

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION MINUTES
MONDAY, JANUARY 20, 2020**

Members of the Highland Redevelopment Commission (“RC”, “Commission”) met on Monday, January 20, 2020 in the Upper Chambers of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. The Redevelopment Director called the Study Session to order at 7:00 p.m. Minutes were prepared by Kathy DeGuilio-Fox, Redevelopment Director and Recording Secretary.

Roll Call: Commissioner designates present included Sean Conley, George Georgeff, Cyril Huerter, Bill Leep and Robyn Radford.

Additional Officials Present: John P. Reed, Abrahamson, Reed & Bilse; Roger Sheeman, Council Liaison to the Redevelopment Commission; Pat Krull, School Town of Highland liaison and non-voting member; and Kathy DeGuilio-Fox, Redevelopment Director.

Also Present: Ed Dabrowski, IT Consultant was also present.

General Substance of the Discussion

1. **Around the Table – Brief Introductions:** This being the first meeting of the newly appointed redevelopment commissions Ms. DeGuilio-Fox suggested everyone at the table introduce themselves. Attorney Reed and Councilman Sheeman also introduced themselves.
2. **Review of Plenary Business Meeting Agenda.** Ms. DeGuilio-Fox reviewed the agenda items that the Commissioners were to address during their business meeting following the study session.
3. **Orientation – Part I:**
 - a. **Distribution of Binders:** Director DeGuilio-Fox distributed two binders to the Commissioners for their reference and use during their meetings. Binder #1 was the Handbook for Redevelopment Commission Members and Their Attorneys, as provided by Tom Pitman of Barnes & Thornburg, LLP. Binder #2 was a copy of the Supplement to the Highland Municipal Code, Section 214.180: RD-Redevelopment District.
 - b. **Brief Introduction of Current Projects:** Director DeGuilio-Fox provided a brief introduction and information in regard to the projects that she and the Redevelopment Commission worked on in 2019 and are currently pending. These projects include:
 - i. SW Corner of Kennedy and Highway Avenue,
 - ii. Explore Highland Banner Campaign,
 - iii. Former Bult Oil Property,
 - iv. Public Offering of 2811 Jewett and 2821 Jewett,
 - v. Pending Commercial Property Improvement Grants.

Numerous questions were asked about the projects currently underway. Ms. DeGuilio-Fox responded to questions as specifically as time would allow. She assured the commissioners that each of these would be discussed further and at more length. Brief discussion ensued about multiple points of interest after questions were asked about the Highland Plaza properties. Councilman Sheeman participated in the discussions and expressed his/the council’s particular interest in accomplishing numerous projects.

- c. **Brief Introduction of Current Programs:** Ms. DeGuilio-Fox provided a brief overview of the two programs established and adopted by resolution and/or ordinance to fall under the purview and direction of the Redevelopment Department. The programs include:
 - i. Commercial Property Improvement Grant Program, and
 - ii. Highland Main Street
4. **International Business Conference:** Prior to the meeting Commissioner Designate Huerter suggested through an email that the Redevelopment Commission may want to consider sending a representative to the inaugural Indiana Global Economic Summit in Indianapolis on April 26-28, 2020. Ms. DeGuilio-Fox explained that the current Redevelopment budget does not include funds for a commissioner to attend such a conference. Commissioner attendance at conferences was not requested previously so not accommodated in the budget. Commissioner Huerter offered to attend without compensation from the Commission.
5. **Opportunity Zones:** Prior to the January 20th meeting Commissioner Designate Huerter had also inquired as to the use of the federal Opportunity Zones program in Highland. Ms. DeGuilio-Fox had explained that while this was a helpful economic development tool only qualifying areas of specific communities are able to participate. Participation is based on income demographics and Highland is not considered a low-income community.
6. **Presentations:** Director DeGuilio-Fox advised the Commissioner designates that presentations have been scheduled on both Monday, February 3rd and Monday February 17th. Both presentations will assist the commissioners in their learning process. The presentations include:
 - a. Monday, February 3, 2020 – Tom Pitman, Barnes & Thornburg LLP will present on the topic of Tax Increment Financing.
 - b. Monday, February 17, 2020 – John Talbot, Weaver Consultants Group will present the plan for the SW corner of Kennedy & Highway Avenues including information about rebuilding the parking lot, building the Depot (a public restroom facility on the bike trail) and rerouting the current bike trail from its location through the middle of the current parking lot to the southwest and west perimeters of the parking lot. This project is planned to go out for bid as soon as possible.
7. **Comments from the Commissioners:** The Commissioners' designate asked numerous questions about the downtown and surrounding areas with particular interest in the Highland Plaza property on Indianapolis Blvd. Ms. DeGuilio-Fox explained that the property was in foreclosure most of 2018 and until spring of 2019. Since then it's been difficult to get a response from the property maintenance group when potential developers are referred to them and/or the Redevelopment Director has called to speak with someone about their plans and strategy for the property. Discussion ensued. Attorney Reed suggested that one way to address "blight" is for code enforcement to assess fines on the property for all of the violations that may be occurring. Commissioner Georgeff also suggested that if the buildings do not meet fire safety code there could be fees levied for violations of that nature as well. Due to the late hour the discussion ended and will reopen at a later date.

There being no further business, the January 20, 2020 study session of the Highland Redevelopment Commission was adjourned at 7:35 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary.

