

**HIGHLAND REDEVELOPMENT COMMISSION  
STUDY SESSION MINUTES  
MONDAY, March 6, 2017**

Members of the Highland Redevelopment Commission (“RC”, “Commission”) met on Monday, March 6, 2017 at 6:09 PM in the Upper Conference Room within the Municipal Building at 3333 Ridge Road, Highland, Indiana. Town Council President, Dan Vassar called the meeting to order. Minutes were prepared by Cecile Petro, Redevelopment Director.

**ROLL CALL:** The Town Council made appointments to the Commission at their February 27, 2017 meeting. Four Councilmen including Dan Vassar, Bernie Zemen, Steve Wagner and Mark Herak were appointment. The fifth Commissioner appointed was Clerk-Treasurer Michael Griffin. Also in attendance were School Town Commissioner Pat Krull, and Redevelopment Director Cecile Petro. Former Redevelopment Commissioner and current IT Director Ed Dabrowski and Advisory Board of Zoning Appeals member Susan Murovic were in the audience.

**General Substance of the Discussion**

**Oath of Office**

Clerk-Treasurer Michael Griffin administered the oath of office to the four Town Councilmen. Deputy Clerk-Treasurer Katie Minchuk administered the oath of office to Mr. Griffin earlier in the day.

**Agenda for Public Meeting**

Commissioners reviewed the Public Meeting agenda. Claims will be available for approval at the next meeting scheduled for March 20, 2017. An amended Façade Improvement Grant Application from Vyto’s Pharmacy had not been received. Therefore, that item was removed from the Public Meeting agenda. Resolution 2017-07, a resolution authorizing a contract with Rose Real Estate, Inc. for real estate management services was discussed. It will be postponed until the applicant has the correct language in the agreement to allow for reimbursement rather than upfront charges. Two agreements with the owner of 2817-2819 Jewett were moved from the Study Session agenda to the Public Meeting agenda for Commission approval.

**Properties Located Between Garfield, Condit, and Kennedy Avenues**

A request for demolition quotes was sent out to three companies for 8610, 8612, 8616, and 8620 Kennedy Avenue. The request asked for quotes that would demolish all of the properties at one time and three other quotes that provide for a combination of phasing the demolition.

One appraisal has been completed for 8608 Kennedy and another will begin soon. Appraisals for properties located at 2712, 2720, and 2733 Condit, 8600 Kennedy, and 2726 Garfield will start this month. Two more property owners have not, as yet, returned phone messages.

Study Session ended at 7:02 PM for the Public Meeting.

**HIGHLAND REDEVELOPMENT COMMISSION  
PUBLIC MEETING  
March 6, 2017**

The Highland Redevelopment Commission (“Commission”, “RC”) met in a Public Meeting on March 6, 2017 at 7:02 PM in the Upstairs Conference Room within the Municipal Building at 3333 Ridge Road, Highland, Indiana. Town Council President, Dan Vassar, called the meeting to order. Taking minutes for the meeting was Director Petro.

**ROLL CALL:**

Present on roll call included Redevelopment Commissioners Dan Vassar, Bernie Zemen, Steve Wagner, Michael Griffin, and Mark Herak. Also in attendance were School Town of Highland Commissioner Pat Krull and Director Cecile Petro. Former Redevelopment Commissioner and current IT Director Ed Dabrowski and Advisory Board of Zoning Appeals member Susan Murovic were in the audience.

**MINUTES OF PREVIOUS SESSIONS:**

Commissioner Griffin made a motion to approve the minutes as written for the Public Meeting and Study Session of February 8, 2017 and the Study Session of February 22, 2017. Commissioner Vassar seconded the motion. **Motion carried by voice vote.**

**PUBLIC COMMENTS: None**

**SPECIAL ORDERS:**

Commissioner Vassar made a motion to elect Commissioner Bernie Zemen President of the Commission. Commissioner Wagner seconded the motion. **Motion passed by voice vote.**

