

HIGHLAND REDEVELOPMENT COMMISSION
DISCUSSION TOPICS for STUDY SESSION - DRAFT
TUESDAY, APRIL 28, 2020
7:00 P.M.

This meeting will be convened as an electronic meeting pursuant to Governor Holcomb's Executive Order 20-04 and 20-09, reinstated by his Order 20-19, allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the emergency.

People may observe the meeting by joining the meeting on the Zoom platform
<https://zoom.us/j/95518769289?pwd=R1V1ay9FaWY1UVVrbitqWG92bGVQQT09>

Further, persons wishing to offer comment in the meeting may access the electronic meeting by using the preceding and adding the password for Meeting ID: 955 1876 9289, Password: 328333

One tap mobile
+13126266799,,95518769289#,,#328333# US (Chicago)

Dial by your location
+1 312 626 6799 US (Chicago)

TUESDAY, APRIL 28, 2020
7:00 P.M.

1. Resolution 2020-10: Resolution Corrected as Requested
2. Review of Plenary Business Meeting Agenda
3. Redevelopment Commission 2020 Goals
4. SW Corner of Highway & Kennedy - Parking Lot Project
 - a. NIPSCO License Agreement
 - b. Weaver Addendum
 - c. Legacy Grant – Depot Signage
5. Redevelopment-Owned Property Leases: Discuss Potential Lease Addendum
6. Commercial Property Improvement Grant Applications:
 - a. 2940 Highway Ave: Interior and Façade applications
 - b. 3750 Ridge Road: Façade applications
7. Appraisals of 8715-87 Kennedy Avenue and 8719 Kennedy Avenue: Update

8. Former Bult Oil Property: Update

9. Redevelopment Commissioners Comments

**TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION NO. 2020-10**

**A RESOLUTION EXPRESSING THE INTEREST OF THE HIGHLAND REDEVELOPMENT
COMMISSION TO OPTION AND/OR PURCHASE REAL PROPERTIES LOCATED AT
8715-87 KENNEDY AVENUE AND 8719 KENNEDY AVENUE
AND AUTHORIZING APPRAISALS OF SAID PROPERTIES, PURSUANT TO
IC 36-7-14-12.2(A)(1) AND IC 36-7-14-12.2(A)(13),
AND COMMISSIONING BOCHNOWSKI APPRAISAL COMPANY AND VALUATION
SERVICES REAL ESTATE APPRAISERS TO PERFORM SAID APPRAISALS**

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.23 BL14 ALL L.24 BL.14 (Parcel # 45-07-21-451-011.000-026) and TRI. PAR. N. OF JEWETT ST. & S. OF NE LINE ERIE RR. 115X143X85FT (Parcel # 45-07-21-451-010.000-026) in the Town of Highland, Lake County, Indiana, more commonly known as 8715-87 Kennedy Avenue and 8719 Kennedy Avenue respectively; 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 the appraisal services of **Bochnowski Appraisal Company and Valuation Services Real Estate Appraisers**, trained and licensed appraisers, under IC 36-7-14-12.2(a)(12) to appraise the fair market value of the property located at 8715-87 Kennedy Avenue and 8719 Kennedy Avenue, at a fee not to exceed \$3,500.00 as proposed by **Bochnowski Appraisal Company** and \$2,400.00 as proposed by **Valuation Services Real Estate Appraisers**; and

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

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

Section 1. That the Highland Redevelopment Commission hereby expresses its interest to option and/or purchase real property located at 8715-87 Kennedy Avenue and 8719 Kennedy Avenue, pursuant to IC 36-7-14-12.2(a)(1);

Section 2. That the Highland Redevelopment Commission hereby authorizes the appraisals for real property located at 8715-87 Kennedy Avenue and 8719 Kennedy Avenue;

Section 3. That the Highland Redevelopment Commission will engage **Bochnowski Appraisal Company** and **Valuation Services Real Estate Appraisers** to perform said appraisals for \$3,500.00 and \$2,400.00 respectively;

ADOPTED AND APPROVED by the Highland Redevelopment Commission, Lake County, Indiana held this 24th day of March 2020 having passed by a vote of _____ in favor and _____ opposed.

**Town of Highland, Indiana
Highland Redevelopment Commission**

By: _____
George Georgeff, President

ATTEST:

By: _____
Robyn Radford, Secretary

Dated

YESTERDAY'S RAIL LINE IS TODAY'S ERIE LACKAWANNA TRAIL

Trains used to cross this site bringing people and supplies from all across our nation. On October 17, 1960, Erie Railroad merged with Delaware, Lackawanna & Western Railroad to form the Erie Lackawanna Railroad. As competition from airlines, bus lines, automobiles and trucking increased, train transportation decreased, leaving this corridor unused.

Thanks to a federal program in 1983, a golden age of trail development commenced and has yet to slow down. Today, we enjoy these recreational trails to help improve our health and well-being.

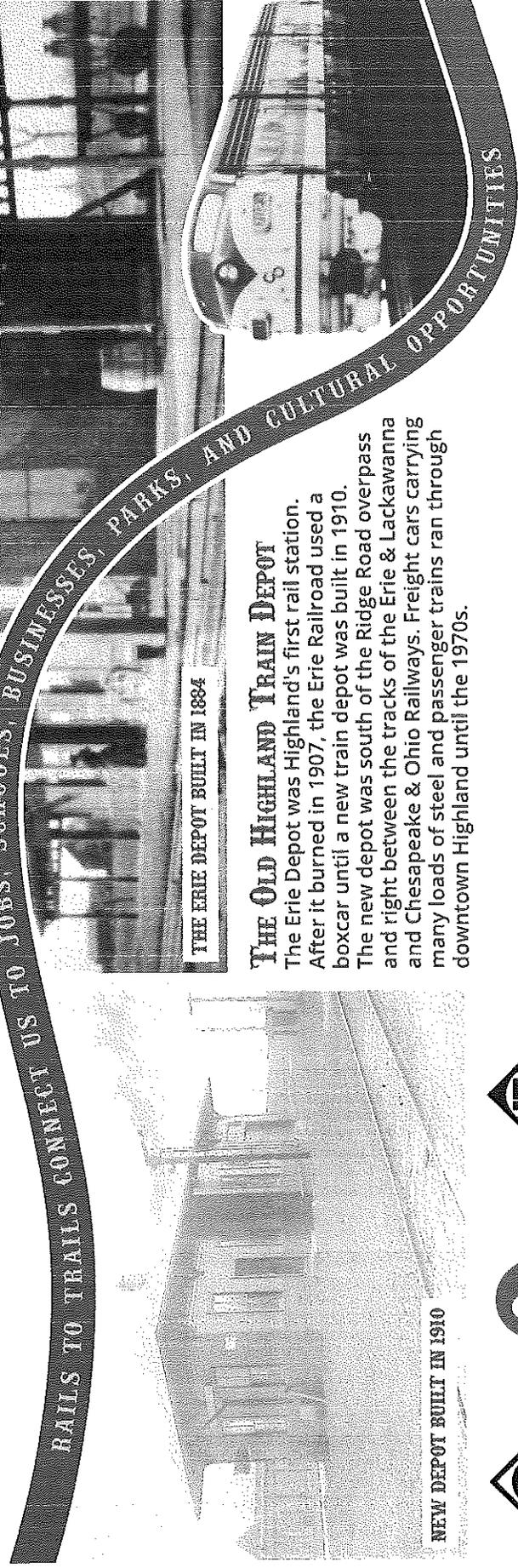
This Erie Lackawanna Trail section and 21 other parks are maintained by Highland Parks & Recreation.



THE ERIE DEPOT BUILT IN 1884

THE OLD HIGHLAND TRAIN DEPOT

The Erie Depot was Highland's first rail station. After it burned in 1907, the Erie Railroad used a boxcar until a new train depot was built in 1910. The new depot was south of the Ridge Road overpass and right between the tracks of the Erie & Lackawanna and Chesapeake & Ohio Railways. Freight cars carrying many loads of steel and passenger trains ran through downtown Highland until the 1970s.



NEW DEPOT BUILT IN 1910

RAILS TO TRAILS CONNECT US TO JOBS, SCHOOLS, BUSINESSES, PARKS, AND CULTURAL OPPORTUNITIES



ERIE & LACKAWANNA



CHESAPEAKE & OHIO



ERIE

AGENDA FOR PLENARY MEETING

HIGHLAND REDEVELOPMENT COMMISSION

This meeting will be convened as an electronic meeting pursuant to Governor Holcomb's Executive Order 20-04 and 20-09, reinstated by his Order 20-19, allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the emergency.

People may observe the meeting by joining the meeting on the Zoom platform
<https://zoom.us/j/95518769289?pwd=R1V1ay9FaWY1UVVrbItqWG92bGVVQ0T09>

Further, persons wishing to offer comment in the meeting may access the electronic meeting by using the preceding and adding the password for Meeting ID: 955 1876 9289, Password: 328333

One tap mobile
+13126266799,,95518769289#,,#,328333# US (Chicago)

Dial by your location
+1 312 626 6799 US (Chicago)

MONDAY, APRIL 28, 2020

7:00 P.M.

DRAFT

Roll Call:

**Commissioner Sean Conley
Commissioner George Georgeff
Commissioner Cyril Huerter
Commissioner Bill Leep
Commissioner Robyn Radford**

Minutes of Previous Sessions:

1. Approve Minutes of the Public Meeting of March 24, 2020

The public meeting of March 24, 2020 was convened electronically in accordance with Governor Holcomb's Executive Order Number 20-04 and reinstated by his Order 20-19, allowing such meetings, pursuant to IC 5-14-1.5-3.6 for the duration of the emergency.

Special Orders:

Public Comment:

Communications:

Unfinished Business and General Orders:

New Business:

1. **Approval of the Annual Report of Activities of the Redevelopment Commission for Fiscal Year 2019 and Report by the Redevelopment Commission on the Activities of Each Tax Increment Financing District for the Previous Year (January 1, 2019 through December 31, 2019).**
2. **Approval of 2020 Redevelopment Goals**
3. **Resolution 2020-11: A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING A LICENSE AGREEMENT WITH NORTHERN INDIANA PUBLIC SERVICE COMPANY FOR USE OF THE LICENSED AREA IN ACCORDANCE WITH THE**

TERMS OF THE LICENSE AGREEMENT AND AS FURTHER DEFINED IN THE AGREEMENT

4. **Resolution 2020-12: A Resolution of the Highland Redevelopment Commission Approving Reimbursement to DEF Properties LLC for a Commercial Property Improvement Grant for Façade Improvement of Property Located at 2940 Highway Avenue.**
5. **Resolution 2020-13: A Resolution of the Highland Redevelopment Commission Approving Reimbursement to DEF Properties LLC for a Commercial Property Improvement Grant for Interior Improvement of Property Located at 2940 Highway Avenue.**
6. **Resolution 2020-14: A Resolution of the Highland Redevelopment Commission Approving Reimbursement to Austgen Properties for a Commercial Property Improvement Grant for Façade Improvement of Property Located at 3750 Ridge Road.**
7. **Resolution 2020-15: A Resolution of the Highland Redevelopment Commission Approving and Adopting an Addendum to Modify an Agreement Between Weaver Consultant Group and the Highland Redevelopment Commission as Approved by Resolution 2019-11.**

Action to Pay Accounts Payable Vouchers:

094	Redevelopment General	\$	20,547.90
095	Highland Economic Development	\$	0.00
096	Redevelopment Capital	\$	9,500.00
101	Redevelopment Bond & Interest	\$	350.00
107	Cardinal Campus Allocation Area	\$	0.00
250	CEDIT Econ. Dev. Income Tax Fund	\$	<u>45,713.64</u>
	TOTAL	\$	76,111.54

Business from the Commissioners:

Next Meeting: The next Study Session is scheduled for Tuesday, May 12, 2020 and will convene at 7:00 PM. The next Plenary Business Meeting is scheduled for May 26, 2020 and will convene immediately following the Study Session. The Study Session at 7:00 PM will precede the plenary business meeting and reconvene following the plenary business meeting if necessary. The next meeting of the Highland Main Street Bureau is tentatively scheduled for Thursday, May 7, 2020 at 6:30 PM in the Upper Conference room of the Town Hall.

**HIGHLAND REDEVELOPMENT COMMISSION
PUBLIC MEETING MINUTES - DRAFT
MONDAY, MARCH 24, 2020**

The Highland Redevelopment Commission ("Commission", "RC") met in an electronically conducted Public Meeting on March 24, 2020. The meeting was held via conference calling.

The meeting was convened as an electronic meeting pursuant to Governor Eric Holcomb's Executive Order 20-04, reinstated by his Order 20-19, allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the COVID-19 emergency.

President George Georgeff called the meeting to order at 7:08 p.m. Taking minutes for the meeting was Director Kathy DeGuilio-Fox.

Roll Call: Commissioners present on the conference call were George Georgeff, Sean Conley, Cyril Huerter, Bill Leep and Robyn Radford. A quorum was attained.

Additional Officials Present: Roger Sheeman, Council Liaison to the Redevelopment Commission; Pat Krull, School Town of Highland liaison and non-voting member; John R. Reed, Abrahamson Reed and Bilsle, Redevelopment Commission attorney; Ed Dobrowski, IT Consultant; and Kathy DeGuilio-Fox, Redevelopment Director.

Also Present: No guests or members of the public were present.

Minutes of the Previous Sessions: Commissioner Cyril Huerter moved to approve amended minutes of the Plenary Business meeting of January 20, 2020, the minutes of the Study Session and Plenary Session of February 17, 2020 and the minutes of the Study Session of March 10, 2020. There was no discussion. Without a second the motion proceeded to a roll call vote. Upon a roll call vote, the motion passed. The minutes were approved by a vote of five affirmatives and no negatives.

