

AGENDA
HIGHLAND SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS
TUESDAY, DECEMBER 21, 2021
7:00 P.M.
PUBLIC MEETING

Pledge of Allegiance

Roll Call:

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

Minutes of Previous Session: November 16, 2021 – Public Meeting

Special Orders:

Communications:

1. A proposal by NIES Engineering for General Engineering Services for 2022.
2. Pay request #2 for the 3500 Block Jewett Avenue Water Main Replacement and Street Improvement Project. No payment due from Sanitary Board.
3. Introduce Resolution 2021-21
A RESOLUTION FOR THE AMENDMENT OF SOLID WASTE MANAGEMENT FEES ASSOCIATED WITH THE SOLID WASTE MANAGEMENT PROGRAM IN THE TOWN OF HIGHLAND, ALL PURSUANT TO IC 36-9-25 ET SEQ.

General Orders and Unfinished Business:

1. **HIGHLAND DEPARTMENT OF PUBLIC SANITATION and SANITARY DISTRICT BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2021-16**

A Resolution Affirming Net Revenue Protocol for the Sewage Enterprise Funds, Fixing and Establishing Amounts to be the Operating Reserve for the Sewage Works Operating and Maintenance Fund and Fixing a Reserve Balance for the Sewage Works Improvement Fund.
2. **HIGHLAND DEPARTMENT OF PUBLIC SANITATION and SANITARY DISTRICT BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2021-17**

A RESOLUTION AUTHORIZING AND ESTABLISHING A DISCRETE RESTRICTED BALANCE IN THE SEWAGE WORKS CASH RESERVE FUND of the SANITARY DISTRICT of HIGHLAND, LAKE COUNTY, INDIANA

3. **SANITARY DISTRICT OF HIGHLAND**
Board of Sanitary Commissioners
Resolution No. 2021-19

A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC, FOR THE 2021 CURED-IN-PLACE PIPE LINING OF SANITARY SEWERS PROJECT

4. **SANITARY DISTRICT OF HIGHLAND**
BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2021-20

A JOINT RESOLUTION OF THE BOARD OF WORKS, THE WATER WORKS BOARD OF DIRECTORS, AND THE SANITARY BOARD APPROVING AND AUTHORIZING CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE HIGHLAND BOARD OF WORKS AND DYER CONSTRUCTION CO., INC. FOR THE 3500 BLOCK OF JEWETT AVENUE WATER MAIN REPLACEMENT AND STREET IMPROVEMENT PROJECT

5. Action to approve Pay Request #1 (FINAL) for the Hook Street Storm Sewer Replacement Project in the amount of \$74,000.00 to Gatlin Plumbing & Heating, Inc.
6. Action to approve Pay Request #5 to Insituform technologies USA, LLC for the 2021 CIPP Lining Project in the amount of \$59,512.37.

New Business:

Reports:

Comments from the Commissioners:

Business from the Floor:

Claims:

\$ Per the docket in the amount of:

040	Sanitary Operating	\$222,555.00
044	Sanitary Dist Capital	\$ 59,912.37
070	Sewage Operating	\$361,594.28
072	Sewage Improv	\$ 74,217.50
	Total	\$718,279.15

Next Meeting:

The next meeting will be a study session to be held at 6:30 p.m. on Tuesday, January 4, 2022. The next regularly scheduled Public Meeting will be held Tuesday, January 18, 2022 at 7:00 p.m. following a study session at 6:30 p.m.

Adjournment:

**MINUTES OF THE REGULAR PUBLIC MEETING
BOARD OF SANITARY COMMISSIONERS
TUESDAY NOVEMBER 16, 2021**

The Board of Sanitary Commissioners of the Sanitary District of Highland convened in a study session immediately before the Regular Public Meeting at 6:30 p.m. on Tuesday November 16, 2021 with Commissioner Garcia presiding, in the meeting room of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana, in order to discuss the final agenda of the regular meeting.

Silent Roll Call: Commissioners Laura Corpus, Rex Burton, Greg Cieslak, Dave Jones and Richard Garcia. Also present were Mark Knesek, Public Works Director, Tim Gembala, Public Works, Derek Snyder of NIES Engineering, Inc., Robert Tweedle, Attorney and Michael Griffin, Clerk Treasurer. Mark Herak, Town Councilman arrived at 6:35.

Commissioner Garcia stated he has received an email from a resident regarding the regionalizing the water system. A discussion followed and the commission decided it would not be feasible.

Mr. Griffin went over Town Council Resolution 2021-34.

Mr. Knesek spoke about an issue on Main Street regarding elimination of septic system and potential grant availability and an issue with a property. A discussion took place.

Mr. Knesek gave an update on the new dump fees. He emailed the councilmen to get things started. He is hoping to get the new fees in place in January 2022.

At 7:00 the study session ended and the Regular Meeting of the Board of Sanitary Commissioners of the Sanitary District of Highland convened with Commissioner Garcia presiding, in the meeting room of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana. The Regular Public meeting was opened with the Pledge of Allegiance to the United States of America.

Roll Call: Commissioners Laura Corpus, Rex Burton, Greg Cieslak, Dave Jones and Richard Garcia. Also present were Mark Knesek, Public Works Director, Tim Gembala, Public Works, Derek Snyder of NIES Engineering, Inc., Robert Tweedle, Attorney, Mark Herak, Town Councilman.

The minutes from the October 19, 2021 public meeting are approved.

Special Order: None

Communications: None

General Order and Unfinished Business:

- 1 Action to approve Pay Request #3 for the 2021 CIPP Lining of Sanitary Sewers in the amount of \$334,454.40 (\$371,616.00 less \$37,161.60 retainage) to Insituform Technologies, LLC.

Commissioner Burton motioned to approved Pay Request #3. Commissioner Corpus seconded. Upon a roll-call, there were five (5) affirmatives and no (0) negatives. The motion passes.

- 2 Action to approve Pay Request #1 for the 3500 Block of Jewett Avenue Water Main Replacement and Street Improvement in the amount of \$57,544.64 (\$51,790.18 less \$5,754.46 retainage) to Dyer Construction Co.

Commissioner Cieslak motioned to approved Pay Request #1. Commissioner Burton seconded. Upon a roll-call, there were five (5) affirmatives and no (0) negatives. The motion passes.

New Business: Request from Violet Kansky, Trustee of 9005 Cottage Grove for reimbursement of 80% for foundation drain separation program. The total amount was \$3,109.00. She is seeking 80% which is \$2,400.00, not including the permit fee.

Per Mr. Knesek this will have to wait. He is waiting on the W9.

New Business: None

Reports: None

Comments from the Commissioners: None

Business from the floor: None

Claims:

\$ Per the docket in the amount of:

040	Sanitary District Operating	\$ 25,109.57
044	Sanitary Dist Capital	\$334,946.48
070	Sewage Operating	\$241,468.53
<u>072</u>	<u>Sewage Improv</u>	<u>\$ 59,594.78</u>
	Total	\$661,219.36

Commissioner Burton motioned to approve the docket. Commissioner Cieslak seconded. Upon a roll-call, there were five (5) affirmatives and no (0) negatives. The motion passes.

Next Meeting: The next meeting is a study session will be Tuesday January 4, 2022 at 6:30p.m. The next regularly scheduled Public Meeting Session will be held Tuesday January 18, 2022 at 7:00 p.m., following a study session at 6:30 p.m.

Adjournment: There being no other business to come before the Board of Sanitation Commissioners, Commissioner Burton moved to adjourn. Upon a voice vote, the meeting was adjourned at 7:09 pm.

The Board of Sanitary Commissioners of the Sanitary District of Highland convened in study session immediately after the Public Meeting.

Present at the study session on silent roll call were Commissioners Laura Corpus, Rex Burton, Greg Cieslak, Dave Jones and Richard Garcia. Also present were Mark Knesek, Public Works Director, Tim Gembala, Public works, Derek Snyder of NIES Engineering, Inc.; Robert Tweedle, Attorney, Mark Herak, Town Councilman, Michael Griffin, Clerk-Treasurer.

Mr. Herak had questions concerning leave and branch pickup. Mr. Knesek explained how they are being handled right now.

Mr. Tweedle gave an about the illegal discharge of grease products. He has been in touch with the attorneys. Everyone is on board to get it taken care of to the Towns approval. Just waiting for the process to take place. Mr. Tweedle asked the council to agree to one more continuance. They agreed. Per Mr. Knesek, as of lately the discharge has stopped according to the test which is ongoing.

Mr. Snyder stated the Hook Street is complete and there will be a pay request for the December agenda. Also, the Jewett Street project is complete.

Mr. Tweedle gave an update on the HSD negotiations cost of service. A discussion took place.

Mr. Griffin gave an update on the financials.

The meeting adjourned at 7:57.

Respectfully Submitted,
Denise Beck, Recording Secretary



December 6, 2021

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

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

Dear Mr. Garcia:

Thank you for the opportunity to present this proposal to provide engineering services to the Highland Board of Sanitary Commissioners for the period of January 1, 2022 through December 31, 2022. The work will include routine consulting, attendance at up to two Sanitary Board meetings per month and execution of small projects as assigned by the Board. It is anticipated that larger projects would be accomplished under separate agreements.

We propose to attend Sanitary Board meetings as described above for the lump sum retainer of \$360.00 per month, billed quarterly. This represents a 2.9% increase over last year's monthly retainer. Routine consulting and project work assigned under this agreement will be billed at 2.9 times the actual salary of staff assigned. Current hourly billing ranges by staff category are presented in Table 1. Direct expenses such as mileage, reproduction and similar items will be billed at actual cost. The services of others, if required, will be billed at actual cost plus a 5 percent markup. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

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

Yours very truly,
NIES Engineering, Inc.

TOWN OF HIGHLAND BOARD OF SANITARY COMMISSIONERS

Accepted By: _____

Derek R. Snyder, P.E.
Principal

Date: _____

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

mail@niesengineering.com

www.niesengineering.com

Table 1

2022 NIES Engineering Personnel Hourly Rates

Classification	Hourly Rate	
	From	To
Intern	\$40.00	\$50.00
Clerical	\$30.00	\$45.00
Senior Clerical	\$45.00	\$50.00
Administrative Assistant	\$60.00	\$65.00
Senior Administrative Assistant	\$70.00	\$80.00
Technician Level 1	\$55.00	\$65.00
Technician Level 2	\$65.00	\$80.00
Technician Level 3	\$80.00	\$90.00
Technician Level 4	\$90.00	\$105.00
Technician Level 5	\$105.00	\$110.00
Technician Level 6	\$110.00	\$120.00
Engineer Level 1	\$70.00	\$85.00
Engineer Level 2	\$85.00	\$95.00
Engineer Level 3	\$95.00	\$110.00
Engineer Level 4	\$110.00	\$130.00
Engineer Level 5	\$130.00	\$145.00
Project Manager	\$125.00	\$135.00
Senior Project Manager	\$160.00	\$175.00
Principal Level 1	\$130.00	\$145.00
Principal Level 2	\$145.00	\$155.00
Senior Principal	\$190.00	\$200.00

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-2022-M29



December 17, 2021

Mr. Mark Knesek, Public Works Director
 Highland Public Works
 8001 Kennedy Avenue
 Highland, IN 46322

RE: Pay Request No. 2
 3500 Block of Jewett Avenue Water Main Replacement and Street Improvement Project

Dear Mr. Knesek:

As engineers for the 3500 Block of Jewett Avenue Water Main Replacement and Street Improvement Project, we have reviewed the enclosed Pay Request No. 2 submitted by Dyer Construction Co., Inc. Upon this review, we recommend that the current retainage amounts be withheld and that the current payments due be paid by the respective Boards. The payment breakdown is as follows:

Pay Request No. 2

Original Contract Amount	\$	568,658.00
Change Order Total	+ \$	0.00
Revised Contract Amount	\$	568,658.00
Total Completed & Stored to Date	\$	545,694.99
Retainage Prior Pay Requests	- \$	24,737.98
Payment Prior Pay Requests	- \$	222,641.82
Total Completed & Stored this Pay Request	\$	298,315.19
Retainage this Pay Request	- \$	0.00
Total Current Payment Due	\$	298,315.19

	Board of Works	Water Works Board	Sanitary Board
Retainage to Withhold	None	None	None
Current Payment Due	\$267,797.93	\$30,517.26	None

Enclosed are 3 originals of Pay Request No. 2 from Dyer Construction Co., Inc., including an itemized breakdown and the Contractor's partial waiver of lien.

