

**HIGHLAND REDEVELOPMENT COMMISSION  
STUDY SESSION MINUTES  
MONDAY, JANUARY 22, 2018**

Members of the Highland Redevelopment Commission ("RC", "Commission") met on Monday, January 22, 2018 at 8:00 p.m. in the Council Chamber of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. President Bernie Zemen called the meeting to order. Minutes were prepared by Kathy DeGuilio-Fox, Redevelopment Director.

**Roll Call:** Commissioners present were Michael Griffin, Mark Herak, Dan Vassar, Steve Wagner and Bernie Zemen. A quorum was attained.

**Additional Officials Present:** Pat Krull, School Town of Highland Commissioner; Rhett Tauber, Esq. Redevelopment Commission Attorney; and Kathy DeGuilio-Fox, Redevelopment Director were present.

*Additionally present:* Chuck Haber, Times Correspondent and Larry Kondrat was additionally present.

**General Substance of the Discussion**

**Public Meeting Agenda Review:** In preparation for the Redevelopment Commission plenary meeting the agenda was reviewed. Commissioner asked that the agenda be amended to add reorganization business under Special Orders.

**Cardinal Campus:** Director DeGuilio-Fox provided a construction update as prepared by Tim Kirkby, Project Manager for the Cardinal Campus project. Due to cold, inclement weather a few day's work was lost in January, however, the crews have since made up that time. Ground has been broken on building one and the foundation poured. Foundation permits for buildings 2 and 3 have been applied for. A website is under development that will specifically provide information for the public and commercial real estate brokers. The website will list Class A Office Space planned within the project.

Resolution 2018-01 was introduced by Attorney Tauber. The purpose of the resolution was explained as twofold:

1. To amend the allocation provision of the original declaratory resolution for the Highland Acres Allocation Area with Cardinal Campus as the newly created allocation area.
2. To amend the economic development plan previously cited as part of the Highland Acres Allocation Area such that it is now specific to the Cardinal Campus Allocation Area.

Resolution 2018-01 also combines the original five (5) parcels of the Highland Acres Allocation Area into one (1) parcel and identifying key number. Attorney Tauber explained that approving this resolution is part of the tax increment financing process. He also reported that a development agreement has been prepared and under review by all parties. It will be submitted to the Highland Redevelopment Commission and Highland Town Council upon completion.

**Kennedy Avenue Demolition Project:**

1. Actin Update: Demolition is complete as of January 22, 2018. All construction debris and materials have been removed and the area backfilled. Ms. DeGuilio-Fox thanked Ken Mika, Building Inspector, and Chief Timmer, Highland Fire Chief, for their assistance throughout the project and specifically when an

underground fuel storage tank was discovered. Both went to the site to inspect and instruct the demolition crew in regard to Highland's requirements for this type of underground tank. The tank was drained and removed. There was no evidence of corrosion or leakage of fuel. Due to the nature of the tank it was deemed a non-regulated storage tank and so does not require any further reporting or consideration. Action has been asked to provide a report and photos regarding their findings. Thanks was also given to the John Bach and Mark Knesak for the work and assistance their department provided throughout the project.

2. Tim's Landscaping: Tim's Landscaping has been contacted for an estimate on a seed blanket to cover the demolition site. The owner of Tim's Landscaping advised that once the final building (8620 Kennedy Avenue) has been razed and the weather is more suited to laying a seed blanket on the site, they will work with us to get that part of the project completed.
3. Next Steps: Maria's Buena Cocina has been approached as to their progress with architectural drawings and signing a lease on a new location. Both Attorney Tauber and Director DeGuilio-Fox have been in contact with the Curiel's and their attorney in this regard. Ms. DeGuilio-Fox also advised the Commissioners she had personally stopped at the restaurant the evening before demolition started on the theatre to remind her she may not be open for business during that segment of the project. And, Ms. DeGuilio-Fox was in contact with Mrs. Curiel the afternoon of Monday, January 15, 2018 to advise that Maria's Buena Cocina would be able to open again the next day, Tuesday, January 16<sup>th</sup> per Actin's project manager.

**Highland Redevelopment Marketing:**

1. Downtown Properties – Leasable Inventory: Ms. DeGuilio-Fox reported that she and Commission Assistant Ryskamp are implementing new activities that will help track the privately owned properties in the downtown area and provide more regular contact with the realtors listing them.
2. South Shore Convention & Visitor's Authority – Ms. DeGuilio-Fox reported the Redevelopment Commission office plans to enter into a marketing partnership with the South Shore Convention & Visitor's Authority. The purchase of two packages, for a total investment of \$600, will provide numerous marketing opportunities that will reach the broad spectrum audience of the SSCVA.

