AGENDA
HIGHLAND SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS
TUESDAY, APRIL 20, 2020
7:00 p.m.
PUBLIC MEETING

Pledge of Allegiance

Roll Call:

Commissioner Rex Burton Commissioner Greg Cieslak Commissioner Laura Corpus Commissioner Richard Garcia Commissioner David Jones

Minutes of

Previous Session: March 16, 2021 – Public Meeting

Special Orders:

Communications:

General Orders and Unfinished Business:

 Sanitary District of Highland Board of Sanitary Commissioners Resolution No. 2021-06

A JOINT RESOLUTION OF THE BOARD OF WORKS, WATER WORKS BOARD, AND THE SANITARY BOARD ACCEPTING AND APPROVING A PROPOSAL FROM NIES ENGINEERING, INC. FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE 3500 BLOCK OF JEWETT AVENUE WATER MAIN REPLACEMENT AND STREET IMPROVEMENT PROJECT IN THE TOTAL AMOUNT OF \$48,000.00

2. Sanitary District of Highland Board of Sanitary Commissioners Resolution No. 2021 - 07

A RESOLUTION FOR TEXTUAL AMENDMENTS TO HIGHLAND MUNICIPAL CODE SECTION 12.20.340 ASSOCIATED WITH THE SUMMER USAGE PROTOCOL AS WELL AS CHAPTER 12.15 OF THE SOLID WASTE MANAGEMENT PROGRAM IN THE TOWN OF HIGHLAND, ALL PURSUANT TO IC 36-9-25 ET SEQ.

New Business:		
Reports:		

Comments from the Commissioners:

Business from the Floor:

Claims:

\$ Per the docket in the amount of:

040	Sanitary District Operating	\$193,770.10
070	Sewage Operating	\$308,883.49
072	Sewage Improv	\$ 77,764.83
	Total	\$580.418.42

Next Meeting:

The next meeting will be a study session to be held at 6:30 p.m. on Tuesday, May 4, 2021. The next regularly scheduled Public Meeting will be held Tuesday, May 18, 2021 at 7:00 p.m. following a study session at 6:30 p.m.

Adjournment:

TOWN OF HIGHLAND BOARD OF WORKS ORDER OF THE WORKS BOARD NO. 2021-11

WATER WORKS DISTRICT OF HIGHLAND BOARD OF WATER WORKS DIRECTORS RESOLUTION NO. 2021-07

SANITARY DISTRICT OF HIGHLAND BOARD OF SANITARY COMMISSIONERS RESOLUTION NO. 2021-06

A JOINT RESOLUTION OF THE BOARD OF WORKS, WATER WORKS BOARD, AND THE SANITARY BOARD ACCEPTING AND APPROVING A PROPOSAL FROM NIES ENGINEERING, INC. FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE 3500 BLOCK OF JEWETT AVENUE WATER MAIN REPLACEMENT AND STREET IMPROVEMENT PROJECT IN THE TOTAL AMOUNT OF \$48,000.00

Whereas, The Town of Highland, through its Town Council, which is the Works Board of the Municipality pursuant to I.C. 36-1-2-24(3), has determined that a need exists to make certain public improvements and repairs to roadway infrastructure on the 3500 Block of Jewett Avenue, including pavement, curb and gutter, sidewalk, driveway aprons and parkway trees and have hereto approved a project to be described as the 3500 Block of Jewett Avenue Water Main Replacement and Street Improvement Project (Project); and

Whereas, the Water Works District of Highland (WW District) is governed by its Board of Water Works Directors, pursuant to the provisions of IC 8-1.5-4 et seq.; and

Whereas, IC 8-1.5-4-4 specifically provides that the Board of Water Works Directors shall manage and control all works of the water works and may purchase, acquire, construct, reconstruct, operate, repair and maintain all water works; and

Whereas, The WW District, through its Board of Directors, has determined the need to replace and upsize the existing water lines within the Project boundaries, as described herein, in order to improve water flow and water quality; has determined that it would be in the best interest of the utility to coordinate the work with the Project; and have agreed to fund its share of the construction costs and engineering services necessary to complete the work; and

Whereas, The Sanitary District of Highland (SD District) is governed by its Board of Sanitary Commissioners, pursuant to the provisions of IC 36-9-25 et seq.; and

Whereas, IC 36-9-25-9 specifically provides that the Board of Sanitary Commissioners shall manage and control all works of the district and may purchase, acquire, construct, reconstruct, operate, repair and maintain all sewage works; and

Whereas, The Project scope includes the repair and replacement of certain storm water facilities, which are the responsibility of SD District and have agreed to fund its share of the construction costs and engineering services necessary to complete the work; and

Whereas, The Works Board, Water Works Board, and Sanitary Board have heretofore determined a need to engage professional design engineering services in order to implement the Project, and

Whereas, NIES Engineering, Inc., (Consultant) has offered and presented an agreement to provide and furnish Professional Design Engineering Services in consideration for fees to be charged and billed monthly based upon a lump sum of the value of the services completed, in an amount not to exceed Forty-eight Thousand Dollars (\$48,000.00) allocated in proportional shares equivalent to the percentage of construction work being completed for each agency; and

Whereas, The Town of Highland, through its Board of Works, now desires to accept and approve the agreement for services as herein described; and

Whereas, The Water Works District of Highland, through its Board of Directors, now desires to accept and approve the agreement for services as herein described; and

Whereas, The Sanitary District of Highland, through its Board of Commissioners, now desires to accept and approve the agreement for services as herein described; and

Whereas, There are sufficient and available appropriation balances on hand to support the payments under the agreement, pursuant to IC 5-22-17-3(e); and