Special Orders: None

Public Comment: None

Communications: None

Unfinished Business and General Orders: None

New Business:

- 1. Resolution 2020-06: A Resolution of the Highland Redevelopment Commission Concerning the 2021 Budget Year Determination for Tax Increment for the Highland Acres Allocation Area.**
Director DeGuilio-Fox advised that this is one of four resolutions that must be considered each year in regard to the annual reporting of the determination for tax increment for the allocation areas in Highland. The resolution was reviewed briefly. President Georgeff called for a motion to adopt Resolution 2020-06. Commissioner Cyril Huerter moved to approve and adopt Resolution 2020-06. Commissioner Bill Leep seconded the motion. There was no further discussion. Upon a roll call vote the motion passed with five affirmatives and no negatives.
- 2. Resolution 2020-07: A Resolution of the Highland Redevelopment Commission Concerning the 2021 Budget Year Determination for Tax Increment for the Highland Redevelopment (Downtown)**

Allocation Area. Director DeGuilio-Fox advised that this is the second of four resolutions that must be considered each year in regard to the annual reporting of the determination for tax increment for the allocation areas in Highland. She added that this information would be shared with the overlapping taxing districts during a presentation in May. President Georgeff called for a motion to adopt Resolution 2020-07. Commissioner Bill Leep moved to approve and adopt Resolution 2020-07. Commissioner Cyril Huerter seconded the motion. There was no further discussion. Upon a roll call vote the motion passed with five affirmatives and no negatives.

3. **Resolution 2020-08: A Resolution of the Highland Redevelopment Commission Concerning the 2021 Budget Year Determination for Tax Increment for the Commercial Corridors Allocation Area.** Ms. DeGuilio-Fox advised that this is the third of four resolutions that must be considered each year in regard to the annual reporting of the determination for tax increment for the allocation areas in Highland. She reminded the commissioners that this information had been shared in its entirety with them at the previous meeting. President Georgeff called for a motion to adopt Resolution 2020-08. Commissioner Robyn Radford moved to approve and adopt Resolution 2020-08. Commissioner Sean Conley seconded the motion. There was no further discussion. Upon a roll call vote the motion passes with five affirmatives and no negatives.
4. **Resolution 2020-09: A Resolution of the Highland Redevelopment Commission Concerning the 2021 Budget Year Determination for Tax Increment for the Cardinal Campus Allocation Area.** Ms. DeGuilio-Fox advised that this is the fourth of four resolutions that must be considered each year in regard to the annual reporting of the determination for tax increment for the allocation areas in Highland. President Georgeff called for a motion to adopt Resolution 2020-09. Commissioner Huerter moved to approve and adopt Resolution 2020-09. Commissioner Leep seconded the motion. There was no further discussion. Upon a roll call vote the motion passed with five affirmatives and no negatives.
5. **Consideration of Resolution 2020-10: A Resolution of the Highland Redevelopment Commission Expressing the Interest to Option and/or Purchase Real Properties Located at 8715-87 Kennedy Avenue and 8719 Kennedy Avenue and Authorizing Appraisals of Said Properties, Pursuant to IC 36-7-14-12.2(A)(1) and IC 36-7-14-12.2(A)(13), and Commissioning Bochnowski Appraisal Company and Valuation Real Estate Appraisers to Perform Said Appraisals.** Discussion ensued during which Councilman Huerter inquired as to whether there was continuing interest from a developer who had discussed his interest in developing properties adjacent to and including the properties located at 8715-87 Kennedy Ave and 8719 Kennedy Ave with the Redevelopment Director last year. Director DeGuilio-Fox replied that she and President Georgeff had a recent conversation with the developer's representative and there was indeed continuing interest in these properties and in working with the Town of Highland Redevelopment Commission. Commissioner Leep questioned the property addresses used in the resolution. Ms. DeGuilio-Fox advised that these are the addresses used on the Lake County GIS site, however, she will check them a second time. Attorney Reed advised that two corrections were needed: 1. The correct statute to be cited is IC 36-7-14-12.2(A)(13) and 2. In paragraph four (4) of the resolution the word "brokers" should be corrected to read "appraisers". Ms. DeGuilio-Fox will make the recommended corrections and provide a corrected copy of the resolution to the commissioners. There being no additional discussion, President Georgeff called for a motion. Commissioner Huerter moved to approve and adopt Resolution 2020-10. Councilman Radford seconded the motion. There was no further discussion. Upon a roll call vote the motion passed with five affirmatives and no negatives.

Action to Pay Accounts Payable Vouchers: Commissioner Huerter made a motion to pay accounts payable vouchers as filed on the pending accounts payable docket, covering the period February 19, 2020 through March 25, 2020 and the payroll dockets for February 28, 2020 and March 13, 2020 as presented, in the amount of \$27,499.92. Commissioner Bill Leep moved to approve the Pay Accounts Payable Vouchers. Commissioner Cyril Huerter seconded the motion. Upon a roll call vote the motion passed with five affirmative votes and no negatives.

Vendors Accounts Payable Docket:

Redevelopment General Fund, \$24,912.42; Redevelopment Capital Fund, \$301.00 and CEDIT Economic Development Income Tax Fund, \$2,286.50. Total: \$27,499.92.

Payroll Docket for Payday of February 28, 2020 and March 13, 2020: Redevelopment Department: Total Payroll: \$8009.60.

Business from the Commissioners: There was no additional business from the Commissioners.

Next Meeting: The next Study Session is scheduled for Tuesday, April 14, 2020. The next Public Meeting will convene on Tuesday, April 28, 2020 immediately following the study session. A Study Session will precede the public meeting and reconvene following the public meeting, if deemed necessary. The next meeting of the Highland Main Street will be rescheduled to Thursday, April 2, 2020 at 6:30 p.m. However, at this time the Highland Town Council, in response to the Executive Orders issued by Governor Holcomb in response to the COVID-19 pandemic, has determined that only essential meetings will be held until further notice.

Adjournment: There being no further business of the Highland Redevelopment Commission, Commissioner Leep made a motion to adjourn the meeting. Commissioner Huerter seconded the motion. Upon a voice vote, the motion passed. The March 24, 2020 public meeting of the Highland Redevelopment Commission was adjourned at 7:19 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary

2020 Goals
HIGHLAND REDEVELOPMENT COMMISSION

- | | |
|--|---------------------|
| 1. Development of Kennedy/Condit corridor of Downtown Highland | |
| A. Determine best and highest use of property | 1 st Qtr |
| B. Determine potential use/projects | Ongoing |
| C. Meet with developer(s) to discuss potential PUD | 2 nd Qtr |
| D. Appraisals/assemble properties for PUD footprint | 2 nd Qtr |
| E. Research zoning and property use | 2 nd Qtr |
| F. Consider use of Master Developer | 2 nd Qtr |
| G. Identify possible financing for project | 3 rd Qtr |
| H. Begin negotiations for sale and development of properties | Ongoing |
| I. Offer incentives, if applicable | Ongoing |
|
 | |
| 2. Multigenerational Housing for Kennedy Ave Corridor | |
| A. Commission housing/commercial use study | 1 st Qtr |
| B. Meet with developer(s) to discuss potential PUD | 2 nd Qtr |
| C. Appraisals/assemble properties for PUD footprint | 2 nd Qtr |
| D. Research zoning and property use | 2 nd Qtr |
| E. Consider use of Master Developer | 2 nd Qtr |
| F. Identify possible financing for project | 3 rd Qtr |
| G. Begin negotiations for sale and development of properties | Ongoing |
| H. Understand and Offer incentives, if applicable | Ongoing |
|
 | |
| 3. Explore Options to Develop North Kennedy/Riverfront Property | |
| A. Determine best and highest use of property | 1 st Qtr |
| B. Pursue potential PUD development of property | 1 st Qtr |
| C. Identify possible financing tools | 2 nd Qtr |
| D. Identify potential sites for softball fields | 2 nd Qtr |
| E. Identify significant barriers to development | 2 nd Qtr |
| F. Design concepts for consideration | Ongoing |
| G. Pursue developers and development agreement(s) | Ongoing |
|
 | |
| 4. Relocation of Public Works Complex | |
| A. Identify at possible location(s) that would accommodate use | 1 st Qtr |
| B. Meet with owners of the locations | 2 nd Qtr |
| C. Order Appraisals with Redevelopment Cmn Approval | 2 nd Qtr |
| D. Identify potential financing for project | 2 nd Qtr |
| E. Begin negotiations/development agreement/purchase | 2 nd Qtr |
| F. Site engineering/Building design | 3 rd Qtr |

- | | |
|---|---------------------|
| 5. Continue to Explore Feasibility of a New Business Park on Kennedy Ave and Main Street | |
| A. Determine highest and best use | 2 nd Qtr |
| B. Planning for potential use(s) and barriers to development | 2 nd Qtr |
| C. Begin discussions with developers to determine highest and best use | 3 rd Qtr |
| D. Begin discussions with property owners, if applicable | 3 rd Qtr |
| E. Decide on whether an Allocation Area should be established | 4 th Qtr |
| F. Establish Allocation Area or other incentives for the area if necessary | 4 th Qtr |
|
 | |
| 6. Downtown Lighting | |
| A. Revamp or replace Highway & Jewett Street Lighting | 2 nd Qtr |
|
 | |
| 7. Continue Commercial Property Improvement Grant Program | |
| A. Consider applications | Ongoing |
| B. Review and approve grant application(s) | Ongoing |
| C. Fund at least two façade grant properties | Ongoing |
| D. Allocate initial dollars for 2020 | 4 th Qtr |
| E. Review program and projects | 4 th Qtr |
|
 | |
| 8. Develop Retention/Recruitment Plan | |
| A. Review revitalization and master plans | Ongoing |
| B. Review current Placemaking/efforts to assist recruitment | Ongoing |
| C. Maintain data on occupancy in the downtown | Ongoing |
| D. Advertise properties for sale & lease on the website | Ongoing |
| E. Meet with prospective businesses to locate in Highland | Ongoing |
| F. Communicate with realtors listing DT properties | Ongoing |
| G. Communicate with property owners regarding lease/sale potential | Ongoing |
| H. Work with Highland Main Street | Ongoing |
|
 | |
| 9. Highland Main Street | |
| A. Review HMS 2020 Plan of Work; provide feedback if appropriate | 1 st Qtr |
| B. Appoint commission to service on HMS | 1 st Qtr |
| C. Provide assistance with recruiting new members if required | Ongoing |
| D. Review programs, projects and events and offer input/approval | Ongoing |
|
 | |
| 10. Review Properties for Future Development | |
| A. Update Acquisition list if necessary | Ongoing |
| B. Conduct appraisals on properties when appropriate | Ongoing |
| C. Continue with acquisition process when appropriate | Ongoing |
|
 | |
| 11. Public Offerings | |
| A. Review recent public offering | 1 st Qtr |
| B. Continue pursuit of sale of Redevelopment-owned properties located at 2811 and 2821 Jewett | 1 st Qtr |

12. Review Current and Expected Allocation Areas and Funds

- | | |
|--|---------------------|
| A. Review a list of current Allocation Areas and Funds generated | 1 st Qtr |
| B. Maintain a listing of Allocation Areas with Semi-Annual Distributions | Ongoing |
| C. Review current and potential projects that may utilize funds | 2 nd Qtr |
| D. Discuss fund use options by reviewing acquisition list and priorities | 3 rd Qtr |
| E. Develop a list of funding priorities and begin funding the projects | 4 th Qtr |

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2020-11**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION
APPROVING A LICENSE AGREEMENT WITH NORTHERN INDIANA PUBLIC SERVICE COMPANY
FOR USE OF THE LICENSED AREA IN ACCORDANCE WITH THE TERMS OF THE LICENSE AGREEMENT
AND AS FURTHER DEFINED IN THE AGREEMENT**

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 include performing all acts incident to the statutory powers and duties of a redevelopment commission; and

Whereas, The Redevelopment Commission may adopt rules and bylaws 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 contracts by statute; and

Whereas, The Redevelopment Commission does from time to time require the use of property for redevelopment purposes and to carry out the mission to improve private property for public good; 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 License Agreement for use of property owned by Northern Indiana Public Service Company for a Redevelopment Commission public improvement project located at the Southwest corner of Kennedy Avenue and Highway Avenue.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 28th day of April, 2020 having passed by a vote of ____ in favor and ____ opposed.

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

President

ATTEST:

Secretary

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is made and entered into on _____, 2020, by and between Northern Indiana Public Service Company, an Indiana, LLC, an Indiana limited liability company, ("NIPSCO"), and Town of Highland, an Indiana Municipal corporation, with its principal address located at 3333 Ridge Rd, Highland, IN (the "Licensee").

RECITALS

WHEREAS, NIPSCO is the owner of that certain real property located in Lake County, Indiana, as further depicted in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, the Licensee desires to access a certain portion of the Property, as further depicted in Exhibit B attached hereto and incorporated herein (the "Licensed Area"), to (i) install a public parking lot that crosses portions of the Property as depicted in Exhibit B (the "Parking-lot"), and (ii) to construct a Bicycle path across a portion of the Property as shown in Exhibit B (the "Bicycle path"); and

WHEREAS, NIPSCO is willing, subject to the terms and conditions of this License Agreement, to allow Licensee to use the Licensed Area in accordance with the terms of this License Agreement.

LICENSE

NOW THEREFORE, for and in consideration of the foregoing promises and of the performance of the promises and covenants set forth herein, the parties agree as follows:

1. NIPSCO grants to Licensee, its officers, agents and employees, the non-exclusive right, privilege and license without any warranty or representation of any kind or nature and only to the extent NIPSCO title permits and subject to the terms set forth herein, a non-exclusive license, right and the authority to use the Licensed Area for the Parking-lot and to install the Bicycle path. NIPSCO also grants Licensee the right to use the Property for ingress and egress to access the Licensed Area in accordance with the terms and conditions of this License Agreement.

2. NIPSCO makes no representations or warranties regarding the suitability of the Property for Licensee's intended use of the Licensed Area under this License Agreement. NIPSCO further also makes no representations or warranties regarding any subsurface utilities, improvements or conditions under the Property. Licensee acknowledges that it has freely chosen to enter the Property to use the Licensed Area, and that it is aware of, and fully appreciates, the nature and extent of the risks associated with doing so.

3. In the event that the Licensee wishes to pave, modify or change all or any part of the Licensed Area, Licensee shall submit Plans and Specifications to reflect such changes to NIPSCO for approval, at least sixty (60) days prior to Licensee's proposed commencement date for any such paving, modification, construction, relocation or change to the Licensed Area.

