

Westfield City Council Members

Mark Keen, President (District 1)

Steve Hoover (District 2)

Robert L. Horkay, (District 5)

Chuck Lehman, (District 4)

Joe Edwards (District 3)

Cindy L. Spoljaric (At Large)

Jim Ake Vice President (At Large)



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_12_08_2014

Monday, December 08, 2014 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, December 08, 2014 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

***THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF
THE COUNCIL***

AGENDA

Pledge of Allegiance

Invocation

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Approval of City Council minutes of November 10, 2014 (regular meeting)

Documents: [Minutes- 11/10/14](#)

Guests:

Residents who wish to address the Council on items not on the agenda may do so at this time.

Council Response to Guest Comments

Claims:

Approval of Claims

Documents: [Claims](#)

Miscellaneous Business/Special Recognition:

Special Presentation: Historical Photo

Special Presentation: Fire Fighter Combat Challenge Team

Documents: [Fire Fighter Combat Challenge Team Recognition](#)

**Miscellaneous Business: ~~Downtown Westfield Association Quarterly Update~~
CONTINUED TO FUTURE MEETING**

Miscellaneous Business: Fire Department Semi-Annual Update

Miscellaneous Business: 2015 City Council Meeting Schedule

Documents: [2015 Schedule of Meetings](#)

Old Business:

Ordinance 14-45: Custom Commerce Park PUD Amendment – Thieneman Construction, INC.

Council Introduction- October 13, 2014

APC Public Hearing- November 3, 2014

APC Recommendation- December 1, 2014

Council Adoption Consideration- December 8, 2014

Documents: [Ord. 14-45](#) | [Reference Only: Staff Report](#) | [Reference Only: Location Map](#) | [Reference Only: Concept Plan](#) | [Reference Only: APC Certification](#)

Ordinance 14-52: Amendment to Parks & Recreation Fees, Policies & Procedures

Council Introduction- November 10, 2014

Adoption Consideration- December 8, 2014

Documents: [Ord. 14-52](#)

Ordinance 14-53: Pawnshops Ordinance

Council Introduction- November 10, 2014

~~Adoption Consideration- December 8, 2014~~CONTINUED TO FUTURE MEETING

Documents: [Ord. 14-53](#)

Ordinance 14-54: Stormwater Fee Schedule

Council Introduction- November 10, 2014

~~Adoption Consideration- December 8, 2014~~CONTINUED TO FUTURE MEETING

Documents: [Ord. 14-54](#)

New Business:

Resolution 14-132: Amendment to Policies & Procedures Manual

Adoption Consideration- December 8, 2014

Documents: [Res. 14-132](#) | [Manual-Redline Copy](#)

Resolution 14-134: Departmental Charge-Offs

Adoption Consideration- December 9, 2014

Documents: [Res. 14-134](#)

Resolution 14-135: INDOT Acquisition of Right-of-Way Property

Adoption Consideration- ~~December 8, 2014~~CONTINUED TO FUTURE MEETING

Documents: [Parcel 5 Warranty Deed](#)

Ordinance 14-55: Harmony PUD District Amendment – Single-Family Residential District Architectural Standards

Council Introduction- December 8, 2014

APC Public Hearing- January 5, 2015

APC Recommendation- January 20, 2015

Adoption Consideration- February 9, 2015

Documents: [Ord. 14-55](#) | [Exhibit B- Elevations](#) | [Reference Only: Harmony Zoning District Map](#) | [Reference Only: Original Harmony PUD Excerpt](#)

Resolution 14-136: Sublease Agreements for Indoor Facility-Indiana Sports Properties & Byrd Enterprises

Council Introduction- December 8, 2014

Adoption Consideration- January 12, 2015

Documents: [Res. 14-136](#) | [Sublease Agreement- Indiana Sports Properties](#) | [Sublease Agreement- Byrd Enterprises](#)

Interlocal Agreement for General Police Services

Documents: [Interlocal Agreement for General Police Services](#)

City Council Comments

Mayor Comments

Adjourn

Executive Session: I.C. 5-14-1.5-6.1 (b) (2) (B): Legal Issues

Working Meeting

Westfield City Council November 10, 2014

The Westfield City Council met Monday November 10, 2014 at the Westfield City Hall. Members present were Chuck Lehman, Steve Hoover, Bob Horkay, Cindy Spoljaric and Rob Stokes. Also present were Clerk-Treasurer Cindy Gossard, Mayor Andy Cook and representing Legal Counsel Brian Zaiger.

Mayor Cook called the meeting to order at 7:00 p.m.

Mayor Cook presented Anne Cotham with an award for her 20 years of service.

Approval of Minutes:

Cindy Spoljaric made a motion to approve October 27, 2014 minutes as amended. Steve Hoover seconded. Vote: Yes-6; No-0. Motion carries.

Guest:

None

Claims:

Steve Hoover made a motion to approve the claims as amended. Bob Horkay seconded. Vote: Yes-6; No-0. Motion carries.

Miscellaneous Business/Special Presentations

Special Presentation: Proclamation-Westfield Chamber of Commerce Day

Mayor Cook proclaimed November 10, 2014 as Westfield Chamber of Commerce Day

Special Presentation: Dr. Scott Williams, Principal, Washington Woods Elementary

Dr. Williams presented this item explaining the Leader in Me Program. Todd Burtron spoke in favor of the program, asking that Council consider sponsoring the program. Council agreed to match the Community contribution up to \$5,000 for a year.

Jim Ake made the motion to approve the contribution match for a year period. Chuck Lehman seconded. Voice vote: unanimous.

Special Presentation: Westfield Arts Alliance Strategic Plan

Ken Kingshill presented this item giving an overview of the plan. Sharon Canaday, Associate Project Manager, Building Better Communities Program, from Ball State gave highlights of the plan to integrate art within the Community.

Miscellaneous Business: Westfield Public Works Department Semi-Annual Update

Public Works Director Ken Alexander spoke giving an update of current projects, preparations being done for snow removal, and ways they are improving communications within the Community.

Miscellaneous Business: Westfield Connects Update

John Rogers presented this item going over the agreement with Indiana Fiber Networks and the City.

Old Business:

Resolution 14-127: Fiscal Plan for Ordinance 14-38

Adoption Consideration –November 10, 2014

Jeffrey Lauer presented this item stating it is the required Fiscal Plan for Ordinance 14-38.

Steve Hoover made a motion to approve Resolution 14-127 as presented. Bob Horkay seconded. Vote; Yes-6; No-0. Motion carries.

Ordinance 14-38: 100% Voluntary Annexation of approximately 16 acres located at the southwest corner of 186th and Springmill Road

Council Introduction – October 13, 2014

Public Hearing – October 13, 2014

Adoption Consideration – November 10, 2014

Jeffrey Lauer presented this item stating the required criteria for Annexation has been met.

Bob Horkay made a motion to approve Ordinance 14-38 as presented. Cindy Spoljaric seconded. Vote: Yes-6; No-0. Motion carries.

Ordinance 14-47: Ordinance to Amend Various Provisions of the Westfield Washington Township Unified Development Ordinance

Council Introduction – October 27, 2014

APC Hearing Public Hearing – November 3, 2014

Adoption Consideration – November 10, 2014

Jesse Pohlman presented this summarizing the amendments made to the flood plain regulations.

Cindy Spoljaric made a motion to approve Ordinance 14-47 as presented. Rob Stokes seconded. Vote: Yes-6; No-0. Motion carries.

Ordinance 14-49: Additional Appropriation for MVH and LRS

Council Introduction – October 27, 2014

Public Hearing – November 10, 2014

Adoption Consideration – November 10, 2014

Brian Zaiger presented this item stating it is a request for appropriation of monies not allocated within the original budget.

Public Hearing opened: 8:15

None

Public hearing closed: 8:16

Steve Hoover made a motion to approve Ordinance 14-49 as presented. Bob Horkay seconded. Vote: Yes-6; No-0. Motion carries.

New Business:

Ordinance 14-50: Mapleridge PUD

Introduction – November 10, 2014

APC Public Hearing – December 1, 2014

APC Recommendation – December 15, 2014

Adoption Consideration – January 12, 2015

Jesse Pohlman presented stating the Developer (Langston Residential Development) is requesting a change of zoning.

Steve Hardin from Faegre, Baker, Daniels, LLP gave a brief presentation

Ordinance 14-51: Sheffield Park PUD

Introduction – November 10, 2014

APC Public Hearing – December 1, 2014

APC Recommendation – December 15, 2014

Adoption Consideration – January 12, 2015

Jeffrey Lauer presented this item stating the Developer, (Langston) is requesting a zoning change to allow for flexibility in design.

Steve Hardin from Faegre, Baker, Daniels, LLP gave a brief presentation

Ordinance 14-52: Amendment to Parks & Recreation Fees, Policies & Procedures

Introduction- November 10, 2014

Adoption Consideration – December 8, 2014

Brian Zaiger presented this item stating it is the annual update for fees associated with the Westfield Parks Department.

Ordinance 14-53: Custom Pawn Shop Ordinance

Introduction – October 13, 2014

APC Public Hearing – November 3, 2014

APC Recommendation – November 17, 2014

Council Adoption Consideration – December 8, 2014

Brian Zaiger presented stating this Ordinance governs the Secondhand Entities and protects the citizens of Westfield from perpetrators of crimes involving personal property.

Ordinance 14-54: Stormwater Fee

Council Introduction – November 10, 2014

Adoption Consideration – December 8, 2014

Wes Rood, Storm Water Coordinator, City of Westfield and Sheila McKinley from Christopher Burke Engineering presented stating this Ordinance would change the stormwater structure to meet Industry Standards.

Resolution 14-133: Supporting Hamilton County Schools

Adoption Consideration – November 10, 2014

Brian Zaiger presented this item stating the Resolution acknowledges and supports the other schools within the county to request the state of Indiana allocate its resources for education funding equally across all schools.

Nick Verhoff from Westfield Washington School spoke concerning these issues.

Jim Ake made a motion to approve Resolution 14-133 as presented. Steve Hoover seconded.
Vote: Yes-6; No-0. Motion carries.

Proposal for Gig-Bit Fiber to Homes

Council Introduction – November 10, 2014

Steve Hoover presented this item stating that a company, (Metro Net) is interested in providing fiber, voice, and data services to the Westfield community.

CITY COUNCIL COMMENTS:

Steve Hoover gave a brief update of the APC

MAYOR COMMENTS

None

Cindy Spoljaric made a motion to adjourn. Bob Horkay seconded. Vote: Yes-6; No-0.
With no further business the meeting was adjourned at 9:02 p.m.

Clerk-Treasurer

President

Special Recognition

Fire Fighter Combat Challenge Team

Be it recognized on this 8th day of December, 2014 that the achievements attained by the Westfield Fire Fighters Combat Challenge Team and its members; Justin Anderson, Paul Ashby, Jeremy Devitt, Kyle Ericksen, Matt Hansen and Trevor Hash are commended for their distinguished effort in finishing in the coveted 2nd place position at the U.S. National Fire Fighter Combat Challenge in 2014, they advanced to the World Championship Competition and finished in 17th place. We salute you. Your accomplishments are the result of five years of dedicated training, determination and unselfish giving of your personal time to hone your professional skills. The City of Westfield, Westfield Fire Department and Hamilton County Professional Firefighters Local #4416 are proud of all of you.

IN WITNESS WHEREOF, the **Westfield City Council** have hereunto set their hand and caused to be affixed the great seal of the City of Westfield, Indiana, on this 8th day of **December, 2014**.

Jim Ake

Steve Hoover

Robert L. Horkay

Charles Lehman

Robert J. Smith

Cindy L. Spoljaric

(SEAL)

Robert W. Stokes

ORDINANCE NUMBER 14-45

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE CUSTOM COMMERCE PARK PLANNED UNIT DEVELOPMENT AND THE UNIFIED DEVELOPMENT ORDINANCE

This is an Ordinance (this "Ordinance") to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended;

WHEREAS, the City of Westfield, Indiana (the "City") and the Township of Washington, both of Hamilton County, Indiana are subject to the Unified Development Ordinance;

WHEREAS, the Council enacted Ordinance No. 03-29, the Custom Commerce Park Planned Unit Development District (the "Original PUD Ordinance"), on September 18, 2003;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1411-PUD-16**), requesting an amendment to the Original PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1411-PUD-16** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a recommendation (7-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council;

WHEREAS, the Common Council is subject to the provisions of the Indiana Code §36-7-4-1507 and Indiana Code § 36-7-4-1512 concerning any action on this request; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the Original PUD Ordinance and the Unified Development Ordinance and are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance shall replace and supersede the Original PUD Ordinance, in its entirety, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.2 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. Definitions. Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance.

- 2.1 Pipeline Easement: The easement recorded as Instrument #200658449 in the Office of the Recorder or Hamilton County, Indiana, and as generally depicted on the Concept Plan.
- 2.2 Underlying Zoning District: The Zoning District of the Unified Development Ordinance that shall govern the development of this District and its various subareas, as set forth in Section 4 of this Ordinance.

Section 3. Concept Plan. The Concept Plan, attached hereto as **Exhibit B**, is hereby incorporated in accordance with *Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan*.

Section 4. Underlying Zoning District(s). The Underlying Zoning District of this District shall be the Enclosed Industrial District.

Section 5. Permitted Uses. The permitted uses shall be as set forth below.

- 5.1 The uses that were otherwise permitted by the Original Ordinance, as attached hereto as **Exhibit C**.
- 5.2 Construction Trade Office.
- 5.3 Assembly Operations of Pre-Manufactured Parts, Components
- 5.4 Outside Storage, as regulated herein, shall be permitted only on those areas of the Real Estate labeled “Outside Storage Area” on the Concept Plan.

Section 6. **General Regulations.** The standards of *Chapter 4: Zoning Districts*, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as otherwise modified below.

Section 7. **Development Standards.** The standards of *Chapter 6: Development Standards* shall apply to the development of the District, except as otherwise modified below.

7.1 Outside Storage Standards: *Article 6.12(D) Outside Storage and Display; Industrial Districts* shall apply to the Real Estate, except as modified below:

- A. Screening: The Outside Storage Area shall be screened as follows:
 - i. The minimum screening along the west and north boundaries of the Outside Storage Area, as labeled on the Concept Plan, shall be screened in accordance with *Article 6.12(D)(2); Outside Storage and Display; Industrial Districts; Screening*.
 - ii. An eight (8) foot, solid, opaque, wooden fence shall be required to screen and enclose the east and south boundaries of the Outside Storage Area.
 - iii. An eight (8) foot tall black, vinyl-coated chain link gate, slatted to provide the appearance of an opaque wall, shall serve as the storage yard gate entry.
- B. Storage Surface: *Article 6.12(D)(3)(a) Outside Storage and Display; Industrial Districts; Storage Surface* shall apply; however, the minimum depth adjacent to the building to be hard surfaced shall be twenty (20) feet and the point of entry into the Outside Storage Area from Foundation Parkway shall be hard surfaced with asphalt or concrete at least three (3) feet past the gate entry.

7.2 Landscaping Standards: *Article 6.8 Landscaping Standards* shall apply to the Real Estate, except as modified below:

- A. Pipeline Easement: Landscaping within the Pipeline Easement is restricted by the Grantee of the Pipeline Easement. As a result, if plantings required by this Ordinance are not permitted by the Grantee of the Pipeline Easement within the Pipeline Easement (e.g., Parking Area island plantings), then the required plantings shall be relocated and installed elsewhere on the Real Estate. If the relocation of plantings results in planting congestion or is otherwise contrary to landscaping best management practices, then the Director or Plan Commission may approve a landscape plan with fewer plantings than otherwise required.

- B. Foundation Plantings: *Article 6.8(L) Foundation Plantings* shall apply; however, plantings shall not be required along the east and south fence or wall enclosing the Outside Storage Area.
- C. External Street Frontage Landscaping: *Article 6.8(M) External Street Frontage Landscaping Requirements* shall apply; however, this standard shall not apply along the Oak Ridge Road frontage occupied by the Pipeline Easement, unless otherwise permitted by the Grantee of the Pipeline Easement.

Section 8. **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see *Chapter 7: Subdivision Regulations*), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

Section 9. **Design Standards.** The standards of *Chapter 8: Design Standards* shall apply to the development of the District, except as otherwise modified below.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2014.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 14-45** was delivered to the Mayor of Westfield

on the _____ day of _____, 2014, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 14-45**

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 14-45**

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

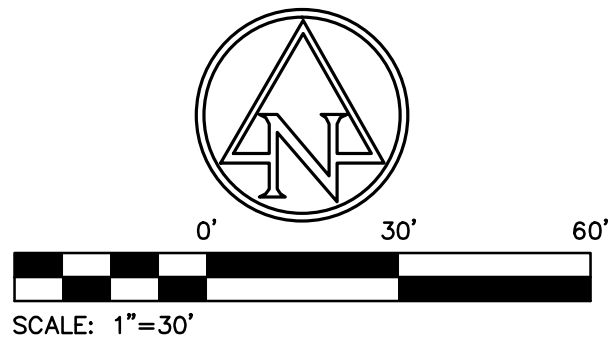
SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Permitted Uses

EXHIBIT A
REAL ESTATE

Lot 1 in Custom Commerce Park, a subdivision in Hamilton County, Indiana, as per First Amendment to the Secondary Plat of Custom Commerce Park, recorded March 24, 2011, as Instrument 2011015213, in the Office of the Recorder of Hamilton County, Indiana. Also known as 17219 Foundation Parkway, Westfield, Indiana 46074.

EXHIBIT B CONCEPT PLAN

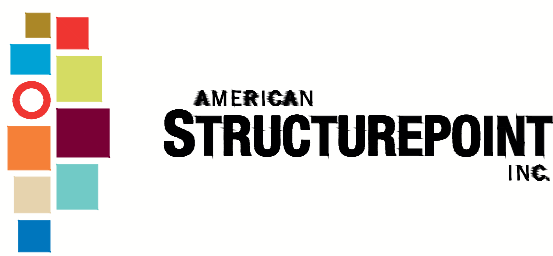


EXISTING LEGEND

- FIRE HYDRANT
- GUY WIRE
- MAILBOX
- POST
- LIGHT POLE
- POWER POLE
- SANITARY MANHOLE
- TEMPORARY BENCH MARK
- TEST HOLE
- TELEPHONE MANHOLE
- TELEPHONE MARKER SIGN
- TELEPHONE PEDESTAL
- TREE
- WELL
- BURIED FIBER OPTIC LINE
- OVERHEAD ELECTRIC LINE
- TOP OF RIM ELEVATION
- INVERT ELEVATION
- PLASTIC PIPE
- CORRUGATED METAL PIPE



17241 Foundation Parkway | Suite 100
Westfield, Indiana 46074
TEL 317.867.3462 | FAX 317.867.3463
www.thienemanconstruction.com



7260 Shadeland Station | Indianapolis, Indiana 46256
TEL 317.647.5580 | FAX 317.643.0270
www.structurepoint.com

**Thieneman
Construction Office
Building**

**17219 FOUNDATION
PKWY.
WESTFIELD, INDIANA**

**APPROVAL PENDING
NOT FOR CONSTRUCTION**

PARKING ANALYSIS	
TOTAL OFFICE S.F. =	18,000
REQUIRED RATIO =	1 SPACE PER 300 S.F.
TOTAL SPACES REQUIRED =	60
STANDARD PARKING (9'x20')	58
HANDICAP PARKING PROVIDED	2
(INCLUDES 2 VAN ACCESSIBLE)	
TOTAL OFFICE PARKING	60
TOTAL SHOP S.F. =	12,626
REQUIRED RATIO =	1 SPACE PER 2 EMPLOYEES
TOTAL SPACES REQUIRED =	1
TOTAL SHOP PARKING (IN YARD)	2

CAUTION !!

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

1-800-382-5544
CALL TOLL FREE
- INDIANA UNDERGROUND -

- NOTES:**
- CONTRACTOR SHALL PROTECT AND NOT DESTROY THE PROPERTY CORNER MONUMENTS DURING CONSTRUCTION.
 - CONTRACTOR TO VERIFY LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION. CONTACT ENGINEER IF VARIATION EXISTS.
 - SEE ALL NOTES ON GENERAL NOTES SHEET 002.

CERTIFIED BY

ISSUANCE INDEX

DATE:
10/31/2014
PROJECT PHASE:
DEVELOPMENT PLANS

REVISION SCHEDULE

NO.	DESCRIPTION	DATE

Project Number 2014.02154

**PRELIMINARY
CONCEPT PLAN**

EXHIBIT B

EXHIBIT C
PERMITTED USES

1. Assembly Halls
2. Bicycles Sales, Rental Ect.
3. Blueprinting, Photocopying, Ect.
4. Charitable Institutions
5. Civic Clubs
6. Consumer Service Offices
7. Custard Stands
8. Deli
9. Dry Cleaning/Laundry Pick Up
10. Educational Institutions
11. Employment Agencies
12. Financial Institutions
13. Florists
14. Government Offices/Institutions
15. Insurance Company
16. Laundromats and Self-Service Dry Cleaning
17. Lawyers
18. Locksmith Shop
19. Hospital/Medical/Health-Related Offices/Institutions
20. Pet Grooming
21. Philanthropic Institutions
22. Photography Studio
23. Picture Framing
24. Printing and Photocopying
25. Real Estate Offices
26. Shoe Repair
27. Taylor/Seamstress
28. Travel Bureaus
29. Upholsters
30. Data Processing
31. Industrial Schools/Training Facilities
32. Convents/Monasteries/Rectories/Parishes
33. Office Buildings – General Purpose



Westfield City Council Report

Ordinance Number: 14-45

APC Petition Number: 1411-PUD-16

Petitioner: Thieneman Construction, INC
Ken Thieneman, President and Steve George, CFO

Requested Action: Petitioner requests an amendment to the Custom Commerce Park PUD Ordinance specific to Lot 1 within Custom Commerce Park.

Current Zoning District: Custom Commerce Park PUD

Current Land Use: Vacant

Exhibits:

1. Staff Report
2. Location Map
3. Concept Plan
4. Proposed Custom Commerce Park PUD Amendment
5. APC Certification

Prepared by: Andrew P. Murray

PETITION HISTORY

This petition was introduced at the October 13, 2014, City Council meeting. The petition received a public hearing at the November 3, 2014, Advisory Plan Commission (the "APC") meeting, and the APC forwarded the petition to the Westfield City Council (the "Council") with a favorable recommendation for approval at the December 1, 2014 meeting. The APC Certification is included as Exhibit 5.

PROCEDURAL

- Amendments to Planned Unit Developments are required to be considered at a public hearing, in accordance with Indiana Code 36-7-4-1511. Notice of the November 3, 2014, public hearing was provided in accordance with the APC Rules of Procedure.
- At its December 1, 2014 meeting, the APC issued a favorable recommendation (7-0) of the proposed change in zoning request.
- The Council may take action on this item at its December 8, 2014, meeting.

PROJECT OVERVIEW

Project Location

The subject property (the “Property”) is Lot 1 in Custom Commerce Park, located at the southeast corner of Oak Ridge Road and Foundation Parkway and is approximately 4.5 acres +/- in size (see **Exhibit 2**).

Project Description

The Petitioner is requesting to amend the Custom Commerce Park PUD Ordinance to accommodate the Petitioner’s proposed land use. The Petitioner is currently a tenant in the Custom Concrete Building located at 17241 Foundation Parkway and has entered into an agreement to purchase and develop the Property. The initial phase of development is proposed to include a two-story office building (approximately 18,000 square feet), warehouse space (approximately 12,000 square feet) and a storage yard. The Petitioner anticipates future phases to include an additional 30,000 square feet of building(s), as identified on the Concept Plan (see **Exhibit 3**).

Development Standards

The PUD amendment defaults to the provisions of the recently adopted Westfield-Washington Township Unified Development Ordinance, with the Enclosed Industrial (EI) District as the underlying zoning district. Modifications to development standards are requested in regards to landscaping and outside storage.

Comprehensive Plan

The Westfield-Washington Township Comprehensive Plan identifies the Custom Commerce Park within the “Business Park” land use classifications. Among other uses, these classifications encourage manufacturing, research and development, processing activities, office and services uses. The development policies of the Comprehensive Plan for this area includes among other policies: (1) Reserve for employment-generating uses and related supporting service uses; (2) Promote campus-like settings; (3) Encourage building materials and colors appropriate to the setting; (4) Locate docks appropriately, generally at the sides or backs of buildings. Screening should be provided where it is needed to hide unattractive views; (5) Maintain attractive and appealing business and industrial areas through landscaping, setbacks, and building design. As such, the proposed Development is consistent with the policies of the Comprehensive Plan.

STATUTORY CONSIDERATIONS

Indiana Code 36-7-4-603 states that reasonable regard shall be paid to:

1. The Comprehensive Plan.

2. Current conditions and the character of current structures and uses.
3. The most desirable use for which the land is adapted.
4. The conservation of property values throughout the jurisdiction.
5. Responsible growth and development.

RECOMMENDATIONS / ACTIONS

APC Recommendation

At its December 1, 2014, meeting, the APC forwarded a **favorable recommendation** of Ordinance No. 14-45 (APC Petition No. 1411-PUD-16) to the Council (Vote of: 7 in favor, 0 opposed).

City Council

Introduction: October 13, 2014

Eligible for Adoption: December 8, 2014

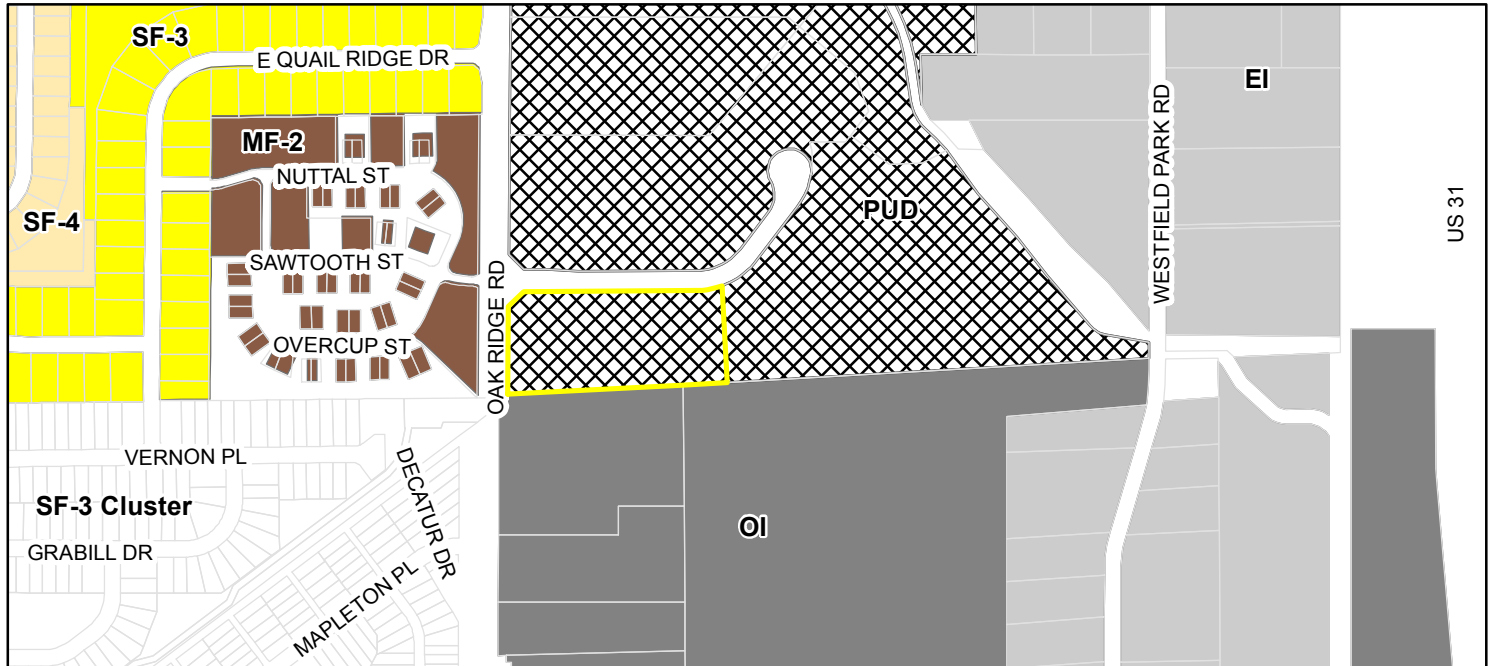
Submitted by: Andrew P. Murray
Economic and Community Development Department

Aerial Location Map

Site



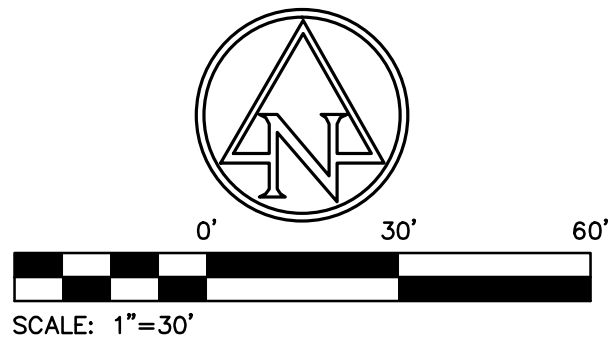
Zoning Map



Zoning

AG-SF1 (Agriculture - Single Family - 1)	GB-PD (General Business - Planned Development)	MF-2 (Multiple Family - 2)	SF-3 (Cluster (Single Family - 3 Cluster))
AG-SF1I (Agriculture - Single Family - 1 In-town)	GO (General Office)	OI (Open Industrial)	SF-4 (Single Family - 4)
EI (Enclosed Industrial)	GO-PD (General Office - Planned Development)	OI-PD (Open Industrial - Planned Development)	SF-4 Pre-1994 (Single Family - 4 Pre-1994)
EI-PD (Enclosed Industrial - Planned Development)	LB (Local Business)	PUD (Planned Unit Development)	SF-5 (Single Family - 5)
GB (General Business)	LB-H (Local Business - Historical)	SB-PD (Special Business - Planned Development)	SF-A (Single Family - Attached)
	LB-PD (Local Business - Planned Development)	SF-2 (Single Family - 2)	
	MF-1 (Multiple Family - 1)	SF-3 (Single Family - 3)	

EXHIBIT B CONCEPT PLAN

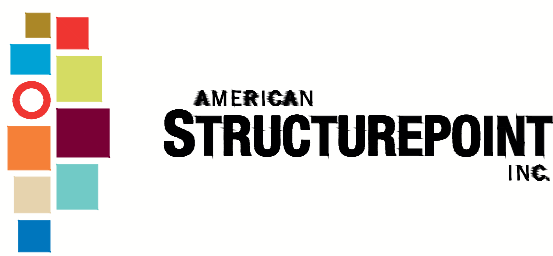


EXISTING LEGEND

- FIRE HYDRANT
- GUY WIRE
- MAILBOX
- POST
- LIGHT POLE
- POWER POLE
- SANITARY MANHOLE
- TEMPORARY BENCH MARK
- TEST HOLE
- TELEPHONE MANHOLE
- TELEPHONE MARKER SIGN
- TELEPHONE PEDESTAL
- TREE
- WELL
- BURIED FIBER OPTIC LINE
- OVERHEAD ELECTRIC LINE
- TOP OF RIM ELEVATION
- INVERT ELEVATION
- PLASTIC PIPE
- CORRUGATED METAL PIPE



17241 Foundation Parkway | Suite 100
Westfield, Indiana 46074
TEL 317.867.3462 | FAX 317.867.3463
www.thienemanconstruction.com



7260 Shadeland Station | Indianapolis, Indiana 46256
TEL 317.647.5580 | FAX 317.643.0270
www.structurepoint.com

**Thieneman
Construction Office
Building**

**17219 FOUNDATION
PKWY.
WESTFIELD, INDIANA**

**APPROVAL PENDING
NOT FOR CONSTRUCTION**

CERTIFIED BY

ISSUANCE INDEX

DATE:
10/31/2014
PROJECT PHASE:
DEVELOPMENT PLANS

REVISION SCHEDULE

NO.	DESCRIPTION	DATE

Project Number 2014.02154

**PRELIMINARY
CONCEPT PLAN**

EXHIBIT B

PARKING ANALYSIS	
TOTAL OFFICE S.F. =	18,000
REQUIRED RATIO =	1 SPACE PER 300 S.F.
TOTAL SPACES REQUIRED =	60
STANDARD PARKING (9'x20')	58
HANDICAP PARKING PROVIDED	2
(INCLUDES 2 VAN ACCESSIBLE)	
TOTAL OFFICE PARKING	60
TOTAL SHOP S.F. =	12,626
REQUIRED RATIO =	1 SPACE PER 2 EMPLOYEES
TOTAL SPACES REQUIRED =	1
TOTAL SHOP PARKING (IN YARD)	2

CAUTION !!
THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.
1-800-382-5544
CALL TOLL FREE
- INDIANA UNDERGROUND -

- NOTES:**
- CONTRACTOR SHALL PROTECT AND NOT DESTROY THE PROPERTY CORNER MONUMENTS DURING CONSTRUCTION.
 - CONTRACTOR TO VERIFY LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION. CONTACT ENGINEER IF VARIATION EXISTS.
 - SEE ALL NOTES ON GENERAL NOTES SHEET 002.

DRAWING FILE: P:\001\02154\02 - Drawings\CONCEPT\2014-11-26 Concept Plan\2014.02154.CE-2014-11-26 Thieneman Concept Plan.dwg

EDITED BY: HEIDENREICH

EDIT DATE: 10/29/2014

PLOT DATE: 11/26/2014 8:40 AM
PLOT SCALE: 1:2.5849

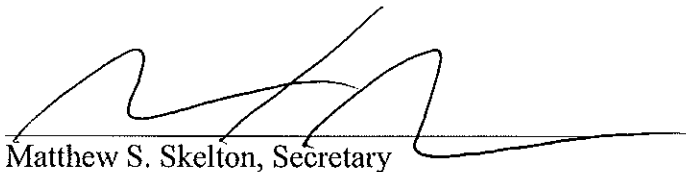
**WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION**

The Westfield-Washington Advisory Plan Commission held a public hearing on Monday, November 3, 2014, to consider an amendment to the Custom Commerce Park PUD Ordinance. Notice of the public hearing was advertised and noticed and presented to the Advisory Plan Commission. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposal is as follows:

Case No.	1411-PUD-16
Petitioner	Thieneman Construction, INC
Description	Petitioner requests an amendment to the Custom Commerce Park PUD Ordinance to develop lot 1 in Custom Commerce Park.

On December 1, 2014, a motion was made and passed to send a favorable recommendation to the City Council regarding Petition No. 1411-PUD-16 (Vote: 7 in favor and 0 opposed).

The above-mentioned proposal and the Advisory Plan Commission's recommendation thereof are hereby certified.


Matthew S. Skelton, Secretary

December 2, 2014

Date

RESOLUTION 14-132

RESOLUTION TO ADOPT 2015 AMENDED PERSONNEL POLICIES, PROCEDURES AND BENEFITS MANUAL

WHEREAS, The City of Westfield, (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”); and,

WHEREAS, the Council has the duty and authority to maintain clear, current and written Personnel Policies, Procedures and Benefits Manuals for the use and reference by the employees of the City; and,

WHEREAS, said manual must be adapted and modified to remain current and useful to all City employees.

NOW, THEREFORE, BE IT RESOLVED by the Westfield City Common Council meeting in session as follows:

- Section 1.** That the City hereby adopts the changes to the City of Westfield Personnel Policy, Procedure and Benefits Manual as outlined by Exhibit “A” , attached hereto and incorporated by reference herein.
- Section 2.** All current employees of the City shall receive and acknowledge in writing the receipt of the City of Westfield Personnel Policies, Procedures, and Benefits Manual in the form attached hereto, and each person who becomes an employee of the City hereafter shall also receive a copy of such manual (or any amended version thereof that is approved hereafter by the Council) and acknowledge such receipt in writing.
- Section 3.** This Resolution shall be in full force and effect immediately, all acts necessary in the creation of this manual and amendments thereof are hereby ratified.

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2014.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Leman	_____ Charles Lehman
_____ Robert J. Smith	_____ Robert J. Smith	_____ Robert J. Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert W. Stokes	_____ Robert W. Stokes	_____ Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 14-132 was delivered to the Mayor of Westfield
on the _____ day of _____, 2014, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 14-132

this _____ day of _____,
2014.

J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 14-132

this _____ day of _____,
2014.

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266



CITY OF

Westfield

INDIANA

**PERSONNEL POLICIES,
PROCEDURES AND BENEFITS
MANUAL**

2015



PERSONNEL POLICIES,
PROCEDURES AND BENEFITS
MANUAL

CITY OF WESTFIELD

PERSONNEL POLICIES, PROCEDURES, AND BENEFITS MANUAL

(This Policy Manual Established with Ordinance 95-1 Dated January 14, 1995)

(This Policy Manual updated with Resolution 96-4 Dated February 12, 1996)

(This Policy Manual updated with Resolution 97-3 Dated February 10, 1997)

(This Policy Manual updated with Resolution 98-3 Dated February 9, 1998)

(This Policy Manual updated with Resolution 99-4 Dated March 8, 1999)

(This Policy Manual updated with Resolution 99-12 Dated December 13, 1999)

(This Policy Manual updated with Resolution 00-10 Dated December 11, 2000)

(This Policy Manual updated with Resolution 07-20 Dated November 12, 2007)

(This Policy Manual updated with Resolution 07-24 Dated December 17, 2007)

(This Policy Manual updated with Resolution 09-01 Dated March 9, 2009)

(This Policy Manual updated with Resolution 09-17 Dated December 28, 2009)

(This Policy Manual updated with Resolution 10-16 Dated December 27, 2010)

(This Policy Manual updated with Resolution 11-23 Dated November 14, 2011)

(This Policy Manual updated with Resolution 12-118 Dated December 10, 2012)

(This Policy Manual updated with Resolution 13-117 Dated December 9, 2013)

(This Policy Manual updated with Resolution 14-132 Dated December 8, 2014)

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1.00 STATEMENT OF PURPOSE

1.01 Mission Statement

It is the mission of the City of Westfield (also referred to as “the City”) to provide community services in a professional and efficient manner to its citizens. The employees of the City will implement the wishes and desires of the community as expressed through their elected representatives, the City Council.

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 your supervisors. The Chief Administrative Officer assists your 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 City Council 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 Administrative Officer of the City for approval prior to implementation.

It shall be the responsibility of the Chief Administrative Officer 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 City Council and issued by the Chief Administrative Officer.

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 Administrative Officer 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 Administrative Officer of the City must be made aware of instances that supersede this policy manual prior to implementation and for approval.

Remainder of page left blank intentionally.

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, religion, sex, national origin, age, mental or physical disability, or any other protected basis.

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, national origin, age, disability, 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, ridicule, emphasize, or characterize another person because of his/her race, color, religion, national origin, sex, age, disability, or any other protected category.

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, sex, religion, age, national origin, ancestry, disability or any other category protected under federal, state or local law. To be unlawful, conduct must be so severe and pervasive that it unreasonably interferes with an employee's ability to work.

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, sex, age, religion, national origin, ancestry or disability; and
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, sex, age, religion, national origin, ancestry or disability.

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 Administrative Officer, or to the City Council President (in case the report is about the Chief Administrative Officer).

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 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 employee, 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).

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, the applicant will 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.

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 his/her 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. Responsibility for the recruitment hiring of department heads and the Chief Administrative Officer 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 Administrative Officer may confer with other consultants or other skilled personnel familiar with minimum requirements for specific positions.

2.07 Drug 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.

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 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.

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 or operate heavy equipment. 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.

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. All vehicle accidents will require testing. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Testing for the presence of alcohol normally will be conducted by analysis of breath and testing for the presence of illegal drugs normally will be conducted by the analysis of urine. The City reserves the right to utilize blood testing when appropriate.

All information received by the City of Westfield through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with the law.

The following actions will 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.

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.

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 his/her first day of employment, or by appointment, 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 his or her employment anniversary date each year thereafter on January 3. For most employees this date will normally be the day the employee begins his/her training probationary status with the City, as further described in Section 2.090. This date is used to compute your eligibility for vacation 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.

2.13 Employment Status

There are four 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 his or her 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). The remaining fixed holidays that don't fall on the employee's normal scheduled work day will be utilized as floating holiday(s). 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 (those working less than 30 hours per week) - Any employee who is regularly scheduled less than 30 hours per week or less than 1000 hours per year and has successfully completed his or her probationary training period of employment. Part-Time Employees have no benefits.

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.

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 his/her 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 2.085** 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 Manager 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 Manager 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 his or her personnel file by contacting the Human Resources Manager during normal business hours. No employee may alter or remove any document in his or her personnel file which must be viewed in the presence of the Human Resources staff person.

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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 Administrative Officer. 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 his/her 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 that employees' performance. On other occasions, an employee may request of his/her 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 Depart 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 Administrative Officer 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 Administrative Officer depending on unusual or extraordinary circumstances that may be present during the activity, conference, or meeting.

3.06 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. 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 vender accepts) to pay for course(s). Upon completion of the course the employee must provide their supervisor and the Clerk's office with proof of earning a minimum grade of C. The employee will be responsible for the costs if the minimum grade is not earned or the employee withdraws from the class.

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 his/her 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.

Remainder of page left blank intentionally.

4.01 Eligibility

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

<u>Benefit Program</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Temporary</u>
Matching FICA and Medicare	Yes	Yes	Yes
Health, Dental, Vision			
Accident and Life Ins.	Yes	No	No
125 Plan	Yes	No	No
Regular Vacation	Yes **	No	No
Personal Hours	Yes **	No	No
Fixed Holiday	Yes **	No	No
Floating Holidays	Yes **	No	No
Illness in the Family	Yes **	No	No
Sick Leave	Yes **	No	No
Longevity	Yes	No	No
Employee Assistance (EAP)	Yes	No	No
<u>Retirement Programs</u>			
PERF	Yes	No	No
457 Plan	Yes	Yes*	No
401(a) Plan	Yes	No	No

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

** Based on Actual Hours Worked.

4.02 Health, Dental, Vision, Accident, and Life Insurance

The City Council of the City of Westfield shall establish annually the policy and contribution level for payment of the City's share of the cost of employee health, dental, vision, and life insurance. This insurance is offered to all full-time employees defined as any employee who is regularly scheduled 30 or more hours a week and has successfully completed the mandated required period of employment. City Council members are offered the same medical, dental and vision insurance but are required to pay both the employee and employer total costs of the coverage and may only elect these benefits during their term as Council members.

Additional coverage for dependents, spouse, and the entire family for health, dental, and vision coverage is available at the employee's option and expense. A detail of the cost of this additional coverage is available from the City's Human Resources Manager. The City Council shall establish annually the amount, or percentage the City will contribute toward this additional coverage for family members.

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 six sessions per covered issue. Employees should consult with the Human Resources Manager for additional information.

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.
- 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.

4.03 Effective Date of Insurance Coverage

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

4.04 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 Manager 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.

4.05 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 Human Resources Manager 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.

4.06 Elective Additional Insurance

Additional insurance coverage is available from AFLAC through payroll deductions for those employees choosing to supplement their medical coverage for themselves or their families. Please see the City's Human Resources Manager who will arrange for an appointment with the AFLAC agent. AFLAC is the only additional elective insurance that is available through payroll deduction.

4.07 125 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 Manager can explain the 125 Plan requirements and can activate your participation.

4.08 Vacation Overview

Because the City recognizes the importance of vacation time in providing the opportunity for rest, recreation and personal activities, the City grants annual paid vacation days to full-time regular employees as follows:

PROFESSIONAL POLICE AND FIRE PERSONNEL VACATION POLICY

Accrual of Vacation. 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 number of vacation days to be used during their **first full calendar year of employment** beginning January 1st:

Hire Date	8-Hour Personnel Vacation Eligibility (in Hours)	12- Hour Personnel Vacation Eligibility (in Hours)	24-Hour Personnel Days of Vacation Eligibility
January 1 - August 15	80	80	5
August 16 – September 15	64	64	4
September 16 – October 15	48	48	3
October 16 - November 15	32	32	2
November 16 – December 15	16	16	1
December 16 – December 31	8	8	0

For an example: John Doe is hired May 10th and is an 8-hour per day, employee. He will accrue vacation in his first **partial** year of employment to be taken after January 1st of the following year. He would be eligible for 10 vacation days to be taken between January 1st and December 31st of his first full year of employment.

Following the initial partial and first full calendar years (see 2.11 for further explanation) of employment, full-time regular employees shall be eligible for the following number of annual vacation days, during each of the following calendar years of employment:

Calendar Year of Employment*	8-Hour Personnel Vacation Eligibility (in Hours)	12-Hour Personnel Vacation Eligibility (in Hours)	24-Hour Personnel Days of Vacation Eligibility
2 nd through 3 rd	80	80	6
4 th through 7 th	120	120	9
8 th through 14 th	160	160	12
15 th through 21 st	200	200	15
22 nd and beyond	240	240	18

* Excludes the initial partial calendar year of employment and the first full calendar year. The City reserves the right, in its sole discretion, to credit new employees with years of employment for the purpose of calculating the number of days of vacation 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 vacation day that is taken. Vacation pay shall be paid at the non-exempt employee's regular straight time hourly wage rate as of the date the vacation is taken. Exempt salaried employees shall receive their regular salary without loss of pay for vacation days taken. Vacation pay shall not be paid in advance.

Vacation Carryover. Unused vacation 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 vacation.

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 vacation time.

Vacation Scheduling. Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of vacation. At least two weeks' notice should be given to your supervisor for vacation requests of one week or longer. All requests for vacation 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 vacation hours in one-hour increments.**

ADMINISTRATION AND PUBLIC WORKS PERSONNEL VACATION POLICY

Accrual of Vacation. 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 vacation days to be used during their first full calendar year of employment:

Hire Date	Days Vacation
January 1 - August 15	10
August 16 – September 15	8
September 16 – October 15	6
October 16 - November 15	4
November 16 – December 15	2
December 16 – December 31	1

Following the initial partial and the first full calendar years of employment, full-time regular employees shall be eligible to earn the following number of annual vacation days during each of the following calendar years of employment:

Calendar Years of Employment*	Days Vacation
2 nd through 3 rd	10
4 th through 7 th	15
8 th through 14 th	20
15 th through 21 st	25
22 nd and beyond	30

* Excludes the initial partial calendar and first full 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 vacation to which they are entitled.

All vacation, including stipend and carryover days, may be taken in ½ or full day increments.

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

Vacation Carryover. An employee may carry over five days of earned and unused vacation at the end of each calendar year but the accumulation from year to year may not exceed 5 days. Any other remaining earned and unused vacation 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 vacation, except, as described below, for payment of vacation 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 vacation pay for any vacation time which is earned but unused at the time of termination. Payment for such vacation time shall be made by the City on or by the employee's next regular payday following termination.

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

4.09 Personal Hours Overview

Each **full-time regular employee** shall be eligible for paid time off for personal hours as indicated in the following charts. Personal hours are intended to cover time off from work to allow the employee to resolve personal or family legal, medical, or other **personal** situations or problems that cannot be accomplished during the normal days off.

These hours need to be pre-approved by your supervisor after describing your personal situational need. It is expected that these eligible hours will be taken in full-hour increments. You must receive your supervisor's approval, and approval will depend upon the needs of the City and availability of other personnel to perform the necessary work of your Department. There is no carryover of personal hours from year to year.

Unused Personal Hours are not paid upon termination of employment, or at the end of any calendar year.

4.10 Personal Hours Administrative and Public Works Personnel General Guidelines

Annual Personal Hours Eligibility **(Employees are eligible for 3 equivalent days of personal hours)**

7 ½ Hour Day Employees	23 Hours per year
8 Hour Day Employees	24 Hours per year

New employees hired before July 1st of each year **will be** eligible for ½ of the annual numbers depicted above to be used during the remainder of that calendar year. This eligibility occurs **after** the completion of the first 90 days of employment.

New employees hired July 1st or after of each year **will not** be eligible for any personal hours for the remainder of that calendar year.

The Personal Hours benefit becomes available for each eligible employee effective January 1st of each New Year, subject to completion of the first 90 days of employment.

4.11 Personal Hours Professional Police and Fire Personnel First Year & Every Year Thereafter Hours Eligible

Personal Hours eligibility During First Year of Employment after 90 days

Month Of Employment	Police & Fire (8 & 12 Hour Personnel) Hours Eligibility	Fire (24 Hour Personnel) Hours Eligibility
Jan – Apr	24	24
May – Jun	16	18
Jul – Aug	8	12
After Sep 1	None	None

After the first year of employment the Professional Police Officer is eligible for forty (40) personal hours beginning January 1st of each calendar year. After the first year of employment the 24 hour personnel are eligible for 24 hours of personal hours beginning January 1st of each calendar year.

4.12 Fixed & Floating Holidays

A fixed holiday schedule will be approved by the City Council each year and communicated to the employees during December. These fixed holidays will be observed and paid for all full-time and probationary employees as further defined below:

2015 Holiday Schedule for Civilian Employees

New Year's Day Celebrated	Thursday	January 1, 2015
Martin Luther King Jr. Day	Monday	January 19, 2015
Presidents' Day	Monday	February 16, 2015
Memorial Day	Monday	May 25, 2015
Independence Day Observed	Friday	July 3, 2015
Labor Day	Monday	September 7, 2015
Thanksgiving Day	Thursday	November 26, 2015
Day after Thanksgiving	Friday	November 27, 2015
Christmas Eve Holiday	Thursday	December 24, 2015
Christmas Holiday	Friday	December 25, 2015
New Year's Eve	Thursday	December 31, 2015
Two Floating Holidays		

*Civilian Employees hired on or before June 30, will be eligible for one-half (1/2) the Floating Holidays in the year they are hired. An employee hired July 1, or later will not be eligible for any Floating Holidays in the year hired.

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 and Floating Holidays during Training Probation**
Employees are eligible for **all fixed holidays** (excluding Professional Police and 24-hour Fire Personnel) during their training probation. Employees are eligible for **floating holidays** after the completion of their training probation. Professional Police (8-hour and 12-hour) and 24-hour Fire Personnel are eligible to take floating holidays during their training probation period after 90 days of employment.
2. **Fixed and Floating Holidays during Disciplinary Probation**
Employees are eligible for **all fixed and floating holidays, including vacation and sick time**, during their disciplinary probationary period.
3. Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used.
4. **Professional Police Officer Fixed and Floating Holidays.**
Because of different shift requirements, professional police personnel (road patrol officers) will be eligible for eight (8) hours (not 12 hours) each fixed and floating holiday approved by the City Council (for example, if the City Council approved 13 total holidays, then professional police personal will receive 104 hours). These hours may be used at the employee's choosing and may be used in one-hour increments. Office personnel (professional and civilian employees) working Monday through Friday, including the detective division, will observe the fixed holiday schedule as approved by City Council. During the first partial year of employment, Professional Police officers are eligible for the remaining fixed holidays occurring after their employment date to be taken as floating holidays. These hours may be used after 90 days of employment, at the employee's choosing and may be used in one-hour increments.

Probationary Professional Police officers attending the Indiana Law Enforcement Academy Basic course or those temporarily assigned to an office assignment will observe the fixed holiday schedule approved by the City Council. 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 City Council. 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 City Council.
5. **Professional Fire Personnel Fixed and Floating Holidays.**
Because of different shift requirements, the professional fire and EMS personnel will be eligible for four (4) floating holidays approved by the City Council except those days will be at the employee's choosing and must be taken in full day increments. 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**

<u>Month</u>	<u>(24 Hour Personnel)</u>
Jan. – Mar.	3
Apr. – Jun.	2
July – Sept.	1
After Oct. 1	0

6. If a regular or probationary full-time employee (non-public safety) works on a fixed holiday that is approved by the City Council, the employee will receive pay at 1.5 times his or her 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.
7. Floating Holidays are not paid upon termination from employment.

4.13 Floating Holidays

If floating holidays have been granted by the Westfield City Council the following rules apply.

- The floating holiday needs to be planned in advance with your supervisor's approval as any normal "vacation" might be planned.
- Floating holidays are not eligible to be carried forward to the next year, and no pay will be provided for unused floating holiday at the end of a calendar year or upon termination of employment, for any reason.
- Floating holidays must be taken in no less than ½ day increments. This does not apply to Professional Police Personnel.
- Disciplinary probationary employees are eligible to schedule floating holidays.
- Training probationary employees are eligible to schedule floating holidays after the Training Probationary Period. Professional Police and Fire employees are eligible during their Training Probationary Period after 90 days of employment.
- New civilian employees hired before July 1st of each year will be eligible for ½ of the annual number of floating holidays to be used during the remainder of that calendar year. This eligibility occurs after the completion of the first 90 days of employment.
- New civilian employees hired July 1st or after of each year will not be eligible for any floating holidays during the remainder of that calendar year.

4.14 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, Bereavement Leave, Family Illness Leave or Industrial Injury Leave during the calendar year. If an employee takes Compensation Time or Flex 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.

4.15 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. Six (6) sessions per issue will be provided free of charge. Please contact Human Resources for any further information regarding this program.

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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 pay 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 2.080. Based upon years of service, years 1-10 is \$200 per year and years 11-25 is \$250 per year. The longevity benefit is not applicable to the Mayor, Deputy Mayor and the Clerk-Treasurer. 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 completing 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 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.

5.05 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 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 one-half 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. Holidays (fixed and floating), Personal Days, 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 average 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 average hourly rate 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 his or her regularly scheduled hours for the workweek must fall within the department's budgetary limitations, except in the case of an emergency.
- (3) Non-Exempt Civilian Employees are required to report all hours worked on a personal time sheet that is signed by the employee's department head or the department head's designee. Failure to accurately report hours worked shall result in employee discipline.

- (4) Non-Exempt Civilian Employees shall be entitled to compensation at their regular hourly rate for each hour (of portion of an hour) worked in excess of 37½, but less than or equal to 40 hours in any workweek.
- (5) If Non-Exempt Civilian Employees are required to perform work for more than 40 hours in a workweek, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (C) for any hour (or portion of an hour) worked in excess of 40.

(C) Non-Exempt Civilian Employees: Compensatory Time Off

- (1) As used within this subsection (C), “department head” shall refer to the department head for the applicable Non-Exempt Civilian Employee or the department head’s designee.
- (2) When a Non-Exempt Civilian Employee works more than 40 hours in a workweek, the department head, at his or her 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.
- (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.
- (6) Non-Exempt Civilian Employees must submit requests to use earned compensatory time off to their department head. Department heads shall allow Non-Exempt Civilian Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the department head’s discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.

- (7) Under no circumstances may a Non-Exempt Civilian Employee take compensatory time off until the employee has earned compensatory time off.
- (8) Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

(D) **Non-Exempt Professional Police Employees: Standard Work Period and Overtime**

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

(E) **Non-Exempt Professional Police Employees: Compensatory Time Off**

- (1) As used within this subsection (E), "Police Chief" shall refer to the Police Chief for the City or the Police Chief's designee.
- (2) When a Non-Exempt Professional Police Employee works more than 85½ hours in a given work period, the Police Chief, at his or her 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 his/her 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.
 - 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.
 - 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.

- 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 his or her 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) Exempt Employees, however, shall be entitled to earn "Flex Time Off" as set forth in subsection (B).

(B) Exempt Employees: Flex Time Off

- (1) As used within this subsection (B), "department head" shall refer to the applicable department head for the department in which the Exempt Employee is employed. In the case of the Chief Administrative Officer and/or Deputy Mayor, "department head" shall mean the President of the City Council and/or Mayor.
- (2) When an Exempt Employee works more than 40 hours in a given workweek, the department head, at his or her discretion, may grant the Exempt Employee flex time off.
- (3) When flex time off is granted, the Exempt Employee shall earn flex time off at the rate of 1 hour of flex time off for each hour worked in excess of 40 in a workweek. An Exempt Employee must account for 8 hours per day and working more or less should be accounted for by earning or taking flex time or other benefit days.
- (4) When an Exempt Employee earns flex time off, the employee shall be allowed to accrue a flex time off balance up to 24 hours. Once an Exempt Employee has accrued a balance of 24 hours of flex time off, the employee shall not accrue any additional flex time off until the Exempt Employee's flex time off balance is reduced below 24 hours.
- (5) Exempt Employees must submit requests to use accrued flex time off to their department heads. The department heads shall allow Exempt Employees to use accrued flex 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.
- (6) Under no circumstances shall an Exempt Employee be permitted to take flex time off until the employee has earned flex time off. .

- (7) Accrued flex time off hours will be carried forward from calendar year to calendar year.
- (8) No payments shall be made for accrued flex time off, and no payment shall be made in lieu of taking accrued 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, 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 Department, 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.

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 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.

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 Manager, may have a portion of their wages or salary withheld for additional approved purposes, such as:

Purchase of group health, dental and vision for family members
Purchase of supplemental insurance coverage
One America deferred tax 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.

5.11 Garnishments

We expect that each employee will be responsible for his or her 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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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. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. 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 (e.g. vacation, compensatory time, personal time, or floating holidays) for sick days.

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

Department	Probation Months	Eligibility for Sick Hours During First 90 Days of Employment	After 90 Days of Employment
Fire Admin.	6	0	8 Hours for each remaining full month left in the year
Police Admin. Police	6	0	
Utility/Admin.	12	0	
	6	0	
24-Hour Fire	12	0	8 Hours for each remaining full month left in the year

Regular Full-Time Employees

If a regular full-time employee is absent because of illness or injury, he or she 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 7-½-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.

Other Sick Leave Administrative Issues

Unless another time period is permitted by law, if illness or injury prevents an employee from reporting for work, he/she must contact his/her immediate supervisor of their absence prior to time he/she 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. 24 Hour Firefighter employees off due to illness for two (2) consecutive assigned workdays will require medical documentation. 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:

- a. Use of sick leave for reasons other than illness or injury, except as expressly permitted in this manual.
- b. 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 7.010 "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 his or her 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.

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 his or her 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 his or her request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the employee's medical provider explaining the employee's need for and the expected length of the employee's leave.
5. 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 he or she is receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Chief Administrative Officer 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.

7.02 National Guard and Reserve Duty 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. 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.

Your supervisor may request a copy of any orders to substantiate a requested leave. Such leave shall not be charged against the employee's sick or vacation allowance. (IC 10-2-4-3)

In addition to the unpaid leave provided above, any employee of the City who serves in any reserve or active branch of the military or National Guard shall be granted 120 hours of paid military leave in any calendar year. For these 120 hours, the City will compensate the employee for the difference between his or her salary and/or hourly wages paid by the City and the salary paid by the military, if any. This means that if military pay is less than civilian pay, the City will make up the difference for 120 hours of the employee's military leave. If your military pay is in excess of your civilian pay, no payment from the City will be made. In no case will any employee receive full pay from both the military and the City for the same work period.

Pay beyond 120 hours of active duty each calendar year will not be compensated by the City. Unused leave will not carry over into the following year. 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.

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 his/her earned, unused paid time off, including vacation or personal time, floating holidays, comp time, and flex time, for all or a portion of his/her 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 Human Resources Manager.

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, half-brother, half-sister.

Those employees assigned to 7.5 or 8-hour shifts may be granted three (3) days of Bereavement Leave. Those assigned to 12-hour shifts may be granted two (2) days of Bereavement Leave. Those assigned to 24-hour shifts may be granted one (1) day of Bereavement Leave (i.e., one 24-hour period). 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 Administrative Officer.

Any other absence in connection with funerals of other relatives or friends may be excused **without pay** if personal hours are 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 7.070) 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.

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 his or her Department Head or immediate supervisor. This employee shall be excused from work for the days on which he/she serves.

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, he/she 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 Administrative Officer and City Council. 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 her 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 her 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 her direct supervision a workplace accommodation.

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 (defined in accordance with applicable State law, as amended from time to time), 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 his or her 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 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 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 his or her 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 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 his or her 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 Chief Administrative Officer's office a medical release indicating that the employee is able to return to work. 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 he or she 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.

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 8.015 below and the City will not make any contributions to that plan.

8.02 Public Employees Retirement Fund (PERF)

All regular full-time employees (other than certain firefighters and police officers described in Section 8.020.2), 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 into the 457 account. Paramedics do not have to contribute to the 457.

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 online at www.in.gov/inprs/perfmbforms.htm. Additional questions should be directed to the Clerk Treasurer's office.

8.03 Deferred Compensation (Supplemental Retirement Option)

457 Retirement Plan

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

The City's Human Resources Manager can explain the plan requirements. Changes in payroll deductions should be directed to the Clerk Treasurer's office. Contact our representative from One America 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. 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 Human Resources Manager 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 **example** below 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%.

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

If you invest \$1,500 into the 457 Retirement 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, 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.

8.05 City Contribution to 457 Plan for Certain Police Officers

This policy applies to all police officers who did not elect to enroll in the 1977 Police and Firefighters Fund as described below in Section 8.020.2 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 into the 457 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. For additional information with respect to this program, contact the Clerk Treasurer's office.

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 Sr. Firefighter's base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional 19.7% of the 1st Class Patrolman or Sr. Firefighter's base salary plus 20 years of longevity pay into the '77 Fund.

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

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

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

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9.00 PERSONAL HEALTH AND 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 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 his/her normal rate of pay and subsequently receives workers comp or PERF 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. 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 Manager 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 Administrative Officer could result in disciplinary action of the supervisor.

9.03 Smoking

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.

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.

Human Resources 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 his/her 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.

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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 AND 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 Administrative Officer 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.

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 Administrative Officer 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 Administrative Officer. 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. Engaging in or permitting unethical or illegal conduct
19. 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 are strictly prohibited from bringing firearms or other weapons into the workplace or in any City vehicle unless specified by the City, except otherwise provided by applicable law.

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 or 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, Human Resources Manager or Deputy Mayor 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.**

Remainder of page left blank intentionally.

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 his or her 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 and 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 35-44-1-3.

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

(2) 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 35-44-1-3, 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

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 Administrative Officer and City Council.

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, shorts, jeans, 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 his/her 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 Manager 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 Manager's office. If your personal family situation changes you may want to change this form.

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

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 he/she is or was 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 he/she shall immediately disclose his or her 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.

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 Manager 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 Administrative Officer 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 Administrative Officer. 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.

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
- 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 11.040 and 11.050 for disciplinary actions when this policy is violated.

12.20.3 Statement of Policy

A. 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. Permissible Uses

1. Authorized Users

- a. Users and other persons who have received special permissions under the appropriate City authority (Mayor, Deputy Mayor, 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.

C. Prohibited Uses

1. Prohibited Purposes

- a. Personal use that creates a cost for the City.
- 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:
 - i. Creation or distribution of any offensive or disruptive messages, offensive comments about race, gender, hair color, age, sexual orientation, pornography, religious or political beliefs and/or practices, national origin or disability
- 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.

D. City Employee's Access and Disclosure

- 1. Users must keep their personal username(s) and password(s) confidential.

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 follow 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 he or she 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. § 5-14-3-4 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.

E. Retention and Archiving of Electronic Mail

Electronic mail messages using City-owned equipment or software are public record and are 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.

F. 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.

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CITY OF WESTFIELD, INDIANA PERFORMANCE MANAGEMENT GUIDELINES FOR FULL-TIME CIVILIAN EMPLOYEES

INTRODUCTION

1. 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.

2. 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 is implementing 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.

3. Roles and Responsibilities

The Human Resources Manager 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

4. 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. Every employee hired before July 1, 2014, will participate in the 2015 performance management process. The 2015 schedule is outlined below.

- a) Supervisor provides employee with self-assessment form no earlier than September 3, 2015, and no later than October 17, 2015, 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 October 24, 2015. 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 October 31, 2015. 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 November 29, 2015. 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 February 28, 2016. Original signed form is sent to Human Resources no later than March 7, 2016. Department and employee each get a copy.

5. 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.

6. Supervisor's Performance Evaluation

The performance evaluation consists 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 2015, 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 which includes adhering to the City's Goals of Employee Engagement, Enhanced Infrastructure, Safe City, Fiscal Responsibility and Excellence in Customer Relations.

7. 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 an entirely 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 his 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 his 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.

8. 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 his 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.

9. 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 his 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 he agrees 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 his supervisor and provide verbal and written feedback regarding the content of the performance evaluation. An employee's refusal to sign the performance evaluation form will lead to disciplinary action.

BEYOND THE PERFORMANCE EVALUATION

10. Follow-Up

Any employee who receives one or more "Unacceptable" ratings or three or more "Needs Improvement" ratings must meet again with his 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 his 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 2014 performance evaluation will not be specifically tied to the level of pay increases in 2015, underperforming employees, as measured by the performance evaluation process, may be

denied a cost-of-living adjustment (COLA) in 2014.

11. Ongoing Feedback

The performance evaluation is a valuable mechanism to give an employee feedback on his 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.

PERFORMANCE MANAGEMENT CYCLE



Appendix III

City of Westfield, Indiana 2015 Employee Self-Assessment

Employee Name _____ Department: _____

You are scheduled for a performance evaluation interview with your supervisor (and/or another member of your department's management team) on or about _____.

In preparation for your interview, please respond to the following questions to the best of your ability. Return the completed form to your supervisor no later than _____. **Attach additional pages if you need more space to respond to any question below.**

1. From the following list, please consider the personal attributes you bring to the job. Put an "S" beside the three (3) attributes you consider your greatest strengths. Put a "W" beside the three (3) attributes you think you are weakest. A description of these attributes is attached for your reference. Do not consider the "Leadership" attribute unless you are a supervisor.

Job Knowledge	Problem Solving	Accountability
Productivity	Adaptability	Time Management
Quality of Work	Attitude	Training/Development
Teamwork	Attendance	Analytical Thinking
Communication	Compliance	Decision Making
Customer Service	Leadership	Fiscal Management
Initiative	Professionalism	Innovation

2. Do you feel that you are currently in the position that best suits your skills and talents?
3. What do you consider your major job accomplishments over the past year?
4. What would you like to achieve in your job over the next year?
5. Do you have the resources (equipment, time, training, instruction, teamwork, etc.) you need to do your job? If not, please describe the additional resources you need.
6. Do you think your job could be modified in any way to make you more efficient or effective?
7. Where do you want to be next year? 5 years from now? Other?

Employee Signature

Date

Description of Attributes

Your supervisor will be rating you on each of these attributes, selecting from the following categories:
Meets Expectations, Exceeds Expectations, Needs Improvement, Unacceptable

JOB KNOWLEDGE	You understand job requirements and seek to obtain knowledge, skills and abilities. You know when your skills are adequate for a task and when to ask for help.
PRODUCTIVITY	You make good use of time and produce results consistent with your efforts. You are able to prioritize tasks, respond to requests in a timely manner and meet deadlines.
QUALITY OF WORK	Your work is accurate, thorough and neat, and meets department and governmental standards. You set high standards for yourself and act quickly to identify and correct errors.
TEAMWORK	You cooperate and work well with others to complete projects and achieve goals. You maintain positive relationships with coworkers and respect their contributions to team efforts.
COMMUNICATION	You communicate well with others, both verbally and in writing, as needed. You are a good listener, able to ask questions and/or provide explanations to ensure understanding.
CUSTOMER SERVICE	You provide superior service to internal and external customers. You represent the City and/or your department in a courteous, positive and professional manner.
INITIATIVE	You are self-motivated to remain active without constant oversight. You can be relied upon to follow through with a plan of action in order to complete tasks and meet goals.
PROBLEM SOLVING	You recognize problems that arise in the course of your work activities and develop effective solutions. You apply logic and innovation to workplace situations.
ADAPTABILITY	You respond to shifting requirements, goals and priorities without undue stress or disruption. You can work effectively in a variety of environments and with a variety of people.
ATTITUDE	You display a willingness to do whatever needs to be done on job assignments. You take personal pride in your performance and make a positive contribution to workplace morale.
ATTENDANCE	You report to work as scheduled, with minimal tardiness and unplanned absences. You are fully attentive while at work and seek to avoid unnecessary distractions.
COMPLIANCE	You comply with City policies and procedures, and with written and oral instructions from your supervisors. You show respect for management and department decisions.
LEADERSHIP	You identify and assume all responsibilities associated with supervision. You effectively mentor and motivate subordinates to achieve maximum morale and productivity.

CITY OF WESTFIELD, INDIANA 2015 PERFORMANCE EVALUATION



Employee Name: _____

Department: _____

Job Title: _____

Date: _____

Please check one: Regular Annual Evaluation ☐ Other ☐ _____

Supervisor(s) conducting performance evaluation interview: _____

Attach additional pages if more space is needed for any portion of this performance evaluation.

PERSONAL/WORK ATTRIBUTES

JOB KNOWLEDGE	<i>Expectations: Employee understands practical/technical job requirements and seeks to acquire and update relevant knowledge, skills and abilities. Employee knows when skills are adequate for tasks and when to ask for assistance.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
PRODUCTIVITY	<i>Expectations: Employee makes good use of time and produces results consistent with individual and/or group efforts. Employee prioritizes assignments, responds to requests in a timely manner and meets deadlines.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
QUALITY OF WORK	<i>Expectations: Employee's work is accurate, thorough and neat, and consistently meets department standards and/or government requirements. Employee sets high personal standards and acts quickly to identify and correct errors.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
TEAMWORK	<i>Expectations: Employee works cooperatively with others to complete projects and achieve goals. Employee fosters positive relationships with colleagues and demonstrates respect for their contributions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
COMMUNICATION	<i>Expectations: Employee communicates effectively with others, verbally and/or in writing as necessary, to complete assigned tasks. Employee listens carefully and provides explanations or asks questions when necessary to ensure understanding.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			

PERSONAL/WORK ATTRIBUTES (continued)

CUSTOMER SERVICE	<i>Expectations: Employee is attentive to the needs of internal and external customers and seeks to provide superior service. Employee represents the City and/or Department in a courteous, positive and professional manner.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
INITIATIVE	<i>Expectations: Employee is self-motivated to remain active and productive without constant oversight. Employee is able to follow through with a plan of action to complete tasks or reach goals.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
PROBLEM SOLVING	<i>Expectations: Employee recognizes problems that arise in the course of performing work activities and develops effective solutions. Employee applies logic and innovation to work situations.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
ADAPTABILITY	<i>Expectations: Employee is an agent for positive change, responding to shifting requirements, goals and priorities without undue stress or disruption. Employee works effectively in a variety of environments and with a variety of people.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
ATTITUDE	<i>Expectations: Employee approaches people and job assignments with respect and a willingness to do whatever needs to be done. Employee takes personal pride in a job well done and makes a positive contribution to workplace morale.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			

PERSONAL/WORK ATTRIBUTES (continued)

ATTENDANCE	<i>Expectations: Employee reports to work as scheduled and minimizes tardiness and unplanned time off. Employee is fully attentive when on the job, and seeks to avoid unnecessary distractions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
COMPLIANCE	<i>Expectations: Employee complies with City policies and procedures and with written and oral instructions provided by supervisory staff. Employee shows respect for management and department decisions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
LEADERSHIP (supervisors only)	<i>Expectations: Employee identifies with and assumes the tasks and responsibilities associated with supervision. Employee is effective at mentoring and motivating subordinates to achieve maximum morale and productivity.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			

CITY GOALS

EMPLOYEE ENGAGEMENT	<i>Expectations: Employee takes an active role City activities or in assisting in the development and planning of our processes.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
ENHANCED INFRASTRUCTURE	<i>Expectations: Employee actively pursues the preservation of our City infrastructure and looks for ways to improve items or processes that will assist in the long term preservation of City infrastructure.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
SAFE CITY	<i>Expectations: Employee is aware of City safety protocols and helps to promote a safe live, work and play environment.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
FISCAL RESPONSIBILITY	<i>Expectations: Employee recognizes opportunities of waste and does all within his/her power to provide solutions that stimulate and foster a culture of fiscal responsibility.</i>		
Meets Expectations	Exceeds Expectations	Needs Improvement	Unacceptable
<i>Comments (required for anything other than Meets Expectations):</i>			
EXCELLENCE IN CUSTOMER RELATIONS	<i>Expectations: Employee is aware of the need for maintaining good relations with residents, visitors, business owners and others. Employee promotes the City of Westfield.</i>		
Meets Expectations	Exceeds Expectations	Needs Improvement	Unacceptable
<i>Comments (required for anything other than Meets Expectations):</i>			

AREAS FOR DEVELOPMENT

Specific areas for improvement:

Recommendations for training or professional development:

ACHIEVEMENTS AND GOALS

Notable achievements in past 12 months:

List two goals for next 12 months (goals should be specific, measureable and achievable):

OTHER COMMENTS

Additional supervisor comments (optional):

Employee feedback (optional):

ACKNOWLEDGEMENTS

Supervisor Acknowledgement: I attest that I have discussed the contents of this performance evaluation with the employee, and addressed the employee's strengths, weaknesses, achievements and goals.

Next evaluation recommended: Annual ☐ Three Months for Performance Improvement Plan ☐

Supervisor Signature

Date

Employee Acknowledgement:

I attest that I have had an opportunity to:

- 1) Provide input regarding my performance prior to my performance evaluation, a copy of which is attached;
- 2) Discuss the contents of this performance evaluation with an immediate supervisor and/or member of my department's management staff; and
- 3) Provide verbal and written feedback regarding the content of the performance evaluation. (Employee may attach additional written response within 10 calendar days after the evaluation interview, not to exceed 1 page in length, which will be filed with the performance evaluation form.)

Signature does not necessarily indicate agreement with the contents of the performance evaluation, but acknowledges receipt of the performance evaluation.

Employee Signature

Date

Management Acknowledgement:

I attest that I have reviewed and approved this performance evaluation and all attachments thereto.

Department Director Signature

Date

Manager of Human Resources Signature

Appendix V

Annual Manager Feedback Form (COMPLETE IN PHASE II)

To be completed by employees: Please mark the answer that most closely reflects your response, and enter comments to provide more understanding:

- a. I receive frequent, on-going, timely feedback about my performance:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- b. I have the necessary tools and resources to perform my job :

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- c. I have the necessary information to perform my job accurately:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- d. I am given opportunities to grow and learn new skills:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- e. I understand how what I do on a daily basis contributes toward the goals and objectives of my department and the City/Town:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- f. Conflicts and differences of opinion are resolved respectfully in our department:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

Employee Signature: _____ Department: _____

Manager/Supervisor Signature: _____ Date: _____

Appendix VI

ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT

READ CAREFULLY

I acknowledge and agree that:

1. I have received a copy or have access to an electronic version of the City of Westfield's Personnel Policies, Procedures, and Benefits Manual ("the Manual").
2. I will familiarize myself with the provisions of the Manual and read its provisions carefully.
3. Unless otherwise provided for in a collective bargaining agreement, a written employment contract signed by me and the Chief Administrative Officer or Mayor of the City, or by law, I understand that my employment relationship with the City is terminable at will by either party without notice or cause, notwithstanding any other oral or written statements by either party prior to, at, or following the date of employment.

Employee Signature

Employee Name (Printed)

Date of Signature



**PERSONNEL POLICIES,
PROCEDURES AND BENEFITS
MANUAL**

20154



PERSONNEL POLICIES,
PROCEDURES AND BENEFITS
MANUAL

CITY OF WESTFIELD

PERSONNEL POLICIES, PROCEDURES, AND BENEFITS MANUAL

(This Policy Manual Established with Ordinance 95-1 Dated January 14, 1995)

(This Policy Manual updated with Resolution 96-4 Dated February 12, 1996)

(This Policy Manual updated with Resolution 97-3 Dated February 10, 1997)

(This Policy Manual updated with Resolution 98-3 Dated February 9, 1998)

(This Policy Manual updated with Resolution 99-4 Dated March 8, 1999)

(This Policy Manual updated with Resolution 99-12 Dated December 13, 1999)

(This Policy Manual updated with Resolution 00-10 Dated December 11, 2000)

(This Policy Manual updated with Resolution 07-20 Dated November 12, 2007)

(This Policy Manual updated with Resolution 07-24 Dated December 17, 2007)

(This Policy Manual updated with Resolution 09-01 Dated March 9, 2009)

(This Policy Manual updated with Resolution 09-17 Dated December 28, 2009)

(This Policy Manual updated with Resolution 10-16 Dated December 27, 2010)

(This Policy Manual updated with Resolution 11-23 Dated November 14, 2011)

(This Policy Manual updated with Resolution 12-118 Dated December 10, 2012)

(This Policy Manual updated with Resolution 13-117 Dated December 9, 2013)

(This Policy Manual updated with Resolution 14-132 Dated December 8, 2014)

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1.00 STATEMENT OF PURPOSE

1.01 Mission Statement

It is the mission of the City of Westfield (also referred to as "the City") to provide community services in a professional and efficient manner to its citizens. The employees of the City will implement the wishes and desires of the community as expressed through their elected representatives, the City Council.

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 your supervisors. The Chief Administrative Officer assists your 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 City Council 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 Administrative Officer of the City for approval prior to implementation.

It shall be the responsibility of the Chief Administrative Officer 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 City Council and issued by the Chief Administrative Officer.

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 Administrative Officer 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 Administrative Officer of the City must be made aware of instances that supersede this policy manual prior to implementation and for approval.

Remainder of page left blank intentionally.

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, religion, sex, national origin, age, mental or physical disability, or any other protected basis.

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, national origin, age, disability, 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, ridicule, emphasize, or characterize another person because of his/her race, color, religion, national origin, sex, age, disability, or any other protected category.

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, sex, religion, age, national origin, ancestry, disability or any other category protected under federal, state or local law. To be unlawful, conduct must be so severe and pervasive that it unreasonably interferes with an employee's ability to work.

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, sex, age, religion, national origin, ancestry or disability; and
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, sex, age, religion, national origin, ancestry or disability.

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 Administrative Officer, or to the City Council President (in case the report is about the Chief Administrative Officer).

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 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 employee, 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).

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, the applicant will 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.

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 his/her 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. Responsibility for the recruitment hiring of department heads and the Chief Administrative Officer 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 Administrative Officer may confer with other consultants or other skilled personnel familiar with minimum requirements for specific positions.

2.07 **Drug 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.

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 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.

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 or operate heavy equipment. 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.

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. All vehicle accidents will require testing. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Testing for the presence of alcohol normally will be conducted by analysis of breath and testing for the presence of illegal drugs normally will be conducted by the analysis of urine. The City reserves the right to utilize blood testing when appropriate.

All information received by the City of Westfield through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with the law.

The following actions will 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.

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.

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 his/her first day of employment, or by appointment, 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 his or her employment anniversary date each year thereafter on January 3. For most employees this date will normally be the day the employee begins his/her training probationary status with the City, as further described in Section 2.090. This date is used to compute your eligibility for vacation and other benefits related to continuous time employed by the City. Years of employment calculation will ~~does not~~ begin until 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.

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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.

2.13 Employment Status

There are four 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 his or her 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). The remaining fixed holidays that don't fall on the employee's normal scheduled work day will be utilized as floating holiday(s). 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 (those working less than 30 hours per week) - Any employee who is regularly scheduled less than 30 hours per week or less than 1000 hours per year and has successfully completed his or her probationary training period of employment. Part-Time Employees have no benefits.

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.

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 his/her 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 2.085** 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 Manager 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 Manager 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 his or her personnel file by contacting the Human Resources Manager during normal business hours. No employee may alter or remove any document in his or her personnel file which must be viewed in the presence of the Human Resources staff person.

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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 Administrative Officer. 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 his/her 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 that employees' performance. On other occasions, an employee may request of his/her 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 Depart 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 Administrative Officer 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 Administrative Officer depending on unusual or extraordinary circumstances that may be present during the activity, conference, or meeting.

3.06 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. The City will typically only ~~pay~~[reimburse an amount](#) up to the amount established by law above which such ~~reimbursement~~ is considered taxable wages. The employee will use a Purchase Card (if vender accepts) to pay for course(s). Upon completion of the course the employee must provide their supervisor and the Clerk's office with proof of earning a minimum grade of C. The employee will be responsible for the costs if the minimum grade is not earned or the employee withdraws from the class.

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 his/her 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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4.00 PERSONNEL BENEFITS

4.01 Eligibility

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

<u>Benefit Program</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Temporary</u>
Matching FICA and Medicare	Yes	Yes	Yes
Health, Dental, Vision	Yes	No	No
Accident and Life Ins.	Yes	No	No
125 Plan	Yes **	No	No
Regular Vacation	Yes **	No	No
Personal Hours	Yes **	No	No
Fixed Holiday	Yes **	No	No
Floating Holidays	Yes **	No	No
Illness in the Family	Yes **	No	No
Sick Leave	Yes **	No	No
Longevity	Yes	No	No
Employee Assistance (EAP)	Yes	No	No
<u>Retirement Programs</u>			
PERF	Yes	No	No
457 Plan	Yes	Yes*	No
401(a) Plan	Yes	No	No

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

** Based on Actual Hours Worked.

4.02 Health, Dental, Vision, Accident, and Life Insurance

The City Council of the City of Westfield shall establish annually the policy and contribution level for payment of the City's share of the cost of employee health, dental, vision, and life insurance. This insurance is offered to all full-time employees defined as any employee who is regularly scheduled 30 or more hours a week and has successfully completed the mandated required period of employment. City Council members are offered the same medical, dental and vision insurance but are required to pay both the employee and employer total costs of the coverage and may only elect these benefits during their term as Council members.

Additional coverage for dependents, spouse, and the entire family for health, dental, and vision coverage is available at the employee's option and expense. A detail of the cost of this additional coverage is available from the City's Human Resources Manager. The City Council shall establish annually the amount, or percentage the City will contribute toward this additional coverage for family members.

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 six sessions per covered issue. Employees should consult with the Human Resources Manager for additional information.

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.

- 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.

4.03 **Effective Date of Insurance Coverage**

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

4.04 **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 Manager 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.

4.05 **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 Human Resources Manager 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.

4.06 Elective Additional Insurance

Additional insurance coverage is available from AFLAC through payroll deductions for those employees choosing to supplement their medical coverage for themselves or their families. Please see the City's Human Resources Manager who will arrange for an appointment with the AFLAC agent. AFLAC is the only additional elective insurance that is available through payroll deduction.

4.07 125 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 Manager can explain the 125 Plan requirements and can activate your participation.

4.08 Vacation Overview

Because the City recognizes the importance of vacation time in providing the opportunity for rest, recreation and personal activities, the City grants annual paid vacation days to full-time regular employees as follows:

PROFESSIONAL POLICE AND FIRE PERSONNEL VACATION POLICY

Accrual of Vacation. 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 number of vacation days to be used during their **first full calendar year of employment** beginning January 1st:

Hire Date	8-Hour Personnel Vacation Eligibility (in Hours)	12- Hour Personnel Vacation Eligibility (in Hours)	24-Hour Personnel Days of Vacation Eligibility
January 1 - August 15	80	80	5
August 16 – September 15	64	64	4
September 16 – October 15	48	48	3
October 16 - November 15	32	32	2

November 16 – December 15	16	16	1
December 16 – December 31	8	8	0

For an example: John Doe is hired May 10th and is an 8-hour per day, employee. He will accrue vacation in his first **partial** year of employment to be taken after January 1st of the following year. He would be eligible for 10 vacation days to be taken between January 1st and December 31st of his first full year of employment.

Following the **initial partial and first full calendar years** ([see 2.11 for further explanation](#)) of employment, full-time regular employees shall be eligible for the following number of annual vacation days, during each of the following calendar years of employment:

Calendar Year of Employment*	8-Hour Personnel Vacation Eligibility (in Hours)	12-Hour Personnel Vacation Eligibility (in Hours)	24-Hour Personnel Days of Vacation Eligibility
2 nd through 3 rd	80	80	6
4 th through 7 th	120	120	9
8 th through 14 th	160	160	12
15 th through 21 st	200	200	15
22 nd and beyond	240	240	18

* Excludes the initial partial calendar year of employment and the first full calendar year. The City reserves the right, in its sole discretion, to credit new employees with years of employment for the purpose of calculating the number of days of vacation 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 vacation day that is taken. Vacation pay shall be paid at the non-exempt employee's regular straight time hourly wage rate as of the date the vacation is taken. Exempt salaried employees shall receive their regular salary without loss of pay for vacation days taken. Vacation pay shall not be paid in advance.

Vacation Carryover. Unused vacation 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 vacation.

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 vacation time.

Vacation Scheduling. Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of vacation. At least two weeks' notice should be given to your supervisor for vacation requests of one week or longer. All requests for vacation 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 vacation hours in one-hour increments.**

ADMINISTRATION AND PUBLIC WORKS PERSONNEL VACATION POLICY

Accrual of Vacation. 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 vacation days to be used during their first full calendar year of employment:

Hire Date	Days Vacation
January 1 - August 15	10
August 16 – September 15	8
September 16 – October 15	6
October 16 - November 15	4
November 16 – December 15	2
December 16 – December 31	1

Following the initial partial and the first full calendar years of employment, full-time regular employees shall be eligible to earn the following number of annual vacation days during each of the following calendar years of employment:

Calendar Years of Employment*	Days Vacation
2nd through 3 rd	10
4 th through 7 th	15
8 th through 14 th	20
15 th through 21 st	25
22 nd and beyond	30

* Excludes the initial partial calendar and first full 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 vacation to which they are entitled.

All vacation, including stipend and carryover days, may be taken in ½ or full day increments.

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

Vacation Carryover. An employee may carry over five days of earned and unused vacation at the end of each calendar year but the accumulation from year to year may not exceed 5 days. Any other remaining earned and unused vacation 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 vacation, except, as described below, for payment of vacation 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 vacation pay for any vacation time which is earned but unused at the time of termination. Payment for such vacation time shall be made by the City on or by the employee's next regular payday following termination.

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

4.09 **Personal Hours Overview**

Each **full-time regular employee** shall be eligible for paid time off for personal hours as indicated in the following charts. Personal hours are intended to cover time off from work to allow

the employee to resolve personal or family legal, medical, or other **personal** situations or problems that cannot be accomplished during the normal days off.

These hours need to be pre-approved by your supervisor after describing your personal situational need. It is expected that these eligible hours will be taken in full-hour increments. You must receive your supervisor's approval, and approval will depend upon the needs of the City and availability of other personnel to perform the necessary work of your Department. There is no carryover of personal hours from year to year.

Unused Personal Hours are not paid upon termination of employment, or at the end of any calendar year.

4.10 **Personal Hours
Administrative and Public Works Personnel
General Guidelines**

**Annual Personal Hours Eligibility
(Employees are eligible for 3 equivalent days of personal hours)**

7 ½ Hour Day Employees	23 Hours per year
8 Hour Day Employees	24 Hours per year

New employees hired before July 1st of each year **will be** eligible for ½ of the annual numbers depicted above to be used during the remainder of that calendar year. This eligibility occurs **after** the completion of the first 90 days of employment.

New employees hired July 1st or after of each year **will not** be eligible for any personal hours for the remainder of that calendar year.

The Personal Hours benefit becomes available for each eligible employee effective January 1st of each New Year, subject to completion of the first 90 days of employment.

4.11 **Personal Hours
Professional Police and Fire Personnel
First Year & Every Year Thereafter
Hours Eligible**

**Personal Hours eligibility
During First Year of Employment after 90 days**

Month Of Employment	Police & Fire (8 & 12 Hour Personnel) Hours Eligibility	Fire (24 Hour Personnel) Hours Eligibility
Jan – Apr	24	8 24
May – Jun	16	6 18
Jul – Aug	8	4 12
After Sep 1	None	None

After the first year of employment the Professional Police Officer is eligible for forty (40) personal hours beginning January 1st of each calendar year. After the first year of employment the 24 hour personnel are eligible for 24 hours of personal hours beginning January 1st of each calendar year.

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4.12 Fixed & Floating Holidays

A fixed holiday schedule will be approved by the City Council each year and communicated to the employees during December. These fixed holidays will be observed and paid for all full-time and probationary employees as further defined below:

2015 Holiday Schedule for Civilian Employees

<u>New Year's Day Celebrated</u>	<u>Thursday</u>	<u>January 1, 2015</u>
<u>Martin Luther King Jr. Day</u>	<u>Monday</u>	<u>January 19, 2015</u>
<u>Presidents' Day</u>	<u>Monday</u>	<u>February 16, 2015</u>
<u>Memorial Day</u>	<u>Monday</u>	<u>May 25, 2015</u>
<u>Independence Day Observed</u>	<u>Friday</u>	<u>July 3, 2015</u>
<u>Labor Day</u>	<u>Monday</u>	<u>September 7, 2015</u>
<u>Thanksgiving Day</u>	<u>Thursday</u>	<u>November 26, 2015</u>
<u>Day after Thanksgiving</u>	<u>Friday</u>	<u>November 27, 2015</u>
<u>Christmas Eve Holiday</u>	<u>Thursday</u>	<u>December 24, 2015</u>
<u>Christmas Holiday</u>	<u>Friday</u>	<u>December 25, 2015</u>
<u>New Year's Eve</u>	<u>Thursday</u>	<u>December 31, 2015</u>

Two Floating Holidays

*Civilian Employees hired on or before June 30, will be eligible for one-half (1/2) the Floating Holidays in the year they are hired. An employee hired July 1, or later will not be eligible for any Floating Holidays in the year hired.

o 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 and Floating Holidays during Training Probation**
Employees are eligible for **all fixed holidays** (excluding Professional Police and 24-hour Fire Personnel) during their training probation. Employees are eligible for **floating holidays** after the completion of their training probation. Professional Police (8-hour and 12-hour) and 24-hour Fire Personnel are eligible to take floating holidays during their training probation period after 90 days of employment.
2. **Fixed and Floating Holidays during Disciplinary Probation**
Employees are eligible for **all fixed and floating holidays, including vacation and sick time**, during their disciplinary probationary period.
3. Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used.
4. **Professional Police Officer Fixed and Floating Holidays.**
Because of different shift requirements, professional police personnel (road patrol officers) will be eligible for eight (8) hours (not 12 hours) each fixed and floating holiday approved by the City Council (for example, if the City Council approved 13 total holidays, then professional police personnel will receive 104 hours). These hours may be used at the employee's choosing and may be used in one-hour increments. Office personnel (professional and civilian employees) working Monday through Friday, including the detective division, will observe the fixed holiday schedule as approved by City Council. During the first partial year of employment, Professional Police officers are eligible for the remaining fixed holidays occurring after their employment date to be taken as floating holidays. These hours may be used after 90 days of employment, at the employee's choosing and may be used in one-hour increments.

Probationary Professional Police officers attending the Indiana Law Enforcement Academy Basic course or those temporarily assigned to an office assignment will observe the fixed holiday schedule approved by the City Council. 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 City Council. 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 City Council.

5. **Professional Fire Personnel Fixed and Floating Holidays.**
Because of different shift requirements, the professional fire and EMS personnel will be eligible for four (4) floating holidays approved by the City Council except those days will be at the employee's choosing and must be taken in full day increments. 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**

<u>Month</u>	<u>(24 Hour Personnel)</u>
Jan. – Mar.	3
Apr. – Jun.	2
July – Sept.	1
After Oct. 1	0

6. If a regular or probationary full-time employee (non-public safety) works on a fixed holiday that is approved by the City Council, the employee will receive pay at 1.5 times his or her 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.
7. Floating Holidays are not paid upon termination from employment.

4.13 Floating Holidays

If floating holidays have been granted by the Westfield City Council the following rules apply.

- The floating holiday needs to be planned in advance with your supervisor's approval as any normal "vacation" might be planned.
- Floating holidays are not eligible to be carried forward to the next year, and no pay will be provided for unused floating holiday at the end of a calendar year or upon termination of employment, for any reason.
- Floating holidays must be taken in no less than ½ day increments. This does not apply to Professional Police Personnel.
- Disciplinary probationary employees are eligible to schedule floating holidays.
- Training probationary employees are eligible to schedule floating holidays after the Training Probationary Period. Professional Police and Fire employees are eligible during their Training Probationary Period after 90 days of employment.
- New civilian employees hired before July 1st of each year will be eligible for ½ of the annual number of floating holidays to be used during the remainder of that calendar year. This eligibility occurs after the completion of the first 90 days of employment.
- New civilian employees hired July 1st or after of each year will not be eligible for any floating holidays during the remainder of that calendar year.

4.14 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, Bereavement Leave, Family Illness Leave or Industrial Injury Leave during the calendar year. If an employee takes Compensation Time or Flex 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.

4.15 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. Six (6) sessions per issue will be provided free of charge. Please contact Human Resources for any further information regarding this program.

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5.00 COMPENSATION AND 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 pay 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 2.080. Based upon years of service, years 1-10 is \$200 per year and years 11-25 is \$250 per year. The longevity benefit is not applicable to the Mayor, Deputy Mayor and the Clerk-Treasurer. 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 completing 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 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.

5.05 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 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 one-half 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. Holidays (fixed and floating), Personal Days, 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 average 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 average hourly rate 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 his or her 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 (or portion of an hour) worked in excess of 37½, but less than or equal to 40 hours in any workweek.
- (5) If Non-Exempt Civilian Employees are required to perform work for more than 40 hours in a workweek, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (C) for any hour (or portion of an hour) worked in excess of 40.

(C) Non-Exempt Civilian Employees: Compensatory Time Off

- (1) As used within this subsection (C), "department head" shall refer to the department head for the applicable Non-Exempt Civilian Employee or the department head's designee.
- (2) When a Non-Exempt Civilian Employee works more than 40 hours in a workweek, the department head, at his or her 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.
- (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.
- (6) Non-Exempt Civilian Employees must submit requests to use earned compensatory time off to their department head. Department heads shall allow Non-Exempt Civilian Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the department head's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
- (7) Under no circumstances may a Non-Exempt Civilian Employee take compensatory time off until the employee has earned compensatory time off.
- (8) Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

(D) Non-Exempt Professional Police Employees: Standard Work Period and Overtime

- (1) The standard work period for full-time Non-Exempt Professional Police Employees is 14 days.
- (2) Any hours worked in excess of 85½ hours per work period must have the prior approval of the Police Chief, or the Police Chief's designee. Any hours worked by a Non-Exempt Professional Police Employee in excess of 85½ must fall within the department's budgetary limitations, except in the case of an emergency.
- (3) Non-Exempt Professional Police Employees are required to report all hours worked on a personal time sheet that is signed by the Police Chief or the

Police Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.

- (4) If Non-Exempt Professional Police Employees are required to perform work for more than 85½ hours in a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (E) for any hour (or portion of an hour) worked in excess of 85½.

(E) Non-Exempt Professional Police Employees: Compensatory Time Off

- (1) As used within this subsection (E), "Police Chief" shall refer to the Police Chief for the City or the Police Chief's designee.
- (2) When a Non-Exempt Professional Police Employee works more than 85½ hours in a given work period, the Police Chief, at his or her 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 his/her 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.
- 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.
 - 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.
 - 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 his or her 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) Exempt Employees, however, shall be entitled to earn "Flex Time Off" as set forth in subsection (B).

(B) Exempt Employees: Flex Time Off

- (1) As used within this subsection (B), "department head" shall refer to the applicable department head for the department in which the Exempt Employee is employed. In the case of the Chief Administrative Officer and/or Deputy Mayor, "department head" shall mean the President of the City Council and/or Mayor.
- (2) When an Exempt Employee works more than 40 hours in a given workweek, the department head, at his or her discretion, may grant the Exempt Employee flex time off.
- (3) When flex time off is granted, the Exempt Employee shall earn flex time off at the rate of 1 hour of flex time off for each hour worked in excess of 40 in a workweek. An Exempt Employee must account for 8 hours per day and

working more or less should be accounted for by earning or taking flex time or other benefit days.

- (4) When an Exempt Employee earns flex time off, the employee shall be allowed to accrue a flex time off balance up to 24 hours. Once an Exempt Employee has accrued a balance of 24 hours of flex time off, the employee shall not accrue any additional flex time off until the Exempt Employee's flex time off balance is reduced below 24 hours.
- (5) Exempt Employees must submit requests to use accrued flex time off to their department heads. The department heads shall allow Exempt Employees to use accrued flex 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.
- (6) Under no circumstances shall an Exempt Employee be permitted to take flex time off until the employee has earned flex time off. .
- (7) Accrued flex time off hours will be carried forward from calendar year to calendar year.
- (8) No payments shall be made for accrued flex time off, and no payment shall be made in lieu of taking accrued 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, 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 Department, this policy is superseded by the On-Call Policy implemented within the department.

