

**Agenda**  
**Fifth Regular or Special Meeting**  
**of the Twenty-Ninth Town Council of Highland**  
**Regular Meeting of Monday, February 24, 2020 at 6:30 p.m.**

Agenda organized pursuant to Section 2.05.090 of the Highland Municipal Code

**Prayer:** Thomas (Tom) Black

**Pledge of Allegiance:** Thomas (Tom) Black

**Roll Call:** Bernie Zemen



Mark A. Herak

Mark J. Schocke

**A GREAT PLACE  
TO CALL HOME**

Thomas (Tom) Black

Roger Sheeman

**Minutes of Previous Session:** Minutes of the Regular Meeting of 10 February 2020.

- Special Orders:**
1. **Consideration of Proposed Additional Appropriations:** (non-controlled funds) Proposed Additional Appropriations in Excess of the 2020 Budget for the Information Communications Technology Fund, in the amount of \$50,000.
    - (a) Attorney verification of Proofs of Publication: The TIMES 12 Feb 2020.
    - (b) **Public Hearing.**
    - (c) Action on **Appropriation Enactment No. 2020-13:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the Information Communications Technology Fund, in the amount of **\$50,000**, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.
  
  2. **Consideration of Proposed Additional Appropriations:** (controlled funds): Proposed Additional Appropriations in Excess of the 2020 Budget for the Municipal Cumulative Capital Development (MCCD) Fund in the amount of **44,364.00**.
    - (a) Attorney verification of Proofs of Publication: The TIMES 12 Feb 2020.
    - (b) **Public Hearing.**
    - (c) Action on **Appropriation Enactment No. 2020-14:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the Municipal Cumulative Capital Development (MCCD) Fund, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

**COMMENTS FROM THE PUBLIC or VISITORS**

This portion of the Town Council Meeting is reserved for persons who desire to address the Town Council regarding matters on the agenda. Persons addressing the Town Council are requested to limit their presentations to **two (2) minutes** and encouraged to avoid repetitious comments.

*The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.*

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**Communications:** 1. Communication from the Census Complete Count Committee regarding its Implementation of the Action Plan.

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**Appointments:** • **Statutory Boards and Commissions**  
*Executive Appointments (May be made in meeting or at another time)*  
*(Appointments have been placed on agenda in case there is readiness to act. These represent remaining that could be executed)*

1. **Advisory Board of Zoning Appeals** (1) (possible) appointment to be made by Town Council President. Must be a member of the Plan Commission and not the same one appointed by the Plan Commission (Note: Currently held by Joseph Grzymiski Term: Co-extensive with term on Plan Commission • President only needs to act if there is a change to his appointment on the Plan Commission or a change is desired)
2. **Redevelopment Commission:** (1) Non-voting member term ends 6.30.2020 Must be from the School Town of Highland. Terms are 2 years. (Currently held by Patrick Krull. Town Council President will confer with School town to inform his appointment.)

Home Rule Commissions or Boards

3. **Community Events Commission:**  
(1) appointments to be made by the Town Council President. **Term: 4 years.** (Note: Vacancy from unexpired term of Late E. Parlor of which term expires January 2021)
4. **Committee and Liaison Assignments.** Assignments made by Town Council President. (Custom)

*Legislative Appointments*

Home Rule Commissions

1. **Community Events Commission:**  
(1) appointment to be made by the Town Council. **Term: 4 years.** (Note: vacancy of which term expires January 2022)

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- Unfinished Business & General Orders:**
1. **Resolution No. 2020-12:** A Resolution Cancelling The Agreement Among and Between S. J. Highland, LLC, An Iowa Limited Liability Company, Griffland Center, Inc., An Indiana Corporation, The Town Of Highland, Public Works Department and The Town Of Highland Redevelopment Department, Concerning A Senior Housing Project. (At a special meeting of the Town Council convened September 30, 2019, the Town Council passed and adopted Resolution No. 2019-41, which approved an agreement between S.J. Highland, LLC, (Developer), Griffland Center, Inc., the Town of Highland Public Works Department, and the Town of Highland Redevelopment Department Concerning a Senior Development Project.)
  2. **Resolution No. 2020-15:** A Resolution Authorizing and Approving a Perpetual Easement Agreement by and between the State of Indiana, through the Little Calumet River Basin Development Commission and the Town of Highland, through its Town Council, all pursuant to IC 14-13-2 et sequitur.
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**NEW BUSINESS:**

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**Comments or  
Remarks from the  
Town Council:  
(Good of the Order)**

**Councilor Bernie Zemen**

**Councilor Mark Herak**

**Councilor Thomas Black**

**Councilor Roger Sheeman**

**Councilor Mark Schocke**

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**COMMENTS FROM  
THE PUBLIC or  
VISITORS**

This portion of the Town Council Meeting is reserved for persons who desire to address the Town Council. Depending on the nature of the comments, the Town Council may direct the staff to address the topic or follow-up on matters that may arise from public comments. If necessary, the matter may be set for action at a future meeting. Persons addressing the Town Council are requested to limit their presentations to **two (2) minutes** and encouraged to avoid repetitious comments.

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**ACTION TO PAY  
Accounts Payable  
Vouchers**

Accounts payable vouchers February 11, 2020 to February 24, 2020 in the amount of **\$475,097.87**.

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**ADJOURNMENT**

The Town Council may meet in study session immediately following the Regular Meeting.

*Posted pursuant to IC 5-14-1.5-4(a)*

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**Enrolled Minutes of the Fourth Regular or Special Meeting  
For the Twenty-Ninth Highland Town Council  
Regular Plenary Meeting  
Monday, February 10, 2020**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, February 10, 2020 at 6:30 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding.

The Town Council President, Mark J. Schocke presided. The Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings. The meeting was opened with Council President Mark Schocke reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

**Roll Call:** Present on roll call were Councilors Bernie Zemen, Mark Herak, Mark J. Schocke, Thomas Black and Roger Sheeman. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

**Additional Officials Present:** Scott Bilse, Attorney with Abraham, Reed and Bilse; John M. Bach, Public Works Director; Peter Hojnicky, Metropolitan Police Chief; William R. Timmer, Jr., CFOD, Fire Chief; Kathy DeGuilio-Fox, Redevelopment Director; and Kenneth J. Mika, Building Commissioner, were present.

*Also present:* Larry Kondrat and Rick Volbrecht of the Board of Waterworks Directors; Michael Blejski of the Community Events Commission; and Ed Dabrowski IT Director (Contract) were also present.

*Guests:* Robin Carlascio of the Idea Factory was also present.

**Minutes of the Previous Meeting:** The minutes of the regular meeting of January 27, 2020 was submitted for consideration. Councilor Black moved the approval of the minutes. Councilor Sheeman seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The minutes of 27 January 2020 were approved.

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

**• Building & Inspection Report for January 2020**

Permit Type	Number	Residential	Commercial	Est. Cost	Fees
Commercial Buildings:	3	0	3	\$834,621.00	\$12,813.00
Commercial Additions or Remodeling:	0	0	0	\$0.00	\$0.00
Signs:	6	0	6	\$27,427.00	\$2,094.00
Single Family:	0	0	0	\$0.00	\$0.00
Duplex/Condo:	0	0	0	\$0.00	\$0.00
Residential Additions:	0	0	0	\$0.00	\$0.00
Residential Remodeling:	46	46	0	\$583,541.00	\$13,114.50
Garages:	0	0	0	\$0.00	\$0.00
Sheds:	0	0	0	\$0.00	\$0.00
Decks & Porches:	0	0	0	\$0.00	\$0.00
Fences:	9	9	0	\$32,981.00	\$1,252.00
Swimming Pools:	0	0	0	\$0.00	\$0.00

DrainTile/ Waterproofing:	11	11	0	\$108,081.00	\$2,466.00
Miscellaneous	0	0	0	\$0.00	\$0.00
<b>TOTAL:</b>	<b>75</b>	<b>66</b>	<b>09</b>	<b>\$1,586,651.00</b>	<b>\$31,739.50</b>
Electrical Permits	21	18	3		\$2,513.00
Mechanical Permits	22	19	03		\$2,269.00
Plumbing Permits	14	13	1		\$2,634.80
Water Meters	0	0	0		\$0.00
Water Taps	0	0	0		\$0.00
Sewer/Storm Taps	0	0	0		\$0.00
<b>TOTAL Plumbing:</b>	<b>14</b>	<b>13</b>	<b>1</b>		<b>\$2,634.80</b>

**January Code Enforcement:**

Investigations: 104  
Citations: 008  
Warnings: 104

**January Inspections:**

Building: 38      Electrical: 34      Plumbing: 20      HVAC: 12  
Electrical Exams: 2

**• Fire Department Report for January 2020**

Type of Call	Month	1 <sup>st</sup> half of year	
General Alarms	08	08	
Paid Still Alarms	24	24	
Still Alarms	07	07	
<b>Total Alarms:</b>	<b>39</b>	<b>39</b>	<b>Calls YTD: 39 calls</b>

**• Workplace Safety Report for January 2020**

There were four workplace incidents to report in December. The following report was filed.

Department	Injuries this Month	Year to Date 2020	Total in 2019	Restricted Days 2020	Lost Workdays This Year (2020)	Restricted Days Last Year (2019)	Lost Workdays Last Year (2019)
Parks	0	0	0	0	0	0	0
Fire	0	0	1	0	0	0	0
Police	0	0	4	0	0	0	0
Street	0	0	1	0	0	0	0
Water & Sewer	0	0	5	31	0	80	46
Maint.	0	0	1	0	0	14	2
Other	0	0	1	0	0	0	0
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>31</b>	<b>0</b>	<b>94</b>	<b>48</b>

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

**Appointments:**

• **Statutory Boards and Commissions**  
*Executive Appointments*

1. **Economic Development Commission:** (1) appointment to be made by Town Council President but must be *nominated by the Lake County Council. Currently held by David Beanblossom.* Term expires February 1, 2020. (*Letter from the County Council has been received*)

Noting that the County Council had reported that it nominated Dave Beanblossom to the Highland Economic Development Commission, The Town Council President, acknowledged the nomination and announced his re-appointment of **David Beanblossom**, 9321 Parkway Drive, Highland, to another four year term on the Economic Development Commission.

**Unfinished Business and General Orders:**

1. **Proposed Ordinance No. 1713:** An Ordinance to Make Technical Amendments To The Current Code of Ordinances for The Town of Highland, Particularly Amending Chapter 2.05, Regarding items on the Agenda regarding Public or Visitor Comments, All Pursuant To IC 36-1-5 and IC 36-1-27 Et Seq.

Councilor Zemen introduced and moved the consideration of Ordinance No. 1713 on the same meeting of its introduction. Councilor Black seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The ordinance could be considered at the same meeting of its introduction.

Councilor Zemen moved the passage and adoption of Ordinance No. 1713 on the same meeting of its introduction. Councilor Sheeman seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The ordinance was passed and adopted at the same meeting of its introduction.

**ORDINANCE No. 1713**  
**of the**  
**TOWN of HIGHLAND, INDIANA**

**AN ORDINANCE TO MAKE TECHNICAL AMENDMENTS TO THE CURRENT CODE OF ORDINANCES FOR THE TOWN OF HIGHLAND, PARTICULARLY AMENDING CHAPTER 2.05, REGARDING ITEMS ON THE AGENDA REGARDING PUBLIC OR VISITOR COMMENTS, ALL PURSUANT TO IC 36-1-5 AND IC 36-1-27 ET SEQ.**

**WHEREAS**, Title 36, Article 1, Chapter 5 of the Indiana Code provides that the legislative body of a unit **shall** codify, revise, rearrange, or compile the ordinances of the unit into a complete, simplified code excluding formal parts of the ordinances;

**WHEREAS**, The legislative body of this unit, the Town of Highland, is the Town Council, pursuant to IC 36-1-2-9(5) and IC 36-5-2-2;

**WHEREAS**, The present general and permanent ordinances of the Town of Highland, formally codified in 2012, are in need of technical and substantive modifications not confined to any particular Title, Article or Chapter but nevertheless desirable to further improve and perfect the Code; and,

**WHEREAS**, The Town Council, is persuaded that it is necessary and desirable to adopt the several technical and substantive modifications necessary to carry out this requirement and to further improve and perfect the Code,

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY** the Town Council of the Town of Highland, Lake County, Indiana, as follows:

**Section 1.** That the Highland Municipal Code, be hereby amended by repealing Section 2.05.090 (C) in its entirety, and replacing it with a new provision, to be styled as Section 2.05.090(C), which shall read as follows:

2.05.090 Agenda.

(C) The agenda of the town council regular meeting shall possess the following orders of business as may be applicable:

- (1) Opening ceremony or exercises. This item of business may include posting of colors, pledge of allegiance and any other element that the town council may determine appropriate.
- (2) Roll call and ascertainment of quorum. This item of business shall be conducted by a formal roll call conducted by the reading aloud of town council names in ward order. It may be conducted as a silent roll call as well.
- (3) Action on minutes of previous meeting(s). Minutes shall not be read aloud before action, unless the town council so directs. The town council may approve minutes by general consent.
- (4) Special Orders. This item of business may include such matters as may require public hearings, administration of oaths of office, special presentations, matters that require action at a particular meeting, and such things as may be made special orders as parliamentary practice or the proper officers may determine appropriate.
- (5) **Comments from the Public or Visitors. This item of business is to permit persons to address the town council on matters pending before it. Persons wishing to speak should be recognized by the presiding officer before speaking. Persons addressing the town council are requested to limit their presentations to two minutes and encouraged to avoid repetitious comments.**
- ~~(5)~~(6) Communications. This item of business involves the reading of letters, petitions, or memos that may be transmitted to the town council and may include taking action on matters raised in the communications as may be appropriate or desirable.
- ~~(6)~~ (7) Receipt of Staff Reports. This item of business shall include receipt of the monthly reports from or regarding the activities of the building and inspection department, the fire department, workplace safety, and such reports as may from time to time be deemed necessary or desirable.
- ~~(7)~~ (8) Appointments. This item of business involves the making of appointments to various boards and commissions as Indiana law or ordinances of the town may from time to time require. When listing items, the agenda should distinguish appointments that are made by the town executive from those that are made by the town council as legislative or fiscal body of the town.
- ~~(8)~~ (9) Unfinished Business and General Orders. This item of business involves matters that may have been introduced in a previous meeting, but unfinished and such matters as may be placed before the town council for its consideration, such as ordinances, resolutions, orders and other matters deemed appropriate under Indiana law, ordinances, and parliamentary practice.
- ~~(9)~~ (10) New Business. This item of business is confined to announcements of intention to bring a future action, or requests for the preparation of legislative work product for future consideration. No ordinances, resolutions, or orders may be brought before the town council without the unanimous vote of the members present. In no instance may a matter for final action be taken up under this item of business.
- ~~(10)~~ (11) Comments from Town Council Membership (Good of the Order). This item of business is to permit members of the legislative body to offer such comments, informal observations or remarks that each councilor may deem appropriate, desirable or as likely to promote the general welfare, or the good of the order. Councilors shall be recognized by the presiding officer before speaking. Councilors may be recognized to speak in ward order with the town council president allowed to speak last.
- ~~(11)~~ (12) Comments from the Public or Visitors. This item of business is to permit persons to address the town council **on any matter**. Persons wishing to speak should be recognized by the presiding officer before speaking. Depending on the nature of the comments, the town council may direct the staff to address the topic or follow up on matters that may arise from public comments. If necessary, the matter may be set for action at a future meeting. Persons addressing the town council are requested to limit their presentations to two minutes and encouraged to avoid repetitious comments.
- ~~(12)~~ (13) Consideration of Accounts Payable Vouchers. This item of business is to allow the town council to consider and take action on accounts payable vouchers filed according to the provisions of IC 5-11-10 et seq. and 36-5-4 et seq.
- ~~(13)~~ (14) Adjournment. At the conclusion of all items of business, the town council president may declare the meeting adjourned or he may seek a motion from the town council for adjournment. This item of business should be understood according to parliamentary authority.

