



**CITY OF WESTFIELD, IN**  
**Board of Public Works Meeting Agenda**

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**BOARD OR COMMISSION:** Board of Public Works Meeting

**MEETING DATE:** Wednesday, December 17, 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

**APPROVAL OF MINUTES**

**OPENING OF REGULAR MEETING**

Note the presence of a quorum

**Action Item #1:**

Approval of Minutes – November 19, 2025

**CONTRACTS/AGREEMENTS**

**Action Item #2:**

- Midwest Studios & City of Westfield – Downtown Plan Model – Professional Services Agreement

**Action Item #3:**

- Lochmueller Group, Inc. & City of Westfield - 191<sup>st</sup> Street from Grand Park Blvd. to Tomlinson Road - Widening Design - Amendment #2

**Action Item #4:**

- Hendricks County Hospital d/b/a/ Hendricks Regional Health & Westfield Fire Department – Annual Wellness & Fit for Duty Evaluations Service Agreement

**Action Item #5:**

- Westfield Professional Fire Fighters International Association of Fire Fighters Local 4416 & City of Westfield – Agreement

**Action Item #6:**

- Bridge Builders Strategies, LLC & City of Westfield - Service Agreement

**Action Item #7:**

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

**MEMORANDUM OF UNDERSTANDING**

**Action Item #8:**

- Commissioners of Hamilton County, Indiana & the City of Westfield – Memorandum of Understanding Regarding First Due

**RESOLUTIONS**

**Action Item #9:**

- Resolution 25-168 - A Resolution of the City of Westfield Board of Public Works & Safety approving a contract between the City of Westfield, Indiana & Waste Management of Indiana, LLC for residential solid waste, yard waste, recycling collection & disposal services

**CONSENT AGENDA**

- 181st St & Grand Park Blvd Roundabout – Title Sheet

December Bond Information

**DEPARTMENT REPORTS**

- Fire
  
- Police
  
- Public Works

**ADJOURNMENT**



[IGNORE\_INDENT]

**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 to form a quorum. Deputy Clerk, Kim Strang and City Attorney Kaitlin Glazier were in attendance.

**APPROVAL OF MINUTES**

**Action Item #1:**

- **Approval of Minutes – October 15, 2025**

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

**CHANGES TO AGENDA**

Action Item# 10: Resolution 25-162 moved to first item of business

**CONTRACTS/AGREEMENTS**

**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.**

Deb Kunce presented on behalf of the evaluation team, stating this resolution is to allow the city to move into a contract with the construction manager as a constructor who has achieved the highest and best value to the city based on the statutory process known as CMc or construction managers constructor. Chris Drewry with McCarter & English, who is external legal counsel, has been working with city attorney Kaitlin Glazier. Ms. Kunce explained the reasons for having a CMc and how it will help in the process. An RFP was issued, and five proposals were received. Four teams were interviewed (the evaluation criteria was shown on the screen) by the evaluation team and Skender is being recommended to this board. Skender's initial pre-construction services are \$24,381 as is the contracted amount that is being asked to be approved.

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

**Action Item #2:**

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

Director Nail presented. An RFP was sent out on October 10th to contractors who provide these kinds of services in the central Indiana area, with a November 14th deadline. One proposal was received, with two other contractors that gave an intent to bid but did not provide a bid. H&N, who has provided snow removal services to the city's North zone for the past three years, was the responsive bidder. The city uses H&N for other services, and they have a good working relationship with the city. They have demonstrated that they have the capacity to do both the North and South zones for the next three years. Staff is seeking approval to award H&N the formal snow removal contract and the signing authority to be given to Director Nail to execute and negotiate the contract with H&N.

The motion to award the contract to H&N was made by: Chuck Lehman

Seconded by: Mayor Willis

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

The motion to give Director Nail signing authority was made by: Chuck Lehman

Seconded by: Mayor Willis

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

**Action Item #3:**

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

Director Fairman presented. This is a professional service agreement with Crossroad Engineers to assist the city with owners' technical representation services on the Jersey St. project. Crossroads is being brought in to oversee the engineering processes and selections being made to ensure that quality materials are being used, and to simplify the utility coordination processes between this project and the adjacent Park Street project that is being managed by the Parks Department. The Economic Development is helping with the funding of these projects because they go hand in hand with the economic development project that is occurring at the Grand Project on Jersey St. This is asking for approval of the agreement of the preliminary owners' technical representation services to be covered under the Economic Development department's budget (\$40,000 maximum). \$3M is the total budget for the Jersey Street project.

Motion to approve made by: Mayor Willis

Seconded by: Chuck Lehman

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

**Action Item #4:**

- **Signing Authority – Grand Park Boulevard & Tournament Trail Signal**

Director Nail presented. The final design work is wrapping up for a traffic signal at Grand Park Blvd and Tournament Trail. The request is being made for signing authority to allow Director Nail, once the RFQ's are received, to sign a contract with the lowest responsive bidder, not to exceed \$300,000.

Motion to approve made by: Chuck Lehman

Seconded by: Mayor Willis

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

### **Action Item #5:**

- **Signing Authority – 151<sup>st</sup> Street & American Lotus Drive – Raised Crosswalk**

Michael Pearce presented. This project is for a raised crosswalk to be constructed at 151st Street and Lotus Drive. There have been complaints received regarding pedestrian safety and cars speeding through this intersection. Our engineering team has determined the best way to address these issues is to install a raised crosswalk, similar to a speed table but with different colored concrete to draw attention to the pedestrian crossing and control speeds through this area. The engineers estimate the work is roughly \$170,000. We have looked at what Carmel pays for this type of work, and it is inline with their cost per install basis. Midwest submitted the lost quote, and have done work for the city in the past. The request is being made to grant Director Nail the signing authority once the contract is finalized.

The motion to approve the signing authority was made by: Mayor Willis  
Seconded by: Chuck Lehman  
Vote: Yes-3; No-0. Motion carried.

### **Action Item #6:**

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

Director Fairman presented. This is for the preliminary design services of the Jersey Street streetscape. There will be another contract that will come before this board for the final design. Economic Development funds are being used for these services.

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

### **Action Item #7:**

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

Director Fairman presented. This is the right of entry agreement for the adjacent project, The Grand. There are two parcels that are currently owned by the city, which have properties on them that need to be demolished in order for the development of the project to proceed. The parcel (204 Jersey St) is the entry location for the future parking garage of the Grand Project. The other parcel, located on the southwest corner of Jersey St, is for future development that is being coordinated between the RDC and CDC and the developer. The entire area, not including the single residential parcel along SR32, will be demolished by the developer, Skender. The rest of the parcels are all owned by the developer, so this is just giving them the right of entry to do all the work at once.

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

### **Action Item #8:**

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

Hr Director Bradie Louks presented. Changes made to the 2026 manual include:

- Section 2.07- The Drug and Alcohol Free Workspace
- Section 5.01 Compensation/Longevity (Police & Fire)

- Section 7.02 Military Leave
- Section 704 Bereavement Leave
- Section 8.02 Public Employees Retirement Fund/Effective January 1, 2026, City Councilors are eligible for PERF and a 401 matching plan
- Section 8.06 Police & Fire 77 Fund/Updated from 20.3% to 23.3%

Motion to approve made by: Chuck Lehman

Seconded by: Mayor Willis

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

## **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**

Police Chief Shawn Keen presented. This is a request to allow Song Kang's primary duty weapon to be transferred to his possession after 20 years of service and his retirement.

Motion to approve made by: Mayor Willis

Seconded by: Chuck Lehman

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

## **CONSENT AGENDA**

The motion to approve the consent agenda was made by: Nick Barbknecht

Seconded by: Mayor Willis

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

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

## **DEPARTMENT REPORTS**

### **Fire**

Chief Gaylor gave a Fire Department update.

### **Police**

Chief Keen gave a Police Department and Police Merit Board update.

## **Public Works**

John Nail gave a Public Works update.

### **ADJOURNMENT**

Motion to adjourn made by: Chuck Lehman. Seconded by Mayor Willis.

Meeting Adjourned at: 1:52 PM

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Deputy Clerk

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President or Vice President

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

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), executed as of Dec 17, 2025 (the "Effective Date"), by and between the City of Westfield, Indiana ("City"), and Midwest Studios, an S Corporation 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 171<sup>st</sup> Street, Westfield, Indiana 46074; Attn: Jenell Fairman; with a copy to City of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074 and (b) to Service Provider at: 5742 N. Post Road, Indianapolis IN, 46216; 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 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, defend, 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 to the extent they arise out of 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 attorney's fees and all costs and other expenses arising 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.

**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:

Midwest Model Makers Inc, dba Midwest Studios

By:  \_\_\_\_\_  
President & Founder

## 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

**Summary (Exhibit A)**

We appreciate the opportunity to collaborate with your team on a dynamic, professional-quality presentation model that clearly communicates the city's vision. The model will be made with a combination of construction processes, such as laser-cut plastics and metal, CNC routing and 3D printing. All components; model and display are unique in design and custom built.

Contact Caleb Ernest  
 Company City of Westfield  
 Phone 317-519-8630

**Scope of Work (Exhibit A continued)**

• **Client-Provided CAD Files:** assumes 2D / 3D CAD files will be in good working condition, requiring minimal cleanup or modification

\* file integrity issues or missing geometry may result in additional charges or timeline adjustments (must be client approved first)

• **Primary Areas:** As defined with client during concept design

3-4 color detailed site: roads, walks, grass

25-50 buildings: 3-4 color (elevations, windows, roof)

\* complete buildings only (planned bldgs in white / cream)

see examples included

• **Secondary Areas:** As defined with client during concept design

monochromatic site: white and gray

250 - 300 small buildings: 1 color, white, massing models

• Proposed model dimensions ~ 5' x 6' / 1" = 60' scale

• Display base / glass TBD: concept design client approved prior to production

• Graphics & branding TBD: concept design client approved prior to production


**Schedule (Exhibit B)**

Production lead time will be around 16 weeks pending options selected, our production schedule at the time of order and the client's ability to deliver critical project documents in a timely manner. Client budget approval, 2D and/or 3D CAD and any project specific documentation are all due to start your project.

SOW + Budget Approval	Wed Dec 17	2026
Client CAD Due	Fri May 1	
Concepts Approved by	Wed May 27	
Production		Reviews as needed
Target Completion		Fri Aug 28

**Budget Recommendation (Exhibit C - Schedule of Fees & Compensation)**

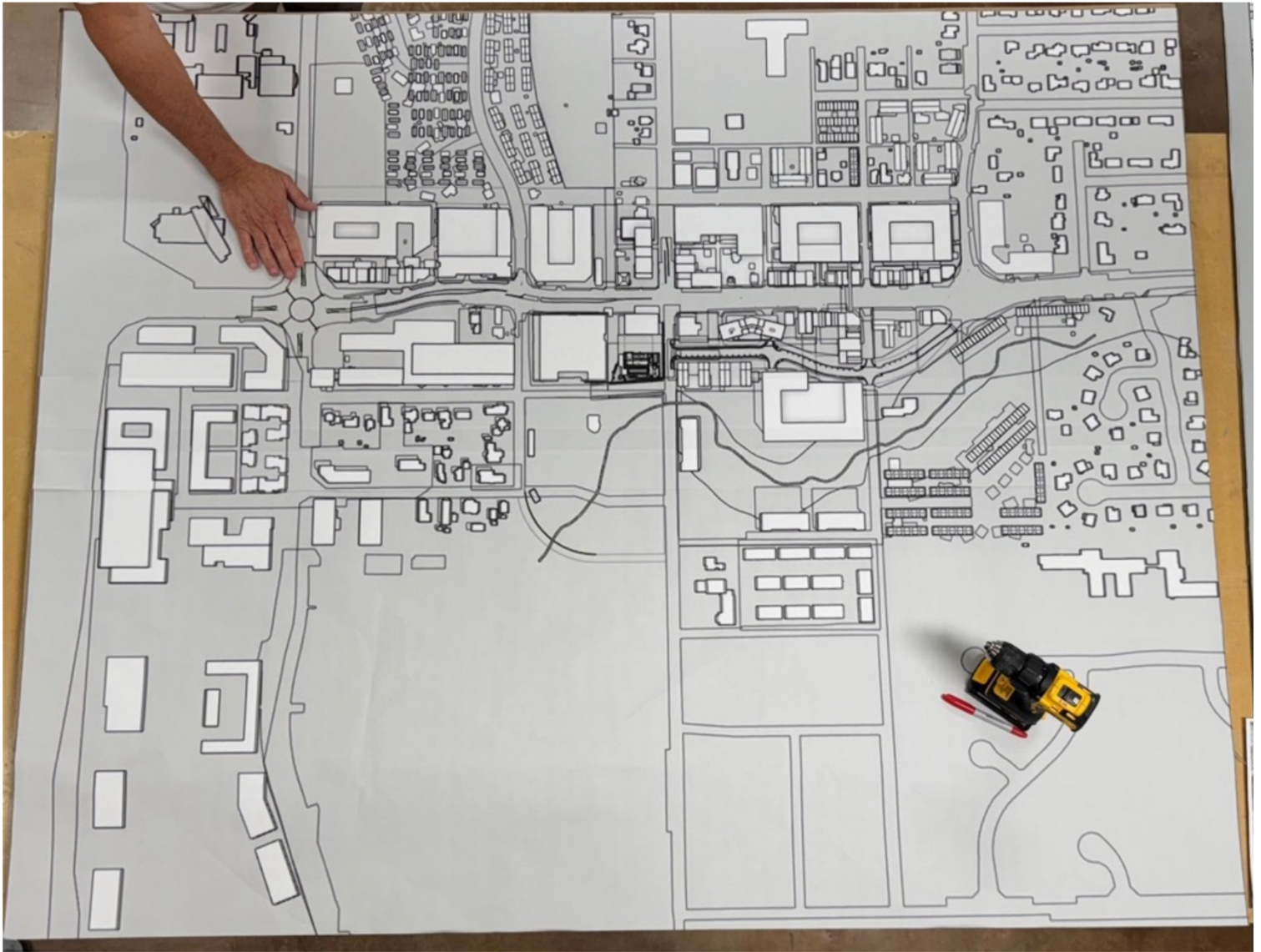
Deliverable	Description	Estimated Range	Target NTE
1 <b>Design &amp; Concepts / CAD / ENG</b>	Model and display design / Prep for model fabrication 10% adjustment: payment terms, additional PM & coordination		27,500
<b>Additional CAD (client approval required)</b>	Pending detail received from BD & final model design & functionality		11,000
2 <b>5' x 6' Model @ 1" = 60' scale</b>	3 color detailed bldgs & site with trees / monochromatic residential areas		88,000
3 <b>Floor Standing Display with Glass</b>	TBD: branding / back lit graphic panels / finishes / glass type		22,000
4 <b>Deliver &amp; Install of Model in Westfield</b>	Included: based on: Direct access to space / elevator / normal business hours		
<b>Total</b>			<b>148,500</b>

**Payment Terms (Exhibit C - Schedule of Fees & Compensation)**

Invoiced monthly based on work completed. Payment terms are NET 45.

**Scope Changes**

This proposal is only for the scope of work specified, as determined by the written and electronic documentation agreed upon in this quote. Unforeseen changes may result in additional fees and / or revised due dates. Out of scope changes will be identified and submitted as a change order.



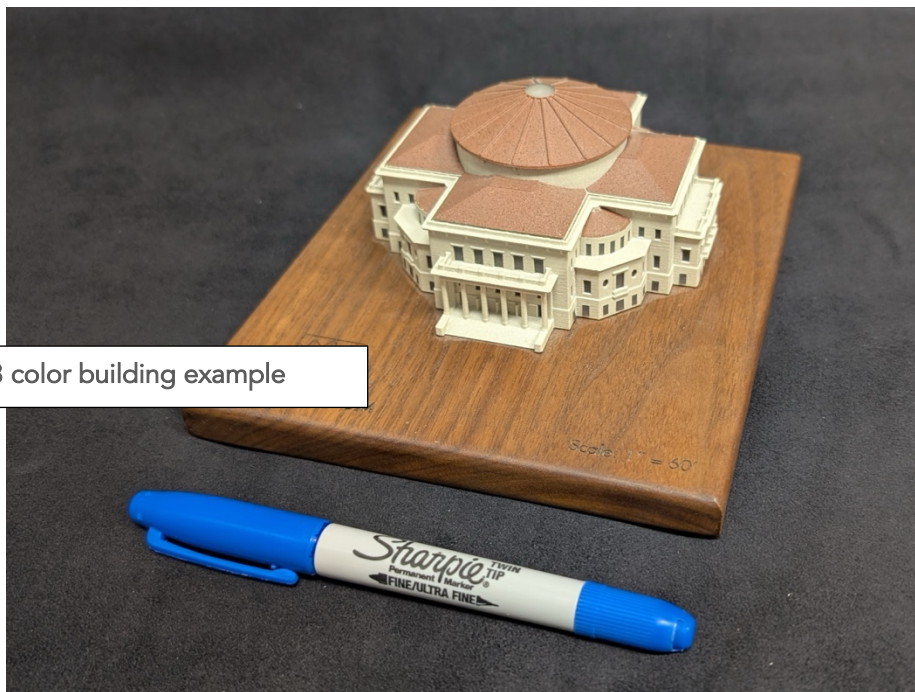
Proposed model dimensions 5' x 6' Scale 1" = 60'



Site and Building Style Example



Similar Model Style



3 color building example

## 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.



## **AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 IS MADE AND ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY AND BETWEEN CITY OF WESTFIELD, HEREINAFTER REFERRED TO AS “CLIENT” AND LOCHMUELLER GROUP, INC., HEREINAFTER REFERRED TO AS “CONSULTANT”.

### W I T N E S S E T H

WHEREAS, CLIENT and CONSULTANT did on March 7, 2023 enter into an Agreement to provide services for the proposed widening of 191st Street from Grand Park Boulevard to Tomlinson Road, and

WHEREAS, revised portions development of the project is required due to additional utility installations and conflict analysis in the project area and all necessary components to the Final Plans Stage , and

WHEREAS, between August and November of 2024, additional gas, water, electric, fiber, sanitary, and stormwater infrastructure were installed within the project limits which affected the design of the project in its Final Field Check state. Design revisions were required to ensure constructability, ensure positive drainage, and minimize conflicts with utilities, and

WHEREAS, after the design meeting held on 6/12/2025, the City requested that Lochmueller revise the roundabout geometry to reflect a 2x1 roundabout instead of a 2x2 configuration. This is due to the final construction of the entrance to Heritage Trail development, which was altered since Lochmueller had received the CAD files for the design of the entrance. The CAD files showed 32’ of pavement for each of the northbound and southbound approach to the development. Survey confirmed that only 17.5’ was constructed for each direction. This proposal also includes scope and fee hours to revise the roundabout geometry accordingly per the City’s request, including revised base files, corridor model, curb ramp design, lighting design, and inlet placement.

WHEREAS, CLIENT desires the CONSULTANT to provide the services, and

WHEREAS, the CONSULTANT has expressed an interest in providing the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

**I. Item 22.0 of Appendix "A" is added as follows:**

22.0 ADDITIONAL SERVICES

22.1 ROADWAY DESIGN AND PLAN DEVELOPMENT

22.1.1 Redesign of the roundabout from a 2x2 configuration to a 2x1 configuration in order to effectively tie in to the entrance to the Heritage Trail development as it was constructed.

22.1.2 Revise all plan, quantity and cost estimate revisions to incorporate all revised plan elements due to the finding of additional utilities within the project area and the final location of storm and roadway infrastructure of the private development.

22.2 HYDRAULICS

22.2.1 Prepare revisions to hydrologic and hydraulic analysis and design of stormwater conveyance to be incorporated into the 191st Street design plans, include the following:

22.2.1.1 Roundabout Geometry Revisions:

- Revise inlet placement at north and south approach of roundabout due to roundabout redesign
- Plan and Profile sheets and construction detail sheets updates per revised stormwater design
- Hydraulic Report Update
- QA/QC for Final Plans

22.3 UTILITY COORDINATION

Include the area of road and bridge design in the area for additional Utility Coordination for newly installed utilities within the project limits. Conduct office reviews, field inspections, verification of utility locations shown on the plans, investigations, coordination, and meetings as needed in accordance with 105 IAC 13 "Utility Facility Relocations on Construction Contracts". Tasks to be performed include the following:

22.3.1 Integrate, review, and update all new utility information into digital design files.

22.3.2 Assist and coordinate design alternatives to minimize utility impacts.

22.3.3 Identify and obtain all new utility property interest documents.

22.3.4 Integrate, review, and update utility easement information into digital design files for ROW engineering.

- 22.3.5 Coordinate and construct additional constructability reviews.
- 22.3.6 Revise utility coordination schedule and master relocation plan.
- 22.3.7 Additional coordination (emails, virtual meetings, and on-site meetings) with new utility stakeholders.
- 22.3.8 Subsurface utility exploration and additional survey for newly constructed infrastructure not included in the project survey but pertinent to finalizing design.

**II. Schedule of Appendix “C” is modified as follows:**

CONSULTANT shall promptly commence Services upon receipt of a written notice to proceed and shall complete the Services in accordance with the schedule set forth below:

Stage 3 Plans (95%)	05/23/2025
R/W Engineering Parcel Packets	07/31/2025
Permit Applications	08/22/2025
Final Tracings (100%)	08/22/2025
Construction Letting	To be determined by OWNER
Permit Approvals	04/01/2026
Right-of-Way Clear	04/01/2026
Utility Relocations	04/01/2026

**III. Compensation of Appendix “D” is hereby deleted in its entirety and hereby replaced in its entirety with the following:**

**1.0 AMOUNT OF PAYMENT**

1.1 The CONSULTANT shall receive compensation for providing such professional services under Appendix “A” of this Agreement in the amount of a total fee not-to-exceed One Million Four Hundred Sixty-Seven Thousand One Hundred Seventy-Five Dollars (\$1,467,175.00), unless an amendment to this Contract is executed by the parties that increases the maximum amount payable.

1.2 The CONSULTANT shall be paid for the work performed under Items 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 9.0, 10.0, 13.0, 14.0, 15.0, 17.0, 20.0, 21.0, and 22.0 of Appendix “A” of this Agreement on a lump sum basis, in accordance with the following lump sum fee schedule:

1.2.1 Project Management.....	\$54,100.00
1.2.2 Topographic Survey Data Collection and LRS .....	\$59,200.00
1.2.3 Environmental Document.....	\$19,000.00
1.2.4 Permitting.....	\$8,700.00
1.2.5 Roadway Design and Plans.....	\$396,900.00
1.2.6 Hydraulics.....	\$102,500.00
1.2.7 Utility Coordination.....	\$26,500.00
1.2.8 Roadway Lighting Design.....	\$19,800.00

- 1.2.9 Project Management (Pedestrian Bridge).....\$30,900.00
  - 1.2.10 Topographic Survey Data Collection (Pedestrian Bridge).....\$21,700.00
  - 1.2.11 Environmental Document (Pedestrian Bridge).....\$8,900.00
  - 1.2.12 Hydraulics (Pedestrian Bridge).....\$31,700.00
  - 1.2.13 Utility Coordination (Pedestrian Bridge).....\$15,600.00
  - 1.2.14 Bridge Design and Plan Development (Pedestrian Bridge).....\$407,300.00
  - 1.2.15 Additional Service
    - 1.2.15.1 Roadway Design and Plan Development.....\$23,400.00
    - 1.2.15.2 Hydraulics.....\$5,500.00
    - 1.2.15.3 Utility Coordination.....\$61,100.00
  - 1.3 The CONSULTANT shall receive payment for Item 7.0 of Appendix “A” Geotechnical Investigation based on the unit rates set forth in Exhibit “1” and Exhibit “2”, attached hereto and incorporated herein by reference not-to-exceed \$28,100.00.
  - 1.4 The CONSULTANT shall receive payment for Item 18.0 of Appendix “A” Geotechnical Investigation based on the unit rates set forth in Exhibit “2” and Exhibit “5”, attached hereto and incorporated herein by reference not-to-exceed \$36,900.00.
  - 1.4 The CONSULTANT shall receive payment for Items 8.0 and 19.0 Right-of-Way Engineering of Appendix “A” based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule:
    - 1.4.1 Title Research (15 parcels @ \$525 each).....\$7,875.00
    - 1.4.2 Right-of-Way Engineering (15 parcels @ \$3750 each).....\$56,250.00
    - 1.4.3 Right-of-Way Staking (15 parcels @ \$750 each).....\$11,250.00
  - 1.5 The CONSULTANT shall be paid for the services performed under Item 11.0 Construction Phase Service \$8,000.00 and Item 16.0 Permitting (Pedestrian Bridge) \$26,000.00 of Appendix “A” of this Agreement on an hourly rate basis based on the rates set forth in Exhibit “2”, attached hereto and incorporated herein by reference.
  - 1.6 The CONSULTANT shall be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Agreement are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc.) as approved by the City the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement
- 2.0 METOHOD OF PAYMENT
- 2.1 The CONSULTANT shall submit invoices to the client on a monthly basis for services rendered. In no event shall the total of the CONSULTANT’s invoices

exceed the amount provided in this Appendix "D" without prior approval as provided elsewhere in this Agreement.

- 2.2 The CLIENT shall pay the CONSULTANT for said invoices within thirty (30) calendar days for CONSULTANT's services. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.**

Except as herein modified, changed, and amended, all terms and conditions of the original Agreement dated March 7, 2023 and Amendment No. 1 dated August 28, 2024 shall continue in full force and effect.

This Amendment No. 2 increases the not-to-exceed amount of \$1,377,175.00 by \$90,000.00 to a new not-to-exceed amount of \$1,467,175.00.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 2 effective the day and year first above written.

**LOCHMUELLER GROUP, INC.**

**CITY OF WESTFIELD**

*David A. Henkel*

\_\_\_\_\_  
David A. Henkel, PE, PTOE  
Regional Leader – Central Indiana

\_\_\_\_\_  
Scott Willis, Mayor

\_\_\_\_\_  
Chuck Lehman, Board Member

\_\_\_\_\_  
Nick Barbknecht, Board Member

Annual Wellness and Fit for Duty Evaluations  
Service Agreement

This Annual Wellness and Fit for Duty Evaluations Service Agreement (“Agreement”) is entered into by and between the **WESTFIELD FIRE DEPARTMENT** (“Department”), and **HENDRICKS COUNTY HOSPITAL d/b/a HENDRICKS REGIONAL HEALTH**, (“Hospital”).

**RECITALS**

WHEREAS, Hospital is an Indiana county hospital which owns and operates an acute care hospital and other health care facilities that provide a broad range of inpatient and outpatient services, a medical group that employs a wide range of primary care and specialist physicians and skilled nursing home facilities and other post-acute care providers in order to provide a full continuum of healthcare services to citizens of Hendricks County and the surrounding communities that make up Hospital’s service area;

WHEREAS, Department is a fire department within the city of Westfield, Indiana, responsible for Emergency Medical and Fire Prevention Services, Fire Suppression, Hazardous Materials Operations, Public Education and Rescue Operations within its jurisdiction; and

WHEREAS, Department and Hospital desire to enter into this Agreement whereby Hospital will provide professional healthcare services to Department employees seeking Annual Wellness and Fit-for-duty evaluations required to determine eligibility for duty and participation for first responders of selected governmental entities and departments.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereof, Department and Hospital agree as follows:

**ARTICLE 1. TERM AND TERMINATION**

**SECTION 1.01. TERM.** This Agreement shall commence on January 1, 2026 (“Effective Date”) and continue for a period of Two (2) years (“Term”), unless otherwise renewed or extended in writing by the Parties, or terminated earlier as provided herein. The Term of this Agreement shall commence on the Effective Date and conclude two (2) years after the Effective Date, unless otherwise renewed or extended in writing by the Parties, or terminated earlier as provided herein.

**SECTION 1.02. OPTION TO RENEW.** At the conclusion of the Term (“Initial Term”), Department shall have the option (“Option”) to renew this Agreement for an additional two (2) year Term (“Additional Term”) or a different term agreed upon in writing by Parties.

**SECTION 1.03. TERMINATION.** Prior to the expiration of the Initial Term or any Additional Term, either Party may terminate any renewal by providing the other Party at least ninety (90) days’ notice, in writing, of the intent to terminate the renewal at the end of the Initial Term or Additional Term.

**SECTION 1.04. TERMINATION FOR FAILURE OF FUNDING.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Department are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Department shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. Department agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

## **ARTICLE 2. SERVICES AND BILLING**

**SECTION 2.01. SERVICES PROVIDED.** Hospital will provide to Department certain healthcare services as noted on the Scope of Services and Responsibilities (“Services”) listed on **Exhibit A**, as may be amended from time to time by mutual written and signed agreement of the Parties, attached hereto, to Department first responders or covered employees.

**SECTION 2.02. STAFF.** Hospital will provide qualified physician(s), mid-level providers and other staff for Services for which they are responsible as set forth in **Exhibit A**, which may be amended from time to time by mutual agreement of the Parties.

- (a) Hospital’s healthcare providers shall provide the Services in accordance with: (i) all applicable accreditation standards, (ii) all applicable standards established from time-to-time by third-party payors with which Providers have contractual relationship(s), if applicable to the Services provided (iii) all applicable federal, state and local governmental laws, rules and regulations, (iv) all applicable ethical standards, and (v) all applicable policies and standards of Hospital, including the Hospital's Corporate Compliance Plan and related programs.

### **SECTION 2.03. BILLING AND PAYMENT.**

- (a) Department agrees to a fee of Seven Hundred Seventy-Five Dollars (\$775) per Annual Wellness and Fit-for-Duty Evaluation of a Department employee or covered individual performed in 2026. Department agrees to a fee of Eight Hundred Fifty Dollars (\$850) per Annual Wellness and Fit-for-Duty Evaluation of a Department employee or covered individual performed in 2027. All Services included for this fee are described in **Exhibit A**. Should additional services be necessary or desired by Department employees or covered individuals that are not included in the Services described in **Exhibit A**, a referral shall be made to another provider of the individual’s choice at the expense of the individual.
- (b) Hospital shall send Invoices for Services to Department.
- (c) In the event Parties desire to renew this Agreement after the Initial Term, pricing described in subsection (a) for the Services described in Exhibit A shall be reviewed and new pricing for Services, as mutually agreed upon in writing by Parties, shall be included in an amendment or new agreement for subsequent terms.

## **ARTICLE 3. POLICIES**

**SECTION 3.01. ADDITIONAL TESTING.** In the event that Hospital finds it necessary to perform additional testing at Department expense, the Department representative will be notified and Department approval will be requested in advance.

**SECTION 3.02. REPEAT TESTING.** In the event that Hospital finds it necessary to retest a patient due to a positive test result or the recommendation of the Hospital and the Department approves such retesting in advance, the cost incurred will be billed to the Department if the retest was not based upon an error on the original test. The Department representative will be notified and Department approval will be requested in advance. If the retest is due to an error by Hospital or a contracted laboratory or other representative, the cost of necessary retesting will be incurred by the Hospital. No recommended actions will be made to the Department until Hospital has received accurate retest information.

