

WESTVILLE TOWN COUNCIL  
DECEMBER 14, 2021  
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

FINANCE  
CONSULTING CONTRACT  
ATTORNEY CONTRACT

MISCELLANEOUS  
WVFD ACTIVITY REPORT

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

# WESTVILLE TOWN COUNCIL

DECEMBER 14, 2021  
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, Regina Ruddell, James Bechinske, Olga Pothorski, Deborah Kelly, Lori Mercer; Clerk-Treasurer, Town Attorney, Doug Biege.

Olga Pothorski entered the meeting after the body camera discussion.

A motion was made by James Bechinske to approve minutes of the November, 2021 meeting. Regina Ruddell, second. Roll Call: Ruddell, yes; Bechinske, yes; Kelly, yes; Albert, yes.

A motion was made by James Bechinske to approve claims for the month of November, 2021. Regina Ruddell, second. Roll Call: Ruddell, yes; Bechinske, yes; Kelly, yes; Albert, yes.

## **UTILITIES**

Michael Albert gave a brief summary of the MCO report for the month of November. It is attached.

## **STREETS**

There was nothing to report in Streets.

## **PARKS**

There was nothing to report in Parks.

Michael Albert reported that the Clerk's Office purchased a decoration to donate to the WVFD Auxiliary for the lighting display at Prairie Meadow Park.

## **POLICE DEPARTMENT**

Marshal Hynek reported monthly stats.

Marshal Hynek reported that the officers will continue with classes from Shadowhouse for 2022.

Marshal Hynek advised the council that he will need to sign the commitment contract for the new body cameras by December 30, 2021 as the cost will go up after that. Michael Albert stated that Watch Guard was purchased by Motorola and he believes that their website is up and running now and was concerned about using the ARP money for this. Marshal Hynek stated he was not happy with Motorola's customer service. He believes that Axon is the best bang for our buck as it is all cloud based and the cameras are the Town's forever. Marshal Hynek stated that the quote he was given pays for everything all in full. He also stated that it is a five (5) year service contract and after 2 ½ years they will get upgraded ones, but after that we can still maintain them and have everything.

DP

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

Clerk-Treasurer Mercer asked if the Town owns the storage after five (5) years and Marshal Hynek stated that we do and that we will always have access to it and we will pay a service fee at that point, but we won't have to buy new cameras. He also stated that it will not cost the Town to access the storage. He stated that we may not be able to record new after 5 years, but we will have to address that at that time. Marshal Hynek stated that he felt Motorola is a subpar product and Axon is tried and true and he believes that it is a good product. He also stated that he has no problem going for more grants once the five (5) year contract has expired, if need be.

Regina Ruddell made a motion to allow Marshal Hynek to sign the contract with Axon to purchase body cameras. James Bechinske, second. Roll Call: Ruddell, yes; Pothorski, abstained; Bechinske, yes; Kelly, yes; Albert, yes.

Marshal Hynek reported that Deputy Cashman is doing well and will be released shortly and once he is released, the Town will have 24-hour coverage.

## **FINANCE**

Michael Albert stated that the contract between the Town and John Schaefer, the Town's Financial Consultant, is up for renewal. The contractual amount is \$140.00 per hour, which is the same as this year. Michael Albert made a motion to enter into contract with John Schaefer. Regina Ruddell, second. Roll Call: Ruddell, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert stated the Town Attorney's contract is expiring at the end of the year and it needs to be renewed. The contractual amount is \$29,000.00 for the year. Michael Albert made a motion to enter into contract with Doug Beige. Regina Ruddell, second. Roll Call: Ruddell, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

## **MISCELLANEOUS**

The WVFD reported its activity report; it is attached. Dave Funkhouser reported the yearly elections were held in November and those positions are listed on the report. He also stated that it will be June before they get the new truck.

Dave stated they have one truck out being repaired and another truck that needs the transmission repaired. James Bechinske asked what happened with the truck that had frame issues. Dave stated the bottom of the old Peterbilt tanker rusted off and they received scrap value for that. Michael Albert asked what their trade-in value is for that and Dave stated it was \$5,000.00. He stated scrap value is \$2,500.00.

## **CITIZENS COMMENTS**

A resident who lives at 812 Carla Ann Drive was in attendance and asked what voting ward he lives in. He stated that the county went through the legal description with him and they advised him to ask the Town Council. Michael Albert stated he would help him with that after the meeting. This resident asked if Westville has a caucus or a primary election. Michael Albert stated that it's usually a caucus, but he would have to check with the county about that.

