

NOTICE OF EXECUTIVE SESSION
TOWN OF WESTVILLE

THURSDAY, JANUARY 5, 2023
5:30 P.M.
COMMUNITY ROOM
100 SETSER DRIVE, WESTVILLE, IN

Pursuant to IC 5-14-1.5-5/6, 5-14-1.5-6.1(b)(4), the Westville Town Council will meet in Executive Session on the topic checked as permitted under this Statute.

1. Where authorized by Federal or State Statute.
2. For discussion of strategy with respect to any of the following:
- (A) Collective bargaining.
 - (B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing.
 - (C) The implementation of security systems.
 - (D) The purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.
3. For discussion of the assessment, design, and implementation of security systems.
4. Interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects by the Indiana Economic Development Corporation, the Office of Tourism Development, the Indiana Finance Authority, the Ports of Indiana, an Economic Development Commission, the Indiana State Department of Agriculture, a local economic development organization (as defined in IC 5-28-11-2(3)), or a governing body of a political subdivision.
5. To receive information about and interview prospective employees.
6. With respect to any individual over whom the Board has jurisdiction:
- (A) to receive information concerning an individual's alleged misconduct; and
 - (B) to discuss, before a determination, the individual's status as an employee.
7. For discussion of records classified as confidential by State or Federal Statute.
8. To discuss, before a placement decision, an individual employee's past performance, behavior and needs.
9. To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.
10. When considering the appointment of a public official, to do the following:
- (A) Develop a list of prospective appointees.
 - (B) Consider applications.
 - (C) Make one (1) initial exclusion of prospective appointees from further consideration.
11. To prepare or score examinations used in issuing licenses, certificates, permits, or registrations under IC 25.
12. To discuss information and intelligence intended to prevent, mitigate, or respond to, the threat of terrorism.

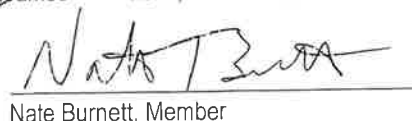
CERTIFICATION

The Westville Town Council hereby certifies that it discussed no subject matter in the above-referenced executive session other than the subject matter(s) specified in the above copy of the public notice.

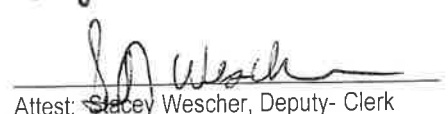
Michael Albert, President


Deborah Kelly, Member


James Bechinske, Vice President


Nate Burnett, Member


Olga Pothorski, Member


Attest: Stacey Wescher, Deputy- Clerk

* Michael Albert was absent

LEGAL NOTICE

The Westville Town Council will meet in a special meeting at 7:15 PM (local time) on January 05, 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
JANUARY 05, 2023
SPECIAL MEETING
100 SETSER DRIVE
7:15 P.M.

AGENDA

TOWN MARSHAL APPOINTMENT

WESTVILLE TOWN COUNCIL

JANUARY 05, 2023
MINUTES OF MEETING

The special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 7:15 p.m. Present: Nate Burnett, Olga Pothorski, Deborah Kelly, James Bechinske, Stacey Wesher; Deputy Clerk-Treasurer.

Absent: Michael Albert, Lori Mercer; Clerk-Treasurer, Town Attorney; Doug Beige.

This meeting is being held to appoint a new Town Marshal, however the council agreed to table the topic until Monday, January 09, 2023 at 7:30 PM.

I, Stacey Wescher, attest that these minutes are true and accurate.



DK NB ~~JP~~ OO ~~SB~~

LEGAL NOTICE

The Westville Town Council will meet in a special meeting at 7:30 PM (local time) on January 09, 2023. The special meeting will be held at Town of Westville Community Room located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

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WESTVILLE TOWN COUNCIL
JANUARY 09, 2023
SPECIAL MEETING
100 SETSER DRIVE
7:30 P.M.

