

**Enrolled Minutes of the Ninety-Third Regular Meeting or Special Meeting
For the Twenty-Ninth Highland Town Council Regular Plenary
Business Meeting (Electronic/In person Hybrid) Monday, May 22, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, May 22, 2023 at 6:30 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

*This meeting was convened as both an in person and an electronic meeting. Some persons were participating remotely on a Zoom platform that allowed for real time interaction, and supported the public's ability to observe and record the proceedings. People were able to participate in person and remotely. When the agenda item provided for public comment, this was supported as well. Councilor Zemen, Councilor Toya Smith, Councilor Tom Black, Councilor Schocke, Councilor Roger Sheeman all participated in person.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding in the plenary meeting room before the president called the meeting to order.

The Town Council President Tom Black presided. The Town Clerk-Treasurer, Mark Herak, was present to memorialize the proceedings. The meeting was opened with Councilor Roger Sheeman reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

Roll Call: Present on roll call were Councilors Bernie Zemen, Toya Smith, Mark J. Schocke, Thomas Black, Roger Sheeman were present. Clerk-Treasurer, Mark Herak was also present. A quorum was attained.

Additional Officials Present: Alex Brown, CPRP, Superintendent of Parks and Recreation was remote. Mark Knesek, Public Works Director, John Reed, Attorney with Abrahamson, Reed & Bilsse, Metropolitan Police Chief Ralph Potesta; William R. Timmer, Jr., CFOD, Fire Chief and Kenneth J. Mika, Building Commissioner; Redevelopment Director Maria Becerra, and Ed Dabrowski, Director of Information Technology were present.

Guests: Theresa Badovich (remotely) and Robin Carlascio (remotely) of the Idea Factory were also present.

Minutes of the Previous Meetings: The minutes of the May 8, 2023 Plenary meeting were approved by general consent.

Special Orders: none

Comments from the Public or Visitors:

Communications:

Coffee with a Cop- May 24th, Sip Coffee House 9 o'clock a.m. -11 o'clock a.m.

May 29th (Memorial Day) is also the 5th Monday of the month and there is no Town Council Study Session Meeting

Highland Memorial Day Ceremony -10 o'clock a.m. at Main Square

Highland Shred Day – June 3rd 8 o'clock a.m. to noon at the Public Works Garage

Garbage/Recycling will be May 31st not May 30th that week.

Staff Reports: The following staff report was received and filed.

2023
 TOWN OF HIGHLAND INJURIES FOR THE MONTH
APRIL

CASE	DATE	DEPARTMENT	DESCRIPTION	Record Only No Med Treatment	OSHA Recordable	Not OSHA Recordable	Filed with WC Insurance
	OF INJURY						
			No Injuries for the Month				

RO = Record Only

DEPT	2023		TOTAL	2023			
	INJURIES	YEAR TO		RESTRICTED	LOST DAYS	RESTRICTED	LOST DAYS
	THIS MONTH	DATE	2022	DAYS THIS YEAR	THIS YEAR	DAYS 2022	2022
PARK & REC			3	8	51		25
FIRE							
POLICE	2	4	7	33	41		67
STREET			1				44
WATER SEWER		1	1				
MAINTENANCE			5				77
OTHER							
TOTALS	2	5	17	41	92	0	213

Effective January 1, 2002 OSHA changed the recordkeeping guidelines. We now count the number of days lost from the day after the injury until the employee returns to work. Weekends, holidays, vacation days or other days scheduled off are included in the lost days count to a maximum of 180 days

Mark Herak

From: Denise Beck
Sent: Friday, May 12, 2023 2:07 PM
To: Mark Herak; Chad Kinley
Subject: April Fire Department Stats

Good Afternoon Mark and Chad,

Types of Calls:	2023	YTD
General Alarms	7	36
Paid Still Alarms	38	113
Totals	45	149

Chief Report:

Inspections	17
Code Consultations	6
After Hours Meeting	13.5 hours
After Hours Fire Calls	39 hours

Denise Beck
Highland Fire Department
2901 Highway Ave.
Highland, IN 46322
(219)-923-9876

Appointments:

• **Statutory Boards and Commissions**

Executive Appointments

1. **Economic Development Commission.** (1) Appointment to be made by the municipal executive, but requiring nomination from the Town Council. Term ends just before February 1st. *(Currently the position is vacant)*
 - a. Nomination by the Town Council. *(The council would pass a motion to nominate.)*
 - b. Appointment by executive. *(If nominee is acceptable, the Town Council President may appoint.)*

The Town Council President, as municipal executive, said he would delay this appointment until a later date.

Home Rule Boards and Commissions

2. • **Tree Board:** (1) appointments, to be made by the municipal executive, but requiring nomination from the Town Council. (*Position currently held by Natalie Stromberg.*)
 - a. Nomination by the Town Council. (*The council would pass a motion to nominate.*)
 - b. Appointment by executive. (*If nominee is acceptable, the Town Council President may appoint.*)

Legislative Appointments

Regional Statutory Commissions or Boards

Home Rule Commissions

1. **Main Street Bureau Board:** (17) appointments to be made by the Town Council. Term: Two years ending 1 Jan 2025. *There are currently 8 of the 17 in place and serving. Currently serving are Rhonda Bloch, Teri Yovkovich, Renee Reinhart, Alex Robertson, Diane Barr-Roumbus, James Roumbus, Sandy McKnight, Al Simmons and Ben Reinhart.*
2. **Community Events Commission** *Multi-year positions:* (4) appointments to be made by the Town Council. **Term: 4 years.** (*Note: Currently vacant*)

Single year positions: (8) appointments to be made by the Town Council. **Term: 1 year.** (*Note: There are currently 7 of the 8 in place and serving, Jack Rowe, Carol Parker, Maria Armagast, Michelle Coon, Linda Carter, Rachael Carter, Erica Fizer Katsepas*)

General Orders and Unfinished Business: None

New Business:

1. Works Board Order Number 2023-15: An Order of the Works Board Accepting the Performance Agreements with: John Measner for Measner Magic Productions, Inc.; Michelle Zylo for Michelle's Dance Studio; for Professional Entertainment and Stage Services for the Town of Highland Associated with the 2023 Independence Day Festivities and to comply with IC 22-5-1.7 et seq.

Councilor Zemen moved the passage and adoption of Works Board No. 2023-15.
Councilor Schocke seconded.

Discussion: Councilor Sheeman questioned why the fees being paid weren't listed in the Works Board Order. The Clerk-Treasurer directed the Council to the last page of the Works Board Order which listed the fees being paid.

There being no further discussion, the Council President called for the question.

Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. Works Board Order 2023-15 was adopted pending the signature of the Town Executive.

Town of Highland
Board of Works
Order of the Works Board 2023-15

An Order of the Works Board Accepting the Performance Agreements for Professional Entertainment and Stage Services for the Town of Highland, Associated with Independence Day Festivities, and to Comply with the Provisions of IC 22-5-1.7 et seq.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, annually marks the anniversary of the Nation's declaration of Independence with appropriate festivals including live musical performance as entertainment;

Whereas, The Community Events Commission has received Performance Agreements for professional entertainment and stage services for the Town of Highland to be conducted during the 2023 Independence Day Festival;

Whereas, The Community Events Commission favorably recommends to the purchasing agency, the approval of the Performance Agreements for professional entertainment and stage services for the Town of Highland to be conducted during the 2023 Independence Day Festival;

Whereas, These professional services owing to their unique requirements and character, as a service, may be purchased in a manner that is determined to be reasonable, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(1) of the HMC serves as purchasing agency for the Municipality and its executive departments except those executive departments which are expressly subject to the purchasing authority of a relevant governing board of jurisdiction; and

Whereas, The aggregate fees for Professional Entertainment and Stage Services for the five (5) days of The Town of Highland's 2023 Independence Day Festival exceeds \$15,000.00, pursuant to Section 3.05.040 (C) and Section 3.05.050(B)(3) of the HMC requires the express approval of the purchasing agency; and

Whereas, The purchase of services will be supported by the several funds of the Town and there is sufficient appropriation or resources in order to support the purchase of services; and

Whereas, The Town Council now desires to approve, authorize and allow the purchase of services pursuant to the terms stated herein,

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

Section 1. That the Performance Agreements for professional entertainment services as set forth in the agreements, for all of the days of the event, for: John Measner for Measner Magic Productions, Inc.; Michelle Zylo for Michelle's Dance Studio; is hereby accepted, approved and adopted;

Section 2. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 3. That the Clerk-Treasurer is hereby authorized to issue and to execute all documents necessary to implement the purchase of services thereof;

Section 4. That the proper officers of the municipality are hereby authorized to identify the proper funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 22nd day of May 2023 having passed by a vote of 5 in favor and 0 opposed.

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

Tom Black, President (IC 36-5-2-10)

Attest:

Mark Herak
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

Name of Act	Contract Price
Measner Magic Productions, Inc.	\$725
Michelle's Dance Center	no charge

2. Works Board Order No. 2023-14: A joint resolution of the Board of Works, Water Board of Works and the Sanitary Board accepting and awarding the bid for the Parkway Drive improvement project to Grimmer Construction in the amount of \$1,302,719 as the lowest responsive and responsible bid.

Attorney Reed verified the proof of publication was in order.

Councilor Smith moved the passage and adoption of Works Board Order No. 2023-14. Councilor Schocke seconded.

Discussion: Public Works Director Mark Knesek said the bids actually came in a little lower than our Engineer's estimate. We're really happy with Grimmer construction as they are a local group. They were roughly 13% lower than the next closest bid. If you'd like, Derek Snyder could break it down for you. I thought we did fairly well as we were expecting a lot higher pricing.

He was asked by the Council when he anticipated the start of the project.

Mark Knesek said both the Water Board, which meets this Thursday and the Sanitary Board which meets in 2 weeks, need to approve the Works Board Order. After approval from the Sanitary Board, Grimmer Construction can start ordering supplies.

Upon a roll call vote, there were five (5) affirmatives and no negatives. Works Board Order 2023-14 was adopted pending the signature of the Town Executive.

**TOWN OF HIGHLAND
BOARD OF WORKS
ORDER OF THE WORKS BOARD NO. 2023-14**

**WATER WORKS DISTRICT OF HIGHLAND
BOARD OF WATER WORKS DIRECTORS
RESOLUTION NO. 2023-06**

**SANITARY DISTRICT OF HIGHLAND
BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2023-11**

A Joint Resolution of the Board of Works, Water Works Board and Sanitary Board Accepting and Awarding a Bid to Grimmer Construction, Inc. for the Parkway Drive

Improvement Project in the Total Base Bid Amount (Contracts 1 and 2 Combined) of \$1,302,719.00 as the Lowest Responsive and Responsible Bid

Whereas, The Town of Highland, through its Board of Works pursuant to IC 36-1-2-24(3) and IC 36-1-12, has determined the need to make certain public improvements and repairs to roadway infrastructure along the 8600-8800 blocks of Parkway Drive and a 150-ft portion of Kenilworth Avenue directly adjoining Parkway Drive (including pavement, curb and gutter, sidewalk, driveway aprons and parkway trees) and has hereto approved a project to be described as the Parkway Drive Improvement Project (Project); and

Whereas, The Water Works District of Highland (WW District), through its Board of Directors pursuant to IC 8-1.5-4 and IC 36-1-12, has determined the need to replace and upsize the existing water mains 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 Water Works District to coordinate the work with the Project; and has 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), through its Board of Commissioners pursuant to IC 36-9-25 and IC 36-1-12, has determined the need to replace certain storm sewer infrastructure within the Project boundaries, as described herein; has determined that it would be in the best interest of the Sanitary District to coordinate the work with the Project; and has agreed to fund its share of the construction costs and engineering services necessary to complete the work; and

Whereas, the Town of Highland has applied for and was successfully awarded a Community Crossings Matching Grant from the State of Indiana in the amount of Three Hundred Eighty-five Thousand Three Hundred Fifty-six Dollars and No Cents (\$385,356.00) to be used toward the cost of street and storm sewer improvements for the Project; and

Whereas, the Town of Highland has applied for and was successfully awarded a Grant from the Council of Lake County, Indiana through its appropriation of County reserve revenue funds in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) to be used toward the cost of water main improvements for the Project; and

Whereas, NIES Engineering, Inc. has prepared plans and specifications for the Project, on behalf of the Board of Works, Water Works Board and Sanitary Board; has divided the Project in two Contracts (Contract 1 – Water Main Replacement and Contract 2 – Street Improvements [2023-1 CCMG: Des. No. 2300395]); and has stipulated that both Contracts be awarded together to a single bidder with the lowest overall bid for the project as determined by the Total Base Bid amount (Contracts 1 and 2 combined); and

Whereas, the Project was bid in accordance with IC 36-1-12, with notice published in accordance with IC 5-3-1; and

WHEREAS, THE FOLLOWING BIDS WERE RECEIVED AT 10:00 A.M. ON MAY 22, 2023:

<u>CONTRACTOR</u>	<u>CONTRACT 1</u>	<u>CONTRACT 2</u>	<u>TOTAL BASE BID</u>
GRIMMER CONSTRUCTION, INC.	\$598,368.00	\$704,351.00	\$1,302,719.00
GATLIN PLUMBING & HEATING, INC.	\$700,000.00	\$700,000.00	\$1,400,000.00
RIETH-RILEY CONSTRUCTION CO., INC.	\$614,777.90	\$957,753.90	\$1,572,531.80
DYER CONSTRUCTION CO., INC.	\$953,692.89	\$763,585.74	\$1,717,278.63
ENGINEER'S ESTIMATE	\$682,252.00	\$812,690.00	\$1,494,942.00

Whereas, NIES Engineering, Inc. and the Public Works Director have reviewed the bids and determined the bid from Grimmer Construction, Inc. in the Total Base Bid amount (Contracts 1 and 2 combined) of One Million Three Hundred Two Thousand Seven Hundred Nineteen Dollars and No Cents (\$1,302,719.00) to be the lowest responsive and responsible bid.

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

Whereas, The Town of Highland, through its Board of Works, now desires to accept the recommendations of the Engineer and Public Works Director and award the bid for the Project to Grimmer Construction, Inc. in the amount of \$376,644.00 as the Works Board's share for street improvements; and

Whereas, The WW District, through its Board of Directors, now desires to accept the recommendations of the Engineer and Public Works Director and award the bid for the Project to Grimmer Construction, Inc. in the amount of \$822,053.00 as the Water Works Board's share for water main improvements; and

Whereas, The SD District, through its Board of Commissioners, now desires to accept the recommendations of the Engineer and Public Works Director and award the bid for the Project to Grimmer Construction, Inc. in the amount of \$104,022.00 as the Sanitary Board's share for storm sewer improvements.

