

**ENROLLED MINUTES OF THE
HIGHLAND WATER WORKS BOARD OF DIRECTORS
THURSDAY, JANUARY 28, 2021**

Study Session. The Highland Water Works Board of Directors convened in study session immediately before the Regular Public Meeting at 6:30 p.m. on Thursday, January 28, 2021 via an on-line Zoom Meeting due to the Covid-19 Pandemic, in order to discuss the final agenda of the regular meeting. The meeting was opened with the Pledge of Allegiance.

ROLL CALL: Present on roll call were Directors George A. Smith, Larry Kondrat, Rick Volbrecht, Curt Schroeder, and Ed Dabrowski. A quorum was attained. Also present were Mark Knesek, Public Works Director; Derek Snyder, NIES Engineering; Robert F. Tweedle, Board Attorney; Tim Gembala, Operations Director; Michael Griffin, Clerk Treasurer; and Kim Webb, Recording Secretary.

1. Derek Snyder, NIES Engineering, discussed with the Board Water Main Replacement Projects for 2021. The two projects that are scheduled to be completed this year are the Martha St. Water Main Replacement Project and the 3500 block of Jewett Avenue Water Main Replacement and Street Improvement Project.
2. Robert Tweedle, Board Attorney, discussed with the Board proposals that were received from Suez, Inc. and Dixon Engineering for an Asset Management Plan for the elevated water tanks.
3. Mark Knesek, Public Works Director, discussed with the Board a current water main break in a backyard on Maple St. There was also a water main break on Laporte St. earlier in the week.

Regular Meeting: The Highland Water Works Board of Directors met in its Regular Public Session on Thursday, January 28, 2021 via an on-line Zoom Meeting due to the Covid-19 Pandemic directly following the study session. President Smith opened the meeting at 6:44 pm. The minutes were recorded by Ed Dabrowski, serving as Administrator of the Zoom Meeting.

ROLL CALL: Present on silent roll call were Directors Ed Dabrowski, George A. Smith, Larry Kondrat, Rick Volbrecht, and Curt Schroeder. Also present were Derek Snyder, NIES Engineering, Inc.; Mark Knesek, Operations Director; Robert F. Tweedle, Attorney; Tim Gembala, Operations Director; Michael Griffin, Clerk Treasurer; and Kim Webb, Recording Secretary.

MINUTES: President Smith asked if there were any corrections to the Minutes of the Regular Meeting of December 30, 2020 as prepared and posted. Director Volbrecht moved to approve the minutes of the Regular Meeting on December 30, 2020. Director Kondrat seconded. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

Special Orders:

1. Election of Officers

Director Schroeder moved to nominate a slate of officers as follows:

President – Director Smith.

Vice President – Director Kondrat

Secretary – Director Volbrecht

Director Kondrat seconded. There were no further nominations. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

2. Appointments

Director Smith moved to have Kim Webb continue as Water Works Board Recording Secretary for the year 2021. Director Volbrecht seconded. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

Robert F. Tweedle previously submitted a proposal to serve as the Water Works Board Attorney for 2021. Director Volbrecht moved to appoint Robert F. Tweedle as the Waterworks Board Attorney for the year 2021. Director Dabrowski seconded. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

NIES Engineering previously submitted a proposal to serve as the Water Works Board Engineer for the year 2021. Director Kondrat moved to appoint NIES Engineering as the Waterworks Board Engineer. Director Volbrecht seconded. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

Communications: None.

Unfinished Business and General Orders:

1. Highland Waterworks
Board of Directors
Resolution No. 2021-01

A Resolution authorizing and approving an agreement between NIES Engineering, Incorporated and the Water Works District of Highland to perform professional engineering services as District Water Works Engineer for the year 2021. Director Kondrat moved to approve Resolution 2021-01. Director Volbrecht seconded. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

**WATER WORKS DISTRICT OF HIGHLAND
Board of Directors
Resolution No. 2021-01**

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN NIES ENGINEERING, INCORPORATED AND THE WATER WORKS DISTRICT OF HIGHLAND TO PERFORM PROFESSIONAL ENGINEERING SERVICES AS DISTRICT WATER WORKS ENGINEER FOR THE YEAR 2021

Whereas, The Water Works District of Highland, through its Board of Directors, has heretofore determined a need to engage the professional engineering services in order carry out the mission of the District; and

Whereas, NIES Engineering, Incorporated, (Consultant) has offered and presented an Agreement to provide and furnish Professional Engineering Services in consideration for fees to be charged and billed monthly; 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 Water Works District of Highland, through its Board of Directors, now desires to accept and approve the agreement for services as herein described.

