

**HIGHLAND REDEVELOPMENT COMMISSION
STUDY SESSION MINUTES
TUESDAY, APRIL 28, 2020**

Members of the Highland Redevelopment Commission (“RC”, “Commission”) met on Monday, April 28, 2020 in an electronically convened meeting using the Zoom platform. The meeting was convened as an electronic meeting pursuant to Governor Eric Holcomb’s Executive Order 20-04, and extended by his Order 20-19, allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the COVID-19 emergency. The Study Session was called to order at 7:05 p.m. by Commission President George Georgeff.

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

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

Additional Officials Present: John P. Reed, Abrahamson, Reed & Bilsse; Roger Sheeman, Council Liaison to the Redevelopment Commission; Ed Dabrowski, IT Consultant and Kathy DeGuilio-Fox, Redevelopment Director.

Also Present: No others were present for the meeting.

General Substance of the Discussion

1. **Resolution 2020-10:** Director DeGuilio-Fox advised that the resolution had been edited as suggested.
2. **Review of Plenary Business Meeting Agenda:** Ms. DeGuilio-Fox reviewed the agenda items that the Commissioners were to address during their plenary business meeting.
3. **Redevelopment Commission 2020 Goals:** Ms. DeGuilio-Fox advised that the 2020 goals must be formally accepted by the commission members however the commissioners should understand that accepting the goals did not mean they could not be changed in the future. She explained that the commission’s goals are a working document for them to use throughout their term.
4. **SW Corner of Highway & Kennedy – Parking Lot Project:**
 - a. **NIPSCO License Agreement:** Ms. DeGuilio-Fox reported that the NIPSCO License agreement had been finalized and executed. She also advised that both attorney Reed and Clerk-Treasurer Griffin had requested the Town of Highland submit a Certificate of Insurance along with the copy of the agreement. Resolution 2020-11 is on the agenda for consideration for adoption.
 - b. **Weaver Agreement Addendum:** Ms. DeGuilio-Fox advised that Resolution 2020-15, which is on the commission’s agenda for consideration is only to edit certain language and duties in the original agreement. She explained that there was no change in cost or fee structure and that the language edits were to clarify the type of services that would be provided by Weaver Consultant Group as well as in what capacity.
5. **Legacy Foundation Grant-Art on Trails:** Ms. DeGuilio-Fox shared with the Commissioners a draft design of the history portion of the sign that will be installed on the side of the Depot. The sign will include a brief history of the trail site as well as a map of the Downtown Highland Arts Walk showing where the murals and sculpture are located.

6. **Redevelopment Owned Property Leases:** Discuss Potential Lease Addendum: Director DeGuilio-Fox reminded the Commissioners that one of the Jewett Street property lessee's had advised early in April that she was unable to pay April rent due to having no sales revenue caused by the COVID-19 Stay at Home orders issued by Governor Holcomb that closed all non-essential businesses in Indiana. Closer to the payment due date she advised she was able to pay the rent. However, in light of this situation and anticipating it could happen again Director DeGuilio-Fox asked the Commission how they would like to prepare for this potential issue. She reminded the Commissioners that rent payments go toward payment of the outstanding bond on the property. Discussion ensued. Attorney Reed advised that there are numerous ways this could be addressed. He asked that Director DeGuilio-Fox send him a copy of the original lease so that he could review it and make a recommendation. The Commissioners agreed with this and asked that it be included on the May study session agenda for further discussion.
7. **Commercial Property Improvement Grant Applications:** Director DeGuilio-Fox directed the Commissioners to the information that had been sent to them prior to the meeting. She advised there are three new applications for property improvements. The Commission discussed the applications as follows:
 - a. 2940 Highway Avenue: Ms. DeGuilio-Fox directed the Commissioners attention to the applications submitted by DEF Properties. Applications for both an interior and a façade improvement grant, totaling \$61,570, were submitted. Discussion ensued. Due to the number of grant applications and the Commission's wish to serve as many projects as possible they decided to award the maximum for the two combined two grants. The total award for both the interior and façade applications for 2940 Highway Avenue will be \$40,000 and the resolutions presented on the plenary agenda will be addressed in this way.
 - b. 3750 Ridge Road: Ms. DeGuilio-Fox directed the Commissioners attention to the application received from Austgen Properties for a façade grant in the amount of \$36,663. Discussion ensued. Due to the number of grant applications for properties within the Downtown Redevelopment Area and the annual budget the Commissioners decided to deny this grant application. This property is outside the Downtown Redevelopment Area. A grant request for a property outside the Downtown Redevelopment Area has never been approved. The resolution presented on the plenary agenda will be addressed as discussed.
 - c. 2712 Condit Street: Ms. DeGuilio-Fox directed the Commissioners attention to the application submitted by Hoddypeak Holdings. The application was a combined request for a façade and interior grant totaling \$40,000. Discussion ensued. The requested amount is the maximum and because, in this case, it is a combined request for two grants totaling \$40,000, the application was approved. The resolution presented on the plenary agenda will be addressed as discussed.
8. **Appraisal Update for 8715-87 Kennedy Avenue and 8719 Kennedy Avenue:** Ms. DeGuilio-Fox advised that the two new appraisals, as approved by Resolution 2020-10, had been received. Ms. DeGuilio-Fox also advised that the average of the two new appraisals continues to be below the property owner's asking price. Discussion ensued. Commissioners asked if the potential developer is still interested and if he would pay the difference between the average and the asking price. Ms. DeGuilio-Fox reported that as of her last conversation with the developer they had said they have done that in the past. However, Ms. DeGuilio-Fox reminded the Commissioners that there is much to be discussed before arriving at that point. Ms. DeGuilio-Fox will work to schedule another meeting with the developer.
9. **Former Bult Oil Property Update:** Ms. DeGuilio-Fox reported that a Site Status Letter Request was submitted on April 14, 2020 to the Indiana Brownfields Program. The application request has been accepted and is under review.
10. **Redevelopment Commissioner Comments:** None

There being no further business the April 28, 2020 study session of the Highland Redevelopment Commission was adjourned at 7:44 PM.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary.

**HIGHLAND REDEVELOPMENT COMMISSION
PLENARY MEETING MINUTES
TUESDAY, APRIL 28, 2020**

The Highland Redevelopment Commission (“Commission”, “RC”) met in an electronically convened meeting using the Zoom platform. The meeting was convened as an electronic meeting pursuant to Governor Eric Holcomb’s Executive Order 20-04, and extended by his Order 20-19, allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the COVID-19 emergency.

President George Georgeff called the meeting to order at 7:44 p.m. Taking minutes for the meeting was Director Kathy DeGuilio-Fox.

Roll Call: Commissioners present on the conference call were George Georgeff, Sean Conley, Cyril Huerter, Bill Leep and Robyn Radford. A quorum was attained.

Additional Officials Present: Roger Sheeman, Council Liaison to the Redevelopment Commission; John R. Reed, Abrahamson Reed and Bilse, Redevelopment Commission attorney; Ed Dobrowski, IT Consultant; and Kathy DeGuilio-Fox, Redevelopment Director. School Town of Highland appointee, Pat Krull, was absent.

Also Present: No guests or members of the public were present.

Minutes of the Previous Sessions: Commissioner Bill Leep moved to approve the minutes of the Plenary Business meeting of March 24, 2020. Commissioner Cyril Huerter seconded the motion. There was no discussion. Upon a roll call vote, the motion passed. The minutes were approved by a vote of five affirmatives and no negatives.

Special Orders: None

Public Comment: None

Communications: None

Unfinished Business and General Orders: None

New Business:

- 1. Approval of the Annual Report of Activities of the Redevelopment Commission for Fiscal Year 2019 and Report by the Redevelopment Commission on the Activities of Each Tax Increment Financing District for the Previous Year (January 1, 2019 through December 31, 2019):** Having received and reviewed the annual report as submitted by Director DeGuilio-Fox, President Georgeff called for a motion to adopt and approve the annual report. Commissioner Cyril Huerter moved to approve the Annual Report of Activities of the Redevelopment Commission for Fiscal Year 2019 and Report by the Redevelopment Commission on the Activities of Each Tax Increment Financing District for the Previous Year (January 1, 2019 – December 31, 2019). Commissioner Bill Leep seconded the motion. There was no discussion. Upon a roll call vote the motion passed by a vote of five affirmatives and no negatives.
- 2. Approval of 2020 Redevelopment Goals:** Director DeGuilio-Fox advised the Commission that 2020 Redevelopment Goals must be approved although they are considered a working document and may be revised at a future date if necessary. Discussion ensued and the Commissioners determined

their previous discussions regarding the 2020 goals was sufficient. President Georgeff called for a motion to approve. Commissioner Cyril Huerter moved to approve the 2020 Redevelopment Commission Goals as submitted. Commissioner Robyn Radford seconded the motion. Upon a roll call vote the motion passed by a vote of five affirmatives and no negatives.

3. **Resolution 2020-11: A Resolution of the Highland Redevelopment Commission Approving a License Agreement with the Northern Indiana Public Service Company for Use of the Licensed Area in Accordance with the Terms of the License Agreement and as Further Defined in the Agreement:** Director DeGuilio-Fox asked if there were any further questions or additional discussion in this regard. Hearing none, President Georgeff asked for a motion to approve Resolution 2020-11. Commissioner Bill Leep moved to approve Resolution 2020-11. Commissioner Sean Conley seconded the motion. Upon a roll call vote the motion passed by a vote of five affirmatives and no negatives.
4. **Resolution 2020-12: A Resolution of the Highland Redevelopment Commission Approving Reimbursement to DEF Properties LLC for a Commercial Property Improvement Grant for Interior Improvement of Property located at 2940 Highway Avenue.** As discussed during the study session preceding the plenary meeting, the Commissioners determined there have been numerous improvement requests and limitations to approving all of the requests must be made due to budget constraints. Having discussed Resolution 2020-12 the commission determined that the entire request could not be met but that \$20,000.00, along with additional monies for the façade improvement grant requested, would be granted. There being no further discussion on this matter President Georgeff called for a motion to adopt and approve an amended version of Resolution 2020-12. Commissioner Leep moved to amend Resolution 2020-12 to grant \$20,000 for the interior improvement project rather than the requested \$40,000.00. Commissioner Huerter seconded the motion. There being no further discussion President Georgeff called for a roll call vote. Upon a roll call vote the motion passed by a vote of five affirmatives and no negatives.
5. **Resolution 2020-13: A Resolution of the Highland Redevelopment Commission Approving Reimbursement to DEF Properties LLC for a Commercial Property Improvement Grant for Façade Improvement of Property Located at 2940 Highland Avenue.** As discussed during the study session preceding the plenary meeting, the Commissioners determined there have been numerous improvement requests and limitations to approving all of the requests must be made due to budget constraints. Having discussed Resolution 2020-13 the commission determined that the entire request could not be met but that \$20,000.00, along with monies approved through adoption of Resolution 2020-12, would be granted. There being no further discussion on this matter President Georgeff called for a motion to adopt and approve an amended version of Resolution 2020-13. Commissioner Huerter moved to amend Resolution 2020-13 to grant \$20,000.00 for the façade improvement project and not the requested amount of \$21,570.00. President Georgeff called for a roll call vote. Upon a roll call vote the motion passed by a vote of five affirmatives and no negatives.
6. **Resolution 2020-14: A Resolution of the Highland Redevelopment Commission Approving Reimbursement to Austgen Properties for a Commercial Property Improvement Grant for Facade Improvement of property located at 3750 Ridge Road.** As discussed during the study session preceding the plenary meeting, this property is located outside the Downtown Redevelopment District. No grant has been awarded previously for property located outside the Downtown Redevelopment Area. And, in consideration of the number of grant requests received and budget constraints to approve every application, the Commissioners determined it is in the best interest at this time to deny this request based on the property location, which is 3750 Ridge Road and outside

the Downtown Redevelopment Area. There was no further discussion on the matter. President Georgeff called for a motion. Commissioner Huerter moved to deny the request from Austgen Properties. Commissioner Leep seconded the motion. President Georgeff called for a roll call vote. Upon a roll call vote the motion passed by a vote of five affirmatives and no negatives.

7. **Resolution 2020-15: A Resolution of the Highland Redevelopment Commission Approving and Adopting an Addendum to Modify an Agreement Between Weaver Consultant Group and the Highland Redevelopment Commission as Approved by Resolution 2019-11.** Director DeGuilio-Fox reiterated that the addendum prepared by Attorney Reed was only to modify language used in the original agreement and to correct terms used to describe services and that the original content was otherwise unchanged. There was no further discussion. President Georgeff called for a motion. Commissioner Huerter made a motion to approve and adopt Resolution 2020-15. Commissioner Conley seconded the motion. President Georgeff called for a roll call vote. Upon a roll call vote the motion passed by a vote of five affirmatives and no negatives.

8. **Resolution 2020-16: A Resolution of the Highland Redevelopment Commission Approving Reimbursement to Hoddypeak Holdings LLC for a Commercial Property Improvement Grant for Façade and Interior Improvements of Property Located at 2712 Condit Street.** Commissioner Georgeff advised that he must abstain from a vote because he represented Hoddypeak Holdings LLC during the purchase of the property at 2712 Condit Street. However, having discussed the project and type of business plan for the site during the study session preceding the plenary session no further discussion was called for. President Georgeff called for a motion to approve. Commissioner Leep moved to approve Resolution 2020-16 as written. Commissioner Huerter seconded the motion. President Georgeff called for a roll call vote. Upon a roll call vote the motion passed by four affirmatives, no negatives and one abstention.

Action to Pay Accounts Payable Vouchers: Commissioner Radford made a motion to pay accounts payable vouchers as filed on the pending accounts payable docket, covering the period March 26, 2020 through April 29, 2020 and the payroll dockets for March 27, 2020 and April 10, 2020 as presented, in the amount of \$76,111.54. Commissioner Bill Leep seconded the motion to approve the Accounts Payable Vouchers. Upon a roll call vote the motion passed with five affirmative votes and no negatives.

Vendors Accounts Payable Docket:

Redevelopment General Fund, \$20,547.90; **Redevelopment Capital Fund**, \$9,500.00; **Redevelopment Bond & Interest**, \$350.00 and **CEDIT Economic Development Income Tax Fund**, \$45,713.64. **Total: \$76,111.54.**

Payroll Docket for Payday of March 27, 2020 and April 10, 2020: Redevelopment Department: Total Payroll: \$8009.60.

Business from the Commissioners: Discussion ensued regarding numerous properties around Highland. Ms. DeGuilio-Fox was asked to check into the properties located at 9333 – 9337 Indianapolis Blvd as well as several others. Discussion was held in regard to the former Speedway property located at 8436 Kennedy Avenue and attorney Reed was asked to investigate whether Speedway could hold onto the property allowing no development there without a time limitation or if there was something that could be done to so that an interested party could purchase and build on the site.

Next Meeting: The next Study Session is scheduled for Tuesday, May 12, 2020. The next Public Meeting will convene on Tuesday, May 26, 2020 immediately following the study session. A Study Session will precede

the public meeting and reconvene following the public meeting, if deemed necessary. The next meeting of the Highland Main Street is scheduled to convene on Thursday, May 27, 2020 at 6:30 p.m. However, in response to the Executive Orders issued by Governor Holcomb in response to the COVID-19 pandemic, it will be necessary for the Highland Main Street Bureau to either convene electronically or cancel their meeting.

Adjournment: There being no further business of the Highland Redevelopment Commission, Commissioner Huerter made a motion to adjourn the meeting. Commissioner Leep seconded the motion. Upon a roll call vote, the motion passed with five affirmatives and no negatives. The April 28, 2020 public meeting of the Highland Redevelopment Commission was adjourned at 8:32 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2020-11**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION
APPROVING A LICENSE AGREEMENT WITH NORTHERN INDIANA PUBLIC SERVICE COMPANY
FOR USE OF THE LICENSED AREA IN ACCORDANCE WITH THE TERMS OF THE LICENSE AGREEMENT
AND AS FURTHER DEFINED IN THE AGREEMENT**

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 require the use of property for redevelopment purposes and to carry out the mission to improve private property for public good; 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 License Agreement for use of property owned by Northern Indiana Public Service Company for a Redevelopment Commission public improvement project located at the Southwest corner of Kennedy Avenue and Highway Avenue.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 28th day of April, 2020 having passed by a vote of 5 in favor and 0 opposed.