Yours very truly,
 NIES Engineering, Inc.

Derek R. Snyder, P.E.
 Principal

cc: Highland Water Works Board
 Highland Board of Works
 Highland Sanitary Board
 Keith Kegebein, Dyer Construction Co., Inc.

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mail@niesengineering.com
♦
www.niesengineering.com

Dyer Construction Company, Inc.

Invoice # 2
 Invoice Date: 12/15/2021
 Dates Submitted: 11/01/2021 - 12/03/2021
Contract # 2127
 3500 Block of Jewett Ave WM & Street Improvement
 Job: 2127

Pay Estimate Summary Report

Owner
 Town of Highland Board of Works
 3333 Ridge Road
 Highland, IN 46322

Contractor
 Dyer Construction Company, Inc.
 1716 Sheffield Avenue
 Dyer, IN 46311
 USA

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
1	Mobilization and Demobilization	1.00	LS	34,000.00	34,000.00	0.7500	0.2500	1.0000	8,500.00	34,000.00
2	Maintenance of Traffic	1.00	LS	2,500.00	2,500.00	0.5000	0.5000	1.0000	1,250.00	2,500.00
3	Produce Pre-Construction Video	1.00	LS	1,475.00	1,475.00	1.0000	0.0000	1.0000	0.00	1,475.00
4	Remove and Dispose Existing Tree, 18" Pay Dia., In	1.00	EA	500.00	500.00	1.0000	0.0000	1.0000	0.00	500.00
4	Remove and Dispose Existing Tree, 30" Pay Dia., In	1.00	EA	1,200.00	1,200.00	1.0000	0.0000	1.0000	0.00	1,200.00
5	Asphalt Pavement Removal, 4-inch Depth Typ. 1,500.00 SY	1.00	EA	4.78	7,170.00	0.0000	1,522.7000	1,522.7000	7,278.51	7,278.51
6	Sidewalk or Driveway, Concrete or Asphalt, Remove	690.00	SY	10.76	7,424.40	0.0000	761.0000	761.0000	8,188.36	8,188.36
7	Curb and Gutter, Concrete, Remove	60.00	LF	10.34	620.40	0.0000	59.0000	59.0000	610.06	610.06
8	Storm Sewer Structure, Remove	6.00	EA	493.55	2,961.30	7.0000	0.0000	7.0000	0.00	3,454.85
9	Storm Sewer Pipe, Remove	69.00	LF	36.78	2,537.82	71.0000	0.0000	71.0000	0.00	2,611.38
10	Storm Sewer Pipe, Remove or Abandon with Flowable	640.00	LF	14.65	9,376.00	785.0000	0.0000	785.0000	0.00	11,500.25
11	Excavation, Unclassified	1,010.00	CY	29.05	29,340.50	0.0000	1,048.0000	1,048.0000	30,444.40	30,444.40
12	8-inch Dia. PC 350 Ductile Iron Pipe with V-Bio Po 625.00	123.00	LF	123.00	76,875.00	618.8000	0.0000	618.8000	0.00	76,112.40
13	10-inch Dia. PC 350 Ductile Iron Pipe with V-Bio P 10.00	10.00	LF	261.05	2,610.50	6.9000	0.0000	6.9000	0.00	1,801.25
14	8-inch Dia. AWWA C515 Gate Valve with Valve Box	3.00	EA	2,713.56	8,140.68	3.0000	0.0000	3.0000	0.00	8,140.68
15	10-inch Dia. AWWA C515 Gate Valve with Valve Box	2.00	EA	3,475.29	6,950.58	2.0000	0.0000	2.0000	0.00	6,950.58
16	Ductile Iron Mechanical Joint Compact Fittings	330.00	LB	16.43	5,421.90	239.0000	0.0000	239.0000	0.00	3,926.77
17	Fire Hydrant Assembly and Auxiliary Valve with Val	1.00	EA	7,982.43	7,982.43	1.0000	0.0000	1.0000	0.00	7,982.43
18	1-inch Dia. Water Service Sets	18.00	EA	1,357.08	24,427.44	8.0000	8.0000	16.0000	10,856.64	21,713.28
19	1-inch Dia. Type K Copper Water Service Line	676.00	LF	54.91	37,119.16	284.8000	0.0000	563.1000	15,281.45	30,919.82
20	6-inch Dia. Storm Lateral Tap, Including Core Dri	12.00	EA	894.33	10,731.96	10.0000	0.0000	10.0000	0.00	8,943.30
21	6-inch Dia. Storm Lateral, SDR 35 PVC, Including R	336.00	LF	105.73	40,600.32	336.9000	0.0000	336.9000	0.00	35,620.44
22	12-inch Dia. Storm Sewer, SDR 35 PVC	73.00	LF	94.37	6,889.01	72.0000	0.0000	72.0000	0.00	6,794.64
23	12-inch Dia. Storm Sewer, AWWA C900, DR 25 PVC	28.00	LF	107.52	3,010.56	32.0000	0.0000	32.0000	0.00	3,440.64
24	Storm Catch Basin, Including Casting	4.00	EA	3,120.56	12,482.24	4.0000	0.0000	4.0000	0.00	12,482.24
25	Curb and Gutter, Concrete	1,269.00	LF	30.58	38,806.02	0.0000	1,259.0000	1,259.0000	38,500.22	38,500.22
26	Sidewalk, Concrete, 4 in.	650.00	SY	66.71	43,381.50	0.0000	633.4000	633.4000	42,254.11	42,254.11
27	Sidewalk or Driveway, Concrete, 5 in.	250.00	SY	69.64	17,410.00	0.0000	317.5000	317.5000	22,110.70	22,110.70
28	Curb Ramp, Concrete	9.00	SY	183.60	1,652.40	0.0000	8.4000	8.4000	1,542.24	1,542.24
29	Tri-Axial Geogrid	2,520.00	SY	6.51	16,405.20	0.0000	2,447.1000	2,447.1000	15,930.62	15,930.62
30	INDOT #53 Compacted Limestone Aggregate Base Cours	1,100.00	TON	29.72	32,989.20	0.0000	1,037.0000	1,037.0000	30,819.64	30,819.64
31	Furnish and Adjust New Storm Manhole Casting to Gr	2.00	EA	1,127.25	2,254.50	0.0000	1.0000	1.0000	1,127.25	1,127.25
32										

Dyer Construction Company, Inc.

Pay Estimate Summary Report

Owner
 Town of Highland Board of Works
 3333 Ridge Road
 Highland, IN 46322

Contractor
 Dyer Construction Company, Inc.
 1716 Sheffield Avenue
 Dyer, IN 46311
 USA

Invoice # 2
 Invoice Date: 12/15/2021
 Dates Submitted: 11/01/2021 - 12/03/2021
Contract # 2127
 3500 Block of Jewett Ave WM & Street Improvement
 Job: 2127

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
33	HMA Intermediate Course, 19.0mm, 2.5-inch Minimum	300.00	TON	67.09	20,127.00	0.0000	331.2500	331.2500	22,223.56	22,223.56
34	Tack Coat Between HMA Courses, 0.10 Gall/SY	2,160.00	SY	0.42	907.20	0.0000	2,195.9000	2,195.9000	922.28	922.28
35	HMA Surface Course, 9.5mm, 1.5-inch Minimum Thickn	180.00	TON	78.23	14,081.40	0.0000	198.7500	198.7500	15,548.21	15,548.21
36	Replacement Tree, 1.25" Min. Caliper	7.00	EA	575.00	4,025.00	0.0000	0.0000	0.0000	0.00	0.00
37	4" Topsoil and Sod for Grass Restoration, Includin	1,300.00	SY	15.25	21,197.50	0.0000	1,556.0000	1,556.0000	23,729.00	23,729.00
38	Erosion and Sedimentation Control	1.00	LS	2,395.88	2,395.88	0.5000	0.5000	1.0000	1,197.94	2,395.88
39	Excavation and Backfill of Unsuitable Subgrade, In	106.00	CY	106.98	10,698.00	0.0000	0.0000	0.0000	0.00	0.00

Original Contract Amount 568,658.00
 Change Order Amount 0.00
Total Contract (\$) 568,658.00

Work Completed to Date 545,694.99
 Stored Material 0.00

Total Complete/Stored/Pending (\$) 545,694.99
 Less Retainage 24,737.98
Total [Less Retainage] (\$) 520,957.01
 Adjustments 0.00
 Less Previously Requested 222,641.82

Amount Due This Request (\$) 298,315.19

Approved By: _____
 Owner

Approved By: _____
 Contractor

Approved By: _____

PARTIAL WAIVER OF LIEN

STATE OF (IN)
 COUNTY OF (Lake) ss
 To Whom It May Concern:

WHEREAS the undersigned has been employed by Town of Highland Board of Works to furnish site development and labor for the premises known as 3500 Block of Jewett Ave WM & Street Improvement.

The undersigned, for and in consideration of \$298,315.19
TWO HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED FIFTEEN 19/100
 and other good and valuable considerations, the receipt whereof is acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the STATE OF IN. relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above described premises, INCLUDING EXTRAS.*

DATE: 12/16/2021 DYER CONSTRUCTION COMPANY, INC
1716 SHEFFIELD AVE
DYER, IN 46311

SIGNATURE AND TITLE: *Susan Thompson* Treasurer

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF (IN)
 COUNTY OF (Lake) ss

To Whom It May Concern:
 THE UNDERSIGNED, SUSAN THOMPSON BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS THE PRINCIPAL OF DYER CONSTRUCTION COMPANY, INC WHO IS THE CONTRACTOR FURNISHING SITE WORK FOR THE PREMISES KNOWN AS 3500 BLOCK OF JEWETT AVE WM & STREET IMPROVEMENT- OWNED BY TOWN OF HIGHLAND BOARD OF WORKS.

That the total amount of the contract including extras* is \$568,658.00
 on which he or she has received payment \$222,641.82

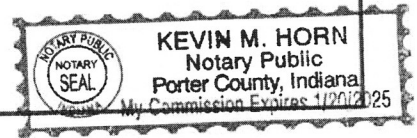
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished materials or labor or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESS	WHAT FOR:	CONTRACT PRICE:	AMOUNT PAID:	THIS PAYMENT:	BALANCE DUE:
Dyer Construction	site development/labor & equipment	\$568,658.00	\$222,641.82	\$298,315.19	\$47,700.99
Total labor and material including extras to complete:		\$568,658.00	\$222,641.82	\$298,315.19	\$47,700.99

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 12/16/2021 SIGNATURE & TITLE: *Susan Thompson* Treasurer

SUBSCRIBED AND SWORN BEFORE ME THIS 16TH DAY OF DECEMBER, 2021
 *EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT
Kevin Horn
 NOTARY PUBLIC



Contract Number 21-539

Change Order Number 1

CHANGE ORDER

Owner: Town of Highland Board of Works

Project: 3500 Block of Jewett Avenue - Water Main Replacement & Street Improvement

Owner's Name: Town of Highland Board of Works

Owner's Address: 3333 Ridge Road, Highland, IN 46322

Contractor: Dyer Construction Co., Inc.

