

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION MINUTES
TUESDAY, JANUARY 25, 2022**

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 Huerter.

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

Roll Call: Commissioners present included Sean Conley, George Georgeff, Bill Leep, Cyril Huerter and Alex Robertson. A quorum was established.

Additional Officials Present: Pat Krull, School Town of Highland Representative and non-voting member to the Redevelopment Commission; Town Council Liaison, Tom Black; Scott Bilse, Abrahamson, Reed and Bilse; Kathy DeGuilio-Fox, Redevelopment Director and Lance Ryskamp, Redevelopment Assistant were present in person.

Also Present: John Jurisa, Weichert Realtors and Frank Sartini, Highland Resident.

As the first order of business Clerk-Treasurer Michael Griffin stood to publicly swear in the recently appointed commissioner, Alex Robertson, and the reappointed commissioners including Sean Conley, George Georgeff and Bill Leep. All commissioners took their seat on the dais.

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. **2022 Meeting Schedule:** Director DeGuilio-Fox directed the commissioner’s attention to the 2022 meeting schedule in their packets. She advised that the schedule was advertised by the Clerk-Treasurer in early January along with the meeting schedule for all of the town commissions and boards, however the Redevelopment Commission always approves the schedule and then advertises the exact dates rather than simply the days each month on which the meetings occur. Brief discussion ensued.
3. **2022 Redevelopment Goals:** The Commissioners were given the 2022 Redevelopment Goals report that, as they’d previously requested, indicates the goals the Commission accomplished in 2021, the goals they began to work on in 2021 as well as the 2022 goals they wished to address. Discussion ensued and focused on Commissioner Georgeff’s suggestion that the Town Council should be asked for their input on the Redevelopment Goals. Commissioner Georgeff asked Council liaison Black if he would take the 2022 goals to the council for their input.
4. **2022 Commission Appointments:** Ms. DeGuilio-Fox mentioned that Council President Zemen made his executive appointments to the Redevelopment Commission including reappointing Commissioner Conley, Commission Georgeff and Commission Leep. She also mentioned that more recently the council appointed Alex Robertson to his first term as a Redevelopment Commissioner. Though one seat remains Councilman Black reported that the Council has decided they would like to consider other individuals who’ve applied to serve before making the final appointment.
5. **Sale of 2815 Jewett:** Director DeGuilio-Fox briefly reminded the commissioners of the public offering process they’d conducted last fall at the end of which they had received no proposals.

She went on to comment that the required thirty-day waiting period expired near the end of December and so at this point they may list the property on the open market. She directed them to their packet materials and the commercial listing contract, which includes a suggested selling price, as submitted by John Jurisa, Weichert Realtors and advised that Resolution 2022-05 is on their agenda for consideration. Mr. Jurisa commented as to the contents of the contract as well as comps done on the property. Discussion ensued.

6. **Bult Oil Property Sale Update:** Ms. DeGuilio-Fox advised that the closing on the sale of the property was held at 4:30 on Thursday, January 27th. Two representatives of the Eriks family, Mary Jo Hall, Escrow Officer with Community Title, Mr. Jurisa and Ms. DeGuilio-Fox attended. Ms. DeGuilio-Fox reported that Morgan Saltsgiver, EnviroForensics, met with Dan Eriks and conducted a Phase I ESA last week. Ms. Saltsgiver will provide a full report to the Eriks' to inform them of the current environmental status of the property as well as what environmental remediation is necessary for future structures and the property.
7. **Redevelopment Director Search:** Ms. DeGuilio-Fox opened the topic by reminding the Commissioners that they currently have two applications both from internal candidates. She opened discussion regarding whether the commissioners were planning to engage GovHR to further advertise the position or even advertise via LinkedIn or on the AIM site to reach potential candidates. She suggested this is the next step for the commissioners. Commissioner Georgeff advised the next step is to interview the internal candidates before any additional advertising of the position is done. He went on to suggest that the commissioners prepare a list of interview questions and that they then be reviewed by John Reed to be certain there are no legal issues with the intended interview questions. He suggested convening an executive session would be appropriate in order to discuss the questions. Discussion ensued. It was agreed that an executive session should be advertised for February 8th after the study session so the commissioners may discuss the established set of interview questions. The commissioners then asked Ms. DeGuilio-Fox to develop the list of questions for interviewing potential candidates and submit them to John Reed for review to be certain they are lawful and ethical questions to ask of candidates. The commissioners asked Ms. DeGuilio-Fox to also advertise the intended executive session.
8. **Main Street Report:** Ms. DeGuilio-Fox reminded the commissioners that she had provided Main Street activity updates in the past. However, with the commission becoming involved in numerous other activities that report had fallen to the wayside. However, Ms. DeGuilio-Fox said she thought now that Mr. Ryskamp is attending the commissions meetings he could provide them with an update in regard to the Main Street activities and what that group has planned for 2022. The report was included in the commissioners meeting packet so they were able to follow along as the report was given. 2022 officers were reported as follows: Teri Yovkovich, President; Liz Popovich, VP; and Lance Ryskamp, Secretary. A final report was also given regarding the Downtown Essay Contest held last fall and that October 1st had been set as the date for the 2022 Makers' Market craft and art fair. It was also announced that the Main Street Bureau members decided on a new monthly event in addition to the Downtown Restaurant Crawl. The event would take place on the last Saturday of each month beginning February 26th. No questions or comments were presented.
9. **Redevelopment Commission Comments:** No comments or further business was discussed.