**Section 2.** That this ordinance shall be effective from and after its passage and adoption, as evidenced by the signature of the Town Council President and attested thereto by the Clerk-Treasurer, all pursuant to IC 36-5-2-10 and IC 36-5-2-10.2.

Introduced and Filed on 10<sup>th</sup> day of February 2020. Consideration on same day or at same meeting of introduction sustained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED and ADOPTED** this 10<sup>th</sup> Day of February 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

2. **Proposed Enactment No. 2020-06:** An Enactment Regarding the Disposition of Surplus on Deposit to the Credit of the Water Cash Reserve Fund, Authorizing its transfer to the Corporation General Fund, pursuant to I.C. 8-1.5-3-11 et seq.

Councilor Herak introduced and moved the consideration of Enactment No. 2020-06 on the same meeting of its introduction. Councilor Black seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Herak moved the passage and adoption of Enactment No. 2020-06 on the same meeting of its introduction. Councilor Black seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment was passed and adopted at the same meeting of its introduction.

TOWN COUNCIL of the TOWN of HIGHLAND  
ENACTMENT NO. 2020-06

**An Enactment Regarding the Disposition of Surplus on Deposit to the Credit of the Water Cash Reserve Fund, Authorizing its transfer to the Corporation General Fund, pursuant to I.C. 8-1.5-3-11 et seq.**

WHEREAS, The Town of Highland by proper legislative action has established a Department of Waterworks pursuant to IC 36-1.4-4, codified as Chapter 12.05 of the Highland Municipal Code;

WHEREAS, The Department of Waterworks is governed by the provisions of IC 8-1.5-4 and IC 8-1.5-3 in its operations and management of assets;

WHEREAS, Indiana Code 8-1.5-4-11 particularly provides for the establishment by ordinance of a Cash Reserve Fund for the waterworks, for its stewardship for loans, and transfers for payments in lieu of taxes and under IC 8-1.5-3-8(e) for rates that support reasonable return on the utility plant of the municipality;

WHEREAS, Pursuant to IC 8-1.5-3-11 (b), the Town of Highland has established a Waterworks Cash Reserve Fund, under Section 12.05.050 (A) of the Highland Municipal Code;

WHEREAS, Pursuant to IC 8-1.5-3-11 (d), the Town of Highland adopted in its budget for FY 2020 an amount to include in the corporation general fund budget, in an amount, which cannot exceed the amount in the Cash Reserve Fund at June 30 of the year of the budget's preparation and not in excess of the amount calculated in the user rate basis for ROI;

WHEREAS, The amount in the Cash Reserve Fund at June 30, 2019 was \$263,252.72; and,

WHEREAS, Pursuant to IC 8-1.5-3-11 (d), the Town Council as the municipal legislative body desires to transfer all of the amount identified in the adopted budget for FY 2020,

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

**Section 1.** That pursuant to the provisions of IC 8-1.5-3-11(d), the Town Council hereby finds and determines the following:



- (A) That the Town Council adopted and the Department of Local Government Finance approved by order the budget of the Town for FY 2020, which for its municipal general fund did include an amount of up to \$ 105,000.00 to be transferred from the municipal water utility cash reserve fund;
- (B) That there is a Waterworks Cash Reserve Fund established by the municipality under Section 12.05.050 of the municipal code and the amount on deposit to that cash reserve fund at June 30, 2019 was two hundred sixty-three thousand, two hundred fifty-two dollars and seventy-two cents (\$263,252.72);
- (C) That any transfer herein authorized does not impair or adversely affect compliance with any terms or conditions of any bond ordinance or resolution, indenture, contract or similar instrument binding upon the municipality;
- (D) That the most recently adopted and effective rates and charges of the Department of Waterworks provide for rates that support reasonable return on the utility plant of the municipality, pursuant to IC 8-1.5-3-8(e), with such reasonable return to be deposited in the Cash Reserve Fund;

**Section 2.** That for the expenses of said municipality, the amount of **One hundred five thousand dollars (\$105,000)** are hereby transferred and set apart from the **Waterworks Cash Reserve Fund** for deposit in the **Corporation General Fund**, subject to the laws governing the same, subject to the approval of the Board of Waterworks Directors, as set forth in Indiana Code 8-1.5-3-11(a);

**Section 3.** That the Clerk-Treasurer is hereby authorized and requested as follows:

- (A) **To seek the approving action of the Board of Waterworks Directors as set forth above;**
- and,**
- (B) **Upon approval, to transfer the sum identified and as authorized herein;**

**Section 3.** That, in addition to the express authority conferred herein, the Clerk-Treasurer as the disbursing and fiscal officer of the Municipality, is hereby authorized and requested to take such steps as necessary to carry out the purposes of this enactment;

**Section 4.** That the money transferred may be expended from the Corporation General Fund, for purposes permitted by law, and after its appropriation in the manner set forth in IC 6-1.1-18.

Introduced and Filed on the 10<sup>th</sup> day of February 2020. Consideration on same evening of introduction attained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED AND ADOPTED** this 10<sup>th</sup> day of February 2020 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

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

/s/Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

**Approval by the Board of Waterworks Directors**

It is hereby certified that the foregoing transfer from the cash reserve fund to the corporation general fund was considered at a regular or special meeting of the Highland Board of Waterworks Directors.

The transfer identified herein is duly approved pursuant to the provisions of IC 8-1.5-3-11(a) by the Board of Waterworks Directors of the Town of Highland, Lake County, Indiana, this \_\_\_\_ day of \_\_\_\_\_ 2020 having passed by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed.

**THE HIGHLAND WATER WORKS  
BY IT'S BOARD OF DIRECTORS:**

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

Attest:

\_\_\_\_\_  
Richard Volbrecht, Secretary

3. **Proposed Enactment No. 2020-07:** An Enactment Regarding the Disposition of Surplus on Deposit to the Credit of the Sanitary District Sewage Cash Reserve Fund, Authorizing its transfer to the Corporation General Fund, pursuant to HMC Section 12.10.110.

Councilor Herak introduced and moved the consideration of Enactment No. 2020-07 on the same meeting of its introduction. Councilor Black seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Herak moved the passage and adoption of Enactment No. 2020-07 on the same meeting of its introduction. Councilor Black seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment was passed and adopted at the same meeting of its introduction.

TOWN COUNCIL of the TOWN of HIGHLAND  
ENACTMENT NO. 2020-07

**An Enactment Regarding the Disposition of Surplus on Deposit to the Credit of the Sanitary District Sewage Cash Reserve Fund, Authorizing its transfer to the Corporation General Fund, pursuant to HMC Section 12.10.110.**

WHEREAS, The Town of Highland by proper legislative action has established a Department of Public Sanitation and Sanitary District pursuant to IC 36-9-25 et seq., codified as Chapter 12.10 of the Highland Municipal Code;

WHEREAS, The Department of Public Sanitation and Sanitary District is governed by the provisions of I.C. 36-9-25 and in some cases IC 36-9-23 in its operations, rate-setting and management of assets;

WHEREAS, Indiana Code 36-1-3 particularly provides for the exercise by ordinance of powers that are expressly granted to the municipality by statute and all other powers necessary or desirable in the conduct of its affairs, even though not granted by statute;

WHEREAS, Pursuant to IC 36-1-3 and IC 36-9-25 the Town adopted HMC Section 12.10.110, establishing a cash reserve fund for the wastewater and storm water utilities, for its stewardship for loans, and transfers for payments in lieu of taxes for rates that support a reasonable return on the sewage utility plant of the municipality;

WHEREAS, Pursuant to IC 36-9-25-11 (l), which expressly states that its particular provisions may not be construed to prohibit a municipal legislative body from including in an ordinance adopted under IC 36-9-25 any other provision that the municipal legislative body considers appropriate, the Town did adopt in its most recently effective rate ordinance, rates and charges that support a reasonable return on the sewage utility plant of the municipality;

WHEREAS, HMC section 12.10.110, provides that the cash reserve fund shall be governed by the provisions of IC 8-1.5-3-11;

WHEREAS, Pursuant to IC 8-1.5-3-11 (d), the Town of Highland adopted in its budget for FY 2020 an amount to include in the corporation general fund budget, in an amount, which cannot exceed the amount in the Cash Reserve Fund at June 30 of the year of the budget's preparation and not in excess of the amount calculated in the user rate basis for ROI;

WHEREAS, The amount in the Cash Reserve Fund at June 30, 2019 was **\$151,984.00**; and,

WHEREAS, Pursuant to the foregoing, the Town Council as the municipal legislative body desires to transfer **all** of the adopted amount identified in the adopted budget for FY 2020,

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

**Section 1.** That the Town Council hereby finds and determines the following:

(A) That the Town Council adopted and the Department of Local Government Finance approved by order the budget of the Town for FY 2020, which for its municipal general fund did include an amount of up to **\$105,000** to be transferred from the municipal sewage cash reserve fund;

- (B) That there is a Sanitary District Sewage Cash Reserve Fund established by the municipality under Section 12.10.110 of the municipal code and the amount on deposit to that cash reserve fund at June 30, 2019 was one hundred fifty-one thousand, nine hundred eighty-four dollars (**\$151,984.00**);
- (C) That any transfer herein authorized does not impair or adversely affect compliance with any terms or conditions of any bond ordinance or resolution, indenture, contract or similar instrument binding upon the municipality;
- (D) That the most recently adopted and effective rates and charges of the Department of Public Sanitation and Sanitary District provide for rates that support reasonable return on the utility plant of the municipality, pursuant to IC 36-9-25-11(l), with such reasonable return to be deposited in the Cash Reserve Fund;

**Section 2.** That for the expenses of said municipality, the amount of **One hundred five thousand dollars (\$105,000.00)** are hereby transferred and set apart from the **Sanitary District Sewage Cash Reserve Fund** for deposit in the **Corporation General Fund**, subject to the laws governing the same, subject to the approval of the Board of Sanitary Commissioners, as set forth in Indiana Code 8-1.5-3-11(a) as adopted by reference in HMC Section 12.10.110 (A);

**Section 3.** That the Clerk-Treasurer is hereby authorized and requested as follows:

- (A) To seek the approving action of the Board of Sanitary Commissioners as set forth above; and,
- (B) Upon approval, to transfer the sum identified and as authorized herein;

**Section 4.** That, in addition to the express authority conferred herein, the Clerk-Treasurer as the disbursing and fiscal officer of the Municipality, is hereby authorized and requested to take such steps as necessary to carry out the purposes of this enactment;

**Section 5.** That the money transferred may be expended from the Corporation General Fund, for purposes permitted by law, and after its appropriation in the manner set forth in IC 6-1.1-18.

Introduced and Filed on the 10<sup>th</sup> day of February 2020. Consideration on same evening of introduction attained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED AND ADOPTED this 10<sup>th</sup> day of February 2020 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

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

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

**Approval by the Board of Sanitary Commissioners**

It is hereby certified that the foregoing transfer from the cash reserve fund to the corporation general fund was considered at a regular or special meeting of the Highland Board of Sanitary Commissioners.

The transfer identified herein is duly approved pursuant to the provisions of IC 8-1.5-3-11(a), incorporated by reference in HMC Section 12.10.110 (A) and now adopted by the Board of Sanitary Commissioners of the Town of Highland, Lake County, Indiana, this \_\_\_\_ day of \_\_\_\_\_ 2020 having passed by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed.

**DEPARTMENT OF PUBLIC SANITATION & SANITARY DISTRICT  
BY ITS BOARD OF SANITARY COMMISSIONERS:**

\_\_\_\_\_  
Richard Garcia, President

Attest:

\_\_\_\_\_  
David Jones, Secretary

4. **Resolution No. 2020-08:** A Resolution Authorizing Temporary Interfund Loan or Transfer Pursuant to IC 36-1-8-4 of the Indiana Code and Section 3.20.040 of the Highland Municipal Code for, the Sanitary District Bond and Interest Fund, the Redevelopment District Bond and Interest fund and the Park District Bond and Interest Fund.

Councilor Herak moved the passage and adoption of Resolution No. 2020-08. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN of HIGHLAND  
RESOLUTION NO. 2020-08

A RESOLUTION AUTHORIZING TEMPORARY INTERFUND LOAN or TRANSFER PURSUANT to IC 36-1-8-4 OF THE INDIANA CODE AND SECTION 3.20.040 OF THE HIGHLAND MUNICIPAL CODE FOR, THE SANITARY DISTRICT BOND AND INTEREST FUND, THE REDEVELOPMENT DISTRICT BOND AND INTEREST FUND AND THE PARK DISTRICT BOND AND INTEREST FUND.

Whereas, The Clerk-Treasurer has advised the Town Council that cash balances in the **Sanitary District Bond & Interest Fund, the Redevelopment District Bond & Interest Fund and the Park District Bond and Interest Fund**, are not sufficient to meet its regular expenses prior to the receipt of the semi-annual distribution of ad-valorem revenues so it has become necessary to temporarily borrow money to enhance the fund;

Whereas, The Clerk-Treasurer has advised that there is sufficient money on deposit to the credit of the **Corporation General Fund** and the **Economic Development Local Income Tax Fund** that can be temporarily transferred;

Now, **Therefore Be it Resolved** by the Town Council of the Town of Highland, Lake County, Indiana as follows:

**Section 1.** That the amount of **\$745,564.00** be borrowed for the **Sanitary District Bond and Interest Exempt Fund** with the amount of **\$745,564.00** to be loaned by the **Economic Development Local Income Tax Fund**, as authorized by HMC Section 3.45.180(B)(1);

**Section 2.** That said loan in the amount **\$745,564.00** be repaid to the **Economic Development Local Income Tax Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Fund** with such loan to be repaid no later than December 31, 2020, subject to IC 36-1-8-4(b).