Contractor's Address: 1716 Sheffield Avenue, Dyer, IN 46311

DESCRIPTION OF CHANGE:

1. Adjust quantities of original contract items based on actual quantities installed, as tabulated on attached Table 1. A decrease to the contract price of \$22,963.01, divided as follows:
 - Board of Works: Decrease of \$6,831.79.
 - Water Works Board: Decrease of \$11,980.48.
 - Sanitary Board: Decrease of \$4,150.74.

REASON FOR CHANGE:

1. Adjustment of original contract item quantities is described as follows:

Items 6-7	Actual area of asphalt pavement and sidewalk/driveway removed, respectively.
Item 8	Actual length of curb and gutter removed.
Item 9	Actual number of storm structures removed. A buried structure was found.
Items 10-11	Actual length of storm sewer pipe removed. More pipe requiring removal was found than originally estimated beyond the limits of sewer televising videos.
Item 12	Actual volume of unclassified excavation.
Items 13-14	Actual length of 8-inch and 10-inch pipe installed, respectively.
Item 17	Actual weight of fittings installed.
Items 19-20	Actual number and length of 1-inch copper water services installed, respectively. 3528 and 3541 Jewett each only had one service rather than two per original locates.
Items 21-22	Actual number and length of 6-inch storm sewer laterals installed, respectively. Fewer laterals were required than originally estimated.
Items 23-24	Actual length of 12-inch SDR 35 and 12-inch AWWA C900 PVC pipe installed, respectively.
Item 26	Actual length of curb and gutter installed.

Contract Number 21-539

Change Order Number 1

Items 27-29	Actual area of 4-inch sidewalk and 5-inch sidewalk/driveway and ADA curb ramps removed and replaced, respectively. Driveway apron widths were expanded to provide monolithic shared driveway aprons at 3531/3535 and 3528/3542 Jewett.
Item 30	Actual area of tri-axial geogrid installed.
Items 31, 33, 35	Actual tonnage of INDOT #53 limestone aggregate roadway base, HMA intermediate and HMA surface courses installed for pavement replacement, respectively.
Item 32	Actual number of storm sewer manhole castings furnished and installed.
Item 34	Actual area of tack installed between courses of new HMA pavement.
Item 36	No replacement trees were planted as part of this contract due to weather limitations and species availability. Town staff plan to install replacement trees in Spring 2022 using grant-funded trees for property owners requesting new trees.
Item 37	Actual area of topsoil and sod installed.
Item 38	No unsuitable subgrade was encountered.

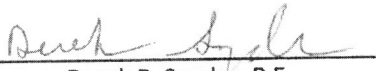
Contract Number 21-539

Change Order Number 1

ORIGINAL CONTRACT PRICE	\$ <u>568,658.00</u>
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDER(S)	\$ <u>568,658.00</u>
NET DECREASE IN CONTRACT PRICE THIS CHANGE ORDER	\$ <u>(22,963.01)</u>
TOTAL ADJUSTED CONTRACT PRICE INCLUDING THIS CHANGE ORDER	\$ <u>545,694.99</u>

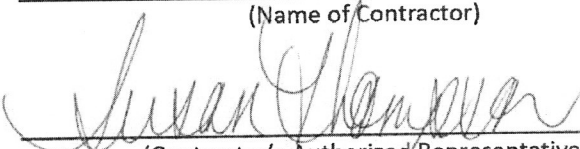
This change order extends the time to complete the work by 15 calendar days to December 8, 2021.

This change order prepared by: NIES Engineering, Inc.

 Derek R. Snyder, P.E.	<u>IN 11100654</u> (P.E. Number)	<u>12/16/2021</u> Date
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The undersigned agree to the terms of the change order.

Dyer Construction Co., Inc.
(Name of Contractor)


(Contractor's Authorized Representative)

12-16-2021
Date

(Owner's Authorized Representative – Board of Works)

Date

(Owner's Authorized Representative – Water Works Board)

Date

(Owner's Authorized Representative – Sanitary Board)

Date

Table 1
Town of Highland, Indiana
3500 Block of Jewett Avenue Water Main Replacement and Street Improvement Project
Change Order #1 - Change in Original Contract Quantities

Item	Description	Original Contract			Original Contract Breakdown (By Board)			Actual Installed			Net Change			Total				
		Quantity	Unit Price	Amount	Board of Works	Water Works Bd.	Sanitary Board	Board of Works	Water Works Bd.	Sanitary Board	Board of Works	Water Works Bd.	Sanitary Board		Amount			
1	Mobilization and Demobilization	1	LS	\$ 34,000.00	\$ 34,000.00	\$ 13,800.00	\$ -	\$ -	\$ -	\$ 20,400.00	\$ 13,800.00	\$ -	\$ -	\$ -				
2	Maintenance of Traffic	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,500.00	\$ 1,000.00	\$ -	\$ -	\$ -				
3	Produce Pre-Construction Video	1	LS	\$ 1,475.00	\$ 1,475.00	\$ 885.00	\$ 590.00	\$ -	\$ -	\$ 885.00	\$ 590.00	\$ -	\$ -	\$ -				
4	Remove and Dispose Existing Tree, 18-inch Pay Dia., Including Stump Grinding	1	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -				
5	Remove and Dispose Existing Tree, 30-inch Pay Dia., Including Stump Grinding	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -				
6	Asphalt Pavement Removal, 4-inch Depth Typ.	1,500	SY	\$ 4.78	\$ 7,170.00	\$ 7,170.00	\$ -	\$ -	\$ -	\$ 7,170.00	\$ -	\$ -	\$ -	\$ -				
7	Asphalt Pavement Removal, 4-inch Depth Typ.	890	SY	\$ 10.76	\$ 9,574.80	\$ 7,424.40	\$ -	\$ -	\$ -	\$ 7,424.40	\$ -	\$ -	\$ -	\$ -				
8	Sidewalk or Driveway, Concrete or Asphalt, Remove	60	LF	\$ 10.34	\$ 620.40	\$ 620.40	\$ -	\$ -	\$ -	\$ 620.40	\$ -	\$ -	\$ -	\$ -				
9	Curb and Gutter, Concrete, Remove	6	EA	\$ 493.35	\$ 2,960.10	\$ -	\$ -	\$ -	\$ -	\$ 2,960.10	\$ -	\$ -	\$ -	\$ -				
10	Storm Sewer Structure, Remove	69	LF	\$ 36.78	\$ 2,537.82	\$ 2,537.82	\$ -	\$ -	\$ -	\$ 2,537.82	\$ -	\$ -	\$ -	\$ -				
11	Storm Sewer Pipe, Remove or Abandon with Flowable Fill, Including Lateral Investigation	640	LF	\$ 14.85	\$ 9,516.00	\$ -	\$ -	\$ -	\$ -	\$ 9,516.00	\$ -	\$ -	\$ -	\$ -				
12	Excavation, Unexcavated	1,010	CY	\$ 29.05	\$ 29,340.50	\$ 29,340.50	\$ -	\$ -	\$ -	\$ 29,340.50	\$ -	\$ -	\$ -	\$ -				
13	8-inch Dia. PC 350 Ductile Iron Pipe with V-Bio Polyethylene Encasement	625	LF	\$ 123.00	\$ 76,875.00	\$ -	\$ -	\$ -	\$ -	\$ 76,875.00	\$ -	\$ -	\$ -	\$ -				
14	10-inch Dia. PC 350 Ductile Iron Pipe with V-Bio Polyethylene Encasement	10	LF	\$ 261.05	\$ 2,610.50	\$ -	\$ -	\$ -	\$ -	\$ 2,610.50	\$ -	\$ -	\$ -	\$ -				
15	8-inch Dia. AWWA C515 Gate Valve with Valve Box	3	EA	\$ 2,713.56	\$ 8,140.68	\$ -	\$ -	\$ -	\$ -	\$ 8,140.68	\$ -	\$ -	\$ -	\$ -				
16	10-inch Dia. AWWA C515 Gate Valve with Valve Box	2	EA	\$ 3,475.29	\$ 6,950.58	\$ -	\$ -	\$ -	\$ -	\$ 6,950.58	\$ -	\$ -	\$ -	\$ -				
17	Ductile Iron Mechanical Joint Compact Fittings	330	LB	\$ 16.43	\$ 5,421.90	\$ -	\$ -	\$ -	\$ -	\$ 5,421.90	\$ -	\$ -	\$ -	\$ -				
18	Fire Hydrant Assembly and Auxiliary Valve with Valve Box	1	EA	\$ 7,982.43	\$ 7,982.43	\$ -	\$ -	\$ -	\$ -	\$ 7,982.43	\$ -	\$ -	\$ -	\$ -				
19	1-inch Dia. Water Service Sels	18	EA	\$ 1,357.08	\$ 24,427.44	\$ -	\$ -	\$ -	\$ -	\$ 24,427.44	\$ -	\$ -	\$ -	\$ -				
20	1-inch Dia. Type K Copper Water Service Line	676	LF	\$ 54.91	\$ 37,119.16	\$ -	\$ -	\$ -	\$ -	\$ 37,119.16	\$ -	\$ -	\$ -	\$ -				
21	6-inch Dia. Storm Lateral Tap, Including Core Drilling, Inertia-Fee, and Required Fittings	12	EA	\$ 894.33	\$ 10,731.96	\$ -	\$ -	\$ -	\$ -	\$ 10,731.96	\$ -	\$ -	\$ -	\$ -				
22	6-inch Dia. Storm Lateral, SDR 35 PVC, Including Removal of Existing Lateral	384	LF	\$ 105.73	\$ 40,600.32	\$ -	\$ -	\$ -	\$ -	\$ 40,600.32	\$ -	\$ -	\$ -	\$ -				
23	12-inch Dia. Storm Sewer, SDR 35 PVC	73	LF	\$ 94.37	\$ 6,889.01	\$ 6,889.01	\$ -	\$ -	\$ -	\$ -	\$ 6,889.01	\$ -	\$ -	\$ -				
24	12-inch Dia. Storm Sewer, AWWA C900, DR 25 PVC	28	LF	\$ 107.52	\$ 3,010.56	\$ 3,010.56	\$ -	\$ -	\$ -	\$ 3,010.56	\$ -	\$ -	\$ -	\$ -				
25	Curb and Gutter, Concrete, 4 in.	4	EA	\$ 3,120.56	\$ 12,482.24	\$ 12,482.24	\$ -	\$ -	\$ -	\$ 12,482.24	\$ -	\$ -	\$ -	\$ -				
26	Curb and Gutter, Concrete, 5 in.	1,269	LF	\$ 30.58	\$ 38,606.02	\$ 38,606.02	\$ -	\$ -	\$ -	\$ 38,606.02	\$ -	\$ -	\$ -	\$ -				
27	Sidewalk or Driveway, Concrete, 4 in.	650	SY	\$ 66.71	\$ 43,361.50	\$ 43,361.50	\$ -	\$ -	\$ -	\$ 43,361.50	\$ -	\$ -	\$ -	\$ -				
28	Sidewalk or Driveway, Concrete, 5 in.	250	SY	\$ 89.64	\$ 22,410.00	\$ 17,410.00	\$ -	\$ -	\$ -	\$ 17,410.00	\$ -	\$ -	\$ -	\$ -				
29	Curb Ramp, Concrete	9	SY	\$ 183.60	\$ 1,652.40	\$ 1,652.40	\$ -	\$ -	\$ -	\$ 1,652.40	\$ -	\$ -	\$ -	\$ -				
30	Tri-Axial Geogrid	2,520	SY	\$ 6.51	\$ 16,405.20	\$ 16,405.20	\$ -	\$ -	\$ -	\$ 16,405.20	\$ -	\$ -	\$ -	\$ -				
31	INDOT #93 Compacted Limestone Aggregate Base Course	1,110	TON	\$ 29.72	\$ 32,889.20	\$ 32,889.20	\$ -	\$ -	\$ -	\$ 32,889.20	\$ -	\$ -	\$ -	\$ -				
32	Furnish and Adjust New Storm Manhole Casing to Grade	2	EA	\$ 1,127.25	\$ 2,254.50	\$ 2,254.50	\$ -	\$ -	\$ -	\$ 2,254.50	\$ -	\$ -	\$ -	\$ -				
33	HMA Intermediate Course, 19.0mm, 2.5-inch Minimum Thickness	300	TON	\$ 67.08	\$ 20,227.00	\$ 20,227.00	\$ -	\$ -	\$ -	\$ 20,227.00	\$ -	\$ -	\$ -	\$ -				
34	Tack Coat Between HMA Courses, 0.10 Gal/SY	2,160	SY	\$ 0.42	\$ 907.20	\$ 907.20	\$ -	\$ -	\$ -	\$ 907.20	\$ -	\$ -	\$ -	\$ -				
35	HMA Surface Course, 9.5mm, 1.5-inch Minimum Thickness	180	TON	\$ 78.23	\$ 14,081.40	\$ 14,081.40	\$ -	\$ -	\$ -	\$ 14,081.40	\$ -	\$ -	\$ -	\$ -				
36	Replacement Tree, 1.5-inch Min. Caliper	1,390	SY	\$ 15.25	\$ 21,187.50	\$ 21,187.50	\$ -	\$ -	\$ -	\$ 21,187.50	\$ -	\$ -	\$ -	\$ -				
37	4-inch Topsoil and Silt for Grass Restoration, Including Maintenance Watering	1	LS	\$ 2,995.88	\$ 2,995.88	\$ 1,437.53	\$ 958.35	\$ -	\$ -	\$ 1,437.53	\$ 958.35	\$ -	\$ -	\$ -				
38	Erosion and Sedimentation Control	100	CY	\$ 106.98	\$ 10,698.00	\$ 10,698.00	\$ -	\$ -	\$ -	\$ 10,698.00	\$ -	\$ -	\$ -	\$ -				
39	Excavation and Backfill of Unsuitable Subgrade, as Authorized by Engineer																	
				Original Contract Amount	\$ 588,658.00	\$ 371,286.58	\$ 186,676.04	\$ 61,665.38		Actual Installed Amount (By Board)	\$ 314,654.79	\$ 173,685.56	\$ 57,544.64	Net Change Amount (By Board)	\$ (6,837.79)	\$ (11,966.46)	\$ (4,150.74)	\$ (22,963.01)