AGENDA

TOWN MARSHAL APPOINTMENT

WESTVILLE TOWN COUNCIL

JANUARY 09, 2023
MINUTES OF MEETING

The special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 7:30 p.m. Present: James Bechinske, Nate Burnett, Olga Pothorski, Deborah Kelly, Stacey Wescher, Deputy Clerk-Treasurer.

Absent: Michael Albert, Clerk-Treasurer Lori Mercer, Doug Biege

James Bechinske called the special meeting to order at 7:30 p.m. The purpose of this meeting is to fill the Town Marshal position. Interviews were held on Jan. 5th 2023 by the Town Council. James Bechinske made a motion to appoint Darin Mercer as Town Marshal. Deborah Kelly, second. James Bechinske stated that he believes Darin is a more qualified candidate. Deborah Kelly stated that due to the lack of communication within the prior administration she is inclined to agree with Mr. Bechinske, however she stated that both applicants are very good candidates, but Mr. Mercer is more experienced. Olga Pothorski agreed. Nate Burnett stated he believes opportunity is a big thing. He also stated that Joe has exemplified the ability to fill those shoes and deserves the opportunity. He also believes that we have two solid candidates. Mr. Burnett stated that he believes that it comes down to what the community needs and given the current timing of where the community is at, he thinks Joe's personality and ability to maintain and improve relationships is paramount to the community. Mr. Burnett also stated that Joe's ability to police and grow; there is a lot of room for growth and with the right leadership and the right council to lead him he believes he can do amazing things. James Bechinske stated that he believes Darin can do the same thing and that is why he put the motion on the floor. Mr. Bechinske stated that Darin spent nine years here before and we didn't have any problems. Olga Pothorski agreed with Mr. Bechinske and she is basing her decision on his experience. She also stated she believes Joe will learn a lot from Darin. James Bechinske stated we have a motion and a second on the floor. Roll call: Olga Pothorski, aye; Deborah Kelly, aye; Nate Burnett, Nay; James Bechinske, aye. Motion carries, three ayes, to one nay.

James Bechinske made a motion to adjourn at 7:42 pm. Deborah Kelly, second. Motion carried.

I, Stacey Wescher, attest that these minutes are true and accurate.









WESTVILLE TOWN COUNCIL
JANUARY 10, 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

HIRING FREEZE

OFFICER MCKINNEY PROBATIONARY PERIOD

FINANCE

CCI TRANSFER RESOLUTION 2023-1

MISCELLANEOUS

WVFD ACTIVITY REPORT

BZA APPOINTMENTS (JIM ROTZIEN, VICKY DEPREY)

PLAN COMMISSION APPOINTMENTS (NATE BURNETT, DEB KELLY)

CHAMBER OF COMMERCE MEMBERSHIP

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

WESTVILLE TOWN COUNCIL

JANUARY 10, 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 Biege.

The Pledge of Allegiance was recited.

James Bechinske made a motion to keep the liaison and officer positions the same as 2022 for the council. Olga Pothorski, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

A motion was made by James Bechinske to approve minutes of the December, 2022 meeting. Nate Burnett, 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 December, 2022. Nate Burnett, 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

Nathan Howell gave a brief summary of the MCO report for the month of December. It is attached. Nathan Howell stated that there are a couple more contractors interested in the old water tower demolition. He also stated that Westville Estates' lift station is deteriorating rapidly. He stated that they have done some televising of lines and have found sand and they are running into the problem of having a contractor find a place to dump the sand, but they are working toward that. There are a couple lift stations in town that were having issues and contractors are coming out to look at them. He also reported that Bowen will be giving a price to replace the two manholes on Flynn Road. Nathan reported that we are shooting for August for the Wastewater plant project to be completed.

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.