**Section 3.** That the amount of **\$327,203.00** be borrowed for the **Park District Bond & Interest Fund** with the amount of **\$327,203.00** to be loaned by the **Corporation General Fund**;

**Section 4.** That said loan in the amount of **\$327,203.00** be repaid to the **Corporation General Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Park District Bond & Interest Fund** with such loan to be repaid no later than December 31, 2020, subject to IC 36-1-8-4(b).

**Section 5.** That the amount of **\$8,698.00** be borrowed for the **Redevelopment Bond & Interest Fund** with the amount of **\$8,698.00** to be loaned by the **Corporation General Fund**, as authorized by HMC Section 3.45.180(B)(1);

**Section 6.** That said loan in the amount of **\$8,698.00** be repaid to the **Corporation General Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Redevelopment Bond & Interest Fund** with such loan to be repaid no later than December 31, 2019, subject to IC 36-1-8-4(b).

**Duly Adopted** by the Town Council of the Town of Highland, Lake County, Indiana, this 10<sup>th</sup> day of February 2020. Having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

/s/Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

5. **Resolution No. 2020-09:** An Exigent Resolution Providing For The Transfer Of Appropriation Balances From And Among Major Budget Classifications In The

Public Safety Local Income Tax (Lit) Fund As Requested By The Proper Officer  
And Forwarded To The Town Council For Its Action Pursuant To IC 6-1.1-18-6.

Councilor Zemen moved the passage and adoption of Resolution No. 2020-09.  
Councilor Black seconded. Upon a roll call vote, there were five affirmatives and  
no negatives. The motion passed. The resolution was adopted.

TOWN OF HIGHLAND  
APPROPRIATION TRANSFER RESOLUTION  
RESOLUTION NO. 2020-09

AN EXIGENT RESOLUTION PROVIDING for the TRANSFER of APPROPRIATION BALANCES from  
and AMONG MAJOR BUDGET CLASSIFICATIONS in the PUBLIC SAFETY LOCAL INCOME TAX  
(LIT) 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 of the **Public Safety Local Income Tax (LIT) 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 it has been shown that certain existing unobligated appropriations of the **Public Safety  
Local Income Tax (LIT) 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:

PUBLIC SAFETY LOCAL INCOME TAX FUND

Reduce Account:		
249-0000-43000 Equipment Fire Suppression		\$ 10,110.00
<i>Total 400 Series Reductions:</i>		\$ 10,110.00
Increase and Create Accounts:		
249-0000-30003 Fire Truck Repair		\$ 8,791.00
249-0000-39004 Fire Software		\$ 1,319.00
<i>Total 300 Series Increases</i>		\$ 10,110.00
<b>Total of Fund Decreases:</b>		\$ 10,110.00
<b>Total of Fund Increases:</b>		\$ 10,110.00

DULY RESOLVED and ADOPTED this 10<sup>th</sup> Day of February 2020 by the Town Council of the Town of Highland,  
Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

- Resolution No. 2020-10:** A Resolution Expressing the Sense of the Town Council  
regarding its Opposition to HB 1165, Which Prohibits Municipal Utilities from  
Requiring Either Landlords to Co-sign for Tenants or for Requiring Landlords to  
Sign instead of Tenants.

Councilor Herak moved the passage and adoption of Sense of the Council  
Resolution No. 2020-10. Councilor Sheeman seconded. Upon a roll call vote, there

were five affirmatives and no negatives. The motion passed. The resolution was adopted.

HIGHLAND TOWN COUNCIL  
Resolution No 2020-10

A RESOLUTION ARTICULATING THE "SENSE OF THE TOWN COUNCIL" REGARDING ITS OPPOSITION to House Bill 1165, WHICH WILL PROHIBIT CURRENTLY LAWFUL PRACTICES of MUNICIPAL UTILITIES from REQUIRING EITHER LANDLORDS to CO-SIGN for TENANTS or for REQUIRING LANDLORDS TO SIGN INSTEAD OF TENANTS

WHEREAS, The Town of Highland was incorporated to provide certain public services to the residents of this community, all of whom are also residents of this state, and Nation, for whom their elected public servants commit their judgment and industry to promote the general welfare and common public good;

WHEREAS, The Highland Town Council, as the fiscal and legislative body of the Town of Highland, from time to time, encounters issues of public import and moment which warrant an expression from the elected representatives as part of the public discourse on the matter;

WHEREAS, Article 1, Section 31 of the Indiana Constitution provides that no law shall restrain any of the inhabitants of the State from assembling together in a peaceable manner, to consult for their common good, nor from instructing their representatives, nor from applying to the General Assembly for redress of grievances;

WHEREAS, The First Amendment of the United States Constitution provides that Congress shall make no law abridging freedom of speech, or the right of the people to peaceably assemble, and to petition the government for redress of grievances;

WHEREAS, The Indiana General Assembly is Considering a Bill, numbered HB 1165, that if passed and adopted will negatively alter the current manner in which municipal utilities manage the risk from uncollectible receivables; and

WHEREAS, HB 1165 will prohibit municipal utilities from requiring landlords to co-sign for utility bill for its tenants, a requirement that the Town of Highland has used since the 1960's, to effectively protect the ratepayers from the costs incurred from unpaid bills for rental property;

WHEREAS, HB 1165 will further prohibit municipal utilities from requiring landlords to be the responsible customer rather than the tenants, a practice also employed by many Indiana municipal utilities to effectively protect the ratepayers from the costs incurred from unpaid bills for rental property;

WHEREAS, Eliminating the currently lawful practice to require landlords to serve as co-signer on tenant utility bills is a most unwelcome interference with Highland's and many municipal utilities' operating model, lowering costs of administration as this approach recognizes the landlord as the best bearer of this risk, as it is customary in the course of the business of renting or leasing space to residential or commercial business tenants to use both the *price of the rents* and *the required deposit* to cover losses that the Landlord might experience in the course of the business;

WHEREAS, The practice of requiring landlords to co-sign for their tenants or requiring landlords to be the sole signatory for its property, has allowed the Town of Highland and municipal utilities throughout Indiana to keep the risks off their ratepayers, and prohibiting this practice will in effect create an effective public subsidy for landlords, allowing any loss from an errant tenant who fails to pay the final utility bills, not to be borne by the landlord, who is responsible for vetting its tenants, but rather passed on to all other ratepayers, *exhibited in higher basic rates for all customers*.

WHEREAS, The Town of Highland by and through its elected officers wishes to offer a *distinct, strong and clear* public expression on the public importance of this matter,

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Highland, Lake County, Indiana that it is the *sense of the Town Council of Highland* is as follows:

**Section 1.** That Highland Town Council, **strongly opposes** HB 1165 and urges the Indiana Senate to reject its passage;

**Section 2.** The Town of Highland by and through its Town Council, further **strongly opposes** removal from municipal utilities local flexibility to structure their billing in the way that is at once *just, non-discriminatory, equitable*, and working for that community as municipal utilities are diverse in size, scope, and staffing, policies should be tailored to the needs of the individual community;

**Section 3.** The Town of Highland by and through its Town Council, still further offering its sense of the subject, **still further strongly opposes** HB 1165 as its deleterious impact on and prohibition of the administrative efficiency of holding landlords secondarily liable for unpaid tenant utility bills or to require accounts to be in the name of the landlord, creates an unnecessary and undue burden on municipal utilities and runs counter to the following:

- (A) That the service runs with and adds value to the commercial character of the property and is therefore ultimately the responsibility of the property owner;
- (B) That unpaid tenant bills are very difficult to collect by municipal utilities and are almost always written off as bad debt;
- (C) That it is not cost effective or feasible to pursue legal action against individual tenants who usually have little to no assets the utility could pursue for restitution;
- (D) That unlike investor owned utilities, municipal utilities operate with no profit margins and less fiscal capacity to absorb other techniques to ameliorate the loss and are therefore more financially susceptible to fiscal instability owing of large amounts of bad debt;
- (E) That imposing large deposits on everyone would require higher payments by homeowners and may price some tenants out of being able to afford necessities; further, differentiating deposits by *whether one is a tenant or an owner occupant*, is currently unlawful for utilities regulated by the Utility Regulatory Commission, and for all utilities regardless their regulation by the IURC, requires costly credit checks and a formula for linking credit to deposit amounts, a significant administrative burden;

**Section 4.** The Town of Highland by and through its Town Council, still further offering its sense of the subject, **stresses that if adopted, HB 1165** will create a *de facto* subsidy for landlords, paid by all other municipal ratepayers and along with the reasons heretofore stated, the Town of Highland by and through its Town Council, urges the Indiana State Senate, the Indiana General Assembly and the Indiana Governor to reject this bill;

**Section 5.** That the Clerk-Treasurer be hereby further instructed to transmit and forward this resolution to the **President Pro Tempore of the Indiana State Senate, the Governor of the State of Indiana**, and such other persons as may be deemed to have an interest in this matter and to encourage those persons to evidence their strong desire to see the objects and purposes of this "*Sense of the Council Resolutions*" achieved.

**DULY RESOLVED and ADOPTED** this 10<sup>th</sup> Day of February 2020 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

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

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

- 7. Enactment No. 2020-11:** An Enactment Regarding the Disposition of *Accreted* Surplus on Deposit to the Credit of the Water Cash Reserve Fund, Authorizing its transfer to the Corporation General Fund, pursuant to I.C. 8-1.5-3-11 et seq.

Councilor Herak introduced and moved the consideration of Enactment No. 2020-11 on the same meeting of its introduction. Councilor Black seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Herak moved the passage and adoption of Enactment No. 2020-11 on the same meeting of its introduction. Councilor Black seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment was passed and adopted at the same meeting of its introduction.

**TOWN COUNCIL of the TOWN of HIGHLAND  
ENACTMENT NO. 2020-11**

**An Enactment Regarding the Disposition of Accreted Surplus on Deposit to the Credit of the Water Cash Reserve Fund, Authorizing its transfer to the Corporation General Fund, pursuant to I.C. 8-1.5-3-11 et seq.**

**WHEREAS**, The Town of Highland by proper legislative action has established a Department of Waterworks pursuant to IC 36-1.4-4, codified as Chapter 12.05 of the Highland Municipal Code;

WHEREAS, The Department of Waterworks is governed by the provisions of IC 8-1.5-4 and IC 8-1.5-3 in its operations and management of assets;

WHEREAS, Indiana Code 8-1.5-4-11 particularly provides for the establishment by ordinance of a Cash Reserve Fund for the waterworks, for its stewardship for loans, and transfers for payments in lieu of taxes and under IC 8-1.5-3-8(e) for rates that support reasonable return on the utility plant of the municipality;

WHEREAS, Pursuant to IC 8-1.5-3-11 (b), the Town of Highland has established a Waterworks Cash Reserve Fund, under Section 12.05.050 (A) of the Highland Municipal Code;

WHEREAS, Pursuant to IC 8-1.5-3-11 (d), the Town of Highland adopted in its budget for FY 2020 an amount to include in the Corporation General Fund budget, in an amount, which cannot exceed the amount in the Cash Reserve Fund at June 30 of the year of the budget's preparation and not in excess of the amount calculated in the user rate basis for ROI;

WHEREAS, Pursuant to IC 8-1.5-3-11 (d), the Highland Town Council passed and adopted Enactment No. 2020-06, to transfer the budgeted amount of \$105,000.00 to the General Fund, subject to the approval of the Board of Waterworks Directors, and that this amount does not exceed the amount in the Cash Reserve Fund at June 30;

WHEREAS, The Indiana Department of Local Government Finance has issued a final budget order for the Corporation General Fund, and with a pending additional appropriation in the amount of \$260,123.00, there is a deficit in the General Fund, notwithstanding any loss from circuit breaker credits or collection delays;

WHEREAS, Pursuant to IC 8-1.5-3-11 (e), provides that at any time after the final approval of the budget should an emergency arise the legislative body may transfer additional money from the cash reserve fund to provide for the additional appropriations, with such transfer to be limited to accretions to the cash reserve fund since June 30, 2019;

WHEREAS, The amount in the Cash Reserve Fund at June 30, 2019 was \$263,252.72 and the amount at December 31, 2019 was \$797,463.00, means there were accretions to the fund in the approximate amount of \$434,211;

WHEREAS, Pursuant to IC 8-1.5-3-11 (e), the Town Council as the municipal legislative body desires to transfer all of the accreted amount identified to the Corporation General Fund,

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

**Section 1.** That pursuant to the provisions of IC 8-1.5-3-11(e), the Town Council hereby finds and determines the following:

- (A) That the Town Council did adopt, and the Department of Local Government Finance approved by order the budget of the Town for FY 2020, which for its municipal general fund did include an amount of up to \$ 105,000.00 to be transferred from the municipal water utility cash reserve fund;
- (B) That the Highland Town Council passed and adopted Enactment No. 2020-06, to transfer the budgeted amount of \$105,000.00 to the General Fund, subject to the approval of the Board of Waterworks Directors;
- (C) That there is a Waterworks Cash Reserve Fund established by the municipality under Section 12.05.050 of the municipal code, and that the resources of that fund are as follows:
  - i. That the amount on deposit to the Water Cash Reserve fund at June 30, 2019 was two hundred sixty-three thousand, two hundred fifty-two dollars and seventy-two cents (\$263,252.72);
  - ii. That the amount on deposit to the Water Cash Reserve Fund at December 31, 2019 was seven hundred ninety-seven thousand, four hundred sixty-three dollars (\$797,463.00);
  - iii. That there were accretions to the fund in the approximate amount of four hundred thirty-four thousand, two hundred eleven dollars (\$434,211.00);
  - iv. That there is an adopted additional appropriation in the amount of \$260,123.00 to the Corporation General Fund, pending review by the Department of Local Government Finance, and there is a revenue gap in the General Fund, notwithstanding any loss from circuit breaker credits or collection delays, which is an exigent matter;



- (D) That any transfer herein authorized does not impair or adversely affect compliance with any terms or conditions of any bond ordinance or resolution, indenture, contract or similar instrument binding upon the municipality;
- (E) That the most recently adopted and effective rates and charges of the Department of Waterworks provide for rates that support reasonable return on the utility plant of the municipality, pursuant to IC 8-1.5-3-8(e), with such reasonable return to be deposited in the Cash Reserve Fund;

**Section 2.** That owing to the exigent circumstances, the need to support the additional appropriations in the Corporation General Fund, the need to ameliorate the gap in revenues, and for the expenses of said municipality, the amount of **Four hundred thirty-four thousand, two hundred eleven dollars (\$434,211)** are hereby transferred and set apart from the **Waterworks Cash Reserve Fund** for deposit in the **Corporation General Fund**, subject to the laws governing the same, subject to the approval of the Board of Waterworks Directors, as set forth in Indiana Code 8-1.5-3-11(a) and IC 8-1.5-3-11(e);

**Section 3.** That the Clerk-Treasurer is hereby authorized and requested as follows:

- (A) To seek the approving action of the Board of Waterworks Directors as set forth above; and,
- (B) Upon approval, to transfer the sum identified and as authorized herein;

**Section 4.** That, in addition to the express authority conferred herein, the Clerk-Treasurer as the disbursing and fiscal officer of the Municipality, is hereby authorized and requested to take such steps as necessary to carry out the purposes of this enactment;

**Section 5.** That the money transferred may be expended from the Corporation General Fund, for purposes permitted by law, and after its appropriation in the manner set forth in IC 6-1.1-18.