4. Licensee acknowledges that Licensee's access to and use of the Property and the Licensed Area and the installation of the Parking-lot and the Bicycle path permitted under this License Agreement is secondary to NIPSCO's access to and use of the Property. The use of the Property and the Licensed Area under this License Agreement is subject and subordinate to

possession and use of the Property by NIPSCO and/or NIPSCO's assigns. NIPSCO reserves full possession of the Property for NIPSCO's uses and purposes and the right to enter upon the Property at any and all times to repair, replace, renew, erect or complete the erection of any existing or future NIPSCO Facilities (as defined below) over, under or across the Property at NIPSCO's discretion. NIPSCO reserves the right to construct, install, modify or replace, inspect, alter, extend, or repair any NIPSCO Facilities or authorize others to perform such work, which work, to the extent commercially reasonable, shall be performed in such a manner as not to unreasonably interfere with Licensee's use of the Licensed Area for the work and activities permitted under the License. Licensee agrees to relocate the Parking-lot, Bicycle path, its materials and equipment at the Licensee's sole cost if requested by NIPSCO in order for NIPSCO to reasonably operate, inspect, maintain, construct, repair, alter, replace and/or upgrade any of the NIPSCO Facilities. Licensee shall also be responsible for the restoration of the Licensed Area, Parking-lot and/or Bicycle path after any work performed by or on behalf of NIPSCO.

5. Licensee acknowledges and agrees that Licensee will be solely responsible for the protection and security of the Parking-lot, Bicycle path, any Licensee materials, equipment, machines and vehicles located on the Property during the construction, restoration, modification repair of the Licensed Area.

6. Licensee agrees to immediately notify NIPSCO of any incident or event which damages the Property or any NIPSCO Facilities, or which could potentially damage the Property or NIPSCO Facilities. Licensee covenants that Licensee, its officers, agents, employees and assigns shall use due care and diligence in all operations and activities conducted at the Property and in the vicinity of the NIPSCO Facilities, as is necessary to avoid injury to persons (including death) or damage to property. In the event that Licensee, or its agents, employees or contractors damage any NIPSCO Facilities, NIPSCO shall perform the repairs, and Licensee shall reimburse NIPSCO for all costs and expenses incurred by NIPSCO to perform said repairs and compensate NIPSCO for any loss of use of the NIPSCO Facilities, including the loss of gas or electrical service to customers. Licensee will fully compensate NIPSCO for any loss of use of any portion of the NIPSCO Facilities caused by or resulting from Licensee's activities on the Property.

7. Licensee, and its officers, agents, employees and invitees, shall not alter or damage the Property, or any of NIPSCO's electric lines, gas pipelines, towers, or any other NIPSCO equipment or facilities located on the Property, including without limitation, roads, gates, fences, railings or buildings (collectively, the "NIPSCO Facilities"), nor shall Licensee disturb, interfere with the use, operation, inspection, maintenance or repair of any NIPSCO Facilities.

8. All labor provided and materials furnished in performing work under this License Agreement, shall be at Licensee's sole cost and expense. Licensee shall keep the Property fully protected against liens of any kind arising out of or connected to Licensee's operations on or contamination of the Property. In the event that a lien is placed on the Property as the result of Licensee's activities or presence on the Property, Licensee shall immediately notify NIPSCO of such lien. Licensee shall also take action, at Licensee's sole cost and expense, to have any such liens promptly removed from the Property, and shall provide NIPSCO with written evidence of such lien having been removed.

9. The Licensee shall not permit any structures or permanent improvements to be constructed or otherwise located on the Property, except as provided in this License Agreement without the express prior written consent of NIPSCO. Further, Licensee shall not permit holes,

obstructions or other conditions on the Property which could create a hazard of any kind. No equipment shall be refueled while under, or in the vicinity of any NIPSCO Facilities. The Licensee, at its sole cost and expense, shall keep and maintain the Property in a clean and orderly condition at all times and shall keep the Property free of materials and debris except when such are being actively used by Licensee in accordance with this License Agreement. The Licensee shall not damage the Property or damage or alter any of the NIPSCO Facilities or any roads, gates, fences, railings or buildings on the Property; furthermore, Licensee shall not interfere with the use, operation, inspection, maintenance or repair of any NIPSCO Facilities. Licensee shall not cause the existing surface of the Property to erode in any way.

10. Licensee acknowledges that the use of the Licensed Area shall be done at Licensee's sole risk, cost and expense, and that Licensee shall be solely responsible for obtaining and maintaining all necessary permits, rights-of-way and approvals associated with or required for the use of the Licensed Area. Licensee shall comply with all applicable laws, rules and regulations in conducting its operations and activities on the Property. Licensee shall also be solely responsible to ensure that all aspects of the maintenance and use of the Licensed Area fully comply with all laws and requirements that are or may become applicable.

11. NIPSCO may disturb, modify, move or remove the Licensed Area, Parking-lot, Bicycle path, or a portion of the Property as NIPSCO determines is needed, in order to allow NIPSCO to operate, inspect, maintain, construct, repair, alter, replace and/or upgrade the Property or any NIPSCO Facilities. NIPSCO shall not be responsible for compensating Licensee for any loss of use of, interference with operation of, or damage to the Licensed Area or any improvements to the Licensed Area by Licensee occasioned by NIPSCO's activities. Licensee shall, at its own cost and expense, be responsible for restoration of the Licensed Area.

12. Licensee agrees that it will not take any action that results in the release of a pollutant, contaminant or Hazardous Substance (as defined herein), at or from the Property. Licensee shall immediately notify NIPSCO of any release of or discovery of a prior release of a pollutant, contaminant or Hazardous Substance on the Property caused by Licensee or its contractors and regardless of whether such release is reportable under law. For purposes of this License Agreement, "Hazardous Substance" shall mean any hazardous, flammable, corrosive, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any federal, state or local statute, regulation or ordinance relating to the protection of human health or the environment, including, without limitation, pipeline liquids, petroleum, oil and its fractions.

13. Licensee shall comply with all governmental statutes, ordinances, regulations, orders and directives concerning public health, safety or the environment ("Environmental Laws") applicable to its activities within, on and along the Property. If, as a result of any activities by the Licensee, there is any release of a pollutant, contaminant or Hazardous Substance, the Licensee shall, at its sole cost and expense, take those steps as may be reasonably necessary to contain the release and restore the affected areas to being in compliance with all applicable local, state and federal Environmental Laws. Licensee shall provide to NIPSCO copies of any and all correspondence, notices, etc., prepared by or received by Licensee under Environmental Laws, associated with its operations on the Property.

14. Licensee covenants and agrees to indemnify, hold harmless and defend NIPSCO, its agents and employees from and against any and all losses, damages, liability, claims for

damages on account of or by reason of injury, including death, which may be sustained by any person (including without limitation the employees of Licensee, and any contractor or subcontractor of Licensee), from and against any and all damages to property, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property of NIPSCO), caused by or arising out of any act or omission of Licensee, its agents, employees or subcontractors, in connection with the Parking-lot, Bicycle path, the presence of Licensee, and of Licensee's employees, contractors, subcontractors, agents and facilities, on the Property and/or Licensee's breach of this License Agreement, except to the extent that the same shall be found to have been caused by the joint or concurrent negligence of NIPSCO, its agents or employees. Licensee shall give NIPSCO written notice of any claim, demand, suit or action arising from the exercise of this License Agreement within ten (10) business days from the date that Licensee becomes aware of such claim, demand, suit or action.

15. Licensee shall ensure that any and all subcontractors on the Property, at all times during which people or materials subject to their supervision or control are on the Property, maintain in effect from a company or companies authorized to do business in the State of Indiana and approved by the National Association of Insurance Commissioners, or through self-insurance, the following minimum insurance; (a) General Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per person combined single limit for bodily injury and with a general aggregate of Two Million Dollars (\$2,000,000.00) per occurrence against all claims and demands for any injury to persons and for any property damage; which may occur or be claimed to have occurred as the result of the activities or use of the Property, naming NIPSCO an additional insured. It being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (b) Comprehensive Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, again, it being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (c) Workers Compensation insurance in an amount not less than the statutory minimums provided under Indiana law; and (d) Excess or Umbrella Liability insurance with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) per occurrence and project or per location aggregate. Certificates showing the foregoing insurance shall be furnished to NIPSCO prior to a subcontractor's first entry to the Property. Further, NIPSCO reserves the continued right to review the amounts of the foregoing insurance coverage and to, from time to time, require the Licensee to increase such coverage amounts, if deemed necessary by NIPSCO in its sole discretion.

16. This License Agreement and the License herein granted shall expire five (5) years from the date hereof, but may be terminated before that date, by either NIPSCO or the Licensee by giving the other party written notice of termination, at least sixty (60) days in advance of the effective date of such termination. Upon the foregoing expiration date, this License Agreement and the License shall continue on a year-to-year basis or until terminated by either party by providing the other party with at least sixty (60) days written notice. On or before the foregoing expiration date or the effective date of termination, whichever shall first occur, the Licensee shall, at its own cost and expense, promptly remove all improvements and return the Property to substantially the same condition as it was as of the date of this License Agreement, reasonable wear and tear excepted. Should Licensee fail to timely remove all improvements, then NIPSCO shall have the right to remove the improvements at Licensee's sole cost and expense.

17. Licensee releases and waives any and all rights to recover any and all losses, claims, expenses, and damages for personal injuries, property damages, loss of life or property from NIPSCO for or on account of any loss of any kind or nature suffered by Licensee arising out of Licensee's use of the Property; and assigns all risk of injuries or damages to its officials, employees, contracts, or agents.

18. All written notices required or permitted under this License Agreement shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below (ii) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below, or (iii) facsimile transmission to the party to whom the same is directed at that party's respective facsimile number, as set forth below (provided that the facsimile confirmation sheet showing successful transmission is retained by the sender).

If to NIPSCO: Northern Indiana Public Service Company, LLC
801 East 86th Avenue
Merrillville, Indiana 46410
Attn: NIPSCO Real Estate
Telephone: (219) 647-4117

With a copy to: André Wright
Senior Counsel
NiSource Corporate Services Company
801 East 86th Avenue
Merrillville, IN 46410
Telephone: (219) 647-6179

If to Licensee: Town of Highland
Redevelopment Director
Town of Highland
3333 Ridge Road
Highland, Indiana 46322
Telephone: (219) 972-7598

Or at such other address or facsimile number as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is refused).

19. Licensee shall cooperate with NIPSCO with respect to monitoring the Property for any unauthorized entry or trespass, and with respect to any lawful actions taken by NIPSCO to prevent, or enforce its rights against any person committing, such unauthorized entry or trespass.

20. Licensee shall use the Property solely for purposes of the use of the Licensed Area, and shall not allow, and shall take reasonable measures to prevent, use of the Property and the Licensed Area by any other persons or for any purpose.

21. This License Agreement grants permission for only the Licensed Area, and shall not be deemed or construed as granting permission for any other or further use of the Property. Further, the License is applicable to only the foregoing described Property, and no additional rights of ingress and/or egress other than those specifically described above shall be used without first obtaining written approval from NIPSCO. Licensee shall not assign this License Agreement or the License herein granted without obtaining the prior written consent of NIPSCO.

22. This License Agreement contains the entire agreement and understanding of the parties hereto with respect to the License herein granted. No part of this License Agreement may be amended or modified, except in writing signed by both NIPSCO and Licensee. Should any provision of this License Agreement be declared invalid by a legislative administrative or judicial body of competent jurisdiction, then the other provisions contained herein shall remain in full force and effect and shall be unaffected by such declaration.

23. The terms, conditions and covenants set forth herein shall be binding upon, and accrue to the benefit of NIPSCO and Licensee, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this License Agreement as of the date provided above.

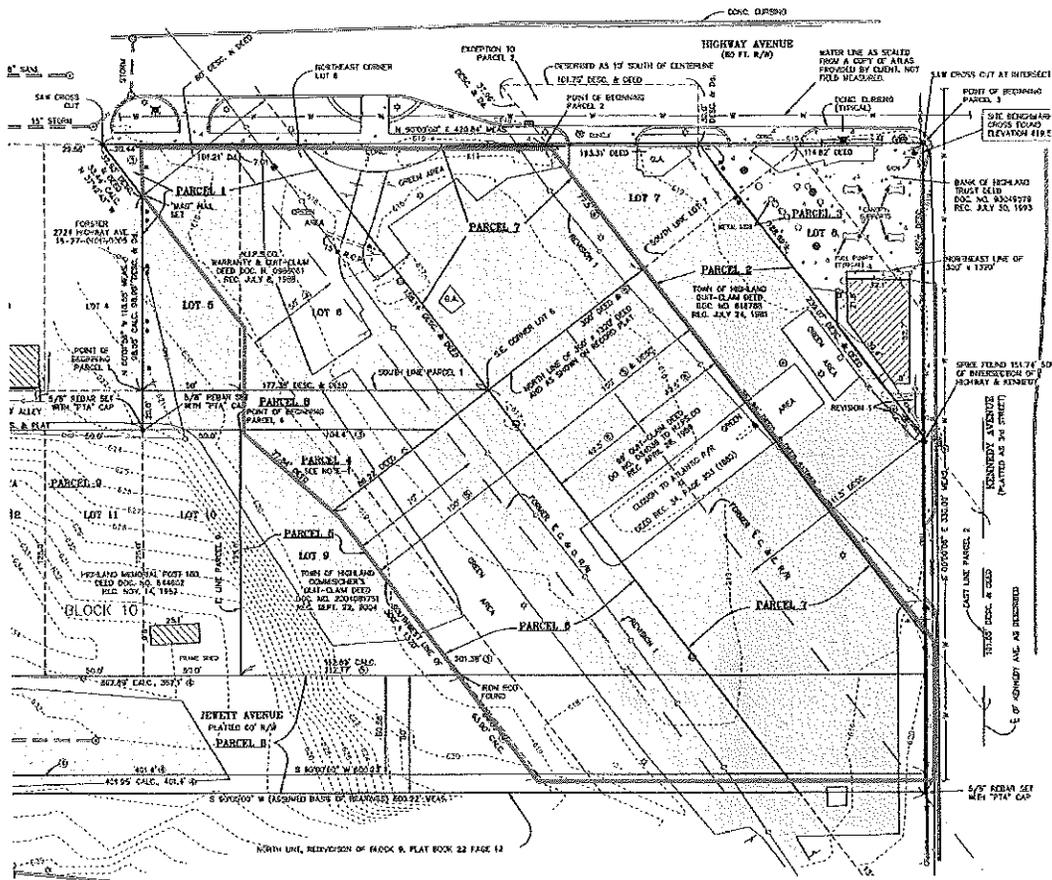
Town of Highland

By: _____
Its: _____

NORTHERN INDIANA PUBLIC
SERVICE COMPANY, LLC

By: _____
Phillip A. Patrick, Leader Survey & Land IN

EXHIBIT A



NIPSCO PROPERTY

Resolution No. 2020-12

A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION TO PROVIDE REIMBURSEMENT TO DEF PROPERTIES, LLC FOR A COMMERCIAL PROPERTY INTERIOR IMPROVEMENT GRANT OF PROPERTY LOCATED AT 2940 HIGHWAY AVENUE