MA *DP*
AK *UB* *ES*

POLICE DEPARTMENT (CON'T)

Marshal Mercer asked the Council to move Officer Corey McKinney from the probationary police officer position to the first-class patrolman position beginning January 15, 2023. Nate Burnett made a motion to move Officer McKinney from the probationary position to the first-class officer position. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Nate Burnett made a motion to lift the hiring freeze. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Marshal Mercer reported that he was sworn in today and will be asking the council to hold an executive session regarding personnel issues and to hold a special meeting to update them on the status of the department.

FINANCE

Deborah Kelly read Resolution 2023-1, Transfer of Funds, in its entirety. Deborah Kelly made a motion to adopt Resolution 2023-1. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

MISCELLANEOUS

Michael Albert reported there are two BZA appointments. Jim Rotzien has expressed interest in filling one of the vacant spots which is a two year term beginning January 10, 2023 and expiring January 10, 2025 and the three year term vacancy will be filled by Vicky Deprey, which will be from January 10, 2023 until January 10, 2026. These are Town Council president appointments.

Michael Albert made a motion to re-appoint Deb Kelly and Nate Burnett to the Plan Commission since their terms are expired. Olga Pothorski, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to have the Town join the Chamber of Commerce at the individual level for \$50.00. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, abstained; Bechinske, yes; Kelly, yes; Albert, yes.

Nate Burnett made a motion to appoint Darin Mercer to the Plan Commission. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

CITIZENS COMMENTS

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL

Chief Deputy Walker reported that Dylan Barden has resigned from the Police Department.

Jamie Oberle asked the Council what the determining factors were in hiring the new Marshal. Olga Pothorski stated that it was a difficult decision but it ultimately came down to experience. Olga also reported that the vote was three to one.

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL (CON'T)

A member of the audience asked the Council when there is a major decision to be made if the Community has a say. Michael Albert stated that they have a say by electing council members to make those decisions for them. Olga Pothorski stated that all meetings are posted appropriately in the Town Hall window.

A motion to adjourn was made by Michael Albert at 7:26 PM. James Bechinske, second. Motion carried.

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

Lori Mercer



Town of Westville
December 2022 Monthly Report of Operations
Prepared By: Nathan Howell
January 10, 2023

Water

1. GIS – Adam is continuing to work on the upgrade to the mapping system.
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.

Wastewater

1. The Nash Finch Lift Station still needs a flow meter installed. We had Bowen look at it again and they will install the meter, manhole and piping. We have ordered the flow meter from Gasvoda, and it has been delivered. They have quoted the installation at approximately \$18,000. We told Bowen to proceed with this. We also spoke the Charlie Ray regarding an agreement which was made about maintaining the meter, since South Coast is responsible for maintaining their meter.
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. However, with the possibility of a new subdivision in the area, we will wait and determine the effect it will have on the sewage collection area. McMahan is looking at costs to increase the wet well size and install submersible pumps.
3. We still have 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.
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.
6. We had several problems with lift stations over the holidays. The Mc Donald's Lift Station had the check valve come apart and the seat is in the force main. We will need to have Accudig on site to see if we can retrieve it. The shafts on both of the pumps were severely scored which was causing priming issues. The shafts were removed and reworked, and new seals installed. Both pumps are working now. The Coulter Road Lift Station had a seal leaking on the pump. It was removed and the seals are to be replaced. These lift stations are costly to repair when the pumps fail.

Both breakers for the pumps at the Nash Finch Station failed within two weeks. They were replaced. The control panel for this Station is in poor shape and needs to be replaced. One of the pumps was replaced. We will order a spare pump this month.

7. The manhole lid on one of the manholes on Flynn Road north of McDonald's broke into pieces. Adam found a lid which will fit and sealed it to the frame with mastic. They will replace two lids total. We are waiting for a proposal to replace two frames 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.
 - At the Wastewater Plant, the solids building is 98% complete. The sludge press has been started up.
 - The sludge disinfection/conditioning system has been started up. It is 99% complete.
 - Raw and RAS piping is complete. There was another shut down for the new mixed liquor line.
 - 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.
 - Both clarifier modifications are complete.
 - The excavation for the new clarifier has begun.
 - The new headworks building has begun. They have begun to install channels and floors of the various components.
 - The generator has been moved twice, and the new generator is scheduled for delivery in March. A second generator has also been approved.
 - A small shed to house the bypass pump was built and installed so it will work in case the raw pumps fail.

