

**ENROLLED MINUTES OF THE  
HIGHLAND WATER WORKS BOARD OF DIRECTORS  
THURSDAY, MARCH 25, 2021**

**Study Session.** The Highland Water Works Board of Directors convened in study session immediately before the Regular Public Meeting at 6:33 p.m. on Thursday, March 25, 2021 via an on-line Zoom Meeting due to the Covid-19 Pandemic, in order to discuss the final agenda of the regular meeting.

**ROLL CALL:** Present on roll call were Directors George A. Smith, Jason Tharp, Rick Volbrecht, and Ed Dabrowski. Director Curt Schroeder was absent. Also present were Mark Knesek, Public Works Director; Derek Snyder, NIES Engineering; Robert F. Tweedle, Board Attorney; Tom Black, Town Council; Roger Sheeman, Town Council; Michael Griffin, Clerk Treasurer; and Kim Webb, Recording Secretary.

1. Robert Tweedle, Board Attorney, discussed with the Board the Hammond Water Works water rate increase. The final contract is being negotiated.
2. Derek Snyder, NIES Engineering, discussed with the Board the Martha Street Water Main Replacement Project and the Jewett Ave Water Main Replacement Project. Both projects will be designed, bid, and constructed this year.
3. Mark Knesek, Public Works Director, discussed with the Board current water main breaks and restorations in progress. Also, fire hydrants have been purchased and will be installed when weather permits.
4. Discussion about the Master Service agreements presented for the Elevated Water Tank Maintenance Agreement with Suez, Inc.
5. Derek Snyder, NIES Engineering, discussed with the Board the Robertson Place Water Main Replacement Project. There is an issue with some sections of sidewalk spalling. A meeting will be held next week with the contractor and their sub to discuss the concrete.

**Regular Meeting:** The Highland Water Works Board of Directors met in its Regular Public Session on Thursday, March 25, 2021 via an on-line Zoom Meeting due to the Covid-19 Pandemic directly following the study session. President Smith opened the meeting at 7:04 pm. The meeting was opened with the Pledge of Allegiance. The minutes were recorded by Ed Dabrowski, serving as Administrator of the Zoom Meeting.

**ROLL CALL:** Present on roll call were Directors George A. Smith, Jason Tharp, Rick Volbrecht, and Ed Dabrowski. Director Curt Schroeder was absent. A quorum was attained. Also present were Mark Knesek, Public Works Director; Derek Snyder, NIES Engineering; Robert F. Tweedle,

Board Attorney; Tom Black, Town Council; Roger Sheeman, Town Council; 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 February 25, 2021 as prepared and posted. Director Volbrecht moved to approve the minutes of the Regular Meeting on February 25, 2021. Director Tharp seconded. Upon a roll call vote, there were (4) affirmations and no negatives, (1) absent. The motion passed.

**Special Orders:**

1. Election of Officers – Vice President:

Director Volbrecht moved to elect Curt Schroeder as Vice President. Director Dabrowski seconded. Upon a roll call vote there were (4) affirmations and no negatives, (1) absent. The motion passed.

**Communications:** None.

**Unfinished Business and General Orders:**

1. Highland Water Works  
Board of Directors  
Resolution No. 2021-06

A Resolution Authorizing and Approving an Addendum to the Agreement between NIES Engineering, Inc. and the Water Works District of Highland for Professional Design Engineering Services associated with the Martha Street Water Main Replacement and Extension Project in the amount of \$4,500.00. Director Dabrowski moved to approve Resolution 2021-06. Director Tharp seconded. Upon a roll call vote, there were (4) affirmations and no negatives, (1) absent. The motion passed.

WATER WORKS DISTRICT OF HIGHLAND  
Board of Water Works Directors  
Resolution No. 2021-06

A Resolution Authorizing and Approving an Addendum to the Agreement between NIES Engineering, Inc. and the Water Works District of Highland for Professional Design Engineering Services associated with the Martha Street Water Main Replacement and Extension Project in the amount of \$4,500.00

**Whereas,** the Water Works District of Highland (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 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 District, through its Board of Directors, has heretofore determined a need to replace an existing 4” water main on Martha Street between Hook Street and Kennedy Avenue extending across the Norfolk Southern railroad to Longwood Drive eliminating the existing 100-ft dead end water main on Martha Street just west of the railroad; and

**Whereas,** On September 25, 2017, the Water Works District of Highland and NIES Engineering, Inc. entered into an agreement for Design Engineering Services for the Martha Street Water Main Replacement and Extension Project for a not-to-exceed fee in amount of Forty-four Thousand Dollars and no Cents (\$44,000.00); and

**Whereas,** During the course of design, NIES Engineering, Inc. had required more engineering time, due to delays in the bidding and permitting of the project, which caused for additional engineering expenses to be incurred; and