**SANITARY DISTRICT OF HIGHLAND
BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2021-21**

**A RESOLUTION FOR THE AMENDMENT OF SOLID WASTE MANAGEMENT FEES
ASSOCIATED WITH THE SOLID WASTE MANAGEMENT PROGRAM IN THE TOWN OF
HIGHLAND, ALL PURSUANT TO IC 36-9-25 ET SEQ.**

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

Whereas, IC 36-9-25-9 specifically provides that the Board shall collect and remove garbage, ashes, and other waste materials to prevent the pollution of watercourses within the district and to protect the public health; and

Whereas, IC 36-9-25-10(13) further provides that the Board may collect and remove, or contract for the collection and removal of, all garbage, ashes, dead animals, refuse, and wastes from domestic premises, and construct or have constructed stations, including barns, garages, sheds, blacksmith shops, dumps, incinerators, and all other useful or necessary improvements for this purpose and adopt resolutions, rules, and bylaws that are necessary to carry out the provisions of IC 36-9-25, including repealing or amending them consistent with Sanitary District Law; and

Whereas, IC 36-9-25-11 provides that the Board may fix fees for the for the treatment and disposal of sewage and other waste discharged into the sewerage system, collect the fees, and establish and enforce rules governing the furnishing of and payment for sewage treatment and disposal service; and

Whereas, The Board provides for other solid waste management services for the citizens of the Town of Highland and realizes other certain costs associated with the administration and management of the solid waste collection and disposal services provided; and

Whereas, It has been determined that the Solid Waste Management Fees Schedule needs to be amended in order to assure that the fees collected for services are just and equitable owing to the changes in the Solid Waste Management program.

Now, Therefore Be it Resolved by the Board of Sanitary Commissioners of the Sanitary District of the Town of Highland, Indiana, that the following provisions and associated rates and charges for the disposal of sewage and other waste discharged into the sewerage system, including solid waste, be approved subject to IC 36-9-25-11(c):

Section 1. That Section 12.15.130 under Chapter 12.15 of the Highland Municipal Code be hereby deleted and repealed and be hereby amended by inserting the following replacement Section 12.15.130 under Chapter 12.15, which shall read as follows:

Section 12.15.130 Procedures and fees for disposal of refuse

(A) Permitted Uses. The disposal of compactable refuse by residents of the town shall be permitted in accordance with this section. **The Town of Highland Garage dump site is only intended for a small amount of household waste on an occasional basis.**

(B) Prohibited Uses.

(1) It shall be an offense for commercial dumping or disposal of refuse by commercial vendors or any contractors.

(2) ~~Further, n~~ Non-residents of the town are prohibited under penalty from disposing of refuse at the Highland public works facility.

(3) **No resident is allowed to dump construction materials. If debris is from a contracted job, it must be taken to a landfill for disposal, at the resident's expense. Residents remodeling their homes are considered contractors.**

(C) Permit and Fees.

(1) Any person dumping refuse at the Highland public works facility shall first secure a "dumping permit" from the public works office. The permit shall identify the name, address, and phone number of the permittee; vehicle type and license number; description of the refuse to be disposed; and disposal fee. Dumping refuse without a valid permit is prohibited; said permit shall be presented to the dumpster attendant prior to dumping refuse, and the dumpster attendant shall verify that the permit is proper for the refuse being disposed. **Only single axle trailers shall be allowed to dump. Double axle trailers are prohibited.**

(2) Fees for the disposal of residential refuse by residents of the town of Highland served by the department of public sanitation shall be collected by the public works office according to the following schedule:

(a) Compactor Rate. ~~Construction and demolition debris; e~~ Extra trash (less than four feet in length):

1. Pickup truck, van, **suv** or one-ton dump truck, **single axle trailer** (full): ~~\$10.00~~ **15.00**.

**2. Pickup truck, van, suv or one-ton dump truck, single axle trailer (1/2 full or less):
\$10.00**

23. Minimum fee (car load): \$5.00.

(b) Open Container Rate. Extra trash; ~~construction and demolition debris~~ (over four feet in length):

1. Pickup truck, van, ~~suv~~ or one-ton dump truck, **single axle trailer** : ~~\$20.00~~ 25.00.

2. Furniture, appliances, mattresses, and the like (each piece): \$5.00.

(c) Tree Branch Disposal. No charge (**office check-in required**).

(d) Concrete, ~~up to one cubic yard: \$5.00.~~ **\$10.00 minimum charge and \$25.00 per cubic yard. (Standard full size pickup = 1 cubic yard, 1-ton dump truck and single axle trailer = 2 cubic yards).**

(D) Concrete. Disposal of concrete at the Highland public works facility is limited to no more than ~~one~~ **two** cubic yards.

(E) Hours. The Highland public works facility shall be available for the disposal of refuse in accordance with the provisions of this chapter from Monday through ~~Saturday~~ Friday from the hours of ~~8:30~~ **8:00** a.m. through 3:30 p.m. **and on Saturday from the hours of 8:00am through 3:30 p.m. from March through December. Dumping shall not be available on Saturday from January through February.**

(F) Temporary Fee Waiver by Order of the Board of Sanitary Commissioners President. Whenever an intense weather or other natural event has occurred which has unduly caused or created an unusual and involuntary increase in the volume of trash or debris experienced by residents of the town, the board of sanitary commissioners hereby authorizes that the board of sanitary commissioners president, when in his opinion the public good would require it, may issue a written order, directed to the public works director and the clerk-treasurer, indicating that for the foregoing reasons set forth in this chapter, the fees set forth in the schedule under this section for refuse services at the public works facility are waived for residents, with such waiver to be for a time certain and not to exceed a period of three weeks. Further, such order should be reported to the board of sanitary commissioners for its information in a timely manner.

Section 2. That pursuant to IC 36-9-25-11(c), the fees and charges imposed by the passage and adoption of this resolution shall become and be effective upon all users whose property is within the district, upon approval by ordinance passed and approved by the municipal legislative body, which is the Highland Town Council;

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.

Introduced on Tuesday, December 21, 2021. Ordered for a public hearing on January 4, 2022, all pursuant to IC 36-9-25-11.

Duly Adopted, Resolved and Ordered by the Board of Sanitary Commissioners of Highland, Lake County, Indiana, this ____ day of _____, 20____. Having been passed by a vote of ____ for and ____ opposed.

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

Richard Garcia, President

Attest:

David Jones, Secretary of the Board of Sanitary Commissioners

**HIGHLAND DEPARTMENT OF PUBLIC SANITATION
and SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2021-16**

A Resolution Affirming Net Revenue Protocol for the Sewage Enterprise Funds, Fixing and Establishing Amounts to be the Operating Reserve for the Sewage Works Operating and Maintenance Fund and Fixing a Reserve Balance for the Sewage Works Improvement Fund.

Whereas, The Highland Town Board of Trustees, as legislative body of the municipality, enacted Ordinance No. 586, July 21, 1969, establishing the Board of Sanitary Commissioners and the Department of Public Sanitation, pursuant to provisions of I.C. 36-9-25-1 through 36-9-25-40 as amended;

Whereas, Indiana Code Title 36, Article 9, chapter 25, section 6 provides that the Board of Sanitary Commissioners may adopt the rules it considers necessary to conduct its meetings and business and to control and manage the property under its jurisdiction;

Whereas, Indiana Code Title 36, Article 9, chapter 25, section 10 (16) further provides that the Board of Sanitary Commissioners may adopt resolutions, rules and bylaws that are necessary to carry out this chapter, including repealing or amending them consistent with this chapter;

Whereas, IC 36-9-25-34, provides that all revenues derived from fees and charges, shall be deposited, held and used as provided in IC 36-9-25-32, except for set-asides as provided in IC 36-9-25-29;

Whereas, The Board of Sanitary Commissioners now wishes to make further provisions, setting forth the net revenue method of fund allocation for proceeds generated from rates and charges which it believes are necessary to carry-out the purposes of Sanitary District Law;

Whereas, from time to time new circumstances and exigencies emerge, that in the interest of operating efficiencies and sound management, do urge the need to revise and fix a new operating balance figure for the Operating and Maintenance Fund as well as fix a reserve balance for the Improvement Fund; and,

Whereas, The Board of Sanitary Commissioners now wishes to act in the interest of operating efficiency and sound management practice to revise and fix a new operating balance for the Sewage Works Operating and Maintenance Fund as well as fix a reserve balance for the Sewage Improvement Fund,

BE IT HEREBY RESOLVED BY the Board of Sanitary Commissioners of the Department of Public Sanitation and its Sanitary District of Highland, Lake County, Indiana, as follows:

Section 1. That the Board of Sanitary Commissioners finds and determines the following:

(A) That the reserve balance of the Sewage *Operating and Maintenance Fund* be hereby fixed at its current operating reserve amount of **\$700,000** which represents a **desirable** reserve level;

(B) That the reserve balance of the **Sewage Improvement Fund** be hereby fixed to a new recommended reserve amount of **\$900,000**, increased from \$800,000, which represents a desirable balance to support the utility's expected capital improvements and extensions;

(C) That these reserve balances herein described be effective beginning from the **month of January 2022**, continuing thereafter until such action by the Board modifies it;

Net Revenue Protocol

Section 2. That the net revenues collected from rates and charges of the Department of Public Sanitation and Sewage Works shall be deposited to the credit to the funds herein described according to the following convention:

(A) There shall be credited to the Sewage works **Operating and Maintenance Fund** as of the last day of each calendar month a sufficient amount of revenues from rates and charges so that the reserve balance in the fund shall be sufficient to pay the expenses of operation, repair and maintenance for the then next succeeding two (2) calendar months or sixty (60) days as fixed, in the amount described and set forth in Section 1 (A) of this resolution.

