

WESTVILLE TOWN COUNCIL
JANUARY 09, 2024
REGULAR MEETING
100 SETSER DRIVE
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

BAKER TILLY AGREEMENT FOR IDOC TRUNK MAIN

MCMAHON AGREEMENT

MCMAHON LETTER OF RECOMMENDATION

STREETS

DEPARTMENT HEAD REPORT

COMMUNITY CROSSINGS GRANT

LOCHNER AGREEMENT

PARKS

POLICE

DEPARTMENT HEAD REPORT

FINANCE

BAKER TILLY AGREEMENT FOR FINANCIAL SERVICES

RESOLUTION 2024-1 CCI TRANSFER

MISCELLANEOUS

WVFD ACTIVITY REPORT

LEANN DEAL APPT. TO PLAN COMM

CHICKENS

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

WESTVILLE TOWN COUNCIL

JANUARY 09, 2024
MINUTES OF MEETING

The regular meeting of the Westville Town Council was held at the Westville Town Complex Community Room, 100 Setser Drive at 7:00 p.m. Present: Michael Albert, Leann Deal, James Bechinske, Olga Pothorski, Lori Mercer, Clerk-Treasurer; Town Attorney, Doug Beige.

Absent: Deborah Kelly

The Pledge of Allegiance was recited.

Michael Albert introduced new Council member Leann Deal.

A motion was made by Michael Albert to approve minutes of the December, 2023 meeting. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Albert, yes.

A motion was made by Michael Albert to approve claims for the month of December, 2023. Olga Pothorski, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Albert, yes.

Michael Albert made a motion to keep the Liaison positions and Officer positions the same as 2023 and have Leann Deal take over as the Police Liaison. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Albert, yes.

Michael Albert stated that ADA/Title VI grievance forms and a voluntary public involvement survey are available for anyone interested.

UTILITIES

Michael Albert reported that a contractor that was working on 421 ran a boring machine through our force main by the Dollar General warehouse. D&M will be doing the repair.

Michael Albert made a motion to enter into agreement with Baker Tilly for the work completed on the IDOC trunk main project and SRF funding. Michael Albert stated that this will all be reimbursed by DOC. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Albert, yes.

Michael Albert made a motion to enter into agreement with McMahon Associates for engineering services for 2024. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Albert, yes.

Michael Albert read a letter of recommendation from McMahon to award Haskins Underground the bid for the Sanitary Force Main Relocation project. Michael Albert made a motion to allow Haskins to perform the work as quoted. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Albert, yes.



STREETS

James Bechinske made a motion to use \$70,000.00 toward our share of the Community Crossings Grant for 2024 and to enter into agreement with Lochner Eng. to perform the engineering services for the project. Olga Pothorski, second. Roll Call: Bechinske, yes; Pothorsi, yes; Deal, yes; Albert, yes.

PARKS

There was nothing to report in Parks.

POLICE DEPARTMENT

Town Marshal Corey McKinney reported yearly stats.

FINANCE

Tyler Coffell from Baker Tilly was in attendance to explain the financial services agreement and what was all involved. He stated that they will be looking for ways to make the most use of the Town funds. They will provide all reporting for all departments, provide mid-year reports, supply a comprehensive financial plan using a list of all the towns capital and help with the budgeting process so that the Town is utilizing the funds to the best of its ability. They will also supply a council report bi-yearly. This service is at a cost of \$4,800.00 per month, with Utilities carrying most of the freight and 4 other funds paying the difference. Michael Albert made a motion to enter into agreement with Baker Tilly for these financial services. James Bechinske, second. Roll Call: Bechinske, yes; Pothorsi, yes; Deal, yes; Albert, yes.

Michael Albert read Resolution 2024-1, CCI transfer to General in the amount of \$10,000.00. Michael Albert made a motion to adopt Resolution 2024-1. James Bechinske, second. Roll Call: Bechinske, yes; Pothorsi, yes; Deal, yes; Albert, yes.

MISCELLANEOUS

Michael Albert made a motion to appoint Leann Deal to the Plan Commission. James Bechinske, second. Roll Call: Bechinske, yes; Pothorsi, yes; Deal, yes; Albert, yes.

Michael Albert stated that we have had some complaints about chickens. He reported that this is in violation of the town zoning ordinance. He also stated that any calls of concern can be forwarded to the police department. Attorney Beige stated that we can give the residents that currently have chickens a period of time to get rid of the ones they have now and then issue a warning if they have not gotten rid of them.

CITIZENS COMMENTS

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL

A member of the audience thanked the council for looking over the documents provided for the bid-protest and wanted to let them know that they have the final decision and want them to be the best informed.

A motion to adjourn was made by Michael Albert at 7:22 pm. James Bechinske, second. Motion carried.

I, Lori Mercer, attest that these minutes are true and accurate.

