

**BOARD OF PUBLIC
WORKS & SAFETY
MEMBERS**

Randy Graham
Nick Barbknecht
Mayor Willis



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, November 20, 2024 at 1:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

MINUTES

Action Item #1:

- Approval of Minutes – October 23, 2024

CONTRACTS/AGREEMENTS

Action Item #2:

- DLZ Indiana, LLC & City of Westfield – 181st Street & Grand Park Boulevard Roundabout – Local Public Agency Consulting Contract

Action Item #3:

- Envoy Construction Services, LLC & City of Westfield – Public Private Agreement – Westfield Fire Station 84

Action Item #4:

- V3 Companies & City of Westfield - Contract Amendment #1 for Simon Moon Park Expansion, Phase Two

Action Item #5:

- H&N Outdoor Services, LLC & City of Westfield – Revised Low Profile Site Spreadsheet – 2025 Low Profile Maintenance Contract

Action Item #6:

- **City of Westfield - 2025 Personnel Policies, Procedures & Benefits Manual**

Action Item #7:

- **Conflict of Interest Disclosure Statement – Danielle Carey Tolan**

Action Item #8:

- **VS Engineering & City of Westfield – Roadway Improvements - Amendment #1**

Action Item #9:

- **Morphey Construction & City of Westfield – 161st & Spring Mill RAB, Trail Extension, & Pedestrian Bridge Over John Edwards Drain – Goods & Services Contract**

RESOLUTIONS

Action Item #10:

- **Resolution #24-153 – Declaring Certain Personal Property to be Surplus & Authorizing Sale or Transfer**

CONSENT AGENDA

Approval of 2025 BPWS Meeting Schedule

November Bond Information

DEPARTMENT REPORTS

Fire

Police

Public Works

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY October 23, 2024

The Westfield Board of Public Works and Safety met on October 23, 2024, in the main level media room at City Services. The board members present were Randy Graham, Mayor Willis, and Nick Barbknecht. Records Manager, Kim Strang (virtual), and City Attorney, Kaitlin Glazier, were in attendance.

Randy Graham called the meeting to order at 1:00 PM

AGENDA ITEMS

Action Item #1: Approval of Minutes from September 25, 2024

Randy Graham made a motion to approve the minutes as presented Nick Barbknecht seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACT AND AGREEMENTS

Action Item #2: Axon Enterprise, Inc. & Westfield Police Department-Special Purchase Agreement-WPD Equipment

Eric Grimes presented stating this is a 5-year contract for the purchase of patrol fleet cameras, body-worn cameras, tasers, software, training, evidence storage, services and support. The city received a discount through Axon Enterprises. The average annual discount is \$169,195.58 and a total contract discount of \$845,977.90.

Randy Graham made the motion to approve the agreement. Nick Barbknecht seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #3: Envoy Construction Services, LLC & City of Westfield-Public Private Agreement-Westfield Fire Station 84

Rob Gaylor stated this is a public private agreement with Envoy for the construction of Fire Station 84. The project is through a BOT (build, operate, transfer). Chief Gaylor communicated that the document is not complete yet and that the GMP Report was still being worked through. Randy Graham stated that he did not feel comfortable approving this when there was not any idea of what the guaranteed maximum price was going to be. Nick Barbknecht agreed with not approving this until the GMP was received.

Randy Graham made the motion to deny the agreement until the guaranteed maximum price was confirmed.

Per the advice of legal counsel, Randy Graham amended his motion to deny the agreement and Graham made the motion to remove this item from the agenda until the GMP was determined. Nick Barbknecht seconded the motion. Vote: Yes-3; No-0. Motion carried.

Action Item #4: Rundell Ernstberger and Associates & the City of Westfield-Professional Services Contract-Park Street Preliminary Design

Jenell Fairman presented the Professional Services Contract for Rundell Ernstberger to do the preliminary design and engineering of improvements to Park Street. The project will be funded under a bond recently approved by council for improvements to Park Street and to Simon Moon Park. Ms. Fairman conveyed she would be working with both the Parks Department and Public Works Department to create upgrades to Park Street to ensure utilities are buried, and storm water improvements are being taken care of. The end goal is to provide a more aesthetically pleasing and safer environment for pedestrians who are visiting the Park Street restaurants and can get to Grand Junction Plaza.

Randy Graham made the motion to approve the contract. Nick Barbknecht seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #5: Signing Authority- 151st Street and Towne Road Roundabout-Buckeye Reimbursement

Michael Pearce stated that this concerns the future roundabout project at 151st and Towne Road which is to begin in the spring of 2025. During the design process, and utility coordination, two pipelines were discovered that run through the intersection. The pipeline on the north side of the intersection, perpendicular to Towne Rd. is Buckeye. There is an 8-inch, high pressure gas main that is in a casing, (steel pipe that is around the existing high pressure gas line for protection). The casing ends on either side of the existing pavement and is not very wide. Buckeye has a requirement that a casing cannot end underneath the pavement in that location. The pipeline is within an easement so any relocation or removal of the casing is reimbursable by INDOT guidelines. Buckeye has provided a cost estimate, showing a high and low range, to remove the casing and realign the pipe under the roadway. The signing authority is for the high range (\$267,377) to ensure all costs are covered. The language in the agreement is being finalized and will be reviewed by legal counsel prior to signing.

Mr. Pearce relayed he had confirmed with INDOT due to the pipeline being within an easement, that the city is required to reimburse Buckeye. John Nail stated that he was working with INDOT to see if there was an additional grant opportunity to cover some of the costs.

Randy Graham made a motion to approve the Signing Authority on the reimbursement agreement with a not to exceed of \$267,377. Nick Barbknecht seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #6: United Consulting & City of Westfield-Monon Tunnel Design-Supplemental Agreement #1

John Nail stated that a contract with United Consulting was originally made in 2019 to start the design of the tunnel. In 2022 the council at that time directed Public Works to pause the project and stop paying for the design work. In January the city re-engaged United to continue the design for the project. Given the year and a half pause United is requiring a supplemental fee to continue. The original contract was for \$460,190 and with the supplemental fee of \$88,120, the total will be \$548,310. A portion of the additional costs are due to an increase in hourly rates, but the majority of supplemental costs are for the redesign of the retaining wall which will necessitate additional Geotech work and shop drawing review after the bids for the project are received. The project is on track for February letting.

Randy Graham made a motion to approve Supplemental Agreement #1.
Nick Barbknecht seconded. Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA

October Bond Information

Randy Graham amended his motion to approve the consent agenda. Nick Barbknecht seconded.
Vote: Yes-3; No-0. Motion carried.

DEPARTMENT REPORTS

Fire- Chief Gaylor

Police- Assistant Police Chief, Eric Grimes

Public Works- John Nail

Randy Graham made the motion to adjourn. Nick Barbknecht seconded.
Meeting adjourned at: 1:36

Deputy Clerk-Treasurer

Board of Public Works and Safety

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2024 ("Effective Date") by and between City of Westfield, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and DLZ Indiana, LLC ("the CONSULTANT"), a limited liability company organized under the laws of the State of Indiana.

Des. No.: N/A

Project Description: 181st Street and Grand Park Boulevard Roundabout

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2026. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 290,400.00.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Johnathon Nail, PE
City of Westfield, Indiana
2706 E 171ST Street, Westfield, IN 46074

Notices to the CONSULTANT shall be sent to:

Haseeb A. Ghumman, PE, PTOE
DLZ Indiana, LLC
138 N. Delaware Street, Indianapolis, IN 46204

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT**LOCAL PUBLIC AGENCY**


Signature

Laurie D. Johnson, PE
Vice President

(Print or type name and title)

Signature

(Print or type name and title)

Signature

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX “A”

SCOPE OF SERVICES

The CONSULTANT shall prepare Design Plans and Bid Documents for a single lane roundabout at 181st Street and Grand Park Boulevard intersection, thereby constituting the “Project”.

This scope of services entails detailed design of the Project. The design shall conform to the LPA’s Construction Standards and Specifications, latest version of the INDOT Specifications, Supplemental Specifications, Reoccurring Special Provisions, Standard Drawings and updates, American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, 2011; NCHRP Report 1043, Guide for Roundabouts; Indiana Manual on Uniform Traffic Control Devices (IMUTCD) 2011; AASHTO Guide for the Development of Bicycle Facilities. The design will consist of asphalt pavement for the Roundabout. The project is 100% locally funded, including design and construction.

A. PROJECT MANAGEMENT

The CONSULTANT shall provide Project Management services including the following:

1. The CONSULTANT shall manage the activities described in this Scope of Work among the project team members. The CONSULTANT’s project manager (PM) will be in charge of overall project management in addition to being the LPA’s direct link to the design team for issues concerning administration and technical execution. The PM will be responsible for coordinating the activities of all SUBCONSULTANTS and acting as liaison between CONSULTANT and any outside agencies and/or groups. The PM will also be responsible for maintaining schedule and budget.
2. The CONSULTANT shall coordinate and attend meetings with the LPA, as required, to facilitate the management of the project design elements. Meetings will be held to discuss technical issues requiring action by the LPA and other third parties. Meetings will be held with the LPA on an as-needed basis. CONSULTANT will prepare minutes of all such meetings and distribute them to all participants. This scope of work includes a maximum of six (6) project progress meetings.
3. The CONSULTANT shall also coordinate with the LPA’s Right of Way (R/W) Acquisition team and will attend meetings and provide information, as requested.

B. TOPOGRAPHIC SURVEY

1. Establish horizontal and vertical control throughout the project limits. Horizontal control will be based on the Indiana Coordinate System of 1983, East zone (NAD83). Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).
2. Provide approximately 2,000 lineal feet of topographic mapping within the limits indicated in **Attachment A**. The mapping will include features such as curbs, sidewalks, traffic poles, outline of landscape areas, outline of wooded areas, isolated trees over 6” in diameter, etc.
3. Locate and provide rim elevations for castings (manholes, catch basins and curb inlets) within the project limits, including those just beyond the curb line.
4. Detail sanitary and storm structures to determine invert elevations, flow direction, type and size of pipes.
5. Known subsurface utilities will be depicted based on the field survey of surface markings provided by Indiana Underground Plant Protection Service.
6. Create topographic base map from the survey data.
7. Right of way/property lines based on available field investigation and recorded subdivision plats, apparent right of way will be shown for any areas lying outside of a subdivision. Lot lines will be depicted per the recorded subdivision plats or GIS information.

C. LOCATION CONTROL ROUTE SURVEY

The CONSULTANT will prepare a Location Control Route Survey Plat for recordation in accordance with Title 865 I.A.C. 1-12 (Rule 12). This plat will provide the necessary alignment, section corner and other title information needed for the preparation of Right of Way Parcel Plats and Descriptions. The plat will display alignment monumentation and reference ties to those monuments as well as coordinate values for random control and alignment points. The CONSULTANT will record this plat in the County Recorder's Office.

D. ROUNABOUT DESIGN

The CONSULTANT will prepare a single lane roundabout concept prior to starting the detailed design of the roundabout. CONSULTANT will present the concept to the LPA and upon approval will proceed with the detailed design. The Project's design vehicle will be WB-40.

The proposed roundabout will be designed with sidewalks and/or multi-use paths, as specified by the LPA. Crosswalks and ADA compliant ramps will be designed for each leg (at entry and exit locations). The design shall feature concrete curbs with an enclosed storm sewer network to provide drainage from the pavement areas, discharging into the existing storm sewer system, perpetuating existing storm pattern. The storm will outfall into the existing drainage basin in the southwest quadrant of the intersection. It is assumed that the existing basin has sufficient capacity to accommodate any additional discharge from the roundabout project.

Pavement design for the Project shall not be performed and the CONSULTANT shall utilize the pavement section as provided by the LPA.

E. DESIGN SUBMITTALS

The CONSULTANT will submit the design plans to the LPA for review at the following stages:

1. Conceptual Roundabout layout for approval.
2. Preliminary Plans Submittal (Approx. 30% plans.)
3. Preliminary Field Check Submittal (Approx. 60% plans).
4. Final Plans Plan Submittal (Approx. 95% plans).
5. Final Tracings Submittal.

F. UTILITY COORDINATION

The CONSULTANT shall perform the utility coordination as follows:

1. Distribute plans, after design approval, with tentative project schedule to utility company requesting submittal of relocation plans with estimated relocation schedule.
2. Arrange for and attend One (1) Utility coordination meeting at the LPA's office.
3. Coordinate with the utilities, as necessary, to obtain reimbursable utility agreements where applicable.
4. Process work plans and review relocation plans to verify that all conflicts are resolved.
5. Distribute written "notice to proceed" with approved utility relocation plans to the appropriate district office.

G. LIGHTING DESIGN

The CONSULTANT will prepare the lighting plans based on 8 light configuration, as directed by the LPA, with lighting for pedestrian crosswalks. The following constitutes the scope of lighting services:

1. Perform lighting design as per the LPA's standards. The light fixture specification and types and to be provided by the LPA.
2. The CONSULTANT will develop lighting plans for the Roundabout included in the Project.
3. Coordinate with the electric company to determine proposed power service location.

H. MAINTENANCE OF TRAFFIC (MOT) DESIGN

The CONSULTANT shall prepare MOT design plans to a vehicular and pedestrian detour during construction. The CONSULTANT will prepare MOT layouts and will discuss with the LPA before finalizing the MOT design plans.

I. EROSION CONTROL PLAN & CSGP PERMIT

This Project is expected to disturb more than one (1) acre of land, therefore a CSGP Permit will be required. The CONSULTANT will analyze additional elements pertaining to storm water and impacts to Municipal Separate Storm Sewer Systems (MS4's). The CONSULTANT will analyze the pre-construction of stormwater pollution prevention for the project, and then assess both the construction component of stormwater pollution prevention and the post-construction component.

The CONSULTANT will address the storm water pollution prevention process early in the design and incorporate Stormwater Quality Units, more commonly known as 'Best Management Practices' (BMP's), into our design. The erosion control plans will be prepared.

J. HAMILTON COUNTY SURVEYOR'S PERMIT

The CONSULTANT shall coordinate with and provide required calculations and plans to the County Surveyor's office for the legal drain permit, as it relates to the Grassy Branch regulated drain in the southwest quadrant of the project location.

K. BIDDING PHASE SERVICES

The CONSULTANT will assemble the Bid Package including all specification, quantities and pay items for the Bid Documents. The LPA shall provide all upfront specification to be included in the Bid Document. If required, The CONSULTANT shall attend a Pre-Bid meeting and will also prepare One (1) Addenda and distribute to the known potential bidders. The CONSULTANT will also upload the final Construction Documents to Reprographix prior to the letting, and as directed by the LPA.

L. CONSTRUCTION PHASE SERVICES

Following the award of the project by the LPA, the CONSULTANT shall attend a Pre-Construction Meeting.

The CONSULTANT will meet at the project site with the LPA or Resident Project Engineer, as required and as directed by the LPA, to assist in matters that may arise during the construction of the project for the duration of construction.

The CONSULTANT will make services available to the LPA during the construction of the work for the interpretation of the plans where disagreement may arise, utility coordination during construction and for consultation during construction in the event unforeseen or unusual conditions arise.

Additionally, the CONSULTANT shall review or take other appropriate action upon the Contractor's submittals such as Working (shop) Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the LPA, Contractor or separate contractors, while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The CONSULTANT's review shall not constitute approval of safety precautions or, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the CONSULTANT's design services or certifications by a design related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the CONSULTANT, retained by the Contractor shall bear such CONSULTANT's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design.

L. ADDITIONAL SERVICES

If authorized in writing by the LPA through an executed supplemental agreement, the CONSULTANT shall furnish, or obtain from others, Additional Services of the types listed in the following paragraphs. These Additional Services will be paid for by the LPA for a mutually agreed additional fee at a later date, as requested by the LPA or as necessitated by the project. The additional services that may be performed are included, but not limited to, the following:

1. Traffic Data Collection and analyses.
2. Landscaping and Irrigation design.
3. Drainage detention basin and/or expansion of existing detention basins or off-site drainage design.
4. As-built drawings.
5. Any utility relocation design (including water and sanitary) and Subsurface Utility Engineering (SUE).
6. Attendance or preparation for any public meeting or presentations.
7. Any retaining wall design.
8. Roundabout renderings.
9. Geotechnical Investigation and pavement design.
10. Environmental Studies and red flag investigation.
11. Phase IA Environmental Site Assessments for hazardous materials sites.
12. Waters of the US report, wetland determination, delineation or wetland permitting and mitigation.
13. All activities and items associated with Right-of-Way Engineering, Staking and Acquisition.
14. Construction Inspection and/or observation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Any additional criteria for design and details for signs, roundabout, highway and structures such as grades, curves, sight distances, clearance, design loading, etc.
2. Any particular specifications and standard drawings applicable to the project.
3. Pavement section.
4. Geotechnical investigation, if applicable
5. The light fixture type and standards to be used for lighting design and light pole foundation.
6. Guarantee access to enter upon public and private lands as required for the CONSULTANT to perform work under this scope of services.
7. Right of Way engineering, staking and acquisition services.
8. Any drainage studies and design for Wheeler Landing drainage area.
9. Upfront specifications for the contract document/bid book.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

A detailed project schedule will be discussed with the LPA at the time of project kick-off meeting.

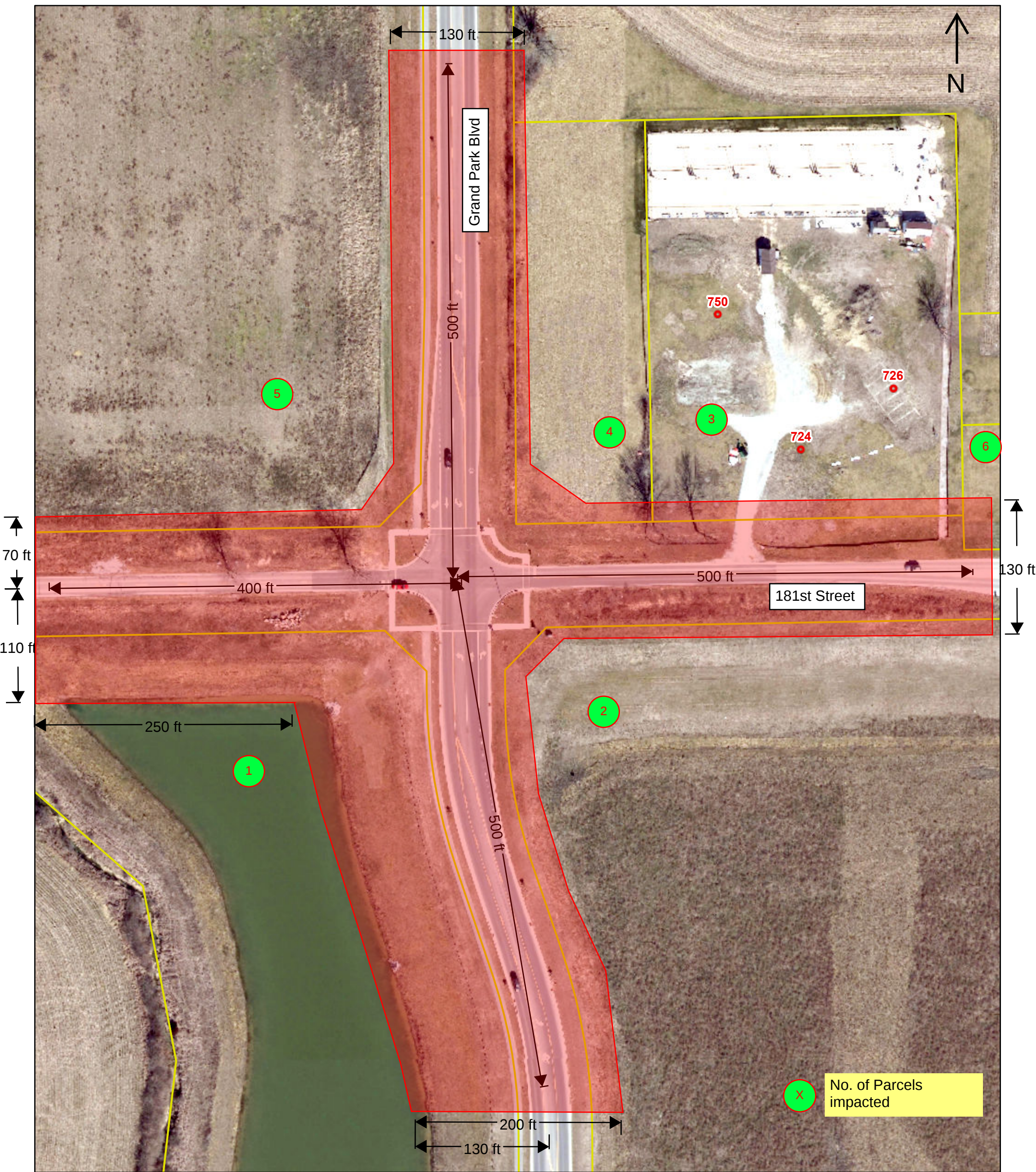
APPENDIX "D"**FEE FOR SERVICES**

In consideration for the above, the CONSULTANT will be compensated a Not to Exceed total fee of **\$290,400.00**. Lump Sum fees will be billed monthly based on an approximate percentage of the work completed. A breakdown of fee is presented as follows:

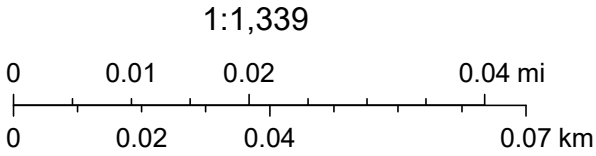
TASK DESCRIPTION	FEEs
Project Management	\$15,000.00
Topographic Survey	\$25,900.00
LCRSP	\$9,500.00
Roundabout Design	\$164,000.00
MOT (Detour)	\$7,400.00
Lighting Design	\$7,200.00
Utility Coordination	\$24,800.00
Erosion Control Plans & CSGP Permit	\$16,100.00
County Surveyor's Permit	\$6,000.00
Bid Phase Services, including pre-bid meeting and one addendum	\$4,500.00
SUBTOTAL (LUMPSUM)	\$280,400.00
Construction Phase Office Services (Hourly), as needed	\$10,000.00
TOTAL (Not to Exceed)	\$290,400.00

* For these services, the DLZ shall be compensated based on Hourly Rate and/or unit rates for the services performed in accordance with the rates presented in **Attachment B**.