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 District"), 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 on May 28, 1997, adopted Resolution No. 1997-01 declaring the Highland Redevelopment Area to be an area in need of redevelopment within the meaning of the Act; and

WHEREAS, Resolution No. 1997-01 was confirmed by the Commission with the adoption of Resolution No. 1997-02 on July 8, 1997; and

WHEREAS, Subsequent Resolutions, No. 2003-01, No. 2005-11, No. 2006-10, No. 2007-08, and No. 2008-09 confirmed expansion of the Redevelopment Area; and

WHEREAS, the Commission accepted the 2007 Comprehensive Plan for the Highland Redevelopment Area on March 14, 2007; and

WHEREAS, the Commission has prepared, developed and approved the Supplement to the Highland Municipal Code, Section 214.180: RD-Redevelopment District (Architectural and Design Standards and Guidelines for the Redevelopment Area); and

WHEREAS, the Commission from time to time may develop a program to improve the downtown; and

WHEREAS, the Commission through its 2020 budget approved the Commercial Property Improvement Grant Program which is intended to provide financial assistance for significant commercial property improvement in the Highland Downtown Redevelopment Area; and

WHEREAS, the goal of the program is to attract retail growth, additional business traffic, and catalyze investment through improved aesthetics; and

WHEREAS, DEF Properties, LLC applied for a grant totaling **\$230,414.00**, of which a not to exceed **30%**, or **\$69,124.20**, reimbursement to them upon completion of the eligible work with approved receipts would exceed the allowed maximum award of **\$40,000.00**; and

WHEREAS, the Commission through its Commercial Property Improvement Grant Program Guidelines reserves the right to award a maximum grant of **\$40,000** for any individual application submitted.

All property taxes must be paid and up-to-date and there shall be no liens against the property.

NOW, THEREFORE, BE IT RESOLVED by the Highland Redevelopment Commission as follows:

1. That the Commission finds and determines that it will be of public utility and benefit to approve reimbursement to David Foreit of DEF Properties, LLC for a Commercial Property Façade Improvement Grant for property located at 2940 Highway Avenue.
2. The project cost applied for is **\$230,414.00** as designated by the contractors lowest work estimates submitted as supporting documentation to the application.
3. That the Commission will provide an up to and not to exceed reimbursement of **\$40,000.00, as allowed by the Highland Redevelopment Commission Commercial Property Improvement Grant Program guidelines as a maximum grant.**
4. That all reimbursements will be made upon delivery of proof of work completion, and receipt by the Highland Redevelopment Commission, of approved receipts for work performed, and proof that all property taxes are paid and up-to-date and no liens have been filed on the property.
5. That this Resolution shall be in full force and effect after its adoption by the Commission.

ADOPTED AND APPROVED at a meeting of the Highland Redevelopment Commission held on the 28th day of April, 2020 by a vote of ____ in favor and ____ opposed.

Highland Redevelopment Commission

By: _____
George Georgeff, President

Attest:

By: _____
Robyn Radford, Secretary

HIGHLAND MAIN STREET BUREAU
COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant Name: DAVID FOREIT
Applicant Address: 1313 Park Drive Munster IN
Business Name: DEF Properties LLC III
Business Owner: DAVID & Emily Foreit
Business Owner Address: SCHULZ
Property Address: 2940 HIGHWAY AVE HIGHLAND IN
Property Key Number: 45-07-21-452-C10-000-026
(This is the 18-digit number that identifies property in Indiana)
Phone Number: 219-805-1111 Fax Number: 219-895-0653
Email Address: dforeit@qiktel.com
Estimated Start Date: May 1, 2020 Completion Date: July 2020
Total Cost of Project: \$ 230,919⁰⁰
Owner Commitment: \$ 190,919⁰⁰
Commercial Property Improvement Grant Program Commitment (30% maximum): \$ 69,275⁷⁰

Please attach the following supporting documents:

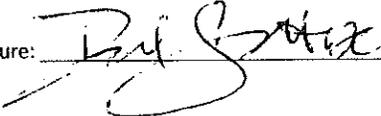
Attachment #1: Project scope of work, including architectural renderings, color samples, product specifications/cut sheets and/or other manufacturer product information.

Attachment #2: Photos of existing building and close-up photos of areas to be improved.

Attachment #3: Professional cost estimates from contractors, architects and tradesmen. Include cost estimates for both the materials and labor. One alternate estimate must be provided for comparison.

Attachment #4: A copy of your lease agreement/letter of intent and written permission of the building owner, if the applicant is not the owner.

follow the Commercial Property Improvement Grant process. I am submitting documentation as requested.

Applicant's Signature:  Date: 4/19/2020

COMPLETE AND RETURN THIS APPLICATION WITH ATTACHMENTS TO:

Highland Main Street Bureau
Attn: Kathy DeGuilio-Fox, Redevelopment Director
3333 Ridge Road, Highland, Indiana 46322
Phone: 219-972-7598
Email to:

Boerman Construction Inc.

787 West 600 North
Hobart, IN 46342

Estimate

Date	4/16/2020
Estimate #	2020-12
Phone #	219-313-4028

Name / Address
DEF Property LLC. Dave Foreit 2621 Highway Highland, IN 46322

E-mail	d_b1418@sbcglobal.net
--------	-----------------------

Terms	Due Date	Project
	4/2/2020	2940 Highway Interior buil...

Item	Description	Qty	Rate	Total
Carpentry	Framing: Frame all walls to top of existing ceiling. Labor and material		19,605.00	19,605.00
Carpentry	Trim: Install metal framed door jambs 20 Min 1 3/4" doors , locks, door stops, base and base shoe trim. Labor and material.		17,446.00	17,446.00
Ceiling	Acoustical ceiling: Install 2'x2' acoustical ceiling system. (Fire rated)		15,750.00	15,750.00
Window	Remove and install 6 new windows in back of building. Allowance for windows \$6,000.00 labor and material.		7,920.00	7,920.00
Electric	Rough in outlets, switches, lighting, smoke alarms, and exit signs. Install all new devices and light fixtures. Labor and material.		34,960.00	34,960.00
Plumbing	Rough in for 3 bathrooms, utility room, and kitchen area. Install all new fixture labor and material		14,650.00	14,650.00
H.V.A.C.	Install new supply and returned air ducts. Install diffusers and grills. Labor and material.		16,489.00	16,489.00
Concrete	Cut floor and patch for new plumbing lines. Labor and material		1,750.00	1,750.00
Insulate	Install R 15 on exterior walls, interior rosily sound insulation, and blow in insulation in attic		23,963.00	23,963.00
Drywall	Install 5/8 drywall on all walls. Finish tape for paint. Labor and material		21,444.00	21,444.00
Carpet	Install carpet on all floors except for bathrooms and utility room.		7,390.00	7,390.00
Tile	Install tile on 3 bathroom floors , utility room floor. (Floors only) Allowance for tile \$4.00 sf		2,220.00	2,220.00
Painting	Prime all new drywall, Paint walls with 2 coats of paint, paint doors and trim, and caulk and putty. Labor and material		8,425.00	8,425.00
General Contractor	General contracting fee 20% of \$192,012.00		38,402.00	38,402.00
Total				\$230,414.00

Signature _____



40 E Joliet St. • Schererville, Indiana 46375 • (219) 515-2882 • Fax (219) 515-2883
dtmconstruction@gmail.com

4/9/2020

*DEF Properties LLC
Dr David Foreit
2621 Highway Ave
Highland In 46322*

*Re: 2940 Highway Ave
Highland In 46322*

INTERIOR WORK SPECIFICATIONS

As per your request, I have inspected the building at the above address, and submit the following to you. All material, labor and licensed bonded and insured workers to perform the following work to building code:

- Frame interior and exterior walls to existing ceiling.
- Install 1 ¾" doors. Price includes metal door jambs and all related hardware and trim.
- Install six (6) new windows on the rear of the building. Allowance for this is \$6,000.00.
- Install electrical rough per code. This includes switches, outlets, exit signs smoke alarms, lighting, and light fixtures.
- Install rough plumbing per code. Cut floor to install new plumbing lines, repair concrete when completed. Included are 3 bathrooms, kitchen, and utility room. Install new fixtures.
- HVAC system will have new supply and return air ducts, diffusers & grills.
- Exterior walls will have an insulation installed (R-15). Interior walls will have a sound deadening (Rosily) insulation installed. Attic will have a blown in insulation to code.
- Install 5/8" drywall on walls. Finish tape and prepare for painting.
- Install a fire rated, 2'x2' acoustical grid ceiling.
- Install tile in bathrooms (3) and utility room. Allowance for tile is \$4.00 per sq. ft.
- Prime drywall and paint with 2 coats. Paint trim and doors. Caulk and putty.
- Clean and remove all debris.
- Price includes general contracting fee.
- Due to the unknown costs, permit fees will be an additional charge.



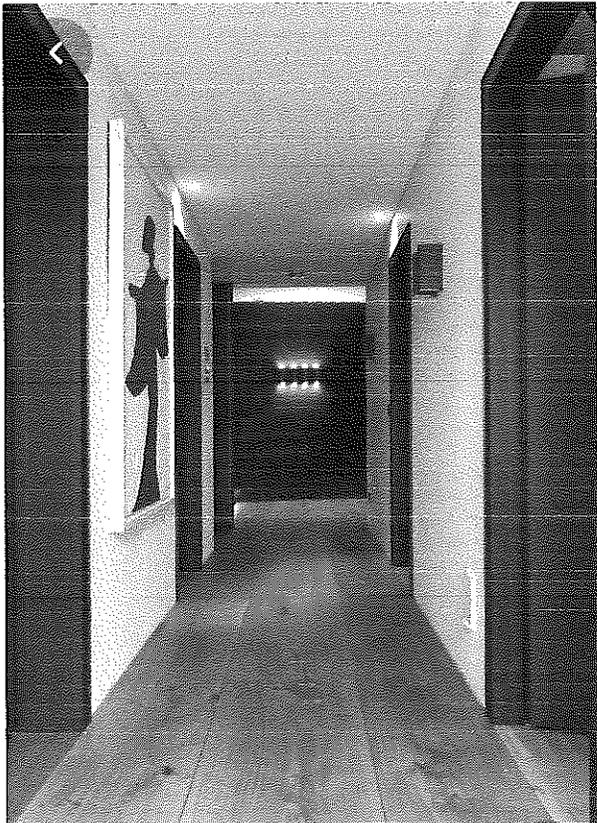
Investment Summary

PRICE: **\$240,950.00**

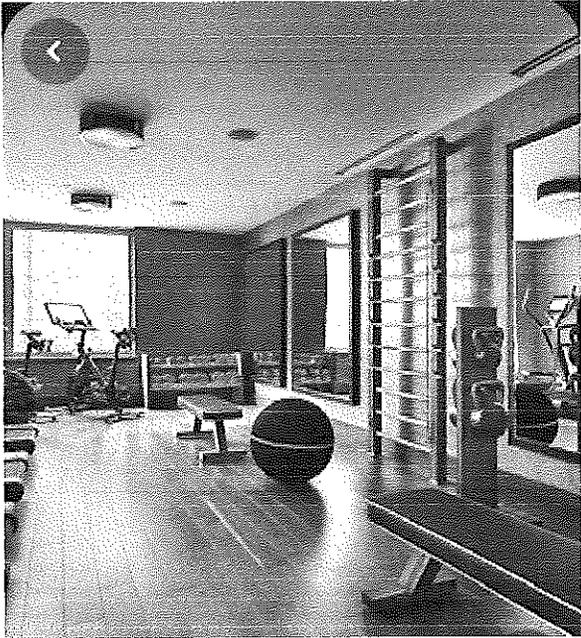
TERMS: **To be determined.**

Warranty: **10-Year Labor Warranty Due To Workmanship.
Limited Lifetime Warranty Issued By Manufacturer.**

Overall Color Scheme and Carpeting selection:



Traction and physical therapy area:



Reception and waiting area: polished concrete floors and sprayed black ceilings:



Office build outs with windows and exam rooms without windows.



Resolution No. 2020-13

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION TO PROVIDE REIMBURSEMENT TO DEF
PROPERTIES, LLC FOR A COMMERCIAL PROPERTY FACADE
IMPROVEMENT GRANT OF PROPERTY LOCATED AT
2940 HIGHWAY AVENUE**

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 District"), 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 on May 28, 1997, adopted Resolution No. 1997-01 declaring the Highland Redevelopment Area to be an area in need of redevelopment within the meaning of the Act; and

WHEREAS, Resolution No. 1997-01 was confirmed by the Commission with the adoption of Resolution No. 1997-02 on July 8, 1997; and

WHEREAS, Subsequent Resolutions, No. 2003-01, No. 2005-11, No. 2006-10, No. 2007-08, and No. 2008-09 confirmed expansion of the Redevelopment Area; and

WHEREAS, the Commission accepted the 2007 Comprehensive Plan for the Highland Redevelopment Area on March 14, 2007; and

WHEREAS, the Commission has prepared, developed and approved the Supplement to the Highland Municipal Code, Section 214.180: RD-Redevelopment District (Architectural and Design Standards and Guidelines for the Redevelopment Area); and

WHEREAS, the Commission from time to time may develop a program to improve the downtown; and

WHEREAS, the Commission through its 2020 budget approved the Commercial Property Improvement Grant Program which is intended to provide financial assistance for significant commercial property improvement in the Highland Downtown Redevelopment Area; and

WHEREAS, the goal of the program is to attract retail growth, additional business traffic, and catalyze investment through improved aesthetics; and

WHEREAS, DEF Properties, LLC applied for a grant totaling **\$71,903.00**, of which a not to exceed 30%, or **\$21,570.00**, would be reimbursed to them for eligible project costs upon completion of the work with approved receipts; and

WHEREAS, the Commission through its Commercial Property Improvement Grant Program Guidelines reserves the right to award a maximum grant of **\$40,000** for any individual application submitted.