Lori Mercer



Town of Westville
December Monthly Report of Operations
Prepared By: Nathan Howell
January 9, 2024

WATER

New Items

1. The lead water service inventory project is going slowly. Aaron Flowers will be meeting with Lori to develop a plan to complete it.

Old Items

1. GIS – Limited progress has been made.
2. The water main to the old water tower has been disconnected from the system. This will allow for the demolition of the tower in the spring.

WASTEWATER

New Items

1. We are hoping to obtain some of the equipment at the WCC WWTP.
2. We began accepting sewage from the WCC and the lift station. The WWTP is fully operational.
3. The new vacor pad has been installed. In the Spring, we will commence with the cleaning and televising of the older sewers in Town. The cleaning was stopped due to the lack of a spot to put the debris from the sewers.

Old Items

1. The Nash Finch Lift Station flow meter has been installed. Gasvoda needs to do the start up.
2. The Westville Estates Pump Station is deteriorating rapidly. We have spoken with McMahon and Superior Pumping to renovate the Station. We are considering installing the used system from the old WWTP. We spoke with Gasvoda who provided pump selections to retrofit the old station with submersible pumps. This information has been given to McMahon for their input.
3. There is still an issue with the mapping system at Fieldstone Subdivision. The sanitary sewer locations on the atlas were wrong on two streets. We found three manholes which two are buried very deep and there may be severe conflicts with fences in the rear lots. We will contact a contractor to assist with this. We had M.E. Simpson on site to assist in locating services and shut-off valves. We have found nearly half of the valves which could not be found. We are trying to find a contractor who will bring the manhole lids to grade.
4. We were involved with the sewer connection to the duplex built on Flynn Road across from the grocery store- no progress has been made.

5. The Coulter Road force main will need to be replaced. We have several ideas for this.
6. The manhole lid on one of the manholes on Flynn Road north of McDonald's broke into pieces. Adam found a lid which fit and sealed it to the frame with mastic. Bowen will replace two lids total. We are waiting for a proposal to replace two frames and lids. Bowen is trying to find the proper frame and lids.
7. The WWTP improvements are continuing. Following is the progress that has been made:
 - The lift station at WCC is about 95% complete with most of the building construction complete.
 - The force main is 99% complete.
 - The solids building at the Wastewater Plant is 98% complete.
 - The sludge disinfection/conditioning system has been started up. It is 99% complete.
 - Raw and RAS piping is complete.
 - New RAS, WAS, Scum pumps, and meters and piping are 99% complete and have been started up.
 - The splitter box for the new clarifier is complete. The effluent piping tie-in for the new clarifier is complete.
 - The oxidation ditch is complete. Railing, grating and aeration equipment have been installed and is about 95% complete.
 - All of the new aerators are installed, and the outer ring of the oxidation ditch is operational.
 - The old aerators have been reinstalled with the new slides. The walkway modifications are 98% complete.
 - The new headworks building is about 99% complete.
 - The new clarifier is 99% complete and has been started up.
 - Both clarifier modifications are complete.
 - The generator has been moved twice, and the new generator that is installed is operational. The second generator is scheduled for delivery in February.
 - A small shed has been relocated to the area next to the solids building and will be used for storage.
 - The new UV system has been installed.
 - The influent sampling structure is complete.
 - The new alum lines are complete.
 - Site clean-up is in progress.
 - The WCC gravity main has been installed for acceptance of their waste.

Town of Westville - Operational Summary for the Wastewater Treatment Plant

Influent

2023	Total Gallons	Flow			BOD		TSS		Ammonia		Phosphorus	
		Max. Daily	Min. Daily	Monthly Avg.	mg/l	#'s	mg/l	#'s	mg/l	#'s	mg/l	#'s
January	6,045,000	239,100	173,900	195,650	154	261	312	519	32.3	52.8	5.8	9.5
February	6,178,300	282,700	170,100	199,300	124	214	346	209	28	46.5	5.6	9.3
March	6,302,900	311,400	179,200	203,900	165	274	335	556	30.1	51.2	5.4	9.2
April	5,625,000	300,000	26,800	187,500	142	266	351	534	29	45.4	5.1	8.0
May	6,379,000	266,100	184,700	205,790	150	255	367	623	26.6	45.8	5.2	6.3
June	6,306,000	241,900	193,300	210,200	108	186	385	672	26.9	47.1	5.1	8.9
July	6,324,100	251,400	178,200	201,100	142	237	412	683	25.65	43	4.85	8.1
August	6,276,000	283,800	180,000	209,200	167	295	445	787	24	41.9	4.5	7.7
September	6,085,300	236,100	160,600	196,300	153	254	307	524	30.8	50.4	6	8.7
October	5,865,200	280,000	159,000	189,200	205	326	213	337	44.6	70.3	6.8	10.7
November	5,457,000	200,200	156,600	181,900	225	345	234	358	44.1	66.8	7.2	10.9
December	13,130,100	939,000	150,300	423,550	145	473	232	702	21.9	77.5	4.3	14.2