**Whereas,** NIES Engineering, Inc. has presented an “Engineering Fee Adjustment Request”, attached hereto and made a part of this resolution, that requests an increase to the engineering fee in the amount of Four Thousand Five Hundred Dollars and no Cents (\$4,500.00) and provides further explanation on the nature of the extra work required; and

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

**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

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

**Section 1.** That the Addendum to the Professional Engineering Services Agreement (incorporated by reference and made a part of this resolution) between NIES Engineering, Inc., and the Water Works District of Highland for design engineering services for the Martha Street Water Main Replacement and Extension Project is hereby approved, adopted and ratified in each and every respect;

**Section 2.** That the terms and charges under the agreement for additional engineering services in the not to exceed amount of Four Thousand Five Hundred Dollars and no Cents (\$4,500.00) is found to be reasonable and fair;

**Section 3.** That the Water Works District of Highland, through its Board of Directors, 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;

**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 25<sup>th</sup> day of March, 2021. Having been passed by a vote of 4 in favor and 0 opposed.

**HIGHLAND WATER WORKS  
BY ITS BOARD OF DIRECTORS:**

/s/George A. Smith, President

*Attest:*

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

2. Highland Water Works  
Board of Directors  
Resolution No. 2021-07

A Joint Resolution of the Water Works Board, Board of Works, 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 amount of \$17,000.00 for the Water Works portion. Director Volbrecht moved to approve Resolution 2021-07. Director Tharp seconded. Upon a roll call vote, there were (4) affirmations and no negatives, (1) absent. The motion passed.

**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 Forty-eight Thousand Dollars (\$48,000.00) 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.

**Duly Adopted, Resolved and Ordered** by the Highland Town Council, Lake County, Indiana, this 12<sup>th</sup> day of April, 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)

**Duly Adopted, Resolved and Ordered** by the Highland Water Works District, Board of Directors, Lake County, Indiana, this 25<sup>th</sup> day of March, 2021. Having been passed by a vote of 4 in favor and 0 opposed.

**HIGHLAND WATER WORKS  
BY ITS BOARD OF DIRECTORS:**

/s/George A. Smith, President

*Attest:*

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

**Duly Adopted, Resolved and Ordered** by the Highland Sanitary District, Board of Commissioners, Lake County, Indiana, this 20<sup>th</sup> day of April, 2021. Having been passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

**HIGHLAND SANITARY DISTRICT  
BY ITS BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Richard Garcia, President

*Attest:*

\_\_\_\_\_  
David Jones, Secretary



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.

mail@niesengineering.com  
♦  
www.niesengineering.com

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.



Derek R. Snyder, P.E.  
Principal

HIGHLAND WATER WORKS BOARD OF DIRECTORS  
(Engineering Fee Authorized: \$17,000.00)

