

**HIGHLAND REDEVELOPMENT COMMISSION  
STUDY SESSION MINUTES  
WEDNESDAY, February 10, 2016**

Members of the Highland Redevelopment Commission (“RC”, “Commission”) met on Wednesday, February 10, 2016 at 6:10 PM in the Upper Conference Room within the Municipal Building at 3333 Ridge Road, Highland, Indiana. Vice-President Greg Kuzmar called the meeting to order. Minutes were prepared by Cecile Petro, Redevelopment Director.

**ROLL CALL:** On February 8, 2016, the Town Council made appointments and reappointments to the Redevelopment Commission. Commissioners present included Bernie Zemen, Greg Kuzmar, Kathy DeGuilio-Fox, Bill Leep, and Ed Dabrowski. Also in attendance were Attorney Carol Green-Fraley, School Town of Highland Commissioner Pat Krull, and Redevelopment Director Cecile Petro. Visitors included Jim Kessler, Mike Winarski, and Dan Lewis.

**General Substance of the Discussion**

**Agenda Review**

Commissioners reviewed the minutes and claims. No comments were received.

The Commission discussed other action items on the agenda. Two public hearings will take place during the public meeting. The first hearing will remove properties from the allocation area of *Redevelopment Area II, Commercial Corridors*; and the second hearing will expand the number of properties by placing those same properties back into the allocation area of *Redevelopment Area II, Commercial Corridor* at a new basis point. These hearings are necessary to eliminate the decrement from fifteen parcels.

*Resolution 2016-01, a Resolution to Enter into a Contract with an Engineering Firm to Provide Professional Services for the Northwest Quadrant of Kennedy Avenue and Main Street* was discussed. Four firms had re-submitted proposals. The purpose of the contract is to provide the Commission with information on the amount of developable land available at that location.

Under New Business, Commissioners reviewed an updated version of the Façade Improvement Grant Application and an updated version of the Kiosk Panel Contract. No comments were received. This ended discussion on the public meeting agenda.

**8630 Kennedy**

Mr. Michael Winarski, representing the Masonic Lodge in Highland, introduced himself and stated that he would like to reestablish dialogue with the Commission regarding 8630 Kennedy Avenue. He stated that the Mason leadership wants to sell the parcel and he would like to meet with us to further discuss the purchase of the property. Attorney Green-Kuchel suggested that the Redevelopment Director, Mr. Winarski, and other representatives of the Masons, and she will arrange a meeting to discuss the property. Mr. Winarski also asked for a copy of the Indiana Code citing the Commission’s right to enter the property to perform an environmental assessment.

**8620 Kennedy**

The Commission directed the attorney to prepare a letter to the owners of 8620 Kennedy Avenue that expresses the Commission’s interest in purchasing the property. Previous attempts to contact one of the owners by telephone have not been successful.

**Art & Cultural District Grant (Creating Livable Centers by NIRPC)**

The Director reported that the Plan for the Art & Cultural District from SEH of Indiana should be received by March 2, 2016. It will be distributed to the members for their meeting on March 8, 2016. Commissioners directed the attorney to prepare a letter to all property owners in the District asking about their interest in selling their properties.

**2815 Jewett**

The Director updated the Commission on the status of the furnace and plumbing within the building. The Director stated per her discussions with each Commissioner previously, emergency furnace work at 2815 Jewett was completed. Plumbing work has not been completed. The lessee and the Commission will share the cost. Rent reduction will be applied instead of monetary payment for the work. Commissioner DeGuilio-Fox stated that she would like to add a goal to the 2016 Redevelopment Commission Goals. It would establish a plan to review the parcels after one lessee ends his/her lease and before another potential lessee leases the parcel. This plan would provide the Commission with potentially greater information on the status of Commission owned properties, repairs would be in place before a new tenant occupies the space, and interruptions in service for the new lessee could be avoided.

**2811 Jewett Street (Warehouse unit adjacent to the north of 2813 and 2815 Jewett)**

The Director stated that she has been meeting with prospective lessees for 2811 Jewett. This group will need to acquire the skills of an architect to review the space, create a business plan, and then decide if that space is functional for their business before a lease can be signed.

**8835-8845 Kennedy and 8836 Kennedy**

The Director updated the Commission on the status of these two buildings near Lincoln Street. The owners of 8835-45 Kennedy Avenue will be meeting with the Economic Development Commission (EDC) for their review of the tax abatement request. Once that meeting is completed, the EDC will provide the Town Council with its recommendation. Then, the Town Council will review and decide the request at two Council meetings.

The structure at 8836 Kennedy is proceeding with no projected completion date, as yet.

The Study Session ended at 7:01 PM for the Public Meeting.

**HIGHLAND REDEVELOPMENT COMMISSION  
PUBLIC MEETING  
February 10, 2016**

The Highland Redevelopment Commission (“Commission”, “RC”) met in a Public Meeting on January 13, 2016 at 7:00 PM in the Upstairs Conference Room within the Municipal Building at 3333 Ridge Road, Highland, Indiana. Vice President Kuzmar called the meeting to order.

**ROLL CALL:**

Present on roll call included Redevelopment Commissioners: Bernie Zemen, Greg Kuzmar, Kathy DeGuilio-Fox, Bill Leep and Ed Dabrowski. Also in attendance were Attorney Carol Green-Fraley and School Town of Highland Commissioner Pat Krull. . Taking minutes for the meeting was Director Petro.

**MINUTES OF PREVIOUS SESSIONS:**

Commissioner DeGuilio-Fox made a motion to approve the minutes as written for the Public Meeting and Study Session of January 13, 2016 and the Study Session of January 27, 2016. Commissioner Dabrowski seconded the motion. **Motion carried by unanimous voice vote.**

**PUBLIC COMMENTS:**

Mr. Dan Lewis, owner of 8020 Kennedy Avenue and Highland Glass for thirty five years, stated that he would like the Commission to reconsider his request for a Façade Improvement Grant which was previously denied. He would like to invest in the building by changing the front façade and by creating a new use for part of the building by adding a restaurant. In addition, he recognizes that his building is very visible for those entering the town from the north and he would like to improve the first impression that people have of Highland. Mr. Lewis added that he is not going to sell the property. President Kuzmar responded that all but one Façade Improvement Grant projects have been in the downtown area south of LaPorte Street. The one exception that was funded had the mass, set-backs, and parking that would make it consistent with the planning District. It was also completely rehabbed in the interior. The Redevelopment Area I Plan for the Kennedy Avenue gateway does not envision smaller, older buildings with incorrect setbacks. The Commission agreed to reevaluate this project when Mr. Lewis provides an updated and complete application. The Director will send Mr. Lewis another application form.

Mr. Pat Krull, the School Town of Highland Commissioner, reported that Highland’s School District has been designated an “A” school district. Commissioners commented on the importance of a well performing school district in attracting and retaining businesses and residents.

Mr. Jim Kessler stated that although he was not reappointed to the Commission he will continue to stay involved with the town, especially with the Town Theatre. He asked the new members of the Commission if they were supportive of the theatre and the Art & Cultural District. Commissioner Dabrowski stated that he has been generally supportive of redevelopment projects. He is interested in the plan and in the theatre. Commissioner Leep responded that he would like additional information on the project before commenting. President Kuzmar and Commissioner Zemen thanked Mr. Kessler for his past service on the Commission and encouraged him to continue to work with the Town Theatre Board.

**SPECIAL ORDERS:**

**Election of Officers:**

Commissioner Zemen nominated Commissioner Kuzmar for President, Commissioner DeGuilio-Fox for Vice President, and Commissioner Dabrowski for Secretary. Commissioner Leep seconded the motion. Vice-President Kuzmar asked for further nominations. None were received. **A roll call vote was taken with all Commissioners stating the affirmative.**

**2016 Meeting Schedule:**

Commissioner DeGuilio-Fox made a motion to accept the meeting schedule, as presented. Commissioner Dabrowski seconded the motion. During discussion the Director stated that holidays and special meetings

may necessitate changes to the schedule; however, all changes will receive public notice. Commissioner DeGuilio-Fox asked to receive information for the meetings earlier. **Motion carried by unanimous voice vote.**

**Public Hearing:**

President Kuzmar stated that a public hearing will be held to remove certain real property individual components from the Highland Commercial Corridors Allocation Area. He asked Attorney Green-Kuchel if the Proofs of Publication were in order. Attorney Green-Kuchel replied that they appear to be in order. He then called the public hearing to order at 8:01 PM. No comments were received. President Kuzmar closed the public hearing at 8:03 PM. He asked for action on *Resolution 2016-04, A Resolution of the Town of Highland Redevelopment Commission Confirming Resolution No. 2015-17 of the Redevelopment Commission Amending the Declaratory Resolution for the Purpose of Removing Certain Real Property Individual Components from the Highland Commercial Corridors Allocation Area.* Commissioner DeGuilio-Fox made a motion and Commissioner Leep seconded the motion. **Motion passed by unanimous voice vote.**

President Kuzmar stated that a public hearing will be held to expand certain real property individual components from the Highland Commercial Corridors Allocation Area. He asked Attorney Green-Kuchel if the Proofs of Publication were in order. Attorney Green-Kuchel replied that they appear to be in order. He then called the public hearing to order at 8:06 PM. No comments were received. President Kuzmar closed the public hearing at 8:08 PM. He asked for action on *Resolution 2016-05, A Resolution of the Town of Highland Redevelopment Commission Confirming Resolution No. 2015-17 of the Redevelopment Commission Amending the Declaratory Resolution for the Purpose of Expanding Certain Real Property Individual Components from the Highland Commercial Corridors Allocation Area.* Commissioner Zemen made a motion and Commissioner Dabrowski seconded the motion. **Motion passed by unanimous voice vote.**

**COMMUNICATIONS: None**

**UNFINISHED BUSINESS AND GENERAL ORDERS:**

Commissioner Dabrowski made a motion to approve *Resolution 2016-01, a Resolution of the Highland Redevelopment Commission Authorizing a Contract with SEH of Indiana to Provide an Engineering Study for the Northwest Quadrant of Kennedy Avenue and Main Street.* Commissioner DeGuilio-Fox seconded the motion. **Motion carried by unanimous voice vote.**

**NEW BUSINESS:**

Commissioner Dabrowski made a motion to approve the *Updated Façade Improvement Grant Application* as provided in the agenda packet. Commissioner DeGuilio-Fox seconded the motion. **Motion passed by unanimous voice vote.**

Commissioner Zemen made a motion to approve the *Updated Kiosk Panel Contract.* Commissioner DeGuilio-Fox seconded the motion. **Motion approved by unanimous voice vote.**

The Director reported that the Financial Service contract from SEH should be received by the Commission's next Public Meeting. Attorney Green-Fraley stated that she will send her 2016 agreement before the next Study Session for review.