All property taxes must be paid and up-to-date and there shall be no liens against the property.

NOW, THEREFORE, BE IT RESOLVED by the Highland Redevelopment Commission as follows:

1. That the Commission finds and determines that it will be of public utility and benefit to approve reimbursement to David Foreit of DEF Properties, LLC for a Commercial Property Interior Improvement Grant for property located at 2940 Highway Avenue.
2. The project cost applied for is **\$71,903.00** as designated by the contractors lowest work estimate submitted as supporting documentation to the application.
3. That the Commission will provide up to and a not to exceed reimbursement of **\$21,570.00, or approximately 30% of the estimated eligible project costs**, and based upon the total project cost of **\$71,903.00**.
4. That all reimbursements will be made upon delivery of proof of work completion, and receipt by the Highland Redevelopment Commission, of approved receipts for work performed, and proof that all property taxes are paid and up-to-date and no liens have been filed on the property.
5. That this Resolution shall be in full force and effect after its adoption by the Commission.

ADOPTED AND APPROVED at a meeting of the Highland Redevelopment Commission held on the 28th day of April, 2020 by a vote of ____ in favor and ____ opposed.

Highland Redevelopment Commission

**By: _____
George Georgeff, President**

Attest:

**By: _____
Robyn Radford, Secretary**

HIGHLAND REDEVELOPMENT COMMISSION
COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant Name: David & Emily Forest
Applicant Address: 1313 Park Dr. Muncie IN 46321
Business Name: DEF Properties III
Business Owner: Same as above
Business Owner Address: Same as above
Property Address: 2940 Highway Ave. Highland IN
Property Key Number: 45.07.21 457-010.000-026
(This is the 18-digit number that identifies property in Indiana)
Phone Number: (219) 205-4201 Fax Number: 219-595-0653
Email Address: forest@gmail.com
Estimated Start Date: May 1, 2020 Completion Date: July 2020
Total Cost of Project: \$ 71,903
Owner Commitment: \$ 50,333
Commercial Property Improvement Grant Program Commitment (30% maximum): \$ 21,570

Please attach the following supporting documents:

Attachment #1: Project scope of work, including architectural renderings, color samples, product specifications/cut sheets and/or other manufacturer product information.

Attachment #2: Photos of existing building and close-up photos of areas to be improved.

Attachment #3: Professional cost estimates from contractors, architects and tradesmen. Include cost estimates for both the materials and labor. One alternate estimate must be provided for comparison.

Attachment #4: A copy of your lease agreement/letter of intent and written permission of the building owner, if the applicant is not the owner.

follow the Commercial Property Improvement Grant process. I am submitting documentation as requested.

Applicant's Signature:  Date: 4/7/20

COMPLETE AND RETURN THIS APPLICATION WITH ATTACHMENTS TO:

Highland Redevelopment Commission
Attn: Kathy DeGuilio-Fox, Redevelopment Director
3333 Ridge Road, Highland, Indiana 46322
Phone: 219-972-7598
Email to: kdeguilio@highlandindiana.com

Boerman Construction Inc.

787 West 600 North
Hobart, IN 46342

Estimate

Date	4/2/2020
Estimate #	2020-11
Phone #	219-313-4028

Name / Address
DEF Prop's III 1313 Park Dr Munster, IN 46321

E-mail	d_b1418@sbcglobal.net
--------	-----------------------

Terms	Due Date	Project
	4/2/2020	2940 Highway Highland E...

Item	Description	Qty	Rate	Total
Carpentry	Remove windows and door in front of building and frame for new windows and door. Labor and material		6,350.00	6,350.00
Windows	Install Commercial store front with new windows and door Labor and material		18,423.00	18,423.00
Roofing	Remove roof in front on the front of building. Labor and material		3,860.00	3,860.00
Masonry	Remove all the brick off the front of the building. Install new brick on the front of the building. Labor and material		29,350.00	29,350.00
Carpentry	Install 60' of treated backing for metal flashing on top of wall. Labor and material		740.00	740.00
Roofing	Install 60' of custom made metal flashing to cap wall. Labor and material		1,200.00	1,200.00
General Contractor	General Contracting fee 20% \$59,923.00 = \$11,984.60		11,980.60	11,980.60
Total				\$71,903.60

Signature _____



40 E Joliet St. • Schererville, Indiana 46375 • (219) 515-2882 • Fax (219) 515-2883
dtmconstruction@gmail.com

4/9/2020

*DEF Properties LLC
Dr David Foreit
2621 Highway Ave
Highland In 46322*

*Re: 2940 Highway Ave
Highland In 46322*

EXTERIOR WORK SPECIFICATIONS

As per your request, I have inspected the building at the above address, and submit the following to you. All material, labor and licensed bonded and insured workers to perform the following work to building code:

- On the front of the building, remove the existing windows and doors and install new commercial store front including windows, door, frame and hardware.
- Remove existing brick on the front of building and install new.
- Remove the existing roof on front of building.
- Install 60 ft of treated wood in preparation for coping metal.
- Install 60 ft of custom-made coping metal to parapet wall.
- Price includes general contracting fee.
- Permits to be an additional charge.



Investment Summary

PRICE: **\$77,550.00**

TERMS: **To be determined.**

Warranty: **10-Year Labor Warranty Due To Workmanship.
Limited Lifetime Warranty Issued By Manufacturer.**



BRICK WILL BE REPLACED WITH AN OFF-WHITE BRICK, NEW (NON-ARCHED) WINDOWS AND STOREFRONT DOOR.



REPLACING SHINGLE FACING WITH ALUMINUM WOOD-LOOK FACIA:



WOOD SLAT CANOPY OVER ENTRYWAY (SIMILAR TO WHAT IS INSTALLED AT PRAMUK DENTAL CENTER):



Resolution No. 2020-14

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION TO PROVIDE REIMBURSEMENT TO AUSTGEN
PROPERTIES FOR A COMMERCIAL PROPERTY FACADE
IMPROVEMENT GRANT OF PROPERTY
LOCATED AT 3750 RIDGE ROAD**

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 District"), 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 on May 28, 1997, adopted Resolution No. 1997-01 declaring the Highland Redevelopment Area to be an area in need of redevelopment within the meaning of the Act; and

WHEREAS, Resolution No. 1997-01 was confirmed by the Commission with the adoption of Resolution No. 1997-02 on July 8, 1997; and

WHEREAS, Subsequent Resolutions, No. 2003-01, No. 2005-11, No. 2006-10, No. 2007-08, and No. 2008-09 confirmed expansion of the Redevelopment Area; and

WHEREAS, the Commission accepted the 2007 Comprehensive Plan for the Highland Redevelopment Area on March 14, 2007; and

WHEREAS, the Commission has prepared, developed and approved the Supplement to the Highland Municipal Code, Section 214.180: RD-Redevelopment District (Architectural and Design Standards and Guidelines for the Redevelopment Area); and

WHEREAS, the Commission from time to time may develop a program to improve the downtown; and

WHEREAS, the Commission through its 2020 budget approved the Commercial Property Improvement Grant Program which is intended to provide financial assistance for significant commercial property improvement in the Highland Downtown Redevelopment Area; and

WHEREAS, the goal of the program is to attract retail growth, additional business traffic, and catalyze investment through improved aesthetics; and

WHEREAS, Austgen Properties applied for a grant totaling **\$122,211.00**, of which a not to exceed 30%, or **\$36,663.00**, would be reimbursed to them for eligible project costs upon completion of the work with approved receipts; and

WHEREAS, the Commission through its Commercial Property Improvement Grant Program Guidelines reserves the right to award a maximum grant of **\$40,000** for any individual application submitted.

All property taxes must be paid and up-to-date and there shall be no liens against the property.

NOW, THEREFORE, BE IT RESOLVED by the Highland Redevelopment Commission as follows:

1. That the Commission finds and determines that it will be of public utility and benefit to approve reimbursement to Jeff Austgen of Austgen Properties for a Commercial Property Façade Improvement Grant for property located at 3750 Ridge Road.
2. The project cost applied for is **\$122,211.00** as designated by the contractors lowest work estimates submitted as supporting documentation to the application.
3. That the Commission will provide up to and a not to exceed reimbursement of **\$36,663.00**, or **approximately 30% of the estimated eligible project costs**, and based upon the total project cost of **\$122,211.00**.
4. That all reimbursements will be made upon delivery of proof of work completion, and receipt by the Highland Redevelopment Commission, of approved receipts for work performed, and proof that all property taxes are paid and up-to-date and no liens have been filed on the property.
5. That this Resolution shall be in full force and effect after its adoption by the Commission.

ADOPTED AND APPROVED at a meeting of the Highland Redevelopment Commission held on the 28th day of April, 2020 by a vote of ____ in favor and ____ opposed.

Highland Redevelopment Commission

**By: _____
George Georgeff, President**

Attest:

**By: _____
Robyn Radford, Secretary**

HIGHLAND MAIN STREET BUREAU
COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant Name: Jeff Austgen MA Properties VIII LLC

Applicant Address: 801 E. Main St. Griffith

Business Name: Austgen Properties

Business Owner: Jeff Austgen

Business Owner Address: 801 E. Main St. Griffith IN 46319

Property Address: 3750 Ridge Rd

Property Key Number: 45-07-27-202-009.000-026
(This is the 18-digit number that identifies property in Indiana)

Phone Number: 219-922-2074 ^{x117} Fax Number: 922-8409

Email Address: jeff@austgen.com

Estimated Start Date: 6/1/20 Completion Date: 8/1/20

Total Cost of Project: \$ 122,211

Owner Commitment: \$ 85,548

Commercial Property Improvement Grant Program Commitment (30% maximum): \$ 36,663

Please attach the following supporting documents:

Attachment #1: Project scope of work, including architectural renderings, color samples, product specifications/cut sheets and/or other manufacturer product information.

Attachment #2: Photos of existing building and close-up photos of areas to be improved.

Attachment #3: Professional cost estimates from contractors, architects and tradesmen. Include cost estimates for both the materials and labor. One alternate estimate must be provided for comparison.

N/A

Attachment #4: A copy of your lease agreement/letter of intent and written permission of the building owner, if the applicant is not the owner.

follow the Commercial Property Improvement Grant process. I am submitting documentation as requested.

Applicant's Signature:  Date: 3/18/20

COMPLETE AND RETURN THIS APPLICATION WITH ATTACHMENTS TO:

Highland Main Street Bureau
Attn: Kathy DeGuilio-Fox, Redevelopment Director
3333 Ridge Road, Highland, Indiana 46322
Phone: 219-972-7598
Email to: kdeguilio-fox@highland.in.com

801 East Main Street
Griffith, IN 46319
Ph. 219-922-2074
Fax 219-922-8409
www.austgen.com



Commercial
Residential
Retail
Industrial
ULock Storage

MA VIII LLC.
801 E. Main St.
Griffith, In 46319

March 18, 2020

RE: 3750 RIDGE RD, HIGHLAND

Austgen Properties along with Austgen Electric proposes to furnish all materials and perform all labor necessary to complete the following:

- Remove wood lathe and tar paper on exterior of building.
- Plywood over old Window and Door area on the Northeast corner.
- Saw cut and remove block for new window. Frame window opening to match West side window.
- Install one Bronze Thermal Window Frame with 1" clear insulated glass. Caulk and seal as needed.
- Install 132' of customer supplied Cornice at the top of building.
- Remove old and install new Bronze parapet cap on three side of building. Front and sides.
- Install customer supplied 50' Awning.
- Remove rear gutter and downspouts. Mortar fill all holes on back of building and prep for paint.
- Install new gutter and downspouts on rear of building.
- Remove two West facing lights and brackets along with two rear lights. Re-install after brick facade is complete.
- Install six new LED up/down lights, six new LED awning lights and one 20' light pole along with all associated conduit, boxes and light pole foundation.
- Supply electric for future sign (front of building).
- Sand, prime and paint existing post sign. Remove old lights and ballast and covert to LED. Install customer supplied translucent panels.
- Landscape East side of building in existing planter area.

Total Project Cost \$ 53,600.00

Price Does Not Include: Overtime or permit fees.

No retainage, paid upon completion, net 30, standard terms apply. Quote valid for 10 days.

Respectfully submitted,

Jeff Austgen

If you default in payment, you agree to pay the holder of this proposal all costs of collection including reasonable attorney fees, court costs, and interest at the rate of 1.5% per month-annual percentage rate 18% from the date of the default, without relief from valuation & appraisal laws. Terms, progress billing, balance due upon completion, with approved credit. No retainage allowed. Quote valid for 5 days.