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

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

Item	Description	Quantity	Units	Unit Price	Amount	Estimated Quantities (By Board)			Engineer's Opinion of Probable Cost (By Board)			
						Water Works Bd.	Board of Works	Sanitary Board	Water Works Bd.	Board of Works	Sanitary Board	
1	Mobilization and Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00	0.35	0.60	0.05	\$ 8,750.00	\$ 15,000.00	\$ 1,250.00	
2	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00	0.35	0.60	0.05	\$ 2,800.00	\$ 4,800.00	\$ 400.00	
3	Produce Pre-Construction Video	1	LS	\$ 800.00	\$ 800.00	0.35	0.60	0.05	\$ 280.00	\$ 480.00	\$ 40.00	
4	Remove and Dispose Existing Tree, 18" Pay Dia., Including Stump Grinding	2	EA	\$ 450.00	\$ 900.00		2		\$ -	\$ 900.00	\$ -	
5	Remove and Dispose Existing Tree, 30" Pay Dia., Including Stump Grinding	4	EA	\$ 750.00	\$ 3,000.00		4		\$ -	\$ 3,000.00	\$ -	
6	Remove and Dispose Existing Asphalt Pavement	1,800	SY	\$ 10.00	\$ 18,000.00	720	1,080		\$ 7,200.00	\$ 10,800.00	\$ -	
7	Remove and Dispose Existing Concrete Sidewalk	510	SY	\$ 12.00	\$ 6,120.00		510		\$ -	\$ 6,120.00	\$ -	
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		\$ -	\$ 60,000.00	\$ -	
11	8-inch Dia. PC 350 Ductile Iron Pipe with V-Bio Polyethylene Encasement	645	LF	\$ 75.00	\$ 48,375.00	645			\$ 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			\$ 22,950.00	\$ -	\$ -	
17	1-inch Dia. Type K Copper Water Service Line	605	LF	\$ 30.00	\$ 18,150.00	605			\$ 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		\$ -	\$ 51,200.00	\$ -	
23	4-inch Thick Concrete Sidewalk	640	SY	\$ 55.00	\$ 35,200.00	70	570		\$ 3,850.00	\$ 31,350.00	\$ -	
24	5-inch Thick Concrete Sidewalk/Driveway Apron	320	SY	\$ 65.00	\$ 20,800.00		320		\$ -	\$ 20,800.00	\$ -	
25	Concrete Curb Ramps to ADA Standards	12	SY	\$ 150.00	\$ 1,800.00		12		\$ -	\$ 1,800.00	\$ -	
26	Tri-Axial Geogrid	2,530	SY	\$ 6.50	\$ 16,445.00		2,530		\$ -	\$ 16,445.00	\$ -	
27	INDOT #53 Compacted Limestone Aggregate Base Course	1,120	TON	\$ 35.00	\$ 39,200.00	320	800		\$ 11,200.00	\$ 28,000.00	\$ -	
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	\$ 13,000.00	\$ -	
30	Tack Coat Between HMA Courses, 0.10 Gal/SY	2,170	SY	\$ 0.50	\$ 1,085.00		2,170		\$ -	\$ 1,085.00	\$ -	
31	HMA Surface Course, 9.5mm, 1.5-inch Minimum Thickness	180	TON	\$ 75.00	\$ 13,500.00	60	120		\$ 4,500.00	\$ 9,000.00	\$ -	
32	Replacement Tree, 1.25" Min. Caliper	10	EA	\$ 500.00	\$ 5,000.00		10		\$ -	\$ 5,000.00	\$ -	
33	4" Topsoil and Sod for Grass Restoration, Including Maintenance Watering	1,900	SY	\$ 20.00	\$ 38,000.00	290	1,610		\$ 5,800.00	\$ 32,200.00	\$ -	
34	Erosion and Sedimentation Control	1	LS	\$ 4,000.00	\$ 4,000.00	0.35	0.60	0.05	\$ 1,400.00	\$ 2,400.00	\$ 200.00	
					<b>Total</b>	<b>\$512,925.00</b>				<b>\$ 163,955.00</b>	<b>\$ 313,380.00</b>	<b>\$ 35,590.00</b>



**Table 2****2021 NIES Engineering Personnel Hourly Rates**

<b>Classification</b>	<b>Hourly Rate</b>	
	<b>From</b>	<b>To</b>
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 173<sup>rd</sup> 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.

END OF TERMS AND CONDITIONS

NIES-2021-B-IN

3. Highland Water Works  
Board of Directors  
Resolution No. 2021-08

A Resolution Authorizing and Approving an Agreement between Suez, Incorporated and the Water Works District of Highland to perform Professional Long-Term Tank Maintenance for the Elevated Water Tanks located in Highland, Indiana. Director Volbrecht moved to approve Resolution 2021-08 with Scope of Work No. 1 option for the Indy Blvd elevated water tank and Scope of Work No. 2 option for the Ridge Road elevated water tank. Director Tharp seconded. Discussion ensued. Upon a roll call vote, there were (4) affirmations and no negatives, (1) absent. The motion passed.

**WATER WORKS DISTRICT OF HIGHLAND  
Board of Directors  
Resolution No. 2021-08**

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN SUEZ, INCORPORATED AND THE WATER WORKS DISTRICT OF HIGHLAND TO PERFORM PROFESSIONAL LONG-TERM TANK MAINTENANCE FOR THE ELEVATED WATER TANKS LOCATED IN HIGHLAND, INDIANA**

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

**Whereas,** Suez, Incorporated (Consultant) has offered and presented an Agreement to provide and furnish Professional Long-Term Tank Maintenance Services in consideration for fees to be charged and billed; 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 Long-Term Tank Maintenance Agreement (incorporated by reference and made a part of this resolution) between Suez, Incorporated and the Water Works District of Highland for professional long-term elevated water tank maintenance is hereby approved, adopted and ratified in each and every respect;

**Section 2.** That the terms and charges under the agreement for professional long-term elevated water tank maintenance services are found to be reasonable and fair;

**Section 3.** That the Water Works District of Highland, through its Board of Directors, believes that Suez, Incorporated has demonstrated professional competence and qualifications to perform the particular professional 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 25<sup>th</sup> day of March 2021. Having been passed by a vote of 4 in favor and 0 opposed.

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

/s/George A. Smith, President

MASTER SERVICES AGREEMENT  
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between HIGHLAND INDIANA WATER WORKS BOARD OF DIRECTORS, with a principal business address of 3333 Ridge Road, Highland, IN 46322 ("Owner"), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company").

