

**LEGAL NOTICE**

The Westville Town Council will meet in a public hearing at 6:30 p.m. (local time) on Tuesday, June 13, 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.*

## NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of Town of Westville, La Porte County, Indiana, that the proper legal officers will consider the following additional appropriations in excess of the budget for the current year at their regular meeting place at 100 Setser Drive, Westville, Indiana, 6:30 o'clock p.m., on the 13th day of June, 2023.

### AMOUNT

Fund Name: 1101 GENERAL FUND

Major Budget Classification:

Personal Services	\$ <u>16,000.00</u>
TOTAL for GENERAL Fund	\$ <u><u>16,000.00</u></u>

Fund Name: 2401 PUBLIC SAFETY LOCAL  
INCOME TAX (PSLIT) FUND

Major Budget Classification:

Personal Services	\$ 43,267.00
Services and Charges	\$ <u>43,268.00</u>
TOTAL for PSLIT Fund:	\$ <u><u>86,535.00</u></u>

The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department).

Dated May 25, 2023

LORI MERCER, CLERK-TREASURER  
(Fiscal Officer)

WESTVILLE TOWN COUNCIL  
JUNE 13, 2023  
PUBLIC HEARING  
100 SETSER DRIVE  
6:30 P.M.

AGENDA

LIT PUBLIC SAFETY AND GEN FUND ADDITIONAL APPROPRIATION

**WESTVILLE TOWN COUNCIL**

JUNE 13, 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 for an additional appropriation which was properly posted and published. Michael Albert asked if there was any public comment. There was none. Michael Albert stated the additional appropriation is for \$16,000.00 from the General Fund and \$86,535.00 from the LIT Fund. He asked again if there was any public comment, there was none.

Michael Albert made a motion to close the public hearing at 6:31 PM. Deborah Kelly, second. All were in favor of closing the hearing.

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

  
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WESTVILLE TOWN COUNCIL  
JUNE 13, 2023  
REGULAR MEETING  
100 SETSER DRIVE  
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

RECOMMENDATION OF BOWEN ENG. FOR WATER PROJECT

INDOT UTILITY AGREEMENT

STREETS

DEPARTMENT HEAD REPORT

PARKS

NEXT LEVEL TRAIL

POLICE

DEPARTMENT HEAD REPORT

ORDINANCE 2023-4 AMENDING SALARY ORD. 2023-1

ORDINANCE 2023-5 LIT PUBLIC SAFETY

FINANCE

ADDITIONAL APPROPRIATION ORDINANCE 2023-6

MISCELLANEOUS

WVFD ACTIVITY REPORT

CITIZENS COMMENTS

VICKY DEPREY

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

# WESTVILLE TOWN COUNCIL

JUNE 13, 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.

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

A motion was made by Michael Albert to approve claims for the month of May, 2023. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, 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 gave a brief summary of the MCO report for the month of May in Nathan Howell's. It is attached.

Michael Albert stated the sewage project is being done as a guaranteed savings project and to get things ready for the possible water project with WCC, the committee met to decide which engineering company to choose for that project. The committee chose Bowen Engineering, who is familiar with our system. Michael Albert made a motion to enter into agreement with Bowen Engineering for the water extension project. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert also reported that the Town must enter into an agreement with INDOT for the round-a-bout project at Hwy 6 and 600 W because the Town has a forced sewer main at that location which must be relocated. This is the same situation when Hwy 421 was widened. The Town's portion of this will be \$43,565.00. Michael Albert made a motion to enter into this agreement with INDOT. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

### STREETS

James Bechinske reported the Town has received the Community Crossings Grant money and paving will begin soon.

### PARKS

Jeremy Sobecki from the LaPorte County Park Dept. and Eric Neagu was in attendance to discuss the possibility of connecting the trail from 400 S to Prairie Meadow Park and then potentially down to where the state housing is located. Jeremy stated that

W  
B  
NB  
DK

op

## **PARKS (CON'T)**

this can be done using a grant (Next Level Trail Grant), which is typically either an 80/20 match or 70/30 match and the Town could possibly use the value of the land that they own as part of their portion of this grant since the trail will be going through the Town's property. He also stated that there may be a possibility of getting donations from other organizations. The ultimate goal of this trail would be to go north to Michigan City and connect to the Singing Sands Trail. The grant opens on July 1<sup>st</sup> and is due by August 1<sup>st</sup> and Jeremy asked the Town for a commitment to look into the possibility of this grant project. Michael Albert asked if the value of the property the Town owns would be our share of this grant, which includes the right-of-way long North Street and Railroad Street and the railroad property. Jeremy stated that it could be depending on what it was valued at, but the Town would need to come up with 20-30% for this project, whether it be from the value of the land, or other organization donations or other funding. Jeremy gave the council information regarding this project.

