

**Enrolled Minutes of the Regular Meeting
For the Highland Redevelopment Commission
Regular Plenary Business Meeting
Monday, July 17, 2017**

Study Session. The Redevelopment Commission of the Town of Highland, Lake County, Indiana met in a study session preceding the regular meeting on Monday, July 17, 2017 at 7:03 O'clock P.M. in the regular place, the meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

Silent Roll Call: Commissioners Mark Herak, Dan Vassar, Steven Wagner, Michael Griffin and Bernie Zemen were present. The non-voting advisor, Patrick Krull was also present. The Clerk-Treasurer, Michael W. Griffin, elected to serve as recording secretary pro-tempore in order to memorialize the proceedings, subject to appointment. A quorum was attained.

General Substance of Matters Discussed.

1. The Redevelopment Commission discussed the agenda of the imminent meeting.

The study session ended at 7:15 O'clock p.m.

Regular meeting. The Redevelopment Commission of the Town of Highland, Lake County, Indiana met in its regular session on Monday, July 17, 2017 at 7:15 O'clock P.M. in the regular place, the plenary meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

The Redevelopment Commission President, Bernie Zemen presided. The Clerk-Treasurer, Michael W. Griffin, elected to serve as recording secretary pro-tempore in order to memorialize the proceedings, subject to appointment. The meeting was opened with Commission President Bernie Zemen reciting the Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Commissioners Mark Herak, Dan Vassar, Steven Wagner, Michael Griffin and Bernie Zemen were present. The non-voting advisor, Patrick Krull was also present. The Clerk-Treasurer, Michael W. Griffin, was appointed to serve as recording secretary pro-tempore in order to memorialize the proceedings. A quorum was attained.

Additionally present: Steve Mileusnich and Susan Murovic of the Advisory Board of Zoning Appeals were additionally present.

Minutes of the Previous Meetings: Commissioner Vassar, seconded by Commissioner Herak moved that the minutes of the regular meeting and study session of 19 June 2017, be approved. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The minutes were approved.

Comments from Visitors or Residents:

1. Larry Kondrat, 8115 45th Place East, Highland, sought clarification about the purposes for which the agreement with S.E.H. was serving, based upon the general description offered by Commissioner Griffin during the Study Session.

It was noted that the agreement was to support the fiscal analysis associated with pending projects such as the Senior Housing project, which has been publically discussed and other inquiries that have not been publically discussed and are still in the nascent stages.

General Orders and Unfinished Business:

1. **Appointment of Recording Secretary *Pro Tempore*.** Commissioner Vassar moved to appoint Michael Griffin to serve as recording secretary *pro tempore* in order to memorialize the proceedings. Commissioner Wagner seconded. Upon a roll call vote, with Commissioners Vassar, Herak, Wagner and Zemen voting in the affirmative and Commissioner Griffin voting "present", the motion passed. Michael Griffin was appointed recording secretary *pro-tempore*.
2. **Resolution No. 2017-20:** A Resolution Authorizing and Approving a Consulting Contract with Cecile Petro.

Commissioner Vassar moved the passage and adoption of Resolution No. 2017-20. Commissioner Herak seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution and agreement was approved.

HIGHLAND DEPARTMENT OF REDEVELOPMENT
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION No. 2017-20

A RESOLUTION AUTHORIZING COMPENSATION FOR CERTAIN EMPLOYEES TO BE DERIVED FROM THE PROPER FUND OF THE REDEVELOPMENT DEPARTMENT OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA

Whereas, The Highland Town Council, as legislative body of the municipality, enacted Chapter 14.15 of the Highland Municipal Code, establishing the Highland Redevelopment Commission and the Redevelopment Department, pursuant to provisions of I.C. 36-7-14-1 through IC 36-7-14-44.2 as may be amended from time to time; and,

Whereas, Those provisions incorporate by reference provisions of I.C. 36-7-14-11, outlining the duties of the Redevelopment Commission in carrying out the purposes of the enabling law and to carry-out these purposes in the manner that best serves the social and economic interest of the town and its inhabitants;

Whereas, Those provisions incorporate by reference provisions of I.C. 36-7-14-12, outlining the powers of the Redevelopment Commission in carrying out the purposes of the enabling law and to carry-out these purposes in the manner that best serves the social and economic interest of the town and its inhabitants;

Whereas, The Redevelopment Commission has determined that it is in the social and economic interest consist with its duties under the enabling statute to engage the retired Redevelopment Director on an interim basis to assist in the transition for a successor and to assure continuity in existing redevelopment projects;

