


**HIGHLAND REDEVELOPMENT COMMISSION
DISCUSSION TOPICS for STUDY SESSION – DRAFT**

**TUESDAY, JANUARY 25, 2022
6:30 P.M**

1. Review of Plenary Session Agenda
2. 2022 Meeting Schedule: Discussion
3. 2022 Redevelopment Commission Goals: Discussion
4. 2022 Commission Appointments: Comments
5. Sale of 2815 Jewett: Discussion
6. Bult Oil Property Sale: Update
7. Redevelopment Director Search: Discussion
8. Main Street Report
9. Redevelopment Commissioners Comments

January 20, 2022

TO: Director Kathy DeGuilio-Fox & Members of the Highland Redevelopment Commission
FROM: Lance Ryskamp- Redevelopment Commission Assistant 
RE: Highland Main Street Report

The Highland Main Street Bureau met for their January meeting on January 12th. At that meeting, HMS members discussed and approved the following:

- The HMS officers for 2022 are as follows: President- Teri Yovkovich (2 Chicks)- President; Liz Popovich (The Green Witch)- Vice President; and Lance Ryskamp- Secretary.
- A final report was made on last November/December Downtown Essay Contest. Overall, there were 50 essays total submitted in four different age categories. Prizes, donated by downtown businesses, were awarded to the first, second, and third best essay in each category. Additionally, all essay participants were given prizes from the Highland Library, who partnered with HMS on the essay contest.
- Members approved a date for this year's Highland Makers' Market craft and art fair. The 2022 event will be on Saturday, October 1st on Jewett Street, between Kennedy and 4th Street.
- Monthly Restaurant Crawls will continue on the last Tuesday each month, with the January Crawl being January 25th, from 4pm to 8pm.
- A new monthly event, a Downtown Small Business Saturday, was approved for the last Saturday of each month beginning on February 26th. This is meant to be a retail version of the Restaurant Crawl, with businesses offering sales and specials.
- Planning will begin for a new growing season at the Community Garden, adjacent to the Central Fire Station. Produce grown will once again be donated to the St. James Food Pantry, for distribution to Highland families in need.
- No final decision was made, but HMS is looking to do multiple car shows in the summer months, coordinated around Downtown Small Business Saturday and Restaurant Crawl dates.

AGENDA FOR PLENARY MEETING

HIGHLAND REDEVELOPMENT COMMISSION

TUESDAY, JANUARY 25, 2022

6:30 P.M.

DRAFT

Roll Call:

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

Minutes of Previous Sessions:

1. Approve Minutes of Study Session and Plenary Business Meeting of December 14, 2021.
2. Approve Minutes of Special Meeting of December 20, 2021
3. Approve Minutes of Study Session of January 11, 2022

Special Orders:

1. Election of the **Highland Redevelopment Commission President** for 2022, as required by Rule 1.03.01 of the Rules of the Redevelopment Commission and Department and pursuant to its authority conferred by I.C. 36-7-14-8 and the Highland Municipal Code Chapter 14.10.
2. Election of the **Highland Redevelopment Commission Vice President** for 2022, as required by Rule 1.03.01 of the Rules of the Redevelopment Commission and Department and pursuant to its authority conferred by I.C. 36-7-14-8 and the Highland Municipal Code Chapter 14.10.
3. Election of the **Highland Redevelopment Commission Secretary** for 2022, as required by Rule 1.03.01 of the Rules of the Redevelopment Commission and Department and pursuant to its authority conferred by I.C. 36-7-14-8 and the Highland Municipal Code Chapter 14.10.

Public Comment:

Communications:

Unfinished Business and General Orders:

New Business:

1. **Consideration of London Witte Group Municipal Advisors Engagement Letter.**
2. **Resolution 2022-01: Consideration of a Resolution of the Highland Redevelopment Commission Approving an Agreement for General Engineering Services to the Highland Redevelopment Commission for 2022.**
3. **Resolution 2022-02: Consideration of a Resolution of the Highland Redevelopment Commission Approving an Agreement for Financial Professional Services and General Redevelopment Consulting to the Highland Redevelopment Commission for 2022.**
4. **Resolution 2022-03: Consideration of a Resolution of the Highland Redevelopment Commission Approving and Adopting an Agreement for Legal Services to the Highland Redevelopment Commission for 2021.**
5. **Resolution 2022-04: Allocation Area Budget Determination and Authorization**

6. **Resolution 2022-05:** A Resolution of the Highland Redevelopment Commission Approving an Agreement with Weichert Realtors for Broker Services for the Disposition of Properties Owned by the Highland Redevelopment Commission and Located at 2815 Jewett Street.
7. Authorization of the 2022 Highland Redevelopment Commission Schedule.
8. Approval of 2022 Highland Redevelopment Commission Goals.

Action to Pay Accounts Payable Vouchers:

094	Redevelopment General	\$	35,105.86
095	Highland Economic Development	\$	0.00
096	Redevelopment Capital	\$	0.00
098	Downtown Redevelopment District Allocation Area	\$	0.00
101	Redevelopment Bond & Interest	\$	111,352.50
107	Cardinal Campus Allocation	\$	171,150.00
250	CEDIT Econ. Dev. Income Tax Fund	\$	27,491.00
	TOTAL	\$	345,099.36

Business from the Commissioners:

Next Meeting: The next full Study Session will be February 8, 2022 and convene at 6:30 PM. The next Plenary Meeting will be held on February 22, 2022 and convene immediately following the Study Session. A study session will precede the plenary meeting at 6:30 PM and reconvene following the plenary business meeting if necessary. The next meeting of Highland Main Street is scheduled for Wednesday, February 9, 2022 at 6:30 PM. The meetings will be convened electronically.

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION MINUTES - DRAFT
TUESDAY, DECEMBER 14, 2021**

The Highland Redevelopment Commission ("Commission", "RC") met in person at Town Hall. The study session was called to order at 6:30 p.m. by Commission President Cyril (Cy) Huerter.

Minutes were prepared by Kathy DeGuilio-Fox, Redevelopment Director and Recording Secretary.

Roll Call: Commissioners present included Sean Conley, Robyn Radford, Bill Leep and Cyril Huerter. Commissioner George Georgeff was absent with notice. A quorum was established.

Additional Officials Present: Town Council Liaison Roger Sheeman and Kathy DeGuilio-Fox, Redevelopment Director. Attorney John Reed attended electronically by telephone.

Also Present: John Jurisa, Weichert Realtors; Lydia Shotts and Evan Runyan, both of Highland.

General Substance of the Discussion

1. **Review of Plenary Business Meeting Agenda:** Ms. DeGuilio-Fox reviewed the plenary business meeting agenda with the Commissioners. Brief discussion ensued.
2. **Disposition of 2821 Jewett – Report:** Director DeGuilio-Fox advised that both parties attended closing on the property on Friday, December 10, 2021 at Meridian Title. And, she picked up the check from Meridian Title on Monday morning, December 13. The check was promptly given to Janice Figuerosa, Fiscal Analyst for the Highland Clerk-Treasurer, to be deposited in the Redevelopment Bond and Interest Fund as instructed by the Clerk-Treasurer. Ms. DeGuilio-Fox further reported that all Town equipment and theatre items salvaged when the theatre was demolished have been removed from 2821 Jewett and moved to the garage at 2811 Jewett. She also advised she'd contacted an auctioneer and was awaiting a return call as to whether his firm is interested in auctioning the items described during his conversation with Director DeGuilio-Fox.
3. **Bult Oil Property – Update:** Ms. DeGuilio-Fox advised as to the nature of the communications as included on the plenary session agenda. She felt it necessary that the Commissioners understand that IDEM is inactivating the Site Status Letter request submitted earlier by the Redevelopment Department. And, she wanted to be certain that the Commissioners understood the nature of the advisory email sent by Morgan Saltsgiver of EnviroForensics. Discussion ensued. The Commissioners believe the buyer is fully aware of what their responsibility is in regard to the needed environmental remediation. Ms. DeGuilio-Fox went on to advise that the second resolution they will consider during their plenary session is so they may approve the sale and commercial use as proposed by the buyer of the Bult Oil property such that the Town Council may, as required under the specific circumstances of the property, approve the sale of the property to the buyer. Discussion ensued.

4. **Speedway Property at 8436 Kennedy Avenue – Update:** Ms. DeGuilio-Fox reported that, as asked, she had attempted to contact NIPSCO with a proposal that they purchase the property at 8436 Kennedy Avenue and then “gift it” to the Redevelopment Commission however, she has not received a response. She also reported her email conversation with Alex Brown, Park & Recreation Department Superintendent in regard to their interest in using the property as a park. Discussion ensued. After much discussion the commissioners agreed that the size of the property, approximately .3 acres, would make it very difficult to development and having no specific interest by a developer they should not move forward with acquiring the parcel. Commissioner Huerter suggested that Ms. DeGuilio-Fox encourage a news story be written to try to get a buyer interested in the property. Commissioner Huerter also suggested reaching out to the businesses who were unsuccessful bidders of the 2821 Jewett property to encourage one of them to buy the property and develop it. Both suggestions may be taken up in 2022.
5. **EV Chargers: Update** – Director DeGuilio-Fox reported to the Commissioners that the EV chargers signage will be installed this week. She went on to advise that, according to what the IT Director is seeing on the charger site, two potential customers made unsuccessful attempts to charge their vehicles. She reported reaching out to Ozinga Energy on Monday and asked them to send techs out to check the chargers to be certain they are functional. She also advised she would suggest to the Town IT Director that it might be an issue with the credit card reader.
6. **Welcome to Highland Sign: Discussion** – Ms. DeGuilio-Fox reported that she had contacted Landmark Signs and asked for a quote for refurbishing the Highland sign. She has not received a reply to date and will follow up with them again after the holidays. Discussion ensued. Commissioners believe it is worthwhile to also look into keeping the sign but using a different technology, perhaps LED lighting components.
7. **2022 Redevelopment Goals:** The Commissioners were given an updated goal sheet showing those goals that they had accomplished during 2021, those that had been started and are well underway and new goals for consideration in 2022. Ms. DeGuilio-Fox advised that early in 2022 the commissioners should review their goals and then approve those they determine they want to pursue.
8. **Redevelopment Commission Comments:**
 - a. Ms. DeGuilio-Fox reminded everyone that if that haven’t already and are interested in serving on the Commission again in 2022 that they should submit a letter or email of interest to Michael Griffin.
 - b. Ms. DeGuilio-Fox directed the commissioners attention to the letter attached to their meeting packet, that being a letter of resignation submitted by the Redevelopment Director. Discussion ensued.

There being no further discussion the Redevelopment Commission study session was adjourned at 7:15 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary.

**HIGHLAND REDEVELOPMENT COMMISSION
PLENARY BUSINESS MEETING MINUTES - DRAFT
TUESDAY, DECEMBER 14, 2021**

The Highland Redevelopment Commission ("Commission", "RC") met in person at Town Hall. The Plenary Business Meeting was called to order by Commission President Cy Huerter at 7:15 p.m. Commission President Huerter called for a roll call.

Minutes were prepared by Kathy DeGuilio-Fox, Redevelopment Director and Recording Secretary.

Roll Call: Commissioners Bill Leep, Sean Conley, Robyn Radford and Cy Huerter were present at Town Hall. Commissioner George Georgeff was absent with notice. A quorum was established.

Additional Officials Present: Town Council Liaison Roger Sheeman; and Kathy DeGuilio-Fox, Redevelopment Director were present in person. Attorney John Reed attended electronically by telephone.

Also Present: John Jurisa, Weichert Realtors; Lydia Shotts and Evan Runyan, both of Highland.

Minutes of Previous Sessions: Commission President Huerter asked if everyone had received and reviewed the minutes. Hearing that everyone had reviewed the minutes he called for a motion to approve. Commissioner Bill Leep made a motion to approve the minutes as presented. Commissioner Sean Conley seconded the motion. There being no corrections or discussion Commission President Huerter approved the minutes of the November 23, 2021 study session and plenary meeting as presented.

Special Orders: None

Public Comment: Lydia Shotts, 10226 Kennedy Avenue, commented about the redevelopment goal list. In particular, she asked about the south Kennedy development that has been proposed by 1st Metropolitan Builders. She is concerned that it will cause issues for the residential property owners that live just north of the proposed site. Ms. Shotts was told that at this time it is a "proposed" development and has not gone before the Plan Commission nor the BZA for approvals yet. Evan Runyan, 10306 Kennedy Avenue, also expressed his concern about the proposed development. He explained that he and his wife just moved to the 10306 Kennedy Avenue location and they would like to know more about the project. Both were advised by Commission President Huerter that the project has not progressed and must go before the Plan Commission and BZA for approvals before the project would progress.