Jamie Vales from the Birchfield Foundation was in attendance and asked the council if they would be opposed to having a pickleball court at Prairie Meadow Park. The council asked where it would be placed and Jamie stated that it may go where the old tennis court was. Clerk-Treasurer Mercer asked what the maintenance would be on that in the future and Jamie explained that it would be very similar to the basketball court and it would just need to be resealed from time to time. The council was in favor of this and asked them to get with Bubba to work out any details.

Jeremy and Erik asked the council if they would give a commitment to begin the grant process to see if this would qualify for the grant. Olga Pothorski made a motion for the Town to look into the Next Level Trail Grant project through the DNR. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Olga Pothorski made a motion to allow the Birchfield Foundation to proceed with the pickleball court project. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

## **POLICE DEPARTMENT**

Chief Corey McKinney reported the monthly stats.

Chief McKinney stated they are short one staff right now but have a couple of avenues they are looking at for that.

Michael Albert stated Ordinance 2023-4 is to change the rate of pay for part-time police from a set amount to a range. Michael Albert read Ordinance 2023-4 by title only. Michael Albert made a motion to approve Ordinance 2023-4 on the first reading. Nate Burnett, 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 2023-4. Nate Burnett, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert stated Ordinance 2023-5 is regarding the LIT Public Safety Fund which is to be used for public safety, police, or fire. This ordinance is to add to the current salaries of the Marshal, Chief Deputy, and patrol positions. The amount per pay for the Marshal position is \$252.77, Chief Deputy position is \$252.76 and First Class deputy is \$263.16. Also, 8% of that toward retirement as per town policy. Michael

**POLICE DEPARTMENT (CON'T)**

Albert stated this will be from now until December 31, 2024. The police won't be getting a raise in January of 2024 like the other employees will.

Michael Albert made a motion to approve Ordinance 2023-5 on the first reading. Deborah Kelly, second. Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes. Michael Albert made a motion to suspend the rules and adopt Ordinance 2023-5. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

**FINANCE**

Michael Albert read Ordinance 2023-6, Additional Appropriation Ordinance. This Ordinance is to appropriate funds that were not regularly budgeted for 2023. \$16,000.00 from the General Fund and \$86,535.00 from the LIT Fund. There was a public hearing held the same night as this meeting at 6:30 pm. There was no one in attendance to remonstrate. Michael Albert made a motion to approve Ordinance 2023-6 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 2023-6. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

**MISCELLANEOUS**

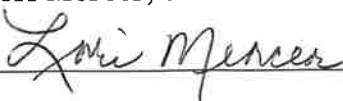
**CITIZENS COMMENTS**

Vicky Deprey was in attendance and asked if there was an ordinance regarding how late fireworks can be set off or how loud they can be. Chief McKinney stated that we do not have an ordinance that specifically addresses this but we have been following state statute on this. According to that, fireworks can be set off until 11:00 pm except for holidays which can be set off until midnight. He also stated that it's difficult to know which fireworks are illegal or not. Michael Albert asked the town attorney if there was any disturbance statute that we can reference and the town attorney stated that he can look but he didn't think there was. He stated the county does not have an ordinance regarding this. Michael Albert stated the Town will look into this.

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

A motion to adjourn was made by Michael Albert at 7:42 PM. Olga Pothorski, second. Motion carried.

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

  
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**Town of Westville  
May Monthly Report of Operations  
Prepared By: Nathan Howell  
June 13, 2023**

**WATER**

**New Items**

1. MCO assisted Adam in hydrant flow testing. Results have been given to McMahon.
2. We have been in contact with Iseler regarding the demolition of the old water tower. We also met with NIPSCO. This will be a complicated process which may require a shut-down of power to certain residents the day it is removed.
3. We are experiencing a large increase in water use. The area is in early drought conditions. We are monitoring the water levels in the wells.
4. There was a water leak on Walnut Street last month due to a rotted-out water line. We were able to stop the flow without shutting the mains off. We had to re-tap the line and install new pipe to the customer's line. There was a lead gooseneck on this line.
5. We are in the process of compiling a list of lead service lines as required by the Revised Lead and Copper Rule. This is a time-consuming job which will hopefully define the areas of Town where the water lines need to be replaced.
6. Hydrants were flushed.
7. The 2022 Consumer Confidence Report is completed and ready for delivery.
8. We spoke to the Indiana Department of Health regarding the fluoridation system. I explained that currently due to equipment and ventilation issues, we have not been feeding the chemical. We will discuss this with them when the new design for the plant progresses.

