

Agenda

Forty-Seventh Regular or Special Meeting of the Twenty-Ninth Town Council of Highland

Special Meeting of Monday, August 16, 2021 at 6:30 p.m.

Agenda organized pursuant to Section 2.05.090 of the Highland Municipal Code. This meeting will be convened as in person and an electronic meeting (Hybrid), pursuant to Governor Holcomb's Executive Orders 20-04, 20-09 and 20-25 and now extended by Executive Order 21-18 allowing such meetings, pursuant to IC 5-14-1.5-3.7 for the duration of the emergency, through August 30, 2021.

People may observe and record the meeting live streaming by joining the meeting on the Zoom platform: <https://us06web.zoom.us/j/89796891810?pwd=UUNqbEFuc3M2OXVONjQ3NEROUDFOUT09>

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 897 9689 1810, password (code): 694377.

Pledge of Allegiance:

Silent Roll Call:



**A GREAT PLACE
TO CALL HOME**

Bernie Zemen

Mark A. Herak

Mark J. Schocke

Thomas (Tom) Black

Roger Sheeman

Special Orders:

1. **Ratify the Meeting.** Ratify the special meeting with its additional purposes, pursuant to HMC Section 2.05.130(A) (4) and Section 2.05.130(F).
2. **Action regarding Community Crossings Grant Project for 2021.**
 - (a) **Works Board Order No. 2021-25:** An Order of the Works Board Accepting the Bid of Rieth-Riley Construction Co., Inc. for the 2021 Community Crossing Matching Grant Street Improvement Project Being the Lowest Responsive and Responsible Bid in the amount of One Million One Hundred Forty-Six Thousand Four Hundred Fifty-Seven Dollars and Ninety-Five Cents (\$1,146,457.95).
 - (b) **Works Board Order No. 2021-26:** An Order Approving and Authorizing An agreement between NIES Engineering, Incorporated and the Town of Highland to perform Professional Engineering Services during Construction for the 2021 Community Crossings Matching Grant (CCMG) Street Improvement Project in the amount not-to-exceed \$58,500.
3. **Works Board Order 2021-27:** A Preliminary Order for the 3500 block of Jewett Ave Street Improvement Project and Financing thereof through Municipal General Improvement Fund and Special Assessments from Property Owners Benefiting from such Improvements.

The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

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4. **Authorize a Special Meeting.** Authorize a special meeting of the Town Council for August 30, 2021 at 6:30 p.m., pursuant to HMC Section 2.05.130(A) (4), and Section 2.05.130(F) in order to conduct a public hearing on the matter of the improvement project as set forth in Works Board Order No. 2021-27 and such matters as may be determined necessary or desirable.
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Adjournment:

The Special Meeting will adjourn and the regular Study Session will immediately begin.

The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

TOWN of HIGHLAND
Board of Works
Order of the Works Board No. 2021-25

AN ORDER OF THE WORKS BOARD ACCEPTING THE BID OF RIETH-RILEY CONSTRUCTION CO., INC. FOR THE 2021 COMMUNITY CROSSING MATCHING GRANT STREET IMPROVEMENT PROJECT BEING THE LOWEST RESPONSIVE AND RESPONSIBLE BID IN THE AMOUNT OF ONE MILLION ONE HUNDRED FORTY-SIX THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND NINETY-FIVE CENTS (\$1,146,457.95)

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 a need to improve the certain roadway sections, listed in Appendix A, attached hereto and made a part of this Order, compiled into one (1) project identified as the 2021 Community Crossings Match Grant Street Improvement Project, Des. No. 2100392 (Project);

Whereas, The Town had applied and were successfully awarded a Community Crossings Matching Grant for the Project from the State of Indiana in the amount of Five Hundred Thousand Dollars (\$500,000.00), which represents fifty percent of the estimated construction cost, the formal agreement of which was approved by Works Board Order No. 2021-13 on May 10, 2021;

