

Enrolled Memorandum of the Meeting
Study Session/Meeting (In person)
Thirtieth Town Council of Highland
Monday, September 16, 2024

The Thirtieth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, September 16, 2024**, at 6:30 O'clock P.M., in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

*This meeting was convened as an in person meeting and lived streamed to the Town of Highland Facebook. Facebook permits the public to observe and record the proceedings but allows no interaction between and among the Town Council and members of the public. The public is able to participate in person. All Councilors were simultaneously seen and heard. Councilor Georgeff, Councilor Doug Turich, Councilor Black, Councilor Alex Robertson, Councilor Philip Scheeringa all participated in person.

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

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

General Substance of Matters Discussed.

Appointments:

• **Statutory Boards and Commissions**

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

Home Rule Commissions or Boards

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

Legislative Appointments

Home Rule Commissions

1. **Main Street Bureau Board:** (7) appointments to be made by the Town Council. Term: Two years ending 1 Jan 2025. *There are currently 10 of the 17 in place and*

serving. Currently serving are Ben Reinhart, Renee Reinhart, Allan Simmons, Diane Barr-Roumbus, James Roumbus, Sandra McKnight, Sandy Ray, Kathy Smailis, Ben Tomera and Laura Pilewski.

2. **Community Events Commission** *Multi-year positions:* (1) appointment to be made by the Town Council. **Term: 4 years.** *(Note: Currently vacant)*

Single year positions: (9) appointments to be made by the Town Council. **Term: 1 year.** There are currently 6 of the 9 in place and serving. *(Note: Currently serving, Rachael Carter, Olga Briseno, Kathy Camp-Burke, Linda Carter, Jack Rowe and Kelly Bridges)*

- x. Discussion:** Review the job description of the Fire Chief and then start the process of posting internally.

A copy of the job description was not included in the meeting packet, so the Council had to go off memory. Questions were asked by Councilor Scheeringa regarding Education, Training and Certifications which couldn't be answered. Fire Chief Mike Pipta emailed to the Council a version he had, unfortunately, he only had page one of two pages of the job description and it did not contain any mention of requirements for Education, Training and Certifications. Councilor Scheeringa asked the Clerk-Treasurer to forward to the Council the job description he had received from the Fire Department personnel committee. Councilor Scheeringa asked the Council to review the job description and forward any comments to the Clerk-Treasurer who would compile and send back to the Council.

The Council President said that depending upon the returned comments, he will decide at a later time whether to advise the Clerk-Treasurer to place the job description on the September 23, 2024 plenary meeting.

HIGHLAND FIRE DEPARTMENT

Station #1 923-9876

Emergency 911

Station #2 924-7878

Job Description

Title: Fire Chief

The Fire Chief is the executive head of the Department and has direct responsibility for the proper, legal, efficient and effective operation of the Fire Department. The Chief is appointed by the Town Council with the recommendation of the members of the Highland Fire Department and its Personnel Committee. The Chief shall meet the requirements below along with all applicable State and Local laws and ordinances.

Essential Function

Description of the Fire Chief:

1. The administrator, manager and supervisor of the Department
2. The person responsible for the readiness of all Fire Department assets
3. The Chief Fire Code official as defined in section 103.1-103.4.1 of the Indiana Fire Code with the authority listed in section 104.1- 104.11.3 of the 2006 International Fire Code
4. The Fire/Rescue/EMS training administrator
5. The Town Disaster and Emergency Management director
6. The EMS services and contracts administrator

Required Knowledge Skills and Abilities

The Chief shall have skill, knowledge, and demonstrated understanding of this office to include the following:

- The organizational philosophy and policies of all aspects of the Highland Fire Department as defined in this document, The Highland Way, nationally recognized standards and recommendations of the International Fire Chiefs, NFPA, FEMA, National Fire Administration and other leading fire service organizations
- The laws, ordinances, SOG's, Rules and Policies relating to the overall operations of the Highland Fire Department in the areas of fire suppression, prevention and investigations, Homeland Security and Emergency Management functions for the Town of Highland
- Advanced fire suppression, hazardous materials, rescue and disaster management operations
- Advanced skills and training in all aspects of the Department's employee relations, budget administration, public safety ethics, Town governance and operations, and customer service complaints
- Fire Ground Command and Blue Card System and the National Incident Management System as defined in the National Response Plan under Presidential Directives 5 & 7

Experience

- The Fire Chief shall have a minimum of ten (10) years' experience in the Fire Service. The Chief shall have an extensive background in fire ground operations, budget development, Human Resources and personnel management, fire inspection, fire cause and origin, firefighter training and emergency management operations. An extensive background is

HIGHLAND FIRE DEPARTMENT

Station #1 923-9876

Emergency 911

Station #2 924-7878

defined as a combination of actual experience, education and training that can be demonstrated by action and educational documents received and evaluated by the Personnel Committee

- Minimum of 5 years as Captain, Lieutenant or Operations Chief

Education, Training, Certifications and Residency

- Fire Officer I certificate
- Fire Officer Strategy/Tactics certificate
- Instructor I certificate
- Fire Inspector I certificate
- Associates degree in Fire Science (preferred)
- Current EMT certificate (preferred)
- NIMS 100, 200, 300, 400 and 700
- Live in the Town of Highland Within 18 months of hire date

x. **Discussion:** Controlled Event Permit. Action regarding permission to conduct a car show on a public way submitted by the Highland Fire Fighter's Association as part of their annual Fire Department Open House to be held on October 5, 2024. *This is a controlled event under Chapter 5.25. Section §5.25.020(B) requires action by the Town Council in an open regular or special session. .*

- (b) Request from Highland Fire Fighters' Association seeking permission for its event of October 5, 2024 as a controlled event.

When the applicant is the municipality, through its executive departments, its administrative bodies, or agencies, no formal application is required provided that a request shall be filed in sufficient time to permit the town council to act in a regular or special meeting in advance of the event.

The Town Council must act in a regular or special meeting upon the application or request, where it may, in its discretion, issue such permit and likewise, in its discretion, may refuse the issuance of a permit.

The Council President hearing no objections, advised the Clerk-Treasurer to place both items on the September 23, 2024 plenary meeting.

- x. **Discussion:** An Ordinance establishing the Town of Highland Downtown District a Designated Outdoor Refreshment Area. (Griffith Town Council President Ryfa advised that he would be happy to talk with representatives of Highland regarding the process they went through in Griffith to establish a DORA. It's not as easy as people think.)

Councilor Robertson began to explain the DORA process to the Council. He said he can only relate his experience in obtaining a liquor license for his own business and he said nothing is really easy, especially when you are dealing the State. He felt the Town shouldn't be too worried about the process as he read through it and it doesn't appear to be too complicated. He said the Town would have to establish an ordinance and within that ordinance a map designating the DORA area. He said signs have to be posted notifying that you are entering a DORA area and also when you are leaving a DORA area. The DORA cannot have a school or church within 200' of it. He said that requirement is no different than a regular liquor license. He said you still have to get written approval from the school or church which is no different than when applying for a liquor license. He said he provided a sample map with three (3) designated DORA areas which are not cast in stone and which certainly can be modified.

Councilor Black wanted to know why change from what we have now? He wanted to know if it offered additional protection?