Communications:

1. Indiana Department of Environmental Management Inactive Warning Letter: Commissioners reviewed the letter from IDEM that was included in their packet. Discussion ensued. Commissioners commented that they believe the "buyer" understands the environmental issues and their responsibility as new owner.
2. Morgan Saltsgiver, EnviroForensics Advisory Email in Regard to the Sale of the Bult Oil Property: Commissioners advised they had reviewed the email. Discussion ensued. The commissioners all agree that they feel it was made clear to the "buyer" what their responsibility is in regard to the environmental remediation of the property. Commissioner Leep commented that he'd shared Morgan Saltsgiver's contact information with the "buyer" and so they are able to readily contact EnviroForensics should they have any questions in that regard.

Unfinished Business and General Orders: None

New Business:

1. **Resolution 2021-31: A Resolution of the Highland Redevelopment Commission In Regard to Disposition of Surplus Personal Property.** Commission President Huerter asked if there were any questions in regard to Resolution 2021-31. There being none he called for a motion to approve Resolution 2021-31. Commissioner Robyn Radford moved to approve. Commissioner Bill Leep seconded the motion. There being no further discussion a roll call vote was taken. The motion passed with a vote of four affirmatives and no negatives.
2. **Resolution 2021-32: A Resolution of the Highland Redevelopment Commission to Approve the Sale of the Real Property Known as 2605 and 2609 Condit Street and 2605 and 2606 Garfield Avenue to Highland Auto Body for Use as a Commercial Property.** Commission President Huerter asked if clarification was necessary. There being none requested he called for a motion to approve Resolution 2021-32. Commissioner Bill Leep moved to approve. Commissioner Sean Conley seconded the motion. There being no further discussion a roll call vote was taken. The motion passed with a vote of four affirmatives and no negatives.

Action to Pay Accounts Payable Vouchers: Commissioner Robyn Radford made a motion to pay accounts payable vouchers as filed on the pending accounts payable docket, covering the period November 25, 2021 through December 15, 2021 and the payroll dockets for December 3, 2021 in the total amount of \$13,805.02. Commissioner Sean Conley seconded the motion to approve the Accounts Payable Vouchers. There being no discussion, Commission President Huerter called for a roll call vote. Upon a roll call vote the motion passed with four affirmatives and no negatives.

Vendors Accounts Payable Docket:

Redevelopment General Fund, \$13,805.02; Highland Economic Development, \$0.00; Redevelopment Capital Fund, \$0.00; Downtown Redevelopment District Allocation Area, \$0.00; Redevelopment Bond & Interest, \$0.00; CEDIT Economic Development Income Tax Fund, \$0.00 and Cardinal Campus Allocation Area, \$0.00. Total: \$13,805.02.

Payroll Docket for Payday December 3, 2021: Redevelopment Department: Total Payroll: \$5,036.83.

Business from the Commissioners: There was no business nor additional comments from the Commissioners.

Next Meeting: President Huerter advised that the next Study Session is scheduled for Tuesday, January 11, 2022 and will convene at 6:30 PM. The next Plenary Business Meeting is also scheduled for Tuesday, January 25, 2022 immediately following the study session at 6:30 PM. A study session will precede the plenary meeting at 6:30 PM and reconvene following the plenary business meeting, if necessary. The next meeting of the Highland Main Street is tentatively scheduled to convene on Wednesday, January 12, 2022 at 6:30 p.m. The meetings will be convened in person at Town Hall unless otherwise advised through the issuance of a public notice.

Adjournment: There being no further business of the Highland Redevelopment Commission, the Tuesday, December 14, 2021 meeting of the Highland Redevelopment Commission was adjourned at 7:30 PM.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary

**HIGHLAND REDEVELOPMENT COMMISSION
SPECIAL PUBLIC MEETING MINUTES - DRAFT
MONDAY, DECEMBER 20, 2021**

The Highland Redevelopment Commission ("Commission", "RC") met in a Special Public Meeting on Monday, December 20, 2021 in the Council Chambers of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. President Cy Huerter called the meeting to order at 5:31 p.m. The minutes were recorded by Redevelopment Assistant Lance Ryskamp.

Roll Call: Present on roll call were Redevelopment Commissioners George Georgeff, Cy Huerter, Bill Leep and Robyn Radford. Commissioner Sean Conley was absent. A quorum was attained.

Officials Present: Town Council Liaison Roger Sheeman; Michael Griffin, Highland Clerk-Treasurer; Pat Krull, School Town of Highland representative and non-voting member of the Redevelopment Commission were also present.

Additional Officials Present: Lance Ryskamp, Redevelopment Assistant.

Guests: Michelle Quinn, Post Tribune

Minutes of the Previous Meetings: None

Special Orders: None

Public Comment: None

Communications: None

Unfinished Business and General Orders: None

New Business:

1. **Consideration of the Process for a Search and Selection of a Successor Redevelopment Director.** Commission President Cy Huerter introduced the topic. Council Liaison Roger Sheeman offered a broad overview of the process during the most recent search. He also mentioned that the search would be mentioned on the Highland Website. Michael Griffin suggested using Listserv through the IACT website which has a significant statewide Redevelopment membership. Clerk-Treasurer Griffin also advised that the position would be posted internally for five days and that any individuals responding internally may be considered along with others who apply. Having been involved in the process during the most recent search he shared how that process was conducted by HRGovUSA. Mr. Griffin strongly urged the need to hire someone with the necessary skillset to fulfill the position. Discussion ensued. The Redevelopment Commission reiterated that they believe it important and have asked the current director to be involved in the process. The Commissioners also agreed that they would like to move forward with HRGovUSA and request a proposal for services. Mr. Griffin agreed to contact HRGovUSA and ask them to attend a Redevelopment Commission meeting. All agreed and there was no further discussion in this regard.
2. **Resolution 2021- 33: A Resolution of the Highland Redevelopment Commission Modifying the Existing Wage and Salary ordinance for Redevelopment Department Employees.** Commission President Huerter introduced the resolution and asked if all Commissioners had reviewed the

resolution. If so, he called for a motion to consider. Commissioner George Georgeff made a motion to consider. Commissioner Robyn Radford moved to second the motion. During discussion Commissioner Leep asked how this resolution changes the compensation. Clerk-Treasurer Griffin explained that this resolution not only addresses an increase that is expected to be approved by the Council for 2022 but also interim increases during the transition period. This covers not only an increase for the Redevelopment Assistant position pending an increase in duties during the transition period but also for the Redevelopment Director as that schedule moves from full-time to part-time during the transition period. Discussion ensued. Mr. Griffin did caution that if the council approves more than a 4% increase the Redevelopment Commission should consider a new resolution reflecting that additional compensation. There being no further discussion a roll call vote was taken. The resolution was approved and adopted by a vote of four affirmatives and zero negatives.

Commissioner Georgeff asked that the Redevelopment Assistant attend the meetings during the interim period and may adjust his schedule as required.

Action to Pay Accounts Payable Vouchers: None

Business from the Commissioners: None

Next Meeting: The next full Study Session is scheduled to be held on Tuesday, January 11, 2022 at 6:30 p.m. The next Public Meeting will be held on Tuesday, January 25, 2022 and convene immediately following the adjournment of the scheduled study session that evening. The Study Session precedes the public meeting at 6:30 p.m. and reconvenes following the public meeting, if deemed necessary. The next meeting of the Highland Main Street will be Wednesday, January 12, 2022 at 6:30 p.m.

Adjournment: There being no further business to consider the Special Meeting of the Highland Redevelopment Commission was adjourned at 6:01 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary.

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION MINUTES - DRAFT
TUESDAY, JANUARY 11, 2022**

The Highland Redevelopment Commission (“Commission”, “RC”) met in person at Town Hall and via the Zoom platform. The study session was called to order at 6:30 p.m. by Commission President Cyril (Cy) Huerter.

Minutes were prepared by Kathy DeGuilio-Fox, Redevelopment Director and Recording Secretary.

Roll Call: Commissioners present in person included Robyn Radford, George Georgeff and Cyril Huerter. Commissioner Sean Conley attended electronically via Zoom. Commissioner Bill Leep was absent with notice. A quorum was established.

Officials Present: Town Council Liaison Tom Black; Michael Griffin, Clerk-Treasurer Town of Highland; Pat Krull, School Town of Highland representative and no-voting member of the Redevelopment Commission; John Reed, Abrahamson, Reed and Bilsie; and Kathy DeGuilio-Fox, Redevelopment Director; Ed Dabrowski, IT Director; Lance Ryskamp, Redevelopment Assistant.

Also Present: Sarah McKee, Senior Vice President, GovHR USA; John Jurisa, Weichert Realtors; Mark Fleishman, Representing Zorn Brewing; Lydia Shotts, Highland Resident; Evan Runyan, Highland Resident; Jacqui Herrera, Highland Council of Community Events and an unknown participant via telephone.

General Substance of the Discussion

- 1. Presentation by GovHR USA in regard to the Redevelopment Director Recruitment:** Ms. Sarah McKee, Senior Vice President of GovHR USA was introduced by Clerk-Treasurer Griffin. Mr. Griffin also commented that he was confident in the services GovHR USA provides and that the Town of Highland had used GovHR USA to conduct other searches and that he intended to also use their services to recruit a deputy. Ms. McKee’s presentation provided information as to the services they offer, the breadth of their candidate advertising and how they conduct a search. She also included their process for eliminating candidates and the assistance GovHR USA provides during the final interview. Ms. McKee also commented on similar searches they’ve been involved in as well as a brief history of GovHR USA. Several questions were asked of Ms. McKee during discussion. The Commissioners did not make a final decision and advised that they would discuss how they wanted to conduct their search as well as whether they wanted to hire from within or post the opportunity on public sites. Ms. DeGuilio-Fox commented that she appreciated the rigorous process and that she had spent hours preparing for her interviews in spite of having served in professional positions for many years and serving as a member of the Highland Redevelopment Commission.
- 2. Director Job Description Update:** Ms. DeGuilio-Fox advised she had reviewed the job description that was provided her and that there are numerous tasks and responsibilities missing from it as it is currently written. She offered to edit it so it reflects the actual level of work and responsibilities. Brief discussion ensued. Ms. DeGuilio-Fox was asked to edit it as she thought necessary.

3. **2022 Meeting Schedule – Discussion:** Director DeGuilio-Fox advised that she would advertise the redevelopment commission meeting schedule as she’s done in the past and asked if the commission wished to change their standing meeting dates or times, reminding everyone that they meet on the second Tuesday of each month for their study session and on the fourth Tuesday of the month for a study session and plenary business meeting, both beginning at 6:30 P.M. The commissioners agreed that the schedule should remain as it was in 2021. Ms. DeGuilio-Fox advised she would prepare the schedule for their approval at their upcoming January 25th meeting and for advertising.
4. **2022 Commission Appointment:**
 - a. **Liaison Report re Town Council Appointments:** Council Liaison Tom Black had no comments in regard to when or who he thought the Council may appoint. Although the Commissioners were reminded that Town Council President Bernie Zemen had the evening prior made his executive appointments to the Redevelopment Commission including Sean Conley, George Georgeff and Bill Leep.
 - b. **Start of Year Contracts:** MS. DeGuilio-Fox advised that each year in January the commissioners approve their annual contracts for general engineering services, financial professional services and legal services. She reminded them that previously they had engaged NIES Engineering, SEH of Indiana, LLC and Abrahamson, Reed and Bilse. She asked the commissioners if they wished to make any changes in contractors. They agreed they’d been satisfied with the services provided. Ms. DeGuilio-Fox advised that all three consultants had expressed their interest in working with the commission again and had also submitted letters of agreement. She further advised she would prepare the appropriate resolutions for consideration by the commissioners at their upcoming January 25th meeting to approve and ratify their consultant contracts.
5. **Sale of 2815 Jewett – Discussion:** Director DeGuilio-Fox reminded the commissioners that since there had been no proposals submitted for the purchase and development of the Redevelopment owned property located at 2815 Jewett and that the required thirty day waiting period had passed they may now pursue a commercial listing of the property and sell it at a price other than the public offering price. She asked if they would like her to request a listing agreement from John Jurisa, Weichert Realtors as they’ve done in the past and attempt to sell it on the commercial real estate market. The commissioners agreed they would like to move forward with the sale of the property. Ms. DeGuilio-Fox advised she would speak with Mr. Jurisa about his submission of listing contract and prepare a resolution for their consideration at their upcoming January 25th meeting.
6. **Bult Oil Property – Update:** Ms. DeGuilio-Fox advised that the closing on the sale of the former Bult property should be taking place soon. She asked Mr. Jurisa if he had any comments. Mr. Jurisa reported that the LLC, in the name of Highland Auto Body, and the signatures applied by the members, is being questioned by the title company. John Reed commented on the matter. Mr. Jurisa forwarded the title company’s inquiry to Mr. Vis and his paralegal. Mr. Jurisa and Ms. DeGuilio-Fox will be in touch on the matter.

