

LEGAL NOTICE

The Westville Town Council will meet in a public hearing at 7:00 p.m. (local time) on Tuesday, March 12, 2024. The public hearing will be held at Westville Town Hall located at 100 Setser Drive, Westville, Indiana 46391.

Westville Town Council

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

WESTVILLE TOWN COUNCIL

MARCH 12, 2024

MINUTES OF MEETING

The Westville Town Council held a public hearing at the Westville Town Complex Community Room, 100 Setser Drive at 7:00 p.m. Present: Michael Albert, James Bechinske, Olga Pothorski, Leann Deal, Deborah Kelly, Lori Hunt; Clerk-Treasurer, and Doug Biege, Town Attorney.

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

Michael Albert asked if there was any public comment regarding Ordinance 2024-2, an Ordinance Amending The Rates and Charges of the Sewage Works System of the Town of Westville, IN which only effects the rate for Westville Correctional Facility. There was no public comment.

Michael Albert closed the hearing at 7:01 p.m.

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

Lori Hunt _____

LD *ma*

OP

WESTVILLE TOWN COUNCIL
MARCH 12, 2024
REGULAR MEETING
100 SETSER DRIVE
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

ORDINANCE 2024-2

STREETS

DEPARTMENT HEAD REPORT

PARKS

POLICE

DEPARTMENT HEAD REPORT

FINANCE

ORDINANCE 2024-3

MISCELLANEOUS

WVFD ACTIVITY REPORT

TRASH REMOVAL BID OPENINGS

TRI-KAPPA SUNSET SOUNDS

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

WESTVILLE TOWN COUNCIL

MARCH 12, 2024

MINUTES OF MEETING

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

The Pledge of Allegiance was recited.

A motion was made by James Bechinske to approve minutes of the February, 2024 meeting. Olga Pothorski, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Kelly, yes; Albert, yes.

A motion was made by Deborah Kelly to approve claims for the month of February, 2024. Olga Pothorski, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Kelly, yes; Albert, yes.

UTILITIES

Michael Albert read Ordinance 2024-2 by title only (Rates and Charges of the Sewage Works System for the Indiana Department of Correction (IDOC), which is what the public hearing was for. Michael Albert made a motion to adopt Ordinance 2024-2. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Kelly, yes; Albert, yes.

Michael Albert stated the second amendment between the Town of Westville and the IDOC was to address the changes in the flows and the additional fees. Michael Albert made a motion to approve the second amendment between the Town and the IDOC. Deborah Kelly, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Kelly, yes; Albert, yes.

Michael Albert stated that the water project for the IDOC will be two phases but they will need water before the whole project is completed. He stated that instead of going through the State Revolving Loan Fund (SRF) the IDOC wants to have the Town do the administrative work and then the Town will invoice the IDOC every month for the costs we have and then the IDOC will pay the Town, therefore the SRF will not be involved. However, the preliminary engineering report (PER) was getting ready to be submitted to the SRF, but that has changed now. It has to be engineered now with the costs so that we can start the project. McMahon Associates is drawing up a contract to perform the work for the PER so Bowen can get going on getting water to Westville Correctional Facility (WCC). Michael Albert made a motion to approve the contract with McMahon Associates for the Phase 1 of the water project with WCC, which he will be signing once received from McMahon. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Kelly, yes; Albert, yes.

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

JB
LD
MK
D

STREETS

There was nothing to report in Streets.

PARKS

Olga Pothorski stated the Easter Egg hunt with the American Legion is underway and the Town will have someone there to be the Easter Bunny.

POLICE DEPARTMENT

Chief Corey McKinney reported the monthly stats.

Chief McKinney reported that we are currently down one officer. They are taking application as they come in. He also reported they implemented the life-vac system, a device for choking victims. All the officers are now certified for the Crisis Intervention Team. He also reported that they assisted on the missing child call on 200 South and on Saturday they assisted Michigan City with shots fired. He stated he was already up in that area so he could respond. He stated that they will always respond to calls when officer's need assistance.

FINANCE

Michael Albert read Ordinance 2024-3, Salary Ordinance Amendment in its entirety. He stated that this Ordinance was to move the part-time police officer's pay source from the General Fund to the PS LIT Fund. Michael Albert made a motion approve Ordinance 2024-3 on first reading. Deborah Kelly, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Kelly, yes; Albert, yes. Michael Albert made a motion to suspend the rules and adopt Ordinance 2024-3. James Bechinske, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Kelly, yes; Albert, yes.

MISCELLANEOUS

There was no one in attendance from the WVFD.