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



President

ATTEST:



Secretary

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is made and entered into on _____, 2020, by and between Northern Indiana Public Service Company, an Indiana, LLC, an Indiana limited liability company, ("NIPSCO"), and Town of Highland, an Indiana Municipal corporation, with its principal address located at 3333 Ridge Rd, Highland, IN (the "Licensee").

RECITALS

WHEREAS, NIPSCO is the owner of that certain real property located in Lake County, Indiana, as further depicted in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, the Licensee desires to access a certain portion of the Property, as further depicted in Exhibit B attached hereto and incorporated herein (the "Licensed Area"), to (i) install a public parking lot that crosses portions of the Property as depicted in Exhibit B (the "Parking-lot"), and (ii) to construct a Bicycle path across a portion of the Property as shown in Exhibit B (the "Bicycle path"); and

WHEREAS, NIPSCO is willing, subject to the terms and conditions of this License Agreement, to allow Licensee to use the Licensed Area in accordance with the terms of this License Agreement.

LICENSE

NOW THEREFORE, for and in consideration of the foregoing promises and of the performance of the promises and covenants set forth herein, the parties agree as follows:

1. NIPSCO grants to Licensee, its officers, agents and employees, the non-exclusive right, privilege and license without any warranty or representation of any kind or nature and only to the extent NIPSCO title permits and subject to the terms set forth herein, a non-exclusive license, right and the authority to use the Licensed Area for the Parking-lot and to install the Bicycle path. NIPSCO also grants Licensee the right to use the Property for ingress and egress to access the Licensed Area in accordance with the terms and conditions of this License Agreement.

2. NIPSCO makes no representations or warranties regarding the suitability of the Property for Licensee's intended use of the Licensed Area under this License Agreement. NIPSCO further also makes no representations or warranties regarding any subsurface utilities, improvements or conditions under the Property. Licensee acknowledges that it has freely chosen to enter the Property to use the Licensed Area, and that it is aware of, and fully appreciates, the nature and extent of the risks associated with doing so.

3. In the event that the Licensee wishes to pave, modify or change all or any part of the Licensed Area, Licensee shall submit Plans and Specifications to reflect such changes to NIPSCO for approval, at least sixty (60) days prior to Licensee's proposed commencement date for any such paving, modification, construction, relocation or change to the Licensed Area.

4. Licensee acknowledges that Licensee's access to and use of the Property and the Licensed Area and the installation of the Parking-lot and the Bicycle path permitted under this License Agreement is secondary to NIPSCO's access to and use of the Property. The use of the Property and the Licensed Area under this License Agreement is subject and subordinate to

possession and use of the Property by NIPSCO and/or NIPSCO's assigns. NIPSCO reserves full possession of the Property for NIPSCO's uses and purposes and the right to enter upon the Property at any and all times to repair, replace, renew, erect or complete the erection of any existing or future NIPSCO Facilities (as defined below) over, under or across the Property at NIPSCO's discretion. NIPSCO reserves the right to construct, install, modify or replace, inspect, alter, extend, or repair any NIPSCO Facilities or authorize others to perform such work, which work, to the extent commercially reasonable, shall be performed in such a manner as not to unreasonably interfere with Licensee's use of the Licensed Area for the work and activities permitted under the License. Licensee agrees to relocate the Parking-lot, Bicycle path, its materials and equipment at the Licensee's sole cost if requested by NIPSCO in order for NIPSCO to reasonably operate, inspect, maintain, construct, repair, alter, replace and/or upgrade any of the NIPSCO Facilities. Licensee shall also be responsible for the restoration of the Licensed Area, Parking-lot and/or Bicycle path after any work performed by or on behalf of NIPSCO.

5. Licensee acknowledges and agrees that Licensee will be solely responsible for the protection and security of the Parking-lot, Bicycle path, any Licensee materials, equipment, machines and vehicles located on the Property during the construction, restoration, modification repair of the Licensed Area.

6. Licensee agrees to immediately notify NIPSCO of any incident or event which damages the Property or any NIPSCO Facilities, or which could potentially damage the Property or NIPSCO Facilities. Licensee covenants that Licensee, its officers, agents, employees and assigns shall use due care and diligence in all operations and activities conducted at the Property and in the vicinity of the NIPSCO Facilities, as is necessary to avoid injury to persons (including death) or damage to property. In the event that Licensee, or its agents, employees or contractors damage any NIPSCO Facilities, NIPSCO shall perform the repairs, and Licensee shall reimburse NIPSCO for all costs and expenses incurred by NIPSCO to perform said repairs and compensate NIPSCO for any loss of use of the NIPSCO Facilities, including the loss of gas or electrical service to customers. Licensee will fully compensate NIPSCO for any loss of use of any portion of the NIPSCO Facilities caused by or resulting from Licensee's activities on the Property.

7. Licensee, and its officers, agents, employees and invitees, shall not alter or damage the Property, or any of NIPSCO's electric lines, gas pipelines, towers, or any other NIPSCO equipment or facilities located on the Property, including without limitation, roads, gates, fences, railings or buildings (collectively, the "NIPSCO Facilities"), nor shall Licensee disturb, interfere with the use, operation, inspection, maintenance or repair of any NIPSCO Facilities.

8. All labor provided and materials furnished in performing work under this License Agreement, shall be at Licensee's sole cost and expense. Licensee shall keep the Property fully protected against liens of any kind arising out of or connected to Licensee's operations on or contamination of the Property. In the event that a lien is placed on the Property as the result of Licensee's activities or presence on the Property, Licensee shall immediately notify NIPSCO of such lien. Licensee shall also take action, at Licensee's sole cost and expense, to have any such liens promptly removed from the Property, and shall provide NIPSCO with written evidence of such lien having been removed.

9. The Licensee shall not permit any structures or permanent improvements to be constructed or otherwise located on the Property, except as provided in this License Agreement without the express prior written consent of NIPSCO. Further, Licensee shall not permit holes,

obstructions or other conditions on the Property which could create a hazard of any kind. No equipment shall be refueled while under, or in the vicinity of any NIPSCO Facilities. The Licensee, at its sole cost and expense, shall keep and maintain the Property in a clean and orderly condition at all times and shall keep the Property free of materials and debris except when such are being actively used by Licensee in accordance with this License Agreement. The Licensee shall not damage the Property or damage or alter any of the NIPSCO Facilities or any roads, gates, fences, railings or buildings on the Property; furthermore, Licensee shall not interfere with the use, operation, inspection, maintenance or repair of any NIPSCO Facilities. Licensee shall not cause the existing surface of the Property to erode in any way.

10. Licensee acknowledges that the use of the Licensed Area shall be done at Licensee's sole risk, cost and expense, and that Licensee shall be solely responsible for obtaining and maintaining all necessary permits, rights-of-way and approvals associated with or required for the use of the Licensed Area. Licensee shall comply with all applicable laws, rules and regulations in conducting its operations and activities on the Property. Licensee shall also be solely responsible to ensure that all aspects of the maintenance and use of the Licensed Area fully comply with all laws and requirements that are or may become applicable.

11. NIPSCO may disturb, modify, move or remove the Licensed Area, Parking-lot, Bicycle path, or an portion of the Property as NIPSCO determines is needed, in order to allow NIPSCO to operate, inspect, maintain, construct, repair, alter, replace and/or upgrade the Property or any NIPSCO Facilities. NIPSCO shall not be responsible for compensating Licensee for any loss of use of, interference with operation of, or damage to the Licensed Area or any improvements to the Licensed Area by Licensee occasioned by NIPSCO's activities. Licensee shall, at its own cost and expense, be responsible for restoration of the Licensed Area.

12. Licensee agrees that it will not take any action that results in the release of a pollutant, contaminant or Hazardous Substance (as defined herein), at or from the Property. Licensee shall immediately notify NIPSCO of any release of or discovery of a prior release of a pollutant, contaminant or Hazardous Substance on the Property caused by Licensee or its contractors and regardless of whether such release is reportable under law. For purposes of this License Agreement, "Hazardous Substance" shall mean any hazardous, flammable, corrosive, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any federal, state or local statute, regulation or ordinance relating to the protection of human health or the environment, including, without limitation, pipeline liquids, petroleum, oil and its fractions.

13. Licensee shall comply with all governmental statutes, ordinances, regulations, orders and directives concerning public health, safety or the environment ("Environmental Laws") applicable to its activities within, on and along the Property. If, as a result of any activities by the Licensee, there is any release of a pollutant, contaminant or Hazardous Substance, the Licensee shall, at its sole cost and expense, take those steps as may be reasonably necessary to contain the release and restore the affected areas to being in compliance with all applicable local, state and federal Environmental Laws. Licensee shall provide to NIPSCO copies of any and all correspondence, notices, etc., prepared by or received by Licensee under Environmental Laws, associated with its operations on the Property.

14. Licensee covenants and agrees to indemnify, hold harmless and defend NIPSCO, its agents and employees from and against any and all losses, damages, liability, claims for

damages on account of or by reason of injury, including death, which may be sustained by any person (including without limitation the employees of Licensee, and any contractor or subcontractor of Licensee), from and against any and all damages to property, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property of NIPSCO), caused by or arising out of any act or omission of Licensee, its agents, employees or subcontractors, in connection with the Parking-lot, Bicycle path, the presence of Licensee, and of Licensee's employees, contractors, subcontractors, agents and facilities, on the Property and/or Licensee's breach of this License Agreement, except to the extent that the same shall be found to have been caused by the joint or concurrent negligence of NIPSCO, its agents or employees. Licensee shall give NIPSCO written notice of any claim, demand, suit or action arising from the exercise of this License Agreement within ten (10) business days from the date that Licensee becomes aware of such claim, demand, suit or action.

15. Licensee shall ensure that any and all subcontractors on the Property, at all times during which people or materials subject to their supervision or control are on the Property, maintain in effect from a company or companies authorized to do business in the State of Indiana and approved by the National Association of Insurance Commissioners, or through self-insurance, the following minimum insurance; (a) General Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per person combined single limit for bodily injury and with a general aggregate of Two Million Dollars (\$2,000,000.00) per occurrence against all claims and demands for any injury to persons and for any property damage; which may occur or be claimed to have occurred as the result of the activities or use of the Property, naming NIPSCO an additional insured. It being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (b) Comprehensive Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, again, it being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (c) Workers Compensation insurance in an amount not less than the statutory minimums provided under Indiana law; and (d) Excess or Umbrella Liability insurance with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) per occurrence and project or per location aggregate. Certificates showing the foregoing insurance shall be furnished to NIPSCO prior to a subcontractor's first entry to the Property. Further, NIPSCO reserves the continued right to review the amounts of the foregoing insurance coverage and to, from time to time, require the Licensee to increase such coverage amounts, if deemed necessary by NIPSCO in its sole discretion.

16. This License Agreement and the License herein granted shall expire five (5) years from the date hereof, but may be terminated before that date, by either NIPSCO or the Licensee by giving the other party written notice of termination, at least sixty (60) days in advance of the effective date of such termination. Upon the foregoing expiration date, this License Agreement and the License shall continue on a year-to-year basis or until terminated by either party by providing the other party with at least sixty (60) days written notice. On or before the foregoing expiration date or the effective date of termination, whichever shall first occur, the Licensee shall, at its own cost and expense, promptly remove all improvements and return the Property to substantially the same condition as it was as of the date of this License Agreement, reasonable wear and tear excepted. Should Licensee fail to timely remove all improvements, then NIPSCO shall have the right to remove the improvements at Licensee's sole cost and expense.

17. Licensee releases and waives any and all rights to recover any and all losses, claims, expenses, and damages for personal injuries, property damages, loss of life or property from NIPSCO for or on account of any loss of any kind or nature suffered by Licensee arising out of Licensee's use of the Property; and assigns all risk of injuries or damages to its officials, employees, contracts, or agents.

18. All written notices required or permitted under this License Agreement shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below (ii) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below, or (iii) facsimile transmission to the party to whom the same is directed at that party's respective facsimile number, as set forth below (provided that the facsimile confirmation sheet showing successful transmission is retained by the sender).

If to NIPSCO: Northern Indiana Public Service Company, LLC
801 East 86th Avenue
Merrillville, Indiana 46410
Attn: NIPSCO Real Estate
Telephone: (219) 647-4117

With a copy to: André Wright
Senior Counsel
NISource Corporate Services Company
801 East 86th Avenue
Merrillville, IN 46410
Telephone: (219) 647-6179

If to Licensee: Town of Highland
Redevelopment Director
Town of Highland
3333 Ridge Road
Highland, Indiana 46322
Telephone: (219) 972-7598

Or at such other address or facsimile number as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is refused).

19. Licensee shall cooperate with NIPSCO with respect to monitoring the Property for any unauthorized entry or trespass, and with respect to any lawful actions taken by NIPSCO to prevent, or enforce its rights against any person committing, such unauthorized entry or trespass.

20. Licensee shall use the Property solely for purposes of the use of the Licensed Area, and shall not allow, and shall take reasonable measures to prevent, use of the Property and the Licensed Area by any other persons or for any purpose.

21. This License Agreement grants permission for only the Licensed Area, and shall not be deemed or construed as granting permission for any other or further use of the Property. Further, the License is applicable to only the foregoing described Property, and no additional rights of ingress and/or egress other than those specifically described above shall be used without first obtaining written approval from NIPSCO. Licensee shall not assign this License Agreement or the License herein granted without obtaining the prior written consent of NIPSCO.

22. This License Agreement contains the entire agreement and understanding of the parties hereto with respect to the License herein granted. No part of this License Agreement may be amended or modified, except in writing signed by both NIPSCO and Licensee. Should any provision of this License Agreement be declared invalid by a legislative administrative or judicial body of competent jurisdiction, then the other provisions contained herein shall remain in full force and effect and shall be unaffected by such declaration.

23. The terms, conditions and covenants set forth herein shall be binding upon, and accrue to the benefit of NIPSCO and Licensee, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this License Agreement as of the date provided above.