Councilor Robertson said that without a DORA, a person cannot walk into an establishment, order a refreshment and walk out into the street, however nothing prevents a person from walking down the street with an open refreshment container. State law prohibits that. You cannot overrule Excise. The Town has been mitigating it by having the big restaurant crawls. A DORA would allow a little bit more of freedom and allows some protection without the Town having to put another ordinance in place to allow people to buy a refreshment in an establishment, then walking outside drink

openly on the street. There's no law in Indiana that says you can't carry and open container on the street. With a DORA, you are basically saying, in this this refreshment area, you cannot bring your own alcohol into the designated refreshment area. If you want to buy it, you will have to buy it from an establishment that has a liquor license and within the refreshment area. You are allowed to carry out two (2) open containers and walk within the refreshment area and into other people's property that are within the refreshment area. If you are having an event, it will prevent someone from bringing their own refreshment into the refreshment area but require them to have to purchase it from an establishment with a liquor license. Establishments within the DORA can determine whether they will outside refreshments brought into their establishment. Currently, it is illegal to take any sort of refreshment out of an establishment and walk down the street but you can bring your own refreshment and walk down the street. The DORA puts in a little more control in the area as the refreshment has to be in an identified container. Another restriction is that currently you could bring three (3) gallons of refreshments to the restaurant crawl, get a couple of plastic cups and drink it. With a DORA, you can only buy a refreshment from a licensed establishment and the most you can carry is thirty-two (32) ounces. He said that within the DORA area, those licensed establishments would have to add the Town of Highland as an additional insured.

The Council felt more discussion was needed and asked the Clerk-Treasurer to place the item on the October 7th study session and ask the Griffith Town Council President to attend the study session. He also asked the Clerk-Treasurer to get a copy of the Griffith Ordinance and forward it to the Council.

ORDINANCE (Insert Number)

**AN ORDINANCE ESTABLISHING THE TOWN OF HIGHLAND
DOWNTOWN DESIGNATED OUTDOOR REFRESHMENT AREA.**

WHEREAS, Ind. Code 7.1-3-31 provides authority to a municipality, defined as a city or town, to enact an ordinance creating Designated Outdoor Refreshment Areas (DORA); and

WHEREAS, the Town Council believes it is in the best interest of the Town to create a Designated Outdoor Refreshment Area in the downtown area, as authorized by Indiana Code 7.1-3-31 *et seq.*, which area is shown on the attached Map, which is designated as "Exhibit A" and incorporated by reference herein.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Town Council of the Town of Highland, Indiana, as follows:

1. All definitions in Ind. Code 7.1-2-31 *et seq.* shall apply to this Ordinance.
2. The map of the Downtown Highland Designated Outdoor Refreshment Area attached hereto as "Exhibit A", and incorporated herein by reference is hereby approved and confirmed.
3. That the Downtown Highland Designated Outdoor Refreshment Area boundary (Exhibit A) shall be defined as follows:

Starting at the northeast corner of 2618 Garfield Avenue and heading southeast along the west side of Garfield Avenue to the transition to 2nd Street near 2644 Condit Street. Then following south along 2nd Street to the corner of Ridge Road at American Legion Post 180, 8727 2nd Street. Following due East adjacent to Ridge Road to Kennedy Ave. Continuing East Across Kennedy Avenue along the Erie Lackawanna Trail to 5th Street. From 5th Street traveling east on the north side of Ridge Road to the west side of Delaware Street. At the southwest corner of Delaware Street and Ridge Road heading North along the west side of Delaware Street to the southwest corner of Highway Avenue and Delaware Street. Starting at the southwest corner of Highway Avenue and Delaware Street and following south along the north boundary of Main Square Park to 2943 Highway Avenue. Then, traveling north on the west side of 5th street to the northeast corner of 2943 Highway Avenue and turning west through the alleyway. Traveling west along the southside of the alleyway to Kennedy Avenue immediately north of 2803 Highway Avenue. Crossing to the west side of Kennedy Avenue and traveling north along the west side of Kennedy Avenue to the northeast corner of 8600 Kennedy Ave and Garfield Avenue. Heading west on the south side of Garfield Avenue to the intersection of the Erie Lackawanna Trail and Garfield Avenue to the start at the northeast corner of 2618 Garfield Street.

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Monday, September 16, 2024

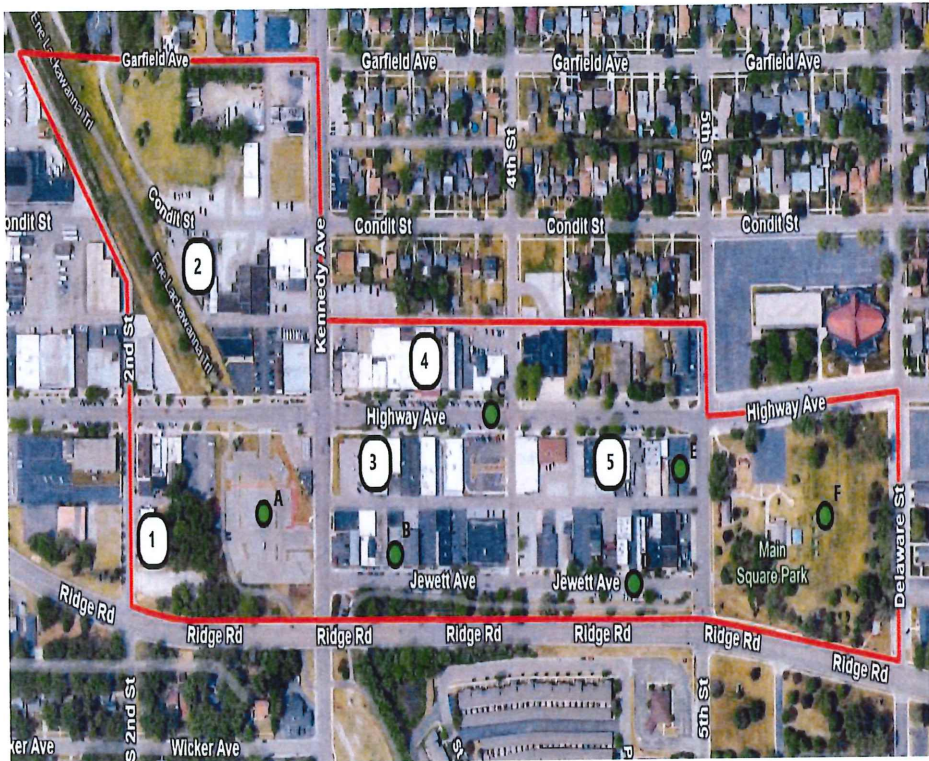
4. The Town Council finds that the DORA is consistent with zoned areas that allow for commercial, retail and entertainment establishments.
5. IC 7.1-3-31 gives retailer permittees and temporary permittees located in a DORA the ability to allow persons twenty-one and over to leave their premises with open containers of alcohol up to a certain threshold, which the person may consume anywhere in the DORA.
 - a. Nothing in this Ordinance prohibits a business, landlord, or other establishment from prohibiting open containers of alcoholic beverages to enter their premises or from prohibiting alcoholic beverages purchased from another establishment to enter their premises. Any such establishment shall post a conspicuous notice of such prohibition at the entrances to such establishment.
 - b. The Town of Highland maintains full authority and control over the sidewalks and common area and no one may prohibit or limit open containers in accordance with Indiana Code 7.1-3-31 within the Designated Outdoor Refreshment Area in those spaces, except for the Town of Highland Police Department in the exercise of its law enforcement duties.
6. The Downtown Highland Designated Outdoor Refreshment Area shall be active during the following days and times:
January 1 -December 31
Monday - Thursday, 12pm to 10pm
Friday- Sunday, 10am to 11pm
7. The following are proposed Designated Permittees within the Highland DORA:
Designated Permittees:
 1. American Legion Post 180, 8727 2nd Street
 2. Fuzzyline Brewing Co, 2712 Condit Street
 3. Growler's on Highway, 2816 Highway Ave
 4. Langel's Pizza, 2833 Highway Ave
 5. Jose's Family Restaurant, 2934 Highway Ave
8. Any additional licensed premise located within the Downtown Highland DORA that desires to be a "Designated Permittee" and/or any business the desires to be a "Vendor" within the Downtown Highland DORA and granted a "refreshment area designation" shall submit "State Form 57288 - Designated Outdoor Refreshment Area Designation", which is attached hereto and incorporated herein by reference as "Exhibit B", for approval by the Town Council by resolution prior to submittal of State Form 57288 being sent to the Indiana ATC for review.