7. **Disposition of 2821 Jewett – Report:** Director DeGuilio-Fox advised that closing was completed prior to the holidays. She also advised that she had sent an email to a member of the owner group as well as the realtor suggesting they consider whether they want to continue to allow the public to park on their property or not and that the town has had issues in the past with patrons of the Jewett Street properties filing a personal injury law suit. She continued to comment that upon return to the office after the holidays she'd heard from individuals that the condition of the parking lot, still available to the public, was not safe after winter weather had affected it. Ms. DeGuilio-Fox commented that she not only had a conversation with the Public Works Director, Mark Knesek but also contacted again a member of the owner group. Mark Fleishman, owner of Demand Real Results and a member of the Zorn owner group was in attendance on Zoom. Mr. Fleishman was asked if he would like to comment. He advised they had replied to the communications they'd received by placing barriers across the entrance to the parking lot. Their intention is to install something more permanent until the weather warms up when they plan to begin cleaning up and renovating the property.

8. **EV Chargers: Update** – Director DeGuilio-Fox reported to the Commissioners that the EV chargers are fully installed and functioning. She reported there had been a software issue however that had been remedied. Prior to the holidays she'd asked the IT Director, Ed Dobrowski, to speak with the AmpUp (the EV charging station manufacturer) software staff about resolving the problem as soon as possible. Mr. Dobrowski was asked to comment on the resolution of the problem. He reported that the founder of the company had driven down and met with him at the EV charger site and was able to resolve the issue. He also reported that since that time individuals have used the chargers and by logging into the software he is able to see that they are now fully functional. Discussion ensued. Commissioners were pleased to know the chargers are fully functional and once again made their satisfaction with the project known.

9. **Redevelopment Commission Comments:** Ms. DeGuilio-Fox asked if any of the commissioners wished to comment. Commissioner Huerter advised he had reapplied and hoped to be reappointed to the commission by the council. Pat Krull commented about the search when a new director was sought four years ago. Commissioner Georgeff advised they were aware of that situation. Commissioner Huerter asked if there was any new talk about hiring a town manager. Council Liaison Black commented that there had not been any additional conversation related to that matter.

There being no further discussion the Redevelopment Commission study session was adjourned at 7:35 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary.



September 27, 2021

Town of Highland Redevelopment District, Lake County, Indiana
c/o Michael Griffin, IAMC, MMC, CPFA, ACPFIM, CMO
Clerk Treasurer
Town of Highland
3333 Ridge Road
Highland, Indiana 46322-2089

Re: Engagement Letter for Municipal Advisory Services

Dear Michael:

We are pleased to submit this engagement letter to you for consideration by the Town of Highland Redevelopment Commission (the "Commission") regarding our retention to provide municipal advisory services as it relates to the proposed issuance of a bond secured by tax increment finance revenues generated from a proposed development (the "Bonds") (collectively, the "Financing"). The Financing will provide incentive to the developer for the proposed development and pay the costs of issuance associated with the Financing (the "Project").

LWG CPAS & ADVISORS, IS A REGISTERED MUNICIPAL ADVISOR

LWG CPAs & Advisors ("LWG"), is a registered municipal advisor under the applicable rules promulgated by the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). This engagement letter is intended, in part, to comply with the SEC rules and the MSRB rules (collectively, the "Rules"), which require us to disclose certain matters to you and include certain terms herein.

SCOPE OF SERVICES

LWG will provide the municipal advisory services necessary in connection with the Financing, including, but not limited to, the following:

1. Advise on financing structures;
2. Assist in coordinating the activities of various participants to the Financing including corporation counsel, bond counsel and other consultants;
3. Assist in the preparation of and/or participate in presentations to S&P Global Ratings and Moody's Investors Services, Inc., as needed;
4. Attend meetings, as requested to discuss the Financing;

5. Prepare studies and/or reports for the Financing, including but not limited to revenue sufficiency analysis, where applicable and if needed;
6. Review documents as received by other members of the working group as they relate to the Financing;
7. Assist in the drafting of, in conjunction with other members of the working group, documents related to the issuance of the Bonds, including but not limited to the term sheet and/or official statement, studies and/or reports;
8. Make reasonable inquiries as to the facts that form the basis for any advice we provide to the Commission;
9. Undertake reasonable investigations to determine that we are not basing any recommendation to the Commission on materially inaccurate or incomplete information;
10. Have a reasonable basis for:
 - (a) any advice provided to or on behalf of the Commission;
 - (b) any representation made in a certificate that LWG signs that will be reasonably foreseeably relied upon by the Commission, any other party involved in the Financing or investors in the Bonds; and
 - (c) any information provided to the Commission or other parties involved in the Financing in connection with the offering document for the Bonds;
11. (a) if we make a recommendation to the Commission regarding the Bonds or the issuance of another series of Bonds, have a reasonable basis to believe that the recommendation is suitable for the Commission, based on information obtained through reasonable due diligence; and
(b) if the review of a recommendation of another party regarding the Bonds or the issuance of another series of Bonds is requested by the Commission and is within the scope of our municipal advisory services set forth in this letter, determine, based on the information obtained through reasonable diligence, whether such recommendation is or is not suitable for the Commission; and

in either case under clause (a) or (b) above, inform the Commission of:

- (i) our evaluation of the material risks, potential benefits, structure and other characteristics of such recommendation;
- (ii) the basis upon which we reasonably believe that such recommendation is, or (in the case of such recommendation made by another party as described in clause (b) above) is not, suitable for the client; and
- (iii) whether we have investigated or considered other reasonable feasible alternatives to such recommendation that might also or alternatively serve the Commission's objectives;

12. Deal honestly and with the utmost good faith with the Commission and act in the Commission's best interests without regard to the financial or other interests of LWG; and
13. Assist in coordinating the closing and the settlement in connection with the issuance of the Bonds (the "Closing").

During the course of this engagement, we will assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct your representatives and members of your staff to cooperate with us in this regard. Upon delivery of the Bonds at the Closing, our responsibilities as municipal advisor with respect to the issue of the Bonds will be concluded.

Our services as municipal advisor are limited to those expressly set forth above. Among other things, our services as municipal advisor do not include:

- (1) in the event the Bonds will be sold in a negotiated sale, contacting any financial institutions or other potential purchasers of the Bonds for the purpose of soliciting a purchaser of the Bonds, providing such purchasers term sheets or otherwise negotiating with any of them as to the terms of the Bonds; in such event, we recommend that the Commission engage a registered broker-dealer to handle such responsibilities;
- (2) an independent audit, review or agreed upon procedures as it relates to the financial capabilities of the Developer or the ability of the Developer to undertake and complete the Project;
- (3) after the Closing, providing any further municipal advice to the Commission regarding the Bonds; or
- (4) any other matter not specifically set forth above.

ENGAGEMENT TEAM

As a registered municipal advisor under the Rules, all of our advice provided pursuant to this engagement letter will be provided by either a registered municipal advisor principal or a registered municipal advisor representative of LWG. For purposes of this Financing, I will be in charge of the engagement; however, I may assign portions of the work to be done to a registered municipal advisor principal or other registered municipal advisor representatives of the firm or to firm personnel, such as staff accountants and secretarial staff, who are not a registered municipal advisor principal or a registered municipal advisor representatives, but who will be acting under the direct supervision of a registered municipal advisor principal or a registered municipal advisor representative of the firm.

COMPENSATION

Our fees will be \$30,000 in connection with this Financing. Such fees will be based on the reasonable value of our services. The primary factors in determining our fees will be the amount of time and applicable hourly billing rates for each registered municipal advisor principal and registered municipal advisor representative and other firm personnel working on this Financing.

Our fees will be paid at the Closing, and we will not submit any statement until the Closing, unless: (1) there is a substantial delay in completing the Financing, in which case, we will submit an invoice for the time and expenses incurred to the date indicated in such invoice, which amount will be applied toward and reduce the fixed fee to be paid at Closing; or (2) the Commission notifies us that the Financing will not be completed or it is terminating our services under this engagement letter, in which case, we will submit an invoice for the time and expenses incurred to the date of such notification and our responsibilities as municipal advisor to the Commission with respect to the issue of the Bonds will be concluded.

MATERIAL CONFLICTS OF INTEREST

General

LWG makes the disclosures set forth below with respect to material conflicts of interest in connection with the scope of services described above under the caption "SCOPE OF SERVICES" under this Engagement Letter (collectively, the "Scope of Services"), together with how LWG addresses or intends to manage or mitigate each conflict.

General Mitigations

As general mitigations of LWG's conflicts, with respect to all of the conflicts disclosed below, LWG mitigates such conflicts through its adherence to its fiduciary duty to the Commission, which includes a duty of loyalty to the Commission in performing all municipal advisory activities for the Commission. This duty of loyalty obligates LWG to deal honestly and with the utmost good faith with the Commission and to act in the Commission's best interests without regard to LWG's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

There is no affiliate of LWG that is or will provide any advice, service or product to or on behalf of the Commission that is directly or indirectly related to the municipal advisory activities to be performed by us pursuant to this engagement letter. We have made no payments, directly or indirectly, to obtain or retain the Commission's municipal advisory business pursuant to this engagement letter. We have received no payments from third parties to enlist our recommendation to the Commission of the services of any such third party, including with respect to any municipal securities transaction or municipal financial product, such as a municipal derivative, a guaranteed investment contract or investment strategy with respect to the use of the proceeds of a municipal security.

We have not entered into any fee-splitting arrangement with any provider of investments or services to the Commission. As described above under the caption "COMPENSATION," our fees are not contingent on the size or the closing of the Financing pursuant to this engagement letter. We have no other engagements or relationships that might impair our ability to fulfill our duty of care and duty of loyalty to the Commission.

Other Relationships

LWG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Commission. For example, LWG serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Commission under this engagement letter. These other clients may, from time to time and depending on the specific circumstances, have competing interests such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, LWG could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair LWG's ability to fulfill its regulatory duties to the Commission.

Compensation-Based Conflicts

The fees due under this engagement letter are in a fixed amount established at the outset hereof. The amount is usually based upon an analysis by the Commission and LWG of, among other things, the expected duration and complexity of the transaction and the Scope of Services to

be performed by LWG. This form of compensation presents a potential conflict of interest, because, if the transaction requires more work than originally contemplated, LWG may suffer a loss. Thus, LWG may recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

LEGAL OR DISCIPLINARY EVENTS

A Civil Judicial Action DRP on Form MA and MA-I was filed with the SEC as a result of a complaint filed by the City of Marion, Indiana against five (5) parties including LWG. Further details regarding the complaint can be found in the Civil Judicial Action DRP on the most recent Form MA available by means of the following link:

<https://www.sec.gov/edgar/searchedgar/companysearch.html>

INFORMATION FOR MUNICIPAL ADVISORY CLIENTS

Pursuant to MSRB Rule G-10 - Investor and Municipal Advisory Client Education and Protection, LWG is required to notify you at least once each calendar year of the availability of a brochure that is posted on the website of the MSRB (www.msrb.org) that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. The following is a link directly to the aforementioned brochure:

<http://www.msrb.org/~media/files/resources/MSRB-MA-Clients-Brochure.ashx?la=en>

NOTIFICATIONS

Periodically, there are notifications that must be sent to the client on municipal advisory engagements. LWG will send these notifications to:

Town of Highland Redevelopment Commission
c/o Clerk-Treasurer
3333 Ridge Road
Highland, Indiana 46322

Any notifications to LWG shall be sent to:

LWG CPAs & Advisors
c/o Chief Compliance Officer
1776 North Meridian Street, Suite 500
Indianapolis, Indiana 46202

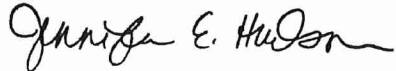
CONCLUSION

If you agree to our services as municipal advisor to the Commission upon the terms set forth herein, please indicate your agreement, on behalf of the Commission, by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as municipal advisor at any time simply by notifying us. We may terminate and withdraw from our engagement for nonpayment of our fees and expenses as described above.