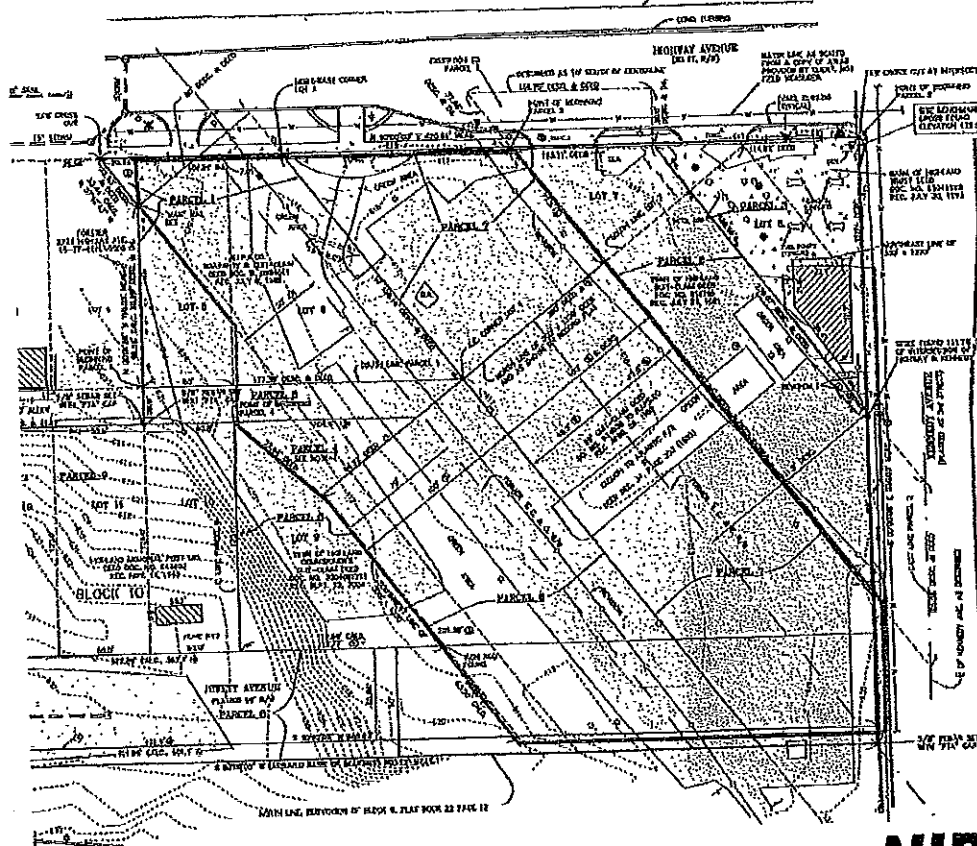
Town of Highland

By: Kathy DeGules-Fox
Its: KDF

NORTHERN INDIANA PUBLIC
SERVICE COMPANY, LLC

By: _____
Phillip A. Patrick, Leader Survey & Land IN

EXHIBIT A

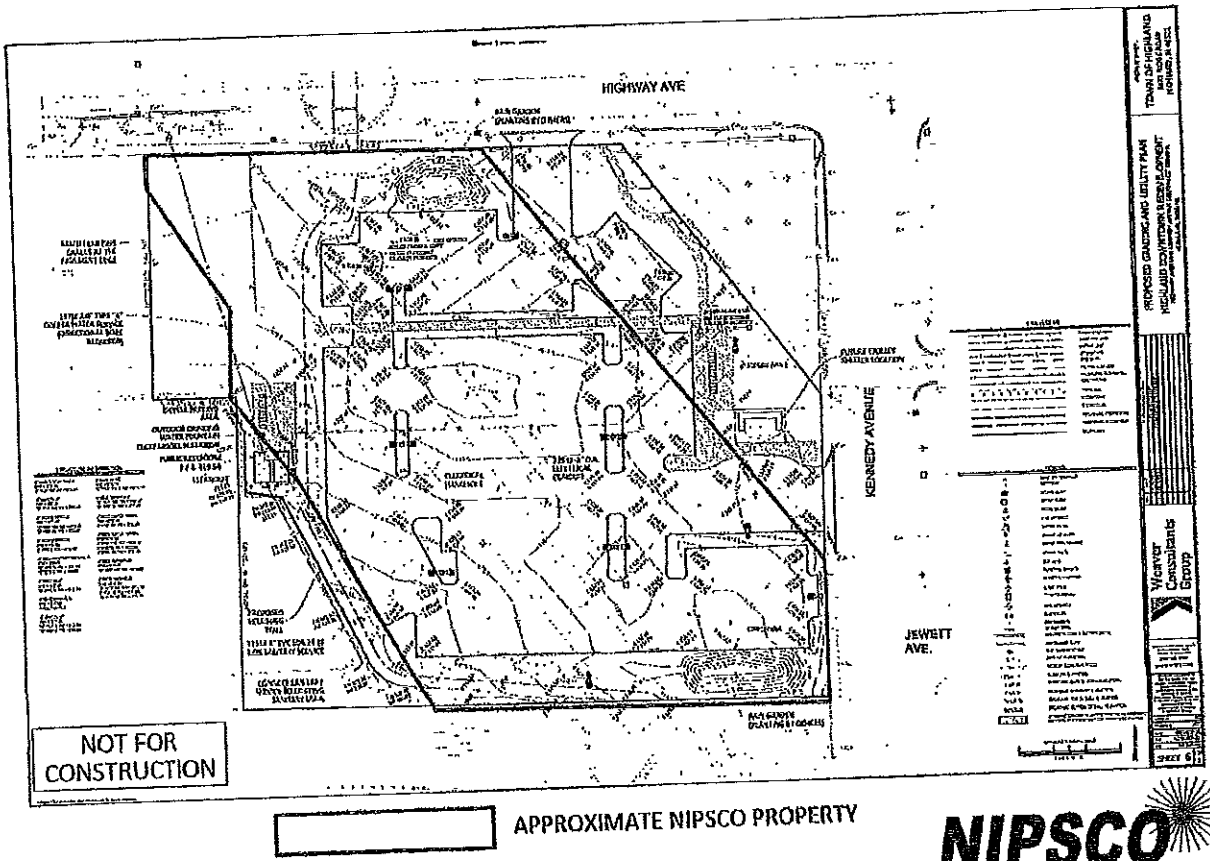


 NIPSCO PROPERTY

NIPSCO
NORTHERN INDIANA PUBLIC SERVICE COMPANY
801 EAST 86TH AVENUE MERRILLVILLE, INDIANA 46410

EXHIBIT B

LICENSED AREA



NIPSCO
 NORTHEBN INDIANA PUBLIC SERVICE COMPANY
 881 EAST 86TH AVENUE MERRILLVILLE, INDIANA 46410

APPROXIMATE NIPSCO PROPERTY

PROPOSED CHANGING AND UTILITY PLANS
 REGULATORY DEPARTMENT, INDIANA PUBLIC SERVICE BOARD

Warner Construction Group

Certificate Number 230518	CERTIFICATE OF INSURANCE PUBLIC AGENCY COMBINED SPECIFIED PROPERTY AND LIABILITY POLICY	Date Issued April 28, 2020
------------------------------	--	-------------------------------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

PRODUCER Bliss McKnight, Inc. 2801 East Empire Street Bloomington, Illinois 61704-6496	INSURED Town of Highland 3333 Ridge Road Highland, IN 46322
---	--

POLICY NUMBER GIE03168 COMPANY Governmental Interinsurance Exchange	POLICY PERIOD FROM: January 1, 2020 TO: January 1, 2021
--	---

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGES	LIMITS
------------------	---------------

Property Coverage Part	COVERAGE/PERILS/FORMS	AMOUNT	DEDUCTIBLE	COINSURANCE
TYPE AND LOCATION OF PROPERTY				

X Public Agency Multi-Class Coverage Part				
Coverage A, "Bodily Injury" Liability; Coverage B, "Property Damage" Liability; Coverage C, "Personal Injury" and "Advertising Injury" Liability; Coverage F, "Errors and Omissions" Liability; and Coverage G, Civil Rights Liability	Coverage Part Aggregate: General Liability Per Occurrence: Fire Damage Per Occurrence:	\$10,000,000 \$5,000,000 \$100,000		

"Designated Wrongful Employment Practices" Coverage Part				
Coverage H, "Designated Wrongful Employment Practices" Liability	Coverage Part Aggregate: "Designated Wrongful Employment Practices" Liability Per Occurrence:			

"Employment Benefits Errors or Omissions" Coverage Part				
Coverage J, "Employee Benefits Error or Omissions" Liability	Coverage Part Aggregate: "Employee Benefits Error or Omissions" Liability Per Occurrence:			

Automobile Coverage Part - Liability Coverage					
	<input type="checkbox"/> Any "Auto" <input type="checkbox"/> All Owned "Autos" <input type="checkbox"/> Scheduled "Autos" <input type="checkbox"/> Hired "Autos" <input type="checkbox"/> Non-Owned "Autos"		Auto Liability Per Occurrence: Auto Medical Payments: Uninsured Motorists Coverage: Underinsured Motorist Coverage:		

Auto Coverage Part - Physical Damage Coverage					
	<input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COLLISION	<input type="checkbox"/> All Vehicles <input type="checkbox"/> Scheduled Vehicles			

Special Conditions/Other Coverages				
X	Evidence of insurance in regards to insured installing and constructing Parking Lot and Bike Path on a portion of Certificate Holders Property Certificate Holder is listed as Additional Insured per form L17U221. 60 days notice of Cancellation			

CERTIFICATE HOLDER:
 Northern Indiana Public Service Company, LLC.
 801 East 86th Avenue
 Merrillville, IN 46410

Should any of the above described coverage parts be canceled before the expiration date thereof, the Company will endeavor to mail 60 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives.

Authorized Representative
 Bliss McKnight, Inc.
 by: *[Signature]*

DM

Resolution No. 2020-12

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION TO PROVIDE REIMBURSEMENT TO DEF
PROPERTIES, LLC FOR A COMMERCIAL PROPERTY INTERIOR
IMPROVEMENT GRANT OF PROPERTY LOCATED AT
2940 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 2020 budget approved the Commercial Property Improvement Grant Program which is intended to provide financial assistance for significant commercial property 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, DEF Properties, LLC applied for a grant totaling **\$230,414.00**, of which a not to exceed **30%**, or **\$69,124.20**, reimbursement to them upon completion of the eligible work with approved receipts would exceed the allowed maximum award of **\$40,000.00**; and

WHEREAS, the Commission through its Commercial Property Improvement Grant Program Guidelines reserves the right to award a maximum grant of \$40,000 for any individual application submitted.

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 David Foreit of DEF Properties, LLC for a Commercial Property Façade Improvement Grant for property located at 2940 Highway Avenue.
2. The project cost applied for is \$230,414.00 as designated by the contractors lowest work estimates submitted as supporting documentation to the application.
3. That the Commission approves and will provide an up to and not to exceed reimbursement of \$20,000.00, as allowed by the Highland Redevelopment Commission Commercial Property Improvement Grant Program guidelines..
4. That all reimbursements will be made upon delivery of proof of work completion, and receipt by the Highland Redevelopment Commission, of approved receipts for work performed, and proof that 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 28th day of April, 2020 by a vote of 5 in favor and 0 opposed.

Highland Redevelopment Commission

By: 
George Georgeff, President

Attest:

By: 
Robyn Radford, Secretary

HIGHLAND MAIN STREET BUREAU
COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant Name: DAVID FERRETT
Applicant Address: 1313 PARK DRIVE MONSTER IN
Business Name: DEF PROPERTIES LLC III
Business Owner: DAVID & ERIK FERRETT
Business Owner Address: SCILL
Property Address: 2990 HIGHWAY AVE HIGHLAND IN
Property Key Number: 45-07-21-952-010-000-026
(This is the 18-digit number that identifies property in Indiana)
Phone Number: 219-525-1211 Fax Number: 219-525-0653
Email Address: dferr1@qib21.com
Estimated Start Date: MAY 1, 2020 Completion Date: JULY 2020
Total Cost of Project: \$ 230,417⁰⁰
Owner Commitment: \$ 190,419⁰⁰
Commercial Property Improvement Grant Program Commitment (30% maximum): \$ 40,000

Please attach the following supporting documents:

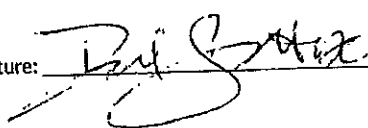
Attachment #1: Project scope of work, including architectural renderings, color samples, product specifications/cut sheets and/or other manufacturer product information.

Attachment #2: Photos of existing building and close-up photos of areas to be improved.

Attachment #3: Professional cost estimates from contractors, architects and tradesmen. Include cost estimates for both the materials and labor. One alternate estimate must be provided for comparison.

Attachment #4: A copy of your lease agreement/letter of intent and written permission of the building owner, if the applicant is not the owner.

follow the Commercial Property Improvement Grant process. I am submitting documentation as requested.

Applicant's Signature:  Date: 1/17/2020

COMPLETE AND RETURN THIS APPLICATION WITH ATTACHMENTS TO:

Highland Main Street Bureau
Attn: Kathy DeGuilio-Fox, Redevelopment Director
3333 Ridge Road, Highland, Indiana 46322
Phone: 219-972-7598
Email to:

Boerman Construction Inc.

787 West 600 North
Hobart, IN 46342

Estimate

Date	4/16/2020
Estimate #	2020-12
Phone #	219-313-4028

Name / Address
DEF Property LLC. Dave Foreit 2621 Highway Highland, IN 46322

E-mail	d_b1418@sbcglobal.net
--------	-----------------------

Terms	Due Date	Project
	4/2/2020	2940 Highway Interior buil...

Item	Description	Qty	Rate	Total
Carpentry	Framing: Frame all walls to top of existing ceiling. Labor and material		19,605.00	19,605.00
Carpentry	Trim: Install metal framed door jambs 20 Min 1 3/4" doors , locks, door stops, base and base shoe trim. Labor and material.		17,446.00	17,446.00
Ceiling	Acoustical ceiling: Install 2'x2' acoustical ceiling system. (Fire rated)		15,750.00	15,750.00
Window	Remove and install 6 new windows in back of building. Allowance for windows \$6,000.00 labor and material.		7,920.00	7,920.00
Electric	Rough in outlets, switches, lighting, smoke alarms, and exit signs. Install all new devices and light fixtures. Labor and material.		34,960.00	34,960.00
Plumbing	Rough in for 3 bathrooms, utility room, and kitchen area. Install all new fixture labor and material		14,650.00	14,650.00
H.V.A.C.	Install new supply and returned air ducts. Install diffusers and grills. Labor and material.		16,489.00	16,489.00
Concrete	Cut floor and patch for new plumbing lines. Labor and material		1,750.00	1,750.00
Insulate	Install R 15 on exterior walls, interior rosily sound insulation, and blow in insulation in attic		23,963.00	23,963.00
Drywall	Install 5/8 drywall on all walls. Finish tape for paint. Labor and material		21,444.00	21,444.00
Carpet	Install carpet on all floors except for bathrooms and utility room.		7,390.00	7,390.00
Tile	Install tile on 3 bathroom floors , utility room floor. (Floors only) Allowance for tile \$4.00 sf		2,220.00	2,220.00
Painting	Prime all new drywall, Paint walls with 2 coats of paint, paint doors and trim, and caulk and putty. Labor and material		8,425.00	8,425.00
General Contractor	General contracting fec 20% of \$192,012.00		38,402.00	38,402.00
Total				\$230,414.00

Signature _____



40 E Joliet St. • Schererville, Indiana 46375 • (219) 515-2882 • Fax (219) 515-2883
dtmconstruction@gmail.com

4/9/2020

*DEF Properties LLC
Dr David Foreit
2621 Highway Ave
Highland In 46322*

*Re: 2940 Highway Ave
Highland In 46322*

INTERIOR WORK SPECIFICATIONS

As per your request, I have inspected the building at the above address, and submit the following to you. All material, labor and licensed bonded and insured workers to perform the following work to building code:

- Frame interior and exterior walls to existing ceiling.
- Install 1 ¾" doors. Price includes metal door jambs and all related hardware and trim.
- Install six (6) new windows on the rear of the building. Allowance for this is \$6,000.00.
- Install electrical rough per code. This includes switches, outlets, exit signs smoke alarms, lighting, and light fixtures.
- Install rough plumbing per code. Cut floor to install new plumbing lines, repair concrete when completed. Included are 3 bathrooms, kitchen, and utility room. Install new fixtures.
- HVAC system will have new supply and return air ducts, diffusers & grills.
- Exterior walls will have an insulation installed (R-15). Interior walls will have a sound deadening (Rosily) insulation installed. Attic will have a blown in insulation to code.
- Install 5/8" drywall on walls. Finish tape and prepare for painting.
- Install a fire rated, 2'x2' acoustical grid ceiling.
- Install tile in bathrooms (3) and utility room. Allowance for tile is \$4.00 per sq. ft.
- Prime drywall and paint with 2 coats. Paint trim and doors. Caulk and putty.
- Clean and remove all debris.
- Price includes general contracting fee.
- Due to the unknown costs, permit fees will be an additional charge.



