



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, November 19, 2025 at 1:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF BOARD OF PUBLIC WORKS

Nick Barbknecht, President | Mayor Appointed | 1-year term | 1/1/25-12/31/25

Chuck Lehman, Vice President | Mayor Appointed | 1-year term | 1/1/25-12/31/25

Mayor Scott Willis, Board Member | Mayor | 4-year term | 1/1/24-12/31/27

OPENING OF REGULAR MEETING

Note the presence of a quorum

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – October 15, 2025

CONTRACTS/AGREEMENTS

Action Item #2:

- City of Westfield Contract Award Recommendation – 2026-2028 Snow Removal RFP

Action Item #3:

- Crossroad Engineers, PC & City of Westfield – Jersey Street – from Poplar to Mill Streets - Professional Services Agreement

Action Item #4:

- Signing Authority – Grand Park Boulevard & Tournament Trail Signal

Action Item #5:

- Signing Authority – 151st Street & American Lotus Drive – Raised Crosswalk

Action Item #6:

- Rundell Ernstberger Associates & City of Westfield – Jersey Street Preliminary Design – Professional Services Agreement

Action Item #7:

- Jersey 32, LLC & City of Westfield – 330 Jersey Street & 204 Jersey Street – Right of Entry Agreement

Action Item #8:

- City of Westfield - 2026 Personnel Policies, Procedures & Benefits Manual

RESOLUTIONS

Action Item #9:

- Resolution 25-158 - A Resolution of the City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Transfer Pursuant to Westfield Police Department General Order 26.1.2 – Officer Song Kang

Action Item #10:

- Resolution 25-162 - A Resolution of the City of Westfield Board of Public Works & Safety to Proceed with the Selection of Construction Manager as Contractor (CMc) Services for the Jersey Street Reconstruction Project.

CONSENT AGENDA

- Grand Park Boulevard & Tournament Trail Title Sheet Signatures
- Board of Public Works & Safety 2026 Schedule of Meetings & Deadlines
- November Bond Information

DEPARTMENT REPORTS

Fire

Police

Public Works

ADJOURNMENT



OPENING OF REGULAR MEETING

Nick Barbknecht called the meeting to order at 1PM

Note the presence of a quorum

Nick Barbknecht, Chuck Lehman, and Mayor Willis were present. Deputy Clerk Kim Strang and City Legal Counsel Kaitlin Glazier were in attendance.

APPROVAL OF MINUTES

Action Item #1:

- **Approval of Minutes – September 24, 2025**

Motion to approve made by: Chuck Lehman

Seconded by: Mayor Willis

Vote: Yes-3; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2:

- **GM Land and Cattle Company LLC & City of Westfield – Tournament Trail Road Impact Fee Credit Agreement**

John Nail presented. This is a road impact fee credit agreement associated with the Spring Mill Trails Market Center project, which is located between Ditch and Casey Rd. on the north side of SR32. Per the zoning of the 32 overlay, the developer is constructing an extension of tournament trail. The city typically provides road impact fee credits as a requirement to build tournament trail. The RIF credit is in the amount of \$1,199,939.67. Our engineering staff has reviewed the cost estimate, and agree with the cost of construction and would like to ask the board to approve the agreement.

Motion to approve made by: Chuck Lehman

Seconded by: Mayor Willis

Vote: Yes-3; No-0. Motion carried.

Action Item #3:

- **RFP Award Recommendation – Towing & Wrecker Services for the Westfield Police Department**

Assistant Police Chief Eric Grimes presented. Due to laws that changed on July 1, 2025, the city sent out an RFP on August 27th for towing and wrecker services. The RFPs were due September 24, and were reviewed with legal. There are three companies that are being recommended to go on their updated wrecker rotation for the police department (Bannon & Son Wrecking, Millers Towing and Transport LLC, and Paddock Wrecker Services).

The motion to approve and direct the Westfield Police Chief to issue a new rotation list for towing was made by: Mayor Willis

Seconded by: Chuck Lehman
Vote: Yes-3; No-0. Motion carried.

The motion to authorize and direct the Westfield Police Chief to execute the attached agreements was made by: Mayor Willis
Seconded by: Chuck Lehman
Vote: Yes-3; No-0. Motion carried.

Action Item #4:

• Mark & Marcia Nigh & City of Westfield – Agreed Findings & Judgment

Kaitlin Glazier presented. This is an agreed findings and judgment for an eminent domain case. This is a complaint that the city filed to acquire property owned by the Nighs. The city paid the court-appointed appraisers' amount (\$716,000) and the court-appointed appraisers' fee (\$9,600), and were able to appropriate the area. The Nigh's filed an Exception to Report of Appraisers and Request for a Jury Trial. Prior to the area being appropriated by the city, the Nigh's had incurred outstanding property taxes and related delinquencies in the amount of \$8,835.81. Per the direction of the Treasurer of Hamilton Co., the city paid the outstanding taxes on the Nighs' behalf to complete the transfer of the acquisition area. Mediation with outside legal counsel, Ms. Glazier and John Nail were successful, and an agreement was reached on the amount of compensation (\$846,335.81). The city has agreed to pay an additional \$121,500, plus the \$716,000 previously paid, and the outstanding taxes paid by the city total the agreed upon amount.

Motion to approve made by: Chuck Lehman
Seconded by: Mayor Willis
Vote: Yes-3; No-0. Motion carried.

Action Item #5:

• iBeach Holding Partners, LLC & City of Westfield – Westfield Collective Perimeter Trail – Development Agreement

John Nail presented. This agreement is regarding the iBeach Development. The development is required to construct perimeter trails along their frontage. The city has a roundabout project at 181st and Grand Park Blvd. that will be constructed next summer, and includes path work adjacent to the iBeach development. Given the city's pending construction, the city does not feel that it would be in the best interest to have them construct trails that would just be torn out with the roundabout project. The city worked with the developer to reach an agreement. The developer will pay the city \$34,691.80 to install the perimeter trails on their behalf during the construction of the roundabout.

Motion to approve made by: Mayor Willis
Seconded by: Chuck Lehman
Vote: Yes-3; No-0. Motion carried.

PUBLIC HEARING

Action Item #6:

• Garmong BOT Development 2, LLC & City of Westfield – Public-Private Agreement for the Building, Operating, & Transferring of the Westfield Police Headquarters Project

Danielle Carey-Tolan presented the BOT agreement with Garmong BOT Development 2, LLC. The GMP came in approximately \$1.1M under budget. Due to being under budget, we are able to consider some additional items we were not able to previously, like building an EOC, an outdoor area, landscaping, and a main entry monument sign.

Public Hearing Opened at: 1:15PM/No comments
Public Hearing Closed at: 1:16PM

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht
Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA

Motion to approve the consent agenda was made by: Nick Barbknecht
Seconded by: Mayor Willis
Vote: Yes-3; No-0. Motion carried.

- **Elm Real Estate Construction LLC & City of Westfield – Road Impact Fee Installment Agreement**

- **October Bond Information**

DEPARTMENT REPORTS

Fire

Chief Gaylor gave the Fire Department update.

Police

Chief Keen gave the Police Department update.

Public Works

Director Nail gave the Public Works update.

ADJOURNMENT

Mayor Willis made the motion to adjourn. Chuck Lehman seconded.
Meeting Adjourned at: 1:34 PM

Deputy Clerk

Board Member

These minutes are a summary of actions taken at the City of Westfield Board of Public Works and Safety meeting. A full video archive of the meeting is available for viewing at: <https://www.youtube.com/cityofwestfieldin>

SNOW REMOVAL SERVICES FOR THE CITY OF WESTFIELD
DEPARTMENT OF PUBLIC WORKS CONTRACT AWARD RECOMMENDATION

To: The City of Westfield Board of Public Works & Safety

From: John Nail, Director of Public Works, City of Westfield

Date: November 19, 2025

Subject: Recommendation for Award of Contract – Snow Removal Services

Background

The City of Westfield, by and through its Board of Public Works and Safety issued a Request for Proposals, titled “2026-2028 City of Westfield Snow Removal Services” (“RFP”), on October 10, 2025.

The purpose of the RFP was to solicit contractors to perform snow removal services within Westfield neighborhood subdivision streets during significant snow events.

Proposals were due on November 14, 2025. A total of three (3) proposals were received.

Evaluation Process

Proposals were reviewed and evaluated based on the criteria set forth in the RFP, including:

- A fleet of trucks and equipment adequate to perform the services required.
- Ability to respond in a timely fashion when mobilized by City
- Ability to complete all clearing within 12 hours of mobilization
- Acceptable cost on a dollar/mile basis
- Ability to provide consistent, high quality, snow removal efforts

Based on the evaluation results, **one/two contractor(s)** is being recommended to cover both the North Zone and South Zone within the City of Westfield. This contractor demonstrated the highest ability to meet the requirements of the RFP and provide reliable services that meet the City’s needs.

Recommendation

Staff recommends awarding the Snow Removal Contract for 2026-2028 to <Insert Contractor Here>. Staff also recommends that the Board of Public Works and Safety approve signing authority to John Nail to execute the Goods and Services Contract with said Contractor.

Action Requested

It is respectfully recommended that the Westfield Board of Public Works & Safety:

1. Approve the award of the 2026 – 2028 Snow Removal Services RFP to <Insert Contractor>
2. Authorize signing authority to John Nail to execute the formal Goods and Services Contract with <Insert Contractor>

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), executed as of November 19, 2025 (the "Effective Date"), by and between the City of Westfield, Indiana ("City"), and Crossroad Engineers, PC, an Indiana limited liability company ("Service Provider" and with City, the "Parties" and each a "Party"), WITNESSES:

Recitals

WHEREAS, City has determined that it is necessary or desirable to obtain the services described on Exhibit A (the "Services");

WHEREAS, Service Provider has experience in providing the Services; and

WHEREAS, City and Service Provider desire to enter into this Agreement to formalize the terms and conditions upon which Service Provider shall perform the Services;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, City and Service Provider agree as follows:

- 1. Services.** Subject to the terms and conditions of this Agreement, Service Provider shall perform the Services in accordance with the schedule set forth on Exhibit B. Service Provider shall be an independent contractor of City. The term of this Agreement shall be for the period: (a) commencing on the Effective Date; and (b) ending on the date that is 1 year thereafter, unless earlier terminated or extended in accordance with the terms and conditions of this Agreement (the "Term"). The City may terminate this Agreement without cause upon sixty (60) days prior written notice to Service Provider. In the event of such termination, Service Provider shall be entitled to receive payment for the conforming Services provided up to the date of termination.
- 2. Payment.** Service Provider's compensation for the Services shall be computed in the manner, at the rates, and on the payment schedule described on Exhibit C.
- 3. Performance.** Service Provider shall perform the Services: (a) in coordination with City; (b) in accordance with the prevailing professional standards in the Hamilton County, Indiana area for similar services; and (c) in compliance with all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, orders, and/or decrees (collectively, the "Laws"). Prior to commencing the Services, Service Provider shall: (a) obtain all permits and approvals required by the Laws; and (b) obtain, and maintain during performance of the Services, all professional licenses and certifications required by the Laws. Service Provider shall provide to City, upon request, copies of any and all such licenses and certifications. If performance of the Services requires the entry by Service Provider onto real estate not owned by City or Service Provider, then Service Provider shall be responsible for obtaining permission to enter onto such real estate. City may designate its point of contact for the purposes of this Agreement to Service Provider in writing to act on City's behalf with respect to Service Provider's performance of the Services.
- 4. Work Product.** All works of authorship fixed in any tangible medium of expression by or for Service Provider or its officers, employees, agents, or subcontractors in the course of performing the Services, including, without limitation, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports, and charts, regardless of the medium in which they are fixed, but excluding any attorney work-product and communications between Service Provider and its attorneys (collectively, the "Work Product") shall be owned by City. During the term of this Agreement, Service

Provider shall be responsible for loss or damage to the Work Product while in Service Provider's possession or control, and any such loss or damage shall be restored at Service Provider's expense. Notwithstanding anything in this Agreement to the contrary, Service Provider shall: (a) retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Service Provider prior to or acquired by or for Service Provider in the performance of the Services and/or this Agreement; and (b) retain all rights in and to all works of authorship fixed in a tangible medium of expression that were made, created, or acquired by or for Service Provider prior to the effective date of this Agreement. City acknowledges that any works, items, materials, or other matters developed, created, or invented by personnel of Service Provider or any of its officers, employees, agents, or subcontractors not substantively involved in performing the Services shall be presumed: (a) not to be Work Product; and (b) to remain the sole and exclusive property of Service Provider (or such officer, employee, agent, or subcontractor).

5. Relationship. The employees of Service Provider: (i) are (and shall be considered for all purposes to be) the employees or contractors of Service Provider; and (ii) are not (and shall not be considered for any purpose to be) the employees or contractors of City. Accordingly, City shall have no obligations or liabilities with respect to such employees, who shall look exclusively to Service Provider to discharge all obligations and duties as their employer or principal. Subject to Section 18, Service Provider shall indemnify and hold harmless City from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of Service Provider. The indemnities set forth in this Section shall survive the expiration or earlier termination of this Agreement.

6. Insurance. During its performance of the Services, Service Provider shall maintain the policies of insurance described on Exhibit D. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Service Provider shall name City as an additional insured. Service Provider shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

7. Liens. Service Provider shall not suffer or cause the filing of any mechanic's lien against City's property, or any part thereof, by reason of labor, services or materials claimed to have been performed or furnished to or for Service Provider. If any such mechanic's lien is filed against City's property, or any part thereof, then Service Provider shall cause such mechanic's lien to be discharged of record within 30 days after notice of filing by bonding, or as provided or required by law. Nothing in this Agreement shall be deemed or construed to: (a) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Service Provider; or (b) give Service Provider the right or authority to contract for, authorize, or permit the performance of any work, or the furnishing of any materials, that would permit the attaching of a mechanic's lien to City's interest in its property.

8. Remedies. Default.

(a) **Events of Default.** it shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money to the other Party, if such failure is not cured within forty-five (45) days after such payment is due and such payment is not made within such forty-five (45) day period; and (ii) with respect to any other obligation, if such failure is not cured within a 30-day period following such written notice.

(b) **General Remedies.** whenever an Event of Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect

any payments due to it under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; or (iii) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then- if permitted by applicable law- the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses, together with interest at the rate of 10% per annum.

(c) **No Remedy Exclusive.** Except as provided to the contrary in Section 8, no right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient.

(d) **Termination For Cause.** Either Party may terminate this Agreement, for cause, by delivering to the other Party a "Notice to Cease Services," upon which this Agreement shall terminate thirty (30) days after delivery of such notice.

9. Representations and Warranties.

(a) **General.** Each of Service Provider and City represents and warrants that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iii) it has been authorized by proper action to: (A) execute and deliver this Agreement; and (B) perform its obligations hereunder; and (iv) this Agreement is the legal, valid, and binding obligation of Service Provider and City, respectively.

(b) **Entity.** Service Provider represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana. City represents that it is a public body organized and existing under the State of Indiana.

10. Additional Services. If City and Service Provider agree that Service Provider shall provide services to City that are not included within the Services (the "Additional Services"), then City and Service Provider either shall: (a) amend this Agreement to include the Additional Services; or (b) enter into a new agreement with respect to the performance of the Additional Services. Until such time as there is either: (a) an amendment to this Agreement that includes the Additional Services; or (b) a new agreement with respect to the performance of the Additional Services; in either case executed by City, City shall have no obligation to compensate Service Provider for the performance of the Additional Services.

11. Assignment and Subcontracting. Service Provider shall not assign this Agreement without the prior written consent of City, which consent may be withheld in City's sole discretion. City may assign this Agreement without the prior written consent to any agency or instrumentality of the City. City otherwise shall not assign this Agreement without the prior written consent of Service Provider, which consent may be withheld in Service Provider's sole discretion. In the event that any subcontractors are engaged by Service Provider, Service Provider shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are subcontracted or delegated. City shall have no obligation whatsoever toward such persons or entities. Service Provider shall take sole responsibility for the quality and quantity of any

services rendered by such persons or entities. In the event of any assignment, subcontracting, or delegation in accordance with this Section, City or Service Provider shall remain liable to Service Provider or City, respectively, for the performance such obligations. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, official, or employee of City.

12. Nondiscrimination. In connection with the performance of this Agreement, Service Provider shall not discriminate against any employee, applicant for employment, and/or other person in the subcontracting and/or performance of the Services with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. No notice or cure period shall apply with respect to the obligation of Service Provider under this Section, and a default under this Section shall be an immediate event of default.

13. Conflict of Interest. Service Provider certifies and warrants to City that neither Service Provider nor any of its officers, agents, employees, or subcontractors who participate in the performance of any Services has any conflict of interest with City.

14. Debarment. Service Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any federal assistance program by any federal department or agency, or by any department, agency or political subdivision of the State of Indiana (the "State"). The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Service Provider. Service Provider certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5. Service Provider shall provide immediate written notice to City if, at any time after entering into this Agreement, Service Provider learns that its certifications were erroneous when submitted, or Service Provider is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to Indiana Code § 5-22-16.5, or voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein. Service Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any federal assistance programs by any federal department or agency, or by any department, agency, or political subdivision of the State.

15. Notice. All notices required to be delivered hereunder shall be in writing, and shall be deemed to have been delivered when: (a) delivered in person; (b) sent by facsimile, with electronic confirmation of receipt; or (c) sent by nationally recognized overnight carrier; in any case addressed as follows: (a) to City at: 2728 East 171st Street, Westfield, Indiana 46074; Attn: Jenell Fairman; with a copy to City of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171st Street, Westfield, Indiana 46074 and (b) to Service Provider at 115 N. 17th Avenue, Beech Grove, Indiana; Attn: Trent Newport. Either party may change its address for notice by written notice delivered to the other party as provided in this Section. Notwithstanding the foregoing, City may orally provide to Service Provider any notice required or permitted by this Agreement; provided that such notice also shall be delivered as required by this Section within 10 business days after the date of such oral notice.

16. Force Majeure. If Service Provider or City is unable to be perform, satisfy, or observe any of its respective obligations under this Agreement as a result of any cause that is not within the reasonable control of Service Provider or City, respectively, and does not result from the fault or negligence of Service Provider or City, respectively (including, without limitation, unusually inclement weather, acts of God, the unusual unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers), then: (a) such performance,

satisfaction, or observance shall be excused for the period of days that such performance, satisfaction, or observance is delayed or prevented; and (b) the deadlines for performance, satisfaction, or observance, as applicable, shall be extended for the same period.

17. Limitation of Liability. In no event shall either Party be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This Section shall apply regardless of the form of the claims asserted, whether in contract, statute, tort, or otherwise. The terms and conditions of this Section shall survive the termination or expiration of this Agreement.

18. Decisions. City acknowledges and agrees that the Services may include advice and recommendation, but that all decisions in connection with the implantation of such advice and recommendations shall be the sole responsibility of, and made by, City. Service Provider shall not perform management functions or make management decisions for City. City shall render decisions and approvals and provide information in a reasonably timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services. Pursuant to Exhibit A, Service Provider will work cooperatively and collaboratively with City to develop a schedule for the performance of the Services, including timeframes for decision making by City.

19. Compliance with E-Verify. Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, the Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of Service Provider through the E-Verify Program (the "Program"). The Service Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, the Service Provider must execute an affidavit which affirms that the Service Provider does not knowingly employ an unauthorized alien and confirms the Service Provider's enrollment in the Program, unless the Program no longer exists. The Service Provider must file such executed affidavit with Owner prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to City.

20. Third-Party Usage. Any advice, recommendations, information, deliverables, or Work Product provided to City under this Agreement is: (a) for the sole use of City; and (b) not intended to be relied upon by any third party. Except to the extent required by Law, City shall not disclose or permit access to such advice, recommendations, information, deliverables, or Work Product to any third party without Service Provider's prior consent, which consent shall not be withheld unreasonably.

21. Active Files. Service Provider may use models, electronic files, and spreadsheets with embedded macros created by Service Provider in providing the Services. If City requests a working copy of any such model, electronic file, or spreadsheet, then Service Provider, at its discretion, may make the same available to City for City's internal use only, in which case the same shall be considered a deliverable hereunder.

22. Confidential Information. Information relating to the Services contemplated pursuant to this Agreement, including information shared or transmitted between the Parties pursuant to this Agreement ("Confidential Information"), unless in the public domain, shall be kept confidential by Service Provider and shall not be disclosed or made available by Service Provider to third parties without the written consent of the City, unless so required by court order. Service Provider and its contractors warrant that they shall use reasonable care to ensure that any Confidential Information, to which Service Provider has obtained possession or knowledge of in connection with this Agreement (from the City) will not be disclosed to any third parties, in whole or in part, without the prior written permission of the City. Service Provider may disclose Confidential Information to representatives of Service Provider who need to know such information to provide the Services to the City, who agree to keep such Confidential Information confidential pursuant to the terms of this

Agreement. Service Provider shall use Confidential Information of the City solely for the purposes of providing the Services under this Agreement. Service Provider shall not have the obligation to maintain the confidentiality of any Confidential Information that: (a) is lawfully obtained by Service Provider from a third party that, to the knowledge of Service Provider, did not acquire the information under an obligation of confidentiality; (b) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by Service Provider or its employees; or (c) is independently developed by Service Provider or its employees or agents who did not have access to Confidential Information of the City. Upon the City's request, Service Provider will immediately return or destroy any and all Confidential Information that has been provided to it by the City. Notwithstanding the foregoing, Service Provider shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation. Service Provider agrees to maintain the confidentiality of the Confidential Information during the term of this Agreement, including any renewals or extensions thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

23. Indemnification.

Service Provider agrees to indemnify, and hold harmless the City and its respective officers, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent to the extent caused by any negligent or wrongful acts or omission or breach of any provision of this Agreement by the Service Provider or any of its officers, agents, employees, or contractors.

Such indemnity shall include reasonable attorney's fees and costs and other expenses to the extent caused therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Service Provider, provided, however, that Service Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City. Notwithstanding anything to the contrary set forth herein, the obligations of the Parties under this Section 23 shall survive the termination of this Agreement. The duty defend shall not apply to professional liability claims made against an indemnitee.

24. Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that City is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during the Term of this Agreement, City or its fiscal body should fail to appropriate sufficient funds to make payments under this Agreement: (a) the Agreement shall immediately terminate and become null and void; and (b) City shall not be obligated to perform under this Agreement unless and until sufficient funds are appropriated. City agrees to seek funding for the continuation of this Agreement during each budget cycle during the Term. City shall inform Service Provider in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to the exhaustion of appropriated funds. In the event of termination of this Agreement pursuant to this Section 24: (A) Service Provider shall be entitled to receive all Monthly Fees and Reimbursable Expenses payable through the date of termination, as such date is determined pursuant to this Section 24, and (B) the foregoing shall be the sole remedies available to Service Provider in connection with any such termination. This provision shall survive any termination of this Agreement.

25. Miscellaneous. Time is of the essence of this Agreement. Unless "business day" is specified, the term "day" as used herein means a calendar day. The term "business day" means any

day other than a Saturday, Sunday, or federal or state holiday. If the last date for any act to be performed hereunder falls on a Saturday, Sunday, or federal or state holiday, then the time for performance shall be extended to the next business day. This Agreement is the final expression of the complete agreement between City and Service Provider. There are no oral representations, warranties, agreements, or promises pertaining to the Services and the other subject matter hereof not incorporated in writing in this Agreement. This Agreement may be amended, modified, or supplemented only by a writing signed by both the City and the Service Provider. The section headings herein are for convenience and shall not be considered in any way to affect the interpretation of this Agreement. This Agreement shall: (a) bind, and inure to the benefit of, City and Service Provider and their respective successors and assigns; and (b) be governed by, and construed in accordance with, the laws of the state of Indiana (the "State"). This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both City and Service Provider and their respective counsel have contributed substantially and materially to the preparation of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement. Each of the undersigned represents that he or she has: (a) the authority to bind City or Service Provider, as applicable; and (b) the proper power and authority to execute this Agreement. All Exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. A facsimile or email transmission of a duly-executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Service Provider waives, to the extent permitted under applicable law: (a) the right to trial by jury; and (b) any right Service Provider may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

[Signature page to follow.]

IN WITNESS WHEREOF, City and Service Provider have executed this Agreement as of the Effective Date.

CITY:

City of Westfield, Indiana

By: _____

Jenell Fairman, Director of Economic

Development

SERVICE PROVIDER:

CrossRoad Engineers, PC

By: _____

Trent Newport, PE, PS, President

INDEX OF EXHIBITS

Exhibit A	Description of the Services
Exhibit B	Schedule of the Services
Exhibit C	Schedule of Fees and Compensation
Exhibit D	Required Insurance

EXHIBIT A

Description of the Services

Service Provider shall perform the following scope of services under this Agreement:

As requested, we have prepared an anticipated scope of work and an hourly not-to-exceed fee proposal to provide Owner's Technical Representative services for the City of Westfield Engineering Department. Based on our communications, it is understood that this fee is estimated to carry us through the end of preliminary design which is anticipated to be December 2025. We agree to revisit a more refined scope and fee for OTR services for the remainder of the design development through construction completion as we solidify more project details and minimize assumptions.

I. SCOPE OF PROFESSIONAL SERVICES

Provide on-call OTR services to assist City Engineering staff with technical matters due to time constraints, and / or special technical knowledge on the roadway plan development of Jersey St from Poplar St to Mill St. including, but not limited to, preliminary design plan review, progress meeting attendance and construction estimate reviews.

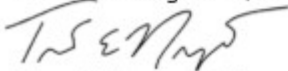
II. COMPENSATION

It is anticipated that all on-call consulting services will be provided at the request of the City of Westfield on an hourly basis, as such, attached are our 2025 Hourly Billing Rates which we will be using for the remainder of this year for this work. Reimbursable mileage and other direct costs will also be invoiced at the rates on the attached 2025 Hourly Billing Rates. Compensation shall not exceed a total of **\$40,000** for the specified term.

If you should have any questions or need any further information, please do not hesitate to call me at 317-780-1555, ext. 114 or email tnewport@crossroadengineers.com.

Sincerely,

CrossRoad Engineers, PC



Trent E. Newport, P. E.
President

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

OWNER shall furnish CONSULTANT with the following:

- Preliminary Design (Stage 1) Plans
- Construction Estimates
- Stakeholder Meetings
- Design Progress Meetings

***all plans/estimates to be reviewed shall be provided a minimum of two weeks prior to comment due date*

EXHIBIT B

Schedule of the Services

The services described in Exhibit A will be performed by the Service Provider via the following schedule, subject to the cooperation of and the collaboration with the City:

All work by the Service Provider shall follow the design development schedule provided by others. Reviews shall be completed and comments provided to the City in a timely manner for review through the design and construction phase of the project.

EXHIBIT C

Schedule of Fees and Compensation



HOURLY BILLING RATES

PERSONNEL CLASSIFICATION

HOURLY RATE

DESIGN

Director	\$ 200.00
Senior Project Manager	176.00
Project Manager	157.00
Senior Project Engineer	149.00
Project Engineer	140.00
Assistant Project Engineer	121.00
CADD Manager	140.00
Senior CADD Technician/Assistant CADD Manager	130.00
CADD Technician	121.00
Assistant CADD Technician	103.00
Senior Plan Reviewer	140.00
Plan Reviewer	121.00
R/W Manager	176.00
R/W Buyer	176.00

INSPECTION

Director	\$ 200.00
Senior Project Manager	176.00
Senior Resident Project Representative	167.00
Resident Project Representative	157.00
Asst Resident Project Representative	148.00
Project Inspector	140.00
Assistant Project Inspector	99.00

SURVEY

Survey Manager	\$ 176.00
Assistant Survey Manager	149.00
Survey Crew - 1 Person	145.00
Crew Chief	121.00
Survey Crew Member	97.00
Researcher	109.00
Survey Technician	121.00

MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2025

CROSSROAD ENGINEERS, PC

115 N. 17th AVE, BEECH GROVE, IN 46107 // 317.780.1555 // CROSSROADENGINEERS.COM

EXHIBIT D

Required Insurance

Upon execution of this Agreement, and prior to the Service Provider's commencement of any work or services with regard to the Services, Service Provider shall furnish the City with certificates evidencing such insurance meeting the following specifications:

Service Provider shall provide to the City evidence of insurance meeting the following specifications for Workers' Compensation, Employers liability, Commercial General Liability, Automobile Liability, Umbrella Liability and Professional Liability, if applicable.

1. Workers Compensation Insurance coverage in accordance with statutory requirements.

2. Employers Liability Insurance with limits of not less than \$500,000 Each Accident, \$500,000 Disease Each Employee, \$500,000 Disease Policy Limit.

3. Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing coverage) naming the City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City per the following:

- \$1,000,000 Each Occurrence (BI & PD Combined Single Limit);
- \$1,000,000 General Occurrence (subject to per project general aggregate provision);
- \$1,000,000 Personal Injury Liability to include coverage for employee-related claims;
- \$1,000,000 Products and Completed Operations Aggregate

4. Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident naming City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City, and shall provide for 30-day notice of any cancellation thereof by Service Provider.

5. Umbrella Liability Insurance with an aggregate and per occurrence limit of \$2,000,000, which shall be excess over the Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance and shall name City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider.

Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured liability including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.



Public Works
John Nail, Director
Michael Pearce, City Engineer
Justin Jones, Streets

Board of Works
Mayor Scott Willis
Chuck Lehman
Nick Barbknecht

Clerk Treasurer
Marla Ailor

To: Westfield Board of Public Works & Safety

Date: November 19, 2025

Re: Action Item – Request For Quotes Signing Authority
Grand Park Blvd. & Tournament Trail Signal

The City of Westfield Public Works Department is releasing a Request For Quotes for construction of a new traffic signal at Grand Park Blvd. & Tournament Trail intersection. WPWD is requesting the Board of Public Works grant Johnathon Nail signing authority to accept the lowest responsible quote. The signing authority is for a not-to-exceed amount of \$300,000.

Scott Willis

Chuck Lehman

Nick Barbknecht

Public Works Department

(317) 804-3100 office
(317) 804-3181 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov



Board of Works

Nick Barbknecht
Chuck Lehman
Scott Willis

Clerk Treasurer

Marla Ailor

To: Westfield Board of Public Works & Safety

Date: November 19, 2025

Re: Action Item-Signing Authority

151st St & American Lotus Dr Raised Crosswalk

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Director of Public Works, signing authority for the 151st St & American Lotus Dr Raised Crosswalk project. Quotes for the project were received on November 14, 2025. All quote documents will be reviewed for proper compliance. Per state statute 105 IAC 11-3-14, the award of a contract will be made to the lowest and best responsible and qualified bidder whose proposal bid complies with all the requirements prescribed in the proposal form, provided the sum is not greater than five percent (5%) above the engineer's estimate.

Nick Barbknecht

Chuck Lehman

Scott Willis

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), executed as of November_____, 2025 (the "Effective Date"), by and between the City of Westfield, Indiana ("City"), and Rundell Ernstberger Associates, an Indiana limited liability company ("Service Provider" and with City, the "Parties" and each a "Party"), WITNESSES:

Recitals

WHEREAS, City has determined that it is necessary or desirable to obtain the services described on Exhibit A (the "Services");

WHEREAS, Service Provider has experience in providing the Services; and

WHEREAS, City and Service Provider desire to enter into this Agreement to formalize the terms and conditions upon which Service Provider shall perform the Services;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, City and Service Provider agree as follows:

- 1. Services.** Subject to the terms and conditions of this Agreement, Service Provider shall perform the Services in accordance with the schedule set forth on Exhibit B. Service Provider shall be an independent contractor of City. The term of this Agreement shall be for the period: (a) commencing on the Effective Date; and (b) ending on the date that is 1 year thereafter, unless earlier terminated or extended in accordance with the terms and conditions of this Agreement (the "Term"). The City may terminate this Agreement without cause upon sixty (60) days prior written notice to Service Provider. In the event of such termination, Service Provider shall be entitled to receive payment for the conforming Services provided up to the date of termination.
- 2. Payment.** Service Provider's compensation for the Services shall be computed in the manner, at the rates, and on the payment schedule described on Exhibit C.
- 3. Performance.** Service Provider shall perform the Services: (a) in coordination with City; (b) consistent with and limited to the professional standards in the Hamilton County, Indiana area under the same or similar conditions for similar services; and (c) per the aforementioned professional standards in the compliance with all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, orders, and/or decrees (collectively, the "Laws"). Prior to commencing the Services, Service Provider shall: (a) obtain all permits and approvals required by the Laws; and (b) obtain, and maintain during performance of the Services, all professional licenses and certifications required by the Laws. Service Provider shall provide to City, upon request, copies of any and all such licenses and certifications. If performance of the Services requires the entry by Service Provider onto real estate not owned by City or Service Provider, then Service Provider shall be responsible for obtaining permission to enter onto such real estate. City may designate its point of contact for the purposes of this Agreement to Service Provider in writing to act on City's behalf with respect to Service Provider's performance of the Services.
- 4. Work Product.** All works of authorship fixed in any tangible medium of expression by or for Service Provider or its officers, employees, agents, or subcontractors in the course of performing the Services, including, without limitation, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports, and charts, regardless of the medium in which they are fixed, but excluding any attorney work-product and communications between Service Provider and its attorneys (collectively, the "Work Product") shall be owned by City. During the term of this Agreement, Service Provider shall be responsible for loss or damage to the Work Product while in Service Provider's possession or control, and any such loss or damage shall be restored at Service Provider's expense. Notwithstanding anything in this Agreement to the contrary, Service Provider shall: (a) retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Service Provider prior to or acquired by or for Service Provider in the performance of the Services

and/or this Agreement; and (b) retain all rights in and to all works of authorship fixed in a tangible medium of expression that were made, created, or acquired by or for Service Provider prior to the effective date of this Agreement. City acknowledges that any works, items, materials, or other matters developed, created, or invented by personnel of Service Provider or any of its officers, employees, agents, or subcontractors not substantively involved in performing the Services shall be presumed: (a) not to be Work Product; and (b) to remain the sole and exclusive property of Service Provider (or such officer, employee, agent, or subcontractor).