~~On call detectives are paid 3 hours of pay at the overtime rate if phone calls or call out time worked totals 15 minutes or more. If the detective works greater than 3 hours during an on call shift, such time beyond 3 hours shall be paid at the rate owed for such work time based on the number of hours worked by the detective during that workweek (i.e., regular rate or overtime rate).~~

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.

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 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.

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 Manager, may have a portion of their wages or salary withheld for additional approved purposes, such as:

- Purchase of group health, dental and vision for family members
- Purchase of supplemental insurance coverage
- One America deferred tax 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.

5.11 **Garnishments**

We expect that each employee will be responsible for his or her 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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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. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. 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 (e.g. vacation, compensatory time, personal time, or floating holidays) for sick days.

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

Department	Probation Months	Eligibility for Sick Hours During First 90 Days of Employment	After 90 Days of Employment
Fire Admin.	6	0	8 Hours for each remaining full month left in the year
Police Admin. Police	6	0	
Utility/Admin.	12	0	
	6	0	
24-Hour Fire	12	0	8 Hours for each remaining full month left in the year

Regular Full-Time Employees

If a regular full-time employee is absent because of illness or injury, he or she 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 7-½-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.

Other Sick Leave Administrative Issues

Unless another time period is permitted by law, if illness or injury prevents an employee from reporting for work, he/she must contact his/her immediate supervisor of their absence prior to time he/she 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. 24 Hour Firefighter employees off due to illness for two (2) consecutive assigned workdays will require medical documentation. 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:

- a. Use of sick leave for reasons other than illness or injury, except as expressly permitted in this manual.
- b. 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 7.010 "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 his or her 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.

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 his or her 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 his or her request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the employee's medical provider explaining the employee's need for and the expected length of the employee's leave.
5. 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 he or she is receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Chief Administrative Officer 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.

7.02 **National Guard and Reserve Duty 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. 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.

Your supervisor may request a copy of any orders to substantiate a requested leave. Such leave shall not be charged against the employee's sick or vacation allowance. (IC 10-2-4-3)

In addition to the unpaid leave provided above, any employee of the City who serves in any reserve or active branch of the military or National Guard shall be granted 120 hours of paid military leave in any calendar year. For these 120 hours, the City will compensate the employee for the difference between his or her salary and/or hourly wages paid by the City and the salary paid by the military, if any. This means that if military pay is less than civilian pay, the City will make up the difference for 120 hours of the employee's military leave. If your military pay is in excess of your civilian pay, no payment from the City will be made. In no case will any employee receive full pay from both the military and the City for the same work period.

Pay beyond 120 hours of active duty each calendar year will not be compensated by the City. Unused leave will not carry over into the following year. 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.

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 his/her earned, unused paid time off, including vacation or personal time, floating holidays, comp time, and flex time, for all or a portion of his/her 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 Human Resources Manager.

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, half-brother, half-sister.

Those employees assigned to 7.5 or 8-hour shifts may be granted three (3) days of Bereavement Leave. Those assigned to 12-hour shifts may be granted two (2) days of Bereavement Leave. Those assigned to 24-hour shifts may be granted one (1) day of Bereavement Leave (i.e., one 24-hour period). 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 Administrative Officer.

Any other absence in connection with funerals of other relatives or friends may be excused **without pay** if personal hours are 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 7.070) 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.

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 his or her Department Head or immediate supervisor. This employee shall be excused from work for the days on which he/she serves.

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, he/she 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 Administrative Officer and City Council. 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 her 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 her 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 her direct supervision a workplace accommodation.

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 (defined in accordance with applicable State law, as amended from time to time), 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 his or her job functions; or

- 4) Due to any non-medical 'qualifying exigency' arising out of the active duty status (or notice of an impending call or order to active duty) of your spouse, son, daughter or parent in the Armed Forces in support of a contingency operation ("qualifying exigency military leave").

If you are the spouse, son, daughter, parent, or next of kin of a "covered service member", then you may be entitled to take up to 26 workweeks of service member family leave in a 12-month period to care for the service member. This 26-workweek leave entitlement shall be reduced by any leave taken during the 12-month period for one of the reasons enumerated above. For example, if you took 8 weeks of leave due to your own serious health condition, you would be entitled to 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 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 his or her 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 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 his or her 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 Chief Administrative Officer's office a medical release indicating that the employee is able to return to work. 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 he or she 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.

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.

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 8.015 below and the City will not make any contributions to that plan.

8.02 Public Employees Retirement Fund (PERF)

All regular full-time employees (other than certain firefighters and police officers described in Section 8.020.2), 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 10.514.2% of the paramedic's base pay into the Civilian PERF account and an additional 13% of their base pay into the 457 account. Paramedics do not have to contribute to the 457.

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 online at www.in.gov/inprs/publicemployees.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 tax-deferred program is to help you build your own additional financial security through payroll deductions being contributed to an investment program.

The City's Human Resources Manager can explain the plan requirements, change your current deduction and contact our representative from One America 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. 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 Human Resources Manager is available to explain other eligibility requirements.

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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 **example** below 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%.

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

If you invest \$1,500 into the 457 Retirement 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, 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.

8.05 City Contribution to 457 Plan for Certain Police Officers

This policy applies to all police officers who did not elect to enroll in the 1977 Police and Firefighters Fund as described below in Section 8.020.2 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 into the 457 plan described above and ~~14.210.5~~ % of the police officer's **base-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. For additional information with respect to this program, contact the City's Human Resources Manager.

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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 Sr. Firefighter's base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional 19.7% of the 1st Class Patrolman or Sr. Firefighter's base salary plus 20 years of longevity pay into the '77 Fund.

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/2506.htm. Additional questions should be directed to the City's Human Resources Manager.

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9.00 PERSONAL HEALTH AND 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 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 his/her normal rate of pay and subsequently receives workers comp or PERF 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. 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 Manager 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 Administrative Officer could result in disciplinary action of the supervisor.

9.03 Smoking

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.

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.

Human Resources 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 his/her 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.

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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 AND 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 Administrative Officer 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.

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 Administrative Officer 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 Administrative Officer. 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.

11.06 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.

11.07 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. Engaging in or permitting unethical or illegal conduct
19. 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.

11.08 **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 are strictly prohibited from bringing firearms or other weapons into the workplace or in any City vehicle unless specified by the City, except otherwise provided by applicable law.

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 or 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, Human Resources Manager or Deputy Mayor 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.**

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 his or her 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 and 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 35-44-1-3.

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
 - h. makes a certified statement of the reasons why the vendor or contractor was selected; and
- (2) 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 35-44-1-3, 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

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 Administrative Officer and City Council.

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 12.060 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 12.065 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, shorts, jeans, 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 his/her 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 Manager 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 Manager's office. If your personal family situation changes you may want to change this form.

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

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 he/she is or was 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 he/she shall immediately disclose his or her 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.

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 Manager 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 Administrative Officer 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 Administrative Officer. 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**

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.

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
- 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 11.040 and 11.050 for disciplinary actions when this policy is violated.

STATEMENT OF POLICY

A. 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. Permissible Uses

1. Authorized Users
 - a. Users and other persons who have received special permissions under the appropriate City authority (Mayor, Deputy Mayor, 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.

C. Prohibited Uses

1. Prohibited Purposes
 - a. Personal use that creates a cost for the City.
 - 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:
 - i. Creation or distribution of any offensive or disruptive messages, offensive comments about race, gender, hair color, age, sexual orientation, pornography, religious or political beliefs and/or practices, national origin or disability
- 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.

D. City Employee's Access and Disclosure

1. Users must keep their personal username(s) and password(s) confidential.
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 follow 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 he or she 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. § 5-14-3-4 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.

E. Retention and Archiving of Electronic Mail

Electronic mail messages using City-owned equipment or software are public record and are 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.

F. 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.

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CITY OF WESTFIELD, INDIANA PERFORMANCE MANAGEMENT GUIDELINES FOR FULL-TIME CIVILIAN EMPLOYEES

INTRODUCTION

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1. 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.

2. 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 is implementing 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.

3. Roles and Responsibilities

The Human Resources Manager 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.

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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

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4. 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. Every employee hired before July 1, 2014, will participate in the 2015 performance management process. The 2015 schedule is outlined below.

- a) Supervisor provides employee with self-assessment form no earlier than September 3, 2015, and no later than October 17, 2015, 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 October 24, 2015. 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

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- Human Resources no later than October 31, 2015. 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 November 29, 2015. 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 February 28, 2016. Original signed form is sent to Human Resources no later than March 7, 2016. Department and employee each get a copy.

5. 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.

6. Supervisor's Performance Evaluation

The performance evaluation consists 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 2015, 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 which includes adhering to the City's Goals of Employee Engagement, Enhanced Infrastructure, Safe City, Fiscal Responsibility and Excellence in Customer Relations.

7. 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 an entirely 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 his 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 his 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.

8. 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 his 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.

9. 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 his 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 he agrees 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 his supervisor and provide verbal and written feedback regarding the content of the performance evaluation. An employee's refusal to sign the performance evaluation form will lead to disciplinary action.

BEYOND THE PERFORMANCE EVALUATION

10. Follow-Up

Any employee who receives one or more "Unacceptable" ratings or three or more "Needs Improvement" ratings must meet again with his 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 his 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 2014 performance evaluation will not be specifically tied to the level of pay increases in 2015, underperforming employees, as measured by the performance evaluation process, may be denied a cost-of-living adjustment (COLA) in 2014.

11. Ongoing Feedback

The performance evaluation is a valuable mechanism to give an employee feedback on his 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.

PERFORMANCE MANAGEMENT CYCLE



City of Westfield, Indiana 2015 Employee Self-Assessment

Employee Name _____ Department: _____

You are scheduled for a performance evaluation interview with your supervisor (and/or another member of your department's management team) on or about _____.

In preparation for your interview, please respond to the following questions to the best of your ability. Return the completed form to your supervisor no later than _____. **Attach additional pages if you need more space to respond to any question below.**

1. From the following list, please consider the personal attributes you bring to the job. Put an "S" beside the three (3) attributes you consider your greatest strengths. Put a "W" beside the three (3) attributes you think you are weakest. A description of these attributes is attached for your reference. Do not consider the "Leadership" attribute unless you are a supervisor.

Job Knowledge	Problem Solving	Accountability
Productivity	Adaptability	Time Management
Quality of Work	Attitude	Training/Development
Teamwork	Attendance	Analytical Thinking
Communication	Compliance	Decision Making
Customer Service	Leadership	Fiscal Management
Initiative	Professionalism	Innovation

2. Do you feel that you are currently in the position that best suits your skills and talents?

3. What do you consider your major job accomplishments over the past year?

4. What would you like to achieve in your job over the next year?

5. Do you have the resources (equipment, time, training, instruction, teamwork, etc.) you need to do your job? If not, please describe the additional resources you need.

6. Do you think your job could be modified in any way to make you more efficient or effective?

7. Where do you want to be next year? 5 years from now? Other?

Employee Signature _____ Date _____

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Description of Attributes

Your supervisor will be rating you on each of these attributes, selecting from the following categories:
Meets Expectations, Exceeds Expectations, Needs Improvement, Unacceptable

<u>JOB KNOWLEDGE</u>	<u>You understand job requirements and seek to obtain knowledge, skills and abilities. You know when your skills are adequate for a task and when to ask for help.</u>
<u>PRODUCTIVITY</u>	<u>You make good use of time and produce results consistent with your efforts. You are able to prioritize tasks, respond to requests in a timely manner and meet deadlines.</u>
<u>QUALITY OF WORK</u>	<u>Your work is accurate, thorough and neat, and meets department and governmental standards. You set high standards for yourself and act quickly to identify and correct errors.</u>
<u>TEAMWORK</u>	<u>You cooperate and work well with others to complete projects and achieve goals. You maintain positive relationships with coworkers and respect their contributions to team efforts.</u>
<u>COMMUNICATION</u>	<u>You communicate well with others, both verbally and in writing, as needed. You are a good listener, able to ask questions and/or provide explanations to ensure understanding.</u>
<u>CUSTOMER SERVICE</u>	<u>You provide superior service to internal and external customers. You represent the City and/or your department in a courteous, positive and professional manner.</u>
<u>INITIATIVE</u>	<u>You are self-motivated to remain active without constant oversight. You can be relied upon to follow through with a plan of action in order to complete tasks and meet goals.</u>
<u>PROBLEM SOLVING</u>	<u>You recognize problems that arise in the course of your work activities and develop effective solutions. You apply logic and innovation to workplace situations.</u>
<u>ADAPTABILITY</u>	<u>You respond to shifting requirements, goals and priorities without undue stress or disruption. You can work effectively in a variety of environments and with a variety of people.</u>
<u>ATTITUDE</u>	<u>You display a willingness to do whatever needs to be done on job assignments. You take personal pride in your performance and make a positive contribution to workplace morale.</u>
<u>ATTENDANCE</u>	<u>You report to work as scheduled, with minimal tardiness and unplanned absences. You are fully attentive while at work and seek to avoid unnecessary distractions.</u>
<u>COMPLIANCE</u>	<u>You comply with City policies and procedures, and with written and oral instructions from your supervisors. You show respect for management and department decisions.</u>
<u>LEADERSHIP</u>	<u>You identify and assume all responsibilities associated with supervision. You effectively mentor and motivate subordinates to achieve maximum morale and productivity.</u>

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CITY OF WESTFIELD, INDIANA 2015 PERFORMANCE EVALUATION

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Employee Name: _____

Department: _____

Job Title: _____

Date: _____

Please check one: Regular Annual Evaluation ☐ Other ☐

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Supervisor(s) conducting performance evaluation interview: _____

Attach additional pages if more space is needed for any portion of this performance evaluation.

PERSONAL/WORK ATTRIBUTES

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<u>JOB KNOWLEDGE</u>	<i>Expectations: Employee understands practical/technical job requirements and seeks to acquire and update relevant knowledge, skills and abilities. Employee knows when skills are adequate for tasks and when to ask for assistance.</i>			
<u>Meets Expectations</u> ☐	<u>Exceeds Expectations</u> ☐	<u>Needs Improvement</u> ☐	<u>Unacceptable</u> ☐	
<u>Comments (required for anything other than Meets Expectations):</u> 				
<u>PRODUCTIVITY</u>	<i>Expectations: Employee makes good use of time and produces results consistent with individual and/or group efforts. Employee prioritizes assignments, responds to requests in a timely manner and meets deadlines.</i>			
<u>Meets Expectations</u> ☐	<u>Exceeds Expectations</u> ☐	<u>Needs Improvement</u> ☐	<u>Unacceptable</u> ☐	
<u>Comments (required for anything other than Meets Expectations):</u> 				
<u>QUALITY OF WORK</u>	<i>Expectations: Employee's work is accurate, thorough and neat, and consistently meets department standards and/or government requirements. Employee sets high personal standards and acts quickly to identify and correct errors.</i>			
<u>Meets Expectations</u> ☐	<u>Exceeds Expectations</u> ☐	<u>Needs Improvement</u> ☐	<u>Unacceptable</u> ☐	
<u>Comments (required for anything other than Meets Expectations):</u> 				
<u>TEAMWORK</u>	<i>Expectations: Employee works cooperatively with others to complete projects and achieve goals. Employee fosters positive relationships with colleagues and demonstrates respect for their contributions.</i>			
<u>Meets Expectations</u> ☐	<u>Exceeds Expectations</u> ☐	<u>Needs Improvement</u> ☐	<u>Unacceptable</u> ☐	
<u>Comments (required for anything other than Meets Expectations):</u> 				
<u>COMMUNICATION</u>	<i>Expectations: Employee communicates effectively with others, verbally and/or in writing as necessary, to complete assigned tasks. Employee listens carefully and provides explanations or asks questions when necessary to ensure understanding.</i>			
<u>Meets Expectations</u> ☐	<u>Exceeds Expectations</u> ☐	<u>Needs Improvement</u> ☐	<u>Unacceptable</u> ☐	
<u>Comments (required for anything other than Meets Expectations):</u> 				

PERSONAL/WORK ATTRIBUTES (continued)

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<u>CUSTOMER SERVICE</u>	<i>Expectations: Employee is attentive to the needs of internal and external customers and seeks to provide superior service. Employee represents the City and/or Department in a courteous, positive and professional manner.</i>						
<u>Meets Expectations</u>	☐	<u>Exceeds Expectations</u>	☐	<u>Needs Improvement</u>	☐	<u>Unacceptable</u>	☐
<u>Comments (required for anything other than Meets Expectations):</u>							
<u>INITIATIVE</u>	<i>Expectations: Employee is self-motivated to remain active and productive without constant oversight. Employee is able to follow through with a plan of action to complete tasks or reach goals.</i>						
<u>Meets Expectations</u>	☐	<u>Exceeds Expectations</u>	☐	<u>Needs Improvement</u>	☐	<u>Unacceptable</u>	☐
<u>Comments (required for anything other than Meets Expectations):</u>							
<u>PROBLEM SOLVING</u>	<i>Expectations: Employee recognizes problems that arise in the course of performing work activities and develops effective solutions. Employee applies logic and innovation to work situations.</i>						
<u>Meets Expectations</u>	☐	<u>Exceeds Expectations</u>	☐	<u>Needs Improvement</u>	☐	<u>Unacceptable</u>	☐
<u>Comments (required for anything other than Meets Expectations):</u>							
<u>ADAPTABILITY</u>	<i>Expectations: Employee is an agent for positive change, responding to shifting requirements, goals and priorities without undue stress or disruption. Employee works effectively in a variety of environments and with a variety of people.</i>						
<u>Meets Expectations</u>	☐	<u>Exceeds Expectations</u>	☐	<u>Needs Improvement</u>	☐	<u>Unacceptable</u>	☐
<u>Comments (required for anything other than Meets Expectations):</u>							
<u>ATTITUDE</u>	<i>Expectations: Employee approaches people and job assignments with respect and a willingness to do whatever needs to be done. Employee takes personal pride in a job well done and makes a positive contribution to workplace morale.</i>						
<u>Meets Expectations</u>	☐	<u>Exceeds Expectations</u>	☐	<u>Needs Improvement</u>	☐	<u>Unacceptable</u>	☐
<u>Comments (required for anything other than Meets Expectations):</u>							

PERSONAL/WORK ATTRIBUTES (continued)

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<u>ATTENDANCE</u>	<i>Expectations: Employee reports to work as scheduled and minimizes tardiness and unplanned time off. Employee is fully attentive when on the job, and seeks to avoid unnecessary distractions.</i>		
<u>Meets Expectations</u> ☐	<u>Exceeds Expectations</u> ☐	<u>Needs Improvement</u> ☐	<u>Unacceptable</u> ☐
<u>Comments (required for anything other than Meets Expectations):</u> 			
<u>COMPLIANCE</u>	<i>Expectations: Employee complies with City policies and procedures and with written and oral instructions provided by supervisory staff. Employee shows respect for management and department decisions.</i>		
<u>Meets Expectations</u> ☐	<u>Exceeds Expectations</u> ☐	<u>Needs Improvement</u> ☐	<u>Unacceptable</u> ☐
<u>Comments (required for anything other than Meets Expectations):</u> 			
<u>LEADERSHIP</u> <u>(supervisors only)</u>	<i>Expectations: Employee identifies with and assumes the tasks and responsibilities associated with supervision. Employee is effective at mentoring and motivating subordinates to achieve maximum morale and productivity.</i>		
<u>Meets Expectations</u> ☐	<u>Exceeds Expectations</u> ☐	<u>Needs Improvement</u> ☐	<u>Unacceptable</u> ☐
<u>Comments (required for anything other than Meets Expectations):</u> 			

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CITY GOALS

<u>EMPLOYEE ENGAGEMENT</u>	<i>Expectations: Employee takes an active role City activities or in assisting in the development and planning of our processes.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
<u>ENHANCED INFRASTRUCTURE</u>	<i>Expectations: Employee actively pursues the preservation of our City infrastructure and looks for ways to improve items or processes that will assist in the long term preservation of City infrastructure.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
<u>SAFE CITY</u>	<i>Expectations: Employee is aware of City safety protocols and helps to promote a safe live, work and play environment.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
<u>FISCAL RESPONSIBILITY</u>	<i>Expectations: Employee recognizes opportunities of waste and does all within his/her power to provide solutions that stimulate and foster a culture of fiscal responsibility.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
<u>EXCELLENCE IN CUSTOMER RELATIONS</u>	<i>Expectations: Employee is aware of the need for maintaining good relations with residents, visitors, business owners and others. Employee promotes the City of Westfield.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			

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AREAS FOR DEVELOPMENT

Specific areas for improvement:

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Recommendations for training or professional development:

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ACHIEVEMENTS AND GOALS

Notable achievements in past 12 months:

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List two goals for next 12 months (goals should be specific, measureable and achievable):

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OTHER COMMENTS

Additional supervisor comments (optional):

Employee feedback (optional):

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ACKNOWLEDGEMENTS

Supervisor Acknowledgement: I attest that I have discussed the contents of this performance evaluation with the employee, and addressed the employee's strengths, weaknesses, achievements and goals.

Next evaluation recommended: Annual ☐ Three Months for Performance Improvement Plan ☐

Supervisor Signature

Date

Employee Acknowledgement:

I attest that I have had an opportunity to:

- 1) Provide input regarding my performance prior to my performance evaluation, a copy of which is attached;
- 2) Discuss the contents of this performance evaluation with an immediate supervisor and/or member of my department's management staff; and
- 3) Provide verbal and written feedback regarding the content of the performance evaluation. (Employee may attach additional written response within 10 calendar days after the evaluation interview, not to exceed 1 page in length, which will be filed with the performance evaluation form.)

Signature does not necessarily indicate agreement with the contents of the performance evaluation, but acknowledges receipt of the performance evaluation.

Employee Signature

Date

Management Acknowledgement:

I attest that I have reviewed and approved this performance evaluation and all attachments thereto.

Department Director Signature

Date

Manager of Human Resources Signature

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Annual Manager Feedback Form (COMPLETE IN PHASE II)

To be completed by employees: Please mark the answer that most closely reflects your response, and enter comments to provide more understanding:

- a. I receive frequent, on-going, timely feedback about my performance:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- b. I have the necessary tools and resources to perform my job :

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- c. I have the necessary information to perform my job accurately:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- d. I am given opportunities to grow and learn new skills:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- e. I understand how what I do on a daily basis contributes toward the goals and objectives of my department and the City/Town:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- f. Conflicts and differences of opinion are resolved respectfully in our department:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

Employee Signature: _____ Department: _____

Manager/Supervisor Signature: _____ Date: _____

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ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT

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READ CAREFULLY

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I acknowledge and agree that:

1. I have received a copy or have access to an electronic version of the City of Westfield's Personnel Policies, Procedures, and Benefits Manual ("the Manual").
2. I will familiarize myself with the provisions of the Manual and read its provisions carefully.
3. Unless otherwise provided for in a collective bargaining agreement, a written employment contract signed by me and the Chief Administrative Officer or Mayor of the City, or by law, I understand that my employment relationship with the City is terminable at will by either party without notice or cause, notwithstanding any other oral or written statements by either party prior to, at, or following the date of employment.

Employee Signature

Employee Name (Printed)

Date of Signature

RESOLUTION 14-134

A RESOLUTION OF THE CITY OF WESTFIELD AUTHORIZING CHARGE OFFS

WHEREAS, The City of Westfield, (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”); and,

WHEREAS, the Council has the duty and authority to maintain and operate the various departments of the City and to undertake all due efforts to collect fees for the services rendered by the City; and,

WHEREAS, despite all due efforts, certain amounts cannot be collected and must be accounted for to maintain the utmost fiscal integrity in the funds.

NOW, THEREFORE, BE IT RESOLVED by the Westfield City Common Council meeting in session as follows:

- Section 1.** That the Council has been advised of the efforts undertaken to collect all accounts due and owing to the various departments of the City of Westfield and find that certain ones are delinquent despite all due efforts to collect them.
- Section 2.** That the accounts outlined and described by Exhibit “A” are hereby found to be uncollectable at this time and the Council authorizes that they be charged off. Any amounts collected from this time forward shall be deposited in the regular course of business and the responsible entity properly credited.
- Section 3.** This Resolution shall be in full force and effect immediately.

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2014.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 14-134 was delivered to the Mayor of Westfield
on the _____ day of _____, 2014, at _____ m.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE RESOLUTION 14-134

this _____ day of _____,
2014.

J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 14-134

this _____ day of _____,
2014.

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266



WESTFIELD FIRE DEPARTMENT

"Weaving the Traditions of our Past into the Realities of our Future."

City Council Meeting

December, 2014

Please consider approving the following for write off of patient billing collection:

Approval for Write-offs-2014

Pt#	Amount Billed	Approve for write-off	Reason for Write-off
U113808	\$605.00	\$605.00	Health Issues - lung cancer and paralyzed-can't work
U113849	\$473.00	\$100.00	Insurance paid \$373.00 - and not working
U114008	\$497.00	\$497.00	Unemployed
U114100	549.00	\$549.00	Financial Hardship – Social Security only
U114199	\$573.00	\$573.00	Financial Hardship
	Total:	\$2,324.00	

Thank you,

Joe Lyons
Battalion Chief

ORDINANCE NUMBER 14-55

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE HARMONY PLANNED UNIT DEVELOPMENT AND THE UNIFIED DEVELOPMENT ORDINANCE

This is an Ordinance (this "Ordinance") to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended;

WHEREAS, the City of Westfield, Indiana (the "City") and the Township of Washington, both of Hamilton County, Indiana are subject to the Unified Development Ordinance;

WHEREAS, the Council enacted Ordinance No. 12-14, the Harmony Planned Unit Development District (the "Harmony PUD Ordinance"), on January 14, 2014;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1412-PUD-_____**), requesting an amendment to the Harmony PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1412-PUD-_____** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (#-#) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on_____, 2015;

WHEREAS, the Common Council is subject to the provisions of the Indiana Code §36-7-4-1507 and Indiana Code § 36-7-4-1512 concerning any action on this request; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the Harmony PUD Ordinance and the Unified Development Ordinance and are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance shall amend the Harmony PUD Ordinance, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) the Harmony PUD Ordinance as amended by this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by the Harmony PUD Ordinance, as amended.
- 1.2 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of the Harmony PUD Ordinance, as amended.

Section 2. Architectural Standards. The standards of *Section 3.4: Architectural Standards* in the Harmony PUD Ordinance shall apply to the development of the District, except as otherwise modified by the Harmony PUD Ordinance and below.

- 2.1 Architectural Design Standards: *Section 3.4 (A) Architectural Design Standards* shall apply to the Real Estate, except that as an alternative to complying with one of the defined architectural designs detailed in Section 3.4.A.3, homes located on the 42’ alley-load series lots and the 42’ mew series lots may follow an architectural style substantially similar to the Cottage Collection homes shown in **Exhibit B** attached hereto (the "Cottage Collection homes").

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____DAY OF____, 2015.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE** ____-____ was delivered to the Mayor of

Westfield on the _____ day of _____, 2015, at __.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE** ____-____

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE** ____-____

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

This document prepared by:

Bryan D. Stumpf, PLA, AICP

12965 Old Meridian Street

Carmel, IN 46032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Bryan D. Stumpf

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Cottage Collection Homes Architectural Elevations

EXHIBIT A

REAL ESTATE

LEGAL DESCRIPTION FOR THE RESIDENTIAL DISTRICT

Part of the Northeast, Southeast and Northwest Quarters of Section 16, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the northeast corner of said Northeast Quarter; thence South 00 degrees 00 minutes 00 seconds East (assumed basis of bearings) along the east line of said Northeast Quarter 2,630.58 feet to the northeast corner of said Southeast Quarter; thence South 00 degrees 12 minutes 08 seconds East along the east line of said Southeast Quarter 2,636.09 feet to the southeast corner thereof; thence South 89 degrees 25 minutes 04 seconds West along the south line of said Southeast Quarter 1,352.43 feet to the southwest corner of the East Half of said Southeast Quarter; thence North 00 degrees 18 minutes 09 seconds West along the west line of said East Half 2,633.15 feet to the southeast corner of the West Half of said Northeast Quarter; thence South 89 degrees 17 minutes 41 seconds West along the south line of said West Half 1,357.06 feet to the southeast corner of said Northwest Quarter; thence South 89 degrees 01 minute 52 seconds West along the south line of said Northwest Quarter 678.57 feet to the southwest corner of the East Half of the Southeast Quarter of said Northwest Quarter; thence North 00 degrees 11 minutes 39 seconds West along the West line of said East Half 1,315.85 feet to the northwest corner thereof; thence South 89 degrees 07 minutes 05 seconds West along the south line of the Northeast Quarter of said Northwest Quarter 679.24 feet to the southwest corner thereof; thence North 00 degrees 13 minutes 25 seconds West along the west line of the Northeast Quarter of said Northwest Quarter 823.62 feet to a point that is 493.24 feet South 00 degrees 13 minutes 26 seconds East from the northwest corner of the Northeast Quarter of said Northwest Quarter; thence North 89 degrees 12 minutes 17 seconds East parallel with the north line of said Northwest Quarter 794.85 feet; thence North 00 degrees 13 minutes 25 seconds West 3.82 feet; thence North 89 degrees 12 minutes 17 seconds East parallel with the north line of said Northwest Quarter 285.30 feet to an east line of the 119.55-acre tract described in Instrument Number 200300107178, on file in the Office of the Recorder of Hamilton County, Indiana, the following six (6) courses are along the east, south and west lines of said 119.55-acre tract; 1) thence South 00 degrees 09 minutes 53 seconds East 108.70 feet; 2) thence North 89 degrees 12 minutes 17 seconds East 279.15 feet to the west line of said Northeast Quarter; 3) thence North 89 degrees 16 minutes 38 seconds East 450.00 feet; 4) thence South 00 degrees 09 minutes 53 seconds East 57.15 feet; 5) thence North 89 degrees 16 minutes 38 seconds East 518.47 feet; 6) thence North 00 degrees 00 minutes 00 seconds West parallel with the east line of said Northeast Quarter 655.30 feet to a point in the north line of said Northeast Quarter that is 1,751.34 feet west of the northeast corner of said Northeast Quarter; thence North 89 degrees 16 minutes 38 seconds East along said north line 1,751.34 feet to the POINT OF BEGINNING. Containing 277.55 acres, more or less.

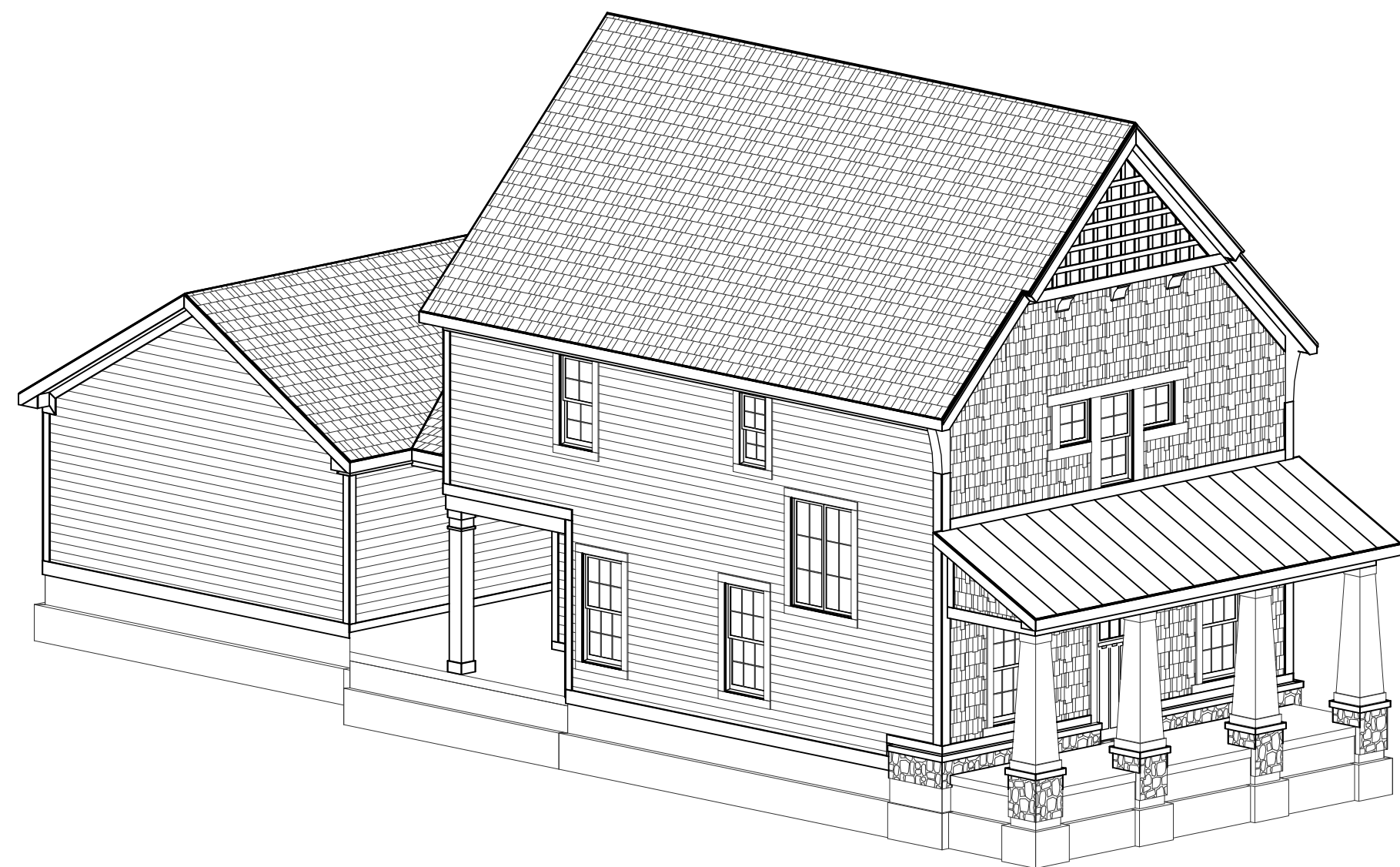
EXCEPT THEREFROM the following described real estate:

The Southeast Quarter of the Southeast Quarter of Section 16, Township 18 North, Range 3 East, in Hamilton County, Indiana, more particularly described as follows:

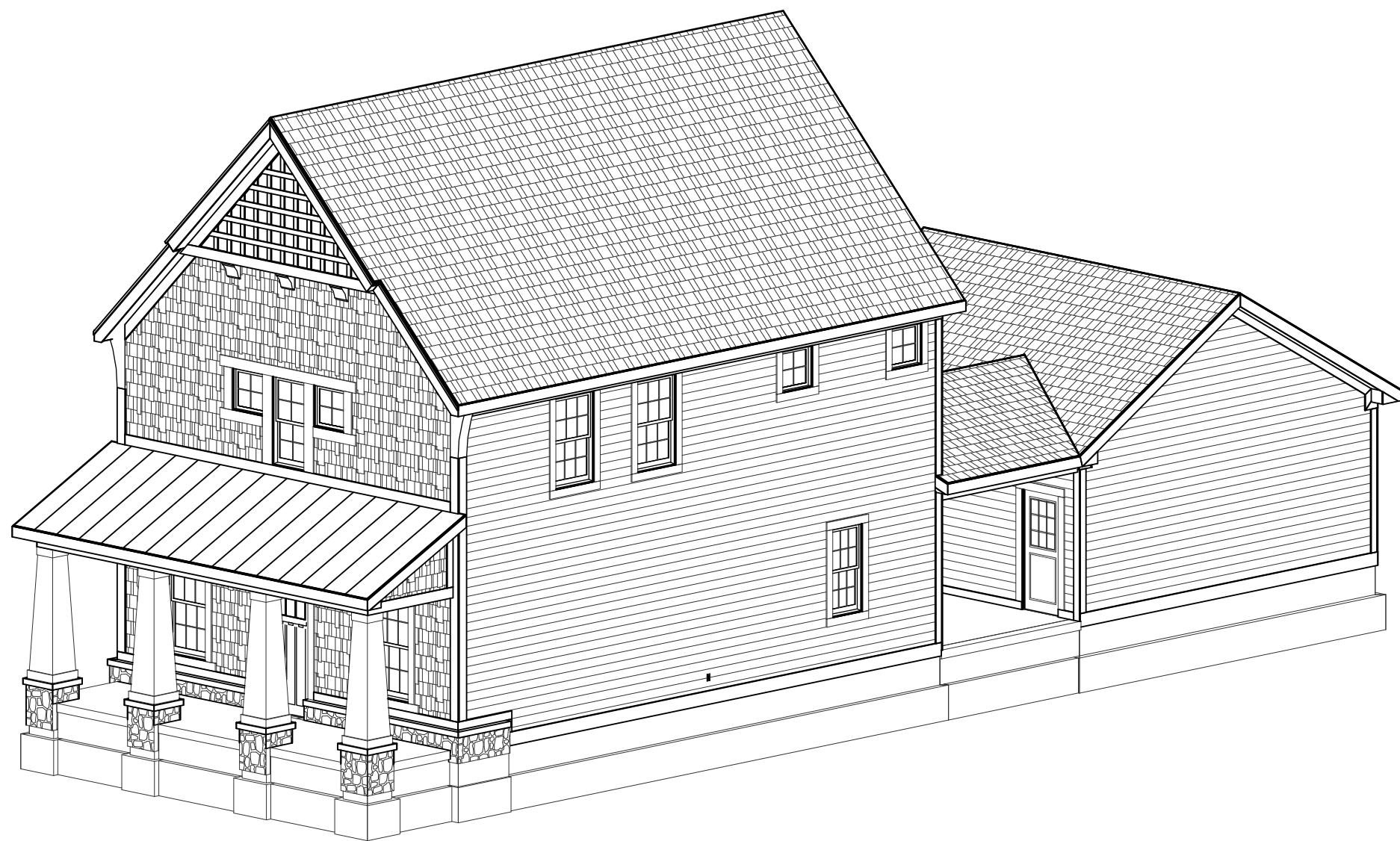
BEGINNING at the Southeast Corner of said Quarter Quarter Section, the following four (4) courses are along the south, west, north, and east lines thereof; (1) thence South 89 degrees 25 minutes 04 seconds West 1352.43 feet; (2) thence North 00 degrees 18 minutes 09 seconds West 1316.57 feet; (3) thence North 89 degrees 21 minutes 22 seconds East 1354.74 feet; (4) thence South 00 degree 12 minutes 08 seconds East 1318.04 feet to the POINT OF BEGINNING; containing 40.933, acres more or less.

EXHIBIT B

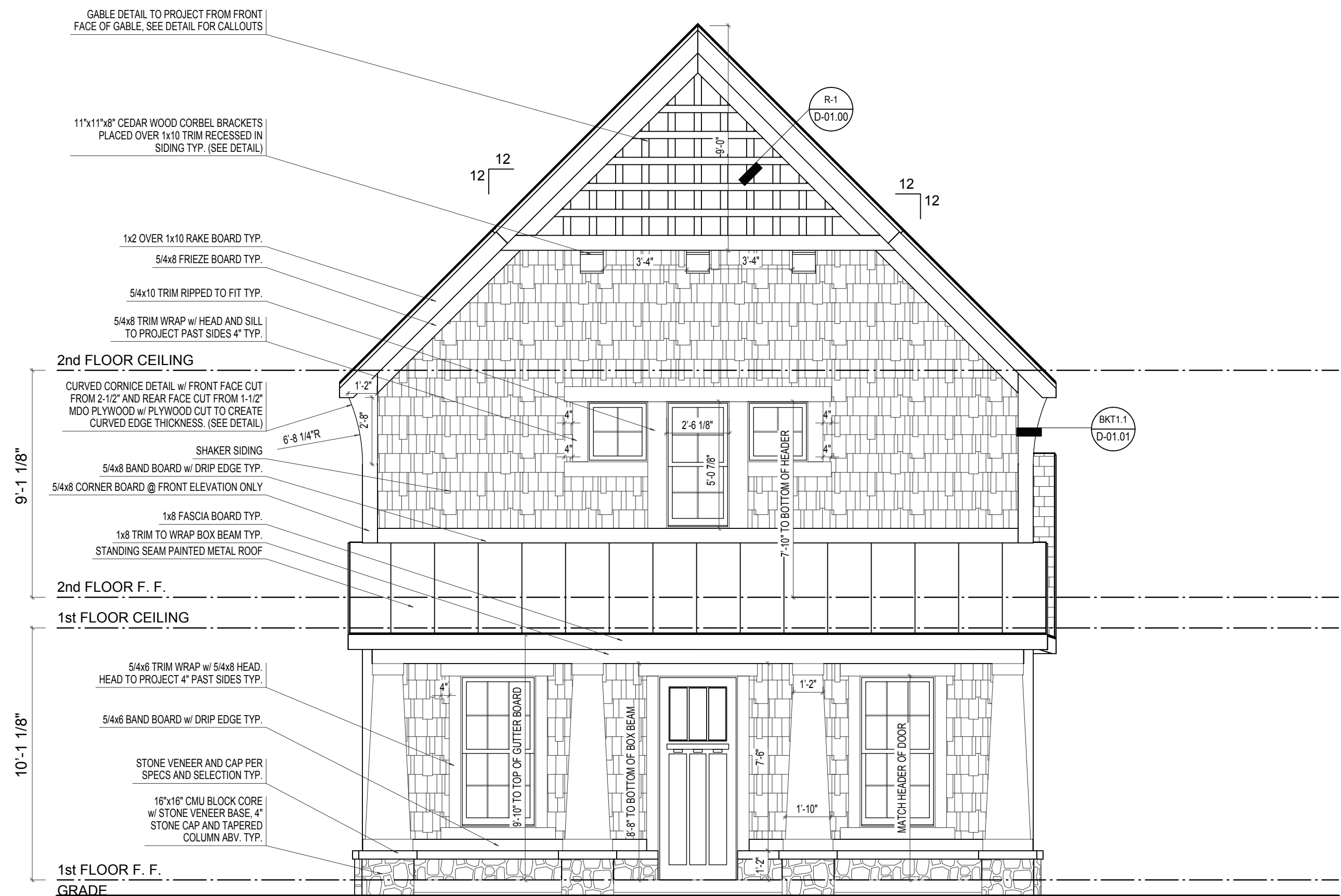
COTTAGE COLLECTION HOMES ARCHITECTURAL ELEVATIONS



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

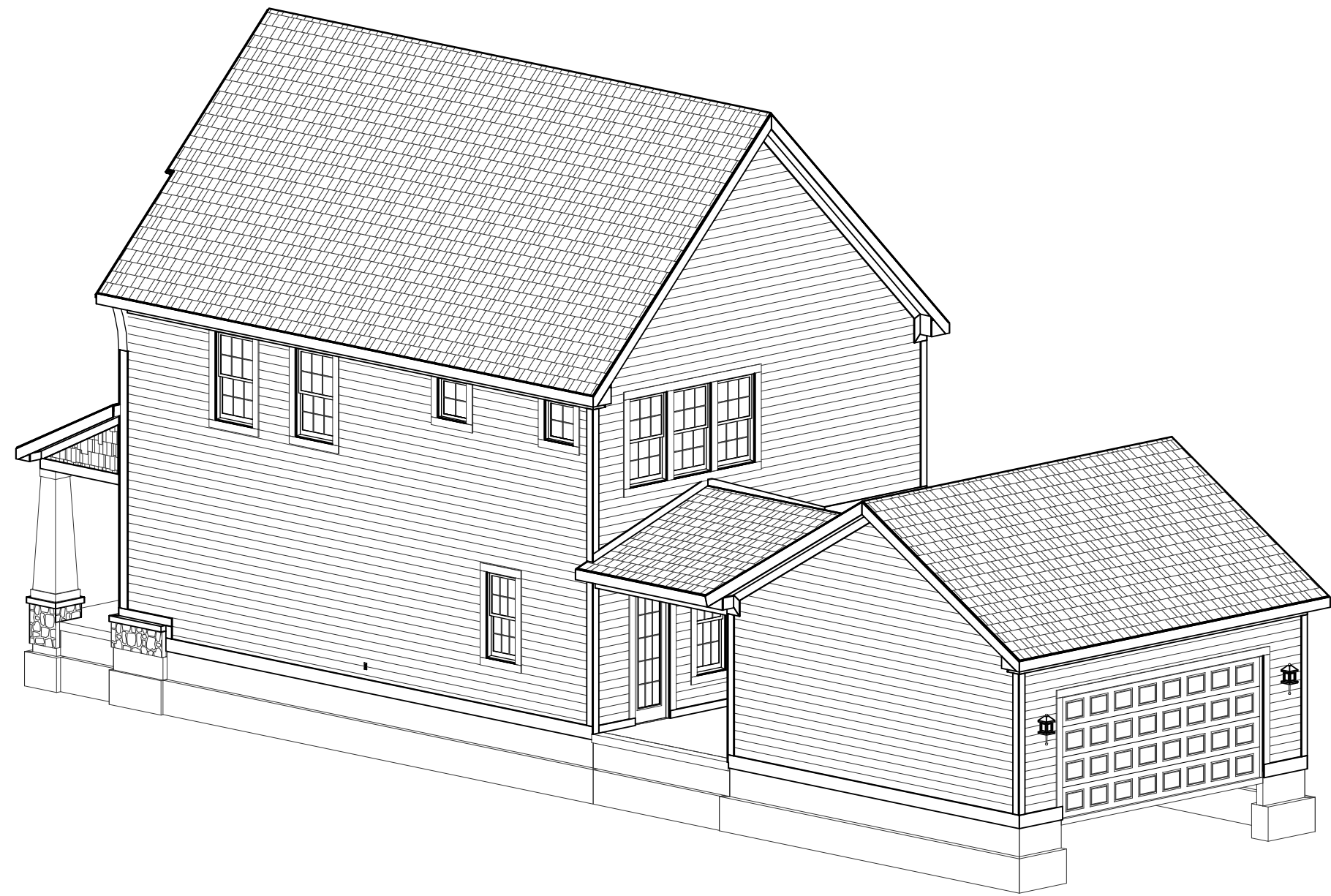
SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

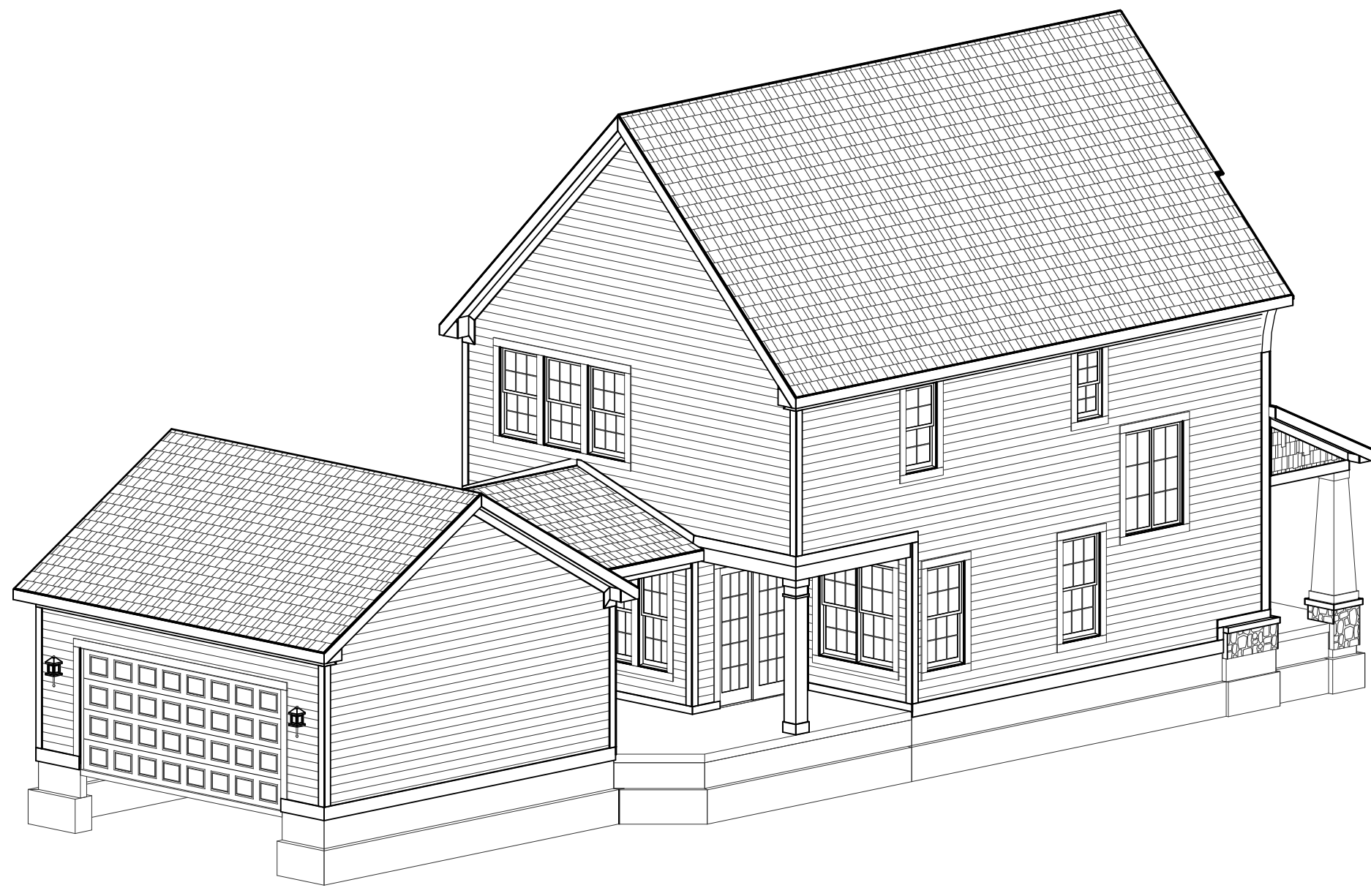
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



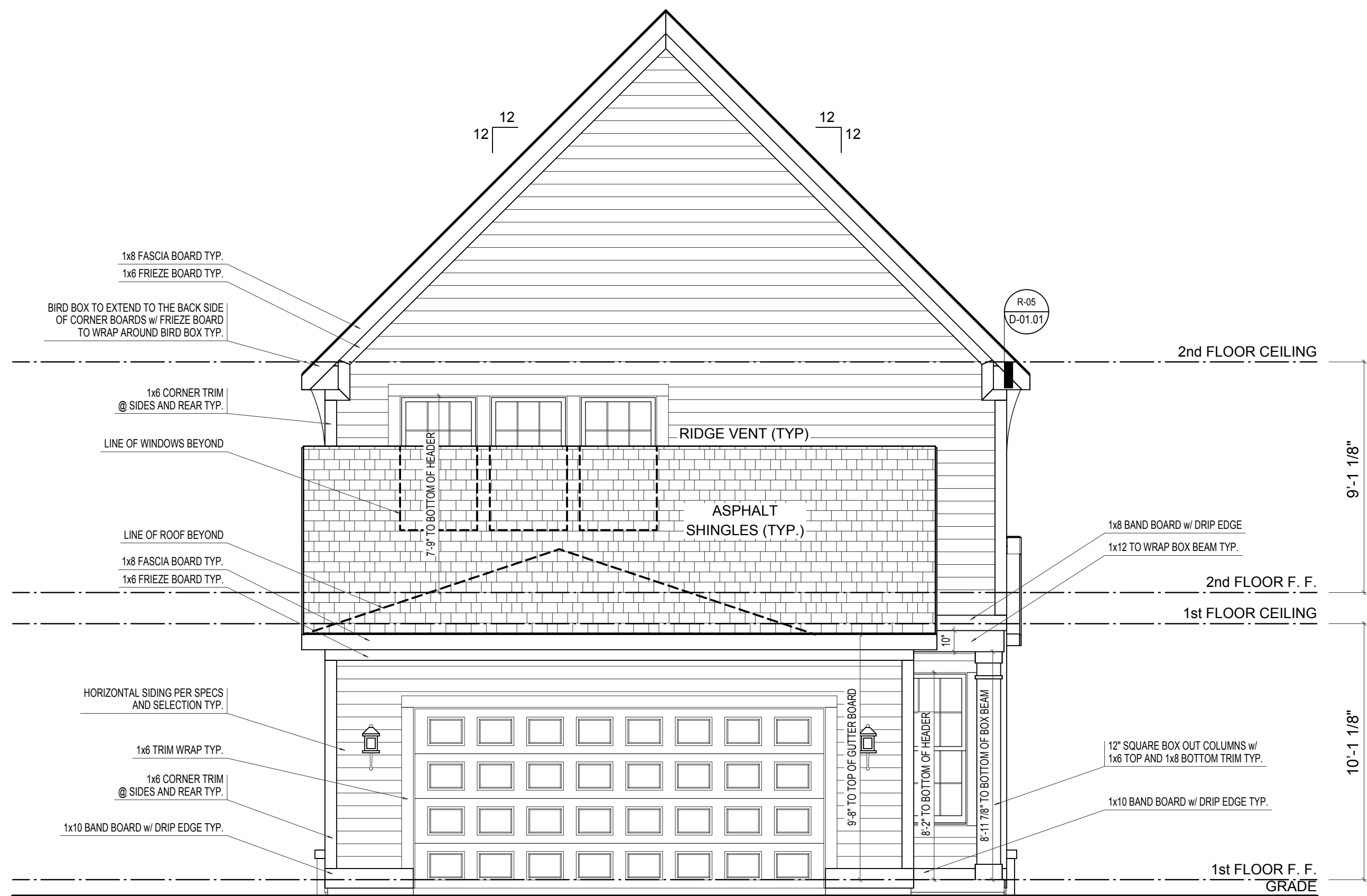
PRINT DATE: 10/08/2014		
EH_1000	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-01		



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014		
EH_1000	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-02		

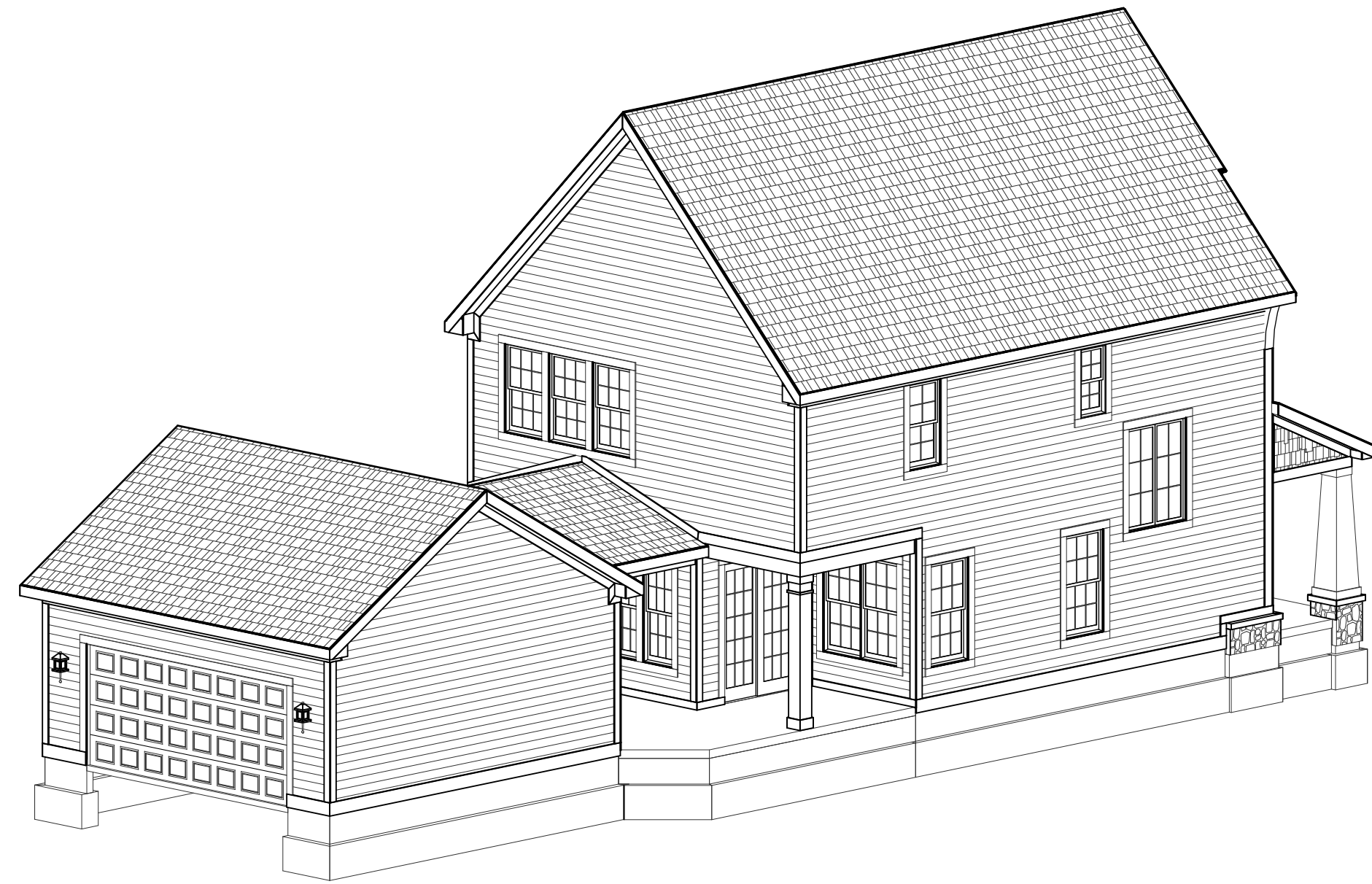


SCALE: 1/4"=1'-0"

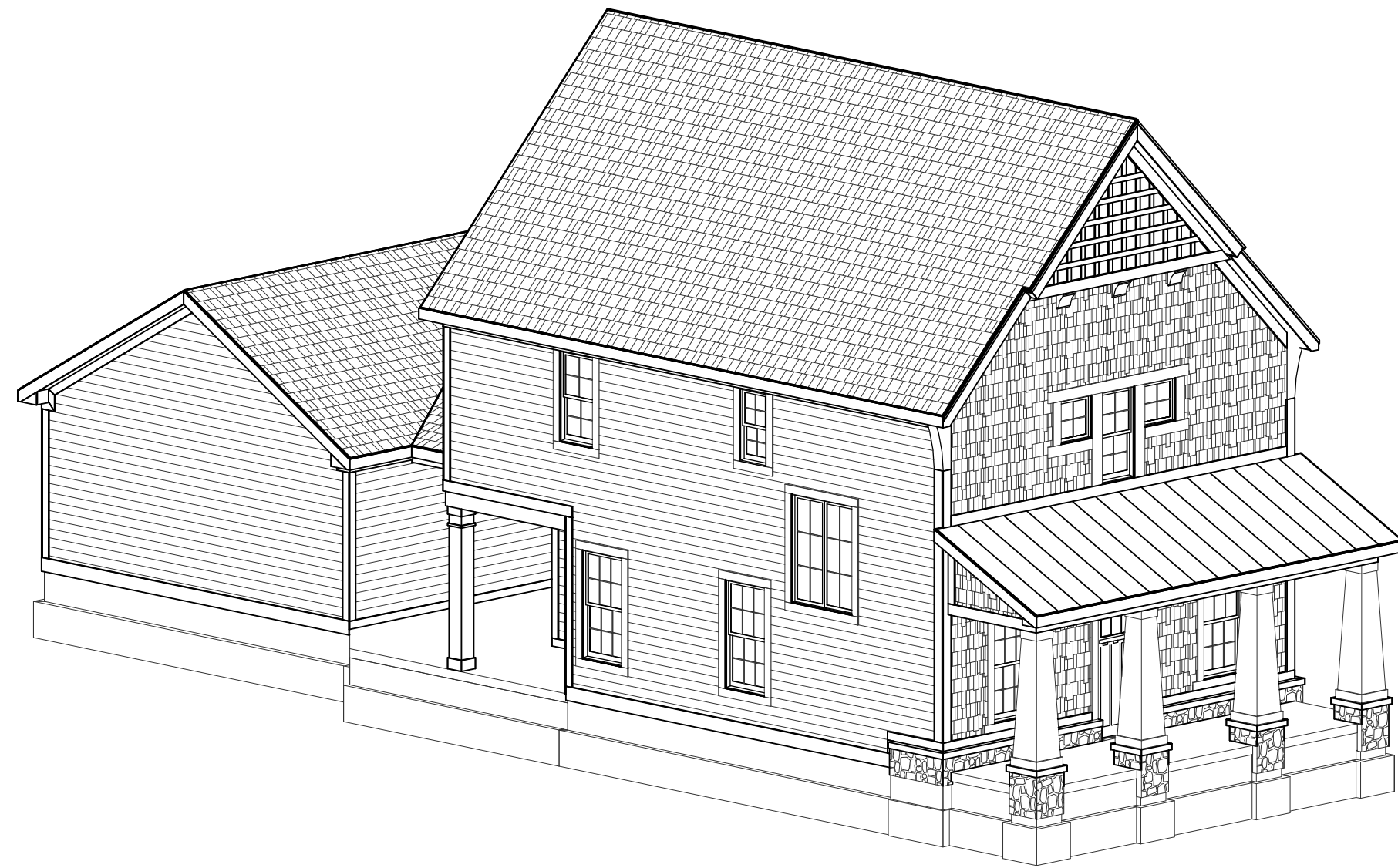


PRINT DATE: 10/08/2014			
EH_1000	FOR:	Estridge Homes	
	LOCATION:		
	SHEET NUMBER		
A-03			

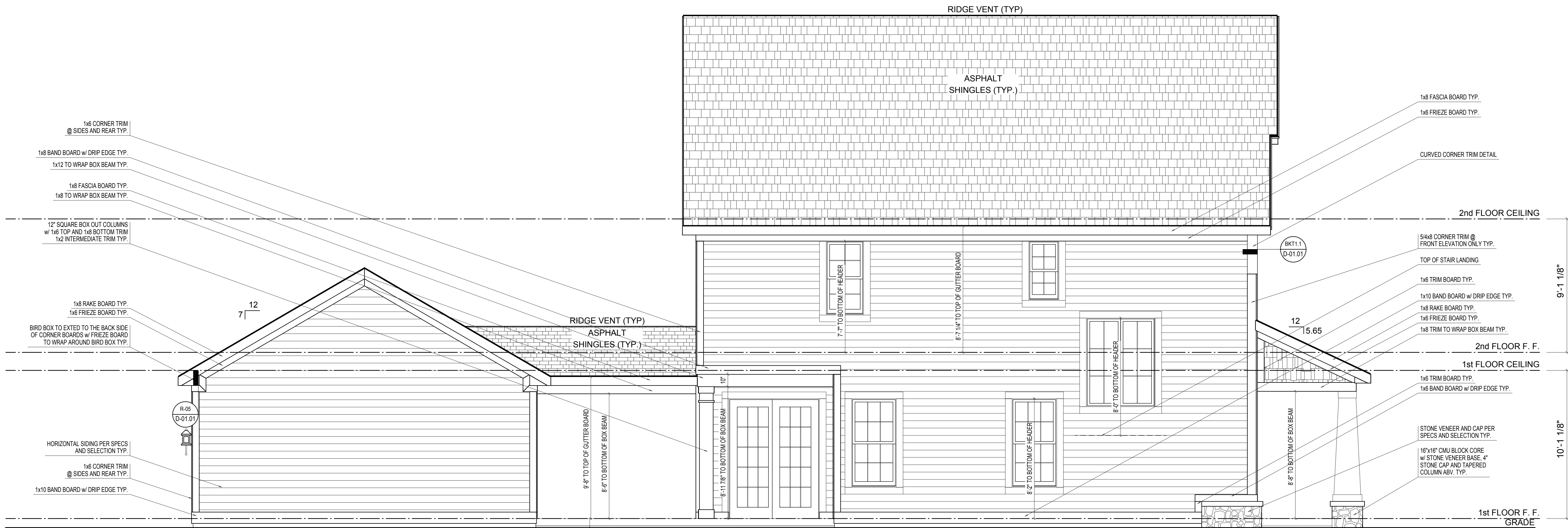
© CGVisions 2004 PLAN CREATION DATE 04/25/2014



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

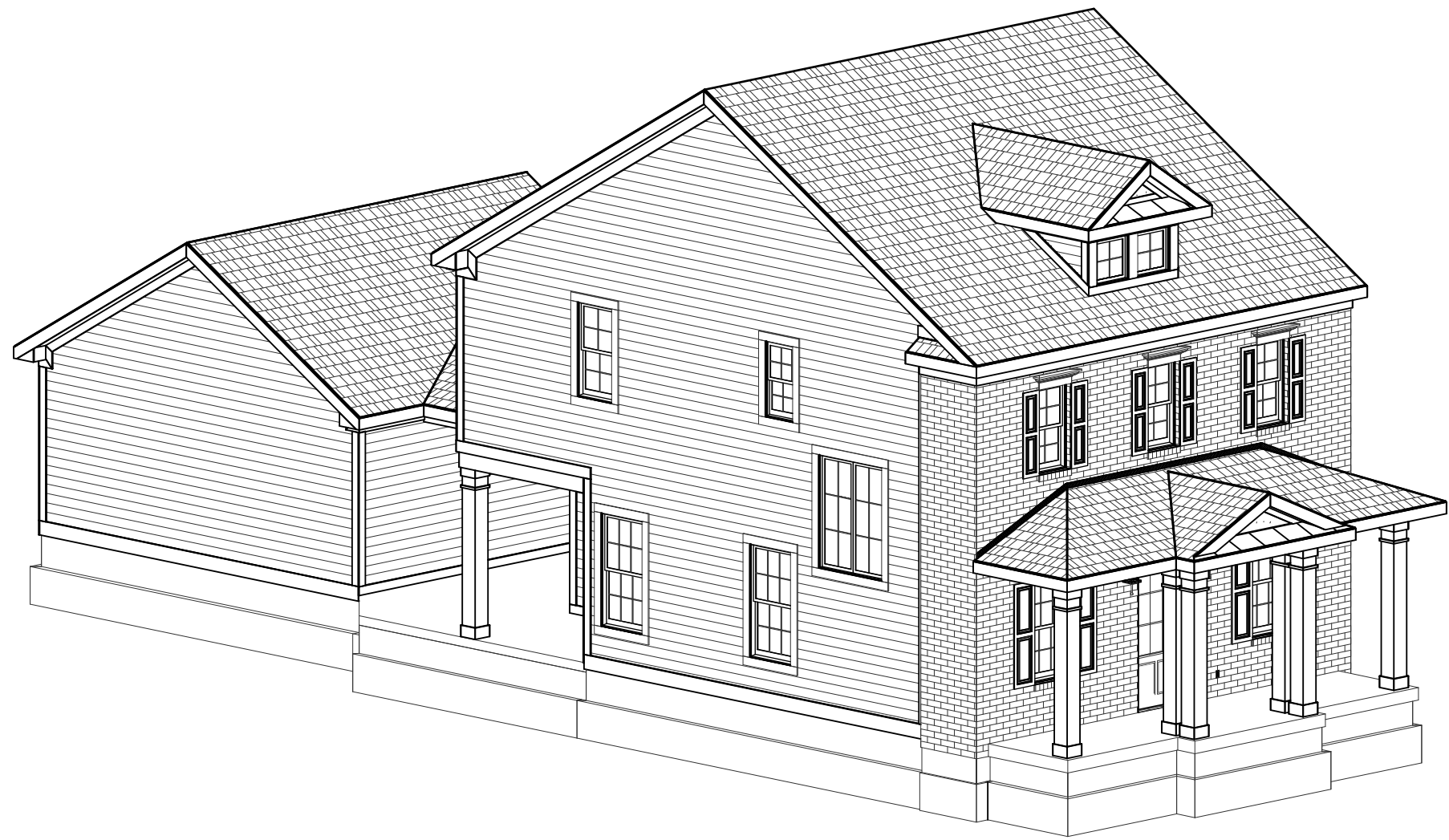
ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014		
EH_1000	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

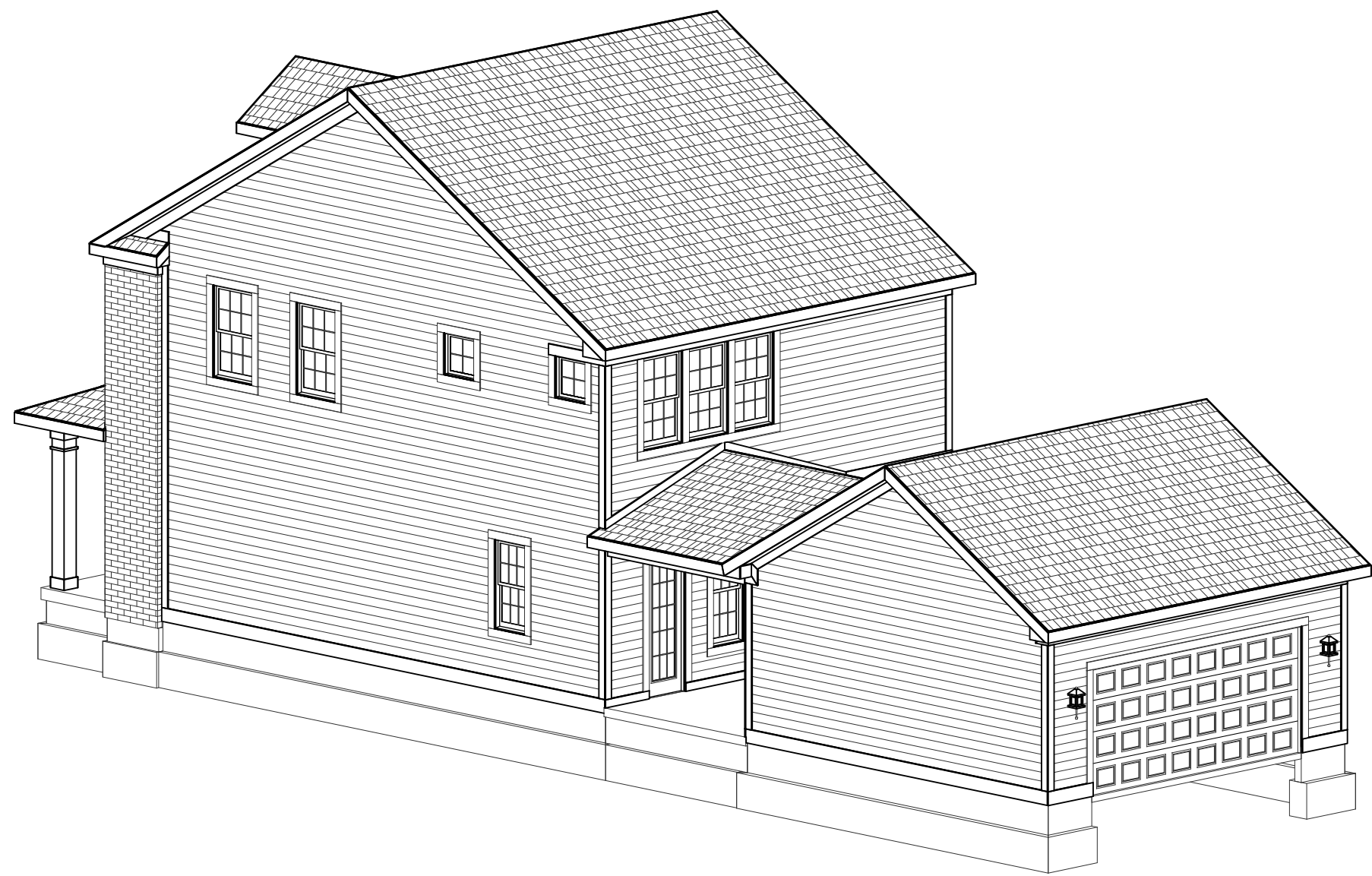
SCALE: 1/4"=1'-0"

ELEVATION 'B' BASE FINAL

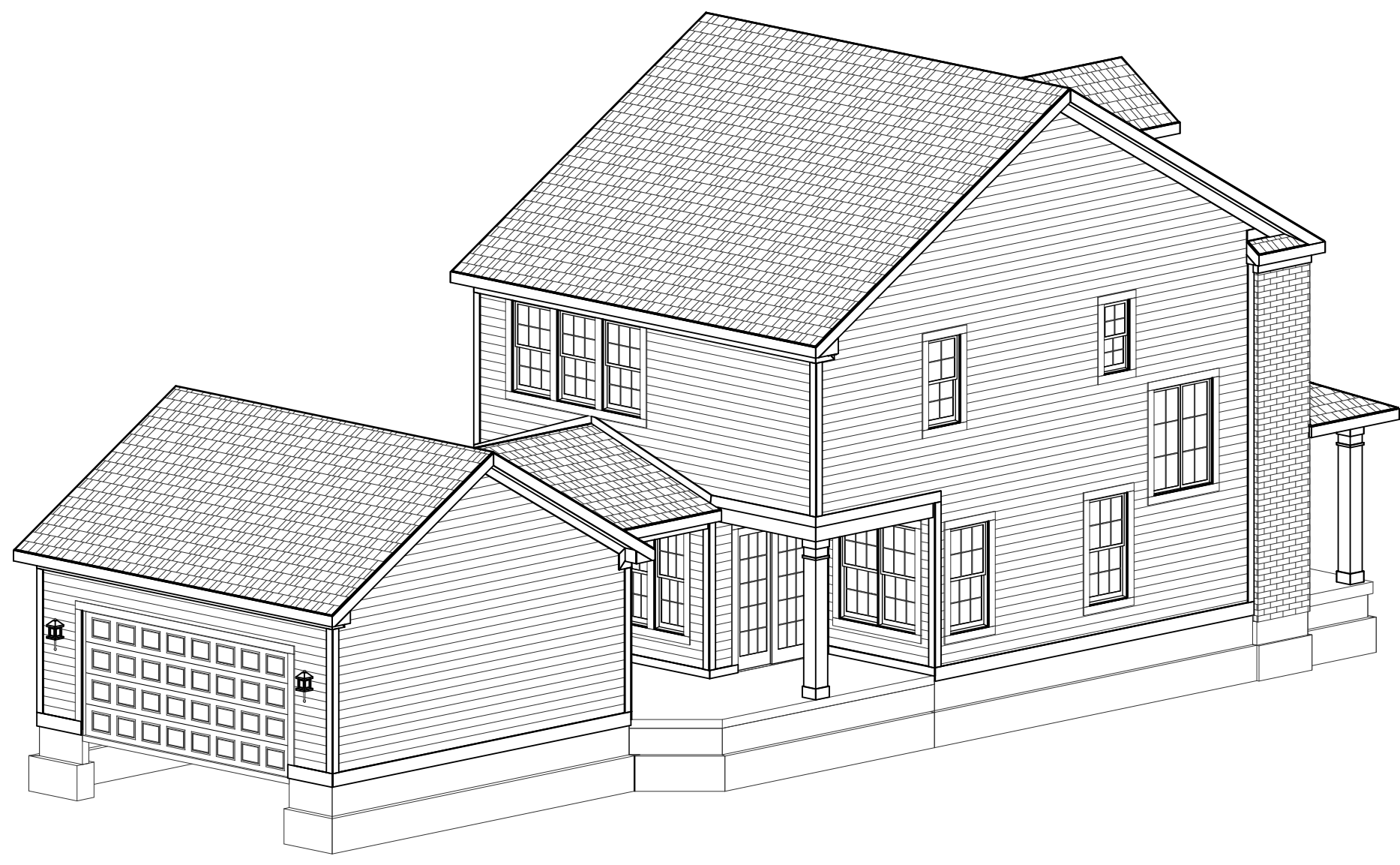
ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



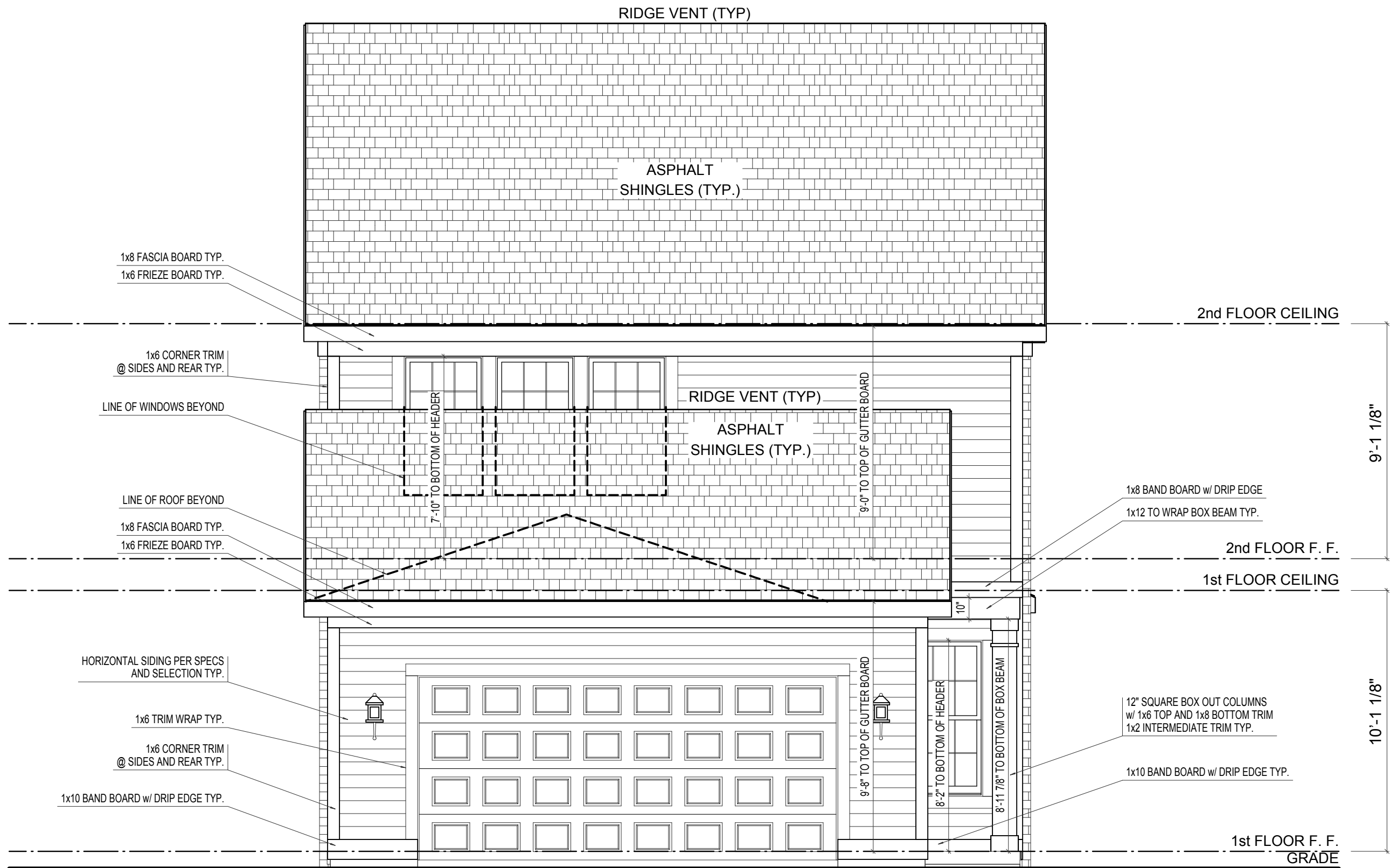
PRINT DATE: 09/12/2014		
EH_1000	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-01		



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'B' BASE FINAL

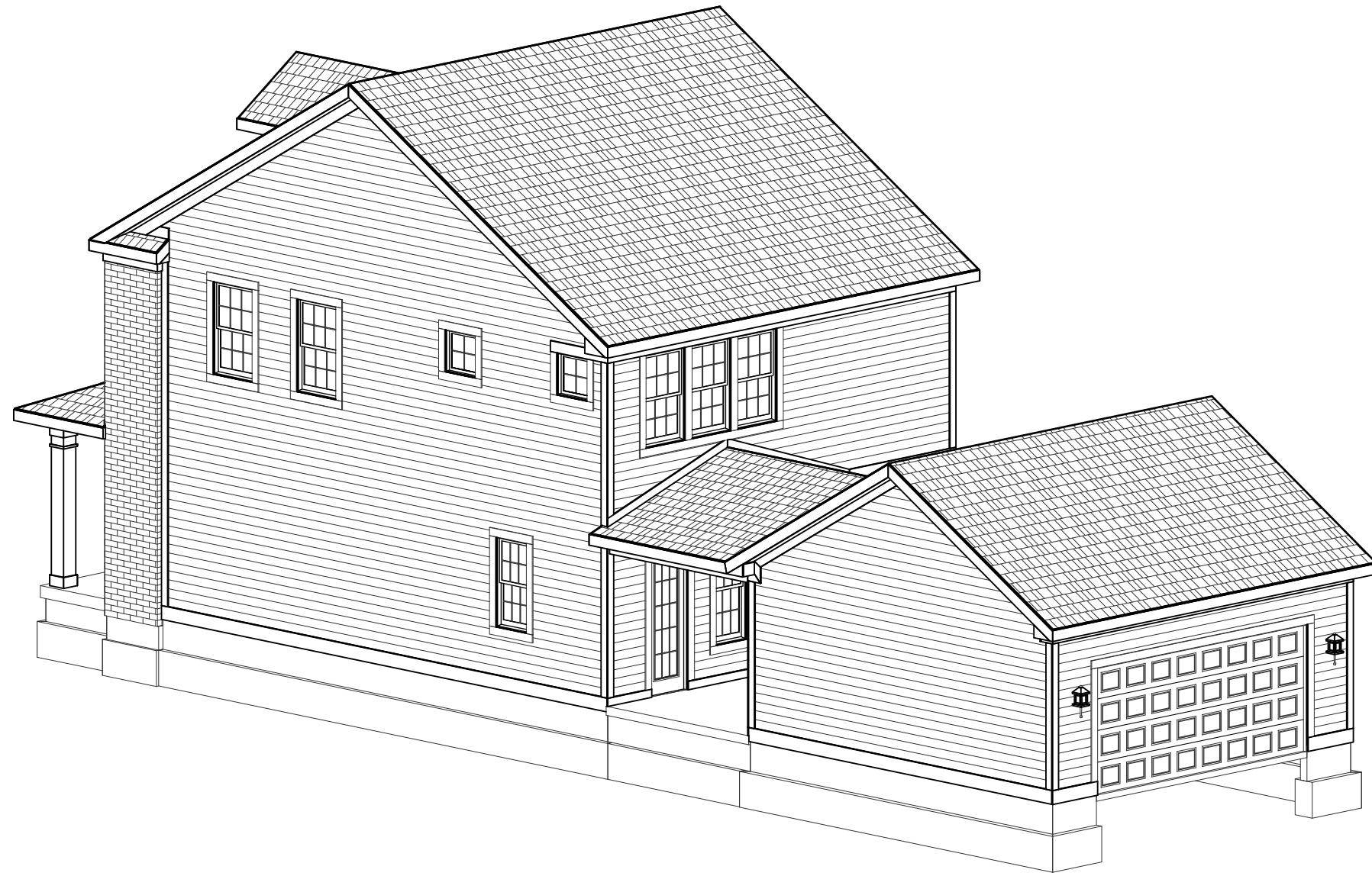
ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



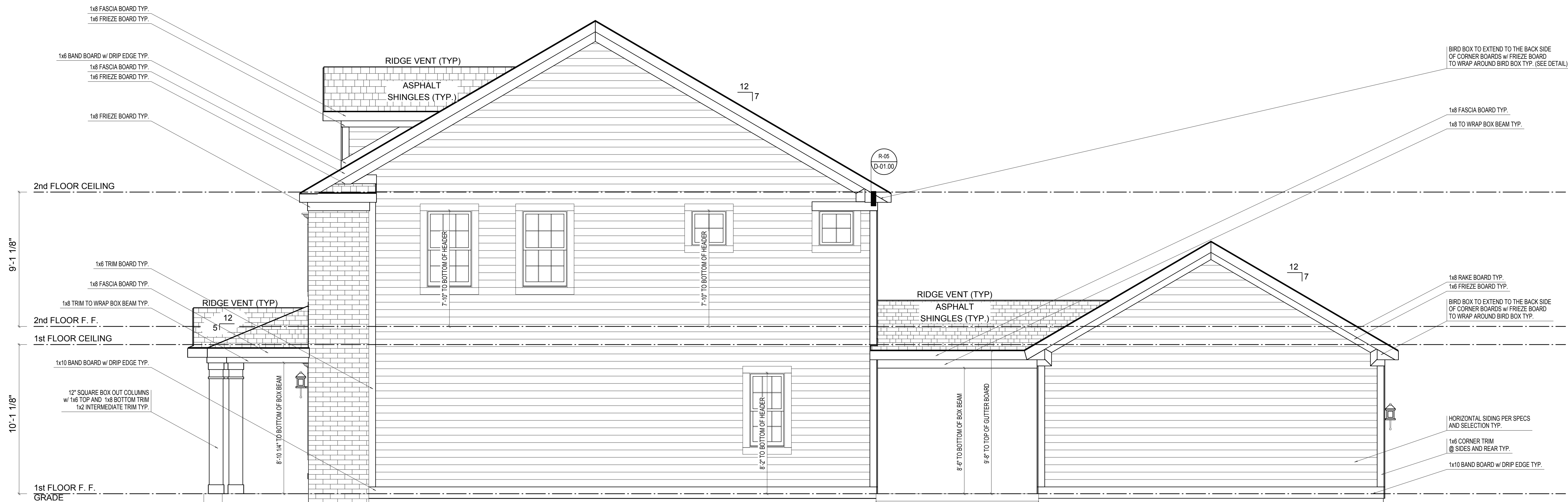
PRINT DATE: 09/12/2014			
EH_1000	FOR: Estridge Homes	LOCATION:	
SHEET NUMBER			
A-02			



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

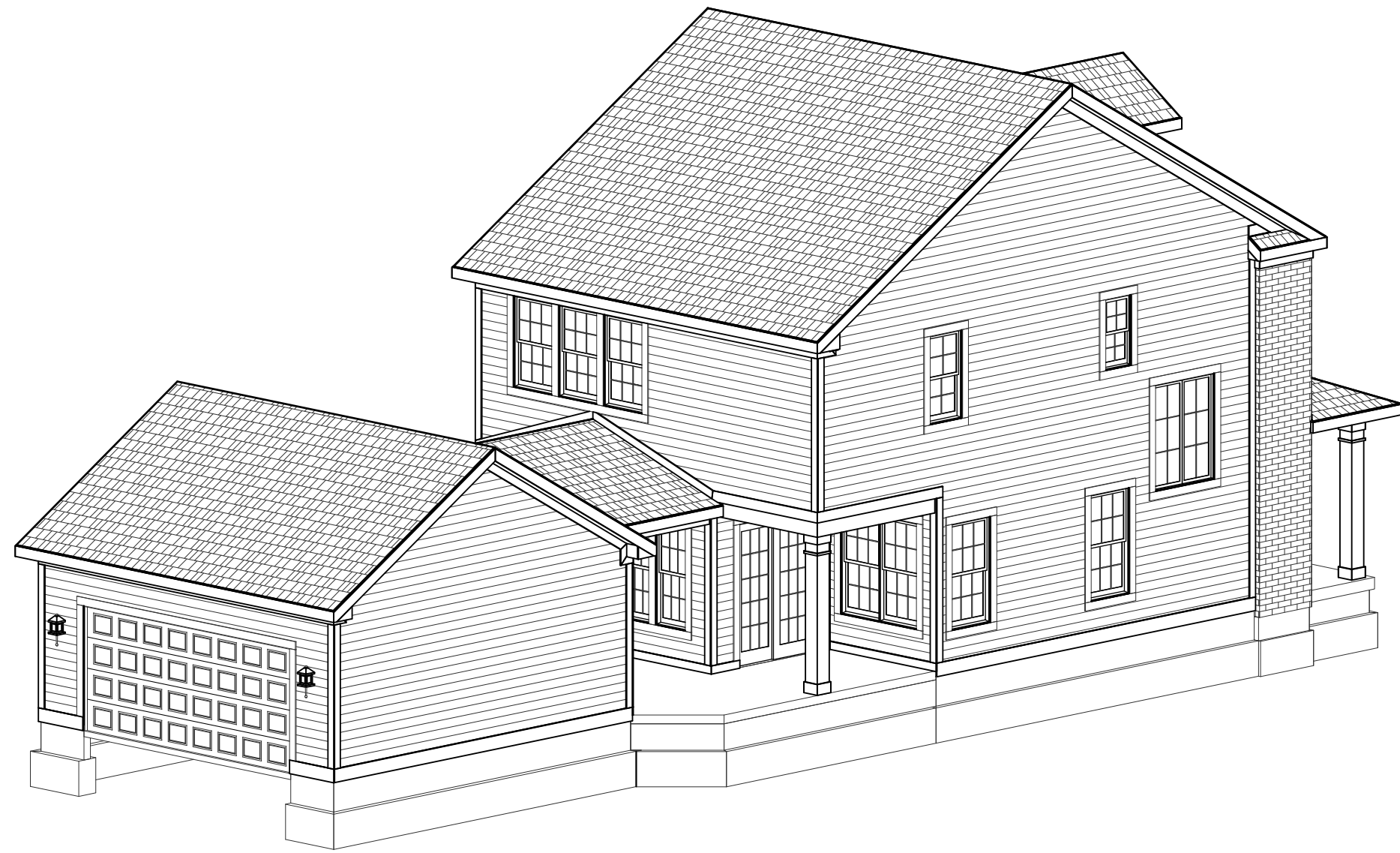
ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

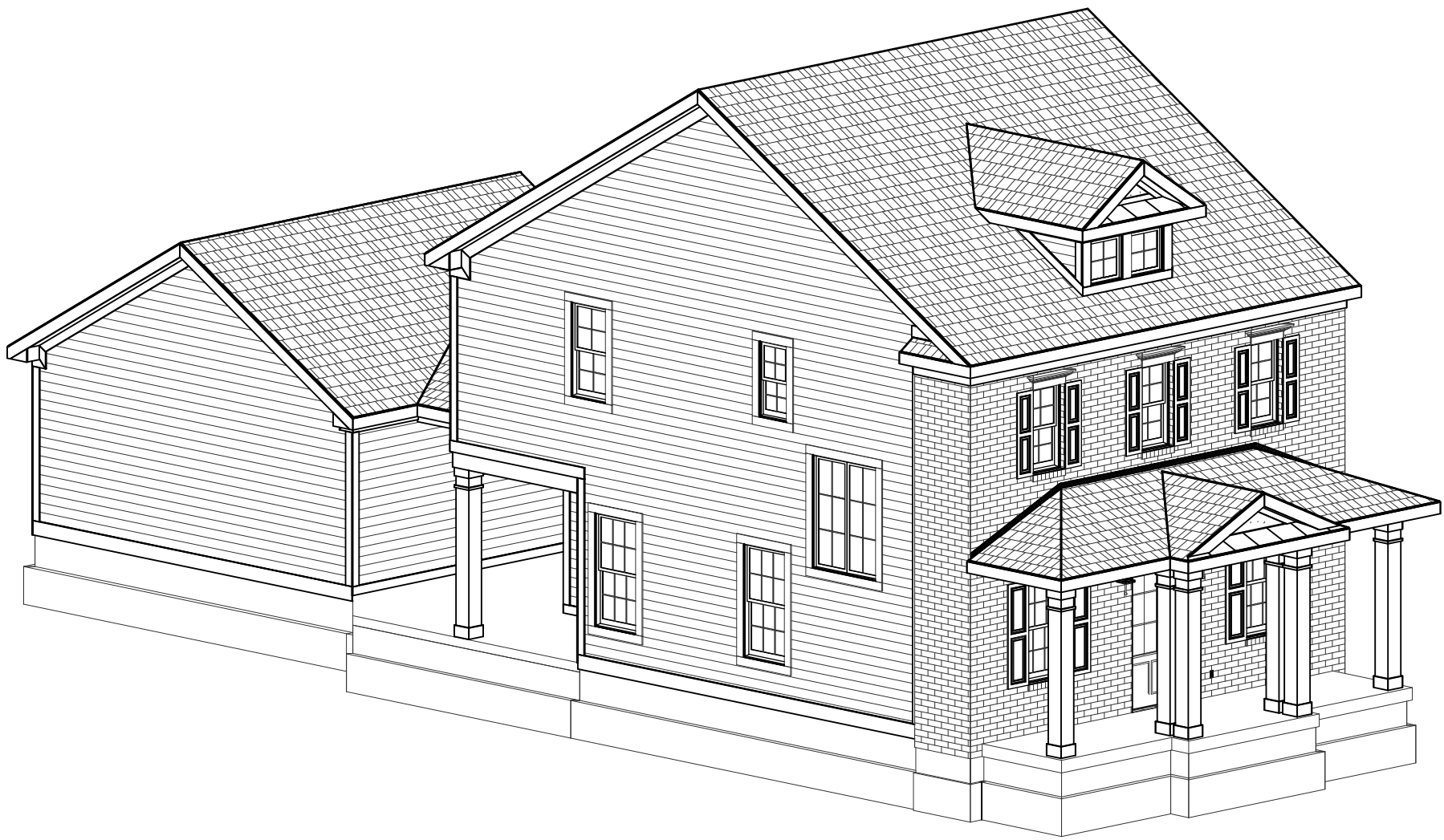
ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



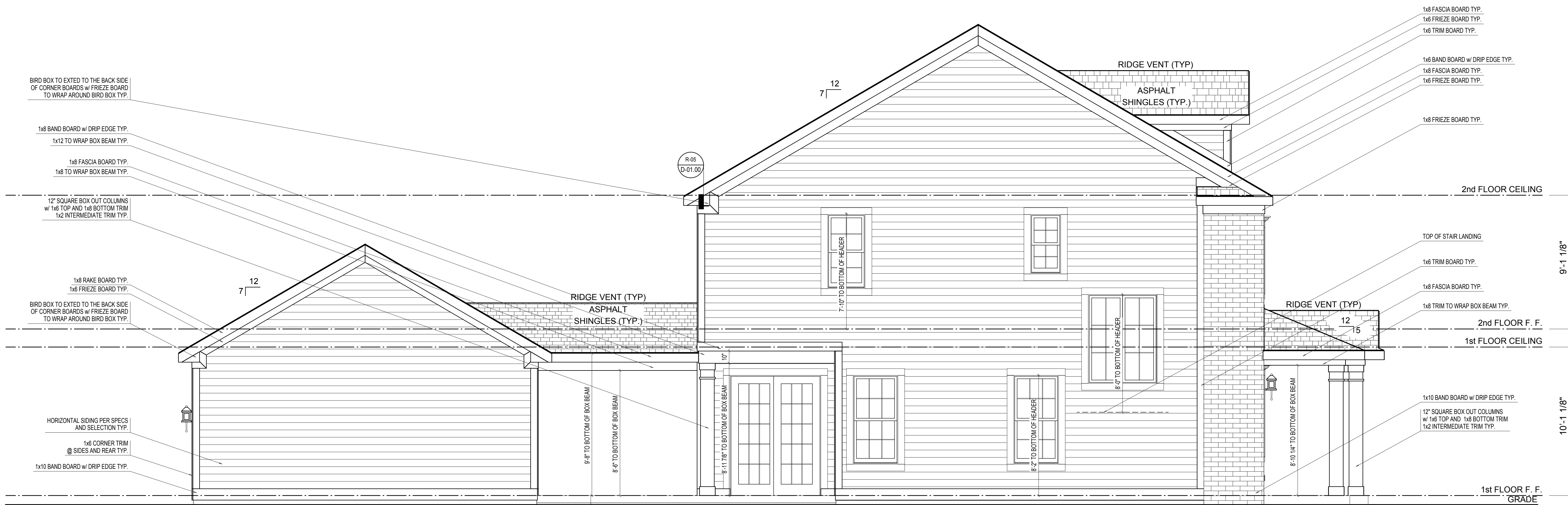
PRINT DATE: 09/12/2014			
EH_1000	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
	A-03		



