

**Enrolled Minutes of the Fifteenth Regular Meeting or Special Meeting
For the Thirtieth Highland Town Council Regular Plenary
Business Meeting (In person) Monday, August 12, 2024**

The Thirtieth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, August 12, 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. Councilor George Georgeff, Councilor Alex Robertson, Councilor Tom Black and Councilor Philip Scheeringa all participated in person. Councilor Turich was absent.

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

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

Roll Call: Present on roll call were Councilors George Georgeff Turich, Alex Robertson, Thomas Black, Philip Scheeringa were present. Councilor Turich was absent. Clerk-Treasurer, Mark Herak was also present. A quorum was attained.

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

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

Minutes of the Previous Meetings: The minutes of the July 22, 2024 Plenary meeting were approved by general consent.

Special Orders:

1. **Executive Proclamation:** A Proclamation Recognizing Rail Safety Week in the Town of Highland from September 23rd through 29th 2024.

(a) Reading and Execution of Proclamation.

(b) Action by the Town Council President

The Town Council President approved the proclamation by his signature:

TOWN OF HIGHLAND
PROCLAMATION OF the TOWN EXECUTIVE

A PROCLAMATION RECOGNIZING THE WEEK OF SEPTEMBER 23TH TO 29TH, 2024 AS RAIL SAFETY WEEK IN THE TOWN OF HIGHLAND

Whereas, 2,192 rail grade crossing collisions resulted in 765 personal injuries and were responsible for 248 fatalities in the United States during 2023;

Whereas, 1,378 pedestrian trespassing casualties have occurred in the United States resulting in 663 pedestrians being killed and another 715 injured while trespassing on railroad property rights of way during 2024;

Whereas, Educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and,

Whereas, The International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, law enforcement officers, first responders, and railroad corporations national laws commit to partnering together in an effort to educate at a level all aspects of railroad safety, to enforce applicable in support of National Rail Safety Week,



Now, Therefore, I, Philip Scheeringa, by virtue of the authority vested in me as President of the Town Council of the Town of Highland, Lake County, Indiana, now hereby proclaim and designate the week of September 23rd to the 29th 2024, as NATIONAL RAIL SAFETY WEEK in the Town of Highland;

Be It Further Proclaimed, That, I urge all citizens to recognize the importance of rail safety education.

In Witness Whereof, I have hereunto set my hand and caused the Corporate Seal to be affixed at the Highland Municipal Building this 12th day of August in the year 2024.

TOWN OF HIGHLAND, INDIANA
By its TOWN COUNCIL PRESIDENT

Philip Scheeringa

Attest:

Mark Herak, Clerk-Treasurer

(Print optimized at 100%)

2. **Advisory Board of Zoning Appeals Docket:** Petition for 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 Petitioner is requesting a Use Variance to establish a Used Car Sales Dealership that sells 100% Used Cars. HMC Section 18.45.30 (A)(57) "Permitted Uses" requires a use variance. 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 by a vote of four (4) in favor and zero opposed acted to **UNFAVORABLY recommend the request for the use variance and send an Unfavorable Recommendation to the Town Council**. The ABZA met in regular session on Wednesday, July 24, 2024. The findings of fact were memorialized and will be approved by the Advisory Board of Zoning Appeals at its meeting of August 28, 2024. (90 days ends 28 November 2024). This tolls from the making of the recommendation which could be the meeting at which the ABZA acts not when filed.

(A) Opportunity for Comment

Hearing no more discussion, Councilor Scheeringa called for the question.

(B) Action on the Recommendation

Pursuant to IC 36-7-4-918.6, the Town Council may either accept the unfavorable recommendation and DENY the requested use variance or it may reject (over rule) the Unfavorable recommendation and GRANT the use variance. If not acted upon by the Town Council within 90 days after the ABZA certifies its recommendation, the action of the Advisory Board of Zoning Appeals stands.

Councilor Black moved to accept the unfavorable recommendation of the Advisory Board of Zoning Appeals and deny the use variance. Councilor Robertson seconded.

Upon a roll call vote, there were four (4) affirmative votes and no negative votes with Councilors Georgeff, Robertson, Black and Scheeringa voting in the affirmative and The motion passed. The unfavorable recommendation of the Advisory Board of Zoning Appeals and deny the use variance was approved.



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

July 25, 2024

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

RE: CERTIFICATION OF ACTION TAKEN BY THE TOWN OF HIGHLAND BOARD OF ZONING APPEALS 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, July 24, 2024. As part of their agenda, by a vote of four (4) 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.

The Findings of Fact will be memorialized at the August 28, 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.

NOTE: This petition was revisited by the ABZA at the request of the Town Council at their June 10, 2024 Public Meeting when this petitioner submitted information that hadn't been presented at the April 24, 2024 ABZA Public Meeting regarding this Use Variance request.

Sincerely,

Kenneth J. Mika
Zoning Administrator

Cc: Town Council
Clerk Treasurer, Mark Herak
BZA Attorney, John Reed
Attached: Meeting Minutes of 6/26/24

HIGHLAND BOARD OF ZONING APPEALS
Minutes of the Meeting of
June 26, 2024

The Highland Board of Zoning Appeals met in the meeting room of the Highland Municipal Building, 3333 Ridge Road, Highland, IN 46322 on June 26, 2024. Mrs. Murovic called the meeting to order at 6:30 p.m. The meeting opened with the Pledge of Allegiance led by Commissioner Smith.

ROLL CALL: Present were Commissioners Helms, Murovic, Smith, and Wright. The Building Commissioner/Zoning Administrator, Ken Mika, Town Attorney, John Reed, and Town Council Liaison, Doug Turich, were also in attendance.

MINUTES: The minutes of the May 22nd, 2024, meeting were approved as posted.

ANNOUNCEMENTS: The date of the next Board of Zoning Appeals meeting will be July 24, 2024.

COMMUNICATIONS: None.

Old Business: Approval of Findings of Fact for Jessica Banke, 2943 Ross Street, Highland, IN, requesting a Variance to install a fence beyond the building lines at 2943 Ross Street. Property is on a corner. {HMC 18.05.060} (G)(5)(a) Permitted Obstruction in Required Yards. The following shall not be considered to be obstructions when located in the required yards specified: (a) In All Yards. Ordinary projections of skylights, sills, belt courses, cornices and ornamental features projecting not to exceed 12 inches; open terraces or decks not over four feet above the average level of the adjoining ground but not including a permanent roofed-over terrace or porch and not including terraces or decks which project into the required front yard by more than six feet from the front of the principal structure; awnings and canopies; steps which are necessary for access to a permitted building or for access to a zoning lot from a street or alley; chimneys projecting 18 inches or less into the yard; arbors, trellises and flagpoles; fences, screens, hedges and walls; provided, that in residential districts no fence or wall shall be located in the required front yard and no landscaped screen or hedge shall exceed three feet six inches in height if located in the front yard, and no fence, landscaped screen, hedge or wall shall exceed six feet in height if located in a side or rear yard. On a corner or reverse corner lot, the side yard setback shall be the same as the front yard setback on adjoining lots; fences shall not be installed beyond this point. No fence, screen, hedge, or wall shall interfere with line-of-sight requirements for local streets or intersections. No fence, screen, hedge, or wall shall be constructed of material that may be described as rubble, cardboard, chicken wire, trees and brush, corrugated tin, utility poles, railroad ties, barbed wire, broken glass, or electrified material. The design, location and construction of a fence or wall shall be approved by the building commissioner prior to the issuance of a building permit.

Commissioner Helms motioned to approve the Findings of Fact (which included the specification that if the fence changed in type or height in the future, a 45-degree angle would be required near the garage/driveway) for Jessica Banke, 2943 Ross Street, Highland, IN. Commissioner Smith seconded the motion, and it passed unanimously with a 4 – 0 roll call vote.

Old Business: Revisit Hearing for Hani Abu Eid, 2020 E 109th Place, Crown Point, IN, requesting a Use Variance to establish a Used Car Sales Dealership that sells 100% Used Cars at the location of 3949 Ridge Road. {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.

Mrs. Murovic asked if there was anyone present to represent the petitioner. 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 this petitioner. He continued to say that at the Town Council meeting of June 10th, they had presented updated renderings for the building improvements. The Town Council had then said they would like the matter to be brought back to the Board of Zoning Appeals for further review of the updated plans. He pointed out that the new design was a black, sleek, hardy board exterior and that they had increased the height of the building to increase the presence and the visibility of the building. He added that there would also be new LED lighting in the parking lot, as well as interior lights that would be able to reflect and show this new building. He said that their goal was to take an eyesore of a property and turn it into an eye-catching focal point for the entire area. Mr. Anderson added that the property had been sitting vacant for four years now, and the owner was anxious to get the property leased and to move forward with this project. He stated that this petitioner and this use had the ability to properly modernize and upgrade the building, and the ability to fund these improvements. He added that they would be willing to make this use conditional and applicable to this petitioner, and his companies and family only.

Mrs. Murovic opened the meeting to the public. Hearing no remonstrance, she closed the public meeting, and brought the discussion back to the Board.

Mr. Helms stated that the building was very nice, but that wasn't the problem the Board had with this petition. The problem the Board had during the last hearing was the use. This use for this corner was not part of their plan for Highland and it wasn't a strong enough reason to go against an existing statute. He then stated that this new plan does not change the initial feeling that this use does not meet the plans for the Town of Highland. Mrs. Murovic agreed. She added that the use did not meet the Master Plan for Highland and the limited space would prove challenging for loading and unloading vehicles.

Mr. Anderson added that they did plan to do the loading and unloading of vehicles at night in the off hours, to minimize any obstacles with traffic and that he understood that there was a Master Plan in place, but that was why they were applying for the special use variance, which

allowed for specific conditions which show there is a good use in this case. He felt their case showed this and would increase the focal point of this area with a great building. He stated again that right now, it is an eyesore, and with this petitioner, they have the money to make it into a beneficial and attractive addition to the Town. Realtor Danek Zanica stated that it was a difficult property because the back of the building was the back edge of the property, which made it difficult for drive-throughs, and also the building was a relatively small size at 1,800 square feet, compared to the parking area, which had over 30 spaces. For most retail uses, this was much more parking than would be needed. This use was a perfect solution for the retail to parking ratio, since the inventory was outside and point of sale was inside. He added that most of the process with customers is done online now, they just show up to test drive and purchase. He also pointed out that delivery for used vehicles was not like new car deliveries. There would only be possibly 2 or 3 vehicles that would show up on a flatbed truck, which they felt there was plenty of room for at this location. He stated that the business would not be open on Sundays and the rest of the weekdays, the business hours would be 10:00 a.m. to 7:00 p.m. They really felt this was the best use for this property.

Mrs. Murovic pointed out that during the last four years that this property has been vacant, there has been a lot going on with the co-vid pandemic, which must be taken into consideration. Also, when customers are at the building for the point of sale, there would be test drives occurring, which would take people through the neighborhood, and that may be an undesirable addition to the nearby residential areas.

Mr. Helms motioned to give an unfavorable recommendation to the Town Council for the second time for this use variance request. Mr. Wright seconded, and the motion passed unanimously with a 4 – 0 roll call vote.

New Business: Public Hearing for Zbigniew Gula, 124 Arthur Avenue, Hobart, IN 46342, requesting Variances for Lot Area, Lot Width, and Garage Setback to build a new Single-Family Residence at 8134 Wicker Park Drive. {HMC 18.15.060} (C) (1) Minimum Lot Size in an R-1 Residence District. Minimum lot size requirements for an R-1 district are as follows: Every one-family detached dwelling hereafter erected and every transitional use permitted in this zoning district hereafter established shall be on a zoning lot having a minimum area of 7,200 square feet, a minimum width of 60 feet at the building line and a minimum lot depth of 120 feet. A lot of record existing on the effective date of the ordinance codified in this title which is less than 7,200 square feet in the area, less than 60 feet in width, or 120 feet in depth, may only be improved by a variance for the Board of Zoning Appeals. the primary façade of the building. Garages may be located as follows: (1) Garages shall be set back six feet from the primary façade of the building. {HMC 18.15.080} (K) (1) Design Standard: (K) Single Family Residence Garages shall be designed so as not to dominate the primary façade of the building. Garages may be located as follows: (1) Garages shall be set back six feet from the primary façade of the building.

Mrs. Murovic asked Mr. Reed if the Proof of Publication was in order for this petitioner. Mr. Reed responded that it was published correctly and in a timely manner. Mr. Mika also confirmed that the sign was posted accurately.