Town of Westville - Operational Summary for the Wastewater Treatment Plant

Influent

2022	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	5,902,400	241,900	156,400	190,400	139	216.3	316	494.6	28.8	45.7	5.1	8.1
February	5,874,400	416,000	176,100	209,800	153	275	242	425	25.6	44.8	5.1	8.9
March	5,642,000	231,500	163,900	182,000	180	275	343	522	34.9	53	7.2	10.8
April	5,493,000	320,700	161,300	183,100	215	331	341	548	36.2	55.3	6.4	9.8
May	5,499,400	222,000	160,800	177,400	198	308	278	426	35.0	51.7	6.0	8.9
June	5,877,600	252,800	162,100	189,600	202	323	333	534	31.2	50.3	5.7	9.0
July	5,691,000	289,500	166,300	189,700	143	223	378	590	29.8	47.2	5.8	9.2
August	5,874,500	235,000	165,700	189,900	155	243	345	544	31.8	50.3	5.7	9
September	5,706,000	243,600	160,300	190,200	120	193	459	729	32.8	52	5.8	8.2
October	5,769,100	302,100	160,600	186,100	151	245	395	656	29.2	45.3	5.6	8.7
November	5,808,000	228,500	166,100	193,600	156	259	385	642	32.8	53.1	6.3	10.2
December												

Effluent

2022	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	5,821,000	242,100	155,300	187,800	3	97.8	7.3	97.7	.3	94.1	1.25	95.7
February	5,829,000	425,000	167,600	208,200	2.9	98.1	8.2	96.6	.5	89.4	.6	97.7
March	5,535,600	222,500	159,600	178,600	3.1	98.3	8.4	97.6	.6	91.2	.08	99.8
April	5,400,600	324,900	154,100	180,000	4.1	98.1	6.5	98.1	.8	88.0	.12	99.7
May	5,408,800	225,500	160,000	174,500	2.8	98.6	5.7	98	.7	87.8	.19	99.5
June	5,616,300	278,300	155,000	187,200	2.1	99	5	98.5	.9	85	.08	99.8
July	5,695,000	289,000	156,900	182,300	2.2	98.5	5.2	98.6	.6	90.2	.14	99.5
August	5,444,500	228,200	154,300	181,500	2.4	98.5	4.3	98.7	.5	91.4	.07	99.8
September	5,609,400	401,500	136,400	187,000	2.5	97.9	5.7	98.8	.5	91.7	.13	99.6
October	5,503,300	295,000	147,400	177,500	2.3	98.5	4.9	98.8	.3	94.3	.06	99.8
November	5,471,100	218,900	146,300	182,400	2.4	98.5	4.5	98.8	.2	96.6	.1	99.7
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.)
01/31/22	4,401,000	233,700	0	141,400	73	51
02/28/22	4,437,300	280,100	46,700	158,500	75.6	50
03/31/22	5,041,700	250,600	0	163,400	83.9	54
04/30/22	5,139,900	431,700	81,600	170,500	85	0
05/31/22	4,481,500	288,400	76,400	158,200	81.6	0
06/30/22	5,878,300	521,600	81,100	195,200	104.4	0
07/31/22	5,065,000	334,800	51,500	166,000	85.9	0
08/31/22	5,088,700	263,500	79,100	165,300	76.5	0
09/30/22	4,371,400	265,200	70,200	142,100	70.8	0
10/31/22	4,719,200	237,700	73,800	152,500	66.7	0
11/30/22	4,470,000	245,800	71,400	148,600	64.6	0
12/31/22	4,938,600	245,900	75,500	158,900	70.2	0

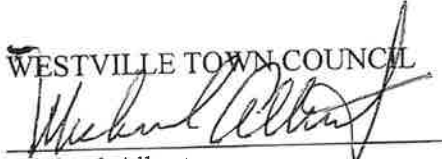
RESOLUTION #2023-1
TRANSFER OF FUNDS


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


Transfer Twelve Thousand (\$12,000.00) from CCI (Cumulative Capital Improvement) to General Fund.