Attachment A - Survey Limits



9/17/2024, 1:48:53 PM



Attachment B

DLZ Billing Rates

Bill Class Code	CLASSIFICATION	2024 AVERAGE HOURLY LABOR RATE	2024 AVERAGE HOURLY LABOR RATE TIMES OVERHEAD @	2024 AVERAGE HOURLY LABOR RATE + OH	2024 AVERAGE HOURLY LABOR RATE x PROFIT @	2024 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY @	2024 HOURLY BILLING RATE	2025 HOURLY BILLING RATE	2026 HOURLY BILLING RATE
			158.71%		15.00%	2.30%		3%	3%
001	Officer	\$ 112.60	\$ 178.71	\$ 291.31	\$ 43.70	\$ 2.59	\$ 337.59	\$ 347.72	\$ 358.15
002	Officer PT	\$ 87.75	\$ 139.27	\$ 227.02	\$ 34.05	\$ 2.02	\$ 263.09	\$ 270.98	\$ 279.11
003	Director	\$ 87.43	\$ 138.75	\$ 226.18	\$ 33.93	\$ 2.01	\$ 262.11	\$ 269.98	\$ 278.08
005	Division Manager	\$ 86.86	\$ 137.86	\$ 224.73	\$ 33.71	\$ 2.00	\$ 260.43	\$ 268.25	\$ 276.29
007	Department Manager	\$ 71.00	\$ 112.68	\$ 183.68	\$ 27.55	\$ 1.63	\$ 212.87	\$ 219.26	\$ 225.83
80	Senior Project Manager	\$ 70.90	\$ 112.53	\$ 183.43	\$ 27.51	\$ 1.63	\$ 212.57	\$ 218.95	\$ 225.52
041	Office Services Coord	\$ 33.30	\$ 52.85	\$ 86.15	\$ 12.92	\$ 0.77	\$ 99.84	\$ 102.83	\$ 105.92
042	Clerical II	\$ 20.45	\$ 32.46	\$ 52.91	\$ 7.94	\$ 0.47	\$ 61.31	\$ 63.15	\$ 65.05
043	Clerical I	\$ 19.38	\$ 30.75	\$ 50.13	\$ 7.52	\$ 0.45	\$ 58.09	\$ 59.83	\$ 61.63
102	Architect III	\$ 44.50	\$ 70.63	\$ 115.13	\$ 17.27	\$ 1.02	\$ 133.42	\$ 137.42	\$ 141.54
106	Architectural Associate I	\$ 32.50	\$ 51.58	\$ 84.08	\$ 12.61	\$ 0.75	\$ 97.44	\$ 100.36	\$ 103.37
107	Architectural Associate II	\$ 40.78	\$ 64.73	\$ 105.51	\$ 15.83	\$ 0.94	\$ 122.28	\$ 125.94	\$ 129.72
211	Structural Engineer III	\$ 47.00	\$ 74.59	\$ 121.59	\$ 18.24	\$ 1.08	\$ 140.91	\$ 145.14	\$ 149.50
212	Structural Engineer II	\$ 39.00	\$ 61.90	\$ 100.90	\$ 15.13	\$ 0.90	\$ 116.93	\$ 120.44	\$ 124.05
213	Structural Engineer I	\$ 36.92	\$ 58.59	\$ 95.51	\$ 14.33	\$ 0.85	\$ 110.68	\$ 114.00	\$ 117.42
216	Civil Engineer III	\$ 47.22	\$ 74.95	\$ 122.17	\$ 18.33	\$ 1.09	\$ 141.58	\$ 145.83	\$ 150.20
217	Civil Engineer II	\$ 40.99	\$ 65.05	\$ 106.04	\$ 15.91	\$ 0.94	\$ 122.89	\$ 126.57	\$ 130.37
218	Civil Engineer I	\$ 36.18	\$ 57.42	\$ 93.61	\$ 14.04	\$ 0.83	\$ 108.48	\$ 111.73	\$ 115.09
221	Construction Observer I	\$ 28.38	\$ 45.03	\$ 73.41	\$ 11.01	\$ 0.65	\$ 85.07	\$ 87.63	\$ 90.25
227	Mechanical Engineer III	\$ 48.25	\$ 76.58	\$ 124.83	\$ 18.72	\$ 1.11	\$ 144.66	\$ 149.00	\$ 153.47
228	Mechanical Engineer II	\$ 42.55	\$ 67.53	\$ 110.08	\$ 16.51	\$ 0.98	\$ 127.57	\$ 131.40	\$ 135.34
229	Mechanical Engineer I	\$ 37.83	\$ 60.05	\$ 97.88	\$ 14.68	\$ 0.87	\$ 113.43	\$ 116.83	\$ 120.34
231	Electrical Engineer III	\$ 57.88	\$ 91.85	\$ 149.73	\$ 22.46	\$ 1.33	\$ 173.52	\$ 178.72	\$ 184.09
232	Electrical Engineer II	\$ 46.35	\$ 73.56	\$ 119.91	\$ 17.99	\$ 1.07	\$ 138.96	\$ 143.13	\$ 147.43
233	Electrical Engineer I	\$ 43.55	\$ 69.12	\$ 112.67	\$ 16.90	\$ 1.00	\$ 130.57	\$ 134.49	\$ 138.52
246	Surveyor	\$ 44.75	\$ 71.02	\$ 115.77	\$ 17.37	\$ 1.03	\$ 134.17	\$ 138.19	\$ 142.34
247	Party Chief	\$ 42.80	\$ 67.93	\$ 110.73	\$ 16.61	\$ 0.98	\$ 128.32	\$ 132.17	\$ 136.14
256	Survey/Mapping Assistant	\$ 28.65	\$ 45.47	\$ 74.12	\$ 11.12	\$ 0.66	\$ 85.90	\$ 88.47	\$ 91.13
262	Environ Engineer I	\$ 37.00	\$ 58.72	\$ 95.72	\$ 14.36	\$ 0.85	\$ 110.93	\$ 114.26	\$ 117.69
264	Environ Scientist III	\$ 42.05	\$ 66.74	\$ 108.79	\$ 16.32	\$ 0.97	\$ 126.07	\$ 129.86	\$ 133.75
266	Environ Scientist I	\$ 32.60	\$ 51.74	\$ 84.34	\$ 12.65	\$ 0.75	\$ 97.74	\$ 100.67	\$ 103.69
856	Senior Project Manager PT	\$ 63.20	\$ 100.30	\$ 163.50	\$ 24.53	\$ 1.45	\$ 189.48	\$ 195.17	\$ 201.02
862	Structural Engineer III PT	\$ 49.00	\$ 77.77	\$ 126.77	\$ 19.02	\$ 1.13	\$ 146.91	\$ 151.32	\$ 155.86
863	Structural Engineer II PT	\$ 40.00	\$ 63.48	\$ 103.48	\$ 15.52	\$ 0.92	\$ 119.93	\$ 123.52	\$ 127.23
864	Civil Engineer II PT	\$ 43.00	\$ 68.25	\$ 111.25	\$ 16.69	\$ 0.99	\$ 128.92	\$ 132.79	\$ 136.77
866	Division Manager PT	\$ 67.80	\$ 107.61	\$ 175.41	\$ 26.31	\$ 1.56	\$ 203.28	\$ 209.37	\$ 215.66
889	Designer II PT	\$ 40.45	\$ 64.20	\$ 104.65	\$ 15.70	\$ 0.93	\$ 121.28	\$ 124.91	\$ 128.66
900	Designer III	\$ 51.20	\$ 81.26	\$ 132.46	\$ 19.87	\$ 1.18	\$ 153.51	\$ 158.11	\$ 162.85
901	Designer II	\$ 38.55	\$ 61.18	\$ 99.73	\$ 14.96	\$ 0.89	\$ 115.58	\$ 119.05	\$ 122.62
902	Designer I	\$ 28.15	\$ 44.68	\$ 72.83	\$ 10.92	\$ 0.65	\$ 84.40	\$ 86.93	\$ 89.54
906	Technician I	\$ 23.35	\$ 37.06	\$ 60.41	\$ 9.06	\$ 0.54	\$ 70.01	\$ 72.11	\$ 74.27
980	Intern (College)	\$ 22.53	\$ 35.75	\$ 58.28	\$ 8.74	\$ 0.52	\$ 67.54	\$ 69.57	\$ 71.66
A00	Structural Engineer IV	\$ 69.10	\$ 109.67	\$ 178.77	\$ 26.82	\$ 1.59	\$ 207.17	\$ 213.39	\$ 219.79
A10	Civil Engineer IV	\$ 57.75	\$ 91.66	\$ 149.41	\$ 22.41	\$ 1.33	\$ 173.14	\$ 178.34	\$ 183.69
A11	Civil Engineer V	\$ 68.83	\$ 109.23	\$ 178.06	\$ 26.71	\$ 1.58	\$ 206.35	\$ 212.54	\$ 218.92
A20	Mechanical Engineer IV	\$ 70.05	\$ 111.18	\$ 181.23	\$ 27.18	\$ 1.61	\$ 210.02	\$ 216.32	\$ 222.81
A60	Environ Geo/Scient IV	\$ 43.65	\$ 69.28	\$ 112.93	\$ 16.94	\$ 1.00	\$ 130.87	\$ 134.80	\$ 138.84
A70	Architect IV	\$ 53.65	\$ 85.15	\$ 138.80	\$ 20.82	\$ 1.23	\$ 160.85	\$ 165.68	\$ 170.65
A77	Landscape Arch I	\$ 34.60	\$ 54.91	\$ 89.51	\$ 13.43	\$ 0.80	\$ 103.74	\$ 106.85	\$ 110.05
A78	Landscape Arch II	\$ 37.55	\$ 59.60	\$ 97.15	\$ 14.57	\$ 0.86	\$ 112.58	\$ 115.96	\$ 119.44
B01	Surveyor III	\$ 50.35	\$ 79.91	\$ 130.26	\$ 19.54	\$ 1.16	\$ 150.96	\$ 155.49	\$ 160.15
B08	Project Manager I PT	\$ 61.08	\$ 96.95	\$ 158.03	\$ 23.70	\$ 1.40	\$ 183.14	\$ 188.63	\$ 194.29
B09	Project Manager I	\$ 59.17	\$ 93.91	\$ 153.07	\$ 22.96	\$ 1.36	\$ 177.39	\$ 182.72	\$ 188.20
B10	Project Manager II	\$ 66.53	\$ 105.58	\$ 172.11	\$ 25.82	\$ 1.53	\$ 199.45	\$ 205.44	\$ 211.60
B33	Right of Way Agent II	\$ 38.75	\$ 61.50	\$ 100.25	\$ 15.04	\$ 0.89	\$ 116.18	\$ 119.66	\$ 123.25
B48	Structural Engineer VI PT	\$ 63.30	\$ 100.46	\$ 163.76	\$ 24.56	\$ 1.46	\$ 189.78	\$ 195.48	\$ 201.34
B63	Project Manager II PT	\$ 66.65	\$ 105.78	\$ 172.43	\$ 25.86	\$ 1.53	\$ 199.83	\$ 205.82	\$ 212.00
C22	Construction Observer II	\$ 30.80	\$ 48.88	\$ 79.68	\$ 11.95	\$ 0.71	\$ 92.34	\$ 95.11	\$ 97.97
C26	Construction Observer IV	\$ 33.40	\$ 53.01	\$ 86.41	\$ 12.96	\$ 0.77	\$ 100.14	\$ 103.14	\$ 106.24
C28	Construction Observer V	\$ 47.50	\$ 75.39	\$ 122.89	\$ 18.43	\$ 1.09	\$ 142.41	\$ 146.69	\$ 151.09
C29	Construction Observer V PT	\$ 36.43	\$ 57.82	\$ 94.26	\$ 14.14	\$ 0.84	\$ 109.23	\$ 112.51	\$ 115.89
C30	Construction Obsvr Mgr II	\$ 46.15	\$ 73.24	\$ 119.39	\$ 17.91	\$ 1.06	\$ 138.37	\$ 142.52	\$ 146.79
C32	Construction Obsvr Mgr III	\$ 53.60	\$ 85.07	\$ 138.67	\$ 20.80	\$ 1.23	\$ 160.70	\$ 165.52	\$ 170.49
C34	Construction Obsvr Mgr IV	\$ 30.35	\$ 48.17	\$ 78.52	\$ 11.78	\$ 0.70	\$ 90.99	\$ 93.72	\$ 96.54
C36	Construction Obsvr Mgr V	\$ 55.78	\$ 88.52	\$ 144.30	\$ 21.64	\$ 1.28	\$ 167.22	\$ 172.24	\$ 177.41
C37	Construction Obsvr Mgr V PT	\$ 50.45	\$ 80.07	\$ 130.52	\$ 19.58	\$ 1.16	\$ 151.26	\$ 155.80	\$ 160.47

**PUBLIC PRIVATE AGREEMENT
(Westfield Fire Station 84 BOT)**

This Public Private Agreement (Westfield Fire Station 84 BOT) (the "Agreement") is executed this ____ day of _____, 2024 (the "Effective Date"), by and between Envoy Construction Services, LLC, an Indiana limited liability company (the "Developer"), and the City of Westfield, Indiana (the "City").

Recitals

WHEREAS, the City has adopted the necessary resolution to enable the City to procure projects via Indiana Code § 5 – 23 *et seq.* (the "Act");

WHEREAS, the Act grants the City the authority to enter into agreements with private entities for the planning, design, development, reconstruction, or repair of any public facility;

WHEREAS, pursuant to the Act, the City issued a Request for Proposals and Qualifications to Design, Build, Operate, and Transfer the Westfield Fire Station 84 Project Through a Public Private Agreement on December 26, 2023 (the "RFPQ");

WHEREAS, on January 18, 2024, the City received seven (7) responses to the RFPQ;

WHEREAS, after conducting a thorough analysis of all responses to the RFPQ, the City's evaluation committee (the "Committee") determined that the Developer's proposal met the selection criteria set forth in the RFPQ and recommended to the Board of Works that a public private agreement be awarded to Developer;

WHEREAS, as required by the Act, after receiving the recommendation of the Committee and after publishing notice on or before March 3, 2024, the Board of Works held a public hearing on March 13, 2024, at which it accepted the recommendation of the Committee and determined that the Developer should be designated as the preferred offeror for the final negotiation and execution of this Agreement;

WHEREAS, this Agreement, along with any Ancillary Agreements (as hereinafter defined), collectively constitute a public-private agreement as contemplated under the Act, and is hereby entered into in accordance with the Act and the provisions of the RFPQ;

WHEREAS, the City and the Developer desire to enter into this Agreement to formalize the terms and conditions upon which the Project shall be delivered.

Agreement

1. Defined Terms.

Acquisition Parcel shall mean the real estate to be acquired by Developer in accordance with Section 4 and which is identified as the "Acquisition Parcel" on Exhibit A.

Ancillary Agreements shall mean the agreements necessary to complete the Project, which may include but shall not be limited to, Development Easements and Disbursement Agreements.

Assessments shall mean all general and special governmental and utility assessments levied on, against, or with respect to the Project Site.

Available Funds shall mean the City funds to be used for the development, and construction of the Project.

BIM shall mean Building Information Modeling.

Bonds shall mean surety bonds provided on behalf of Developer for the construction of the Project, specifically: (a) a performance bond in the amount of 50% of the portion of the Project Budget for the construction of the Project; and (b) payment bond for 100% of the Project Budget; less any contingency, consulting, construction management, and/or developer fees, all as further set forth in the GMP Report. The Bonds shall be effective within 30 days of the respective Notice to Proceed.

Bond Termination Date shall mean the date by which the Project must be completed to satisfy the legal requirements of any municipal bonds issued by the City to provide the Available Funds for the Project, which date shall be December 31, 2025.

Books and Records shall mean all of the books and records pertaining to: (a) the acquisition of materials to construct, and the construction of, the Project in accordance with this Agreement and the Construction Contract, including, but not limited to, a summary of detailed estimates, including bid summary and bid tabulations, from all contractors and subcontractors as prepared by Developer in its reasonable discretion; and (b) the operating of the completed Project during the Operating Period.

Change Order shall mean a change order executed by Developer and City finalizing the inclusion into the Final Plans of a change proposed in a Change Order Request, which change has been approved; provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Developer.

Change Order Request shall mean a written request for a change to Final Plans, including any change directives or architect supplemental information from the City's architect.

Claims shall mean claims, judgments, damages, liabilities, injuries, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees).

Closing shall mean the date on which: (a) the City and Developer execute: (i) this Agreement; (ii) the GMP Report; and (iii) the Ancillary Documents; and (b) the Available Funds are available for disbursement pursuant to this Agreement and the Disbursement Agreement and/or the Trust Indenture, as the case may be. At the Closing, the Developer and City shall execute the Closing Documents.

Closing Date shall mean the date of the Closing.

Closing Documents shall mean the documents described in Section 7.

Commissioning shall mean the process by the City and its Commissioning Agent shall have the opportunity to inspect, test, and operate the Project and its systems.

Commissioning Agent shall mean the company or person selected by City, which may include City personnel, to assist it in performing the Commissioning.

Construction Commencement shall mean the date construction commences on the Project.

Construction Commencement Notice shall mean the written notice of the Construction Commencement provided by Developer to City.

Construction Contract shall mean the contract executed by and between Developer (or Developer's assignee under Section 20 of this Agreement) and General Contractor for construction of the Project in accordance with the Final Plans, the approved Project Budget, the GMP Report, and the terms and conditions of this Agreement.

Construction Drawings shall mean construction drawings consistent with the Design Development Documents and the Laws.

Construction Manager shall mean an employee of the Developer, its affiliate, or the General Contractor that shall fulfill the requirements of Section 5(b).

Construction Schedule shall mean a reasonably detailed schedule for construction of the Project, which shall cause such Project to be completed no later than the dates listed in the respective GMP Report and Construction Schedule.

Construction Trade shall mean any trade or other discrete aspect of construction of the Project.

Conveyance Documents shall mean: (a) a warranty deed for the Acquisition Parcel, subject to Permitted Exceptions; (b) a non-foreign affidavit; (c) a vendor's affidavit; and (d) if applicable, a sales disclosure form; all of which shall be in a form and substance reasonably satisfactory to Developer and City.

City Approvals shall mean the approvals required by City, its agencies, or its departments related to the design and construction of the Project, including but not limited to zoning approvals.

City Parcel shall mean the real estate owned by the City and identified as the "City Parcel" on Exhibit A.

Cure Period shall mean a period of 30 days after a party failing to perform or observe any term or condition of this Agreement to be performed or observed by it receives notice specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within 30 days, despite the exercise of reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for the defaulting party to remedy the failure, so long as the defaulting party: (a) commences to remedy the failure within the 30-day period; and (b) diligently pursues such remedy to completion.

Design Development Documents shall mean reasonably detailed design development drawings that are consistent with the Schematic Design Drawings and the Laws.

Development Easement shall mean the access and construction easement on the Project Site granted by City in favor of Developer for the purpose of constructing the Project.

Development Work shall mean the work to be performed by Developer in accordance with the terms of this Agreement.

Disbursing Agent shall mean the City, unless Developer and City expressly agree to identify another disbursing agent.

Disbursement Agreement shall mean, if required by the source of the Available Funds, an agreement executed by and between City and Developer that shall outline the process for approval and payment of Disbursement Requests.

Disbursement Request shall mean a written request by Developer for a disbursement of Available Funds, which request shall: (a) specify the total amount of Available Funds being requested; (b) include invoices to be paid (or amounts to be reimbursed to Developer) with the disbursed funds; and (c) include such supporting documentation as would be required for Developer to obtain a disbursement of construction loan proceeds (other than any supporting documentation: (i) specific to investment of Developer equity; or (ii) related to updating any policy of title insurance).

Documentation Costs shall mean all fees, costs, and expenses incurred by Developer in connection with drafting and negotiating: (a) this Agreement; and (b) any other documents contemplated by this Agreement to be executed in connection with the Project.

Due Diligence Schedule shall mean the schedule of due diligence items to be completed by Developer, which schedule is attached as Exhibit C.

Encumbrances shall mean any Liens, leases, mortgages, security interests, charges, judgments, judicial awards, attachment or encumbrance of any kind with respect to the Project.

Event of Default shall have the meaning set forth in Subsection 18(a).

E-Verify Program shall mean: (a) the program currently operated by the U.S. Department of Homeland Security that electronically confirms an individual's eligibility to work in the United States, authority for which is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, 110 Stat. 3009 (USC §1324a), as amended; or (b) any successor work authorization program designated by the U.S. Department of Homeland Security or such other federal agency as may be authorized to verify the work authorization status of newly-hired employees. The E-Verify Program is the "E-Verify Program" defined in Indiana Code § 22-5-1.7-3.

FF&E shall mean the fixtures, furniture, and equipment necessary to complete the construction, occupation, and use of the Project, all as further described on the FF&E Plan.

FF&E Plan shall mean the plan for the FF&E to be procured and paid for by City, and, if so specified in the GMP Report, installed within the Project by Developer. At the election of Developer and City, the FF&E Plan may be included within the GMP Report.

Final Documents and Drawings shall mean final Schematic Design Drawings, final Design Development Documents, final Construction Drawings, specifications and the final Construction Schedule, as each is finalized and approved or reviewed by City.

Final Observation shall mean an observation of the Project by City and its contractors and/or representatives after substantial completion thereof.

Final Plans shall mean the aggregated Final Documents and Drawings.

Final Project Budget shall mean the final Project Budget agreed to by Developer and City for the Project, as identified and outlined in the GMP Report.

Force Majeure shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services or labor; (iii) utility or energy shortages or acts or omissions of public utility provider; and (iv) government shutdowns, including but not limited to health epidemics or pandemics).

General Contractor shall mean the entity identified as the "General Contractor" in the GMP Report.

GMP Report shall mean a report provided by Developer to City for the purposes of identifying the Final Project Budget, including but not limited to the: (a) inclusions, exclusions, and qualifications not otherwise addressed in this Agreement; (b) the Final Project Budget; (c) allowances and contingencies, if any; and (d) list of plans and specifications; related to the Project.

In Balance shall mean that the total of Available Funds, as presented by Developer to City at City's request, shall equal or exceed (without duplication) the aggregate of: (a) the amount required to be paid as retainage to persons who have supplied labor, services, or materials to the Project, including without limitation, the General Contractor, architects and/or design professionals, and all subcontractors; (b) the amount required for any additional contingencies; and (c) the amount necessary to pay for all unpaid Project Costs incurred or to be incurred in the completion of the construction of the Project.

Incurred Costs shall mean the costs and expenses incurred by Developer in connection with complying with the terms and conditions hereof, including but not limited to: (a) the cost to develop and prepare the GMP Report; (b) costs and expenses related to preparation and improvement of the Project Site prior to execution of this Agreement, if any; (c) the Documentation Costs; (d) the costs incurred in determining whether the conditions set forth in Section 8 have been satisfied or waived; and (e) an amount not to exceed \$100,000.00 for overhead associated with preparing the GMP Report.

Instruments of Service shall mean representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Developer or its subcontractors, including, but not limited to studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials related to the construction of the Project.

IT Infrastructure shall mean the conduit, cables, equipment, routers, audio visual equipment, and other telecommunications infrastructure necessary to complete the construction and occupancy of the Final Plans consistent with the Construction Drawings.

Key Personnel shall mean the key members, including but not limited to the Project's executive, manager, and site superintendent, for the Project.

Latent Defect shall mean those material defects in the construction of the Project that: (a) are not discovered; and (b) reasonably are not discoverable; by City during a Permitted Observation or the Final Observation. For the avoidance of doubt, a Latent Defect shall not include any deficiency caused by any error, omission, or deficiency in the Final Plans.

Laws shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines; and (c) judicial orders, consents, and/or decrees.

Lien shall mean any and every lien against the Project or against any monies due or to become due from the City to Developer under this Agreement, for or on account of the Development Work, including but not limited to: (a) mechanics' liens; (b) materialmen's liens; (c) laborers' liens; (d) land surveyor's liens; and/or (e) lenders' liens.

Material Defect shall mean any item or component of the Project that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Plans and is not the subject of a Permitted Change or other approved Change Order; or (c) has not been constructed materially in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, a Material Defect shall not include any deficiency caused by any error, omission, or deficiency in the Final Plans.

Non-Compliance Notice shall mean a written notice from City that identifies Material Defects with respect to the Project discovered by City during a Permitted Observation or the Final Observation.

Nonconforming Work means Development Work which is not conforming to the terms of this Agreement or the Final Plans and for which City gives notice to Developer and an opportunity to cure in accordance with Section 12(b)(v) hereof. Damage or defect to the Development Work caused after the Transfer by abuse, alterations to the Project not performed by Developer or its subcontractors and/or vendors, improper or insufficient maintenance, improper operation, or normal wear and tear or normal usage that directly and materially contributes to such nonconformity shall not constitute Nonconforming Work. For the avoidance of doubt, Nonconforming Work shall not include any deficiency caused by any error, omission, or deficiency in the Final Plans.

Notice to Proceed shall mean the written notice, which form of notice may include electronic mail, from the City to the Developer in accordance with Section 10(f).

Observation shall mean a Permitted Observation or the Final Observation, as applicable.

Operating Period shall mean the period: (a) commencing on the Substantial Completion Date; and (b) ending on the earlier of the date: (i) that is 30 days after the Substantial Completion Date; or (b) that is specified in a written notice delivered by City to Developer; unless the City and Developer agree to a longer operating period by executing a separate operating agreement.

Owner's Representative shall mean a person or persons designated by City in writing to observe performance of the Development Work for the Project. If so designated, the Owner's Representative shall have the authority to act for and on behalf of City on all decisions required by City under this Agreement;

provided that the City shall provide Developer with written notice of such authorized person. Electronic mail communication shall satisfy the foregoing notice requirement. Owner's Representative shall be listed as an additionally insured by the Developer. In the event the City does not designate an Owner's Representative, the Board of Board of Works shall act for and on behalf of City under this Agreement and shall be considered the Owner's Representative.

Permitted Change shall mean any change proposed by Developer to the Final Plans of the Project, so long as such change: (a) is not inconsistent with the Schematic Design Drawings or Design Development Documents designed by the City's design team for the Project; (b) does not result in the Final Plans containing structurally flawed elements; (c) is in conformity with the Laws; (d) does not reduce the quality or the finish level of the Project; and (e) does not make it unlikely, impracticable, or impossible for Developer to complete the Project, or any component thereof, by the applicable date set forth in the approved Construction Schedule for the Project. Any Permitted Change shall be documented by Developer and available for City review and inspection in the same manner as the GMP Report was provided for City review.

Permitted Encumbrances shall mean, from time to time, any one or more of the following: (a) utility charges, taxes, rates, and assessments not yet delinquent or otherwise appealed; (b) any encumbrance arising out any judgment rendered which is being contested diligently and in good faith by Developer; (c) any encumbrance arising in the ordinary course of business imposed by law dealing with Liens, the validity of which is being contested diligently and in good faith by Developer and against which Developer has established appropriate reserves; (d) licenses, easements, encumbrances, restricts, or other rights-of-way which shall not in the aggregate materially and adversely impair the construction of the Project; (e) applicable zoning and building bylaws and ordinances, municipal bylaws and regulations, and restrictive covenants, which do not materially interfere with the construction of the Project; (f) encumbrances created on or before the Effective Date; (g) encumbrances created by a change in law on or after the Effective Date; (h) any encumbrance created by an act or omission of any governmental entity or with respect to which the City has given its consent; and (i) any encumbrance, including liens, created by an entity hired by the City to perform services under this Agreement.

Permitted Exceptions shall mean: (a) the lien of current real estate taxes and assessments, including all governmental assessments, not delinquent; and (b) any exceptions to the title reflected in the title commitment obtained by Developer and presented to City in accordance with the terms of Section 4(c) that City agrees in writing to accept or is deemed to have waived pursuant to the terms and conditions of this Agreement.

Permitted Observation shall mean an observation by City and/or Owner's Representative of any item or component of the Project when reasonably deemed to be necessary or appropriate by City, provided that City shall comply with all of Developer's security and safety requirements on the Project Site.

Plan Refinement Process shall mean the process set forth in Section 10 for completion of the Final Plans and the Project Budget.

Plan Schedule shall mean the schedule in accordance with which Developer shall prepare and provide to City the FF&E Plan, if any, and the Construction Schedule, inclusive of Developer and Owner contracted scopes and systems, which schedule shall be set forth in the GMP Report.

Project shall mean the design and construction of a fire station on the Project Site, along with all related appurtenances and improvements, as further described in the Reference Information Documents.

Project Approvals shall mean the approvals required by City, its agencies, or its departments related to the design and construction of the Project, including but not limited to plan commission approvals.

Project Budget shall mean the budget for the Project Costs, inclusive of all contingencies, as further described in the GMP Report.

Project Costs shall mean the fees, costs, and expenses to be incurred in connection with the Project, including but not limited to: (a) the Documentation Costs; (b) the costs incurred in connection with determining that all of the conditions set forth in Section 8 have been satisfied and/or will be waived by Developer and/or City; (c) the costs incurred in connection with the Closing (to the extent that such costs are not included in the Documentation Costs); (e) the cost to perform the Development Work in accordance with the terms and conditions of this Agreement; (f) contingencies in the amount approved within the Project Budget; (g) the developer fee in the amount approved within the Project Budget; (h) a construction management fee in the amount approved within the Project Budget; (i) the Project Site Acquisition Costs; and (j) any other obligations set forth in the Reference Information Documents, all as specified in the GMP Report.

Project Documents shall mean the: (a) Instruments of Service; and (b) BIM.

Project Funding shall mean, for the Project, the Available Funds approved for use to pay the Project Costs.

Project Savings shall mean the Project Budget less the actual Project Costs, to the extent Project Costs are less than the Project Budget. The determination of Project Savings, if any, shall be made upon the later to occur of: (a) the Transfer; or (b) the release of all held retainage, if any.

Project Site shall mean the real estate on which the Project is to be constructed, which shall be comprised of the City Parcel and the Acquisition Parcel, collectively, as further identified on Exhibit A.

Project Site Acquisition Costs shall mean the costs associated with the acquisition and disposition of the Acquisition Parcel, including but not limited to costs of: (a) documenting the Conveyance Documents; (b) performing the due diligence as set forth in the Due Diligence Schedule; (c) costs associated with the closing of the Acquisition Parcel, including but not limited to legal expenses and title expenses; (d) reasonable Developer overhead; and (e) interest carry related to the Acquisition Parcel purchase price, if any.