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide services to Owner under the terms set forth herein;

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

**1. Scope.** The Company agrees to provide the Owner with certain services ("Services") set forth on each properly executed Scope of Work ("SOW") to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor and materials to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW independent of any other SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

**2. Term.** The effective date of this Agreement shall be MARCH 26, 2021 ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of an SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

**3. Fees.** For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

**4. Independent Contractor.** Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary,

this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

**5. Insurance.**

Company shall maintain the following:

Commercial General Liability – Bodily Injury & Property Damage Combined Single Limit:

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate limit.

Company shall name the Town of Highland as an “additional insured” on a primary, Non-contributory basis per CG2010 & CG2037 or its equivalent. Also, provide a waiver of subrogation in favor of the Town of Highland.

Auto Liability – All owned, non-owned and hired vehicles with combined single Limit:

\$5,000,000

Professional Liability – Limit:

\$5,000,000 Each claim

\$5,000,000 Aggregate limit

Pollution Liability- Limit:

\$5,000,000 Each Claim

\$5,000,000 Aggregate

statutory minimum Worker's Compensation

Coverage A: Statutory

B: Employers Liability

\$ 2,000,000 each accident

\$ 2,000,000 disease

\$ 2,000,000 each employee

Provide a Waiver of Subrogation in favor of the Town of Highland.

For each type of insurance which Company is required to maintain under this agreement, as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner may's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage is in full force naming the Town of Highland as “additional insured” and providing 30 days written notice of any changes or cancellations. Insurance Carrier. AM Best Carrier Rating of at least A VIII or higher.

**6. Representations.** Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or

bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

**7. Indemnification.** Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner's prompt notification to Company with respect to the pertinent third-party claim(s).

**8. Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

**9. Termination.** This Agreement or any SOW may be terminated by Owner if written notice of termination is received by Company at least ninety (90) days before the commencement of the upcoming Renewal Term. If the notice of termination is not received at least ninety (90) days before the commencement of the upcoming Renewal Term, this Agreement shall renew for the upcoming Renewal Term of one-year, and then terminate at the expiration of that Renewal Term. In the event of termination by Owner, Owner shall pay Company any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s).

**10. Intellectual Property.** The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

**11. Limitation of Liability.** **IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT.** The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law.

**12. Rules of Construction.** In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement,

including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. **Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.**

**13. Miscellaneous.**

**a. Notices.** All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

**b. Entire Agreement; Amendment.** This Agreement and each properly executed SOW supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

**c. Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

**d. Force Majeure.** If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance of any such duty or obligation for the period during which such conditions exist.

**e. Survival of Certain Provisions.** Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and bind the parties and their legal representatives, successors and permitted assigns.

**f. No Waiver.** The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

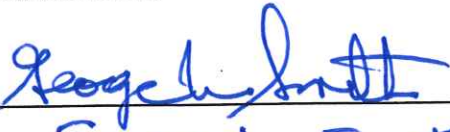


g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.


**OWNER**

HIGHLAND IN WATER WORKS BOARD  
OF DIRECTORS

By:   
Name: George B. Smith  
Title: President  
Date: March 26, 2021

**COMPANY**

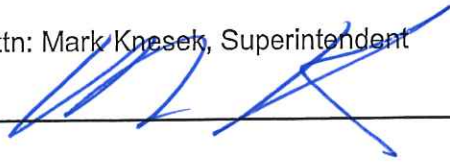
UTILITY SERVICE CO., INC.

By:   
Name: Jonathan Cato  
Title: Senior VP, Advanced Solutions LOB  
Date: March 25, 2021

**Notice Address for Each Party:**

Highland Indiana Water Works Board of Directors

Attn: Mark Knesek, Superintendent

  
\_\_\_\_\_  
\_\_\_\_\_

Utility Service Co., Inc.

Attn: Customer Service Department

535 General Courtney Hodges Blvd

P O Box 1350

Perry, Georgia 31069

AFFIDAVIT

The Undersigned Patricia J. Noler (name), Payroll Manager (position) at UTILITY SERVICE CO. INC., being duly sworn upon his/her oath, does hereby state that UTILITY SERVICE CO. INC., pursuant to I.C. 22-5-1.7, does not knowingly employ unauthorized aliens and participates in the E-Verify Program (the "Program") when it hires new employees to confirm their work eligibility and further acknowledges that it is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

UTILITY SERVICE CO., INC.

By: Patricia J. Noler  
Its: Payroll Manager

Date: 03/26/2021

SCOPE OF WORK NO. 1  
TO THE MASTER SERVICES AGREEMENT BETWEEN  
UTILITY SERVICE CO., INC.

