

LEGAL NOTICE

The Westville Town Council will meet in a special meeting at 3:00 PM (local time) on March 07, 2023. The special meeting will be held at Town of Westville Community Room located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

*This notice is not for legal publication  
but just for notification purposes.*

WESTVILLE TOWN COUNCIL  
MARCH 07, 2023  
SPECIAL MEETING  
100 SETSER DRIVE  
3:00 P.M.

AGENDA

COMMUNITY CROSSINGS PROJECT BID AWARD

**WESTVILLE TOWN COUNCIL**

MARCH 07, 2023  
MINUTES OF MEETING

The special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 3:00 p.m. Present: Michael Albert, James Bechinske, Deborah Kelly, Lori Mercer, Clerk-Treasurer.

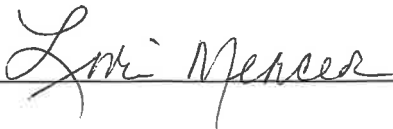
Absent: Olga Pothorski, Nate Burnett, Doug Biege, Town Attorney

Michael Albert opened the meeting at 3:00 pm. Michael Albert stated that this meeting is to award the bid for the Community Crossings paving project. The bids were opened on Friday, March 3 and have been reviewed by the engineer. James Bechinske made a motion to accept Rieth-Riley's bid of \$251,073.75. Michael Albert stated that they are the lowest bidder. Michael Albert, second. Roll Call: Bechinske, yes; Kelly, yes; Albert, yes.

James Bechinske stated that the contract will be signed on Monday, the 13<sup>th</sup> at 2:00 pm when a notary can be present.

Michael Albert made a motion to adjourn at 3:01 pm. James Bechinske, second. Motion carried.

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

  
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**LEGAL NOTICE**

The Westville Town Council will meet in a public hearing at 6:30 p.m. (local time) on Tuesday, March 14, 2023. The public hearing will be held at Westville Town Hall located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

***This notice is not for legal publication  
but just for notification purposes.***

WESTVILLE TOWN COUNCIL  
MARCH 14, 2023  
PUBLIC HEARING  
100 SETSER DRIVE  
6:30 P.M.

AGENDA

RE-ESTABLISHMENT OF THE CCD (CUMULATIVE CAPITAL DEVELOPMENT  
FUND) RATE

# WESTVILLE TOWN COUNCIL

MARCH 14, 2023

## MINUTES OF PUBLIC HEARING

A public hearing of the Westville Town Council was held at the Westville Town Complex Community Room, 100 Setser Drive at 6:30 p.m. Present: Michael Albert, James Bechinske, Deborah Kelly, Lori Mercer, Clerk-Treasurer, Town Attorney, Doug Beige.

Absent: Olga Pothorski, Nate Burnett

Michael Albert opened the public hearing stating that this hearing is being held to re-establish the rates of the Cumulative Capital Development Fund. Michael Albert stated that the state statute has changed so once it gets adopted it will always be in effect. Michael Albert stated that this has been published in the newspaper. He also stated that the ordinance to enable the rate will be read at the 7:00 pm regular meeting. Michael Albert asked if there was any public comment. There was none.

Michael Albert made a motion to close the public hearing at 6:31 PM. James Bechinske, second. Roll Call: Bechinske, yes; Kelly, yes; Albert, yes.

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

  
\_\_\_\_\_

SB  
M.A.  
DK  
NS

WESTVILLE TOWN COUNCIL  
MARCH 14, 2023  
REGULAR MEETING  
100 SETSER DRIVE  
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

STREETS

DEPARTMENT HEAD REPORT

PARKS

POLICE

DEPARTMENT HEAD REPORT  
ORDINANCES

FINANCE

RESOLUTION 2023-3  
CCD RATE ADOPTION ORDINANCE 2023-3

MISCELLANEOUS

WVFD ACTIVITY REPORT  
KATHY LONG FOR SUNSET SOUNDS

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

# WESTVILLE TOWN COUNCIL

MARCH 14, 2023  
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, Olga Pothorski, James Bechinske, Deborah Kelly, Nate Burnett, Lori Mercer, Clerk-Treasurer; Town Attorney, Doug Beige.

The Pledge of Allegiance was recited.

