

**Topics Tentatively Scheduled for Study Session Discussion
and
Topics Requested for Action at Future Business Meetings of the Twenty-Ninth
Town Council of Highland**

This meeting will be convened as a Hybrid in person and electronic meeting, pursuant to Governor Holcomb's Executive Orders, 20-04, 20-09, 20-25 and extended by Executive Order 21-31 allowing such meetings, pursuant to IC 5-14-1.5-3.6 for the duration of the emergency, through to January 1, 2022.

People may observe and record the meeting for live streaming by joining the meeting on the Zoom platform:

<https://us06web.zoom.us/j/83258550764?pwd=dVZMM2kyN3R4NzBnL29kc1ZwR2lOdz09.>

Further, persons wishing to offer comment in the meeting may access the electronic meeting by using the preceding and adding the password for Meeting ID: 832 5855 0764 • password (code): 716835

**Monday December 20, 2021
Study Session 6:30 p.m.**

This meeting contributes to Agenda building for the plenary meeting. Please, also be aware of the running enrolled list of matters that are likely for the plenary meeting, subject to review by the municipal executive. By practice and local ordinance, study sessions are distinguished from plenary (regular business) meetings of the Town Council "as they shall be conducted with less formality and with no votes or final actions of a dispositive nature unless provided otherwise by proper notice, pursuant to IC [5-14-1.5](#) et seq." (Confer HMC Section 2.05.130(3))

- X. **Discussion:** Thomas Crowel of the Crowel Agency, the current agent for the town's multi-peril insurance, property, casualty and related lines, to discuss proposals for next year. **6:30 p**
- X. **Discussion:** Thomas Brown of the Brown Insurance Agency, to discuss insurance lines proposals for next year. **7:00 p**
- X. **Discussion:** Introduced ORDINANCE No. 1757 AUTHORIZING SALE of ECONOMIC DEVELOPMENT REVENUE BONDS and APPROVING THE DEVELOPMENT AGREEMENT.
- X. **Discussion:** Introduced ORDINANCE No. 1760. Proposed wage and salaries for 2022. It is the intention to obtain feedback on changes to longevity (if any) and any changes for the Town Council that may be desirable. Longevity.
- X. **Discussion:** REVIEW of RESOLUTION and PLAN of THE REDEVELOPMENT COMMISSION To DISPOSE of PROPERTY that was obtained from LAKE COUNTY.
- X. **Discussion:** Renew agreement with Idea Factory – no changes to agreement for 2022.
- X. **Discussion:** Note the likely matters to be on the agenda for Monday, December 27, the next plenary meeting.

II.

• Plenary Business Meeting of Monday December 27, 2021 Likely matters

- X. Accounts payable vouchers Docket for the period of December, 14, 2021 to December 27, 2021 in the amount \$ _____.
- X. Ratify Payroll Vouchers Dockets for payday of 12.18.2021 in the amount of \$ _____
- X. Minutes of the Meeting of Monday, December 13, 2021.
- X. ORDINANCE to AMEND SECTION 3.45.055 to update language pertaining to the Motor Vehicle Highway Fund, aligning it with amendments in Indiana law as well as authorizing a cash change fund for the Building and Inspection Department.
- X. INTRODUCED ORDINANCE No. 1757 AUTHORIZING SALE of ECONOMIC DEVELOPMENT REVENUE BONDS and APPROVING THE DEVELOPMENT AGREEMENT.
- X. INTRODUCED ORDINANCE for WAGES and SALARIES No. 1760.
- X. OATH of OFFICE for two (2) POLICE OFFICER CANDIDATES JOHN A FREYEK and JAMES M. GLIDEWELL.
- X. REVIEW of RESOLUTION and PLAN of THE REDEVELOPMENT COMMISSION To DISPOSE of PROPERTY that was obtained from LAKE COUNTY.
- X. WORKS BOARD ORDER JOINT RESOLUTION AUTHORIZING CHANGE ORDER No. 1 on CONTRACT for 3500 Block of Jewett Street, offering a net reduction by a total \$22,963.01 of which \$6,831.79 is the Works Board Portion.

**DISCUSSION MATERIALS for
ORDINANCE NO. 1757**

**TOWN OF HIGHLAND
ORDINANCE NO. 1757**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
HIGHLAND, LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE
OF ITS TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES
2021 (S.J. HIGHLAND, LLC DEVELOPMENT PROJECT)**

WHEREAS, The Highland Economic Development Commission (the "Commission") of the Town of Highland, Lake County, Indiana (the "Town"), adopted a resolution on November 3, 2021, finding that the financing of economic development facilities of S.J. Highland LLC, or its designee (the "User"), complies with the purposes and provisions of Indiana Code 36-7-11.9, sections 12 and 14 (collectively, the "Act"), and that such financing will be of benefit to the health and welfare of the Town and its citizens;

WHEREAS, Following a public hearing on November 3, 2021, the Commission adopted a resolution which approved and recommended the adoption of this form of Ordinance by the Town Council of the Town (the "Council"), considered the issue of adverse competitive effect and has approved the form of the Development Agreement, Financing and Covenant Agreement and the Trust Indenture and has transmitted the same to the Town Council for approval;

WHEREAS, The Town intends to use the proceeds of the economic development financing to assist the User in (i) the acquisition of real estate and the construction and development of a senior housing project in the Town, (ii) construction of improvements to real estate and related public infrastructure improvements including, but not limited to, streets, sidewalks and sanitary sewers, and (iii) the payment of costs of issuance and other related financing costs as are determined permissible under INDIANA CODE 36-7-11.9, INDIANA CODE 36-7-12 and INDIANA CODE 36-7-14 located in or connected to the Highland Commercial Corridors Redevelopment Area (collectively, the "Project"); and,

WHEREAS, The Project is expected to create opportunities for gainful employment in the Town; now therefore,

BE IT HEREBY ORDAINED BY the Town Council of the Town of Highland, Lake County, Indiana That:

Section 1. It is hereby found that the financing of the economic development facilities referred to in the Development Agreement, the Financing and Covenant Agreement and Trust Indenture approved by the Commission and presented to the Council, the issuance and sale of the Town's Taxable Economic Development Revenue Bonds, Series 2021 (Russell Project) (the "Bonds"), the use of the proceeds of the Bonds to apply to the financing of the Project, the payment of the Bonds by the TIF Revenues generated within the site of the Project within the

Highland Commercial Corridors Redevelopment Area, and the securing of said Bonds under the Financing and Covenant Agreement and Trust Indenture complies with the purposes and provisions of the Act, and will be of benefit to the health and general welfare of the Town and its citizens;

Section 2. The proceeds of the Bonds will be used for the financing of the Project will be located within the Highland Commercial Corridors Redevelopment Area at 9613 Kleinman Road, Highland, Indiana 46322;

Section 3. At the public hearing held before the Commission, the Commission considered whether the Project would have an adverse competitive effect on any similar facilities located in or near the Town, and subsequently found, based on special findings of fact set forth in the Resolution of the Commission transmitted hereto, that the Project would not have an adverse competitive effect. The Council hereby confirms the findings set forth in the Resolution of the Commission, and concludes that the Project will not have an adverse competitive effect on any other similar facilities in or near the Town, and the facilities will be of benefit to the health and general welfare of the citizens of the Town;

Section 4. The substantially final forms of the Development Agreement, the Financing and Covenant Agreement between the Town and the User (the "User's Financing Agreement"), the Trust Indenture (the "Trust Indenture") between the Town and a trustee to be appointed by the Clerk-Treasurer (the "Trustee") and all other documents to be executed in connection therewith approved by the Commission (herein collectively referred to as the "Financing Agreement" as referred to in the Act) are hereby approved, and the Development Agreement and the Financing Agreement shall be incorporated herein by reference and shall be inserted in the minutes of the Council and kept on file by the Clerk-Treasurer of the Town. In accordance with the provisions of Indiana Code 36-1-5-4, two (2) copies of the Development Agreement and the Financing Agreement are on file in the office of the Clerk-Treasurer for public inspection;

Section 5. The Town shall issue its Bonds in the total principal amount of \$4,000,000 maturing no later than a date twenty years after the issuance of the Bonds. The Bonds are to be issued to pay the costs of the acquisition, construction, equipping and installation of the Project, as more particularly set out in the Trust Indenture and the Financing Agreement, incorporated herein by reference, which Bonds will be payable as to principal and interest from TIF Revenues, as provided in the above described Trust Indenture. The Bonds shall be issued in fully registered form in denominations of \$5,000 and any integral in excess thereof or as otherwise provided in the Trust Indenture, and the Bonds shall be redeemable in whole or in part, on any date at face value, plus accrued interest to the date fixed for redemption, as provided in the Trust Indenture. Payments of principal and interest are payable in lawful money of the United States of America by check mailed or delivered to the registered owners as provided in the Trust Indenture.

The Bonds shall not constitute a debt of the Town or of the State of Indiana (the "State") within the meaning of any provisions of the Constitution or statutes of the State or a pledge of the faith and credit of the Town or of the State or grant to the owners thereof any right to have the Town or the General Assembly levy any taxes or appropriate any funds for the payment of the principal thereof or interest thereon;

Section 6. The President of the Council and the Clerk-Treasurer are authorized and directed to sell the Bonds to the User at a price of not less than 100% of the par value thereof which price shall be paid by the User in installments by the submission of proofs of payment of qualified project costs. The Bonds shall bear interest at a rate of interest not to exceed four and a half percent (4.5%) per annum;

Section 7. The President of the Council and the Clerk-Treasurer are authorized and directed to execute, attest, affix or imprint by any means the Town seal to the Development Agreement and the documents constituting the Financing Agreement approved herein on behalf of the Town and any other document which may be necessary or desirable prior to, on or after the date hereof to consummate or facilitate the transaction, including the Bonds authorized herein. The President of the Council and the Clerk-Treasurer are hereby expressly authorized to approve any modifications or additions to the Development Agreement and the documents constituting the Financing Agreement which take place after the date of this Ordinance, if such changes do not affect terms set forth in Indiana Code 36-7-12-27(a)(1) through (a)(10) with the review and advice of counsel to the Town; it being the express understanding of this Council that the Development Agreement and the Financing Agreement are in substantially final form as of the date of this Ordinance. The approval of these modifications or additions shall be conclusively evidenced by the execution and attestation thereof and the affixing of the seal thereto or the imprinting of the seal thereon; provided, however, that no such modification or addition shall change the maximum principal amount of or term of the Bonds as approved by the Council by this Ordinance without further consideration by the Council. The signatures of the President of the Council and the Clerk-Treasurer on the Bonds may be either manual or facsimile signatures. The Clerk is authorized to arrange for delivery of such Bonds to the Trustee, and the initial payment for the Bonds will be made to the Trustee and after such initial payment, the Bonds will be delivered by the Trustee to the User as purchaser thereof. The Bonds shall be originally dated the date of issuance and delivery thereof. Terms used herein with their initial letters capitalized which are defined in the Financing Agreement are used herein as so defined;

Section 8. The provisions of this Ordinance and the Trust Indenture securing the Bonds shall constitute a contract binding between the Town and the holders of the Bonds, and after the execution of the Trust Indenture, this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of such holders so long as the Bonds or the interest thereon remains unpaid;

Section 9. This Ordinance shall be in full force and effect from and after its passage.

At its meeting of Monday, November 22, 2021, the Town Council voted unanimously to remove it from the agenda for that meeting.

Introduced and Filed on the 13th Day of December 2021. Consideration on same day or at same meeting of introduction was not taken up, pursuant to IC 36-5-2-9.8.

Duly Ordained and Adopted this ____ Day of December 2021, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of ____ in favor and ____ opposed.

**TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA**

(SEAL)

Roger Sheeman, President (IC 36-5-2-10)

ATTEST:

Michael W. Griffin, M.P.A., IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-2-10.2; IC 36-5-6-5)

EXHIBIT

Economic Development Agreement

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2021, by and among the Town of Highland, Indiana (the “Town”) and the Highland Redevelopment Commission (the “Redevelopment Commission” and, together with the Town, the “Town Parties”), and S.J. Highland LLC, or an affiliate thereof (the “Company”),

W I T N E S S E T H:

WHEREAS, The Town Parties desire to foster economic development within the Town;

WHEREAS, The Company has approached the Town Parties regarding the development of a senior housing project in the Town and related public infrastructure improvements, as more particularly described in Exhibit A attached hereto (collectively, the “Development”);

WHEREAS, As part of the Development, the Company intends to make an investment in improvements with a development cost in the approximate amount \$31,600,000 and to undertake the Development on certain parcels of real property located within the Town in the Commercial Corridor Allocation Area (the “Property”) (see Exhibit B attached hereto for a legal description and a depiction detailing the location of the Property);

WHEREAS, The Company has requested certain economic development assistance from the Town;

WHEREAS, The Town Parties have determined that the completion of the Development is in the best interests of the citizens of the Town, and, therefore, the Town Parties desire to take certain steps in order to induce the Company to complete the Development; and

WHEREAS, To stimulate and induce the development of the Property and the completion of the Development, the Town Parties have agreed, subject to further proceedings as required by law, to provide the economic development incentives described herein,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

ECONOMIC DEVELOPMENT INCENTIVES

2.01 Economic Development Revenue Bonds. The Town Parties shall, subject to further proceedings required by law, cause the issuance of economic development revenue bonds pursuant to IC 36-7-12 (the "Bonds"), in the amount of \$4,000,000 for application by the Company solely to Permissible Project Costs (as defined in Exhibit C). The Bonds shall have a term of twenty (20) years beginning on the date of issuance of the Bonds, and shall bear interest at an interest rate not to exceed four and a half percent (4.5%) per annum. The Company shall purchase the Bonds. Alternatively, at the option of the Company, the Bonds may be placed with a purchaser identified by the Company (with the Company providing such additional security as such purchaser may require beyond that pledged by the Redevelopment Commission in accordance with this Agreement) and such proceeds received by the Company shall be reduced by all costs of issuance and any market discount. If the Company (or its affiliate) purchases the Bonds, the Company shall, at the closing of the Bonds, pay all of the Redevelopment Commission's and the Town's costs of issuance and shall receive credits against the purchase price of the Bonds for (i) the costs of issuance paid by the Company, and (ii) expenditures relating to the Permissible Project Costs. The Redevelopment Commission and the Town shall not pledge to the repayment of the Bonds any tax revenues or other funds of the Redevelopment Commission or the Town, except the Pledged TIF Revenues (as defined below). The Company acknowledges that the Bonds are not privately marketable unless purchased by the Company or a private lender that the Company identifies as willing to purchase the Bonds without additional security from the Town Parties. The Company hereby agrees that non-payment of the Bonds due to the inadequacy of the Pledged TIF Revenues shall not be deemed to be a default on the Bonds.

2.02 Pledge of Pledged TIF Revenues. The Redevelopment Commission shall, subject to further proceedings required by law, and subject to the Company's compliance with its commitments pursuant to this Agreement, including in particular its commitments pursuant to Section 4.02 hereof, cause 100% of the annual tax increment revenues generated by increases in assessed valuation of the real property on the parcels constituting the Property for a period of 20 years after the date of issuance of the Bonds (the "Pledged TIF Revenues") to be pledged to the payment of the Bonds due in the corresponding year.

ARTICLE III.

MUTUAL ASSISTANCE

3.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Town Parties, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. In particular, the Town Parties shall use their best efforts to assist the Company in obtaining all required zoning and other approvals and any required permits relating to the Development.

ARTICLE IV.

DEVELOPMENT

4.01 Property. The Company shall purchase the Project Site and acquire title to the property described in Exhibit B and commonly known as 9613 Kleinman Road, Highland, Indiana 46322, which is required for the construction and installation of the Ernie Strack Drive Improvements, and acquire such other property as is required for the future expansion of Kleinman Avenue (collectively, the "Scheeringa Property") from the Kenneth D. and Sandra M. Scheeringa Trust ("Scheeringa Trust"). The Company shall convey the Ernie Strack Drive Improvements and Kleinman Avenue expansion to the Town upon completion.

4.02 Development Description. The Development shall consist of the items and/or parameters set forth in Exhibit A attached hereto. The Company shall commence construction of the Development and/or demolition work necessary for the Development by no later than twelve (12) months following the successful procurement of all permits and other governmental approvals, and reasonably expects to complete the first phase of the construction and equipping of the Development by a date not later than [_____, 20__], subject to permitted delays provided for in Section 4.04 hereof.

(a) The Company shall, at its sole cost and expense, and within ten (10) days after closing on such real estate, record in the Lake County Indiana Recorder's Office, (i) the final plat of subdivision of the Project Site, and (ii) a Deed of Dedication wherein the Company dedicates, conveys and warrants the Ernie Strack Drive Parcel to the Town, subject to adequate perpetual parking and access easements for the benefit of the Grifland Shopping Center (the "Center"), and tenants, vendors customers and other invitees (the "Easements").