Mr. Zbigniew Gula stepped forward and introduced himself. He stated he was hoping to build a new single-family residence on this lot where a home used to exist but had burned down some years ago. He continued to pass out a survey of the property, showing the proposed new construction, along with the house design plans. He added the home would be set in the middle of the property and the garage would be attached. The old, existing detached garage would be demolished. He stated he knew that, according to the current codes in Highland, the land was not buildable, due to the fact that it did not meet the total square foot area requirement, or meet the width requirement. He went on to say that his home design would more than meet the side setback requirements with 10' on either side. He felt the neighbors would not complain about that! He concluded by saying that he was open to any design changes the Board suggested or recommended.

Mrs. Murovic opened the meeting to the public. Hearing no remonstrance, she closed the public meeting and brought the discussion back to the Board.

Commissioner Helms confirmed that the existing garage would be torn down, and the new garage would be attached to the new single-family home. Mr. Gula confirmed that the existing garage would be demolished and pointed out that the old one was very close to the property line now, so the new design with the 10' setbacks would be a big improvement. Mr. Gula also stated that the front entrance would be covered, so the garage would extend 6' past the main façade of the house.

Commissioner Helms motioned to approve the Lot Width variance request. Commissioner Smith seconded, and the motion passed unanimously with a 4 – 0 roll call vote. Commissioner Helms motioned to approve the Lot Area square footage variance request. Commissioner Wright seconded and the motion passed unanimously with a 4 – 0 roll call vote. Commissioner Wright motioned to approve the variance request for the Garage Setback variance request. Commissioner Helms seconded and the motion passed unanimously with a 4 – 0 roll call vote.

BUSINESS FROM THE FLOOR: None.

ADJOURNMENT: Motion: Helms Second: Smith Time: 6:58 p.m.

Comments from the Public or Visitors:

Larry Kondrat, Highland, inquired about the request for an additional appropriation in the amount of \$105,000 by the Redevelopment Director for consultant fees. He wanted a further explanation from the Redevelopment Director why the consultant fees were needed as when hired, it was said she could do most of the grant writing and for what project was the consultant needed?

He was advised by Councilor Scheeringa that it was for a Consolidated Plan.

Mr. Kondrat wanted to know what a Consolidated Plan was and why the Town needed it? He said, you have a Redevelopment Director and recently hired an Assistant Redevelopment Director so why do you need to hire a consultant or is this one of those things you are not going to tell us? That is how it ended up with a \$377,999 dog pound. You don't allow the public to ask any questions.

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

Building Report July, 2024

PERMIT TYPE	#	Res.	Comm.	Est. Cost	Fee Collected
Commercial Buildings	0			\$ -	\$ -
Comm. Additions/Remodel	9		9	\$ 159,683.00	\$ 3,711.00
Signs	1		1	\$ 3,467.00	\$ 157.50
Single Family	0			\$ -	\$ -
Duplex/Condo	0			\$ -	\$ -
Residential Additions	0			\$ -	\$ -
Residential Remodeling	48	48		\$ 741,506.00	\$ 15,591.00
Concrete/Asphalt/Flatwork	12	12		\$ 46,466.00	\$ 1,777.50
Garages	0			\$ -	\$ -
Sheds	1	1		\$ 1,500.00	\$ 124.50
Decks & Porches	10	10		\$ 86,371.00	\$ 3,498.00
Fences	15	15		\$ 77,391.00	\$ 2,737.50
Above/In ground pools	5	5		\$ -	\$ 270.00
Drain Tile/Waterproofing	6	6		\$ 50,002.00	\$ 1,407.00
Misc/Demo; Rd. Cut; Tank Removal	3	2	1	\$ 11,500.00	\$ 492.00
Total Building Permits	110	99	11	\$ 1,177,886.00	\$ 29,766.00

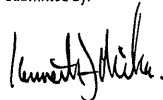
Electrical Permits	16	12	4	\$ -	\$ 2,142.00
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Mechanical Permits	34	32	2	\$ -	\$ 3,978.00
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Plumbing Permits	8	6	2	\$ -	\$ -
Water Meters	0			\$ -	\$ -
Water taps	0			\$ -	\$ -
Sewer/Storm Taps	0			\$ -	\$ -
Total Plumbing Permits	8	6	2	\$ -	\$ 1,024.70

July 2024 Code Enforcement: 97 Investigations, 40Warnings & 3 Citations were issued.
Inspections done for the month of July 2024 were as follows: 21 Building Inspections,
23 Plumbing Inspections, 2 HVAC and 15 Electrical Inspections. There were no Electrical Exams given.

Submitted By:



Kenneth J. Mika

Mark Herak

From: Denise Beck
Sent: Monday, August 5, 2024 8:06 AM
To: Mark Herak; Chad Kinley
Cc: Chief Michael Pipta
Subject: July Fire Department Stats

Good Morning,

July 2024 Stats

Types of Calls:	2024	YTD
General Alarms	19	98
Paid Still Alarms	65	266
Totals	84	364

Denise Beck

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

2024
TOWN OF HIGHLAND INJURIES FOR THE MONTH
JULY

CASE	DATE	DEPARTMENT	DESCRIPTION	Record Only No Med Treatment	OSHA Recordable	Not OSHA Recordable	Filed with WC Insurance
	OF INJURY						
RO6	7/1/24	Park	EE raised the post driver over his head to drive a stake into the ground & lost control of it and the post driver hit EE in the head.	X		X	X

RO = Record Only

DEPT	2024		2023	2024		2023	2023
	INJURIES	YEAR TO		RESTRICTED	LOST DAYS		
	THIS MONTH	DATE	Total Injuries Last Year	DAYS THIS YEAR	THIS YEAR	DAYS 2023	2023
PARK & REC	1	1		4	56	8	219
FIRE			1				
POLICE		2	6			80	66
STREET		1					
WATER SEWER		1	1				
MAINTENANCE							
REDV		1					
TOTALS	1	6	8	4	56	88	285

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

Communications: Vendor Market every Thursday at the Downtown Municipal Lot
Backyard BBQ Fest – Main Square – September 13th – 15th
Main Street Bureau Restaurant Crawl – August 27th from 4:00 to 9:00
Fries with a Firefighter – August 17, 2024 from 10:30 to 12:30 at the McDonalds on 3904 Ridge Road, (free small fry), Fire Truck Tour of Truck #2, Fire Safety Table, Fun for all ages.
Toya Smith, author signing, book *Arti the Super Kid* at Miles Book on August 24. Her book received an International Impact Award
Meeting at the Griffith Town Hall, August 14th at 6:00 p.m. regarding the closing of the BMV in Griffith.

Appointments:

- **Statutory Boards and Commissions**

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

Regional Statutory Commissions or Boards

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 Boards and Commissions

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

Regional Statutory Commissions or Boards

Home Rule Commissions

1. **Main Street Bureau Board:** (17) appointments to be made by the Town Council. Term: Two years ending 1 Jan 2025. *There are currently 13 of the 17 in place and serving. Currently serving are Rhonda Bloch, Teri Yovkovich, Renee Reinhart, Alex Robertson, Diane Barr-Roumbus, James Roumbus Sandy McKnight, Al Simmons, Ben Reinhart, Sandy Ray, Kathy Smailis, Ben Tomera and Laura Pilewski.*
2. **Community Events Commission Multi-year positions:** (4) appointments to be made by the Town Council. **Term: 4 years.** *(Note: Currently vacant)*

Single year positions: (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, Jack Rowe, Linda Carter, Rachael Carter, Kathy Burke and Olga Briseno)

General Orders and Unfinished Business:

Presentation by the Idea Factory redesigning/reworking the Town of Highland website
– highland.in.gov (Proposal D)

Theresa Badovich, a principal in The Idea Factory gave the following presentation:

	ONE COURTHOUSE SQUARE SUITE 207 CROWN POINT, IN 46307	THERESA BADOVICH theresa@theideafactory.us.com 219.669.8312
		ROBIN CARLASCIO robin@theideafactory.us.com 219.831.0634

To:
Highland Clerk-Treasurer Mark Herak
Highland IT Director Ed Dabrowski
Highland Town Council

From: The Idea Factory

Subject: 2024 Contract - **Proposal D**
Redesigning/reworking Town of Highland website - highland.in.gov

Option levels for website redesign:

\$5,000 level includes:	2 weeks
Home page slider images	Social Media Integration throughout
Home page icons	New color palette throughout
\$7,500 level includes:	3 weeks
All of the above, plus	
Calendar widget	Initial Calendar Entries
Calendar Training	
\$10,000 level includes:	5 weeks
All of the above, plus	
In-person department head and staff meetings to rework content and visuals.	
Includes custom content, design and photography.	
\$15,000 level includes:	10 weeks
All of the above, plus	
Explore Downtown Highland Business widget and listings	
Real Estate widget and listings	
Document Center widget	

HighlandIndiana

HomeCommunityBusinessGovernmentNews

AGENDAS & MINUTES

BUILDING PERMITS

COMMUNITY EVENTS

FACEBOOK PAGE

GAZEBO EXPRESS

MUNICIPAL CODE

PAY MY BILL

TOWN CALENDAR

Memorial Day

Highland Memorial Day Ceremony - May 27

Join your neighbors and friends in recognizing Highland veterans and fallen heroes at the Gazebo in Main Square Park at 10 a.m. **Monday, May 27**. Hosted by the Council of Community Events, the event will feature military speakers as well as the Hometown Heroes banners lining the streets of downtown.

Fourth of July Kiddie Parade

The Kiddie Parade begins at 1:30 P.M. **SATURDAY, JULY 6** at the Highland Municipal Parking Lot on Highway and Kennedy avenues. The parade route continues east on Highway and ends at Main Square Park. A special gift is provided for each child who participates, with some lucky winners finding **GOLDEN TICKETS** for free wristbands good for festival rides. [Click here to download a parade application.](#)

Highland Hazardous Waste Day - July 27

Make your environment safer by bringing batteries, cleaners, oils, solvents, poisons, gasoline, pesticides, antifreeze, mercury thermometers, thermostats and fluorescent light bulbs to the town garage from 9 a.m. to 2 p.m. **Saturday, July 27**. Items not accepted include tires, appliances, ammunition, explosives, medical/ radioactive wastes, asbestos, 30-gallon or larger containers.

Highland Police auction raises nearly \$6,000

It was a buyer's bonanza Saturday morning when Highland Police auctioned off 104 two-wheelers with bids that began at a buck. Every available bike was re/homed: The highest bid was \$250. Some bikes went for \$1. Most of the final bids fell in between. Miscellaneous tools and car parts were also sold off. Total sales: \$5,835 with all proceeds going to the Police Pension Fund. Congrats to the new owners and a big thank you to all who participated!

THIS WEEK'S MEETINGS

MONDAY - MAY 20

Redevelopment Commission
6 p.m. Study Session
[Click for Agenda](#)

Town Council
6:30 p.m. Study Session
[Click for Agenda](#)

TUESDAY - MAY 21

WEDNESDAY - MAY 22

Highland Main Street
6 p.m. Meeting
[Click for Agenda](#)

THURSDAY - MAY 23

Police Commission
6:30 p.m. Study Session

Water Board
6:30 p.m. Study Session

Highland, IN 46322

WeatherWindRainSun

75.1°F
Clearing Clouds

63°F - 72°F

HighlandIndiana

Home

Community

Business

Government

News

Highland Community Events

EVENT TYPE

MAR 5



FAMILY PROGRAMS
Discovery Room
Room 33
9:00

MAR 11



PLANETARIUM PROGRAMS
Pluto
Room 28
8:00

MAR 13



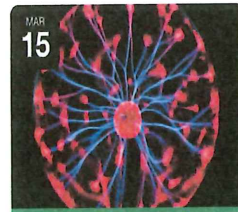
FAMILY PROGRAMS
After-Hours Programs
Room 33
9:00

MAR 13



PLANETARIUM PROGRAMS
Astronomía en Vivo: Historia del Universo
Room 28
8:00

MAR 15



COURSES AND WORKSHOPS
Weekend Drop-In Sessions in the Sackler Educational Lab
Room 28
8:00

MAR 18



WALKS, TOURS, AND DROP-INS
Bird Walks in Central Park for Members
Room 33
8:00

MAR 18



PLANETARIUM PROGRAMS
Astronomy Live: Grand Tour of the Universe
Room 28
11:00

MAR 20



WALKS, TOURS, AND DROP-INS
Swimming with Giants in 360
Green Fields
8:00

MAR 27



COURSES AND WORKSHOPS
Sleepover: A Night at the Museum
Room 33
9:00

HighlandIndiana

Home

Community

Business

Government

News



Police Home

Animal Control

Community Policing

Crime

Crime Prevention

Criminal Investigations

Employment

Gun Permits

History

Police Events

Press Releases

Rave Alerts

School Partners

Staff Directory

Tickets & Fines

VIPS

What's New?