Effluent

2023	Total Gallons	Flow			BOD		TSS		Phosphorus		Ammonia	
		Max. Daily	Min. Daily	Monthly Avg.	Monthly Avg.	% Removed	Monthly Avg.	% Removed	mg/l	% Removed	mg/l	% Removed
January	5,930,800	237,000	156,000	191,32	2.4	98.4	5.5	98.2	.2	96.4	.57	98.2
February	5,480,000	288,000	162,000	195,700	2.1	98.3	4.2	98.8	.2	97	.43	98.5
March	6,180,200	256,800	175,000	199,400	2.7	98.3	6.4	98.1	.3	95	.07	95
April	5,927,100	305,700	131,000	197,600	3.3	97.7	7.3	97.9	.4	91.2	.1	99.7
May	7,229,500	492,300	183,400	233,210	2.5	98.4	8.9	97.6	.1	99.6	.7	85.6
June	6,008,200	245,100	188,500	207,200	2	98.1	4	99	.5	89.5	.52	98.9
July	5,908,300	252,600	171,700	196,600	2.1	98.6	2.7	99.4	.4	92.3	.05	99.8
August	6,211,200	289,900	175,800	207,000	2.3	98.6	4.2	98.5	.5	89.9	.07	99.7
September	5,994,900	365,000	117,600	199,800	2.5	98.4	13.1	95.7	.6	89.1	.09	99.7
October	5,747,000	254,000	154,000	185,400	2.1	99	6.5	97	.5	93.3	.07	99.8
November	5,320,900	244,200	114,500	177,400	2.1	99.1	5.8	97.5	.3	95.5	.08	99.8
December	12,863,000	996,000	147,000	414,940	2	98.6	5.3	97.7	.5	88.6	.05	99.8

Town of Westville – Operational Summary for the Water Treatment Plant

Month Ending	Total Monthly Flow	Maximum Daily Flow	Minimum Daily Flow	Average Daily Flow	Chlorine Usage (lbs.)	Fluoride Usage (lbs.)
01/31/23	4,855,200	255,200	11,000	155,300	68.2	0
02/28/23	4,542,800	235,400	78,500	162,200	67	0
03/31/23	5,261,600	273,800	82,900	169,200	73	0
04/30/23	5,241,000	319,100	0	175,600	69.6	0
05/31/23	6,489,00	314,600	80,000	206,400	86.1	0
06/30/23	6,165,500	391,500	85,300	224,600	84.4	0
07/31/23	6,256,700	312,600	81,800	201,300	76.8	0
08/31/23	4,944,000	272,700	76,700	162,100	64.8	0
09/30/23	4,844,100	272,700	77,200	159,600	71.2	0
10/31/23	4,684,100	309,800	53,200	148,500	70.8	0
11/30/23	4,999,400	453,600	82,200	164,600	74.8	0
12/31/23	4,635,600	574,700	73,500	154,200	68.4	0

RE: Municipal Sewage Works

DATE: December 15, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the Town of Westville, Indiana (the "Client") and Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:

- Assist the town with the contract amendment for the IDOC trunk main project.
- Assist with town with identifying funding sources for the IDOC project.
- Calculate the estimated debt service surcharges associated with the SRF bonds.
- Attend virtual and/or in person meetings with the town, working group and SRF.

Compensation and Invoicing

BTMA's fees for services set forth in the Scope Appendix will be Twelve Thousand Dollars (\$12,000).

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

**SCOPE APPENDIX to
Engagement Letter dated: November 8, 2023
Between Town of Westville, Indiana and
Baker Tilly Municipal Advisors, LLC**

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Jeffrey P. Rowe

Jeffrey P. Rowe, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: *Michael Alpert*

Title: *Town Council President*

Date: *1-9-2024*

AGREEMENT FOR PROFESSIONAL SERVICES

TOWN OF WESTVILLE

100 Setser Drive
Westville, IN 46391

DATE: January 3, 2024

McM. No. _____

PROJECT DESCRIPTION

2024 General Engineering & Surveying Agreement
Town of Westville, LaPorte County, IN

SCOPE OF SERVICES

- Provide engineering and surveying services on an as-needed basis. Verbal approval will be given by Owner for each new project.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

Errors, Omissions and Contingency: The Client and McMahon agree that revisions due to errors or omissions which result in change orders amounting to 5% or less of construction costs shall be deemed normal contingencies and within the professional standard of care. The Client agrees to make no claim for change orders within this threshold and claims for change orders in excess of this threshold shall be allowed only to the extent that such changes result from a failure to meet the professional standard of care.

Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.

Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.

Agreement Confidentiality: The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedule

COMPLETION SCHEDULE

McMahon agrees to complete this project as follows:

- As mutually agreed upon per project.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

CLIENT

TOWN OF WESTVILLE



Authorized Signature

COUNCIL PRESIDENT

Title

1-9-2024

Date

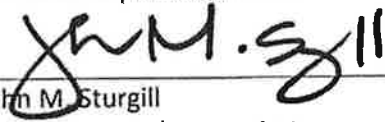
Phone: 219-785-2123

E-mail: lori.mercer@westville.us

McMAHON ASSOCIATES, INC.