Michael Albert opened the trash removal bids. There was only one bid from Waste Management. The one-year option is \$16.01/month, the two-year option is \$15.25/mo for the first year and \$16.01/month for the second year, the third-year option is \$15.25/month for the first year, \$16.01/month for the second year and \$16.81/mo for the third year. Michael Albert made a motion to enter into contract with Waste Management with the three-year option. Leann Deal, second. Roll Call: Bechinske, yes; Pothorski, yes; Deal, yes; Kelly, yes; Albert, yes.

Tri-Kappa (Kathy Long) asked to use Prairie Meadow Park (PMP) shelter for their Sunset Sounds on June 14, July 12, and Aug. 9 from 6pm to around 9pm. They will have food trucks also. Michael Albert made a motion to allow Tri-Kappa to use the pavilion on June 14, July 12, and August 9 free of charge. Kathy stated that they did have a couple of issues with the Car Show hosts regarding the food truck area and their 50/50 drawings. Town council stated that they should come before the council to ask permission to use the park for their car show. Mike Albert stated that he will get a hold of Ryan. There was not a second or a roll call for this motion.

Kathy Long also mentioned that the United Methodist Church will be starting a garden at the church by the water tower. She asked if the water tower would be coming down anytime soon. Michael Albert stated that it will probably be demolished this year, but we can work around the garden and schedule it for later in the year.

CITIZENS COMMENTS

ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL

A motion to adjourn was made by Michael Albert at 7:24 pm. Deborah Kelly, second.
Motion carried.

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

Lori Hunt



Town of Westville
February Monthly Report of Operations
Prepared By: Nathan Howell
March 12, 2024

WATER

New Items

1. The lead water service inventory project is proceeding. Lori and staff have completed entering addresses into the 120 Water template. We have met with the Alliance of Rural Water and have a better understanding of the project. Letters will need to be sent to homeowners asking their assistance in documenting service material.
2. There is a leaking water valve on Plain Street which was caused when we exercised the valves prior to repairing the broken valve. The valve has not stopped leaking as of yet. We will evaluate it in two weeks and replace it if necessary.
3. We have spent a considerable amount of time with the design and planning of the new water plant and water main project.

Old Items

1. GIS – Limited progress has been made.

WASTEWATER

New Items

1. We are planning to upgrade the Coulter Road and Westville Estates Lift Stations this summer.
2. We started receiving Alum from a different distributor. It is less costly, and we can get it in more manageable quantities. We are also pricing the polymer to see if they are competitive.

Old Items

1. The Nash Finch Lift Station flow meter has been installed. It needs to be started up by Gasvoda. Bowen has completed the manhole installation but needs to pour the concrete pad for a future generator. We have given approval to Superior Pumping to install a slightly used control panel at the Nash Finch Lift Station. The panel will cost \$6,000. A new unit similar to it will be over \$10,000.
2. 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.

3. We were involved with the sewer connection to the duplex built on Flynn Road across from the grocery store - No progress has been made.
4. The Coulter Road force main will need to be replaced. We have several ideas for this.
5. 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.
6. The WWTP improvements are about 95% complete. Everything is operational except for the effluent reuse system. The new sewer installation to the WCC facility is proceeding.

Town of Westville - Operational Summary for the Wastewater Treatment Plant

Influent

2024	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	21,288,940	840,000	584,000	686,740	81	460	129	747	14.2	81.4	3.1	17.8
February	20,784,300	839,000	610,000	716,700	92	554	153	920	13.6	78.4	2.8	16.7
March												
April												
May												
June												
July												
August												
September												
October												
November												
December												

Effluent

2024	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	21,226,000	868,000	571,000	684,71	2.3	97.2	5	96.1	.58	81.3	.02	99.8
February	20,414,000	808,000	610,000	703,900	2.7	97.1	4.3	97.2	.53	88	.14	99
March												
April												
May												
June												
July												
August												
September												
October												
November												
December												

Town of Westville – Operational Summary for the Water Treatment Plant

Month Ending	Total Monthly Flow	Maximum Daily Flow	Minimum Daily Flow	Average Daily Flow	Chlorine Usage (lbs.)	Fluoride Usage (lbs.)
01/31/24	4,641,000	279,700	77,700	149,200	68	0
02/28/24	4,428,800	222,500	79,500	152,700	68	0
03/31/24						0
04/30/24						0
05/31/24						0
06/30/24						0
07/31/24						0
08/31/24						0
09/30/24						0
10/31/24						0
11/30/24						0
12/31/24						0