There being no further discussion, the January 22, 2018 Study Session of the Highland Redevelopment Commission ended at 8:25 p.m.

**HIGHLAND REDEVELOPMENT COMMISSION  
PUBLIC MEETING MINUTES  
MONDAY, JANUARY 22, 2018**

The Highland Redevelopment Commission ("Commission", "RC") met in a Public Meeting on January 22, 2018 at 8:30 p.m. in the Council Chambers of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. President Zemen called the meeting to order and led those present in the Pledge of Allegiance. Taking minutes for the meeting was Director Kathy DeGuilio-Fox.

**Roll Call:** Present on roll call were Redevelopment Commissioners Michael Griffin, Mark Herak, Dan Vassar, Steve Wagner and Bernie Zemen. A quorum was attained.

**Additional Officials Present:** Pat Krull, School Town of Highland Commissioner, Rhett Tauber, Esq. Redevelopment Commission Attorney, and Kathy DeGuilio-Fox, Redevelopment Director were present.

*Additionally present:* Chuck Haber, TIMES Correspondent and Larry Kondrat were additionally present.

Commissioner Griffin requested the Highland Redevelopment Commission Plenary Meeting agenda be amended to address reorganization business under the Special Order section of the agenda.

**Minutes of the Previous Meetings:** Commissioner Steve Wagner made a motion to approve the minutes, as written, of the Study Session and Public Meeting of December 18, 2017 and the minutes of the Study Session of January 8, 2018. Commissioner Michael Griffin seconded the motion. Upon a roll call vote, the motion passed. The minutes were approved by a vote of five affirmatives and no negatives.

**Public Comment:** Larry Kondrat, asked if there are any plans in place for downtown redevelopment. Director DeGuilio-Fox responded that nothing definite has been determined at this time however any plans would certainly be such that the Highland downtown area would become a destination place for residents and visitors alike. Mr. Kondrat encouraged consideration of numerous developers and/or owners of the property rather than a single entity. He was assured that the Redevelopment Commission will consider all interested parties and viable offers. Discussion ensued

**Special Orders – Annual Reorganization:** Commissioner Dan Vassar made a motion to elect all of the 2018 Redevelopment Commission officers at once and to include Commissioner Bernie Zemen as President, Commissioner Steve Wagner as Vice President and Commissioner Mark Herak as Secretary. Commissioner Michael Griffin seconded the motion. Upon voice vote the motion was passed four affirmatives and one negative.

**Communications:** None

**Unfinished Business and General Orders:** None

**New Business:**

- 1. Authorizing the rescheduling of the regular study session and public meeting advertised for February 19, 2018.** Commissioner Dan Vassar moved to reschedule the February 19, 2018 meeting to Monday, February 26, 2018. Commissioner Michael Griffin seconded the motion. Upon a roll call vote, the motion passed with five affirmatives and zero negatives.

2. **Resolution 2018-01: An Amending Declaratory Resolution of the Highland Redevelopment Commission Amending the Highland Acres Economic Development Area and the Economic Development Plan for the Area and Establishing the Cardinal Campus Allocation Area.** Commissioner Griffin moved to adopt Resolution 2018-01. Commissioner Dan Vassar seconded the motion. Upon a roll call vote the motion passed five affirmatives and zero negatives.
3. **Resolution 2018-02: A Resolution of the Highland Redevelopment Commission Approving an Agreement for Professional Consulting Services for Project Cardinal Campus to the Highland Redevelopment Commission.** Commissioner Steve Wagner moved to adopt Resolution 2018-02. Commissioner Michael Griffin seconded the motion. Upon a roll call vote the motion passed five affirmatives and zero negatives.
4. **Resolution 2018-03: A Resolution of the Highland Redevelopment Commission Approving an Agreement for Legal Services to the Highland Redevelopment Commission for 2018.** Commissioner Dan Vassar moved to adopt Resolution 2018-03. Commissioner Michael Griffin seconded the motion. Upon a roll call vote the motion passed five affirmatives and zero negatives.
5. **Resolution 2018-04: A Resolution of the Highland Redevelopment Commission Approving an Agreement for Financial Professional Services and General Redevelopment Consulting to the Highland Redevelopment Commission for 2018.** Commissioner Steve Wagner moved to adopt Resolution 2018-04. Commissioner Michael Griffin seconded the motion. Upon a roll call vote the motion passed four affirmatives and one negative.