952 South State Road 2, Valparaiso, IN 46385

219.462.7743 | MGMGRP.COM



John M. Sturgill

Vice President / General Manager

1/3/2024

Date

Attachments: General Terms and Conditions • Fee Schedule • Reimbursable Schedule



FEE SCHEDULE | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$205.00
Senior Project Manager	\$205.00
Project Manager	\$145.00 - \$195.00
Senior Engineer	\$185.00 - \$195.00
Engineer	\$105.00 - \$175.00
Senior Engineering Technician	\$135.00 - \$145.00
Engineering Technician	\$75.00 - \$125.00
Senior Architect	\$170.00 - \$190.00
Architect	\$145.00 - \$165.00
Senior Designer	\$120.00 - \$140.00
Designer	\$90.00 - \$110.00
Senior Land Surveyor	\$130.00 - \$170.00
Land Surveyor	\$120.00
Land Surveyor Technician	\$85.00 - \$105.00
Surveyor Apprentice	\$70.00
Erosion Control Technician	\$90.00
Senior Hydrogeologist	\$205.00
Senior Ecologist	\$195.00
Environmental Scientist	\$100.00 - \$115.00
Senior G.I.S. Analyst	\$170.00
G.I.S. Analyst	\$95.00 - \$115.00
Wetland Delineator	\$115.00
Senior Public Management Specialist	\$160.00
Public Management Specialist	\$130.00
Senior Public Safety Specialist	\$160.00
Public Safety Specialist	\$130.00
Building Inspector Specialist	\$130.00
Water / Wastewater Specialist	\$105.00 - \$135.00
Senior On-Site Project Representative	\$120.00
On-Site Project Representative	\$60.00 - \$105.00
K-12 Administrative Specialist	\$125.00
State Plan Reviewer	\$145.00
Certified Grant Specialist	\$145.00
Graphic Designer	\$110.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$45.00 - \$70.00
Professional Witness Services	\$370.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM



REIMBURSABLE EXPENSE SCHEDULE * | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00
REIMBURSABLE UNITS:	
Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.75/Mile
Mileage - Truck/Van	\$1.05/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.80/Each
Survey Paint	\$6.00/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - ½"	\$3.00/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$1.75/Each

**NEENAH, WISCONSIN
CORPORATE HEADQUARTERS**

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591

Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

152 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

* This schedule is not all inclusive.

STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 **Limits:** McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** To the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 **Client:** Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 **McMahon:** If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 **Suspension for Non-Payment:** McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 **Instruments of Service:** McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 **Licenses:** McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 **Re-use:** Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 **Modifications:** This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 **Governing Law:** This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 **Mutual Non-Assignment:** The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 **Severability:** The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 **Third Party:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 **Additional Client Services:** The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 **Means and Methods:** McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
- 8.3 **Purchase Orders:** In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 **Project Maintenance:** The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 **Corporate Protection:** It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 **Contingency:** McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 **Project Costs Associated with Agency Plan Review:** McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 **Hazardous Materials:** McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 **Climate:** Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



January 8, 2024

Town Council Members
Town of Westville
100 Setser Drive
Westville, IN 46391

RE: Letter of Recommendation
Sanitary Force Main Relocation Project
McM No: W0515-05-23-00106-A

Dear Council Members:

On December 12, 2023, bids were submitted for the above-noted project. A total of five (5) bids were received ranging in price from \$61,500.00 to \$125,000.00.

Based on these five bids, we recommend awarding Contract W0515-05-23-00106-A to Haskins Underground, Inc. of Plymouth, Indiana in the amount of \$61,500.00 as the lowest, most responsive and responsible bidder.

A detailed bid tabulation is attached for your review. Please feel free to contact our office with any questions.

Thank you,
McMAHON Associates, Inc.