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

A motion was made by James Bechinske to approve minutes of the February, 2023 meeting. Nate Burnett, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

A motion was made by James Bechinske to approve claims for the month of February, 2023. Michael Albert, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

## UTILITIES

Michael Albert gave a brief summary of the MCO report for the month of February in Nathan Howell's absence. It is attached.

Michael Albert reported that the State of Indiana is going to commit \$85,000.00 toward a preliminary engineering report and a modeling project for the water project for the Department of Corrections possibly hooking into the town's water. Michael Albert stated that a panel needs to be established for the bidders for the Guaranteed Savings Contract. Michael Albert stated that the panel for the wastewater project consisted of Doug Beige, John McMahon, Michael Albert, Lori Mercer, Nathan Howell and Tom Fath. Since Tom is no longer a council member, Jim Bechinske stated that we would take Tom's place on this panel. Michael Albert made a motion to set up the committee for the Guaranteed Savings contract for the water project if it comes to fruition with the above named individuals. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

## STREETS

There was nothing to report in Streets.

## PARKS

There was nothing to report in Parks.

## POLICE DEPARTMENT

Marshal Darin Mercer reported the monthly stats.

*Handwritten initials:* B, M, DK, NB

*Handwritten initials:* DM



## **POLICE DEPARTMENT (CON'T)**

Marshal Mercer asked the council permission if he can comprise a group of three people, including himself, James Bechinske and a member of the community to go through all of the ordinances and create one quality of life ordinance. This would fall in line with 21<sup>st</sup> Century Policing. Council agreed.

Marshal Mercer stated the Safety Board interviewed Heather Fisher and they voted to hire her to fill the 5<sup>th</sup> position in the department. Marshal Mercer asked to hire her as a lateral. Council agreed.

## **FINANCE**

Michael Albert read Resolution 2023-3 in its entirety. This is to move \$2,000.00 from the ARP fund to the General Fund. Michael Albert made a motion to adopt Resolution 2023-3. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert stated that there was a public hearing held at 6:30 PM on this same evening regarding the Cumulative Capital Fund rate re-establishment. He stated this notice was published in the newspaper. Michael Albert made a motion to approve Ordinance 2023-3 on first reading. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to suspend the rules and adopt Ordinance 2023-3. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

## **MISCELLANEOUS**

Jason Zeman read the WVFD activity report. Jason also reported that the new engine will be placed in service in the next month. He stated the department had two Lucas device machines donated to them; they are CPR machines. Jason also stated the old engine is being donated to the AK Smith Vocational Center. He also stated that they are still looking for members to join the WVFD.

Kathy Long reported that the Westville United Methodist Church will be hosting a Community Clean-up on April 22, 2023 from 9:00 am to 11:00 am.

On behalf of Tri-Kappa, Kathy Long asked the council to use Prairie Meadow Park (PMP) for their Sunset Sounds on June 9<sup>th</sup>, July 14<sup>th</sup>, and Aug. 11<sup>th</sup>. The times will be 6:00 pm to 9:00 pm. Michael Albert made a motion to allow Tri-Kappa to use PMP for their Sunset Sounds and the town will provide the electric as well as the pavilion. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Kathy Long also asked if the car show was still happening on Friday nights and the council had not heard anything as of this date. She stated that they would like to have a food truck at Sunset Sounds but wants to make sure that the car show doesn't have one as well as not to take business away from one or the other. Council stated that they will inquire about that.

**CITIZENS COMMENTS**

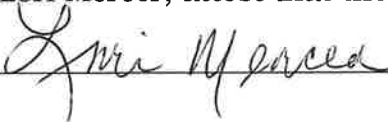
A member of the audience asked what the Opioid Restricted Funds can be used for. Town Attorney Doug Beige stated that the restricted funds can only be used for treatment programs, prevention programs, etc. He stated that it has to go to a certain function or place. Clerk-Treasurer Mercer stated there is a laundry list of items, all the way from rehabilitation to training police. She stated she will look for the state statute and make that available. Ms. Mercer stated that we received the first draw, but we will not know the amount of further draws until we get them.

Kathy Long asked for an example of what would fall under a quality-of-life ordinance. Marshal Mercer stated abandoned vehicles, grass ordinance, barking dogs, noise complaints, etc.

**ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL**

A motion to adjourn was made by Michael Albert at 7:27 PM. Olga Pothorski, second. Motion carried.

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

  
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**Town of Westville  
February Monthly Report of Operations  
Prepared By: Nathan Howell  
March 14, 2023**

**WATER**

**New Items**

1. We are working with McMahon on the water system improvements and which capital projects are necessary to correct some of the major deficiencies in the system.
2. There was a system wide power outage on March 3, 2023. MCO and the Town staff were called out several times for power outage and for a high alarm at the Nash Finch/Dollar General station. It appears a power surge caused the controller to fail. Superior Pumping was out on March 4, 2023, to repair the controls.

**Old Items**

1. GIS – Adam is continuing to work on the upgrade to the mapping system. We have contacted McMahon for additional training. Randy Decker from MCO is helping Adam with this since he is quite familiar with GIS.
2. Bowen Engineering assisted the Town in finding another contractor for the tower demolition. The quotes appear to be higher than the ones from Isler. We contacted Isler for an updated quote.
3. The check valves were replaced at the water plant, and this has eliminated the water hammer problem.

**WASTEWATER**

**New Items**

1. We are compiling a report for the Council regarding the lift stations. This will provide a snapshot of the condition of each station and the investment needed to repair the stations.

**Old Items**

1. The Nash Finch Lift Station still needs the flow meter installed. It will be installed this week.
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 indicated there is a pump available which may work to convert the existing vacuum assist station to a submersible station.

**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    | 195,65       | 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     |               |            |            |              |      |     |      |     |         |      |            |     |
| April     |               |            |            |              |      |     |      |     |         |      |            |     |
| May       |               |            |            |              |      |     |      |     |         |      |            |     |
| June      |               |            |            |              |      |     |      |     |         |      |            |     |
| July      |               |            |            |              |      |     |      |     |         |      |            |     |
| August    |               |            |            |              |      |     |      |     |         |      |            |     |
| September |               |            |            |              |      |     |      |     |         |      |            |     |
| October   |               |            |            |              |      |     |      |     |         |      |            |     |
| November  |               |            |            |              |      |     |      |     |         |      |            |     |
| December  |               |            |            |              |      |     |      |     |         |      |            |     |

**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     |               |            |            |              |              |           |              |           |            |           |         |           |
| April     |               |            |            |              |              |           |              |           |            |           |         |           |
| May       |               |            |            |              |              |           |              |           |            |           |         |           |
| June      |               |            |            |              |              |           |              |           |            |           |         |           |
| July      |               |            |            |              |              |           |              |           |            |           |         |           |
| August    |               |            |            |              |              |           |              |           |            |           |         |           |
| September |               |            |            |              |              |           |              |           |            |           |         |           |
| October   |               |            |            |              |              |           |              |           |            |           |         |           |
| November  |               |            |            |              |              |           |              |           |            |           |         |           |
| December  |               |            |            |              |              |           |              |           |            |           |         |           |

**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     |                    |                    |                    |                    |                       |                       |
| 04/30/23     |                    |                    |                    |                    |                       |                       |
| 05/31/23     |                    |                    |                    |                    |                       |                       |
| 06/30/23     |                    |                    |                    |                    |                       |                       |
| 07/31/23     |                    |                    |                    |                    |                       |                       |
| 08/31/23     |                    |                    |                    |                    |                       |                       |
| 09/30/23     |                    |                    |                    |                    |                       |                       |
| 10/31/23     |                    |                    |                    |                    |                       |                       |
| 11/30/23     |                    |                    |                    |                    |                       |                       |
| 12/31/23     |                    |                    |                    |                    |                       |                       |

RESOLUTION #2023-3  
TRANSFER OF FUNDS

BE IT RESOLVED BY THE WESTVILLE TOWN COUNCIL THAT THE  
FOLLOWING FUNDS BE TRANSFERRED:

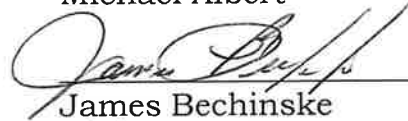
Transfer Two Thousand Dollars (\$2,000.00) from Appropriation #2401001313  
(Other Fees and Services) ARP FUND to Appropriation #1101002313 (Other  
Fees and Services) GEN FUND (C)

PASSED AND ADOPTED THIS 14<sup>th</sup> DAY OF March 2023.