**HIGHLAND REDEVELOPMENT COMMISSION
PUBLIC MEETING MINUTES – AMENDED and APPROVED
MONDAY, JANUARY 20, 2020**

Opening Ceremony: Clerk-Treasurer Michael Griffin asked the Commissioners designate to please stand for their oath of office. Mr. Griffin explained that, although he generally likes to administer the oath individually to each new commissioner, in the interest of time he will administer the oath to the group as a whole. He cited the Indiana statute that describes the office the redevelopment commissioners hold and explained the gravity of the position. At that, Clerk-Treasurer Griffin gave brief instructions, asked the commissioners to stand and administered the oath to them. He congratulated and welcomed them to the Redevelopment Commission.

The Redevelopment Director called the Monday, January 20, 2020 meeting of the Highland Redevelopment Commission (“Commission”, “RC”) to order. The plenary meeting was convened at 7:33 p.m. in the Upper Chambers of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. Redevelopment Director DeGuilio-Fox led those present in the Pledge of Allegiance. Taking minutes for the meeting was Recording Secretary and Redevelopment Director Kathy DeGuilio-Fox.

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

Additional Officials Present: John Reed, Abrahamson, Reed & Bilse; Pat Krull, School Town of Highland Commissioner; Roger Sheeman, Council Liaison to the Redevelopment Commission and Kathy DeGuilio-Fox, Redevelopment Director.

Also Present: Ed Dabrowski, IT Consultant.

Annual Reorganization & Election of Officers for the Highland Redevelopment Commission:

- 1. Nomination of candidate(s) for president:** Commissioner Cyril Huerter nominated Commissioner Georgeff to serve as president of the Redevelopment Commission. Commissioner Bill Leep seconded the motion. There being no other nominations, nominations were closed. No discussion. Upon a roll call vote the motion passed with four affirmative votes and no negatives.
- 2. Nomination of candidate(s) for vice president:** President Georgeff asked for nominations for Vice President. Commissioner Sean Conley nominated Commissioner Leep to serve as vice president. Commissioner Huerter seconded the motion. There being no other nominations, nominations were closed. No discussion. Upon a roll call vote the motion passed with four affirmatives and no negatives.
- 3. Nomination of candidate(s) for secretary:** President Georgeff asked for nominations for secretary. Commissioner Conley nominated Commissioner Radford. Before accepting the nomination she asked what that particular position entailed and was informed that she would not be responsible for minutes. Commissioner Leep seconded the nomination. There being no other nominations, nominations were closed. No discussion. Upon on roll call vote the motion passed with four affirmatives and no negatives.

Minutes of the Previous Meetings: Before moving forward to ask for a motion to approve the minutes of the December 16, 2019 meeting, Commissioner Georgeff asked if it was appropriate for the current body to approve minutes even though they were not in attendance at the meeting. Clerk-Treasurer Griffin and Attorney Reed responded that it is appropriate and the commissioners are not required to have been in attendance at the December 16th meeting to approve them. Commissioner Sean Conley made a motion to approve minutes of the Study Session and Plenary Business meeting of December 16, 2019. Commissioner

Robyn Radford seconded the motion. No discussion. 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: Pat Krull advised the Commissioners that Luanne Jurczak, recently elected president of the School Town of Highland Board, reappointed him to act as liaison to the Redevelopment Commission and if he is unable to attend Victor Garcia, also a member of the school board will attend in his place. Mr. Krull advised that his appointment is until June.

Commissioner Sheeman welcomed everyone and expressed his pleasure and excitement at their appointments and participation. He offered his help and invited the Commissioners to contact him whenever they feel the need.

Communications: None

Unfinished Business and General Orders: None

New Business:

1. **Authorization of the 2020 Study Session and Public meeting schedule.** Commissioner Huerter made a motion to approve the 2020 meeting schedule. Commissioner Radford seconded the motion.
2. **Consideration of Resolution 2020-01: A Resolution of the Highland Redevelopment Commission Approving and Adopting an Agreement for Legal Services to the Highland Redevelopment Commission for 2020.** Commissioner Huerter made a motion to approve and adopt Resolution 2020-01 for the legal firm of Abrahamson, Reed and Bilsse to represent the Highland Redevelopment Commission for the year 2020 at an hourly rate of \$190.00 per hour. Commissioner Leep seconded the motion. No discussion. Upon a roll call vote the motion was approved by a vote of five affirmatives and no negatives. Attorney John Reed will provide counsel to the Redevelopment Commission.
3. **Consideration of Resolution 2020-02: A Resolution of the Highland Redevelopment Commission Approving and Adopting an Agreement for Financial Professional Services and General Redevelopment Consulting to the Highland Redevelopment Commission for 2020.** Commissioner Leep made a motion to approve and adopt Resolution 2020-02 for financial professional services to be provided for the year 2020 by SEH of Indiana, with Dan Botich as the team lead, and a not to exceed contract of \$10,000. Commissioner Conley seconded the motion. No discussion. Upon a roll call vote the motion was approved by a vote of five affirmatives and no negatives.
4. **Consideration of Resolution 2020-03: A Resolution of the Highland Redevelopment Commission Approving and Adopting an Agreement for General Engineering Services to the Highland Redevelopment Commission for 2020.** Commissioner Leep made a motion to approve and adopt Resolution 2020-03 for General Engineering Services with NIES Engineering for a not to exceed amount of \$10,000. Commissioner Radford seconded the motion. No discussion. Upon a roll call vote the motion was approved by a vote of five affirmatives and no negatives.