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



PRINT DATE: 09/12/2014			
EH_1000	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
	A-04		



1000 Plan

Elevation Concept C

SCALE 1/4" = 1'-0"

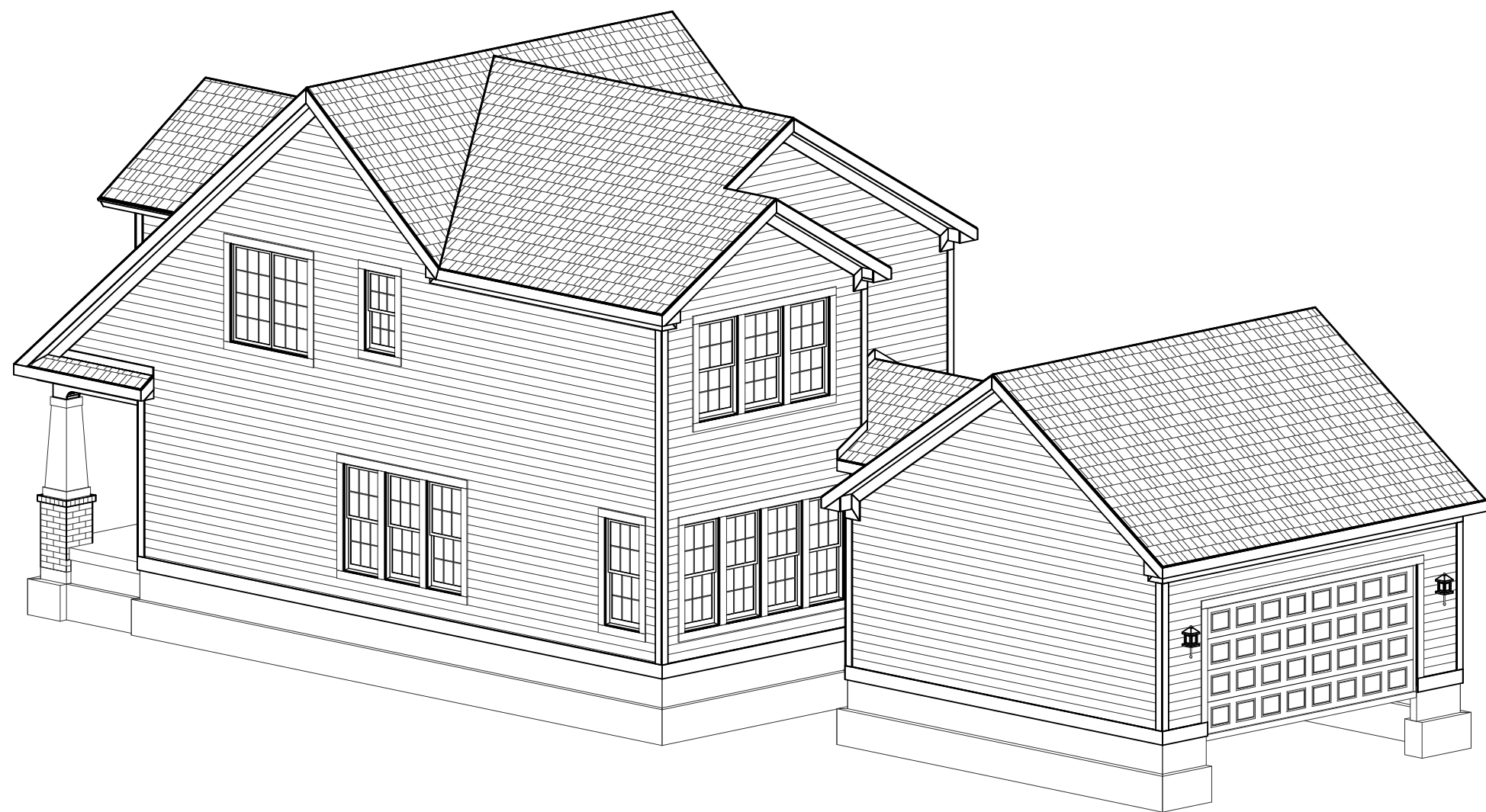


SCALE: 1/4"=1'-0"



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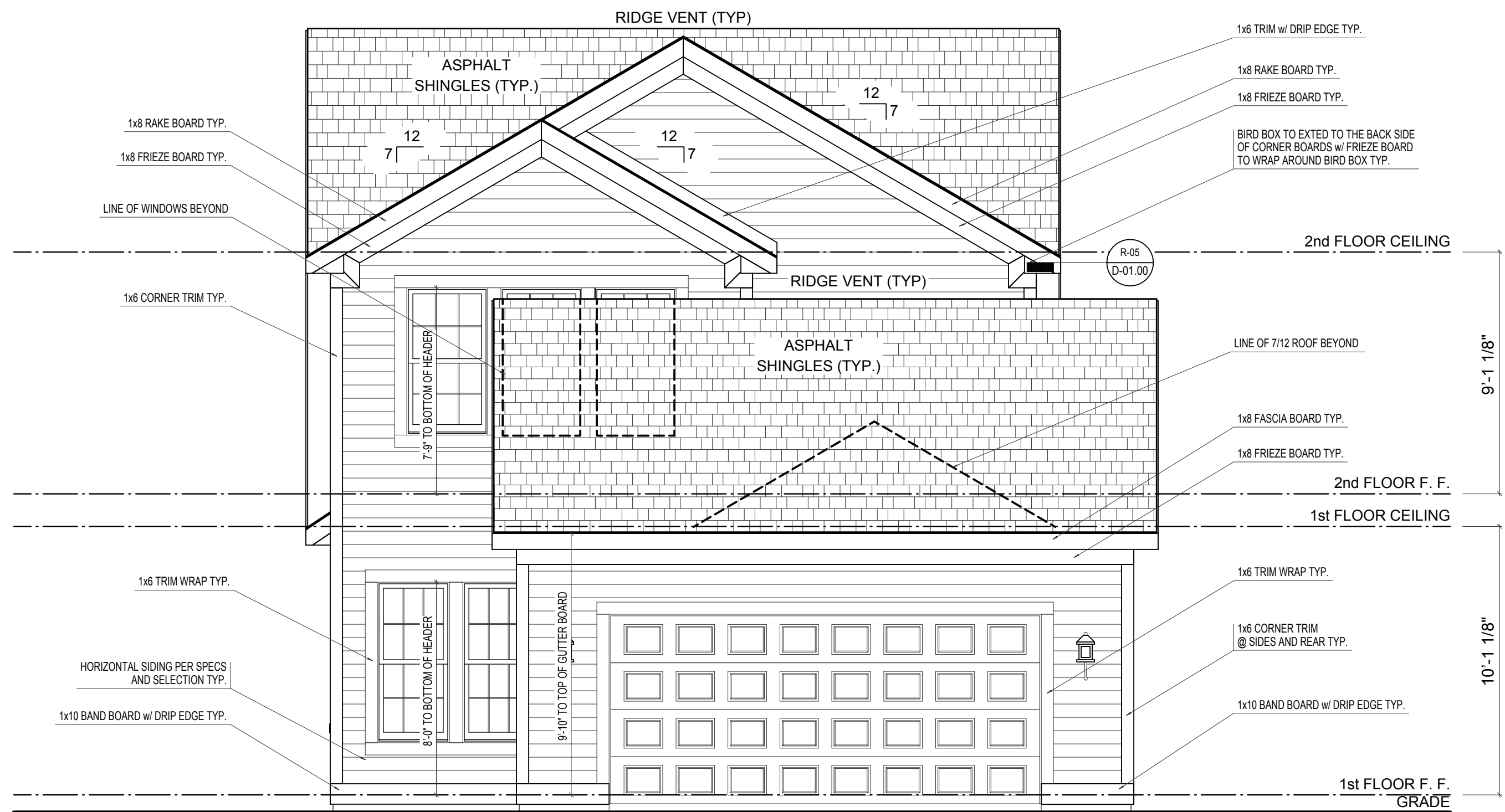
© CGVisions 2004 PLAN CREATION DATE 04/30/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1015

FOR: Estridge Homes

LOCATION:

PRINT DATE: 09/11/2014

SHEET NUMBER

A-02



SCALE: 1/4"=1'-0"



© Estridge Homes 09/11/2014

PRINT DATE:
09/11/2014

EH_1015

FOR: Estridge Homes

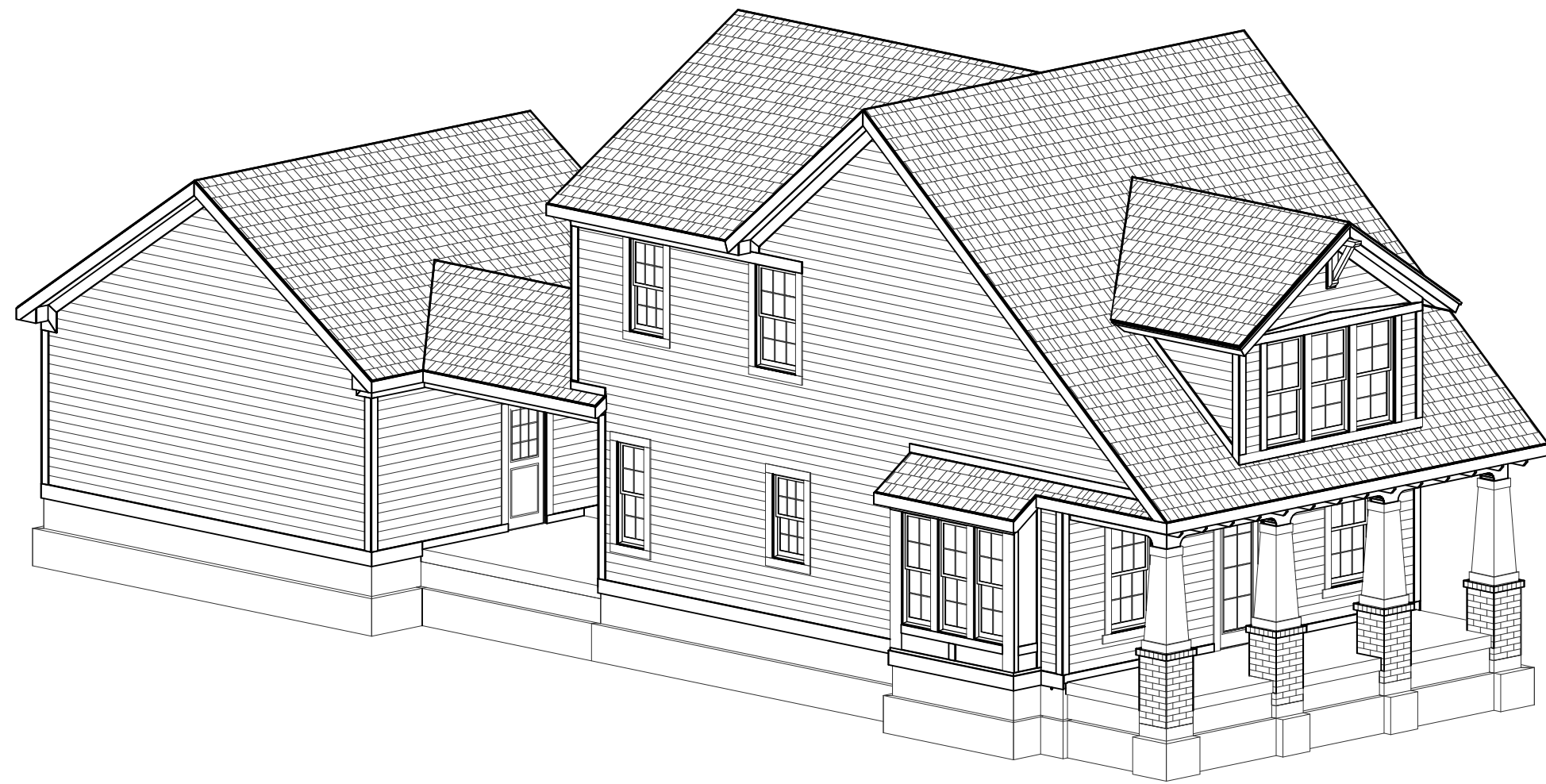
FOR: **Estridge**
LOCATION:
SHEET NUMBER

A-03

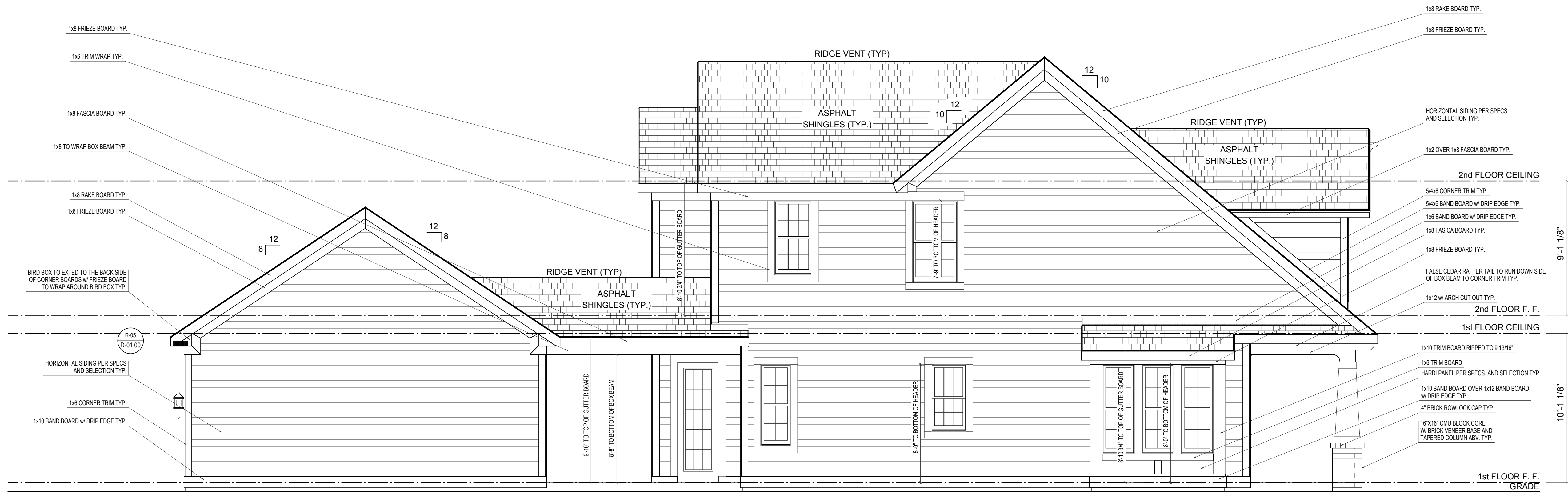
© CGVisions 2004 PLAN CREATION DATE 04/30/2014



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE:
09/11/2014

EH_1015	FOR: Estridge Homes	LOCATION:		
SHEET NUMBER				
A-04				



SCALE: 1/4"=1'-0"



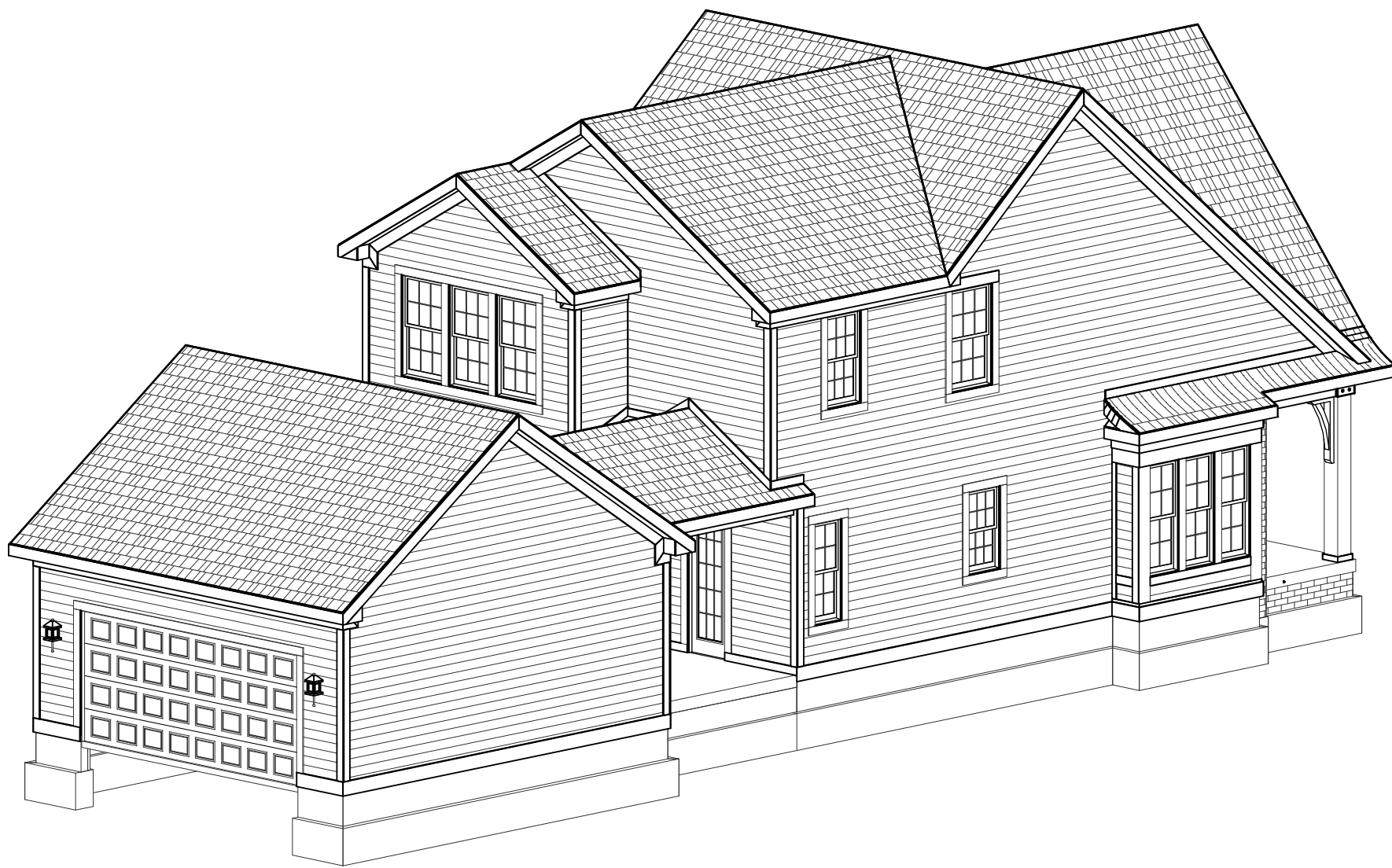
© Estridge Homes 10/10/2014

A-01

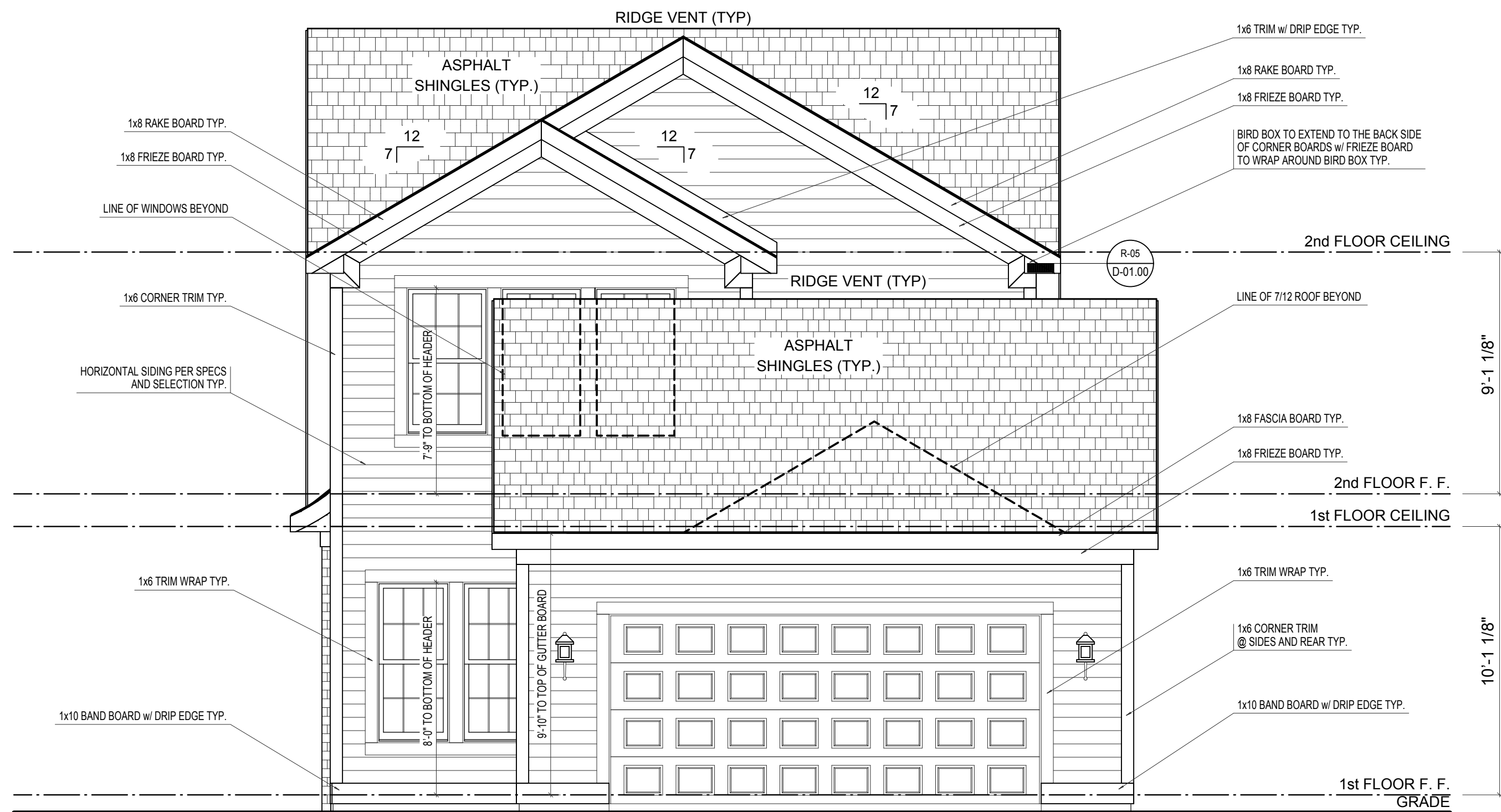
© CGVisions 2004 PLAN CREATION DATE 04/30/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION "B" BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1015		PRINT DATE: 10/10/2014	
FOR:	Estridge Homes	SHEET NUMBER	A-02
LOCATION:			



SCALE: 1/4"=1'-0"

PRINT DATE: 10/10/2014		
EH_1015	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-03		

© CGVisions 2004 PLAN CREATION DATE 04/30/2014



SCALE: 1/4"=1'-0"



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A-04

© CGVisions 2004 PLAN CREATION DATE 04/30/2014



SCALE: 1/4"=1'-0"



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A-01

© CGVisions 2004 PLAN CREATION DATE 05/05/2014



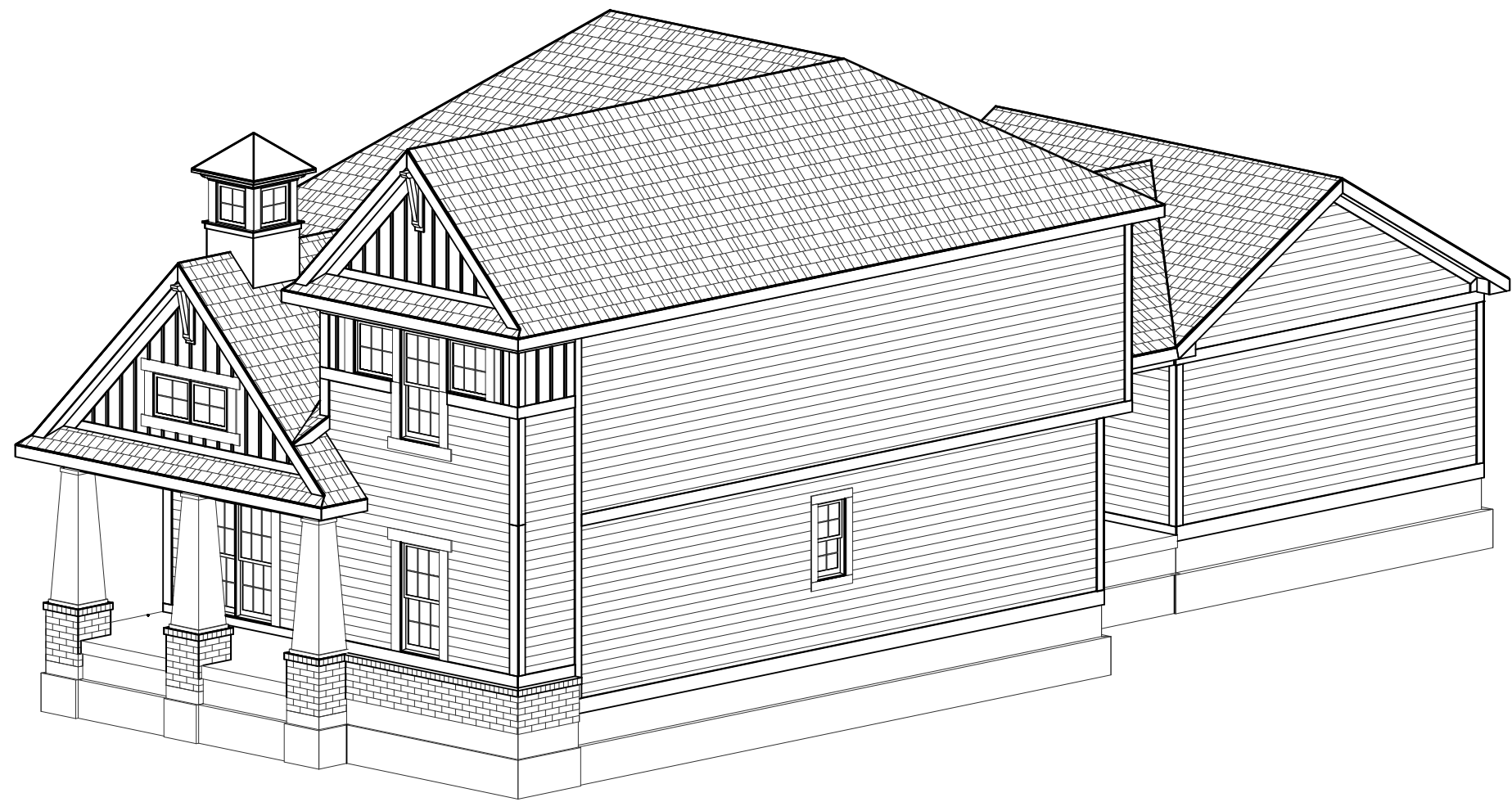
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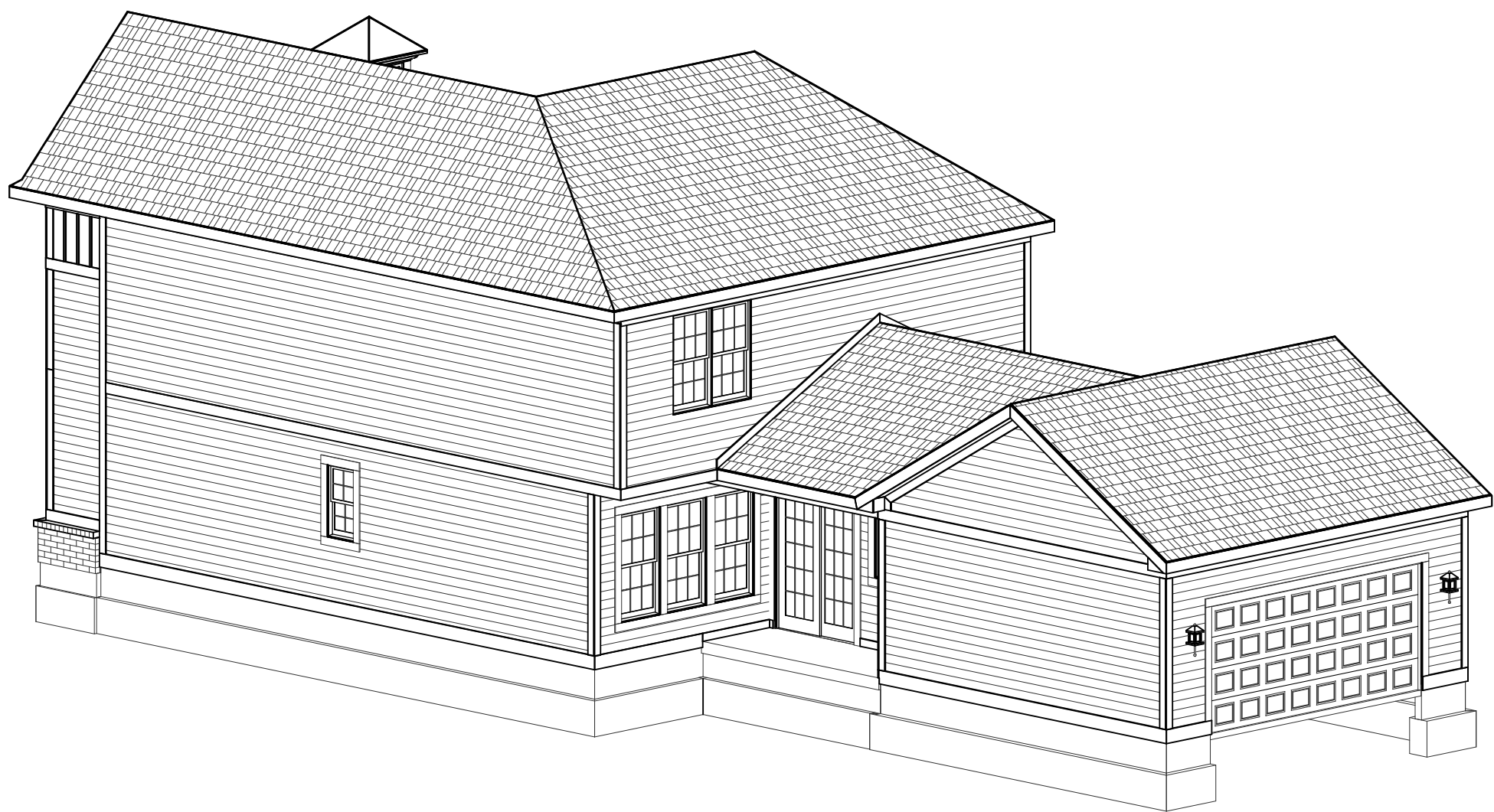
PRINT DATE: 07/11/2014	
EH_1030	
FOR:	
Estridge Homes	
LOCATION:	
SHEET NUMBER	
A-02	

© Estridae Homes 07/11/2014

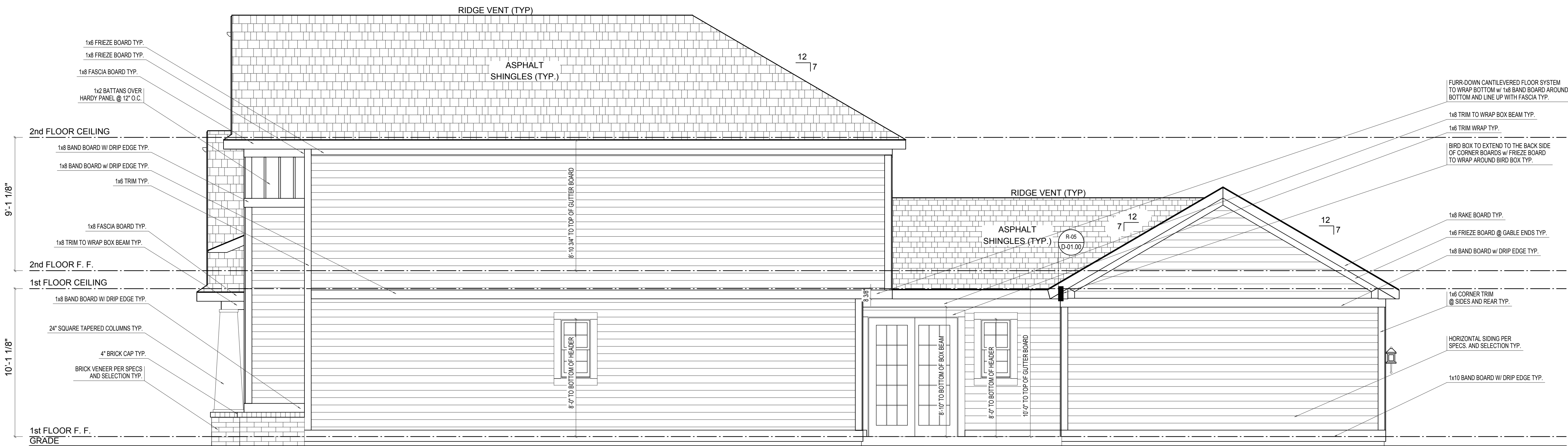
© CGVisions 2004 PLAN CREATION DATE 05/05/2014



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

REMARKS

DATE

REV. NO.

ELEVATION A

GARAGE REAR



PRINT DATE:
07/11/2014

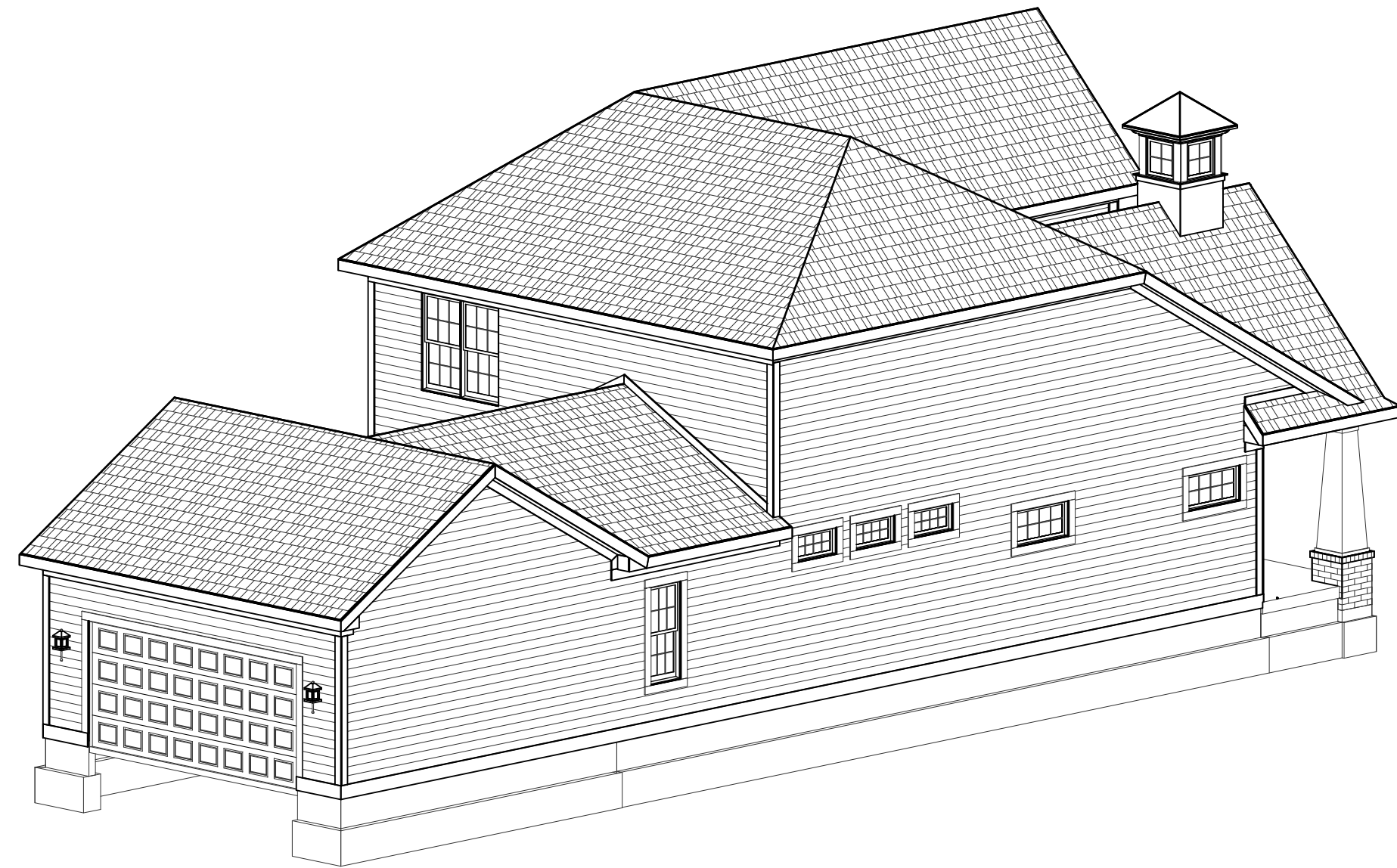
EH_1030

FOR: Estridge Homes

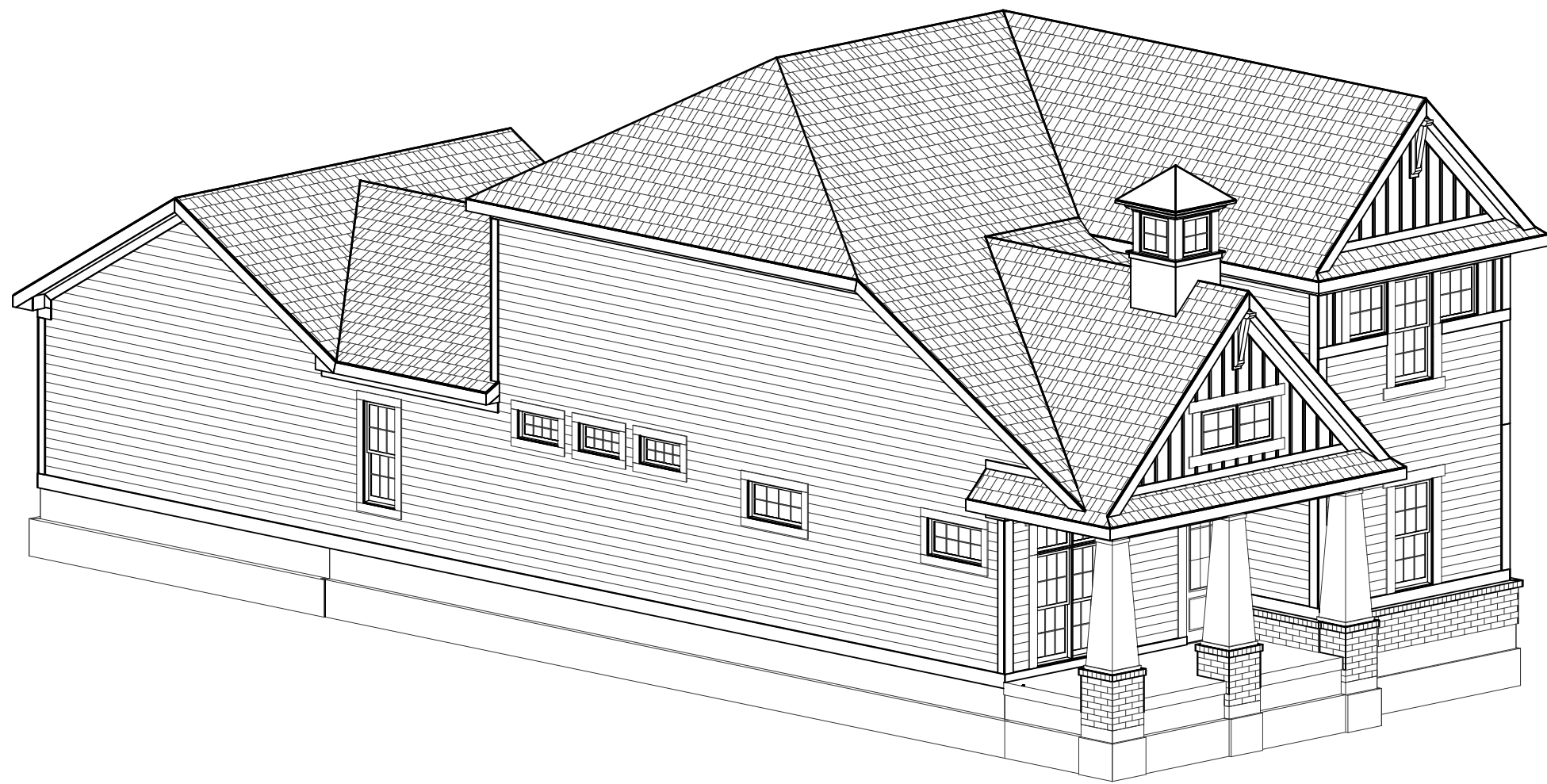
LOCATION:

SHEET NUMBER

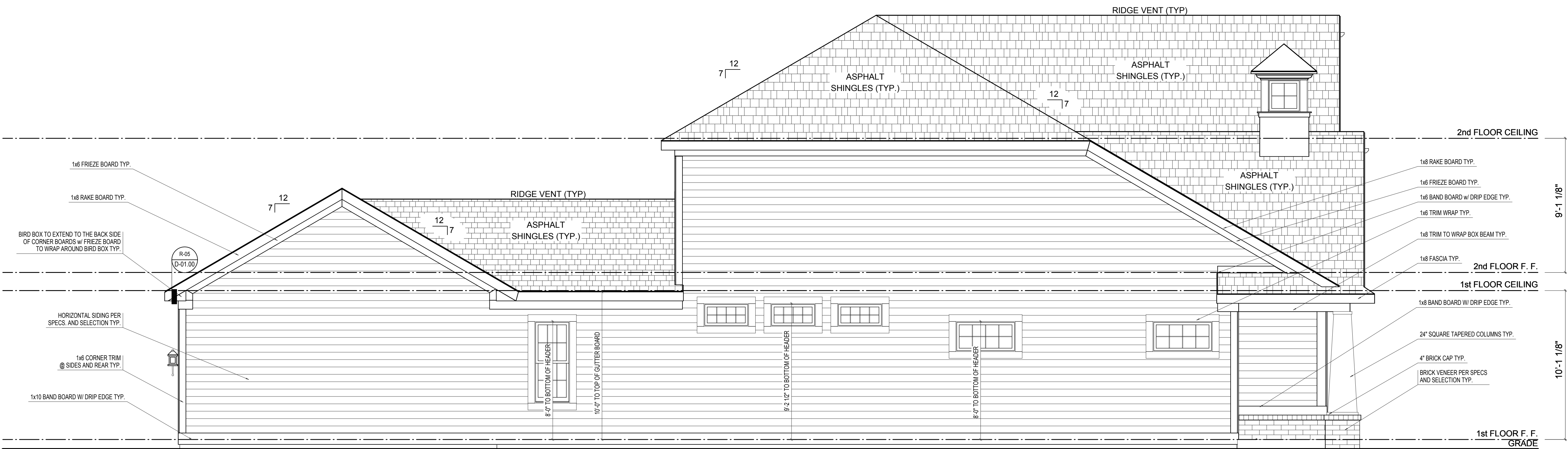
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 07/11/2014			
EH_1030	FOR:	Estridge Homes	
	LOCATION:		
	SHEET NUMBER		
A-04			



1030 Plan

SCALE 1/4" = 1'-0"



SCALE: 1/4"=1'-0"



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EH 1045

FOR:
Estridge Homes

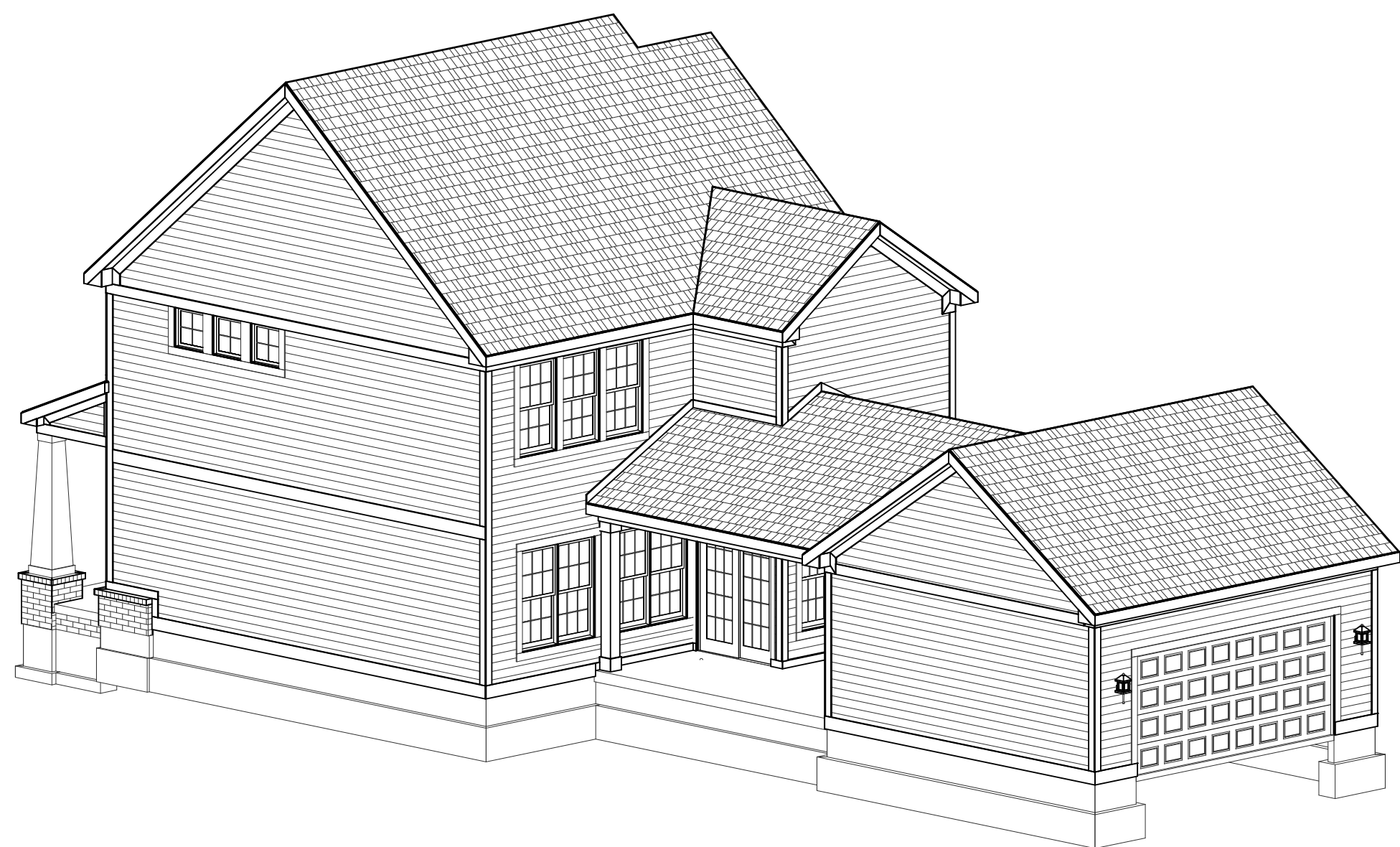
FOR: Estridg

LOCATION:

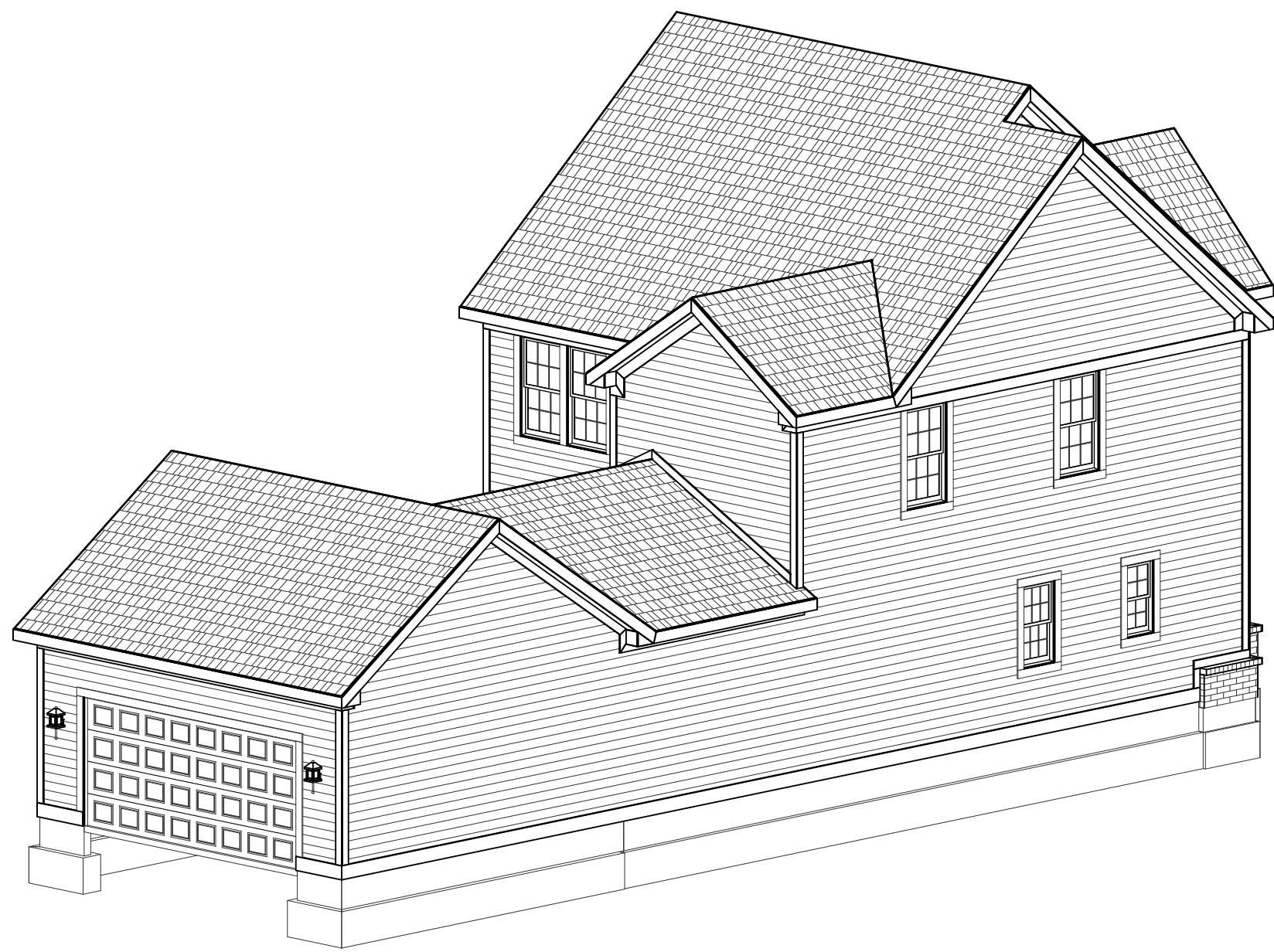
SHEET NUMBER

A-01

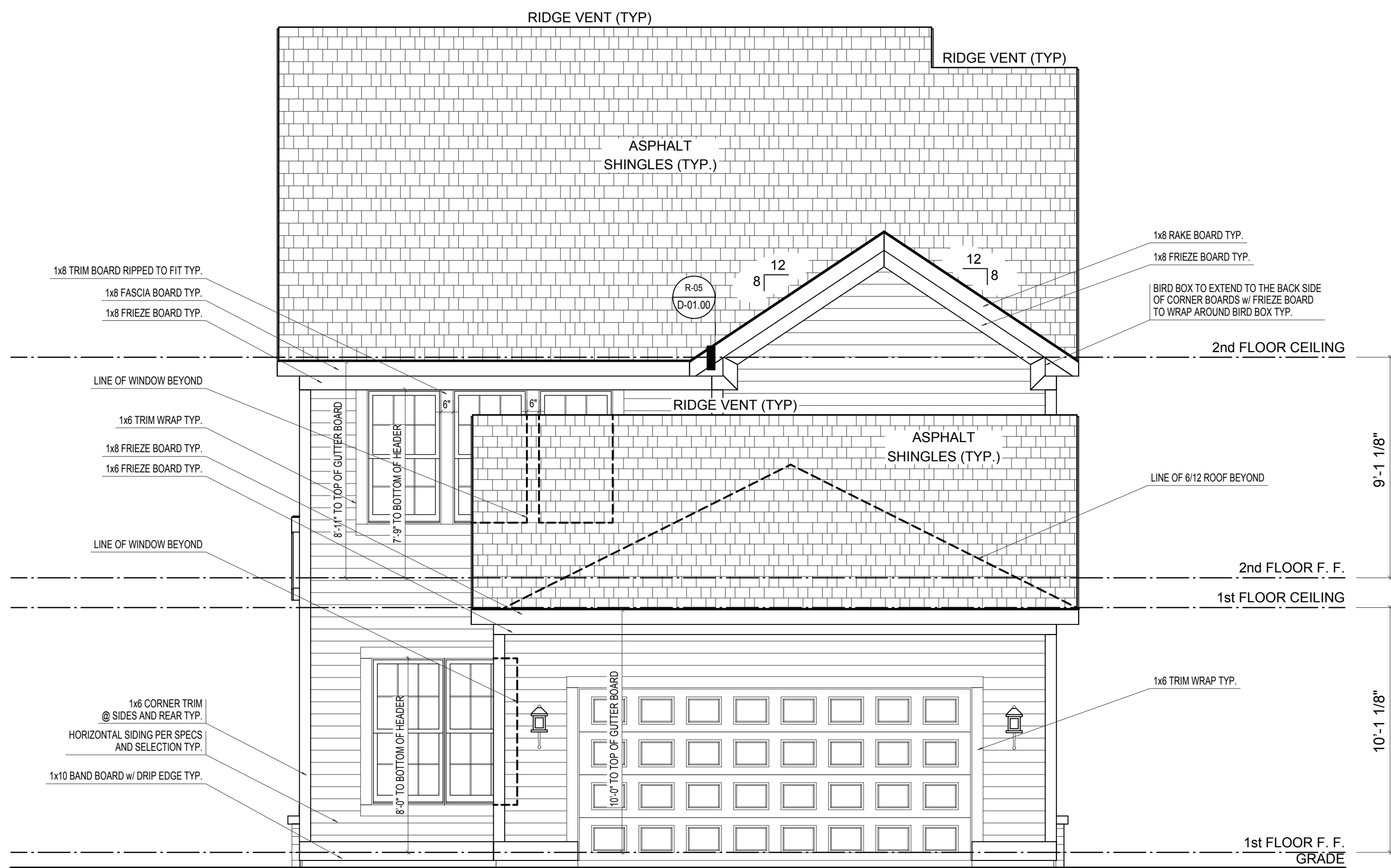
© CGVisions 2004 PLAN CREATION DATE 05/07/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

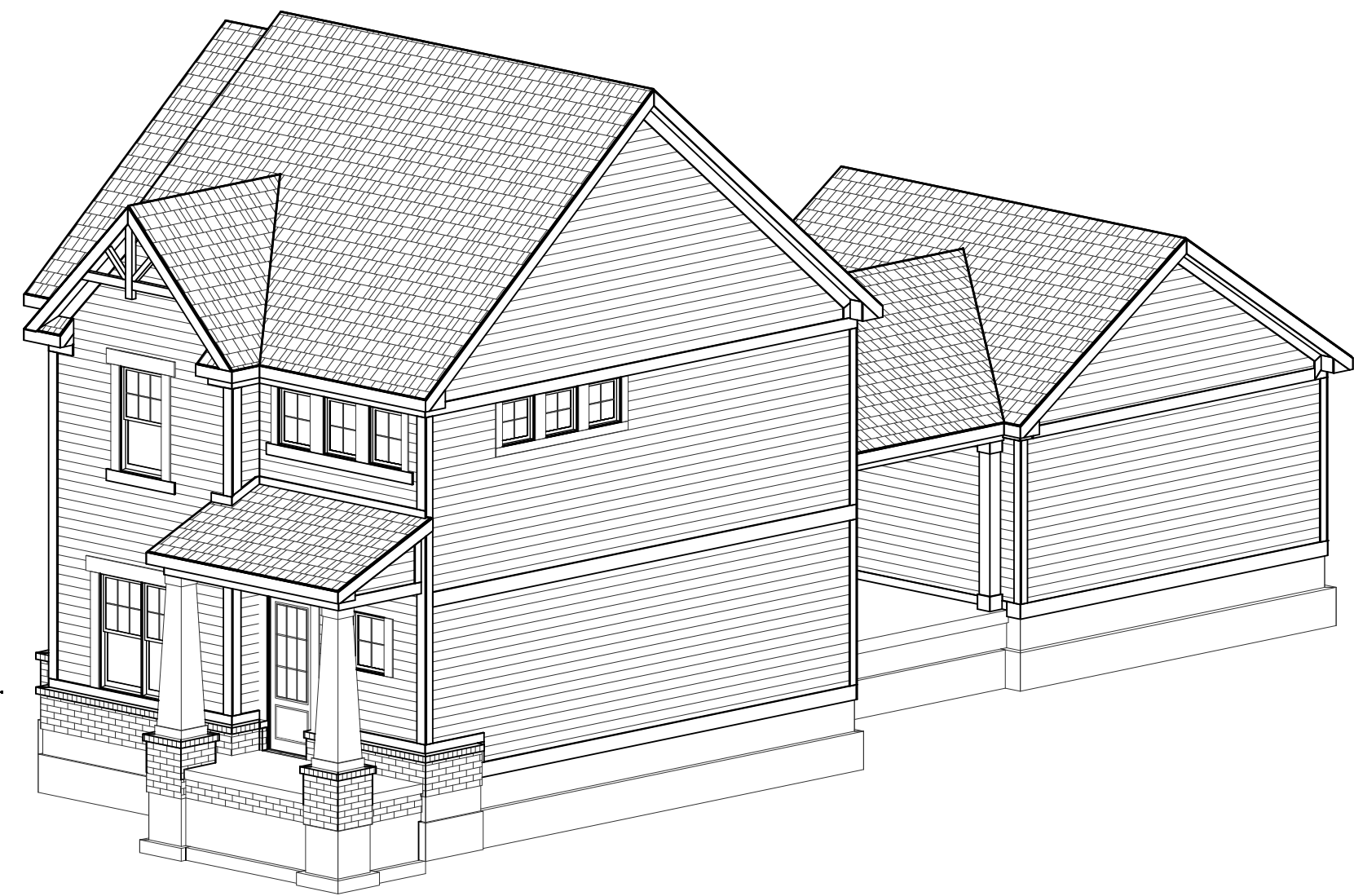
SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

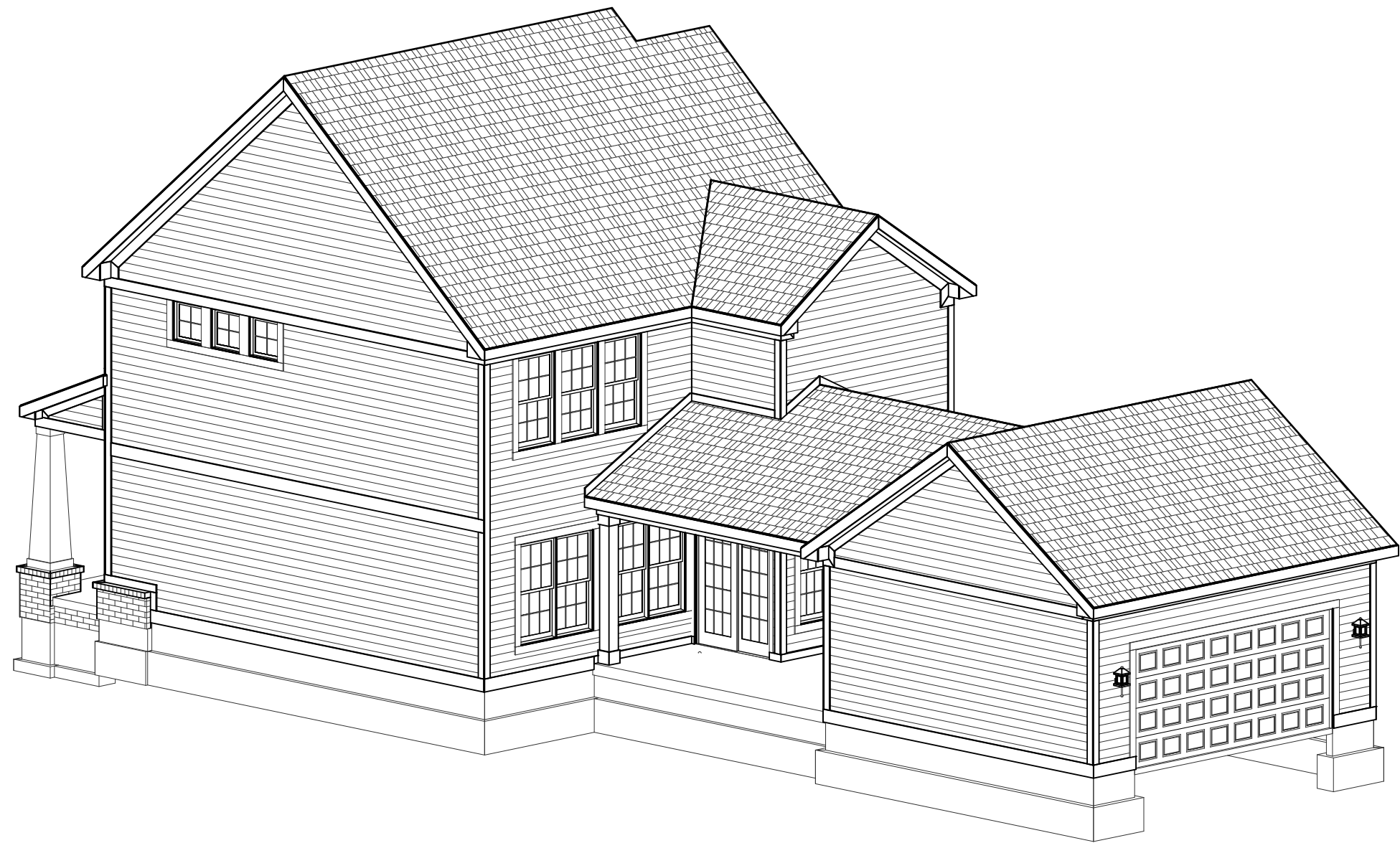
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



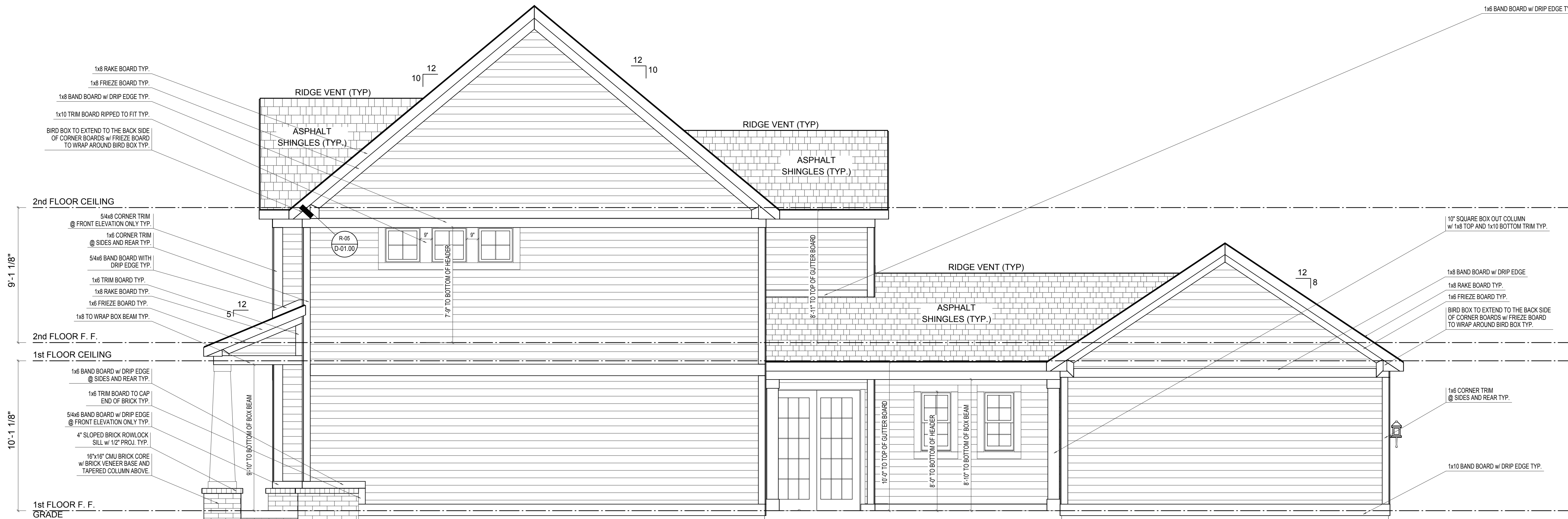
PRINT DATE: 10/08/2014			
EH_1045	FOR:	Estridge Homes	
	LOCATION:		
	SHEET NUMBER		
A-02			



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1045		PRINT DATE: 10/08/2014	
FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER		A-03	



SCALE: 1/4"=1'-0"

ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				



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PRINT DATE:
10/08/2014

EH_1045	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		

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SCALE: 1/4"=1'-0"

[illegible]

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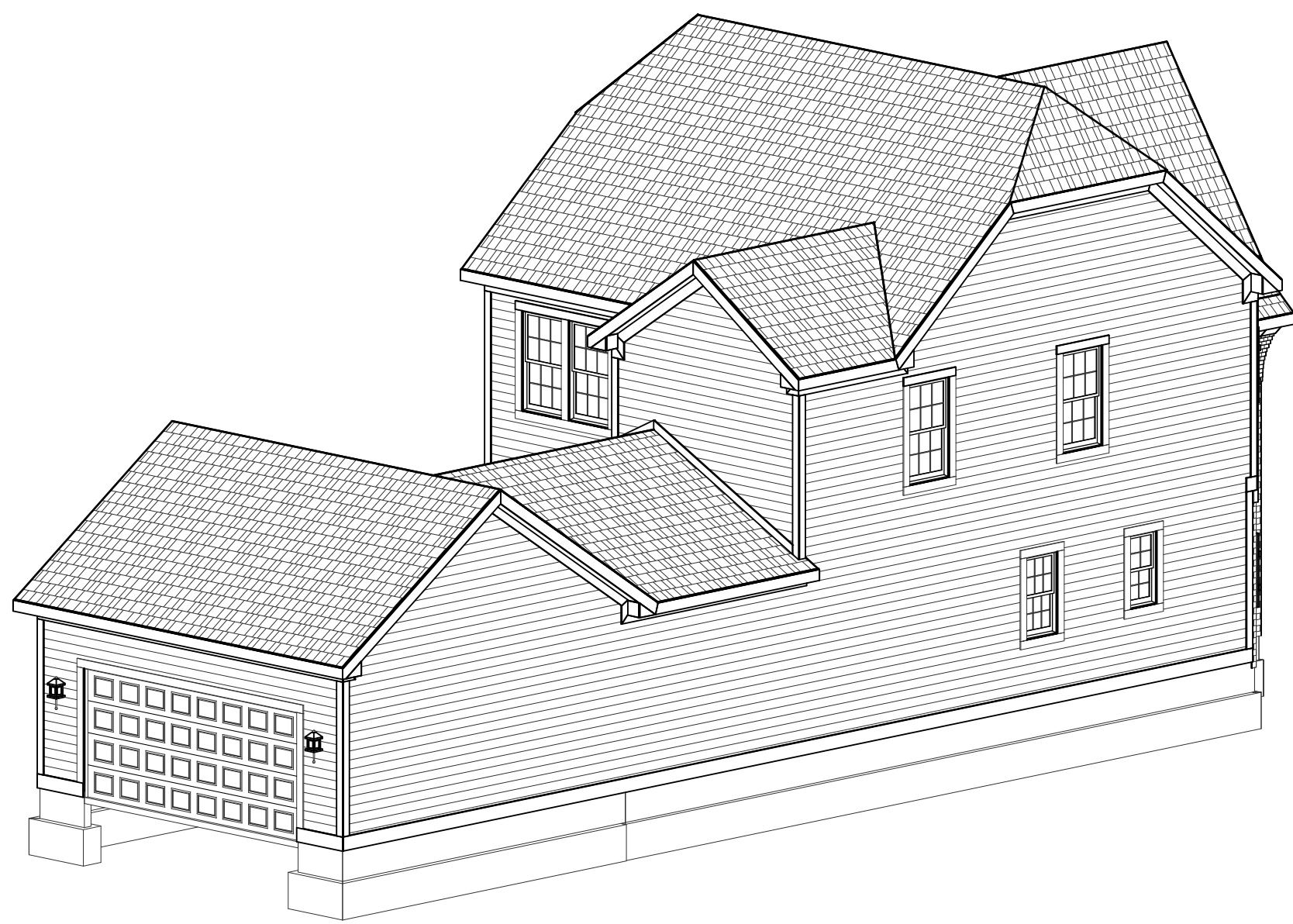
PRINT DATE:
09/11/2014

EH_1045	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-01		

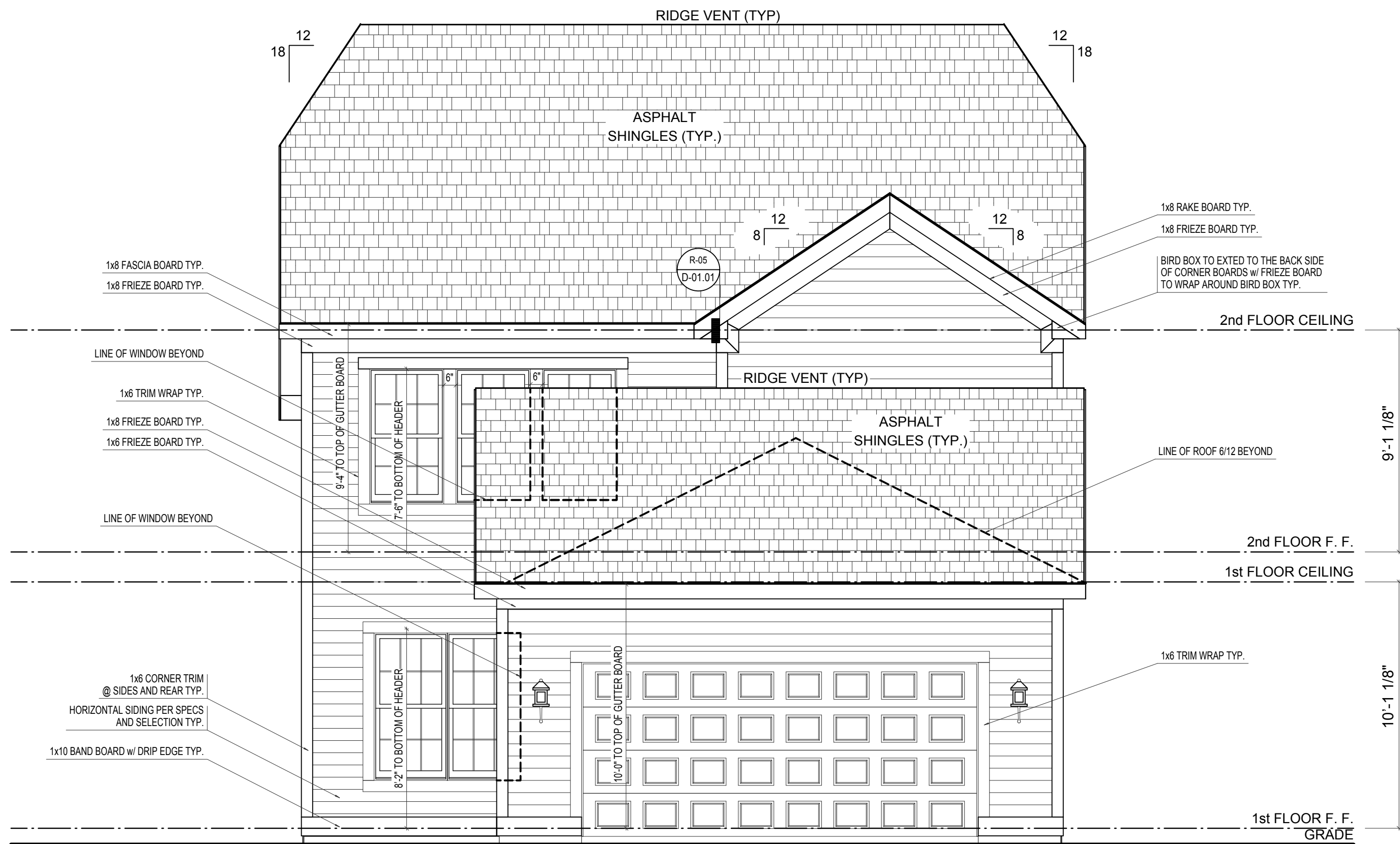
© CGVisions 2004 PLAN CREATION DATE 05/07/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

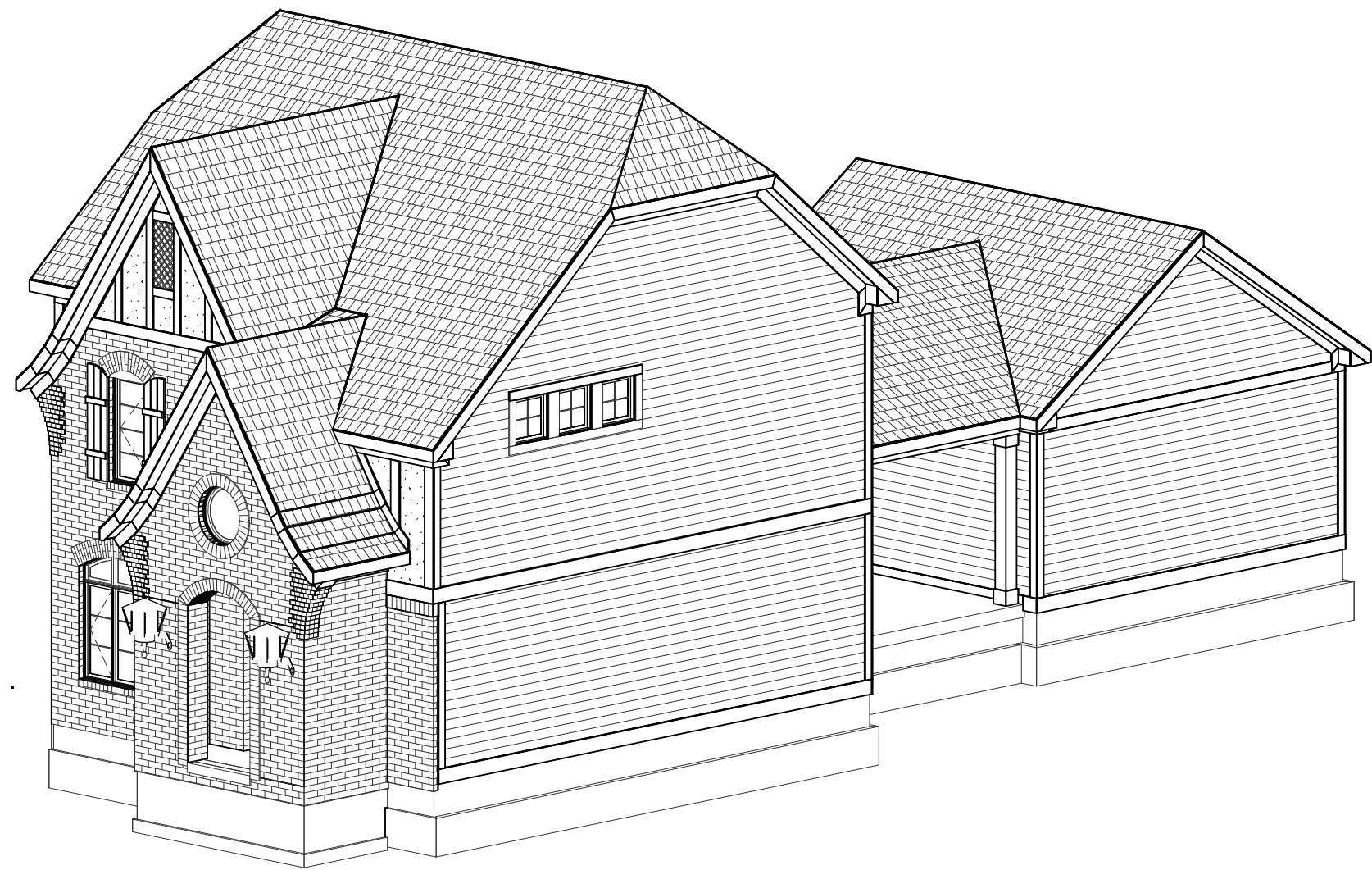
SCALE: 1/4"=1'-0"

ELEVATION B BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



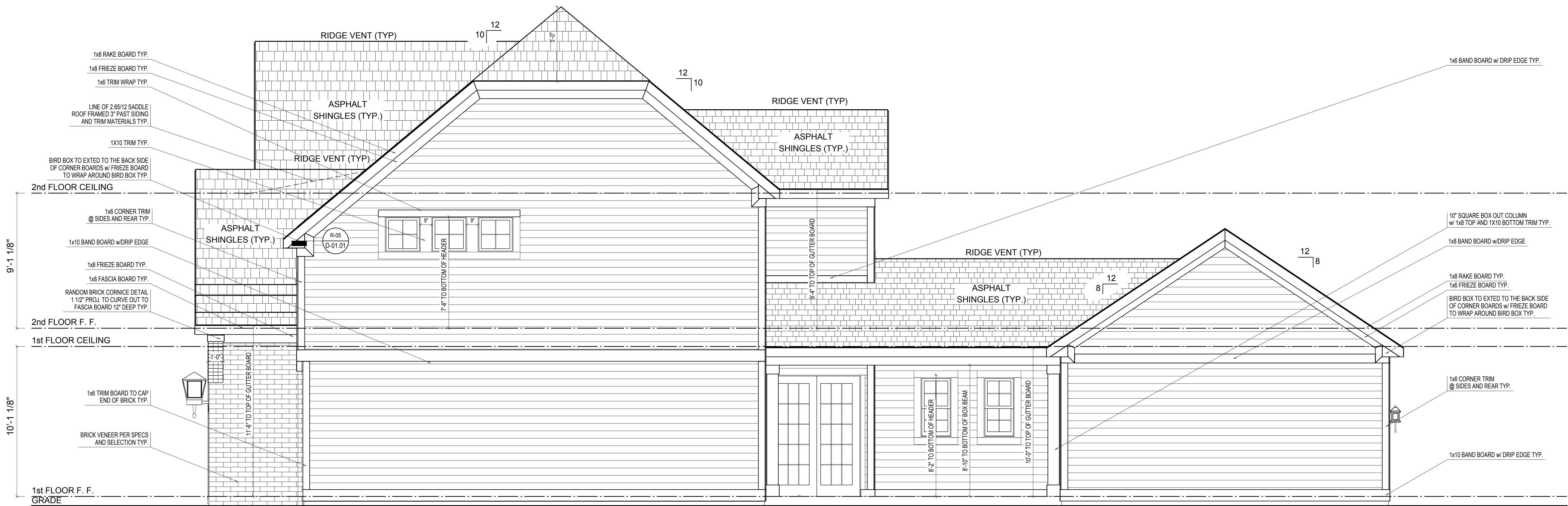
PRINT DATE: 09/11/2014		
EH_1045	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-02		



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

ELEVATION B BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 09/11/2014		
EH_1045	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-03		



ELEVATION B BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				

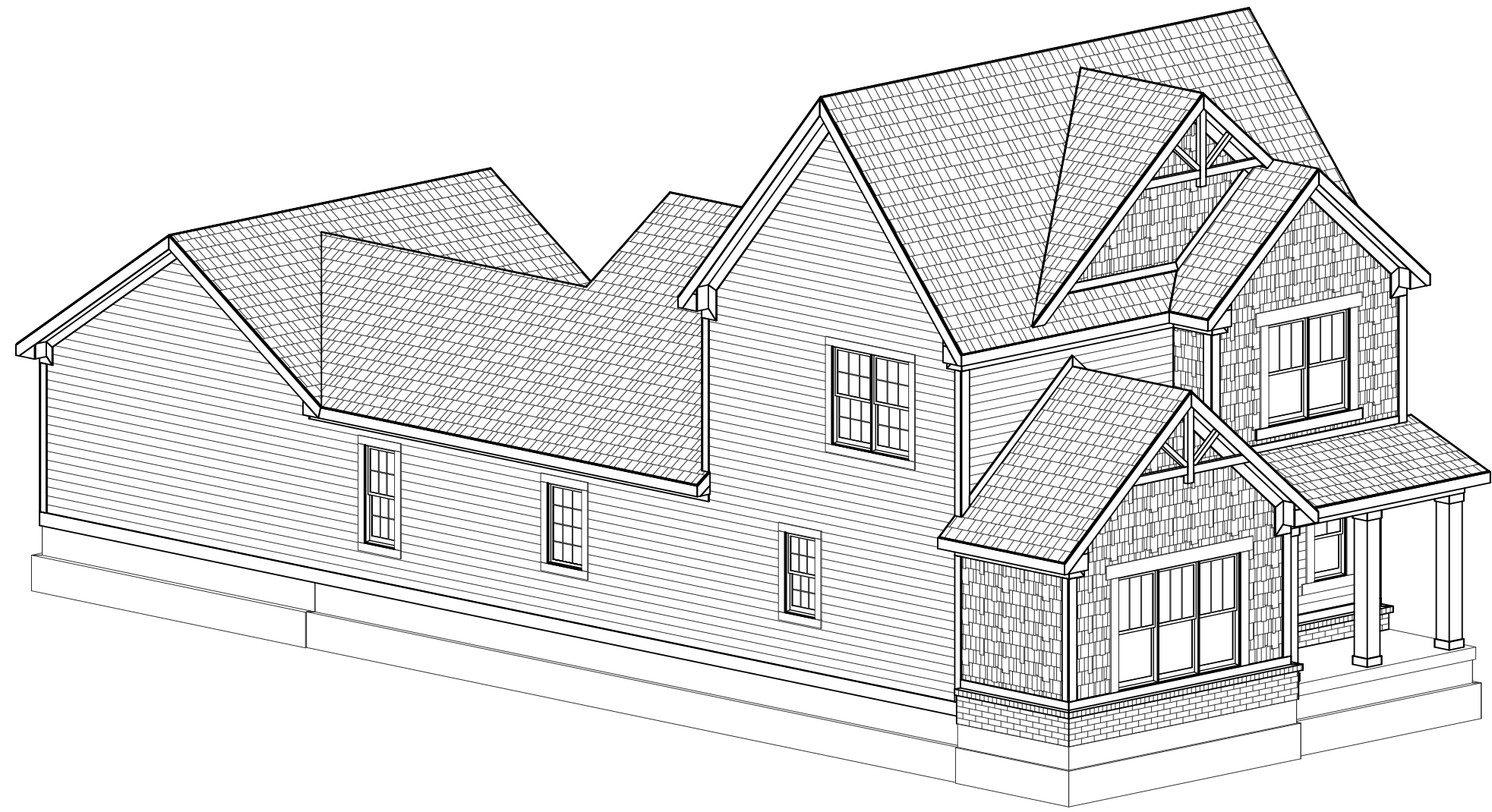


© Estridae Homes 09/11/2014

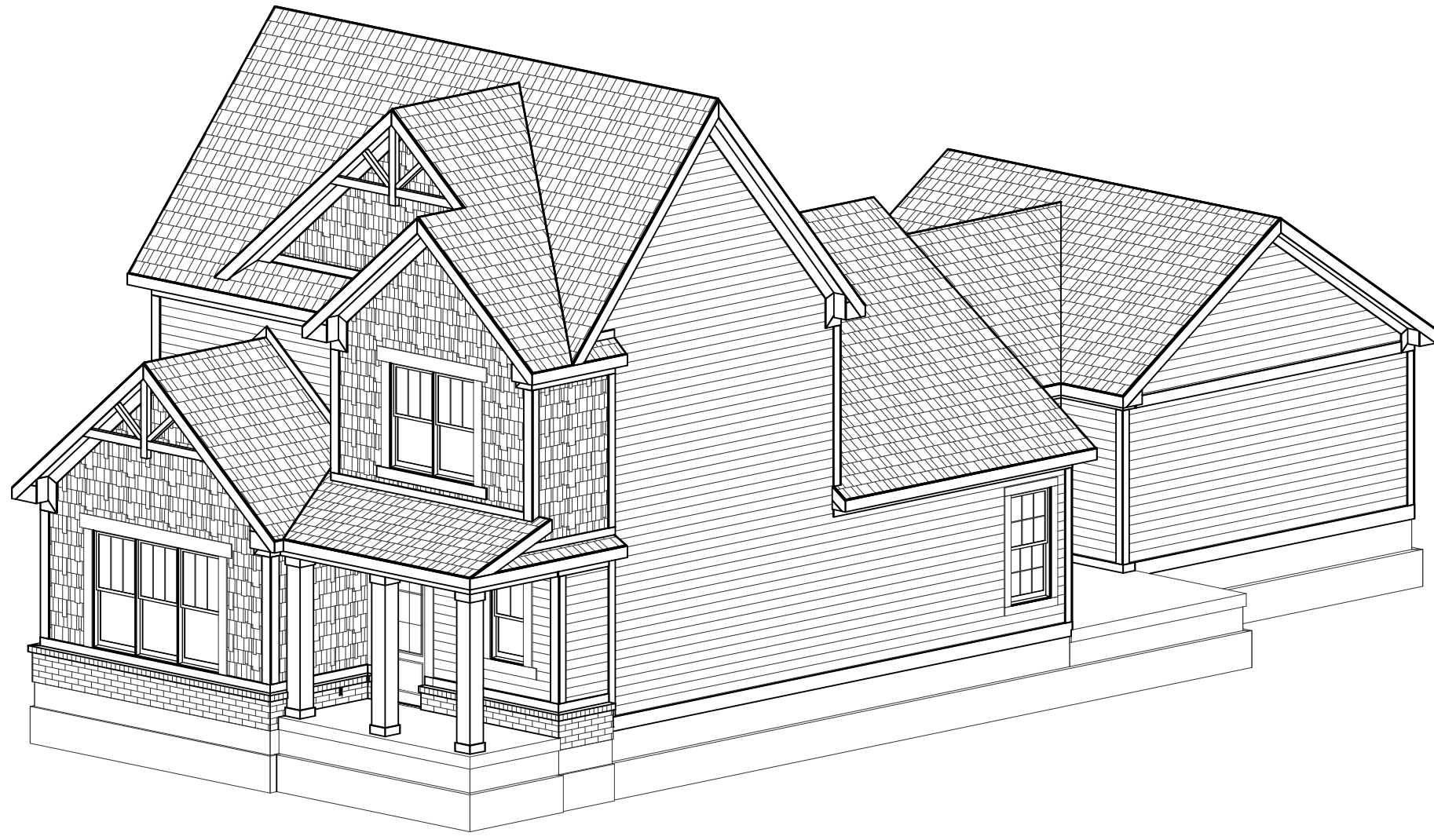
PRINT DATE:
09/11/2014

EH_1045	FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER				
A-04				

© CGVisions 2004 PLAN CREATION DATE 05/07/2014



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

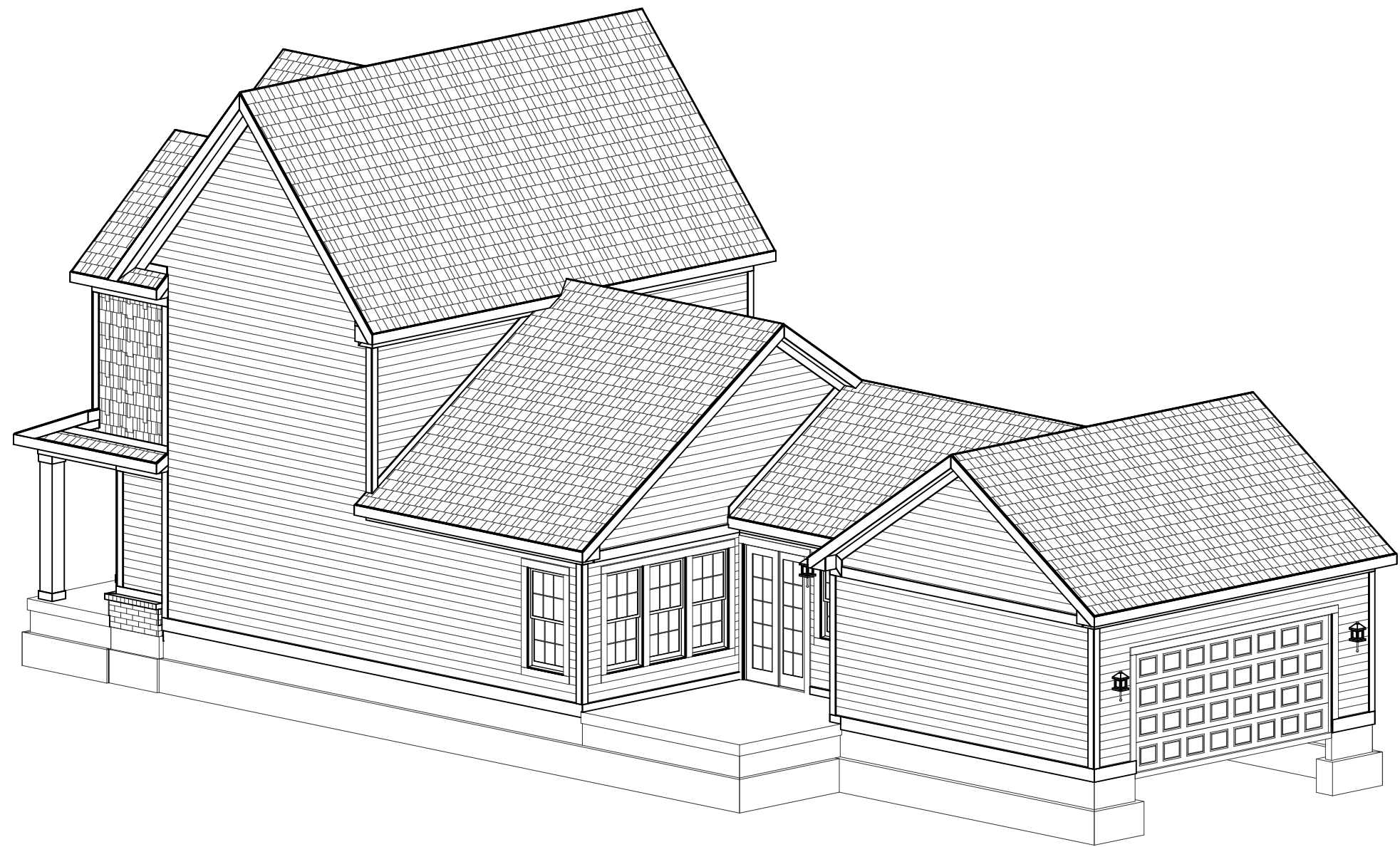
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ELEVATION 'A' BASE FINAL

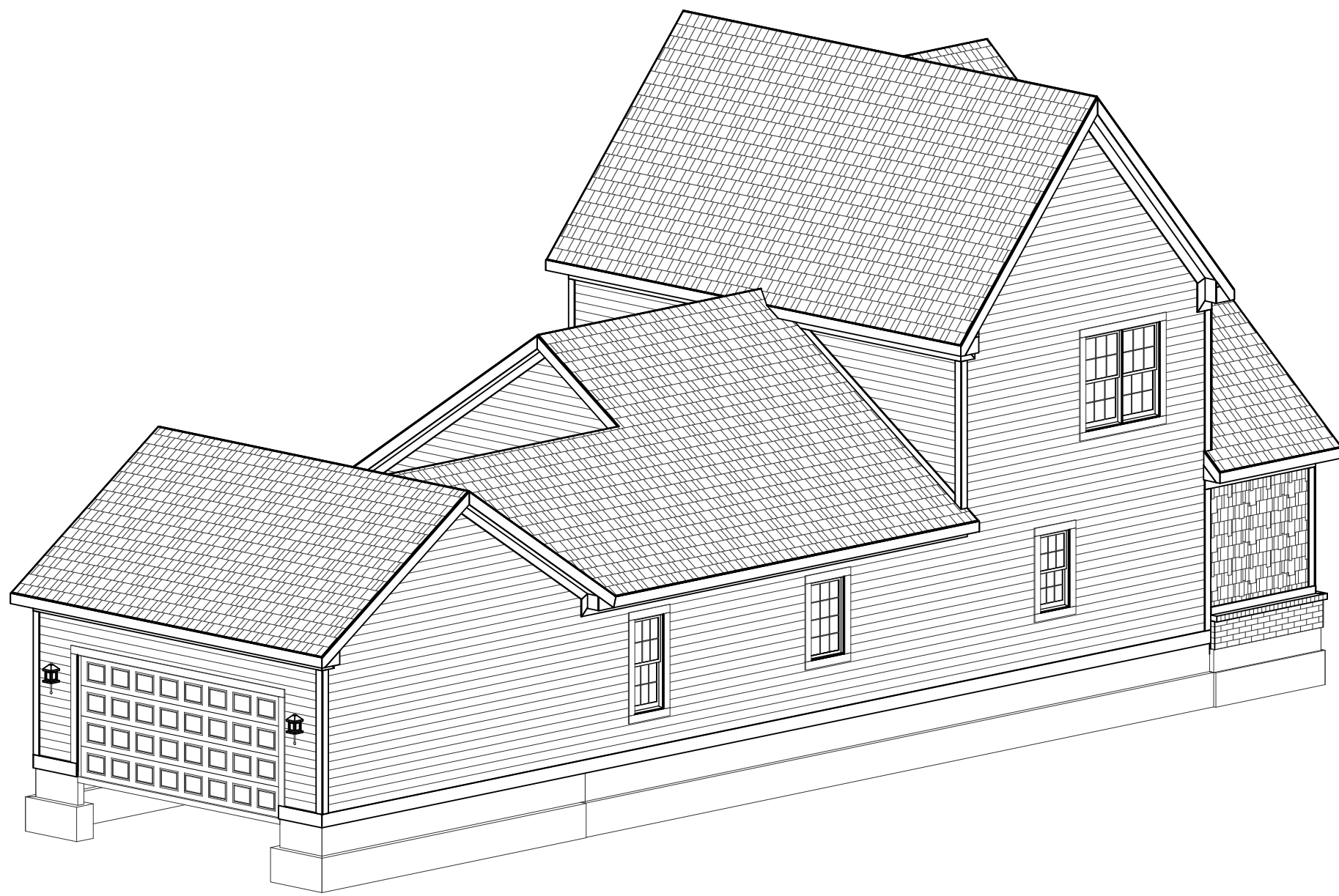
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



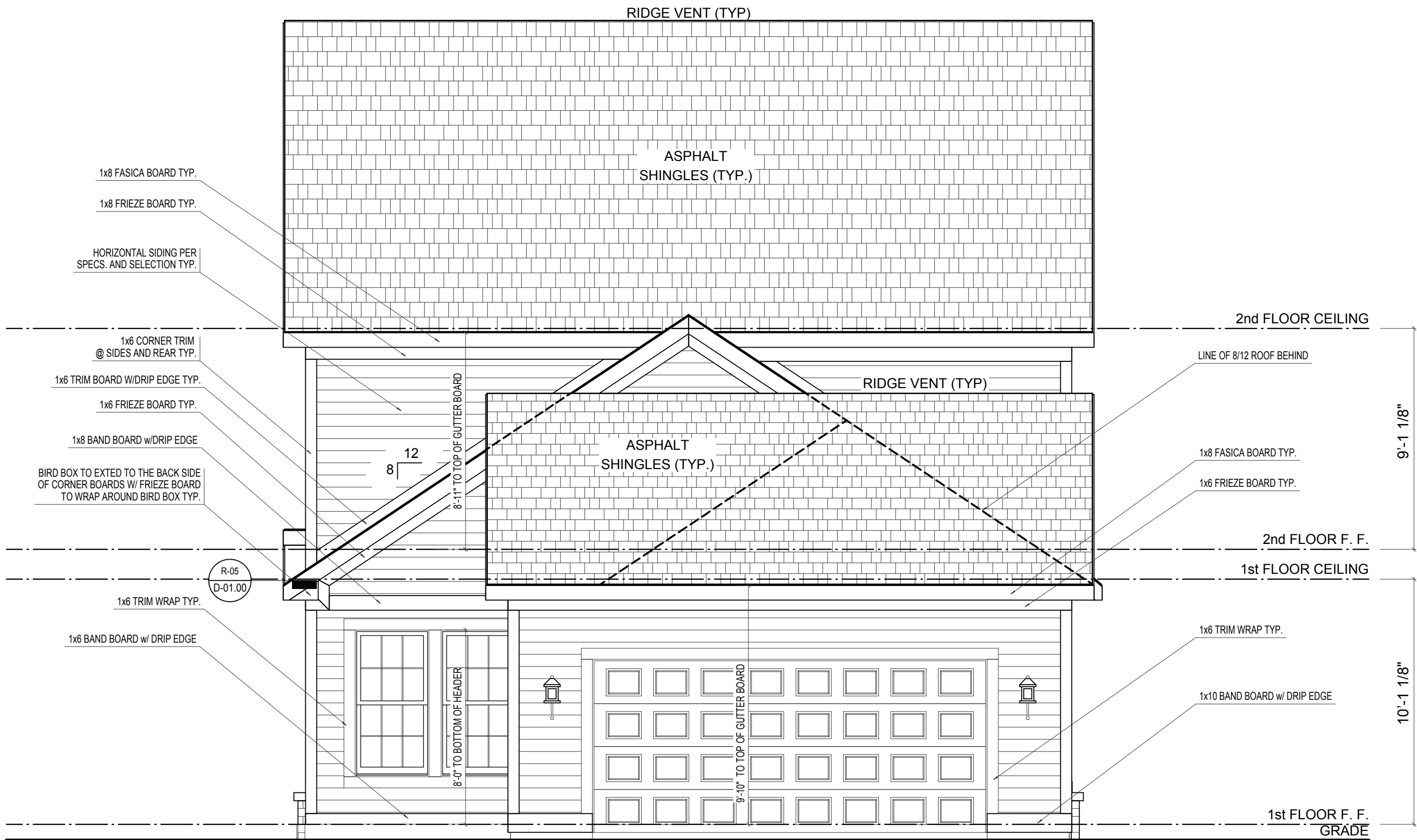
PRINT DATE: 10/07/2014			
EH_1060	FOR:	Estridge Homes	
	LOCATION:	1060	
	SHEET NUMBER		
A-01			



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

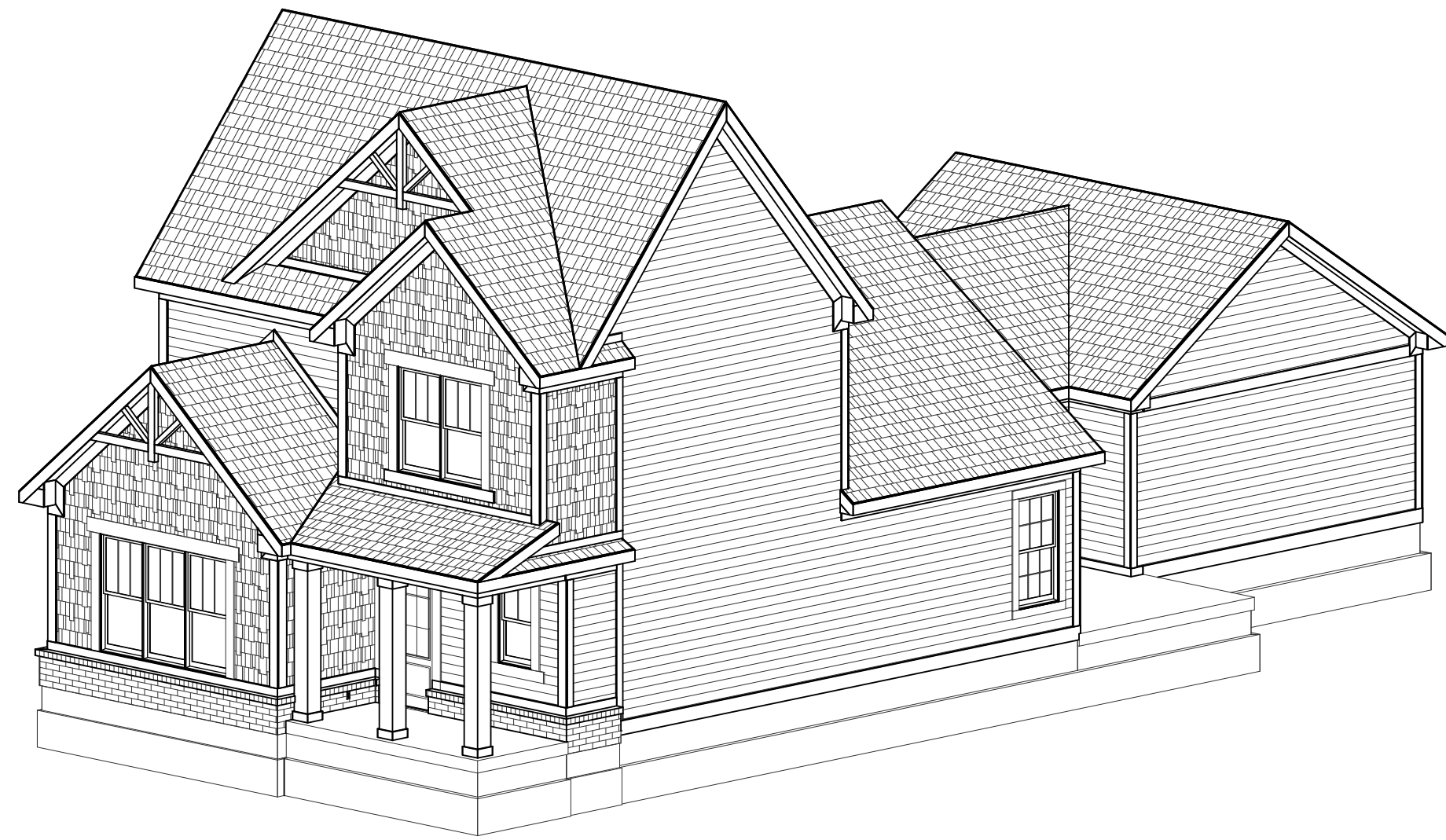
SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

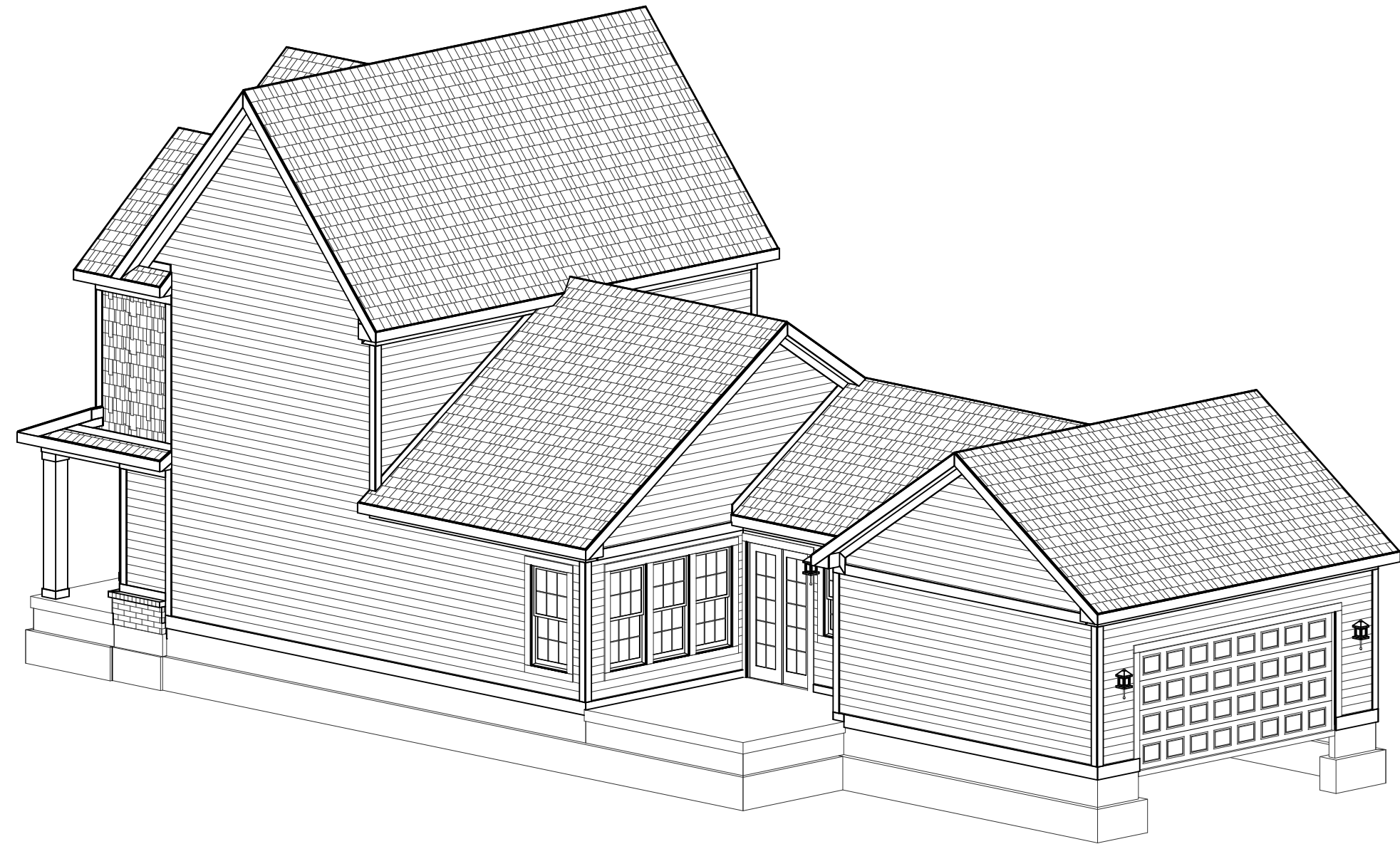
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



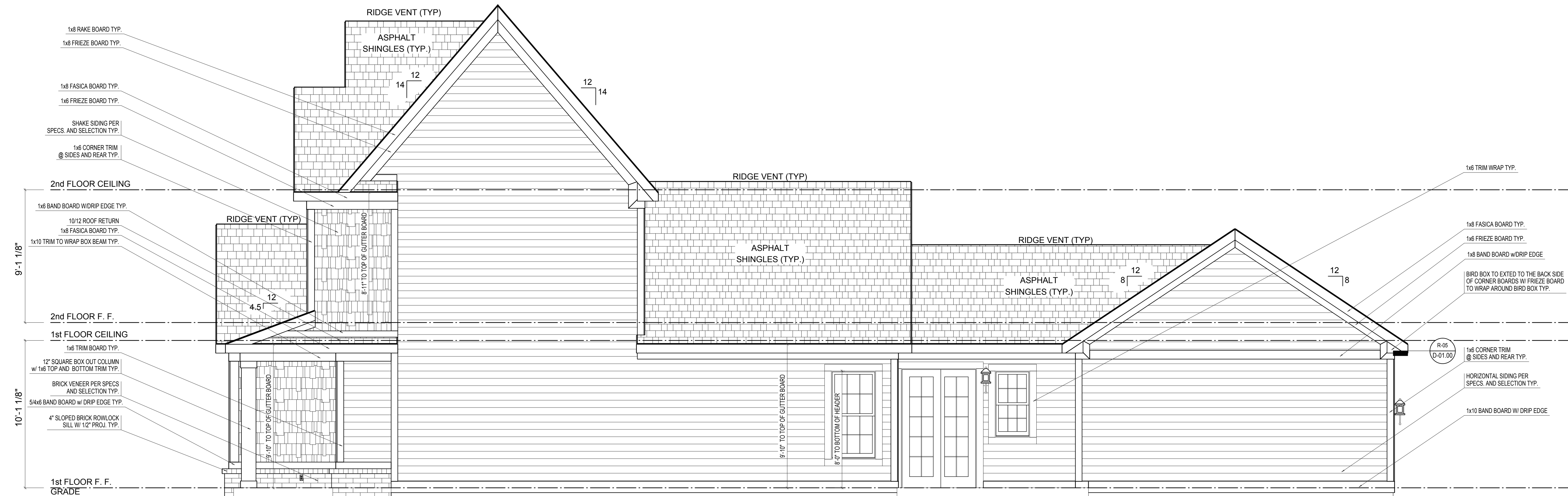
PRINT DATE: 10/07/2014		
EH_1060	FOR:	Estridge Homes
	LOCATION:	1060
SHEET NUMBER		
A-02		



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

REMARKS

DATE

REV. NO.

