

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION MINUTES
MONDAY, MARCH 20, 2017**

Members of the Highland Redevelopment Commission (“RC”, “Commission”) met on Monday, March 20, 2017 at 7:47 PM in the Upper Conference Room within the Municipal Building at 3333 Ridge Road, Highland, Indiana. President Bernie Zemen called the meeting to order. Minutes were prepared by Cecile Petro, Redevelopment Director.

ROLL CALL: Commissioners present included Bernie Zemen, Steve Wagner, Dan Vassar, Mark Herak, Michael Griffin, School Town Commissioner Pat Krull and Redevelopment Director Cecile Petro. In the audience were Steve Mileusnich and Susan Murovic of the Advisory Board of Zoning Appeals, The Idea Factory owner Robin Carlascio, The Times reporter Chuck Haber, and residents Terry Fuqua and Larry Kondrat.

General Substance of the Discussion

Agenda for Public Meeting

President Zemen reviewed the meeting agenda with the Commission. There were no questions or comments on the claims or minutes. Commissioners discussed Resolution 2017-12, a resolution to contract with a firm to demolish 8610, 8612, 8616, and 8620 Kennedy Avenue. Commissioners discussed the wide spread of quotes, possibly salvaging the marquee, removing items from the theatre, and waiting to demolish the structures until the buildings are tested for asbestos. Commissioners asked if the town had ever utilized Actin for demolition. The Director responded that they had and that Actin completed the project as contracted. The Commission stated that they did not want to allow more time for possible investors to salvage the theatre.

Study Session ended at 8:02 PM for the Public Meeting.

**HIGHLAND REDEVELOPMENT COMMISSION
PUBLIC MEETING
MONDAY, MARCH 20, 2017**

The Highland Redevelopment Commission (“Commission”, “RC”) met in a Public Meeting on March 20, 2017 at 8:03 PM in the Upstairs Conference Room within the Municipal Building at 3333 Ridge Road, Highland, Indiana. President Zemen called the meeting to order. Taking minutes for the meeting was Director Petro.

ROLL CALL:

Present on roll call included Redevelopment Commissioners Bernie Zemen, Steve Wagner, Dan Vassar, Mark Herak, Michael Griffin, School Town of Highland Commissioner Pat Krull, and Director Cecile Petro. In the audience were Steve Mileusnich and Susan Murovic of the Advisory Board of Zoning Appeals, The Idea Factory owner Robin Carlascio, The Times reporter Chuck Haber, and residents Terry Fuqua and Larry Kondrat.

MINUTES OF PREVIOUS SESSIONS:

Commissioner Vassar made a motion to approve the minutes as written for the Public Meeting and Study Sessions of March 6, 2017. Commissioner Wagner seconded the motion. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The minutes were approved.**

PUBLIC COMMENTS:

Mr. Terry Fuqua suggested that a replica of the marquee be prepared at a future date, if the town wanted to memorialize the theatre because the present marquee may fall apart if removed.

Mr. Larry Kondrat questioned what the theme would be if the real marquee was removed and a new marquee was constructed.

Mr. Terry Fuqua reported that minutes from the Redevelopment Commission for many months were not on the town’s website. He also stated that the Town Council’s minutes were also behind.

Ms. Robin Carlascio responded that the website had malfunctioned, that the Idea Factory was reconstructing the site, and that the minutes will be back on the site as soon as possible.

Mr. Terry Fuqua stated that he had received a communication from last year’s Redevelopment Commission attorney stating that the properties located at 2813 and 2815 Jewett Street were no longer in the master plan and wanted to know what was going to be the disposition of the properties.

Director Petro responded that the properties are still within the Redevelopment Plan and Redevelopment Area and when those businesses close, the Commission will obtain two appraisals to determine lease rates.

SPECIAL ORDERS: None

COMMUNICATIONS: None

UNFINISHED BUSINESS AND GENERAL ORDERS:

Commissioner Griffin made a motion to approve Resolution 2017-07A, A Resolution of the Highland Redevelopment Commission Authorizing a Contract Addendum (#2) with Rose Real Estate, Inc. for Real Estate Management Services. Commissioner Vassar seconded the motion. During discussion Commissioner Griffin stated that Rose not only collects rents, but is responsible for emergencies at any time. Commissioner Herak requested information on maintenance calls during the past year and the duties of the Redevelopment Commission Assistant. **Upon a roll call vote, there were four affirmatives and one negative. The motion passed. The resolution was approved.**

NEW BUSINESS:

Mr. Bernie Zemen's appointment to the position of Highland Main Street Liaison was **approved by general consent.**

Commissioner Herak made a motion to approve the 2017 Redevelopment Commission Meeting Schedule. Commissioner Wagner seconded the motion. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The meeting schedule was approved for 2017.**

Commissioner Vassar made a motion to approve Resolution 2017-06, A Resolution of the Highland Redevelopment Commission Approving an Agreement for Legal Services by Tauber Law Office to the Highland Redevelopment Commission for 2017. Commissioner Wagner seconded the motion. During discussion Commissioner Griffin stated that he had received an electronic letter from Attorney Green-Fraley stating that she did not want to be considered for this position for 2017 and would withdraw her name. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was approved.**

Commissioner Griffin made a motion to approve Resolution 2017-08, A Resolution of the Highland Redevelopment Commission Adopting Rules and Regulations Pursuant to its Authority Under IC 36-7-14-8 (c) and (d). Commissioner Wagner seconded the motion. During discussion Mr. Griffin expanded on the resolution noting that this resolution will follow current town policy, that this resolution will update the Commission's rules to allow advance payments, and that those payments will subsequently be ratified by the Commission at their next meeting. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was approved.**

Commissioner Griffin made a motion to approve Resolution 2017-09, A Resolution of the Highland Redevelopment Commission Approving a Mural Grant with Supplies for a Highland Main Street Mural Project Located at 2819 Jewett Street. Commissioner Vassar seconded the motion. During discussion, Commissioner Herak asked if the owner had been contacted. The Director stated that an agreement with the owner has been prepared and will be signed if this resolution is approved. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was approved.**

Commissioner Herak made a motion to approve Resolution 2017-10, A Resolution Expressing the Interest of the Redevelopment Commission in Optioning and/or Making a Purchase of Real Property Located at 2712, 2716, 2720, 2736, & 2733 Condit Street, 8600 Kennedy Avenue, and 2726 Garfield Street; Authorizing Appraisals on these Properties, Pursuant to IC 36-7-14-12.2(A)(1) and IC 36-7-14-12.2(A)(12); and will Contract Those Appraisals with Bochnowski Appraisal Company and Gordona Bauhan/Michael Golumbeck. Commissioner Vassar seconded the motion. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was approved.**

Commissioner Wagner made a motion to approve Resolution 2017-11, A Resolution of the Highland Redevelopment Commission Authorizing a Contract with Indoor Environmental Solutions for Asbestos Testing at 8610, 8612, & 8620 Kennedy Avenue. Commissioner Vassar seconded the motion. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was approved.**

Commissioner Griffin made a motion to approve Resolution 2017-12, A Resolution of the Highland Redevelopment Commission Authorizing a Contract with Actin Contracting, LLC, the lowest and most responsive quote for the Demolition of 8610, 8612, & 8616 Kennedy Avenue as soon as the artifacts can be removed from the former Town Theatre and asbestos testing is completed. 8620 Kennedy Avenue will be demolished at a later date. Commissioner Herak seconded the motion. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was approved.**

ACTION TO PAY ACCOUNTS PAYABLE VOUCHERS:

Commissioner Vassar made a motion to pay account payables as stated in the amount of \$53,8893.85. Commissioner Herak seconded the motion. **Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The meeting schedule was approved for 2017.**

BUSINESS FROM THE COMMISSIONERS: None

NEXT MEETING:

The next Public Meeting will be held on April 17, 2017, at 8:00 PM. A Study Session will precede the meeting at 7:30 PM and may reconvene following the Public Meeting. The next full Study Session will be held on April 3, 2017 at 7:30 PM. The next Highland Main Street meeting will be held on Thursday, April 6, 2017 at 6:30 PM. All meetings will take place in the town hall.

ADJOURNMENT: Commissioner Vassar made a motion to adjourn the meeting. Commissioner Wagner seconded the motion. **Upon a voice vote, the motion passed. The meeting adjourned 8:36 PM. A study session followed this meeting.**

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION RECONVENED
MONDAY, MARCH 20, 2017**

The Highland Redevelopment Commission (“Commission”, “RC”) reconvened at 8:37 PM in the Upper Conference Room of the Municipal Building at 3333 Ridge Road, Highland, Indiana.

ROLL CALL: Present on silent roll call included Commissioners: Bernie Zemen, Dan Vassar, Michael Griffin, Steve Wagner, and Mark Herak. Also in attendance School Town of Highland Commissioner Pat Krull and Director Petro. In the audience were Steve Mileusnich and Susan Murovic of the Advisory Board of Zoning Appeals, The Idea Factory owner Robin Carlascio, The Times reporter Chuck Haber, and residents Terry Fuqua and Larry Kondrat.