**COMMUNICATIONS: None**

**UNFINISHED BUSINESS AND GENERAL ORDERS:**

Commissioner Griffin made a motion to approve Resolution 2017-02, A Resolution of the Highland Redevelopment Commission Approving a Retainer Agreement with SEH for Financial Professional Services and General Redevelopment Consulting to the Highland Redevelopment Commission for 2017. Commissioner Wagner seconded the motion. During discussion on the motion, Commissioner Griffin stated that there is a need for these financial services to assist with the Commission’s organizational capacity. **Motion carried with a roll call vote of three votes in favor of the motion and two against the motion. Commissioners Zemen and Herak voted against the motion.**

**NEW BUSINESS:**

Commissioner Wagner made a motion to postpone a vote on approving Resolution 2017-03, A Resolution of the Highland Redevelopment Commission to Provide Preliminary Approval for an Application by Vyto’s Pharmacy (Nathan Damasius) for a Façade Improvement Grant for Property Located at 8845 Kennedy Avenue until the applicant has materials prepared for Commission action. Commissioner Griffin seconded the motion. **Motion passed by voice vote.**

Commissioner Vassar made a motion to approve Resolution 2017-04, A Resolution of the Highland Redevelopment Commission to Provide Reimbursement for a Façade Improvement Grant to Mr. Thomas Porter for Property Located at 2929 Highway Avenue. Commissioner Griffin seconded the motion. **Motion carried by voice vote.**

Commissioner Herak made a motion to approve Resolution 2017-05, A Resolution of the Highland Redevelopment Commission Authorizing a Contract with Thunder Road Productions for Car Cruise Consulting and Organizational Services. Commissioner Wagner seconded the motion. **Motion passed by voice vote.**

Commissioner Griffin made a motion to authorize a contract, in principle, with Rose Real Estate (Resolution 2017-07); however, he noted that the accounting procedures outlined within the contract would need to be changed before the contract could be approved at the next meeting. Commissioner Vassar seconded the motion. **Motion passed by voice vote.**

Commissioner Herak made a motion to add two items to the agenda. Commissioner Vassar seconded the motion to add two agreements with the owner of 2817 & 2819 Jewett Street. **Motion carried by voice vote.**

Commissioner Herak made a motion to allow the Redevelopment Director to sign two agreements with the owner of 2817 & 2819 Jewett Street. The first agreement allows for a mural to be placed on the east exterior of 2819 Jewett Street by Highland Main Street. The second agreement allows for a doorway to be opened between 2815 Jewett Street (owned by the Redevelopment Commission) and 2817 Jewett Street (owned by Mr. David McConathy). Commissioner Griffin seconded the motion. **Motion passed by voice vote.**

By general consent, Commissioners scheduled a plenary session at their next meeting on March 20, 2017, as advertised. A full 2017 meeting schedule will be provided at the next public meeting.

**ACTION TO PAY ACCOUNTS PAYABLE VOUCHERS:**

Claims will be prepared for approval at the next meeting.

**BUSINESS FROM THE COMMISSIONERS: None**

**NEXT MEETING:**

The next Public Meeting will be held on March 20, 2017, at 8:00 PM. A Study Session will precede the meeting at 7:30 PM and it may reconvene following the Public meeting. The next full Study Session will be held on April 17, 2017 at 6:00 PM. The next Highland Main Street meeting will be held on Thursday, April 6, 2017 at 6:30 PM. All meetings will take place in the town hall.

**ADJOURNMENT:** Commissioner Vassar made a motion to adjourn the meeting. Commissioner Herak seconded the motion. **Motion carried by voice vote to adjourn the meeting at 8:21 PM.**

**HIGHLAND REDEVELOPMENT COMMISSION  
STUDY SESSION RECONVENED  
March 6, 2017**

The Highland Redevelopment Commission (“Commission”, “RC”) reconvened at 8:25 PM in the Upper Conference Room of the Municipal Building at 3333 Ridge Road, Highland, Indiana.

**ROLL CALL:** Present on silent roll call included Commissioners: Bernie Zemen, Dan Vassar, Michael Griffin, Mark Herak, and Steve Wagner. Also in attendance were School Town of Highland Commissioner Pat Krull and Director Petro.