SECOND AMENDMENT TO WASTEWATER TREATMENT AGREEMENT
BETWEEN THE TOWN OF WESTVILLE, INDIANA
AND THE INDIANA DEPARTMENT OF CORRECTION

This Second Amendment to Wastewater Treatment Agreement (the "Second Amendment") is made as of this 12th day of March, 2024, by and between the Town of Westville, Indiana (the "Town") and the Indiana Department of Correction (the "IDOC", together with the Town, the "Parties"), on the following terms and conditions:

RECITALS

WHEREAS, the Parties entered into that certain Wastewater Treatment Agreement Between the Town of Westville, Indiana and the Indiana Department of Correction, executed by the Parties on October 23, 2020 (the "Original Contract"), as amended by that certain First Amendment to Wastewater Treatment Agreement between the Town of Westville, Indiana and the Indiana Department of Correction, executed by the parties on December 2, 2021 (the "First Amendment", together with the Original Contract, the "Contract"); and

WHEREAS, pursuant to the Contract, the Westville Correctional Facility (the "Correctional Facility") is obligated to pay a minimum monthly charge of \$121,545 (estimated) which is based on a minimum monthly flow of 13,687,500 gallons; and

WHEREAS, since the execution of the Contract, the Parties have been advised that due to a miscalculation in the rates to be charged the Correctional Facility for service, the actual minimum monthly charge should be \$130,603 (estimated) based upon a minimum monthly flow of 15,603,750 gallons at a monthly flow rate of \$8.37 per 1,000 gallons which should have been effective as of December 1, 2023; and

WHEREAS, the Parties have been further advised that the Town has billed the Correctional Facility for the months of December, 2023 to March, 2024, and that is necessary to provide for the Town to provide corrected, true-up, bills for such months to the Correctional Facility based upon the corrected rate as provided above;

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the IDOC agree as follows:

1. The second and third paragraph of Section 2 b) of the Original Contract, as amended by the First Amendment, on page 3 of 14 thereof is hereby amended and restated as follows:

"At the current rates and charges and upon the commencement of service, the amount to be paid by the State for sewer services shall be based on measured use applied to the rate per 1,000 gallons as follows:

Sewer Charge per 1,000 Gallons: \$8.37

The Correctional Facility shall pay a minimum monthly charge in the amount of \$130,603 (estimated) which is based on 15,603,750 gallons per month. All usage in excess of 15,603,750 gallons shall be assessed at the sewer charge per 1,000 gallons stated above. This does not include additional charges should the effluent exceed CBOD and/or TSS, ammonia standards established by the Town for all customers. In addition, commencing with the first month the Correctional Facility receives a bill for service from the Town's sewage works and continuing thereafter for a period of five (5) years, the Correctional Facility shall receive from the Town a flat credit per month of \$12,167 (total credit over five (5) years of \$730,020)."

2. A new paragraph is added to the end of Section 2 b) of the Original Contract on page 3 of 14 thereof as follows:

"For the billing periods of December, 2023 to March, 2024, the Town shall provide corrected billings to the Correctional Facility correcting the original bills to reflect billing based upon a minimum monthly charge in the amount of \$130,603 per month. The corrected billings shall reflect the additional amounts due by the Correctional Facility to the Town in each such month which the Correctional Facility shall pay within the time period allowed for the payment of sewer billings provided by the Town."

3. Authority. Each undersigned person executing this Second Amendment on behalf of the respective Parties represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of such Party to execute and deliver this Second Amendment; (b) he or she has full capacity, power and authority to enter into and carry out this Second Amendment; and (c) the execution, delivery and performance of this Second Amendment have been duly authorized by the such Party.

4. General. The terms and provisions of this Second Amendment shall be governed and construed in accordance with the internal laws of the State of Indiana. The captions and section numbers shall not be considered in any way to effect the interpretation of this Second Amendment. The Parties agree that, except as modified by this Second Amendment, the Contract remains in full force and effect in accordance with its terms. In the event of any conflict between this Second Amendment and the Contract, the terms of this Second Amendment shall control.


5. Electronic Signatures. In accordance with the terms of the Contract, this Second Amendment may be executed by the Parties utilizing an electronic signature.

6. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Town and IDOC have caused this Second Amendment to be executed as of the day and year first written above.