Purchase Agreement shall mean the Purchase Agreement for the purchase of the Acquisition Parcel, which Purchase Agreement shall ensure that the Acquisition Parcel may be acquired in accordance with the timing of the Construction Schedule.

Real Estate Taxes shall mean all real estate taxes that may be attached to a property tax bill in the same manner as real estate taxes, levied on, against, or with respect to the Project Site and/or the Project.

Reference Information Documents shall mean the collection of information, data, documents, and other materials that City has made available to Developer in connection with the Project for general or reference information only and without any warranty as to their accuracy, completeness, or fitness for any particular purpose, including but not limited to the: (a) RFPQ; and (b) Developer's submission, including all amendments thereto, to the RFPQ. For the avoidance of doubt, the Final Plans shall not be considered Reference Information Documents.

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for the construction of the Project.

RFPQ shall mean that certain Request for Proposals and Qualifications issued by the City on December 26, 2023.

Sales Tax Exemption Form shall mean Indiana Department of Revenue Form ST-105 (General Sales Tax Exemption Certificate), pursuant to which City shall represent that the acquisition of the materials to construct the Project is exempt from Indiana sales and use tax.

Schematic Design Drawings shall mean detailed schematic design drawings that are consistent with the Laws.

Site Information shall mean, with respect to the Project Site, copies of all reports and results of surveys, soil water and engineering tests, and other tests, inspections, examinations, studies, and investigations (including, without limitation, any existing Phase I Environmental Assessment and any other environmental reports) conducted by or for, or in the possession of, Developer as a result of Developer's performance of any due diligence on the Project Site.

Substantial Completion Date shall mean the date on which: (a) Developer delivers to City a copy of the certificate of substantial completion of the Project architect which indicates that the Project has been completed substantially in accordance with the Final Plans, subject to "punch-list" items to be identified in connection with the Final Observation, which "punch-list" items do not materially affect the use of the Project for its intended use; and (b) Developer delivers to City a copy of the certificate of occupancy issued by the jurisdiction having authority to issue such certificate of occupancy.

Transfer shall mean the conveyance of the Project by Developer to City in a form acceptable to City that transfers all Developer's rights in that Project to City or its designee free of all Liens and/or Encumbrances at: (a) the expiration of the Operating Period; or (b) upon termination of this Agreement in accordance with the terms and conditions of Section 22.

Trust Indenture shall mean a trust indenture executed by and between the City or its designee and the Trustee relative to the issuance of municipal bonds, if municipal bonds are the source of Available Funds for the Project.

Trustee shall mean the "Trustee" under the respective Trust Indenture.

Unauthorized Alien shall have the meaning set forth in 8 U.S.C § 1324a(h)(3).

Utility Services shall mean gas, electricity, telephone, water, storm and sanitary sewer, fiber and/or internet access, and other utility services.

2. General Obligations.

(a) Developer. Subject to the terms and conditions of this Agreement, Developer shall: (i) review the Final Plans and notify City of any deficiencies in such Final Plans identified by Developer; (ii) submit the GMP Report for approval; (iii) if applicable, accept the assignment of the Purchase Agreement and close on the acquisition of such Acquisition Parcel; (iv) enter into the Ancillary Documents; (v) perform the Development Work; (vi) construct the Project on the Project Site; (vii) operate the Project until the expiration of the Operating Period; (viii) upon the expiration of the Operating Period, execute the Transfer; and (ix) upon the Transfer, provide City with ownership and control over the Project Documents, to the extent that any such Project Documents exist.

(b) City. Subject to the terms and conditions of this Agreement, City shall: (i) complete the Final Plans and design the Project; (ii) approve or reject the GMP Report in accordance with the terms of Section 10; (iii) if applicable, assign the Purchase Agreement to Developer; (iv) enter into the Ancillary Agreements; (v) take such action as necessary or reasonably appropriate to provide for the City Approvals; (vi) upon Closing, obtain and make available the Project Funding; and (vii) upon the end of the Operating Period, execute the Transfer.

(c) Cost of Performance. All obligations undertaken by each party shall be performed at the cost of the party undertaking the obligation or responsibility, unless the other party has explicitly agreed herein to bear all or a portion of the cost either directly, by reimbursement to the other party, or through a Change Order. For the avoidance of doubt, City shall be wholly responsible for the cost of preparing the Final Plans and any revisions thereto.

(d) Utility Availability. City, at its cost and expense, shall ensure that there are Utility Services in adjoining public rights-of-way or properly granted and recorded utility easements that serve the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction

and use of the Project in accordance with the terms and conditions of this Agreement, including, without limitation, that City, at its cost and expense, shall make any improvements outside the Project Site that are necessary for City to satisfy the foregoing obligation with respect to Utility Services. Developer shall notify City of any known deficiency in the Utility Services serving any Project Site prior to providing the Final Project Budget.

(e) Required Permit and Project Approvals Fees. City shall, where possible to reduce the potential fee assessed, complete an application as the "Owner" of the Project for the Required Permits, the City Approvals, and/or Project Approvals.

(f) Project In Balance. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that the Project at all times shall be In Balance relative to the Final Budget and Available Funds. Developer agrees that if for any reason the Project is not In Balance, Developer shall immediately make available, upon request of City, cash or other funds in an amount that will place that Project In Balance, which funds shall remain available for that Project until the substantial completion thereof.

(g) Project Savings. Project Savings shall be shared equally as between City and Developer e, as shall be specified in the GMP Report. Developer shall provide City with a log of all contractor buyouts along with all subcontract agreements and other supporting documentation as City may reasonably require. Buyout savings, calculated by subtracting actual subcontracted amounts from budgeted subcontracted amounts, shall be allocated as contingency to be utilized in accordance with Section 2(i), below, and the GMP Report shall reflect the same. Developer shall remit City's portion of the Project Savings to City in presently available funds within thirty (30) days of determination of the amount of Project Savings to be allocated to City.

(h) Use of Allowances. Use of allowances must be authorized by the City or Owner's Representative in writing prior to billing against those budget items. All unused allowances shall be remitted to City in full.

(i) Use of Contingency. Developer shall keep a log of all spending of contingency funds and supporting documentation of the same, including invoices, canceled checks, lien waivers, and such other documentation as the City may reasonably request, which shall be shared with City at its request. Developer shall send City written notice (which, notice provided via email to the Owner's Representative shall be considered adequate notice for the purposes of this Section) of any expenditure of contingency funds in excess of \$25,000.

3. Term. This Agreement shall be effective as of the Effective Date and shall continue until the earlier to occur of: (a) termination of this Agreement by either party pursuant to its terms and conditions; or (b) the Transfer of the Project.

4. Acquisition Parcel.

(a) Purchase Agreement. If the City elects to have the Developer acquire the Acquisition Parcel, then the City shall assign the Purchase Agreement to Developer, provided that City shall remain responsible for the payment of all obligations assigned to Developer that are not reimbursed to Developer by City. For the avoidance of doubt, City shall reimburse Developer for all costs and expenses incurred by Developer in acquiring the Acquisition Parcel, including but not limited to any costs and expenses associated with indemnification of the seller of the Acquisition Parcel.

(b) Due Diligence. Developer shall perform the due diligence actions included within the Due Diligence Schedule for the Acquisition Site. If City requests that Developer perform additional due diligence items, City shall request such items consistent with the procedures for a Change Order outlined in Section 11(b). The cost and expense of such additional due diligence items (including but not limited to the interest carry, financing fees, legal fees, and earnest money) shall be paid by City as Project Costs.

(c) Permitted Exceptions. Not less than 30 days prior to closing on the Acquisition Parcel, Developer shall provide City with a list of Permitted Exceptions. Not less than 10 days from submission of the Permitted Exceptions by Developer, City shall provide a written objection to any of the identified Permitted Exceptions, if any, to Developer. To the extent possible, Developer shall either: (i) have such exception removed; or (ii) notify City if such exception cannot be removed, in which case City shall elect to accept such exception or order Developer to not close on the Acquisition Parcel. City's failure to respond to a list of identified Permitted Exceptions within the timeframe required by this Section shall cause Developer to deem City has accepted such Permitted Exceptions.

(d) Closing. Developer shall close on the Acquisition Parcel in accordance with the terms of the Purchase Agreement, unless otherwise notified by City in accordance with this Section. After accepting assignment of the Purchase Agreement, Developer shall be entitled to claim the costs of acquisition and related costs as incurred Project Costs in a Disbursement Request prior to closing on the Acquisition Parcel. Developer shall have no obligation to close on the Acquisition Parcel unless provided with the costs of acquisition in advance by City, unless otherwise mutually agreed by the Parties.

(e) Transfer. Developer shall transfer the Acquisition Parcel to City upon the Transfer by warranty deed, subject to the Permitted Exceptions as established in Section 4(c). City and Developer shall be responsible for executing all Conveyance Documents as necessary to complete the conveyance of the Acquisition Parcel to City.

(f) Environmental Liability. City agrees to indemnify Developer against any environmental liability assumed by virtue of its ownership of the Acquisition Parcel. The provisions of this Section shall survive the termination of this Agreement.

5. Development Work.

(a) Staffing Requirements. All persons engaged by Developer for Development Work shall have requisite skills for the tasks assigned. Developer shall employ or engage and compensate consultants to perform all services required for the Development Work. All firms and personnel performing Development Work, including the General Contractor, subcontractor firms, and other personnel, shall meet the licensing and certification requirements imposed by applicable Laws.

(b) Construction Manager. Developer shall designate a Construction Manager, who shall be present on the Project Site when the Developer is performing the Development Work as necessary to ensure the complete and accurate development of the Project. The Construction Manager shall, among other things, attend all meetings with the City relative to the development of the Project.

(c) Compliance with Laws.

(i) Compliance Obligations. Developer shall perform the Development Work in compliance with all applicable Laws and shall cause the General Contractor and its subcontractors to comply with the Laws.

(ii) Governmental Approvals. Developer shall make all filings, applications, and reports necessary to be made to obtain and maintain all governmental approvals required for the performance of the Development Work (except for those governmental approvals that are the responsibility of the City as specified herein) and shall comply with the terms of such governmental approvals.

(iii) Registration, Licensing, and Certification Requirements. Developer shall ensure that all persons performing the Development Work, including each General

Contractor and all subcontractors, comply with all registration, licensing, and certification requirements imposed by the Laws.

(d) Right of Entry. On or after the Effective Date and pursuant to the terms of the Development Easement, Developer and its authorized subcontractors shall have the right and a non-exclusive license to enter on the Project Site, and other lands as may be specified in writing by the City and that are owned by or in possession and control of the City or subject to a right of entry or access in favor of the City, for the purpose of carrying out Developer's obligations under this Agreement. The Development Easement may be subject to interim limits on activities as directed by the City; provided that, such interim limits may not restrict Developer's ability to complete the Project in accordance with the Construction Schedule. Absent agreement by the parties to a later date, the Development Easement for the Project shall automatically terminate upon the earlier to occur of: (i) the respective Substantial Completion Date; or (ii) at the end of the Term.

(e) Developer Control of Development Work; No City Responsibility. Developer shall have total control of the Development Work and shall effectively direct and supervise the Developer Work so that it is undertaken in compliance with the terms of this Agreement. Developer shall have the sole and exclusive responsibility and liability for the construction and operation of the Project during the Term. Nothing in this Agreement shall be interpreted as giving any responsibility for the Development Work to the City or its advisors, except for responsibility for the design and the Final Plans. The City may, at its cost, retain an Owner's Representative or advisors prior to and during the period of the Development Work to consult with and advise the City, but the City's advisors shall have no authority to render decisions for or otherwise bind the City. City may, via written notice to Developer, delegate its decision-making authority to its Owner's Representative for a respective Project or a series of Projects. City may share with its advisors all information which the City receives and/or develops with respect to the Project and the City's advisors may, at the request or direction of the City, attend all meetings related to the development, and construction of the Project to which the City has the right to be present. City's advisors shall be retained solely for the benefit of the City and the City's advisors do not owe any duty or responsibility to the Developer. The City's decision to retain advisors shall in no manner change, affect, limit, or otherwise diminish the duties and responsibilities of the Developer as established in this Agreement.

(f) Materials, Labor, and Services. Developer shall furnish all necessary labor, materials equipment, supplies, tools, scaffolding, transportation, utilities, insurance, temporary facilities and utilities, completed structures, assemblies, fabrications, acquisitions installations, testing, and things and services of every kind whatsoever necessary for the full performance and completion of the Developer's construction and commissioning of the Project during the Term. The materials, machinery, structures, improvements, and equipment to be furnished as part of the Development Work shall be new, of recent manufacture, and of good quality.

(g) Standards of Workmanship and Materials. Where this Agreement does not specify any explicitly quality or standard for construction material or workmanship, the Developer shall use only workmanship and new materials of a quality consistent with that of construction workmanship and those methods, means, techniques, standards, and practices, which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good practice in the delivery of public or institutional facilities serving purposes similar to the Project.

(h) Quality Assurance and Quality Control. The Developer shall have the full responsibility for quality assurance quality control of the Development Work.

(i) Laydown Areas. Laydown and staging areas for construction materials shall be as approved in the GMP Report. Developer shall bear all responsibility for arranging and, if necessary, paying for the laydown and staging areas indicated in the GMP Report, unless otherwise provided within the GMP Report. If required, Developer shall also provide construction office space at its own cost and expense. If at any time during the Developer's work on the Project Site the City should

require that Developer's laydown and staging areas be relocated, City shall bear all responsibility for arranging and, if necessary, paying for the new laydown and staging area and the relocation of materials thereto.

(j) **Maintenance and Security of the Project Site.** During performance of the Development Work, the Developer shall be responsible for the overall maintenance and security of the Project Site. The Developer shall keep the Project Site neat and orderly at all times, and shall clean up and remove all rubbish and construction debris from the Project Site as they accumulate.

(k) **Title and Risk of Loss.** Title to the structures, improvements, fixtures, machinery, equipment, and materials constituting the Project shall pass to the City upon incorporation into the Project, free and clear of all Liens as provided in this Agreement. The Developer shall bear all risk of loss concerning the Development Work during the term of the Development Work, regardless of the extent to which the loss was insured or the availability of insurance proceeds.

(l) **Encumbrances.** The Developer shall not directly or indirectly, without the City's consent, create or permit to be created or to remain, and shall promptly discharge or bond over any Encumbrance arising on the Project, the Project Site, or the Development Work, other than the Permitted Encumbrances, arising out of the Developer's construction of the Project. To the extent permitted by the Laws, the Developer waives any right or claim to any Lien or Encumbrance upon the Project or the Project Site that may exist under the Laws or in equity for failure of the City to pay amounts due to the Developer.

(m) **BIM.** If requested by City, and to the extent used by City during the design of the Project, Developer shall use BIM for the Project, or portions thereof, as mutually agreed by the parties. City and Developer shall agree on the appropriate protocols and terms and conditions applicable to the use of BIM on the Project. City shall work collaboratively with Developer to provide existing data and information, if any, required to integrate existing facilities or the new design into the BIM model. Upon transfer of ownership of the BIM to the City, Developer shall have full access to and right to use the BIM, until such time as City and Developer may mutually agree otherwise.

(n) **Information Technology Work.** Developer shall be responsible for the procurement and installation of all IT Infrastructure necessary to construct and equip the Project in accordance with the GMP Report.

(o) **FF&E.** Consistent with the approved FF&E Plan, Developer shall be responsible for coordination of the installation of any City-furnished FF&E in accordance with the GMP Report.

(p) **Commissioning.** During the period between substantial completion of the Project and the Transfer, Developer shall: (a) coordinate the Commissioning of the Project with City and its Commissioning Agent; (b) provide all relevant documents, including any results of any Commissioning Tests; and (c) promptly address all issues identified by City and its Commissioning Agent during such process.

6. Closing. The Closing shall occur contemporaneously with execution of this Agreement. At Closing, the Available Funds (less any amount thereof to be disbursed at Closing) shall be available for disbursement in accordance with the terms and conditions of this Agreement and the Trust Indenture or the Disbursement Agreement, as the case may be.

7. Closing Documents. At each Closing, the documents and instruments set forth in this Section shall be executed and/or delivered, including:

(a) the Ancillary Agreements;

(b) a confirmation by each of Developer and City of the applicable representations and warranties set forth in Section 9;

(c) an affidavit affirming that Developer: (i) is enrolled in the E-Verify Program; (ii) is participating in the E-Verify Program; and (iii) does not knowingly employ, or contract with, any Unauthorized Aliens;

(d) copies of such resolutions, consents, authorizations, and other evidence as either party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of Developer or City, as the case may be; and (ii) the execution and delivery of such documents, and the performance by Developer or City of its obligations hereunder and under the foregoing documents, have been authorized by Developer or City, as the case may be; and

(e) such other customary documents and instruments as either party reasonably may request in connection with each Closing.

8. Conditions.

(a) Mutual. Unless waived in writing by both of Developer and City prior to each Closing, the obligation of each of Developer and City to proceed to each Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) City and Developer have agreed on the form and substance of the Closing Documents.

(ii) Developer has obtained, or Developer and City are satisfied that Developer will be able to obtain, all Required Permits, Project Approvals, and City Approvals.

(ii) Developer shall have submitted to City, and City shall have approved, the GMP Report and related materials.

(iii) City has obtained all necessary approvals for, and has determined that it will be able to sell any instruments required for, the availability of the Available Funds, including, but not limited to, legislative approval.

(iv) Developer is enrolled in the E-Verify Program.

(b) Developer. In addition to the conditions set forth in Subsection 8(a), the obligation of Developer to proceed to Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) Developer has determined that no test, inspection, examination, study, investigation, or title search of or with respect to the Project Site establishes that there are conditions that would interfere with, or prohibit, the construction of the Project, including but not limited to environmental or geotechnical conditions, in accordance with the terms and conditions of this Agreement.

(ii) There is no continuing breach by City of this Agreement, and all of the representations and warranties of City set forth in Section 9 are true and accurate in all respects.

(c) City. In addition to the conditions set forth in Subsection 8(a), and except to the extent waived by City prior to the Closing, the obligation of City to proceed to the Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) There is no continuing breach by Developer of this Agreement.

(ii) All of the representations and warranties of Developer set forth in Section 8 are true and accurate in all respects.

(d) Condition Failure. If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, the applicable party either may elect to: (a) waive satisfaction of the conditions and proceed to Closing; or (b) terminate this Agreement, as it relates to that respective Project, by a written notice to the other party; provided that, with respect to breaches of this Agreement by a party, the other party shall have the rights and remedies set forth in Section 13. Notwithstanding anything to the contrary set forth herein, Developer and City shall work diligently and in good faith to satisfy the conditions set forth in this Section. If City terminates this Agreement prior to Closing, the City shall pay the Developer the Incurred Costs.

9. Representations and Warranties.

(a) City. City represents and warrants that: (i) it is a public body organized and existing under the laws of the State of Indiana; (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iv) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder; and (v) this Agreement, once executed, is its legal, valid, and binding obligation.

(b) Developer. Developer represents and warrants that: (i) it is a limited liability company organized and existing under the laws of the State of Indiana; (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iv) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder; (v) this Agreement, once executed, is its legal, valid, and binding obligation; (vi) there is no legal proceeding in process, pending, or overtly threatened or publicly announced, that could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement; (vii) the Developer has carefully reviewed the whole of this Agreement and all Laws and as taken all steps it considers reasonably necessary to satisfy itself that nothing contained herein inhibits or prevents the Developer from developing the Project in accordance with this Agreement; (viii) it is in compliance in all material respects with the Laws applicable to Developer's business and services.

(c) Continuing Accuracy of Developer Representations. During the Term, the Developer shall not take any action, or omit to perform any act, that results in a representation and warranty made in this Section 9 becoming untrue. Developer shall promptly notify the City if any such representation and warranty becomes untrue.

10. Plan Refinement Process.

(a) Final Plans. Upon completion of the Final Documents and Drawings, the aggregated Final Documents and Drawings shall constitute the complete Final Plans, subject to modification by Change Orders. All references herein to the Final Plans shall be deemed to be references to the Final Documents and Drawings, until such time as all of the Final Documents and Drawings are completed; provided that, when all of the Final Documents and Drawings are completed, all references herein to the Final Plans shall be deemed to be references to the Final Plans, as modified by Change Orders.

(b) Refinement. Upon completion of the Final Documents and Drawings, Developer shall review and evaluate the same and provide comments and recommendations related to cost, constructability, and schedule. The Developer shall notify City of any identified deficiencies related to construction of the Project in accordance with the Final Documents and Drawings.

(c) Budget/Costs. The Project Budget for the Project shall be approved by the City within the GMP Report. Upon completion of its estimation of the final Project Costs, Developer shall submit the GMP Report to City. If approved by City, the GMP Report shall be attached to this Agreement by addendum or amendment. If rejected by City, Developer shall have the opportunity to resubmit the GMP Report or terminate this Agreement. Upon termination by Developer or rejection of the GMP Report by City, City shall pay the Incurred Costs to Developer within thirty (30) days thereof.

(d) The Project Budget shall be the Final Project Budget for the Project, subject to modifications by Change Orders. Final approval of the Project Budget by City shall be evidenced by issuance of the Notice to Proceed and execution of an amendment or addendum to this Agreement with the GMP Report.

(e) Notwithstanding any other provision of this Agreement, the Project Budget shall not include any costs related to the mitigation or remediation of invasive species, environmental or geotechnical conditions existing on, in, or at the Project Site prior to the commencement of construction by Developer, unless such funds related to unforeseen invasive species, environmental or geotechnical conditions have been released by City to Developer. In the event that Developer identifies any potential invasive species, environmental or geotechnical issues at the Project Site, Developer shall: (A) immediately cease construction activity; and (B) provide written notice to City of such condition. City shall, within 30 days of such written notice, commence remediation of such condition, unless otherwise negotiated by the parties. The cost of such remediation shall be at the sole expense of the City, unless otherwise negotiated by the parties. The Substantial Completion Date for such Project shall be extended on a day for day basis for every day construction is delayed by City remediation activity, unless otherwise negotiated by the parties. If directed by City, Developer shall include an owner's contingency in the Project Budget for cure of geotechnical conditions, including, but not limited to, unsuitable soils.

(f) Sales Tax.

(i) As soon as reasonably is practicable, Developer shall submit the Construction Contract for the Project to City for its review.

(ii) Promptly after receipt of the Construction Contract, City shall deliver the Sales Tax Exemption Form to Developer at the notice address set forth in the Construction Contract.

(iii) Upon any assessment, or threatened assessment, of Indiana sales and/or use tax in connection with the purchase of any materials to construct, install, and/or complete the Project, Developer promptly shall notify City in writing. From and after receipt of the foregoing notice, City shall provide such cooperation, information, and assistance as Developer and/or its contractor reasonably shall request.

(iv) City shall indemnify and hold harmless Developer and the members, directors, officers, and employees of Developer, from and against any and all Claims arising from, or connected with: (A) the charging of Indiana sales and/or use tax in connection with the purchase of all or any portion of the materials incorporated into the Project; and/or (B) any interest and penalties assessed by the Indiana Department of Revenue with respect to the non-payment or late payment of Indiana sales and/or use tax in connection with the purchase of all or any portion of the materials to construct, install, and/or complete the Project; including, without limitation, reasonable attorneys' fees and court costs. City shall not be responsible for the charging of any tax related to Developer's failure to: (A) apply for an exemption from Indiana sales and/or use tax; (B) comply with the obligations of a party claiming the exemption; or (C) cooperate with any audit or

investigation of the Indiana Department of Revenue regarding the sales tax exemption used as part of this Project. The obligations of City under this clause shall survive the termination of this Agreement.

(g) Documents. Developer shall maintain: (a) at the Project Site all design and construction documents, including a complete set of record drawings; and (b) electronic access to all such documents through FTP or other project share site reasonably acceptable to City. These documents shall be available to the City for reference, copying, and use, and a complete set of such documents shall be delivered to the City upon completion of the Development Work for the Project.

(h) Ownership of Design. All Final Plans, having been performed and prepared by City, shall remain the property of City.

11. Change Orders.

(a) Non-Design Developer Changes. If Developer desires to make any changes to the Final Plans that are not due to a gap or missing element of scope of design within the Final Plans, then Developer shall submit a Change Order Request to City for review and approval, together with an estimate of any increases or decreases to the approved Project Budget that would result from the change proposed in the Change Order Request. Within ten days after City receives the Change Order Request, City shall deliver to Developer written notice that it approves or rejects the Change Order Request; provided that: (i) City shall not withhold its approval unreasonably; (ii) it shall not be unreasonable for City to reject a Change Order Request if the change proposed in the Change Order Request would result in an increase in the Project Budget; and (iii) if City approves a Change Order Request for a change that would result in an increase in the Project Budget, then, notwithstanding anything to the contrary set forth herein, the amount of such increase shall be paid by City: (A) as such costs are incurred; or (B) in such a manner that the payment does not cause Developer or the Project Budget to incur any additional cost or fail to be In Balance; provided that, in no event shall Developer have any obligations with respect to the payment of the amount of such increase. If City rejects all or any part of the Change Order Request, then such notice shall: (i) specify the part or parts that City is rejecting; and (ii) include the specific basis for such rejection. If City approves a Change Order Request, then Developer and City shall execute a Change Order.

(b) City Changes.

(i) If City desires to make any changes to the Final Plans, then City shall submit a Change Order Request to Developer for review and approval. Within five business days after Developer receives the Change Order Request, Developer shall deliver to City written notice stating whether the change proposed in the Change Order Request would result in an increase in the respective Project Budget; provided that, if the proposed change would result in an increase, then such notice also shall include an estimate of the amount of the increase.

(i) If the foregoing notice states that the change proposed in the Change Order Request would not result in an increase in the respective Project Budget, then, within five business days after delivery of such notice, Developer shall deliver to City written notice that it approves or rejects the Change Order Request; provided that Developer shall not withhold its approval unreasonably.

(iii) If the foregoing notice states that the change proposed in the Change Order Request would result in an increase in the Project Budget, then: (A) such notice also shall include an estimate of the amount of the increase; (B) within five business days after receipt of such notice, City shall provide written notice to Developer as to whether City would like to withdraw the Change Order Request. If City does not elect to withdraw the Change Order Request, then, within five

additional business days, Developer shall deliver to City written notice that it approves or rejects the Change Order Request; provided that Developer shall not withhold its approval unreasonably.