**General Substance of the Study Session**

**Prairie and Main**

Commissioners Wagner and Griffin stated that they would be available to meet with a potential developer for the property located at the northeast quadrant of Prairie and Main for the purpose of discussing incentives.

**Kennedy and Main**

The Commission directed Ms. Petro to continue to explore possible higher and better uses for the property.

**8001 Kennedy**

Commissioners discussed various locations to move the Public Works facility and possibly Sharp Athletic Complex. The Director will set up meetings as appropriate. Commissioners Zemen and Wagner will participate.

**3341 Ridge Road**

The owner of 3341 Ridge Road has requested incentives to improve his property. The Commission stated that the owner did not qualify under any current program, at this time.

**Visual Barrier for the East Side of South Indianapolis Boulevard**

Commissioners reviewed several different examples of visual and sound barriers. They reached a consensus on a cement and green plant option, if possible. The Director will report back to the Commission after meeting with those involved in the bridge reconstruction, including INDOT, American Structurepoint, contractors, utility companies, and Highland Public Works.

**Senior Housing**

The developers of a possible senior housing development would like to meet with the Commission in April. They have some of the property under contract and will be starting their market research soon.

Study Session ended at 9:29 PM.

**THE TOWN of HIGHLAND  
REDEVELOPMENT COMMISSION RESOLUTION NO. 2017-02**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION  
APPROVING A RETAINER AGREEMENT FOR FINANCIAL PROFESSIONAL  
SERVICES AND GENERAL REDEVELOPMENT CONSULTING TO THE  
HIGHLAND REDEVELOPMENT COMMISSION FOR 2017**

**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 includes performing all acts incident to the statutory powers and duties of a redevelopment commission; and

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

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

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

**Now Therefore Be it hereby Resolved** by the Highland Redevelopment Commission, Lake County, Indiana:


That it is in the best interest of the Town to enter into a Retainer Agreement with SEH of Indiana for the year 2017.

**DULY, PASSED and RESOLVED** by the Highland Redevelopment Commission, Lake County, Indiana, this 6th day of March, 2017 having passed by a vote of 3 in favor and 2 opposed.

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

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Town of Highland, Indiana Redevelopment Commission ("Client"), and SEH of Indiana, LLC ("Consultant"), effective March 9, 2016, this Supplemental Letter Agreement dated January 5, 2016 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the project described as:

To perform certain professional services (the "Basic Services") during the fiscal year 2017 in connection with general consulting and statutory reporting requirements, planning, redevelopment planning, economic development planning and financial incentivization of business retention, expansion and development prospect projects within the Client's Redevelopment District (the "Project").

**Client's Authorized Representative:** Cecile Petro, Redevelopment Director  
**Address:** 3333 Ridge Road  
Highland, IN 46322  
**Telephone:** 219.972.7598 **email:** cpetro@highland.in.gov

**Project Manager:** Daniel Botich, Sr. Economic Development Professional  
**Address:** 9200 Calumet Avenue, N300  
Munster, IN 46321-2885  
**Telephone:** 219.513.2516 **email:** dbotich@sehinc.com

**Scope:** The Basic Services to be provided by Consultant:

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

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

1. Assistance in the preparation of annual reporting of the Client's prior year activities to the Town of Highland's executive and legislative body, including the filing of said report with the Indiana Department of Local Government Finance (the "DLGF"), as required by Section 13 of the Act.
2. Assistance in the preparation of an annual Notice of Captured Assessment to the Office of the Lake County, Indiana Auditor, the Town of Highland's executive and legislative body 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. In communication with and assistance to the Client's municipal advisor, bond counsel and local counsel in the preparation of 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.
9. Upon request, attendance at various meetings with the Client and/or Client's staff, Town administration as requested by the Client or Client staff, including public presentations and/or public hearings on the Tax Abatement approval process or a proposed redevelopment project area or designation of an allocation area to discuss TIF and other alternatives to finance capital improvements projects and infrastructure required to stimulate economic development within the Client's Redevelopment District.