General Substance of the Study Session

Town Theatre Board

Commissioners discussed the files, documents and other items that are currently stored in the town hall. They agreed to continue to store them at the present time. Commissioner Griffin offered to open and close the town hall building for the Town Theatre Board meetings. Mr. Griffin is a member of the Town Theatre Board. Lastly, they suggested that the Board provide refunds for those who gave memberships to the Town Theatre and who are now seeking refunds.

2711 & 2717 Condit

Commissioners directed Ms. Petro to contact the Commission’s attorney to continue correspondence with the owner of 2711 & 2717 Condit Street and his attorney.

8608 Kennedy Avenue

Commissioners directed Ms. Petro to supply the owner of 8608 Kennedy with a copy of the first appraisal of his property in order to gain access for another appraisal. The owner had complained that he provided access to the building and disturbed tenants for two appraisal firms, already. One of those appraisers did not complete the appraisal; therefore, another appraisal was needed.

2821 Jewett Street (vacant area)

Commissioners discussed paving the vacant lot and provide lighting for 2821 Jewett Street, the vacant lot area. They directed Ms. Petro to contact the Public Works Director, John Bach, to obtain the best price for paving the area and suggested that this paving project should be added to the paving of the municipal lot. Commissioners also suggested that the next mural on the building located at 2817 Jewett have an historical theme.

8620 Kennedy Avenue

Commissioners directed Ms. Petro to contact the Commission’s attorney to begin default proceedings for non-payment of rent by the tenant in units #1 & #2.

2628 45th Street

The Director presented information on a possible commercial development for this location and informed the Commission that the owner may apply for Tax Abatement in order to complete this project.

Former Bult Oil Site—2605 & 2609 Condit Avenue and 2606 & 2608 Garfield Avenue

The Director informed the Commission about a business that may be interested in the former Bult Oil site. The use would be a retail/supply business. Commissioner Herak stated that two other parties have expressed interest in the property, also. He will follow-up with them.

Visual Barrier on the East Side of South Indianapolis Boulevard (bridge area)

Commissioners discussed a barrier along the east side of the bridge on South Indianapolis Boulevard. They are not interested in pursuing this further. Commissioner Griffin offered to approach INDOT regarding a barrier between the highway and the sidewalk.

Senior Housing Developer

Commissioners agreed to hold an Executive Session to discuss a potential senior housing development on April 17, 2017. The Director will contact the Commission's attorney regarding the legal process to hold an Executive Session.

Acquisition List Expansion

The Director explained that all properties that the Commission may be interested in acquiring need to be on the Acquisition List. All but two parcels within the Kennedy/Condit/Garfield area are currently on the list. Two others will need to be added before the Commission is able to move forward on a possible purchase.

Town Hall

The Director explained that she has been contacted again by owners of property on Highway Avenue who are interested in selling their properties to the town for a town hall. The Commission stated that they are not interested at this time.

The Study Session ended at 9:25 PM.

RESOLUTION NO. 2017-07 (A)

RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION AUTHORIZING A CONTRACT ADDENDUM (#2) WITH
ROSE REAL ESTATE, INC. FOR REAL ESTATE MANAGEMENT SERVICES

WHEREAS, the Highland Redevelopment Commission (the "Commission"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act in I.C. 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Highland Redevelopment Commission is authorized to negotiate and enter into contracts by statute; and

WHEREAS, the Highland Redevelopment Commission has requested a proposal for real estate management services.

WHEREAS, the Highland Redevelopment Commission has added an addendum (#2) to the contract to change the collection and payment system;

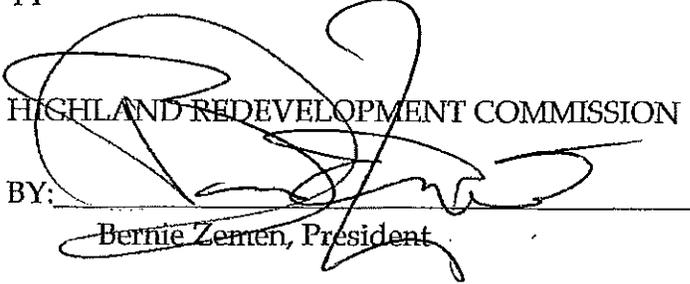
NOW, THEREFORE, be it resolved as follows:

That it is in the best interest of the Town to enter into a contract addendum (#2) with Rose Real Estate, Inc. for real estate Management services for 2017.

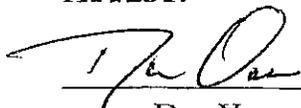
Adopted and approved at a meeting of the Highland Redevelopment Commission held on the 20th day of March, 2017 having passed by a vote of 4 in favor and 1 opposed.

HIGHLAND REDEVELOPMENT COMMISSION

BY:


Bernie Zemen, President

ATTEST:


Dan Vassar, Secretary

REAL ESTATE MANAGEMENT AGREEMENT

1. **PARTIES:** This PROPERTY MANAGEMENT AGREEMENT (hereinafter referred to as the "Agreement") entered into this 20th day of March, 2017 by agreement between Town of Highland Redevelopment Commission, hereinafter called Owner, and Rose Real Estate, Incorporated, hereinafter called Broker, whereby Owner appoints Broker the Owner's Exclusive Agent to rent, lease, operate, control and manage the following described property: SEE ATTACHMENT- ADDENDUM 1 (Property Address). In consideration of the mutual terms of this Agreement the parties agree as follows:

2. **EMPLOYMENT OF BROKER:**
 - A. **Employment.** Owner appoints Broker as Owner's sole exclusive Agent to lease and manage the Property (as hereafter defined) upon the terms and conditions provided herein. Broker accepts the appointment. Owner agrees to pay all of the expenses incurred by the Broker in connection with the services described herein.

 - B. **Relationship.** The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by Broker under this Agreement shall be on behalf of the owner, in the Owner's name and for Owner's account. In taking any action under this agreement, Broker shall be acting only as Agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between the parties or as requiring Broker to bear any portion of losses arising out of or connected with the ownership and operation of the Property. Broker shall not be considered, at any time during the period of this Agreement, a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except the Broker is authorized to act with such additional power as may be necessary to carry out the spirit and intent of this Agreement.

 - C. **Description of Property.** The property/properties to be managed by Broker under this Agreement are described in ADDENDUM 1, attached and incorporated by reference (hereinafter individually and collectively referred to as "the Property")

 - D. **Term.** This Agreement shall be for an initial period of One (1) year beginning on the 20th day of March 2017, and including the last day of March 2018. Thereafter the term shall be automatically renewed from year to year unless terminated by either party in accordance with Paragraph 11. Each of said one-year periods is referred to as a "term year".

3. **BROKER COMPENSATION AND EXPENSES:** As compensation for the services rendered by the Broker under this Agreement (and exclusive of and in addition to reimbursement of the expenses to which Broker is entitled hereunder), Owner shall pay Broker as follows:

A. Fees.

a. Management Fee. Owner agrees to pay Broker a management fee of Ten Percent (10%) of the gross rents collected each month. There is a maximum number of copies (10), faxes (2), and postage (1 standard) included in monthly management fee. Any copies, faxes, and postage over the maximum will be charged to Owner, as an additional fee in accordance with the schedule attached to this Agreement as an exhibit.

All sums due Broker by any provision of this Agreement, may be deducted from funds held by Broker for benefit of Owner.

B. Interest. Any sums due Broker under the terms of this Agreement not paid within 30 days after such sums have become due, shall bear interest at the rate of 12% per annum.

C. Extraordinary Services. An hourly fee of \$50.00 per hour shall be paid to Broker for all requested tasks not considered normal management duties.

D. Statement. Broker will provide online access to financial statements showing all funds collected and disbursed during the preceding month together with the net of funds received less disbursements made and the required Contingency Amount as hereinafter described.

4. LEASING AND RENTING: See ATTACHED- ADDENDUM 1, incorporated herein and made a part hereof.

5. REASONABLE MAINTENANCE AND REPAIR: Broker is given the right to make or cause to be made, through contracted services or otherwise, all ordinary repairs, maintenance (including cleaning) and replacements and enter into contracts for utilities and other services as may be deemed advisable or reasonably necessary by Broker to preserve the Property in its present condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, government regulations or insurance requirements subject to approval by the Redevelopment Commission by and through the Town of Highland. Broker is also authorized to decorate the property and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms and other items necessary for the management, maintenance or operation of the Premises. Such maintenance and decorating expenses shall be paid out of Owner's funds. Notwithstanding the foregoing, Owner shall have the right to have repairs made by someone of Owner's choice, provided that: (1) Owner notifies Broker prior to the commencement of repairs of Owner's intent to exercise this right; (2) Owner takes all responsibility to make arrangements for such repairs with such provider; (3) Owner make arrangements with their party direct. Owner agrees that they shall pay third party direct and shall indemnify and hold Broker harmless for payment of same. This section applies except where decorating and/or maintenance are at tenant's expense as stipulated in a lease.