5. Relationship. The employees of Service Provider: (i) are (and shall be considered for all purposes to be) the employees or contractors of Service Provider; and (ii) are not (and shall not be considered for any purpose to be) the employees or contractors of City. Accordingly, City shall have no obligations or liabilities with respect to such employees, who shall look exclusively to Service Provider to discharge all obligations and duties as their employer or principal. Subject to Section 18, Service Provider shall indemnify and hold harmless City from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of Service Provider. The indemnities set forth in this Section shall survive the expiration or earlier termination of this Agreement.

6. Insurance. During its performance of the Services, Service Provider shall maintain the policies of insurance described on Exhibit D. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Service Provider shall name City as an additional insured. Service Provider shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

7. Liens. Service Provider shall not suffer or cause the filing of any mechanic's lien against City's property, or any part thereof, by reason of labor, services or materials claimed to have been performed or furnished to or for Service Provider. If any such mechanic's lien is filed against City's property, or any part thereof, then Service Provider shall cause such mechanic's lien to be discharged of record within 30 days after notice of filing by bonding, or as provided or required by law. Nothing in this Agreement shall be deemed or construed to: (a) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Service Provider; or (b) give Service Provider the right or authority to contract for, authorize, or permit the performance of any work, or the furnishing of any materials, that would permit the attaching of a mechanic's lien to City's interest in its property.

8. Remedies. Default.

(a) **Events of Default.** It shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money to the other Party, if such failure is not cured within forty-five (45) days after such payment is due and such payment is not made within such forty-five (45) day period; and (ii) with respect to any other obligation, if such failure is not cured within a 30-day period following such written notice.

(b) **General Remedies.** Whenever an Event of Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due to it under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; or (iii) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it

(c) **No Remedy Exclusive.** Except as provided to the contrary in Section 8, no right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient.

(d) Termination For Cause. Either Party may terminate this Agreement, for cause, by delivering to the other Party a "Notice to Cease Services," upon which this Agreement shall terminate thirty (30) days after delivery of such notice.

9. Representations

(a) General. Each of Service Provider and City represents that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iii) it has been authorized by proper action to: (A) execute and deliver this Agreement; and (B) perform its obligations hereunder; and (iv) this Agreement is the legal, valid, and binding obligation of Service Provider and City, respectively.

(b) Entity. Service Provider represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana. City represents that it is a public body organized and existing under the State of Indiana.

10. Additional Services. If City and Service Provider agree that Service Provider shall provide services to City that are not included within the Services (the "Additional Services"), then City and Service Provider either shall: (a) amend this Agreement to include the Additional Services; or (b) enter into a new agreement with respect to the performance of the Additional Services. Until such time as there is either: (a) an amendment to this Agreement that includes the Additional Services; or (b) a new agreement with respect to the performance of the Additional Services; in either case executed by City, City shall have no obligation to compensate Service Provider for the performance of the Additional Services.

11. Assignment and Subcontracting. Service Provider shall not assign this Agreement without the prior written consent of City, which consent may be withheld in City's sole discretion. City may assign this Agreement without the prior written consent to any agency or instrumentality of the City. City otherwise shall not assign this Agreement without the prior written consent of Service Provider, which consent may be withheld in Service Provider's sole discretion. In the event that any subcontractors are engaged by Service Provider, Service Provider shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are subcontracted or delegated. City shall have no obligation whatsoever toward such persons or entities. Service Provider shall take sole responsibility for the quality and quantity of any services rendered by such persons or entities. In the event of any assignment, subcontracting, or delegation in accordance with this Section, City or Service Provider shall remain liable to Service Provider or City, respectively, for the performance such obligations. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, official, or employee of City.

12. Nondiscrimination. In connection with the performance of this Agreement, Service Provider shall not discriminate against any employee, applicant for employment, and/or other person in the subcontracting and/or performance of the Services with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. No notice or cure period shall apply with respect to the obligation of Service Provider under this Section, and a default under this Section shall be an immediate event of default.

13. Conflict of Interest. Service Provider certifies and warrants to City that neither Service Provider nor any of its officers, agents, employees, or subcontractors who participate in the performance of any Services has any conflict of interest with City.

14. Debarment. Service Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any federal assistance program by any federal department or agency, or by any department, agency or political subdivision of the State of Indiana (the "State"). The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Service Provider. Service Provider certifies, by entering into this Agreement, that it does

not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5. Service Provider shall provide immediate written notice to City if, at any time after entering into this Agreement, Service Provider learns that its certifications were erroneous when submitted, or Service Provider is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to Indiana Code § 5-22-16.5, or voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein. Service Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any federal assistance programs by any federal department or agency, or by any department, agency, or political subdivision of the State.

15. Notice. All notices required to be delivered hereunder shall be in writing, and shall be deemed to have been delivered when: (a) delivered in person; (b) sent by facsimile, with electronic confirmation of receipt; or (c) sent by nationally recognized overnight carrier; in any case addressed as follows: (a) to City at: 2728 East 171st Street, Westfield, Indiana 46074; Attn: Jenell Fairman; with a copy to City of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171st Street, Westfield, Indiana 46074 and (b) to Service Provider at: Rundell Ernstberger Associates 618 East Market Street, Indianapolis, IN 46202;. Either party may change its address for notice by written notice delivered to the other party as provided in this Section. Notwithstanding the foregoing, City may orally provide to Service Provider any notice required or permitted by this Agreement; provided that such notice also shall be delivered as required by this Section within 10 business days after the date of such oral notice.

16. Force Majeure. If Service Provider or City is unable to be perform, satisfy, or observe any of its respective obligations under this Agreement as a result of any cause that is not within the reasonable control of Service Provider or City, respectively, and does not result from the fault or negligence of Service Provider or City, respectively (including, without limitation, unusually inclement weather, acts of God, the unusual unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers), then: (a) such performance, satisfaction, or observance shall be excused for the period of days that such performance, satisfaction, or observance is delayed or prevented; and (b) the deadlines for performance, satisfaction, or observance, as applicable, shall be extended for the same period.

17. Limitation of Liability. In no event shall either Party be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This Section shall apply regardless of the form of the claims asserted, whether in contract, statute, tort, or otherwise. The terms and conditions of this Section shall survive the termination or expiration of this Agreement.

18. Decisions. City acknowledges and agrees that the Services may include advice and recommendation, but that all decisions in connection with the implantation of such advice and recommendations shall be the sole responsibility of, and made by, City. Service Provider shall not perform management functions or make management decisions for City. City shall render decisions and approvals and provide information in a reasonably timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services. Pursuant to Exhibit A, Service Provider will work cooperatively and collaboratively with City to develop a schedule for the performance of the Services, including timeframes for decision making by City.

19. Compliance with E-Verify. Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, the Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of Service Provider through the E-Verify Program (the "Program"). The Service Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, the Service Provider must execute an affidavit which affirms that the Service Provider does not knowingly employ an unauthorized alien and confirms the Service Provider's enrollment in the Program, unless the Program no longer exists. The Service Provider must file such executed affidavit with Owner prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to City.

20. Third-Party Usage. Any advice, recommendations, information, deliverables, or Work Product provided to City under this Agreement is: (a) for the sole use of City; and (b) not intended to be relied upon by any third party. Except to the extent required by Law, City shall not disclose or permit access to such advice, recommendations, information, deliverables, or Work Product to any third party without Service Provider's prior

consent, which consent shall not be withheld unreasonably.

21. Active Files. Service Provider may use models, electronic files, and spreadsheets with embedded macros created by Service Provider in providing the Services. If City requests a working copy of any such model, electronic file, or spreadsheet, then Service Provider, at its discretion, may make the same available to City for City's internal use only, in which case the same shall be considered a deliverable hereunder.

22. Confidential Information. Information relating to the Services contemplated pursuant to this Agreement, including information shared or transmitted between the Parties pursuant to this Agreement ("Confidential Information"), unless in the public domain, shall be kept confidential by Service Provider and shall not be disclosed or made available by Service Provider to third parties without the written consent of the City, unless so required by court order. Service Provider and its contractors represent that they shall use reasonable care to ensure that any Confidential Information, to which Service Provider has obtained possession or knowledge of in connection with this Agreement (from the City) will not be disclosed to any third parties, in whole or in part, without the prior written permission of the City. Service Provider may disclose Confidential Information to representatives of Service Provider who need to know such information to provide the Services to the City, who agree to keep such Confidential Information confidential pursuant to the terms of this Agreement. Service Provider shall use Confidential Information of the City solely for the purposes of providing the Services under this Agreement. Service Provider shall not have the obligation to maintain the confidentiality of any Confidential Information that: (a) is lawfully obtained by Service Provider from a third party that, to the knowledge of Service Provider, did not acquire the information under an obligation of confidentiality; (b) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by Service Provider or its employees; or (c) is independently developed by Service Provider or its employees or agents who did not have access to Confidential Information of the City. Upon the City's request, Service Provider will immediately return or destroy any and all Confidential Information that has been provided to it by the City. Notwithstanding the foregoing, Service Provider shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation. Service Provider agrees to maintain the confidentiality of the Confidential Information during the term of this Agreement, including any renewals or extensions thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

23. Indemnification.

Service Provider agrees to indemnify, and hold harmless the City and its respective officers, agents, and employees for any and all third party claims, actions, causes of action, judgments and liens including reasonable attorney's fees to the extent they are caused by any negligent or wrongful acts or omission by the Service Provider or any of its officers, agents, employees, or contractors.

City shall not provide such indemnification to Service Provider, provided, however, that Service Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City. Notwithstanding anything to the contrary set forth herein, the obligations of the Parties under this Section 23 shall survive the termination of this Agreement.

24. Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that City is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during the Term of this Agreement, City or its fiscal body should fail to appropriate sufficient funds to make payments under this Agreement: (a) the Agreement shall immediately terminate and become null and void; and (b) City shall not be obligated to perform under this Agreement unless and until sufficient funds are appropriated. City agrees to seek funding for the continuation of this Agreement during each budget cycle during the Term. City shall inform Service Provider in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to the exhaustion of appropriated funds. In the event of termination of this Agreement pursuant to this Section 24: (A) Service Provider shall be entitled to receive all Monthly Fees and Reimbursable Expenses payable through the date of termination, as such date is determined

pursuant to this Section 24, and (B) the foregoing shall be the sole remedies available to Service Provider in connection with any such termination. This provision shall survive any termination of this Agreement.

25. Miscellaneous. Time is of critical importance of this Agreement. Unless “business day” is specified, the term “day” as used herein means a calendar day. The term “business day” means any day other than a Saturday, Sunday, or federal or state holiday. If the last date for any act to be performed hereunder falls on a Saturday, Sunday, or federal or state holiday, then the time for performance shall be extended to the next business day. This Agreement is the final expression of the complete agreement between City and Service Provider. There are no oral representations, warranties, agreements, or promises pertaining to the Services and the other subject matter hereof not incorporated in writing in this Agreement. This Agreement may be amended, modified, or supplemented only by a writing signed by both the City and the Service Provider. The section headings herein are for convenience and shall not be considered in any way to affect the interpretation of this Agreement. This Agreement shall: (a) bind, and inure to the benefit of, City and Service Provider and their respective successors and assigns; and (b) be governed by, and construed in accordance with, the laws of the state of Indiana (the “State”). This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both City and Service Provider and their respective counsel have contributed substantially and materially to the preparation of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement. Each of the undersigned represents that he or she has: (a) the authority to bind City or Service Provider, as applicable; and (b) the proper power and authority to execute this Agreement. All Exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. A facsimile or email transmission of a duly-executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Service Provider waives, to the extent permitted under applicable law: (a) the right to trial by jury; and (b) any right Service Provider may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue.

[Signature page to follow.]

IN WITNESS WHEREOF, City and Service Provider have executed this Agreement as of the Effective Date.

CITY:

City of Westfield, Indiana

By: _____
Jenell Fairman, Director of Economic Development

SERVICE PROVIDER:

Rundell Ernstberger Associates

By: _____
[REPRESENTATIVE]

INDEX OF EXHIBITS

Exhibit A	Description of the Services
Exhibit B	Schedule of the Services
Exhibit C	Schedule of Fees and Compensation
Exhibit D	Required Insurance

EXHIBIT A

Description of the Services

Service Provider shall perform the following scope of services under this Agreement:

Project: Jersey Street Preliminary Design

1. Topographic Survey and Route Survey Plat: A supplemental topographic survey of the project area will be performed in accordance with City of Westfield and "INDOT Design Manual, Part III, Location Surveys" requirements, and Title 865 IAC 1-12. Limits for the topographic survey will be as shown in Exhibit B. Since it is anticipated that Right of Way and/or easements may need to be acquired for the project, a Route Survey Plat will be required. Utilities will be shown based on information provided after an Indiana 811 call.
2. Preliminary Utility Coordination: The REA Team will coordinate with each utility company who have facilities within the project limits. Coordination will be in general accordance with the IDM Chapter 104, 105 IAC 13 Utility Facility Relocations and Construction Contracts, and associated resources. Activities include the following:
 - Initial Records Research
 - Initial notices to utilities within the project area
 - Verification
 - Early Coordination Meeting (virtual)
 - Utility plan sheets
 - Review reimbursable positions

The REA Team will act as a liaison between utility companies and City of Westfield, answering questions, interpreting plans, and corresponding with utilities.

Task Assumptions:

- Early coordination includes: one (1) electric, seven (7) telecommunication, one (1) gas, one (1) water, and one (1) wastewater.
- Detailed conflict analysis or preparation of relocation work plans is not included in this Task.
- A preliminary risk assessment will be conducted based on available existing utility records.
- No in-person meetings are included in this Task.

All work for conflict analysis, to request utility work plans, to review any reimbursable claims by the utility companies, and to develop any relocation plans is outside of the scope of these preliminary services and will be included in additional design services during the detailed design phase of the project.

3. Preliminary Design: The initial phase of REA's work will focus on development of a concept design for Jersey Street based on the design standards set for Park Street. REA will meet with the City to review the previous conceptual plans, confirm the scope of work, discuss schedule, and any issues impacting the project design and development. Our team will also gather necessary base information (survey, development plans, etc.) and conduct a site walk-through. REA will review our analysis with the city team.

Upon receiving feedback from the City, REA's design team will prepare a preferred conceptual plan, that addresses, but is not limited to, the following:

- a. preliminary roadway design
- b. development of proposed typical roadway sections
- c. hardscape and softscape treatments
- d. public art
- e. programming for streetscape environments
- f. pedestrian and bicyclist circulation and connectivity
- g. vehicular access points, roads, circulation, and parking
- h. basic utility and infrastructure requirements
- i. sustainable design features, including drainage infrastructure.
- j. special features

Phasing & Prioritization Recommendations: The REA team will collaborate with the city to identify logical phasing and prioritization of the improvements indicated in the preferred development concept. The phasing and prioritization will be illustrated graphically and will inform the development of the preliminary cost opinions.

Preliminary Cost Opinions: The REA team will develop an itemized, concept plan level cost opinion for recommended improvements and elements with the preferred concept. The cost opinion will be broken down by the identified phases and provide a magnitude of cost for construction based on recent bid histories and square footage development costs of similar projects. An inflation factor, and contingency, will be applied to improvements based on anticipated phasing and prioritization.

Progress Meeting: During this phase of work, we anticipate two (2) on-site meetings to review design progress and receive direction. REA will facilitate a review meeting with the city to review the preferred concept, design illustrations, phasing, prioritization, and cost opinion.

The design team will make necessary refinements based on feedback received during the meeting.

ADDITIONAL SERVICES

The following services are not included in the above scope of services and fee for this project. If required, these services shall be provided if authorized through an approved amendment of this agreement by the City. Additional services will be billed at our standard hourly rates (see attached schedule) or on a negotiated fee basis.

- Preparation of Traffic Studies
- Final Road Design
- Utility Coordination beyond those specified herein
- Vertical “pothole” information from each utility
- Regulatory Permitting
- Bid Documents and Bidding Phase
- Coordination with other entities
- R/W Engineering
- R/W Management Services
- Preparation of potholing or other utility investigations
- Design of underground or aboveground storage as a stormwater quantity control measure
- Preparation of utility relocation plans required due to conflicts between existing utility infrastructure and proposed site infrastructure
- Preparation or coordination of utility coordination agreements
- Environmental studies or documentation
- Audio/video, Wi-fi, or security camera design services
- LEED/Net Zero registration, reporting, submittals, commissioning
- Performance of notification for public hearings or meetings
- Significant additions or deletions to the stated project scope of work
- Changes to the project design, documents, or scope of work after receipt of City approval for each stage of design
- Owner-initiated changes in the scope of work after commencement of construction documents or during the construction period
- Extensive delays in the project timeline due to conditions beyond the control of REA
- Preparation of record or as-built drawings
- Preparation and submittal of any permits
- Preparation of Bid Alternates and Bid Packages
- Attendance at meetings beyond those specified herein
- Construction Administration services

EXHIBIT B

Schedule of the Services

The services described in Exhibit A will be performed by the Service Provider via the following schedule, subject to the cooperation of and the collaboration with the City:

PROJECTED TIMELINE

Below is an anticipated timeline for completion of design services for the project, subject to City and agency reviews.

PROJECT PHASE	DURATION	COMPLETION
Notice to Proceed	N/A	10/15/2025 (anticipated)
Topographic Survey	4 weeks	11/14/2025
Preliminary Design	9 weeks	01/16/2026

EXHIBIT C

Schedule of Fees and Compensation

COMPENSATION

The Redevelopment Director has authorized work to begin. The authorization is for a total of \$49,000.00 and includes the following items.

Topographic Survey and Route Survey Plat:	\$11,600.00
Preliminary Utility Coordination:	\$8,800.00
Preliminary Design:	\$28,600.00

Based on the above scope of services, we propose the following:

PART 1 - BASE SCOPE

Topographic Survey and Route Survey Plat*:	\$11,600.00
Preliminary Utility Coordination*:	\$8,800.00
Preliminary Design(*portion = \$28,600):	\$89,900.00
Reimbursable Expenses	\$500.00
Total Fee:	\$110,800.00

*includes initial Economic Development Authorization of \$49,000

- Services will be invoiced monthly on a lump sum, percentage complete basis, plus reimbursable expenses.
- Fees will not be exceeded without prior written approval from the City of Westfield.
- Reimbursable expenses will be invoiced according to the attached schedule.
- Permit fees are not included in the above fees and will be billed at direct cost. The City shall provide filing fees for permits and approvals.

Standard Fee and Reimbursement Schedule

Effective January 2025

Rates indicated are subject to semi-annual review and revision.

Professional and Technical Staff

Partner	\$230.00/hour	
Senior Associate/Project Manager	\$195.00/hour	
Associate Landscape Architect	\$175.00/hour	
Landscape Architect	\$150.00/hour	
Urban Designer	\$150.00/hour	
Senior Planner	\$190.00/hour	
Associate Planner	\$175.00/hour	
Planner	\$155.00/hour	
Technical Staff (Graduate LA/Planner)	\$125.00/hour	
Civil Engineer I	\$185.00/hour	
Construction Inspection Manager	\$130.00/hour	
Construction Inspection Field Technician		\$110.00/hour

Administrative

\$90.00/hour

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

Reimbursable Expenses

Mileage	Standard mileage rate
Travel, Lodging, and Meals	Cost
Postage, Handling, etc.	Cost
Printing/Copies/Reproductions	Cost
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

Invoices

Invoicing and payment schedule are detailed in the contract. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1.5% (18% annually) until paid.

EXHIBIT D

Required Insurance

Upon execution of this Agreement, and prior to the Service Provider's commencement of any work or services with regard to the Services, Service Provider shall furnish the City with certificates evidencing such insurance meeting the following specifications:

Service Provider shall provide to the City evidence of insurance meeting the following specifications for Workers' Compensation, Employers liability, Commercial General Liability, Automobile Liability, Umbrella Liability and Professional Liability, if applicable.

1. Workers Compensation Insurance coverage in accordance with statutory requirements.
2. Employers Liability Insurance with limits of not less than \$500,000 Each Accident, \$500,000 Disease Each Employee, \$500,000 Disease Policy Limit.
3. Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing coverage) naming the City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City per the following:
 - \$1,000,000 Each Occurrence (BI & PD Combined Single Limit);
 - \$1,000,000 General Occurrence (subject to per project general aggregate provision);
 - \$1,000,000 Personal Injury Liability to include coverage for employee-related claims;
 - \$1,000,000 Products and Completed Operations Aggregate
4. Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident naming City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City, and shall provide for 30-day notice of any cancellation thereof by Service Provider.
5. Umbrella Liability Insurance with an aggregate and per occurrence limit of \$2,000,000, which shall be excess over the Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance and shall name City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider.

Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured liability including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors.

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (this "**Agreement**"), entered into as of the ___ day of _____, 2025 (the "**Effective Date**"), by and between the City of Westfield, Indiana by and through its Board of Public Works and Safety ("**Grantor**"), and Jersey 32, LLC, an Indiana limited liability company ("**Grantee**"), WITNESSES:

Recitals

WHEREAS, Grantor owns those certain parcels of real property known as 204 and 330 Jersey Street in Westfield, Hamilton County, Indiana, as more particularly depicted and/or described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement allowing Grantee to enter the Property only to perform certain inspections and demolition work, as specified herein and subject to the terms and conditions hereof;

Agreement

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Right of Entry. Grantor hereby grants to Grantee and its agents, consultants, employees, and other representatives (collectively, "**Grantee's Representatives**") the right, during ordinary business hours, to enter upon the Property only for the following purposes:

(a) Inspections. Grantee and Grantee's Representatives may complete various physical inspections of the Property; provided that such inspections are: (i) completed without interfering with any of Grantor's operations or activities on the Property (or the operations or activities of any of Grantor's management companies, guests, vendors, representatives, or other invitees); and (ii) does not involve any intrusive or destructive testing on or of the Property (except as may be expressly permitted herein). Such inspection right shall include the right to have an independent environmental consultant reasonably acceptable to Grantor conduct a Phase I environmental site assessment (the "**Phase I ESA**") of the Property in accordance with ASTM Standard E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, which, pursuant to such standard, shall not include any surface or subsurface testing, boring, or drilling of the Property. Grantor acknowledges and agrees that access may be needed to interior areas of the buildings for the Phase I ESA. No environmental inspection of the Property in excess of the Phase I ESA (as described in this Agreement) shall be made without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion. Grantee's inspection right shall also include the right to complete other various due diligence activities, including a survey and/or Geotechnical Investigation (the "**Geotechnical Investigation**") of the Property. Grantor acknowledges and agrees that the Geotechnical Investigation may involve advancing soil borings across the Property for the purposes of collection soil and/or groundwater samples. Grantee, at Grantee's sole cost and expense, will appropriately restore the ground surface at each boring location following completion of each boring. Upon completion of the inspections set forth herein, Grantee, at its cost, shall enter upon the Property and (unless directed to do otherwise by Grantor in writing) remove any and all equipment installed and shall restore the Property to the condition in which it existed prior to the signing of this Agreement, ordinary wear and tear excepted, which obligation shall survive the termination of this Agreement.

(b) Demolition. Grantee and Grantee's Representatives may demolish and remove any and all buildings and other improvements located on or about the Property. Any such demolition shall be performed by Grantee's Representatives, and pursuant to plans and schedules, approved by Grantor in advance, which approval may be withheld in Grantor's sole discretion. To the extent that Grantee or Grantee's Representatives demolish any buildings or other improvements on the Property, Grantee, at its cost, shall cause such buildings or other improvements, together with all debris and other items resulting from such demolition, to be promptly removed from the Property so that the same is in a safe and sightly condition in compliance with all applicable local, state, and federal laws, ordinances, and court orders (collectively, the "**Laws**"), which obligation shall survive the termination of this Agreement. If Grantee or Grantee's Representatives conduct asbestos and/or hazardous materials testing in, on, or about the existing buildings or improvements located on or about the Property, and any such testing reveals the presence of any asbestos-containing materials, hazardous substances, or other environmental contamination in, on, under, or about the Property that requires remediation, abatement, or removal under the Laws, then Grantee shall be solely responsible for all costs and expenses associated with such remediation, abatement, or removal, which responsibility shall survive the termination of this Agreement.

Any and all fees and other costs and expenses of any kind whatsoever incurred by Grantee relating to any entry upon and/or use of the Property shall be solely Grantee's costs and expenses, and Grantor shall have no liability therefor. Grantee shall not permit any liens to attach to the Property by reason of the exercise of Grantee's or Grantee's Representatives' rights hereunder. Grantor shall use commercially reasonable efforts to cooperate with Grantee in all reasonable respects in connection with any such entry. Grantor hereby reserves the right, at Grantee's cost, to have a representative present at any time that Grantee or Grantee's Representatives during any such entry pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, Grantee shall coordinate with Grantor any such entry and inspection upon the Property, including, without limitation, any entry upon or access to any buildings on or about the Property. Grantee, at its cost, shall be responsible for obtaining any and all permits, licenses, or approvals necessary prior to any such entry upon, use or inspection of, and/or demolition and/or removal on or about the Property, including, without limitation, any required utility clearance. Grantee shall comply with all Laws in connection with any entry upon, use or inspection of, and/or demolition and/or removal on or about the Property.

2. Indemnity. In making any inspection or performing any work hereunder, Grantee shall treat, and shall cause any of Grantee's Representatives to treat, all information obtained by Grantee's or any of Grantee's Representatives pursuant to the terms of this Agreement or from Grantor's or any of Grantor's representatives as strictly confidential (as more particularly set forth in Section 4). Grantee shall defend, indemnify, and hold harmless Grantor and Grantor Exculpated Parties (as hereinafter defined) from and against any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses, and/or damages (including, without limitation, reasonable attorneys' fees and court costs) sustained by or threatened against such parties resulting from or arising out of: (a) any inspections of the Property or demolition work performed by Grantee or Grantee's Representatives pursuant to this Agreement; (b) any liens filed against the Property or claims or demands made against Grantor or the Property for work performed by or on behalf of Grantee and/or Grantee's Representatives; (c) any intentional or negligent act or omission of Grantee or Grantee's Representatives; and/or (d) Grantee's breach of this Agreement. Grantee and Grantee's Representatives shall promptly return the Property to substantially the same condition existing prior to such parties making any inspection. "**Grantor Exculpated Parties**" shall mean the City of Westfield ("City"), City of Westfield Redevelopment Commission (the "**RDC**"), Downtown Westfield Community Development Corporation ("**DWCDC**"), and any direct or indirect member, lender, broker, manager, partner, officer, director, employee, contractor, vendor, attorney, accountant, asset manager, property manager, management company, appraiser, engineer, or agent of Grantor, the City, RDC, or DWCDC. The terms and conditions of this Section shall survive the termination of this Agreement.

3. Insurance. Grantee agrees to maintain and cause all of Grantee's Representatives to maintain, at Grantee or Grantee's Representatives' sole expense, workers' compensation, employers' liability,

automobile liability, and commercial general liability insurance policies to cover Grantee's or Grantee's Representatives', as applicable, inspection of, and activities on, the Property and to keep the Property free and clear of all mechanics' and materialmen's liens or other liens and claims arising out of any of Grantee's inspections or activities or those of Grantee's Representatives. Simultaneously with the execution of this Agreement, Grantee shall deliver to Grantor a certificate of insurance evidencing insurance coverage in compliance with the terms of this Section. Grantee shall maintain and keep in effect, at Grantee's sole cost and expense, at all times during the term of this Agreement and for a period of one year following the expiration or termination of this Agreement, a commercial general liability insurance policy having a combined liability limit of at least \$5,000,000.00 and property damage limits of at least \$2,000,000.00 on an occurrence basis and such limits shall be per occurrence and in the aggregate on a per location basis. For any of Grantee or Grantee's Representatives engaged in environmental review of the Property, evidence of Pollution Legal Liability coverage in the minimum amount of \$1,000,000.00 must be provided to Grantor prior to entering the Property. The foregoing insurance policies (except workers' compensation) shall be primary and noncontributing with any insurance which may be carried by Grantor, and shall name Grantor, the City, the RDC, and DWCDC as additional insureds. Each insurance policy shall also provide that it may not be canceled or modified without at least 30 days' prior written notice to Grantor. Notwithstanding the foregoing, Grantee shall disclose the existence of and/or provide the insurance certificate(s) of any of Grantee's Representatives to Grantor in advance of any inspections at the Property so that Grantor may determine the suitability of such insurance and Grantor reserves the right to grant access (or deny access) to Grantee's Representatives on that basis. Grantee understands that, notwithstanding anything to the contrary herein, Grantor shall have no obligation to grant Grantee, Grantee's employees, agents, or representatives, right of entry and inspection of the Property for so long as Grantee fails to deliver to Grantor executed copies of policies of insurance or certificates as required in this Section.

4. Confidentiality. Notwithstanding any provision of this Agreement to the contrary, Grantee hereby agrees and acknowledges that all information furnished by Grantor (or on behalf of Grantor) to Grantee or obtained by Grantee in the course of Grantee's investigation and inspection of the Property, or in any way arising from or relating to any and all studies of or entries upon the Property by Grantee or Grantee's Representatives, shall be treated as confidential information. Grantee further agrees and acknowledges that if any such confidential information is disclosed to third parties, Grantor may suffer damages and irreparable harm. Grantee expressly acknowledges, covenants, and agrees: (a) that Grantee shall not make any press release or other public disclosure concerning this Agreement; (b) that Grantee shall not disclose any of the contents or information contained in or obtained as a result of any due diligence reports or any other studies made in connection with Grantee's investigation of the Property, in any form whatsoever (including, but not limited to, any verbal information received by Grantee or Grantee's Representatives during the course of Grantee's or Grantee's Representatives' inspection and investigation of the Property), to any party other than: (i) Grantor, the RDC, any of their respective employees, agents, or representatives, or Grantee's Representatives, without the prior express written consent of Grantor (which consent may be withheld in Grantor's sole discretion); (ii) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or as otherwise required to comply with applicable laws; (iii) to Grantee's lenders and their respective directors, officers, employees, agents, and consultants; or (iv) to any permitted transferee or assignee of Grantee or their respective directors, officers, employees, and agents; (c) that in making any disclosure of such information as permitted hereunder, Grantee shall advise such third parties of the confidentiality of such information and the potential of damage to Grantor and the liability of Grantee and such third parties as a result of any disclosure of such information by such third parties, and Grantee shall be responsible for such third parties' compliance; (d) to furnish Grantor with copies of all due diligence reports, without receiving compensation for such reports, or other studies made in connection with Grantee's inspection, study or investigation of the Property within one day of receipt of such materials by Grantee; and (e) that Grantor is relying on Grantee's covenant not to disclose any of the contents or information contained in any such due diligence reports or investigations to third parties (all of which is deemed to be confidential information subject to the provisions of this Section), except in accordance with this Agreement. The terms and conditions of this Section shall survive the termination of this Agreement.

5. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made: (i) upon personal delivery (if notice is delivered by personal delivery); or (ii) upon deposit for delivery via nationally-recognized overnight courier; in each case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other):

If to Grantor, to: City of Westfield, Indiana
2728 East 171st Street
Westfield, Indiana 46074
Attention: Director of Economic Development

with a copy to: City of Westfield, Indiana
2728 East 171st Street
Westfield, Indiana 46074
Attention: City Attorney

If to Grantee, to: Jersey 32, LLC
615 Russell Avenue
Indianapolis, Indiana 46225
Attention: Brad Battin

with a copy to: Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
Attention: Dennis H. Otten

6. Assignment. Grantee shall not have the right to assign its interest in this Agreement without obtaining the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion. Grantee hereby agrees that any assignment by Grantee in contravention of this provision shall be null and void and shall not relieve Grantee of its obligations and liabilities under this Agreement. Any assignment permitted hereunder or by Grantor shall not relieve Grantee of its obligations under this Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective permitted successors and assigns.

7. Entire Agreement. This Agreement embodies the entire agreement between Grantor and Grantee with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties concerning the Property. This Agreement shall not be modified or amended except by a written agreement executed by both Grantor and Grantee.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. The exchange of signature pages by facsimile or electronic transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes.

9. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to receive from the losing party an amount equal to the prevailing party's costs incurred in such litigation, including, without limitation, reasonable attorneys' fees and court costs.

10. No Waiver. No waiver by either Grantor or Grantee of any failure or refusal to comply with Grantor's or Grantee's, as applicable, obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

11. Interpretation. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. The section headings shall not be considered in any way to affect the interpretation of this Agreement.

12. Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Grantor and Grantee waive, to the extent permitted under the Law: (a) the right to a trial by jury; and (b) any right they may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue.

13. Term. This Agreement shall terminate upon the earliest to occur of: (a) notice of termination by Grantor to Grantee; or (b) the date that is 60 days after the Effective Date. Notwithstanding the foregoing, those obligations that expressly survive the termination of this Agreement shall survive such termination.

