

**Topics Tentatively Scheduled for Study Session Discussion
and
Topics Requested for Action at Future Business Meetings of the Twenty-Ninth
Town Council of Highland**

**This meeting will be convened as an electronic meeting, pursuant to Governor
Holcomb's Executive Order 20-04 allowing such meetings, pursuant to IC 5-14-
1.5-3.6 for the duration of the emergency.**

People may observe and record the meeting for live streaming by joining the meeting on the Zoom platform

<https://zoom.us/j/95180290571?pwd=c1AxZGtmOTRGVDU1K1JXOWIGcGhTUT09>

**Monday, April 20, 2020:
Study Session 6:30 p.m.
Virtual meeting**

This meeting contributes to Agenda building for the plenary meeting. Please, also be aware of the running enrolled list of matters that are likely for the plenary meeting, subject to review by the municipal executive.

- X. Discuss joint purchasing recommendation from Public works for three trucks. The purchase will be jointly shared and supported by the Town Council as works board, the board of sanitary commissioners and the board of waterworks directors. *Seeking permission for action at the April 27 meeting.*
- X. Discussion of the Community Crossings Grant agreement with INDOT. *Seeking permission for action at the April 27 meeting.*
- X. Possible new Town Executive Order outlining new protocols regarding use of facial masks by workers.
- X. Use of Innkeeper Tax fund for festival flags: (uses included to inform discussion) *Seeking permission for action at the April 27 meeting.*
- X. Proposed additional appropriations in addition to those already approved as suggested in the meeting of April 13, 2020. *Seeking permission for authoriization to authorize legal notice at the April 27 meeting.*

Matters remaining to be discussed: Should discuss having a date fixed for hearing from Ms. Pappenheim

- X. Robyn L. Pappenheim, P.E. (IN, IL) Of DVG Team Inc., the traffic engineer will be present to discuss with the Town Council regarding the issue of the Park and Recreation successful grant application for the installation of Hawk Pedestrian Traffic Control at the Bike Path intersection at Kennedy Avenue. *(NIRPC actually funded this*

in its forthcoming Transportation Improvement Plan. There is a difference of opinion on the merit of this installation.) John Bach has suggested that the engineer present to the Town Council. John Sent an electronic mail regarding this. POSTPONED from STUDY SESSION MARCH 16. (We will need to reach out again to Ms. Pappenheim for a future meeting.)

- X. Discuss the prospect of establishing a five-year capital plan for the Town, convening all boards with capital authority to discuss what is already in place and what may be planned. (Town Council, Park and Recreation Board, Redevelopment Commission, Board of Waterworks Directors and Board of Sanitary Commissioners) Update: Seek RFPs from accounting firms to assist in gathering the data to be used for a discussion at a future date.
- X. If ready, mark-up of Ordinance to amend the municipal code establishing an honorific display policy for the Town. (Still being drafted)

II.

• Plenary Business Meeting of Monday, April 27, 2020 Likely matters

- X. Accounts payable vouchers Docket for the period of April 14, 2020 to April 27, 2020 in the amount of \$ _____. (Could be co-signed by Town President)
- X. Payroll Dockets for the payday of March XX, 2020 in the amount of _____.
- X. Minutes of the Meeting of Monday April 13, 2020.
- X. April 27 report from the Census Complete Count Committee for the Packet?
- X. Works Board Order (or Alternative) to approve and authorize purchase High Definition video system at 45th Avenue ad Prairie.
- X. Action to Honor the late Paul L. Doherty, a veteran and renaming the grassy knoll associated with the veterans Highway of Flags memorial.

• 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. **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.)

Legislative Appointments

Home Rule Commissions

- 1. **Community Events Commission:**

Agenda Building Status Report

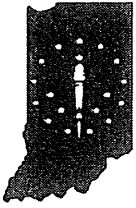
- 2 -

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.

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

- X. Proposed Ordinance to Amend the Highland municipal Code establishing a Banner policy for the Town of Highland. (This might not be ready yet)

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TOWN OF HIGHLAND

Highland Municipal Building • 3333 Ridge Road

Highland, Indiana 46322

219-838-1080 • Fax 219-972-5097



Population 23,546

Incorporated in
1910

April 17, 2020

To: Sanitary Board of Commissioners
 Waterworks Board of Directors
 Town Council
 From: John M Bach
 Re: Equipment Purchase

The Public Works Department has determined to replace three pickup trucks this year to replace four units that have more than exceeded their expected useful life. Owing to their condition, we are not expecting to get much more than scrap value in trade-in. The new trucks will be equipped with snow plows and assigned to the department supervisors. Their trucks will be placed into the public works fleet pool.