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

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

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

**Schedule:** Professional services to be provided from January 1, 2017 through December 31, 2017, as required or as needed pursuant to scope of services identified. A schedule of professional services to be provided shall be determined by the Client and the Consultant based upon an understanding of the professional services required or applicable statutory deadline(s) for submission.

**Payment:** The estimated fee is subject to a not-to-exceed amount of \$10,000, excluding expenses which includes those identified and set forth in attached Exhibit A-1, currently estimated at \$500.

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

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

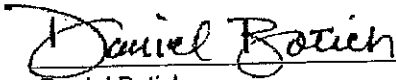
Reference Exhibit C titled Independent Municipal Advisor Exemption as attached hereto which:

1. The Client is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the "independent municipal advisor" exemption from the definition of "advice".
2. The Client will notify the Consultant of the name and contact information: (i) of currently engaged or retained an independent registered "municipal advisor" or (ii) in a reasonable time, of an engaged or retained independent registered "municipal advisor," who will advise the Client on such recommendations related to "municipal financial products."
3. The Client understands that the Consultant is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.

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**SEH of Indiana, LLC**

By:



Daniel Botich

Title:

Sr. Economic Development Professional

**Town of Highland, Indiana Redevelopment Commission**

By:



Title:

Redevelopment Director



**Exhibit A-1**  
**to the Supplemental Letter Agreement**  
**Between Town of Highland, Indiana Redevelopment Commission (Client)**  
**and**  
**SEH of Indiana, LLC (Consultant)**  
**Dated January 5, 2017**

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

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

**A. Hourly Basis Option**

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

Employee Name	Billing Title	Hourly Rate
Miller, Beth M.	Designer/GIS	\$ 90.00
Gray, Bonnie L.	Senior Administrative Assistant	\$ 90.00
McJames, Alizabeth	Accounting Administrator	\$ 110.00
Keith, Eric T.	Project Planner	\$ 100.00
Oman, Richard P.	Licensed Land Surveyor/GIS	\$ 130.00
Botich, Daniel A.	Senior Economic Development Professional	\$ 200.00

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

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

**B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

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**Exhibit C**  
**Independent Municipal Advisor Exemption**  
**Dated January 5, 2017**

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

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

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

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

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

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Phone

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

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

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

**Exhibit C**  
**Independent Municipal Advisor Exemption**  
**Dated January 5, 2017**

The personnel of the "municipal advisor" who will advise the Client on such recommendations have represented to Client that they have not been associated with the Consultant within the two years prior to the date of this certificate. This certificate may be relied upon until December 31, 2017.

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

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

*Cecile L. Petro*

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

*Redevelopment Director*

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

*Cecile L. Petro*

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

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR  
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA  
REGARDING HIRE OF UNAUTHORIZED ALIENS**

*Affidavit pursuant to IC 22-5-1.7-11*

State of Indiana        )  
                                  )  
County of Lake         )        SS:

**A F F I D A V I T**

I, the undersigned, authorized representative, authorized officer or agent of **SEH of Indiana, LLC** hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

**FURTHERETH AFFIANT SAYETH NOT.**

Signed: *Jessie J. Schudy*, Affiant.

**Certificate of Notary**

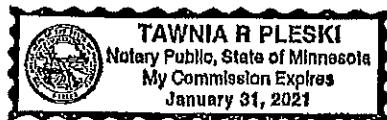
On this 7<sup>th</sup> day of March, 2017, before me personally came and appeared the Affiant herein named, known and known to me to be the Individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

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

My commission expires: 1-31-2021

County of Residence: Ramsey

(seal)



*Tawnia R Pleski* NOTARY

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO CONTRACT FOR  
PROFESSIONAL SERVICES TO BE PROVIDED TO TOWN OF HIGHLAND**  
(as required by Indiana SEA 590, effective July 1, 2011)

INSERT THE FOLLOWING FOR PUBLIC CONTRACTS FOR PUBLIC WORKS OR SERVICES:

**Verification of Work Eligibility Status**

1. SEH of Indiana, LLC, (hereinafter called  
"Contractor") understands and agrees that:

- (A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.
- (B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

*This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).*

**Indiana Code Citation Relevant**

**IC 22-5-1.7-2 "Contractor"**

Sec. 2. As used in this chapter, "contractor" means a person that:

- (1) has entered into; or
- (2) is attempting to enter into;

a public contract for services with a state agency or political subdivision.