**ACTION TO PAY ACCOUNTS PAYABLE VOUCHERS:**

Commissioner Dabrowski made a motion to pay account payables as prepared in the amount of \$167,754.49. Commissioner DeGuilio-Fox seconded the motion. **Motion carried by unanimous voice vote.**

**BUSINESS FROM THE COMMISSIONERS: None**

**NEXT MEETING:**

The next public meeting will be held on March 9, 2016, at 7:00 PM. A Study Session will precede the Public Meeting at 6:00 PM and may follow the meeting. The next full Study Session will be held on February 24, 2016, at 6:00 PM. The next Highland Main Street meeting will be held on Thursday, March 3, 2016 at 6:30 PM. All meetings are held in the Town Hall.

**ADJOURNMENT:** Commissioner Zemen made a motion to adjourn the meeting. Commissioner Dabrowski seconded the motion. **Motion carried by unanimous voice vote to adjourn the meeting at 8:11 PM.**

**HIGHLAND REDEVELOPMENT COMMISSION  
STUDY SESSION RECONVENED  
February 10, 2016**

The Highland Redevelopment Commission (“Commission”, “RC”) reconvened at 8:12 PM in the Upper Conference Room of the Municipal Building at 3333 Ridge Road, Highland, Indiana.

**ROLL CALL:** Present on silent roll call included Commissioners: Bernie Zemen, Greg Kuzmar, Bill Leep, Ed Dabrowski, and Kathy DeGuilio-Fox. Also in attendance were School Town of Highland Commissioner Pat Krull and Attorney Carol Green-Fraley.

**General Substance of the Study Session**

**2016 REDEVELOPMENT COMMISSION GOALS**

Commissioners will review the 2015 goals and bring suggestions, changes, and comments to the next Study Session to formulate goals for 2016.

**TOWN THEATRE**

President Kuzmar provided an update on the Town Theatre building. He stated that after recent discussion with the architect and structural engineer, the Commission is advancing an initiative to selectively demolish parts of the theatre that are not beneficial to the architect’s plan for the facility. This was based upon several considerations: 1) cost of temporary shoring, 2) recent mandates to the building code that requires earthquake proofing of existing walls, 3) new wall height that could easily provide the correct ceiling height for rigging and equipment above the stage, as well as, reducing retrofitting costs to the walls due to a new roof, and 4) improve sound deadening of exterior noises. More information on the design and cost of the work should be available when the architect provides the schematic design next month.

Study Session ended at 8:25 PM.

REDEVELOPMENT COMMISSION  
Meeting Schedule—2016

<u>2<sup>nd</sup> Wednesday of Month</u>	<u>4<sup>th</sup> Wednesday of the Month</u>
6:00 PM Study Session 7:00 PM Public Meeting (Study Session follows if necessary)	6:00 PM Study Session
January 13	January 27
February 10	February 24
March 9	March 23
April 13	April 27
May 11	May 25
June 8	June 22
July 13	July 27
August 10	August 24
September 14	September 28
October 12	October 26
November 9	November 23
December 14	December 28

HIGHLAND REDEVELOPMENT COMMISSION  
HIGHLAND, INDIANA

**RESOLUTION NO. 2016-04**

RESOLUTION OF THE TOWN OF HIGHLAND REDEVELOPMENT COMMISSION CONFIRMING RESOLUTION NO. 2015-17 OF THE REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION FOR THE PURPOSE OF REMOVING CERTAIN REAL PROPERTY INDIVIDUAL COMPONENTS FROM THE HIGHLAND COMMERCIAL CORRIDORS ALLOCATION AREA

**WHEREAS**, the Highland Redevelopment Commission (the "Redevelopment Commission"), did, on the 15<sup>th</sup> day of July, 2015, approve and adopt its Resolution No. 2015-17, entitled "A RESOLUTION OF THE TOWN OF HIGHLAND, INDIANA REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION WHICH DESIGNATED THE HIGHLAND COMMERCIAL CORRIDORS REDEVELOPMENT AREA, APPROVED THE REDEVELOPMENT PLAN FOR THE HIGHLAND COMMERCIAL CORRIDORS REDEVELOPMENT AREA, AND DESIGNATED THE HIGHLAND COMMERCIAL CORRIDORS ALLOCATION AREA FOR PURPOSES OF TAX INCREMENT FINANCING, IN ORDER TO REMOVE CERTAIN REAL PROPERTY FROM SAID ALLOCATION AREA PROVISIONS OF THE DECLARATORY RESOLUTION" (the "Amending Declaratory Resolution"); and

**WHEREAS**, the Amending Declaratory Resolution approved the removal certain real property individual components from the Commercial Corridors Allocation Area (the "Allocation Area") as listed in EXHIBIT A of the Amending Declaratory Resolution; and

**WHEREAS**, the Highland Plan Commission (the "Plan Commission") did, on the 16th day of December, 2015, adopt its Resolution No. 2015-01, determining that the Amending Declaratory Resolution conform to the plan of development for the Town of Highland, Lake County, Indiana (the "Town"), and approving the Amending Declaratory Resolution, and did approve said resolution as the Written Order of the Plan Commission approving the Amending Declaratory Resolution as required by the applicable provisions of Indiana Code 36-7-14, as amended (the "Act") Section 16(d) (the "Plan Commission Order"); and

**WHEREAS**, pursuant to Sections 16(b) of the Act, the Town Council of the Town, on December 28, 2015, adopted its Resolution No. 2015-66 which approved the Plan Commission Order; and

**WHEREAS**, pursuant to Sections 17(b) of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Amending Declaratory Resolution and filed a copy of said notice with all applicable parties, including the office of the Town's plan commission, board of zoning appeals, works board, park board, and building department and building inspector, and any other departments, bodies, or officers of the Town hearing to do with Town planning, variances from zoning ordinances, land use, or the issuance of building permits; and

**WHEREAS**, pursuant to Section 17(c) of the Act, the Commission also filed with each taxing unit located wholly or partially within the Allocation Area a copy of the Notice of Public Hearing and a statement disclosing the tax and economic impact of the Amending Declaratory Resolution on the overlapping taxing units.

**WHEREAS**, at the duly noticed and published public hearing pursuant to Sections 17 and 17.5 of

the Act the Commission on February 10, 2016 held a public hearing to hear all persons interested in the proceedings and considered any written remonstrances and objections that were filed in a timely manner as well as all evidence presented prior to closing said public hearing, all pursuant to Section 17(d) of the Act; and

**WHEREAS**, the Commission now desires to take final action determining the public utility and benefit of the proposed actions contained in the Amending Declaratory Resolution and confirming the Amending Declaratory Resolution, in accordance with Section 17(d) of the Act;

**NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND REDEVELOPMENT COMMISSION, GOVERNING BODY OF THE HIGHLAND DEPARTMENT OF REDEVELOPMENT, AS FOLLOWS:**

**SECTION ONE:** After considering the evidence presented at the public hearing, the Commission hereby confirms the findings, determinations, and approving and adopting actions contained in the Amending Declaratory Resolution.

**SECTION TWO:** After considering the evidence presented at the public hearing, the Commission hereby finds and determines that it will be of public utility and benefit to proceed with all actions contained in the Amending Declaratory.

**SECTION THREE:** The Amending Declaratory Resolution is hereby confirmed in all respects.

**SECTION FOUR:** This confirming resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the actions contained in the Amending Declaratory Resolution and confirming the Amending Declaratory Resolution pertaining thereto.

**SECTION FIVE:** The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Sections 17(d) of the Act.

**SECTION SIX:** This confirming resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Commission.

**ALL OF WHICH IS PASSED AND RESOLVED BY THE HIGHLAND REDEVELOPMENT COMMISSION THIS DAY FEBRUARY 10, 2016.**

[See Signature Page]



HIGHLAND REDEVELOPMENT COMMISSION  
HIGHLAND, INDIANA

**RESOLUTION NO. 2016-04**

RESOLUTION OF THE TOWN OF HIGHLAND REDEVELOPMENT COMMISSION CONFIRMING RESOLUTION NO. 2015-17 OF THE REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION FOR THE PURPOSE OF REMOVING CERTAIN REAL PROPERTY INDIVIDUAL COMPONENTS FROM THE HIGHLAND COMMERCIAL CORRIDORS ALLOCATION AREA

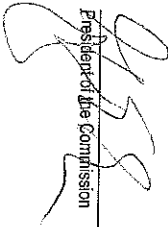
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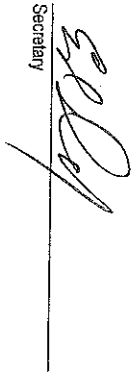
ALL OF WHICH IS PASSED AND RESOLVED BY THE HIGHLAND REDEVELOPMENT COMMISSION THIS DAY FEBRUARY 10, 2016.