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

Section 1. That the Professional Engineering Agreement (incorporated by reference and made a part of this resolution) between NIES Engineering, Incorporated, and the Water Works District of Highland for District Water Works Engineer for the year 2021 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 are found to be reasonable and fair;

Section 3. That the Water Works District of Highland, through its Board of Directors, believes that NIES Engineering, Incorporated 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;

Section 4. That the President of the Water Works District of Highland be authorized to execute the Agreement with his signature as attested thereto by Secretary of the Water Works District of Highland.

Duly Adopted, Resolved and Ordered by the Water Works Board of Directors of Highland, Lake County, Indiana, this 28th day of January 2021. Having been passed by a vote of 5 in favor and 0 opposed.

**WATER WORKS DISTRICT OF HIGHLAND, INDIANA
BY ITS WATER WORKS BOARD OF DIRECTORS:**

/s/George A. Smith, President

Attest:

/s/Richard E. Volbrecht, Jr., Secretary



December 15, 2020

Mr. Richard Garcia, President
Highland Board of Sanitary Commissioners
3333 Ridge Road
Highland, IN 46322

RE: Board of Sanitary Commissioners
District Sewage Works Engineer
Proposal for General Engineering Services

Dear Mr. Garcia:

Thank you for the opportunity to present this proposal to provide engineering services to the Highland Board of Sanitary Commissioners for the period of January 1, 2021 through December 31, 2021. The work will include attendance at up to two Sanitary Board meetings per month, preparation of a monthly status report and execution of projects as assigned by the Board. It is anticipated that routine consulting and generally small scope projects will be accomplished under this agreement and that larger projects would be accomplished under separate agreements.

We propose to attend Sanitary Board meetings as described above for the lump sum retainer of \$350.00 per month, billed quarterly. This represents a 2.9% increase over last year's monthly retainer. Routine consulting and project work assigned under this agreement will be billed at 2.9 times the actual salary of staff assigned. Current hourly billing ranges by staff category are presented in Table 1. Direct expenses such as mileage, reproduction and similar items will be billed at actual cost. The services of others, if required, will be billed at actual cost plus a 5 percent markup. 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.

TOWN OF HIGHLAND BOARD OF SANITARY COMMISSIONERS

Accepted By: _____

Derek R. Snyder, P.E.
Principal

Date: _____

cc: Highland Board of Sanitary Commissioners
Mr. Mark Schocke, Town Council President
Mr. Mark Knesek, Public Works Director
Mr. Michael Griffin, Clerk-Treasurer

mail@niesengineering.com
www.niesengineering.com

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

Classification	Hourly Rate	
	From	To
Intern	\$34.00	\$41.00
Clerical	\$29.00	\$44.00
Senior Clerical	\$41.00	\$49.00
Administrative Assistant	\$60.00	\$63.00
Senior Administrative Assistant	\$72.00	\$77.00
Technician Level 1	\$50.00	\$61.00
Technician Level 2	\$69.00	\$73.00
Technician Level 3	\$80.00	\$85.00
Technician Level 4	\$93.00	\$98.00
Technician Level 5	\$99.00	\$104.00
Technician Level 6	\$105.00	\$110.00
Engineer Level 1	\$74.00	\$83.00
Engineer Level 2	\$82.00	\$90.00
Engineer Level 3	\$93.00	\$109.00
Engineer Level 4	\$113.00	\$125.00
Engineer Level 5	\$124.00	\$135.00
Project Manager	\$120.00	\$129.00
Senior Project Manager	\$175.00	\$176.00
Principal Level 1	\$136.00	\$145.00
Principal Level 2	\$138.00	\$148.00
Senior Principal	\$186.00	\$192.00

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 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.