“TOWN”

TOWN OF WESTVILLE, INDIANA

By: 
Printed Name: Michael Albert
Title: Town Council President

“IDOC”

INDIANA DEPARTMENT OF CORRECTION

By: _____
Printed Name: _____
Title: _____

ORDINANCE NO. 2024- 2

**AN ORDINANCE AMENDING THE RATES AND CHARGES
OF THE SEWAGE WORKS SYSTEM OF THE TOWN OF
WESTVILLE, INDIANA**

WHEREAS, the Town of Westville, Indiana (the “Town”) has established, acquired and financed its sewage works pursuant to Indiana Code 36-9-23, as amended (the “Act”), for the purpose of providing for the collection, treatment and disposal of sewage from inhabitants in and around the Town; and

WHEREAS, the current rates and charges of the sewage works are set forth in Ordinance No. 92-4 of the Town, as amended by Ordinance Nos. 2002-10, 2014-4 and 2023-8 of the Town (collectively, the “Existing Rate Ordinances”); and

WHEREAS, Baker Tilly Municipal Advisors, financial advisors of the Town, has prepared a rate report concerning the current rates and charges of the sewage works in connection with the service to the Westville Correctional Facility (the “WCF”) as a sewage works customer (the “Report”); and

WHEREAS, based upon the Report, the Council finds that the current rates and charges for the use of and service rendered by the sewage works to the WCF must be adjusted to provide sufficient revenues for the functioning of the sewage works, including legal expenses, maintenance costs, operating charges, repairs, lease rentals and interest charges on bonds or other obligations of the sewage works, to provide a sinking fund for the liquidation of indebtedness, and to provide adequate funds to be used as working capital and funds for making extensions and replacements and to make payments in lieu of taxes; and

WHEREAS, the Council finds, based upon the Report, that the current rates and charges for the use of and service rendered by the sewage works must be adjusted to align the revenue requirements of the sewage works taking into account the service provided to the WCF as a sewage works customer; and

WHEREAS, the Council finds that the rates and charges set forth herein are based upon the cost of providing service to the customers of the sewage works and will enable the Town to continue meeting its legal revenue requirements for the sewage works; and

WHEREAS, the Council has caused notice of a public hearing on the rates and charges set forth herein to be duly advertised and mailed, and has held a public hearing thereon, all pursuant to the Act;

NOW THEREFORE, be it ordained by the Town Council of the Town of Westville, Indiana that:

Section 1. Section 1 of the Existing Rate Ordinances are hereby amended and restated in its entirety as follows:

METERED CUSTOMERS

Sewer Utility Rate Schedule

Rate per 1,000 gallons \$8.37
There are no rate levels for the sewer utility; all customers pay the same rate per gallon.

The minimum charge per month for the use of and service rendered by the sewage works shall be based upon meter size as follows:

<u>Meter Size</u>	<u>Estimated Usage</u>	<u>Monthly Rate</u>
5/8" – 3/4"	2,500 gallons	\$ 20.93
1"	3,000 gallons	25.11
1 1/2"	4,500 gallons	37.67
2"	6,000 gallons	50.22
3"	7,500 gallons	62.78

Westville Correctional Facility

Minimum Monthly Charge \$130,603.00*

Monthly credit \$12,167.00**

* Based upon annual WCF flow charges of \$1,567,241

** Credit will remain in effect for five years beginning with the first month of service to the WCF

Section 2. All ordinances and parts of ordinances in conflict herewith are hereby repealed. To the extent not amended hereby, the Existing Rate Ordinances shall remain in full force and effect.

Section 3. In the event any one or more of the provisions contained in this ordinance should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and shall remain in full force and effect.

Section 4. This ordinance shall be in full force and effect from and after its passage.

Adopted this 12th day of March, 2024.

TOWN COUNCIL TOWN OF
WESTVILLE, INDIANA

Michael Hunt

President

Jan Phillips

Vice-President

Shel Akely

Member

Leann Deal

Member

Olga B. Koleski

Member

Attest:

Lori Hunt

Lori ~~Mercer~~, Clerk-Treasurer
HUNT

ORDINANCE No.: 2024-3

AN ORDINANCE OF THE TOWN COUNCIL OF WESTVILLE, LAPORTE COUNTY, INDIANA, AMENDING ORDINANCE NO. 2023-11 ENTITLED "SALARY ORDINANCE AMENDMENT FOR THE YEAR 2024"

WHEREAS, on December 12, 2023 the Town Council of the Town of Westville, LaPorte County, Indiana (the "Town Council") adopted Ordinance No. 2023-11 entitled "Salary Ordinance for the Year 2024"; and

WHEREAS, Ordinance No. 2023-11 states the fund that the part-time police officers of Town of Westville, LaPorte County, Indiana (the "Town") are to be paid from in 2024; and

WHEREAS, the Town Council is desirous of adopting this Ordinance to amend Ordinance 2023-11 to change the fund of which the Part-Time Police Officers are to be paid.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTVILLE, LAPORTE COUNTY, INDIANA, THAT ORDINANCE 2023-11 SHALL BE AMENDED TO READ AS FOLLOWS:

Section 1. Page 2 of Ordinance No. 2023-11 is hereby revised and amended to state as follows:

GENERAL FUND
Police Department

Part-time Police Officer pay will be removed from the GENERAL FUND and it will be added to the PUBLIC SAFETY LIT FUND.