We are pleased to have this opportunity to be of service to you. If you have any questions regarding this engagement letter, please call me.

Sincerely,



Jennifer E. Hudson

ACKNOWLEDGED AND AGREED TO:

TOWN OF HIGHLAND REDEVELOPMENT COMMISSION

By: _____

Title: _____

By: _____

Title: _____

Date: _____

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2022-01**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN
AGREEMENT FOR GENERAL ENGINEERING SERVICES
TO THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2022**

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

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

Whereas, The Redevelopment Commission may adopt rules and bylaws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission is authorized to negotiate and enter into contract by statute; and

Whereas, The Redevelopment Commission does from time to time need general engineering services and consulting to carry out its duties; and,

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

That it is in the best interest of the Town to enter into an Agreement with NIES Engineering, Inc. for the year of 2022 in an annual not-to-exceed amount of \$10,000 unless otherwise approved.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Highland, Lake County, Indiana, this 25th day of January, 2022 having passed by a vote of ____ in favor and ____ opposed.

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

Cy Huerter, President

ATTEST:

Bill Leep, Secretary



December 7, 2021

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 2022

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 for the period of January 1, 2022 through December 31, 2022. 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 2022 to perform these assignments. However, the Redevelopment Commission may set that budget wherever it deems most appropriate. We will only proceed with tasks authorized by the Redevelopment Commission or the Redevelopment Director, and all invoices will be identifiable to specific tasks under this budget.

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

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

Yours very truly,
NIES Engineering, Inc.

Derek R. Snyder, P.E.
Principal

TOWN OF HIGHLAND REDEVELOPMENT COMMISSION

Accepted By: Kathy DeGuilio-Fox

Date: _____

Authorized Annual Budget Limit: \$ 10,000.00

cc: Highland Redevelopment Commission

mail@niesengineering.com
www.niesengineering.com

Table 1

2022 NIES Engineering Personnel Hourly Rates

Classification	Hourly Rate	
	From	To
Intern	\$40.00	\$50.00
Clerical	\$30.00	\$45.00
Senior Clerical	\$45.00	\$50.00
Administrative Assistant	\$60.00	\$65.00
Senior Administrative Assistant	\$70.00	\$80.00
Technician Level 1	\$55.00	\$65.00
Technician Level 2	\$65.00	\$80.00
Technician Level 3	\$80.00	\$90.00
Technician Level 4	\$90.00	\$105.00
Technician Level 5	\$105.00	\$110.00
Technician Level 6	\$110.00	\$120.00
Engineer Level 1	\$70.00	\$85.00
Engineer Level 2	\$85.00	\$95.00
Engineer Level 3	\$95.00	\$110.00
Engineer Level 4	\$110.00	\$130.00
Engineer Level 5	\$130.00	\$145.00
Project Manager	\$125.00	\$135.00
Senior Project Manager	\$160.00	\$175.00
Principal Level 1	\$130.00	\$145.00
Principal Level 2	\$145.00	\$155.00
Senior Principal	\$190.00	\$200.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

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

1. REIMBURSABLE EXPENSES:

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

2. INDEMNIFICATION:

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

3. TERMINATION:

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

4. BILLING/PAYMENTS:

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

5. REUSE OF DOCUMENTS:

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

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

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

7. MEDIATION:

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

8. FIDUCIARY RESPONSIBILITY:

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

9. HAZARDOUS MATERIALS:

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

10. CONSEQUENTIAL DAMAGES

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

11. SEVERABILITY:

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

END OF TERMS AND CONDITIONS

NIES-2022-M29

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2022-02**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN
AGREEMENT FOR FINANCIAL PROFESSIONAL SERVICES AND GENERAL REDEVELOPMENT
CONSULTING TO THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2022**

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

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

Whereas, The Redevelopment Commission may adopt rules and bylaws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission is authorized to negotiate and enter into contract by statute; and

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

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

That it is in the best interest of the Town to enter into an Agreement with SEH of Indiana, LLC for the year of 2022 for a not-to-exceed amount of \$11,000, excluding expenses which would otherwise include those identified and set forth in attached Exhibit A-1, and currently estimated at \$250.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Highland, Lake County, Indiana, this 25th day of January, 2022 having passed by a vote of ____ in favor and ____ opposed.

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

Cyril Huerter, President

ATTEST:

Bill Leep, Secretary

Supplemental Letter Agreement (FY 2022)

In accordance with the Master Agreement for Professional Services between Town of Highland, Indiana Redevelopment Commission ("Client"), and SEH of Indiana, LLC ("Consultant"), effective March 9, 2016, this Supplemental Letter Agreement dated December 17, 2021 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the project described as:

To perform certain additional professional services (the "Basic Services") during the fiscal year 2022, more specifically from January 3, 2022 through December 31, 2022, in connection with professional consulting and statutory reporting requirements, planning, redevelopment planning, economic development planning and financial incentivization of business retention, expansion and development prospect projects within the Client's Redevelopment District (the "Project").

Client's Authorized Representative: Kathy DeGuilio-Fox, Redevelopment Director

Address: 3333 Ridge Road
Highland, IN 46322

Telephone: 219.972.7598 **email:** kdeguilio-fox@highland.in.gov

Project Manager: Daniel Botich, Associate & Sr. Economic Development Professional

Address: 9200 Calumet Avenue, N300
Munster, IN 46321-2885

Telephone: 219.513.2516 (Office)
219.680.0825 (Mobile) **email:** dbotich@sehinc.com

Scope: The Basic Services to be provided by Consultant:

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

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

1. Assistance to the Client and the Town's Clerk-Treasurer as the financial officer of the Town and as the Treasurer of the Commission pursuant to Section 8(b) of the Act with responsibilities of: (i) administration of funds and accounts specific to the Department of Redevelopment and the Commission, (ii) the administration, monitoring or analysis of financial incentive packages approved by the Commission and/or the Town that effect the Commission, (iii) the administration of redevelopment or economic development projects approved by the Commission and/or the Town that effect the Commission for financial reporting, analysis or overlapping tax unit impacts, and (iv) the preparation of an annual report to the fiscal body of the Town (the Town Council) **before April 1, 2022.**
2. Assistance in the preparation of annual reporting of the Client's prior year activities to the Town's (the Town Board President) and legislative body (Town Council), including the filing of said report **on or prior to April 15, 2022** with the Indiana Department of Local Government Finance (the "DLGF"), as required by Section 13 of the Act.
3. Assistance in the preparation of an annual Notice of Captured Assessment to be filed **before April 15, 2022** with the Office of the Lake County, Indiana Auditor, the Town's (the Town Board President) and legislative body (the Town Council) and the officers of each overlapping taxing unit of allocation area(s), as it relates to the capture of assessment in designated allocation areas of the Client, pursuant to and as required Section 39(b)(4) of the Act.
4. Assistance to the Commission to develop, prepare and present during a meeting of the Commission **on or before June 1, 2022** information to all governing bodies of taxing units that have a territory within a designated allocation area of the Commission, including: (i) the Commission's budget with respect to each allocation area; (ii) the long-term plans for the allocation area; and (iii) the impact on each taxing unit.
5. Collection of data from the Office of the Lake County Auditor and/or the Office of the Lake County Assessor relative to real property (if instructed or as designated, personal property of a "designated taxpayer" by resolution) key numbers to verify and/or determine an allocation area's base assessment and the "allocation area assessment," the current aggregate assessed value of individual components.
6. Obtain construction cost estimates, development parameters, estimated project scheduling and timing, estimated assessed valuation information and/or staffing levels for planned new construction or business expansion projects in existing or a proposed allocation area of a redevelopment project area.
7. Summarize the Commission's position and assumptions relative to utilizing tax increment financing as a means of potential financial incentivization of an economic development or redevelopment project.
8. Analyses and economic development modeling to determine an economic development prospect's or allocation area's projected assessed value growth and the potential captured assessment used to calculate estimated tax increment, including if necessary the application of assessed valuation deductions (or "Tax Abatement") in economic revitalization areas (an "ERA") in accordance with I.C. 6-1.1-12.1 titled Deduction for Rehabilitation or Redevelopment of Real Property in Economic Revitalization Areas. Comparable tax and assessment data may be necessary and will be obtained from the Office of the Lake County Assessor or other available sources.
9. Preparation of TIF scenarios to include a pro forma tax increment (or "TIF revenues") generated to determine potential financial incentivization of an economic development or redevelopment project for initial Client discussions with an owner or developer.

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

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

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

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

Schedule: Professional services to be provided from **January 3, 2022 through December 31, 2022**, as required or as needed pursuant to Basic Services identified herein. A schedule of professional services to be provided shall be determined by the Client and the Consultant based upon an understanding of the professional services required or applicable statutory deadline(s) for submission.

Payment: The estimated fee is subject to a **not-to-exceed amount of \$11,000**, excluding expenses which includes those identified and set forth in attached Exhibit A-1, currently **estimated at \$250**.

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

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

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

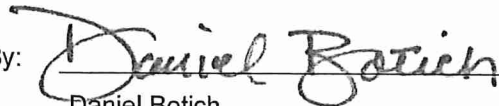
1. The Client is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the "independent municipal advisor" exemption from the definition of "advice".
2. The Client will notify the Consultant of the name and contact information: (i) of currently engaged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

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

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

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SEH of Indiana, LLC

By: 
Daniel Botich

Title: Associate, East Region Practice Leader &
Sr. Economic Development Professional

Town of Highland, Indiana Redevelopment Commission

By: 

Title: Redevelopment Director

Exhibit A-1
to the Supplemental Letter Agreement (FY 2022)
Between Town of Highland, Indiana Redevelopment Commission (Client)
and
SEH of Indiana, LLC (Consultant)
Dated December 17, 2021

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

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

A. Hourly Basis Option

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

Employee Name	Billing Title	Hourly Rate
McCrimmon, Joannie.	Senior Administrative Assistant	\$ 97.00
Miller, Beth	Designer/GIS	\$ 110.00
Meyer, Mary	Accounting Administrator	\$ 119.00
Arnold, Andrew	Economic Development Professional	\$ 131.00
Schuch, Bryan	Economic Development Professional	\$ 144.00
Tsouklis, Damon	Senior Economic Development Professional	\$ 173.00
Botich, Daniel A.	Senior Economic Development Professional	\$ 247.00

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the authorized or requested services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work, including a potential amendment to this Agreement to adjust the not-to-exceed amount accordingly.

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

x:\fh\highl\158750\1-genl\10-setup-cont\02-contract\fy 2022\highl fy 2022 exhibit a-1.docx

Supplemental Letter Agreement (FY 2022) Dated December 17, 2021

EXHIBIT C:
Independent Municipal Advisor Exemption Disclosure

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

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

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

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

Name of Municipal Advisor Firm

Representative/Contact Name

Title

Phone Number

E-mail Address

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

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

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

The personnel or staff of the "municipal advisor" who will advise the Client on such recommendations shall represent to Client that they have not been associated with the Consultant within the two years prior to the date of this disclosure. This disclosure may be relied upon until December 31, 2022.

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

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

Representative (Printed)

Title

Signature of Representative

Dated

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2022-03**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION
APPROVING AND ADOPTING AN AGREEMENT FOR LEGAL SERVICES TO THE
HIGHLAND REDEVELOPMENT COMMISSION FOR 2022**

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

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

Whereas, The Redevelopment Commission may adopt rules and bylaws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission is authorized to negotiate and enter into contract by statute; and

Whereas, The Redevelopment Commission needs legal advice to carry out its duties; and,

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

That it is in the best interest of the Town to enter into an Agreement with the law offices of Abrahamson, Reed & Bilse for the year of 2022 at an hourly billing rate of One Hundred Ninety and 00/100 Dollars (\$190.00) per hour for attorney services and One Hundred and 00/100 Dollars (\$100.00) per hour for paralegal services..

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Highland, Lake County, Indiana, this 25th day of January, 2022 having passed by a vote of ____ in favor and ____ opposed.