Now, Therefore Be it Resolved by the Board of Works for the Town of Highland, Board of Directors of the Highland Water Works District, and the Board of Commissioners of the Highland Sanitary District; Lake County, Indiana and, as follows:

- 1. That the Professional Design Engineering Services Proposal (incorporated by reference and made a part of this resolution) from NIES Engineering, Inc. for the 3500 Block of Jewett Avenue Water Main Replacement and Street Improvement Project is hereby approved, adopted and ratified in each and every respect;
- 2. That the terms and charges under the agreement for design engineering services in the not-to-exceed amount of <u>Forty-eight Thousand Dollars (\$48,000.00)</u> allocated in the amount as follows:
 - a. Twenty-eight Thousand Dollars and no Cents (\$28,000.00) to the Town of Highland Board of Works is found to be reasonable and fair;
 - b. Seventeen Thousand Dollars and no Cents (\$17,000.00) to the Water Works District of Highland is found to be reasonable and fair;
 - c. Three Thousand Dollars and no Cents (\$3,000.00) to the Sanitary District of Highland is found to be reasonable and fair
- 3. That the Town Council, which is the Works Board of the municipality; the Water Works District of Highland through its Board of Directors; and the Sanitary District of Highland through its Board of Commissioners believes that NIES Engineering, Inc. has demonstrated professional competence and qualifications to perform the particular professional engineering services called for in the Agreement and associated project, pursuant to I.C. 5-16-11.1-5;

4.	That the Public Works Director, acting also as Water Works District Superintendent and Sanitary District Superintendent, is authorized to execute the agreement and all documents necessary to implement the Project.
-	Adopted, Resolved and Ordered by the Highland Town Council, Lake County, Indiana, this 12 th day il, 2021. Having been passed by a vote of in favor and opposed.
	BOARD OF WORKS OF THE TOWN OF HIGHLAND, INDIANA
	Roger Sheeman (IC 36-5-2-10)
Attest:	
Michael	W. Griffin, Clerk-Treasurer (IC 33-16-4-1;IC 36-5-6-5)
-	Adopted, Resolved and Ordered by the Highland Water Works District, Board of Directors, Lake y, Indiana, this 25 th day of March, 2021. Having been passed by a vote of in favor and ed.
	HIGHLAND WATER WORKS BY ITS BOARD OF DIRECTORS:
Attest:	George A. Smith, President
Richard	E. Volbrecht, Jr., Secretary
	Duly Adopted, Resolved and Ordered by the Highland Sanitary District, Board of Commissioners, County, Indiana, this 20 th day of April, 2021. Having been passed by a vote of in favor and opposed.
	HIGHLAND SANITARY DISTRICT BY ITS BOARD OF COMMISSIONERS:
Attest:	Richard Garcia, President
David Jo	ones, Secretary

Ε



March 25, 2021

Mr. George A. Smith, President
Highland Water Works Board of Directors
Mr. Roger Sheeman, President
Highland Board of Works
Mr. Rich Garcia, President
Highland Board of Sanitary Commissioners
3333 Ridge Road
Highland, IN 46322

RE: Proposal for Professional Design Engineering Services
3500 Block of Jewett Avenue Water Main Replacement and Street Improvement Project

Dear Presidents Smith, Sheeman and Garcia:

Thank you for the opportunity to present this proposal for professional design engineering services for the "3500 Block of Jewett Avenue Water Main Replacement and Street Improvement Project". This project would provide water main replacement and street improvements along the 3500 Block of Jewett Avenue. As part of the project, the existing deteriorated, dead end 3-inch diameter water main would be replaced with a new, looped 8-inch diameter water main to provide increased flow and fire protection. In addition, the project would provide a complete street reconstruction, including new full depth asphalt pavement, new curb and gutter, new catch basins connected to the existing storm sewer, new driveway aprons, new/replacement sidewalk, and parkway trees. As a joint project between the Highland Water Works Board, the Highland Board of Works and the Highland Sanitary Board, it is our understanding that all water main replacement work would be funded by the Water Works Board, all storm sewer improvements would be funded by the Sanitary Board and all remaining street improvements would be funded by Town funds, augmented by homeowner contributions as part of a proposed assessment district. The preliminary opinion of probable construction cost for this joint project is \$512,925.00, of which \$163,955.00 is estimated for water main replacement, \$35,590.00 is estimated for storm sewer improvements and \$313,380.00 is estimated for the remaining improvements, as detailed in Table 1.

Our proposal is based on providing design engineering services including field survey work, preparation of plans and specifications suitable for competitive bidding, IDEM permitting and assistance during the bid process. We propose to provide design engineering services for a not-to-exceed fee of \$48,000.00, divided as follows: \$17,000.00 to the Water Works Board for design of water main replacement, \$28,000.00 to the Board of Works for design of street improvements and \$3,000.00 to the Sanitary Board for design of storm sewer improvements.

We propose to provide engineering services based on the hourly billing rates presented in Table 2. Direct expenses such as reproduction and similar items will be billed at actual cost. Mileage will be billed at the current IRS approved rate. Billings will not exceed the budget without your prior authorization. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

Again, thank you for the opportunity to present this proposal. Your signatures below and return of one copy of this proposal to our office will constitute your acceptance and our notice to proceed.