ELEVATION A

GARAGE REAR



PRINT DATE:
10/07/2014

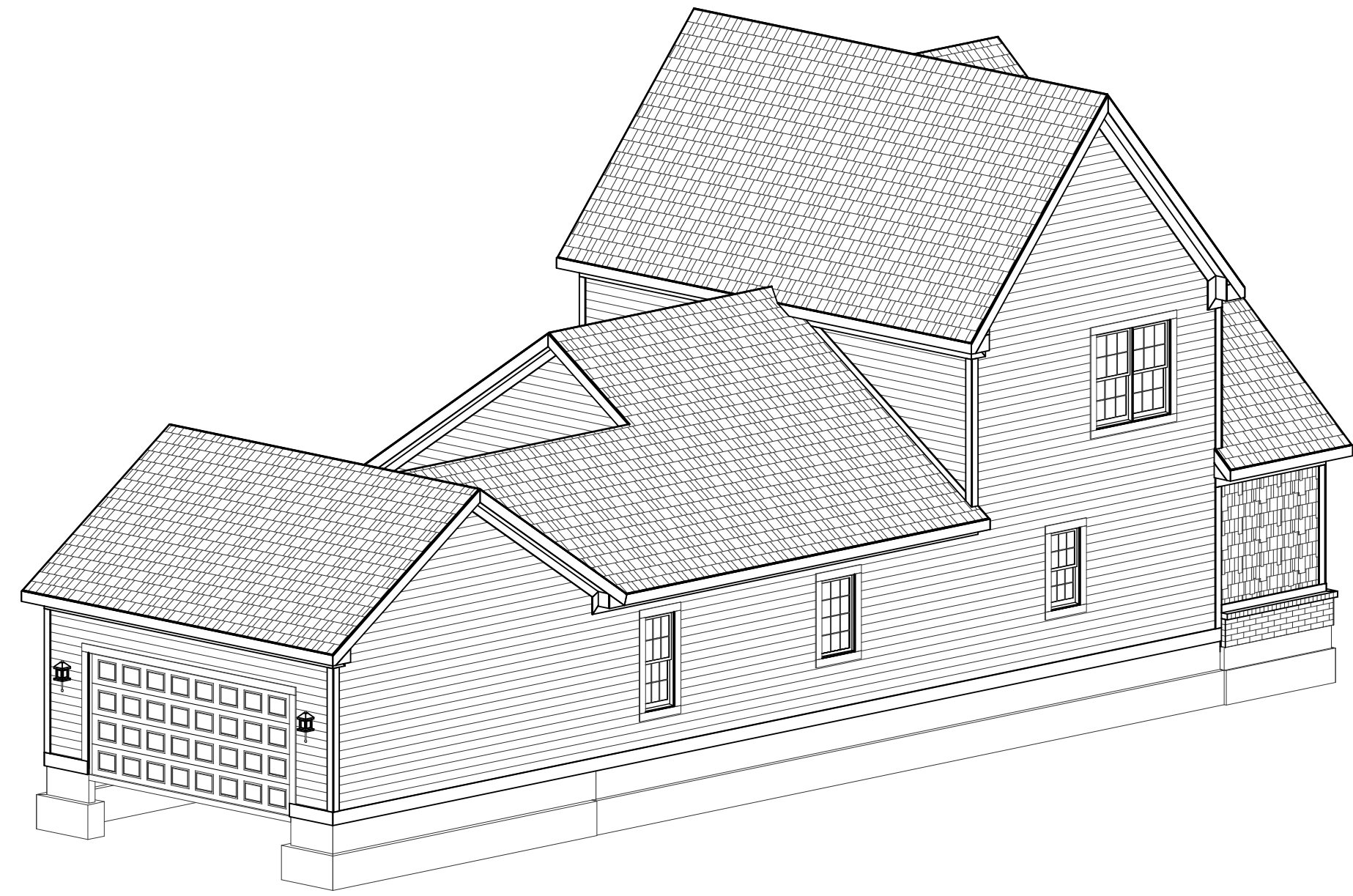
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FOR: Estridge Homes

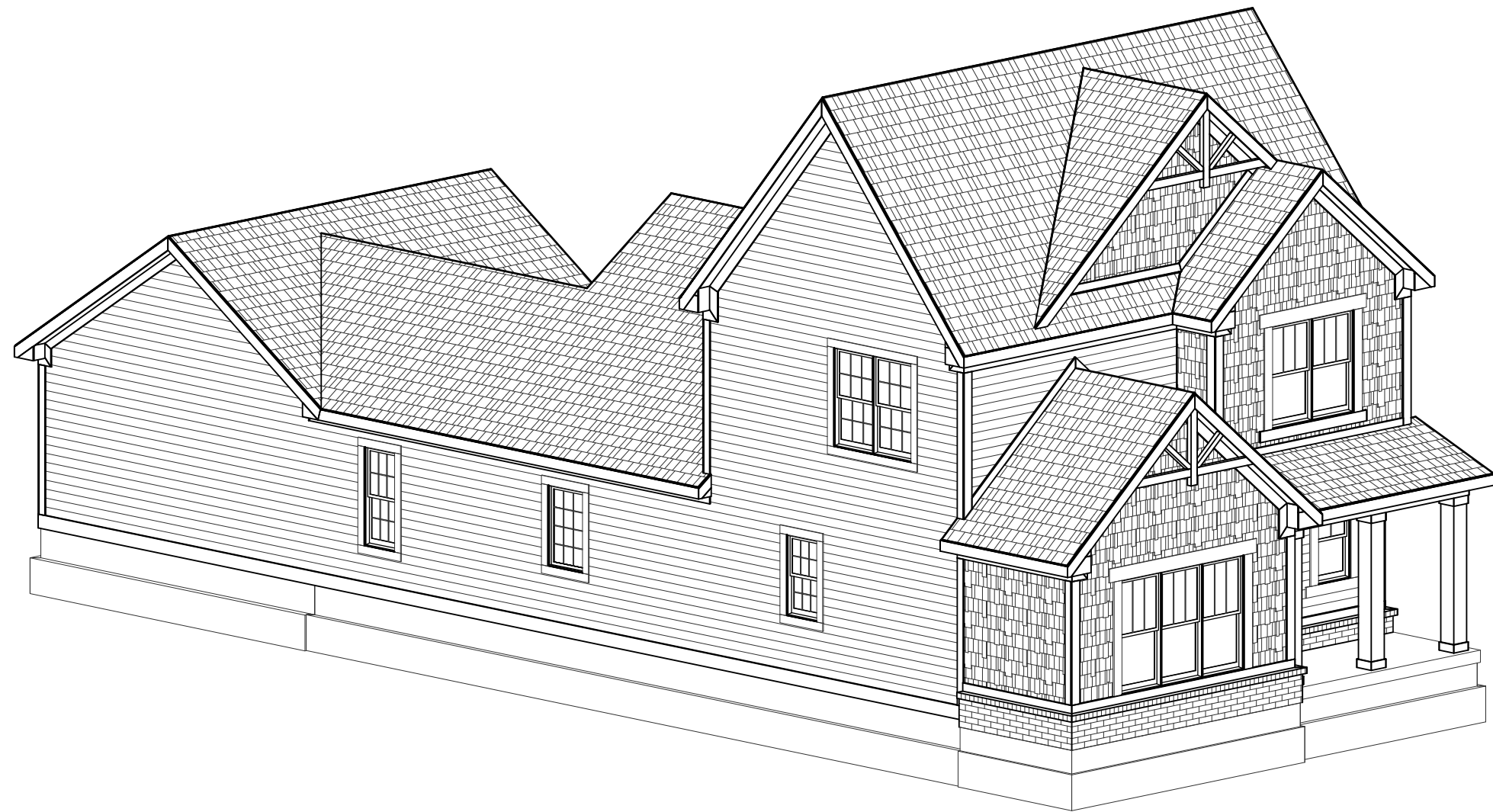
LOCATION:
1060

SHEET NUMBER

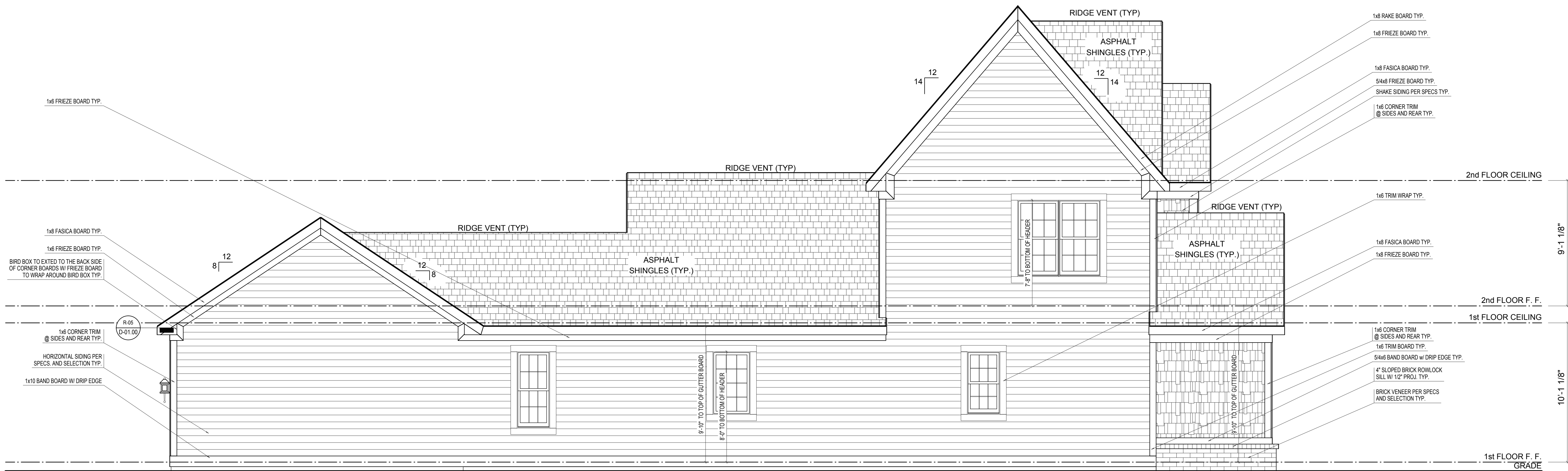
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				



EH_1060

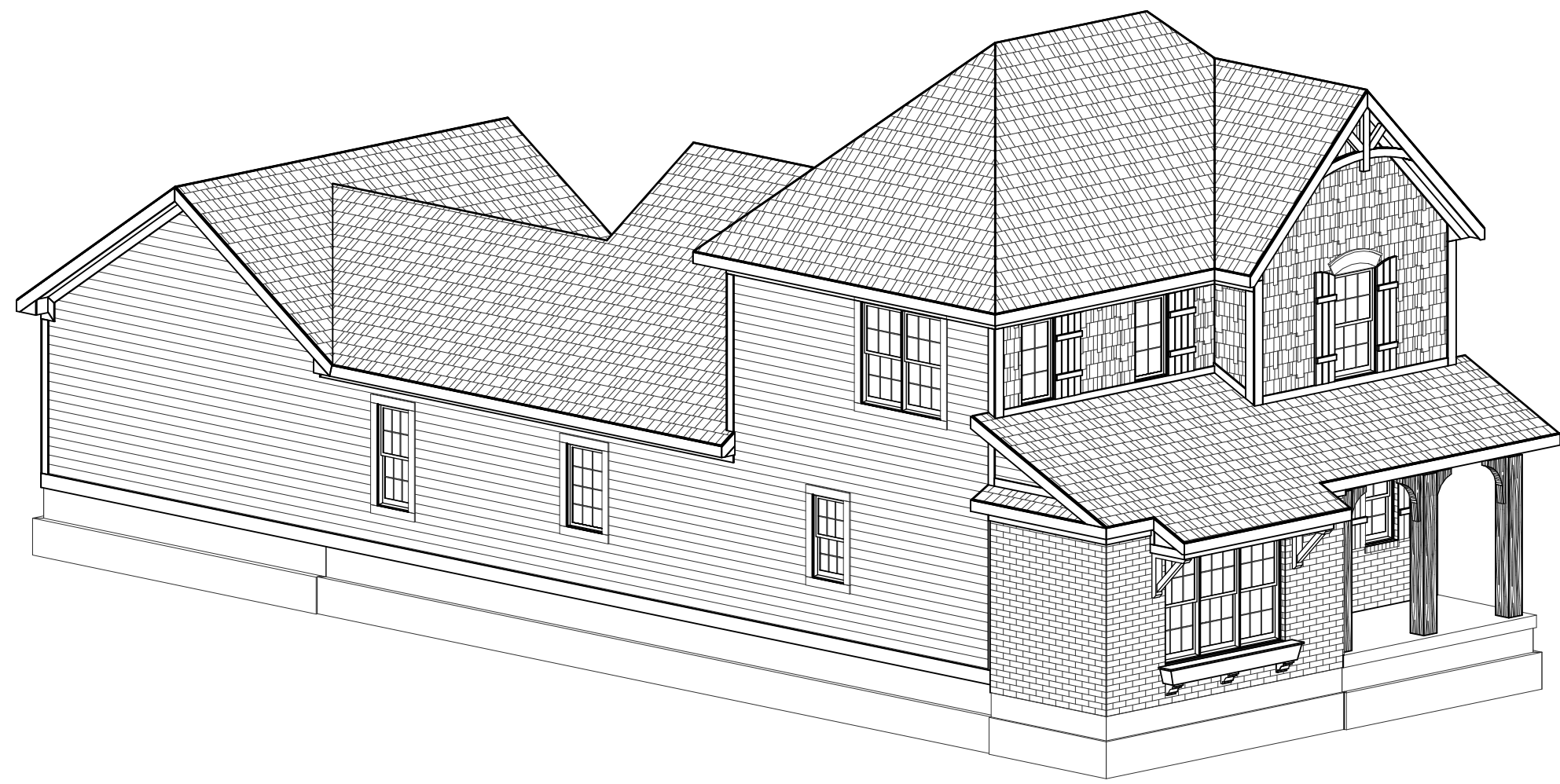
FOR: Estridge Homes

LOCATION: 1060

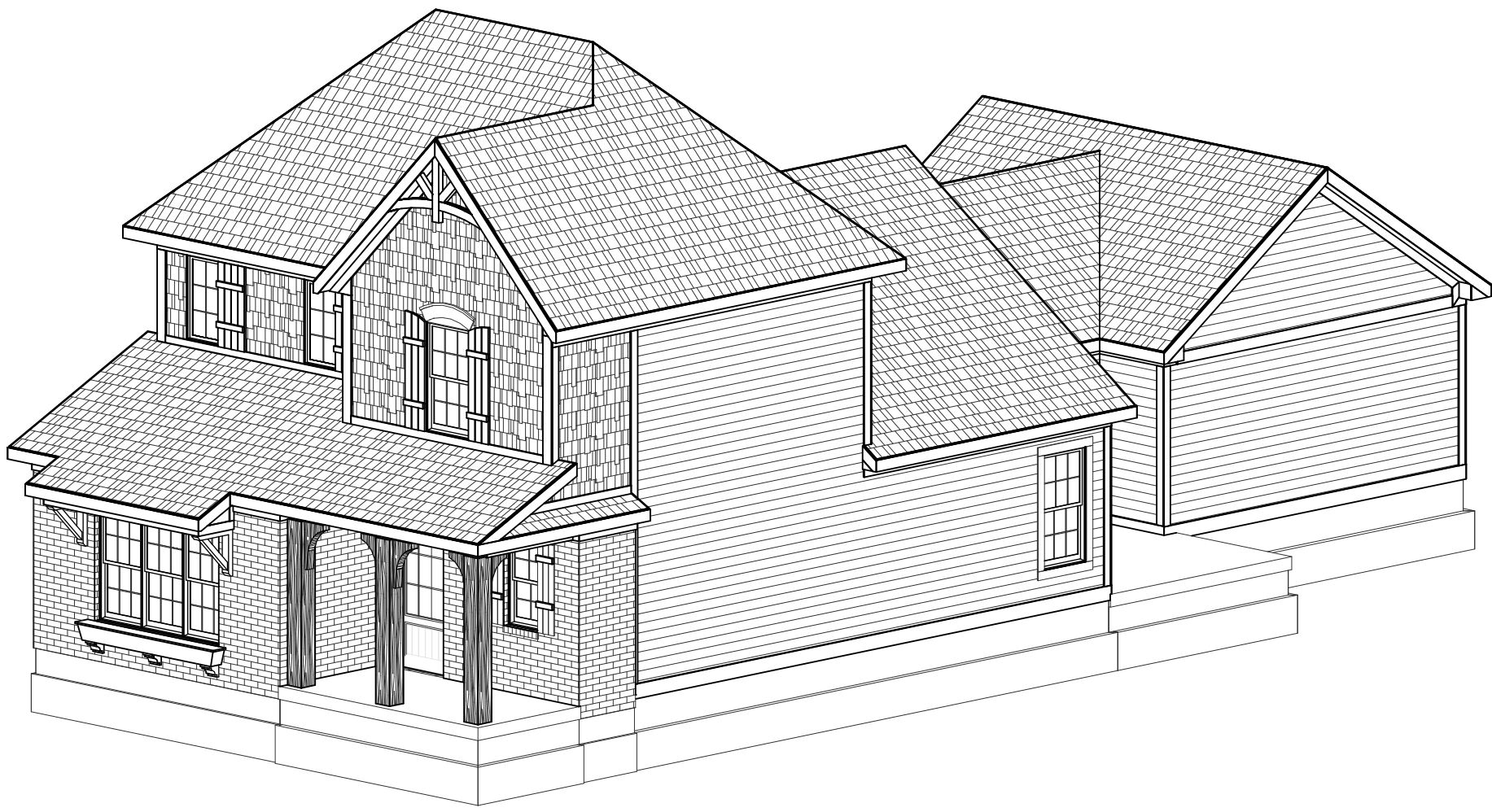
SHEET NUMBER

PRINT DATE: 10/07/2014

A-04



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

ELEVATION "B" BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE:
09/10/2014

EH_1060	FOR: Estridge Homes	
	LOCATION:	1060
SHEET NUMBER		
A-01		



SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				

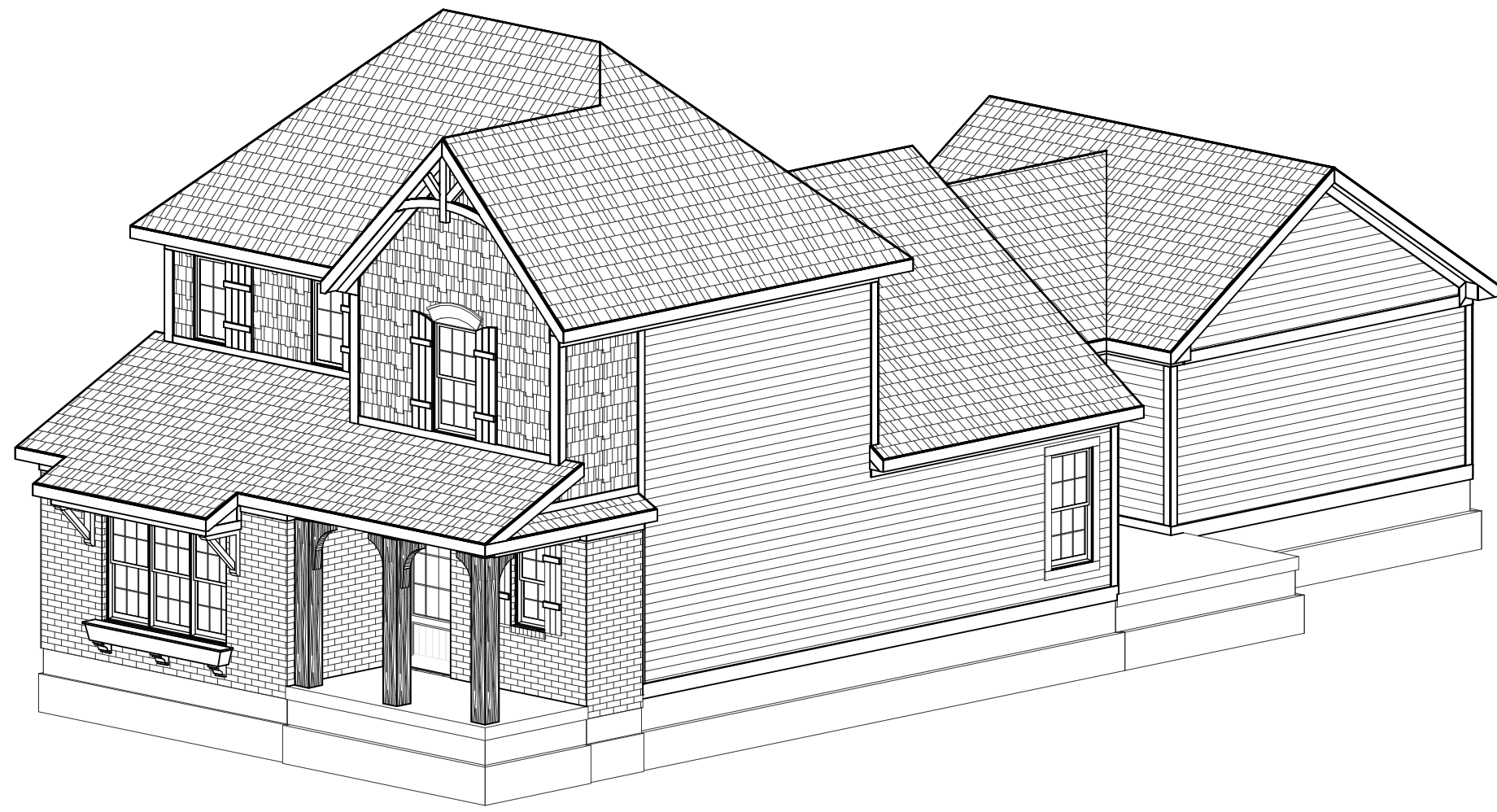


© Estridge Homes 09/10/2014

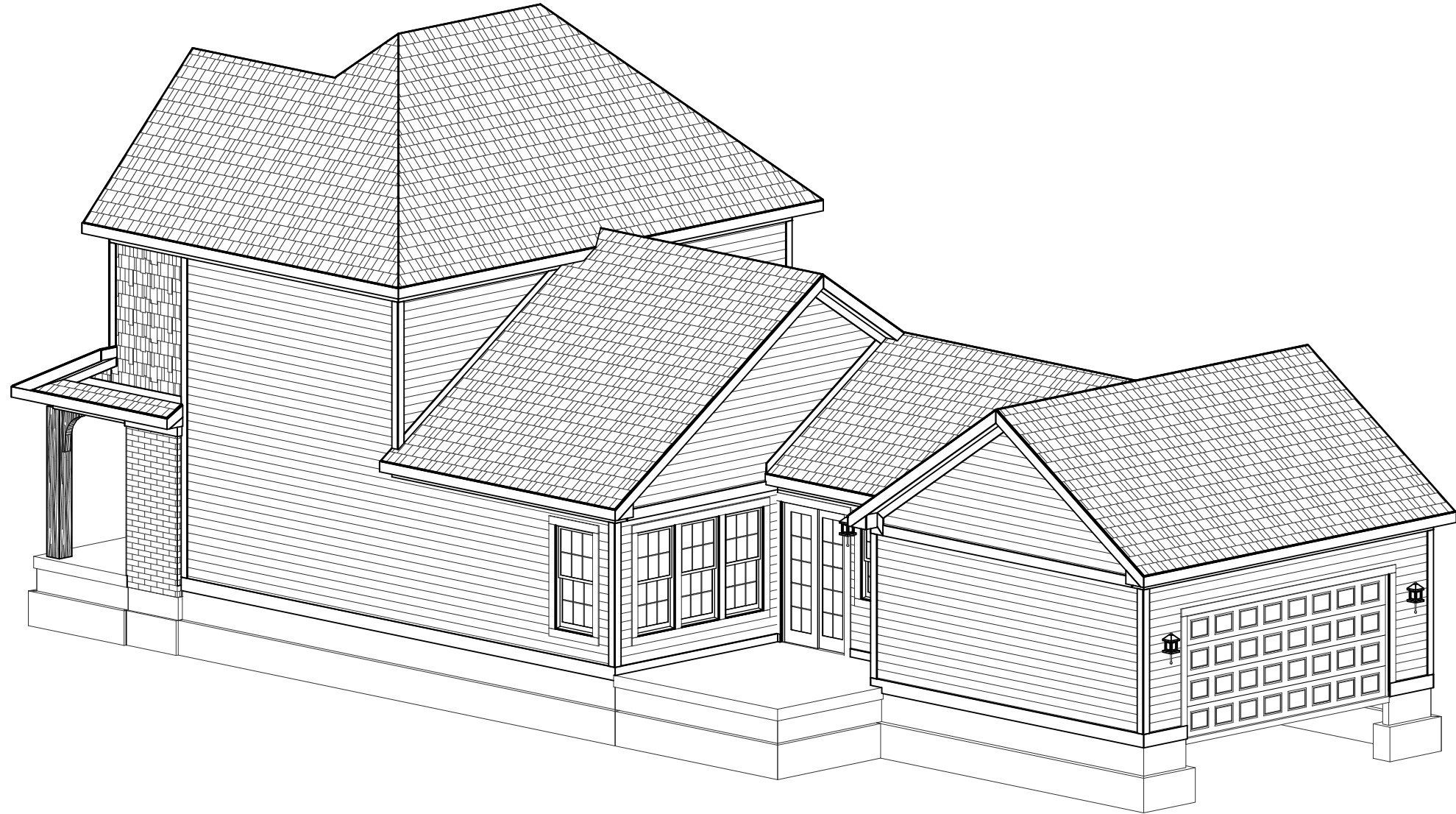
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09/10/2014

EH_1060	FOR:	Estridge Homes	LOCATION:	1060
	SHEET NUMBER			
	A-02			

© CGVisions 2004 PLAN CREATION DATE 05/06/2014



FRONT-RIGHT

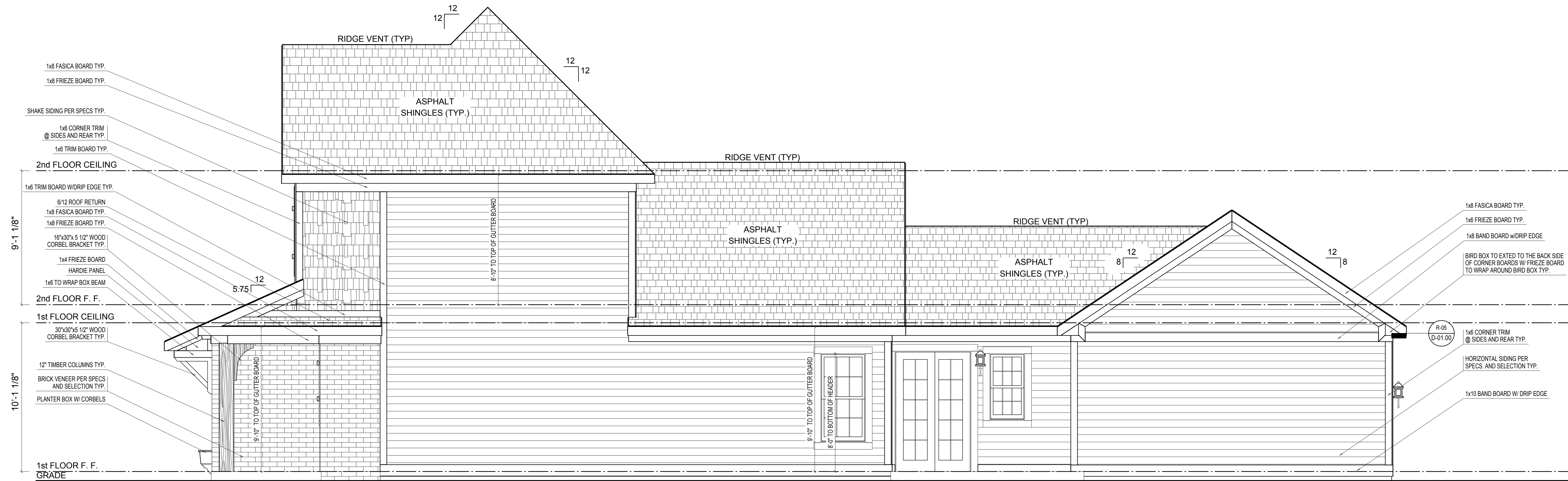


REAR-RIGHT

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 09/10/2014	
EH_1060	FOR: Estridge Homes
	LOCATION: 1060
SHEET NUMBER	
A-03	



RIGHT ELEVATION



ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

PRINT DATE: 09/10/2014	
EH_1060	FOR: Estridge Homes
	LOCATION: 1060
SHEET NUMBER A-04	

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© CGVisions 2004 PLAN CREATION DATE 05/06/2014

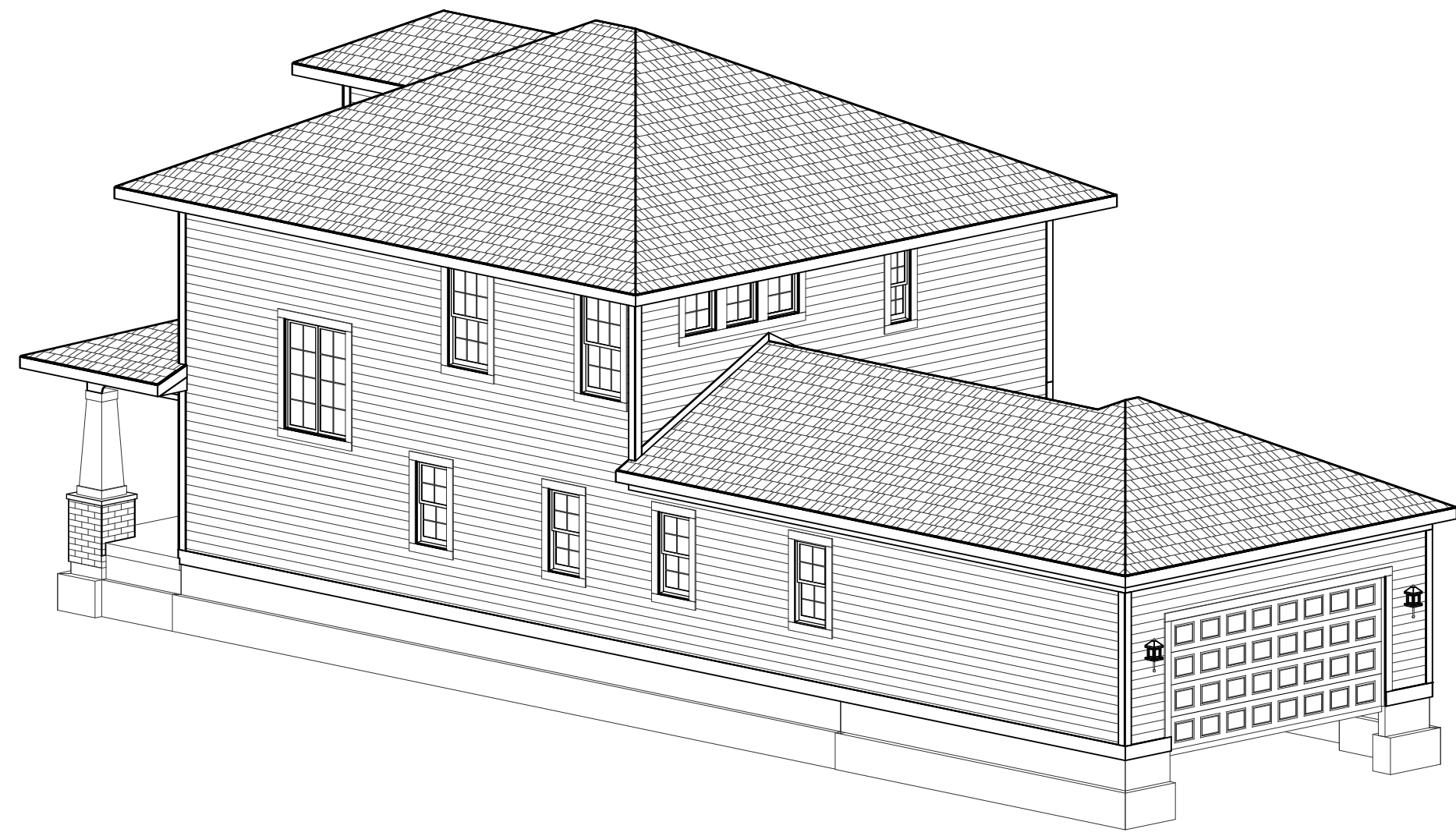


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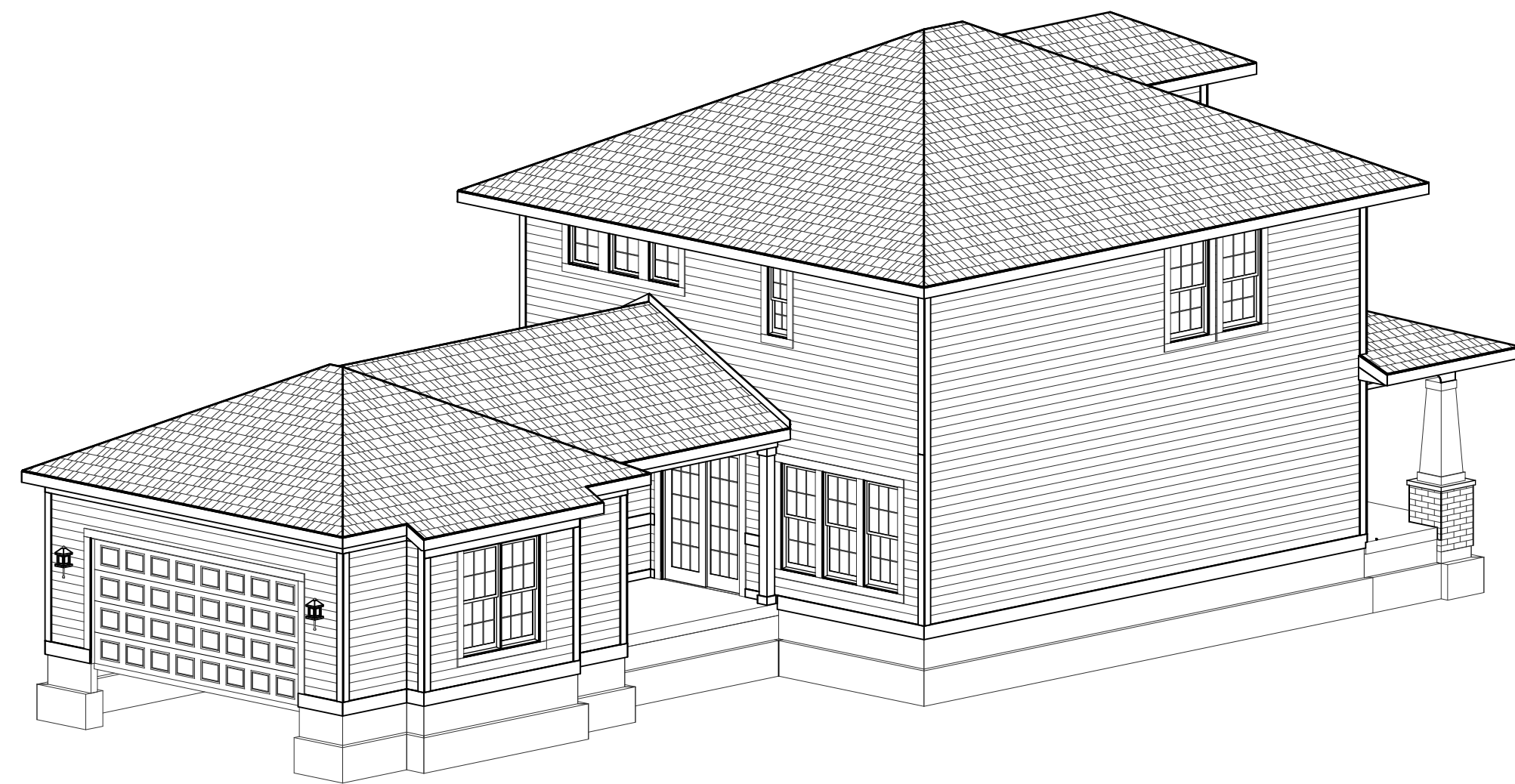


© Estridae Homes 09/12/2014

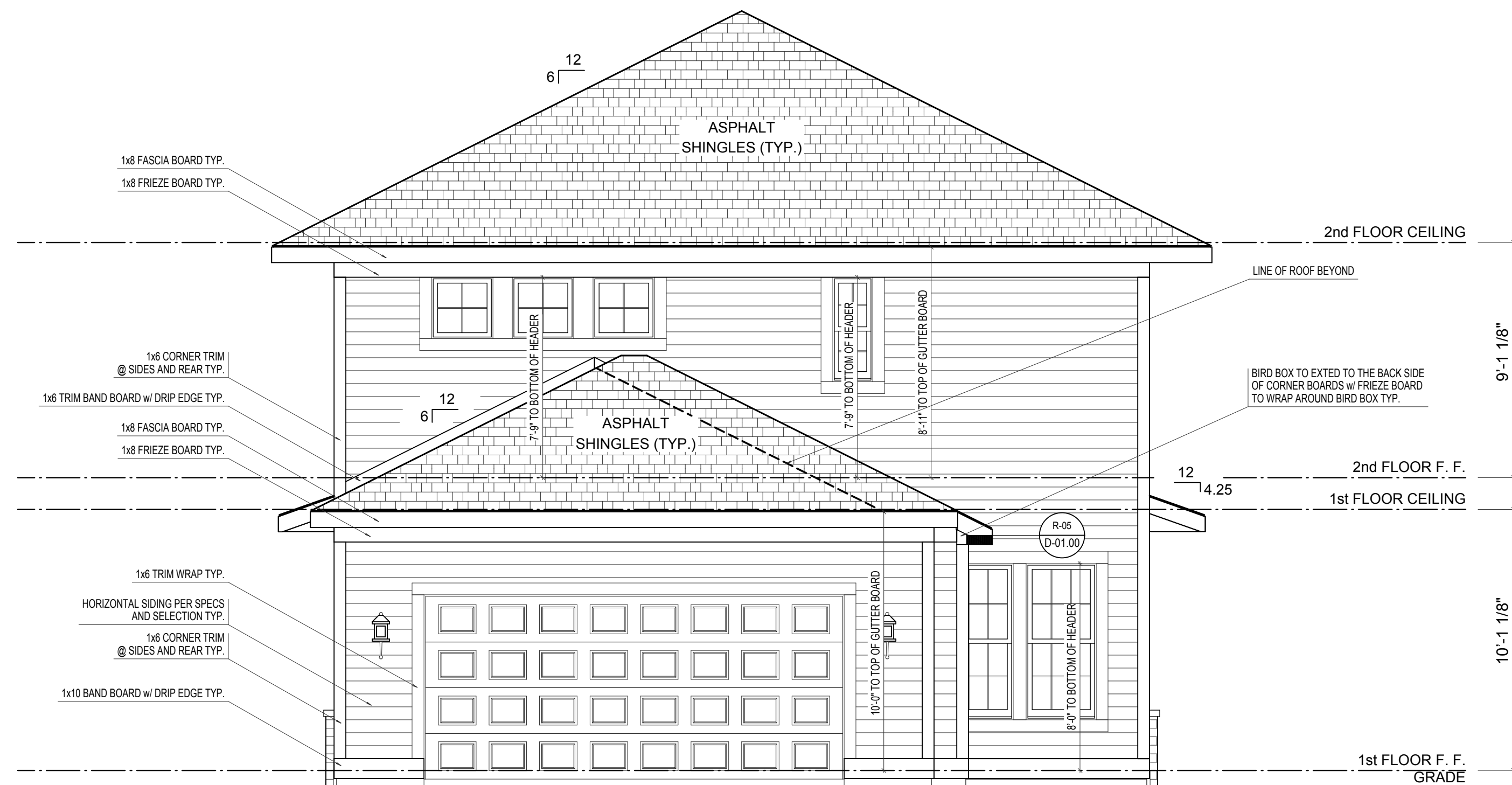
© CGVisions 2004 PLAN CREATION DATE 05/06/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

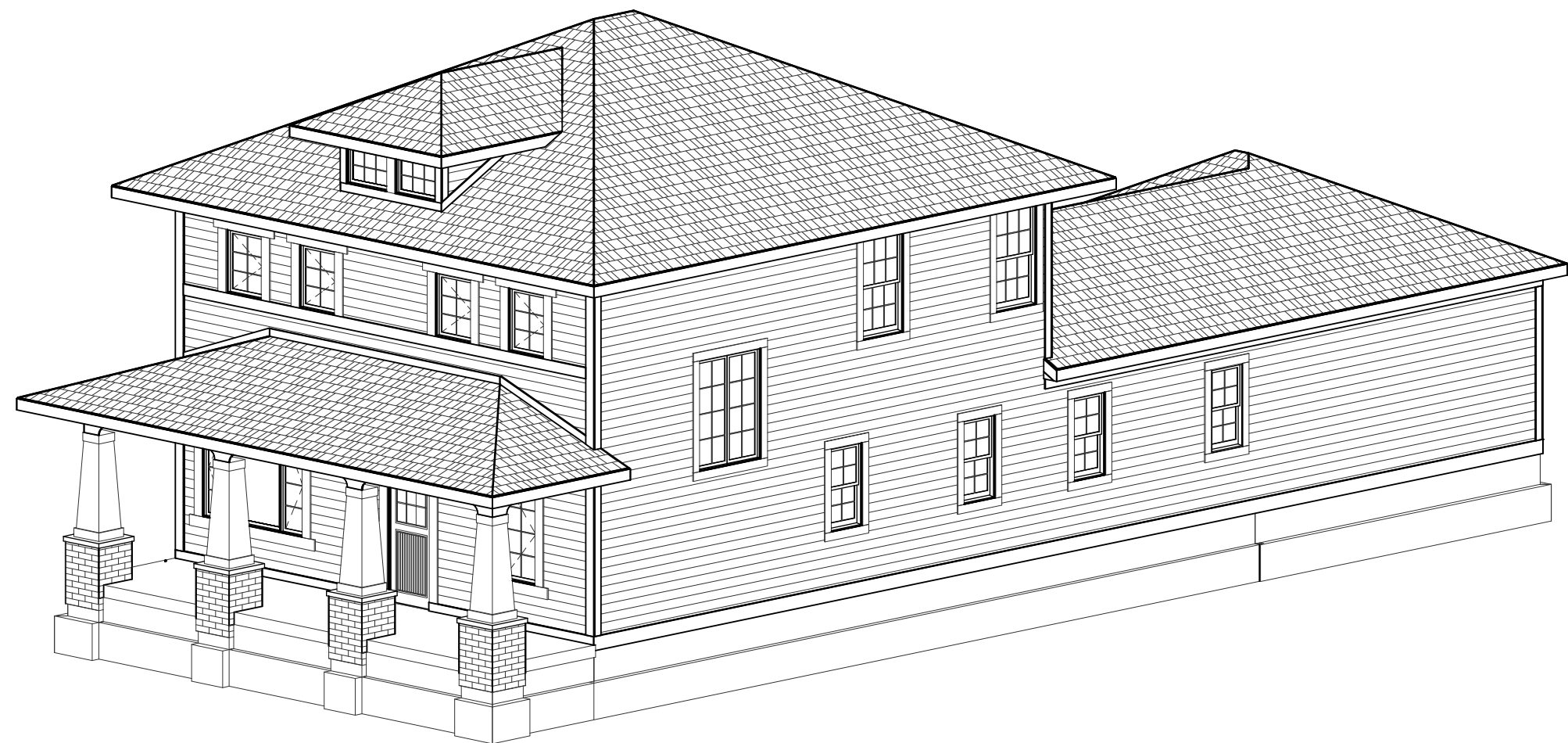
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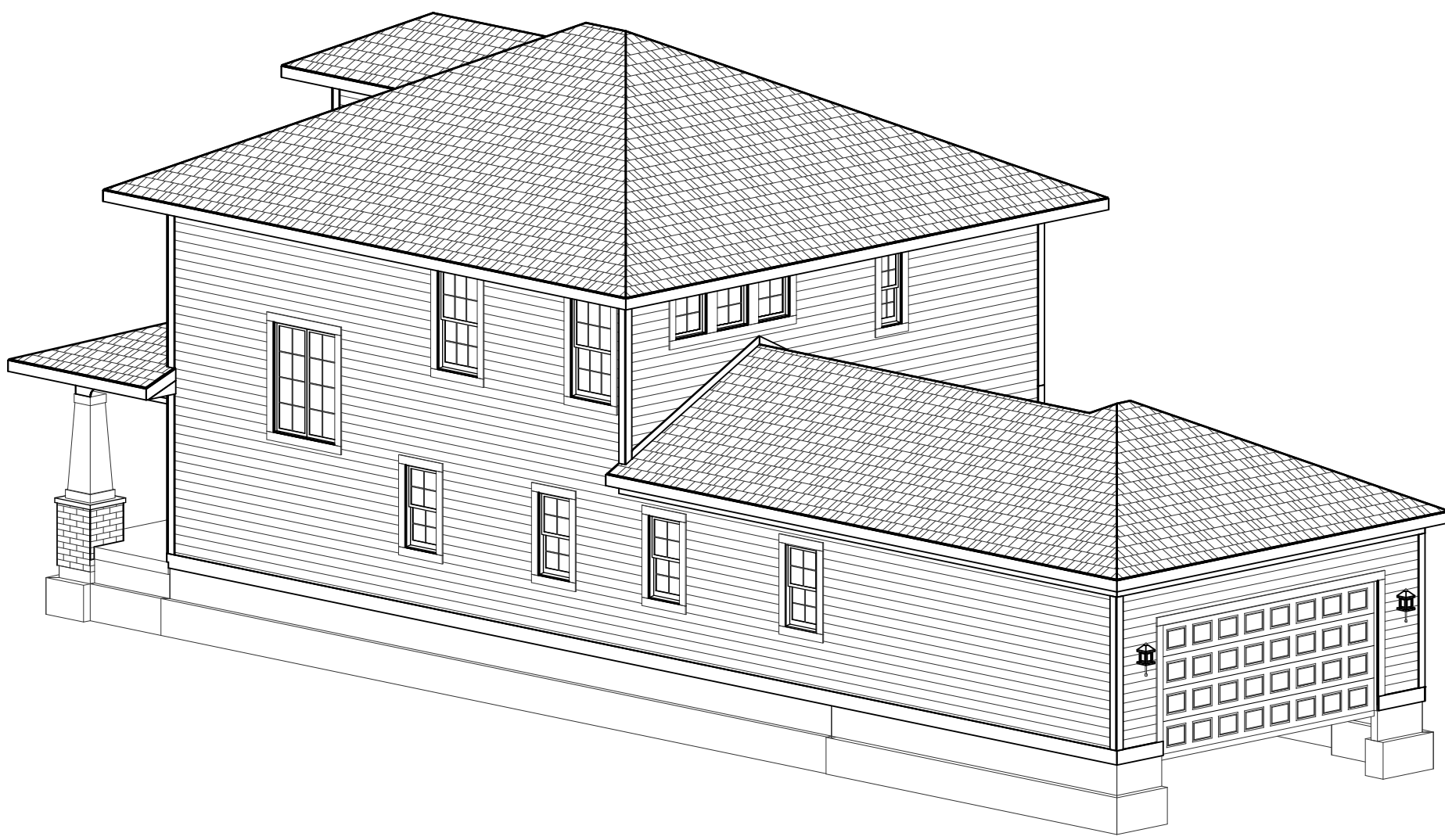
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GARAGE REAR				



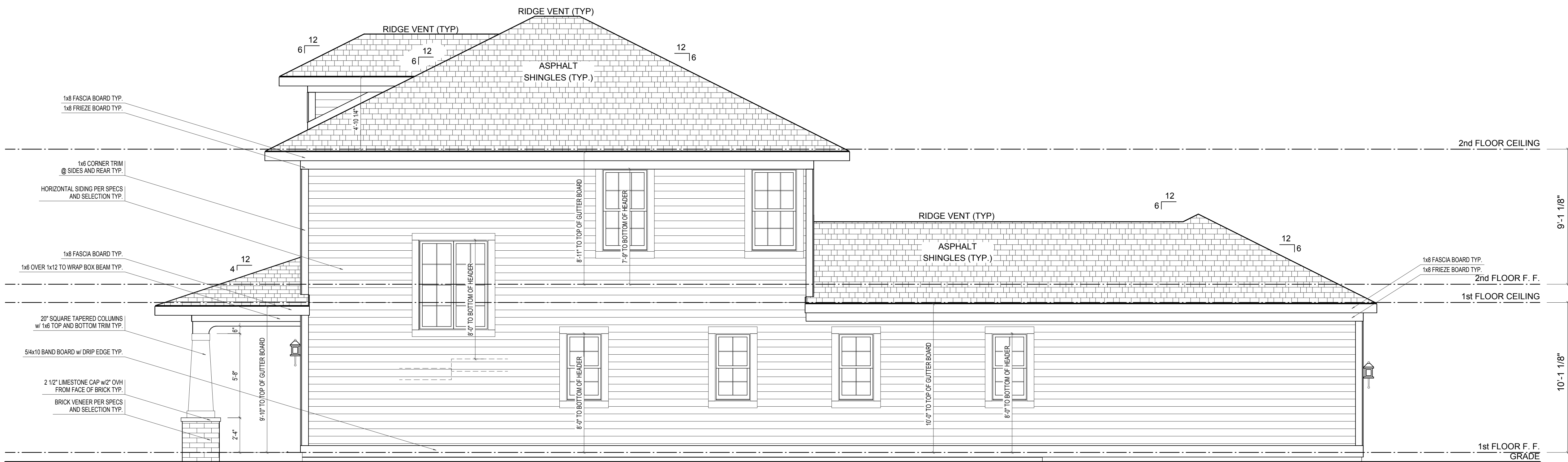
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A-02			



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

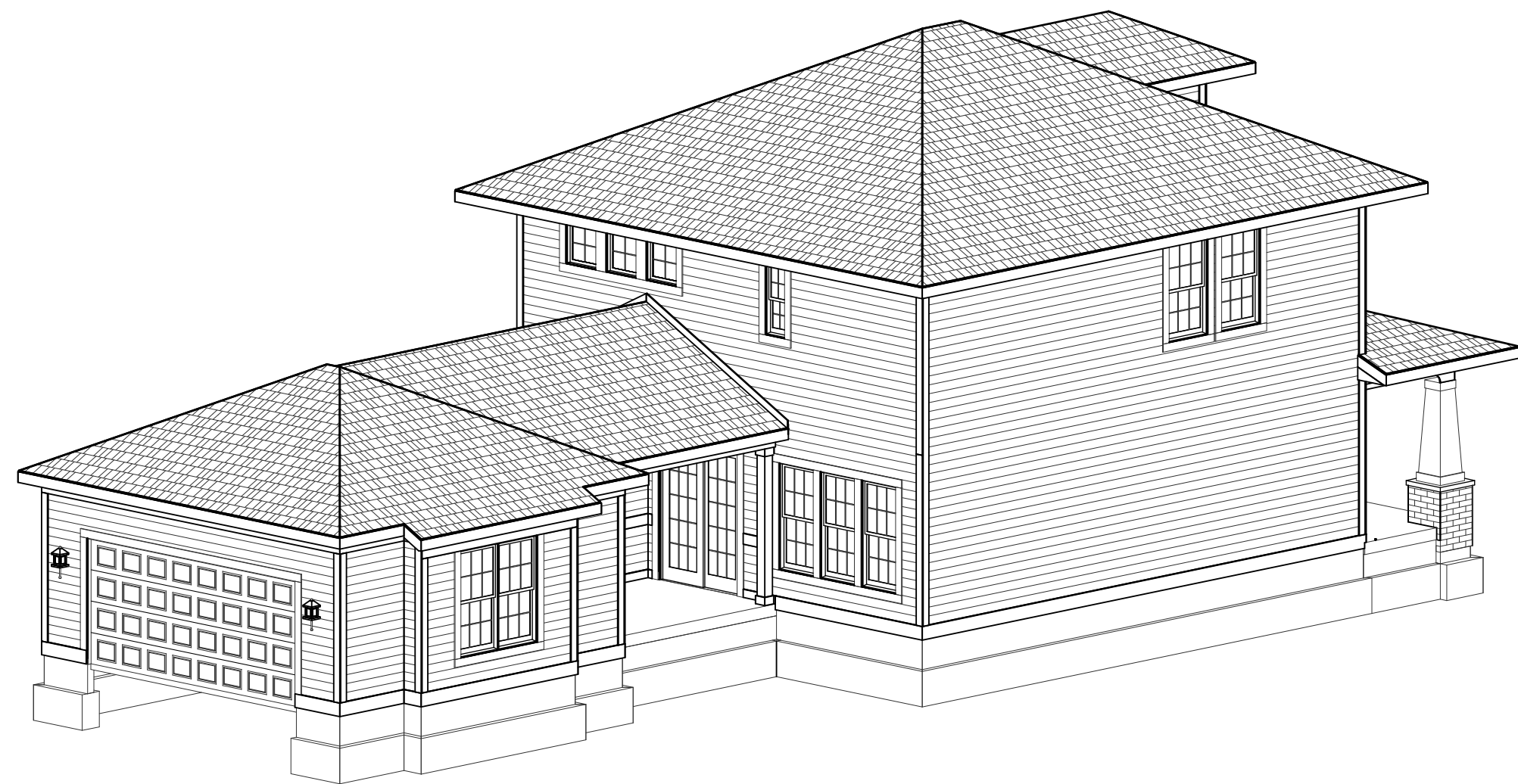
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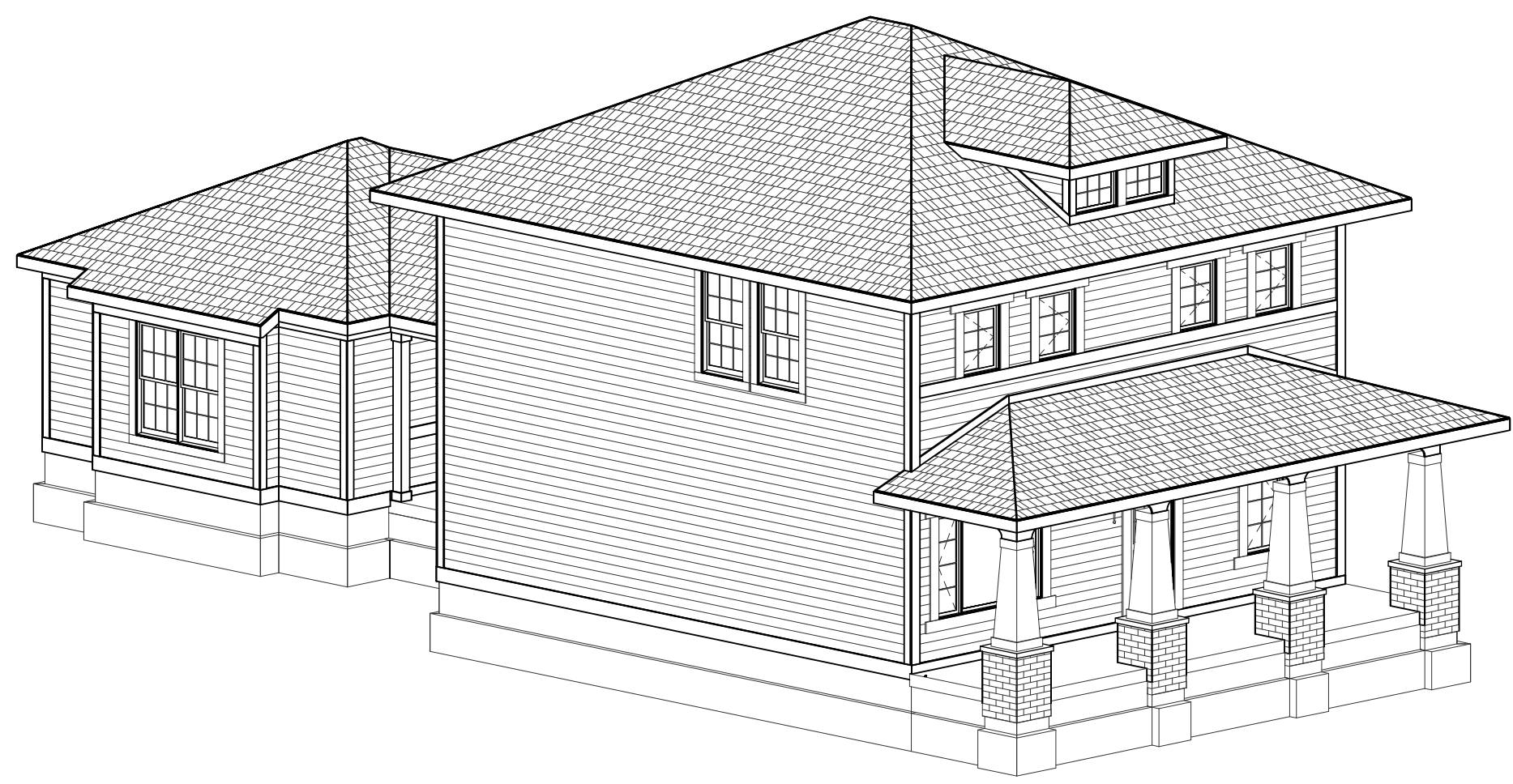
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GARAGE REAR			



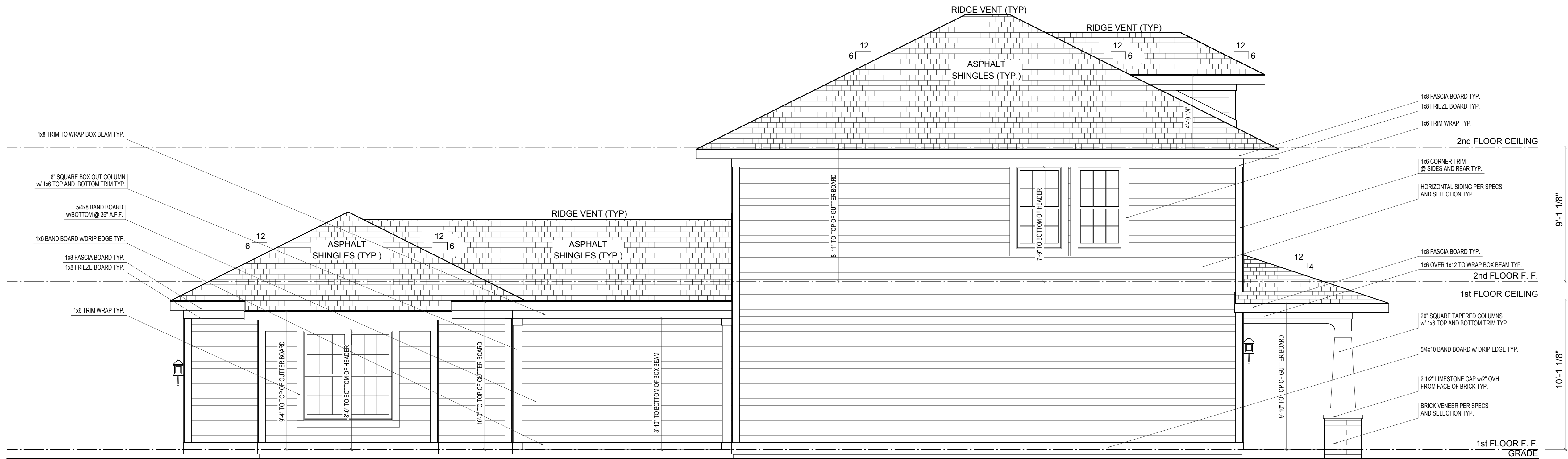
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	LOCATION:	
SHEET NUMBER		
A-03		



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

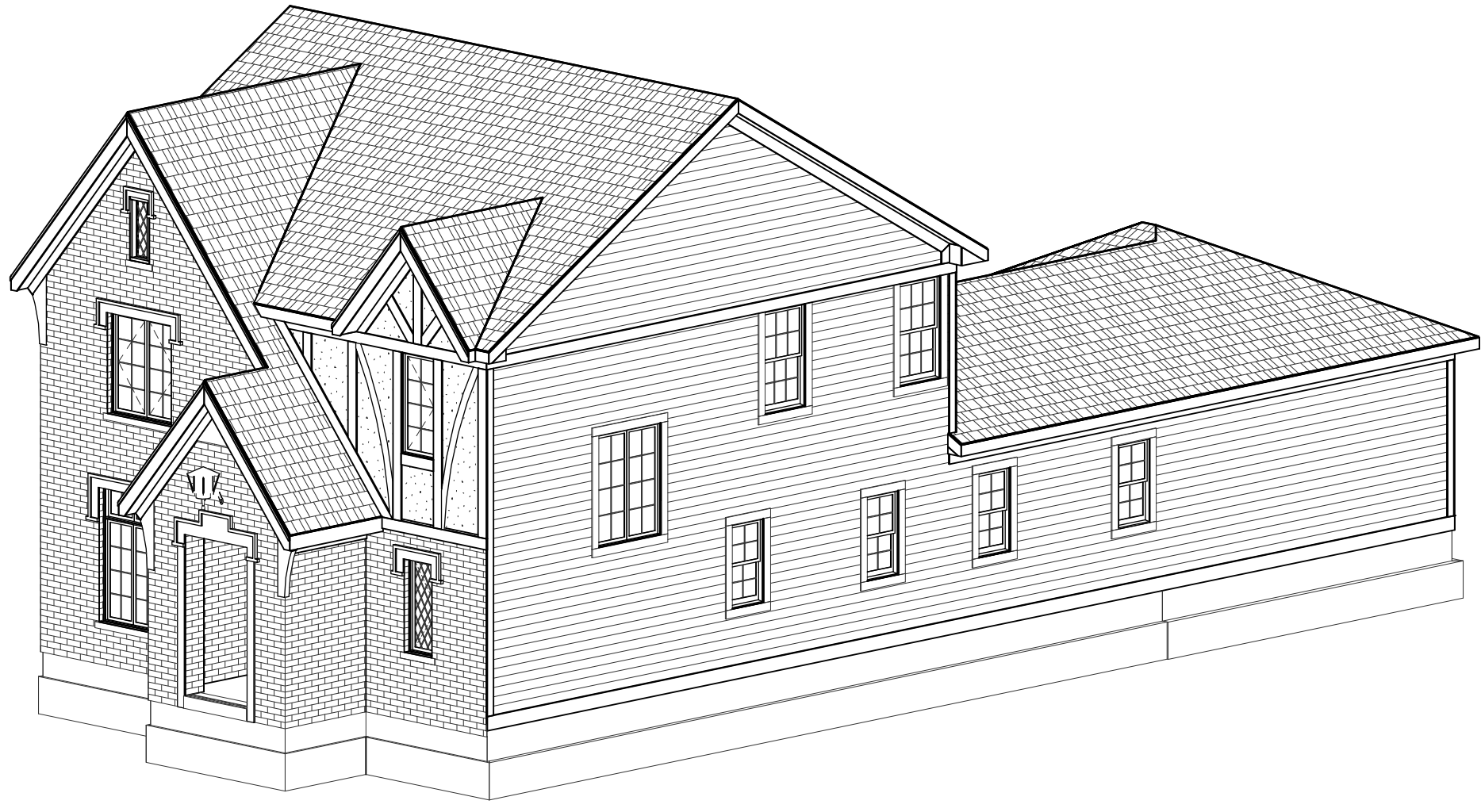
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GARAGE REAR				



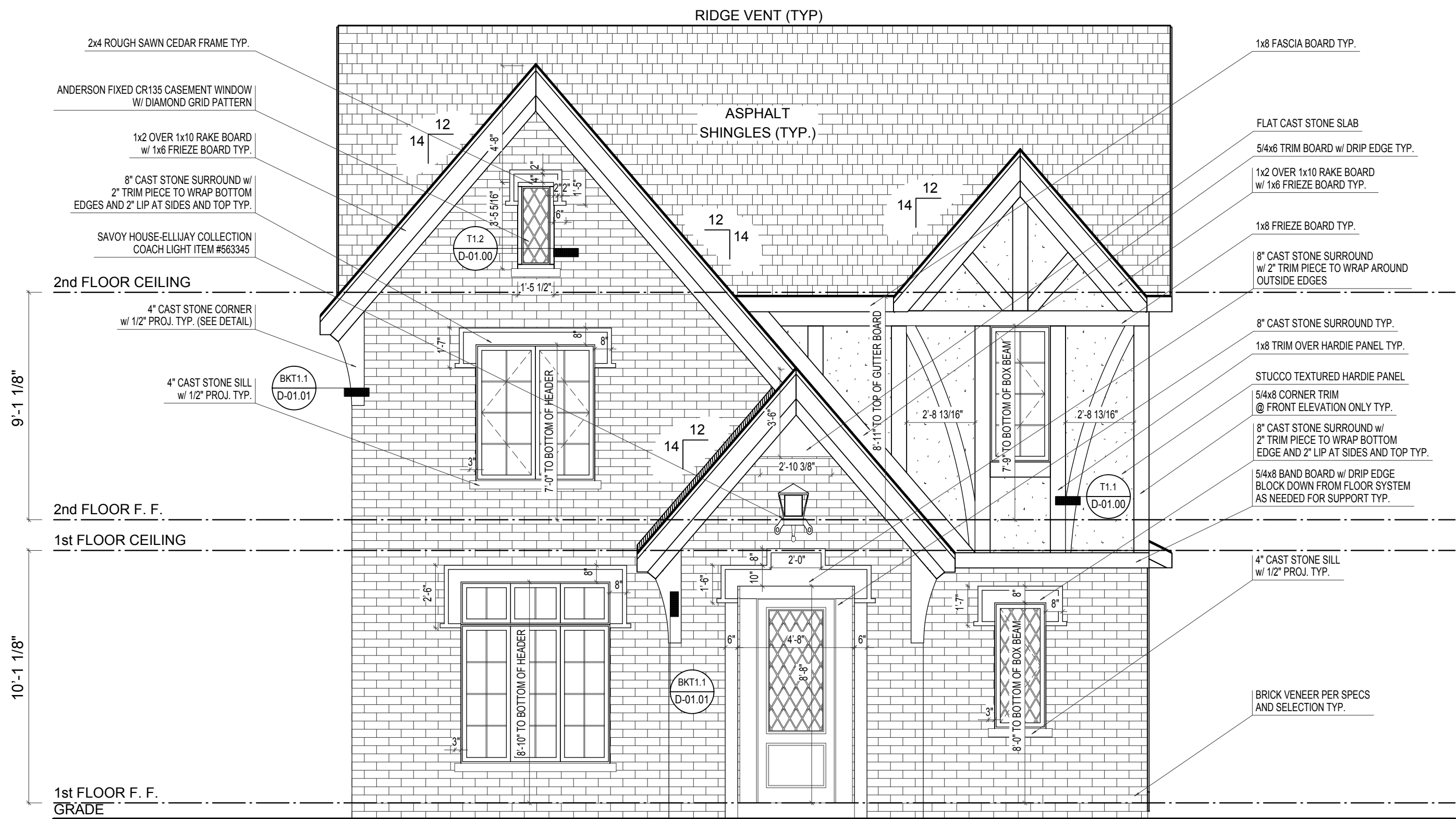
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EH_1075	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
	A-04		



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014		
EH_1075	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-01		



ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

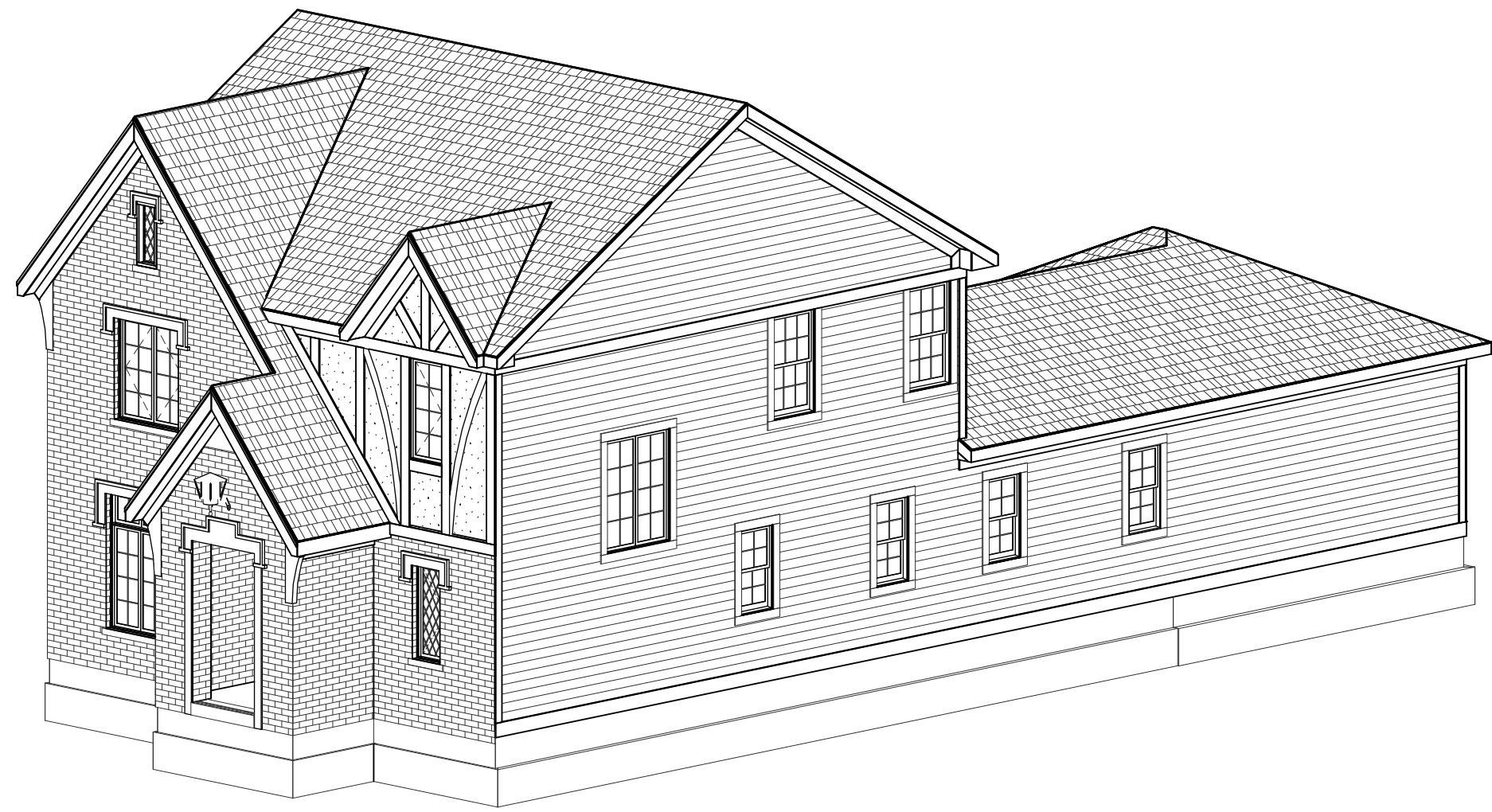
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GARAGE REAR				



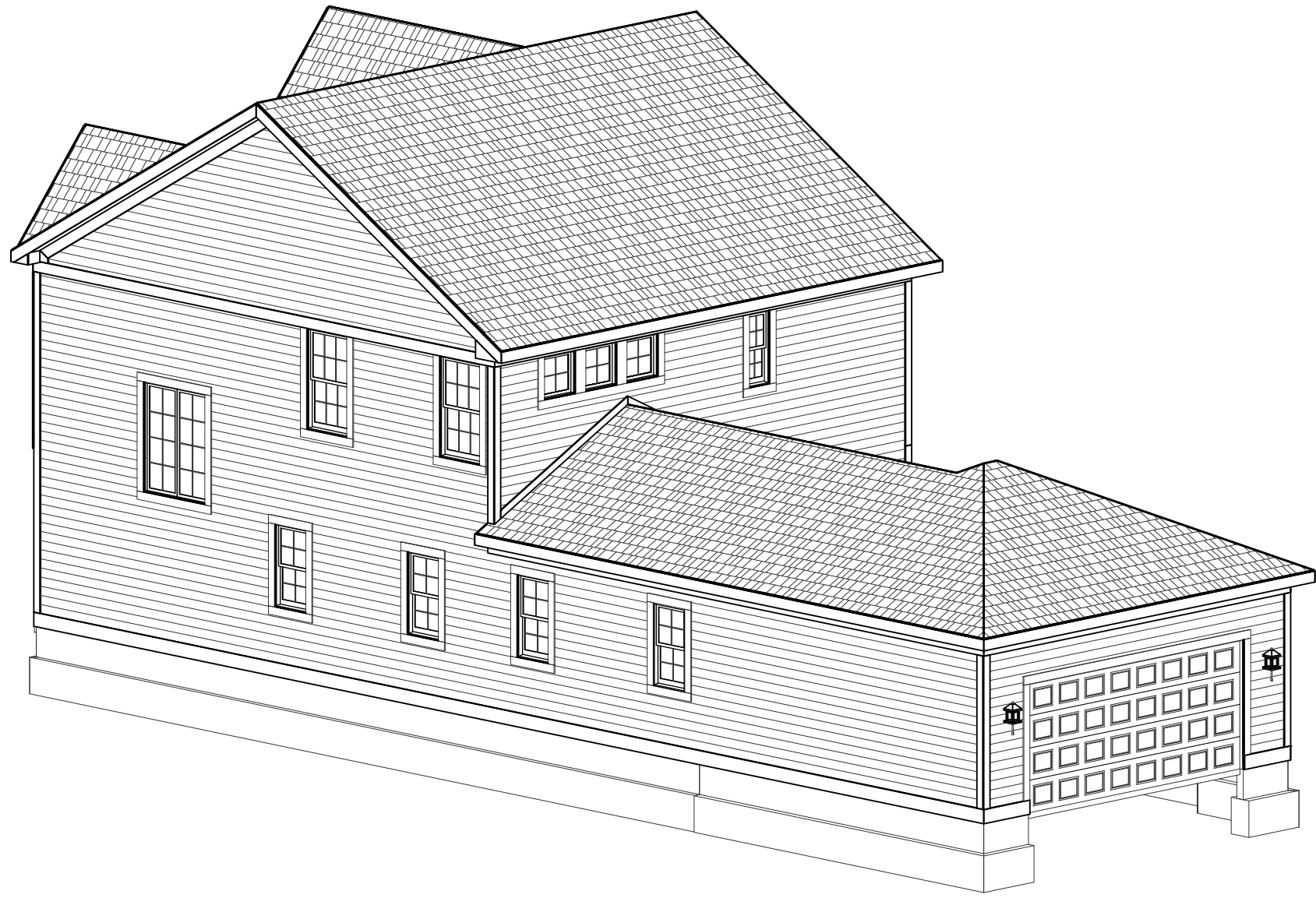
© Estridae Homes 10/08/2014

PRINT DATE: 10/08/2014			
EH_1075	FOR:	Estridge Homes	
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SHEET NUMBER			
A-02			

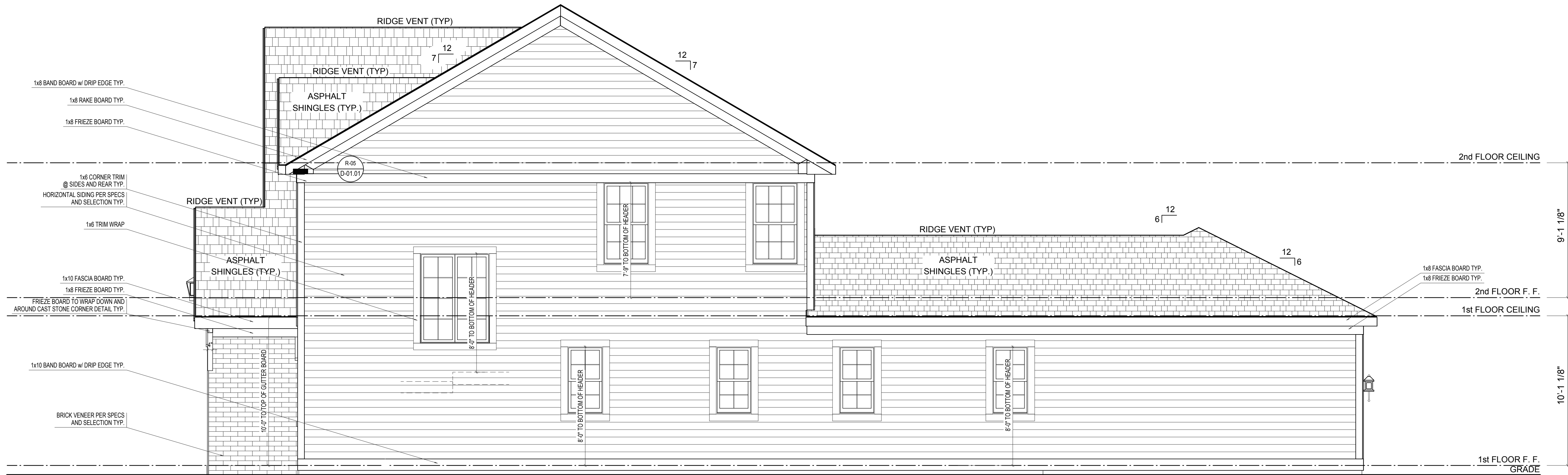
© CGVisions 2004 PLAN CREATION DATE 05/06/2014



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014			
EH_1075	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
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ELEVATION 'B' BASE FINAL

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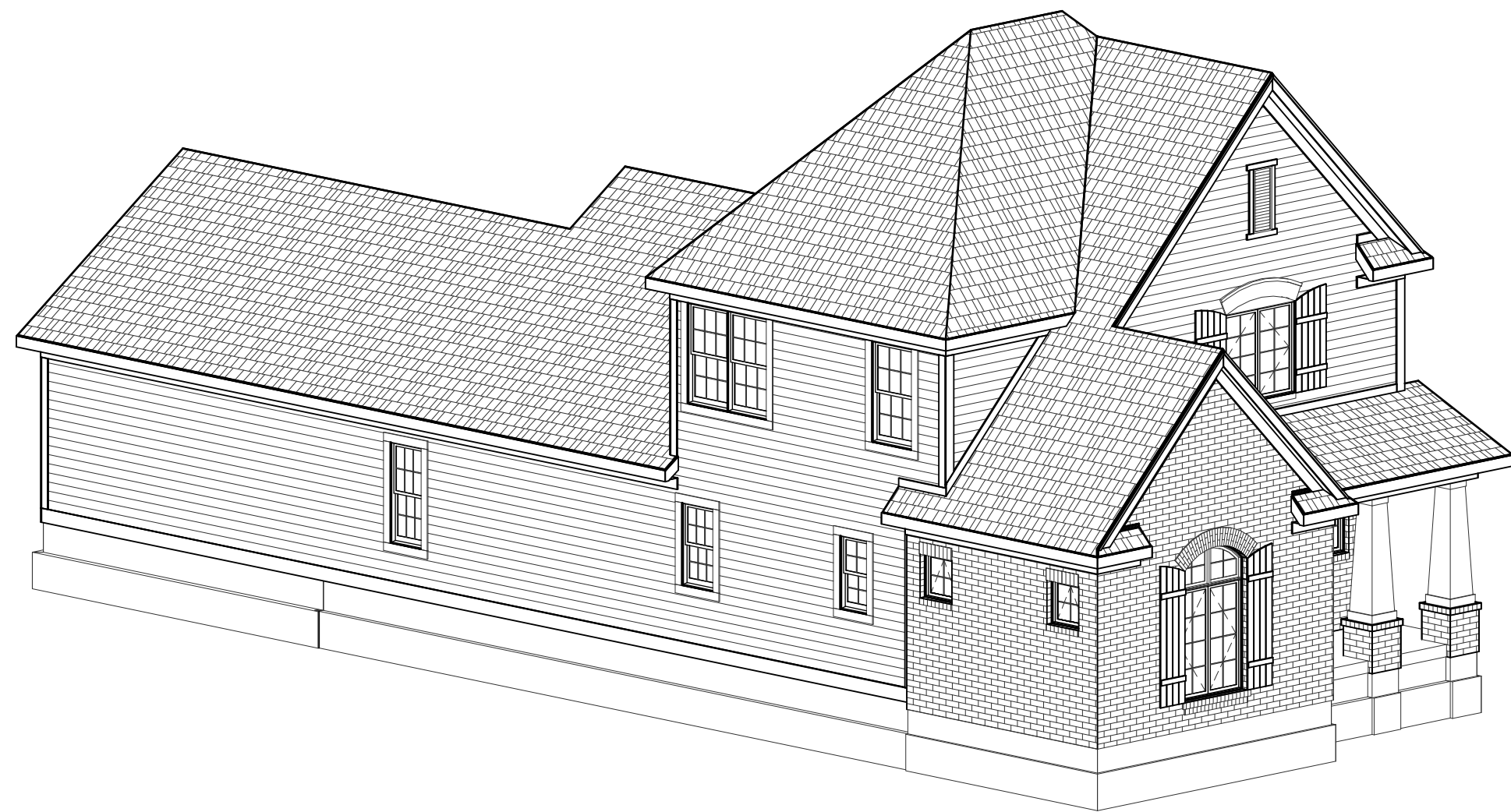
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PRINT DATE:
10/08/2014