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

Cyril Huerter, President

ATTEST:

Bill Leep, Secretary

ABRAHAMSON, REED & BILSE

ATTORNEYS AT LAW
8230 HOHMAN AVENUE
MUNSTER, INDIANA 46321

KENNETH DEARBORN REED
(1937-2008)

HAROLD ABRAHAMSON
SCOTT R. BILSE
JOHN P. REED

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

January 5, 2022

VIA EMAIL: kdeguilio-fox@highland.in.gov

Kathy Deguilio-Fox
Redevelopment Director
Town of Highland, Indiana

In re: Legal Services

Kathy:

In response to your email of even date, I am very happy to offer my continued services to the Redevelopment Commission of the Town of Highland. My current billing rate of \$190.00 per hour will hold for 2022, without increase. I very much enjoy working with the Commission and there are great opportunities and challenges ahead. Thank you and the Commission for your kind consideration.

Very truly yours,

/s/ *John P. Reed*

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

HAROLD ABRAHAMSON
SCOTT R. BILSE
JOHN P. REED

KENNETH DEARBORN REED
(1937-2008)

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

December 29, 2021

Michael Griffin
Clerk-Treasurer, Town of Highland, Indiana
3333 Ridge Road
Highland, Indiana 46322

In re: Town of Highland, Indiana; Billing Rate

Michael:

My billing rate for 2022 will remain at \$190.00 per hour. My paralegal's rate will remain at \$100.00 per hour. Thank you.

Very truly yours,

/s/: John P. Reed

**TOWN OF HIGHLAND
REDEVELOPMENT DEPARTMENT
REDEVELOPMENT COMMISSION**

Allocation Area Budget Determination and Authorization

RESOLUTION No. 2022-04

A Resolution Determining and Authorizing the Desirable and Necessary Budget for the Cardinal Campus Allocation Area Fund Supporting Debt Service on Private Placement Economic Development Bonds Purchased by the Developer in Support of the Cardinal Campus Project

WHEREAS, Highland Municipal Code Chapter 14.10 hosts the enabling language establishing the Highland Redevelopment Department governed by a Redevelopment Commission;

WHEREAS, Pursuant to guidance captured and documented in a series of communications circa August 2021, shared between the Redevelopment Treasurer and the Department of Local Government Finance, it is accepted that the several laws related to appropriations of government funds does not apply to allocation areas;

WHEREAS, Pursuant to IC 36-7-14 et seq., confers fiscal authority over funds of the redevelopment department with the Redevelopment Commission;

WHEREAS, It has been further determined that it is necessary and desirable to fix a budget for the Cardinal Campus Allocation Area Fund as part of ordinary internal controls of the payments that will be made in consequence of accruing and collected tax increment; and,

WHEREAS, The Redevelopment Commission now desires to so fix and identify the budget of the Cardinal Campus Allocation Area to align with a scheduled amortization scheduled prepared to support payment of any debt service, subject to the actual payment by the development,

NOW, THEREFORE BE IT RESOLVED by the Redevelopment Commission of the Town of Highland, Lake County, Indiana as follows:

Section 1. That for the expenses of the Cardinal Campus Allocation Area Fund, the following appropriations are hereby fixed, identified and set apart out of the funds hereinafter named for the purposes herein specified, subject to the laws governing the same:

DOWNTOWN ALLOCATION AREA FUND

107-0000-39011	PAYMENT of PRINCIPAL	\$ 290,000.00
107-0000-39012	PAYMENT of INTEREST	\$ 51,575.00
107-0000-39013	PAYING AGENT FEE	\$ 1,250.00
	Series Total	<u>\$ 341,575.00</u>
	FUND TOTAL	<u><u>\$ 341,575.00</u></u>

Section 2. That the Redevelopment Director is hereby authorized and instructed to inform the Office of the Clerk-Treasurer as the redevelopment treasurer of this action and that these moneys be made available for expenditure subject to collection of sufficient increment;

Duly Approved, Resolved and Adopted by the Redevelopment Commission of the Town of Highland, Lake County, Indiana, this **25th** day of **January 2022** by a vote of _____ in favor and _____ opposed.

**THE HIGHLAND REDEVELOPMENT DEPARTMENT
BY ITS REDEVELOPMENT COMMISSION:**

President of the Redevelopment Commission

Attest:

Secretary of the Redevelopment Commission

**TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2022-05**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION
APPROVING AN AGREEMENT WITH WEICHERT REALTORS FOR BROKER SERVICES
FOR THE DISPOSITION OF PROPERTIES OWNED BY THE HIGHLAND REDEVELOPMENT
COMMISSION AND LOCATED AT 2815 JEWETT STREET**

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

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

Whereas, The Redevelopment Commission may adopt rules and bylaws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission is authorized to negotiate and enter into contract by statute; and

Whereas, The Redevelopment Commission does from time to time need general real estate and brokerage services to carry out its duties; and,

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

That it is in the best interest of the Town of Highland to enter into an Agreement with John Jurisa of Weichert Realty to list the sale of the Highland Redevelopment-owned property, located at the common address as follows: 2815 Jewett Street, Highland, Lake County, Indiana, for a listing term of six months from the date said agreement is fully executed and for a real estate commission of six percent (6%) of the selling price, with a minimum of \$3,500.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Highland, Lake County, Indiana, this **25th day of January, 2022** having passed by a vote of ____ in favor and ____ opposed.

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

Cyril Huerter, President

ATTEST:

Bill Leep, Secretary

Date

Kathy DeGuilio-Fox, Redevelopment Director

Date

Resolution 2022-05
Executed January 25, 2022



LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)
COMMERCIAL-INDUSTRIAL REAL ESTATE

For use only by members of the Indiana Association of REALTORS®

This Contract is entered into on the 25th day of January, 2022, by Weichert Realtors, the Moke Agency ("Broker") and Town of Highland Redevelopment

Commission
("Seller"), for the sale of real estate commonly known as 2815 Jewett Ave in North Township, Lake County, Highland, Indiana 46322. Zip Code, the legal description of which is [X] (described as follows): Highland Lot 21 Block 14 except the East 42 feet. All Lot 22 Block 14

(the "Property"). In consideration of the mutual covenants herein and services to be performed, Broker is appointed as Seller's agent with irrevocable and exclusive right to sell, exchange or option the Property, during the Term for the following price and terms. Where the word "Seller" appears, it shall also mean "Optionor;" "Sale" or "Purchase" shall also mean "exchange" or "option;" "Buyer" shall also mean "Optionee;" and "Broker" shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8. "Property" shall mean all property offered for sale pursuant to this Contract as defined in Section D and E (if applicable) below.

A. TERM: This Contract begins on the 25th day of January, 2022, and shall continue until 11:59 p.m. on the 25th day of July, 2022. Provided, however, that if Seller enters into a purchase agreement, exchange agreement or option during the term of this Contract, but the closing of the sale, exchange or option will not take place until after the term of this Contract, then this Contract shall be extended to coincide with the closing date.

In the event the Property is removed from the market for periods of time that may be agreed to by Seller and any prospective Buyer as part of the contingencies to the purchase, exchange agreement or option to purchase ("Transaction Agreement"), this Contract shall be automatically extended in time for periods equal to the periods contained in the Transaction Agreement.

B. BROKER'S COMMISSION: Seller agrees to pay Broker a commission, which shall be determined and paid as, follows:

- 1. SALE: If the transaction is a sale, Seller shall pay Broker a commission of six percent (6.000 %) of the gross sales price, which shall be paid at the time of closing of the transaction when title to or an interest in the Property is transferred to Buyer.
2. EXCHANGE: If all or any part of the Property is sold or exchanged, or title is conveyed in any manner, Seller shall pay Broker a commission of six percent (6.000 %) of the gross sales price or exchange value. In the even the consideration is not set fourth as monetary value in the exchange agreement or any related purchase agreement, then the consideration for the Property shall be deemed to be the listing price set forth in this Contract.
3. OPTION: If an option is granted to a prospective Buyer, Seller shall pay Broker (\$ ----- U.S. Dollars) or six percent (6.000 %) of each payment, whichever is greater, when made to Seller to obtain, renew or extend the option. If the option is exercised, Seller shall pay Broker a commission pursuant to Section B. (1), (2), (4), (5), (6) or (7) as applicable.
4. DEFAULT: If Seller enters into a fully executed contract for sale, exchange or option and Seller defaults under that contract, then a commission in the same amount as would be payable upon a closing pursuant to this Contract shall be due immediately upon such default.
5. READY, WILLING AND ABLE PERSON: If Broker procures a written offer from a Buyer who is ready, willing and financially able to consummate the proposed transaction concerning the Property according to the terms contained in this Contract, and Seller refuses to accept the offer, Broker shall be immediately entitled to a commission in the same amount as would be payable upon a closing pursuant to this Contract.
6. SUIT BY OWNER: If Seller successfully prosecutes a suit against a Buyer who breached a purchase agreement, exchange agreement or option concerning the Property and collects all or any part of the monetary damages proximately caused by such breach as a result of trial, compromise, settlement or otherwise, Seller shall pay Broker an amount equal to one-half (1/2) of the funds received by Seller; but, the maximum amount that Seller shall be obligated to pay to Broker shall not exceed the amount of Broker's commission if the sale, exchange, or option had been consummated.
7. COMMISSION PROTECTION: Within ----- days after the Term, as it may be extended if the Property is: (i) sold, exchanged or optioned; (ii) contracted to be sold, exchanged or optioned; (iii) subject to the commencement of, resumed or continued communications to be sold, exchanged or optioned to any entity or person, or its, his or her broker or agent with whom Broker, Seller or any of their agents or employees had communications during the Term and who was identified on a list submitted to Seller within ----- days after expiration of the Term, then Seller agrees to pay Broker a commission on sale, exchange or option pursuant to Section B.

C. PRICE: Seller offers the Property for sale or exchange at a price of Two Hundred Thousand dollars (\$ 200,000.00 U.S. Dollars) upon the following terms and conditions: Cash or Conventional Mortgage

Seller offers the Property for sale, exchange or option upon any other price and terms acceptable to Seller as evidenced by Seller's execution and delivery of a written contract with respect to the Property.

(office use only)

60 D. **PROPERTY OFFERED FOR SALE:** The above price(s) includes the real estate together with all buildings and all permanent
61 improvements and fixtures attached thereto; **except the following items to be EXCLUDED (if any):**
62 Tenants' personal property and business fixtures
63

64 E. **PERSONAL PROPERTY OFFERED FOR SALE:** The above price includes the following items of personal property to
65 be INCLUDED in the sale: _____
66

67
68 (NOTE: EXCLUDE FIXTURES NOT OWNED BY SELLER SUCH AS RENTED FIXTURES AND TENANT'S TRADE
69 FIXTURES. THE PURCHASE AGREEMENT WILL DETERMINE WHAT PROPERTY IS INCLUDED OR EXCLUDED.)

70 F. **AGENCY DISCLOSURES:**

- 71 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
72 2. **Agency Relationships.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing,
73 the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the
74 Licensee is merely assisting the individual as a customer. Licensee (Broker) represents the interests of the Seller as Seller's
75 agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller.
76 However, Licensee must deal honestly with a buyer and disclose to the buyer information about the Property, including all
77 latent and patent defects in the Property, whether or not Seller believes they are minor or major in nature, and whether or
78 not they are now known or are discovered in the future. All representations made by Licensee about the Property are made
79 as the agent of the Seller. Seller is advised that the Property may be sold with the assistance of other Licensees working as
80 buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are
81 Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents
82 owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents
83 about the Property are not made as the agent of the Seller.
84 3. **Limited Agency Authorization:** Licensee or the managing broker may represent Buyer as a buyer agent. If such
85 a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be
86 different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings. If limited
87 agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:
88 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee
89 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be
90 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the
91 parties.
92 (b) That a Buyer will pay more than the offered purchase price for the Property.
93 (c) That Seller will accept less than the listed price for the Property.
94 (d) Other terms that would create a contractual advantage for one party over another party.
95 (e) What motivates a party to buy or sell the Property.

96 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any
97 party and the limited agent or among Licensees.

98 Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that
99 Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited
100 agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s)
101 arising from Licensee's(s)' role of limited agent(s).