5. **Consideration of Resolution 2020-04: A Resolution of the Highland Redevelopment Commission Adopting and Approving an Agreement for Grant Planning and Development Services to the Highland Redevelopment Commission for 2020.** Commissioner Radford made a motion to approve and adopt Resolution 2020-03 for Grant Planning and Development Services for a not to exceed amount of \$15,000. Commissioner Huerter seconded the motion. No discussion. Upon a roll call vote the motion was approved by a vote of 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 December 18, 2019 through January 22, 2020 and the payroll dockets for December 20, 2019 and January 3, 2020 as presented, in the amount of \$21,722.48. Commissioner Leep 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, \$15,728.98; Redevelopment Capital Fund, \$0; and CEDIT Economic Development Income Tax Fund, \$5,993.50. Total: \$21,722.48.

Payroll Docket for Payday of December 20, 2019 and January 3, 2020: Redevelopment Department: Total Payroll: \$8001.60.

Business from the Commissioners: Ms. Deguilio-Fox asked the Commissioners to review the draft 2020 Redevelopment Goals that are in the binders that were provided. A brief discussion ensued.

Adjournment: There being no further business of the Highland Redevelopment Commission, Commissioner Huerter made a motion to adjourn the meeting. Commissioner Radford seconded the motion. Upon a voice vote, the motion passed. The January 20, 2020 public meeting of the Highland Redevelopment Commission was adjourned at 9:15 p.m.

Next Meeting: The next Public Meeting will take place on January 20, 2020 and convene immediately following the informal discussion regarding the plenary session agenda and other items of note. The next meeting of the Highland Main Street is scheduled for Thursday, February 6, 2020 at 6:30 p.m. in the Upper Chambers of the Town Hall.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2020-01**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION
APPROVING AND ADOPTING AN AGREEMENT FOR LEGAL SERVICES TO THE
HIGHLAND REDEVELOPMENT COMMISSION FOR 2020**

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 needs legal advice to carry out its duties; and,

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

That it is in the best interest of the Town to enter into an Agreement with the law offices of Abrahamson, Reed & Bilse for the year of 2020 at an hourly rate of One Hundred Ninety and 00/100 Dollars (\$190.00) per hour.


DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 20th day of January, 2020 having passed by a vote of 5 in favor and 0 opposed.

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



President

ATTEST:



Secretary

ABRAHAMSON, REED & BILSE
ATTORNEYS AT LAW
8230 HOHMAN AVENUE
MUNSTER, INDIANA 46321

HAROLD ABRAHAMSON
SCOTT R. BILSE
JOHN P. REED

KENNETH DEARBORN REED
(1937-2008)

Telephone Number: (219) 595-5306 ext. 236
Facsimile Number: (219) 513-9754
Email: jpratlaw@aol.com

January 16, 2020

Via Email

Mark Schocke, President
Highland Town Council
and to:

The Town of Highland
Redevelopment Commission

In re: Appointment as Attorney for the Town of Highland Redevelopment Commission;
Hourly Rate Agreement.

Mr. Schocke and Members of the Highland Redevelopment Commission:

I propose a billing rate of \$190/hour for the work I am asked to perform on behalf of the Town of Highland Redevelopment Commission. This rate will be applied for calendar year 2020, if acceptable. Mr. Griffin was kind enough to inform me that the proposed rate is consistent with the rate charged by Tauber Law Offices. Let me know if this is acceptable to the Redevelopment Commission.

Very truly yours,

S: *John P. Reed*

cc: Michael Griffin, Clerk-Treasurer

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2020-02**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN
AGREEMENT FOR FINANCIAL PROFESSIONAL SERVICES AND GENERAL REDEVELOPMENT
CONSULTING TO THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2020**

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 SEH of Indiana, LLC for the year of 2020 for a not-to-exceed amount of \$10,000, excluding expenses which includes those identified and set forth in attached Exhibit A-1, currently estimated at \$200.

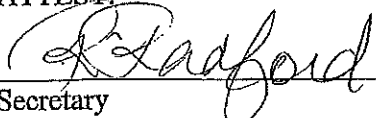
DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 20th day of January, 2020 having passed by a vote of 5 in favor and 0 opposed.

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



President

ATTEST:



Secretary

**Supplemental Letter Agreement
(FY 2020)**

In accordance with the Master Agreement for Professional Services between Town of Highland, Indiana Redevelopment Commission ("Client"), and SEH of Indiana, LLC ("Consultant"), effective March 9, 2016, this Supplemental Letter Agreement dated January 2, 2020 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the project described as:

To perform certain additional professional services (the "Basic Services") during the fiscal year 2020, more specifically through December 31, 2020, in connection with professional consulting and statutory reporting requirements, planning, redevelopment planning, economic development planning and financial incentivization of business retention, expansion and development prospect projects within the Client's Redevelopment District (the "Project").