**Action to Pay Accounts Payable Vouchers:** Commissioner Dan Vassar made a motion to pay account payables as presented in the amount of \$28,034.18. Commissioner Steve Wagner seconded the motion. Upon a roll call vote, and with an abstention from Commissioner Michael Griffin, the motion passed.

**Business from the Commissioners:** None

**Next Meeting:** The next full Study Session will be held on February 5, 2018 at 7:30 p.m. The next Public Meeting will be convened on February 26, 2018 at 8:30 p.m. A Study Session at 8:00 p.m. will precede the public meeting and reconvene following the public meeting if deemed necessary. The next meeting of the Highland Main Street will be Thursday, February 1, 2018 at 6:30 p.m. in the upper Conference room of the Town Hall.

**Adjournment:** There being no further business of the Highland Redevelopment Commission, Commissioner Dan Vassar made a motion to adjourn the meeting. Commissioner Steve Wagner seconded the motion. Upon a voice vote, the motion passed. The January 22, 2018 public meeting of the Highland Redevelopment Commission was adjourned at 8:30 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary

RESOLUTION NO. 2018-01

AN AMENDING DECLARATORY RESOLUTION OF THE  
HIGHLAND REDEVELOPMENT COMMISSION AMENDING  
THE HIGHLAND ACRES ECONOMIC DEVELOPMENT AREA  
AND THE ECONOMIC DEVELOPMENT PLAN FOR THE  
AREA AND ESTABLISHING THE CARDINAL CAMPUS  
ALLOCATION AREA

WHEREAS, the Town of Highland (the "Town"), Lake County, Indiana, Redevelopment Commission (the "Commission"), as the governing body for the Town Department of Redevelopment (the "Department") and the Redevelopment District of the Town, exists and operates pursuant to Indiana Code 36-7-14 and Indiana Code 36-7-25, as amended (collectively, the "Act"); and

WHEREAS, Sections 41 and 43 of the Act have been created to permit the creation of "economic development areas" and to provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

WHEREAS, Section 39 of the Act permit the creation of "allocation areas" to provide for the allocation and distribution of property taxes for the purpose and in the manner provided therein; and

WHEREAS, the Commission on October 10, 2007, adopted and approved Resolution No. 2007-10 (the "Declaratory Resolution") that designated and declared an area within the Town as an economic development area (the "Highland Acres Economic Development Area"), approved the Economic Development Plan for the Highland Economic Development Area (the "Economic Development Plan"), and designated the Highland Acres Allocation Area (the "Highland Acres Allocation Area").

WHEREAS, the Commission now desires to take further action to amend and supplement the Economic Development Plan for the Highland Acres Economic Development Area and to amend the allocation provision of the Declaratory Resolution in order to designate a new allocation area within the Highland Acres Economic Development Area for new economic development opportunities presented to the Commission and for proposed redevelopment projects

and programs designed to stimulate future economic development, and to authorize the Commission to undertake all activities in the Highland Acres Economic Development Area that are allowed by the Act; and

WHEREAS, the Commission has caused to be prepared an Amendment to the Economic Development Plan attached hereto as Exhibit A (the “2018 Amendment”) to amend and supplement the Economic Development Plan to add certain economic development projects to the Economic Development Plan; and

WHEREAS, the 2018 Amendment and supporting data have been reviewed and considered by the Commission at this meeting.

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

1. All of the findings and determinations set forth in the Declaratory Resolution and Economic Development Plan are hereby ratified and confirmed as if set forth fully herein.
2. The 2018 Amendment promotes significant opportunities for the gainful employment of its citizens, attracts major new business enterprises to the Town, may result in the retention or expansion of significant business enterprises existing in the boundaries of the Town, and meets other purposes of the Act.
3. Accomplishment of the 2018 Amendment will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.
4. In support of the findings and determinations set forth above, the Commission hereby adopts the specific findings set forth in the 2018 Amendment.
5. The Declaratory Resolution’s allocation provision shall be amended such that an area of the Economic Development Area described in Exhibit B attached hereto shall be removed from the Highland Acres Allocation Area and shall be re-designated as the Cardinal Campus Allocation Area (the “Cardinal Campus