**IC 22-5-1.7-6 "Public contract for services"**

Sec. 6. As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.

**IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program**

Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:

(1) the public contract contains:

- (A) a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
- (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and

(2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

**Resolution No. 2017-04**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT  
COMMISSION TO PROVIDE REIMBURSEMENT FOR A FAÇADE  
IMPROVEMENT GRANT TO MR. THOMAS PORTER FOR  
PROPERTY LOCATED AT 2929 HIGHWAY AVENUE**

WHEREAS, the Highland Redevelopment Commission (the "Commission"), governing body of the Town of Highland Department of Redevelopment (the "Department"), and the Redevelopment Area of the Town of Highland, Indiana (the "Redevelopment District"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953 which has been codified in IC 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Commission on May 28, 1997, adopted Resolution No. 1997-01 declaring the Highland Redevelopment Area to be an area in need of redevelopment within the meaning of the Act; and

WHEREAS, Resolution No. 1997-01 was confirmed by the Commission with the adoption of Resolution No. 1997-02 on July 8, 1997; and

WHEREAS, Subsequent Resolutions, No. 2003-01, No. 2005-11, No. 2006-10, No. 2007-08, and No. 2008-09 confirmed expansion of the Redevelopment Area; and

WHEREAS, the Commission accepted the 2007 Comprehensive Plan for the Highland Redevelopment Area on March 14, 2007; and

WHEREAS, the Commission has prepared, developed and approved the Supplement to the Highland Municipal Code, Section 214.180: RD-Redevelopment District (Architectural and Design Standards and Guidelines for the Redevelopment Area); and

WHEREAS, the Commission from time to time may develop a program to improve the downtown; and

WHEREAS, the Commission through its 2017 budget approved the Façade Improvement Grant Program which is intended to provide financial assistance for significant exterior building façade improvement in the Highland Downtown Redevelopment Area; and

WHEREAS, the goal of the program is to attract retail growth, additional business traffic, and catalyze investment through improved aesthetics; and

WHEREAS, Mr. Thomas Porter originally applied for a grant totaling \$38,730.00, of which and not to exceed 30% or \$11,619.00, would be reimbursed to him upon completion of the work with approved receipts. This amount was approved with Resolution No. 2016-19 on July 13, 2016 by the Redevelopment Commission. However, upon completion of the work, the actual total was \$39,496.51. The Commission's do not exceed amount was based upon the initial estimate, and thus, the 30% of the original estimate will be reimbursed for a total of \$11,619.00.

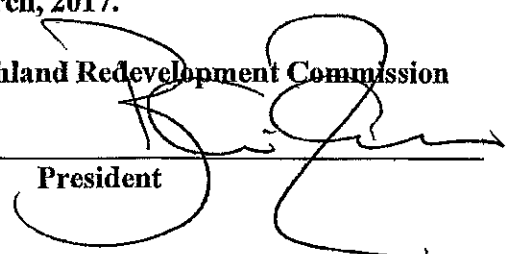
All property taxes must be paid and up to date and there shall be no liens against the property.

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

1. That the Commission finds and determines that it will be of public utility and benefit to approve reimbursement to Mr. Thomas Porter for a Façade Improvement Grant for property located at 2929 Highway Avenue.
2. The original project cost applied for was \$38,730.00, while the actual project cost was \$39,496.51.
3. That the Commission will provide up to and not to exceed reimbursement of **\$11,619.00 (30% of the estimated project costs)**, based upon the initial estimated total project cost of **\$38,730.00**.
4. That all reimbursements have been delivered and received by the Commission and all property taxes are paid and up to date and no liens have been filed on the property.
5. That this Resolution shall be in full force and effect after its adoption by the Commission.