14. Nondiscrimination. Grantee agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee’s hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

GRANTOR:

CITY OF WESTFIELD, INDIANA, by and through its Board of Public Works and Safety

By: _____

Printed: _____

Title: _____

GRANTEE:

JERSEY 32, LLC,
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

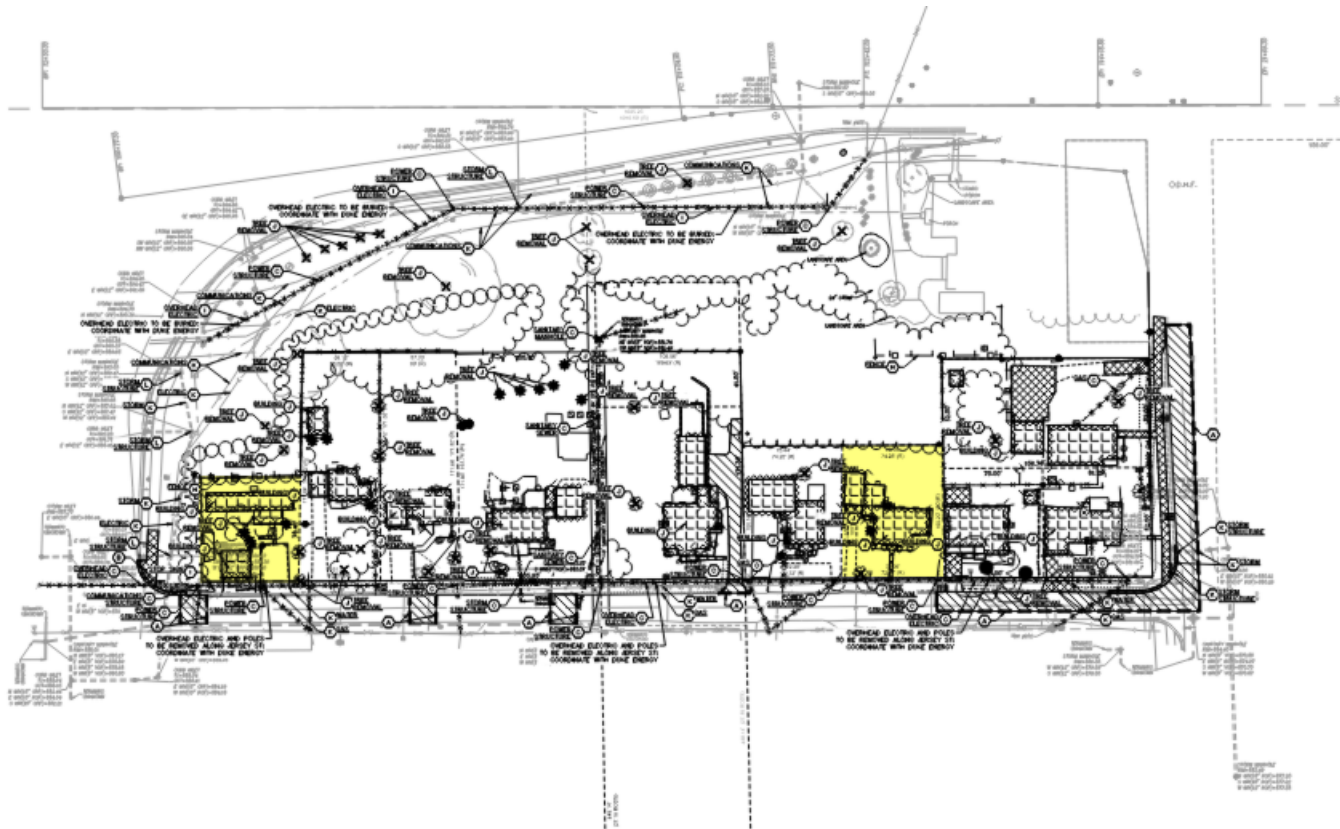
EXHIBIT A
The Property



(GIS exhibit. Not to scale. Subject tract outlined in teal.)



(GIS exhibit. Not to scale. Subject tract outlined in red.)





CITY OF
Westfield
INDIANA®

2025 

Personnel Policies, Procedures
and Benefits Manual

CITY OF
Westfield
INDIANA



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APPENDICES

I





1.00

STATEMENT OF PURPOSE

1.01 MISSION STATEMENT AND CORE VALUES

Enhancing Quality of Life through exceptional Service, Integrity & Commitment. The core values of the City of Westfield are: Innovation, Stewardship, and Servant Leadership.

1.02 PERSONNEL PHILOSOPHY

The personnel policies of the City of Westfield, including pay policies and benefit programs, reflect the City's philosophy that the City shall be a fair and just employer. The purpose of both direct and indirect compensation programs is the recognition of the value that the City places upon its individual employees. The City employees are integral and valuable assets crucial to the completion of the vision of the City.

Seeing that the City's personnel policies and programs are effectively carried out is one of the major responsibilities of supervisors. The **Chief of Staff** assists direct supervisors in meeting this responsibility.

1.03 GENERAL POLICY & PROCEDURES CONSIDERATIONS

It is the policy of the City of Westfield to set forth a listing of policies and procedures in order that all City employees and applicants have reasonable assurance

that all policies and procedures shall be pursued in a uniform, consistent, and equitable manner. The Board of Public Works and Safety of Westfield approves these policies and procedures. The policies and procedures described in this manual may in some instances be superseded by more specific policies and procedures within the various departments within the City. However, any instances that are superseded must be brought to the attention of the **Chief of Staff** of the City for approval prior to implementation.

It shall be the responsibility of the **Chief of Staff** to interpret these policies and procedures, and to ensure that they are administered in a consistent and impartial manner.

Personnel policies and procedures are subject to modification and revision to meet the changing needs of both management and the work force as new conditions arise during the continuing growth and complexity associated with the City's future.

Additions, modifications, and deletions to this manual must be approved by a resolution of the Board of Public Works and Safety of Westfield and issued by the **Chief of Staff**.

This is an employment policy guideline and should not be considered a contract of employment. This manual is not a contract, express or implied, guaranteeing employment

for any specific duration or limiting the reasons or procedures for termination or modification of the employment relationship. Unless otherwise agreed to in a collective bargaining agreement, a written contract, or by law, the employment of each employee is terminable at will by either the employee or the City at any time, for any reason, with or without cause or notice. Any agreement concerning an employee’s employment with the City shall not be enforceable unless it is in a formal written agreement and signed by the employee and the Chief of Staff of the City or the Mayor of the City. The City reserves the right and full discretion to modify this manual and the policies contained within it at any time, with or without notice.

1.04 PUBLIC SAFETY DEPARTMENTS POLICY & PROCEDURES CONSIDERATIONS

The policies and procedures described in this manual may in some instances be superseded by more specific policies and procedures defined for the Public Safety Departments. Fire and police professional employees working in these areas should consult with their Fire Chief or Police Chief regarding any differences in policy content or procedures. Additionally, the Chief of Staff of the City must be made aware of instances that supersede this policy manual prior to implementation and for approval.

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2.00

RECRUITMENT, SELECTION & HIRING

2.01 STATEMENT OF POLICY

It shall be the policy of the City of Westfield to recruit and select qualified persons for the positions in the City's service. Recruitment, selection, and placement shall be conducted to ensure fair hiring practices, provide equal employment opportunity, and to prohibit discrimination because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected basis, as provided by law.

Except where otherwise prohibited by contract or collective bargaining agreement, supervision reserves the right to change job responsibilities, transfer job positions, or assign additional job duties at any time. This includes working on special projects and/or assignments to other work divisions as necessary.

2.02 EQUAL EMPLOYMENT OPPORTUNITY (EEO) STATEMENT

The City of Westfield is committed to maintaining an environment free of discrimination and inappropriate conduct. The City expects its employees to strictly observe the following policies in the workplace itself and in other work-related settings such as business trips and business-related social events. Failure to do so will result in disciplinary action, up to and including termination

of employment.

1. DISCRIMINATION

The City of Westfield is an equal opportunity employer. The City believes in the dignity and the worth of every individual. The City will not discriminate against or favor any employee or applicant, or make any decision or take any action, because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected category, as provided by law. The City also prohibits any discrimination or demeaning language, characterization or conduct by its employees that may harass, intimidate, insult, or ridicule another person because of their race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected category as provided by law.

While it is impossible to list all types of such harassment, they include:

- verbal or physical conduct that denigrates or shows hostility or aversion toward an individual or group for any of these reasons,
- epithets, slurs, or negative stereotyping related to any of these reasons,

- threatening, intimidating, or hostile verbal or physical acts toward an individual or group that relate to any of these reasons, or
- written or graphic material that denigrates or shows hostility or aversion toward any individual or group for any of these reasons.

2. SEXUAL HARASSMENT POLICY

The City prohibits sexual harassment of its employees by other employees or non-employees who conduct business with the City. We hold our managers and supervisors responsible for maintaining work environments free from any form of sexual harassment. The City further believes that prevention is the best method of eliminating sexual harassment. Therefore, the City charges managers and supervisors with the responsibility of taking all steps necessary to prevent sexual harassment from occurring. This would include, but not be limited to, affirmatively raising the subject when necessary, expressing strong disapproval of sexual harassment, and informing employees of their rights under this policy. Violations of this policy may be cause for disciplinary action, up to and including termination. While it is impossible to list all types of sexual harassment, they include unwelcome or unwanted:

- sexual advances, sexual flirtations, and requests for sexual favors,
- verbal, visual, or physical conduct of a sexual nature,
- offensive sexual remarks, innuendoes or jokes,
- unwelcome leering, whistling, or obscene gestures,
- display of sexually suggestive objects or pictures,
- sexually degrading words used to describe an individual,
- sexually suggestive or offensive dress,
- when (1) submission to such conduct is explicitly or implicitly a condition of employment, or (2) submission to or rejection of such conduct is used as the basis for employment decisions, or (3) such conduct unreasonably interferes with an individual's job performance, or (4) such conduct creates an unwelcome, intimidating, hostile, abusive, or offensive working environment.

The prohibition on sexual harassment applies to persons of the same or opposite sex, as required by applicable federal, state, or local law.

3. HARASSMENT

The City is committed to providing a workplace free of inappropriate treatment of any employee because of race, color, religion, sex, sexual orientation, gender

identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other category protected under federal, state or local law.

The City is committed to protecting employees from inappropriate conduct whether from other employees or non-employees such as vendors, suppliers or members of the public. Examples of inappropriate conduct may include, among other things:

- Slurs, stereotyping, threatening, intimidating or hostile acts that relate to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, or protected veteran status; and
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, or protected veteran status.

4. COMPLAINT PROCESS

The City supports and encourages reporting of all incidents of discrimination or sexual harassment, regardless of who the offender may be. If you experience unlawful discrimination or harassment, or observe such conduct, you should promptly report the matter to your immediate supervisor. If, however, you believe that it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it to your Department Head, a member of the Human Resources Department, **the City's Chief of Staff**, or to the City Council President (in case the report is about **the Chief of Staff**).

Your complaint will be treated as confidential to the maximum extent possible and will be investigated promptly and thoroughly. The City strongly disapproves of discrimination or harassment and will take appropriate corrective action to end such conduct, including but not limited to discharge of any person who engages in such conduct.

5. NO-RETALIATION POLICY

It is against City policy to retaliate against any employee for filing a complaint, reporting, cooperating in the investigation, or offering evidence of a violation of this policy. Any person who takes such retaliatory action shall be subject to disciplinary action, up to and including termination.

However, an individual's personal and professional life may be seriously damaged by a false complaint of unlawful discrimination or harassment. Therefore, if after thoroughly investigating any complaint of harassment or



discrimination, the City determines that an employee has knowingly provided false, exaggerated or embellished information regarding the complaint, disciplinary action may be taken against that individual.

2.03

AMERICANS WITH DISABILITIES ACT (ADA)

The City of Westfield, pursuant to and in accordance with the Americans with Disabilities Act (ADA) specifically Title I of the “ADA”, shall not discriminate against a qualified individual with a disability because of the disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment, (42 U.S.C. Sec. 12113, as amended from time to time.) Additionally, no qualified individual with a disability may, on the basis of disability, be subjected to discrimination in employment under any service, program or activity conducted by the City (56 Fed. Reg. 35719, as amended from time to time).

Any employee who believes they may need a reasonable accommodation to perform the essential functions of their job should contact their supervisor or the Human Resources Department.

No qualified applicant or employee shall be refused employment or discriminated against because of such person’s need for a reasonable accommodation for a known physical or mental disability as required under the ADA unless such accommodation causes undue hardship, as defined by law, to the City of Westfield.

The City further stresses that any applicant may request any needed accommodation to participate in the application process, e.g. accommodation for a test, job interview or job demonstration.

During the application process, applicants may be subjected to various tests which are job- related and consistent with business necessity and not intended to discriminate against applicants.

Therefore, if an applicant is in need of an accommodation to perform such tests, then this should be brought to the attention of the City.

The City of Westfield, pursuant to and in accordance with Title VI of the ADA, also provides reasonable accommodations to assist members of the public in attending any public meeting of the City. Such individuals are to contact the City of Westfield Communication Department at (317) 804- 3004 or the City Clerk Office at 317-804-3026 at least one week before the meeting.

2.03 (B)

PREGNANT WORKERS FAIRNESS ACT (PWFA) POLICY

The pregnant workers fairness ACT (PWFA), prohibits

workplace and hiring discrimination related to pregnancy, childbirth or related condition, including but not limited to, lactation or the need to express breast milk for a nursing child. The law further requires employers to provide reasonable accommodations in the workplace for expectant and new mothers.

The City of Westfield’s policy is to comply with the provisions of the Pregnant Workers Fairness Act and Providing Urgent Maternal Protections for Nursing Mothers Act, including the provision of reasonable accommodations when appropriate.

Under this policy, the City of Westfield employees have a right to be free from discrimination based upon pregnancy or a condition related to pregnancy. The City of Westfield shall not take any adverse action against an employee or applicant on the basis of pregnancy or a related medical condition or for requesting or using an accommodation for pregnancy or a related medical condition.

Examples of adverse actions include denying employment opportunities based on pregnancy or related conditions; requiring an employee who is pregnant or has a pregnancy related medical condition to accept an accommodation that the employee chooses not to accept; requiring an employee to take leave if other reasonable accommodation can be provided without undue hardship; making pre-employment inquiry of a job applicant related to pregnancy, childbirth, or a related condition; and, when the need for a reasonable accommodation ceases, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits.

An employee working for the City of Westfield has a right to reasonable accommodations with respect to pregnancy and/or any condition resulting from pregnancy, so that the employee may perform the essential functions of the job, unless the requested accommodation will cause and undue hardship to the City of Westfield.

These accommodations can include, for example: flexible hours, parking closer, appropriately sized uniforms and safety apparel wear, frequent or longer paid breaks or unpaid breaks, time off to recover from childbirth or complications from pregnancy, with or without pay; acquisition or modification of equipment or seating; temporary transfer to a less strenuous or hazardous position; job restructuring and/or modified work schedule; light duty, hybrid work, and/or assistance with manual labor; and private non-bathroom space for expressing breast milk.

The Providing Urgent Maternal Protections for Nursing

Mothers Act (PUMP Act) requires that employers provide a reasonable break time for an employee to express breast milk each time the employee has a need to express the milk for one year after the child's birth. The City of Westfield will provide a place, other than a bathroom, which is shielded from view and free from intrusion in which the employee can express breast milk. The PUMP Act extends the protections to all employees, non-exempt and exempt.

The City of Westfield may request documentation from the employee's health care provider(s) about the need for a reasonable accommodation, except in the cases of requests for: more frequent restroom, food or water breaks; seating; limits on lifting more than 20 pounds; and private non-bathroom space for expressing breast milk.

Contact Human Resources with questions about or requests for reasonable accommodations under the Pregnant Workers Fairness Act.

2.04 OPEN-DOOR POLICY

It is the City's policy to encourage employees to communicate with their supervisors concerning work-related problems. If an employee has a work-related problem, the employee should bring it to the attention of their Department Head, another member of the City's management, or the Human Resources Department. The City will take the appropriate steps, if any, to investigate and resolve the problem.

2.05 RESPONSIBILITY FOR RECRUITMENT

Recruitment of candidates for specific departmental openings will be the responsibility of the Department Head of that function. All posting decisions will be made jointly by the Department Head and the Human Resources Department. Responsibility for the recruitment hiring of department heads and the Chief of Staff is the sole responsibility of the Mayor.

2.06 QUALIFICATION AND SELECTION

The City of Westfield may screen applicants for a position using some or all of the following criteria except where said criteria cannot be shown to be job related.

- Prior job-related work experience
- Aptitude for the job
- Knowledge, education, skills, and abilities
- Physical requirements for the job
- Work history
- Special qualifications, licenses, or certifications required for the job

- Personal and work-related references

In the development of selection criteria, the Department Head and Chief of Staff may confer with other consultants or other skilled personnel familiar with minimum requirements for specific positions.

2.07 DRUG AND ALCOHOL-FREE WORKPLACE

The City of Westfield is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. We have established a drug and alcohol-free workplace program that balances our respect for individuals with the need to maintain a drug and alcohol-free environment.

The City of Westfield will enforce any federal or state laws ensuring that all City employees are not impaired by a controlled substance while performing their duties. Therefore, the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance is prohibited:

1. At any City site or property owned by the City of Westfield;
2. At any assigned workplace, at any time; and
3. While on duty or in the performance of duties of the City of Westfield, whether they be on-site or off-site.
4. Violation of this prohibition will be grounds for swift and immediate action up to and/or including immediate termination

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of their job. If the use of the medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to notify their supervisor and use appropriate personnel procedures (e.g., call in sick, or use other leave) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken.

The City may conduct drug and/or alcohol testing under any of the following circumstances:

PRE-EMPLOYMENT

The City will conduct pre-employment drug testing for those employees that will hold a safety-sensitive position and as otherwise required or permitted by law. An

employment offer will be withdrawn if an applicant fails the drug test.

REASONABLE SUSPICION

The City may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including but not limited to, the following circumstances: evidence of drugs or alcohol, unusual conduct that suggests impairment or influence of drugs or alcohol, negative performance patterns or excessive and unexplained absenteeism or tardiness.

RANDOM DRUG TESTING

The City conducts random drug testing for those who hold a safety-sensitive position and as otherwise required or permitted by law.

POST-ACCIDENT TESTING

The City conducts post-accident drug and alcohol testing as further described in this policy.

The following actions may be taken by the City if an employee has a confirmed positive test:

- 1) Discipline up to and including termination
- 2) Treatment
- 3) Referral to EAP (Employee Assistance Program)

DRUG TESTING PROCEDURES

- Any drug test given to an employee will be in accordance with the following procedures:
- The employee will be tested immediately before, during or after a work period.
- The City shall pay costs associated with the test.
- The City will provide transportation for the employee if the test is conducted at a location other than the workplace.
- The time an employee is engaged in a testing procedure shall be considered work time for purposes of compensation and benefits.
- Any test shall be conducted with regard to privacy of the individual and in a manner reasonably calculated to prevent substitution or interference with the collection of a reliable sample.

Any sample will be labeled in a manner that reasonably prevents the possibility of mistaken identification. Refusal to submit to a drug test will result in termination of employment.

US DEPARTMENT OF TRANSPORTATION (US DOT)

In 1988 the US Department of Transportation prescribed regulations that require employers to implement comprehensive alcohol and drug testing programs for safety sensitive employees in the road industries. In 1991, the federal government implemented new regulations extending such programs to individuals who drive trucks. As a requirement to operate certain equipment for the City of Westfield, the City requires certain employees to possess a CDL driver's license. The City of Westfield must implement the alcohol and drug testing requirements set forth by the US Department of Transportation and the State of Indiana. Failure to comply with any facets of the program will be grounds for immediate termination.

DRUG SCREENING

To ensure a safe environment for its employees and for the public, the Westfield Town Council passed Resolution 96-1. This resolution provides compliance with the rules of the US Department of Transportation.

Drug screening will be a mandatory part of the initial physical required for employment and random drug tests for certain employees will be a part of the continued requirement for employment with the City of Westfield. Refusal to participate in this program will be grounds for immediate termination.

POST-ACCIDENT TESTING:

1. An employee who is driving during working hours, or at any time in a City vehicle or on City business, must immediately notify the police AND direct supervisor or on-duty supervisor AND the Human Resources department if they are involved in an accident. If supervisors cannot be reached, the department head must be notified.
2. An employee must submit to a post-accident test as soon as possible (within two hours) after an accident that involves the death of a human being.
3. An employee must submit to a post-accident test as soon as possible (within two hours) after an accident whenever: (i) the employee receives a citation for a moving violation involving the accident; (ii) a person is injured and the injuries require immediate medical attention to the person away from the accident scene; (iii) one or more motor vehicles involved in the accident incur disabling damage and must be transported away from the accident scene by a tow truck or another vehicle; or (iv) substantial property damage greater than \$100,000 occurs.
4. An employee who is not driving, but whose actions are believed to have contributed to the accident, may also be tested.
5. It is possible that an employee will be directed to

submit to a drug and/or alcohol test at the scene of the accident by a law enforcement officer. When a test is conducted by a law enforcement officer, the employee is not required to take another drug and/or alcohol test at the City's testing site.

6. Whenever an employee is involved in an accident as described in paragraphs 2 and 3 and is not tested for drugs and alcohol by a law enforcement officer, the supervisor will make arrangements for drug and/or alcohol tests in compliance with this policy. The employee is not required to delay necessary medical treatment in order to be tested, but should request a drug and alcohol test at the City's expense as a part of any medical treatment.
7. An employee who is required to take post-accident drug and alcohol tests will, at the City's discretion, be assigned to an available non-safety-sensitive position in the employee's department. If no position is available, or if the City so chooses, the employee will be placed on administrative leave with pay while awaiting the test results. If the test results are positive, the employee will not be paid for the period of the leave.
8. An employee who refuses or fails to submit to a post-accident drug or alcohol test as required, who unnecessarily delays reporting to the test site following an accident, whose test results are positive, or who intentionally obstructs the testing process will be subject to disciplinary action as outlined in section 11 of our policy manual.
9. The results of post-accident drug and alcohol tests will not be provided to law enforcement agencies for criminal action.

2.08

EMPLOYING RELATIVES/ROMANTIC RELATIONSHIPS

The City of Westfield recognizes that relatives may desire to pursue similar careers. The City must be sensitive, however, to the potential for favoritism, or the appearance of favoritism, in employment decisions and to the necessity of maintaining professional work relationships. The City does not discourage employment of relatives nor does it actively encourage it. It is in the City's best interest to hire the most capable persons available that meet the job requirements for current openings.

Effective July 1, 2012, relatives (spouse, parent, step-parent, child, step-child, sibling, step-sibling, half-sibling, uncle, aunt, niece, nephew, daughter-in-law, son-in-law,) may not be employed in situations where one member is in a position of direct line supervision or direct line reporting to the

other. An employee shall not be hired, promoted or transferred to a position that violates this policy. Employees of the City are also prohibited from engaging in romantic and/or physical relationships with direct line supervisors or subordinates. This policy applies to all full-time, part-time or temporary employees, including elected officials.

"Direct line of supervision" means an elected officer or employee who is in a position to affect the terms and conditions of another individual's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The term does not include the responsibilities of the Mayor, City Council or Clerk-Treasurer to make decisions regarding salary ordinances, budgets, or personnel policies of the City.

Employees, with family relationships that would otherwise be in violation of this policy as of July 1, 2012, will be exempted from this policy unless there is a break in the employment.

Employees hired, transferred or promoted, who in later years have relatives elected that are in the direct line of supervision, will have no promotion possibilities unless the promotion is within the merit ranks for the police and fire departments.

For further information regarding this policy see IC 36-1-20.2 as adopted by the City of Westfield as Resolution No. 12-106.

2.09

SECURITY AND BACKGROUND INFORMATION

As part of the application and hiring process, an applicant may be required to undergo an investigation including employment records, medical records, and/or educational records, as permitted by law. Applicants must aid the City of Westfield in obtaining any of the above information as requested. All information will be kept confidential.


Notwithstanding the above, certain investigative areas, including but not limited to reference checks, credit checks, and criminal history may be addressed prior to a conditional job offer to the applicant if the position applied for presents a showing of job-relatedness with such areas. Furthermore, periodically, employee driving records and criminal records could be investigated and checked for employment and insurability as permitted by law.

2.10

ORIENTATION

It is the policy of the City to ensure all new employees are adequately educated on City operations and personnel policies. On their first day of employment, or by appointment during the first three days of employment,




the new employee shall report to Human Resources to fill out all appropriate new hire forms, and **review all personnel policies and procedures** 

2.11

EMPLOYMENT ANNIVERSARY DATE

The first day of employment is your employment anniversary date. For example, an employee that starts employment on January 3 will celebrate their employment anniversary date each year thereafter on January 3. For most employees this date will normally be the day the employee begins their training probationary status with the City, as further described in Section

2.13. This date is used to compute your eligibility for paid time off (PTO) and other benefits related to continuous time employed by the City. Years of employment calculation will begin January 1st the year after employment date. Example: employment date June 1, 2013, as of January 1, 2014, you

will be credited with 1 year of employment for benefit purposes. **In other words, the first partial year of employment is not calculated as the first year of employment** 

2.12

ADJUSTED DATE OF EMPLOYMENT

Except as otherwise provided by law, if any employee voluntarily leaves the employment of the City and is later re-employed, a new “adjusted” date of employment will be calculated to include the prior employment period if the prior work period was at least one year of continuous service. This adjusted date of employment will be used to determine eligible benefits that are dependent upon time of service with the City. Additional longevity will not be paid or adjusted until the first of the following year, for those positions that longevity pertains to, as further described in Section 4.01.

2.13

EMPLOYMENT STATUS

There are six categories of employment status:

Probationary Full-Time Employee - Every employee during the first 6 months or 12 months of employment is placed on training probationary status. Firefighters and police officers have a 12- month training probationary period. All other employees have a 6-month training probationary period. The training probationary period may be extended by the Department Head depending on performance during this period. Discharge and/or transfer may take place at any time during the probationary period, just as it can after the probationary period.

Full-Time Employee (those working at least 30 hours per week) - Any employee who is regularly scheduled 30 or more hours a week and has successfully completed

their probationary training period of employment. An employee working 30 to 37 hours will accrue pro-rated time off based on hours worked. For an example: an employee working 30 hours in a 40 hour per week department will be eligible for 75% of the paid time off benefits (rounded to the nearest full day). For scheduling, if the fixed holiday is the employee’s regular scheduled work day, the employee takes the holiday off with pay (not to exceed the pro-rated amount). When the fixed holiday(s) fall(s) on the employee’s regular scheduled work day(s) exceed(s) the pro-rated amount, the employee will be required to take the day off without pay.

Part-Time Employee – Part-time employees are generally scheduled no more than 25 hours per week, no more than 1300 hours per calendar year, and have successfully completed their probationary training period of employment. Part-Time Employees have no benefits other than eligible to participate in 457. Part-time employees do not get 457 matching funds.

Temporary Employee - Any employee hired for a limited period of time, usually for a specific task or project. This employee may work as few or as many hours per week as needed. These employees may be secured through a temporary employment agency and paid directly by that agency. Temporary employees have no benefits.

Intern – An observer, learner, or trainee who is generally not paid and employed for educational learning opportunities only. Interns are only hired for a period not to exceed six months over an annual period.

Seasonal Employees – Employees who are customarily only expected to work for a particular season (e.g., summer, fall, winter or spring). Seasonal employees are only hired for a period not to exceed six months over an annual period.

2.14

RE-EMPLOYMENT

Re-employment (hiring) of an employee who has previously resigned or has been terminated will be determined on an individual case basis depending on the employee’s work record, and circumstances of their leaving. Any person seeking re-employment must apply and be processed as any other applicant. No preferential treatment or consideration will be given to those applying for re-employment solely on the basis of the applicant having been previously employed by the City.

Once an employee leaves the employment of the City and is subsequently re-hired, the City- provided benefits will begin as defined in this manual. Prior service and benefits relating to time of service will be “bridged” as described in Section 2.12 of this manual. After the specific probationary period has been met a new date of employment will be calculated. Sick time eligibility will begin anew and any unused sick time (from the

prior employment period) will not be carried forward. Employees in this category should contact the Human Resources Department for details concerning their specific situation.

2.15

EMPLOYEE PERSONNEL FILES

An Employee Personnel File is maintained for each employee of the City of Westfield. These personnel files contain confidential documents and are managed and maintained by Human Resources staff. All original documents must be sent to the Human Resources Department to be maintained in the “original employee personnel file”. Typical documents in a personnel file include the employment application, documented disciplinary action history, a resume, employee handbook and at-will employer sign off sheets, current personal information, and job references. A separate employee medical file is also maintained. The contents of the medical file are not available to anyone except Human Resources designated staff and the employee whose records are retained in the file. At the City of Westfield, medical files receive the highest degree of safe storage and confidentiality. An employee may view their personnel file by contacting the Director of Human Resources during normal business hours. A Human Resources staff person will be present while an employee reviews their file. No employee may alter or remove any document in their personnel file.

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3.00

TRAINING & CAREER DEVELOPMENT

3.01

RESPONSIBILITIES

The functions and services offered by the City of Westfield and its employees are best performed by a work force that is properly recruited, selected, and trained on a continuing basis to provide outstanding service to the citizens of our community.

The City encourages its employees to participate in courses, seminars, and programs which offer training and continuing education and are approved by the Department Head and/or Chief of Staff. Your supervisors have an immediate, direct, and continuing responsibility for the development of personnel within their area.

As an employee, you share with your supervisors the responsibility for your continued growth. You build a foundation for your own growth by doing your job to the best of your ability, by improving your present skills and abilities, and by developing new skills through your own self initiatives.

3.02

DISCIPLINARY PROBATION

A disciplinary probation employment period may be recommended lasting from 3-6 months at the discretion of the immediate supervisor. A disciplinary probation period is a time period that allows the employee to

address specific deficiencies that have been identified by a supervisor that are impacting the opportunity for continued employment with the City. This personnel action can come at any time during an employee's employment with the City.

This disciplinary probation is the natural progression of progressive discipline that normally would first have utilized verbal and written warnings addressing the specific work performance that needs to be improved.

During the disciplinary probation period, management will provide written feedback to the employee regarding their performance at least once during each month of the probationary period. If in the judgment of the City the specific performance is not being corrected adequately, dismissal may occur immediately.

Dismissal for action not specifically being addressed with the disciplinary probation can also take place during this time in accordance with action dictating immediate dismissal as defined elsewhere in this policy manual.

3.03

ATTENDING SEMINARS, CONFERENCES, AND MEETINGS

Occasionally employees will be asked to attend seminars, conferences, and other job-related meetings that provide continuing education that would enhance their

performance. On other occasions, an employee may request of their department the approval to attend a job-related seminar. The City requires prior approval for all attendance at any training/educational seminars, conferences, or workshops.

Employees will be entitled only to regular straight time pay (for 8 hours or 7 1/2 hours whichever is the normal work shift) while attending approved seminar, conference or workshop during the normal workday. If evening or weekend participation is required for training, such training may be paid as dictated by applicable law.

There may be specific departmental policies regarding this issue. Confer with your department head to learn of specific departmental rules.

3.04

TRAVEL AND EXPENSE REIMBURSEMENT

It is the intent of the City of Westfield to reimburse all reasonable out-of-pocket expenses incurred by employees during training, conference, and meeting activities approved by the City through the department head approval process.

Employees will use a purchasing card authorized by their supervisor if possible. If the vendor does not accept purchasing cards, the employee must pay for the expense and then complete an expense reimbursement form with 5 working days upon return for each activity. The reimbursement form must be submitted to the Department Head for an approval signature before forwarding to the Clerk-Treasurer for processing and payment. Cash advances for employees that are traveling to conventions, seminars or training, are available with a 10-day notice to the Clerk-Treasurer's office. Department Head approval is required and the/any unused funds must be returned to the Clerk Treasurer's office within 5 working days of return from said activity. Receipts of expense must be produced to validate reimbursement or payment of unused advances.

Purchasing card use will be administered by the Clerk Treasurer's Office. Purchasing card policies must be followed. No expenses will be paid without proper documentation. This is an effort to control fines and inappropriate expenses for auditing purposes. All expenses not handled through this process will be documented and approved through the claim process.

For further information or questions please contact the Clerk-Treasurer's office.

3.05

SEMINAR/MEETING/CONFERENCE REIMBURSEMENT

CONFERENCES, SEMINARS, OR MEETINGS ATTENDED WITHIN 50 MILES OF WESTFIELD

If the training/educational event is within 50 miles (one

way) of Westfield, it is expected that the employee will drive to and from the event the same day. On these occasions the noon meal will not be reimbursable; however, mileage reimbursement may be authorized. Special exceptions to this 50-mile rule can be approved by the Department Head and Chief of Staff based upon individual circumstances.

Department heads may approve group meals for employees attending city sponsored events that benefit and improve the quality of service of those employees.

CONFERENCES, SEMINARS, OR MEETINGS ATTENDED BEYOND 50 MILES OF WESTFIELD

For the training/educational event beyond 50 miles (one way) from Westfield, approval may be given for overnight stays. During these situations meal allowances will only be allowed for those meals that are not a part of the conference or training. If overnight status is authorized, meals will be reimbursed up to \$50 per day in state, \$60 out of state, inclusive of tip, with accompanying itemized receipts.

Mileage reimbursement for use of personal vehicles used to attend conferences or training sessions will be at the rate allowed for tax purposes by the Federal Government.

Exceptions to any of these reimbursement or travel rules shall be approved by the Department Head and Chief of Staff depending on unusual or extraordinary circumstances that may be present during the activity, conference, or meeting.

3.06

TUITION AND EDUCATIONAL ASSISTANCE


The City recognizes that the knowledge and skills of its employees are critical to the success of the organization. The tuition and educational assistance program encourages formal education courses, professional licensing, and certifications from reputable or accredited institutions, so employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable City jobs. While tuition and educational assistance is expected to enhance an employee's performance and professional abilities, the City cannot guarantee that participation in formal education courses, licenses, and certifications will entitle the employee to automatic advancement, a different job assignment, or pay increases.

ELIGIBILITY AND TERMS

The Department Head may consider for approval, on a case-by-case basis, requests for tuition and educational assistance for university courses, technical school classes, professional licensing, certifications, and preparatory courses that are directly work related or that will assist an employee in preparation for future

responsibilities with the City. The employee is required to complete a Tuition and Educational Assistance Acknowledgement for courses, licenses, or certifications that at completion would total a minimum of \$3,000 or more. The acknowledgement must be approved by the Department Head prior to beginning any course, license, or certification. This acknowledgement can be found in the Human Resources Department and will be retained in the employee’s personnel file.

The City will typically only pay an amount up to the amount established by law above which such is considered taxable wages. The employee will use a Purchase Card (if vendor accepts) to pay for any approved course(s). Upon completion of the course the employee must provide their supervisor, Human Resources, and the Clerk’s office with proof of earning a minimum grade of C. If a grade scale is not relevant to the course, license, or certification then the employee must provide their supervisor and Human Resources with proof of completion. If the employee fails to earn at least a grade of C or fails to complete the course, license, or certification for any reason, the employee will be responsible for repaying the City the cost of the course, license or certification.