(b) The Company shall, at their sole cost and expense, disconnect the Center sanitary sewer system from the Town of Griffith's system and

construct and install the necessary facilities and improvements required in order to connect the Center's sanitary sewer system to the sanitary sewer system installed on the Project Site.

(c) The Company shall, at their sole cost and expense, construct and install a new Ernie Strack Drive, including all pavement, lighting, sidewalks, curbs and all stormwater lines and facilities (collectively, the "Ernie Strack Drive Improvements") and reconfigure the Center's parking lot and its access to Ernie Strack Drive pursuant to the plans of NIES Engineering, Inc. specifically labeled as follows:

(i) "ERNIE STRACK DRIVE - TOPOGRAPHIC SURVEY; PRELIMINARY R.O.W. LAYOUT dated 07/16/19-16:00, NIES Engineering, Inc. Project No. 19-504" and (ii) "ERNIE STRACK DRIVE - TOPOGRAPHIC SURVEY; PRELIMINARY ROAD & PARKING LAYOUT - OPTION 1 dated 07/16/19-16:00, NIES Engineering, Inc. Project No. 19-504" (together, the "Plans")

(d) The Company shall be responsible to pay and/or reimburse to the Town Parties the cost to the Town Parties of any and all engineering or consulting inspections of the construction work for the infrastructure (water, storm, and sanitary) and Buildings that are part of the Project, either on or off of the Project Site. The Company shall also be responsible to pay any costs and expenses incurred by the Town Parties for design review and/or construction observation during the course of construction with regard to the Project on the Project Site or improvements that serve or benefit the Project Site except as hereinbefore provided. All of Company's obligations to pay and/or reimburse the Town Parties contained in this Section shall be per the Town of Highland's current codes and ordinances, and nothing herein shall be construed to obligate Company to pay and/or reimburse the Town Parties for anything not required per code or ordinance.

4.03 Assessments and Taxes.

(a) During the period or term for which any obligation or debt service is outstanding in which tax increment is pledged to the Project as approved by resolution of the Redevelopment Commission, the Company as the property owner, including all subsequent property owner(s), waives its rights to appeal real (land and improvements) property assessed valuations of the Project or within the Project area unless deemed to be a clerical error of assessment application or a mathematical error. The Town reserves the right to waive the above condition upon written request of the Company as a property owner, including all subsequent property owner(s).

(b) During the period or term for which any obligation or debt service is outstanding in which tax increment is pledged to the Project as approved by resolution of the Redevelopment Commission, the Company, as

the property owner, including all subsequent property owner(s), waives its rights to request or file an assessed valuation deduction, credit or exemption, whether available to a property owner as of the date of this Development Agreement or which subsequently may be authorized by the State of Indiana Legislature, to tangible real property improvements to be constructed, built or developed within the relevant allocation area. The Town reserves the right to waive the above condition upon written request of the Company as the property owner, including all subsequent property owner(s).

4.04 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, material worsening of the existing pandemic, future pandemics, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Company or either of the Town Parties is entitled to delay its performance under this Agreement and (ii) the Company or either of the Town Parties anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company or such Town Party, as the case may be, agrees to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

ARTICLE V.

AUTHORITY

5.01 Actions. Each of the Town Parties represents and warrants that it has taken or will take (subject to further proceedings required by law and the Company's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable such party to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

5.02 Powers. Each of the Town Parties represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its respective obligations under this Agreement.

ARTICLE VI.

GENERAL PROVISIONS

6.01 Indemnity; No Joint Venture or Partnership. The Company covenants and agrees at its expense to pay and to indemnify and save the Town Parties, and their

officers and agents (the “Indemnitees”) harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company’s (and/or any affiliate’s thereof) development activities with respect to the Development unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of the Town or the Redevelopment Commission, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between either of the Town Parties and the Company or any affiliate thereof.

6.02 Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.03 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

6.04 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of a resolution of each of the Town Parties approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

6.05 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties, including the Agreement among S.J. Highland, LLC, Griffland Center, Inc., the Town of Highland, Indiana, and the Highland Redevelopment Commission dated as of September 30, 2019.

6.06 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.07 Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

6.08 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company:

S.J. Highland, LLC
4600 East 53rd Street
Davenport, Iowa 52807
Attention: James V. Russell
Email: dsmith@russellco.com

With a copy to:

James L. Wieser
Wieser & Wyllie, LLP
429 West Lincoln Highway
Scherverville, Indiana 46375
Email: jimwieser@wieserwyllielaw.com

To the Town Parties:

Town of Highland, Indiana
333 Ridge Road
Highland, Indiana 46322
Attention: Michael W. Griffin, Clerk-Treasurer
Email: mgriffin@highland.in.gov

Highland Redevelopment Commission
333 Ridge Road
Highland, Indiana 46322
Attention: Kathy DeGuilio-Fox, Director
Email: kdeguilio-fox@highland.in.gov

With a copy to:

Jimmy Shanahan
Taft Stettinius & Hollister LLP
111 East Wacker, Suite 2800
Chicago, Illinois 60601
Email: jdshanahan@taftlaw.com

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

6.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.10 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof without the express prior written consent of each of the Town Parties; provided, however, that the Company may transfer all or a portion of its rights and obligations hereunder to an affiliate of the Company upon notice to but without the consent of the Town Parties, but any such transfer to an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder.

6.11 No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

6.12 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and each of the Town Parties has approved or ratified this Agreement at public meetings.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF HIGHLAND, INDIANA

By: _____
Roger Sheeman, Town Council
President

TOWN OF HIGHLAND
REDEVELOPMENT COMMISSION

By: _____
Cyril Huerter , President
(Approved at Redevelopment meeting 11.9.2021)

S.J. Highland, LLC

By: _____
James V. Russell, Manager

EXHIBIT A

DESCRIPTION OF DEVELOPMENT

EXHIBIT B

LEGAL DESCRIPTION FOR PROJECT SITE (TO BE ACQUIRED BY THE DEVELOPER)

That part of the west half of the north half of the southeast quarter of the southeast quarter and the east half of the east half of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: beginning at the southwest corner of said west half; thence $NO^{\circ}05'27''W$ along the west line of said west half, 661.02 feet to the northwest corner thereof; thence $S89^{\circ}40'53''E$ along the north line of said west half and the north line of said east half, 1327.98 feet to the northeast corner of said east half; $SO^{\circ}01'01''W$ along the east line of said Section 27, 688.70 feet; thence $N89^{\circ}25'59''W$, 210.00 feet; thence $SO^{\circ}00'39''W$, 2.82 feet; thence $N89^{\circ}42'07''W$, 453.35 feet to the west line of said east half; thence $NO^{\circ}02'13''W$, 30.00 feet to the south line of said west half; thence $N89^{\circ}42'07''W$ along said south line, 633.37 feet to the point of beginning (excepting therefrom of Lot 1 of Gartland Center Inc. First Addition to the Town of Highland as recorded in Plat Book 63, Page 3) in Lake County, Indiana.

876,115 sq. ft.
20.113 acres

LEGAL DESCRIPTION FOR THE ERNIE STRACK DRIVE PARCEL (TO BE DEDICATED TO THE TOWN BY THE DEVELOPER)

That part of the west half of the north half of the southeast quarter of the southeast quarter and the east half of the east half of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: commencing at the southwest corner of said west half; thence $S89^{\circ}42'07''E$ along the south line of said west half, 30.00 feet for a point of beginning; thence $NO^{\circ}05'27''W$ along the east line of the west 30.0 feet of said west half, 40.00 feet; thence $S89^{\circ}42'07''E$ parallel with the south line of said west half, 200.00 feet; thence $SO^{\circ}17'53''VV$ perpendicular to the south line of said west half, 10.00 feet to a line 30.0 feet north of and parallel with the south line of said south half; thence $S89^{\circ}42'07''E$ along said parallel line and the easterly extension thereof, 886.87 feet to the west line of Lot 1 of Griffland Center Inc. First Addition to the Town of Highland as recorded in Plat Book 63, Page 3; thence $SO^{\circ}01'01''E$ along said west line, 11.18 feet to the southwest corner of said Lot 1; thence $S89^{\circ}25'59''E$ along the south line of said Lot 1, 170.00 feet to the southeast corner of said Lot 1, being also a point on a line parallel with and 40 feet west of the east line of said southeast quarter; thence $SO^{\circ}01'01''W$ along said parallel line, 46.00 feet to a line parallel with and 46 feet south of said south line of said Lot 1; thence $N89^{\circ}25'59''W$ along said parallel line, 170.00 feet; thence $SO^{\circ}00'39''W$, 2.82 feet; thence $N89^{\circ}42'07''W$, 453.35 feet to the west line of said east half; thence $NO^{\circ}02'13''W$, 30.00 feet to the south line of said west half; thence $N89^{\circ}42'07''W$ along said south line, 633.37 feet to the point of beginning in Lake County, Indiana,

56,024 sq. ft.
1.286 acres

LEGAL DESCRIPTION FOR THE SCHEERINGA PROPERTY
(TO BE ACQUIRED BY THE TOWN)

Parcel 1:

That part of the west half of the south half of the southeast quarter of the southeast quarter of section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: beginning at the northwest corner of said west half; thence S89°42'07"E along the north line of said west half, 663.37 feet to the east line of said west half; thence SO°02'13"E along said east line, 30.00 feet; thence N89°42'07V parallel with the north line of said west half, 433.82 feet; thence SO°17'53"W perpendicular to said north line of said west half, 10.00 feet; thence N89°42'07rW parallel with said north line of said west half, 229.46 feet to the west line of said west half; thence NO°05'27'W along said west line, 40.00 feet to the point of beginning in Lake County, Indiana., and:

Parcel 2:

The south 140.0 feet of the north 180.0 feet of the west 30.0 feet of west half of the south half of the southeast quarter of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian in Lake County, Indiana.

26,395 sq. ft.
0.606 acres

Project Parcels:

EXHIBIT C

PERMISSIBLE PROJECT COSTS

The net proceeds of the Bonds (net of costs of issuance) may be used only for the following costs:

- Acquisition of easements and reconstruction of the private drive known as Ernie Strack Drive
- Construction of potable water, waste water and storm water lines
- Construction of public infrastructure necessary or desirable for the Project including, but not limited to, sidewalks, lighting and other improvements
- Landscaping
- Professional, engineering and design fees relating to the above



MEMORANDUM

Date: December 13, 2021
To: Mr. Bernie Zemen
Mr. Mark A. Herak
Mr. Mark J. Schocke
Mr. Thomas Black
Mr. Roger Sheeman
Mr. Michael Griffin
From: Jennifer Hudson
Re: Estimated TIF Revenues Available for Debt Service as it relates to the S.J.
Highland LLC Development

Per the Economic Development Agreement (the “EDA”) between the Town of Highland, Indiana (the “Town”), the Highland Redevelopment Commission (the “Redevelopment Commission” and, together with the Town, the “Town Parties”) and the S.J. Highland LLC (the “Company”), the Town Parties may incentivize the Company for a proposed long-term care housing development to be located within the Redevelopment Commission’s Commercial Corridor Allocation Area (the “Project”). Based upon certain assumptions outlined in the EDA, attached is an analysis to estimate the tax increment finance revenues generated from increases in real property assessed value as a result of the Project (the “Project TIF Revenues”).

The EDA proposes that the Redevelopment Commission issue Economic Development Revenue Bonds (the “Bonds”) as an incentive to the Company. The Company will finance the project either through capital or a bank loan. As the Company makes qualified Project related expenditures, it provides documentation to a trustee that is assigned and hired by the Redevelopment Commission upon issuance of the Bonds. For each of the approved expenditures from the Company, the Company will “purchase” a portion of the Bonds until the balance has reached \$4 million, which is the maximum amount as outlined in Section 2.01 of the EDA. When the Company has purchased all of the Bonds, repayment on the Bonds from increment captured from the Project, will commence. For instance, if the Company pays a vendor for bricks at a cost of \$1 million. The Company will either use their personal capital or bank loan to pay the vendor, then supply documentation to the trustee of the Bonds to account for the expenditure. Upon approval, the Company will have purchased \$1 million of the Bonds. The purchase of the Bonds provides the Company with a future cash flow stream to assist with repaying its outstanding bank loan.

Below is a list of assumptions used in this analysis:

- ▶ The Project TIF Revenues will be generated from three (3) parcels where the Project will be located. The parcel numbers are 45-07-27-476-001.000-026, 45-07-27-476-001.000-026, and 45-07-27-476-006.000-026 (the “Project Parcels”). See Schedule A-1 for current net assessed value, base assessed value and incremental assessed value for the Project Parcels.
- ▶ It is estimated that beginning in pay year 2022, the Project Parcels will generate approximately \$40,000 annually in TIF Revenues. The current TIF Revenues are due to the change in property class for the Project Parcels.
- ▶ The Project Parcels are located in the Redevelopment Commission’s Commercial Corridor Allocation Area (the “Allocation Area”). The Allocation Area does not currently have debt outstanding. When revenues from the Allocation Area are pledged to the payment of debt service on bonds, the Allocation Area will expire twenty-five (25) years from the date of issuance of the bonds.
- ▶ Per the EDA, the estimated investment in the Project is \$31.6 million. It is also assumed that the Project will be constructed in a single phase beginning in 2022 and construction will be complete by December 2023.
- ▶ The Project consists of three housing components including memory care, independent living and semi-independent living. It is assumed that the housing units will be rentals and that the property class for the Project will be a long-term care facility.
- ▶ The calculation of estimated Project TIF Revenues assumes that the Project will be assessed at approximately sixty percent (60%) of the estimated investment in the Project, times a \$2 tax rate. The Town’s taxing district pay year 2021 tax rate \$2.5092; however, due to circuit breaker limits, it is assumed that the Company’s tax liability will be capped at 2% of its gross assessed value and circuit breaker tax credits will be applied for the portion of the tax liability in excess of 2% of the gross assessed value. See Schedule A-2.
- ▶ Per Section 2.01 of the EDA, the Town Parties would like to incentivize the Company by issuing the Bonds in an amount not to exceed \$4 million at 4.5% interest for twenty (20) years beginning on the date of issuance of the Bonds. As mentioned previously, the Allocation Area will expire twenty-five (25) years from the date of issuance of the Bonds. Thus, the remaining five (5) years on the life of the Allocation Area, after maturity of the Bonds, will be revenue captured by the Redevelopment Commission for use towards other projects.
- ▶ The Project will be constructed and assessed by January 1, 2024 with the first Project TIF Revenues available for debt service in June 2025.

For purposes of this analysis, the proposed Bonds have been structured in two ways. The first is assuming level principal payments and the second is level debt service (principal and interest) payments.

Level Debt Service Structure

The level debt service structure is similar to a personal mortgage where the payments are consistent year after year; however, there is an interest cost to delaying principal. See Schedule B-2 for an estimated debt service and coverage schedule for the level debt service structure.

Due to the Project TIF Revenues not being available for debt service until June 2025, there is assumed a period of capitalized interest through and including February 1, 2025. The capitalized interest is amortized over the life of the bonds.

A summary of the level debt service structure includes:

Average Annual Debt Service: \$339,160.74

Total Capitalized Interest: \$540,000.00

Total Debt Service: \$5,767,732.50

Level Principal Structure

Structuring the Bonds with level principal payments reduces the overall interest cost; however, the annual debt service payments are not consistent. On Schedule C-2, there is an estimated debt service and coverage schedule for the level principal structure. Comparing the total debt service for the level debt service structure (\$5,767,732.50) to the total debt service for the level principal structure (\$5,577,970.00), there is an estimated \$187,000 interest cost savings. The downside to this structure is that at the beginning of the amortization, coverage is nearly 1:1 which means that if there is any delay in the Project being assessed or the assessed value for the Project is less than the projection, the Project TIF Revenues may not be sufficient to pay for debt service. The annual debt service fluctuates from a minimum of \$243,965 to a maximum of \$411,367.50.

A summary of the level principal structure includes:

Average Annual Debt Service: \$328,115.88

Total Capitalized Interest: \$540,000.00

Total Debt Service: \$5,577,970.00

Debt Service Savings: \$187,762.50

This analysis may be updated from time-to-time to reflect additional information or assumptions change as provided by members of the financing team. The changes may be material.