John M. Sturgill
Vice President / General Manager

Attachment

DETAILED BID TABULATION

Sanitary Force Main Relocation Project

Town of Westville, LaPorte County, Indiana

Bid Date - December 12, 2023 @ 3:30 PM Local Time

Bid item/Description	Bid Quantity	Haskins Underground, Inc.		LGS Plumbing, Inc.		HRP Construction, Inc.		Grimmer Construction, Inc.		Gatin Plumbing & Heating, Inc.	
		Lump Sum	Total Cost	Lump Sum	Total Cost	Lump Sum	Total Cost	Lump Sum	Total Cost	Lump Sum	Total Cost
Contract No. W0515-05-23-00106-A - Town of Westville Sanitary Force Main Relocation											
1	1 LS	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 35,000.00	\$ 35,000.00	\$ 6,000.00	\$ 6,000.00
2	800 LF	\$ 50.00	\$ 40,000.00	\$ 44.25	\$ 35,400.00	\$ 97.75	\$ 78,200.00	\$ 68.00	\$ 54,400.00	\$ 125.00	\$ 100,000.00
3	2 EA	\$ 5,000.00	\$ 10,000.00	\$ 9,600.00	\$ 19,200.00	\$ 5,000.00	\$ 10,000.00	\$ 7,500.00	\$ 15,000.00	\$ 5,500.00	\$ 11,000.00
4	800 LF	\$ 10.00	\$ 8,000.00	\$ 4.00	\$ 3,200.00	\$ 4.00	\$ 3,200.00	\$ 4.00	\$ 3,200.00	\$ 10.00	\$ 8,000.00
		BASE BID: \$ 61,500.00		BASE BID: \$ 72,800.00		BASE BID: \$ 95,400.00		BASE BID: \$ 107,600.00		BASE BID: \$ 125,000.00	

Yes	Yes	Yes	Yes
N/A	N/A	N/A	N/A
Yes	Yes	Yes	Yes

Bid Bond
Addenda Ack.
Form 96

Yes	Yes	Yes	Yes
N/A	N/A	N/A	N/A
Yes	Yes	Yes	Yes

Bid Bond
Addenda Ack.
Form 96

Yes	Yes	Yes	Yes
N/A	N/A	N/A	N/A
Yes	Yes	Yes	Yes

Bid Bond
Addenda Ack.
Form 96

Yes	Yes	Yes	Yes
N/A	N/A	N/A	N/A
Yes	Yes	Yes	Yes

Bid Bond
Addenda Ack.
Form 96

No	No	No	No
N/A	N/A	N/A	N/A
Yes	Yes	Yes	Yes

Bid Bond
Addenda Ack.
Form 96



ADDENDUM No. 4

Dated as of January 1, 2024

to

CONSULTANT AGREEMENT

by and between

Town of Westville (“Client”)

and

H.W. Lochner, Inc. (“Consultant”)

for

Community Crossings Matching Grant (CCMG)
 (“Project”)

This Addendum amends, modifies and supplements the Agreement for Professional Engineering Services (the “Agreement”). The Agreement, whether or not it is attached to this Addendum, is hereby incorporated into this Addendum by this reference and is made a part hereof as if it were fully set forth herein. The amendments, modifications and supplements to the Agreement contained in this Addendum are set forth by reference Section number contained in the Agreement. Unless a part of the Agreement is amended, modified or supplemented by this Addendum, the Agreement shall remain in full force and effect.

3. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client. All services to be complete by **December 31, 2024.**

6. **Compensation for Lochner's Scope of Services.** Subject to paragraph 8, the Client shall compensate Lochner for Lochner's Scope of Services as set forth in Attachment A (REV 01/01/2022) hereto. The maximum amount payable under this Agreement shall not exceed \$15,000.00 from the date first written on the Agreement through December 31, 2020. The maximum amount payable shall not exceed \$10,000.00 from January 1, 2021 through December 31, 2021. The maximum amount payable shall not exceed \$10,000.00 from January 1, 2022 through December 31, 2022. The maximum amount payable shall not exceed \$10,000.00 from January 1, 2023 through December 31, 2023. The maximum amount payable shall not exceed **\$10,000.00** from January 1, 2024 through December 31, 2024.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have caused this Addendum to be executed as of the date first written above.

CONSULTANT:
HW LOCHNER, INC.

CLIENT:
TOWN OF WESTVILLE



Signature

Signature

Eric Wilson, Office Manager

Michael Albert / Council President

(Print or type name and title)

(Print or type name and title)

Attachment A (REV 01/01/2024)

SCOPE OF SERVICES

For the fulfillment of all services outlined in this Attachment A, the Consultant will provide a Project Manager, as well as, any additional support staff as needed. The Consultant's personnel shall take directions from and report to the Town of Westville on all matters concerning project compliance and administration. Nothing in this Agreement shall be deemed to require the Consultant to perform any act that would constitute design services or the practice of architecture, certified public accounting or law. The recommendations, advice, budgetary information and schedules to be furnished by the Consultant under this contract are solely for the use of the Town of Westville and shall not be deemed to be representations, warranties or guarantees. It is expressly understood that the Consultant is not a guarantor or insurer of the adequacy of any plans and specifications or of any work that is to be performed or managed by others.