Furthermore, and more specifically, this form shall be submitted to the Town for placement on a Town Council agenda as a resolution for review and potential approval prior to:

- a. A Designated Permittee expanding their operations into the Area outside of their designated outdoor patio area;
 - b. An Approved Vendor, either by this Ordinance or future Resolution, requesting a temporary permit to serve in the area;
 - c. Any Organization holding a special event in the Area with a Vendor requesting a temporary permit to serve;
9. The signage designating the Downtown Highland DORA attached as "Exhibit C" and incorporated by reference is hereby approved and adopted and directs the Town to place the signage at designated locations at the boundaries of the DORA. Signs shall be a combination and include but may not be limited to pole mounts and sidewalk decals.
10. The Town Council recognizes that additional signage designating the Town of Highland Downtown Designated Outdoor Refreshment Area may be warranted and necessary, and therefore town staff is hereby authorized and granted full authority to increase the number or change the type of signage in their sole discretion.
11. Participating, licensed designated permittees, vendors and patrons within the established DORA will be required to follow the local guidelines herein attached and more specifically set forth as "Exhibit D", all of which is in accordance with local and State laws;
12. This ordinance shall be in full force and effect upon its passage, approval and publication pursuant to Indiana law.
13. In accordance with Indiana Code 7.1-3-31 *et seq.*:
 - a. A person may consume an alcoholic beverage purchase from a designated permittee or vendor anywhere within the refreshment area boundaries, subject to the right of any retailer permittee or business within the refreshment area to refuse to allow individuals to enter the licensed premises or business with an alcoholic beverage.

- b. All Designated Permittees and Vendors may allow a person to exit the designated permittee's or vendor's licensed premises with not more than two (2) open containers of an alcoholic beverage at a time. The contents of an open container may not exceed the following:
 - i. Beer or flavored malt beverage of not more than sixteen (16) ounces.
 - ii. Wine, cider, or hard seltzer of not more than twelve (12) ounces.
 - iii. A mixed drink of not more than ten (10) ounces containing not more than two (2) ounces of liquor.
- 14. Glass containers may only be allowed in a Designated Permittee's Outdoor dining area and may not be removed into the Downtown Designated Outdoor Refreshment Area.
- 15. Designated Permittees and approved Vendors may use only non-breakable plastic or metal bottles, plastic cups, paper cups, or metal cups affixed with a logo or label that identifies the container for use only in the Designated Outdoor Refreshment Area.

Exhibit A



Vendor Areas



1) American Legion Post 180

A. Municipal Parking Lot

2) Fuzzyline Brewing Co

B. Jewett Ave Alcove Lot

Permit Holders



3) Growlers on Highway

C. Highway Ave Block

4) Langel's Pizza

D. Jewett Ave Block

DORA Boundary



5) Jose's Family Restaurant

E. 5th Street Parking Lot

F. Main Square Park



"EXHIBIT B"

**DESIGNATED OUTDOOR
REFRESHMENT AREA (DORA)
DESIGNATION**
State Form 57288 (R / 7-24)

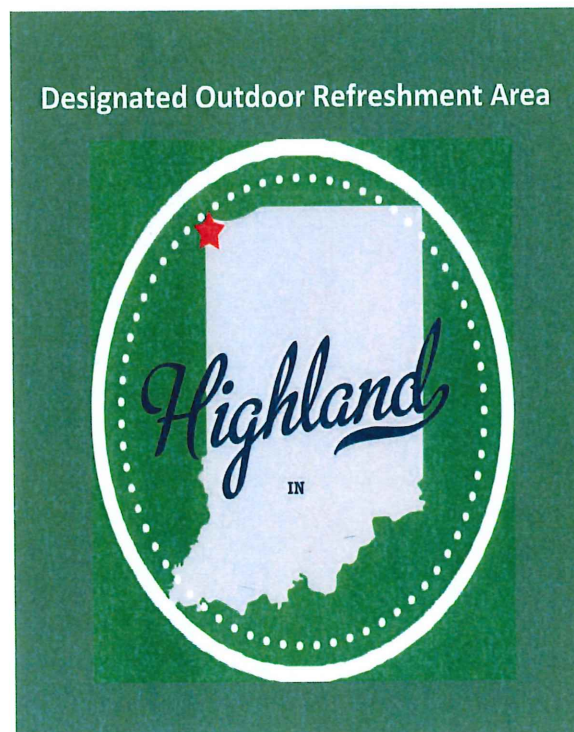
INDIANA ALCOHOL AND TOBACCO COMMISSION
302 West Washington Street, Room E-114 Indianapolis,
IN 46204
(317) 232-2430
www.in.gov/atc

INSTRUCTIONS: 1. Please type or print clearly.

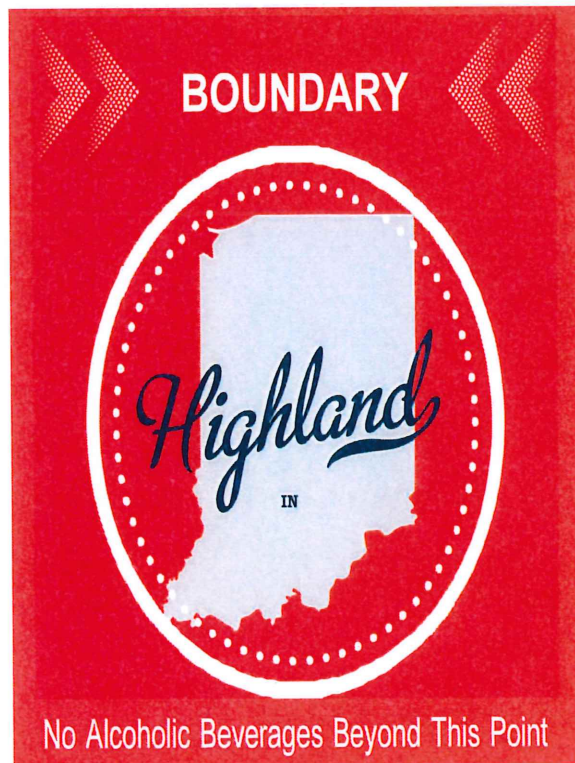
2. There is no fee or charge to be designated as part of a designated outdoor refreshment area (DORA).
3. If you hold a retailer or craft manufacturer permit that is located within the boundaries of a DORA and are requesting to be a designated permittee, please complete Sections 1, 3, and 4 below.
4. If you are or will be obtaining a temporary beer and wine permit, requesting supplemental catering authority, or are a craft manufacturer requesting to operate within a DORA on a temporary basis, please complete Sections 2, 3, and 4 below.
5. If you have any questions regarding DORAs, please visit www.in.gov/atc/alcohol-permit-resources/designated-outdoor-refreshment-areas/.

