HIGHLAND REDEVELOPMENT COMMISSION STUDY SESSION MINUTES MONDAY, JULY 16, 2018

Members of the Highland Redevelopment Commission ("RC", "Commission") met on Monday, July 16, 2018 in the Council Chamber of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. President Bernie Zemen called the meeting to order at 7:00 p.m. Minutes were prepared by Kathy DeGuilio-Fox, Redevelopment Director.

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

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

Also Present: Susan Murovic, Board of Zoning Appeals; Larry Kondrat, Board of Waterworks; Joris Nefs, Highland Main Street Bureau; Ed Dabrowski, IT Consultant; Maria, Ignacio and Isis Curiel, Maria's Buena Cocina; Attorney Mark Schocke, Attorney for Maria's Buena Cocina, Lydia Shotts and Carrie Napolean, Post Tribune were also present.

General Substance of the Discussion

Review of Public Meeting Agenda: In preparation for the Redevelopment Commission plenary meeting scheduled to follow the July 16, 2018 Study Session, the agenda was reviewed. Director DeGuilio-Fox gave a brief overview of the agenda items.

Downtown Business Update: Director DeGuilio-Fox provided a brief update and advised that Lincoln's new owner took position of the building on July 6th. Also, there is a new prospect looking at Anthony's.

Priority Development Areas: Director DeGuilio-Fox thanked Commissioner Griffin for his comments since the Commissions last discussion in this regard. A priority area spreadsheet will be developed once comments and suggestions have been received from the other Commissioners.

2813-2815 Jewett Street: Ms. DeGuilio-Fox reported that upon return from vacation she found an estimate from Korellis Roofing in regard to the roof repair that is needed on 2813 & 2815 Jewett Street. The Korellis estimate was for \$79,783.00. Due to the amount of the repair estimate Director DeGuilio-Fox was unable to approve it. However, she did approve a temporary repair in the amount of \$1500, thinking it was necessary due to the heavy rainfall recently. Two additional roofing firms, Great Lakes Roofing and Babilla, have been contacted in the meantime so there are comparative estimates to work with. Commissioner Vassar suggested two additional roofing firms, Gluth and Hobson & Scott, be contacted for estimates as well. Discussion ensued regarding the type of repairs needed. There was also discussion as to the possibility of removing the pitched portions of the roof and installing a flat roof across both buildings. Director DeGuilio-Fox will look into this idea.

Maria's Bueno Cocina: Director DeGuilio-Fox suggested discussion of the agenda item begin with the Curiel's attorney, Mark Schocke, explaining the purpose and reasoning behind their request for a forgivable loan that was received by the Redevelopment Commission on July 12th. Attorney Schocke thanked the Commission for their consideration and explained the proposal and request for a \$25,000 forgivable loan was submitted. Commissioners asked numerous questions and lengthy discussion ensued. During the discussion numerous suggestions were made, including the possibility of a

"clawback" clause in the agreement, should the Commission approve the request. Additional requirements were also suggested. The Commissioners were unable to make a final decision and asked for additional time to deliberate.

Russell Construction Company Letter of Intent: Ms. DeGuilio-Fox deferred to Attorney Tauber to introduce the Letter of Intent (LOI) that had been requested by Russell Construction Company. Attorney Tauber acknowledged that the LOI had been approved by the Town Council in their meeting earlier in the evening and that it now required approval from the Redevelopment Commission as well. He advised that the Letter of Intent basically indicates that all parties agree that the Town of Highland wishes to engage Russell Construction Company to provide the services described in the Pre-Development and Construction Services Agreement and provided background history on this proposed project. Discussion ensued.

NIES Engineering Proposal for General Engineering Services During 2018: Ms. DeGuilio-Fox reminded the Commissions that she'd met previously with Derek Snyder in regard to the landscaping/beautification project to be located at 8200 Indianapolis Blvd, the former Petrites property. And, because of Mr. Snyder's knowledge of the property, as well as native plants, she had invited him to submit a proposal for services such that if/when needed his assistance could be accessed. Discussion ensued as to the kind of services NIES Engineering would provide for this project.

Bult Oil: Director DeGuilio-Fox reiterated that there is a new potential buyer for the former Bult Oil site and that they are currently conducting their due diligence on the property. Environmental questions have been asked, especially in regard to using the property for food service. Ms. DeGuilio-Fox is researching this and has spoken with Ms. Nelson, Director of Environmental Affairs with the NWI Forum, and through her, with the EPA professionals in Chicago. The EPA has asked that the Town of Highland research and produce any restrictive covenants that may be in place. Attorney Tauber suggests a title search would reveal any restrictions that may have been established. Director DeGuilio-Fox will report back to the Commissioners on this subject when more has been learned.

OCRA Grant: Ms. DeGuilio-Fox advised the Commissioners that the OCRA grant she had applies for had been awarded to them in the amount of \$5,000. This grant will be used to expand the public art murals in the Downtown Arts District.

There being no further discussion, the July 16, 2018 Study Session of the Highland Redevelopment Commission adjourned at 8:10 p.m.

HIGHLAND REDEVELOPMENT COMMISSION PUBLIC MEETING MINUTES MONDAY, JULY 16, 2018

The Highland Redevelopment Commission ("Commission", "RC") met in a Public Meeting on July 16, 2018 in the Council Chambers of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. President Zemen called the meeting to order at 8:10 p.m. and led those present in the Pledge of Allegiance. Taking minutes for the meeting was Director Kathy DeGuilio-Fox.