Any employee who participates in the tuition and educational assistance program under this policy is expected to remain with the City as a full-time employee for a minimum of two (2) years after completion of any approved course, license, or certification. To the extent permitted by law, an employee who fails to do so, for any reason, shall be required to refund some or all of the money paid by the City for each course or certification, including CDL School, that totals a minimum of \$3,000. Similarly, if an employee’s employment terminates for any reason before the employee completes an approved course, license, or certification for which the City paid, the employee shall be responsible for refunding the City some or all of the money it paid. The City may waive the repayment requirement if the employee is unable to work for health reasons or **if the City terminates employment for reasons unrelated to performance** 

An employee shall be obligated to repay the City all tuition and educational assistance payments provided by the City according to the above and according to the following schedule:

Years of employment after successful completion of course or certification:	Percentage of tuition and educational reimbursement to be repaid:
LESS THAN 1 YEAR	100%
1 YEAR, BUT LESS THAN 2 YEARS	50%
2 YEARS OR MORE	0%

3.07

PERFORMANCE APPRAISALS

It is the philosophy of the City that your job performance should be discussed with you at regular intervals to provide feedback to continually aid in work improvement. The City’s performance appraisal process will review the work contribution of all regular status employees at least once each year.

Probationary employees will receive an appraisal after the completion of their prescribed probationary period. At that review the supervisor may release you from probation, continue the probationary status for a specified time, or terminate the employment relationship.

These appraisal discussions are centered on you, the quality of your work, and your working relationships. Such discussions enable you and your supervisor to talk about how you are progressing toward your personal, departmental, and City goals and assess your performance against your approved job description. Performance Appraisals are confidential discussions between the employee and their supervisor.

Formal written reviews normally will be accomplished annually with mid-year follow-up discussions as necessary to ensure that improvement plans are being accomplished as mutually planned by employees and their supervisors.

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CITY OF

Westfield

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INDIANA



4.00

PERSONNEL BENEFITS

Benefit Programs	Full-Time	Part-Time	Temporary	Seasonal	Interns
Matching FICA and Medicare	Yes****	Yes	Yes	Yes	No
Health, Dental, Vision	Yes	No	No	No	No
Accident and Life Ins.	Yes	No	No	No	No
125 Plan	Yes	No	No	No	No
Paid Time Off (PTO)	Yes**	No	No	No	No
Fixed Holiday	Yes	No	No	No	No
Illness in the Family	Yes	No	No	No	No
Sick Leave	Yes**	No	No	No	No
Longevity	Yes***	No	No	No	No
Employee Assistance (EAP)	Yes	No	No	No	No
Retirement Programs					
PERF	Yes	No	No	No	No
457 Plan	Yes	Yes*	No	No	No
401(a) Plan	Yes	No	No	No	No

4.01 ELIGIBILITY

Eligibility for employee benefits is depicted on the preceding table depending upon the employment status.

**Part-time employees may participate in the 457 Plan but do not receive matching funds*

***Based on Actual Hours Worked*

**** Continue longevity for Police Department employees*

***** 77 Fund Employees do not receive a 6.2% Social Security match but receive 6.2% into a 401(a) Plan*



4.02

HEALTH, DENTAL, VISION, ACCIDENT, AND LIFE INSURANCE

City of Westfield sponsors and maintains various group health and welfare plans for the sole benefit of its eligible employees and their dependents, including coverage arrangements or insurance policies for the provision of medical, dental, vision, and life benefits. The City Council may establish annual coverage parameters for each benefit plan, as well as the City's contribution toward the employee-only portion of premiums for the medical, dental, vision, and life benefits. These benefit plans are offered to all full-time employees of the City – defined as any employee who is regularly scheduled to work 30 or more hours a week and has successfully completed the mandatory period of employment. City Council members are offered the same medical, dental, vision, and life benefits but are required to pay the employee portion of the cost of the coverage and may only elect these benefits during their term as Council members.

Employees who elect to participate in the medical, dental, vision, and life benefit plans may also elect additional coverage for a spouse, dependent(s) or the entire family at the employee's option and expense. A detail of the cost of this additional coverage is available from the City's Human Resources Department. The City Council may establish annually the amount or percentage, if any, that the City will contribute toward this additional coverage for family members.

Access to services provided by the City of Westfield's Employee Healthcare Clinic (the "Clinic") is tied to participation in the City's medical plan. Accordingly, an individual's ability to access Clinic services will cease automatically upon termination of their medical plan coverage (this notwithstanding an election of continuation coverage under the medical plan).

The Employee Assistance Program is available at no cost to full-time employees and family members residing within the employee's household. Coverage is limited to five sessions per covered issue. Employees should consult with Human Resources Department for additional information.

EARLY RETIREE HEALTH PLAN COVERAGE:

General Eligibility Rule: Subject to meeting the terms of eligibility described below, a former employee whose retirement date (or disability date) occurs prior to attaining age 65 (an "Early Retiree") may elect to continue participation in the City of Westfield's group medical, dental, or vision benefit plans, which may include, if elected, coverage for the retiree's participating spouse and/or dependent(s) who remain eligible. Coverage is available for Early Retirees only under the following conditions:

- The Early Retiree timely pays 100% of the monthly premiums.
- The Early Retiree properly submits an election of coverage to Human Resources within 30 days of their retirement date or disability date.
- The Early Retiree (i) prior to their retirement date, attained a combination of years of service with the City and age that equals at least 70 years, or (ii) is determined to be "disabled" for purposes of PERF disability.

Examples of age-plus-service eligibility: 50 years of age + 20 years of service, 60 years of age + 10 years of service, 55 years of age + 15 years of service, etc.

SPECIAL ELIGIBILITY RULE FOR SWORN FIREFIGHTERS:

Subject to the labor agreement in effect among the City of Westfield, the Westfield Fire Department, and the Westfield Professional Fire Fighters – International Association of Fire Fighters, Local 4416, sworn firefighters shall be eligible for Early Retiree coverage (i) when vested in the 1977 Police Officers and Firefighters Pension and Disability Fund (the "Fund") or (ii) are determined to be "disabled" by the Fund. Notwithstanding this special rule, sworn firefighters are subject to all other terms applicable to Early Retiree coverage.

OTHER INFORMATION APPLICABLE TO EARLY RETIREE COVERAGE:

- A separate eligibility determination is made for each benefit plan (medical, dental or vision) and level of coverage thereunder (retiree-only, retiree + spouse, retiree + dependent(s), or family coverage). If the Early Retiree does not take coverage(s) when first available to them, then they may not elect coverage(s) in the future. If the Early Retiree elects coverage(s) and then terminates coverage(s) at a later time due to accepting coverage(s) elsewhere, the Early Retiree cannot return to City of Westfield benefit plan(s).
- *Termination of Medical Coverage at Age 65:* The Early Retiree's coverage under the City's medical plan (if elected) will terminate effective as of the first of the month in which the retiree attains age 65. Notwithstanding this, the Early Retiree's participating spouse may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage automatically terminates effective as of the first of the month in which the spouse attains age 65. The Early Retiree's participating dependents may continue their coverage under the City's medical plan, subject to

the payment of 100% of the monthly premiums, until such coverage terminates effective as of the last day of the month in which the dependent attains age 26.

- The City's annual open enrollment does not apply to Early Retirees or their participating spouse and/or dependents. Early Retirees are not eligible for a special enrollment due to loss of other coverage. Similarly, Early Retirees who are not currently participating in City's medical, dental or vision benefit plans will not be eligible to enroll upon acquiring a new dependent. Early Retirees may, however, request to terminate coverage at any time in accordance with the general provisions of the particular benefit plan.
- If the City makes a significant change to the underlying coverage of a benefit plan or terminates a plan option in which the Early Retiree (and any participating spouse and/or dependent) is enrolled, the Early Retiree will be automatically enrolled by Human Resources in the most similar coverage option made available to current employees.

Nothing in the policies and procedures described in this manual may affect the City's right to change any term of any benefit plan provided by the City in any way at any time or to terminate any group health coverage (including Early Retiree coverage) described herein at any time. In the event of a conflict between the eligibility terms contained in this Section 4.02 and the underlying plan document, the plan document will govern. The City of Westfield retains authority to interpret the terms of eligibility contained in the benefit plan documents and this Section 4.02.

4.03

POST-EMPLOYMENT HEALTH PLAN

All Fire department employees, professional and civilian are included in Post-Employment Health Plan (PEHP) which is a tax-free investment plan to provide funding for individual healthcare after separation from one's employer. The city contributes 2% of the pension base to all employees at the Fire Department. It's calculated by figuring 2% of the pension base at the beginning of the year and dividing it in half, those halves are distributed.

4.04

EFFECTIVE DATE OF INSURANCE COVERAGE

Various benefit programs have different effective dates for new employees. Please contact the City's Human Resources Department to learn of the specifics of each benefit coverage.

4.05

INSURANCE PORTABILITY (COBRA)

Upon termination of employment from the City of Westfield and other specified "qualifying events",

employees and their participating spouse and/or dependents may be eligible to continue their group health (health is defined by medical or dental or vision) coverage for a specified period of time at a premium rate somewhat higher than the group rate the City currently receives. This program is called COBRA. If COBRA is elected, former participants pay premiums directly to the COBRA administrator. Former participants need to complete an election form to secure this extended insurance coverage. The City's Human Resources Department has this information, and you will receive written notice of your COBRA rights and election options if you experience a loss of health insurance coverage due to a COBRA qualifying event.

4.06

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) has four major administrative requirements for private and government sponsored health plans: portability, nondiscrimination, fraud and abuse, and administration simplification.

The City of Westfield protects the privacy and confidentiality of protected health information (PHI) whenever it is used by City representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

PHI refers to individually identifiable health information received by the City's group health plan and/or received by a health care provider, health plan or health care clearinghouse that relates to past or present health of an individual or for payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability.

Any questions or issues regarding PHI should be presented to the Director of Human Resources for resolution. Additionally, the Fire Department has designated an employee in charge of records related to ambulance services.

Annually or as necessary, the City performs enrollment, changes in enrollment and payroll deduction, provides assistance in claims problem resolution and explanation of benefits issues, and assists in coordination of benefits with other providers. Some or all of these activities may require the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence and employees will not disclose PHI from these processes for employment-related actions, except as provided by administrative procedures.

- Disclosures that do not qualify as PHI – protected

disclosures include: disclosure of PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosure to worker’s compensation providers and those authorized by the worker’s compensation providers.

- Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.
- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving worker’s compensation and/or medical information received to verify ADA or FMLA status.

4.07 ELECTIVE ADDITIONAL INSURANCE

Additional insurance coverage is available from AFLAC and The Standard through payroll deductions for those employees choosing to supplement their coverage(s) for themselves or their families. Please see the City’s Human Resources Department who will arrange for an appointment with the AFLAC agent. AFLAC and voluntary life are the only additional elective insurance that is available through payroll deduction.

4.08 125 PLAN

The City participates in a Section 125 Plan that allows for pre-tax deductions for medical insurance premiums that provide your family with medical coverage. Elective additional insurance can also be provided through pre-tax deduction by participating in this plan. There is no cost to the employee but annual election of this plan needs to be made. Annual employee discussions in November/December will provide you with this opportunity. The City’s Human Resources department can explain the 125 Plan requirements and can activate your participation.

4.09 PAID TIME OFF (PTO) OVERVIEW

Because the City recognizes the importance of paid time off (PTO) in providing the opportunity for rest, recreation and personal activities, the City grants annual paid time off (PTO) to full-time regular employees. Effective January 1, 2025 paid time off will combine previous paid time off (PTO), personal hours, and floating holidays into a single bank. This applies to civilian, police and fire personnel, with adjustments based on shift length. Paid time off (PTO) will be awarded as follows:

PROFESSIONAL POLICE AND FIRE PERSONNEL PAID TIME OFF (PTO) POLICY

Accrual of Paid Time Off (PTO) - During the initial partial calendar year of employment, full-time Professional Police and Fire Personnel with the following hire dates shall be eligible for the following numbers of paid time off (PTO) days to be used during their initial partial calendar year of employment, unless otherwise disclosed in the employee’s affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment, unless a special circumstance approved by the Mayor or Deputy Mayor/Chief of Staff

Hire Date	8-Hour Personnel PTO Eligibility (in hours)	12-Hour Personnel PTO Eligibility (in hours)	24-Hour Personnel PTO Eligibility (in days)
JAN 1 - JUNE 30	80	84	6
JUL 1 - AUG 31	40	48	3
SEPT 16 - DEC 31	0	0	0

For an example: John Doe is hired May 10th and is an 8-hour per day employee. He will accrue paid time off (PTO) in his first partial year of employment to be taken after the 90 days of employment, unless a special circumstance and must be approved by the Mayor or Deputy Mayor/Chief of Staff

Following the initial partial year of employment, full-time regular employees shall be eligible for the following numbers of paid time off, during each of the following calendar years of employment:

Calendar Year of Employment*	8-Hour Personnel PTO Eligibility (in hours)	12-Hour Personnel PTO Eligibility (in hours)	24-Hour Personnel PTO Eligibility (in days)
2 ND through 3 RD	120	228	11
4 TH through 7 TH	160	264	14
8 TH through 14 TH	200	312	17
15 TH through 21 ST	240	348	20
22 ND and beyond	280	384	23

* Excludes the initial partial calendar year of employment. The City reserves the right, in its sole discretion, to credit new employees with years of relevant employment for the purpose of calculating the number of days of paid time off (PTO) to which they are entitled.

Non-exempt full-time regular employees shall receive pay for their regularly scheduled number of hours per workday for each paid time off day that is taken. Paid time off pay shall be paid at the non-exempt employee’s regular straight time hourly wage rate as of the date the paid time off is taken. Exempt salaried employees shall receive their regular salary without loss of pay for paid time off (PTO) days taken. Paid time off (PTO) pay shall not be paid in advance.



Paid Time Off (PTO) Carryover - Unused paid time off (PTO) days at the end of the calendar year in which they are available for use may not be carried over into the next calendar year, and no payments will be made in lieu of taking paid time off (PTO).

Termination of Employment - Upon termination of an employee's employment for any reason (voluntary or involuntary), the City will pay out any earned and unused paid time off (PTO) time.

Paid Time Off (PTO) Scheduling Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of paid time off (PTO). At least two weeks' notice should be given to your supervisor for paid time off (PTO) requests of one week or longer. All requests for paid time off (PTO) are subject to your supervisor's approval. Some departments may require more notice because of the need to schedule employees to fulfill shift requirements.

Professional Police personnel may take paid time off (PTO) hours in one-hour increments

ADMINISTRATION AND PUBLIC WORKS PERSONNEL PAID TIME OFF (PTO) POLICY

Accrual of Paid Time Off (PTO) - During the initial partial calendar year of employment, full-time regular employees with the following hire dates shall be eligible to earn the following number of paid time off (PTO) days to be used during their first initial partial calendar year of employment, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment.

Hire Date	Hours PTO
JAN 1 - JUNE 30	80
JUL 1 - AUG 31	40
SEPT 1 - DEC 31	0

Following the initial partial year of employment, full-time regular employees shall be eligible to earn the following number of annual paid time off (PTO) days during each of the following calendar years of employment:

Calendar Year of Employment*	8-Hour Personnel PTO Eligibility (in hours)	12-Hour Personnel PTO Eligibility (in hours)	24-Hour Personnel PTO Eligibility (in days)
2 ND through 3 RD	120	228	11
4 TH through 7 TH	160	264	14
8 TH through 14 TH	200	312	17
15 TH through 21 ST	240	348	20
22 ND and beyond	280	384	23

* Excludes the initial partial calendar year of employment. The City reserves the right, in its sole discretion, to credit new employees with years of relevant employment for the purpose of calculating the number of

days of paid time off (PTO) to which they are entitled.

All paid time off (PTO), including stipend and carryover days, may be taken in 1 hour increments.

Non-exempt full-time regular employees shall receive pay for their regularly scheduled number of hours per workday for each paid time off (PTO) day that is taken. Paid time off (PTO) pay shall be paid at the non-exempt employee's regular straight time hourly wage rate as of the date the paid time off (PTO) is taken. Exempt salaried employees shall receive their regular salary without loss of pay for paid time off (PTO) days taken. Paid time off (PTO) pay shall not be paid in advance.

Paid Time Off (PTO) Carryover - An employee may carry over five days of earned and unused paid time off (PTO) at the end of each calendar year but the accumulation from year to year may not exceed 5 days, unless otherwise approved by the Chief of Staff or Mayor. If additional paid time off (PTO) carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused paid time off (PTO) days at the end of a calendar year will be lost and not paid out. In other words, no payments will be made in lieu of taking paid time off (PTO), except, as described below, for payment of paid time off (PTO) days at the time of termination.

Termination of Employment - Upon termination of an employee's employment for any reason (voluntary or involuntary), the employee shall be entitled to paid time off (PTO) pay for any paid time off (PTO) time which is earned but unused at the time of termination. Payment for such paid time off (PTO) time shall be made by the City on or by the employee's next regular payday following termination.

Paid Time Off (PTO) Scheduling - Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of paid time off (PTO). At least two weeks' notice should be given to your supervisor for paid time off (PTO) requests of one week or longer. All requests for paid time off (PTO) are subject to your supervisor's approval. Some departments may require more notice because of the need to schedule employees to fulfill shift requirements.

4.10 FIXED HOLIDAYS

A fixed holiday schedule will be approved by the Board of Public Works and Safety of Westfield each year and communicated to the employees once approved. These fixed holidays will be observed and paid for all civilian full-time and probationary employees.

To be eligible to receive holiday pay, an employee must work the last scheduled workday before and the next scheduled work day after the holiday unless

the Department Head has approved an absence as is provided in the benefits programs provided by the City, or as otherwise provided by law. In the case of family illness a doctor's excuse will be required since these events would be unscheduled.

1. Fixed Holidays during Training Probation

Employees are eligible for all fixed holidays (excluding Professional Police and 24-hour Fire Personnel) during their training probation. Professional Police (8-hour and 12-hour) and 24-hour Fire Personnel are only eligible to take paid time off during their training probation period after 90 days of employment, unless otherwise approved by the Mayor or Deputy Mayor/Chief of Staff.

2. Fixed Holidays during Disciplinary Probation

Employees are eligible for all fixed and floating holidays, including paid time off (PTO) and sick time, during their disciplinary probationary period. Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used.

3. Professional Police Officer Fixed Holidays.

Because of different shift requirements, sworn professional police personnel will be eligible for eight (8) hours (not twelve [12] hours) fixed holiday approved by the Board of Public Works and Safety of Westfield (for example, if the Board of Public Works and Safety of Westfield approved 13 total holidays, then sworn professional police personnel will receive 104 hours of paid time off and those allocations will be included in the Paid Time Off (PTO) accruals.)

These hours may be used at the employee's choosing and may be used in one-hour increments. Civilian office personnel working Monday through Friday will observe the fixed holiday schedule as approved by the Board of Public Works and Safety of Westfield. During the first partial year of employment, sworn Professional Police officers are awarded paid time off. See section 4.09 Paid Time Off (PTO) Overview.

Probationary Professional Police officers attending the Indiana Law Enforcement Academy Basic course will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Indiana Law Enforcement Academy basic course is in session during a fixed holiday, the probationary officer will bank fixed holiday hours. Any banked fixed holiday hours will be taken as floating holidays. These hours may be used at the employee's choosing and may be used in one-hour increments.

Professional Police officers assigned to a temporary or light-duty office assignment will observe the fixed holiday schedule approved by the Board of Public

Works and Safety of Westfield. If the Professional Police officer has utilized all available holiday hours, other benefit time may be utilized, or the hours shall be taken as unpaid. At the conclusion of this temporary or light-duty assignment, non-office Professional Police officers will revert back to the floating holiday policy. Under no circumstances will an employee be permitted to take more holiday hours than approved by the Board of Public Works and Safety.

4. Professional Fire Personnel Fixed Holidays

Because of different shift requirements, the professional fire and EMS personnel will be eligible for four (4) paid time off days and must be taken in full day increments. Those allocations are included in the Paid Time Off (PTO) accruals. During the first partial year of employment, these days will be pro-rated as follows:

Professional Fire Personnel Floating Holiday During First Year of Employment after 90 days (24 Hour Personnel)

If a regular or probationary full-time employee (non-public safety) works on a fixed holiday that is approved by the Board of Public Works and Safety of Westfield, the employee will receive pay at 1.5 times their regular rate of pay for the time worked in addition to the straight time pay for the holiday. There is no special holiday pay for professional fire and police personnel.

Fixed Holidays are not paid upon termination from employment.

4.11

PERFECT ATTENDANCE DAY

Employees are awarded one (1) paid day off from work during the twelve-month period following a perfect attendance calendar year. Perfect Attendance is defined as having taken no Sick Leave, Family Illness Leave or Industrial Injury Leave during the calendar year. If an employee takes Compensation Time or other benefit time in place of Sick Leave, such employee remains eligible for perfect Attendance. This is not a paid benefit at the time of termination of employment, nor can it be carried over from year to year. A paid day is defined as the employee's normally scheduled work hours in one day (7.5, 8, 12, or 24 hour).

4.12

EMPLOYEE ASSISTANCE PROGRAM

City of Westfield has a confidential voluntary Employee Assistance Program (EAP) available to employees and anyone living within their household. It is the responsibility of the employee to seek assistance from EAP when needed. Five (5) sessions per issue will be provided free of charge. Please contact Human Resources for any further information regarding this program.

2025 Holiday Schedule

- January 1
- January 20
- February 17
- May 26
- July 4
- September 1
- November 27
- November 28
- December 24
- December 25
- December 31

JANUARY



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Wednesday, January 1, 2025 **New Year's Day (observed)**
 Monday, January 20, 2025 **Martin Luther King Jr. Day**

FEBRUARY

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Monday, February 17, 2025 **Presidents' Day**

MARCH

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APRIL

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MAY

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Monday, May 26, 2025 **Memorial Day**

JUNE

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JULY

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Friday, July 4, 2025 **Independence Day**

AUGUST

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SEPTEMBER

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Monday, September 1, 2025 **Labor Day**

OCTOBER

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NOVEMBER

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Thursday, November 27, 2025 **Thanksgiving Day**
 Friday, November 28, 2025 **Day After Thanksgiving**

DECEMBER

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Wednesday, December 24, 2025 **Christmas Eve (observed)**
 Thursday, December 25, 2025 **Christmas Day (observed)**
 Wednesday, December 31, 2025 **New Year's Eve (observed)**

CITY OF

Westfield
INDIANA

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5.00

COMPENSATION & PAYROLL

5.01 COMPENSATION PROGRAMS

It is the desire of the City of Westfield that its salary and benefit programs will attract and retain people well qualified to achieve high standards of performance in their work. We encourage new employees to build their careers with the City. In keeping with this desire, compensation and benefit programs are reviewed annually and work performance is reviewed to encourage continued growth in your personal contributions toward the goal of providing service to the citizens of our community.

Every job with the City is reviewed and given a salary range for a starting salary. Salary ranges are reviewed annually with other similar positions within other communities throughout the State of Indiana and changes are made when appropriate. This is accomplished annually with the City Council approving a salary ordinance. Salary increases are approved by the City Council and generally are administered annually in January of each year.

In addition to the compensation and benefits programs, the City of Westfield pays longevity for the Police Department **employees** pursuant to the current year's salary ordinance. Longevity is paid on a per pay basis beginning January of each year and is calculated based on the Employment Anniversary Date, Policy 2.11.

Employees become eligible for longevity pay after the first full calendar year of employment. Based upon years of service, years 1-10 is \$200 per year and years 11-25 is \$250 per year. For example, an employee hired on February 1, 2010, first becomes eligible for longevity pay on January 1, 2012. Similarly, an employee hired December 15, 2010, also first becomes eligible for longevity pay on January 1, 2012.

5.02 PAY PERIODS & NOTICE OF DEPOSIT DELIVERY

Pay periods will be for a period of two weeks. The Clerk-Treasurer's office issues an annual schedule of pay dates.

Any error in your pay should be reported immediately to the Clerk-Treasurer so it can be corrected. Any request for payroll adjustment must be submitted in writing to the Clerk-Treasurer. Should an employee wish to designate a family member or other person to have access to their payroll information, such designation must be in writing to the Clerk-Treasurer.

5.03 ATTENDANCE CARDS / FORMS / TIME KEEPING SYSTEM

You are responsible for reporting your own time and it should be submitted to your supervisor at the end of the two-week period. The supervisor will approve and

forward to the Clerk- Treasurer's office for processing.

Employees are covered by the Fair Labor Standards Act, and are responsible for submitting hours worked each pay period into the payroll system of the City's choosing. Your pay is computed from this information.

To ensure maximum accuracy this should be completed daily. Your approval in the system and the approval of your supervisor certify the accuracy of all time information.

5.04

FAIR LABOR STANDARDS ACT

The Fair Labor Standards Act is a federal law that, in part, establishes minimum wage and overtime pay requirements for certain categories of work. Individuals who are not exempted from these requirements are referred to as "non-exempt" employees. Employees who are exempted from (not covered by) these requirements are classified as "exempt" employees. Your status is explained at the time of your employment.

5.04 (B)

FLSA PROTECTIONS TO PUMP AT WORK (PUMP ACT)

The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Employees are entitled to a place to pump at work, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public. City of Westfield will abide by this requirement set forth by the Fair Labor Standards Act (FLSA). Contact Human Resources with any questions or requests concerning the PUMP Act.

5.05

OVERTIME PAY / COMPENSATORY TIME

It shall be the policy of the City Council to comply with all state and federal laws and regulations regarding compensation of minimum wage and overtime for all employees covered by the provisions of the Fair Labor Standards Act effective April 1986 and as amended.

For some employees, time worked in excess of the regular shift may be compensated with compensatory time off. Compensatory time off rather than paid overtime may be granted on a case- by-case basis at the discretion of an employee's immediate supervisor. It is recognized that the individual Department Heads must work within the specific workplace needs of their departments, and must have the ultimate decision making responsibility in offering the compensatory time option.

GENERAL GUIDELINES

1. Overtime and compensatory time off shall be

earned at the rate of 1.5 hours for each hour worked in excess of the established work period described below.

2. Time worked required for continuation of any given assignment beyond the normal workday shall be accumulated to the nearest quarter hour of service performed.
3. All overtime and compensatory time must be pre-authorized by the applicable Department Head. Employees who work unauthorized time without approval may be subject to disciplinary action.
4. Fixed Holidays, Paid Time Off (PTO), Vacation, industrial injury accidents, and absence for jury and witness duty are considered time worked in fulfilling the requirements for overtime or compensation time eligibility. Sick leave is not included for calculating overtime or compensation time except for 24 hour fire personnel.

PUBLIC WORKS DEPARTMENT PERSONNEL

For those personnel regularly scheduled for 40 hours per week:

Hourly employees regularly scheduled to work 40 hours per week will receive pay at the rate of time and one-half for hours worked in excess of 40 hours per week. For pay purposes the workweek begins on Sunday and ends on Saturday.

Overtime pay calculation is based upon your regular hourly rate times 1.5.

ADMINISTRATIVE OFFICE PERSONNEL

For those personnel regularly scheduled for 37.5 hours per week:

Hourly employees regularly scheduled to work 37.5 hours per week will receive pay at the rate of time and one-half for hours worked in excess of 40 hours per week. For pay purposes the workweek begins on Sunday and ends on Saturday. This would mean that the first 2.5 hours worked beyond the standard 37.5 hour work week would be at straight time for these employees.

Overtime pay calculation is based upon your regular hourly rate for the workweek times 1.5

PUBLIC SAFETY PERSONNEL (POLICE AND FIRE)

For public safety personnel (fire and police), please discuss the rules associated with overtime with your department head.

For 24-hour fire personnel, overtime is paid during the 28-day pay period when work exceeds 212 hours.

For professional police, overtime is paid during the 14-day pay period when work exceeds 85½ hours.



5.06**NON-EXEMPT EMPLOYEES:
COMPENSATORY TIME OFF****(A) DEFINITIONS**

1. Civilian Employee shall refer to all City of Westfield employees not employed as Professional Police Employees or Professional Fire Employees.
2. Professional Police Employee shall refer to professional police personnel.
3. Professional Fire Employee shall refer to professional fire personnel.

(B) NON-EXEMPT CIVILIAN EMPLOYEES: STANDARD WORKWEEK AND OVERTIME

1. The standard workweek for full-time Non-Exempt Civilian Employees is either 37½ or 40 hours.
2. Any hours worked in excess of the Non-Exempt Civilian Employee's regularly scheduled hours per workweek must have the prior approval of the employee's department head or the department head's designee. Any hours worked by a Non-Exempt Civilian Employee in excess of their regularly scheduled hours for the workweek must fall within the department's budgetary limitations, except in the case of an emergency.
3. Non-Exempt Civilian Employees are required to report all hours worked on a personal time sheet that is signed by the employee's department head or the department head's designee. Failure to accurately report hours worked shall result in employee discipline.
4. Non-Exempt Civilian Employees shall be entitled to compensation at their regular hourly rate for each hour (of portion of an hour) worked in excess of 37½, but less than or equal to 40 hours in any workweek.
5. If Non-Exempt Civilian Employees are required to perform work for more than 40 hours in a workweek, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (C) for any hour (or portion of an hour) worked in excess of 40.

**(C) NON-EXEMPT CIVILIAN EMPLOYEES:
COMPENSATORY TIME OFF**

1. As used within this subsection (C), "department head" shall refer to the department head for the applicable Non-Exempt Civilian Employee or the department head's designee.
2. When a Non-Exempt Civilian Employee works more than 40 hours in a workweek, the department head,

at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the department head must have an understanding with the Non-Exempt Civilian Employee that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Civilian Employee's performance of the overtime work.

3. Where compensatory time off is substituted for overtime pay, the Non-Exempt Civilian Employee shall be entitled to compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 40 in a workweek.
4. Where a Non-Exempt Civilian Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Civilian Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Civilian Employee's compensatory time off balance is reduced below 40 hours, unless otherwise approved by the department head.
5. Where a Non-Exempt Civilian Employee has accrued a balance of 40 hours of compensatory time off, the employee will be paid overtime for any hours worked in excess of 40 in a workweek until such accrued balance is reduced below 40 hours, unless otherwise approved by the department head.
6. Non-Exempt Civilian Employees must submit requests to use earned compensatory time off to their department head. Department heads shall allow Non-Exempt Civilian Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the department head's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
7. Under no circumstances may a Non-Exempt Civilian Employee take compensatory time off until the employee has earned compensatory time off.
8. Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

(D) NON-EXEMPT PROFESSIONAL POLICE EMPLOYEES: STANDARD WORK PERIOD AND OVERTIME

1. The standard work period for full-time Non-Exempt Professional Police Employees is 14 days.
2. Any hours worked in excess of 85½ hours per work period must have the prior approval of the Police Chief, or the Police Chief's designee. Any hours worked by a Non-Exempt Professional Police Employee in excess of 85½ must fall within the department's budgetary limitations, except in the case of an emergency.
3. Non-Exempt Professional Police Employees are required to report all hours worked on a personal time sheet that is signed by the Police Chief or the Police Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.
4. If Non-Exempt Professional Police Employees are required to perform work for more than 85½ hours in a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (E) for any hour (or portion of an hour) worked in excess of 85½.

(E) NON-EXEMPT PROFESSIONAL POLICE EMPLOYEES: COMPENSATORY TIME OFF

1. As used within this subsection (E), "Police Chief" shall refer to the Police Chief for the City or the Police Chief's designee.
2. When a Non-Exempt Professional Police Employee works more than 85½ hours in a given work period, the Police Chief, at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the Police Chief must have an understanding with the Non-Exempt Professional Police Employees, or their representative, that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Professional Police Employee's performance of the overtime work.
3. Where compensatory time off is substituted for overtime pay, the Non-Exempt Professional Police Employee shall be entitled to compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 85½ in a work period.
4. When a Non-Exempt Professional Police Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Professional Police Employee has accrued a balance of 40 hours

of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Professional Police Employee's compensatory time off balance is reduced below 40 hours.

5. When a Non-Exempt Professional Police Employee has accrued a balance of 40 hours of compensatory time off, the employee will be paid overtime for any hours worked in excess of 85½ in a work period until such accrued balance is reduced below 40 hours.
6. Non-Exempt Professional Police Employees must submit requests to use earned compensatory time off to the Police Chief or their designee. The Police Chief or designee shall allow Non-Exempt Professional Police Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the Police Chief's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
7. Under no circumstances may a Non-Exempt Professional Police Employee take compensatory time off until the employee has earned compensatory time off.
8. Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

(F) NON-EXEMPT PROFESSIONAL FIRE EMPLOYEES: STANDARD WORK PERIOD AND OVERTIME

1. The standard work period for full-time Non-Exempt Professional Fire Employees is 28 days.
2. Any hours worked in excess of 212 hours per work period must have the prior approval of the Fire Chief, or the Fire Chief's designee. Any hours worked by a Non-Exempt Professional Fire Employee in excess of 212 must fall within the department's budgetary limitations, except in the case of an emergency.
3. Non-Exempt Professional Fire Employees are required to report all hours worked on a personal time sheet that is signed by the Fire Chief or the Fire Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.
4. If Non-Exempt Professional Fire Employees are required to perform work for more than 212 hours in



a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (G) for any hour (or portion of an hour) worked in excess of 212.

(G) NON-EXEMPT PROFESSIONAL FIRE EMPLOYEES: COMPENSATORY TIME OFF

1. As used within this subsection (G), “Fire Chief” shall refer to the Fire Chief for the City or the Fire Chief’s designee.
2. When a Non-Exempt Professional Fire Employee works more than 212 hours in a given work period, the Fire Chief, at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the Fire Chief must have an understanding with the Non-Exempt Professional Fire Employees, or their representative, that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Professional Fire Employee’s performance of the overtime work.
3. When compensatory time off is substituted for overtime pay, the Non-Exempt Professional Fire Employee shall be entitled to earn compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 212 in a work period.
4. When a Non-Exempt Professional Fire Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Professional Fire Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Professional Fire Employee’s compensatory time off balance is reduced below 40 hours.
5. When a Non-Exempt Professional Fire Employee has accrued a balance of 40 hours of compensatory time off, the employee must be paid overtime for any hours worked in excess of 212 in a work period.
6. Non-Exempt Professional Fire Employees must submit requests to use earned compensatory time off to the Fire Chief. The Fire Chief shall allow Non-Exempt Fire Department Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the Fire Chief’s discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
7. Under no circumstances may a Non-Exempt

Professional Fire Employee take compensatory time off until the employee has earned compensatory time off.