Introduced and Filed on the 10<sup>th</sup> day of February 2020. Consideration on same evening of introduction attained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED AND ADOPTED** this 10<sup>th</sup> day of February 2020 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

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

/s/Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

**Approval by the Board of Waterworks Directors**

It is hereby certified that the foregoing transfer from the cash reserve fund to the corporation general fund was considered at a regular or special meeting of the Highland Board of Waterworks Directors.

The transfer identified herein is duly approved pursuant to the provisions of IC 8-1.5-3-11(a) by the Board of Waterworks Directors of the Town of Highland, Lake County, Indiana, this \_\_\_\_ day of \_\_\_\_\_ 2020 having passed by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed.

**THE HIGHLAND WATER WORKS  
BY IT'S BOARD OF DIRECTORS:**

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

Attest:

\_\_\_\_\_  
Richard Volbrecht, Secretary

8. **Works Board Order No. 2020-06: An Order Approving and Authorizing A Memorandum of Understanding Between the Town of Highland, Through its Police Department and the Town of Munster, Through its Police Department,**

Regarding Use of Highland's Animal Control Facilities by the Town of Munster Police Department for Housing of Animals.

Councilor Herak moved the passage and adoption of Works Board Order No. 2020-06. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The works board order was adopted.

TOWN OF HIGHLAND  
BOARD OF WORKS  
ORDER OF THE WORKS BOARD NO. 2020-06

AN ORDER APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF HIGHLAND, THROUGH ITS POLICE DEPARTMENT AND THE TOWN OF MUNSTER, THROUGH ITS POLICE DEPARTMENT, REGARDING USE OF HIGHLAND'S ANIMAL CONTROL FACILITIES BY THE TOWN OF MUNSTER POLICE DEPARTMENT FOR HOUSING OF ANIMALS.

**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), been Advised that the Town Board of Metropolitan Police Commissioners has recommended approval of a memorandum of Understanding to support the use by the Town of Munster Police Department of the Town of Highland Police Department's Animal Control Facility;

**Whereas**, The Operation and Maintenance of an Animal Care Facility and enforcement of humane law and animal control ordinances are powers expressly conferred under IC 36-8-2-6;

**Whereas**, The authority to contract or approve a memorandum of understanding between and by the Town of Highland Police Department and Town of Munster Police Department, is reposed in the Town Council, pursuant to IC 36-1-4 et seq. and IC 36-8-9 et seq.;

**Whereas**, That memorandum of Understanding to support the use by the Town of Munster Police Department of the Town of Highland Police Department's Animal Control Facility has been prepared and presented to the Town Council following its review and recommendation for approval by the Town Board of Metropolitan Police Commissioners;

**Whereas**, The Town of Highland, through its Town Council acting as the Works Board, now desires to accept and approve the memorandum of Understanding to support the use by the Town of Munster Police Department of the Town of Highland Police Department's Animal Control Facility as herein described,

**Now Therefore Be it hereby ordered and resolved** by the Town Council, acting as the Works Board of the Town of Highland, Lake County, Indiana:

**Section 1.** That the memorandum of Understanding (MOU) to support the use by the Town of Munster Police Department of the Town of Highland Police Department's Animal Control Facility presented to the Town Council following its review and recommendation for approval by the Town Board of Metropolitan Police Commissioners is hereby approved, adopted, and ratified in each and every respect;

**Section 2.** That the terms and fees for services set forth under the MOU for lodging animals by the Town of Munster Police Department above three (3) animals of twenty five dollars (\$25) per day per animal lodged and the quarterly stipend of \$500 are found to be *reasonable and not greater than that reasonably related to reasonable and just rates and charges for service*;

**Section 3.** That the Police Chief of the Town of Highland Police Department is hereby authorized to execute the memorandum of understanding, once signed by the Police Chief of the Town of Munster Police Department, one original of the MOU be filed with 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 10<sup>th</sup> day of February 2020 having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

/s/Mark J. Schocke, President (IC 36-5-2-10)

Attest:

/s/Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

Exhibit:

**MEMORANDUM OF UNDERSTANDING  
USE OF HIGHLAND ANIMAL CONTROL FACILITY**

This Memorandum of Understanding (MOU) is entered into by the Highland Police Department and the Munster Police Department for the purpose of housing dogs and cats in the Highland Animal Control Facility.

**Purpose:**

The purpose of this Memorandum of Understanding is to outline the use of the Highland Animal Control Facility by the Munster Police Department.

**Operational Guidelines:**

The Highland Animal Control Facility is operated by the Highland Police Department. The housing of dogs and cats by the Munster Police Department will be accommodated when there is sufficient space in the facility. Employees of the Munster Police Department will first call the Support Services office at the Highland Police Department to confirm there is space available to lodge the animals in the facility. Upon receiving confirmation that there is available space, the employee from the Munster Police department will provide the Munster Police Department case number to the Support Services employee. The Munster Police Department employee will then lodge the animal in the facility and will provide said animal with proper water and food and secure the door to the kennel or cage. It will then be the responsibility of an employee of the Munster Police Department to make sure the lodged animal is watered and fed. The animal will not be lodged for more than 24 hours unless there are exigent circumstances. The Munster Police Department employee will be responsible to immediately notify the employee working in the Highland Police Department Support Services office when the animal is released from the facility. Upon releasing the animal from the facility, the Munster Police Department employee will make sure that the kennel or cage that was used is clean. Food for the animals will be provided by the Highland Police Department. Should the animal require any type of medical care or euthanasia, those arrangements and expenses will be the responsibility of the Munster Police Department.

**Fees:**

The Munster Police Department will be allotted the lodging of three (3) animals per month free of charge. After three (3), the assessed fee per lodged animal will be twenty five dollars (\$25) per day. The Highland Police Department will invoice the Munster Police Department quarterly with the monies being deposited in the General Fund/Quarantine Line. In addition to the \$25 daily fee, any special services provided by our agency, such as transportation to a shelter by our Animal Control Officer, will be billed accordingly at the rate of \$25 per event.

Additionally, a stipend of \$500.00 per quarter (payable bi-annually) will be invoiced to the Munster Police Department. This fee encompasses compensation for time spent by the Highland Animal Warden assisting Munster Police Department with the placement of animals utilizing his network of rescues, time spent for cleaning and maintenance of the facility, costs for repairs and improvements to the facility, and for time spent by our Support Services Staff that make case reports, log the animals in our record keeping system and handle phone calls regarding people inquiring about lost/found pets in Munster.

**TERMS OF MEMORANDUM OF UNDERSTANDING:**

The terms of this agreement shall be in effect from the date of signing, and may be amended at any time.

\_\_\_\_\_  
Peter T. Hojnicky, Chief  
Highland Police Department

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

\_\_\_\_\_  
Steve Scheckel, Chief  
Munster Police Department

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

9. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of \$50,000 in the Information Communications Technology Fund and in the amount of \$36,804 in the Municipal Cumulative Capital Development Fund.

Councilor Herak moved to authorize the proper officer to publish legal notice of a public hearing as indicated. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The proper officer was authorized to publish legal notice of a public hearing as indicated.

**Remarks from the Town Council:**  
(For the Good of the Order)

- **Councilor Bernie Zemen:** • *Fire Department, Liaison* • *Liaison to the Plan Commission*

Councilor Zemen acknowledged the Building Commissioner who noted that there was no new business pending before the Plan Commission.

Councilor Zemen acknowledged the Fire Chief who reported on incidents responses.

- **Councilor Mark Herak:** • *Budget and Finance Chair* • *Liaison to the Advisory Board of Zoning Appeals* • *Town Board of Metropolitan Police Commissioners, Liaison.*

Councilor Herak complimented the employees' for an incident free safety report for January.

Councilor Herak wished the Police Chief a happy birthday.

Councilor Herak acknowledged the Police Chief who reported on the no-shave fundraiser being conducted by the Highland F.O.P.

Councilor Herak complimented the Public Works Director regarding the quality of the snow removal recently undertaken.

- **Councilor Tom Black:** *Liaison to the Board of Sanitary Commissioners* • *Liaison to the Board of Waterworks Directors.*

Councilor Black congratulated \_\_\_\_\_ on a recent state championship for wrestling.

- **Councilor Roger Sheeman:** *Chamber of Commerce Liaison* • *Liaison to the Community Events Commission* • *Information Technology Liaison* • *and Redevelopment Commission Liaison.*

Councilor Sheeman acknowledged the Redevelopment Director who had no report.

- **Councilor President Mark Schocke:** *Town Executive* • *Chair of the Board of Police Pension Trustees* • *Park and Recreation Liaison.*

The Town Council President acknowledged the Parks and Recreation Superintendent who reported on parks and recreation generally.

The Town Council President further thanked the public works workers for their recent response to snow plowing.

**Comments from Visitors or Residents:**

1. Rick Volbrecht, Highland, expressed appreciation for the Town Council's action regarding the amendment to the agenda allowing comments at the beginning of the meeting.

Mr. Volbrecht asked whether this action would apply to all boards and commissions or just the Town Council. He was advised that this applied only to the Town Council.

Mr. Volbrecht also offered support for a banner program that honors student athletes for Highland.

2. Ty Husterman, Munster, identified himself as a Munster High School government student who asked the Town Council a question on its top priorities.

Councilor Sheeman responded with some broad goals including assure greater transparency, and to attract more business.

Ty Husterman, Munster, asked about the most pressing issue confronting the Town Council. Councilor Black responded that it was property tax caps.

3. Larry Kondrat, Highland, sought clarification regarding the transfers that were enabled by Enactments No. 2020-6, 2020-07 and 2020-11. He was advised that Enactments 2020-06 and 2020-07 were adopted in consequence of the amount budgeted for 2020. Enactment 2020-11 was to support the additional appropriations in the Corporation General Fund, and to close the gap in revenue from planned spending.

Mr. Kondrat noted that business banners were already erected on the poles in the downtown section along Highway Avenue. He commented on the pending policy that is being considered by the Town Council regarding the light poles and banner display.

4. Michael Blejski, Highland suggested that banners for business should really be located on Kennedy Avenue rather than in the downtown. He suggested that that student athlete banners should be on Highway Avenue.

Mr. Blejski asked about the status of the Main Street Bureau vice present. There was no comment.

5. Sandra McKnight, Highland, identified herself a Veteran/Military Banner volunteer, asked about the downtown banners.
6. Elijah Aurand, Highland, asked about any regulations regarding signs associated with his business Next Generation Gaming. He was encouraged to consult with the Building Commissioner before he departed who could advise him regarding any sign regulations.

**Payment of Accounts Payable Vouchers.** There being no further comments from the public, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period December 24, 2019 through February 10, 2020 as well as to ratify the payroll docket for the payday January 17, 2020, *excepting those reimbursements for Councilor Black and Councilor Sheeman.* Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed except for those involving reimbursements for Councilors Black and Sheeman, payroll docket and other payments allowed in advance were ratified, and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Councilor Herak moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket involving reimbursements for Councilor Black and Councilor Sheeman filed on the docket, covering the period December 24, 2019 through February 10, 2020. Councilor Zemen seconded. Upon a roll call vote, there were four affirmatives, no negatives and one abstention. With Councilors Zemen, Herak, Sheeman, and Schocke voting in the affirmative, and Councilor Black abstaining, the motion passed. to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket involving reimbursements for Councilor Black and Councilor Sheeman filed on the docket, covering the period December 24, 2019 through February 10, 2020 were allowed and the Clerk-Treasurer was authorized to make payment.

**Vendors Accounts Payable Docket:**

**General Fund, \$254,121.79; Motor Vehicle Highway and Street (MVH) Fund, \$93,571.93; Federal Forfeited and Seized Assets Fund, \$1,310.00; Law Enforcement Continuing Education and Training and Supply Fund, \$829.74; Flexible Spending Accounts Agency Fund, \$1,225.12; Insurance Premium Agency Fund, \$203,621.30; Information Communications Technology Fund, \$28,621.07; Special Events Non Reverting Fund, \$6,329.00; Police Pension 1925 Fund, \$72,409.68; Municipal Cumulative Capital Development Fund, \$55,358.92; Traffic Violations and Law Enforcement Agency Fund, \$3,000.00; Municipal Cumulative Street Fund, \$812.50; Public Safety LIT Fund, \$22,039.00; Total: \$743,250.05.**

**Payroll Docket for payday of January 17, 2020:**

**Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$16,747.23; Building and Inspection Department, \$8,780.39; Metropolitan Police Department, \$124,670.94; Fire Department, \$3,469.16; Public Works Department (Agency), \$73,056.51 and 1925 Police Pension Plan Pension Fund, \$0.00; Total Payroll: \$226,724.23.**

**Adjournment of Plenary Meeting.** Councilor Zemen moved that the plenary meeting be adjourned. Councilor Black seconded. Upon a vote *viva voce*, the motion passed. The regular plenary meeting of the Town Council of Monday, February 10, 2020 was adjourned at 7:59 O'clock p.m.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer

Approved by the Town Council at its meeting of \_\_\_\_\_, 2020.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer

# Customer Ad Proof

60008515 TOWN OF HIGHLAND, CLERK TREASURER - LEGALS

Order Nbr 36358

**Publication**

**The Times**

Contact TOWN OF HIGHLAND, CLERK TREASURER -  
 Address 1 3333 RIDGE ROAD  
 Address 2  
 City St Zip HIGHLAND IN 46322  
 Phone 2198381080  
 Fax 2199725097

PO Number  
 Rate Legal  
 Order Price 20.90  
 Amount Paid 0.00  
 Amount Due 20.90

Section Legals  
 SubSection  
 Category 198 Legal - Lake County

Start/End Dates 02/12/2020 - 02/12/2020  
 Insertions 1  
 Size 46

Ad Key 36358-1  
 Keywords Notice Add'l Non-Ctrl 02.24.2020

Salesperson(s) Nicole Muscari  
 Taken By Nicole Muscari

Notes

**Ad Proof**

**TOWN OF HIGHLAND  
 NOTICE TO TAXPAYERS  
 OF PROPOSED ADDITIONAL  
 APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, at 6:30 p.m. on the 24th day of February 2020, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

**INFORMATION COMMUNICATIONS AND TECHNOLOGY FUND**  
 Acct. No. 030-0000-43009 Copiers /Scanners/Printers:

\$50,000.00  
 Total Series: \$50,000.00  
**Fund Total: \$50,000.00**

Funds to support these additional appropriations in the **Information and Communication Technology Fund** shall be from interest earnings, miscellaneous revenues, payments of departmental charges assessed against certain municipal funds or information and communication technological services, and 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 information and file.