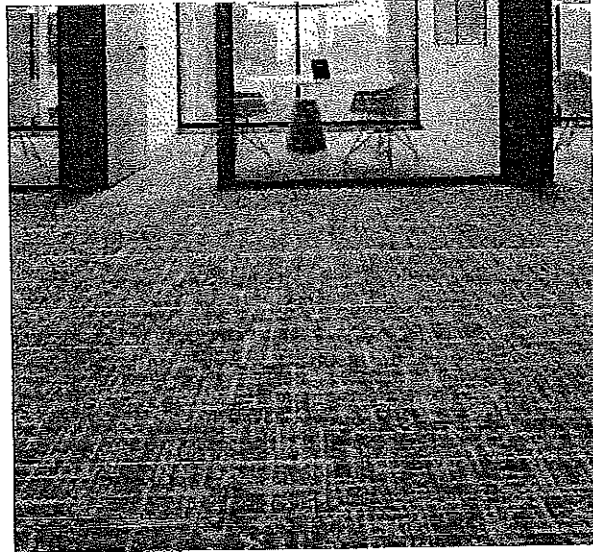
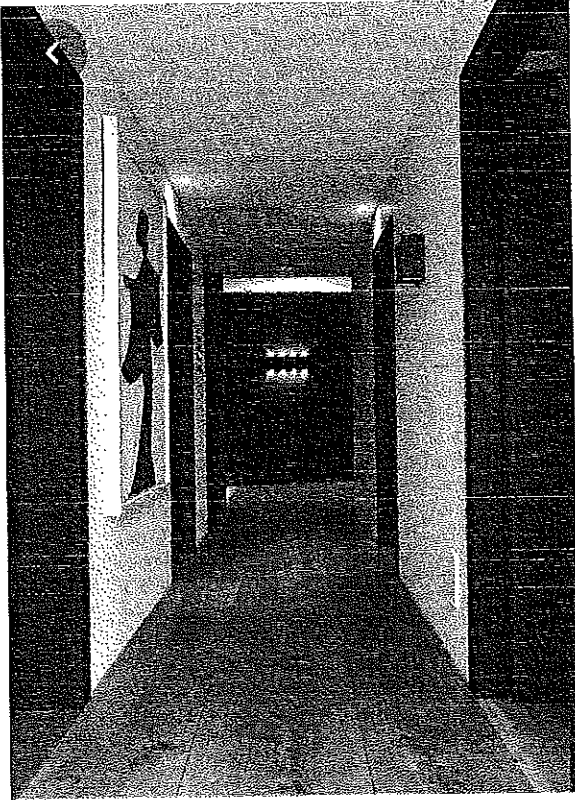
Investment Summary

PRICE: \$240,950.00

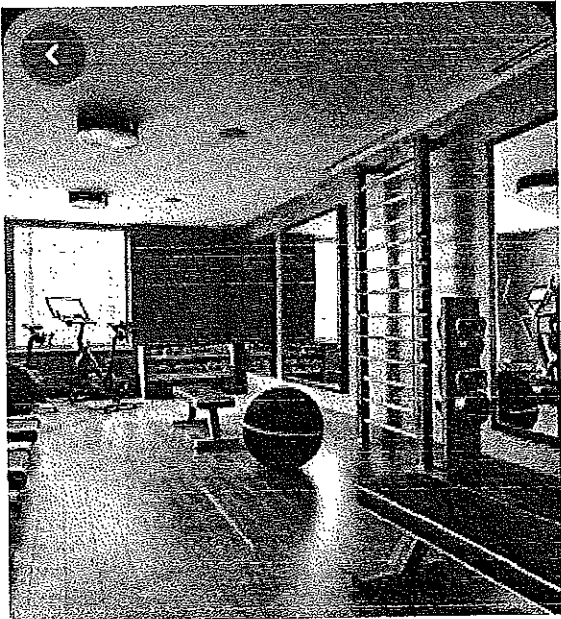
TERMS: To be determined.

Warranty: 10-Year Labor Warranty Due To Workmanship.
Limited Lifetime Warranty Issued By Manufacturer.

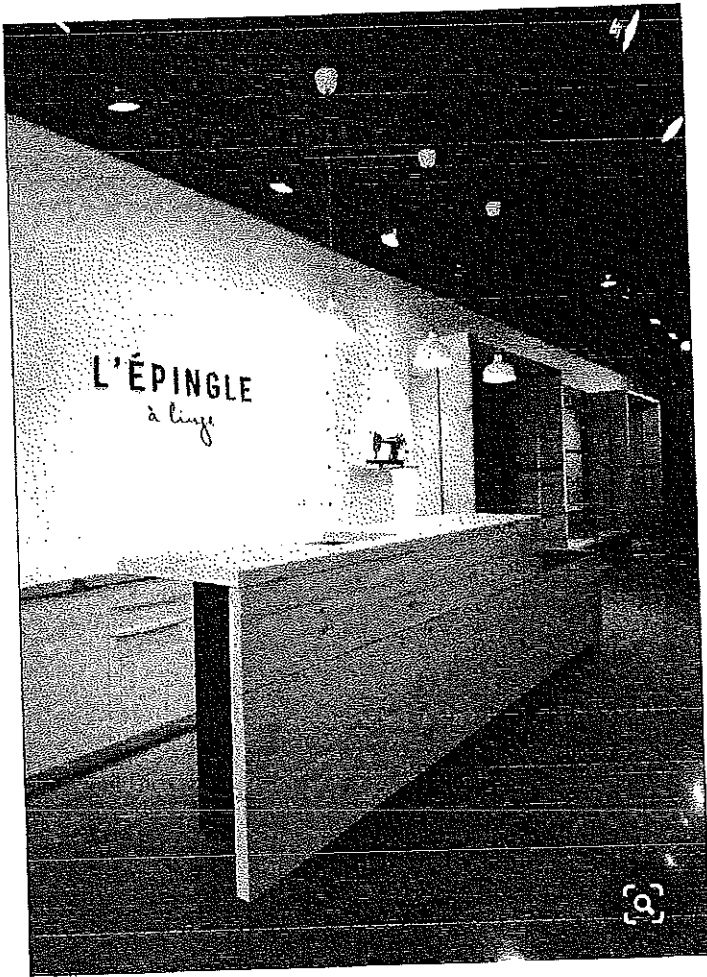
Overall Color Scheme and Carpeting selection:



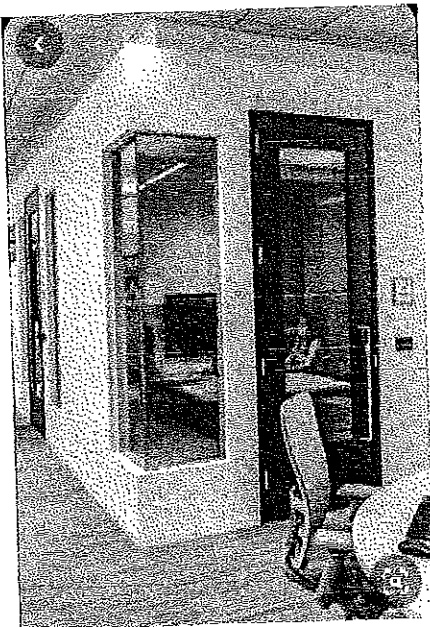
Traction and physical therapy area:



Reception and waiting area: polished concrete floors and sprayed black ceilings:



Office build outs with windows and exam rooms without windows.



Resolution No. 2020-13

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION TO PROVIDE REIMBURSEMENT TO DEF
PROPERTIES, LLC FOR A COMMERCIAL PROPERTY FACADE
IMPROVEMENT GRANT OF PROPERTY LOCATED AT
2940 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 2020 budget approved the Commercial Property Improvement Grant Program which is intended to provide financial assistance for significant commercial property 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, DEF Properties, LLC applied for a grant totaling **\$71,903.00**, of which a not to exceed 30%, or **\$21,570.00**, may be reimbursed to them for eligible project costs upon completion of the work with approved receipts; and

WHEREAS, the Commission through its Commercial Property Improvement Grant Program Guidelines reserves the right to award a maximum grant of \$40,000 for any individual application submitted.

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 David Foreit of DEF Properties, LLC for a Commercial Property Interior Improvement Grant for property located at 2940 Highway Avenue.
2. The project cost applied for is \$71,903.00 as designated by the contractors lowest work estimate submitted as supporting documentation to the application.
3. That the Commission approves and will provide up to and a not to exceed reimbursement of \$20,000.00, as allowed by the Highland Redevelopment Commission Commercial Property Improvement Grant Program guidelines.
4. That all reimbursements will be made upon delivery of proof of work completion, and receipt by the Highland Redevelopment Commission, of approved receipts for work performed, and proof that 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 28th day of April, 2020 by a vote of 5 in favor and 0 opposed.

Highland Redevelopment Commission

By: _____

George Georgeff, President

Attest:

By: _____

Robyn Radford, Secretary

HIGHLAND REDEVELOPMENT COMMISSION
COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant Name: DAVID & Emily Forest
Applicant Address: 1313 Park Dr. Muncie IN 46321
Business Name: DEF Properties III
Business Owner: Same as above
Business Owner Address: Same as above
Property Address: 2940 Highway Ave. Highland IN
Property Key Number: 45.07.21.457.010.000.026
(This is the 18-digit number that identifies property in Indiana)
Phone Number: (219) 205-4201 Fax Number: 219-595-0653
Email Address: dforest@gmail.com
Estimated Start Date: May 1, 2020 Completion Date: July 2020
Total Cost of Project: \$ 71,903
Owner Commitment: \$ 50,333
Commercial Property Improvement Grant Program Commitment (30% maximum): \$ 21,570

Please attach the following supporting documents:


Attachment #1: Project scope of work, including architectural renderings, color samples, product specifications/cut sheets and/or other manufacturer product information.

Attachment #2: Photos of existing building and close-up photos of areas to be improved.

Attachment #3: Professional cost estimates from contractors, architects and tradesmen. Include cost estimates for both the materials and labor. One alternate estimate must be provided for comparison.

Attachment #4: A copy of your lease agreement/letter of intent and written permission of the building owner, if the applicant is not the owner.

follow the Commercial Property Improvement Grant process. I am submitting documentation as requested.

Applicant's Signature:  Date: 4/7/20

COMPLETE AND RETURN THIS APPLICATION WITH ATTACHMENTS TO:

Highland Redevelopment Commission
Attn: Kathy DeGuillo-Fox, Redevelopment Director
3333 Ridge Road, Highland, Indiana 46322
Phone: 219-972-7598
Email to: kathy@hlandredev.com

Boerman Construction Inc.

787 West 600 North
Hobart, IN 46342

Estimate

Date	4/2/2020
Estimate #	2020-11
Phone #	219-313-4028

Name / Address
DEF Prop's III 1313 Park Dr Munster, IN 46321

E-mail	d_b1418@sbcglobal.net
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Terms	Due Date	Project
	4/2/2020	2940 Highway Highland E...

Item	Description	Qty	Rate	Total
Carpentry	Remove windows and door in front of building and frame for new windows and door. Labor and material		6,350.00	6,350.00
Windows	Install Commercial store front with new windows and door Labor and material		18,423.00	18,423.00
Roofing	Remove roof in front on the front of building. Labor and material		3,860.00	3,860.00
Masonry	Remove all the brick off the front of the building. Install new brick on the front of the building. Labor and material		29,350.00	29,350.00
Carpentry	Install 60' of treated backing for metal flashing on top of wall. Labor and material		740.00	740.00
Roofing	Install 60' of custom made metal flashing to cap wall. Labor and material		1,200.00	1,200.00
General Contractor	General Contracting fee 20% \$59,923.00 = \$11,984.60		11,980.60	11,980.60
Total				\$71,903.60

Signature _____



40 E Joliet St. • Schererville, Indiana 46375 • (219) 515-2882 • Fax (219) 515-2883
dtmconstruction@gmail.com

4/9/2020

*DEF Properties LLC
Dr David Foreit
2621 Highway Ave
Highland In 46322*

*Re: 2940 Highway Ave
Highland In 46322*

EXTERIOR WORK SPECIFICATIONS

As per your request, I have inspected the building at the above address, and submit the following to you. All material, labor and licensed bonded and insured workers to perform the following work to building code:

- On the front of the building, remove the existing windows and doors and install new commercial store front including windows, door, frame and hardware.
- Remove existing brick on the front of building and install new.
- Remove the existing roof on front of building.
- Install 60 ft of treated wood in preparation for coping metal.
- Install 60 ft of custom-made coping metal to parapet wall.
- Price includes general contracting fee.
- Permits to be an additional charge.



Investment Summary

PRICE: \$77,550.00

TERMS: To be determined.

Warranty: 10-Year Labor Warranty Due To Workmanship.
Limited Lifetime Warranty Issued By Manufacturer.



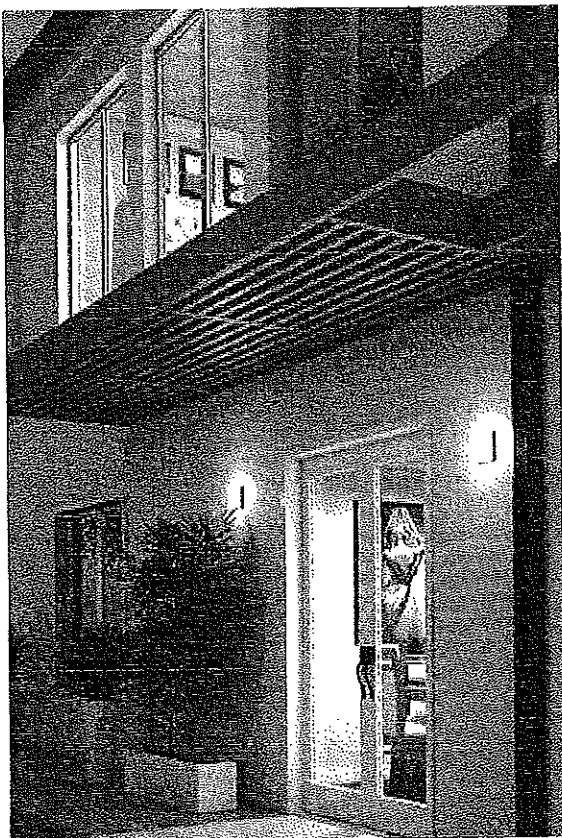
BRICK WILL BE REPLACED WITH AN OFF-WHITE BRICK, NEW (NON-ARCHED) WINDOWS AND STOREFRONT DOOR.



REPLACING SHINGLE FACING WITH ALUMINUM WOOD-LOOK FACIA:



WOOD SLAT CANOPY OVER ENTRYWAY (SIMILAR TO WHAT IS INSTALLED AT PRAMUK DENTAL CENTER):



Resolution No. 2020-14

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION TO PROVIDE REIMBURSEMENT TO AUSTGEN
PROPERTIES FOR A COMMERCIAL PROPERTY FACADE
IMPROVEMENT GRANT OF PROPERTY
LOCATED AT 3750 RIDGE ROAD**

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 2020 budget approved the Commercial Property Improvement Grant Program which is intended to provide financial assistance for significant commercial property 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, Austgen Properties applied for a grant totaling **\$122,211.00**, of which a not to exceed 30%, or **\$36,663.00**, would be reimbursed to them for eligible project costs upon completion of the work with approved receipts; and

WHEREAS, the Commission through its Commercial Property Improvement Grant Program Guidelines reserves the right to award a maximum grant of \$40,000 for any individual application submitted.

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 Jeff Austgen of Austgen Properties for a Commercial Property Façade Improvement Grant for property located at 3750 Ridge Road.
2. The project cost applied for is \$122,211.00 as designated by the contractors lowest work estimates submitted as supporting documentation to the application.
3. That the Commission will provide up to and a not to exceed reimbursement of \$36,663.00, or approximately 30% of the estimated eligible project costs, and based upon the total project cost of \$122,211.00.
4. That all reimbursements will be made upon delivery of proof of work completion, and receipt by the Highland Redevelopment Commission, of approved receipts for work performed, and proof that 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 28th day of April, 2020 by a vote of 0 in favor and 5 opposed. Resolution 2020-14 was denied.