Client's Authorized Representative: Kathy DeGulio-Fox, Redevelopment Director
Address: 3333 Ridge Road
Highland, IN 46322
Telephone: 219.972.7598 **email:** kdegulio-fox@highland.in.gov

Project Manager: Daniel Botich, Sr. Economic Development Professional
Address: 9200 Calumet Avenue, N300
Munster, IN 46321-2885
Telephone: 219.513.2516 **email:** dbotich@sehinc.com

Scope: The Basic Services to be provided by Consultant:

1. Assist the Client and Client's staff with general consulting, planning, redevelopment planning, economic development planning and financial incentivization development and monitoring of business retention, expansion and development prospect projects within the Client's Redevelopment District.
2. Assist the Client and Client's staff with the calculation of estimated assessed valuation deductions ("Tax Abatement") when qualified proposals are submitted to the Client for economic development prospects or existing business expansions within the Client's Redevelopment District.
3. Assist the Client and Client's staff with statutory filings and document review related to designated allocation areas consistent with Indiana Code ("I.C.") 36-7-14, the Redevelopment Law (the "Act") and Indiana Administrative Code 50 IAC 8.
4. Assist the Client and Client's staff with estimates of tax increment generated from captured assessment as a result of new private investment and economic development in an established allocation area for the purpose of utilizing tax increment financing ("TIF") for projects or programs related to public infrastructure and including other economic development incentives that serves or benefits an allocation area to stimulate economic development as it relates to financial incentivization strategy and negotiations prior to a determination to issue an obligation utilizing tax increment financing.
5. Assist the Client and its Economic Development Team with the development of financial incentive strategies and incentives to be offered to prospective or potential economic development projects presented to the Town, the Department of Redevelopment or other economic development entities of the Town.

More specifically identified, but not limited to the following tasks:

1. Assistance to the Client and the Town's Clerk-Treasurer as the financial officer of the Town and as the Treasurer of the Commission pursuant to Section 8(b) of the Act with responsibilities of: (i) administration of funds and accounts specific to the Department of Redevelopment and the Commission, (ii) the administration, monitoring or analysis of financial incentive packages approved by the Commission and/or the Town that effect the Commission, (iii) the administration of redevelopment or economic development projects approved by the Commission and/or the Town that effect the Commission for financial reporting, analysis or overlapping tax unit impacts, and (iv) the preparation of an annual report to the fiscal body of the Town (the Town Council) before April 1, 2020.
2. Assistance in the preparation of annual reporting of the Client's prior year activities to the Town's (the Town Board President) and legislative body (Town Council), including the filing of said report on or prior to April 15, 2020 with the Indiana Department of Local Government Finance (the "DLGF"), as required by Section 13 of the Act.
3. Assistance in the preparation of an annual Notice of Captured Assessment to be filed before April 15, 2020 with the Office of the Lake County, Indiana Auditor, the Town's (the Town Board President) and legislative body (the Town Council) and the officers of each overlapping taxing unit of allocation area(s), as it relates to the capture of assessment in designated allocation areas of the Client, pursuant to and as required Section 39(b)(4) of the Act.
4. Assistance to the Commission to develop, prepare and present during a meeting of the Commission on or before July 1, 2020 information to all governing bodies of taxing units that have a territory within a designated allocation area of the Commission, including: (i) the Commission's budget with respect to each allocation area; (ii) the long-term plans for the allocation area; and (iii) the impact on each taxing unit.
5. Collection of data from the Office of the Lake County Auditor and/or the Office of the Lake County Assessor relative to real property (if instructed or as designated, personal property of a "designated taxpayer" by resolution) key numbers to verify and/or determine an allocation area's base assessment and the "allocation area assessment," the current aggregate assessed value of individual components.
6. Obtain construction cost estimates, development parameters, estimated project scheduling and timing, estimated assessed valuation information and/or staffing levels for planned new construction or business expansion projects in existing or a proposed allocation area of a redevelopment project area.
7. Summarize the Commission's position and assumptions relative to utilizing tax increment financing as a means of potential financial incentivization of an economic development or redevelopment project.
8. Analyses and economic development modeling to determine an economic development prospect's or allocation area's projected assessed value growth and the potential captured assessment used to calculate estimated tax increment, including if necessary the application of assessed valuation deductions (or "Tax Abatement") in economic revitalization areas (an "ERA") in accordance with I.C. 6-1.1-12.1 titled Deduction for Rehabilitation or Redevelopment of Real Property in Economic Revitalization Areas. Comparable tax and assessment data may be necessary and will be obtained from the Office of the Lake County Assessor or other available sources.
9. Preparation of TIF scenarios to include a pro forma tax increment (or "TIF revenues") generated to determine potential financial incentivization of an economic development or redevelopment project for initial Client discussions with an owner or developer.

10. In communication with and assistance to the Client's municipal advisor, bond counsel and local counsel in the preparation specific to a project timetable and schedule, which may include the development of a redevelopment project area plan or expansion, designation of an allocation area, the necessary Client, Plan Commission and Town Council approvals per the Act, and public hearing(s) and necessary reports (i.e. a Statement of Economic and Tax Impact"), all as required by the Act.
11. Upon request, attendance at various meetings with the Client and/or Client's staff, Town administration as requested by the Client or Client staff, including public presentations and/or public hearings on the Tax Abatement approval process or a proposed redevelopment project area or designation of an allocation area to discuss TIF and other alternatives to finance capital improvements projects and infrastructure required to stimulate economic development within the Client's Redevelopment District.

The Basic Services to be provided by Consultant above are not intended or implied to be "municipal financial products," meaning municipal derivatives, guaranteed investment contracts, and investment strategies, as defined by the Section 975 of Title IX of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) ("Dodd-Frank Act") amended Section 15B of the Securities Exchange Act of 1934 ("Exchange Act"), which must be provided to the Client by a qualified municipal advisor that: (i) is registered with the Securities and Exchange Commission (the "SEC") and (ii) complies with the regulations of the Municipal Securities Rulemaking Board (the "MSRB").