(iv) If Developer approves a Change Order Request, then Developer and City shall execute a Change Order. If the approved Change Order Request is for a change that will result in an increase in the Project Budget, then, notwithstanding anything to the contrary set forth herein, the increase in the Project Budget shall be paid by City in accordance with Section 11(a); provided that, in no event shall Developer have any obligations with respect to the payment of the amount of such increase.

(v) If Developer rejects all or any part of the Change Order Request, then such notice shall: (A) specify the part or parts that Developer is rejecting; and (B) include the specific basis for such rejection.

(vi) Notwithstanding any other provision of this Section, the Developer may pre-approve the cost of certain City Change Order Requests, by including reference and the proposed amount of such Change Order Request within the GMP Report. For the avoidance of doubt, City shall have the right to exercise any Change Order Request without further approval of Developer at the cost included within the GMP Report upon such Change Order being expressly referenced within the GMP Report.

(c) Permitted Change. Notwithstanding anything to the contrary set forth herein: (i) Developer shall not be required to obtain the approval of City with respect to a Permitted Change; and (ii) a Change Order with respect to a Permitted Change shall be effective if executed only by Developer.

(d) Design Caused Changes. Because the Final Plans have been prepared by the City rather than the Developer, the City shall have the risk and sole responsibility of the cost and expense of any changes to the Final Plans and/or the Final Project Budget that are required due solely to an error, omission, or deficiency in the scope of the design of the Final Plans. If, following City's acceptance of the GMP Report, Developer identifies an error, omission, or deficiency with the Final Plans that would require a change in the Final Project Budget, Developer shall provide the City with a written notice of the proposed change via Change Order Request. If the proposed change is necessary to bring the Project into compliance with the Laws in City's reasonable discretion, the City shall be required to approve such Change Order Request within 10 days of its receipt thereof and the amount of the increase to the Final Project Budget shall be paid by the City. If the proposed change is not necessary to bring the Project into compliance with the Laws, the City may approve or reject the Change Order Request, provided that, if: (i) the Change Order Request is approved, the City shall be responsible for the cost of such increase; or (ii) if the Change Order Request is denied, the City shall release Developer from any Claims arising solely due to the proposed change not being made.

12. Construction.

(a) Permits. Prior to commencing construction of the Project, Developer shall obtain and submit to City for its review the Required Permits.

(b) Construction. Developer shall construct the Project: (i) in a good and workmanlike manner; (ii) in accordance with the Final Plans (as modified by any Change Orders) and the terms and conditions of this Agreement; (iii) in compliance with the Laws and the Required Permits; (iv) and provide the City with a warranty that: (A) the materials and equipment furnished will be of good quality and new unless the Final Plans require or permit otherwise; and (B) the Project has been constructed in compliance with the Final Plans; (v) provide the City with as-built plans and to the extent granted to Developer, grant to City a license to use such as-built plan in the use, occupancy,

operation, maintenance, repair, alterations, and additions to the Project; and (vi) provide the City with an assurance that the Developer will, for a period of one (1) year from the date of the issuance of the certificate of occupancy on the Development Work for the Project, correct any Nonconforming Work after receipt of notice from the City to do so, unless the City has previously given Developer written acceptance of such Nonconforming Work, provided a Latent Defect shall not have been deemed accepted unless such Latent Defect is expressly identified in such written acceptance. If the City fails to: (i) notify the Developer of alleged Nonconforming Work with the one-year period; and (ii) provide the Developer a reasonable period of time to correct the Nonconforming Work; then City waives the right to require correction of the Nonconforming Work by the Developer and waives the right to make a claim for breach of the Developer's obligations under this section of the Agreement. If the Developer fails to correct Nonconforming Work within a reasonable time during that period after receipt of notice from the City, the City may: (i) correct the Nonconforming Work; and (ii) submit an invoice for reimbursement of the costs associated with such cure of the Nonconforming Work, which shall be paid by Developer within thirty (30) days of submission thereof. Notwithstanding any provision contained herein, restrictions on the length of warranties shall only apply to labor and/or workmanship. Developer acknowledges that it shall assign to City the respective manufacturer's warranties, without limitation to time period. The provisions of this Section shall survive termination of this Agreement.

(c) Safety and Security. Developer shall maintain safety at the Project Site during the term and security at the Project Site during the period of the Development Work at a level consistent with the standards for such similar projects in the immediate geographic area. Without limiting the foregoing, Developer shall:

- (i) take all necessary precautions for the safety and security of the Development Work and provide all necessary protection to prevent damage, injury, or loss caused by trespass, negligence, vandalism, malicious mischief, or any other course related to the Development Work for: (A) workers at and visitors to the Project Site; (B) passersby, neighbors, and adjacent properties; and (C) materials and equipment under the care, custody, or control of Developer or its subcontractors on the Project Site;
- (ii) establish and enforce all necessary safeguards for safety and protections, including posting danger signs and other warnings against hazards;
- (iii) implement a comprehensive safety program in accordance with the Laws;
- (iv) give all notices and comply with the Laws relating to the safety of persons or property or their protection from damage, injury, or loss;
- (v) operate and maintain all equipment in a manner consistent with the manufacturer's safety requirements;
- (vi) provide for safe and orderly vehicular movements;

(d) Operation. Developer shall operate the completed Project during the Operating Period; provided that City shall be responsible for the direct payment of all costs and expenses incurred in connection with such operation and Developer shall have no obligation to make any payment related to the operation of the Project during the Operating Period.

(e) Records. Developer shall keep and maintain true, correct, accurate, and complete Books and Records. All Books and Records shall be kept and maintained in accordance with generally accepted accounting principles consistently applied. City and its attorneys, accountants, representatives, architects, engineers, and consultants at all reasonable times shall have: (i) free access to, and rights of inspection of, the Books and Records; and (ii) the right to audit, make extracts from, and receive from Developer originals or accurate copies of, the Books and Records.

Nothing contained in this Section 12(e) shall be construed as making the Books and Records public records under the applicable Laws.

(f) Bonds. As of the Effective Date and until the Project has: (i) received its certificate of occupancy; and (ii) Developer has demonstrated that all outstanding payments have been made to subcontractors performing work and those persons or entities providing labor, materials and services for the Project, subject to amounts withheld in dispute or in retainage, to the sole satisfaction of the City; the Bonds for that Project shall be in effect. Upon compliance with the terms of this Section, Developer shall have the right to automatically terminate the Bonds without further approval required. Notwithstanding the obligation of the Developer to provide the Bonds as provided for in this Agreement, the Developer also has an affirmative obligation to timely pay any and all subcontractors, suppliers, laborers, and service and to take all other action necessary to prevent the filing of Liens on the Project Site.

(g) Warranties of Development Work. Developer shall, for the protection of the City, obtain from the General Contractor and all subcontractors, vendors, suppliers, and other persons from which Developer procures structures, improvement, fixtures, machinery, equipment, and materials to be incorporated in to the Project such warranties and guarantees as are normally provided with respect thereto, each of which shall be assigned to the City from and after the expiration of the Term to the full extent of the terms thereof. No such warranty shall relieve Developer of any obligation hereunder, and no failure of any warranted or guaranteed structures, improvements, fixtures, machinery, equipment, or materials or a failure or refusal of a contractor or supplier to honor its warranty obligations shall be the cause for any increase in the Final Project Budget Costs or excuse any non-performance of the Development Work unless such failure is related to a breach of this Agreement by City.

(h) Unauthorized Aliens. Developer: (i) shall verify the work eligibility status of all newly-hired employees through the E-Verify Program; and (ii) shall not: (A) knowingly employ, or contract with, an Unauthorized Alien; or (B) retain an employee, or contract with a person, that Developer learns is an Unauthorized Alien. To the extent required by Indiana Code § 22-5-1.7, Developer shall require its contractor and each subcontractor to certify to Developer that, at the time of certification, the contractor or such subcontractor: (i) does not knowingly employ, or contract with, any Unauthorized Aliens; and (ii) has enrolled, and is participating, in the E-Verify Program. Developer shall maintain such certifications on file until the construction contract or the applicable subcontract expires or is terminated.

(i) No Discrimination. Developer shall not discriminate against any employee or applicant for employment because of race, sexual orientation, gender or gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status. Developer agrees to, or cause its contractor or its subcontractors to: (i) post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this Subsection; and (ii) state, in all solicitations or advertisements for employees placed or published by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, sexual orientation, gender or gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status.

13. Observation.

(a) Observation. Upon reasonable written notice delivered to Developer, which notice shall specify the portion of the construction to be observed, City may perform a Permitted Observation. If applicable after a Permitted Observation, City shall deliver a Non-Compliance Notice to Developer.

(b) Final Observation. Developer shall deliver to City a written request for the Final Observation of the Project at least five business days prior to the respective Substantial Completion Date. On or before the later of the date that is five business days after: (i) receipt by City of such

request; or (ii) the respective Substantial Completion Date; City shall: (i) conduct the Final Observation; and (ii) deliver to Developer, if applicable, a Non-Compliance Notice. Upon: (i) correction of all Material Defects identified in the Non-Compliance Notice; or (ii) deemed acceptance pursuant to Subsection 13(c); City shall have no further inspection rights pursuant to this Agreement with respect to the Project. Within five business days after City conducts the Final Observation, Developer and City shall identify the "punch-list" items. Developer shall complete all "punch-list" items within 60 days after the "punch-list" items are identified.

(c) Non-Compliance. If City delivers to Developer a Non-Compliance Notice following an Observation in accordance with this Section or after deemed acceptance as provided for in Section 12(b), then Developer shall correct, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. All items or components of the Project with respect to which: (i) an Observation is conducted; and (ii) no Material Defects are identified in a timely Non-Compliance Notice; shall be deemed to be accepted by City.

(d) Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by City pursuant to this Section shall be applicable with respect to any Latent Defects.

(e) General.

(i) In connection with any Observation pursuant to this Section, City shall: (A) comply with all health and safety rules of which City has been informed that have been established for personnel present on the construction site; and (B) coordinate the observations so that the observations do not interfere with the performance of construction. Developer shall have the right to accompany, and/or have its construction manager accompany, City during any Observation.

(ii) An acceptance, or deemed acceptance, by City pursuant to this Section shall not mean that City has accepted, or Developer has been relieved of, responsibility for: (A) compliance with the Laws; (B) the proper application of construction means or methods; or (C) correcting any portion of the Project if it later is determined that such portion is inconsistent with the as-built plans as described in Section 11(b) or proper completion of a subsequent portion of the Project.

(iii) Performance of an Observation by City shall not relieve Developer of its obligations to obtain all inspections required by the Laws.

14. Disbursements.

(a) Requests. Upon the receipt from the Developer of a Disbursement Request with respect to the respective Project Costs (including the required accompanying documents and in the form attached hereto as Exhibit D), City shall request that the Disbursement Agent or the Trustee, as the case may be, disburse a corresponding amount of Available Funds to parties identified in the Disbursement Request pursuant to the terms and conditions of the Disbursement Agreement and/or the Trust Indenture, as the case may be, which may include the Developer if: (i) the Developer has previously paid costs identified in the Disbursement Request; or (ii) the Developer is owed fees, other expenses, or unused contingency pursuant to the respective Project Budget; provided that, no disbursement shall be made while there is a continuing Event of Default by Developer that is occurring beyond the applicable cure period.

(b) Frequency. City shall not be required to disburse Available Funds more frequently than monthly, or as otherwise required under the Disbursement Agreement or the Trust Indenture, as the case may be.

15. Insurance.

(a) Insurance Policies. During construction of the Project and terminating upon the Substantial Completion Date, Developer shall maintain the policies of insurance, including but not limited to Builder's Risk, General Commercial Liability, and Workers Compensation, reflected on the certificate attached hereto as Exhibit B. Each such policy shall be written by a company reasonably acceptable to City, and Developer shall provide notice of any intended modification to, or cancellation of, such policy to City at least 30 days in advance. The policies of insurance required by this Section to be maintained by Developer shall name City as an additional insured. Developer shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

(b) Risk of Loss. If any Project Site, or any part thereof, is: (a) damaged or destroyed by fire or other casualty; or (b) taken by condemnation; then City may apply the proceeds or any insurance policy or condemnation award to the Final Project Budget.

16. Key Personnel.

(a) Key Personnel Identified. Developer shall make commercially reasonable efforts to retain, employ, and utilize the individuals specifically identified in the Reference Information Documents and/or the GMP Report to fill the corresponding positions listed therein for the Project. Key Personnel for the Project shall include any individuals set forth as such in the Reference Information Documents and/or GMP Report. Developer shall not change or substitute such individuals except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved by the City pursuant to Subsection 16(b).

(b) Replacement. Developer shall provide notice to the City of any proposed replacement for any Key Personnel positions. The City shall have the right to review the qualifications and character of each individual to be appointed to a key personnel position (including, personnel employee by contracts to fill any such position) and to state any basis for disapproving Developer's use of such individual in such position prior to the commencement of any services by such individual.

(c) Commitment to Project. Developer shall cause each individual filling a Key Personnel position to dedicate the full amount of time necessary for the proper prosecution and performance of the Development Work. Developer shall commit each of the Key Personnel identified in the GMP Report such as to reasonably ensure that all such individuals shall be able to fulfill their respective duties on the Project.

17. Transfer. Upon the: (a) expiration of the Operating Period; or (b) a termination of this Agreement pursuant to Section 22; Developer and City shall execute the Transfer. At the Transfer, the following documents and instruments shall be executed and delivered:

(a) any documents reasonably required by City to evidence the conveyance of the Project, including the Acquisition Parcel, to the City or its designee;

(b) the Conveyance Documents;

(c) a confirmation by each of Developer and City of the applicable representations and warranties set forth in Section 8;

(d) "as-built" drawings, in the form of marked-up drawings maintained by Developer or its subcontractors showing significant or material changes or deviations made from the respective Final Plans during construction. Developer shall compile a set of final drawings, incorporating the "as-built" information from the "as-built" drawings provided to it. City shall be entitled to assume the information provided on the "as-built" drawings to be reliable and to accurately reflect the actual, as-built conditions of the Development Work so depicted;

(e) copies of such resolutions, consents, authorizations, and other evidence as either party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of Developer or City, as the case may be; and (ii) the execution and delivery of such documents, and the performance by Developer or City of its obligations hereunder and under the foregoing documents, have been authorized by Developer or City, as the case may be; and

(f) such other customary documents and instruments as either party reasonably may request in connection with the Transfer.

18. Default.

(a) **Events of Default.** It shall be an "Event of Default" if either party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money, if such failure is not cured within ten days after such payment is due; and (ii) with respect to any other obligation, if such failure is not cured within the Cure Period.

(b) **Remedies.** Whenever an Event of Default occurs, the non-defaulting party may take such actions at law or in equity as are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement (including, without limitation, reasonable attorneys' fees and court costs), then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses (including, without limitation, reasonable attorneys' fees and court costs), together with interest at the rate of 10% per annum.

(c) **No Remedy Exclusive.** No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Section or by the Laws.

(d) **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

(e) **No Special, Consideration, or Punitive Damages.** In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other party any special, incidental, consequential, punitive, or similar losses or damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or any representation made in this Agreement being materially incorrect, whether such claims are based upon contract, tort, negligence, warranty, or any other legal theory. This Section shall not limit the recovery of any such losses or damages under Section 19 (Mutual Indemnification) in respect of claims by third parties.

(f) Failure to Meet Schedule. If Developer does not obtain substantial completion of the Project by the Bond Termination Date, and subject to Force Majeure, such failure shall constitute an Event of Default, with such Event of Default continuing each day until the respective Project is substantially complete. Developer acknowledges that failure to reach substantial completion by such date will have a material impact on the City. For the purposes of this Subsection (f), "substantially complete" shall mean the issuance of a certificate of substantial completion by the Project architect which indicates that the Project has been substantially completed in accordance with the Final Plans (as such Final Plans have been amended by Change Orders), subject to "punch-list" items to be identified in connection with the Final Observation, which "punch-list" items do not materially affect the use of the Project for its intended use.

19. Mutual Indemnification.

(a) Developer. Developer shall indemnify and hold harmless City and its representatives, agents, and assigns from and against any and all Claims arising from or connected with: (i) mechanics' liens filed against the Project or the Project Site for work performed by Developer or any party acting by, under, through, or on behalf of Developer; (ii) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iv) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; or (v) the breach by Developer of any term or condition of this Agreement, including but not limited to the failure of Developer to timely pay subcontractors, suppliers, laborers and service providers.

(b) City. City shall indemnify and hold harmless Developer from and against any and all Claims arising from or connected with: (i) the negligence or willful misconduct of City or any party acting by, under, through, or on behalf of City; or (ii) the breach by City of any term or condition of this Agreement.

Notwithstanding anything to the contrary set forth herein, the obligations of the parties under this Section shall survive the termination of this Agreement.

20. Assignment. Neither City nor Developer shall assign this Agreement without the prior written consent of the other party, provided that: (a) without the prior written approval of Developer, City may assign this Agreement to another agency or instrumentality of the City that is legally able to perform the obligations of the City hereunder; and (b) without the prior written approval of City, Developer may assign this Agreement to any entity in which the principals of the Developer hold a controlling interest. Notwithstanding any assignment permitted under this Section, Developer or City, as the case may, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release Developer or City, as the case may be, from such performance.

21. Notice. Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Developer at 8890 East 116th Street, Suite 250, Fishers, Indiana 46038, Attn: John Barbee, with a copy to: Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana 46204, Attn: Adam W. Collins, and to City at 2728 East 171st Street, Westfield, IN 46074, Attn: Board of Works, with a copy to Taft Stettinius & Hollister, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204, Attn: Cameron G. Starnes. Either party may change its address for notice from time to time by delivering notice to the other party as provided above.

22. Termination. If this Agreement terminates pursuant to the terms and conditions of this Agreement, Developer shall: (a) assign to City its right, title, and interest in and to the materials obtained by it in

connection with the due diligence undertaken by Developer, if any, which rights, title, and interest shall not prohibit City from using the materials in connection with the construction of the Project; and (b) in accordance with the terms and conditions of this Agreement, cause and complete the Transfer; within 10 days of notice of such termination. Developer shall only have the obligation to complete the Transfer and execute the documents associated with the Transfer upon payment of all outstanding Project Costs by City. In the event that this Agreement is terminated prior to the approval of the GMP Report, or the GMP Report is not approved by the City, the City shall pay Developer the Incurred Costs within thirty (30) days of such termination or rejection of the GMP Report.

23. Authority. Each undersigned person executing this Agreement on behalf of Developer and City represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of Developer and City, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by Developer and City, respectively.

24. Force Majeure. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For the avoidance of doubt, if Developer is unable to close on the Acquisition Parcel by the date set forth in the approved Plan Schedule included within the GMP Report due to Force Majeure (including City's acts or omissions), Developer shall be entitled to schedule and cost relief for all delays and cost increases caused by such failure to close.

25. Taxes. City shall be solely responsible for, and shall pay and discharge when due all taxes, assessments, and other governmental charges that are lawfully imposed upon the Project Site, the Project, or any party thereof.

26. Reference Information Documents.

(a) The City has provided and disclosed to the Developer the Reference Information Documents. The Reference Information Documents are provided only for the purposes of disclosure.

(b) The City shall not be responsible or liable in any respect for any causes of action, claims, or losses whatsoever suffered by the Developer or any person performing on its behalf by reason of any use of information, opinions, or recommendations contained in, any conclusions the Developer may draw from, or any action or forbearance in reliance on, the Reference Information Documents, except to the extent that information in the Reference Information Documents is expressly made the basis for any schedule or monetary relief available hereunder.

(c) The City does not represent, warranty, or guarantee the accuracy, completeness, or fitness of and the Developer is not entitled to rely upon a presumption that: (i) the Reference Information Documents comply with, or are otherwise in conformity with, the requirements of this Agreement, any necessary governmental approvals, or the Laws.

27. Non-Discrimination. In accordance with Indiana Code § 22-9-11-10, the Developer shall not discriminate against any employee or applicant available for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, and conditions or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, or ancestry.

28. Dealings with Iran. In accordance with Indiana Code § 5-22-16.5, by executing this Agreement, Developer certifies that Developer is not engaged in investment activities with Iran.

29. Debarment and Suspension.

(a) Developer certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for the purposes of this Section means an officer, director, owner, partner, key employee, or other person with primary or supervisory responsibility, or a person who has a critical influence or substantive control over the operations of the Developer.

(b) Developer certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from the use of a suspended or debarred subcontractor. Developer shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate Developer's contractual relationship with the subcontractor for work to be performed under this Agreement.

30. Ownership of Project. The Project shall be owned by the City at all times. Developer shall not have any legal, equitable, or other ownership interest in any Project.

31. Relationship of the Parties. Developer is an independent contractor of the City and the relationship between the parties shall be limited to performance of this Agreement in accordance with its terms. Neither party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by the other party. Nothing in this Agreement shall be deemed to constitute either party a partner, agent, or legal representative of the other party. No liability or benefits, such as worker compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract employee as a result of this Agreement or the performance thereof.

32. Developer Assumption of Risk. Except to the extent expressly allocated to the City or otherwise provided for under this Agreement, all risks, costs, and expenses in relation to the performance by the Developer of the obligations under this Agreement are allocated to, and accepted by, Developer as its entire and exclusive responsibility. Because the City has completed the design and the Final Plans, Developer shall not have any responsibility under this Section or Agreement for the Final Plans or for the cost associated with any error, omission, or deficiency included within the Final Plans. City acknowledges that its completion of the design and the Final Plans causes it to assume such responsibility and cost, rather than Developer, and agrees to promptly address all errors, omissions, and deficiencies in accordance with the provisions of Section 11 of this Agreement.

33. Actions of the City in its Governmental Capacity. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the City (or any department or agency thereof) under the Laws in their governmental capacity.

34. Wages. Nothing in this Agreement shall require Davis Bacon or prevailing wages, unless otherwise expressly included within an approved Project Development Proposal.

35. Tariffs/Impositions/Trade Restrictions. Any tariffs, impositions, or trade restrictions on materials or equipment that result in a material price escalation and that are not in place at the time of the GMP Report being approved shall cause a Force Majeure event, which Force Majeure event shall last the duration of that the tariff, imposition, or trade restriction causes a material price escalation on such materials or equipment.

36. Bonding. City and Developer acknowledge and agree that the Bonds shall not be provided for any work performed for a Project under this Agreement that occurs prior to the Effective Date.

37. Project Site. As of the Effective Date, the City does not have the entirety of the Project Site under its control. City's failure to obtain control of the entirety of the Project Site by the Construction Commencement Notice shall be a Force Majeure event, entitling Developer to relief related to the Construction Schedule and the Final Project Budget.

38. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, Developer and City, and their respective successors and assigns. This Agreement constitutes the entire agreement between Developer and City with respect to the subject matter hereof, and may be modified only by a written agreement signed by both Developer and City. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice versa. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Developer waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Developer and City have executed this Public Private Agreement (Westfield Fire Station 84 BOT) as of the date set forth above.

DEVELOPER:

Envoy Construction Services, LLC, an Indiana limited liability company

By: _____

Printed: _____

Title: _____

[Public Private Agreement (Westfield Fire Station 84 BOT) – Developer Signature Page]

CITY:

City of Westfield, Indiana

By: _____

Printed: _____

Title: _____

[Public Private Agreement (Westfield Fire Station 84 BOT) – Developer Signature Page]

INDEX TO EXHIBITS

Exhibit A	Depiction of Project Site
Exhibit B	Required Insurance Policies (Developer)
Exhibit C	Due Diligence Schedule
Exhibit D	Form of Disbursement Request

EXHIBIT A

Depiction of Project Site

EXHIBIT A

Depiction of Project Site 1315 E 191st Street Westfield, IN 46074

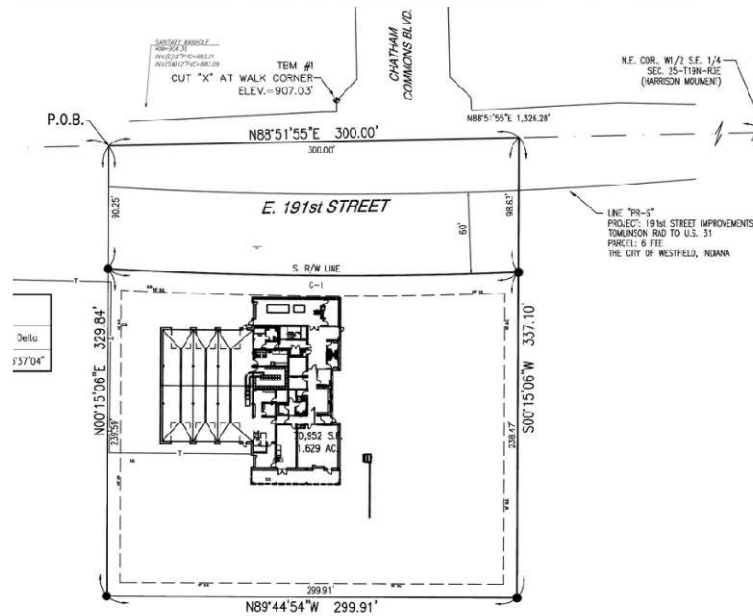


EXHIBIT B

Required Insurance Policies (Developer)

Insurance shall be not less than the amounts set forth below:

A. Commercial General Liability (Occurrence Basis)

Covering bodily injury, personal injury, property damage, contractual liability, and product/completed operations.

Each Occurrence Limit:	\$1,000,000
Damage to Rented Premises:	\$100,000 (each occurrence)
Medical Expense Limit:	\$5,000
Personal and Advertising Injury Limit:	\$500,000
General Aggregate Limit:	\$2,000,000 (other than products/completed operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations:	\$1,000,000
B. Auto Liability	\$1,000,000 (combined single limit) (owned, hired, & non-owned)
Bodily Injury & Property Damage:	\$1,000,000 (each accident)
C. Excess/Umbrella Liability:	\$2,000,000 (each occurrence and aggregate)
D. Worker's Compensation & Disability:	Statutory
E. Employer's Liability:	
Bodily Injury by Accident/Disease:	\$100,000 each employee
Bodily Injury by Accident/Disease:	\$250,000 each accident
Bodily Injury by Accident/Disease:	\$500,000 policy limit

F. Professional Liability Insurance. Developer shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$1,000,000 for single limit claims and \$2,000,000 in the aggregate. Developer's policy of insurance shall contain prior acts coverage sufficient to cover all work performed by Developer for this Project. Upon City's request, Developer shall give prompt notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, Developer will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

Developer shall provide City with a certificate of insurance, naming City as an “additional insured”, showing such coverage then in force (but not less than the amount shown above), shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least 30 days after written notice has been given to the City.