Highland Redevelopment Commission

By: _____

George Georgeff, President

Attest:

By: _____

Robyn Radford, Secretary

HIGHLAND MAIN STREET BUREAU
COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM APPLICATION

Applicant Name: Jeff Austgen MA Properties VIII LLC
Applicant Address: 801 E. Main St. Griffith
Business Name: Austgen Properties
Business Owner: Jeff Austgen
Business Owner Address: 801 E. Main St. Griffith IN 46319
Property Address: 3750 Ridge Rd
Property Key Number: 45-07-27-202-009-000-026
(This is the 18-digit number that identifies property in Indiana)
Phone Number: 219-922-2074 x117 Fax Number: 922-8409
Email Address: jeff@austgen.com
Estimated Start Date: 6/1/20 Completion Date: 8/1/20
Total Cost of Project: \$ 122,211
Owner Commitment: \$ 85,548
Commercial Property Improvement Grant Program Commitment (30% maximum): \$ 36,663

Please attach the following supporting documents:

Attachment #1: Project scope of work, including architectural renderings, color samples, product specifications/cut sheets and/or other manufacturer product information.

Attachment #2: Photos of existing building and close-up photos of areas to be improved.

Attachment #3: Professional cost estimates from contractors, architects and tradesmen. Include cost estimates for both the materials and labor. One alternate estimate must be provided for comparison.

Attachment #4: A copy of your lease agreement/letter of intent and written permission of the building owner, if the applicant is not the owner.

N/A

follow the Commercial Property Improvement Grant process. I am submitting documentation as requested.

Applicant's Signature:  Date: 3/18/20

COMPLETE AND RETURN THIS APPLICATION WITH ATTACHMENTS TO:

Highland Main Street Bureau
Attn: Kathy DeGullo-Fox, Redevelopment Director
3333 Ridge Road, Highland, Indiana 46322
Phone: 219-972-7598
Email to: kdegullo-fox@highland.in.com



801 East Main Street
Griffith, IN 46319
Ph. 219-922-2074
Fax 219-922-0409
www.austgen.com

Commercial
Residential
Retail
Industrial
ULock Storage

MA VIII LLC.
801 E. Main St.
Griffith, In 46319

March 18, 2020

RE: 3750 RIDGE RD, HIGHLAND

Austgen Properties along with Austgen Electric proposes to furnish all materials and perform all labor necessary to complete the following:

- Remove wood lathe and tar paper on exterior of building.
- Plywood over old Window and Door area on the Northeast corner.
- Saw cut and remove block for new window. Frame window opening to match West side window.
- Install one Bronze Thermal Window Frame with 1" clear insulated glass. Caulk and seal as needed.
- Install 132' of customer supplied Cornice at the top of building.
- Remove old and install new Bronze parapet cap on three side of building. Front and sides.
- Install customer supplied 50' Awning.
- Remove rear gutter and downspouts. Mortar fill all holes on back of building and prep for paint.
- Install new gutter and downspouts on rear of building.
- Remove two West facing lights and brackets along with two rear lights. Re-install after brick facade is complete.
- Install six new LED up/down lights, six new LED awning lights and one 20' light pole along with all associated conduit, boxes and light pole foundation.
- Supply electric for future sign (front of building).
- Sand, prime and paint existing post sign. Remove old lights and ballast and covert to LED. Install customer supplied translucent panels.
- Landscape East side of building in existing planter area.

Total Project Cost \$ 53,600.00

Price Does Not Include: Overtime or permit fees.

No retainage, paid upon completion, net 30, standard terms apply. Quote valid for 10 days.

Respectfully submitted,

Jeff Austgen

If you default in payment, you agree to pay the holder of this proposal all costs of collection including reasonable attorney fees, court costs, and interest at the rate of 1.5% per month-annual percentage rate 18% from the date of the default, without relief from valuation & appraisal laws. Terms, progress billing, balance due upon completion, with approved credit. No retainage allowed. Quote valid for 5 days.

Acceptance

Date _____

By _____

TO: Jeff Austgen
 Austgen Properties Inc.
 801 E. Main St
 Griffith, IN 46319

RECAP SHEET
 Cost Sheet
 March 18, 2020



RE: 3750 Ridge Rd.
 Highland, IN 46322

Gross Building (SF) 3,383		SITework		SHELL & CORE		OFFICE BUILDOUT		TOTAL COSTS	
Project Duration 3.00		Total \$	Cost/AC	Total \$	Cost/SF	Total \$	Cost/SF	Total Amount \$	Cost/SF
Start Date 6/1/2020									
Lot Size (AC) 1.74									
Division	Trade								
								1,500	0.44
		1,500						0	0.00
		0						3,000	0.89
1	SURVEY AND LAYOUT ALLOWANCE							0	0.00
	TESTING ALLOWANCE	0						0	0.00
2	SITE DEMOLITION	3,000						0	0.00
	MASS EXCAVATION	0						0	0.00
	SWPPP MONITORING ALLOWANCE	0						0	0.00
	DETENTION STORMWATER	0						0	0.00
	ASPHALT PAVING	0						0	0.00
	CONCRETE PAVING/CURBS	0						0	0.00
	SITE UTILITY	0						0	0.00
	SITE IMPROVEMENTS	0						0	0.00
	TRASH ENCLOSURE	0						6,000	1.77
	LANDSCAPING ALLOWANCE (AUSTGEN)	6,000						0	0.00
3	CONCRETE							0	0.00
	SIDEWALKS							0	0.00
	BOLLARDS, APRONS			42,671	\$ 12.61			42,671	12.61
4	MASONRY (NORTH STAR)			4,500	\$ 1.33			4,500	1.33
5	METAL FABRICATIONS (AUSTGEN)			23,000	\$ 6.80			23,000	6.80
6	ROUGH CARPENTRY (AUSTGEN)			7,507				7,507	2.22
	AWNING			4,934				4,934	1.46
	CORNICE			1,100	\$ 0.33			1,100	0.33
	GUTTERS/DOWNSPOUTS (STYLE CRAFT)							0	0.00
	DUMPSTERS							0	0.00
7	MEMBRANE ROOFING							0	0.00
8	MAN-DOORS - INCLUDED IN BLDG							1,500	0.44
	SECTIONAL OVERHEAD DOORS			1,500	\$ 0.44			0	0.00
	GLAZING (AUSTGEN)							1,500	0.44
9	FLOOR COATING			1,500				0	0.00
	PAINTING							0	0.00
10	FIRE EXTINGUISHERS							0	0.00
	BUILDING SIGN							0	0.00
11	LOADING DOCK EQUIPMENT							0	0.00
12	FURNISHINGS							0	0.00
13	MAIN CANOPY ALLOWANCE			4,500	\$ 1.33			4,500	1.33
	MONUMENT SIGN ALLOWANCE (AUSTGEN)							0	0.00
	OFFICE BUILDOUT ALLOWANCE							0	0.00
	BATHROOMS							0	0.00
14	CONVEYING SYSTEMS							0	0.00
15	SPRINKLER SYSTEM							0	0.00
	PLUMBING							0	0.00
	HVAC							0	0.00
	GAS PIPING AND REGULATORS			9,500	\$ 2.81			9,500	2.81
16	ELECTRICAL (AUSTGEN)			5,000	\$ 1.48			5,000	1.48
	SITE LIGHTING							0	0.00
SUBTOTAL DIRECT COST		10,500		105,711	27.13			116,211	34.35
4.30%	GENERAL COND/CONSTRUCTION MNST	5,000		5,000	1.48			5,000	1.48
SUBTOTAL		15,500		110,711	28.61			121,211	35.83
0.00%	CONTINGENCY ALLOWANCE	0						500	0.15
0.41%	PERMIT ALLOWANCE	500						0	0.00
0.00%	IMPACT, TAP-ON FEES	0						0	0.00
0.00%	ESCALATION ALLOWANCE	0						0	0.00
SUBTOTAL								0	0.00
0.00%	OVERHEAD & PROFIT							500	0.15
0.41%	LIABILITY INSURANCE	500						0	0.00
0.00%	BUILDER RISK INSURANCE	0						0	0.00
PROJECT TOTAL		16,500		110,711	28.61			122,211	36.13

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 800-399-0268 • 978-263-2482 • 855-249-8599 FAX
 SALES@ARCHITECTURAL-ELEMENTS.COM

QUOTATION

PAGE 1 OF 1

QUOTE: # 022842-00
 DATE: 3/18/2020

PROJECT: _____
 CUST PO: _____
 TERMS: PREPAID, CREDIT CARDS ADD 4%

(219) 922-2074 x117

BILLING

JEFF AUSTGEN
 AUSTGEN PROPERTIES INC.
 801 E. MAIN ST
 GRIFFITH, IN 46319

SHIPPING

JEFF AUSTGEN
 AUSTGEN PROPERTIES INC.
 801 E. MAIN ST
 GRIFFITH, IN 46319

QTY/UNIT	ITEM #	ITEM DESCRIPTION	UNIT PRICE	NET AMOUNT
11 EA	MLD344213	MOULDING - 8 3/8" PROJ X 17 5/8" H X 12' L	448.50	4,933.50

This is a confirmation of quotation only. To place the order please email a signed, dated copy of this quote. Include any PO number required. Confirm all details and delivery information for accuracy. We are not responsible for take-off quantities. Please note: Any changes in quantities may change the per-piece price or quoted freight cost. This Quote is valid for 30 days.

Terms: Prepaid, Credit Cards Add 4%
 Delivery: 2-3 Weeks Approx.

This pricing includes shipment via common carrier to a commercial address with ability to unload freight. If you require additional services such as call ahead for delivery notification, lit-gate service or if your address is residential, then contact us immediately as additional charges will apply and will be quoted in advance.

Out of state sales tax is the responsibility of the Buyer if not calculated, we do not necessarily collect sales tax outside of MA. All products are made to order and all sales are final, no returns accepted. Architectural Elements, Inc. will not accept return of any merchandise for credit except in the case of defective merchandise. Exceptions to quantity or quality of merchandise must be made within 10 days of receipt of merchandise.

Your signature indicates your understanding and acceptance of the above.

Invoiced amounts outstanding 30 days after ship date are subject to a monthly late payment charge of 2% (20 % APR).

SUBTOTAL \$4,933.50
 S&H \$148.01
 TAX _____
TOTAL QUOTE \$5,081.51

Authorized Signature: _____
 Print Name: _____
 Date Accepted: _____
 Your PO #: _____



Invoice

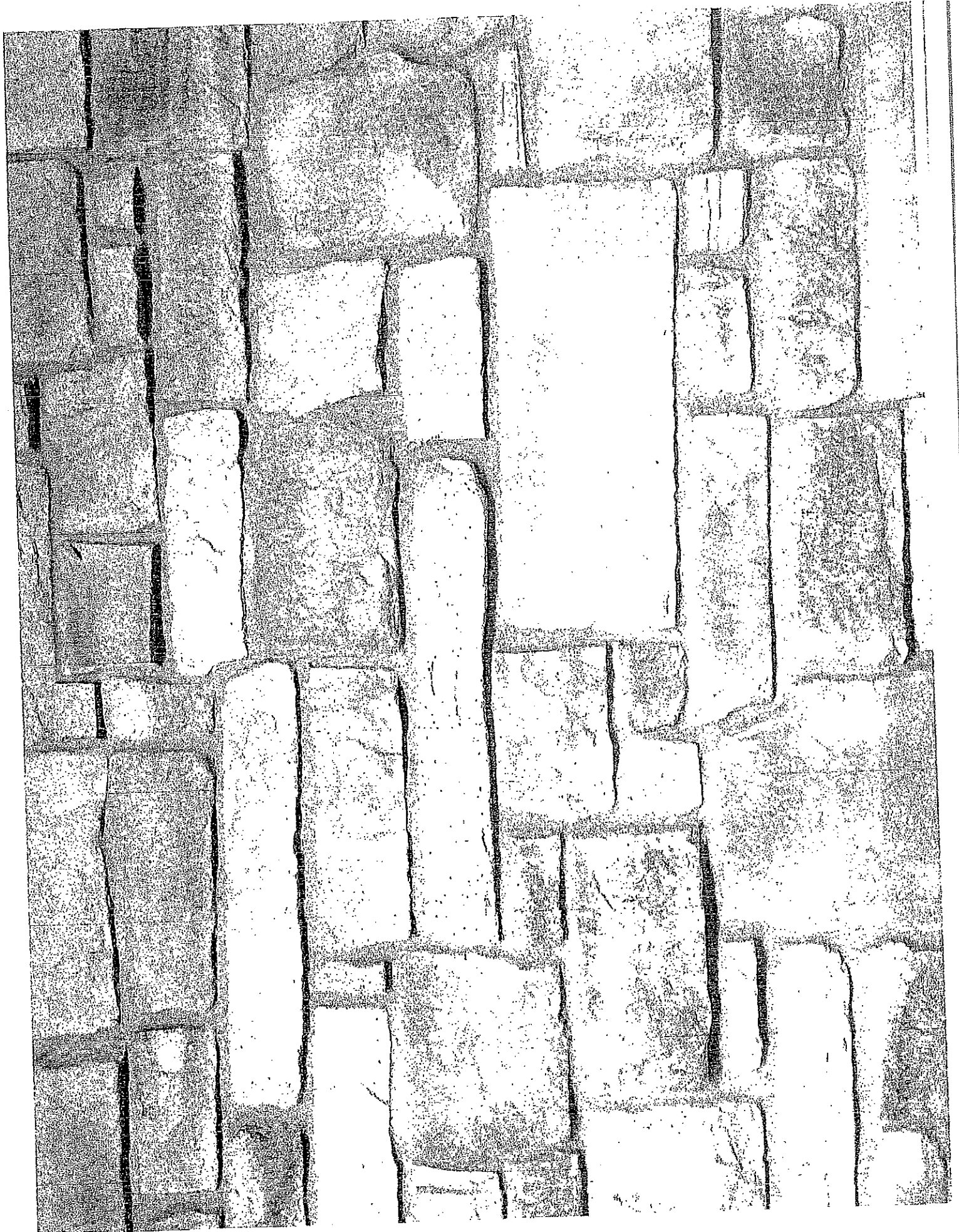
General Awnings, LLC
 PO Box 461294
 Aurora, CO 80046-1294
 1-888-768-8404
 www.GeneralAwnings.com