Highland Police Department



HPD seeking Volunteers in Police Services

The town is looking for dedicated individuals who want to work alongside Highland police and help keep our community safe. Training and uniform are provided. Have fun, make new friends, while providing this volunteer service to the community. VIPs assist police officers by providing a variety of tasks including: vacation home checks, directing traffic, traffic patrols in residential/business/park districts (on foot, bicycle, or vehicle), providing funeral escorts, conducting finger printing, filing, typing, even answering telephones. Tasks and assignments vary per ability and interest. All hours and shifts are available. If you are interested, [please click here to download an application](#) or contact Sgt. Glenn Cox at (219) 838-3184.

Numbers to use when calling police

Many people hesitate about calling the police, even when they are faced with circumstances that, upon further reflection, are highly suspicious. Some people think they are bothering us, some are not sure what they are seeing, but fortunately only a few don't want to get involved. Most people want to help and want to do the right thing, but they aren't sure how to do so. **Please use the following phone numbers to reach us in your time of need. If you see something that doesn't look right, say something by reporting it.**

911: For all emergencies and crimes in progress.

(219) 660-0000: For all non-emergency situations still requiring a police response to your location.

(219) 838-3184: Use the Highland Police Department's administration line to



Highland Police Department

Address
3315 Ridge Road
Highland, IN 46322

Non-emergency telephone
(219) 660-0001

HPD administration
(219) 838-3184

FAX
(219) 972-5095

Mission & Vision

Emergency Contacts

Support Services

The hours for our Support Services (Records) Department is as follows:

- Monday, Tuesday, Wednesday and Friday:
8 a.m. to 5 p.m.
- Thursday: 8 a.m. to 7 p.m.
- Saturday: 8 a.m. to noon
- Closed: Sundays and holidays.

The phone number for our Support Services office and our Administration office is
(219) 838-3184.

If you arrive at the Highland Police Department outside of our posted business hours and need the services of a police officer, please enter our vestibule and access a wall-mounted telephone, which directly connects you to the Central Dispatch/911 center in Crown Point. Central Dispatch will send a police officer to you at the Highland

Explore Downtown Highland

[Board of Zoning Appeals](#)
[Building & Inspection](#)
[Chamber of Commerce](#)
[Demographics & Data](#)
[Economic Development](#)
[Highland Main Street](#)
[Master Plan](#)
[Plan Commission](#)
[Property Listings](#)
[Redevelopment Commission](#)
[Town Profile](#)

Downtown Guide

Check back soon for our interactive business directory featuring everything that Downtown Highland has to offer – restaurants, retail shops, professional services and more!

RESTAURANTS

RETAIL SHOPS

SERVICES



Town Profile

Town Municipal Building
3333 Ridge Road
Highland, IN 46322

Maria Becerra
Redevelopment Director
mbecerra@highland.in.gov

(219) 972-7598 office
(219) 972-5097 fax

Welcome to Downtown Highland!

Highland is a wonderful community with 23,672 of the nicest folks you want to meet. Our residents are passionate about the arts, youth sports and festivals that bring all of us together many times throughout the year for fireworks, theatre in the park and a plethora of ethnic foods that grew out of our history as a farming community.

If you have an hour or two and would like to see some of what makes Highland so special, we invite you to explore Downtown Highland. From restaurants and coffeehouses to unique shops and services, there's more to Highland than meets the eye.

Spend some time and find out for yourself!



TOWN OF HIGHLAND

3333 Ridge Road
Highland, IN 46322

2198381080

No more organizations to display.

New Business:

1. **Resolution No. 2024-17:** A Resolution Authorizing the Town of Highland, Indiana to Enter into the Mutual Aid Box Alarm System Agreement authorizing the Council President to affix his signature to the Agreement.

Councilor Robertson moved the passage and adoption of Resolution No. 2024-17. Councilor Black seconded. Upon a roll call vote, there were four (4) affirmatives and no (0) negatives. The motion passed. The resolution was adopted.

Resolution No. 2024-17

TOWN OF HIGHLAND, TOWN OF MUNSTER, TOWN OF GRIFFITH, TOWN OF SCHERERVILLE, TOWN OF DYER, CITY OF HOBART, CITY OF CROWN POINT, CITY OF WHITING, CITY OF LAKE STATION, CITY OF EAST CHICAGO, TOWN OF CEDAR LAKE, TOWN OF MERRILLVILLE, TOWN OF NEW CHICAGO, TOWN OF ST. JOHN, TOWN OF WINFIELD, TOWN OF SCHNEIDER, TOWN OF LOWELL, LAKE HILLS (ST. JOHN & SCHERERVILLE), CENSUS-DESIGNATED PLACE SHELBY, CENSUS-DESIGNATED PLACE LAKE DALECARLIA, CENSUS-DESIGNATED PLACE LAKE OF THE FOUR SEASONS, UNINCORPORATED LAKE COUNTY LAKE RIDGE, ALL LOCATED IN LAKE COUNTY, INDIANA

A Resolution Confirming and Acknowledging the Agreement made and entered into by and between the above referenced Units of local government pertaining to an Interlocal Government Agreement pertaining to the Mutual Aid Box Alarm System and all matters related thereto.

WHEREAS, The Towns of Highland, Munster, Griffith, Schererville, St. John, Dyer, Cedar Lake, Merrillville, New Chicago, Lowell, Schneider, Lake Hills (St. John and Schererville) and the Cities of Gary, Whiting, Lake Station, Hobart, Crown Point, East Chicago and Census-Designated Place Shelby, Lake Dalecarlia, Lake of the Four Seasons and Unincorporated Lake County Lake Ridge (the "Units") are each a municipal corporate entity organized and existing as units of local government in Lake County, Indiana, in conformance with applicable law; and

WHEREAS, The Towns of Highland, Munster, Griffith, Schererville, St. John, Dyer, Cedar Lake, Merrillville, New Chicago, Lowell, Schneider, Lake Hills (St. John and Schererville) and the Cities of Gary, Whiting, Lake Station, Hobart, Crown Point, East Chicago and Census-Designated Place, Shelby, Lake Dalecarlia, Lake of the Four Seasons and Unincorporated Lake County Lake Ridge (the "Units") are each governed by a duly elected Legislative Body, known herein after as the Units; and

WHEREAS, The Units have been informed and advised that they are authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with participating governmental units so as to provide better public services and facilities to the residents of the participating Towns and as units of local government; and

WHEREAS, The provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, provides that any one or more public agencies may contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such agreement shall be authorized by the governing body of each party to the agreement; and

WHEREAS, The Units have been further informed and advised that other like municipalities and units of local government located in Lake County, Indiana, are also entities empowered and authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with other local governmental units for the purposes of better providing public services and facilities for the mutual benefit of the participating governmental units; and

WHEREAS, It is the desire of the Units to enter into the Interlocal Governmental Agreement for the purposes of coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid; and

WHEREAS, It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside of territorial limits of the Member Unit is desirable and necessary to preserve and protect health, safety and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HIGHLAND, IN LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION 1. The President of the Town Council is hereby authorized to execute the Joint Interlocal Governmental Agreement, hereafter known as the Mutual Aid Box Alarm System Agreement between the Towns of Highland, Munster, Griffith, Schererville, St. John, Dyer, Cedar Lake, Merrillville, New Chicago, Lowell, Schneider, Lake Hills (St. John and Schererville) and the Cities of Whiting, Lake Station, Hobart, Crown Point, East Chicago and Census-Designated Place Shelby, Lake Dalecarlia, Lake of the Four Seasons and Unincorporated Lake County Lake Ridge to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster.

SECTION 2. That the Mutual Aid Box Alarm System shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 3. The signatories of the Units participating in this enabling Mutual Aid Box Alarm System Agreement are authorized and permitted to enter into the Interlocal Agreement to provide for communications procedures, training and to secure to each the benefits of mutual aid in fire protection, firefighting and the disaster.

SECTION 4: The Mutual Aid Box Alarm System Agreement attached hereto and marked as Exhibit "A" and incorporated herein by referenced by an among the Towns of Highland, Munster, Griffith, Schererville, St. John, Dyer, Cedar Lake, Merrillville, New Chicago, Lowell, Schneider, Lake Hills (St. John and Schererville) and the Cities of Whiting, Lake Station, Hobart, Crown Point, East Chicago and Census-Designated Place Shelby, Lake Dalecarlia, Lake of the Four Seasons and Unincorporated Lake County Lake Ridge that before the Mutual Aid Box Alarm System Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

SECTION 5: Each Unit approving the attached Mutual Aid Box Alarm System Agreement verifies that the participating signatory has reviewed and taken all necessary and properly public meeting action for approval and entry into the attached Mutual Aid Box Alarm System Agreement at a duly scheduled and noticed public meeting pursuant to applicable State law.

SECTION 6: Schedule of Implementation. That this Resolution shall take effect, and be in full force and effect, from and after the date of its passage and adoption upon its signature by the executive in the manner prescribed by I.C. 36-5-2-10(a) and under the terms found in Section 4 of this agreement.

DULY ORDAINED and ADOPTED this 12th Day of August 2024 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

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

Philip Scheeringa, President (I.C. 36-5-2-10)

Attest:

Mark Herak, Clerk-Treasurer
(I.C. 33-16-4-1; IC 36-5-6-5)

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, Indiana law provides for Interlocal Cooperation at IC 36-1-7-1 et seq, and provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other local government including a unit of government from another state; and,

WHEREAS, Indiana Code IC 36-1-7-1 and IC 36-1-7-2(b) of the Intergovernmental Cooperation act, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Town of Highland is a unit of local government as defined in Section 36-1-2-23 of the Indiana Statutes; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Indiana, or a neighboring state, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

Provided further, that the obligation to defend and indemnify shall not be require any member to provide defense or indemnification beyond the statutory and constitutional limits of liability that are set forth in any applicable law in the State in which the member is located, and nothing in this Agreement is meant to constitute a waiver of any immunity or defense available to the member under the laws of the State in which the member is located.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond;

however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Indiana.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by-laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Town of Highland
Political Entity

President, Town Council of Highland

Date

ATTEST:

Highland Clerk-Treasurer
Title

August 12, 2024
Date

2. Authorizing the proper officer to publish legal notice of a public hearing: A Public Hearing to consider additional appropriations in the amount of \$22,741.00 in the Police Pension Fund and \$88,500.00 in the Local Road and Street Fund and \$105,000 in the Redevelopment General Fund. If approved, the public hearing will be held on August 26, 2024, at 6:30 P.M. O'clock in the Municipal Building, 3333 Ridge Road, Highland.

Councilor Black moved to authorize the proper officer to publish legal notice of a public hearing to consider proposed additional appropriations as indicated. Councilor Georgeff seconded. Upon a roll call vote, there were four (4) affirmatives and No negatives. The motion passed. The proper officer was authorized to publish the legal notice.

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

Tuesday August 5, 2024

ATTENTION LEGAL NOTICES

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

Sent Via Facsimile & Electronic Transmission

Re: Legal Notice for Hearing on Proposed Additional Appropriations in the Police Pension Fund, Redevelopment General Fund and Local Road & Street Fund

Dear Nicole Muscari, Amanda Koepp, Christina Palma:

Attached, please find three (3) notice for a public hearing regarding proposed additional appropriations in the Police Pension Fund, the Local Road & Street Fund and the Redevelopment General Fund as indicated. Please publish this notice one (1) time in satisfaction of I.C. 6-1.1-18-5 *et seq.* and I.C. 5-3-1-2(b). *I have also sent this request by electronic mail.*

The enclosed notice should be published *on or before* Monday, August 12, 2024. As always, please *send two (2)* proofs of publication for our files. We should have these proofs as soon as possible following their publication in order to permit the Town Attorney to review them prior to the hearing. Our hearing is set for *Monday, August 26, 2024.*

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

Again, I thank you very much.

Sincerely,

Mark Herak
Clerk-Treasurer
Enclosures:
(1) Notice for Police Pension Fund
(2) Notice for Redevelopment General Fund
(3) Notice for Local Road & Street Fund

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 26th day of August 2024, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

Redevelopment General Fund

Acct. 2216-0000-31003 Consultant Fees	\$ 105,000.00
Total 300 Series:	<u>\$ 105,000.00</u>
TOTAL for the FUND:	<u>\$105,000.00</u>

Police Pension Fund

Acct. 2216-0000-31003 Consultant Fees	\$ 22,741.00
Total 100 Series:	<u>\$ 22,741.00</u>
TOTAL for the FUND:	<u>\$22,741.00</u>

Local Road & Street Fund

Acct. 2202-0000-31002 LR& S Construct. Engineering	\$ 88,500.00
Total 300 Series:	<u>\$ 88,500.00</u>
TOTAL for the FUND:	<u>\$88,500.00</u>

Funds to support these additional appropriations in the Police Pension Fund, Local Road & Street Fund and the Redevelopment General 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
Phillip Scheeringa, President

By: Mark Herak
Clerk-Treasurer

Authorizing the proper officer to publish legal notice of a public hearing: Public Hearing to consider additional appropriations in the amount of \$22,741.00 in the Police Pension Fund, \$105,000 in the Redevelopment General Fund and \$88,500 in the LR&S Fund.