Whereas, NIES Engineering, Incorporated had prepared plans and specifications for the Project and the project was bid in accordance with I.C. 36-1-12 *et seq.* and notice was published in accordance with I.C. 5-3-1;

Whereas, the following bids were received at 10:00 a.m. on August 10, 2021:

	<u>Bidder</u>	<u>Base Bid</u>
1.	Rieth-Riley Construction, Inc.	\$1,146,457.95
2.	Milestone Contractors North, Inc.	\$1,159,041.35
	Engineer's Estimate	\$1,039,341.60

Whereas, NIES Engineering, Incorporated and the Director of Public Works have reviewed the bids and determined that the bid of Rieth-Riley Construction, Incorporated in the amount of One Million One Hundred Forty-six Thousand Four Hundred Fifty-seven Dollars and Ninety-five Cents (\$1,146,457.95) to be the lowest responsive and responsible bid;

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

Whereas, The Town of Highland, through its Town Council acting as the Works Board, now desires to accept the recommendation of the Public Works Director and award a construction contract to Rieth-Riley Construction, Incorporated for the 2021 Community Crossings Match Grant Street Improvement Project,

Now, Therefore, Be It Resolved, by the Town Council of the Highland, Indiana acting as the Works Board as follows:

Section 1. That the bid of Rieth-Riley Construction, Incorporated for the 2021 Community Crossings Match Grant Street Improvement Project in the amount of One Million One Hundred Forty-six Thousand Four Hundred Fifty-seven Dollars and Ninety-five Cents (\$1,146,457.95) is hereby accepted as the lowest responsive and responsible bid.

Section 2. That the Public Works Director and Clerk Treasurer are hereby authorized to execute the agreement and all documents necessary to implement the project.

Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 16th day of August 2021, having passed by a vote of _____ in favor and _____ opposed.

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

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

Attest:

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

Appendix A
2021 Community Crossings Matching Grant Project List

<u>Route Name</u>	<u>From</u>	<u>To</u>	<u>Estimate Cost</u>
41 st Street	5 th St	Ellen Dr	\$91,064.65
O'Day Dr	Martha St	Highland Pl	\$45,108.60
Highland St	O'Day Dr	Martha St	\$16,147.20
Highland Pl	41 st St	Martha St	\$34,919.95
Cottage Grove St	Wirth Rd	Lincoln Av	\$74,180.65
Cottage Grove Pl	Wirth Rd	Lincoln Av	\$49,270.10
Johnson St	41 st St	Martha St	\$21,611.20
Boulevard Dr	44 th St	44 th St	\$70,104.80
Ohio Pl	Wirth Rd	Dead End	\$72,021.10
38 th St	130'W of Ohio Pl	120'E of Ohio Pl	\$8,202.15
Jewett Ave	Orchard Dr	Kleinman Rd	\$20,750.40
Strong St	Kennedy Av	5 th St	\$93,379.85
Grand Blvd	Kennedy Av	5 th St	\$60,974.05
Eder Av	Duluth Av	Parrish Av	\$47,110.20
Eder Ct	Dead End	Eder Av	\$6,228.15
Parrish Ave	Glenwood Av	North Dr	\$22,289.40
North Dr	Parrish Av	270'E of Grace St	\$61,075.35
Oakdale Dr	Ridgewood Av	Ridgewood Av	\$51,539.40
Lincoln Av	N Parkway Dr	Prairie Av	\$39,767.65
Wildwood Dr	Bluebird Ln	37 th Pl	\$73,119.15
37 th Pl	Wildwood Dr	Idlewild Av	\$13,120.15
38 th Pl	Wildwood Dr	Idlewild Av	\$12,847.15
Idlewild Av	Martha St	37 th Pl	\$60,396.55
39 th Pl	Hook St	Kennedy Av	\$38,804.50
Wildwood Ct	Dead End	45 th St	\$53,055.45
Waymond Av	45 th St	Dead End	\$9,370.15
			\$1,146,457.95