8. Employees cannot demand the payout of accrued but unused comp time during employment. In the City’s discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

5.07

EXEMPT EMPLOYEES: FLEX TIME OFF

(A) EXEMPT EMPLOYEES: STANDARD WORKWEEK

1. Exempt Employees are required to work the numbers of hours necessary to complete their assigned tasks in any given workweek.
2. Exempt Employees are not entitled to overtime pay.
3. Effective January 1, 2025, exempt employees shall not be entitled to earn “Flex Time Off” as set forth in subsection (B), and must use any remaining “Flex Time Off” accrued in 2024 by March 31, 2025. Any remaining “Flex Time Off” after March 31, 2025 will be removed and no payment will be made in lieu of remaining “Flex Time Off”. Under no circumstances will accrued but unused flex time off be paid out upon separation from employment.

5.08

EMERGENCY CALL-IN PAY

Regular employees who are paid on an hourly basis (non-exempt) may qualify for emergency call-in pay under certain circumstances. If you are notified away from work that “emergency” call-in work is necessary, you will receive overtime pay for whatever amount of work time is involved with a minimum of three hours at the overtime rate, even though the job may be completed in less time. For such an emergency call-in, time spent in travel to and/or from work will be considered time worked.

For the Police and Fire Department, off-duty manpower called in for emergencies will also be paid overtime for whatever amount of work-time is involved, including travel time, with a minimum of 3 hours paid at the overtime rate, even though such work may be completed in less time.

Non-exempt professional police employees required to attend a work-related court hearing outside of their scheduled weekly work hours will be paid overtime for whatever amount of work time is involved, with a minimum of three hours paid at the overtime rate, even though such work may be completed in less time.

For the Public Works and Informatics Departments, this policy is superseded by the On-Call Policy implemented within the department.

5.09

WORKER'S COMPENSATION INSURANCE

If an employee is injured on the job as a result of an accident or if an employee develops an occupational disease, the City provides, through worker's compensation insurance, payment of weekly income in accordance with worker's compensation and occupational disease laws. Outside employment is prohibited while an employee is off work due to a work place illness or injury covered by Worker's Compensation Insurance.

The employee has the responsibility of reporting any accident or injury, which occurs while working, to their immediate supervisor. Failure to report an injury while on duty, that day, or at the end of that shift may result in a denial of benefits and/or disciplinary action.



Management will work with the City's Human Resources Department to complete the required documents to comply with the law and meet submission deadlines.

It is critical that worker's compensation reports be completed on time. 

5.10

PAYROLL DEDUCTIONS

Several deductions are made from your pay including federal income tax, state income tax, social security tax, Medicare tax, and county income tax. An employee, by written request to the Human Resources Department, may have a portion of their wages or salary withheld for additional approved purposes, such as:

- Purchase of group health, dental and vision coverage(s)
- Purchase of supplemental insurance coverage(s)
- One America investment program 
- Fire Personnel PERF retirement plan 
- Union Dues

SOCIAL SECURITY TAX - MEDICARE TAX

You pay for one-half of your social security and Medicare tax commonly known as FICA. The City of Westfield pays the other half for you. The social security tax and Medicare tax you pay is withheld from your paycheck. This tax is a percentage of salary (up to a certain annual maximum earnings figure; and the percentage applied to your salary is also subject to change). There are four kinds of government benefits covered by this tax; disability benefits, retirement benefits, Medicare, and survivor benefits.

Effective January 1, 2025 the City will remove the City's portion and employee portion of the Social Security tax for employees in the 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund). The City will place the City's portion of the Social Security rate of total pay into a City sponsored 401A Retirement Plan. Employees in the '77 Fund have an option to place monies into a City sponsored 457B Retirement Plan.

5.11

GARNISHMENTS

We expect that each employee will be responsible for their own financial obligations; however, there are times the City will be required by law to withhold funds from your paycheck because of a court order. By law we reserve the right to charge the maximum administrative fee to the employee for each transaction.

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6.00

UNEMPLOYMENT COMPENSATION

6.01 ELIGIBILITY AND DESCRIPTION

Eligible City employees are covered by the unemployment compensation program administered by the Indiana Department of Workforce Development (IDWD). Generally, this compensation is available to those who are terminated from City employment through no fault of their own (layoffs or manpower cut-backs) and are actively seeking employment elsewhere. Eligibility is determined by the IDWD on a case-by-case basis. An application must be made by the worker before benefits can be considered by the IDWD.

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CITY OF

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7.00

LEAVES OF ABSENCE

7.01 MEDICAL LEAVE (SICK LEAVE)

Sick leave (provided after completion of 90 days of employment) is defined as absence from work with pay by any full-time regular employee as a result of any physical injury or illness, psychological condition or disability that incapacitates the employee to a degree that performance of the employee's job assignment is impaired. Outside employment is prohibited for any medical leave of absence. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. Finally, sick leave may be utilized when an employee is unable to work because the employee is quarantined. However, sick leave shall not be considered a benefit of employment with the City and upon separation from employment for any reason, voluntary or involuntary; the City shall not pay such employee for any unused and/or accumulated sick leave. Pay for sick time will be based upon your normally scheduled workday (7 ½, 8, 12, or 24 hours) and can be taken in half-hour increments.

Employees (other than firefighters) will be permitted to substitute available paid time off or compensatory time for sick days.

COVID-19

Employees should be alert for symptoms, watch for fever, cough, shortness of breath, or other symptoms of COVID-19. If an employee believes they may have symptoms or has tested positive for COVID-19, that individual must immediately notify their supervisor as well as Human Resources and follow CDC recommended precautions or their Health Care Provider's recommendation. Also, if an employee has been exposed to COVID-19 and is required to quarantine per CDC guidance, that individual must notify their supervisor as well as Human Resources and follow CDC recommended precautions or their Health Care Provider's recommendation.

COVID-19 vaccines and boosters are not mandatory for employees, but are highly encouraged. Studies show that COVID-19 vaccines and boosters are effective at lessening COVID-19 symptoms.

Any COVID-19 related questions should be directed to Human Resources.

EMPLOYEES ON FULL-TIME PROBATIONARY TRAINING EMPLOYMENT STATUS

Paid absence because of injury or illness (not related to work) during the first 90 days of all probationary training employment periods is not covered and time off from work would be without pay.

SICK PAY DURING PROBATION

Hire Date	Hours PT
JAN 1 - MAR 31	72
APR 1 - JUN 30	48
JUL 1 - SEP 30	24
OCT 1 - DEC 31	0

REGULAR FULL-TIME EMPLOYEES

If a regular full-time employee is absent because of illness or injury, they will, with Department Head approval, receive full pay as follows.

Beginning each January 1, all regular full-time employees will be eligible to receive ninety- six (96) paid Sick Hours (or pro-rated hours based on hours worked if any employee works 30 to 37 hours) to be used during the calendar year.

CARRY OVER SICK HOURS

Unused Sick Hours for 7-1/2, 8 and 12-hour shift personnel as of December 31 of each year may be accumulated to a maximum of 320 hours and carried forward to be used in the next calendar year. 8 and 7-1/2-hour shift personnel accumulate no more than 320 Sick Hours in one year including the New Year's sick pay eligibility.

Unused Sick Hours for 24-hour shift fire personnel as of December 31 of each year may be accumulated to a maximum of 480 hours and carried forward to be used in the next calendar year. 24-hour shift fire personnel accumulate no more than 480 Sick Hours in one year including the New Year's sick pay eligibility.

Unused Sick Hours for 24-hour shift fire personnel as of December 31 of each year may be accumulated to a maximum of 480 hours and carried forward to be used in the next calendar year. 24-hour shift fire personnel accumulate no more than 480 Sick Hours in one year including the New Year's sick pay eligibility.

OTHER SICK LEAVE ADMINISTRATIVE ISSUES

Unless another time period is permitted by law, if illness or injury prevents an employee from reporting for work, they must contact their immediate supervisor of their absence prior to time they is to begin the workday.

When on sick leave, employees must be at home, at a medical facility, or be able to explain their whereabouts when requested. Failure to provide formal documentation as to one of the three requirements will result in severe disciplinary action that may include termination. No employee on sick leave will be permitted to perform any off-duty employment.

A minor illness or injury to an employee may cause a temporary sick leave of up to three (3) days to be granted

by the supervisor. No certified medical form is required, but the City of Westfield reserves the right to obtain such a document at any time. Employees off due to illness four (4) days or longer will require medical documentation supporting the need for the absence. 24 Hour Firefighter employees off due to illness for two (2) consecutive assigned workdays will require medical documentation to support the need for the absences. In addition, the City of Westfield may request further medical review of the employee by a City-designated physician at the City's expense.

All illnesses or injuries requiring medical documentation will require a fitness evaluation and medical documentation release for duty prior to coming back to work. In order to be paid for sick leave, an employee must be sick as defined above (any physical injury or illness, psychological condition or disability that incapacitates the employee to a degree that performance of the employee's job assignment is impaired). Therefore, in some circumstances a physician's opinion may be required in order to draw a sick leave benefit.

ABSENTEEISM AND ABUSE OF SICK LEAVE

The following shall be grounds for discipline up to and including termination:

- Use of sick leave for reasons other than illness or injury, except as expressly permitted in this manual.
- Pattern of sick leave abuse. This includes recurring use of sick hours on Fridays or Monday, before or after holidays, or before or after scheduled time off such as vacations, birthdays, personal days, or compensatory days off. This also includes repeated use of sick leave hours at times which the employee reasonably should know to be important to the department because of workload, deadlines, or other causes rendering absences particularly troublesome to the department. Any combination of the above may constitute a pattern of abuse of sick leave and will be dealt with severely through normal disciplinary measures provided for in this manual.

SICK HOUR BANK

In an effort to create an opportunity for a benefit to those employees who may have a major medical issue, the City of Westfield has created a Sick Hour Bank. The Sick Hour Bank shall be administered as follows:

ELIGIBILITY:

To be eligible to enroll in the Sick Hour Bank the employee first must have available the maximum allowable number of hours that may be accumulated pursuant to Section 7.01 "Carry over Sick Hours" of this policy and procedure manual.

ENROLLMENT:

1. Employees may elect to participate in the Sick Hour Bank by completing an Enrollment Form and contributing the required number of accumulated Sick Hours to the Sick Hour Bank during the City's Sick Hour Bank open enrollment period.
2. The open Enrollment Period shall begin on December 1st and close on December 31st.
3. To enroll in the Sick Hour Bank the employee must donate ninety-six (96) of their accumulated Sick Hours to the bank.
4. Any employee who fails to complete the Enrollment Form by December 31st and/or contribute the required number of accumulated sick hours during the open enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.
5. Claims against the Sick Hour Bank may only be made for the employee's own major medical issue. The Sick Hour Bank does not cover extended leave to care for a family member with a major medical issue.
6. An employee may not make a claim against the Sick Hour Bank during any time period during which they are receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Chief of Staff and/or City Council.
8. Any employee who makes an approved claim against the Sick Hour Bank in a given calendar year will be relieved of the forty-eight (48) sick hour donation requirement for that year.
9. Any Sick Hours donated to the Sick Bank are non-redeemable except for a qualified claim. Hours contributed to the Sick Hour Bank will not be paid out upon termination.

CONTINUED PARTICIPATION IN THE SICK BANK:

1. To remain actively enrolled in the Sick Hour Bank, the employee must donate forty-eight (48) Sick Hours during the enrollment period each subsequent year to remain qualified to submit claims against the Sick Hour Bank the following calendar year.
2. Any employee who fails contribute the required number of accumulated Sick Hours during the Open Enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

ADMINISTRATION:

1. An employee must be a member of the Sick Hour Bank for at least sixty (60) days prior to applying for benefits from the Sick Hour Bank.
2. The maximum benefit that any individual employee may claim against the Sick Hour Bank in a given calendar year is the lesser of one thousand four hundred and forty (1,440) hours or the balance of Sick Hours contributed by all City employees that remain in the Sick Hour Bank.
3. Any employee petitioning to utilize the Sick Hour Bank must have utilized all of their paid time off benefits (Sick Hours, Personal Hours, Vacation Days, etc.) before being able to utilize the Sick Hour Bank.
4. Any employee who desires to make a claim against the Sick Hour Bank must submit their request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the employee's medical provider explaining the employee's need for and the expected length of the employee's leave.
5. Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to a maximum of 120 work-day hours per calendar year, without loss of pay or paid time off (PTO), for the time when the employee is: (1) on training duties of the state under the order of the governor as commander in chief; or (2) a member of any reserve component under the order of the reserve component authority. (I.C. 10-16-7-5(b)). An employee may be required to present copies of military orders or other notification papers to their supervisor to substantiate a requested leave. The portion of any military leaves of absence in excess of 120 work-day hours per calendar year will not be compensated by the City. Unused leave will not carry over into the following year.

7.02**NATIONAL GUARD, RESERVE DUTY AND TASK FORCE LEAVE**

The City of Westfield recognizes the importance of military service to our country and our state. The City will fully comply with all provisions set forth in federal and state law governing military leave. Pursuant to these laws, regular full-time and part-time employees are eligible for unpaid military leave as set forth below. Such leave and the re-employment rights of an employee upon return from such leave shall be determined in accordance with applicable federal and state law and regulations.

Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to a maximum of 120 work-day hours per calendar year, without loss of pay or paid time off (PTO), for the time when the employee is: (1) on training duties of the state under the order of the governor as commander in chief; or (2) a member of any reserve component under the order of the reserve component authority. (I.C. 10-16-7-5(b)). An employee may be required to present copies of military orders or other notification papers to their supervisor to substantiate a requested leave. The portion of any military leaves of absence in excess of 120 work-day hours per calendar year will not be compensated by the City. Unused leave will not carry over into the following year.

If employment is interrupted by a period of service, the employee must be permitted upon request to use any accrued paid time off, annual, or similar leave with pay during the period of service, in order to continue their

civilian pay.

Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to receive an [unpaid] leave of absence for the time when the employee is on state active duty under I.C. 10-16-7-7 or other active duty described in I.C. 10-16-7-23 (referred hereafter as “active duty”). (I.C. 10-16-7-5(c)).

Furthermore, the City will continue to pay both sides of the ‘77 or Civilian PERF for the employee and will continue to give credit for longevity. The City will cover the expense for medical, dental, vision for the employee’s dependents if the dependents were enrolled at the time of deployment. No contributions will be made to any 457 or 401a supplemental retirement plans during deployment.

Nothing contained in this Section 7.020 shall be implemented in violation of the Fair Labor Standards Act or other applicable law. Where a conflict exists, applicable law shall apply instead of this policy.

During a Task Force Leave, Non-Exempt and Exempt employees will receive pay for each hour worked and from portal to portal. Hours worked greater than forty (40) hours in the applicable payroll week, provided that the employee was required to work the additional hours during and as a result of a declared Task Force Leave will be paid at the employee’s overtime rate.

7.03 FAMILY MILITARY LEAVE

In compliance with the Indiana Military Family Leave Act (Indiana Code 22-2-13), the City will allow employees 10 days of unpaid leave when a family member is called to active duty in the United States Armed Forces, the Indiana Army National Guard, or the Indiana Air National Guard. The family member must be scheduled for at least 89 days of active military duty in order for the employee to qualify for family military leave. With the City’s prior approval, an employee may use their earned, unused paid time off, including vacation or personal time, floating holidays, comp time, and flex time, for or a portion of their family military leave. If you believe that you may qualify for family military leave or have questions about taking a family military leave, please contact the Director of Human Resources.

7.04 BEREAVEMENT LEAVE

A paid bereavement leave is authorized per death in the family as specifically described below:

This benefit applies to the death of an employee’s spouse, child, step-child, mother, father, step-father, step-mother, step-brother, step-sister, step-grandchild

(only when any step-relationship is within current marriage), mother-in-law, father-in-law, grandparents (employee’s and spouse’s), grandchildren, brother, sister, sister-in-law, brother-in-law, half-brother, half-sister, son-in-law, daughter-in-law, aunt, uncle, or spouse of any of these listed and a person living in the same household with the employee.

Those employees assigned to 7.5 or 8-hour shifts may be granted five (5) days of Bereavement Leave for spouse, child, step-child, father, step-father, mother, or step-mother and three (3) days of Bereavement Leave for all other family as defined in the above section. Those assigned to 12-hour shifts may be granted four (4) days of Bereavement Leave for spouse, child, step-child, father, step-father, mother, or step-mother and two (2) days of Bereavement Leave for all other family as defined in the above section. Those assigned to 24-hour shifts may be granted two (2) days of Bereavement Leave for spouse, child, step-child, father, step-father, mother, or step-mother and one (1) day of Bereavement Leave for all other family as defined in the above section. This benefit is for full-time employees only.

In special circumstances, usually because of travel distances, an extension of absence with pay may be granted on a case-by-case basis and approved by the Department Head and Chief of Staff.

Any other absence in connection with funerals of other relatives or friends may be excused without pay if paid time off is not available. This decision to allow this absence is at the discretion of the Department Heads.

For purposes of this provision a day equals the number of hours the employee would regularly have been scheduled to work on the day taken off.

7.05 ILLNESS IN THE FAMILY LEAVE

If serious illness, as defined by the FMLA Act of 1993 (see Section 7.09) occurs in your immediate family (mother, father, wife, husband, child, within current marriage stepchild) and your presence is required, pay may be received for a brief absence if approved by your Department Head. A maximum of 3 days for 8 and 7 1/2-hour shift personnel; 2 days for 12-hour shift personnel; and 1 day for 24-hour shift personnel may be granted for each occurrence. No employee shall be able to utilize more than two occurrences within a calendar year. The amount of paid time off depends greatly upon individual circumstances and should be reviewed with and approved by your Department Head upon receipt of a doctor’s notification of the situation. This benefit is available for full-time employees only. Outside employment is prohibited during this leave and time is to be taken in full-day increments.

7.06

CIVIC LEAVE

(Jury Duty, Witness Duty)

Any employee who is summoned to serve on a petit or grand jury or to appear as a witness for the Federal, State or City Government shall immediately inform their Department Head or immediate supervisor. This employee shall be excused from work for the days on which they serve.

An employee's pay during this service period may be reduced by the amount received from the Court. The employee will present proof of service (subpoena) and of the amount of payment received thereof from the clerk of the court or coroner. Payment by the court to the employee for traveling expenses may be retained by the employee.

If an employee is released from jury duty by the court any time prior to noon, they shall report to work as soon as possible but at least within (2) hours of being released by the court.

Part-time employees will not receive compensation for their time away from work for civic leave but will be given excused time off.

7.07

OTHER LEAVES

Full-time employees may also receive leaves of absence for other purposes subject to the approval of the Chief of Staff or Mayor. These leaves may be paid or unpaid and will be considered on a case-by-case basis.

7.08

MATERNITY LEAVE

An employee who is unable to work because of pregnancy, child delivery, or other pregnancy-related causes, shall be treated for purposes of medical leave, vacation leave, leaves of absence, and other benefits, as any other employee with a medical condition. No maternity leave shall be for a period longer than 90 calendar days including the use of earned sick leave and vacation time available.

The City of Westfield will make every reasonable effort to provide employees who are nursing mothers a private place to express breast milk, as well as an appropriate place to store the expressed milk and shall:

1. Provide reasonable paid break time to an employee who needs to express breast milk for their infant child. The break time must, if possible, run concurrently with any break time already provided to the employee;
2. Make reasonable efforts to provide a private space, other than a toilet stall, in close proximity to the work area, for nursing mothers to express milk; and

3. Make reasonable efforts to provide a refrigerator or other cold storage space for expressed breast milk or allow the employee to provide their own portable cold storage device for keeping milk that has been expressed until the end of the employee's work day.

It is the responsibility of the employee to request from Human Resources or their direct supervision a workplace accommodation.

7.08 (A)

PARENTAL LEAVE

The City of Westfield will provide up to 2 weeks of Paid Parental Leave for 8-hour shift personnel (up to eight (8) shifts for 12-hour Police personnel and up to five (5) shifts for 24-hour Fire personnel) to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of Paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

After the Paid Parental Leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued PTO or Comp Time. Upon exhaustion of accrued PTO and Comp Time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

ELIGIBILITY

Eligible employees must meet the following criteria:

- Have been employed with the City of Westfield for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).
- In addition, employees must meet one of the following criteria:
 - Have given birth to a child.
 - Be a spouse or committed partner of a woman who has given birth to a child.
 - Be a parent of a child born via a surrogacy agreement or other similar, legally valid, arrangement.
 - Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a spouse's child is

excluded from this policy.

Paid Parental Leave is not authorized in relationship to a birth event where the child is given up for adoption, and/or parental rights are terminated or surrendered.

AMOUNT, TIME FRAME AND DURATION OF PAID PARENTAL LEAVE

Eligible employees will receive a maximum of 2 weeks of Paid Parental Leave per birth, adoption, or placement of a child/children. The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of Paid Parental Leave granted for that event. In addition, in no case will an employee receive more than twelve weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, placement or adoption occurs within that 12-month time frame.

Each week of Paid Parental Leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid Parental Leave will be paid on regularly scheduled pay dates.

Approved Paid Parental Leave may be taken at any time during the 12-month period immediately following the birth, adoption, or placement of a child with the employee. Paid Parental Leave may not be used or extended beyond this twelve-month time frame.

Employees may take Paid Parental Leave in one continuous period of leave or intermittently in a 12-month time frame. Upon termination of the individual's employment at the company, the employee will not be paid for any unused parental leave.

COORDINATION WITH OTHER POLICIES

Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth, adoption or placement of a child due, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

The company will maintain all benefits for employees during the Paid Parental Leave period just as if they were taking any other City of Westfield paid leave such as paid time off.

Employees for the City of Westfield shall be required to exhaust paid leave before taking unpaid leave whether the leave is short term or long-term disability, FMLA, or

some other form of temporary leave.

REQUESTS FOR PAID PARENTAL LEAVE

The employee will provide the supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). As is the case with all company policies, the City has the exclusive right to interpret this policy.

7.09

FAMILY AND MEDICAL LEAVE ACT OF 1993

The City of Westfield complies with all applicable federal and state laws, including the Family and Medical Leave Act (FMLA) of 1993, as amended. Under the FMLA, eligible employees are entitled to certain rights and have certain obligations, with respect to unpaid leave for certain family and medical reasons.

An eligible employee under FMLA is an employee who has been employed by the City of Westfield for at least 12 months and who has worked at least 1,250 hours within the last 12 months. All public sector employees who meet the above requirements are deemed an eligible employee.

An eligible employee may take FMLA leave for up to 12 weeks per leave year, calculated on a rolling 12 month period measured backward from the date any leave is used, for any of the following four reasons:

1. To care for a newborn child or a child newly placed in the employee's custody through adoption or foster care, for a period of up to one year after such birth or placement. Also includes "in Loco Parentis", an individual who has day-to-day responsibility to care for and financially support a child who is under eighteen (18) years of age or who is older than eighteen (18) years of age and incapable of self-care because of a physical or mental disability;
2. To care for the employee's spouse, child, or parent who has a serious health condition;
3. Because of the employee's own serious health condition, if that condition renders the employee unable to perform their job functions; or
4. Due to any non-medical 'qualifying exigency' arising out of the active duty status (or notice of an impending call or order to active duty) of your spouse, son, daughter or parent in the Armed Forces in support of a contingency operation ("qualifying exigency military leave").

If you are the spouse, son, daughter, parent, or next of kin of a "covered service member", then you may be entitled to take up to 26 workweeks of service member family leave in a 12-month period to care for the service member. This 26-workweek leave entitlement shall be



reduced by any leave taken during the 12-month period for one of the reasons enumerated above. For example, if you took 8 weeks of leave due to your own serious health condition, you would be entitled to up to 18 weeks of service member family leave.

The term “covered service member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term also includes veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness that occurred during the five years preceding the date of treatment.

The term “serious injury or illness” means “an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.”

Spouses employed by the City are jointly entitled to a combined total of up to 26 workweeks of service member family leave.

A serious health condition is defined as any injury, illness, impairment, or physical or mental condition that requires either in-patient care in a medical facility (i.e. overnight hospitalization) or continuing treatment by a health-care provider. Continuing treatment is defined as:

- a. a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition with the requisite instances of subsequent treatment;
- b. any period of incapacity due to pregnancy or for prenatal care;
- c. any period of incapacity due to a chronic serious health condition;
- d. any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- e. any period of absence to receive multiple treatments for certain conditions (e.g. chemotherapy, dialysis); or
- f. other qualifying absences attributable to incapacity. Common colds, flu, earaches, etc. are not considered serious health conditions.

Routine physical, eye or dental examinations are not considered within the scope of continuing treatment and voluntary cosmetic treatments are not generally considered serious health conditions unless inpatient care is required.

An eligible employee generally must give the Department Head at least 30 days notice of their intent to take leave under FMLA. If the employee is unable to give such notice, then the employee must notify the Department Head as quickly as possible. The Department Head will forward the notification immediately to Human Resources for processing and filing. If a notification cannot be obtained from the employee, the Department Head must give notice to Human Resources that an employee is off and Human Resources will determine if the leave applies. When requesting qualifying exigency medical leave or service member family leave, you must provide the City with as much notice as is reasonable and practicable.

In cases of leave to be taken to care for a seriously ill family member or due to an employee’s own serious health condition, the employee must provide the Department Head and the Human Resources Department with certification signed by the health care provider including the following information:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. Medical facts supporting the need for leave;
4. If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the job as well as the nature of any other work restrictions, and the likely duration of such inability;
5. If applicable, a statement that the employee is needed to care for their spouse, child, or parent and an estimated duration of such need; and
6. If applicable, a statement regarding the medical necessity of intermittent or reduced hours schedule leave.

A certification form will be provided to the employee by the City. An eligible employee on FMLA leave must submit to the Department Head and to the Human Resources Department a medical release indicating that the employee is able to return to work and perform the duties identified in the employee’s job description. Without such a release the City of Westfield cannot restore the employee to an active status.

The City of Westfield requires that the employees take any available paid leave (e.g. **vacation**, sick, **personal**) for which they are eligible while on FMLA leave. Employees shall only be eligible to use their accumulated sick leave while on FMLA leave if the FMLA leave is taken for the employee’s own serious health condition. Otherwise, leave is without pay.

The FMLA provides up to either 12 or 26 weeks of job

protected leave. Upon return, the employee will be restored to the position they held prior to taking FMLA leave or to an equivalent position with respect to pay, position and responsibility.

During FMLA leave the City of Westfield is required to maintain the group health benefits for the employee while on leave. Any employee cost for such insurance is still the responsibility of the employee while on leave. The employee is expected to make arrangements with the Department Head and with the Clerk-Treasurer's office for payment of the employee's obligation. Outside employment is prohibited for any medical leave of absence regardless of whether it is for employee's own medical condition, to care for a family member or while on any FMLA leave.

7.10

VACATION LEAVE (UNPAID)

All regular full-time employees may request an additional ten (10) days of **vacation** each calendar year without pay (12-hour personnel may request 7 days and 24 hour employees may request 6 days) after eligible leave is used. Eligible leave is defined as earned **vacation** both carried over from the prior year plus the current year's **vacation plus floating holiday and personal time**. It is not a requirement to take this unpaid vacation leave in weekly increments.

The Department Heads of each department have the sole authority to grant this additional vacation without pay based upon work schedules and requirements in their areas. These days are not eligible to be carried forward to the next year if not used and are not guaranteed to be granted when requested.

Additional leave time may be granted to the extent required by the Americans with Disabilities Act and/or other applicable law.

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8.00

RETIREMENT

8.01 SUMMARY

All regular full-time employees, including the Clerk-Treasurer and the Mayor of the City of Westfield, are allowed to participate in a retirement program, funded at least in part by contributions from the City. Eligibility begins on the first day of employment with the City. Part-time employees are only allowed to participate in the 457 Retirement Plan described in 8.03 below and the City will not make any contributions to that plan. Elected officials may have different retirement options with PERF and should contact PERF prior to their retirement.

8.02 PUBLIC EMPLOYEES RETIREMENT FUND (PERF)

Most full-time employees (other than certain firefighters and police officers described in Section 8.06), the Clerk-Treasurer, and the Mayor of the City of Westfield are required to join the Public Employees Retirement Fund (PERF) maintained by the State of Indiana. This plan is designed as an employer and employee contributory plan. The City of Westfield currently contributes the employee and employer portion to this retirement plan for all eligible employees. Eligible employees are enrolled as of the first day of their employment with the City. Civilian PERF is based on gross wages and calculated at 14.2% total.

Paramedics are considered civilian employees when

it pertains to PERF. The City contributes 14.2% of the paramedic's base pay into the Civilian PERF account and an additional 13% of their base pay as a nonelective contribution into the 401(a) account. Paramedics do not have to contribute to the 457b in order to receive their nonelective contribution.

PERF pays benefits to employees upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the employee's death.

In many municipalities, the employee shares in this retirement cost; however, the City of Westfield has included the employee portion of this cost as an additional benefit to the eligible employees employed by the City. Therefore, there is no payroll deduction for this state retirement program. Employee contributions (made for the eligible employee by the City) are eligible to be refunded to the employee by PERF upon termination of employment if the employee so chooses and applies to PERF for a refund of these funds.

Full particulars regarding PERF are contained in a PERF Member Handbook available on-line at www.in.gov/inprs/perfmbforms.htm. Additional questions should be directed to the Clerk Treasurer's office.

8.03 DEFERRED COMPENSATION (SUPPLEMENTAL RETIREMENT OPTION)

457 RETIREMENT PLAN

The program is entirely voluntary and public employees (full and part-time) may contribute a portion of their salary before federal taxes, if they desire, to a retirement account. The purpose of this program is to help you build your own additional financial security through payroll deductions being contributed to an investment program.

The City’s Director of Human Resources can explain the plan requirements. Changes in payroll deductions should be directed to the Clerk Treasurer’s office. Contact our representative from the retirement plan to make an appointment with you to explain this program in more detail.

8.04

CITY OF WESTFIELD MATCHING INVESTMENT PLAN (A 401(A) PLAN)

This matching program is intended to supplement retirement investment initiatives by all full-time employees, except for employees who participate in the 1977 Fund, for employees that are in Civilian PERF and receive a nonelective contribution in this plan, or employees who have an employment contract that states otherwise. Part-time employees are not eligible for this matching program. The purpose of this matching program is to strongly encourage personal financial saving to secure employees’ future retirement.

The City matches \$0.667 in a 401(a) account for each \$1.00 invested in the 457 Retirement Plan up to 6% of the employee’s annual base salary. The City’s up to 4% matching portion is invested in a 401(a) account and is subject to the vesting schedule below based on your years of service with the City. The City’s Director of Human Resources is available to explain other eligibility requirements. Changes in payroll deductions should be directed to the Clerk Treasurer’s office.

401(A) ACCOUNT VESTING SCHEDULE:

Year 1 Vesting	-----	0%
Year 2 Vesting	-----	0%
Year 3 Vesting	-----	20%
Year 4 Vesting	-----	40%
Year 5 Vesting	-----	60%
Year 6 Vesting	-----	80%
Year 7 Vesting	-----	100%

See the following example of how this program works. This example uses an employee with an annual base salary of \$25,000 and a 457 Retirement Plan Contribution of 6%.

\$25,000	Annual Base Salary
\$1,500	457 Retirement Plan <i>6% of Annual Base Salary</i>
\$1,000	401(a) Retirement Plan City Match <i>\$.667 for each \$1.00 invested in your 457 Retirement Plan</i>

If you invest \$1,500 into the 457 Retirement Plan or Roth Plan, the City will match that contribution at the rate of \$.667 for each \$1.00 or \$1,000. If you contribute less than 6% into the 457 Retirement Plan or Roth plan, the City will match \$.667 for each \$1.00 you contribute. For example, if your contribution is \$800 then the City will contribute \$533 into your account under the 401(a) Retirement Plan.

8.04 (A)

CITY OF WESTFIELD INVESTMENT PLAN (A 401 (A) PLAN) FOR EMPLOYEES IN THE 1977 POLICE OFFICER’S AND FIREFIGHTERS RETIREMENT FUND

Effective January 1, 2025 the City will remove the City’s portion and employee portion of the Social Security tax for employees in the 1977 Police Officers’ and Firefighters Retirement Fund (‘77 Fund). The City will place the City’s portion of the Social Security rate of total pay into a City sponsored 401A Retirement Plan. Employees in the ‘77 Fund have an option to place monies into a City sponsored 457B Retirement Plan. There is no vesting schedule for the City’s contribution into the 401A.

8.05

CITY NONELECTIVE CONTRIBUTION TO 401(A) PLAN FOR CERTAIN POLICE OFFICERS

This policy applies to all police officers who elected to remain in the Civilian PERF Fund as described in Section 8.06 when they were allowed a choice on January 1, 2008. To supplement retirement for this category of police officers who are not participating in the 1977 Police and Firefighters Fund, the City contributes 13% of the police officer’s base pay as a nonelective contribution into the 401a plan described above and 14.2% of the police officer’s gross pay into the civilian PERF, subject to maximums imposed by federal law. Therefore, there is no payroll deduction for those officers participating in this retirement program. This contribution is made in July and January of each year.



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8.06**1977 POLICE AND FIREFIGHTERS FUND**

The 1977 Police and Firefighters Fund ('77 Fund) maintained by the State of Indiana is available to all professional firefighters of the City's Fire Department and to all professional police officers hired on or after January 1, 2008 who are 36 years of age or less on their dates of employment. The '77 Fund was also made available to those professional police officers who enrolled in the Fund effective as of January 1, 2008. Eligible employees are enrolled as of the first day of their employment with the City.

The '77 Fund is designed as an employer and employee contributory plan. Each of the eligible participants has a payroll deduction of 6% of a 1st Class Patrolman or 1st Class Firefighter's base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional 20.3% of the 1st Class Patrolman or 1st Class Firefighter's base salary plus 20 years of longevity pay into the '77 Fund.

Effective January 1, 2024 the city will contribute an additional 1% for the payroll deduction of a 1st Class Firefighter base salary plus 20 years of longevity for eligible professional fire personnel. The new payroll deduction for eligible professional fire personnel will be 5% of a 1st Class Firefighters base salary plus 20 years of longevity.

Effective January 1, 2024 the city will contribute an additional 1% for the payroll deduction of a 1st Class Patrolman base salary plus 20 years of longevity for eligible professional police officers. The new payroll deduction for eligible professional police officers will be 5% of a 1st Class Patrolman base salary plus 20 years of longevity.