Date	Invoice #
3/18/2020	2031856

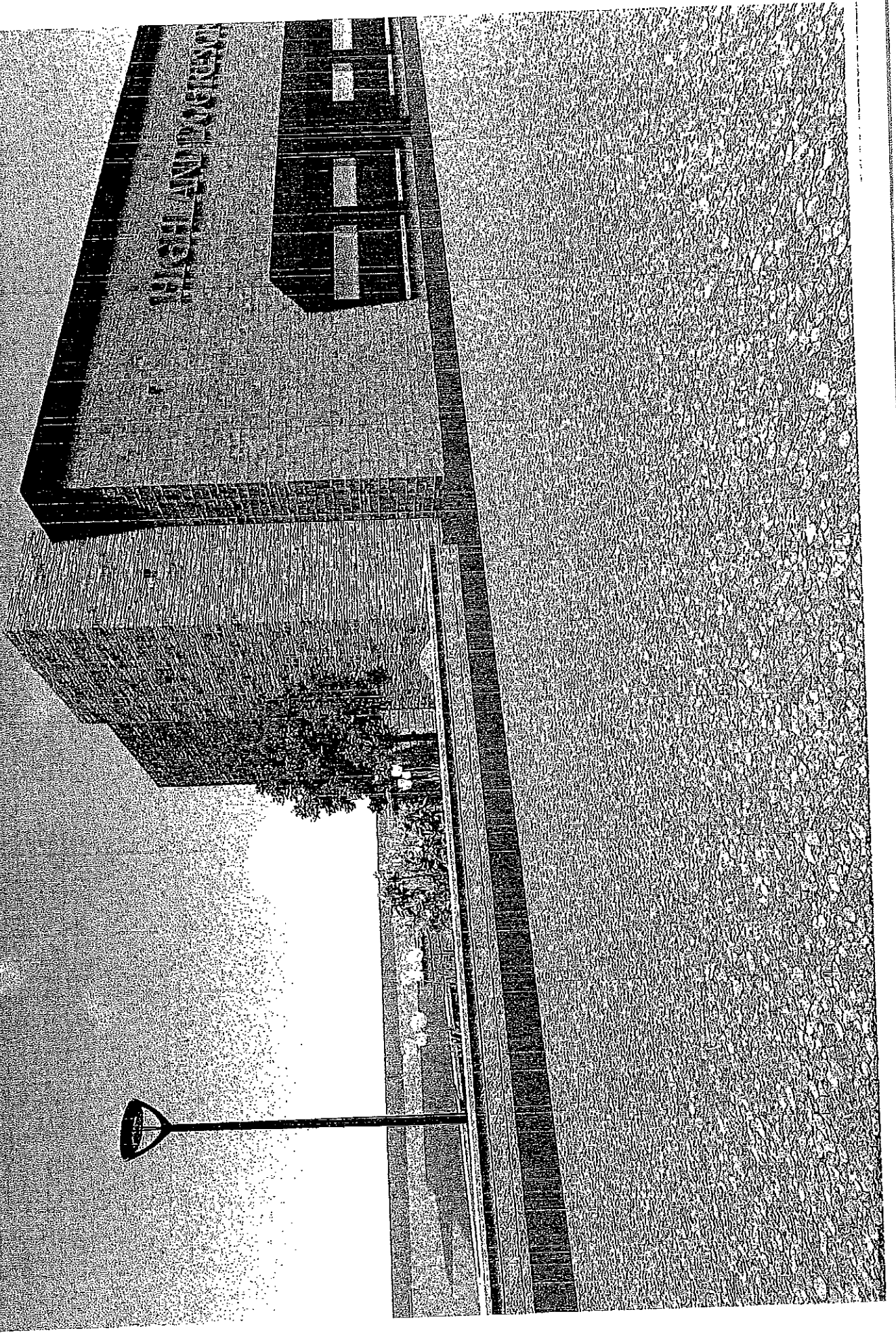
Name / Address
Austgen Properties Inc. 801 E. Main St Griffith, In 46319

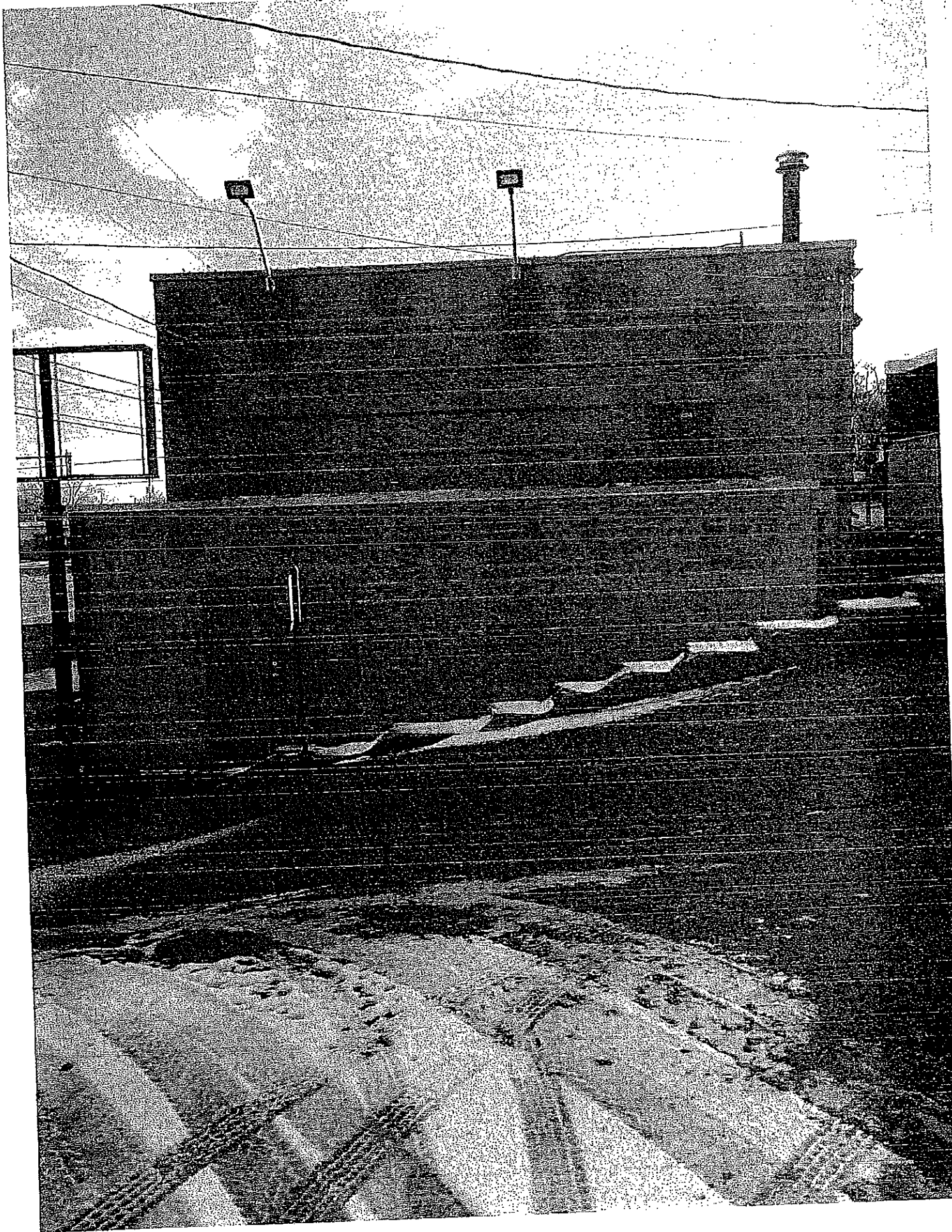
Description	Qty	Cost	Total
New Yorker Window / Door Awning Width = 50' Height x Projection = 56" x 48" Sunbrella Fabric Delivered	1	\$ 7,506.80	\$ 7,506.80
Subtotal			\$ 7,506.80
Shipping			
Sales Tax			
Total			\$ 7,506.80

Any questions, please call our toll-free number: 1-888-768-8404.
 Prepayment required for all orders. To pay by credit card, please call our toll-free number above. Mail checks or money orders to the address above.