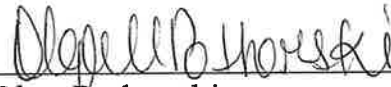
WESTVILLE TOWN COUNCIL



Michael Albert



James Bechinske



Olga Pothorski



Deborah Kelly



Nathan Burnett

ATTEST:



Lori Mercer Clerk-Treasurer

**TOWN OF WESTVILLE, LAPORTE COUNTY, INDIANA**

**ORDINANCE NO. 2023-3**

**A ORDINANCE OF THE TOWN OF WESTVILLE, LAPORTE COUNTY, INDIANA RE-ESTABLISHING THE TOWN CUMULATIVE CAPITAL DEVELOPMENT FUND PURSUANT TO THE PROVISIONS OF I.C. 36-9-15.5 AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Westville, LaPorte County, Indiana, (HEREINAFTER, the "Town Council"), has been informed and advised that the provisions of I.C. 36-9-15.5 permit the Town Council, as Legislative Body of the Town of Westville, to establish and continue a Cumulative Capital Development Fund (hereinafter "Cumulative Cap Dev Fund") for the Town; and

**WHEREAS**, the Town Council has previously established a Cumulative Cap Dev Fund for the Town, and agrees that such a fund is necessary and prudent for the financial well-being of the Town for the purposes permitted by applicable Statute, namely, the provisions of I.C. 36-9-15.5, as amended; and

**WHEREAS**, the Town Council, being duly advised, concurs and agrees that a need continues to exist for a Cumulative Cap Dev Fund for the Town, and that re-establishment and continuation of same for the purpose permitted pursuant to the provisions of I.C. 36-9-15.5 is necessary and advisable; and

**WHEREAS**, the Town Council is further advised that pursuant to the provisions of I.C. 36-9-15.5, the proposed rate for the Cumulative Cap Dev Fund will not exceed \$0.0500 on each \$100.00 of assessed valuation, and that said tax rate will be levied beginning with taxes for Y2023, payable Y2024; and

**WHEREAS**, the Town of Council, being duly advised, and having considered the benefits and necessity of re-establishment and continuation of a Cumulative Cap Dev Fund for the purpose set forth by the provisions of I.C. 36-9-15.5, now concurs and agrees that it is advisable, necessary, and in the best interests of the residents and taxpayers of the Town of Westville that a Cumulative Cap Dev Fund be re-established and continued as provided by the applicable provisions of I.C. 36-9-15.5, as amended from time to time.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTVILLE, LAPORTE COUNTY, INDIANA, AS FOLLOWS:**

**SECTION ONE:** That there is hereby re-established and continued a Cumulative Capital Development Fund, or Cumulative Cap Dev Fund, as permitted by the provisions of I.C. 36-9-15.5, as amended. The re-established and continued Cumulative Capital Development Fund proposed rate will not exceed \$0.0500 on each \$100.00 of assessed valuation. Further, that said tax rate will be levied beginning with taxes for Y2023 payable Y2024.

**SECTION TWO:** That the Town Clerk-Treasurer or her designee, are hereby authorized and directed, on behalf of the Town, to publish Notice of Adoption of the Cumulative Capital Development Re-Establishment Ordinance in conformance with applicable law, as well as to take any and all other actions required to effectuate the Ordinance and its provisions. These actions shall include, but not necessarily be limited to, submission of the adopted Ordinance to the Indiana Department of Local Government Finance, proof of publication of the Notice of Public Hearing hereon, as well as Notice of Adoption of same, each by no later than May 31, 2023. Further, the Town Clerk-Treasurer, or designee, are authorized and directed to file the Certificate of No Remonstrance from the LaPorte County Auditor, upon receipt, with same to be filed with the Indiana Department of Local Government Finance upon termination of the remonstrance period for any objections to be filed to the adopted Ordinance herein. This filing shall take place at the earliest opportunity at the termination of the remonstrance period.