Whereas, The recently retired Redevelopment Director, Cecile Petro, and the Redevelopment Commission has offered to provide consulting services on an interim basis to assist in the transition for a successor and to assure continuity in existing redevelopment projects; and,

Whereas, There has been prepared a consultant's agreement that presents reasonable terms for the consultant and the Redevelopment Commission,

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

Section 1. That the Agreement between the Town of Highland, Redevelopment Department and Cecile Petro for consulting services is hereby approved and adopted in all respects;

Section 2. That the agreement follows as an exhibit to this resolution shall be incorporated herein;

Section 3. That the president of the redevelopment commission shall evidence approval of the agreement by executing it with his signature.

Duly Approved and Adopted by the Redevelopment Commission of the Town of Highland, Lake County, Indiana this 17th day of July 2017 by a vote of 5 in favor and 0 opposed.

THE REDEVELOPMENT DEPARTMENT
BY ITS REDEVELOPMENT COMMISSION:

Bernie Zemen, President

Attest:

Dan Vassar, Secretary
Highland Redevelopment Commission

EXHIBIT

CONSULTING AGREEMENT

THIS AGREEMENT entered into as of the ____ day of July, 2017, and effective as of June 12, 2017, by and between *HIGHLAND REDEVELOPMENT COMMISSION OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA* (the "Commission," and *CECILE PETRO* (the "Consultant").

WITNESSETH THAT:

WHEREAS, the Consultant was previously employed as the Redevelopment Director of the Commission and the Consultant retired from that position effective June 9, 2017; and

WHEREAS, the Commission is presently seeking applicants for the position of the Redevelopment Director and will be hiring the successor Redevelopment Director in the near future; and

WHEREAS, the Commission is desirous of having the Consultant assist as a consultant to the Commission and assist with the transition of the successor Redevelopment Director in his or her duties; and

WHEREAS, the Consultant is willing to assist the Commission to perform services with the transition of the successor Redevelopment Director and further to assist the Commission in pending matters that the Consultant had been working on during the course of her employment as the Redevelopment Director prior to her retirement; and

WHEREAS, the Commission and Consultant wish to reduce their agreement as to Consultant performing consulting services for the Commission to writing.

NOW, THEREFORE, in consideration of the respective representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **CONSULTING SERVICES.** The Commission shall engage the Consultant to assist the Commission in pending projects that were in development just prior to her retirement, assisting with the transition of the successor Redevelopment Director to the position, and all other services related thereto. The Commission and Consultant agree that the services provided by the Consultant shall not exceed ten (10) hours per week.

2. **TERM.** The term of this Consulting Agreement shall be day-to-day, and either party may terminate this Agreement by providing seven (7) days' written notice to the other party.

3. **COMPENSATION.** The Commission shall pay to the Consultant compensation for the Consultant's services an hourly rate of Fifty Dollars (\$50.00) per hour. The Consultant shall submit an itemized invoice on a monthly basis to the Commission, which shall be placed on the Claims Docket for the Commission at its next regularly scheduled public meeting after receipt of the invoice. The Consultant shall receive no other employment benefits from the Commission other than the hourly compensation provided herein.

4. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its conflicts of laws provisions.

5. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All representations and warranties set forth herein shall survive the consummation of the transaction contemplated hereby.

6. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and assigns.

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

COMMISSION:

HIGHLAND REDEVELOPMENT
COMMISSION OF THE TOWN OF
HIGHLAND, LAKE COUNTY, INDIANA

CONSULTANT:

CECILE PETRO

By: _____
BERNIE ZEMEN, President

2. **Resolution No. 2017-21:** A Resolution of the Redevelopment Commission Approving a Supplemental Retainer Agreement with S.E.H. Consulting for Financial Analysis Services.

Commissioner Wagner moved the passage and adoption of Resolution No. 2017-21. Commissioner Herak seconded. Upon a roll call vote, with Commissioners Vassar, Herak, Wagner and Griffin voting in the affirmative and Commissioner Zemen voting in the negative, the motion passed. The resolution and agreement were adopted.