**SECTION 3.03. POLICY ON REPORTING RESULTS.** Hospital will provide a medical/respirator clearance letter for every patient as appropriate. The letter will state whether or not the employee is medically cleared for duty. No specific medical test results for any patient are provided to any representative without the written consent of the patient unless required by law. If during the medical evaluation, findings are such that the patient cannot be medically-cleared for duty, the patient will be counseled as to the medical concerns and the need to limit duty assignment(s). The designated Department representative will be notified, in general terms, of the need for duty restriction and any safety-sensitive responsibilities. It will also be recommended that the patient be re-evaluated by Hospital, after appropriate medical treatment, to determine whether final clearance of return to full duty should be granted after a release is first made by the patient's treating physician. Hospital will assist the employee with providing related medical information and their job requirements to the treating physician to assist in their care.

**SECTION 3.04. EXAM ARRIVAL TIME.** To optimize the service provided to Department personnel, Hospital requests that Department send its personnel 15 minutes prior to their appointment time.

**SECTION 3.05. WHEN RUNNING LATE.** If Department personnel are running late for their appointment(s), please call the designated client manager. This will ensure that appropriate arrangements may be made at Hospital's location to accommodate personnel or potential rescheduling.

**SECTION 3.06. CANCELLATIONS.** Cancellations should be made at least three (3) days (one (1) shift for fire departments) prior to the scheduled appointment.

#### **ARTICLE 4. RECORDS AND CONFIDENTIALITY**

**SECTION 4.01. MEDICAL RECORDS.** The medical records maintained by Hospital shall be and remain the property of Hospital, and shall not be removed, transferred from, or released by Hospital except in accordance with terms of this Agreement, applicable state and federal laws, and Hospital's policies.

**SECTION 4.02. PROTECTED HEALTH INFORMATION.** The Parties shall comply with all applicable laws and regulations regarding the maintenance and disclosure of any Department employee's medical records and other individually identifiable health information. In particular, the Parties shall comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and accompanying regulations at 45 C.F.R. Sections 160 and 164, shall govern the Parties' use and disclosure of protected health information, as HIPAA defines that term.

**SECTION 4.03. CONFIDENTIALITY.** Neither Department nor Hospital may disclose any proprietary or confidential information of the other Party, including but not limited to trade secrets and the Assessments or Compensation described above, or any other term of this Agreement, to any third party without the prior written consent of the other Party, or as required by applicable law (including but not limited to Indiana's Access to Public Records Act).

#### **ARTICLE 5. INDEMNIFICATION AND INSURANCE**

**SECTION 5.01. INDEMNIFICATION.** Each Party agrees to indemnify and hold harmless the other Party from and against any and all liability, claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct of any employee, officer, agent, or contractor of the respective Party concerning the provision of Services required by this Agreement. Department's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of Department (including but not limited to the terms of Indiana's Tort Claims Act), so that Department's obligations to indemnify and hold harmless hereunder shall not exceed what might have been Department's liability to a claimant

had Department been sued directly by the claimant and all appropriate defenses had been raised by Department.

**SECTION 5.02. INSURANCE.** Hospital warrants that it currently maintains and will continue to maintain insurance coverage in amounts that meet or exceed the minimum requirements specified as follows: as follows:

Property Damage:	\$1,000,000
General Liability:	\$1,000,000 per occurrence / \$3,000,000 in aggregate
Professional Liability:	\$500,000 per occurrence / \$15,000,000 in aggregate
Worker's Compensation:	Statutory Minimum

### **ARTICLE 6. REGULATORY COMPLIANCE**

**SECTION 6.01. COMPLIANCE WITH LAWS, REGULATIONS, AND ACCREDITATION.** The Parties believe and intend that the this Agreement will comply with all federal and state laws as well as relevant regulations and accreditation standards, including but not limited to Medicare Fraud and Abuse laws (including the Anti-Kickback Statute), the Stark Law, and the principles of tax exemption as set forth in federal and state tax laws, specifically including the proscriptions against private inurement and private benefit, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "**Laws**"). Should any Party have a good faith belief that this Agreement creates a material risk of violating any such Laws, or any revisions or amendments thereto, such Party shall give written notice to the other Party regarding such belief. The Parties shall then make a good faith effort to reform any or all of the Agreement to comply with such Laws. If, within thirty (30) days of any Party first providing notice to the other Party of the need to amend the Agreement to comply with the Laws, the Parties acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to the Agreement to meet the requirements in question under the Laws, or (ii) alternatively, the Parties determine in good faith that amendments or alterations to the requirements are not feasible, then any Party may terminate the Agreement upon thirty (30) days prior written notice.

**SECTION 6.02. CONFIDENTIALITY OF AGREEMENT.** Certain terms and provisions of this Agreement may be proprietary and contain trade secrets as defined in Indiana Code Section 5-14-3-4(a)(4). Parties agree (on behalf of themselves and their affiliates and independent contractors) that such terms and conditions of this Agreement shall remain confidential except as required by law or as necessary to for the performance of the Agreement, and the obligation to keep such terms and conditions confidential was integral to the arm's length negotiation of this Agreement by the Parties.

**SECTION 6.03. PUBLIC RECORDS REQUESTS.** The Parties acknowledge that they are both a "**Public Agency**" pursuant to the Indiana Access to Public Records Act (Ind. Code 5-14-3) ("**APRA**"). Pursuant to each Party's obligations under APRA, Parties (on behalf of themselves and their affiliates and independent contractors) acknowledge and understand that they may not disclose or may redact any terms of (i) this Agreement, or (ii) other documents, that contain trade secrets and/or confidential information. A Party shall notify the other of any third-party APRA request related to this Agreement or any other documents related to the Affiliation herein discussed, so that the Parties may work together in appropriately redacting such agreement or document to exclude protected trade secrets and confidential information. In the event this Agreement, or any part hereof, is the subject of a request for access under any Indiana public access law, a Party shall notify the other within ten (10) business days of its receipt of such request so that the other Party shall have the right to object to the request or

seek an injunction. Given the sensitive and proprietary nature of the terms of this Agreement, Parties shall undertake their best efforts to invoke applicable exceptions or exemptions to Indiana public access laws in order to prevent disclosure or redact certain terms and conditions of this Agreement. Parties agree to cooperate in responding to any requests and media inquiries. If a Party asserts information is a trade secret or confidential information that should not be disclosed per a public record request, then that Party shall indemnify the other and be responsible for all reasonable fees and costs for objecting or responding to the request and defending against a legal challenge to the nondisclosure. Department's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of Department (including but not limited to the terms of Indiana's Tort Claims Act), so that Department's obligations to indemnify hereunder shall not exceed what might have been Department's liability to a claimant had Department been sued directly by the claimant and all appropriate defenses had been raised by Department.

**SECTION 6.04. CORPORATE RESPONSIBILITY.** Hospital has in place a Corporate Compliance Program (the "**Compliance Program**") which has as its goal to ensure that Hospital complies with federal, state and local laws and regulations. The Compliance Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Department acknowledges Hospital's commitment to corporate compliance and that Hospital will conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of corporate compliance adopted by Hospital. Department agrees to disclose immediately any proposed or actual debarment, exclusion or other event that to Department's knowledge makes Department ineligible to participate in federal health care programs or federal procurement or non-procurement programs.

**SECTION 6.05. HIPAA.** As applicable, each Party agrees that it will comply with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191 - "**HIPAA**"), and as amended by the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"). Notwithstanding the foregoing, Parties shall be solely responsible for ensuring their programs and policies are compliant with all applicable laws and regulations. Furthermore, the Parties shall promptly amend this Agreement to conform with any new or revised legislation, laws and regulations to which the Parties are subject now or in the future including, without limitation, the Standards for Privacy and Security of Individually Identifiable Health Information or similar legislation (collectively, "**Privacy Laws**") in order to ensure that the Parties are at all times in conformance with all Privacy Laws.

**SECTION 6.06. NOTICE OF PRIVACY PRACTICES.** Parties shall make available their HIPAA Privacy Rule documents, including Notice of Privacy Practices, Acknowledgement of Receipt of Privacy Practices Form, and Authorization Form as necessary for performance of Services under this Agreement. Parties acknowledge that, absent certain legal exceptions, a Party will not be able to disclose to the other Party protected health information of a recipient of medical services if a currently valid, signed Authorization Form authorizing the release is not received.

## **ARTICLE 7. MISCELLANEOUS**

**SECTION 7.01. EXCLUSIVITY AND COOPERATION.** Department represents and warrants that Hospital, its affiliates and/or subcontractors will be Department's sole and exclusive providers of the Services to Department for the Term of this Agreement, as defined below. To the extent the Services require

authorizations or action on the part of an individual Department firefighter, Department will take reasonable efforts to ensure that its firefighters will cooperate with Hospital.

**SECTION 7.02. AMENDMENTS.** The Parties may negotiate and enter any amendments of this Agreement, or supplementary agreements on matters not agreed upon herein. Any amendments of this Agreement, or supplementary agreements shall be valid only when made in writing signed by both Parties and shall be effective only upon the passage of thirty (30) days after signed by both Parties. Any amendments of this Agreement, or supplementary contracts have equal effect as this Agreement.

**SECTION 7.03. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous communications, representations or agreements, either verbal or written, between the Parties with respect to the subject matter hereof and there shall be no amendment or modification of this Agreement, except in writing signed by the Parties.

**SECTION 7.04. NOTICES.** Notices shall be written and personally delivered or by fax, effective on delivery, or sent by United States mail, postage prepaid, effective on the third (3rd) day following the date deposited in the mail, addressed to the parties as set forth in the Recitals above, or to any other address specified in writing by such Party except as otherwise specifically provided herein.

**To Department:**

Westfield Fire Department  
Attn: Rob Gaylor and James Roberts  
17001 Ditch Road  
Westfield, IN 46074

**To Hospital:**

Hendricks Regional Health  
Attn: Jennifer Miller, Executive Director of Cardiovascular Services  
1000 E. Main St.  
Danville, IN 46122

**SECTION 7.05. FORCE MAJEURE.** In the event that either Party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such Party’s reasonable control (hereinafter referred to as Force Majeure Event), the Party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to Services already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**SECTION 7.06. SIGNATURE AUTHORITY.** The person signing on behalf of each Party, below, is an authorized representative of said Party, and all necessary corporate actions have been taken to authorize such signer to enter into this Agreement on the Party’s behalf.

**SECTION 7.07. BINDING EFFECT/ASSIGNABILITY.** This contract shall be governed by the laws of the state of Indiana and binding upon the Parties, and their respective heirs, devisees, legatees, personal

representatives and successors. Any waiver of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement shall not be assignable.

**SECTION 7.08. DISCRIMINATION PROHIBITION.** Hospital represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status.

**SECTION 7.09. E-VERIFY.** Pursuant to I.C. § 22-5-1.7 et seq., Hospital shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. The Hospital warrants that it does not knowingly employ any authorized aliens.

Should Hospital subcontract for the performance of any work under this Agreement, the Hospital shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-Verify program. Hospital shall maintain a copy of such certification for the duration of the term of any subcontract. Hospital shall also deliver a copy of the certification to Department within seven (7) days of the effective date of the subcontract.

If Hospital, or any subcontractor of Hospital, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Hospital or subcontractor subsequently learns is an unauthorized alien, Hospital shall terminate the employment of or contract with the unauthorized alien within thirty (30) days (“Cure Period”). Should the Hospital or any subcontractor of Hospital fail to cure within the Cure Period, Department has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

**SECTION 7.10. GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding Indiana’s conflict of laws doctrines. Each Party hereby stipulates, consents, and agrees that the Courts of Hamilton County, Indiana or the United States District Court for the Southern District of Indiana shall have exclusive jurisdiction and venue in the event of any litigation arising out of or pertaining to this Agreement.

**SECTION 7.11. MISCELLANEOUS.** The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Agreement. Delivery of this Agreement may be accomplished by facsimile. The relationship between the Parties shall be that of independent contractors. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture, employment relationship, or agency. Under no circumstances will the employees of one Party be deemed to be employees of the other Party by virtue of this Agreement.



IN WITNESS WHEREOF, the Department and Hospital have executed this Agreement as of the date first written above with the intent to be bound by its terms.

**DEPARTMENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

**HOSPITAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
D. Michelle Fenoughty, MD, MBA

\_\_\_\_\_  
President & CEO

## EXHIBIT A

### Scope of Services and Responsibilities

Hospital shall provide the following services constituting Annual Wellness and Fit for Duty Evaluations:

1. **Step One:** Comprehensive Orientation Sessions with Educational and Pre-Physical Assessments, including but not limited to, the following:
  - a. Orientation Sessions
  - b. Pre-Physical Lab Draws, including:
    - i. Complete Blood Count (CBC)
    - ii. Comprehensive Metabolic Panel (CMP)
    - iii. Lipid Profile
    - iv. Hemoglobin A1C
    - v. Tuberculosis Screening
    - vi. Optional Services such as: HIV screening, prostate-specific antigen (PSA), and Hepatitis B surface antibody
  - c. Health Risk Assessment (HRA) to answer lifestyle questions that impact Health, such as:
    - i. Sleep
    - ii. Nutrition
    - iii. Stress Management
    - iv. Behavioral and Mental Health Screening
2. **Step Two:** Physical and Treadmill Examinations, including but not limited the following:
  - a. Physical Examination
  - b. Vision Examination
  - c. Audiogram
  - d. Pulmonary Function Test
  - e. Urinalysis
  - f. Treadmill Test with Cardiology Services
3. **Determination of Fit-for-Duty Status and Annual Wellness Appointment Scheduling:**
  - a. At the conclusion of Steps One and Two described above, the Occupational Health Medical Director will determine Fit-for-Duty status of the individual.
  - b. Any individuals who fail the examination process will be communicated to the appropriate Department contact for next steps.
  - c. A deidentified group aggregate report will be provided with pertinent information regarding your population's health.
  - d. After completing steps one and two, Hospital will connect the individual with a provider to schedule their annual wellness appointment described in Section 4 of this Exhibit A.
4. **Annual Wellness Appointments include the following:**
  - a. Review of all results from steps one and two.
  - b. Consultation regarding lifestyle and medicine recommendations.
  - c. Annual wellness appointments will consist of the following:
    - i. Review and discuss early intervention strategies for any health conditions that may put a first responder at risk for failing future examinations.
    - ii. Promotion of a Lifestyle Medicine-First Approach to healthcare in which the use of evidence-based lifestyle therapeutic approaches are prioritized, including a

healthy eating plan, regular exercise, adequate sleep, stress management, and avoidance of risky substances.

- iii. Annual checks may be conducted onsite at your facility or another location as agreed to by Parties. Hospital prefers to schedule the first annual check within a week of completion of Steps One and Two described above.
  - d. Annual checks include consultation and advice to the individual and do not include the provision of recommended treatment(s) or plan(s). If the individual desires to pursue any of the recommended treatment(s) or plans(s) during the annual visits, it will be at the expense of the individual.
5. **Additional services and referrals:** The above represents the scope of services included in the cost of the Annual Wellness and Fit-for-Duty Evaluation provided by Hospital. In the event additional services, testing, or treatment is necessary, Hospital shall refer the individual to another provider of the individual's choice and such services will be at the expense of the individual.



**AGREEMENT**

Between

CITY OF WESTFIELD, INDIANA

and

WESTFIELD PROFESSIONAL FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4416

EFFECTIVE

January 1, 2026 – December 31, 2028

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# Agreement

This Agreement is between the City of Westfield, Indiana, (hereinafter referred to as “City”) on behalf of the Westfield Fire Department, (hereinafter referred to as “Department”) and the Westfield Professional Fire Fighters – International Association of Fire Fighters, Local 4416 (hereinafter referred to as “Association”). This Agreement arises out of the meet and confer process set out in Indiana Code (I.C.) 36-8-22. It is not and shall not be construed as a collective bargaining agreement for purposes of federal labor laws or any state labor laws except I.C. 36-8-22. All employees of the Department are included in this agreement except for employees in “upper level policymaking positions” as that term is defined by I.C. 36-8-22-2, I.C. 36-8-1-12, and other applicable law (including the Fire Chief and Deputy Chief(s)), and civilian clerical employees.

WITNESS: That to facilitate harmony and efficiency to the end that the City and the Association and the general public may mutually benefit, the City and the Association have the following understanding:

## Article I - Period of Agreement

### *Section 1 – Duration*

This Agreement shall take effect January 1, 2026 and shall continue in force and effect until 12:00 midnight, December 31, 2028. If no agreement is reached by 12:00 midnight, December 31, 2028 this Agreement shall remain in effect until a new agreement is reached. However, this Agreement shall terminate automatically 48 months after its beginning term date if no new agreement is reached, as required by I.C. 36-8-22-16. This Agreement shall remain in full force and effect, unless amended in a writing executed by both parties. Either party desiring to amend this Agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. The parties agree to begin good faith negotiations on a future Agreement no later than June of 2028. This Agreement may be opened for the purposes of discussing and changing compensation each year during the effective dates.

### *Section 2 – Complete Agreement*

This document and associated side letters executed by both parties constitute the sole and complete agreement between the parties. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City’s and Department’s direction and control.

### *Section 3 – Separability*

In the event that any provisions of this agreement are found to be inconsistent with existing State/Federal statutes or laws, the provisions of such statutes or laws shall prevail; and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties hereto agree to notify the other of any ruling in that regard.

## **Article II - Conditional Recognition**

### ***Section 1 – Recognition***

Pursuant to Indiana Code 36-8-22 and Resolution 05-11, the City recognizes the Association as the exclusive recognized representative for the fire fighters and paramedics of the City of Westfield for the purpose of meeting and conferring with respect to issues concerning wages, hours of employment, fringe benefits, and appropriate mutual concerns in the Department. The City shall not negotiate with any other employee group representing or purporting to represent fire fighters and paramedics covered by this agreement.

## **Article III - Association and City Rights and Obligations**

### ***Section 1 – Association Rights***

- a. Dues Check off. Upon receipt of voluntary, written, current, signed authorizations in such form as complies with the laws of the State of Indiana, from members of Local 4416 covered by this Agreement, the City shall deduct each pay check from the earnings of such employees, an amount representing their Association dues as indicated in the current authorization form. The City shall remit such monies, together with the appropriate records, to the Association or its designated official. The City shall not be liable to the Association for any failure to make such deductions. In the event of an overcharge already remitted to the Association, it shall be the sole responsibility of the Association to adjust the matter with the employee. The Association will indemnify the City and hold it harmless from any or all claims or liabilities, which arise under this paragraph.
- b. Bulletin Boards. The Association may place one bulletin board in each station, at the Association's expense, within normal work areas of covered employees for the purpose of posting Association notices. The Fire Chief, (hereinafter referred to as "Chief") or his designee shall have the right to remove inappropriate postings. The Chief or his designee shall meet with the Association regarding any postings the Chief or designee determined inappropriate.
- c. Non-Discrimination. Neither the City nor the Association shall make any regulation affecting the right of any employee or employees to join, or refrain from joining, the Association or other lawful employee organization; provided that the City shall retain the full right to control employees, actions, property and equipment during working hours and to control the use of the City's premises.
- d. Meetings. The Association shall be allowed to hold regular and special meetings in the fire stations and it is also agreed the Association may post meeting bulletins on the Association's bulletin boards in the stations. The Chief may limit the ability of an on-duty fire fighter from leaving his or her station to attend an Association meeting at another station.
- e. Voting. The Association and members of Local 4416 shall be allowed use of the stations to hold district and general elections of the Association.
- f. Time off for Association Business. As the exclusive recognized representative of the Department's employees, the City and the Department recognize the need to allow time off for Association activities, functions, meetings, conferences/seminars or where elected officials of the Association must be in attendance. The Chief may allow time off from duty for the President or Vice President (or Designee) to conduct Association business. In the event that the President and Vice President of the Association are unable to attend said gatherings or functions, the Association may petition the Chief to approve an alternate attendee for the Association. Association time shall be construed as time off from scheduled duty day, with pay. Time off shall be based on the understanding that the representative was on duty and not penalized in any way for the time off. The Association shall inform the Department within a reasonable time but no less than 24 hours prior to the date or time when the leave is to be taken. Time off for Association business cannot trigger minimum staffing call-in overtime for the Department unless approved by the Chief. Trading time with other Department fire fighters is allowed for this purpose. Association time leave can be denied if a suitable replacement for the representative cannot reasonably be arranged.

## ***Section 2 – City Rights***

The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Indiana and the United States, City resolution/ordinances and any modifications made thereto. Further, all rights which are ordinarily vested in and are exercised by employers except to the extent they are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of material, tools and equipment to be used, and the discontinuance of any services, material or methods of operations.
- b. To introduce new equipment, methods, machinery, duties, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- c. To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
- d. To determine and change the number, location and type of facilities and installations.
- e. To determine the size of the workforce and increase or decrease its size.
- f. To hire, assign and lay off employees, to reduce the workweek or workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday in accordance with Local, State and Federal law.
- g. To direct the workforce, assign work and determine the number of employees assigned to operations.
- h. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications consistent with the Merit System.
- i. To establish wage rates for any new or changed classifications for sworn personnel.
- j. To establish work schedules; and to, from time to time, change those work schedules.
- k. To establish work and productivity standards and to, from time to time, change those standards;
- l. To establish, maintain and revise rules and procedures for the administration of the Department in accordance with the Merit System.
- m. To discipline and discharge employees according to Merit System.
- n. To adopt, revise and enforce working rules and carry out cost and general improvement programs consistent with this Agreement.
- o. To transfer, promote and demote, (according to the Merit System), employees from one classification, division or shift to another.
- p. To select employees for upper level policy making positions and to determine the qualifications and competency of employees to perform those duties.
- q. To take all actions described in I.C. 36-8-22-10 (existing rights of employers), as may be amended from time to time.
- r. Layoffs shall be in compliance with all state and federal laws. Layoffs due to economic needs shall follow applicable law and a policy based on seniority starting with the lowest level to the highest.

### ***Section 3 – No Work Stoppage or Lockouts***

As the services performed by the employees covered by this Agreement are essential to the administration of the Department and to the welfare of the public dependent thereon, the Association agrees that in no event whatsoever, during the term of this Agreement will the Association or any of the employees covered by this Agreement, initiate, authorize, sanction, encourage, support or engage in any strike, slowdown, concerted job action, work stoppage, “sick-out” or cease the continuous performance of their duties. The City and Department agree that no lockout shall take place during the term of this Agreement.

The Association acknowledges that any conduct, which violates this section, threatens irreparable harm to the public. The Association shall have no liability for unauthorized activity by employees in violation of this section subject to the Agreement of the Association to immediately make a vigorous and bona fide effort to end all such activity in the event of a documented violation of this section, including, but not limited to, written notification to each offending employee that his/her activity is unprotected and is not authorized, supported or ratified by the Association.

The parties recognize the right of the Department and the Westfield Fire Department Merit Commission, (hereinafter referred to as “Commission”) to take such disciplinary action as the Department and the Commission in their sole discretion deem appropriate, including discharge, against any firefighter(s) and/or paramedic(s) who participate(s) in a violation of Article III, Section 3, whether such action is taken against all of the participants or against only certain participants.

## **Article IV - Miscellaneous**

### ***Section 1 – Safety***

- a. The Department shall make reasonable provisions for the safety and health of its employees during the hours of employment in compliance with applicable laws. The Department shall provide on-the-job training for the operation and care of equipment. In this regard, the Association and employees realize that they have joint responsibility to cooperate in maintaining safe practices in the Department.
- b. The Department shall maintain and keep in effect through the term of this Agreement, a safety committee for reviewing Department accidents, injuries, job-related safety complaints, protective gear, and equipment or any other safety related area of concern. The Association shall have a position on the committee. The Chief shall maintain current policy of working with the Department Health Safety Committee to establish and maintain policies.
- c. It is the responsibility of the employees to operate vehicles, machinery, and equipment in a safe manner. The Department may summarily discipline, or prohibit an employee from operating such machinery if an officer or acting officer, reasonably believes the employee is operating in an unsafe manner.
- d. All accidents, regardless of the severity, must be reported to the employee's supervisor immediately for attention per Department policies.

### ***Section 2 – Labor/Management***

When referred to in this Agreement, Labor/Management will consist of the following people or their designees: Chief, Association President, and Association Vice-President.

### ***Section 3 – Labor/Management Meetings***

There shall be established Labor/Management meetings to be held on an as needed basis between the Chief, or designee, and the President of the Association, or designee. The purpose of these meetings is to identify potential labor/management problems and find equitable solutions to these problems. Meeting dates and times shall be determined between both parties involved. The Association may request through the Chief an emergency/urgent meeting with the time/location agreed upon by both parties.

### ***Section 4 – Staffing***

The Department and Chief shall make its best efforts to meet all applicable safety considerations, the needs of the Department, and concerns of the Association when implementing staffing levels. The Department agrees to notify the Association in advance of any change in current policy for daily minimum staffing.

### ***Section 5 – Fitness Facility***

The Department shall provide facilities and equipment to allow employees to maintain physical fitness at each station. Decisions related to the location of the fitness facilities, the type of and replacement of fitness equipment are within the sole discretion of the Department.

## ***Section 6 – Overtime Policy and Hours of Work***

- a. All employees covered under this Agreement who are not shift personnel and assigned a 40 hour work week schedule shall receive one and one-half (1½) their regular rate of pay or compensatory time at a rate of one and one-half (1½) for all hours worked in excess of 40 hours per 7 day work cycle.
- b. The fifty-six (56) hour workweek for shift personnel shall be recognized as twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. Shift start time will be 0700 hours for the standard (56) hour workweek.
- c. Alternative workweek configurations may be adopted by the Department in any operation subject to the following conditions:
  1. A minimum of thirty days prior notice to the Association and to affected employees will be provided, except in cases to fill vacancies and staff alternative deployment models.
  2. Alternative workweek shall not lower an employee's normal bi-weekly pay. Employees will still receive the same pay as if they were on a normal work schedule. Additional overtime worked shall be paid as required by this agreement.
  3. In the absence of members requesting assignment to an alternative deployment model, assignments will be made according to reverse seniority in classification, provided that probationary employees will not be assigned to an alternative deployment model unless they have completed all probationary benchmarks.
  4. In no case will the Department pay for holdovers or travel that result from trade time.
  5. An SOG will be developed to deal with paid time off and relief shift procedures as agreed between the Department and the Association. This SOG will be deemed to cover all procedures for filling vacancies consistent with maximum utilization of available personnel. (Tele-staff)
  6. In the event of tornado, terrorist attack, or catastrophic event (excluding those situations where Department personnel costs are covered by the State's Conflagration Act) within the boundaries of the City of Westfield, the work schedule may be temporarily adjusted by the Fire Chief.
- d. Overtime shall be paid as required by the provisions of the Fair Labor Standards Act (FLSA).
- e. Hours worked outside the normal hours or normal work responsibilities will be covered by Department policy.
- f. The following benefit time shall be counted as hours worked for overtime purposes: vacation, bereavement, jury duty, workers compensation, association time, and approved leave for education if it is on duty time, sick time, military time and comp time.

## ***Section 7 – Bid System***

The current policy and procedure for the Bid System shall remain in effect throughout the term of this Agreement. Any change to the Bid System will be developed through the Labor/Management process.

## ***Section 8 – Non-Scheduled Hours***

- a. When employees covered under this Agreement work on non-scheduled days, then the firefighter/paramedic shall be compensated for the hours work at one and one-half (1½) his/her regular hourly rate of pay. Firefighters and paramedics will be compensated a minimum of three (3) hours when called in to return to the workplace and for all hours worked beyond three (3) hours.
- b. Overtime shall be paid as required by the minimum provisions of the Fair Labor Standards Act (FLSA) including additional provisions of this Agreement.

### ***Section 9 – Minimums Only***

This Agreement sets out the minimum wages and benefits only. The City/Department may grant greater benefits to individuals or the membership in general.

### ***Section 10 – Fitness Requirement***

See Department policy. The Labor-Management process will be used to make any changes to the policy.

### ***Section 11 – Representation***

A sworn member of the Department (hereafter referred to as “Member”) that is the subject of a formal investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the Member to obtain counsel.

- a. "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of a Member is intended to gather evidence of misconduct, which may be the basis for filing charges seeking his or her demotion, termination, or unpaid suspension from duty in excess of 24 duty hours.
- b. "Interrogation" means the questioning of a Member pursuant to an investigation initiated by the Department in connection with an alleged violation of Department rules, which may be the basis for filing charges seeking his or her suspension, demotion, or termination. The term does not include questioning as part of an informal inquiry as to allegations of misconduct relating to minor infractions of agency rules which may be noted on the Member’s record but which may not in themselves result in demotion, termination, or unpaid suspension from duty in excess of 24 duty hours.

### ***Section 12- Merit***

The City agrees to follow merit law as set forth in Indiana Code and Ordinance 05-32. For the position of “Engineer” the City agrees to treat the position as merit rank for the purposes of promotion and demotion.

## **Article V - Non-Discrimination**

### ***Section 1 – General Application***

The provision of this Agreement shall be applied equally to all employees without discrimination as to age, sex, race, color, disability, national origin, sexual orientation, or religion, except where specific age, sex or physical requirements constitute a bona fide occupational qualification, necessary to the proper and efficient administration of the Department or as provided by law. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

## **Article VI - Terms and Conditions of Agreement**

### ***Section 1***

This Agreement between the parties constitutes a three (3) year settlement for the calendar year based upon the following assumptions:

- a. That the appropriate tax levies are set by the appropriate authorities;
- b. That the City's Common Council appropriates sufficient funds and takes all necessary actions and the Department receives the necessary revenues.

### ***Section 2***

In the event that any of the above conditions do not occur, then it is specifically understood and agreed by the parties that the City shall inform the Association in writing and shall, as soon as practicable, begin new negotiations.

## Article VII – Compensation

### *Section 1 – Salary for year 2026*

Base salaries including scheduled overtime

Division Chief	145,600
Battalion Chief Admin	139,230
Deputy Fire Marshall	139,230
Battalion Chief	131,950
Captain	118,300
Shift Training Officer	118,300
Field Resource Paramedic	118,300
Lieutenant	109,200
Engineer	98,280
Paramedic	94,640
Senior FF/ First Class	91,000
Second Class FF	82,810
Third Class FF	80,080
Probationary FF	77,350

**Section 2 – Technical Pay and Acting In Capacity**

Technical positions and acting in capacity are identified by the authority of the Fire Chief and may require specific certification, training, or qualifications in order to receive the corresponding pay. Field Training Officer (FTO) is paid to members who have Department FTO certification and only during the months when assigned a recruit/probationary member. Members shall receive pay for Firefighter Paramedic and Acting in Capacity if they meet qualifications and fulfil those duties for the Department. Members, as determined by the Fire Chief, will receive annual technical pay listed below for duties performed for the following positions:

**Position**

Fire Mechanic	\$2,000	Auto Tech	\$2,000
Hazmat Coordinator	\$2,000	Multi-lingual	\$1,000
Spec Committee	\$2,000	Investigator	\$1,500
Field Training Officer	\$100/month	SCBA Tech	\$2,000
Technical Rescue Coordinator	\$2,000	Public Information Officer	\$1,500
Water Rescue Coordinator	\$2,000		
<b>Acting In Capacity:</b>			
FF to Co. Officer	8hr-12hr=\$24 +12hr=\$48	Co. Officer to BC	8hr-12hr \$56 +12hr \$80
Ambulance Seat	8hr-12hr \$12 +12hr \$24	FF to Engineer	8hr-12hr=\$5 +12hr=\$10
FF Paramedic	10% of Senior FF	LT to STO	8hr-12hr=\$24 +12hr=\$48
Paramedic (non Capt) to EDO	8hr-12hr=\$24 +12hr=\$48		

**Section 3 – Longevity**

Longevity pay begins at year 1 of service and maxes out at 25 years of service

2026 Longevity 0.75% of First Class Firefighter = \$682.50 per year of service

2027 Longevity 1.0% of First Class Firefighter = \$910.00 per year of service

2028 Longevity 1.25% of First Class Firefighter = \$1,137.50 per year of service

**Section 4 – Pension Contribution**

**1977 Police and Firefighters Pension and Disability Fund**

All sworn firefighters covered under this Agreement shall be members of the Fund and the City shall meet all obligations as required under statute. The City agrees to pay 1% of 77 fund members employee contribution

**Indiana Public Retirement System (INPRS)**

All regular full-time civilian employees covered under this Agreement shall participate in the INPRS. The City shall contribute the employee and employer portion to this retirement plan for all eligible employees. The City shall fulfill the required contribution of the paramedic’s and civilian fire employee’s base pay into the INPRS account.