TOWN COUNCIL of HIGHLAND  
 Mark Schocke, President  
 By: Michael W. Griffin, IAMC/MMC/  
 CPFA/CPFIM/CMO  
 Clerk-Treasurer  
 2/12 -36358 -hspaxlp

**Town of Highland  
Appropriation Enactment  
Enactment No. 2020-13**

AN ENACTMENT APPROPRIATING ADDITIONAL MONEYS IN EXCESS OF THE ANNUAL BUDGET for the INFORMATION AND COMMUNICATIONS TECHNOLOGY 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 **Information Communications Technology 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 **Information Communications Technology Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

<b>INFORMATION COMMUNICATIONS AND TECHNOLOGY FUND</b>	
Acct. No. 030-0000-43009 Copiers/Scanners/Printers:	<u>\$ 50,000.00</u>
Total Series:	\$ 50,000.00
<b>Fund Total:</b>	<b>\$ 50,000.00</b>

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

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

Introduced and Filed on the 24th Day of February 2020. Consideration on the 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 \_\_\_\_\_ Day of \_\_\_\_\_, 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

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

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**Mark J. Schocke, President (IC 36-5-2-10)**

**ATTEST:**

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**Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)**

# Customer Ad Proof

60008515 TOWN OF HIGHLAND, CLERK TREASURER - LEGALS

Order Nbr 36363

<b>Publication</b>	<b>The Times</b>	<b>PO Number</b>	
<b>Contact</b>	TOWN OF HIGHLAND, CLERK TREASURER -	<b>Rate</b>	Legal
<b>Address 1</b>	3333 RIDGE ROAD	<b>Order Price</b>	23.69
<b>Address 2</b>		<b>Amount Paid</b>	0.00
<b>City St Zip</b>	HIGHLAND IN 46322	<b>Amount Due</b>	23.69
<b>Phone</b>	2198381080		
<b>Fax</b>	2199725097		
<b>Section</b>	Legals	<b>Start/End Dates</b>	02/12/2020 - 02/12/2020
<b>SubSection</b>		<b>Insertions</b>	1
<b>Category</b>	198 Legal - Lake County	<b>Size</b>	52
<b>Ad Key</b>	36363-1	<b>Salesperson(s)</b>	Nicole Muscari
<b>Keywords</b>	Notice Add'l Ctrl 02.24.2020	<b>Taken By</b>	Nicole Muscari
<b>Notes</b>			

**Ad Proof**

**TOWN OF HIGHLAND  
NOTICE TO TAXPAYERS  
OF PROPOSED ADDITIONAL  
APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, at 6:30 p.m. on the 24th day of February 2020, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

**MUNICIPAL CUMULATIVE CAPITAL DEVELOPMENT FUND**  
Increase the following:  
055-0000-36010 Street Light Repair: \$7,560.00  
055-0000-39015 Election Expenses: \$36,804.00

Total 300 Series: \$44,364.00  
**TOTAL for the FUND: \$44,364.00**

Funds to support these additional appropriations in the **Municipal Cumulative Capital Development Fund** shall be supported by interest earned, miscellaneous revenue and other unassigned 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  
Mark Schocke, President  
By: Michael W. Griffin, IAMC/MMC/  
CPFA/CPFIM/CMO  
Clerk-Treasurer  
2/12 -36358 -hspaxlp

**TOWN OF HIGHLAND  
APPROPRIATION ENACTMENT  
ENACTMENT NO. 2020-14**

**An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the Municipal Cumulative Capital Development Fund, all pursuant to I.C. 6-1.1-18, I.C. 36-5-3-5, et seq.**

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 **Municipal Cumulative Capital Development Fund**;

WHEREAS, It has been determined that such additional appropriations as may be approved by this enactment, will not increase the levy 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 **Municipal Cumulative Capital Development Fund** and for the purposes herein specified, subject to the laws governing the same:

MUNICIPAL CUMULATIVE CAPITAL DEVELOPMENT FUND

Increase the following:

055-0000-36010 Street Light Repair:	\$ 7,560.00
055-0000-39015 Election Expenses:	<u>\$ 36,804.00</u>
<i>Total 300 Series:</i>	<b>\$ 44,364.00</b>

**TOTAL for the FUND: \$ 44,364.00**

**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 moneys be made available for expenditure **subject to an order** of the Commissioner, pursuant to IC 6-1.1-18.

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

Introduced and Filed on the 24<sup>th</sup> Day of February 2020. Consideration on the 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 \_\_\_\_\_ Day of \_\_\_\_\_ 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

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

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**Mark J. Schocke, President (IC 36-5-2-10)**

**ATTEST:**

---

**Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)**

## **HIGHLAND 2020 CENSUS COMPLETE COUNT COMMITTEE**

### **Town Council Staff Report- February 24<sup>th</sup> Meeting**

The Highland 2020 Census Complete Count Committee is currently implementing the Action Plan developed at the end of 2019. Outreach to the community is taking place in many ways, including outreach to Highland schools, business community, veteran's organizations, churches and apartment complexes. These efforts will continue through April, first to raise awareness of the Census and secondly, to encourage and facilitate participation by Highland residents.

Upcoming activities include the following: a February 27<sup>th</sup> presentation to the Highland Kiwanis; a March article in *Gazebo Express*; a March presentation at the monthly Highland Griffith Chamber meeting; a message on the March water bills; a School Town of Highland Census contest by the Highland High School Social Studies Department; outreach to the Hampton-In-Highland apartment complex; and, a 2020 Census Bingo event on March 12<sup>th</sup> at the Highland Library. Similar additional activities will continue throughout March and into April.

I will be putting together a draft Proclamation prior to your March 16<sup>th</sup> study session for Town Council consideration at your March 23<sup>rd</sup> meeting.

The Census will begin in March. Beginning on March 12<sup>th</sup>, the US Census Bureau will start sending out their first mailer to all known Highland addresses. This first mailing will include an individualized address ID and will invite a response to the Census survey online. Subsequent reminders will be sent out by the Census Bureau until the end of April, after which in-person visits by Census workers will begin for those Highland residents that did not respond. The 2020 Census is the first to allow response online. However, while online participation is being emphasized, everyone will have the option to complete the form either online (including through use of a smart phone), by mail or by phone.

I have been working with Highland Park Superintendent Alex Brown and Highland's IT consultant, Ed Dabrowski, in order to use the Lincoln Center lobby as a kiosk site on April 1<sup>st</sup>, which is Census Day. While some details need to be finalized, the idea of the kiosks, not only this one but also computer access opportunities that the School Town of Highland and the Highland Library are providing, is to provide internet access to those who may have difficulty accessing the Census site or do not have computer technology and want to still respond online. There is no cost involved: Ed Dabrowski would furnish the desktop computers to be used and the site would be staffed by a volunteer. I will have more details in subsequent reports.

Respectfully submitted,  
Lance Ryskamp- Co-Chair

**TOWN of HIGHLAND  
RESOLUTION NO. 2020-12**

**A RESOLUTION CANCELLING THE AGREEMENT AMONG S. J. HIGHLAND, LLC, AN IOWA LIMITED LIABILITY COMPANY, GRIFFLAND CENTER, INC., AN INDIANA CORPORATION, THE TOWN OF HIGHLAND, PUBLIC WORKS DEPARTMENT and the TOWN OF HIGHLAND REDEVELOPMENT DEPARTMENT, CONCERNING A SENIOR HOUSING PROJECT.**

**WHEREAS**, Section 2 of Ind. Code 36-7-2 provides that a unit of local government may plan for and regulate the use, improvement and maintenance of real property and the location, condition, and maintenance of structures and other improvements;

**WHEREAS**, Section 8 of Ind. Code 36-8-2 provides that a unit of local government may regulate the introduction of any substance, or odor into the air, or any generation of sound;

**WHEREAS**, Section 7 of Ind. Code 36-9-2 provides that a unit of local government may regulate the use of public ways;

**WHEREAS**, the Town Council previously adopted an agreement among S.J. Highland, Griffland Center, Inc., and The Town of Highland on September 30, 2019 via Resolution No. 2019-41;

**WHEREAS**, S.J. Highland, LLC has subsequently withdrawn its application for rezoning and subdivision before the Highland Plan Commission on December 18, 2019 concerning a proposed Senior Housing Project;

**WHEREAS**, The Town Council as the Works Board and Governing Body now wishes to cancel the previously executed agreement among S.J. Highland, Griffland Center, Inc., and The Town of Highland given that there is no application presently pending for rezoning and subdivision thereby rendering the necessity of the agreement moot,

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

**Section 1.** That the Highland Town Council hereby cancels the agreement among S.J. Highland, Griffland Center, Inc., and The Town of Highland previously executed on September 30, 2019 via Resolution No. 2019-41.

**Section 2.** That the proper officials, agents, and employees of the Town are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations required of the Town to provide notice of cancellation of the previously executed Agreement of September 30, 2019 via Resolution No. 2019-41.

**Section 3.** That the Clerk-Treasurer shall transmit a fully executed resolution to the proper officers and the Town Attorney to evidence its adoption by the Town Council.

**DULY RESOLVED and ADOPTED**, this \_\_\_ day of \_\_\_\_\_, 2020 by the Town Council of Highland, Lake County, Indiana, having been passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

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

\_\_\_\_\_  
Mark J. Schocke, President (Ind. Code 36-5-2-10)

Attest:

\_\_\_\_\_  
Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (Ind. Code 33-42-4-1; 36-5-6-5)

**AGREEMENT**

This AGREEMENT (the "Agreement") made as of this 30th day of September, 2019, by and among S.J. Highland, LLC, an Iowa limited liability company (the "Developer"), Griffland Center Inc., an Indiana corporation ("Griffland"), Town of Highland, Indiana, an Indiana Municipal Corporation (the "Town"), and the Highland Redevelopment Commission (the "Redevelopment Commission").

**WITNESSETH:**

A. The Town and the Redevelopment Commission, (collectively, the "Town Parties") desire to stimulate and promote economic development activities in or about the Highland Commercial Corridors Redevelopment Area, the same being the geographic area which will include all of the Project Site designated pursuant to I.C. 36-7-14 and as approved by Declaratory Resolution No. 2011-06 (the "Economic Redevelopment Area"); and

B. The Developer and Griffland have entered into, (i) a Purchase and Sale Agreement dated effective as of March 2018 regarding the purchase and sale of the real estate described in Exhibit "A" attached hereto and (ii) that certain First Amendment thereto dated effective as June 10, 2018, (iii) that certain Second Amendment thereto dated December 14, 2018, (iv) that certain Third Amendment thereto dated April 29, 2019, (v) that certain Fourth Amendment thereto dated June 27, 2019, and (vi) that certain Fifth Amendment thereto dated August 15, 2019 (collectively, the "Purchase Agreement"); and

C. The Developer intends to acquire, and Griffland intends to convey to Developer pursuant to the terms and provisions of the Purchase Agreement, the real estate described in Exhibit "A", located in the Economic Redevelopment Area for private investment in a project for the development of a Senior Housing Project (the "Project"); and

D. Ernie Strack Drive is presently a private road between Cline Avenue and Kleinman Road which provides access to the Griffland Shopping Center (the "Center"), which Center is owned by Griffland; and

E. The Developer, Griffland, and the Town Parties agree that Ernie Strack Drive is in poor condition and needs to be redesigned, reconfigured and reconstructed in order to provide the citizens of the Town with reasonable and safe access between Cline Avenue and Kleinman Road, and to and from the Center, and the reconstruction of Ernie Strack Drive is a matter of public safety and shall benefit the public at large; and

F. The Town Parties have determined that it is in the best interest of the citizens of the Town to assist in, (i) the development of the Project, (ii) the construction of the new Ernie Strack Drive, (iii) the reconfiguration of the Center parking lot and the access to the Center from Ernie Strack Drive that is necessitated by the construction of the new

**AGREEMENT**

**AMONG**

**S.J. HIGHLAND, LLC an Iowa limited liability company,  
GRIFFLAND CENTER, INC., an Indiana corporation,**

**TOWN OF HIGHLAND, INDIANA,**

**and**

**HIGHLAND REDEVELOPMENT COMMISSION**

**Re:**

**SENIOR HOUSING PROJECT**

**DATED: September 30, 2019**



"Redevelopment Commission" means the Highland Redevelopment Commission.

"State" means the State of Indiana.

"Town" means the Town of Highland, Indiana, a Municipal Corporation, duly organized and existing under the laws of the State; provided, that it is expressly understood and agreed by the Developer that, except as otherwise expressly provided in this Agreement, any obligations of the Town under this Agreement may be fulfilled by the duly authorized and appropriate (as the context so requires) subdivision, unit, agency, commission, department, authority, instrumentality, town council, executive or representative or any combination of the Town, as a municipal corporation.

## ARTICLE I TERMS AND CONDITIONS

### Section 1.1 Construction of Project

The Developer intends to, (i) acquire from Griffland, the Project Site located in the Economic Redevelopment Area for the Project subject to fulfillment by Griffland, as seller, and Developer, as buyer, of all obligations and conditions precedent contained in the Purchase Agreement, and (ii) develop and construct the Project. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall obligate Developer to purchase the Project Site or obligate Griffland to sell the Project Site, said sale and purchase shall be governed solely by the Purchase Agreement.

### Section 1.2 Governmental Approvals and Purchase Agreement Conditions.

The Developer shall, promptly after the date of this Agreement, (i) apply for and make a good faith effort to obtain all the necessary and appropriate governmental approvals for the development of the Project Site and the construction of the Project as are required by the Purchase Agreement, including but not limited to, subdivision approval from the Highland Plan Commission, the appropriate rezoning of the Project Site for the development of the Project, the obtaining of appropriate variances which are necessitated in order to develop and construct the Project, and the obtaining of appropriate variances which are necessitated in order to construct the Ernie Strack Drive improvements (as defined below in Section 1.3 e.) and reconfigure the Griffland parking lot and access driveways as required by the Plans (as defined below in Section 1.3 e. collectively, the "Approvals") and (ii) proceed in good faith with taking those actions required for the satisfaction or written waiver of all of the other conditions precedent to the Developer's obligation to purchase the Project Site from Griffland which are set forth in the Purchase Agreement.

Ernie Strack Drive, (iii) the disconnection of Center's sanitary sewer system from the Town of Griffith and connecting it to the Town's sanitary sewer system, and (iv) the taking of such other actions as are hereinafter set forth, all for the promotion of economic development in or serving the Economic Development Area.