HIGHLAND REDEVELOPMENT COMMISSION  
TOWN OF HIGHLAND, LAKE COUNTY, INDIANA

By:

  
\_\_\_\_\_  
President of the Commission

ATTEST:

  
\_\_\_\_\_  
Secretary

HIGHLAND REDEVELOPMENT COMMISSION  
HIGHLAND, INDIANA  
**RESOLUTION NO. 2016 - 05**

RESOLUTION OF THE TOWN OF HIGHLAND REDEVELOPMENT COMMISSION CONFIRMING RESOLUTION NO. 2015-18 OF THE REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION FOR THE PURPOSE OF EXPANDING CERTAIN REAL PROPERTY INDIVIDUAL COMPONENTS TO THE HIGHLAND COMMERCIAL CORRIDORS ALLOCATION AREA

WHEREAS, the Highland Redevelopment Commission (the "Redevelopment Commission"), did, on the 15th day of July, 2015, approve and adopt its Resolution No. 2015-18, entitled "A RESOLUTION OF THE TOWN OF HIGHLAND, INDIANA REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION WHICH DESIGNATED THE HIGHLAND COMMERCIAL CORRIDORS REDEVELOPMENT AREA, APPROVED THE REDEVELOPMENT PLAN FOR THE HIGHLAND COMMERCIAL CORRIDORS REDEVELOPMENT AREA, AND DESIGNATED THE HIGHLAND COMMERCIAL CORRIDORS ALLOCATION AREA FOR PURPOSES OF TAX INCREMENT FINANCING, IN ORDER TO EXPAND SAID ALLOCATION AREA PROVISIONS OF THE DECLARATORY RESOLUTION FOR CERTAIN REAL PROPERTY PREVIOUSLY REMOVED FROM THE ALLOCATION AREA BY AMENDING DECLARATORY RESOLUTION" (the "Amending Declaratory Resolution"), and

WHEREAS, the Amending Declaratory Resolution approved the expansion of the Commercial Corridors Allocation Area (the "Allocation Area") for certain real property individual components as listed in EXHIBIT A of the Amending Declaratory Resolution; and

WHEREAS, the Highland Plan Commission (the "Plan Commission") did, on the 18th day of December, 2015, adopt its Resolution No. 2015-01, determining that the Amending Declaratory Resolution conform to the plan of development for the Town of Highland, Lake County, Indiana (the "Town"), and approving the Amending Declaratory Resolution, and did approve said resolution as the Written Order of the Plan Commission approving the Amending Declaratory Resolution as required by the applicable provisions of Indiana Code 36-7-14, as amended (the "Act") Section 16(a) (the "Plan Commission Order"); and

WHEREAS, pursuant to Sections 16(b) of the Act, the Town Council of the Town, on December 28, 2015, adopted its Resolution No. 2015-66 which approved the Plan Commission Order; and

WHEREAS, pursuant to Sections 17(b) of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Amending Declaratory Resolution and filed a copy of said notice with all applicable parties, including the office of the Town's plan commission, board of zoning appeals, works board, park board, and building department and building inspector, and any other departments, bodies, or officers of the Town having to do with Town planning, variances from zoning ordinances, land use, or the issuance of building permits; and

WHEREAS, pursuant to Section 17(c) of the Act, the Commission also filed with each taxing unit located wholly or partially within the Allocation Area a copy of the Notice of Public Hearing and a statement disclosing the tax and economic impact of the Amending Declaratory Resolution on the overlapping taxing units;

WHEREAS, at the duly noticed and published public hearing pursuant to Sections 17 and 17.5 of the Act the Commission on February 10, 2016 held a public hearing to hear all persons interested in the proceedings and considered any written remonstrances and objections that were filed in a timely manner as well as all evidence presented prior to closing said public hearing, all pursuant to Section 17(d) of the Act; and

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed actions contained in the Amending Declaratory Resolution and confirming the Amending Declaratory Resolution, in accordance with Section 17(d) of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND REDEVELOPMENT COMMISSION, GOVERNING BODY OF THE HIGHLAND DEPARTMENT OF REDEVELOPMENT, AS FOLLOWS:

**SECTION ONE:** After considering the evidence presented at the public hearing, the Commission hereby confirms the findings, determinations, and approving and adopting actions contained in the Amending Declaratory Resolution.

**SECTION TWO:** After considering the evidence presented at the public hearing, the Commission hereby finds and determines that it will be of public utility and benefit to proceed with all actions contained in the Amending Declaratory.

**SECTION THREE:** The Amending Declaratory Resolution is hereby confirmed in all respects.

**SECTION FOUR:** This confirming resolution constitutes final action, pursuant to Section 17(g) of the Act, by the Commission determining the public utility and benefit of the actions contained in the Amending Declaratory Resolution and confirming the Amending Declaratory Resolution pertaining thereto.

**SECTION FIVE:** The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Sections 17(d) of the Act.

**SECTION SIX:** This confirming resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Commission.

**ALL OF WHICH IS PASSED AND RESOLVED BY THE HIGHLAND REDEVELOPMENT COMMISSION THIS DAY FEBRUARY 10, 2016.**

[See Signature Page]

HIGHLAND REDEVELOPMENT COMMISSION  
HIGHLAND, INDIANA

RESOLUTION NO. 2016-05

RESOLUTION OF THE TOWN OF HIGHLAND REDEVELOPMENT COMMISSION CONFIRMING RESOLUTION NO. 2015-18 OF THE REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION FOR THE PURPOSE OF EXPANDING CERTAIN REAL PROPERTY INDIVIDUAL COMPONENTS TO THE HIGHLAND COMMERCIAL CORRIDORS ALLOCATION AREA

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ALL OF WHICH IS PASSED AND RESOLVED BY THE HIGHLAND REDEVELOPMENT COMMISSION THIS DAY FEBRUARY 10, 2016.

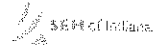
HIGHLAND REDEVELOPMENT COMMISSION  
TOWN OF HIGHLAND, LAKE COUNTY, INDIANA

By:   
President of the Commission

ATTEST:

  
Secretary

**RESOLUTION NO. 2016-01**  
**RESOLUTION OF THE HIGHLAND REDEVELOPMENT**  
**COMMISSION AUTHORIZING A CONTRACT WITH SEH OF INDIANA**  
**TO PROVIDE AN ENGINEERING STUDY ON THE KENNEDY AVENUE**  
**AND MAIN STREET AREA**



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

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


WHEREAS, the Highland Redevelopment Commission has requested proposals to assist the Commission with a site feasibility report within the Kennedy Avenue/Main Street area; and

NOW, THEREFORE, be it resolved as follows:

That it is in the best interest of the Town and the Redevelopment Commission to enter into a contract with SEH of Indiana located at 9200 Calumet Avenue Suite N501, Munster, Indiana 46321-2885 to assist with a site feasibility study and report within the Kennedy Avenue/Main Street area.

Adopted and approved at a meeting of the Highland Redevelopment Commission held on the 10th day of February, 2016 having passed by a vote of 5 in favor and 0 opposed.

HIGHLAND REDEVELOPMENT COMMISSION

BY:   
 President

ATTEST:  
  
 Secretary

January 30, 2016

RE: Kennedy/Main Business Park  
 Highland, IN 46322  
 SEH Project: HIC04FL - 1343a1

Ms. Cecile Petro  
 Redevelopment Director  
 Town of Highland  
 8888 Ridge Road  
 Highland, IN 46322

Dear Ms. Petro:

Thank you for the opportunity to submit this proposal for professional services. Per your request, SEH of Indiana (SEH<sup>®</sup>) is pleased to submit this proposal to the Town of Highland to provide water resources services for the site assessment in the Town of Highland near Kennedy Avenue & Main Street for potential business park development. It is our intent to work in collaboration with the Redevelopment Commission to understand the project's goals and provide the Town with enough cursory information to better assess the site's development potential in relation to its hydrologic resources.

Per the attached scope of services, SEH will help assist the Town by developing a Site Feasibility Report, that will address the 3 bullet point questions within the RFP. The process for each of these questions will be addressed as described in the scope of services. We have developed this proposal to provide the Town with an efficient method to understand the site and its potential for future development, without extensive modeling and onsite wetland delineations that are not needed or required at this stage, but will likely be required for future development.

I would serve as your project manager and day to day contact for this project, while utilizing the vast expertise and knowledge of SEH staff and professionals throughout our firm. Included within this proposal are a series of projects to further depict SEH's applicable experience in water resources.

We hope that this proposal meets your needs. Please feel free to contact me directly with any questions, comments or concerns.

Sincerely,

SEH OF INDIANA



Jon Ruble, RLA  
 Landscape Architect

Ms. Cecile Petro  
 Kennedy/Main Proposed Business Park  
 Page 2

Ms. Cecile Petro  
 Kennedy/Main Proposed Business Park  
 Page 3

**Table 1 - Scope of Services**

1. Meet with appropriate Town representatives, including the Redevelopment Commission, to coordinate work plans. This will include on-site visit to review field conditions.
2. Gather applicable project data including but not limited to Spring Street Drain hydrologic study, floodplain maps, wetland inventories, soil maps, construction documents for recently completed structures in the project area, etc.

- d. Description of the process used for the determination of potential stormwater storage sites.
- e. Determination of available leftover acreage.
- f. Summary of the feasibility of the existing soils for development.
- g. Existing wetland discussions

**Table 2 - Deliverables**

1. Wetland Delineation Report & U.S. Army Corps of Engineer's concurrence.
2. Conceptual site development plans and market assessment.

**Compensation**

Basic Services: \$10,000 lump sum, inclusive of expenses  
 Schedule: Project completion within 2 months of notice to proceed

**Other Information**

1. All information requested during the project will be available.

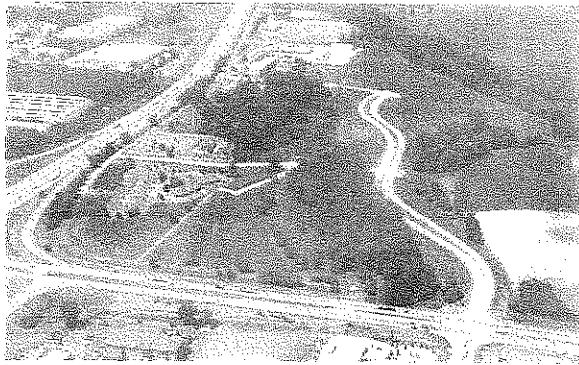
**Table 3 - Evaluation Criteria**

1. SEH of Indiana will provide site evaluation based on the following 5 criteria items noted by the Town of Highland.
  - a. How much of this area is needed for compensatory storage?
    - i. SEH will calculate required compensatory storage based on floodplain volume lost due to potential development. SEH recognizes Part (b) of Section 15.55.170 of Chapter 15.55 - "Flood Damage Control" which determines the compensatory requirements within the Special Flood Hazard Area (SFHA). These requirements will be taken into account in the evaluation.
  - b. What will it take to build up a section of the area and provide an area for storm water storage?
    - i. SEH will review information on existing site including topography, orthography, and wetland indicators to determine an area for the potential storage of stormwater runoff. Volumes of material will be noted with an opinion of probable construction cost.
  - c. What would be left of the 57.98 acres for development?
    - i. SEH will calculate remaining available acreage based on estimated wetland locations, required compensatory storage volume, and existing soils
  - d. Is the soil suitable to be utilized to build up a section for development that would be taken from the area to create retention?
    - i. SEH will review available mapping pertaining to soil types and hydric soils maps to determine if the existing soils are suitable for use in potential development.
  - e. Are there wetlands in the area?
    - i. SEH will utilize inventory maps, hydrologic studies, soil maps and a field review to assess wetland potential on-site. No wetland delineation report & U.S. Army Corps of Engineer's concurrence will be provided within this scope. SEH recommends a delineation be made following the project's feasibility study, if desired by the Town of Highland.