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

Section 1. That the Bid of Grimmer Construction, Inc. in the Total Base Bid amount (Contracts 1 and 2 combined) of One Million Three Hundred Two Thousand Seven Hundred Nineteen Dollars and No Cents (\$1,302,719.00) for the Parkway Drive Improvement Project is hereby accepted as the lowest responsive and responsible bid.

Section 2. That the Town of Highland, through its Board of Works, acknowledges and approves its share of the work for the Parkway Drive Improvement Project in the amount of Three Hundred Seventy-six Thousand Six Hundred Forty-four Dollars and No Cents (\$376,644.00);

Section 3. That the Water Works District of Highland, through its Board of Directors, acknowledges and approves its share of the work for the Parkway Drive Improvement Project in the amount of Eight Hundred Twenty-two Thousand Fifty-three Dollars and No Cents (\$822,053.00);

Section 4. That the Sanitary District of Highland, through its Board of Commissioners, acknowledges and approves its share of the work for the Parkway Drive Improvement Project in the amount of One Hundred Four Thousand Twenty-two Dollars and No Cents (\$104,022.00);

Section 5. That the Public Works Director is authorized to execute the agreement and all documents necessary to implement the Project.

Duly Adopted, Resolved and Ordered by the Town of Highland, Board of Works, Lake County, Indiana, this 22nd day of May, 2023. Having been passed by a vote of 5 in favor and 0 opposed.

**TOWN OF HIGHLAND, INDIANA
BY ITS BOARD OF WORKS:**

Tom Black, President

Attest:

Mark Herak, Clerk-Treasurer

Duly Adopted, Resolved and Ordered by the Highland Water Works District, Board of Directors, Lake County, Indiana, this 25th day of May, 2023. Having been passed by a vote of 5 in favor and 0 opposed.

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

George A. Smith, President

Attest:

Richard E. Volbrecht Jr., Secretary

Duly Adopted, Resolved and Ordered by the Highland Sanitary District, Board of Commissioners, Lake County, Indiana, this 6th day of June, 2023. Having been passed by a vote of ____ in favor and ____ opposed.

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

Richard J. Garcia, President

Attest:

David Jones, Secretary



May 22, 2023

Mr. Tom Black, President
Highland Board of Works
Mr. George A. Smith, President
Highland Water Works Board of Directors
Mr. Richard J. Garcia, President
Highland Sanitary Board of Commissioners
3333 Ridge Road
Highland, IN 46322

RE: Parkway Drive Improvement Project
Contract 1 – Water Main Replacement
Contract 2 – Street Improvements (2023-1 CCMG: Des. No. 2300395)
Report on Bids Received

Dear Presidents Black, Smith and Garcia:

In accordance with your instructions, bids for the “Parkway Drive Improvement Project” have been tabulated and reviewed. Findings and recommendations from this review are presented.

1. General

Bids were received, opened and read aloud at 10:00 A.M., Local Prevailing Time, on May 22, 2023, in accordance with an Invitation to Bid published on May 8 and 15, 2023 in the Times. As stipulated in the Invitation to Bid, Contracts 1 and 2 are to be awarded together to the responsive and responsible bidder with the lowest overall bid, based on the Total Base Bid for Contracts 1 and 2 combined.

2. Bids Received

Bids were received from four bidders. The bidders, amount of their bid, and Engineer’s Opinion of Probable Cost are shown on the enclosed Bid Tabulation. The lowest Total Base Bid (Contracts 1 and 2 combined) for the project is 12.9% lower than the Engineer’s Opinion of Probable Cost.

3. Irregularities

The second highest bidder, Rieth-Riley Construction Co., Inc., had a mathematical error in calculating the item extension amount for Contract 1 Bid Item 19. The corrected Total Base Bid is \$340.70 less than the written Total Base Bid.

4. Qualifications of Bidders

The apparent low bidder, Grimmer Construction, Inc., is considered qualified to construct the “Parkway Drive Improvement Project”.

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♦
w w w . n i e s e n g i n e e r i n g . c o m

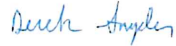
5. Opinion

It is our opinion that the "Parkway Drive Improvement Project" should be awarded to Grimmer Construction, Inc. in the Total Base Bid amount (Contracts 1 and 2 combined) of \$1,302,719.00 as the lowest responsive and responsible bidder.

Based on the unit price schedule of this low bid, the construction cost allocation among the three Boards would be as follows: \$376,644.00 to the Board of Works for street improvements, \$822,053.00 to the Water Works Board for water main improvements and \$104,022.00 to the Sanitary Board for storm sewer improvements, as shown on the enclosed Preliminary Bid Breakdown. Grants from the State of Indiana (2023-1 CCMG) and Lake County (Reserve Revenue Funds) would be used to offset some of the project costs.

Our recommendation on award is subject to the opinions of the Boards' Attorneys.

Yours very truly,
NIES Engineering, Inc.



Derek R. Snyder, P.E.
Vice President

cc:	Highland Board of Works	Mr. Mark Herak
	Highland Water Works Board	Mr. John Reed
	Highland Sanitary Board	Mr. Robert Tweedle
	Mr. Mark Knesek	

Parway Drive Improvement Project
 Contract 1: Water Main Replacement
 Contract 2: Street Improvements (DOTS & CC&G; Det. No. 2302093)
 Preliminary Bill Breakdown

Bills Received on May 23, 2023 at 10:00 AM		Gritmeyer Construction, Inc.		Quantities (By Receipt)				Total Amount (By Receipt)	
Item	Description	Quantity	Unit	Unit Price	Amount	Board of Works	Water Works Board	Board of Works	Water Works Board
1	Utilization and Demobilization	1	LS	\$ 50,000.00	\$ 50,000.00	0.55	0.30	\$ 27,500.00	\$ 15,000.00
2	Maintenance of Traffic	1	LS	\$ 22,000.00	\$ 22,000.00	0.55	0.30	\$ 12,100.00	\$ 6,600.00
3	Curb and Gutter, Concrete, Remove	700	LF	\$ 15.00	\$ 10,500.00	0.75	0.35	\$ 5,250.00	\$ 2,875.00
4	sidewalk or Driveway, Concrete, Remove	1,143	SY	\$ 20.00	\$ 22,860.00	30	1,135	\$ 600.00	\$ 21,700.00
5	Storm Sewer Pipe, Restore	140	LF	\$ 13.00	\$ 1,820.00	140		\$ 1,820.00	\$ -
6	Storm Sewer Manhole, Restore	4	EA	\$ 390.00	\$ 1,560.00			\$ 1,560.00	\$ -
7	Storm Sewer Inlet / Catch Basin, Remove	7	EA	\$ 330.00	\$ 2,310.00	7		\$ 2,310.00	\$ -
8	Storm Sewer Pipe, 8-inch DIA.	154	LF	\$ 234.00	\$ 36,036.00	154		\$ 36,036.00	\$ -
9	Storm Sewer Pipe, 12-inch DIA.	57	LF	\$ 338.00	\$ 19,266.00			\$ -	\$ 19,266.00
10	Storm Sewer Inlet @ Tee, 12-inch DIA., including Core Drill of 57" RCP and Patching Old Holes in 57" RCP	1	LS	\$ 17,500.00	\$ 17,500.00			\$ -	\$ 17,500.00
11	Storm Sewer Man, 24-inch DIA.	4	EA	\$ 2,300.00	\$ 9,200.00	4		\$ 9,200.00	\$ -
12	Storm Sewer Inlet Catch Basin, 36-inch DIA.	5	EA	\$ 3,000.00	\$ 15,000.00	5		\$ 15,000.00	\$ -
13	Storm Sewer Manhole, 48-inch DIA.	5	EA	\$ 9,000.00	\$ 45,000.00			\$ -	\$ 45,000.00
14	Curb and Gutter, Concrete	2,625	LF	\$ 45.00	\$ 118,125.00	0.75	1,450	\$ 33,750.00	\$ 65,250.00
15	sidewalk, Concrete, 4 in.	750	SY	\$ 83.00	\$ 62,250.00		750	\$ -	\$ 62,250.00
16	sidewalk or Driveway, Concrete, 5 in.	430	SY	\$ 102.00	\$ 43,860.00		400	\$ 1,800.00	\$ 40,060.00
17	Curb Ramp, Concrete	50	SY	\$ 185.00	\$ 9,250.00		50	\$ -	\$ 9,250.00
18	Asphalt Milling, Full Depth (4-inch Minimum)	5,000	SY	\$ 5.75	\$ 28,750.00	5,000		\$ 28,750.00	\$ -
19	Additional Excavation of Unstable Base, 8-inch Depth	1,950	SY	\$ 5.00	\$ 9,750.00	1,950		\$ 9,750.00	\$ -
20	Final Gravel for Stabilization of Unstable Areas	1,950	SY	\$ 7.00	\$ 13,650.00	1,950		\$ 13,650.00	\$ -
21	Compacted Aggregate Base, 8007 #53 Limitation, for Undercut and Base Re-Grading	1,140	TYD	\$ 27.00	\$ 30,780.00	1,140		\$ 30,780.00	\$ -
22	Grade and Compact Aggregate Base	4,850	SY	\$ 3.00	\$ 14,550.00	4,850		\$ 14,550.00	\$ -
23	Grading, Existing, Adjust to Grade	3	EA	\$ 1,170.00	\$ 3,510.00	3		\$ 3,510.00	\$ -
24	Grading, New, Furnish and Adjust to Grade	11	EA	\$ 1,560.00	\$ 17,160.00	11		\$ 17,160.00	\$ -
25	Hot Inert Fills, 18.0 mm, 1.5-inch Course	710	TYD	\$ 94.00	\$ 66,740.00	710		\$ 66,740.00	\$ -
26	Asphalt for Tack Coat	450	GAL	\$ 4.00	\$ 1,800.00	450		\$ 1,800.00	\$ -
27	Hot Inert Fills, 8.5 mm, 1.5-inch Course	430	TYD	\$ 110.00	\$ 47,300.00	430		\$ 47,300.00	\$ -
28	Transverse Marking, Thermoplastic, Crosswalk, White, 6 IN.	115	LF	\$ 3.00	\$ 345.00	115		\$ 345.00	\$ -
29	Transverse Marking, Thermoplastic, Stop Bar, White, 24 IN.	55	LF	\$ 11.00	\$ 605.00	55		\$ 605.00	\$ -
CONTRACT 2: STREET IMPROVEMENTS (DOTS & CC&G; DET. NO. 2302093)				Total	\$ 704,151.00			\$ 376,644.00	\$ 233,485.00
TOTAL PROJECT (CONTRACTS 1 & 2 COMBINED)				TOTAL BASE BID	\$ 1,202,718.00			\$ 376,644.00	\$ 612,675.00

Parkway Drive Improvement Project
Contract 1: Water Main Replacement
Contract 2: Street Improvements (2023-1 CCMS; Des. No. 2300391)
Preliminary Bid Breakdown

Bids Received on May 22, 2023 at 10:00 AM		Grimmer Construction, Inc.		Quantities (By Row #)			Total Amount (By Row #)		
Item	Description	Quantity (Units)	Unit Price	Amount	Board of Works	Water Works Board	Quantity (Units)	Board of Works	Water Works Board
1	Mobilization and Demobilization	1	LS	\$ 60,000.00	\$ 60,000.00		1	\$ -	\$ 60,000.00
2	Maintenance of Traffic	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00
3	Prohibit Fire Construction Vials	1	LS	\$ 900.00	\$ 900.00		1	\$ -	\$ 900.00
4	Remove and Dispose Existing Tree, 18" Psty Dia., including Stump Grinding	7	EA	\$ 770.00	\$ 5,390.00		7	\$ -	\$ 5,390.00
5	Remove and Dispose Existing Tree, 30" Psty Dia., including Stump Grinding	10	EA	\$ 1,330.00	\$ 13,300.00		10	\$ -	\$ 13,300.00
6	Remove and Dispose Existing Tree, 48" Psty Dia., including Stump Grinding	5	EA	\$ 2,430.00	\$ 12,150.00		5	\$ -	\$ 12,150.00
7	4-inch Dia. PC 150 Ductile Iron Pipe with Valve Polyethylene Encasement	5	LF	\$ 860.00	\$ 4,300.00		5	\$ -	\$ 4,300.00
8	4-inch Dia. PC 150 Ductile Iron Pipe with Valve Polyethylene Encasement	1,370	LF	\$ 110.00	\$ 150,700.00		1,370	\$ -	\$ 150,700.00
9	4-inch Dia. PC 150 Ductile Iron Pipe with Valve Polyethylene Encasement (Trenchless Installation)	450	LF	\$ 110.00	\$ 49,500.00		450	\$ -	\$ 49,500.00
10	8-inch Dia. AWWA C211 Gate Valve with Valve Box	7	EA	\$ 2,400.00	\$ 16,800.00		7	\$ -	\$ 16,800.00
11	Quelch Iron Mechanical Joint Compact Fittings	900	LB	\$ 21.00	\$ 18,900.00		900	\$ -	\$ 18,900.00
12	Fire Hydrant Assembly and Auxiliary Valve with Valve Box	3	EA	\$ 7,130.00	\$ 21,390.00		3	\$ -	\$ 21,390.00
13	4-inch Dia. Water Service Cist	33	EA	\$ 781.00	\$ 25,893.00		33	\$ -	\$ 25,893.00
14	4-inch Dia. Type K Copper Water Service Line	3,300	LF	\$ 19.00	\$ 62,700.00		3,300	\$ -	\$ 62,700.00
15	Remove Existing Fire Hydrant Assembly	1	EA	\$ 1,610.00	\$ 1,610.00		1	\$ -	\$ 1,610.00
16	Sanitary Sewer Lateral Repair, including 6-inch Dia. SDR 36 PVC Pipe and Fernco Couplings	168	LF	\$ 480.00	\$ 80,640.00		168	\$ -	\$ 80,640.00
17	Remove and Replace Concrete Curb and Gutter	34	LF	\$ 91.00	\$ 3,094.00		34	\$ -	\$ 3,094.00
18	Remove and Replace 4-inch Thick Concrete Sidewalk	9	SY	\$ 108.00	\$ 972.00		9	\$ -	\$ 972.00
19	Remove and Replace 5-inch Thick Concrete Driveway	18	SY	\$ 126.00	\$ 2,268.00		18	\$ -	\$ 2,268.00
20	Remove and Replace Concrete Curb Ramps to ADA Standards	13	SY	\$ 187.00	\$ 2,431.00		13	\$ -	\$ 2,431.00
21	Remove and Replace Asphalt Pavement, Full Depth	75	SY	\$ 269.00	\$ 20,175.00		75	\$ -	\$ 20,175.00
22	Replantment Tree, 1.5" Min. Caliber	32	EA	\$ 57.00	\$ 1,824.00		32	\$ -	\$ 1,824.00
23	4" Topsoil and Seed for Grass Restoration, including Maintenance Watering	3,450	SY	\$ 17.00	\$ 58,650.00		3,450	\$ -	\$ 58,650.00
24	Transverse Marking, Thermoplastic, Crosswalk, White, 6 HL	18	LF	\$ 4.60	\$ 82.80		18	\$ -	\$ 82.80
25	Transverse Marking, Thermoplastic, Stop Bar, White, 24 HL	13	LF	\$ 13.00	\$ 169.00		13	\$ -	\$ 169.00
26	Erosion and Sedimentation Control	1	LF	\$ 6,010.00	\$ 6,010.00		1	\$ -	\$ 6,010.00
CONTRACT 1: WATER MAIN REPLACEMENT				Subtotal	\$ 599,348.00			\$ -	\$ 599,348.00

total bid price (CONTRACTS 1 and 2 inclusive) executed by an incorporated surety company in good standing and qualified to do business in the State of Indiana.