***Section 5 – Quartermaster***

All uniforms and personal protective equipment required of employees covered under this Agreement in the performance of their duties shall be furnished without cost to the employees by the Department and maintained in good, safe condition.

***Section 6 – Pension Base***

The calculated pension base shall consist of the annual First Class Firefighter base pay, including all contractually scheduled hours, plus maximum longevity.

2026 Pension Base = \$108,062.50 (First Class Firefighter base pay + 164 hours OT rate + maximum longevity)

2027 Pension Base = \$113,750.00(First Class Firefighter base pay + 164 hours OT rate + maximum longevity)

2028 Pension Base = \$119,437.50(First Class Firefighter base pay + 164 hours OT rate + maximum longevity)

***Section 7 – Anniversary Dates***

Members covered under this Agreement shall receive their longevity and promotional increases on anniversary dates. (Probationary to Third class, Third class to second class, etc...)

**Article VIII - Fringe Benefits**

***Section 1 – Health Insurance***

The City agrees to use its best efforts to maintain the current health, dental, prescription and vision insurance plans for employees. If the cost of any such plan should be increased or become non-competitive during

the term of this Agreement, or if the carrier should add or impose objectionable terms and conditions to its plan during the term of the Agreement, the City shall be entitled to cancel such plan and to select a different plan which provides employees and retirees reasonably equivalent benefits and coverage.

The City shall offer Health Savings Accounts for members covered under this Agreement including spouse and dependents. The City shall contribute \$1,000 for single and \$3,000 for dependent/family plans. Contributions shall be made in January and July. The July contribution is only made if the Know Your Numbers Program has been completed by the appropriate deadline or if the Fire physical has been completed by the appropriate deadline for the given year. This requirement must be met for employee and spouses that are on the medical plan.

### **Elective Additional Insurance**

Additional insurance coverage is available from AFLAC at the employee's expense through payroll deductions for those that elect additional medical coverage. Please see the City's Human Resources Manager.

## ***Section 2 – Retiree Insurance***

Medical, dental, and vision insurance is available to retired employees (and if elected, their participating spouse and/or dependents) of the City only under the following conditions:

- The retiree pays 100% of the premium.
- Sworn firefighters shall be eligible when vested in the 1977 Police Officers and Firefighters Pension and Disability Fund or are determined disabled by the Fund.
- Civilian employee retirees must have a combination of years of service with the City and age that equals at least 70 years.
  - Examples: (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.)
- Employees must have a combination of years of service as described above or be disabled to be eligible for PERF disability if the employee has not reached age 65.
- Civilian employees must have completed a minimum of five (5) continuous years of coverage under the City's medical, dental or vision insurance plan immediately prior to retiring.

Retired members may elect to continue participation with the Employee Healthcare Clinic. Eligibility to access terminating when the member reaches Medicare age eligibility. Retired members shall have access to all services the clinic provides active employees and shall pay an amount monthly as determined by the City.

## ***Section 3 – Post Employment Health Plan***

Members covered under this Agreement participate in the Post Employment Health Plan (PEHP). The PEHP is a Voluntary Employee Beneficiary Association (VEBA) governed by section 501(c)(9) of the Internal Revenue Code.

Individual accounts are established for each participant in the PEHP. The City contributes to employees' accounts according to the following terms.

The City shall make an annual contribution into each employee's PEHP account based on the value of two percent (2%) of the pension base. This contribution shall be made in two installments prior to the first pay in January and the first pay in June.

Each January, the 2% contribution will be calculated by taking the pension base currently in effect and multiplying it by 0.02. The product of that calculation will then be divided by two and that amount will be paid at the times indicated above. "Appendix A" of this Agreement provides a hypothetical illustration of the manner by which the City's contributions to PEHP will be made.

Upon separation by reason of retirement or layoff (as outlined above), employees participating in the PEHP and their dependents will have the option to purchase health care coverage from the City employees' plan, including use of the City employee health clinic and pharmacy.

The PEHP will remain the VEBA for the length of this Agreement unless mutually agreed to by the City and the Association.

#### ***Section 4 – Life Insurance***

The City shall provide, at no cost to the employee, \$25,000 in life insurance and \$25,000 in accidental death insurance for each employee. This shall remain in force throughout this Agreement.

#### ***Section 5 – Holidays***

Holidays for those members covered under this Agreement working a 40-hour workweek shall be determined by the City's Board of Public Works and Safety.

#### ***Section 6 – Annual Physical***

The Department shall continue its practice of providing annual physicals to each firefighter and paramedic at no cost to the firefighter. No changes in the make-up of this physical shall be made without 30 days prior notice to the Association. In the event that changes to specific tests and/or components of the medical examination are needed, the Department will meet with the Association to discuss and receive input on proposed changes. The Department shall allow firefighters on duty to take annual physicals provided such examinations are scheduled through procedures established by the Department. The specific test and components of the medical examination shall be consistent with those determined by labor/management.

The parties have formed a joint labor/management committee to develop a minimum fitness requirement policy using an outside vendor agreed upon for the program design and validation process. Labor and management have formally adopted the Work Performance Evaluation (WPE). WPE shall be Department policy as determined by the labor/management process. The WPE contracted vendor and the Department physician shall oversee policy unless agreed upon by both parties.

#### ***Section 7 – Trading Duty Time***

The Department will allow employees to trade work time so long as:

- a. The person working the trade time is qualified to perform the duties of the position with approval from the Battalion Chief
- b. The person who will be absent gives reasonable prior notice to the Battalion Chief and Company Officers involved.
- c. The practice of trade time does not affect an employee's training requirements or ability to do work assigned to his position.
- d. The trade time is not utilized for the purpose of acquiring overtime on the employees own shift.
- e. Trade time is not utilized so as to result in an employee being paid for more than 24 hours in a 24-hour period

- f. Time worked in trade for another person will not constitute “time worked” for purposes the FSLA or Indiana Law so long as the request to trade time originates with an employee, not the employer.
- g. If trade time replacement fails to report to work or provide relief, the originally scheduled employee’s leave time accruals will be charged for the dollar equivalence of wages paid by the employer to the person called back. If a trade replacement is unable to work because of illness or injury or for any other reason, the replacement employee may choose to have his or her personal or vacation leave accruals charged on an hour for hour basis for the person called back. If the replacement employee is ill or is injured and has no personal or vacation leave accruals, he or she may utilize his or her sick leave accruals on an hour for hour basis for the person called back.

***Section 8 – Worker’s Compensation***

**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.

The employee has the responsibility of reporting any accident or injury that 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 Manager 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

**On-The-Job Injury**

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. No employee may receive both their normal rate of pay and workers compensation or INPRS disability benefits for the same time period. If the employee is paid his/her normal rate of pay and subsequently receives workers comp or INPRS benefits for the same time period, he/she 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 on the next business day by hand delivery or U.S. Postal Service certified mail. 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 shall file a report of the incident with the supervisor at the time of the incident or before leaving assigned shift. 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 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 Manager for processing.

***Section 9 – Benefits Continuation (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. Former participants need to complete an election form to secure this extended insurance coverage.

### ***Section 10 – Deferred Compensation***

Employees covered under this Agreement shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457 and elect for voluntary contributions from their payroll be deposited into a specified IRS 457 program. A company with an established program shall administer the deferred compensation program. It is understood the City will make available the IAFF Financial Corporation 457 Plan and a plan of the City's choosing as options for members covered under this Agreement to voluntarily participate and make contributions. Each member may select only one deferred compensation plan offered by the City at any one time.

- a. The City agrees to contribute 13% of base pay into a deferred compensation IRS 457 plan account on behalf of civilian paramedics and civilian fire employees covered under this Agreement. Paramedics and civilian fire employees are not required to contribute to an IRS 457 account in order to receive this benefit.
  
- b. The City agrees to contribute \$750 annually on behalf of members covered under this Agreement that are full time sworn members of the Department, participate in the 1977 Police and Firefighters Pension and Disability Fund, and actively participate in a 457 plan offered by the City (see above, Section 10). The annual contribution shall be deposited in January.

### ***Section 11 – Employee Assistance Program***

The City, Department, and the Association recognize that an employee or members of an employee's family can develop personal problems, not directly associated with the employee's job functions that may adversely affect the employee's job performance and efficiency. These problems may be successfully resolved provided they are identified early and referral is made to the appropriate care and treatment facility. Such problems may involve substance dependency, including alcohol, tobacco, drugs or chemicals; mental or emotional distress; marital or family problems; financial or legal problems.

The Department and Association support an Employee Assistance Program to aid in identifying such problems and to provide appropriate referral to a resource able to successfully treat the identified problem. In accordance with the terms and conditions of the Agreement between the parties concerning an EAP, the City agrees to continue to provide, at no expense to the employee, an anonymous EAP.

### ***Section 12 – Education, Seminars, Conferences, Meetings***

#### **Attending Seminars, Conferences, and Meetings**

The City requires prior approval for all attendance at any training/educational seminars, conferences, or workshops. Employees will be compensated for regularly scheduled duty days per the terms and conditions of the Agreement.

#### **Travel and Expense Reimbursement**

The City endeavors 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. See Department policy for specific information.

### **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. See Department policy for specific information.

#### **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. See Department policy for specific information.

### **University & Technical Schools Educational Programs**

The Department Head may consider for approval, on a case-by-case basis, requests for tuition assistance for specific university or technical school classes and preparatory courses that are directly work related. See Department policy for specific information.

## ***Section 13 – Perfect Attendance Incentive***

Members covered under this Agreement that do not use accrued sick leave in a calendar quarter shall be credited \$175 per quarter, held in reserve and paid as compensation at the end of the calendar year. Members that have maximum accrued sick leave (480 hours for 24 hour personnel or 20 shifts/work days or 320 hours for 8 hour personnel) may choose to convert accrued balance of sick leave, not to exceed four shifts/work days, to compensation equaling \$175 per shift/work day, at the end of each calendar year. Upon a member's separation from employment, the City agrees to compensate the member \$350 for each shift/work day remaining in the member's balance of accrued sick leave, not to exceed 20 shifts/work days.

## ***Section 14 – Long Term Disability***

The City agrees to provide a Long Term Disability policy for members covered under this Agreement that are unable to, per the Department physician, fulfil the essential functions of their job due to a non-occupational injury or illness. See Department SOG 105.03.

## ***Section 15 – Removal of Social Security Deduction***

The City of Westfield agrees to remove those members covered under this agreement and enrolled in the 1977 Police Officers and Firefighters Retirement Fund from the obligation of paying in Social Security. This change shall be reflected as follows:

1. The City shall contribute 6.2% of the employees' wages (former employer contribution to Social Security) to a qualified and approved 401a fund on the employees behalf on a per pay basis.
2. In addition the employees' Social Security contribution of 6.2% shall no longer be deducted from the employees' payroll.

This benefit shall take effect on January 1, 2025 and will continue through the terms of this agreement.

**Section 16 - Parental Leave**

24 hour personnel will receive up to 5 shifts for parental leave. Refer to City policy 7.08A for eligibility.

**Section 17 Paid Time Off (PTO)**

The shift Battalion Chief shall approve all PTO. All 24-hour personnel must be scheduled by January 1<sup>st</sup> of the vacation year. Battalion Chiefs must ensure all engines are staff with a minimum of 3 fire personnel, all ladders are staffed with a minimum of 4 fire personnel and ambulances are staffed with a minimum of 2 personnel (one of the 2 being a certified paramedic) per ambulance, after vacations are scheduled. Shall any changes occur, there must be a meeting with labor and management to obtain a mutual agreement on staffing levels.

**PTO Accrual**

Fire Personnel with the following hire dates shall be eligible for the following number of PTO days to be used during their first full calendar year of employment beginning January 1st:

Hire Date	8-Hour Personnel PTO Eligibility (in Hours)	12- Hour Personnel PTO Eligibility (in Hours)	24-Hour Personnel Days of PTO Eligibility
January 1 – June 30	80	84	6
July 1 – August 31	40	48	3
September 1 – December 31	0	0	0

**Leave (Unpaid)**

All regular full-time employees may request an additional ten (10) days of PTO 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 PTO both carried over from the prior year plus the current year's PTO. 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.

**PTO Days received annually after the first year**

24 Hour		8 Hour	
Years	Days	Years	Hours
2 <sup>nd</sup> – 3 <sup>rd</sup>	11	2 <sup>nd</sup> – 3 <sup>rd</sup>	120
4 <sup>th</sup> – 7 <sup>th</sup>	14	4 <sup>th</sup> – 7 <sup>th</sup>	160
8 <sup>th</sup> – 14 <sup>th</sup>	17	8 <sup>th</sup> – 14 <sup>th</sup>	200

15 <sup>th</sup> – 21 <sup>st</sup>	20	15 <sup>th</sup> – 21 <sup>st</sup>	240
22 <sup>nd</sup> - plus	23	22 <sup>nd</sup> - plus	280

## Article X - Grievance Procedure

### *Section 1 - Grievance*

- a. Definition - A grievance is a good faith complaint, dispute or controversy in which it is claimed:
  1. That either party has failed in an obligation under this Agreement, and;
  2. Involves the meaning, interpretation or application of this Agreement.
- b. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Should the City and/or Department fail to comply with the time limits herein, the Association may appeal immediately to the next step. Should the Association fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.
- c. The Westfield Fire Department Merit Commission (hereinafter "Merit Commission") has the authority to determine if a claim is made in bad faith. If the Merit commission determines a claim: 1) does not have merit, and; 2) was not made in good faith, it may order the grievant or the Association (if the Association supported the grievance) to reimburse the City for attorneys or cost of defending a claim up to \$500.00.
- d. The word "day" shall mean calendar day, excluding Saturdays, Sundays and legal holidays, for the purpose of this Article.
- e. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Association:

Step 1: A grievance may be presented orally or in writing to the Association President (or his/her designee) within ten (10) working days of occurrence or within ten (10) days after it became known to the employee. The President or designee will attempt to settle the matter informally within three (3) days of being presented the grievance. If the matter is not settled in that time, the matter will be referred to Local 4416's Grievance Committee to determine if the grievance has merit. The matter must be heard by the Grievance Committee no later than ten (10) days after the grievance was submitted to the Association President.

Step 2: If the Grievance Committee determines the grievance has merit and is made in good faith, the matter will proceed to Step 3 of this procedure with the support of the Association. If the Grievance Committee, after a hearing with the grievant, determines the grievance does not have merit or is not made in good faith, the grievant may appeal to the Local 4416 internal policy or he/she may take the grievance to Step 3 of this procedure without the support of the Association.

Step 3: The Association and/or aggrieved firefighter shall reduce the grievance to writing. The written grievance must be presented to the Chief within five (5) working days after the hearing before the Association's Grievance Committee. The Chief shall reply in writing within ten (10) working days after receipt of the written grievance.

Step 4: If the grievance is not settled at Step 3, the Association and/or aggrieved firefighter may appeal in writing to the Merit Commission within ten (10) days after receipt of the Chief's written reply in Step 3. The Merit Commission may hold the hearing at its next regularly scheduled meeting or schedule a meeting specifically to hear the grievance. However, unless all parties agree otherwise, the hearing must take place no later than thirty (30) days after receipt of the appeal and must give at least six (6) days' notice of the time and place of the hearing.

- f. Westfield Fire Department Merit Commission's Jurisdiction: The Merit Commission shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. It shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.
- g. Effect of Merit Commission's Decision: The decision of the Merit Commission shall be in writing and binding on both parties. Either party may appeal the decision of the Merit Commission in civil court. The City shall be named as the sole defendant.
- h. The parties agree that neither party will bring any civil action against the Merit Commission or any of its individual members in connection with its obligations under this Agreement.

## Article XI – Drug & 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-free workplace program that balances our respect for individuals with the need to maintain an alcohol- and drug-free environment. This policy applies to all sworn police and fire personnel employed by the City.

- A. The City shall 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 at any City site or property owned by the City, at any assigned workplace, and while on duty or in the performance of duties for the City.
  
- B. 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 his/her 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 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.
  
- C. The City may conduct drug and/or alcohol testing under any of the following circumstances:
  - i. **PRE-EMPLOYMENT:** The City will conduct pre-employment drug testing for those employees who will hold safety-sensitive positions or operate heavy equipment. An employment offer will be withdrawn if an applicant fails the drug test.
  - ii. **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.
  - iii. **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury, under circumstances that suggest possible use or influence of drugs or alcohol, will be required to have a post-accident testing. Employees driving department vehicles will be required to submit to substance abuse and/or alcohol testing for reasonable suspicion or if the accident results in the following outcomes:
    - 1. Fatality
    - 2. Bodily injury to a person that receives medical treatment away from the scene of the incident.
    - 3. One or more vehicles receive damage significant enough to be towed from the scene.
  - iv. **RANDOM TESTING:** City employees may be subject to randomized testing according to Section I of this policy.
  
- D. Nothing in this policy prohibits an employee from being disciplined or discharged for other violations and/or performance problems.

- E. Testing for the presence of alcohol will be conducted by analysis of breath and testing for the presence of illegal drugs will be conducted by the analysis of an oral mouth swab and/or of urine. The City reserves the right to utilize blood testing when appropriate.
- F. All information received by the City through the drug-free workplace program is confidential. Access to this information is limited to those who have a legitimate need to know in compliance with the law.
- G. The following actions may be taken by the City if an employee has a confirmed positive test:
  - i. Discipline up to and including termination;
  - ii. Treatment; and/or
  - iii. Referral to Employee Assistance Program (EAP)
- H. **Testing Procedures:** Any drug or alcohol test given to an employee will be in accordance with the following procedures:
  - i. Employees required to undergo drug or alcohol testing will generally be tested during their regular work period. In certain situations, including but not limited to incidents occurring at or near the end of a shift or for accidents with those that have a take-home vehicle, testing may occur outside of normal working hours to ensure prompt compliance with this policy and the integrity of the testing process.
  - ii. The City shall pay costs associated with the test.
  - iii. The City shall provide transportation for the employee if the test is conducted at a location other than the workplace.
  - iv. The time an employee is engaged in a testing procedure shall be considered work time for purposes of compensation and benefits.
  - v. Any test shall be conducted with regard to the privacy of the individual and in a manner reasonably calculated to prevent substitution or interference with the collection of a reliable sample.
  - vi. Any sample will be labeled in a manner that reasonably prevents the possibility of mistaken identification.
  - vii. **Substances:**
    - 1. An analysis by scientifically accepted procedures of blood, urine, oral mouth swab and/or breath to determine the presence of chemical by-products or drugs ingested or used by a person. Chemical presence is determined by certified laboratory results or by a Medical Review Officer or another qualified medical officer. Testing shall only be used to determine the presence of illegal drugs and unauthorized use of prescription drugs.
  - viii. **Testing for Drugs:**
    - 1. The standard test required by this policy and chain of custody procedures as directed by widely recognized standards of substance abuse, mental health, and occupational health service professionals will be followed. Copies of these guidelines will be kept on file in the City personnel office and will be made available to members upon request.
    - 2. All positive results will be confirmed by an alternate test of the sample. Test results must be interpreted by a Certified Medical Review Officer (MRO).
    - 3. After testing employees will be given an opportunity to explain a positive test result for drugs to the MRO.
    - 4. Testing will take place during the employee's scheduled work period only. If an employee is absent on the scheduled day for random testing they will not be subject to testing for that period.

5. Positive tests results will only be shared with appropriate administration and the person tested.
- ix. **Testing for Alcohol:**
1. For alcohol screening employees will be tested using a certified and appropriately calibrated breathalyzer.
  2. Employees with a positive alcohol test will be given a confirmation test after a 15-minute waiting period.
  3. A positive alcohol test shall consist of .01% BAC by weight or greater, as confirmed by a certified breathalyzer. A negative alcohol test may be required for the employee to return to duty.
  4. Positive test results will only be shared with appropriate administration and the person tested.

I. **Random Testing**

- i. The primary purposes of random testing are to deter prohibited drug and alcohol use and to ensure a drug-free workplace. The City will require that all safety-sensitive positions within police and fire be subject to drug and alcohol testing on an unannounced and random basis. All random testing will be spread over each calendar year.
- ii. The individuals covered by this policy shall be placed in a selection pool. Employees shall always remain in the common selection pool, regardless of whether they have been previously selected for testing.
- iii. Employees will be selected for random testing by anonymous, objective selection criteria. All covered employees will have an equal chance of being selected.
- iv. Random drug and alcohol testing will be conducted on different days of the week throughout the annual cycle to prevent employees from matching their drug and alcohol use patterns to the schedule for collection.
- v. No advance notice will be given for random tests. Employees will be notified that they have been selected for testing after they have reported for duty on the day of collection.
- vi. Random drug and alcohol testing will be administered by the HR Director, deputy chief of operations, or other appropriate City personnel. They will contact the individual on duty with instructions for reporting.
- vii. Personnel shall be advised not to have anything to eat or drink (including chewing gum) for at least 10 minutes prior to the screening.
- viii. If any portion of the drug or alcohol screening shows a positive result the employee will be transported to an approved facility for definitive drug and/or alcohol testing.
- ix. Random testing shall be done by utilizing an “Instacube” 7 Panel saliva drug test with Alcohol.
  1. The Instacube test shall be administered per manufacturer’s instructions.
  2. If a positive screening is seen on the Instacube, the employee with the positive screening shall be immediately relieved of duty and taken to a Department approved facility for a confirmation urinalysis and/or breathalyzer.

J. **Employee Assistance Program/Rehabilitation Program**

Mandated department referral to EAP or drug and alcohol rehabilitation program may result from any positive drug or alcohol test. Mandated referral is not a disciplinary process but a method to get the member professional help and ensure public safety and wellness.

K. **Employee Rights**

- i. Pursuant to this policy, any employee subject to testing is entitled, upon written request, to obtain copies of any records pertaining to that employee’s use of drugs or alcohol including records pertaining to their tests.

- ii. The City will only make these testing records available to an employee's subsequent employer or to another specifically identified person upon receipt of a signed release from the employee.

**Approved and Signed**

APPROVED and signed by the Mayor of the City of Westfield, Hamilton County, Indiana, this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

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Scott Willis, Mayor  
City of Westfield, Indiana

ATTEST:

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Patrick Tamm, Council President  
City of Westfield, Indiana

## **Exclusive Recognized Representatives**

Exclusive Recognized Representatives for the  
Members of the Westfield Fire Department  
Pursuant to Indiana Code 36-8-22-3

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Jim Butts, President  
Hamilton County Professional Fire Fighters  
IAFF Local 4416

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Ryan Herron, District Vice President  
Westfield District, IAFF Local 4416

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Steve Miller, District Trustee  
Westfield District, IAFF Local 4416

## Appendix A – Hypothetical Illustration of City PEHP Contributions

### 2% Annual Calculation of PEHP from Pension Base

Year	Annual Raise	Pension Base	2% of Pension Base	Employer Annual Contribution
1	2%	\$65,609.32	2%	\$1,312.19
2	2%	\$66,921.51	2%	\$1,338.43
3	2%	\$68,259.94	2%	\$1,365.20
4	2%	\$69,625.14	2%	\$1,392.50
5	2%	\$71,017.64	2%	\$1,420.35
6	2%	\$72,437.99	2%	\$1,448.76
7	2%	\$73,886.75	2%	\$1,477.74
8	2%	\$75,364.49	2%	\$1,507.29
9	2%	\$76,871.78	2%	\$1,537.44
10	2%	\$78,409.21	2%	\$1,568.18
11	2%	\$79,977.39	2%	\$1,599.55
12	2%	\$81,576.94	2%	\$1,631.54
13	2%	\$83,208.48	2%	\$1,664.17
14	2%	\$84,872.65	2%	\$1,697.45
15	2%	\$86,570.10	2%	\$1,731.40
16	2%	\$88,301.51	2%	\$1,766.03
17	2%	\$90,067.54	2%	\$1,801.35
18	2%	\$91,868.89	2%	\$1,837.38
19	2%	\$93,706.27	2%	\$1,874.13
20	2%	\$95,580.39	2%	\$1,911.61
21	2%	\$97,492.00	2%	\$1,949.84
22	2%	\$99,441.84	2%	\$1,988.84
23	2%	\$101,430.67	2%	\$2,028.61
24	2%	\$103,459.29	2%	\$2,069.19
25	2%	\$105,528.47	2%	\$2,110.57
26	2%	\$107,639.04	2%	\$2,152.78
27	2%	\$109,791.82	2%	\$2,195.84
28	2%	\$111,987.66	2%	\$2,239.75
29	2%	\$114,227.41	2%	\$2,284.55
30	2%	\$116,511.96	2%	\$2,330.24
31	2%	\$118,842.20	2%	\$2,376.84
32	2%	\$121,219.05	2%	\$2,424.38

NOTE: the 2% annual increases are for the purpose of illustrating the manner by which PEHP contributions will be calculated. In no way does this chart indicate the parties' agreement to such wage increases.

## ***SERVICE AGREEMENT***

This Service Agreement (“Agreement”) is made effective as of December 1<sup>st</sup>, 2025, by and between the City of Westfield, an Indiana municipality, with principal offices at 2728 E. 171<sup>st</sup> Street, Westfield, Indiana, 46032 and Bridge Builder Strategies LLC, an Indiana limited liability company, having its principal place of business at 6235 Carrollton Avenue, Indianapolis, Indiana 46220.

In this Agreement, the party who is contracting to receive services shall be referred to as "the City", and the party who will be providing the services shall be referred to as "BBS".

BBS has experience helping government improve their efficiency and effectiveness and achieve maximum impact using their proprietary processes.

The City desires to have services provided by BBS. Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on December 1<sup>st</sup>, 2025, BBS will provide the following services (collectively, the "Services"):

Westfield World-Class 2.0 strengthens operational alignment and scalability through four key initiatives. Citywide training and implementation will embed Phase 1 tools into daily operations, fostering consistent adoption. Workforce planning evolves to predictive analytics, enabling proactive staffing and capacity decisions. KPI dashboards will unify performance measurement across employees, departments, and citywide objectives, integrated into NEOGov. Document systems will be modernized with standardized structures and workflow automation to improve efficiency and compliance. Together, these efforts create a sustainable, data-driven foundation for Westfield’s future.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by BBS shall be determined by BBS. The City will rely on BBS to work as many hours as may be reasonably necessary to fulfill BBS's obligations under this Agreement. Notwithstanding the foregoing, the parties agree that the Services shall be performed in accordance with Exhibit “A”.

**3. PAYMENT.** The City will pay a total fee of \$313,125.25 due to BBS for the Services over an eleven-month period in 2026. This will be paid in installments of \$28,465.57 per month beginning January 1<sup>st</sup> with the last invoice sent on November 1<sup>st</sup>. This fee shall be billed on the 1<sup>st</sup> day of the month following the period during which the Services were performed with payment due by the City within forty-five (45) days of invoice receipt.

Payment will be made by check to Bridge Builders Strategies LLC.

**4. EXPENSE REIMBURSEMENT.** BBS will be entitled to reimbursement for travel-related expenses in accordance with the City’s travel policy.

**5. NEW PROJECT APPROVAL.** BBS and the City recognize that BBS's services may be desired on projects outside of the scope of this Agreement. Should the City identify such projects BBS will provide estimates for the cost of that work for the City's consideration. No additional work will be performed, or billed for, without written confirmation and approval by the City.

**6. TERM and TERMINATION.** This Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term") and may be renewed upon terms and conditions approved by the City in writing.

Performance will be reviewed after 90 and 180 days. Should performance be unsatisfactory, BBS will be given the opportunity to remedy those items deemed unsatisfactory. Should those items not be remedied (as determined in the City's sole discretion), the City may, by written notice to BBS, terminate this Agreement at that time. Likewise, BBS may also terminate this Agreement at that time.

Termination will become effective immediately or on the date set forth in the written notice of termination. In the event of termination by the City, BBS will be paid for all completed Services performed.

**7. RELATIONSHIP OF PARTIES.** It is understood by the parties that BBS is an independent contractor with respect to the City, and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of BBS.

**8. DISCLOSURE.** BBS is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the City. Prompt disclosure in writing is required under this paragraph, to the Chief of Staff/Deputy Mayor of the City.

**9. EMPLOYEES.** BBS's employees, if any, who perform Services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, BBS shall provide adequate evidence that such persons are BBS's employees.

**10. INDEMNIFICATION.** BBS agrees to indemnify and hold harmless the City from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the City that result from the acts or omissions of BBS, BBS's employees, if any, and BBS's agents. The City agrees to indemnify and hold harmless BBS from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against BBS that result from the acts or omissions of the City, its employees, if any, and its agents. The City's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the City (including but not limited to the terms of Indiana's Tort Claims Act), so that the City's obligations to indemnify and hold harmless hereunder shall not exceed what might have been the City's liability to a claimant had the City been sued directly by the claimant and all appropriate defenses had been raised by the City.

**11. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

*Consultant's Intellectual Property.* BBS personally holds an interest in the Intellectual Property that is described in the attached Exhibit B, and which is not subject to this Agreement.

*Development of Intellectual Property.* Any improvements to Intellectual Property items listed on Exhibit B, further inventions or improvements, and any new items of Intellectual Property discovered or developed by BBS (or BBS's employees, if any) during the term of this Agreement shall be the property of BBS, subject to the City's right to acquire such Intellectual Property on terms agreeable to BBS and the City. The City will not acquire shop rights or an interest in any way in such Intellectual Property by virtue of the development, experimentation, or adaptation for manufacture, sale, or use.

**12. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the City:

City of Westfield  
Danielle Carey-Tolan  
Deputy Mayor, City of Westfield  
2728 E. 171<sup>st</sup> Street, Westfield, IN 46032

IF for BBS:

Bridge Builder Strategies LLC  
James M. Simmons Jr. DBA  
CEO, Bridge Builder Strategies  
6235 Carrollton Avenue,  
Indianapolis, IN 46220

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**14. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**15. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**17. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Indiana.

**18. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

**19. ASSIGNMENT.** BBS agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of the City with, or its merger into, any other corporation, or the sale by the City of all or substantially all of its properties or assets, or the assignment by the City of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**20. NON-APPROPRIATION.** The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the Initial Term or subsequent term of this Agreement, the City's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated. The City agrees to seek funding for the continuation of the Agreement during each budget cycle during the Initial Term or subsequent term of this Agreement. The City agrees to inform BBS in writing of any such non-allocation of funds at the earliest possible date and shall pay for all Services provided prior to exhaustion of the appropriated funds.