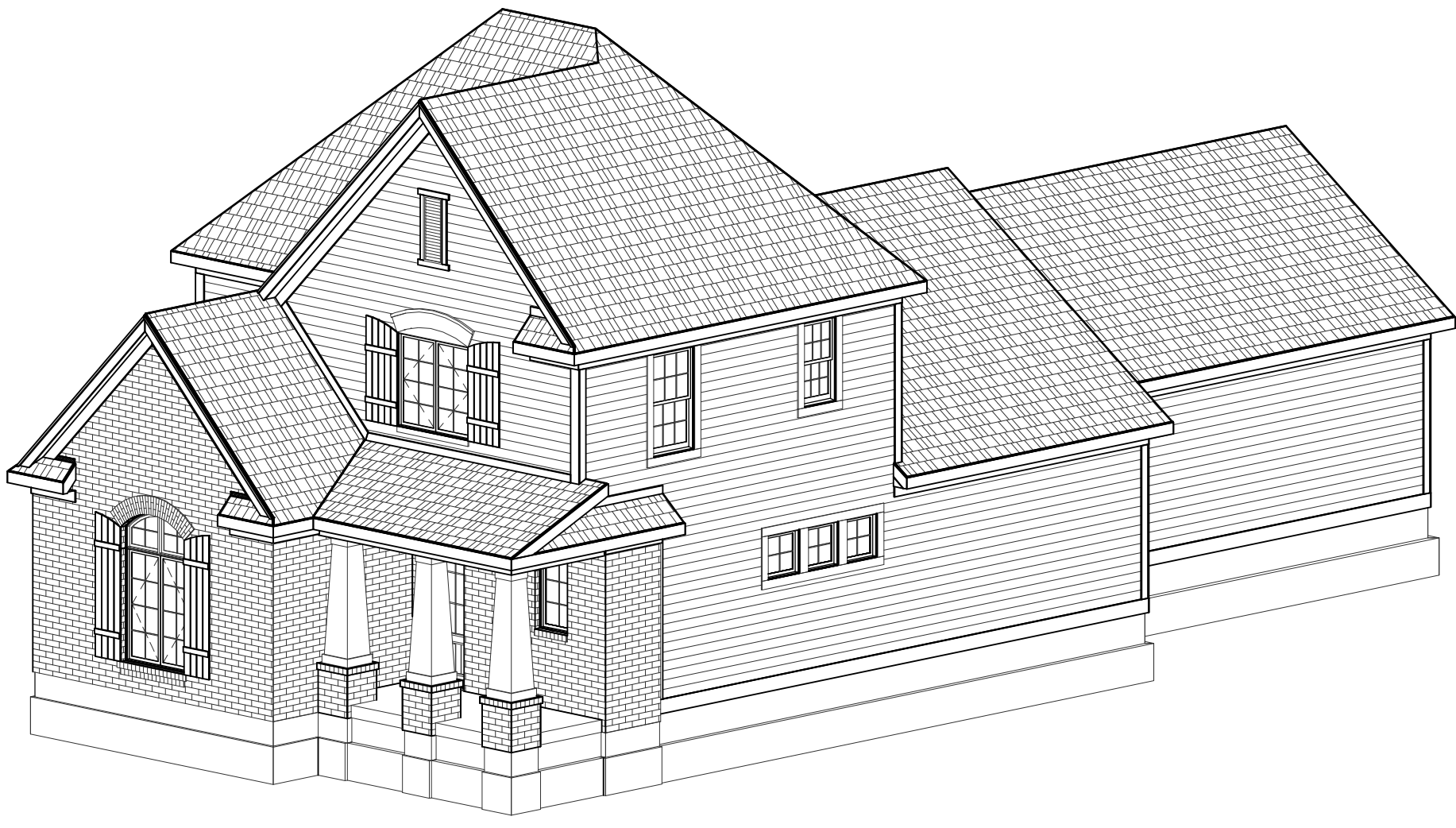
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SHEET NUMBER				
A-04				

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© CGVisions 2004 PLAN CREATION DATE 05/06/2014



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION REVIEW ONLY

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1090

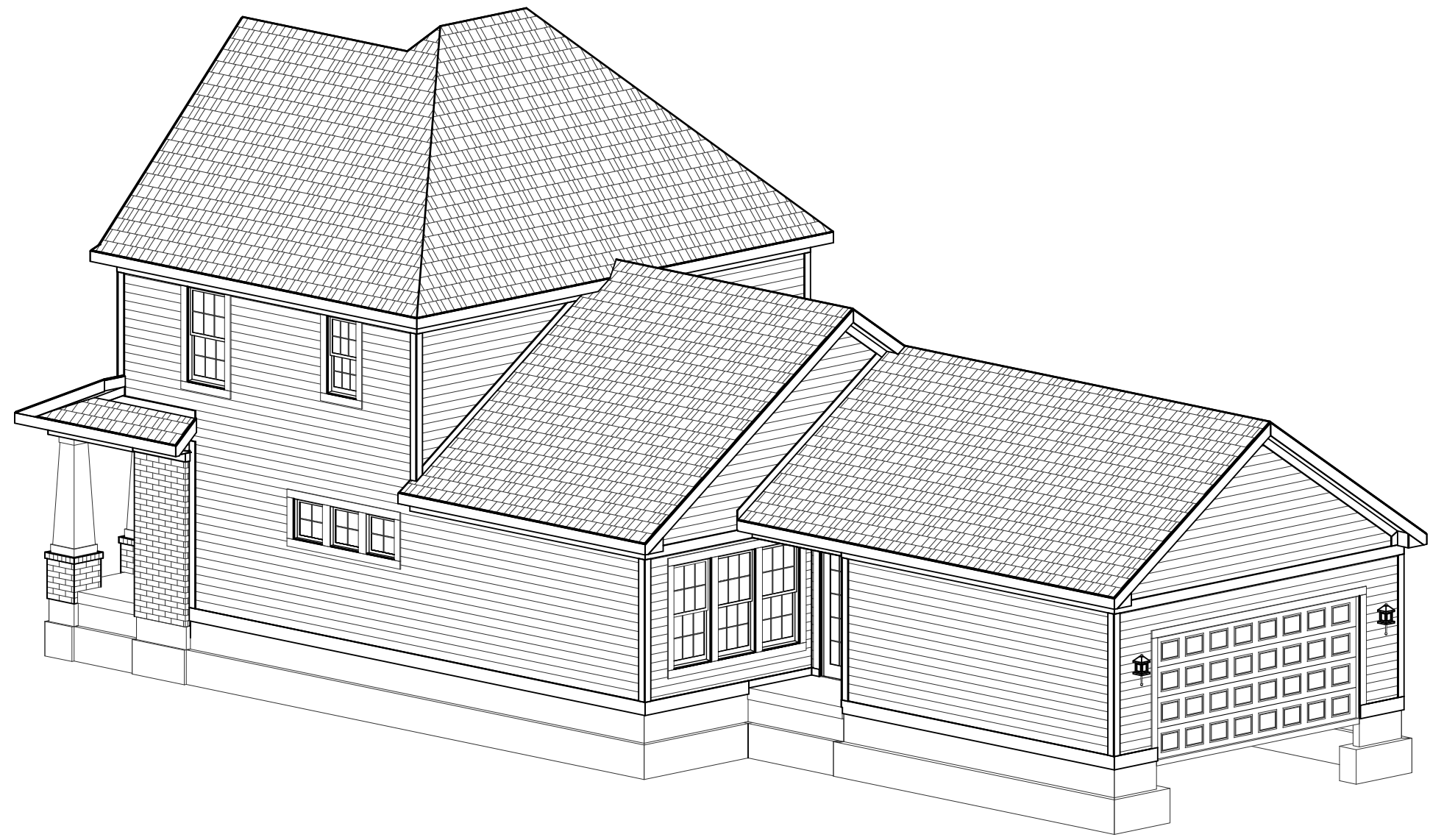
FOR: Estridge Homes

LOCATION:

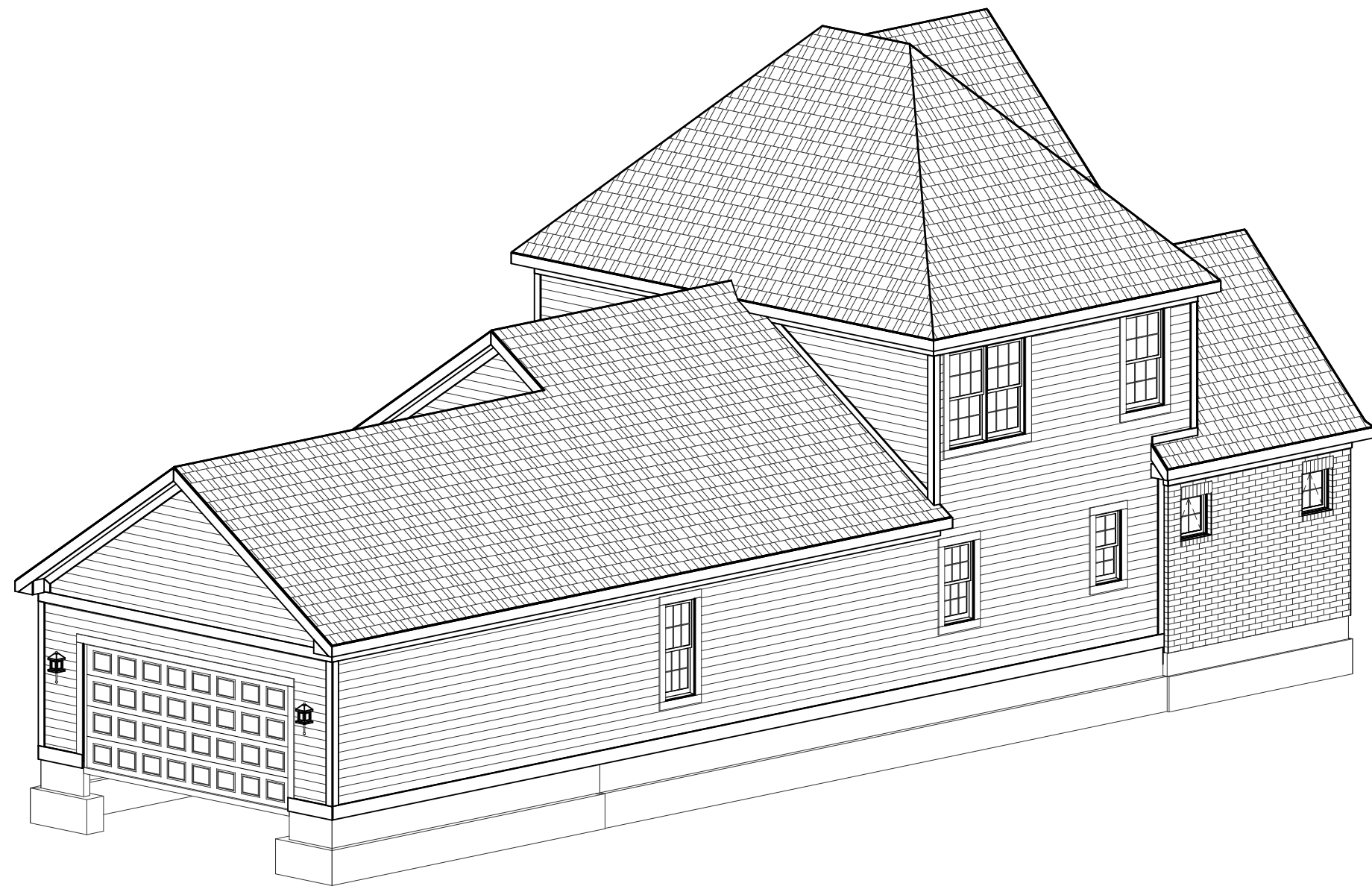
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08/01/2014

SHEET NUMBER

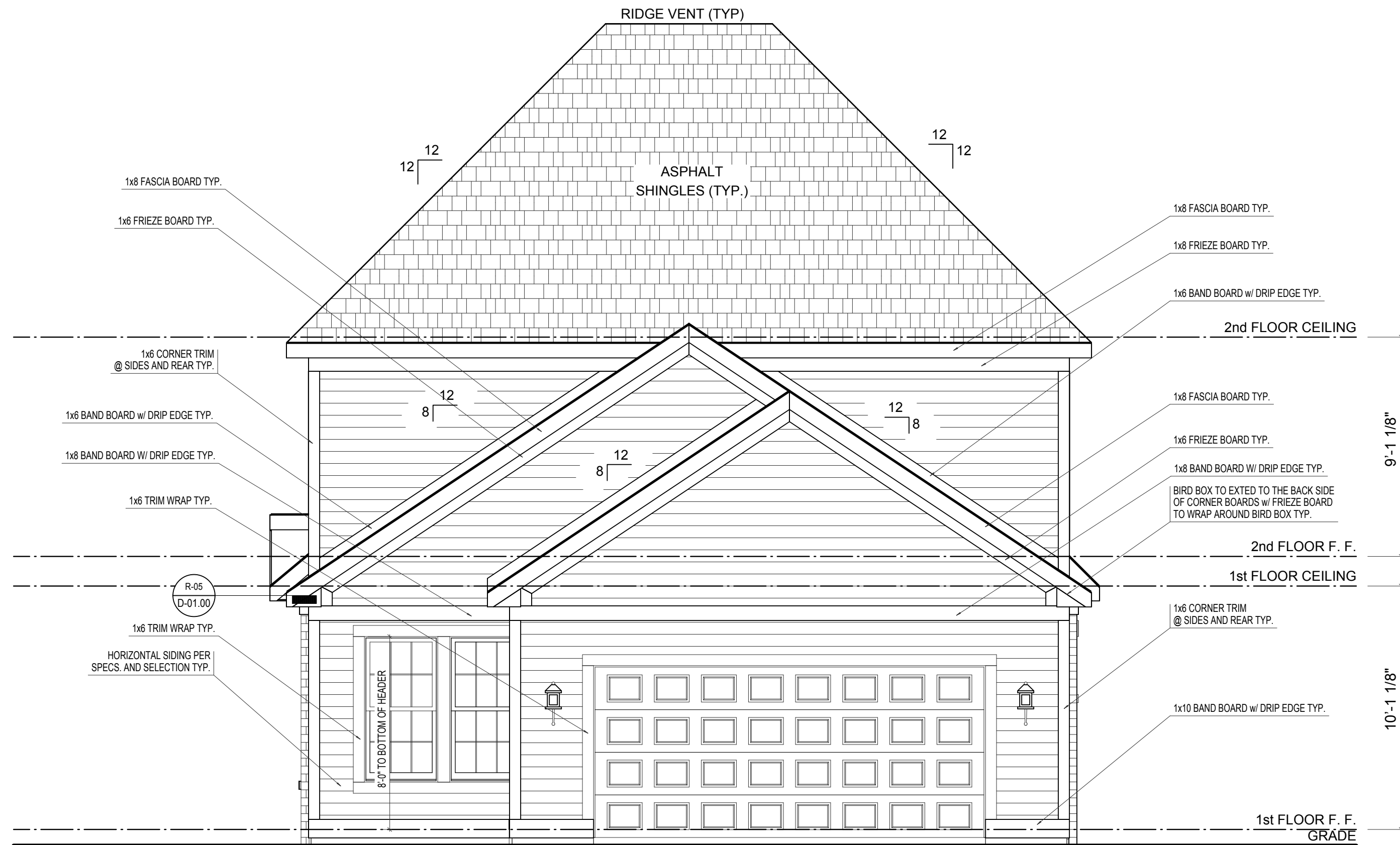
A-01



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

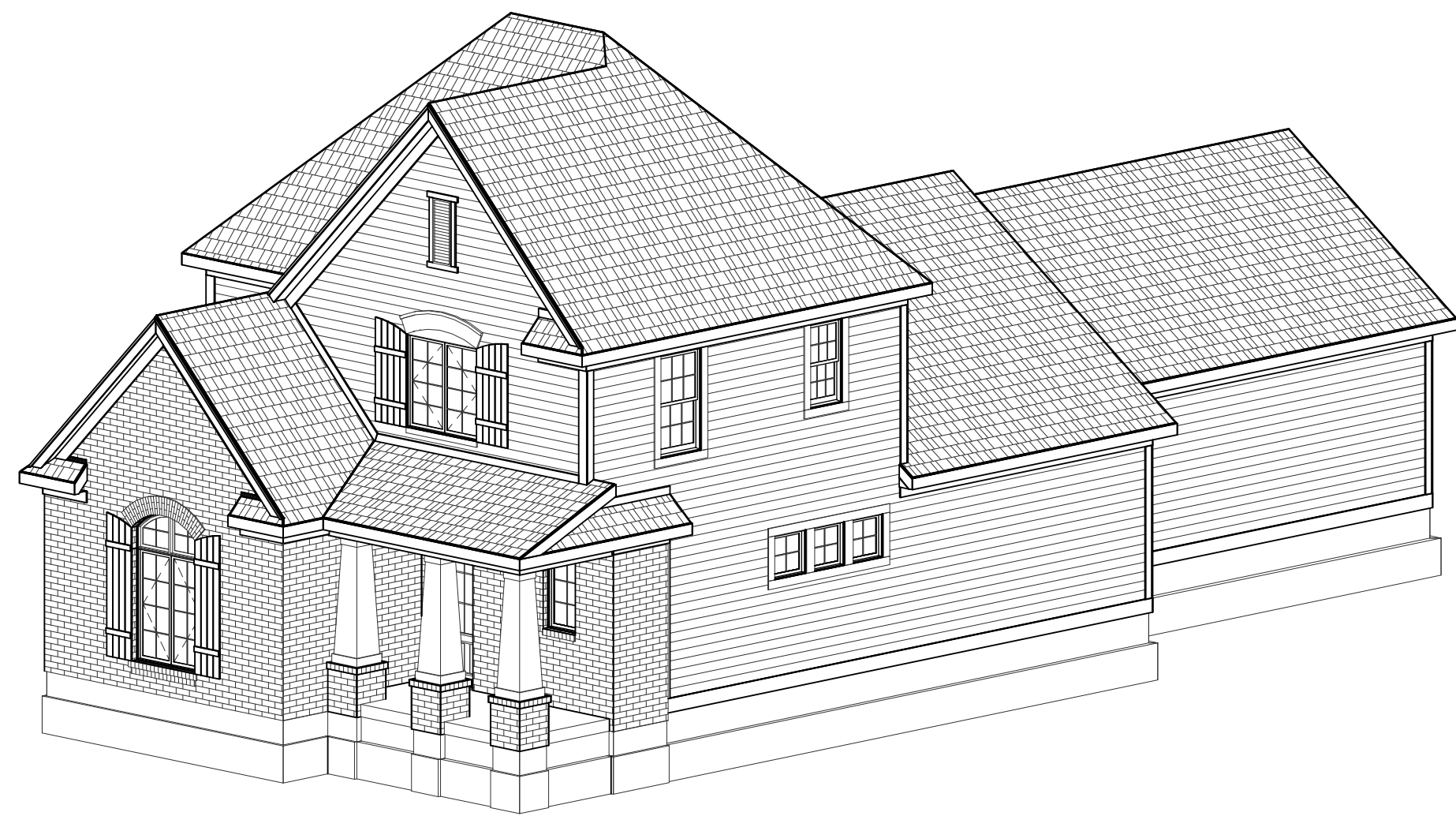
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ELEVATION REVIEW ONLY

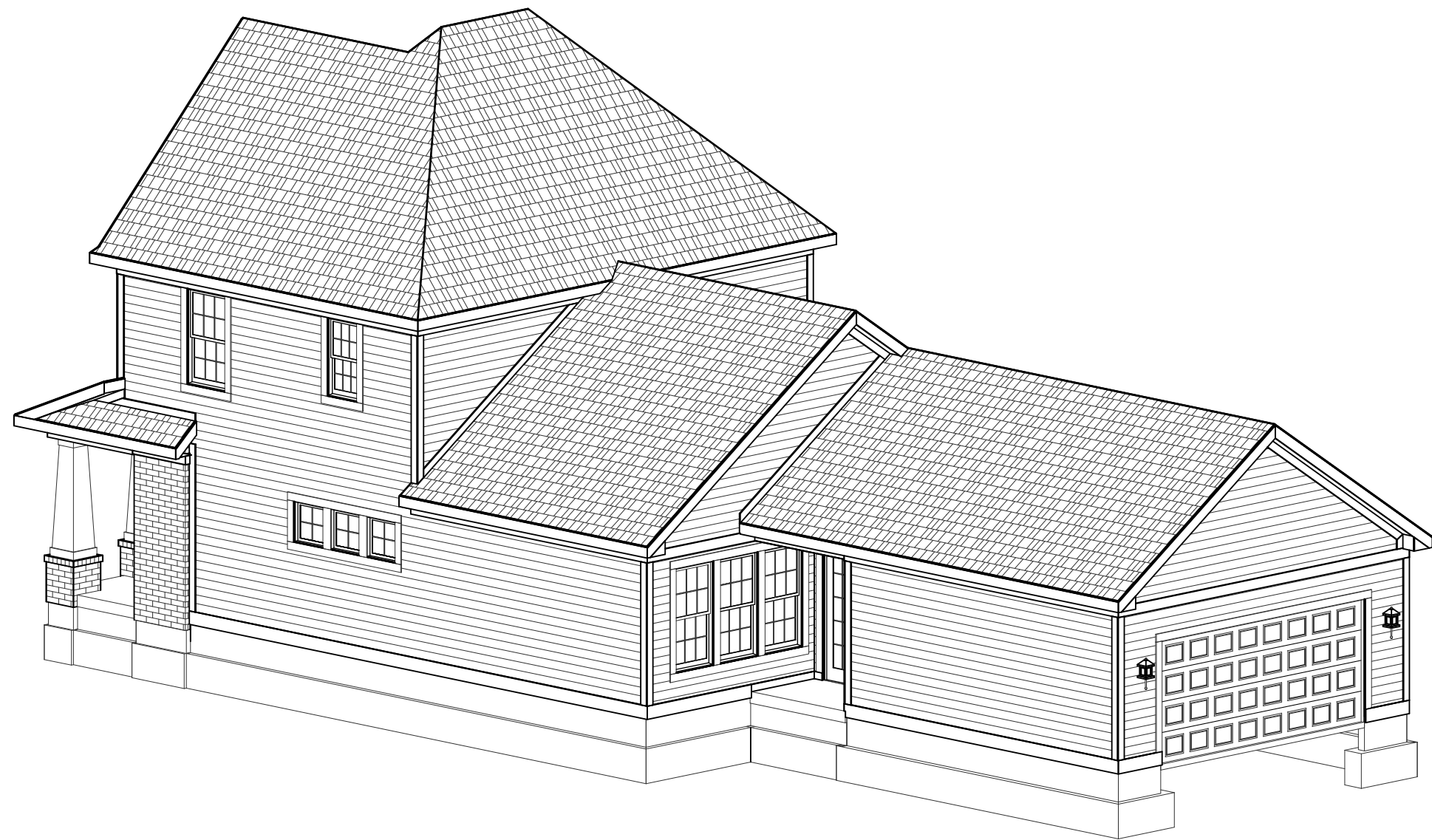
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GARAGE REAR			



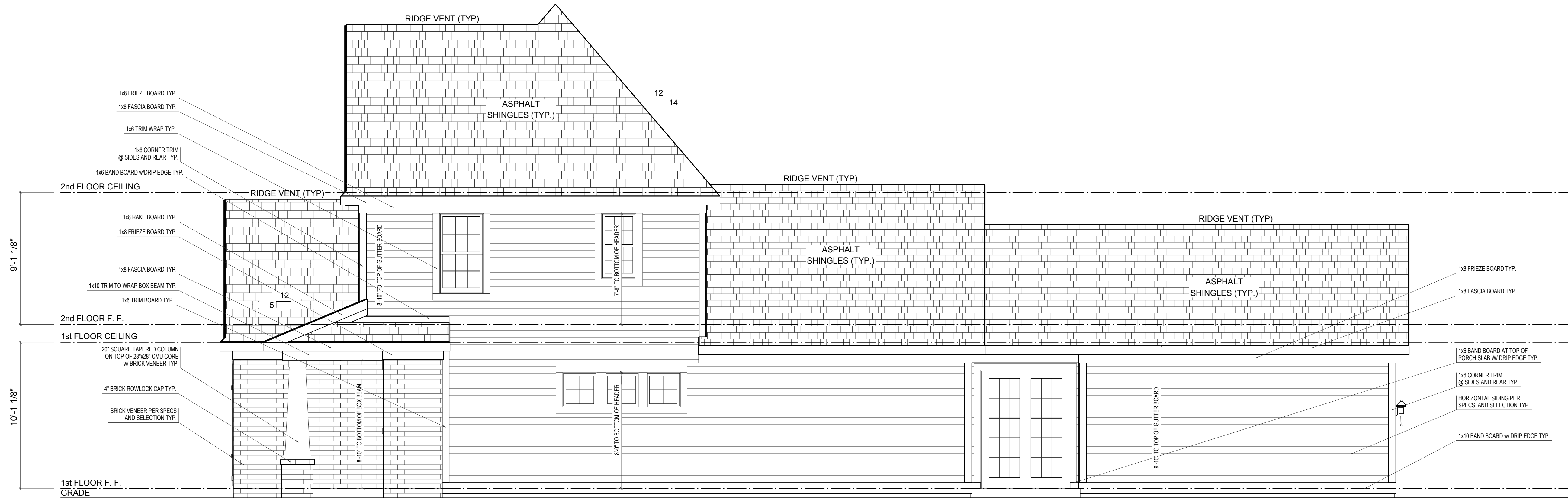
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FOR:	Estridge Homes	SHEET NUMBER	
LOCATION:			
A-02			



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION REVIEW ONLY

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1090

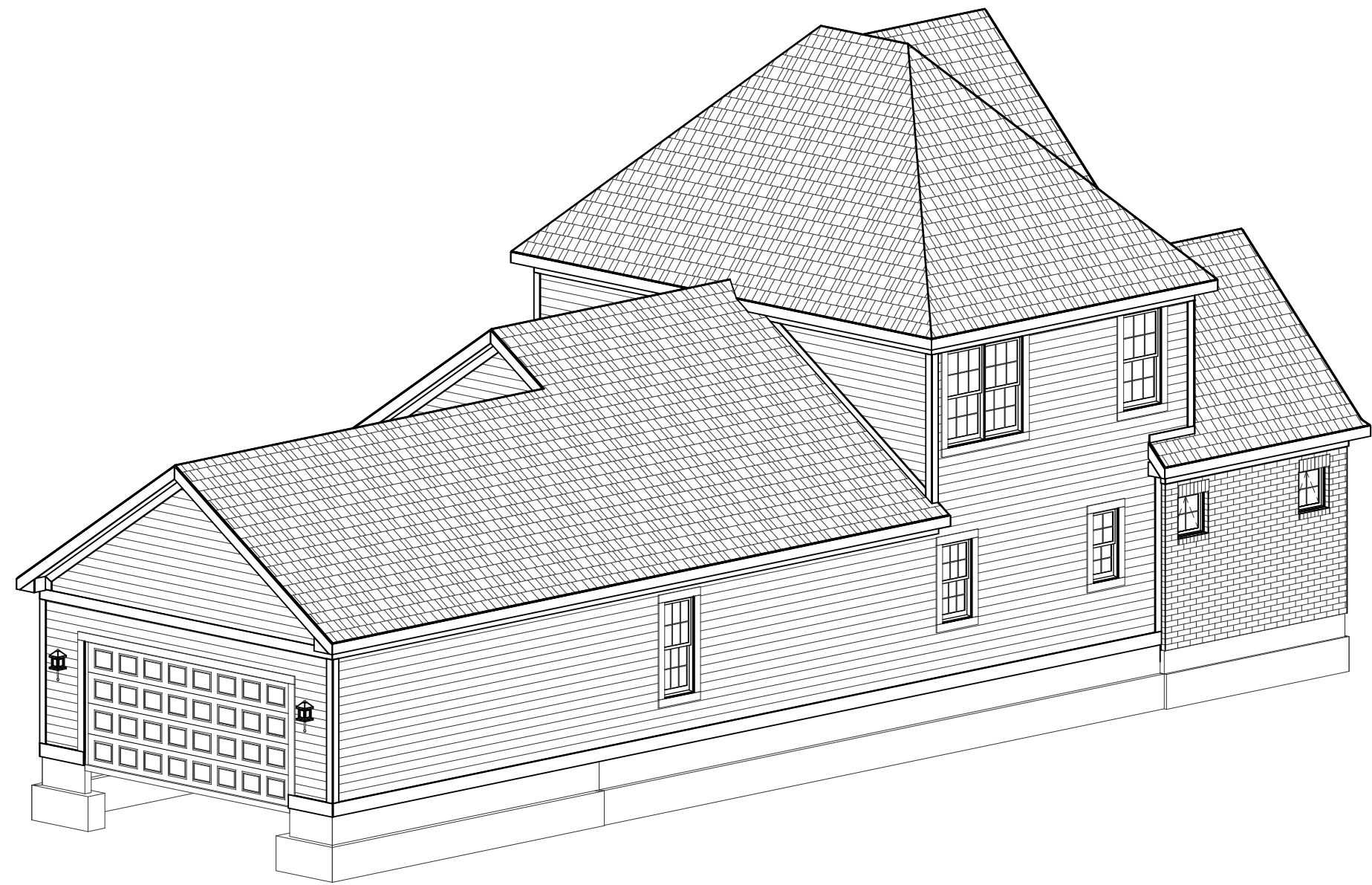
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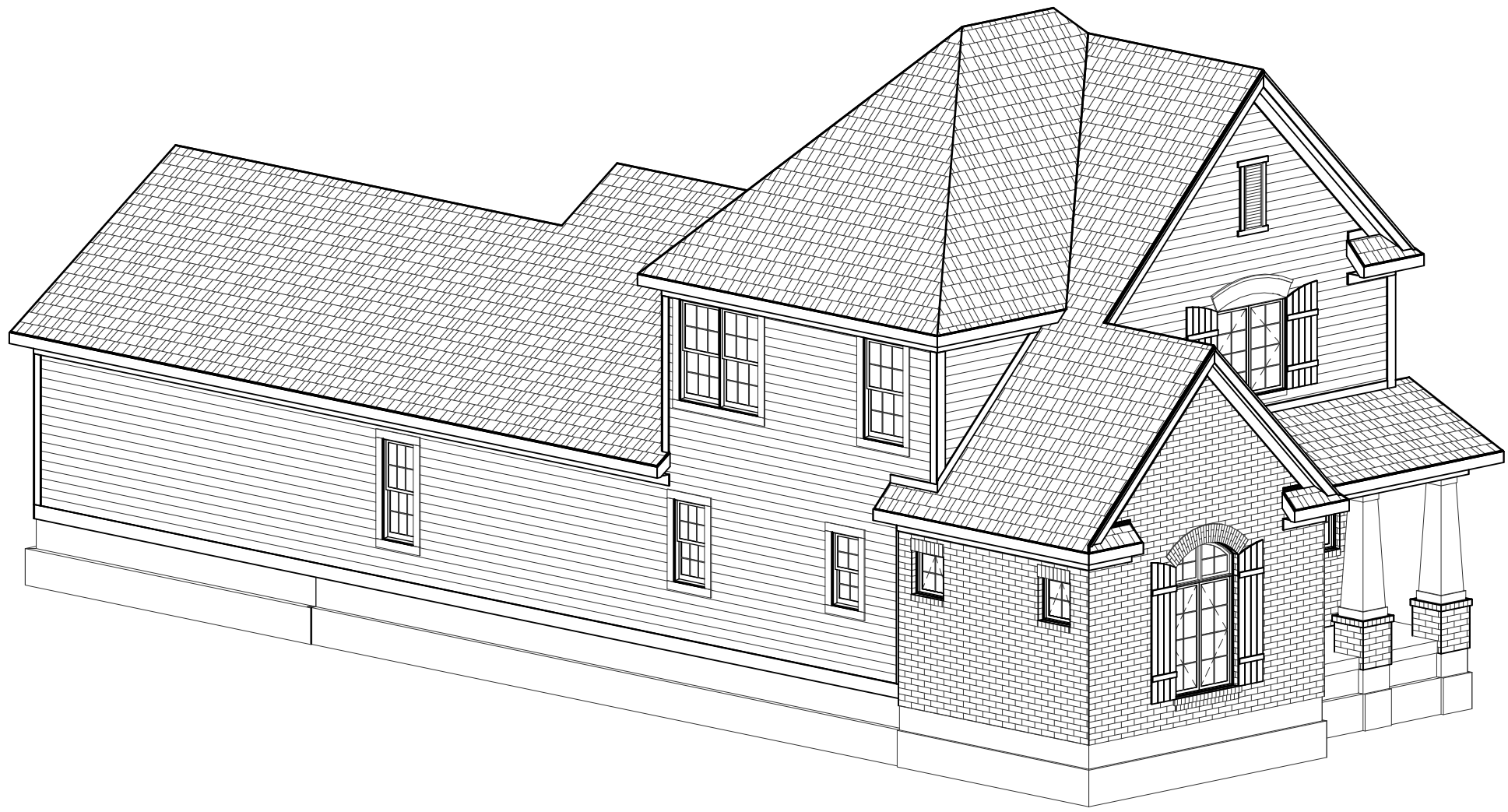
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SHEET NUMBER

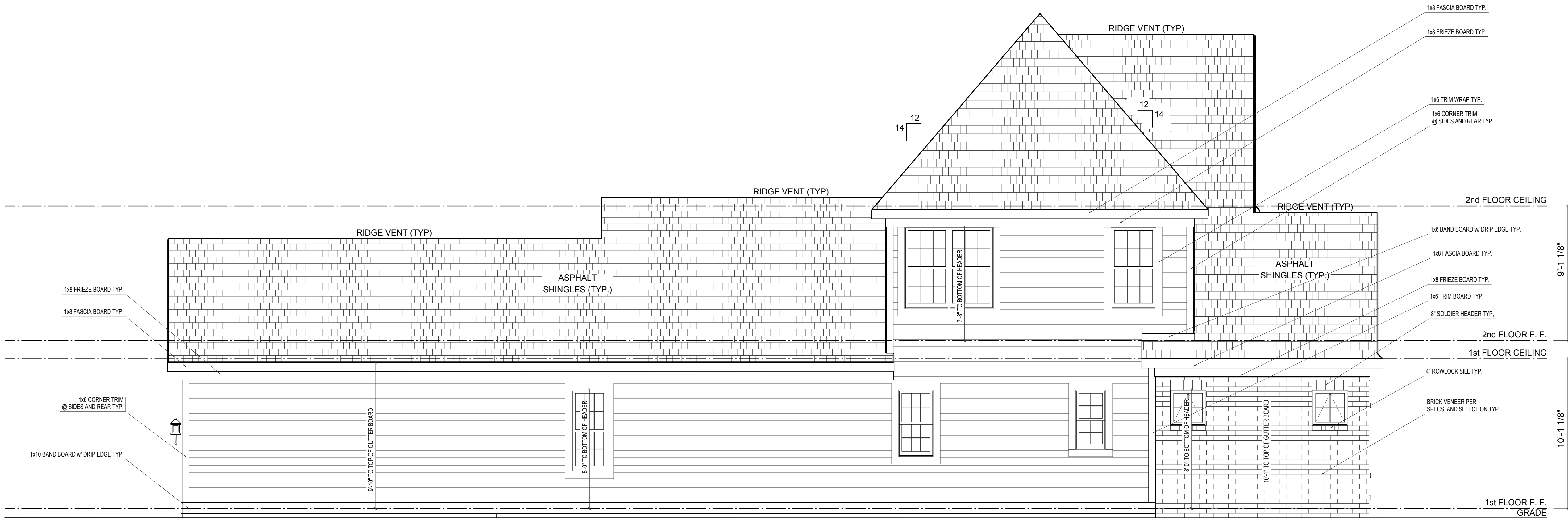
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

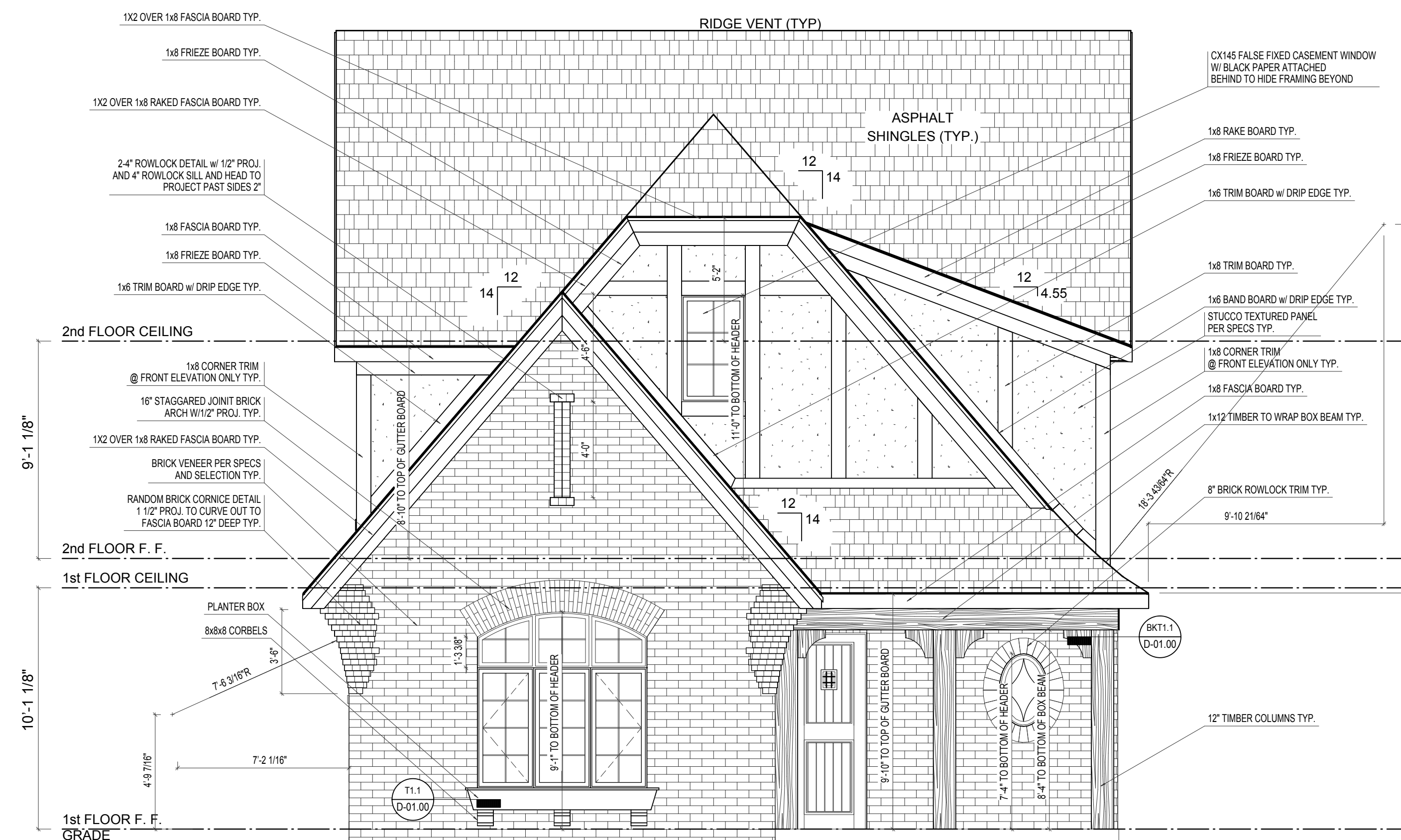
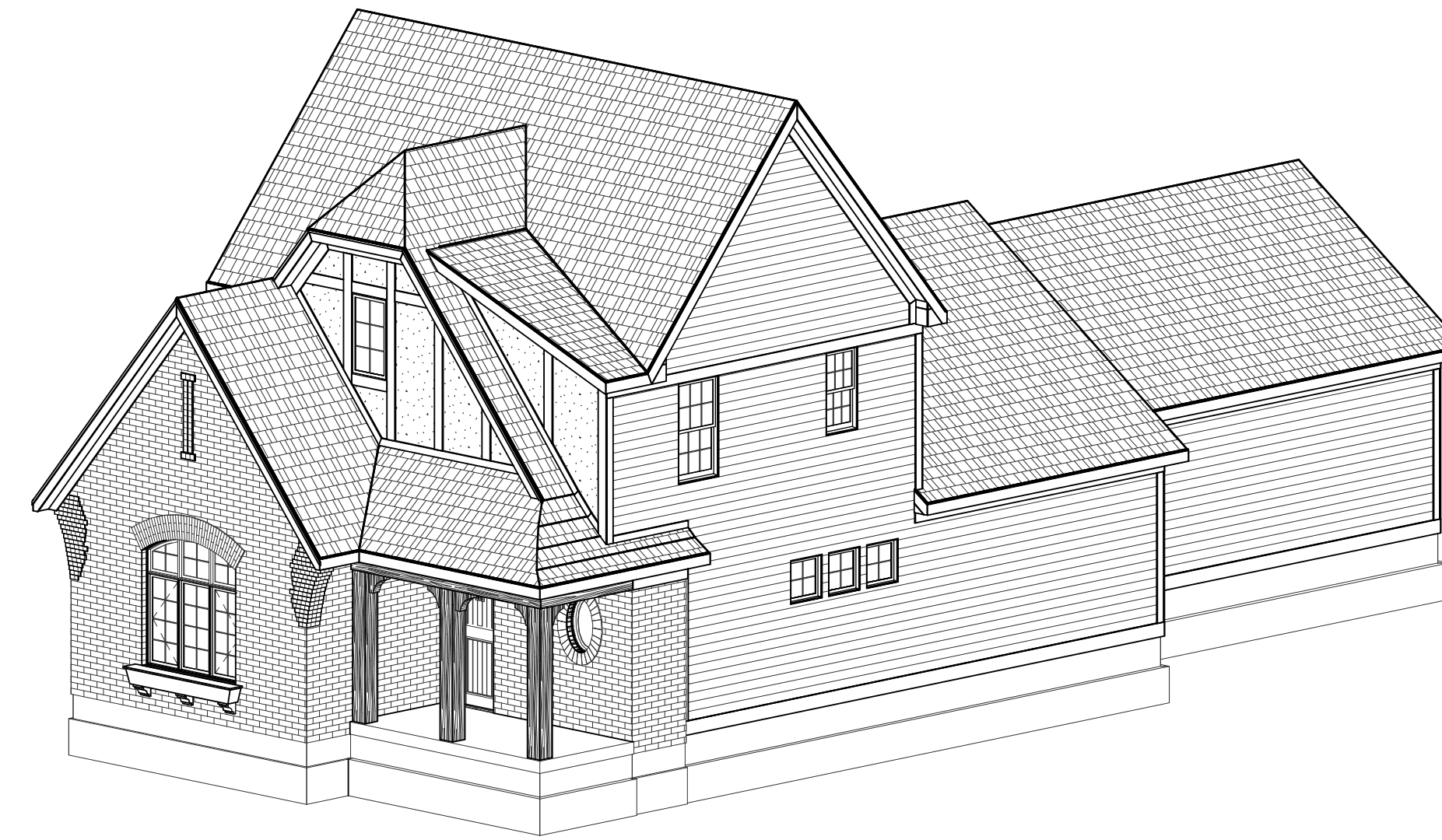
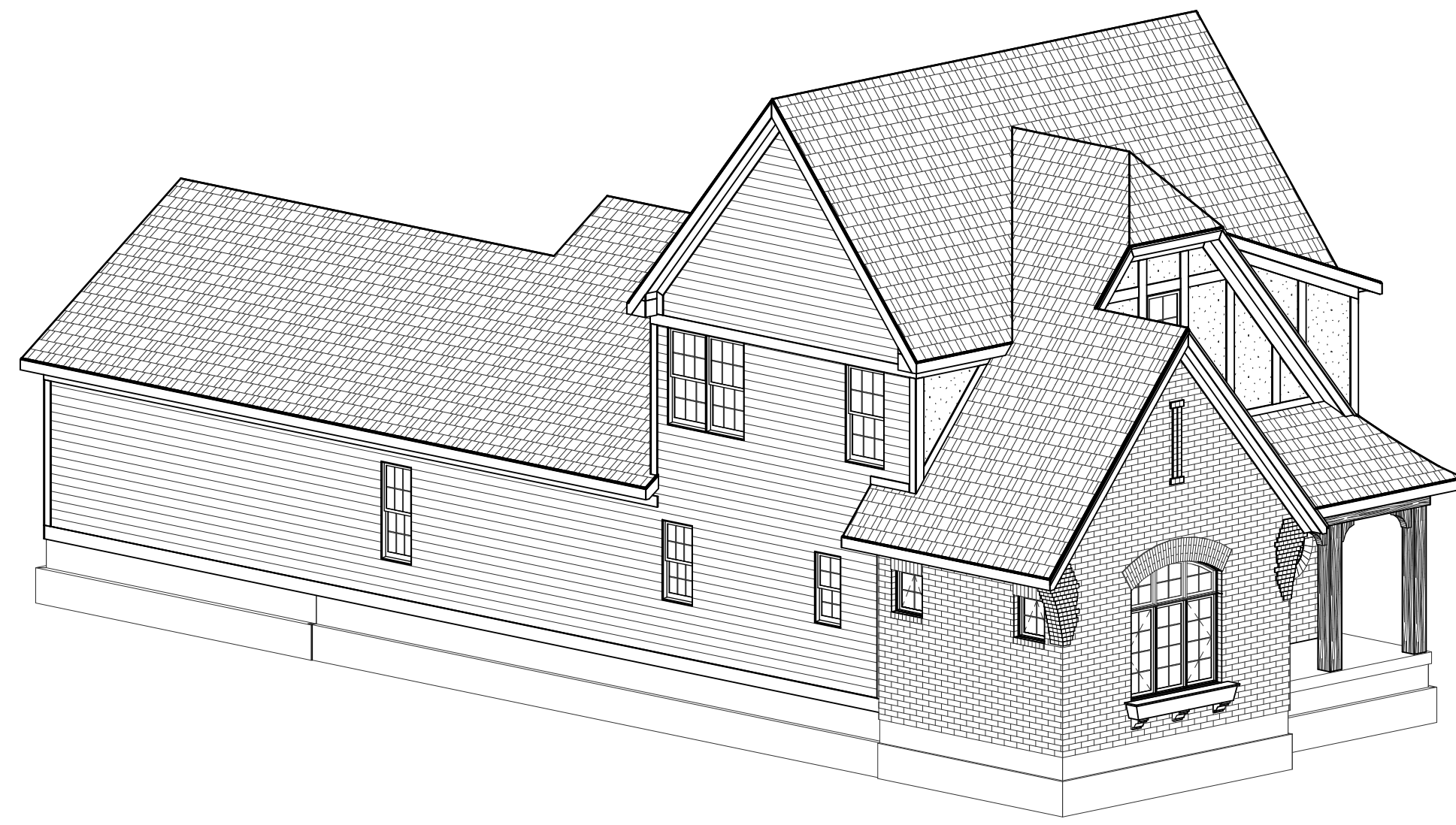
SCALE: 1/4"=1'-0"

ELEVATION REVIEW ONLY

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 08/01/2014		
EH_1090	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		



FRONT ELEVATION

SCALE: 1/4"=1'-0"

[illegible]

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PRINT DATE:
06/10/2014

EH_1090

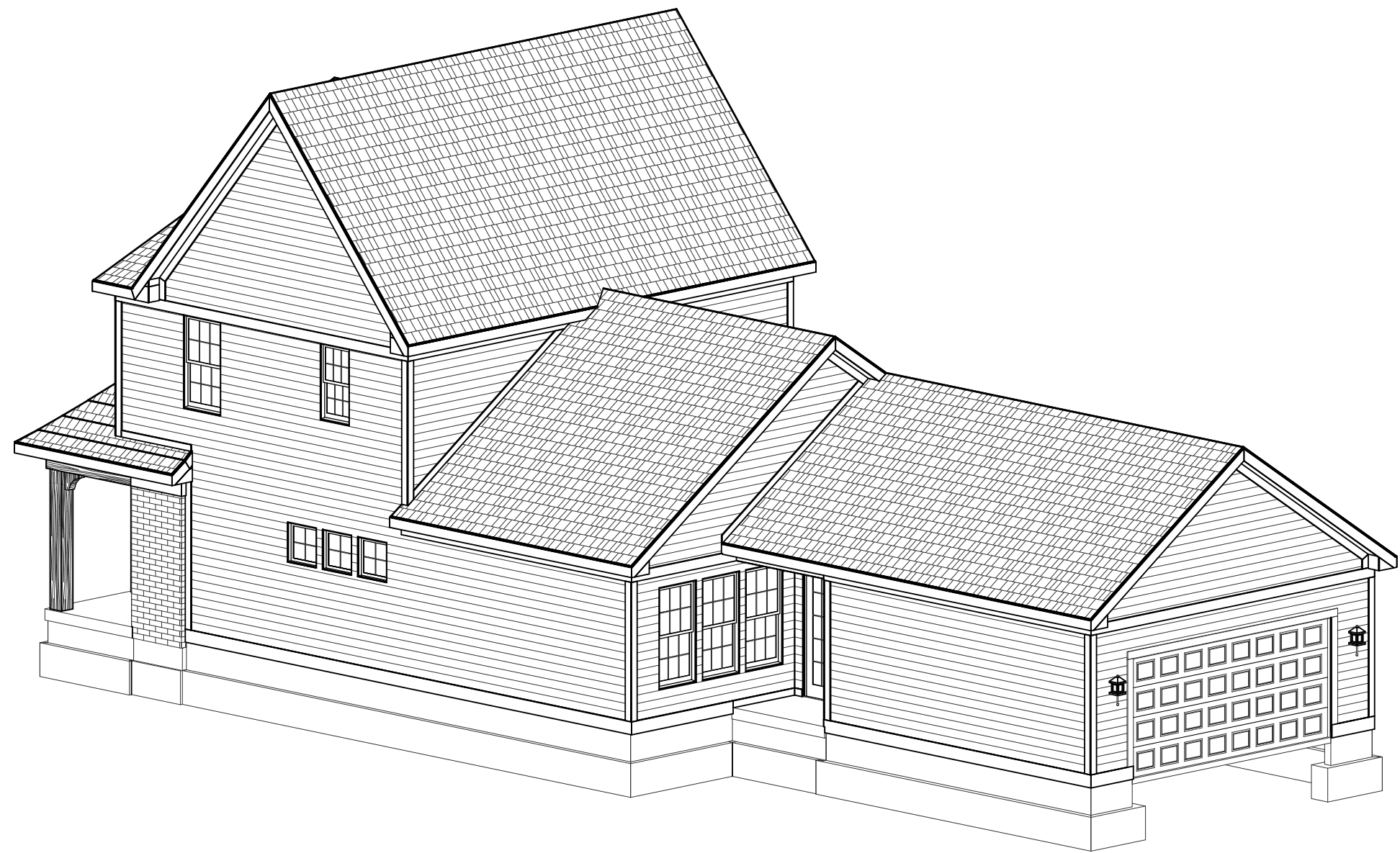
FOR: Estridge Homes

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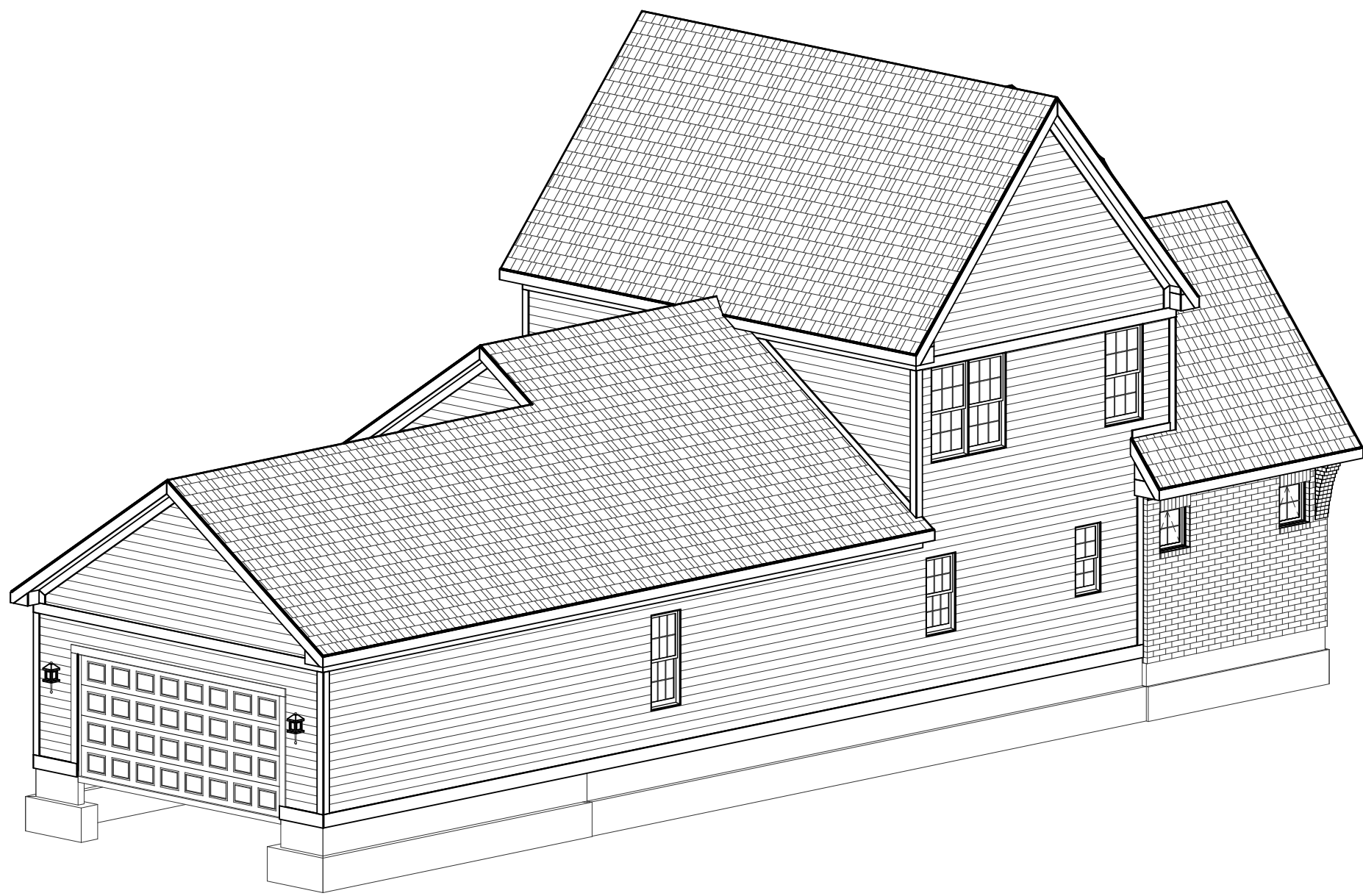
SHEET NUMBER		

A-01

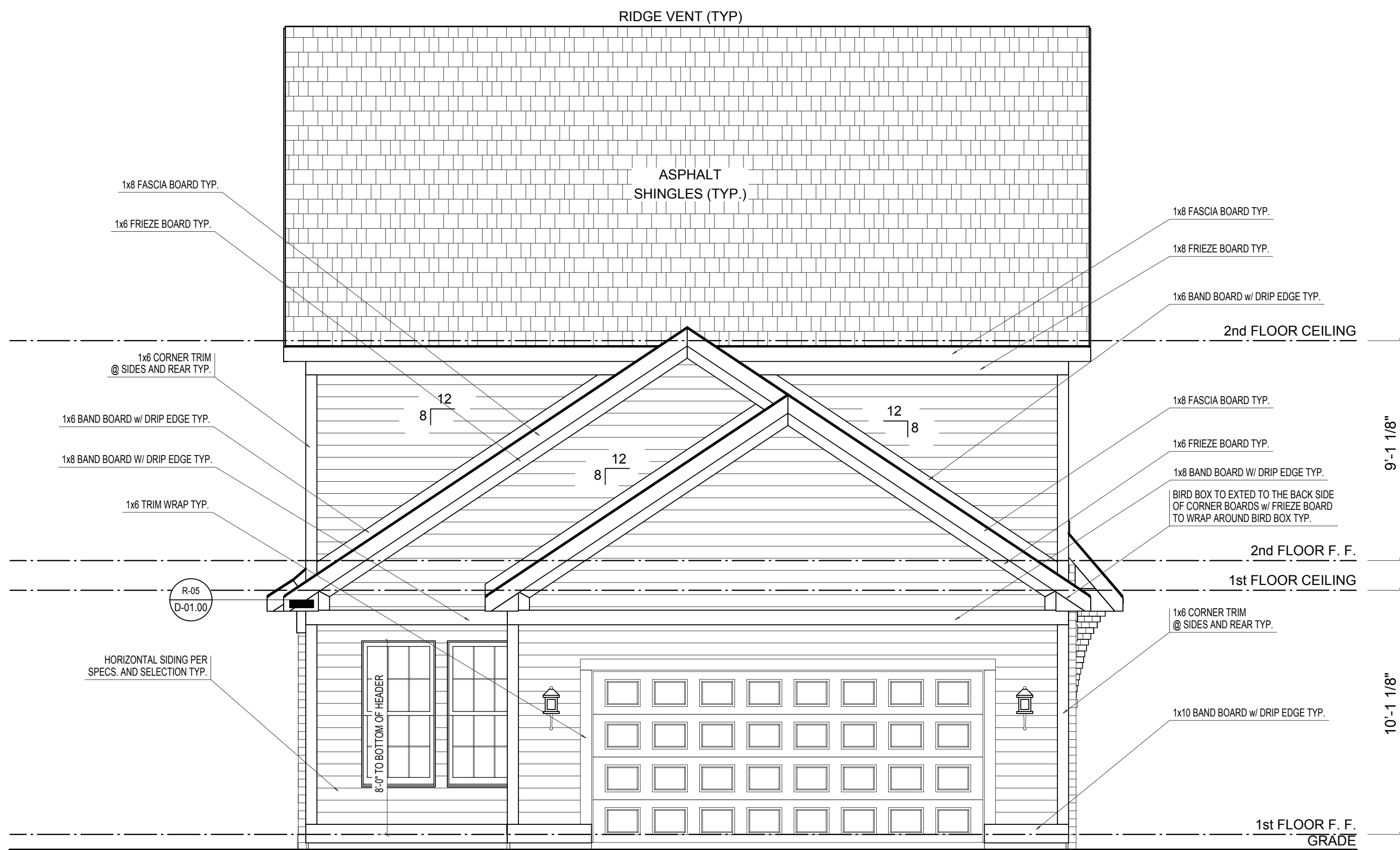
© CGVisions 2004 PLAN CREATION DATE 04/25/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

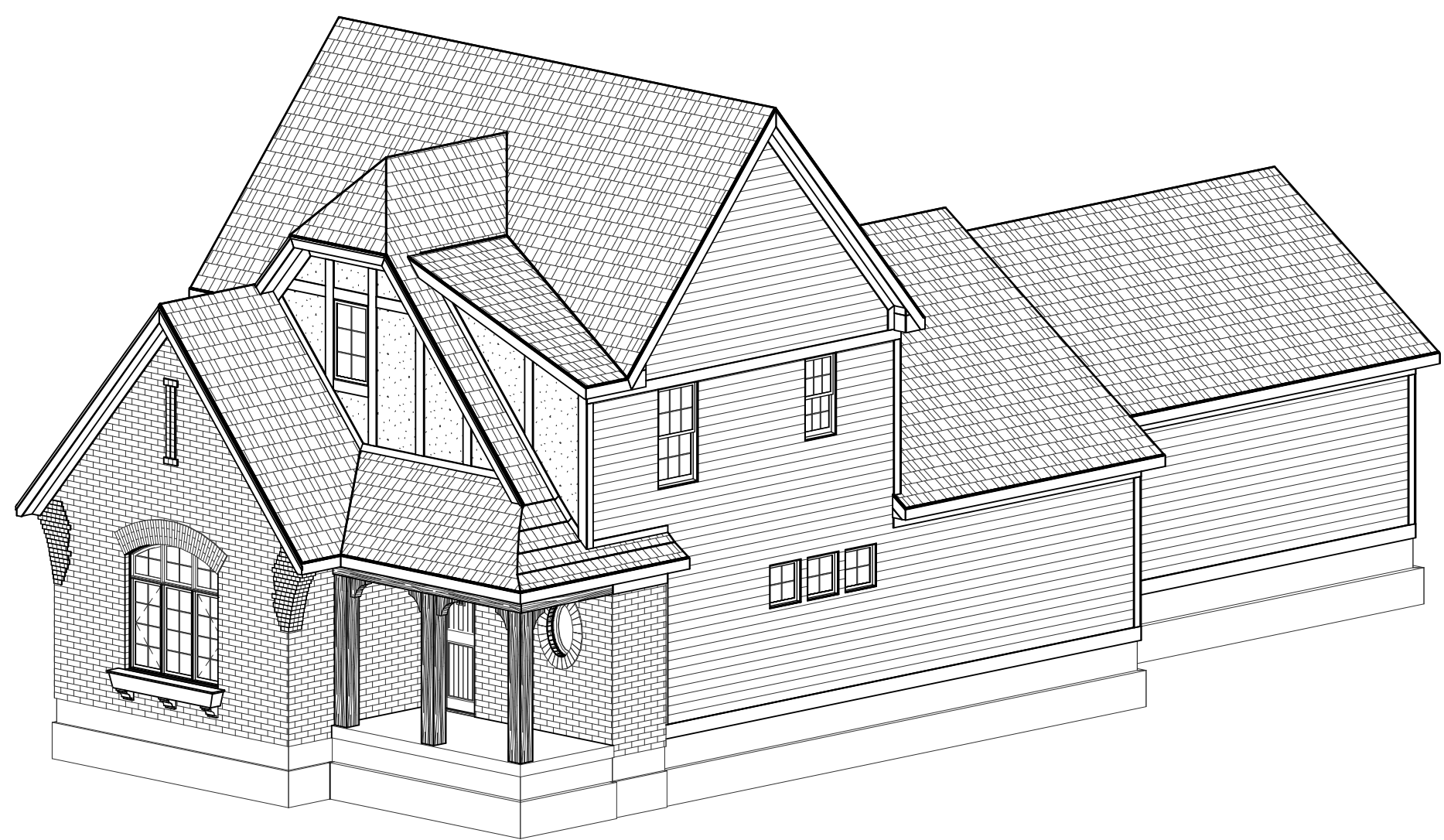
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GARAGE REAR				

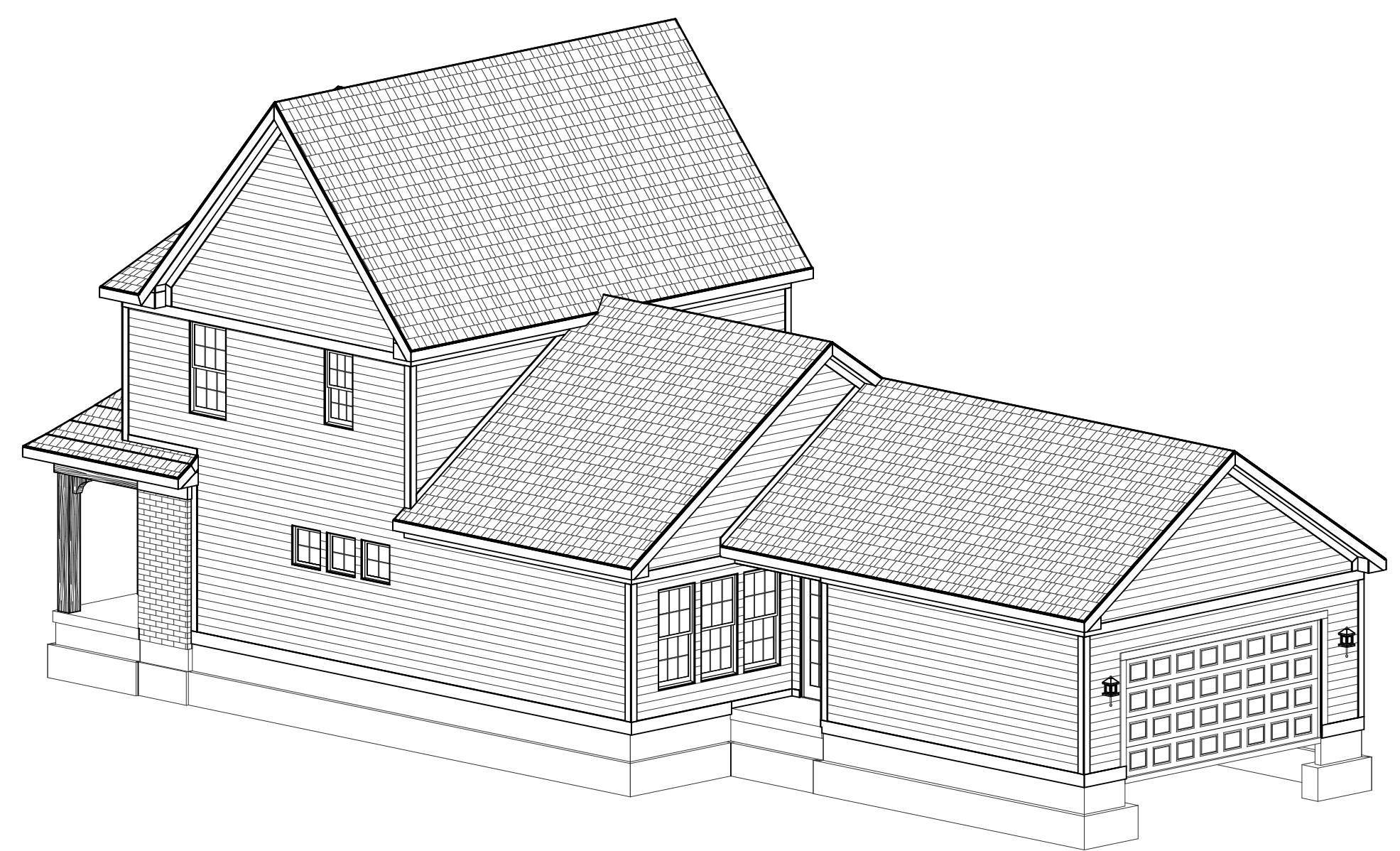


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06/10/2014

EH_1090
FOR: Estridge Homes
LOCATION:
SHEET NUMBER
A-02



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

REVISIONS #2 CHECKSET
NOT FOR CONSTRUCTION

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



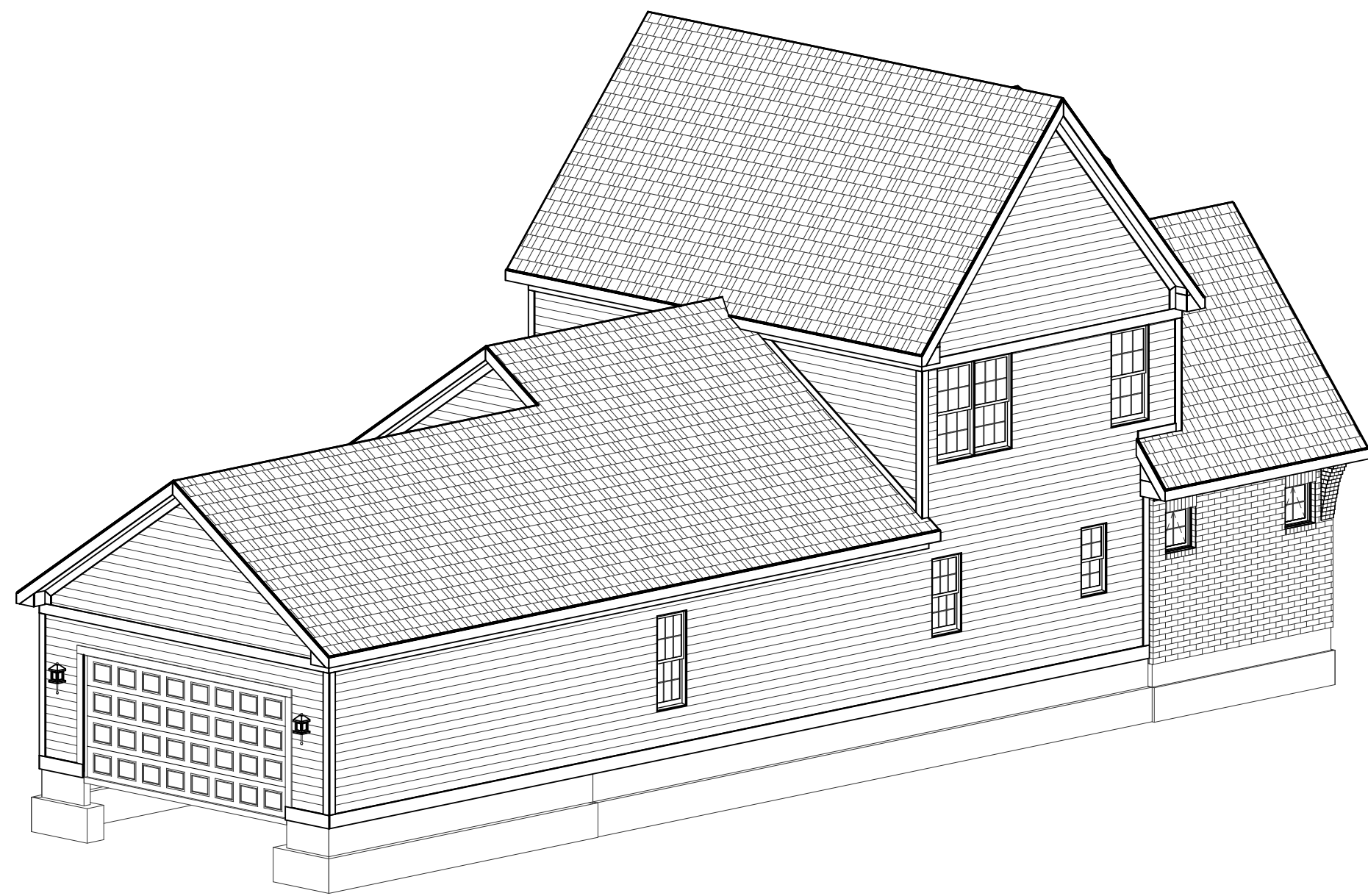
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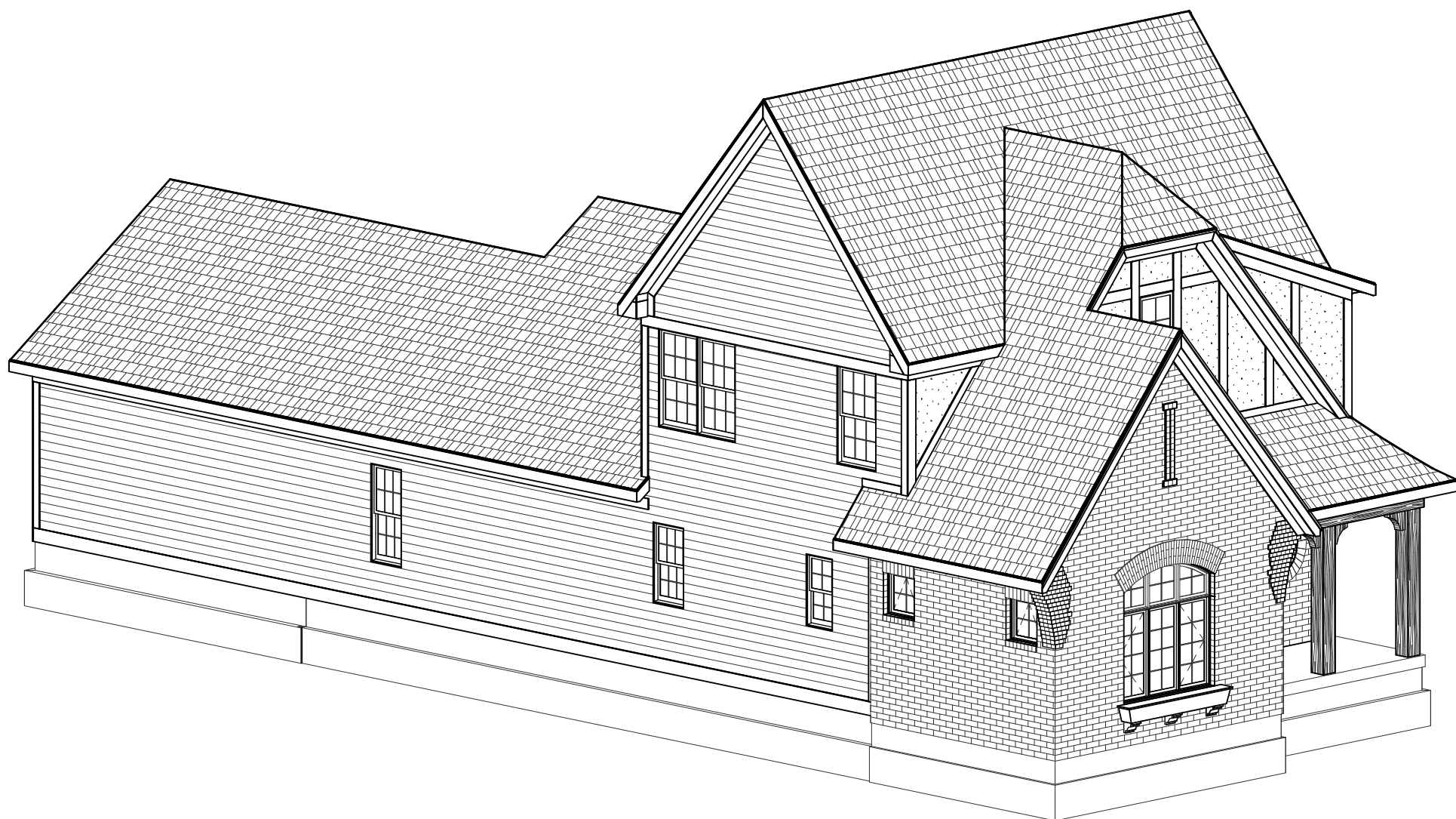
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LOCATION:

SHEET NUMBER

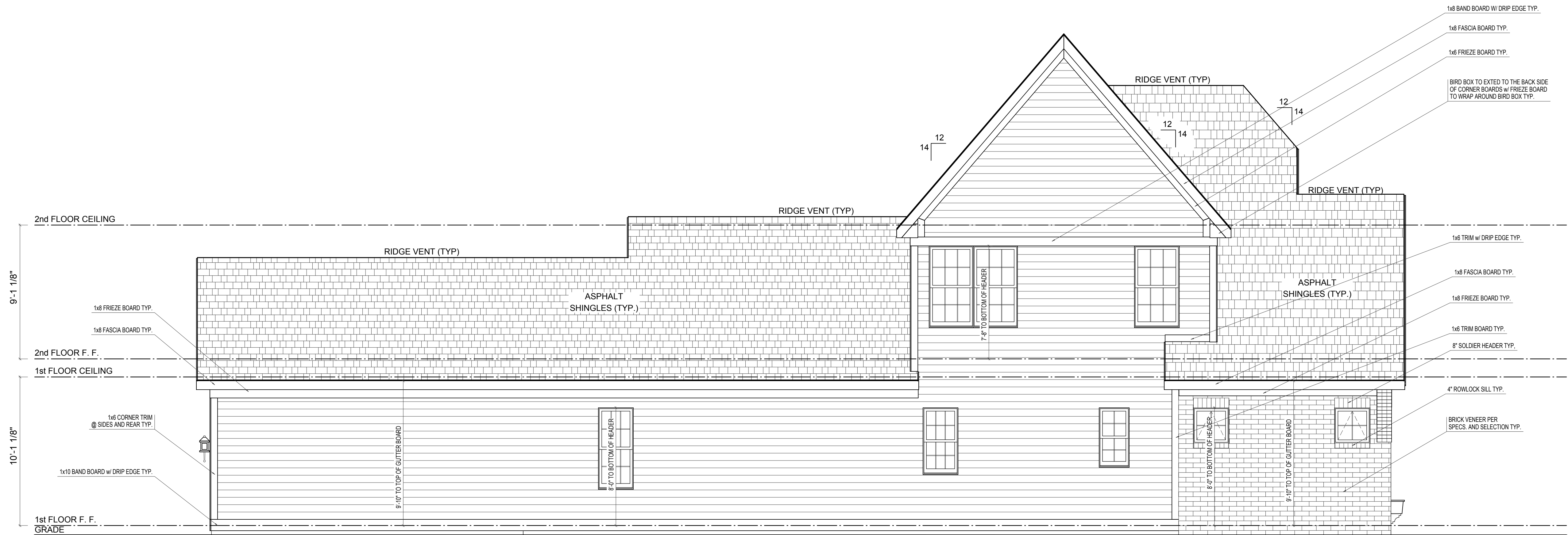
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

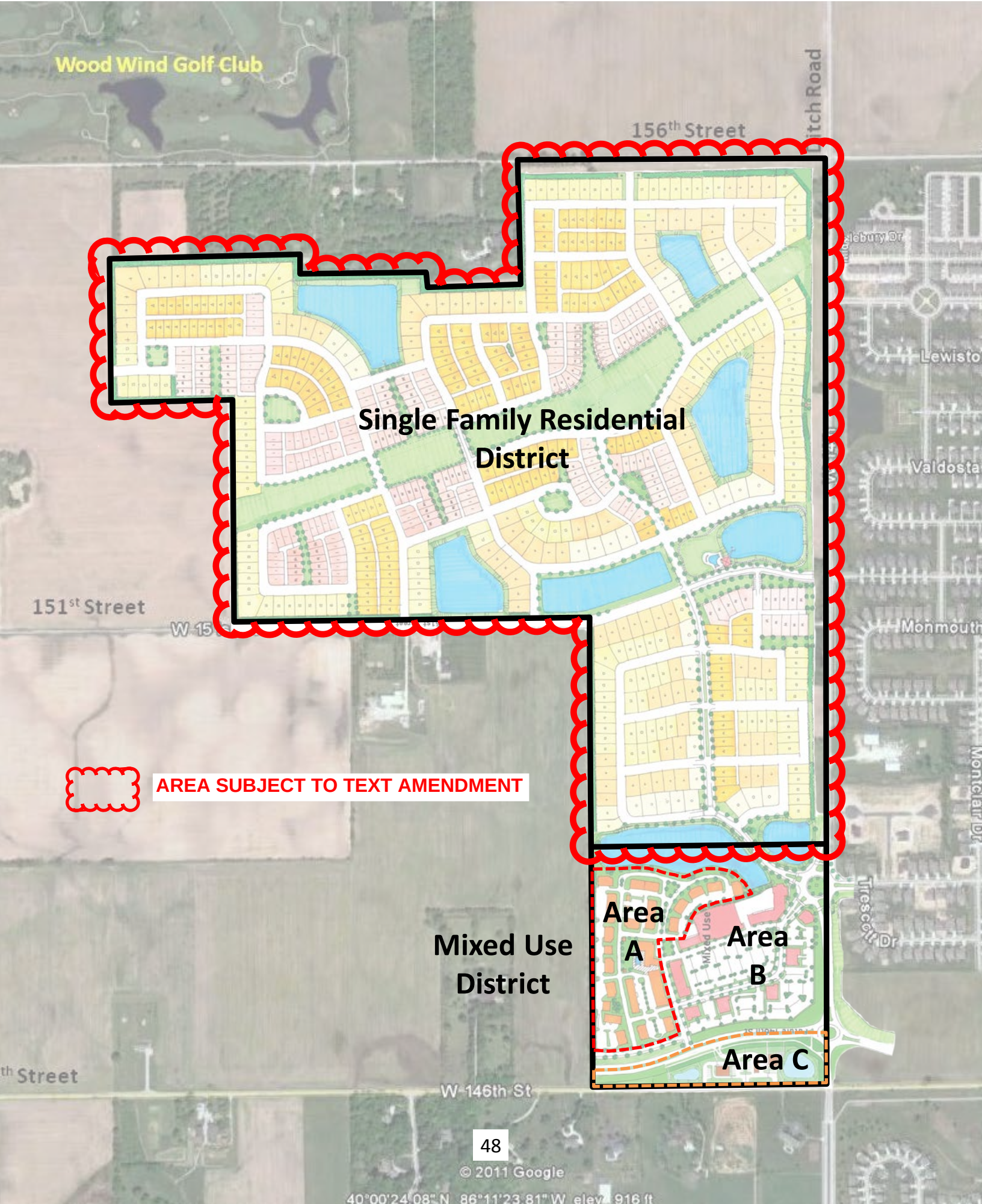
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ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 06/10/2014		
EH_1090	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		

Exhibit B – Zoning District Map



HARMONY PUD ORDINANCE 12-14

EXCERPT APPLICABLE TO TEXT AMENDMENT

Section 3.4. Architectural Standards.

A. Architectural Design Standards. Each single family detached dwelling unit located on a Mew Lot, 42' Alley-load Lot, or 50' Alley-load Lot shall comply with one of the defined architectural designs detailed in Section 3.4,A,3. Each single family detached dwelling unit located on a 60' Front-load Lot, 70' Front-load Lot, or 80' Front-load Lot shall meet one of the following standards:

1. Comply with one of the defined architectural designs detailed in Section 3.4,A,3, or
2. Comply with the conventional design guidelines identified in Section 3.4,A,4.
3. Defined Architectural Designs. The following architectural designs of homes are permitted to be constructed within Harmony:

Adam (Colonial)
Georgian
Italianate
Shingle
Folk Victorian
Colonial Revival
Tudor
Craftsman

Architectural Detailing on the side and rear elevations of the building shall be consistent with the design of the Front Elevation.

- a. Adam (Colonial) – See Exhibit E, Figures 101, 102, 108, 109, and 110 for examples of qualifying Adam houses.
 - i. Identifying features – A minimum of three (3) items below shall be present on the Front Elevation in order to qualify as an Adam.
 - 1. Semi-circular or elliptical fanlight over front door. See Exhibit E, Figure 103 for examples of Adam Semi-circular or elliptical fanlight over front door. At least one of the types shown in Figure 103 shall be present in order to qualify.
 - 2. Cornice. See Exhibit E, Figure 104 for examples of Adam cornices. At least one of the types shown in Figure 104 shall be present in order to qualify.
 - 3. Windows. See Exhibit E, Figures 105 and 106 for examples of Adam windows. At least one of the types shown in Figures 105 and 106 shall be present in order to qualify.
 - 4. Windows aligned horizontally and vertically in symmetrical rows. See Exhibit E, Figures 101 and 102 for examples of Adam fenestration.
 - ii. Building Massing and Roof Types. One shall be present in order to qualify as an Adam house – See Exhibit E, Figure 107 for examples of Adam building massing and roof types.
 - 1. Side-gabled roof. See Exhibit E, Figure 108 for examples of Adam side-gabled roof houses.
 - 2. Hipped roof, two-story. See Exhibit E, Figure 109 for examples of Adam hipped roof, two-story houses.
 - 3. Centered gable. See Exhibit E, Figure 110 for examples of Adam centered gable houses.

b. Georgian – See Exhibit E, Figures 201, 202, 211, 212, 213, and 214 for examples of qualifying Georgian houses.

i. Identifying features – A minimum of four (4) items below shall be present on the Front Elevation in order to qualify as a Georgian house.

1. Paneled front door. See Exhibit E, Figure 203 for examples of Georgian entryways.
2. A row of small rectangular panes of glass beneath the crown, either within the door or in a transom just above. See Exhibit E, Figure 204 for examples of Georgian use of glass at the front door. At least one of the types shown in Figure 204 shall be present in order to qualify.
3. Cornice. See Exhibit E, Figure 205 for an example of a Georgian cornice. At least one of the types shown in Figure 205 shall be present in order to qualify.
4. Windows having small panes. See Exhibit E, Figure 206 for examples of Georgian windows. At least one of the types shown in Figure 206 shall be present in order to qualify.
5. Windows aligned horizontally and vertically in symmetrical rows. See Exhibit E, Figure 207 for examples of Georgian fenestration. At least one of the types shown in Figure 207 shall be present in order to qualify.
6. A central chimney or paired chimneys. See Exhibit E, Figure 208 for examples of Georgian chimneys. At least one of the types shown in Figure 208 shall be present in order to qualify.
7. Roof with an open side gable, gambrel, pedimented side gable, pent, hipped, or double-hipped configuration. See Exhibit E, Figure 209 for examples of Georgian roofs. At least one of the types shown in Figure 209 shall be present in order to qualify.

ii. Building Massing and Roof Types. One shall be present in order to qualify as a Georgian house – See Exhibit E, Figure 210 for examples of Georgian building massing and roof types.

1. Side-gabled roof. See Exhibit E, Figure 211 for examples of Georgian side-gabled roof houses.
2. Gambrel roof. See Exhibit E, Figure 212 for examples of Georgian gambrel roof houses.

3. Hipped roof. See Exhibit E, Figure 213 for examples of Georgian hipped roof houses.
4. Centered gable. See Exhibit E, Figure 214 for examples of Georgian centered gable houses.

c. Italianate – See Exhibit E, Figures 301, 302, 309, 310, 311, 312, and 313 for examples of qualifying Italianate houses.

i. Identifying features – A minimum of five (5) items below shall be present on the Front Elevation in order to qualify as a Italianate house.

1. Two stories. See Exhibit E, Figure 302 for examples of Italianate building heights.

2. Low-pitched roof with widely overhanging eaves having decorative brackets beneath. See Exhibit E, Figure 301 for an example of Italianate roof detailing.

3. Tall, narrow windows. See Exhibit E, Figure 303 for examples of Italianate windows. At least one of the types shown in Figure 303 shall be present in order to qualify.

4. Window crowns. See Exhibit E, Figure 304 for examples of Italianate window crowns. At least one of the types shown in Figure 304 shall be present in order to qualify.

5. A square cupola or tower. See Exhibit E, Figures 301 and 302 for examples of Italianate cupolas or towers. At least one of the types shown in Figures 301 and 302 shall be present in order to qualify.

6. A cornice line dominated by large eave brackets. See Exhibit E, Figure 305 for examples of Italianate cornices. At least one of the types shown in Figure 305 shall be present in order to qualify.

7. A single-story porch. See Exhibit E, Figure 306 for examples of Italianate porches. At least one of the types shown in Figure 306 shall be present in order to qualify.

8. Doorways in the same shapes as windows (rectangular, arched, segmentally arched) with elaborate enframements above doors that are similar to those over the windows. See Exhibit E, Figure 307 for examples of Italianate doorways. At least one of the types shown in Figure 307 shall be present in order to qualify.

ii. Building Massing and Roof Types. One shall be present in order to qualify as a Italianate house – See Exhibit E, Figure 308 for examples of Italianate building massing and roof types.

1. Simple hipped roof. See Exhibit E, Figure 309 for examples of Italianate simple hipped roof houses.

2. Centered gable. See Exhibit E, Figure 310 for examples of Italianate center gable houses.
3. Asymmetrical. See Exhibit E, Figure 311 for examples of Italianate asymmetrical houses.
4. Towered. See Exhibit E, Figure 312 for examples of Italianate towered houses.
5. Front-gabled roof. See Exhibit E, Figure 313 for examples of Italianate front-gabled roof houses.

- d. Shingle – See Exhibit E, Figures 401, 402, 407, 408, 409, 410, and 411 for examples of qualifying Shingle houses.
- i. Identifying features – A minimum of four (4) items below shall be present on the Front Elevation in order to qualify as a Shingle house.
1. Wall cladding and roofing of continuous wood or composition shingles (shingled wall may occur on second story only). See Exhibit E, Figures 401 and 402 for examples of Shingle wall cladding and roofing.
 2. Shingled walls without interruption at corners (no corner boards). See Exhibit E, Figure 401 for an example of Shingle walls.
 3. Asymmetrical elevation with irregular, steeply pitched roof line. See Exhibit E, Figure 402 for an example of a Shingle asymmetrical elevation.
 4. Roofs having intersecting cross gables and multi-level eaves. See Exhibit E, Figures 401 and 402 for examples of Shingle roofs;
 5. Extension porches. See Exhibit E, Figure 403 for examples of Shingle porches. At least one of the types shown in Figure 403 shall be present in order to qualify.
 6. Window surrounds using bay windows, multiple windows, walls curving into windows, and Palladian windows. See Exhibit E, Figure 404 for an example of a Shingle window. At least one of the types shown in Figure 404 shall be present in order to qualify.
 7. Dormers with geometric, angular, or curved roof. See Exhibit E, Figure 405 for an example of Shingle dormers. At least one of the types shown in Figure 405 shall be present in order to qualify.
- ii. Building Massing and Roof Types. One shall be present in order to qualify as a Shingle house – See Exhibit E, Figure 406 for examples of Shingle building massing and roof types.
1. Hipped roof with cross gables. See Exhibit E, Figure 407 for examples of Shingle hipped roof with cross gables houses.
 2. Side-gabled roof. See Exhibit E, Figure 408 for examples of Shingle side-gabled roof houses.

3. Front-gabled roof. See Exhibit E, Figure 409 for examples of Shingle front-gabled roof houses.
4. Cross-gabled roof. See Exhibit E, Figure 410 for examples of Shingle cross-gabled roof houses.
5. Gambrel roof. See Exhibit E, Figure 411 for examples of Shingle gambrel roof houses.

- e. Folk Victorian – See Exhibit E, Figures 501, 503, 504, 505, 506, and 507 for examples of a qualifying Folk Victorian house.
 - i. Identifying features – A minimum of two (2) items below shall be present on the Front Elevation in order to qualify as a Folk Victorian house.
 - 1. Porches with spindlework detailing or flat, jig-saw cut trim. See Exhibit E, Figure 501 for an example of a Folk Victorian porch.
 - 2. Symmetrical elevation (except gable-front-and-wing subtype).
 - 3. Cornice-line brackets. See Exhibit E, Figure 501 for an example of a Folk Victorian cornice-line bracket.
 - ii. Building Massing and Roof Types. One shall be present in order to qualify as a Folk Victorian house – See Exhibit E, Figure 502 for examples of Folk Victorian building massing and roof types.
 - 1. Front-gabled roof. See Exhibit E, Figure 503 for examples of Folk Victorian front-gabled roof houses.
 - 2. Gable front and wing. See Exhibit E, Figure 504 for examples of Folk Victorian gable front and wing houses.
 - 3. Side-gabled-roof, one-story. See Exhibit E, Figure 505 for examples of Folk Victorian side-gabled-roof, two-story houses.
 - 4. Side-gabled-roof, two-story. See Exhibit E, Figure 506 for examples of Folk Victorian side-gabled-roof, two-story houses.
 - 5. Pyramidal. See Exhibit E, Figure 507 for examples of Folk Victorian pyramidal houses.

- f. Colonial Revival – See Exhibit E, Figures 601, 605, 606, 607, 608, 609, 610, 611, and 612 for examples of a qualifying Colonial Revival house.
 - i. Identifying features – A minimum of two (2) items below shall be present on the Front Elevation in order to qualify as a Colonial Revival house.
 - 1. Accentuated front door. See Exhibit E, Figure 602 for examples of Colonial Revival accentuated front doors. At least one of the types shown in Figure 602 shall be present in order to qualify.
 - 2. Overhead fanlights or sidelights. See Exhibit E, Figure 602 for examples of Colonial Revival overhead fanlights or sidelights. At least one of the types shown in Figure 602 shall be present in order to qualify.
 - 3. Symmetrically balanced windows and center door. See Exhibit E, Figure 603 for examples of Colonial Revival fenestration. At least one of the types shown in Figure 603 shall be present in order to qualify.
 - ii. Building Massing and Roof Types. One shall be present in order to qualify as a Colonial Revival house – See Exhibit E, Figure 604 for examples of Colonial Revival building massing and roof types.
 - 1. Asymmetrical. See Exhibit E, Figure 605 for examples of Colonial Revival asymmetrical houses.
 - 2. Hipped roof with full-width porch. See Exhibit E, Figure 606 for examples of Colonial Revival hipped roof with full-width porch houses.
 - 3. Hipped roof without full-width porch. See Exhibit E, Figure 607 for examples of Colonial Revival hipped roof without full-width porch houses.
 - 4. Side-gabled roof. See Exhibit E, Figure 608 for examples of Colonial Revival side-gabled roof houses.
 - 5. Centered gable. See Exhibit E, Figure 609 for examples of Colonial Revival centered gable houses.
 - 6. Gambrel roof. See Exhibit E, Figure 610 for examples of Colonial Revival gambrel roof houses.
 - 7. Second-story overhang. See Exhibit E, Figure 611 for examples of Colonial Revival second-story overhang houses.

8. One-story. See Exhibit E, Figure 612 for examples of Colonial Revival one-story houses.

g. Tudor – See Exhibit E, Figures 701, 702, 710, 711, 712, 713, and 714 for examples of qualifying Tudor houses.

i. Identifying features – A minimum of four (4) items below shall be present on the Front Elevation in order to qualify as a Tudor house.

1. Steeply pitched roof. See Exhibit E, Figures 701 and 702 for examples of Tudor roofs.
2. Elevation dominated by one or more prominent cross gables. See Exhibit E, Figure 703 for examples of Tudor cross gables. At least one of the types shown in Figure 703 shall be present in order to qualify.
3. Decorative (i.e., not structural) half-timbering. See Exhibit E, Figure 704 for examples of Tudor decorative half-timbering. At least one of the types shown in Figure 704 shall be present in order to qualify.
4. Tall, narrow windows. See Exhibit E, Figure 705 for examples of Tudor windows. At least one of the types shown in Figure 705 shall be present in order to qualify.
5. Massing chimneys. See Exhibit E, Figure 706 for examples of Tudor massing chimneys. At least one of the types shown in the Figure shall be present in order to qualify.
6. Gables with decorated vergeboards or parapeted gables. See Exhibit E, Figure 707 for examples of Tudor gables. At least one of the types shown in Figure 707 shall be present in order to qualify.
7. Doorways with cut stone projecting into surrounding brickwork giving a quoin-like effect, simple round-arched doorways with heavy board-and-batten doors, or Tudor (flattened pointed) arches. See Exhibit E, Figure 708 for examples of Tudor doorways. At least one of the types shown in Figure 708 shall be present in order to qualify.

ii. Building Massing and Roof Types. One shall be present in order to qualify as a Tudor house – See Exhibit E, Figure 709 for examples of Tudor building massing and roof types.

1. Stucco wall cladding. See Exhibit E, Figure 710 for examples of Tudor stucco wall cladding houses.
2. Brick wall cladding. See Exhibit E, Figure 711 for examples of Tudor brick wall cladding houses.

3. Stone wall cladding. See Exhibit E, Figure 712 for examples of Tudor stone wall cladding houses.
4. Wooden wall cladding. See Exhibit E, Figure 713 for examples of Tudor wooden wall cladding houses.
5. Parapeted gables. See Exhibit E, Figure 714 for examples of Tudor parapeted gables houses.

- h. Craftsman – See Exhibit E, Figures 801, 802, 806, 807, 808, and 809 for examples of qualifying Craftsman houses.
- i. Identifying features – A minimum of three (3) items below shall be present on the Front Elevation in order to qualify as a Craftsman house.
 - 1. Low-pitched, gabled or hipped roof with wide, unenclosed eave overhang. See Exhibit E, Figures 801 and 802 for examples of a Craftsman roof.
 - 2. Exposed roof rafters. See Exhibit E, Figure 803 for examples of Craftsman roof rafters.
 - 3. Decorative (false) beams or braces added under gables; porches, either full- or partial-width, with roof supported by tapered square columns. See Exhibit E, Figure 803 for examples of Craftsman decorative (false) beams or braces.
 - 4. Columns or pedestals extend to ground level. See Exhibit E, Figure 804 for examples of Craftsman columns or pedestals. At least one of the types shown in Figure 804 shall be present in order to qualify.
- ii. Building Massing and Roof Types. One shall be present in order to qualify as a Craftsman house – See Exhibit E, Figure 805 for examples of Craftsman building massing and roof types.
 - 1. Front-gabled roof. See Exhibit E, Figure 806 for examples of Craftsman front-gabled roof houses.
 - 2. Cross-gabled roof. See Exhibit E, Figure 807 for examples of Craftsman cross-gabled roof houses.
 - 3. Side-gabled roof. See Exhibit E, Figure 808 for examples of Craftsman side-gabled roof houses.
 - 4. Hipped roof. See Exhibit E, Figure 809 for examples of Craftsman hipped roof houses.

4. Conventional Design Standards. Each dwelling not following a defined architectural design as established in Section 3.4, A, 3 shall conform with the following design standards. Roof design elements shall contribute to no more than two (2) of the required architectural elements for the same elevation. An architectural element used to meet the standards for one elevation shall not contribute as an element on other elevations.
- a. Front Elevation. Each dwelling shall utilize a minimum of six (6) of the following architectural elements on the Front Elevation:
- i. Side load, rear load, or angled ($>15^{\circ}$) garage;
 - ii. Covered front porch at least six (6) feet in width and four (4) feet in depth;
 - iii. Roofline direction change or roofline height change greater than sixteen (16) inches on the dwelling and attached garage (dormers and porches shall not qualify to meet this standard);
 - iv. Wood, concrete fiber board, trim at corners, frieze boards, window and door wraps, and as transitional material between two different exterior materials;
 - v. Decorative shutters or other Enhanced Architectural Window Treatment on all windows, where feasible (a minimum of three (3) windows with shutters are required to meet this provision);
 - vi. Architectural Break, including cantilevered offsets, of at least two (2) feet of relief at two (2) or more points along the Front Elevation, excluding relief for doors and windows and garages (homes incorporating two (2) or more Architectural Breaks shall be deemed to have met two (2) of the element requirements);
 - vii. Primary Roof Pitches of 8/12 or greater and Secondary Roof Pitches of 10/12 or greater;
 - viii. Masonry, EIFS, stucco, cultured stone material on a minimum of the first floor or twenty-five percent (25%) of the total elevation, exclusive of windows and doors;
 - ix. Separate overhead garage door for each car space;
 - x. Roof design featuring hip roof, dormers (a minimum of two (2) dormers), a reverse gable, a shed roof accent, or two (2) or more roof planes;

- xi. Architecturally-treated Entranceways (for homes without a front porch) consistent with the architectural design of the home;
- xii. Bay window(s);
- xiii. Transom window(s);
- xiv. Veranda/balcony;
- xv. Architecturally-enhanced Articulated Trim Moldings (e.g. fipons above windows); or
- xvi. Exterior chase Masonry fireplace.