BONDS: For each Contract, a performance bond and payment bond, each in the amount of 100 percent of the contract price, will be required upon award of each contract.

No bidder may withdraw his or her bid within a period of 30 days following the date set for receiving bids.

The Town of Highland reserves the right to retain any and all bids for a period of not more than 30 days, and said bids shall remain in full force and effect during said time.

The Town further reserves the right to waive informality, and to award the contract to any Bidder, all to the advantage of the Town of Highland, or to reject all bids.

The successful Contractor and his or her subcontractors shall be a licensed contractor with the Town of Highland in accordance with Chapter 5.20 "Licensing of Building Contractors" of Title 5 of the Highland Municipal Code.

A non-mandatory Pre-Bid Meeting will be held at the office of the Highland Public Works Director, 8001 Kennedy Avenue, Highland, Indiana 46322 on Monday, May 15, 2023 at 10:00 A.M., (local time), for all bidders.

Town of Highland Clerk-Treasurer
Mark Herak
Town of Highland Board of Works
Tom Black, President

5/8, 5/15 - 22393 HSPAXLP



Northwest Indiana Times
601 W. 45th Ave.
(219) 933-3333

I, Leo Hentschker, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Northwest Indiana Times, a publication that is a "legal newspaper" as that phrase is defined for the city of Munster, for the County of Lake, in the state of Indiana, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
8 May 2023

15 May 2023

Notice ID: 1onh5hcgC27DQRPt6g3
Publisher ID: 22393
Notice Name: Invitation to Bid – Parkway Drive Improvement

PUBLICATION FEE: \$98.93

Leo Hentschker

Agent

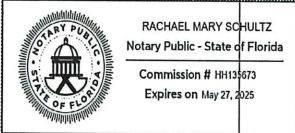
VERIFICATION

State of Florida
County of Charlotte

Signed or attested before me on this: 05/15/2023

Rachael Mary Schultz

Notary Public
Notarized online using audio-video communication



INVITATION TO BID
TOWN OF HIGHLAND INDIANA
PARKWAY DRIVE IMPROVEMENT
PROJECT
CONTRACT 1 - WATER MAIN
REPLACEMENT CONTRACT 2 -
STREET IMPROVEMENTS (2023 -
CMO. DES. NO. 2100199)
The Town of Highland Board of Works will receive sealed bids for the "PARKWAY DRIVE IMPROVEMENT PROJECT" until 1000 A.M. (local time) on Monday, May 22, 2023, at the office of the Highland Public Works Director, 5001 Kennedy Avenue, Highland, Indiana 46022, at which time and place said bids will be publicly opened and read aloud. Any bids received later than the above time will be returned unopened.
CONTRACT 1 consists of the furnishing of all equipment, labor and materials for the installation of new water main along the 8000-8500 blocks of Parkway Drive, including tree removal; installation of approx. 1350 feet of 8-inch ductile iron water main by open cut methods; installation of approx. 450 feet of 8-inch ductile iron water main by trenchless methods; replacement of water services; grass and landscape restoration; pavement patching in non-CMAA areas; tree replacement; and all other related work and appearances.
CONTRACT 2 consists of the furnishing of all equipment, labor and materials for the re-construction of the 8700 and 8800 blocks of Parkway Drive and 150 feet of Kennedy Avenue, including: removal of existing roadway, sidewalk, driveway, curb and gutter and storm drainage pipe/structures; installation of approximately 220 feet of storm sewer and associated storm structures; construction of new concrete curb and gutter, sidewalk, driveway and curb ramps; removal and replacement of unsuitable roadway base; construction of new asphalt pavement; pavement markings; and all other related work and appearances.
Project Documents may be examined and obtained BY APPOINTMENT ONLY at the office of NES Engineering, Inc., 2421 173rd Street, Hammond, Indiana, 46322, (719) 844-6500. A non-refundable fee of \$50.00 is required for each set of Project Documents which includes an electronic version of the Plans and Specifications. The fee shall be in the form of a check made payable to NES Engineering. This requirement is non-refundable.
CONTRACTS 1 and 2 will be awarded together to the responsive and responsible bidder with the lowest overall bid based on the Total Base Bid for **CONTRACTS 1 and 2** combined and all other relevant facts which may be legally considered. Bids shall be prepared and completed in accordance with the Bid Form (Section 0200), and must be accompanied by an Affidavit of Compliance, Indiana State Board of Accountants Form 56, Certification Requesting Unauthorized Agents, signed copies of Affidavits (if issued) and satisfactory bid security.
BID SECURITY: Each bid shall be accompanied by an acceptable certified check or cashier's check made payable to the Town of Highland or an acceptable bid bond in an amount equal to 5 percent of the



May 23, 2023

Mr. Tom Black, President
Highland Board of Works
Mr. George A. Smith, President
Highland Water Works Board of Directors
Mr. Richard J. Garcia, President
Highland Sanitary Board of Commissioners
3333 Ridge Road
Highland, IN 46322

RE: Proposal for Professional Engineering Services During Construction
Parkway Drive Improvement Project

Dear Presidents Black, Smith and Garcia:

Thank you for the opportunity to present this proposal for professional engineering services during construction for the "Parkway Drive Improvement Project". This project would provide street improvements along the 8700-8800 blocks of Parkway Drive (and a 150-ft section of Kenilworth Avenue) and would replace the existing water main along the 8600-8800 blocks of Parkway Drive. Due to the poor pavement condition on Parkway Drive and Kenilworth Avenue, this project would provide full depth pavement rehabilitation. The existing deteriorated, 3-inch/4-inch diameter water main would be replaced with a new, looped 8-inch diameter water main to provide increased reliability and fire protection. Existing sidewalk, curb, driveway aprons and parkway trees would be removed and replaced along the water main corridor on the east side of Parkway Drive, as well as on both sides of Kenilworth Avenue for 150 feet east of Parkway Drive. As a joint project between the Highland Board of Works, the Highland Water Works Board, and the Highland Sanitary Board, it is our understanding that: street improvement work would be funded by general Town funds; water main replacement work would be funded by the Water Works Board; storm sewer improvement work would be funded by the Sanitary Board; and grants from the State of Indiana (2023-1 CCMG) and Lake County (Reserve Revenue Funds) would be used to offset some of the project costs. The preliminary construction cost allocation among the three Boards (not including offsets by grant funding) is as follows: \$376,644.00 to the Board of Works for street improvements, \$822,053.00 to the Water Works Board for water main improvements and \$104,022.00 to the Sanitary Board for storm sewer improvements, as detailed in Table 1.

Our proposal is based on providing engineering services during construction, including preparation and review of legal documentation, shop drawing review, regular daily field inspection, pay request review, change order preparation, punch list follow-up and coordination of Contractor's record drawings. We propose to provide engineering services during construction for a not-to-exceed fee of \$110,000.00, divided as follows: \$32,000.00 to the Board of Works, \$69,000.00 to the Water Works Board and \$9,000.00 to the Sanitary Board.

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.

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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.
Vice President

HIGHLAND BOARD OF WORKS
(Engineering Fee Authorized: \$32,000.00)

Accepted By: _____

Date: _____

HIGHLAND WATER WORKS BOARD OF DIRECTORS
(Engineering Fee Authorized: \$69,000.00)

Accepted By: _____

Date: _____

HIGHLAND SANITARY BOARD OF COMMISSIONERS
(Engineering Fee Authorized: \$9,000.00)

Accepted By: _____

Date: _____

cc: Highland Board of Works
Highland Water Works Board
Highland Sanitary Board
Mr. Mark Knesek

Mr. Mark Herak
Mr. John Reed
Mr. Robert Tweedle

Table 1
 Parkway Drive Improvement Project
 Contract 1: Water Main Replacement
 Contract 2: Street Improvements (R031-1 CCM); Dist. No. 2300395
 Preliminary Bid Breakdown by Board

Bids Received on May 22, 2023 at 10:00 AM		Greener Construction, Inc.		QUANTITIES (By Board)			Total Amount (By Board)				
Item	Description	Quantity	Units	Unit Price	Amount	Board of Works	Water Utility Board	Sanitary Board	Board of Works	Water Utility Board	Sanitary Board
1	Mobilization and Demobilization	1	LF	\$ 60,000.00	\$ 60,000.00		1			\$ 60,000.00	
2	Maintenance of Traffic	1	LF	\$ 10,000.00	\$ 10,000.00		1			\$ 10,000.00	
3	Prebidder Pre-Construction Video	1	LF	\$ 900.00	\$ 900.00		1			\$ 900.00	
4	Remove and Dispose Existing Tree, 18" Free Dia., Including Stump Grinding	7	EA	\$ 790.00	\$ 5,530.00		7			\$ 5,530.00	
5	Remove and Dispose Existing Tree, 30" Free Dia., Including Stump Grinding	10	EA	\$ 1,300.00	\$ 13,000.00		10			\$ 13,000.00	
6	Remove and Dispose Existing Tree, 48" Free Dia., Including Stump Grinding	5	EA	\$ 2,400.00	\$ 12,000.00		5			\$ 12,000.00	
7	8-Inch Dia. PC 150 Double Iron Pipe with V-Bin Polyethylene Encasement	5	LF	\$ 800.00	\$ 4,000.00		5			\$ 4,000.00	
8	8-Inch Dia. PC 150 Double Iron Pipe with V-Bin Polyethylene Encasement (Trench/Man Installation)	1,370	LF	\$ 110.00	\$ 150,700.00		1,370			\$ 150,700.00	
9	8-Inch Dia. PC 150 Double Iron Pipe with V-Bin Polyethylene Encasement (Trench/Man Installation)	450	LF	\$ 130.00	\$ 58,500.00		450			\$ 58,500.00	
10	8-Inch Dia. AWWA C900 Class Valve with Valve Box	7	EA	\$ 2,400.00	\$ 16,800.00		7			\$ 16,800.00	
11	Double Iron Mechanical Joint Cast-iron Fitting	900	LF	\$ 22.00	\$ 19,800.00		900			\$ 19,800.00	
12	Fire Hydrant Assembly and Auxiliary Valve with Valve Box	3	EA	\$ 7,100.00	\$ 21,300.00		3			\$ 21,300.00	
13	8-Inch Dia. Water Service Taps	83	EA	\$ 735.00	\$ 24,532.50		83			\$ 24,532.50	
14	8-Inch Dia. Type F Copper Water Service Line	3,500	LF	\$ 21.00	\$ 73,500.00		3,500			\$ 73,500.00	
15	Remove Existing Fire Hydrant Assembly	1	EA	\$ 1,200.00	\$ 1,200.00		1			\$ 1,200.00	
16	Sanitary Sewer Lateral Repair, Including 8-Inch Dia. 304-36 PVC Pipe and Flange Couplings	168	LF	\$ 360.00	\$ 60,480.00		168			\$ 60,480.00	
17	Remove and Replace Concrete Curb and Sinter	34	LF	\$ 91.00	\$ 3,094.00		34			\$ 3,094.00	
18	Remove and Replace 6-Inch Thick Concrete Sidewalk	8	LF	\$ 108.00	\$ 872.00		8			\$ 872.00	
19	Remove and Replace 6-Inch Thick Concrete Driveway	18	LF	\$ 126.00	\$ 2,268.00		18			\$ 2,268.00	
20	Remove and Replace Concrete Curb Ramps to ADA Standards	12	LF	\$ 197.00	\$ 2,364.00		12			\$ 2,364.00	
21	Remove and Replace Asphalt Pavement, Full Depth	78	LF	\$ 289.00	\$ 22,542.00		78			\$ 22,542.00	
22	Replacement Tree, 1.5" Min. Caliper	22	EA	\$ 597.00	\$ 13,234.00		22			\$ 13,234.00	
23	4" Topsoil and Soil for Grass Restoration, Including Maintenance Watering	1,450	LF	\$ 17.00	\$ 24,650.00		1,450			\$ 24,650.00	
24	Remove and Replace Concrete Curb Ramps to ADA Standards	78	LF	\$ 289.00	\$ 22,542.00		78			\$ 22,542.00	
25	Transoms Marking, Thermoplastic, Green for, Width, 24 in.	12	LF	\$ 11.00	\$ 132.00		12			\$ 132.00	
26	Transoms Marking, Thermoplastic, Blue for, Width, 24 in.	1	LF	\$ 4,010.00	\$ 4,010.00		1			\$ 4,010.00	
CONTRACT 1: WATER MAIN REPLACEMENT				Subtotal	\$ 598,329.00					\$ 598,329.00	

Table 1
 Parkway Drive Improvement Project
 Contract 1: Water Main Replacement
 Contract 2: Street Improvements (2023-1 CCAG) Dist. No. 2300195
 Preliminary Bidding Breakdown by Bid