**SECTION THREE:** That all Ordinance and Town Code Sections, or parts thereof, in conflict with the provisions of this Cumulative Capital Development Fund Establishment Ordinance are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION FOUR:** That if any section, clause, provision or portion of this enabling Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, or provision or portion of this Ordinance.

**SECTION FIVE:** That this Ordinance shall take effect, and be in full force and effect, from and after passage and adoption by the Town Council in Conformance with applicable law, and compliance with all required statutory procedures.

ALL OF WHICH IS PASSED AND ADOPTED THIS 14<sup>th</sup> DAY OF March,  
2023, BY THE TOWN COUNCIL OF THE TOWN OF WESTVILLE, LAPORTE COUNTY,  
INDIANA.

TOWN OF WESTVILLE, LAPORTE COUNTY, INDIANA  
BY ITS TOWN COUNCIL:



Michael Albert, Board President




James Bechinske, Vice President



Deborah Kelly, Council Member



Olga Pecanac, Council Member



Nate Burnett, Council Member

ATTEST:



Lori Mercer, Clerk-Treasurer



**LEGAL NOTICE**

The Westville Town Council will meet in a special meeting at 2:30 PM (local time) on March 21, 2023. The special meeting will be held at Town of Westville Community Room located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

***This notice is not for legal publication  
but just for notification purposes.***

WESTVILLE TOWN COUNCIL  
MARCH 21, 2023  
SPECIAL MEETING  
100 SETSER DRIVE  
2:30 P.M.

AGENDA

RIETH RILEY COMMUNITY CROSSINGS GRANT PROJECT

MCO CONTRACT FOR STATE OF INDIANA WATER PROJECT

NEW PICNIC TABLES AT PRAIRIE MEADOW PARK

# WESTVILLE TOWN COUNCIL

MARCH 21, 2023  
MINUTES OF MEETING

The special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 2:30 p.m. Present: Michael Albert, James Bechinske, Olga Pothorski, Lori Mercer, Clerk-Treasurer.

Absent: Deborah Kelly, Nate Burnett, Doug Biege, Town Attorney

Michael Albert opened the meeting at 2:35 pm. Michael Albert stated the Rieth Riley contract needed to be re-signed due to a line being omitted which changed the amount of the contract. The new amount is \$277,071.75. James Bechinske made a motion to accept the new contractual amount with Rieth Riley for the Community Crossings Grant project. Michael Albert, second. Roll Call: Bechinske, yes; Pothorski, yes; Albert, yes.

Michael Albert also reported that the State of Indiana has approved the \$85,000.00 for the preliminary engineering report and the model system for the water project at WCC. Michael Albert made a motion to enter into agreement with McMahon Assoc. in the amount of \$85,000.00 for the WCC water project. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Albert, yes.

Clerk-Treasurer Mercer stated that Tri-Kappa would like to know if the Town would split the cost of new metal picnic tables at Prairie Meadow Park (PMP). The cost of the tables is \$7,207.93 each and the Town would buy 6 tables and Tri-Kappa would buy 6 tables and the Town's portion can be taken from the ARP money. Michael Albert made a motion to purchase 6 picnic tables in the amount of \$7,207.93 using ARP money. Olga Pothorski, second. Roll Call: Bechinske, yes; Pothorski, yes; Albert, yes.

Michael Albert made a motion to adjourn at 2:39 pm. James Bechinske, second. Motion carried.

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

Lori Mercer  
Mr. Albert

OP

Town of Westville  
100 Setser Drive  
Westville, IN 46391

Date: March 21, 2023

McM. No. \_\_\_\_\_

**PROJECT DESCRIPTION:**

DWSRF Preliminary Engineering Report  
Town of Westville – Westville Correctional Center Drinking Water Connection

**SCOPE OF SERVICES:**

McMAHON Associates, Inc. agrees to provide the following Scope of Services for this project:

1. In coordination with the Town's financial and legal consultants, prepare application to the Indiana Finance Authority's Drinking Water State Revolving Loan Fund Program ready for signature by the Town of Westville.
2. Submit the completed / executed application to the Program for inclusion on the IFA's Project Priority List.
3. Prepare a Preliminary Engineering Report (PER) in accordance with the Drinking Water SRF requirements and guidelines. The basis of the PER shall indicate the necessary improvements to provide drinking water service to the Westville Correctional Center. The scope of the project has been conceptually developed previously in concert with the Town and WCC staff and consultants.
4. Upon completion of the PER, hold a public hearing as required by the Program, and make submittal to the DWSRF upon acceptance of the PER by the Town of Westville.