The Fleet Supervisor (FS) had procured quotes, pursuant to §3.05.060 (F) for the purchase of two (2), ¾-Ton Pickup Trucks with Snow Plows and one (1), ½-Ton Pickup Truck with Snow Plow (Crew Cab). The FS had solicited quotes from Garber Chevrolet, Webb Ford, Smith Chevrolet, and Schepel Buick-GMC; however, he did not receive a response from any of the vendors, citing the inability to obtain order pricing or the quotes did not meet specifications.

Pursuant to IC 5-22-10-10, the FS contacted Webb Ford and Garber Chevrolet directly to inquire about in-stock inventory to determine if they had units readily available to meet our needs. Webb Ford had units; however, they did not meet our specifications. Garber Chevrolet did have trucks in stock and provided the following quote:

Amount	Equipment	Unit Cost	Total
2	Chevrolet 2500 Silverado (4x4) Reg Cab	\$ 32,361.25	\$ 64,722.50
1	Chevrolet 1500 Silverado (4x4) Crew Cab	\$ 32,618.25	\$ 32,618.25
3	Boss Snow Plow	\$ 6,229.00	\$ 18,687.00
	Total Purchase Price		\$ 116,027.75
	Trade-In Equipment		
	2004 Chevrolet Colorado		\$ 800.00
	2006 Chevrolet Silverado		\$ 500.00
	2002 Ford F-150		\$ 300.00
	1980 GMC Sierra		\$ 1,000.00
	Trade-In		\$ 2,600.00
	Amount to Be Financed		\$ 113,427.75

One unit will be assigned to the water utility, one to the street department, and one to the sewer utility, with each funding their respective shares of the annual payment.

The purchase will be funded through lease-purchase financing over four (4) years. We've solicited quotes from Huntington Bank, US Bankcorp, First Financial Equipment Finance, and public-finance.com, Inc. The estimated annual cost is \$30,000 divided between the water, sewer, and street department.

Please accept my recommendation to accept the quote from Garber Chevrolet and authorize the purchase of the three units listed above as the lowest responsive and responsible quotes. Attached is a copy of the joint resolution prepared for your consideration. Please consider the matter at your next opportunity.

Town of Highland
Order of the Works Board 2020-25
Waterworks Board Resolution No. 2020-06
Board of Sanitary Commissioners Resolution No. 2020-06

A Joint Enacting Instrument of the Highland Works Board, Highland Sanitary Board of Commissioners, and Highland Water Works Board of Directors Accepting the Quote of Garber Chevrolet Highland for Two (2) 2020 Chevrolet Silverado 2500HD 4WD Regular Cab Work Trucks and One (1) 2020 Chevrolet Silverado 1500 4WD Crew Cab Work Truck, all Equipped with Snow Plows in the Total Amount of \$116,027.75 less Trade-in Equipment in the Total Amount of \$2,600.00 for a Net Purchase Amount of One Hundred Thirteen Thousand, Four Hundred Twenty-seven Dollars and 75/100 Cents (\$113,427.00), as the Lowest Responsive and Responsible Quote

Whereas, The Town of Highland, Department of Public Works, has determined a need to replace three (3) pickup-up trucks that have reached their cost effective life expectancy; and

Whereas, the Public Works Director, pursuant to §3.05.050(D) of the HMC, serves as the Purchasing Agent for the Public Works Department, Highland Sanitary District and Highland Water Works District; and

Whereas, the Purchasing Agent, pursuant to §3.05.060(F)(1) of the HMC, expected that the purchase would be between \$50,000 and \$150,000 and invited quotes in accordance with §3.05.060(H) of the HMC from the following vendors known to deal in the lines or classes of and supplies to be purchased:

Smith Chevrolet	Hammond, Indiana
Garber Chevrolet Highland	Highland, Indiana
Webb Ford	Highland, Indiana
Schepel GMC	Schererville, Indiana

; and

Whereas, Smith Chevrolet, Garber Chevrolet, and Schepel GMC were unresponsive to the invitation citing that pricing was unavailable at the time of the invitation and Webb Ford's quote was rejected as it did not meet the specifications; and

Whereas, Pursuant to §3.05.060(F)(5) of the HMC, if he purchasing agent does not receive a responsible or responsive offeror, the purchasing agent may purchase the supplies under the provisions of IC 5-22-10-10; and

Whereas, the purchasing agent, pursuant to IC 5-22-10-10, procured quotes in the open market from Garber Chevrolet as follows:

Amount	Equipment	Unit Cost	Total
2	Chevrolet 2500 Silverado (4x4) Reg Cab	\$ 32,361.25	\$ 64,722.50
1	Chevrolet 1500 Silverado (4x4) Crew Cab	\$ 32,618.25	\$ 32,618.25
3	Boss Snow Plow	\$ 6,229.00	\$ 18,687.00
	Total Purchase Price		\$ 116,027.75
	Trade-In Equipment		
	2004 Chevrolet Colorado		\$ 800.00
	2006 Chevrolet Silverado		\$ 500.00
	2002 Ford F-150		\$ 300.00
	1980 GMC Sierra		\$ 1,000.00
	Trade-In		\$ 2,600.00
	Amount to Be Financed		\$ 113,427.75

Whereas, it is prudent and in the best interest of the Highland Works Board, Highland Sanitary Board of Commissioners, and Highland Water Works Board of Directors to support and share the purchase of the equipment, in equal amounts, and

Whereas, the Town Council as the Works Board of the Municipality, pursuant to §3.05.030(A) of the HMC serves as purchasing agency for the Public Works Department; and

Whereas, the Board of Sanitary Commissioners, pursuant to §3.05.030(E) of the HMC serves as purchasing agency for the Public Sanitation Department; and

Whereas, the Board of Waterworks Directors, pursuant to §3.05.030(D) of the HMC serves as purchasing agency for the Highland Waterworks; and

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

Whereas, It has been determined that some or all of the units to be purchased shall be financed through a Lease Purchase Agreement, executed between the respective agencies and a public finance company not yet selected, pending the award of said vehicles and the determination of an expected delivery date; and

Whereas, the Town Council, acting as the Works Board for the Town of Highland, the Board of Sanitary Commissioners, and the Highland Waterworks Board of Directors now desire to approve and authorize the Public Works Director to complete the purchase pursuant to the terms stated herein.

Now Therefore Be it Hereby:

Ordered by the Town Council, acting as the Works Board of the Town of Highland, Lake County, Indiana; and

Resolved by the Board of Waterworks Directors of the Town of Highland, Lake County, Indiana; and

Resolved by the Board of Sanitary Commissioners of the Town of Highland, Lake County, Indiana;

Section 1. That the quote of Garber Chevrolet Highland in the gross amount of One Hundred sixteen Thousand Twenty-seven Dollars and No Cents (\$116,027.75), less the trade-in four (4) units currently in the Public Works Department fleet, identified herein, with a total trade-in value of Two Thousand Six Hundred dollars and No Cents (\$2,600.00), for a net purchase amount of One Hundred Thirteen Thousand, Four Hundred Twenty-seven Dollars and 75/100 Cents (\$113,427.00) for the purchase of Two (2) 2020 Chevrolet Silverado 2500HD 4WD Regular Cab Work Truck, One (1) 2020 Chevrolet Silverado 1500 4WD Crew Cab Work Truck, all Equipped with Snow Plows is hereby accepted as the lowest responsive and responsible quote;

Section 2. That the purchase shall be funded in appropriate shares by the Highland Board of Works through the Motor Vehicle Highway fund (2), Highland Sanitary Board of Commissioners through the Sanitary District Capital Fund (44) the Highland Water Works Board of Directors through the Water Works Improvement Fund (66);

Section 3. That, upon the approval of the Highland Board of Works, Highland Sanitary Board of Commissioners and the Highland Water Works Board of Directors, the Public Works Director is hereby authorized to issue a purchase order to Garber Chevrolet Highland and to execute all documents necessary to implement the purchase thereof.

BE IT SO ORDERED

DULY, PASSED, ADOPTED, AND ORDERED by the Town Council of the Town of Highland, Lake County, Indiana this 27th day of April, 2020 having passed by a vote of ____ in favor and ____ opposed.

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

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

Attest:

Michael W. Griffin, Clerk-Treasurer (IC 33-16-4-1;IC 36-5-6-5)

DULY ADOPTED AND RESOLVED by the Board of Sanitary Commissioners of Highland, Lake County, Indiana, this 21st day of April, 2020. Having been passed by a vote of ____ in favor and ____ opposed.

THE SANITARY DISTRICT OF HIGHLAND
BY ITS BOARD OF COMMISSIONERS:

Richard Garcia, President

Attest:

David Jones, Secretary

DULY ADOPTED AND RESOLVED +by the Board of Waterworks Directors of Highland, Lake County, Indiana, this 23rd day of April, 2020. Having been passed by a vote of ____ in favor and ____ opposed.