**Table 4 - Site Feasibility Report**

1. Develop a Site Feasibility Report that summarizes the following. A digital PDF copy and up to (10) hard copies will be provided.
  - a. Applicable Indiana regulations pertaining to wetlands and floodplain development.
  - b. Required permitting pertaining to the potential development of the site.
  - c. Methodology used in the determination of the required compensatory storage volume.

NORTHSIDE DEVELOPMENT PROJECT



**Client:** City of Portage, Ind.  
**Project Location:** Portage, Ind.  
**Design Fee:** \$297,400

SEH selected the city of Portage in the final planning and design of a 157-acre commercial development on the City's north side along the I-94 and State Road 249 corridor. This development is planned to complement the amenities of the Ameriplex development, including a new Bass Pro Shop.

**Services:**

- Schematic design, primary and final planning
- Design and BAA documents for a landscaped parkway and public utilities
- Landscaping of public areas
- Environmentally sensitive site design and drainage and best management practices
- Design of state highway intersection/signage
- Development of conservation easements

**SEH Services:**

- Community planning
- Hazardous material investigation
- Road and infrastructure design
- Wetland and natural area inventories
- Pedestrian trail design/IKPR

STORMWATER DESIGN IMPROVEMENTS



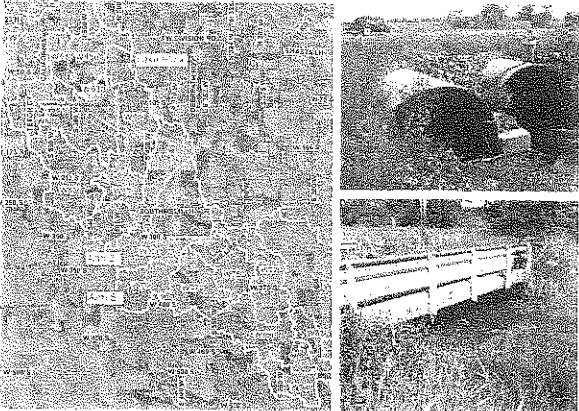
**Client:** Cabela's, Inc.  
**Project Location:** Hammond, Ind.  
**Design Fee:** \$1,200,000

SEH selected Cabela's in the final planning and design of a 120+ acre site in Hammond, Ind. Cabela's project consultant, R.A. Smith National, hired SEH to provide stormwater design improvements for the site. SEH was selected due to our understanding of the local requirements and our past work experiences with the U.S. Army Corps of Engineers (USACE), Hammond Sanitary District, City of Hammond, and Lake Calumet River (LCR) Basin Development Commission.

**SEH Services:**

- Prepared and submitted the preliminary design for a tie-back levee that connects the Inverness 60/94 embankment east of Northcote Avenue to the existing north bank of the LCR. Construction of this tie-back levee will remove the Cabela's development from the flood plain, once the USACE completes construction of the north side of Stage V Phase 2 of the LCR Flood Control Project.
- Prepared an interior drainage analysis of the Cabela's site to determine the optimal size of a stormwater detention basin as it relates to the appropriate capacity of the new stormwater pumping station. Ultimately, SEH determined that the site required the construction of a seven-acre stormwater detention pond.
- Provided the design of a new stormwater pumping station with the firm capacity of 10,000 gpm. Construction of the pump station was completed in May 2009.

PORTER COUNTY WATERSHED STUDIES



**Client:** Porter County, Indiana  
**Project Location:** Porter County, Ind.

Based on the results of a Comprehensive Stormwater Study conducted by SEH and project partner DLZ, the Porter County Commissioners selected SEH to perform five detailed watershed studies.

As part of the studies, SEH used Light Detection and Ranging (LIDAR) topographical data and spot topographical surveys to delineate and perform hydrologic and hydraulic analysis of the watershed and subwatersheds.

SEH developed watershed parameters, recommended over \$4.2 million in capital improvements, and identified maintenance considerations and other opportunities to improve the hydraulic capacity of the watershed. Recommended improvements included waterway clearing, regional detention/reservoir basins, and bridge/culvert replacement.

For each assigned project, SEH provided a comprehensive report that included detailed analysis, potential project impacts, cost opinions, and regulatory requirements.

Additional project details appear on the following page.

NORTON DITCH - WATERSHED STUDIES

**Brown Ditch Watershed, Pines — Porter County, Indiana**

- 4.2 mile waterway with a contributing watershed of 12.7 square miles
- Project funded through Lake Michigan Coastal Grant
- The report identified \$539,000 in recommended improvements over two years
- Budget and final cost: \$57,000
- SEH responsible for 100% of project
- Project had original completion target of 210 days. The project was extended 30 days and completed within the extended timeframe. The final review submittal was completed on January 20, 2012.

**Bernhard-Kosilke Ditch, Lacaral 6 Watershed, Velparslee — Porter County, Indiana**

- 2.3 mile waterway with a contributing watershed of 1.7 square miles
- Project funded through Lake Michigan Coastal Grant
- The report identified \$371,000 in recommended improvements over two years
- Budget and final cost: \$33,250
- SEH responsible for SEH 100% of project
- Project had original completion target of 210 days. The project was extended 30 days and completed within the extended timeframe. The final review submittal was completed on January 20, 2012.

**799 West Drainage Study, Portage — Porter County, Indiana**

- 1.1 square miles of contributing watershed was delineated and analyzed for drainage problems and solutions.
- The report identified \$1,280,000 in recommended improvements over two years
- Budget and final cost: \$38,000
- SEH responsible for SEH 100% of project
- Project had original completion target of 210 days. The project was extended 30 days and completed within the extended timeframe. The final review submittal was completed on January 20, 2012.

**Dog Lake Ditch Watershed, Hebron — Porter County, Indiana**

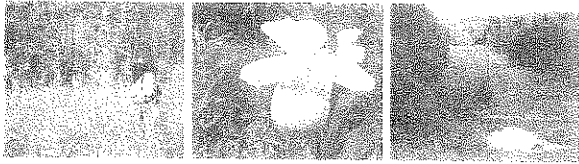
- 4.0 mile waterway with a contributing watershed of 5.4 square miles
- The report identified \$1,413,000 in recommended improvements over two years
- Budget and final cost: \$36,000
- SEH responsible for 100% of project
- Project had original completion target of 210 days. The project was extended 30 days and completed within the extended timeframe. The final review submittal was completed on January 20, 2012.

**Ludington Ditch Watershed, Boone Grove — Porter County, Indiana**

- 9.1 mile waterway with a contributing watershed of 14.5 square miles
- The report identified \$593,000 in recommended improvements over two years
- Budget and final cost: \$57,000
- SEH responsible for 100% of project
- Project had original completion target of 210 days. The project was extended 30 days and completed within the extended timeframe. The final review submittal was completed on January 20, 2012.



**NEPADA ENERGY PROJECT |  
WETLAND DELINEATION AND PERMITTING**



**Location |** St. Louis County and Itasca County, Minnesota

**Owner |** Excelsior Energy Incorporated

SEH wetland scientists completed wetland delineations and mapping for two alternative sites for a proposed power plant and secondary linear utility corridors in northern Minnesota. Wetland delineations were conducted in accordance with the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and the related Section 404 Rules of the federal Clean Water Act and the rules of the Minnesota Wetland Conservation Act as required for the project. A Wetland Permit Application was prepared for the preferred site-specific site.

**Features**

- Large-scale project involving two alternatives that are 1,260 acres and 800 acres, both with more than 106 miles of utility corridors
- Wetland delineations using two to six teams of two wetland scientists completed over the course of two seasons
- Wetland delineation boundaries surveyed with Global Positioning Systems (GPS)
- Preparation materials and GPS data results processed with GIS software and technologies
- Wetland Delineation Reports for both alternative sites and a Minnesota Combined Wetland Permit Application for the preferred alternative

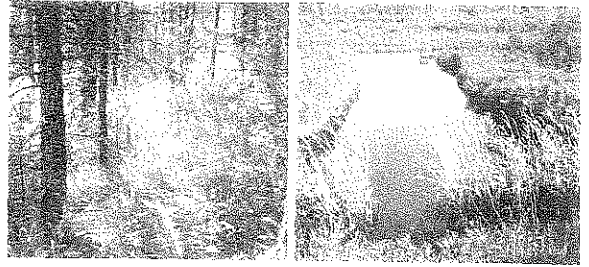
**SEH Services**

- Wetland delineation and GPS surveying
- Technical reports and permit application documents

**Completed |** February 2006



**US 51 | HYDROGEOLOGIC AND WETLAND EVALUATION**



**Location |** Minong, Wisconsin

**Owner |** Wisconsin Department of Transportation

**Features**

- Applied hydrogeologic and wetland research to determine effects of road construction on wetlands
- Intermediates on-site determination method
- Analyzed two wetland complexes with four transects each
- Analyzed vegetation community change over a 50-year period
- Recommendations for proposed project

**SEH Services**

- Aerial photo interpretation
- Baseline wetland data collection
- Baseline hydrogeologic core collection
- Literature review of road construction effects on wetlands
- Recommendation to mitigate proposed impacts to wetlands

**Design Fee |** \$120,000

HIGHLAND MAIN STREET  
 FAÇADE GRANT PROGRAM GUIDELINES  
 2016 Program

The Highland Main Street FAÇADE GRANT PROGRAM is intended to provide financial assistance for significant exterior building façade improvements in the Highland Redevelopment Area I (Downtown and Kennedy Avenue Corridor). The goal of the program is to attract retail growth, additional business traffic and catalyze investment through improved aesthetics.

Grants will be awarded for 30% of approved improvements. Projects over \$10,000.00 will have priority; however, the Commission reserves the right to review projects under \$10,000.00. The maximum grant will be \$30,000 and the program will provide a maximum of \$100,000 in total grant money.

Grants are made on a reimbursement basis, following an application procedure, design review and approval, and final construction. Disbursement is contingent upon submittal of cost invoices from contractors and tradesmen and inspection of the work by the Highland Building and Inspection Department along and the Design Advisory Committee. Available grant funds will vary from year to year depending on funding sources and awarded at the discretion of the Redevelopment Commission.

**Eligible Properties**

- Intended grant recipient properties are located in the Highland Downtown Redevelopment Area.
- Priority will be given to buildings located within these districts; however, Highland Redevelopment Commission has the discretion to grant funds to other significant buildings if the need of improvements and benefit to the community is deemed to be substantial. Any exception must also be approved through a resolution by the Highland Redevelopment Commission.