Acceptance

Date _____

By _____

TO: Jeff Austgen
 Austgen Properties Inc.
 801 E. Main St
 Griffith, IN 46319

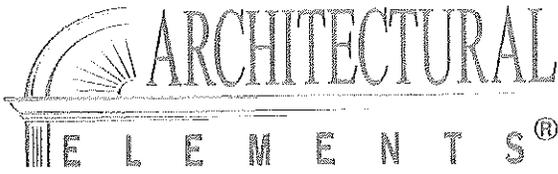
RECAP SHEET

Cost Sheet
 March 18, 2020



RE: 3750 Ridge Rd.
 Highland, IN 46322

Gross Building (SF) 3,383 Project Duration 3.00 Start Date 6/1/2020 Lot Size (AC) 1.74		SITework		SHELL & CORE		OFFICE BUILDOUT		TOTAL COSTS	
Division	Trade	Total \$	Cost / AC	Total \$	Cost / SF	Total \$	Cost / SF	Total Amount \$	Cost / SF
1	SURVEY AND LAYOUT ALLOWANCE	1,500						1,500	0.44
	TESTING ALLOWANCE	0						0	0.00
2	SITE DEMOLITION	3,000						3,000	0.89
	MASS EXCAVATION	0						0	0.00
	SWPPP MONITORING ALLOWANCE	0						0	0.00
	DETENTION STORMWATER	0						0	0.00
	ASPHALT PAVING	0						0	0.00
	CONCRETE PAVING/CURBS	0						0	0.00
	SITE UTILITY	0						0	0.00
	SITE IMPROVEMENTS	0						0	0.00
	TRASH ENCLOSURE	0						0	0.00
	LANDSCAPING ALLOWANCE (AUSTGEN)	6,000						6,000	1.77
3	CONCRETE							0	0.00
	SIDEWALKS							0	0.00
	BOLLARDS, APRONS							0	0.00
4	MASONRY (NORTH STAR)			42,671	\$ 12.61			42,671	12.61
5	METAL FABRICATIONS (AUSTGEN)			4,500	\$ 1.33			4,500	1.33
6	ROUGH CARPENTRY (AUSTGEN)			23,000	\$ 6.80			23,000	6.80
	AWNING			7,507				7,507	2.22
	CORNICE			4,934				4,934	1.46
	GUTTERS/DOWNSPOUTS (STYLE CRAFT)			1,100	\$ 0.33			1,100	0.33
	DUMPSTERS							0	0.00
7	MEMBRANE ROOFING							0	0.00
8	MAN-DOORS - INCLUDED IN BLDG							0	0.00
	SECTIONAL OVERHEAD DOORS							0	0.00
	GLAZING (AUSTGEN)			1,500	\$ 0.44			1,500	0.44
9	FLOOR COATING							0	0.00
	PAINTING			1,500				1,500	0.44
10	FIRE EXTINGUISHERS							0	0.00
	BUILDING SIGN							0	0.00
11	LOADING DOCK EQUIPMENT							0	0.00
12	FURNISHINGS							0	0.00
13	MAIN CANOPY ALLOWANCE							0	0.00
	MONUMENT SIGN ALLOWANCE (AUSTGEN)			4,500	\$ 1.33			4,500	1.33
	OFFICE BUILDOUT ALLOWANCE							0	0.00
	BATHROOMS							0	0.00
14	CONVEYING SYSTEMS							0	0.00
15	SPRINKLER SYSTEM							0	0.00
	PLUMBING							0	0.00
	HVAC							0	0.00
	GAS PIPING AND REGULATORS							0	0.00
16	ELECTRICAL (AUSTGEN)			9,500	\$ 2.81			9,500	2.81
	SITE LIGHTING			5,000	\$ 1.48			5,000	1.48
SUBTOTAL DIRECT COST		10,500		105,711	27.13			116,211	34.35
4.30%	GENERAL COND/CONSTRUCTION MNGT	5,000		5,000	1.48			5,000	1.48
SUBTOTAL		15,500		110,711	28.61			121,211	35.83
0.00%	CONTINGENCY ALLOWANCE	0						0	0.00
0.41%	PERMIT ALLOWANCE	500						500	0.15
0.00%	IMPACT, TAP-ON FEES	0						0	0.00
0.00%	ESCALATION ALLOWANCE	0						0	0.00
SUBTOTAL									
0.00%	OVERHEAD & PROFIT							0	0.00
0.41%	LIABILITY INSURANCE	500						500	0.15
0.00%	BUILDER RISK INSURANCE	0						0	0.00
PROJECT TOTAL		16,500		110,711	28.61			122,211	36.13



SOURCE & RESOURCE FOR MOULDED MILLWORK PRODUCTS

972 Massachusetts Ave. • Boxborough, MA 01719
 800-399-0268 • 978-263-2482 • 855-249-8599 FAX
 SALES@ARCHITECTURAL-ELEMENTS.COM

QUOTATION

PAGE 1 OF 1

QUOTE: # 022842-00
 DATE: 3/18/2020

PROJECT: _____
 CUST PO: _____
 TERMS: PREPAID, CREDIT CARDS ADD 4%

(219) 922-2074 x117

BILLING

JEFF AUSTGEN
 AUSTGEN PROPERTIES INC.
 801 E. MAIN ST
 GRIFFITH, IN 46319

SHIPPING

JEFF AUSTGEN
 AUSTGEN PROPERTIES INC.
 801 E. MAIN ST
 GRIFFITH, IN 46319

QTY/UNIT	ITEM #	ITEM DESCRIPTION	UNIT PRICE	NET AMOUNT
11 EA	MLD344213	MOULDING - 8 3/8" PROJ X 17 5/8" H X 12' L	448.50	4,933.50

This is a confirmation of quotation only. To place the order please email a signed, dated copy of this quote. Include any PO number required. Confirm all details and delivery information for accuracy. We are not responsible for take-off quantities. Please note: Any changes in quantities may change the per-piece price or quoted freight cost. This Quote is valid for 30 days.

Terms: Prepaid, Credit Cards Add 4%
 Delivery: 2-3 Weeks Approx.

This pricing includes shipment via common carrier to a commercial address with ability to unload freight. If you require additional services such as call ahead for delivery notification, lift-gate service or if your address is residential, then contact us immediately as additional charges will apply and will be quoted in advance.

Out of state sales tax is the responsibility of the Buyer if not calculated, we do not necessarily collect sales tax outside of MA. All products are made to order and all sales are final, no returns accepted. Architectural Elements, Inc. will not accept return of any merchandise for credit except in the case of defective merchandise. Exceptions to quantity or quality of merchandise must be made within 10 days of receipt of merchandise.

Your signature indicates your understanding and acceptance of the above.

Invoiced amounts outstanding 30 days after ship date are subject to a monthly late payment charge of 2% (20% APR).

SUBTOTAL	\$4,933.50
S&H	\$148.01
TAX	
TOTAL QUOTE	\$5,081.51

Authorized Signature: _____

Print Name: _____

Date Accepted: _____

Your PO #: _____



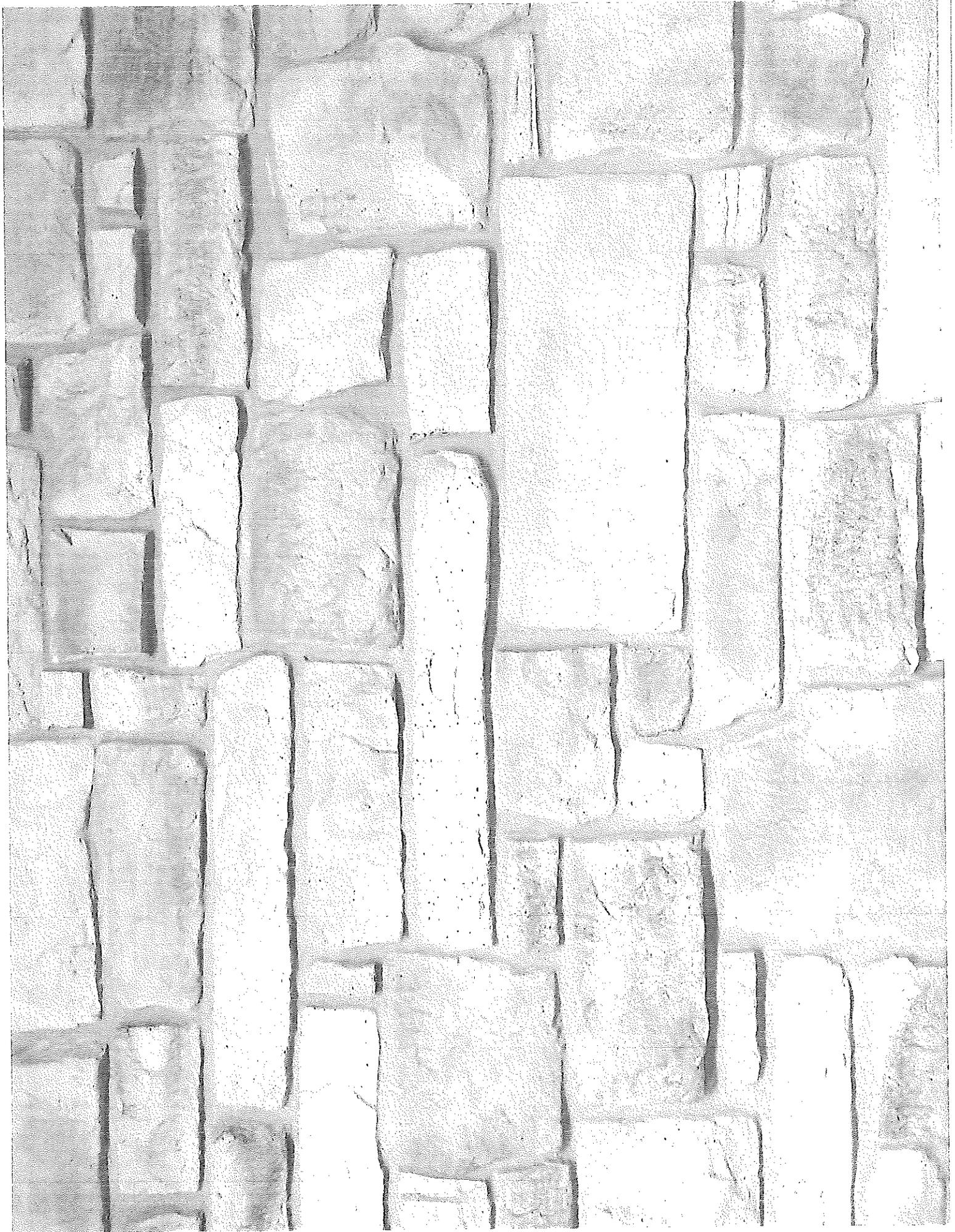
Invoice

General Awning, LLC
 PO Box 461294
 Aurora, CO 80046-1294
 1-888-768-8404
 www.GeneralAwning.com

Date	Invoice #
3/18/2020	2031856

Name / Address
Austgen Properties Inc. 801 E. Main St Griffith, In 46319

Description	Qty	Cost	Total
New Yorker Window / Door Awning Width = 50' Height x Projection = 56" x 48" Sunbrella Fabric Delivered	1	\$ 7,506.80	\$ 7,506.80
Any questions, please call our toll-free number: 1-888-768-8404. Prepayment required for all orders. To pay by credit card, please call our toll-free number above. Mail checks or money orders to the address above.			Subtotal \$ 7,506.80 Shipping Sales Tax Total \$ 7,506.80



DESIGN CONCEPT - COMPLETE





WEST ELEVATION - CURRENT



EAST ELEVATION - CURRENT



NORTH ELEVATION - CURRENT



SOUTH ELEVATION - CURRENT

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2020-15**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AND
ADOPTING AN ADDENDUM TO MODIFY AN AGREEMENT BETWEEN WEAVER CONSULTANT
GROUP AND THE HIGHLAND REDEVELOPMENT COMMISSION AS APPROVED BY
RESOLUTION 2019-11**

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 include performing all acts incident to the statutory powers and duties of a redevelopment commission; and

Whereas, The Redevelopment Commission may adopt rules and bylaws 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 contracts by statute; and

Whereas, The Redevelopment Commission does from time to time require the amending of an agreement previously executed and;

Now Therefore Be It Hereby Resolved by the Highland Redevelopment Commission, Lake County, Indiana:

1. That it is in the best interest of the Town of Highland Redevelopment Commission to modify selected terminology within specific sections of the agreement between Weaver Consultant Group and the Highland Redevelopment Commission as ratified by Resolution 2019-11.
2. That said approved modifications are contained within the Addendum attached hereto as Exhibit A.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 28th day of April, 2020 having passed by a vote of ____ in favor and ____ opposed.

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

President

ATTEST:

Secretary

**ADDENDUM #1 TO PROPOSAL
NO. WNCP-032-2018-16-Phase 2**

This Addendum #1 to Proposal No. WNCP-032-2018-16-Phase 2, (“Addendum”), is entered into on this ____ day of _____, 2020 between **WEAVER CONSULTANTS NORTH CENTRAL, LLC**, (“Weaver”), and the **TOWN OF HIGHLAND**, through its **REDEVELOPMENT COMMISSION**, (“Commission”) (collectively the “Parties”) as follows:

WITNESSETH:

WHEREAS the Parties entered into the referenced contract, by proposal and acceptance, in the early part of 2019, which was executed by the Commission on March 18, 2019.

WHEREAS the Parties seek to amend the referenced contract by way of this Addendum in the following ways:

- a. “Task 3 – Construction Management” as described on pages 3-5 of the referenced contract shall be amended by this Addendum and henceforth described as “Construction Engineering and Inspection Services”. Weaver will oversee the bidding, contractor selection process and manage the contractor selected for the parking lot improvements, the trolley stop and the Depot public restroom building construction. All contracts will be between the Town of Highland and the contractor selected through a bidding process and;
- b. Weaver will provide engineering and inspection services during construction and for the duration of this project to ensure compliance with the architectural and engineering plan, project schedule and budget. Services will include shop drawings review, preparation of change orders and contractor payment approvals, final punch lists and project close-out. Services will include all bullet points under Phase I as listed on page 4 of referenced contract and;
- c. Task 3 – “Construction Management” as described on page 6, Section: Schedule of the referenced contract shall be further amended and henceforth described as: “Construction Engineering and Inspection Services”. Weaver will perform in accordance with the overall project schedule and assumes all work will be completed no later than October 4, 2020. Any work performed after that date will be on a time and material basis and;
- d. Task 3 – “Construction Management” as described on page 6, Section: Fee Estimate of the referenced contract shall be further amended and henceforth described as: “Construction Engineering and Inspection Services”. Weaver will provide the services described in Sections a – c of this Addendum with no change to the estimated fees as described in the original referenced contract.

IN WITNESS WHEREOF:

The Parties, with their respective hands and seals, hereby execute this Addendum on the date first above written.