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

Michael Albert made a motion to appoint Deborah Kelly to the vacancy on the Plan Commission that was vacated by Tom Fath. Regina Ruddell, second. Roll Call: Ruddell, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

James Bechinske nominated Regina Ruddell to fill the Vice-President position on the Town Council. Michael Albert, second. Roll Call: Ruddell, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

A motion to adjourn was made by Michael Albert at 7:23 PM. James Bechinske, second Motion carried.

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

  
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**Town of Westville**  
**November 2021 Monthly Report of Operations**  
**Prepared By: Nathan Howell**  
**December 14, 2021**

**Water**

1. GIS –Adam has the notebook operational and has completed the verification of Water Tower Place.
2. The small tower demolition has been postponed until spring due to the weather. We had ME Simpson on site to locate the service for the Methodist Church. At this time, we still do not know where it is. We will be looking at possibly eliminating the tee to the tower altogether but that will require the road to be cut. We are still waiting for any prints from the hut installation.
3. It appears the roundabout will begin construction in spring.
4. We are compiling a list of all the backflow preventers in the Town and will need to start tracking them and making sure they are tested annually. This is required by IDEM. The Use Ordinance may need to be modified to reflect this.

**Wastewater**

1. The Nash Finch Lift Station still needs a flow meter installed. We have had Bowen on site to look at it and determine a price to do the work. We will also have them install a concrete slab to install a generator. We think we may have a solution for the flow meter installation. We believe we can install it on the force main entering the manhole. If we can do this, we will save thousands of dollars.
2. We had a power outage at the Coulter Road lift station. One leg was down which caused the Mission unit to malfunction. We found the wetwell nearly full. Luckily Accu-Dig was on site, and we had them suck some of the sewage from the station and haul it to the plant. NIPSCO was on site quickly and got power restored. The problem was underground which was likely due to the recent directional boring.
3. The Westville Estates pump station is deteriorating rapidly. We have spoken with McMahan and Superior Pumping to renovate the station. We are considering installing the used system from the old WWTP.
4. We continue to spend much of our time on the DOC renovation project. We will need to adjust our treatment strategies due to the construction phase. The solids' handling building has been turned over to Bowen. We will not be bagging anymore sludge. Hopefully, the digester will hold the solids until the new press is operational. If not, we will need to have Johnson's Johns on site to haul the sludge off for disposal.
5. We were told by G.E. Marshal that they will not be able to repair the broken casting on the manhole on US 421 north of McDonald's. Another cover is now loose, which will need to be corrected. We have discussed this with Bowen.

## Town of Westville - Operational Summary for the Wastewater Treatment Plant

### Influent

2021	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	5,781,500	227,000	165,000	186,500	143	230	282	447	29.6	46.1	5.6	8.7
February	5,650,400	248,800	177,600	201,800	145	249	296	506	24.9	42	5.1	8.6
March	5,992,300	255,700	160,000	193,300	159	262	327	524	24.8	39.9	5.7	9.2
April	5,708,400	259,100	163,100	190,280	171	285	313	519	28.1	44.6	5.4	8.6
May	6,342,600	362,000	163,700	204,600	152	260	301	512	27.9	47.7	5.1	8.7
June	5,790,000	301,600	160,600	192,800	217	329	829	1255	31.5	50.7	7	11.3
July	5,821,800	260,000	130,700	187,800	160	256	256	271	30.8	48.3	5.3	8.3
August	6,283,700	311,800	169,300	202,700	136	239	282	511	26.9	45.3	5.5	9.3
September	5,490,000	246,900	156,100	193,200	173	279	321	522	31.5	50.7	5.7	9.2
October	6,200,000	200,000	166,300	375,200	226	368	308	508	28.8	48.1	5.6	9.3
November	5,571,000	255,000	159,800	185,700	150	245	350	550	29.8	46.8	5.9	9.2
December												