Bid Received on May 22, 2023 at 10:00 AM		Giesmer Construction, Inc.		Quantities (By Bidder)		Total Amount (By Bidder)	
Item	Description	Quantity	Unit Price	Amount	Board of Works	Board of Health	Board of Streets
1	Mobilization and Demobilization	1	LS \$ 50,000.00	\$ 50,000.00	0.55	0.30	0.35
2	Maintenance of Traffic	1	LS \$ 22,200.00	\$ 22,200.00	0.55	0.30	0.35
3	Curb and Gutter, Concrete, Remove	705	LF \$ 15.00	\$ 10,575.00	575	130	0
4	sidewalk or driveway, Concrete, Remove	1,165	SF \$ 50.00	\$ 58,250.00	30	1,135	0
5	Storm Sewer Pipe, Remove	140	LF \$ 12.00	\$ 1,680.00	140	0	0
6	Storm Sewer Manhole, Remove	4	EA \$ 150.00	\$ 600.00	0	0	4
7	Storm Sewer Inlet / Catch Basin, Remove	7	EA \$ 130.00	\$ 910.00	7	0	0
8	Storm Sewer Pipe, 24-inch Dia.	118	LF \$ 234.00	\$ 27,612.00	156	0	0
9	Storm Sewer Pipe, 36-inch Dia.	17	LF \$ 276.00	\$ 4,692.00	0	0	17
10	Storm Sewer Inlet/Box, 24-inch Dia.	1	EA \$ 17,850.00	\$ 17,850.00	0	0	1
11	Storm Sewer Inlet/Box, 36-inch Dia.	4	EA \$ 2,310.00	\$ 9,240.00	4	0	0
12	Storm Sewer Manhole, 48-inch Dia.	5	EA \$ 3,000.00	\$ 15,000.00	5	0	0
13	Storm Sewer Manhole, 60-inch Dia.	2,075	LF \$ 45.00	\$ 93,375.00	875	1,200	0
14	Curb and Gutter, Concrete	705	LF \$ 85.00	\$ 59,925.00	705	0	0
15	sidewalk or driveway, Concrete, 4 in.	430	SF \$ 103.00	\$ 44,290.00	30	400	0
16	sidewalk or driveway, Concrete, 8 in.	50	SF \$ 183.00	\$ 9,150.00	50	0	0
17	Asphalt Milling, Full Depth (4-inch Minimum)	1,060	SF \$ 5.75	\$ 6,070.00	5,060	0	0
18	Additional Excavation of Unsewered Road Base, 8-inch Depth	1,950	SF \$ 5.00	\$ 9,750.00	1,950	0	0
19	Additional Excavation of Unsewered Road Base, 8-inch Depth	1,950	SF \$ 7.00	\$ 13,650.00	1,950	0	0
20	Prepared Aggregate Base, 80951 625 Unsewered, for Underlayment Base R-Grading	4,800	SF \$ 3.00	\$ 14,400.00	4,800	0	0
21	Grade and Compact Aggregate Base	2	EA \$ 11,700.00	\$ 23,400.00	2	0	0
22	Grading, Existing, Adjust to Grade	11	EA \$ 1,560.00	\$ 17,160.00	11	0	0
23	Grading, New, Finish and Adjust to Grade	710	TDN \$ 84.00	\$ 59,640.00	710	0	0
24	HMA Intermediate, 18.0 mm, 2.5-inch Course	480	GAL \$ 8.00	\$ 3,840.00	480	0	0
25	HMA Surface, 3.5 inch, 1.5-inch Course	430	TDN \$ 110.00	\$ 47,300.00	430	0	0
26	Transverse Marking, Thermoplastic, Crosswalk, White, 8 IN.	133	LF \$ 3.00	\$ 399.00	133	0	0
27	Transverse Marking, Thermoplastic, Stop Bar, White, 24 IN.	35	LF \$ 11.00	\$ 385.00	35	0	0
CONTRACT 2: STREET IMPROVEMENTS (2023-1 CCAG) DIST. NO. 2300195				Total	\$ 704,351.00		
TOTAL PROJECT (CONTRACTS 1 & 2 COMBINED)				TOTAL BIDD	\$ 1,802,718.00		

Table 2

2023 NIES Engineering Personnel Hourly Rates

Classification	Hourly Rate	
	Regular	Overtime
Intern	\$50.00	\$60.00
Clerical	\$55.00	\$65.00
Senior Clerical	\$55.00	\$65.00
Administrative Assistant	\$70.00	\$85.00
Senior Administrative Assistant	\$85.00	\$100.00
Technician Level 1	\$70.00	\$85.00
Technician Level 2	\$90.00	\$105.00
Technician Level 3	\$105.00	\$120.00
Technician Level 4	\$110.00	\$125.00
Technician Level 5	\$120.00	\$135.00
Technician Level 6	\$130.00	\$145.00
Engineer Level 1	\$100.00	\$115.00
Engineer Level 2	\$110.00	\$125.00
Engineer Level 3	\$130.00	\$130.00
Engineer Level 4	\$145.00	\$145.00
Engineer Level 5	\$160.00	\$160.00
Project Manager	\$145.00	\$145.00
Senior Project Manager	\$170.00	\$170.00
Principal Level 1	\$155.00	\$155.00
Principal Level 2	\$165.00	\$165.00
Senior Principal	\$220.00	\$220.00

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.

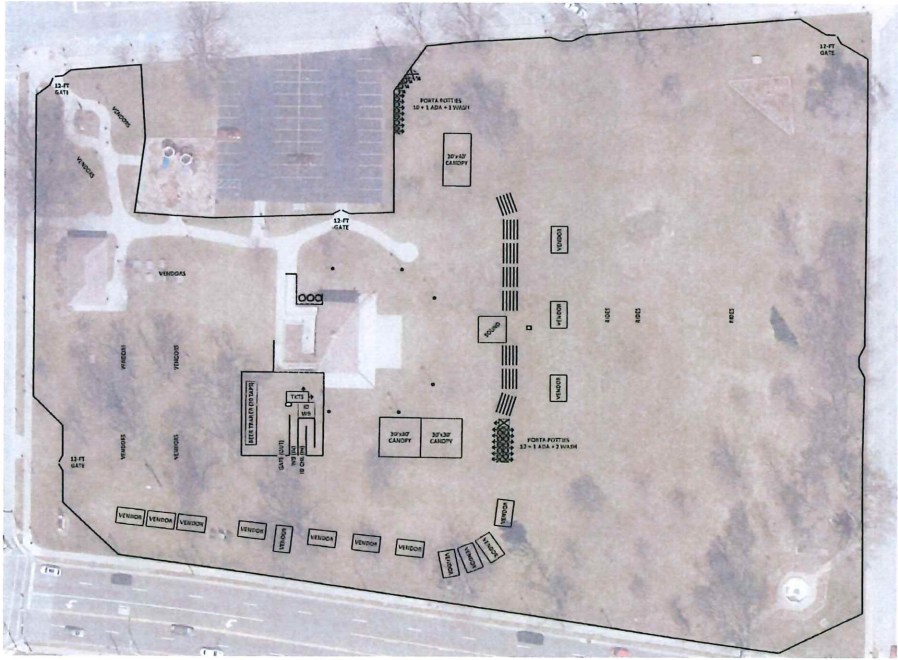
END OF TERMS AND CONDITIONS

NIES-2023-B-IN

3. Consideration of a Special Event with Alcohol Permit (SEAP): The CEC permit was approved by the Park and Recreation Board at its meeting May 18, 2023, pursuant to Section 11.10.225 of the Highland Municipal Code contingent upon the Park and Recreation Board approving an acceptable plan on the placement of the perimeter fencing, excluding the area of the playground. (The *Community Events Commission require a permit from the Park and Recreation Board to support the beer garden as part of the Independence Day Festival. This being the first regular meeting of the Town Council following the receipt of the action of the Park and Recreation Board, the Town Council must consider the permit, pursuant to HMC Section 11.10.225(F)(4)*)

Councilor Schocke moved to approve the Special Event with Alcohol Permit (SEAP) for the Town's 2023 Independence Day Festival as approved by the Park and Recreation board as per the attached layout. Councilor Zemen seconded. Upon a

roll call vote, there were five (5) affirmatives and no negatives. The motion passed.
The SEAP Permit for the HCCE was approved.



4. Works Board Order No. 2023-16: An Order of the Works Board Authorizing and Approving an Agreement between Illiana A.T.M. and the Town of Highland for providing ATM machines and Operational Support and Related Services with the Town of Highland's, Independence Day Festivities.

Councilor Smith moved the passage and adoption of Works Board No. 2023-16.
Councilor Schocke seconded.

Discussion: Councilor Sheeman questioned if Illiana A.T.M. was providing the Town with any type of % from the ATM fees generated by their machines. The Clerk-Treasurer advised that Illiana A.T.M. was paying a sponsorship fee of \$300.

There being no further discussion, the Council President called for the question.

Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. Works Board Order 2023-16 was adopted pending the signature of the Town Executive.

Town of Highland
Board of Works
Order of the Works Board 2023-16

An Order of the Works Board Authorizing and Approving an Agreement between Illiana A.T.M and the Town of Highland for ATM Machines and Operational Support and Related Services Associated with the Town of Highland's 2023 Independence Day Festivities.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, annually marks the anniversary of the Nation's declaration of Independence with appropriate festivals including live musical performance as entertainment;

Whereas, Illiana A.T.M. , 6932 Knickerbocker Parkway, Hammond, Indiana, 46323, has presented to the Town of Highland a proposed agreement for ATM Machines and operational support and related services for the Town of Highland's 2023 Independence Day Festivities;

Whereas, It is recommended to the purchasing agency, the approval of the proposed agreement for ATM Machines and operational support and related services associated with Town of Highland's 2023 Independence Day Festival as submitted by Illiana A.T.M;

Whereas, These professional services owing to their unique requirements and character, as a service, may be purchased in a manner that is determined to be reasonable, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(1) of the HMC serves as purchasing agency for the Municipality and its executive departments except those executive departments which are expressly subject to the purchasing authority of a relevant governing board of jurisdiction;

Whereas, The Town of Highland, through its Town Council now desires to accept and approve the agreement for services pursuant to the terms stated herein,

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

Section 1. That the proposal/agreement incorporated by reference and made part of this Order) between Illiana A.T.M., 6932 Knickerbocker Parkway, Hammond, Indiana 46323, prepared and presented by its principal, Bobby Lendi, and the Town of Highland, to provide ATM Machines and operational support and related services for the Town of Highland's 2023 Independence Day Festival, is hereby accepted, approved and adopted in each respect;

Section 2. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 3. That the Town Council President is hereby authorized and directed to execute the agreement approved by this order with the Town Council President's Signature as attested thereto by the Clerk-Treasurer.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 22nd day of May 2023, having passed by a vote of 5 in favor and 0 opposed.

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

Tom Black, President (IC 36-5-2-10)

Attest:

Mark Herak
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-2-10.2;IC 36-5-6-5)

AUTOMATIC TELLER MACHINE ("ATM") AGREEMENT

This Exclusive ATM Agreement (hereinafter referred to as the "Agreement"), is made and entered into this day, by and between Illiana A.T.M. at (hereinafter referred to as the "Owner") and on behalf of Town of Highland (hereinafter referred to as "Merchant") for the property described herewith, (hereinafter referred to as "Premises").

In consideration of the mutual covenants contained herein the Owner and Merchant hereby agree as follows:

1. The Owner shall have and is hereby granted exclusive right to install and maintain ATMs (hereinafter referred to as "ATMs"), on the Premises and, except as otherwise provided herein, to provide all service and maintenance with regard to said ATMs. Owner shall obtain permission from Merchant in advance of any advertising of ATM, which permission shall not be unreasonably withheld.
2. Merchant specifically acknowledges, understands and agrees that the ATMs and any equipment related, shall be located on the Premises.
3. Merchant agrees to provide at ATMs location, a 110 V electric outlet, necessary for the operation of said ATMs.
4. Merchant agrees to provide the Owner access to the Premises during business hours necessary to install, repair or maintain the ATMs (including the right to replenish cash, paper and other related supplies.) Owner agrees that it will provide all cash inventory to the ATM.
5. Merchant acknowledges, understands and agrees that neither Merchant nor any other individual or entity shall install, operate, manage, allow or maintain any other ATMs nor related equipment on the Premises other than the ATMs of the Owner as provided herein.
6. In the event that the ATM installed does not achieve a reasonable number of surcharges per month, Owner maintains the right to remove the machine, at no cost to the Merchant, and shall give Merchant 30 days written notice. In the event the ATM cause a reasonable disruption of the Merchant's operation the Merchant shall give a 30 day notice of "request for removal" to the Owner at no cost to the Merchant.
7. The term of this Agreement shall be from June 30, 2023 through July 4, 2023
8. At all times, all ATMs located on or about the Premises, and the contents contained therein, and related equipment, wiring and accessories shall be and remain the sole and exclusive property of the Owner and that the ATM and the cash inventory in the ATM shall not be part of the Merchant's bankruptcy estate.

9. Merchant shall promptly notify the Owner, in writing, of any closure or relocation of Merchant's business at the Premises, at least (30) days in advance of such closure or relocation. Owner may sell or assign its interest and rights under the Agreement without notice. Any assignee or transferee shall have all of the rights and responsibilities of Owner hereunder.

10. All disputes arising under this Agreement will be resolved in the State of Indiana, County of Lake.

11. This Agreement may be executed by facsimile copy and that such facsimile shall be deemed to be an original executed original.

12. The parties represent and warrant to each other that they have read this Agreement in its entirety and that they understand all terms and conditions of this Agreement.

ACCEPTED AND AGREED TO as of this __day of _____, 20__, by the undersigned parties.

OWNER:
By: Robert Lendi Illiana A.T.M. Printed Name: Robert Lendi

MERCHANT:
By: _____ Printed Name: _____
Business Name: Town of Highland Business Address: _____
Business Phone Number: _____
Cell Phone Number: _____

5. Controlled Event Permit. Action regarding permission to conduct a festival of the Main Street Bureau on a public way submitted by it, October 7, 2023. *This is a controlled event under Chapter 5.25. Section §5.25.020(B) requires action by the Town Council in an open regular or special session. .*

(b) Request from Main Street Bureau seeking permission for its event of October 7, 2023 as a controlled event.

When the applicant is the municipality, through its executive departments, its administrative bodies, or agencies, no formal application is required provided that a request shall be filed in sufficient time to permit the town council to act in a regular or special meeting in advance of the event.

The Town Council must act in a regular or special meeting upon the application or request, where it may, in its discretion, issue such permit and likewise, in its discretion, may refuse the issuance of a permit.

**The motion should be to move to approve the special event permit on a public way without alcohol for the Main Street's Maker's Market to be held October 7, 2023. The Street Closure will be Jewett Avenue from 4th Street to Kennedy Avenue.

Councilor Schocke moved to approve the request from the Main Street Bureau to conduct a controlled event, where alcohol will not be dispensed on Jewett Street, a public way, from 4th Street to Kennedy Avenue. Councilor Sheeman seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The controlled event permit on a public way for the day of October 7, 2023 was granted.

6. Controlled Event Permit. Action regarding permission to conduct a festival of the Main Street Bureau on a public way submitted by it, August 29, 2023. *This is a controlled event under Chapter 5.25. Section §5.25.020(B) requires action by the Town Council in an open regular or special session. The Council will also need to fix the amount of liability insurance, pursuant to §5.25.020 (D). Pursuant to that section, the Town Council has previously directed that the applicant procures liability insurance for the event which names the Town of Highland as an additional insured in the amount of Three million dollars (\$3,000,000) and provide a certificate or proof of this insurance before the event and those businesses serving alcohol need to name the Town of Highland as an additional insured on their liability insurance policy.*

- (b) Request from Main Street Bureau seeking permission for its event of August 29, 2023 as a controlled event.

When the applicant is the municipality, through its executive departments, its administrative bodies, or agencies, no formal application is required provided that a request shall be filed in sufficient time to permit the town council to act in a regular or special meeting in advance of the event.

The town council must act in a regular or special meeting upon the application or request, where it may, in its discretion, issue such permit and likewise, in its discretion, may refuse the issuance of a permit.