2. Highland Waterworks
Board of Directors
Resolution No. 2021-02

A Resolution authoring compensation for certain employees to be derived from the proper fund of the Water Works Utility of the Town of Highland Water Works Department, Lake County, Indiana. Director Dabrowski moved to approve Resolution 2021-02. Director Volbrecht seconded. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

**HIGHLAND DEPARTMENT of WATERWORKS
BOARD of WATERWORKS DIRECTORS
RESOLUTION No. 2021-02**

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

Whereas, The Highland Town Council, as legislative body of the municipality, **adopted Chapter 12.05 of the Highland Municipal Code**, establishing the Highland Water Works Board and the Department of Water Works, pursuant to provisions of I.C. 8-1.5-4-1 through 8-1.5-4-19;and,

Whereas, Those provisions incorporate by reference provisions of I.C. 8-1.5-3-4, outlining for and conferring upon the Water Works Board of Directors certain responsibilities relative to the management of the utility's human and physical resources;

BE IT HEREBY RESOLVED BY the Board of Directors of the Water Works Department of the Town of Highland, Lake County, Indiana, as follows:

Section 1. That the compensation and other provisions set forth in the wage and salary and the compensation and benefits ordinances as passed by the Town Council are hereby adopted and ratified for the Directors and officers of the Department of Waterworks, its Waterworks District and those employees of the municipality performing duties for the utility.

Section 2. That wages and salaries are hereby established for the employees and certain professional appointments of the Department of Waterworks, to be effective **January 10, 2021**, as set forth below:

Attorney	\$1,200 per year (\$300 per quarter) \$190.00/hr
Recording Secretary	\$ 65 per month
Utility Consulting Engineer(s) (retainer)	\$ 350 per month
Utility Services Field Representative	\$10.56/hr (start) (part-time) \$12.04/hr (after one year) (part-time)
Part-time help (Laborer)	\$ 9.27 - \$ 11.99 hr.
CDL Driver (Part-time)	\$ 16.34/hr

Temporary (Summer help)

\$ 9.00/hr. (first year)

\$ 9.35/hr. (2nd year)

\$ 9.70/hr. (3 years or more)

Section 3. That the Highland Water Works Board authorizes and approves that a share of the compensation of the deputies and employees in the Office of the Clerk-Treasurer as well as a share of the compensation of the Clerk-Treasurer may be paid from the proper utility fund of the Water Works, for services connected with the operation of the utility, subject to the laws governing same;

a. That such pay shall be a part of and not in addition to the compensation as fixed by the Town Council in its most recently adopted wage and salary ordinances; and,

b. That the compensation set forth in the wage and salary ordinance as most recently passed by the Town Council is hereby adopted and ratified.

Section 4. That the Highland Water Works Board of Directors authorizes and approves that a share of the compensation of the employees in the Public Works Department may *be* paid from the proper utility fund of the Water Works, for services connected with the operation of the utility, subject to the laws governing same;

a. That such pay shall be a part of and not in addition to the compensation as fixed by the Town Council in its most recently adopted wage and salary ordinance; and,

b. That the compensation set forth in the wage and salary ordinance most recently passed by the Town Council for utility employees is hereby adopted and ratified for utility employees of the Waterworks Department.

Section 5. That the compensation and benefits policies as adopted and are in effect in the most recently adopted Compensation and Benefits ordinance is hereby adopted and ratified for employees of the utility and its officers;

Duly Approved and Adopted by the Board of Directors of the Highland Water Works, Lake County, Indiana this 28th day of January, 2021 by a vote of 5 in favor and 0 opposed.

**THE DEPARTMENT of WATER WORKS
BY ITS BOARD of DIRECTORS:**

/s/George A. Smith, President

Attest:

/s/Richard E. Volbrecht Jr., Secretary

#

New Business: None

Reports:

1. Water Works Superintendent – No report.
2. Water Works Attorney – No report.
3. Water Works Engineer – No report.
4. Fire Department – No report.

Business from the Floor:

Claims:

Per the docket in the amount of:

061	Water Works District	\$0.00
062	Consumer Deposits	\$77.29
064	Waterworks Operating	\$130,854.73
066	Water Improvements	\$1,134.13
068	Water Capital	\$0.00
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Total		\$132,246.15

Director Dabrowski moved to approve the claims per the January 28, 2021 docket in the amount of \$132,246.15. Director Volbrecht seconded. Upon a roll call vote, there were (5) affirmations and no negatives. The motion passed.

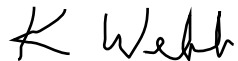
Next Meeting:

The next Plenary Meeting will be held on Thursday, February 25, 2021 at 6:30 p.m.

ADJOURNMENT: With no other business to come before the Board of Water Works Directors, the meeting was adjourned.

Meeting Adjourned at 7:01 p.m.

Respectfully Submitted,



Kim Webb, Recording Secretary