SECTION 1: RETAILERS & CRAFT MANUFACTURERS		
Permittee name (as printed on permit)	Permit number	
Doing business as (d/b/a)	Permit expiration date (mm/dd/yyyy)	
Address of permit premises (number and street, city, state, and ZIP code)		
Name of person making application	Telephone number	E-mail address
Has the DORA already been approved by the ATC? ☐ Yes ☐ No	DORA number (approved DORAs only)	
SECTION 2: TEMPORARY VENDORS, SUPPLEMENTAL CATERERS & CRAFT MANUFACTURERS		
Please select one: ☐ Temporary beer and wine permit ☐ Supplemental catering permit ☐ Craft manufacturer (artisan distiller, farm winery, small brewer)		
Permittee name (as printed on permit)	Permit number (caterers and craft manufacturers only)	
Doing business as (d/b/a)	Permit expiration date (mm/dd/yyyy) (caterers and craft manufacturers only)	
Name of person making application	Telephone number	E-mail address
DORA number (approved DORAs only)	Start date (mm/dd/yyyy)	End date (mm/dd/yyyy)
SECTION 3: LOCAL JURISDICTION APPROVAL		
Printed name of city or town official	Date (mm/dd/yyyy)	
Signature	Title	
SECTION 4: CERTIFICATION AND SIGNATURE		
I hereby certify that I have reviewed this application form prior to signing, and that all information provided herein is true and correct. I acknowledge and understand that it is a felony under Indiana law to misrepresent or falsify any portion of this application or attached documents.		
Printed name of applicant	Date (mm/dd/yyyy)	
Signature	Title	

“EXHIBIT C”



“EXHIBIT C”



“EXHIBIT D”

Downtown Highland Designated Outdoor Refreshment Area

The DORA is a designated area where alcoholic beverages can be purchased in a marked container from participating establishments and carried within the district.

- The Downtown Highland DORA is in effect January 1- December 31.
Monday through Thursday from 12pm to 10pm & Friday through Sunday from 10am to 11pm.
- Patrons must be age 21 or over.
- No outside alcoholic beverages are permitted to be consumed in the DORA.
- DORA beverages may be purchased only at participating liquor establishments.
- DORA drinks are allowed only within the DORA boundaries.
- Exit signage is placed at the boundaries of the DORA, and DORA beverages are not permitted outside of these exit points.
- Pre-packaged beverages are not permitted to be dispensed as a DORA beverage.
- Only specific cups with the DORA logo are permitted to be used for DORA beverages.
- No glass containers are permitted in the DORA area.
- Patrons may enjoy their beverage outdoors (staying within the DORA boundaries).
- Patrons may take their drink into their favorite shop if a green decal is displayed in the window.
- DORA container must be disposed of before you enter another bar or restaurant including those that are Designated Permittees and those businesses displaying a red decal.
- Possession of an open container of an alcoholic beverage in a motor vehicle may constitute a Class C infraction under IC 9-30-15.

Safety and nuisance laws are strictly enforced. Patrons participating in the DORA should enjoy the DORA responsibly, respect the residents and businesses, and never drink and drive.

- x. **Discussion: Works Board Order Number 2024-45:** An Order of the Works Board Accepting the Quote from Site Services to Hot Rubber Crack-sealing, Sealcoating and Striping the parking lot in front of the Police Station and the parking lot behind the Town Hall, pursuant to I.C. 5-22-8-2.

The Metropolitan Police Chief explained to the Council why the request to have the parking lots seal coated.

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the September 23, 2024 plenary meeting.

Town of Highland
BOARD OF WORKS
ORDER OF THE WORKS NO. 2024-45

An Order of the Works Board Accepting the Quote from Site Services for Hot Rubber Crack-sealing, Sealcoating and Striping the parking lot in front of the Police Station and the parking lot behind the Town Hall, pursuant to I.C. 5-22-8-2.

Whereas, The Town Council, as the Board of Works of the municipality, has deemed it necessary to solicit a quote for services in order to hot rubber crack-sealing, sealcoating and striping the parking lot in front of the Police Station and the parking lot behind the Town Hall; and

Whereas, The Town Council, pursuant to §3.05.030 (A)(2)(5)(6) of the HMC, serves as purchasing agency for the Metropolitan Police Department, Office of the Clerk-Treasurer and the Office of the Town Council; and

Whereas, The Clerk-Treasurer, pursuant to §3.05.050(D)(10) of the HMC, serves as the Purchasing Agent for the Offices of the Town Council and the Clerk-Treasurer; and

Whereas, The purchase price exceeds \$15,000.00 and pursuant to §3.05.050(B) of the HMC exceeds the purchase authority of the purchasing agent and requires the express approval of the purchasing agency; and

Whereas, The Purchasing Agent, pursuant to §3.05.060(G)(2) of the HMC, expected that the purchase, in aggregate, to be at less than \$50,000 therefore could:

1). May make the purchase in the open market without inviting or receiving quotes; and

Whereas, The Clerk-Treasurer has solicited a quote to hot rubber crack-seal, sealcoat and strip the parking lots in front of the Police Station and behind the Town Hall; and

WHEREAS, THE FOLLOWING QUOTE WAS RECEIVED:

Whereas, the following quotes were received:

<u>Bidder</u>	<u>Proposal</u>
Site Services	\$15,260.00

Whereas, the Building Commissioner has reviewed the quote and found it be reasonable and appropriate; and

Now, Therefore, Be it Ordered, by the Town Council of Highland, Indiana as follows:

Section 1. That the Works Board hereby finds and determines the quote for hot rubber crack-sealing, sealcoating and striping of the parking lots in front of the Police Station and behind the Town Hall is accepted as being reasonable and appropriate as follows:

Site Services
10117 Kennedy Avenue
Highland, IN 46322
\$15,260.00

Section 5. The Clerk-Treasurer is hereby authorized to execute agreements and all documents necessary to implement the work and then file these documents as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-4-14.

Duly, Passed and Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 23rd day of September 2024 having passed by a vote of in favor and opposed.

Works Board of the Town

Highland, Indiana

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

Attest:

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

- x. **Discussion: Works Board Order Number 2024-02:** An Order of the Works Board Accepting the Quote from Great Lakes Roofing for the Roof Replacement over the Central Fire Station, 2901 Highway Avenue pursuant to I.C. 5-22-8-2.

Councilor Turich said he has no problem with fixing the roof over the hose tower and bays but questioned repairing the roof over the Administrative Section. He wanted to make sure the Administrative Section (which was part of the original Town Hall) is quite old and that the architect wasn't planning on incorporating that section as part of the renovation plans. He said it didn't make sense to incur the cost to repair that roof, if it is in the renovation plans it will be removed or replaced in a couple of years.

Councilor Georgeff thought the architect's plans were on the east side of the building and not west but wasn't entirely certain. He advised the Council that he will reach out to the architect and advise the Council. The general consensus was the architect was going to get back to the Council mid-October.

The Council President said he would wait until he hears back from Council Georgeff before deciding whether to advise the Clerk-Treasurer to place the item on the September 23, 2024 plenary meeting.

**Town of Highland
BOARD OF WORKS
ORDER OF THE WORKS NO. 2023-02**

An Order of the Works Board Accepting the Quote from Great Lakes Roofing for the Roof Replacement over the Central Fire Station, 2901 Highway Avenue pursuant to I.C. 5-22-8-2.