The expense to be incurred for any one item of maintenance, alteration, refurbishing, or repair shall not exceed \$150.00 unless such expense is specifically authorized by Owner, or

is incurred under such circumstances as Broker shall reasonably deem to be an emergency. In an emergency where repairs are immediately necessary for the preservation and safety of the Property, or to avoid the suspension of any essential service to the property, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs shall be made by Broker at Owner's expense without prior approval.

6. INSURANCE/ FEES/ TAXES/ CHARGES: Owner shall pay any condominium maintenance fees, HOA dues, taxes, insurance, mortgages, and other charges directly to the applicable association, mortgagee, insurance company, taxing authority. Owner agrees to maintain public liability insurance coverage on the Property at all times in an amount not less than \$100,000 per person and \$300,000 per occurrence and agrees to furnish Broker with proof of insurance and a copy of the declaration page. Owner agrees to name Broker as an additional insured on all policies. Owner agrees to indemnify Broker for any damages suffered by or imposed upon Broker as a result of any lapse in or failure by Owner to maintain insurance coverage. In the event Broker defends any action brought by others, Owner shall reimburse Broker the amount of its attorney's fees, expenses, and court costs. Each party hereto binds their successors, assigns, heirs, administrators and executors to this Agreement.

7. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are to be required by the terms of their respective leases to have telephone service, cable, electric service, water service, gas service, sewer, trash, and all other utilities in their own name. In any lease where the tenant is granted use of Owner's utilities (such utilities, the "Shared Utilities") and as a result, the tenant agrees to be responsible for all or part of the bill associated with Shared Utilities, Owner agrees to pay the entire bill for the Shared Utilities in a timely manner and forward copies of the paid bill(s) to broker's office for reimbursement. Under no circumstances shall Owner cause or permit the termination of any Shared Utilities and Owner agrees to indemnify Broker for any damage or litigation fees/ costs incurred by broker if Owner improperly terminates a Shared Utility. Broker will deduct the amount of the bills for Shared Utilities from the funds received from the tenant to the extent of funds available and Owner agrees that Broker shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s). Owner agrees to pay Broker a \$20.00 utility turn-on charge.

8. CONDOMINIUM/ HOMEOWNERS ASSOCIATION: For those instances where the Property is a condominium unit, the tenant under any lease for the Property shall acknowledge and agree the tenant and his tenancy are subject to the Declaration of Condominium pertaining thereto and acknowledge and agree to comply with the rules and regulations of the Association and Board of Directors there under. Owner shall be responsible for providing Broker with the current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments. Owner agrees to indemnify Broker for payment of same and from and against any liability arising as a result of the non-payment of such fees, fines and/or assessments. In the event the tenant fails to comply with the rules and regulations and the association or board levies fines or assessments against the Owner, Owner agrees that Broker is in no way liable for the payment of any fees, fines, or assessments arising therefrom.

9. NO LIABILITY:

A. No Assumption of Liability. Broker assumes no liability for damages, losses or acts of omission by any tenant(s). Broker assumes no liability for any act or omissions of Owner or previous Owner or previous broker(s). Broker assumes no liability for default by any tenant(s). Broker assumes no liability for violations of environmental or other regulations which may become known during the term of this Agreement. Any such regulatory violations or hazards discovered shall be the sole responsibility of the Owner. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

B. Hold Harmless. Owner shall indemnify, defend and hold Broker harmless from all loss, investigation, suits, damages, costs, expense, attorney's fees and expense liability or claims for personal injury or property damage incurred or occurring in, on or about the Property.

C. Owner's Responsibility for Expense of Litigation. In addition to any other payments required by Owner hereunder, Owner agrees to and shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes. Nothing contained in this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit unless broker is responsible for any of the above causes of action.

D. Fees for Legal Advice. Owner shall not pay reasonable expenses incurred by Broker in obtaining necessary legal advice regarding compliance with any law affecting the Property.

10. REPRESENTATIONS: Owner represents and warrants that at the time of the execution of this Agreement and during its term: Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions, reservations of rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the Property, any building located on the Property, its construction and/or operation do not violate applicable statutes, laws, ordinances, rules, regulations, order or the like; that the information supplied by Owner is dependable and accurate; and that any loans, notes, mortgages, dues or trust deeds are fully paid and are current without defaults.

11. TERMINATION: Either party may terminate this Agreement prior to the expiration date by providing written notice of cancellation to the other party not later than ninety (90) days prior to the end of the existing term. If Owner wishes to terminate this Agreement, the written notice of termination shall be accompanied by payment of all sums due Broker under

the terms of this Agreement for its full term. If the Property is sold, it is understood by all parties that this management contract is terminated upon closing without further notice.

A. Owner Responsible for Payments. Upon termination of this Agreement, Owner shall assume the obligation of any contract or outstanding bill incurred by Broker under this Agreement.

B. Indemnification. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if this Agreement were still in effect.

12. MISCELLANEOUS:

A. Mediation Agreement. All parties agree to engage in mediation, with an agreed upon mediator, prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, each party will pay their own expenses.

B. Applicable law. The interpretation of this Agreement shall be governed by the laws in the state of Indiana. Any action arising under this Agreement shall be brought in state court in Lake County, Indiana. If any part of this Agreement shall be declared invalid or unenforceable, either party shall have the option to terminate this Agreement by written notice to the other party.

C. Complete Agreement. The terms and conditions of this Agreement are the entire agreement and understanding between the parties. This Agreement supersedes any oral understanding of the parties. The Owner and Broker have read carefully and understand and approve of the provisions and covenants as stated herein. This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.

(D) Rights Cumulative/ No Waiver. No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter available at law or in equity. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by those parties.

13. **NOTICES:** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and sent via U.S. Certified Mail, major overnight package carrier/ service or hand delivered by Owner, with signed delivery acknowledgement from Rose Real Estate, Inc. located at 8037 Euclid Avenue, Munster, Indiana 46321.

14. **FORCE MAJEURE:** Any delays in the performance of any obligation of Broker under this Agreement shall be excused to the extent such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather and other similar causes not within control of Broker and any time periods required for performance shall be extended accordingly.

15. **SPECIAL PROVISIONS:** SEE ATTACHMENT- ADDENDUM 1.

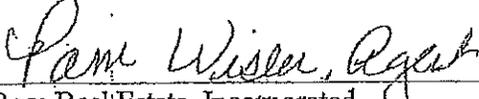
All of this is hereby agreed to and executed in duplicate originals by:

OWNER:


Highland Redevelopment Commission
By Cecile L. Petro, Director
3333 Ridge Road
Highland, IN 46322

3-20-17
Date

BROKER:


Rose Real Estate, Incorporated
By Pam Wisler, Agent
1846 45th Avenue
Munster, IN 46321

2-28-17
Date

ADDENDUM 1

8620 Kennedy - Highland, IN

This Addendum is made by and between the Highland Redevelopment Commission and Rose Real Estate and attached to and made a part of Real Estate Management Agreement.

The properties subject to this Management agreement are as follows:

1. Suite 1 & 2 8620 Kennedy Avenue Tenant Antonios Skordilis (a copy of said lease agreement is attached hereto and made a part hereof)
2. Suite 3 Maria and Ignacio Curiel D/B/A Maria's Restaurant 8620 Kennedy Avenue, Highland, Indiana. (a copy of Said lease agreement is attached hereto and made a part hereof)

The terms and conditions by which Broker and Owner shall operate are subject to the following:

1. Tenants have individual leases setting out provisions for the use and occupancy of the premises. The lease between tenant and owner will be superior to the agreement between Broker and Owner.
2. Broker shall not have authority to enter into any lease or rental agreement on Behalf of the Redevelopment Commission without the written approval of the commission.

ADDENDUM 2

This Addendum is made by and between the Highland Redevelopment Commission and Rose Real Estate and attached to and made a part of two Real Estate Management Agreements. The first agreement between the two parties states that Rose Real Estate will provide Management Services for properties located at 2813 and 2815 Jewett Street. The second agreement provides Management Services for 8620 Kennedy Avenue, Units #1, #2, and #3.

Collection and Payment System

The Indiana State Board of Accounts and the State enabling law require total amounts of rents due to be paid to the town. Therefore, upon receipt by the town of all monthly rents and an invoice for management fees, Rose Real Estate will be reimbursed for those management fees. The process will be as follows:

1. Rose Real Estate will receive monthly rental payments from all lessees.
2. Rose will provide a check to the town that will include all rental payments from all lessees for the month, along with an invoice for their management fees for that month.
3. Rose's invoice for their management fees will include a written breakdown of all individual rental payments.
4. The town will reimburse Rose Real Estate once a month for their management fees.