TOWN OF HIGHLAND, INDIANA

Economic Development Revenue Bonds, Series 2022
(S.J. Highland LLC Project)

Parcel Information

Parcel Number	Net Assessed Value (AV)	Base AV	Incremental AV	Times:		Estimated TIF Revenues	Footnotes
				Tax Rate (1)			
45-07-27-476-001.000-026	\$13,700	\$13,550	\$150	\$2.0000		\$3	(2)
45-07-27-476-007.000-026	6,324,900	4,295,104	2,029,796	2.0000		40,596	(2)
45-07-27-476-006.000-026	696,600	696,600	0	2.0000		0	(3)
	<u>\$7,035,200</u>	<u>\$5,005,254</u>	<u>\$2,029,946</u>			<u>\$40,599</u>	

- (1) Highland taxing district pay year 2021 tax rate per the DLGF Budget Order is \$2.5092. Assumes the property is classified as long-term care facility thus the maximum tax rate charged to the taxpayer will be \$2. Any tax rate in excess of \$2 will generate circuit breaker tax credits.
- (2) Per the pay year 2022 TIF Valuation Worksheet dated October 28, 2021. The parcels are located in the Commercial Corridors Allocation Area.
- (3) The parcel is not on the pay year 2022 TIF Valuation Worksheet dated October 28, 2021. Per the property record card, the parcel is owned by Griffland Center Inc. which is the same owner as the other two parcels in the development. The NAV as of January 1, 2020 is \$696,600.

TOWN OF HIGHLAND, INDIANA

Economic Development Revenue Bonds, Series 2022
(S.J. Highland LLC Project)
Estimated Annual TIF Revenues

		<u>Footnotes</u>
Estimated Investment	\$31,600,000	(1)
Times: 60%	60%	
Estimated Captured Assessed Valuation	<u>18,960,000</u>	
Divided by \$100	<u>100</u>	
	189,600	
Times Tax Rate	<u>2.0000</u>	(2)
Estimated Annual Project Revenues	379,200	
Plus: Existing Projected TIF Revenues	<u>40,599</u>	(3)
Estimated Annual Revenues	<u><u>\$419,799</u></u>	

(1) Per the Economic Development Agreement.

(2) Highland taxing district pay year 2021 tax rate per the DLGF Budget Order is \$2.5092. Assumes the property is classified as long-term care facility thus the maximum tax rate charged to the taxpayer will be \$2. Any tax rate in excess of \$2 will generate circuit breaker tax credits.

(3) See Schedule A-1.

Note: Timing assumes that the project is constructed and assessed by January 1, 2024. The first TIF distribution is estimated to be June 2025.

TOWN OF HIGHLAND, INDIANA

Economic Development Revenue Bonds, Series 2022
(S.J. Highland LLC Project)
Estimated Sources and Uses of Funds

<u>Sources of Funds:</u>		<u>Footnotes</u>
Par Amount of Bonds	\$4,000,000.00	(1)
Total Sources of Funds	<u>\$4,000,000.00</u>	
<u>Uses of Funds:</u>		
Construction Fund	\$3,380,000.00	(2)
Capitalized Interest	540,000.00	(3)
Costs of Issuance	80,000.00	(4)
Total Uses of Funds	<u>\$4,000,000.00</u>	

(1) See Schedule B-2.

(2) Net construction fund after deducting capitalized interest and costs of issuance.

(3) Assumes capitalized interest through and including February 1, 2025. See Schedule B-2.

(4) Estimated. Subject to change.

TOWN OF HIGHLAND, INDIANA

Economic Development Revenue Bonds, Series 2022
(S.J. Highland LLC Project)
Estimated Debt Service and Coverage Schedule

Date	Principal (1)	Interest Rate (1)	Interest	Capitalized Interest	Debt Service		Estimated TIF Revenues	Coverage	Estimated Cumulative Cash Flow	Footnotes
					Semi-Annual	Annual				
2/1/2022										
8/1/2022			\$90,000.00	\$90,000.00	\$0.00				\$20,299.50	(2)
2/1/2023			90,000.00	90,000.00	0.00	\$0.00	\$40,599.00		40,599.00	(2)
8/1/2023			90,000.00	90,000.00	0.00				60,898.50	(2)
2/1/2024			90,000.00	90,000.00	0.00	0.00	40,599.00		81,198.00	(2)
8/1/2024			90,000.00	90,000.00	0.00				101,497.50	(2)
2/1/2025			90,000.00	90,000.00	0.00	0.00	40,599.00		121,797.00	(2)
8/1/2025	\$80,000.00	4.50%	90,000.00		170,000.00				161,696.50	
2/1/2026	81,000.00	4.50%	88,200.00		169,200.00	339,200.00	419,799.00	123.76%	202,396.00	(3)
8/1/2026	84,000.00	4.50%	86,377.50		170,377.50				241,918.00	
2/1/2027	84,000.00	4.50%	84,487.50		168,487.50	338,865.00	419,799.00	123.88%	283,330.00	
8/1/2027	88,000.00	4.50%	82,597.50		170,597.50				322,632.00	
2/1/2028	88,000.00	4.50%	80,617.50		168,617.50	339,215.00	419,799.00	123.76%	363,914.00	
8/1/2028	92,000.00	4.50%	78,637.50		170,637.50				403,176.00	
2/1/2029	92,000.00	4.50%	76,567.50		168,567.50	339,205.00	419,799.00	123.76%	444,508.00	
8/1/2029	96,000.00	4.50%	74,497.50		170,497.50				483,910.00	
2/1/2030	96,000.00	4.50%	72,337.50		168,337.50	338,835.00	419,799.00	123.89%	525,472.00	
8/1/2030	100,000.00	4.50%	70,177.50		170,177.50				565,194.00	
2/1/2031	101,000.00	4.50%	67,927.50		168,927.50	339,105.00	419,799.00	123.80%	606,166.00	
8/1/2031	105,000.00	4.50%	65,655.00		170,655.00				645,410.50	
2/1/2032	105,000.00	4.50%	63,292.50		168,292.50	338,947.50	419,799.00	123.85%	687,017.50	
8/1/2032	110,000.00	4.50%	60,930.00		170,930.00				725,987.00	
2/1/2033	110,000.00	4.50%	58,455.00		168,455.00	339,385.00	419,799.00	123.69%	767,431.50	
8/1/2033	115,000.00	4.50%	55,980.00		170,980.00				806,351.00	
2/1/2034	115,000.00	4.50%	53,392.50		168,392.50	339,372.50	419,799.00	123.70%	847,858.00	
8/1/2034	120,000.00	4.50%	50,805.00		170,805.00				886,952.50	
2/1/2035	120,000.00	4.50%	48,105.00		168,105.00	338,910.00	419,799.00	123.87%	928,747.00	
8/1/2035	125,000.00	4.50%	45,405.00		170,405.00				968,241.50	
2/1/2036	126,000.00	4.50%	42,592.50		168,592.50	338,997.50	419,799.00	123.84%	1,009,548.50	
8/1/2036	131,000.00	4.50%	39,757.50		170,757.50				1,048,690.50	
2/1/2037	132,000.00	4.50%	36,810.00		168,810.00	339,567.50	419,799.00	123.63%	1,089,780.00	
8/1/2037	137,000.00	4.50%	33,840.00		170,840.00				1,128,839.50	
2/1/2038	138,000.00	4.50%	30,757.50		168,757.50	339,597.50	419,799.00	123.62%	1,169,981.50	
8/1/2038	143,000.00	4.50%	27,652.50		170,652.50				1,209,228.50	
2/1/2039	144,000.00	4.50%	24,435.00		168,435.00	339,087.50	419,799.00	123.80%	1,250,693.00	
8/1/2039	150,000.00	4.50%	21,195.00		171,195.00				1,289,397.50	
2/1/2040	150,000.00	4.50%	17,820.00		167,820.00	339,015.00	419,799.00	123.83%	1,331,477.00	
8/1/2040	157,000.00	4.50%	14,445.00		171,445.00				1,369,931.50	
2/1/2041	157,000.00	4.50%	10,912.50		167,912.50	339,357.50	419,799.00	123.70%	1,411,918.50	
8/1/2041	164,000.00	4.50%	7,380.00		171,380.00				1,450,438.00	
2/1/2042	164,000.00	4.50%	3,690.00		167,690.00	339,070.00	419,799.00	123.81%	1,492,647.50	
	<u>\$4,000,000.00</u>		<u>\$2,305,732.50</u>	<u>\$540,000.00</u>	<u>\$5,765,732.50</u>	<u>\$5,765,732.50</u>				

Max Annual Debt Service \$339,597.50
Average Annual Debt Service \$339,160.74

- (1) Per Section 2.01 of the Economic Development Agreement.
- (2) Estimated capitalized interest during construction. Assumes the project is assessed by January 1, 2024 and the first TIF distribution in June 2025.
- (3) See Schedule A-2 for the calculation of estimated TIF Revenues.

TOWN OF HIGHLAND, INDIANA

Economic Development Revenue Bonds, Series 2022
(S.J. Highland LLC Project)
Estimated Sources and Uses of Funds

<u>Sources of Funds:</u>		<u>Footnotes</u>
Par Amount of Bonds	\$4,000,000.00	(1)
Total Sources of Funds	<u>\$4,000,000.00</u>	
<u>Uses of Funds:</u>		
Construction Fund	\$3,350,000.00	(2)
Capitalized Interest	540,000.00	(3)
Costs of Issuance	<u>110,000.00</u>	(4)
Total Uses of Funds	<u>\$4,000,000.00</u>	

(1) See Schedule C-2.

(2) Net construction fund after deducting capitalized interest and costs of issuance.

(3) Assumes capitalized interest through and including February 1, 2025. See Schedule C-2.

(4) Estimated. Subject to change.

TOWN OF HIGHLAND, INDIANA
Economic Development Revenue Bonds, Series 2022
(S.J. Highland LLC Project)
Estimated Debt Service and Coverage Schedule

Date	Principal (1)	Interest Rate (1)	Interest	Capitalized Interest	Debt Service		Estimated TIF Revenues	Coverage	Estimated Cumulative Cash Flow	Footnotes
					Semi-Annual	Annual				
2/1/2022										
8/1/2022			\$90,000.00	\$90,000.00	\$0.00				\$20,299.50	(2)
2/1/2023			90,000.00	90,000.00	0.00	\$0.00	\$40,599.00		40,599.00	(2)
8/1/2023			90,000.00	90,000.00	0.00				60,898.50	(2)
2/1/2024			90,000.00	90,000.00	0.00	0.00	40,599.00		81,198.00	(2)
8/1/2024			90,000.00	90,000.00	0.00				101,497.50	(2)
2/1/2025			90,000.00	90,000.00	0.00	0.00	40,599.00		121,797.00	(2)
8/1/2025	\$117,000.00	4.50%	90,000.00		207,000.00				124,696.50	
2/1/2026	117,000.00	4.50%	87,367.50		204,367.50	411,367.50	419,799.00	102.05%	130,228.50	(3)
8/1/2026	117,000.00	4.50%	84,735.00		201,735.00				138,393.00	
2/1/2027	117,000.00	4.50%	82,102.50		199,102.50	400,837.50	419,799.00	104.73%	149,190.00	
8/1/2027	117,000.00	4.50%	79,470.00		196,470.00				162,619.50	
2/1/2028	117,000.00	4.50%	76,837.50		193,837.50	390,307.50	419,799.00	107.56%	178,681.50	
8/1/2028	117,000.00	4.50%	74,205.00		191,205.00				197,376.00	
2/1/2029	117,000.00	4.50%	71,572.50		188,572.50	379,777.50	419,799.00	110.54%	218,703.00	
8/1/2029	117,000.00	4.50%	68,940.00		185,940.00				242,662.50	
2/1/2030	117,000.00	4.50%	66,307.50		183,307.50	369,247.50	419,799.00	113.69%	269,254.50	
8/1/2030	117,000.00	4.50%	63,675.00		180,675.00				298,479.00	
2/1/2031	117,000.00	4.50%	61,042.50		178,042.50	358,717.50	419,799.00	117.03%	330,336.00	
8/1/2031	118,000.00	4.50%	58,410.00		176,410.00				363,825.50	
2/1/2032	118,000.00	4.50%	55,755.00		173,755.00	350,165.00	419,799.00	119.89%	399,970.00	
8/1/2032	118,000.00	4.50%	53,100.00		171,100.00				438,769.50	
2/1/2033	118,000.00	4.50%	50,445.00		168,445.00	339,545.00	419,799.00	123.64%	480,224.00	
8/1/2033	118,000.00	4.50%	47,790.00		165,790.00				524,333.50	
2/1/2034	118,000.00	4.50%	45,135.00		163,135.00	328,925.00	419,799.00	127.63%	571,098.00	
8/1/2034	118,000.00	4.50%	42,480.00		160,480.00				620,517.50	
2/1/2035	118,000.00	4.50%	39,825.00		157,825.00	318,305.00	419,799.00	131.89%	672,592.00	
8/1/2035	118,000.00	4.50%	37,170.00		155,170.00				727,321.50	
2/1/2036	118,000.00	4.50%	34,515.00		152,515.00	307,685.00	419,799.00	136.44%	784,706.00	
8/1/2036	118,000.00	4.50%	31,860.00		149,860.00				844,745.50	
2/1/2037	118,000.00	4.50%	29,205.00		147,205.00	297,065.00	419,799.00	141.32%	907,440.00	
8/1/2037	118,000.00	4.50%	26,550.00		144,550.00				972,789.50	
2/1/2038	118,000.00	4.50%	23,895.00		141,895.00	286,445.00	419,799.00	146.55%	1,040,794.00	
8/1/2038	118,000.00	4.50%	21,240.00		139,240.00				1,111,453.50	
2/1/2039	118,000.00	4.50%	18,585.00		136,585.00	275,825.00	419,799.00	152.20%	1,184,768.00	
8/1/2039	118,000.00	4.50%	15,930.00		133,930.00				1,260,737.50	
2/1/2040	118,000.00	4.50%	13,275.00		131,275.00	265,205.00	419,799.00	158.29%	1,339,362.00	
8/1/2040	118,000.00	4.50%	10,620.00		128,620.00				1,420,641.50	
2/1/2041	118,000.00	4.50%	7,965.00		125,965.00	254,585.00	419,799.00	164.90%	1,504,576.00	
8/1/2041	118,000.00	4.50%	5,310.00		123,310.00				1,591,165.50	
2/1/2042	118,000.00	4.50%	2,655.00		120,655.00	243,965.00	419,799.00	172.07%	1,680,410.00	
	<u>\$4,000,000.00</u>		<u>\$2,117,970.00</u>	<u>\$540,000.00</u>	<u>\$5,577,970.00</u>	<u>\$5,577,970.00</u>				
					Max Annual Debt Service	\$411,367.50				
					Average Annual Debt Service	\$328,115.88				

- (1) Per Section 2.01 of the Economic Development Agreement.
- (2) Estimated capitalized interest during construction. Assumes the project is assessed by January 1, 2024 and the first TIF distribution in June 2025.
- (3) See Schedule A-2 for the calculation of estimated TIF Revenues.