The '77 Fund pays benefits to police officers and firefighters upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the police officer's or firefighter's death.

In order to receive retirement benefits, members of the '77 Fund must have completed at least 20 years of creditable service and attained age 52 for an unreduced benefit or age 50 for a reduced early retirement benefit. If a member of the '77 Fund ends employment for any reason other than your death or disability before completing 20 years of creditable service, the member's employee contributions are eligible to be refunded to the member.

Additional information regarding the '77 Fund is available contained in the Police and Firefighters Member Handbook provided on-line at www.in.gov/inprs/policeandfirefighters.htm. Additional questions should be directed to the Clerk Treasurer's office.

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9.00

PERSONAL HEALTH & WELFARE

9.01 ON-THE-JOB INJURY

Non-public safety employees who suffer an on-the-job injury will receive their normal rate of pay for up to five (5) days of their normally scheduled work period provided a physician certifies that the employee is unable to work. Public safety employees who suffer an on-the-job injury, and who are certified by a physician as being unable to work, will receive their normal rate of pay for up to three months (unless otherwise extended at the discretion of the City) until they begin receiving their disability payments from PERF. However, no employee may receive both their normal rate of pay and workers compensation or PERF disability benefits for the same time period. Therefore, if the employee is paid their normal rate of pay and subsequently receives workers comp or PERF benefits for the same time period, they must reimburse the City the amount the City paid. If Worker's Compensation pays the employee for these first days off, the employee will reimburse the City. This period shall not be charged against the employee's medical leave account. Employees who are injured or become ill on the job should report the injury or illness immediately to their supervisors.

1. The employee should, at the earliest convenient time, file a report of the incident with the supervisor. The report must include all relevant information about the incident.

2. The supervisor is responsible for ensuring the employee receives proper care as well as for ensuring completion of the incident report.
3. Worker's Compensation Insurance Forms must be completed by the involved employee or, if necessary, by the supervisor within twenty-four (24) hours of the injury. A person assigned by the supervisor will help the employee in the completion of the appropriate medical insurance and/or Worker's Compensation Forms. All of these forms should be routed to the City's Human Resources Department for processing.

9.02 ON-THE-JOB SAFETY

The City of Westfield's employees over the years have given the City an enviable safety record. By following safety rules and instructions that have been developed based on working experience, you will help to continue to make our City a safe place to work. Your supervisor will give you any specific safety instructions based upon your specific work assignments. A serious violation of the safety rules or instructions given to you by your supervisor may result in disciplinary action, including dismissal.

The responsibility for this important part of your working life - your own safety and the safety of others - is shared by your supervisor and by you. In the last analysis, it is individual action that results in a safe or an unsafe environment.

All employees must report to their supervisor any working conditions that they believe to be potentially unsafe or harmful. Failure of the supervisor to address the situation or to convey the matter to the Chief of Staff could result in disciplinary action, including dismissal, of the supervisor.



9.03 TOBACCO USAGE

All City owned or operated facilities, including but not limited to, buildings and surrounding grounds, vehicles owned, leased or operated by the City of Westfield, parks, trails, parking lots as well as any City sponsored event wherever located within the City limits, shall be subject to the provision of Ordinance No. 09-09; Prohibiting Smoking in Public Places. The purpose of this Ordinance is to protect the public health and welfare by prohibiting smoking in public places and places of employment and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Smoking shall be prohibited in all public places within the City of Westfield, including any outdoor area within reasonable distance of a regulated area so as to insure tobacco smoke does not enter into designated smoke free areas. In no event shall a distance less than twenty (20) feet be deemed reasonable.

A tobacco premium differential for medical insurance will be assessed to employees and/or spouses that use tobacco products unless an approved tobacco cessation program is completed. Tobacco usage is defined as the use of any tobacco product or a non-FDA approved nicotine replacement product, including cigarettes, cigars, chewing tobacco, snuff, pipe tobacco, e- cigarettes, and any other form of tobacco, (religious purposes excused). All employees will be required to complete an Affidavit of Tobacco Use on an annual basis. Tobacco usage falsification of information may violate ethic codes set forth by the City of Westfield and may be subject to disciplinary actions.

For further information, please see Ordinance No. 09-09 of the City of Westfield, Indiana and amendments as applicable.

9.04 SECURITY

In an effort to provide an environment that is safe and secure for the employees of the City, as well as residents, a security system has been installed at all City building locations. This system will require the use of a City issued security number to enter during certain periods of the day and in certain areas. Other security codes will be assigned as appropriate. Please see your Department Head or designated representative to receive your individual code. External doors will be unlocked to exit the building in the event of an emergency during

business hours.

Informatics will be responsible for issuing identification cards for new employees with the exception of the police and fire departments. Department Heads, or their designee, must notify Human Resources of any new hires, terminations or missing identification cards. If an employee loses their identification card, a new card will be issued at the employee's expense. Employees will not be responsible for the cost of replacing damaged or defective cards due to normal wear and tear. All visitors must utilize the main entrance to city buildings, sign in and receive a visitor's badge.

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10.00

OPEN-DOOR POLICY

10.01 PHILOSOPHY AND PROCESS

Satisfactory working relationships depend on communication and understanding among people. Good relationships are easier to achieve when people feel that their problems and opinions can be discussed in a direct, open manner.

An open atmosphere is desirable in all areas of the City. If you have a problem or situation concerning any aspect of your employment, you are encouraged to discuss the problem or situation clearly and openly with your supervisor. It is important to understand the value of working through the “chain of command” in working your issues through upper level supervisors. In most cases, such discussion will lead to a prompt resolution of the problem or situation.

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11.00

DISCIPLINE & DISCHARGE

11.01 PHILOSOPHY

Since circumstances vary in each case involving possible disciplinary action, each situation is handled on an individual basis. Management will work with the employee in attempting to correct the situation. The **Chief of Staff** may be brought into the dialogue to work with Department Heads to ensure consistent application of disciplinary measures and to, where appropriate, ensure that progressive discipline was followed.

The nature of the disciplinary action taken will depend on the nature of the problem and the circumstances involved and will be consistent across all departmental lines.

11.02 GROUNDS FOR DISCIPLINARY ACTION

Employees who engage in one or any combination of the following infractions may be subject to disciplinary action by their supervisor.

1. Poor job performance
2. Disobedience of orders
3. Conduct that disregards the public good
4. Repeated tardiness and/or unexcused absence
5. Inappropriate dress

6. Failure to abide by policy of working unauthorized overtime
7. Violation of Westfield Policy(ies)


The foregoing list of inappropriate conduct is illustrative and not exhaustive. Any employee who engages in inappropriate conduct shall be subject to disciplinary action, up to and including termination. Furthermore, employees have an affirmative duty to notify the city of any arrest or conviction.

11.03 TARDINESS / UNEXCUSED ABSENCE

Tardiness for non-supervisory personnel is defined as late arrivals past the stated starting time for the work day and unexcused absence for all personnel shall be defined as failure to personally notify authorized management when said employee is unable to report for work. Two (2) late arrivals or two (2) unexcused absences in a 90-day period shall result in a written notice from the Department Head that will be placed in the personnel record. Two (2) written notices in any six (6)-month period may result in termination of employment.

An employee who fails to show up for work for three (3) days in a row and does not call in to report will be considered to have voluntarily resigned their position.

11.04**EXTENT OF AUTHORITY**


A Supervisor, Department Head, and/or Chief of Staff  may discipline an employee who commits any of the above infractions and may impose any one or more of the following disciplinary actions, depending on the circumstances

1. Verbal Warning
2. Written Reprimands
3. Suspension from work with or without pay
4. Discharge

All disciplinary actions involving suspension, demotions or terminations must be reviewed and approved to ensure compliance with relevant policies, procedures and laws. All personnel actions must be documented in the official employee personnel file located in the Human Resources office.

11.05**PROGRESSIVE DISCIPLINE**

Misconduct or unsatisfactory performance by an employee will typically be handled through a progressive disciplinary system. A progressive system of discipline is designed to allow both the City of Westfield and its employees to address unacceptable work performance or misbehavior through communication and consistent action.

1. Verbal warnings are typically the first layer of discipline issued, but may not be the only means of discipline applied, depending upon the severity of the situation as determined by the Supervisor, Department Head, and/or Chief of Staff. Verbal warning will be in writing and forwarded to the Human Resources office to be filed in the official employee personnel file. 
2. Should the offense continue past the occasion upon which the verbal warning was given, the result will then be a written reprimand. Written reprimands will be placed in the employee's official personnel file in the Human Resources office.
3. An additional offense, including but not limited to a repetition of the first offense or incident, within twelve (12) months of the first offense or incident, will result in a written warning and may result in a one (1) to three (3) day suspension with or without pay or a new defined disciplinary probationary period may be established.
4. A third offense or incident, including but not limited to the repetition of previous offense or incidents, within twelve (12) months of the second offense or incident, will result in immediate discharge.

5. If the twelve month disciplinary period lapses without the employee moving to the third offense or incident, the employee is deemed to have complied with the progressive discipline for that twelve month period and the progressive discipline starts over with a verbal warning upon the next offense or incident. Any restrictions or conditions put upon the employee by the supervisor during the twelve month disciplinary period should be revisited by the supervisor at the end of the twelve months. Only in egregious circumstances should the conditions be continued beyond the twelve month disciplinary period. The City reserves the right in its discretion to bypass any of the above steps and utilize a higher level of discipline, including immediate termination, for any given occurrence. The severity of discipline will depend upon the severity of the occurrence, as well as the employee's work history.

11.06**OFFENSES THAT MAY RESULT IN IMMEDIATE DISCHARGE**

The offenses listed below are examples of conduct for which the employee may be discharged immediately. This listing is not intended to be all-inclusive but rather to be illustrative in nature.

1. Reporting to work under the influence of alcohol or other drugs not prescribed by a physician
2. Drinking and/or possession of alcoholic beverages or using and/or possessing drugs not prescribed by a physician while on the job
3. Fighting while on the job
4. Threatening employees or other citizens while on the job
5. Theft while on the job
6. Theft from the City of Westfield, which shall include unauthorized use of City property or equipment
7. Intentional or grossly negligent destruction or damaging of City property
8. Representing oneself as a City of Westfield employee in order to aid in committing or attempting to commit a felony or misdemeanor
9. Flagrant insubordination regarding supervisor's directions
10. Possession of dangerous weapons in the workplace or in any City vehicle, except when an employee is specifically authorized to by the City.
11. Immoral or indecent conduct or use of abusive language while on the job
12. Falsification of City records or any records kept by



the City of Westfield

13. Any attempt to commit fraud through insurance, payroll, or other administrative documents
14. Conviction of a felony, domestic violence or child abuse
15. Unauthorized disclosure of any confidential City information
16. Refusal of drug testing without good reason
17. Violation of the City's Workplace Violence Policy
18. Violation of the City's discrimination or harassment policies
19. Engaging in or permitting unethical or illegal conduct
20. Failure to maintain a valid Indiana Driver's license

In addition, the Police Department and Fire Department periodically issue General Orders for their respective departments. As General Orders relate to public safety and employee conduct, they may also be grounds for disciplinary action, even though they may not be included in the above list. Not all General Orders are related to conduct but may also be grounds for disciplinary action or termination.

11.07

WORKPLACE VIOLENCE POLICY

The City of Westfield is concerned about increased violence in society, which has also filtered into many workplaces throughout the United States. As a result, the City has developed the following policy to prevent incidents of violence from occurring at the City.

1. The City prohibits any acts or threats of violence by any employee on or off City premises at any time. Any employee or former employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures will be subject to disciplinary action, up to and including termination.
2. The City prohibits any acts or threats of violence against any of its employees, or visitors at any time while they are on City premises or engaging in business with or on behalf of the City on or off of City premises. The City will take appropriate action when dealing with employees, former employees, and visitors who engage in such behavior. Such action may include notifying the police or other law enforcement personnel in prosecuting violators of this policy to the maximum extent of the law.
3. Employees, former employees, and visitors (excluding Professional Police Officers) are strictly prohibited from bringing firearms or other weapons into the workplace or in any City vehicle.

4. Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the City, in its sole discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including discharge.
5. In furtherance of this policy, employees have a "duty to warn" their supervisors, Department Heads, security personnel, or Human Resources of any suspicious workplace activity, situations or incidents that they observe or that they are aware of that involve other employees, former employees, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, and threatening of offensive comments or remarks.

Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The City will not condone any form of retaliation against any employee for making a report under this policy.

If you are a victim of threats or acts of workplace violence, witness or hear of threats or acts of workplace violence or if you believe such violence could soon occur, notify your supervisor, Department Head, Director of Human Resources or Deputy Mayor/Chief of Staff immediately. Making a report in good faith will not reflect negatively on any employee with respect to the terms and conditions of their employment. **In an emergency, employees should dial 9-1-1 immediately.**

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12.00

OTHER RULES AND REGULATIONS

12.01

PURPOSE

The purpose of these stated rules and regulations is to help to maintain a high level of conduct on the part of the employees of the City of Westfield. In no way do these directives try to dictate personal manners or lifestyles, but they do seek to promote the effective skills and services that characterize the City's employees. The rules and regulations are to be used as guidelines and should not be seen as applying only to the general ideas listed here; City employees should also incorporate their own view of positive work habits.

12.02

PERFORMANCE ON THE JOB

Every City employee shall devote their full-time and attention to the task at hand while on the job. Supervisors must be able to oversee subordinates at all times and take immediate action if indifferent or improper behavior is seen.

12.03

CONDUCT IN THE WORK PLACE

All employees should conduct themselves on the job in a manner appropriate to the workplace. The normal standards of courtesy and consideration for others should be observed in all contacts with City associates as well as with other people who may have business to transact with our City. In particular, all employees must

be sensitive to the concerns and values of others.

12.04

CONTRACTING CONFLICTS OF INTEREST

The City may enter into a contract or renew a contract for the procurement of goods or services or a contract for public works with an individual who is a relative (spouse, parent, step-parent, child, step-child, sibling, half-sibling, step-sibling, aunt, uncle, niece, nephew, daughter-in-law or son-in-law) of an elected official (Mayor, member of the City-Council or Clerk-Treasurer); or a business entity that is wholly or partially owned by a relative of an elected official; only if the requirements below are satisfied and the elected official does not violate IC 35-44.1-1-4.

The City may enter into a contract or renew a contract with an individual or business entity described above if:

1. The elected official files with the City a full disclosure, which must:
 - a. be in writing;
 - b. describe the contract or purchase to be made by the City;
 - c. describe the relationship that the elected official has to the individual or business entity that contracts or purchases;

- d. be affirmed under penalty of perjury;
- e. be submitted to the City Council and be accepted by the City Council in a public meeting prior to final action on the contract or purchase; and
- f. be filed, not later than 15 days after final action on the contract or purchase, with:
 - i. State Board of Accounts; and
 - ii. The Clerk of the Hamilton County Circuit Court
- g. makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or the City satisfies any other requirements under IC 5-22 or IC 36-1-12.

An elected official must also comply with the disclosure provisions of IC 35-44.1-1-4, if applicable.

These provisions do not affect the initial term of a contract in existence at the time the term of office of the elected official of the unit begins.

12.05 THEFT

Employees shall not take articles of any kind, regardless of value, from any work site, emergency scene, or property that is public or private with the intent of depriving the legal owner. Violation of this regulation will result in immediate discipline.

12.06 BRIBERY, GIFTS, AND GRATUITIES

Employees shall reject any attempt by an individual, group, or organization to bribe or compensate for services rendered while on the job. Any such attempts must be reported to the Chief of Staff and City Council. Employees are encouraged to maintain good relations with suppliers and others with whom the City conducts business. However, the practice of accepting gifts and/or gratuities may be contrary to the public interest. Employees shall not accept unreasonable gifts or gratuities from agents, organizations, firms, or other individuals who may or who do conduct business with the City of Westfield.

12.07 NOTICE OF ABSENCE OR DELAY

Employees who realize that they will be unavoidably late or absent from work must notify their immediate supervisor at the earliest possible time, and as otherwise provided in this handbook. Persistent lateness or absenteeism will not be tolerated.

12.08 UNIFORMS

Employees required to wear uniforms shall keep, maintain, and wear the uniform as specified by their supervisor. After voluntary or involuntary separation from the employment of the City, the employee must return all uniforms.

12.09 DRESS CODE

As in any business or job, you are expected to report to work in a clean and neat manner at all times. We request that you dress appropriately for the job you are performing with safety in mind.

Uniformed employees will be expected to care for the uniforms and comply with procedures for uniform pick-up and cleaning.

Non-uniformed employees are expected to wear casual business attire that is suitable to represent the City in interactions with City residents, other employees and all visitors that seek our services. The City's objective in establishing a business casual dress code is to allow employees to work comfortably in the workplace yet still project a professional image. Business casual attire does not include the following and is not allowed: revealing shirts (tank tops, midriff tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans, halter-tops, or tops with bare shoulders), short skirts (a skirt or a split in a skirt more than 2" above the top of the knee, including mini-skirts, "skorts", or skirts that ride halfway up the thigh), sun dresses, beach dresses or spaghetti-strap dresses, and flip flops. Because not all casual clothing is suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing that reveals too much cleavage, back, stomach or underwear is not appropriate for a place of business, even in a business casual setting. Any need for clarification should be directed to Human Resources.

Certain days may be declared dress down days. On these days, jeans and other more casual clothing are allowed but must still fall within the above guidelines regarding length, a revealing nature and type.

The above dress code is the minimum standard that should be followed. Department Heads may exercise their right to elevate a dress code specific to their department.

12.10 COMMITMENT TO QUALITY

Employees will strive to obtain all skills and knowledge necessary to perform their jobs in an outstanding manner and effectively represent the City of Westfield in all interactions. Indifference, insubordination, and improper



conduct will not be tolerated.

12.11 POLITICAL INVOLVEMENT

An employee may not perform any election or political campaign related function during the assigned work hours. An employee also may not perform election or political campaign related functions or acts if the said employee is wearing their uniform of the City of Westfield. This does not pertain to the act of voting.

12.12 PERSONNEL INFORMATION CHANGES

Employees who change their address, telephone number, marital or dependent status must report the new information to their supervisor and the City's Human Resources Department within five (5) calendar days of the change. It is important to provide this new information because it may affect your pay and receipt of other City communications.

Changes in your W-4 federal personal exemption form should be made on forms available in the City's Human Resources office. If your personal family situation changes you may want to change this form.

Changes in your selection of medical coverage, dental coverage, vision coverage, and beneficiaries for life insurance purposes should be communicated directly to the City's Human Resources Department.

12.13 RECORDS DISCLOSURE POLICY

It shall be the responsibility of the Human Resources area to maintain and store the official employment records of current and former employees of the City of Westfield. Human Resources may disclose for verification of employment the following information that is subject to public disclosure either by a written request, in person, or via telephone:

1. Hire date of employee and/or termination date
2. Position title
3. Department for which they are or were employed
4. Length of employment

All requests for salary information must be presented in writing to the Clerk-Treasurer's office for completion.

Questions concerning the nature of certain records as to whether or not those records are to be classified as public information shall be reviewed on a per request basis. The final decision will be made at the discretion of the City and legal counsel.

12.14 CONFLICT OF INTEREST

An employee who knowingly or intentionally has a

monetary interest in or derives a profit from a contract or purchase connected with an action by the City has a conflict of interest subject to disclosure. An employee has a monetary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the employee or a dependent of the employee.

If an employee has a conflict of interest they shall immediately disclose their conflict of interest on the prescribed form in the Clerk-Treasurer's office.

12.15 BUSINESS / WORK HOURS

The City Hall office hours are 8:00am to 4:30pm Monday through Friday. Employees in departments working outside of the City Hall (City Services, fire, and police) will have different work shifts and schedules that are determined by the department head of those departments. A Hybrid Work Arrangement may be available for certain job positions. Contact Human Resources for more information regarding Hybrid Work Arrangements.

12.16 LUNCH TIME

All employees receive a 1-hour lunch break. This lunch period is unpaid and will be scheduled by your immediate supervisor or determined within your work group based upon work activity. Employees are not authorized to perform any work during their lunch breaks unless they have received prior authorization from their supervisors. Police and fire personnel should specifically check with their department head to verify lunch arrangements that may be unique to their work groups.

12.17 RESIGNATION

If an employee should decide to leave the City's employment it is desirable that as much advance notice as possible be given to the City. At least a 2 week notice is required for a termination in good standing. Even though the 2 week notice is suggested, the City may request the employee terminate immediately for internal reasons. Resignations should be documented in writing by the employee and forwarded to Human Resources to be filed in the official employee file.

An employee who resigns must return all City property, including uniforms, keys, and any other items or materials that are the property of the City and have been entrusted to the employee during their employment. Exit interviews will be required and must be scheduled with the City's Human Resources Department prior to the employee's last day of service to ensure that insurance enrollment and other important changes due to the employee's separation are made in a timely manner.

12.18 GAMBLING

Gambling on City property is prohibited and shall result in investigation by management and the Chief of Staff and may, depending on the seriousness of the offense, result in immediate dismissal.

12.19 ETHICS

All City personnel shall adhere to the highest of ethical standards. Any employee associated with the expenditure of public funds shall be held to the highest degree of public trust. No employee shall engage in or permit any illegal or improper purchasing practice. Further, any employee having knowledge of any questionable practices shall immediately report this knowledge to the Chief of Staff. Your report will be treated as confidential to the maximum extent possible and will be investigated promptly and thoroughly. Engaging in or permitting unethical or illegal conduct constitutes grounds for disciplinary action, including possible termination of employment, and/or criminal prosecution.

The City requires that all employees adhere to the following principles and standards:

1. Give first consideration to the objectives and policies of the City
2. Strive to obtain the maximum value for each dollar of expenditure
3. Grant all competitive suppliers equal consideration insofar as state and federal statute
4. Demand honesty in sales representation whether verbal or written
5. Give prompt and courteous reception to all who have legitimate business with the City including suppliers and customers
6. Foster fair, ethical and legal practices

12.20 TECHNOLOGY RESOURCES POLICY

12.20.1

SUMMARY

The City provides computing resources to its employees and affiliates. Computing resources are defined as any and all technological resources and services procured or maintained through City funds or City paid employees: work stations, desktops, laptops, file servers, hardware, software, televisions, cellular phones, internal and external communication networks (e.g. internet, bulletin boards, commercial online services, and electronic mail systems) which are accessed directly or indirectly

using City-owned and operated resources. Cybersecurity training is required for all employees and must be completed within the employee's first week of work. The Informatics Department may update technology protocols at any time in order to abide by regulations and all employees must abide by those updated protocols.

12.20.2

PURPOSE AND SCOPE

This policy sets forth the City's policy regarding the use, access, and disclosure of computing resources. This policy applies to all employees, contractors, consultants, temporaries, and affiliates.

Computing Resources are a privilege, not a right. Therefore, any and all City provided computing resource-related rights may be revoked for violations of unacceptable behavior including, but not limited to:

- unsolicited and unauthorized mass electronic mail (a.k.a. spam)
- offensive language
- obscene materials
- harassment or discrimination
- direct or indirect threats
- pornographic or gaming materials
- use of unauthorized device(s)
- infringement on others' privacy
- unauthorized access to other's electronic mail or other network resources
- interference with others' work
- copyright infringement
- any illegal activity; or
- other unauthorized use of electronic mail or network resources provided by the City

Please refer to the Policies and Procedures Manual sections 11.04 and 11.05 for disciplinary actions when this policy is violated.

12.20.3

STATEMENT OF POLICY

PRIVACY, CONFIDENTIALITY AND PUBLIC RECORDS CONSIDERATIONS

The City will make reasonable efforts to maintain the integrity and effective operation of its computing resources, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential



information. The City can assure neither the privacy nor confidentiality of messages that may be created, transmitted, received, or stored.

In addition, Indiana law provides that communications of City personnel that are sent or received may be considered public records and are subject to public inspection. See Indiana Code 5-14-3-2.

OFFICIAL CITY ISSUED E-MAIL ADDRESS

1. To ensure that all correspondence is delivered, all City employees will be assigned an official e-mail address. It is of the expectation that this address, and no other electronic mail address, will be used for all official City electronic mail correspondence. Any employee not utilizing their provided electronic mail address may not receive some or all communication.
 2. Users should utilize proper e-mail etiquette including signing e-mail messages with the appropriate identification information, avoiding the use of ALL CAPS (often referred to as e-mail 'shouting'), and refraining from confrontational e-mail messages. Employees are prohibited from sending messages with inappropriate content, such as discriminatory, harassing or otherwise offensive materials. Employees are prohibited from sending e-mail correspondence destined to ALL EMPLOYEES unless previously approved by the Departments' direct Supervisor or Director.
- b. Personal monetary gain or for commercial purposes that are not directly related to one's job responsibilities.
 - c. Using the work of others in violation of copyright laws
 - d. Capturing and viewing other's electronic records except as required in order for authorized employees to diagnose and correct technical issues or abide by legal records requests
 - e. Harassment or intimidation of others in any manner including:
 - Creation or distribution of any offensive or disruptive messages, offensive comments about race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, pornography, religious or political beliefs and/or practices, or any category protected under federal, state, or local law.
 - f. Violation of Federal, State, or local laws, and regulations
 - g. "Spoofing," i.e., constructing an electronic message so it appears to be from someone else without prior proper authorization
 - h. Use of an encryption device to restrict or inhibit access
 - i. Attempting unauthorized access to City computing resources without prior proper authorization including: breaching of any security measures, intercepting electronic transmissions and transferring or storing electronic transmissions outside of approved methods of transfer and storage.

Any employee that receives prohibited messages has the responsibility to contact their department head and should not attempt to resolve the issue on their own, or forward any of the contents.

PERMISSIBLE USES

1. AUTHORIZED USERS

- a. Users and other persons who have received special permissions under the appropriate City authority (Mayor, Deputy Mayor/Chief of Staff, Director, and/or Informatics) are authorized users of the City's computing resources.

2. PURPOSE OF USE

- a. The use of any City resources must be related to the identification of one's job responsibilities. Incidental and occasional personal use may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use for personal purposes is subject to the provisions of this policy.

PROHIBITED USES

1. PROHIBITED PURPOSES

- a. Personal use that creates a cost for the City.

CITY EMPLOYEE'S ACCESS AND DISCLOSURE

1. Users must keep their personal username(s) and password(s) confidential. All employees must use two (2) form authentication.
2. General Provisions
 - a. The City reserves the right to access and disclose the contents of all users' electronic records without consent if there is a legitimate business need. All communications sent or received utilizing

any City owned resources may be made available for review.

- b. Electronic records are subject to the provisions of Federal Statute I.C. § 5-14- 3
3. Monitoring of Computing Resources
 - a. The City may exercise the right to monitor any and all computing resources to the extent permitted by law, without notice to or further consent by employees.
4. Inspection and Disclosure

The City will inspect and disclose the contents of computing resources when action is necessary in the following conditions:

- i. in the course of an investigation conducted by City officials; or
- ii. to protect health and safety; or
- iii. to prevent the interference of any of the City's missions, objectives, or goals; or
- iv. to acquire information for the completion of one's responsibilities (only in the condition where they has the authority to authorize such action) and that is not more readily available by some other means

Electronic records must be available for inspection and copying by the public agency unless an exception to disclosure, based on the content of the message, applies.

Exemptions to disclosure are set forth in I.C. § 5-143-4 Sections 4(a) and 4(b).

5. Special Procedures to Approve Access to, Disclosure of, or Use of Computing Resources
 - a. Any individual seeking to obtain, use, or disclose information who does not have prior consent of the user and/or who does not directly supervise the user, must first obtain written permission from the user's department director. Only after the appropriate written permissions will Informatics grant access to the appropriate folders and/or files associated with the request.

RETENTION AND ARCHIVING OF ELECTRONIC MAIL

Electronic mail messages using City-owned equipment or software may be public record and subject to inspection and discovery. All electronic mail will be destroyed on or after its first (1st) anniversary unless stored within the Informatics' provided folder within each user's Outlook application, or as otherwise required by law.

Note, mail messages that have been previously segregated and/or stored as evidence (functions, policies, decisions,

procedures, operations, or other activities of the City) or because of the value of official City Data, then such messages must be retained, archived, and destroyed in compliance with the Cities and Towns Above 5,000 Population General Retention Schedule (CTGRS) Indiana Commission On Public Records – County Records Management. Printing or storage of messages must comply with records management codes enforced by the State, Local, County, or Federal Governmental Agencies. It is the responsibility of each Department to know their respective records retention laws set forth by the CTGRS and abide by such policies.

All archiving activities or saving of e-mail messages outside of Outlook, Outlook Web Access, or a City provided e-mail enabled telephone device may be destroyed upon recognition.

The City reserves the right to place an official litigation hold or otherwise maintain electronic mail records beyond the 1st anniversary if such records are officially or perceived to be associated with an active investigation. Such requests for records may only originate from City Administration or from any official legal entity as defined by Federal, State, or local statute.

DISCIPLINARY ACTION

Disciplinary action will be taken against individuals found to have engaged in prohibited use of the City's electronic mail or other network. The City reserves the right to skip sections of disciplinary action pending the severity of the offensive usage up to and including a direct referral to City judicial authorities or law enforcement officers.

12.20.4

PURPOSE


This policy establishes guidelines for the acquisition, management, and annual inventory of software and hardware through the IT department. Its objective is to ensure consistency, cost-effectiveness, and accountability in the procurement and tracking of technology resources.

Scope: This policy applies to all employees, departments, and units within the City involved in the acquisition or use of software and hardware.

1. PROCUREMENT PROCESS

1.1 Request and Approval

- Initiation: Requests for new software, hardware, or apps must be submitted through a HYPERLINK "https://cityofwestfield.formstack.com/forms/technology_request" Informatics Request Form, available on the City's internal site (The Wire)
- Authorization: All requests must be approved by the department head and the Informatics department. Further discussion will occur

with employees and department heads to ensure understanding of the hardware or software use. For high-cost items, additional approval from the **Deputy Mayor** may  be required.

- **Vendor Selection:** The Informatics department will evaluate and select vendors based on cost, compatibility, and support.

1.2 Budget Compliance


All purchases must adhere to the approved budget for the fiscal year. The Informatics department will review budget implications before finalizing any acquisition. Directors must contact the IT Department via a helpdesk ticket to arrange a time to discuss new systems needed for the following fiscal year no later than April 30 of each calendar year. Negotiating vendor contracts will be handled collectively by the director of the department and the IT director or designee from IT.

1.2 Documentation

Purchase orders, invoices, and contracts must be maintained by the Informatics department for audit and inventory purposes.

2. ASSET MANAGEMENT

2.1 Inventory Tracking

All software and hardware must be registered in the City's Asset Management System upon receipt. The Informatics department is responsible for assigning asset tags and updating records with relevant details (e.g., model, serial number, location, user). IT will submit a list of all city software and hardware to the Director of Enterprise Development and **Financial Strategist**  to submit for registration in the City's Asset Management System.

2.2 Usage Monitoring

Regular monitoring of software and hardware usage will be conducted to ensure compliance with licensing agreements and operational efficiency.

2.3 Maintenance and Support

The Informatics department will manage maintenance schedules, updates, and support contracts for all software and hardware.

3. ANNUAL INVENTORY PROCESS

3.1 Inventory Preparation

Notification: An annual inventory review

will be scheduled at the beginning of each fiscal year. Departments will be notified two weeks in advance.

Preparation: Departments must prepare all currently assigned hardware, including any discrepancies or issues.

3.2 Inventory Review

Verification: The IT department will conduct a physical inventory check to verify the existence and condition of all listed assets.

Reconciliation: Any discrepancies between the physical inventory and the Asset Management System must be investigated and resolved.

3.3 Reporting

Findings: A detailed inventory report will be prepared, highlighting discrepancies, obsolete items, and areas for improvement.

Review Meeting: A review meeting will be held with department heads to discuss the inventory findings and address any issues if appropriate.

3.4 Action Items

Assets identified as obsolete or surplus, will be processed for disposal according to City's procedures and state regulations.

Recommendations for replacement or upgrades will be submitted for budget approval.

4. COMPLIANCE AND ENFORCEMENT

4.1 Policy Adherence

All employees must adhere to this policy. Non-compliance may result in disciplinary action in accordance with City policy.

4.2 Policy Review

This policy will be reviewed annually and updated as necessary to ensure its relevance and effectiveness.

5. COMPLIANCE AND ENFORCEMENT

IT Department: Oversees procurement, asset management, and inventory processes.

Department Heads: Approve purchase requests and ensure compliance with the policy within their departments.

Employees: Follow procedures for requesting and managing software and hardware.

5. DEFINITIONS

Asset Management System: The City's database

for tracking software and hardware assets.

Physical Inventory: The actual examination of assets to verify their presence and condition.

This policy is effective as of **January 1, 2025** and remains in force until revised or superseded

12.21 VEHICLE DRIVER POLICY

The purpose of this policy is to ensure that all employees driving City, personal (used for City business), rented or leased vehicles, operate them in a safe manner to prevent personal injury and property damage. The policy further establishes guidelines and standards for use of City, personal (used for City business), rented or leased vehicles. Individual departments may develop more strict guidelines for use, but this policy provides the minimum standard that will be enforced. Violations to this policy may result in suspension or revocation of City driving privileges. If driving is an essential function within the job assignment, suspension or revocation of City driving privileges may result in disciplinary action up to, and including, termination.

DEFINITIONS

For the purposes of this policy, the following definitions apply:

- **CITY VEHICLE** - Any vehicle owned or leased by the City of Westfield.
- **PERSONAL** - Any vehicle that is privately owned but used for City of Westfield business.
- **TAKE-HOME VEHICLE** - Any vehicle owned or leased by the City of Westfield which upon authorization, can be used during both working and non-working hours.
- **RENTED/LEASED** - Any vehicle that is rented or leased on behalf of the City of Westfield.
- **ACCIDENT** - A City vehicle involved in an incident while being operated that results in any vehicle or property being damaged; any person being injured; or any time an Indiana State Crash Report is completed.

DRIVER SELECTION

Drivers must meet the following criteria in order to drive a City vehicle:

- Minimum three (3) years of driving experience
- Have a valid Indiana driver's license, with any endorsements required by their job description
- Meet the MVR criteria (*see below*)

MOTOR VEHICLE RECORD CRITERIA

A formal review of the driver's Motor Vehicle Record (MVR) will be conducted during the hiring/orientation process. MVR reviews may be repeated annually at the City's discretion. The purpose of this program is to measure driver

performance based on incident/violation information and to determine adequate skills while operating a vehicle used for City business.