LIT PUBLIC SAFETY FUND	HOURLY
Part-Time Police Officer	\$25.00 - \$40.00

Section 2. Except as expressly modified by this Ordinance all other parts or provisions of Ordinance 2023-11 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 12th day of March, 2024.

WESTVILLE TOWN COUNCIL

BY:

Wahid Akbar
James P. ...
Deborah Kelly
Leann Deal
Olga Potholster

ATTEST:

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

Residential Solid Waste, Refuse

**CONTRACTOR (BIDDER'S) NAME: Waste Management
(1) Year Option**

	Automation Collection
	Price per month to collect and dispose of Solid Waste, Refuse, and to provide one +/-96-gallon wheeled garbage/refuse cart
Contract Year	Total per residential unit/month
Year 1	\$16.01

- Price included in rate above for Town garage, water plant and wastewater treatment plant at various locations.
- Yard Waste will continue to be handled as is and picked up with trash.
- Large Items: WM will include (1) large item per week from residential units at no extra charge. Residents will need to contact WM in advance to schedule this pickup.

**CONTRACTOR (BIDDER'S) NAME: Waste Management
(2) Year Option**

	Automation Collection
	Price per month to collect and dispose of Solid Waste, Refuse, and to provide one +/-96-gallon wheeled garbage/refuse cart
Contract Year	Total per residential unit/month
Year 1	\$15.25
Year 2	\$16.01

- Price included in rate above for Town garage, water plant and wastewater treatment plant at various locations.
- Yard Waste will continue to be handled as is and picked up with trash.
- Large Items: WM will include (1) large item per week from residential units at no extra charge. Residents will need to contact WM in advance to schedule this pickup.

**CONTRACTOR (BIDDER'S) NAME: Waste Management
(3) Year Option**

	Automation Collection
	Price per month to collect and dispose of Solid Waste, Refuse, and to provide one +/-96-gallon wheeled garbage/refuse cart
Contract Year	Total per residential unit/month
Year 1	\$15.25
Year 2	\$16.01
Year 3	\$16.81

- Price included in rate above for Town garage, water plant and wastewater treatment plant at various locations.
- Yard Waste will continue to be handled as is and picked up with trash.
- Large Items: WM will include (1) large item per week from residential units at no extra charge. Residents will need to contact WM in advance to schedule this pickup.

LEGAL NOTICE

The Westville Town Council will meet in a special meeting at 5:00 PM (local time) on March 27, 2024. 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
SPECIAL MEETING
MARCH 27, 2024
100 SESTER DRIVE
5:00 P.M.

AGENDA

POLICE COVERAGE

MOU WITH MSD OF NEW DURHAM TWSHP/CROSSING GUARD

WESTVILLE TOWN COUNCIL

MARCH 27, 2024

MINUTES OF MEETING

The special meeting of the Westville Town Council was held at the Town Hall, 100 Setser Drive at 5:00 p.m. Present: Michael Albert, James Bechinske, Deborah Kelly, Leann Deal, Lori Mercer, Clerk-Treasurer.


Absent: Olga Pothorki, Doug Biege, Town Attorney

Michael Albert opened the meeting at 5:00 pm. Michael Albert read the Memorandum of Understanding (MOU) between Westville High School and the Town. He stated there are no changes to this from the prior MOU's and this MOU will be for the school years of 2023-2024 and 2024-2025. Michael Albert made a motion to approve the MOU between the Town and the school. James Bechinske, second. Roll Call: Bechinske, yes; Deal, yes; Kelly, yes; Albert, yes.