**DISCUSSION MATERIALS for
ORDINANCE NO. 1760 related to
fixing Wages and Salaries
for FY 2022**

Office of Clerk-Treasurer

7

7A1	Baccalaureate	\$ 2,907.92	\$ 2,907.92	\$ 75,605.92	\$ 75,605.92
7A2	Associates level degree	\$ 2,820.68	\$ 2,820.68	\$ 73,337.68	\$ 73,337.68
Deputy Clerk-Treasurer					
7B1	Starting	\$ 1,885.59	\$ 1,885.59	\$ 49,025.34	\$ 49,025.34
7B1	Incumbent (after one year)	\$ 1,975.31	\$ 1,975.31	\$ 51,358.06	\$ 51,358.06
7B2	Bachelors 1st certification	\$ 2,106.78	\$ 2,106.78	\$ 54,776.28	\$ 54,776.28
Fiscal Analyst Starting					
7C1	Fiscal Analyst Incumbent	\$ 2,107.08	\$ 2,107.08	\$ 54,784.08	\$ 54,784.08
7C1	Fiscal Analyst Incumbent	\$ 2,160.00	\$ 2,160.00	\$ 56,160.00	\$ 56,160.00
7C2	Encumbering Officer	\$ 19.78	\$ 19.78	\$ 41,142.40	\$ 41,142.40
7C3	Associate Clerk Payroll & Personnel	\$ 19.78	\$ 19.78	\$ 41,142.40	\$ 41,142.40
7C4	Chancery /Bursar Clerk, Senior	\$ 19.04	\$ 19.04	\$ 39,603.20	\$ 39,603.20
7C5	Chancery/Bursar clerk	\$ 18.72	\$ 18.72	\$ 38,937.60	\$ 38,937.60
7C6	Lead Utility Clerk	\$ 19.78	\$ 19.78	\$ 41,142.40	\$ 41,142.40
7C7	Utility Systems Clerk	\$ 18.72	\$ 18.72	\$ 38,937.60	\$ 38,937.60
7C8	Chamberlain Clerk (part-time)	\$ 15.13	\$ 15.13	\$ 31,470.40	\$ 31,470.40
7C8	Chamberlain Clerk (part-time)	\$ 15.58	\$ 15.58	\$ 32,406.40	\$ 32,406.40
7C9	Chamberlain & Bursar Aide (part-time)	\$ -	\$ -	\$ -	\$ -
7C9	Chamberlain & Bursar Aide (part-time)	\$ 9.00	\$ 9.00	\$ 18,720.00	\$ 18,720.00
7C9	Chamberlain & Bursar Aide (part-time)	\$ 15.58	\$ 15.58	\$ 32,406.40	\$ 32,406.40

8 Building and Inspection

	Current	Effective 09 January 2022	Current ANNUALIZED	1.00
8A Chief Inspector/Building Commissioner (1)	\$ 2,831.48	\$ 2,831.48	\$ 73,618.48	\$ -
8B1 Code Enforcement Officer (1)	\$ 26.42	\$ 26.42	\$ 54,953.60	\$ -
8B1 Incumbent Code Enforcement Officer	\$ 20.00	\$ 20.00	\$ 41,600.00	\$ -
8B2 Assistant Inspector for Electrical (part-time)	\$ 30.90	\$ 30.90	\$ 64,272.00	\$ -
8B2 Incumbent Assistant Inspector for Electrical (part-time)	\$ 23.43	\$ 23.43	\$ 48,734.40	\$ -
8B4 Assistant Inspector for Plumbing (part-time) plumbing exam	\$ 18.00	\$ 18.00	\$ 37,440.00	\$ -
8B4 Assistant Inspector for Plumbing (part-time)	\$ 25.50	\$ 25.50	\$ 53,040.00	\$ -
8C1 Inspection Clerk	\$ 15.95	\$ 15.95	\$ 33,176.00	\$ -
8C2 Inspection Secretary	\$ 19.22	\$ 19.22	\$ 39,977.60	\$ -

	Current		Effective 09 January 2022		Current ANNUALIZED		1.00	
9 Public Works Department (Agency)								
9A1 Public Works Director with vehicle	\$ 3,403.13	\$ 3,403.13	\$ 3,403.13	\$ 3,403.13	\$ 88,481.38	\$ 88,481.38	\$ 88,481.38	\$ -
9A1 Public Works Director without vehicle	\$ 3,574.89	\$ 3,574.89	\$ 3,574.89	\$ 3,574.89	\$ 92,947.14	\$ 92,947.14	\$ 92,947.14	\$ -
9A2 Operations Director with vehicle	\$ 2,840.14	\$ 2,840.14	\$ 2,840.14	\$ 2,840.14	\$ 73,843.64	\$ 73,843.64	\$ 73,843.64	\$ -
9A1 Operations Director without vehicle	\$ 3,010.95	\$ 3,010.95	\$ 3,010.95	\$ 3,010.95	\$ 78,284.70	\$ 78,284.70	\$ 78,284.70	\$ -
9A3 Supervisor Streets	\$ 2,400.20	\$ 2,400.20	\$ 2,400.20	\$ 2,400.20	\$ 62,405.20	\$ 62,405.20	\$ 62,405.20	\$ -
9A3 Supervisor Water & Sewer	\$ 2,400.20	\$ 2,400.20	\$ 2,400.20	\$ 2,400.20	\$ 62,405.20	\$ 62,405.20	\$ 62,405.20	\$ -
9A3 Supervisor Maintenance	\$ 2,400.20	\$ 2,400.20	\$ 2,400.20	\$ 2,400.20	\$ 62,405.20	\$ 62,405.20	\$ 62,405.20	\$ -
9A3 Supervisor Facilities	\$ 2,400.20	\$ 2,400.20	\$ 2,400.20	\$ 2,400.20	\$ 62,405.20	\$ 62,405.20	\$ 62,405.20	\$ -
9B1 Administrative Assistant	\$ 23.56	\$ 23.56	\$ 23.56	\$ 23.56	\$ 49,004.80	\$ 49,004.80	\$ 49,004.80	\$ -
9B1 Administrative Assistant	\$ 23.56	\$ 23.56	\$ 23.56	\$ 23.56	\$ 49,004.80	\$ 49,004.80	\$ 49,004.80	\$ -
9B2 Public Works Secretary must be vacant	\$ 19.22	\$ 19.22	\$ 19.22	\$ 19.22	\$ 39,977.60	\$ 39,977.60	\$ 39,977.60	\$ -
9B3 Dispatch Clerk	\$ 17.38	\$ 17.38	\$ 17.38	\$ 17.38	\$ 36,150.40	\$ 36,150.40	\$ 36,150.40	\$ -
9B4 Senior Utility Technician	\$ 23.56	\$ 23.56	\$ 23.56	\$ 23.56	\$ 49,004.80	\$ 49,004.80	\$ 49,004.80	\$ -
9B5 Utility Technician	\$ 18.90	\$ 18.90	\$ 18.90	\$ 18.90	\$ 39,312.00	\$ 39,312.00	\$ 39,312.00	\$ -
9B6 Utility Worker/Equipment Operator A	\$ 23.56	\$ 23.56	\$ 23.56	\$ 23.56	\$ 49,004.80	\$ 49,004.80	\$ 49,004.80	\$ -
9B7 Utility Worker/Equipment Operator B	\$ 23.05	\$ 23.05	\$ 23.05	\$ 23.05	\$ 47,944.00	\$ 47,944.00	\$ 47,944.00	\$ -
9B8 Pump Station Operator	\$ 20.34	\$ 20.34	\$ 20.34	\$ 20.34	\$ 42,307.20	\$ 42,307.20	\$ 42,307.20	\$ -
9B9 Street Sweeper Operator	\$ 20.85	\$ 20.85	\$ 20.85	\$ 20.85	\$ 43,368.00	\$ 43,368.00	\$ 43,368.00	\$ -
9B10 Utility Worker/Driver A	\$ 22.55	\$ 22.55	\$ 22.55	\$ 22.55	\$ 46,904.00	\$ 46,904.00	\$ 46,904.00	\$ -
9B11 Utility Worker/Driver B	\$ 19.34	\$ 19.34	\$ 19.34	\$ 19.34	\$ 40,227.20	\$ 40,227.20	\$ 40,227.20	\$ -
9B12 Utility Worker/Driver C	\$ 16.34	\$ 16.34	\$ 16.34	\$ 16.34	\$ 33,987.20	\$ 33,987.20	\$ 33,987.20	\$ -
9B13 Senior Mechanic	\$ 22.26	\$ 22.26	\$ 22.26	\$ 22.26	\$ 46,300.80	\$ 46,300.80	\$ 46,300.80	\$ -
9B14 Mechanic	\$ 21.18	\$ 21.18	\$ 21.18	\$ 21.18	\$ 44,054.40	\$ 44,054.40	\$ 44,054.40	\$ -
9B15 Mechanic	\$ 22.76	\$ 22.76	\$ 22.76	\$ 22.76	\$ 47,340.80	\$ 47,340.80	\$ 47,340.80	\$ -
9B16 Sign & Traffic Control Technician	\$ 19.54	\$ 19.54	\$ 19.54	\$ 19.54	\$ 40,651.52	\$ 40,651.52	\$ 40,651.52	\$ -
9B17 Utility Worker A	\$ 17.08	\$ 17.08	\$ 17.08	\$ 17.08	\$ 35,526.40	\$ 35,526.40	\$ 35,526.40	\$ -
9B17 Utility Worker A	\$ 18.58	\$ 18.58	\$ 18.58	\$ 18.58	\$ 38,646.40	\$ 38,646.40	\$ 38,646.40	\$ -
9B18 Utility Worker B	\$ 13.18	\$ 13.18	\$ 13.18	\$ 13.18	\$ 27,414.40	\$ 27,414.40	\$ 27,414.40	\$ -
9B19 Custodian	\$ 15.82	\$ 15.82	\$ 15.82	\$ 15.82	\$ 32,905.60	\$ 32,905.60	\$ 32,905.60	\$ -
9B20 Attendant Town Garage	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70	\$ 30,576.00	\$ 30,576.00	\$ 30,576.00	\$ -
9B20 Incumbent Attendant Town Garage	\$ 15.36	\$ 15.36	\$ 15.36	\$ 15.36	\$ 31,948.80	\$ 31,948.80	\$ 31,948.80	\$ -

Wages and salaries worksheet 2021 effective 01.09.2022.xlsx

9B21	Secretary (part-time)	\$	9.27	\$	9.27	\$	19,281.60	\$	19,281.60	\$	-
9B21	Secretary (part-time)	\$	19.22	\$	19.22	\$	39,977.60	\$	39,977.60	\$	-
9B22	Laborer (not truck driver)(part-time)	\$	9.27	\$	9.27	\$	19,281.60	\$	19,281.60	\$	-
9B22	Laborer (not truck driver)(part-time)	\$	11.99	\$	11.99	\$	24,939.20	\$	24,939.20	\$	-
9B23	Laborer, Seasonal Leaf Collection	\$	9.55	\$	9.55	\$	19,864.00	\$	19,864.00	\$	-
9B24	Master Gardener/Streetscaping (part-time)	\$	12.36	\$	12.36	\$	25,708.80	\$	25,708.80	\$	-
9B24	Master Gardener/Streetscaping (part-time)	\$	14.42	\$	14.42	\$	29,993.60	\$	29,993.60	\$	-
9B25	Driver C Seasonal (must have CDL)	\$	16.34	\$	16.34	\$	33,987.20	\$	33,987.20	\$	-

10 Metropolitan Police Department

	Current	Effective 09 January 2022	Current ANNUALIZED	1.00
10A Police Chief	\$ 3,204.26	\$ 3,204.26	\$ 83,310.76	\$ 83,310.76
10A Incumbent Police Chief	\$ 3,436.55	\$ 3,436.55	\$ 89,350.30	\$ 89,350.30
10B2 Sergeant (4)	\$ 2,814.22	\$ 2,814.22	\$ 73,169.72	\$ 73,169.72
10C Corporal (8)	\$ 2,656.43	\$ 2,656.43	\$ 69,067.18	\$ 69,067.18
10D4 Police Officer Special CANNOT CHANGE	\$ 2,885.17	\$ 2,885.17	\$ 75,014.42	\$ 75,014.42
10D4 Police Officer 1	\$ 2,511.47	\$ 2,511.47	\$ 65,298.22	\$ 65,298.22
10D4 Police Officer 2	\$ 2,215.47	\$ 2,215.47	\$ 57,602.22	\$ 57,602.22
10D4 Police Officer 3	\$ 2,074.51	\$ 2,074.51	\$ 53,937.26	\$ 53,937.26
10D4 Police Officer 4 (No LEA certification)	\$ 1,879.14	\$ 1,879.14	\$ 48,857.64	\$ 48,857.64
10D5 Assistant Chief	\$ 3,204.26	\$ 3,204.26	\$ 83,310.76	\$ 83,310.76
10D5 Division Commander (2)	\$ 2,971.97	\$ 2,971.97	\$ 77,271.22	\$ 77,271.22
10D5 Deputy Commander (1)	\$ 2,893.09	\$ 2,893.09	\$ 75,220.34	\$ 75,220.34
10D6b Lance Corporal	\$ 2,597.10	\$ 2,597.10	\$ 67,524.60	\$ 67,524.60
10F1 Support Services Administrator	\$ 2,010.36	\$ 2,010.36	\$ 52,269.36	\$ 52,269.36
10F1 Incumbent Support Services Administrator	\$ 2,055.60	\$ 2,055.60	\$ 53,445.60	\$ 53,445.60
10F2 Systems Administrator/IT & Training Officer	\$ 22.49	\$ 22.49	\$ 46,779.20	\$ 46,779.20
10F2 Incumbent Systems Administrator/IT & Training Officer	\$ 31.07	\$ 31.07	\$ 64,625.60	\$ 64,625.60
10F3 Secretary	\$ 19.22	\$ 19.22	\$ 39,977.60	\$ 39,977.60
10F3 Incumbent Secretary	\$ 22.26	\$ 22.26	\$ 46,300.80	\$ 46,300.80
10F4 Lead Support Services Clerk	\$ 16.57	\$ 16.57	\$ 34,465.60	\$ 34,465.60
10F4 Incumbent Lead Support Services Clerk	\$ 18.05	\$ 18.05	\$ 37,544.00	\$ 37,544.00
10F4 Lead Support Services Training Coordinator	\$ 16.57	\$ 16.57	\$ 34,465.60	\$ 34,465.60
10F4 Incumbent Lead Support Services Training Coordinator	\$ 18.05	\$ 18.05	\$ 37,544.00	\$ 37,544.00
10F4 Support Services Clerk	\$ 15.49	\$ 15.49	\$ 32,219.20	\$ 32,219.20
10F4 Incumbent Support Services Clerk	\$ 17.44	\$ 17.44	\$ 36,275.20	\$ 36,275.20
10F4 Animal Warden	\$ 12.00	\$ 12.00	\$ 24,960.00	\$ 24,960.00
10F4 Incumbent Animal Warden	\$ 15.45	\$ 15.45	\$ 32,136.00	\$ 32,136.00
10F4 Crossing Guard	\$ 9.95	\$ 9.95	\$ 20,696.00	\$ 20,696.00
10F4 Incumbent Crossing Guard	\$ 11.08	\$ 11.08	\$ 23,046.40	\$ 23,046.40
10F4 Sub Crossing Guard	\$ 9.95	\$ 9.95	\$ 20,696.00	\$ 20,696.00

10F4	Incumbent Sub Crossing Guard	\$	11.08	\$	11.08	\$	23,046.40	\$	23,046.40	\$	-
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		Current		Effective 09 January 2022		Current ANNUALIZED		1.00	
11 Parks and Recreation Department									
11A1	Superintendent of Parks and Recreation without car	\$	3,053.18	\$	3,053.18	\$	79,382.68	\$	79,382.68
11A1	Superintendent of Parks and Recreation with car	\$	2,882.37	\$	2,882.37	\$	74,941.62	\$	74,941.62
11A2	Director of Recreation	\$	2,060.75	\$	2,060.75	\$	53,579.50	\$	53,579.50
11A3	Recreation Supervisors (3)	\$	1,439.13	\$	1,439.13	\$	37,417.38	\$	37,417.38
11A3	Incumbent Recreation Supervisors (3)	\$	1,532.61	\$	1,532.61	\$	39,847.86	\$	39,847.86
11A4	Director of Parks	\$	2,389.22	\$	2,389.22	\$	62,119.72	\$	62,119.72
11B1	Park Secretary	\$	19.22	\$	19.22	\$	39,977.60	\$	39,977.60
11B1	Incumbent Park Secretary	\$	19.78	\$	19.78	\$	41,142.40	\$	41,142.40
11B2	Park Repairs Specialist	\$	17.89	\$	17.89	\$	37,211.20	\$	37,211.20
11B2	Incumbent Park Repairs Specialist	\$	20.05	\$	20.05	\$	41,704.00	\$	41,704.00
11B3	Park Specialist I (3)	\$	15.63	\$	15.63	\$	32,510.40	\$	32,510.40
11B3	Incumbent Park Specialist 1	\$	19.12	\$	19.12	\$	39,769.60	\$	39,769.60
11B4	Park Specialist II (3)	\$	13.18	\$	13.18	\$	27,414.40	\$	27,414.40
11B5	Custodian	\$	13.18	\$	13.18	\$	27,414.40	\$	27,414.40
11B5	Custodian	\$	13.40	\$	13.40	\$	27,872.00	\$	27,872.00
11B6	Laborer (part-time)	\$	7.25	\$	7.25	\$	15,080.00	\$	15,080.00
11B6	Laborer (part-time)	\$	13.18	\$	13.18	\$	27,414.40	\$	27,414.40
11B6	Recreation Leader (part-time)	\$	7.25	\$	7.25	\$	15,080.00	\$	15,080.00
11B6	Recreation Leader (part-time)	\$	13.40	\$	13.40	\$	27,872.00	\$	27,872.00
11B6	Recreation Program Instructor	\$	7.25	\$	7.25	\$	15,080.00	\$	15,080.00
11B6	Recreation Program Instructor	\$	51.50	\$	51.50	\$	107,120.00	#####	#####
11B6	Temporary workers for parks division	\$	9.27	\$	9.27	\$	19,281.60	\$	19,281.60
11B6	Temporary workers for parks division	\$	13.18	\$	13.18	\$	27,414.40	\$	27,414.40