Furthermore, the Basic Services identified above do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Act or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising the Client or staff regarding "municipal financial products" or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

The Client shall complete Exhibit C attached hereto as notification to the Consultant that the Client currently has engaged or retained an independent registered "municipal advisor" or intends to engage or retain an independent registered "municipal advisor" so it is clear that the Consultant is not acting in this role to the Client.

Schedule: Professional services to be provided through December 31, 2020, as required or as needed pursuant to Basic Services identified herein. A schedule of professional services to be provided shall be determined by the Client and the Consultant based upon an understanding of the professional services required or applicable statutory deadline(s) for submission.

Payment: The estimated fee is subject to a not-to-exceed amount of \$10,000, excluding expenses which includes those identified and set forth in attached Exhibit A-1, currently estimated at \$200.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if required, shall be compensated in accordance with the rate schedule attached hereto as Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Reference Exhibit C titled Independent Municipal Advisor Exemption as attached hereto which:

1. The Client is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the "independent municipal advisor" exemption from the definition of "advice".
2. The Client will notify the Consultant of the name and contact information: (i) of currently engaged or retained an independent registered "municipal advisor" or (ii) in a reasonable time, of an engaged or

retained independent registered "municipal advisor," who will advise the Client on such recommendations related to "municipal financial products."

3. The Client understands that the Consultant is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.

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SEH of Indiana, LLC

By:

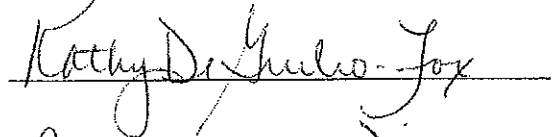


Daniel Botich
Associate &

Title: Sr. Economic Development Professional

Town of Highland, Indiana Redevelopment Commission

By:



Title:

Redevelopment Director

Exhibit A-1
to the Supplemental Letter Agreement (FY 2020)
Between Town of Highland, Indiana Redevelopment Commission (Client)
and
SEH of Indiana, LLC (Consultant)
Dated January 2, 2020

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Employee Name	Billing Title	Hourly Rate
McCrimmon, Joannie.	Senior Administrative Assistant	\$ 82.00
Miller, Beth M.	Designer/GIS	\$ 87.00
Keith, Eric T.	Project Planner	\$ 111.00
McJames, Alizabeth	Accounting Administrator	\$ 124.00
Schuch, Bryan M.	Economic Development Professional	\$ 128.00
Tsoukiis, Damon	Senior Economic Development Professional	\$ 155.00
Botich, Daniel A.	Senior Economic Development Professional	\$ 221.00

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences.
3. Plots, Reports, plan and specification reproduction expenses.
4. Postage, handling and delivery.
5. Renderings, models, mock-ups, professional photography, and presentation materials as requested by the Client.
6. All taxes levied on professional services and on reimbursable expenses.
7. Other special expenses required in connection with the Project.

The Client shall pay Consultant monthly for expenses.

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Supplemental Letter Agreement Dated January 2, 2020

EXHIBIT C:
Independent Municipal Advisor Exemption Disclosure

The Town of Highland, Indiana Redevelopment Commission (the "Client") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the "independent municipal advisor" exemption from the definition of "advice."

The Client hereby notifies SEH of Indiana, LLC ("Consultant") that it wishes them to continue to provide assistance and recommendations on general consulting and statutory reporting requirements, planning, redevelopment planning, economic development planning and financial incentivization of business retention, expansion and development prospect projects within the Client's Redevelopment District.

The Client will notify the Consultant of the name and contact information: (i) of currently engaged or retained an independent registered "municipal advisor" or (ii) in a reasonable time, of an engaged or retained independent registered "municipal advisor," who will advise the Client on such recommendations related to "municipal financial products."

- (i) The Client is represented by (as engaged or retained) by the independent registered "municipal advisory" firm:

Name of Municipal Advisor Firm

Representative/Contact Name _____
Title

Phone Number _____
E-mail Address

The Client will rely on said "municipal advisor" for advice related to "municipal financial products."

- (ii) If item (i) above is not completed, the Consultant in a reasonable time will notify the Consultant of an engaged or retained independent registered "municipal advisor" who will advise the Client on such recommendations related to "municipal financial products" or assist the Client in evaluating any and all of such recommendations.

The Client understands that the Consultant, is not a "municipal advisor" and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.

The personnel of the "municipal advisor" who will advise the Client on such recommendations have represented to Client that they have not been associated with the Consultant within the two years prior to the date of this certificate. This certificate may be relied upon until December 31, 2020.

The Consultant understands that it must also send a copy of this certificate to the "municipal advisor."

**TOWN OF HIGHLAND, INDIANA REDEVELOPMENT COMMISSION
HIGHLAND, INDIANA**

Kathy DeGuilio-Fox
Representative (Printed)

REDEVELOPMENT DIRECTOR
Title

Kathy DeGuilio-Fox
Signature of Representative

January 17, 2020
Dated

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

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

Verification of Work Eligibility Status

1. SEH of Indiana, LLC (hereinafter called "Contractor") understands and agrees that:

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

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

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

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

Affidavit pursuant to IC 22-5-1.7-11

State of Indiana)
)
County of Lake) SS:

A F F I D A V I T

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

FURTHERETH AFFIANT SAYETH NOT.

Signed: *Stacie J Schudy*, Affiant.