There being no further discussion the Redevelopment Commission study session was adjourned at 7:07 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary.

**HIGHLAND REDEVELOPMENT COMMISSION
PLENARY BUSINESS MEETING MINUTES
TUESDAY, JANUARY 25, 2022**

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 7:07 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 Sean Conley, George Georgeff, Bill Leep, Cy Huerter and Alex Robertson were present in person at Town Hall. A quorum was established.

Additional Officials Present: Pat Krull, School Town of Highland Representative and non-voting member to the Redevelopment Commission; Town Council Liaison, Tom Black; Highland Clerk-Treasurer Michael Griffin; Scott Bipse, Abrahamson, Reed and Bipse; Kathy DeGuilio-Fox, Redevelopment Director; and Lance Ryskamp, Redevelopment Assistant were present in person.

Also Present: John Jurisa, Weichert Realtors; and Frank Sartini, Highland resident.

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 George Georgeff made a motion to approve the minutes as presented. Commissioner Sean Conley seconded the motion. There being no corrections or discussion the minutes of the December 14, 2021 study session and plenary business meeting, December 20, 2021 Special Meeting and January 11, 2022 study session were approved as presented by a voice vote of five affirmatives and zero negatives.

Special Orders: Redevelopment Director DeGuilio-Fox explained that according to Indiana Statute, Town of Highland ordinance and Highland Redevelopment Rules & Regulations new officers are to be elected at the first plenary business meeting of each year.

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. Commission President Cy Huerter asked if there were any nominations for President. Commissioner George Georgeff nominated Sean Conley. Mr. Huerter asked if there were any other nominations. There being none he called for a second to the nomination of Commissioner Sean Conley. Commissioner Bill Leep seconded the motion. Upon a roll call vote of five affirmatives and zero negatives Commissioner Sean Conley was elected president of the Highland Redevelopment Commission for 2022. The president’s seat was immediately turned over to the new president.
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. President Sean Conley asked if there were any nominations for Vice President. Commissioner Cy Huerter nominated Commissioner Georgeff to be Vice President. President Conley asked if there were any other nominations for Vice President. No additional nominations were heard. President Conley asked if there was a second. Commissioner Leep seconded the nomination of Commissioner Georgeff. Director DeGuilio-Fox asked if President Conley wished for a roll call vote. Upon a roll call

vote of five affirmatives and zero negatives Commissioner George Georgeff was elected Vice President.

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. President Sean Conley asked if there were any nominations for Secretary. Commissioner Cy Huerter nominated Commissioner Bill Leep to be Secretary. No additional nominations were heard. President Conley asked if there was a second. Commissioner Georgeff seconded the motion. Upon a roll call vote of five affirmatives and zero negatives Commissioner Bill Leep was elected Secretary.

Public Comment: Commission President Conley asked if there were any public comments. Director DeGuilio-Fox acknowledged that there was one member of the public in attendance and asked if he would like to introduce himself. Mr. Frank Sartini introduced himself mentioning that he'd graduated from Highland High School and had lived outside of Highland for some time. However, he stated that now that he has moved back he would like to get involved which is the reason he was attending the redevelopment commission meeting. Commissioner Huerter welcomed Mr. Sartini and encouraged him to get involved in the community in some way.