**The motion should be to move to approve the special event with alcohol permit (SEAP) for the Main Street's Restaurant Crawl to be held August 29, 2023. The Street Closure will be Highway Avenue from 5th Street to the Bike Trail and the additional liability insurance established by the Town at \$3,000,000 and each business serving alcohol (if the alcohol is to be carried out of the business onto Highway Avenue) needs to name the Town of Highland as an additional insured on their liability insurance policy prior to the event.

Councilor Zemen moved to approve the request from the Main Street Bureau to conduct a controlled event, where alcohol would be dispensed on Highway Avenue, a public way, from 5th Street to the bike trail and the additional liability insurance established by the Town at \$3,000,000 and each business serving alcohol (if the alcohol is to be carried onto Highway Avenue) needs to name the Town of Highland as an additional insured on their liability insurance policy prior to the event. Councilor Smith seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The controlled event permit with alcohol ,on a public way for August 29, 2023 was granted.

7. Action on the Amendment Agreement Concerning Sewage Collection and Treatment Agreement Fees. *The Board of Sanitary Commissioners approved the document at its meeting of May 16, 2023, via SD Resolution No. 2023-10. I.C. 36-9-25-10(14) Provides that Board may enter into contracts or agreements in the name of the municipality, with the approval of the executive. The Town Council should authorize the municipal executive (Town Council President) to evidence approval of the agreement as passed by the Board of Sanitary Commissioners.*

Councilor Zemen moved to authorize the Town Council President as municipal executive to approve the agreement evidencing the Town Council's and his approval. Councilor Smith seconded.

Discussion: Attorney Tweedle who represents the Highland Sanitary Board began to give a breakdown of the Amendment and what is taking place tonight. Under the statute, the Highland Sanitary District would have the authority to enter into an agreement with the Hammond Sanitary District to treat the Town's sewage but this goes back to when the Agreement was originally put in place, which is back in 1994. The Town did exercise its option to renew that agreement in 2019 and currently the agreement runs to December thirty-first of 2043. Since the agreement was originated with the Town and whereas the Sanitary District can enter into agreements on behalf of the Town but it does require the approval of the town executive. It's a complicated issue because it also involves the finalization of our consent decree with the Federal Government which I have reported to you in the past. It's involved because of the fact that improvements that Highland and Hammond are required to make, must be in compliance with the consent decree, not only for the individual Towns but also the City of Hammond because Highland and Griffith send their sewage to Hammond to be treated. Hammond is gonna have to make huge upgrades to their facility, which Highland is going to utilize. Highland is gonna have to pay Hammond for a portion of that cost, the share of the improvements that Highland uses. In our previous meeting, we kind of went through the issues that we were dealing with in trying to finalize this amendment to the treatment agreement. We've managed to complete that process and we're asking you this evening to approve that amendment. You may recall this goes back to 2017 when Highland and the Hammond Sanitary District entered into a binding a letter of intent which basically laid out the general terms

of the resolution. And tonight, is essentially the final result. The culmination of what was laid out in 2017 in that letter of intent. The several issues were resolved by this amendment. In general, currently Highland has a limit under the contract as to what they can send to Hammond at any given point in time and that is 7.5 MGD and that's not a daily total. That's an actual flow rate as to what we can send to Hammond and we have problems being compliant with that limit due to the fact that during wet weather events our system gets overwhelmed with storm water and then we exceed that amount. As part of this agreement, Hammond is going to increase the amount that we can contractually send to them from 7.5 MGD to 16 MGD. And ultimately, in the 2027, when Hammond is finished constructing all the improvements they're going to be able to take more flow and ultimately that amount of the contract is going to go up to 32.2 MGD. As a payment to be able to increase the capacity that we send to Hammond, we're going to pay them \$269,000 per each additional MGD. By signing this agreement, our portion we'll be able to send to Hammond will increase to 16 MGD with the cost being \$2,286,500 and will be paid to Hammond in 12 annual installments of \$190,541 each. At that point, we will be in compliance with the contract. The engineers have said, that even during significant wet weather conditions, the wet weather event should not exceed the contract amount. Once Hammond completes their improvements, Highland will be able to send more. The next issue is the rate that we pay to the Hammond Sanitary District to treat our sewage. In the past, the way it would work, in any given year, Highland would pay Hammond to treat its sewage based on the rates that we paid for the previous year. At the end of the year, there was a true up process, where the parties would get together, along with a consultant and then we would go back and true up the actual costs to determine what each party owed the other, if anything. The process was cumbersome. It took a lot of time. There was also always a lot of concern about transparency in the process and whether or not the rate was being properly conducted. Highland, Hammond and Griffith would hire independent consultants that would perform a cost of service study to determine if the process was being done fairly. All the communities said was, all we ever want to do is just pay our fair share as to what it costs to treat our sewage. That study was completed in 2021 and unfortunately the results resulted in a significant increase in the costs for Hammond to treat our sewage. The rates effectively doubled over what we were paying before and you may have seen in the paper today, Griffith was in the process of dealing with this same issue. This is gonna obviously require an increase in our sewage treatment rates that we'll be presenting to the Council at some point in the near future. Assuming that this agreement is approved, we will have 120 days within which to perform the steps necessary to do a rate increase in order to pass on the cost of the increased cost of the sewage treatment rates from Hammond to our customers and to pay for our share of those improvements. The next issue is to settle is the true up of the new treatment rates. In 2017, part of the agreement was that until this cost of service study would take place, Highland would essentially and Griffith for that matter, would pay rates based on an intro rate. Now, for Highland, the concern was that the statistics that were used to arrive at the inner rate were based on a wet year and that perhaps Highland would be paying too much based on the inner rate to treat the sewage. At such a

time as the cost of service study would be completed, then we would go back to 2017 and true up based on what the new rate was determined. The new rate could have gone either way. Per the cost of service study, the cost to treat Highland's sewage went up significantly and therefore as a result of the true-up resulted in Highland owing more money to Hammond going back to 2017. The money owed to Hammond was negotiated down with a payback to Hammond over 5 years. The negotiated amount of \$2,380,000 with a \$35,000 per month payment over 68 months. Also memorialized in this amendment was for past capital improvements Hammond made to the system for components that benefitted Highland. The reason why this was a disputed issue is because the contract that was in place laid out a procedure whereby Hammond was supposed to come to Highland ahead of time before making improvements or incurring costs. They were supposed to discuss those improvements with Highland to determine whether or not it is something that benefits Highland and if so what would be Highland's share. Hammond made several improvements in the past but never consulted Highland with it so Highland disputed it. The amount of Highland share for those past capital improvements which Highland utilizes is \$2,022,252 and that's going to be paid in 24 payments of \$84,260 each. The final aspect that is resolved with this amendment to the treatment agreement dovetails the fact that we have a consent decree, along with the Hammond Sanitary District, along with the Town of Griffith. We're committed to the Federal and State governments to constructing improvements necessary to put our system in a position that we don't incur any ISO's or sanitary overflows. The engineering work was recently completed and should go to bids later this year. This project, which will be completed in phases, isn't scheduled for completion until 2032. A big part of this depends on Hammond constructing their improvements so that we can connect to it. It's anticipated that we will have a new pump station constructed and then we'll be able to send additional flows to the Hammond Sanitary District starting in 2027. Hammond will be paying for those improvements and Highland and Griffith will in turn pay Hammond once our share comes due. This amendment sets forth the procedure by which we'll know when our share come due so we can have the necessary funds to pay for those improvements.

Councilor Sheeman asked for clarification on the original MGD's that could be sent to Hammond. He said, I believe you said the original contract called for 7 MGD a day or something like that and now per this amendment it is going up to 16 MGD. I take it that Highland has been exceeding the 7 MGD? How much more do we exceed the contract in wet weather conditions?

Attorney Tweedle said the original contract called for 7 MGD per day and in wet weather conditions, we send upwards of 16 MGD for Hammond to treat. They originally had proposed 15-1/2 MGD and after speaking with Derek and he felt that during our most significant wet weather events we send to Hammond just under 16 MGD, so we negotiated a 1/2 MGD higher to insure we do not breach any provisions of this agreement. Once Hammond makes all of their improvements, we will be able to send them 32 MGD. In a perfect world, we would address infiltration and inflow by tightening up our system. But due to time constraints

and the fact that we need to comply with the Clean Water Act, we don't have time to do that so the only other way is to be able to increase flow to Hammond which we are addressing in this amendment. During wet weather events, we're sending huge flows to the Hammond Sanitary District. They are treating most of it but however during significant wet weather conditions and while they are constructing their facility they were given a permit that they can bypass the system and dump directly into the river because it is mostly rainwater. .

The Clerk-Treasurer reminded the Council how philosophies have changed on how to treat such huge amounts of water during a significant wet weather condition. It was originally thought to address the I/I at the point of infiltration. Sump pumps were disconnected and pipes were lined. Then it was determined it was less costly to accumulate all of the rain water in a large storage tank to be built as the north end of Town. Once the rain subsided, the water would be gradually released to Hammond as not to violate the 7 MGD per the agreement. The project was designed but the problem was Highland needed a permit from Hammond and they refused to issue one. He went on to say, with the new project, all of the existing pumping stations will be eliminated excepted for one large pumping station at the north end of Town. All of the pipes will be gravity feed into the one pump station, saving the Town money on maintenance costs for all of the existing pump stations. He also reminded the Council that they approved to use the \$5MM from American Rescue Funds to fund the first phase of the construction project which is estimated at \$7MM. The remaining \$2MM has been an accumulation of money set aside each month from the monthly sewage rates.

Attorney Tweedle added that it actually worked out coincidentally that the cost of these improvements, not including the increase in the treatment rate, have been accumulated and will not require debt issuance. But it will still require a rate increase. He said he failed to mention another point regarding the amendment and that is the capacity certification. This was added to the amendment over concern about Hammond refusing to give Highland capacity certifications on projects that should arise. He believed we negotiated a fairly strong provision in the amendment should Hammond refuse to issue a capacity certification, however, he didn't think it would be an issue going forward. Hammond did sign off on a capacity certification for the first phase of our project and they did that prior to the Council approving the amendment tonight. You could say a leap of faith on their part but if they ever come back and refuse to issue subsequent capacity certifications, we do have some teeth in our amendment agreement. Hammond did say after the agreement is signed they will review the capacity certification for the gas station on the boulevard.

Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed.

SANITARY DISTRICT OF HIGHLAND
BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2023-10

A RESOLUTION APPROVING AND AUTHORIZING A FIRST AMENDMENT TO THE SEWAGE COLLECTION AND TREATMENT AGREEMENT BETWEEN THE SANITARY DISTRICT OF THE CITY OF HAMMOND, INDIANA, AND THE TOWN OF HIGHLAND, INDIANA .

Whereas, The Sanitary District of Highland 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 Board of Sanitary Commissioners in performing its duties, may adopt resolutions, rules and by-laws that are necessary to carry out the provisions of IC 36-9-25 including repealing or amending them consistent with the Sanitary District Law; and

Whereas, Pursuant to the provisions of IC 36-9-25-10(14) the Board of Sanitary Commissioners may enter into contracts in the name of the municipality with the approval of the executive as provided by law; and

Whereas, On June 13, 1994 the Sanitary District of the City of Hammond, Indiana (HSD) and the Town of Highland (Highland) entered into an agreement for sewage collection and treatment (Agreement); and

Whereas, Pursuant to Section 2 of the Agreement, Highland exercised its option to extend the initial term of the Agreement for an additional 25 years beginning January 1, 2019, resulting in the term of the Agreement running up to and including December 31, 2043; and

Whereas, On February 13, 2017 HSD and Highland entered into a Binding Letter of Intent and Settlement Agreement (LOI) to address, settle and resolve any and all disputes which had arisen during the term of the Agreement; and

Whereas, HSD and Highland negotiated a First Amendment to the Agreement (First Amendment) which memorializes the agreements and terms thereof contained in the LOI; and

Whereas, The Board of Sanitary Commissioners has determined it is in the interest of operational and administrative economy as well as in the best interest of the Sanitary District of Highland to resolve pending and potential disputes arising out of the Agreement by amending the provisions thereof; and

Whereas, The Board of Sanitary Commissioners, in performing its duties, now desires to approve and authorize the First Amendment to the Agreement.


Now, Therefore Be it Resolved by the Board of Sanitary Commissioners of the Sanitary District of Highland, Lake County, Indiana, as follows:

Section 1. That the Board of Sanitary Commissioners as the governing body of the Sanitary District of Highland hereby finds and determines that the terms and provisions of the First Amendment are reasonable and approved in each and every respect (First Amendment affixed as an exhibit to this Resolution);

Section 2. That the proper officials, agents and employees of the Town of Highland are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Town of Highland and the Sanitary District of Highland in accordance with the provisions of the First Amendment;

Section 3. That the Secretary of the Board of Sanitary Commissioners is hereby directed to forward a copy of this resolution to the office of the clerk treasurer as clerk of the legislative body, with a request that the Town Council of the Town of Highland, take up the matter for consideration and action at its earliest opportunity.

Duly Adopted, Resolved and Ordered by the Board of Sanitary Commissioners of Highland, Lake County, Indiana, this 16th day of May 2023. Having been passed by a vote of 3 for and 0 opposed.

THE SANITARY DISTRICT OF HIGHLAND
BY ITS BOARD OF COMMISSIONERS:

Richard Garcia, President

Attest:

David Jones, Secretary of the Board of Sanitary Commissioners
Active

EXHIBIT
FIRST AMENDMENT TO SEWAGE COLLECTION AND TREATMENT AGREEMENT

FIRST AMENDMENT TO SEWAGE COLLECTION AND TREATMENT
AGREEMENT BETWEEN THE SANITARY DISTRICT
OF THE CITY OF HAMMOND, INDIANA, AND
TOWN OF HIGHLAND (CUSTOMER CITY)

This First Amendment is made and entered into this ____ day of May, 2023 by and between the Sanitary District of the City of Hammond, Indiana (the "District"), and the Town of Highland, Indiana ("Customer City") (the "First Amendment"). District and Customer City may be referred to herein as the "Parties".