NOW, THEREFORE, in consideration of the foregoing premises the mutual covenants of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, Griffland, and the Town Parties agree as follows:

### DEFINED TERMS

"Applicable Laws" means all laws, rules, regulations, ordinances, codes, administrative actions and/or orders of any Court or governmental agency or unit, whether federal, State or local property exercising or having jurisdiction with respect to or over the subject matter in question.

"Buildings" means the anticipated buildings to be located in the Economic Development Area and on the Project Site.

"Declaratory Resolution" means the resolution of the Redevelopment Commission that declared, (i) the Economic Redevelopment Area to be an "Economic Development Area" within the meaning of I.C. 36-7-14, and (ii) approving the Economic Development Plan for the Economic Redevelopment Area.

"Developer" means S.J. Highland, LLC, an Iowa limited liability company.

"Ernie Strack Drive" means the private road presently being utilized on the Griffland property which road shall be redesigned, reconfigured and reconstructed by the Redevelopment Commission and dedicated to the Town by the Developer as a public road between Kleinman Road and Cline Avenue as hereinafter set forth.

"Ernie Strack Drive Parcel" means the parcel of land described on Exhibit B.

"Griffland" means Griffland Center Inc., an Indiana corporation.

"Project" means the (i) development and construction of the real property improvements (site and structures) on the Project Site, and (ii) construction of streets, roadways and sidewalks and other improvements within or serving the Project Site (excluding Ernie Strack Drive which design, and reconstruction shall be the responsibility of the Town).

"Project Site" means certain real estate located in the Highland Commercial Corridors Redevelopment Area as shown on attached Exhibit A.

**Section 1.3 Developer's and Town Parties' Obligations:**

Subject to the full satisfaction or written waiver of the conditions precedent set forth in Section 7.14, and within one hundred and eighty (180) days after the Developer's closing on the purchase of the Project Site (the "Closing Date"), or within such other specific time limits set forth below, the Developer and the Town Parties shall have the following obligations:

- a. The Developer shall, at its sole cost and expense, and within ten (10) days after the Closing Date, record in the Lake County Indiana Recorder's Office: (i) the final plat of subdivision of the Project Site, and (ii) a Deed of Dedication wherein the Developer dedicates, conveys and warrants the Ernie Strack Drive Parcel to the Town, subject to adequate perpetual parking and access easements for the benefit of the Center, Griffland, and Griffland's tenants, vendors customers and other invitees (the "Easements"), which Easements shall be subject to the approval of Griffland. The form and substance of the Easements shall be submitted to Griffland for review and approval at least thirty (30) days prior to the Closing Date, which approval shall not be unreasonably withheld.
- b. The Town Parties shall, at their sole cost and expense, disconnect the Center sanitary sewer system from the Town of Griffith's system and construct and install the necessary facilities and improvements required in order to connect the Center's sanitary sewer system to the sanitary sewer system installed on the Project Site, and in connection therewith, the Town Parties hereby waive any, tap in fees and all other charges required by the Town's Sanitary District in order to complete the connection of the Center's sanitary sewer system to the Developer's sanitary sewer system located on the Project Site.
- c. In connection with the obligations of the Town Parties under Section 1.3 b. above, the Developer hereby waives the right to any reimbursement from any party for any tap in fees and/or other charges by the Town Parties or the Town's Sanitary District for the connection of the Center or the Scheeringa Property (as defined below in Section 7.14) to the sanitary sewer system located on the Project Site.
- d. The Town Parties shall proceed promptly after the Developer's obtainment of the Approvals as defined in Section 1.2 to make a good faith effort to satisfy the condition precedent set forth in Section 7.14 A.
- e. The Town Parties shall, at their sole cost and expense, and on or before September 1, 2020, construct and install a new Ernie Strack Drive, including all pavement, lighting, sidewalks, curbs and all stormwater

lines and facilities (collectively, the "Ernie Strack Drive Improvements") and reconfigure the Center's parking lot and its access to Ernie Strack Drive pursuant to the plans of NIES Engineering, Inc. specifically labeled as follows:

- (i) "ERNIE STRACK DRIVE - TOPOGRAPHIC SURVEY; PRELIMINARY R.O.W. LAYOUT dated 07/16/19-16:00, NIES Engineering, Inc. Project No. 19-504" and (ii) "ERNIE STRACK DRIVE - TOPOGRAPHIC SURVEY; PRELIMINARY ROAD & PARKING LAYOUT - OPTION 1 dated 07/16/19-16:00, NIES Engineering, Inc. Project No. 19-504" (together, the "Plans")

**ARTICLE II  
REPRESENTATIONS, WARRANTIES AND  
COVENANTS OF THE DEVELOPER**

The Developer makes the following representations, warranties and covenants which representations, warranties and covenants are true and correct on the date hereof:

**Section 2.1 Organization and Existence.**

The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Iowa and is licensed to do business in the State. The Developer has all requisite company power and authority to own, lease and operate its properties and to carry on its business as now being conducted and as contemplated under this Agreement.

**Section 2.2 Power and Authority.**

The Developer has all requisite company power and authority to enter into this Agreement, to legally bind Developer to, and to perform its obligations under, this Agreement.

**Section 2.3 Due Authorization.**

All company acts and other proceedings required to be taken by the Developer to authorize the execution, delivery and performance of this Agreement have been duly and properly taken.

**Section 2.4 Financial Capacity to Complete Project.**

As of the date hereof, the Developer has the financial ability to complete its obligations under this Agreement. Upon Developer's request, the Town Parties shall cooperate as reasonably necessary for Developer to obtain third party financing for the Project.

**Section 2.5 Payment of Inspection Fees.**

Developer shall be responsible to pay and/or reimburse to the Town Parties the cost to the Town Parties of any and all engineering or consulting inspections of the construction work for the infrastructure (water, storm, and sanitary) and Buildings that are part of the Project, either on or off of the Project Site. The Developer shall also be responsible to pay any costs and expenses incurred by the Town Parties for design review and/or construction observation during the course of construction with regard to the Project on the Project Site or improvements that serve or benefit the Project Site except as hereinbefore provided. All of Developer's obligations to pay and/or reimburse the Town Parties contained in this Section shall be per the Town of Highland's current codes and ordinances, and nothing herein shall be construed to obligate Developer to pay and/or reimburse the Town Parties for anything not required per code or ordinance.

**ARTICLE III  
REPRESENTATIONS, WARRANTIES AND COVENANTS  
OF GRIFFLAND**

Griffland makes the following representations, warranties and covenants, which representations, warranties and covenants are true and correct on the date hereof.

**Section 3.1 Organization and Existence.**

Griffland is a corporation organized validly existing and in good standing under the laws of the State and is licensed to do business in the State. Griffland has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted and as contemplated under this Agreement.

**Section 3.2 Power and Authority.**

Griffland has all requisite corporate power and authority to enter into this Agreement, to legally bind Griffland to, and to perform its obligations under, this Agreement.

**Section 3.3 Due Authorization.**

All corporate acts and other proceedings required to be taken by Griffland to authorize the execution, delivery and performance of this Agreement have been duly and properly taken.

**Section 3.4 Center Tenant Approvals.**

Griffland has obtained all approvals required by the Center tenant leases.

**ARTICLE IV  
REPRESENTATIONS, WARRANTIES AND COVENANTS  
OF THE TOWN AND REDEVELOPMENT COMMISSION**

Each of the Town Parties makes the following representations, warranties and covenants, which representations warranties and covenants are true and correct on the date hereof, and makes the following covenants and agreements:

**Section 4.1 Power and Authority.**

Each of the Town Parties have all requisite corporate power and authority to enter into this Agreement, to legally bind Town parties to, and to perform their respective obligations under, this Agreement.

**Section 4.2 Due Authorization.**

All acts and other proceedings required to be taken by the Town Parties to authorize the execution, delivery and performance of this Agreement have been duly and properly taken.

**Section 4.3 Due Execution.**

This Agreement has been duly executed and properly delivered by the Town parties and constitutes the valid and binding obligation of each of the Town parties, enforceable in accordance with this Agreement's terms, subject to (i) bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally heretofore or hereafter enacted; (ii) the exercise of judicial discretion in accordance with the general rules of equity; (iii) the valid exercise of the constitutional powers of the Town Parties, the State and the United States of America; and (iv) public policy of the State and the United States of America.

**Section 4.4 Survival of Representations and Warranties.**

Each of the Town Parties covenants that the representations and warranties made by it in this Agreement shall be true and correct on each day that this Agreement remains in force and effect, with the same effect as if such representations and warranties had been made and given on and as of such day, except that if any such representation and warranty is specifically given in respect of a particular date or particular period of time and related only to such date or period of time, then such representation and warranty shall continue to be given only as of such date or for such period of time.

**ARTICLE V  
DEFAULT AND REMEDIES**

**Section 5.1 Events of Default.**

The following events, if not remedied as hereinafter provided, shall be deemed an "Event of Default" by the respective party.

- A. The Developer's failure to perform any covenant or agreement herein applicable to Developer; and
- B. Griffland's failure to perform any covenant or agreement herein applicable to Griffland; and
- C. The failure by any of the Town Parties to perform any covenant or agreement herein applicable to such Town Parties.

**Section 5.2 Extensions Upon Default.**

In the event of an Event of Default by any party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of written notice, commence to cure or remedy such default or breach. In the event that the defaulting party or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide written notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the remedy to the aggrieved party shall be as set forth below in Section 5.3.

**Section 5.3 Remedies.**

Upon the occurrence of any Event of Default, subject to the extensions and cure rights provided in Section 5.2 hereof, the remedies to aggrieved party shall be as follows:

- A. In the case of an Event of Default by Developer, Griffland and/or the Town Parties shall be entitled to seek any and all remedies available to it at law or in equity.

- B. In the case of an Event of Default by Griffland, the Developer or the Town shall be entitled to seek any and all remedies available to it at law or in equity.

- C. In the case of an Event of Default by any of the Town Parties, the Developer and Griffland shall be entitled to seek any and all remedies available to it at law or in equity.

**ARTICLE VI  
TERM OF AGREEMENT AND TERMINATION**

The term ("Term") of this Agreement, and its effectiveness, shall commence upon the full execution of this Agreement by each of the parties hereto and shall continue in full force and effect until, (i) the Developer, Griffland and the Town Parties have performed, completed and satisfied the terms and conditions set forth in Article I; (ii) the termination of this Agreement by the Town Parties upon not less than thirty (30) days prior written notice to the Developer or Griffland due to an Event of Default by Developer or Griffland following the applicable extension and cure periods set forth in Section 5.2 hereof or elsewhere in this Agreement; (iii) the termination of this Agreement by the Developer upon not less than thirty (30) days prior written notice to the Town Parties or Griffland due to an Event of Default by the Town Parties or Griffland following the applicable extension and cure periods set forth in Section 5.2 hereof; or (iv) the termination of this Agreement by the Developer upon not less than thirty (30) days prior written notice to the Town Parties or the Developer following the applicable extension and cure periods set forth in Section 5.2 hereof. Notwithstanding the foregoing, neither the Town Parties, nor the Developer, nor Griffland, shall have the right to terminate this Agreement after the Closing Date, even in the case of an Event of Default.

**ARTICLE VII  
MISCELLANEOUS**

**Section 7.1 No Agency, Partnership or Joint Venture.**

Nothing contained in this Agreement nor any act of the Town Parties, Griffland or the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or of principal and agent, limited or general partnership, or joint venture between the Town Parties, Griffland and the Developer.

**Section 7.2 Force Majeure.**

Neither the Developer, Griffland or Town Parties nor any successor in interest to Developer, Griffland or Town Parties shall be considered in breach or default of its obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by an event of force majeure, including, with limitation, an Act of God, acts of vandals, criminals or public enemies, act of terrorism,

war, blockade, public riot, lightning, fire, storm, flood, explosion, blackout, adverse weather conditions, lockouts or strikes, delays caused by the Developer's or Town Parties' contractor inability to obtain all necessary materials or labor, orders of their government of the United States of America, the State or municipality or any of their departments, agencies or officials, orders of any civil military authority, or other similar events which are not reasonably within the control of the Developer or the Town Parties; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by any party in bad faith.

**Section 7.3 Notices.**

No notice, approval, consent or other communication authorized or required by this Agreement shall be effective unless the same shall be in writing. Any such communications shall be effective (i) upon receipt if it is hand delivered, with signed receipt therefor obtained, (ii) seventy two (72) hours after it is sent postage prepaid by United States registered or certified mail, return receipt requested, or (iii) twenty four (24) hours after it is deposited with a national courier for overnight delivery, directed or addressed in each case set forth in (i) through (iii) above to the other party at its address set forth below.

The addresses and email addresses for notices are:

**To the Developer:**

S.J. Highland, LLC  
4600 E. 53<sup>rd</sup> Street  
Davenport, IA 52807  
Attention: James V. Russell, Manager  
Email Address: [dsmith@russellco.com](mailto:dsmith@russellco.com)

With a copy to:

James L. Wieser  
Wieser & Wylie, LLP  
429 W. Lincoln Hwy.  
Schererville, IN 46375  
Email Address: [jlwieser@wieserwylie.com](mailto:jlwieser@wieserwylie.com)

**To Griffithand:**

Griffithand Center Inc.  
2244 45<sup>th</sup> Street  
Highland, IN 46322  
Attention: Jeffrey D. Strack, Vice President  
Email Address: [jstrack@jds-vr.com](mailto:jstrack@jds-vr.com)

With a copy to:

Glenn R. Patterson  
1200 Waterworks Place  
New Albany, IN 47150  
Email Address: [glenn@orpattersonlegal.com](mailto:glenn@orpattersonlegal.com)

**To the Town Parties:**

Town of Highland  
3333 Ridge Road  
Highland, Indiana 46322  
Attention: Steven Wagner, Town Council President  
Email Address: [swagner@highland.in.gov](mailto:swagner@highland.in.gov)

With a copy to:

Rhett L. Tauber  
Tauber Law Offices  
1415 Eagle Ridge Drive  
Schererville, IN 46375  
Email Address: [rtauber@tauberlaw.com](mailto:rtauber@tauberlaw.com)

**Highland Redevelopment Commission:**

Highland Redevelopment Commission  
3333 Ridge Road  
Highland, IN 46322  
Attention: Kathy DeGuilio-Fox, Director  
Email Address: [kdequilio-fox@highland.in.gov](mailto:kdequilio-fox@highland.in.gov)

With a copy to:

Rhett L. Tauber  
Tauber Law Offices  
1415 Eagle Ridge Drive  
Schererville, IN 46375  
Email Address: [rtauber@tauberlaw.com](mailto:rtauber@tauberlaw.com)

Any party may, in substitution of the foregoing, designate a different address and addresses within the continental United States for purposes of this Section by written notice delivered to all other parties in the manner prescribed in this Section at least ten (10) days in advance of the date upon which such change of address is to be effective.