Developer may, with the prior approval of City, substitute different types of coverage for those specified if the total amount of protection is not reduced. Developer shall be responsible for all deductibles.

Nothing in the above provision shall be operate as or be construed as limiting the amount of liability of Developer in the above enumerated amounts.

EXHIBIT C
Due Diligence Schedule

1. Title review
2. Survey review
3. Phase 1 environmental review
4. Geotechnical review

Due diligence described above estimated to take 6-8 weeks from notice to proceed from City on the acquisition of the Acquisition Parcel.

EXHIBIT D

Form of Disbursement Request

DISBURSEMENT REQUEST

Disbursement No.: _____

Date: _____

Disbursement Amount: \$ _____

_____ (the "Developer"), pursuant to a Public Private Agreement (_____, BOT) dated _____, 2024, among the Developer and _____, Indiana, hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with the attached AIA Document G702 and AIA Document G703 and the attached invoices, lien releases and other documentation provided in support of this Disbursement Request.

The issuance of an application for payment also shall constitute a representation that the entities list in Schedule I attached hereto are entitled to payment in the amount certified, or that the Developer has already paid such entities and is entitled to reimbursement in the amount certified.

By: _____

Printed: _____

Title: _____



October 9, 2024

Mr. Christopher McConnell, Parks and Recreation Superintendent
Public Works
2728 East 171st Street
Westfield, IN 46074

RE: Contract Amendment 01
Simon Moon Park – Phase Two

Dear Mr. McConnell:

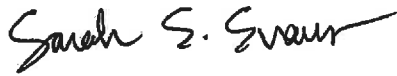
On behalf of V3 Companies, Ltd., we are pleased to submit this Contract Amendment to the original contract dated 10 November, 2021, for requested additional Professional Services on the project known as Simon Moon Park (PROJECT). The V3 project number is 210998. If you find this Contract Amendment to be acceptable, the executed copies of this letter along with the General Terms and Conditions associated with the previously mentioned original contract will set forth the contractual elements of this agreement and will constitute the entire agreement between the City of Westfield (CLIENT) and V3 Companies, Ltd. (V3) for continued services on this PROJECT as outlined below.

COMPENSATION

D13 – DESIGN DEVELOPMENT		\$76,176
SERVICES	SCOPE EXHIBIT	FEE
Geotechnical Borings (reimbursement)	A	\$39,356
Geotechnical Borings (new)	A	\$13,000
Playground & Entry Plaza Site Design and Coordination	A	\$14,000
Architectural, Structural & MEP Design	A	\$9,820
D14 – CONSTRUCTION DOCUMENTS		\$62,650
SERVICES	SCOPE EXHIBIT	FEE
Playground & Entry Plaza Site Design and Coordination	A	\$14,000
Architectural, Structural & MEP Design	A	\$48,650
D14.1 – BIDDING		\$23,500
SERVICES	SCOPE EXHIBIT	FEE
Bidding	A	\$23,550
TOTAL CONTRACT AMENDMENT		\$162,376

We appreciate the opportunity to be of continued service to the City of Westfield. If you have any questions or comments concerning this Change Order, please contact me. If the terms are acceptable, please sign and return as authorization to proceed.

Sincerely,



V3 COMPANIES, LTD.
Sarah Evans, PLA
Landscape Architecture Group Leader

Accepted For:
City of Westfield

By: _____

Title: _____

Date: _____

EXHIBIT A | Additional Services

D13 – DESIGN DEVELOPMENT (DD)

1. Geotechnical Borings (reimbursement)

The V3 team has performed Geotechnical borings and sediment sampling across the PROJECT site for Phase 1 elements, that were previously excluded from the Contract. This work includes pontoon work, Geoprobe sampling and a Geotechnical Report.

2. Geotechnical Borings (new)

The V3 team anticipates additional Geotechnical borings at three (3) locations to support new buildings including the sledding pavilion, outdoor classroom, and new picnic shelter at the playground.

3. Playground & Entry Plaza Site Design and Coordination

The V3 team will develop DD level design for the plaza spaces around the existing playground, restroom building, and fire pit, and integrate these into the current Phase 1 parking and pedestrian infrastructure. This will include site layout, grading and drainage for these areas. DD level grading and drainage plans will be developed to support a new playground, designed by Others. Layout coordination with the CLIENT's vendor for the new playground, so that the playground is integrated with these spaces, will also be included in this task.

4. Architectural, Structural & MEP Design

- Provide additional product research and development of design related to more complex Y frame steel roof supports and more complex roof design for outdoor classroom.
- Provide additional drawings including floor plans, ceiling plans, roof plans, building elevations, code study, building sections, and wall sections for the addition of the sledding pavilion.
- Provide additional structural design development level structural drawings for sledding pavilion.
- Provide additional design development level MEP drawings to scope.

D14 – CONSTRUCTION DOCUMENTS (CD)

1. Playground & Entry Plaza Site Design and Coordination

The V3 team will incorporate the plaza spaces around the existing playground, restroom building, and fire pit, and integrate these into the current Phase 1 parking and pedestrian infrastructure as part of Construction Document development. CD level grading and drainage plans will be developed to support a new playground, designed by Others. Layout coordination with the CLIENT's vendor for the new playground will also be included in this task.

2. Architectural Design

- Provide additional details related to more complex Y frame steel roof supports and more complex roof design for outdoor classroom.
- Provide additional sealed construction documents for CLIENT's approval including floor plans, ceiling plans, roof plans, building elevations, code study, building sections, and wall sections for the addition of the sledding pavilion.
- Provide additional sealed structural drawings for sledding pavilion including slab-on-grade plans, roof framing plans, and framing sections and details.
- Provide sealed MEP drawings to include lighting, lighting controls, general purpose receptacles, and a ceiling-mounted radiant heating system for the sledding pavilion. additional design development level MEP drawings to scope.

D14.1 – BIDDING

A separate bidding phase is added to the PROJECT for Phase 2 elements. Additional coordination for organizing a separate Pre-Bid Meeting, compiling Pre-Bid Meeting notes, responding to Requests for Information and Bidder's questions, and a separate Bid Tabulation is anticipated due to the increased scope of work.

Amendment
2025 Low Profile Maintenance Contract

As stated in Paragraph C. Amendment, and Section 23, Entire Agreement of the agreement between H&N Outdoor Services, LLC and the City of Westfield dated January 26, 2022, this agreement is being modified to include the attached "Revised Low Profile Site Spreadsheet."

Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

Additions:

- 171st and Eagletown Road RAB – Estimate 1068/1197 Revision - \$2,840.00
- 156th East and West of Monon – Invoice 2527/Estimate 1198 - \$1,625.00

Total Increase - \$4,465.00

Adjusted Annual Contract Amount - \$221,782.50

To be paid in 10 monthly payments of \$22,178.25 beginning in February 2025

Contracting Party:
City of Westfield
2728 East 171st Street
Westfield, IN 46074

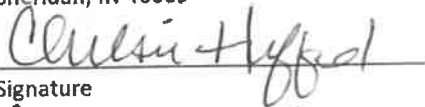
Signature

Printed Name

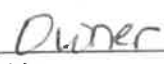
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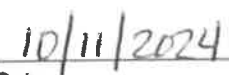
Date

Vendor:
H&N Outdoor Services, LLC
PO Box 206
Sheridan, IN 46069


Signature


Printed Name


Title


Date

H & N Outdoor Services, LLC
P.O. Box 206
Sheridan, IN 46069
handnoutdoorservices@gmail.com



Estimate

ADDRESS

Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

SHIP TO

Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

ESTIMATE # 1068**DATE 05/08/2024**

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Lawn Mowing Added Property for Mowing of Low Maintenance Contract - 171st and Eagletown Road RAB - 20 mows for the 2024 season. Price for the 2025 Season will be for 26 mows (\$2,600.00).	20	100.00	2,000.00
	Yard Treatment Added Property for Lawn Treatment of Low Maintenance Contract - 171st and Eagletown Road RAB - 3 Applications for 2024 Season. Price is for full season.	3	80.00	240.00

1/2 down upon signing estimate (\$500 and up). Remaining balance due upon job completion. We accept cash, check, debit/credit cards, and ACH payments. There is a 3.5% processing fee for debit/credit card transactions and a 1% processing fee for ACH transactions.

TOTAL**\$2,240.00**

Thank you for the opportunity to quote your outside needs.

Accepted By

Chris McConnell

Accepted Date

05/20/2024

If any invoiced amount is not received by the specified due date, the following will be applicable:

1. Those charges may accrue late interest at 1.5% of the outstanding balance per month.
2. We may condition future contract renewals/service renewals or suspend our services to you until such amount is paid in full.

H & N Outdoor Services, LLC
P.O. Box 206
Sheridan, IN 46069
handnoutdoorservices@gmail.com



Estimate

ADDRESS

Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

SHIP TO

Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

ESTIMATE # 1197

DATE 10/17/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<u>Lawn Mowing</u>	26	100.00	2,600.00
	Added Property for Mowing of Low Maintenance Contract - 171st and Eagletown Road RAB - 26 Mows - 2025 Season			
	<u>Yard Treatment</u>	3	80.00	240.00
	Added Property for Lawn Treatment of Low Maintenance Contract - 171st and Eagletown Road RAB - 3 Applications - 2025 Season			

1/2 down upon signing estimate (\$500 and up). Remaining balance due upon job completion. We accept cash, check, debit/credit cards, and ACH payments. There is a 3.5% processing fee for debit/credit card transactions and a 1% processing fee for ACH transactions.

TOTAL

\$2,840.00

Thank you for the opportunity to quote your outside needs.

Accepted By

Accepted Date

If any invoiced amount is not received by the specified due date, the following will be applicable

- Those charges may accrue late interest at 1.5% of the outstanding balance per month
- We may condition future contract renewal/service renewals or suspend our services to you until such amount is paid in full

H & N Outdoor Services, LLC
P.O. Box 206
Sheridan, IN 46069
handnoutdoorservices@gmail.com



INVOICE

BILL TO
Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

SHIP TO
Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

INVOICE # 2527
DATE 04/24/2024
DUE DATE 05/24/2024
TERMS Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Mowing Contract Added Property for Mowing of Low Maintenance Contract - 156th East and West of Monon - 26 mows for the 2024 season. Price is for full season cuts.	26	55.00	1,430.00
	Yard Treatment Added Property for Lawn Treatment of Low Maintenance Contract - 156th East and West for Monon - 3 Applications for the 2024 season. Price is for full season.	3	65.00	195.00

We appreciate your business and look forward to helping you again soon.

PAYMENT
BALANCE DUE

1,625.00
\$0.00

If any invoiced amount is not received by the specified due date, the following will be applicable:

1. Those charges may accrue late interest at 1.5% of the outstanding balance per month

2. We may condition future contract renewals/service renewals or suspend our services to you until such amount is paid in full.

H & N Outdoor Services, LLC
P.O. Box 206
Sheridan, IN 46069
handnoutdoorservices@gmail.com



Estimate

ADDRESS

Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

SHIP TO

Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

ESTIMATE # 1198

DATE 10/17/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Lawn Mowing	26	55.00	1,430.00
	Added Property for Mowing of Low Maintenance Contract - 156th Street East and West of the Monon - 26 Mows - 2025 Season			
	Yard Treatment	3	65.00	195.00
	Added Property for Lawn Treatment of Low Maintenance Contract - 156th East and West of Monon - 3 Applications - 2025 Season			

1/2 down upon signing estimate (\$500 and up). Remaining balance due upon job completion. We accept cash, check, debit/credit cards, and ACH payments. There is a 3.5% processing fee for debit/credit card transactions and a 1% processing fee for ACH transactions.

TOTAL

\$1,625.00

Thank you for the opportunity to quote your outside needs.

Accepted By

Accepted Date

If any Invoiced amount is not received by the specified due date, the following will be applicable

1. Those charges may accrue late interest at 1.5% of the outstanding balance per month
2. We may condition future contract renewal/service renewals or suspend our services to you until such amount is paid in full



CITY OF
Westfield
INDIANA®

2024

Personnel Policies, Procedures
and Benefits Manual



1.00

STATEMENT OF PURPOSE

1.01

MISSION STATEMENT AND STRATEGIC HABITS

Enhancing Quality of Life through exceptional Service, Integrity & Commitment. The core values of the City of Westfield are: ~~Team Commitment, Safety, Service Excellence, Fiscal Efficiency and Innovation.~~

1.02

PERSONNEL PHILOSOPHY

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

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

1.03

GENERAL POLICY & PROCEDURES CONSIDERATIONS

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

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

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

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

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

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

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

1.04

PUBLIC SAFETY DEPARTMENTS POLICY & PROCEDURES CONSIDERATIONS

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

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2.00

RECRUITMENT, SELECTION & HIRING

2.01 STATEMENT OF POLICY

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

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

2.02 EQUAL EMPLOYMENT OPPORTUNITY (EEO) STATEMENT

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

of employment.

1. DISCRIMINATION

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

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

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

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

2. SEXUAL HARASSMENT POLICY

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

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

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

3. HARASSMENT

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

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

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

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

4. COMPLAINT PROCESS

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

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

5. NO-RETALIATION POLICY

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

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



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

2.03

AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

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

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

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

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

2.03 (B)

PREGNANT WORKERS FAIRNESS ACT (PWFA) POLICY

The pregnant workers fairness ACT (PWFA), prohibits

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

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

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

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

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

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

The Providing Urgent Maternal Protections for Nursing

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

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

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

2.04

OPEN-DOOR POLICY

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

2.05

RESPONSIBILITY FOR RECRUITMENT

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

2.06

QUALIFICATION AND SELECTION

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

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

- Personal and work-related references

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

2.07

DRUG AND ALCOHOL-FREE WORKPLACE

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

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

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

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

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

PRE-EMPLOYMENT

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



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

REASONABLE SUSPICION

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

RANDOM DRUG TESTING

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

POST-ACCIDENT TESTING

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

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

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

DRUG TESTING PROCEDURES

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

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

US DEPARTMENT OF TRANSPORTATION (US DOT)

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

DRUG SCREENING

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

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

POST-ACCIDENT TESTING:

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

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

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

2.08 EMPLOYING RELATIVES/ROMANTIC RELATIONSHIPS

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

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

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

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

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

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

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

2.09 SECURITY AND BACKGROUND INFORMATION

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

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

2.10 ORIENTATION

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



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

2.11

EMPLOYMENT ANNIVERSARY DATE

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

2.13. This date is used to compute your eligibility for ~~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, for those positions that longevity pertains to, as further described in Section 4.01.

2.13

EMPLOYMENT STATUS

There are six categories of employment status:

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

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

their probationary training period of employment. An employee working 30 to 37 hours will accrue pro-rated time off based on hours worked. For an example: an employee working 30 hours in a 40 hour per week department will be eligible for 75% of the paid time off benefits (rounded to the nearest full day). For scheduling, if the fixed holiday is the employee's regular scheduled work day, the employee takes the holiday off with pay (not to exceed the pro-rated amount). ~~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 – Part-time employees are generally scheduled no more than 25 hours per week, no more than 1300 hours per calendar year, and have successfully completed their probationary training period of employment. Part-Time Employees have no benefits other than eligible to participate in 457. Part-time employees do not get 457 matching funds.

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

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

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

2.14

RE-EMPLOYMENT

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

Once an employee leaves the employment of the City and is subsequently re-hired, the City- provided benefits will begin as defined in this manual. Prior service and benefits relating to time of service will be "bridged" as described in Section 2.12 of this manual. After the

specific probationary period has been met a new date of employment will be calculated. Sick time eligibility will begin anew and any unused sick time (from the prior employment period) will not be carried forward. Employees in this category should contact the ~~Director of Human Resources~~ 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 ~~Director of Human Resources~~ to be maintained in the “original employee personnel file”. Typical documents in a personnel file include the employment application, documented disciplinary action history, a resume, employee handbook and at-will employer sign off sheets, current personal information, and job references. A separate employee medical file is also maintained. The contents of the medical file are not available to anyone except Human Resources designated staff and the employee whose records are retained in the file. At the City of Westfield, medical files receive the highest degree of safe storage and confidentiality. An employee may view their personnel file by contacting the Director of Human Resources during normal business hours. A Human Resources staff person will be present while an employee reviews their file. No employee may alter or remove any document in their personnel file.

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3.00

TRAINING & CAREER DEVELOPMENT

3.01

RESPONSIBILITIES

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

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

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

3.02

DISCIPLINARY PROBATION

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

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

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

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

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

3.03

ATTENDING SEMINARS, CONFERENCES, AND MEETINGS

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

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

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

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

3.04

TRAVEL AND EXPENSE REIMBURSEMENT

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

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

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

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

3.05

SEMINAR/MEETING/CONFERENCE REIMBURSEMENT

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

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

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

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

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

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

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

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

3.06

TUITION AND EDUCATIONAL ASSISTANCE

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

ELIGIBILITY AND TERMS

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



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

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

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

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

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

3.07
PERFORMANCE APPRAISALS

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

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

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

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

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4.00

PERSONNEL BENEFITS

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

4.01 ELIGIBILITY

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

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

**Based on Actual Hours Worked

*** Continue longevity for Police and Fire Department employees

4.02

HEALTH, DENTAL, VISION, ACCIDENT, AND LIFE INSURANCE

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

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

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

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

EARLY RETIREE HEALTH PLAN COVERAGE:

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

following conditions:

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

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

SPECIAL ELIGIBILITY RULE FOR SWORN FIREFIGHTERS:

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

OTHER INFORMATION APPLICABLE TO EARLY RETIREE COVERAGE:

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

participating dependents may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage terminates effective as of the last day of the month in which the dependent attains age 26.

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

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

4.03

POST-EMPLOYMENT HEALTH PLAN

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

4.04

EFFECTIVE DATE OF INSURANCE COVERAGE

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

4.05

INSURANCE PORTABILITY (COBRA)

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

4.06

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

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

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

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

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

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

as provided by administrative procedures.

- Disclosures that do not qualify as PHI – protected disclosures include: disclosure of PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosure to worker's compensation providers and those authorized by the worker's compensation providers.
- Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.
- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving worker's compensation and/or medical information received to verify ADA or FMLA status.

4.07

ELECTIVE ADDITIONAL INSURANCE

Additional insurance coverage is available from AFLAC and Symetra Life through payroll deductions for those employees choosing to supplement their medical coverage for themselves or their families. Please see the City's Human Resources Department who will arrange for an appointment with the AFLAC agent. AFLAC, voluntary life and long-term disability are the only additional elective insurance that is available through payroll deduction.

4.08

125 PLAN

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

4.09

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, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment, unless a special circumstance and must be approved by the Mayor or Deputy Mayor/Chief of Staff.

Hire Date	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
JAN 1 - AUG 15	80	80	5
AUG 16 - SEPT 15	64	64	4
SEPT 16 - OCT 15	48	48	3
OCT 16 - NOV 15	32	32	2
NOV 16 - DEC 15	16	16	1
DEC 16 - DEC 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 Vacation Eligibility (in days)
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 relevant 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, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment, unless a special circumstance and must be approved by the Mayor or Deputy Mayor/Chief of Staff.

Hire Date	Days-Vacation
JAN 1 - AUG 15	10
AUG 16 - SEPT 15	8
SEPT 16 - OCT 15	6
OCT 16 - NOV 15	4
NOV 16 - DEC 15	2
DEC 16 - DEC 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 Year of Employment*	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
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 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 1 hour 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, unless otherwise approved by the Chief of Staff or Mayor. If additional vacation carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused 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.

4.10

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.

~~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.~~

~~4.11~~
~~**PERSONAL HOURS - ADMINISTRATIVE AND PUBLIC WORKS PERSONNEL GENERAL GUIDELINES**~~

~~**ANNUAL PERSONAL HOURS ELIGIBILITY**~~

~~(Employees are eligible for 3 equivalent days of personal hours)~~

~~**7 1/2 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 1/2 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.~~

~~4.12~~
~~**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 Hours Eligibility (8 & 12 Hour Personnel)	Fire Hours Eligibility (24 Hour Personnel)
JAN - APR	24	24
MAY - JUN	16	18
JUL - AUG	8	12
AFTER SEPT 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 fire personnel are eligible for 24 hours of personal hours beginning January 1st of each~~

~~calendar year.~~

~~4.13~~
~~**FIXED & FLOATING HOLIDAYS**~~

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

~~*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. Civilian employees 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.

Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used.

3. Professional Police Officer Fixed and Floating Holidays.

Because of different shift requirements, sworn professional police personnel will be eligible for eight (8) hours (not twelve [12] hours) each fixed and floating holiday approved by the Board of Public Works and Safety of Westfield (for example, if the Board of Public Works and Safety of Westfield approved 13 total holidays, then sworn professional police personnel will receive 104 hours). These hours may be used at



2024 Holiday Schedule

January 1

January 15

February 19

May 27

July 4

September 2

November 28

November 29

December 24

December 25

December 31

2 Floating
Holidays

JANUARY

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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~~Monday, January 1, 2024~~

New Year's Day (observed)

~~Monday, January 15, 2024~~

Martin Luther King Jr. Day

FEBRUARY

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
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~~Monday, February 19, 2024~~

Presidents' Day

MARCH

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

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

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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~~Monday, May 27, 2023~~

Memorial Day

JUNE

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

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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~~Thursday, July 4, 2024~~

Independence Day

AUGUST

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

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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~~Monday, September 2, 2024~~

Labor Day

OCTOBER

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

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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~~Thursday, November 28, 2024~~

Thanksgiving Day

~~Friday, November 29, 2024~~

Day After Thanksgiving

DECEMBER

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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~~Tuesday, December 24, 2024~~

Christmas Eve (observed)

~~Wednesday, December 25, 2024~~

Christmas Day (observed)

~~Tuesday, December 31, 2024~~

New Year's Eve (observed)

the employee's choosing and may be used in one-hour increments. Civilian office personnel working Monday through Friday will observe the fixed holiday schedule as approved by the Board of Public Works and Safety of Westfield. During the first partial year of employment, sworn Professional Police officers are 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 will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Indiana Law Enforcement Academy basic course is in session during a fixed holiday, the probationary officer will bank fixed holiday hours. Any banked fixed holiday hours will be taken as floating holidays. These hours may be used at the employee's choosing and may be used in one-hour increments.

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

4. Professional Fire Personnel Fixed 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 Board of Public Works and Safety of Westfield 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 (24 Hour Personnel)

Month	Floating Days
JAN - MAR	3
APR - JUN	2
JUL - SEPT	1
AFTER OCT 1	0

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

Floating Holidays are not paid upon termination from employment.

4.14

FLOATING HOLIDAYS

If floating holidays have been granted by the Board of Public Works and Safety of Westfield 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 1/2 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 1/2 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.

4.15

PERFECT ATTENDANCE DAY

Employees are awarded one (1) paid day off from work during the twelve-month period following a perfect attendance calendar year. Perfect Attendance is defined as having taken no Sick Leave, Family Illness Leave or Industrial Injury Leave during the calendar year. If an employee takes Compensation Time, Flex Time, or other benefit time in place of Sick Leave, such employee remains eligible for perfect Attendance. This is not a paid

benefit at the time of termination of employment, nor can it be carried over from year to year. A paid day is defined as the employee's normally scheduled work hours in one day (7.5, 8, 12, or 24 hour).

4.16

EMPLOYEE ASSISTANCE PROGRAM

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

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5.00

COMPENSATION & PAYROLL

5.01 COMPENSATION PROGRAMS

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

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

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

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

5.02 PAY PERIODS & NOTICE OF DEPOSIT DELIVERY

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

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

5.03 ATTENDANCE CARDS / FORMS / TIME KEEPING SYSTEM

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

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

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

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

5.04

FAIR LABOR STANDARDS ACT

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

5.04 (B)

FLSA PROTECTIONS TO PUMP AT WORK (PUMP ACT)

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

5.05

OVERTIME PAY / COMPENSATORY TIME

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

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

GENERAL GUIDELINES

1. Overtime and compensatory time off shall be

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

2. Time worked required for continuation of any given assignment beyond the normal workday shall be accumulated to the nearest quarter hour of service performed.
3. All overtime and compensatory time must be pre-authorized by the applicable Department Head. Employees who work unauthorized time without approval may be subject to disciplinary action.
4. 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 regular hourly rate times 1.5.

ADMINISTRATIVE OFFICE PERSONNEL

For those personnel regularly scheduled for 37.5 hours per week:

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

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

PUBLIC SAFETY PERSONNEL (POLICE AND FIRE)

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

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

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



5.06

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

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

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

1. The standard workweek for full-time Non-Exempt Civilian Employees is either 37½ or 40 hours.
2. Any hours worked in excess of the Non-Exempt Civilian Employee's regularly scheduled hours per workweek must have the prior approval of the employee's department head or the department head's designee. Any hours worked by a Non-Exempt Civilian Employee in excess of their regularly scheduled hours for the workweek must fall within the department's budgetary limitations, except in the case of an emergency.
3. Non-Exempt Civilian Employees are required to report all hours worked on a personal time sheet that is signed by the employee's department head or the department head's designee. Failure to accurately report hours worked shall result in employee discipline.
4. Non-Exempt Civilian Employees shall be entitled to compensation at their regular hourly rate for each hour (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 their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the department head must have an understanding with the Non-Exempt Civilian Employee that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Civilian Employee's performance of the overtime work.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

5.07

EXEMPT EMPLOYEES: FLEX TIME OFF

(A) EXEMPT EMPLOYEES: STANDARD WORKWEEK

1. Exempt Employees are required to work the numbers of hours necessary to complete their assigned tasks in any given workweek.
2. Exempt Employees are not entitled to overtime pay.
3. ~~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 of Staff 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 their 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 40 hours. Once an Exempt Employee has accrued a balance of 40 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 40 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, including travel time, with a minimum of 3 hours paid at the overtime rate, even though such work may be completed in less time.