Town of Highland
Redevelopment Commission

Weaver Consultants North
Central. LLC

Client

Consultant

By (Signature)

By (Signature)

By (Printed Name)

By (Printed Name)

Title

Title

Date

Date

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2019-11**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN
AGREEMENT FOR PHASE II CIVIL ENGINEERING, SURVEYING SERVICES AND CONSTRUCTION
MANAGEMENT OF SW CORNER OF HIGHWAY AVENUE AND KENNEDY AVENUE
TO THE HIGHLAND REDEVELOPMENT COMMISSION**

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 include performing all acts incident to the statutory powers and duties of a redevelopment commission; and

Whereas, The Redevelopment Commission may adopt rules and bylaws 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

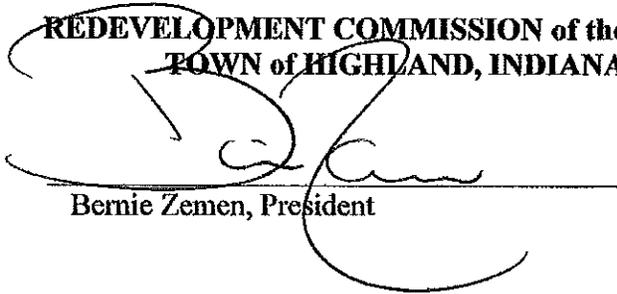
Whereas, The Redevelopment Commission does from time to time need financial advice and general redevelopment consulting to carry out its duties; and,

Now Therefore Be It Hereby Resolved by the Highland Redevelopment Commission, Lake County, Indiana:

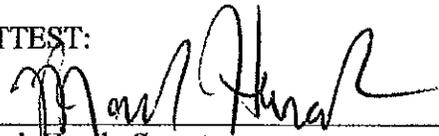
That it is in the best interest of the Town to enter into an Agreement with Weaver Consultants Group for Phase II Civil Engineering, Surveying Services and Construction Management of the SW Corner of Highway Avenue and Kennedy Avenue for a Total All Tasks amount of \$66,000.00.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 18th day of March, 2019 having passed by a vote of 5 in favor and 0 opposed.

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


Bernie Zemen, President

ATTEST:


Mark Herak, Secretary



March 13, 2019

Town of Highland
3333 Ridge Rd.
Highland, IN 46322
c/o Kathy DeGuillio-Fax

Re: Proposal for Engineering and Surveying Services **Phase 2, Rev 1**
Downtown Parking Lots, Highland, IN
Proposal No. WNCP-032-2018-16-Phase 2

Dear Kathy:

Weaver Consultants North Central, LLC (Weaver) appreciates the opportunity to submit this revised proposal to provide Phase 2 civil engineering and surveying services for proposed improvements to assist in the redevelopment of downtown Highland, IN. We have the in-house capability to provide civil, geotechnical, environmental, surveying and construction services, to provide a more coordinated and efficient project. All of these services can be utilized to efficiently expedite this project, thus we can save our clients time and money.

This proposal includes a brief Project Summary, as well as a Scope of Work that addresses the specific services we are prepared to provide. The Clarifications and Assumptions provide our most recent understanding of circumstances and concerns that may not yet be final per this proposal date.

Project Summary

Our team is implementing the downtown redevelopment plan for the Town of Highland. The redevelopment is concentrating on the SW corner of Kennedy Avenue and Highway Street. Much of the parking lot and development is on land currently owned by NiSource. We had several meeting and conversations with NiSource regarding the use of their land. In addition, it has been determined that relocation of the Erie Lackawanna Trail bike trail and the addition of restroom facilities in a facility resembling the original Highland train depot is desirable. Both of these revisions will be implemented on land to be owned by the Town outside of the original boundaries of the project. New topographic surveys of these areas will be required. This parking lot is in a generally deteriorated condition and Phase 1 determined that it will have to be reconstructed, not just resurfaced as originally proposed. The town has determined the development of the theater and a medical office building is unlikely. The community gardens will be eliminated. A public trolley stop is desired adjacent to Highway street entrance. Redevelopment of the gas station lot is still anticipated but land acquisition will proceed outside of the

time frame for this phase. A revised master plan of the building area and parking area will be required. Value engineering of the development will also be performed.

Our Scope of Work, Proposed Schedule, and associated Fees for Phase 2 are included below.

Scope of Work

Weaver has prepared the following Scope of Work for this project. The Scope of Work reflects the anticipated efforts to complete the surveying and civil engineering portions of this project. Efforts not outlined below will be considered Additional Services and will be negotiated prior to commencing any work outside of the Scope of Work described herein.

Task 1 – Topographic and Land Surveys:

Topographic Survey

The revised redevelopment plans will require a topographic map of the additional redevelopment areas for the SW corner in order to implement the bike trail relocation and the Depot restroom facility. Additional study and survey of sanitary and storm sewers and watermains will also be required. WCG can produce TOPOGRAPHIC SURVEYS for the additional areas to be redeveloped. WCG will produce a topographic survey; topographic information shall be obtained according to the attached topographic survey requirement sheet (attached Exhibit "B").

Licensed Area Legal Description

Based on documents provided to WCG from the client or as a result of a title search coordinated by WCG, WCG will create a boundary survey and write legal descriptions for the larger/red area outlined in the attached Exhibit B. The survey and legal description will conform to the current Indiana standards for a retracement or original survey.

Lot 5 Legal Description

Based on documents provided to WCG from the client or as a result of a title search coordinated by WCG, WCG will create a boundary survey and write a legal description for the smaller/green area outlined in the attached Exhibit B. The survey and legal description will conform to the current Indiana standards for a retracement or original survey.

Task 2 – Civil Engineering

Upon completion of the topographic survey, Weaver will prepare civil engineering drawings sufficient for construction. The Scope of Work is as follows:

- John Talbot will be the primary interface with NIPSCO for obtaining easement rights and land acquisition of lot 5. This role was formerly being performed by Cliff Fleming.
- SW Corner Parking Lot – Parking Lot reconfiguration, new entrance locations, Erie Lackawanna Trail relocation, "Depot" restroom and plaza site work, sidewalk connections to Kennedy/Highway intersection.

- In cooperation with the project team of Weaver Sherman, Latent Design and Karner Blue, re-assess the parking lot configuration, eliminating the theater and medical building, new layout of parking and value engineering to save cost.
- Review of applicable zoning and storm water management codes to determine the municipal requirements for the parking lot and the storm water detention facility. Compute the volume of storm water detention required to meet local and county storm water regulations.
- Work with the project architects to finalize parking lot layout and geometric plan which addresses the Highland zoning code requirements for setbacks, parking and landscaping requirements. Inclusion of bike trail relocation and restroom facility building and plaza.
- Prepare a drainage plan to manage the flow of surface waters and convey the primary drainage to the storm water detention system for the net additional impervious surface. Catch basins and storm sewers will conform to City requirements for drainage areas and conveyance respectively.
- Propose a cost effective pavement section for the parking lot based on design requirements established with you.
- We will work with the Town to value engineer the project in order to control overall project cost.
- Prepare a grading and paving plan of the expanded area which attempts to balance the earthwork on the site based upon geotechnical and drainage conditions encountered on the site.
- A low retaining wall may be required. This proposal assumes the wall will be less than 3 feet in height and no structural engineering or structural engineer sign and seal is required.
- Drawings will show proposed signage, landscaping, parking lot lighting, streetscaping and other pertinent information designed by others.
- Prepare a list of items and quantities based on the design to assist you in estimating the probable construction cost of the project.

Task 3 – Construction Management

Weaver will provide Construction Management services to manage the bidding, contractor selection process and to manage the contractor(s) selected for the Parking Lot improvements, the trolley stop, and the Depot restroom building construction. All construction contracts will be between the Town of Highland and the contractor(s) selected for the work.

Weaver will manage the construction for the duration of this project to ensure compliance with the Architectural and Engineering plans and project schedule and budget. Services will include shop drawings management, preparation of change orders and contractor payment approvals, final punchlists, and project close out. Our services will include the following:

Phase I: Construction Management

- Organize and direct a preconstruction meeting with the Contractor, Engineer and the Owner. Review Project organization, lines of authority and Project procedures.
- In collaboration with the Contractor, develop a construction schedule outlining start and finish dates for procurement and construction activities. Establish major milestones for each segment of the work. Update the Master Schedule as appropriate to incorporate such activities and dates.
- Review Contractor's updates to the construction schedule. Observe construction progress and report deviations from the schedule which will jeopardize job progress. Work with Contractor to develop recovery plans. Update the Master Schedule as appropriate to incorporate such activities and dates.
- Observe Work in progress for conformance with plans and specifications and report defects and deficiencies.
- Assist in the selection of independent testing agencies. Coordinate their work, review their reports and make recommendations regarding their findings.
- Maintain a complete and current record of Project contracts, drawings and specifications, progress photos, etc. Maintain a file of all Project correspondence, directives and meeting minutes.
- Maintain or cause to be maintained weekly job site reports recording weather, general activities completed and special occurrences (e.g. accidents, injuries, etc.).
- Monitor delivery and review of shop drawings by the architect and engineer and submittals and expedite approvals of same. Maintain (or cause to be maintained) submittal/approval logs and sets of all such documents and samples.
- Monitor and coordinate Contractor requests for information.
- Monitor Contractor performance as to cost, quality and schedule.
- Attend regular job site meetings with all Owner and Contractor representatives and Owner consultants as appropriate; discuss job progress, track and record key actions and decisions and prepare and/or review meeting minutes as required.
- Coordinate response to unanticipated field conditions by design Engineer and Contractor.
- Identify and attempt to resolve construction issues/disputes as they arise and prior to engagement of legal counsel to handle the matter.
- Develop and implement a procedure for the review and processing of Contractor applications for payment. Review Contractor's schedule of values for use in processing payments.
- Develop and implement a system for the preparation, review and processing of construction change directives and change orders. Estimate the cost of all change orders and negotiate them with the Contractor on behalf of the client.
- Recommend material and field testing agencies as desired on behalf of owner (cost of testing is a reimbursable expense).
- Recommend and oversee corrective and recovery measures, as required.

Phase II: Project Close-Out

- In collaboration with the Contractor, develop a detailed schedule of close-out activities, including punch lists, equipment testing and start-up procedures. Incorporate such schedule into the Master Schedule and distribute it to all Project team members as appropriate.
-

- Schedule and direct inspections to develop punch lists. Establish dates of Substantial and Final Completion.
- Coordinate, catalogue and confirm delivery to Owner of all keys, manuals, warranties, as-built drawings, plans and specifications, lien releases, etc.
- Work with the Contractor to monitor the completion of punch list items and to finalize all outstanding changes in their scope of work. Verify the payment of retainages.
- Coordinate performance of corrective and warranty work.

If unforeseen circumstances beyond the control of the Owner or Weaver cause the project completion to extend beyond 6 months in duration or cause substantial additional construction management, Weaver will invoice on a Time and Material basis for the time beyond 6 months. Examples of circumstances beyond control would be unforeseen site conditions which cause substantial contractor delays and additional costs, contractor insolvency or breach of contract, etc.

Clarifications and Assumptions

Weaver has made the following assumptions in preparing this proposal:

- No environmental or geotechnical work is included in this proposal. If either are required, Weaver can provide proposals for the work.
- No off site work such as roadway improvements, relocated utilities, off site hydrological assessments, etc. are included in this scope.
- A final, owner approved, site plan will be issued prior to commencing final civil engineering design for each site.

During the course of this project, should any of the above assumptions prove incorrect, adjustments to the above referenced Scope of Work may be necessary.

Schedule

Task 1 – Topographic and Boundary Survey

The topographic survey can be completed within 10 business days of approval to proceed with proper access to the site.

Task 2 – Civil Engineering

Weaver is prepared to begin the civil engineering immediately once the topographic survey has been completed and approved for use. The Engineering plan will be prepared within 20 business days of approval to proceed and will be provided to you for review and approval.

Task 3 – Construction Management

Construction management will be performed in accordance to overall project schedule and assumes all the work will be completed no later than July 4, 2020. Any work performed after that date will be on time and material basis.

Fee Estimate

Based on the expected level of effort, Weaver estimates that the above Scope of Work can be completed for the following budgeted fees:

Task 1 – Topographic and Boundary Survey

We will perform the Scope of Work for the 'Topographic Survey for the following estimated fees:

- a) Additional Topographic Survey SW Corner Parking Lot\$3,000.00
- b) Licensed Area Legal Description.....\$4,100.00
- c) Lot 5 Legal Description.....\$700.00
- d) Title Search.....\$1,200.00 (Estimated)

Task 2 – Civil Engineering

We will perform the Scope of Work for Civil Engineering for estimated fees of:

- a) SW corner, Redevelopment\$ 26,000.00

Task 3 – Construction Management

We will perform the Scope of Work for Construction Management for estimated fees of:

- a) Time and Material Not to Exceed 4% of All Construction Cost for Parking Lot, Trolley Stop and Depot Building, Estimated Amount..... \$31,000.00

Total All Tasks \$66,000.00

All work will be billed on a Time and Material basis for only the actual work performed in accordance with the attached fee schedule. Fees are in addition to the fees previously approved for Phase 1 work.

If conditions change, work extends beyond the scheduled completion date, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification. We fully expect to complete the proposed Scope of Work for the stated sums, which will not be exceeded without your prior authorization. Any additional consultation or services authorized by you beyond the Scope of Work presented in this proposal will be billed in accordance with the Fee Schedule.

Authorization

Should this proposal meet with your objectives, please sign and return the attached Proposal Acceptance Sheet. This proposal is valid if accepted within 60 days of issuance and for work initiated within 30 days of acceptance.

Thank you for this opportunity to be of service and we are looking forward to working with the Town of Highland and you on this project. If you should have any questions or comments concerning this proposal, please do not hesitate to contact us at (312) 922-1030.