AND

HIGHLAND INDIANA WATER WORKS BOARD OF DIRECTORS

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**WATER TANK MAINTENANCE – 1,000,000 GALLON ELEVATED - HWY 41 TANK**

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1. **Effective Date.** The Effective Date for this Scope of Work No. 1 ("SOW1") shall be MARCH 25, 2021.
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 1,000,000 gallon water storage tank located at 2319 Teakwood Circle, Highland, IN 46322 (hereinafter "tank"). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW1 will automatically renew for successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company's Responsibilities.** This SOW1 outlines the Company's responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance include the following:
  - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
  - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
  - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW1. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
  - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of Indiana**, the American Water Works Association, and the Association for Materials Protection and Performance, or successor, as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW1. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

**I. Mixing System Installation and Service.**

1. The Company shall install an active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX 250 active mixing system along with its component parts.
3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.
4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 3.B shall be followed in this circumstance.

J. The exterior surfaces will be pressure washed once every five years.

K. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that in this circumstance, the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation, repairs and PAX installation** prior to the end of **Contract Year 1**. The annual fee for Contract Year 1 shall be **\$868,510.00**. The annual fee for Contract Year 2 shall be **\$53,735.00**. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 3.6% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.

5. **Payment Terms.** The annual fee for **Contract Year 1**, plus all applicable taxes, shall be due and payable **upon completion of the initial exterior renovation, interior renovation, repairs and PAX installation**. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each **Contract Year, thereafter**. Furthermore, if the Owner elects to terminate this SOW1 prior to remitting the first annual fee, then unpaid balance of the first annual fee shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW1. Said modification of this SOW1 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The Owner is responsible for removing all cell antenna, coax cable and cell equipment off the tank prior to the exterior renovation.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this SOW1 is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

8. **Excluded Items.** This SOW1 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW1; except for the initial exterior renovation in Contract Year 1; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of

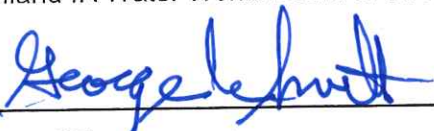
terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. **Visual Inspection Disclaimer.** This SOW1 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

The SOW1 is executed and effective as of the date last signed by the parties below.

OWNER

Highland IN Water Works Board of Directors

By: 


Name: George A. Smith

Title: President

Date: MARCH 25, 2021

COMPANY

Utility Service Co., Inc.

By: 

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: March 25, 2021

## Initial Upfront Renovation Specification

### Year 1 (2021)- Exterior

1. All exterior surfaces shall be abrasive blast cleaned to a SSPC-SP No. 6 "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 2A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
4. One (1) full primer coat of Tnemec Series 91 or 94H2O or equivalent zinc coating shall be applied to 100% of exterior surfaces.
5. One (1) full intermediate coat of Tnemec Series 66 epoxy or equivalent coating shall be applied to 100% of exterior surfaces.
6. One (1) full finish coat of Tnemec Series 72 urethane or equivalent coating shall be applied to 100% of exterior surfaces.
7. Coat concrete foundations.
8. Apply logos

### Repairs

1. Install Interior Riser Grate
2. Install Access Ladder Cable Safety Climb Device
3. Install Interior Ladder

### Year 1 (2021)-Interior

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
  - Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy or equivalent shall be applied at the manufacturer's recommended thickness.
  - Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy or equivalent shall be applied at the manufacturer's recommended thickness.
    - a. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
    - b. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.

6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly. During this Year 1 work, additional neutralization/alternate disposal shall be provided at no additional cost to the Owner if the test results confirm hazardous status of the wastes.
7. The Tank shall be sealed and made ready for service.

#### Mixing System

1. Install a PWM 250 Active Mixing System



SCOPE OF WORK NO. 2  
TO THE MASTER SERVICES AGREEMENT BETWEEN  
UTILITY SERVICE CO., INC.

AND

HIGHLAND INDIANA WATER WORKS BOARD OF DIRECTORS

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**WATER TANK MAINTENANCE – 500,000 GALLON ELEVATED - RIDGE ROAD TANK**

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1. **Effective Date.** The Effective Date for this Scope of Work No. 2 ("SOW2") shall be MARCH 26, 2021.
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at 3738 Ridge Road, Highland, IN 46322 (hereinafter "tank"). This SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW2 will automatically renew for successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company's Responsibilities.** This SOW2 outlines the Company's responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance include the following:
  - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
  - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
  - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW2. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
  - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of Indiana**, the American Water Works Association, and the Association for Materials Protection and Performance, or successor, as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW2. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

**I. Mixing System Installation and Service.**

1. The Company shall install an active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX 150 active mixing system along with its component parts.
3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.
4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 3.B shall be followed in this circumstance.