The Consultant shall be responsible for performing the following activities:

1. Complete annual inspection of each roadway segment in the Town and update rating per the PASER System. Update the Town's Pavement Asset Management Plan based on these ratings and submit to LTAP for approval.
2. Complete Community Crossings Matching Grant (CCMG) application(s) as requested by the Town. Street segments and scope of work to be included in the application shall be at the direction of the Town.
3. Assist the Town in the preparation of bid documents as required by the CCMG. These documents include aerial maps showing the location and type of work, relevant INDOT specifications, and responsible bidder form.
4. Hold Pre-bid meeting for CCMG projects as requested by the Town.
5. Review submitted bids for CCMG projects and make selection recommendations to the Town.
6. Assist the Town in the collection of Responsible Bidder Ordinance submittal documents pre and post bid for CCMG projects. Verifying compliance of these documents with the Responsible Bidder Ordinance is excluded from the Consultant responsibilities.
7. Hold pre-construction meeting for CCMG projects as requested by the Town.
8. Compile all CCMG required documentation during the project including but not limited to:
 - a. Material Tickets (Asphalt and Concrete)
 - b. Measure and record all milling locations
 - c. Mix Designs
 - d. Change Orders
 - e. Create log and track all pay item quantities
9. Complete review of each contractor pay estimate request and provide recommendations to the Town.
10. Provide part time, onsite inspection of work in progress as requested by the Town to verify contractor compliance with INDOT specifications and the contract documents.
11. Evaluate contractor's suggestions for modifications in drawings, specifications and change orders, and provide recommendations to the Town.
12. Provide technical support as needed and requested.
13. Submit all required CCMG project closeout documentation to the Town.

COMPENSATION

1. The Consultant will be paid for the actual hours of work performed exclusively on this project. The base period hourly billing rate schedule is as follows:

<u>CLASSIFICATION</u>	<u>REGULAR RATE</u>	<u>OVERTIME RATE</u>
Project Manager	\$146.95	N/A
Construction Inspector	\$96.80	\$114.30

RE: BTMA+ Services

DATE: December 20, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between Town of Westville, Indiana (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services as requested.

A. Accounting and Reporting Support

1. Provide as needed support for accounting and reporting processes related to the computerized accounting system modules of the Client as detailed below:
 - a) General Ledger;
 - b) Check Reconciliation;
 - c) Accounts Payable;
 - d) Cash Collection;
 - e) Payroll;
 - f) Reporting; and
 - g) Other (as necessary)
2. Provide as needed support for accounting and reporting processes for the Client as detailed below:
 - a) Cash and investments management;
 - b) Bond issues and other debt;
 - c) Property taxes;
 - d) Excise taxes;
 - e) Other operating revenues;
 - f) Personnel services;
 - g) Supplies;
 - h) Other services and charges;
 - i) Capital outlays;
 - j) Other disbursements;
 - k) Non-financial activity; and
 - l) Other accounting and reporting processes (as necessary)

3. Support services will be directed by the Client based on the scope and nature of the event. BTMA's services include:
 - a) On-site support as needed;
 - b) Telephone support as needed;
 - c) E-mail support as needed;
 - d) Written communication as needed; and
 - e) Remote support via Internet as needed

B. Gateway Annual Report

1. Client will provide BTMA a detailed trial balance and any supporting schedules necessary to support the trial balance totals.
2. Client will provide BTMA supporting documentation for Grants to include local project name, federal program title, federal agency, pass through agency, CFDA Number, award name, award number, grant type, local fund number, grant receipts, grant disbursements, amount provided to sub-recipients, amount of loans outstanding, amount of non-cash assistance for the year and amount of insurance in effect for the year.
3. Client will provide BTMA with non-depreciable and depreciable capital asset additions and deletions for the reporting year. BTMA will assist Client to compute depreciation expense and accumulated depreciation based on Client's capital asset policy.
4. Client will provide BTMA with information on all outstanding leases including the lessor, description of the lease, annual lease payment, beginning date of lease and ending date of lease.
5. Client will provide BTMA with information on financial assistance to non-governmental entities including the name, federal tax identification number, address, contact information, source of funding, amount of funding and type of entity.
6. Client will provide BTMA with information necessary to complete the reporting requirements for Public Official Surety Bonds including position, type, name, amount of bond and term.
7. Client will complete the Risk Assessment questionnaire:
 - a) Assist Client to upload supporting documentation for the risk assessment questionnaire.
 - b) Assist with other parts as needed, but not in lieu of management control.
8. Data upload into Gateway:
 - a) Assist Client to download text files from the Client's accounting and reporting software in accordance with Gateway reporting requirements, as applicable.
 - b) Assist Client to upload text files into Gateway, as applicable.
 - c) Or; Assist Client to generate data totals for manual entry into Gateway, as applicable.
9. Assist Client to tie beginning balances to prior Gateway Annual Report.
10. Assist Client to tie receipts, disbursements and ending balances to current year financial information.
11. Assist Client to analyze transfers in equal transfers out.
12. Assist Client to compute receivables and payables as of December 31.
13. Assist Client to complete debt service reporting.
14. Assist Client to complete pension reporting.