Allocation Area”) pursuant to Section 39 of the Act for the purposes of the allocation and distribution of property taxes for the purposes and in the manner provided therein. This paragraph shall be considered the allocation provision for the purposes of IC 36-7-14-39. The Cardinal Campus Allocation Area constitutes an allocation area pursuant to IC 36-7-14-39 for purposes of the allocation and distribution of property taxes on real property for the purposes and in the manner provided therein. Any property taxes levied on or after the effective date of this amending Declaratory Resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Cardinal Campus Allocation Area shall be allocated and distributed in accordance with IC 36-7-14-39. The allocation provision with respect to the Cardinal Campus Allocation Area shall expire on the date which the first bonds or lease rentals payable from tax increment revenue from the Cardinal Campus Allocation Area shall be paid in full but in no event later than twenty-five (25) years after the date of issuance of such bonds or the execution of such lease. The base assessment date for property in the Cardinal Campus Allocation Area shall be January 1, 2018. The Commission finds that the adoption of this allocation provision will result in new property taxes in the Cardinal Campus Allocation Area that would not have been generated but for the adoption of this allocation provision. Specifically, this amendment is responsible for development and investment, and corresponding increase in applicable new property taxes, attributable to Cardinal Campus Project.

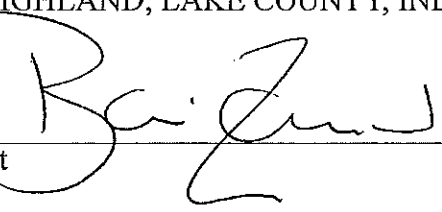
6. The 2018 Amendment is hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the 2018 Amendment with the minutes of this meeting.
7. The 2018 Amendment shall be submitted to the Plan Commission and Town Council for a review and approval.
8. The Secretary of the Commission is hereby directed, after receipt of the written order of approval of the Plan Commission which has been approved by the Town Council, to publish notice of the adoption and substance of this Resolution in accordance with Indiana Code 5-3-1-4 and to file notice according to Indiana Code 36-7-14-17 and 36-7-14-17.5. The Commission shall establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed project and

will determine the public utility and benefit of the proposed project.

9. The presiding officer of the Commission is hereby authorized and directed to submit this resolution, the 2018 Amendment and the Report to the Plan Commission for its approval.
10. This Resolution shall be effective as of its date of adoption.

ADOPTED AND APPROVED at a meeting of the Highland Redevelopment Commission of the Town of Highland, Lake County, Indiana, held on the 22nd day of January, 2018.

HIGHLAND REDEVELOPMENT COMMISSION  
TOWN OF HIGHLAND, LAKE COUNTY, INDIANA

BY:   
President

ATTEST:

BY:   
Secretary



## EXHIBIT A

### AMENDMENT TO THE ECONOMIC DEVELOPMENT PLAN FOR THE HIGHLAND ACRES ECONOMIC DEVELOPMENT AREA

The Highland Redevelopment Commission (the "Commission") of the Town of Highland (the "Town") has previously adopted and approved an Economic Development Plan (the "Plan") for the Highland Acres Economic Development Area (the "Economic Development Area") in response to economic development and land redevelopment opportunities made available to or considered by the Town or the Commission to implement its mission for the Redevelopment District to benefit the public and welfare.

This amendment to the Plan (the "2018 Amendment") is intended to amend and supplement the Plan for the following purposes and to achieve the goals and objectives of the Plan, as amended, to include a new economic development project to be known as the Cardinal Campus Project.

#### **Cardinal Campus Project:**

CG Holdings, LLC, an Indiana Limited Liability Company, has proposed a multi-phase development within the Economic Development Area which includes the construction of a boutique hotel, veterinary surgical center, and six (6) Class A professional buildings resulting in the construction of an estimated 163,700 square feet and project costs of in excess of \$47,000,000.

The Commission intends to issue economic development revenue bonds payable from revenues generated in the Cardinal Campus Allocation Area to assist and incentivize the development of the Cardinal Campus Project. The Town shall undertake any zoning or other regulatory revisions necessary to realize the Cardinal Campus Project within Economic Development Area.

**EXHIBIT B**

Cardinal Campus Allocation Area

Parcel List

45-07-32-480-001.000-026<sup>1</sup>

Note 1:

Real property parcel number 45-07-32-480-001.000-026 was a consolidation of the following parcels as of the January 1, 2018 assessment date.

45-07-32-479-011.000-026

45-07-32-479-012.000-026

45-07-32-479-013.000-026

45-07-32-479-014.000-026

45-07-32-479-015.000-026

The above real property parcel numbers were located within the Highland Acres Allocation Area for the January 1, 2017, assessment date, pursuant to Resolution No. 2007-10 approved on October 10, 2007, and are provided for historical reference purposes.

**THE TOWN OF HIGHLAND  
HIGHLAND REDEVELOPMENT COMMISSION  
RESOLUTION 2018-02**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR PROJECT CARDINAL CAMPUS  
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 SEH of Indiana, LLC for consulting services specific to Project Cardinal Campus for a Lump Sum amount of \$10,500, including expenses identified and set forth in attached Exhibit A-2.