Communications: None

Unfinished Business and General Orders: None

New Business:

1. **Consideration of London Witte Group Municipal Advisors Engagement Letter.** Ms. DeGuilio-Fox reminded the Commissioners that London Witte Group had advised them during the process to approve the senior living project. She apologized that the engagement letter was dated September 2021 but that she had only recently received the letter on January 11, 2022 and had added it to the commissioner's agenda the first opportunity she had for them to consider it. Commissioner Leep reminded the other commissioners that the London Witte Group, Jenifer Hudson, was who they had received services from. Discussion ensued. Commissioner Leep asked if a motion and second was required to approve and accept the London Witte Group Engagement Letter. Ms. DeGuilio-Fox advised that it was indeed necessary. Commissioner Leep made a motion to accept the London Witte Group Municipal Advisors Engagement Letter. George Georgeff seconded the motion. There was no further discussion. President Conley asked for a roll call vote. The London Witte Group Municipal Advisors Engagement Letter was approved by a roll call vote of five affirmatives and zero negatives.
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.** Commission President Conley asked if this agreement is with NIES Engineering. Director DeGuilio-Fox responded in the affirmative and advised that Derek Snyder would once again be the engineer working with the commission should they require NIES services. Discussion ensued. All of the commissioners agreed that Derek Snyder had done an outstanding

job for the Redevelopment Commission especially during consideration of replacement of the downtown decorative streetlight luminaires. There being no additional discussion Commissioner Georgeff moved to approve Resolution 2022-01. President Conley asked if there was a second. Commissioner Leep seconded the motion. There being no further discussion a roll call vote was taken. The motion passed with a vote of five affirmatives and zero negatives.

3. **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.** Director DeGuilio-Fox reminded the commissioners of the services provided by Dan Botich representing SEH of Indiana. President Conley called for a motion to approve Resolution 2022-02. Commissioner Cy Huerter moved to approve. Commissioner George Georgeff seconded the motion. There being no further discussion a roll call vote was taken. The motion passed with a vote of five affirmatives and no negatives.
4. **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.** President Conley advised this is for the law offices of Abrahamson Reed and Bilse. Commissioner Georgeff moved for adoption. Commissioner Leep seconded the motion. Discussion ensued. There being no further discussion a roll call vote was taken. Resolution 2022-03 was adopted and approved by a roll call vote of five affirmatives and zero negatives.
5. **Resolution 2022-04: Allocation Area Budget Determination and Authorization.** Director DeGuilio-Fox advised that this is the first time for consideration of a resolution such as this. She went on to explain that it has been requested by the Department of Local Government Finance for budgetary records of allocation areas, in this case the Cardinal Campus Allocation Area, and that they require only redevelopment commission approval. There being no discussion Commissioner Cy Huerter moved for adoption. Commissioner Bill Leep seconded the motion. He also explained to new commissioner, Alex Robertson, that this is specific to the Cardinal Campus Allocation Area regarding which there has been much misinformation. President Conley asked for a roll call vote. Upon a vote Resolution 2022-04 passed by a vote of five affirmatives and zero negatives.
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.** This resolution approves not only the commercial listing but also the selling price recommended by the listing agent. Commissioner Leep moved to approve Resolution 2022-05. Commissioner Huerter seconded the motion. Commissioner Georgeff advised he would abstain from voting due to his professional relationship with a party he knows to be interested

in the purchase of 2815 Jewett. President Conley asked if this was a standard listing agreement such as the commission has accepted previously. Upon a roll call vote Resolution 2022-05 was approved and adopted by a vote of four affirmatives, zero negatives and one abstention.

7. **Authorization of the 2022 Highland Redevelopment Commission Schedule.** Having been previously discussed there was no further discussion. President Conley asked for a motion to authorize. Commissioner Huerter moved to authorize the 2022 Highland Redevelopment Commission study session and plenary business meeting schedule. Commissioner Leep seconded the motion. Upon a roll call vote authorization for the 2022 schedule passed by a vote of five affirmatives and zero negatives.

8. **Approval of 2022 Highland Redevelopment Commission Goals.** Commissioner Georgeff suggested this item be deferred until a later date after the Highland Town Council has reviewed the list of goals and provided feedback. A voice vote was taken to approve deferral of the 2022 Highland Redevelopment Commission Goals until further notice. Deferral of further discussion and/or approval passed by a vote of five affirmatives and zero negatives.

Action to Pay Accounts Payable Vouchers: Commissioner Bill Leep made a motion to pay accounts payable vouchers as filed on the pending accounts payable docket, covering the period December 16, 2021 through January 26, 2022 and the payroll dockets for December 17, 2021, December 31, 2021 and January 14, 2022 in the total amount of \$25,551.07. Commissioner Cy Huerter seconded the motion to approve the Accounts Payable Vouchers. There being no discussion, Commission President Conley called for a roll call vote. Upon a roll call vote the motion passed with five affirmatives and no negatives.