**Old Items**

1. GIS – Adam is continuing to work on the upgrade to the mapping system. Randy Decker from MCO is helping Adam with this since he is quite familiar with GIS. They have met several times on training.
2. The gate at the water plant has been ordered.

**WASTEWATER**

**New Items**

1. MCO is 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.

2. We had a pump at the McDonald's lift station fill due to a shattered seal. We had to have Superior Pumping remove the pump and have the shaft metalized and machined so the new seal can be installed. These stations are quite expensive to operate due to the parts costs and the number of parts necessary for the station to pump water. We are looking to purchase a spare motor/shaft which will fit either McDonald's or New Durham Estates' station. The cost is around \$17,000. We are also going to provide repairs to the stations so we can connect a gas/diesel pump in case both pumps fail. This will be done for all the stations.
3. The lift stations were cleaned. There are a lot of baby wipes being flushed down the sewers.

### **Old Items**

1. The Nash Finch Lift Station still needs the flow meter installed. The price to include bypass lines and valves was considerably more. I believe we will have them installed with just one valve.
2. 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. We spoke with Gasvoda who provided pump selections to retrofit the old station with submersible pumps. This information has been given to McMahan 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 are trying to find a less costly disposal of sludge. We have several options but need to research further. We will likely work with BCR for this service. We have received a new quote from BCR which is less than the first one; however, it is still more costly than landfilling the waste. It will be more cost effective when the amount of sludge the facility generates increases. We will work with BCR to run the Clean B and have the sludge land applied.
5. We were involved with the sewer connection to the duplex built on Flynn Road across from the grocery store. We are still in the process of rectifying the situation. Charlie Ray is working on a solution.
6. We were called out for a high wet well alarm at the Coulter Road lift station. We found the pumps not pumping. Superior was out and we finally found the force main was plugged where it discharges to the manhole. Superior entered the manhole and could rod the force main out to clear the obstruction. This corrected the immediate problem. We called Accu-Dig to jet/clean the force main and televise the line. They could only get about 8 feet in because the line was heavily tuberculated. They said the force main is in poor shape and likely needs to be replaced. I have spoken to McMahan about designing a path to install the new main.
7. 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.
8. 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. There are a few punch list items to address.
  - 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.
  - The splitter box for the new clarifier is complete. The effluent piping tie-in for the new clarifier is complete.

- The oxidation ditch is completed. Railing, grating and aeration equipment have been installed and is about 50% complete.
- All of the new aerators are installed, and the outer ring of the oxidation ditch is operational.
- The old aerators have been removed and the walkway modifications are being completed.
- The new headworks building is about 65% complete.
- The new clarifier is 75% complete.
- Both clarifier modifications are complete.
- The generator has been moved twice, and the new generator is scheduled for delivery soon. A second generator has also been approved for installation.
- A small shed to house the bypass pump was built and installed so it will work in case the raw pumps fail.
- There continue to be shutdowns to install critical piping and valving for the new oxidation ditch.
- The new UV system has been installed.
- We have spent some time working on the possible water upgrade.

## 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												
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	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												
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	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						
07/31/23						
08/31/23						
09/30/23						
10/31/23						
11/30/23						
12/31/23						

November 2022  
Extraordinary Agreement  
Work by Utility  
**INDIANA DEPARTMENT OF TRANSPORTATION  
HIGHWAY UTILITY AGREEMENT**

Agreement Amount: \$ 43,565 Des No: 1702989

Agreement Type: Extraordinary cost Project No: 1702989

Road: US 6 and US 421 East Junction County: LaPorte

This Agreement, made and entered into, by And between

Town of Westville Sanitary Sewer Department

904 West Main Street

Westville, IN 46391

(hereinafter referred to as the Utility,) and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as INDOT).

**WITNESSETH:**

**WHEREAS**, INDOT desires to rebuild the intersection as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

**WHEREAS**, INDOT has determined that a portion of the Utility's relocation cost is eligible for reimbursement by INDOT pursuant to I.C. 8-23-2-6 (a) (15) (A);

**WHEREAS**, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference;

**WHEREAS**, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

**WHEREAS**, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

**WHEREAS**, it is in the best interest of the Utility and INDOT for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility with the approval of INDOT as provided for under 23 CFR 645.115.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants herein contained (the adequacy of which considerations as to each of the parties to this agreement is hereby mutually acknowledged), and other good and valuable considerations, the receipt of which is hereby acknowledged and intending to be legally bound, the parties hereby covenant and agree as follows:

### **SECTION 1 – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE**

The Utility shall: Relocate a 4 inch sanitary sewer force main from its existing location to within 5 feet of the new right of way in the northwest quadrant of the intersection.