**DULY PASSED and RESOLVED** by the Highland Redevelopment Commission, Lake County, Indiana, this 22<sup>nd</sup> day of January, 2018 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

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, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the project described as:

To perform certain professional consulting services (the "Basic Services") in connection with economic development consulting, financial incentive development and redevelopment/economic development planning related to the issuance of a tax increment financing obligation anticipated to be known as the Economic Development Revenue Bonds, Series 2018 (Project Cardinal Campus) specific to planning, redevelopment project planning, economic development planning and financial incentivization assistance to the Client (the "Project").

**Client's Authorized Representative:** Kathy DeGuilio-Fox,  
Redevelopment Director  
**Address:** 3333 Ridge Road  
Highland, IN 46322  
**Telephone:** 219.972.7598 **email:** kdeguilio-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 include, but are not limited to, the following:

1. Assist the Client and Client's staff with scheduling, planning, redevelopment planning, economic development planning and financial incentivization of Project Cardinal Campus within the Client's Redevelopment District, more specifically the Highland Acres Economic Development Area.
2. Assist the Client and Client's staff with the calculation of estimated assessed valuations and potential Project financial incentivization for presentation and approval by the Client and the Common Council of the Town of Highland, Indiana.
3. Assist the Client and Client's staff with estimates of tax increment (pro forma) of potential captured assessment as a result of new private investment and economic development of Project Cardinal Campus in an allocation area for the purpose of utilizing tax increment financing ("TIF") for projects or programs related to private investment, including other economic development improvements (public or private) that serves or benefits an allocation area to stimulate economic development, for submission, review and discussion with the Client's engaged municipal advisor for finalization prior to development of a municipal financial product and Project bond closing.
4. Assist the Client, Client's staff and other Client consultant's assisting on the Project with document preparation and review, as necessary, of a development agreements, a Project labor agreement (PLA), redevelopment planning and plan amendments, documentation filings related to Project Cardinal Campus, designation of a new (Cardinal Campus) allocation area, all consistent with Indiana Code ("I.C.") 36-7-14, the Redevelopment Law (the "Act") and Indiana Administrative Code 50 IAC 8.
5. Communications with the Client, Client staff, City of Town of Highland, Indiana Departments and staff, the Common Council of the Town of Highland, Project Cardinal Campus owners and/or representatives, Client's municipal advisor, bond counsel and Commission attorney as to financial incentivization of Project Cardinal Campus for the purpose of utilizing tax increment financing and the processes necessary for Project incentivization approval.

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 the role as a Municipal Advisor to the Client.

The Consultant will provide all necessary information to the Client's identified and engaged municipal financial advisor registered with the MSRB and the SEC as a Municipal Advisor as it relates to the issuance of any obligation deemed to be a municipal financial product.

**Schedule:** Professional services specific to the Project are to be initiated on January 1, 2018 and continued through either: (i) upon Project bond closing, or (ii) upon notice of the Client should the Project bond closing not occur as anticipated, as required or as needed pursuant to Basic Services identified. 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 fee for Basic Services to the Client is a lump sum amount of \$10,500, including expenses identified and set forth in attached **EXHIBIT A-2**.

The payment method, basis, frequency and other special conditions are set forth in attached **EXHIBIT A-2**.

**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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See **SIGNATURE PAGE**

**SIGNATURE PAGE**

**Supplemental Letter Agreement**

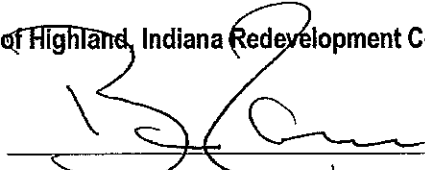
In accordance with the Master Agreement for Professional Services between Town of Highland, Indiana Redevelopment Commission ("Client"), and SEH of Indiana, LLC ("Consultant"), effective March 9, 2016, this Supplemental Letter Agreement dated January 2, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the project described as:

To perform certain professional consulting services (the "Basic Services") in connection with economic development consulting, financial incentive development and redevelopment/economic development planning related to the issuance of a tax increment financing obligation anticipated to be known as the Economic Development Revenue Bonds, Series 2018 (Project Cardinal Campus) specific to planning, redevelopment project planning, economic development planning and financial incentivization assistance to the Client (the "Project")

**SEH of Indiana, LLC**

By:   
Daniel Botich  
Title: Sr. Economic Development Professional

**Town of Highland, Indiana Redevelopment Commission**

By:   
Title: PRESIDENT

**EXHIBIT A-2**

**Supplemental Letter Agreement  
Between Town of Highland, Indiana Redevelopment Commission (Client)  
and  
SEH of Indiana, LLC (Consultant)  
Dated January 2, 2018**