Yours very truly,	
NIES Engineering, Inc.	HIGHLAND WATER WORKS BOARD OF DIRECTORS
A 1 1 1	(Engineering Fee Authorized: \$17,000.00)
Derch Anyden	Accepted By:
Derek R. Snyder, P.E.	Date:
Principal	
	HIGHLAND BOARD OF WORKS
	(Engineering Fee Authorized: \$28,000.00)
	Accepted By:
	Date:
	HIGHLAND BOARD OF SANITARY COMMISSIONERS
	(Engineering Fee Authorized: \$3,000.00)
	Accepted By:
	Date
	Date:

cc: Highland Water Works Board of Directors Highland Board of Works

Highland Board of Sanitary Commissioners

Mr. Mark Knesek Mr. Michael Griffin

Table 1
3500 Block of Jewett Avenue Water Main Replacement and Street Improvement Project
Joint Project of Water Works Board, Board of Works and Sanitary Board
Preliminary Opinion of Probable Construction Cost Breakdown

		1				Estimat	ed Quantities (By	/ Board)	Engir	neer's Opin	ion of Probab	le Co	est (By Board)
Item	Description	Quantity	Units	Unit Price	Amount	Water Works Bd.		Sanitary Board			Board of Wor		Sanitary Board
1	Mobilization and Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00	0.35	0.60	0.05			\$ 15,000.0		-
2	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00	0.35	0.60	0.05	\$	2,800.00	\$ 4,800.0	00 \$	400.00
3	Produce Pre-Construction Video	1	LS	\$ 800.00	\$ 800.00	0.35	0.60	0.05	\$	280.00	\$ 480.0	00 \$	40.00
4	Remove and Dispose Existing Tree, 18" Pay Dia., Including Stump Grinding	2	EA	\$ 450.00	\$ 900.00		2		\$	-	\$ 900.0	00 \$	-
5	Remove and Dispose Existing Tree, 30" Pay Dia., Including Stump Grinding	4	EA	\$ 750.00	\$ 3,000.00		4		\$	-	\$ 3,000.0	00 \$	-
6	Remove and Dispose Existing Asphalt Pavement	1,800	SY	\$ 10.00	\$ 18,000.00	720	1,080		\$	7,200.00	\$ 10,800.0	00 \$	-
7	Remove and Dispose Existing Concrete Sidewalk	510	SY	\$ 12.00	\$ 6,120.00		510		\$	-	\$ 6,120.0	00 \$	-
8	Remove and Dispose Existing Storm Sewer Structure	5	EA	\$ 400.00	\$ 2,000.00			5	\$	-	\$ -	\$	2,000.00
9	Remove and Dispose Existing Storm Sewer Pipe	460	LF	\$ 10.00	\$ 4,600.00			460	\$	-	\$ -	\$	4,600.00
10	Roadway Excavation, Unclassified	1,500	CY	\$ 40.00	\$ 60,000.00		1,500		\$	-	\$ 60,000.0	00 \$	-
11	8-inch Dia. PC 350 Ductile Iron Pipe with V-Bio Polyethylene Encasement	645	LF	\$ 75.00	\$ 48,375.00	645			\$ 4	48,375.00	\$ -	\$	-
12	8-inch Dia. AWWA C515 Gate Valve with Valve Box	2	EA	\$ 2,000.00	\$ 4,000.00	2			\$	4,000.00	\$ -	\$	-
13	10-inch by 8-inch Stainless Steel Tapping Sleeve and 8-inch Tapping Valve with Valve Box	1	EA	\$ 7,000.00	\$ 7,000.00	1			\$	7,000.00	\$ -	\$	-
14	Ductile Iron Mechanical Joint Compact Fittings	400	LB	\$ 15.00	\$ 6,000.00	400			\$	6,000.00	\$ -	\$	-
15	Fire Hydrant Assembly and Auxiliary Valve with Valve Box	1	EA	\$ 5,200.00	\$ 5,200.00	1			\$	5,200.00	\$ -	\$	-
16	1-inch Dia. Water Service Sets	17	EA	\$ 1,350.00	\$ 22,950.00	17			\$ 2	22,950.00	\$ -	\$	-
17	1-inch Dia. Type K Copper Water Service Line	605	LF	\$ 30.00	\$ 18,150.00	605			\$ 1	18,150.00	\$ -	\$	-
18	6-inch Dia. Storm Sewer Lateral Tap to Existing Storm Sewer	4	EA	\$ 900.00	\$ 3,600.00			4	\$	-	\$ -	\$	3,600.00
19	6-inch Dia. Storm Sewer Lateral, SDR 35 PVC	140	LF	\$ 45.00	\$ 6,300.00			140	\$	-	\$ -	\$	6,300.00
20	12-inch Dia. Storm Sewer, SDR 35 PVC	80	LF	\$ 75.00	\$ 6,000.00			80	\$	-	\$ -	\$	6,000.00
21	Storm Catch Basin, Including Casting	4	EA	\$ 2,400.00	\$ 9,600.00			4	\$	-	\$ -	\$	9,600.00
22	Concrete Curb and Gutter	1,280	LF	\$ 40.00	\$ 51,200.00		1,280		\$	-	\$ 51,200.0	00 \$	-
23	4-inch Thick Concrete Sidewalk	640	SY	\$ 55.00	\$ 35,200.00	70	570		\$	3,850.00	\$ 31,350.0	00 \$	-
24	5-inch Thick Concrete Sidewalk/Driveway Apron	320	SY	\$ 65.00	\$ 20,800.00		320		\$	-	\$ 20,800.0	00 \$	-
25	Concrete Curb Ramps to ADA Standards	12	SY	\$ 150.00	\$ 1,800.00		12		\$	-	\$ 1,800.0	00 \$	-
26	Tri-Axial Geogrid	2,530	SY	\$ 6.50	\$ 16,445.00		2,530		\$	-	\$ 16,445.0	00 \$	-
27	INDOT #53 Compacted Limestone Aggregate Base Course	1,120	TON	\$ 35.00	\$ 39,200.00	320	800		\$ 1	11,200.00	\$ 28,000.0	00 \$	-
28	Furnish and Adjust New Storm Manhole Casting to Grade	2	EA	\$ 800.00	\$ 1,600.00			2	\$	-	\$ -	\$	1,600.00
29	HMA Intermediate Course, 19.0mm, 2.5-inch Minimum Thickness	300	TON	\$ 65.00	\$ 19,500.00	100	200		\$	6,500.00	\$ 13,000.0	00 \$	-
30	Tack Coat Between HMA Courses, 0.10 Gal/SY	2,170	SY	\$ 0.50	\$ 1,085.00		2,170		\$	-	\$ 1,085.0	00 \$	-
31	HMA Surface Course, 9.5mm, 1.5-inch Minimum Thickness	180	TON	\$ 75.00	\$ 13,500.00	60	120		\$	4,500.00	\$ 9,000.0	00 \$	-
32	Replacement Tree, 1.25" Min. Caliper	10	EA	\$ 500.00	\$ 5,000.00		10		\$	-	\$ 5,000.0	00 \$	-
33	4" Topsoil and Sod for Grass Restoration, Including Maintenance Watering	1,900	SY		\$ 38,000.00	290	1,610			· ·	\$ 32,200.0		
34	Erosion and Sedimentation Control	1	LS	\$ 4,000.00	\$ 4,000.00	0.35	0.60	0.05	\$	1,400.00	\$ 2,400.0	00 \$	200.00
				Total	\$512,925.00				\$ 16	63,955.00	\$ 313,380.0	0 \$	35,590.00