3. **Works Board Order Number 2024-40:** An Order of the Works Board Accepting the Performance Agreements with: Lee Bilenda of Little Giant; Randall Anderson of Buck Daddy; Mike Mazur of Rockology Chicago; Ashlyn Termini of Ashlyn; Frank Venturella of I'm with Frank; Nathaniel Venturelli of Nate Venurelli; Ronald Hanchar of the Rocky Road Band; Chad Clifford of Crawlupuppies; James Hillegonds of Bonfire; Brian Wynn of Sounds Cool Live Audio, LLC; for Professional Entertainment and Stage Services for the Town of Highland Associated with the 3rd Annual BBQ Fest and to comply with IC 22-5-1.7 et seq.

Councilor Robertson moved to approve Works Board Order No.2024-40. Councilor Georgeff seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed and Works Board Order No. 2024-40 was adopted pending the signature of the municipal executive.

Town of Highland
Board of Works
Order of the Works Board 2024-40

AN ORDER OF THE WORKS BOARD ACCEPTING THE PERFORMANCE AGREEMENTS FOR PROFESSIONAL ENTERTAINMENT AND STAGE SERVICES FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH 3RD ANNUAL BBQ FEST AND TO COMPLY WITH THE PROVISIONS OF IC 22-5-1.7 ET SEQ.

WHEREAS, THE TOWN OF HIGHLAND, AS PART OF ITS EXERCISE OF PUBLIC POWERS RELATED TO CULTURE AND RECREATION, GENERALLY CONFERRED IN IC 36-10-2, WITH APPROPRIATE FESTIVALS INCLUDING LIVE MUSICAL PERFORMANCE AS ENTERTAINMENT;

WHEREAS, THE COMMUNITY EVENTS COMMISSION HAS RECEIVED PERFORMANCE AGREEMENTS FOR PROFESSIONAL ENTERTAINMENT AND STAGE SERVICES FOR THE TOWN OF HIGHLAND TO BE CONDUCTED DURING THE 2024 BBQ FESTIVAL;

WHEREAS, THE COMMUNITY EVENTS COMMISSION FAVORABLY RECOMMENDS TO THE PURCHASING AGENCY, THE APPROVAL OF THE PERFORMANCE AGREEMENTS FOR PROFESSIONAL ENTERTAINMENT AND STAGE SERVICES FOR THE TOWN OF HIGHLAND TO BE CONDUCTED DURING THE 2024 BBQ FESTIVAL;

WHEREAS, THESE PROFESSIONAL SERVICES OWING TO THEIR UNIQUE REQUIREMENTS AND CHARACTER, AS A SERVICE, MAY BE PURCHASED IN A MANNER THAT IS DETERMINED TO BE REASONABLE, PURSUANT TO SECTION 3.05.090 OF THE HMC AND IC 5-22-6;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(1) of the HMC serves as purchasing agency for the Municipality and its executive departments except those executive departments which are expressly subject to the purchasing authority of a relevant governing board of jurisdiction; and

Whereas, The aggregate fees for Professional Entertainment and Stage Services for the three (3) days of The Town of Highland's 2024 BBQ Festival exceeds \$10,000.00, pursuant to Section 3.05.040 (C) and Section 3.05.050(B)(3) of the HMC requires the express approval of the purchasing agency; and

Whereas, The purchase of services will be supported by the several funds of the Town and there is sufficient appropriation or resources in order to support the purchase of services; and

Whereas, The Town Council now desires to approve, authorize and allow the purchase of services pursuant to the terms stated herein,

Now Therefore Be it Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, as follows:

Section 1. That the Performance Agreements for professional entertainment and stage services as set forth in the agreements, for all of the days of the event, for: Lee Bilenda of Little Giant; Randall Anderson of Buck Daddy; Mike Mazur of Rockology Chicago; Ashlyn Termini of Ashlyn; Frank Venturella of I'm with Frank; Nathaniel Venturelli of Nate Venurelli; Ronald Hanchar of the Rocky Road Band; Chad Clifford of Crawluppies; James Hillegonds of Bonfire; Brian Wynn of Sounds Cool Live Audio, LLC; is hereby accepted, approved and adopted;

Section 2. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 3. That the Clerk-Treasurer is hereby authorized to issue and to execute all documents necessary to implement the purchase of services thereof;

Section 4. That the proper officers of the municipality are hereby authorized to identify the proper funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 12th day of August 2024 having passed by a vote of 4 in favor and 0 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)

Band Name	Contract Price
Little Giant	\$600
Buck Daddy	\$700
Rockology Chicago	\$1,000
Ashlyn	\$600
I'm with Frank	\$1,000
Nate Venturelli	\$3,000
Crawpuppies	\$1,500
Bonfire	<u>\$2,000</u>
	\$10,999

BACKYARD BBQ ENTERTAINMENT

Friday – September 13, 2024

5:00 – 6:15 Little Giant - \$600.00
6:45 – 8:00 Buck Daddy - \$700.00
8:30 – 10:30 Rockology Chicago - \$1000.00

Saturday – September 14, 2024

3:30 – 5:30 Ashlyn - \$600.00
6:00 – 8:00 I'm With Frank - \$1000.00
8:30 – 10:30 Nate Venturelli - \$3000.00

Sunday – September 15, 2024

2:00 – 4:00 The Rocky Road Band - \$599.00
4:30 – 6:30 Crawpuppies - \$1500.00
7:00 – 9:00 Bonfire - \$2000.00

TOTAL FOR ENTERTAINMENT - \$ 10,999.00

GL NUMBER - 2505-0000-38609

Sounds Cool Live Audio - \$3800.00

TOTAL FOR SOUND SYSTEM - \$ 3,800.00

GL NUMBER – 2505-0000-38005

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/15/24

Entertainer:
Band Name: Little Giant
Address: 2520 85th Street
City, State Zip: Indianapolis, IN 46048
Phone: 7737 416-2077

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322

Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7/15/2024 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Little Giant (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: Friday, September 13, 2024
3. Performance time: 5:00pm - 6:15pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 600.00 flat guarantee, made payable to Lee Bilenda after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final unappealable order, dismissal or settlement, including any mediation or arbitration.
13. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. Headings: The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. Counterpart Execution: This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
16. Governing Law, Venue & Jurisdiction: This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland - Town Council

Artist/Manager

By: _____
Philip Scheeringa, President

By: Lee Bilenka
Printed Name: LEE BILENKA

Dated: _____

Dated: 7/25/24

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/15/24

Entertainer:
Band Name: Buck Daddy
Address: 9030 Doubletree Dr S
City, State Zip: Crown Point, IN 46307
Phone: 219-951-8336

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7/15/24 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Buck Daddy (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: Friday, September 13, 2024
3. Performance time: 6:45 pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 700.00 flat guarantee, made payable to
Randall Anderson after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

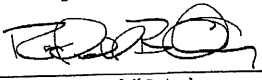
11. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
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16. Governing Law, Venue & Jurisdiction: This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland -- Town Council

Artist/Manager

By: _____
Philip Scheeringa, President

By: 
Printed Name: Randall B Anderson

Dated: _____

Dated: 7-29-2024

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/15/22

Entertainer:
Band Name: Rockology Chicago
Address: 138 N Summerfield Drive
City, State Zip: Valparaiso, IN 46385
Phone: 312-545-8865

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7/15/22 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and ROCKOLOGY CHICAGO (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: September 13, 2024
3. Performance time: 8:30 pm - 10:30 pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 1000.00 flat guarantee, made payable to
ROCKOLOGY CHICAGO after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

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12. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
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16. Governing Law, Venue & Jurisdiction: This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist/Manager

By: _____
Philip Scheeringa, President

By: 
Printed Name: Mike Mazur, Band Manager/Drummer

Dated: _____

Dated: 7/25/24

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/24/24

Entertainer:
Band Name: Ashlyn
Address: 93 Sager Rd
City, State Zip: Valparaiso, IN 46383
Phone: 219-465-0209

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7/24/24 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Ashlyn (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: Saturday, September 14, 2024
3. Performance time: 3:30
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 600.00 flat guarantee, made payable to Ashlyn Termini after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

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12. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
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WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland - Town Council

Artist/Manager

By: _____
Philip Scheeringa, President

By: Kristal Termini
Printed Name: Kristal Termini

Dated: _____

Dated: 7-31-24

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/15/2024

Entertainer:
Band Name: I'm With Frank
Address: 9049 Viable Rd
City, State Zip: Highland IN 46322
Phone: 219-6719235

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7/15/2024 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and I'm With Frank (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: September 14, 2024
3. Performance time: 6:00pm - 8:00pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 1000.00 flat guarantee, made payable to Frank Ventrella after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
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WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist/Manager

By: _____
Philip Scheeringa, President

Dated: _____

By: Frank Venturella
Printed Name: _____

Dated: 7/29/24

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/15/2024

Entertainer:
Band Name: Nate Venturelli
Address: 209 Oakdale St.
City, State Zip: Kouts, IN 46347
Phone: _____

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7/15/2024 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Nate Venturelli (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: September 14, 2024
3. Performance time: 8:30pm - 10:30pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 3000.00 flat guarantee, made payable to Nathaniel Venturelli after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

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16. Governing Law, Venue & Jurisdiction: This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist/Manager

By: _____
Philip Scheeringa, President

By: _____
Printed Name: _____

Dated: _____

Dated: 8/30/24

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/15/2024

Entertainer:
Band Name: The Rocky Road Band
Address: 1131 169th Place
City, State Zip: Hammond, IN 46324
Phone: 219-484-6342

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322

Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7/15/2024 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and The Rocky Road Band (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: Sunday - September 15, 2024
3. Performance time: 2:00pm - 4:00pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 599.00 flat guarantee, made payable to
Ronald Hanchar after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
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WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council Artist/Manager

By: _____
Philip Scheeringa, President

By: Ronald Hanchar
Printed Name: Ronald E. Hanchar

Dated: _____

Dated: 7/29/24

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/15/2024

Entertainer:
Band Name: Crawpuppies
Address: 505 E. Lincolnway
City, State Zip: Valparaiso, IN 46383
Phone: 219-928-3634

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Highland Council of Community Events

Description:

This agreement is for the personal services of performers on the engagement described below, is made on 7/15/2024 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Crawpuppies (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: Sunday - September 15, 2024
3. Performance time: 4:30pm - 6:30pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 1,500.00 flat guarantee, made payable to
Chad Clifford Music after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
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WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland -- Town Council

Artist/Manager

By: _____
Philip Scheeringa, President

By: 
Printed Name: Chad Clifton

Dated: _____

Dated: 7/25/24

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7/15/22

Entainer: Bonfire
Band Name: Bonfire
Address: 9048 Pineview Ln
City, State Zip: Crown Point, IN 46307
Phone: 219-789-4570

For: 3rd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7/15/22 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and JAMES Hillegonds c/o Bonfire (hereinafter "Artist").

1. Name and address of place of performance: 3rd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: September 15, 2024
3. Performance time: 7:00pm - 9:00pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 3rd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 2000.00 flat guarantee, made payable to
JAMES Hillegonds after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
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16. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland -- Town Council

Artist/Manager

By: _____
Philip Scheeringa, President

By: 
Printed Name: James A. Hillegonds Jr.

Dated: _____

Dated: 7-26-24



Sounds Cool Live Audio LLC
608 E Main St
Griffith, IN 46319 US
+1 2197127086
soundscoolliveaudio@gmail.com
www.soundscoolliveaudio.com

Special Events
Sound System
2505-0000-38005

ADDRESS
Town of Highland
3333 W. Ridge Rd.
Highland, IN 46322

SHIP TO
Town of Highland
3333 W. Ridge Rd.
Highland, IN 46322

Estimate 1669

DATE 03/28/2024

EVENT DATE
9/13-15/24

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PX2122	Dual 12" 2-Way Bl-Amp Main Speaker	4	75.00	300.00
PX2181	Dual 18" Main Speaker Subwoofer	4	75.00	300.00
Amp Rack	Crown Itech HD Amp Rack 3 12000HD	1	150.00	150.00
Amp Rack Monitor	Crown IT5000HD x 4 Wireless Router	1	75.00	75.00
DL32	32 x 16 Midas Digital Stage Box	1	100.00	100.00
MRX512m	12" 2-Way JBL Monitor Speaker Enclosure	6	50.00	300.00
Drum Monitor	12" 2-Way + 18" Subwoofer JBL PRX Powered Speakers	1	150.00	150.00
Cable Package	Complete System Cable Package	1	75.00	75.00
Mic Package	Microphone Package Complete Production	1	100.00	100.00
M32R	Midas 32 x 16 Rack Mount Digital Mixer	1	200.00	200.00
AC Power	220 Volt 200 Amp Main AC Power Distribution System	1	70.00	70.00
9.6' Truss	9.6' 12" x 12" Box Truss with Base Plates	2	75.00	150.00
ST180	18' Lift Town 440 LB Cap.	2	150.00	300.00
LED Par Can	200 Watt LED Par CAn IP65 Rated	24	20.00	480.00
M1	Martin M1 Lighting Console 4 Universe	1	250.00	250.00
7R Mover	7R Moving Head DMX Light	6	100.00	600.00
Hazer	Blizzard Haze Machine	1	125.00	125.00
Cable Package	Complete System Cable Package	1	75.00	75.00
Misc	Day 2 50% Off	1	1,600.00	1,600.00
Misc	Day 3 50% Off	1	1,600.00	1,600.00

SUBTOTAL

7,000.00

DISCOUNT	-3,200.00
TAX	0.00
TOTAL	\$3,800.00

Accepted By

Accepted Date

4. **Resolution No. 2024-18:** A Resolution Authorizing the Town of Highland, Indiana to Enter into a Fire Protection Automatic Aid Agreement with the Town of Griffith and authorizing the Council President and Fire Chief to affix their signatures to the Agreement.