Whereas, The Town Council, as the Board of Works of the municipality, has deemed it necessary to solicit quotes for services in order to replace the roof on the Central Fire Station, 2901 Highway Avenue; and

Whereas, The Town Council, pursuant to §3.05.030 (A)(3) of the HMC, serves as purchasing agency for the Fire Department; and

Whereas, The Fire Chief, pursuant to §3.05.050(D)(4) of the HMC, serves as the Purchasing Agent for the Fire Department; and

Whereas, The purchase price exceeds \$15,000.00 and pursuant to §3.05.050(B) of the HMC exceeds the purchase authority of the purchasing agent and requires the express approval of the purchasing agency; and

Whereas, The Purchasing Agent, pursuant to Section 3.05.060 (F)(1)(3) of the Highland Municipal Code, expects that the repairs would be more than \$50,000 and less than \$150,000 therefore could:

1). Invite quotes from at least three (3) persons known to deal in lines or classes of supplies to be purchased; or

2). If the purchasing agent receives a satisfactory quote, the purchasing agent shall award a contract to the lowest responsible and responsive offer;

Whereas, The Fire Chief has solicited quotes for the roof replacement of the Central Fire Station ; and

WHEREAS, THE FOLLOWING QUOTES WERE RECEIVED:

<u>Bidder</u>	<u>Proposal</u>
Great Lakes Roofing & Construction, Inc.	\$109,998.00
Gluth Brothers Roofing Co, Inc.	\$113,578.00
Korellis Roofing, Inc	\$185,378.00

Whereas, The quotes were received as set forth in the attached Exhibit A;

Whereas, The roof repairs will be supported by the Municipal Capital Cumulative Fund (MCCD);

Whereas, The Fire Chief has reviewed the quotes and made recommendation for award the work based on being the lowest responsive and responsible bids,

Now, Therefore, Be it Ordered, by the Town Council of Highland, Indiana as follows:

Section 1. That the Works Board hereby finds and determines the quote for the roof replacement of the Central Fire Station, 2901 Highway Avenue is accepted as the lowest responsive and responsible quote as follows:

Great Lakes Roofing
1334 Field Street
Hammond, IN 46325
\$109,998.00

Section 5. The Fire Chief is hereby authorized to execute agreements and all documents necessary to implement the work and then file these documents as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-4-14.

Duly, Passed and Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 23rd day of September 2024 having passed by a vote of in favor and opposed.

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Works Board of the Town
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)



Roof Proposal For:
Denise Kucer-Beck
HIGHLAND FIRE DEPARTMENT
Highland, IN



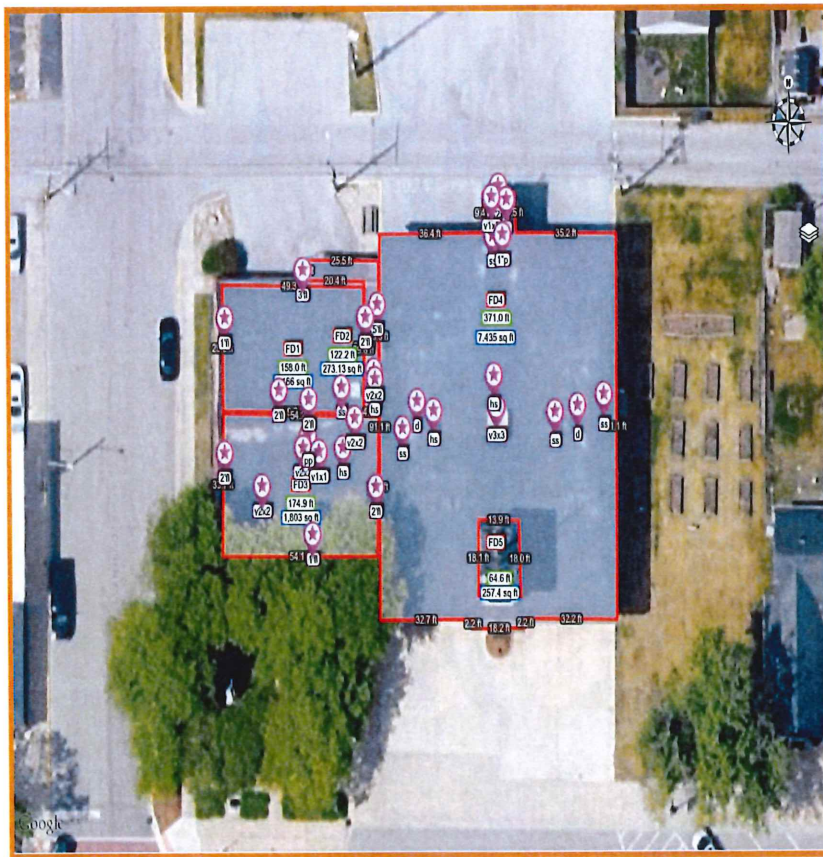
Roof Project Location:
Fire Station #1
2901 Highway Avenue,
Highland, IN 46322



Prepared by:
Ross Petersen



HIGHLAND FIRE DEPARTMENT ROOF OVERVIEW



2901 Highway Avenue,
Highland, IN 46322



Memorandum of Meeting
Monday, September 16, 2024



To: Highland Fire Department Date: 5/8/24
Attn: Denise Kucer-Beck
Email: d.beck@highland.in.gov
Address: 2901 Highway Avenue, Highland, IN 46322
Phone: (219)228-0798
Job Name: Highland Fire Department_Fire Station #1
Job Location: 2901 Highway Avenue, Highland, IN 46322

We hereby propose to provide all necessary material, labor, equipment, supervision, and insurance required for the work at the above referenced project location.

ROOF SPECIFICATIONS:

PARTIAL TEAROFF, INSTALL JOHNS MANVILLE 2-INCH INSULATION & 60 MIL TPO

Part 1 – Safety Procedures:

- 1.01. Furnish and install safety equipment in compliance with Great Lakes Roofing's written safety program.
- 1.02. Install warning lines at the roof perimeter, as well as on the ground where roofing related activities shall be performed.
- 1.03. Store roof materials, evenly distributed, onto the roof in accordance to good construction practices. **SURROUNDING AREA TO BE KEPT NEAT AND CLEAN THROUGHOUT THE PROJECT.**

Part 2 – Roof Preparation:

- 2.01. Remove all existing EPDM membrane, and dispose.
- 2.02. Remove all parapet wall flashings, and dispose.
- 2.03. On the main garage roof (FD4), as well as the tower roof (FD5), remove existing gravel-stop, and dispose.
- 2.04. Install new wood-nailer around perimeters of FD4 and FD5 to match the height of the new insulation.
- 2.05. Remove any unused or unwanted stacks, vents, and penetrations, and deck over holes with new. If owner chooses to remove any extra penetrations, depending on size and difficulty, it may be done on a time and material basis. **Time will be figured at \$94.50 per man-hour, and material will be figured at cost plus 20% for procurement.**

Part 3 – Insulation Application:

- 3.01. Mechanically Fasten (1) Layer of 2.0-inch Johns Manville Polyisocyanurate insulation the entire roof area.
 - Insulation shall be installed using manufacturer-approved fasteners and plates.
 - End joints of the insulation shall be staggered so that they are offset at least 12" from the end joints.

Part 4 – Membrane Application:

- 4.01. Starting at the low point of the roof, install Johns Manville 60 mil TPO Roof Membrane in strict accordance to the manufacturer Application and Specifications Manual.
 - TPO Sheets shall be laid in shingle fashion, so that the seams avoid back-water laps.
 - All TPO seams shall be sealed using a hot-air welder, creating a permanently bonded sheet.
- 4.02. Fully adhere all flashings, including walls and miscellaneous roof penetrations, using a separate layer of membrane. All flashings shall be adhered at their connections with the roofing membrane.
 - Apply TPO Reinforced Corner Flashings to all outside/inside corner details.
 - Install new pre-molded pipe boots at all soil stack penetrations.