Certificate of Notary

On this 7th day of March, 2017, before me personally came and appeared the Affiant herein named, known and known to me to be the individual described in and who executed the foregoing Instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

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

My commission expires: 1-31-2021

County of Residence: Ramsey



Tawnia R Pleski NOTARY

Indiana Code Citation Relevant

IC 22-5-1.7-2 "Contractor"

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

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

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

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

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

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

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

(1) the public contract contains:

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

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

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2020-03**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN
AGREEMENT FOR GENERAL ENGINEERING SERVICES
TO THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2020**

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

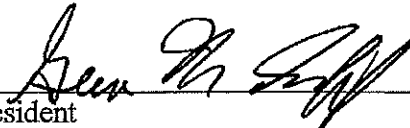
Whereas, The Redevelopment Commission does from time to time need financial advice and general redevelopment consulting to carry out its duties; and,

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 NIES Engineering, Inc. for the year of 2020 for a not-to-exceed amount of \$10,000.


DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 20th day of January, 2020 having passed by a vote of 5 in favor and 0 opposed.

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



President

ATTEST:



Secretary



engineering, inc.

Your Vision ♦ Our Focus

December 10, 2019

Ms. Kathy DeGuillo-Fox
Redevelopment Director
Highland Redevelopment Commission
3333 Ridge Road
Highland, IN 46322

RE: Town of Highland Redevelopment Commission
Proposal for General Engineering Services During 2020

Dear Ms. DeGuillo-Fox:

Thank you for the opportunity to present this proposal to provide general engineering services to the Town of Highland Redevelopment Commission and Redevelopment Department staff for the period of January 1, 2020 through December 31, 2020. The work will only include assignments made by the Redevelopment Commission or Redevelopment Director and may encompass services such as providing general technical assistance, engineering reviews, assistance with development of RFPs and RFQs, assistance with development and implementation of beautification projects, meeting attendance when requested, and similar tasks.

We suggest a \$10,000 budget for 2020 to perform these assignments. However, the Redevelopment Commission may set that budget wherever it deems most appropriate. We will only proceed with tasks authorized by the Redevelopment Commission or the Redevelopment Director, and all invoices will be identifiable to specific tasks under this budget.

We propose to perform all work assigned under this agreement on an hourly rate basis, billed at 2.9 times the actual salary of staff assigned. Our billing will not exceed the authorized annual budget without prior approval. Current hourly billing ranges by staff category are presented in Table 1. Direct expenses such as mileage, reproduction and similar items will be billed at actual cost. The services of others, if required, will be billed at actual cost plus a 5 percent markup. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

Again, thank you for the opportunity to present this proposal. Your signature below and return of one copy of this proposal to our office will constitute your acceptance and our notice to proceed.

Yours very truly,
NIES Engineering, Inc.

Derek R. Snyder, P.E.
Principal

TOWN OF HIGHLAND REDEVELOPMENT COMMISSION

Accepted By: Kathy DeGuillo-Fox

Date: 01-08-2020

Authorized Annual Budget Limit: \$ 10,000.00

cc: Highland Redevelopment Commission

Z:\Corr\36472176.doc

2421 173rd Street, Hammond, IN 46323

PH: (219) 844 ♦ 8680 | FAX: (219) 844 ♦ 7754

mail@niesengineering.com ♦ www.niesengineering.com

Table 1**2020 NIES Engineering Personnel Hourly Rates**

Classification	Hourly Rate	
	From	To
Intern	\$34.00	\$40.00
Clerical	\$29.00	\$43.00
Senior Clerical	\$41.00	\$48.00
Administrative Assistant	\$59.00	\$61.00
Senior Administrative Assistant	\$70.00	\$72.00
Technician Level 1	\$50.00	\$60.00
Technician Level 2	\$65.00	\$70.00
Technician Level 3	\$75.00	\$80.00
Technician Level 4	\$90.00	\$95.00
Technician Level 5	\$95.00	\$100.00
Technician Level 6	\$105.00	\$110.00
Engineer Level 1	\$70.00	\$80.00
Engineer Level 2	\$80.00	\$90.00
Engineer Level 3	\$100.00	\$110.00
Engineer Level 4	\$115.00	\$125.00
Engineer Level 5	\$125.00	\$135.00
Project Manager	\$120.00	\$130.00
Senior Project Manager	\$175.00	\$175.00
Principal Level 1	\$130.00	\$135.00
Principal Level 2	\$135.00	\$140.00
Senior Principal	\$185.00	\$190.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

The term "NIES Engineering" used in these terms and conditions is defined as: NIES Engineering, Incorporated of 2421 173rd Street, Hammond, Indiana 46323; its officers, partners, employees, sub-consultants and sub-contractors.

1. REIMBURSABLE EXPENSES:

- 1.1. Reimbursable expenses are defined as follows and shall be invoiced at direct cost:
 - Reproduction of documents.
 - Shipping and mailing expenses.
 - Any other disbursements, application fees, etc., made on behalf of the Owner.

2. INDEMNIFICATION:

- 2.1. The OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of delays in NIES Engineering's performance resulting from events beyond the NIES Engineering's control.
- 2.2. Whereas construction job-site safety conditions are the sole responsibility of the Construction Contractor, the OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of claims related to Construction job-site safety.
- 2.3. The OWNER agrees to stipulate within the Contract Documents that the Contractor shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Owner's agents, and NIES Engineering as additional insureds.
- 2.4. It is understood and agreed that if NIES Engineering's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, that such services will be provided for by the Client. If said services are provided for by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against NIES Engineering that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold NIES Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of NIES Engineering.