REDEVELOPMENT COMMISSION
Meeting Schedule—2017

<u>1st Monday of Month</u>	<u>3rd Monday of the Month</u>
7:30 PM Study Session	7:30 PM Study Session 8:00 PM Public Meeting (Study Session follows if necessary)
January 25, 2017 (former schedule)	January 11, 2017 (former schedule)
February 22, 2017 (former schedule)	February 8, 2017 (former schedule)
	March 6, 2017 (Special Public Mtg.)
	March 20, 2017
April 3, 2017	April 17, 2017*
May 1, 2017	May 15, 2017
June 5, 2017	June 19, 2017
July 3, 2017*	July 17, 2017
August 7, 2017	August 21, 2017
September 4, 2017*	September 18, 2017
October 2, 2017	October 16, 2017
November 6, 2017	November 20, 2017
December 4, 2017	December 18, 2017

*Holidays fall on this day or the day before or after.

**THE TOWN of HIGHLAND
REDEVELOPMENT COMMISSION RESOLUTION NO. 2017-06**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION
APPROVING AN AGREEMENT FOR LEGAL SERVICES TO THE HIGHLAND
REDEVELOPMENT COMMISSION FOR 2017**

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

Whereas, Redevelopment Activities includes performing all acts incident to the statutory powers and duties of a redevelopment commission; and

Whereas, The Redevelopment Commission may adopt rules and by-laws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission is authorized to negotiate and enter into contract by statute; and

Whereas, The Redevelopment Commission needs legal advice to carry out its duties; and,

Now Therefore Be it hereby Resolved by the Highland Redevelopment Commission, Lake County, Indiana:

That it is in the best interest of the Town to enter into a Legal Agreement with Tauber Law Offices for the year 2017 at an hourly rate of one hundred and ninety dollars (\$190) per hour.

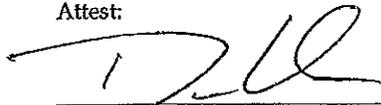
DULY, PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 8th day of March, 2017 having passed by a vote of 5 in favor and 0 opposed.

**REDEVELOPMENT COMMISSION of the
TOWN of HIGHLAND, INDIANA**



Bernie Zemen, President

Attest:



Dan Vassar, Secretary



March 20, 2017

Mr. Bernie Zemen, President
Highland Redevelopment Commission
3333 Ridge Road
Highland, IN 46322

Re: Town of Highland Redevelopment Commission

Dear Bernie:

We are pleased that the Highland Redevelopment Commission (the "Commission") has asked Tauber Law Offices to serve as its counsel for the ensuing year. This letter will describe the basis upon which our firm will provide legal services to the Commission. Accordingly, we submit for the Commission's approval the following provisions governing our engagement. If the Commission is in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, do not hesitate to call. Again, we are pleased to have the opportunity to serve the Commission.

Client; Scope of Representation. Our client in this matter will be the Highland Redevelopment Commission. We will be engaged to advise the Commission in connection with all matters including any litigation and/or condemnation proceedings. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.

Fees. Our fees are based primarily upon the time expended by our attorneys and paralegals on the engagement, including attorney and paralegal travel time which is charged at regular hourly rates. Attorneys and paralegals have been assigned hourly rates based upon their experience and level of expertise. The rates of those attorneys likely to work on this matter are \$190.00 per hour. Our hourly rates are reviewed annually and may be increased from time to time. Attorney Rhett L. Tauber shall have the primary responsibility for handling matters on behalf of the Commission, and may be assisted from time to time by Tara K. Tauber or Jared R. Tauber.

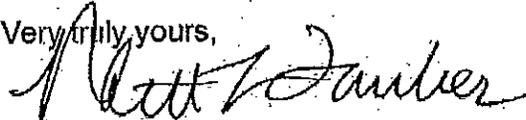
Additional Standard Terms. Our engagement is also subject to the policies included in the enclosed memorandum.

We appreciate the opportunity to represent the Commission. If these terms of our engagement are acceptable to the Commission, please return a signed copy of this letter to me in the enclosed envelope. Our representation of the Commission will commence upon receipt of the signed engagement letter.

Highland Redevelopment Commission
March 20, 2017
Page 2

We look forward very much to working with the Commission for the ensuing year.

Very truly yours,



Rhett L. Tauber, Esq.

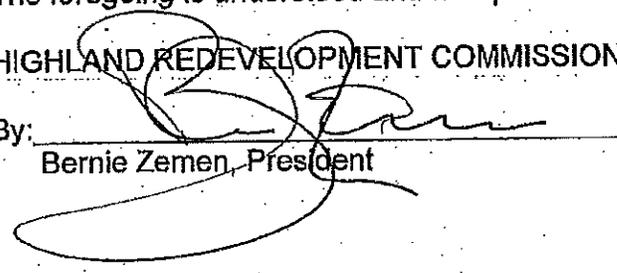
Email: rtauber@tauberlaw.com

RLT/aw
Enclosures

The foregoing is understood and accepted:

HIGHLAND REDEVELOPMENT COMMISSION

By: _____



Bernie Zemen, President

TAUBER LAW OFFICES
ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENT

1. **Expenses.** Expenses we incur on the engagement are charged to the Commission's account. Expenses include such items as court costs, charges for computerized research services and hard copy document reproductions, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.
2. **Monthly Statements.** Unless a different billing period is agreed upon with the Commission, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses.
3. **Litigation Matters.** If this engagement involves litigation, the Commission may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Commission's express consent. We require the Commission's active participation in all phases of the case.
4. **Termination.** The Commission has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Commission reasonable notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us. Upon payment to us of any balance due for fees and expenses, we will return to the Commission, or to whomever the Commission directs, any property or papers of the Commission in our possession. We will retain our files pertaining to any matters on which we have been engaged to represent the Commission.
5. **Authorization.** By the Commission's agreement to these terms of our representation, the Commission authorizes us to take any and all action we deem advisable on the Commission's behalf on this matter. We will, whenever possible, discuss with the Commission in advance any significant actions we intend to take.

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
)
County of Lake) SS:

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of Tauber Law Offices, hereinafter called "Contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the Contractor does not knowingly employ an unauthorized alien.

FURTHER, AFFIANT SAYETH NOT.

Signed: *Rhett L. Tauber*, Affiant.
RHETT L. TAUBER

Certificate of Notary

On this 30th day of March, 2015, before me personally came and appeared **the affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Annette M. Weiner
Annette M. Weiner, Notary Public

My Commission Expires: 01/22/24
County of Residence: Lake



**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO
CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF HIGHLAND
(As required by Indiana SEA 590, effective July 1, 2011)**

INSERT THE FOLLOWING FOR PUBLIC CONTRACTS FOR PUBLIC WORKS OR SERVICES:

Verification of Work Eligibility Status

1. I, Rhett L. Tauber (hereinafter called "Contractor") understands and agrees that:
 - (A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.
 - (B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "*E-Verify program*" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and
2. An authorized representative of the Contractor has signed the attached Affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Affidavit pursuant to IC 22-5-1.7-11

The relevant law:

IC 22-5-1.7-2 "Contractor"

Sec. 2. As used in this chapter, "contractor" means a person that:

- (1) has entered into; or
- (2) is attempting to enter into;

a public contract for services with a state agency or political subdivision.

IC 22-5-1.7-6 "Public contract for services"

Sec. 6. As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.

IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program

Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:

- (1) the public contract contains:
 - (A) a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
- (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

**TOWN of HIGHLAND
REDEVELOPMENT COMMISSION
RESOLUTION NO. 2017-08**

A RESOLUTION OF THE REDEVELOPMENT COMMISSION ADOPTING RULES AND REGULATIONS PURSUANT TO ITS AUTHORITY UNDER IC 36-7-14-8(c) AND (d).

WHEREAS, The Town of Highland has established a Redevelopment Department governed by the provisions of IC 36-7-14 et seq., enabled and locally adopted by Chapter 14.10 of the Highland Municipal Code;

WHEREAS, The Redevelopment Commission is empowered to adopt the rules and bylaws it considered necessary for the proper conduct of their proceedings, the carrying out of their duties, and the safeguarding of the money and property placed in their custody, pursuant to IC 36-7-14-8(d) and Section 14.10.060(C) of the Highland Municipal Code;and,

WHEREAS, The Redevelopment Commission by rule or resolution authorize the treasurer to make certain types of disbursements before the redevelopment commission's allowance and approval at its next regular meeting,

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

Section 1. That for the expenses the Redevelopment Department, the payments set forth in Chapter 3.10 of the Highland Municipal Code as it may be amended from time to time, are hereby adopted and approved for and applicable to the Redevelopment Department, except those described in the following sections: 3.10.010(a)(12)(a), (b), (c), (d), (e), and (g);

Section 2. That in addition to those expenses described in Section 1 of this resolution, the following payments may be made by the Clerk-Treasurer in advance of allowance by the Redevelopment Commission:

(A) Payments made for property management services provided the payments are made in consequence of an agreement approved by the Redevelopment Commission;

Section 3. Voucher Required. Each payment of expenses outlined in this resolution must be supported by a fully itemized accounts payable voucher;

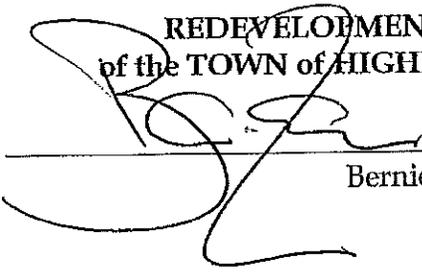
Section 4. Timely Review. The Redevelopment Commission shall review and allow the payment at the Commission's next regular meeting following the preapproved payment of the expense.