THE WATERWORKS DISTRICT OF HIGHLAND
BY ITS BOARD OF DIRECTORS:

George A. Smith, President

Attest:

Richard Volbrecht, Secretary

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #AG249-20-LG200145

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **Town of Highland**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$1,000,000.00 (the "Grant"), representing 50% of the eligible costs of the project (the "Project") described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding. Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is \$ 1,000,000.00. The Grantee

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled.

A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

INDOT LaPorte District
Attn: Marcia Blansett
315 East Boyd Blvd.
LaPorte, IN 46350
Email: mblansett@indot.in.gov

- C. Notices to the Grantee shall be sent to:

Town of Highland
Attn: Mark Schocke
3333 Ridge Road
Highland, IN 46322
Email: mschocke@highland.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. N/A

25. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s standard contract clauses (as contained in the *2019 OAG/ IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Town of Highland

Indiana Department of Transportation

By: _____

By: _____

Name and Title, Printed

Joseph McGuinness, Commissioner

Date: _____

Date: _____

Approved by:

Indiana Department of Administration

Approved by:

State Budget Agency

By: _____ (for)

Lesley A. Crane, Commissioner

By: _____ (for)

Zachary Q. Jackson, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on September 13, 2019.

FA 19-45

This instrument was prepared by the undersigned attorney:

Attorney:
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

Date: _____

ATTACHMENT A

PROJECT DESCRIPTION

Des No: **2001326**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay Minor Structural**

Location:

Route Name	From	To	
MAIN ST	1270 FT WEST OF KENNEDY	570 FT EAST OF KENNEDY	
PRAIRIE AV	MAIN ST	RAMBLEWOOD DR	
SOUTHMOOR AV	AZALEA DR	HART RD	
BLUEBIRD LN	TOWN BOUNDARY	WOODWARD AV	
MARTHA ST	TOWN BOUNDARY	IDLEWILD DR	
PRAIRIE AV	KENILWORTH AV	RIDGE RD	
5TH ST	RIDGE RD	DULUTH AV	
DULUTH AV	5TH ST	PARRISH AV	
DULUTH CT	DULUTH AV	DEAD END	
PARRISH AV	LAPORTE ST	STRONG ST	
PARRISH CT	DEAD END	PARRISH AV	
GRAND BLVD	SYCAMORE AV	GORDON DR	
EDER AV	GORDON DR	KENNEDY AV	
STRONG ST	GORDON DR	KENNEDY AV	
ROSS ST	GORDON DR	KENNEDY AV	
5TH ST	100TH ST	45TH ST	
DELAWARE PKWY	97TH PL	45TH ST	
97TH PL	5TH ST	DELAWARE PL	
98TH ST	5TH ST	DEAD END	
98TH PL	5TH ST	DEAD END	
99TH ST	5TH ST	DEAD END	
99TH PL	5TH ST	DEAD END	
LAKESIDE DR	5TH ST	DELAWARE PL	
LAKESIDE DR	DELAWARE PL	5TH ST	
ERIE ST	45TH ST	41ST ST	
43RD ST	KENNEDY AV	5TH ST	
WIRTH RD	GRACE ST	LIABLE RD	

LINCOLN AV	5TH ST	CAROLINA AV	
CLOUGH ST	KLEINMAN RD	CLINE AV	
O'DAY DR	41ST ST	41ST PL	
42ND ST	O'DAY DR	GRACE ST	

Application ID: **8680**

A general scope/description of the Project is as follows:

Location of projects, by priority, is as follows:01: Main St, from 1270' west of Kennedy Av to 570' east of Kennedy Av.02: Prairie Av, from Main St to Ramblewood Dr.03: Southmoor Av, from Azalea Dr to Hart Rd.04: Bluebird Ln, from Town Boundary to Woodward Av.05: Martha St, from Town Boundary to Idlewild Dr.06: Prairie Av, from Kenilworth Av to Ridge Rd.07: 5th St, from

The maximum amount of state funds allocated to the Project is \$1,000,000.00

3.45.090 Innkeeper tax fund.

(A) There is hereby created and established the innkeeper tax fund, a special nonreverting fund established for the purposes of supporting economic development projects and economic development under the jurisdiction of the town of Highland.

(B) Expenditures from this fund may only be for the purposes for which this fund was established as set forth in IC 6-9-2-2(d)(4).

(1) Expenditures from this fund may only be upon appropriation of the fiscal body of the town of Highland;

(2) Expenditures from this fund may only be for the purposes of economic development and in support of economic development projects. Economic development projects shall include the following provisions as set forth in IC 36-7-22-3 et seq.:

(a) Planning or managing development or improvement activities;

(b) Designing, landscaping, beautifying, constructing, or maintaining public areas or public ways (including designing, constructing, or maintaining lighting for a public area or public way);

(c) Promoting commercial activity or public events;

(d) Supporting business recruitment and development;

(e) Providing security for public areas; or

(f) Acquiring, constructing or maintaining parking facilities;

(g) Promoting or fostering economic development and tourism, consistent with those powers conferred under IC 36-7-2-7, which may include encouragement of trade shows, visitors, conferences or other special events in the municipality or in the county in which the municipality exists or contracting with another entity in pursuit of these objectives.