(B) Any balance in the *Operating and Maintenance Fund* in excess of the expected expenses of operation, repair and maintenance

for the then next succeeding two (2) calendar months or sixty (60) days, if applicable, may be transferred to the *Improvement Fund*, as the Board may direct, so that the reserve balance in the fund shall be sufficient to pay the expenses of improvements, replacements and extensions, for the then next succeeding twelve (12) calendar months as fixed, in the amount described and set forth in Section 1 (B) of this resolution;

(C) Any excess revenues remaining after meeting the requirements of the *Operating and Maintenance Fund* and any requirements of the *Improvement Fund*, shall be deemed "surplus earnings", and may be transferred and deposited to the credit of the Sewage works *Cash Reserve Fund*, established in Section 3.20.060 of the Highland Municipal Code;

Section 3. The Board of Sanitary Commissioners acknowledges the provisions of IC 8-1.5-3-11 (d), adopted by reference in Section 3.20.060, which provide that the legislative body may include in the municipal general fund budget, as revenue in lieu of taxes, an amount equal to the actual balance in the cash reserve fund as of June 30 of the current year. However, the available cash reserve fund balance may be transferred to the municipal general fund only during the calendar year for which the budget was adopted, and transfers may not be made from any utility funds to the general fund except from the cash reserve fund;

Section 4. The Board of Sanitary Commissioners further acknowledges the added provisions, which provides that if at any time after the final approval of the budget an emergency should arise for further appropriations from the general fund, the legislative body may, by ordinance, transfer additional money from the cash reserve fund to the general fund to provide for the additional appropriations, the transfer to be limited to the accretions to the cash reserve fund since the preceding June 30;

Section 5. That Board of Sanitary Commissioners authorizes and instructs the municipal fiscal officer to take such steps to carry out the purposes of this resolution;

Section 6. That all prior policies in conflict with this resolution are repealed and this resolution shall remain in full force and effect until is repeal or revision by subsequent action of the Board.

Duly Passed and Adopted by the Board of Sanitary Commissioners of the Department of Public Sanitation and Sanitary District, Lake County, Indiana

this ___ day of _____ 2021 by a vote of ___ in favor and ___ opposed,
as amended.

**THE SANITARY DISTRICT of HIGHLAND
BY ITS BOARD of COMMISSIONERS:**

Richard Garcia, President

Attest:

Secretary of the Board of Sanitary Commissioners

**HIGHLAND DEPARTMENT OF PUBLIC SANITATION
and SANITARY DISTRICT
BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2021-17**

**A RESOLUTION AUTHORIZING AND ESTABLISHING A
DISCRETE RESTRICTED BALANCE IN THE SEWAGE WORKS
CASH RESERVE FUND of the SANITARY DISTRICT of
HIGHLAND, LAKE COUNTY, INDIANA**

Whereas, The Highland Town Board of Trustees, as legislative body of the municipality, enacted Ordinance No. 586, July 21, 1969, establishing the Board of Sanitary Commissioners and the Department of Public Sanitation, pursuant to provisions of I.C. 36-9-25-1 through 36-9-25-40 as amended;

Whereas, Indiana Code Title 36, Article 9, chapter 25, section 6 provides that the Board of Sanitary Commissioners may adopt the rules it considers necessary to conduct its meetings and business and to control and manage the property under its jurisdiction;

Whereas, Indiana Code Title 36, Article 9, chapter 25, section 10 (16) further provides that the Board of Sanitary Commissioners may adopt resolutions, rules and bylaws that are necessary to carry out this chapter, including repealing or amending them consistent with IC 36-9-25;

Whereas, IC 36-9-25-34, provides that all revenues derived from fees and charges, shall be deposited, held and used as provided in IC 36-9-25-32, except for set-asides as provided in IC 36-9-25-29;and,

Whereas, The Board of Sanitary Commissioners now wishes to make further provisions, setting forth and identifying a discrete reserve balance to be part of the surplus proceeds on deposit to the credit of the Sewage Cash Reserve Fund, which it believes are necessary to better carry-out the purposes of Sanitary District Law,

BE IT HEREBY RESOLVED BY the Board of Sanitary Commissioners of the Sanitary District of Highland, Lake County, Indiana, as follows:

Section 1. That the **net revenues** collected from rates and charges of the Department of Public Sanitation and Sewage Works shall continue to deposited to the credit to the funds as described in the relevant resolution

of the Board of Sanitary Commissioners setting forth the proper new revenue protocol and convention;

Section 2. That as authorized in the resolution described in section 1, any excess revenues remaining after meeting the requirements of the *Operating and Maintenance Fund* and any requirements of the *Improvement Fund*, shall continue to be deemed “surplus earnings”, and shall be transferred and deposited to the credit of the Sewage works **Cash Reserve Fund**, established in Section 3.20.060 of the Highland Municipal Code, provided as follows:

- (a) That the rates and charges adopted by the Board of Sanitary Commissioners and approved by the Town Council at its meeting of December 28, 2020 to be effective on February 1, 2021, were designed to include a component that would generate sufficient revenues each month to support an annual payment in the amount of \$218,407 to be made to the City of Hammond Department of Public Sanitation and Sanitary District in satisfaction of the provisions of an Interim Letter Agreement between the Hammond Department of Public Sanitation and Sanitary District and the Highland Department of Public Sanitation and Sanitary District;
- (b) That the cash resources on deposit to the Sewage works Cash Reserve Fund shall be further set aside into a special **restricted** balance to be used and to be applied to the payments described in the previous subdivision, to be discretely depicted in the total resources on deposit to the credit of the Sewage works Cash Reserve Fund, with the balance on deposit to the credit of the fund to be “surplus earnings;”
- (c) That the restricted balance shall be composed by a monthly deposited amount sufficient to accrete the amount of proceeds to support an annual contribution for payment in the amount of \$218,407 as described herein;
- (d) That the restricted balance shall not be drawn down or used for any other purpose than for the objects and purposes for which the restricted balance was authorized, unless the Board of Sanitary Commissioners directs otherwise by proper action;

Section 3. That resources on deposit to the credit of this fund may be expended only upon warrants drawn by the municipal fiscal officer upon vouchers of the Board of Sanitary Commissioners;, and only for the lawful purposes of the Sewage works Cash Reserve Fund and the further limited purposes of the restricted balance;

Section 4. That Board of Sanitary Commissioners authorizes and instructs the municipal fiscal officer to take such steps to carry out the purposes of this resolution.

Duly Passed and Adopted by the Board of Sanitary Commissioners of the Department of Public Sanitation and Sanitary District, Lake County, Indiana this ___ day of _____ 2021 by a vote of ___ in favor and _____ opposed, as amended.

**THE SANITARY DISTRICT of HIGHLAND
BY ITS BOARD of COMMISSIONERS:**

Richard Garcia, President

Attest:

Secretary of the Board of Sanitary Commissioners

SANITARY DISTRICT OF HIGHLAND
Board of Sanitary Commissioners
Resolution No. 2021-19

**A RESOLUTION AUTHORIZING AND APPROVING A CHANGE ORDER TO THE
CONSTRUCTION CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC,
FOR THE 2021 CURED-IN-PLACE PIPE LINING OF SANITARY SEWERS PROJECT**

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, The Sanitary District of Highland (District), through its Board of Sanitary Commissioners, had heretofore on January 19, 2021, adopted Resolution No. 2021-03, A Resolution, Offering, Authorizing and Approving an Extension to the Contract for the Annual Service Agreement 1 to Insituform Technologies USA, LLC (Insituform) for Cured-In-Place Pipe (CIPP) Lining of Sanitary Sewers through December 31, 2021; and

Whereas, The District had determined to commit funding annually to rehabilitate the sanitary sewer collection system through CIPP lining in order to correct structural issues and reduce the impact of storm water infiltration into the sanitary sewer system as identified by the RedZone Robotics, Incorporated (RedZone) YES Program; and

Whereas, NIES Engineering, Incorporated (NIES) had compiled a list of sanitary sewers to be lined in 2021, based on preliminary results from Phase Two (81st Street Basin) of the RedZone YES Project, with an aggregated itemized cost in the amount of Nine Hundred Ninety-nine Thousand Nine Hundred Thirty-seven Dollars and 50/100 Cents (\$999,937.50) and issued a Purchase Order, in said amount, to Insituform to complete the work; and

Whereas, during the course of construction of the Project, it has become necessary to change or alter the original specifications and/or item quantities of the project; and

Whereas, NIES Engineering, Inc., a licensed engineer performing construction engineering services on the Project, has specifically identified and presented Change Order No. 1, attached herewith, which details the changes and alterations to the Project which have a net

decrease in the contract amount of Four Thousand Eight Hundred Thirteen Dollars and 75/100 Cents (\$4,813.75); and

Whereas, The Sanitary District of Highland, through its Board of Sanitary Commissioners, now desires to approve and authorize the Change Order as described.

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

Section 1. That Change Order No. 1 to the construction contract between Insituform Technologies USA, LLC and the Sanitary District of Highland for the 2021 CIPP Lining of Sanitary Sewers Project, as prepared by NIES Engineering, Inc., a licensed professional engineer performing construction engineering services on the Project, is hereby approved and authorized in each and every respect;

Section 2. That Change Order No. 1 decreases the original contract amount by Four Thousand Eight Hundred Thirteen Dollars and 75/100 Cents (\$4,813.75), bringing the total value of the contract to Nine Hundred Ninety-five Thousand One Hundred Twenty-three Dollars and 75/100 Cents (\$995,123.75);

Section 3. That Change Order No. 1 extends the date for substantial completion by 58 calendar days to December 31, 2021;

Section 4. That the President of the Sanitary District of Highland be authorized to execute the Change Order with his signature;

Duly Adopted, Resolved and Ordered by the Board of Sanitary Commissioners of Highland, Lake County, Indiana, this 21st day of December, 2021. Having been passed by a vote of ____ in favor and ____ opposed.