Councilor Georgeff moved the passage and adoption of Resolution No. 2024-18. Councilor Black seconded. Upon a roll call vote, there were four (4) affirmatives and no (0) negatives. The motion passed. The resolution was adopted.

Resolution No. 2024-18

A Resolution between the TOWN OF HIGHLAND and the Town of Griffith entering into a Fire Protection Automatic Aid Agreement. All located in Lake County, Indiana

A Resolution Confirming and Acknowledging the Agreement made and entered into by and between the above referenced Units of local government pertaining to an Interlocal Government Agreement pertaining a Fire Protection Automatic Aid Agreement and all matters related thereto.

WHEREAS, The Towns of Highland and Griffith, (the "Units") are each a municipal corporate entity organized and existing as units of local government in Lake County, Indiana, in conformance with applicable law; and

WHEREAS, The Towns of Highland and Griffith "Units") are each governed by a duly elected Legislative Body, known herein after as the Units; and

WHEREAS, The Units have been informed and advised that they are authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with participating governmental units so as to provide better public services and facilities to the residents of the participating Towns and as units of local government; and

WHEREAS, The provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, provides that any one or more public agencies may contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such agreement shall be authorized by the governing body of each party to the agreement; and

WHEREAS, The Units have been further informed and advised that other like municipalities and units of local government located in Lake County, Indiana, are also entities empowered and authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with other local

governmental units for the purposes of better providing public services and facilities for the mutual benefit of the participating governmental units; and

WHEREAS, It is the desire of the Units to enter into the Interlocal Governmental Agreement for the purposes of coordination of mutual aid through a Fire Protection Automatic Aid Agreement is desirable for the effective and efficient provision of mutual aid; and

WHEREAS, It is recognized and acknowledged that this Agreement is for structure fires only, as the use of an individual Member Unit's personnel and equipment to perform functions outside of territorial limits of the Member Unit is desirable and necessary to preserve and protect health, safety and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HIGHLAND, IN LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION 1. The President of the Highland Town Council and the Highland Fire Chief and the President of the Griffith Town Council and the Griffith Fire Chief are hereby authorized to execute the Joint Interlocal Governmental Agreement, hereafter known as the Fire Protection Automatic Aid Agreement between the Town of Highland and the Town of Griffith to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from structure fires only; and

SECTION 2. That the Fire Protection Automatic Aid Agreement shall be signed in counterparts and each of said counterparts shall be considered an original; and.

SECTION 3. The signatories of the Units participating in this enabling Fire Protection Automatic Aid Agreement are authorized and permitted to enter into the Interlocal Agreement to ensure effective and efficient emergency response; and

SECTION 4. The Fire Protection Automatic Aid Departments shall be dispatched with the initial alarm to all incorporated areas within each Town to structure fires only; and

SECTION 5. The signatories of the Units participating in this enabling Fire Protection Automatic Aid Agreement are authorized and permitted to enter Into the Interlocal Agreement to ensure effective and efficient emergency response; and

SECTION 6. The Units participating in this Fire Protection Automatic Aid Agreement may withhold resources it determines to be necessary to provide for Its own protection and assistance will be comprised of 1 Class A Pumper/Certified Engine for structure fires only; and

SECTION 7: The Fire Protection Automatic Aid Agreement attached hereto and marked as Exhibit "A" and incorporated herein by referenced by an among the

Town of Highland and the Town of Griffith that before the Fire Protection Automatic Aid Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

SECTION 8: Each Unit approving the attached Fire Protection Automatic Aid Agreement verifies that the participating signatory has reviewed and taken all necessary and properly public meeting action for approval and entry into the attached Fire Protection Automatic Aid Agreement at a duly scheduled and noticed public meeting pursuant to applicable State law.

SECTION 9: Schedule of Implementation. That this Resolution shall take effect, and be in full force and effect, from and after the date of its passage and adoption upon its signature by the executive in the manner prescribed by I.C. 36-5-2-10(a) and under the terms found in Section 4 of this agreement.

DULY ORDAINED and ADOPTED this 12th Day of August 2024 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

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

Philip Scheeringa, President (I.C. 36-5-2-10)

Attest:

Mark Herak, Clerk-Treasurer
(I.C. 33-16-4-1; IC 36-5-6-5)

FIRE PROTECTION AUTOMATIC AID AGREEMENT

THIS AGREEMENT made and entered into this 1st day of August 2024, by and between the Highland Fire Department, Lake County, Indiana and the Griffith Fire Department, Lake County, Indiana.

WITNESSETH:

THAT, **WHEREAS** the Griffith Fire Department and Highland Fire Department ("the Parties") desire to participate in Automatic Aid; and

WHEREAS both above-named Fire Departments are dedicated to providing the highest standard of fire protection services to their respective fire districts, along with the lowest possible Insurance Services Office (ISO) Public Protection Classification ratings; and

WHEREAS Griffith Fire Department and Highland Fire Department desire to enter into an agreement for automatic aid assistance for structure fire calls only.

NOW THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, the terms of the agreement are mutually agreed upon as follows:

1. PURPOSE: The purpose of this agreement is to establish a framework for automatic aid between Griffith Fire Department and Highland Fire Department to ensure effective and efficient emergency response.
2. GEOGRAPHICAL SCOPE: The automatic aid assistance will be provided in all areas within the Town of Griffith and the Town of Highland respectively, which is hereby incorporated into this agreement.
3. EMERGENCY RESPONSE: The Automatic Aid departments of the Parties shall be dispatched with the initial alarm to all incorporated areas within each town to structure fires only.
4. ASSISTANCE PROVIDED: Automatic aid assistance will be provided as agreed upon by the Parties. Assistance from the Parties will be comprised of 1 Class A Pumper / Certified Engine for structure fire calls only.
5. EXCEPTION: Each Party may withhold resources it determines to be necessary to provide for its own protection.
6. COMPENSATION: The Parties shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
7. INJURED MEMBERS: The Parties shall provide for the payment of compensation and benefits to an injured member and to a representative of a deceased member of its respective emergency forces.
8. INSURANCE: The Parties shall provide for the insurance of its own personnel that responds for duty under the terms of this agreement and for the insurance of apparatus, equipment, and tools used specifically in response to the request for aid.
9. INFORMATION COORDINATION: The Parties agree to collaborate with the Lake County Emergency Communications Center to ensure that the information related to this automatic aid agreement is kept current and accurate. The specific place and time for staging of the assistance or aid and a point of contact at that location will be determined at the time and place of the structure fire.
10. DURATION: This agreement shall be in force for a period of one year from the effective date unless renewed by mutual consent of the Parties.

11. TERMINATION: Either Party may terminate this agreement at any time by providing the other Party with thirty (30) days' written notice.

THEREFORE, the governing boards of each Fire Department agree to this automatic aid agreement and authorize the Fire Chief to execute and maintain this document.

HIGHLAND FIRE DEPARTMENT (Auto Aid)

Fire Chief Signature

Town Council President

GRIFFITH FIRE DEPARTMENT (Auto Aid)

Fire Chief Signature

Town Council President

5. Action to approve appointment or employment of full-time employee, pursuant to Section §3.03 of the Compensation and Benefits Ordinance.
Public Works Director recommends the following:

The hiring of Matthew Budz, to the full-time position of Utility Worker in Public Works Department (Agency) at a rate of pay of \$18.00 per hour. This will not increase the full-time workforce greater than the authorized work force strength.

***the motion should be to approve the hiring of Matthew Budz to the full-time position of Utility Worker at the rate of pay of \$18.00 per hour and to authorize the Town Council to affix their signatures to the Personnel-Employment Notice*

Councilor Georgeff moved to approve the hiring of Matthew Budz to the full-time position of Utility Worker at \$18.00 per hour and to instruct the Town Council to affix their signatures to the Personnel-Employment Notice. Councilor Robertson seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed.

TOWN OF HIGHLAND
PERSONNEL-EMPLOYMENT NOTICE

Name: Matthew Budz Employee Payroll #
Address: 518 E Glen Park Ave Phone #: 219-318-0258
Department: Public Works Account #: HWT
Email address: matthewbudz@gmail.com

NEW HIRE (Not currently on the payroll in any status) Date Effective: 8-19-24
Remind new hires they will need to show their original social security card when they complete their employment forms.

*NEW HIRE PERSONNEL NOTICE MUST BE FILED WITH THE CLERK-TREASURER'S OFFICE
*BEFORE EMPLOYEE STARTS WORKING/HIRE DATE!

For EEOC purposes, please indicate: ☒ Caucasian ☐ Black ☐ Hispanic ☐ Native American
☐ Multi-racial ☐ Other: ☐ Male ☐ Female

Job Title: Utility Wkr Bi-weekly Salary/Hourly Rate: 18.00

Characterize the Employment:
☒ Full-Time ☐ Part-Time ☐ Summer ☐ Temporary/Seasonal: _____
☐ Minor (under age 18) ☐ Work Permit Received (Date Season Ends)

Full-Time Only:
This position succeeds: Joshua Bertossi (If applicable)
The current workforce level is 3 as of the date of this notice.
This position will not increase authorized full-time work force levels.

PAY RATE CHANGE OR CHANGE IN STATUS Date Effective: _____

Current: _____ Account: _____
Job Title: _____ Longevity: _____
Base Bi-weekly/Hourly Rate: _____

Proposed: _____ Account: _____
Job Title: _____ Longevity: _____
Base Bi-weekly/Hourly Rate: _____
This position succeeds: _____

Characterize the Increase or Status Change:
☐ Merit ☐ Promotion ☐ Returning Summer ☐ Brevel/Acting Appt. ☐ Per Ordinance
☐ Administrative Leave (department head requesting must detail rationale on reverse of form)

SEPARATION Last Day Worked: _____ Effective Last Day: _____

☐ Resignation ☐ Discharge ☐ Retirement ☐ Other _____
(Details for Discharge may be found in personnel file of the department)

To be paid last direct deposit or payroll check (Detail on back of this page if necessary):

Vacation Pay: _____ Comp Pay: _____ Personal Day Pay: _____
Severance Pay: _____ Holiday Pay: _____ Other Pay Allowed: _____

SUPERVISOR SIGNATURE: _____

Date: 8-6-24

TOWN COUNCIL/BOARD OF JURISDICTION ACTION:
(If applicable)

☐ APPROVED ☐ DISAPPROVED

Date: _____

6. **Resolution No. 2024-20:** A Resolution Authorizing the submission of an Application for a Community & Urban Forestry Assistance (CUFA) Matching Grant between the State of Indiana, through its Indiana Department of Natural Resources and the Town of Highland to retain a Professional Arborist Contractor to remove and prune trees.

Councilor Georgeff moved the passage and adoption of Resolution No. 2024-20. Councilor Black seconded. Upon a roll call vote, there were four (4) affirmatives and no (0) negatives. The motion passed. The resolution was adopted.