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: **[Check the following that applies]**

With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

By an approved contractor, as set forth in 23 CFR 645.109 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance to the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

### **SECTION 2 – WORK COMMENCEMENT**

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by INDOT nor until a satisfactory starting date has been established with the appropriate District Utility Engineer.

### SECTION 3 – SUBORDINATION OF RIGHTS

[Check the following that applies]

The existing facilities are located on public right-of-way.

The existing facilities are not located on public right-of-way

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the INDOT in the highway right-of-way by executing a subordination Agreement.

### SECTION 4 – MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by INDOT.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform INDOT as soon as practical upon discovery. The Utility shall also notify INDOT of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the following address:

Indiana Department of Transportation

Attn: Steven Travis, Railroad/Utilities Engineer  
315 Boyd Blvd Attn: CPM  
La Porte, IN 46350

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

### SECTION 5 – REIMBURSEMENT

INDOT shall reimburse the Utility for one hundred percent (100%) of the cost of relocation minus betterment (as described below) that is in excess of the smaller of the following amounts:

- a) Ten percent (10%) of the total operating revenue received by the Utility during the Utility's most recent fiscal year; or
- b) Fifty percent (50%) of the total estimated cost of the INDOT's construction project.

The estimated cost of relocation is \$128,800 (See Exhibit "B" for an itemization.) The Utility represents that the total operating revenue received by the Utility during the utility's most recent fiscal year was \$847,961. The estimated cost of betterment to the utility's facilities is \$0. The total estimated cost of INDOT's construction project is \$2,500,000. Therefore the estimated amount of the Utility's cost of relocation to be reimbursed by INDOT is \$43,565. The Utility understands that INDOT will not reimburse the Utility for the cost of the betterment.

## **SECTION 6- PAYMENTS**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

After the Utility's cost of relocation has exceeded the smaller of the amounts contained in Section 5, the Utility may submit one invoice per calendar month for the work covered by this agreement. INDOT shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice (minus betterment).

The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

Within forty-five (45) days after receipt of an invoice from the Utility and the approval thereof by INDOT, INDOT will reimburse the Utility for its actual expenses. If INDOT does not agree with the amount invoiced by the Utility, INDOT will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to INDOT's authorized representative.

Making a partial payment shall not abrogate INDOT's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final contract invoice and the resolution of any audit performed according to Section 9 of this Agreement.

## **SECTION 7 - COST INCREASES**

An invoice that increases the total invoiced project cost above the amount shown in Exhibit "B" shall not be approved until INDOT has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount shown in Exhibit "B" by more than 10%, the invoice shall not be approved until the Utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met, INDOT may return any invoice submitted by the Utility that when totaled with previous invoices paid (or to be paid) by INDOT, exceeds the amount shown in Exhibit "B" by more than 10%.



INDOT shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

#### **SECTION 8 – FINAL BILL**

The utility shall present its final itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by INDOT to support such invoice.

#### **SECTION 9 – RECORDS**

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of INDOT, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the INDOT's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due the Utility, INDOT shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, INDOT shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, the INDOT may offset such amount against claims that the Utility has against INDOT.

#### **SECTION 10 – BINDING UPON SUCCESSORS OR ASSIGNS**

This Agreement shall be binding upon the parties and their successors and assigns.

#### **SECTION 11 – GENERAL LIABILITY PROVISIONS**

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the

occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation or the State.

#### **SECTION 12 – INCORPORATION OF THE UTILITY POLICY GUIDE**

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

#### **SECTION 13 – PENALTIES/INTEREST/ATTORNEY’S FEES**

INDOT will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney’s fees, except as required by Indiana law.

#### **SECTION 14 – COMPLIANCE WITH LAWS; APPLICABLE LAW**

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this agreement shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this agreement require formal amendment.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

#### **SECTION 15 – COMPLIANCE WITH TELEPHONE SOLOCITATIONS ACT**

As required by IC 5-22-3-7:

- (1) the UTILITY and any principals of the UTILITY certify that
  - (A) the UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
    - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
    - (ii) IC 24-5-12 [Telephone Solicitations] , or
    - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) the UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
  
- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:

- (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
- (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

## **SECTION 16 – CONFLICT OF INTEREST**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of the Utility, if the Utility is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Commission” means the State Ethics Commission.