INSERT THE RESOLUTION

Payment of Accounts Payable Vouchers. Commissioner Herak moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period **June 20, 2017** through **July 17, 2017**. Commissioner Wagner seconded. Upon a roll call vote, with Commissioners Vassar, Herak, Wagner and Zemen voting in the affirmative, no negatives and Commissioner Griffin abstaining owing to his role as the Municipal Fiscal Officer and Redevelopment Treasurer, the motion

passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Vendors Accounts Payable Docket:

**Redevelopment General Fund, \$32,923.71; Redevelopment Capital Fund, \$4,761.25;
Total: \$ 37,684.96.**

The Commission President announced the next full Study Session would be held on Monday, August 7, 2017 at 7:30 p.m. He further announced that the next plenary business meeting would be Monday, August 21, 2017, at 8:00 p.m. with a study session immediately before at 7:30 p.m.

Adjournment of Plenary Meeting. Commissioner Herak moved that the plenary meeting be adjourned. Commissioner Vassar seconded. Upon a vote *viva voce*, the motion passed. The regular plenary meeting of the Redevelopment Commission of Monday, July 17, 2017 was adjourned at 7:24 O'clock p.m.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Recording Secretary Pro Tempore

Dan Vassar, Secretary
Redevelopment Commission

**HIGHLAND DEPARTMENT of REDEVELOPMENT
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION No. 2017-20**

**A RESOLUTION AUTHORIZING COMPENSATION FOR CERTAIN EMPLOYEES
TO BE DERIVED FROM THE PROPER FUND OF THE REDEVELOPMENT
DEPARTMENT OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA**

Whereas, The Highland Town Council, as legislative body of the municipality, enacted Chapter 14.15 of the Highland Municipal Code, establishing the Highland Redevelopment Commission and the Redevelopment Department, pursuant to provisions of I.C. 36-7-14-1 through IC 36-7-14-44.2 as may be amended from time to time; and,

Whereas, Those provisions incorporate by reference provisions of I.C. 36-7-14-11, outlining the **duties** of the Redevelopment Commission in carrying out the purposes of the enabling law and to carry-out these purposes in the manner that best serves the social and economic interest of the town and its inhabitants;

Whereas, Those provisions incorporate by reference provisions of I.C. 36-7-14-12, outlining the **powers** of the Redevelopment Commission in carrying out the purposes of the enabling law and to carry-out these purposes in the manner that best serves the social and economic interest of the town and its inhabitants;

Whereas, The Redevelopment Commission has determined that it is in the social and economic interest consist with its duties under the enabling statute to engage the retired Redevelopment Director on an interim basis to assist in the transition for a successor and to assure continuity in existing redevelopment projects;

Whereas, The recently retired Redevelopment Director, Cecile Petro, and the Redevelopment Commission has offered to provide consulting services on an interim basis to assist in the transition for a successor and to assure continuity in existing redevelopment projects; and,

Whereas, There has been prepared a consultant's agreement that presents reasonable terms for the consultant and the Redevelopment Commission,

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

Section 1. That the Agreement between the Town of Highland,

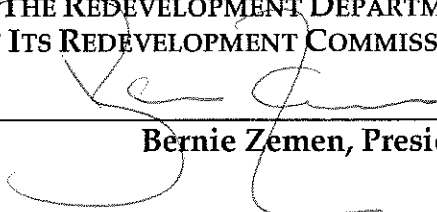
Redevelopment Department and Cecile Petro for consulting services is hereby approved and adopted in all respects;

Section 2. That the agreement follows as an exhibit to this resolution shall be incorporated herein;

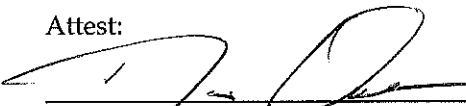
Section 3. That the president of the redevelopment commission shall evidence approval of the agreement by executing it with his signature.

Duly Approved and Adopted by the Redevelopment Commission of the Town of Highland, Lake County, Indiana this 17th day of July, 2017 by a vote of 5 in favor and 0 opposed.

THE REDEVELOPMENT DEPARTMENT
BY ITS REDEVELOPMENT COMMISSION:


Bernie Zemen, President

Attest:


Dan Vassar, Secretary
Highland Redevelopment Commission

EXHIBIT

CONSULTING AGREEMENT

THIS AGREEMENT entered into as of the 17th day of July, 2017, and effective as of June 12, 2017, by and between **HIGHLAND REDEVELOPMENT COMMISSION OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA** (the "Commission," and **CECILE PETRO** (the "Consultant").