**TOWN of HIGHLAND
HIGHLAND TOWN COUNCIL
RESOLUTION NO. 2024-20**

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A COMMUNITY & URBAN FORESTRY ASSISTANCE (CUFA) MATCHING GRANT BETWEEN THE STATE OF INDIANA, THROUGH ITS INDIANA DEPARTMENT OF NATURAL RESOURCES AND THE TOWN OF HIGHLAND TO RETAIN A PROFESSIONAL ARBORIST CONTRACTOR TO REMOVE AND PRUNE TREES IDENTIFIED AS HAZARDOUS IN HIGHLAND'S URBAN FORESTRY MANAGEMENT PLAN, LOCATED IN THE DOWNTOWN, PARKS, PUBLIC WORKS GARAGE, OTHER MUNICIPAL PROPERTIES AND AREAS OBSTRUCTING SIGHT AT INTERSECTIONS AND TO ALLOW THE TOWN COUNCIL PRESIDENT TO AFFIX HIS SIGNATURE

Whereas, Indiana Code 36-1-7-1, et seq., allows local government entities to make the efficient use of their powers by enabling them to mutually purchase and utilize equipment, supplies and services for the mutual benefit of each other; and

Whereas, The Indiana Department of Natural Resources (DNR), Division of Forestry Community and Urban Forestry Program (CUF) and the United States Forest Service (USFS) offer three (3) grant programs; and

Whereas, The Community and Urban Forestry Assistance (CUFA) Matching Grant is one such program; and

Whereas, To be eligible for a grant, applicants must be a Municipality or a non-profit 501(c)3; and

Whereas, Project types that are eligible to be funded with this grant are: Tree Inventory; Tree Canopy Assessment; Management/Response Plan; Education/Training; Tree Planting & Community Engagement or Other Activities; and

Whereas, The Town of Highland is applying for a Community & Urban Forestry Assistance (CUFA) Matching Grant offered by the State of Indiana through the Indiana Department of Natural Resources with funds provided by Indiana Department of Natural Resources Division of Forestry's Community Urban Forestry Program to retain a

Professional Arborist Contractor to remove and prune trees identified as hazardous in Highland's Urban Forestry Management Plan; and

Whereas, The Application requires evidence that the Town of Highland is willing to pledge a 1 to 1 local matching share; up to \$25,000 if the project is approved; and

Whereas, The Town of Highland pledges 50% matching funds for the Project; and

Whereas, The deadline for submission of the Application is Wednesday, September 4, 2024; and

Whereas, The matching share is proposed to be contributed pursuant to terms of the Application in which a pledge would be made to underwrite the cost from 2024 budget of the Highland General Fund; and

Whereas, Town of Highland desires to provide evidence of the local government's pledge to make budget appropriations necessary for providing a local matching share if a Community & Urban Forestry Assistance (CUFA) Matching Grant agreement is offered and to contract for a Professional Arborist Contractor; and,

Now Therefore, in consideration of the mutual terms, covenants, and conditions set forth herein, the Town of Highland, through its Town Council acting as the Board of Works, now does hereby resolve as follows:

Section One: That Town Council acting as the Board of Works shall take all appropriate and legal measures to support a Community & Urban Forestry Matching Grant application to retain a Professional Arborist Contractor to remove and prune trees identified as hazardous in Highland's Urban Forestry Management Plan;

Section Two: That the President of the Town Council is hereby authorized to affix his signature to the Community & Urban Forestry Assistance (CUFA) Matching Grant application further, the Clerk-Treasurer is hereby authorized to attest the execution of said agreement by the President of the Board;

Section Three: That this Resolution shall take effect and be in full force and effect from and after its passage by the Town Council acting as the Works Board of the Town of Highland, Lake County, Indiana.

Duly passed, resolved and adopted by the Town Council acting as the Works Board of the Town of Highland, Lake County, Indiana, this 12th Day of August 2024, by a vote of 4 in favor and 0 opposed.

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

ATTEST:

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

7. **Resolution No. 2024-21:** A Resolution of the Governing Body of the Town Of Highland, Indiana, authorizing the execution and delivery of a Master Equipment Lease-

Purchase Agreement and Separate Lease Schedules and Certificate of Acceptance with respect to the Acquisition, Purchase, Financing and Leasing of certain Equipment for the

Public Benefit; Authorizing the execution and delivery Documents required in connection therewith; and Authorizing the taking of All other actions necessary to the consummation of the Transactions contemplated by this Resolution.

Councilor Robertson moved the passage and adoption of Resolution No. 2024-21.

Councilor Black seconded. Upon a roll call vote, there were four (4) affirmatives and no (0) negatives. The motion passed. The resolution was adopted.

TOWN OF HIGHLAND RESOLUTION NO. 2024-21

A RESOLUTION OF THE GOVERNING BODY OF THE TOWN OF HIGHLAND, INDIANA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT AND SEPARATE LEASE SCHEDULES AND CERTIFICATES OF ACCEPTANCE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Town of Highland, Indiana (the "*Lessee*"), an Indiana municipal corporation duly organized and existing as a political subdivision, or similar public entity of the State of Indiana, is authorized by the laws of the State of Indiana to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment (including maintenance and other support service agreements) constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Agreement*") and separate Lease Schedules and Certificates of Acceptance relating thereto from time to time as provided in the Agreement with Crossroads Bank. (the "*Lessor*"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules and Certificates of Acceptance relating thereto as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of _____ The Town of Highland, Indiana follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the separate Lease Schedules and Certificates of Acceptance relating thereto as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Public Works Director, or The Clerk-Treasurer of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Public Works Director or The Clerk - Treasurer of the Lessee are hereby authorized and directed to execute the Agreement, each Lease Schedule, each Certificate of Acceptance and any related Exhibits and Attachments attached to any thereof and to deliver the Agreement, each Lease Schedule and each Certificate of Acceptance (including such Exhibits and Attachments) to the respective parties thereto.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement, each Lease Schedule and each Certificate of Acceptance to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of any tax certificate and agreement, each with respect to separate Lease Schedules and Certificates of Acceptance, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement, each Lease Schedule and each Certificate of Acceptance.

EXHIBIT 2 (TO LEASE SCHEDULE NO. 1); FORM OF AUTHORIZING RESOLUTION

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease Schedule, any Certificate of Acceptance nor any other instrument shall be construed with respect to the Lessee as incurring a

pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule, any Certificate of Acceptance or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.

Section 4. Appointment of Authorized Lessee Representatives. The Public Works Director or The Clerk-Treasurer of the Lessee is hereby designated to act as authorized representative of the Lessee for purposes of the Agreement, each Lease Schedule and each Certificate of Acceptance until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement, each Lease Schedule and each Certificate of Acceptance in which event the Lessee shall notify the Lessor in writing of any new authorized representatives designated as herein provided.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity of unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 12th day of August, 2024

LESSEE: Town of Highland, Indiana

By: _____

Printed Name: Philip Scheeringa
Title: Highland Town Council President

ATTEST:

By: _____

Printed Name: Mark Herak

Title: Highland Clerk-Treasurer _____

APPROVED AS TO FORM:

ATTORNEY FOR LESSEE

8. **Works Board Order No. 2024-41:** An Order Finding And Determining Certain Personal Property Of The Municipality As No Longer Needed For The Purposes For Which Originally Acquired Or Have Been Left In The Custody Of An Officer Or Employee Of The Town Of Highland And Have Remained Unclaimed For More Than One (1) Year Or Have Been Deemed Worthless And Of No Market Value and donating said property to another Municipality.

Councilor Black moved to approve Works Board Order No.2024-41. Councilor Georgeff seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed and Works Board Order No. 2024-41 was adopted pending the signature of the municipal executive.

The Town of Highland
Board of Works Order No. 2024-41

An Order Donating Certain Personal Property to another Governmental Entity and Finding and Determining Certain Personal Property of the Municipality is No Longer Needed for the Purposes for which Originally Acquired and Having Been Deemed Worthless and of No Market Value because the Value of the Property is Less than the Estimated Cost of the Sale and Transportation of the Property.

Whereas, The Town Council for the Town of Highland is the Works Board of the Municipality pursuant to IC 36-1-2-24(3); and

Whereas, The Town Council has been advised by Fire Department of the Town of Highland that two (2) items of personal property, which are owned by the municipality are no longer needed for the purposes for which they were originally acquired, pursuant to IC 5-22-22-8; and

Whereas, The Fire Department has recommended and requested that disposal of certain personal property be authorized, all pursuant to the provisions of IC 5-22-22-1 (22)(A) et seq.; and,

Whereas, The Town Council now desires to favor the recommendation and take those steps necessary to authorize and approve the disposal of personal property of the municipality pursuant to the applicable law by donating same to another governmental body.

Now, Therefore, Be it ordered by the Town Council of the Town of Highland, Lake County, Indiana:

Section 1. That the Town Council of the Town of Highland acting as the works board, hereby finds and determines the following:

(A) That there is are certain articles of personal property possessed or owned by the municipality that are no longer needed, unfit for the purposes for which they were acquired, pursuant to IC 5-22-22-8.

(B) That these same articles of personal property possessed or owned by the municipality are now deemed worthless or of no market value as the estimated costs of the sale and transportation of the property exceeds the property value, pursuant to IC 5-22-22-8.

(C)That these two (2) items of personal property are more particularly described in Exhibit A, attached to and incorporated in this Works Board Order.

(D) That the two (2) items of personal property have no worth and disposing of same will be costlier than the simple private transfer to another governmental body for public purposes.

(E) That the two items of personal property are exempt from the confines of IC 5-22-22 et seq. because they are being deemed worthless and donated to another governmental organization for public purposes.

Section 2. That the Town of Highland Fire Department is hereby authorized and instructed to cause a lawful disposal or transfer of the personal property identified in this Works Board Order by private transfer without advertising to, and at the request of, The Fire Department of the City of Crown Point, Indiana for use by said departments Technical Rescue Team.

Section 3. That this transfer is a donation to another governmental body for public safety purposes and the no (\$0.00) proceeds are expected from the lawful disposal and transfer authorized by this Order but should proceeds arise, any and all proceeds yielded from the lawful disposal or transfer authorized by this Order shall be deposited with the Office of the Clerk-Treasurer, where such proceeds shall be deposited to the credit of the Corporation General Fund.
Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 12th day of August 2024 having passed by a vote of 4 in favor and 0 opposed.

Enrolled Minutes
Highland Town Council
August 12, 2024
Page 75 of 94
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)

EXHIBIT A
Personal Property for Donation/Disposal

1. Lumber trailer V.I.N. 1B9FM16296J202083

2. USAR Trailer V.I.N. 1WC200E2161113751

9. **Works Board Order No. 2024-42:** An Order Approving and Authorizing the Metropolitan

Police Chief to Purchase from Source, Inc. 17850 W. 99th Street, Lenexa, KS 66219 in-car computers with accessories, and finding it finding it to be both a Special Purchase and a Small Purchase pursuant to I.C. 5-22 and Section 3.05 of the Highland Municipal Code.

Councilor Georgeff moved to approve Works Board Order No.2024-42. Councilor Robertson seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed and Works Board Order No. 2024-42 was adopted pending the signature of the municipal executive.

Town of Highland
Board of Works
Order of the Works Board 2024-42

An Order Approving and Authorizing the Metropolitan Police Chief to Purchase from Source Inc., 17850 W. 99th Street, Lenexa, KS six (6) in-car computers with accessories, and finding it finding it to be both a Special Purchase and a Small pursuant to I.C. 5-22 and Section 3.05 of the Highland Municipal Code.

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;

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. An opportunity has arisen which enables the department to purchase additional in-car cameras with accessories;

Whereas, The Metropolitan Police Chief has identified Source Inc of Lenexa, KS to be a desirable source vendor for the purchase of the in-car computers with accessories at a price of \$21,678.24;

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

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;

Whereas, The Metropolitan Police Chief, pursuant to Section 3.05.050(D)(2) of the Highland Municipal Code, serves as the Purchasing Agent for the Metropolitan Police Department;

Whereas, the Purchasing Agent, believes that this purchase qualifies as a special purchase to be made without soliciting bids or proposals because in this instance (1) the compatibility of equipment, accessories or replacement parts is a substantial consideration in this purchase and (2) only one source meets the department's reasonable requirements, which is the source recommended for this purchase;

Whereas, The Purchasing Agent, further believes that this purchase qualifies as a small purchase to be made without soliciting bids or proposals as the purchase price is below \$50,000, all pursuant to HMC Section 3.05.060(G);

Whereas, The Purchasing Agent, for the rationale stated herein, elects to purchase without resort to soliciting quotes or bids pursuant to Section 3.05.060(G)(2) and Section 3.05.065 (I) of the Highland Municipal Code;

Whereas, The purchase of the in-car computers and accessories will be supported by appropriations in the **Municipal Cumulative Capital Development (MCCD) Fund**, all pursuant to HMC Section 3.05.040(E); and,

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 authorizes and approves the purchase as from Source Inc., of 17850 W. 99th Street, Lenexa, KS, for the purchase of six (6) several in-car computers plus accessories as set forth in the invoices, which is attached as an exhibit to and made a part of this order in the amount of **\$21,678.24**;

Section 2. That the Works Board hereby finds and determines the following:

- (A) That Source Inc., of 17850 99th Street, Lenexa, KS a sole source to meet the police departments reasonable requirements for this purchase;
- (B) That for this purchase, the compatibility of equipment, accessories or replacement parts is a substantial consideration; and,

- (C) That the foregoing rational, this purchase qualifies as a special purchase pursuant to IC5-22-10 et seq. and HMC Section 3.05.065 (I);and,
- (D) That the purchase price is less than \$50,000, so this purchase also constitutes a small purchase, which can be made in the open market as the purchasing agent may determine, pursuant to HMC Section 3.05.060(G);

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 36-5-1-4-14.