12 Fire Department

	Current	Effective 09 January 2022	Current ANNUALIZED	1.00
12A Chief of Department/Fire Inspector (1)	\$ 2,706.30	\$ 2,706.30	\$ 70,363.80	\$ -
12B Assistant Chief for Logistics (1)	\$ 436.73	\$ 436.73		per quarter
12B Assistant Chief for Planning (1)	\$ 349.39	\$ 349.39		per quarter
12B Assistant Chief for Operations (3)	\$ 349.39	\$ 349.39		per quarter
12B Station Captains (2)	\$ 145.58	\$ 145.58		per quarter
12B Lieutenants (7)	\$ 101.90	\$ 101.90		per quarter
12B Mechanics (1)	\$ 145.58	\$ 145.58		per quarter
	Current	Effective 09 January 2022	Current ANNUALIZED	1.00
12E Secretary (part-time)	\$ 19.22	\$ 19.22	\$ 39,977.60	\$ 39,977.60
12E Custodian (part-time)	\$ 7.25	\$ 7.25	\$ 15,080.00	\$ 15,080.00
12E Custodian (part-time)	\$ 15.45	\$ 15.45	\$ 32,136.00	\$ 32,136.00

OFFICE of the TOWN COUNCIL

	Current	Effective 09 January 2022	Current ANNUALIZED	DELTA
6A Town Council President	\$ 1,226.00	\$ 1,226.00	\$ 14,712.00	\$ -
Town Council Vice President	\$ 1,164.00	\$ 1,164.00	\$ 13,968.00	\$ -
Town Council Member	\$ 1,164.00	\$ 1,164.00	\$ 13,968.00	\$ -

TOWN COUNCIL SALARIES

	Monthly	Annual	Longevity	Social Security & Medicare	Grand Total
Town Council President	\$ 1,226.00	\$ 14,712.00	\$ -	\$ 1,125.47	\$ 15,837.47
Town Councilor Ward 1	\$ 1,164.00	\$ 13,968.00	\$ 720.00	\$ 1,123.63	\$ 15,811.63
Town Councilor Ward 2	\$ 1,164.00	\$ 13,968.00	\$ -	* \$ 1,068.55	\$ 15,036.55
Town Councilor Ward 3	\$ 1,164.00	\$ 13,968.00	\$ -	\$ 1,068.55	\$ 15,036.55
Town Councilor Ward 4	\$ 1,164.00	\$ 13,968.00	\$ -	\$ 1,068.55	\$ 15,036.55

* Waives longevity

Differential between President and members 5.33%

Seniority List 12.8.2021

<u>Years</u>	<u>Number of Workers</u>	
0	16	
1	4	0-9 years
2	7	
3	7	
4	14	
5	4	
6	3	
7	4	
8	3	
9	<u>2</u>	64
10	1	
11	0	
12	1	10 to 19 years
13	2	
14	2	
15	3	
16	5	
17	1	
18	2	
19	<u>2</u>	19
20	3	
21	1	
22	1	
23	2	
24	3	
25	1	20 to 29 Years
26	2	
27	0	
28	0	
29	<u>0</u>	13
30	1	
31	1	
32	4	
33	1	
34	3	30 to 39 years
35	1	
36	0	
37	0	
38	0	
39	<u>1</u>	12
40	1	
41	0	
42	0	

43	0	
44	0	40 - 50 years
45	0	
46	0	
47	0	
48	0	
49	1	
50	0	2
	<hr/>	
	110	

LONGEVITY PROPOSAL allows for special calculation.xlsx

Years of Service Completed	Current Hourly	80 hour pay period	FICA / MEDICARE	Base Cost without FICA / MEDICARE	Annual Cost	Annual Increase per Affected worker	Rate Increase for 1st 19 years	Rate Increase for 2nd 13 years
1	\$ 0.07	\$ 5.60	\$ 0.43	\$ 145.60	\$ 156.74	\$ (0.00)	1.00	1.00
2	\$ 0.12	\$ 9.60	\$ 0.73	\$ 249.60	\$ 268.69	\$ 0.00		
3	\$ 0.17	\$ 13.60	\$ 1.04	\$ 353.60	\$ 380.65	\$ 0.00		
4	\$ 0.22	\$ 17.60	\$ 1.35	\$ 457.60	\$ 492.61	\$ (0.00)		
5	\$ 0.27	\$ 21.60	\$ 1.65	\$ 561.60	\$ 604.56	\$ 0.00		
6	\$ 0.32	\$ 25.60	\$ 1.96	\$ 665.60	\$ 716.52	\$ (0.00)		
7	\$ 0.37	\$ 29.60	\$ 2.26	\$ 769.60	\$ 828.47	\$ 0.00		
8	\$ 0.42	\$ 33.60	\$ 2.57	\$ 873.60	\$ 940.43	\$ 0.00		
9	\$ 0.47	\$ 37.60	\$ 2.88	\$ 977.60	\$ 1,052.39	\$ (0.00)		
10	\$ 0.52	\$ 41.60	\$ 3.18	\$ 1,081.60	\$ 1,164.34	\$ 0.00		
11	\$ 0.57	\$ 45.60	\$ 3.49	\$ 1,185.60	\$ 1,276.30	\$ (0.00)		
12	\$ 0.62	\$ 49.60	\$ 3.79	\$ 1,289.60	\$ 1,388.25	\$ 0.00		
13	\$ 0.67	\$ 53.60	\$ 4.10	\$ 1,393.60	\$ 1,500.21	\$ 0.00		
14	\$ 0.72	\$ 57.60	\$ 4.41	\$ 1,497.60	\$ 1,612.17	\$ (0.00)		
15	\$ 0.77	\$ 61.60	\$ 4.71	\$ 1,601.60	\$ 1,724.12	\$ 0.00		
16	\$ 0.82	\$ 65.60	\$ 5.02	\$ 1,705.60	\$ 1,836.08	\$ (0.00)		
17	\$ 0.87	\$ 69.60	\$ 5.32	\$ 1,809.60	\$ 1,948.03	\$ 0.00		
18	\$ 0.92	\$ 73.60	\$ 5.63	\$ 1,913.60	\$ 2,059.99	\$ 0.00		
19	\$ 0.97	\$ 77.60	\$ 5.94	\$ 2,017.60	\$ 2,171.95	\$ (0.00)		
20	\$ 0.99	\$ 79.20	\$ 6.06	\$ 2,059.20	\$ 2,216.73	\$ (0.00)		
21	\$ 1.07	\$ 85.60	\$ 6.55	\$ 2,225.60	\$ 2,395.86	\$ (0.00)		
22	\$ 1.12	\$ 89.60	\$ 6.85	\$ 2,329.60	\$ 2,507.81	\$ 0.00		
23	\$ 1.16	\$ 92.80	\$ 7.10	\$ 2,412.80	\$ 2,597.38	\$ (0.00)		
24	\$ 1.18	\$ 94.40	\$ 7.22	\$ 2,454.40	\$ 2,642.16	\$ 0.00		
25	\$ 1.20	\$ 96.00	\$ 7.34	\$ 2,496.00	\$ 2,686.94	\$ 0.00		
26	\$ 1.22	\$ 97.60	\$ 7.47	\$ 2,537.60	\$ 2,731.73	\$ (0.00)		
27	\$ 1.24	\$ 99.20	\$ 7.59	\$ 2,579.20	\$ 2,776.51	\$ (0.00)		
28	\$ 1.26	\$ 100.80	\$ 7.71	\$ 2,620.80	\$ 2,821.29	\$ 0.00		
29	\$ 1.28	\$ 102.40	\$ 7.83	\$ 2,662.40	\$ 2,866.07	\$ 0.00		
30	\$ 1.30	\$ 104.00	\$ 7.96	\$ 2,704.00	\$ 2,910.86	\$ (0.00)		
31	\$ 2.05	\$ 164.00	\$ 12.55	\$ 4,264.00	\$ 4,590.20	\$ (0.00)		
32	\$ 2.15	\$ 172.00	\$ 13.16	\$ 4,472.00	\$ 4,814.11	\$ (0.00)		

Current

~~PROPOSED~~

Years of Service Completed	Current Hourly	80 hour pay period	FICA / MEDICARE	Base Cost without FICA / MEDICARE	Annual Cost	Annual Increase per Affected worker	Rate Increase for 1st 19 years	Rate Increase for 2nd 13 years
1	\$ 0.07	\$ 5.77	\$ 0.44	\$ 149.97	\$ 161.44	\$ 4.70	1.03	1.05
2	\$ 0.12	\$ 9.89	\$ 0.76	\$ 257.09	\$ 276.76	\$ 8.07		
3	\$ 0.18	\$ 14.01	\$ 1.07	\$ 364.21	\$ 392.07	\$ 11.42		
4	\$ 0.23	\$ 18.13	\$ 1.39	\$ 471.33	\$ 507.38	\$ 14.77		
5	\$ 0.28	\$ 22.25	\$ 1.70	\$ 578.45	\$ 622.70	\$ 18.14		
6	\$ 0.33	\$ 26.37	\$ 2.02	\$ 685.57	\$ 738.01	\$ 21.49		
7	\$ 0.38	\$ 30.49	\$ 2.33	\$ 792.69	\$ 853.33	\$ 24.86		
8	\$ 0.43	\$ 34.61	\$ 2.65	\$ 899.81	\$ 968.64	\$ 28.21		
9	\$ 0.48	\$ 38.73	\$ 2.96	\$ 1,006.93	\$ 1,083.96	\$ 31.57		
10	\$ 0.54	\$ 42.85	\$ 3.28	\$ 1,114.05	\$ 1,199.27	\$ 34.93		
11	\$ 0.59	\$ 46.97	\$ 3.59	\$ 1,221.17	\$ 1,314.59	\$ 38.29		
12	\$ 0.64	\$ 51.09	\$ 3.91	\$ 1,328.29	\$ 1,429.90	\$ 41.65		
13	\$ 0.69	\$ 55.21	\$ 4.22	\$ 1,435.41	\$ 1,545.22	\$ 45.01		
14	\$ 0.74	\$ 59.33	\$ 4.54	\$ 1,542.53	\$ 1,660.53	\$ 48.36		
15	\$ 0.79	\$ 63.45	\$ 4.85	\$ 1,649.65	\$ 1,775.85	\$ 51.73		
16	\$ 0.84	\$ 67.57	\$ 5.17	\$ 1,756.77	\$ 1,891.16	\$ 55.08		
17	\$ 0.90	\$ 71.69	\$ 5.48	\$ 1,863.89	\$ 2,006.48	\$ 58.45		
18	\$ 0.95	\$ 75.81	\$ 5.80	\$ 1,971.01	\$ 2,121.79	\$ 61.80		
19	\$ 1.00	\$ 79.93	\$ 6.11	\$ 2,078.13	\$ 2,237.10	\$ 65.15		
20	\$ 1.04	\$ 83.16	\$ 6.36	\$ 2,162.16	\$ 2,327.57	\$ 110.84		
21	\$ 1.12	\$ 89.88	\$ 6.88	\$ 2,336.88	\$ 2,515.65	\$ 119.79		
22	\$ 1.18	\$ 94.08	\$ 7.20	\$ 2,446.08	\$ 2,633.21	\$ 125.40		
23	\$ 1.22	\$ 97.44	\$ 7.45	\$ 2,533.44	\$ 2,727.25	\$ 129.87		
24	\$ 1.24	\$ 99.12	\$ 7.58	\$ 2,577.12	\$ 2,774.27	\$ 132.11		
25	\$ 1.26	\$ 100.80	\$ 7.71	\$ 2,620.80	\$ 2,821.29	\$ 134.35		
26	\$ 1.28	\$ 102.48	\$ 7.84	\$ 2,664.48	\$ 2,868.31	\$ 136.58		
27	\$ 1.30	\$ 104.16	\$ 7.97	\$ 2,708.16	\$ 2,915.33	\$ 138.82		
28	\$ 1.32	\$ 105.84	\$ 8.10	\$ 2,751.84	\$ 2,962.36	\$ 141.07		
29	\$ 1.34	\$ 107.52	\$ 8.23	\$ 2,795.52	\$ 3,009.38	\$ 143.31		
30	\$ 1.37	\$ 109.20	\$ 8.35	\$ 2,839.20	\$ 3,056.40	\$ 145.54		
31	\$ 2.15	\$ 172.20	\$ 13.17	\$ 4,477.20	\$ 4,819.71	\$ 229.51		
32	\$ 2.26	\$ 180.60	\$ 13.82	\$ 4,695.60	\$ 5,054.81	\$ 240.70		

Years of Service Completed	Current Hourly	80 hour pay period	FICA / MEDICARE	Base Cost without FICA / MEDICARE	Annual Cost	Annual Increase per Affected worker	Rate Increase for 1st 19 years	Rate Increase for 2nd 13 years
1	\$ 0.07	\$ 5.82	\$ 0.45	\$ 151.42	\$ 163.01	\$ 6.27	1.04	1.06
2	\$ 0.12	\$ 9.98	\$ 0.76	\$ 259.58	\$ 279.44	\$ 10.75		
3	\$ 0.18	\$ 14.14	\$ 1.08	\$ 367.74	\$ 395.88	\$ 15.23		
4	\$ 0.23	\$ 18.30	\$ 1.40	\$ 475.90	\$ 512.31	\$ 19.70		
5	\$ 0.28	\$ 22.46	\$ 1.72	\$ 584.06	\$ 628.74	\$ 24.18		
6	\$ 0.33	\$ 26.62	\$ 2.04	\$ 692.22	\$ 745.18	\$ 28.66		
7	\$ 0.38	\$ 30.78	\$ 2.35	\$ 800.38	\$ 861.61	\$ 33.14		
8	\$ 0.44	\$ 34.94	\$ 2.67	\$ 908.54	\$ 978.05	\$ 37.62		
9	\$ 0.49	\$ 39.10	\$ 2.99	\$ 1,016.70	\$ 1,094.48	\$ 42.09		
10	\$ 0.54	\$ 43.26	\$ 3.31	\$ 1,124.86	\$ 1,210.92	\$ 46.58		
11	\$ 0.59	\$ 47.42	\$ 3.63	\$ 1,233.02	\$ 1,327.35	\$ 51.05		
12	\$ 0.64	\$ 51.58	\$ 3.95	\$ 1,341.18	\$ 1,443.78	\$ 55.53		
13	\$ 0.70	\$ 55.74	\$ 4.26	\$ 1,449.34	\$ 1,560.22	\$ 60.01		
14	\$ 0.75	\$ 59.90	\$ 4.58	\$ 1,557.50	\$ 1,676.65	\$ 64.48		
15	\$ 0.80	\$ 64.06	\$ 4.90	\$ 1,665.66	\$ 1,793.09	\$ 68.97		
16	\$ 0.85	\$ 68.22	\$ 5.22	\$ 1,773.82	\$ 1,909.52	\$ 73.44		
17	\$ 0.90	\$ 72.38	\$ 5.54	\$ 1,881.98	\$ 2,025.96	\$ 77.93		
18	\$ 0.96	\$ 76.54	\$ 5.86	\$ 1,990.14	\$ 2,142.39	\$ 82.40		
19	\$ 1.01	\$ 80.70	\$ 6.17	\$ 2,098.30	\$ 2,258.82	\$ 86.87		
20	\$ 1.05	\$ 83.95	\$ 6.42	\$ 2,182.75	\$ 2,349.73	\$ 133.00		
21	\$ 1.13	\$ 90.74	\$ 6.94	\$ 2,359.14	\$ 2,539.61	\$ 143.75		
22	\$ 1.19	\$ 94.98	\$ 7.27	\$ 2,469.38	\$ 2,658.28	\$ 150.47		
23	\$ 1.23	\$ 98.37	\$ 7.53	\$ 2,557.57	\$ 2,753.22	\$ 155.84		
24	\$ 1.25	\$ 100.06	\$ 7.65	\$ 2,601.66	\$ 2,800.69	\$ 158.53		
25	\$ 1.27	\$ 101.76	\$ 7.78	\$ 2,645.76	\$ 2,848.16	\$ 161.22		
26	\$ 1.29	\$ 103.46	\$ 7.91	\$ 2,689.86	\$ 2,895.63	\$ 163.90		
27	\$ 1.31	\$ 105.15	\$ 8.04	\$ 2,733.95	\$ 2,943.10	\$ 166.59		
28	\$ 1.34	\$ 106.85	\$ 8.17	\$ 2,778.05	\$ 2,990.57	\$ 169.28		
29	\$ 1.36	\$ 108.54	\$ 8.30	\$ 2,822.14	\$ 3,038.04	\$ 171.97		
30	\$ 1.38	\$ 110.24	\$ 8.43	\$ 2,866.24	\$ 3,085.51	\$ 174.65		
31	\$ 2.17	\$ 173.84	\$ 13.30	\$ 4,519.84	\$ 4,865.61	\$ 275.41		
32	\$ 2.28	\$ 182.32	\$ 13.95	\$ 4,740.32	\$ 5,102.95	\$ 288.84		

**DISCUSSION MATERIALS for
REDEVELOPMENT COMMISSION
PLANS and MATERIALS to
COMPLY with IC 36-7-14-22.5(e)
to approve the sale of properties
acquired from the County.**

Memo

Date: December 20, 2021

To: The Highland Town Council

From: The Highland Redevelopment Commission

Re: RESOLUTION NO. 2021-32 Adopting a Plan and authorizing the Sale of the REAL PROPERTY Known as 2605 and 2609 Condit Street, and 2605-2606 Garfield Avenue, to HIGHLAND AUTO BODY for USE as a COMMERCIAL PROPERTY

In most circumstances, property acquired by the Redevelopment Commission may be sold by it without Town Council Approval.