**21. NONDISCRIMINATION.** BBS agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance 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.

**22. E-VERIFY.** Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with the City, BBS is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBS is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. BBS hereby affirms that it does not knowingly employ an unauthorized alien. BBS further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.


**23. SIGNATORIES.** This Agreement shall be signed on behalf of the City by Danielle Carey-Tolan, Deputy Mayor, City of Westfield and on behalf of BBS by James M. Simmons Jr., DBA, CEO, Bridge Builder Strategies effective as of the date first above written.

Party receiving services:  
The City of Westfield

By: \_\_\_\_\_

Danielle Carey-Tolan  
Deputy Mayor, City of Westfield

Party providing services:  
Bridge Builder Strategies LLC

By: \_\_\_\_\_  \_\_\_\_\_

James M. Simmons Jr., DBA  
CEO, Bridge Builder Strategies LLC

## Exhibit A

Task and Timeline	Start	Finish
<i>Training and Rollout</i>	11/4/2025	6/1/2026
Support and kickoff a city-wide, ongoing training program.		
Provide monthly trainings, quarterly leadership labs, and just-in-time tips.		
Provide one on one coaching of our tools.		
Integrate into workstream as to ensure sustained adoption and provide ongoing coaching		
<b>\$</b>		<b>\$29,640.00</b>
<i>Workforce Capacity Modeling, Maintenance, and Demand Forecasting</i>	11/4/2025	8/1/2026
Conduct a workforce mix analysis (FT, PT, contractors).		
Provide maintenance through updating capacity models and competency maps on a quarterly basis.		
Align staffing projections with population growth, service demand, and structural changes.		
Integrate employee census data for real-time updates on staffing changes.		
Build a data inventory to identify and close information gaps.		
<b>\$</b>		<b>\$121,192.50</b>
<i>KPI Framework &amp; Performance Dashboards</i>	4/1/2026	12/1/2026
Interview leadership to identify overarching metrics aligned with the city's capacity, existing workforce design, and strategic goals.		
Interview Department Supervisors to identify metrics aligned with the department's capacity, existing workforce design and strategic goals.		
Identify key requirements for the KPI and Performance Dashboards.		
Development KPI and Performance dashboard prototypes and receive feedback to improve user experience		
Finalize employee, departmental, and citywide KPI and Performance dashboard to track performance.		
Integrate employee, departmental, and citywide KPIs with the employee performance assessment.		
Roll-out, train, and support the use of dashboards to support internal decision-making and improved performance.		
<b>\$</b>		<b>\$87,116.25</b>
<i>Document Management &amp; File Structure Modernization</i>	4/1/2026	12/1/2026
Analyze current document management structure to best understand structure, process, and scale.		
Assess potential partners for citywide document management system.		
Design document management operating procedures.		
Support selection of a citywide process and document management system.		
Build indexing and workflow automation to reduce inefficiencies.		
Support for back-indexing and system setup.		
<b>\$</b>		<b>75,172.50</b>
<b>Total Project Cost</b>		<b>313,121.25</b>

## **Exhibit B**

The Bridge Builder Strategies 5i Engine includes proprietary processes and tools related to Insights, Infrastructure, Innovation, Implementation and Impact through storytelling that enable an organization to maximize their impact.



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
<b>Retirement Programs</b>					
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 <sup>ND</sup> through 3 <sup>RD</sup>	120	228	11
4 <sup>TH</sup> through 7 <sup>TH</sup>	160	264	14
8 <sup>TH</sup> through 14 <sup>TH</sup>	200	312	17
15 <sup>TH</sup> through 21 <sup>ST</sup>	240	348	20
22 <sup>ND</sup> 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 <sup>ND</sup> through 3 <sup>RD</sup>	120	228	11
4 <sup>TH</sup> through 7 <sup>TH</sup>	160	264	14
8 <sup>TH</sup> through 14 <sup>TH</sup>	200	312	17
15 <sup>TH</sup> through 21 <sup>ST</sup>	240	348	20
22 <sup>ND</sup> 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



01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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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

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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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.
- 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.

**(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,

**(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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Westfield  
INDIANA





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.

**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 activity 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](http://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%.

<b>\$25,000</b>	Annual Base Salary
<b>\$1,500</b>	457 Retirement Plan <i>6% of Annual Base Salary</i>
<b>\$1,000</b>	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](http://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](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.* 

## **Memorandum of Understanding Regarding First Due**

This Memorandum of Understanding (the “MOU”), by and between the Commissioners of Hamilton County, Indiana (the “County”), and the City of Westfield, Indiana (the “City”), is effective on or about November 24, 2025 (the “Effective Date”). The County and the City may be referenced within this MOU at times collectively as the “Parties” or individually as the “Party”.

### **RECITALS**

WHEREAS, the local income tax council adopted a Public Safety Income Tax Rate in 2019 under Indiana Code § 6-3.6-6-8 to pay for costs associated with the County’s Public Safety Access Point (“PSAP”); and

WHEREAS, Tyler Technologies has provided enterprise services for the PSAP, including the County’s computer-aided dispatch system (“CAD”), record management system (“RMS”), and jail management systems (“JMS”), under a contract with the County since 2005; and

WHEREAS, Tyler Technologies recently partnered with Emergency Networking (“EN”) to ensure fire departments can meet local, state, and federal reporting requirements, including the National Emergency Response Information System (“NERIS”) reporting requirements which the County’s fire departments must comply with starting on January 1, 2026; and

WHEREAS, the County contracted with Tyler Technologies to ensure the County’s fire departments have access to EN and can comply with these NERIS reporting requirements; and

WHEREAS, the County also contracted with Tyler Technologies to ensure the County’s fire departments have access to EN because EN can communicate information to the County’s CAD and EN will allow Hamilton County Public Safety Communications (“HCPSC”) as well as the public safety entities which the PSAP serves to access information available in EN; and

WHEREAS, in 2025, the County contracted with First Due to ensure the County's fire departments were able to meet reporting requirements that were in effect when fire departments were required to utilize the National Fire Incident Reporting System ("NFIRS"); and

WHEREAS, the County informed the City that the County will not be contracting with First Due after its contract with First Due expires because the PSAP is able to better meet the needs of the public safety entities that the PSAP serves when utilizing EN; and

WHEREAS, the County informed the City that it is the County's understanding that First Due is not able to communicate any information to the County's CAD the way that EN is able to communicate such information; and

WHEREAS, the City has informed the County that the City's understanding is that the First Due could communicate with the County's CAD, but Tyler Technologies will not permit the communication, and

WHEREAS, the County informed the City that employees working at the PSAP will not be logging into or accessing any information in First Due after the County's contract with First Due expires and the City will need to manually enter information into the CAD if the City wants information that is in First Due to appear in the CAD; and

WHEREAS, being informed of the above, the City plans to contract with First Due; and

WHEREAS, the County will continue to export information from the CAD to First Due if this export functions as it is functioning on the Effective Date and requires the County to dedicate no additional time or resources to maintaining this exporter; and

WHEREAS, the County does not dedicate any time or resources in response to any issue with this exporter if this exporter stops working after the Effective Date; and

WHEREAS, the PSAP will refer any request for information which is not in the CAD and may be in First Due to the City as the PSAP's employees will not log into First Due or access any information in First Due after the County's contract with First Due expires.

#### AGREEMENT

NOW THEREFORE, in consideration of mutual covenants and conditions set forth below, the parties agree as follows:

1. Purpose of MOU: This MOU shall set forth general expectations concerning First Due after the County's contract with First Due expires.

2. Term. The original term of this Agreement shall be one year from the Effective Date. The term may be extended annually for up to one additional year. The City shall provide written notice of any request to extend this Agreement no later than 60 days before the end of the initial term or any extended term.

3. Contract with First Due. The City may execute a contract with First Due for services after the County's contract with First Due expires. Any such contract shall be between the City and First Due. The County shall have no obligations under any such contract.

4. Payment for First Due's Services: The City shall obtain a quote from First Due which shall identify the cost of any service the County paid for under the County's contract with First Due in 2025 and provide that quote to the County by May 30, 2025. If the quote indicates that First Due will charge the City the same or similar amount it charged the County for such services, the County shall reimburse the City for such services on January 1, 2026. The City shall obtain a similar quote each year before providing notice of its desire to renew this Agreement. If such a quote indicates that First Due will charge the City the same or similar amount it charged the County for services, the County may, at its sole discretion, decide to reimburse the City for

such services. The County may consider any quote provided with a written notice of a request to extend this Agreement at least 60 days before the end of the initial term or an extended term.

5. The City's Ongoing Use of First Due: The City shall pay any maintenance cost that is incurred due to the City's use of First Due after the County's contract with First Due expires. The City shall pay any cost required to maintain any exporter that is used to export information from the CAD to First Due after the County's contract with First Due expires. If the City wants any information in First Due to be added to the CAD, the City shall input that information into the CAD. The County, HCPSC's employees, and the PSAP's employees will not log into First Due or access any information in First Due after the County's contract with First Due expires. The City will not refer anyone who requests information that is only available in First Due to the PSAP, HCPSC, or the County. But the PSAP, HCPSC, and the County shall refer everyone who requests information that is only available in First Due to the City.

6. Indemnity: The City shall indemnify and hold harmless the County from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees, and court costs) arising from claims by any party that are related in any way to the City's use of First Due. The City's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the City (including but not limited to the terms of Indiana's Tort Claims Act), so that the City's obligations to indemnify and hold harmless hereunder shall not exceed what might have been the City's liability to a claimant had the City been sued directly by the claimant and all appropriate defenses had been raised by the City. The indemnities set forth herein shall survive the Term or any early termination of this Agreement.

7. Assignment: A Party shall not assign any rights, privileges, or authority arising from this MOU to any person or entity without the prior written consent from the other Party.

8. Nondiscrimination: The Parties shall not discriminate against any employee, applicant for employment, or other person under this MOU with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, veteran status, color, religion, disability, national origin, or ancestry.

9. Notice: Any notice required to be delivered under this Agreement shall be in writing and delivered (a) in person; (b) by email or facsimile with electronic confirmation of receipt, or (c) by nationally recognized overnight carrier. Any such notice to the County shall be addressed as follows: Hamilton County Attorney, 1 Hamilton County Square, Suite 306, Noblesville, IN 46060.

10. Force Majeure: If any Party is unable to perform, satisfy, or observe any covenant or obligation under this MOU as a result of any cause that is not within its reasonable control and not a result of the fault or negligence of any Party (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) any deadline for such performance, satisfaction, or observance, as applicable, shall be extended for the same period.

11. Disputes: If a dispute arises under this MOU, the Parties shall engage a qualified, independent mediator located within 25 miles of Noblesville, Indiana, to mediate the dispute in a prompt and timely manner. The costs of mediation shall be shared equally by the Parties. If such mediation is unsuccessful, a Party may pursue any remedy available to such Party at law or in

equity, except as may be expressly limited by this MOU. The Parties agree that, in the event of a lawsuit concerning this MOU: (a) the laws of the State of Indiana shall apply, (b) the Parties shall waive the right to a jury trial, if any; and (c) the Circuit or Superior Courts in Hamilton County, Indiana, shall be the venue for, and have jurisdiction over, such a lawsuit. The terms and conditions of this Section shall survive the expiration or earlier termination of this MOU.

12. Miscellaneous: This MOU is the final expression of the complete agreement between the Parties concerning the use of First Due after the County's contract expires. No representation, warranty, agreement, or promise concerning the use of First Due after the County's contract expires shall supersede this MOU. The section headings herein are for convenience and shall not be considered in any way to affect the interpretation of this MOU. This MOU shall bind and inure to the benefit of the Parties, their respective successors, and their assigns. This MOU 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. This MOU shall not be construed more strictly against one Party than against the other Party merely because the MOU may have been prepared primarily by counsel for one of the Parties, as both Parties and their respective counsel have contributed substantially and materially to the preparation of this MOU. The invalidity or unenforceability of any term or condition of this MOU shall not affect the validity or enforceability of any other term or condition of this MOU. This MOU shall be construed in all respects as if any invalid or unenforceable term or condition had not been contained in this Agreement. Each of the undersigned represents that he or she has: (a) the authority to bind County or the City, as applicable, and (b) the proper power and authority to execute this MOU. This MOU may be executed in separate counterparts, each of which, when so executed, shall be an original, and all such counterparts shall together constitute one and the same Agreement. A

facsimile or email transmission of a duly executed counterpart of this MOU shall be sufficient to evidence the binding agreement of each party to the terms hereof.

IN WITNESS WHEREOF, the Parties, by and through their authorized representatives, have executed this Agreement as follows:


THE BOARD OF COMMISSIONERS OF THE  
COUNTY OF HAMILTON, INDIANA

  
\_\_\_\_\_  
Steven C. Dillinger, President

  
\_\_\_\_\_  
Christine Altman, Vice President

  
\_\_\_\_\_  
Mark Heirbrandt

ATTEST:

  
\_\_\_\_\_  
Todd Clevenger, Auditor

**RESOLUTION 25-168**

**A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY APPROVING A CONTRACT BETWEEN THE CITY OF WESTFIELD, INDIANA AND WASTE MANAGEMENT OF INDIANA, L.L.C. FOR RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL SERVICES**

**WHEREAS**, the City of Westfield, Indiana (“City”) is an Indiana municipal corporation;

**WHEREAS**, the City, by and through this Board of Public Works and Safety (“Board”), issued a Request for Proposals for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal services (“Request for Proposals”) pursuant to Ind. Code § 36-9-30 *et seq.*;

**WHEREAS**, in issuing the Request for Proposals and evaluating responses, the Board followed procedures established in Ind. Code § 36-9-30 *et seq.* (including but not limited to issuing a Proposed Request for Proposals, accepting comments, publishing appropriate notices, and holding a public hearing where the public was able to submit comments on the contract to be awarded);

**WHEREAS**, the Board received three (3) proposals in response to the Request for Proposals; and

**WHEREAS**, after thorough review and evaluation of the proposals, the Board has determined that the proposal submitted by Waste Management of Indiana, L.L.C. (“Waste Management”) is most responsive to the needs of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Public Works and Safety of the City of Westfield that:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. The Board, being duly advised and after complying with requirements established in Ind. Code § 36-9-30-5.3, finds that the proposal submitted by Waste Management is most responsive to the needs of the City. Further, the Board finds that the Contract between the City of Westfield, Indiana and Waste Management for

Residential Solid Waste, Yard Waste, Recycling Collection and Disposal (“Contract”), attached to this Resolution as Exhibit A, meets the City’s needs and is in the public interest.

Section 3. The Board evaluated the proposals pursuant to factors established by statute and in the Request for Proposals. Specifically, the proposal submitted by Waste Management had the lowest overall cost to the City and its residents- this was a major criterion. In addition, the City selected Waste Management’s proposal after all proposals were reviewed in terms of:

- Financial condition;
- Net costs or revenues;
- Technical evaluation of facility design;
- Net energy efficiency;
- Overall system reliability;
- Environmental protection;
- Byproduct recovery technology;
- The variety of waste collection and disposal technology;
- Flexibility for the development of complex facilities;
- The economic and technical utility of contracts for byproduct recovery projects that include in their scope various combinations of design, construction, operations, management, or maintenance responsibilities over prolonged periods;
- Compatibility with source separation, recycling systems, and environmental protection;
- Services approach;
- Ability to provide the services in a timely and professional manner;
- Impact on the City’s other services and infrastructure;
- Ability to deliver the City with the best value and public benefit over the life of the services;
- The best interests of the City and its residents; and
- Additional factors established in the Request for Proposals.

Section 4. The Board therefore authorizes and approves the Contract in substantially the form attached hereto as Exhibit A, with such changes thereto as the Mayor may approve, such approval to be conclusively evidenced by the Mayor’s execution thereof. The Board President and/or the Mayor are authorized to execute and

deliver all agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the City. In the absence of the Board President and/or Mayor, the Deputy Mayor shall be authorized to execute and deliver any or all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the City.

Section 5. This Resolution is effective upon passage.

ADOPTED and PASSED this \_\_\_\_ day of December, 2025.

BOARD OF PUBLIC WORKS AND SAFETY,  
CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
President Nick Barbknecht

\_\_\_\_\_  
Mayor Scott A. Willis

\_\_\_\_\_  
Chuck Lehman

Attest: \_\_\_\_\_

\_\_\_\_\_

**CONTRACT BETWEEN CITY OF WESTFIELD, INDIANA AND**

**“CONTRACTOR”**

**RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT**

## **RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL CONTRACT**

This Residential Solid Waste, Yard Waste, Recycling Collection and Disposal Contract (“Contract”), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Westfield, Indiana (“City”) and Waste Management of Indiana, L.L.C. (“Contractor”), a corporation duly organized under the laws of the State of Delaware, and being duly licensed to do business in the State of Indiana for Residential Solid Waste and Recycling Collection and Disposal. The City and Contractor agree as set forth below:

1. **The Services.** The intent of the Contract is to provide comprehensive Solid Waste, Yard Waste collection and disposal services consisting of weekly pick-up of containerized household Solid Waste, bagged Yard Waste and weekly curbside commingled Recycling from all eligible Residential Units within the limits of the City. The services also include Solid Waste and Recycling collection and disposal for designated City Facilities. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the services generally described herein, in accordance with the Contract Documents (as hereinafter defined) or reasonably inferable as necessary to produce the results intended by the Contract Documents (all hereinafter called the “Services”).

A **Term.** The term of this Contract is six (6) years, commencing January 1, 2026 and terminating on December 31, 2031. In addition to the six-year initial term, this Contract may be renewed for one (1) three-year renewal period, upon the written approval of the Parties upon the same terms and conditions of this Contract, subject to any mutually agreed upon rate adjustments, **provided that the Contractor has met all the terms and conditions of this Contract- including the performance clauses herein, 4.D and 4.E.** Contractor agrees to contact the City at least one hundred and eighty (180) days before expiration of a term, to discuss renewal pursuant to the terms of this Contract.

B **Supervision and Procedures.** Contractor shall supervise and direct the Services using Contractor's best skill. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for the Services. Contractor shall be an independent contractor and operate as a separate entity from the City. No liability or benefits such as workers' compensation, pension rights or other rights or liabilities arising out of a or related to a contract for hire, or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract. Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, agents, subcontractors, material suppliers, laborers, equipment lessors, and all other persons performing portions of the Services.

C **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

D **Taxes.** Contractor shall pay all sales, consumer, use and similar taxes for the Services provided by Contractor.

E **Permits, Licenses, Fees and Notices.** Contractor shall secure and pay for all required and necessary permits, licenses, governmental fees and inspections necessary for the proper execution of the Services. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Services. If Contractor performs the Services contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility and shall bear the attributable costs.

F **Maps or Graphic Depictions.** The City shall furnish maps or graphic depictions describing the geographical boundaries for the provision of the Services. Such materials are for informational purposes only and City shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Services in accordance with the Contract Documents.

G **Subcontractors.** The Contractor shall not assign any right or interest under the Contract, including the right to payment. Any attempt by the Contractor to assign any portion of the Contract shall not relieve the Contractor from any responsibility to fulfill its obligations in accordance with the provisions of the Contract Documents and shall be considered a breach of this Contract.

H **Labor Relations.** Contractor shall assure harmonious labor relations to prevent any delays, disruptions, or interference in the Services. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor, Contractor's suppliers, or other such persons or entities. Contractor agrees that it will bind and require its suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract.

I **Representations.** Contractor represents and warrants the following as a material inducement to the City to execute this Contract, which representations and warranties shall survive the execution or termination of this Contract, and the final completion of the Services:

1. Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Services and perform its obligations hereunder and has sufficient experience and competence to do so;
2. Contractor has reviewed the maps or graphic depictions and is familiar with the local conditions under which the Services are to be performed and has correlated its observations with the requirements of the Contract Documents;
3. Contractor possesses the required level of experience and expertise in the business administration and performance of services of the size, complexity and nature of the Services to be performed hereunder, and will perform the Services with the care, skill, and diligence of such a Contractor; and

4. Contractor represents and warrants that it has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person to solicit or secure this Contract;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Contract, excepting such consideration and subject to the terms and conditions of the Contract.

For a breach or violation of this representation, the City shall have the right to cancel this Contract without liability and to recover any and all monies or other consideration paid hereunder.

**J The City's Right to Stop the Services.** Contractor shall have committed a Service Default if Contractor fails to correct any failure to perform the Services in accordance with the Contract Documents within one (1) business day following: (a) written notice from the City of a failure to perform the Services in accordance with the Contract Documents, or (b) notice from a Resident of Contractor's failure to perform the Services in accordance with the Contract Documents. If Contractor commits a Service Default, the City may exercise its right to terminate, or other available rights and remedies, pursuant to section 8 herein. Contractor shall have no right of action or claim against the City for or on account of such termination. In the event Contractor commits more than three (3) Service Defaults for the same Residential Unit in a quarter, which are not excused under the Contract, Contractor shall provide a report of all such Residential Units to the City within 15 days of the end of the quarter. The City shall have 15 days to review and if it does not elect to terminate, Contractor shall apply credits to the account for such Residential Unit in an amount proportional to the number of Service Defaults. If the City does not elect to terminate in the time frame set forth above, the City waives its right to terminate with respect to those Service Defaults, provide Contractor provides the required credits.

**K The City's Right to Carry Out the Services.** If Contractor defaults or neglects to carry out the Services in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or negligence with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the City.

**L Warranty.** Contractor warrants to the City that the materials and equipment furnished under the Contract Documents shall be of good quality, in working order, and new unless otherwise permitted by the Contract Documents, and that the Services will conform with the requirements of the Contract Documents. Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

**M Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and its officers, directors, employees, agents and consultants and Residential Unit Owners (the "City Indemnitees") from and against all claims, costs, losses and damages (including but not limited to all attorneys' fees and costs) caused by, arising out of or resulting from the performance of the Services, provided that any such claim, costs, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any breach of this Contract or willful or negligent act or omission of Contractor, material supplier, person or organization directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable, provided that Contractor shall only be required to indemnify the City Indemnitees to the extent of Contractor's (or Contractor's material supplier, person or organization directly or indirectly employed by them) breach of this Contract, violation of applicable law, order, or regulation, or willful or negligent act or omission.

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Contract.

2. **Contract Documents.** The Contract Documents consist of this Contract, the Specifications identified in Exhibit A, including Exhibits and Addenda referenced in Exhibit A, and written modifications issued after execution of this Contract. The Contract Documents may not be changed, modified, added to, or deleted unless in a writing signed by Contractor and the City. The Contract Documents form the Contract for Services and represent the entire and integrated Contract between the parties hereto and supersede any and all prior negotiations, representations or Contracts, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the City and any persons or entities other than the Contractor.

The Specifications are the written requirements for materials, equipment, systems and standards for the Services, and performance of related Services including the directions, provisions and requirements pertaining to performance of the Services. Contractor shall promptly call to the attention of the City any discrepancy or conflict in the Specifications that affects the Services. In the event of an inconsistency or conflict within the Specifications, not clarified by addendum, the better quality or greater quantity of Services shall be provided. Likewise, the Services to be undertaken by Contractor shall include all incidental services necessary for the completion of the Services even though it may not be specifically described in the Specifications.

Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by the City and has reported to the City all errors, inconsistencies, or omissions. Contractor shall have no rights against the City for errors, inconsistencies, or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Contract. Contractor warrants and represents to the City that the Specifications for the Services are suitable for the Services and guarantees the sufficiency of the Specifications for the intended purpose and agrees that it will perform the Services and complete the same to the satisfaction of the City.

3. **Contract Sum and Payment.** Contractor shall bill Residents directly, pursuant to the terms established herein, and hereby assumes the risk of nonpayment by the Residents. In determining the monthly fees, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the monthly fees. The monthly fees may be changed only by Change Order signed by Contractor and the City.

A Alternates / Unit Prices. Contractor has included in the Contract Sum the alternates and unit prices described in Exhibit A hereto. Items covered by alternates and unit prices shall be supplied for such amounts and by such persons or entities as the City may direct. Unless otherwise provided in the Contract Documents: (1) materials and equipment under an alternate and unit price shall be selected promptly by the City to avoid delay in the Services; (2) alternates and unit prices shall cover the cost to Contractor of the Services provided and all required taxes; (3) Contractor's costs for labor, overhead, profit and other expenses contemplated for stated alternate and unit price amounts are included in the Contract Sum; and (4) whenever alternate and unit price Services are more than or less than alternates and unit prices, the Contract Sum shall be adjusted accordingly by Change Order signed by Contractor and the City. The amount of the Change Order shall reflect the difference between actual costs and the alternate and unit price sum specified.

B Payment of Suppliers. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with the Services and hold the City harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees.

C Withholding of Payment. If any claim or lien is made or filed with or against the City, or Contract proceeds by any person claiming that Contractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Services, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any other person for whom Contractor is liable causes damages, or if Contractor fails to perform or is otherwise in default under any of the terms of the Contract Documents, the City shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate the City for and indemnify it against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith.

If the City withholds any payment from Contractor, the City may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any direct liability on the part of the City to any supplier, equipment lessor or laborer, or any direct contractual relationship.

D Billing. Payments due to Contractor from the City under this Contract shall bear no interest and Contractor shall be entitled to no interest payments from the City, statutory or otherwise. Owners of a Residential Unit receiving Services shall ultimately be liable for payment of Contractor invoices, regardless of whether Contractor initially bills the Resident directly. Residents may be billed prior to receiving the collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. Contractor may bill Residents a late payment fee at Contractor's then-current rate, returned payment fees, reactivation and redelivery fee, as well as all costs associated with bad debt collection, as may be set forth in Exhibit "A". Contractor may suspend or terminate service to Residents that become more than sixty (60) days past due, and/or may place a lien upon the Resident's property, in accordance with applicable law. If such collection Service is reactivated, Contractor may charge an Auto Resume charge and/or may require a deposit from the Resident, as may be set forth in Exhibit "A". The City will provide reasonable assistance to Contractor regarding Contractor's billing and collection of amounts due from Residents, which may include timely notification to Contractor of changes in Residents (e.g., evictions, move-ins, and move-outs) and modification of municipal ordinances to ensure Resident's adhere to the requirements of this Agreement. If the ability to pay bills for Collection Service electronically is offered and Resident chooses to remit payment electronically by debit or credit card, a convenience fee may apply.

4. **Date of Commencement and Completion.** Subject to potential renewal as provided for in Paragraph 1(A) herein, Contractor shall commence the Services promptly on January 1, 2026 and Contractor shall provide the Services until December 31, 2031, subject to adjustments authorized by the City ("Contract Term"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Contract. Contractor shall not knowingly, except by Contract or instruction of the City in writing, prematurely commence operations prior to the effective date of insurance required by paragraph 7 to be furnished by Contractor.

A Commencement. It is not incumbent upon the City to notify Contractor when to begin (other than the Notice to Proceed), cease or resume the Services, to give early notice of the rejection of faulty Services, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates.

B Delay. Should the progress of the Services be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants or employees so as to cause any additional cost, expense, liability or damage to the City, or any damages or additional costs or expenses for which the City may or shall become liable, Contractor shall and does hereby agree to compensate the City for and indemnify them against all such costs, expenses, attorneys' fees, damages and liability.

C Excusable Delay. If Contractor is delayed, suspended, accelerated, interfered with, or otherwise hindered (collectively referred to as "hindrance" or "hindrances") at any time in the progress, performance or completion of the Services as a result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, or as the result of acts of God, the public enemy, acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or on account of any acts or omissions of the City or others engaged by it (except as herein permitted), or by their employees, agents or representatives, or by changes ordered in the Services by the City which are not required to correct problems or discrepancies in Contractor's Services, or by any other causes which Contractor could not reasonably control or circumvent, and which are not due to any fault, neglect, act or omission of Contractor, and the risks of which are not otherwise assumed by Contractor pursuant to the provisions of the Contract Documents, then such failure to perform shall be excused and Contractor shall not be liable for such failure. Contractor shall provide written notice to the City's designated communications contact within twenty-four (24) hours of the commencement of the event or occurrence giving rise to the claim. It is a condition precedent to the consideration or validity of all claims of Excusable Delay that such claims be made in writing and delivered in strict accordance with all applicable time limits; otherwise, such claims shall be waived, invalid and unenforceable. Notifications will also be made digitally to Residents with online accounts.

D Performance. Contractor will supply the City with monthly reports stating the prior month's activity, including:

- Missed pickups
- Container delivery/removal
- Bulky Waste collection
- Environmental incidents

Contractor will continue to evaluate changes in technology available to Contractor which would be relevant to the Services provided to the City, provided that any decisions regarding implementation of new technology shall be solely at Contractor's discretion.

- In the event the City receives a complaint or customer service call regarding Contractor's services, the City can email [gumce@wm.com](mailto:gumce@wm.com) to create a ticket regarding such incident. Contractor shall be responsible to respond to the City's email message with Contractor's resolution and next steps taken by Contractor. This email address is solely for use by City personnel and cannot be distributed to Residents.

- Contractor will resolve service complaints with the customer for any missed pickups which is not excused under the Contract and not cured in accordance with Section 1(J).

E. Performance Liquidated Damages. In the event Contractor is responsible for any of the below Contract violations, Contractor shall pay the liquidated damages associated with such violation. As the damages associated with any of these any such Contract violations are difficult to estimate, the parties agree that the listed amounts are intended to compensate for damages incurred by the City and not as a penalty. Each occurrence shall constitute a separate violation.

VIOLATION	LIQUIDATED DAMAGE
Missed pickup which is not excused under the Contract and not cured in accordance with Section 1(J). Thirty days following a violation, where no other violations occur, the Liquidated Damage associated with Missed Pickups shall return to the "1 <sup>st</sup> Violation" rate.	1 <sup>st</sup> violation- \$50- 2 <sup>nd</sup> violation within 30 days- \$125 3 <sup>rd</sup> and subsequent violations within 30 days- \$375
Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by City, which is not cured within twenty-four (24) hours following notice from the City. Removing a vehicle from operating within the City shall be considered to have cured the violation.	1 <sup>st</sup> violation- \$250 2 <sup>nd</sup> violation within 30 days- \$625 3 <sup>rd</sup> and subsequent violations within 30 days- \$1,875
Failure to clean up spilled solid waste or litter caused by Contractor within one (1) business day following notice from the City.	\$ 1 <sup>st</sup> violation- \$100 2 <sup>nd</sup> violation within 30 days- \$250 3 <sup>rd</sup> and subsequent violations within 30 days- \$750

The Contractor is responsible for any environmental fines/penalties due to Contractor (or Contractor employee) negligence.

F. No Damages for Delay. Contractor agrees that, whether or not any Hindrances shall be the basis for an extension of the Contract Term, it shall have no claim for an increase in the Contract Sum, nor a claim for a payment or allowance of any kind for damage, loss or expense resulting from Hindrances, except for acts constituting intentional, arbitrary, and capricious interference, disruption, or delay by the City with Contractor's performance of its Services when such acts continue forty-eight (48) hours after Contractor's written notice to the City of such interference, disruption, or delay. The City's exercise of its rights under the Contract Documents, including but not limited to, its rights regarding changes in the Services, regardless of the extent or number of such changes or carrying out Contractor's Services by the City, directing overtime or changes in the sequence of the Services, withholding payment or otherwise exercising its rights under the provisions of this Contract shall not be construed as intentional or unjustified interference with Contractor's performance of the Services.