Table 2
2021 NIES Engineering Personnel Hourly Rates

Classification	Hour	ly Rate
	From	То
Intern	\$39.00	\$46.00
Clerical	\$49.00	\$57.00
Senior Clerical	\$58.00	\$67.00
Administrative Assistant	\$67.00	\$78.00
Senior Administrative Assistant	\$77.00	\$90.00
Technician Level 1	\$65.00	\$76.00
Technician Level 2	\$77.00	\$90.00
Technician Level 3	\$89.00	\$105.00
Technician Level 4	\$100.00	\$118.00
Technician Level 5	\$108.00	\$126.00
Technician Level 6	\$118.00	\$138.00
Engineer Level 1	\$87.00	\$102.00
Engineer Level 2	\$102.00	\$120.00
Engineer Level 3	\$121.00	\$121.00
Engineer Level 4	\$133.00	\$133.00
Engineer Level 5	\$148.00	\$148.00
Project Manager	\$128.00	\$128.00
Senior Project Manager	\$200.00	\$200.00
Principal Level 1	\$145.00	\$145.00
Principal Level 2	\$149.00	\$149.00
Senior Principal	\$202.00	\$202.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

The term "NIES Engineering" used in these terms and conditions is defined as: NIES Engineering, Incorporated of 2421 173rd Street, Hammond, Indiana 46323; its officers, partners, employees, sub-consultants and sub-contractors.

1. REIMBURSABLE EXPENSES:

- 1.1 Reimbursable expenses are defined as follows and shall be invoiced at direct cost:
 - Reproduction of documents.
 - Shipping and mailing expenses.
 - Any other disbursements, application fees, etc., made on behalf of the Owner.

2. INDEMNIFICATION:

- 2.1 The OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of delays in NIES Engineering's performance resulting from events beyond the NIES Engineering's control
- 2.2 Whereas construction job-site safety conditions are the sole responsibility of the Construction Contractor, the OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of claims related to Construction job-site safety.
- 2.3 The OWNER agrees to stipulate within the Contract Documents that the Contractor shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Owner's agents, and NIES Engineering as additional insureds.
- 2.4 It is understood and agreed that if NIES Engineering's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, that such services will be provided for by the Client. If said services are provided for by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against NIES Engineering that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold NIES Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of NIES Engineering.

3. TERMINATION:

- 3.1 This agreement between OWNER and NIES Engineering may be terminated by either party upon seven days, written notice in the event of substantial failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
- 3.2 If this agreement is terminated during the course of performance of the services, NIES Engineering shall be paid for the services performed during the period prior to the effective date of termination of the agreement.
- 3.3 If, prior to termination of this agreement, any services designed or specified by NIES Engineering during any phase of the service is suspended in whole or in part for more than three months or abandoned after written notice from the OWNER, NIES Engineering shall be paid for such services performed prior to receipt of such notice.

4. BILLING/PAYMENTS:

4.1 NIES Engineering reserves the right to adjust billing rates periodically as salary rates are adjusted and to use the most up-to-date billing rates in preparing project invoicing.

5. REUSE OF DOCUMENTS:

- 5.1 All reports, schedules, drawings, specifications of services of NIES Engineering for this project are instruments of services for this project only and shall remain the property of NIES Engineering until the OWNER has compensated NIES Engineering in full for services rendered pursuant to the AGREEMENT. Upon final payment for services and for each separately accepted and authorized proposal for additional services, ownership of instruments of service shall be vested in the OWNER. NIES Engineering, however, may retain record copies of all such instruments of service and may use such for NIES Engineering's exclusive purposes.
- 5.2 Any reuse of reports, schedules, drawings, specifications of services of NIES Engineering for this project without written verification or adaptation by NIES Engineering for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to NIES Engineering, or to NIES Engineering 's independent professional associates or consultants, and OWNER shall indemnify and hold harmless NIES Engineering and NIES Engineering 's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle NIES Engineering to further compensation at rates to be agreed upon by OWNER and NIES Engineering.

6. OPINIONS OF PROJECT COST, CONSTRUCTION AND OPERATION AND MAINTENANCE:

6.1 Since NIES Engineering has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, NIES Engineering's opinions of probable Construction Cost are to be made on the basis of NIES Engineering's experience and qualifications and represent NIES Engineering's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but NIES Engineering cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by NIES Engineering. Similarly, opinions of Project Cost and Annual Operation and Maintenance Cost cannot be guaranteed because they depend upon numerous factors beyond NIES Engineering's control.