**Eligible Activities**

- Restoration of original façade;
- New façade if it meets the current design standards;
- Cornices, entrances, doors, decorative detail, or awnings;
- Lighting, signs, window display areas;
- Masonry repair;
- Other activities that restore the original exterior architecture;
- Exterior cladding,
- Window repair or replacement if part of a larger façade improvement
- Work associated with reconfiguration of nonconforming roofs that are a portion of the front facade and are intended to be visible from the sidewalk across the street;
- Painting or cleaning; and
- Architectural fees associated with the façade improvements, and
- Landscaping as part of the streetscape.
- The use of genuine natural stone veneer, genuine natural stone thin veneer, genuine fired clay-based brick veneer and genuine fired clay-based brick thin veneer materials is

encouraged and are eligible to qualify for the Façade Grant Program. Eligibility and reimbursement for manufactured/cast stone veneer and thin veneer; manufactured/cast brick veneer thin veneer and other similar materials is at the sole discretion of the Redevelopment Commission; and should only be used at a minimum 7 feet above the level of ground floor finished elevation.

**Ineligible Activities**

- Interior work;
- Activities not visible from the public right-of-way, unless a necessary component of façade improvement work;
- Demolition or acquisition of property;
- Building Permit Fees;
- Sidewalks or paving;
- Repair or creation of features not consistent with the design standards set for the area, and
- General contracting, if provided by owner.

**Guidelines**

- No work that has already been started will be eligible for funding through this grant.
- The applicant must be the owner of the building, or if a lessee, must have written permission from the building owner for the work proposed.
- The amount of the grant is up to 30% of the project total.
- Whenever possible, local (Lake County) contractors, materials, and tradesmen should be used for the work. Contractors, electricians, and other tradesmen should all be licensed in their field as required by the Town of Highland permit review and approval process.
- Project eligibility is at the full discretion of the Highland Redevelopment Commission.
- All rules and guidelines are subject to change at any time.

**Application Process**

- Applicants please complete the attached form with the listed supporting documents.
- The applicant must obtain all required building permits from the Town of Highland Building and Inspection Department.
- No funding will be provided for work that deviates from the approved application, if the changes were not submitted and approved by the Design Advisory Committee.
- A copy of the design standards can be found at the following website: [www.highland.in.gov](http://www.highland.in.gov).
- Upon completion of work, all receipts must be presented and a member from the Design Advisory Committee must inspect the completed work before disbursement of funds.
- The completed application must be submitted for approval to the Redevelopment Commission.
- Projects must be completed within 1 year of approval. After 1 year, the applicant must re-apply for funds with no guarantee.

Highland Main Street  
 FAÇADE GRANT PROGRAM APPLICATION

Applicant Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Business Name \_\_\_\_\_

Business Owner \_\_\_\_\_

Business Owner Address \_\_\_\_\_

Property Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Fax Number \_\_\_\_\_

Estimated Start Date \_\_\_\_\_ Completion Date \_\_\_\_\_

Total Cost of Project \$ \_\_\_\_\_

Owner Cost \$ \_\_\_\_\_

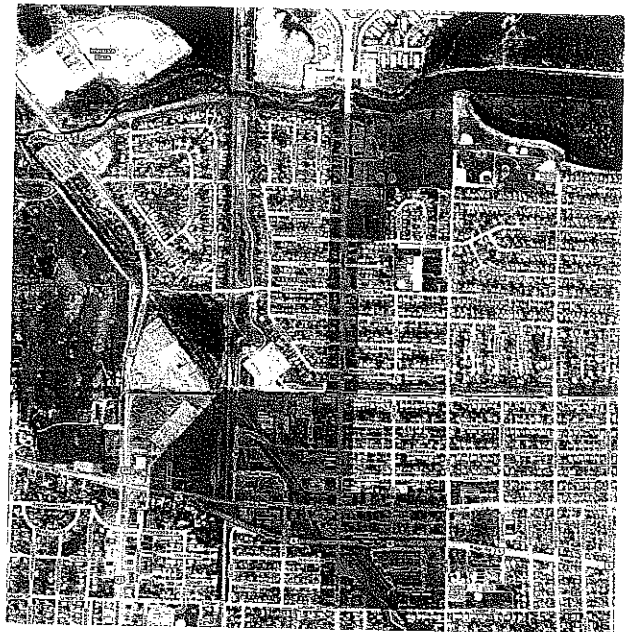
Highland MainStreet Façade Grant Program \$ \_\_\_\_\_

**Please attach the following supporting documents:**

- Appendix 1.** Project description, including architectural renderings, where applicable. Paint color samples, where applicable.
- Appendix 2.** Photos of existing building and close-up photos of areas to be improved.
- Appendix 3.** Professional cost estimates from contractors, architects, and tradesmen. Be sure to include cost estimates for both the materials and labor. One alternate estimate must be provided for comparison.
- Appendix 4.** Written permission of building owner, if the applicant is not the owner.

Complete and return to: Cecile Petre – Redevelopment Director, Highland Main Street Committee 3333 Ridge Road, Highland IN 46322. Please call 219-972-7598 or email [cpetre@highland.in.gov](mailto:cpetre@highland.in.gov) for questions.

HIGHLAND DOWNTOWN REDEVELOPMENT  
 AREA  
 2015



## ADVERTISE YOUR BUSINESS ON HIGHLAND'S KIOSKS

The Highland Redevelopment Commission has three kiosks located in the downtown. The locations are 1) on the corner of Highway and Fifth Street in Main Square Park, 2) on the bike path off of Kennedy Avenue under the Ridge road overpass and 3) on the bike path off of Highway Avenue across from Tradition's. The kiosks are designed to offer marketing opportunities for businesses and information about Highland to pedestrian foot traffic in the downtown and the walking/bike path areas.

Each kiosk has three sides and each side is available to businesses, community organizations, and non-profits for lease. Not only do these kiosks offer marketing value, they are also aesthetically pleasing and architecturally engaging.

Panels are approximately two feet by five feet with a top triangle shaped section. Each panel is designed by a professional designer in conjunction with the business owner so that a consistent look is maintained on the kiosks. The panel is made from back-lit vinyl to enable pedestrians to read the panel at night.

**NOTE: There are only eight (8) total panels available for rent.**

### Pricing for kiosk panel rentals:

- 1. Main Square Park (5<sup>th</sup> & Highway)** - The lease is one-hundred dollars (\$100.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first three (3) months of leasing a kiosk panel, will be required upon signing the annual lease. One hundred dollars (\$100.00) per month for the last nine (9) months of the annual lease will be required on the first day of the fourth month. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.
- 2. Bike Path (Kennedy/ Ridge)** - The lease is seventy-five dollars (\$75.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first four (4) months of leasing a kiosk panel, will be required upon signing the annual lease. Seventy-five dollars (\$75) per month for the last eight (8) months of the annual lease will be required on the first day of the fifth month. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.
- 3. Bike Path (Southwest Highway Avenue/ Across from Tradition's)** - The lease is fifty dollars (\$50.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first six (6)

months of leasing a kiosk panel, will be required upon signing the annual lease. Fifty dollars (\$50) per month for the last six (6) months of the annual lease will be required on the first day of the seventh month. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.

### In addition, for all kiosk rentals, the following apply:

1. At the end of the initial one year lease, the Lessee is eligible for a second, one year lease, at a discounted rate of 30% (\$70 / \$52.50/ \$35.00 per month, respectively).
2. Rentals will come on a first-come, first-serve basis, with Highland businesses given first priority.

If you have any questions, please do not hesitate to contact the Highland Redevelopment Commission at 219-972-7598 or email the commission at [cpetro@highland.in.gov](mailto:cpetro@highland.in.gov)

## SOUTHWEST HIGHWAY KIOSK PANEL LEASE

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Highland Redevelopment Commission (hereinafter called "LESSOR") and \_\_\_\_\_ (hereinafter called "LESSEE").

- 1. PREMISES.** LESSOR does hereby lease to LESSEE kiosk panel(s) for outdoor advertising purposes on the outdoor Information Kiosks located in Highland, Indiana at select locations specified by the LESSOR [such designated area hereinafter being called the "Kiosk Panel"].
- 2. TERM.** The term of this Lease shall be twelve (12) months, beginning on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_, subject to the conditions of Paragraph 11 hereof.
- 3. RENTAL.** The total rental payable during the term shall be six hundred dollars (\$600.00). Payments shall be made in one payment of three hundred dollars (\$300.00), and then equal monthly installments of fifty dollars (\$50.00) per month due on the first day of the month, beginning with the fourth month of the Lease Period.
- 4. RENEWAL OPTION.** LESSEE shall have the right to renew this Lease for one additional twelve (12) month term upon the same terms and conditions contained herein except for rental, which shall be discounted by thirty percent (30%), or a monthly payment of thirty-five dollars (\$35). LESSEE shall advise LESSOR of their intention to renew within thirty (30) days of the expiration of this lease. If advertising prints are determined to be acceptable for use in the renewal period, LESSEE will not be required to purchase new prints. LESSOR retains complete control in the determination of acceptable re-use of advertising prints during each renewal period.
- 5. USE.** The Kiosk panel(s) is leased for the sole purpose of outdoor advertising display(s) located on kiosks in Highland, Indiana. LESSEE is subject to the conditions contained herein, and has the right to display authorized advertising in the kiosks unless otherwise specified in this lease agreement. The LESSOR shall erect, place, and maintain lighted Kiosk structures and equipment therefore. The LESSOR shall also maintain advertising installation and rotation. LESSEE agrees that LESSOR will have sole access to panel maintenance and LESSEE will not attempt to adjust Kiosk hardware in any manner. LESSOR shall maintain periodic rotation of the advertising prints among the available Kiosk Panels. LESSOR retains the right to change the rotation schedule without notice to LESSEE.
- 6. CONSTRUCTION.** Design and construction of the Kiosk panel advertising prints shall be governed by LESSOR, having the designer and manufacturer specified by the LESSOR.
- 7. INSURANCE AND INDEMNIFICATION.** LESSEE shall indemnify and hold LESSOR and all of LESSOR's affiliated companies, officers, directors and employees (all of such entities collectively

being included in the term "LESSOR" for the purposes of this Paragraph) from and against any and all liability arising out of LESSEE's use of, or act or omission in connection with, the Kiosk Panel(s). Such indemnification shall include but not be limited to reimbursing LESSOR for all damages, costs, fees (including attorneys' fees), expenses and claims made against LESSOR arising out of LESSEE's use of advertising prints in the Kiosk Panel(s). The obligation of LESSEE to indemnify LESSOR and hold LESSOR harmless shall survive the termination of this Lease Agreement.