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

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

5.09

WORKER'S COMPENSATION INSURANCE

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

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

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

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

5.10

PAYROLL DEDUCTIONS

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

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

SOCIAL SECURITY TAX - MEDICARE TAX

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

5.11

GARNISHMENTS

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

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6.00

UNEMPLOYMENT COMPENSATION

6.01

ELIGIBILITY AND DESCRIPTION

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

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7.00

LEAVES OF ABSENCE

7.01

MEDICAL LEAVE (SICK LEAVE)

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

Employees (other than firefighters) will be permitted to substitute available paid time (~~e.g. vacation, compensatory time, personal time, or floating holidays~~) for sick days.

COVID-19

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

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

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

EMPLOYEES ON FULL-TIME PROBATIONARY TRAINING EMPLOYMENT STATUS

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

SICK PAY DURING PROBATION

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	6	0	8 Hours for each remaining full month left in the year
Police Utility	12	0	8 Hours for each remaining full month left in the year
Admin	6	0	8 Hours for each remaining full month left in the year
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, they will, with Department Head approval, receive full pay as follows.

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

CARRY OVER SICK HOURS

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

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

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

OTHER SICK LEAVE ADMINISTRATIVE ISSUES

Unless another time period is permitted by law, if illness or injury prevents an employee from reporting for work, they must contact their immediate supervisor of their

absence prior to time they is to begin the workday.

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

A minor illness or injury to an employee may cause a temporary sick leave of up to three (3) days to be granted by the supervisor. No certified medical form is required, but the City of Westfield reserves the right to obtain such a document at any time. Employees off due to illness four (4) days or longer will require medical documentation supporting the need for the absence. 24 Hour Firefighter employees off due to illness for two (2) consecutive assigned workdays will require medical documentation to support the need for the absences. In addition, the City of Westfield may request further medical review of the employee by a City-designated physician at the City's expense.

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

ABSENTEEISM AND ABUSE OF SICK LEAVE

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

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



SICK HOUR BANK

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

ELIGIBILITY:

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

ENROLLMENT:

1. Employees may elect to participate in the Sick Hour Bank by completing an Enrollment Form and contributing the required number of accumulated Sick Hours to the Sick Hour Bank during the City's Sick Hour Bank open enrollment period.
2. The open Enrollment Period shall begin on December 1st and close on December 31st.
3. To enroll in the Sick Hour Bank the employee must donate ninety-six (96) of their accumulated Sick Hours to the bank.
4. Any employee who fails to complete the Enrollment Form by December 31st and/or contribute the required number of accumulated sick hours during the open enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

CONTINUED PARTICIPATION IN THE SICK BANK:

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

ADMINISTRATION:

1. An employee must be a member of the Sick Hour Bank for at least sixty (60) days prior to applying for benefits from the Sick Hour Bank.
2. The maximum benefit that any individual employee may claim against the Sick Hour Bank in a given calendar year is the lesser of one thousand four hundred and forty (1,440) hours or the balance of

Sick Hours contributed by all City employees that remain in the Sick Hour Bank.

3. Any employee petitioning to utilize the Sick Hour Bank must have utilized all of their paid time off benefits (Sick Hours, Personal Hours, Vacation Days, etc.) before being able to utilize the Sick Hour Bank.
4. Any employee who desires to make a claim against the Sick Hour Bank must submit their request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the employee's medical provider explaining the employee's need for and the expected length of the employee's leave.
5. Claims against the Sick Hour Bank may only be made for the employee's own major medical issue. The Sick Hour Bank does not cover extended leave to care for a family member with a major medical issue.
6. An employee may not make a claim against the Sick Hour Bank during any time period during which they are receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Chief of Staff and/or City Council.
8. Any employee who makes an approved claim against the Sick Hour Bank in a given calendar year will be relieved of the forty-eight (48) sick hour donation requirement for that year.
9. Any Sick Hours donated to the Sick Bank are non-redeemable except for a qualified claim. Hours contributed to the Sick Hour Bank will not be paid out upon termination.

7.02

NATIONAL GUARD, RESERVE DUTY AND TASK FORCE LEAVE

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

Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to a maximum of 120 work-day hours per calendar year, without loss of pay or ~~vacation leave~~, for the time when the employee is: (1) on training duties of the state under the order of the governor as commander in chief; or (2)

a member of any reserve component under the order of the reserve component authority. (I.C. 10-16-7-5(b)). An employee may be required to present copies of military orders or other notification papers to their supervisor to substantiate a requested leave. The portion of any military leaves of absence in excess of 120 work-day hours per calendar year will not be compensated by the City. Unused leave will not carry over into the following year.

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

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

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

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

7.03

FAMILY MILITARY LEAVE

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

7.04

BEREAVEMENT LEAVE

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

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

Those employees assigned to 7.5 or 8-hour shifts may be granted ~~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 of Staff.

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



7.06**CIVIC LEAVE**

(Jury Duty, Witness Duty)

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

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

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

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

7.07**OTHER LEAVES**

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

7.08**MATERNITY LEAVE**

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

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

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

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

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

7.09**FAMILY AND MEDICAL LEAVE ACT OF 1993**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



The FMLA provides up to either 12 or 26 weeks of job protected leave. Upon return, the employee will be restored to the position they held prior to taking FMLA leave or to an equivalent position with respect to pay, position and responsibility.

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

7.10

VACATION LEAVE (UNPAID)

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

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

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

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8.00

RETIREMENT

8.01 SUMMARY

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

8.02 PUBLIC EMPLOYEES RETIREMENT FUND (PERF)

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

Paramedics are considered civilian employees when

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

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

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

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

8.03 DEFERRED COMPENSATION (SUPPLEMENTAL RETIREMENT OPTION)

457 RETIREMENT PLAN

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

The City’s Director of Human Resources can explain the plan requirements. Changes in payroll deductions should be directed to the Clerk Treasurer’s office. Contact our representative from ~~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, except for employees who participate in the 1977 Fund, for employees that are in Civilian PERF and receive a nonelective contribution in this plan, or employees who have an employment contract that states otherwise. Part-time employees are not eligible for this matching program. The purpose of this matching program is to strongly encourage personal financial saving to secure employees’ future retirement.

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

401(A) ACCOUNT VESTING SCHEDULE:

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

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

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

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

8.05
CITY NONELECTIVE CONTRIBUTION TO 401(A) PLAN FOR CERTAIN POLICE OFFICERS

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

8.06
1977 POLICE AND FIREFIGHTERS FUND

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

The ‘77 Fund is designed as an employer and employee contributory plan. Each of the eligible participants has a payroll deduction of 6% of a 1st Class Patrolman or 1st



Class Firefighter's base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional ~~19.1%~~ of the 1st Class Patrolman or 1st Class Firefighter's base salary plus 20 years of longevity pay into the '77 Fund.

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

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

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

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

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9.00

PERSONAL HEALTH & WELFARE

9.01 ON-THE-JOB INJURY

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

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

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

9.02 ON-THE-JOB SAFETY

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

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

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

9.03

TOBACCO USAGE

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

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

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

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

9.04

SECURITY

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

business hours.

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

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10.00

OPEN-DOOR POLICY

10.01

PHILOSOPHY AND PROCESS

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

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

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11.00

DISCIPLINE & DISCHARGE

11.01 PHILOSOPHY

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

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

11.02 GROUNDS FOR DISCIPLINARY ACTION

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

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

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

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

11.03 TARDINESS / UNEXCUSED ABSENCE

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

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

11.04**EXTENT OF AUTHORITY**

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

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

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

11.05**PROGRESSIVE DISCIPLINE**

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

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

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

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

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

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



the City of Westfield

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

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

11.07

WORKPLACE VIOLENCE POLICY

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

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

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

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

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

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12.00

OTHER RULES AND REGULATIONS

12.01

PURPOSE

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

12.02

PERFORMANCE ON THE JOB

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

12.03

CONDUCT IN THE WORK PLACE

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

be sensitive to the concerns and values of others.

12.04

CONTRACTING CONFLICTS OF INTEREST

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

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

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

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

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

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

12.05

THEFT

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

12.06

BRIBERY, GIFTS, AND GRATUITIES

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

12.07

NOTICE OF ABSENCE OR DELAY

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

12.08

UNIFORMS

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

12.09

DRESS CODE

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

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

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

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

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

12.10

COMMITMENT TO QUALITY

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



conduct will not be tolerated.

12.11 POLITICAL INVOLVEMENT

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

12.12 PERSONNEL INFORMATION CHANGES

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

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

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

12.13 RECORDS DISCLOSURE POLICY

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

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

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

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

12.14 CONFLICT OF INTEREST

An employee who knowingly or intentionally has a

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

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

12.15 BUSINESS / WORK HOURS

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

12.16 LUNCH TIME

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

12.17 RESIGNATION

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

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

12.18 GAMBLING

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

12.19 ETHICS

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

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

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

12.20 TECHNOLOGY RESOURCES POLICY

12.20.1

SUMMARY

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

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

12.20.2

PURPOSE AND SCOPE

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

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

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

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

12.20.3

STATEMENT OF POLICY

PRIVACY, CONFIDENTIALITY AND PUBLIC RECORDS CONSIDERATIONS

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



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

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

OFFICIAL CITY ISSUED E-MAIL ADDRESS

1. To ensure that all correspondence is delivered, all City employees will be assigned an official e-mail address. It is of the expectation that this address, and no other electronic mail address, will be used for all official City electronic mail correspondence. Any employee not utilizing their provided electronic mail address may not receive some or all communication.
2. Users should utilize proper e-mail etiquette including signing e-mail messages with the appropriate identification information, avoiding the use of ALL CAPS (often referred to as e-mail 'shouting'), and refraining from confrontational e-mail messages. Employees are prohibited from sending messages with inappropriate content, such as discriminatory, harassing or otherwise offensive materials. Employees are prohibited from sending e-mail correspondence destined to ALL EMPLOYEES unless previously approved by the Departments' direct Supervisor or Director.

PERMISSIBLE USES

1. AUTHORIZED USERS

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

2. PURPOSE OF USE

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

PROHIBITED USES

1. PROHIBITED PURPOSES

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

- b. Personal monetary gain or for commercial purposes that are not directly related to one's job responsibilities.
- c. Using the work of others in violation of copyright laws
- d. Capturing and viewing other's electronic records except as required in order for authorized employees to diagnose and correct technical issues or abide by legal records requests
- e. Harassment or intimidation of others in any manner including:
 - Creation or distribution of any offensive or disruptive messages, offensive comments about race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, pornography, religious or political beliefs and/or practices, or any category protected under federal, state, or local law.
- f. Violation of Federal, State, or local laws, and regulations
- g. "Spoofing," i.e., constructing an electronic message so it appears to be from someone else without prior proper authorization
- h. Use of an encryption device to restrict or inhibit access
- i. Attempting unauthorized access to City computing resources without prior proper authorization including: breaching of any security measures, intercepting electronic transmissions and transferring or storing electronic transmissions outside of approved methods of transfer and storage.

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

CITY EMPLOYEE'S ACCESS AND DISCLOSURE

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

any City owned resources may be made available for review.

- b. Electronic records are subject to the provisions of Federal Statute I.C. § 5-14- 3

3. Monitoring of Computing Resources

- a. The City may exercise the right to monitor any and all computing resources to the extent permitted by law, without notice to or further consent by employees.

4. Inspection and Disclosure

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

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

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

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

5. Special Procedures to Approve Access to, Disclosure of, or Use of Computing Resources

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

RETENTION AND ARCHIVING OF ELECTRONIC MAIL

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

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

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

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

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

DISCIPLINARY ACTION

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

12.21

VEHICLE DRIVER POLICY

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

DEFINITIONS

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

- **CITY VEHICLE** - Any vehicle owned or leased by the City of Westfield.
- **PERSONAL** - Any vehicle that is privately owned but used for City of Westfield business.
- **TAKE-HOME VEHICLE** - Any vehicle owned or leased by the City of Westfield which upon authorization, can be used during both working and non-working hours.



- **RENTED/LEASED** - Any vehicle that is rented or leased on behalf of the City of Westfield.
- **ACCIDENT** - A City vehicle involved in an incident while being operated that results in any vehicle or property being damaged; any person being injured; or any time an Indiana State Crash Report is completed.

DRIVER SELECTION

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

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

MOTOR VEHICLE RECORD CRITERIA

A formal review of the driver's Motor Vehicle Record (MVR) will be conducted during the hiring/orientation process. MVR reviews may be repeated annually at the City's discretion. The purpose of this program is to measure driver performance based on incident/violation information and to determine adequate skills while operating a vehicle used for City business.

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

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

- Suspended license
- Suspended license history- Drivers who have had 3 or more license suspensions as a result of moving violations
- Temporary Operators Permit

GENERAL VEHICLE GUIDELINES

- Only authorized City employees may operate a city vehicle and an employee shall have a City ID card in their possession.
- All employees operating a City vehicle must adhere to all local, state and federal traffic laws.
- All employees operating a City vehicle must be 18 years of age.
- All personnel and passengers shall use lap/shoulder belts during the operation of the vehicle. The number of passengers in a City vehicle shall not exceed the number of lap/shoulder belts available.
- While conducting City business, employees may take their assigned City vehicle anywhere in Indiana. City business outside of Indiana must be authorized by the employee's Department Head.
- Employees on extended leave or suspension of any kind shall not operate City vehicles.
- Employees shall not consume alcoholic beverages before or while operating any City vehicle at any time. Employees must always also remain in compliance with the City's Drug-Free Workplace policy while operating a City vehicle.
- Smoking is prohibited in all City vehicles.
- All drivers are expected to exercise sound judgment at all times when using a City vehicle and should avoid the appearance of misuse.
- Abuse or intentional damage to any City vehicle/equipment will result in disciplinary action, up to and including termination.
- Any employee that has had their driver's license suspended or revoked for any reason must report the suspension to their supervisor immediately. Supervisors will then report the information to the Human Resource Department.
- City vehicles/equipment are not to be modified in any way. Modifications include, but are not limited to, audio equipment, window tinting, lights, changes to the engine/performance, drilling/bolting/screwing equipment to vehicle, etc. Any modifications must be coordinated through the Fleet Manager.
- The City is not responsible at any time for loss or damage to any personal property being carried or left in a City vehicle.
- Any traffic or parking violation committed by an employee in a City vehicle is the responsibility of the employee. The City will not pay for traffic or parking tickets.

VEHICLE MAINTENANCE, CLEANLINESS, REPAIRS, AND DAMAGES

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

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

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

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

- Employees that drive City vehicles are expected to keep City vehicle interiors and exteriors clean. Any city vehicle may be subject to inspection by their supervisor or the Fleet Manager for cleanliness at any time.
- Interiors shall remain free of debris and trash at all times.
- Exterior windows shall remain clean of any material restricting visibility.
- Exterior underbody and body shall be free of salt and dirt upon completion of duties assigned to prevent vehicle deterioration.

VEHICLE FUELING

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

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

TAKE-HOME VEHICLES

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

- City vehicles are to be used for City business only, with the exception of personal errands during travel to and from the

worksite, unless expressly authorized by the Mayor, Chief of Staff, or Department Head.

- Department Heads must notify the Clerk's Office and Human Resources Department of employees who are assigned takehome vehicles.
- All City vehicles shall be clearly marked as City of Westfield vehicles, unless otherwise approved by the Mayor.
- Outside of normal business hours, take-home vehicles may only be operated in Hamilton County and the counties that boarder Hamilton County. A driver must seek prior approval through their Department Head before using a take-home vehicle outside of Hamilton County or its surrounding counties. If approval is granted on a permanent or semi-permanent basis, an acknowledgement must be signed and submitted to Human Resources to be stored in the employee's personnel file.
- Employees away from work for a period longer than five (5) business days (not including weekends) shall leave their assigned vehicles on City premises and turn the keys into their supervisor or Department Head. Employees on extended leave or suspension of any kind shall not operate City vehicles.
- A list of employees authorized to use a take-home vehicle is updated semi-annually and is maintained by the Fleet Manager.
- Whenever a position becomes vacant, the authorization for a take home vehicle will be re-evaluated.
- Family members are not allowed to drive a take-home vehicle, only authorized employees.

VEHICLE ACCIDENT

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

- **DO NOT MOVE VEHICLES UNLESS INSTRUCTED BY POLICE.**
- If someone is injured, call 911 immediately.
- If no one is injured, call Dispatch (317-773-1300).
- Determine a safe spot for yourself at the accident site to wait for Police.
- Collect your Driver's License, Registration, and City Fleet Insurance Card.
- If the scene is determined to be safe by Police, take photos of the vehicle(s) involved.
- Call your immediate supervisor and make them aware. If your immediate supervisor is not available, then call the Fleet Manager.



- **DO NOT DISCUSS WHAT HAPPENED WITH THE OTHER MOTORISTS.**
- **DO NOT DISCUSS FAULT.**
- Once the Police arrive, answer whatever questions they ask.
- Once the police report has been made, please bring the report number to your immediate supervisor and Fleet Manager.
- **DO NOT LEAVE UNTIL POLICE SAY THEY HAVE WHAT THEY NEED.**
- **ALL VEHICLE ACCIDENTS MUST BE REPORTED TO HUMAN RESOURCES WITHIN 24 HOURS.**

12.22

FRINGE BENEFITS POLICY

EMPLOYER-PROVIDED CELL PHONES

The value of the business use of an employer-provided cell phone, provided for non-compensatory business reasons, is excludable from an employee's income as a working condition fringe benefit. Working condition exclusions apply to property and services the City of Westfield provides to an employee so that the employee can perform their job. It applies to the extent the cost of the property or services would be allowable as a business expense or depreciation expense deduction to the employee if they had paid for it. The employee must meet any substantiation requirements that apply to the deduction.

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

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

FRINGE BENEFIT POLICY-TRANSPORTATION (COMMUTING) BENEFIT

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

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

FAIR MARKET VALUE (FMV)

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

WHAT IS PERSONAL USE?

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

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

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

MILEAGE TEST

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

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

CENTS-PER-MILE RULE

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

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

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

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

COMMUTING RULE

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

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

DE MINIMUS TRANSPORTATION

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

LEASE VALUE RULE

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

Use the lease value rule when the following requirement applies:

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

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

CALCULATION OF ANNUAL LEASE VALUE

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

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

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

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

AUTOMOBILE FAIR MARKET VALUE**ANNUAL LEASE VALUE**

\$ 0 to 999	\$ 600
\$ 1,000 to 1,999	\$ 850
\$ 2,000 to 2,999	\$ 1,100
\$ 3,000 to 3,999	\$ 1,350
\$ 4,000 to 4,999	\$ 1,600
\$ 5,000 to 5,999	\$ 1,850
\$ 6,000 to 6,999	\$ 2,100
\$ 7,000 to 7,999	\$ 2,350
\$ 8,000 to 8,999	\$ 2,600
\$ 9,000 to 9,999	\$ 2,850
\$ 10,000 to 10,999	\$ 3,100
\$ 11,000 to 11,999	\$ 3,350
\$ 12,000 to 12,999	\$ 3,600
\$ 13,000 to 13,999	\$ 3,850
\$ 14,000 to 14,999	\$ 4,100
\$ 15,000 to 15,999	\$ 4,350
\$ 16,000 to 16,999	\$ 4,600
\$ 17,000 to 17,999	\$ 4,850
\$ 18,000 to 18,999	\$ 5,100
\$ 19,000 to 19,999	\$ 5,350
\$ 20,000 to 20,999	\$ 5,600
\$ 21,000 to 21,999	\$ 5,850
\$ 22,000 to 22,999	\$ 6,100
\$ 23,000 to 23,999	\$ 6,350
\$ 24,000 to 24,999	\$ 6,600
\$ 25,000 to 25,999	\$ 6,850
\$ 26,000 to 27,999	\$ 7,250
\$ 28,000 to 29,999	\$ 7,750
\$ 30,000 to 31,999	\$ 8,250
\$ 32,000 to 33,999	\$ 8,750
\$ 34,000 to 35,999	\$ 9,250
\$ 36,000 to 37,999	\$ 9,750
\$ 38,000 to 39,999	\$ 10,250
\$ 40,000 to 41,999	\$ 10,750
\$ 42,000 to 43,999	\$ 11,250
\$ 44,000 to 45,999	\$ 11,750
\$ 46,000 to 47,999	\$ 12,250
\$ 48,000 to 49,999	\$ 12,750
\$ 50,000 to 51,999	\$ 13,250
\$ 52,000 to 53,999	\$ 13,750
\$ 54,000 to 55,999	\$ 14,250
\$ 56,000 to 57,999	\$ 14,750
\$ 58,000 to 59,999	\$ 15,250





APPENDICES

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

INTRODUCTION

PURPOSE AND SCOPE The Performance Management Guidelines set forth the policies and procedures necessary to establish and administer the City of Westfield performance management process for full-time civilian employees. This document does not apply to sworn police officers or firefighters, or to part-time, seasonal and temporary employees.

GOALS The City's ability to provide quality services to residents and visitors is closely tied to the performance of its employees. To measure and manage performance in order to assist in achieving optimal outcomes, the City implemented a written performance management system in 2015.

The goals of performance management under this system are to:

- Create an ongoing dialogue between supervisors and employees regarding the City's expectations and the employee's progress is meeting those expectations;
- Document performance based on assigned job duties and established performance goals;

- Create a consistent and permanent record of an employee's performance;
- Identify opportunities for continuing training and education to enhance the skills required by the employee's position, or necessary for advancement;
- Establish measurable performance goals for the upcoming year;
- Identify obstacles that prevent the employee from performing at optimum levels;
- Develop plans to improve performance that does not meet expectations;
- Enable management to make informed decisions regarding an employee's job assignments and/or continued employment with the City; and
- Establish eligibility for annual salary increases.

ROLES AND RESPONSIBILITIES The Human Resources Department will oversee the performance management process, develop or amend policies and procedures as needed, ensure supervisors are properly trained to evaluate employees and establish annual deadlines. The Department of Human Resources will collect and maintain all performance evaluations and analyze data on a supervisory, department and City-wide level.

Department Directors will ensure performance evaluation are completed in a timely manner for their departments. All performance evaluations must be reviewed and signed by the Department Director before being submitted to Human Resources.

Supervisors with direct and/or indirect oversight will evaluate subordinate employees. This is the most critical element of the process. In order to protect the integrity of the entire process, supervisors are required to be trained in the performance management process. Their work will be reviewed by the Department Director and by the Director of Human Resources.

Employees will be required to complete a self-assessment form and to engage with their supervisor during the performance evaluation interview. Employees are not asked or expected to evaluate their supervisors, although relevant comments made in the course of the performance management process may be used in their supervisor's own performance evaluation.

THE MANAGEMENT PROCESS

PERFORMANCE MANAGEMENT SCHEDULE The performance management process has two components to be completed annually: an employee self-assessment and a supervisor evaluation. A Performance Improvement Plan will also be required in some cases. The ~~2024~~ schedule is outlined below.

- a) Supervisor provides employee with self-assessment form no earlier than September ~~2, 2024~~, and no later than November ~~1, 2024~~, and sets date and time for performance evaluation meeting (employee must have at least five (5) calendar days to complete self-assessment form).
- b) Employee completes self-assessment form and returns to supervisor no less than two (2) calendar days before performance evaluation interview.
- c) Supervisor completes written performance evaluation form, excluding achievements and goals.
- d) Supervisor(s) meets individually with employee to review employee's self-assessment and to discuss supervisor's performance evaluation, no later than ~~November 8, 2024~~. 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 ~~November 29, 2024~~. Department keeps a copy.

- f) Employee has ten (10) calendar days following the performance evaluation interview to append no more than one (1) page of written comments to the evaluation, with original to Human Resources and copy to Department Director.
- g) Second evaluation interview and Performance Improvement Plan, when required, are completed and submitted to Department Director for review and signature no later than ~~December 20, 2024~~. 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 ~~March 20, 2025~~. Original signed form is sent to Human Resources no later than ~~April 4, 2025~~. Department and employee each get a copy.

EMPLOYEE SELF-ASSESSMENT Employees are expected to honestly assess their strengths and weaknesses and to develop work-related goals for the following year. Employees may also identify desired training and/or career development to help enhance skills for their positions or to prepare them for advancement. Training opportunities are provided at the sole discretion of the department.

SUPERVISOR'S PERFORMANCE EVALUATION

The performance evaluation 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 ~~2024~~, 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.~~

PERFORMANCE RATINGS The evaluation structure for personal/work attributes utilizes a 4-tier rating system:

- **Meets Expectations**
- **Exceeds Expectations**
- **Needs Improvement**
- **Unacceptable**

“MEETS EXPECTATIONS” is a positive rating. This indicates the employee is meeting all job requirements in the area being evaluated, performs consistently and dependably in this regard, and achieves fully satisfactory results. It is expected that most employees will be given this rating level.

To receive an **“EXCEEDS EXPECTATIONS”** rating, the employee must significantly and consistently perform at levels above expectations. An employee in this category will regularly exceed job requirements in the area being evaluated—not just once in a while—and achieve correspondingly superior results. This rating will be given sparingly.

For underperforming employees, two ratings are available. **“NEEDS IMPROVEMENT”** is for the employee whose performance is somewhat deficient in the area being evaluated. This employee needs to make some improvements to meet minimum job requirements. An employee who receives three (3) or more “Needs Improvement” ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

The **“UNACCEPTABLE”** rating will be used for an employee whose performance is unsatisfactory in the area being evaluated, and from whom substantial and immediate improvement is necessary. An employee receiving one (1) or more **“UNACCEPTABLE”** ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

Every rating on the performance evaluation except “Meets Expectations” must be supported with a concise but descriptive narrative. Performance ratings should be based primarily on the supervisor’s direct observation or knowledge of the employee’s work, although they may also incorporate verifiable comments from other members of the evaluation team, coworkers or customers when available and/or appropriate.

EVALUATION INTERVIEW Upon completion of the written performance evaluation (and any management approvals required by the department), the supervisor

will meet with the employee to review and discuss the employee’s self-assessment and the supervisor’s written performance evaluation. This meeting serves as an opportunity for a candid discussion between the supervisor and the employee, with a focus on how the employee can achieve maximum productivity.

Two (2) copies of the written performance evaluation should be brought to the evaluation meeting: one to be forwarded to Human Resources for the employee’s personnel file and one to be given to the employee for their personal records. Both copies should be signed by the employee and the supervisor performing the evaluation. The City’s copy should also be signed by the Department Director before being sent to Human Resources.