**TOWN OF HIGHLAND
BOARD OF WORKS
ORDER OF THE WORKS BOARD NO. 2021-26**

AN ORDER APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN NIES ENGINEERING, INCORPORATED AND THE TOWN OF HIGHLAND TO PERFORM PROFESSIONAL ENGINEERING SERVICES DURING CONSTRUCTION FOR THE 2021 COMMUNITY CROSSINGS MATCHING GRANT (CCMG) STREET IMPROVEMENT PROJECT IN THE AMOUNT NOT-TO-EXCEED \$58,500

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 a need to improve the certain roadway sections, listed in Appendix A, attached hereto and made a part of this Order, compiled into one (1) project identified as the 2021 Community Crossings Match Grant Street Improvement Project (Project); and

Whereas, The Town had applied and was successfully awarded a Community Crossings Matching Grant for the Project from the State of Indiana in the amount of Five Hundred Thousand Dollars and 00/100 Cents (\$500,000.00), which represents fifty percent of the estimated construction cost; and

Whereas, NIES Engineering, Inc. had prepared plans and specifications for the Project and the project was bid in accordance with I.C. 36-1-12 *et seq.* and notice was published in accordance with I.C. 5-3-1; and

Whereas, The Town has heretofore awarded a construction contract to Rieth-Riley Construction, Inc., in the amount of One Million One Hundred Forty-six Thousand Four Hundred Fifty-seven Dollars and 95/100 Cents (\$1,146,457.95) to be the lowest responsive and responsible bid and has further determined a need to engage professional engineering services during construction to supervise, inspect, and manage the construction activities on the Project on behalf of the Town; and

Whereas, NIES Engineering, Inc. (Consultant) has offered and presented an agreement to provide and furnish professional engineering services during construction for the Project in consideration for fees to be charged and billed monthly based upon a lump sum of the value of the services in the amount of Fifty-eight Thousand Five Hundred Dollars and no Cents (\$58,500.00); and

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

Whereas, The Town of Highland, through its Town Council now desires to approve the project and to accept and approve the agreement for services as herein described.

Now Therefore Be it Resolved by the Town Council of the Town of Highland, Lake County, Indiana;

Section 1. That the Professional Engineering Services during Construction Agreement, (incorporated by reference and made a part of this Order) between NIES Engineering, Inc. and the Town of Highland for the 2021 Community Crossings Match Grant Street Improvement Project, is hereby approved, adopted and ratified in each and every respect;

Section 2. That the terms and charges under the agreement for Professional Engineering Services during Construction in the not to exceed fee amount of Fifty-eight Thousand Five Hundred Dollars and no Cents (\$58,500.00) is found to be reasonable and fair;

Section 3. That the Town of Highland, through its Town Council, believes that NIES Engineering, Inc. has demonstrated professional competence and has the 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;

Section 4. That the President of the Town Council be authorized to execute the Agreement with his signature as attested thereto by the Clerk-Treasurer.

Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 16th day of August 2021, having passed by a vote of _____ in favor and _____ opposed.

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

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

Attest:

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

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			\$1,146,457.95



August 12, 2021

Mr. Mark Knesek, Public Works Director
Town of Highland, Indiana
3333 Ridge Road
Highland, IN 46322

RE: Proposal for Professional Engineering Services During Construction
2021 Community Crossings Matching Grant (CCMG) Street Improvement Project

Dear Mr. Knesek:

Thank you for the opportunity to present this proposal for professional engineering services during construction for Highland's 2021 CCMG Street Improvement Project. This project includes asphalt milling, HMA patching, HMA overlay, curb ramp replacements for ADA compliance, casting adjustments, traffic loop repairs, signage and pavement markings along the 26 road segments listed in Highland's Community Crossings Matching Grant Agreement with INDOT.

Our proposal is based on providing engineering services during construction, including preparation and review of legal documentation, shop drawing review, periodic field inspection, pay request review, change order preparation, punch list follow-up and coordination of Contractor's record drawings. We propose to provide engineering services during construction for a not-to-exceed fee of \$58,500.00. Billings will not exceed the budget without your prior authorization. We propose to provide engineering services based on the hourly billing rates presented in Table 1. Direct expenses such as reproduction and similar items will be billed at actual cost. Mileage will be billed at the current IRS approved rate. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

Again, thank you for the opportunity to present this proposal. Your signature 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.