- b. Side Elevation. Each dwelling shall utilize a minimum of three (3) of the following architectural elements on each side elevation. Side elevations that face Public Ways on corner lots, or Open/Green Space on Mew Lots, shall utilize a minimum of five (5) of the following architectural elements on said side elevation:
- i. Side load, rear load, or angled ($>15^{\circ}$) garage;
 - ii. Hip roof;
 - iii. Roofline direction change OR roofline height change greater than sixteen (16) inches OR two or more roof planes;
 - iv. Architectural Break, including cantilevered offsets, of at least two (2) feet of relief at two (2) or more points along the side elevation, excluding relief for doors and windows and garages (homes incorporating two (2) or more Architectural Breaks shall be deemed to have met two (2) of the element requirements);
 - v. Masonry, EIFS, stucco, cultured stone material a minimum of eighteen (18) inches in height the entire length of the elevation or a five (5) foot return on the first floor;
 - vi. Three (3) or more windows on the elevation;
 - vii. Side yard landscaping to include at least one (1) tree a minimum of six (6) feet in height at the time of planting and three (3) shrubs three (3) feet in height at the time of planting;
 - viii. Bay window(s);
 - ix. Transom window(s);
 - x. Veranda/balcony;
 - xi. Architecturally-enhanced Articulated Trim Moldings (e.g. fipons above windows);
 - xii. Exterior chase fireplace;
 - xiii. Architectural Treatment on Gable Ends; or
 - xiv. Sunroom or screened porch.

c. Rear Elevation. Each dwelling shall utilize a minimum of three (3) of the following architectural elements on the rear elevation. Rear elevations that face exterior Public Ways, and which are located within fifty (50) feet of that Public Way, shall utilize a minimum of five (5) of the following architectural elements on said rear elevation:

- i. Covered open or screened porch (minimum size ten (10) foot by ten (10) foot, includes porches with arbor or similar roof treatments);
- ii. Shutters on all windows, where they can fit (a minimum of three (3) windows with shutters are required);
- iii. Architectural Break, including cantilevered offsets, of at least two (2) feet of relief at two (2) or more points along the rear elevation, excluding relief for doors and windows and garages (homes incorporating two (2) or more Architectural Breaks shall be deemed to have met two (2) of the element requirements);
- iv. Masonry, EIFS, stucco, cultured stone material a minimum of eighteen (18) inches in height the entire length of the elevation or a five (5) foot return on the first floor;
- v. Hip roof;
- vi. Elevated deck a minimum of twenty-four (24) inches above finish grade;
- vii. Roofline direction change OR roofline height change greater than sixteen (16) inches OR two (2) or more roof planes;
- viii. Bay window(s);
- ix. Transom window(s);
- x. Veranda/balcony;
- xi. Rear yard landscaping to include at least two (2) trees, one of which shall be an evergreen tree (a minimum of six [6] feet in height at the time of planting) and at least one of which shall be a deciduous tree (a minimum of 2" caliper 12 inches above finished grade) and five (5) shrubs (a minimum of three [3] feet in height at the time of planting).
- xii. Architecturally-enhanced Articulated Trim Moldings (e.g. fipons above windows);
- xiii. Exterior chase fireplace; or

xiv. Architectural Treatment on Gable Ends.

- d. Garage Doors. A maximum of 120 dwellings that follow the Conventional Design Standards detailed in Section 3.4,A,4 may have garage doors that are not Architectural Garage Doors. All other dwellings that follow the Conventional Design Standards shall have Architectural Garage Doors.

B. The following architectural standards apply to all dwellings within the Single Family Residential District.

1. On homes with front load garages, the garage door shall be recessed behind the primary plane of the Front Elevation of the home a minimum of two (2) feet.
2. Building Materials. Permitted exterior building materials shall include: cultured stone, Masonry, wood, EIFS, stucco, and concrete fiber board. Vinyl or aluminum clad windows with wood (or wood composite material) exterior trim shall be permitted. Vinyl and aluminum siding are prohibited.
3. Windows.
 - a. A dwelling shall have a minimum of three (3) windows on the Front Elevation of the structure.
 - b. A dwelling shall have a minimum of two (2) windows on each side elevation. A door on the side elevation shall meet the requirements of one window.
 - c. A dwelling shall have a minimum of three (3) windows on the rear elevation.
 - d. A double window (a single window unit a minimum of four (4) feet in width with two windows side by side) shall count as two windows.
4. The minimum slope of the Primary Roof Pitch shall be 6/12. Secondary Roof Pitches such as porches, bays, walkways, etc., may be covered with a lower roof pitch.
5. Roof overhangs shall be required and shall be a minimum of 8 inches. Elements such as porches, bays, walkways, etc. may be covered with fewer inches of overhang.
6. Roof vents shall be located to the rear of the dwelling. All vents shall be positioned to be minimally visible from the street and shall be painted to match the roofing material, black, or for those made of metal, left natural or painted to match the roofing material.

Section 3.5. Additional Standards.

- A. The maximum number of single family detached dwellings shall be seven hundred ten (710).
- B. Single family detached dwellings shall comply with the variety requirements illustrated below:

	3	3
	2	2
	1	1
Subject Dwelling		1
	1	1
	2	2
	3	3

Dwelling	May be Same Front Elevation as Subject Dwelling	May be Same Color Package as Subject Dwelling
1	No	No
2	Yes	No
3	Yes	Yes

**INTERLOCAL AGREEMENT BY AND AMONG HAMILTON COUNTY, FISHERS,
WESTFIELD, NOBLESVILLE AND CARMEL, INDIANA REGARDING POLICE
SERVICES**

WITNESS THAT:

WHEREAS, the Hamilton County Sheriff's Department ("Sheriff's Department"), Westfield Police Department ("Westfield PD"), Carmel Police Department ("Carmel PD"), Noblesville Police Department ("Noblesville PD") and Fishers Police Department ("Fishers PD") work together to best serve and protect all Hamilton County, Indiana ("Hamilton County") residents;

WHEREAS, the Sheriff's Department, Westfield PD, Carmel PD, Noblesville PD and Fishers PD (individually, "Department" or collectively, "Departments") often provide mutual assistance to each other in the areas of including but not limited to emergency response team support, dive team support, and any general police support function requested ("Police Services");

WHEREAS, upon request, the Departments assist each other with Police Services outside the individual Department's jurisdictional boundary;

WHEREAS, to continue to efficiently and effectively provide Hamilton County residents the highest level of protection and Police Services, the Departments desire to continue assisting one another; and

WHEREAS, Fishers, Noblesville, Westfield, Carmel and Hamilton County (individually "Unit" or collectively, "Units") desire to enter into this Interlocal Agreement to set forth their respective Department's obligations and liabilities concerning providing Police Services in conjunction with and to other Departments.

IT IS HEREBY AGREED by the Departments as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1.

ARTICLE II. ASSISTANCE

The Units agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III. MUTUAL AID

The Units agree that their Departments shall use their best efforts to provide Police Services when requested by the Department of another Unit outside of their local jurisdiction. Notwithstanding the foregoing, the Units acknowledge and agree that circumstances or events within their local jurisdiction may determine whether their Department is available to respond to requests to provide Police Services outside their local jurisdiction. Accordingly, this Agreement shall not be construed to require a Department to respond to a request for Police Services.

ARTICLE IV. TERM

This Agreement is effective upon execution by all Units (“Commencement Date”) and shall continue in effect for three (3) years (the “Term”). This Agreement may be continued for additional Terms or terminated upon mutual agreement of the parties.

ARTICLE V. LIABILITY AND INSURANCE

The Departments acknowledge and agree that each Police member performs functions and at all times operates under the direction and supervision of the Department that employs the member. Pursuant to Ind. Code § 36-1-7-7(a), each Police Member engaged in activities authorized by the Unit they are assisting are subject to all provisions of law as if they were providing Police Services within their own jurisdiction, and each Department remains responsible for the conduct of its Police members, their medical expenses, for worker’s compensation and all other benefits to which a member is entitled pursuant to Ind. Code § 36-8-12 *et. seq.*

ARTICLE VI. TERMINATION

Any Department may terminate their participation in the Agreement upon written notice to each of the other Departments.

ARTICLE VII. GENERAL TERMS

7.1. Law of Indiana. This Agreement has been executed under and shall be governed by the laws of the State of Indiana.

7.2 Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

7.3. Partial Invalidity. If any provision of this Agreement is invalid or unenforceable to any extent, then that provision shall be deemed modified to the extent necessary to render that provision enforceable, and the remainder of the Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.

7.4 Voluntary Agreement. The individuals executing this Agreement on behalf of the Departments acknowledge and agree that they have has read and understand the terms, conditions and provisions of this Agreement.

7.5. Modifications. This Agreement may not be changed or modified unless mutually agreed upon in a writing signed by an authorized representative of each party. The term “Agreement” shall mean and encompass all extensions, renewals and modifications.

IN WITNESS WHEREOF, the duly elected and/or appointed officials of the parties to this Agreement have signed this Interlocal Agreement on the dates set out herein.

ALL OF WHICH IS ORDAINED by the Town Council of the Town of Fishers,
Indiana, this ____ day of _____, 2014.

TOWN COUNCIL OF THE TOWN OF FISHERS,
HAMILTON COUNTY, INDIANA

AYE

NAY

	John W. Weingardt, President	
	C. Pete Peterson, Vice President	
	Scott A. Faultless, Member	
	Stuart F. Easley, Member	
	David C. George, Member	
	Michael L. Colby, Member	
	Renee L. Cox, Member	

ATTEST: _____ DATE: _____
Linda Gaye Cordell, Clerk-Treasurer
Town of Fishers, Indiana

Approved by: Jennifer C. Messer, Town Attorney, Church, Church, Hittle and Antrim

ALL OF WHICH IS ORDAINED by the Board of Commissioners of Hamilton County,
Indiana, this ____ day of _____, 2014.

**BOARD OF COMMISSIONERS
OF HAMILTON COUNTY**

Steven C. Dillinger

Christine Altman

Mark E. Heirbrandt

ATTEST:

Dawn Coverdale, Auditor

ALL OF WHICH IS ORDAINED by the Common Council of the City of Noblesville,
Indiana, this ____ day of _____, 2014.

CITY OF NOBLESVILLE COMMON COUNCIL,
HAMILTON COUNTY, INDIANA

AYE

NAY

	Roy Johnson, President	
	Brian Ayer, Member	
	Jeff Zeckel, Member	
	Stephen C. Wood, Member	
	Rick Taylor, Member	
	Mark Boice, Member	
	Greg, O'Connor Member	

ATTEST

Janet Jaros, Clerk Treasurer

DATE: _____

I hereby certify that ORDINANCE _____ was delivered to the Mayor of Noblesville
on the _____ day of _____, 2014

Janet Jaros, Clerk Treasurer

I hereby _____ ORDINANCE _____

This _____ day of _____, 2014

John Ditslear, Mayor

ALL OF WHICH IS ORDAINED by the Common Council of the City of Carmel,
Indiana, this ____ day of _____, 2014.

CITY OF CARMEL COMMON COUNCIL,
HAMILTON COUNTY, INDIANA

AYE

NAY

	Eric Seidensticker, President	
	Carol Schleif, Member	
	Sue Finkam, Member	
	Luci Snider, Member	
	Ron Carter, Member	
	Kevin Rider, Member	
	Rick Sharp, Member	

ATTEST

Diana L. Cordray, Clerk Treasurer

DATE: _____

I hereby certify that ORDINANCE _____ was delivered to the Mayor of Carmel on the
_____ day of _____, 2014

Diana L. Cordray, Clerk Treasurer

I hereby _____ ORDINANCE _____

This _____ day of _____, 2014

Jim Brainard, Mayor

ALL OF WHICH IS ORDAINED by the City Council of the City of Westfield,
Indiana, this ____ day of _____, 2014.

CITY OF WESTFIELD CITY COUNCIL,
HAMILTON COUNTY, INDIANA

AYE

NAY

	Jim Ake	
	Chuck Lehman	
	Steven Hoover	
	Robert L. Horkay	
	Robert J. Smith	
	Cindy Spoljaric	
	Robert W. Stokes	

ATTEST

Cindy J. Gossard, Clerk Treasurer

DATE: _____

I hereby certify that ORDINANCE _____ was delivered to the Mayor of Westfield on
the _____ day of _____, 2014

Cindy J. Gossard, Clerk Treasurer

I hereby _____ ORDINANCE _____

This _____ day of _____, 2014

J. Andrew Cook, Mayor

WARRANTY DEED

Form WD-1
Revised 07/2014

Project:	0900029
Code:	N/A
Parcel:	5
Page:	1 of 4

THIS INDENTURE WITNESSETH, That the City of Westfield, the Grantor(s) of Hamilton County, State of Indiana Convey(s) and Warrant(s) to the **CITY OF WESTFIELD**, the Grantee, for and in consideration of the sum of one Dollars (\$1.00) (of which said sum \$1.00 represents land and improvements acquired and \$0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Hamilton, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

Interests in land acquired by the
City of Westfield, Indiana
Grantee mailing address:
2706 East 171st Street
Westfield, Indiana 46074
I.C. 8-23-7-31

Form WD-1
Revised 07/2014

Project:	<u>0900029</u>
Code:	<u>N/A</u>
Parcel:	<u>5</u>
Page:	<u>2 of 4</u>

The undersigned represents and warrants that Andy Cook, the Mayor of the Grantor, that pursuant to resolution of the City Council he has full authority to manage the affairs of said City and sign and execute documents on its behalf and that said authority has not been revoked, and that he is therefore, fully authorized and empowered to convey to the City of Westfield real estate of the City, and that on the date of execution of said conveyance instruments he had full authority to so act.

The grantor(s) assume(s) and agree(s) to pay the 2013 payable 2014 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the City in the event of any non-payment.

Form WD-1
Revised 07/2014

Project:	0900029
Code:	N/A
Parcel:	5
Page:	3 of 4

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument
this _____ day of _____, 2014.

City of Westfield, Indiana

Signature _____ (Seal)

Andy Cook, Mayor
Printed Name

STATE OF: INDIANA:

SS:

COUNTY OF HAMILTON:

Before me, a Notary Public in and for said State and County, personally appeared Andy Cook, Mayor, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2014.

Signature _____

Printed Name _____

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by and I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

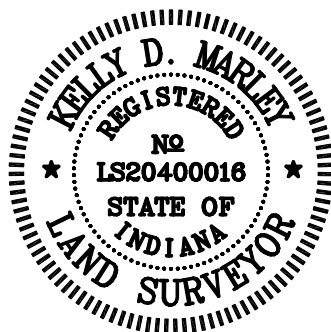
Brian Zaiger
Attorney No. 15681-29
City Attorney, City of Westfield
130 Penn
Westfield, IN 46074

EXHIBIT "A"

Sheet 1 of 2

Project: Monon Trail, Phase 6
Des. 0900029
Parcel: 5 Fee
Parcel ID: 29-05-25-000-057.003-015

A part of the South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southeast corner of said quarter section, designated as point "505" on the Location Control Route Survey Plat recorded as Instrument 2013057006 in the Office of the Recorder of said county; thence North 00 degrees 02 minutes 30 seconds East (basis of bearings is said Location Control Route Survey Plat) 550.00 feet along the east line of said quarter section to a southeast corner of the grantor's land; thence South 89 degrees 10 minutes 59 seconds West 6.45 feet along a south line of the grantors land to the point of beginning of this description, which point of beginning is designated as point "726" on said Parcel Plat; thence continuing South 89 degrees 10 minutes 59 seconds West 60.01 feet along said south line; thence North 01 degree 41 minutes 08 seconds West 30.84 feet to point "728" designated on said Parcel Plat; thence Northwesterly 759.06 feet along an arc to the left and having a radius of 2,787.42 feet and subtended by a long chord having a bearing of North 09 degrees 29 minutes 12 seconds West and a length of 756.72 feet to the north line of said half-quarter section; thence North 88 degrees 58 minutes 33 seconds East 62.45 feet along said north line; thence Southeasterly 757.91 feet along an arc to the right and having a radius of 2,847.42 feet and subtended by a long chord having a bearing of South 09 degrees 18 minutes 39 seconds East and a length of 755.68 feet to point "727" designated on said Parcel Plat; thence South 01 degree 41 minutes 08 seconds East 31.75 feet to the point of beginning and containing 1.088 acres, more or less.



This description was prepared for the
City of Westfield, Indiana
on the 3rd day of December, 2013.

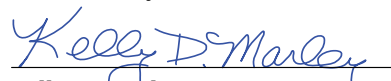

Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016

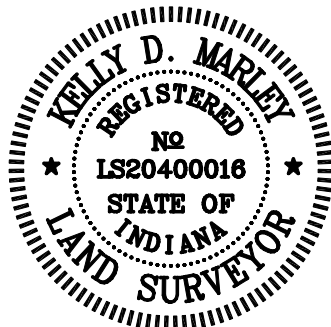


EXHIBIT "A"

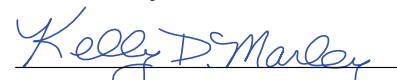
Sheet 2 of 2

Project: Monon Trail, Phase 6
Des. 0900029
Parcel: 5A Fee
Parcel ID: 29-05-25-000-058.000-015

A part of the Southwest Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning on the north line of said quarter section at a point North 88 degrees 46 minutes 07 seconds East 1,763.77 feet from the northwest corner of said quarter section, designated as point "401" on the Location Control Route Survey Plat recorded as Instrument 2013057006 and corrected in an Affidavit of Correction recorded as Instrument 2013067270 all in the Office of the Recorder of said county (basis of bearings is said Location Control Route Survey Plat), which point of beginning is a northeast corner of the grantor's land on the center line of the abandoned CSX Railroad (formerly the Monon or C.I. &L. Railroad); thence South 33 degrees 30 minutes 30 seconds East 703.86 feet along said center line to point "605" designated on said Route Survey Plat; thence along said center line Southeasterly 806.36 feet along an arc to the right and having a radius of 2,817.42 feet and subtended by a long chord having a bearing of South 25 degrees 18 minutes 33 seconds East and a length of 803.61 feet to the north line of the South Half of said quarter section; thence South 88 degrees 58 minutes 33 seconds West 31.24 feet along said north line; thence Northwesterly 789.11 feet along an arc to the left and having a radius of 2,787.42 feet and subtended by a long chord having a bearing of North 25 degrees 23 minutes 54 seconds West and a length of 786.48 feet to point "730" designated on said Parcel Plat; thence North 33 degrees 30 minutes 30 seconds West 722.80 feet to the north line of said quarter section; thence North 88 degrees 46 minutes 07 seconds East 35.48 feet along said north line to the point of beginning and containing 1.041 acres, more or less, inclusive of the presently existing right-of-way which contains 0.007 acres, more or less, for a net additional taking of 1.034 acres, more or less.



This description was prepared for the
City of Westfield, Indiana
on the 3rd day of December, 2013.


Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016

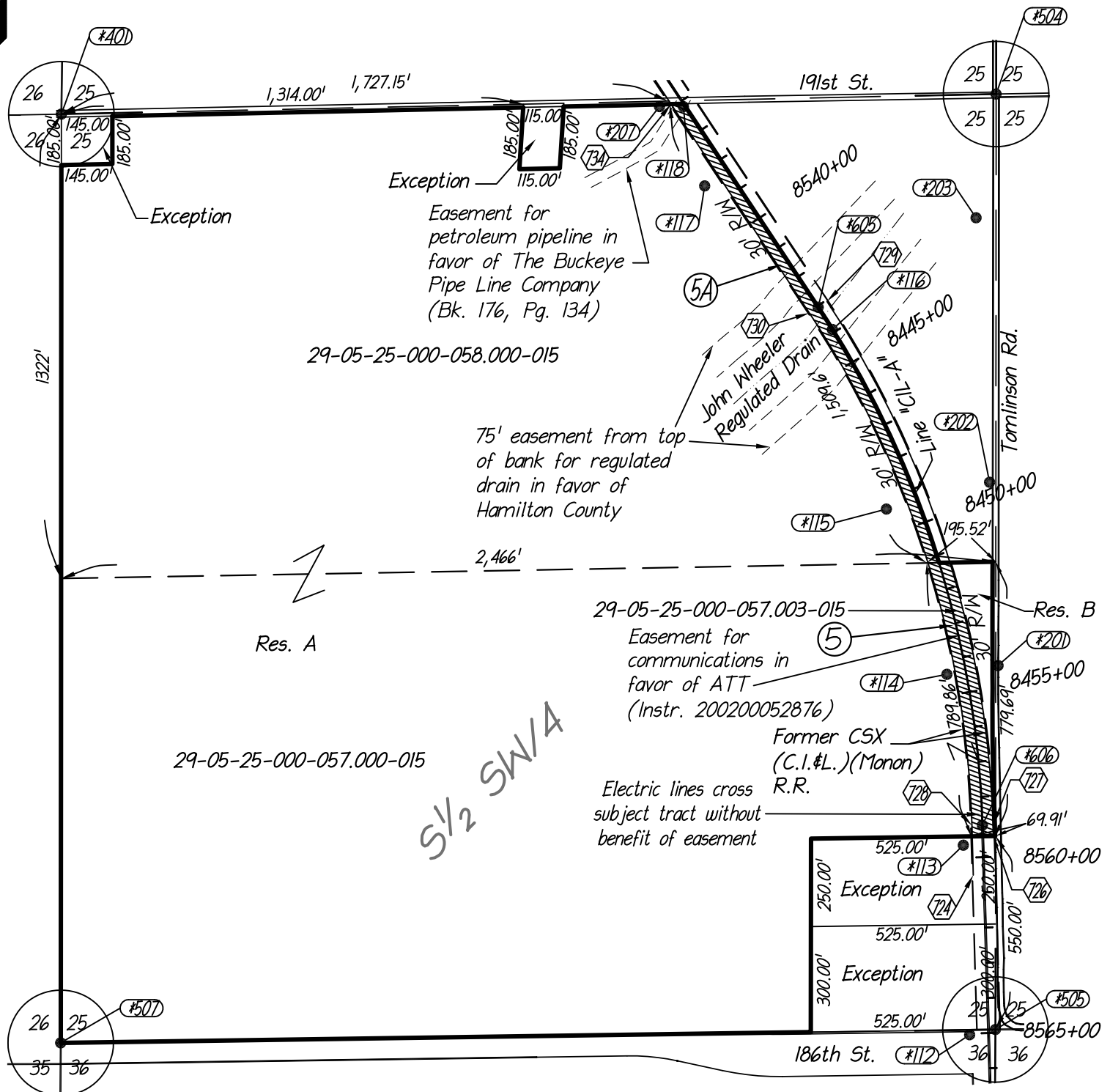


RIGHT-OF-WAY PARCEL PLAT

Prepared for the the City of Westfield, Indiana
by USI Consultants, Inc. (Job #2013-093)

0' 100' 200' 400'

SCALE 1" = 400'



PARCEL: 5 OWNER: CITY OF WESTFIELD

DES NO.: 0900029

PROJECT: MONON TRAIL

COUNTY: HAMILTON

SECTION: 25

TOWNSHIP: 19 N.

RANGE: 3 E.



HATCHED AREA IS THE APPROXIMATE TAKING

DRAWN BY: K.D. MARLEY 11-18-2013

CHECKED BY: D.R. WEST 11-19-2013

INSTR. 200300126946 DATED 12-24-2003

INSTR. 2011014330 DATED 3-8-2011

INSTR. 2012002451 DATED 12-16-2011

INSTR. 2012002450 DATED 12-16-2011

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS.

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

SHEET 2 OF 2

Prepared for the the City of Westfield, Indiana
by USI Consultants, Inc. (Job #2013-093)

Parcel Coordinate Chart					
Point	Line	Station	Offset	Northing	Easting
724	"CIL-A"	8560+50.00	30.00' Rt.	1752342.7187	196332.4429
726	"CIL-A"	+P 8559+40.75	30.00' Lt.	1752453.6878	196389.2037
727	"CIL-A"	+P.T. 8559+09.00	30.00' Lt.	1752485.4224	196388.2699
728	"CIL-A"	+P.T. 8559+09.00	30.00' Rt.	1752483.6577	196328.2959
729	"CIL-A"	+P.C. 8443+16.00	30.00' Lt.	1753973.6172	195916.2749
730	"CIL-A"	+P.C. 8443+16.00	30.00' Rt.	1753940.4937	195866.2466
734	"CIL-A"	+P 8535+91.53	30.00' Rt.	1754534.3916	195473.0288

Stations & offsets control over both north & east coordinates and bearings & distances

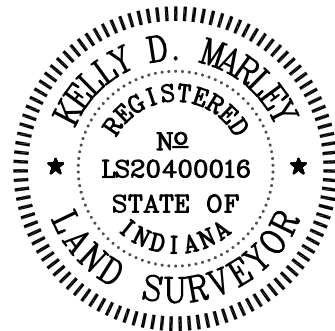
For alignments and points designated with "" see the Location Control Route Survey recorded in Instrument 2013057006 & the Affidavit of Correction recorded in Instrument 2013067270

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument 2013057006 & the Affidavit of Correction recorded in Instrument 2013067270 in the Office of the Recorder of Hamilton County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

Kelly D. Marley

Kelly D. Marley Dated 12-3-2013
Reg. Land Surveyor No. LS20400016
State of Indiana



PARCEL: 5 **OWNER:** CITY OF WESTFIELD
DES NO.: 0900029
PROJECT: MONON TRAIL
COUNTY: HAMILTON
SECTION: 25
TOWNSHIP: 19 N.
RANGE: 3 E.

DRAWN BY: K.D. MARLEY 11-18-2013
CHECKED BY: D.R. WEST 11-19-2013

ORDINANCE 14-52

AN ORDINANCE AMENDING CERTAIN FEES REQUIRED BY THE WESTFIELD PARKS DEPARTMENT

WHEREAS, The City of Westfield, (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”); and,

WHEREAS, The City maintains and operates the Westfield Parks Department for the general benefit of the public; and,

WHEREAS, it is the duty and the responsibility of the Council to consider and adopt legislation outlining the fees that are required for the orderly and efficient operation of the Westfield Parks Department; and,

WHEREAS, this Council finds that there is a need to amend the schedule of fees for use by the Westfield Parks Department.

NOW, THEREFORE, BE IT ORDAINED by the Westfield City Council meeting in session as follows:

Section 1. That upon review of the schedule of fees, attached hereto as Exhibit “A” and incorporated herein, the Council finds that the fees are justified, reasonable and necessary for the responsible operation of the Westfield Parks Department.

Section 2. That the Director of the Westfield Parks Department is hereby authorized to charge and collect the fees as adopted and to create any and all policies necessary to carry out the fair and equitable application of the fees to the general public.

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS ORDAINED THIS ____ DAY OF _____ 2014.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 14-52 was delivered to the Mayor of Westfield

on the _____ day of _____, 2014, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 14-52 I hereby VETO ORDINANCE 14-52

this _____ day of _____, 2014. this _____ day of _____, 2014.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

(PK 05-11) Fee
Schedule 2015

Westfield Parks & Recreation

SHELTER RENTALS

All Park shelters are \$45.00 for 4 hours

ANNUAL FARM LAND RENTAL- OSBORNE PARK
\$150/acre for 20 acres

SPECIAL EVENT RENTAL FEES -Accessed per event see Special Event Policy
PK 01-11

PROGRAMMING FEES – Fees will range from \$5 to \$200 depending on the
operating costs and processing fees associated with the program

Revised 11-04-14

Policy: PK 01-11
Policy Title: Westfield Parks & Recreation Special Event Policy
Policy Purpose: Establish Non-Park Special Event Protocol
Implementation Date: March 1, 2011
Revision Date: ~~January 1, 2011~~

Commented [EC1]: January 1, 2015

**CITY OF WESTFIELD
PARKS AND RECREATION DEPARTMENT
NON-CITY SPONSORED SPECIAL EVENT POLICY**

A. Purpose and Intent

1. The Westfield Parks and Recreation Department assists in bringing group events to Westfield that contribute to the community's quality of life. In the continuing efforts by the City to provide the public with quality recreational choices in well maintained, clean, and safe parks, Westfield has developed the following standard operating procedures to review requests for Special Events to be held in the City Parks.
2. Park facilities may be made available for non park related uses consistent with the policies herein and subject to availability.

B. Definition

1. Special Event.

"Special Event" means a group activity including, but not limited to, a performance, meeting, assembly, contest, exhibit, ceremony, parade, athletic competition, reading, or picnic involving more people than an individual shelter rental could accommodate or a group activity in which a specific park space is requested to be reserved. Special Events are not defined as casual park use by visitors or tourists, or individual shelter rental.

C. Uses

1. Priority shall be given to groups and individuals whose request reflects significant community interest and general value. The Westfield Parks Director or his/her designee will review and balance each request. The Westfield Parks Director or designee reserves the right to refuse rental/use.
2. Applicants wishing to use the park facilities shall meet requirements as outlined in the Eligible User Groups as developed by the Westfield Parks and Recreation Department.

C. Consideration

1. Scheduling priority will be given according to the order indicated below with Group 1 having the first priority and Group 4 having the last. Scheduling will be on a first come, first served basis within a group. A Group 1 organization may bump a lower priority group with a one month or greater notification.
2. In order to recover some of the costs associated with special events, Special Event Public Safety and Maintenance Fees may be charged.
3. The Westfield Parks Director reserves the right to waive rental fees.
4. Facilities shall be available for only non profit uses. Any exceptions shall be at the sole discretion of the Westfield Parks Director or designee and shall be evaluated by the benefit to the public.
5. In an emergency, the Parks Department shall cooperate with recognized state or federal agencies in the use of all park facilities without charge, superceding all other scheduled events and uses.
6. Special Events such as weddings or funerals shall be scheduled under exceptional conditions and as schedules allow.
7. City employees wishing to host a special event other than a shelter rental for individual use will adhere to this same policy.

F. Eligible User Groups

Group 1: Direct City Related Activities E.g. City Department meetings, classes, special events, or activities	No Rental Fee No Maintenance Fee No Public Safety Fee
Group 2: Joint Sponsored Events E.g. DWA, Washington Township Parks Department, Hamilton County Parks Department, Schools and Education Foundation, Library	No Rental Fee No Maintenance Fee No Public Safety Fee
Group 3: Civic and Service Organizations, Non-Profits E.g. Scouts, 4-H Clubs, Youth Athletics, Youth Organizations, Rotary, Lions, Kiwanis, Churches, Chamber of Commerce, other Community Groups	Rental Fee Maintenance Fee Public Safety Fee (if necessary)
Group 4: Private Businesses, Organizations, and Citizens Acceptable events will be determined by Parks & Recreation Director	Rental Fee Maintenance Fee Public Safety Fee (if necessary)

G. Application Procedure

1. All requests should be made in writing using the **Permit for Special Event Use** form (Exhibit B) and submitted to the Westfield Parks and Recreation Administration Office at a minimum of 30 days prior to the requested event date. Applications are available online at the Westfield Parks and Recreation website below; at City Service Center – Customer Service and at the Westfield Parks and Recreation Administration Office.

<http://www.westfield.in.gov/parks>

Please note: if a large scale event (an event with estimated 500+ people in attendance) is being proposed, you may need as much as one year's preparation.

2. The application must state the specific time and date of the event as well as all facility needs to be furnished by the City.
3. The Westfield Parks Director will determine the merits of the application and availability of the location. A copy of the signed application will be given to the Westfield Fire Department, Westfield Police Department, and the Westfield Public Works Department for their comments regarding public safety and to determine if any public safety and maintenance fees will be charged.
4. Upon approval of the special event, all rental, maintenance and public safety fees will be invoiced with the due date indicated on the invoice.
5. All sales are final and nonrefundable. A refundable damage deposit of \$200 is required for all special events. If alcohol is served, the deposit increases to \$600. The damage deposit should be paid with a separate check from any rental and public safety fees. Renters agree to be responsible for any additional charges incurred or damages caused by renter's activities.
6. Upon receipt of certificate of insurance (please see Section H), and payment of damage deposit and fees, a copy of the approved application will be returned to serve as the permit.
7. Permits granted may be subject to cancellation at any time by the Westfield Parks Director or his/her designee.

H. Insurance and Liability

1. Any group using the Westfield City Parks for any purpose must provide a certificate of insurance showing proof of liability insurance in the amount of \$100,000 property damage per occurrence and \$1,000,000 bodily injury per occurrence naming the City of Westfield as an additional insured.

2. The requesting party shall protect and hold harmless the City of Westfield and its **elected officials, employees, staff and representatives, and each of them**, from any and all claims, suits, liabilities, damages or causes of action of any kind, provided such person was acting in the discharge of his/her duties.

I. Rules and Regulations

1. Applicants shall comply with all Rules of Park Operations set forth in – Ordinance 10-28 PK 02-11. A copy is posted on the Parks Department webpage and is available upon request.
2. Holders of permits shall confine their use strictly to the specific area approved and will not be permitted to use any other space, equipment or apparatus unless it is approved in the application.
3. The applicant and his/her organization shall be held strictly accountable for complying with the rules and regulations that govern use of the City Parks, and shall be responsible for damages, losses, or accidents, which might occur while the organization is using the site. If proper care is not exercised, the continued use of the City Parks may be denied.
4. The sponsoring organization must provide adequate supervision and must ensure visitors use only the areas approved for rental/use. The organization will also provide all necessary supporting personnel such as medical personnel, parking attendants, set up and cleanup crews. A Public Safety fee may be charged if these services are deemed necessary to be provided by the City.
5. It is the sole responsibility of the user to secure additional trash receptacles or have trash hauled away if park containers will not accommodate the needs of the event. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. The Westfield Parks and Recreation Administration will determine if the size of the event requires a rental of an outside dumpster. Dumpsters are only to be placed in designated areas approved by the Westfield Parks and Recreation Administration.
6. The sponsoring organization is required to provide portable restrooms if the special event will have attendance of over 500 persons. The requirement is one portable restroom per 500 attendees. At least one in every three rented must be handicap accessible. Delivery must be at the latest date and time possible prior to the event and removed from Park property no later than 24 hours after the event. Westfield Parks and Recreation Department is not responsible for any damage to portable restrooms. Portable restrooms are to be placed only in designated areas approved by Westfield Parks and Recreation Administration. Vendors are responsible for any water supply hoses.

7. Vehicles are not allowed on Park property that is not designated for parking. Deliveries or setup needs that require a vehicle to enter the park must be approved in advance by the Westfield Parks and Recreation Administration.
8. The sponsoring organization is responsible for providing information if tents are being proposed as part of the event set-up and for calling in utility locates to prevent interference with irrigation, fiber and utility infrastructures.
9. Users are encouraged to exercise Universal Precautions (Universal Precautions refers to the practice, in medicine, of avoiding contact with bodily fluids, by means of wearing medical gloves, goggles and face shields) and to have the necessary emergency first aid kits issued to their members.
10. A report of any personal injury must be submitted to the Westfield Parks and Recreation Administration Office by the person securing the permit within 24 hours after an injury.
11. Property damage must be reported immediately to the City representative on duty, and an itemized list of any property damage must be provided to the Westfield Parks and Recreation Administrative Office by the person securing the permit within 24 hours after any such damage.
12. No signs, displays, or materials may be attached, nailed or otherwise affixed to shelters, trees, buildings or existing signs.
13. For temporary signage at locations outside of the park, or road closures or blockages, the sponsoring organization must obtain an Encroachment Permit through the City of Westfield Community Development Department, which may carry an additional fee. The Encroachment Permit Application is available online at www.westfield.in.gov or at the City Service Center. Please allow ten (10) working days from receipt for approval.
14. No Park fixtures may be moved without consent of the Westfield Parks Director.
15. The use of special equipment, including but not limited to, cooking equipment, musical instruments, and public address systems and sports equipment will be reviewed per application.
16. Alcohol use is restricted and will be reviewed per application. All necessary licensing and insurance is required. If approved, the damage deposit increases from \$200 to \$600.
17. Use of the Park facilities will be terminated if the City determines the use is being diminished or compromised by the rental organization.
18. No group may monopolize more space and time than is needed to meet the needs of the approved event.

19. Failure to comply with these rules and regulation will be sufficient reason to cancel future privileges.

20. No Park Facility may be used for a special event without the presence of a City representative.

J. Fees and Charges

1. See Exhibit A.
Titled: CITY OF WESTFIELD PARKS AND RECREATION DEPARTMENT
SPECIAL EVENT FEES AND CHARGES

**EXHIBIT A
CITY OF WESTFIELD
PARKS AND RECREATION DEPARTMENT
SPECIAL EVENT FEES AND CHARGES
(PK 01-11)**

Asa Bales Park – North (205 W. Hoover Street) **\$150** for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged.

Amenities include: three shelters, fourteen picnic tables, large permanent grill, drinking fountain, restrooms, skate park, playground, large open grass field, lots of trees, creek, paved trails and paved parking lot (twenty spaces). Asa Bales North is located across the street from Westfield High School, next to the Westfield Middle School, the Public Library and just two blocks from Freedom Trail Park.

Asa Bales Park – South (200 Camilla Court) **\$100** for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: playground, natural amphitheater, paved trail, lots of trees, creek, paved parking lot (eighteen spaces), and paved trail access from Union Street.

Freedom Trail Park Fields (500 Deer Walk Trace) **\$200** for up to four (4) hours, **\$20** for each additional hour. This includes use of three football fields. The fields can be rented individually for \$100 for up to four (4) hours, \$20 for each additional hour.

Freedom Trail Park Play Area (500 Deer Walk Trace) **\$150** for up to four (4) hours, **\$20** for each additional hour. Amenities include: all inclusive playground, sensory garden, paved and gravel trails, prairie establishment, and a paved parking lot.

Hadley Park (100 W. Main Street) **\$40** for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Hadley Park is a small intimate space ideal for small weddings or small gatherings. It is located in the center of downtown Westfield. Amenities include: a portico, benches, memorial brick walkway, beautiful gardens, and trees. It is adjacent to Asa Bales Park.

Quaker Park (17501 Dartown Road) **\$150** for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: Shelters 2, 3 & 4, eighteen picnic tables, playground, splash park, basketball goals, Midland Trace Trail, which includes Born Learning Trail, drinking fountain, permanent grill, restrooms, paved parking (44 spaces), large open grass field, trees, and creek. Shelter #1 cannot be included in special event rentals.

Simon Moon Park (2710 E. 171st Street) **\$100** for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Anyone wanting to rent the shelter and use the Council Circle Fire Pit must apply as a special event. Amenities include: Shelter with six picnic tables, additional picnic tables on top of hill, sledding hill,

Council Circle with Fire Pit, Fire Host (park staff), wood and fuel for fire, fire maintenance and extinguishing of fire, trail connection to Midland Trace Trail, 2-5year old playground, 5-12 year old playground, drinking fountain, permanent grill, paved parking (eight spaces) and additional parking at the City Services Center.

Old Friends Cemetery Park (302 S. Union Street) **\$100** for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged.

Amenities include: 1834 Historical Friends (Quaker) Cemetery in a beautiful serene setting in the heart of downtown Westfield, plaza, gazebo, Martha Doan Memorial Garden, stoned walkways, interpretive signage that shares Westfield's story, benches, drinking fountain, bike racks, adjacent to the Midland Trace Trail and Grand Junction Trail across the street.

Monon Trail - \$100 for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: 12-foot paved asphalt trails with two-foot stone shoulders, drinking fountain, benches, Greyhound Pass Trail Head (1155 E. Greyhound Pass) with parking, bike racks and restrooms, connection to Carmel/Indy Monon Trail and the Midland Trace Trail.

Midland Trace Trail - \$100 for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: Three sections of the trail now open (Carey Road to Union Street; Oak Ridge Road to Quaker Park and Springmill Road toward Ditch); 12-foot paved asphalt trails with two-foot stone shoulders, drinking fountains, benches, bike racks, connections to Simon Moon Park, Old Friends Cemetery Park, Grand Junction Trail/Natalie Wheeler Trail, Downtown Westfield and Quaker Park; parking available at Simon Moon Park and Quaker Park.

Grand Junction Trail - \$100 for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: 10-foot paved asphalt/brick trail with granite shoulder, benches, landscaping and bio-swales, leisure urban feeling; connections to Midland Trace Trail, Natalie Wheeler Trail, Old Friends Cemetery Park, Union Bible College, close proximity to Hadley Park and Asa Bales Park.

Natalie Wheeler Trail - \$100 for up to four (4) hours, **\$20** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: 12-foot paved asphalt trails, connecting to Grand Junction Trail, Cool Creek Park, future Cool Creek Trail extension and Liberty Park. Parking at Liberty Park and Cool Creek Park.

Programming Facility (330 E. Main Street) - **\$100** for up to four (4) hours from 6 a.m. to 3 p.m. Mondays through Fridays, **\$20** for each additional hour. **\$300** for up to four (4) hours on weekends and after 3 p.m. Mondays through Fridays, **\$60** for each additional hour. Based upon the number of attendees, public safety fees may be charged. Amenities include: three rooms, ten 6' tables, 40 folding chairs, 25 children's chairs, two restrooms, on-site parking for 20 vehicles and public parking for 30+ vehicles within a 1-2 minute

walk. The programming facility is located across the street from O.W. Krohn and Associates, and in between Body One and Edward Jones.

NOTE: A refundable damage deposit of \$200 is required for all special events; if alcohol is served, the deposit increases to \$600.

All fees are final and non-refundable. Rental fees include: Clean up prior to event, set up of additional trash receptacles (if needed), and trash removal after the event, any necessary furniture moving and on-site staff during event.

PERMIT FOR SPECIAL EVENT USE
WESTFIELD PARKS AND RECREATION DEPARTMENT

ALL REQUESTS ARE TO BE SUBMITTED AT LEAST 30 DAYS PRIOR TO USE

(Exhibit B-Policy PK 01-11)

TODAY'S DATE: _____ ORGANIZATION: _____

EVENT LOCATION: _____ SPECIFIC AREA: _____

DATE(S): _____ HOURS: _____ APPROX. ATTENDANCE: _____

EVENT NAME: _____ EVENT PURPOSE: _____

Specify, in as much detail as possible, what will be required for the event. Include set up (tents, tables, chairs), technology needs, use of public address systems, power, and who is supplying and setting up this equipment. Also, include event signage. Attach a map of the event layout.

A Certificate of Liability Insurance in the amount of \$100,000 property damage per occurrence and \$1,000,000 bodily injury per occurrence naming the City of Westfield as additional insured required. Certificate is due with payment of damage deposit and fees.

A signed Permit For Special Event Use form must be on file with the Park Administration Office to confirm scheduling of your event.

REPRESENTATIVE _____ ALTERNATE CONTACT NAME & PHONE _____

SIGNATURE OF REPRESENTATIVE _____ MAILING ADDRESS _____

HOME PHONE _____ WORK PHONE _____ CITY/STATE _____ ZIP _____

EMAIL _____ DATE _____

FOR OFFICE USE ONLY:

DEPOSIT AMT: _____ DATE RECEIVED: _____ RENTAL FEE: _____ DATE RECEIVED: _____

PUBLIC SAFETY FEE: _____ DATE RECEIVED: _____ MAINTENANCE FEE: _____ DATE RECEIVED: _____

APPROVED/DENIED: _____

CERTIFICATE OF INSURANCE RECEIVED: _____ PERMIT NUMBER: _____

ORDINANCE 14-53

AN ORDINANCE OF THE CITY OF WESTFIELD INDIANA GOVERNING PAWNSHOPS, SECONDHAND DEALERS, METAL RECYCLING ENTITIES AND SECONDHAND METAL DEALERS.

WHEREAS, pawnshops, secondhand dealers, metal recycling entities and secondhand metal dealers (“Secondhand Entity” or collectively, “Secondhand Entities”) operate throughout central Indiana;

WHEREAS, the City of Westfield, Indiana (“Westfield”) recognizes the business concerns of Secondhand Entities while also seeking to protect Westfield citizens from perpetrators of crimes involving personal property;

WHEREAS, Perpetrators of crimes involving personal property often attempt to sell stolen property to Secondhand Entities;

WHEREAS, Westfield desires to afford the Westfield Police Department (“Police Department”) every lawful means to combat, prevent and investigate crimes involving personal property; and

WHEREAS, to help combat crimes involving personal property, it is necessary for Westfield to adopt an ordinance governing Secondhand Entities.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the city of Westfield, Indiana, meeting in regular session as follows:

Section 1. APPLICABILITY.

This ordinance applies to the owner or operator of any Secondhand Entity or precious metal dealer as defined herein.

For purposes of this ordinance, the term Secondhand Entity does not include:

- (A) Not-for-profit charitable organizations that
 - 1) Do not pay cash for acceptance of secondhand personal property; and
 - 2) Utilize secondhand personal property in furtherance of the charity’s or not-for-profit’s mission.
- (B) Retail Stores that exclusively trade or purchase clothing.

Section 2. REGISTRATION; FEE; BOND.

The owner or operator of any secondhand entity or precious metal dealer shall register with the Police Department, pay a registration fee of \$50 and execute a bond payable to Westfield in the penal sum of \$1,000 with good and sufficient surety, to be approved by the Police Department and conditioned on the applicant agreeing to faithfully observe and conform to all Westfield's regulations and requirements governing secondhand entities (collectively, "registration requirements").

In addition to the registration requirements, precious metal deals shall also register with the Indiana Secretary of the State.

Section 3. LICENSE REQUIREMENT.

No person, firm, corporation, partnership or association shall engage or continue to own or operate a secondhand entity or operate as a precious metal dealer (a) except as authorized by this chapter or (b) without having first satisfied the registration requirements. Further, a precious metal dealer shall register with the Indiana Secretary of State's Office and complete all annual or other filings consistent with IC 24-4-19 et seq., as amended.

Section 4. DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (A) **METAL RECYCLING ENTITY.** Any person who from a fixed location engages in the business of utilizing machinery or equipment for the processing of or manufacturing of iron, steel, or nonferrous metallic scrap and whose principal product is scrap iron, scrap steel or nonferrous metallic scrap for re-melting purposes.
- (B) **PAWN DEALER.** Any person lending money on the deposit or pledge of personal property or who deals in the purchase of personal property on the condition of selling the property back again at a stipulated price.
- (C) **PERSON.** Any individual, firm, corporation, limited liability company, or partnership.
- (D) **PERSONAL PROPERTY.** This term shall include metal, iron, and steel and shall also include jewelry, precious metals, office equipment, household goods, electronic equipment, sporting goods, weapon, guns, tools and coins, as each of those items is defined in the defined in the definition below of **SECONDHAND DEALER.**
- (E) **PRECIOUS METAL.** Used jewelry and other used articles of personal property that: (a) are made of gold, silver, or platinum; and (b) were previously purchased at

retail, acquired by gift, or obtained in some other fashion by a consumer. The term does not include mint issued coins, ingots, or industrial residue or by products that contain gold, silver, or platinum purchased from manufacturing firms.

(F) **PRECIOUS METAL DEALER.** A person who engages in the business of purchasing precious metal for the purpose of reselling the precious metal in any form.

(G) **SECONDHAND DEALER.**

- 1) Any person who engages in the purchase or exchange of secondhand personal property for profit, except set forth in (Section 1.)
- 2) **SECONDHAND PERSONAL PROPERTY** includes, but is not limited to the following:
 - (a) **COINS.** Small pieces of metal, usually flat and circular, authorized for use as money by the United States Department of Treasury or another governmental agency or department,
 - (b) **ELECTRONIC EQUIPMENT.** Televisions, video cameras and receivers, still picture cameras, motion picture cameras and projectors, radios (receiving and sending), digital video disc players, camcorders, tape recorders, cassettes, video tape recorders, stereo equipment, compact disc players, compact discs, video gaming systems, video games, digital video disc players, digital video discs (DVDs), blue-ray disc players, blue-ray discs, portable music devices such as MP3 player, iPods, iPads, and any other electronic equipment.
 - (c) **HOUSEHOLD GOODS.** Washers, dryers furnaces, air conditioners, microwave ovens, kitchen appliances, china, crystal, silverware, flatware, pianos, organ, guitars, and other musical instruments.
 - (d) **OFFICE EQUIPMENT.** Typewriters, calculators, cash registers, copying machines, facsimile machines, telephones, cellular phones, computer hardware, software, computers, computer accessories, including tape and disc drives, printers and storage media.
 - (e) **TOOLS.** Any device used to facilitate manual or mechanical work, including but not limited to cutting, gardening, hand,

machine, power tools and lawn mowers, scooters, 4-wheelers, and other conveyances not registered with the BMV.

(f) **SPORTING GOODS.** Golf clubs, sporting equipment, guns, bows, hunting rifles, and other hunting and personal protection equipment.

(H) **SECONDHAND ENTITY OR SECONDHAND ENTITIES.** Any pawnshop, secondhand dealer, metal recycling entity, secondhand metal dealer or valuable metal dealer, except set forth in **(Section 1)**

(I) **SECONDHAND METAL DEALER.** Any person who operates or maintains a scrap metal yard or other place in which used or previously purchased metal items or scrap metal is collected or kept for shipment, sale or transfer.

(J) **VALUABLE METAL DEALER.** Any person engaged in the business of purchasing and reselling valuable metal either at a permanently established place of business or in connection with a business of an itinerant nature, including junk shops, junk yards, junk stores, auto wreckers, scrap metal dealers or processors, salvage yards, collectors of or dealers in junk, and junk cars or trucks. The term includes a core buyers. The term does not include a person who purchases a vehicle and obtains the title to the vehicle.

Section 5. RECORD OF TRANSACTION.

(A) Except as otherwise provided herein, any person operating a secondhand entity within Westfield's municipal boundaries shall maintain an electronic inventory-tracking system and transmit all information required by this section via computer to the LeadsOnline system ("LeadsOnline").

(B) (1) For pawn dealers and secondhand dealers, the information maintained and transmitted to LeadsOnline shall include:

- a) The date and time of each transaction in which personal property is purchased, pledged or received;
- b) An accurate and detailed description of any and all personal property is purchased or acquired during the regular course of business, including but not limited to the following information:
 1. Trademarks;
 2. Identification numbers;

3. Serial numbers;
 4. Model numbers;
 5. Brand names;
 6. Inscriptions; and
 7. Other identifying marks;
- c) The compensation or amount of money exchanged for each such transaction;
- d) The full name, address, telephone number, date of birth, driver's license number or state issued identification card and digital photograph of the person from whom personal property is acquired. (Copy of driver's license or photograph).
- e) A digital photograph of any item not bearing a unique serial number and purchased or acquired for a sum of money.
- f) Any additional information that the Westfield Chief of Police may reasonably require to ensure compliance with the laws of the State of Indiana or Westfield's ordinances (collectively, "Identifying information")
- 2) The information required to be transmitted to LeadsOnline shall be transmitted within 24 hours of the date and time a purchase or transaction is consummated to LeadsOnline.
- (C)(1) (a) Recycling entities and secondhand metal dealers shall comply with IC 25-37.5-1-2, which provides that every valuable metal dealer in this state shall enter on forms provided by the State Police Department for each purchase of valuable metal the following information:
1. The name and address of the dealer.
 2. The date and place of each purchase.
 3. The name, address, age, and driver's license number or social security number of the person or persons from whom the valuable metal was purchased.
 4. The valuable metal dealer shall verify the identity of the person from whom the valuable metal was purchased by use of government issued photographic identification. The dealer shall enter on the form the type of government issued photographic

identification used to verify the identity of the person from whom the valuable metal was purchased, together with the:

- a. Name of the government agency that issued the photographic identification; and
- b. Identification number present on the government issued photographic identification.

5. The motor vehicle license number of the vehicle or conveyance on which the valuable metal was delivered to the dealer.
6. The price paid for the metal.
7. A description and weight of the valuable metal purchased.
8. The source of the valuable metal.
9. The photograph described in section (C)(2) below.

b) After entering the information required in the section (C) (1), the valuable metal dealer shall require the person or persons from whom the valuable metal is purchased to sign the form and verify its accuracy.

- 2) In addition to collecting the information described in section (C)(1), a valuable metal dealer shall take a photograph of:
 - a) The person from whom the valuable metal is being purchased; and
 - b) The valuable metal.
- 3) A valuable metal dealer shall make and retain a copy of the government issued photographic identification described under section (C)(1)(a)4. used to verify the identity of the person from whom valuable metal was purchased and the photograph described in section (C)(2). However, a valuable dealer is not required to make a copy of a government issued identification used under division (C)(1)(a)4. to verify the identity of the person from whom valuable metal is purchased, if the valuable metal dealer has retained a copy of a person's government issued photographic identification from a prior purchase by the valuable metal dealer.
- 4) The completed form, the photograph described in subsection (C)(2), and the copy of the government issued photographic identification described in (C)(3) shall be kept in a separate book or register by the dealer and shall be retained for a period

of two years. This book or register shall be made available for inspection by any law enforcement official at any time.

(D) Precious metal dealers shall comply with IC24-4-19-15 by maintaining books, accounts, and records necessary to determine whether the precious metal dealer is complying with Indiana Law.

1) A precious metal dealer shall:

- a) Preserve the books, accounts, and records for at least two years after making the final entry on any purchase recorded; and
- b) Keep the books and records so that the business of purchasing precious metal for resale may be readily separated and distinguished from any other business in which the precious metal dealer is engaged.

2) If the precious metal dealer, in the conduct of the business, purchases precious metal from a seller, the purchase shall be evidenced by a bill of sale properly signed by the seller verifying the accuracy of the information in the bill of sale. All bills of sale must be in duplicate form and must list the following separate items:

- a) The date of sale.
- b) The:
 - 1. Name;
 - 2. Addresses;
 - 3. Date of birth; and
 - 4. Driver's license number or Social Security number of the seller from whom the precious metal was purchased.
- c) The amount of consideration paid for the precious metal.
- d) The:
 - 1. Name of the precious metal dealer; and
 - 2. Address of the permanent place of business where the purchase occurred.
- e) A description of each article of precious metal sold. However, if multiple articles of precious metal of similar nature are delivered together in one transaction, the description of the articles is adequate if the description contains the quantity of the articles delivered and a physical description of the type of articles delivered, including any unique identifying marks, number, names, letters, or special features.

- f) The type of government issued photographic identification used to verify the identity of the seller under IC 24-4-19-14, together with the name of the governmental agency that issued the photographic identification and the identification number present on the government issued photographic identification.
- g) If a precious metal dealer purchases precious metal, the precious metal dealer shall retain as part of the books, accounts, and records kept by the precious metal dealer under this section:
 - 1. The original copy of the bill of sale; and
 - 2. The:
 - a. Copy of the seller's government issued photographic identification; and
 - b. Photograph of the precious metal obtained by the precious metal dealer.
 - 3. The second copy of the bill of sale shall be delivered to the seller by the precious metal dealer at the time of sale.
 - 4. The heading on all bill of sale forms must be boldface type.

Statutory reference:

For similar provision under state law, see IC 25-37.5-1-2.

Section 6. CARD RECORD; FINGERPRINT.

(A) In addition to the requirements set forth in (Section 5), all secondhand entities and precious metal dealers shall:

- 1) Electronically scan the right thumb of any person transferring an item of personal property or valuable metal to a secondhand entity and transfer the thumbprint to LeadsOnline; or
- 2) (a) Complete a card prescribed by the Police Department which shall include a space for the person to:
 - 1. Write in his or her own handwriting the person's name, address, and date of the transaction; and
 - 2. Place his or her right thumbprint on the back of the card.
- (b) If the right thumb is missing, any of the person's fingerprints may be used. The thumbprint shall be made in the manner approved by the Chief of Police and shall not be blurred or obliterated.

- (B) If the card described in section (A)(2) is used it shall be in a form prescribed by the Chief of Police and shall cross-reference the information submitted to LeadsOnline pursuant to (Section 5) in a manner that allows the second hand entity to readily match the card to the person for which the identifying information was submitted to LeadsOnline.
- (C) All Cards completed pursuant to this section shall be maintained by the secondhand entity for not less than five (5) years
- (D) The thumbprint required by section (A)(1) shall be transmitted to LeadsOnline within 24 hours of the date and time a purchase or transaction is consummated.

Section 7. RETENTION PERIOD FOR PERSONAL PROPERTY AQUIRED.

- (A) All personal property received by secondhand entities for resale or reclamation shall be retained by the secondhand entity for not less than seven days. Transactions involving precious metals shall be retained for not less than ten days.
- (B) Further, during the ten-day retention period applicable to precious metal transactions, the precious metal dealer may not change the form of the precious metal.

Section 8. ACCEPTANCE OF PROPERTY FROM MINORS OR PERSONS UNDER THE INFLUENCE

It shall be unlawful for any person owning or operating a secondhand entity or precious metal dealer to take, purchase or receive personal property or precious metals from any person who is under the age of 18, who is under the influence of narcotics or alcohol or to take property that the secondhand entity or precious metal dealer believes or should have reason to believe was stolen or acquired as a result of a crime.

Section 9. GOVERNMENT OR UTILITY PROPERTY.

- (A) It shall be unlawful for any person owning or operating a secondhand entity or precious metal dealer to take, purchase or receive personal property or precious metal on which the words or markings appear indicating ownership of such item by the United States, State of Indiana, or any political subdivision, governmental agency or public utility company ("governmental entity"), except where the person offering such item for sale or transfer provides the following:
- 1) Written authorization from the governmental entity to convey the item on behalf of the governmental entity; or
 - 2) A valid receipt from the governmental entity evidencing that the governmental entity has conveyed or relinquished ownership rights in the personal property or precious metal.

- (B) It shall not be a defense to prosecution that the personal property or precious metal does not contain words or markings indicating ownership if the person who purchased or received the personal property or precious metal knew or should have known the personal property or precious metal is owned by a governmental entity.

Section 10. ACCEPTANCE OF PROPERTY SEALED OR UNOPENED IN ITS ORIGINAL PACKAGING.

It shall be unlawful for any owner or operator of a secondhand entity or precious metal dealer to purchase or receive personal property or precious metal sealed or unopened in its original packaging unless the person conveying such personal property presents a receipt or proof of purchase for the personal property.

Section 11. ACCEPTANCE OF PROPERTY INSCRIBED WITH A COMPANY NAME.

It shall be unlawful for any owner or operator of a secondhand entity or precious metal dealer to purchase or receive personal property or precious metal bearing the name, initials or logo of a business entity unless the person conveying such personal property or precious metal provides, at the time of conveyance, a valid receipt indicating lawful ownership, a signed statement attesting to the lawful ownership, or written authorization from the business entity to convey the personal property or precious metal on the entity's behalf.

Section 12. VIOLATIONS; PROSECUTION OF VIOLATIONS.

- (A) Any person receiving a notice of violation of this chapter may appear to the Noblesville City Court and pay the fine indicated on the notice or deny the violation and contest the matter in City Court.
- (B) The case shall then proceed according to the rules and procedures of the City Court pertaining to the ordinance violations.

Section 13. PENALTY.

In addition to any and all other penalty provisions provided by the Ordinances of the city of Westfield, any person, firm or corporation who violates any section of this chapter shall be subject to a fine of \$500. A separate offense shall be deemed committed upon each day during which a violation occurs or continues. Enforcement shall be pursued through the Noblesville City court through the Interlocal Agreement with the City of Noblesville or through the Hamilton county Circuit or Superior Courts.

ALL OF WHICH IS ORDAINED THIS ____ DAY OF _____ 2014.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 14- 53 was delivered to the Mayor of Westfield

on the _____ day of _____, 2014, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 14-53

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 14-53

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

Ordinance 14-54

STORMWATER FEE SCHEDULE FOR THE CITY OF WESTFIELD THIS ORDINANCE AMENDS AND REPEALS ORDINANCES 07-23

WHEREAS, The City of Westfield, (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”); and,

WHEREAS, it is in the best interest of the City and its residents to repeal the currently established Stormwater Fee Schedule Ordinance, 07-23, established for the purpose of implementing capital improvements, operation, maintenance activities, public education and outreach to comply with federal and state requirements, and

WHEREAS, it is in the best interest of the City and its residents to now create a Stormwater Management Division (“Division”) within the Department of Public Works (“Department”) for the purpose of providing for and managing the collection, treatment, drainage, and disposal of City storm and surface water, to establish a “Westfield Storm Water District” as a special taxing district, and to adopt and approve “Stormwater User Fees” for the district;

WHEREAS, the Department’s controlling board, the City of Westfield’s Board of Public Works and Safety (“Board”), pursuant to Indiana Code 8-1.5-5-7, shall adopt the Stormwater User Fee schedule for the District by and through its Resolution which actions by the Board are hereby ratified.

WHEREAS, the City transferred ownership and billing authority for the City’s water and sewer utility, which also incorporated the City’s stormwater fee billing, to another entity on January 2014, and;

WHEREAS, the Council has been advised that the most effective procedure would involve a quarterly billing system for the Stormwater fees necessary for the Stormwater Sewer Works.

NOW, THEREFORE, BE IT ORDAINED by the Westfield City Common Council meeting in session as follows:

- Section 1.** The foregoing Recitals are incorporated herein by this reference.
- Section 2.** The provisions of Indiana Code 8-1.5-5, as the same may be amended from time to time, are hereby adopted by the Council and are hereby effective and operative within the City.
- Section 3.** Pursuant to Indiana Code 8-1.5-5, the Division consisting of the Director of Public Works and designated staff, is hereby created for the purpose of providing for the collection, treatment, drainage, and disposal of storm surface water in the City.
- Section 4.** Pursuant to Indiana Code 8-1.5-5-4(g)(1) and established by prior ordinance, the Board controls the City’s municipally owned utilities; and,

- Section 5.** Pursuant to Indiana Code 8-1.5-5(g)(2) and 8-1.5-3-3(a), the Board is hereby directed to control the City's stormwater facilities and shall have all of the powers and responsibilities set forth in Indiana Code 8-1.5-3-4(a) and 8-1.5-5-6, and as otherwise provided by law or in equity.
- Section 6.** Pursuant to Indiana Code 8-1.5-5, there is hereby created a special taxing district, known as the "Westfield Stormwater District", which shall include all of the territory within the corporate boundaries of the City of Westfield, Indiana ("District").
- Section 7.** The Board has completed a Stormwater Utility Rate Study ("Study") to establish a Stormwater User Fee for each residential and non-residential property located in the District.
- Section 8.** The Board, with assistance of the Division, shall annually prepare and submit a budget to the Council for its approval, recommend to the Council reasonable and just rates and charges for services to utility patrons, and take such other actions as are required or permitted by law.
- Section 9.** The Council adopts and approves the Stormwater User Fees as recommended by the Division for the District, to wit:
- a. The monthly Stormwater User Fees shall be uniform for all residential property units located in the District, and same shall be assigned one (1) Equivalent Residential Unit ("ERU"). With the exception of apartments which would pay multiple ERUs based on the amount of impervious area similar to non-residential properties.
 - b. The monthly Stormwater User Fees for all non-residential properties located in the District shall be determined by using an ERU multiplier, which shall be the quotient obtained by dividing the total square feet of impervious surface area within a non-residential property by a divisor of 3,500 square feet, which quotient will then be multiplied by the ERU to obtain the Stormwater User Fee, except that the monthly Stormwater User Fee for a non-residential property located in the District shall not be less than one (1) ERU.
 - c. The monthly Stormwater User Fees for all unimproved property located in the District shall be the product of the ERU multiplied by 0.33.
 - d. The ERU shall be \$4.41.
- Section 10.** If the monthly Stormwater User Fee is not paid by its due date, as stated on the Division's fee invoice, which may be combined with and made a part of the City's billings issued pursuant to City Ordinance 07-23. Section __5c__, a late charge of ten percent (10%) will be assessed, together with the costs of collection, if any, including reasonable attorney's fees.
- Section 11.** The Department shall be responsible for calculating and assessing all monthly Stormwater User Fees and for establishing billing and collection procedures for the same, and for taking all other lawful actions, including, but not limited to, those set

forth in City Ordinance 07-23, as are necessary or convenient in order to implement the City’s stormwater management and user fee system.

Section 12. This Ordinance shall be in full force and effect from and upon its adoption in accordance to the law. All ordinances or parts thereof in conflict herewith are hereby repealed. The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part of parts.

ALL OF WHICH IS ORDAINED THIS ____DAY OF _____, 2014.

WESTFIELD CITY COUNCIL

Voting For	Voting Against	Abstain
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Robert J. Smith	_____ Robert J. Smith	_____ Robert J. Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert W. Stokes	_____ Robert W. Stokes	_____ Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 14-54 was delivered to the Mayor of Westfield on the _____ day of _____, 2014, at _____ m.

Cindy Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 14-54

This _____ day of _____, 2014.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 14-54

This _____ day of _____, 2014.

J. Andrew Cook, Mayor

I hereby certify that each of the above listed vouchers and invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

December 08, 2014

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 26 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 8 day of December, 2014

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

Approved by State Board of Accounts for the City of Westfield, 2013

Purchase Invoice Register

City of Westfield

Report Date Range: 11/05/14..12/02/14

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
Administration									
VEN002501	Jordan McBride	APP022014	11/11/2014	101001347	ADM-PROMOTIONS	Promotions - 20 Year Award	133.00	55451	11/11/2014
VEN002346	R Adams Roofing Inc	APP022015	11/11/2014	101001343	ADM-BUILDING	120 Camilla Ct Bldg Bridges	731.00		
VEN002017	Unifirst Corporation	APP022016	11/11/2014	101001343	ADM-BUILDING	Mats at City Services	151.63		
VEN002017	Unifirst Corporation	APP022016	11/11/2014	101001349	ADM-SERVICES	Mats at City Services	155.60		
VEN002017	Unifirst Corporation	APP022016	11/11/2014	101001349	ADM-SERVICES	Mats at City Services	155.60		
VEN000312	Busy Bee Cleaning Service	APP022017	11/11/2014	101001349	ADM-SERVICES	Office cleaning at City Service	2,425.50		
VEN001361	Mid America Elevator	APP022018	11/11/2014	101001343	ADM-BUILDING	Annual contract 11/1-10/31/15	226.74		
VEN001062	Jack Laurie Floors LLC	APP022019	11/11/2014	101001343	ADM-BUILDING	Carpet cleaning at City Hall	380.00		
VEN002017	Unifirst Corporation	APP022021	11/11/2014	101001349	ADM-SERVICES	Mats at City Services	155.60		
VEN000405	Citizens Energy Group	APP022034	11/11/2014	101001328	ADM-HEAT/GAS	Clinic House	30.69	55449	11/11/2014
VEN000405	Citizens Energy Group	APP022034	11/11/2014	101001328	ADM-HEAT/GAS	DWNA	36.24	55449	11/11/2014
VEN000405	Citizens Energy Group	APP022034	11/11/2014	101001328	ADM-HEAT/GAS	Women's Ministries	51.83	55449	11/11/2014
VEN002336	Citizens Westfield	APP022037	11/11/2014	101001342	ADM-WATER/SEWER	Clinic House	62.37	55450	11/11/2014
VEN002336	Citizens Westfield	APP022037	11/11/2014	101001342	ADM-WATER/SEWER	DWNA	63.50	55450	11/11/2014
VEN002336	Citizens Westfield	APP022037	11/11/2014	101001342	ADM-WATER/SEWER	Hist Society	62.74	55450	11/11/2014
VEN002336	Citizens Westfield	APP022037	11/11/2014	101001342	ADM-WATER/SEWER	City Hall	177.36	55450	11/11/2014
VEN003075	alphagraphics	APP022104	11/17/2014	101001347	ADM-PROMOTIONS	Grand Park dvd	316.95		
VEN000345	Cave and Company Printing	APP022105	11/17/2014	101001337	ADM-PRINTING	Envelopes for HR	130.00		
VEN001011	Infinisource	APP022106	11/17/2014	101001119	ADM-HEALTH AND DENTAL	Cobra notices 12/1/14-5/31/15	38.69	55456	11/17/2014
VEN001011	Infinisource	APP022106	11/17/2014	101001119	ADM-HEALTH AND DENTAL	Cobra notices 12/1/14-5/31/15	21.50	55456	11/17/2014
VEN000480	CSI Signs	APP022109	11/17/2014	101001337	ADM-PRINTING	Boards for 10/15	60.00		
VEN001537	Payroll	APP022131	11/17/2014	101001111	ADM-SALARY	sal	62,950.33		
VEN001537	Payroll	APP022131	11/17/2014	101001120	ADM-FICA AND MEDICARE	fica	3,738.51		
VEN001537	Payroll	APP022131	11/17/2014	101001120	ADM-FICA AND MEDICARE	med	874.27		
VEN001537	Payroll	APP022131	11/17/2014	101001121	ADM-PERF	perf	7,887.19		
VEN002016	UN Communications	APP022144	11/14/2014	101001333	ADM-POSTAGE	Postage for Your City Matters	2,456.85	55460	11/18/2014
VEN000942	Imagery LLC	APP022154	11/18/2014	101001389	ADM-SOFTWARE LICENSIN	Monthly hosing fee November	150.00		
VEN000589	Duke Energy	APP022191	11/19/2014	101001341	ADM-ELECTRICITY	Electric bill	834.37	55464	11/19/2014
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101001119	ADM-HEALTH AND DENTAL	ins	43.82	55465	11/19/2014
VEN000534	Delta Dental	APP022213	11/20/2014	101001119	ADM-HEALTH AND DENTAL	ins	895.75	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101001119	ADM-HEALTH AND DENTAL	ins	168.38	55467	11/20/2014
VEN000405	Citizens Energy Group	APP022236	11/21/2014	101001328	ADM-HEAT/GAS	Gas PW	137.62	55472	11/21/2014

Purchase Invoice Register

City of Westfield

Report Date Range: 11/05/14..12/02/14

12/2/2014 3:21 PM

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WESTFIELD\kgagnon

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
Administration									
VEN000405	Citizens Energy Group	APP022237	11/21/2014	101001328	ADM-HEAT/GAS	Gas bill	134.48	55472	11/21/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101001119	ADM-HEALTH AND DENTAL	ins	10,676.17	55474	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	101001332	ADM-CELL/PAGERS/MOBILE	Cell phones	1,325.61	55475	11/24/2014
VEN000763	General Alarm Inc	APP022354	12/1/2014	101001349	ADM-SERVICES	Quart monitoring service at Ci	89.85		
VEN002017	Unifirst Corporation	APP022355	12/1/2014	101001349	ADM-SERVICES	Mats	162.53		
VEN002740	Indiana Mold Remediation	APP022358	12/1/2014	101001343	ADM-BUILDING	Air Quality Testing	750.00		
VEN000263	Bose Public Affairs Group LLC	APP022359	12/1/2014	101001349	ADM-SERVICES	October services	3,500.00		
VEN000312	Busy Bee Cleaning Service	APP022361	12/1/2014	101001343	ADM-BUILDING	Office cleaning at City Hall	425.00		
VEN002036	USAutomatic Fire and Security	APP022369	12/1/2014	101001343	ADM-BUILDING	Adjusted low aire switch at Cit	180.00		
VEN001953	Thomson West	APP022370	12/1/2014	101001330	ADM-ATTORNEY/CONSULT	West Information	156.00		
VEN000373	Chase Equipment Finance Inc	APP022393	11/28/2014	101001473	ADM-VEHICLE LEASE	pr radios	3,553.99		
VEN001537	Payroll	APP022399	12/1/2014	101001111	ADM-SALARY	sal	81,032.08		
VEN001537	Payroll	APP022399	12/1/2014	101001120	ADM-FICA AND MEDICARE	fica	4,799.64		
VEN001537	Payroll	APP022399	12/1/2014	101001120	ADM-FICA AND MEDICARE	med	1,122.58		
VEN001537	Payroll	APP022399	12/1/2014	101001121	ADM-PERF	perf	7,838.61		
VEN000942	Imagery LLC	APP022405	12/1/2014	101001347	ADM-PROMOTIONS	Notepad Jotter and Pens	539.96		
VEN002273	Commercial Artisan	APP022406	12/1/2014	101001347	ADM-PROMOTIONS	Westfield Map Series	3,150.00		
VEN000345	Cave and Company Printing	APP022409	12/1/2014	101001337	ADM-PRINTING	Grand Park Ball Brochures	295.88		
VEN000962	Indiana Dept Of Workforce	APP022429	11/19/2014	101001349	ADM-SERVICES	unemployment	659.00		
VEN002097	Westfield Chamber Of Commerce	APP022442	12/2/2014	101001347	ADM-PROMOTIONS	Chamber luncheon 11/20	90.00		
Subtotal for Administration							206,185.01		
Police									
VEN000644	Enviro-max Inc	APP022039	11/11/2014	101002343	POLICE-BUILDING MAINTEN		795.67		
VEN000368	Charles Blackford	APP022041	11/11/2014	101002229	POLICE-UNIFORMS	Clothing Reimbursement	350.93	55453	11/11/2014
VEN001455	Noblesville Police Dept.	APP022043	11/11/2014	101002355	POLICE-K-9 MAINT	Dog Food - Lopez	76.36		
VEN002065	Vohne Liche Kennels	APP022044	11/11/2014	101002355	POLICE-K-9 MAINT	Leather Leashes	88.00		
VEN001635	Ray O'herron Co. Inc.	APP022045	11/11/2014	101002334	POLICE-TRAVEL/TRAINING/	Cardboard Targets	1,438.00		
VEN002927	Best Friends Pet Care	APP022046	11/11/2014	101002355	POLICE-K-9 MAINT	First Aid Kit Supplies	415.10		
VEN001245	Lexisnexis	APP022047	11/11/2014	101002350	POLICE-SUBSCRIPTIONS/D	Monthly Statement - Oct.	123.75		
VEN002035	US Uniform and Supply	APP022048	11/11/2014	101002229	POLICE-UNIFORMS	Uniform shirts - Dine	126.90		
VEN002035	US Uniform and Supply	APP022048	11/11/2014	101002229	POLICE-UNIFORMS	Uniform shirts and pants - Sit	516.70		
VEN001035	Interstate Battery	APP022049	11/11/2014	101002360	POLICE-VEHICLE REPAIR	Jump Box	129.95		

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Fund No. Fund Name									
101	General								
	Police								
VEN000747	Galls	APP022050	11/11/2014	101002229	POLICE-UNIFORMS	Tru-Spec Pants	54.95		
VEN001868	Suzanna K Cable	APP022051	11/11/2014	101002349	POLICE-SERVICES	Transcript for Haley Case - C	1,370.85		
VEN000976	Indiana Paging Network	APP022052	11/11/2014	101002332	POLICE-CELL/PAGERS/MOBI	Pagers	79.73		
VEN001555	Pet Supplies Plus	APP022053	11/11/2014	101002355	POLICE-K-9 MAINT	Dog Food - Gorky	195.88		
VEN001011	Infinisource	APP022106	11/17/2014	101002119	POLICE-HEALTH AND DENT	Cobra notices 12/1/14-5/31/15	197.75	55456	11/17/2014
VEN000849	Hamilton County Treasurer	APP022108	11/17/2014	101002336	POLICE-DISPATCH SERVICE	4th Quart E911	90,548.25		
VEN000301	Buckeye Power Sales Co	APP022113	11/17/2014	101002343	POLICE-BUILDING MAINTEN		325.00		
VEN001537	Payroll	APP022131	11/17/2014	101002111	POLICE-SALARY	sal	124,524.09		
VEN001537	Payroll	APP022131	11/17/2014	101002120	POLICE-FICA AND MEDICAR	fica	7,432.01		
VEN001537	Payroll	APP022131	11/17/2014	101002120	POLICE-FICA AND MEDICAR	med	1,738.17		
VEN001537	Payroll	APP022131	11/17/2014	101002121	POLICE-PERF	perf	18,910.57		
VEN000589	Duke Energy	APP022191	11/19/2014	101002341	POLICE-ELECTRICITY	Electric bill	2,891.02	55464	11/19/2014
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101002119	POLICE-HEALTH AND DENT	ins	142.89	55465	11/19/2014
VEN001815	Speedway Superamerica	APP022203	11/20/2014	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	521.07		
VEN001614	Public Safety Center	APP022204	11/20/2014	101002472	POLICE-EQUIP	Maglight flashlight batteries	421.66		
VEN000312	Busy Bee Cleaning Service	APP022205	11/20/2014	101002343	POLICE-BUILDING MAINTEN	Janitorial for 11/3/14 to 11/30/	768.00		
VEN001599	Proforma	APP022206	11/20/2014	101002472	POLICE-EQUIP	Gloves and Car Key Tags	518.86		
VEN002017	Unifirst Corporation	APP022207	11/20/2014	101002343	POLICE-BUILDING MAINTEN	Mat Rental	37.75		
VEN001808	Song Kang	APP022208	11/20/2014	101002334	POLICE-TRAVEL/TRAINING/	Food Reimbursement	132.10		
VEN000534	Delta Dental	APP022213	11/20/2014	101002119	POLICE-HEALTH AND DENT	ins	2,480.67	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101002119	POLICE-HEALTH AND DENT	ins	458.70	55467	11/20/2014
VEN000405	Citizens Energy Group	APP022237	11/21/2014	101002328	POLICE-HEAT/GAS	Gas bill	788.61	55472	11/21/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101002119	POLICE-HEALTH AND DENT	ins	27,585.38	55474	11/24/2014
VEN000747	Galls	APP022310	11/24/2014	101002229	POLICE-UNIFORMS	Pants Rushforth	164.85		
VEN001240	LESO	APP022311	11/24/2014	101002350	POLICE-SUBSCRIPTIONS/D	LESO 1033 Program Annual	200.00		
VEN002353	Boldens Cleaners	APP022312	11/24/2014	101002229	POLICE-UNIFORMS	Dry Cleaning November	328.90		
VEN002050	Verizon Wireless	APP022313	11/24/2014	101002332	POLICE-CELL/PAGERS/MOBI	Cell phones	1,454.33	55475	11/24/2014
VEN000733	Freije Engineered Solutions Co	APP022388	12/1/2014	101002343	POLICE-BUILDING MAINTEN		728.11		
VEN000373	Chase Equipment Finance Inc	APP022393	11/28/2014	101002472	POLICE-EQUIP	police radios	14,162.31		
VEN000373	Chase Equipment Finance Inc	APP022393	11/28/2014	101002472	POLICE-EQUIP	police radios	10,000.00		
VEN001537	Payroll	APP022399	12/1/2014	101002111	POLICE-SALARY	sal	147,016.07		
VEN001537	Payroll	APP022399	12/1/2014	101002120	POLICE-FICA AND MEDICAR	fica	8,869.22		

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Fund No. Fund Name									
101	General								
	Police								
VEN001537	Payroll	APP022399	12/1/2014	101002120	POLICE-FICA AND MEDICAR	med	2,074.27		
VEN001537	Payroll	APP022399	12/1/2014	101002121	POLICE-PERF	perf	20,290.36		
VEN001537	Payroll	APP022403	12/1/2014	101002119	POLICE-HEALTH AND DENT	hsa	250.00		
VEN003080	SimplexGrinnell	APP022431	12/2/2014	101002343	POLICE-BUILDING MAINTEN		211.50		
VEN001605	Pro-tech Security Sales	APP022432	12/2/2014	101002472	POLICE-EQUIP	ESU Tactical Headseat	765.00		
VEN002097	Westfield Chamber Of Commerce	APP022442	12/2/2014	101002347	POLICE-PROMOTIONS	Chamber luncheon 11/20	30.00		
	Subtotal for Police						492,730.24		
	Economic and Community Development								
VEN001011	Infinisource	APP022106	11/17/2014	101003119	ECD-HEALTH AND DENTAL	Cobra notices 12/1/14-5/31/15	47.29	55456	11/17/2014
VEN001537	Payroll	APP022131	11/17/2014	101003111	ECD-SALARY	sal	23,094.88		
VEN001537	Payroll	APP022131	11/17/2014	101003120	ECD-FICA AND MEDICARE	fica	1,209.38		
VEN001537	Payroll	APP022131	11/17/2014	101003120	ECD-FICA AND MEDICARE	med	324.72		
VEN001537	Payroll	APP022131	11/17/2014	101003121	ECD-PERF	perf	3,117.82		
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101003119	ECD-HEALTH AND DENTAL	ins	21.91	55465	11/19/2014
VEN000534	Delta Dental	APP022213	11/20/2014	101003119	ECD-HEALTH AND DENTAL	ins	286.77	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101003119	ECD-HEALTH AND DENTAL	ins	52.26	55467	11/20/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101003119	ECD-HEALTH AND DENTAL	ins	3,475.88	55474	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	101003332	ECD-CELL/PAGERS/MOBILE	Cell phones	345.09	55475	11/24/2014
VEN001537	Payroll	APP022399	12/1/2014	101003111	ECD-SALARY	sal	26,484.74		
VEN001537	Payroll	APP022399	12/1/2014	101003120	ECD-FICA AND MEDICARE	fica	1,289.94		
VEN001537	Payroll	APP022399	12/1/2014	101003120	ECD-FICA AND MEDICARE	med	373.86		
VEN001537	Payroll	APP022399	12/1/2014	101003121	ECD-PERF	perf	3,089.45		
VEN001826	Staples	APP022415	12/2/2014	101003223	ECD-OFFICE SUPPLIES	Office Supplies	164.49		
VEN001113	Jesse Pohlman	APP022416	12/2/2014	101003334	ECD-TRAVEL/TRAINING/SE	Parking while attending OU-E	86.00		
	Subtotal for Economic and Community Development						63,464.48		

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Fund No. Fund Name									
101	General								
	ECD - Building								
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101004119	BLDG-HEALTH AND DENTA	ins	9.39	55465	11/19/2014
VEN000534	Delta Dental	APP022213	11/20/2014	101004119	BLDG-HEALTH AND DENTA	ins	154.00	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101004119	BLDG-HEALTH AND DENTA	ins	29.56	55467	11/20/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101004119	BLDG-HEALTH AND DENTA	ins	2,337.63	55474	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	101004332	BLDG-CELL/PAGERS/MOBIL	Cell phones	150.66	55475	11/24/2014
	Subtotal for ECD - Building						2,681.24		
	Parks								
VEN001716	Runyon Equipment Rental	APP022103	11/17/2014	101005476	PARKS-EQUIP LEASES	Air Compressor/applies 85 do	316.98		
VEN001011	Infinisource	APP022106	11/17/2014	101005119	PARKS-HEALTH AND DENT	Cobra notices 12/1/14-5/31/15	30.09	55456	11/17/2014
VEN001537	Payroll	APP022131	11/17/2014	101005111	PARKS-SALARY	sal	12,079.69		
VEN001537	Payroll	APP022131	11/17/2014	101005120	PARKS-FICA AND MEDICAR	fica	724.33		
VEN001537	Payroll	APP022131	11/17/2014	101005120	PARKS-FICA AND MEDICAR	med	169.41		
VEN001537	Payroll	APP022131	11/17/2014	101005121	PARKS-PERF	perf	1,630.77		
VEN002336	Citizens Westfield	APP022134	11/17/2014	101005342	PARKS-WATER/SEWER	water	141.49	55458	11/17/2014
VEN000405	Citizens Energy Group	APP022177	11/18/2014	101005349	PARKS-SERVICES	330 E Main	28.69	55462	11/19/2014
VEN000405	Citizens Energy Group	APP022177	11/18/2014	101005349	PARKS-SERVICES	340 E Main	6.20	55462	11/19/2014
VEN000405	Citizens Energy Group	APP022177	11/18/2014	101005349	PARKS-SERVICES	201 Mill St	80.06	55462	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	Simon Park/Drinking	10.85	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	Asa Bales Park/restrooms	162.74	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	Quaker Park/Splash	203.22	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	Quaker Park/Splash	199.75	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	Monon Trail-GHP	13.38	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	211 S Union	23.10	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	Asa Bales Park/Irrig	23.10	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	302 S Union/Irrig	39.55	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	151st & Carey Roundabout	74.21	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	Old Friends Cemetery/water fo	14.12	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	151st & Cool Creek Park/Irrig	45.18	55463	11/19/2014
VEN002336	Citizens Westfield	APP022190	11/19/2014	101005342	PARKS-WATER/SEWER	Hadley Park	23.47	55463	11/19/2014
VEN000589	Duke Energy	APP022191	11/19/2014	101005341	PARKS-ELECTRIC	Electric bill	521.61	55464	11/19/2014
VEN000589	Duke Energy	APP022192	11/19/2014	101005341	PARKS-ELECTRIC	17415 Oak Ridge Rd	13.94	55464	11/19/2014
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101005119	PARKS-HEALTH AND DENT	ins	18.78	55465	11/19/2014

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Fund No. Fund Name									
101	General								
Parks									
VEN002016	UN Communications	APP022196	11/19/2014	101005333	PARKS-POSTAGE	Winter Spring Grand Guide	2,537.57	55466	11/19/2014
VEN000312	Busy Bee Cleaning Service	APP022197	11/19/2014	101005343	PARKS-BUILDING MAINTEN	Office cleaning	260.00		
VEN000534	Delta Dental	APP022213	11/20/2014	101005119	PARKS-HEALTH AND DENT	ins	286.77	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101005119	PARKS-HEALTH AND DENT	ins	52.26	55467	11/20/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101005119	PARKS-HEALTH AND DENT	ins	3,820.34	55474	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	101005332	PARKS-CELL/PAGERS/MOBI	Cell phones	853.07	55475	11/24/2014
VEN000381	Cherry Street Plaza LLC	APP022326	11/25/2014	101005366	PARKS-BUILDING LEASE	Monthly rent for 330 Main St A	1,582.77		
VEN000381	Cherry Street Plaza LLC	APP022326	11/25/2014	101005366	PARKS-BUILDING LEASE	Increase effective 3/1/14	47.58		
VEN001242	Lester Recreation Designs	APP022362	12/1/2014	101005224	PARKS-OPERATING SUPPLI	Pet Waste Bags - 10 Cases	540.00		
VEN001242	Lester Recreation Designs	APP022362	12/1/2014	101005224	PARKS-OPERATING SUPPLI	Freight	79.00		
VEN000589	Duke Energy	APP022391	12/1/2014	101005341	PARKS-ELECTRIC	Midland Bridge 2690 171st St	16.97	55480	12/1/2014
VEN001537	Payroll	APP022399	12/1/2014	101005111	PARKS-SALARY	sal	12,174.64		
VEN001537	Payroll	APP022399	12/1/2014	101005120	PARKS-FICA AND MEDICAR	fica	730.22		
VEN001537	Payroll	APP022399	12/1/2014	101005120	PARKS-FICA AND MEDICAR	med	170.77		
VEN001537	Payroll	APP022399	12/1/2014	101005121	PARKS-PERF	perf	1,643.58		
VEN000949	IN.GOV	APP022414	12/2/2014	101005349	PARKS-SERVICES	New employee/Clark	15.00		
VEN002097	Westfield Chamber Of Commerce	APP022442	12/2/2014	101005347	PARKS-PROMOTION	Chamber luncheon 11/20	15.00		
Subtotal for Parks							41,420.25		
Informatics									
VEN001011	Infinisource	APP022106	11/17/2014	101007119	IT-HEALTH AND DENTAL	Cobra notices 12/1/14-5/31/15	38.69	55456	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance	1,303.12	55459	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance	90.09	55459	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance	90.73	55459	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance	672.84	55459	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance	657.33	55459	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance	251.86	55459	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance	1,380.15	55459	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance	150.64	55459	11/17/2014
VEN000707	Inside Connect Cable LLC	APP022135	11/17/2014	101007335	IT-TELEPHONE	Land lines and long distance l	619.81	55459	11/17/2014
VEN000345	Cave and Company Printing	APP022153	11/18/2014	101007349	IT-SERVICES	Strengths poster/Performance	19.14		
VEN000348	CDW Government Inc	APP022155	11/18/2014	101007451	IT-COMPUTER/EQUIP	Switch	1,090.08		
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101007119	IT-HEALTH AND DENTAL	ins	21.91	55465	11/19/2014

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Fund No.	Fund Name								
101	General								
	Informatics								
VEN000534	Delta Dental	APP022213	11/20/2014	101007119	IT-HEALTH AND DENTAL	ins	289.86	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101007119	IT-HEALTH AND DENTAL	ins	65.98	55467	11/20/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101007119	IT-HEALTH AND DENTAL	ins	4,665.83	55474	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	101007332	IT-CELLULAR/PAGERS/MOBI	Air Cards	4,114.27	55475	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones	370.21	55475	11/24/2014
VEN001796	Simcrest	APP022363	12/1/2014	101007331	IT-CONSULTING	Consulting 11/18	323.75		
VEN000053	Adxstudio Inc	APP022365	12/1/2014	101007331	IT-CONSULTING	Colin Vermander	2,050.00		
VEN002044	Van Ausdall and Farrar	APP022366	12/1/2014	101007337	IT-PRINTING	Click charges for Sept	1,023.13		
VEN002012	U.S. Bank Equipment Finance	APP022368	12/1/2014	101007337	IT-PRINTING	Training Facility copy machin	87.72		
VEN001231	Leane Kmetz	APP022408	12/1/2014	101007334	IT-TRAVEL/TRAINING/SEMIN	Meeting	32.32		
VEN000132	Apparatus	APP022450	12/2/2014	101007331	IT-CONSULTING	Lync EV	5,400.00		
VEN000132	Apparatus	APP022450	12/2/2014	101007331	IT-CONSULTING	Sharepoint 2013 Upgrade	7,500.00		
VEN000132	Apparatus	APP022450	12/2/2014	101007331	IT-CONSULTING	Monthly billing for Jan	5,745.00		
VEN000132	Apparatus	APP022450	12/2/2014	101007331	IT-CONSULTING	Monthly billing for Dec	5,745.00		
VEN000132	Apparatus	APP022450	12/2/2014	101007331	IT-CONSULTING	Monthly billing for Nov	5,745.00		
VEN000132	Apparatus	APP022450	12/2/2014	101007331	IT-CONSULTING	Prof services	7,500.00		
VEN000132	Apparatus	APP022450	12/2/2014	101007389	IT-SOFTWARE LICENSING	Virtual desktop infrastructure	10,905.00		
VEN000132	Apparatus	APP022450	12/2/2014	101007451	IT-COMPUTER/EQUIP	Cisco ASA Consolidation	12,614.00		
VEN000132	Apparatus	APP022450	12/2/2014	101007451	IT-COMPUTER/EQUIP	Virtual desktop infrastructure	17,700.00		
	Subtotal for Informatics						98,263.46		

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Fund No. Fund Name									
101 General									
Clerk Treasurer									
VEN000428	CNA Surety	APP022009	11/11/2014	101008339	CT-INSURANCE	bond	1,275.00		
VEN001537	Payroll	APP022010	11/11/2014	101008331	CT-CONSULTING	adp fees	813.63	103110614	11/11/2014
VEN000847	Hamilton County Recorder	APP022011	11/11/2014	101008349	CT-SERVICES	ordinances quit claim warr d	128.00	55334	11/16/2014
VEN000837	Hamilton County Auditor Courthouse	APP022012	11/11/2014	101008349	CT-SERVICES	transfers	15.00	55333	11/16/2014
VEN001177	Keystone Software Systems	APP022033	11/11/2014	101008331	CT-CONSULTING	keystone annual fee	4,140.00		
VEN001011	Infinisource	APP022106	11/17/2014	101008119	CT-HEALTH AND DENTAL	Cobra notices 12/1/14-5/31/15	25.79	55456	11/17/2014
VEN001537	Payroll	APP022161	11/18/2014	101008331	CT-CONSULTING	Processing charges	1,182.25		
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101008119	CT-HEALTH AND DENTAL	ins	18.78	55465	11/19/2014
VEN000534	Delta Dental	APP022213	11/20/2014	101008119	CT-HEALTH AND DENTAL	ins	287.81	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101008119	CT-HEALTH AND DENTAL	ins	65.98	55467	11/20/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101008119	CT-HEALTH AND DENTAL	ins	3,651.05	55474	11/24/2014
VEN001537	Payroll	APP022309	11/24/2014	101008331	CT-CONSULTING	Processing charges for period	813.63		
VEN002050	Verizon Wireless	APP022313	11/24/2014	101008332	CT-CELLULAR/PAGERS/MO	Cell phones	307.94	55475	11/24/2014
VEN001000	Indianapolis Star	APP022349	12/1/2014	101008338	CT-LEGAL NOTICES	Add'l Appropriations	50.28		
VEN001537	Payroll	APP022352	12/1/2014	101008331	CT-CONSULTING	Processing charges	945.80		
VEN001637	Ray's Trash Service	APP022374	12/1/2014	101008349	CT-SERVICES	Cross shredder	39.20		
VEN001469	O W Krohn and Associates	APP022375	12/1/2014	101008349	CT-SERVICES	Services for October	5,927.50		
VEN001469	O W Krohn and Associates	APP022446	12/2/2014	101008349	CT-SERVICES	Clerk Office services for Augu	8,646.25		
Subtotal for Clerk Treasurer							28,333.89		
Mayor									
VEN002851	Centennial Bible Church	APP021996	11/5/2014	101009347	MAYOR-PROMOTIONS	Town Hall meeting to discuss	50.00	55335	11/7/2014
VEN001913	The Bridgewater Club LLC	APP022022	11/11/2014	101009347	MAYOR-PROMOTIONS	Mayor business lunch	32.96		
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101009119	MAYOR-HEALTH AND DENT	ins	3.13	55465	11/19/2014
VEN000534	Delta Dental	APP022213	11/20/2014	101009119	MAYOR-HEALTH AND DENT	ins	45.97	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101009119	MAYOR-HEALTH AND DENT	ins	12.14	55467	11/20/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101009119	MAYOR-HEALTH AND DENT	ins	657.60	55474	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	101009332	MAYOR-CELL/PAGERS/MOBI	Cell phones	63.02	55475	11/24/2014
VEN001913	The Bridgewater Club LLC	APP022353	12/1/2014	101009347	MAYOR-PROMOTIONS	Business meeting	35.43		
VEN002112	Westfield Pharmacy	APP022357	12/1/2014	101009347	MAYOR-PROMOTIONS	Fresh arrangement for Anne,	148.00		
VEN002097	Westfield Chamber Of Commerce	APP022442	12/2/2014	101009347	MAYOR-PROMOTIONS	Chamber luncheon 11/20	15.00		
Subtotal for Mayor							1,063.25		