- B. INDOT may cancel this Agreement without recourse by the Utility if any interested party is an employee of the State of Indiana.
- C. INDOT will not exercise its right of cancellation under section B, above, if the Utility gives INDOT an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of INDOT employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.
- D. The UTILITY has an affirmative obligation under this Agreement to disclose to INDOT when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

## **SECTION 17 – DRUG-FREE WORKPLACE CERTIFICATION**

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to INDOT and the Indiana Department of Administration within ten (10) days after receiving actual notice that the Utility or an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY’s workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of agreement opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of \$25,000.00, the UTILITY hereby further agrees that this

agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing INDOT within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **SECTION 18 – FUNDING CANCELLATION CLAUSE**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of an agreement, the agreement shall be canceled. A determination by the Budget Director that funds

are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### **SECTION 19 – NON-DISCRIMINATION**

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.
- B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this agreement.

#### **SECTION 20 – DEBARMENT AND SUSPENSION**

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term “principal” for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

#### **SECTION 21 – CERTIFICATION FOR FEDERAL-AID CONTRACTS LOBBYING ACTIVITIES**

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## **SECTION 22 — APPROVAL OF ATTORNEY-GENERAL**

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality

## **SECTION 23 – ETHICS**

The Utility and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated hereunder, and Executive Order 05-12, dated January 12, 2005. If the Utility is not familiar with these ethical requirements, the Utility should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Utility or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Utility. In addition, the Utility may be subject to penalties under Indiana Code § 4-2-6-12.

## **SECTION 24 – EMPLOYMENT ELIGIBILITY VERIFICATION**

The Utility affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Utility shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Utility is not required to participate should the E-Verify program cease to exist. Additionally, the Utility is not required to participate if the Utility is self-employed and does not employ any employees.

The Utility shall not knowingly employ or contract with an unauthorized alien. The Utility shall not retain an employee or contract with a person that the Utility subsequently learns is an unauthorized alien.

The Utility shall require his/her/its subcontractors, who perform work under this contract, to certify to the Utility that the subcontractor does not knowingly employ or contract with an unauthorized

alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Utility agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Utility fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

#### **SECTION 25 – NON-COLUSION**

The undersigned attests, subject to the penalties for perjury, that he/she is the Utility, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Utility, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

#### **SECTION 26 – BUILD AMERICA, BUY AMERICA ACT**

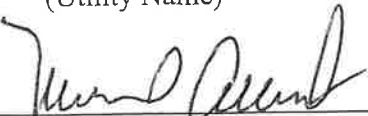
The Utility agrees that all steel, iron, manufactured products and construction material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

[The remainder of this page intentionally left blank]

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

**THE UTILITY:**

TOWN OF WESTVILLE  
(Utility Name)

  
(Signature of Officer)

6/13/23  
Date

MICHAEL ALBERT  
(Officer's Name, Printed or typed)

Council President  
(Officer's Position)

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTR\\_CTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTR_CTS.GBL)



**The State of Indiana**

By the Indiana Department of Transportation

By:

\_\_\_\_\_  
Samantha Anderson  
Statewide Director of Utilities and Railroads  
Capitol Program Management  
For: Michael J. Smith  
Commissioner

\_\_\_\_\_  
Date

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Theodore E. Rokita, Attorney General of Indiana

\_\_\_\_\_  
Date Approved





**PRELIMINARY OPINION OF PROBABLE PROJECT COST**



Forcemain Relocation - US 6 & 421	
Town of Westville, Indiana	
Client:	Town of Westville
Project #	TBD
Date	1/13/2023 Rev. 5/23/23