C. Debt Management

1. Client will provide BTMA with a detailed trial balance and any supporting schedules required by BTMA.
2. Assist Client to input basic debt information into Gateway to include debt name, type of debt, base CUSIP number, if applicable, and property tax cap exemption status.
3. Assist Client to input the authorizing Indiana Code cite for the debt.
4. Assist Client to input information on debt limitations to include issuer, current debt limit and current debt capTown, as applicable.
5. Assist Client to input applicable bond sale information which may include:
 - a) Date of preliminary determination.
 - b) Date of publication and newspapers.
 - c) Date of appropriation resolution.
 - d) Date of debt sale.
 - e) Date of debt closing.
6. Assist Client to disclose results of petition/remonstrance, if applicable.
7. Assist Client to disclose debt rating, if applicable.
8. Assist Client to disclose the security on the debt and source of repayment.
9. Assist Client to disclose the purpose and total project cost of the debt.
10. Assist Client to disclose the sources and uses of funding for the debt.
11. Assist Client to disclose the dates of bids, start of construction and estimated date of substantial completion, as applicable.
12. Provide an amortization schedule of the debt.

D. Financial Management Reports (Annual and Mid-Year)

1. Analyze the historical financial information of the Utility.
2. Analysis of year-to-date revenues and expenditures in comparison with the Utility's revenues and expenditures budget, as necessary.
 - a) Identify unusual variations from the revenues and expenditures budget.
 - b) Provide explanation of adjustments as necessary.
3. Expenditure analysis of the transactions for the period to determine appropriateness and consistency of transaction posting.
 - a) Provide proposed adjusting transactions if necessary for the Client's approval.
 - b) Provide explanation of adjustments as necessary.

4. Analyze Utility fund balances for compliance with outstanding bond ordinances and other legal and local requirements.
 - a) Provide a schedule of suggested fund transfers and explanations as necessary.
 - b) Analyze fund balances for funds available for capital expenditures.
5. Assist the Utility to prepare an annual budget of estimated revenues and expenditures, as necessary.
6. Obtain information from Client officials, the Client's consulting engineers and/or other sources necessary to assist the Client in the development of a capital budget.
7. Provide evaluation of current rates.
8. Provide a report and attend meetings with the Client to discuss findings and recommendations.
9. Provide email and telephone support for the Client's staff regarding accounting and financial questions.

E. Comprehensive Financial Plan

BTMA will develop a long-term financial plan for the Client working in concert with Client officials and staff. The financial planning model will incorporate assumptions regarding revenue and expenditure estimates, tax base changes, capital outlays, existing and estimated debt service, and estimated property tax and sales tax rates over the specified planning period. Features of the long-term financial planning model include:

- > A long-term financial planning model.
- > Details regarding assumptions utilized for both revenue and expenditure estimates.
- > Charts, graphs, and tables depicting historical trends and future estimates.
- > Summary of outstanding debt related to the financing of previous capital expenditures.

The long-term financial plan will be developed for a baseline scenario representing the most likely or expected conditions. Scenarios may also be developed representing favorable and unfavorable scenarios to capture a range of potential financial outcomes.

1. Information Gathering

- a) Meet with the Client to seek input into the development of the long-term financial plan, to gain an understanding of long-term financial goals, services and service levels, and desired future state of Client finances.
- b) Meet with the Client to discuss historical trends in revenues and expenditures and thoughts about potential future performance.
- c) Gather historical financial data from the client.

2. Analyze historical financial, economic, and statistical data and trends for key.

Analyze historical financial performance and trends for the past two years:

- a) Revenues from all sources.
- b) Expenditures.
- c) Cash reserves.
- d) Fund balances.
- e) Outstanding debt.
- f) Capital improvements and funding sources.
- g) Tax base.
- h) Population.
- i) Capital Improvement Plan.

3. Develop preliminary financial plan

- a) Develop schedules of receipts, disbursements, and fund balances of all analyzed funds of the Client for the previous two years ended December 31 based upon reports and records of the Client, to identify trends in revenues, expenditures, and fund balances.
- b) Create a baseline financial model of all analyzed operating funds of the Client for the current and next three calendar years ending. Analysis will include estimates of revenues on a major category basis and expenditures by function on a major category basis.
- c) Recommend a level of minimum fund balances to be maintained.
- d) Identify fund balances within non-major funds that may be available to fund General Fund or other operating expenditures.
- e) Identify potential shortfalls in revenues and provide suggestions, as available, to bridge funding gaps.
- f) As requested by the client, develop no more than two financial models in addition to the baseline model based on one or more hypothetical assumptions.
- g) Analyze preliminary baseline financial model and additional scenarios (as applicable) with the Client. Based on that analysis, Baker Tilly may modify the baseline model and additional scenarios as appropriate.

4. Prepare Long-Term Financial Plan and Report

- a) BTMA will develop the long-term financial plan and report incorporating the financial model and scenarios, as applicable.
- b) Present the Long-Term Financial Plan Report to the Client.

5. Meetings

Attend meetings with the client as follows: working group meeting, presentation of draft report to Client representatives, and final presentation to the Client's fiscal body.