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Fund No. Fund Name									
101	General								
City Council									
VEN002097	Westfield Chamber Of Commerce	APP022023	11/11/2014	101010347	CITY COUNCIL-PROMOTION	Chamber luncheon 9/18 Jim	15.00		
VEN002050	Verizon Wireless	APP022313	11/24/2014	101010332	CITY COUNCIL-CELL/PAGER	Cell phones	371.54	55475	11/24/2014
VEN002103	Westfield Endowment	APP022346	12/1/2014	101010347	CITY COUNCIL-PROMOTION	FF Combat Challenge	1,000.00	55479	12/1/2014
VEN002097	Westfield Chamber Of Commerce	APP022442	12/2/2014	101010347	CITY COUNCIL-PROMOTION	Chamber luncheon 11/20	60.00		
Subtotal for City Council							1,446.54		
Public Works									
VEN001011	Infinisource	APP022106	11/17/2014	101013119	PW-HEALTH AND DENTAL	Cobra notices 12/1/14-5/31/15	120.37	55456	11/17/2014
VEN002336	Citizens Westfield	APP022112	11/17/2014	101013342	PW-WATER/SEWER	2728 City Services	265.39	55454	11/17/2014
VEN002336	Citizens Westfield	APP022112	11/17/2014	101013342	PW-WATER/SEWER	2706 Shop	111.42	55454	11/17/2014
VEN002336	Citizens Westfield	APP022112	11/17/2014	101013342	PW-WATER/SEWER	2706 Admin Bldg	70.10	55454	11/17/2014
VEN001537	Payroll	APP022131	11/17/2014	101013111	PW-SALARY	sal	55,859.85		
VEN001537	Payroll	APP022131	11/17/2014	101013120	PW-FICA AND MEDICARE	fica	3,267.64		
VEN001537	Payroll	APP022131	11/17/2014	101013120	PW-FICA AND MEDICARE	med	764.23		
VEN001537	Payroll	APP022131	11/17/2014	101013121	PW-PERF	perf	7,300.78		
VEN000617	elmanage Technology Group	APP022149	11/18/2014	101013451	PW-COMPUTER EQUIPMEN	CRM inspection module	2,718.75		
VEN000589	Duke Energy	APP022191	11/19/2014	101013341	PW-ELECTRIC	Electric bill	3,194.02	55464	11/19/2014
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	101013119	PW-HEALTH AND DENTAL	ins	93.90	55465	11/19/2014
VEN000534	Delta Dental	APP022213	11/20/2014	101013119	PW-HEALTH AND DENTAL	ins	1,700.85	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	101013119	PW-HEALTH AND DENTAL	ins	304.04	55467	11/20/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	101013119	PW-HEALTH AND DENTAL	ins	21,440.81	55474	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	101013332	PW-CELLULAR/PAGERS/MO	Cell phones	1,957.36	55475	11/24/2014
VEN000373	Chase Equipment Finance Inc	APP022393	11/28/2014	101013332	PW-CELLULAR/PAGERS/MO	pw truck	35,493.44		
VEN000373	Chase Equipment Finance Inc	APP022393	11/28/2014	101013332	PW-CELLULAR/PAGERS/MO	pw radios	1,933.49		
VEN001537	Payroll	APP022399	12/1/2014	101013111	PW-SALARY	sal	55,906.69		
VEN001537	Payroll	APP022399	12/1/2014	101013120	PW-FICA AND MEDICARE	fica	3,270.55		
VEN001537	Payroll	APP022399	12/1/2014	101013120	PW-FICA AND MEDICARE	med	764.84		
VEN001537	Payroll	APP022399	12/1/2014	101013121	PW-PERF	perf	7,331.39		
VEN001755	Scott Shepherd	APP022434	12/1/2014	101013334	PW-TRAVEL/TRAINING/SEMI	Parking for while attending cla	7.00		
VEN002097	Westfield Chamber Of Commerce	APP022442	12/2/2014	101013347	PW-PROMOTIONS	Chamber luncheon 11/20	150.00		
VEN002291	Pat Leuteritz	APP022443	12/2/2014	101013334	PW-TRAVEL/TRAINING/SEMI	Bank run for November	19.04		
Subtotal for Public Works							204,045.95		
Subtotal for Fund 101 General							1,139,634.31		

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Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
Public Works									
VEN000051	Advanced Turf Solutions	APP022152	11/18/2014	201013231	MVH-SUBGRADE MATERIAL	Ice Melter	573.66		
VEN000589	Duke Energy	APP022191	11/19/2014	201013341	MVH-ELECTRIC	Electric bill	1,546.96	55464	11/19/2014
VEN001710	RQAW Corp	APP022224	11/20/2014	201013349	MVH-SERVICES	US31 SR 32 Towers Electrica	5,000.00		
VEN002234	Land Collective LLC	APP022226	11/20/2014	201013349	MVH-SERVICES	Grand Junction Landscape C	98,833.92		
VEN001459	North Central Co-Op	APP022356	12/1/2014	201013226	MVH-VEHICLE GAS/ SUPPLI	Diesel	811.09		
VEN001459	North Central Co-Op	APP022356	12/1/2014	201013226	MVH-VEHICLE GAS/ SUPPLI	Diesel	344.00		
VEN001459	North Central Co-Op	APP022356	12/1/2014	201013226	MVH-VEHICLE GAS/ SUPPLI	Diesel	1,195.72		
VEN000062	Aim Right Inc	APP022360	12/1/2014	201013472	MVH-EQUIP	(2)-16 oz., Twin bottle eye flus	55.76		
VEN000062	Aim Right Inc	APP022360	12/1/2014	201013472	MVH-EQUIP	Freight	6.97		
VEN000589	Duke Energy	APP022392	12/1/2014	201013341	MVH-ELECTRIC	Farr Hills hwy lights	71.05	55480	12/1/2014
VEN000589	Duke Energy	APP022392	12/1/2014	201013341	MVH-ELECTRIC	Farr Hills	72.06	55480	12/1/2014
VEN000373	Chase Equipment Finance Inc	APP022393	11/28/2014	201013476	MVH-EQUIP LEASES	pw sweeper	24,905.18		
VEN001384	Milestone Contractors LLP	APP022437	12/2/2014	201013231	MVH-SUBGRADE MATERIAL	Surface	92.63		
VEN000975	Indiana Oxygen Company	APP022440	12/2/2014	201013226	MVH-VEHICLE GAS/ SUPPLI	Acetylene and mix gases	23.50		
VEN001044	Irving Materials	APP022441	12/2/2014	201013231	MVH-SUBGRADE MATERIAL	Stone for Mill St Parking lot	408.57		
VEN001173	Kenworth of Indianapolis	APP022451	12/2/2014	201013345	MVH-EQUIP REPAIR	Parts	51.18		
Subtotal for Public Works							133,992.25		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							133,992.25		
Fund No. Fund Name									
202	Local Road and Street (LRS)								
Public Works									
VEN001778	Shelby Materials	APP022438	12/2/2014	202013432	LRS-SIDEWALK	31 & 181st	772.00		
Subtotal for Public Works							772.00		
Subtotal for Fund 202 Local Road and Street (LRS)							772.00		
Fund No. Fund Name									
203	Fire Operating								
Fire									
VEN001625	R and T Auto Supply Inc	APP022025	11/11/2014	203012360	FIRE-VEHICLE MAINT		1,594.74		
VEN001417	Napa Auto Parts	APP022026	11/11/2014	203012360	FIRE-VEHICLE MAINT		491.16		
VEN000094	American Eagle Equipment	APP022027	11/11/2014	203012472	FIRE-EQUIP		133.00		

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Fund No. Fund Name									
203	Fire Operating								
Fire									
VEN000094	American Eagle Equipment	APP022028	11/11/2014	203012472	FIRE-EQUIP		1,822.00		
VEN003054	L and S Contractors	APP022029	11/11/2014	203012343	FIRE-BUILDING MAINTENAN		150.00	55477	11/26/2014
VEN000644	Enviro-max Inc	APP022030	11/11/2014	203012343	FIRE-BUILDING MAINTENAN		528.00		
VEN000301	Buckeye Power Sales Co	APP022031	11/11/2014	203012343	FIRE-BUILDING MAINTENAN		650.00		
VEN000480	CSI Signs	APP022032	11/11/2014	203012337	FIRE-PRINTING		156.20		
VEN002336	Citizens Westfield	APP022036	11/11/2014	203012342	FIRE-WATER/SEWER	Sta 83	350.16	55450	11/11/2014
VEN002336	Citizens Westfield	APP022036	11/11/2014	203012342	FIRE-WATER/SEWER	Sta 83	92.40	55450	11/11/2014
VEN002336	Citizens Westfield	APP022036	11/11/2014	203012342	FIRE-WATER/SEWER	Sta 82	212.28	55450	11/11/2014
VEN000644	Enviro-max Inc	APP022039	11/11/2014	203012343	FIRE-BUILDING MAINTENAN		795.67		
VEN001826	Staples	APP022060	11/12/2014	203012223	FIRE-OFFICE SUPPLIES		199.41		
VEN001459	North Central Co-Op	APP022061	11/12/2014	203012226	FIRE-VEHICLE GAS/SUPPLIE		2,737.27		
VEN001942	The Uniform House, Inc	APP022062	11/12/2014	203012229	FIRE-UNIFORMS		166.49		
VEN002028	UPS	APP022063	11/12/2014	203012333	FIRE-POSTAGE		26.68		
VEN001011	Infinisource	APP022106	11/17/2014	203012119	FIRE-HEALTH AND DENTAL	Cobra notices 12/1/14-5/31/15	292.33	55456	11/17/2014
VEN000849	Hamilton County Treasurer	APP022108	11/17/2014	203012336	FIRE-DISPATCH SERVICE	4th Quart E911	30,182.75		
VEN000301	Buckeye Power Sales Co	APP022113	11/17/2014	203012343	FIRE-BUILDING MAINTENAN		325.00		
VEN001537	Payroll	APP022131	11/17/2014	203012111	FIRE-SALARY	sal	173,878.00		
VEN001537	Payroll	APP022131	11/17/2014	203012120	FIRE-FICA AND MEDICARE	fica	10,303.08		
VEN001537	Payroll	APP022131	11/17/2014	203012120	FIRE-FICA AND MEDICARE	med	2,409.58		
VEN001537	Payroll	APP022131	11/17/2014	203012121	FIRE-PERF	perf	32,519.94		
VEN001877	T and T Sales promotions	APP022162	11/18/2014	203012229	FIRE-UNIFORMS		315.50		
VEN001123	Joe Lyons	APP022163	11/18/2014	203012360	FIRE-VEHICLE MAINT		10.00	55476	11/26/2014
VEN002425	AFC International Inc	APP022164	11/18/2014	203012242	FIRE-HAZMAT		375.85		
VEN002148	Witmer Public Safety Group	APP022165	11/18/2014	203012229	FIRE-UNIFORMS		92.00		
VEN002028	UPS	APP022166	11/18/2014	203012333	FIRE-POSTAGE		12.22		
VEN000469	Crawford Water Care	APP022168	11/18/2014	203012343	FIRE-BUILDING MAINTENAN		514.00		
VEN000733	Freije Engineered Solutions Co	APP022169	11/18/2014	203012343	FIRE-BUILDING MAINTENAN		158.00		
VEN000480	CSI Signs	APP022171	11/18/2014	203012337	FIRE-PRINTING		1,503.70		
VEN001376	Mike Sherley	APP022172	11/18/2014	203012360	FIRE-VEHICLE MAINT		15.00	55478	11/26/2014
VEN001646	Red Wing Shoe Company	APP022173	11/18/2014	203012229	FIRE-UNIFORMS		260.00		
VEN001815	Speedway Superamerica	APP022174	11/18/2014	203012226	FIRE-VEHICLE GAS/SUPPLIE		48.58		
VEN002048	Vectren	APP022175	11/18/2014	203012328	FIRE-GAS/HEAT		200.21	55461	11/18/2014

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Fund No. Fund Name									
203	Fire Operating								
Fire									
VEN000589	Duke Energy	APP022191	11/19/2014	203012341	FIRE-ELECTRIC	Electric bill	4,483.00	55464	11/19/2014
VEN000405	Citizens Energy Group	APP022193	11/19/2014	203012328	FIRE-GAS/HEAT	Sta 83	342.11	55462	11/19/2014
VEN001250	Lincoln National Life Insurance Co	APP022195	11/19/2014	203012119	FIRE-HEALTH AND DENTAL	ins	222.23	55465	11/19/2014
VEN000534	Delta Dental	APP022213	11/20/2014	203012119	FIRE-HEALTH AND DENTAL	ins	4,204.58	55468	11/20/2014
VEN000513	DavisVision	APP022215	11/20/2014	203012119	FIRE-HEALTH AND DENTAL	ins	741.62	55467	11/20/2014
VEN000405	Citizens Energy Group	APP022237	11/21/2014	203012328	FIRE-GAS/HEAT	Gas bill	788.61	55472	11/21/2014
VEN000052	Advantage HMO Health Plans	APP022293	11/24/2014	203012119	FIRE-HEALTH AND DENTAL	ins	49,843.76	55474	11/24/2014
VEN002050	Verizon Wireless	APP022313	11/24/2014	203012332	FIRE-CELL/PAGERS/MOBILE	Cell phones	692.62	55475	11/24/2014
VEN000903	Hoosier Fire Equipment	APP022380	12/1/2014	203012472	FIRE-EQUIP		8,800.00		
VEN002353	Boldens Cleaners	APP022381	12/1/2014	203012229	FIRE-UNIFORMS		87.25		
VEN001942	The Uniform House, Inc	APP022382	12/1/2014	203012229	FIRE-UNIFORMS		90.00		
VEN002425	AFC International Inc	APP022384	12/1/2014	203012242	FIRE-HAZMAT		62.25		
VEN001826	Staples	APP022385	12/1/2014	203012223	FIRE-OFFICE SUPPLIES		586.18		
VEN002899	VANS ELECTRICAL SYSTEM	APP022386	12/1/2014	203012360	FIRE-VEHICLE MAINT		487.00		
VEN000094	American Eagle Equipment	APP022387	12/1/2014	203012472	FIRE-EQUIP		315.00		
VEN000733	Freije Engineered Solutions Co	APP022388	12/1/2014	203012343	FIRE-BUILDING MAINTENAN		728.11		
VEN000040	Adam Robinson	APP022389	12/1/2014	203012334	FIRE-TRAVEL/TRAINING/SE		1,260.00		
VEN000373	Chase Equipment Finance Inc	APP022393	11/28/2014	203012332	FIRE-CELL/PAGERS/MOBILE	fire radios	36,679.75		
VEN001537	Payroll	APP022399	12/1/2014	203012111	FIRE-SALARY	sal	170,560.24		
VEN001537	Payroll	APP022399	12/1/2014	203012120	FIRE-FICA AND MEDICARE	fica	10,090.69		
VEN001537	Payroll	APP022399	12/1/2014	203012120	FIRE-FICA AND MEDICARE	med	2,359.90		
VEN001537	Payroll	APP022399	12/1/2014	203012121	FIRE-PERF	perf	32,485.39		
VEN003080	SimplexGrinnell	APP022431	12/2/2014	203012343	FIRE-BUILDING MAINTENAN		211.50		
VEN000682	Fastenal	APP022433	12/2/2014	203012360	FIRE-VEHICLE MAINT		26.66		
VEN002097	Westfield Chamber Of Commerce	APP022442	12/2/2014	203012347	FIRE-PROMOTIONS	Chamber luncheon 11/20	15.00		
Subtotal for Fire							589,684.65		
Subtotal for Fund 203 Fire Operating							589,684.65		

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Fund No. Fund Name									
206	Parks Programming/Events								
Parks									
VEN002270	Midwest Taekwondo Academy	APP022097	11/17/2014	206005349	PARKS PROGRAM/SERVICE	Taekwondo for October	215.00		
VEN001159	Kathleen Marsh	APP022098	11/17/2014	206005349	PARKS PROGRAM/SERVICE	Intermediate Knitting class for	60.00		
VEN000726	Franciosi Fitness Performance	APP022099	11/17/2014	206005349	PARKS PROGRAM/SERVICE	Number of sessions to be pai	160.00		
VEN002598	Creative Escape Inc	APP022100	11/17/2014	206005349	PARKS PROGRAM/SERVICE	Six enrollments for Paint A St	90.00		
VEN001356	Michael Ottinger	APP022101	11/17/2014	206005347	PARKS PROGRAM/PROMOT	Promotions - WIL - Sound Eq	1,000.00	55471	11/20/2014
VEN000401	Cindy Olson	APP022209	11/20/2014	206005347	PARKS PROGRAM/PROMOT	materials for WIL volunteer re	5.58		
VEN001356	Michael Ottinger	APP022227	11/20/2014	206005347	PARKS PROGRAM/PROMOT	Promotions-WIL-Soung Equip	1,000.00		
VEN002205	Big Bounce Fun House Rentals LLC	APP022228	11/20/2014	206005347	PARKS PROGRAM/PROMOT	Promotions-WIL-Train	1,107.00	55469	11/20/2014
VEN000321	Camelot Carriage Rides	APP022229	11/20/2014	206005347	PARKS PROGRAM/PROMOT	Carriage Rental - WIL	1,048.00	55470	11/20/2014
Subtotal for Parks							4,685.58		
Subtotal for Fund 206 Parks Programming/Events							4,685.58		
Fund No. Fund Name									
209	Performance Maintenance								
Public Works									
VEN001364	Midwest Paving LLC	APP022373	12/1/2014	209013474	PERFORMANCE MAINT CON	Repair and surface Walnut Ri	116,298.04		
Subtotal for Public Works							116,298.04		
Subtotal for Fund 209 Performance Maintenance							116,298.04		
Fund No. Fund Name									
239	Law Enforcement								
Police									
VEN000136	Applied Concepts Inc.	APP022042	11/11/2014	239002334	LAW ENFORCEMENT-TRAV	Lidar and Equipment	3,830.00		
VEN000373	Chase Equipment Finance Inc	APP022393	11/28/2014	239002473	LAW ENFORCEMENT-LEAS	police lease	33,890.71		
Subtotal for Police							37,720.71		
Subtotal for Fund 239 Law Enforcement							37,720.71		

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Fund No. Fund Name									
264	Road and Street Improvement (Road Impact)								
	Public Works								
VEN000218	Bernardin Lochmueller and Assoc.	APP022350	12/1/2014	264013349	ROAD IMPACT-SERVICES	Mill St. & PH01 Reg Det Desi	3,721.72		
VEN000218	Bernardin Lochmueller and Assoc.	APP022350	12/1/2014	264013349	ROAD IMPACT-SERVICES	Amend #1 for Mill St Design	0.00		
VEN000218	Bernardin Lochmueller and Assoc.	APP022350	12/1/2014	264013349	ROAD IMPACT-SERVICES	Amend #2 for Mill St Design	7,507.74		
VEN001338	Meridian Title Corp	APP022530	12/2/2014	264013349	ROAD IMPACT-SERVICES	Land purchase for 191st East	418,494.44		
	Subtotal for Public Works						429,723.90		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							429,723.90		
Fund No. Fund Name									
268	Emergency Medical and Equip								
	Fire								
VEN000266	Bound Tree Medical	APP022024	11/11/2014	268012224	EMS-OPERATING SUPPLIES		192.13		
VEN000266	Bound Tree Medical	APP022059	11/12/2014	268012224	EMS-OPERATING SUPPLIES		158.59		
VEN003076	Eileen M Cigich	APP022064	11/12/2014	268012349	EMS-SERVICES		449.00		
VEN003077	Elizabeth B Gale	APP022065	11/12/2014	268012349	EMS-SERVICES		96.05		
VEN003078	Gene R Morgan	APP022066	11/12/2014	268012349	EMS-SERVICES		25.00		
VEN003079	Opal A Wyatt	APP022067	11/12/2014	268012349	EMS-SERVICES		96.00		
VEN001050	IU Health Ball Memorial Hospital	APP022167	11/18/2014	268012224	EMS-OPERATING SUPPLIES		88.85		
VEN000065	Airgas Mid America	APP022170	11/18/2014	268012224	EMS-OPERATING SUPPLIES		301.19		
VEN000266	Bound Tree Medical	APP022210	11/20/2014	268012224	EMS-OPERATING SUPPLIES		88.55		
VEN000403	Ciproms Inc	APP022383	12/1/2014	268012349	EMS-SERVICES		1,125.22		
VEN000373	Chase Equipment Finance Inc	APP022395	12/1/2014	268012473	EMS-EMERGENCY MEDICAL	ambulance lease 2013	18,915.69	103120314	12/3/2014
VEN000637	EMSAR-indiana	APP022430	12/1/2014	268012224	EMS-OPERATING SUPPLIES		362.33		
	Subtotal for Fire						21,898.60		
Subtotal for Fund 268 Emergency Medical and Equip							21,898.60		

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Fund No. Fund Name									
269	Training Facility Center								
Public Safety (Police and Fire)									
VEN002191	City of Noblesville Utilities	APP022111	11/17/2014	269014342	TRAINING FAC-WATER/SE	Sewer charges for Oct	18.41	55455	11/17/2014
VEN002048	Vectren	APP022115	11/17/2014	269014328	TRAINING FAC-HEAT/GAS		39.26	55457	11/17/2014
VEN000843	Hamilton County Highway Dept	APP022132	11/17/2014	269014343	TRAINING FAC-BUILDING M		40,000.00		
VEN001900	Tevik Media	APP022133	11/17/2014	269014347	TRAINING FAC-PROMOTION		500.00		
VEN000405	Citizens Energy Group	APP022194	11/19/2014	269014342	TRAINING FAC-WATER/SE	Water ususage	13.20	55462	11/19/2014
VEN000365	Chapman Electric Supply	APP022291	11/24/2014	269014343	TRAINING FAC-BUILDING M		120.84		
VEN001304	Martin Marietta Materials	APP022377	12/1/2014	269014343	TRAINING FAC-BUILDING M	Training Facility	325.48		
VEN000589	Duke Energy	APP022407	12/1/2014	269014341	TRAINING FAC-ELECTRIC	Training Facility Fire Dept	335.54		
VEN000589	Duke Energy	APP022407	12/1/2014	269014341	TRAINING FAC-ELECTRIC	Training Facility Const Temp	187.97		
Subtotal for Public Safety (Police and Fire)							41,540.70		
Subtotal for Fund 269 Training Facility Center							41,540.70		
Fund No. Fund Name									
301	Eastside TIF								
RDC									
VEN000218	Bernardin Lochmueller and Assoc.	APP021188	11/20/2014	301018349	EASTSIDE TIF SERVICES	Regional Detention Design	1,190.00		
VEN001469	O W Krohn and Associates	APP022446	12/2/2014	301018349	EASTSIDE TIF SERVICES	Redevelopment Commission	950.00		
VEN001469	O W Krohn and Associates	APP022447	12/2/2014	301018349	EASTSIDE TIF SERVICES	Redevelopment Commission	1,023.75		
Subtotal for RDC							3,163.75		
Subtotal for Fund 301 Eastside TIF							3,163.75		
Fund No. Fund Name									
305	Grand Junction TIF								
RDC									
VEN001469	O W Krohn and Associates	APP022447	12/2/2014	305018349	GRAND JUNCTION TIF-SER	Redevelopment Commission	566.75		
Subtotal for RDC							566.75		
Subtotal for Fund 305 Grand Junction TIF							566.75		

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Fund No. Fund Name									
309	Eagletown TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP022447	12/2/2014	309018349	EAGLETOWN TIF SERVICES	Redevelopment Commission	189.50		
VEN002225	Butler Fairman and Seufert Inc	APP022456	12/2/2014	309018349	EAGLETOWN TIF SERVICES	Ditch Road Extension (SR 32	2,762.50		
	Subtotal for RDC						2,952.00		
Subtotal for Fund 309 Eagletown TIF							2,952.00		
Fund No. Fund Name									
313	2012 and 2013 COIT BAN Construction								
	Grand Park								
VEN001912	The Brickman Group LTD LLC	APP022150	11/18/2014	313015474	2012-13 COIT BAN-CONSTR	Misc Drainage & Irrigation Wo	8,000.00		
VEN000473	Crider and Crider	APP022225	11/20/2014	313015474	2012-13 COIT BAN-CONSTR	Site Development	88,700.00		
VEN000473	Crider and Crider	APP022225	11/20/2014	313015474	2012-13 COIT BAN-CONSTR	Site Development COs 1-5	399,386.00		
VEN002138	Williams Creek Consulting Inc	APP022351	12/1/2014	313015474	2012-13 COIT BAN-CONSTR	Wetlands Monitoring for GP	1,280.00		
VEN003124	Custom Net Backstops	APP022378	12/1/2014	313015474	2012-13 COIT BAN-CONSTR	D12 Net Removal	500.00		
VEN002259	Central Indiana Hardware	APP022448	12/2/2014	313015474	2012-13 COIT BAN-CONSTR	Locks for Bollard Posts	505.40		
VEN001931	The Motz Group LLC	APP022462	12/2/2014	313015474	2012-13 COIT BAN-CONSTR	Motz CO#02-04 Fence Toppe	34,164.00		
	Subtotal for Grand Park						532,535.40		
Subtotal for Fund 313 2012 and 2013 COIT BAN Construction							532,535.40		
Fund No. Fund Name									
427	Cum. Capital Development								
	Administration								
VEN000373	Chase Equipment Finance Inc	APP022394	11/28/2014	427001473	CUM CAP DEV-VEHICLE LEA	police lease 2012	54,961.33		
VEN000373	Chase Equipment Finance Inc	APP022394	11/28/2014	427001473	CUM CAP DEV-VEHICLE LEA	ladder truck 2012	56,599.04		
	Subtotal for Administration						111,560.37		
Subtotal for Fund 427 Cum. Capital Development							111,560.37		
Fund No. Fund Name									
546	Debt Service PSB Lease Rental								
	Clerk Treasurer								
VEN002032	US Bank	APP022396	12/1/2014	546014366	PSB-LEASE RENTAL PYMT	psb mortgage refund bond 20	270,000.00		
	Subtotal for Clerk Treasurer						270,000.00		
Subtotal for Fund 546 Debt Service PSB Lease Rental							270,000.00		

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Fund No. Fund Name									
640	Sports Campus Operating								
	Grand Park								
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	Field Sports HQ	1,334.13	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	Admin Bldg	1,035.00	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	Pump House	584.40	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	F2-4 Sports Lights	1,385.14	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	C1-& Commons	518.33	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	C4-& Commons	692.95	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	C2-& Commons	419.28	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	F6-8 Sports Lights	744.12	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	F1 Sports Lights	189.33	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	C9-& Commons	350.19	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	D13-16 Sports Lights	130.72	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	C10 & Commons	672.06	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	C7 & Commons	548.44	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	D2-5 Sports Lights	938.98	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	D1 Sports Lights	152.96	1064	11/11/2014
VEN000589	Duke Energy	APP022035	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	C6 & Commons	400.24	1064	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	201 W 191 St	118.21	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	152 W 186th St	118.21	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	721 E 191st St	118.21	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	711 E 191st St	118.21	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	720 E 186th St	118.21	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	5 E 191st St	118.21	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	943 E 191st St	118.21	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	201 W 191 St	133.93	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	152 W 186th St	133.14	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	721 E 191st St	131.57	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	711 E 191st St	133.54	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	720 E 186th St	133.14	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	5 E 191st St	141.81	1063	11/11/2014
VEN002336	Citizens Westfield	APP022038	11/11/2014	640015341	SPORTS CAMPUS-ELECTRI	943 E 191st St	135.11	1063	11/11/2014
VEN000739	Frontier	APP022335	11/25/2014	640015224	SPORTS CAMPUS-OPERATI	5 E 191st	215.67	1065	11/25/2014
VEN000739	Frontier	APP022335	11/25/2014	640015224	SPORTS CAMPUS-OPERATI	711 E 191st	205.63	1065	11/25/2014

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Fund No. Fund Name									
640 Sports Campus Operating									
Grand Park									
VEN001653	Regions Insurance Inc	APP022371	12/1/2014	640015339	SPORTS CAMPUS-INSURAN	Goals, Dugouts and Backstop	361.00		
Subtotal for Grand Park							12,648.28		
Subtotal for Fund 640 Sports Campus Operating							12,648.28		
Fund No. Fund Name									
641 Supplemental Reserv									
Administration									
VEN000678	Faegre Baker Daniels	APP022020	11/11/2014	641001349	SUPPLE RESERV CONTR S	Sale of Utilities	3,045.20		
VEN000678	Faegre Baker Daniels	APP022364	12/1/2014	641001349	SUPPLE RESERV CONTR S	Sale of Utilities	4,833.50		
VEN001671	Rieth-Riley Construction	APP022367	12/1/2014	641001349	SUPPLE RESERV CONTR S	Farr Hills	55,921.74		
VEN001671	Rieth-Riley Construction	APP022367	12/1/2014	641001349	SUPPLE RESERV CONTR S	Ridgewood	58,225.63		
Subtotal for Administration							122,026.07		
Subtotal for Fund 641 Supplemental Reserv							122,026.07		
Fund No. Fund Name									
646 WestfieldConnects									
WestfieldConnects									
VEN000965	Indiana Fiber Network	APP022435	12/2/2014	646019349	WESTFIELDCONNECTS-SE	Generator power monitoring	140.00		
VEN001462	Northern Lights	APP022436	12/2/2014	646019349	WESTFIELDCONNECTS-SE	Emergency call	112.50		
VEN001940	The Times	APP022444	12/2/2014	646019349	WESTFIELDCONNECTS-SE	Westfield Fiber Optic Board n	15.70		
Subtotal for WestfieldConnects							268.20		
Subtotal for Fund 646 WestfieldConnects							268.20		

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Fund No. Fund Name									
651	Infrastructure Improv								
Public Works									
VEN000359	CHA Consulting Inc	APP022013	11/11/2014	651013474	INFRASTRUCTURE IMPRO	Replaces PO2209/Union St E	1,026.00		
VEN002019	United Consulting Engineers	APP022102	11/17/2014	651013474	INFRASTRUCTURE IMPRO	Monon Trail over SR 32 and T	5,650.00		
VEN000562	DLZ	APP022185	11/18/2014	651013474	INFRASTRUCTURE IMPRO	Replaces PO2125 corr appr n	797.50		
VEN000799	Grady Brothers Inc	APP022186	11/18/2014	651013474	INFRASTRUCTURE IMPRO	Resurfacing Union St	13,842.00		
VEN000799	Grady Brothers Inc	APP022186	11/18/2014	651013474	INFRASTRUCTURE IMPRO	Resurfacing 186th and Shady	15,797.62		
VEN000799	Grady Brothers Inc	APP022186	11/18/2014	651013474	INFRASTRUCTURE IMPRO	Resurfacing Carey	30,874.46		
VEN000596	E and B Paving Inc	APP022221	11/20/2014	651013474	INFRASTRUCTURE IMPRO		308,254.16		
VEN000218	Bernardin Lochmueller and Assoc.	APP022308	11/24/2014	651013474	INFRASTRUCTURE IMPRO	Replaces PO2118 Amendme	1,600.00		
VEN000359	CHA Consulting Inc	APP022316	11/24/2014	651013474	INFRASTRUCTURE IMPRO	Replaces PO2209/Union St E	7,806.22		
VEN000359	CHA Consulting Inc	APP022316	11/24/2014	651013474	INFRASTRUCTURE IMPRO	Amend No 1 / Per Gary okay	11,840.82		
VEN003126	Jason M Hoffman	APP022376	12/1/2014	651013474	INFRASTRUCTURE IMPRO	CDBG North Union - Hoffman	1,000.00		
VEN000473	Crider and Crider	APP022379	12/1/2014	651013474	INFRASTRUCTURE IMPRO	Replaces PO2008 corr app n	584,976.81		
VEN001671	Rieth-Riley Construction	APP022453	12/2/2014	651013474	INFRASTRUCTURE IMPRO	North Union St. Extension- Co	259,595.54		
VEN001671	Rieth-Riley Construction	APP022453	12/2/2014	651013474	INFRASTRUCTURE IMPRO	Change orders 1-8	35,498.28		
VEN000473	Crider and Crider	APP022454	12/2/2014	651013474	INFRASTRUCTURE IMPRO	191st and Tomlinson Rounda	111,770.10		
Subtotal for Public Works							1,390,329.51		
Subtotal for Fund 651 Infrastructure Improv							1,390,329.51		
Fund No. Fund Name									
701	Payroll								
Clerk Treasurer									
VEN000008	77 Police and Fire Fund	APP021997	11/6/2014	701008133	PAYROLL-PERF	11/6 perf	47,240.16	100110614	11/17/2014
VEN001550	PERF	APP021998	11/6/2014	701008133	PAYROLL-PERF	1106 perf	34,237.96	101110614	11/17/2014
VEN001537	Payroll	APP022127	11/17/2014	701008110	PAYROLL-NET SALARIES	net	313,576.79	103112014	11/20/2014
VEN000920	Huntington National Bank	APP022128	11/17/2014	701008131	PAYROLL-EMPLOYER'S FIC	fica	26,817.45	101112014	11/20/2014
VEN000920	Huntington National Bank	APP022128	11/17/2014	701008132	PAYROLL-EMPLOYER'S ME	med	6,313.71	101112014	11/20/2014
VEN000920	Huntington National Bank	APP022128	11/17/2014	701008921	PAYROLL-FEDERAL WITHH	fed	51,783.11	101112014	11/20/2014
VEN000920	Huntington National Bank	APP022128	11/17/2014	701008922	PAYROLL-EMPLOYEE FICA	med	6,313.73	101112014	11/20/2014
VEN000920	Huntington National Bank	APP022128	11/17/2014	701008922	PAYROLL-EMPLOYEE FICA	fica	26,817.46	101112014	11/20/2014
VEN000959	Indiana Dept Of Revenue	APP022129	11/17/2014	701008923	PAYROLL-STATE WITHHOL	state	14,191.53	102112014	11/20/2014
VEN000959	Indiana Dept Of Revenue	APP022129	11/17/2014	701008923	PAYROLL-STATE WITHHOL	coit	4,576.93	102112014	11/20/2014
VEN000058	AFLAC	APP022137	11/18/2014	701008930	PAYROLL-INS. DED	1115 Ins premium	8,047.68	16269	11/18/2014

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Fund No. Fund Name									
900	Stormwater								
Stormwater									
VEN002943	Ora Lee Davis	APP021980	11/5/2014	900016370	STORMWATER-REFUND	OP	24.93	35383	11/5/2014
VEN001537	Payroll	APP022130	11/17/2014	900016111	STORM-SALARY	sal	2,298.40		
VEN001537	Payroll	APP022130	11/17/2014	900016120	STORM-FICA AND MEDICAR	fica	142.50		
VEN001537	Payroll	APP022130	11/17/2014	900016120	STORM-FICA AND MEDICAR	med	33.33		
VEN001537	Payroll	APP022130	11/17/2014	900016121	STORM-PERF	perf	310.28		
VEN000480	CSI Signs	APP022148	11/18/2014	900016347	STORM-PROMOTIONS	Boards	500.00		
VEN002424	IUPPS	APP022151	11/18/2014	900016309	STORM-CONSULTING FEES	Services for Sept	1,410.30		
VEN002234	Land Collective LLC	APP022226	11/20/2014	900016309	STORM-CONSULTING FEES	GJ - Reimbursable Expenses	0.00		
VEN002460	Quinn Shepherd	APP022238	11/21/2014	900016370	STORMWATER-REFUND		145.03	35425	11/21/2014
VEN003049	Megan and Jerry Lopez	APP022239	11/21/2014	900016370	STORMWATER-REFUND		153.30	35421	11/21/2014
VEN003082	Steve and Celina Schnadenberg	APP022240	11/18/2014	900016370	STORMWATER-REFUND		448.30	35432	11/21/2014
VEN003083	Robert Elliott	APP022241	11/21/2014	900016370	STORMWATER-REFUND		10.21	35428	11/21/2014
VEN003084	Marjorie Destafano	APP022242	11/21/2014	900016370	STORMWATER-REFUND		5.87	35419	11/21/2014
VEN003085	Patrick and Brandy Mchugh	APP022243	11/21/2014	900016370	STORMWATER-REFUND		5.68	35423	11/21/2014
VEN003086	Brad Rodebeck	APP022244	11/21/2014	900016370	STORMWATER-REFUND		5.68	35395	11/21/2014
VEN003087	Eileen Clodfelder	APP022245	11/21/2014	900016370	STORMWATER-REFUND		19.85	35404	11/21/2014
VEN003088	Paul Brankle	APP022246	11/21/2014	900016370	STORMWATER-REFUND		5.59	35424	11/21/2014
VEN003089	Robert Purves	APP022247	11/21/2014	900016370	STORMWATER-REFUND		6.97	35429	11/21/2014
VEN003090	Marc and Jodi Murphy	APP022248	11/21/2014	900016370	STORMWATER-REFUND		5.32	35417	11/21/2014
VEN003091	Jack Sweeney	APP022249	11/21/2014	900016370	STORMWATER-REFUND		5.59	35409	11/21/2014
VEN003092	Charles Rideout	APP022250	11/21/2014	900016370	STORMWATER-REFUND		5.78	35399	11/21/2014
VEN003093	Tom Cain	APP022251	11/21/2014	900016370	STORMWATER-REFUND		5.32	35433	11/21/2014
VEN003094	David Weekly Homes	APP022252	11/21/2014	900016370	STORMWATER-REFUND		13.76	35402	11/21/2014
VEN003095	Ali Laitas	APP022253	11/21/2014	900016370	STORMWATER-REFUND		8.34	35392	11/21/2014
VEN003096	Bendnel LLC	APP022254	11/21/2014	900016370	STORMWATER-REFUND		15.17	35394	11/21/2014
VEN003097	Lynda Gordon	APP022255	11/21/2014	900016370	STORMWATER-REFUND		9.84	35416	11/21/2014
VEN003098	Valorem Real Estates	APP022256	11/21/2014	900016370	STORMWATER-REFUND		5.96	35434	11/21/2014
VEN003099	Grand Junction Properties	APP022257	11/21/2014	900016370	STORMWATER-REFUND		15.17	35408	11/21/2014
VEN003100	Stacie McLimore	APP022258	11/21/2014	900016370	STORMWATER-REFUND		5.87	35431	11/21/2014
VEN003101	Muthuramesh Ganapathy	APP022259	11/21/2014	900016370	STORMWATER-REFUND		6.33	35422	11/21/2014
VEN003102	Christy Webber	APP022260	11/21/2014	900016370	STORMWATER-REFUND		11.45	35400	11/21/2014
VEN003123	Chad Hahn	APP022261	11/21/2014	900016370	STORMWATER-REFUND		6.88	35398	11/21/2014

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN003053	Margaret Carmony	APP022262	11/21/2014	900016370	STORMWATER-REFUND		50.00	35418	11/21/2014
VEN003104	Mark Resler	APP022264	11/21/2014	900016370	STORMWATER-REFUND		4.95	35420	11/21/2014
VEN003106	Gary and Suzanne Mayes	APP022265	11/21/2014	900016370	STORMWATER-REFUND		3.67	35406	11/21/2014
VEN003107	Lawrence Clarino	APP022266	11/21/2014	900016370	STORMWATER-REFUND		5.59	35415	11/21/2014
VEN003105	Brenda Wheeler	APP022267	11/21/2014	900016370	STORMWATER-REFUND		3.67	35396	11/21/2014
VEN003108	Frances Thurston	APP022268	11/21/2014	900016370	STORMWATER-REFUND		4.31	35405	11/21/2014
VEN003109	Khalif Abamislomov	APP022269	11/21/2014	900016370	STORMWATER-REFUND		5.68	35414	11/21/2014
VEN003110	Katy Palmer	APP022270	11/21/2014	900016370	STORMWATER-REFUND		5.59	35412	11/21/2014
VEN003111	Sara Lehr	APP022271	11/21/2014	900016370	STORMWATER-REFUND		8.19	35430	11/21/2014
VEN003112	Katie Pfledderer	APP022272	11/21/2014	900016370	STORMWATER-REFUND		3.67	35411	11/21/2014
VEN003113	Barbara Meyer	APP022273	11/21/2014	900016370	STORMWATER-REFUND		5.50	35393	11/21/2014
VEN003114	Aaron and Laura Raff	APP022274	11/21/2014	900016370	STORMWATER-REFUND		5.68	35391	11/21/2014
VEN003115	Richard Wellinghoff	APP022275	11/21/2014	900016370	STORMWATER-REFUND		4.49	35427	11/21/2014
VEN003116	Jerrold Cowan	APP022276	11/21/2014	900016370	STORMWATER-REFUND		5.32	35410	11/21/2014
VEN003117	Century 21 Scheetz	APP022277	11/21/2014	900016370	STORMWATER-REFUND		4.95	35397	11/21/2014
VEN003118	Randell Graham	APP022278	11/21/2014	900016370	STORMWATER-REFUND		5.32	35426	11/21/2014
VEN003119	David Stermerick	APP022280	11/21/2014	900016370	STORMWATER-REFUND		4.68	35401	11/21/2014
VEN003120	Gloria Ann Ackerson	APP022281	11/21/2014	900016370	STORMWATER-REFUND		2.75	35407	11/21/2014
VEN003121	Kevin Beckstein	APP022282	11/21/2014	900016370	STORMWATER-REFUND		3.76	35413	11/21/2014
VEN003122	Doug Rowe	APP022283	11/21/2014	900016370	STORMWATER-REFUND		8.98	35403	11/21/2014
VEN000891	Hittle Landscaping	APP022348	12/1/2014	900016475	STORM-INFRASTRUCTURE	Drainage Repair for South W	3,108.63		
VEN000891	Hittle Landscaping	APP022372	12/1/2014	900016474	STORM-CONSTRUCTION C	Ridgewood Rear Swale Repai	1,834.72		
VEN001537	Payroll	APP022398	12/1/2014	900016111	STORM-SALARY	sal	2,298.40		
VEN001537	Payroll	APP022398	12/1/2014	900016120	STORM-FICA AND MEDICAR	fica	142.50		
VEN001537	Payroll	APP022398	12/1/2014	900016120	STORM-FICA AND MEDICAR	med	33.32		
VEN001537	Payroll	APP022398	12/1/2014	900016121	STORM-PERF	perf	310.28		
VEN003128	Linda Uhl	APP022417	12/1/2014	900016370	STORMWATER-REFUND		3.39		
VEN003129	Huihui Chan	APP022418	12/1/2014	900016370	STORMWATER-REFUND		11.97		
VEN003130	Rex and Robert Kinkead	APP022419	12/1/2014	900016370	STORMWATER-REFUND		7.92		
VEN003131	Huntington Bank	APP022420	12/1/2014	900016370	STORMWATER-REFUND		7.00		
VEN003132	Starbucks	APP022421	12/1/2014	900016370	STORMWATER-REFUND		7.00		
VEN003133	Greg Wilson	APP022422	12/1/2014	900016370	STORMWATER-REFUND		3.67		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
900	Stormwater								
Stormwater									
VEN003134	Amanda Mills	APP022423	12/1/2014	900016370	STORMWATER-REFUND		2.75		
VEN003135	Linda and Michael Smith	APP022424	12/1/2014	900016370	STORMWATER-REFUND		4.40		
VEN003136	Commons at Springmill	APP022425	12/1/2014	900016370	STORMWATER-REFUND		7.00		
VEN003137	Steele Property Group	APP022426	12/1/2014	900016370	STORMWATER-REFUND		7.88		
VEN003138	Stephen Adamso	APP022427	12/1/2014	900016370	STORMWATER-REFUND		4.76		
VEN003139	Indy House	APP022428	12/1/2014	900016370	STORMWATER-REFUND		3.39		
VEN002193	Christopher Burke	APP022439	12/2/2014	900016309	STORM-CONSULTING FEES	Stormwater Utility Rate Study	2,331.26		
VEN001708	RPM Machinery	APP022445	12/2/2014	900016474	STORM-CONSTRUCTION C	Dozer rental for Mill St Parkin	2,536.00		
VEN000608	Eco-Infrastructure Solution	APP022449	12/2/2014	900016475	STORM-INFRASTRUCTURE	Union Street Dance Studio	470.00		
VEN000646	Environmental Laboratories	APP022452	12/2/2014	900016309	STORM-CONSULTING FEES	Coliform and E Coli	120.00		
Subtotal for Stormwater							19,049.99		
Subtotal for Fund 900 Stormwater							19,049.99		
Fund No. Fund Name									
950	Trash								
Trash									
VEN001637	Ray's Trash Service	APP022211	11/20/2014	950017349	TRASH-ADM SERVICES	Payments collected in Octobe	194,828.93	35390	11/20/2014
VEN003083	Robert Elliott	APP022241	11/21/2014	950017349	TRASH-ADM SERVICES		1.17	35428	11/21/2014
VEN003083	Robert Elliott	APP022241	11/21/2014	950017370	TRASH-REFUND		23.57	35428	11/21/2014
VEN003084	Marjorie Destafano	APP022242	11/21/2014	950017349	TRASH-ADM SERVICES		1.15	35419	11/21/2014
VEN003084	Marjorie Destafano	APP022242	11/21/2014	950017370	TRASH-REFUND		23.21	35419	11/21/2014
VEN003085	Patrick and Brandy Mchugh	APP022243	11/21/2014	950017349	TRASH-ADM SERVICES		1.12	35423	11/21/2014
VEN003085	Patrick and Brandy Mchugh	APP022243	11/21/2014	950017370	TRASH-REFUND		22.49	35423	11/21/2014
VEN003086	Brad Rodebeck	APP022244	11/21/2014	950017349	TRASH-ADM SERVICES		1.12	35395	11/21/2014
VEN003086	Brad Rodebeck	APP022244	11/21/2014	950017370	TRASH-REFUND		22.49	35395	11/21/2014
VEN003087	Eileen Clodfelder	APP022245	11/21/2014	950017349	TRASH-ADM SERVICES		1.12	35404	11/21/2014
VEN003087	Eileen Clodfelder	APP022245	11/21/2014	950017370	TRASH-REFUND		22.49	35404	11/21/2014
VEN003088	Paul Brankle	APP022246	11/21/2014	950017349	TRASH-ADM SERVICES		1.10	35424	11/21/2014
VEN003088	Paul Brankle	APP022246	11/21/2014	950017370	TRASH-REFUND		22.12	35424	11/21/2014
VEN003089	Robert Purves	APP022247	11/21/2014	950017349	TRASH-ADM SERVICES		1.37	35429	11/21/2014
VEN003089	Robert Purves	APP022247	11/21/2014	950017370	TRASH-REFUND		27.56	35429	11/21/2014
VEN003090	Marc and Jodi Murphy	APP022248	11/21/2014	950017349	TRASH-ADM SERVICES		1.04	35417	11/21/2014

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Fund No. Fund Name									
950 Trash									
Trash									
VEN003090	Marc and Jodi Murphy	APP022248	11/21/2014	950017370	TRASH-REFUND		21.03	35417	11/21/2014
VEN003091	Jack Sweeney	APP022249	11/21/2014	950017349	TRASH-ADM SERVICES		1.10	35409	11/21/2014
VEN003091	Jack Sweeney	APP022249	11/21/2014	950017370	TRASH-REFUND		22.12	35409	11/21/2014
VEN003092	Charles Rideout	APP022250	11/21/2014	950017349	TRASH-ADM SERVICES		1.13	35399	11/21/2014
VEN003092	Charles Rideout	APP022250	11/21/2014	950017370	TRASH-REFUND		22.85	35399	11/21/2014
VEN003093	Tom Cain	APP022251	11/21/2014	950017349	TRASH-ADM SERVICES		1.04	35433	11/21/2014
VEN003093	Tom Cain	APP022251	11/21/2014	950017370	TRASH-REFUND		21.03	35433	11/21/2014
VEN003094	David Weekly Homes	APP022252	11/21/2014	950017349	TRASH-ADM SERVICES		1.35	35402	11/21/2014
VEN003094	David Weekly Homes	APP022252	11/21/2014	950017370	TRASH-REFUND		27.20	35402	11/21/2014
VEN003095	Ali Laitas	APP022253	11/21/2014	950017349	TRASH-ADM SERVICES		1.64	35392	11/21/2014
VEN003095	Ali Laitas	APP022253	11/21/2014	950017370	TRASH-REFUND		33.00	35392	11/21/2014
VEN003097	Lynda Gordon	APP022255	11/21/2014	950017349	TRASH-ADM SERVICES		1.10	35416	11/21/2014
VEN003097	Lynda Gordon	APP022255	11/21/2014	950017370	TRASH-REFUND		22.12	35416	11/21/2014
VEN003098	Valorem Real Estates	APP022256	11/21/2014	950017349	TRASH-ADM SERVICES		1.17	35434	11/21/2014
VEN003098	Valorem Real Estates	APP022256	11/21/2014	950017370	TRASH-REFUND		23.57	35434	11/21/2014
VEN003100	Stacie McLimore	APP022258	11/21/2014	950017349	TRASH-ADM SERVICES		1.15	35431	11/21/2014
VEN003100	Stacie McLimore	APP022258	11/21/2014	950017370	TRASH-REFUND		23.21	35431	11/21/2014
VEN003101	Muthuramesh Ganapathy	APP022259	11/21/2014	950017349	TRASH-ADM SERVICES		1.24	35422	11/21/2014
VEN003101	Muthuramesh Ganapathy	APP022259	11/21/2014	950017370	TRASH-REFUND		25.02	35422	11/21/2014
VEN003102	Christy Webber	APP022260	11/21/2014	950017349	TRASH-ADM SERVICES		1.39	35400	11/21/2014
VEN003102	Christy Webber	APP022260	11/21/2014	950017370	TRASH-REFUND		27.93	35400	11/21/2014
VEN003123	Chad Hahn	APP022261	11/21/2014	950017349	TRASH-ADM SERVICES		1.35	35398	11/21/2014
VEN003123	Chad Hahn	APP022261	11/21/2014	950017370	TRASH-REFUND		27.20	35398	11/21/2014
VEN003104	Mark Resler	APP022264	11/21/2014	950017349	TRASH-ADM SERVICES		0.97	35420	11/21/2014
VEN003104	Mark Resler	APP022264	11/21/2014	950017370	TRASH-REFUND		19.58	35420	11/21/2014
VEN003106	Gary and Suzanne Mayes	APP022265	11/21/2014	950017349	TRASH-ADM SERVICES		0.72	35406	11/21/2014
VEN003106	Gary and Suzanne Mayes	APP022265	11/21/2014	950017370	TRASH-REFUND		14.51	35406	11/21/2014
VEN003107	Lawrence Clarino	APP022266	11/21/2014	950017349	TRASH-ADM SERVICES		1.10	35415	11/21/2014
VEN003107	Lawrence Clarino	APP022266	11/21/2014	950017370	TRASH-REFUND		22.12	35415	11/21/2014
VEN003105	Brenda Wheeler	APP022267	11/21/2014	950017349	TRASH-ADM SERVICES		0.72	35396	11/21/2014
VEN003105	Brenda Wheeler	APP022267	11/21/2014	950017370	TRASH-REFUND		14.51	35396	11/21/2014
VEN003108	Frances Thurston	APP022268	11/21/2014	950017349	TRASH-ADM SERVICES		0.85	35405	11/21/2014

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Fund No. Fund Name									
950 Trash									
Trash									
VEN003108	Frances Thurston	APP022268	11/21/2014	950017370	TRASH-REFUND		17.05	35405	11/21/2014
VEN003109	Khalif Abamislomov	APP022269	11/21/2014	950017349	TRASH-ADM SERVICES		1.12	35414	11/21/2014
VEN003109	Khalif Abamislomov	APP022269	11/21/2014	950017370	TRASH-REFUND		22.49	35414	11/21/2014
VEN003110	Katy Palmer	APP022270	11/21/2014	950017349	TRASH-ADM SERVICES		1.10	35412	11/21/2014
VEN003110	Katy Palmer	APP022270	11/21/2014	950017370	TRASH-REFUND		22.12	35412	11/21/2014
VEN003111	Sara Lehr	APP022271	11/21/2014	950017349	TRASH-ADM SERVICES		0.77	35430	11/21/2014
VEN003111	Sara Lehr	APP022271	11/21/2014	950017370	TRASH-REFUND		15.59	35430	11/21/2014
VEN003112	Katie Pfledderer	APP022272	11/21/2014	950017349	TRASH-ADM SERVICES		0.72	35411	11/21/2014
VEN003112	Katie Pfledderer	APP022272	11/21/2014	950017370	TRASH-REFUND		14.51	35411	11/21/2014
VEN003113	Barbara Meyer	APP022273	11/21/2014	950017349	TRASH-ADM SERVICES		1.08	35393	11/21/2014
VEN003113	Barbara Meyer	APP022273	11/21/2014	950017370	TRASH-REFUND		21.76	35393	11/21/2014
VEN003114	Aaron and Laura Raff	APP022274	11/21/2014	950017349	TRASH-ADM SERVICES		1.12	35391	11/21/2014
VEN003114	Aaron and Laura Raff	APP022274	11/21/2014	950017370	TRASH-REFUND		22.49	35391	11/21/2014
VEN003115	Richard Wellinghoff	APP022275	11/21/2014	950017349	TRASH-ADM SERVICES		0.88	35427	11/21/2014
VEN003115	Richard Wellinghoff	APP022275	11/21/2014	950017370	TRASH-REFUND		17.77	35427	11/21/2014
VEN003116	Jerrold Cowan	APP022276	11/21/2014	950017349	TRASH-ADM SERVICES		1.04	35410	11/21/2014
VEN003116	Jerrold Cowan	APP022276	11/21/2014	950017370	TRASH-REFUND		21.03	35410	11/21/2014
VEN003117	Century 21 Scheetz	APP022277	11/21/2014	950017349	TRASH-ADM SERVICES		0.97	35397	11/21/2014
VEN003117	Century 21 Scheetz	APP022277	11/21/2014	950017370	TRASH-REFUND		19.58	35397	11/21/2014
VEN003118	Randell Graham	APP022278	11/21/2014	950017349	TRASH-ADM SERVICES		1.04	35426	11/21/2014
VEN003118	Randell Graham	APP022278	11/21/2014	950017370	TRASH-REFUND		21.03	35426	11/21/2014
VEN003119	David Stermerick	APP022280	11/21/2014	950017349	TRASH-ADM SERVICES		0.92	35401	11/21/2014
VEN003119	David Stermerick	APP022280	11/21/2014	950017370	TRASH-REFUND		18.50	35401	11/21/2014
VEN003120	Gloria Ann Ackerson	APP022281	11/21/2014	950017349	TRASH-ADM SERVICES		0.54	35407	11/21/2014
VEN003120	Gloria Ann Ackerson	APP022281	11/21/2014	950017370	TRASH-REFUND		10.88	35407	11/21/2014
VEN003121	Kevin Beckstein	APP022282	11/21/2014	950017349	TRASH-ADM SERVICES		0.74	35413	11/21/2014
VEN003121	Kevin Beckstein	APP022282	11/21/2014	950017370	TRASH-REFUND		14.87	35413	11/21/2014
VEN003122	Doug Rowe	APP022283	11/21/2014	950017349	TRASH-ADM SERVICES		0.92	35403	11/21/2014
VEN003122	Doug Rowe	APP022283	11/21/2014	950017370	TRASH-REFUND		18.50	35403	11/21/2014
VEN003128	Linda Uhl	APP022417	12/1/2014	950017349	TRASH-ADM SERVICES		0.67		
VEN003128	Linda Uhl	APP022417	12/1/2014	950017370	TRASH-REFUND		13.42		
VEN003129	Huihui Chan	APP022418	12/1/2014	950017349	TRASH-ADM SERVICES		0.72		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
950	Trash								
	Trash								
VEN003129	Huihui Chan	APP022418	12/1/2014	950017370	TRASH-REFUND		14.51		
VEN003130	Rex and Robert Kinkad	APP022419	12/1/2014	950017349	TRASH-ADM SERVICES		0.72		
VEN003130	Rex and Robert Kinkad	APP022419	12/1/2014	950017370	TRASH-REFUND		14.51		
VEN003133	Greg Wilson	APP022422	12/1/2014	950017349	TRASH-ADM SERVICES		0.72		
VEN003133	Greg Wilson	APP022422	12/1/2014	950017370	TRASH-REFUND		14.51		
VEN003134	Amanda Mills	APP022423	12/1/2014	950017349	TRASH-ADM SERVICES		0.54		
VEN003134	Amanda Mills	APP022423	12/1/2014	950017370	TRASH-REFUND		10.88		
VEN003135	Linda and Michael Smith	APP022424	12/1/2014	950017349	TRASH-ADM SERVICES		0.86		
VEN003135	Linda and Michael Smith	APP022424	12/1/2014	950017370	TRASH-REFUND		17.41		
VEN003137	Steele Property Group	APP022426	12/1/2014	950017349	TRASH-ADM SERVICES		0.77		
VEN003137	Steele Property Group	APP022426	12/1/2014	950017370	TRASH-REFUND		15.59		
VEN003138	Stephen Adamso	APP022427	12/1/2014	950017349	TRASH-ADM SERVICES		0.76		
VEN003138	Stephen Adamso	APP022427	12/1/2014	950017370	TRASH-REFUND		15.23		
VEN003139	Indy House	APP022428	12/1/2014	950017349	TRASH-ADM SERVICES		0.67		
VEN003139	Indy House	APP022428	12/1/2014	950017370	TRASH-REFUND		13.42		
	Subtotal for Trash						195,814.11		
	Subtotal for Fund 950 Trash						195,814.11		
	Posted Invoices Total						5,917,961.76		

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
206	Parks Programming/Events						
	Parks						
VEN001356	Michael Ottinger	ACP000376	11/20/2014	206005347	Parks Program/Promotions	Parks Program/Promotions	1,000.00
	Subtotal for						1,000.00
Subtotal by Fund 206 Parks Programming/Events							1,000.00
Credit Memo Total							1,000.00

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Lease") is made and entered into as of the ____ day of _____, 2014 (the "Effective Date"), by and between the **CITY OF WESTFIELD, INDIANA** ("Landlord") and **BYRD ENTERPRISES, INC.**, an Indiana corporation ("Tenant"). Landlord is the lessee under that certain Lease Agreement, dated November 5, 2014, from Holladay Properties Grand Park Sports I LLC ("Master Lease") for the entire facility and real property located at 19000 Grand Park Boulevard, Westfield, Indiana.

WITNESSETH:

ARTICLE I **LEASED PREMISES AND COMMON AREAS**

Section 1.01. Leased Premises. Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord, a portion of the integrated indoor soccer facility located at 19000 Grand Park Boulevard, Westfield, Indiana, on the real estate described on Exhibit A attached hereto and incorporated herein by reference (the "Facility"). The portion of the Facility hereby leased to Tenant is depicted and designated as the "Food Service" area on the mezzanine level, the "Lounge" on the second floor, and the dedicated restrooms on the second floor, all as shown on the attached Exhibit B (the "Leased Premises"), containing approximately Seventeen Thousand Forty (17,040) rentable square feet in the areas listed on Exhibit C attached hereto ("Rentable Area"). Landlord shall be entitled to change or modify the building, Common Areas (as hereinafter defined) or other improvements and facilities in the Facility, provided that neither the Leased Premises nor the general character of the Facility shall be materially changed.

Section 1.02. Use of Common Areas. Landlord grants to Tenant, its agents, employees, invitees, licensees and concessionaires the non-exclusive right during the Lease Term (as hereinafter defined) to use the parking areas and ingress, egress and access roads and the Common Areas as shall be made available by Landlord in its sole discretion and subject to the Rules and Regulations of the Facility. Tenant's use of the Common Areas shall be in common with others entitled to the use thereof and subject to the provisions of this Lease.

Section 1.03. Master Lease. Landlord is the tenant under the Master Lease (the "Master Lease") with the Prime Landlord identified above. Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Master Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Master Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Master Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure

ARTICLE II **LEASE TERM**

Section 2.01. Term. The term of this Lease shall be for the period commencing on the "Commencement Date" (as hereinafter defined) and continuing for one hundred twenty (120) months from the Commencement Date ("Term"). The "Commencement Date" shall be November __, 2014. The "Rent Commencement Date" shall be the date on which the Leased Premises are available for occupancy by Tenant. The parties shall execute a confirmation of the Lease Term reflecting the actual Commencement Date and Rent Commencement Date. As used in this Lease, the term "Lease Year" shall mean a calendar year, the first Lease Year commencing on the first day of January following the Rent

Commencement Date, and each succeeding Lease Year commencing on the anniversary of the first Lease Year. A "Fractional Lease Year" is defined to mean the period from the Rent Commencement Date to December 31 of such year and the period of the Lease Term following the last full calendar Lease Year, whether the Lease expires by its terms or otherwise.

Section 2.02. Renewal. If Tenant is not in default of any of the terms and conditions of this Lease and there is not any fact or circumstance which, with the passage of time or the giving of notice or both, could constitute a default hereunder, then Tenant shall have the option to renew this Lease for two (2) additional terms of five (5) years each (each a "Renewal Term"), the first of which shall commence upon the expiration of the Term and the second of which shall commence upon the expiration of the first Renewal Term. All of the terms, provisions, conditions, covenants, and obligations of this Lease shall apply during the Renewal Terms, except that the Minimum Rent shall be as set forth in Section 4.06 herein. The renewal option shall be exercised by Tenant providing written notice to Landlord of Tenant's intent to exercise its renewal option not less than one hundred eighty (180) days prior to the expiration of the Original Term or the first Renewal Term, as applicable. If notice is not given in the manner provided herein within the time specified, this option to renew shall expire. The Original Term and any Renewal Terms are referred to herein collectively as the "Lease Term".

Section 2.03. Holding Over. If Tenant holds over and remains in possession of the Leased Premises after the expiration or earlier termination of this Lease with the consent of Landlord and without the execution of a new lease, such holding over and continued possession shall, if rent is paid by Tenant and accepted by Landlord, constitute a month to month lease upon the terms (other than length of Term) herein specified, except with rental at the rate of one hundred fifty percent (150%) of the last month's rent, which holdover may at any time be terminated by either party upon thirty (30) days written notice given to the other party. If Tenant remains in possession of the Leased Premises after the expiration or earlier termination of this Lease without the consent of Landlord, Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance with rent of two hundred percent (200%) of the last month's rent and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to a tenancy at sufferance.

ARTICLE III **CONSTRUCTION OF IMPROVEMENTS**

Section 3.01. Landlord's Work. Landlord shall substantially complete construction and furnishing all appliances, fixtures, and equipment to the Facility and the Leased Premises, subject to minor punch list items, on or before the Rent Commencement Date.

Section 3.02. Fixtures. All of Tenant's trade fixtures and equipment installed in or at the Leased Premises may be removed by Tenant upon the expiration or earlier termination of this Lease, provided that (i) Tenant shall repair any damage to the Leased Premises or the Facility caused by such removal, and (ii) there is no default nor any fact or circumstance which, with the passage of time or the giving of notice or both, could become a default hereunder by Tenant at such time. After the expiration or earlier termination of this Lease, Landlord shall have the right to remove Tenant's leasehold improvements, trade fixtures and equipment and to have any damage from such removal repaired at Tenant's sole cost and expense. Tenant's obligation to pay such expenses to Landlord shall survive the expiration or earlier termination of this Lease.

Section 3.03. Period Prior to Commencement Date. Landlord shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant's leasehold improvements, fixtures, equipment or inventory installed or left in the Leased Premises prior to the Rent Commencement Date. Tenant's entry upon and occupancy of the Leased Premises prior to the Rent Commencement Date shall

be governed by and subject to the provisions, covenants and conditions of this Lease with respect to use, insurance, indemnity, remedies and mechanic's liens.

Section 3.04. Build Out Obligations. Landlord shall undertake completion of the Leased Premises at its sole cost and expense, including painting and signage, subject to the following conditions: (a) the alterations and/or improvements shall be made in accordance with plans and specifications approved in advance in writing by Landlord and Tenant, which approval Tenant will not unreasonably withhold; (b) the alterations and/or improvements may be supervised by Landlord or its agents or representatives which may charge reasonable inspection fees; (c) the alterations and/or improvements shall be made pursuant to a valid building permit and in accordance with all applicable laws, rules, regulations, orders and requirements of public authorities. All alterations and improvements to the Leased Premises shall become a part of the Leased Premises and shall be the property of Landlord and shall be surrendered by Tenant with the remainder of the Leased Premises upon termination of this Lease. Landlord agrees to submit to Tenant, within thirty (30) days from the Effective Date, complete plans and specifications, including engineering, mechanical and electrical work plans, in compliance with all applicable statutes, ordinances, regulations and codes. Such plans and specifications shall be paid for by Landlord.

ARTICLE IV **RENT**

Section 4.01. Minimum Rent. Tenant shall pay to Landlord as minimum rent for the Leased Premises the following sums per year ("Minimum Annual Rent") in advance in equal monthly installments ("Minimum Monthly Rent"):

<u>Period Following Commencement Date</u>	<u>Minimum Annual Rent</u>	<u>Minimum Monthly Rent</u>
Commencement Date – Rent Commencement Date*	N/A	N/A
Rent Commencement Date – End of Lease Year 2	\$352,676	\$29,389.66
Lease Year 3	\$359,729.52	\$29,977.46
Lease Year 4	\$366,924.11	\$30,577.01
Lease Year 5	\$385,270.31	\$32,105.86
Lease Year 6	\$404,533.82	\$33,711.15
Lease Year 7	\$424,760.51	\$35,396.71
Lease Year 8	\$445,998.53	\$37,166.54
Lease Year 9	\$468,298.45	\$39,024.87
Lease Year 10	\$491,713.37	\$40,976.11

* Notwithstanding any contrary terms or provisions contained in this Lease, the Minimum Rent due between the Commencement Date and the Rent Commencement Date during the Original Term of this Lease shall be abated; provided, however, that upon the occurrence of a default hereunder by Tenant, then in addition to the remedies available to Landlord provided under this Lease or under applicable law, Landlord shall be entitled to recover, and Tenant shall immediately pay to Landlord, any previously abated Minimum Rent otherwise due and payable under this Lease.

The Minimum Monthly Rent shall be payable in advance commencing on the Rent Commencement Date and thereafter on the first day of every calendar month during the Lease Term,

without relief from valuation or appraisal laws. If the Rent Commencement Date is not the first day of a calendar month, Tenant shall pay on the Rent Commencement Date a prorated portion of the Minimum Monthly Rent for the first partial calendar month of the Lease Term. Hereinafter, the term "Minimum Rent" shall refer to either Minimum Annual Rent or Minimum Monthly Rent, as appropriate. All rent obligations shall be independent obligations of Tenant and Tenant shall not have any right to set off any claim of whatever nature which it may have against Landlord against Tenant's Minimum Annual or Monthly Rent or other obligations under this Lease.

Section 4.02. Revenue Sharing. In addition to the Minimum Monthly Rent provided herein, Tenant shall also pay to Landlord as Additional Rent Twelve Percent (12%) of any and all net revenue earned by Tenant from any and all non-restaurant operations conducted at the Facility or at Grand Park in Westfield, Indiana, including, but not limited to, catering for special events ("Non-Restaurant Operations"). "Non-Restaurant Operations" shall not include restaurant delivery to the fields or the grounds on the Grand Park facility nor events held off the grounds of Grand Park. Tenant shall be responsible for the payment of all expenses incurred in the performance of any Non-Restaurant Operations. Within fifteen (15) days of the end of each month during the Original Term and any Renewal Term, Tenant shall provide to Landlord a detailed listing of all Non-Restaurant Operations and the revenues derived therefrom. Such monthly report shall be provided whether or not any Non-Restaurant Operations were conducted by Tenant. Tenant shall make any payment required pursuant to such monthly reports within three (3) days of the affirmative acceptance by Landlord of such monthly report. The receipt or acceptance by Landlord of any monthly report or payment under this Section shall not prevent Landlord from subsequently challenging the validity or accuracy of or auditing such monthly report or payment provided that such challenge is made with sixty (60) days after the payment is received by Landlord pursuant to this Section.

Section 4.03. Reimbursement of Expenses. In addition to the payment of Minimum Rent as provided in this Article IV, Tenant shall pay to Landlord all other sums of money and charges required to be paid by Tenant to Landlord under this Lease. If any such sum or charge is not paid at the time provided in this Lease, it shall nevertheless be collectible with the next installment of Minimum Monthly Rent, provided that nothing contained herein shall be deemed to suspend or delay the payment of such sum or charge or to limit any remedy of Landlord with respect to Tenant's nonpayment.

Section 4.04. Place of Payments. All payments required to be paid and all statements or notices required to be rendered by Tenant or Landlord shall be delivered to the other party at its address set forth in Section 17.14 or to such other address as Landlord or Tenant shall specify in accordance with such Section.

Section 4.05. Late Charges. In the event Tenant fails to pay within ten (10) days after the same is due and payable any installment of Minimum Monthly Rent or any other sum or charge required to be paid by Tenant to Landlord under this Lease, Tenant shall pay a late charge of five percent (5%) of the unpaid amount, and such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of the prime rate as set forth in the "Money Rates" section of the Wall Street Journal or such similar publication plus eight percent (8%) per annum until paid. In the event such delinquency service charge is due to Landlord, Tenant shall pay such charge to Landlord along with and in addition to the next monthly payment of Minimum Monthly Rent.

Section 4.06. Renewal Minimum Rent. On each anniversary of the Rent Commencement Date, the Minimum Annual Rent shall be increased to an amount equal to One Hundred and Two percent (102%) of the Minimum Annual Rent payable for the immediately preceding Lease Year for the first four years of the Lease, and One Hundred Five Percent (105%) for all remaining periods thereafter, payable in

advance in equal monthly installments as provided in Section 4.01 hereof. Tenant shall continue to pay any and all Additional Rent due to Landlord hereunder.

ARTICLE V **COMMON AREAS**

Section 5.01. Definition. As used in this Lease, “Common Areas” is defined to mean all real estate shown in and/or comprising the Facility and other facilities located thereon or appurtenant thereto designed for use in common by tenants of the Facility and their agents, employees, servants, customers, invitees and licensees, with such facilities and improvements, including parking areas, ingress, egress and access roads, sanitary sewers and utility lines, walkways and sidewalks, corridors, stairwells, foyer, public restrooms, landscaped and planted areas and related facilities.

Section 5.02. Management of Common Areas. Landlord shall operate, manage, equip, light, heat, cool, repair, clean, maintain, and replace the Common Areas for their intended purposes in such manner as Landlord in its reasonable discretion shall determine, and the Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may at any time temporarily close all or any part of the Common Areas to make repairs or changes and to perform such other acts in or to the Common Areas as Landlord in its reasonable discretion shall deem appropriate. Except as otherwise provided herein, if the amount or configuration of the Common Areas and any other facilities not within the Leased Premises are changed or diminished, Landlord shall not be subject to any liability therefore, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

Section 5.03. Charges for Common Areas. Tenant shall pay monthly to Landlord Tenant’s share of all costs and expenses incurred by Landlord during the Lease Term in operating and maintaining the Common Areas (“Common Areas Costs”), which shall be in addition to Minimum Rent. The Common Areas Costs shall include, but not be limited to, costs and expenses paid or incurred for repairing, maintaining, and operating improvements in the Common Areas, such as paving, curbs, walkways, pole signs and directional signs, storm and sanitary sewers and lighting facilities, association dues or assessments for offsite improvements, including roadway and drainage facilities connected to or related to the Facility, trash collection, utilities, security, snow and ice removal, gardening and landscaping, striping of parking areas, all charges payable by Landlord to provide utility services to the Common Areas (as defined below); licenses, permits and inspection fees; legal, accounting, inspection and consulting fees; costs of capital improvements to the Common Areas, other than the initial construction of the Facility, amortized over their expected useful life based upon and including a market rate of interest; a management fee not greater than that generally charged in the Indianapolis, Indiana area for properties comparable to the Facility; workmen’s compensation, unemployment taxes and Social Security taxes and administrative fees of up to ten percent (10%) of all other Common Areas Costs. Consistent with the foregoing, the following specific items shall not be included in Common Areas Costs: (i) the cost of improvements, alterations, maintenance or repairs to space in the Facility leased to others; (ii) debt service payments; (iii) federal, state and city income taxes on income from rents, if any; (iv) any cost or expenditure for which Landlord is reimbursed from insurance proceeds; (v) any cost or expenditure for which Landlord is reimbursed from condemnation proceeds; (vi) expenses which are billed directly to any tenant of the Facility (other than as a tenant’s share of the Common Areas Costs); (vii) costs which are covered by warranty to Landlord by contractors who have warranty obligations; and (viii) leasing commissions, attorneys’ fees and collection costs related to negotiation and enforcement of tenant leases.

Section 5.04. Estimate of Annual Common Area Costs. The estimate for the Common Area Costs for the first year of the Term is set forth herein, which is not a “capped” annual amount but rather

the estimate for of the Common Area Costs for the first year only. Tenant shall pay its proportionate share of the actual Common Area Costs during the Term.

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Any expenses above or greater than the above listed Common Area Costs incurred in the generation of revenues by Landlord shall be the responsibility of Landlord.

Section 5.05. Employee Parking. If Landlord so designates, Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord. Upon five (5) days prior written request from Landlord, Tenant shall provide Landlord with the automobile license numbers of Tenant's employees.

ARTICLE VI **TAXES**

Section 6.01. Taxes. Landlord will pay all Real Property Taxes (as hereinafter defined) which may be levied or assessed by any lawful authority against the land and improvements of the Facility. Tenant agrees to reimburse Landlord for its proportionate share of such Real Property Taxes as provided in Article XIV of this Lease. A tax bill submitted by Landlord to Tenant shall be sufficient evidence of the amount of taxes assessed or levied against the land and improvements of the Facility. For purposes of this Article, the term "Real Property Taxes" shall include (i) the usual real property taxes or ad valorem taxes; (ii) any taxes which shall be levied in lieu of any such usual real property taxes or ad valorem taxes; (iii) any special assessments levied upon the Facility; and (iv) the expense of contesting the amount or validity of any such taxes, charges or assessments, such expense to be applicable to the period of when paid. Taxes for any period shall be taxes which are due for payment in that period, rather than taxes which are assessed or become a lien during such period. Taxes in any period shall be reduced by the net amount of any tax refund received by Landlord during such period.

Section 6.02. Taxes on Tenant's Business and Property. Tenant shall pay and discharge when due all taxes and charges imposed upon the conduct of its business in the Leased Premises and all property taxes imposed upon its fixtures, equipment, merchandise, and other personal property on or at the Leased Premises.

ARTICLE VII **USE OF LEASED PREMISES**

Section 7.01. Permissible Use and Restrictions. The Leased Premises shall be continuously occupied and used solely for the purpose of operating a full-service restaurant, sports bar and catering business and for no other purpose without Landlord's prior written consent. During the Lease Term, as long as Tenant operates a full-service restaurant, sports bar and catering business in the Leased Premises, Landlord shall not enter into any lease of space in the Facility that would permit any other space to be used for any similar uses.

Section 7.02. Opening for Business. Tenant shall proceed with due diligence to open for business at the Leased Premises on or prior to the Rent Commencement Date but in no event later than thirty (30) days following the Rent Commencement Date, and shall thereafter continuously, actively, and diligently operate its business on the whole of the Leased Premises in a reputable manner, maintaining in the Leased Premises a full staff of employees and a full appropriate stock of inventory during Regular Business Hours (as hereinafter defined) throughout the Lease Term, unless prevented from so doing by fire, strikes, or other contingencies beyond Tenant's control.

Section 7.03. Rules and Regulations; Sign Criteria. Tenant shall comply with the rules and regulations of the Facility adopted by Landlord which are set forth in Exhibit D attached hereto and made a part hereof. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for safety, care, cleanliness, preservation of good order and operation or use of the Facility. All changes and amendments to the rules and regulations of the Facility will be forwarded by Landlord to Tenant in writing and shall thereafter be carried out and observed by Tenant. Tenant shall not place or permit to be placed or maintained in or on any portion of the Facility outside the Leased Premises, including, but not limited to, any exterior doors, walls, roof, or windows of the Facility, any sign, awning, or canopy or other advertising matter and shall not place or permit to be placed or maintained any decoration, lettering, or advertising matter on the glass or any window or door of the Leased Premises, without Landlord's prior written approval.

Section 7.04. Hazardous Substances. Tenant shall place no underground storage tanks of any kind in, on, at or under the Leased Premises and shall not place or use tanks, drums or other containers of any kind in, on, at or under the Leased Premises, the contents of which are unknown to Landlord. Tenant shall not engage in any activities involving the use, treatment, transportation, generation, storage or disposal of any Hazardous Substances (as hereinafter defined) in hazardous quantities and no Hazardous Substances in hazardous quantities shall be released on, at or from the Leased Premises. Tenant shall notify Landlord in the event that it files any Material Safety Data Sheets ("MSDS") or any forms or reports on an annual basis to any federal, state or local government entity pursuant to Section 312 of the federal Emergency Planning and Community Right-to-Know Act of 1986 (the "MSDS Filings"), including Tier II filings and any MSDS Filings for Extremely Hazardous Substances over the Threshold Planning Quantity. The Term "Hazardous Substances" means any hazardous or toxic substance regulated by any federal, state or local statute or regulation, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA) and the Toxic Substance Control Act, or by any federal, state or local governmental agencies having jurisdiction over the control of any such substance, including, but not limited to, the United States Environmental Protection Agency (EPA). Tenant shall indemnify, defend, and hold harmless Landlord from and against (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as "Remedial Work") required by, or incurred by, Landlord or any other person or party in a reasonable belief that such Remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the Leased Premises as a result of or arising from the use or occupancy by Tenant or its agents, employees, or invitees of the Leased Premises, and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release, or discharge of any Hazardous Substances on, under, in, above, to or from the Leased Premises as a result of or arising from the use or occupancy by Tenant or its agents, employees, or invitees of the Leased Premises.

Section 7.05. Hold Harmless. Landlord shall not be liable to Tenant or to Tenant's customers, employees, agents, guests or invitees, or to any other person, for any injury to person or damage to property on or about the Leased Premises or the Facility, including, but not limited to, consequential damage, (1) caused by any act or omission of Tenant, its employees, subtenants, licensees and concessionaires or of any other person entering the Facility or the Leased Premises by express or implied invitation of Tenant, or (2) arising out of the use of the Leased Premises or the Facility by Tenant, its employees, subtenants, licensees, concessionaires or invitees, or (3) caused by the improvements located in or at the Leased Premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Leased Premises or Facility, or (4) arising out of the failure or cessation of any service provided by Landlord. Tenant hereby agrees to indemnify and hold Landlord

harmless from any liability, loss, expense or claim (including, but not limited to, attorneys' fees) arising out of any such damage or injury. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Facility or of any other persons whomsoever. Further, Tenant specifically agrees to be responsible for and indemnify and hold Landlord harmless from any and all damages or expenses of whatever kind arising out of or caused by a burglary, theft, vandalism, malicious mischief or other illegal acts performed in, at or from the Leased Premises. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

ARTICLE VIII

UTILITIES, HEATING, AND COOLING

Section 8.01. Utilities. Utilities for the Leased Premises shall be installed, maintained, and paid for as follows:

- (a) No later than the Rent Commencement Date, Landlord shall have utilities connected by the applicable utility company and shall pay the usual and customary activation fees for such utilities which shall be separately metered to Tenant. Any utilities that can be separately metered shall be separately metered through the Original Term and any Renewal Term. Further, if Landlord determines that Tenant is a substantial user of any utilities which are not separately metered, Landlord may require Tenant to install submeters for such utilities at its sole cost and expense.
- (b) Landlord shall maintain all utility conduits, piping, conductor, and the like, both which serve the Leased Premises and which are located off the Leased Premises. Tenant shall pay to Landlord Tenant's Pro Rata Share (as hereinafter defined) of all costs and expenses, except for the cost of installation, paid or incurred by Landlord in maintaining such utilities off the Leased Premises, as provided in Article XIV of this Lease.
- (c) Commencing on the Commencement Date, Landlord shall maintain all utility conduits, piping, conductors, and the like located in the Leased Premises and shall pay for utilities as follows:
 - (i) All utilities which are metered or submetered at Leased Premises shall be put in Tenant's name and paid by Tenant on a usage basis as metered, and
 - (ii) Utilities which are not metered or submetered at the Leased Premises shall be paid by Tenant on a pro rata basis as specified in Article XIV of this Lease.

Section 8.02. Discontinuance of Services. Landlord reserves, and shall at all times have, the right to cut off and discontinue, without notice to Tenant, water, electricity, heating and air conditioning, or other utilities and services whenever Tenant has failed to pay any rental or other charges due under this Lease. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of water, electricity, heating, air conditioning, or other utilities and services caused by an unavoidable delay, by the making of any necessary repairs or improvements, by any cause beyond Landlord's control, or by discontinuance as provided in the preceding sentence of this Section.

ARTICLE IX
MAINTENANCE AND ALTERATIONS

Section 9.01. Landlord's Obligations. Landlord shall keep in good repair, operate and maintain the Common Areas, the Leased Premises and the Facility. Landlord shall keep in good repair the foundation, structural parts, outer walls (except the interior faces thereof), downspouts, gutters, and roof of the Facility as part of the Common Areas Costs.

Section 9.02. Tenant's Obligations. Tenant shall not suffer or permit any injury to the Leased Premises. Tenant shall immediately notify Landlord of any damage, injury, or disrepair of any part of the Leased Premises caused by or known to Tenant.

Section 9.03. Alterations and Additions. Tenant shall make no alterations or additions to any part of the Leased Premises without the prior written consent of Landlord, except the leasehold improvements which Tenant is expressly entitled to make in accordance with Section 3.04 herein. All such alterations and additions to the Leased Premises shall be made in accordance with all applicable laws and shall remain for the benefit of Landlord; provided, however, that Landlord may elect by written notice to Tenant to require that Tenant, at its expense, remove at the expiration or earlier termination of this Lease all or a portion of the alterations or additions made by Tenant and repair any damage to the Leased Premises caused by such removal. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

Section 9.04. Mechanic's Liens. Tenant shall not suffer or give cause for the filing of any mechanic's lien against the Leased Premises. In the event any mechanic's lien is filed against the Leased Premises or any part thereof for work claimed to have been done for, or material claimed to have been furnished to the Tenant, Tenant shall cause such mechanic's lien to be discharged of record within thirty (30) days after filing or, alternatively, Tenant shall furnish to Landlord (or any other entity designated by Landlord) within such thirty (30) day period a bond or other assurances reasonably acceptable to Landlord that such claimed indebtedness as finally determined will be paid by Tenant. Tenant shall indemnify and save harmless Landlord from all costs, losses, expenses, and attorneys' fees in connection with any such mechanic's lien.

ARTICLE X
INDEMNIFICATION AND INSURANCE

Section 10.01. Indemnification. On and after the date that is three (3) months prior to the Rent Commencement Date, Tenant assumes all risks and responsibilities for accidents, injuries, or damages to persons or property (other than as provided in Section 10.02 below with respect to damage by fire and casualty), and agrees to indemnify and hold harmless Landlord from any and all claims, liabilities, losses, costs, and expenses (including attorneys' fees) arising from or in connection with the condition, use, or control of the Leased Premises and any improvements thereon during the Lease Term.

Section 10.02. Landlord's Insurance. Landlord shall maintain public liability insurance against damage to persons and property in the Common Areas in reasonable amounts and shall agree to hold Tenant harmless for all liabilities covered by such insurance. Landlord shall carry during the Lease Term fire and extended coverage insurance on the Facility for at least its full insurable value. Landlord shall also maintain business interruption insurance and/or loss of "rental value" insurance in such amounts as Landlord shall reasonably deem necessary. Tenant agrees to reimburse Landlord for its proportionate share of the Insurance Premiums for all such insurance and the deductibles incurred by Landlord, as provided in Article XIV hereof.

Section 10.03. Increase in Insurance Rates. If Tenant uses or permits the use of the Leased Premises or any part thereof in any manner so as to increase the cost of insurance to Landlord over and above the normal rates from time to time applicable to the Leased Premises for the use permitted under this Lease, Tenant shall pay to Landlord upon demand any such increase in the premiums for such insurance whether or not Landlord has consented to such use.

Section 10.04. Insurance - Tenant. Tenant shall, commencing three (3) months prior to the Rent Commencement Date and thereafter during the Lease Term, keep in full force and effect policies of public liability insurance (with contractual liability endorsement covering the matters set forth in Section 10.01 above), in companies and in a form acceptable to Landlord, with respect to the Leased Premises and the business operated by Tenant and/or any subtenants of Tenant in or at the Leased Premises, in which both Landlord and Tenant shall be named as parties covered thereby (covering Tenant as the named insured and identifying Landlord as an “additional insured”), providing for comprehensive general liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence, or commercial general liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate per location endorsement, including in both instances, personal and advertising injury coverages and umbrella or excess liability coverage with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence and fire legal liability coverage. Tenant shall, at its own expense, also keep in full force and effect policies of plate glass insurance, if plate glass is a part of Leased Premises, and fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in any amount adequate to cover the cost or replacement of all alterations, changes, decorations, additions, fixtures, and other improvements in the Leased Premises in the event of a loss, in companies and in form acceptable to Landlord. In addition, at all times during the Original Term and any Renewal Term, Tenant shall procure and maintain workers’ compensation insurance and employers liability insurance with a limit not less than One Millions Dollars (\$1,000,000) bodily injury each accident; One Million Dollars (\$1,000,000) bodily injury by disease – each person; and One Million Dollars (\$1,000,000) bodily injury to disease – policy limit. The insurance which Tenant is required to carry pursuant to this Section shall insure the full insurable value of all such improvements installed in and at the Leased Premises, on a reproduction cost basis, whether the same have been paid for entirely or partially by Tenant. Landlord and other tenants and occupants shall not be liable for any damage by fire or other casualty with respect to such improvements, no matter how caused, it being understood that Tenant will look solely to its insurers for reimbursement. All insurance maintained by Tenant as required pursuant to this Section 10.04 shall be carried in favor of Landlord and Tenant, as their respective interests may appear. Tenant shall, upon request, furnish Landlord with certificates of insurance, and all such insurance shall carry a provision providing that it will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. If Tenant fails to comply with the above requirements, Landlord may obtain such insurance and keep same in effect, and Tenant shall pay Landlord all premium costs thereof upon demand.

Section 10.05. Tenant’s Property. All property of Tenant shall be kept or stored in, upon, or about the Leased Premises at the sole risk of Tenant and Tenant shall hold Landlord harmless from and against any claims, costs, or expenses, including attorneys’ fees, arising out of loss or damage thereof.

Section 10.06. Waiver of Subrogation. All insurance policies maintained by Landlord or Tenant as provided in this Article X shall contain an agreement by the insurer waiving the insurer’s right of subrogation against the other party to this Lease or agreeing not to acquire any rights of recovery which the insured has expressly waived prior to loss. Each of the parties hereto agrees that if the provision waiving subrogation in any of such policies of insurance requires that notice of such waiver be served upon the insurer, such notice shall be promptly served by the party obtaining such insurance.

ARTICLE XI
FIRE AND CASUALTY

If the Leased Premises become partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance, so as to become partially or totally untenable, the same shall be repaired or replaced at the expense of Landlord to the extent of available insurance proceeds. However, if more than fifty percent (50%) of the total rentable area of the Facility shall be destroyed or so damaged by fire or other casualty as to become wholly untenable, or if Landlord determines that the Facility cannot be restored within one hundred eighty (180) days, then Landlord may rebuild or put the Facility in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice in writing to Tenant terminating the Lease. Within sixty (60) days after such casualty, Landlord shall either give Tenant notice of its intention to repair or rebuild or shall give Tenant notice of its intention to terminate the Lease. Any proceeds from the fire and extended coverage insurance not utilized by Landlord in restoring the Leased Premises shall be and remain the sole property of Landlord. Minimum Rent shall proportionately abate during the time that the Leased Premises are totally unusable by reason of any such damage thereto.

ARTICLE XII
EMINENT DOMAIN

In the event that all or a part of the Leased Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain, or that, in lieu thereof, all or a part of the Leased Premises is sold to a public or quasi-public body under threat of condemnation, and such taking, condemnation, or sale renders the Leased Premises totally unsuitable for operation of the Tenant's business therein, this Lease shall terminate on the date possession of all or such part of the Leased Premises is transferred to the condemning authority. All rent shall be paid up to the date of transfer of possession to the condemning authority, and all compensation awarded or paid for taking or sale in lieu thereof shall belong to and be the sole property of Landlord, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term; provided, however, that Tenant shall be entitled to any separate award for personal property or moving costs, so long as such award shall not reduce the compensation paid or awarded to Landlord. In the event that only a portion of the Leased Premises is taken or condemned and such taking does not materially affect the business of Tenant, Tenant shall be entitled to a proportionate abatement of Minimum Rent but shall not be entitled to any award or payment made for such taking.

ARTICLE XIII
DEFAULT AND REMEDIES

Section 13.01. Events of Default. Each of the following shall be deemed a default by Tenant:

- (a) Tenant's failure to pay rent (including Minimum Rent and Additional Rent) as herein provided within ten (10) days of when due;
- (b) Tenant's failure to perform or observe any other terms, conditions, or covenants of this Lease to be performed or observed by Tenant;
- (c) Any change or modification in the use of the Leased Premises as set forth in Section 7.01 herein or any substantial change in the quality or character of such use if such change adversely affects the Facility, as solely determined by Landlord;

- (d) Tenant's vacation or abandonment of the Leased Premises or any failure to keep the Leased Premises open for business as provided in Section 7.02 herein (without limiting the meaning of the terms "vacation or abandonment", the transfer of a substantial part of the operations, business, and personnel of Tenant to some other location shall be deemed to be a breach of this subsection, notwithstanding the fact that Tenant shall thereafter continue to pay the rent due under this Lease);
- (e) The sale of Tenant's leasehold interest hereunder pursuant to execution;
- (f) The adjudication of Tenant as a bankrupt;
- (g) The making by Tenant of a general assignment for the benefit of creditors;
- (h) The appointment of a receiver in equity for Tenant's property if such appointment is not vacated or otherwise terminated within sixty (60) days from the date of such appointment;
- (i) The appointment of a trustee, custodian, or receiver for Tenant's property in a reorganization, arrangement, or other bankruptcy proceeding if such appointment is not vacated or set aside within sixty (60) days from the date of such appointment;
- (j) Tenant's filing of a voluntary petition in bankruptcy or for reorganization or arrangement;
- (k) Tenant's filing of an answer admitting bankruptcy or agreeing to reorganization or arrangement;
- (l) Dissolution or other termination of Tenant's corporate charter; or
- (m) Issuance of a criminal charge or indictment or a conviction for a crime against the Tenant.

Landlord shall provide written notice to Tenant of a default under subsections (b) or (c) herein.

Section 13.02. Landlord's Rights Upon Tenant's Default. In the event of any default provided in the foregoing Section 13.01, without any demand or notice Landlord, in addition to pursuing any other rights or remedies available at law or in equity, may:

- (a) Elect to terminate this Lease;
- (b) In the event that Tenant has failed to perform any of its covenants under this Lease other than a covenant to pay rent, perform the covenant or covenants of Tenant which are in default at Tenant's cost and expense (entering upon the Leased Premises for such purpose, if necessary); and Landlord's performance of any such covenant shall neither subject Landlord to liability for any loss, inconvenience, or damage to

Tenant nor be constructed as a waiver of Tenant's default or of any other right or remedy of Landlord in respect of such default, or as waiver of any covenant, term, or condition of this Lease; or

- (c) immediately re-enter upon the Leased Premises, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and for the account of Tenant, all without service of notice or resort to legal process, without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and without such re-entry being deemed to terminate this Lease.

Section 13.03. Re-Letting. In the event Landlord re-enters upon the Leased Premises as provided in the foregoing Section 13.02 or takes possession of the Leased Premises, Landlord may either terminate this Lease or, from time to time without terminating this Lease make alternations and repairs reasonably necessary for the purpose of re-letting the Leased Premises and re-let the Leased Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) at such rental and upon such other terms and conditions as Landlord in its reasonable discretion deems advisable. Upon each re-letting, all rentals received from such re-letting shall be applied first to payment of costs of such alterations and repairs; second, to the payment of rent and any other indebtedness due and unpaid hereunder; and the remainder, if any, shall be applied in payment of future rent. Tenant shall be liable to Landlord for the difference between Tenant's Rent and other charges herein provided and the rental and other charges received from such re-letting. Any such difference (or the entire rental in the event the Leased Premises is not relet) owing by Tenant for the entire remainder of the Lease Term shall be due and may be recovered at once, at the option of the Landlord, without awaiting the expiration of the Lease Term; in which case, recovery shall be based upon the best estimates of the amounts thereof available at that time without releasing Tenant from liability for payment of all amounts due under this Lease. No re-entry or taking of possessions by Landlord of the Leased Premises shall be construed as an election to terminate this Lease unless a written notice of termination is given to Tenant. Notwithstanding any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for Tenant's previous default. Landlord shall take commercially reasonable steps to re-let the Leased Premises to mitigate Landlord's Damages which result from Tenant's Default.

Section 13.04. Damages Upon Termination. In the event that Landlord at any time terminates this Lease for any default by Tenant, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, including, but not limited to, costs of recovering the Leased Premises, attorneys' fees, and the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value determined by Landlord of the Leased Premises for the remainder of the Lease Term. All such amounts shall be immediately due and payable by Tenant to Landlord.

Section 13.05. Indemnification Upon Default. Upon any default by Landlord or Tenant hereunder, the defaulting party shall be liable for and hereby agrees to apply any and all liabilities, losses, costs and expenses, including attorneys' fees, incurred by the non-defaulting party as a result of such default and in exercising the non-defaulting party's rights and remedies in connection with such default. Notwithstanding the foregoing, Landlord shall not be considered in default until it has received from Tenant written notice of such default and has not cured such default (i) within thirty (30) days with respect to any default which is curable within said time period, or (ii) for any default which is not capable

of being cured until after thirty (30) days, Landlord has commenced cure within thirty (30) days and thereafter diligently prosecutes curing the default. In addition, prior to Landlord being in default, Tenant shall provide Landlord's mortgage lender with the same foregoing cure period, provided that Tenant has received written notice from Landlord as to the identity and address of such mortgage lender. Notwithstanding the foregoing, Tenant shall not be considered in default under Section 13.01 (b), (c), or (d) until it has received from Landlord written notice of such default and fails to cure such default (i) within thirty (30) days with respect to any default which is curable within said time period, or (ii) for any default which is not capable of being cured until after thirty (30) days, Tenant has commenced cure within thirty (30) days and thereafter diligently prosecutes curing the default within an agreed upon schedule with Landlord.

Section 13.06. Remedies Cumulative. The remedies of Landlord hereunder shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law or in equity. The exercise of any one such right or remedy by Landlord shall not impair its standing to exercise any other such right or remedy.

Section 13.07. Landlord's Default. It shall be a default under and breach of this Lease by Landlord if it shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that the same shall not be deemed a default if it cannot be cured within the thirty day time period and Landlord promptly commences and thereafter diligently prosecutes to completion the cure thereof. Upon the occurrence of an event of default by Landlord, Tenant may terminate this Lease and seek Tenant's Damages if proof of damages are established or available at the time of the default. Notwithstanding any provision contained herein to the contrary, Tenant shall take commercially reasonable steps to mitigate Tenant's Damages which result from Landlord's Default.

ARTICLE XIV **TENANT'S PAYMENT OF PRO RATA SHARE**

Section 14.01. Tenant's Pro Rata Share. Beginning on the Rent Commencement Date, Tenant shall pay as additional rent ("Additional Rent") to Landlord, in the manner provided in Section 14.02 herein, Tenant's Pro Rata Share of all charges, liabilities, costs, and expenses of every kind and nature paid or incurred (including appropriate reserves) by Landlord during the Lease Term for each Lease Year or Fractional Lease Year which are attributable to or relate to the Facility for the following:

- (a) Common Areas Costs, as described in Section 5.03;
- (b) Real Property Taxes, as described in Article VI;
- (c) Utilities, as described in Section 8.01;
- (d) Insurance Premiums and deductibles, as described in Section 10.02; and
- (e) Maintenance and Repairs, as described in Section 9.01.

(items (a) through (e) above are hereinafter referred to in the aggregate as "Operating Costs").

Section 14.02. Calculation and Payment. "Tenant's Pro Rata Share" of the Operating Costs shall be Three and 50/100 Dollars (\$3.50) per square foot of the Leased Premises during the first Lease

Year, and shall be subject to annual increases as determined in Landlord's sole and reasonable discretion. Tenant shall pay on a monthly basis, in advance, Tenant's Pro Rata Share of 4.51% the Operating Costs for each Lease Year or Fractional Lease Year, in any amount estimated by Landlord as provided in this Section. Landlord's estimate shall be made on the basis of the most recent Annual Operating Cost Statement, if available, adjusted to reflect reasonably anticipated increases or decreases of Operating Costs.