RECITALS

1. District owns and operates a publicly owned treatment works ("POTW") for the collection and treatment of sanitary sewage wastewater.
2. Customer City has, for many years, transmitted, and District has received, Customer City's wastewater which has been treated at the District's POTW. Customer City desires to continue to transmit its locally generated wastewater to the District for collection and treatment, and District is willing to continue to provide that service to Customer City upon the terms and conditions stated herein.
3. District and Customer City first entered into an agreement for sewage collection and treatment on June 13, 1994 (the "Agreement") that gave Customer City the right to transmit wastewater to District in a volume equal to an instantaneous flow rate of 7.5 million gallons of wastewater per day ("MGD").
4. Pursuant to Section 2 of the Agreement, Customer City exercised its option to extend the initial term of the Agreement for an additional 25 years beginning January 1, 2019, resulting in the term of the Agreement running up to and including December 31, 2043.
5. On February 13, 2017, District and Customer City entered into a Binding Letter of Intent & Settlement Agreement (the "LOI") which provided, among other things, that Customer City was to pay an interim rate of \$1.20/1,000 gallons and that future rates would be set pursuant to a cost-of-service study and the interim rate shall apply until implementation of the rate structure established by the cost-of-service study.
6. The LOI further provided that Customer City would pay District for Customer City's proportionate share of the capital cost of District's Long Term Control Plan ("LTCP") improvements.
7. On August 21, 2019, the Parties met and exchanged a preliminary list of LTCP improvements with estimated costs for which Customer City would be responsible. On May 10, 2022, District provided Customer City with a revised list of LTCP improvements with estimated costs which is provided in Exhibit A, not including interest and financing costs.
8. On January 7, 2020, District issued to Customer City a capital cost contribution notice for the remainder of Bond Issue (SP7) and Near-Term Headworks Improvement Project in

the amount of \$2,022,252, which Customer City has not yet paid. These costs are identified as the Secondary Clarifier, Aeration Tank Diffusers, and Headworks on Exhibit A.

9. The cost-of-service study was completed on March 14, 2022, and District notified Customer City on May 10, 2022 that its new rate is \$2.344/1,000 gallons for FY 2022, effective July 1, 2022. A copy of the May 10, 2022 notification is provided as Exhibit B. Per the District's and Customer City's request, the cost-of-service study calculated a return on investment which could be implemented under certain circumstances, under which Highland would be allocated approximately \$848,000 per year.

10. On September 18, 2020, District submitted a LTCP for the control of Combined Sewer Overflows ("CSOs"), subject to United States Environmental Protection Agency ("EPA") and Indiana Department of Environmental Management ("IDEM") approval. On March 17, 2021, EPA and IDEM conditionally approved District's LTCP. A schematic of District's Selected Alternative for the LTCP is shown as Exhibit C.

11. On April 7, 2022, Customer City, EPA, and IDEM entered into a consent decree which was filed with the U.S. District Court for the Northern District of Indiana (the "SSO Consent Decree") requiring Customer City to construct improvements capable of sending an increased instantaneous maximum peak flow up to 32.2 MGD per day to District for treatment by August 31, 2027.

12. On May 8, 2017, District, EPA, and IDEM entered into a consent decree which was filed with the U.S. District Court for the Northern District of Indiana which required District to develop and implement an approved LTCP. On March 17, 2021, the USEPA issued partial approval of the District's LTCP, which proposed construction of improvements sufficient to increase its capacity to accept up to a 40 MGD maximum peak flow from Customer City for treatment, subject to final agreement with the Customer City and resolution of the Customer City's SSO plan with EPA and IDEM.

13. The LOI required Customer City pay District an expanded capacity operating charge of \$255,000 per MGD for each additional MGD of instantaneous peak flow capacity required for Customer City to resolve its SSO issues, adjusted for inflation as necessary. As per the Customer City's SSO Consent Decree, the Customer City requires additional instantaneous max peak capacity of 25 MGD for a total instantaneous maximum peak flow of 32.2 MGD by August 31, 2027, which the District is willing to provide subject to the terms of this First Amendment.

14. The Parties now desire to amend the Agreement with this First Amendment consistent with the foregoing events and conditions.

COVENANTS

NOW, THEREFORE, in consideration of the recitals and other mutual obligations and promises of the Parties herein expressed, District and Customer City do agree as follows:

1. Section 4.E of the Agreement be added as set forth below:

4.E Notwithstanding Section 4.D, Customer City agrees to pay District \$269,000.00 for each additional MGD of instantaneous peak flow capacity which represents \$255,000.00 per MGD adjusted for inflation. Customer City shall pay District a total of \$2,286,500 in twelve equal monthly installments of \$190,541.67 for the right to transmit to District an additional 8.5 MGD for a new maximum instantaneous flow rate of 16 MGD, which shall become effective upon execution of this First Amendment. The initial monthly payment set forth in this paragraph shall be due 120 days following the last day of the month of execution of this First Amendment. This amount shall be in addition to all other amounts due to District pursuant to the Agreement, as amended by the First Amendment. In addition, upon completion of the Southeast Quadrant Projects under the District's LTCP improvements, Customer City shall pay a total of \$4,357,800 for the right to transmit to District an additional 16.2 MGD of wastewater per day for a final total maximum instantaneous flow rate of 32.2 MGD, which amount shall be in addition to all other amounts due to District pursuant to the Agreement, as amended by the First Amendment. Upon completion of both the Southeast Quadrant Projects under District's LTCP improvements and Phase I of Customer City's remedial measures project under the SSO Consent Decree, Customer City's instantaneous max peak flow (32.2 MGD) shall be limited to 7.2 MGD at the 81st Street Pump Station and 25 MGD at the newly constructed 5th Street Pump Station. If maintained by Highland after completion of the Southeast Quadrant Projects, the existing 5th Street Pump Station shall be used for dry weather flows only and use for wet weather flow through shall be prohibited.

2. Section 6.A.1 of the Agreement be deleted in its entirety and substituted with the following:

6.A.1(a) Operation and Maintenance Costs.

i. Customer City shall pay for its proportionate use of the District's POTW and Transmission Facilities in a manner consistent with the findings presented in the March 14, 2022 cost-of-service study and the May 10, 2022 notice provided in Exhibit B. Subject to Section 6.A.1(a)(ii)-(iv), the Effective Rates for the Customer City shall be as follows:

FY 2023: \$2.344/1,000 gallons

FY 2024: \$2.484/1,000 gallons

FY 2025: \$2.625/1,000 gallons

FY 2026: \$2.767/1,000 gallons

ii. The FY 2023 rates shall be retroactive to and effective as of January 1, 2023, with the initial monthly payment being due 120 days following the last day of the month of execution of the First Amendment. Customer City and District shall calculate a true-up amount for the time period of January 1, 2023 to the date of the initial monthly payment, and Customer City shall pay such true-up amount to District through twelve equal monthly installments, the first of which will be due 120 days following the last day of the month of execution of this First Amendment. After FY 2023 and through 2026, the Customer City rates shall increase in proportion to the yearly O&M budget established by District compared to the prior year, but in no event shall the rates exceed those set forth in Section 6.A.1(a)(i). District may implement rates up to the foregoing amounts at the same time it implements rate increases to its other wholesale customers, including customers served by District as provided for in the March 14, 2022 cost of service study.

iii. The foregoing rates include a return on investment of approximately \$848,000 per year. In exchange for inclusion of such return, District shall provide to Customer City no later than March 1st of each year: (A) an annual accounting of actual revenue collected by customer class compared to anticipated revenues to be collected to cover the District's cost-of-service for the prior year as shown in the March 14, 2022 cost of service study and Table 2 of Exhibit B; (B) an annual accounting of actual operating costs incurred compared to the budgeted costs for the prior year as shown in the March 14, 2022 cost of service study and the most recent District budget; and (C) the District's budget, including O&M, capital expenditures and PILOT for the current year.

iv. The foregoing rates include recovery of funds to create a repair and replacement reserve for the District. The District agrees to provide Customer City no later than March 1st of each year, a yearly: (A) capital project plan; (B) plan to govern use of the repair and replacement reserve and (C) accounting of: (1) the monies collected from each of its customer classes and wholesale customers to fund the repair and replacement reserve; (2) monies spent from the repair and replacement reserve and an overview of the projects undertaken; and (3) the remaining balance of the repair and replacement reserve.

v. After FY 2026, Customer City's rates shall increase in proportion to the yearly O&M budget established by the District compared to the prior year until such time that an update to the March 14, 2022 cost-of-service study is conducted after completion of the Southeast Quadrant Projects under the District's LTCP for the purpose of evaluating and incorporating the cost-of-service for the Southeast Quadrant Projects and any associated POTW upgrades or infrastructure constructed pursuant to District's LTCP completed as of the date of the commencement of the study. The updated cost-of-service study shall be conducted by a third-party consultant mutually agreed upon by the parties, the cost of which will be shared on a pro rata basis by the District and its customer communities.

vi. The Customer City rates determined by the updated cost-of-service study in Section 6.A.1(a)(v) shall go into effect on January 1 of the year following finalization of the study.

vii. The parties shall reserve the right to have the cost-of-service study updated prior to the conditions set forth in Paragraph 6.A.1(a)(i) or (ii) for changed circumstances, as provided for in Exhibit C of the LOI.

3. **Capacity Certification.** If Customer City is in compliance with the Agreement, including current on all payments due to District pursuant to the Agreement and operating within the instantaneous maximum peak capacity limit, as amended by this First Amendment, District will in good faith review and, if satisfactory, approve capacity certifications for any construction permits submitted by Customer City attributable to its remedial measures project under the SSO Consent Decree with a capacity that allow Customer City to transmit no more than an instantaneous maximum peak flow of 32.2 MGD to the District. District will in good faith review and, if satisfactory, approve capacity certifications for any other construction permits submitted or approved by Customer City, including those submitted by private developers in Customer City's service territory, in the ordinary course. Any disputes regarding capacity certifications for construction permits submitted or approved by Customer City to District shall be resolved in the manner provided for under Section 10 of the Agreement.

4. **True Up.** Customer City agrees to pay District \$35,000 monthly for a term of sixty-eight months in satisfaction of the terms set forth in Section 1(d) of the LOI, which totals \$2,380,000. The foregoing amount reconciles the amount paid by Customer City as compared to the rate structure established in the March 14, 2022 cost-of-service study. The initial monthly payment set forth in this paragraph shall be due 120 days following the last day of the month of execution of this First Amendment.

5. **Payment for Completed Capital Projects.** Customer City agrees to pay District in equal monthly instalments over a 24-month period for a total of \$2,022,252 for its share for the remainder of Bond Issue SP7 and Near-Term Headworks Improvement Project identified in Exhibit A. The initial monthly payment set forth in this paragraph shall be due 120 days following the last day of the month of execution of this First Amendment. Upon satisfaction of this provision, District shall waive any late penalties, interest, and financing costs owed by Customer City under the Agreement for these already completed capital projects.

6. **LTCP Costs.** Customer City shall deposit its allocated portion of the costs of each project under the LTCP provided in Exhibit A into an escrow account (the "Escrow Account") not later than the date the District awards a construction contract for each project. Upon receipt by the District of construction cost estimates from a qualified professional for a particular project, the District shall notify the Customer City of the maximum anticipated amount of the Customer City's required contribution for such project. The Customer City shall then have one hundred twenty (120) days in which to complete all authorizing actions for the issuance of its bonds (other than the actual sale thereof) to fund such contribution. The District shall schedule the receipt of construction bids to occur after such one hundred twenty (120) day period. Within thirty (30) days after the District receives construction bids for the project and

provides the Customer City with the Customer City's actual allocable share (which shall occur prior to the District's award of the construction contract for the project), Customer City shall sell and issue its bonds in an amount that generates net proceeds sufficient to fund its contribution and deposit such net proceeds into the Escrow Account. Customer City shall receive a pro rata credit for any reduction in the cost of LTCP projects in Exhibit A. If District receives grant funding for any portion of the LTCP projects in Exhibit A, Customer City shall receive a pro rata credit for the amount of the grant funding. After construction of each project provided for in Exhibit A, the District shall submit a notice to Customer City reconciling the estimated and actual construction costs of the project and indicate either a debit or credit from Customer City, which shall be paid by the Customer City or the District within 180 days of the notice.

7. This First Amendment does not amend any other provisions of the Agreement, including that the term of the Agreement shall be until December 31, 2043.

SANITARY DISTRICT OF THE
CITY OF HAMMOND, INDIANA

Marty Wielgos
Marty Wielgos,
Chief Executive Officer

ATTEST: Rachel Mouton, Business Manager

DATE: 5/11/23

TOWN COUNCIL OF THE
TOWN OF HIGHLAND, INDIANA

President

Member

Member

Member

Member

ATTEST: _____

DATE: _____

EXHIBIT A
Highland LTCP Capital Cost Allocations

Item	Construction Cost	Allocation	Estimated Date of First Construction Debt Service Payment	5th Street Pump Station Max Peak Capacity (MGD)
				25
CMDF & UV ¹	\$ 40,631,000	13.0%	5/1/2024	\$ 5,282,030
Force Main ¹	\$ 9,000,000	25%	5/1/2024	\$ 2,228,725
Kennedy Ejector Pumps ^{1,9}	\$ 1,136,988	0%	N/A	
LTCP Sub-Total	\$ 50,768,000			\$ 7,510,000
Secondary Clarifier ⁴	\$ 5,686,000	9.2%	Due ⁸	\$ 523,112
Aeration Tank Diffusers ⁴	\$ 1,995,000	9.2%	Due ⁸	\$ 183,540
Headworks ⁴	\$ 14,300,000	9.2%	Due ⁸	\$ 1,315,600
SSPS Upgrades ^{1,5}	\$ 3,307,000	15.3%	Upon Completion of Design	\$ 505,972
WWTP Upgrades ^{1,4}	\$ 37,372,000	9.2%	Upon Completion of Design	\$ 3,438,224
WWTP CMDF ^{1,6}	\$ 44,093,000	6.0%	Upon Completion of Design	\$ 2,645,580
Fine Screens ^{1,8,10}	\$ 574,000	0.0%	N/A	\$ -
Other Project Sub-Total	\$ 107,000,000			\$ 8,612,028
Total Capital Cost³	\$ 158,000,000			\$ 16,122,028
Capacity Charge ²				\$ 6,644,300
Total Cost⁷				\$ 22,770,000

Notes:

1. Including 30% contingency & 15% engineering.
2. \$269,000 per MGD for an additional 24.7 MGD for a total instantaneous max peak flow of 32.2 MGD
3. Total Capital Cost only includes projects listed above. There may be additional future capital projects.
4. WWTP project costs allocated as percentage of total annual pollutant load.
5. Percentage of peak flow pump as per Simulated Tracer Study.
6. WWTP CMDF costs allocated as percentage of peak wet weather flow reaching the WWTP as per Simulated Tracer Study.
7. Does not include interest and cost of finance.
8. Per January 7, 2020 letter RE: Capital Cost Contribution for Remainder of SP7 and Near Term Headworks Improvement Project.
9. Assumes all Highland wet weather flow will be conveyed to the CMDF.
10. Highland will need to fund their portion of the cost to screen flows to the CMDF.