7. MEDIATION:

7.1 In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8. FIDUCIARY RESPONSIBILITY:

8.1 CLIENT confirms that NIES Engineering has not offered any fiduciary service to client and no fiduciary responsibility shall be owed to client by NIES Engineering as a consequence of NIES Engineering's entering into this agreement with client.

9. HAZARDOUS MATERIALS:

- 9.1 As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as such of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 9.2 Both parties acknowledge that the NIES Engineering's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event NIES Engineering or any other party encounters any hazardous or toxic materials, or should it become known to NIES Engineering that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of NIES Engineering's services, NIES Engineering may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate engineers or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- 9.3 The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent by law, to indemnify and hold harmless NIES Engineering from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of NIES Engineering.

10. CONSEQUENTIAL DAMAGES

10.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner or NIES Engineering, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred form any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and NIES Engineering shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11. SEVERABILITY:

11.1 If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions or portions thereof shall nevertheless be and remain in full force and effect.

END OF TERMS AND CONDITIONS

SANITARY DISTRICT OF HIGHLAND BOARD OF SANITARY COMMISSIONERS RESOLUTION NO. 2021 - 07

A RESOLUTION FOR TEXTUAL AMENDMENTS TO HIGHLAND MUNICIPAL CODE SECTION 12.20.340 ASSOCIATED WITH THE SUMMER USAGE PROTOCOL AS WELL AS CHAPTER 12.15 OF THE SOLID WASTE MANAGEMENT PROGRAM IN THE TOWN OF HIGHLAND, ALL PURSUANT TO IC 36-9-25 ET SEQ.

- **Whereas,** The Sanitary District of Highland is governed by its Board of Sanitary Commissioners (Board), pursuant to the provisions of IC 36-9-25 et seq.;
- Whereas, IC 36-9-25-9 specifically provides that the Board shall manage and control all sewage works of the district and it shall collect and remove garbage, ashes, and other waste materials to prevent the pollution of watercourses within the district and to protect the public health;
- Whereas, IC 36-9-25-11 provides that the Board may fix fees for the for the treatment and disposal of sewage and other waste discharged into the sewerage system, collect the fees, and establish and enforce rules governing the furnishing of and payment for sewage treatment and disposal service;
- Whereas, The Board, did recently approve and recommend to the Town Council modifications to rates and charges for wastewater and storm water management services, that included a change that made the due date and delinquency date aligned with that imposed by the water department; and,
- Whereas, It has been determined that there needs to be a clarifying amendment to the provisions regarding the summer consumption adjusting protocol and the alignment of the due date and delinquency date for the fees associated with the solid waste management services,
- **Now, Therefore Be it Resolved** by the Board of Sanitary Commissioners of the Sanitary District of Highland, Lake County, Indiana, as follows:
- **Section 1.** That subdivision (B)(1) of Section 12.20.340 of the Highland Municipal Cope be hereby deleted and repealed and be hereby amended by inserting the following replacement subdivision, to be renamed subdivision (B)(1) of Section 12.20.340, which shall read as follows:

Section 12.20.340 Special Adjustments

- (B) Summer Consumption Protocol. There shall be a summer usage consumption protocol in order that single and two-family residential users of wastewater service shall not be unduly charged for sprinkling their lawns and other summer activities where higher consumption does not have a nexus to cost recovery and wastewater treatment.
- (1) There is established a summer usage period in which shall apply to single-family and two-family residential users. The summer usage period applies to metered usage for beginning on the date the meter is read in May, June, July, August, and September and ending on the date the meter is read in October;
- **Section 2.** That Section 12.15.090 subdivisions (B) and (C) of the Highland Municipal Code be hereby deleted and repealed, then be hereby amended by inserting the following replacement language, to be renamed Section 12.15.090 subdivision (B), which shall read as follows:
- 12.15.090 Solid waste management fees and services.
- (B) The solid waste management fees, which shall be payable monthly and charged to qualified residential dwelling units shall be based upon the presumptive service volume according to the following:
 - (1) Standard service volume will be provided to qualified residential dwelling units that are principally occupied by a person or persons who are not described in subsection (B)(2) of this section.
 - (2) Reduced service volume will be provided to qualified residential dwelling units that are principally occupied by persons who are 65 years of age or older, and upon approved applications to the public works director. "Principally occupied by persons who are 65 years of age or older" shall mean that at least 50 percent of the regular occupants in the dwelling are persons 65 years of age or older, or at least one occupant owner of a jointly owned dwelling is 65 years of age or older.
 - (3) Reduced service volume may be provided to other users upon special application to the public works director or his designee, expressing the reasons for such service and establishing to the satisfaction of the public works director or his designee that reduced service volume is warranted.
 - (C) (B) The solid waste management fees shall be payable monthly and shall be billed, whenever practicable to do so, with the utility bill associated with charges for water, wastewater, stormwater and other

services. invoices shall be issued pursuant to the billing and reading frequencies and practices of the municipal water utility, all pursuant to Chapter 12.05 HMC. Service bills (invoices) shall be payable at the same time as water service bills of said utility are payable. Solid waste management fees shall be deposited into the sanitary district special operating fund.

Section 3. That Section 12.15.090 of the Highland Municipal Code be hereby amended by renaming the subdivisions therein, which shall read as follows:

Subdivision (D) shall be renamed (C)

Subdivision (E) shall be renamed (D)

Subdivision (F) shall be renamed (E)

Subdivision (G) shall be renamed (F)

Section 4. That Section 12.15.120 of the Highland Municipal Code be hereby repealed and be hereby amended by inserting the following replacement section to be renamed Section 12.15.120, which shall read as follows:

12.15.120 Delinquent accounts.

(A) *How Delinquencies Arise*. Fees levied charged pursuant to this chapter shall be due and payable on or before the due dates shown on the bills. Any fee not paid by the due date shall be considered delinquent. Such delinquent fee together with any applicable interest shall be collectible as hereinafter set forth.