WITNESSETH THAT:

WHEREAS, the Consultant was previously employed as the Redevelopment Director of the Commission and the Consultant retired from that position effective June 9, 2017; and

WHEREAS, the Commission is presently seeking applicants for the position of the Redevelopment Director and will be hiring the successor Redevelopment Director in the near future; and

WHEREAS, the Commission is desirous of having the Consultant assist as a consultant to the Commission and assist with the transition of the successor Redevelopment Director in his or her duties; and

WHEREAS, the Consultant is willing to assist the Commission to perform services with the transition of the successor Redevelopment Director and further to assist the Commission in pending matters that the Consultant had been working on during the course of her employment as the Redevelopment Director prior to her retirement; and

WHEREAS, the Commission and Consultant wish to reduce their agreement as to Consultant performing consulting services for the Commission to writing.

NOW, THEREFORE, in consideration of the respective representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. CONSULTING SERVICES. The Commission shall engage the Consultant to assist the Commission in pending projects that were in development just prior to her retirement, assisting with the transition of the successor Redevelopment Director to the position, and all other services related thereto. The Commission and Consultant agree that the services provided by the Consultant shall not exceed ten (10) hours per week.

2. **TERM.** The term of this Consulting Agreement shall be day-to-day, and either party may terminate this Agreement by providing seven (7) days' written notice to the other party.

3. **COMPENSATION.** The Commission shall pay to the Consultant compensation for the Consultant's services an hourly rate of Fifty Dollars (\$50.00) per hour. The Consultant shall submit an itemized invoice on a monthly basis to the Commission, which shall be placed on the Claims Docket for the Commission at its next regularly scheduled public meeting after receipt of the invoice. The Consultant shall receive no other employment benefits from the Commission other than the hourly compensation provided herein.

4. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its conflicts of laws provisions.

5. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All representations and warranties set forth herein shall survive the consummation of the transaction contemplated hereby.

6. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and assigns.

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

COMMISSION:

HIGHLAND REDEVELOPMENT
COMMISSION OF THE TOWN OF
HIGHLAND, LAKE COUNTY,
INDIANA

By: 
BERNIE ZEMEN, President

CONSULTANT:


CECILE PETRO

**THE TOWN of HIGHLAND
REDEVELOPMENT COMMISSION RESOLUTION NO. 2017-21**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING A
SUPPLEMENTAL 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 Supplemental Retainer Agreement with SEH of Indiana for the year 2017.

DULY, PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 17th day of July, 2017 having passed by a vote of 4 in favor and 1 opposed.

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

President- Bernie Zemen

Attest:

Secretary- Dan Vassar

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 July 12, 2017 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 2017, more specifically July 1 through December 31, 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").

This Agreement is in addition to the Consultant's prior Supplemental Letter Agreement approved by the Client by resolution on March 6, 2017 (Resolution No. 2017-02).

Client's Authorized Representative: Lance Ryskamp, Red. Commission Assistant
Address: 3333 Ridge Road
Highland, IN 46322
Telephone: 219.972.7598 **email:** lryskamp@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. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 July 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:

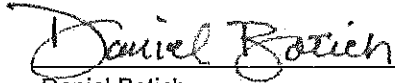
Reference Exhibit C titled Independent Municipal Advisor Exemption as attached hereto which:

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:

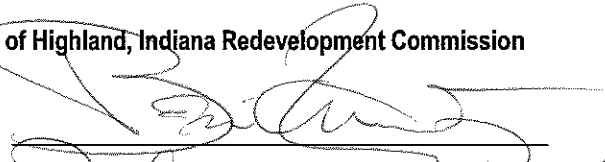


Daniel Botich

Title: Sr. Economic Development Professional

Town of Highland, Indiana Redevelopment Commission

By:



Title:

Redevelopment President

Exhibit A-1
to the Supplemental Letter Agreement
Between Town of Highland, Indiana Redevelopment Commission (Client)
and
SEH of Indiana, LLC (Consultant)
Dated July 12, 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.

p:\j\h\high\142338\1-gen\10-setup-con\02-contract\2017 (second agreement)\exhibit a-1 (7.12.2017) highland rc.docx

Exhibit C
Independent Municipal Advisor Exemption
Dated July 12, 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 July 12, 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

Representative (Printed)

Title of Representative

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)
) SS:
County of Lake)

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. Schuyl*, Affiant.