Derek R. Snyder, P.E.
Principal

TOWN OF HIGHLAND, INDIANA

Accepted By: _____

Date: _____

cc: Highland Town Council
Mr. Michael Griffin

mail@niesengineering.com
♦
www.niesengineering.com

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.

Table 1**2021 NIES Engineering Personnel Hourly Rates**

Classification	Hourly Rate	
	From	To
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

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 from 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

NIES-2021-B-IN

**TOWN OF HIGHLAND
ORDER OF THE WORKS BOARD NO. 2021 - 27**

A PRELIMINARY ORDER FOR THE 3500 BLOCK OF JEWETT AVE STREET IMPROVEMENT PROJECT AND FINANCING THEREOF THROUGH MUNICIPAL GENERAL IMPROVEMENT FUND AND SPECIAL ASSESSMENTS FROM PROPERTY OWNERS BENEFITING FROM SUCH IMPROVEMENTS

Whereas, Pursuant to IC 36-1-2-24, the Town Council is the works board for the Town of Highland, Indiana (the "Town");

Whereas, Pursuant to Ordinance No. 1084, adopted by the Town Council on March 23, 1998, the Town has established a Municipal General Improvement Fund to provide monies to construct, repair, reconstruct or improve certain streets, alleys, sidewalks, curbs, gutters and sewers within the Town;

Whereas, Several residents of the **3500 block of Jewett Avenue** have requested consideration of the Town of Highland to install concrete curbs and public sidewalks;

Whereas, The cost for curb and sidewalk shall be paid for by the adjoining property owners based upon front footage of their property through a special assessment pursuant to the Special General Improvement District statute;

Whereas, The Town Council desires to proceed with the **3500 Block of Jewett Avenue Street Improvement Project** and to finance the portion of the cost of such projects relating to reconstruction of curbs and sidewalks (each such portion of a project, an "Improvement") through the Municipal General Improvement Fund;

Whereas, The Town has retained NIES Engineering, Inc. to prepare plans and specifications for the **3500 Block of Jewett Avenue Street Improvement Project**; and,

Whereas, The Town desires to finance the costs of the improvements pursuant to assessments to be collected from the property owners benefited by the respective proposed improvements as set forth in IC 36-9-36,

Now Therefore, Be it resolved by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, as follows:

Section 1. That the Town Council acting as the Works Board, hereby makes a preliminary determination to proceed with the **3500 Block of Jewett Ave Street Improvement Project** and to finance the cost of the improvements through the Municipal General Improvement Fund and the

collection of special assessments from property owners benefited by the respective improvements pursuant to IC 36-9-36;

Section 2. That the Town Council, acting as the Works Board, hereby adopts the plans and specifications for the projects and directs the Project Engineer to place on file cross-sections, general plans and specifications for each of the improvements;

Section 3. That the Town Council, acting as the Works Board, hereby adopts the estimate of the maximum cost of each of the improvements attached hereto as Exhibit A and directs the Clerk Treasurer to place such estimate of maximum costs on file in the office of the Town Council;

Section 4. That the Town Council acting as the Works Board, hereby determines to hold a public hearing regarding each of the improvements and whether the benefits that will accrue to the property liable to be assessed for the respective improvements will equal the maximum estimated cost of each of the improvements, which public hearing will be held at the regular meeting place of the Town Council at **6:30 P.M. on August 30, 2021;**

Section 5. That the Town Council further directs the Clerk Treasurer to publish notice of such hearing and to mail notice of such hearing to property owners affected by the respective improvements.

Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 16th day of August 2021, having passed by a vote of _____ in favor and _____ opposed.