PASSED AND ADOPTED THIS 10TH DAY OF JANUARY 2023.

WESTVILLE TOWN COUNCIL


Michael Albert


James Bechinske


Olga Pothorski


Deborah Kelly


Nathan Burnett

ATTEST:


Lori Mercer Clerk-Treasurer

NOTICE OF EXECUTIVE SESSION
TOWN OF WESTVILLE

THURSDAY, JANUARY 19, 2023
4:30 P.M.
COMMUNITY ROOM
100 SETSER DRIVE, WESTVILLE, IN


Pursuant to IC 5-14-1.5-5/6, 5-14-1.5-6.1(b)(4), the Westville Town Council will meet in Executive Session on the topic checked as permitted under this Statute.


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 (A) Collective bargaining.
 (B) Initiation of litigation or litigation that is either pending or has been threatened specifically in writing.
 (C) The implementation of security systems.
 (D) The purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.
3. For discussion of the assessment, design, and implementation of security systems.
4. Interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects by the Indiana Economic Development Corporation, the Office of Tourism Development, the Indiana Finance Authority, the Ports of Indiana, an Economic Development Commission, the Indiana State Department of Agriculture, a local economic development organization (as defined in IC 5-28-11-2(3)), or a governing body of a political subdivision.
5. To receive information about and interview prospective employees.
6. With respect to any individual over whom the Board has jurisdiction:
 (A) to receive information concerning an individual's alleged misconduct; and
 (B) to discuss, before a determination, the individual's status as an employee.
7. For discussion of records classified as confidential by State or Federal Statute.
8. To discuss, before a placement decision, an individual employee's past performance, behavior and needs.
9. To discuss a job performance evaluation of individual employees. This subdivision does not apply to a discussion of the salary, compensation, or benefits of employees during a budget process.
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 (B) Consider applications.
 (C) Make one (1) initial exclusion of prospective appointees from further consideration.
11. To prepare or score examinations used in issuing licenses, certificates, permits, or registrations under IC 25.
12. To discuss information and intelligence intended to prevent, mitigate, or respond to, the threat of terrorism.

CERTIFICATION

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Michael Albert, President


James Bechinske, Vice President


Olga Pothorski, Member


Deborah Kelly, Member


Nate Burnett, Member


Attest: Lori Mercer, Clerk-Treasurer

LEGAL NOTICE

The Westville Town Council will meet in a special meeting at 5:30 PM (local time) on January 19, 2023. The special meeting will be held at Town of Westville Community Room located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

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but just for notification purposes.*

WESTVILLE TOWN COUNCIL
JANUARY 19, 2023
SPECIAL MEETING
100 SETSER DRIVE
5:30 P.M.

AGENDA

PART-TIME POLICE BUDGET/SALARIES (ORDINANCE 2023-1)

K-9 OFFICER

NEW POLICE HIRES

POLICE EQUIPMENT

POLICE DEPARTMENT UPDATE

TRANSFER RESOLUTION 2023-2

MCMAHON ENGINEER. AGREEMENT

WESTVILLE TOWN COUNCIL

JANUARY 19, 2023
MINUTES OF MEETING

The special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 5:30 p.m. Present: Michael Albert, James Bechinske, Nate Burnett, Olga Pothorski, Deborah Kelly, Lori Mercer, Clerk-Treasurer.