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 12th day of August 2024 having passed by a vote of 4 in favor and 0 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(6);IC 36-5-6-5)

source|inc.

WIRELESS SOLUTIONS

Source, Incorporated of Missouri
17850 W 99th Street
Lenexa, KS 66219
United States
(913) 663-2700

Estimate
22926

Sales Agent
Wade

Shipping Information
FedEx Ground®

Bill To
Edward Dabrowski
Town of Highland
3333 Ridge Road
Highland, IN 46322
United States

Ship To
Edward Dabrowski
Town of Highland
3333 Ridge Road
Highland, IN 46322
United States

PO #	Date	Expires	Terms
	8/8/2024	9/7/2024	Net 30

Quantity	Item	Rate	Amount
6	7527430_R AM2064QA5DXX, Getac A140 Fully Rugged 14 inch Windows A140G2: i5-10210U, Webcam, Win11+16GB, 256GB PCIe SSD, SR FHD IPS+TS+stylus, Rear Cam, WIFI+BT, LAN, SCR, 3 Yr B2B Warr, 7527430	\$3,042.64	\$18,255.84
6	4166448_R GE-SVTBNFXSY, Bumper to Bumper + Extended Warranty- Tablet (Year 5) - Getac, Tablet (A, F & V Series), Bumper-to-Bumper +Extended Warranty, 5, Years, 4166448	\$566.40	\$3,398.40

Subtotal	\$21,654.24
Processing Fee	
Estimated Shipping	\$24.00
Estimated Tax	\$0.00
Total	\$21,678.24

Source Inc Terms and Conditions

Upon receiving this estimate please click here, to review [Source Inc's Terms and Conditions](#). Please note all credit card transactions will be charged a 3.5% processing fee.



22926

10. **Works Board Order No. 2024-43:** An Order Authorizing and Approving An Agreement between The Idea Factory and the Town of Highland to perform Professional Design and Development Services for the Municipality not to exceed \$10,000. (*The professional design services were solicited to support redesigning/reworking of the Town of Highland website – highland.in.gov.*)

Councilor Robertson moved to approve Works Board Order No.2024-43. Councilor Black seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed and Works Board Order No. 2024-43 was adopted pending the signature of the municipal executive.

**TOWN OF HIGHLAND
BOARD OF WORKS
ORDER OF THE WORKS BOARD NO. 2024-43**

**AN ORDER APPROVING AND AUTHORIZING AN AGREEMENT
BETWEEN THE IDEA FACTORY AND THE TOWN OF HIGHLAND TO
PERFORM PROFESSIONAL DESIGN AND DEVELOPMENT SERVICES
ON THE TOWN OF HIGHLAND IN THE AMOUNT OF \$10,000.00**

Whereas, The Town of Highland, through its Town Council, which is the Works Board of the Municipality has heretofore determined that a need exists to redesign/rework the Town of Highland website – highland.in.gov to provide greater information to the public regarding the operations and services of the municipality;

Whereas, The Town has heretofore determined that a need exists to engage professional media design and development services to assist and support the provision of greater information to the public regarding the operations and services of the municipality;

Whereas, Robin A. Carlascio and Theresa K. Badovich, d.b.a. The *Idea Factory*, a media development and design, communication consulting alliance, has proposed to provide professional design and development services through the redesign/reworking of the Town of Highland website – *highland.in.gov*; and

Whereas, The Town of Highland, through its Town Council, which is the Works Board of the Municipality pursuant to I.C. 36-1-2-24(3), has heretofore determined a need exists to provide improvements to the Town of Highland website – *highland.in.gov*; and

Whereas, As purchasing agency, the Town Council may purchase services using any procedure it considers appropriate, pursuant to IC 5-22-6-1; and

Whereas, The Highland Municipal Code provides that, the Town Council may make all contracts for professional services on the basis of competence and qualifications for the type of services to be performed, and negotiate compensation that the public agency determines to be reasonable, pursuant to Section 3.05.090; and

Whereas, Robin A. Carlascio and Theresa K. Badovich, d.b.a. *The Idea Factory, Incorporated* (Consultant) has offered and presented a professional services agreement to redesign/rework the Town of Highland website – highland.in.gov, based upon a one-time charge, in an amount not to exceed ten thousand, Dollars and 00/100 Cents (\$10,000);

Whereas, There are sufficient and available appropriations balances on hand to support the payments under the agreement, pursuant to IC 5-22-17-3(e); and

Whereas, The Town of Highland, through its Town Council now desires to approve the project and to accept and approve the agreement for services as herein described,

Now Therefore Be it Ordered by the Town Council, acting as the Works Board of the Town of Highland, Lake County, Indiana as follows:

Section 1. That the Professional Design and Development Services, (incorporated by reference and made a part of this Order as Proposal D) between Robin A. Carlascio and Theresa K. Badovich, d.b.a The Idea Factory and the Town of Highland to provide Professional Design and Development Services to redesign/rework the Town of Highland website – highland.in.gov, is hereby approved, adopted and ratified in each and every respect;

Section 2. That the terms and charges under the proposal for Professional Design and Development Services in the not to exceed ten thousand, Dollars and 00/100 Cents (\$10,000) are found to be reasonable and fair;

Section 3. That the Town of Highland, through its Town Council, believes that Robin A. Carlascio and Theresa K. Badovich, d.b.a **The Idea Factory** has demonstrated professional competence and qualifications to perform the particular professional services called for in the Agreement and associated project, pursuant to I.C. 5-16-11.1-5;

Section 4. That the Town Council President be authorized to execute this agreement under the terms of this order with his signature as attested thereto by the Clerk-Treasurer;

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 12TH day of August 2024 having passed by a vote of 4 in favor and 0 opposed.

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

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

Attest:

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

AGREEMENT

This Agreement made and entered into this 12th day of August 2024, by and between the **TOWN OF HIGHLAND, BY AND THROUGH ITS TOWN COUNCIL** (hereinafter referred to as the "Town"), and **ROBIN CARLASCIO and THERESA BADOVICH d/b/a THE IDEA FACTORY** (hereinafter referred to as "Idea Factory").

WITNESSETH THAT:

WHEREAS, The Town is interested engaging the services of Idea Factory for to redesign/rework the Town of Highland website *-highland.in.gov*; and

WHEREAS, Idea Factory is interested in entering into such an agreement to redesign/rework the Town of Highland website *-highland.in.gov*; and

WHEREAS, The parties wish to reduce their agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. The Idea Factory agrees to redesign/rework the Town of Highland website *-highland.in.gov*; and
2. The Idea Factory shall be paid a one-time charge not to exceed ten thousand, Dollars and 00/100 Cents (\$10,000); and
3. That the Town of Highland, through its Town Council, believes that **The Idea Factory** has demonstrated professional competence and qualifications to perform the particular professional services called for in the Agreement, pursuant to I.C. 5-16-11.1-5;

IN WITNESS WHEREOF, this Agreement has been entered into between the parties this 12th day August 2024.

TOWN OF HIGHLAND

By: _____
Philip Scheeringa, President

Attest: _____
Mark Herak
Clerk-Treasurer

THE IDEA FACTORY

Robin Carlascio

Theresa Badovich

	ONE COURTHOUSE SQUARE SUITE 207 CROWN POINT, IN 46307	THERESA BADOVICH theresa@theideafactory.us.com 219.669.8312
		ROBIN CARLASCIO robin@theideafactory.us.com 219.831.0634

To:
Highland Clerk-Treasurer Mark Herak
Highland IT Director Ed Dabrowski
Highland Town Council

From: The Idea Factory

Subject: 2024 Contract - **Proposal D**
Redesigning/reworking Town of Highland website - highland.in.gov

Option levels for website redesign:

\$5,000 level includes:

Home page slider images	Social Media Integration throughout
Home page icons	New color palette throughout

\$7,500 level includes:

All of the above, plus	
Calendar widget	Initial Calendar Entries
Calendar Training	

\$10,000 level includes:

All of the above, plus
In-person department head and staff meetings to rework content and visuals.
Includes custom content, design and photography.

\$15,000 level includes:

All of the above, plus
Explore Downtown Highland Business widget and listings
Real Estate widget and listings
Document Center widget

Comments from the Town Council:

(Good of the order)

Before Comments from the Council, Councilor Scheeringa, speaking on behalf of the entire Council, offered their condolences to the Bridges Family as Jeff Bridges passed away earlier in the day.

• **Councilor George Georgeff:** *Chamber of Commerce; • Liaison to the Board of Water Works • Co-Chair Town Board of Metropolitan Police Commission • Redevelopment Commission Member*

Councilor Georgeff recognized Metropolitan Police Chief Ralph Potesta who provided the following statistics since the July 22, 2024 plenary meeting:

Police Activity (past 3 weeks):

0 Burglaries / 0 Rapes / 0 Assaults / 0 Auto Thefts

1 Robbery – Ulta – July 28th at 5:02pm - 1 male and 1 female entered store. Smashed out glass display case with a crowbar. Gun was displayed by the male so classified as a Robbery. \$5,000 worth of cologne / perfume taken. Detective Durocher working with Illinois agencies on solid suspect leads. Charges pending.

Responded to 11 Domestic Disturbance calls – No arrests made.

8 DUI arrests made

1 involved a subject who backed into one of our officer's parked squad car that was parked unattended in front of the officer's residence last week Saturday at 325am. Squad is being looked at and we are awaiting an estimate to see if its salvageable.

55 accidents covered (12 of those involved personal injury)

Male out Johnson City NY stole a semi from a business in Gary and proceeded to get into a pursuit with several Lake County police agencies that ended in a collision with several vehicles in the area of Main St. / US 41. Several cars hit (7 in Highland). Schererville Officers filed 12 charges (9 Felonies / 3 Misdemeanors):

8 Counts of Level 5 Felony Battery by Means of a Deadly Weapon
1 Count of Level 6 Felony Resisting Law Enforcement
1 Count of Class A Misdemeanor Resisting Law Enforcement
2 Counts of Misdemeanor Leaving the Scene of an Accident

Detective Brazzinski applying for arrest

8 Retail Thefts / 4 Suspects Charged:

Had 4 Venezuelan males out of one of the Chicago migrant shelters come to our Kohl's this past weekend. One of the males stole \$211 in merchandise and was charged.

\$133 in laundry detergent items stolen - No suspects – Cid following up on video and LPR evidence

\$750 in meat and liquor stolen – Male out of Hammond charged

\$290 in liquor stolen – Male out of Kankakee IL charged

\$250 in liquor stolen – Male out of Chicago charged.

\$428 in liquor stolen – Female suspect – detectives following up on video and LPR evidence.

\$5,000 in merchandise stolen from one of our beauty supply stores. 4 F/B's with IL license plate filled bags full of merchandise and walked out of store. Detective Peckler following up on video evidence.

2 thefts from lockers at one of our gyms in town.

2 member's wallets stolen - 1 cell phone also stolen.

2 wallets stolen from shopping victim:

Shopper at our Stracks had her phone and wallet stolen out of her shopping cart. One male distracted her while the second stole the phone and wallet. \$2800 gaming system purchased from victims credit card at Best Buy.

Several attempted transactions from the second victim's credit cards. Early reporting to her credit card companies prevented these purchase from going through.

Program your credit card company phone numbers in your cell phone!

5 cars broken into last week. Mostly tools being taken. Several thousand dollar's worth.

2 victim businesses in town

2 residential victims

1 subject had his car broken into at the Sharp Athletic Complex.

Total citations issued	2024 - 2,645	UP	2023 - 2,448	+ 197
Total warnings issued	2024 - 2,857	DOWN	2023 - 2,883	- 26
Total incidents handled	2024 - 4,675	DOWN	2023 - 5,585	- 910
Total accidents handled	2024 - 518	DOWN	2023 - 587	- 69
Total DUI arrests	2024 - 66	UP	2023 - 50	+ 16

He then described the situation that occurred at Main and 41 this past weekend. He said it was a male out of Johnson City, New York, who stole a semi-tractor trailer from a business in Gary and pursued by several law enforcement agencies throughout Lake County. The driver ended up in a collision at Main and 41. Several cars were hit, including seven (7) cars in Highland. The Schererville Police Department filed twelve (12) charges, with nine (9) being felonies and three (3) being misdemeanors. He said Officer Josh Brzezinski applied a tourniquet to the driver's arm, which probably saved the driver's life.