**SPECIAL TERMS:** (Refer Also To General Terms & Conditions - Attached)

The Owner 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 the McMAHON Associates, Inc. Group of Companies.

**COMPENSATION:** (Does Not Include Permit Or Approval Fees)

McMAHON Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
- Lump Sum:
- Other: Time and Expense with an estimated budget of \$55,000.00

**COMPLETION SCHEDULE:**

McMAHON Associates, Inc. agrees to complete this project as follows:

- Initial draft of PER ready within approximately seventy-five (75) calendar days.

**ACCEPTANCE:**

The General Terms & Conditions and the Scope of Services (Defined in the Above Agreement) are accepted, and McMAHON Associates, Inc. is hereby authorized to proceed with the Services.

This Agreement Confirms Our Written Proposal, Dated: \_\_\_\_\_

This Agreement Confirms Our Verbal Estimate Given On: \_\_\_\_\_

*The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.*

**OWNER: Town of Westville**

By: Michael Allen  
(Authorized Signature)

Title: CONCORD PRESIDENT

Date: 3/22/23

**McMAHON Associates, Inc.**

**Valparaiso, Indiana**

By: John M. Sturgill

Title: Vice President/General Manager

Date: March 21, 2023

Phone Number: 219-785-2123

E-mail Address: lori.mercer@westville.us

952 SOUTH STATE ROAD 2 ▪ VALPARAISO, IN 46385 ▪ PH. 219-462-7743 ▪ FX. 219-464-8248 ▪ WWW.MCMGRP.COM



# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
  2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. 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. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
  3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
  4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for 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, 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.
  5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be notified to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
  6. 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               |
- the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
  8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
  9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner 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 documents or AutoCAD representations by the Owner or by others acting through the Owner.
  10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner'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 Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
  11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner 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.
  12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
  13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise 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.
  14. The Owner 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 by the Owner. 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 Owner. McMAHON shall have no responsibility for such issues or resulting damages.



## FEE SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

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

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| LABOR CLASSIFICATION                  | HOURLY RATE         |
|---------------------------------------|---------------------|
| Principal                             | \$196.00            |
| Senior Project Manager                | \$196.00            |
| Project Manager                       | \$139.00 - \$182.00 |
| Senior Engineer                       | \$173.00 - \$186.00 |
| Engineer                              | \$93.00 - \$164.00  |
| Senior Engineering Technician         | \$127.00 - \$140.00 |
| Engineering Technician                | \$80.00 - \$116.00  |
| Senior Architect                      | \$166.00 - \$186.00 |
| Architect                             | \$130.00 - \$155.00 |
| Senior Land Surveyor                  | \$124.00 - \$163.00 |
| Senior Public Management Specialist   | \$155.00            |
| Public Management Specialist          | \$127.00            |
| Senior Public Safety Specialist       | \$155.00            |
| Public Safety Specialist              | \$127.00            |
| Building Inspector Specialist         | \$125.00            |
| Land Surveyor                         | \$116.00            |
| K-12 Administrative Specialist        | \$118.00            |
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| Surveyor Apprentice                   | \$66.00             |
| Erosion Control Technician            | \$88.00             |
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| Senior Ecologist                      | \$187.00            |
| Environmental Scientist               | \$95.00 - \$107.00  |
| Senior G.I.S. Analyst                 | \$159.00            |
| G.I.S. Analyst                        | \$88.00 - \$108.00  |
| Wetland Delineator                    | \$108.00            |
| Senior Designer                       | \$136.00            |
| Designer                              | \$87.00 - \$117.00  |
| Senior On-Site Project Representative | \$117.00            |
| On-Site Project Representative        | \$53.00 - \$98.00   |
| State Plan Reviewer                   | \$139.00            |
| Certified Grant Specialist            | \$141.00            |
| Graphic Designer                      | \$104.00            |
| Senior Administrative Assistant       | \$90.00 - \$101.00  |
| Administrative Assistant              | \$80.00             |
| Intern                                | \$42.00 - \$65.00   |
| Professional Witness Services         | \$357.00            |