Section 5. That the provisions of this resolution shall be effective upon the passage and adoption of this resolution.

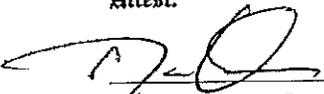
Section 6. That the Clerk-Treasurer is hereby authorized to extract this resolution in its substantive parts and take steps that they be compiled into a complete and simplified version, excluding its preambles or formal recitals, and placed in the Rules and Regulations Section of the Highland Municipal Code.

DULY RESOLVED and ADOPTED this 20th Day of March 2017 by the Redevelopment Commission of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

REDEVELOPMENT COMMISSION
of the TOWN of HIGHLAND, INDIANA


Bernie Zemen, President

Attest:


Dan Vassar, Secretary

**THE TOWN of HIGHLAND
REDEVELOPMENT COMMISSION RESOLUTION No. 2017-09**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION
AUTHORIZING and APPROVING AN EXPENDITURE FOR HIGHLAND MAIN
STREET BUREAU'S MURAL GRANT WITH SUPPLIES**

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

Whereas, Redevelopment Activities includes performing all acts incident to the statutory powers and duties of a redevelopment commission; and

Whereas, The Redevelopment Commission may adopt rules and by-laws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission shall re-plan and dispose of the blighted areas in the manner that best serves the social and economic interests of the unit and its inhabitants; and,

Whereas, The Highland Town Council established the Highland Main Street Bureau under the Highland Redevelopment Commission with Ordinance 1489 on February 28, 2011, in order to restore, revitalize, and promote the downtown of Highland; and

Whereas, The Redevelopment Commission through its Highland Main Street Bureau encourages tourist and residents to purchase goods and services in order to sustain the downtown; and

Whereas, The Redevelopment Commission would like to assist the Highland Main Street Bureau with its efforts to market the downtown to improve the quality of life, and

Whereas, The Redevelopment Commission shall expend an amount not to exceed \$500.00 for a mural grant to an artist and up to \$700.00 for mural supplies to increase tourism and stability in the downtown;

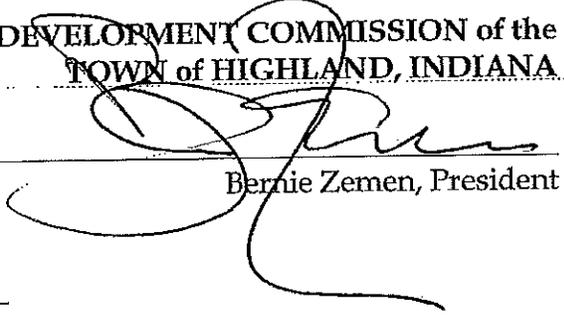
Now Therefore Be it hereby Resolved by the Highland Redevelopment Commission, Lake County, Indiana;

That the Redevelopment Commission hereby finds and determines as follows:

- a) The Redevelopment Commission is charged with the redevelopment of the town of Highland in order to best serve the social and economic interests of its residents;
- b) The Redevelopment Commission through it's Highland Main Street Bureau recognizes the need to attract tourists and residents alike to the downtown to create stability and growth;
- c) The Redevelopment Commission would like to assist the Highland Main Street Bureau with its revitalization efforts; and;
- d) The Commission has funds, not to exceed \$500 for a grant to an artist to provide a mural in the downtown and up to \$700 for mural supplies.

DULY, PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 20th day of March, 2017 having passed by a vote of 5 in favor and 0 opposed.

REDEVELOPMENT COMMISSION of the
TOWN of HIGHLAND, INDIANA


Bernie Zemen, President

Attest:



Dan Vassar, Secretary

**REDEVELOPMENT COMMISSION
TOWN OF HIGHLAND
RESOLUTION NO. 2017-10**

A RESOLUTION EXPRESSING THE INTEREST OF THE REDEVELOPMENT COMMISSION IN OPTIONING AND/OR MAKING A PURCHASE OF REAL PROPERTY LOCATED AT 2712, 2716, 2720, 2736 & 2733 CONDIT AVENUE, 8600 KENNEDY AVENUE, AND 2726 GARFIELD STREET AND AUTHORIZING APPRAISALS ON THIS PROPERTY, PURSUANT TO IC 36-7-14-12.2(A) (1) AND IC 36-7-14-12.2(A)(12) AND WILL CONTRACT THOSE APPRAISALS WITH BOCHNOWSKI APPRAISAL COMPANY AND GORDONA BAUHAN/MICHAEL GOLUMBECK

Whereas, the Highland Redevelopment Commission (the "Commission"), governing body of The Town of Highland Department of Redevelopment (the "Department"), and the Redevelopment Area of the Town of Highland, Indiana (the "Redevelopment Area"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953 which has been codified in IC 36-7-14, as amended from time to time (the "Act") and

Whereas, the Commission is interested in optioning and/or acquiring certain real estate, legally described as:

HIGHLAND L.2 BL.11 W. 25 FT. L.3 BLOCK 11 in the Town of Highland, Lake County, Indiana, more commonly known as 2712 Condit Avenue (parcel #45-07-21-330-002.000-026); and

HIGHLAND EX. W. 25FT. L.3 BLOCK 11 in the Town of Highland, Lake County, Indiana, more commonly known as 2716 Condit Avenue (parcel #45-07-21-330-003.000-026); and

HIGHLAND W. 25 FT. L.4 BLOCK 11 in the Town of Highland, Lake County, Indiana, more commonly known as 2720 Condit Avenue (parcel #45-07-21-330-004.000-026); and

HIGHLAND E. 25FT. L.4 BL.11 ALL LOTS 5, 6 & 7 BLOCK 11 in the Town of Highland, Lake County, Indiana, more commonly known as 2736 Condit Avenue (parcel #45-07-21-330-005.000-026); and

WOLAK ADDITION LOTS 1 & 2 in the Town of Highland, Lake County, Indiana, more commonly known as 2733 Condit Avenue (parcel #45-07-21-327-015.000-026); and

TSC ADDITION LOT 2 in the Town of Highland, Lake County, Indiana, more commonly known as 8600 Kennedy Avenue (parcel #45-07-21-327-022.000-026); and

TSC ADDITION LOT 1 in the Town of Highland, Lake County, Indiana, more commonly known as 2726 Garfield Street (parcel #45-07-21-327-023.000-026); and **Whereas**, Pursuant to IC 36-7-14-12.2(a)(1), the Commission shall pass a resolution to the effect that it is interested in optioning and/or making a purchase of specified land and structure and shall appoint two (2) appraisers to appraise the market value of the land and structure; and

Whereas, The Commission will engage appraisal services of trained and licensed brokers under IC 36-7-14-12.2(a)(12) to appraise the fair market value of the properties located at 2712, 2716, 2720, 2736, & 2733 Condit Avenue, 8600 Kennedy Avenue, and 2726 Garfield Street; and

Whereas, the Commission has received engagement letter from two appraisal companies, Bochnowski Appraisal Company and Gordona Bauhan/Michael Golumbeck for \$8400.00 and \$7,500, respectively; and

Whereas, The Commission now desires to express its interest to option and/or purchase said real properties and to approve appraisals for the properties.

Now Therefore Be it Resolved by the Commission of the Town of Highland, Lake County, Indiana;

Section 1. That the Commission hereby expresses its interest to option and/or purchase real property located at 2712, 2716, 2720, 2736 & 2733 Condit Avenue, 8600 Kennedy Avenue, and 2726 Garfield Street pursuant to IC 36-7-14-12.2(a)(1);

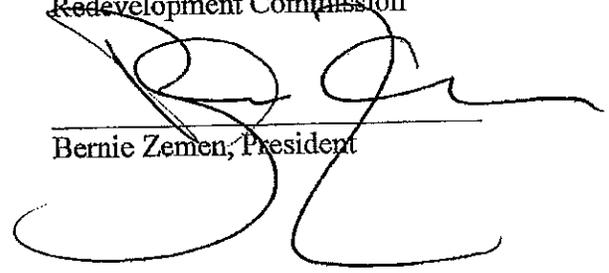
Section 2. That the Commission hereby authorizes the appraisals for real property located at 2712, 2716, 2720, 2736 & 2733 Condit Avenue, 8600 Kennedy Avenue, and 2726 Garfield Street;

Section 3. That the Commission will engage Bochnowski Appraisal Company and Gordona Bauhan/Michael Golumbeck to perform the said appraisals for \$8400.00 and \$7,500.00, respectively;

Section 4. That the Municipal Fiscal Officer is hereby authorized to expend Commission funds to pay for said appraisals.