(B) As is provided by statute, all rates and charges that are not paid when due are hereby declared to be delinquent, and a penalty of 10 percent of such rates or charges shall thereupon attach thereto. The time at which such rates or charges shall be paid is now fixed as the due date fixed for potable water. The penalty shall attach at 30 days after the date of mailing of the bill, pursuant to HMC 12.20.350. [Ord. 1637 § 1, 2016].

(NEW) (B) Delinquent Bills and Fees. Rates or charges so established shall be paid on the due date as stated in such bills. If such rates or charges are not paid on the due date thereof, as stated in such bills, after written notice to the owner of any such lot, parcel of real estate or building, the same shall thereupon become and hereby are declared to be delinquent and a penalty of ten percent (10%) of the

amount of such charges shall attach, which charges, together with the penalty, shall be collectible in the manner hereinafter provided.

(NEW) (C) It shall be the duty of the clerk-treasurer of the town to enforce payment thereof, together with the penalty hereinabove provided.

- (1) The clerk-treasurer shall certify to the county auditor a list of such rates or charges, including the amount of the penalty, which have become delinquent according to law.
- (2) Such list shall include the name or names of the owner or owners of each and every lot, parcel of real estate or building on which such rates or charges have become delinquent, the description of such premises as shown by the records of the office of the county auditor, and the amount of such rates or charges, together with the amount of the penalty.
- (3) It shall be the duty of the county auditor to place and include any such rates or charges, including the amount of the penalty, on the tax list, roll of taxes or tax duplicate, in the appropriate place thereon in respect to the premises on which any such rates or charges and penalty are due and payable, in such manner and pursuant to the terms of IC 36-9-25-11(g), 36-9-23-33 and 36-9-23-34.
- (4) A fee is not enforceable as a lien against a subsequent owner of property unless the lien for the fee was recorded with the county recorder before the conveyance to the subsequent owner. If the property is conveyed before the lien can be filed, the municipality shall notify the person who owned the property at the time the fee became payable. The notice must inform the person that payment, including penalty fees for delinquencies, is due not more than fifteen (15) days after the date of the notice. If payment is not received within one hundred eighty (180) days after the date of the notice, the amount due may be expensed as a bad debt loss.
- (5) A lien attaches against real property occupied by someone other than the owner only if the utility notifies the owner not later than twenty (20) days after the time the utility fees become sixty (60) days delinquent. A notice sent to the owner under this subsection must be sent by first class mail or by certified mail, return receipt requested (or an equivalent service permitted under IC 1-1-7-1) to:
 - (a) the owner of record of real property with a single owner;

(b) at least one (1) of the owners of real property with multiple owners;

at the last address of the owner for the property as indicated in the records of the county auditor on the date of the notice of the delinquency, or to another address specified by the owner, in a written notice to the utility, at which the owner requests to receive a notice of delinquency under this subsection.

The cost of sending notice under this subsection is an administrative cost that may be billed to the owner.

NEW (D) In addition to the methods of collection of such charges, including the penalty thereon, when the same become delinquent as hereinabove provided, the board of sanitary commissioners shall have the right to foreclose the lien hereinbefore established. In all suits brought to foreclose such lien, the board of sanitary commissioners shall recover the amount of such charges and the penalty thereon, together with a reasonable attorney's fee, pursuant to the terms of IC 36-9-25-11(g), 36-9-23-33 and 36-9-23-34.

Section 5. That the Sanitary Board of Commissioners requests that this resolution be forwarded to the Town Council for its consideration and favor, amending the municipal code by ordinance with the provisions approved in this resolution.

, i	red by the Board of Sanitary Commissioners adiana, this 20th day of April 2021. Havingfor and opposed.
	THE SANITARY DISTRICT OF HIGHLAND BY ITS BOARD OF COMMISSIONERS:
_	Richard Garcia, President
Attest:	
David Jones, Secretary	

04/09/2021 12:32 PM User: DMJ DB: Highland	INVOICE GL DISTRIB EXP CHECK RUN BOTH JOURNALIZED	INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND EXP CHECK RUN DATES 02/18/2021 - 03/17/2021 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: 11	N OF HIGHLAND 3/17/2021 PEN AND PAID	Page: 1/2	
GL Number Invoice Line Desc	Ref # Vendor		Invoice Description	Amount	Check #
Fund 070 SEWAGE OPERATING					
Dept 0000 070-0000-16000 STORM	91255 HERON	HERONK LLC	CONSUMER REFUND: 090-11007-32	205.49	17484
	Total	Total For Dept 0000		205.49	
	Total	Total For Fund 070 SEWAGE OPERATING	PERATING	205.49	

Invoice Description INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND EXP CHECK RUN DATES 02/18/2021 - 03/17/2021 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: 11 Vendor Ref # Invoice Line Desc 04/09/2021 12:32 PM User: DMJ DB: Highland GL Number

205.49

Check #

Amount

205.49

Fund 070 SEWAGE OPERATING Fund Totals:

2/2 Page:

04/14/2021 01:15 PM User: DMJ DB: Highland

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND EXP CHECK RUN DATES 03/18/2021 - 04/21/2021 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: 11

Vendor Ref #

Invoice Line Desc

GL Number

Invoice Description

Check #

Amount

1/3

Page:

Fund 040 SANITARY OPERATING Dept 0000 040-0000-45200 SAN 040-0000-45200 SAN	SAN DIST TRANSFERS GROSS 91390 SAN DIST TRANSFERS GROSS 91538	PAYROLL ACCOUNT PAYROLL ACCOUNT Total For Dept 0000	3/26 PRL D/S TRANSFER SANITARY DI 4-9PRL D/S TRANSFER SANITARY DIST	8,945.45 8,255.40 17,200.85	17507
0015 015- 015- 015-	HEALTH INS 91457 LIFE INS 91457 MARCH TRASH FEES 91658	TOWN OF HIGHLAND INS FUND (APRIL 202 TOWN OF HIGHLAND INS FUND (APRIL 202 REPUBLIC SERVS OF IN, LP/DBA TRASH FEE Total For Dept 0015 SOLID WASTE TOTAL FOR FUND 040 SANITARY OPERATING	APRIL 2021 HEALTH/LIFE INS PREM S APRIL 2021 HEALTH/LIFE INS PREM S TRASH FEES FOR MARCH 2021 .STE OPERATING	23,140.69 125.19 153,303.37 — 176,569.25	17511 v
Fund 0/0 SEMAGE OFFICIAL Dept 0000 070-0000-00100	APRIL2021POSTAGE FOR 8656 BIL 91465 BECORDING OF 15 SEWER LIENS 1 91497 35200 ASTORIA SELECT TAD ROLL 91620 J/S SEWER FOR BANK RECS 91625 12/0021 INVOICE # 337-368645 91625 12/00 #10 SELE SEALING ENVELO 91623 1/000 #10 SELE SEALING ENVELO 91625 WHEEL, STL, 8" PIPE SINGLE PT 91625 CUE-WSO62 CABLE TOW 91623 WHEEL, STL, 8" PIPE SINGLE PT 91625 CUE-WSO62 CABLE TOW 91623 MC-02 -0808 02-88 RIN CLAY TO 91625 CUE-WSO62 CABLE TOW 91639 AC-02 -0808 02-88 RIN CLAY TO 91635 ALS HOLD FORDER TOW 91639 AC-01 FEB BASIC ENGINEERING SERVICE 91633 322-0168 LIGHT-INDICATING 91639 6 PK OF BEAKERS 91635 AIR FILTERS AND GREASE GUN 91636 425/65R225 DC RLB900 TIRES 91635 AIR FILTERS AND GREASE GUN 91636 A25/65R225 DC RLB900 TIRES 91643 INSTALL U-JOINT 91644 CDL PHYSICAL REIMB COLD PHYSICAL REIMB COLD PHYSICAL REIMB CARBONACEOUS/HALOACETIC SAMPL 91644 3702342 7' 16/ BRAID CORD BLK 91645 CARBONACEOUS/HALOACETIC SAMPL 91644 INTERIOR DOOR HANDLE 91652 DEREK SNYDER 91652	NORTHERN IN PUBLIC SERVICE NISOURCE INC. LITHOGRAPHIC COMMUNICATIONS LAKE COUNTY RECORDER AJAX SANITARY SUPPLY CO, IN AUTO-WARES BAKER TILLY MUNICIPAL ADVIS BAKER TILLY MUNICIPAL ADVIS BARTERIES PLUS BATTERIES, LLC BEC ENTERPRISES, LLC BEC ENTERPRISES, LLC BEC ENTERPRISES, LLC BEC ENTERPRISES, LLC C & M PIPE & SUPPLY CO INC CO-ALLIANCE LLP COMMONWEALTH ENGINEERS, INC CUMMINS INC CUMMINS INC CUMMINS INC CUMMINS INC CUMMINS INC CUMMINS INC INDIANA DRIVELINE, LLC JAMES HAMILTON (R) LAWSON-FISHER ASSOCIATES PC LEEP'S SUPPLY COMPANY INC LOU WILLIAMS MECHANICAL CONCEPTS, INC MENARDS CORP - SCHERERVILLE MET ONE INSTRUMENTS INC MICROBAC LABORATORIES, INC NAPA AUTO PARTS NAPA AUTO PARTS NAPA AUTO PARTS NAPA AUTO PARTS NEWGEN STRATEGIES AND SOLUT NIES ENGINEERING, INC.	SEW MULTI D/S MISC TH GARAGE 750-201-002-4 APRIL 2021 UTILITY BILL MAILINGS RECORDING OF 10 SEWER LIENS 1 REL TOILET PAPER FOR SEWER DEPT. MARCH 2021 INVOICES FOR SEWER DEP D/S SEWER BANK RECONCILIATION D/S SEWER BANK RECONCILIATION 12V BATTERIE FOR SEWER DEPT ENVELOPES AND DAILY TIME SHEETS F WHEEL FOR SEWER TV TRUCK MOUNTING PARTS FOR SEWER TRUCK CA CABLE TOW FOR CAMERA TRUCK SEWER RELAY AND SHOES FOR SEWER #22 PVC PIPE FOR SEWERDEPT. 66 HYD AW 32 PAIL FOR SIFET SWE RELAY AND SHOES FOR SEWER #22 PVC PIPE FOR SEWERDEPT. 66 HYD AW 32 PAIL FOR 81ST STREET S18140/CMOM PROJECT LESS PREVIOUS BASIC ENGINEERING SERVICE RENDERE SERVICE CALL FOR 37TH PLACE PUMP REPAIR LIGHTS SOUTH GRACE ST GENE BEAKERS FOR SEWER DEPT. AIR FILTERS AND GREASE GUN FOR SE TIRES FOR SEWER DEPT. REIMBURSE CDL PHYSICAL HVAC QUARTERLY PREVENTIVE MAINT. POWER CORDS FOR SEWER DEPT. FREIGHT FOR INVOICE 184636 SEWER CARBONACEOUS HALOACETIC SAMPLING HELMETS FOR SEWER UDFT. PREIGHT FOR INVOICE 184636 SEWER CARBONACEOUS FARLOACETIC SAMPLING HELMETS FOR SEWER UDFT. PREIGHT FOR SEWER UDFT. PREIGHT FOR SEWER DEPT. PREIGHT FOR SEWER DEPT.	13,167.29 3,498.09 275.00 196.29 367.29 367.20 1,460.27 1,282.16 1,003.19 1,282.16 1,003.19 1,282.16 1,003.19 1,282.16 1,003.19 1,282.16 1,003.19 1,283.29 1,299.20 1,583.25 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98 1,59.98	999391 / 17509 / 17512 / 17513