102 G. **SELLER'S COVENANTS:** Seller agrees to cooperate with Broker and cooperating brokers fully with respect to
103 Broker's efforts to market and sell the Property. Seller agrees to refer to Broker all inquiries received relating to the sale of the
104 Property and to conduct all negotiations with prospective buyers of the Property through Broker. Seller further agrees to
105 furnish Broker any information in Seller's possession concerning the Property as Broker may reasonably request from time to
106 time including, but not limited to survey, floor plans, building plans, operating statements, rent roll, title commitment,
107 environmental reports, zoning certificates and the following: _____

108 Seller agrees to reimburse Broker for all expenses authorized in writing by Seller and incurred by Broker in advertising or
109 marketing the Property not to exceed _____
110 dollars (\$ _____ U.S. Dollars).

111 H. **SELLER'S REPRESENTATIONS:** TO SELLER'S BEST KNOWLEDGE AND BELIEF SELLER REPRESENTS AND
112 WARRANTS TO BROKER AS FOLLOWS:

- 113 1. The undersigned Seller (i) holds title to the Property in fee simple; (ii) is authorized and has the capacity to execute
114 and deliver this Listing Contract; and (iii) has the ability to convey a good and marketable title by warranty deed and/or
115 enter into a sale, exchange or option.
116 2. The Property is zoned B-2, Downtown Overlay District ; (is) (is not) located in a Historic
117 District; (is) (is not) located in a flood plain. There presently exists no defect or condition known to Seller which
118 would adversely affect market value or materially impair the fitness of the Property for its existing use **EXCEPT:**
119 _____
120 3. There are no actions, suits or proceedings pending or threatened against Seller or the Property, affecting any portion
121 of the Property, before any judicial tribunal or governmental agency, department or instrumentality, **EXCEPT:**
122 _____
123 4. There are no pending or threatened condemnation actions or special assessments of any nature with respect to the
124 Property nor has Seller received any notices of any such condemnation actions or special assessments being
125 contemplated.
126 5. There are no foreclosures pending or threatened with respect to the Property nor has Seller received any notices of

(office use only)

127 any foreclosure action being contemplated.
128 6. Seller has not received any notice in writing or otherwise from any governmental or municipal agency requiring the
129 correction of any condition with respect to the Property or any part thereof, by reason of a violation or alleged
130 violation of any applicable federal or state statute, ordinance, code or regulation, **EXCEPT:** _____
131

132 **(NOTE: SELLER AUTHORIZES BROKER TO DISCLOSE ANY OF THE INFORMATION IN SECTIONS G. AND H. TO THIRD PARTIES.)**

133 **I. MARKETING:** Seller authorizes Broker to market the Property, including but not limited to placing and removing "For Sale"
134 and other signs on the Property using electronic media and printing brochures. Seller further authorizes Broker or
135 cooperating brokers to conduct showings of the Property. Seller represents that adequate insurance will be kept in force to
136 protect Seller in the event of any damage, losses or claims arising from entry to the Property and holds harmless Broker, its
137 agents, employees, and independent contractors, from any loss, claim or damage resulting therefrom.

138 **J. INDEMNITY:** Seller agrees to indemnify, defend and hold Broker, cooperating broker, the local Board/Association of
139 REALTORS®, the MLS (if applicable), the Indiana Commercial Board of REALTORS®, Inc., and the Indiana Association of
140 REALTORS®, Inc., harmless from any and all claims, demands, liabilities, damages, losses, judgments, expenses, costs and
141 attorney fees resulting from, arising out of or relating to Seller's furnishing Broker or causing Broker to be furnished with any
142 false, incorrect, or inaccurate information or representations, or Seller's concealment of any material information. If a dispute
143 arises at any time concerning the condition of the Property, the structures, improvements permanently installed and affixed
144 thereto, Property defects, or health hazards, Seller agrees to indemnify, defend and hold harmless Broker, cooperating Broker,
145 the local Board/Association of REALTORS®, the MLS (if applicable), the Indiana Commercial Board of REALTORS®, Inc., and
146 the Indiana Association of REALTORS®, Inc. from and against any and all claims, demands, liabilities, damages, losses,
147 judgments, expenses, costs and attorney fees resulting from, arising out of or relating to such dispute.

148 **K. BROKER'S LIEN:** For purposes of this Contract, the parties understand and agree that Broker's commission is deemed to be
149 a share of the money received by Seller, and Broker shall have a lien on the funds and a lien upon the Property until the
150 commission is paid.

151 **L. EARNEST MONEY:** Earnest money shall be deposited within two banking days after acceptance of the offer into Broker's
152 escrow account until the sale is closed unless otherwise provided in the Purchase Agreement. In the event the sale is not
153 closed and the earnest money is paid to Seller, then Broker shall be entitled to one half (1/2) of the earnest money in payment
154 for services rendered, but in no event shall the amount due Broker exceed the amount of Broker's commission had the sale
155 been closed. In the event that any contract for the sale, exchange or option of the Property does not close for any reason, any
156 earnest money held by Broker shall be held until Seller, Buyer and Broker mutually agree in writing as to its disposition or until
157 the disposition is directed by a court order.

158 **M. MISCELLANEOUS PROVISIONS:** Seller and Broker acknowledge that:

- 159 1. All persons signing below as Seller have read and understand this Contract and have received a copy.
- 160 2. This Contract contains the entire agreement of the parties and cannot be changed except by their written consent.
- 161 3. This Contract is binding upon the parties' heirs, administrators, executors, successors and assigns.
- 162 4. Broker warrants that Broker holds a valid Indiana real estate license.
- 163 5. The closing of the sale shall take place at the Title Company issuing the title insurance commitment or the financial
164 institution providing a loan for the transaction.
- 165 6. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers,
166 title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and
167 contractors. Broker has no responsibility for the performance of any service provider. Seller is free to select
168 providers other than those referred or recommended to Seller by Broker.
- 169 7. If it becomes necessary for Broker to retain an attorney or initiate any legal proceedings in order to secure compliance
170 with this Contract, then, in addition to all other sums Broker may recover, Broker shall also recover court costs,
171 reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by Broker in connection
172 therewith.
- 173 8. This Contract may be transmitted between the parties electronically or digitally. The parties intend that electronically or
174 digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall
175 be promptly executed and/or delivered, if requested. This Contract may be executed simultaneously or in two or more
176 counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same
177 instrument.
- 178 9. The Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial
179 status, and handicap. The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from
180 discriminating on the basis of sexual orientation or gender identity.
- 181 10. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance,
182 protection or repair of the Property nor for the protection or custody of any personal property located thereon, unless
183 provided for in another agreement.
- 184 11. Broker's commission for services rendered in respect to any listing is solely a matter of negotiation between Broker
185 and Seller and is not fixed, controlled, recommended or maintained by the Indiana Association of REALTORS®, Inc.,
186 the Indiana Commercial Board of REALTORS®, Inc., the local Board/Association of REALTORS®, the MLS (if
187 applicable) or any person not a party to the contract. The compensation paid by a listing Broker to a cooperating
188 broker in respect to any listing is established by the listing Broker and is not fixed, controlled, recommended or
189 maintained by any persons other than the listing Broker.

(office use only)

190 N. ADDITIONAL PROVISIONS:
 191 Sale subject to Town of Highland Redevelopment Commission approval of buyer's intended use
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220 John Jurisa	_____	_____	_____
221 AGENT	IN LICENSE #	SELLER'S SIGNATURE	DATE
222	RB14015060		
223 Weichert Realtors, the Moke Agency	_____	Town of Highland Redevelopment Commission	_____
224 BROKER OR COMPANY NAME	IN LICENSE #	PRINTED	
225			
226	CO10200057		
227 ACCEPTED BY: MANAGING BROKER	_____	SELLER'S SIGNATURE	DATE
228			
229 617 N. Main Street, Crown Point, IN	46307	_____	_____
230 MAILING ADDRESS	ZIP CODE	PRINTED	
231			
232 (219)718-5531	(219)791-4690	_____	_____
233 (Area Code) TELEPHONE NUMBER/FAX NUMBER		MAILING ADDRESS	ZIP CODE
234			
235			
236		(Area Code) TELEPHONE NUMBER/FAX NUMBER	



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #F04SELL. Copyright IAR 2022



_____ (office use only)

SELLERS' ESTIMATED NET EXPENSES

1 PREPARED FOR Town of Highland Redevelopment Commission
 2815 Jewett Ave
 2 Property Address Highland, IN 46322

3 BY AGENT John Jurisa DATE January 19, 2022

4	Selling Price	\$ <u>200,000.00</u>
5	Mortgage or Contract Balance	_____
6	2nd Mortgage	_____
7	Other Loan or Debt	_____
8	Professional Service Fee <u>6.000</u> %	<u>\$12,000.00</u>
9	Mortgage Loan Discount Points _____	_____
10	Title Insurance	<u>\$982.00</u>
11	Recording Release of Mortgage	_____
12	Closing Fee <u>\$500 (1/2)</u>	<u>\$250.00</u>
13	Legal (Deed Preparation)	<u>\$75.00</u>
14	Pest Inspection	_____
15	Well and Septic Inspections	_____
16	Home Protection Plan	_____
17	Tax Proration (Up to Day of Closing)	_____
18	TAXES _____ PAYABLE <u>Exempt</u>	_____
19	TAXES _____ PAYABLE _____	_____
20	Other (SPECIFY) _____	_____
21	<u>Misc title company fees (TIEFF, CPL, wire)</u>	<u>\$75.00</u>
22	<u>Rent Prorations (Half month example)</u>	<u>\$749.00</u>
23	<u>Security Deposit transfers ? ?</u>	_____
24	ESTIMATED Total Seller's EXPENSE	\$ <u>14,131.00</u>
25	ESTIMATED NET TO SELLER	\$ <u>185,869.00</u>

26 **FIGURES SHOWN ARE ESTIMATES AND ARE NOT GUARANTEED!**

27 SELLER UNDERSTANDS THESE ESTIMATED FIGURES AND ACKNOWLEDGES RECEIPT OF A COPY.

28 _____

29 SELLER _____ DATE _____ SELLER _____ DATE _____
 Town of Highland Redevelopment Commission



Forms restricted for use by members of the
 GREATER NORTHWEST INDIANA
 ASSOCIATION OF REALTORS®, INC.



M-1

Rev. 1/00

2815 Jewett Ave
ADDRESS: Highland, IN 46322

MLS #: _____ (System assigns)

GNIAR MLS Comm./Ind./Bus. Listing Input Sheet

**Indicates Required Field*

*TRANSACTION TYPE: Sale Lease *OFFICE ID #: 769 *AGENT ID #: 1979

Co-Office ID #: _____ Co-Agent ID #: _____

*Property Subtypes(s): Retail Office Industrial Multi Family Hotel/Motel Farm/Ranch Land Mobile Home Park Special Use Other

*Area: 127 *Subdivision: Town of Highland *County: Lake

*APN (Key): 45-07-21-451-012.000-026 Address: Street #: 2815 Direction (East, West, etc.): _____

*Street Name: Jewett Suffix (St., Rd., etc.): St. Post Direction (East, West, etc.): _____

Unit #: _____ *City: Highland *Zip: 46322 Cross Street: Kennedy

*Listing Price: \$200,000.00 *Auction: Y N *Status: Active *Agreement Type: Exclusive Right to Sell Exclusive Agency Listing

*Listing Approved: Y N Show Address to Public: Y N *Publish to VOW: Y N Public Viewable: Y N

*Show Address on VOW: Y N *Show AVM on VOW: Y N *Show Comments on VOW: Y N Send to Zillow GRP: Y N

Picture Provided by: Agent Photographer Both None *Commission to Sales Office: 2.5 Percent Flat \$

Variable Rate: Y N Comment _____ Industrial Park Name _____

*Approx. Sq. Ft: 6195 *Sq. Ft. Source Agent Measured Appraisal Assessor Bldg. Plan Seller Survey

*Lot Size: .157 Ac. Sq. Ft/Acres Lot Size Source Appraisal Assessor Plat Map Seller Survey *Year Built: 1975

*Listing Date: January 25, 2022 *Expiration Date: July 25, 2022

Marketing Remarks (1000 Characters Max): Municipal owned property in bustling downtown Highland. Two leased store fronts (Restaurant and Resale Shop) plus rear garage unit with two 12 X 12 overhead doors. An amalgamation of buildings constructed between 1890 and 1975. Something for everyone! Partial basement, open garage space, downtown ambiance near the bike trails and several public parking lots. The two front tenants pay their own gas, electric, water, scavenger, and the building insurance. Each space is approx 1475 sq ft. Their combined rent is \$1499 per month. The garage area (3245 sq ft) was given a pro forma value of \$4.00/sf/year. (\$1081/month.) Taxes were calculated on the rate times the assessed value. Zoned B-2 in the Downtown Overlay District. Owned by the Highland Redevelopment Commission. Rear Garage space being used for Town equipment storage. Please submit offer with proof of funds and letter expressing buyer's vision for the building's use in bolstering downtown's economic development.