Duly, Passed and Adopted by the Redevelopment Commission of the Town of Highland, Lake County, Indiana this 20th day of March, 2017 having passed by a vote of 5 in favor and 0 opposed.

Town of Highland
Redevelopment Commission

A large, stylized handwritten signature in black ink, appearing to be 'BZ', written over a horizontal line.

Bernie Zemen, President

ATTEST:

A handwritten signature in black ink, appearing to be 'DV', written over a horizontal line.

Dan Vassar, Secretary

BOCHNOWSKI APPRAISAL COMPANY

8152 Kennedy Avenue
Highland, IN 46322
Web site: www.bochnowskiappraisal.com

Ph: (219) 923-1602
Fax: (219) 923-1802
Email: tsbochn@comnetcom.net

March 15, 2017

Town of Highland
Ms. Cecile Petro, Highland Redevelopment Director
3333 Ridge Rd
Highland, IN 46322

RE: Restricted Appraisal of real estate of multiple properties: 2712, 2716, 2720, 2733, & 2736 Condit St., and 8600 Kennedy Ave in Highland.

This is an engagement letter and proposal for the appraisal of the above referenced properties. This appraisal shall be prepared for the Town of Highland Redevelopment Commission c/o Cecile Petro, the intended user, and the intended use for potential acquisition purposes. *The restricted appraisal report is provided when the intended users of the report do not include parties other than the client and the restricted report content and level of information are sufficiently adequate for the intended use of the report.* Written authorization is necessary before releasing the report to any other party. Bochnowski Appraisal Company is not responsible for unintended or unauthorized use of its appraisals.

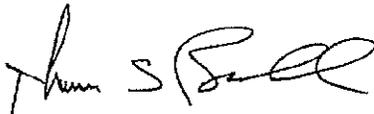
- The purpose of the appraisals is to estimate the Market Value of the subject properties.
- The effective date of the appraisals will be the date of inspection, unless otherwise stated.
- The Restricted Appraisals will be prepared in accordance to the 2016-2017 Uniform Standards of Professional Appraisal Practice (USPAP).
- The reports are prepared subject to certain general assumptions which shall be provided in advance upon request.
- The appraisal reports will be completed within 45-60+- Days after the inspection of the subject property.
- One original copy of the report will be provided.

The fee for the proposed appraisals is \$ 8,400 (Eight Thousand Four Hundred Dollars). This proposal including quoted fees and lead time expires in 5 days from the date of the engagement letter. ~~50% deposit is due of \$4,200 with balance due upon completion.~~ A service charge of 1.5% per month (which is an Annual Percentage Rate of 18%) will be added to all invoices more than 30 days overdue. Failure to make full payment on time can result in collection and legal actions.

Please be advised the liability of the appraiser is limited to the client only and the maximum liability relating to the valuation services shall be limited to the fee paid to the appraiser.

By your signature, you agree to pay any court costs, collections, reasonable attorney fees, and liability conditions. The preparation of this will proceed upon receipt of a signed copy of this letter and deposit. If you have any questions or concerns regarding this engagement letter, please call.

Respectively submitted,



Thomas S. Bochnowski
Indiana Certified General Appraiser
Bochnowski Appraisal Company

*Per
Town
Bochnowski
3-16-17*

BOCHNOWSKI APPRAISAL COMPANY

8152 Kennedy Avenue
Highland, IN 46322
Web site: www.bochnowskiappraisal.com

Ph: (219) 923-1602
Fax: (219) 923-1802
Email: tsbochn@comnetcom.net

March 15, 2017

Town of Highland
Ms. Cecile Petro, Highland Redevelopment Director
3333 Ridge Rd
Highland, IN 46322

Summary Breakdown of the Multiple Properties in Highland, Indiana to be Appraised:

Address	Type	GBA	Age	Site Size	Zoned	Appraisal Fees
1.) 2712 Condit Street	Tavern	5,000'+-	(1957)	12,200'+-	I-1	\$1,500
2.) 2716 Condit Street	Commercial	2,161'+-	(1961)	25' x 157'+-	I-1	\$ 800
3.) 2720 Condit Street	Commercial	1,752'+-	(1969)	25' x 157'+-	I-1	\$ 800
4.) 2736 Condit Street	Com/Garage	13,875'+-	(1951)	175' x 157'+-	I-1	\$2,000
5.) 2733 Condit Street	1 & 2S/Com/Grge	5,520'+-	(1990)	175' x 155'+-	I-1	\$1,500
6.) 8600 Kennedy Ave	Commercial	3,282'+-	(1947)	95' x 125'	B-2	\$1,000
6A.) 8600 Kennedy Ave	Vacant Land	NA	NA	115' x 275'	I-1	\$ 800
Combined Total Appraisal Fee						\$8,400

Deposit Due 50% (\$4,200) with signed engagement letter

Engagement Letter Accepted: *Cecile Petro* 3-22-17

Title: Redevelopment Director
Client's Signature

Date

ENGAGEMENT LETTER

Date 03/08/2017
Client Highland Redevelopment Commission
Address 3333 Ridge Road Highland, IN 46322

RE: Appraisal of SEE ATTACHED ADDENDUM

Dear Cecile Petro

Pursuant to your request, we are happy to submit a proposal for the appraisal of the property located at SEE ATTACHED ADDENDUM

The appraisal shall be prepared for Highland Redevelopment Commission and is for the sole and exclusive use of Highland Redevelopment Commission. We request that you seek our written authorization before releasing the report to any other party.

The assignment will be to formulate an opinion of market value for the property. The legal property appraised would be the Fee Simple interest. The property will be valued as of Day of Observation.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Attached to this letter you will find a copy of our Statement of Limiting Conditions and Appraiser's Certification which are attached to all appraisals prepared by this office. Please review and initial each attached page and return the executed copy to us indicating your acceptance and approval of our Limiting Conditions and Appraiser's Certification.

The estimated completion date of the appraisal is 03/29/2017

We can only complete the appraisal by this date if we receive from you in a timely manner any relevant information needed for the preparation of the report. In order to complete this appraisal, the following information will be needed:

- THIS WILL BE A RESTRICTED, NARRATIVE APPRAISAL REPORT.
-SALES COMPARISON AND INCOME APPROACH TO VALUE WILL BE DEVELOPED.
-APPRAISAL WILL BE COMPLETED BY MICHAEL GOLUMBECK AND GORDONA BAUHAN WHOSE LICENSE(S) AND RESUME(S) HAVE BEEN INCLUDED.

We will furnish you with 1 copies of the appraisal report. Our fee for this appraisal will be \$ SEE ATT. This fee does include the cost of certain expenses that may be incurred in the preparation of the report. If expenses are not included, a bill for these expenses will be provided to you upon completion of the report.

- A retainer in the amount of \$ must be paid to this office before we can commence the preparation of this report.
A bill for the \$ THE appraisal fee will be presented and immediate payment will be requested at the time the report is completed.
A bill for the appraisal fee of \$ along with any other expenses incurred will be presented to you along with the completed report.

We will proceed with the preparation of this appraisal upon receipt of a signed copy of this letter and an initialed copy of the Statement of Limiting Conditions and Appraiser's Certification. If you have any questions about anything contained in this letter or in any of the attachments, please give us a call.

Sincerely, [Signature]
Michael E Golumbeck

Engagement Letter Accepted:
[Signature] 3-22-17
(client signature) (date)

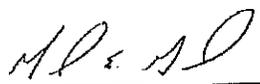
Attached Addendum

File No.

Borrower				
Property Address	8608 Kennedy Ave		County	State IN Zip Code 46322
City	Highland			
Lender/Client	Highland Redevelopment Commission			

FEE QUOTE REQUESTED FOR PROPERTIES TO BE APPRAISED:

-8608 KENNEDY AVENUE	FEE: \$ 1,000.00
-2712 CONDIT STREET	FEE: \$ 1,200.00
-2716 CONDIT STREET	FEE: \$ 750.00
-2720 CONDIT STREET	FEE: \$ 750.00
-2736 CONDIT STREET	FEE: \$ 1,200.00
-8600 KENNEDY AVENUE (BOTH PROPERTIES)	FEE: \$ 1,400.00
-2733 CONDIT STREET	FEE: \$ 1,200.00

Signature 

Name Michael E. Columbeck

Date Signed 03/19/2017

State Certification # CR60700647 State IN

Or State License # _____ State _____

Signature 

Name Cecile L. Petro

Date Signed 3-22-17

State Certification # _____ State _____

Or State License # _____ State _____

Appraisal License - Page 1

Welcome to Indiana Licensing

Page 1 of 2



Payment Receipt

If you paid for a certificate, it will be mailed on the next business day. You may use the certificate below as a temporary until your order arrives.

If you selected the Free Certificate Printout, print and cut out the certificate below.