Michael Albert stated that due to the shortage on the police department staff, we have been looking into temporary paid overtime for the police officers. Chief Deputy Matt Wolfe was in attendance due to Marshal McKinney being on a service call. Deborah Kelly asked Chief Deputy Wolfe if they have gotten any applications yet. Chief Deputy Wolfe stated that they have received a few and have a couple of possibilities but one of the applicants was a peace officer in New York and they are waiting to see if ILEA will transfer the applicants training to Indiana. Clerk-Treasurer Lori Hunt presented the council with emails from the State Board of Accounts as well as the Town attorney, Doug Biege, with information regarding the FLSA guidelines and whether Marshal McKinney would be eligible to receive overtime compensation. The Council reviewed the emails and concluded that this would be acceptable. Marshal McKinney returned from his service call and joined the meeting. He explained where they are in the application process a little more in depth and is hopeful that at least one of the candidates will be a good fit to the department. He also stated that he will utilize part-time staff first as much as possible. Clerk-Treasurer Hunt stated that due to this staff shortage, the part-time budget of \$8,000.00 will be used up very soon and we will have to amend the salary ordinance again at that time to allow for more funds to go toward part-time and to move that line item from the PSLIT fund to the General Fund since the PSLIT fund has no wiggle room to expand the part-time budget. Michael Albert suggested the temporary part-time compensation be for 60 days beginning April 7, 2024 and ending June 1, 2024 at which time we will revert to Salary Ordinance 2023-11. Council agreed. Michael Albert read Ordinance 2024-4, Salary Ordinance Amending Salary Ordinance 2023-11 in its entirety. Michael Albert made a motion to approve Salary Ordinance 2024-4 on the first reading. James Bechinske, second. Roll Call: Bechinske, yes; Deal, yes; Kelly, yes; Albert, yes. Michael Albert made a motion to suspend the rules and adopt Salary Ordinance 2024-1. James Bechinske, second. Roll Call: Bechinske, yes; Deal, yes; Kelly, yes; Albert, yes.

Michael Albert made a motion to adjourn at 5:35 pm. James Bechinske, second. Motion carried.

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



*Video recording of this meeting is unavailable due to technical difficulties.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement"), having been entered into this 13 day of March, 2024, by and between the TOWN OF WESTVILLE, ("Town") and the METROPOLITAN SCHOOL DISTRICT OF NEW DURHAM TOWNSHIP ("School District"), (collectively referred to as the "Parties") is intended by the Parties to document and otherwise memorialize certain agreements and understandings that have reached between the Parties relating to School District's financial participation in the Town's employment of crossing guard to assist the students in crossing Highway 421 at Main Street.

The agreement of the Parties can be memorialized as follows:

1. This Agreement shall become effective on the date of execution ("Effective Date") and shall remain in full force and effect until the completion on the 2023/2024 school year.
2. During the term of this Agreement, the Town shall employ a crossing guard to assist students in crossing Highway 421 at Main Street. Said Guard shall at all times be an employee of the Town and the Town shall be responsible for paying the Guard's wages. The Parties agree that the Guard will be available to assist students in crossing Highway 421 from 7:30 a.m. until 8:00 a.m. and from 2:30 p.m. until 3:00 p.m., for a maximum one (1) hour per day, on regular school days. The Town hereby specifically reserves the right to alter the aforementioned hours of the Guard on half-days and other times as the Town deems necessary.
3. The Guard shall be paid \$20.00 per day only when school is in session. The guard will submit a time card to the Westville Town Clerk's office at the end of each pay period.
4. The Parties agree that the School District will financially participate in the costs associated with employing the crossing guard ("Guard") for the 2023/2024 and 2024/2025 school year. The School District shall contribute one-half of the employee's wages, which shall be invoiced quarterly and paid by the school district upon receipt.
5. This Agreement shall not be amended, altered or modified unless done so in writing, signed by both parties.
6. This Agreement shall be interpreted under the laws of the State of Indiana, without regard to any conflict of laws provision. Any action to enforce any provision of this Agreement shall be filed in the state courts of Laporte County.

ALL OF WHICH having been memorialized and acknowledged by the Parties pursuant to this Memorandum of Understanding on the date first appearing hereon.

TOWN OF WESTVILLE

By: Michael Albert

Its: Council President

**METROPOLITAN SCHOOL DISTRICT
OF NEW DURHAM TOWNSHIP**

By: John Wm

Its: Superintendent



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

Fact Sheet #8: Law Enforcement and Fire Protection Employees Under the Fair Labor Standards Act (FLSA)

Revised March 2011

This fact sheet provides general information concerning the application of the FLSA to law enforcement and fire protection personnel of State and local governments.

Characteristics

Fire protection personnel include firefighters, paramedics, emergency medical technicians, rescue workers, ambulance personnel, or hazardous materials workers who:

1. are trained in fire suppression;
2. have the legal authority and responsibility to engage in fire suppression;
3. are employed by a fire department of a municipality, county, fire district, or State; and
4. are engaged in the prevention, control and extinguishment of fires or response to emergency situations where life, property, or the environment is at risk.