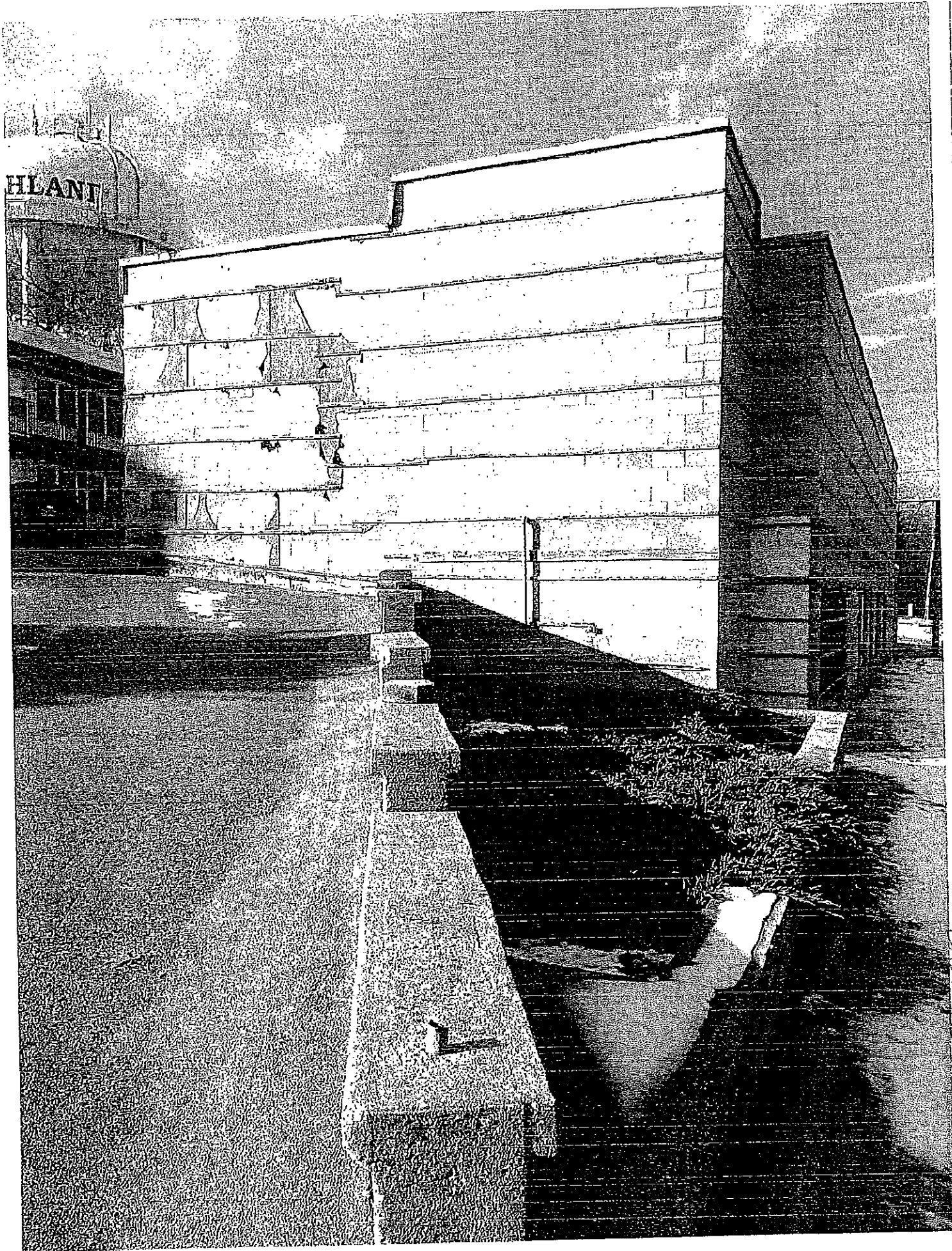


DESIGN CONCEPT - COMPLETE

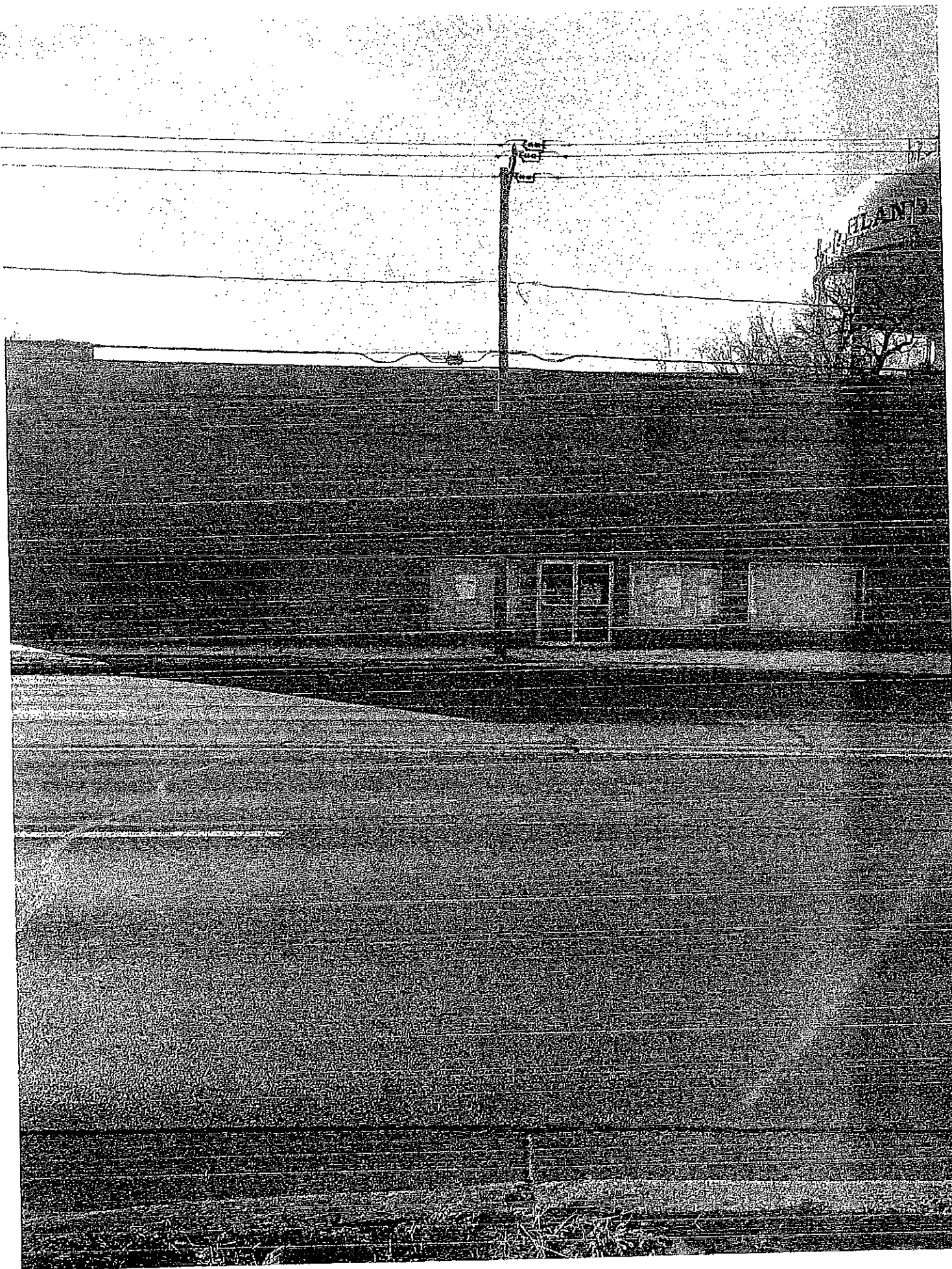




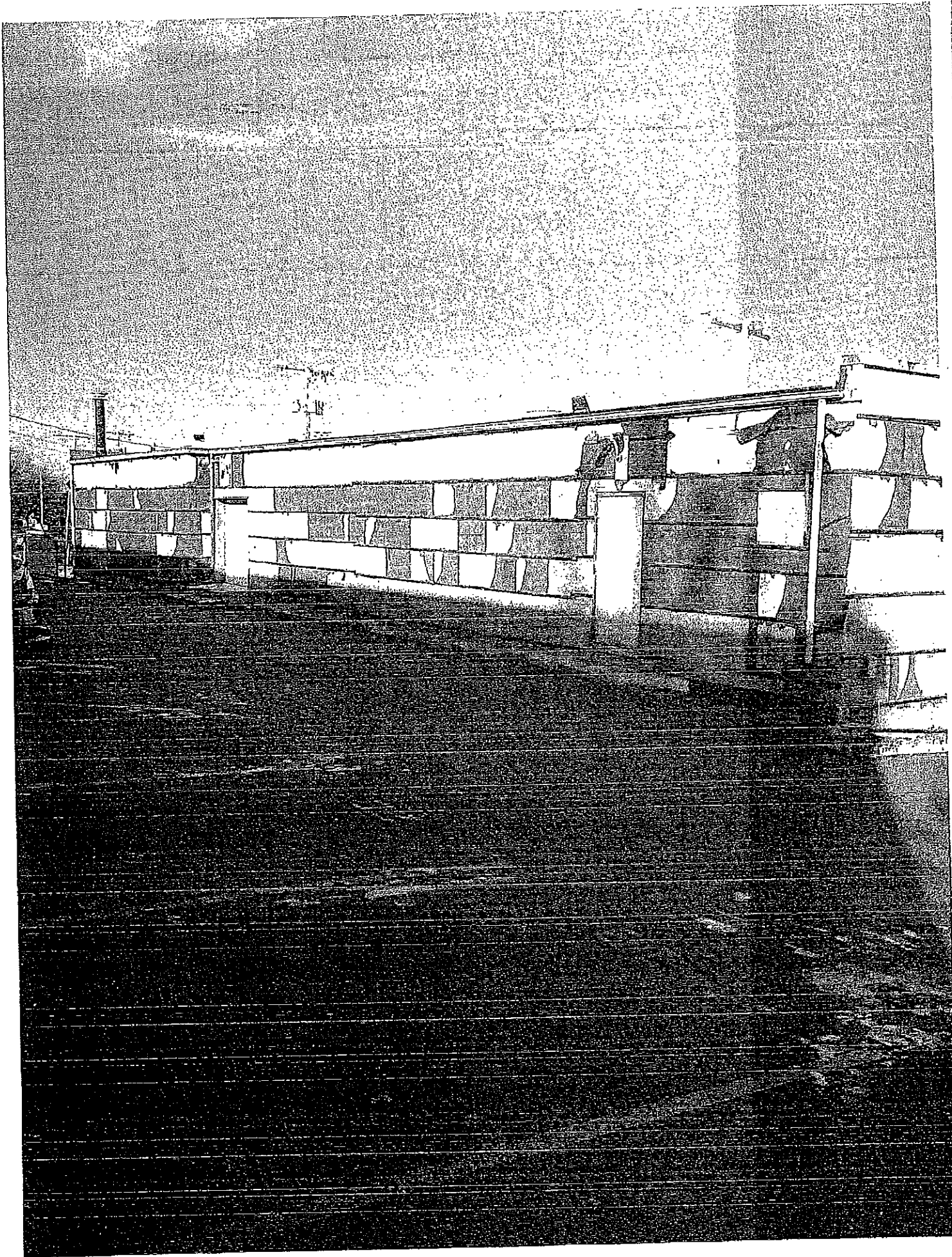
WEST ELEVATION - CURRENT



EAST ELEVATION - CURRENT



NORTH ELERANDON - CURRENT



SOUTH ELEVATION - CURRENT

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2020-15**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AND
ADOPTING AN ADDENDUM TO MODIFY AN AGREEMENT BETWEEN WEAVER CONSULTANT
GROUP AND THE HIGHLAND REDEVELOPMENT COMMISSION AS APPROVED BY
RESOLUTION 2019-11**

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 require the amending of an agreement previously executed 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 of Highland Redevelopment Commission to modify, selected terminology within specific sections of the agreement between Weaver Consultant Group and the Highland Redevelopment Commission as ratified by Resolution 2019-11.


DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 28th day of April, 2020 having passed by a vote of 5 in favor and 0 opposed.

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



President

ATTEST:



Secretary

**ADDENDUM #1 TO PROPOSAL
NO. WNCP-032-2018-16-Phase 2**

This Addendum #1 to Proposal No. WNCP-032-2018-16-Phase 2, ("Addendum"), is entered into on this 28 day of April, 2020 between **WEAVER CONSULTANTS NORTH CENTRAL, LLC**, ("Weaver"), and the **TOWN OF HIGHLAND**, through its **REDEVELOPMENT COMMISSION**, ("Commission") (collectively the "Parties") as follows:

WITNESSETH:

WHEREAS the Parties entered into the referenced contract, by proposal and acceptance, in the early part of 2019, which was executed by the Commission on March 18, 2019.

WHEREAS the Parties seek to amend the referenced contract by way of this Addendum in the following ways:

- a. "Task 3 – Construction Management" as described on pages 3-5 of the referenced contract shall be amended by this Addendum and henceforth described as "Construction Engineering and Inspection Services". Weaver will oversee the bidding, contractor selection process and manage the contractor selected for the parking lot improvements, the trolley stop and the Depot public restroom building construction. All contracts will be between the Town of Highland and the contractor selected through a bidding process and;
- b. Weaver will provide engineering and inspection services during construction and for the duration of this project to ensure compliance with the architectural and engineering plan, project schedule and budget. Services will include shop drawings review, preparation of change orders and contractor payment approvals, final punch lists and project close-out. Services will include all bullet points under Phase I as listed on page 4 of referenced contract and;
- c. Task 3 – "Construction Management" as described on page 6, Section: Schedule of the referenced contract shall be further amended and henceforth described as: "Construction Engineering and Inspection Services". Weaver will perform in accordance with the overall project schedule and assumes all work will be completed no later than October 4, 2020. Any work performed after that date will be on a time and material basis and;
- d. Task 3 – "Construction Management" as described on page 6, Section: Fee Estimate of the referenced contract shall be further amended and henceforth described as: "Construction Engineering and Inspection Services". Weaver will provide the services described in Sections a – c of this Addendum with no change to the estimated fees as described in the original referenced contract.

IN WITNESS WHEREOF:

The Parties, with their respective hands and seals, hereby execute this Addendum on the date first above written.

Town of Highland
Redevelopment Commission

Weaver Consultants North
Central, LLC

Client

Consultant

Kathy DeGulio Fox
By (Signature)

John J. Talbot
By (Signature)

KATHY DeGulio-Fox
By (Printed Name)

John J. Talbot
By (Printed Name)

Redevelopment Director
Title

Project Director
Title

April 29, 2020
Date

4/28/20
Date

**THE TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2019-11**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN
AGREEMENT FOR PHASE II CIVIL ENGINEERING, SURVEYING SERVICES AND CONSTRUCTION
MANAGEMENT OF SW CORNER OF HIGHWAY AVENUE AND KENNEDY AVENUE
TO THE HIGHLAND REDEVELOPMENT COMMISSION**

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, Lake County, Indiana:

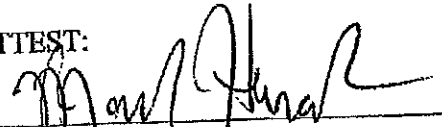
That it is in the best interest of the Town to enter into an Agreement with Weaver Consultants Group for Phase II Civil Engineering, Surveying Services and Construction Management of the SW Corner of Highway Avenue and Kennedy Avenue for a Total All Tasks amount of \$66,000.00.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 18th day of March, 2019 having passed by a vote of 5 in favor and 0 opposed.

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


Bernie Zemen, President

ATTEST:


Mark Herak, Secretary



March 13, 2019

Town of Highland
3333 Ridge Rd.
Highland, IN 46322
c/o Kathy DeGullio-Fax

Re: Proposal for Engineering and Surveying Services Phase 2, Rev 1
Downtown Parking Lots, Highland, IN
Proposal No. WNCP-032-2018-16-Phase 2

Dear Kathy:

Weaver Consultants North Central, LLC (Weaver) appreciates the opportunity to submit this revised proposal to provide Phase 2 civil engineering and surveying services for proposed improvements to assist in the redevelopment of downtown Highland, IN. We have the in-house capability to provide civil, geotechnical, environmental, surveying and construction services, to provide a more coordinated and efficient project. All of these services can be utilized to efficiently expedite this project, thus we can save our clients time and money.

This proposal includes a brief Project Summary, as well as a Scope of Work that addresses the specific services we are prepared to provide. The Clarifications and Assumptions provide our most recent understanding of circumstances and concerns that may not yet be final per this proposal date.

Project Summary

Our team is implementing the downtown redevelopment plan for the Town of Highland. The redevelopment is concentrating on the SW corner of Kennedy Avenue and Highway Street. Much of the parking lot and development is on land currently owned by NISource. We had several meeting and conversations with NISource regarding the use of their land. In addition, it has been determined that relocation of the Erie Lackawanna Trail bike trail and the addition of restroom facilities in a facility resembling the original Highland train depot is desirable. Both of these revisions will be implemented on land to be owned by the Town outside of the original boundaries of the project. New topographic surveys of these areas will be required. This parking lot is in a generally deteriorated condition and Phase 1 determined that it will have to be reconstructed, not just resurfaced as originally proposed. The town has determined the development of the theater and a medical office building is unlikely. The community gardens will be eliminated. A public trolley stop is desired adjacent to Highway street entrance. Redevelopment of the gas station lot is still anticipated but land acquisition will proceed outside of the

time frame for this phase. A revised master plan of the building area and parking area will be required. Value engineering of the development will also be performed.

Our Scope of Work, Proposed Schedule, and associated Fees for Phase 2 are included below.

Scope of Work

Weaver has prepared the following Scope of Work for this project. The Scope of Work reflects the anticipated efforts to complete the surveying and civil engineering portions of this project. Efforts not outlined below will be considered Additional Services and will be negotiated prior to commencing any work outside of the Scope of Work described herein.

Task 1 – Topographic and Land Surveys:

Topographic Survey

The revised redevelopment plans will require a topographic map of the additional redevelopment areas for the SW corner in order to implement the bike trail relocation and the Depot restroom facility. Additional study and survey of sanitary and storm sewers and watermain will also be required. WCG can produce TOPOGRAPHIC SURVEYS for the additional areas to be redeveloped. WCG will produce a topographic survey; topographic information shall be obtained according to the attached topographic survey requirement sheet (attached Exhibit "B").

Licensed Area Legal Description

Based on documents provided to WCG from the client or as a result of a title search coordinated by WCG, WCG will create a boundary survey and write legal descriptions for the larger/red area outlined in the attached Exhibit B. The survey and legal description will conform to the current Indiana standards for a retracement or original survey.

Lot 5 Legal Description

Based on documents provided to WCG from the client or as a result of a title search coordinated by WCG, WCG will create a boundary survey and write a legal description for the smaller/green area outlined in the attached Exhibit B. The survey and legal description will conform to the current Indiana standards for a retracement or original survey.

Task 2 – Civil Engineering

Upon completion of the topographic survey, Weaver will prepare civil engineering drawings sufficient for construction. The Scope of Work is as follows:

- John Talbot will be the primary interface with NIPSCO for obtaining easement rights and land acquisition of lot 5. This role was formerly being performed by Cliff Fleming.
- SW Corner Parking Lot – Parking Lot reconfiguration, new entrance locations, Erie Lackawanna Trail relocation, "Depot" restroom and plaza site work, sidewalk connections to Kennedy/Highway Intersection.

- In cooperation with the project team of Weaver Sherman, Latent Design and Karner Blue, re-assess the parking lot configuration, eliminating the theater and medical building, new layout of parking and value engineering to save cost.
- Review of applicable zoning and storm water management codes to determine the municipal requirements for the parking lot and the storm water detention facility. Compute the volume of storm water detention required to meet local and county storm water regulations.
- Work with the project architects to finalize parking lot layout and geometric plan which addresses the Highland zoning code requirements for setbacks, parking and landscaping requirements. Inclusion of bike trail relocation and restroom facility building and plaza.
- Prepare a drainage plan to manage the flow of surface waters and convey the primary drainage to the storm water detention system for the net additional impervious surface. Catch basins and storm sewers will conform to City requirements for drainage areas and conveyance respectively.
- Propose a cost effective pavement section for the parking lot based on design requirements established with you.
- We will work with the Town to value engineer the project in order to control overall project cost.
- Prepare a grading and paving plan of the expanded area which attempts to balance the earthwork on the site based upon geotechnical and drainage conditions encountered on the site.
- A low retaining wall may be required. This proposal assumes the wall will be less than 3 feet in height and no structural engineering or structural engineer sign and seal is required.
- Drawings will show proposed signage, landscaping, parking lot lighting, streetscaping and other pertinent information designed by others.
- Prepare a list of items and quantities based on the design to assist you in estimating the probable construction cost of the project.

Task 3 – Construction Management

Weaver will provide Construction Management services to manage the bidding, contractor selection process and to manage the contractor(s) selected for the Parking Lot improvements, the trolley stop, and the Depot restroom building construction. All construction contracts will be between the Town of Highland and the contractor(s) selected for the work.

Weaver will manage the construction for the duration of this project to ensure compliance with the Architectural and Engineering plans and project schedule and budget. Services will include shop drawings management, preparation of change orders and contractor payment approvals, final punchlists, and project close out. Our services will include the following:

Phase 1: Construction Management

- Organize and direct a preconstruction meeting with the Contractor, Engineer and the Owner. Review Project organization, lines of authority and Project procedures.
- In collaboration with the Contractor, develop a construction schedule outlining start and finish dates for procurement and construction activities. Establish major milestones for each segment of the work. Update the Master Schedule as appropriate to incorporate such activities and dates.
- Review Contractor's updates to the construction schedule. Observe construction progress and report deviations from the schedule which will jeopardize job progress. Work with Contractor to develop recovery plans. Update the Master Schedule as appropriate to incorporate such activities and dates.
- Observe Work in progress for conformance with plans and specifications and report defects and deficiencies.
- Assist in the selection of independent testing agencies. Coordinate their work, review their reports and make recommendations regarding their findings.
- Maintain a complete and current record of Project contracts, drawings and specifications, progress photos, etc. Maintain a file of all Project correspondence, directives and meeting minutes.
- Maintain or cause to be maintained weekly job site reports recording weather, general activities completed and special occurrences (e.g. accidents, injuries, etc.).
- Monitor delivery and review of shop drawings by the architect and engineer and submittals and expedite approvals of same. Maintain (or cause to be maintained) submittal/approval logs and sets of all such documents and samples.
- Monitor and coordinate Contractor requests for information.
- Monitor Contractor performance as to cost, quality and schedule.
- Attend regular job site meetings with all Owner and Contractor representatives and Owner consultants as appropriate; discuss job progress, track and record key actions and decisions and prepare and/or review meeting minutes as required.
- Coordinate response to unanticipated field conditions by design Engineer and Contractor.
- Identify and attempt to resolve construction issues/disputes as they arise and prior to engagement of legal counsel to handle the matter.
- Develop and implement a procedure for the review and processing of Contractor applications for payment. Review Contractor's schedule of values for use in processing payments.
- Develop and implement a system for the preparation, review and processing of construction change directives and change orders. Estimate the cost of all change orders and negotiate them with the Contractor on behalf of the client.
- Recommend material and field testing agencies as desired on behalf of owner (cost of testing is a reimbursable expense).
- Recommend and oversee corrective and recovery measures, as required.

Phase II: Project Close-Out

- In collaboration with the Contractor, develop a detailed schedule of close-out activities, including punch lists, equipment testing and start-up procedures. Incorporate such schedule into the Master Schedule and distribute it to all Project team members as appropriate.

-
- Schedule and direct inspections to develop punch lists. Establish dates of Substantial and Final Completion.
 - Coordinate, catalogue and confirm delivery to Owner of all keys, manuals, warranties, as-built drawings, plans and specifications, lien releases, etc.
 - Work with the Contractor to monitor the completion of punch list items and to finalize all outstanding changes in their scope of work. Verify the payment of retainages.
 - Coordinate performance of corrective and warranty work.

If unforeseen circumstances beyond the control of the Owner or Weaver cause the project completion to extend beyond 6 months in duration or cause substantial additional construction management, Weaver will invoice on a Time and Material basis for the time beyond 6 months. Examples of circumstances beyond control would be unforeseen site conditions which cause substantial contractor delays and additional costs, contractor insolvency or breach of contract, etc.

Clarifications and Assumptions

Weaver has made the following assumptions in preparing this proposal:

- No environmental or geotechnical work is included in this proposal. If either are required, Weaver can provide proposals for the work.
- No off site work such as roadway improvements, relocated utilities, off site hydrological assessments, etc. are included in this scope.
- A final, owner approved, site plan will be issued prior to commencing final civil engineering design for each site.

During the course of this project, should any of the above assumptions prove incorrect, adjustments to the above referenced Scope of Work may be necessary.

Schedule

Task 1 – Topographic and Boundary Survey

The topographic survey can be completed within 10 business days of approval to proceed with proper access to the site.

Task 2 – Civil Engineering

Weaver is prepared to begin the civil engineering immediately once the topographic survey has been completed and approved for use. The Engineering plan will be prepared within 20 business days of approval to proceed and will be provided to you for review and approval.