EXHIBIT B
SANITARY DISTRICT of HAMMOND

5143 COLUMBIA AVENUE
HAMMOND, INDIANA 46327-1794
TELEPHONE (219) 853-6413
FAX (219) 853-6321

Board of Sanitary Commissioners

SAM DIMOPOLOS
MICHAEL DYE
HEATHER GARAY
MICHAEL R. HAWKINS SR.
OWANA MILLER



THOMAS McDERMOTT, JR.
Mayor

MARTY WIELGOS
Chief Executive Officer

RACHEL MONTFIS
Business Manager

JOSEPH P. ALLEGRETTI
Legal Counsel

May 10, 2022

Mr. Mark Knesek
Sanitary District Superintendent
3333 Ridge Road
Highland, Indiana 46319

RE: Notice of Cost-of-Service Rate and Return Payment

Dear Mr. Knesek:

As per the February 13, 2017 Binding Letter of Intent & Settlement Agreement (the "LOI") between the Town of Highland, Indiana ("Highland") and the Sanitary District of the City of Hammond ("HSD"), HSD hereby provides notice to Highland of the commencement of the cost-of-service rate established by the Cost-of-Service Study (the "COS Study") conducted by NewGen Strategies and Solutions ("NewGen") dated March 14, 2022.

Background

The LOI established an interim rate for Highland of \$1.20/1,000 gallons plus a \$7.69/month customer charge for wastewater treatment ("Interim Rate") that became effective on March 15, 2017. Section 2.b of the LOI further provides that, "Highland and HSD agree that future rates shall be set pursuant to a cost-of-service study conducted in accordance with the parameters provided by Exhibit C." According to the LOI, the Interim Rate shall apply "until the implementation of the rate structure established by the cost-of-service study, as provided in Section 2.b."

According to the LOI, "Upon implementation of the rate structure established by the cost-of-service study, the Parties shall reconcile the two rates by retroactively applying the rate structure established by the cost-of-service study to the charges incurred by Highland during the Interim Rate period. HSD shall then issue Highland within thirty (30) days a credit or debit for the difference, which shall be applied to Highland's future invoices in equal monthly installments over the same number of months that the Interim Rate was in effect or such other time agreed upon by the parties in writing."

COS Study Rate Details

The COS Study determined that Highland's rate to meet its remaining share of the wholesale cost of service revenue requirements for HSD for FY2022 is \$2.344 per thousand gallons, which includes a "Return on Investment" as a non-owner of HSD's system. A summary of NewGen's analysis is provided as Attachment A.

Reconciliation of the Interim Rate and Cost-of-Service Rate

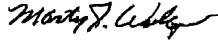
The Interim Rate will have been in effect since March 15, 2017. As per Section 1.d of the LOI, HSD will issue Highland within thirty (30) days a reconciliation of the interim rate and the rate structure established by the cost-of-service study during the Interim Rate period and issue Highland a credit or debit for the difference, to be paid in equal monthly installments over the same number of months that will be included on future invoices.

Timing of Rate Billing and Payment

Highland's cost-of-service rate for FY2022 will become effective on July 1, 2022. Highland will receive an invoice reflecting this rate on August 15, 2022, which will be payable upon receipt. Future invoices will also include a credit or debit installment detailed above.

Please contact Diana Hamilton at dhamilton@sycamoreadvisors.com or HSD's outside legal counsel at h.max.kelln@faegredrinker.com if you have any questions.

Regards,



Marty Wielgos

District Manager

CC: Robert Tweedle, Counsel for Highland Sanitary District

Bernie Zemen, Highland Town Council President

John Reed, Town of Highland Attorney

Joe Allegretti, Counsel for HSD (via e-mail)

Attachment A

Annual Wholesale Revenue Requirement

The following table shows the total wholesale revenue requirement forecast resulting from the wholesale cost of service study assuming that the phase-in increase of R&R Reserve contributions begins in FY 2023.

**Table 1
 Five-Year Wholesale Revenue Requirement Forecast**

Category	FY 2020 Test Year	FY 2021 Forecast	FY 2022 Forecast	FY 2023 Forecast	FY 2024 Forecast	FY 2025 Forecast
Maintenance	\$2,843,745	\$2,938,127	\$3,031,511	\$3,129,994	\$3,231,676	\$3,336,661
Administration	\$3,229,861	\$3,334,787	\$3,443,122	\$3,554,976	\$3,670,464	\$3,789,703
Laboratory	\$1,209,562	\$1,248,857	\$1,289,427	\$1,331,316	\$1,374,565	\$1,419,220
Treatment	\$7,382,153	\$7,621,972	\$7,869,581	\$8,125,234	\$8,389,193	\$8,661,726
Pumping	\$2,703,518	\$2,791,448	\$2,882,132	\$2,975,782	\$3,072,433	\$3,172,245
Collection	\$250,725	\$258,870	\$267,280	\$275,963	\$284,928	\$294,184
GIS	\$171,076	\$176,634	\$182,372	\$188,298	\$194,413	\$200,729
Lease Payment	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000
R&R Reserve	\$600,000	\$600,000	\$600,000	\$1,569,027	\$2,538,054	\$3,507,082
PILOT	\$1,700,000	\$2,052,553	\$2,405,105	\$2,757,658	\$3,110,210	\$3,462,763
Return	\$0	\$1,678,014	\$1,678,014	\$1,678,014	\$1,678,014	\$1,678,014
Total O&M RR	\$21,240,740	\$23,849,281	\$24,798,544	\$26,736,240	\$28,693,951	\$30,672,327
Less: Offsetting Revenues	(\$826,452)	(\$853,300)	(\$881,021)	(\$908,741)	(\$936,462)	(\$964,182)
Net O&M RR	\$20,414,288	\$22,995,981	\$23,917,523	\$25,827,498	\$27,757,489	\$29,708,144
% Change		12.6%	4.0%	8.0%	7.5%	7.0%

Table 2 shows a breakdown of annual wholesale revenue requirements to be collected from each customer community consistent with the forecast shown in Table 1 and the wholesale cost of service study's allocations.

Table 2
Wholesale Revenue Requirement Detail by Customer Community

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Test Year	Forecast	Forecast	Forecast	Forecast	Forecast
HSD						
Net O&M	\$14,087,775	\$14,546,738	\$15,020,522	\$15,515,272	\$16,026,212	\$16,553,988
Lease Payment	\$955,003	\$955,088	\$965,166	\$965,538	\$955,860	\$956,143
R&R Reserve	\$498,262	\$498,307	\$498,347	\$1,303,708	\$2,109,687	\$2,915,889
PILOT	\$1,411,743	\$1,704,669	\$1,997,629	\$2,281,344	\$2,585,154	\$2,879,041
Return	\$0	\$0	\$0	\$0	\$0	\$0
Retail Billing Costs	\$83,548	\$86,263	\$89,065	\$91,958	\$94,946	\$98,030
Total	\$17,036,332	\$17,791,085	\$18,560,729	\$20,157,820	\$21,771,759	\$23,403,082
Griffith						
Net O&M	\$875,758	\$903,811	\$932,803	\$961,313	\$990,988	\$1,021,829
Lease Payment	\$59,367	\$59,341	\$69,318	\$59,204	\$59,106	\$59,020
R&R Reserve	\$30,974	\$30,981	\$30,946	\$80,777	\$130,447	\$179,989
PILOT	\$87,760	\$106,914	\$124,057	\$141,970	\$159,854	\$177,715
Return	\$0	\$540,478	\$540,478	\$540,478	\$540,478	\$540,478
Total	\$1,053,859	\$1,640,505	\$1,687,603	\$1,783,742	\$1,880,874	\$1,979,031
Highland						
Net O&M	\$1,580,377	\$1,631,001	\$1,683,319	\$1,734,768	\$1,788,319	\$1,843,974
Lease Payment	\$107,133	\$107,086	\$107,043	\$106,839	\$106,662	\$106,506
R&R Reserve	\$55,895	\$55,871	\$55,849	\$145,768	\$235,403	\$324,805
PILOT	\$158,370	\$191,130	\$223,870	\$256,196	\$288,470	\$320,701
Return	\$0	\$848,862	\$848,862	\$848,862	\$848,862	\$848,862
Total	\$1,901,776	\$2,833,950	\$2,918,944	\$3,092,434	\$3,287,716	\$3,444,849
Whiting						
Net O&M	\$420,378	\$433,844	\$447,760	\$461,446	\$475,690	\$490,494
Lease Payment	\$28,497	\$28,485	\$28,473	\$28,419	\$28,372	\$28,331
R&R Reserve	\$14,868	\$14,862	\$14,856	\$38,774	\$62,617	\$86,398
PILOT	\$42,126	\$50,840	\$59,549	\$68,148	\$76,733	\$85,306
Return	\$0	\$288,674	\$288,674	\$288,674	\$288,674	\$288,674
Total	\$505,869	\$816,704	\$839,312	\$885,460	\$932,085	\$979,202

Cost of Service Rate Forecast

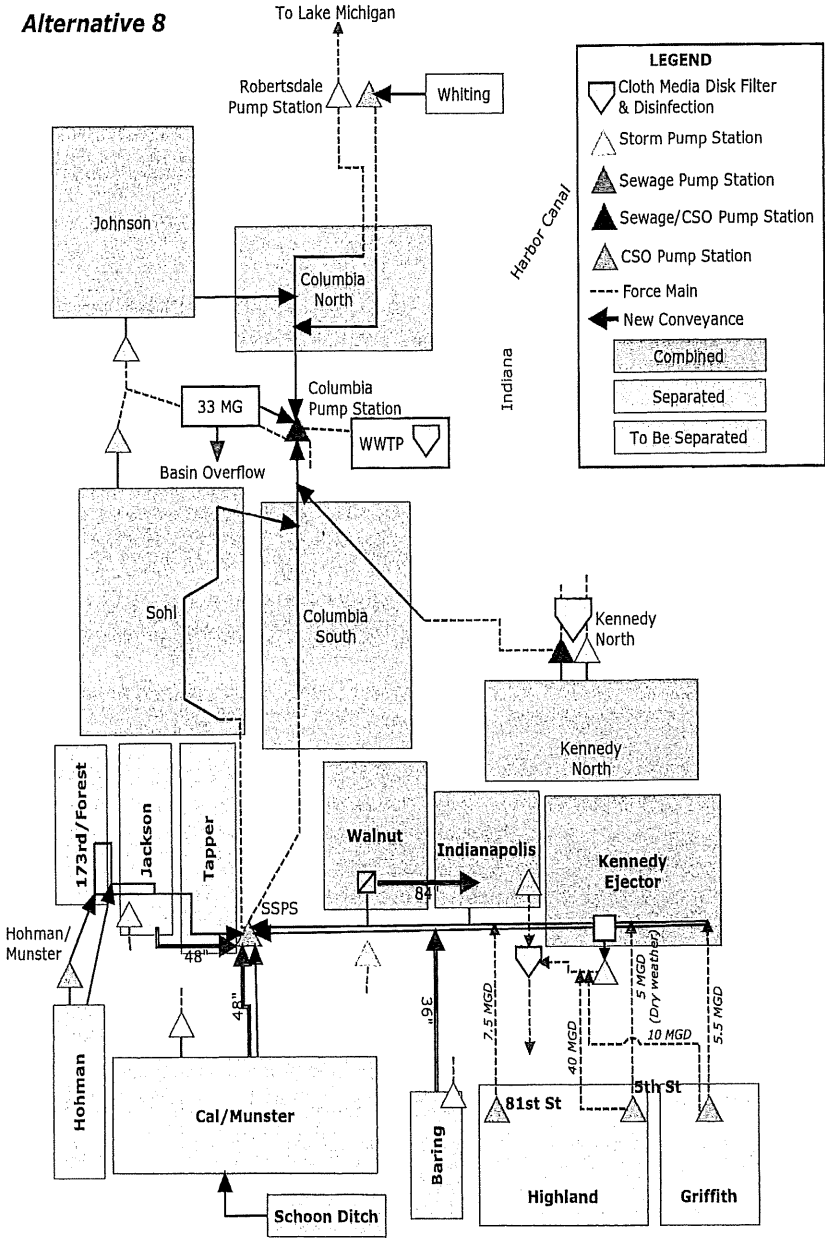
Table 3 shows the forecasted rate necessary to generate the revenue for each customer community to meet the wholesale cost of service revenue requirements shown in Table 2. Estimated volumes are shown in millions of gallons (MG) per year. Effective rates are per 1,000 gallons (kgal). Note that the rates in each year FY 2021 – FY 2025 are lower than shown in the cost of service study report due to the delay in phasing in the increase in R&R Reserve contributions.

Table 3
Cost of Service Rate Forecast

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	Test Year	Forecast	Forecast	Forecast	Forecast	Forecast
HSD						
Revenue Requirement	\$17,036,332	\$17,791,065	\$18,560,729	\$20,157,820	\$21,771,759	\$23,403,092
Estimated Volume (MG)	11,650	11,650	11,650	11,650	11,650	11,650
Effective Rate per kgal	\$1.462	\$1.527	\$1.593	\$1.730	\$1.869	\$2.009
Griffith						
Revenue Requirement	\$1,053,859	\$1,640,505	\$1,687,603	\$1,783,742	\$1,880,874	\$1,979,031
Estimated Volume (MG)	905	905	905	905	905	905
Effective Rate per kgal	\$1.164	\$1.812	\$1.864	\$1.970	\$2.078	\$2.186
Highland						
Revenue Requirement	\$1,901,776	\$2,833,950	\$2,918,944	\$3,092,434	\$3,267,716	\$3,444,849
Estimated Volume (MG)	1,245	1,245	1,245	1,245	1,245	1,245
Effective Rate per kgal	\$1.527	\$2.276	\$2.344	\$2.484	\$2.625	\$2.767
Whiting						
Revenue Requirement	\$505,869	\$616,704	\$839,312	\$885,460	\$932,085	\$979,202
Estimated Volume (MG)	523	523	523	523	523	523
Effective Rate per kgal	\$0.966	\$1.580	\$1.604	\$1.692	\$1.781	\$1.871

EXHIBIT C

Alternative 8



Comments from the Town Council:

(Good of the order)

- **Councilor Bernie Zemen:** *Liaison to the Board of Water Works Directors • Liaison and Plan Commission Member • Liaison to the Tree Board • Liaison to the Highland Neighbors for Sustainability.*

Councilor Zemen began by acknowledging Ken Mika, Building Commissioner who said the Plan Commission had a preliminary hearing last week with Jim Lyons of Osborne Partners in reference to the proposed storage facility. Mr. Lyons worked through their engineering issues and is ready to proceed with the one lot subdivision and developmental plan before the Plan Commission. He requested a public hearing next month on his proposed climate controlled facility. There are still some minimal engineering issues but nothing that should prevent him from being ready for his public hearing. He said the Council should have received a copy of the resignation letter submitted by Hunter Balczo. He is resigning because of additional work responsibilities. He reminded the Council that they will need to look for a replacement.

Councilor Zemen said the Water Board meets this Thursday. He said the Highland Neighbors for Sustainability held their monthly meeting on May 16th. Five members participated in the Park's Pride Clean-up Day. 7 members participated in Earth Day which was held in Munster this year and they gave away plants. 11 members helped with Main Street in the planting of the Community Garden. He then reminded everyone of the Memorial Day Service at 10:00 o'clock a.m. at Main Square. He said it is always well attended.