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Part 5 – Drain Detail:

- 5.01. Dismantle (2) existing drains.
- 5.02. Remove the clamping ring and bolts to expose the drain flashings.
- 5.03. Prime the existing drain bowl. Apply new membrane to drain area.
- 5.04. Re-install clamping ring and bolts to create permanent seal.

Part 6 – Sheet Metal & Edge Detail:

- 6.01. Fabricate and install new 24 ga., pre-finished, steel gravel-stop on applicable perimeter edges.
 - Approximately 430-lineal feet of gravel-stop.
 - Color to be chosen by owner or owner's representative. Non-stock colors may warrant extra charges.
- 6.02. Fabricate and install new 24 ga., pre-finished, steel gutter on applicable perimeter edges.
 - Approximately 50-lineal feet of gutter
 - Include (2) matching 4"x5" corrugated steel downspouts.
 - Color to be chosen by owner or owner's representative. Non-stock colors may warrant extra charges.

Part 7 – Miscellaneous:

- 7.01. Prior to the start of the project, Great Lakes Roofing shall meet with owner or owner's representative to discuss the access and staging areas.
- 7.02. Remove all roofing material and debris from roof and jobsite upon completion.



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INVESTMENT SUMMARY

ROOF OPTIONS:

Option 1: Tear off EPDM Membrane, Install JM 2.0-Inch Insulation & 60 mil TPO -

- \$109,998.00
- Includes JM 20-Year NDL (No Dollar Limit) Warranty.
- Includes Great Lakes Roofing 2-Year Contractor's Guarantee.
- Includes (2) Free Years of Great Lakes Roofing's Maintenance Program, a value of \$4,496.00.

Payment Terms: 50% deposit, 40% upon completion of roof, 10% upon delivery of warranty.

Please note the following regarding this proposal:

Base pricing assumes project being awarded on or before June 10th, 2024. The following price increase factors should be considered if the project is delayed: material costs, labor costs, scope of work, and insurance costs.

Great Lakes Roofing is a licensed roofing contractor in The Town of Highland. Any necessary permits will be obtained by Great Lakes Roofing and will be added to the final billing. A copy of the receipt from the building department shall be supplied to the owner.

Warranties - In conjunction with the above-specified manufacturer's warranty, Great Lakes Roofing will provide a Contractor's Warranty as stated in the Investment summary.

No tuck-pointing, plumbing, electrical, carpentry, or mechanical work was included in this proposal. Any alteration or deviation from the above specifications will become an extra cost to the contract.

No interior protection was included in this proposal. Interior protection includes, but is not limited to, spotters, safety netting, and plastic coverings. Any alteration or deviation from the above specifications will become an extra cost to the contract.

Some or all of the existing HVAC units might need to be raised to account for the new insulation height. The raising of HVAC units is not included in this proposal. If units are not raised, the NDL warranty may be affected.

The above pricing assumes Great Lakes Roofing will be allowed to block one of the North bay doors for access and staging. Any alteration or deviation from the above specifications will become an extra cost to the contract.

Great Lakes Roofing was unable to inspect the tower roof at the date of inspection. Though we don't anticipate a change in the above pricing, an inspection must be carried out prior to the execution of this contract.



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We hereby propose to provide all necessary material, labor, equipment, supervision, and insurance required for the work at the above referenced project location.

Great Lakes Roofing & Const. Co. Inc. shall not be responsible to determine structural soundness and shall have no liability to the owners or others for failure of roof deck or supporting structure to support men, materials, equipment, ice, snow, and water or for any damages or injuries resulting from said failures.

The above pricing does not include winter rates (months of December through March). If job is to be done during these months, notify Great Lakes Roofing as soon as possible for potential price increases.

The above pricing does not include an allowance for snow or ice removal. If owner or owner's representative determines that GLR must remove snow or ice from the roof surface, it will be done on a time and material basis. Time will be figured at \$94.50 per man-hour, and material will be figured at cost plus 20% for procurement.

While GLR has made every reasonable effort to determine existing conditions, GLR is not responsible for unforeseen conditions encountered during the roofing process including, but not limited to, asbestos removal, structural deck repair, masonry work, damaged drain components, electrical work and/or conduit hidden within the roof system, mold removal, and conditions deemed unacceptable to the roof system manufacturer related to the existing structure.

Great Lakes Roofing & Const. Co. Inc. shall assume no liability for ponding water unless otherwise indicated.

Great Lakes Roofing will not be responsible for the installation of soffit, fascia, or structural supports. Any alteration or deviation from the above specifications will become an extra cost to the contract.

The TERMS AND CONDITIONS set forth on the reverse side of this page are attached hereto and are incorporated herein by reference as if fully set forth herein. All of said TERMS AND CONDITIONS shall be a part of this agreement and shall apply to this agreement.

Ross Petersen
Ross Petersen (Great Lakes Roofing) Accepted by: Denise Kucer-Beck (Highland Fire Department) Date:
Acceptance: The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as above. I agree to pay for the costs, including reasonable attorney fees and expenses, for the filing of a mechanic's lien or any legal action necessary to recover payment. A finance charge of 1 1/2% per month will be added to all past due balances.