Vendors Accounts Payable Docket:

Redevelopment General Fund, \$35,105.86; Highland Economic Development, \$0.00; Redevelopment Capital Fund, \$0.00; Downtown Redevelopment District Allocation Area, \$0.00; Redevelopment Bond & Interest, \$111,352.50; CEDIT Economic Development Income Tax Fund, \$27,491.00 and Cardinal Campus Allocation Area, \$171,150.00. Total: \$345,099.36.

Payroll Docket for Payday December 17, 2021, December 31, 2021 and January 14, 2022:
Redevelopment Department: Total Payroll: \$25,551.07.

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

Next Meeting: President Conley advised that the next Study Session is scheduled for Tuesday, February, 2022 and will convene at 6:30 PM. The next Plenary Business Meeting is also scheduled for Tuesday, February 22, 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, February 9, 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, January 25, 2022 meeting of the Highland Redevelopment Commission was adjourned at 7:38 PM.

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

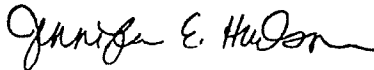
CONCLUSION

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: Den Coyle
Title: President

By: Michelle Cox
Title: Secretary

Date: 1-25-2022

**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 contracts by statute; and

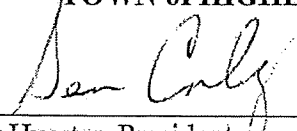
Whereas, The Redevelopment Commission does from time to time need general engineering services and consulting to carry out its duties; and,

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.

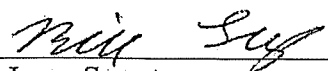
DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Highland, Lake County, Indiana, this 25th day of January, 2022 having passed by a vote of 5 in favor and 0 opposed.

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



Cy Huenter, President
Sean Conkey

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

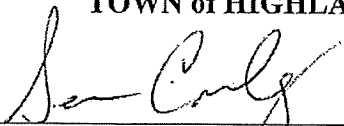
Whereas, The Redevelopment Commission does from time to time need financial advice and general redevelopment consulting to carry out its duties; and,

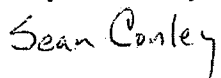
Now Therefore Be It Hereby Resolved by the Highland Redevelopment Commission, Highland, Lake County, Indiana:

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.

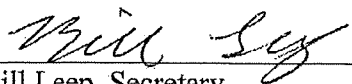
DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Highland, Lake County, Indiana, this 25th day of January, 2022 having passed by a vote of 5 in favor and 0 opposed.

**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

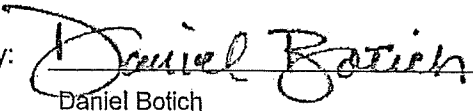
retained independent registered "municipal advisor," who will advise the Client on such recommendations related to "municipal financial products."

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

Town of Highland, Indiana Redevelopment Commission

By: 
Daniel Botich

By: 

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

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.

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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

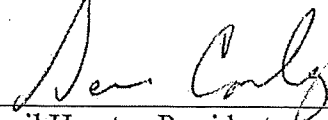
Whereas, The Redevelopment Commission needs legal advice to carry out its duties; and,

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..

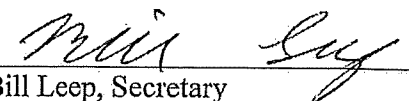
DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Highland, Lake County, Indiana, this 25th day of January, 2022 having passed by a vote of 5 in favor and 0 opposed.

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



Cyril Huarter, President
Sean Conley

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: jpratlaw@aol.com

January 5, 2022

VIA EMAIL: kdegilio-fox@highland.in.gov
Kathy Degilio-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*

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HAROLD ABRAHAMSON
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JOHN P. REED

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:

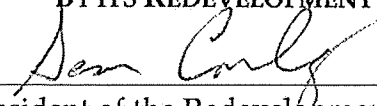
CARDINAL CAMPUS ALLOCATION AREA

| | | |
|----------------|------------------------|----------------------|
| 107-0000-39011 | Payment of Principal | \$ 290,000.00 |
| 107-0000-39012 | Payment of Interest | \$ 51,575.00 |
| 107-0000-39013 | Payment of Trustee Fee | \$ 1,250.00 |
| | | <u>\$ 342,825.00</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;

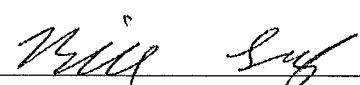
Duly Approved, Resolved and Adopted by the Redevelopment Commission of the Town of Highland, Lake County, Indiana, this **25th** day of **January, 2022** by a vote of 5 in favor and 0 opposed.