Absent: Doug Biege, Town Attorney

Marshal Mercer asked the council to raise the part-time hourly wage from \$25.00 per hour to \$40.00 per hour to stay competitive with the FOP going rate. Michael Albert made a motion to approve Ordinance 2023-1, Salary Ordinance Amendment, 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 2023-1, Salary Ordinance Amendment. Nate Burnett, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Marshal Mercer asked if it was possible to explore the opportunity to offer time-and-a-half to his officer's. The rate of pay for the first-class patrolman would be less than the part-time hourly rate of \$40.00. Clerk Treasurer Mercer stated that we would need to amend the salary ordinance to allow for over time pay and she stated that she would research this topic and report back with the results.

Marshal Mercer reported that prior Marshal Nate Hynek promised several things to the K9 officer regarding the K9 program. Officer Jeszenszky stated that Mr. Hynek was supposed to set up some training for Officer Jeszenszky with some other K9 officers in the area, but that didn't happen. Marshal Mercer stated that Mr. Hynek did contact the Town insurance agent but there were some misunderstandings between Mr. Hynek and Officer Jeszenszky as far as replacement of the dog in the event something happened. Officer Jeszenszky believed that the Town would cover the cost of the dog in the event it was fatally injured while on duty. Marshal Mercer stated that is not correct. The Town insurance would not cover the cost of the animal, which is roughly \$15,000.00. Marshal Mercer also stated the 2017 Ford that the dog is transported in is not set up for a K9. To equip the car with everything it needs to transport a K9 would be approximately \$8,000.00. He also stated that the Town could do a lot with a K9 program, but at the same time the cost to maintain the program may not be realistic. The council stated they were told that this program would not cost the Town anything as expenses would be paid for from donation money. The council decided to table this issue.

Marshal Mercer stated there are several items that are either broken, missing or obsolete that he needs to replace or fix. Those items are a camera for the evidence room at a cost of \$1,000.00; a forensic light kit for \$1,700.00; the whole department will need to be rekeyed as there is a master key missing and that cost is \$753.00; the computers have not been working properly and need to be replaced and some software needs updated and a printer and scanner for a squad car for a total cost of \$5,800.00; a new firewall system and offsite storage and server back-up for both police and clerk's office at a cost of \$890.00 per month to be split evenly and the clerk's portion would be split into thirds between utilities and clerk (which will be paid for out of our current budget); Michael Albert made a motion to enter into contract with Brainstorm for the computer firewall system. James Bechinske, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

MM *OP SB* *NS* *AK*

Marshal Mercer also reported the Durango that the prior Marshal was using had no radar, no scanner or printer, which limits what an officer can do. He stated the radar is \$3,071.30 and neither Durango has a trunk vault. For two trunk vaults for the Durango's the cost is \$5,837.00. Nate Hynek also did not have a cage installed in either Durango. Marshal Mercer will not be needing a cage for his Durango but the other Durango needs a cage. He does not have a cost on this yet, but he believes it will be over \$2,000.00. Marshal Mercer stated there were only five Axon body cameras purchased, however there was an old camera that was kept from the old system for the part-time staff to use, which means there are now two systems running. Single chargers were purchased instead of buying a docking station for all the cameras. Marshal Mercer asked the council to purchase two Axon cameras and a multi-port charging station. He stated that Axon has not gotten back to him with the cost, but he will send an email to council once he finds out that information.

Marshal Mercer reported the condition of the department as a whole was not in great shape. He stated the furnace filters have not been replaced for quite some time and the sink in the kitchen was backed up and ruined the base cabinet and the bathroom floor tiles are coming up and need replaced. Those are just a few of the items that he has been running into as he goes through the department. He also stated that he will have Jeff Cunningham give a price to take the glass out in the front entrance and replace with safety glass.

Marshal Mercer asked the council to purchase a program from Pace Scheduler for scheduling for the department. The cost of this is \$1,600.00 per year, which will be paid for from regular operating funds. Nate Burnett asked if they can see a demonstration of how this works. Marshal Mercer stated that he can set up a demonstration.

Marshal Mercer reported the Report Management System needs to be updated. He would like to go to a different level of report management that includes evidence chain of custody. Currently they have to create a paper trail for chain of custody for evidence and that has not been working. The update will allow the officers to create a chain of custody right in the report itself. He is awaiting a call from RMS for the cost of this.