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TERMS & CONDITIONS

- 1) Contractor is not responsible for locating or repairing leaks caused by other trades or leaks which do not originate from the roof system such as skylights, mortar joints, HVAC units, ductwork, vents, vent caps, parapet caps, chimneys, adjacent walls and roofs, windows, etc. Should leaks occur after completion of the roofing system, inspections or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment. Contractor shall have no responsibility for water penetration or mold growth that occurs as a result of moisture contained in the old, or former, roofing system, deck or installation.
- 2) Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dirt, or mold spores into the building resulting from the tear-off. Contractor shall not be responsible for damages from leaks through any area of the existing (present) roof surface where Contractor has not performed work.
- 3) If structures of any kind are to be installed on the roof membrane after its application, such installation shall be entirely at the risk of Owner unless Contractor is given reasonable notice in writing of the time and date of such installation and is permitted to supervise or conduct the cutting and sealing of the roof membrane necessary for such installation. Contractor shall be paid on a time and material basis for such supervision or performance of work. Damage occurring to the installed roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the installed membrane, shall be the responsibility of Owner.
- 4) Contractor shall take all reasonable safety precautions with respect to its work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor. Contractor accepts no liability to indemnify or hold Owner harmless for damages to person or property, except those that are the direct result of Contractor's negligent error or omission which occur during performance of Contractor's work.
- 5) Contractor's price includes furnishing all labor, materials and equipment necessary to complete the contract, subject only to latent conditions of the work area, which could not be reasonably anticipated by the examination of core samples, or the visual inspection ordinarily employed in the roofing trade. If such latent conditions such as but not limited to deteriorated decking, structural members or masonry, electrical or other piping running above or below roof deck cause or require additional labor or material in the performance of the contract, Contractor shall promptly notify Owner of such condition, and such additional material and work will be supplied and performed on a time-and-materials basis by Contractor. Contractor is not responsible for the damage caused to utility piping, wire or cable hidden below or above the roof deck.
- 6) Owner agrees that the balance of all sums due under this contract shall be immediately due and payable upon completion of work by Contractor, and that Contractor may charge interest at the annual rate of eighteen percent (18%) on any sum due under this contract which is not paid within thirty (30) days of its due date. If payments are not made when due, interest and costs including reasonable attorney's fees and expenses for the filing of a mechanic's lien or any legal action necessary to recover payment shall be added to the unpaid balance.
- 7) Contractor shall not be required to perform its work while snow or other moisture conditions exist on the roof surface unless Owner provides for removal or curing of such conditions.
- 8) Owner understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof membrane, whether or not such damages result from (a) leaks or other weather oriented sources, or (b) mold growth.
- 9) Owner will rely exclusively upon the warranty, if any, of the manufacturer of any materials that are not specifically described and included in the "sample warranty" attached hereto.
- 10) Drain assemblies deteriorate over time. If drain assemblies are not replaced in conjunction with reroofing of Customer's building, the pre-existing drain assemblies may shift, loosen, deteriorate, crack or otherwise fail during the normal roof replacement process. Contractor is not responsible for any leaks or other damages that may arise out of or relate to any such shifting, loosening, deteriorating, cracking, or failure of pre-existing drain assemblies.
- 11) If, in order for Contractor to perform its work under this contract, it becomes necessary to disconnect, remove, relocate or otherwise deal with any mechanical or other equipment located on the deck or other surface on which Contractor's work is to be performed, Owner or Owner's agent shall provide for the disconnection, removal, relocation or other appropriate action with respect to such mechanical or other equipment and further, shall provide for the reconnection, replacement or relocation of such mechanical or other equipment following completion of Contractor's work. Contractor shall have no responsibility with respect to any such rooftop equipment, unless it is specifically provided otherwise in this Agreement.
- 12) To the extent permitted by law, Owner shall defend, indemnify and hold Contractor harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of (a) asbestos or similar hazardous materials or (b) mold of such type or in such quantity as to require remediation (hereafter "potentially harmful materials") at this work site, including without limitation, installation, disturbance or removal of any product containing potentially harmful materials or violation of governmental regulations relating to such potentially harmful materials. Owner releases Contractor from all claims and liabilities relating to such potentially harmful materials at this work site, including claims for subrogation. Should Contractor undertake to locate, abate, encapsulate and remove any potentially harmful materials present at this work site, Owner agrees to exonerate, indemnify, defend and hold harmless Contractor from and against all claims, demands and lawsuits and all damages, expenses and losses incurred by Contractor's removal of potentially harmful materials from Owner's building and work site. Without limitation of the foregoing, this indemnification shall include any and all claims, damages, fines, judgments, penalties, costs, response costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys, consultant and expert fees) incurred by Contractor resulting from Contractor's removal, transportation and disposal of potentially harmful materials from Owner's building and work site, and specifically including any and all costs incurred because of any investigation of the site at which such materials are disposed of by Contractor or any cleanup, removal, remediation or restoration of such site mandated by a federal, state, or local agency or political subdivision.
- 13) All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
- 14) Owner understands and agrees that flat roofs pond water and although a tapered system, either full or partial, may have been installed, ponding will exist. Contractor accepts no liability for ponding water.
- 15) This document, when accepted by Owner, will constitute the entire agreement between the parties hereto, there being no promises or agreements, written or oral, except as herein set forth. Within thirty (30) days from the date hereof, but not thereafter, Owner may accept this proposal by executing the same in the place provided and returning to Contractor.
- 16) If owner terminates this contract before work has started owner shall pay contractor 25% of the total contract price as liquidated damages and not as penalty. If owner terminates this contract after work has started, owner shall pay contractor that portion of the contract price equal to the portion of the work completed including changes and additions plus a sum equal to 25% of the total contract.
- 17) Any wood replaced by contractor will not be primed or painted unless otherwise noted.
- 18) Great Lakes Roofing is not responsible for costs of repair or damages including disruptions of service resulting from damage to undisclosed or concealed electrical or other utility lines or electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck. Owner will indemnify Great Lakes Roofing from personal injury and other claims and expenses if Owner fails to turn off power so as to avoid injury to Great Lakes Roofing personnel or resulting from the presence of concealed electrical conduit and live electrical power.



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Terms: 50% of the contract value due with the order. Balance due upon completion, Net 30 days. Interest of 1½% per month will be added to all past due, unpaid balances. Customer is responsible for the costs of collection of past due accounts, including but not limited to court costs and attorney fees. Note: we will accept payment by credit card, but there is a 3% additional charge above the contract price. If a permit is required, the cost of obtaining the permit will be added to the price of the project. Prices are firm for 30 days from the date of the proposal.

Warranty: Site Services warranties against defects in products or workmanship for a period of one (1) year from the date of installation. The warranty is limited to the repair or replacement of the defect. The warranty specifically excludes Damage from Acts of God, accidents, excessive traffic loads and snowplowing.

Site Services We will work closely with you to schedule this project in a way that will minimize the inconvenience involved for everyone. We have completed thousands of projects since 1982. Please check our website at siteservicesonline.com or call for the location of projects in your area.

Cordially,

Seth Wiltjer

Seth Wiltjer

PROPOSAL ACCEPTANCE

To accept this proposal, sign below and send a copy back to me. Work will only be scheduled after the signed proposal has been returned, or a purchase order has been issued.

Accepted by: _____ Title: _____ Date: _____

Company Name

Authorized Signature: _____ Print Name: _____

Options Selected: _____ Total Contract Price: _____

Billing Information: _____

Name/Contact

Contact Email or Mailing Address

SCHEDULING – After the proposal is signed and returned, I will make a work order for the operations manager. You will then be contacted regarding a proposed schedule for the project. Please indicate any issues that will affect our scheduling of this project. Indicate the hours the facility is open and any dates of special events. Please remember that Site Services does not work on Sunday.

THANK YOU FOR CHOOSING SITE SERVICES!

x. **Discussion: Enactment No. 2024-24:** An Enactment Reducing Appropriations In The Annual Budget For the District Solid Waste Management Fund, Pursuant To I.C. 6-1.1-18, I.C. 36-5-3-5, Et Seq.

The Clerk-Treasurer explained why he requested Enactment No. 2024-24.

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the September 23, 2024 plenary meeting.

Town of Highland
Appropriation Enactment
Enactment No. 2024-24

An Enactment Reducing Appropriations in the Annual Budget for DISTRICT SOLID WASTE MANAGEMENT FUND, Pursuant to I.C. 6-1.1-18, i.c. 36-5-3-5, et seq.

WHEREAS, It has been determined that it is now necessary to reduce appropriations from what was appropriated in the budget for the District Solid Waste Management Fund;

WHEREAS, It has been determined that such diminished and reduced appropriations as may be approved by this enactment, will neither increase nor decrease the levy set under I.C. 6-1.1-17 and in the course of collection for FY 2024, however such reduction will return the resources dedicated to support such reduced appropriations to the cash on deposit to the credit of the District Solid Waste Management Fund; and

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

Section 1. That for the expenses of said municipality, the following appropriations of money are hereby reduced and ordered returned and reverted to the funds herein named and for the purposes herein specified, subject to the laws governing the same:

DISTRICT SOLID WASTE MANAGEMENT FUND:

Reduce Account 6604-0000-37001 Equipment Leases:	<u>\$31,375.00</u>
Total Reduction to 300 Series:	\$31,375.00
Total Reduction for the Fund:	<u>\$ 31,375.00</u>

Section 2. That the Clerk-Treasurer is hereby authorized and instructed to inform the Indiana Department of Local Government Finance of this action and that these

reductions be depicted in the proper documentation accompanying the filing of the Year 2024 Budget, pursuant to IC 6-1.1-17.

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

Introduced and Filed on the 23rd day of September 2024. Consent to consider this enactment on same day or at same meeting of introduction sustained a vote of in Favor and opposed, pursuant to IC 36-5-2-9.8.