**ADOPTED AND APPROVED** at a meeting of the Highland Redevelopment Commission held on the 6th day of March, 2017.

Highland Redevelopment Commission

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

Attest:

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



RESOLUTION NO. 2017-05

RESOLUTION OF THE HIGHLAND REDEVELOPMENT  
COMMISSION AUTHORIZING A CONTRACT WITH THUNDER ROAD  
PRODUCTIONS FOR CAR CRUISE CONSULTING AND  
ORGANIZATIONAL SERVICES

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

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

WHEREAS, the Highland Redevelopment Commission has requested a proposal for consulting and organizational services.

NOW, THEREFORE, be it resolved as follows:

That it is in the best interest of the Town to enter into a contract with Thunder Road Productions for consulting and organizational services for an amount not to exceed \$400.00.

Adopted and approved at a meeting of the Highland Redevelopment Commission held on the 6<sup>th</sup> day of March, 2017 having passed by a vote of 5 in favor and 0 opposed.

HIGHLAND REDEVELOPMENT COMMISSION

BY: \_\_\_\_\_

President

ATTEST:

\_\_\_\_\_  
Secretary



# CRUISE PERFORMANCE AGREEMENT

Thunder Road Productions (TRP) referred to as performer and Highland Redevelopment Commission referred to as the sponsor agree to the following:

Date: June 3<sup>th</sup> Rain Date June 4<sup>th</sup>

Location: Downtown Highland

Time: 1pm to 5pm - Registration: 1pm to 3pm

Total cost for the Cruise is \$400.00.

All Cruise events are rain or shine unless otherwise contracted. A Cruise may be canceled no later than 4 hours prior to the scheduled start time. Any event canceled less than 4 hours prior or if TRP arrives on site a fee of \$75.00 will be paid to TRP. If the sponsor decides to have an event at the weather is threatening and TRP arrives and participants are registered, the event will continue in its entirety. Once an event starts the full fee is due and payable. If the Cruise is to be rain dated the dated must be agreed to prior to the contract being signed.

**PERFORMER WILL PROVIDE:** All staff necessary for a Cruise. TRP will bring their trailer equipped with PA system, music and will do all registration for the event. TRP will arrive approximately 1 hour prior to the start of the cruise to set up. TRP will provide 17 awards, 1 Sponsors Choice Award.

**SPONSOR WILL PROVIDE:** Location for the event, with an alternative if original is unsuitable. Security if need will be provided by the sponsor. Any additional facilities such as port a potties, barriers, etc., will be provided by the sponsor. All cleanups are the responsibility of the sponsor.

The relationship created by this agreement is that of an independent contract between TRP and the sponsor. Any and all alterations and or additions to this contract may only be made in writing and a copy will be provided to the sponsor once everything is agreed to.

All services are due and payable the day of the event unless otherwise agreed to Sponsor Autie L. Dittus, Redevelopment Director Date 3-6-17

**Barbara J Vlietstra** /President  
18102 Wildwood Avenue, Lansing, IL 60438-2224  
708/474-1377 trpshow@yahoo.com

Date February 15, 2017

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR  
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA  
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana     )  
                                  )     SS:  
County of Lake        )

**A F F I D A V I T**

I, the undersigned, authorized representative, authorized officer or agent of Thunder Road Productions, hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

**FURTHERETH AFFIANT SAYETH NOT.**

Signed: Barbara J. Vietstra, Affiant.

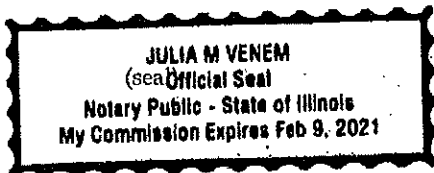
**Certificate of Notary**

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

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

My commission expires: 2/9/2021

County of Residence: Cook



Julia M. Venem  
NOTARY