PM		
01:15		nd
04/14/2021	User: DMJ	B: Highland
ò	Ö	DB

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND EXP CHECK RUN DATES 03/18/2021 - 04/21/2021 BOTH JOURNALIZED OPEN AND PAID BANK CODE: 11

Vendor Ref #

Invoice Line Desc

GL Number

Invoice Description

Check # Amount

2/3

Page:

Fund 070 SEWAGE OPERATING	NG			•
Dept 0000		NIES ENGINEERING, INC.	GENERAL CONSULTING THRU 3/26 SANI	904.54
070-0000-00100	<i>y</i> 0	ENGINEERING	SANITARY SEWER REHAB THRU 3/26	4,969.44
070-0000-00100	16		1ST OTB 2021 SANITARY BOARD RETAI	1,050.00
070-0000-00100	Y BOARD RETAIN 91	-	SERVICES RENDERED THROUGH 2/28/21	2,700.00
070-0000-00100	91	NIUMAN FRANCEIII LLE	CAPTON OF MORTIGREASE XHP 222 FOR	55.06
070-0000-00100	P 222 91	PETROCHOLCE HOLDINGS, INC	BETTIEN MAIL 3/25/2021	18.27
070-0000-00100	91	PETTY CASH - GENERAL FOND	NEIOMN MAIN S/23/23/2	20.62
070-0000-00100		PITNEY BOWES INC.	D/S INE SINTES FOR FILLS TONE CALC TAP	26.68
070-0000-00100	LPS, TONR, CALC	Š	15 DANDAS, DADA CHIS, ICAN, CHISC III.	1,359.00
070-0000-00100	91	ROBERT F TWEEDLE	SERVICES RENDERED THRU 4/12 & 4/7	1,276.80
070-0000-00100	RAL	COBERT F INTENDED	TIRE REPAIR MATERIAL FOR STOCK	93.23
070-0000-00100	IR MATERIAL 91	SAM'S TECH SUFFLI INC	FERRITARY SANTTARY FLOWS	94,412.89
070-0000-00100	SANITARY FLOWS	SANITAKI DISIKICI OF MANITON	n/s scan Tool, for SEWER DEPT.	1,130.55 /
070-0000-00100	RTER KIT, SH 91	SNAF ON INDUSTRIAL CONF	HYDRAILLT FILTERS FOR SEWER DEPT.	415.76
070-0000-00100	91	STANDARD EQUIPMENT COMPANI	D/S ACTIVATION VALIDATION SERVICES	1,675.00
070-0000-00100	ION SERVI 91	?	50% FIECTRIC CHARGES HARTSDALE PU	217.74
070-0000-00100	9.	TOWN OF SCHERENTIFIED	DOING FOR STREET #22	1,385.33
070-0000-00100	91	UNITED ROTAKY BRUSH CORF	BROSH FOR SEMER DEPT.	665.89
070-0000-00100	2	USA BLUE BOOK	ANGE TO THE TANK THE TANK THE TANK TO THE TANK T	322.26
070-0000-00100	E A 91		FILET. CAD FOR SEWER DEPT.	162.31
070-0000-00100	91	VERMEER-ILLINGIS, INC	AXIE HEXLOCK, BOLTS FOR SEWER U	2,390.01
070-0000-00100	EL 91	WHOLESALE DIRECT, INC	CEMED D/S 2021 PROPERTY/CASUALTY	44,099.73
070-0000-34005	RTY INS D/S SEWER 9.	ONI CINCENTION OF MONTH OF THE COMMON.	ADDIT. 2021 HEALTH/LIFE INS PREM S	28,020.26
070-0000-34023	NS SN	TOWN OF DIGHTSING INS FIND (ADRIL 2021 HEALTH/LIFE INS PREM S	158.06
070-0000-34043	on ∙	CNI		37,009.51
070-0000-45200	GROSS 9	PAYROLL ACCOUNT	J/ZOFKL D/S TRANSFER SEWAGE	33,124.75
070-0000-45200	SEWAGE TRANSFERS GROSS 91539	PAIROLL ACCOUNT		
		Total For Dept 0000		308,678.00
		Total For Fund 070 SEWAGE OPERATING	PERATING	308,678.00
Fund 072 SEWAGE IMPROV				
Dept 0000 072-0000-47126	PAYMENT 4 OF 5 91671	REDZONE ROBOTICS, INC	ANNUAL BILLING 4 OF 5	1 00.40111
		Total For Dept 0000		77,764.83
		Total For Fund 072 SEWAGE IMPROV	MPROV	77,764.83

04/14/2021 01:15 PM User: DMJ DB: Highland Invoice Line Desc

GL Number

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND EXP CHECK RUN DATES 03/18/2021 - 04/21/2021 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID BANK CODE: 11 Vendor Ref #

Fund Totals:

Invoice Description

Amount 193,770.10 308,678.00 77,764.83

Check #

3/3

Page:

580,212.93

Fund 040 SANITARY OPERATING Fund 070 SEWAGE OPERATING Fund 072 SEWAGE IMPROV