Sincerely,

Weaver Consultants North Central, LLC

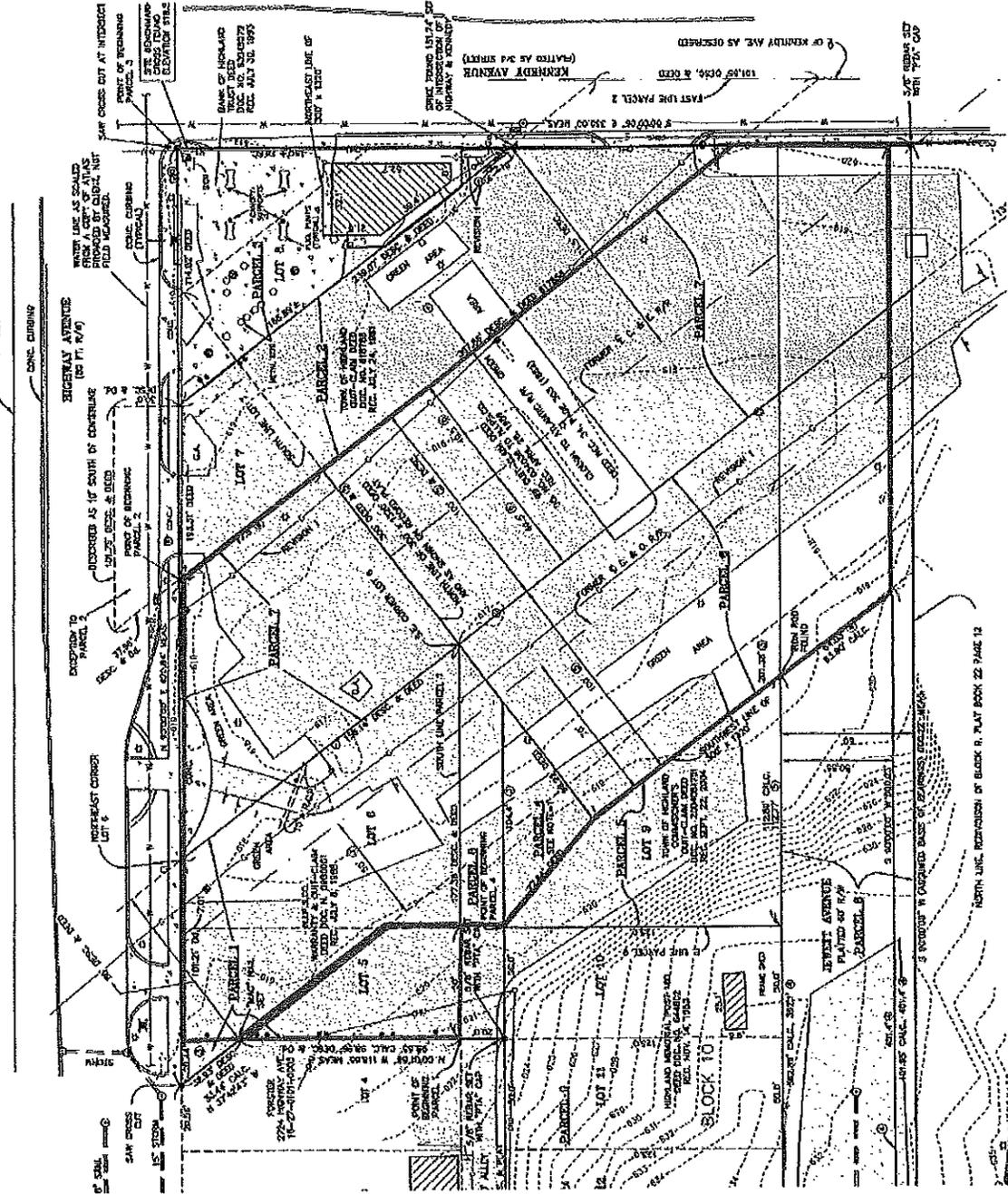


John J. Talbot P.E., LEED AP
Civil Manager, Project Director

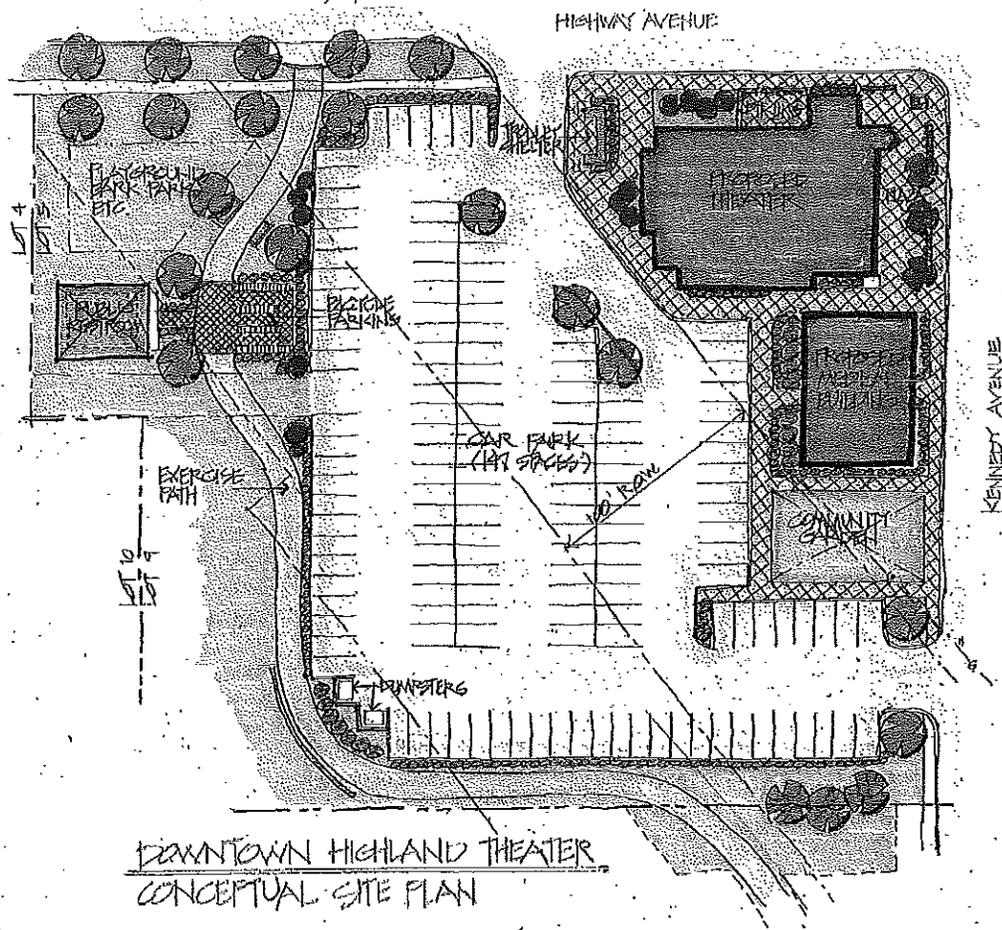
cc: Tina Rongers, Karner Blue
Kurt Aper, WCG

Enclosures: Proposal Acceptance Sheet
WCG Fee Schedule
General Terms and Conditions

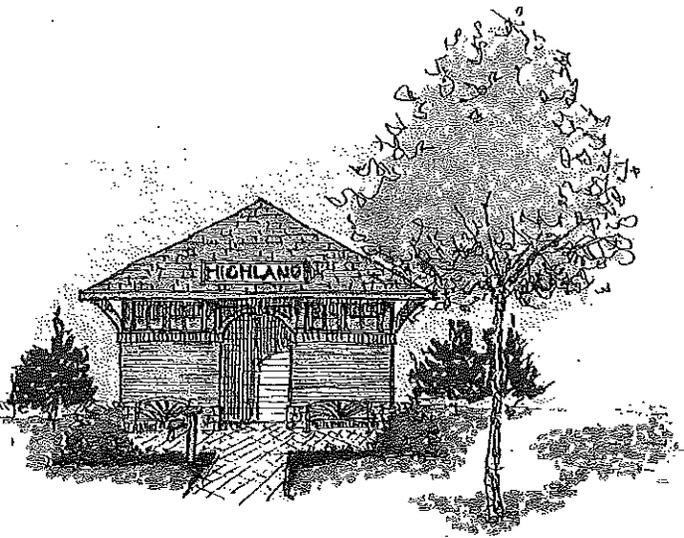
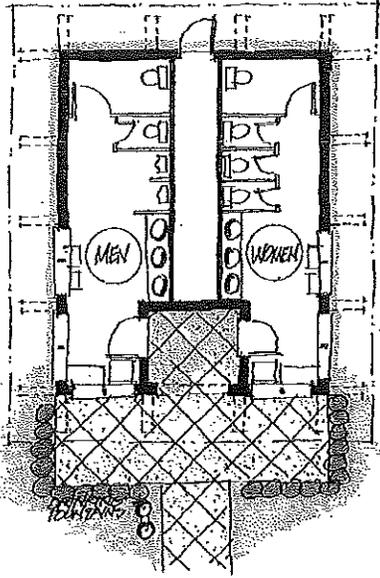
EXHIBIT B



NIPSCO
 NORTHERN INDIANA PUBLIC SERVICE COMPANY
 801 EAST 86TH AVENUE
 MERRILLVILLE, INDIANA 46410



DOWNTOWN HIGHLAND THEATER
CONCEPTUAL SITE PLAN



PROPOSED PUBLIC RESTROOM FACILITY
HIGHLAND, IN.

WEAVER CONSULTANTS GROUP NORTH CENTRAL, LLC
35 E. Wacker Drive, Suite 1250
Chicago, Illinois 60601
Voice (312) 922-1030
Fax (312) 922-0201

PROPOSAL ACCEPTANCE SHEET

Description of Services: **Civil Engineering and Surveying Phase 2**

Project Name: **Downtown Parking Lots, Highland IN**

Project Address: **Highland IN**

Weaver Consultants Group Proposal No.:

Date:

WNCP-032-2018-16- Phase 2

January 4, 2019

For approval and payment of charges, invoices will be charged to the account of:

Firm: **Town of Highland**

Attention: **Kathy DeGuilio -Fox**

Street Address: **3333 Ridge Rd.**

Telephone: **219-972-7598**

City/State: **Highland, IN**

Zip Code: **46322**

This AGREEMENT is subject to the attached General Terms and Conditions and WCG Fee Schedule (Eff. January 1, 2018).

This Agreement is accepted by:

Town of Highland

**Weaver Consultants Group North
Central, LLC**

HIGHLAND REDEVELOPMENT CAN

Client

Kathy DeGuilio - Fox
By (Signature)

John J. Talbot
By (Signature)

KATHY DeGuilio - Fox
By (Type/Print)

John J. Talbot, P.E., J.D., LEED AP

By (Type/Print)

Redevelopment Director
Title

Civil Engineering Manager

Title

Date Accepted March 18, 2019
Acknowledge the Terms and Conditions

Date Accepted January 4, 2019,
2018 Acknowledge the Terms and
Conditions

Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 094 Redevelopment General					
Dept 0000					
094-0000-31001	86200	ABRAHAMSON, REED & BILSE	MARCH LEGAL FEES	646.00	
094-0000-31003	86197	SEH OF INDIANA, LLC	FINANCIAL PROFESSIONAL SERVICES	7,318.75	
094-0000-34023	85922	TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM R	1,994.23	32202
094-0000-34043	85922	TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM R	15.88	32202
094-0000-35008	86201	NORTHERN IN PUBLIC SERVICE	UTILITIES- 2821 JEWETT	122.79	
094-0000-35008	86202	NORTHERN IN PUBLIC SERVICE	UTILITIES- 2811 JEWETT	197.79	
094-0000-35008	86203	TOWN OF HIGHLAND UTILITIES	STORM- 2605 CONDI	10.14	
094-0000-35008	86204	TOWN OF HIGHLAND UTILITIES	STORM- 8610 KENNEDY	10.14	
094-0000-35008	86205	TOWN OF HIGHLAND UTILITIES	STORM- 8612 KENNEDY	10.14	
094-0000-35008	86206	TOWN OF HIGHLAND UTILITIES	STORM- 8618 KENNEDY	40.67	
094-0000-35008	86207	TOWN OF HIGHLAND UTILITIES	STORM- 8620 KENNEDY	40.67	
094-0000-38601	85884	INDIANA DEPT OF REVENUE	REDEVELOPMENT SALES TAX FOR 2019	31.07	999278
094-0000-45200	85862	PAYROLL ACCOUNT	3/27 PRL D/S TRANSFER REDEVELOPME	5,231.28	32119
094-0000-45200	86039	PAYROLL ACCOUNT	4/10PRL D/S TRANSFER REDEVELOPME	4,878.35	32210
Total For Dept 0000				20,547.90	
Total For Fund 094 Redevelopment General				20,547.90	
Fund 096 Redevelopment Capital					
Dept 0000					
096-0000-39025	86272	BOCHNOWSKI APPRAISAL CO	APPRAISAL- 8715-17 & 8719-21 KENN	3,500.00	
096-0000-39026	86199	ENVIROFRENSTICS LLC	FORMER BULT FUEL OIL SITE	6,000.00	
Total For Dept 0000				9,500.00	
Total For Fund 096 Redevelopment Capital				9,500.00	
Fund 101 REDEVELOPMENT BND & INT NON-EXEMPT					
Dept 0000					
101-0000-39013	86040	HUNTINGTON NATIONAL BANK	2014 RED DIST. BONDS PAYING AGENT	350.00	32211
Total For Dept 0000				350.00	
Total For Fund 101 REDEVELOPMENT BND & INT NON-EXEMPT				350.00	
Fund 250 CREDIT ECON. DEV. INCOME TAX FUND					
Dept 0000					
250-0000-35010	86198	KARNERBLUE ER, LLC	GRANT PLANNING SERVICES	1,859.74	
250-0000-35010	86208	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	20,619.30	
250-0000-35010	86209	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	6,346.15	
250-0000-35010	86210	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	3,878.00	
250-0000-35010	86211	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	1,090.00	
250-0000-35010	86212	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	2,149.50	
250-0000-35010	86213	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	1,771.00	
250-0000-35010	86214	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	1,733.15	
250-0000-35010	86215	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	274.00	
250-0000-35010	86216	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	2,433.50	
250-0000-35010	86217	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	1,397.00	
250-0000-35010	86218	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	2,162.30	
Total For Dept 0000				45,713.64	
Total For Fund 250 CREDIT ECON. DEV. INCOME TAX FUND				45,713.64	

GL Number

Fund Totals:

Fund 094 Redevelopment General	20,547.90	✓
Fund 096 Redevelopment Capital	9,500.00	✓
Fund 101 REDEVELOPMENT BND & INT	350.00	✓
Fund 250 CREDIT ECON. DEV. INCOME	45,713.64	✓
	<u>76,111.54</u>	✓