J. The exterior surfaces will be pressure washed once every five years.

K. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that, in this circumstance, the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The tank shall receive **repairs and PAX installation** prior to the end of Contract Year 1. The tank shall receive an **exterior renovation, wet-interior renovation and dry-interior touch up** prior to the end of Contract Year 7. The first six (6) annual fees shall be **\$10,000.00** per Contract Year. The annual fees for years 7 through 9 shall be **\$150,874.00** per Contract Year. The annual fee for Contract Year 10 shall be **\$44,412.00**. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 3.6% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW2.
5. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable **upon completion of the initial repairs and PAX installation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** Furthermore, if the Owner elects to terminate this SOW2 prior to remitting the first nine (9) annual fees, then the balance of work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW2. Said modification of this SOW2 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.
- The Owner is responsible for removing all cell antenna, coax cable and cell equipment off the tank prior to the exterior renovation.
- The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this SOW2 is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.
8. **Excluded Items.** This SOW2 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW2; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or

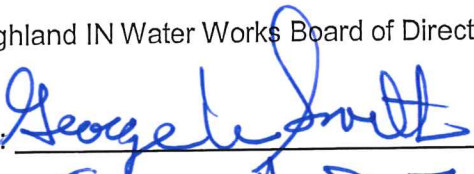
(10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. **Visual Inspection Disclaimer.** This SOW2 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

The SOW2 is executed and effective as of the date last signed by the parties below.

OWNER

Highland IN Water Works Board of Directors

By: 

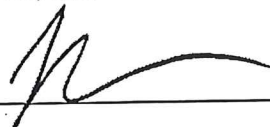
Name: George A. Smith

Title: President

Date: March 26, 2021

COMPANY

Utility Service Co., Inc.

By: 

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: March 25, 2021

## Initial Upfront Renovation Specification

### Year 1 (2021)

#### Repairs

1. Install Interior Ladder

#### Mixing System

1. Install a PWM 150 Active Mixing System

### Year 7 (2027)-Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
6. Retrace (2) Logos

### Year 7 (2027)-Wet-Interior

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
  - Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy or equivalent shall be applied at the manufacturer's recommended thickness.
  - Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy or equivalent shall be applied at the manufacturer's recommended thickness.
    - a. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
    - b. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly. During this Year 7 work, additional

neutralization/alternate disposal shall be provided at no additional cost to the Owner if the test results confirm hazardous status of the wastes.