He then acknowledged Redevelopment Director Maria Becerra who gave the following report:

TOWN COUNCIL REPORT OUT 8-12-2024 REDEVELOPMENT DIRECTOR

UNDER CONTRACT

NIES – PROPOSED MAIN SQUARE FENCE ENGINEERING

HYRE – ELECTRIC REPAIR RIDGE/HIGWYA

ARCHITECT- TOWN HALL/FIRE STATION CONSULTANT STARTED DEPT HEAD INTERVIEWS TODAY

REQUEST FOR PROPOSAL IN POSTED FOR THE DECORATIVE LIGHTS DOWNTOWN DUE BACK 9-6-2024

COMPREHENSIVE MASTER PLAN – CONTRACT TO BE APPROVED & SIGNED 8-19-2024

SAFE STREETS FOR ALL CONSULTANT GATHERING CRASH DATA FROM NIRPC ANALYST

SUCCESSFUL BIG CRAWL 7-30-24 NEXT ONE IS 8-27 THEN ONE ON 9-23

THURSDAY MARKET IS ON GOING

LEGAL IS WORKING ON

ACQUISITION OF KENNEDY

DISPOSITION OF INDIANAPOLIS

AND THE KENNEDY NORTH & SOUTH DEVELOPMENTS

READI 2 APPLICATION FOR HIGHLAND WAS NOT SELECTED

• **Councilor Doug Turich:** *Park and Recreation Board Liaison • Liaison and Plan Commission Member • Advisory Board of Zoning Appeals Liaison • Redevelopment Commission Member*

With Councilor Turich being absent, Councilor Scheeringa acknowledged Park Superintendent Alex Brown. Alex began by saying the last concert of the summer will be this Wednesday at Main Square. He said the concert series will conclude with a polka band. Originally, there was no polka bands scheduled to play during the concert series but they received a lot of complaints so they scheduled one (1) additional concert. He said this Thursday, at Main Square, the Highland High School Athletic Booster Club will be having their annual tailgate party. He said the pickle ball courts at Meadows and the tennis courts at Brantwood are moving along per schedule. He complimented Derek Snyder of Nies Engineering for his work with the Park Department on the redesign work at Shepard Park. The redesign involved moving the existing softball field, expanding the south parking lot, removing the basketball courts and putting in more soccer fields. Nies did all that work for nothing. Alex said he is working with Musco Sports Lighting to replace the softball lighting at Sankowski and Meadows, which are over forty (40) years old. They are replacing them with LED lights and Alex commented how expensive the new lights are but it will save the Town money in less maintenance and electric costs. He said the lighting will be much better. He said bids were let for the five (5) concession stands to make them ADA compliance and were part of the CDBG grant. It was a 50/50 matching grant so the Park Department has to come up with 50%. He said the fall brochure will hit the streets next week which will cover the activities between September and December. He said the really big news is that the Park Department is taking over the Highland Youth Girls Basketball Program. This program was started over twenty-five (25) years ago by Dale Fieldhouse who passed roughly 7 or 8 years ago. The Park Department never had a girl's program and only offered coed will now be able to offer a girl's program.

He then acknowledged Building Commissioner Ken Mika who said at the Plan Commission study session, the Commission members reviewed the provisions to the existing sign ordinance, making modifications to the existing Sign Ordinance. He said Attorney Reed had the legals published in the newspaper and the public hearing is set for two (2) weeks. He said he met with representatives of Traditions, who dropped off preliminary plans, as well as site plans. He said, the owner will not be ready to meet with the Plan Commission until September. He said because the property is in a zoning overlay district, they will have to submit a developmental plan. He has already advised the owner some of the issues he'll have to address. He did say he issued a demo permit last week. He said Cardinal Campus is still excavating the land for the new boutique hotel and a building permit was issued for the new Dunkin Donuts on Kennedy Avenue. He said the BZA will be meeting on the 28th of this month to approve the Finding of Fact from their July meeting. He said that the property formally known as Homestead Motors has been sold to a fast food chain. The property is located at 41 and Hart Road. He added there are a lot of complications in developing that property.

- **Councilor Alex Robertson:** *Sanitary Board Liaison • Redevelopment Commission Member • Council of Community Events Commission Liaison • Public Works Liaison • Liaison to Main Street Bureau • Liaison to the Tree Board • Liaison to the Highland Neighbor for Sustainability.*

Council Robertson acknowledged Public Works Director Mark Knesek who gave an update on the sewer project. He said the project is moving right along and is past the ball fields at the Sharp Athletic Complex. He said they are moving towards Parrish Avenue and should be there in a couple of weeks. In order to get to Parrish Avenue, the power lines will have to be moved in order to get the equipment through. He said not only Nipsco's lines that have to be moved but also AT&T, as well as, cable that has to be moved. The cable and phone lines can be dropped to the ground and the residents will still have service but when moving the Nipsco lines, the power will have to be cut. The residents will be out of power for a period of time. Nipsco and the contractor will send out notifications to the residents informing them when they will be without power. Once the sewer pipe is laid, power will be restored. He said the contractor will be moving the water line on Parrish Avenue from the east side of the street to the west side of the street. This is because the sewer lines are going in the east side where the old water main was. He said the contractor for the Community Crossings Project, Milestone Contractors, will be in Town next starting on removing and replacing the concrete on the streets that were part of the CCMG project. Once the concrete work is complete, the contractor will then mill the streets. After milling, the streets will be repaved. Weather permitting and with the exception of Main Street, they hope to have all the work completed by the 16th of September. Once the other roads are complete, the contractor will start on Main Street. The work on Main Street will be done in the evening after 8 o'clock p.m. Again, with weather permitting, the contractor hopes to be done by the end of September.

- **Councilor Tom Black:** *Redevelopment Commission Liaison and Member • Member of the Lake County Solid Waste Management District Board • Member of the Northwestern Indiana Regional Planning Commission (NIPRC) • Shared Ethics Representative • Liaison Traffic Safety*

Councilor Black concurred with Councilor Scheeringa in offer his condolences to the Bridges family, describing Jeff as a pillar in the Griffith community. He said it was a shock when he heard the news of Jeff's passing.

He asked Public Works Director if he had had an opportunity to contact the CN railroad about the crossing on Kennedy Avenue as it is really bad. Mark Knesek said he was on vacation last week and hadn't he will call them this week.

Councilor Black said the Lake County Solid Waste Board is having a presentation on the current status on recycling. All residents are invited to attend. He said the meeting will be on the 19th of August.

- **Town Council President Philip Scheeringa:** *Town Executive (I.C. 36-1-2-5-(4); I.C. 36-5-2-2; I.C. 36-5-2-7); • Board of Trustees of the Police Pension Fund, Chair (By Law) • Budget Committee Chairman • Redevelopment Commission Member • Co-Chair Town Board of*

Metropolitan Police Commission • Fire Department Liaison • Information Communications and Technology Department Liaison • Building and Inspection Department Liaison.

Councilor Scheeringa acknowledged Fire Chief Mike Pipta who said July was an exceptionally busy month with nineteen general alarms and 65 paid still alarms. So far year to date, they are at 364 calls for the year. They had three (3) major structure fires in the month and two (2) mutual aid calls. He passed out a flyer advising that the dedication of Truck #2, will be this Wednesday, August 14th at 6 o'clock p.m. It is called a Wet Out Ceremony and is being dedicated to the memory of Chief Timmer. He said they have one new fire fighter in the fire academy. The program will last six (6) months. He said they handed out one of the three car seats they received in a grant.

Councilor Scheeringa then acknowledged IT Director Ed Dabrowski who said he is working on some projects but the Town did experience an internet outage at four of our facilities last Friday. The downtown area was hit significantly hard and took longer to bring back on-line but was back on-line later in the day. Public Works was back up and running in about an hour. The problem was caused by Comcast and he noted that all customers were affected, not just the Town of Highland. He said Comcast is replacing many of their poles and the components to provide faster speeds with their internet and at the same cost. He said one of his goals for this year was to change out all of MDTs in the fire apparatus'. He was happy to report that the project was completed five (5) months early. He complimented Nick from the Fire Department for helping him. The new modems operate at 5G. His next goal is to change out the police vehicles MDTs to faster MDTs at 7G. He said he would like to meet with the Sanitary and Water Boards about updating they're Scada system. He said the system is starting to show its age and is time for an upgrade. He gave the example of a water break or water leak in a business or house. With the current system, that leak wouldn't be detected till the end of the month when the reports are run. With a new Scada system, the leak would be detected immediately.

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

Comments from Visitors or Residents:

Linda Carter, Highland, asked the Council if residents were permitted to hold weddings on their own property. She was advised that they could. She then asked the status of the two (2) issues at Meadows Park she forwarded to Councilor Turich and to Trever Kenley. One dealt with the water faucets in the women's bathroom at Meadows which wasn't working or wasn't on and the other was the trees at Meadows that were not pruned and the branches were hanging almost on the ground. Neither Councilor Turich or Trever Kinley were present so she asked Park Superintendent Alex Brown who responded that this is the first he's hearing of it. He reemphasized that he is the Park Superintendent and she needs to go through him and not the liaison to the park department or a worker for the park department. He gave her his email address.

Larry Kondrat, Highland said he was a little confused. How does spending \$377,000 on a dog pound develop any economic stimulation on the Kennedy Avenue corridor? And since, you're not going to answer that question, I'm going to ask how much more money is the Town going to spend renovating that building to make it into a building to house a dog pound? He stated, you've paid well over a \$100,000 over the median price of a house in Highland for this building to house wayward dogs. The medium price for a house in Highland is between \$260,000 and \$270,000 and you guys paid \$377,000 and you still have to renovate it or are you just gonna let the dogs go in there and defecate and urinate on the floors. He said he lives a block and a half, 2 blocks away from the current dog pound. I invite you one night to come to my backyard and listen to those dogs. It doesn't happen all of the time but you can hear those dogs as if they are on the other side of the fence. Some of those dogs don't enjoy being locked up and they bark continuously all night and day, as long as, they're in there. Grant it, that some of those dogs are in there 3 or 4 or 5 days but the barking is continuously. Right across the alley from the proposed new dog pound you've got those poor people who live on Richard Street and North Drive. They are going to hear those dogs parking day and night.

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

Payment of Accounts Payable Vouchers. There being no further comments from visitors or residents, Councilor Robertson moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period July 23, 2024 through August 3, 2024. Councilor Georgeff seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified, the payroll dockets listed were ratified and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Accounts payable vouchers July 23, 2024- August 13, 2024 in the amount of **\$3,159,399.16**.

**General Fund, \$627,187.33; MVH Fund, \$117,195.44; LR&S, \$334,729.94
LAW Enforcement Continuing Education Training and Supply Fund, \$1,560.63;
Public Safety Income Tax, \$9,197.03; Community Crossing Grant, \$35,060.45;
American Rescue Plan Grant, \$ 1,192,014.40; Special Events, \$22,220.49;
MCCD, \$3,500.54; CEDIT Econ. Dev. Income, \$500,000.00;
Information and Communications Technology Fund, \$19,899.70;
Police Pension, \$69,638.66; Insurance Premium, \$227,543.35;**

Payroll Docket for payday of July 26, 2024 by fund:
General, \$301,361.01

PAYROLL DOCKET FOR PAYDAY OF JULY 26, 2024;

Office of Clerk-Treasurer, \$15,382.43; Building and Inspection Department, \$10,627.01; Metropolitan Police Department, \$139,326.68; Public Works Department (Agency), \$78,373.12; Fire Department, \$2,399.83 and Information and Technology Department, \$4,205.45;
Total Payroll: \$250,314.52.

Payroll Docket for payday of July 31, 2024 by fund:

Total Payroll by fund: \$81,282.48.

Payroll Docket for payday of July 31, 2024:

Boards & Commissions. \$10,916.37; Police Pension, \$69,531.01;

Total Payroll: \$80,447.38.

FIRE DEPARTMENT QUARTERLY

Payroll Docket for payday of July 26, 2024 by fund:

Total Payroll by Fund: \$56,800.62

Payroll Docket for payday of July 26, 2024:

Total Payroll: \$52,764.15

Payroll Docket for payday of August 9, 2024 by fund:

General, \$328,613.10

Payroll Docket for payday of August 9, 2024;

Office of Clerk-Treasurer, \$15,383.72; Building and Inspection Department, \$10,854.90; Metropolitan Police Department, \$157,734.79; Public Works Department (Agency), \$84,660.18; Fire Department, \$2,570.66 and Information and Technology Department, \$4,205.45;
Total Payroll: \$275,409.70.

Accounts payable vouchers June 26, 2024- July 9, 2024 in the amount of **\$2,160,056.02.**

Adjournment of Plenary Meeting. There being no further business on the agenda, the Town Council President declared the regular plenary meeting of the Town Council of Monday, August 12, 2024, adjourned at 8:05 o'clock p.m.

Mark Herak

Clerk-Treasurer

Approved by the Town Council at its meeting of August 26, 2024.