**Payments to Consultant for Services and Expenses  
Using the Lump Sum Basis Option**

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

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Basic Service and scope of work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's professional economic development and financial incentive services specific to the Project for the agreed upon Basic Service and scope of work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

During the course of providing its Basic Services, the Consultant will invoice the Client monthly for professional services provided. The Consultant shall be paid for professional services invoiced, either: (i) by the Trustee for the Project bond from bond proceeds identified for cost of issuance costs upon Project bond closing, or (ii) by the Client should the Project bond closing not occur as anticipated, as based on Consultant's estimate of the percentage of the work completed.

**B. Expenses Included in the Lump Sum**

The following items involve expenditures made by the Consultant's employees on behalf of the Client. These costs are included in the Lump Sum amount for Basic Services and shall be paid for as described in this Agreement.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences.
3. Reports, plan and reproduction expenses.
4. Postage, handling and delivery.
5. Renderings 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.

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**Exhibit C**  
**Independent Municipal Advisor Exemption**  
**Dated January 22, 2018**

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 desires for to provide identified Basic Services in connection with economic development consulting, financial incentive development and redevelopment/economic development planning related to the issuance of a tax increment financing obligation anticipated to be known as the Economic Development Revenue Bonds, Series 2018 (Project Cardinal Campus) specific to planning, redevelopment project planning, economic development planning and financial incentivization assistance to the Client (the "Project").

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:

**London Witte Group**

\_\_\_\_\_  
Name of Municipal Advisor

**Jennifer Hudson, Principal**

\_\_\_\_\_  
Representative

**Jennifer.Hudson@LWGcpa.com**

**(317) 634-4747, Ext. 239**

\_\_\_\_\_  
Electronic Mail/Phone

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.**



**Exhibit C**  
**Independent Municipal Advisor Exemption**  
**Dated January 22, 2018**

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 either: (i) Project bond closing and final payment of the Project by the trustee for the Project Bond, or (ii) notified by the Client should Project financial incentivization or the Project bond closing not occur as anticipated with said Project assistance disengaged.

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**

 **BERNIE ZEMEN**

\_\_\_\_\_  
Representative (Printed)

**PRESIDENT**

\_\_\_\_\_  
Title of Representative

  
\_\_\_\_\_  
Signature of Representative

**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        )  
                                  )        SS:  
County of Lake         )

**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: *Jessie J Schuster*, Affiant.

**Certificate of Notary**

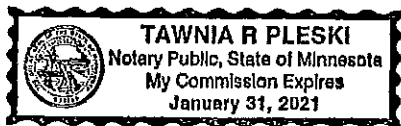
On this 7<sup>th</sup> day of March, 2017, before me personally came and appeared the Affiant herein named, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

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

My commission expires: 1-31-2021

County of Residence: Ramsey

(seal)



*Tawnia R Pleski* NOTARY

**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).*

**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 2018-03**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION  
APPROVING AN AGREEMENT FOR LEGAL SERVICES TO THE HIGHLAND  
REDEVELOPMENT COMMISSION FOR 2018**

**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:

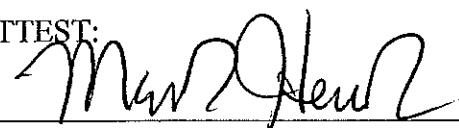
That it is in the best interest of the Town to enter into an Agreement with Tauber Law Offices for the year of 2018 at an hourly rate of One Hundred Ninety and 00/100 Dollars (\$190.00) per hour.

**DULY PASSED and RESOLVED** by the Highland Redevelopment Commission, Lake County, Indiana, this 22<sup>nd</sup> day of January, 2018 having passed by a vote of 5 in favor and 0 opposed.

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

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

January 22, 2018

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

**Re: Town of Highland Redevelopment Commission**

Dear Kathy:

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

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

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

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

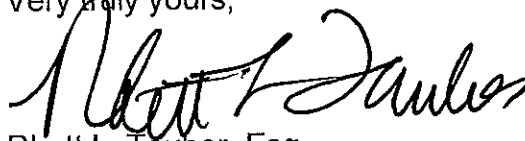
We appreciate the opportunity to represent the Commission. If these terms of our engagement are acceptable to the Commission, please return a signed copy of this letter to me in the enclosed envelope. Our representation of the Commission will commence upon receipt of the signed engagement letter.