3. TERMINATION:

- 3.1. This agreement between OWNER and NIES Engineering may be terminated by either party upon seven days, written notice in the event of substantial failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
- 3.2. If this agreement is terminated during the course of performance of the services, NIES Engineering shall be paid for the services performed during the period prior to the effective date of termination of the agreement.
- 3.3. If, prior to termination of this agreement, any services designed or specified by NIES Engineering during any phase of the service is suspended in whole or in part for more than three months or abandoned after written notice from the OWNER, NIES Engineering shall be paid for such services performed prior to receipt of such notice.

4. BILLING/PAYMENTS:

- 4.1. NIES Engineering reserves the right to adjust billing rates periodically as salary rates are adjusted and to use the most up-to-date billing rates in preparing project invoicing.

5. REUSE OF DOCUMENTS:

- 5.1. All reports, schedules, drawings, specifications of services of NIES Engineering for this project are instruments of services for this project only and shall remain the property of NIES Engineering until the OWNER has compensated NIES Engineering in full for services rendered pursuant to the AGREEMENT. Upon final payment for services and for each separately accepted and authorized proposal for additional services, ownership of instruments of service shall be vested in the OWNER. NIES Engineering, however, may retain record copies of all such instruments of service and may use such for NIES Engineering's exclusive purposes.
- 5.2. Any reuse of reports, schedules, drawings, specifications of services of NIES Engineering for this project without written verification or adaptation by NIES Engineering for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to NIES Engineering, or to NIES Engineering's independent professional associates or consultants, and OWNER shall indemnify and hold harmless NIES Engineering and NIES Engineering's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle NIES Engineering to further compensation at rates to be agreed upon by OWNER and NIES Engineering.

6. OPINIONS OF PROJECT COST, CONSTRUCTION AND OPERATION AND MAINTENANCE:

- 6.1. Since NIES Engineering has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, NIES Engineering's opinions of probable Construction Cost are to be made on the basis of NIES Engineering's experience and qualifications and represent NIES Engineering's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but NIES Engineering cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by NIES Engineering. Similarly, opinions of Project Cost and Annual Operation and Maintenance Cost cannot be guaranteed because they depend upon numerous factors beyond NIES Engineering's control.

7. MEDIATION:

- 7.1. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8. FIDUCIARY RESPONSIBILITY:

- 8.1. CLIENT confirms that NIES Engineering has not offered any fiduciary service to client and no fiduciary responsibility shall be owed to client by NIES Engineering as a consequence of NIES Engineering's entering into this agreement with client.

9. HAZARDOUS MATERIALS:

- 9.1. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as such of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 9.2. Both parties acknowledge that the NIES Engineering's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event NIES Engineering or any other party encounters any hazardous or toxic materials, or should it become known to NIES Engineering that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of NIES Engineering's services, NIES Engineering may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate engineers or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- 9.3. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent by law, to indemnify and hold harmless NIES Engineering from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of NIES Engineering.

10. CONSEQUENTIAL DAMAGES

- 10.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner or NIES Engineering, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and NIES Engineering shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11. SEVERABILITY:

- 11.1. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions or portions thereof shall nevertheless be and remain in full force and effect.

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2020-04**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION ADOPTING AND APPROVING
AN AGREEMENT FOR GRANT PLANNING AND DEVELOPMENT SERVICES
TO THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2020**

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 Karnerblue Era, LLC for the year of 2020 for a not-to-exceed amount of \$15,000.

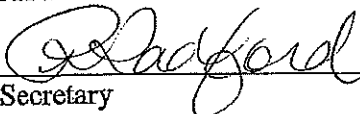
DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 20th day of January, 2020 having passed by a vote of 5 in favor and 0 opposed.

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



President

ATTEST:



Secretary

CONTRACT FOR PROFESSIONAL SERVICES

Background

Karnerblue Era, LLC ("Karnerblue") is a sustainable development consultancy specializing in the deeper potential of people and places. We empower transformation through our expertise in the planning, implementation and storying of strategic initiatives. We excel at leading clients through the complexities of change and growth. Our core capabilities include strategy, finance, leadership and engagement within the public and non-profit sectors.

Over the last decade, Karnerblue has advised on the infusion of \$180 million in regional economic development, secured over \$6+ million in grants and facilitated civic engagement processes for many hundreds of participants. Currently, the firm is overseeing over \$20 million in local redevelopment efforts and \$2.4 million in grant funded projects and programs.

Founded in 2010 by Tina Rongers, Karnerblue is a Northwest Indiana-based WBE/DBE firm, federally registered contractor and certified CDBG grant administrator. Ms. Rongers is a doctoral candidate in organizational leadership from Meridian University and holds a master's in urban planning & policy, economic development, from University of Illinois-Chicago.

Scope of Work

Karnerblue will serve as a consultant advising on the planning, development and implementation of downtown Highland by providing grant services. The general tasks are and not limited to:

- Research, identify and recommend grant funding opportunities
- Obtain authorization to proceed with grant writing
- Develop, write and prepare grant proposals, applications and letters of interest
- Organize, coordinate and manage communication, documents and teams during the proposal process of specific projects and programs
- Advise and coordinate activities during the grant writing, grant award and grant management stages
- Assist the Redevelopment Director with other downtown development activities upon request

Fee & Deliverables

This contract is a not to exceed \$15,000 between January 1, 2020 and December 31, 2020. Standard billing rates are \$150 per hour for consultant and \$50 per hour for administrative support.