A driver whose MVR includes any of the following violations during the most recent three (3) year period (unless otherwise stated) may not meet the City insurer's underwriting criteria and would be considered an unacceptable driver:

- At-fault accidents - 2 or more
- DWI/DUI
- Drug offense
- Eluding a police officer
- Felony committed with a motor vehicle
- Foreign citizens with no historical driving record available
- Hit & Run/Leaving the scene of an accident
- Moving violations - 3 or more (*NOTE: Texting or cell phone violations are considered moving violations because they increase the chance of being in an accident. Seat belt violations are not moving violations.*)
- Moving violations & accidents- more than 2 moving violations and/or at fault accidents within the past 12 months
- Open container violation
- Passing a stopped school bus
- Racing or speed contest violation
- Reckless driving
- Speeding- 25mph or more above the speed limit
- Speeding- 10mph or more over the speed limit in a school zone
- Suspended license
- Suspended license history- Drivers who have had 3 or more license suspensions as a result of moving violations
- Temporary Operators Permit

GENERAL VEHICLE GUIDELINES

- Only authorized City employees may operate a city vehicle and an employee shall have a City ID card in their possession.
- All employees operating a City vehicle must adhere to all local, state and federal traffic laws.
- All employees operating a City vehicle must be 18 years of age.
- All personnel and passengers shall use lap/shoulder belts during the operation of the vehicle. The number of passengers in a City vehicle shall not exceed the number of lap/shoulder belts available.
- While conducting City business, employees may take their assigned City vehicle anywhere in Indiana. City business

outside of Indiana must be authorized by the employee's Department Head.

- Employees on extended leave or suspension of any kind shall not operate City vehicles.
- Employees shall not consume alcoholic beverages before or while operating any City vehicle at any time. Employees must always also remain in compliance with the City's Drug-Free Workplace policy while operating a City vehicle.
- Smoking is prohibited in all City vehicles.
- All drivers are expected to exercise sound judgment at all times when using a City vehicle and should avoid the appearance of misuse.
- Abuse or intentional damage to any City vehicle/equipment will result in disciplinary action, up to and including termination.
- Any employee that has had their driver's license suspended or revoked for any reason must report the suspension to their supervisor immediately. Supervisors will then report the information to the Human Resource Department.
- City vehicles/equipment are not to be modified in any way. Modifications include, but are not limited to, audio equipment, window tinting, lights, changes to the engine/performance, drilling/bolting/screwing equipment to vehicle, etc. Any modifications must be coordinated through the Fleet Manager.
- The City is not responsible at any time for loss or damage to any personal property being carried or left in a City vehicle.
- Any traffic or parking violation committed by an employee in a City vehicle is the responsibility of the employee. The City will not pay for traffic or parking tickets.

VEHICLE MAINTENANCE, CLEANLINESS, REPAIRS, AND DAMAGES

All City vehicles shall have regular preventative maintenance plans in place. The Fleet Manager will contact supervisors, or assigned operators of the vehicle, when City vehicles are due for routine maintenance. Every effort should be made by the assigned operator to notify the Fleet Manager in instances that they are aware that routine maintenance is nearing.

When a vehicle is scheduled to be serviced, the vehicle must be dropped off at the Street Barn by 7:30am or the night before the scheduled date.

If a problem with the scheduled date should occur the Fleet Manager must be notified before the scheduled date.

Employees that drive a City vehicle are required to report any damage, malfunctions, needed repairs or any other vehicle related problems to their supervisor as well as the Fleet Manager. If a sudden vehicle breakdown should occur, the driver should report immediately to their supervisor as well as the Fleet Manager.

- Employees that drive City vehicles are expected to keep City vehicle interiors and exteriors clean. Any city vehicle

may be subject to inspection by their supervisor or the Fleet Manager for cleanliness at any time.


- Interiors shall remain free of debris and trash at all times.
- Exterior windows shall remain clean of any material restricting visibility.
- Exterior underbody and body shall be free of salt and dirt upon completion of duties assigned to prevent vehicle deterioration.


VEHICLE FUELING

An employee who is assigned use of a City vehicle, whether on a temporary or long-term basis, is responsible for fueling the vehicle. The City will pay for the purchase of all fuel used by City vehicles in the course of City business. The City may set limits on gas used for commuting purposes. Fueling takes place at the Bus Barn.

Lost or faulty fuel keys should be reported to the Fleet Manager immediately for deactivation and replacement. Personal vehicles may not be refueled using City fueling sites. If a personal vehicle is used for City business, the employee may submit a mileage reimbursement request using the proper travel form and submit it to the Clerk's Office.

TAKE-HOME VEHICLES

Employees may, upon approval of the Mayor, **Chief of Staff**  or Department Head, be assigned a take-home vehicle on a permanent or semi-permanent basis. A take-home vehicle is considered a taxable benefit under the IRS and the employee will be liable for all associated taxes in accordance with the law. An employee with a take home vehicle shall follow the following provisions:

- City vehicles are to be used for City business only, with the exception of personal errands during travel to and from the worksite, unless expressly authorized by the Mayor, **Chief of Staff**, or Department Head .
- Department Heads must notify the Clerk's Office and Human Resources Department of employees who are assigned takehome vehicles.
- All City vehicles shall be clearly marked as City of Westfield vehicles, unless otherwise approved by the Mayor.
- Outside of normal business hours, take-home vehicles may only be operated in Hamilton County and the counties that boarder Hamilton County. A driver must seek prior approval through their Department Head before using a take-home vehicle outside of Hamilton County or its surrounding counties. If approval is granted on a permanent or semi-permanent basis, an acknowledgement must be signed and submitted to Human Resources to be stored in the employee's personnel file.
- Employees away from work for a period longer than five (5) business days (not including weekends) shall leave their assigned vehicles on City premises and turn the keys into their supervisor or Department Head. Employees on extended leave or suspension of any kind shall not operate City vehicles.

- A list of employees authorized to use a take-home vehicle is updated semi-annually and is maintained by the Fleet Manager.
- Whenever a position becomes vacant, the authorization for a take home vehicle will be re-evaluated.
- Family members are not allowed to drive a take-home vehicle, only authorized employees.

VEHICLE ACCIDENT

In accordance with federal law, ANY accident involving a City owned motor vehicle MUST be reported to the proper authorities. The reporting of an accident will occur immediately after the incident; failure to do so shall be considered cause for disciplinary action and possible termination. Below is the city's vehicle accident protocol.

- **DO NOT MOVE VEHICLES UNLESS INSTRUCTED BY POLICE.**
- If someone is injured, call 911 immediately.
- If no one is injured, call Dispatch (317-773-1300).
- Determine a safe spot for yourself at the accident site to wait for Police.
- Collect your Driver's License, Registration, and City Fleet Insurance Card.
- If the scene is determined to be safe by Police, take photos of the vehicle(s) involved.
- Call your immediate supervisor and make them aware. If your immediate supervisor is not available, then call the Fleet Manager.
- **DO NOT DISCUSS WHAT HAPPENED WITH THE OTHER MOTORISTS.**
- **DO NOT DISCUSS FAULT.**
- Once the Police arrive, answer whatever questions they ask.
- Once the police report has been made, please bring the report number to your immediate supervisor and Fleet Manager.
- **DO NOT LEAVE UNTIL POLICE SAY THEY HAVE WHAT THEY NEED.**
- **ALL VEHICLE ACCIDENTS MUST BE REPORTED TO HUMAN RESOURCES WITHIN 24 HOURS.**

12.22

FRINGE BENEFITS POLICY

EMPLOYER-PROVIDED CELL PHONES

The value of the business use of an employer-provided cell phone, provided for non-compensatory business reasons, is excludable from an employee's income as a working condition

fringe benefit. Working condition exclusions apply to property and services the City of Westfield provides to an employee so that the employee can perform their job. It applies to the extent the cost of the property or services would be allowable as a business expense or depreciation expense deduction to the employee if they had paid for it. The employee must meet any substantiation requirements that apply to the deduction.

Similarly, personal use of the cell phone, is excludable from an employee's income as a de minimus fringe benefit. A de minimus benefit is any property or service you provide to an employee that has so little value (considering how frequently you provide similar benefits to your employees) that accounting for it would be unreasonable or administratively impractical.

The IRS will treat the value of any personal use of a cell phone provided by the employer primarily for non-compensatory business purposes as excludable from the employee's income as a de minimis fringe benefit. The rules of this notice apply to any use of an employer-provided cell phone occurring after December 31, 2009. The application of the working condition and de minimis fringe benefit exclusions under this notice apply solely to employer-provided cell phones and should not be interpreted as applying to other fringe benefits.

FRINGE BENEFIT POLICY-TRANSPORTATION (COMMUTING) BENEFIT

Employees of the City of Westfield who are assigned a City vehicle for duty to domicile travel are subject to Internal Revenue Service rulings regarding such usage. The use of such a vehicle for commuting is considered by the IRS to be a taxable benefit. A value must be established and the total annual amount reported to the IRS on each employee's W-2 Form.

The City shall require mileage log books in all City Vehicles and employees may be required to log mileage and purpose of trip.

FAIR MARKET VALUE (FMV)

The FMV of a fringe benefit is the amount an employee would have to pay a third party in an arm's length transaction to buy or lease the benefit. Neither the amount the employee considers to be the value of the fringe benefit nor the cost you incur to provide the benefit determines its FMV. In general, a comparable lease term would be the amount of time the vehicle is available for the employee's use, such as a one-year period. Don't determine the FMV by multiplying a cents-per-mile rate times the number of miles driven unless the employee can prove the vehicle could have been leased on a cents-per-mile basis.

WHAT IS PERSONAL USE?

The following are examples of taxable personal use of an employer-provided vehicle:

- Commuting between residence and work station
- Vacation or weekend use

Upon review of IRS Publication 15-B, Employer’s Tax Guide to Fringe Benefits, there are three rulings available with which this benefit can be valued. They are summarized below.

MILEAGE TEST

A vehicle meets the mileage test for a calendar year if both of the following requirements are met.

- The vehicle is actually driven at least 10,000 miles during the year. If the City owns or leases the vehicle only part of the year, the 10,000-mile requirement should be reduced proportionately.
- The vehicle is used during the year primarily by employees or used consistently by employees for the purpose of commuting.

CENTS-PER-MILE RULE

Determine the value of the vehicle provided to the employee, by multiplying the standard mileage rate according to the IRS for that specific year by the total miles the employee drives the vehicle for personal use. The amount must be included in the employee’s wages or reimbursed by the employee.

Use the Cents-Per-Mile Rule if either of the following requirements is met:

It can be reasonably expected the vehicle will be used throughout the calendar year, and at least 50% of the vehicle’s total annual mileage serves the City of Westfield by conducting city business.

The vehicle meets the mileage test. The vehicle is driven 10,000 miles during one calendar year, and is used by the employee as their primary commuting vehicle.

COMMUTING RULE

The value of a vehicle provided to the employee who commutes is multiplied by \$1.50 each way (or \$3.00 per day). This must be included in the employee’s wages or reimbursed by the employee. Use the Commuting Rule when all of the following criteria are met:

- The provided vehicle is used by a City employee for use in their trade or business and, for bona fide non-compensatory business reasons, such as the employee commuting in the vehicle on a temporary basis;
- A written policy does not allow an employee to use the vehicle for personal purposes other than commuting or de minimus personal use;
- The employee does not use the vehicle for personal purposes other than commuting and de minimus personal use.

DE MINIMUS TRANSPORTATION

A de minimus transportation benefit is any local transportation benefit provided to an employee that has so little value that accounting for it would be unreasonable or administratively impractical.

LEASE VALUE RULE

Determine the value provided to the employee by using its annual lease value. Substantiate usage by providing mileage, the time and place of travel, and the business purpose related to traveling. Any use of a leased City provided vehicle that isn’t substantiated as business use is included as income. Begin this rule on the first day a vehicle is made available to any employee.

Use the lease value rule when the following requirement applies:

The vehicle is leased and used as the employee’s vehicle in which they commute to and from the employee’s job for the City of Westfield.

Use the Cents-Per-Mile Rule or Commuting Rule when a city-owned leased vehicle is used in a temporary situation such as traveling to and from a conference or seminar when the commuting or cents per mile rules would apply.

CALCULATION OF ANNUAL LEASE VALUE

Determine the Fair Market Value (FMV) of the automobile on the first date it is available to any employee for personal use.

Using the accompanying table, read down column 1 until you come to dollar range within which the FMV of the automobile falls.

Read across to column 2 to find the annual lease value.

Multiply the annual lease value by the percentage of personal miles out of total miles driven by the employee while being driven for personal use.

AUTOMOBILLE FAIR MARKET VALUE	ANNUAL LEASE VALUE
\$ 0 to 999	\$ 600
\$ 1,000 to 1,999	\$ 850
\$ 2,000 to 2,999	\$ 1,100
\$ 3,000 to 3,999	\$ 1,350
\$ 4,000 to 4,999	\$ 1,600
\$ 5,000 to 5,999	\$ 1,850
\$ 6,000 to 6,999	\$ 2,100
\$ 7,000 to 7,999	\$ 2,350
\$ 8,000 to 8,999	\$ 2,600
\$ 9,000 to 9,999	\$ 2,850
\$ 10,000 to 10,999	\$ 3,100
\$ 11,000 to 11,999	\$ 3,350
\$ 12,000 to 12,999	\$ 3,600
\$ 13,000 to 13,999	\$ 3,850
\$ 14,000 to 14,999	\$ 4,100
\$ 15,000 to 15,999	\$ 4,350
\$ 16,000 to 16,999	\$ 4,600

\$ 17,000 to 17,999	\$ 4,850
\$ 18,000 to 18,999	\$ 5,100
\$ 19,000 to 19,999	\$ 5,350
\$ 20,000 to 20,999	\$ 5,600
\$ 21,000 to 21,999	\$ 5,850
\$ 22,000 to 22,999	\$ 6,100
\$ 23,000 to 23,999	\$ 6,350
\$ 24,000 to 24,999	\$ 6,600
\$ 25,000 to 25,999	\$ 6,850
\$ 26,000 to 27,999	\$ 7,250
\$ 28,000 to 29,999	\$ 7,750
\$ 30,000 to 31,999	\$ 8,250
\$ 32,000 to 33,999	\$ 8,750
\$ 34,000 to 35,999	\$ 9,250
\$ 36,000 to 37,999	\$ 9,750
\$ 38,000 to 39,999	\$ 10,250
\$ 40,000 to 41,999	\$ 10,750
\$ 42,000 to 43,999	\$ 11,250
\$ 44,000 to 45,999	\$ 11,750
\$ 46,000 to 47,999	\$ 12,250
\$ 48,000 to 49,999	\$ 12,750
\$ 50,000 to 51,999	\$ 13,250
\$ 52,000 to 53,999	\$ 13,750
\$ 54,000 to 55,999	\$ 14,250
\$ 56,000 to 57,999	\$ 14,750
\$ 58,000 to 59,999	\$ 15,250

12.23 SOCIAL MEDIA POLICY

The City understands that the use of social media is a fun and rewarding way for people to share their activities and opinions with family, friends and co-workers. However, because social media posts may reflect on both the employee and the City, the use of social media presents certain risks and requires certain responsibilities. The goal of this policy is to provide employees with direction concerning the City's policies regarding employees' personal use of social media platforms.

In the rapidly expanding world of electronic communications, social media means many things. It encompasses all communication or posting of content of any kind on the Internet. This includes communicating or posting to a person's own or someone else's website, blog, journal, diary, social network site, web bulletin board or chat room, as well as any other form of electronic communication.

During work hours, employees should refrain from using social media for personal reasons, and at all times shall

refrain from using social media on equipment provided by the City. Employees should not use their City-provided email address to register on social networks, websites, blogs or any other online sites utilized for personal use. Employees may be allowed to use social media during work hours at the direction of their supervisor for job-related purposes. Also, non-confidential information about an employee's work for the City can be shared online, such as would be shared in a typical social exchange. Examples of such information might be job titles and responsibilities, news of upcoming City sponsored or hosted events and publicly-posted employment opportunities.

Ultimately, each employee is individually and solely responsible for what he or she posts online, both at and away from work. While each employee has the right to speak out on matters of public concern, when creating online content, an employee should be aware of the following City policies:

- A. Be aware that sharing content online, even in a personal capacity, that is disruptive to the City's efficient administration of its duties may result in discipline, up to, and including, termination. Disruptive statements or postings may include discriminatory or harassing remarks, misrepresentation of information obtained through the workplace, knowingly false information, threats of violence, hate speech, or disclosure of confidential information.
- B. Similarly, posting content that could reasonably be viewed as harassment, bullying, or as creating a hostile work environment on the basis of race, gender, disability, religion or any other status protected by law or City policy will not be tolerated and may result in discipline, up to, and including, termination.
- C. Always maintain confidentiality of the City's confidential, non-public information. This information might include information on projects, policies or procedures. You should not post internal reports, summaries or any other confidential data or communications.
- D. When expressing your personal opinions online, do not represent yourself as a spokesperson for the City, or any of its departments, divisions, boards, commissions, committees, or other sub-units, unless you have been appropriately authorized as a spokesperson.
- E. Do not post to, or communicate with, any media websites, outlets or blogs on the City's behalf, unless given permission to do so by appropriate City personnel.

This policy is not meant to infringe upon any right protected by federal or state law. If you have a personal complaint about working conditions, co-workers, and/



or supervisors, you are encouraged to discuss these matters with your supervisor or Human Resources, rather than posting your concern(s) to social media.

Retaliation is prohibited for reporting a possible violation of this social media policy or cooperating in any investigation with respect to a potential social media policy violation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in any investigation will be subject to disciplinary action, up to, and including, termination.

This policy may be updated at any time. To remain in compliance, employees shall review the policy at regular intervals.

12.24

ARTIFICIAL INTELLIGENCE

1. PURPOSE AND SCOPE

This Artificial Intelligence (AI) Policy outlines the principles and guidelines governing the development, deployment, and use of AI technologies at City of Westfield. The policy is designed to ensure responsible and ethical use of AI, safeguarding privacy, transparency, and accountability.

2. ETHICAL CONSIDERATIONS

A. Fairness

- AI systems shall be designed and implemented to avoid bias and ensure fair treatment of all individuals, irrespective of characteristics such as race, gender, or ethnicity.

B. Transparency

- The city is committed to providing clear explanations of how AI systems operate, ensuring transparency in decision-making processes to the extent possible.

C. Privacy

- AI applications shall respect and protect user privacy. Data collection, storage, and processing must comply with relevant privacy laws and regulations.

D. Accountability

- The city may establish mechanisms for accountability in AI decision-making processes. Individuals must have the right to challenge and appeal decisions made by AI systems.

3. DATA GOVERNANCE

A. Data Quality

- High-quality and accurate data are essential for effective AI. The city may implement measures to maintain data integrity and ensure the reliability of information used by AI systems.

B. Data Security

- Robust security measures may be implemented to protect AI-related data from unauthorized access, disclosure, alteration, and destruction.

C. Data Ownership

- Clear guidelines on data ownership and usage may be established, respecting user rights and ensuring compliance with applicable laws.

4. HUMAN OVERSIGHT AND INTERVENTION

Human involvement and oversight are crucial in AI systems. The city will ensure that AI technologies are used to augment human capabilities, and mechanisms for human intervention will be in place to address unforeseen issues.

5. COLLABORATION AND PARTNERSHIPS

The city will actively engage with regulatory bodies to stay informed about best practices, advancements, and ethical considerations in AI.

6. TRAINING AND AWARENESS

Training programs may be provided to employees involved in the development and deployment of AI systems to enhance awareness of ethical considerations and compliance with this policy.

7. CONTINUOUS IMPROVEMENT

This policy will be reviewed regularly to ensure alignment with evolving ethical standards, legal requirements, and technological advancements. Feedback from employees and relevant governing bodies will be considered for continuous improvement.

8. COMPLIANCE AND ENFORCEMENT

Non-compliance with this AI policy may result in disciplinary actions, including but not limited to corrective measures, training, or, in severe cases,

termination of employment.

9. CONCLUSIONS

This AI policy reflects the city's commitment to responsible, ethical, and transparent use of AI technologies. By adhering to these principles, we aim to harness the benefits of AI while minimizing risks and ensuring alignment with our values and obligations to City of Westfield.





APPENDICES

CITY OF WESTFIELD, INDIANA PERFORMANCE MANAGEMENT GUIDELINES FOR FULL-TIME CIVILIAN EMPLOYEES

INTRODUCTION

PURPOSE AND SCOPE The Performance Management Guidelines set forth the policies and procedures necessary to establish and administer the City of Westfield performance management process for full-time civilian employees. This document does not apply to sworn police officers or firefighters, or to part-time, seasonal and temporary employees.

GOALS The City's ability to provide quality services to residents and visitors is closely tied to the performance of its employees. To measure and manage performance in order to assist in achieving optimal outcomes, the City implemented a written performance management system in 2015.

The goals of performance management under this system are to:

- Create an ongoing dialogue between supervisors and employees regarding the City's expectations and the employee's progress in meeting those expectations;
- Document performance based on assigned job duties and established performance goals;

- Create a consistent and permanent record of an employee's performance;
- Identify opportunities for continuing training and education to enhance the skills required by the employee's position, or necessary for advancement;
- Establish measurable performance goals for the upcoming year;
- Identify obstacles that prevent the employee from performing at optimum levels;
- Develop plans to improve performance that does not meet expectations;
- Enable management to make informed decisions regarding an employee's job assignments and/or continued employment with the City; and
- Establish eligibility for annual salary increases.

ROLES AND RESPONSIBILITIES The Human Resources Department will oversee the performance management process, develop or amend policies and procedures as needed, ensure supervisors are properly trained to evaluate employees and establish annual deadlines. The Department of Human Resources will collect and maintain all performance evaluations and analyze data on a supervisory, department and City-wide level.

Department Directors will ensure performance evaluation are completed in a timely manner for their departments. All performance evaluations must be reviewed and signed by the Department Director before being submitted to Human Resources.

Supervisors with direct and/or indirect oversight will evaluate subordinate employees. This is the most critical element of the process. In order to protect the integrity of the entire process, supervisors are required to be trained in the performance management process. Their work will be reviewed by the Department Director and by the Director of Human Resources.

Employees will be required to complete a self-assessment form and to engage with their supervisor during the performance evaluation interview. Employees are not asked or expected to evaluate their supervisors, although relevant comments made in the course of the performance management process may be used in their supervisor's own performance evaluation.

THE MANAGEMENT PROCESS

PERFORMANCE MANAGEMENT SCHEDULE The performance management process has two components to be completed annually: an employee self-assessment and a supervisor evaluation. A Performance Improvement Plan will also be required in some cases. The 2025 schedule is outlined below

- a) Supervisor provides employee with self-assessment form no earlier than September 1, 2025, and no later than November 14, 2025, and sets date and time for performance evaluation meeting (employee must have at least five (5) calendar days to complete self-assessment form).
- b) Employee completes self-assessment form and returns to supervisor no less than two (2) calendar days before performance evaluation interview.
- c) Supervisor completes written performance evaluation form, excluding achievements and goals.
- d) Supervisor(s) meets individually with employee to review employee's self-assessment and to discuss supervisor's performance evaluation, no later than November 8, 2025. Achievements and goals are discussed and added at this meeting. Employee signs completed form and receives copy.
- e) Performance evaluation form is submitted to Department Director for review and signature. Original signed form and employee self-

assessment are sent to Human Resources no later than December 12, 2025. Department keeps a copy.

- f) Employee has ten (10) calendar days following the performance evaluation interview to append no more than one (1) page of written comments to the evaluation, with original to Human Resources and copy to Department Director.
- g) Second evaluation interview and Performance Improvement Plan, when required, are completed and submitted to Department Director for review and signature no later than December 31, 2025. Original is retained by department with a copy to employee and Human Resources.
- h) Three-month re-evaluation based on Performance Improvement Plan is completed and submitted to Department Director for review and signature no later than April 3, 2026. Original signed form is sent to Human Resources no later than April 17, 2026. Department and employee each get a copy.

EMPLOYEE SELF-ASSESSMENT Employees are expected to honestly assess their strengths and weaknesses and to develop work-related goals for the following year. Employees may also identify desired training and/or career development to help enhance skills for their positions or to prepare them for advancement. Training opportunities are provided at the sole discretion of the department.

SUPERVISOR'S PERFORMANCE EVALUATION

The performance evaluation may consist of the following sections:

- Personal/Work Attributes
- Areas for Development
- Achievements and Goals (to be completed jointly by supervisor and employee)
- Other Comments (supervisor and/or employee)
- Acknowledgements (supervisor, employee and director)

Supervisors will evaluate their subordinate employees' work performance for the entire 12-month period preceding the interview. Since the initial performance evaluation will take place in 2025, supervisors may go back further than 12 months to establish a pattern of behavior.

The performance evaluation will be based on a standard set of expectations. Although job responsibilities vary from position to position, success in any position depends on a common set of attributes.

PERFORMANCE RATINGS The evaluation structure for personal/work attributes utilizes a 4-tier rating system:

- **Meets Expectations**
- **Exceeds Expectations**
- **Needs Improvement**
- **Unacceptable**

“MEETS EXPECTATIONS” is a positive rating. This indicates the employee is meeting all job requirements in the area being evaluated, performs consistently and dependably in this regard, and achieves fully satisfactory results. It is expected that most employees will be given this rating level.

To receive an **“EXCEEDS EXPECTATIONS”** rating, the employee must significantly and consistently perform at levels above expectations. An employee in this category will regularly exceed job requirements in the area being evaluated—not just once in a while—and achieve correspondingly superior results. This rating will be given sparingly.

For underperforming employees, two ratings are available. **“NEEDS IMPROVEMENT”** is for the employee whose performance is somewhat deficient in the area being evaluated. This employee needs to make some improvements to meet minimum job requirements. An employee who receives three (3) or more “Needs Improvement” ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

The **“UNACCEPTABLE”** rating will be used for an employee whose performance is unsatisfactory in the area being evaluated, and from whom substantial and immediate improvement is necessary. An employee receiving one (1) or more **“UNACCEPTABLE”** ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

Every rating on the performance evaluation except “Meets Expectations” must be supported with a concise but descriptive narrative. Performance ratings should be based primarily on the supervisor’s direct observation or knowledge of the employee’s work, although they may also incorporate verifiable comments from other members of the evaluation team, coworkers or customers when available and/or appropriate.

EVALUATION INTERVIEW Upon completion of the written performance evaluation (and any management approvals required by the department), the supervisor will meet with the employee to review and discuss the employee’s self-assessment and the supervisor’s written performance evaluation. This meeting serves

as an opportunity for a candid discussion between the supervisor and the employee, with a focus on how the employee can achieve maximum productivity.

Two (2) copies of the written performance evaluation should be brought to the evaluation meeting: one to be forwarded to Human Resources for the employee’s personnel file and one to be given to the employee for their personal records. Both copies should be signed by the employee and the supervisor performing the evaluation. The City’s copy should also be signed by the Department Director before being sent to Human Resources.

EMPLOYEE COMMENTS AND ACKNOWLEDGEMENT

The employee will initial the bottom of each page of the performance evaluation to indicate the supervisor has discussed it with him. The employee will also be given the opportunity to respond in writing to their performance evaluation. Brief comments may be added at the time of the performance evaluation interview. Additional feedback, not to exceed one (1) typewritten or handwritten page, may be submitted within ten (10) days after the interview. These comments will be filed with the original performance evaluation form. After 10 days, no further comments will be accepted.

The employee will be expected to sign the performance evaluation, whether or not they agree with the supervisor’s evaluation. The employee’s signature is merely an acknowledgement that the employee had an opportunity to provide input prior to the performance evaluation interview, discuss the performance evaluation with their supervisor and provide verbal and written feedback regarding the content of the performance evaluation. An employee’s refusal to sign the performance evaluation form may lead to disciplinary action.


BEYOND THE PERFORMANCE EVALUATION

FOLLOW-UP Any employee who receives one or more **“Unacceptable”** ratings or three or more **“Needs Improvement”** ratings must meet again with their supervisor to develop a Performance Improvement Plan. The Performance Improvement Plan will outline the performance deficiencies, expectations and steps required for improvement.

Another performance evaluation meeting will be scheduled three (3) months out. If the employee has not made adequate progress, further action will be determined on a case-by-case basis. At minimum, the employee will be scheduled for another 3-month evaluation. For the most serious shortcomings (e.g., the employee has shown little or no improvement, the shortcomings are seriously disruptive to the operations

of the department, the employee is resistant to changing their behavior), employment may be terminated.

In addition to the Performance Improvement Plan, the evaluation team may elect to pursue other disciplinary or remediation procedures.

Although performance evaluations will not be specifically tied to the level of pay increases, underperforming employees, as measured by the performance evaluation process, may be denied a cost-of-living adjustment (COLA). 

ONGOING FEEDBACK The performance evaluation is a valuable mechanism to give an employee feedback on their work performance, but it should not be the only source of communication used by a supervisor. Supervisors should provide their employees open and honest feedback on a continual basis, and be receptive to comments from the employee. It is important to address issues in the appropriate manner when they occur as opposed to waiting for a scheduled performance evaluation and presenting a laundry list of issues. If the lines of communication are truly open between a supervisor and employee, there will be no real surprises at the time of the performance evaluation.

End of 2025 City of Westfield Personnel Policies, Procedures and Benefits Manual. 

RESOLUTION NO. 25-158

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING TRANSFER PURSUANT TO WESTFIELD POLICE DEPARTMENT GENERAL ORDER 26.1.2

WHEREAS, it has come to the attention of the Board of Public Works and Safety (“Board”) of the City of Westfield, Indiana (“City”) that certain property owned by the City is now surplus and should be transferred;

WHEREAS, Ind. Code § 5-22-22 *et seq.* authorizes the City to follow certain procedures to dispose of or transfer surplus property;

WHEREAS, Westfield Police Department (“WPD”) General Order 26.1.2(D)(8)(c) states that retired sworn WPD personnel may receive his/her primary duty weapon upon approval of the WPD Chief or his designee and Board approval;

WHEREAS, after serving the City and its citizens for 21 years, Westfield Police Department Sergeant Song Kang is retiring; and

WHEREAS, in light of the foregoing, the Board hereby seeks to declare as surplus property and approve the transfer of WPD Sergeant Song Kang’s primary duty weapon pursuant to the applicable statutes and WPD General Orders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Westfield that:

Section 1. The above recitals are incorporated by reference.

Section 2. The following property belongs to the City, is no longer needed and/or is unfit for the purposes for which it was intended, and is therefore declared surplus property:

Make: Glock
Model: 47
Serial Number: CFUH041
“Primary Duty Weapon”

Section 3. The Primary Duty Weapon has an estimated value of less than one thousand dollars (\$1,000), so the City may transfer the Primary Duty Weapon without advertising, pursuant to Ind. Code § 5-22-22-6.

Section 4. In recognition of WPD Sergeant Song Kang’s contributions to the City and its citizens, the Board hereby approves transfer of the Primary Duty Weapon to WPD Sergeant Song Kang pursuant to WPD General Order 26.1.2(D)(8)(c). WPD shall take all actions necessary to facilitate legal transfer of ownership of the Primary Duty Weapon pursuant to Indiana law and General Orders.

Section 5. This Resolution is effective upon passage.

ADOPTED and PASSED this _____ day of October, 2025.

BOARD OF PUBLIC WORKS AND SAFETY,
CITY OF WESTFIELD, INDIANA

Mayor Scott A. Willis

Chuck Lehman

Nick Barbknecht

Attest: _____
Kim Strang, Deputy Clerk Treasurer

RESOLUTION NO. 25-162

**A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS
AND SAFETY TO PROCEED WITH THE SELECTION OF CONSTRUCTION
MANAGER AS CONSTRUCTOR (CMc) SERVICES FOR THE JERSEY STREET
RECONSTRUCTION PROJECT**

WHEREAS, the City of Westfield, Indiana (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”); and

WHEREAS, the Board of Public Works and Safety (the “Board”) of the City holds real property of the City pursuant to Ind. Code § 36-9-6-3 and is authorized thereunder to design, order, contract for and execute all work required to improve or repair any such real property and to erect all buildings and other structures needed for any public purpose; and

WHEREAS, pursuant to Ind. Code § 5-32-1 *et seq.* (the “CMc Statute”), the City may construct the Jersey Street Reconstruction Project (the “Project”) utilizing the CMc project delivery system; and

WHEREAS, in accordance with the CMc Statute, the City has determined to construct the Project utilizing the CMc project delivery method as provided therein; and

WHEREAS, the Project involves the reconstruction of Jersey Street from Mill Street to Westfield Boulevard/Poplar Street in coordination with the adjacent development commonly known as Jersey 32 and to act as a multi-use urban environment for vehicles, pedestrians, and bicyclists to enhance the connectivity between the City’s cultural destinations and mixed-use developments; and

WHEREAS, pursuant to the CMc Statute, the City provided public notice of and issued a Request for Proposals (“RFP”) for the Project whereby qualified firms were invited to submit proposals for the completion of Construction Manager as Constructor (CMc) services for the Project; and

WHEREAS, pursuant to the CMc Statute, the RFP contained a summary of the review and selection process, including the evaluation criteria and scoring for the Project and the consideration of qualifications and fees by which offerors will be evaluated, a CMc will be selected, and a CMc contract will be awarded; and

WHEREAS, in response to the RFP, and in accordance with the CMc Statute, offerors submitted proposals to the City; and

WHEREAS, in accordance with the CMc Statute, the City established an evaluation committee to review the RFP responses and meet with select offerors; and

WHEREAS, in accordance with the CMc Statute, and based upon the evaluation committee’s review of the RFP responses, offerors were selected to meet with the evaluation committee; and

WHEREAS, in accordance with the CMc Statute, and having considered each offeror’s responses to the RFP, the interviews, and the evaluation of fees, the evaluation committee scored each offeror’s proposal; and

WHEREAS, in accordance with the CMc Statute, the evaluation committee recommends the Board enter into negotiations with the offeror with the highest composite score representing the most qualified and offering the best value to the City; and

WHEREAS, in accordance with the CMc Statute, the Board has determined that it is in the best interests of the Board to accept the evaluation committee’s recommendation and to approve and ratify the contingent award of the contract for CMc services (the “CMc Agreement”) to the offeror with the highest composite score representing the most qualified and offering the best value to the City.