7. The Tank shall be sealed and made ready for service.

**Dry-Interior**

1. Coatings touch up

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 BANK CODE: 04

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 062 CONSUMER DEPOSIT						
Dept 0000						
062-0000-20200	DEPOSIT REFUND	90954	ASODO ADA	CON DEPOSIT REFUND: 026-16025-20	17.07	
062-0000-20200	DEPOSIT REFUND	91113	BATES MARY	CONSUMER DEPOSIT REFUND: 028-17118-	3.42	
062-0000-20200	DEPOSIT REFUND	90955	MORRIS ANTHONY & HOLLY	CON DEPOSIT REFUND: 026-16528-02	6.26	
062-0000-20200	DEPOSIT REFUND	90991	TOTH DONALD	CON DEPOSIT REFUND: 071-32023-16	4.71	
062-0000-20200	DEPOSIT REFUND	91254	WILSON ENJOLI	CON DEP REFUND: 029-18001-09	35.33	
Total For Dept 0000					66.79	
Total For Fund 062 CONSUMER DEPOSIT					66.79	
Fund 064 WATER OPERATING						
Dept 0000						
064-0000-00100	FEB 21 POSTAGE FOR 8665 BILLS	91020	LITHOGRAPHIC COMMUNICATIONS	FED 2021 UTILTY BILL MAILINGS	3,464.36	23056
064-0000-00100	D/S MISC TH GARAGE 750-201-0029	1081	NORTHERN IN PUBLIC SERVICE	D/S MISC TH GARAGE 750-201-002-4	1,174.96	23057
064-0000-00100	501-260-007-7	91077	NORTHERN IN PUBLIC SERVICE	CWATER MULT	9,917.13	999300
064-0000-00100	METER#17625365 UNITS 38135	91086	HAMMOND WATER WORKS DEPARTME	#9624410000 WATER USAGE 1/29-2/26/:	19,067.50	23058
064-0000-00100	METER#18840149 UNITS 44068	91087	HAMMOND WATER WORKS DEPARTME	#962410107 WATER USAGE 1/29-2/26/2:	22,034.00	23059
064-0000-00100	1470.7 GAL UNLEADED	91129	TOWN OF HIGHLAND GASOLINE FUI	D/S FUEL BY USAGE - WATER	4,476.48	23060
064-0000-00100	55-5 WASH & WAX CONCENTRATE	91304	1ST AYD CORPORATION	SAFETY EQUIPMENT AND CLEANER FOR W	364.49	
064-0000-00100	35200 ASTORIA SELECT TAD ROLL	91335	AJAX SANITARY SUPPLY CO, INC	PAPER TOWELL, WIPES, SOAP FOR WATE	308.21	
064-0000-00100	2/1/2021 INVOICE #337-366331	91305	AUTO-WARES	FEBRUARY INVOICES FOR WATER DEPT.	1,300.65	
064-0000-00100	2021 ANNUAL CONFERENCE	91336	AWWA INDIANA CHAPTER	AWWA ANNUAL CONFERENCE - FRENCH LI	125.00	
064-0000-00100	D/S 2021 CONSULTING SERVICES	91108	BAKER TILLY MUNICIPAL ADVISOR	D/S 2021 CONSULTING SERVICES-WATER	2,743.75	
064-0000-00100	D/S WATER FOR BANK RECS	91111	BAKER TILLY MUNICIPAL ADVISOR	D/S WATER BANK RECONCILIATION	301.75	
064-0000-00100	D/S WATER FOR BANK RECS	91343	BAKER TILLY MUNICIPAL ADVISOR	D/S WATER BANK RECONCILIATION	798.75	
064-0000-00100	500 BUSINESS CARDS: AARON KRES	91306	BAXTER PRINTING INC	BUSINESS CARDS FOR WATER DEPT.	25.00	
064-0000-00100	METER READING FORMS, 8.5X5.5,	91307	BAXTER PRINTING INC	METER FORMS & BUSINESS CARDS FOR W	273.00	
064-0000-00100	LONG VALVE BOX ASSEMBLY 48IN	191308	C & M PIPE & SUPPLY CO INC	VALVE BOXES FOR WATER DEPT.	675.00	
064-0000-00100	FEB CYLINDER RENTAL	91309	GREAT LAKES WELDING	CYLINDER RENTAL FOR FEB 2021	58.80	
064-0000-00100	C300IAL CAMLOCK FEMALE HOSE SH	91310	HOSE CONNECTIONS INC	SHANKS AND CLAMP FOR WATER DEPT.	171.12	
064-0000-00100	JANUARY 811 TICKETS	91311	IUPPS,INC	811 TICKETS FOR THE MONTH OF JANUA	110.20	
064-0000-00100	GEORGE SMITH 601144258 2021	91244	KEYSTONE BONDING&SURETY AGEN	WATERWORKS BOARD BOND 1/1/2021-1/1,	100.00	
064-0000-00100	2/20/2021 157703 3/4" STONE	91312	KROOSWYK MATERIALS, INC	STONE FOR WATER DEPT.	315.00	
064-0000-00100	2/23/2021 242022 IND 53 STONE	91313	KROOSWYK TRUCKING & EXCAVATI	STONE FOR WATER DEPT.	1,629.43	
064-0000-00100	3051455 OLATE MOUNTING LOW VOI	91314	LINDY'S ACE HARDWARE,INC	PLATE MOUNTING FOR WATER DEPT.	9.96	
064-0000-00100	FASTENERS	91315	LINDY'S ACE HARDWARE,INC	FASTENERS AND THREAD ROD FOR WATER	11.13	
064-0000-00100	HV4100.00 REPLACEMENT BATTERY	91316	LIVING WATERS COMPANY,INC	BATTERIES FOR CHLORINE ROOM WATER	167.21	
064-0000-00100	1/5 HIGHLAND'S SHARE	91317	LONDON WITTE GROUP, LLC	JANUARY SERVICES FOR HAMMOND WATER	2,449.00	
064-0000-00100	ANNUAL SUBSCRIPTION	91318	M E SIMPSON COMPANY INC	ANNUAL SUBSCRIPTION TRIMBLE 5/9 -	3,000.00	
064-0000-00100	4890964 CONNECTOR	91319	MCCANN INDUSTRIES,INC	CONNECTOR,GASKET AND BUCKET TOOTH	324.94	
064-0000-00100	442689A1 POINT BUCKET TOOTH	91320	MCCANN INDUSTRIES,INC	POINT BUCKET TOOTH FOR WATER UNIT	108.30	
064-0000-00100	BOILER REPAIR TOWNHALL	91337	MECHANICAL CONCEPTS, INC.	REPAIR BOILER AT TOWNHALL	1,815.94	
064-0000-00100	TOTES TH LEAKS INVOIC 63752 AC	90985	MENARDS	TOTES FOR TOWN HALL WATER LEAK	39.90	
064-0000-00100	5554742 ELMER'S WOOD FILLER WH	91321	MENARDS	WOOD FILLER AND RUBBER WASH FOR WA'	18.95	
064-0000-00100	HAMMER, CLAMPS,TRIM, FLOORING	91322	MENARDS CORP - SCHERERVILLE	CLAMPS, TRIM, FLOORING FOR WATER DI	491.33	
064-0000-00100	COLIFORM SAMPLING FOR FEB	91323	MICROBAC LABORATORIES,INC	COLIFORM SAMPLING FOR FEB 2021 - W'	672.00	
064-0000-00100	GENERAL CONSULTING WB	91324	NIES ENGINEERING, INC.	GENERAL CONSULTING THRU 2/19 - WAT	967.96	
064-0000-00100	PUMP INSPECTION	91325	NORTHERN INDIANA MECHANICAL	ANNUAL INSPECTION GAS PUMPS	345.00	
064-0000-00100	SERVICES RENDERED	91338	ROBERT F TWEEDLE	SERVICES RENDERED FEB THRU MARCH 1'	5,795.00	
064-0000-00100	PARTS FOR REPAIR	91326	RUSH TRUCK CENTERS OF INDIAN	TURBOCHARGER,GASKETS, CLAMPS FOR W	7,155.85	
064-0000-00100	RELAY VLV A/M	91327	RUSH TRUCK CENTERS OF INDIAN	VALVES AND CONNECTORS FOR WATER UN	235.50	
064-0000-00100	6508-76279 GALLON B41T2654 PM	91328	SHERWIN WILLIAMS CORP	PAINT FOR WATER DEPT.	31.08	
064-0000-00100	JAN MONITORING FEES	91329	STANLEY CONVERGENT SECURITY	JAN MONITORING FEES FOR PW	121.58	