5. **Changes in the Services.** Changes in the Services may be accomplished after execution of this Contract only by Change Order. Changes in the Services shall be performed under applicable provisions

of the Contract Documents, and Contractor shall proceed promptly. A Change Order is a written instrument signed by the City and Contractor and stating agreement upon all of the following: (1) a change in the Services; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Term, if any.

6. **Safety.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees performing the Services and other persons who may be affected thereby; (2) the Services and materials and equipment to be incorporated therein, whether in storage, or under the care, custody or control of Contractor; and (3) other property, such as vehicles, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. Contractor shall erect and maintain, as required by existing conditions, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying the City and users.

7. **Insurance and Bonds.**

A. Insurance. The Contractor shall purchase from and maintain from an insurance company or insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, in a form and substance reasonably satisfactory to the City, which afford, at a minimum, the coverages set forth in below. This insurance shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Contract. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Services. Each policy must be endorsed to provide that the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The required coverages and limits which Contractor is required to obtain are as follows:

.1	COMMERCIAL GENERAL LIABILITY	
a.	Commercial General Liability (including Completed Operations)	
	Each occurrence	\$2,000,000.00
	General Aggregate	\$5,000,000.00
b.	Bodily Injury & Property Damage (Combined Single Limit /Per Occurrence)	\$2,000,000.00
c.	Personal / Advertising Injury (Per Occurrence)	\$2,000,000.00

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate service agreements.

ISO Endorsement CG2503 Per Project Endorsement or its equivalent shall be used to satisfy this requirement.

.2	COMMERCIAL AUTO LIABILITY (Owned, Non-Owned and Hired) Bodily Injury & Property Damage (Per Occurrence)	\$1,000,000.00
.3	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Coverage A (Worker's Compensation) - Statutory Minimum Requirements Coverage B (Employers Liability) - \$500,000/each accident; \$500,000 Disease – each employee; \$500,000 Disease policy limit.	
.4	EXCESS LIABILITY (Umbrella Form Each Occurrence	\$5,000,000.00

All coverage provided above shall be endorsed to include the City, as an additional insured except for the Worker's Compensation/Employer's Liability. ISO forms CG 2010 and CG 2037 or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the City, and shall include coverage for completed operations. The policies for which the City is named as an additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the City shall be in excess of the limits provided by such policies and shall be non-contributory. All insurance requirements and limits (other than the limit for Excess Liability) contained in this Section apply to all of Contractor's subcontractors, material suppliers, vendors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits. The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of City.

B. The Contractor hereby agrees to deliver to the City, within ten (10) days of the date of commencement of the Contract and prior to bringing any equipment or personnel onto the location of the Services, certificates of insurance evidencing the required coverages with limits not less than those specified in the Contract.

C. In no event shall any failure of the City to receive or certificates of policies required or to demand receipt of such certificates prior to the Contractor's commencing the Services be

construed as a waiver by the City of the Contractor's obligations to obtain insurance pursuant to this Section 7. The obligation to procure and maintain any insurance required by this Section 7 is a separate responsibility of the Contractor and independent of the duty to furnish a certificate of such insurance policies.

D. Performance Bond. The City shall require the Contractor to furnish a bond covering faithful performance of the Contract. The Contractor shall furnish a Performance Bond and Labor and on the forms provided in the Bidding Document, in form and substance satisfactory to the City and, without limitation, and complying at a minimum with the following specific requirements:

.1 Except as otherwise required by Indiana statute or law, the form and substance of such bonds shall be satisfactory to the City in the City's sole judgment. Insurance and surety companies shall be deemed acceptable to the City only if such companies have a policy holders rating of "A+", "A" or "A-", in A.M. in Standard and Poor's and a financial category not less than Class VII as shown in the latest edition of Best's Key Rating Guide in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents; provided, however, that the bond is furnished by one of the aforesaid sureties that is also listed in the Department of Treasury circular 570, volume 41, no. 132, part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject circular, unless the excess, if any, is reinsured with the approval of the City.

**8. Default and Remedies.**

A If the Services are stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of any act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or its agents or employees or any other persons performing any of the Services under contract with Contractor, then Contractor may, upon seven (7) days' written notice to the City, terminate this Contract and recover from the City applicable payment for all conforming Services executed to date. Recovery by Contractor of lost anticipated profit and other consequential damages is hereby specifically excluded.

B Contractor Default. Contractor shall be in default of this Contract if (1) Contractor fails to perform or comply with its Service obligations under this Contract as set forth in Section 1; (2) Contractor otherwise fails to perform any other material obligation under the Contract and fails

to cure such failure within fourteen (14) days following written notice from the City; (3) Contractor becomes insolvent, is unable to meet current obligations, or seeks relief under the Bankruptcy Code or other similar law or procedure; (4) a receiver is appointed for Contractor or its property; or (5) Contractor is dissolved or otherwise ceases to exist.

If Contractor is in default, the City may, at its option, proceed with one or more of the following: (1) terminate this Contract; (2) complete the Services in a reasonable and expedient manner; (3) accept assignment of subcontracts; (4) withhold payment of all or any portion of the Contract Sum until (i) the default is cured and the Services are completed, and (ii) all costs, expenses, and damages have been determined; and/or (5) exercise any other remedy available at law or in equity. All costs, expenses, attorneys' fees and damages incurred by the City due to a default by Contractor may be deducted from the Contract Sum. Upon demand, Contractor shall pay the City the amount, if any, by which the costs, expenses, attorneys' fees and damages incurred by the City exceed the unpaid balance of the Contract Sum.

9. **Miscellaneous Provisions.**

A. Existing Collection Contracts. By executing this Contract, Contractor agrees to terminate its existing contract(s) for residential collection services, if any, within the Service limits as detailed by this Contract at no cost to the City or the Residential Unit Owner being serviced. Contractor acknowledges that this Contract is sufficient consideration for Contractor's Contract to terminate these existing contracts within the Service limits. In addition, Contractor acknowledges and understands that there may be existing contracts within the Service limits held by other providers that may have to be phased out prior to Contractor assuming Service obligations for the entire Service area. As such, all Residential Units will be phased in as is reasonable without the City or Residential Unit Owner incurring any additional costs.

B. Governing Law. This Contract shall be governed by the laws of the State of Indiana.

C. Successors and Assigns. The Contractor respectively binds itself, its successors, assigns and legal representatives to the other party hereto in respect to covenants, Contracts and obligations contained in the Contract Documents. Contractor shall not assign this Contract without the written consent of the City. If Contractor attempts to make such an assignment without such consent or if City consents to an assignment, Contractor shall nevertheless remain legally responsible for all obligations under this Contract.

D. E-Verify Provisions. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5- 1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN. The Contractor will sign City’s affidavit (Exhibit E) to this effect.

Contractor and its consultant(s) and subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its consultant or subcontractor subsequently learns is an unauthorized alien. If Contractor violates this requirement, the City shall require that the Contractor remedy the violation not later than thirty (30) days after the date the City notifies the Contractor of the violation. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify program. If the Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Contract with Contractor for breach. However, if City determines that terminating the Contract would be detrimental to the public interest or public property, the City may allow the Contract to remain in effect until the City procures a replacement Contractor. If the City terminates the Contract, the Contractor shall be liable to the City for any and all actual damages incurred, including, but not limited to, attorneys’ fees.

Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor’s subcontract with its subcontractor(s).

Termination of the Contract for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the City.

E. Written Notice. All notices, consents and other communications (collectively, “Notices”) shall be given to the City or the Contractor in writing to the addresses set forth below:

The City:	City of Westfield
	Westfield City Services
	2728 East 171st Street,
	Westfield, IN 46074

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

The Contractor: Waste Management of Indiana, LLC  
6251 S Indianapolis Road  
Whitestown, IN 46075

Attn: Doug Reams

Email: dreams@wm.com

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail or email to the last business address known to the party giving notice.

F. Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by either Party shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

G. Severability. In the event that any provision, term or other portion of the contract, or any document or item referred to in the Contract, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of the Contract, or any document item referred to in the Contract, shall not affect the validity or enforceability of any other provision, term or other portion of the Contract, or any document or item referred to in the Contract.

H. Waiver. A waiver by either party of any breach of any provision of the Contract Document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Except where otherwise provided in the Contract, no inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for elsewhere in the Contract Documents.

I. Nondiscrimination. Consistent with Ind. Code §22-9-1-10, Contractor agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to the employee's hire, tenure, terms, conditions or privileges or 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 Contract.

J. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Contract, the City's fiscal body should fail to appropriate sufficient funds to continue this Contract, it will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated. The City agrees to seek funding for the continuation of this Contract during each budget cycle during the initial term or subsequent term of this Contract. The City agrees to inform Contractor in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

K. Counterparts. This Contract may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one Contract.

L. Venue. In the event it becomes necessary to litigate any term or condition of the Contract, the parties shall agree that the State Circuit or Superior Courts of Hamilton County, Indiana, or federal courts in the Southern District of Indiana, shall be proper venue to settle such disputes.

CITY OF WESTFIELD, INDIANA

CONTRACTOR

By: \_\_\_\_\_

Scott Willis, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

FID/TIN: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SPECIFICATIONS**

#### **City of Westfield**

#### **Residential Solid Waste, Yard Waste, Recycling Collection, and Disposal**

##### **A. SCOPE OF SERVICES**

The Contractor is to provide a comprehensive program for Solid Waste and Yard Waste collection and disposal service consisting of weekly pick-up of containerized-Solid Waste, bagged Yard Waste, and weekly curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City. The Services also include additional Yard Waste collection during the months of March through May and October through December. The Services include Solid Waste and Recycling collection and disposal from designated City Facilities. The Services are anticipated to start on or about January 1, 2026, and terminate on or about December 31, 2031. If both Parties agree, there may be an option to extend the contract for one (1) three-year renewal period. The Parties agree that the awarded Contract may be extended for one (1) three-year renewal period, only upon written approval of both Parties, subject to any agreed upon rate adjustment for such extension periods. The Contract shall not provide for automatic renewal.

##### **B. AREA TO BE SERVICED**

The Services shall be provided to all Residential Units within the City's geographic limits as set forth in Exhibit A-1 attached hereto. As of the time of the request for proposals, there are approximately Twenty Thousand Six Hundred (26,600) individual Residential Units within the City's geographic limits that will be ultimately phased into the Services as existing collection contracts are phased out or terminated; however, the City does not guarantee the actual number of Residential Units the Contractor will provide Services to at any given time. The Services include Solid Waste and Recycling collection and disposal from designated City Facilities in Exhibit A-2, which will be billed directly to the City. Contractor shall collect all Containers placed on Public Streets, as defined herein. Should a roadway or alleyway not constitute a Public Street, as defined herein, Contractor will designate a collection location, as approved by the City, and notify Resident of same.

##### **C. DEFINITIONS**

For the purpose of the Specifications and the Contract, the following definitions apply:

1. **Bulky Waste.** Such items set out for Bulky Waste collection must meet the criteria set forth in Exhibit A-5.

2. Container(s). Ninety-six (96) gallon or, at Resident's request, sixty-four (64) gallon reusable container(s) with wheels used for storing Solid Waste, Yard Waste, and Recycling. Container(s) should provide sufficient strength to be picked up using mechanical means by Contractor. Contractor shall only be required to provide service for Contractor provided Containers.
3. Construction Debris. Waste including building materials resulting from construction, remodeling, repair, or demolition operations. The term does not include fluorescent light fixtures, appliances, or regulated-asbestos containing materials defined in CRF 61.
4. Curbside. Refers to that portion of the right-of-way adjacent to and within five (5) feet of paved, traveled roadways.
5. Hazardous Materials. Any waste designated as "hazardous" by the United States Environmental Protection Agency or appropriate state agency as the same is now in effect or may hereinafter be amended. This term also includes any flammable/volatile liquids.
6. Public Street. A Public Street shall include all roads, streets, and alleys in the City which contain sufficient clearance for Contractor's vehicles to safely operate and collect Containers using its automated arm.
7. Recycling. Recycle waste shall meet the criteria set forth in Exhibit A-4.
8. Refuse/Garbage. Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and including all paper, wrappings, boxes and cartons used to contain such food.
9. Resident. The individual currently occupying a Residential Unit.
10. Residential Unit. A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating, and sleeping.
  - a. Single-Family Residential Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.
  - b. Multi-Family Residential Unit – A building or related group of buildings not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
  - c. Townhouse – Any multi-story single family residential unit sharing one or more common walls with another similar residential unit.
11. Rubbish/Trash. Nonputrescible waste consisting of matter such as cans, glass, papers, cardboard, plastics, metals, ashes, etc.
12. Solid Waste. All putrescible and nonputrescible matter, including garbage and rubbish, but excluding hazardous materials and other matter that is specifically excluded elsewhere in these Specifications.

13. City Facilities. City Facilities designated for Solid Waste and Recycling Collection as defined in Exhibit A-2, which will vary in size and frequency of collection and billed to the City for the Services and rental or use of the required Containers.

14. Yard Waste. All compost type materials including trees, grass clippings, brush, leaves and Christmas trees, etc.

D. DESCRIPTION OF SERVICES

1. Containers. Each Residential Unit may have up to three (3) Containers, including one (1) Solid Waste Container and One (1) Recycling Container. At the request of a Resident, one (1) additional Solid Waste or Recycling Container shall be delivered at no additional cost. If additional Containers beyond the three (3) included Containers are requested, the rates for additional Containers in Exhibit A-3 shall apply.

The cost for Containers shall not be paid for directly, but included as part of the total cost of the Services per Residential Unit and City Facilities. Contractor shall retain ownership of all Containers provided through this Contract.

2. Solid Waste Collection Service. Collection of Solid Waste by Contractor from each qualifying Residential Unit shall occur one (1) time per week.

a. Out-of-City Residents. Residents who are out of City and will not be using the Services for a minimum period of one (1) month or more will not be charged the monthly fee for those months the Resident does not use the Services. Residents shall request the suspension of Services a minimum of one (1) week prior to the City/Contractor's customer service office and specify the length of the Service suspension.

b. Yard Waste. Yard Waste collection is an additional subscription service which Residents must sign up for with Contractor. Residents may elect to receive Yard Waste collection for 27 weeks during the months of March through May and October through December, at the rates set forth in Exhibit A-3. Residents are limited to 20 bags each week during Yard Waste season. Yard Waste and brush may be included with the Solid Waste Container quantities.

c. Declined Collections. The Contractor may decline to collect Solid Waste for a reason specified in the Specifications (i.e., not properly contained; improper placement; non-residential Solid Waste; Hazardous Waste; etc.). Where the Contractor has reason to leave Solid Waste uncollected at a Residential Unit, the Contractor shall inform the Resident by tagging uncollected Container(s). The City shall be notified in writing at the end of each working day of any denied collections and the reason for denial.

2. Recycling Collection Service.

- a. Collection of Recycling from each qualifying Residential Unit shall be once every week. The Recycling collection day shall be the same day as the Solid Waste and Yard Waste collection day.
  - b. Gross volume of Recycling materials collected shall be weighed daily on a local certified scale to be agreed upon by the City and the Contractor.
  - c. A monthly record of the amount of Recycling materials in tons and pounds shall be kept by the Contractor. This record shall be submitted to the City on a monthly basis.
  - d. Collection shall be curbside on Public Streets.
3. Special Needs Service. For those Residential Units in which all Residents over twelve (12) years of age have special needs or are physically unable to wheel Containers to the Curbside, as verified by a licensed healthcare provider, the Contractor shall provide Solid Waste and Recycling collection service at the Residential Unit by transferring the wheeled Containers on foot from the Residential Unit (at the front door, a back door, or outside a garage) to the street for collection at the rates set forth in Exhibit A-3. The total number of Residential Units receiving Special Needs Service shall not exceed 25 total Residential Units. In the event there are more than 25 Residential Units requesting this Service, Contractor and the City shall meet to negotiate a new rate for such Service within thirty (30) days following the request for exceedance of the 25 Residential Unit threshold. In the event, the Parties cannot reach an agreement by the end of the thirty-day period, Contractor shall be entitled to limit this Service to the first 25 Residential Units requesting this Service.
4. Additional Yard Waste & Christmas Tree Collection Service
  - a. Additional Bags. During the months of March, April, May, October, November, and December, each Residential Unit is also allowed up to twenty (20) bags per week of leaves and other Yard Waste in lawn bags. The bags shall be furnished by the Residents at their own cost. Residents will use recyclable bags (i.e. non-plastic) or bags specified by Contractor with the City's approval for environmentally friendly disposal of Yard Waste.
  - b. Composting. The Contractor is to make every reasonable effort to dispose of easily identifiable Yard Waste in an environmentally friendly manner (i.e. composting or chipping Christmas Trees into usable mulch).
  - c. Collection Schedule. The Contractor shall provide, as applicable to federal regulation standards, weekly Yard Waste collection and disposal Services. Yard Waste collection should be scheduled on the same day as Solid Waste and Recycling Collection.
  - d. Christmas Tree. The Contractor will be required to pick up one (1) Christmas tree per Residential Unit over and above the Container limit at no additional charge. This Service shall begin on December 26th and end on the Friday closest to January 31st of each year. Christmas Trees over 4 feet shall be cut in half for pick up.
5. Bulky Waste.

- a. The Contractor shall provide Services for collection and disposal of Bulky Waste from all eligible Residential Units on an on-call basis. The Resident must schedule a Bulky Waste collection with Contractor at least seventy-two (72) hours prior to pick-up.
- b. The Contractor shall not be required to pick-up more than one (1) of such item from each Residential Unit each month. Requested pickup of Bulky Items may occur on designated day(s) by Contractor's designation.
- c. The Contractor shall not be required to pick-up Bulky Waste that contain or previously contained refrigerants unless the Resident can provide the Contractor with appropriate written verification showing that the CFC's or HCFC's have been properly removed by a licensed technician.
- d. The charges for Bulky Waste will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.

6. City's Facilities Services

- a. The Contractor shall provide Recycling and Solid Waste Services to the designated City Facilities indicated in Exhibit A-2 and at the rates set forth on Exhibit A-3.
  - i. Required Service. The Contractor shall supply adequate containers to identified City Facilities, which will vary in size and frequency of collection. Such containers shall be charged to the City for the rental or use of such containers. The container size and frequency of collection listed in the attached are the recommended sizes to meet the City's current needs. If the Contractor chooses to supply different sized containers or change the frequency of the Services, such container sizes and/or Service frequencies shall be provided for the City's pre-approval and scheduling arrangements so that all Solid Waste and Recycling is contained inside a container during approved modifications between collections.
  - ii. Billing and Payment. Contractor shall provide separate invoicing to the City for City Facilities as specified in the Bid Form. The City agrees to pay Contractor separately and monthly for provision of this portion of the Services.

E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS

- 1. Solid Waste, Yard Waste, and Recycling Services. The Contractor shall provide Service for weekly collection and disposal of Solid Waste, Yard Waste (subject to Yard Waste collection subscription requirements), and Recycling from eligible Residential Units and City Facilities.

- a. The Contractor shall supply all Containers required to each Residential Unit and City Facilities for the Services. Containers shall be delivered by Contractor to additional Residential Units and City Facilities as they become eligible for Services.
  - b. The Contractor shall maintain a record of addresses for all new and replacement Containers and shall submit the record to the City on a quarterly basis.
  - c. The Contractor shall supply to City Residents information relating to additional Service options that may be offered to them not covered or mentioned in these Specifications relating to Solid Waste and Yard Waste collection.
  - d. Except for special needs service, all collections shall be made on Public Streets where available. No collections shall be made on private property including streets unless a right of entry agreement is made between the Contractor and the property owner and is approved by the City. All collections for non-special needs service shall be made within five (5) feet of the curb or edge of the Public Street. For special needs service, the Contractor will also transfer the Containers from the outside of the Residential Unit to the Public Street.
  - e. The Contractor is prohibited from commingling Solid Waste, Yard Waste, or Recycling collected from ineligible residential units, commercial or other business establishments or from areas outside the City's geographic limits while providing the Services.
  - f. Within the Container limit, the Contractor is required to pick-up all Solid Waste, Yard Waste, and Recyclables placed in approved reusable and non-reusable Containers.
2. Solid Waste, Yard Waste and Recycling does NOT require pick-up of:
- a. Solid Waste exceeding the Container size,
  - b. Solid Waste not in Containers,
  - c. Solid Waste not appropriately placed for collection,
  - d. Hazardous Materials,
  - e. Medical Waste of any type including but not limited to medical sharps,
  - f. Dead animals,
  - g. Liquid paint, sludge, oil or other chemicals,
  - h. Bulky Waste containing refrigerants in which the Resident cannot provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician,
  - i. Solid Waste, Yard Waste, or Recycling that are generated from a different location than the Residential Unit,

- j. Any Solid Waste and Yard Waste that is specifically excluded by federal, state, or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized,
- k. Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter,
- l. Construction Debris, or
- m. Bulky Waste when prior notice is not given per Section D(5) herein.

3. Contractor's Collection Routes . If necessary, the City may be divided into geographic sectors for the purpose of provision of the Services. Each geographic sector shall be scheduled to receive Services on the same day. Contractor shall submit its proposed geographic sectors with its Proposal for consideration by City. The City reserves the right to review, comment on and finally approve Contractor's geographic sectors for the Services.

a. If during the course of the Contract, the Contractor wishes to change the collection schedule, the Contractor shall bear the cost and responsibility of informing the Residents of the new collection schedule. Any changes in schedules and/or routes shall not be made without the prior written approval of the City.

b. Exceptions may be made only after the City has been notified that the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual Contract of the City and the Contractor.

c. Recycle Collection should be on the same day as Solid Waste collection. Yard Waste collection should be on the same day as Solid Waste collection, if the Alternate is approved. The Contractor shall immediately notify the City of any delays or deviations from a normally scheduled route.

4. Contractor's Collection Schedule

a. Hours and Days of Collection. The hours and days of Services are to be from 7:00 a.m. to 5:00 p.m. Monday through Friday. All Services shall be provided at least once per week Monday through Friday, year-round to all qualifying Residential Units and City Facilities within the City's geographic limits. Recycling Collection shall be once per week, year-round. Additional Yard Waste Service shall be provided at least once per week, Monday through Friday, from March 15th through December 15th.

b. Holidays. The holidays listed below may be observed as a non-Service days by the Contractor. The suspension of Services on these holidays does not relieve the Contractor of its obligation to provide Services to each Residential Unit and City Facilities at least once each week or every other week as the case may be. Whenever these holidays fall on a regularly scheduled collection day, the collection schedule for that day as well as the rest of the week may be delayed one (1) day. Under these circumstances only, Saturday collection is acceptable.

- i. New Year's Day
- ii. 4th of July
- iii. Thanksgiving Day
- iv. Christmas Day

c. Additional holidays may be granted upon Contractor's request and the City's prior approval in writing.

F. CONTRACTOR'S EQUIPMENT

1. Contractor's vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles and equipment shall be manufactured and maintained to conform to the American National Standards Institute's (ANSI) standards.

2. Contractor's vehicles and other equipment shall be kept in proper repair and sanitary condition.

a. Contractor must have vehicles washed a minimum of one (1) time per week.

b. Each vehicle shall bear as a minimum, the name of the Contractor plainly visible on both vehicle cab doors.

c. Each vehicle shall be uniquely numbered in lettering at least seven (7) inches high. All vehicles used for recycling must have some type of signage on the vehicle stating that it is used for recycling. The signage must be clearly legible by the public.

d. Each vehicle shall have at least one (1) broom and one (1) shovel to clean up Solid Waste that may be spilled or otherwise scattered during the process of collection.

e. All vehicles shall be sufficiently secure so as to prevent any littering of Solid Waste and/or leaking of fluid. No vehicles shall be willfully overloaded.

3. The Contractor will be solely responsible for immediately collecting or cleaning up, to the City's satisfaction, any litter, fluids refuse or landscape waste which may leak, spill or blow off any of Contractor's vehicles or in the course of Contractor providing the Services.

4. Any use of larger vehicles may be banned if there are more than two (2) incidences of property and/or pavement damage. Collection vehicles must be enclosed and secure so as to prevent any littering.

G. CONTRACTOR'S EMPLOYEES

1. The Contractor shall provide courteous and neat personnel for its collection crews and provide courteous and knowledgeable personnel for its customer service office(s).

a. The Contractor's collection employees working within the City shall be required to wear a uniform of some matter clearly showing that the employee is employed by the Contractor.

- b. All of the Contractor's vehicle operators working within the City shall carry a valid Indiana driver's license for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.
- c. The Contractor shall prohibit its drivers and crew members from consuming any alcoholic beverages while working or using a controlled substance that negatively affects their ability to perform their duties under this Contract.
- d. If the City determines that any of the Contractor's employees are unfit or unsuitable to perform the Services as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from Services within the City and furnish a suitable and competent replacement employee.

H. CONTRACTOR'S DISPOSAL SITE

- 1. The Contractor shall furnish the City with the name and location of the waste disposal and/or recycling facility which will receive the Solid Waste, Yard Waste, and Recyclables generated under the Contract. The proposed disposal facility and recycling facility shall meet all the requirements of Federal, State, county, and local jurisdictions in which said facility is located.
  - a. Contractor shall notify the City within one (1) business day of any temporary change in Solid Waste and Yard Waste disposal methods or Recycling methods regardless of the initiating party. Contractor shall notify the City prior to any permanent change in Solid Waste and Yard Waste disposal methods or Recycling methods regardless of the initiating party.
- 2. Contractor shall furnish the City with copy of a redacted contract executed by waste disposal site or recycling facility agreeing to receive all Solid Waste, Yard Waste, and/or Recycling generated under the Contract for the duration of this Contract. The requirements of this paragraph may be satisfied by Contractor's provision of a written acknowledgement from a qualified disposal/recycling center or a contract with a qualified facility with sensitive information redacted.
- 3. Choice of disposal site and recycling facility is made by the Contractor who will assume all fees.
- 4. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations, as amended from time to time, governing the disposal of refuse at said facility.

I. CONTRACTOR SUPPORT OF CITY'S PUBLIC EDUCATION PROGRAM

- 1. The Contractor shall provide to the City an annual sum of \$5,000 to be applied towards the development, printing, and distribution of public education materials including but not limited to brochures, print and radio advertisements and public displays. Any printed material will include both the Contractor's and City's name and logo.

a. In addition to the above sum, the Contractor will pay for all printing and mailing costs for one (1) initial mailing to all Residential Units explaining the details of the Services.

b. The Contractor is expected to provide the City a speaker who can address the Residents and answer questions regarding the Services at up to three (3) educational seminars or presentations to be given each year. This speaker will be at no cost and shall be knowledgeable about the Services and trash and recycling industry. These seminars/presentations will be conducted at time(s) and location(s) to be determined by the City.

J. CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS

1. Contractor's Office. The Contractor shall establish and maintain an office or other facility to which the public and City personnel may call or send inquiries or complaints and from which the general public and City personnel may receive instructions. Such office or facility shall be equipped with adequate telephone communications, local or toll-free phone numbers for Residents to call in missed pickups or complaints.

2. Contractor's Staffing. Contractor's office shall have at least one (1) responsible person in charge and present during all collections hours, including Saturday following an observed holiday.

a. The Contractor shall provide the City with at least one (1) separate telephone number which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.

K. CONTRACTOR COMPLAINT PROCEDURE

1. The Contractor shall receive, investigate, and respond to all complaints of unsatisfactory Services within one (1) business day after the complaint is received. Any complaint initially received by the City will be directed to the Contractor's office.

a. Any item filed as a complaint, not properly tagged or reported to the City the following day of scheduled pick up, shall be the responsibility of the Contractor to correct.

b. In the event a complaint is not resolved within one (1) business day, and where no fault can be found on the Resident's part as determined by the City, the City shall have the right to demand an explanation and/or resolution to its satisfaction, which may include a special collection of the Solid Waste, Yard Waste, or Recycling.

i. Where the collection from a household is inadvertently missed on a day preceding a Holiday or weekend, the complaint shall be resolved and Service shall be provided on the next service day.

c. In the event the Contractor disputes a determination made by the City concerning the lack of fault of the Resident, the Contractor may appeal such determination to the City by notifying the City within one (1) business day after such

determination is made. Such notification may initially be made by telephone, but must then be followed-up in writing.

d. The Contractor shall pay to the City reimbursement for all direct costs incurred pertaining to correcting a complaint due to negligence on the part of the Contractor, which Contractor fails to cure in accordance with the Contract..

L. CONTRACTOR PROVISION OF CONTAINERS

1. Contractor shall provide one (1) ninety (96)gallon or one (1) sixty-four (64) gallon wheeled Containers (rotational molded only) for Solid Waste collection to each Residential Unit. The Contractor is also to provide one (1) ninety-six (96) gallon or, where requested by a Resident, one (1) sixty-four (64) gallon wheeled Container for Recycling to each Residential Unit. A third Container (either for Solid Waste collection or Recycling) is available to each Residential Unit upon the Resident's request for such third container.

a. The Containers must conform to ANSI standards and must be approved by the City. The Containers must be a City approved color and will have the name of the Contractor displayed on the side. The Contractor needs to be prepared to offer a smaller sixty-four (64) gallon wheeled Container for both Solid Waste and Recycling upon individual requests. Contractor shall provide the proposed Container company and Container specifications with its Bid.

2. The Contractor shall be responsible for providing and delivering Containers to new Residents, replacing damaged or unusable Containers, which is the result of Contractor's negligence or willful misconduct, at no extra cost. All other Container replacements shall be charged to the City (for City Facilities) or the Resident at the rate set forth in Exhibit A-3, as applicable.

3. The Contractor shall exercise reasonable care not to damage a reusable Container, and to replace the same in an upright position on the sidewalk, curbside, or driveway of the Public Street out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the Contractor upon proof of negligence of its actions.

a. The Contractor shall handle all Containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste, the crews shall immediately clean up the debris.

b. The Contractor shall not be responsible for collecting or cleaning up refuse, recycling, or landscape litter that has blown, fallen, leaked or been scattered from bags, cans, bins or other Containers through no fault of the Contractor.

4. The Contractor shall return all empty Containers at each stop to the general location at which they were found. Empty Containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty Container will block a sidewalk or fall or roll into the street.

M. CONTRACTOR'S COLLECTION AND REPORTING DATA

1. The Contractor shall collect and report to the City a monthly report, which includes the following data:

- Missed pickups
- Container delivery/removal
- Bulky Waste collection
- Environmental incidents

2. The Contractor shall submit to the City the following summary reports on an annual basis:

- Annual tonnage collected for both solid waste and Recyclables

3. The Contractor shall tag and identify any Containers/Container(s) or items exceeding the contracted limit.

4. The Contractor shall use commercially reasonable efforts to notify the City of any changes before they are made, or as soon as possible after any such change, regarding company policies or personnel which materially affect this Contract.

N. CITY RESPONSIBILITIES AND REQUIREMENTS

1. The City shall supply the most current City geographical map possible to the Contractor for route designation and scheduling purposes.