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

Richard J. Garcia, President

Attest:

David Jones, Secretary

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

**WATER WORKS DISTRICT OF HIGHLAND
BOARD OF WATER WORKS DIRECTORS
RESOLUTION NO. 2022-02**

**SANITARY DISTRICT OF HIGHLAND
BOARD OF SANITARY COMMISSIONERS
RESOLUTION NO. 2021-20**

A JOINT RESOLUTION OF THE BOARD OF WORKS, THE WATER WORKS BOARD OF DIRECTORS, AND THE SANITARY BOARD APPROVING AND AUTHORIZING CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE HIGHLAND BOARD OF WORKS AND DYER CONSTRUCTION CO., INC. FOR THE 3500 BLOCK OF JEWETT AVENUE WATER MAIN REPLACEMENT AND STREET IMPROVEMENT PROJECT

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

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

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

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

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

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

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

Whereas, On August 30, 2021, Town Council through its Board of Works, adopted Order of the Works Board 2021-30, on August 26, 2021, the Water Works District adopted Joint Resolution No. 2021-22 and on August 17, 2021, the Sanitary Board adopted Joint Resolution No. 2021-13, awarding a Project to Dyer Construction Co., Incorporated in the total amount of Five Hundred Sixty-eight Thousand Six Hundred Fifty-eight Dollars and 00/100 (\$568,658.00), to be the lowest responsive and responsible bid; and

Whereas, during the course of construction of the Project, it has become necessary to change or alter the original specifications of the project and/or to increase or decrease the planned material quantities; and

Whereas, NIES Engineering, Inc., a licensed engineer performing construction engineering services on this project, has specifically identified and presented Change Order No. 1, attached herewith, which details the changes and alterations to the Project which have a net decrease in the total contract amount of Twenty-two Thousand Nine Hundred Sixty-three Dollars and 01/100 Cents (\$22,963.01); and

Whereas, the decrease in cost, as determined by NIES, is allocated to the Board of Works in the amount of Six Thousand Eight Hundred Thirty-one Dollars and 79/100 Cents (\$6,831.79), to the Water Works Board in the amount of Eleven Thousand Nine Hundred Eighty Dollars and 48/100 Cents (\$11,980.48), and to the Sanitary Board in the amount of Four Thousand One Hundred Fifty Dollars and 74/100 Cents (\$4,150.74); and

Whereas, The Town of Highland, through its Board of Works, now desires to approve and authorize the Change Order as described; and

Whereas, The Water Works District of Highland, through its Board of Directors, now desires to approve and authorize the Change Order as described; and

Whereas, The Sanitary District of Highland, through its Sanitary Board of Commissioners, now desires to approve and authorize the Change Order as described; and

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

Section 1. That the First Addendum to the Construction Contract with Dyer Construction Co., Incorporated for the 3500 Block of Jewett Avenue Water Main Replacement & Street Improvement Project, as prepared by NIES Engineering, Incorporated, a licensed engineer performing construction engineering services on this Project, is hereby determined to be directly related to the original project and is hereby approved, adopted, and ratified in each and every respect;

Section 2. That this addendum is hereby ordered to be known as Change Order No. 1, issued to decrease net changes to the original agreement in the amount of Twenty-two Thousand Nine Hundred Sixty-three Dollars and 01/100 Cents (\$22,963.01), bringing the total value of the entire agreement with any and all change orders approved to date to Five Hundred Forty-five Thousand, Six Hundred Ninety-four Dollars and 99/100 (\$545,694.99) allocated as follows;

Board of Works	(\$6,831.79)
Water Works District	(\$11,980.48)
<u>Sanitary Board</u>	<u>(\$4,150.74)</u>
Total Change Order Amount	(\$22,963.01)

; and

Section 4. That the total of all change orders issued that increases the scope of this Project may not exceed twenty percent (20%) of the amount of the original contract, that amount being of Six Hundred Eighty-two Thousand Three Hundred Eighty-nine Dollars and 60/100 (\$682,389.60), pursuant to IC 36-1-12-18(d); and

Section 5. That the proper officers hereby be and are authorized to execute the necessary documents with their signatures.

Duly Adopted, Resolved and Ordered by the Highland Town Council, Lake County, Indiana, this 27th day of December, 2021. Having been passed by a vote of _____ in favor and _____ opposed.

BOARD OF WORKS OF THE TOWN OF
HIGHLAND, INDIANA

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

Attest:

Michael W. Griffin, Clerk-Treasurer (IC 33-16-4-1;IC 36-5-6-5)

Duly Adopted, Resolved and Ordered by the Water Works Board of Directors of Highland, Lake County, Indiana, this 27th day of January, 2022. Having been passed by a vote of _____ in favor and _____ opposed.

HIGHLAND WATER WORKS
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 21st day of December, 2021. Having been passed by a vote of ___ in favor and ___ opposed.

HIGHLAND SANITARY DISTRICT
BY ITS BOARD OF COMMISSIONERS:

Richard Garcia, President

Attest:

David Jones., Secretary



November 17, 2021

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

RE: Pay Request No. 1 (Final)
 Hook Street Storm Sewer Replacement Project

Dear Mr. Garcia:

As engineers for the Hook Street Storm Sewer Replacement Project, we have reviewed the enclosed Pay Request No. 1 (Final) submitted by Gatlin Plumbing & Heating, Inc. Work on this project is complete, and we recommend that the current payment due be paid by the Sanitary Board, without withholding any retainage. The payment breakdown is as follows:

Pay Request No. 1 (Final)

Original Contract Amount	\$ 74,000.00
Field Adjustments	— \$ 0.00
Final Contract Amount	<u>\$ 74,000.00</u>
Total Completed & Stored to Date	\$ 74,000.00
Retainage Prior Pay Requests	— \$ 0.00
Payment Prior Pay Requests	— \$ 0.00
Total Completed & Stored this Pay Request	<u>\$ 74,000.00</u>
Retainage this Pay Request	— \$ 0.00
Total Current Payment Due	<u>\$ 74,000.00</u>
Current Payment Due	\$74,000.00

Enclosed are 3 originals of Pay Request No. 1 (Final) from Gatlin Plumbing & Heating, Inc., including an itemized breakdown and the Contractor's final waiver of lien.

Yours very truly,
 NIES Engineering, Inc.

Derek R. Snyder, P.E.
 Principal

cc: Mark Kneseck, Public Works Director
 Mat Murphy, Gatlin Plumbing & Heating, Inc.

X:\Projects\HIGHLAND\SANCOMM\50704\01-General Consulting\2019\Hook & 38th\Pay Request\Hook_PR_1.Doc

mail@niesengineering.com
♦
www.niesengineering.com

Town of Highland, Indiana
Board of Sanitary Commissioners
Hook Street Storm Sewer Replacement Project
Pay Request #1 (Final)

Quotes Received on September 21, 2021 at 10:00 A.M.				Gatlin Plumbing & Heating, Inc.		Current Period (Thru 11/12/21)	
						Pay Request #1 (Final)	
Item	Description	Quantity	Units	Unit Price	Amount	Installed Quantity	Amount
1	Mobilization & Demobilization	1	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
2	Maintenance of Traffic	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
3	Remove and Replace Asphalt Pavement (8" Agg., 2.5" HMA Intermediate and 1.5" HMA Surface)	1	LS	\$ 14,000.00	\$ 14,000.00	1	\$ 14,000.00
4	Remove and Dispose Existing 15" VCP Storm Sewer	135	LF	\$ 100.00	\$ 13,500.00	135	\$ 13,500.00
5	15' Diameter SDR 26 PVC Storm Sewer Pipe, Including Excavation, Bedding and Backfill	135	LF	\$ 300.00	\$ 40,500.00	135	\$ 40,500.00
				Total	\$ 74,000.00	Total Earned	\$ 74,000.00
						Payment Due	\$ 74,000.00

GATLIN PLUMBING & HEATING, Inc.

Over Eighty - Years of Business - Starting in 1938

1111 EAST MAIN STREET
GRIFFITH, INDIANA 46319-2897

PHONE (219) 924-6972
FAX (219) 924-1401

BOARD OF SANITARY COMMISSIONERS
TOWN OF HIGHLAND
3333 RIDGE ROAD
HIGHLAND, IN 46322

Date: November 17, 2021
Invoice: 21871-1

Invoice

Gatlin Job #21871

HOOK STREET STORM SEWER REPLACEMENT PROJECT

Total Work Completed - Estimate #1 - FINAL (per attached)	\$	74,000.00
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TOTAL AMOUNT DUE THIS INVOICE	\$	74,000.00
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GATLIN PLUMBING & HEATING, Inc.

Over Seventy - Five Years of Business - Starting in 1938

1111 EAST MAIN STREET
GRIFFITH, IN 46319-2897

PHONE:(219) 924-6972
FAX: (219) 924-1401

November 17, 2021

BOARD OF SANITARY COMMISSIONERS
TOWN OF HIGHLAND
3333 RIDGE ROAD
HIGHLAND, IN 46322

BILLING NO 1 - FINAL

Re: **HOOK STREET STORM SEWER REPLACEMENT
PROJECT**

GATLIN JOB NO. 21871

ITEM NO.	CONTRACT QTY	COMPLETED QUANTITY	CURRENT DRAW	DESCRIPTION	UNIT PRICE	CONTRACT AMOUNT	CURRENT AMOUNT	COMPLETED AMOUNT
1	1	1.00	1.00	Mob and Demob	3,500.00	3,500.00	3,500.00	3,500.00
2	1	1.00	1.00	Maintenance of Traffic	2,500.00	2,500.00	2,500.00	2,500.00
3	1	1.00	1.00	R&R Asphalt - 8" Stone and 4"	14,000.00	14,000.00	14,000.00	14,000.00
4	135	135.00	135.00	R&D Existing 15" VCP	100.00	13,500.00	13,500.00	13,500.00
5	135	135.00	135.00	15" PVC, SDR 26 New	300.00	40,500.00	40,500.00	40,500.00
TOTALS TO DATE THROUGH 7/9/21						74,000.00	74,000.00	74,000.00

AMOUNT NOW DUE

\$ 74,000.00 \$ 74,000.00

WAIYER OF LIEN
FINAL

State of Indiana, Lake County, ss:

Whereas, the undersigned **Gatlin Plumbing & Heating, Inc.** has been heretofore employed by **Board of Sanitary Commissioners Town of Highland** to furnish certain material and labor, to wit: **Hook Place Storm Sewer Replacement Project** for the property owned by **Town of Highland** and located on **Hook Street**

Now, Therefore, Know Ye, That the undersigned, for a good and valuable consideration, the receipt of which is hereby acknowledged for \$74,000.00 hereby and now waives and releases unto the said **Board of Sanitary Commissioners Town of Highland** the owner of said premises, any and all lien, right of lien, or claim of whatsoever kind or character on the above described building and real estate, on account of any and all labor or material, or both, furnished for or incorporated into said building by the undersigned; and we further certify that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment..



Signed, sealed and delivered this 17th day of November, 2021

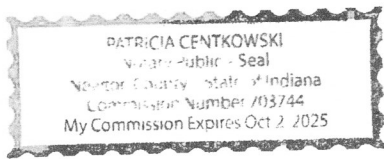
Signed Mathew Murphy
Mathew Murphy, President

Personally appeared before me this 17th day of November, 2021

Mathew Murphy who being duly sworn on oath, says: That he is President of the corporation and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said **Gatlin Plumbing & Heating, Inc.** and at their special instance and request.