Highland Redevelopment Commission  
January 22, 2018  
Page 2

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

Very truly yours,



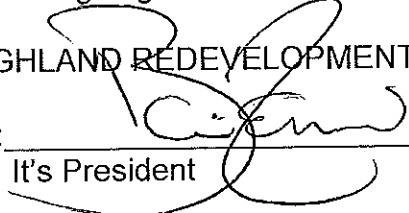
Rhett L. Tauber, Esq.

Email: [rtauber@tauberlaw.com](mailto:rtauber@tauberlaw.com)

RLT/cms  
Enclosures

The foregoing is understood and accepted:

HIGHLAND REDEVELOPMENT COMMISSION

By:   
It's President

**TAUBER LAW OFFICES**  
**ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENT**

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



**THE TOWN OF HIGHLAND  
HIGHLAND REDEVELOPMENT COMMISSION  
RESOLUTION 2018-04**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN  
AGREEMENT FOR FINANCIAL PROFESSIONAL SERVICES AND GENERAL REDEVELOPMENT  
CONSULTING TO THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2018**

**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:

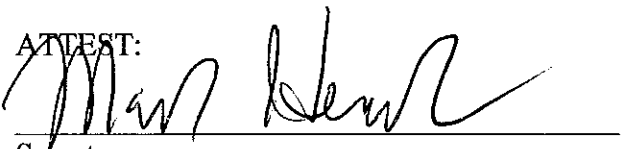
That it is in the best interest of the Town to enter into an Agreement with SEH of Indiana, LLC for the year of 2018 for a not-to-exceed amount of \$10,000, excluding expenses which includes those identified and set forth in attached Exhibit A-1, currently estimated at \$500.

**DULY PASSED and RESOLVED** by the Highland Redevelopment Commission, Lake County, Indiana, this 22<sup>nd</sup> day of January, 2018 having passed by a vote of 4 in favor and 1 opposed.

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

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

## Supplemental Letter Agreement

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, 2018 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 2018, more specifically January 1 through December 31, 2018, in connection with 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 "Project").

**Client's Authorized Representative:** Kathy DeGuilio-Fox, Redevelopment Director  
**Address:** 3333 Ridge Road  
Highland, IN 46322  
**Telephone:** 219.972.7598 **email:** kdeguilio-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.

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

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 from January 1, 2018 through December 31, 2018, 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 \$500.

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:

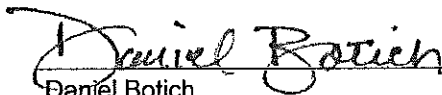
Reference Exhibit C titled Independent Municipal Advisor Exemption as attached hereto which:

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.

p:\j\highland\142338\fy 2018 general ed consulting\suppl letter agreement (1.22.2018).docx

**SEH of Indiana, LLC**

By:

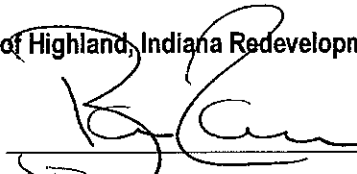


Daniel Botich

Title: Sr. Economic Development Professional

**Town of Highland, Indiana Redevelopment Commission**

By:



Title:

PRESIDENT

**Exhibit A-1**  
**to the Supplemental Letter Agreement**  
**Between Town of Highland, Indiana Redevelopment Commission (Client)**  
**and**  
**SEH of Indiana, LLC (Consultant)**  
**Dated January 2, 2018**

**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
Miller, Beth M.	Designer/GIS	\$ 90.00
Gray, Bonnie L.	Senior Administrative Assistant	\$ 90.00
McJames, Alizabeth	Accounting Administrator	\$ 110.00
Keith, Eric T.	Project Planner	\$ 110.00
Oman, Richard P.	Licensed Land Surveyor/GIS	\$ 130.00
Botich, Daniel A.	Senior Economic Development Professional	\$ 200.00

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.

**Exhibit C**  
**Independent Municipal Advisor Exemption**  
**Dated January 2, 2018**

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

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Phone

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.**

**Exhibit C**  
**Independent Municipal Advisor Exemption**  
**Dated January 2, 2018**

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, 2018.