2. The City and Contractor shall develop and mutually agree upon an initial schedule for the Services with designated daily routes indicated. This schedule shall either be a Public Street list or Public Street map indicating on which days a given location is to be collected. The map will indicate all private streets that are not to be used by the Contractor.

O. RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS

1. Location of Containers for Service. Residents shall place Containers close to the curb (or in those areas without curbs, close to the edge of the pavement), to facilitate collection by the Contractor.

2. Residents are responsible for placing Containers in the appropriate Public Street location before 7:00 a.m. on the designated collection day.

3. Resident Separate Disposal. Any Residents wanting to dispose of large quantities of non-containerized refuse, landscape waste, or construction debris shall be allowed to solicit competitive prices for such services from refuse collection contractors and select any contractor.

- a. The Resident shall be solely responsible for full payment for all such services. No such private collection contract shall affect the terms of these Services.

P. NON-DISCRIMINATION

1. The Contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Ind. Code § 22-9-1-10. The Contractor, by submitting a proposal, certifies and agrees that if it is the successful Offeror and is awarded the Contract, the Contractor or any subcontractors, or any other person acting on behalf of the Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of a contract with the City, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, gender-identity, sexual orientation, handicap, disability, national origin, ancestry, or veteran or disabled veteran status. Also, in this regard, the Contractor agrees that the provisions of Ind. Code § 5-16-6-1 are hereby incorporated by reference into these Specifications and Contract Documents as if they were fully set forth herein, and shall be binding upon the Contractor. Breach of this covenant may be regarded as a material breach of Contract.

Q. CONTRACTOR BID, PERFORMANCE BOND REQUIRED

1. The successful Offeror for the Services shall furnish the City with a corporate surety bond from an Indiana financial institution in the total amount of the Bid Price for one (1) year.

2. The corporate surety bond shall be conditioned on the faithful performance of the Services in accordance with these Specifications and Contract Documents.

3. As a condition of awarding the Contract, the successful Offeror must furnish the corporate surety bond at the execution of the Contract. Failure to do so within this time may be interpreted, at the discretion of the City, as failure to perform the obligations set forth in the Contract Documents.

4. The form of the Performance Bond is attached hereto.

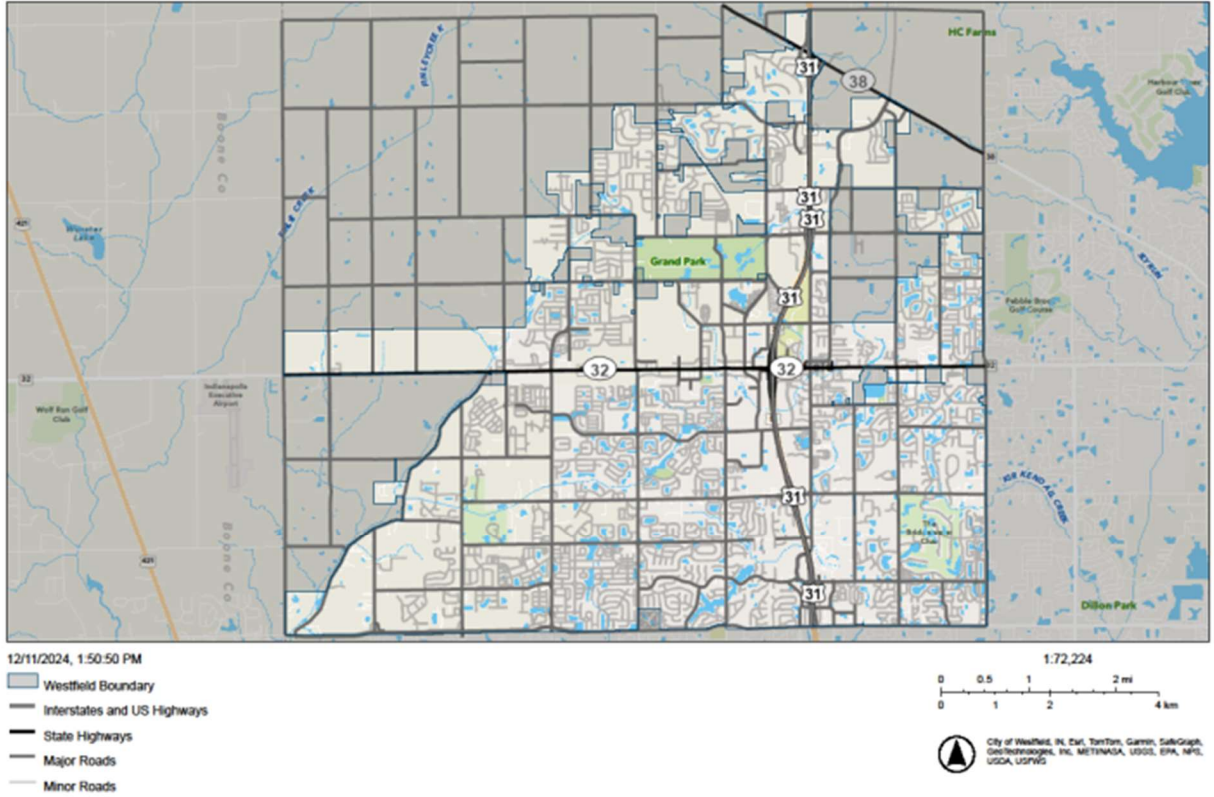
R. REVISED FORM 96

1. Contractor shall submit with its Bid Indiana State Board of Accounts Revised Form 96 with a financial statement, a statement of experience, the Bidder's proposed plans for performing the Services and any equipment the Bidder has available for the performance of the Services.

# EXHIBIT A-1

## CITY OF WESTFIELD MUNICIPAL BOUNDARIES

City of Westfield, Indiana



**EXHIBIT A-2**

CITY FACILITY DISPOSAL NEEDS

<b>Current Services:</b>							
<b>Account</b>	<b>Department</b>	<b>Address</b>	<b>Qty</b>	<b>Size</b>		<b>Waste Stream</b>	<b>Frequency</b>
71N-45832	City Hall	130 Penn Street	4	96	Gallon	RECYCLE	1
71E-4698	WPDD	2706 E 171st Street	2	20	Yard	TRASH	On Call
71E-4698	WPDD	2706 E 171st Street	1	20	Yard	METAL	On Call
71E-4698	WPDD	2706 E 171st Street	1	15	Yard	CONCRETE	On Call
71E-5810	WPDD	2706 E 171st Street	1	30	Yard	GRN WASTE	On Call
71E-4241	WPDD	2706 E 171st Street	1	10	Yard	TRASH	2
71E-4241	WPDD	2706 E 171st Street	1	8	Yard	RECYCLE	1
71N-45755	Safety Building	17535 Dartown Road	1	8	Yard	TRASH	1
71N-45830	Safety Building	17535 Dartown Road	2	96	Gallon	RECYCLE	1
71N-86635	Fire Station #81	17001 Ditch Road	1	8	Yard	TRASH	2
71N-86635	Fire Station #81	17001 Ditch Road	2	96	Gallon	RECYCLE	1
71E-4092	Fire Station #82	1920 E 151st Street	1	2	Yard	TRASH	1
71N-45845	Fire Station #82	1920 E 151st Street	1	96	Gallon	RECYCLE	1
71N-4093	Fire Station #83	17944 Grassy Branch Road	1	2	Yard	TRASH	1
71N-45837	Fire Station #83	17944 Grassy Branch Road	1	96	Gallon	RECYCLE	1

Special Events----

Disposable trash collection containers (“Event Boxes”) (up to 40) and disposable Recycling collection containers (up to 40) annually for City events. The City shall provide two (2) weeks written notice requesting the Event Boxes.

**Exhibit A-3**

**Rate Schedules**

Service Schedule and Pricing for Residential Pickup

Service Schedule	# of Homes	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Weekly MSW - Weekly Recycling	26,600	\$16.45	\$17.11	\$17.79	\$18.50	\$19.24	\$20.01
<b>Total Annually</b>		<b>\$5,250,840.00</b>	<b>\$5,460,873.60</b>	<b>\$5,679,308.54</b>	<b>\$5,906,480.89</b>	<b>\$6,142,740.12</b>	<b>\$6,388,449.73</b>

**Additional Containers:** Maximum of three (3) Containers per residential unit included in the unit rate. Any Residential Unit which orders additional Containers beyond the third Container will be charged monthly at 80% of the monthly price per Container per Residential Unit set forth above.

City Services

									ANNUAL					
Department	Address	Qty	Size	Waste Stream	Frequency	Type	Per Unit	Monthly YR 1	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
City Hall	130 Penn Street	4	96 Gallon	RECYCLE	1	RES	\$ 7.00	\$ 28.00	\$ 336.00	\$ 349.44	\$ 363.42	\$ 377.95	\$ 393.07	\$ 408.80
Safety Building	17535 Dartown Road	2	96 Gallon	RECYCLE	1	RES	\$ 7.00	\$ 14.00	\$ 168.00	\$ 174.72	\$ 181.71	\$ 188.98	\$ 196.54	\$ 204.40
Fire Station #81	17001 Ditch Road	2	96 Gallon	RECYCLE	1	RES	\$ 7.00	\$ 14.00	\$ 168.00	\$ 174.72	\$ 181.71	\$ 188.98	\$ 196.54	\$ 204.40
Fire Station #82	1920 E 151st Street	1	96 Gallon	RECYCLE	1	RES	\$ 7.00	\$ 7.00	\$ 84.00	\$ 87.36	\$ 90.85	\$ 94.49	\$ 98.27	\$ 102.20
Fire Station #83	17944 Grassy Branch	1	96 Gallon	RECYCLE	1	RES	\$ 7.00	\$ 7.00	\$ 84.00	\$ 87.36	\$ 90.85	\$ 94.49	\$ 98.27	\$ 102.20
<b>TOTAL</b>								<b>\$ 70.00</b>	<b>\$ 840.00</b>	<b>\$ 873.60</b>	<b>\$ 908.54</b>	<b>\$ 944.89</b>	<b>\$ 982.68</b>	<b>\$ 1,021.99</b>
									ANNUAL					
Department	Address	Qty	Size	Waste Stream	Frequency	Type	Per Unit	Monthly YR 1	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
WPDD	2706 E 171st Street	1	10 Yard	TRASH	2	CM	\$ 4.06	\$ 351.60	\$ 4,219.15	\$ 4,387.92	\$ 4,563.43	\$ 4,745.97	\$ 4,935.81	\$ 5,133.24
WPDD	2706 E 171st Street	1	8 Yard	RECYCLE	1	CM	\$ 4.06	\$ 140.64	\$ 1,687.66	\$ 1,755.17	\$ 1,825.37	\$ 1,898.39	\$ 1,974.32	\$ 2,053.30
Safety Building	17535 Dartown Road	1	8 Yard	TRASH	1	CM	\$ 4.06	\$ 140.64	\$ 1,687.66	\$ 1,755.17	\$ 1,825.37	\$ 1,898.39	\$ 1,974.32	\$ 2,053.30
Fire Station #81	17001 Ditch Road	1	8 Yard	TRASH	2	CM	\$ 4.06	\$ 281.28	\$ 3,375.32	\$ 3,510.33	\$ 3,650.75	\$ 3,796.78	\$ 3,948.65	\$ 4,106.59
Fire Station #82	1920 E 151st Street	1	2 Yard	TRASH	1	CM	\$ 4.06	\$ 35.16	\$ 421.92	\$ 438.79	\$ 456.34	\$ 474.60	\$ 493.58	\$ 513.32
Fire Station #83	17944 Grassy Branch	1	2 Yard	TRASH	1	CM	\$ 4.06	\$ 35.16	\$ 421.92	\$ 438.79	\$ 456.34	\$ 474.60	\$ 493.58	\$ 513.32
<b>TOTAL</b>								<b>\$ 984.47</b>	<b>\$ 11,813.63</b>	<b>\$ 12,286.17</b>	<b>\$ 12,777.62</b>	<b>\$ 13,288.72</b>	<b>\$ 13,820.27</b>	<b>\$ 14,373.08</b>

City Services Roll Off

Department	Address	Qty	Size	Waste Stream	Frequency	Type	Per Haul	Per Ton	Per Yard	
WPDD	2706 E 171st St	2	20 Yard	TRASH	On Call	RO	\$ 288.00	\$ 46.20	\$ -	
WPDD	2707 E 171st St	1	20 Yard	METAL	On Call	RO	\$ 288.00	\$ -	\$ -	
WPDD	2708 E 171st St	1	15 Yard	CONCRETE	On Call	RO	\$ 288.00	\$ -	\$ 8.95	
WPDD	2709 E 171st St	1	30 Yard	GRN WASTE *	On Call	RO	\$ 498.00	\$ -	\$ -	
							* Includes \$210/load disposal cost			

**Minimum Load Charge:** Loads under three (3) tons will be billed at a three-ton minimum. Per-ton and per-haul rates are subject to a 4% annual price index (PI) adjustment.

Spring and Fall Clean Ups, Includes 4% PI every year

Residential Drop Off:						
Department	Qty	Size	trear	Type	Per Haul	Per Ton
Spring event	10	30 YD	MSW	RO	\$ 288.00	\$ 46.20
Spring event	10	30 YD	MSW	RO	\$ 288.00	\$ 46.20
Fall event 1	10	30 YD	MSW	RO	\$ 288.00	\$ 46.20
Fall event 2	10	30 YD	MSW	RO	\$ 288.00	\$ 46.20
					estimated 22 hauls per event	

**Minimum Load Charge:** Loads under three (3) tons will be billed at a three-ton minimum. Per-ton and per-haul rates are subject to a 4% annual price index (PI) adjustment.

**Schedule Ancillary Charges:**

On-Demand Charges	Price
Delivery	\$225
Trip (RO Only)	\$350.00
Relocate	\$350.00
Dig Out (RO Only)	\$150.00
Contamination	\$65/ton
Clean up	\$100
Overage	\$225

**Yard Waste Pricing Schedule:**

The unit price for Year 1 shall be \$46.73 per household, billed as an annual one-time subscription fee beginning in Year 1. For each subsequent year, the unit price shall increase by 4% annually, as outlined in the contract schedule. This price includes seasonal yard waste collection during March through May and October through December, with up to 20 bags per scheduled pickup, as well as one Christmas tree collection per household each season. Residents who do not subscribe may place Yard Waste inside their regular trash Container, provided the lid closes completely; however, yard waste outside the Container will only be collected for subscribers.

YR	Price
Year 1	\$46.73
Year 2	\$48.60
Year 3	\$50.55
Year 4	\$52.57
Year 5	\$54.67
Year 6	\$56.86

**Bulk Schedule:**

The unit price shall be **\$30.00 per item** for Year 1. For each subsequent year, the price shall increase by four percent (4%) annually as follows. All bulk must be pre-scheduled:

YR	Price
Year 1	\$30.00
Year 2	\$31.20
Year 3	\$32.45
Year 4	\$33.75
Year 5	\$35.10
Year 6	\$36.51

**Special Needs Services**

The price for special need services shall start at \$50 for Year 1. For each subsequent year the price shall increase by (4%) annually as follows:

YR	Price
Year 1	\$50.00
Year 2	\$52.00
Year 3	\$54.08
Year 4	\$56.24
Year 5	\$58.49
Year 6	\$60.83

**EXHIBIT A-4: SINGLE STREAM SPECIFICATIONS**

**Recyclable Materials** must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Old, corrugated containers and uncoated cardboard including moving boxes and pizza boxes
Glass food and beverage containers (any color)	PET bottles with symbol #1 (screw tops only)
HDPE plastic bottles and containers with the symbol #2 such as milk jugs, detergent containers, and shampoo bottles	PP plastic bottles and containers with symbol #5 such as yogurt containers and syrup bottles
Magazines, glossy inserts, and pamphlets	Steel and tin cans
Mail	Uncoated paperboard such as cereal, food and snack boxes
Newspaper	Uncoated printing, writing and office paper

**Non-Recyclable Materials** include but are not limited to the following:

Any Recyclables less than four inches in size in any dimension	Light bulbs
Batteries	Microwavable trays
Coated cardboard	Mirrors, windows, and auto glass
Coat hangers	Napkins and tissue, as well as paper towel, plates, and cups
Construction debris	Needles, syringes, IV bags and other medical supplies
Excluded Materials or containers which contain(ed) Excluded Materials	Plastic bags and bagged materials
Expanded polystyrene	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics such as utensils

Flexible plastic or film packaging and multi-laminated materials	Porcelain and ceramics
Food waste and liquids and/or containers of such items	Propane tanks and fuel cannisters
Glass and metal cookware and bakeware	Soiled paper including paper plates and cups
Hoses, cords, and wires	Textiles, cloth, or any fabric such as bedding, pillows and sheets
Household appliances and electronics	Yard waste and wood

**Delivery Specifications.**

Material delivered by or on behalf of the City may not contain Non-Recyclables or Excluded Materials. Recyclable Materials specifically exclude, and the City agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").

**EXHIBIT A-5: BULK GUIDELINES**

Below are examples of **acceptable items** with preparation guidelines where applicable.

<b>Item</b>	<b>Details</b>
Basketball Hoops	Poles must be cut into sections under four feet.
Bathtubs	No larger than four-foot sections.
Bed Frames	If upholstered, must be wrapped in plastic. WM suggests mattress bags (available at moving stores) or plastic painting drop cloths sealed with duct tape (available at home improvement stores).
Box Springs	Must be wrapped in plastic.
Cabinets	Each cabinet counts as one bulk item.
Cardboard	Boxes must be flattened and tied into bundles no larger than four feet and no heavier than 50 pounds.
Carpet & Padding	Must be rolled and tied with tape or string into bundles no longer than four feet and no heavier than 50 pounds. Four bundles equal one bulk item.
Children’s Toys	Includes Big Wheels, bicycles, and doll houses.
Exercise Equipment	Must be cut into four-foot sections.
Grills	Gas grills must have fuel tank removed prior to disposal.
Hot Tubs	Must be cut into a minimum of four sections within the standard weight limit.
Indoor Furniture	If upholstered, must be wrapped in plastic. Two dining room, kitchen, or patio chairs equal one bulk item. Each piece of a sectional couch equals one item.
Lawn Mowers	Must be drained of all oil and gas. Riding mowers are not accepted.
Mattresses	Must be wrapped in plastic.
Miscellaneous Household Items	Includes infant and toddler car seats, interior doors, pool filters, sinks, vacuum cleaners, washers and dryers, and wheelbarrows.

Outdoor Furniture	Two chairs equal one bulk item, and one chaise lounge equals one bulk item. Cushions must be wrapped in plastic. Umbrellas must be collapsed and broken down into sections of four feet or less, if possible, and under 50 pounds per section; umbrella and base are separate items.
Paint Cans & Containers	Up to seven cans equal a single bulk item, and every seven cans thereafter would be considered an additional item. A small number (~2-3) of cans may be placed inside the toter to be taken as regular trash. Regardless of the method of disposal, all paint must be solidified and dried using an absorbent material such as sand or kitty litter.
Pallets	Must be broken down and bundled with no nails sticking out.
Pianos	Must be cut into a minimum of four sections within the standard weight limit.
Pool Liners or Panels	Must be bundled in sections no longer than four feet and no heavier than 50 pounds. Two bundles equal one bulk item.
Refrigerators	Must remove doors and drain Freon.
Shower Enclosures	Must not be heavier than 50-pound sections.
Small Appliances	Includes microwaves, toaster ovens and the like. Items that can fit in Container should be placed in Container.
Storm Doors	Must have glass removed and placed in a hard container or small, well-taped box marked "broken glass".
Swing Sets	Must be cut into four-foot sections.
Toilets	Must be empty with tank detached from bowl.
Windows	Must have glass removed and placed in a hard container or small, well-taped box marked "broken glass". Must be less than 50 pounds of glass per window.

Below are examples of **non-acceptable items**. Please note this list is not all-inclusive.

Any Freon-based item that has not been properly drained (refrigerators, freezers, air conditioners, etc.)	Manure
Antifreeze	Oil and gas
Automotive parts	Pesticides, insecticides, and similar substances
Batteries	Propane tanks
Bricks, dirt, gravel, rocks, sod, and stones	Riding lawn mowers
Concrete and cement, as well as any attached items	Roofing shingles
Construction and demolition material	Tires
Hazardous waste	Tree stumps



**EXHIBIT B**

**AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS**

**FINAL**                       **PARTIAL**                       **PAYMENT TO FOLLOW**

CITY: City of Westfield

PROJECT: Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

CONTRACTOR:

CONTRACT DATE:

\_\_\_\_\_ being duly sworn states that he or she is the  
\_\_\_\_\_ of CONTRACTOR, which was awarded Contract No.  
\_\_\_\_\_ with the City in accordance with the Contract terms and conditions to install and/or furnish certain materials and labor as follows: weekly pick-up of containerized household Solid Waste and bagged Yard Waste from all eligible Residential Units within the corporate limits of the City. Such program includes weekly curbside commingled Recycling from all eligible Residential Units. In addition, the services include Solid Waste and Recycling collection and disposal for designated City Facilities ("Services"), DOES HEREBY STATE, WARRANT AND REPRESENT ON BEHALF OF THE CONTRACTOR the following:

**PARTIAL WAIVER** That the balance due from the City is the sum of (\$ \_\_\_\_\_).

Receipt of which is hereby acknowledged; or

Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS and which is given to and for said amount effective upon receipt of such payment.

**FINAL WAIVER** That the final balance due from the City is the sum of (\$ \_\_\_\_\_).

Receipt of which is hereby acknowledged; or

Payment of which has been promised as the sole consideration for this AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS which is given to and for said amount effective upon receipt of such payment.

THEREFORE, through the date hereof, Contractor waives and releases the City of all liens or claims, including, but not limited to, claims for materials, equipment, labor, superintendence and other services performed or furnished by Contractor and further affirms that no other party has any claim or right to lien on account of any materials, equipment, labor, and other services performed or furnished to or for Contractor for the Services. Contractor agrees to indemnify, defend and hold the City harmless, including costs and attorneys' fees, from and against any and all claims or liens for any subcontractors, materials, suppliers, equipment or labor furnished for, in connection with or incorporated into the Services by, through or under Contractor through the date hereof. This Affidavit and Waiver of Liens is

given to induce City to pay the amount indicated above. Contractor represents that all employees, subcontractors or materialmen have been paid or will be paid from these funds.

That through the date hereof, all Affidavits and Waiver of Liens and Claims are true, correct and unconditional and that there is no claim either legal or equitable to defeat the validity of said Affidavits and Waiver of Liens and Claims. That the following are the names of all parties who have furnished material or labor, or both, for said Services and all parties having contracts or subcontracts for specific portions of said Services or for material used in the performance thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said Services according to Specifications:

1 CONTRACTOR	2 TYPE OF WORK	3 AMOUNT OF CONTRACT	4 TOTAL RETAINED	5 NET PREVIOUSLY PAID	6 NET AMOUNT THIS PAYMENT	7 BALANCE TO BECOME DUE

TOTAL

This instrument has been executed as of the \_\_\_\_ day of \_\_\_\_\_, 202 .

CONTRACTOR: \_\_\_\_\_

By: Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF INDIANA

COUNTY OF

Sworn to and subscribed before me the undersigned authority on this \_\_\_\_ day of \_\_\_\_\_, 202

Notary Public, State of \_\_\_\_\_

Printed Name of Notary \_\_\_\_\_

[ SEAL ]

My Commission Expires: \_\_\_\_\_

**EXHIBIT C**  
**CHANGE ORDER**

Change Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Services: \_\_\_\_\_

Contractor: \_\_\_\_\_

The following changes are hereby made to the Contract:

Description of Change in Service: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Justification: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Original Contract Sum: \$ \_\_\_\_\_

Previous Changes to Contract Sum: \$ \_\_\_\_\_

Current Contract Sum adjusted by previous Change Order(s): \$ \_\_\_\_\_

The Contract Sum due to this Change Order will be (increased)(decreased) by: \$ \_\_\_\_\_

**The new Contract Sum including this Change Order will be:** \$ \_\_\_\_\_

Change to Contract Term: \_\_\_\_\_

The Contract Term will be (increased)(decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_.

Requested by: \_\_\_\_\_.

Date Requested: \_\_\_\_\_

Recommended by: \_\_\_\_\_.

Date Recommended: \_\_\_\_\_

Accepted by: \_\_\_\_\_.

Date Accepted: \_\_\_\_\_

Approved by: \_\_\_\_\_.

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

(Name and Title)

**EXHIBIT D**  
**E-VERIFY AFFIDAVIT**

Pursuant to Ind. Code § 22-5-1.7-11, \_\_\_\_\_, by entering into a contract with the City of Westfield, is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. \_\_\_\_\_ is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

By executing below, the undersigned (being duly sworn) deposes and affirms that \_\_\_\_\_ does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into a Contract with City of Westfield (if selected pursuant to the RFP), \_\_\_\_\_ will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Offeror): \_\_\_\_\_

By (Written Signature) \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

*Important – Notary Signature and Seal Required in the Space Below*

STATE OF

COUNTY OF

SS:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20

My commission expires: \_\_\_\_\_ (Signed): \_\_\_\_\_

Residing in \_\_\_\_\_ County, State \_\_\_\_\_

**PERFORMANCE BOND**

CONTRACTOR/PRINCIPAL (Name and Address):  
SURETY (Name and Address of Contractor Place of Business):  
CITY City of Westfield, Indiana.  
CONTRACT: Contract Between City of Westfield, Indiana and Contractor-  
Residential Waste, Yard Waste, Recycling, Collection and  
Disposal Contract.  
Date:

BOND

Bond Number:  
Date: (Not earlier than Contract date):  
Penal Sum (100% of Contract Sum for one (1) year): \$ \_\_\_\_\_

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

“Contractor” “Surety”  
Company: \_\_\_\_\_ Company: \_\_\_\_\_  
Signature: \_\_\_\_\_ By: \_\_\_\_\_  
Printed: \_\_\_\_\_ Printed: \_\_\_\_\_  
Title: \_\_\_\_\_ Counter- signed: \_\_\_\_\_

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, including interest at the maximum legal rate from date of

demand and any attorneys' fees and court costs incurred by City to enforce this instrument for the performance of the Contract, which is incorporated herein by reference.

2. If the Contractor performs the Contract, whether during the original term, and any extensions which may be granted by the City, with or without notice to the Surety, and during any period of guaranty or warranty provided therein, and if Contractor shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify, defend and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense, including attorneys' fees, which the City may incur in making good any default, then the Surety and the Contractor shall have no obligation under this Bond; otherwise to remain in full force and effect.

3. The Surety's obligation under this Bond shall arise after:

3.1 The City provides notice to the Contractor and the Surety that the City is considering declaring a Contractor Default. Such notice shall indicate whether the City is requesting a conference among the City, Contractor and Surety to discuss the Contractor's performance. If the City does not request a conference, the Surety may, within seven (7) calendar days after receipt of the City's notice, request such a conference. If the Surety timely requests a conference, the City shall attend. Unless the City agrees otherwise, any conference requested shall be held within seven (7) calendar days of the Surety's receipt of the City's notice. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default;

3.2 The City declares a Contractor Default, terminates the Contract and notifies the Surety; and

3.3 The City has agreed to pay the balance of the Contract Sum in accordance with the terms of the Contract to the Surety or to a contractor selected to perform the Contract.

4. Failure on the part of the City to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. The Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the prior consent of the City, to perform and complete the Contract;

5.2 Undertake to perform and complete the Contract itself, through its agents or independent contractors; or

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the City and a contractor selected with the City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the

bonds issued on the Contract, and pay to the City the amount of damages, including attorneys' fees in excess of the balance of the Contract Sum incurred by the City as a result of the Contractor Default.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the City shall not be greater than those of the Contractor under the Contract, and the responsibilities of the City to the Surety shall not be greater than those of the City under the Contract. Subject to the commitment by the City to pay the balance of the Contract Sum, the Surety is obligated, without duplication, for

7.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

7.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or any combination of both liquidated and actual damages.

8. The Surety shall not be liable to the City or others for obligations of the Contractor that are unrelated to the Contract, and the balance of the Contract Sum shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the City or its heirs, executors, administrators, successors and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

[END OF DOCUMENT]

**NOTICE TO PROCEED**

Dated \_\_\_\_\_, 2025

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SERVICES: \_\_\_\_\_

CITY'S CONTRACT NO.: \_\_\_\_\_

CONTRACT FOR: City of Westfield, Indiana, Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

You are notified that the Contract Term under the above Contract will commence to run on January 1, 2026. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract, the date of completion is December 31, 2031.