### Effluent

2021	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	5,560,000	221,000	158,000	174,900	2.5	98.2	3.8	98.1	.2	97.2	.16	99.5
February	5,406,400	230,500	170,000	193,100	3	97.8	6.5	97.8	.2	96.1	.34	98.6
March	5,753,700	249,800	157,900	185,600	3.1	98	7.5	97.7	.3	94.6	.08	99.7
April	5,485,500	251,900	154,900	182,850	2.3	98.7	5.3	98.3	.6	88.6	.05	99.8
May	6,088,400	196,400	154,200	196,400	2.5	98.3	5.3	98.2	.6	88.7	.04	99.8
June	5,629,800	298,400	150,600	187,700	2.9	98.7	5.9	99.3	.5	92.4	.07	99.8
July	5,461,900	249,500	157,100	182,100	2.1	98.7	3.9	98.6	.4	91.8	.03	99.9
August	5,891,000	310,500	157,100	192,900	2.2	98.4	3.9	98.6	.4	93.1	.05	99.8
September	5,490,900	246,900	156,100	183,000	2.6	98.5	4.4	98.5	.4	93.2	.09	99.7
October	4,123,200	372,300	156,400	191,400	2.1	99.1	4	98.7	.3	95	.08	99.7
November	5,133,800	244,800	150,500	177,000	2.6	98.3	4	98.6	.2	97.2	.06	97.2
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.)
01/31/21	3,642,000	159,500	0	117,300	56.3	41
02/28/21	4,212,900	397,600	53,500	150,500	62	46
03/31/21	5,196,600	255,700	110,700	167,000	75.9	59
04/30/21	5,080,800	263,300	79,100	168,100	75.4	44
05/31/21	5,299,200	261,000	83,400	172,500	83.9	39
06/30/21	4,582,600	250,000	77,800	151,200	67.8	54
07/31/21	4,541,900	244,700	65,000	145,300	63.8	53
08/31/21	4,912,160	219,500	73,700	158,200	75.8	59
09/30/21	4,539,200	250,200	71,300	151,500	78.8	54
10/31/21	4,123,200	225,900	45,400	135,200	70.8	41
11/30/21	3,995,100	206,800	19,500	132,600	66	47
12/31/21						

EMPLOYMENT CONTRACT

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2022, by and between the WESTVILLE TOWN COUNCIL, (hereinafter referred to as the "Council"), and ATTORNEY DOUGLAS L. BIEGE OF DRAYTON, BIEGE, SIRUGO & ELLIOTT, LLC, (hereinafter referred to as the "Attorney").

W I T N E S S E T H:

The Town of Westville, in consideration of the mutual promises and agreements herein contained, hereby retains and employs the services of Attorney Douglas L. Biege, and said Attorney hereby agrees to work for and provide legal services to said Council and the Town of Westville under the following terms and conditions:

NATURE OF SERVICES

1. The Attorney shall prepare for and attend the regularly scheduled monthly meetings of the Council on the date established by the Council; the Attorney shall also attend any and all special meetings as from time to time may be called by the Council.
2. The Attorney shall provide legal services, counsel consultation, and advice for the Council and its staff on legal matters which from time to time develop during then-going, daily, and ordinary course of business as conducted by the Council.
3. It is contemplated by the parties to this Agreement that there will be, on occasion, a necessity for the Attorney to provide legal services,

advice, consultation, and opinions with regard to extraordinary matters confronted by the Council or other bodies within the Town. It is further contemplated by the parties to this Agreement that these extraordinary matters will be individually identified and specifically assigned to the Attorney by the Council, except as specifically referenced herein

4. It is further contemplated by the parties to this Agreement that the Attorney shall represent the Council in any and all matters requiring court appearances or representation of the Council before administrative boards and agencies.

#### TENURE OF EMPLOYMENT

1. The Attorney shall commence work hereunder on the 1st day of January, 2022, and such employment shall continue to the 31st day of December 2022, unless terminated or extended pursuant to the remaining provisions of this Section.
2. In the event the parties to this Contract shall agree that their association with one another is mutually unsatisfactory, then both the Council and the Attorney shall be given thirty (30) days' notice of the mutual desire to terminate this Employment Agreement.
3. The Council may terminate this Contract at any time for cause and, in such event, the Council shall give the Attorney thirty (30) days notice of such termination.



4. In the event of the death or incapacity of the Attorney, this Contract shall terminate. In the case of disability of the Attorney by illness or accident for more than three (3) months, the Council may terminate this Contract without notice.
5. This Contract may be extended on a yearly basis and under such terms and conditions as the Council and the Attorney may from time to time agree upon.

#### COMPENSATION AND BENEFITS OF EMPLOYMENT

1. As compensation for the Attorney's:
  - (a) Preparation for and attendance at the Council's regular monthly meeting, as well as any special meetings duly called by the Council; and
  - (b) Providing of legal services, counsel, consultation, and advice for the Council and its staff on legal matters which from time to time develop during the ongoing, daily, and ordinary course of business as conducted by the Council; the Council agrees to retain the services of the Attorney at the rate of Twenty-Nine Thousand Dollars (\$29,000.00) for the term of this Agreement.
  - (c) Any compensation paid pursuant to this agreement shall be made payable to Drayton, Biege, Sirugo & Elliott, LLP.
2. As compensation for the Attorney's providing of legal services with

regard to those matters classified by the Council as extraordinary, including services rendered to the Plan Commission and Board of Zoning Appeals, as well as court appearances and representation of the Council before administrative boards and agencies, the Council agrees to pay the Attorney at the rate of One Hundred Fifty Dollars (\$150.00) per hour. It is contemplated by the parties to this Agreement that the attorney will keep accurate time records with regard to those matters for which he is to be compensated on an hourly basis, and will submit to the Council itemized statements to that effect.