**Section 7.4 Survival.**

All representations, warranties and indemnities set forth in this Agreement shall survive the termination hereof for a period of three (3) years.

**Section 7.5 Counterparts and Execution of Agreements.**

This Agreement may be executed in a number of identical counterparts and, if so, executed, each such counterpart is deemed an original for all purposes, and all such counterparts shall collectively constitute one Agreement. The signatures of the parties hereto indicate their mutual intention and agreement that this Agreement will be effective upon delivery of signed copies hereof to each other by facsimile transmission or by email

of scanned copies, and that no delivery of copies of this Agreement with original signatures will be necessary for this Agreement to become or remain effective.

**Section 7.6 Assignment and Binding Effect.**

The Developer or Griffland may assign its rights and obligations under this Agreement to any entity affiliated with or related to Developer or Griffland without the consent of the Town Parties and may otherwise assign their rights and obligations under this Agreement with the consent of the Town Parties, which consent shall not be unreasonably withheld. The rights of the Developer, Griffland and the Town Parties under this Agreement shall inure to the Developer, Griffland and the Town Parties, respectively, and upon their respective successors and permitted assigns. However, the respective obligations of the Developer, Griffland and the Town Parties under this Agreement shall not extend to their shareholders, officers, directors, office holders, employees, agents, consultants, contractors, members, partners, joint ventures or affiliates.

**Section 7.7 Time of the Essence.**

Time is of the essence in the performance of this Agreement and each and every provision contained herein.

**Section 7.8 Costs of Proceedings.**

In the event of the institution of any proceeding relating to the performance of this Agreement, the parties agree that costs and expenses, including reasonable attorneys' fees and expenses, incurred by the prevailing party (as defined herein) in connection with such proceeding, will be paid by the non-prevailing party. The prevailing party shall be defined as (i) the party which ultimately is awarded an amount (net of any offsets or counterclaims awarded to the other party) in excess of the last settlement offer made in writing by the other party, or (ii) the party which made the last settlement offer in writing if the amount ultimately awarded (net of any offsets or counterclaims awarded to the other party) is less than such last settlement offer, or (iii) the party which ultimately is awarded an amount, regardless of sum, if no settlement offer was ever made in writing by the other party, or (iv) if no amount is awarded, but instead equitable relief is granted, the party in whose favor such equitable relief is granted.

**Section 7.9 Severability.**

If and in the event any provision of this Agreement is determined to be invalid for any reason, it shall be severed and all other provisions not determined invalid shall continue with full force and effect; provided, however, that if (i) such declaration of invalidity relieves a party of a material obligation to the other, or eliminates a material benefit to a party, and (ii) the effect of either of the foregoing is to deprive the other party of substantially all of the benefits to such party of the transactions contemplated by this Agreement, then the adversely affected party shall have the right to terminate this

Agreement, by giving notice of such termination to the other party, pursuant to Article V, titled "Term of Agreement and Termination".

**Section 7.10 Non-Waiver.**

Failure by either party hereto, at any time, to require the performance by the other of any term of this Agreement, shall not in any way affect the right of either party to enforce such terms, nor shall any waiver by either party of any term hereof by taken or held to be a waiver of any other provision of this Agreement. No waiver of any term or provision of this Agreement shall be effective unless the same is in writing, signed by the parties hereto, pursuant to Article VII, "Section 7.3 titled "Notices".

**Section 7.11 Governing Law.**

This Agreement is entered into in the State and shall be governed by and construed (and all of the rights and obligations hereunder shall be determined) in accordance with the internal laws of the State, without reference to the choice of law principles thereof.

**Section 7.12 No Third Party Beneficiaries.**

Nothing in this Agreement shall be construed as creating any rights of entitlement that inure to the benefit of any person or entity not a party of this Agreement.

**Section 7.13 Jurisdiction and Consent to Suit.**

Subject to the provisions of this Agreement, the Developer, Griffland and each of the Town Parties hereby agrees and consents to the exclusive personal and subject matter jurisdiction of the courts of the State situated in Lake County, Indiana, or the United States District Court for the Northern District of Indiana, Hammond Division, which shall be the sole and exclusive forum in connection with any claim, cause of action or other dispute by either of them against the other arising out of or relating to the terms, obligations and conditions of this Agreement.

**Section 7.14 Conditions Precedent.**

This Agreement is subject to the following conditions precedent:

- A. It is a condition precedent to the obligation of the Developer and Griffland to close on the purchase and sale of the Project Site that the Town Parties, at their sole cost and expense, and within one hundred and eighty (180) days after the date that the Developer has obtained the Approvals as defined in Section 1.2 of this Agreement, acquire title to the property described in Exhibit C, and commonly known as 9613 Kleinman Road, Highland, IN 46322, which is required for the construction and installation of the Ernie Strack Drive improvements, along with such other property as

is required for the future expansion of Kleinman Avenue (collectively, the "Scheeringa Property") from the Kenneth D. and Sandra M. Scheeringa Trust ("Scheeringa Trust"), which acquisition of the Scheeringa Property may be either through voluntary conveyance by the Scheeringa Trust to the Town or through condemnation.

B. Except for the obligations of the Developer under Section 1.2, it is a condition precedent to the obligations of the Developer and Griffithland under this Agreement that the Developer and Griffithland close on the purchase of the Project Site pursuant to the terms and provisions of the Purchase Agreement.

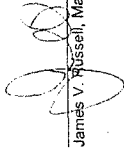
C. The acquisition of the Scheeringa property as defined in Section 7.14 (A) shall be a condition precedent to the obligations of the Town Parties to perform the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above, to be effective on the Effective Date of this Agreement.

SIGNATURE PAGES TO FOLLOW

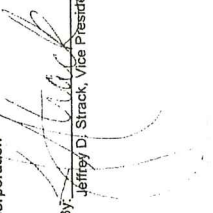
SIGNATURE PAGE OF S.J. HIGHLAND, LLC  
TO  
AGREEMENT  
RE: SENIOR HOUSING PROJECT

S.J. HIGHLAND, LLC, and Indiana limited  
liability company

By:   
James V. Russell, Manager

SIGNATURE PAGE OF GRIFFLAND CENTER INC.  
TO  
AGREEMENT  
RE: SENIOR HOUSING PROJECT

GRIFFLAND CENTER INC., and Indiana  
corporation

By:   
Jeffrey D. Strack, Vice President

SIGNATURE PAGE OF TOWN OF HIGHLAND, INDIANA  
TO  
AGREEMENT  
RE: SENIOR HOUSING PROJECT

TOWN OF HIGHLAND, INDIANA by and  
through its Town Council

By:   
Steven Wagner, President

ATTEST:



Michael W. Griffin, IAMC/MMC/CPFA/  
CPFIM/CMO, Clerk-Treasurer





SIGNATURE PAGE OF TOWN OF HIGHLAND, INDIANA  
REDEVELOPMENT COMMISSION  
TO  
AGREEMENT  
RE: SENIOR HOUSING PROJECT

HIGHLAND REDEVELOPMENT COMMISSION

By:   
Bernie Zentgen, President

ATTEST:  
  
Mark A. Herak, Secretary

Agreement  
Among  
S.J. Herak, LLC  
Griffland Center Inc.  
Town of Highland  
And  
Highland Redevelopment Commission  
RE: Senior Housing Project

**Exhibit "A"**

Legal Description for Project Site  
(To be acquired by the Developer)

That part of the west half of the north half of the southeast quarter of the southeast quarter and the east half of the east half of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: beginning at the southwest corner of said west half; thence N0°05'27"W along the west line of said west half, 661.02 feet to the northwest corner thereof; thence S89°40'53"E along the north line of said west half and the north line of said east half, 1327.96 feet to the northeast corner of said east half; S0°01'01"W along the east line of said Section 27, 688.70 feet; thence N89°25'59"W, 210.00 feet; thence S0°00'39"W, 2.82 feet; thence N89°42'07"W, 453.35 feet to the west line of said east half; thence N0°02'13"W, 30.00 feet to the south line of said west half; thence N89°42'07"W along said south line, 633.37 feet to the point of beginning (excepting therefrom of Lot 1 of Griffland Center Inc. First Addition to the Town of Highland as recorded in Plat Book 63, Page 3) in Lake County, Indiana.

876,115 sq. ft.  
20.113 acres

Agreement  
Among  
S.J. Highland LLC  
Griffland Center Inc.  
Town of Highland  
And  
Highland Redevelopment Commission  
RE: Senior Housing Project

**Exhibit "C"**

Legal Description for the Scheeringa Property  
(To be acquired by the Town)

Parcel 1:  
That part of the west half of the south half of the southeast quarter of the southeast quarter of section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: beginning at the northwest corner of said west half; thence S89°42'07"E along the north line of said west half, 663.37 feet to the east line of said west half; thence S0°02'13"E along said east line, 30.00 feet; thence N89°42'07"W parallel with the north line of said west half, 433.82 feet; thence S0°17'53"W perpendicular to said north line of said west half, 10.00 feet; thence N89°42'07"W parallel with said north line of said west half, 229.46 feet to the west line of said west half; thence N0°05'27"W along said west line, 40.00 feet to the point of beginning in Lake County, Indiana., and:

Parcel 2:  
The south 140.0 feet of the north 180.0 feet of the west 30.0 feet of west half of the south half of the southeast quarter of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian in Lake County, Indiana.

26,395 sq. ft.  
0.606 acres

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Agreement  
Among  
S.J. Highland LLC  
Griffland Center Inc.  
Town of Highland  
And  
Highland Redevelopment Commission  
RE: Senior Housing Project

**Exhibit "B"**

Legal Description for the Ernie Strack Drive Parcel  
(To be Dedicated to the Town by the Developer)

That part of the west half of the north half of the southeast quarter of the southeast quarter and the east half of the east half of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: commencing at the southwest corner of said west half; thence S89°42'07"E along the south line of said west half, 30.00 feet to a point of beginning; thence N0°05'27"W along the east line of the west 30.0 feet of said west half, 40.00 feet; thence S89°42'07"E parallel with the south line of said west half, 200.00 feet; thence S0°17'53"W perpendicular to the south line of said west half; thence S89°42'07"E along said parallel line and the easterly extension thereof, 886.87 feet to the west line of Lot 1 of Griffland Center Inc. First Addition to the Town of Highland as recorded in Plat Book 63, Page 3; thence S0°01'01"E along said west line, 11.18 feet to the southwest corner of said Lot 1; thence S89°25'59"E along the south line of said Lot 1, 170.00 feet to the southeast corner of said Lot 1, being also a point on a line parallel with and 40 feet west of the east line of said southeast quarter; thence S0°01'01"W along said parallel line, 46.00 feet to a line parallel with and 46 feet south of said south line of said Lot 1; thence N89°25'59"W along said parallel line, 170.00 feet; thence S0°00'39"W, 2.82 feet; thence N89°42'07"W, 453.35 feet to the west line of said east half; thence N0°02'13"W, 30.00 feet to the south line of said west half; thence N89°42'07"W along said south line, 633.37 feet to the point of beginning in Lake County, Indiana.

56,024 sq. ft.  
1.286 acres

**TOWN of HIGHLAND  
Resolution No. 2020-15**

**A Resolution Authorizing and Approving a Perpetual Easement Agreement by and between the State of Indiana, through the Little Calumet River Basin Development Commission and the Town of Highland, through its Town Council, all pursuant to IC 14-13-2 et sequitur.**

WHEREAS, The Town of Highland, a municipality in the State of Indiana, does hold title to certain real estate, which is further described as follows:

Parcel No. 45-07-16-476-001.000-026

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16-36-9; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 16-36-9, NORTH 00° 17'48" EAST, 719.88 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16-36-9, AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00° 17'48" EAST, 430.22 FEET; THENCE SOUTH 89°42'13" EAST, 166.60 FEET; THENCE SOUTH 00° 17'48" WEST, 159.35 FEET; THENCE NORTH 89° 42'13" WEST, 146.60 TO A POINT 20 FEET EASTERLY OF SAID WEST LINE, BY PERPENDICULAR MEASUREMENT; THENCE, SOUTH 00°17'48" WEST, 270.97 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 16-36-9; THENCE WESTERLY ALONG SAID NORTH LINE, NORTH 89° 25'30" WEST 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING .073 ACRES MORE OR LESS.

Parcel No. 45-07-16-476-002.000-026

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CONRER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16-36-9; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16-36-9, NORTH 00°17'48" EAST, 719.88 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16-36-9; THENCE EASTERLY ALONG SAID NORTH LINE, SOUTH 89° 25'30" EAST, 20.00 FEET; THENCE SOUTH 00°17'48" WEST, 719.93 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE, NORTH 89° 17'36" WEST, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.33 ACRES MORE OR LESS.

Parcel No. 45-07-15-351-003.000-026

PART OF OUTLOT B IN HOMESTEAD GARDENS MASTER ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 34, PAGE 03 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 9 WEST AND PART OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CONRER OF SAID OUTLOT B; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID OUTLOT B, NORTH 00°32'49" WEST, 4.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°43'23" WEST, 91.33 FEET; THENCE NORTH 11°04'36" EAST, 31.70 FEET; THENCE NORTH 71°01'30" WEST, 84.40 FEET; THENCE NORTH 20°34'03' EAST, 44.81 FEET; THENCE SOUTH 71°01'30" EAST, 83.13 FEET; THENCESOUTH 10°21'37" WEST, 20.35 FEET; THENCE SOUTH 72°37'54" EAST, 74.42 FEET TO THE EASTERLY LINE OF SAID OUTLOT B; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, SOUT 00°32'49' EAST, 53.77 FEET TO THE POINT OF BEGINNING CONTAINING 0.19 ACRES, MORE OR LESS.

Parcel No. 45-07-17-478-004.000-026

Parcel No. 45-07-17-478-005.000-026

LOTS 1 & 2 IN WICKER PARK MANOR, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 12 IN THE OFFICE OF RECORDER, LAKE COUNTY, INDIANA, CONTAINING 0.31 ACRES, MORE OR LESS.