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

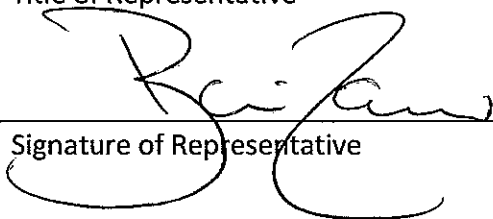
**TOWN OF HIGHLAND, INDIANA REDEVELOPMENT COMMISSION**  
**HIGHLAND, INDIANA**

BERNIE ZEMEN

Representative (Printed)

PRESIDENT

Title of Representative



Signature of Representative

**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: *Sandra J Schuylg*, Affiant.

**Certificate of Notary**

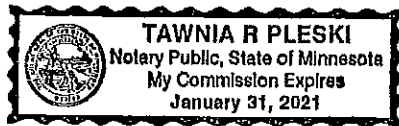
On this 7<sup>th</sup> day of March, 2017, before me personally came and appeared **the Affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

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

My commission expires: 1-31-2021

County of Residence: Ramsey

(seal)



*Tawnia R Pleski* NOTARY



**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).*

**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.

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

Fund 094 Redevelopment General

Dept 0000	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
094-0000-09000	REFUND FESTIVAL OF THE TRAIL	70946	SHARON K LAFLECH	REFUND FESTIVAL OF THE TRAIL 2017	25.00	
094-0000-20003	OFFICE SUPPLIES	71084	OFFICE DEPOT	OFFICE SUPPLIES	100.59	
094-0000-31001	LEGAL FEES- GENERAL MATTERS	71092	TAUBER LAW OFFICE PC	LEGAL FEES- GENERAL MATTERS	2,318.00	
094-0000-31003	SUPPLEMENTAL FINANCIAL SERVIC	71093	SHORT-ELLIOTT-HENDRICKSON,	SUPPLEMENTAL FINANCIAL SERVICES-2	2,232.50	
094-0000-31004	DECEMBER MEMBERSHIP MEETING	71082	HIGHLANDGRIFFITH CHAMBER OF	DECEMBER MEMBERSHIP MEETING	15.00	
094-0000-31004	JANUARY MEMBERSHIP MEETING	71083	HIGHLANDGRIFFITH CHAMBER OF	JANUARY MEMBERSHIP MEETING	15.00	
094-0000-34001	REDEV COMMISSION BONDS	70921	HORGASH INSURANCE AGENCY	REDEV COMMISSION BONDS 3/1-12/31	300.00	
094-0000-34001	REDEV COMMISSION BONDS	71080	HORGASH INSURANCE AGENCY	REDEV COMMISSION BONDS 2018	420.00	
094-0000-34023	HEALTH INS	71045	TOWN OF HIGHLAND INS FUND	HEALTH/LIFE INS PREM REDEV 2018 J	1,622.48	
094-0000-35008	LIFE INS	71045	TOWN OF HIGHLAND INS FUND	HEALTH/LIFE INS PREM REDEV 2018 J	13.06	
094-0000-35008	GAS-8610 KENNEDY-FINAL BILLIN	71085	NORTHERN IN PUBLIC SERVICE	GAS-8610 KENNEDY-FINAL BILLING	32.10	
094-0000-35008	ELECTRIC-8618 KENNEDY-FINAL B	71086	NORTHERN IN PUBLIC SERVICE	ELECTRIC-8618 KENNEDY-FINAL BILLI	25.66	
094-0000-35008	UTILITIES-2811 JEWETT-THRU 12	71087	NORTHERN IN PUBLIC SERVICE	UTILITIES-2811 JEWETT-THRU 12/21/	342.79	
094-0000-35008	UTILITIES-2821 JEWETT-THRU 12	71088	NORTHERN IN PUBLIC SERVICE	UTILITIES-2821 JEWETT-THRU 12/21/	70.91	
094-0000-35008	STORM-2605 CONDIT-THRU 12/13/	71089	TOWN OF HIGHLAND UTILITIES	STORM-2605 CONDIT-THRU 12/13/17	10.14	
094-0000-35008	STORM-8618 KENNEDY-THRU 12/13/	71090	TOWN OF HIGHLAND UTILITIES	STORM-8618 KENNEDY-THRU 12/13/17	40.67	
094-0000-35008	UTILITIES-8620 KENNEDY-THRU 1	71091	TOWN OF HIGHLAND UTILITIES	UTILITIES-8620 KENNEDY-THRU 12/11	72.06	
094-0000-39020	D/S REDEV ICT ALLOCATIONS RES	71081	IT INTERNAL SERVICE FUND	D/S REDEV. ICT ALLOCATIONS RES #1	10,901.00	28111
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	70837	PAYROLL ACCOUNT	12/22PR D/S TRANSFER REDEVELOPME	4,766.59	
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	70837	PAYROLL ACCOUNT	1/5PR D/S TRANSFER REDEVELOPMENT	4,710.61	28207

Total For Dept 0000 28,034.18  
 Total For Fund 094 Redevelopment General 28,034.18