There is no limit on the amount of nonexempt work that an employee employed in fire protection activities may perform. So long as the employee meets the criteria above, he or she is an employee "employed in fire protection activities" as defined in section 3(y) of the FLSA.

Law enforcement personnel are employees who are empowered by State or local ordinance to enforce laws designed to maintain peace and order, protect life and property, and to prevent and detect crimes; who have the power to arrest; and who have undergone training in law enforcement.

Employees engaged in law enforcement activities may perform some nonexempt work which is not performed as an incident to or in conjunction with their law enforcement activities. However, a person who spends more than 20 percent of the workweek or applicable work period in nonexempt activities is not considered to be an employee engaged in law enforcement activities under the FLSA.

Coverage

Section 3(s)(1)(C) of the FLSA covers all public agency employees of a State, a political subdivision of a State, or an interstate government agency.

Requirements

Hours of work generally include all of the time an employee is on duty at the employer's establishment or at a prescribed work place, as well as all other time during which the employee is suffered or permitted to work for the employer. Under certain specified conditions time spent in sleeping and eating may be excluded from compensable time.

The FLSA requires that all covered nonexempt employees be paid the statutory minimum wage of not less than \$7.25 per hour effective July 24, 2009.

The FLSA requires that all covered nonexempt employees be paid overtime pay at no less than time and one-half their regular rates of pay for all hours worked in excess of 40 in a workweek.

Section 13(b)(20) of the FLSA provides an overtime exemption to law enforcement or fire protection employees of a public agency that employs less than five employees during the workweek in law enforcement or fire protection activities.

Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime under such a plan after 106 hours worked during a 14-day work period, while law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

Under certain prescribed conditions, a State or local government agency may give compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, in lieu of cash overtime compensation. Employees engaged in police and fire protection work may accrue up to 480 hours of compensatory time.

An employee must be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the agency.

At the time of termination an employee must be paid the higher of (1) his or her final regular rate of pay or (2) the average regular rate during his or her last three years of employment for any compensatory time remaining "on the books" when termination occurs. For more information on state and local governments under the FLSA, see [Fact Sheet #7](#).

No covered employer may employ any minor in violation of the youth employment provisions of the FLSA. The Act establishes specific provisions concerning prohibited occupations and/or hours of employment of minors under age 18.

Covered employers must make, keep and preserve payroll-related records as described by regulations [29 CFR Part 516](#).

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website:

<http://www.dol.gov/agencies/whd> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.



The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

RE: FLSA Guidelines on Marshal

SBOA Cities.Towns <Cities.Towns@sboa.IN.gov>

Tue 3/26/2024 1:54 PM

To: Joshleen Denham <joshleen.denham@westville.us>; SBOA Cities.Towns <Cities.Towns@sboa.IN.gov>

Cc: Lori Hunt <lori.hunt@westville.us>

Joshleen:

(1) The Fair Labor Standards Act (FLSA) sets out minimum requirements for paying overtime to certain personnel. While the FLSA *requires* employers to pay overtime to certain employees, the FLSA does not *prohibit* a unit from opting to pay overtime to personnel who are not legally entitled to overtime—such as a police chief. For general information on the FLSA, executive employees, and law enforcement personnel, please review Department of Labor FLSA factsheets on the Department of Labor's website. You may find the factsheets on the [executive exemption](#) and [law enforcement personnel](#) particularly helpful.

(2) Note importantly, though, that per state code and the uniform compliance guidelines, any compensation paid to the Town's police chief, including overtime, must be consistent with the Town's salary ordinance. IC 36-5-3-2(b). If the current salary ordinance does not allow the police chief to earn overtime, the salary ordinance would need to be amended by the town council to allow overtime payments to the police chief.

Michael Rouker, Attorney

Indiana State Board of Accounts
302 West Washington Street
Indianapolis, IN 46204

From: Joshleen Denham <joshleen.denham@westville.us>**Sent:** Tuesday, March 26, 2024 1:02 PM**To:** SBOA Cities.Towns <Cities.Towns@sboa.IN.gov>**Cc:** Lori Hunt <lori.hunt@westville.us>**Subject:** FLSA Guidelines on Marshal

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Good Afternoon,

We are currently in need of information/interpretation of the FLSA Guidelines regarding paying a Marshal overtime.