Marshal Mercer asked the council to re-join Shadowhouse for Jujitsu training only. The cost is \$5,000.00 per year, to be paid for from regular operating budget. Nate Burnett made a motion to allow the police officers to re-join Shadowhouse training for Jujitsu training only. Olga Pothorski, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Clerk Treasurer Mercer stated that all of the known costs that have been brought to the council at this meeting come to \$18,161.00 and that does not include the unknown costs of the car cage, Axon cameras and charging station, and RMS level change. The cost to mark the truck will be a few hundred dollars. Michael Albert made a motion to use \$30,000.00 from the ARP fund to purchase all of the items mentioned at this meeting as well as other department needs (except for the K9 program). Nate Burnett, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

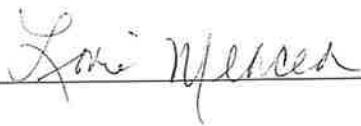
Nate Burnett made a motion to hire the two new officers that were interviewed for the vacant positions as lateral transfers and will be paid at the first-class patrolman rate. Olga Pothorski, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to adopt Resolution 2023-2, Transfer of Funds. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to enter into a basic engineering services agreement with McMahon Engineering for the water/wastewater projects. Deborah Kelly, second. Roll Call: Burnett, yes; Pothorski, yes; Bechinske, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to adjourn at 6:42 pm. Olga Pothorski, second. Motion carried.

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



ORDINANCE No.: 2023-1

AN ORDINANCE OF THE TOWN COUNCIL OF WESTVILLE, LAPORTE COUNTY, INDIANA, AMENDING ORDINANCE NO. 2022-7 ENTITLED "SALARY ORDINANCE FOR THE YEAR 2023"

WHEREAS, on September 19, 2022 the Town Council of the Town of Westville, LaPorte County, Indiana (the "Town Council") adopted Ordinance No. 2022-7 entitled "Salary Ordinance for the Year 2023"; and

WHEREAS, Ordinance No. 2022-7 established the salaries and other compensation to be paid to the employees of the Town of Westville, LaPorte County, Indiana (the "Town"), in 2023; and

WHEREAS, the Town Council is desirous of adopting this Ordinance to amend Ordinance 2022-7 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 2022-7 SHALL BE AMENDED TO READ AS FOLLOWS:

Section 1. Page 2 of Ordinance No. 2022-7 is hereby revised and amended to state as follows:

GENERAL FUND
Police Department

	<u>ANNUAL</u>	<u>PER PAY</u>	<u>HRLY</u>
Town Marshal (1)	\$59,428.20	\$2,285.70	
Chief Deputy (1)	\$54,428.40	\$2,093.40	
Detective (1)			
Patrol Sergeant (1)			
Resource Officer (1)			
First Class Deputy	\$49,157.94	\$1,890.69	
After completion of 1 st year from hiring date and at the Marshal's discretion. A recommendation from the Marshal and approval from the Town Council. (Five Deputies Max)			

Probationary Deputy (First Year) \$41,200.38 \$1,584.63
Part-Time Police Officer \$40.00
Records Clerk (2 – PT or FT)

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

Section 2. Except as expressly modified by this Ordinance all other parts or provisions of Ordinance 2022-7 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.





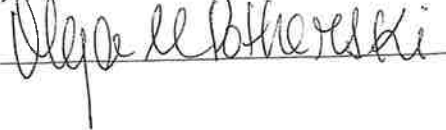
Section 4. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. It is provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the ordinances or parts of ordinances are hereby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

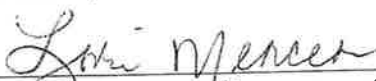
Section 6. All of which is Ordained by the Town Council of the Town of Westville, LaPorte County, Indiana by a vote of 5-0 of all members present and voting this 19th day of January, 2023.