**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

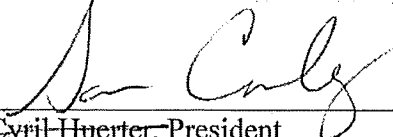
Whereas, The Redevelopment Commission does from time to time need general real estate and brokerage services to carry out its duties; and,

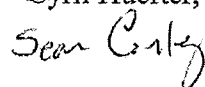
Now Therefore Be It Hereby Resolved by the Highland Redevelopment Commission, Highland, Lake County, Indiana:

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.

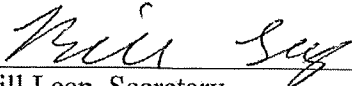
DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Highland, Lake County, Indiana, this **25th day of January, 2022** having passed by a vote of 4 in favor and 0 opposed, and 1 abstention.

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

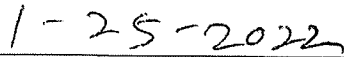


Cyril Huertter, President


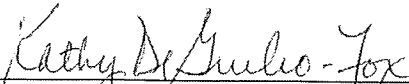
ATTEST:



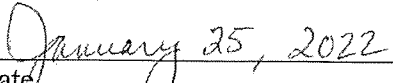
Bill Leep, Secretary



Date



Kathy DeGuilio-Fox, Redevelopment Director



Date

Resolution 2022-05
Executed January 25, 2022

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

| Fund | Dept | Account | Description | Ref # | Vendor | Invoice Description | Amount | Check # |
|--|-------|---------|------------------------------|-------|-----------------------------|-----------------------------------|-----------|---------|
| 094-0000 | 0000 | 20003 | MINUTE BOOK SHEETS | 96105 | A E BOYCE CO INC | MINUTE BOOK SHEETS | 48.49 | |
| 094-0000 | 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 | HIGHLANDREFRESH CHAMBER OF | JANUARY MEMBERSHIP MEETING | 20.00 | |
| 094-0000 | 31004 | | DECEMBER MEMBERSHIP MEETING | 96107 | HIGHLANDREFRESH 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 | HIGHLANDREFRESH CHAMBER OF | 2022 MEMBERSHIP DUES | 65.00 | |
| 094-0000 | 39001 | | 2022 PARTNERSHIP PACKAGE | 96109 | IK CO CONVENTSTRS BUREAU/ | 2022 PARTNERSHIP PACKAGE | 573.75 | |
| 094-0000 | 39001 | | 2022 NWTF MEMBERSHIP | 96111 | NORTHWEST INDIANA FORDY INC | 2022 NWTF MEMBERSHIP | 2,750.00 | 34681 |
| 094-0000 | 45200 | | REDEVELOP GEN TRANSFER GROSS | 95674 | PAYROLL ACCOUNT | 12/17PRL D/S TRANSFER REDEVELOPME | 5,036.83 | 34772 |
| 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 REDEVELOPME | 15,191.96 | 34798 |
| Total For Dept 0000 | | | | | | | 35,105.86 | |
| Total For Fund 094 REDEVELOPMENT GENERAL | | | | | | | 35,105.86 | |

| | | | | | |
|--|-----------|---------|--------------------------|------------|---------|
| Fund 101 | Dept 0000 | ACCOUNT | DESCRIPTION | AMOUNT | CHECK # |
| 101-0000 | 39011 | | PAYMENT OF PRINCIPAL | 105,000.00 | |
| 101-0000 | 39012 | | HUNTINGTON NATIONAL BANK | 6,352.50 | |
| Total For Dept 0000 | | | | 111,352.50 | |
| Total For Fund 101 REDEVELOPMENT BND & INT NON-EXEMP | | | | 111,352.50 | |

| | | | | | |
|---|-----------|---------|------------------------|------------|---------|
| Fund 107 | Dept 0000 | ACCOUNT | DESCRIPTION | AMOUNT | CHECK # |
| 107-0000 | 39011 | | PAYMENT OF PRINCIPAL | 145,000.00 | 999332 |
| 107-0000 | 39012 | | BD PAYMENT OF INTEREST | 26,150.00 | 999332 |
| Total For Dept 0000 | | | | 171,150.00 | |
| Total For Fund 107 CARDINAL CAMPUS ALLOCATION | | | | 171,150.00 | |

| | | | | | |
|--|-----------|---------|----------------------------|-----------|---------|
| Fund 250 | Dept 0000 | ACCOUNT | DESCRIPTION | AMOUNT | CHECK # |
| 250-0000 | 35010 | | EV CHARGERS-DT PARKING LOT | 25,726.00 | 46804 |
| 250-0000 | 35010 | | 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 | |

01/18/2022 04:03 PM

User: CRK
DB: Highland

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND

Invoice Line Desc Ref # Vendor Invoice Description Amount Check #

EXP CHECK RUN DATES 12/16/2021 - 01/26/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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 |

345,099.36