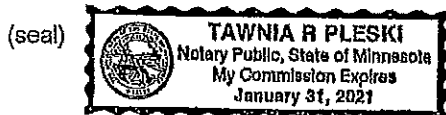
Certificate of Notary

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: 1-31-2021

County of Residence: Ramsey



Tawnia R Pleski NOTARY

ATTACHMENT A

**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.

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

Fund 094 Redevelopment General

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Dept 0000						
094-0000-31001	LEGAL FEES-GENERAL MATTERS	67418	TAUBER LAW OFFICE PC	LEGAL FEES-GENERAL MATTERS	722.00	
094-0000-31003	FINANCIAL SERVICES- 2017	67406	SHORT-ELLIOTT-HENDRICKSON,	FINANCIAL SERVICES- 2017	10,000.00	
094-0000-31003	FINANCIAL CONSULTING EXPENSES	67407	SHORT-ELLIOTT-HENDRICKSON,	FINANCIAL CONSULTING EXPENSES-201	34.45	
094-0000-34023	HEALTH INS	67282	TOWN OF HIGHLAND INS FUND (JULY 17 HEALTH/LIFE INS PREM REDE	1,539.43	
094-0000-34043	LIFE INS	67282	TOWN OF HIGHLAND INS FUND (JULY 17 HEALTH/LIFE INS PREM REDE	14.56	
094-0000-35008	UTILITIES-2821 JEWETT-THRU 6/	67413	NORTHERN IN PUBLIC SERVICE	UTILITIES-2821 JEWETT-THRU 6/23/1	62.41	
094-0000-35008	UTILITIES-2811 JEWETT-THRU 6/	67414	NORTHERN IN PUBLIC SERVICE	UTILITIES-2811 JEWETT-THRU 6/23/1	146.82	
094-0000-35008	UTILITIES-8610/8612 KENNEDY-T	67415	NORTHERN IN PUBLIC SERVICE	UTILITIES-8610/8612 KENNEDY-THRU	117.88	
094-0000-35008	UTILITIES-8620 KENNEDY-THRU 6	67419	TOWN OF HIGHLAND UTILITIES	UTILITIES-8620 KENNEDY-THRU 6/5/1	77.05	
094-0000-35008	STORM-8618 KENNEDY-THRU 6/13/	67420	TOWN OF HIGHLAND UTILITIES	STORM-8618 KENNEDY-THRU 6/13/17	40.67	
094-0000-35008	STORM-8612 KENNEDY-THRU 6/5/1	67421	TOWN OF HIGHLAND UTILITIES	STORM-8612 KENNEDY-THRU 6/5/17	10.14	
094-0000-35008	STORM-8610 KENNEDY-THRU 6/5/1	67422	TOWN OF HIGHLAND UTILITIES	STORM-8610 KENNEDY-THRU 6/5/17	10.14	
094-0000-39001	52 WEEK SUBSCRIPTION	67408	THE TIMES OF NW INDIANA	52 WEEK SUBSCRIPTION	120.00	
094-0000-39030	STREET MKT MUSICIAN-6/21/17	67416	GERALD LAWRENCE HUNDT	STREET MKT MUSICIAN- 6/21/17	150.00	
094-0000-39030	STREET MKT MUSICIAN-6/14/17	67409	MICHELLE JOSEPHINE VEEZ	STREET MKT MUSICIAN- 6/14/17	150.00	
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	67208	PAYROLL ACCOUNT	6/23PRL D/S TRANSFER REDEVELOPME	3,355.70	27241
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	67384	PAYROLL ACCOUNT	7/7PRL D/S TRANSFER REDEVELOPMENT	16,372.46	27290
Total For Dept 0000					32,923.71	
Total For Fund 094 Redevelopment General					32,923.71	

Fund 096 Redevelopment Capital

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Dept 0000						
096-0000-31007	PROPERTY MGT FEES-MAY	67417	ROSE REAL ESTATE	PROPERTY MGT FEES- MAY	211.25	
096-0000-31008	EDGE & MULCH IND BLVD TREES	67410	TIMS LANDSCAPE SERVICES, INC	EDGE & MULCH IND BLVD TREES	2,400.00	
096-0000-39025	APPRAISAL FEE-2720 CONDIT	67411	SOUTH SHORE APPRAISALS	APPRAISAL FEE- 2720 CONDIT	750.00	
096-0000-39025	APPRAISAL FEE-8600 KENNEDY	67412	SOUTH SHORE APPRAISALS	APPRAISAL FEE-8600 KENNEDY	1,400.00	
Total For Dept 0000					4,761.25	
Total For Fund 096 Redevelopment Capital					4,761.25	

INVOICE GL DISTRIBUTION REF FOR TOWN OF HIGHLAND
 EXP CHECK RUN DATES 06/2017 - 07/18/2017
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: 07

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 094 Redevelopment General	32,923.71
Fund 096 Redevelopment Capital	4,761.25

37,684.96