(C) The sources of money for the fund may be as follows:

(1) The local periodic distribution of innkeeper tax revenue described in IC 6-9-2-2(d)(4);

(2) Interest earned from the investment of moneys on deposit to the credit of the fund, provided such investments are conducted pursuant to IC 5-13-9 et seq.;

(3) Gifts, donations and other voluntary contributions from any person to the fund consistent with the lawful purposes and objects of the fund; and

(4) Money derived from state or federal reimbursement grants, matching funds, or contributions for such projects as may be consistent with the objects of IC 6-9-2 and 36-7 et seq., including but not limited to multi-party or intergovernmental undertakings.

(D) Expenditures from the fund may be made from the proper category of expense and for the purposes of the fund only after an appropriation has been made in the manner provided by statute for making other appropriations and shall be disbursed only on approved accounts payable vouchers allowed by the town council or a board or commission specifically granted jurisdiction by town council resolution to make such expenditures. Allowances must only be made at a regular or special meeting of the town council or a board or commission specifically granted jurisdiction by town council resolution to make such allowances, pursuant to IC 5-11-10 and 36-5-4 et seq.

(E) The fund appropriations shall be further governed as follows:

(1) All unused and unencumbered monies do not revert to the corporation general fund nor to any fund but the fund created by this chapter;

(2) The unused and unencumbered balance of an appropriation shall not lapse at the end of the year in which the appropriation was made, nor does it revert, but remains in full force and effect to the credit of the fund created by this chapter without reappropriation until the purpose for which the appropriation was made has been accomplished or abandoned. [Ord. 1071, 1997; Ord. 1214 § 9, 2003. Code 2000 § 31.08].

**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, **convening electronically at 6:30 p.m. on the 11th day of May 2020**, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

GAMING REVENUE SHARING FUND

Increase:

Acct. No. 091-0000-31002 Engineering	<u>\$ 84,500.00</u>
<i>Total Series:</i>	\$ 84,500.00

Total Increase: \$ 84,500.00

Decrease:

Acct. No. 091-0000-23005 Road Salt:	<u>\$ 4,020.33.</u>
<i>Total Series:</i>	\$ 4,020.33

Acct. No. 091-0000-44307 45 th & 5 th Street ROW:	<u>\$ 1,095.21.</u>
<i>Total Series:</i>	\$ 1,095.21

Total Decreases: \$ 5,115.54

Total Net Fund Increase: \$ 79,384.46

ECONOMIC DEVELOPMENT LOCAL INCOME TAX FUND:

Increase:

Account No. 250-0000-35010 Downtown Development:	<u>\$ 5,000.00</u>
<i>Total Series:</i>	\$ 5,000.00

Total for the Fund: \$5,000.00

PUBLIC SAFETY LOCAL INCOME TAX FUND:

Increase:

Account No. 250-0000-290000 PPE and COVID Supplies:	<u>\$ 4,000.00</u>
<i>Total Series:</i>	\$ 4,000.00

Total for the Fund: \$ 4,000.00

INNKEEPER TAX FUND:

Increase:

Account No. 024-0000-22908 Semaphores:	<u>\$ 2,000.00</u>
<i>Total Series:</i>	\$ 2,000.00

Total for the Fund: \$2,000.00

Funds to support these additional appropriations in the **Gaming Revenue Sharing Fund** shall be from reductions in existing appropriations, interest earnings, miscellaneous revenues, a distribution pursuant to IC 4-33-12.5 et seq., payments from NIPSCO pursuant to a reimbursement agreement related to sidewalk construction and unobligated fund balance on deposit to the credit of the Fund.

Funds to support these additional appropriations in the **Economic Development LIT Fund** shall be from interest earnings, miscellaneous revenues, a distribution pursuant to IC 6-3.6 et seq., and unobligated fund balance on deposit to the credit of the Fund.

Funds to support these additional appropriations in the **Public Safety LIT Fund** shall be from interest earnings, miscellaneous revenues, a distribution pursuant to IC 6-3.6 et seq., 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. **Taxpayers shall go to the following link and access the public hearing**
<https://zoom.us/j/95312890289?pwd=dHV4eGorekYyK0lrTlhSUWRNSFBZUT09>.

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**