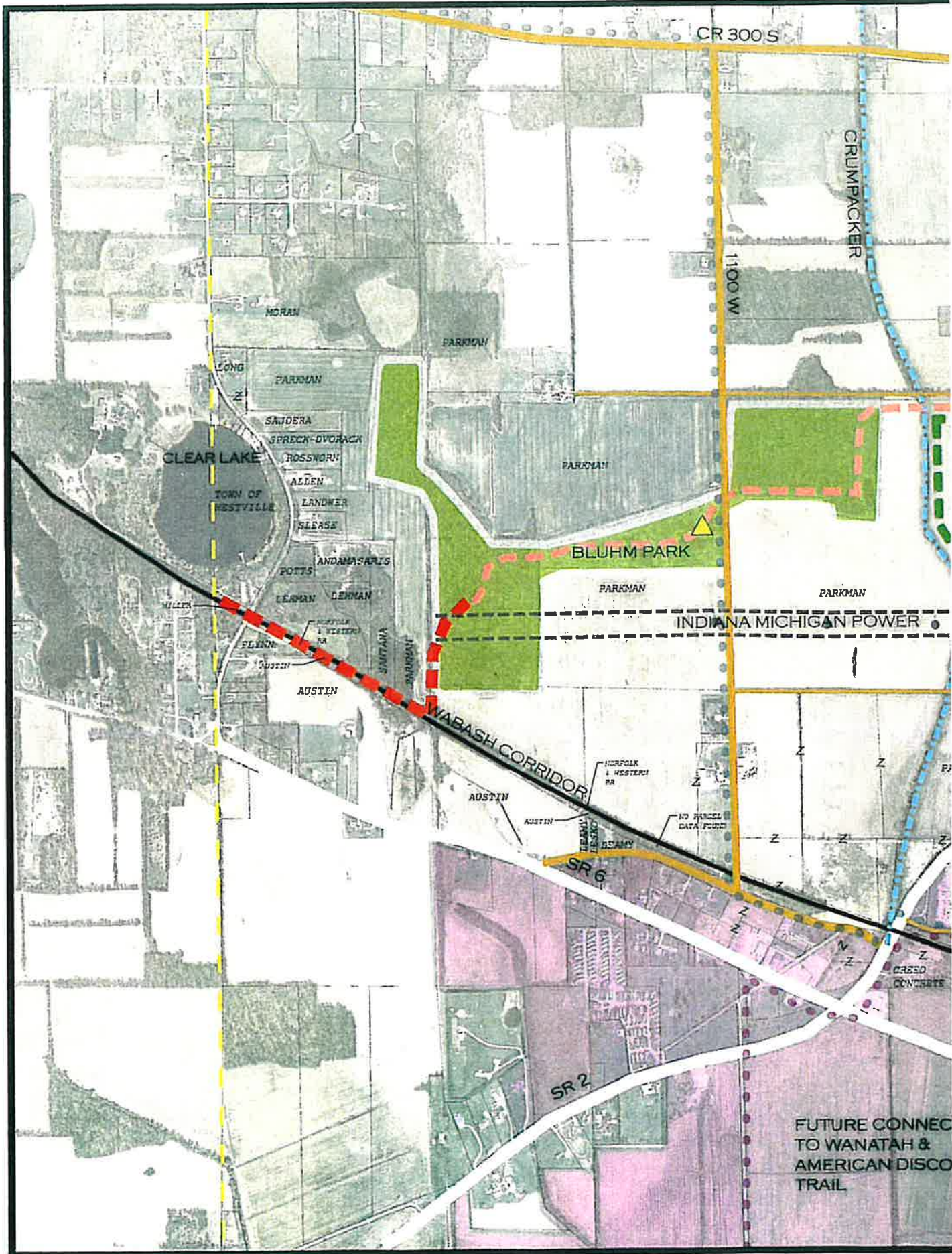
**I. CONSTRUCTION COSTS**

Item Description	Quantity	Unit	Unit Price	Total Installed Cost
1. Bonds/Permits/Fees	1	L.S.	\$ 2,500.00	\$ 2,500.00
2. Mobilization / Demobilization	1	L.S.	\$ 5,000.00	\$ 5,000.00
3. F&I 4-in PVC or 5-in HDPE Force Main Sewer	825	L.F.	\$ 95.00	\$ 78,375.00
4. F&I Air Release Valve & Manhole Complete	1	EA.	\$ 7,500.00	\$ 7,500.00
5. Furnish temporary bypass pumping	1	L.S.	\$ 1,525.00	\$ 1,525.00
6. F&I connection of new FM to existing FM	1	L.S.	\$ 1,250.00	\$ 1,250.00
7. Furnish Site Restoration (grass)	825	L.F.	\$ 2.00	\$ 1,650.00
8. Testing	1	L.S.	\$ 2,500.00	\$ 2,500.00
<b>Subtotal</b>				<b>\$ 100,300.00</b>