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

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

Also present: Susan Murovic, Board of Zoning Appeals; Larry Kondrat, Board of Waterworks; Joris Nefs, Highland Main Street Bureau; Ed Dabrowski, IT Consultant; Maria, Ignacio and Isis Curiel, Maria's Buena Cocina; Attorney Mark Schocke, Attorney for Maria's Buena Cocina, Lydia Shotts and Carrie Napolean, Post Tribune were also present.

Minutes of the Previous Meetings: Commissioner Michael Griffin made a motion to approve the minutes of the Study Session and Public meeting of June 18, 2018 and the Study Session of July 2, 2018. Commissioner Dan Vassar seconded the motion. Upon a roll call vote, the motion passed. The minutes were approved by a vote of four affirmatives and no negatives.

Special Orders: None

Public Comment: Larry Kondrat inquired about the Public Works project and where the facilities will be located. A brief response was given.

Communications: None

Unfinished Business and General Orders: None

New Business:

- Maria's Buena Cocina: Although discussion was held during the study session, the Commissioners were unable to make a final determination and tabled the issue for further discussion.
- 2. Russell Construction Company Letter of Intent: A motion to approve The Pre-Development and Constructions Services Agreement was made by Commissioner Griffin and seconded by Commissioner Vassar. There being no further discussion of the matter a roll call vote was taken. The motion passed four affirmatives and no negatives.
- 3. NIES Engineering Proposal for General Engineering Services During 2018: A motion to approve the services proposal was made by Commissioner Griffin, seconded by Commissioner Vassar. After further discussion ended a roll call vote was taken. The motion passed three affirmatives and one negative with Commissioner Mark Herak voting against approval.

Action to Pay Accounts Payable Vouchers: Commissioner Vassar made a motion to pay account payables as presented in the amount of \$20,702.70. Commissioner Herak seconded the motion. Upon a roll call vote, and with an abstention from Commissioner Michael Griffin, the motion passed with three affirmative votes and no negatives.

Business from the Commissioners: None

Next Meeting: The next full Study Session will be held on August 6, 2018 at 7:00 p.m. The next Public Meeting will be convened on August 20, 2018 at 7:30 p.m. A Study Session at 7:00 p.m. will precede the public meeting and reconvene following the public meeting if deemed necessary. The next meeting of the Highland Main Street will be Thursday, August 2, 2018 at 6:30 p.m. in the Upper Conference room of the Town Hall.

Adjournment: There being no further business of the Highland Redevelopment Commission, Commissioner Vassar made a motion to adjourn the meeting. Commissioner Griffin seconded the motion. Upon a voice vote, the motion passed. The July 16, 2018 public meeting of the Highland Redevelopment Commission was adjourned at 8:16 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary

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July 12, 2018

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

RE:

Town of Highland Redevelopment Commission

Proposal for General Engineering Services During 2018

Dear Ms. DeGuilio-Fox:

Thank you for the opportunity to present this proposal to provide general engineering services to the Town of Highland Redevelopment Commission and Redevelopment Department staff through December 31, 2018. The work will only include assignments made by the Redevelopment Commission or Redevelopment Director and may encompass services such as providing general technical assistance, engineering reviews, assistance with development of RFPs and RFQs, assistance with development and implementation of beautification projects, meeting attendance when requested, and similar tasks.

We suggest a \$10,000 budget for 2018 to perform these assignments. However, the Redevelopment Commission may set that budget wherever it deems most appropriate. We will only proceed with tasks authorized by the Redevelopment Commission or the Redevelopment Director, and all invoices will be identifiable to specific tasks under this budget.

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

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

Yours very truly, NIES Engineering, Inc.

Derek R. Snyder, P.E.

Principal

TOWN OF HIGHLAND REDEVEL OPMENT COMMISSION

Accepted By

Authorized Annual Budget Limit: \$ 10,000.

cc: Highland Redevelopment Commission

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Table 1

2018 NIES Engineering Personnel Hourly Rates

Classification	Hourly Rate	
	From	То
Intern	\$34.00	\$35.00
Clerical	\$29.00	\$43.00
Senior Clerical	\$41.00	\$48.00
Administrative Assistant	\$58.00	\$58.00
Senior Administrative Assistant	\$66.00	\$67.00
Technician Level 1	\$54.00	\$55.00
Technician Level 2	\$61.00	\$62.00
Technician Level 3	\$69.00	\$70.00
Technician Level 4	\$84.00	\$85.00
Technician Level 5	\$88.00	\$99.00
Technician Level 6	\$105.00	\$106.00
Engineer Level 1	\$73.00	\$74.00
Engineer Level 2	\$97.00	\$98.00
Engineer Level 3	\$117.00	\$118.00
Engineer Level 4	\$118.00	\$125.00
Engineer Level 5	\$124.00	\$135.00
Project Manager	\$109.00	\$110.00
Senior Project Manager	\$174.00	\$174.00
Principal Level 1	\$123.00	\$124.00
Principal Level 2	\$129.00	\$130.00
Senior Principal	\$178.00	\$179.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

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

1. REIMBURSABLE EXPENSES:

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

2. INDEMNIFICATION:

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

3. TERMINATION:

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

4. BILLING/PAYMENTS:

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

5. REUSE OF DOCUMENTS:

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

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

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

7. MEDIATION:

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

8. FIDUCIARY RESPONSIBILITY:

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

9. HAZARDOUS MATERIALS:

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

10. CONSEQUENTIAL DAMAGES

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

11. SEVERABILITY:

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

DB: Highland

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND EXP CHECK RUN DATES 06/2(18 - 07/17/2018 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: 07

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Fund Totals:

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