- 8. RELOCATION OF ADVERTISING PANEL.** In the event the Kiosk is damaged, moved, improved, or removed so as to necessitate the relocation of the advertising panel, LESSOR agrees, at LESSOR's sole expense, to either 1) relocate said advertising print to another Kiosk location within the Town of Highland within five (5) business days or 2) refund a prorated amount of the Rental equal to the period of lost display time.
- 9. ADVERTISING PRINT PURCHASE.** LESSEE shall be required to purchase from LESSOR one (1) advertising print at total cost of three hundred and 00/100 dollars (\$300). If required at a later date, LESSEE shall be required to purchase from LESSOR any individual replacement prints at a total cost of two hundred 00/100 dollars (\$200). In the event that LESSEE wishes to change the design of the advertising print, during the life of this lease, or its renewal for an additional year, as outlined in Paragraph 4, the cost to replace the print shall be the sole responsibility of the LESSEE, unless LESSOR and LESSEE agree in advance to other terms. To ensure design and theme conformity, LESSOR will govern design of advertising prints; approving designs, and specifying the designer and manufacturer of all of the advertising prints.
- 10. SUBLEASING.** LESSEE shall have the right to sublease the Premises under the terms and conditions contained herein subject to LESSOR's prior written consent. In the event of such subleasing, LESSEE shall remain fully liable for all obligations under this Lease Agreement, such subleasing having no effect on LESSEE's obligations hereunder.
- 11. TERMINATION.** LESSEE shall have the right to cancel this Lease upon thirty (30) days prior written notice to LESSOR if any of the following occur:
  - (a) Lessee's advertising print in the Kiosk Panel is or becomes entirely or substantially obscured or destroyed through no fault of LESSEE and LESSEE chooses not to replace said prints, LESSEE is to make such determination within thirty (30) days after the event causing the destruction or obscuration; failure to make such determination shall be deemed a waiver by LESSEE of such right to cancel;
  - (b) A substantial and permanent diversion of traffic occurs along the street, sidewalk, or pathway leading past the Kiosk;
  - (c) LESSEE is prevented by any present or future law, regulation, or ordinance from constructing such advertising print to be used in the Kiosk.



12. **CONDITIONS PRECEDENT TO LEASE'S EFFECTIVENESS.** This lease shall become effective upon the signing of this lease by LESSOR and LESSEE and rental due hereunder as specified in Paragraph 2 and 3; provided however, that if advertising prints are not obtained and presented to LESSOR within thirty-five (35) calendar days following the commencement of this Lease, LESSOR shall have the unconditional right to terminate the Lease Agreement without notice to LESSEE. After the signing of this lease, if obtaining such advertising print(s) should subsequently be delayed due to actions of LESSEE, Rental shall continue and shall not be abated.

13. **LESSOR'S COVENANTS.** LESSOR covenants to LESSEE that:  
 (a) It has the authority to make this Lease;

(b) It will not permit any shrubs, trees, vines, buildings, or other signs or billboards to be planted or erected on or near the Kiosks which would obstruct or materially impair the visibility of LESSEE's advertisement(s);

(c) It will maintain the Kiosks in a manner that will not materially impair the impact of LESSEE's advertisement(s).

14. **LESSEE'S COVENANTS.** Lessee covenants to LESSOR that it will:

(a) Promptly pay rental as due pursuant to this Lease and abide by all of its terms and conditions;

(b) Use its best efforts to promptly procure necessary and approved advertising panels;

(c) Comply with all laws, regulations, ordinances and rules applicable to the design of advertising panels used or placed in the Kiosks.

(d) Not accept or place any advertising in or on any structure on or within two (2) feet of the Kiosks for any entity or activity. However, this does not prohibit normal distribution of advertising signs, brochures, and/or pamphlets in or around nearby businesses.

15. **MISCELLANEOUS.** This Agreement shall be binding on the respective successors and to the extent assignable on the assigns or nominees of the parties hereto. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to LESSOR or LESSEE, as the case may be, at the addresses set forth at the beginning of this Agreement or, in the alternative via hand delivery or any recognized overnight delivery service. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. This Agreement may be recorded in any public office or repository. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior

understandings or written or oral agreements between the parties in connection with this subject matter. The Agreement and the terms and conditions herein may not be modified except by a written modification; signed by all parties involved. LESSOR may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder. LESSEE shall not assign any of its rights, privileges, duties or obligations hereunder however; LESSEE may sublease the Premises provided it is in strict conformity with Paragraph 9 above.

**LIST OF CHARGES**

Kiosk panel design, printing, set-up, and lease for the first three (3) months of an annual lease	\$300.00
Continuation of the above lease for the fourth through twelfth months of an annual lease	\$ 300.00
<b>Total annual lease per Kiosk panel</b>	<b>\$600.00</b>
Total number of leases: _____ X \$600.00	\$ _____
State sales tax (7%)	\$ _____
<b>Grand Total</b>	<b>\$ _____</b>

LESSOR:	LESSEE:
Highland Redevelopment Commission	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ADVERTISE YOUR BUSINESS ON  
HIGHLAND'S KIOSKS**

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Each kiosk has three sides and each side is available to businesses, community organizations, and non-profits for lease. Not only do these kiosks offer marketing value, they are also aesthetically pleasing and architecturally engaging.

Panels are approximately two feet by five feet with a top triangle shaped section. Each panel is designed by a professional designer in conjunction with the business owner so that a consistent look is maintained on the kiosks. The panel is made from back-lit vinyl to enable pedestrians to read the panel at night.

**NOTE: There are only eight (8) total panels available for rent.**

Pricing for Kiosk panel rentals:

- Main Square Park (5<sup>th</sup> & Highway)** - The lease is one-hundred dollars (\$100.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first three (3) months of leasing a kiosk panel, will be required upon signing the annual lease. One hundred dollars (\$100.00) per month for the last nine (9) months of the annual lease will be required on the first day of the fourth month. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.
- Bike Path (Kennedy/ Ridge)** - The lease is seventy-five dollars (\$75.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first four (4) months of leasing a kiosk panel, will be required upon signing the annual lease. Seventy-five dollars (\$75) per month for the last eight (8) months of the annual lease will be required on the first day of the fifth month. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.
- Bike Path (Southwest Highway Avenue/ Across from Tradition's)** - The lease is fifty dollars (\$50.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first six (6)

months of leasing a kiosk panel, will be required upon signing the annual lease. Fifty dollars (\$50) per month for the last six (6) months of the annual lease will be required on the first day of the seventh month. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.

In addition, for all kiosk rentals, the following apply:

- At the end of the initial one year lease, the Lessee is eligible for a second, one year lease, at a discounted rate of 30% (\$70 / \$52.50/ \$35.00 per month, respectively).
- Rentals will come on a first-come, first-serve basis, with Highland businesses given first priority.

If you have any questions, please do not hesitate to contact the Highland Redevelopment Commission at 219-972-7598 or email the commission at [spetro@highland.in.gov](mailto:spetro@highland.in.gov)

**KENNEDY/ RIDGE KIOSK PANEL LEASE**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Highland Redevelopment Commission (hereinafter called "LESSOR") and \_\_\_\_\_ (hereinafter called "LESSEE").

1. **PREMISES.** LESSOR does hereby lease to LESSEE kiosk panel(s) for outdoor advertising purposes on the outdoor information kiosks located in Highland, Indiana at select locations specified by the LESSOR (such designated area hereinafter being called the "Kiosk Panel").
2. **TERM.** The term of this Lease shall be twelve (12) months, beginning on \_\_\_\_\_ 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_, subject to the conditions of Paragraph 11 hereof.
3. **RENTAL.** The total rental payable during the term shall be Nine hundred dollars (\$900.00). Payments shall be made in one payment of three hundred dollars (\$300.00), and then equal monthly installments of seventy-five dollars (\$75.00) per month due on the first day of the month, beginning with the fourth month of the Lease Period.
4. **RENEWAL OPTION.** LESSEE shall have the right to renew this Lease for one additional twelve (12) month term upon the same terms and conditions contained herein except for rental, which shall be discounted by thirty percent (30%), or a monthly payment of fifty-two dollars and 50 cents (\$52.50). LESSEE shall advise LESSOR of their intention to renew within thirty (30) days of the expiration of this lease. If advertising prints are determined to be acceptable for use in the renewal period, LESSEE will not be required to purchase new prints. LESSOR retains complete control in the determination of acceptable re-use of advertising prints during each renewal period.
5. **USE.** The Kiosk panel(s) is leased for the sole purpose of outdoor advertising display(s) located on kiosks in Highland, Indiana. LESSEE is subject to the conditions contained herein, and has the right to display authorized advertising in the kiosks unless otherwise specified in this lease agreement. The LESSOR shall erect, place, and maintain lighted Kiosk structures and equipment therefore. The LESSOR shall also maintain advertising installation and rotation. LESSEE agrees that LESSOR will have sole access to panel maintenance and LESSEE will not attempt to adjust Kiosk hardware in any manner. LESSOR shall maintain periodic rotation of the advertising prints among the available Kiosk Panels. LESSOR retains the right to change the rotation schedule without notice to LESSEE.
6. **CONSTRUCTION.** Design and construction of the Kiosk panel advertising prints shall be governed by LESSOR; having the designer and manufacturer specified by the LESSOR.

12. **CONDITIONS PRECEDENT TO LEASE'S EFFECTIVENESS.** This Lease shall become effective upon the signing of this lease by LESSOR and LESSEE and rental due hereunder as specified in Paragraph 2 and 3; provided however, that if advertising prints are not obtained and presented to LESSOR within thirty-five (35) calendar days following the commencement of this Lease, LESSOR shall have the unconditional right to terminate the Lease Agreement without notice to LESSEE. After the signing of this lease, if obtaining such advertising print(s) should subsequently be delayed due to actions of LESSEE, Rental shall continue and shall not be abated.

13. **LESSOR'S CONVENANTS.** LESSOR covenants to LESSEE that:
- (a) It has the authority to make this Lease;
  - (b) It will not permit any shrubs, trees, vines, buildings, or other signs or billboards to be planted or erected on or near the Kiosks which would obstruct or materially impair the visibility of LESSEE's advertisement(s);
  - (c) It will maintain the Kiosks in a manner that will not materially impair the impact of LESSEE's advertisement(s).