Agent-Only Remarks (500 Characters Max): Lockbox will be for back door key. Other units be discreet. The tenant you save may be your own.

*Directions to Property (250 Characters Max): Kennedy Avenue to Jewett Street. East to 2815.

Owner Name: Redevelopment Commission Owner Phone: _____ Occupant Type: Owner Proposed Const. Tenant

Vacant Occupant Name: _____ Phone to Show #: _____

*Showing Instr: Please use showing assist

Show Assist Confdtl 1: _____

Show Assist Confdtl 2: _____

Show Assist Confdtl 3: _____

THIS INFORMATION IS UNVERIFIED AND NOT GUARANTEED BY BROKER OR MLS

09-09-16

1 of 4

*Legal Description 1: Highland Lot 21 Block 14 except the East 42 feet. All Lot 22 Block 14

Legal Description 2: _____

Office File Number: _____ *Zoning: Agriculture Buso Comm Indus Resi Other *Township: North

*Lot Dimensions: 55 X 124 Lot Frontage: 55 Lot Depth: 125

New Construction: Never Occupied Under Const. Proposed Const. Cranes: _____ # of Offices: _____ Office Sq. Ft. _____

Building Dimensions: 50 x 118 x 55 x 5 x 59 x 118 Number of Stories: 1.5 Dock(s): _____

Parking Spaces: _____ Possession: _____ Subj to tnt rts Overhead Doors: 2 Clear Ceiling Height: 14

*Agent Owned/Interest: Y N *REO: Y N *Auction: Y N *Earnest Money Deposit: \$ 2,000.00

*Electronic Box Yes No *Key Box Serial # _____

Financial Data

*Total Annual Income: \$ 30,975.00

*Annual Expense Year: 2021

*Insurance Expense: \$ _____

*Heat Expense: \$ 4,320.00

*Electricity Expense: \$ _____

*Water: \$ _____

*Sewer: \$ _____

*Advertising: \$ _____

*Scavenger: \$ _____

*CAM: \$ _____

*Repairs: \$ 600.00

*Elevator: \$ _____

*Resident Manager: \$ _____

*Management Fee: \$ _____

*Taxes: \$ 3,966.00

Exemptions: _____

*Cleaning/Maintenance: \$ _____

*Supplies: \$ _____

*Miscellaneous Expense: \$ _____

*Total Annual Expense: \$ 8,886.00

*Annual Income Year: 2021

*Rental Income: \$30,975.00

*Misc. Income: _____

*Gross Annual Income: \$30,975.00

*Net Annual Income: \$22,089.00

*Advertising Expense: _____

PHOTOGRAPH REPRINT:

3 x 5 Color _____

5 x 7 Color _____

8 x 10 Color _____

Did the seller acquire ownership of the property during the past 5 years at a tax sale, Sheriff's sale, any judicial sale, or mortgage foreclosure proceeding? Yes No
If so, does seller have insurable and marketable title to said property? Yes No

Owner hereby states that they have read this listing input sheet and that the information given is true and accurate to the best of their knowledge and belief. By signature below, the parties acknowledge that a signed copy of this form will be furnished to the owner.

Owner Town of Highland Redevelopment Commission

Date _____

Owner _____

Date _____

John J. Juriss

Sales Agent/Broker/REALTOR® John Juriss

Date _____

THIS INFORMATION IS UNVERIFIED AND NOT GUARANTEED BY BROKER OR MLS
09-09-16

GNIAR MLS COMM. / IND. / BUS. LISTING INPUT

PROPERTY AMENITIES:

(1) *Air Conditioning/Ventilation:

- Central Air Chillers Exhaust Fan(s) Heat Pump
 Office Only Partial Reverse Cycle Space Total
 Wall Sleeve Window Units Zoned None

(2) *Amenities:

- Docks Community Exterior Lighting Landing Strip
 Liquor License Storage Tank-Abv. Grn Storage Tank-Blw Grn
 Other

(3) *Backup Information:

- Aerial Map Air/Mineral Rights Appraisal Assessments Unpaid
 Covenants/Restrict. Declarations/Bylaws Deed Restrict.
 Demographics Disclosure Forms Easements Engineering Rpts.
 Environment Audit Historical District Leases/Copies
 Legal Description Plans/Specs Soil Borings Soil Maps
 Soil Test/Perc Survey Tax Bill Title Reports
 Topographic Map Traffic Count Other

(4) *Ceiling Type:

- Acoustical Concrete Exposed Under Roof Plastered
 Sheet Rock Suspended Wood Panel Other

(5) *Bldg. Construction:

- Block Brick Concrete Steel Stone Wood Frame
 Other

(6) *Current Use:

- Car Lot Car Wash Church Conditional Use
 Condominium Convenience Store Entertainment Farm
 Flex Space Food Processing Bldg. Gas Station/ Auto Service Hall
 Ind./Manufact. Legal Non Conf. Liquor License Available
 Medical Office Multi Family Non Conf. Office PUD
 Recreation Research/Develop. Restaurant/Food Serv
 Retail Mall Retail -Mix Use Retail -Stand Alone
 Sing. Fam. Res. Special Use Storage Lockers
 Tavern/Bar/Lounge Timberland Truck Terminal/Yard
 Warehouse/Shop Zone Change Required Other

(7) *Docks:

- Barge/Boat Common Depressed Exterior Heat Seal
 Interior Levelers None Other

(8) *Electrical Service:

- 0-100 Amps 101-200 Amps 120 Volts 201-600 Amps
 240 Volts 3 Phase 480 Volts Buss Duc(s)
 Circuit Breakers Fuses NIPSCO Over 600 Amps
 Sep. Meters Sub Station None Other

(9) *Gas Company:

- Available NIPSCO Propane None Other

(10) *Bldg. Exterior:

- Alum/Vinyl Facia Alum/Vinyl Gutters Alum/Vinyl Windw. Trim
 Aluminum Siding Asbestos Block Brick Cedar
 Concrete Drivet Glass Log Masonite Shakes
 Slate Steel Siding Stone Stucco Vinyl
 Wood Frame Other

(11) Floor:

- Concrete Reinforced Other

(12) *Floor Finish:

- Carpet Concrete Dirt Parquet Slate/Marble
 Terrazzo Tile Varies Vinyl Wood Other

(13) * Foundation:

- Block Brick Concrete Concrete Piling
 Reinforced Caissons Steel Piling Stone Wood Other

(14) *Location:

- At Airport Business District Channel Front
 Comm./Industrial Park Corner Free Standing Ind. Park
 Lake Front Mixed Use Near Airport Office Park
 Out Lot Public Transport River Front Strip Mall
 Water Front Water View

(15) *Fire Protection:

- Alarm Monitored Alarm on Site Ansul System
 Fire Extinguishers Hydrant on Site Part Sprinklers
 Smoke/Fire Protect Sprinkler Wet Sprinklers Dry
 Stand Pipe Water Storage Tank None Other

(16) *Frontage Access:

- City Street County Road Easement Frontage Road
 Interstate Private Road Public Road Signal Intersection
 State Road Stop Sign Intersection US Highway Other

(17) *Heat/Ventilation:

- Ceiling Units Central Bldg. Heat Electric Heat Forced Air
 Gas Heat Gravity Heat Pump Hot Water Oil Heat
 Plenum Type Propane Heat Radiant Radiator
 Solar Heat Steam Wall Units Zoned None Other

(18) *Information:

- 24 Hr. Notice Req. 48 Hr. Notice Req. Confidentiality Requested
 Covenants Restrictions Exclusions CLO LAG Must Accompany
 None Other

(19) *Misc. Inside:

- ADA Compliant Atrium Cranes Elevator-Freight
 Elevator-Passenger Escalators Exercise Room Hoist
 Inside Corridors Janitor Service Lunch Room Meeting Room
 Multi Tenant Pool Private Restrooms Public Restrooms
 Shower / Locker Room Skylights Other

(20) *Phone / Internet Service:

- Cable Internet DSL ISDN Phone System Satellite
 T-1 Line T-3 Line

(21) *Misc. Outside:

- ADA Compliant Balcony Conveyor System Courtyard
 Enclosed Stairs Fire Escape Hydraulic Lift Patio
 Pipeline Crossing Pool Satellite Dish Security Gate
 Security Lighting Security Patrol Security System Sundeck
 Trash Compactor Other

THIS INFORMATION IS UNVERIFIED AND NOT GUARANTEED BY BROKER OR MLS

09-09-16

3 of 4

GNIAR MLS COMM. / IND. / BUS. LISTING INPUT

PROPERTY AMENITIES:

(22) *Parking:

- Assigned Spaces Common Parking Covered Parking
 Fee Parking Fenced Parking Garage Lighted Parking
 None on Site Open Parking Paved Parking Private Parking
 Public Parking Secured Parking Truck Parking Unpaved Parking
 Valet Off Site Valet On Site Other

(23) *Potential Use:

- Car Wash Church Conditional Use Condominium
 Convenient Stores Entertainment Flex Space Food Processing Bldg.
 Gas Station/Auto Ser Hall Ind./Manufact. Legal/Non Conf.
 Liquor License Available Medical Office Multifamily Non Conf.
 Office PUD Recreation Research/Dev. Restaurant/Food Service
 Retail Mall Retail -Mix Use Retail -Stand Alone Special Use
 Storage Lockers Tavern/Bar/Lounge Truck Terminal/Yard
 Warehouse/Shop Zone Change Required None Other

(24) *Roof Coverings:

- Comp Shingle Fiberglass Membrane Metal Reflective Coating
 Rubber Slate Tar & Gravel Tile Varies Wood Shakes
 Other

(25) *Roof Structure:

- Barrel Roof Flat Gable Gambrel HIP Mansard
 Metal Decking Pitched Pressed Concrete Steel Joist Truss
 Wood Joist Other

(26) *Rail Availability:

- Mainline Potential Siding Spur None

(27) *Terms:

- Assumable Cash Contract Conventional Lease/Purchase
 Owner Assisted Other

(28) *Tenant Pays:

- C.A.M. Electric Gas Janitorial Operating Stops
 Property Insurance RE Tax Repairs & Maint. Scavenger
 Tax Stops Water & Sewer None Other

Utilities: On Off

(29) *Utilities:

- Detention Pond Electric Near By Electricity on Site Gas Near By
 Gas on Site Holding Tanks Lift Station San. Sewer Near By
 San. Sewer on Site Septic Private Septic Required
 Storm Sewer Avail. Water Municipal Water Near By Water on Site
 Well Private Well Required Well Shared None Other

THIS INFORMATION IS UNVERIFIED AND NOT GUARANTEED BY BROKER OR MLS

09-09-16

4 of 4

PUBLIC NOTICE OF MEETINGS
Issued pursuant to I.C. 5-14-1.5 et seq.