Section 14.03. Reconciliation. An Annual Operation Cost Statement prepared by Landlord shall be provided to Tenant not later than April 1 of each calendar year setting forth in reasonable detail the actual Operating Costs paid or incurred by Landlord for the Facility and the Leased Premises in the preceding Lease Year or Fractional Lease Year. The dates of any such statements, at the option of the Landlord, are subject to change. Upon the furnishing of the Annual Operation Cost Statement, the installments of Additional Rent paid by Tenant for the subject calendar year shall be reconciled with the Additional Rent for such calendar year as set forth in the Annual Operation Cost Statement. If the Additional Rent for the calendar year as set forth in the Annual Operation Cost Statement exceeds the total of the installments of Additional Rent paid by Tenant for such calendar year, then Tenant shall pay the amount of such excess to Landlord within thirty (30) days after Landlord delivers to Tenant the Annual Operation Cost Statement. If the total of the installments of Additional Rent paid by Tenant for the calendar year exceeds the Additional Rent for the calendar year as set forth in the Annual Operation Cost Statement, then Tenant shall receive a credit against the monthly installments of Additional Rent subsequently accruing until such excess is exhausted or, if this Lease has been terminated, such excess shall be refunded to Tenant promptly upon determination of the proper amount thereof. In no event shall the Minimum Rent be decreased.

ARTICLE XV

ACCESS TO LEASED PREMISES

Tenant shall permit Landlord and its agents and employees to enter in and upon the Leased Premises at all reasonable times to inspect and examine the Leased Premises, to show the Leased Premises to prospective purchasers, mortgagees, or tenants, or to make such repairs that Landlord may deem necessary or desirable, provided Landlord shall have access to the Leased Premises without advanced notice and without interfering with Tenant's quiet enjoyment should an emergency situation occur at the Leased Premises.

ARTICLE XVI

LIMITATION OF LANDLORD'S LIABILITY

Tenant agrees that Tenant shall look solely to Landlord's interest in and to the Facility, subject to prior rights of any lessor or mortgagee of the Facility, for satisfaction of any judgment (or other judicial process) requiring payment of money by Landlord in the event of default or breach by Landlord of any of the covenants, terms or conditions of this Lease to be observed or performed by Landlord, and that no other assets of Landlord shall be subject to levy, execution, or of the process for satisfaction of Tenant's remedies. The term "Landlord", as used in this Lease in relation to covenants, agreements, and conditions to be observed and performed by Landlord, shall be limited to mean and include only the owner or owners from time to time of Landlord's interest in this Lease. In the event of any transfer or transfers of such interest (except a transfer for security), Landlord named herein (or the transferor, in the case of a subsequent transfer) shall, after the date of such transfer, be released from all liability for the performance of any covenant, agreement, and conditions under this Lease. This Lease shall bind Landlord, its successors and assigns only during and in respect of their respective successive periods of ownership of the Facility.

ARTICLE XVII
MISCELLANEOUS

Section 17.01. Sublease. This Sublease and all the rights of parties hereunder are subject and subordinate to the Master Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Master Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Master Lease and specifically to allocate those rights and obligations in this Sublease. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Master Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Master Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to Prime Landlord under the Master Lease;

B. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Master Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Master Lease.

C. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Master Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Master Lease at least five (5) days prior to the date when Landlord's performance is required under the Master Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Landlord shall not agree to an amendment to the Master Lease which might have an adverse effect on Tenant's occupancy of the Premises or its use of the Premises for their intended purpose, unless Landlord shall first obtain Tenant's prior written approval thereof.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Master Lease. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Master Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Master Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Landlord, under the Master Lease. Notwithstanding the foregoing, the parties contemplate that Prime Landlord shall, in fact, perform its obligations under the Master Lease and in the event of any default or failure of such performance by Prime Landlord, Landlord agrees that it will, upon notice from Tenant, make demand upon Prime Landlord to perform its obligations under the Master Lease and, provided that Tenant specifically agrees to pay all costs

and expenses of Landlord and provides Landlord with security reasonably satisfactory to Landlord to pay such costs and expenses, Landlord will take appropriate legal action to enforce the Master Lease.

Section 17.02. Assignment and Subletting. Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises, or permit any other persons, including concessionaires or licensees, to occupy the same without the prior written consent of Landlord. Such consent shall not be implied from references in this Lease to assignees, sublessees, concessionaires, or licensees. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. Any such assignment or subletting, even with the consent of Landlord, shall not relieve Tenant from liability for payment of rent or other sums herein provided or from the performance of any other obligations under this Lease until the later of the second lease year or one (1) year after the assignment or sublease with the consent of Landlord. The acceptance of rent from any other person shall not be deemed to be a waiver of any other provisions of this Lease or a consent to the assignment of this Lease or the subletting of the Leased Premises. Any transfer of this Lease by operation of law (including, but not limited to, a transfer as a result of a merger, consolidation, or liquidation of Tenant if Tenant is not an individual) shall constitute an assignment for purposes of this Lease.

An assignment shall include any sale or transfer, whether by operation of law or otherwise, of fifty percent (50%) or more of the ownership of an entity, or in the event the present owner(s) shall, singly or collectively, cease to own, directly or indirectly, the controlling interest in the voting ownership of Tenant and shall include, in the case of limited liability companies and partnerships, any change in the Manager or General Partner.

Without in any way limiting Landlord's right to refuse to give consent to any assignment or subletting of this Lease, Landlord reserves the right to refuse to give such consent if in Landlord's discretion and opinion the proposed use of the Leased Premises or quality of merchandising operation in the Leased Premises or the Facility is or may be in any way adversely affected, if the financial worth of the proposed assignee or subtenant is less than that of Tenant or if the value of the Leased Premises has changed or will change in such a manner that the proposed assignment or sublease is contrary to the interests of or unacceptable to Landlord. Tenant agrees to reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership or hypothecation of this Lease or Tenant's interest in and to the Leased Premises.

Section 17.03. Estoppel Certificates. Prior to opening the Leased Premises for business, Tenant shall deliver to Landlord a written statement in recordable form certifying (if such is the case) that Landlord has completed construction of the improvements constitution part of the Leased Premises in accordance with its obligations contained herein, that Tenant has accepted possession of the Leased Premises, that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended, and indicating the Commencement Date and the dates to which the Minimum Rent and other charges have been paid in advance, if any. At any time and from time to time, Tenant agrees, within ten (10) days of any request in writing from Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing certifying, if this be the fact, that this lease is unmodified, in full force and effect, and there are no defenses or offsets thereto (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Minimum Rent and any other additional rentals have been paid.

Section 17.04. Subordination and Attornment. Tenant shall, upon Landlord's request, subordinate this Lease to the lien of any mortgage now or hereafter placed upon Landlord's interest in the

Leased Premises or upon any buildings hereafter placed upon the land of which the Leased Premises form a part. In addition, upon the request of Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages or the lien or security interest from any other method of financing or refinancing (hereafter collectively referred to as "Mortgage") now or hereafter against the Facility and the land upon which it is situated, Landlord's interest therein, or the Leased Premises and the buildings now or thereafter built or to be built in the Facility, and to all renewals, modifications, replacements, consolidations, and extensions thereof. Tenant shall execute and deliver, upon demand, such further instrument or instruments subordinating this Lease to the lien of any such Mortgage, provided any subordination shall be upon the express condition that this Lease and any extension or renewal hereof shall remain in full force and effect during the Lease Term, notwithstanding any default in the payment and performance of such Mortgage and notwithstanding any foreclosure proceedings with respect thereto; provided, however, that Tenant shall perform all of the terms, covenants, and conditions of this Lease by it undertaken to be performed. Tenant shall, in the event that any proceedings are brought for the foreclosure of any Mortgage made by Landlord covering that Leased Premises, attorn to the purchaser upon such foreclosure and recognize such purchaser as Landlord under this Lease.

Section 17.05. Covenant of Quiet Enjoyment. Landlord agrees that if Tenant performs all the covenants and agreements herein provided to be performed by Tenant, Tenant shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons claiming under Landlord. This Lease does not guarantee a continuance of light and air over the Leased Premises or any property adjoining the Leased Premises.

Section 17.06. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on the check or letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease.

Section 17.07. No Option. The submission of this Lease for examination by Tenant shall not constitute a reservation of or option for the Leased Premises. This Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.

Section 17.08. Memorandum of Lease. The parties hereto shall not record this Lease, but each party shall execute upon request of the other a "Memorandum of Lease" suitable for recording. The party requesting the Memorandum shall pay all recording costs in connection therewith.

Section 17.09. Relationship of Parties. Nothing contained herein, including, but not limited to, the method of computing rent, shall be deemed or construed by the parties hereto, or by any third party, as creating between the parties hereto the relationship of principal and agent, partnership, joint venture, or any relationship other than the relationship of landlord and tenant.

Section 17.10. Waiver. The parties hereto may, by a writing signed by both of the parties, waive the performance by any party of any of the provisions to be performed by such party under this Lease. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Lease shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by either party hereto of a breach of or noncompliance with any provision of this Lease shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

Section 17.11. Severability. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions, and this Lease shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

Section 17.12. Binding Effect This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon, the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant except as otherwise expressly provided herein. Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this Lease.

Section 17.13. Construction. This Lease shall be construed and governed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions. Whenever in this Lease a singular word is used, it shall also include the plural wherever required by the contract and vice versa. All references in this Lease to periods of days shall be construed to refer to calendar, not business, days. The captions in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease. The Exhibits hereto are incorporated by reference and made a part hereof with the same effect as if set out in fully herein.

Section 17.14. Entire Agreement; Amendments. This instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof. All representations, promises and prior or contemporaneous undertakings between such parties are merged into and expressed in this instrument, and any and all prior agreements between such parties are hereby canceled. The agreements contained in this instrument shall not be amended, modified, or supplemented except by a written agreement duly executed by both Landlord and Tenant.

Section 17.15. Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or by a reputable courier service (with all expenses of delivery being prepaid) or sent by registered or certified mail, postage prepaid, as follows:

Landlord:	City of Westfield, Indiana 2728 E. 171st Street Westfield, Indiana 46074 Attn: Todd Burtron, Chief of Staff
With a copy to: (Which shall not constitute notice)	Krieg DeVault LLP 12800 N. Meridian Street, Suite 300 Carmel, Indiana 46032 Attn: Brian J. Zaiger, Esq.
Tenant:	Byrd Enterprises, Inc. P. O. Box 413 Greenwood, IN 46142 Attn: Kevin Manship

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the earlier of actual receipt or two (2) business days after being so delivered or mailed.

Section 17.16. Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute one and the same instrument.

Section 17.17. Brokers. Tenant and Landlord covenants, warrants and represents to each other that no broker was involved in bringing about or consummating this Lease, and that neither had any conversations or negotiations with any broker concerning the leasing of the Leased Premises. Each party agrees to indemnify and hold harmless the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith including, but not limited to, attorneys' fees and expenses arising out of any claimed commission from any conversations or negotiations had by the other with any broker.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the day and year first above written.

LANDLORD:

CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

Title: _____

TENANT:

BYRD ENTERPRISES, INC.

By: _____

Printed: _____

Title: _____

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List of Exhibits

Exhibit A	Legal Description
Exhibit B	Depiction of the Facility and Leased Premises
Exhibit C	Building Square Footage
Exhibit D	Rules and Regulations

EXHIBIT A

Legal Description of Facility

INDOOR SOCCER FACILITY
GRAND PARK
WESTFIELD, INDIANA
7.15.2014

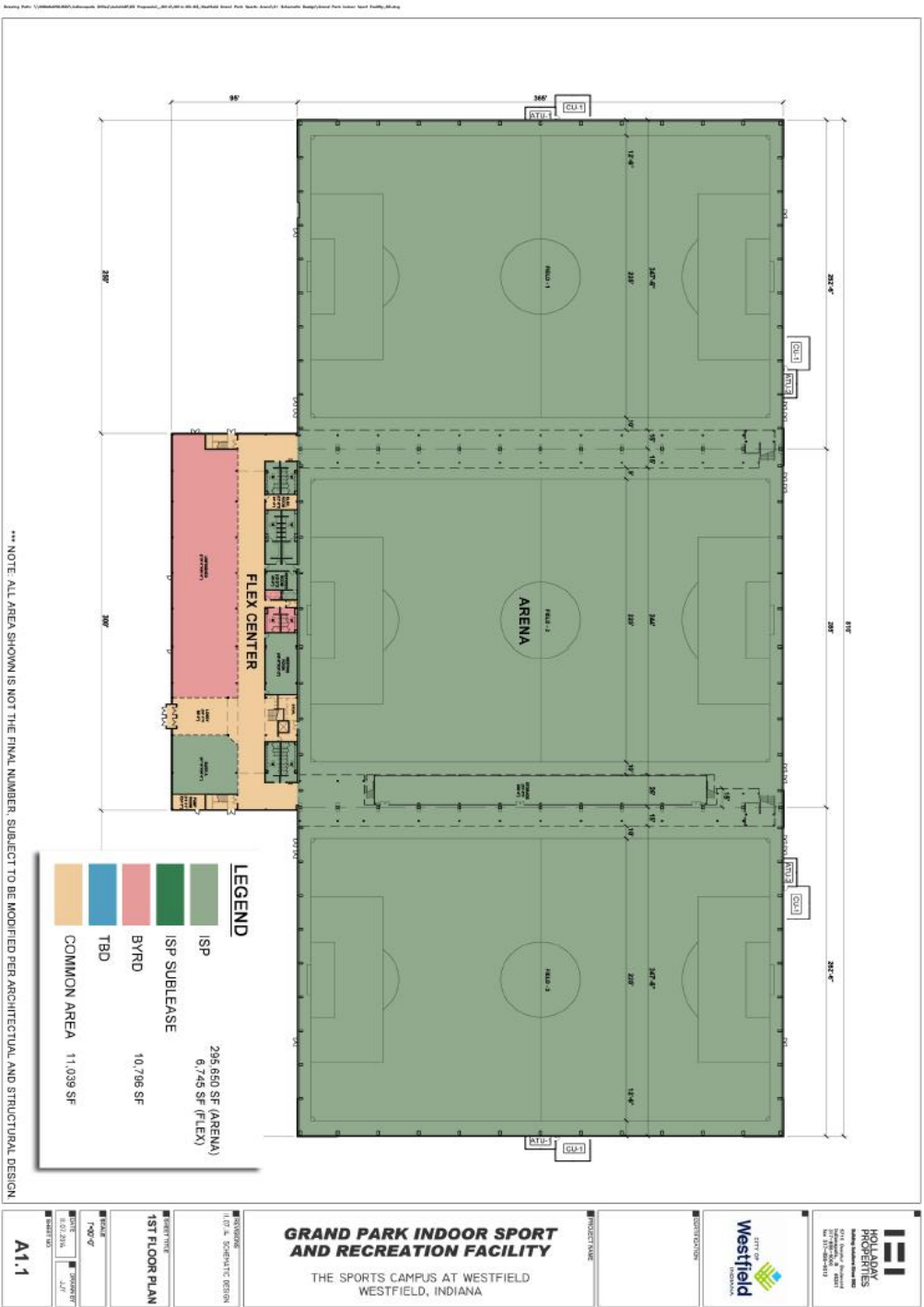
A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;
THENCE SOUTH 89 DEGREES 54 MINUTES 07 SECONDS WEST 1,196.82 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST 40.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST 131.49 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 639.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 380.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 101.94 FEET; THENCE SOUTHWESTERLY 221.77 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 336.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 30 DEGREES 53 MINUTES 39 SECONDS WEST AND A LENGTH OF 217.77 FEET; THENCE SOUTH 45 DEGREES 36 MINUTES 00 SECONDS EAST 28.62 FEET; THENCE SOUTHWESTERLY 149.81 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 364.50 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 61 DEGREES 09 MINUTES 11 SECONDS WEST AND A LENGTH OF 148.75 FEET; THENCE NORTH 17 DEGREES 04 MINUTES 23 SECONDS WEST 20.00 FEET; THENCE WESTERLY 96.13 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 348.57 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 80 DEGREES 52 MINUTES 39 SECONDS WEST AND A LENGTH OF 95.82 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 40 SECONDS WEST 539.70 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 20 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 40 SECONDS WEST 42.79 FEET; THENCE NORTHWESTERLY 132.02 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 47 DEGREES 16 MINUTES 39 SECONDS WEST AND A LENGTH OF 117.54 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 122.52 FEET; THENCE NORTHWESTERLY 172.79 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 110.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST AND A LENGTH OF 155.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 5.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 41.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 115.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 451.06 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 07 SECONDS EAST 250.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.501 ACRES, MORE OR LESS.

EXHIBIT B

Depiction of the Facility and Leased Premises

The Leased Premises as provided for in this Lease includes the areas designated “Byrd” in the depiction below.





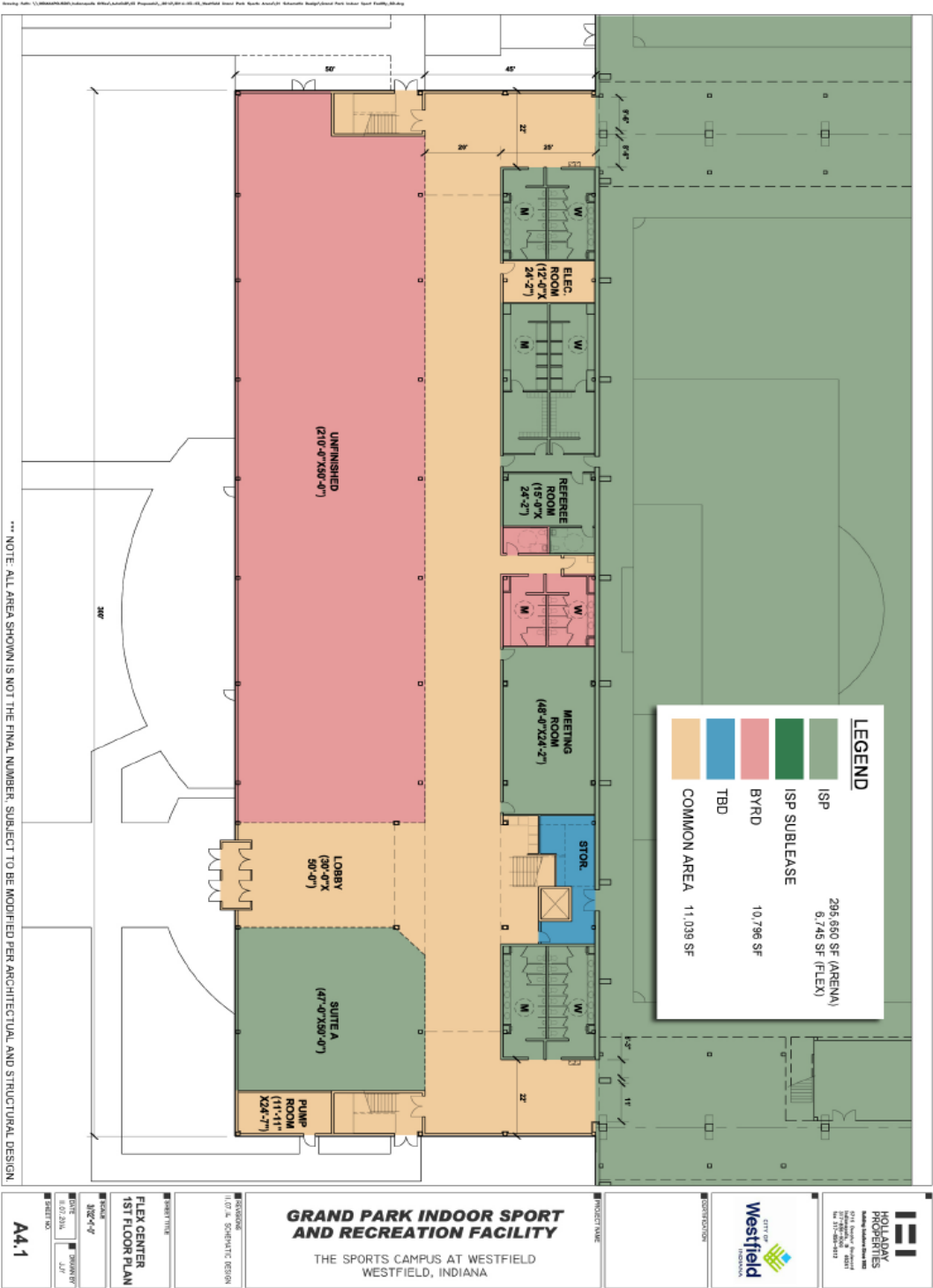


EXHIBIT C

Building Square Footage

Building Square Footage	Byrd
Fields	0 sf
Flex Center	
1st Floor – Restaurant	10,200 sf
1st Floor - Restaurant Restroom	663 sf
1st Floor – Office	0 sf
1st Floor - Storage / Staging	0 sf
1st Floor - Referee Room	0 sf
1st Floor – Field Restrooms/showers	0 sf
2nd Floor - Seating & Bar	4,500 sf
2nd Floor - Seating & Bar Restroom	660 sf
2nd Floor – Office	0 sf
2nd Floor - Multi-purpose- A	0 sf
2nd Floor - Multi-purpose- B	0 sf
2nd Floor - Office Restroom	0 sf
2nd Floor - Mezzanine Viewing Area	0 sf
2nd Floor - Mezzanine Restroom	0 sf
2nd Floor – Mezzanine	0 sf
1st Floor - Common Area	508 sf
2nd Floor - Common Area	232 sf
2nd Floor - Atrium (Common Area)	277 sf
Total Rentable Square Feet	17,040 sf
	4.51%

EXHIBIT D

Rules and Regulations

Tenant agrees for itself, its employees, agents, clients, customers, invitees and guests, to comply with the following rules and regulations. Tenant agrees that Landlord may amend, modify or delete any of the following rules and regulations or add new and additional reasonable rules and regulations for the use and care of the Leased Premises, the parking and other Common Areas and all of the Facility. Tenant agrees to comply with all rules and regulations and upon notice to Tenant from Landlord any modifications thereto. The breach by Tenant of any of these rules and regulations or any subsequent modifications, amendments or additions shall constitute a default by Tenant under the terms of this Lease.

Tenant covenants and agrees with Landlord that:

[Insert any rules or regulations of the Facility]

DRAFT

Westfield City Council Meeting Schedule 2015

Regular Meeting Date 7:00pm	Deadline to Submit Agenda Items	Tentative Meeting Date 7:00pm	Deadline to Submit Agenda Items
January 12, 2015	1/6/15	January 26, 2015	1/20/15
February 9, 2015	2/3/15	February 23, 2015	2/17/15
March 9, 2015	3/3/15	March 23, 2015	3/17/15
April 13, 2015	4/7/15	April 27, 2015	4/21/15
May 11, 2015	5/5/15	May 26, 2015*	5/19/15
June 8, 2015	6/2/15	June 22, 2015	6/16/15
July 13, 2015	7/7/15	July 27, 2015	7/21/15
August 10, 2015	8/4/15	August 24, 2015	8/18/15
September 14, 2015	9/8/15	September 28, 2015	9/22/15
October 12, 2015	10/6/15	October 26, 2015	10/20/15
November 9, 2015	11/3/15	November 23, 2015	11/17/15
December 14, 2015	12/8/15	December 28, 2015	12/22/15

**Meetings are held at the Westfield City Hall Assembly Room,
130 Penn Street, Westfield, IN**

*** Special date due to holiday closing**

RESOLUTION 14-136

Resolution of the City of Westfield Authorizing the Execution of Subleases

WHEREAS, the City of Westfield, (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”); and,

WHEREAS, the Council has the duty and authority to maintain the fiscal integrity and economic growth of the City by entering into advantageous contractual relationships that it finds in the best interests of the City; and,

WHEREAS, the City owns and operates the Grand Park Sports Complex and has recently authorized the lease of a and indoor facility located within Grand Park; and,

WHEREAS, the City has been approached by tenants that wish to operate from the indoor facility and pay rates advantageous to the operation of Grand Park; and,

WHEREAS, the Council having been presented with proposed subleases by potential tenants that represent an opportunity that is in the best fiscal interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the Westfield City Common Council meeting in session as follows:

Section 1. The Council, having been duly advised of the proposed subleases, attached hereto as Exhibits “A” and “B”, now finds that these proposed contractual relationships are in the best interests of the citizens of the City of Westfield.

Section 2. The Council now authorizes the president of the Council to execute these subleases and perform any other act necessary on behalf of the City to carry out the intent of this Resolution.

Section 3. This Resolution shall be in full force and effect upon adoption and all acts undertaken to create these leases and resolution are hereby ratified.

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2014.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Robert J. Smith	_____ Robert J. Smith	_____ Robert J. Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert W. Stokes	_____ Robert W. Stokes	_____ Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 14-136 was delivered to the Mayor of Westfield
on the _____ day of _____, 2014, at _____ m.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE resolution 14-136

I hereby VETO resolution 14-136

this _____ day of _____, 2014.

this _____ day of _____, 2014

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Lease") is made and entered into as of the ____ day of _____, 2015 (the "Effective Date"), by and between the **CITY OF WESTFIELD, INDIANA** ("Landlord"), and **INDIANA SPORTS PROPERTIES, LLC**, an Indiana limited liability company ("Tenant"). Landlord is the lessee under that certain Lease Agreement, dated November 6, 2014, ("Master Lease"), from Holladay Properties Grand Park Sports I LLC ("Prime Landlord") for the entire facility and real property located at 19000 Grand Park Boulevard, Westfield, Indiana.

W I T N E S S E T H :

ARTICLE I **LEASED PREMISES AND COMMON AREAS**

Section 1.01. Leased Premises. (a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of an integrated indoor soccer facility located at 19000 Grand Park Boulevard, Westfield, Indiana, on the real estate described on Exhibit A attached hereto and incorporated herein by reference (the "Facility"). The portion of the Facility hereby leased to Tenant is depicted and designated as "Fields and Flex Center" on the attached Exhibit B (the "Leased Premises"), containing approximately Three Hundred Forty-Nine Thousand One Hundred Eighteen (349,118) rentable square feet ("Rentable Area"), consisting of 295,650 square feet of Fields, and 53,468 square feet in two concourses in the areas and the spaces reflected on Exhibit C attached hereto. Landlord shall be entitled to change or modify the building, Common Areas (as hereinafter defined) or other improvements and facilities of the Facility, provided that neither the Leased Premises nor the general character of the Facility shall be materially changed.

(b) In addition to and included in the definition of the Leased Premises, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Facility depicted and designated as "Office" on Exhibit C attached hereto ("Secondary Office Space"), containing approximately Three Thousand Seven Hundred Eighty (3,780) rentable square feet. Tenant shall be responsible for paying the Minimum Annual Rent for this Secondary Office Space in the amounts set forth in Article IV hereof and the Annual Common Area Costs set forth in Article V hereof. Tenant shall oversee, manage and administer this Secondary Office Space in the Leased Premises and terms of this Lease shall govern that space.

Section 1.02. Use Rights of Landlord. Landlord may from time to time, in coordination with Tenant, grant to any party, person or entity the non-exclusive right to conduct any event, business or undertaking in the Facility, to the extent permitted under this Lease, with the intent that Landlord desires to commercially exploit the advantage of the expanse of the Facility for fully having the Facility used, rented and programmed as much as is reasonably practicable.

Section 1.03. Use of Common Areas. Landlord grants to Tenant, its agents, employees, invitees, licensees and concessionaires the non-exclusive right during the Lease Term (as hereinafter defined) to use the parking areas and ingress, egress and access roads and other facilities in the Common Areas as shall be made available by Landlord in its sole discretion. Tenant's use of the Common Areas shall be in common with others entitled to the use thereof and subject to the provisions of this Lease.

Section 1.04. Master Lease. Landlord is the tenant under the Master Lease with the Prime Landlord identified above. Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Master Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Master Lease is, as of the

date hereof, in full force and effect, and (c) no event of default has occurred under the Master Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

ARTICLE II **LEASE TERM**

Section 2.01. Term. The "Commencement Date" of the Lease shall be _____, 2015. The "Rent Commencement Date" shall be the date on which the Facility opens for business to the public, which opening shall not occur until construction is completed and the building is accepted by the Landlord and a certificate of occupancy is issued. Landlord intends to open the Facility not later than January 1, 2016 ("Opening Date"). The term of this Lease shall be for the period commencing on the Rent Commencement Date and continuing for one hundred twenty (120) months from the Rent Commencement Date (the "Original Term"). The parties shall execute a confirmation of lease term reflecting the actual Commencement Date and Rent Commencement Date. As used in this Lease, the term "Lease Year" shall mean a calendar year, the first Lease Year commencing on the first day of January following the Rent Commencement Date, and each succeeding Lease Year commencing on the anniversary of the first Lease Year. A "Fractional Lease Year" is defined to mean the period from the Rent Commencement Date to December 31 of such year and the period of the Lease Term following the last full calendar Lease Year, whether the Lease expires by its terms or otherwise.

Section 2.02. Renewal. If Tenant is not in default of any of the terms and conditions of this Lease and there is not any fact or circumstance which, with the passage of time or the giving of notice or both, could become a default hereunder, then Tenant shall have the option to renew this Lease for two (2) additional terms of five (5) years each (each a "Renewal Term"), the first of which shall commence upon the expiration of the Original Term and the second of which shall commence upon the expiration of the first Renewal Term. All of the terms, provisions, conditions, covenants, and obligations of this Lease shall apply during the Renewal Terms, except that the Minimum Annual Rent shall be as set forth in Section 4.06 herein. The renewal option shall be exercised by Tenant providing written notice to Landlord of Tenant's intent to exercise its renewal option not less than one hundred eighty (180) days prior to the expiration of the Original Term or the first Renewal Term, as applicable. If notice is not given in the manner provided herein within the time specified, this option to renew shall expire. The Original Term and any Renewal Terms are referred to herein collectively as the "Lease Term".

Section 2.03. Holding Over. If Tenant holds over and remains in possession of the Leased Premises after the expiration or earlier termination of this Lease with the consent of Landlord and without the execution of a new lease, such holding over and continued possession shall, if rent is paid by Tenant and accepted by Landlord, constitute a month to month lease upon the terms (other than length of term) herein specified, except with monthly rental at the rate of one hundred ten percent (110%) of the last month's rent, which holdover may at any time be terminated by either party upon thirty (30) days written notice given to the other party. If Tenant remains in possession of the Leased Premises after the expiration or earlier termination of this Lease without the consent of Landlord, Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance at a rental of one hundred fifty percent (150%) of the last month's rent and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to a tenancy at sufferance.

ARTICLE III **CONSTRUCTION OF IMPROVEMENTS**

Section 3.01. Landlord's Work. Landlord shall substantially complete construction and furnishing of the Facility, the Leased Premises and the Secondary Office Space, subject to minor punch

list items, on or before the Rent Commencement Date. Landlord has provided to Tenant the plans and specifications for the Facility in which the Leased Premises are located. Tenant may review and comment on the plans and specifications.

Section 3.02. Tenant's Rights During Construction. Landlord recognizes that Tenant will be the original primary tenant of the Leased Premises. As such, Tenant shall have the right to (i) provide input into all major design and construction decisions, but the ultimate authority for any changes and revisions rest solely with Landlord; (ii) participate in all construction meetings; (iii) visit and inspect the Leased Premises at reasonable times during construction; and (iv) participate in the creation of the construction punch list.

Section 3.03. Fixtures. All of Tenant's trade fixtures, inventory and equipment installed in or at the Leased Premises may be removed by Tenant upon the expiration or earlier termination of this Lease, provided that (i) Tenant shall repair any damage to the Leased Premises or the Facility caused by such removal, and (ii) there is no default, nor any fact or circumstance which, with the passage of time or the giving of notice or both, could become a default, hereunder by Tenant at such time. After the expiration or earlier termination of this Lease, Landlord shall have the right to remove Tenant's leasehold improvements, trade fixtures and equipment and to have any damage from such removal repaired at Tenant's sole cost and expense. Tenant's obligation to pay such expenses to Landlord shall survive the expiration or earlier termination of this Lease.

Section 3.04. Period Prior to Commencement Date. Landlord shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant's leasehold improvements, fixtures, equipment or merchandise installed or left in the Leased Premises prior to the Commencement Date. Tenant's entry upon and occupancy of the Leased Premises prior to the Commencement Date shall be governed by and subject to the provisions, covenants and conditions of this Lease with respect to use, insurance, indemnity, remedies and mechanic's liens.

ARTICLE IV RENT

Section 4.01. Minimum Rent. Tenant shall pay to Landlord as minimum rent for the Leased Premises the sums per year ("Minimum Annual Rent") in equal semi-annual installments ("Minimum Semi-Annual Rent") for the Leased Premises and the Secondary Office Space as set forth on Exhibit G attached hereto. Tenant acknowledges and agrees that the final Rent amounts will be adjusted up or down by the percentage change in the revised debt amortization schedule received by Landlord, so long as such amounts do not increase by more than \$125,000 annually from the current Rent Schedule set forth on Exhibit G. If the increase in Rent amounts based on the final debt amortization schedule received by Landlord is more than \$125,000 annually, and both parties agree that all alternatives for an agreed upon Rent schedule, after good faith and diligent negotiation, have been exhausted, this Lease will terminate with no further obligations by either party.

The Minimum Semi-Annual Rent shall be payable after the Rent Commencement Date and thereafter on the first day of each January 1 and July 1 during the Lease Term, without relief from valuation or appraisal laws. Hereinafter, the term "Minimum Rent" shall refer to either Minimum Annual Rent or Minimum Semi-Annual Rent, as appropriate. All rent obligations shall be independent obligations of Tenant and Tenant shall not have any right to set off any claim of whatever nature which it may have against Landlord against Minimum Rent or other obligations under this Lease.

Section 4.02. Rent Payments in the Event of Late Opening. In the event the Opening Date is later than January 15, 2016, but before July 1, 2016, Tenant's sole obligation for the Rent Payment due

July 1, 2016, shall be payment of 100% of the Net Rental Revenue from the Leased Premises through June 30, 2016. In the event the Opening date is later than July 1, 2016, Tenant's sole obligation for the Rent Payment due January 1, 2017, shall be payment of 100% of the Net Rental Revenue from the Leased Premises through December 31, 2016. For purposes of this Section, "Net Rental Revenue" shall mean all revenue received by Tenant on a cash basis related to the Leased Premises (not including deposits for services not rendered by the Rent Payment due date) minus all expenses incurred by Tenant on a cash basis directly related to the Leased Premises. If the Leased Premises are not completed and available for occupancy and Tenant's intended use by January 1, 2017, and both parties agree that all alternatives for proceeding with this Lease as contemplated herein, after good faith and diligent negotiation, have been exhausted, this Lease shall terminate with no further obligations by either party.

Section 4.03. Facility Revenue Sharing. Landlord and Tenant shall share in the net revenue of the Facility and generated from non-sporting events, which revenue shall exclude sponsorships as defined in Section 7.04 hereof, which revenue sharing formula is defined on the attached Exhibit E in the amounts and for the periods as set forth on Exhibit E.

Section 4.04. Reimbursement of Expenses. In addition to the payment of Minimum Rent as provided in this Article IV, Tenant shall pay to Landlord all other sums of money and charges required to be paid by Tenant to Landlord under this Lease. If any such sum or charge is not paid at the time provided in this Lease, it shall nevertheless be collectible with the next installment of Minimum Rent, provided that nothing contained herein shall be deemed to suspend or delay the payment of such sum or charge or to limit any remedy of Landlord in respect to Tenant's nonpayment.

Section 4.05. Place of Payments. All payments required to be paid and all statements or notices required to be rendered by Tenant or Landlord shall be delivered to the other party at its address set forth in Section 17.16 or to such other address as Landlord or Tenant shall specify in accordance with such Section.

Section 4.06. Cure Period. Beginning in Year 2, if Tenant fails to make full payment as due on July 1 or January 1, Tenant shall have until September 1 and February 1, respectively to make full payment. If Tenant fails to make full payment during the relevant cure period, Landlord shall have the right to withdraw from the Escrow Account (defined below in section 17.02), an amount not to exceed the unpaid balance. Tenant shall not be in default for non-payment of rent unless and until the cure period expires and the Escrow Fund is insufficient to pay the balance due.

Section 4.07. Late Charges. In the event Tenant fails to pay within five (5) days after the same is due and payable any installment of Minimum Rent or any other sum or charge required to be paid by Tenant to Landlord under this Lease, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of eight percent (8%) per annum until paid. In the event such late charge is due to Landlord, Tenant shall pay such charge to Landlord along with and in addition to the next payment of Minimum Rent.

Section 4.08. Renewal Minimum Rent. In the event Tenant exercises its option(s) for Renewal pursuant to Section 2.02 of this Lease, , the Minimum Rent for each five-year Renewal Term shall be one-hundred five percent (105%) of the Minimum Rent for the year immediately preceding the first month of the Renewal Term.

ARTICLE V COMMON AREAS

Section 5.01. Definition. As used in this Lease, “Common Areas” is defined to mean all real estate shown in and/or comprising the Facility and other facilities located thereon or appurtenant thereto designed for use in common by tenants of the Facility and their agents, employees, servants, customers, invitees and licensees, with such facilities and improvements including parking areas, ingress and egress access roads, sanitary sewers and utility lines, walkways and sidewalks, corridors, stairwells, foyer, public restrooms, landscaped and planted areas and related facilities.

Section 5.02. Management of Leased Premises and Common Areas. Landlord shall operate, manage, equip, light, heat, cool, repair, clean, maintain, and replace the Leased Premises and Common Areas for their intended purposes in such manner as Landlord in its reasonable discretion shall determine, and the Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may at any time temporarily close all or any part of the Common Areas to make repairs or changes and to perform such other acts in or to the Common Areas as Landlord in its reasonable discretion shall deem appropriate. Except as otherwise provided herein, if the amount or configuration of the Common Areas and any other facilities not within the Leased Premises are changed or diminished, Landlord shall not be subject to any liability therefore, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

Section 5.03. Charges for Common Areas. Tenant shall pay to Landlord Tenant’s proportionate share of all costs and expenses incurred by Landlord during the Lease Term in operating and maintaining the Leased Premises and Common Areas (“Common Areas Costs”) as provided in Article XIV herein. The Common Areas Costs shall include, but not be limited to, costs and expenses paid or incurred for repairing, maintaining, replacing and operating the Common Areas and improvements in the Leased Premises, Facility and Common Areas, such as paving, curbs, walkways, pole signs and directional signs, storm and sanitary sewers and lighting facilities, including roadway and drainage facilities, trash collection, utilities, security, snow and ice removal, gardening and landscaping, striping of parking areas, all charges payable by Landlord to provide utility services to the Leased Premises, Facility and Common Areas; licenses, permits, inspection and accounting fees; fees; costs of a management fee not greater than that generally charged in the Indianapolis, Indiana area for properties comparable to the Facility and administrative fees. The parties agree that charges under this Section may include one-time consulting expenses incurred to resolve any disputes regarding the appropriateness of charges under this Section, provided that such consulting expenses are incurred by mutual consent of Landlord and Tenant. Consistent with the foregoing, the following specific items shall not be included in Common Areas Costs: (i) the cost of improvements, alterations, maintenance or repairs to space leased to other tenants; (ii) debt service payments; (iii) federal, state and city income taxes on income from rents, if any; (iv) any cost or expenditure for which Landlord is reimbursed from insurance proceeds; (v) any cost or expenditure for which Landlord is reimbursed from condemnation proceeds; (vi) expenses which are billed directly to any tenant of the Facility (other than as a tenant’s share of the Common Areas Costs); (vii) costs which are covered by warranty to Landlord by contractors who have warranty obligations; (viii) leasing commissions, attorneys’ fees and collection costs related to negotiation and enforcement of other tenant leases; and (ix) real property taxes.

Section 5.04. Estimate of Annual Common Area Costs.

(a) for the Leased Premises:

<u>Period Following Commencement Date</u>	<u>Lease Year</u>	<u>Minimum Monthly CAM Payment</u>
Commencement Date- January 1 st , 2016	Year One	-0-
1 st of each Month, 2016		\$43,240.00
1 st of each Month, 2017	Year Two	\$44,104.83
1 st of each Month, 2018	Year Three	\$44,986.92
1 st of each Month, 2019	Year Four	\$45,886.50
1 st of each Month, 2020	Year Five	\$46,804.25
1 st of each Month, 2021	Year Six	\$47,740.33
1 st of each Month, 2022	Year Seven	\$48,695.17
1 st of each Month, 2023	Year Eight	\$49,669.00
1 st of each Month, 2024	Year Nine	\$50,662.25
1 st of each Month, 2025	Year Ten	\$51,675.67

(b) for the Secondary Office Space:

<u>Period Following Commencement Date</u>	<u>Lease Year</u>	<u>Minimum Monthly CAM Payment</u>
Commencement Date- January 1 st , 2016	Year One	-0-
1 st of each Month, 2016		\$1,458.33
1 st of each Month, 2017	Year Two	\$1,487.50
1 st of each Month, 2018	Year Three	\$1,517.25
1 st of each Month, 2019	Year Four	\$1,547.58
1 st of each Month, 2020	Year Five	\$1,610.08
1 st of each Month, 2021	Year Six	\$1,610.08
1 st of each Month, 2022	Year Seven	\$1,642.33
1 st of each Month, 2023	Year Eight	\$1,675.17
1 st of each Month, 2024	Year Nine	\$1,708.67
1 st of each Month, 2025	Year Ten	\$1,742.83

Any expenses above or greater than the above listed Common Area Costs incurred in the generation of revenues by Landlord shall be the responsibility of Landlord.

Section 5.05. Employee Parking. If Landlord so designates, Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord. Upon five (5) days prior written notice from Landlord, Tenant shall provide Landlord with the automobile license numbers of Tenant's employees.

ARTICLE VI **TAXES**

Section 6.01. Taxes on Tenant's Business and Property. Tenant shall pay and discharge when due all taxes and charges imposed upon the conduct of its business in the Leased Premises and all property taxes imposed upon its fixtures, equipment, merchandise, and other personal property on or at the Leased Premises.

ARTICLE VII
USE OF LEASED PREMISES

Section 7.01. Permissible Use and Restrictions. (a) The Leased Premises shall be continuously occupied and used solely for general recreational athletics, office space and ancillary related uses and for no other purpose without Landlord's prior written consent, and may be used for special events, conventions, trade shows as scheduled by Tenant and Landlord.

(b) Scheduling. Landlord and Tenant desire to optimize use of the Facility, including the Leased Premises, and so covenant to cooperate and communicate regarding scheduling the Facility. The parties agree to actively and in good faith participate in the process of reviewing, discussing and approving the schedule of all events at the Facility. Tenant shall manage and be responsible for scheduling and booking the Facility and the Leased Premises, but shall share with Landlord not less frequently than on a calendar quarter basis the proposed schedule 18 months into the future. Landlord's goal is to optimize use of the Facility and thereby, revenue generated by the Facility, which could include private or public non-athletic events, and to provide input as to possible events for Tenant to consider in its scheduling function.

Section 7.02. Opening for Business. Tenant shall proceed with due diligence to open for business at the Leased Premises on or prior to the Opening Date but in no event later than thirty (30) days following the Opening Date, and shall thereafter continuously, actively, and diligently operate its business on the whole of the Leased Premises in a reputable manner, maintaining in the Leased Premises a full staff of employees and a full appropriate stock of merchandise during Regular Business Hours throughout the Lease Term, unless prevented from so doing by fire, strikes, or other contingencies beyond Tenant's control.

Section 7.03. Rules and Regulations; Sign Criteria. Tenant shall comply with the rules and regulations of the Facility adopted by Landlord which are set forth in Exhibit D attached hereto and made a part hereof. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for safety, care, cleanliness, preservation of good order and operation or use of the Facility. All changes and amendments to the rules and regulations of the Facility will be forwarded by Landlord to Tenant in writing and shall thereafter be carried out and observed by Tenant. Tenant shall not place or permit to be placed or maintained in or on any portion of the Facility outside the Leased Premises, including, but not limited to, any exterior doors, walls, roof, or windows of the building constituting part of the Leased Premises, any sign, awning, or canopy or other advertising matter and shall not place or permit to be placed or maintained any decoration, advertising matter on the glass or any window or door of the Leased Premises, without Landlord's prior written approval.

Section 7.04. Sponsorships. Landlord and Tenant may solicit and procure sponsorships for the Facility and any events held at the Facility. Any revenue received by Tenant, directly or indirectly, in the form of sponsorship for the Facility or events put on at the Facility shall belong to Landlord 75% and Tenant 25% if the Landlord procures the sponsorship, and split on a 60% (Landlord) and 40% (Tenant) basis if Tenant procures the sponsorship.

Section 7.05. Hazardous Substances. Tenant shall place no underground storage tanks of any kind in, on, at or under the Leased Premises and shall not place or use tanks, drums or other containers of any kind in, on, at or under the Leased Premises, the contents of which are unknown to Landlord. Tenant shall not engage in any activities involving the use, treatment, transportation, generation, storage or disposal of any Hazardous Substances (as hereinafter defined) in hazardous quantities and no Hazardous Substances in hazardous quantities shall be released on, at or from the Leased Premises. Tenant shall

notify Landlord in the event that it files any Material Safety Data Sheets (“MSDS”) or any forms or reports on an annual basis to any federal, state or local government entity pursuant to Section 312 of the federal Emergency Planning and Community Right-to-Know Act of 1986 (the “MSDS Filings”), including Tier II filings and any MSDS Filings for Extremely Hazardous Substances over the Threshold Planning Quantity. If the Tenant does make any MSDS Filings, then upon request of Landlord, Tenant shall complete any Environmental Disclosure Statement required under the Indiana Responsible Property Transfer Law (“IRPTL”) and shall pay all costs for compliance with IRPTL as a result of the MSDS Filings. The Term “Hazardous Substances” means any hazardous or toxic substance regulated by any federal, state or local statute or regulation, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA) and the Toxic Substance Control Act, or by any federal, state or local governmental agencies having jurisdiction over the control of any such substance, including, but not limited to, the United States Environmental Protection Agency (EPA). Tenant shall indemnify, defend, and hold harmless Landlord from and against (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as “Remedial Work”) required by, or incurred by, Landlord or any other person or party in a reasonable belief that such Remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the Leased Premises as a result of or arising from the use or occupancy by Tenant or its agents, employees, or invitees of the Leased Premises, and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release, or discharge of any Hazardous Substances on, under, in, above, to or from the Leased Premises as a result of or arising from the use or occupancy by Tenant or its agents, employees, or invitees of the Leased Premises.

Section 7.06. Hold Harmless. Landlord shall not be liable to Tenant or to Tenant’s customers, employees, agents, guests or invitees, or to any other person whomsoever, for any injury to person or damage to property on or about the Leased Premises or the Facility, including, but not limited to, consequential damage, (1) caused by any act or omission of Tenant, its employees, subtenants, licensees, invitees and concessionaires invited by Tenant or of any other person entering the Facility or the Leased Premises by express or implied invitation of Tenant, or (2) arising out of the use of the Leased Premises or the Facility by Tenant, its employees, subtenants, licensees, concessionaires invited by Tenant or invitees. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability, loss, expense or claim (including, but not limited to, attorneys’ fees) arising out of any such damage or injury. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Facility or of any other persons whomsoever. Further, any Tenant specifically agrees to be responsible for and indemnify and hold Landlord harmless from any and all damages or expenses of whatever kind arising out of or caused by a burglary, theft, vandalism, malicious mischief or other illegal acts performed in, at or from the Leased Premises. Tenant’s obligations under this Section shall survive the expiration or earlier termination of this Lease.

Section 7.07. Tenant Rights to Purchase. Tenant shall have the right of first refusal to purchase the Facility from Landlord or any subsequent owner as successor to Landlord on the terms and conditions substantially equivalent to the offered terms by a prospective purchaser. Tenant shall have the right of first refusal to lease space in the Facility previously leased by Byrd Enterprises, Inc. in the adult lounge area on the Second Floor of the indoor portion of the Facility.

ARTICLE VIII **UTILITIES, HEATING, AND COOLING**

Section 8.01. Utilities. Utilities for the Leased Premises shall be installed, maintained, and paid for as follows:

- (a) On or before the Rent Commencement Date, Landlord shall have utilities connected by the applicable utility company and shall pay the usual and customary activation fees for such utilities which shall be separately metered to Tenant. Any utilities that can be separately metered shall be separately metered through the Original Term and any Renewal Term. Further, if Landlord determines that Tenant is a substantial user of any utilities which are not separately metered, Landlord may require Tenant to install submeters for such utilities at its sole cost and expense.
- (b) Landlord shall maintain all utility conduits, piping, conductor, and other utility infrastructure, both which serve the Leased Premises and which are located off the Leased Premises. Tenant shall pay to Landlord Tenant's Pro Rata Share (as hereinafter defined) of all costs and expenses, except for the cost of installation, paid or incurred by Landlord in maintaining such utilities off the Leased Premises, as provided in Article XIV of this Lease.
- (c) Commencing on the Commencement Date, Landlord shall maintain all utility conduits, piping, conductors, and the like located in the Leased Premises and shall pay for utilities as follows:
 - (i) All utilities which are metered or submetered at Leased Premises shall be put in Tenant's name and paid by Tenant on a usage basis as metered, and
 - (ii) Utilities which are not metered or submetered at the Leased Premises shall be paid by Tenant on a pro rata basis as specified in Article XIV of this Lease.

Section 8.02. Discontinuance of Services. Landlord reserves, and shall at all times have, the right to cut off and discontinue, without notice to Tenant, water, electricity, heating and air conditioning, or other utilities and services whenever Tenant has failed, following any applicable cure periods, to pay any rental or other charges due under this Lease. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of water, electricity, heating, air conditioning, or other utilities and services caused by an unavoidable delay, by the making of any necessary repairs or improvements, by any cause beyond Landlord's control, or by discontinuance as provided in the preceding sentence of this Section.

ARTICLE IX

MAINTENANCE AND ALTERATIONS

Section 9.01. Landlord's Obligations. Landlord shall keep in good repair, operate and maintain the Leased Premises, the Facility, and the utility systems serving the Common Areas.

Section 9.02. Tenant's Obligations. Tenant shall not suffer or permit any injury to the Leased Premises. Tenant shall immediately notify Landlord of any damage, injury, or disrepair of any part of the Leased Premises caused by or known to Tenant.

Section 9.03. Alterations and Additions. Tenant shall make no alterations or additions to any part of the Leased Premises without the prior written consent of Landlord. All such alterations and additions to the Leased Premises shall be made in accordance with all applicable laws, and shall remain for the benefit of Landlord; provided, however, that Landlord may elect by written notice to Tenant to require that Tenant, at its expense, remove at the expiration or earlier termination of this Lease all or a portion of the alterations or additions made by Tenant and repair any damage to the Leased Premises caused by such removal. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

Section 9.04. Mechanic's Liens. Tenant shall not suffer or give cause for the filing of any mechanic's lien against the Leased Premises. In the event any mechanic's lien is filed against the Leased Premises or any part thereof for work claimed to have been done for, or material claimed to have been furnished to the Tenant, Tenant shall cause such mechanic's lien to be discharged of record within thirty (30) days after filing or, alternatively, Tenant shall furnish to Landlord (or any other entity designated by Landlord) within such thirty (30) day period a bond or other assurances reasonably acceptable to Landlord that such claimed indebtedness as finally determined will be paid by Tenant. Tenant shall indemnify and save harmless Landlord from all costs, losses, expenses, and attorneys' fees in connection with any such mechanic's lien.

ARTICLE X

INDEMNIFICATION AND INSURANCE

Section 10.01. Indemnification. Tenant assumes all risks and responsibilities for accidents, injuries, or damages to persons or property (other than as provided in Section 10.02 below with respect to damage by fire and casualty), and agrees to indemnify and hold harmless Landlord from any and all claims, liabilities, losses, costs, and expenses (including attorneys' fees), arising from or in connection with Tenant's use and occupancy of the Leased Premises during the Lease Term.

Section 10.02. Landlord's Insurance. Landlord shall maintain public liability insurance against damage to persons and property in the Common Areas in reasonable amounts and shall agree to hold Tenant harmless for all liabilities covered by such insurance. Landlord shall carry during the Lease Term fire and extended coverage insurance on the Facility for at least its full insurable value. Landlord shall also maintain business interruption insurance and/or loss of "rental value" insurance in such amounts as Landlord shall reasonably deem necessary. Tenant agrees to reimburse Landlord for its proportionate share of the Insurance Premiums for all such insurance and the deductibles incurred by Landlord, as provided in Article XIV. Landlord shall ensure that Tenant is named as an additional insured on all policies required by this Section 10.02 and shall furnish to Tenant upon Tenant's request a certificate of insurance.

Section 10.03. Increase in Insurance Rates. If Tenant uses or permits the use of the Leased Premises or any part thereof in any manner so as to increase the cost of insurance to Landlord over and above the normal rates from time to time applicable to the Leased Premises for the use permitted under this Lease, Tenant shall pay to Landlord upon demand any such increase in the premiums for such insurance whether or not Landlord has consented to such use.

Section 10.04. Insurance - Tenant. Tenant shall, during the Lease Term, keep in full force and effect policies of public liability insurance (with contractual liability endorsement covering the matters set forth in Section 10.01 above), in companies and in a form acceptable to Landlord, with respect to the Leased Premises and the business operated by Tenant and/or any subtenants of Tenant in or at the Leased Premises, in which both Landlord and Tenant shall be named as parties covered thereby (covering Tenant as the named insured and identifying Landlord as an "additional insured"), providing for minimum limits

of comprehensive general liability and excess liability coverage of Seven Million Dollars (\$7,000,000) for which Tenant will provide minimum liability coverage of Two Million Dollars (\$2,000,000) per occurrence, subject to policy restrictions that may impose lower limits for claims involving brain injuries. Tenant shall, at its own expense, also keep in full force and effect policies of plate glass insurance, if plate glass is a part of Leased Premises, and fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in any amount adequate to cover the cost or replacement of all alterations, changes, decorations, additions, fixtures, and other improvements in the Leased Premises in the event of a loss, in companies and in form acceptable to Landlord. In addition, at all times during the Original Term and any Renewal Term, Tenant shall procure and maintain workers' compensation insurance and employers liability insurance with a limit not less than One Million Dollars (\$1,000,000) bodily injury each accident; One Million Dollars (\$1,000,000) bodily injury by disease – each person; and One Million Dollars (\$1,000,000) bodily injury to disease – policy limit. The insurance which Tenant is required to carry pursuant to this Section shall insure the full insurable value of all such improvements installed in and at the Leased Premises, on a reproduction cost basis, whether the same have been paid for entirely or partially by Tenant. Landlord and other tenants and occupants shall not be liable for any damage by fire or other casualty with respect to such improvements, no matter how caused, it being understood that Tenant will look solely to its insurers for reimbursement. All insurance maintained by Tenant as required pursuant to this Section 10.04 shall be carried in favor of Landlord and Tenant, as their respective interests may appear. Tenant shall, upon request, furnish Landlord with certificates of insurance, and all such insurance shall carry a provision providing that it will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. If Tenant fails to comply with the above requirements, Landlord may obtain such insurance and keep same in effect, and Tenant shall pay Landlord all premium costs thereof upon demand.

Section 10.05. Tenant's Property. All property of Tenant shall be kept or stored in, upon, or about the Leased Premises at the sole risk of Tenant and Tenant shall hold Landlord harmless from and against any claims, costs, or expenses, including attorneys' fees, arising out of damage thereof.

Section 10.06. Waiver of Subrogation. All insurance policies maintained by Landlord or Tenant as provided in this Article X shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease or agreeing not to acquire any rights of recovery which the insured has expressly waived prior to loss. Each of the parties hereto agrees that if the provision waiving subrogation in any of such policies of insurance requires that notice of such waiver be served upon the insurer, such notice shall be promptly served by the party obtaining such insurance.

ARTICLE XI

FIRE AND CASUALTY

If the Leased Premises become partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance, so as to become partially or totally untenable, the same shall be repaired or replaced at the expense of Landlord to the extent of available insurance proceeds. However, if more than fifty percent (50%) of the total rentable area of the Facility shall be destroyed or so damaged by fire or other casualty as to become wholly untenable, or if Landlord determines that the Facility cannot be restored within one hundred eighty (180) days, then Landlord may rebuild or put the Facility in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice in writing to Tenant terminating the Lease. Within sixty (60) days after such casualty, Landlord shall either give Tenant notice of its intention to repair or rebuild or shall give Tenant notice of its intention to terminate the Lease. Any proceeds from the fire and extended coverage insurance not utilized by Landlord in restoring the Leased Premises shall be and remain the sole property of Landlord. Minimum Rent shall proportionately abate during the time that the Leased Premises are partially or totally unusable by reason of any such damage thereto.

ARTICLE XII
EMINENT DOMAIN

In the event that all or a part of the Leased Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain, or that, in lieu thereof, all or a part of the Leased Premises is sold to a public or quasi-public body under threat of condemnation, and such taking, condemnation, or sale renders the Leased Premises totally unsuitable for operation of the Tenant's business therein, this Lease shall terminate on the date possession of all or such part of the Leased Premises is transferred to the condemning authority. All rent shall be paid up to the date of transfer of possession to the condemning authority, and all compensation awarded or paid for taking or sale in lieu thereof shall belong to and be the sole property of Landlord, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term; provided, however, that Tenant shall be entitled to any separate award for personal property or moving costs, so long as such award shall not reduce the compensation paid or awarded to Landlord. In the event that only a portion of the Leased Premises is taken or condemned and such taking does not materially affect the business of Tenant, Tenant shall be entitled to a proportionate abatement of Minimum Rent but shall not be entitled to any award or payment made for such taking.

ARTICLE XIII
DEFAULT AND REMEDIES

Section 13.01. Events of Default. Each of the following shall be deemed a default by Tenant unless the same has been cured within sixty (60) calendar days following the default:

- (a) Tenant's failure to pay rent (including Minimum Rent and Additional Rent) as herein provided when due;
- (b) Tenant's failure to perform or observe any other terms, conditions, or covenants of this Lease to be performed or observed by Tenant;
- (c) Any change or modification in the use of the Leased Premises as set forth in Section 7.01 herein, or any substantial change in the quality of character of such use if such change adversely affects the Facility to be solely determined by Landlord;
- (d) Tenant's voluntary or intentional vacation or abandonment of the Leased Premises or any failure to keep the Leased Premises open for business as provided in Section 7.02 herein (without limiting the meaning of the terms "vacation or abandonment", the transfer of a substantial part of the operations, business, and personnel of Tenant to some other location shall be deemed to be a breach of this subsection, notwithstanding the fact that Tenant shall thereafter continue to pay the rent due under this Lease);
- (e) The sale of Tenant's leasehold interest hereunder pursuant to execution;
- (f) The adjudication of Tenant as a bankrupt;
- (g) The making by Tenant of a general assignment for the benefit of creditors;

- (h) The appointment of a receiver in equity for Tenant's property if such appointment is not vacated or otherwise terminated within sixty (60) days from the date of such appointment;
- (i) The appointment of a trustee, custodian, or receiver for Tenant's property in a reorganization, arrangement, or other bankruptcy proceeding if such appointment is not vacated or set aside within sixty (60) days from the date of such appointment;
- (j) Tenant's filing of a voluntary petition in bankruptcy or for reorganization or arrangement;
- (k) Tenant's filing of an answer admitting bankruptcy or agreeing to reorganization or arrangement;
- (l) Issuance of a criminal indictment or charge against Tenant; or
- (m) Dissolution or other termination of Tenant's corporate charter.

Section 13.02. Landlord's Rights Upon Tenant's Default. In the event of any default provided in the foregoing Section 13.01, not cured within the applicable cure period, without any further demand or notice Landlord, in addition to pursuing any other rights or remedies available at law or in equity, may:

- (a) Collect the past due amounts by withdrawing such amount from the Escrow Account;
- (b) Elect to terminate this Lease;
- (c) In the event that Tenant has failed to perform any of its covenants under this Lease other than a covenant to pay rent, perform the covenant or covenants of Tenant which are in default at Tenant's cost and expense (entering upon the Leased Premises for such purpose, if necessary); and Landlord's performance of any such covenant shall neither subject Landlord to liability for any loss, inconvenience, or damage to Tenant nor be constructed as a waiver of Tenant's default or of any other right or remedy of Landlord in respect of such default, or as waiver of any covenant, term, or condition of this Lease; or
- (d) immediately re-enter upon the Leased Premises, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and for the account of Tenant, all without service of notice or resort to legal process, without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and without such re-entry being deemed to terminate this Lease.

Section 13.03. Re-Letting. In the event Landlord re-enters upon the Leased Premises as provided in the foregoing Section 13.02 or takes possession of the Leased Premises, Landlord may either terminate this Lease, or from time to time without terminating this Lease, make alternations and repairs

reasonably necessary for the purpose of re-letting the Leased Premises and re-let the Leased Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) at such rental and upon such other terms and conditions as Landlord in its reasonable discretion deems advisable. Upon each re-letting, all rentals received from such re-letting shall be applied first to payment of costs of such alterations and repairs; second to the payment of rent and any other indebtedness due and unpaid hereunder; and the remainder, if any, shall be applied in payment of future rent. Tenant shall be liable to Landlord for the difference between the Tenant's rent and other charges herein provided, and the rental and other charges received from such re-letting. Any such difference (or the entire rental in the event the Leased Premises is not relet) owing by Tenant for the entire remainder of the Lease Term shall be due and may be recovered at once, at the option of the Landlord, without awaiting the expiration of the Lease Term; in which case, recovery shall be based upon the best estimates of the amounts thereof available at that time without releasing Tenant from liability for payment of all amounts due under this Lease. No re-entry or taking of possessions by Landlord of the Leased Premises shall be construed as an election to terminate this Lease unless a written notice of termination is given to Tenant. Notwithstanding any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for Tenant's previous default.

Section 13.04. Damages Upon Termination. In the event that Landlord at any time terminates this Lease for any default by Tenant, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default if such damages are established at the time of the default, including, but not limited to, costs of recovering the Leased Premises, attorneys' fees, and the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value determined by Landlord of the Leased Premises for the remainder of the Lease Term. All such amounts shall be immediately due and payable by Tenant to Landlord.

Section 13.05. Indemnification Upon Default. Upon any default by Landlord or Tenant hereunder, the defaulting party shall be liable for and hereby agrees to apply any and all liabilities, losses, costs and expenses, including attorneys' fees, incurred by the non-defaulting party as a result of such default and in exercising the non-defaulting party's rights and remedies in connection with such default. Notwithstanding the foregoing, Landlord shall not be considered in default until it has received from Tenant written notice of such default and has not cured such default (i) within thirty (30) days with respect to any default which is curable within said time period, or (ii) for any default which is not capable of being cured until after thirty (30) days, Landlord has commenced such cure within thirty (30) days and thereafter diligently prosecutes such cure. In addition, prior to Landlord being in default, Tenant shall provide Prime Landlord and Landlord's mortgage lender with the same foregoing cure period, provided that Tenant has received written notice from Landlord as to the identity and address of such mortgage lender.

Section 13.06. Remedies Cumulative. The remedies of Landlord hereunder shall be cumulative, and no one of them shall be construed as exclusive or any other or of any remedy provided by law or in equity. The exercise of any one such right or remedy by Landlord shall not impair its standing to exercise any other such right or remedy.

Section 13.07. Non-Recourse Against ISA. Landlord acknowledges that the funds initially deposited in the Escrow Fund have been loaned to Tenant by its sole member, Indiana Soccer Association, Inc. ("ISA"). In consideration of ISA providing these funds, Landlord agrees that in the event of default under this Lease by Tenant, Landlord shall have no recourse and shall pursue no claims against ISA. Landlord's recourse under this Lease, if any, shall be against Tenant only.

Section 13.08. Tenant Termination Right. In the event Tenant fails to make a payment of Minimum Semi-Annual Rent as required hereunder and Landlord does not terminate this Lease as provided hereunder, Tenant may terminate this Lease by giving thirty (30) days advance written notice to the Landlord.

ARTICLE XIV **TENANT'S PAYMENT OF PRO RATA SHARE**

Section 14.01. Tenant's Pro Rata Share. Beginning on the Rent Commencement Date, Tenant shall pay as additional rent ("Additional Rent") to Landlord, in the manner provided in Section 14.02 herein, Tenant's Pro Rata Share of all charges, liabilities, costs, and expenses of every kind and nature paid or incurred (including appropriate reserves) by Landlord during the Lease Term for each Lease Year or Fractional Lease Year which are attributable to or relate to the Facility for the following:

- (a) Common Areas Costs, as described in Section 5.03;
- (b) Utilities, as described in Section 8.01;
- (c) Insurance Premiums and deductibles, as described in Section 10.02; and
- (d) Maintenance and Repairs, as described in Section 9.01.

(items 9(a) through (d) above are hereinafter referred to in the aggregate as "Operating Costs").

Section 14.02. Calculation and Payment. "Tenant's Pro Rata Share" of the Operating Costs shall be that portion of such Operating Costs which the Rentable Area of the Leased Premises and Secondary Office Space bears to the total rentable area in the Facility of 352,898 square feet, which is equal to a percentage share of 93.49%. Tenant shall pay on a monthly basis, in advance, Tenant's Pro Rata Share of the Operating Costs for each Lease Year or Fractional Lease Year, in any amount estimated by Landlord as provided in this Section. Landlord's estimate shall be made on the basis of the most recent Annual Operating Cost Statement, if available, adjusted to reflect reasonably anticipated increases or decreases of Operating Costs.

Section 14.03. Reconciliation. An Annual Operation Cost Statement prepared by Landlord shall be provided by Landlord to Tenant not later than April 1 of each calendar year setting forth in reasonable detail the actual Operating Costs paid or incurred by Landlord in the preceding Lease Year or Fractional Lease Year. The dates of any such statements may, at the option of the Landlord, be subject to change. Upon the furnishing of the Annual Operation Cost Statement, the installments of Additional Rent paid by Tenant for the subject calendar year shall be reconciled with the Additional Rent for such calendar year as set forth in the Annual Operation Cost Statement. If the Additional Rent for the calendar year as set forth in the Annual Operation Cost Statement exceeds the total of the installments of Additional Rent paid by Tenant for such calendar year, then Tenant shall pay the amount of such excess to Landlord within thirty (30) days after Landlord delivers to Tenant the Annual Operation Cost Statement. If the total of the installments of Additional Rent paid by Tenant for the calendar year exceeds the Additional Rent for the calendar year as set forth in the Annual Operation Cost Statement, then Tenant shall receive a credit against the monthly installments of Additional Rent subsequently accruing until such excess is exhausted or, if this Lease has been terminated other than by reason of a default by Tenant, such excess shall be refunded to Tenant promptly upon determination of the proper amount thereof. In no event shall the

Minimum Rent be decreased. Tenant shall have the right to audit the Annual Operation Cost Statement, at its expense.

ARTICLE XV **ACCESS TO LEASED PREMISES**

Tenant shall permit Landlord and its agents and employees to enter in and upon the Leased Premises at all reasonable times to inspect and examine the Leased Premises, to show the Leased Premises to prospective purchasers, mortgagees, or tenants, or to make such repairs that Landlord may deem necessary or desirable, provided Landlord shall have access to the Leased Premises without advanced notice and without interfering with Tenant's quiet enjoyment should an emergency situation occur at the Leased Premises.

ARTICLE XVI **LIMITATION OF LANDLORD'S LIABILITY**

Tenant agrees that Tenant shall look solely to Landlord's interest in and to the Facility, subject to prior rights of any mortgagee of the Facility, for satisfaction of any judgment (or other judicial process) requiring payment of money by Landlord in the event of default or breach by Landlord of any of the covenants, terms or conditions of this Lease to be observed or performed by Landlord, and that no other assets of Landlord shall be subject to levy, execution, or of the process for satisfaction of Tenant's remedies. The term "Landlord", as used in this Lease in relation to covenants, agreements, and conditions to be observed and performed by Landlord, shall be limited to mean and include only the owner or owners from time to time of Landlord's interest in this Lease. In the event of any transfer or transfers of such interest (except a transfer for security), Landlord named herein (or the transferor, in the case of a subsequent transfer) shall, after the date of such transfer, be released from all liability for the performance of any covenant, agreement, and conditions under this Lease, occurring prior to the date of such transfer. This Lease shall bind Landlord, its successors and assigns only during and in respect of their respective successive periods of ownership of the Facility.

ARTICLE XVII **MISCELLANEOUS**

Section 17.01. Sublease. This Sublease and all the rights of parties hereunder are subject and subordinate to the Master Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Master Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Master Lease and specifically to allocate those rights and obligations in this Sublease. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Master Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Master Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to Prime Landlord under the Master Lease;

B. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Master Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on

behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Master Lease.

C. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Master Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Master Lease at least five (5) days prior to the date when Landlord's performance is required under the Master Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Landlord shall not agree to an amendment to the Master Lease which might have an adverse effect on Tenant's occupancy of the Premises or its use of the Premises for their intended purpose, unless Landlord shall first obtain Tenant's prior written approval thereof.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Master Lease. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Master Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Master Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Landlord, under the Master Lease. Notwithstanding the foregoing, the parties contemplate that Prime Landlord shall, in fact, perform its obligations under the Master Lease and in the event of any default or failure of such performance by Prime Landlord, Landlord agrees that it will, upon notice from Tenant, make demand upon Prime Landlord to perform its obligations under the Master Lease and, provided that Tenant specifically agrees to pay all costs and expenses of Landlord and provides Landlord with security reasonably satisfactory to Landlord to pay such costs and expenses, Landlord will take appropriate legal action to enforce the Master Lease.

Section 17.02. Performance Escrow. Landlord requires that Tenant support and secure its duties, obligations and liabilities under this Lease by establishing an escrow account in which it will deposit funds and security available and for the benefit of Landlord. Upon the Effective Date, Tenant shall deposit into the escrow account \$500,000 in cash. Subject to the terms described in Schedule F, an additional \$100,000 deposit shall be made not later than December 31, 2016; an additional \$150,000 deposit shall be made not later than December 31, 2017; and an additional \$250,000 shall be made not later than December 31, 2018. The escrow account will stay in place until December 31, 2022. If as of such time, Tenant has complied with and fulfilled its duties, obligations and liabilities under this Lease, the escrow account will fully and irrevocably revert to Tenant's ownership. See Exhibit F hereto as to this schedule and amounts to be deposited.

Section 17.03. Assignment and Subletting. Tenant shall not assign this Lease or sublet the whole or any part of the Leased Premises, or permit any other persons, including concessionaires or licensees, to occupy the same without the prior written consent of Landlord. Such consent shall not be implied from references in this Lease to assignees, sublessees, concessionaires, or licensees. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such

consent to any subsequent assignment or subletting. Any such assignment or subletting, even with the consent of Landlord, shall not relieve Tenant from liability for payment of rent or other sums herein provided or from the performance of any other obligations under this Lease until the later of the second lease year or one (1) year after the assignment or sublease with the consent of Landlord. The acceptance of rent from any other person shall not be deemed to be a waiver of any other provisions of this Lease or a consent to the assignment of this Lease or the subletting of the Leased Premises. Any transfer of this Lease by operation of law (including, but not limited to, a transfer as a result of a merger, consolidation, or liquidation of Tenant if Tenant is not an individual) shall constitute an assignment for purposes of this Lease.

An assignment shall include any sale or transfer, whether by operation of law or otherwise, of fifty percent (50%) or more of the ownership of an entity, or in the event the present owner(s) shall, singly or collectively, cease to own, directly or indirectly, the controlling interest in the voting ownership of Tenant and shall include, in the case of limited liability companies and partnerships, any change in the Manager or General Partner.

Without in any way limiting Landlord's right to refuse to give consent to any assignment or subletting of this Lease, Landlord reserves the right to refuse to give such consent if in Landlord's reasonable opinion the proposed use of the Leased Premises or quality of merchandising operation in the Leased Premises or the Facility is or may be in any way adversely affected, if the financial worth of the proposed assignee or subtenant is less than that of Tenant or if the value of the Leased Premises has changed or will change in such a manner that the proposed assignment or sublease is contrary to the interests of or unacceptable to Landlord. Tenant agrees to reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership or hypothecation of this Lease or Tenant's interest in and to the Leased Premises.

Section 17.04. Estoppel Certificates. Prior to opening the Leased Premises for business, Tenant shall deliver to Landlord a written statement in recordable form certifying (if such is the case) that Landlord has completed construction of the improvements constituting part of the Leased Premises in accordance with its obligations contained herein, that Tenant has accepted possession of the Leased Premises, that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended, and indicating the Commencement Date and the dates to which the Minimum Rent and other charges have been paid in advance, if any. At any time and from time to time, Tenant agrees, within ten (10) days of any request in writing from Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing certifying, if this be the fact, that this Lease is unmodified, in full force and effect, and there are no defenses or offsets thereto (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Minimum Rent and any other additional rentals have been paid.

Section 17.05. Subordination and Attornment. Tenant shall, upon Landlord's request, subordinate this Lease to the lien of any mortgage now or hereafter placed upon Landlord's interest in the Leased Premises or upon any buildings hereafter placed upon the land of which the Leased Premises form a part. In addition, upon the request of Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages or the lien or security interest from any other method of financing or refinancing (hereafter collectively referred to as "Mortgage") now or hereafter against the Facility and the land upon which it is situated, Landlord's interest therein, or the Leased Premises and the buildings now or thereafter built or to be built in the Facility, and to all renewals, modifications, replacements, consolidations, and extensions thereof. Tenant shall execute and deliver, upon demand, such further instrument or instruments subordinating this Lease to the lien of any such Mortgage, provided any subordination shall be upon the express condition that this Lease and any extension or renewal hereof

shall remain in full force and effect during the Lease Term, notwithstanding any default in the payment and performance of such Mortgage and notwithstanding any foreclosure proceedings with respect thereto; provided, however, that Tenant shall perform all of the terms, covenants, and conditions of this Lease by it undertaken to be performed. Tenant shall, in the event that any proceedings are brought for the foreclosure of any Mortgage made by Landlord covering that Leased Premises, attorn to the purchaser upon such foreclosure and recognize such purchaser as Landlord under this Lease.

Section 17.06. Covenant of Quiet Enjoyment. Landlord agrees that if Tenant performs all the covenants and agreements herein provided to be performed by Tenant, Tenant shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons claiming under Landlord. This Lease does not guarantee a continuance of light and air over the Leased Premises or any property adjoining the Leased Premises.

Section 17.07. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on the check or letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease.

Section 17.08. No Option. The submission of this Lease for examination by Tenant shall not constitute a reservation of or option for the Leased Premises. This Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.

Section 17.09. Memorandum of Lease. The parties hereto shall not record this Lease, but each party shall execute upon request of the other a "Memorandum of Lease" suitable for recording. The party requesting the Memorandum shall pay all recording costs in connection therewith.

Section 17.10. Relationship of Parties. Nothing contained herein, including, but not limited to, the method of computing rent, shall be deemed or construed by the parties hereto, or by any third party, as creating between the parties hereto the relationship of principal and agent, partnership, joint venture, or any relationship other than the relationship of landlord and tenant.

Section 17.11. Waiver. The parties hereto may, by a writing signed by both of the parties, waive the performance by any party of any of the provisions to be performed by such party under this Lease. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Lease shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by either party hereto of a breach of or noncompliance with any provision of this Lease shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

Section 17.12. Severability. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions, and this Lease shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

Section 17.13. Binding Effect. This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon, the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant except as otherwise expressly provided herein. Nothing in this Lease, express or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this Lease.

Section 17.14. Construction. This Lease shall be construed and governed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions. Whenever in this Lease a singular word is used, it shall also include the plural wherever required by the contract and vice versa. All references in this Lease to periods of days shall be construed to refer to calendar, not business, days. The captions in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease. The Exhibits hereto are incorporated by reference and made a part hereof with the same effect as if set out in fully herein.

Section 17.15. Entire Agreement; Amendments. This instrument contains the entire agreement between the parties hereto with respect to the subject matter hereof. All representations, promises and prior or contemporaneous undertakings between such parties are merged into and expressed in this instrument, and any and all prior agreements between such parties are hereby canceled. The agreements contained in this instrument shall not be amended, modified, or supplemented except by a written agreement duly executed by both Landlord and Tenant.

Section 17.16. Survival and Assignment. The terms and Conditions of this agreement shall survive any change in Landlord and shall govern the relationship between the Landlord and the Tenant. Landlord shall not transfer, convey, or sell to a third party any right or obligation under this Lease unless that third party accepts and agrees to an assignment of Landlord's obligations to Tenant under this lease.

Section 17.17. Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or by a reputable courier service (with all expenses of delivery being prepaid) or sent by registered or certified mail, postage prepaid, as follows:

Landlord:	City of Westfield, Indiana 2728 E. 171st Street Westfield, Indiana 46074 Attn: Todd Burtron, Chief of Staff
With a copy to: (Which shall not constitute notice)	Krieg DeVault LLP 12800 N. Meridian Street, Suite 300 Carmel, Indiana 46032 Attn: Brian J. Zaiger, Esq.
Tenant:	Indiana Sports Properties, LLC 5 East 191 st Street Westfield, Indiana 46074 Attn: Don Rawson, President and CEO

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the earlier of actual receipt or two (2) business days after being so delivered or mailed.

Section 17.18. Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute one and the same instrument.

Section 17.19. Brokers. Landlord and Tenant covenant, warrant and represent that no broker was involved in bringing about or consummating this Lease, and that Landlord and Tenant had no conversations or negotiations with any broker concerning the leasing of the Leased Premises. Tenant agrees to indemnify and hold harmless Landlord against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith including, but not limited to, attorneys' fees and expenses arising out of any conversations or negotiations had by Tenant with any broker. Landlord agrees to indemnify and hold harmless Tenant against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith including, but not limited to, attorneys' fees and expenses arising out of any conversations or negotiations had by Landlord with any broker.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

Title: _____

TENANT:

INDIANA SPORTS PROPERTIES, LLC

By: _____
Don Rawson, President and CEO

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List of Exhibits

Exhibit A	Legal Description
Exhibit B	Depiction of the Facility and Leased Premises
Exhibit C	Building Square Footage
Exhibit D	Rules and Regulations
Exhibit E	Grand Park Indoor Multi-Purpose Facility Escrow Addition Schedule
Exhibit F	Grand Park Indoor Multi-Purpose Facility Escrow Addition Schedule
Exhibit G	Rent Schedule

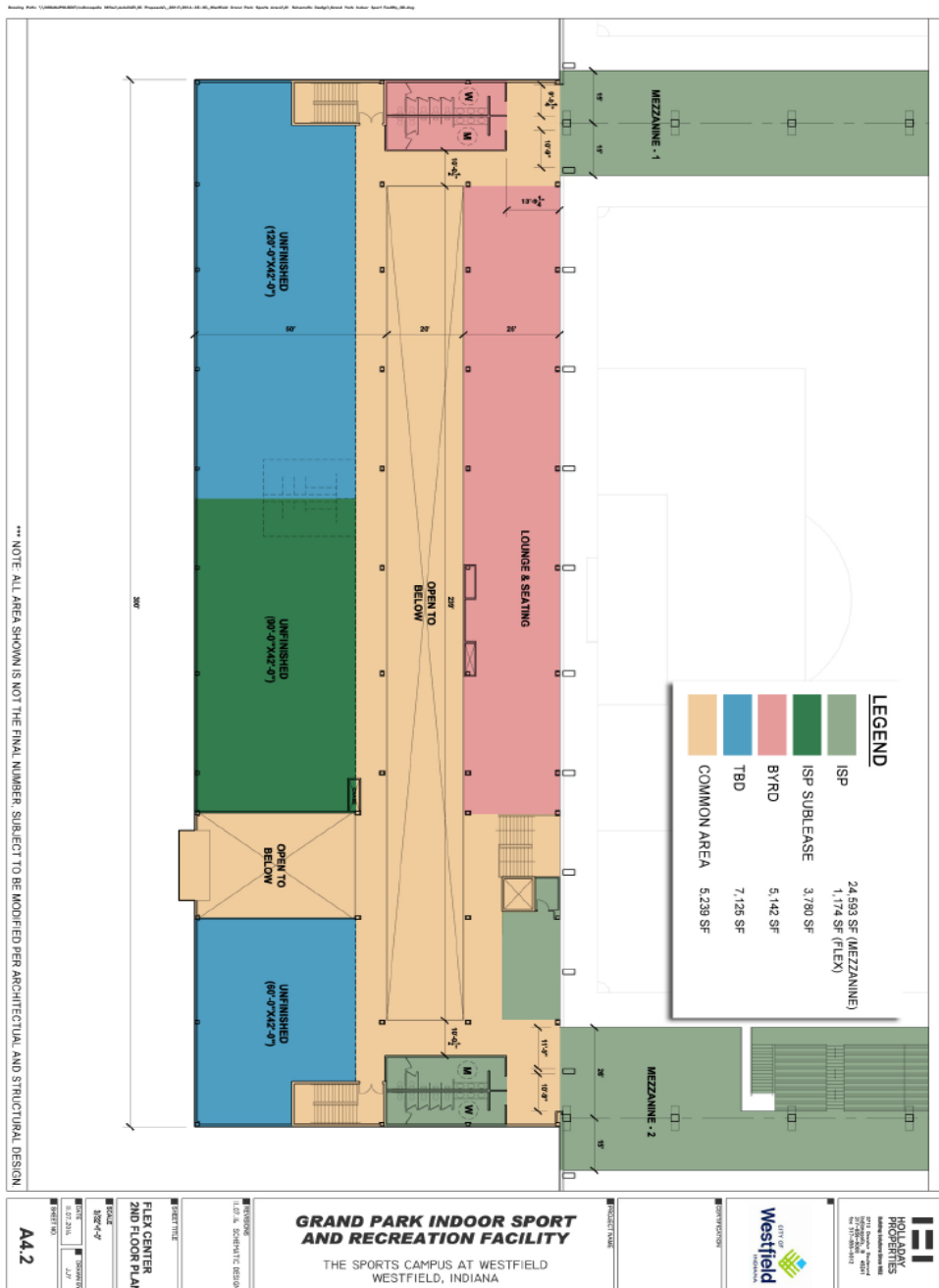
EXHIBIT A

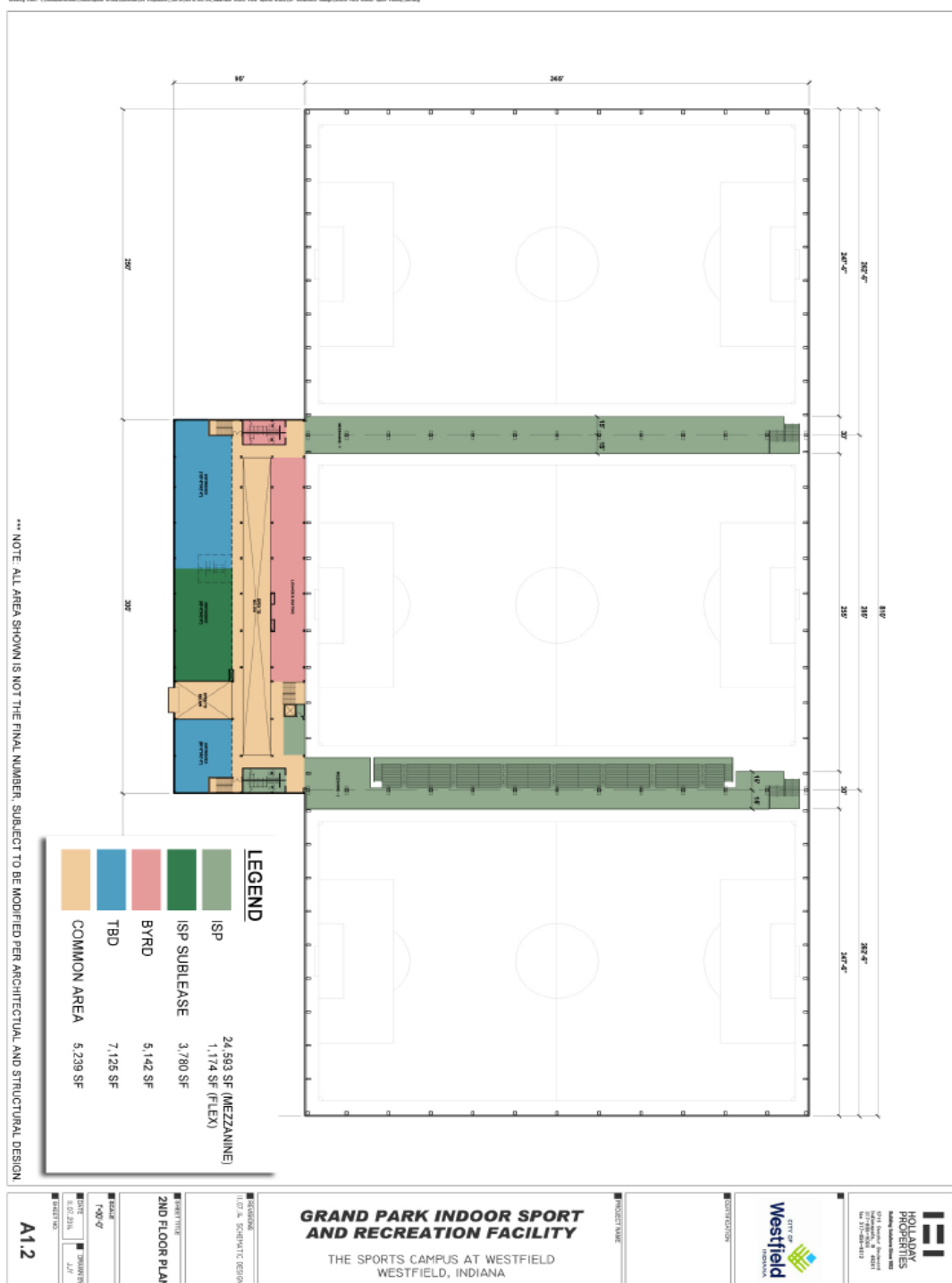
Legal Description of Facility

INDOOR SOCCER FACILITY
GRAND PARK
WESTFIELD, INDIANA
7.15.2014

A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 54 MINUTES 07 SECONDS WEST 1,196.82 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST 40.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST 131.49 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 639.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 380.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 101.94 FEET; THENCE SOUTHWESTERLY 221.77 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 336.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 30 DEGREES 53 MINUTES 39 SECONDS WEST AND A LENGTH OF 217.77 FEET; THENCE SOUTH 45 DEGREES 36 MINUTES 00 SECONDS EAST 28.62 FEET; THENCE SOUTHWESTERLY 149.81 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 364.50 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 61 DEGREES 09 MINUTES 11 SECONDS WEST AND A LENGTH OF 148.75 FEET; THENCE NORTH 17 DEGREES 04 MINUTES 23 SECONDS WEST 20.00 FEET; THENCE WESTERLY 96.13 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 348.57 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 80 DEGREES 52 MINUTES 39 SECONDS WEST AND A LENGTH OF 95.82 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 40 SECONDS WEST 539.70 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 20 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 40 SECONDS WEST 42.79 FEET; THENCE NORTHWESTERLY 132.02 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 47 DEGREES 16 MINUTES 39 SECONDS WEST AND A LENGTH OF 117.54 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 122.52 FEET; THENCE NORTHWESTERLY 172.79 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 110.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST AND A LENGTH OF 155.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 5.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 41.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 115.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 451.06 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 07 SECONDS EAST 250.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.501 ACRES, MORE OR LESS.

Depiction of the Facility and Leased Premises





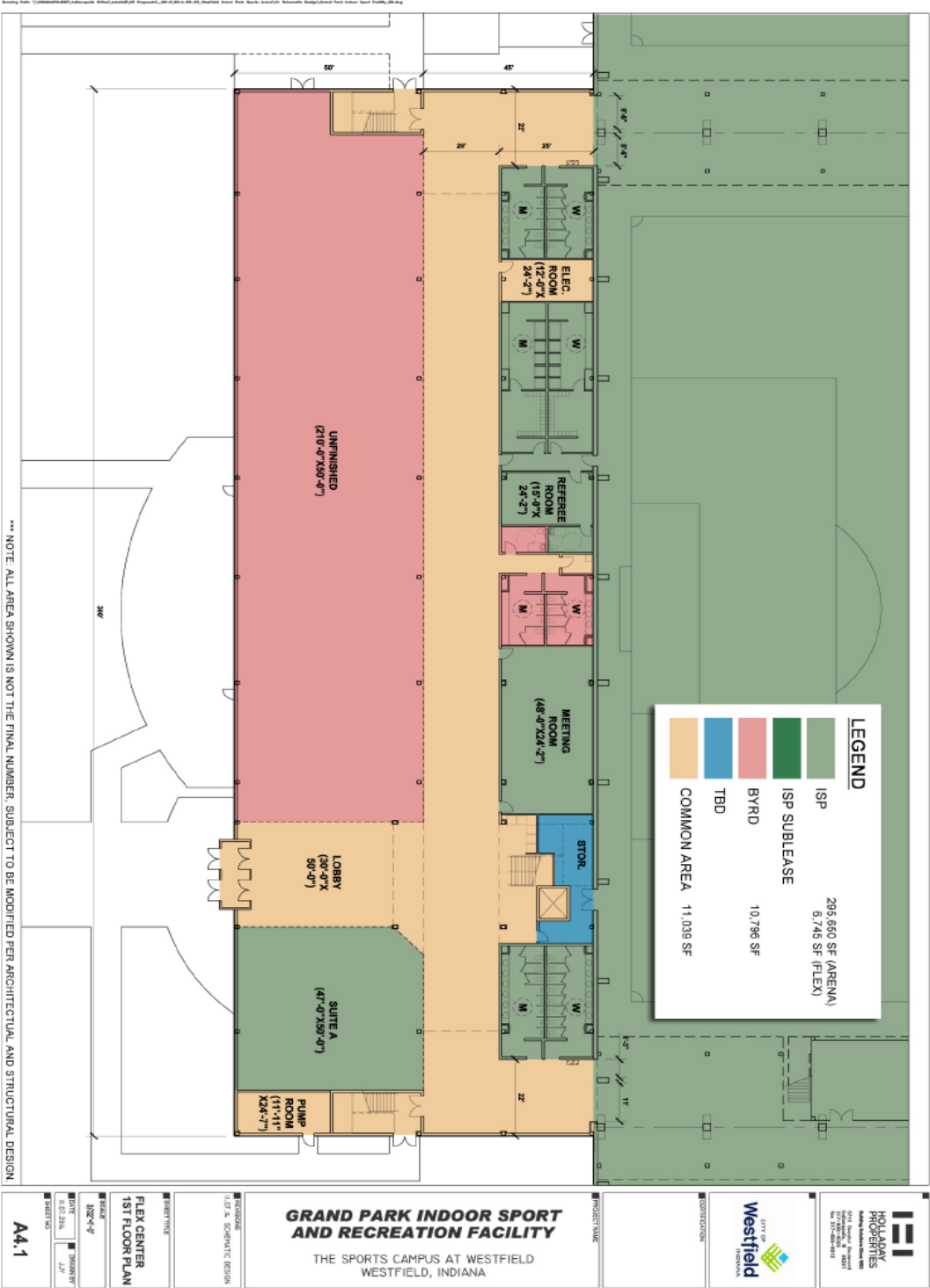


EXHIBIT C

Building Square Footage

Building Square Footage	Leased Premises
Fields	295,650 sf
Flex Center	
1st Floor – Restaurant	0 sf
1st Floor - Restaurant Restroom	0 sf
1st Floor – Office	1,920 sf
1st Floor - Storage / Staging	1,325 sf
1st Floor - Referee Room	375 sf
1st Floor - Fields Restrooms/Shower	2,836 sf
2nd Floor - Seating & Bar	0 sf
2nd Floor - Seating & Bar Restroom	0 sf
2nd Floor – Office	0 sf
2nd Floor - Multi-purpose- A	0 sf
2nd Floor - Multi-purpose- B	0 sf
2nd Floor - Office Restroom	0 sf
2nd Floor - Mezzanine Viewing Area	536 sf
2nd Floor - Mezzanine Restroom	660 sf
2nd Floor – Mezzanine	24,975 sf
1st Floor - Common Area	10,406 sf
2nd Floor - Common Area	4,761 sf
2nd Floor - Atrium (Common Area)	5,674 sf
Total Rentable Square Feet	349,118 sf
	92.41%

Building Square Footage		SECONDARY OFFICE
Fields		0 sf
Flex Center		
2nd Floor - Multi-purpose- A		3,780 sf
Total Rentable Square Feet		3,780 sf
		1.08%

EXHIBIT D

Rules and Regulations

Tenant agrees for itself, its employees, agents, clients, customers, invitees and guests, to comply with the following rules and regulations. Tenant agrees that Landlord may amend, modify or delete any of the following rules and regulations or add new and additional reasonable rules and regulations for the use and care of the Leased Premises, the parking and other Common Areas and all of the Facility. Tenant agrees to comply with all rules and regulations and upon notice to Tenant from Landlord any modifications thereto. The breach by Tenant of any of these rules and regulations or any subsequent modifications, amendments or additions shall constitute a default by Tenant under the terms of this Lease.

Tenant covenants and agrees with Landlord that:

[Insert any rules or regulations of the Facility]

EXHIBIT E

Grand Park Indoor Multi-Purpose Facility City of Westfield Revenue Share¹

Years 1-4		0%
Years 5-20	< \$100,000	0%
	\$100,000 - \$250,000	10%
	\$250,000 - \$400,000	15%
	>\$400,000	20%

¹Revenue to be shared is determined on a net/net basis under the following formula:

ISP indoor facility revenue – (ISP indoor
facility expenses + ISP escrow additions) =
net/net available for revenue share.

EXHIBIT F

Grand Park Indoor Multi-Purpose Facility Escrow Addition Schedule

Year 1	Net revenue not to exceed \$100,000
Year 2	Net revenue not to exceed \$150,000 plus shortfall, if any, for Year 1
Year 3	Net revenue not to exceed \$250,000 plus shortfall, if any, for Years 1 and 2
Year 4	Net revenue not to exceed shortfall for Years 1, 2 and 3

EXHIBIT G

Rent

for the Leased Premises:

<u>Period Following Commencement Date</u>	<u>Lease Year</u>	<u>Minimum Rent Payment</u>
Commencement Date - January 1 st , 2016	Year One	-0-
Rent Commencement - July 1 st , 2016		\$817,581.50
January 1 st , 2017 July 1 st , 2017	Year Two	\$817,581.50 \$817,581.50
January 1 st , 2018 July 1 st , 2018	Year Three	\$817,581.50 \$817,581.50
January 1 st , 2019 July 1 st , 2019	Year Four	\$817,581.50 \$817,581.50
January 1 st , 2020 July 1 st , 2020	Year Five	\$817,581.50 \$817,581.50
January 1 st , 2021 July 1 st , 2021	Year Six	\$817,581.50 \$817,581.50
January 1 st , 2022 July 1 st , 2022	Year Seven	\$817,581.50 \$817,581.50
January 1 st , 2023 July 1 st , 2023	Year Eight	\$817,581.50 \$817,581.50
January 1 st , 2024 July 1 st , 2024	Year Nine	\$817,581.50 \$817,581.50
January 1 st , 2025 July 1 st , 2025	Year Ten	\$817,581.50 \$817,581.50
December 31 st , 2025	Year Ten	\$817,581.50

for the Secondary Office Space (exclusive of the Leased Premises):

<u>Period Following Commencement Date</u>	<u>Lease Year</u>	<u>Minimum Rent Payment</u>
Commencement Date - January 1 st , 2016	Year One	-0-
Rent Commencement - July 1 st , 2016		\$22,759.00
January 1 st , 2017 July 1 st , 2017	Year Two	\$22,759.00 \$22,759.00
January 1 st , 2018 July 1 st , 2018	Year Three	\$22,759.00 \$22,759.00
January 1 st , 2019 July 1 st , 2019	Year Four	\$22,759.00 \$22,759.00
January 1 st , 2020 July 1 st , 2020	Year Five	\$22,759.00 \$22,759.00
January 1 st , 2021 July 1 st , 2021	Year Six	\$22,759.00 \$22,759.00

January 1 st , 2022	Year Seven	\$22,759.00
July 1 st , 2022		\$22,759.00
January 1 st , 2023	Year Eight	\$22,759.00
July 1 st , 2023		\$22,759.00
January 1 st , 2024	Year Nine	\$22,759.00
July 1 st , 2024		\$22,759.00
January 1 st , 2025	Year Ten	\$22,759.00
July 1 st , 2025		\$22,759.00
December 31 st , 2025	Year Ten	\$22,759.00