Task 3 – Construction Management

Construction management will be performed in accordance to overall project schedule and assumes all the work will be completed no later than July 4, 2020. Any work performed after that date will be on time and material basis.

Fee Estimate

Based on the expected level of effort, Weaver estimates that the above Scope of Work can be completed for the following budgeted fees:

Task 1 – Topographic and Boundary Survey

We will perform the Scope of Work for the 'Topographic Survey for the following estimated fees:

- a) Additional Topographic Survey SW Corner Parking Lot\$3,000.00
- b) Licensed Area Legal Description.....\$4,100.00
- c) Lot 5 Legal Description.....\$700.00
- d) Title Search.....\$1,200.00 (Estimated)

Task 2 – Civil Engineering

We will perform the Scope of Work for Civil Engineering for estimated fees of:

- a) SW corner, Redevelopment\$ 26,000.00

Task 3 – Construction Management

We will perform the Scope of Work for Construction Management for estimated fees of:

- a) Time and Material Not to Exceed 4% of All Construction Cost for Parking Lot, Trolley Stop and Depot Building, Estimated Amount..... \$31,000.00

Total All Tasks \$66,000.00

All work will be billed on a Time and Material basis for only the actual work performed in accordance with the attached fee schedule. Fees are in addition to the fees previously approved for Phase 1 work.

If conditions change, work extends beyond the scheduled completion date, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification. We fully expect to complete the proposed Scope of Work for the stated sums, which will not be exceeded without your prior authorization. Any additional consultation or services authorized by you beyond the Scope of Work presented in this proposal will be billed in accordance with the Fee Schedule.

Ms. Kathy DeGullo-Fox, Highland Phase 2

March 13, 2019

Authorization

Should this proposal meet with your objectives, please sign and return the attached Proposal Acceptance Sheet. This proposal is valid if accepted within 60 days of issuance and for work initiated within 30 days of acceptance.

Thank you for this opportunity to be of service and we are looking forward to working with the Town of Highland and you on this project. If you should have any questions or comments concerning this proposal, please do not hesitate to contact us at (312) 922-1030.

Sincerely,

Weaver Consultants North Central, LLC



John J. Talbot P.E., LEED AP
Civil Manager, Project Director

cc: Tina Rongers, Karner Blue
Kurt Aper, WCG

Enclosures: Proposal Acceptance Sheet
WCG Fee Schedule
General Terms and Conditions

Weaver Consultants Group

WEAVER CONSULTANTS GROUP NORTH CENTRAL, LLC
35 E. Wacker Drive, Suite 1250
Chicago, Illinois 60601
Voice (312) 922-1030
Fax (312) 922-0201

PROPOSAL ACCEPTANCE SHEET

Description of Services: **Civil Engineering and Surveying Phase 2**

Project Name: **Downtown Parking Lots, Highland IN**

Project Address: **Highland IN**

Weaver Consultants Group Proposal No.:

Date:

WNCP-032-2018-16- Phase 2

January 4, 2019

For approval and payment of charges, invoices will be charged to the account of:

Firm: **Town of Highland**

Attention: **Kathy DeGuilio -Fox**

Street Address: **3333 Ridge Rd.**

Telephone: **219-972-7598**

City/State: **Highland, IN**

Zip Code: **46322**

This AGREEMENT is subject to the attached General Terms and Conditions and WCG Fee Schedule (Eff. January 1, 2018).

This Agreement is accepted by:

**Weaver Consultants Group North
Central, LLC**

Town of Highland

HIGHLAND REDEVELOPMENT CORP

Client

Kathy DeGuilio - Fox

By (Signature)

KATHY DeGuilio - Fox

By (Type/Print)

Redevelopment Director

Title

John J. Talbot

By (Signature)

John J. Talbot, P.E., J.D., LEED AP

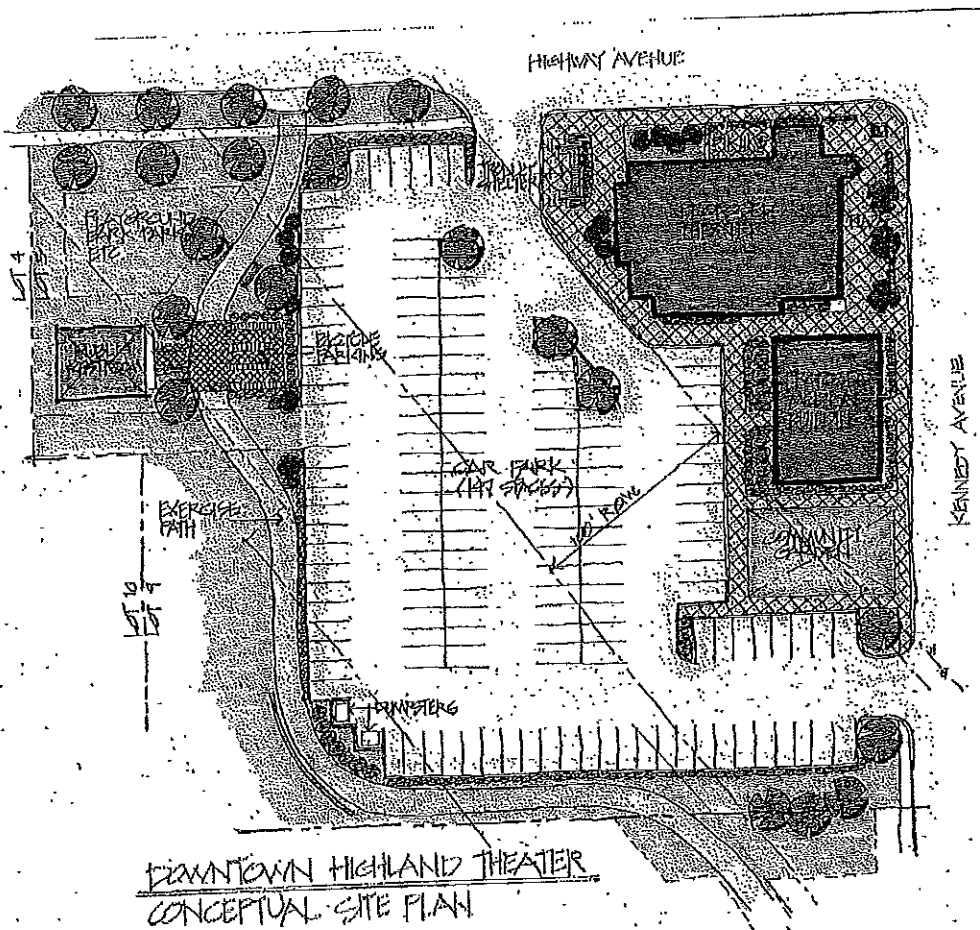
By (Type/Print)

Civil Engineering Manager

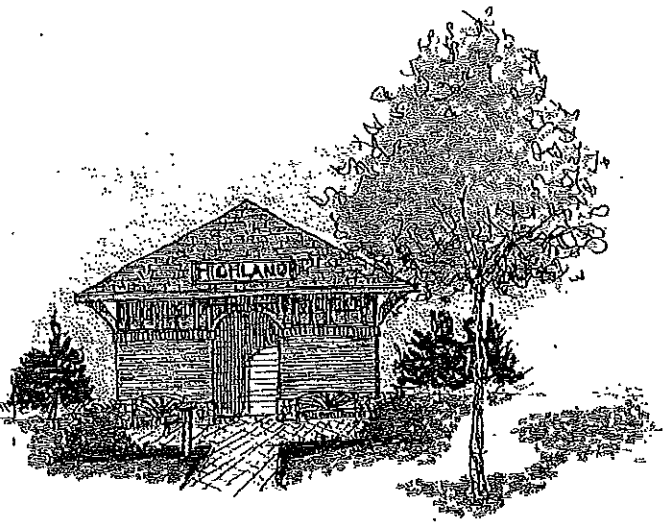
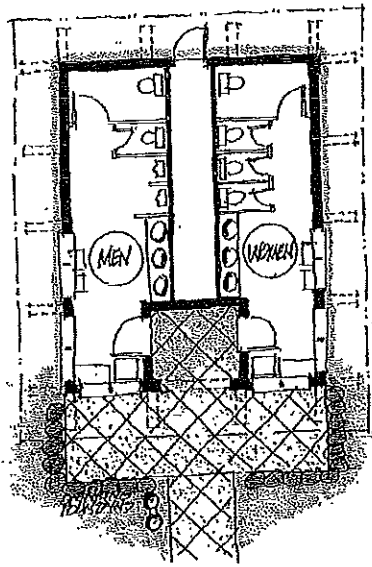
Title

Date Accepted March 18, 2019
Acknowledge the Terms and Conditions

Date Accepted January 4, 2019
2018 Acknowledge the Terms and
Conditions



DOWNTOWN HIGHLAND THEATER
CONCEPTUAL SITE PLAN



PROPOSED PUBLIC RESTROOM FACILITY
HIGHLAND, IN.

Resolution No. 2020-16

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION TO PROVIDE REIMBURSEMENT TO HODDYPEAK
HOLDINGS, LLC FOR A COMMERCIAL PROPERTY INTERIOR AND
FAÇADE IMPROVEMENT GRANT OF PROPERTY
LOCATED AT 2712 CONDIT STREET**

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 2020 budget approved the Commercial Property Improvement Grant Program which is intended to provide financial assistance for significant commercial property 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, Hoddypeak Holdings, LLC applied for a grant totaling **\$263,800.00**, of which a not to exceed **30%**, or **\$79,140.00**, reimbursement to them upon completion of the eligible work with approved receipts would exceed the allowed maximum award of **\$40,000.00**; and

WHEREAS, the Commission through its Commercial Property Improvement Grant Program Guidelines reserves the right to award a maximum grant of \$40,000 for any individual application submitted.

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 Alex Robertson of Hoddtypeak Holdings, LLC for a Commercial Property Interior and Façade Improvement Grant for property located at 2712 Condit Street.
2. The project cost applied for is \$263,800.00 as designated by the contractors lowest work estimates submitted as supporting documentation to the application.
3. That the Commission will provide an up to and not to exceed reimbursement of \$40,000.00, as allowed by the Highland Redevelopment Commission Commercial Property Improvement Grant Program guidelines as a maximum grant.
4. That all reimbursements will be made upon delivery of proof of work completion, and receipt by the Highland Redevelopment Commission, of approved receipts for work performed, and proof that 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 28th day of April, 2020 by a vote of 5 in favor and 0 opposed.

Highland Redevelopment Commission

By: _____

George Georgeff, President

Attest:

By: _____

Robyn Radford, Secretary

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 094 Redevelopment General						
Dept 0000	MARCH LEGAL FEES	86200	ABRAHAMSON, REED & BILSE	MARCH LEGAL FEES	646.00	
094-0000-31001	FINANCIAL PROFESSIONAL SERVICES	86197	SEH OF INDIANA, LLC	FINANCIAL PROFESSIONAL SERVICES	7,318.75	
094-0000-31003	HEALTH INS	85922	TOWN OF HIGHLAND INS FUND (V APRIL 2020 HEALTH/LIFE INS PREM RE.	TOWN OF HIGHLAND INS FUND (V APRIL 2020 HEALTH/LIFE INS PREM RE.	1,994.23	32202
094-0000-34023	LIFE INS	85922	TOWN OF HIGHLAND INS FUND (V APRIL 2020 HEALTH/LIFE INS PREM RE.	TOWN OF HIGHLAND INS FUND (V APRIL 2020 HEALTH/LIFE INS PREM RE.	15.88	32202
094-0000-34043	UTILITIES- 2821 JEWETT	86201	NORTHERN IN PUBLIC SERVICE	UTILITIES- 2821 JEWETT	122.79	
094-0000-35008	UTILITIES- 2811 JEWETT	86202	NORTHERN IN PUBLIC SERVICE	UTILITIES- 2811 JEWETT	197.79	
094-0000-35008	STORM- 2605 CONDIT	86203	TOWN OF HIGHLAND UTILITIES	STORM- 2605 CONDIT	10.14	
094-0000-35008	STORM- 8610 KENNEDY	86204	TOWN OF HIGHLAND UTILITIES	STORM- 8610 KENNEDY	10.14	
094-0000-35008	STORM- 8612 KENNEDY	86205	TOWN OF HIGHLAND UTILITIES	STORM- 8612 KENNEDY	10.14	
094-0000-35008	STORM- 8618 KENNEDY	86206	TOWN OF HIGHLAND UTILITIES	STORM- 8618 KENNEDY	40.67	
094-0000-35008	STORM- 8620 KENNEDY	86207	TOWN OF HIGHLAND UTILITIES	STORM- 8620 KENNEDY	40.67	
094-0000-38601	SALES TAX RENTALS (NON-APPROPF)	85884	INDIANA DEPT OF REVENUE	REDEVELOPMENT SALES TAX FOR 2019	31.07	999278
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	85862	PAYROLL ACCOUNT	REDEVELOPMENT TRANSFER REDEVELOPMENT	5,231.28	32119
094-0000-45200	REDEVELOP GEN TRANSFER GROSS	86039	PAYROLL ACCOUNT	4/10PRL D/S TRANSFER REDEVELOPMENT	4,878.35	32210
			Total For Dept 0000		20,547.90	
			Total For Fund 094 Redevelopment General		20,547.90	
Fund 096 Redevelopment Capital						
Dept 0000	APPRAISAL-8715-17 & 8719-21	KE86272	BOCHNOWSKI APPRAISAL CO	APPRAISAL- 8715-17 & 8719-21 KENNE	3,500.00	
096-0000-39025	FORMER BULT FUEL OIL SITE	86199	ENVIROFORENSICS LLC	FORMER BULT FUEL OIL SITE	6,000.00	
096-0000-39026			Total For Dept 0000		9,500.00	
			Total For Fund 096 Redevelopment Capital		9,500.00	
Fund 101 REDEVELOPMENT BND & INT NON-EXEMPT						
Dept 0000	PAYING AGENT FEE 5/1/2020 - 0486040		HUNTINGTON NATIONAL BANK	2014 RED DIST. BONDS PAYING AGENT	350.00	32211
101-0000-39013			Total For Dept 0000		350.00	
			Total For Fund 101 REDEVELOPMENT BND & INT NON-EXEMPT		350.00	
Fund 250 CREDIT ECON. DEV. INCOME TAX FUND						
Dept 0000	GRANT PLANNING SERVICES	86198	KARNERBLUE ER, LLC	GRANT PLANNING SERVICES	1,859.74	
250-0000-35010	ENGINEERING SERVICES	86208	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	20,619.30	
250-0000-35010	ENGINEERING SERVICES	86209	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	6,346.15	
250-0000-35010	ENGINEERING SERVICES	86210	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	3,878.00	
250-0000-35010	ENGINEERING SERVICES	86211	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	1,090.00	
250-0000-35010	ENGINEERING SERVICES	86212	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	2,149.50	
250-0000-35010	ENGINEERING SERVICES	86213	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	1,771.00	
250-0000-35010	ENGINEERING SERVICES	86214	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	1,733.15	
250-0000-35010	ENGINEERING SERVICES	86215	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	274.00	
250-0000-35010	ENGINEERING SERVICES	86216	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	2,433.50	
250-0000-35010	ENGINEERING SERVICES	86217	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	1,397.00	
250-0000-35010	ENGINEERING SERVICES	86218	WEAVER HOLDINGS, LLC	ENGINEERING SERVICES	2,162.30	
			Total For Dept 0000		45,713.64	
			Total For Fund 250 CREDIT ECON. DEV. INCOME TAX FUND		45,713.64	

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund Totals:						
				Fund 094 Redevelopment General	20,547.90	
				Fund 096 Redevelopment Capital	9,500.00	
				Fund 101 REDEVELOPMENT BND & INT N	350.00	
				Fund 250 CREDIT ECON. DEV. INCOME T.	45,713.64	
					76,111.54	