Indiana Professional Licensing Agency
 402 W. Washington Street, Room W072
 Indianapolis, IN 46204

Michael Golumbeck

CR60700647

has completed all requirements for licensure in Indiana as a

CERTIFIED RESIDENTIAL APPRAISER

Expiring

June 30, 2018

To check the current status and expiration date for this license, please visit
<http://mylicense.in.gov/eVerification>

Michael R. Pence
 Governor
 State of Indiana

Dorothy J. Frye
 Executive Director
 Professional Licensing Agency



Indiana Professional Licensing Agency

Michael Golumbeck

CERTIFIED RESIDENTIAL APPRAISER

CR60700647

Expiration Date: 6/30/2018

To verify the current status and expiration date for this license, please visit
<http://mylicense.in.gov/eVerification>

https://mylicense.in.gov/egov/PaymentResult.aspx?answer=processed&payment_id=0... 6/27/2016

Resume

MICHAEL GOLUMBECK
 118 Kennedy Avenue Schererville, IN 46375
 219-322-3445/mgolumbeck@southshoreappraisals.net

QUALIFICATIONS

- Certified Residential Appraiser Indiana/Illinois
- Director of Operations at South Shore Appraisals
- Manage daily activities, including monitoring two appraiser associates
- Develops and maintains business relationships with local banking institutions

EXPERIENCE

- President, Golumbeck and Associates LLC/dba South Shore Appraisals 2002-Present**
- Appraise single family residential, vacant land, and multi-unit properties
- Staff Appraiser, Martinez Sharmat and Associates 2011-Present**
- Appraise multi-unit, commercial, and investment properties.

EDUCATION

Saint Joseph's College, Rensselaer, Indiana
 B.S. Finance and Economics (1997)

APPRAISAL COURSES:

- Principals of Real Estate Appraising/Appraisal Procedures (2002)
- USPAP Rules and Regulations/USPAP National Update (2002/Current)
- Indiana Laws and Regulations (2002)
- Basic Income Capitalization for Non-Residential Properties (2007)
- Real Estate Finance Statistics and Valuation Modeling (2008)
- General Appraiser Sales Comparison Approach (2010)
- General Appraiser Site Valuation and Cost Approach (2011)
- General Appraiser Income Approach 1 (2011)
- General Appraiser Income Approach 2 (2011)
- General Appraiser Market Analysis and Highest and Best Use (2011)
- General Appraiser Report Writing and Case Studies (2011)
- Apartment Appraisals-Concepts and Applications (2011)
- Supervisory Appraiser Training Course (2013)
- Appraisal Institute Business Practices and Ethics (2013)
- Comprehensive Review of Appraisal Concepts (2014)
- Advanced Highest and Best Use-Market Analysis (2015)
- FHA Current Appraisal Requirements (2015)

PROFESSIONAL DESIGNATION

- Practicing Affiliate of the Appraisal Institute
- Member of Illinois Coalition of Appraisal Professionals (ICAP)
- Member of Indiana Association of Real Estate Appraisers

Appraisal License



Indiana Professional Licensing Agency
Real Estate Appraiser Board
402 West Washington St., Room W072, Indianapolis, IN 46204 (317) 234-3009

Certified General Appraiser License

License Number	Expiration Date	License Status
CG41600041	06/30/2018	Active

Gordona M Bauhan
4581 Hillcrest Ct.
Crown Point IN 46307

Michael R. Pence
Michael R. Pence
Governor
State of Indiana

Deborah J. Frye
Deborah J. Frye
Executive Director
Indiana Professional Licensing Agency

Resume

Gordona Bauhan

4581 Hillcrest Ct, Crown Point, IN 46307 | (219) 743-7655 | gordonab@comcast.net

Appraiser Licensure

CERTIFIED GENERAL REAL ESTATE APPRAISER, LICENSED IN INDIANA, ILLINOIS, WISCONSIN, MICHIGAN

Professional Experience Highlights

COMMERCIAL APPRAISER | JLL VALUATION AND ADVISORY SERVICES (FKA IRR REALTY RESOURCES), CHICAGO, IL
JUNE 2016-FEBRUARY 2017

- Prepare appraisal reports for retail, office, industrial, multi-family and special use properties
- Prepare commercial narrative appraisal reports for a variety of clients, including banks, REITS, private investors, and individuals

COMMERCIAL APPRAISER TRAINEE | MARTINEZ, SHARMA & ASSOCIATES, LANSING, IL | DECEMBER 2012-2016

- Prepare appraisal reports for retail, office, industrial, multi-family and special use properties
- Assist supervisor in all appraisal components, including inspection, Market Analysis, Highest & Best Use, Approaches to Value and Reconciliation
- Experience with Narrative and Form Reports

DIRECTOR OF EDUCATION/TRACHER | SYLVAN LEARNING CENTER, MERRILLVILLE, IN | JANUARY 2009-AUGUST 2012

- Managed daily operation of all center activities and programs
- Ensured quality of educational programs and compliance with state and corporate academic standards
- Duties included teaching, evaluation, conferencing, and staff development

TEACHER | GRIFFITH PUBLIC SCHOOLS, GRIFFITH, IN | AUGUST 2001-JUNE 2005

- Secondary Math teacher for High School and Middle School, implementing state standards and school improvement goals for student achievement
- Academic Competitions coach and facilitator

DESIGN ENGINEER | BOEING AEROSPACE, DEATTLE, WA; BOEING MILITARY, WICHITA, KS | JUNE 1984-NOVEMBER 1989

- B-757 /767 Design modification group, Commercial Nacelle Division
- YF-22 Prototyped Design; Manufacturing Liaison Engineer; CREST ejection seat experimental design

Education

APPRAISER QUALIFYING EDUCATION | APPRAISAL INSTITUTE | MCKISSOCIC

- Basic Appraisal Principles
- Basic Appraisal Procedures
- 15-Hour USPAP
- Statistics, Modeling & Finance
- Market Analysis/Highest and Best Use
- Sales Comparison Approach
- Income Approach I
- Income Approach II
- Site Valuation and Cost Approach
- Report Writing & Case Studies
- General Appraisal Review
- General Appraisal Expert Witness

BACHELOR OF SCIENCE, MECHANICAL ENGINEERING | PURDUE UNIVERSITY CALUMET, HAMMOND, IN

BACHELOR OF SCIENCE, MATHEMATICS | MISSISSIPPI UNIVERSITY FOR WOMEN, COLUMBUS, MS

Professional Affiliation

APPRAISAL INSTITUTE, CHICAGO CHAPTER | CANDIDATE FOR DESIGNATION

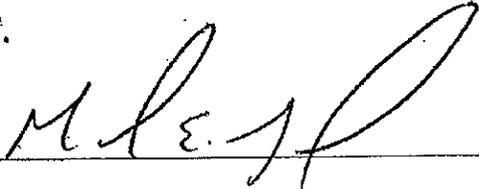
**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
)
County of Lake) SS:

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of (Notary of Separate Jurisdiction), hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

FURTHERETH AFFIANT SAYETH NOT.

Signed: , Affiant.

Certificate of Notary

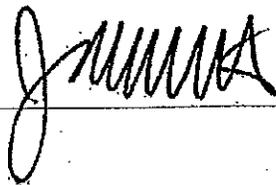
On this 11th day of April, 2018⁷, before me personally came and appeared the affiant herein named, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 5/6/24

County of Residence: Lake



 NOTARY

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO
CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF HIGHLAND
(as required by Indiana SEA 590, effective July 1, 2011)**

**INSERT THE FOLLOWING FOR PUBLIC CONTRACTS FOR PUBLIC WORKS OR
SERVICES:**

Verification of Work Eligibility Status

1. SOUTH STAR ANALYSIS (hereinafter called
"Contractor") understands and agrees that:

(A) it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2: An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Affidavit pursuant to IC 22-5-1.7-11

The relevant law:

IC 22-5-1.7-2 "Contractor"

Sec. 2. As used in this chapter, "contractor" means a person that:

- (1) has entered into; or
- (2) is attempting to enter into;

a public contract for services with a state agency or political subdivision.

IC 22-5-1.7-6 "Public contract for services"

Sec. 6. As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.

IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program

Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:

- (1) the public contract contains:
 - (A) a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and

(2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
)
County of Lake) SS:

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of Bochnowski Appraisal Company, herein after called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

FURTHERETH AFFIANT SAYETH NOT.

Signed: *Jan S. Bell*, Affiant.

Certificate of Notary

On this 24 day of MARCH, 2017, before me personally came and appeared the affiant herein named, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: 6/17/2023

County of Residence: LAKE

(seal)

William J. Kozkowski
William J. Kozkowski NOTARY

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO
CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF HIGHLAND
(as required by Indiana SEA 590, effective July 1, 2011)**

INSERT THE FOLLOWING FOR PUBLIC CONTRACTS FOR PUBLIC WORKS OR SERVICES:

Verification of Work Eligibility Status

1. Bochnowski Appraisal Company, (hereinafter called "Contractor") understands and agrees that:

(A) it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

RESOLUTION NO. 2017-11
RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION AUTHORIZING A CONTRACT WITH INDOOR
ENVIRONMENTAL SOLUTIONS FOR ASBESTOS TESTING AT
8610, 8612, & 8620 KENNEDY AVENUE.