Councilor Toya Smith: • *Sanitary Board Liaison • Public Works Liaison • Advisory Board of Zoning Appeals Liaison • Liaison to the Building and Inspections.*

Councilor Smith began by acknowledging Ken Mika, Building Commissioner who advised that the BZA will be meeting this Wednesday. They have 1 item on the agenda besides the approval of the finding of facts for the setback requirement granted at their last meeting for Price Point Builders at 8327 Grace Street. The other item is a fence setback requirement for a house located on the corner of Parrish and Lincoln Street.

Councilor Smith then acknowledged Mark Knesek, Public Works Director who said he is getting a lot of calls regarding the white fire hydrants in Town. We hired a group to paint our hydrants in Town. We're gonna do a third of the hydrants every year for 3 years. We have approximately 840 hydrants in Town. This the first stage. The company blasts the hydrants down to the bare metal. The second stage is to prime them with a white primer. The third stage is to paint them yellow. He said the company should finish the first 280 hydrants by this Wednesday.

Councilor Schocke said it was his understanding that different fire hydrants have different pressures based upon the size of the mains and are color coded differently. He asked if that was still going to be the case after the hydrants are painted yellow.

Public Works Director Knesek said we have a couple of guys in our crews putting a dot on top of the hydrant, designating what color the top will be painted. Fortunately for Highland, we have no red colored tops. Most of our tops are painted either green, orange or blue. The Town flushes the hydrant first. We don't want to paint the hydrant first, then flush the hydrant and then determine we have to replace it. They started doing 45th south. They added the hydrants on Kennedy Avenue and Highway Avenues. They are getting all of the mains done first. We want them to look good for the 4th of July. The company does a great job. The hydrants look brand new.

Councilor Mark Schocke: • *Park and Recreation Board Liaison* • *Council of Community Events Commission Liaison* • *Liaison to Main Street Bureau* .

Councilor Schocke began by asking Park Director Alex Brown how his team played in a softball tournament held in Raleigh, North Carolina. Alex said he played very well but his team as a whole didn't play well. He said this was their 4th tournament this year and it is the 1st time they didn't win the tournament. Alex continued that this Thursday, at Main Square, is the Community Band Concert. He said that is one of our oldest programs that the department runs. It's a great program. Band members are of all ages. Its people that have played an instrument their whole life. It still gives them an opportunity to play in 4 concerts a year. With school ending this week, means summer camp starts next Tuesday. All of the camp directors and camp counselors are hired and people are signing up every day for that program. It starts this Tuesday at Lincoln Center. He said on June 9th, the first movie in the park will be at Main Square. The movies are always well attended with hundreds of people attending. They have already had auditions for this summer's outdoor musical. It is going to be a huge production with a huge cast. He said they have already started rehearsals. Next Thursday will be the Park Board's annual tour of the parks. The tour will take the place of the park board's study session and will begin at 5:30 o'clock p.m. He said if you see a bunch of flags at Main Square Park, they are for the new irrigation system which replaces the old one which was connected to the well that failed. They hope to have it in place by the 4th of July.

Councilor Schocke said he heard that the Park Department have filled all of their temporary summer hire positions.

Alex responded no, as they could use a couple of more. He said Public Works didn't get applications so we sent some of our applicants to them, so we we're trying to get him a few. I think we're up to 13 and we normally hire 16 or 17. He reminded the Council that since the summer help will be operating equipment, they need to be 18 years or older.

Councilor Schocke said that after our lively discussion last week with regard to the civil suits against the police officers, I did have several former police officers reach out to me. He said several officers told him that when they left, there was no exist interview. Several of these officers said they would be happy to come back and

discuss with the Council as to why they left. I thought, we could conduct some kind of study session and talk to these former officers and maybe perhaps get to the bottom of why we're losing so many officers. I don't know if that's something that the group would want to consider but I literally had like 6 to 8 different former officers reach out to me from over the years and not people that are subject to these civil suits.

- **Councilor Roger Sheeman:** *Town Board of Metropolitan Police Commissioners Liaison • Fire Department, Liaison • Chamber of Commerce Liaison • Information Communications and Technology Department Liaison.*

Councilor Sheeman began by acknowledging Ralph Potesta, Metropolitan Police Chief who said the call volumes remain steady. Nothing major to report. We did have the incident this past weekend at McDonald's. To calm everyone's fears, one of the employees was taking out the garbage at about 6:30 o'clock a.m. in the morning and he found a deceased male by the dumpster. It ended up being a 19 year old out of Gary. The Coroners office came out and we didn't find any criminal element involved. There's no danger to the public. I can't release a lot of information out of respect for the family but our patrol guys did an awesome job. Chief Timmer sent a couple of guys to help out cleaning up the scene. I'd like to thank John Mouritides and Mike Pipta who not only helped clean up the scene but ended up actually helping us block the view of some people who were attempting to video record. With summer approaching, you're gonna be seeing a lot more of our patrol guys out and about increasing traffic enforcement. As the weather is getting nicer, we will be participating in a lot of grants over the summer, which includes, DUI, Click it or ticket, driving while on your cell phone, passing school buses that are stopped. We're going to have a lot of guys out there participating in those programs. Pat Vassar does an awesome job in coordinating everybody. With school getting out this week, we've increased our school patrol making sure the younger kids are not being messed with by the older kids. We haven't had any major incidents in the past several years because of that. As mentioned previously, we have Coffee with the Cops at Sips this Wednesday. We are planning another even at McDonalds on south 41 near Meijer's. That event is planned some-time in July. As the date gets closer, we'll be putting out more information. He thanked all those who were-in attendance at the Police Memorial Service. He said they had a good showing as this was the first time it was held mid-week

He then acknowledged Fire Chief, Bill Timmer who said things were going good at the Fire Department. He said the situation over the weekend was very sad but they are there to assist the Police Department. He said he calls about once week on the new fire truck. The manufacturer said probably late July or early August which most likely means around labor day. He said they were having problems with Truck 4 or the aerial unit. Detroit Diesel is coming out tomorrow to hook it up to their computer to see if they can't analyze the problem. We are hoping it is a minor hiccup and not major deal. It has to deal with the engine and in particular the injectors. The problem was noticed on Saturday, May 13th when the ladder was extended for the girls on the run. When they went to retract the ladder, it wouldn't retract.

Councilor Schocke asked about the status of the new truck and did he really think delivery would be made by Labor Day.

Chief Timmer said I believe we will have delivery by Labor Day.

Chief Timmer was reminded by the Clerk-Treasurer that the second installment payment is due in August and without the truck in our possession, we don't have to make the payment. Attorney Reed concurred.

Chief Timmer said Munster is having the same issue. The industry says the back log is 8 to 10 months.

Councilor Sheeman then acknowledged Ed Dabrowski, IT Director who said for the week beginning May 7th through May 20th, there were 21 tech calls for service. Three (3) were from the police department, six (6) from the Clerk-Treasurer's office, two (2) from Public Works, three (3) from Parks, none (0) from the Fire Department, three (3) from Building Department and none (0) from Redevelopment and four (4) town wide. Luckily, most of them were low in nature. There were two (2) hours spent in that time period on just basic administrative duties, like paying bills. There was one and a half hours of training on-line training.

He continued we are having some issues with some legacy sequel databasing prior to our change over to the BS&A system in the Building Department. They're not able to run their old product from the State from their workstations but that was something known prior to the change-over. The product that they used was about \$15,000 a year in annual services. We saved a lot of money by moving them over to BS & A platform. All of the old data has been converted over to the new platform. He gave an example of a server in the back that runs old IBM programs. If anybody knows how to operate old IBM programs, we could still run the Town on it. The only bad news I bring to you is basically nationwide, Microsoft is increasing their prices for email. The projected increase is roughly 10 to 12 percent. So, when I am preparing the 2024 budget, the Council will see an increase in that line. He said he made all of the Department Heads aware of this increase at one of our weekly staff calls. There are really only 2 players in the email world and that's Microsoft and Google. If anybody tells you there's anything else they're not knowledgeable in the sense of the business world. The other thing I'm working on lately is trying to clean up some of the sub-sites. All of our facilities have rooms, closets, heating places where old phone equipment use to live and breathe. The computer equipment was also placed in there. The equipment's lasted a long time, considering the environmental issues. I'm putting new equipment in these sites. I might have to come back before you to get some additional appropriations to get some environmentally controlled units to protect the equipment in some of our buildings. All our buildings, are old and in need of repairs in some ways and when it comes to technology because we're getting very dependent on it. if you don't get your email for 5 minutes, people get a little nervous and all this stuff goes hand in hand. On a different note, Comcast costs are staying level. For

example, one of our circuits recently went up for renew. We got faster speed at the same price. That's the way Comcast handles their stuff.

Councilor Sheeman asked if Ed had anything to report on the outside speakers?

Ed said our vendor, is pretty overwhelmed with getting ready for festivals but he promised me a quote by the end of this month and I haven't received it as yet.

	5/7/2023	5/21/2023	4/23/2023	5/6/2023
CT	6		6	
PD	3		4	
PW	2		2	
Parks	3		3	
Bldg	3		3	
Fire	0		0	
Redev	0		1	
Town	4		4	
	21		23	
High	0		0	
Medium	0		0	
Low	21		23	
	2 hrs Admin Duties		2 hrs Admin Duties	
	0.5 hr online training		1.5 hr online training	
			Expanding MFA related	
			logins across more platforms	
			Evaluating options for email	
			hosting	

Councilor Black then asked Clerk-Treasurer Herak if he had any questions. The Clerk-Treasurer commented that he had been in contact with Lake County Council Attorney Tom O'Donnell regarding an interlocal agreement between the County Council and the Town of Highland regarding the \$250,000 pledged from the County

Council to the Town of Highland for the Parkway Drive project. Attorney Reed said he too would reach out to Attorney O'Donnell regarding the interlocal agreement.

- **Town Council President Tom Black:** *Town Executive (I.C. 36-1-2-5-(4); I.C. 36-5-2-2; I.C. 36-5-2-7); • Board of Trustees of the Police Pension Fund, Chair (By Law) • Budget Committee Chairman • Redevelopment Commission Liaison and Member • Member of the Lake County Solid Waste Management District Board • Member of the Northwestern Indiana Regional Planning Commission (NIPRC) • Shared Ethics Representative.*

Councilor Black began by acknowledging Redevelopment Director Maria Becerra who commented the Way Finding Signs are a work in progress. The staff is continuing to reach out to the various businesses and offering help with assistance in developing their panels for the signs, in particular on the municipal map that will be located in the new parking lot. She said the Main Street Farmers Market will start June the 1st, which is a Thursday. The hours of operation are from 4:00 o'clock p.m. to 9:00 o'clock p.m. Currently, 15 vendors have signed up. Next Tuesday is the Restaurant Crawl and so far 4 businesses have signed up. The businesses which signed up are: Fuzzy Line; Sip, Jose's and Sakura Bowl. She said tomorrow night the Redevelopment Commission will be meeting. Attorney Reed will be presenting a draft of the new proposed Commercial Grant to the Redevelopment Commission. She said Councilor Black asked her to check into the Safe Streets Grant. The application is due in July. She said she received 2 quotes from consultants to put together the grant. The cost of the consultant is \$9,000. If awarded the grant, we could obtain \$240,000. Basically, it is identifying any intersections or streets that have a high death count. It's just identifying the streets and developing a plan. The good thing about applying is, it actually opens up for future funding. Maria said she will need an additional to pay for the consultant to prepare the grant.

Councilor Black thanked everyone for attending the Police Memorial Service. He told Chief Potesta that the troops looked good and the equipment looked sharp.

That concluded comments from the Council and President Black then turned it over to comments from visitor's or residents, reminding them to limit it to 2 minutes.

Comments from Visitors or Residents:

Terry Steagall, Highland, began by referencing the EPA consent decree with the total project cost being roughly \$70MM but only \$7MM has been appropriated which leaves a balance of \$63MM. How is the balance to be funded? I understood that the Town is applying to the Indiana Finance Authority for the balance of the money needed. What happens if the Indiana Finance Authority turns Highland down, how will the remaining balance be funded? If it doesn't get funded, I think an explanation needs to be placed in the Gazebo Express so people can understand that a rate increase will more than likely be necessary to fund the project. Also, since engineering is complete and the project is ready to be let for bidding, once again explain to the

people what is the scope of the project. He then wanted to address the Federal Holiday called Juneteenth. Juneteenth is really about the legacy of Abraham Lincoln and the abolishing of slavery. I feel that since it is a Federal Holiday, the Town should also recognize it as a holiday for the Town's employees. To assist the Town, the Town should reach out to a group of high school students who are members of an organization called Diversity University. They can help the Town plan for activities in recognition of June 19th. Bring them in to talk to, as well as invite the Council of Community Events and see what they can do.

Councilor Black asked if there were any other comments. Hearing none, he closed comments from the public and brought it back to the Council. He then asked for a motion to pay claims.

Payment of Accounts Payable Vouchers. There being no further comments from visitors or residents, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period **May 10, 2023 through May 23, 2023**. Councilor Schocke seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified, the payroll dockets listed were ratified and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Accounts payable vouchers May 10, 2023 to May 23 2023 in the amount of **\$438,019.96**.

General Fund, \$215,670.10; MVH Fund, \$99,681.84; LAW Enforcement Continuing Education, Training and Supply Fund, \$1,017.63; Information and Communications Technology Fund, \$11,461.01; Police Pension, \$67,603.26; LR&S, \$1,984.62; M CCD, \$2,651.50; Public Safety Income Tax, \$37,950.00.

Payroll Docket for payday of May 19, 2023 by fund:

GENERAL, \$291,582.06

PAYROLL DOCKET FOR PAYDAY OF MAY 19, 2023:

Office of Clerk-Treasurer, \$16,415.61; Building and Inspection Department, \$10,340.33; Metropolitan Police Department, \$137,363.42; Public Works Department (Agency), \$72,413.40; Fire Department, \$5,072.25 and Information and Technology Department, \$4,009.55; Total Payroll: \$245,614.56.

Payroll Docket for payday of May 31, 2023 by fund:

TOTAL PAYROLL BY FUND: \$78,801.94

PAYROLL DOCKET FOR PAYDAY OF MAY 31, 2023:

BOARDS & COMMISSIONS. \$10,722.82; POLICE PENSION, \$67,495.61;
TOTAL PAYROLL: \$78,527.43.

Adjournment of Plenary Meeting. There being no further business on the agenda, the Town Council President declared the regular plenary meeting of the Town Council of Monday, May 22, 2023, adjourned at 7:36 O'clock p.m.

Mark Herak
Clerk-Treasurer

Approved by the Town Council at its meeting of June 12, 2023.