## REIMBURSABLE EXPENSES SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

| DESCRIPTION   | RATE         |
|---|--------------|
| <b>REIMBURSABLE EXPENSES:</b>                       |              |
| 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   |
| <b>REIMBURSABLE UNITS:</b>                          |              |
| Photocopy Charges - Black & White                   | \$0.08/Image |
| Photocopy Charges - Color / 8½" x 11"               | \$0.45/Image |
| Photocopy 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                                 | \$60.00/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"                                  | \$3.25/Each  |
| Survey Rebars - 5/8"                                | \$2.75/Each  |
| Survey Iron Pipe - 1"                               | \$3.50/Each  |
| Survey Steel Fence Post - 1"                        | \$5.00/Each  |
| Control Spikes                                      | \$1.75/Each  |

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Town of Westville  
100 Setser Drive  
Westville, IN 46391

Date: March 21, 2023

McM. No. \_\_\_\_\_

**PROJECT DESCRIPTION:**

Water Distribution System Model Development  
Town of Westville – Westville Correctional Center Drinking Water Connection

**SCOPE OF SERVICES:**

McMAHON Associates, Inc. agrees to provide the following Scope of Services for this project:

1. Coordinate with Town / MCO staff to delineate pressure / flow test locations in the existing water system as a precursor to developing the water system model.
2. Compile data from pressure / flow tests and begin model build utilizing existing GIS mapping of the Town water system.
3. Review the initial model build with MCO and Town to determine if there are inaccuracies in the water system mapping. Coordinate with MCO to correct these inaccuracies as best as reasonably possible ahead of modeling proposed piping networks and extension to WCC.
4. Finalize water system model showing recommendations for improvements to the existing distribution system necessary to deliver water and meet the demands of the WCC Facility. This data will be utilized in the final development of the Preliminary Engineering Report and used as the basis of design for the distribution system improvements segment of the WCC Water System project.

**SPECIAL TERMS:** (Refer Also To General Terms & Conditions - Attached)

The Owner 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 the McMAHON Associates, Inc. Group of Companies.

**COMPENSATION:** (Does Not Include Permit Or Approval Fees)

McMAHON Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
- Lump Sum:
- Other: Time and Expense with an estimated budget of \$30,000.00

**COMPLETION SCHEDULE:**

McMAHON Associates, Inc. agrees to complete this project as follows:

- Initial model ready for use / review within approximately forty-five (45) calendar days after completion of flow and pressure testing by Town.

**ACCEPTANCE:**

The General Terms & Conditions and the Scope of Services (Defined in the Above Agreement) are accepted, and McMAHON Associates, Inc. is hereby authorized to proceed with the Services.

- This Agreement Confirms Our Written Proposal, Dated: \_\_\_\_\_
- This Agreement Confirms Our Verbal Estimate Given On: \_\_\_\_\_

*The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.*

**OWNER: Town of Westville**

By: Michael Alant  
(Authorized Signature)  
Title: COUNCIL PRESIDENT  
Date: 3/22/23

**McMAHON Associates, Inc.**

Valparaiso, Indiana  
By: John M. Sturgill  
Title: Vice President/General Manager  
Date: March 21, 2023

Phone Number: 219-785-2123

E-mail Address: lori.mercer@westville.us

952 SOUTH STATE ROAD 2 ▪ VALPARAISO, IN 46385 ▪ PH. 219-462-7743 ▪ FX. 219-464-8248 ▪ WWW.MCMGRP.COM



# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

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## FEE SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

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## REIMBURSABLE EXPENSES SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

| DESCRIPTION   | RATE         |
|---|--------------|
| <b>REIMBURSABLE EXPENSES:</b>                       |              |
| 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   |
| <b>REIMBURSABLE UNITS:</b>                          |              |
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| Mileage - Truck/Van                                 | \$1.05/Mile  |
| All-Terrain Vehicle                                 | \$60.00/Day  |
| Global Positioning System (GPS)                     | \$21.00/Hour |
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| 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"                                  | \$3.25/Each  |
| Survey Rebars - 5/8"                                | \$2.75/Each  |
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## CONTRACT

This Contract made this 21<sup>ST</sup> day of March, 2023, by and between the, Town of Westville, Indiana, by and through its Town Council, hereinafter called "Owner", and Rieth Riley Construction Co Inc. hereinafter called "Contractor."