WESTVILLE TOWN COUNCIL

BY:

ATTEST:


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

System and Network Security

Mark Swanson <mark@brainstormcomputers.com>

Fri 1/13/2023 12:04 PM

To: Lori Mercer <lori.mercer@westville.us>

Cc: Darin Mercer <darin.mercer@westville.us>; Amy Martin <amy@brainstormcomputers.com>

Lori,

We're working on a proposal for the Police department to handle the following items:

- Hardware firewall for network security
- Perimeter system security
- Managed AV on all workstations
- Managed web protection on all workstations
- Server backup (currently in place)
- Proactive system updates (maintenance/3rd party updates/OS updates)
- Vulnerability scanning and remediation
- Proofpoint licensing (currently in place) – email security
- Remote Help Desk
- Preferred scheduling and rates
- 365 additional hardening/best practice security

Lots of ways to say implementing best practices for system network security and becoming a proactive resource to resolve issues.

Since the town and Police share an internet connection and a 'firewall' I believe there are some cost savings that we could implement to address both agencies.

Before I go through the quoting process, here are the rough numbers:

Network Security and Maintenance only for the Police \$710/mo

Network Security and Maintenance only for the Town \$581/mo

Total would be - \$1291/mo if handled separately

However, by combining both entities under a single firewall / pooling offsite storage resources and backing up both servers offsite / and general consolidation of servicing resources to maintain all units in both entities we could bring that total down to \$890/mo which would handle all of the above items for both. So 50/50 split would be \$445/each or split it 70/30 since the Police have more units. Keep in mind these include items you are already paying for so you would eliminate some costs as well (Police server maintenance and backup is included in the above - [current \$186/mo would go away since it is included] / town email and 365 security - [~\$65/mo would be enveloped as well])

Implementing security into both offices I think should be a priority – along with getting the town server backed up offsite.

Lori- thoughts on this? I'll just work on a quote for the police unless you think this makes sense to bundle the two-

Thanks

Mark

RESOLUTION #2023-2
TRANSFER OF FUNDS

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

Transfer Four Thousand Dollars (\$4,000.00) from Appropriation #1101002311
(Legal Services) GEN FUND to Appropriation #1101002134 (Health Ins) GEN
FUND.

PASSED AND ADOPTED THIS 19th DAY OF JANUARY 2023.

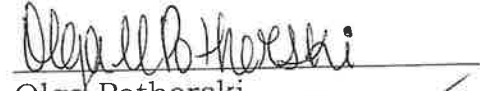
WESTVILLE TOWN COUNCIL



Michael Albert



James Bechinske



Olga Pothorski



Deborah Kelly



Nathan Burnett

ATTEST:


Lori Mercer Clerk-Treasurer

AGREEMENT
For PROFESSIONAL SERVICES

Town of Westville
100 Setser Drive
Westville, IN 46391

Date: January 19, 2023

McM. No. _____

PROJECT DESCRIPTION:

2023 General Engineering and Surveying Agreement
Town of Westville, LaPorte County, IN

SCOPE OF SERVICES:

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

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

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

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:

COMPLETION SCHEDULE:

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

- As mutually agreed upon per project.

ACCEPTANCE:

The General Terms & Conditions and the Scope of Services (Defined in the Above Agreement) are accepted, and McMAHON 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: _____

(Authorized Signature)

Title: Town Council President

Date: 1/19/2023

Phone: 219-785-2123

Email: lori.mercer@westville.us

McMAHON Associates, Inc.
Valparaiso, Indiana

By: _____

John M. Sturgill

Title: Vice President/General Manager

Date: 1/19/2023



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.

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

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

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

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

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
Land Surveyor Technician	\$80.00 - \$103.00
Surveyor Apprentice	\$66.00
Erosion Control Technician	\$88.00
Senior Hydrogeologist	\$196.00
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
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00
REIMBURSABLE UNITS:	
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

NEENAH, WISCONSIN
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Web: 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 purchased 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

If 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.