WHEREAS, The Little Calumet River Basin Development Commission is a public body corporate and politic of the State of Indiana capable of entering into and fulfilling the requirements of a nonfederal interest (as defined by 42 U.S.C. 1962d-5b);

WHEREAS, The State of Indiana, through the Little Calumet River Basin Development Commission, has presented an agreement which provides for a perpetual easement to be granted by the Town of Highland as Grantor, to the State of Indiana, Little Calumet River Basin Development Commission as Grantee, in support to construct, reconstruct, alter, rehabilitate, maintain, repair, operate, patrol, and replace a pump station, including all appurtenances thereto along the area involving the easements related to its responsibilities associated with the Little Calumet River Basin Flood Control Project;

WHEREAS, The Town of Highland, as a political subdivision of the State, may, upon the terms and conditions that the proper authorities of the Town and the State of Indiana through the Little Calumet River Basin Development Commission consider reasonable and appropriate, lease, lend, grant, or convey to the commission, at the commission's request, real or personal property, including an interest in the property, owned by the entity that is necessary or convenient to achieving the purposes of IC 14-13-2, all pursuant to IC 14-13-2-14, and;

WHEREAS, The Town of Highland, through its Town Council, now wishes to authorize and approve such a perpetual easement on the property herein described,

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

**Section 1.** That the Town of Highland, through its Town Council, does hereby grant a Perpetual and Assignable Easement and right-of-way to the State of Indiana, Little Calumet River Basin Development Commission, for One Dollar (\$1.00) and other good and valuable consideration, according to the terms of an Easement Agreement which is hereby adopted and incorporated by reference to this resolution;

**Section 2.** That Town of Highland, through its Town Council, finds and determines that the Easement Agreement Terms are reasonable and appropriate and hereby approves and ratifies the Easement Agreement in each and every respect;

**Section 3.** That the Town of Highland, through its Town Council hereby further finds and determines that the grant of the perpetual assignable easement will promote the general health and welfare of citizens of Indiana, will provide for the creation, development, maintenance, administration, and operation of park, recreation, marina, flood control, and other public works projects and otherwise is made in support of the purposes of IC 14-13-2-4, all pursuant to IC 14-13-2-14;

**Section 4.** That the Town of Highland, through its Town Council hereby authorizes the Town Council President to execute the Easement Agreement by his signature as thereto attested by the Clerk-Treasurer.

HEREBY RESOLVED and ADOPTED this 24<sup>th</sup> Day of February 2020 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**

---

Mark J. Schocke, President (IC 36-5-2-10)

Attest:

---

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

**PERPETUAL PUMP STATION EASEMENT**

**TOWN OF HIGHLAND**

**N. 5<sup>th</sup> STREET PUMP STATION**

**81<sup>st</sup> STREET PUMP STATION**

**NORTH DRIVE PUMP STATION**

The **TOWN OF HIGHLAND**, County of Lake, State of Indiana, hereinafter called "*Grantor*", hereby grants, transfers, conveys, and warrants to the **STATE OF INDIANA, LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**, hereinafter called "*Grantee*", for One Dollar (\$1.00) and other Good and Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual and assignable easement and right-of-way, in, over, and under the following described Real Estate owned by the "*Grantor*" and situated in the County of Lake, State of Indiana, and further described as follows:

Exhibit "A" as attached

in connection with the Little Calumet River, Indiana Local Flood Protection and Recreation Project as authorized by Section 401 of the Water Resources Development Act of 1986 (P.L. 99-662) to construct, reconstruct, alter, rehabilitate, maintain, repair, operate, patrol, and replace a pump station, including all appurtenances thereto; reserving, however, to the "*Grantor*", their heirs and assigns, all such rights and privileges in the land as may be

used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public utilities pipelines.

The easement hereby created, or any lesser estate therein, shall be assignable by the "Grantee" without "Grantor's" consent.

**In Witness Whereof**, the Parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TOWN OF HIGHLAND**

**STATE OF INDIANA,  
LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION**

\_\_\_\_\_

\_\_\_\_\_

By: Mark Schocke

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

Title: President

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Michael W. Griffin, Clerk-Treasurer

\_\_\_\_\_

**ACKNOWLEDGMENT**

State of Indiana     )  
                                  ) SS:  
County of Lake     )

Before me, the undersigned Notary Public in and for said County,  
personally appeared

Mark Schocke, Town Council President, and Michael W. Griffin, Clerk  
Treasurer  
(Names and offices of signers of Pump Station Agreement)

respectively, of the **TOWN OF HIGHLAND**, and acknowledged the  
execution of the foregoing contract on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Witness my hand and Notarial Seal.

My Commission Expires

\_\_\_\_\_ NOTARY PUBLIC (Signature)  
\_\_\_\_\_  
(Printed)





COUNTY: LAKE  
 SECTION: 16  
 TOWNSHIP: 36 NORTH  
 RANGE: 9 WEST

OWNER(S):  
 TOWN OF HIGHLAND

PERPETUAL PUMP STATION EASEMENT  
 PARCEL NO.: 45-07-16-476-001.000-026



**Little Calumet River Basin  
 Development Commission**

900 Ridge Road, Suite H  
 Munster, Indiana 46321



7501 Indianapolis Boulevard  
 Hammond, IN 46324  
 Phone: 219.989.1954  
 Fax: 219.989.3321  
 www.garcia-consulting.com

 PUMP STATION EASEMENT (± 0.73 AC.)

LITTLE CALUMET RIVER, INDIANA PUMP STATION EASEMENT FIFTH STREET PUMP STATION (PS-HI-N5)	
SHEET 1 OF 2	SCALE: 1" = 240'
DATE: 10/13/17	PS-HI-N5

COUNTY: LAKE  
SECTION: 16  
TOWNSHIP: 36 NORTH  
RANGE: 9 WEST

**OWNER(S):  
TOWN OF HIGHLAND**

PERPETUAL PUMP STATION EASEMENT  
PARCEL NO.: 45-07-16-476-001.000-026

**PERPETUAL PUMP STATION EASEMENT:**

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 **Little Calumet River Basin  
Development Commission**

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LITTLE CALUMET RIVER, INDIANA  
PUMP STATION EASEMENT  
FIFTH STREET PUMP STATION (PS-HI-N5)

SHEET 2 OF 2

SCALE: N/A

DATE: 10/13/17

PS-HI-N5

COUNTY: LAKE  
 SECTION: 16  
 TOWNSHIP: 36 NORTH  
 RANGE: 9 WEST

OWNER(S):  
 HIGHLAND PARKS DEPARTMENT

PERPETUAL PUMP STATION EASEMENT

PARCEL NO.: 45-07-16-476-002.000-026



**Little Calumet River Basin  
 Development Commission**  
 900 Ridge Road, Suite H  
 Munster, Indiana 46321

 PUMP STATION EASEMENT (±0.33 AC.)



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LITTLE CALUMET RIVER, INDIANA PUMP STATION EASEMENT FIFTH STREET PUMP STATION (PS-HI-N5)	
SHEET 1 OF 2	SCALE: 1" = 240'
DATE: 10/13/17	PS-HI-N5

COUNTY: LAKE  
SECTION: 16  
TOWNSHIP: 36 NORTH  
RANGE: 9 WEST

**OWNER(S):  
HIGHLAND PARKS DEPARTMENT**

PERPETUAL PUMP STATION EASEMENT  
PARCEL NO.: 45-07-16-476-002.000-026

**PERPETUAL PUMP STATION EASEMENT:**

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 **Little Calumet River Basin  
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**LITTLE CALUMET RIVER, INDIANA  
PUMP STATION EASEMENT  
FIFTH STREET PUMP STATION (PS-HI-N5)**

SHEET 2 OF 2

SCALE: N/A

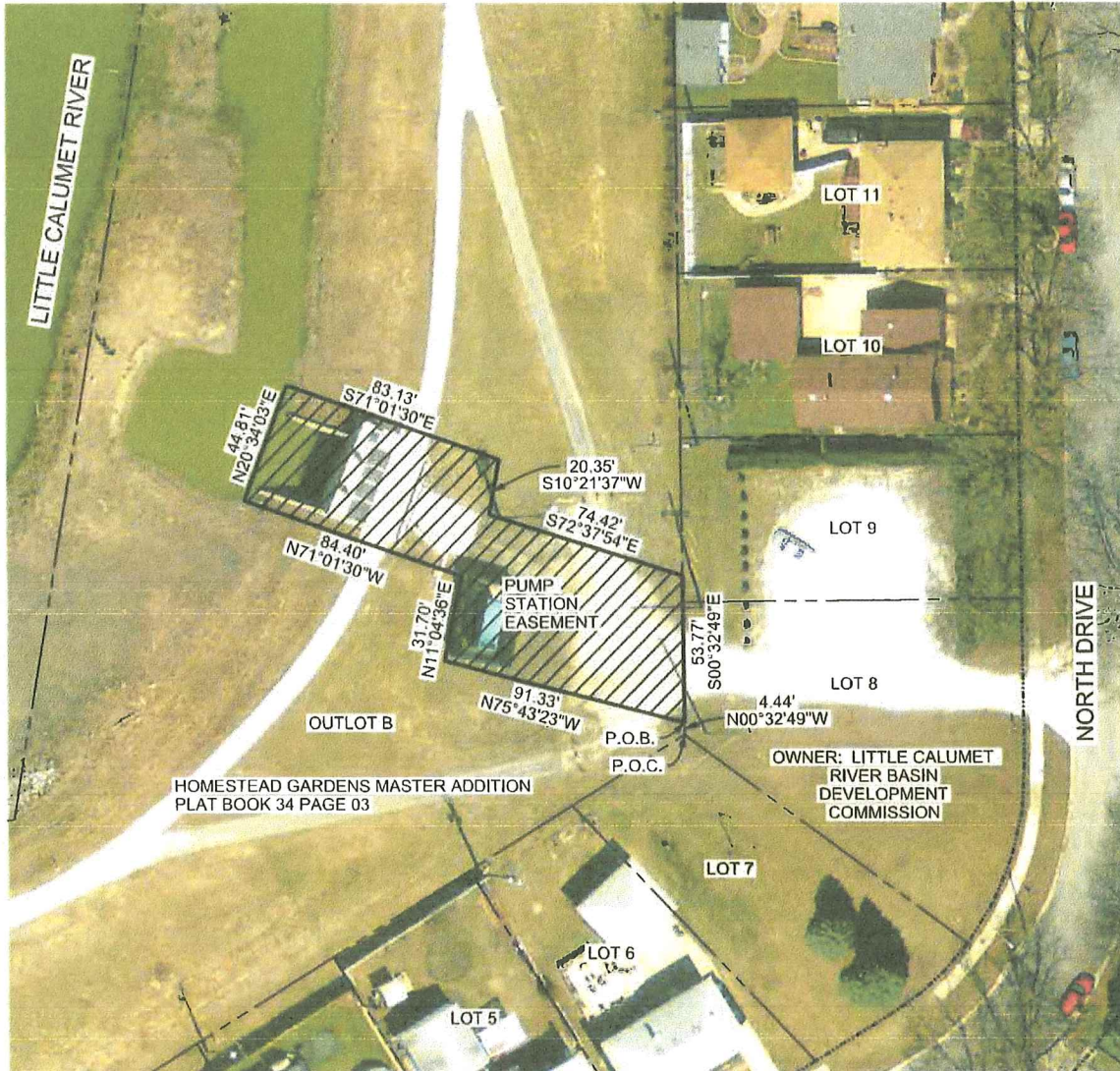
DATE: 10/13/17

PS-HI-N5

COUNTY: LAKE  
 SECTION: 15  
 TOWNSHIP: 36 NORTH  
 RANGE: 9 WEST

OWNER(S):  
 HIGHLAND PARKS DEPARTMENT

PERPETUAL PUMP STATION EASEMENT  
 PARCEL NO.: 45-07-15-351-003.000-026



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 PUMP STATION EASEMENT (±0.19 AC.)

LITTLE CALUMET RIVER, INDIANA  
 PUMP STATION EASEMENT  
 NORTH DRIVE PUMP STATION (PS-HI-ND)

SHEET 1 OF 2

SCALE: 1" = 60'

DATE: 10/16/17

PS-HI-ND

COUNTY: LAKE  
SECTION: 15  
TOWNSHIP: 36 NORTH  
RANGE: 9 WEST

**OWNER(S):  
HIGHLAND PARKS DEPARTMENT**

**PERPETUAL PUMP STATION EASEMENT**  
PARCEL NO.: 45-07-15-351-003.000-026

**PERPETUAL PUMP STATION EASEMENT:**

PART OF OUTLOT B IN HOMESTEAD GARDENS MASTER ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 03 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 9 WEST AND PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**LITTLE CALUMET RIVER, INDIANA  
PUMP STATION EASEMENT  
NORTH DRIVE PUMP STATION (PS-HI-ND)**

**SHEET 2 OF 2**

**SCALE: N/A**

**DATE: 10/16/17**

**PS-HI-ND**

COUNTY: LAKE  
 SECTION: 17  
 TOWNSHIP: 36 NORTH  
 RANGE: 9 WEST

OWNER(S):  
 TOWN OF HIGHLAND

PERPETUAL PUMP STATION EASEMENT

PARCEL NO.: 45-07-17-478-004.000-026  
 45-07-17-478-005.000-026



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 PUMP STATION EASEMENT (± 0.31 AC.)

LITTLE CALUMET RIVER, INDIANA  
 PUMP STATION EASEMENT  
 81ST STREET PUMP STATION (PS-HI-81)

SHEET 1 OF 2

SCALE: 1" = 60'

DATE: 10/12/17

PS-HI-81



COUNTY: LAKE  
SECTION: 17  
TOWNSHIP: 36 NORTH  
RANGE: 9 WEST

**OWNER(S):  
TOWN OF HIGHLAND**

PERPETUAL PUMP STATION EASEMENT

PARCEL NO.: 45-07-17-478-004.000-026  
45-07-17-478-005.000-026

PERPETUAL PUMP STATION EASEMENT:

LOTS 1 & 2 IN WICKER PARK MANOR, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 12, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, CONTAINING 0.31 ACRES, MORE OR LESS.

 **Little Calumet River Basin  
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**LITTLE CALUMET RIVER, INDIANA  
PUMP STATION EASEMENT  
81ST STREET PUMP STATION (PS-HI-81)**

**SHEET 2 OF 2**

**SCALE: N/A**

**DATE: 10/12/17**

**PS-HI-81**

FUND	Amount Allowed
CORPORATION GENERAL FUND	\$ 349,821.88
MOTOR VEHICLE HIGHWAY (MVH) FUND	\$ 82,967.08
LOCAL ROAD & STREET (LR&S) FUND	\$ 7,165.58
LAW ENFORCEMENT CONTINUING EDUCATION AND SUPPLY FUND	\$ 2,146.92
HAZARDOUS MATERIALS Response FUND	\$ 198.60
INFORMATION COMMUNICATIONS TECHNOLOGY FUND	\$ 5,889.27
MUNICIPAL CUMULATIVE CAPITAL DEVELOPMENT FUND	\$ 7,148.00
TRAFFIC VIOLATIONS & LAW ENFORCEMENT FUND	\$ 1,750.00
PUBLIC SAFETY LOCAL INCOME TAX FUND	\$ 18,010.54
<b>TOTAL:</b>	<b>\$ 475,097.87</b>

DOCKET SUMMARY

*Detail to be included in 3 subsequent  
transmission.*

*Neil*