In this instance, the real property described were "*parcels of property secured from the county under IC 6-1.1-25-9(e) that were acquired by the county under IC 6-1.1-24 and IC 6-1.1-25*" (See IC 36-7-14-22.5 (a)(3))

So, this sale cannot be perfected without the prior approval of the Town Council as the municipal legislative body. Resolution No. 2021-32 of the Redevelopment Commission is filed with the Town Council at its Study Session, a public meeting, in the belief that provides "*all the information supporting the action the commission proposes to take under this subsection, (IC 36-7-14-22.5(e)) including any terms and conditions to which the commission would have to agree to carry out the action.*"

This is filed with the Town Council pursuant to the forgoing. The Redevelopment Commission requests that the Town Council approve the sale of the parcels as indicated at its plenary meeting of December 27, 2021.

Thank you.

Highland Redevelopment Commission

**TOWN OF HIGHLAND
HIGHLAND REDEVELOPMENT COMMISSION
RESOLUTION 2021-32**

**A RESOLUTION OF THE HIGHLAND REDEVELOPMENT
COMMISSION TO APPROVE THE SALE OF THE REAL
PROPERTY KNOWN AS 2605 AND 2609 CONDIT STREET
AND 2605 AND 2606 GARFIELD AVENUE TO HIGHLAND AUTO
BODY FOR USE AS A COMMERCIAL PROPERTY**

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, from time-to-time, may find that it is in its best interests to dispose of and sell certain parcels of real property for development purposes; and

WHEREAS, the Commission properly approved Resolution No. 2020-21 authorizing the appraisals of the subject property in accordance with I.C. §36-7-14-12.2(a)(13) and I.C. 36-7-14-22(b) in preparation for the advertisement and sale of same; and

WHEREAS, the Commission properly approved Resolution No. 2020-26 authorizing the disposition and advertisement of the subject properties for sale pursuant to I.C. 36-7-14-22(c) & (d); and

WHEREAS, the Commission caused to be recorded in the property records of the Office of the Recorder of Lake County, Indiana, a Declaration of Environmental Covenants, Conditions, and Restrictions pursuant to Resolution No. 2020-27; and

WHEREAS, the Commission did not receive any properly composed and submitted offers for the subject property as a result of the aforementioned advertisement for same; and

WHEREAS, through negotiation with a private party, Highland Auto Body, ("Purchaser"), a purchase price and other items of consideration have been agreed to between the Commission and the Purchaser for a development intended to create additional business traffic, and catalyze investment through improved aesthetics; and

WHEREAS, Purchaser has agreed to pay a purchase price of \$20,000.00, of which the Commission has agreed to contribute seventy-five percent (75%), to a maximum of \$20,000.00, as reimbursement for eligible sewer project costs related to establishing sanitary sewer service at the subject property, to be paid upon completion of the work with approved receipts; and

WHEREAS, the Purchaser has submitted a basic development plan for the subject property, attached hereto as Exhibit A, which, while not containing the detail required by other Town of Highland bodies for final approval, has been reviewed and approved by the Commission as to the basic form and use thereof.

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 benefit to approve the sale of the property located at **2605 AND 2609 CONDIT STREET AND 2605 AND 2606 GARFIELD AVENUE**.
2. The purchase price of the property, (\$20,000.00), and the sewer service reimbursement arrangement are deemed to be fair and reasonable when all of the factors associated with the subject property are taken into consideration.
3. The Commission approves, and will provide up to seventy-five percent (75%), not to exceed a maximum reimbursement of twenty thousand dollars (\$20,000.00), as reimbursement for eligible sewer project costs related to establishing sanitary sewer service at the subject property, to be paid upon completion of the work with approved receipts.
4. That this Resolution shall be in full force and effect after its adoption by the Commission.

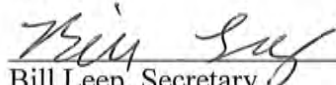
DULY RESOLVED AND ADOPTED by the Redevelopment Commission of the Town of Highland, Lake County, Indiana this **14th day of December, 2021** having passed by a vote of 4 in favor and 0 opposed.

**REDEVELOPMENT COMMISSION of the
TOWN OF HIGHLAND, LAKE COUNTY, INDIANA**



Cyril Huerter, President

ATTEST:



Bill Leep, Secretary

12-14-21
Date



Kathy DeGuilio-Fox
Redevelopment Director
Highland Redevelopment Department

December 14, 2021
Date

EXHIBIT A

VIS LAW, LLC
NATHAN D. VIS, ESQ.
ATTORNEY AT LAW
Licensed in Illinois and Indiana

NATHAN D. VIS
ndv@nvislaw.com

P. O. Box 980, Cedar Lake, Indiana 46303
Telephone (219) 689-1079
Facsimile (219) 533-1281

LISA M. KMETZ, PARALEGAL
paralegal@nvislaw.com

November 23, 2021

VIA EMAIL TOJPRATLAW@AOL.COM AND NWIREALTY@LIVE.COM

Town of Highland Town Council and
Redevelopment Commission

Re: Redevelopment Plan

Dear Town Council and Redevelopment Commission Members:

Please be advised the undersigned represents Dan and Jim Eriks. As you are aware, in the purchase of 2605 Condit Street, Highland, Indiana, the parties have agreed that in order to move forward with the purchase, a proposed development plan is to be remitted by my client for approval prior to engaging in the purchase of same. I have included below and in following both the proposed site development for which my clients intend on utilizing the property, as well as a timeline of events for same.

Proposed Development Plan

The Proposed Site Development Plan which my clients desire to add to this commercial area is foremost to clear the land of the existent underbrush and trees, which have grown upon it in the past two decades.

Upon removing same, it is the intention of my clients to construct a commercial steel building, which they anticipate upon initial design to be composed of three sections, with large overhead doors, interior office spaces, and onsite asphalt parking.

The purpose of same would be to provide opportunities for three additional businesses to house and locate their business operations therein.

Attached hereto are the preliminary drawings and depictions that my clients have procured from involved builders. It is anticipated that the structure would be approximately 128 feet long by 8 feet wide, and the exterior would consist of a fascia which includes both steel as well as a stone/brick exterior, approximately 5 feet up from the ground.

EXHIBIT A

In conjunction therewith, the property would be tied into the local storm drainage system, as well as sewer and water would be run through the property, also extending to my client's existing business operations.

Please find attached proposed pictures of basic drawings that my client has received in working with builders at the present time, as well as depictions as to a basic set up of what he is envisioning on the property. My client has expressed that he intends to put a façade on the building to ensure facially that it continues to improve the area.

Timeline

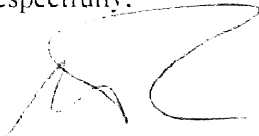
Over the course of the past 12 months, my clients have engaged in extensive energies and financial investment into their ongoing business operations. Recognizing this investment, it is my client's plan to commence this winter with the removal of the trees and underbrush from the property, and leveling of same during the course of 2022.

Subsequent thereto, in the spring of 2023 they anticipate seeking approval from both the Development Commission, Planning Department and Building Department for development which is similar to the attached herein. It is also anticipated they would like to commence building in the spring of 2023 on same.

This proposed timeline is contingent upon the financial/business environment existent in Northwest Indiana and in the United States.

Please advise should you have any further questions.

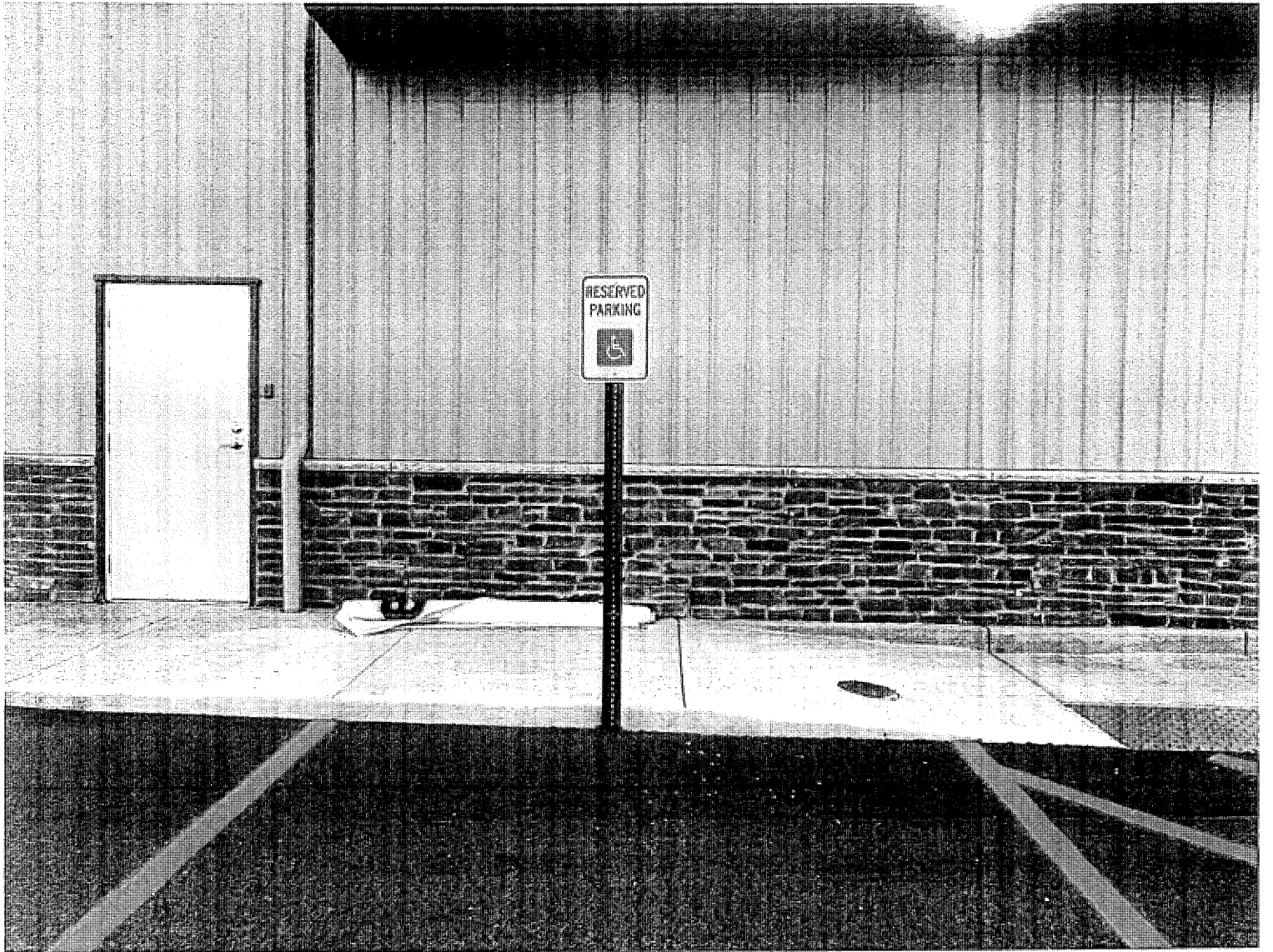
Respectfully,

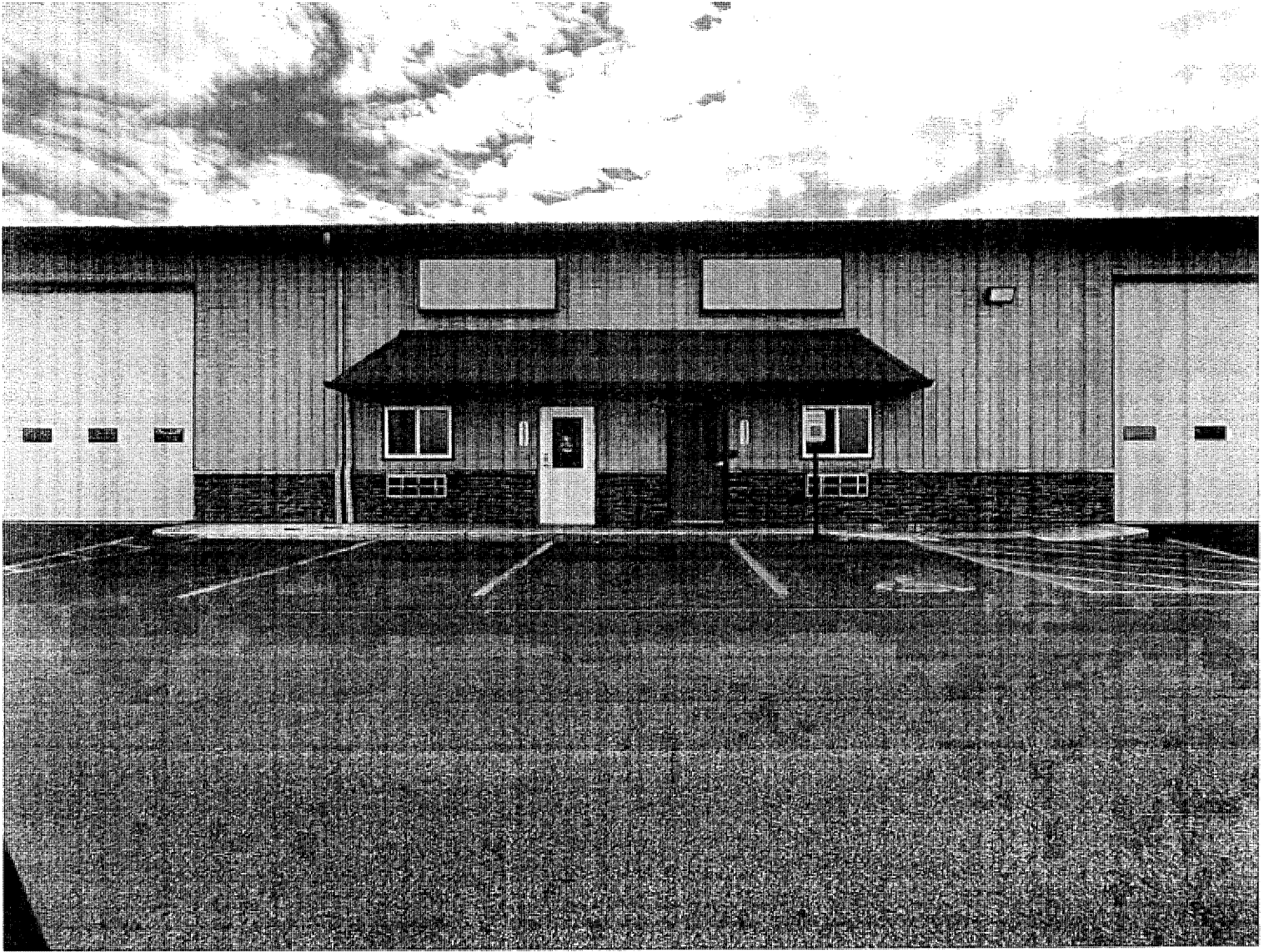
A handwritten signature in black ink, appearing to read 'Nathan D. Vis', written over a horizontal line.