14. **LESSEE'S COVENANTS.** Lessee covenants to LESSOR that it will:
- (a) Promptly pay rental as due pursuant to this Lease and abide by all of its terms and conditions;
  - (b) Use its best efforts to promptly procure necessary and approved advertising panels;
  - (c) Comply with all laws, regulations, ordinances and rules applicable to the design of advertising panels used or placed in the Kiosks.
  - (d) Not accept or place any advertising in or on any structure on or within two (2) feet of the Kiosks for any entity or activity. However, this does not prohibit normal distribution of advertising signs, brochures, and/or pamphlets in or around nearby businesses.

15. **MISCELLANEOUS.** This Agreement shall be binding on the respective successors and to the extent assignable on the assigns or nominees of the parties hereto. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to LESSOR or LESSEE, as the case may be, at the addresses set forth at the beginning of this Agreement or, in the alternative via hand delivery or any recognized overnight delivery service. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. This Agreement may be recorded in any public office or repository. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the

7. **INSURANCE AND INDEMNIFICATION.** LESSEE shall indemnify and hold LESSOR and all of LESSOR's affiliated companies, officers, directors and employees (all of such entities collectively being included in the term "LESSOR" for the purposes of this Paragraph) from and against any and all liability arising out of LESSEE's use of, or act or omission in connection with, the Kiosk Panel(s). Such indemnification shall include but not be limited to reimbursing LESSOR for all damages, costs, fees (including attorneys' fees), expenses and claims made against LESSOR arising out of LESSEE's use of advertising prints in the Kiosk Panel(s). The obligation of LESSEE to indemnify LESSOR and hold LESSOR harmless shall survive the termination of this Lease Agreement.

8. **RELOCATION OF ADVERTISING PANEL.** In the event the Kiosk is damaged, moved, improved, or removed so as to necessitate the relocation of the advertising panel, LESSOR agrees, at LESSOR's sole expense, to either 1) relocate said advertising print to another Kiosk location within the Town of Highland within five (5) business days or 2) refund a prorated amount of the Rental equal to the period of lost display time.

9. **ADVERTISING PRINT PURCHASE.** LESSEE shall be required to purchase from LESSOR one (1) advertising print at total cost of three hundred and 00/100 dollars (\$300). If required at a later date, LESSEE shall be required to purchase from LESSOR any individual replacement prints at a total cost of two hundred 00/100 dollars (\$200). In the event that LESSEE wishes to change the design of the advertising print, during the life of this lease, or its renewal for an additional year, as outlined in Paragraph 4, the cost to replace the print shall be the sole responsibility of the LESSEE, unless LESSOR and LESSEE agree in advance to other terms. To ensure design and theme conformity, LESSOR will govern design of advertising prints; approving designs, and specifying the designer and manufacturer of all of the advertising prints.

10. **SUBLEASING.** LESSEE shall have the right to sublease the Premises under the terms and conditions contained herein subject to LESSOR's prior written consent. In the event of such subleasing, LESSEE shall remain fully liable for all obligations under this Lease Agreement, such subleasing having no effect on LESSEE's obligations hereunder.

11. **TERMINATION.** LESSEE shall have the right to cancel this Lease upon thirty (30) days prior written notice to LESSOR if any of the following occur:

- (a) Lessee's advertising print in the Kiosk Panel is or becomes entirely or substantially obscured or destroyed through no fault of LESSEE and LESSEE chooses not to replace said prints, LESSEE is to make such determination within thirty (30) days after the event causing the destruction or obscuration; failure to make such determination shall be deemed a waiver by LESSEE of such right to cancel;
- (b) A substantial and permanent diversion of traffic occurs along the street, sidewalk, or pathway leading past the Kiosk;
- (c) LESSEE is prevented by any present or future law, regulation, or ordinance from constructing such advertising print to be used in the Kiosk.

complete, final and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this subject matter. The Agreement and the terms and conditions herein may not be modified except by a written modification; signed by all parties involved. LESSOR may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder. LESSEE shall not assign any of its rights, privileges, duties or obligations hereunder however; LESSEE may sublease the Premises provided it is in strict conformity with Paragraph 9 above.

**LIST OF CHARGES**

Kiosk panel design, printing, set-up, and lease for the first three (3) months of an annual lease	\$300.00
Continuation of the above lease for the fourth through twelfth months of an annual lease	\$ 600.00
<b>Total annual lease per Kiosk panel</b>	<b>\$900.00</b>
Total number of leases: _____ X \$900.00	\$ _____
State sales tax (7%)	\$ _____
<b>Grand Total</b>	<b>\$ _____</b>

LESSOR:	LESSEE:
Highland Redevelopment Commission	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

## ADVERTISE YOUR BUSINESS ON HIGHLAND'S KIOSKS

The Highland Redevelopment Commission has three kiosks located in the downtown. The locations are 1) on the corner of Highway and Fifth Street in Main Square Park, 2) on the bike path off of Kennedy Avenue under the Ridge road overpass and 3) on the bike path off of Highway Avenue across from Tradition's. The kiosks are designed to offer marketing opportunities for businesses and information about Highland to pedestrian foot traffic in the downtown and the walking/bike path areas.

Each kiosk has three sides and each side is available to businesses, community organizations, and non-profits for lease. Not only do these kiosks offer marketing value, they are also aesthetically pleasing and architecturally engaging.

Panels are approximately two feet by five feet with a top triangle shaped section. Each panel is designed by a professional designer in conjunction with the business owner so that a consistent look is maintained on the kiosks. The panel is made from back-lit vinyl to enable pedestrians to read the panel at night.

**NOTE: There are only eight (8) total panels available for rent.**

### Pricing for kiosk panel rentals:

1. **Main Square Park (5<sup>th</sup> & Highway)** - The lease is one-hundred dollars (\$100.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first three (3) months of leasing a kiosk panel, will be required upon signing the annual lease. One hundred dollars (\$100.00) per month for the last nine (9) months of the annual lease will be required on the first day of the fourth month. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.
2. **Bike Path (Kennedy/ Ridge)** - The lease is seventy-five dollars (\$75.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first four (4) months of leasing a kiosk panel, will be required upon signing the annual lease. Seventy-five dollars (\$75) per month for the last eight (8) months of the annual lease will be required on the first day of the fifth month. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.
3. **Bike Path (Southwest Highway Avenue/ Across from Tradition's)** - The lease is fifty dollars (\$50.00) per month with a one year lease. A one-time three hundred dollar (\$300.00) design and print fee for each panel, which will also cover the first six (6)

months of leasing a kiosk panel, will be required upon signing the annual lease. Fifty dollars (\$50) per month for the last six (6) months of the annual lease will be required on the first day of the seventh month, beginning on \_\_\_\_\_. All advertisers must work with the Highland Redevelopment Commission's professional designer to develop and print the panel.

### In addition, for all kiosk rentals, the following apply:

1. At the end of the initial one year lease, the Lessee is eligible for a second, one year lease, at a discounted rate of 30% (\$70 / \$52.50/ \$35.00 per month, respectively).
2. Rentals will come on a first-come, first-serve basis, with Highland businesses given first priority.

If you have any questions, please do not hesitate to contact the Highland Redevelopment Commission at 219-972-7598 or email the commission at [cpetro@highland.in.gov](mailto:cpetro@highland.in.gov)

## MAIN SQUARE KIOSK PANEL LEASE

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Highland Redevelopment Commission (hereinafter called "LESSOR") and \_\_\_\_\_ (hereinafter called "LESSEE").

1. **PREMISES.** LESSOR does hereby lease to LESSEE kiosk panel(s) for outdoor advertising purposes on the outdoor information kiosks located in Highland, Indiana at select locations specified by the LESSOR (such designated area hereinafter being called the "Kiosk Panel").
2. **TERM.** The term of this Lease shall be twelve (12) months, beginning on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_, subject to the conditions of Paragraph 11 hereof.
3. **RENTAL.** The total rental payable during the term shall be twelve hundred dollars (\$1200.00). Payments shall be made in one payment of three hundred dollars (\$300.00), and then equal monthly installments of one hundred dollars (\$100.00) per month due on the first day of the month, beginning with the fourth month of the Lease Period.
4. **RENEWAL OPTION.** LESSEE shall have the right to renew this Lease for one additional twelve (12) month term upon the same terms and conditions contained herein except for rental, which shall be discounted by thirty percent (30%), or a monthly payment of seventy dollars (\$70). LESSEE shall advise LESSOR of their intention to renew within thirty (30) days of the expiration of this lease. If advertising prints are determined to be acceptable for use in the renewal period, LESSEE will not be required to purchase new prints. LESSOR retains complete control in the determination of acceptable re-use of advertising prints during each renewal period.
5. **USE.** The Kiosk panel(s) is leased for the sole purpose of outdoor advertising display(s) located on kiosks in Highland, Indiana. LESSEE is subject to the conditions contained herein, and has the right to display authorized advertising in the kiosks unless otherwise specified in this lease agreement. The LESSOR shall erect, place, and maintain lighted Kiosk structures and equipment therefore. The LESSOR shall also maintain advertising installation and rotation. LESSEE agrees that LESSOR will have sole access to panel maintenance and LESSEE will not attempt to adjust Kiosk hardware in any manner. LESSOR shall maintain periodic rotation of the advertising prints among the available Kiosk Panels. LESSOR retains the right to change the rotation schedule without notice to LESSEE.
6. **CONSTRUCTION.** Design and construction of the Kiosk panel advertising prints shall be governed by LESSOR; having the designer and manufacturer specified by the LESSOR.
7. **INSURANCE AND INDEMNIFICATION.** LESSEE shall indemnify and hold LESSOR and all of LESSOR's affiliated companies, officers, directors and employees (all of such entities collectively

being included in the term "LESSOR" for the purposes of this Paragraph) from and against any and all liability arising out of LESSEE's use of, or act or omission in connection with, the Kiosk Panel(s). Such indemnification shall include but not be limited to reimbursing LESSOR for all damages, costs, fees (including attorneys' fees), expenses and claims made against LESSOR arising out of LESSEE's use of advertising prints in the Kiosk Panel(s). The obligation of LESSEE to indemnify LESSOR and hold LESSOR harmless shall survive the termination of this Lease Agreement.