The police department employs 5 officers and we are currently down 2, leaving 3 officers to cover the shifts. The marshal is paid a salary as well as the other officers. We did reach out to our attorney and this is what he said

" The only thing I can find is 36-8-4-8 which dictates the maximum number of hours that an officer can work in a week. In that code section, the police chief is excluded from the restriction. I can only assume that the police chief would be excluded from the overtime requirement also"

Can we still pay him overtime during this time when we are down on officers and have shifts that desperately need to be covered?

Respectfully,

Joshleen M. Denham
Deputy Clerk
Town of Westville
219-785-2123

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

RE: FLSA

Doug Biege <dlbiege@dbselaw.com>

Mon 3/25/2024 9:44 AM

To: Lori Hunt <lori.hunt@westville.us>

Lori,

The only thing I can find is 36-8-4-8 which dictates the maximum number of hours that an officer can work in a week. In that code section, the police chief is excluded from the restriction. I can only assume that the police chief would be excluded from the overtime requirement also.

Douglas L. Biege

Drayton, Biege, Sirugo and Elliott, LLP

820 Jefferson Avenue

LaPorte, Indiana 46350

(219) 362-7575

Fax (219) 325-0284

dlbiege@dbselaw.com

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From: Lori Hunt <lori.hunt@westville.us>

Sent: Friday, March 22, 2024 11:58 AM

To: Doug Biege <dlbiege@dbselaw.com>

Subject: FLSA

Hi Doug. Quick question. The council may be considering paying OT to the police officers while we are short staffed. I know I will have to amend the salary ordinance to reflect this, but per FLSA, the marshal would be exempt from OT. Is this something the council can waive and pay him OT? I have been looking over some information about this and when it comes to police and fire, it gets complicated so I just need some clarification on whether or not Corey would be allowed to get paid OT.

Thanks

Lori Hunt, IAMC

Clerk-Treasurer

Town of Westville

100 Setser Drive

Westville, IN 46391

Phone: 219-785-2123

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ORDINANCE No.: 2024-4

AN ORDINANCE OF THE TOWN COUNCIL OF WESTVILLE, LAPORTE COUNTY, INDIANA, AMENDING ORDINANCE NO. 2023-11 ENTITLED "SALARY ORDINANCE FOR THE YEAR 2024"

WHEREAS, on December 12, 2023 the Town Council of the Town of Westville, LaPorte County, Indiana (the "Town Council") adopted Ordinance No. 2023-11 entitled "Salary Ordinance for the Year 2024"; and

WHEREAS, Ordinance No. 2023-11 established the salaries and other compensation to be paid to the employees of the Town of Westville, LaPorte County, Indiana (the "Town"), in 2024; and

WHEREAS, the Town Council is desirous of adopting this Ordinance to amend Ordinance 2023-11 to allow for temporary overtime compensation for the Town Marshal, Chief Deputy, and First Class Patrolman. Current annual salaries will remain the same, however any hours worked between 80 and 86 will be paid at straight time. Any hours more than 86 will be paid at the time-and-a-half rate as listed below, per the FLSA guidelines.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTVILLE, LAPORTE COUNTY, INDIANA, THAT ORDINANCE 2023-11 SHALL BE AMENDED TO READ AS FOLLOWS:

Section 1. Page 2 of Ordinance No. 2023-11 is hereby revised and amended to state as follows:

GENERAL FUND AND LIT PUBLIC SAFETY FUND (PSLIT)
Police Department

	<u>ANNUAL</u>	<u>GEN PER PAY</u>	<u>PSLIT PER PAY</u>
Town Marshal (1)	\$66,000.22	\$2,285.70	\$252.77
Chief Deputy (1)	\$61,000.16	\$2,093.40	\$252.76
First Class Deputy	\$56,000.10	\$1,890.69	\$263.16

**The 8% retirement program will only apply to the current annual salary.

GENERAL FUND

	<u>HOURLY STRAIGHT TIME RATE</u>	<u>HOURLY OVER TIME RATE</u>
Town Marshal (1)	\$31.73	\$47.59
Chief Deputy (1)	\$29.32	\$43.98
First Class Deputy	\$26.92	\$40.38

Section 2. Except as expressly modified by this Ordinance all other parts or provisions of Ordinance 2023-11 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 effective April 7, 2024 and will end June 1, 2024 at which time page 2 of Ordinance 2023-11 will be back in full effect, unless otherwise agreed upon by the Town Council.


Section 6. All of which is Ordained by the Town Council of the Town of Westville, LaPorte County, Indiana by a vote of 4-0 of all members present and voting this 27th day of March, 2024.


WESTVILLE TOWN COUNCIL

BY:









ATTEST:



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