Before you may start Services, the Contract provides that you must deliver to the City Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Services at the site, you must:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(CITY)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

# CITY OF WESTFIELD

## HAMILTON COUNTY, INDIANA

ROUNDBOUT CONSTRUCTION AT 181st STREET AND GRAND PARK BOULEVARD  
IN SECTIONS 35 AND 36, T-19-N, R-3-E, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA



APPROVED BY CITY OF WESTFIELD, INDIANA

JOHNATHON NAIL, P.E., DIRECTOR OF PUBLIC WORKS

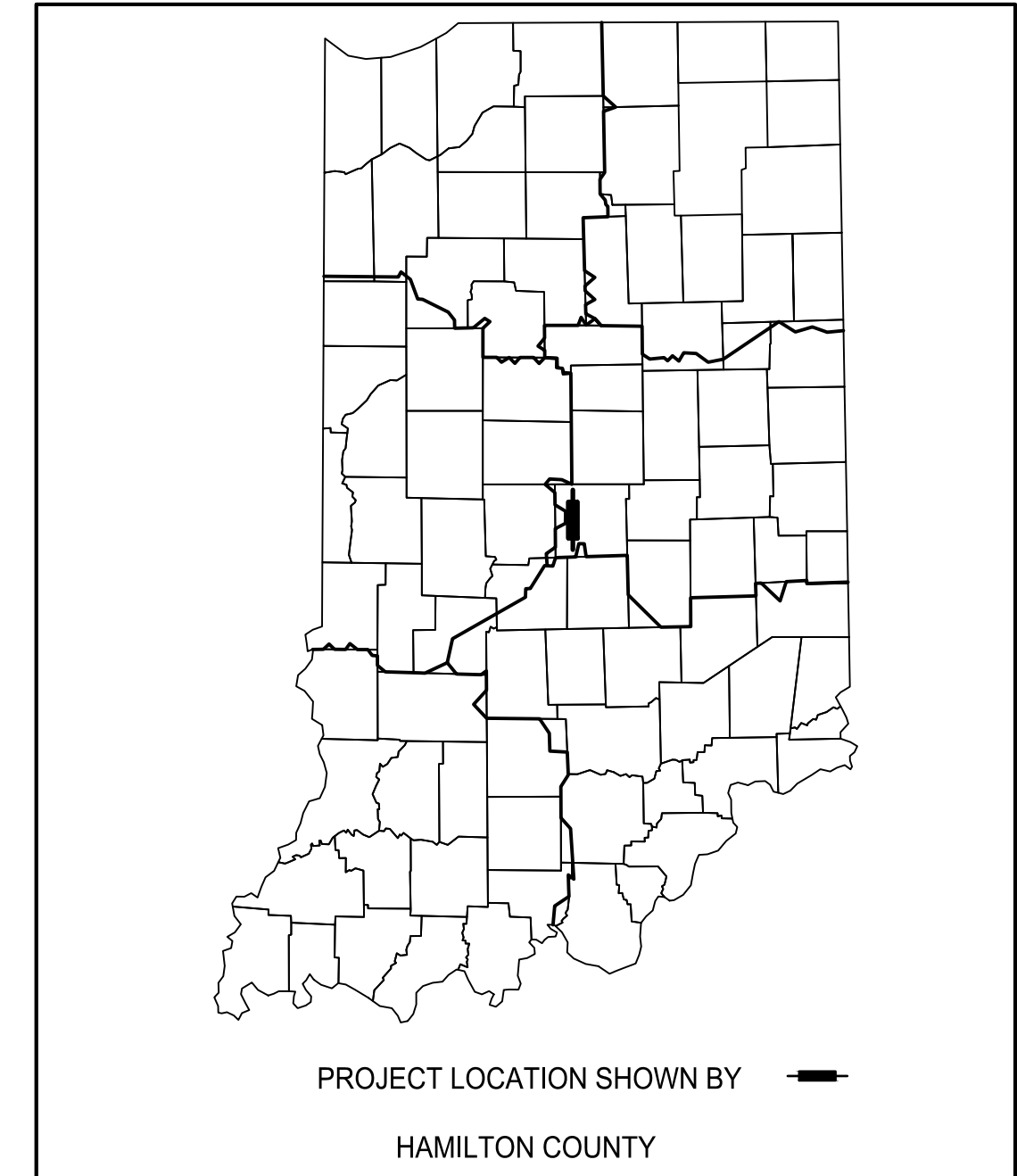
MICHAEL PEARCE, P.E., CITY ENGINEER

BOARD OF PUBLIC WORKS AND SAFETY

SCOTT WILLIS, MAYOR

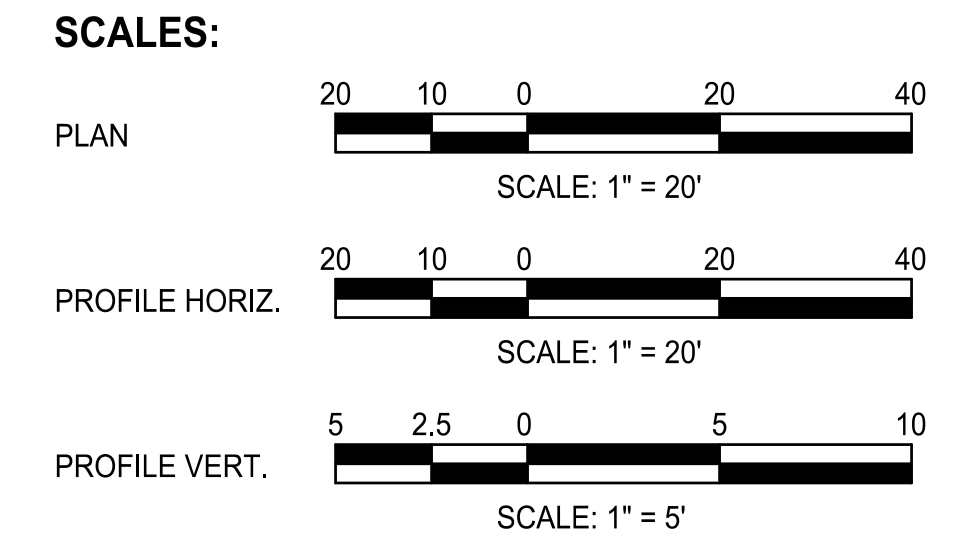
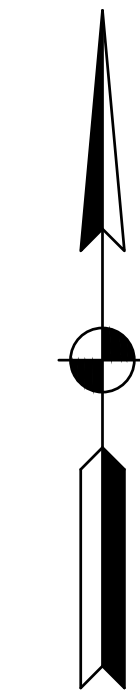
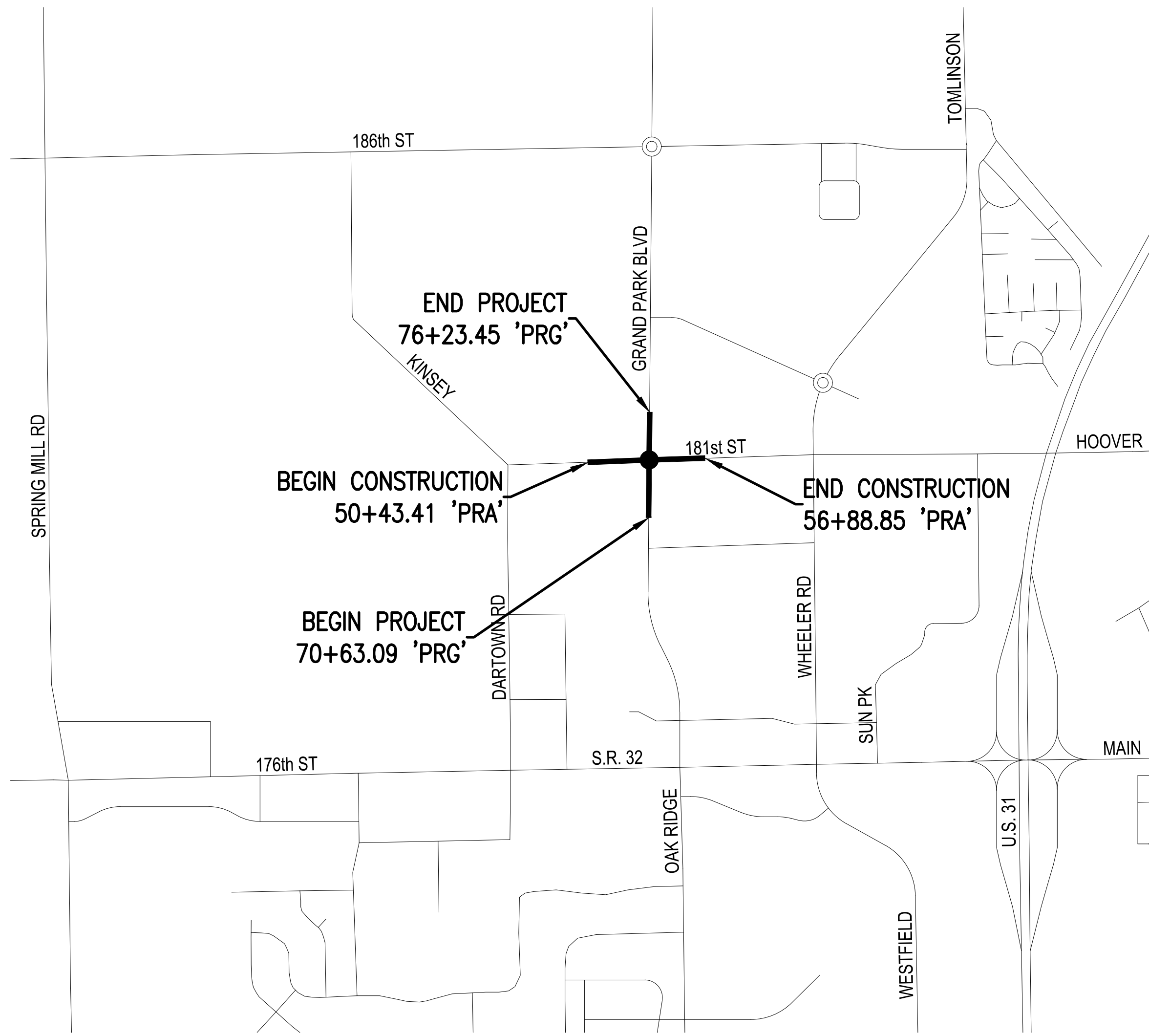
NICK BARBKNECHT, MEMBER

CHUCK LEHMAN, MEMBER



LATITUDE 40°02'59.54" N LONGITUDE 86°08'48.50" W

TOTAL LENGTH: .228 MI.  
MAX. GRADE: 2.75 %



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

**LOCATION MAP**  
City of Westfield  
NOT TO SCALE

	 CERTIFIED BY: REGISTERED PROFESSIONAL ENGINEER STATE OF INDIANA NO. 10910445 12-10-2025
	 CERTIFIED BY: REGISTERED PROFESSIONAL ENGINEER STATE OF INDIANA NO. 60900360 COVERING LIGHTING DESIGN 12-10-2025



138 NORTH DELAWARE STREET  
INDIANAPOLIS, INDIANA 46204  
PHONE: 317-633-4120  
WWW.DLZ.COM

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED 2026 AND CITY OF WESTFIELD CONSTRUCTION STANDARDS AND SPECIFICATIONS DATED MARCH 2019 TO BE USED WITH THESE PLANS, UNLESS OTHERWISE NOTED IN PROJECT PLANS OR SPECIFICATIONS.

SHEETS		
1	OF	42
PROJECT NUMBER		
2463.2027.90		

Date: Dec 10, 2025, 3:09pm User: DLZ User: DLZ File: A:\Projects\2024\2463.2027.90 Westfield\181st & Grand Park 2463.2027.90.dwg Model: 181st\_Plan\_Sat



December 17, 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:

- Atwater Development, LLC, Atwater, Section 3, Bond #LICX1987271, \$482,504.00, Storm Sewer
- Atwater Development, LLC, Atwater, Section 3, Bond #LICX1987270, \$164,532.00, Sidewalks
- Atwater Development, LLC, Atwater, Section 3, Bond #LICX1987269, \$34,159.00, , ROW Improvements
- Atwater Development, LLC, Atwater, Section 3, Bond #LICX1987268, \$1,127,857.00, Road, Curb, Trail
- Epcon Cielo Ranch, LLC, The Courtyards of Cielo Ranch, Section 2, Bond #2371730, \$426,448.77, Road & Street Paving, & Curb Installation
- Epcon Cielo Ranch, LLC, The Courtyards of Cielo Ranch, Section 2, Bond #2371733, \$571,083.94, Storm Sewers
- Epcon Cielo Ranch, LLC, The Courtyards of Cielo Ranch, Section 2, Bond #2371731, \$71,340.72, Common Area Sidewalks
- Epcon Cielo Ranch, LLC, The Courtyards of Cielo Ranch, Section 2, Bond #2371732, \$36,606.35, 8' Path to Monon Trail Installation

### **Performance Bond Release**

- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 8, Bond & Rider #800176774, \$58,567.10, Paving Emergency Access Drive
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 8, Bond & Rider #800176773, \$382,328.30, Local Streets
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 8,

- Bond & Rider #800176772, \$44,736.12, Curbs
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 8, Bond & Rider #800176771, \$490,841.45, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 8, Bond & Rider #800176770, 19,047.60, Paths
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 8, Bond & Rider #800176769, \$30,418.30, Common Area Sidewalk
- Design & Build Corporation, Vision Properties, Bond & Rider #B0371043, \$6,779.00, Erosion Control
- Herron Holdings, LLC, Urban Apples, Bond #100000164, \$511,442.67, Sitework, Trail, Erosion Control & ROW

### **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:

- E&B Paving, LLC, Kimblewick, Section 8, Bond #30263151, \$45,994.30, Local Streets, Path, & Emergency Access Drive
- Snider Group, Inc., Kimblewick, Section 8, Bond #B3311468, \$49,085.00, Storm Sewers
- Conco Curbs & Paving, LLC, Kimblewick, Section 8, Bond #B3325535, \$3,041.83, Common Area Sidewalks
- Conco Curbs & Paving, LLC, Kimblewick, Section 8, Bond #B3325536, \$4,473.61, Concrete Curbs
- Herron Holdings, LLC, Urban Apples, Bond #100000164, \$54,623.60, Sitework, ROW, Trail, & Erosion Control

### **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:

- Grand Communities, LLC, Villages of Oak Manor, Section 2B, Bond #CMS0341710, \$686.40, Common Sidewalks
- Grand Communities, LLC, Villages of Oak Manor, Section 2B, Bond #CMS0341711, \$8,095.56, Storm Sewers
- Grand Communities, LLC, Villages of Oak Manor, Section 2B, Bond #CMS0341712, \$408.43, Street Lights & Signage
- Grand Communities, LLC, Villages of Oak Manor, Section 2B, Bond #CMS0341709, \$3,383.40, Erosion Control
- Grand Communities, LLC, Villages of Oak Manor, Section 4B, Bond #0226182, \$750.00, Completion of the Path w/Concrete Apron & Slot Drain
- Weihe Construction, Inc., Belle Crest, Bond #7901115399, \$63,280.00, Storm Sewer System, including Manhole, Structures, Concrete Pipe & SSD

- E&B Paving, LLC, Belle Crest, Bond #30172432, \$29,864.36, Asphalt & Stone on Internal Streets, A&D Lanes, & Passing Blister on Shady Nook Road; Trail along Shady Nook Road
- Weihe Construction, Inc., Belle Crest, Bond #7901115398, \$5,449.00, Concrete Curbs
- Weihe Construction, Inc., Belle Crest, Bond #7901115400, \$5,063.00, Sidewalk
- Chick-fil-A, Inc. Bond #016234650, \$9,486.50, Streets, Curbs, Sidewalk, Storm, & Erosion Control

### **Letter of Credit**

The Westfield Public Works Department is recommending that the Board of Public Works & Safety release the following Letter of Credit for the requested developments:

- Belle Crest, Inc., LOC #8029319897, \$7,256.25, Erosion Control

### **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



**City of Westfield Fire Department  
Board of Public Works & Safety Report  
November 2025 Report**

Contact: Fire Chief

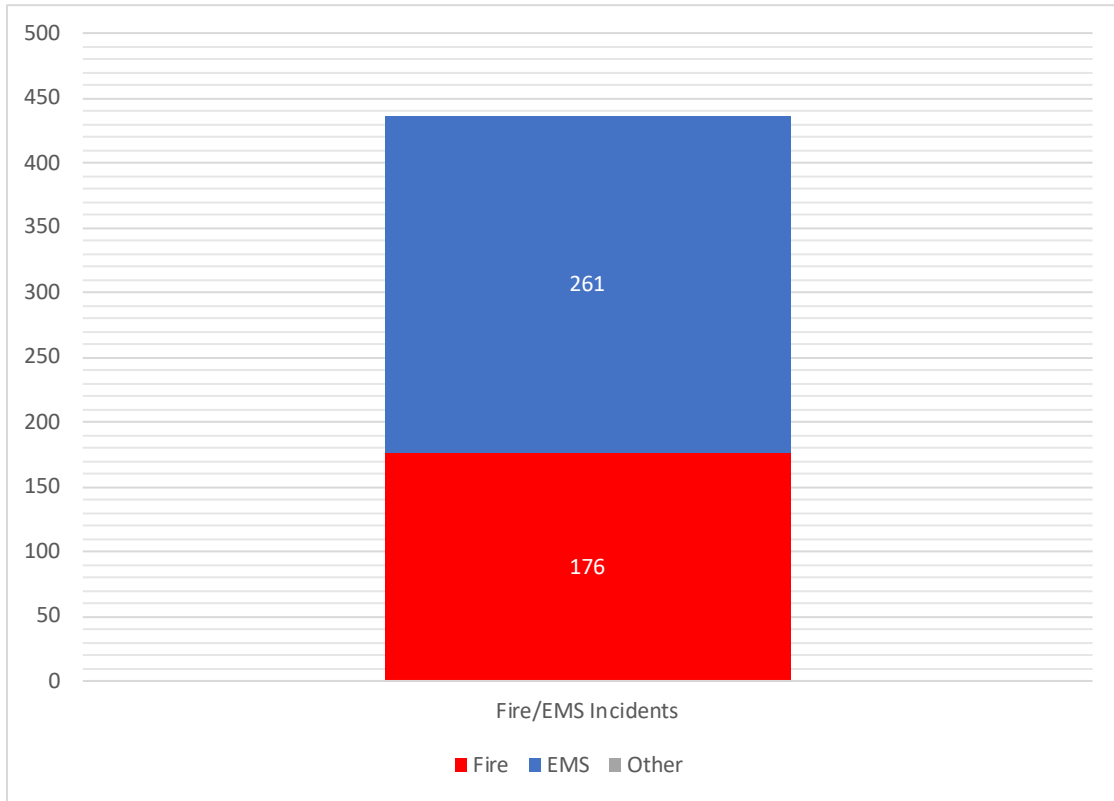
Rob Gaylor

Or Nikki Hartman

804-3304



## Westfield Fire November 2025 Incident Statistics

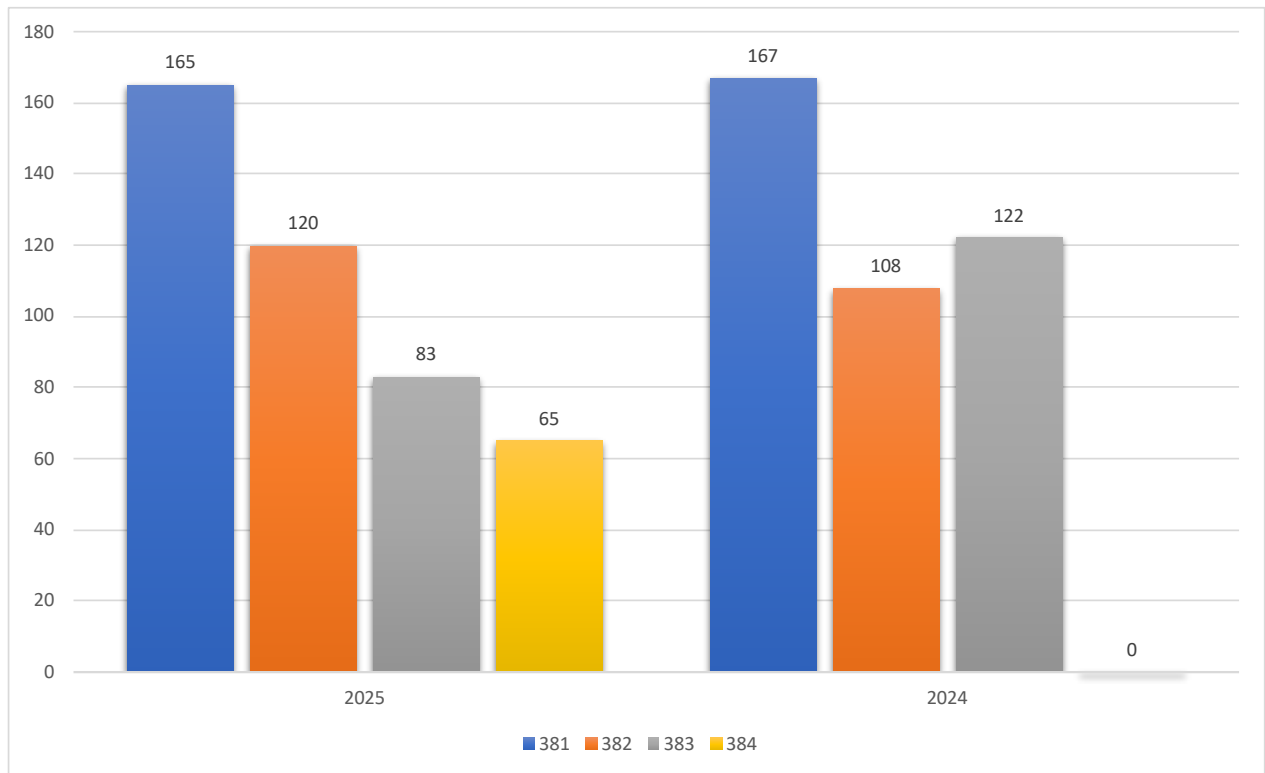


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	261	60%
Fire	176	40%
Other	0	0%
<b>Total:</b>	<b>437</b>	

Average 15.07 responses per day. Average turnout time 1:12. And a total of 1023 apparatus response.



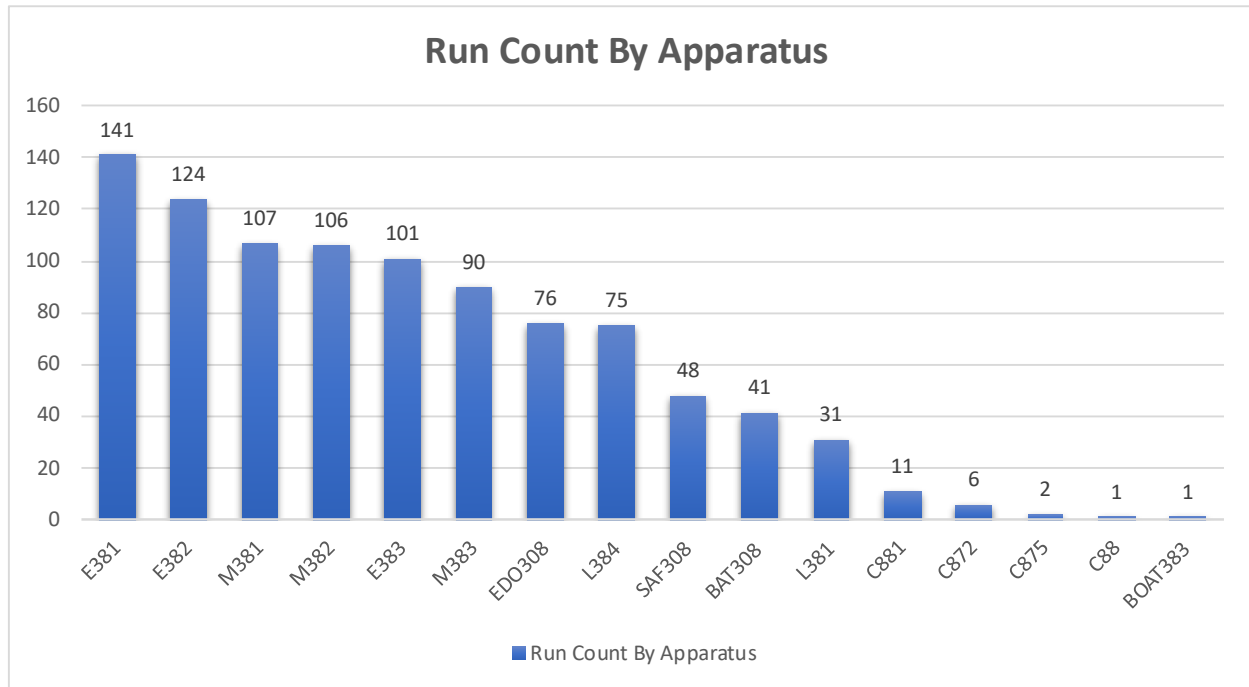
## Westfield Fire November 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	165	167	-2	-1%
382	120	108	12	10%
383	83	122	-39	-47%
384	65	0	65	100%
Unknown	3	1	2	
<b>Total:</b>	<b>436</b>	<b>398</b>	<b>38</b>	<b>8.72%</b>

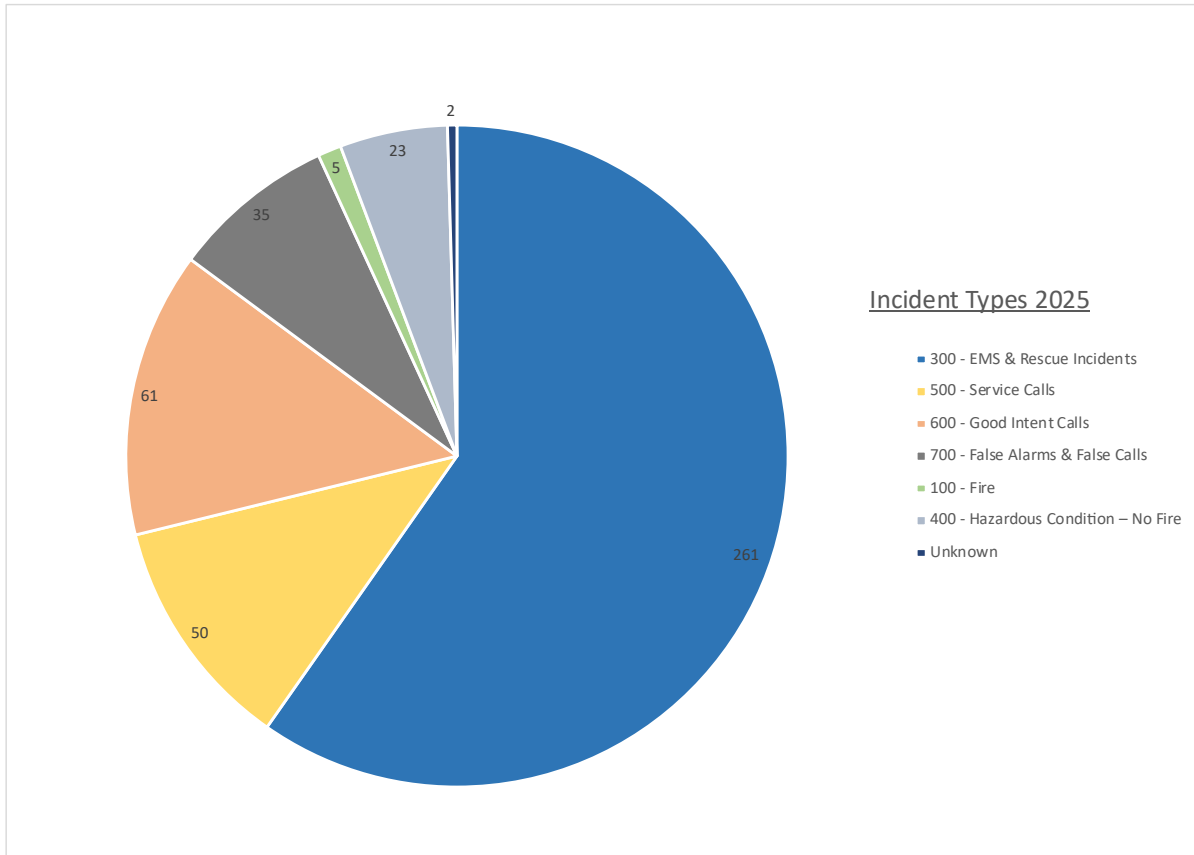


## Westfield Fire November 2025 Incident Statistics





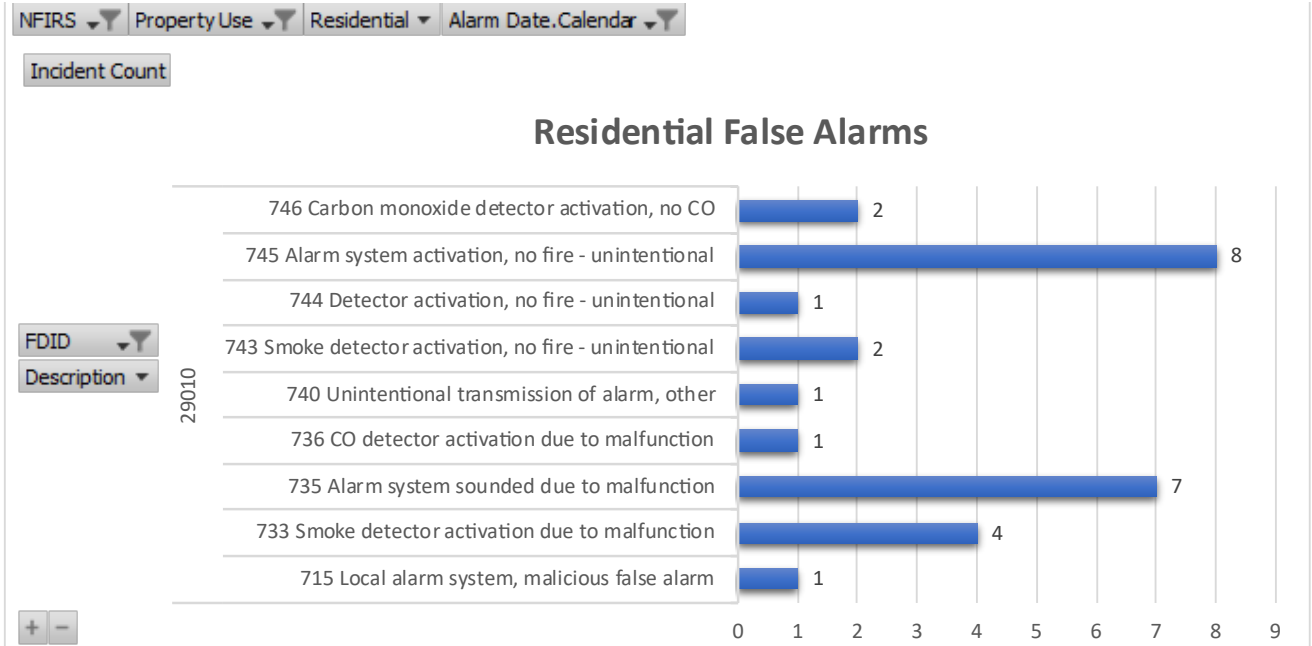
## Westfield Fire November 2025 Incident Statistics



Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	261	60%
500 - Service Calls	50	11%
600 - Good Intent Calls	61	14%
700 - False Alarms & False Calls	35	8%
100 - Fire	5	1%
400 - Hazardous Condition – No Fire	23	5%
Unknown	2	0%



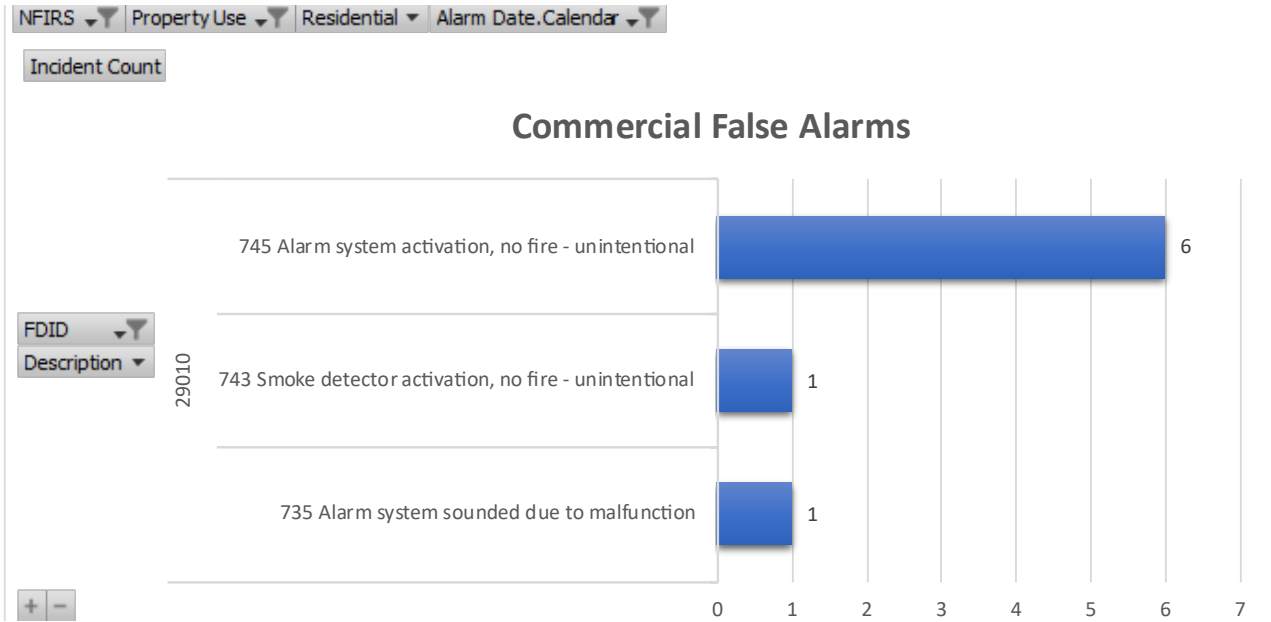
# Westfield Fire November 2025 Incident Statistics