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 BANK CODE: 04

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 064 WATER OPERATING						
Dept 0000						
064-0000-00100	1ST QTR MONITORING FEES	91339	STANLEY CONVERGENT SECURITY	1ST QTR MONITORING FEES FOR TOWNHA:	262.44	
064-0000-00100	FEBRUARY MONITORING FEES	91340	STANLEY CONVERGENT SECURITY	FEB MONITORING FEES PW	121.58	
064-0000-00100	BLUE FLAGS	91341	USA BLUE BOOK	BLUE FLAGS/ CURB STOP KEY FOR WATEI	198.94	
064-0000-00100	261-069012-000 6X12 REPAIR CLA	91330	UTILITY SUPPLY COMPANY	REPAIR CLAMPS FOR WATER DEPT.	1,095.42	
064-0000-00100	CR303-242-36 30" DUC CLAMP X	391331	UTILITY SUPPLY COMPANY	30 INCH REPAIR CLAMP FOR WATER DEP'	6,065.00	
064-0000-00100	H10033-250N 3/4 MUELLER CC PLU	91332	UTILITY SUPPLY COMPANY	CC PLUGS FOR WATER DEPT.	468.30	
064-0000-00100	634-1261-212 TROMBETTA SOLENOI	91334	WHOLESALE DIRECT, INC	TROMBETTA SOLENOID 12V FOR WATER DI	135.46	
064-0000-16000	WATER BASE	90957	F RICHARD CASTILLO III	UB refund for account: 072-32048-5:	2.70	
064-0000-16000	WATER USAGE	90956	NEIYNCK BROCKTON	CONSUMER REFUND: 015-12022-33	15.83	
064-0000-23600	WATER SALES TAX	91093	INDIANA DEPT OF REVENUE	FEBRUARY 2021 WATER SALES TAX	15,660.84	999301
064-0000-34023	HEALTH INS	91117	TOWN OF HIGHLAND INS FUND (V	MARCH 2021 HEALTH/LIFE INS PREM WA'	21,318.95	23061
064-0000-34043	LIFE INS	91117	TOWN OF HIGHLAND INS FUND (V	MARCH 2021 HEALTH/LIFE INS PREM WA'	121.40	23061
064-0000-45200	WATER OPER TRANSFERS GROSS	90964	PAYROLL ACCOUNT	2-26 PRL D/S TRANSFER WATER	32,855.28	23015
064-0000-45200	WATER OPER TRANSFERS GROSS	91141	PAYROLL ACCOUNT	3/12PRL D/S TRANSFER WATER	34,490.19	23062
Total For Dept 0000					206,007.54	
Total For Fund 064 WATER OPERATING					206,007.54	
Fund 066 WATER IMPROV						
Dept 0000						
066-0000-34301	2" E-CODER REGISTER	91333	WATER RESOURCES	2" E-CODER REGISTER	191.08	
Total For Dept 0000					191.08	
Total For Fund 066 WATER IMPROV					191.08	



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GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 062 CONSUMER DEPOSIT	66.79
Fund 064 WATER OPERATING	206,007.54
Fund 066 WATER IMPROV	191.08

206,265.41

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	\$66.79
064	Water Works Operating	\$206,007.54
066	Water Improvements	\$191.08
068	Water Capital	\$0.00
<hr/>		
Total		\$206,265.41

Director Dabrowski moved to approve the claims per the March 25, 2021 docket in the amount of \$206,265.41. Director Tharp seconded. Upon a roll call vote, there were (4) affirmations and no negatives, (1) absent. The motion passed.

**Next Meeting:**

The next Plenary Meeting will be held on Thursday, April 22, 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 7:41 p.m.

Respectfully Submitted,



Kim Webb, Recording Secretary