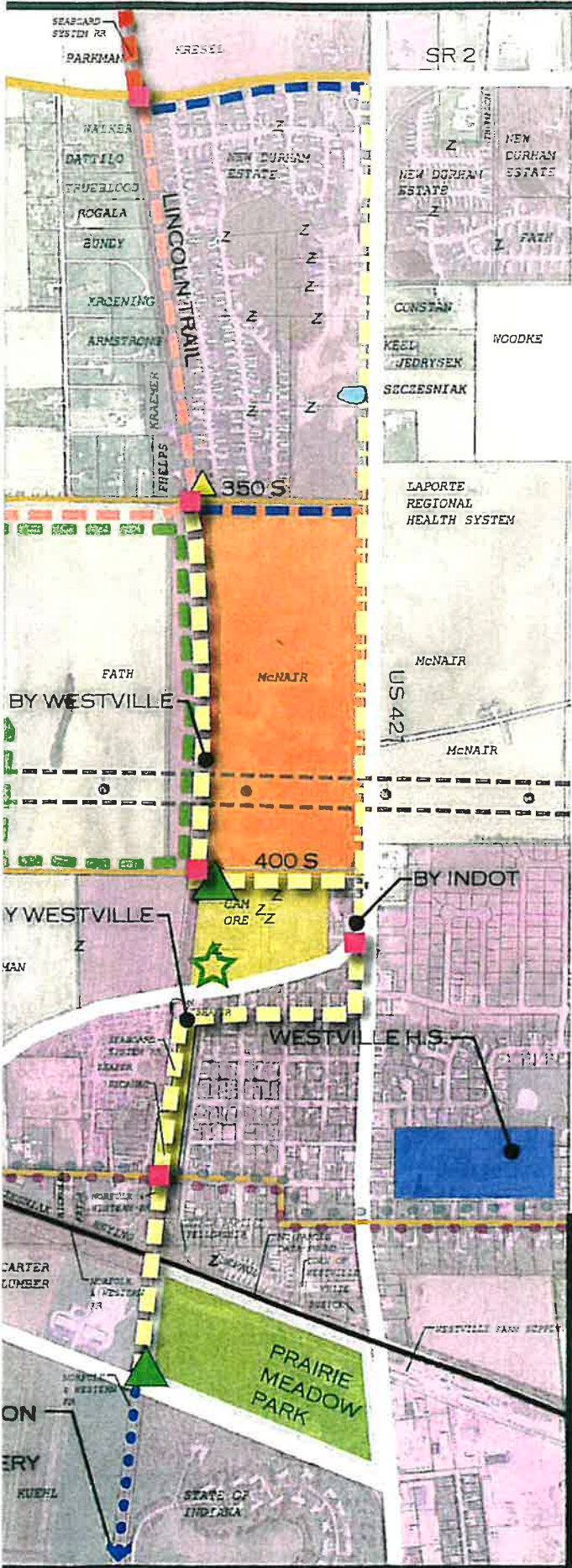
**II. LEGAL, ADMIN, ENGINEERING, & CONSTRUCTION CONTINGENCY COSTS**

Item Description	Cost
1. Construction Contingencies (0%)	\$ -
2. Legal Fees	\$ 5,000.00
3. Planning, Design, Bidding, and Construction Engineering	\$ 21,000.00
4. Post Construction Costs (Record Drawings, Submittals, Closeout)	\$ 2,500.00
<b>Subtotal</b>	<b>\$ 28,500.00</b>
<b>GRAND TOTAL</b>	<b>\$ 128,800.00</b>









### LEGEND

	MAJOR ROADS		STEEP SLOPES
	MINOR ROADS		EXISTING BRIDGE
	ACTIVE RAIL CORRIDOR		BLUHM PARK BIKE LOOP
	ABANDONED RAIL CORRIDOR		WESTVILLE BIKE LOOP
	DITCH		RED MILL BIKE LOOP
	EXISTING TRAIL		MICHIGAN CITY BIKE LOOP
	UTILITY EASEMENT		FUTURE ROAD
	PARK		MICHIGAN CITY TRAIL NETWORK
	HIGH SCHOOL		WESTVILLE TOWN LIMITS
	FRESHWATER EMERGENT WETLANDS		
	FRESHWATER FORESTED/SHRUB WETLANDS		
	NATIONAL HYDROGRAPHY DATASET (NHD) STREAMS		
	OPEN SPACE/TOWN OWNED		
	FUTURE COMMERCIAL		
	RESIDENTIAL DEVELOPMENT		

### TRAIL SYMBOLS

	BLUHM/US421 TRAIL		
	BLUHM/US421 TRAIL BY OTHERS		
	ALTERNATIVE TRAIL CONNECTION		
	UNIMPROVED EQUESTRIAN LOOP		
	FUTURE SHARED-USE TRAIL BY OTHERS		
	FUTURE CONNECTION		
	EXISTING TRAILHEAD		
	PROPOSED TRAILHEAD		
	INTERPRETIVE AREA		
	AT GRADE CROSSING - LEVEL 1		
	AT GRADE CROSSING - LEVEL 2		
	AT GRADE CROSSING - LEVEL 3		
	AT GRADE RAIL CROSSING		
	PEDESTRIAN BRIDGE		