27 Residential Alarms



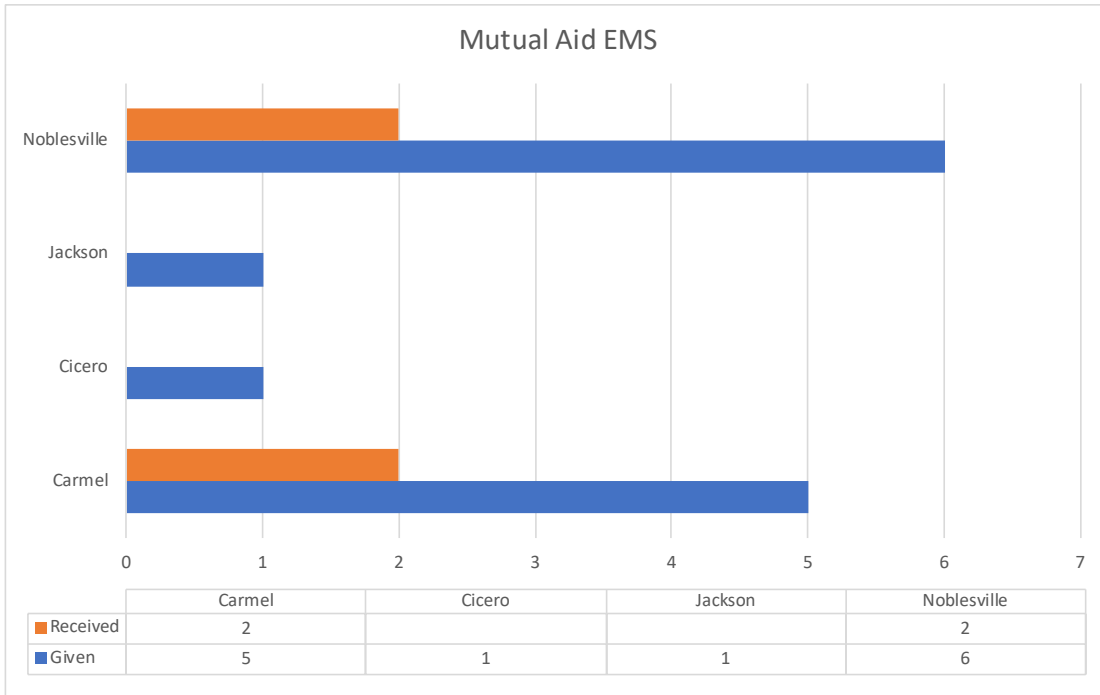
# Westfield Fire November 2025 Incident Statistics



8 Commercial False Alarms

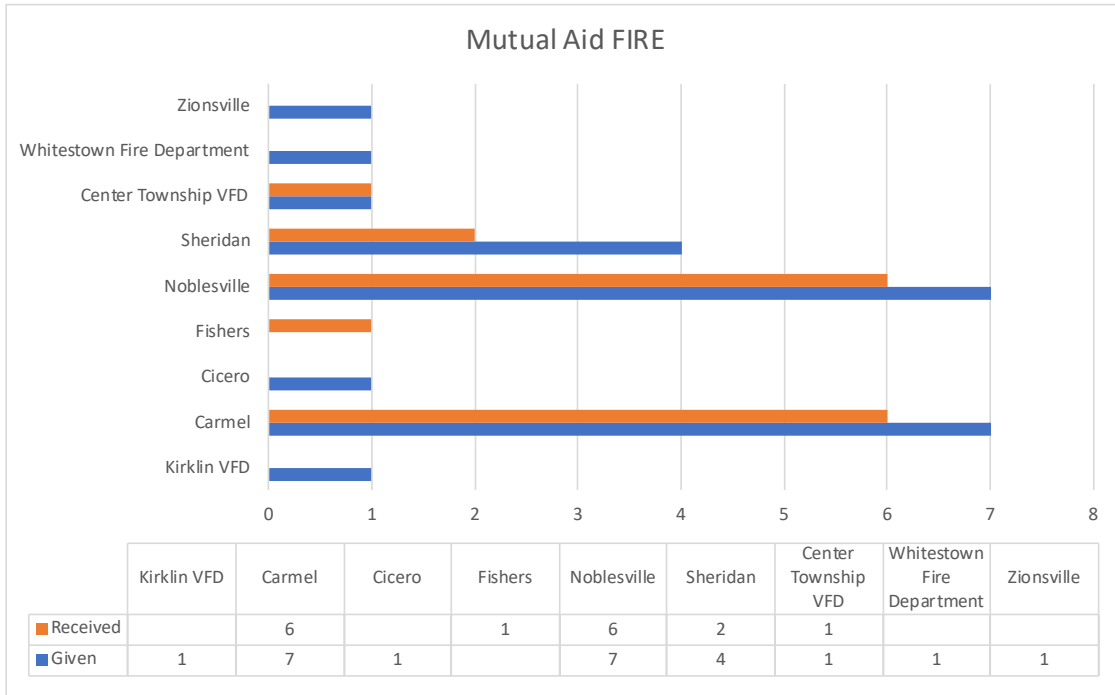


# Westfield Fire November 2025 Incident Statistics



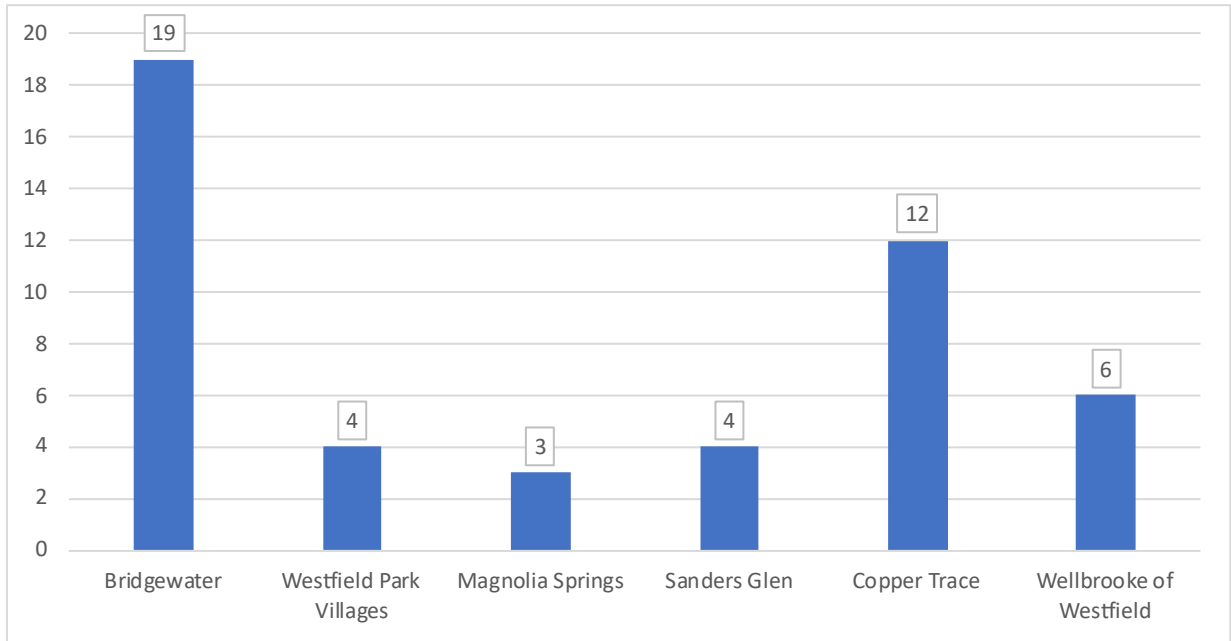


## Westfield Fire November 2025 Incident Statistics

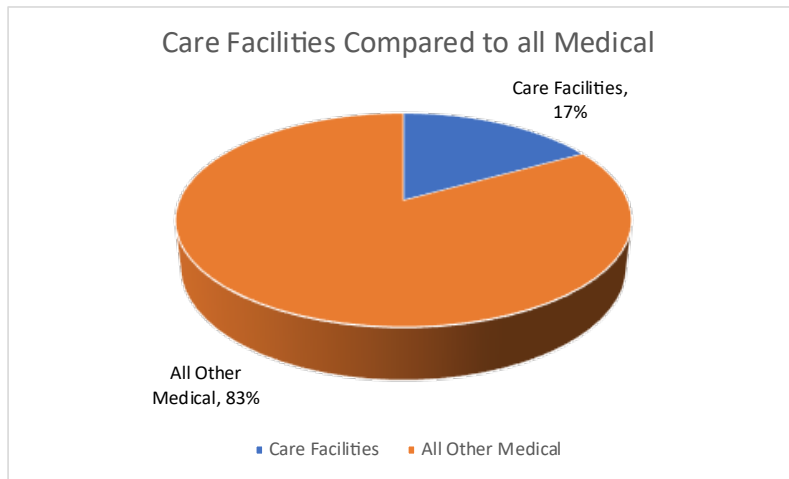




## Westfield Fire November 2025 Incident Statistics



Care Facilities	Incident Totals
Bridgewater	19
Westfield Park Villages	4
Magnolia Springs	3
Sanders Glen	4
Copper Trace	12
Wellbrooke of Westfield	6
<b>Total</b>	<b>48</b>





Board of Public Works & Safety  
November 2025

# Table of Contents

## *Section 1- Field Activity Performance Measures*

*Events by Nature- Page 1*

*Events by Incident Type- Page 2*

*UCR Offenses- Page 3*

*Arrests and Traffic- Page 4*

*Top Accident Locations- Page 5*

*Total Accidents by Primary Cause- Page 6*

## *Section 2- Community Events- Page 7*



# WESTFIELD POLICE DEPARTMENT

November 2025

## Events by Nature

Incident Type	Count
<b>911 Hang Up</b>	<b>25</b>
Abandoned Vehicle	10
<b>Abandonment</b>	<b>0</b>
Abuse / Neglect	2
<b>Accident - Hit &amp; Run PD</b>	<b>13</b>
Accident - Hit & Run PI	0
<b>Accident - Other</b>	<b>1</b>
Accident - Property Damage	106
<b>Accident - Personal Injury</b>	<b>9</b>
Accident - Sinking Vehicle	0
<b>Accident - Unknown</b>	<b>3</b>
Accelerator Stuck	0
<b>Active Assailant</b>	<b>0</b>
Alarm - Other	4
<b>Alarm - Vehicle</b>	<b>1</b>
Alarm - Burglar	93
<b>Alarm - Hold Up</b>	<b>5</b>
Animal Bite / Attack	1
<b>Animal Complaint</b>	<b>56</b>
Assist Fire	44
<b>Assist Other Department</b>	<b>27</b>
Assist Public	39
<b>Battery</b>	<b>2</b>
Bike Patrol	0
<b>Bomb Device Found</b>	<b>0</b>
Bomb Threat	0
<b>Burglary</b>	<b>1</b>
Carjacking	0
<b>Case Follow Up</b>	<b>110</b>
Child Seat Inspection	7
<b>Civil Dispute</b>	<b>31</b>
Criminal Mischief	13
<b>Damage to Property</b>	<b>0</b>
Death Investigation	2
<b>Directed Patrol</b>	<b>402</b>
Disturbance	26
<b>Domestic</b>	<b>0</b>
Driving Complaint	242
<b>Drug Complaint</b>	<b>6</b>
Drug Lab	0
<b>Escort</b>	<b>0</b>
Fail to Return Comm Corrections	0
<b>Fight</b>	<b>1</b>
Firearms Shots Fired	0
<b>Foot Patrols</b>	<b>212</b>
Found / Lost Property	13
<b>Found Person</b>	<b>3</b>

# WESTFIELD POLICE DEPARTMENT

November 2025

## Events by Nature

Incident Type	Count
Fraud Prescription	0
<b>Fraud / Deception</b>	<b>23</b>
Harassment	15
<b>Intoxicated Person</b>	<b>0</b>
Investigation	17
<b>Investigative Stop</b>	<b>0</b>
Juvenile Complaint	5
<b>K9 Detail</b>	<b>3</b>
Kidnapping	1
<b>Lock Out</b>	<b>42</b>
Loud Party	5
<b>Mental Emotional - Violent</b>	<b>4</b>
Mental Emotial/Suicide Attempt	1
<b>Mental Person</b>	<b>7</b>
Miscellaneous	8
<b>Missing Person</b>	<b>3</b>
Missing Person - PLS	0
<b>New Call</b>	<b>3</b>
Nuisance	9
<b>Ordinance Misc.</b>	<b>15</b>
Parking Complaint	21
<b>Physical Disturbance</b>	<b>10</b>
Product Contamination	0
<b>Reckless Activity</b>	<b>0</b>
Road Rage	10
<b>Robbery</b>	<b>1</b>
Runaway	7
<b>School Patrol</b>	<b>10</b>
Security Check	573
<b>Sex Offense</b>	<b>2</b>
Shooting	1
<b>Solicitor</b>	<b>0</b>
Special Detail	1
<b>Stabbing</b>	<b>0</b>
Suicide	0
<b>Suspicious Activity</b>	<b>86</b>
Suspicious Package	0
<b>Suspicious Person</b>	<b>0</b>
Test	0
<b>Theft</b>	<b>18</b>
Theft - From a Vehicle	4
<b>Theft - of a Vehicle</b>	<b>0</b>
Theft Shoplifter	0
<b>Threat to Life</b>	<b>11</b>
Threatening Suicide	5
<b>Tow Release</b>	<b>0</b>

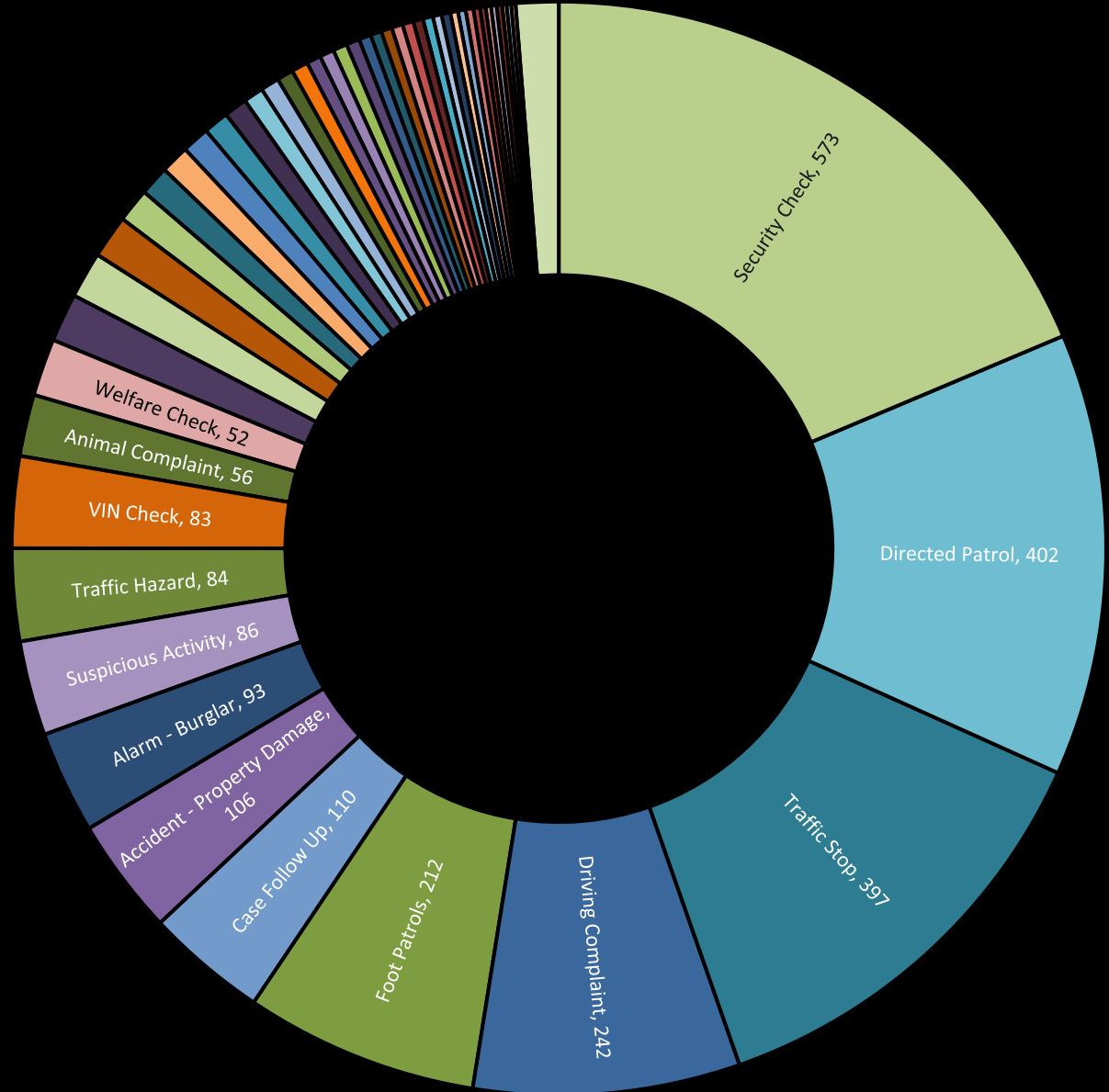
# WESTFIELD POLICE DEPARTMENT

November 2025

## Events by Nature

<b>Incident Type</b>	<b>Count</b>
Traffic Hazard	84
<b>Transport</b>	<b>0</b>
Trespassing	12
<b>Traffic Stop</b>	<b>397</b>
Unknown Call for Police	0
<b>VIN Check</b>	<b>83</b>
Wanted	3
<b>Warrant Service</b>	<b>8</b>
Weapons Complaint	3
<b>Welfare Check</b>	<b>52</b>
<b>Total</b>	<b>3073</b>

# Monthly Events by Incident Type November 2025

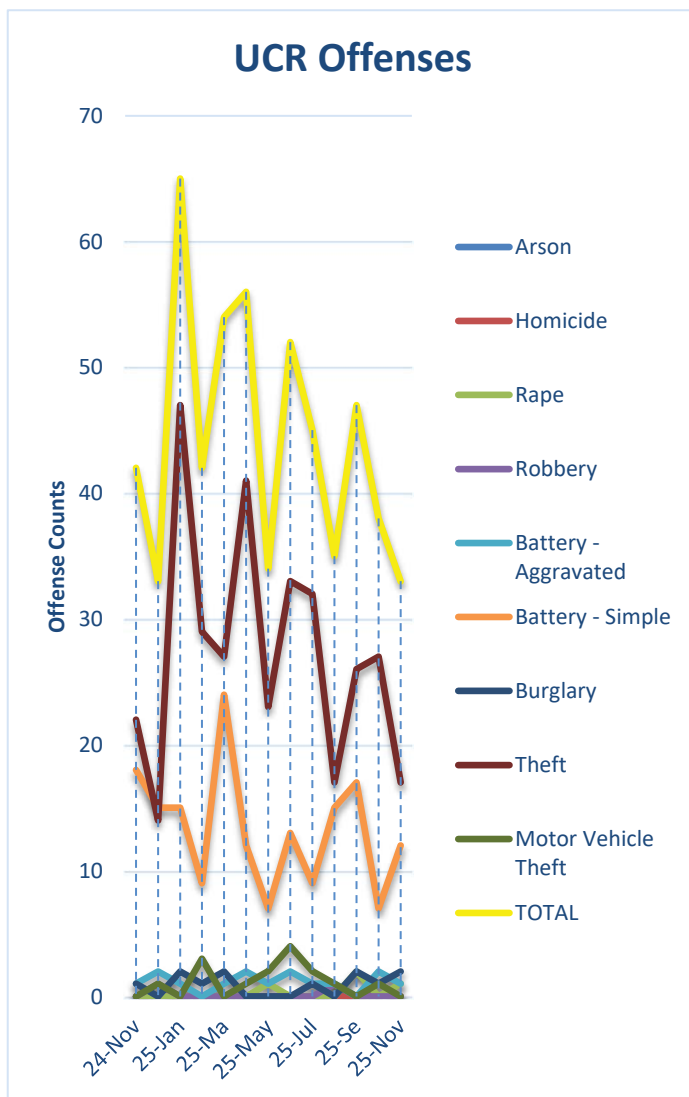


# WESTFIELD POLICE DEPARTMENT

## November 2025

### UCR OFFENSES

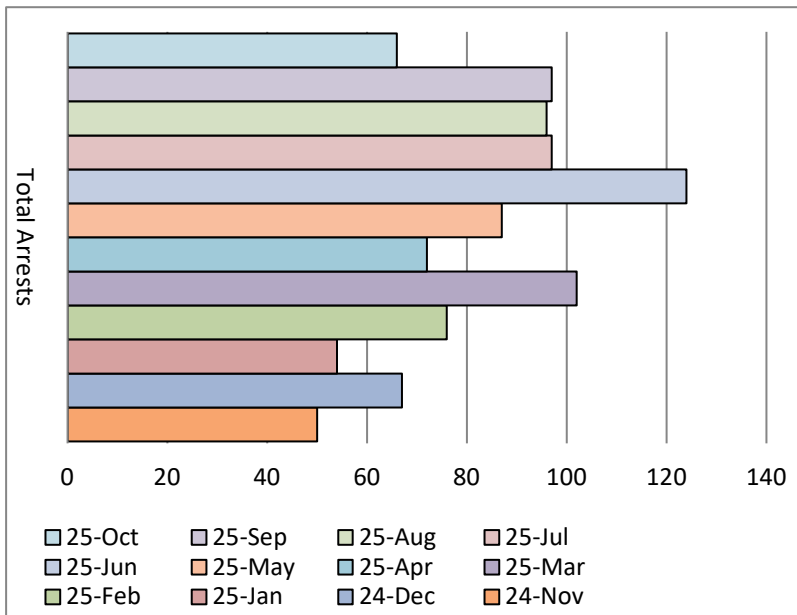
OFFENSE	24-Nov	24-Dec	25-Jan	25-Feb	25-Ma	25-Ap	25-Ma	25-Jun	25-Jul	25-Aug	25-Se	25-Oct	25-Nov
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	1	0	0	0	2	0	1
Robbery	0	1	0	0	0	0	0	0	0	1	0	0	0
Battery - Aggravated	1	2	1	0	1	2	1	2	1	1	0	2	1
Battery - Simple	18	15	15	9	24	12	7	13	9	15	17	7	12
Burglary	1	0	2	1	2	0	0	0	1	0	2	1	2
Theft	22	14	47	29	27	41	23	33	32	17	26	27	17
Motor Vehicle Theft	0	1	0	3	0	1	2	4	2	1	0	1	0
<b>TOTAL</b>	<b>42</b>	<b>33</b>	<b>65</b>	<b>42</b>	<b>54</b>	<b>56</b>	<b>34</b>	<b>52</b>	<b>45</b>	<b>35</b>	<b>47</b>	<b>38</b>	<b>33</b>



# WESTFIELD POLICE DEPARTMENT

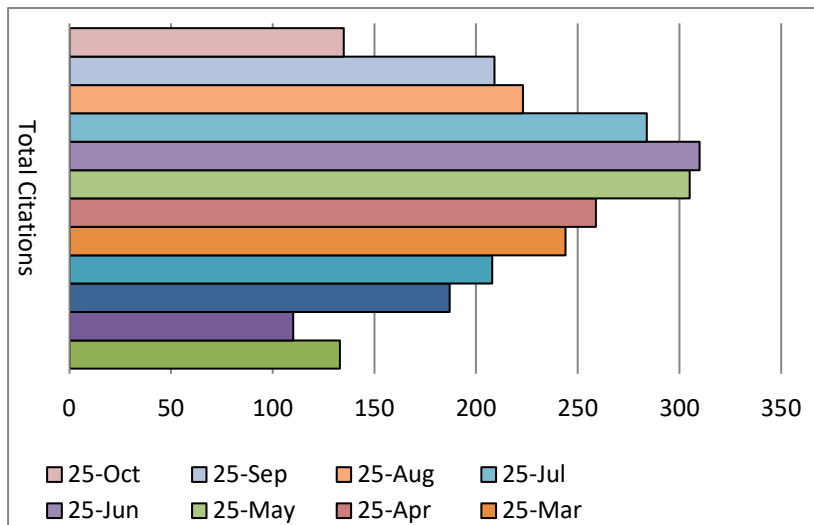
## November 2025

Arrest Reports Taken	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov
Alcohol/ Drug Related	13	21	8	17	17	19	22	19	9	28	27	13	11
Felony Charges	39	29	37	21	30	26	39	55	50	53	43	31	21
Misdemeanor Charges	60	70	70	89	96	74	104	130	107	111	116	76	62
<b>Total Arrests</b>	<b>50</b>	<b>67</b>	<b>54</b>	<b>76</b>	<b>102</b>	<b>72</b>	<b>87</b>	<b>124</b>	<b>97</b>	<b>96</b>	<b>97</b>	<b>66</b>	<b>58</b>



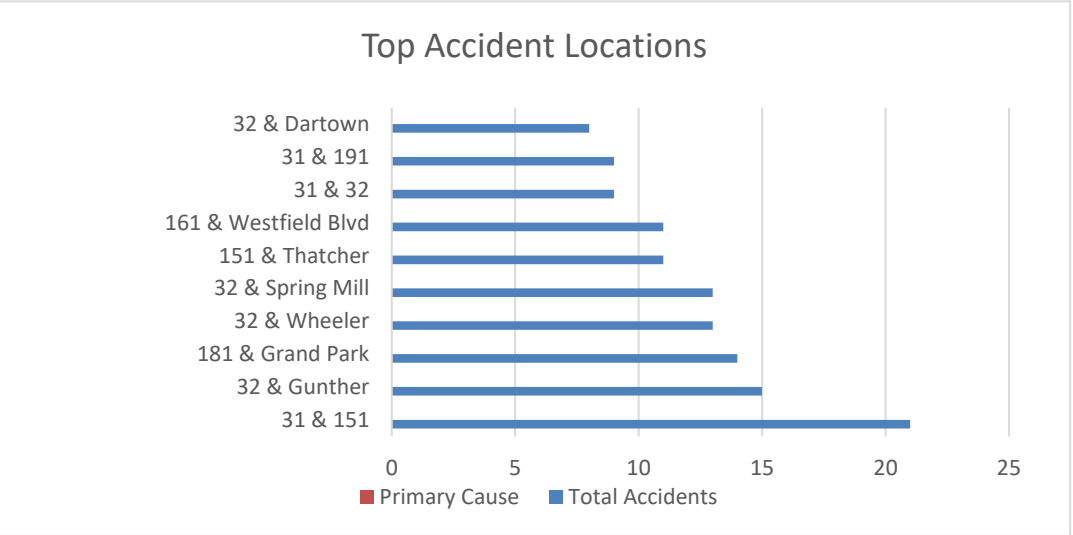
Traffic	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov
<b>Total Citations</b>	<b>133</b>	<b>110</b>	<b>187</b>	<b>208</b>	<b>244</b>	<b>259</b>	<b>305</b>	<b>310</b>	<b>284</b>	<b>223</b>	<b>209</b>	<b>135</b>	<b>103</b>
<b>Total Written Warning:</b>	<b>588</b>	<b>305</b>	<b>509</b>	<b>617</b>	<b>636</b>	<b>667</b>	<b>602</b>	<b>648</b>	<b>532</b>	<b>532</b>	<b>466</b>	<b>350</b>	<b>353</b>
<b>Total Traffic Accidents</b>	<b>74</b>	<b>93</b>	<b>79</b>	<b>62</b>	<b>72</b>	<b>81</b>	<b>77</b>	<b>66</b>	<b>71</b>	<b>87</b>	<b>84</b>	<b>77</b>	<b>83</b>
Property Damage	65	83	72	55	61	67	63	57	62	73	69	65	75
Personal Injury	9	10	7	7	11	13	14	9	9	14	14	11	8
Fatality	0	0	0	0	0	1	0	0	0	0	1	1	0
Hit and Run*	6	9	9	7	5	13	10	9	6	6	11	7	7

\*numbers included in property damage, personal injury, and fatality accidents



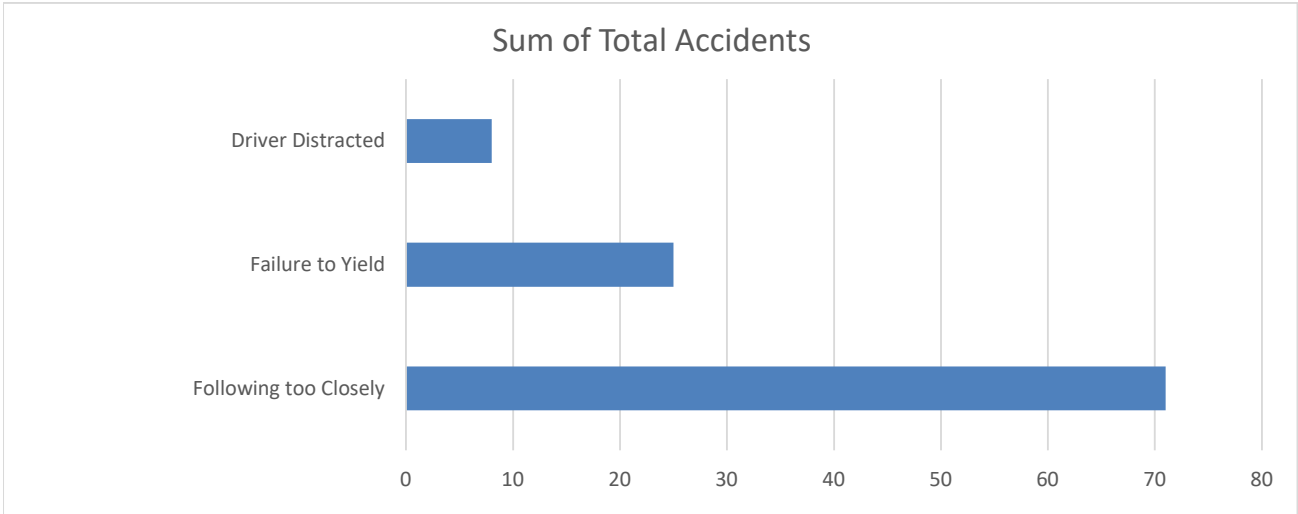
## Top Accident Locations

Accident Location	Total Accidents	Primary Cause
31 & 151	21	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	13	Following too Closely
151 & Thatcher	11	Failure to Yield
161 & Westfield Blvd	11	Driver Distracted
31 & 32	9	Following too Closely
31 & 191	9	Following too Closely
32 & Dartown	8	Following too Closely



### Total Accidents by Primary Cause, based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Following too Closely	71
Failure to Yield	25
Driver Distracted	8



# Community Events

- 11/5/25 Lt. Hollowell at Shamrock Springs
- 11/11/25 Veterans Day Event
- 11/13/25 Police Headquarters Ground Breaking
- 11/20/25 Learning Center Visit
- 11/23/25 Make a Wish Parade
- 11/24/25 Citizens Academy Graduation
- 11/28/25 Bolt for the Heart