HIGHLAND REDEVELOPMENT COMMISSION

2022 Meeting Schedule

(Approved and Adopted **January 25, 2022**)

2nd Tuesday of the Month

6:30 PM Study Session

January 11, 2022
February 8, 2022
March 8, 2022
April 12, 2022
May 10, 2022
June 14, 2022
July 12, 2022
August 9, 2022
September 13, 2022
October 11, 2022
November 8, 2022
December 13, 2022

4th Tuesday of the Month

6:30 PM Study Session,
Plenary Business Meeting
to Follow Immediately

January 25, 2022
February 22, 2022
March 22, 2022
April 26, 2022
May 24, 2022
June 28, 2022
July 26, 2022
August 23, 2022
September 27, 2022
October 25, 2022
November 22, 2022
December 27, 2022

2022 GOALS
HIGHLAND REDEVELOPMENT COMMISSION

1. **Development of Kennedy/Condit corridor of Downtown Highland – IN PROGRESS**
 - A. Determine best and highest use of property Completed
 - B. Determine potential use/projects Completed
 - C. Identify developer – Kennedy Ave property sales agreement in place Completed
 - D. Assemble properties for PUD footprint Completed
 - E. Research zoning and property use In Progress
 - F. Consider development of container market for portion of property In Progress
 - G. Identify possible financing for project 2nd Qtr
 - H. Complete Town approval process TBD

2. **Development of Business Park on South Kennedy Ave Near Main Street – IN PROGRESS**
 - A. Determine best and highest use of property - Planning Process Completed
 - B. Identify barriers to development - Planning Process In Progress
 - C. Identify developer Completed
 - D. Assemble properties for development footprint Completed
 - E. Research zoning and property use In Progress
 - F. Identify possible financing for project – Planning Process 2nd Qtr
 - G. Complete Town Approval process TBD

3. **Wayfinding Sign Project – IN PROGRESS**
 - A. Area evaluation Completed
 - B. Review of wayfinding signs in other communities Completed
 - C. Commission determination of most appropriate signage Completed
 - D. Request cost & design information Completed
 - E. Cost, design and installation quote review 1st Qtr
 - F. Consideration of maintenance and costs 1st Qtr
 - G. Approve design and placement of signage 1st Qtr
 - H. Installation (depending on delivery of product) TBD

4. **Disposition of Surplus Personal Property**
 - A. Complete process to dispose of surplus personal property salvaged from the Town Theatre. 1st Qtr

5. **Continue Commercial Property Improvement Grant Program**
 - A. Consider applications Ongoing
 - B. Review and approve grant application(s) Ongoing
 - C. Fund at least two façade grant properties (\$40K max per property) Ongoing
 - D. Allocate initial dollars for 2022 During Budget Process 4th Qtr
 - E. Review program and projects 4th Qtr

- | | |
|---|---------------------|
| 6. Retrofit or Purchase of New Downtown Highland Sign – Assigned to Lance | |
| A. Explore options for retrofit and/or new purchase | 1 st Qtr |
| B. Request quotes and design (if new sign required) | 1 st Qtr |
| C. Commission review of quotes and design work | 1 st Qtr |
| D. Commission approves quotes through resolution if necessary | 2 nd Qtr |
| E. Begin/Complete work | 3 rd Qtr |
|
 | |
| 7. Amend Highland Redevelopment Rules and Regulations | |
| A. Add rule based on IC 5-22-22 providing instruction for disposition of Redevelopment Commission acquired personal property. | 1 st Qtr |
|
 | |
| 8. Review Properties for Future Development – Requires Strategic Planning Session | |
| A. Identify potential projects and potential sites | Ongoing |
| B. Determine highest and best use | Ongoing |
| C. Review and update acquisition list if necessary | Ongoing |
| D. Continue with acquisition process when appropriate | Ongoing |
| E. Review and research zoning for property use | Ongoing |
| F. Recruit developer as necessary | Ongoing |
| G. Consider potential financing for projects | Ongoing |
| H. Determine when incentives appropriate | Ongoing |
| I. Town approval process | TBD |
|
 | |
| 9. Review Current and Expected Allocation Areas and Funds - ONGOING | |
| A. Review a list of current Allocation Areas and Funds generated | C-T Q4 2021 |
| B. Maintain a listing of Allocation Areas with Semi-Annual Distributions | Ongoing |
| C. Review current and potential projects that may utilize funds | 2 nd Qtr |
| D. Discuss fund use options by reviewing acquisition list and priorities | 3 rd Qtr |
| E. Develop a list of funding priorities and begin funding the projects | 4 th Qtr |
|
 | |
| 10. Public Offerings – SEE BELOW | |
| A. Review recent public offerings | 1 st Qtr |
| B. Public Offering of (former) Bult Oil site, Sale pending | Completed |
| C. Public Offering of Kennedy Avenue properties, Sale Pending | Completed |
| D. Public Offering of 2821 Jewett Street property; Sold/Closed | Completed |
| E. Public Offering of 2815 Jewett Street property; Public Listing pending | Completed |
|
 | |
| 11. Develop Retention/Recruitment Plan for Business | |
| A. Review revitalization and master plans | Ongoing |
| B. Review current Placemaking/efforts to assist recruitment | Ongoing |
| C. Maintain data on occupancy in the downtown | Ongoing |
| D. Advertise properties for sale & lease on the website | Ongoing |
| E. Meet with prospective businesses to locate in Highland | Ongoing |
| F. Communicate with realtors listing DT properties | Ongoing |

- G. Communicate with property owners regarding lease/sale potential Ongoing
- H. Work with Highland Main Street Ongoing

12. Highland Main Street

- A. Review HMS 2022 Plan of Work; provide feedback if appropriate 1st Qtr
- B. Appoint commissioner to serve on HMS 1st Qtr
- C. Provide assistance with recruiting new members if required Ongoing
- D. Review programs, projects and events and offer input/approval Ongoing

13. Explore Options to Develop North Kennedy/Riverfront Property Upon Relocation of Public Works Complex

- A. Determine best and highest Completed
- B. Planning for potential use(s) and barriers to development Ongoing
- C. Pursue potential developer for development of property Ongoing
- D. Begin discussions with property owners, if applicable TBD
- E. Determine if current Allocation Area is sufficient TBD
- F. Identify possible financing tools TBD
- G. Identify significant barriers to development TBD
- H. Design concepts for consideration TBD
- I. Consideration of softball fields TBD

14. Multigenerational Housing for Kennedy Ave Corridor

- A. Commission housing/commercial use study 1st Qtr
- B. Meet with developer(s) to discuss potential PUD 2nd Qtr
- C. Appraisals/assemble properties for PUD footprint 2nd Qtr
- D. Research zoning and property use 2nd Qtr
- E. Consider use of Master Developer 2nd Qtr
- F. Identify possible financing for project 3rd Qtr
- G. Begin negotiations for sale and development of properties Ongoing
- H. Understand and Offer incentives, if applicable Ongoing

COMPLETED or IN PROGRESS:

1. Downtown Lighting - COMPLETED

- A. Retrofit or replace with new Highway & Jewett Street Lighting Completed
- B. Pursue grant for project funding assistance Completed
- C. Selection of Appropriate Lighting Completed
- D. Contracts for Installation Let Completed
- E. Installation of New Lighting Completed

2. Development of Kennedy/Condit corridor of Downtown Highland – IN PROGRESS

- A. Determine best and highest use of property Completed
- B. Determine potential use/projects Completed
- C. Meet with developer(s) to discuss potential PUD Completed

D. Appraisals/assemble properties for PUD footprint	Completed
E. Research zoning and property use	In Progress
F. Consider Development of Container Market	In Progress
G. Consider use of Master Developer	Completed
H. Identify possible financing for project	Upcoming
I. Negotiations for sale/development of Redevelopment-Owned Kennedy Avenue Properties – Developer Offer Accepted Pending Town Approvals	In Progress
3. Wayfinding Sign Project	
A. Area evaluation	Completed
B. Traffic – pedestrian & vehicular – evaluation	Completed
C. Cost, installation and maintenance elements	Completed
D. Design and placement	In Progress
4. Public Offerings	
A. Review recent public offerings	1 st Qtr
B. Prepare Public Offering for (former) Bult Oil site	Completed
C. Prepare Public Offering for Kennedy Avenue properties	Completed
D. Sale of 2821 Jewett Street property	Completed
E. Continue pursuit of sale of 2815 Jewett Street property	In Progress
5. Senior Living Facility –	
A. Approvals Process	Completed
B. Shovel in the Ground	Spring 2022

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 094 REDEVELOPMENT GENERAL						
Dept 0000	MINUTE BOOK SHEETS	96105	A E BOYCE CO INC	MINUTE BOOK SHEETS	48.49	
094-0000-20003	OFFICE SUPPLIES	96112	OFFICE DEPOT, INC	OFFICE SUPPLIES	288.99	
094-0000-31001	BALANCE DECEMBER LEGAL FEES	96103	ABRAHAMSON, REED & BILSE	BALANCE DECEMBER LEGAL FEES	238.00	
094-0000-31001	DECEMBER LEGAL FEES	96104	ABRAHAMSON, REED & BILSE	DECEMBER LEGAL FEES	1,320.00	
094-0000-31003	GENERAL ENGINEERING SERVICES	96110	NIES ENGINEERING, INC.	GENERAL ENGINEERING SERVICES	69.02	
094-0000-31003	FINANCIAL PROF SERVICES	96114	SEH OF INDIANA, LLC	FINANCIAL PROF SERVICES	556.50	
094-0000-31004	JANUARY MEMBERSHIP MEETING	96106	HIGHLANDGRIFFITH CHAMBER OF	JANUARY MEMBERSHIP MEETING	20.00	
094-0000-31004	DECEMBER MEMBERSHIP MEETING	96107	HIGHLANDGRIFFITH CHAMBER OF	DECEMBER MEMBERSHIP MEETING	20.00	
094-0000-34023	HEALTH AND DENTAL INSURANCE	95883	TOWN OF HIGHLAND INS FUND (JAN 2022 HEALTH/LIFE INS PREM RED	3,044.56	
094-0000-34043	LIFE INSURANCE	95883	TOWN OF HIGHLAND INS FUND (JAN 2022 HEALTH/LIFE INS PREM RED	17.10	
094-0000-35008	FINAL UTILITIES-2821 JEWETT	95891	NISOURCE INC.	FINAL UTILITIES-2821 JEWETT	108.59	999330
094-0000-35008	UTILITIES-2811 JEWETT	95892	NISOURCE INC.	UTILITIES-2811 JEWETT	251.85	999330
094-0000-35008	DECEMBER STORMWATER PAYMENTS	96115	TOWN OF HIGHLAND UTILITIES	DECEMBER STORMWATER PAYMENTS	182.94	
094-0000-39001	2022 MEMBERSHIP DUES	96108	HIGHLANDGRIFFITH CHAMBER OF	2022 MEMBERSHIP DUES	65.00	
094-0000-39001	2022 PARTNERSHIP PACKAGE	96109	LK CO CONVEN&VISITRS BUREAU/	2022 PARTNERSHIP PACKAGE	573.75	
094-0000-39001	2022 NWIF MEMBERSHIP	96111	NORTHWEST INDIANA FORUM INC	2022 NWIF MEMBERSHIP	2,750.00	
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	95674	PAYROLL ACCOUNT	12/17PRL D/S TRANSFER REDEVELOPME	5,036.83	34681
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	95796	PAYROLL ACCOUNT	12-31PRL D/S TRANSFER REDEVELOPME	5,322.28	34772
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	95973	PAYROLL ACCOUNT	1/14PRL D/S TRANSFER REDEVELOPMEN	15,191.96	34798
Total For Dept 0000					35,105.86	
Total For Fund 094 REDEVELOPMENT GENERAL					35,105.86	
Fund 101 REDEVELOPMENT BND & INT NON-EXEMPT						
Dept 0000	PAYMENT OF PRINCIPAL	95976	HUNTINGTON NATIONAL BANK	REDEVELOPMENT DISTRICT BONDS SERI	105,000.00	
101-0000-39011	BD PAYMENT OF INTEREST	95976	HUNTINGTON NATIONAL BANK	REDEVELOPMENT DISTRICT BONDS SERI	6,352.50	
Total For Dept 0000					111,352.50	
Total For Fund 101 REDEVELOPMENT BND & INT NON-EXEMPT					111,352.50	
Fund 107 CARDINAL CAMPUS ALLOCATION						
Dept 0000	PAYMENT OF PRINCIPAL	95950	REGIONS BANK	CARDINAL CAMPUS PRINCIPAL PAYMENT	145,000.00	999332
107-0000-39012	BD PAYMENT OF INTEREST	95950	REGIONS BANK	CARDINAL CAMPUS PRINCIPAL PAYMENT	26,150.00	999332
Total For Dept 0000					171,150.00	
Total For Fund 107 CARDINAL CAMPUS ALLOCATION					171,150.00	
Fund 250 CREDIT ECON. DEV. INCOME TAX FUND						
Dept 0000	EV CHARGERS-DT PARKING LOT	95784	OZINGA ENERGY, LLC	EV CHARGERS-DT PARKING LOT	25,726.00	46804
250-0000-35010	DT EV CHARGER SIGNAGE	96113	OZINGA ENERGY, LLC	DT EV CHARGER SIGNAGE	1,765.00	
Total For Dept 0000					27,491.00	
Total For Fund 250 CREDIT ECON. DEV. INCOME TAX FUND					27,491.00	

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund Totals:						
				Fund 094 REDEVELOPMENT GENERAL	35,105.86	
				Fund 101 REDEVELOPMENT BND & INT	111,352.50	
				Fund 107 CARDINAL CAMPUS ALLOCATI	171,150.00	
				Fund 250 CREDIT ECON. DEV. INCOME	27,491.00	
					<u>345,099.36</u>	