Nathan D. Vis

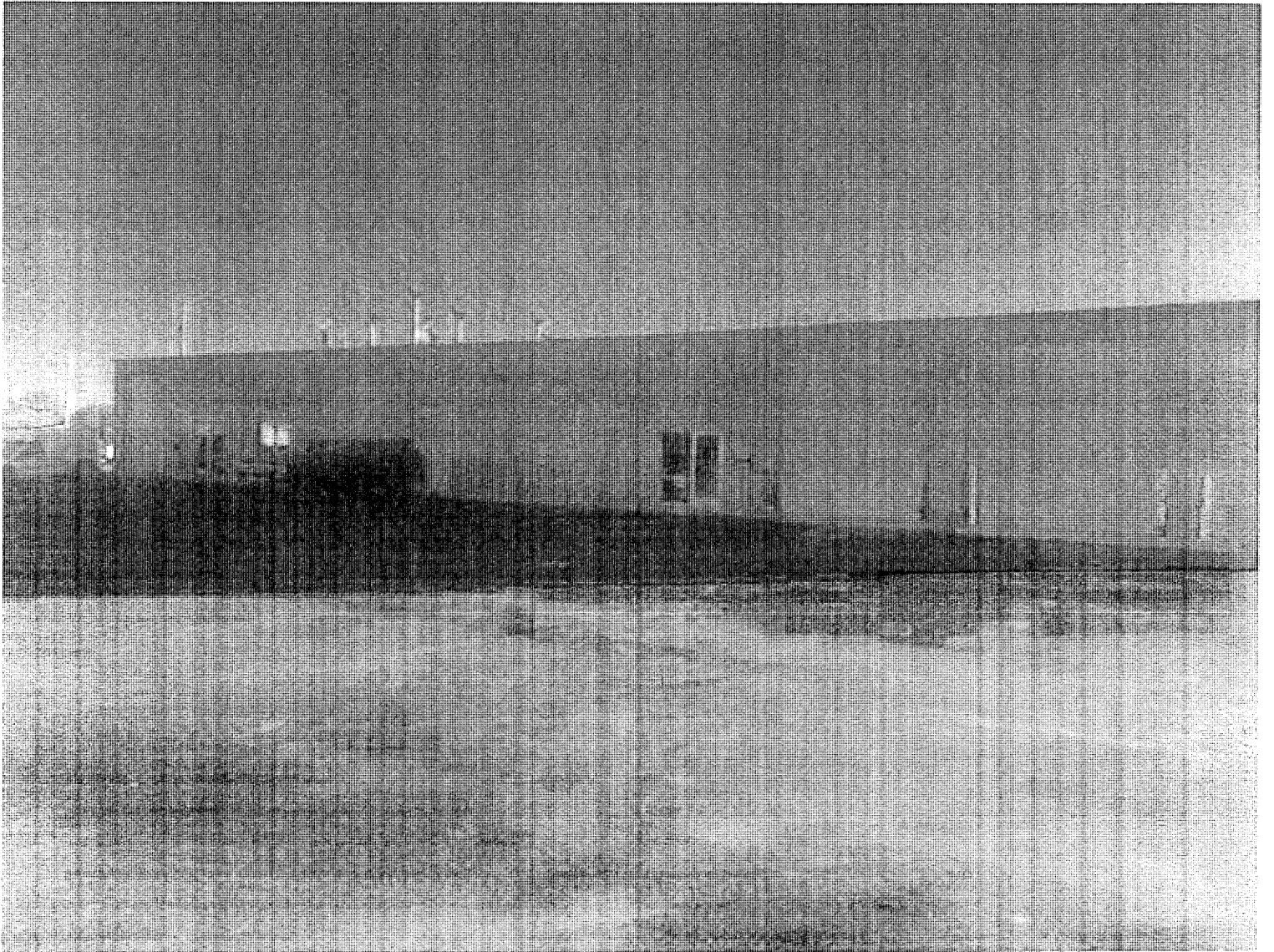
NDV/Imk
Attachment



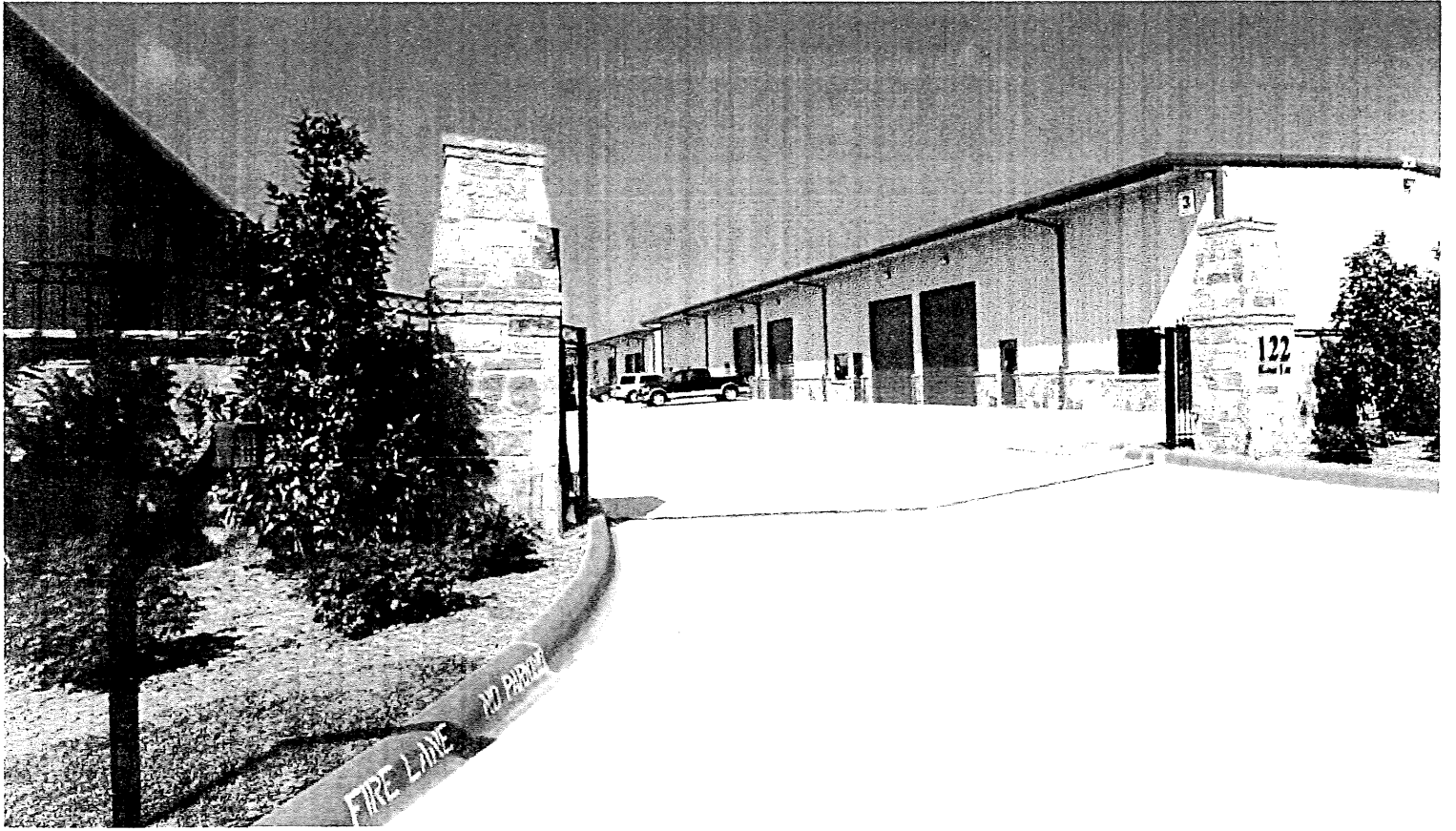


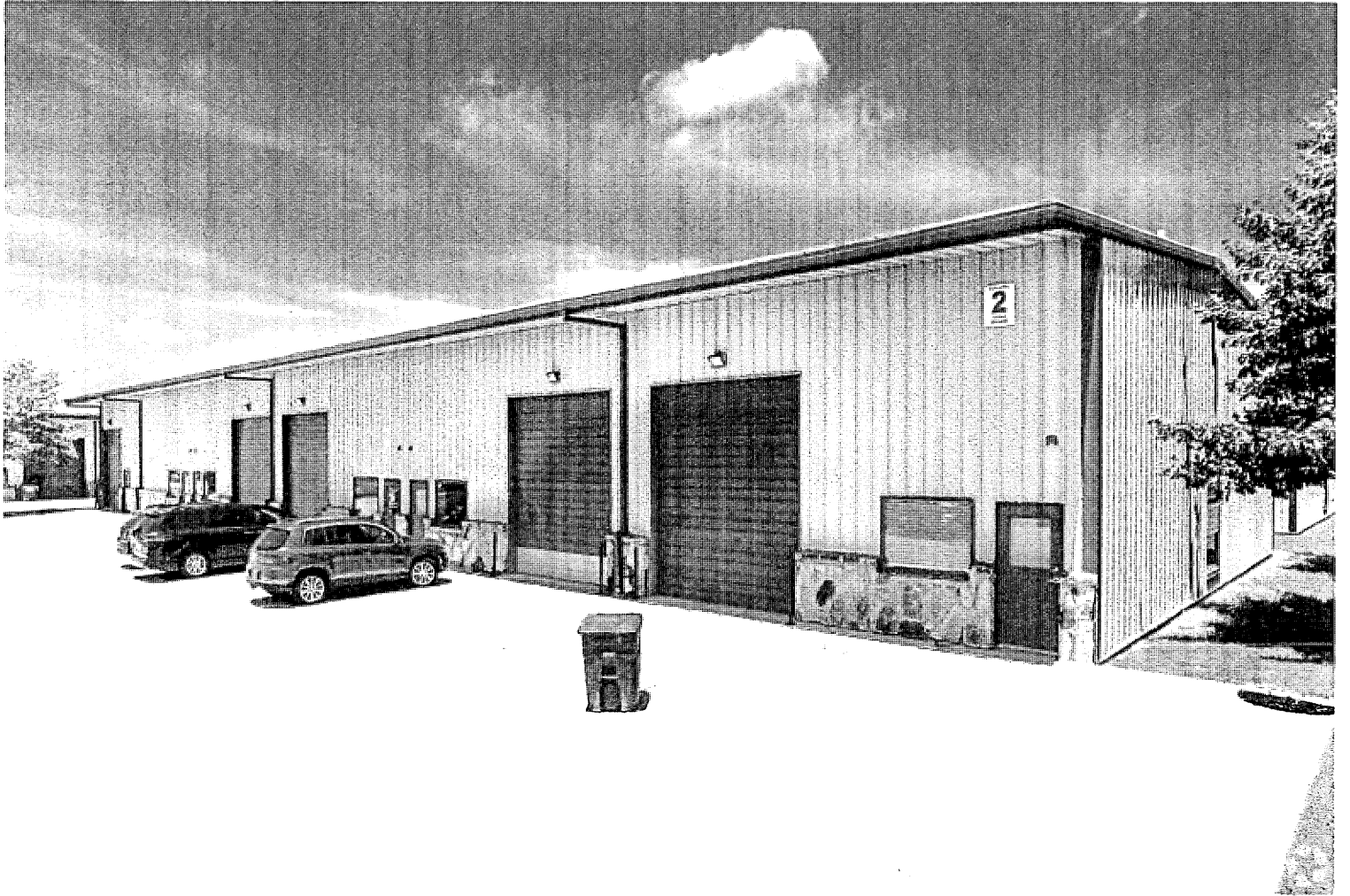


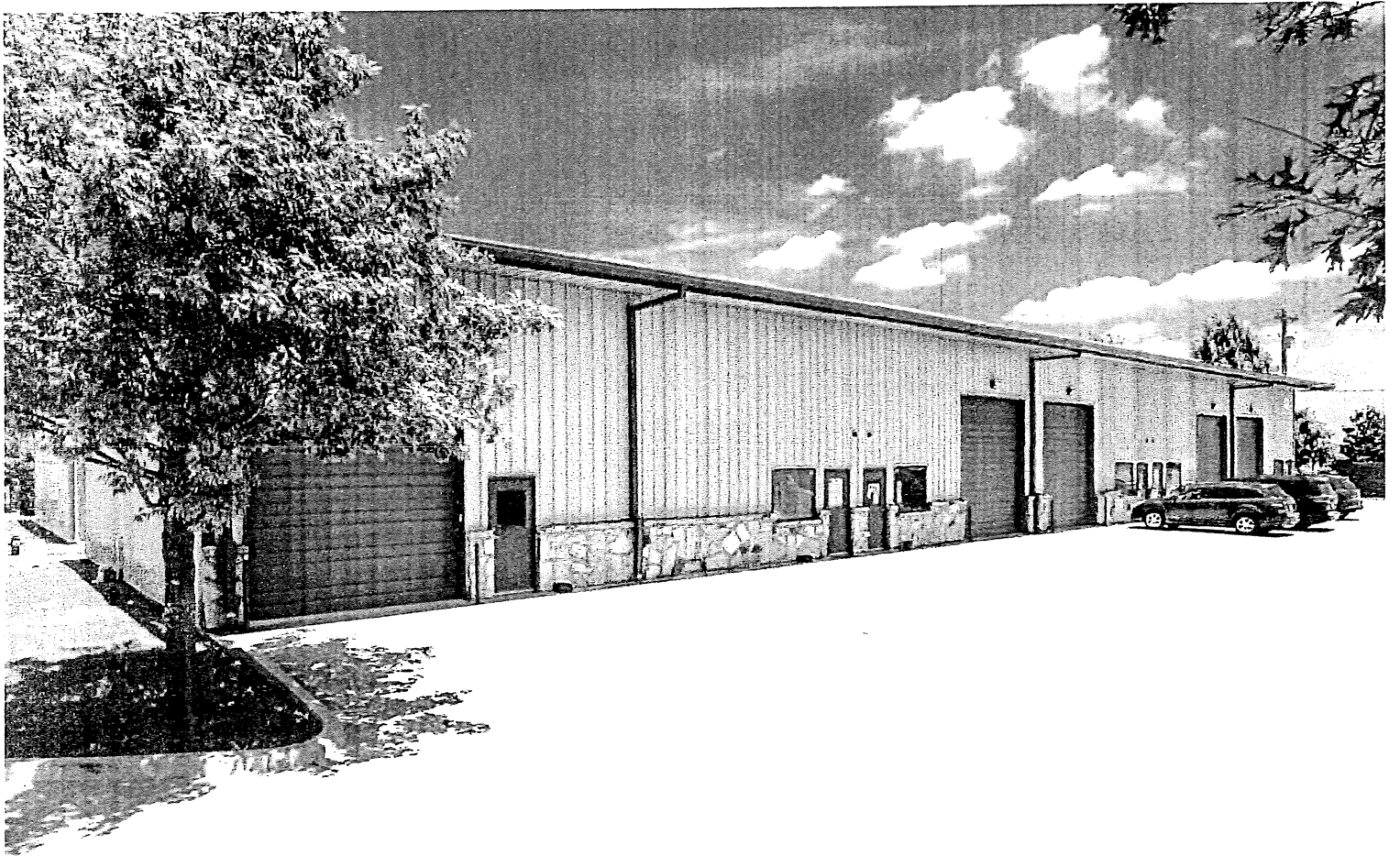












FBI not responsible for ruts in gravel or grass due to normal equipment use.

Min. 30" Clearance All Sides (Dirt Fill)

Purchaser to provide a gravel building pad, level within 8" of Finished Floor, prior to FBI mobilization.

Purchaser to remove, brushies, trees, debris as needed for building pad and access around the building prior to FBI mobilization.

60' x 128' x 16'



Author/Approved	Date
_____	_____
Checker/Approved	Date
_____	_____
Designer	_____

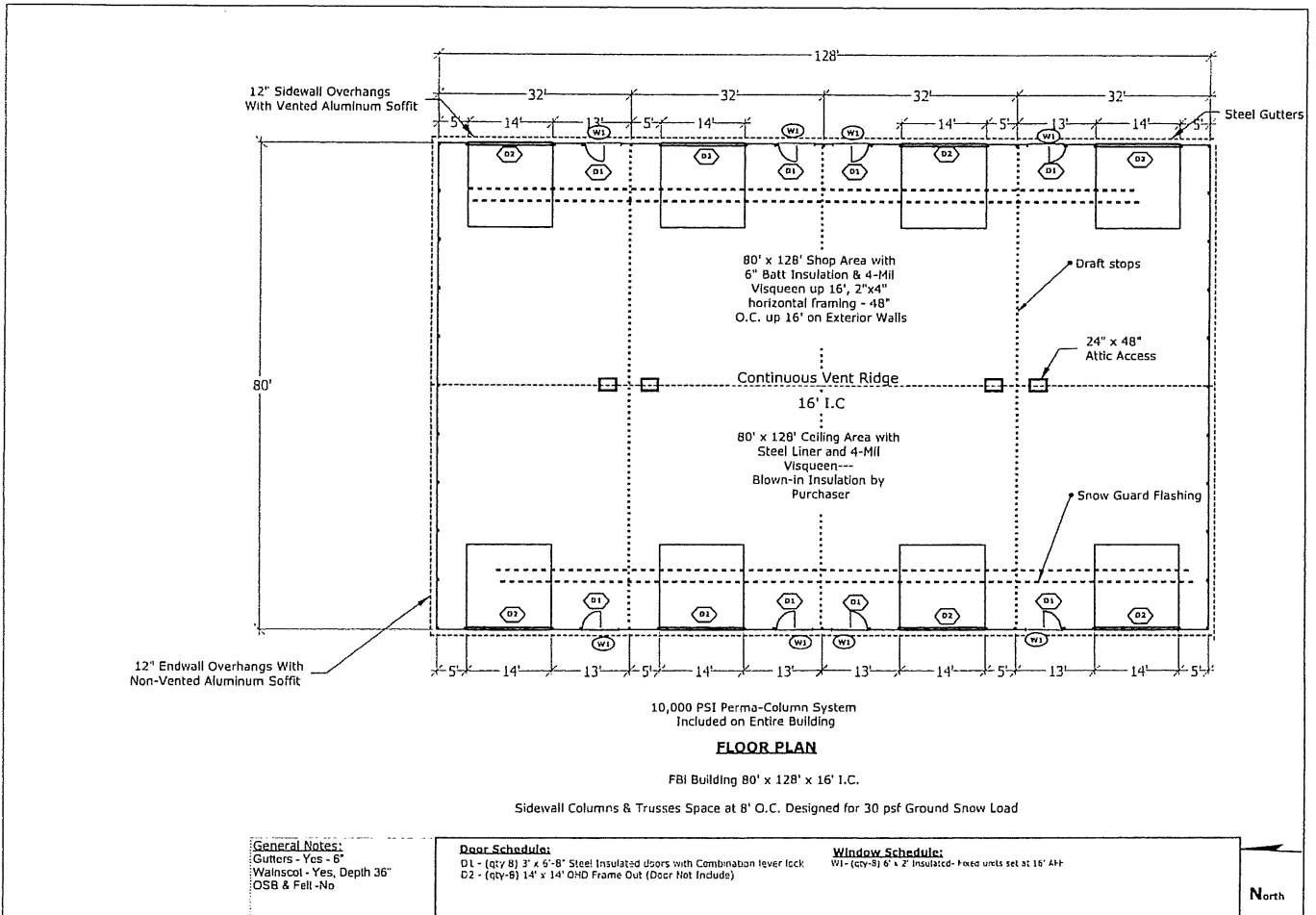
Highland Body Shop Highland IN	Construction Zone
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FBI Buildings, Inc.
3833 W 1800 S
Remington, IN 47977
219-261-2137
fbiibuildings.com

Date: 09/13/21
Name: kw
Rev: 1

PRELIMINARY
THESE DRAWINGS
ARE FOR
REVIEW
ONLY
These drawings are
not complete and
are not to be used
for construction.