My Commission Expires: October 2, 2025
County of Residence: Newton

Patricia Centkowski Notary Public
Patricia Centkowski





December 6, 2021

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

RE: Pay Request No. 5
 2021 Sanitary Sewer CIPP Lining Project

Dear Mr. Garcia:

As engineers for the 2021 Sanitary Sewer CIPP Lining Project, we have reviewed the enclosed Pay Request No. 5 submitted by Insituform Technologies USA, LLC. Although all segments have been lined, there are a few locations requiring additional work to either (a) close off abandoned taps that were mistakenly opened, or (b) repair existing PVC lateral connections that were mistakenly cut during lateral reinstatement. Upon this review, we recommend that a partial release of retainage in the amount of \$59,512.37 be released to the Contractor, leaving \$40,000.00 to remain in retainage. The payment breakdown is as follows:

Pay Request No. 5

Original Work Order Estimate	\$ 999,937.50
Change Order Total	— \$ 4,813.75
Revised Work Order Amount	<u>\$ 995,123.75</u>
Total Completed & Stored to Date	\$ 995,123.75
Retainage Prior Pay Requests	— \$ 99,512.37
Payment Prior Pay Requests	— \$ 895,611.38
Total Completed & Stored This Pay Request	<u>\$ 0.00</u>
Retainage Withholding	\$ 99,512.37
Retainage to Continue Withholding	— \$ 40,000.00
Retainage To Release (Partial)	<u>\$ 59,512.37</u>

Enclosed are 3 copies of Pay Request No. 5 from Insituform Technologies USA, LLC, including an itemized breakdown and the Contractor's partial waiver of lien.

Yours very truly,
 NIES Engineering, Inc.

Derek R. Snyder, P.E.
 Principal

cc: Mark Knesek, Public Works Director Nicci Landrum, Insituform Technologies USA, LLC

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To: **NIES**
 2421 173rd St
 Hammond, IN 46323

Attn: **Derek Snyder, P.E.**
 dsnyder@niesengineering.com

From: **Insituform Technologies USA, LLC.**
 2130 Stout Field West Dr.
 Indianapolis, IN 46241

Contract For: **Highland IN- 2021 WO#1- CIPP Lining**

Project: **Highland IN- 2021 WO#1- CIPP Lining**

Application No.: _____

Period From: **11/01/21**

Period To: **11/30/21**

Owner/Engineer: _____

Job #: **12663131**

Project #: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

Change Order Summary		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
1	11/30/2021	(\$4,813.75)	
TOTAL		\$0.00	\$0.00
Net Change by Change Orders		TOTALS (\$4,813.75)	TOTALS (\$4,813.75)

1. ORIGINAL CONTRACT SUM \$999,937.50
2. Net change by Change Orders (\$4,813.75)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$995,123.75
4. TOTAL COMPLETED & STORED TO DATE \$995,123.75
5. RETAINAGE:
 - a. 10 % of Completed Work \$99,512.37
 - b. % of Stored Material \$0.00
 TOTAL RETAINAGE \$99,512.37
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$895,611.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$895,611.38
8. CURRENT PAYMENT DUE \$59,512.37
9. BALANCE TO FINISH, PLUS RETAINAGE \$40,000.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been Owner, and that current payment shown herein is now due.

CONTRACTOR: **Insituform Technologies USA, Inc.**

By: _____ Date: **11/30/21**

Nicci Landrum, Project Manager
 ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge information, and belief, the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor is entitled to payment of AMOUNT CERTIFIED

State of: **Michigan** County of: **Livingston**

Notary Public: *Kelly Jell*
KELLY DZMELYK
 Notary Public - State of Michigan
 County of Livingston
 My Commission Expires Jan 25, 2027
 Acting in the County of **Livingston**

Amount Certified: **\$59,512.37**
 My commission expires: **1-25-27**
 (Attached explanation if amount differs from the amount applied for)

Owner / Engineer: _____ Date: **12/6/21**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payments are without prejudice to any rights of the owner or contractor under this contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

Period From: 11/01/21
 Period To: 11/30/21

Highland IN- 2021 WO#1- CIPP Lining

Item No.	Description of Work	Contract Information			Work Completed Previous/This Period		Total to Date Completed		% Comp. (\$)	Balance To Finish \$ Amount	
		Quantity	U/M	Unit Price	Contract \$ Amount	Previous Qty.	This Period \$ Amount	Total Qty.			To Date \$ Amount
1	8-Inch CIPP Lining, 6.0mm Liner Thickness	6,289.00	LF	33.00	\$207,537.00	6,289.00	0.00	6,289.00	207,537.00	100%	0.00
2	8-Inch CIPP Lining, 7.5mm Liner Thickness	1588	LF	35.00	\$55,580.00	1,588.00	0.00	1,588.00	55,580.00	100%	0.00
3	10-Inch CIPP Lining, 6.0mm Liner Thickness	1648	LF	36.00	\$59,328.00	1,648.00	0.00	1,648.00	59,328.00	100%	0.00
4	10-Inch CIPP Lining, 7.5mm Liner Thickness	0	LF	38.00	\$0.00	0.00	0.00	0.00	0.00	0%	0.00
5	12-Inch CIPP Lining, 7.5mm Liner Thickness	5610	LF	55.00	\$308,550.00	5,610.00	0.00	5,610.00	308,550.00	100%	0.00
6	12-Inch Diameter CIPP Lining, 9.0mm Liner Thickness	1110	LF	63.00	\$69,930.00	1,110.00	0.00	1,110.00	69,930.00	100%	0.00
7	15-Inch Diameter CIPP Lining, 7.5mm Liner Thickness	247	LF	63.50	\$15,684.50	247.00	0.00	247.00	15,684.50	100%	0.00
8	15-Inch Diameter CIPP Lining, 9.0mm Liner Thickness	1579	LF	67.00	\$105,793.00	1,579.00	0.00	1,579.00	105,793.00	100%	0.00
9	15-Inch Diameter CIPP Lining, 10.5mm Liner Thickness	257	LF	69.50	\$17,861.50	257.00	0.00	257.00	17,861.50	100%	0.00
22	Root Cutting, or >3 Passes With Jet/Vac, 8-Inch Diameter	6832	LF	0.50	\$3,416.00	6,832.00	0.00	6,832.00	3,416.00	100%	0.00
23	Root Cutting, or >3 Passes With Jet/Vac, 10-Inch Diameter	1648	LF	0.50	\$824.00	1,648.00	0.00	1,648.00	824.00	100%	0.00
24	Root Cutting, or >3 Passes With Jet/Vac, 12-Inch Diameter	6720	LF	0.50	\$3,360.00	6,720.00	0.00	6,720.00	3,360.00	100%	0.00
25	Root Cutting, or >3 Passes With Jet/Vac, 15-Inch Diameter	2083	LF	0.50	\$1,041.50	2,083.00	0.00	2,083.00	1,041.50	100%	0.00
30	Hydrophilic End Seal, 8-Inch Diameter	70	EA	110.00	\$7,700.00	70.00	0.00	70.00	7,700.00	100%	0.00
31	Hydrophilic End Seal, 10-Inch Diameter	16	EA	115.00	\$1,840.00	16.00	0.00	16.00	1,840.00	100%	0.00
32	Hydrophilic End Seal, 12-Inch Diameter	40	EA	120.00	\$4,800.00	40.00	0.00	40.00	4,800.00	100%	0.00
33	Hydrophilic End Seal, 15-Inch Diameter	30	EA	125.00	\$3,750.00	30.00	0.00	30.00	3,750.00	100%	0.00
38	Trim Protruding Tap Inhibiting Liner Installation	40	EA	135.00	\$5,400.00	40.00	0.00	40.00	5,400.00	100%	0.00
39	Lateral Reinstatement (From Inside Mainline Pipe)	421	EA	100.00	\$42,100.00	421.00	0.00	421.00	42,100.00	100%	0.00
40	Additional Cost for Liner Installation in Easement	11	EA	2,500.00	\$27,500.00	11.00	0.00	11.00	27,500.00	100%	0.00
45	Mobilization	1	LS	50,000.00	\$50,000.00	1.00	0.00	1.00	50,000.00	100%	0.00
46	Transition Liner	1	LS	3,128.25	\$3,128.25	1.00	0.00	1.00	3,128.25	100%	0.00
					\$991,995.50		\$0.00	\$995,123.75			\$0.00
Original Contract Total											
Change Order Total											
Revised Contract Total							\$0.00	\$995,123.75		100%	\$0.00



PARTIAL CONDITIONAL WAIVER

I/we have a contract with Highland, to provide equipment, materials and labor for the improvement to the property in known as Highland IN, 2021 WO # 1 CIPP Lining. By signing this waiver waive my/our construction lien to the amount of \$59,512.37 for labor/materials provided through 11/30/2021.

This waiver, together with all previous waivers, if any, (circle one) **does** **does not** cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of the amount shown above.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

A handwritten signature in cursive script, appearing to read "Nicci Landrum".

Signature of lien claimant _____

Printed Nicci Landrum, Project Manager

Signed on 11/30/2021
(date)

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHER

TOWN OF HIGHLAND, INDIANA

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC-5-11-10-1.6

DATED THIS _____ DAY OF _____ FISCAL OFFICER _____

ALLOWANCE OF VOUCHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 3 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 718,279.15.