3. It is specifically agreed between the Council and Attorney that this Contract shall not control Attorney's fees charged for representation in connection with bond issues or like matters including legal work relating to municipal improvement projects and fees in connection with such matters that may be defined in separate agreements between the parties.
4. It is specifically agreed between the Council and Attorney that Attorney may assign certain tasks contemplated by this Agreement to lawyers associated with Attorney which assignments shall be under the supervision of Attorney.
5. The Council and the Attorney further agree that the Attorney is being retained under the provisions of this Contract as an independent contractor and that no employer/ employee relationship has been created

by this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals  
this 15 day of January, 2022.

WESTVILLE TOWN COUNCIL

  
\_\_\_\_\_  
Michael Albert, President

DRAYTON, BIEGE, SIRUGO & ELLIOTT, LLC

  
\_\_\_\_\_  
Douglas L. Biege, Partner/Member

ATTEST:   
\_\_\_\_\_  
Lori Mercer  
Clerk-Treasurer

## CONSULTING CONTRACT

This Agreement, entered into this 14<sup>th</sup> day of December, 2021, effective from January 1, 2022 to December 31, 2022, by and between **John J. Schaefer, CPA** (hereinafter called "**Consultant**"), and the **Town of Westville** (hereinafter called "**Town**").

The parties hereto mutually agree as follows:

1. **Employment of Consultant.** The Town agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good and professional manner the services described below. The Consultant shall devote such hours as are necessary to perform the services described below. The Consultant shall exercise independent judgment to act in the best interest of the parties represented. The services are described as follows:
  - a. Assistance in the preparation of the 2023 annual Town budget;
  - b. General accounting and financial assistance;
  - c. Other services as agreed to by both parties.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The Town agrees to pay the Consultant at the rate of one hundred forty dollars (\$140) per hour plus reimbursement for any out-of-pocket expenses incurred. The Consultant shall provide invoices as work progresses. The Town shall pay such invoices in a timely manner.
5. **Changes.** The Town may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Town and the Consultant, shall be incorporated in a written amendment to this Agreement.
6. **Termination of Agreement for Cause.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner, the obligations under this agreement, the Town shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The Town agrees to compensate the Consultant for all work performed to the date of termination.
7. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
8. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in work shall be fully qualified to perform such services.

9. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:

- a. No person shall, on the grounds of race, creed, color, physical handicap, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- b. The principles of equal opportunity in employment and delivery of services are applicable and the Consultant commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion, and sex.
- c. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law, as applicable, are incorporated by reference as part of this agreement.
- d. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid the Consultant by this agreement.

10. **Miscellaneous Provisions.**

- a. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and violable portions; these portions shall be stricken and the remaining portions enforced.
- b. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Town.

11. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

TOWN OF WESTVILLE  
P.O. BOX 275  
WESTVILLE, IN 46391  
(219) 785-2123

JOHN J. SCHAEFER  
CERTIFIED PUBLIC ACCOUNTANT  
P.O. BOX 265  
MICHIGAN CITY, IN 46361  
(219) 809-7357

In witness whereof, the Town and the Consultant have executed this agreement as of the date first written above.

TOWN OF WESTVILLE:

CONSULTANT:

  
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Date: 12/14

Date: December 10, 2021

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# WVFD Activity Recap

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Location: Westville Town Hall Monthly Town Board Meeting

Date: 12-14-2021

Time: 19:00

## Agenda details:

- I. November 2021 Calls
  - A. Town Limits- 16
  - B. New Durham Twp- 23
  - C. Jackson Twp- 11
  - D. Mutual Aid- 0
  - E. Total-----50
- 32- medical incidents
- 2- MVA with injuries
- 2- MVA w/o injuries
- 7- Dispatched and disregarded
- 1- False alarm
- 1- Vehicle fire
- 2- Brush fires
- 3- Miscellaneous

## II. Happenings:

A. Yearly elections were held in November business meeting officers and board members are as follows

- a. President- Branden Cuma
- b. Vice President- Wes Coulter
- c. Secretary- Steve Williams
- d. Treasurer- Courtni Meyers
- e. Members at Large- John Jelinek and David Funkhouser
- f. Chief- Jason Zeman
- g. All remaining line officers will be selected by the Chief and take effect on January 1, 2021