WHEREAS, the Highland Redevelopment Commission (the "Commission"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act in I.C. 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Highland Redevelopment Commission is authorized to negotiate and enter into contracts by statute; and

WHEREAS, the Highland Redevelopment Commission has requested one proposal to test for asbestos within commercial properties located at 8610, 8612, and 8620 Kennedy Avenue owned by the Redevelopment Commission; and

NOW, THEREFORE, be it resolved as follows:

That it is in the best interest of the Town and Redevelopment
Area I to enter into a contract with Indoor Environmental
Solutions located at 3211 Ridge Road, Highland, IN 46322
for asbestos testing in an amount not to exceed \$900.00.

Adopted and approved at a meeting of the Highland Redevelopment Commission held on the 20th day of March, 2017 having passed by a vote of 5 in favor and 0 opposed.

HIGHLAND REDEVELOPMENT COMMISSION

BY: _____

Bernie Zemen, President

ATTEST: _____

Dan Vassar, Secretary

RESOLUTION NO. 2017-12

RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION AUTHORIZING A CONTRACT WITH
ACTIN Contracting, LLC FOR THE DEMOLITION OF
8610, 8612, 8616, + 8620 KENNEDY AVENUE

WHEREAS, the Highland Redevelopment Commission (the "Commission"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act in I.C. 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Highland Redevelopment Commission is authorized to negotiate and enter into contracts by statute; and

WHEREAS, the Highland Redevelopment Commission has requested, received and reviewed proposals for demolition of commercial properties owned by the Redevelopment Commission at the following locations:

- 8610 Kennedy Avenue
- 8612 Kennedy Avenue
- 8616 Kennedy Avenue
- 8620 Kennedy Avenue

NOW, THEREFORE, be it resolved as follows:

That it is in the best interest of the Town and Redevelopment Area I to enter into a contract with ACTIN Contracting to demolish these commercial buildings, remove the debris, and backfill site to grade for an amount not to exceed \$49,130.00.

Adopted and approved at a meeting of the Highland Redevelopment Commission held on the 20th day of March, 2017 having passed by a vote of 5 in favor and 0 opposed.

HIGHLAND REDEVELOPMENT COMMISSION

BY:


Bernie Zemen, President

ATTEST:


Dan Vassar, Secretary

ACTIN Contracting, LLC

1102 E Columbus Drive
P.O. Box 518
East Chicago, IN 46312
Phone: (219) 397-5020

Fax No: (219) 397-5028

Proposal No. T1703-117-2
Sheet No. 01 of 01
Date: 03/17/2017
Estimator: Steve Kallay

Proposal Submitted To:

Town of Highland
Department of Redevelopment
3333 Ridge Rd
Highland, IN 46322

Work To Be Performed At:

Town Theatre
Highland, Indiana

We hereby propose to furnish all equipment, labor, supervision, trucking, and dumping fees necessary for the completion of the following scope of work: Building demolition, removal of debris from site, and backfill site to grade.

TEARING DOWN, LOADING AND REMOVAL OF DEBRIS FROM THE ABOVE MENTIONED LOCATION. THE COST IS TO INCLUDE TRUCKING, DUMP FEES, INSURANCE, EQUIPMENT, LABOR, MATERIALS, AND MISCELLANEOUS ITEMS. ALL WORK IS TO BE PERFORMED IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS. THIS PROPOSAL DOES NOT INCLUDE ANY ASBESTOS, UNDERGROUND STORAGE TANKS OR HAZARDOUS MATERIAL REMOVAL, SHOULD ANY BE DISCOVERED. WE RESERVE THE RIGHTS TO ALL SALVAGE.

ALL UTILITIES MUST BE PERMANENTLY DISCONNECTED PRIOR TO DEMOLITION

All material is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specifications submitted for the above work and will be completed in a substantial workmanlike manner for the sum of:

Demolition of 8616 Kennedy Ave (former Town Theatre), 8612 Kennedy, and 8610 Kennedy Ave -- \$ 35,700.00

Demolition of 8620 Kennedy Ave, 8616 Kennedy Ave (former Town Theatre), 8612 Kennedy Ave, and 8610 Kennedy Ave ----- \$ 47,630.00

Demolition of 8616 Kennedy Ave (former Town Theatre), 8612 Kennedy Ave, 8610 Kennedy Ave at one time and 8620 Kennedy Ave at a later date ----- \$ 49,130.00

One at a time:

8610 Kennedy Ave -----	\$ 5,100.00
8612 Kennedy Ave -----	\$ 11,475.00
8616 Kennedy Ave -----	\$ 19,125.00
8620 Kennedy Ave -----	\$ 13,430.00

The above prices are subject to change depending on unforeseen circumstances that may arise during completion of demolition.

Payment to be made as follows:
PAID UPON COMPLETION

Interest will be assessed at the rate of one and one-half (1 1/2) percent per month on all amounts due and owing over (30) days. Reasonable attorney fees and costs will be added if your account is placed in collection.

Any alterations or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on the above work is to be taken out by:

Actin Contracting, LLC

Respectfully submitted: Actin Contracting, LLC

NOTE: This proposal may be withdrawn by us if not accepted within 60 (Sixty) days.

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO CONTRACT
FOR SERVICES TO BE PROVIDED TO THE TOWN OF HIGHLAND
(as required by I.C. 22-5-1.7-11, effective July 1, 2011)**

Verification of Work Eligibility Status

1. Actin Contracting, Inc (hereinafter called "Contractor")
understands and agrees that:

- (A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.
- (B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify Program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Michael S. Lopez
Name

President
Title

5-10-17
Date

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund	Dept	Account	Description	Amount	Check #
094	0000	31001	LEGAL FEES-GENERAL FILE	2,432.00	
094	0000	31001	LEGAL FEES-8620 KENNEDY	475.00	
094	0000	31003	FINANCIAL CONSULTING FOR 2016	2,881.40	
094	0000	31004	QUAD TOWN LUNCHEON	25.30	
094	0000	31004	LOVE YOUR BUSINESS TICKET	20.00	
094	0000	32002	TRAVEL FOR DECEMBER 2016	540.71	
094	0000	34023	HEALTH INS	1,462.97	26514
094	0000	34043	LIFE INS	1,539.43	
094	0000	34043	LIFE INS	7.55	26514
094	0000	35008	ELECTRIC-8618 KENNEDY-THRU 3/3/	14.56	
094	0000	35008	UTILITIES- 8618 KENNEDY-THRU 2/	25.68	
094	0000	35008	TOWN OF HIGHLAND UTILITI	64.20	
094	0000	35008	TOWN OF HIGHLAND UTILITI	103.44	
094	0000	35008	STORM-8618 KENNEDY-THRU 2/28/17	81.34	
094	0000	35008	TOWN OF HIGHLAND UTILITI	20.28	
094	0000	39020	D/S REDEV. ICT ALLOCATIONS RES #	10,121.00	26513
094	0000	45200	REDEVELOP GEN TRANSFER GROSS	4,864.55	26605
094	0000	45200	REDEVELOP GEN TRANSFER GROSS	5,095.09	26512
Total For Dept 0000				29,774.50	
Total For Fund 094 Redevelopment General				29,774.50	

Fund	Dept	Account	Description	Amount	Check #
096	0000	31005	TT ARCH/ENGINEER EXPENSES	787.03	
096	0000	31005	TT ARCHITECT/ENGINEER FEES	9,043.50	
096	0000	31007	UTILITIES-2821 JEWETT-THRU 2/23	59.95	
096	0000	31007	UTILITIES-2811 JEWETT-THRU 2/23	319.44	
096	0000	31007	UTILITIES-8610/8612 KENNEDY-THRU	173.87	
096	0000	31007	NORTHERN IN PUBLIC SERVI	282.00	
096	0000	31007	TIC PLUMBING, INC.	20.28	
096	0000	31007	TOWN OF HIGHLAND UTILITI	20.28	
096	0000	31007	STORM-8612 KENNEDY-THRU 2/28/17	11,619.00	
096	0000	34002	FIG REIMBURSEMENT- 2929 HIGHWAY	494.00	
096	0000	39019	LEGAL FEES-2711/2717 CONDIT	700.00	
096	0000	39025	APPRAISAL-8608 KENNEDY	700.00	
096	0000	39025	APPRAISAL-2815 JEWETT	600.00	
Total For Dept 0000				24,119.35	
Total For Fund 096 Redevelopment Capital				24,119.35	

03/14/2017 12:08 PM
User: KAM
DE: Highland

INVOICE GI DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
EXP CHECK RUN DATES 02/11/2017 - 03/21/2017
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: 07

GI Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 094 Redevelopment	29,774.50	
			Fund 096 Redevelopment	24,119.35	
			Total For All Funds:	<u>53,893.85</u>	