Karnerblue will deliver a monthly progress report, a quarterly grant funding opportunity matrix, grant applications and grant-related documents.

Terms & Conditions

Payment - Karnerblue will invoice the Town of Highland at the end of each month with payment due upon receipt. Payment should be made to Karnerblue Era, LLC, 5 Washington Street, Suite 300-32, Valparaiso, Indiana 46383. Point of contact: Ms. Tina Rongers, President. Phone: (219) 616-7147. Email: tina@karnerblueera.com.

Statement of Ethics - Karnerblue is committed to maintaining the highest ethical standards in its consulting practice.

Confidentiality - Karnerblue will not disclose Town of Highland information obtained during this work. Karnerblue will also retain project records in accordance with the Town of Highland policies.

Conflict of Interest - Karnerblue has no known conflicts of interests relating to the Town of Highland. Disclosures may be made during this contract.

Termination - The professional services agreement may be terminated without cause by either party giving thirty (30) days' notice of termination to the other party. Such termination shall not prejudice any other remedy to which either party may be entitled either at law, in equity, or under this Agreement. Any outstanding invoices or unbilled time for completed professional services are due at time of termination.

E-Verify - Karnerblue affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. Karnerblue shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. Karnerblue is not required to participate should the Federal E-Verify program cease to exist. Karnerblue shall not knowingly employ or contract with an unauthorized alien. Karnerblue shall not retain an employee or contract with a person that Karnerblue subsequently learns is an unauthorized alien.

Iran Investment Certification - Karnerblue certifies under the penalties for perjury, in accordance with IC 5-22-16.5-13, that it is not engaged in investment activities in Iran and, to the best of its knowledge, is not listed by the Indiana Department of Administration as an entity determined to be engaged in investment activities in Iran.

Karnerblue Era, LLC

Signed: tina rongers
Printed Name: tina rongers
Title: President
Date: 1-13-2020

**Redevelopment Commission
Town of Highland, Indiana**

Signed: Kathy DeGuilio-Fox
Printed Name: KATHY DeGUILIO-Fox
Title: REDEVELOPMENT DIRECTOR
Date: 1-13-2020

01/14/2020 1:44 AM
 User: DMJ
 DB: Highland

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
 EXP CHECK RUN DATES 1/3/2019 - 01/21/2020
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Page: 1/2

GL Number Invoice Line Desc Ref # Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 094 Redevelopment General						
094-0000-20003	OFFICE SUPPLIES-DECEMBER 2019	84552	HOME DEPOT CORPORATION	OFFICE SUPPLIES- DECEMBER 2019	93.17	
094-0000-31001	DECEMBER LEGAL FEES-GENERAL M	84556	TAUBER LAW OFFICE PC	DECEMBER LEGAL FEES-GENERAL MATTE	456.00	
094-0000-31004	2020 CHAMBER MEMBERSHIP MEET	84550	HIGHLANDGRIFFITH CHAMBER OF	2020 CHAMBER MEMBERSHIP MEETINGS	220.00	
094-0000-31004	DECEMBER MEMBERSHIP MEETING	84551	HIGHLANDGRIFFITH CHAMBER OF	DECEMBER MEMBERSHIP MEETING	20.00	
094-0000-34023	HEALTH INS	84324	TOWN OF HIGHLAND INS FUND (HEALTH/LIFE INS PREM REDEV 2019 D	1,854.07	31679
094-0000-35008	LIFE INS	84324	TOWN OF HIGHLAND INS FUND (HEALTH/LIFE INS PREM REDEV 2019 D	13.12	
094-0000-35008	UTILITIES-2821 JEWETT	84553	NORTHERN IN PUBLIC SERVICE	UTILITIES- 2811 JEWETT	229.61	
094-0000-35008	DECEMBER STORMWATER CHARGES M	84554	NORTHERN IN PUBLIC SERVICE	UTILITIES- 2821 JEWETT	111.76	
094-0000-39001	2020 CHAMBER DUES	84549	HIGHLANDGRIFFITH CHAMBER OF	DECEMBER STORMWATER CHARGES MOITI	65.00	
094-0000-45200	2020 DUES	84555	NORTHWEST INDIANA FORUM INC	2020 CHAMBER DUES	2,750.00	
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	84321	PAYROLL ACCOUNT	12/20PPL D/S TRANSFER REDEVELOPM	4,931.13	31678
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	84362	PAYROLL ACCOUNT	1/3PPL D/S TRANSFER REDEVELOPMENT	4,873.47	31767
Total For Dept 0000					15,728.98	
Total For Fund 094 Redevelopment General					15,728.98	

Fund	Dept	Account	Description	Amount
Fund 250	0000		CREDIT ECON. DEV. INCOME TAX FUND	
250-0000-31000		84474	SPECIAL COUNSEL TO REDEVELOPM	792.00
250-0000-35010		84559	MARKETING CONSULTING	481.50
250-0000-35010		84560	ARCHITECTURAL SERVICES	4,720.00
Total For Dept 0000				5,993.50
Total For Fund 250 CREDIT ECON. DEV. INCOME TAX FUND				5,993.50

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DB: Highland

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
EXP CHECK RUN DATES 1 8/2019 - 01/21/2020
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 094 Redevelopment General	15,728.98
Fund 250 CREDIT ECON. DEV. INCOME	5,993.50

21,722.48