NOW, THEREFORE, BE IT RESOLVED by the City of Westfield Board of Public Works and Safety that:

1. The foregoing recitals are fully incorporated herein by reference.
2. In accordance with the CMc Statute, the Board hereby approves and ratifies the contingent award of the CMc Agreement to the offeror with the highest composite score representing the most qualified and offering the best value to the City.
3. In accordance with the CMc Statute, the Board shall negotiate and execute the final terms and conditions of the CMc Agreement for the Project with the selected offeror (or alternatively, to negotiate and execute with the offeror with the next highest composite score should the Board be unable to negotiate the CMc Agreement with the originally selected offeror).
4. The CMc Agreement contemplated by this Resolution to be executed and delivered by the Board shall be in a form approved by, and satisfactory to, the Board President and Director of the City Department of Public Works, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the Board President and/or Director.
5. The Board President and/or Director of the City Department of Public Works shall have the authority to execute and deliver the CMc Agreement contemplated by this Resolution to be executed and delivered by the Board and the City. The Board members, Board President and/or Director is further authorized to take all other lawful actions necessary in connection with the CMc Agreement and the other matters contemplated by this Resolution.

6. This Resolution is effective upon passage.

ADOPTED and PASSED this ____ day of November, 2025.

BOARD OF PUBLIC WORKS AND SAFETY,
CITY OF WESTFIELD, INDIANA

President, Nick Barbknecht

Mayor Scott Willis

Chuck Lehman

ATTEST: _____

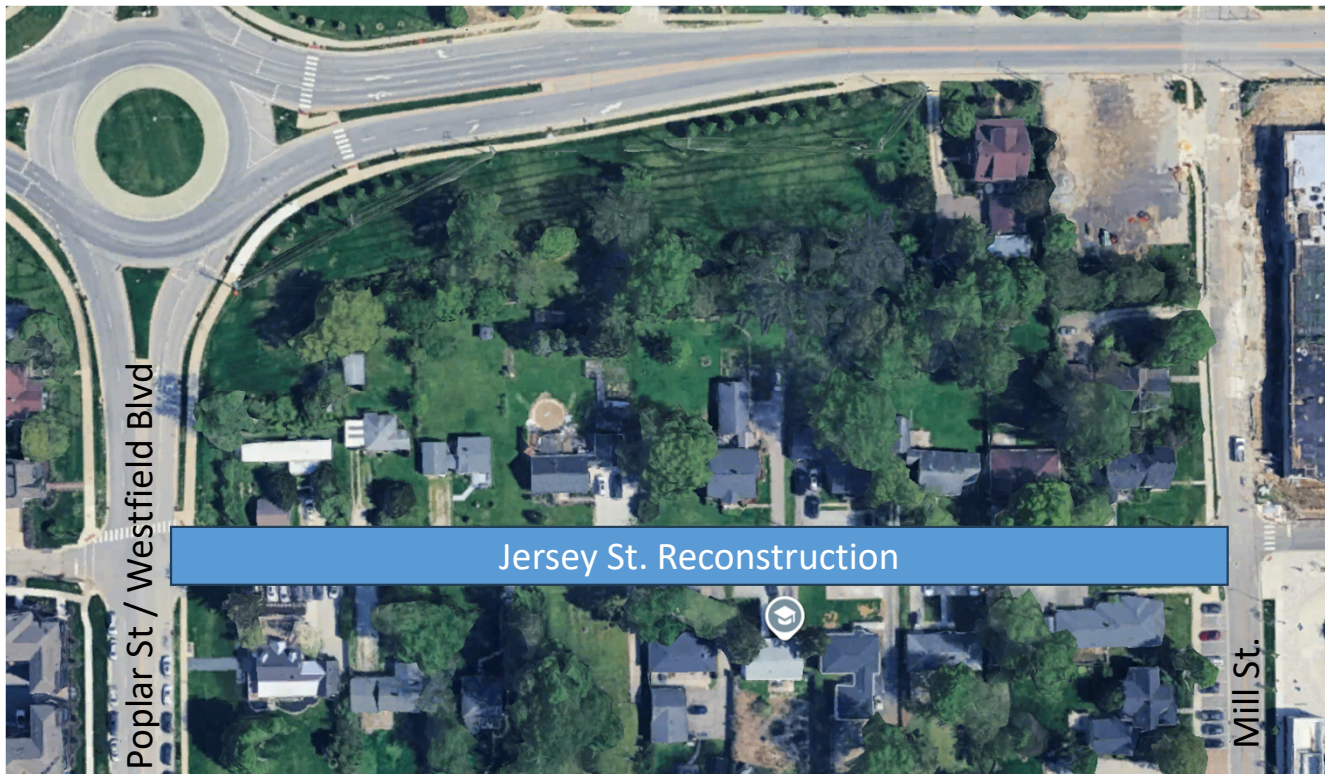


CITY OF
Westfield
INDIANA

**Construction Manager as
Constructor (CMc) Services**

Jersey Street Reconstruction Project
November 19, 2025

Jersey Street Reconstruction



Why Construction Manager as Constructor (CMc)?

- **Involve construction expertise early in the design process for cost estimating, scheduling, and planning**
- **Access to value engineering**
- **Exploration of creative construction logistics**
- **Increased coordination with adjacent property owners**
- **Additional focus on utilities coordination (which will drive the construction schedule)**

CMc Solicitation Process

- **Indiana Code 5-32: The City may construct utilizing the CMc Project Delivery Method.**
 - **Public Notification**
 - **Sept 19, Sept 22, Sept 26**
 - **Request for Proposals**
 - **Issued September 19, 2025**
 - **Received five (5) proposals on October 10, 2025**
 - **Shortlisted & interviewed four (4)**

Evaluation Team:

- **Chris McConnell, Director of Parks & Recreation**
- **Jenell Fairman, Director of Economic Development**
- **Jon Nail, Director of Public Works**
- **David Borden, Crossroads Engineering, City Owner's Rep**

CMc Solicitation Process

- Interviewed four (4) teams
 - Beaty Construction (w/ Garmong)
 - FA Wilhelm Construction Co, Inc
 - Skillman Corporation (w/Rieth Reilly)
 - Skender (with BW)
- Evaluation Criteria
 - Adherence to submittal req
 - General Qualifications
 - Project Management Plan
 - Firm & Related Experience
 - Fee



CMc Recommendation: Skender (with BW)

- Next step:
 - Enter into contract negotiations with the offeror with the highest composite score representing the most qualified and offering the best value to the City
- Initial Services: Preconstruction for \$24,381 per Offeror's proposal.
- Guaranteed Maximum Price Proposal expected in 2026 for Board Approval





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Westfield Board of Public Works & Safety 2026 Meeting Schedule

Monthly Meeting Date	Deadline to Submit Agenda items
January 28, 2026	January 21, 2026
February 25, 2026	February 18, 2026
March 25, 2026	March 18, 2026
April 22, 2026	April 15, 2026
May 27, 2026	May 20, 2026
June 24, 2026	June 17, 2026
July 22, 2026	July 15, 2026
August 26, 2026	August 19, 2026
September 23, 2026	September 16, 2026
October 28, 2026	October 21, 2026
*November 18, 2026	November 11, 2026
*December 16, 2026	December 9, 2026

Meetings are held at the Westfield City Hall, Assembly Room, 130 Penn Street, Westfield, IN 46074. They are the 4th Wednesday of each month and begin at 1:00 pm.

*Special dates due to the holiday schedule.



November 19, 2025

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- JW Solar Construction, LLC, Ivy Ridge Preserve, Bond #999438854, \$41,179.30, Erosion Control & ROW Improvements
- TTRES IN Westfield 191st, LLC, Midtown at Westfield Southeast, Bond #9477240, \$334,273.28, Erosion Control/SWPPP
- TTRES IN Westfield 191st, LLC, Midtown at Westfield Southeast, Bond #9477241, \$407,353.05, ROW Improvements
- Holladay Construction Group, LLC, Centier Bank, Bond & Rider #268020896, \$150,919.67, Erosion Control, ROW Improvements, Storm, & Streets
- Platinum Properties Management Company, LLC, Ravinia, Section 1, Bond #5876654, \$53,117.91, Common Area Concrete Walks & Ramps
- Platinum Properties Management Company, LLC, Ravinia, Section 1, Bond #5876655, \$1,104,773.88, Storm Sewer & SSD
- Platinum Properties Management Company, LLC, Winterburg, Section 1, Bond #5876649, \$27,432.90, Common Area Concrete Walks & Ramps
- Platinum Properties Management Company, LLC, Winterburg, Section 1, Bond #5876650, \$604,537.00, Storm Sewer & SSD
- Platinum Properties Management Company, LLC, Winterburg, Section 2, Bond #5876651, \$47,206.50, Common Area Concrete Walks & Ramps
- Platinum Properties Management Company, LLC, Winterburg, Section 2, Bond #5876652, \$663,769.00, Storm Sewer & SSD
- Patch Development, Patch Northpoint, Bond #5876660, \$406,879.00, Storm & BMP
- Patch Development, Patch Northpoint, Bond #5876659, \$63,250.00, Erosion Control
- Patch Development, Patch Northpoint, Bond #5876658, \$372,289.50, ROW
- T&W Corporation, Cornerstone Bible Church, Bond #999437817, \$140,723.00, Storm Sewer, Sidewalk, Erosion Control & ROW Improvements
- Lennar Homes of Indiana, LLC, East Street Towns, Section 1, Bond #024290208, \$627,824.00, Storm & SSD

- Lennar Homes of Indiana, LLC, East Street Towns, Section 1, Bond #024290209, \$432,051.00, Streets
- Lennar Homes of Indiana, LLC, East Street Towns, Section 1, Bond #024290210, \$53,845.00, Asphalt Path
- Lennar Homes of Indiana, LLC, East Street Towns, Section 1, Bond #024290211, \$43,508.00, Common Walks
- Lennar Homes of Indiana, LLC, East Street Towns, Section 1, Bond #024290212, \$109,548.00, Curbs

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Performance Bonds for the requested developments:

- Grand Communities, LLC, Townes at Grand Park Village, Section 1, Bond & Rider #0259404, \$557,455.00, Pavement
- Grand Communities, LLC, Townes at Grand Park Village, Section 1, Bond #0259401, \$496,036.00, Storm Sewer
- Grand Communities, LLC, Townes at Grand Park Village, Section 1, Bond #0259402, \$156,610.00, SSD
- Westfield (Spring Mill Road) WW, LLC, Wawa, Bond #SUR2004944, \$60,745.63, Erosion Control, & ROW Improvements
- Chatham Hills, LLP, Chatham Hills, Section 7B, Bond #1094489, \$103,950.00, Erosion Control
- Design & Build Corporation, Sogility, Bond #B0371044, \$17,073.10, Erosion Control
- Platinum Properties Management Company, LLC, Towns at Union, Bond #5769442, \$76,115.53, ROW Asphalt Paving: Union Street (Surface, HMA, Mill & Resurface, Stone Shoulder, Striping)
- Platinum Properties Management Company, LLC, Towns at Union, Bond #5769441, \$104,825.88, ROW Asphalt Paving: Union Street (Subgrade Treatment, Stone Base, Binder, & Intermediate HMA)
- Bradford Jacobs Westfield, The Learning Experience, Bond & Rider #ESD400007, \$142,716.53, Demolition, Site Work, Drainage, Lighting, Landscaping, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 6, Bond #72BSBIY6180, \$106,078.89, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #30166193, \$77,137.61, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 8, Bond #024269044, \$80,145.00, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 9, Bond #024269043, \$66,999.00, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 10, Bond #72BSBJA9191, \$43,635.00, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 11, Bond #024278269, \$51,140.00, Erosion Control
- The Skillman Corporation, Westfield Washington Schools New Natatorium, Bond #30078753, \$319,457.00, Storm Sewer

- The Skillman Corporation, Westfield Washington Schools New Natatorium, Bond #30078751, \$40,139.00, Erosion Control
- The Skillman Corporation, Westfield Washington Schools New Natatorium, Bond #30078752, \$149,342.00, ROW Improvements

Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Westfield (Spring Mill Road) WW, LLC, Wawa, Bond #SUR2007687, \$5,522.33, Streets/Curbs, Sidewalk, Erosion Control, & ROW Improvements
- Springwater Westfield, Inc., Bond #101229891, \$86,753.61, Street Paving & Curbs
- Crate Escapes, LLC, Bond #B9131298, \$18,206.03, Streets/Curbs, Storm Sewer, Sidewalk & Erosion Control
- Karns, Inc., Ravinia, Section 1, Bond #2660731, \$12,453.18, Roll Curbs & Gutters
- E&B Paving, LLC, Ravinia, Section 1, Bond #30259866, \$78,541.00, Asphalt Paving – Street
- E&B Paving, LLC, Ravinia, Section 1, Bond #30259865, \$14,744.92, Asphalt Paving – Path
- E&B Paving, LLC, Winterburg, Section 1, Bond #30259867, \$63,800.60, Asphalt Paving – Streets
- Sitecrete, LLC, Winterburg, Section 1, Bond #30257865, \$9,944.10, Curbs
- E&B Paving, LLC, Winterburg, Section 2, Bond #30259868, \$58,307.10, Asphalt Paving – Streets
- Sitecrete, LLC, Winterburg, Section 2, Bond #30257866, \$8,761.30, Curbs
- The Skillman Corporation, Westfield Washington Schools New Natatorium, Bond #30263076, \$29,041.50, Storm Sewer
- The Skillman Corporation, Westfield Washington Schools New Natatorium, Bond #30263075, \$13,576.50, ROW Improvements

Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

- Atwater Development, LLC, Atwater, Section 1, Bond & Rider #LICX1214378, \$168,833.35, Street/Curbs, Storm, Sidewalk, Trail, & ROW Improvements
- Lennar Homes of Indiana, Inc., Liberty Ridge, Section 4, Bond #72BSBIE2523, \$792.00, Concrete Sidewalks
- United Infrastructure, LLC, Liberty Ridge, Section 4, Bond #025614C, \$16,718.45, Storm Sanitary Sewer
- Sitecrete, LLC, Liberty Ridge, Section 4, Bond #30075954, \$2,687.45, Curbs

- E&B Paving, Inc., Liberty Ridge, Section 4, Bond #30076476, \$24,535.77, Onsite Stone Base, Asphalt Binder, Asphalt Surface
- CalAtlantic Homes of Indiana, Inc., Liberty Ridge, Section 4, Bond #30067794, \$38,733.00, Erosion Control
- Chatham Hills, LLP, Chatham Village, Section 4, Bond #5876616, \$4,500.00, Erosion Control

Letter of Credit

The Westfield Public Works Department is recommending that the Board of Public Works & Safety accept the following Letter of Credit for the requested developments:

- NONE

Cash in Lieu

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Developer Agreement (Cash in Lieu) for the requested developments:

- NONE



Board of Public Works & Safety
October 2025

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WESTFIELD POLICE DEPARTMENT

October 2025

Events by Nature

Incident Type	Count
911 Hang Up	24
Abandoned Vehicle	9
Abandonment	0
Abuse / Neglect	3
Accident - Hit & Run PD	7
Accident - Hit & Run PI	0
Accident - Other	0
Accident - Property Damage	104
Accident - Personal Injury	13
Accident - Sinking Vehicle	0
Accident - Unknown	11
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	0
Alarm - Burglar	126
Alarm - Hold Up	18
Animal Bite / Attack	2
Animal Complaint	51
Assist Fire	51
Assist Other Department	21
Assist Public	54
Battery	2
Bike Patrol	0
Bomb Device Found	0
Bomb Threat	0
Burglary	1
Carjacking	0
Case Follow Up	144
Child Seat Inspection	22
Civil Dispute	32
Criminal Mischief	15
Damage to Property	0
Death Investigation	1
Directed Patrol	392
Disturbance	37
Domestic	0
Driving Complaint	239
Drug Complaint	6
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	1
Firearms Shots Fired	1
Foot Patrols	315
Found / Lost Property	14
Found Person	3

WESTFIELD POLICE DEPARTMENT

October 2025

Events by Nature

Incident Type	Count
Fraud Prescription	1
Fraud / Deception	31
Harassment	24
Intoxicated Person	5
Investigation	22
Investigative Stop	1
Juvenile Complaint	10
K9 Detail	16
Kidnapping	0
Lock Out	51
Loud Party	6
Mental Emotional - Violent	8
Mental Emotial/Suicide Attempt	2
Mental Person	14
Miscellaneous	12
Missing Person	7
Missing Person - PLS	0
New Call	0
Nuisance	18
Ordinance Misc.	21
Parking Complaint	20
Physical Disturbance	12
Product Contamination	0
Reckless Activity	0
Road Rage	12
Robbery	0
Runaway	8
School Patrol	55
Security Check	516
Sex Offense	0
Shooting	0
Solicitor	0
Special Detail	3
Stabbing	0
Suicide	0
Suspicious Activity	93
Suspicious Package	0
Suspicious Person	2
Test	0
Theft	28
Theft - From a Vehicle	5
Theft - of a Vehicle	3
Theft Shoplifter	0
Threat to Life	16
Threatening Suicide	7
Tow Release	0

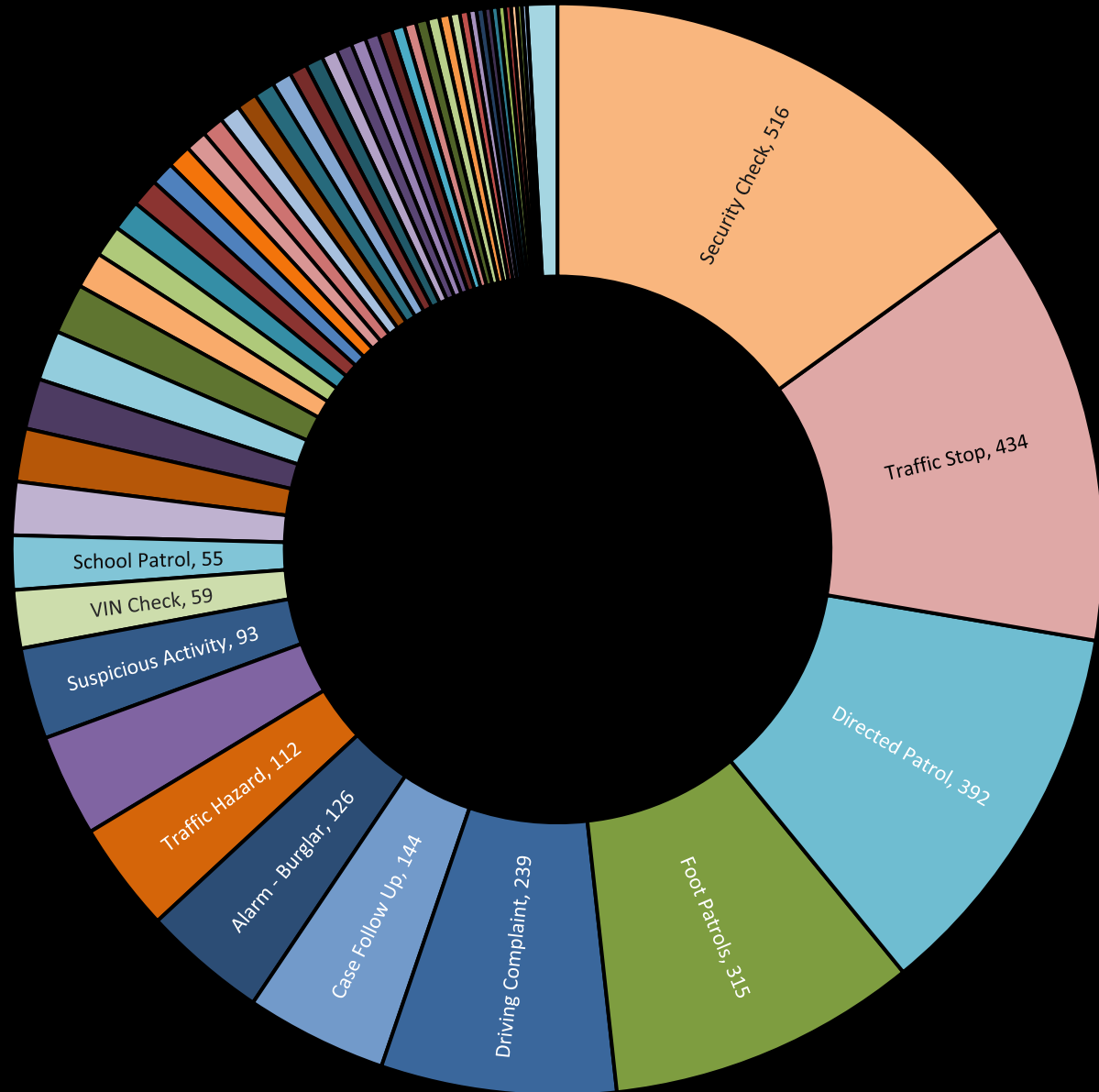
WESTFIELD POLICE DEPARTMENT

October 2025

Events by Nature

Incident Type	Count
Traffic Hazard	112
Transport	0
Trespassing	21
Traffic Stop	434
Unknown Call for Police	0
VIN Check	59
Wanted	0
Warrant Service	2
Weapons Complaint	2
Welfare Check	54
Total	3433

Monthly Events by Incident Type October 2025

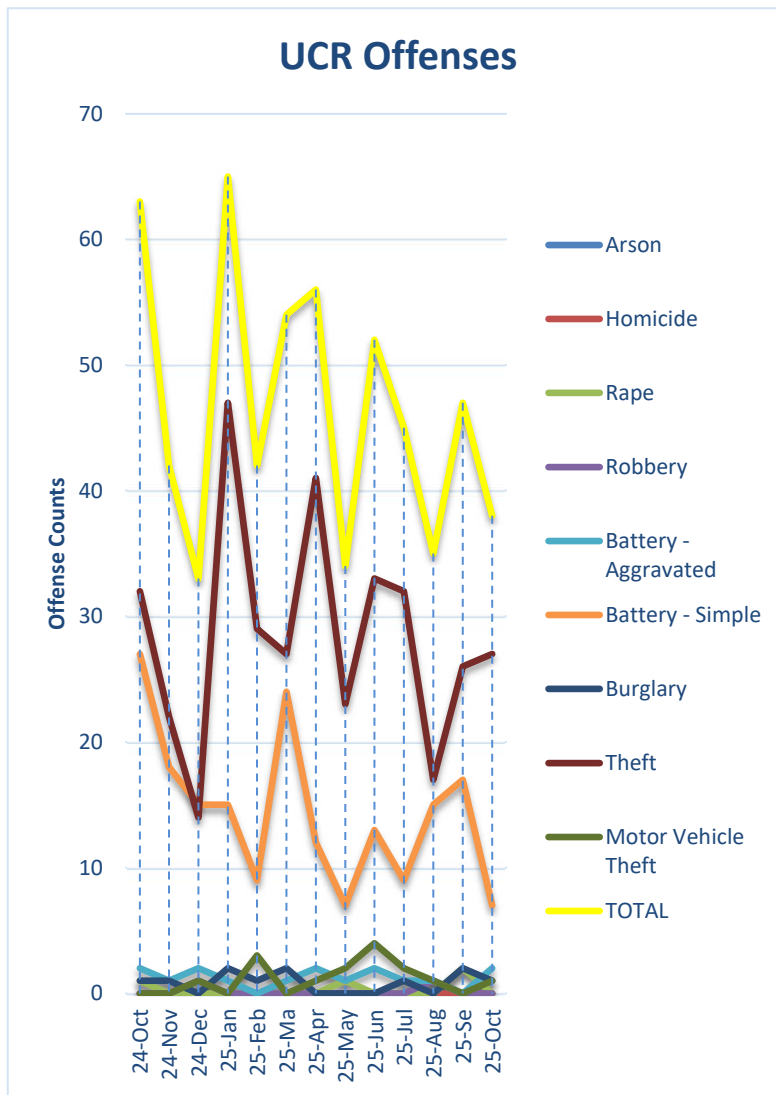


WESTFIELD POLICE DEPARTMENT

October 2025

UCR OFFENSES

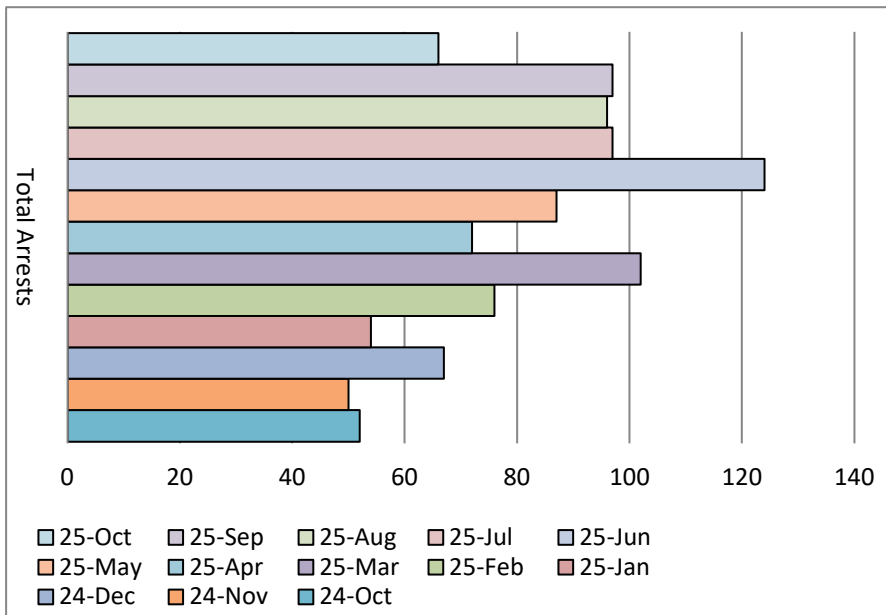
OFFENSE	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Ma	25-Apr	25-Ma	25-Jun	25-Jul	25-Aug	25-Se	25-Oct
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	0	0	0	0	1	0	0	0	2	0
Robbery	0	0	1	0	0	0	0	0	0	0	1	0	0
Battery - Aggravated	2	1	2	1	0	1	2	1	2	1	1	0	2
Battery - Simple	27	18	15	15	9	24	12	7	13	9	15	17	7
Burglary	1	1	0	2	1	2	0	0	0	1	0	2	1
Theft	32	22	14	47	29	27	41	23	33	32	17	26	27
Motor Vehicle Theft	0	0	1	0	3	0	1	2	4	2	1	0	1
TOTAL	63	42	33	65	42	54	56	34	52	45	35	47	38



WESTFIELD POLICE DEPARTMENT

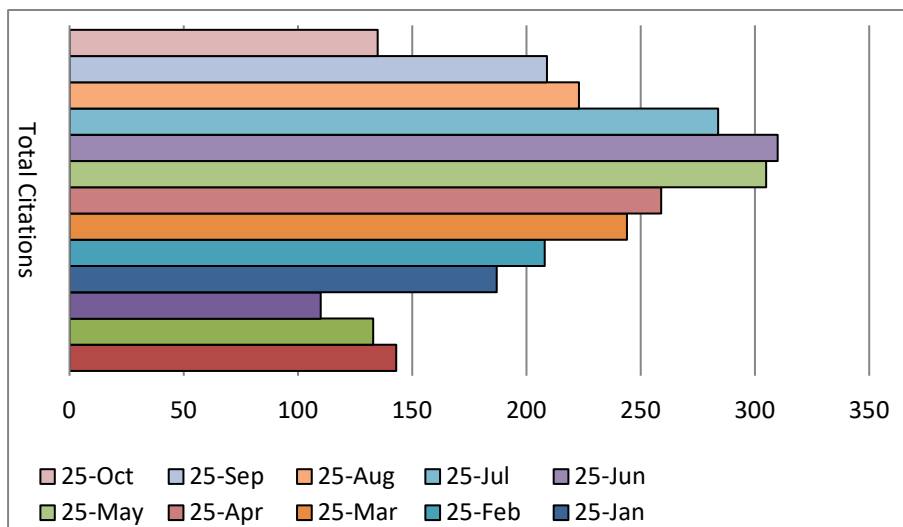
October 2025

Arrest Reports Taken	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct
Alcohol/ Drug Related	13	13	21	8	17	17	19	22	19	9	28	27	13
Felony Charges	30	39	29	37	21	30	26	39	55	50	53	43	31
Misdemeanor Charges	64	60	70	70	89	96	74	104	130	107	111	116	76
Total Arrests	52	50	67	54	76	102	72	87	124	97	96	97	66



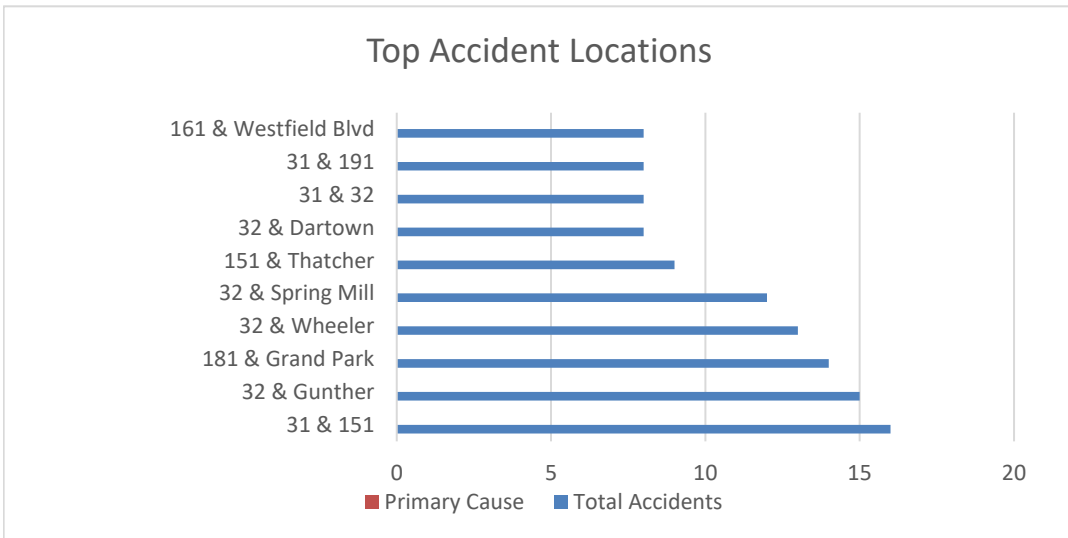
Traffic	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct
Total Citations	143	133	110	187	208	244	259	305	310	284	223	209	135
Total Written Warning:	472	588	305	509	617	636	667	602	648	532	532	466	350
Total Traffic Accidents	70	74	93	79	62	72	81	77	66	71	87	84	77
Property Damage	64	65	83	72	55	61	67	63	57	62	73	69	65
Personal Injury	6	9	10	7	7	11	13	14	9	9	14	14	11
Fatality	0	0	0	0	0	0	1	0	0	0	0	1	1
Hit and Run*	11	6	9	9	7	5	13	10	9	6	6	11	7

*numbers included in property damage, personal injury, and fatality accidents



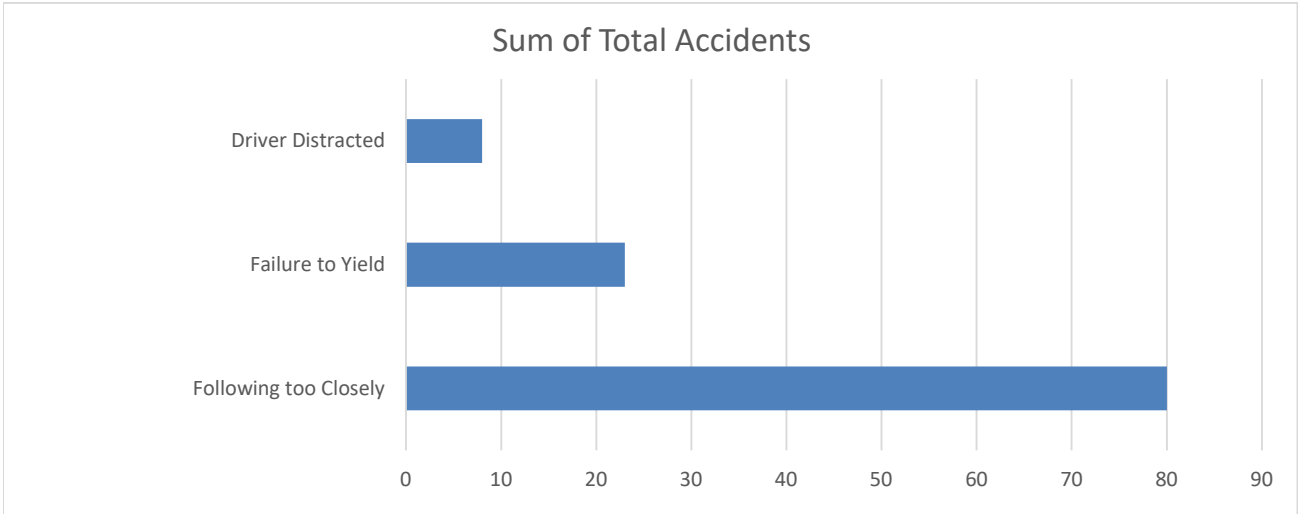
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
31 & 151	16	Following too Closely
32 & Gunther	15	Following too Closely
181 & Grand Park	14	Failure to Yield
32 & Wheeler	13	Following too Closely
32 & Spring Mill	12	Following too Closely
151 & Thatcher	9	Failure to Yield
32 & Dartown	8	Following too Closely
31 & 32	8	Following too Closely
31 & 191	8	Following too Closely
161 & Westfield Blvd	8	Driver Distracted



Total Accidents by Primary Cause, based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Following too Closely	80
Failure to Yield	23
Driver Distracted	8



Community Events

10/4/25 Bike Safety with Troop 126

10/5/25 Sensory Nature Walk

10/13/25 Trick or Treating in the Plaza

10/27/25 Kindercare Safety Talk

10/29/25 Coffee with a Cop