EXPECTATIONS

The Client will identify a member of their staff to serve as a contact person between BTMA and the Client. This person will be responsible for assisting BTMA in the gathering of accurate and timely information necessary to complete the project and arranging for and coordinating required meetings. BTMA acknowledges some of this information may be available in our files and/or on the Client's website. At a minimum, the following information will be needed to complete the study:

- > Copies of the Client's most recent and prior two years' financial statements.
- > A trial balance or similar report generated from the Client's accounting system for the most recent year-ended and current year-to-date.
- > Copies of the Client's adopted budgets for the last three years, the current year, and the ensuing year, if available.
- > Capital Improvement Plan for the current year and for the following five years (if available)
- > Current fiscal policies.
- > Copies of existing Client debt schedules for any outstanding debt (i.e. bonds, equipment leases, lease-purchase agreements, etc.).
- > Information related to the anticipated growth in residential and commercial/industrial tax base during the planning period (if available).
- > Other relevant information.

DELIVERABLES

At the conclusion of this project, we will provide the Client with a Long-Term Financial Plan Report

F. Budget Assistance

1. Meet with the Client to discuss the budget process and collect data for budget preparation.
2. Develop or analyze the budget calendar for consideration by the legislative body.
3. Assist with Client prepared budget estimates.
4. Compute state distributed revenues based on formula sheets, certifications, and other information provided by the Department of Local Government Finance (DLGF) and the Auditor of State.
5. Develop or analyze miscellaneous revenues based on historical information provided by the Client.
6. Develop or analyze the estimated maximum levy.
7. Develop or analyze the estimated tax rate and levy by fund.
8. Assist with the preparation of prescribed forms related to the annual budget.
9. Assist the Client with entering budget data into the Indiana Gateway program.
10. Monitor the completion of the required steps of the budget process with the Client.
11. Attend one (1) public meeting at the discretion of the Client to present budget information to the legislative body.
12. Analyze the 1782 Budget Notice on behalf of the Client to ensure accuracy and completeness.
13. Provide periodic budget management assistance through telephone, remote and on-site support.

G. Levy Appeals

1. Assist the Client with determining its eligibility to apply for a property tax levy appeal with the DLGF.
2. Assist with the preparation of the State appeal application and supporting documentation for levy appeals.
3. Submit the levy appeal petition and application to the DLGF.
4. Monitor the completion of the required steps of the levy appeal process with the Client.

H. Additional Appropriations

1. Develop a timeline for the steps required to request approval of an additional appropriation from the DLGF.
2. Analyze estimated receipts and cash on hand to determine ability to fund requested additional appropriation.
3. Assist with State prescribed additional appropriation documents.
4. Assist the Client to monitor completion of the required steps of the additional appropriation process.

I. Council Reporting and Meetings

1. Provide semi-annual council summary reports (two per year).
2. Meet virtually with Town management (and council representatives if Client requests) to discuss long-term goals and objectives.
3. If requested, conduct an annual council member workshop for long-term financial planning goals and performance indicators as well as an opportunity for question and answer regarding Town-wide financial plans.

J. Capital Asset Reporting

1. BTMA will assist the Client in reviewing the capital asset ledger prior to the submission of the Gateway Annual Financial Report and in updating or creating the Client's capital asset policy.

COMPENSATION AND INVOICING

For services as set forth in the scope sections above fees shall be:

<u>Scope Sections</u>	<u>Service</u>	<u>Annual Hours Budgeted</u>	<u>Monthly Fee</u>
A – I	Town/Utility Support	250 Hours	\$4,800
J	Capital Asset Reporting	N/A	Time and Expense

Monthly bills will include a year-to-date total of hours worked vs. annual budgeted hours as a means of budgetary control. The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Jeffrey P. Rowe

Jeffrey P. Rowe, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: *Michael Albani*

Title: *Town Council President*

Date: *1-9-2024*

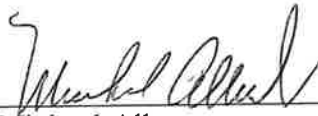
RESOLUTION 2024-1
TRANSFER OF FUNDS

BE IT RESOLVED BY THE WESTVILLE TOWN COUNCIL THAT THE FOLLOWING FUNDS BE TRANSFERRED PER IC 6-7-1-31.1(c)(1):

Transfer Ten Thousand Dollars (\$10,000.00) from CCI (Cumulative Capital Improvement) to General Fund.

PASSED AND ADOPTED THIS 9TH DAY OF JANUARY, 2024.

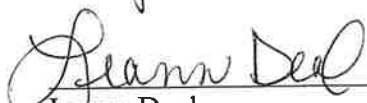
WESTVILLE TOWN COUNCIL


Michael Albert

~~Regina Ruddett~~ Deborah Kelly


James Bechinske


Olga Pothorski


Leann Deal

ATTEST:


Lori Mercer Clerk-Treasurer