WITNESSED: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and fully complete the "2023 Street Resurfacing/Improvement Project."
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Project Documents and will complete the Contract work in accordance with the Schedule presented in his Bid, unless the period for completion is extended by the Owner. Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of \$500.00 for each consecutive calendar day of delay in completing the Contract work after expiration of the time herein specified for its completion including any approved extensions of time because of unavoidable delay.
4. The Contractor agrees to perform all of the Work described in the Project Documents and to comply with the terms therein for the sum of two hundred seventy-seven thousand seventy-one + 75/100 - as shown in the Bid dated March 3, 2023.
5. The term "Project Documents" means and includes the following:
  - Invitation to Bid
  - Bid
  - General Bid for Public Work Form 96 including Non-Collusion
  - Affidavit of Compliance with Indiana Immigration Law and Certification of Not Being Engaged in Investment Activities in Iran
  - Notice of Award
  - Contract
  - Notice to Proceed
  - Bonds and Insurance
  - Town of Westville Responsible Bidder Ordinance
  - Performance Bond
  - Labor and Materials Bond
  - Guarantees
  - Insurance
  - Addenda
  - Additional Articles
  - Project Manual including the Specifications
  - Plans

ATTEST:

Lori Mercer  
(Signature)

Lori Mercer  
(Printed or Typed Name)

Clerk - Treasurer  
(Title)

If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

State of IN)

)  
County of LaPorte)

Before me the undersigned, a Notary public for LaPorte County, State of Indiana, Stacey L Wescher personally appeared and acknowledged the execution of the foregoing instrument this 21<sup>st</sup> day of March, 2023.



(SEAL)

(Signature) [Handwritten Signature]  
Notary Public

Stacey L Wescher  
(Printed or Typed Name)

My Commission Expires: Jan 24, 2029

End of Section

Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

Any and all other documents or papers included or referred to in the foregoing documents.

6. The Owner will pay the Contractor in the manner and at such times and in such amounts as required by the Project Documents.

7. In case any action at law or suit in equity is brought against the Owner or any officer or agent thereof, including the Engineer, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the Contractor or his subcontractors, workmen, or suppliers or machinery and parts thereof, equipment, power, tools, and supplies incurred in the fulfillment of the Contract, the Contractor shall defend, indemnify and save harmless the Owner, and officers and agents of the Owner, including the Engineer, or and from all losses, damages, costs, including attorney fees, expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.

8. The Contractor (if a Corporation) hereby certifies that it is a

Corporation chartered under the laws of the State of Indiana, or

A foreign Corporation registered to do business in the State of Indiana.

(The contractor shall check the applicable box.)

9. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign, sublet or transfer the contract in whole or in part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder without the prior written consent of Owner, and any attempted assignment hereunder without the previous written consent of Owner shall be void.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives, this Contract, in Three (3) copies each of which shall be deemed an original, on the date first above written.



OWNER:

Westville Town Council  
Town of Westville, Indiana

By   
(Signature)

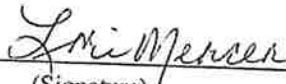
Michael Albert

(Printed or Typed Name)

Town Council President  
(Title)

(SEAL)

ATTEST:

  
(Signature)

Loni Mercer  
(Printed or Typed Name)

Clerk-Treasurer  
(Title)

CONTRACTOR:

Rieth-Riley Co. Inc

By   
(Signature of Authorized Representative)

Carlos Delgado  
(Printed or Type Name of Authorized Representative)

Estimator  
(Title)

(SEAL)

Special Offers  
 Total Cost - 14040.00 (8)  
 Ship 315.85  
 1445.85  
 17,207.93

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|------------|--------------|-------------------|--------------|-------------------|-------|---|
| H-10003BLU | 8' Rectangle | 96 x 61 x 31"     | 170          | 1      3+         | Blue  | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
|            |              |                   |              | \$1,220   \$1,170 |       | <input type="button" value="ADD"/>  |

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