CZ-101



General Notes:
 Gutters - Yes - 6"
 Wainscot - Yes, Depth 36"
 OSB & Felt - No

Door Schedule:

D1 - (qty-8) 2' x 6'-8" Steel Insulated doors with Combination lever lock
 D2 - (qty-8) 14' x 14' QHD Frame Out (Door Not Include)

Window Schedule:

W1 - (qty-8) 0' x 2' Insulated- Fixed units set at 16' AHP

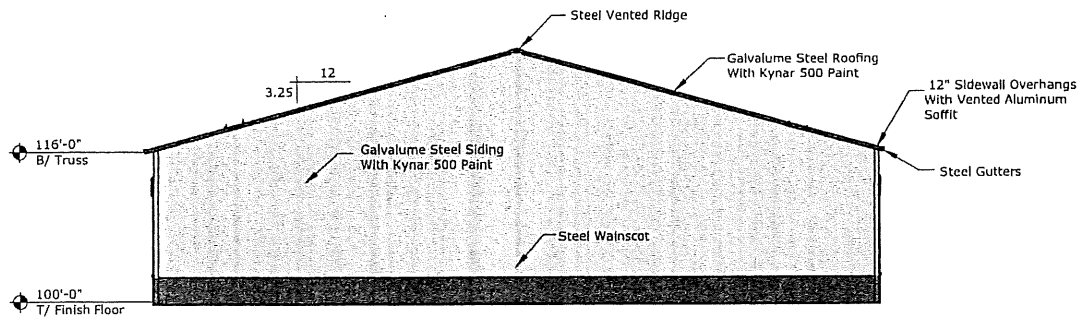
Prepared By:	DATE:
Checked By:	DATE:
Drawn By:	DATE:

Highland Body Shop Highland IN	Floor Plan
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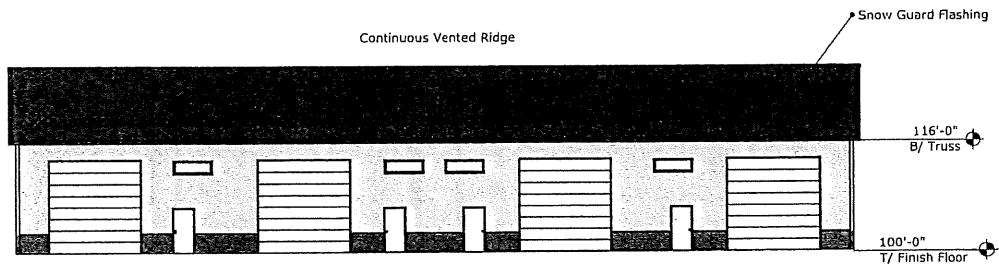
FBI Buildings, Inc.
 1823 W 1800 S
 Ellettsville, IN 47120
 317-219-2811
 www.fbibuildings.com

Date: 09/13/21
 Name: kw
 Rev: 1

PRELIMINARY
 THESE DRAWINGS ARE FOR
REVIEW ONLY
 These drawings are not complete and are not to be used for construction.



NORTH ELEVATION



EAST ELEVATION

DATE	
BY	
REVISION	
DATE	
BY	
REVISION	

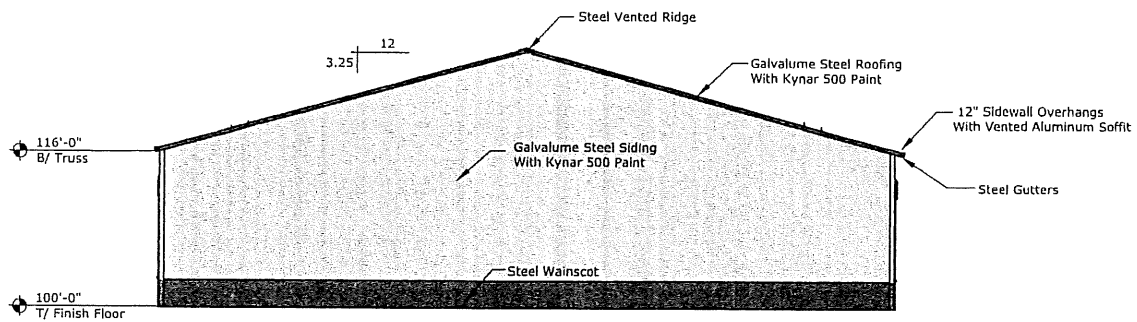
Highland Body Shop
Highland IN
Elevation Plan

Highland Body Shop
Highland IN
Elevation Plan

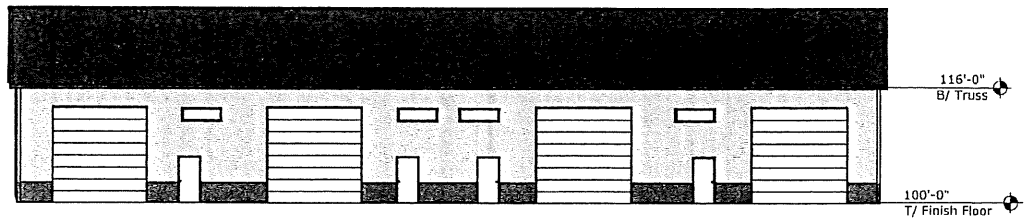
Date: 09/13/21
Name: kw
Rev: 1

PRELIMINARY
THESE DRAWINGS ARE FOR
REVIEW ONLY
These drawings are not complete and are not to be used for construction.

A-201



SOUTH ELEVATION



WEST ELEVATION

By: _____	Date: _____
Checked: _____	Date: _____
Approved: _____	Date: _____
Drawn by: _____	

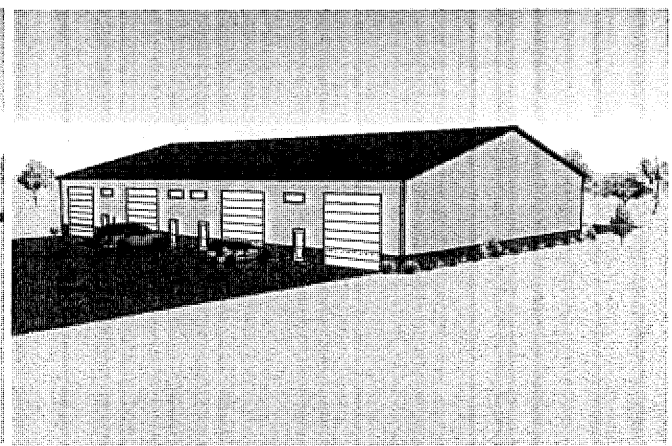
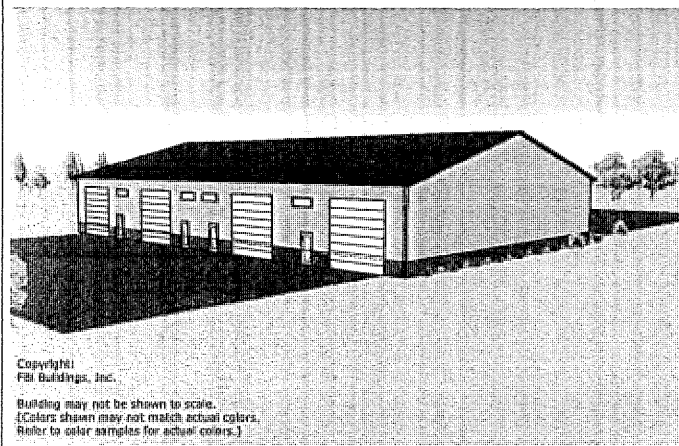
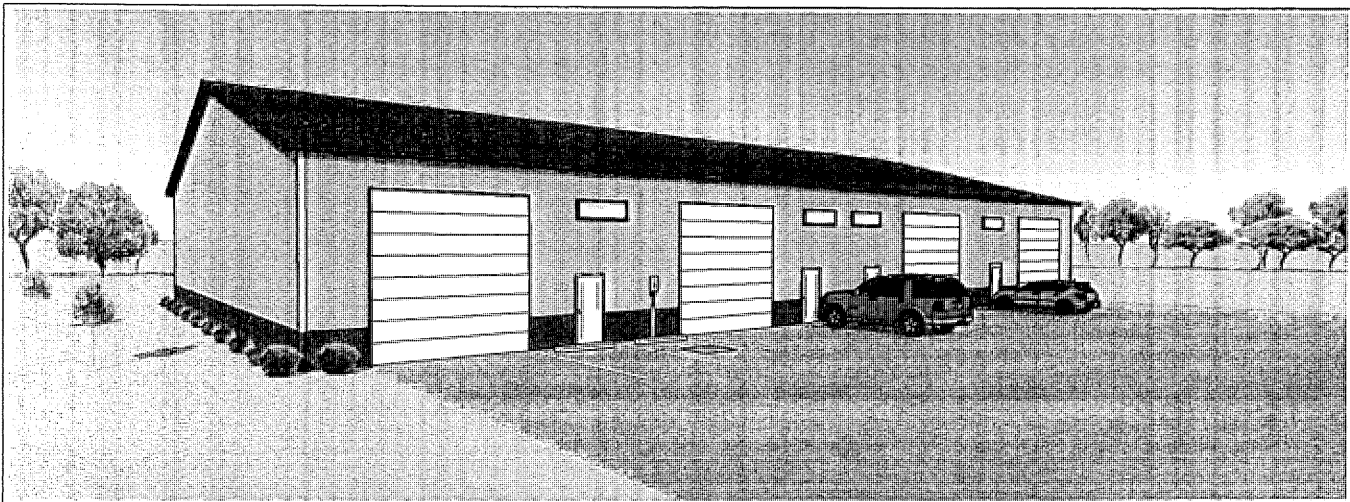
**Highland Body Shop
Highland IN
Elevation Plan**

FB Buildings, Inc.
Remington, IN 47977
219-251-2157
www.fbbuildings.com

Date: 09/13/21
Name: kw
Rev1

PRELIMINARY
THESE DRAWINGS
ARE FOR
REVIEW
ONLY
These drawings are
not intended and
are not to be used
for construction.

A-202



Copyright:
 FBI Buildings, Inc.
 Building may not be shown to scale.
 (Colors shown may not match actual colors.
 Refer to color samples for actual colors.)

<input type="checkbox"/> Purchaser Approval _____ Date: _____	<input type="checkbox"/> Seller Approval _____ Date: _____
Drawing # _____	

Highland Body Shop
 Highland IN
 3D View

FBI Buildings, Inc.
 3823 W. 1800 S
 Ellettsburg, IA 52620
 219-263-2157
 www.fbiBUILDINGS.com

Date: 09/13/21
 Name: kw
 Rev: 1

PRELIMINARY
 THESE DRAWINGS
 ARE FOR
REVIEW
ONLY
 These drawings are
 not complete and
 are not to be used
 for construction.

A-203

**DISCUSSION MATERIALS for
Matters likely to be Agenda
Specifically the proposed
Amendment for the CODE
enabling the MVH Fund to bring it
into compliance with changes in
State law.**

Suggested amendments to the MVH FUND (Shown as either a strike out or in highlight yellow).

3.45.055 Motor vehicle highway fund.

(A) There is established a fund of the municipality to be known as the motor vehicle highway fund, pursuant to IC [8-14-1](#) et seq.

(B) The motor vehicle highway fund shall be further organized by departments, as required by law, which shall consist of the following:

(1) Administration ~~and Maintenance~~ department.

(2) Construction, reconstruction and ~~maintenance~~ ~~preservation~~ department.

(C) The clerk-treasurer in consultation with the town council president shall be authorized to ~~establish such other departments~~ assign and allocate the distributions pursuant to law to align the revenue with the departments' functions, pursuant to the provisions of IC 8-14-1-5(c), as may be deemed necessary or desirable; provided, that ~~any new department~~ assignments and allocations be reported to the town council, and that at least fifty percent (50%) of the motor vehicle highway distribution be allocated or assigned to the functions of the Construction, reconstruction, and preservation department;

(D) Expenditures from this fund may only be for the purposes for which this fund is established, as follows:

- (1) The construction, reconstruction, repair, maintenance, oiling, sprinkling, snow removal, weed and tree cutting and cleaning of municipal highways as herein defined, and including also any curbs;
- (2) To pay the town's share of the cost of the separation of the grades of crossing of public highways and railroads;
- (3) The purchase or lease of highway construction and maintenance equipment;
- (4) The purchase, erection, operation and maintenance of traffic signs and signals, and safety zones and devices; and
- (5) The painting of surfaces in highways for purposes of safety and traffic regulation;
- (6) Pursuant to IC [8-14-1-5\(c\)](#), at least 50 percent of the distributions coming into the fund shall be used for construction, reconstruction, and maintenance of the municipality's highways.

(E) For the purposes of this section, the following terms shall possess the following meanings:

(1) "Highways" includes roadway, rights-of-way, bridges, drainage structures, signs, guard rails, protective structures in connection with highways, drains, culverts, and bridges and the substructure and superstructure of bridges and approaches thereto and streets and alleys of the town;

(2) "Construction" means the planning, supervising, inspecting, actual building, draining, and all expenses incidental to the construction of a highway;

(3) "Reconstruction" means a widening or a rebuilding of the highway or any portion thereof;

(4) "Maintenance," when used in reference to the town as applied to that part of the highway other than bridges, means the constant making of needed repairs, to preserve a smooth surfaced highway, adequately drained, marked and guarded by protective structures for public safety and such term also means and includes the acquisition and use, in any manner, of all needed equipment, fuel, materials, and supplies essential and incident thereto.

(5) "Preservation" means the preventative treatment, nonstructural treatment, rehabilitation, or structural repairs made to transportation infrastructure and related drainage that are included in an asset management plan approved by the Indiana department of transportation in collaboration with the local technical assistance program at Purdue University.

(F) Appropriations. Expenditures from the fund may be made only upon appropriation by the fiscal body for the purpose for which the fund and its departments are specifically established, in the manner provided by statute for making other appropriations, and shall be disbursed only on approved accounts payable vouchers allowed by the board, all pursuant to IC [5-11-10](#) and [36-9-25-32\(b\)](#).

(G) Investments Authorized. Pursuant to IC [5-13-9](#) and Chapter [3.40](#) HMC, money in the fund may be invested; provided, that the yields from the purchase and sale of any such investments be deposited with the fund.

(H) Fund Sources. The motor vehicle highway fund consists of all moneys authorized to be collected and deposited to its credit under IC [8-14-1](#) et seq. Further, funds may include but not be limited to the following:

- (1) Intergovernmental revenues of any kind, taxes and charges as provided by law;
- (2) Grants from federal, state, local governmental sources or from such other entities as may be provided by law;
- (3) Proceeds from the liquidation of assets of the department including personal and real property, not required to be deposited elsewhere, including the sale of abandoned property, in the custody of the department, provided it is not required to be deposited in another fund pursuant to law.

(I) Preservation and Disposition of Fund Assets. All unused and unencumbered cash on deposit to the credit of the fund shall remain with motor vehicle highway fund, subject to transfer to the rainy day fund. [Ord. 1660 § 9, 2017].