Duly Passed and Adopted this 23rd Day of September 2024, by the Town Council of the Town of Highland, Indiana. Having passed by a vote of in favor and opposed, with a duly constituted enactment, all pursuant to I.C. 36-5-2-9.6; I.C. 36-5-3-5; I.C. 36-5-4-2.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

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

Attest:

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

- x. **Discussion: Consideration of Proposed Additional Appropriations:** (controlled and non- controlled funds): Proposed Additional Appropriations in Excess of the 2024 Budget for the in the amount of **\$855,000.00** in the **Community Crossing Matching Grant Fund** and **\$500.00** in **MCCD Fund** and **\$15,000** in the **Special Events Fund**. If approved, the public hearing will be held on September 23, 2024.

This item was on the study session agenda to remind the Council that there would be a public hearing on the above mentioned additional appropriations. Council President acknowledged that the Council was aware of the public hearing.

Town of Highland
Appropriation Enactment
Enactment No. 2024-23

An Enactment Appropriating Additional Monies in Excess of the Annual Budget

for the Community Crossing Matching Grant Fund, MCCD Fund AND THE SPECIAL EVENTS FUND all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

WHEREAS, Following a public hearing advertised pursuant to I.C. 5-3-1, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget for the **Community Crossing Matching Grant Fund MCCD Fund and the Special Events Fund**;

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

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

Section 1. That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of **the Community Crossing Matching Grant Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

COMMUNITY CROSSING MATCHING GRANT FUND

Acct. No. 4445-0000-41027 2024 CCMG Project	\$855,000.00
<i>Total 400 Series:</i>	\$855,000.00
Fund Total:	\$855,000.00

Section 2. That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the MCCD Fund herein named and for the purposes herein specified, subject to the laws governing the same:

MCCD FUND

Acct. No. 4402-0000-11133	Rehabilitation Labor	\$450.00
Acct. No. 4402-0000-11201	General FICA & Medicare	\$50.00
<i>Total 100 Series:</i>		\$500.00
Fund Total:		\$500.00

Section 3. That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the Special Events Fund herein named and for the purposes herein specified, subject to the laws governing the same:

SPECIAL EVENTS FUND

Acct. No. 2505-0000-33012	Printing and Promotion	\$1,000.00
Acct. No. 2505-0000-34017	Event Insurance	\$5,000.00
Acct. No. 2505-0000-38006	Spc Events Sanitation	\$ 500.00
Acct. No. 2505-0000-38601	Sales Tax/CEC Rentals	\$4,000.00
Acct. No. 2505-0000-38608	Parades	\$1,500.00
Acct. No. 2505-0000-39003	Spc Events Public Relations/Don	\$3,000.00

Total 300 Series: \$15,000.00

Section 4. That the Clerk-Treasurer is hereby authorized and instructed to inform the Department of Local Government Finance of this action and that these monies be made available for expenditure pursuant to I.C. 6-1.1-18.

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

Introduced and Filed on 23rd day of September 2024. Consideration on same day or at same meeting of introduction sustained a vote of in favor and opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED AND ADOPTED this 23rd Day of September 2024, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of in favor and opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

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

ATTEST:

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

x. Discussion: Authorizing the proper officer to publish legal notice of a public hearing: Authorize a public hearing to consider proposed additional appropriations for Monday, October 14, 2024. Park Bond & Interest Non-exempt Fund in the amount of \$104,565.00.

The Clerk-Treasurer explained to the Council the request for the additional appropriations in the Park Bond & Interest Non-Exempt Fund.

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the September 23, 2024 plenary meeting.

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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 14th day of October 2024, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

Park B&I Non-Exempt Fund

Acct. 4418-0000-39011	Payment of Principal	\$3,585.00
Acct. 4418-0000-39012	Bond Payment of Interest	\$100,980.00

TOTAL for the FUND: \$104,565.00

Funds to support these additional appropriations in the Park B&I Non-Exempt 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

- x. Discussion: Appropriation and Cash Transfer Resolution No. 2024-25 in the amount of 60,000. Redevelopment General Matching Grant Fund to Safe Street Grant Fund.

The Clerk-Treasurer explained the need for Appropriation and Cash Transfer Resolution No. 2024-25.

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the September 23, 2024 plenary meeting.

**TOWN OF HIGHLAND
APPROPRIATION and Cash TRANSFER RESOLUTION
NO. 2024-25**

AN EXIGENT RESOLUTION PROVIDING for the TRANSFER of APPROPRIATION and CASH BALANCES from and AMONG MAJOR BUDGET CLASSIFICATIONS to the SAFE STREET GRANT FUND as REQUESTED BY THE PROPER OFFICER AND FORWARDED to the TOWN COUNCIL for its ACTION PURSUANT TO IC 6-1.1-18-6.

WHEREAS, It has been determined that certain exigent conditions have developed since adoption of the original budget and it is now necessary to transfer certain appropriations into different categories than were initially appropriated for the various functions to the **Safe Street Grant Fund**;

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

Section 1. That for the expenses of said municipality, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified, subject to the laws governing the same, such sums herein transferred unless otherwise stipulated by law;

Section 2. That is has been shown that certain existing unobligated appropriations of the **Redevelopment General Fund** which are not needed at this time for the purposes for which originally appropriated, and may be transferred to a category of appropriation in order to satisfy an existing need, as follows:

REDEVELOPMENT GENERAL FUND

REDEVELOPMENT GENERAL Fund

Reduce Account: #2216-0000-310.27 Safe Street Local Match \$60,000.00

Total 300 Series Reductions \$60,000.00

Safe Street Grant Fund

Memorandum of Meeting
Monday, September 16, 2024

Increase Account: #2219-0000-271.00 Safe Street Grant Fund \$60,000.00

Total 200 Series Increase \$60,000.00

Total of All Fund Decreases: \$60,000.00

Total of All Fund Increases: \$60,000.00

DULY RESOLVED and ADOPTED this 23rd Day of September 2024 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of ___ in favor and ___ opposed.

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

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

Attest:

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

- x. Discussion: Pre-Adoption Hearing of the Proposed Fiscal Year 2025 Budget for the Town of Highland.

The Clerk-Treasurer gave a power-point presentation to the Council on the Proposed Fiscal Year 2025 Budget for the Civil Town. He explained that at the September 23, 2024 Plenary Meeting, the Council will have a public meeting to introduce only the proposed 2025 Budget. He further explained that he would be using the next two study sessions to review the budget with the Council and answer any questions they might have prior to the adoption of the budget at the October 14, 2024 Plenary Meetings.

- x. **Discussion:** Pre-Adoption Hearing of the Proposed Fiscal Year 2025 Budget of the Sanitary District, pursuant to IC 6-1.1-17-20.

The Clerk-Treasurer gave a power-point presentation to the Council on the Proposed Fiscal Year 2025 Budget for the Sanitary District. He explained that at the September 23, 2024 Plenary Meeting, the Council will have a public meeting to introduce only the proposed 2025 Budget. He further explained that he would be using the next two (2)

study sessions to review the budget with the Council and answer any questions they might have prior to the adoption of the budget at the October 14, 2024 Plenary Meetings.

x. Discussion: Pre-Adoption Hearing of the Proposed Fiscal Year 2025 Budget of the Waterworks District, pursuant to IC 6-1.1-17-20.

The Clerk-Treasurer gave a power-point presentation to the Council on the Proposed Fiscal Year 2025 Budget for the Waterworks District. He explained that at the September 23, 2024 Plenary Meeting, the Council will have a public meeting to introduce only the proposed 2025 Budget. He further explained that he would be using the next two (2) study sessions to review the budget with the Council and answer any questions they might have prior to the adoption of the budget at the October 14, 2024 Plenary Meetings.

Councilor Scheeringa asked if there were any additional agenda items. Hearing none, he adjourned the meeting at 7:30 p.m.