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

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

Attest:

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

Notice of Public Hearing
Concerning a Proposed General Improvement Project for the 3500 Block of
Jewett Avenue, Highland, Indiana

Notice is hereby given that at its special meeting on August 16, 2021, the Town Council of the Town of Highland, Indiana (the "Town") adopted a resolution entitled "A PRELIMINARY ORDER FOR THE 3500 BLOCK OF JEWETT AVE. RECONSTRUCTION PROJECT AND FINANCING THEREOF THROUGH MUNICIPAL GENERAL IMPROVEMENT FUND AND SPECIAL ASSESSMENTS FROM PROPERTY OWNERS BENEFITING FROM SUCH IMPROVEMENTS".

The project includes the construction of curbs and repair of public sidewalks in the 3500 block of Jewett Avenue (the "Improvements"), and the Town intends to finance the cost of the Improvements by assessing property owners benefiting from the Improvements. The Town Council will hold a public hearing at **6:30 p.m. on August 30, 2021** in the regular meeting place of the Town Council at the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana at which time the Town Council will hear all interested persons and decide whether the benefits to the property liable to be assessed for the Improvements will equal the estimated cost of the Improvements.

A copy of the Preliminary order, preliminary plans and specifications for the Improvements, and an estimate of the maximum cost of the improvements will be on file, ten (10) days prior to the Public Hearing, in the office of the Clerk-Treasurer of the Town in the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

Dated: August 17, 2021

/s/ Michael W. Griffin

Michael W. Griffin, Clerk-Treasurer
Town of Highland, Indiana

Section 2.05.130 MEETINGS of the TOWN COUNCIL.

(A) The types of meetings that may be convened by the town council include regular plenary meetings, special meetings, executive sessions, adjourned meetings, and regular study sessions.

- (1) What constitutes a meeting shall be governed by IC [5-14-1.5-2](#) and this code.
- (2) Plenary meetings shall be convened based upon an established standing day and time, at which matters are brought before the town council either by its specific action or by an agenda assembled according this chapter, for its consideration and possible dispositive action. These meetings will be conducted with the customary formality associated with such meetings according to the prevailing law and the selected parliamentary authority.
- (3) Study sessions shall be distinguished from plenary meetings 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.
- (4) Special meetings shall be convened at a different time and date from the regular plenary meetings or study sessions to consider and act upon only one or more items as set forth in the notice and call of the meeting.
- (5) An adjourned meeting is a meeting convened as a continuation of a meeting which preceded it and at which the items of business were not able to be completed. The adjourned meeting shall take up at the point where the previous meeting ended, addressing the business remaining from the prior meeting and be confined only to those matters, unless special notice is provided under IC [5-14-1.5](#) et seq.
- (6) An executive session is a meeting from which the public is barred from attending to record and observe and may only be convened according to the provisions and purposes set forth in IC [5-14-1.5-6.1](#).

(B) Except as otherwise provided herein, the town council shall hold regular plenary meetings on the second and fourth Monday of each month, which shall begin at 7:00 p.m.

(C) Except as otherwise provided herein, the town council shall hold study sessions on the first and third Monday of each month, which shall begin at 6:30 p.m. In addition, the town council shall hold brief study sessions before each regular plenary meeting of the town council, beginning at 6:30 p.m.

(D) Town council plenary meetings or study sessions may be cancelled by a majority vote of the town council or by direction of the town council president.

(E) Town council plenary meetings may be rescheduled by a two-thirds vote of the elected members of the town council.

(F) The town council shall have the authority to hold such other meetings, as described in this section as it may deem necessary or desirable provided such meetings be held pursuant to IC [5-14-1.5](#) et seq.

(G) The town council, when necessary or desirable, shall hold executive sessions pursuant to IC [5-14-1.5-6.1](#) and HMC [2.05.170](#) only for the purposes authorized therein.

(H) The town clerk-treasurer shall memorialize the proceedings of all meetings pursuant to IC [5-14-1.5](#) et seq., HMC [2.05.100](#), and HMC [2.10.030\(C\)\(9\)](#).