Dated this _____ day of _____,

SANITARY BOARD

REX BURTON

GREG A. CIESLAK

RICHARD J. GARCIA

DAVID JONES

LAURA CORPUS

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 040 SANITARY OPERATING						
Dept 0000	TRASH	95502	COPPER HOMES LLC	CONSUMER REFUND: 063-31010-41	5.35	
040-0000-16000	RECYCLING SERVICE	95164	KUMAR BALJIT	CONSUMER REFUND: 012-11055-04	4.73	
040-0000-16000	SAN DIST TRANSFERS GROSS	95177	PAYROLL ACCOUNT	11/19PRL D/S TRANSFER SANITARY DI	20,292.16	17872
040-0000-45200	SAN DIST TRANSFERS GROSS	95272	PAYROLL ACCOUNT	12/3 PRL D/S TRANSFER SANITARY DI	19,025.20	17877
040-0000-45200	SAN DIST TRANSFERS GROSS	95670	PAYROLL ACCOUNT	12/17PRL D/S TRANSFER SANITARY DI	24,819.84	17881
			Total For Dept 0000		64,147.28	
Dept 0015 SOLID WASTE						
040-0015-21001	177.9 GALLONS DIESEL	95264	TOWN OF HIGHLAND GASOLINE F	FUEL BY USAGE - SANITATION	595.51	
040-0015-34023	HEALTH & DENTAL INSURANCE	95278	TOWN OF HIGHLAND INS FUND (	DEC2021 HEALTH/LIFE INS PREM SANI	1,109.77	
040-0015-34043	LIFE INSURANCE	95278	TOWN OF HIGHLAND INS FUND (	DEC2021 HEALTH/LIFE INS PREM SANI	5.74	
040-0015-38001	NOVEMBER TRASH SERVICE	95634	REPUBLIC SERVS OF IN,LP/DBA	TRASH SERVICE FOR NOVEMBER 2021	156,696.70	
			Total For Dept 0015 SOLID WASTE		158,407.72	
Total For Fund 040 SANITARY OPERATING					222,555.00	
Fund 044 SAN DIST CAPITAL						
Dept 0000	2020 SAN BONDS: SANHIGH10BAB	95072	COMPUTERSHARE	2020 SAN BONDS	400.00	
044-0000-33006-0020	2021 INFLOW/INFILTRATION	95614	INSITUFORM TECHNOLOGIE USA,	INFLOW/INFILTRATION REPAIR 2021	59,512.37	
044-0000-43057			Total For Dept 0000		59,912.37	
Total For Fund 044 SAN DIST CAPITAL					59,912.37	
Fund 070 SEWAGE OPERATING						
Dept 0000	CLEANING SET AND CARB REBUILD	95186	AMAZON	CLEANING SET AND CARB REBUILD FOR	263.97	17874
070-0000-00100	0428010038,9120 GRACE ST	95212	NISOURCE INC.	SEWAGE	13,646.34	999413
070-0000-00100	RECORDING OF 6 SEWER LIENS,2	95243	LAKE COUNTY RECORDER	RECORDING OF 12 SEWER LIENS	200.00	17875
070-0000-00100	7502010024,8001 KENNEDY-GAS	95250	NISOURCE INC.	MISC (TH, GARAGE)--SEWAGE	569.78	17876
070-0000-00100	DEC2021POSTAGE FOR 8448 BILLS	95288	LITHOGRAPHIC COMMUNICATIONS	DEC 2021 UTILITY BILL MAILINGS	3,763.24	17879
070-0000-00100	SEPTIC SAFE KIT	95599	AUX SANITARY SUPPLY CO, IN	SEPTIC SAFE KIT/TOILET TISSUE/HIN	298.67	
070-0000-00100	11/2/2021 INVOICE # 337-3911	95600	AUTO-WARES	NOVEMBER 2021 INVOICES FOR THE SE	301.31	
070-0000-00100	D/S DUMP PERMITS	95676	BAXTER PRINTING INC	D/S DUMP PERMITS	212.50	
070-0000-00100	84" ARM THROTTLE CABLE	95601	BEC ENTERPRISES, LLC	THROTTLE CABLE FOR UNIT #80 - SEW	172.57	
070-0000-00100	WINDSHIELD	95602	BEC ENTERPRISES, LLC	WINDSHIELD UNIT #22 - SEWER DEPT	867.84	
070-0000-00100	MILEAGE TO COURT HOUSE 14X2X5	95427	CHAD KINLEY (R)	14 X 2 MILEAGE TO COURT HOUSE FOR	15.68	
070-0000-00100	S18140/CMOM PROJECT	95603	COMMONWEALTH ENGINEERS, INC	S18140/CMOM PROJECT LESS PREVIOUS	1,839.00	
070-0000-00100	20.5 HOURS ENGINEERING SERVIC	95604	COMMONWEALTH ENGINEERS, INC	BASIC ENGINEERING SERVICES THRU O	3,460.72	
070-0000-00100	25.5 HOURS PROGRAM MANGEMENT	95605	COMMONWEALTH ENGINEERS, INC	SERVICES THROUGH 9/30/21	6,455.91	
070-0000-00100	HEP B VACCINE	95606	COMPREHENSIVE CARE	HEP B VACCINE GRANT ARNOLD 3RD	105.00	
070-0000-00100	DOZEN GLOVES AND JACKET	95607	FERGUSON ENTERPRISES	GLOVES AND JACKETS	87.50	
070-0000-00100	2021 EW UNIFORMS D/S	95665	FIRE SERVICE, INC.	2021 PW UNIFORMS D/S	2,573.23	
070-0000-00100	USB COMMUNICATION CABLE 2100	95608	GASVODA & ASSOC INC/DBA	USB COMMUNICATION CABLE 2100 SERI	348.69	
070-0000-00100	ALTA VISTA COURT REPAIRS	95609	GASVODA & ASSOC INC/DBA	ALTA VISTA COURT REPAIRS - SEWER	1,053.10	
070-0000-00100	11R225 TIRES	95611	HELLMANS AUTO SPLY CO.	4 TIRES FOR UNIT # 27 - SEWER DEP	1,932.80	
070-0000-00100	1/2" SS FULL FLOW COUPLER-LOC	95612	HOSE CONNECTIONS INC	1/2" SS FULL FLOW COUPLER-LOCKING	402.48	
070-0000-00100	90-15-6218 ALTERNATOR	95613	JAMES APPS (R)	ALTERNATOR FOR UNIT # 22 - SEWER	385.00	
070-0000-00100	REIMBURSE CDL PHYSICAL	95615	LAWSON-FISHER ASSOCIATES PC	REIMBURSE CDL PHYSICAL	70.00	
070-0000-00100	HIGHLAND'S SHARE 1/3	95616	LITHOGRAPHIC COMMUNICATIONS	PROFESSIONAL SERVICES OCTOBER 20	106.70	
070-0000-00100	MAILING	95183	MECHANICAL CONCEPTS, INC.	2021 UTILITY BILLING MAILING JULY	1,262.06	
070-0000-00100	2ND QTR/3RD QTR	95617	MECHANICAL CONCEPTS, INC.	HVAC PREVENTIVE MAINT. CONTRACT 4	825.00	
070-0000-00100	2ND QTR/3RD QTR	95618	MECHANICAL CONCEPTS, INC.	HVAC PREVENTIVE MAINT. CONTRACT 4	825.00	

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 070 SEWAGE OPERATING						
Dept 0000						
070-0000-00100	SS PASSAGE CORONA BALL	95619	MENARDS	PASSAGE BALL/OIL DRI - SEWER DEPT	40.44	
070-0000-00100	NOV. CARBONACEOUS/HALOCETIC S	95620	MICROBAC LABORATORIES, INC	CARBONACEOUS/HALOCETIC SAMPLING F	1,586.00	
070-0000-00100	KIT-905 705 AIR SPRIN	95621	MILESTONE CONTRACTORS NORTH	9.5MM SURFACE RESTORATION - SEWER	1,403.92	
070-0000-00100	HIGHLAND'S SHARE/AUGUST	95622	NAPA AUTO PARTS	705 AIR SPRIN FOR UNIT # 37 - SEW	62.38	
070-0000-00100	CONSTRUCTION	95623	NEWGEN STRATEGIES AND SOLUT	WHOLESALE SEWER COST OF SERVICE S	2,183.75	
070-0000-00100	HOOK STREET	95625	NIES ENGINEERING, INC.	SANITARY SEWER REHAB THROUGH 11/26/	2,210.32	
070-0000-00100	HOWARD SCADA	95626	NIES ENGINEERING, INC.	GENERAL CONSULTING THROUGH 11/26/	1,462.86	
070-0000-00100	SEWER REHABILITATION	95628	NIES ENGINEERING, INC.	GENERAL CONSULTING THROUGH 11/26/	1,597.91	
070-0000-00100	2021 CONSTSTRUCTION	95629	NIES ENGINEERING, INC.	SERVICES RENDERED THRU 8/27/21	2,005.50	
070-0000-00100	SSO'S PROJECT	95630	NIJMAN FRANZETTI LLP	SERVICES RENDERED THRU 7/29/21	3,121.58	
070-0000-00100	QTRLY PLANNED SERVICE	95631	NOVATEK CORPORATION	SERVICES RENDERED THROUGH 11/30/2	2,700.00	
070-0000-00100	REPLENISH PETTY CASH	95632	NOVATEK CORPORATION	QTRLY PLANNED SERVICE PROGRAM FOR	9,594.00	
070-0000-00100	D/S TNRS, TAPE-CALC/THERM, PERF	95428	PULTE TECHNOLOGY OF INDIANA	QTRLY PLANNED SERVICE PROGRAM FOR	2,957.50	
070-0000-00100	D/S TONER FOR PRINTER	95645	PULTE TECHNOLOGY OF INDIANA	REPLENISH PETTY CASH THRU 11/15/2	55.81	
070-0000-00100	OCT/NOV/DEC RETAINER	95666	ROBERT F TWEEDLE	D/S TNRS, TAPE-CALC/THERM, PERFTRD	93.15	
070-0000-00100	EPA/HAMMOND TREATMENT	95667	ROBERT F TWEEDLE	D/S TONER FOR PRINTER	16.66	
070-0000-00100	OCTOBER SANITARY FLOWS	95635	SANITARY DISTRICT OF HAMMON	4TH QUARTER RETAINER FOR SANITARY	1,359.00	
070-0000-00100	DIESEL EXHAUST FLUID - SW	95261	TOWN OF HIGHLAND GASOLINE F	SERVICES RENDERED DECEMBER 2021 S	2,310.40	
070-0000-00100	1356.1 GALLONS DIESEL	95263	TOWN OF HIGHLAND GASOLINE F	SANITARY FLOWS FOR OCTOBER 2021	125,886.49	
070-0000-00100	50% HIGHLAND'S SHARE	95637	TOWN OF HIGHLAND GASOLINE F	VACTOR LOADS FOR OCTOBER 2021	1,310.85	
070-0000-00100	10 -100PK GREEN MARKING FLAGS	95638	WARREN OIL COMPANY	DIESEL EXHAUST FLUID D/S	281.36	
070-0000-00100	FUEL 215.9 GALLONS @ 2.5708	95639	WARREN OIL COMPANY	FUEL BY USAGE - SEWER	825.19	
070-0000-00100	FUEL 877.4 GALLONS @ 2.5708	95640	WAYNE'S FRAME AND BODY	ELECTRIC CHARGES FOR HARTSDALE PU	7,136.47	
070-0000-00100	170.065225 AIR DRYER AD-9 NEW	95641	WESTSIDE TRACTOR SALES INC	10 - 100PACK GREEN MARKING FLAGS	455.16	
070-0000-00100	EXCAVATOR	95642	WESTSIDE TRACTOR SALES INC	FUEL FOR 81ST STREET PUMP STATION	755.04	
070-0000-00100	AT125469 BARREL	95643	WESTSIDE TRACTOR SALES INC	FUEL FOR NORTH 5TH STREET GENERAT	2,455.62	
070-0000-16000	STORM	95502	COPPER HOMES LLC	AIR DRYER AD-9 NEW FOR UNIT # 19	185.00	
070-0000-16000	STORM	95164	KUMAR BALJIT	EXCAVATOR FOR UNIT # 36 - SEWER D	581.98	
070-0000-34005	OTHER INSURANCE	95372	TOWN OF HIGHLAND INS FUND (	SUPPLIES FOR UNIT # 36 - SEWER DE	1,358.27	
070-0000-34023	HEALTH AND DENTAL INSURANCE	95279	TOWN OF HIGHLAND INS FUND (	CONSUMER REFUND: 063-31010-41	6.02	
070-0000-34043	LIFE INSURANCE	95279	TOWN OF HIGHLAND INS FUND (	CONSUMER REFUND: 012-11055-04	7.39	
070-0000-45200	SEWAGE TRANSFERS GROSS	95178	PAYROLL ACCOUNT	2021 WORK COMP INS ALLOCATION	18,002.22	17880
070-0000-45200	SEWAGE TRANSFERS GROSS	95273	PAYROLL ACCOUNT	DEC 2021 HEALTH/LIFE INS PREM SEW	38,896.99	
070-0000-45200	SEWAGE TRANSFERS GROSS	95671	PAYROLL ACCOUNT	DEC 2021 HEALTH/LIFE INS PREM SEW	204.21	
				11/19PRL D/S TRANSFER SEWAGE	31,501.68	17873
				12/3PRL D/S TRANSFER SEWAGE	27,540.44	17878
				12/17 PRL D/S TRANSFER SEWAGE	27,252.25	17882
					361,594.28	
					361,594.28	
Fund 072 SEWAGE IMPROV						
Dept 0000						
072-0000-34420	3500 BLOCK OF JEWETT	95624	NIES ENGINEERING, INC.	3500 BLOCK OF JEWETT (CE)	217.50	
072-0000-34422	HOOK ST STORM SEWER PROJECT	95610	GATLIN PLUMBING & HEATING I	HOOK ST STORM SEWER PROJECT	74,000.00	
					74,217.50	
					74,217.50	

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
EXP CHECK RUN DATES 11/18/2021 - 12/22/2021
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: 11

12/16/2021 04:02 PM
User: CRK
DB: Highland

Invoice # Vendor Ref # Amount Check #

Invoice Line Desc Invoice Description

GL Number	Invoice Line Desc	Invoice Description	Amount	Check #
Fund Totals:				
		Fund 040 SANITARY OPERATING	222,555.00	
		Fund 044 SAN DIST CAPITAL	59,912.37	
		Fund 070 SEWAGE OPERATING	361,594.28	
		Fund 072 SEWAGE IMPROV	74,217.50	
			<u>718,279.15</u>	