8. **RELOCATION OF ADVERTISING PANEL.** In the event the Kiosk is damaged, moved, improved, or removed so as to necessitate the relocation of the advertising panel, LESSOR agrees, at LESSOR's sole expense, to either 1) relocate said advertising print to another Kiosk location within the Town of Highland within five (5) business days or 2) refund a prorated amount of the Rental equal to the period of lost display time.
9. **ADVERTISING PRINT PURCHASE.** LESSEE shall be required to purchase from LESSOR one (1) advertising print at total cost of three hundred and 00/100 dollars (\$300). If required at a later date, LESSEE shall be required to purchase from LESSOR any individual replacement prints at a total cost of two hundred 00/100 dollars (\$200). In the event that LESSEE wishes to change the design of the advertising print, during the life of this lease, or its renewal for an additional year, as outlined in Paragraph 4, the cost to replace the print shall be the sole responsibility of the LESSEE, unless LESSOR and LESSEE agree in advance to other terms. To ensure design and theme conformity, LESSOR will govern design of advertising prints; approving designs, and specifying the designer and manufacturer of all of the advertising prints.
10. **SUBLEASING.** LESSEE shall have the right to sublease the Premises under the terms and conditions contained herein subject to LESSOR's prior written consent. In the event of such subleasing, LESSEE shall remain fully liable for all obligations under this Lease Agreement, such subleasing having no effect on LESSEE's obligations hereunder.
11. **TERMINATION.** LESSEE shall have the right to cancel this Lease upon thirty (30) days prior written notice to LESSOR if any of the following occur:
  - (a) Lessee's advertising print in the Kiosk Panel is or becomes entirely or substantially obscured or destroyed through no fault of LESSEE and LESSEE chooses not to replace said prints, LESSEE is to make such determination within thirty (30) days after the event causing the destruction or obscuration; failure to make such determination shall be deemed a waiver by LESSEE of such right to cancel;
  - (b) A substantial and permanent diversion of traffic occurs along the street, sidewalk, or pathway leading past the Kiosk;
  - (c) LESSEE is prevented by any present or future law, regulation, or ordinance from constructing such advertising print to be used in the Kiosk.

12. **CONDITIONS PRECEDENT TO LEASE'S EFFECTIVENESS.** This Lease shall become effective upon the signing of this lease by LESSOR and LESSEE and rental due hereunder as specified in Paragraph 2 and 3; provided however, that if advertising prints are not obtained and presented to LESSOR within thirty-five (35) calendar days following the commencement of this Lease, LESSOR shall have the unconditional right to terminate the Lease Agreement without notice to LESSEE. After the signing of this lease, if obtaining such advertising print(s) should subsequently be delayed due to actions of LESSEE, Rental shall continue and shall not be abated.

13. **LESSOR'S COVENANTS.** LESSOR covenants to LESSEE that:

(a) It has the authority to make this Lease;

(b) It will not permit any shrubs, trees, vines, buildings, or other signs or billboards to be planted or erected on or near the Kiosks which would obstruct or materially impair the visibility of LESSEE's advertisement(s);

(c) It will maintain the Kiosks in a manner that will not materially impair the impact of LESSEE's advertisement(s).

14. **LESSEE'S COVENANTS.** Lessee covenants to LESSOR that it will:

(a) Promptly pay rental as due pursuant to this Lease and abide by all of its terms and conditions;

(b) Use its best efforts to promptly procure necessary and approved advertising panels;

(c) Comply with all laws, regulations, ordinances and rules applicable to the design of advertising panels used or placed in the Kiosks.

(d) Not accept or place any advertising in or on any structure on or within two (2) feet of the Kiosks for any entity or activity. However, this does not prohibit normal distribution of advertising signs, brochures, and/or pamphlets in or around nearby businesses.

15. **MISCELLANEOUS.** This Agreement shall be binding on the respective successors and to the extent assignable on the assigns or nominees of the parties hereto. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to LESSOR or LESSEE, as the case may be, at the addresses set forth at the beginning of this Agreement or, in the alternative via hand delivery or any recognized overnight delivery service. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. This Agreement may be recorded in any public office or repository. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior

understandings or written or oral agreements between the parties in connection with this subject matter. The Agreement and the terms and conditions herein may not be modified except by a written modification; signed by all parties involved. LESSOR may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder. LESSEE shall not assign any of its rights, privileges, duties or obligations hereunder however; LESSEE may sublease the Premises provided it is in strict conformity with Paragraph 9 above.

### LIST OF CHARGES

Kiosk panel design, printing, set-up, and lease for the first three (3) months of an annual lease	\$300.00
Continuation of the above lease for the fourth through twelfth months of an annual lease	<u>\$ 900.00</u>
Total annual lease per Kiosk panel	\$1200.00
Total number of leases: _____ X \$1200.00	
\$ _____	
State sales tax (7%)	\$ _____
Grand Total	\$ _____

LESSOR:

Highland Redevelopment Commission

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund 094 Redevelopment General

Dept 0000	FINANCIAL CONSULTANT FEES-TIF	CENDER AND COMPANY LLC	FINANCIAL CONSULTANT FEES-TIF	872.85	
094-0000-31003	FINANCIAL CONSULTANT FEES	HIGHLAND CHAMBER OF COMM	DEC & JAN MEMBERSHIP LUNCH	154.65	
094-0000-31004	DECEMBER MEMBERSHIP LUNCH- C PE	CECILE PETRO (R)	CERTIFIED POSTAGE FOR INDIANA TOURISM	45.00	
094-0000-32001	POSTAGE FOR GRANT SUBMISSION (C	CECILE PETRO (R)	TRAVEL FOR DECEMBER 2015 AND JANUARY	6.19	
094-0000-32002	TRAVEL FOR DECEMBER 2015	THE TIMES OF NW INDIANA	LEGAL NOTICES- TIF PUBLIC HEARINGS	126.16	
094-0000-33001	LEGAL NOTICE- TIF PUBLIC HEARIN	HORGASH INSURANCE AGENCY	REDEVELOPMT COMMISSION BONDS 1/1/15-	56.73	
094-0000-34001	HEATHER PETERSON #71601553	TOWN OF HIGHLAND INS FUN	FEB 16 D/S REDEV INS PREM	270.00	
094-0000-34023	HEALTH INS	TOWN OF HIGHLAND INS FUN	FEB 16 D/S REDEV INS PREM	767.30	
094-0000-34043	LIFE INS	TOWN OF HIGHLAND INS FUN	FEB 16 D/S REDEV INS PREM	9.40	
094-0000-35008	ELECTRIC-8618 KENNEDY-THRU 1/22	NORTHERN IN PUBLIC SERVI	ELECTRIC- 8618 KENNEDY-THRU 1/22/16	29.19	
094-0000-35008	UTILITIES-8618 KENNEDY-THRU 2/2	TOWN OF HIGHLAND UTILITI	UTILITIES-8618 KENNEDY-THRU 2/2/16	37.66	
094-0000-35008	UTILITIES-2605 CONDIT-THRU 2/2/	TOWN OF HIGHLAND UTILITI	UTILITIES-2605 CONDIT-THRU 2/2/16	9.39	
094-0000-39020	D/S REDEV ICT ALLOCATIONS RES #	IT INTERNAL SERVICE FUND	D/S REDEV, ICT ALLOCATIONS RES #16-01	9,331.00	
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	PAYROLL ACCOUNT	PRL D/S TRANSFER REDEVELOPMENT	3,998.20	24580
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	PAYROLL ACCOUNT	PRL D/S TRANSFER REDEVELOPMENT	3,708.10	24668
Total For Dept 0000				19,421.82	
Total For Fund 094 Redevelopment General				19,421.82	

Fund 096 Redevelopment Capital

Dept 0000	TOWN THEATRE WALL SURVEY	DIZ INDIANA, LLC	TOWN THEATRE WALL SURVEY	2,015.00	
096-0000-31005	TT ARCHITECT/ENGINEER FEES	MORRIS ARCHITECT PLANNER	TT ARCHITECT/ ENGINEER FEES	5,048.10	
096-0000-31005	TT ARCH/ENGINEER EXPENSES	MORRIS ARCHITECT PLANNER	BUILDING SAFETY OVERSIGHT	7,200.00	
096-0000-31005	BUILDING SAFETY OVERSIGHT	MORRIS ARCHITECT PLANNER	BUILDING SAFETY OVERSIGHT	2,750.00	
096-0000-31005	KENN.AVE. CORRIDOR PLAN (ART &	SHORT-ELLIOTT-HENDRICKSO	HIGHLAND KENNEDY AVE. CORRIDOR PLAN R	1,300.00	
096-0000-31007	SHORING TOWER CONSTRUCTION	APEX, INC	SHORING TOWER CONSTRUCTION	4,960.00	
096-0000-31007	BUILDING SUPPLIES FOR THEATRE (	CECILE PETRO (R)	BUILDING SUPPLIES FOR SHORING TOWN TH	199.16	
096-0000-31007	UTILITIES-2821 JEWETT REAR-THRU	NORTHERN IN PUBLIC SERVI	UTILITIES-2821 JEWETT REAR-THRU 1/22/	54.64	
096-0000-31007	UTILITIES-8610 KENNEDY-THRU 1/2	NORTHERN IN PUBLIC SERVI	UTILITIES-8610/8612 KENNEDY-THRU1/22/	200.08	
096-0000-31007	UTILITIES-2811 JEWETT REAR-THRU	NORTHERN IN PUBLIC SERVI	UTILITIES-2811 JEWETT REAR-THRU 1/22/	271.88	
096-0000-31007	UTILITIES-2815 JEWETT-THRU 1/22	NORTHERN IN PUBLIC SERVI	UTILITIES-2815 JEWETT-THRU 1/22/16	173.23	
096-0000-31007	UTILITIES-2815 JEWETT-THRU 2/1/	NORTHERN IN PUBLIC SERVI	UTILITIES-2815 JEWETT-THRU 2/1/16	76.83	
Total For Dept 0000				24,248.92	
Total For Fund 096 Redevelopment Capital				24,248.92	

Fund 101 REDEVELOPMENT BND & INT NON-EXEMPT	REDEV BD PAYMENT OF PRINCIPAL	THE HUNTINGTON NATIONAL	REDEVELOPMENT DISTRICT BOND SERIES 20	105,000.00	999180
Dept 0000	REDEV BD PAYMENT OF INTEREST	THE HUNTINGTON NATIONAL	REDEVELOPMENT DISTRICT BOND SERIES 20	19,083.75	999180
101-0000-39011				124,083.75	
101-0000-39012				124,083.75	
Total For Fund 101 REDEVELOPMENT BND & INT NON-EXEMPT				124,083.75	

GL Number                      Invoice Line Desc                      Vendor                      Invoice Description                      Amount                      Check #

Fund Totals:

Fund 094 Redevelopment	19,421.82
Fund 096 Redevelopment	24,248.92
Fund 101 REDEVELOPMENT	124,083.75
<b>Total For All Funds:</b>	<b>167,754.49</b>