\* FROM 350 SOUTH TO JUST NORTH OF 200 SOUTH IS A POTENTIAL SEPARATED EQUESTRIAN TRAIL

## LaPorte BLUHM / US 421 TRAIL STUDY PRELIMINARY

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ORDINANCE No.: 2023-4

AN ORDINANCE OF THE TOWN COUNCIL OF WESTVILLE, LAPORTE COUNTY, INDIANA, AMENDING ORDINANCE NO. 2023-1 ENTITLED "SALARY ORDINANCE AMENDMENT FOR THE YEAR 2023"

WHEREAS, on February 14, 2023 the Town Council of the Town of Westville, LaPorte County, Indiana (the "Town Council") adopted Ordinance No. 2023-1 entitled "Amended Salary Ordinance for the Year 2023"; and

WHEREAS, Ordinance No. 2023-1 established the hourly rate to be paid to the part-time police officers of Town of Westville, LaPorte County, Indiana (the "Town"), in 2023; and

WHEREAS, the Town Council is desirous of adopting this Ordinance to amend Ordinance 2023-1 to change the hourly amount for a Part Time Police Officer

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTVILLE, LAPORTE COUNTY, INDIANA, THAT ORDINANCE 2023-1 SHALL BE AMENDED TO READ AS FOLLOWS:

Section 1. Page 2 of Ordinance No. 2023-1 is hereby revised and amended to state as follows:

GENERAL FUND  
Police Department

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Probationary Deputy (First Year)	\$41,200.38	\$1,584.63	
Part-Time Police Officer			\$25.00 - \$40.00
Records Clerk (2 – PT or FT)			

Section 2. Except as expressly modified by this Ordinance all other parts or provisions of Ordinance 2023-1 shall remain in full force and affect.

Section 3. If any portion of this Ordinance shall be held invalid or unconstitutional by any court or competent jurisdiction, such decision will not affect any other portion or provision of this Ordinance.

Section 4. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. It is provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the ordinances or parts of ordinances are hereby ratified, reestablished and confirmed.

Section 5. This Ordinance shall be in full force and affect from and after its adoption and any procedures required by law.

Section 6. All of which is Ordained by the Town Council of the Town of Westville, LaPorte County, Indiana by a vote of 5-0 of all members present and voting this 13<sup>th</sup> day of June, 2023.

**WESTVILLE TOWN COUNCIL**

BY: Michael Alford  
Wade Runtz  
Stephen Kelly  
James Puckett  
Alphonse Hoeski

ATTEST:

Lori Mercer  
Lori Mercer, Clerk-Treasurer of the Town  
of Westville, Indiana



LIT PUBLIC SAFETY SALARY ORDINANCE FOR THE YEAR 2023

LIT PUBLIC SAFETY FUND

	<u>ANNUAL</u>	<u>PER PAY</u>
Marshal	\$	\$252.77
Chief Deputy	\$	\$252.76
First Class Deputy	\$	\$263.16

RETIREMENT PROGRAM: 8% of per pay salary for: Marshal, Chief Deputy, First Class Patrolman after completion of (6) six-month introductory period.

PASSED AND ADOPTED THIS 13<sup>th</sup> DAY OF June, 2023.

WESTVILLE TOWN COUNCIL

  
MICHAEL ALBERT

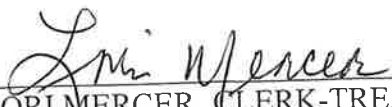
  
JAMES BECHINSKE

  
OLGA POTHORKSI

  
DEBORAH KELLY

  
NATE BURNETT

ATTEST:

  
LORI MERCER, CLERK-TREASURER

2023-6

ADDITIONAL APPROPRIATION ORDINANCE

Whereas, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the 2023 annual budget; now, therefore:

Sec. 1. Be it ordained by the Town Council of the Town of Westville, La Porte County, Indiana, for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same:

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Fund Name: 1101 General Fund		
Major Budget Classification:		
Personal Services	<u>16,000.00</u>	<u>16,000.00</u>
Total General Fund	<u>\$ 16,000.00</u>	<u>\$ 16,000.00</u>

Fund Name: 2401 Public Safety Local Income Tax (PSLIT) Fund

Major Budget Classification:		
Personal Services	<u>\$ 43,267.00</u>	<u>\$ 43,267.00</u>
Services and Charges	<u>43,268.00</u>	<u>43,268.00</u>
Total PSLIT Fund	<u>\$ 86,535.00</u>	<u>\$ 86,535.00</u>

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Adopted this 13<sup>th</sup> day of June, 2023.

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AYE

Mark Albert

Nathan Burt

Debra Kelly

James ...

Algallo Weeski

ATTEST:

Lou Mercer

Secretary of Governing Body