EMPLOYEE COMMENTS AND ACKNOWLEDGEMENT

The employee will initial the bottom of each page of the performance evaluation to indicate the supervisor has discussed it with him. The employee will also be given the opportunity to respond in writing to their performance evaluation. Brief comments may be added at the time of the performance evaluation interview. Additional feedback, not to exceed one (1) typewritten or handwritten page, may be submitted within ten (10) days after the interview. These comments will be filed with the original performance evaluation form. After 10 days, no further comments will be accepted.

The employee will be expected to sign the performance evaluation, whether or not they agree with the supervisor’s evaluation. The employee’s signature is merely an acknowledgement that the employee had an opportunity to provide input prior to the performance evaluation interview, discuss the performance evaluation with their supervisor and provide verbal and written feedback regarding the content of the performance evaluation. An employee’s refusal to sign the performance evaluation form may lead to disciplinary action.

BEYOND THE PERFORMANCE EVALUATION

FOLLOW-UP Any employee who receives one or more **“Unacceptable”** ratings or three or more **“Needs Improvement”** ratings must meet again with their supervisor to develop a Performance Improvement Plan. The Performance Improvement Plan will outline the performance deficiencies, expectations and steps required for improvement.

Another performance evaluation meeting will be scheduled three (3) months out. If the employee has not made adequate progress, further action will be determined on a case-by-case basis. At minimum, the employee will be scheduled for another 3-month

evaluation. For the most serious shortcomings (e.g., the employee has shown little or no improvement, the shortcomings are seriously disruptive to the operations of the department, the employee is resistant to changing their behavior), employment may be terminated.

In addition to the Performance Improvement Plan, the evaluation team may elect to pursue other disciplinary or remediation procedures.

Although performance evaluations will not be specifically tied to the level of pay increases, underperforming employees, as measured by the performance evaluation process, may be denied a cost-of-living adjustment (COLA).

ONGOING FEEDBACK The performance evaluation is a valuable mechanism to give an employee feedback on their work performance, but it should not be the only source of communication used by a supervisor. Supervisors should provide their employees open and honest feedback on a continual basis, and be receptive to comments from the employee. It is important to address issues in the appropriate manner when they occur as opposed to waiting for a scheduled performance evaluation and presenting a laundry list of issues. If the lines of communication are truly open between a supervisor and employee, there will be no real surprises at the time of the performance evaluation.

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.

End of 2024 City of Westfield Personnel Policies, Procedures and Benefits Manual.



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CITY OF
Westfield
INDIANA®

¹
2024

Personnel Policies, Procedures
and Benefits Manual

Summary of Comments on REDLINE- 2025 Personnel Policies, Procedures, and Benefits Manual.pdf

Page: 1

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5



1.00

STATEMENT OF PURPOSE

1.01

MISSION STATEMENT AND STRATEGIC HABITS

Enhancing Quality of Life through exceptional Service, Integrity & Commitment. The core values of the City of Westfield are: ~~Team Commitment, Safety, Service Excellence, Fiscal Efficiency and Innovation.~~

1.02

PERSONNEL PHILOSOPHY

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

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

1.03

GENERAL POLICY & PROCEDURES CONSIDERATIONS

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

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

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

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

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

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

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CORE VALUES

 Number: 2 Author: Bradie Louks Subject: Cross-Out Date: 11/13/2024 8:54:16 PM
Innovation, Stewardship and Servant Leadership.

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

1.04

PUBLIC SAFETY DEPARTMENTS POLICY & PROCEDURES CONSIDERATIONS

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

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2.00

RECRUITMENT, SELECTION & HIRING

2.01 STATEMENT OF POLICY

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

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

2.02 EQUAL EMPLOYMENT OPPORTUNITY (EEO) STATEMENT

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

of employment.

1. DISCRIMINATION

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

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

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

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

2. SEXUAL HARASSMENT POLICY

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

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

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

3. HARASSMENT

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

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

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

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

4. COMPLAINT PROCESS

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

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

5. NO-RETALIATION POLICY

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

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



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

2.03

AMERICANS WITH DISABILITIES ACT (ADA)

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

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

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

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

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

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

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

2.03 (B)

PREGNANT WORKERS FAIRNESS ACT (PWFA) POLICY

The pregnant workers fairness ACT (PWFA), prohibits

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

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

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

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

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

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

The Providing Urgent Maternal Protections for Nursing

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

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

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

2.04

OPEN-DOOR POLICY

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

2.05

RESPONSIBILITY FOR RECRUITMENT

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

2.06

QUALIFICATION AND SELECTION

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

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

- Personal and work-related references

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

2.07

DRUG AND ALCOHOL-FREE WORKPLACE

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

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

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

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

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

PRE-EMPLOYMENT

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



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

REASONABLE SUSPICION

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

RANDOM DRUG TESTING

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

POST-ACCIDENT TESTING

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

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

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

DRUG TESTING PROCEDURES

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

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

US DEPARTMENT OF TRANSPORTATION (US DOT)

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

DRUG SCREENING

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

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

POST-ACCIDENT TESTING:

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

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

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

2.08 EMPLOYING RELATIVES/ROMANTIC RELATIONSHIPS

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

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

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

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

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

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

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

2.09 SECURITY AND BACKGROUND INFORMATION

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

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

2.10 ORIENTATION

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



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

2.11

EMPLOYMENT ANNIVERSARY DATE

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

2.13. This date is used to compute your eligibility for ~~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, for those positions that longevity pertains to, as further described in Section 4.01.

2.13

EMPLOYMENT STATUS

There are six categories of employment status:

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

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

their probationary training period of employment. An employee working 30 to 37 hours will accrue pro-rated time off based on hours worked. For an example: an employee working 30 hours in a 40 hour per week department will be eligible for 75% of the paid time off benefits (rounded to the nearest full day). For scheduling, if the fixed holiday is the employee's regular scheduled work day, the employee takes the holiday off with pay (not to exceed the pro-rated amount). ~~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 – Part-time employees are generally scheduled no more than 25 hours per week, no more than 1300 hours per calendar year, and have successfully completed their probationary training period of employment. Part-Time Employees have no benefits other than eligible to participate in 457. Part-time employees do not get 457 matching funds.

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

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

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

2.14

RE-EMPLOYMENT

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

Once an employee leaves the employment of the City and is subsequently re-hired, the City- provided benefits will begin as defined in this manual. Prior service and benefits relating to time of service will be "bridged" as described in Section 2.12 of this manual. After the

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paid time off (PTO)

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

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3.00

TRAINING & CAREER DEVELOPMENT

3.01

RESPONSIBILITIES

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

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

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

3.02

DISCIPLINARY PROBATION

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

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

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

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

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

3.03

ATTENDING SEMINARS, CONFERENCES, AND MEETINGS

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

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

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

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

3.04

TRAVEL AND EXPENSE REIMBURSEMENT

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

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

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

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

3.05

SEMINAR/MEETING/CONFERENCE REIMBURSEMENT

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

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

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

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

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

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

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

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

3.06

TUITION AND EDUCATIONAL ASSISTANCE

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

ELIGIBILITY AND TERMS

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



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

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

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

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

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

3.07
PERFORMANCE APPRAISALS

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

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

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

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

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4.00

PERSONNEL BENEFITS

Benefit Programs	Full-Time	Part-Time	Temporary	Seasonal	Interns
Matching FICA and Medicare	Yes ^[1]	Yes	Yes	Yes	No
Health, Dental, Vision	Yes	No	No	No	No
Accident and Life Ins.	Yes	No	No	No	No
125 Plan	Yes	No	No	No	No
^[2] Regular Vacation	Yes**	No	No	No	No
^[8] Personal Hours	^[3] Yes**	^[4] No	^[5] No	^[6] No	^[7] No
Fixed Holiday	Yes	No	No	No	No
^[14] Floating Holidays	^[9] Yes**	^[10] No	^[11] No	^[12] No	^[13] No
Illness in the Family	Yes	No	No	No	No
Sick Leave	Yes**	No	No	No	No
Longevity	Yes***	No	No	No	No
Employee Assistance (EAP)	Yes	No	No	No	No
Retirement Programs					
PERF	Yes	No	No	No	No
457 Plan	Yes	Yes*	No	No	No
401(a) Plan	Yes	No	No	No	No

4.01 ELIGIBILITY

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

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

**Based on Actual Hours Worked

*** Continue longevity for Police^[15] and Fire Department employees

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	Paid Time Off (PTO)			
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	Number: 4	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:57 PM
	Number: 5	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:51 PM
	Number: 6	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:10:01 PM
	Number: 7	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:10:03 PM
	Number: 8	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:42 PM
	Number: 9	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:08 PM
	Number: 10	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:13 PM
	Number: 11	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:16 PM
	Number: 12	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:19 PM
	Number: 13	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:26 PM
	Number: 14	Author: Bradie Louks	Subject: Cross-Out	Date: 11/13/2024 10:09:04 PM
	Number: 15	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 1:38:38 AM
	Department employees			

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

4.02

HEALTH, DENTAL, VISION, ACCIDENT, AND LIFE INSURANCE

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

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

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

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

EARLY RETIREE HEALTH PLAN COVERAGE:

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

following conditions:

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

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

SPECIAL ELIGIBILITY RULE FOR SWORN FIREFIGHTERS:

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

OTHER INFORMATION APPLICABLE TO EARLY RETIREE COVERAGE:

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

	Number: 1	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 1:52:24 AM
	may establish			
	Number: 2	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 1:48:47 AM
	vision, and life			
	Number: 3	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 1:50:07 AM
	and			
	Number: 4	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 1:50:22 AM
	Number: 5	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 1:50:29 AM
	Number: 6	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 1:51:32 AM
	Human Resources Department.			

participating dependents may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage terminates effective as of the last day of the month in which the dependent attains age 26.

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

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

4.03

POST-EMPLOYMENT HEALTH PLAN

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

4.04

EFFECTIVE DATE OF INSURANCE COVERAGE

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

4.05

INSURANCE PORTABILITY (COBRA)

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

4.06

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

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

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

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

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

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

as provided by administrative procedures.

- Disclosures that do not qualify as PHI – protected disclosures include: disclosure of PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosure to worker's compensation providers and those authorized by the worker's compensation providers.
- Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.
- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving worker's compensation and/or medical information received to verify ADA or FMLA status.

4.07

ELECTIVE ADDITIONAL INSURANCE

Additional insurance coverage is available from AFLAC and Symetra Life through payroll deductions for those employees choosing to supplement their medical coverage for themselves or their families. Please see the City's Human Resources Department who will arrange for an appointment with the AFLAC agent. AFLAC, voluntary life and long-term disability are the only additional elective insurance that is available through payroll deduction.

4.08

125 PLAN

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

4.09

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, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment, unless a special circumstance and must be approved by the Mayor or Deputy Mayor/Chief of Staff.

Hire Date	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
JUN 1 - AUG 15	80	100	9
AUG 16 - SEPT 15	140	130	12
SEPT 16 - OCT 15	180	170	16
OCT 16 - NOV 15	220	210	20
NOV 16 - DEC 15	260	250	24
DEC 16 - DEC 31	8	29	28

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 Vacation Eligibility (in days)
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 relevant 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-

	Number: 1	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:08:49 AM
	PAID TIME OFF (PTO)			
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	Paid Time Off (PTO)			
	Number: 3	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:01:14 AM
	numbers			
	Number: 4	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:09:48 AM
	paid time off (PTO)			
	Number: 5	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:06:30 AM
	initial partial calendar year of employment,			
	Number: 6	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:25:37 AM
	PTO			
	Number: 7	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:25:27 AM
	PTO			
	Number: 8	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:25:17 AM
	PTO			
	Number: 9	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:33:55 AM
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	Number: 10	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:22:31 AM
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	Number: 11	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:10:51 AM
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	3			
	Number: 13	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:27:22 AM
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	Number: 14	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:29:25 AM
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	Number: 15	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:18:40 AM
	JUL 1 - AUG 31			
	Number: 16	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:28:42 AM
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	Number: 17	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:28:35 AM
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	Number: 18	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:21:31 AM
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	Number: 19	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:19:07 AM
	SEP 1 - DEC 31			
	Number: 20	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:26 AM
	Number: 21	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:24 AM
	Number: 22	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:21 AM
	Number: 23	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:21:51 AM
	Number: 24	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:36 AM
	Number: 25	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:33 AM
	Number: 26	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:30 AM
	Number: 27	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:14 AM
	Number: 28	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:44 AM
	Number: 29	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:42 AM

as provided by administrative procedures.

- Disclosures that do not qualify as PHI – protected disclosures include: disclosure of PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosure to worker's compensation providers and those authorized by the worker's compensation providers.
- Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.
- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving worker's compensation and/or medical information received to verify ADA or FMLA status.

4.07

ELECTIVE ADDITIONAL INSURANCE

Additional insurance coverage is available from AFLAC and Symetra Life through payroll deductions for those employees choosing to supplement their medical coverage for themselves or their families. Please see the City's Human Resources Department who will arrange for an appointment with the AFLAC agent. AFLAC, voluntary life and long-term disability are the only additional elective insurance that is available through payroll deduction.

4.08

125 PLAN

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

4.09

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, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment, unless a special circumstance and must be approved by the Mayor or Deputy Mayor/Chief of Staff.

Hire Date	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
JAN 1 - AUG 15	80	80	5
AUG 16 - SEPT 15	64	64	4
SEPT 16 - OCT 15	48	48	3
OCT 16 - NOV 15	32	32	2
NOV 16 - DEC 15	16	16	1
DEC 16 - DEC 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 Vacation Eligibility (in days)
2 ND through 3 RD	40	40	39
4 TH through 7 TH	44	43	42
8 TH through 14 TH	48	47	46
15 TH through 21 ST	51	50	49
22 ND and beyond	54	53	52

* 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 relevant 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-

	Number: 30 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:39 AM
	Number: 31 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:28:16 AM
	Number: 32 Author: Bradie Louks The Standard	Subject: Cross-Out	Date: 11/15/2024 2:01:02 AM
	Number: 33 Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 2:57:03 AM
	Number: 34 Author: Bradie Louks coverage(s)	Subject: Cross-Out	Date: 11/15/2024 2:03:11 AM
	Number: 35 Author: Bradie Louks 90 days of employment, unless a special circumstance and must be approved by the Mayor or Deputy Mayor/Chief of Staff.	Subject: Cross-Out	Date: 11/15/2024 2:56:46 AM
	Number: 36 Author: Bradie Louks and Voluntary Life	Subject: Cross-Out	Date: 11/15/2024 2:02:13 AM
	Number: 37 Author: Bradie Louks year	Subject: Cross-Out	Date: 11/15/2024 2:58:11 AM
	Number: 38 Author: Bradie Louks numbers of paid time off	Subject: Cross-Out	Date: 11/15/2024 2:59:26 AM
	Number: 39 Author: Bradie Louks 11	Subject: Cross-Out	Date: 11/16/2024 9:07:49 AM
	Number: 40 Author: Bradie Louks 228	Subject: Cross-Out	Date: 11/16/2024 1:36:27 PM
	Number: 41 Author: Bradie Louks 120	Subject: Cross-Out	Date: 11/16/2024 9:05:38 AM
	Number: 42 Author: Bradie Louks 14	Subject: Cross-Out	Date: 11/16/2024 9:08:07 AM
	Number: 43 Author: Bradie Louks 264	Subject: Cross-Out	Date: 11/16/2024 9:06:46 AM
	Number: 44 Author: Bradie Louks 160	Subject: Cross-Out	Date: 11/16/2024 9:05:50 AM
	Number: 45 Author: Bradie Louks Human Resources Department	Subject: Cross-Out	Date: 11/15/2024 2:04:44 AM
	Number: 46 Author: Bradie Louks 17	Subject: Cross-Out	Date: 11/16/2024 9:08:25 AM
	Number: 47 Author: Bradie Louks 312	Subject: Cross-Out	Date: 11/16/2024 1:36:47 PM
	Number: 48 Author: Bradie Louks 200	Subject: Cross-Out	Date: 11/16/2024 9:05:59 AM
	Number: 49 Author: Bradie Louks 20	Subject: Cross-Out	Date: 11/16/2024 9:08:41 AM
	Number: 50 Author: Bradie Louks 348	Subject: Cross-Out	Date: 11/16/2024 1:37:00 PM
	Number: 51 Author: Bradie Louks 240	Subject: Cross-Out	Date: 11/16/2024 9:06:08 AM
	Number: 52 Author: Bradie Louks 23	Subject: Cross-Out	Date: 11/16/2024 9:08:54 AM
	Number: 53 Author: Bradie Louks 384	Subject: Cross-Out	Date: 11/16/2024 9:07:12 AM
	Number: 54 Author: Bradie Louks 280	Subject: Cross-Out	Date: 11/16/2024 9:06:18 AM
	Number: 55 Author: Bradie Louks Paid Time Off (PTO) Overview	Subject: Cross-Out	Date: 11/15/2024 2:07:06 AM
	Number: 56 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:06:25 AM
	Number: 57 Author: Bradie Louks paid time off (PTO)	Subject: Cross-Out	Date: 11/15/2024 2:07:41 AM
	Number: 58 Author: Bradie Louks time off (PTO)	Subject: Cross-Out	Date: 11/15/2024 2:08:18 AM

Comments from page 18 continued on next page

as provided by administrative procedures.

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AUG 16 - SEPT 15	64	64	4
SEPT 16 - OCT 15	48	48	3
OCT 16 - NOV 15	32	32	2
NOV 16 - DEC 15	16	16	1
DEC 16 - DEC 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.

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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 relevant 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-

	Number: 59 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:33:28 AM
	paid time off		
	Number: 60 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:46:49 AM
	Effective January 1, 2025 paid time off will combine previous vacation, personal hours, and floating holidays into a single bank. This applies to civilian, police and fire personnel, with adjustments based on shift length. Paid time off (PTO) will be awarded as follows:		
	Number: 61 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:33:05 AM
	paid time off		
	Number: 62 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 3:34:19 AM
	Paid time off		

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, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment, unless a special circumstance and must be approved by the Mayor or Deputy Mayor/Chief of Staff.

Hire Date	Days Vacation
JAN 1 - AUG 15	10
AUG 16 - SEPT 15	8
SEPT 16 - OCT 15	6
OCT 16 - NOV 15	4
NOV 16 - DEC 15	2
DEC 16 - DEC 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 Year of Employment*	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
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 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 1 hour 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, unless otherwise approved by the Chief of Staff or Mayor. If additional vacation carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused 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.

4.10

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.

	Number: 1	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:15:49 AM
	Number: 2	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 3:34:39 AM
	Number: 3	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 3:34:54 AM
	Number: 4	Author: Bradie Louks Paid time off	Subject: Cross-Out	Date: 11/15/2024 3:35:08 AM
	Number: 5	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:16:21 AM
	Number: 6	Author: Bradie Louks Paid Time Off (PTO)	Subject: Cross-Out	Date: 11/15/2024 3:35:32 AM
	Number: 7	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 3:35:49 AM
	Number: 8	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:16:59 AM
	Number: 9	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 3:36:06 AM
	Number: 10	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:17:50 AM
	Number: 11	Author: Bradie Louks Paid time off	Subject: Cross-Out	Date: 11/15/2024 4:18:11 AM
	Number: 12	Author: Bradie Louks paid time off.	Subject: Cross-Out	Date: 11/15/2024 3:40:40 AM
	Number: 13	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:18:29 AM
	Number: 14	Author: Bradie Louks Paid Time Off (PTO)	Subject: Cross-Out	Date: 11/15/2024 4:19:32 AM
	Number: 15	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:18:43 AM
	Number: 16	Author: Bradie Louks paid time off.	Subject: Cross-Out	Date: 11/15/2024 3:41:14 AM
	Number: 17	Author: Bradie Louks Paid time off	Subject: Cross-Out	Date: 11/15/2024 4:19:12 AM
	Number: 18	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 3:41:28 AM
	Number: 19	Author: Bradie Louks Paid Time Off (PTO)	Subject: Cross-Out	Date: 11/15/2024 4:20:26 AM
	Number: 20	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 3:41:40 AM
	Number: 21	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:21:18 AM
	Number: 22	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:21:35 AM
	Number: 23	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 3:42:19 AM
	Number: 24	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:21:57 AM
	Number: 25	Author: Bradie Louks Paid Time Off (PTO)	Subject: Cross-Out	Date: 11/15/2024 3:59:58 AM
	Number: 26	Author: Bradie Louks PAID TIME OFF (PTO)	Subject: Cross-Out	Date: 11/15/2024 4:09:29 AM
	Number: 27	Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:22:13 AM
	Number: 28	Author: Bradie Louks numbers	Subject: Cross-Out	Date: 11/15/2024 4:02:28 AM

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.

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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, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment, unless a special circumstance and must be approved by the Mayor or Deputy Mayor/Chief of Staff.

Hire Date	Days Vacation
IN 1 - AUG 15	35
JUG 16 - SEPT 15	39
SEPT 16 - OCT 15	41
OCT 16 - NOV 15	44
NOV 16 - DEC 15	46
DEC 16 - DEC 31	50

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 Year of Employment*	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
2 ND through 3 RD	57	56	55
4 TH through 7 TH	120	120	58
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 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 1 hour 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, unless otherwise approved by the Chief of Staff or Mayor. If additional vacation carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused 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.

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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.

	Number: 29 Author: Bradie Louks paid time off (PTO)	Subject: Cross-Out	Date: 11/15/2024 4:02:52 AM
	Number: 30 Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:22:27 AM
	Number: 31 Author: Bradie Louks initial partial calendar year of employment,	Subject: Cross-Out	Date: 11/15/2024 4:03:53 AM
	Number: 32 Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:23:37 AM
	Number: 33 Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:23:51 AM
	Number: 34 Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:24:20 AM
	Number: 35 Author: Bradie Louks Hours Paid Time Off	Subject: Cross-Out	Date: 11/15/2024 10:05:53 AM
	Number: 36 Author: Bradie Louks 80	Subject: Cross-Out	Date: 11/15/2024 4:11:45 AM
	Number: 37 Author: Bradie Louks JAN 1 - JUN 30	Subject: Cross-Out	Date: 11/15/2024 4:10:36 AM
	Number: 38 Author: Bradie Louks Paid Time Off (PTO)	Subject: Cross-Out	Date: 11/15/2024 4:20:42 AM
	Number: 39 Author: Bradie Louks 40	Subject: Cross-Out	Date: 11/15/2024 4:11:52 AM
	Number: 40 Author: Bradie Louks JUL 1 - AUG 31	Subject: Cross-Out	Date: 11/15/2024 4:11:07 AM
	Number: 41 Author: Bradie Louks 0	Subject: Cross-Out	Date: 11/15/2024 4:11:58 AM
	Number: 42 Author: Bradie Louks SEP 1 - DEC 31	Subject: Cross-Out	Date: 11/15/2024 4:11:21 AM
	Number: 43 Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:24:53 AM
	Number: 44 Author: Bradie Louks 0	Subject: Cross-Out	Date: 11/15/2024 4:12:04 AM
	Number: 45 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:11:25 AM
	Number: 46 Author: Bradie Louks 0	Subject: Cross-Out	Date: 11/15/2024 4:12:10 AM
	Number: 47 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:11:28 AM
	Number: 48 Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:25:06 AM
	Number: 49 Author: Bradie Louks paid time off	Subject: Cross-Out	Date: 11/15/2024 4:25:27 AM
	Number: 50 Author: Bradie Louks 0	Subject: Cross-Out	Date: 11/15/2024 4:12:15 AM
	Number: 51 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:11:31 AM
	Number: 52 Author: Bradie Louks year	Subject: Cross-Out	Date: 11/15/2024 4:14:06 AM
	Number: 53 Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:44:20 AM
	Number: 54 Author: Bradie Louks numbers of paid time off	Subject: Cross-Out	Date: 11/15/2024 4:14:51 AM
	Number: 55 Author: Bradie Louks 11	Subject: Cross-Out	Date: 11/16/2024 1:38:06 PM
	Number: 56 Author: Bradie Louks 228	Subject: Cross-Out	Date: 11/16/2024 1:32:53 PM
	Number: 57 Author: Bradie Louks 120	Subject: Cross-Out	Date: 11/16/2024 1:29:59 PM
	Number: 58 Author: Bradie Louks 14	Subject: Cross-Out	Date: 11/16/2024 1:38:14 PM

Comments from page 19 continued on next page

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.

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Hire Date	Days-Vacation
JAN 1 - AUG 15	10
AUG 16 - SEPT 15	8
SEPT 16 - OCT 15	6
OCT 16 - NOV 15	4
NOV 16 - DEC 15	2
DEC 16 - DEC 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 Year of Employment*	8-Hour Personnel Vacation Eligibility (in hours)	12-Hour Personnel Vacation Eligibility (in hours)	24-Hour Personnel Vacation Eligibility (in days)
2 ND through 3 RD	80	80	6
4 TH through 7 TH	60	59	9
8 TH through 14 TH	63	62	61
15 TH through 21 ST	66	65	64
22 ND and beyond	69	68	67

* 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 1 hour 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.

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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.

4.10

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.

	Number: 59 264	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:31:06 PM
	Number: 60 160	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:30:07 PM
	Number: 61 17	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:38:27 PM
	Number: 62 312	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:33:55 PM
	Number: 63 200	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:30:18 PM
	Number: 64 20	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:38:42 PM
	Number: 65 348	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:34:40 PM
	Number: 66 240	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:30:27 PM
	Number: 67 23	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:38:52 PM
	Number: 68 384	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:31:33 PM
	Number: 69 280	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:30:38 PM

² 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.

^{7.11}

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.

^{13.12}

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

²¹ Month of Employment	¹⁷ Police & Fire Hours Eligibility (8 & 12 Hour Personnel)	¹⁹ Fire Hours Eligibility (24 Hour Personnel)
²⁵ IN - APR	²³	²⁴
MAY - JUN	16	18
JUL - AUG	8	12
AFTER SEPT 1	None	None

²⁸ 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 fire personnel are eligible for 24 hours of personal hours beginning January 1st of each

¹ calendar year.

^{4.13}

FIXED & FLOATING HOLIDAYS

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

⁸ 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. Civilian employees 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 ⁹ 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. ¹¹

2. Fixed ¹⁴ and Floating Holidays during Disciplinary Probation

Employees are eligible for all fixed ¹⁵ and floating holidays, including vacation and sick time, during their disciplinary probationary period.

Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used. ¹⁸

3. Professional Police Officer Fixed ²² and Floating Holidays.

Because of different shift requirements, sworn professional police personnel will be eligible for eight (8) hours (not twelve [12] hours) each fixed and floating holiday approved by the Board of Public Works and Safety of Westfield (for example, if the Board of Public Works and Safety of Westfield approved 13 total holidays, then sworn professional police personnel will receive 104 hours). These hours may be used at

	Number: 1	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:28:42 AM
	Number: 2	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:44:34 AM
	Number: 3	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:58:13 AM
	Number: 4	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 10:00:06 AM
	all Civilian full-time			
	Number: 5	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:32:48 AM
	Number: 6	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 10:01:15 AM
	Number: 7	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:43:39 AM
	Number: 8	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:32:58 AM
	Number: 9	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:33:46 AM
	Number: 10	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:35:46 AM
	Number: 11	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:37:23 AM
	paid time off			
	Number: 12	Author: Bradie Louks	Subject: Inserted Text	Date: 11/15/2024 9:38:01 AM
	, unless otherwise approved by the Mayor or Deputy Mayor/Chief of Staff.			
	Number: 13	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:28:15 AM
	Number: 14	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:38:13 AM
	Number: 15	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:38:32 AM
	Number: 16	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:38:52 AM
	paid time off			
	Number: 17	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:29:04 AM
	Number: 18	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:41:26 AM
	Number: 19	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:29:00 AM
	Number: 20	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:45:05 AM
	Number: 21	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:29:08 AM
	Number: 22	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:41:36 AM
	Number: 23	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:28:54 AM
	Number: 24	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:28:57 AM
	Number: 25	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:28:50 AM
	Number: 26	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:42:33 PM
	104 hours of paid time off and those allocations will be included in the Paid Time Off (PTO) accruals.			
	Number: 27	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 10:03:58 AM
	Number: 28	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 4:28:36 AM
	Number: 29	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 8:47:53 AM
	personnel			

Comments from page 20 continued on next page

~~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.~~

~~4.11~~

~~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.~~

~~4.12~~

~~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 Hours Eligibility (8 & 12 Hour Personnel)	Fire Hours Eligibility (24 Hour Personnel)
JAN - APR	24	24
MAY - JUN	16	18
JUL - AUG	8	12
AFTER SEPT 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 fire personnel are eligible for 24 hours of personal hours beginning January 1st of each~~

~~calendar year.~~

~~4.13~~

~~FIXED & FLOATING HOLIDAYS~~

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

~~*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. Civilian employees 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.~~

~~Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used.~~

~~3. Professional Police Officer Fixed and Floating Holidays.~~

~~Because of different shift requirements, sworn professional police personnel will be eligible for eight (8) hours (not twelve [12] hours) each fixed and floating holiday approved by the Board of Public Works and Safety of Westfield (for example, if the Board of Public Works and Safety of Westfield approved 13 total holidays, then sworn professional police personnel will receive 104 hours). These hours may be used at~~

2024 Holiday Schedule

January 1
January 5
February 6
May 7
July 4
September 9
November 10
November 11
December 24
December 25
December 31
13 Floating
Holidays

JANUARY

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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¹~~Monday, January 1, 2024~~

New Year's Day (observed)

²~~Monday, January 15, 2024~~

Martin Luther King Jr. Day

FEBRUARY

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
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⁴~~Monday, February 19, 2024~~

Presidents' Day

MARCH

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APRIL

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MAY

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⁸~~Monday, May 27, 2023~~

Memorial Day

JUNE

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JULY

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¹²~~Thursday, July 4, 2024~~

Independence Day

AUGUST

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SEPTEMBER

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Monday, ¹⁴~~September 2, 2024~~

Labor Day

OCTOBER

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NOVEMBER

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Thursday, ¹⁵~~November 28, 2024~~

Thanksgiving Day

Friday, ¹⁶~~November 29, 2024~~

Day After Thanksgiving

DECEMBER

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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¹⁷~~Tuesday, December 24, 2024~~

Christmas Eve (observed)

¹⁸~~Wednesday, December 25, 2024~~

Christmas Day (observed)

¹⁹~~Tuesday, December 31, 2024~~

New Year's Eve (observed)

	Number: 1	Author: Bradie Louks	Subject: Underline	Date: 11/16/2024 4:16:58 PM
	Wednesday, January 1, 2025			
	Number: 2	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:17:28 PM
	Monday, January 20, 2025			
	Number: 3	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:08:32 PM
	2025			
	Number: 4	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:17:49 PM
	Monday, February 17, 2025			
	Number: 5	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:14:35 PM
	20			
	Number: 6	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:14:45 PM
	17			
	Number: 7	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:14:56 PM
	26			
	Number: 8	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:18:16 PM
	Monday, May 26, 2025			
	Number: 9	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:15:05 PM
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	Number: 10	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:15:15 PM
	27			
	Number: 11	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:15:24 PM
	28			
	Number: 12	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:18:42 PM
	Friday, July 4, 2025			
	Number: 13	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:15:39 PM
	Number: 14	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:19:07 PM
	September 1, 2025			
	Number: 15	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:19:30 PM
	November 27, 2025			
	Number: 16	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:19:49 PM
	November 28, 2025			
	Number: 17	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:20:14 PM
	Wednesday, December 24, 2025			
	Number: 18	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:21:11 PM
	Thursday, December 25, 2025			
	Number: 19	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:21:37 PM
	Wednesday, December 31, 2025			

the employee's choosing and may be used in one-hour increments. Civilian office personnel working Monday through Friday will observe the fixed holiday schedule as approved by the Board of Public Works and Safety of Westfield. During the first partial year of employment, sworn Professional Police officers are 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 will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Indiana Law Enforcement Academy basic course is in session during a fixed holiday, the probationary officer will bank fixed holiday hours. Any banked fixed holiday hours will be taken as floating holidays. These hours may be used at the employee's choosing and may be used in one-hour increments.

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

4. Professional Fire Personnel Fixed 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 Board of Public Works and Safety of Westfield 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 (24 Hour Personnel)

Month	Floating Days
JAN - MAR	3
APR - JUN	2
JUL - SEPT	1
AFTER OCT 1	0

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

Floating Holidays are not paid upon termination from employment.

4.14

FLOATING HOLIDAYS

If floating holidays have been granted by the Board of Public Works and Safety of Westfield 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 1/2 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 1/2 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.

4.15

PERFECT ATTENDANCE DAY

Employees are awarded one (1) paid day off from work during the twelve-month period following a perfect attendance calendar year. Perfect Attendance is defined as having taken no Sick Leave, Family Illness Leave or Industrial Injury Leave during the calendar year. If an employee takes Compensation Time, Flex Time, or other benefit time in place of Sick Leave, such employee remains eligible for perfect Attendance. This is not a paid

	Number: 1	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 10:08:38 AM
	awarded paid time off. See section 4.09 Paid Time Off (PTO) Overview.			
	Number: 2	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 8:57:07 AM
	Number: 3	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:55:46 AM
	Fixed			
	Number: 4	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:47:20 AM
	Number: 5	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 9:00:15 AM
	paid time off and the accrual will be added into the Paid Time Off (PTO) bucket.			
	Number: 6	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 9:02:36 AM
	Number: 7	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 9:02:21 AM
	paid time off			
	Number: 8	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 9:02:56 AM
	Number: 9	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:51:27 AM
	Number: 10	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 8:53:40 AM
	Number: 11	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:51:18 AM
	paid time off days			
	Number: 12	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 1:46:56 PM
	and those allocations are included in the Paid Time Off (PTO) accruals.			
	Number: 13	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:52:38 AM
	Number: 14	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 9:52:43 AM
	Number: 15	Author: Bradie Louks	Subject: Cross-Out	Date: 11/15/2024 2:48:05 AM

benefit at the time of termination of employment, nor can it be carried over from year to year. A paid day is defined as the employee's normally scheduled work hours in one day (7.5, 8, 12, or 24 hour).

4.16

EMPLOYEE ASSISTANCE PROGRAM

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

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5.00

COMPENSATION & PAYROLL

5.01 COMPENSATION PROGRAMS

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

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

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

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

5.02 PAY PERIODS & NOTICE OF DEPOSIT DELIVERY

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

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

5.03 ATTENDANCE CARDS / FORMS / TIME KEEPING SYSTEM

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



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

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

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

5.04

FAIR LABOR STANDARDS ACT

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

5.04 (B)

FLSA PROTECTIONS TO PUMP AT WORK (PUMP ACT)

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

5.05

OVERTIME PAY / COMPENSATORY TIME

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

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

GENERAL GUIDELINES

1. Overtime and compensatory time off shall be

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

2. Time worked required for continuation of any given assignment beyond the normal workday shall be accumulated to the nearest quarter hour of service performed.
3. All overtime and compensatory time must be pre-authorized by the applicable Department Head. Employees who work unauthorized time without approval may be subject to disciplinary action.
4. 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 regular hourly rate times 1.5.

ADMINISTRATIVE OFFICE PERSONNEL

For those personnel regularly scheduled for 37.5 hours per week:

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

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

PUBLIC SAFETY PERSONNEL (POLICE AND FIRE)

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

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

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



5.06

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

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

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

1. The standard workweek for full-time Non-Exempt Civilian Employees is either 37½ or 40 hours.
2. Any hours worked in excess of the Non-Exempt Civilian Employee's regularly scheduled hours per workweek must have the prior approval of the employee's department head or the department head's designee. Any hours worked by a Non-Exempt Civilian Employee in excess of their regularly scheduled hours for the workweek must fall within the department's budgetary limitations, except in the case of an emergency.
3. Non-Exempt Civilian Employees are required to report all hours worked on a personal time sheet that is signed by the employee's department head or the department head's designee. Failure to accurately report hours worked shall result in employee discipline.
4. Non-Exempt Civilian Employees shall be entitled to compensation at their regular hourly rate for each hour (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 their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the department head must have an understanding with the Non-Exempt Civilian Employee that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Civilian Employee's performance of the overtime work.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

5.07

EXEMPT EMPLOYEES: FLEX TIME OFF

(A) EXEMPT EMPLOYEES: STANDARD WORKWEEK

1. Exempt Employees are required to work the numbers of hours necessary to complete their assigned tasks in any given workweek.
2. Exempt Employees are not entitled to overtime pay.
3. ¹ Exempt Employees, however, shall be entitled to earn "Flex Time Off" ² as set forth in subsection (B).

³ (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 of Staff 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 their 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. ⁴ 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. ⁵ When an Exempt Employee earns flex time off, the employee shall be allowed to accrue a flex time off balance up to 40 hours. Once an Exempt Employee has accrued a balance of 40 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 40 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

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Effective January 1, 2025, exempt employees shall not				
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and must use any remaining "Flex Time Off" accrued in 2024 by March 31, 2025. Any remaining "Flex Time Off" after March 31,, 2025 will be removed and no payment will be made in lieu of remaining "Flex Time Off". Under no circumstances will accrued but unused flex time off be paid out upon separation from employment.				
	Number: 3	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:45:43 PM
	Number: 4	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:46:25 PM
	Number: 5	Author: Bradie Louks	Subject: Cross-Out	Date: 11/16/2024 4:46:46 PM

- ~~1. 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. ² 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, including travel time, with a minimum of 3 hours paid at the overtime rate, even though such work may be completed in less time.

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

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

5.09

WORKER'S COMPENSATION INSURANCE

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

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

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

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

5.10

PAYROLL DEDUCTIONS

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

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

SOCIAL SECURITY TAX - MEDICARE TAX

You pay for one-half of your social security and Medicare tax commonly known as FICA. The City of Westfield pays the other half for you. The social security tax and Medicare tax you pay is withheld from your paycheck. This tax is a percentage of salary (up to a certain annual maximum earnings figure; and the percentage applied to your salary is also subject to change). There are four kinds of government benefits covered by this tax; disability benefits, retirement benefits, Medicare, and survivor benefits. ³

5.11

GARNISHMENTS

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

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



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. Outside employment is prohibited for any medical leave of absence. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. Finally, sick leave may be utilized when an employee is unable to work because the employee is quarantined. However, sick leave shall not be considered a benefit of employment with the City and upon separation from employment for any reason, voluntary or involuntary; the City shall not pay such employee for any unused and/or accumulated sick leave. Pay for sick time will be based upon your normally scheduled workday (7 ½, 8, 12, or 24 hours) and can be taken in half-hour increments.

Employees (other than firefighters) will be permitted to substitute available paid time (e.g. ~~vacation, compensatory time, personal time, or floating holidays~~) for sick days.

COVID-19

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

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

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

EMPLOYEES ON FULL-TIME PROBATIONARY TRAINING EMPLOYMENT STATUS

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



SICK PAY DURING PROBATION

Department	Probation Months	Eligibility for Sick Hours During First 90 Days of Employment	After 90 Days of Employment
Fire Admin	6	0	1 Hour for each remaining full month left in the year
Police Admin	6	0	1 Hour for each remaining full month left in the year
Police Utility Admin	12	0	1 Hour for each remaining full month left in the year
24-Hour Fire	6	0	2 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, they will, with Department Head approval, receive full pay as follows.

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

CARRY OVER SICK HOURS

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

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

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

OTHER SICK LEAVE ADMINISTRATIVE ISSUES

Unless another time period is permitted by law, if illness or injury prevents an employee from reporting for work, they must contact their immediate supervisor of their

absence prior to time they is to begin the workday.

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

A minor illness or injury to an employee may cause a temporary sick leave of up to three (3) days to be granted by the supervisor. No certified medical form is required, but the City of Westfield reserves the right to obtain such a document at any time. Employees off due to illness four (4) days or longer will require medical documentation supporting the need for the absence. 24 Hour Firefighter employees off due to illness for two (2) consecutive assigned workdays will require medical documentation to support the need for the absences. In addition, the City of Westfield may request further medical review of the employee by a City-designated physician at the City's expense.

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

ABSENTEEISM AND ABUSE OF SICK LEAVE

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

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

 Number: 1 Author: Bradie Louks Subject: Cross-Out Date: 11/17/2024 7:04:32 AM

Hire Date:

JAN 1 - MAR 31 72 hours

APR 1 - JUN 30 48 hours

JUL 1 - SEP 30 24 hours

OCT 1 - DEC 31 0 hours

All eligibility occurs after 90 days of employment.

 Number: 2 Author: Bradie Louks Subject: Cross-Out Date: 11/17/2024 7:06:48 AM

Hire Date:

JAN 1 - MAR 31 72 hours

APR 1 - JUN 30 48 hours

JUL 1 - SEP 30 24 hours

OCT 1 - DEC 31 0 hours

All eligibility occurs after 90 days of employment.

SICK HOUR BANK

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

ELIGIBILITY:

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

ENROLLMENT:

1. Employees may elect to participate in the Sick Hour Bank by completing an Enrollment Form and contributing the required number of accumulated Sick Hours to the Sick Hour Bank during the City's Sick Hour Bank open enrollment period.
2. The open Enrollment Period shall begin on December 1st and close on December 31st.
3. To enroll in the Sick Hour Bank the employee must donate ninety-six (96) of their accumulated Sick Hours to the bank.
4. Any employee who fails to complete the Enrollment Form by December 31st and/or contribute the required number of accumulated sick hours during the open enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

CONTINUED PARTICIPATION IN THE SICK BANK:

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

ADMINISTRATION:

1. An employee must be a member of the Sick Hour Bank for at least sixty (60) days prior to applying for benefits from the Sick Hour Bank.
2. The maximum benefit that any individual employee may claim against the Sick Hour Bank in a given calendar year is the lesser of one thousand four hundred and forty (1,440) hours or the balance of

Sick Hours contributed by all City employees that remain in the Sick Hour Bank.

3. Any employee petitioning to utilize the Sick Hour Bank must have utilized all of their paid time off benefits (Sick Hours, Personal Hours, Vacation Days, etc.) before being able to utilize the Sick Hour Bank.
4. Any employee who desires to make a claim against the Sick Hour Bank must submit their request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the employee's medical provider explaining the employee's need for and the expected length of the employee's leave.
5. Claims against the Sick Hour Bank may only be made for the employee's own major medical issue. The Sick Hour Bank does not cover extended leave to care for a family member with a major medical issue.
6. An employee may not make a claim against the Sick Hour Bank during any time period during which they are receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Chief of Staff and/or City Council.
8. Any employee who makes an approved claim against the Sick Hour Bank in a given calendar year will be relieved of the forty-eight (48) sick hour donation requirement for that year.
9. Any Sick Hours donated to the Sick Bank are non-redeemable except for a qualified claim. Hours contributed to the Sick Hour Bank will not be paid out upon termination.

7.02

NATIONAL GUARD, RESERVE DUTY AND TASK FORCE LEAVE

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

Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to a maximum of 120 work-day hours per calendar year, without loss of pay or ~~vacation leave~~, for the time when the employee is: (1) on training duties of the state under the order of the governor as commander in chief; or (2)

a member of any reserve component under the order of the reserve component authority. (I.C. 10-16-7-5(b)). An employee may be required to present copies of military orders or other notification papers to their supervisor to substantiate a requested leave. The portion of any military leaves of absence in excess of 120 work-day hours per calendar year will not be compensated by the City. Unused leave will not carry over into the following year.^[1]

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

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

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

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

7.03

FAMILY MILITARY LEAVE

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

7.04

BEREAVEMENT LEAVE

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

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

Those employees assigned to 7.5 or 8-hour shifts may be granted ~~three (3) days of Bereavement Leave~~^[2]. Those assigned to 12-hour shifts may be granted ~~two (2) days of Bereavement Leave~~^[3]. Those assigned to 24-hour shifts may be granted ~~one (1) day of Bereavement Leave~~^[4] (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 of Staff.

Any other absence in connection with funerals of other relatives or friends may be excused without pay if ~~personal hours are~~^[5] not available. This decision to allow this absence is at the discretion of the Department Heads.

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

7.05

ILLNESS IN THE FAMILY LEAVE

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



 Number: 1 Author: Bradie Louks Subject: Inserted Text Date: 11/17/2024 9:16:18 AM

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

 Number: 2 Author: Bradie Louks Subject: Cross-Out Date: 11/16/2024 5:20:08 PM

five (5) days of Bereavement Leave for spouse, child, step-child, father, step-father, mother, or step-mother and three (3) days of Bereavement Leave for all other family as defined in the above section.

 Number: 3 Author: Bradie Louks Subject: Cross-Out Date: 11/16/2024 5:24:19 PM

four (4) days of Bereavement Leave for spouse, child, step-child, father, step-father, mother, or step-mother and two (2) days of Bereavement Leave for all other family as defined in the above section.

 Number: 4 Author: Bradie Louks Subject: Cross-Out Date: 11/16/2024 5:25:12 PM

two (2) days of Bereavement Leave for spouse, child, step-child, father, step-father, mother, or step-mother and one (1) day of Bereavement Leave for all other family as defined in the above section.

 Number: 5 Author: Bradie Louks Subject: Cross-Out Date: 11/16/2024 5:28:08 PM

paid time off is

7.06**CIVIC LEAVE**

(Jury Duty, Witness Duty)

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

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

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

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

7.07**OTHER LEAVES**

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

7.08**MATERNITY LEAVE**

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

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

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

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

It is the responsibility of the employee to request from Human Resources or their direct supervision a workplace accommodation. [1](#)

7.09**FAMILY AND MEDICAL LEAVE ACT OF 1993**

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

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

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

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

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

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

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

Eligibility

Eligible employees must meet the following criteria:

Have been employed with the City of Westfield for at least 12 months (the 12 months do not need to be consecutive).

Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.

Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

Have given birth to a child.

Be a spouse or committed partner of a woman who has given birth to a child.

Be a parent of a child born via a surrogacy agreement or other similar, legally valid, arrangement.

Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a spouse's child is excluded from this policy.

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

Amount, Time Frame and Duration of Paid Parental Leave

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

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

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

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

Coordination with Other Policies

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

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

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

Requests for Paid Parental Leave

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

7.06**CIVIC LEAVE**

(Jury Duty, Witness Duty)

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

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

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

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

7.07**OTHER LEAVES**

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

7.08**MATERNITY LEAVE**

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

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

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

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

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

7.09**FAMILY AND MEDICAL LEAVE ACT OF 1993**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



The FMLA provides up to either 12 or 26 weeks of job protected leave. Upon return, the employee will be restored to the position they held prior to taking FMLA leave or to an equivalent position with respect to pay, position and responsibility.

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

7.10

VACATION LEAVE (UNPAID)

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

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

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

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8.00

RETIREMENT

8.01 SUMMARY

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

8.02 PUBLIC EMPLOYEES RETIREMENT FUND (PERF)

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

Paramedics are considered civilian employees when

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

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

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

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

8.03 DEFERRED COMPENSATION (SUPPLEMENTAL RETIREMENT OPTION)

457 RETIREMENT PLAN

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

The City’s Director of Human Resources can explain the plan requirements. Changes in payroll deductions should be directed to the Clerk Treasurer’s office. Contact our representative from ~~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, except for employees who participate in the 1977 Fund, for employees that are in Civilian PERF and receive a nonelective contribution in this plan, or employees who have an employment contract that states otherwise. Part-time employees are not eligible for this matching program. The purpose of this matching program is to strongly encourage personal financial saving to secure employees’ future retirement.

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

401(A) ACCOUNT VESTING SCHEDULE:

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

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

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

If you invest \$1,500 into the 457 Retirement Plan or Roth Plan, the City will match that contribution at the rate of \$.667 for each \$1.00 or \$1,000. If you contribute less than 6% into the 457 Retirement Plan or Roth plan, the City will match \$.667 for each \$1.00 you contribute. For example, if your contribution is \$800 then the City will contribute \$533 into your account under the 401(a) Retirement Plan. [2](#)

8.05
CITY NONELECTIVE CONTRIBUTION TO 401(A) PLAN FOR CERTAIN POLICE OFFICERS

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

8.06
1977 POLICE AND FIREFIGHTERS FUND

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

The ‘77 Fund is designed as an employer and employee contributory plan. Each of the eligible participants has a payroll deduction of 6% of a 1st Class Patrolman or 1st



 Number: 1 Author: Bradie Louks Subject: Cross-Out Date: 11/17/2024 7:15:26 AM
the retirement plan

 Number: 2 Author: Bradie Louks Subject: Inserted Text Date: 11/17/2024 7:21:52 AM
8.04 (a) City of Westfield Investment Plan (A 401 (A) Plan) for Employees in the 1977 Police Officer's and Firefighters Retirement Fund

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

Class Firefighter's base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional ~~19.1%~~ 1% of the 1st Class Patrolman or 1st Class Firefighter's base salary plus 20 years of longevity pay into the '77 Fund.

Effective January 1, 2024 the city will contribute an additional 1% for the payroll deduction of a 1st Class Patrolman base salary plus 20 years of longevity for eligible professional police officers. The new payroll deduction for eligible professional police officers will be 5% of a 1st Class Patrolman base salary plus 20 years of longevity. ¹₂

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

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9.00

PERSONAL HEALTH & WELFARE

9.01 ON-THE-JOB INJURY

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

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

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

9.02 ON-THE-JOB SAFETY

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

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

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

9.03

TOBACCO USAGE

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

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

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

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

9.04

SECURITY

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

business hours.

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

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10.00

OPEN-DOOR POLICY

10.01

PHILOSOPHY AND PROCESS

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

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

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11.00

DISCIPLINE & DISCHARGE

11.01 PHILOSOPHY

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

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

11.02 GROUNDS FOR DISCIPLINARY ACTION

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

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

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

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

11.03 TARDINESS / UNEXCUSED ABSENCE

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

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

11.04**EXTENT OF AUTHORITY**

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

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

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

11.05**PROGRESSIVE DISCIPLINE**

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

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

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

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

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

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



the City of Westfield

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

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

11.07

WORKPLACE VIOLENCE POLICY

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

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

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

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

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

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12.00

OTHER RULES AND REGULATIONS

12.01

PURPOSE

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

12.02

PERFORMANCE ON THE JOB

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

12.03

CONDUCT IN THE WORK PLACE

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

be sensitive to the concerns and values of others.

12.04

CONTRACTING CONFLICTS OF INTEREST

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

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

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

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

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

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

12.05

THEFT

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

12.06

BRIBERY, GIFTS, AND GRATUITIES

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

12.07

NOTICE OF ABSENCE OR DELAY

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

12.08

UNIFORMS

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

12.09

DRESS CODE

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

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

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

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

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

12.10

COMMITMENT TO QUALITY

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



conduct will not be tolerated.

12.11 POLITICAL INVOLVEMENT

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

12.12 PERSONNEL INFORMATION CHANGES

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

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

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

12.13 RECORDS DISCLOSURE POLICY

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

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

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

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

12.14 CONFLICT OF INTEREST

An employee who knowingly or intentionally has a

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

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

12.15 BUSINESS / WORK HOURS

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

12.16 LUNCH TIME

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

12.17 RESIGNATION

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

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

12.18 GAMBLING

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

12.19 ETHICS

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

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

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

12.20 TECHNOLOGY RESOURCES POLICY

12.20.1

SUMMARY

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

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

12.20.2

PURPOSE AND SCOPE

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

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

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

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

12.20.3

STATEMENT OF POLICY

PRIVACY, CONFIDENTIALITY AND PUBLIC RECORDS CONSIDERATIONS

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



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

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

OFFICIAL CITY ISSUED E-MAIL ADDRESS

1. To ensure that all correspondence is delivered, all City employees will be assigned an official e-mail address. It is of the expectation that this address, and no other electronic mail address, will be used for all official City electronic mail correspondence. Any employee not utilizing their provided electronic mail address may not receive some or all communication.
2. Users should utilize proper e-mail etiquette including signing e-mail messages with the appropriate identification information, avoiding the use of ALL CAPS (often referred to as e-mail 'shouting'), and refraining from confrontational e-mail messages. Employees are prohibited from sending messages with inappropriate content, such as discriminatory, harassing or otherwise offensive materials. Employees are prohibited from sending e-mail correspondence destined to ALL EMPLOYEES unless previously approved by the Departments' direct Supervisor or Director.

PERMISSIBLE USES

1. AUTHORIZED USERS

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

2. PURPOSE OF USE

- a. The use of any City resources must be related to the identification of one's job responsibilities. Incidental and occasional personal use may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use for personal purposes is subject to the provisions of this policy.

PROHIBITED USES

1. PROHIBITED PURPOSES

- a. Personal use that creates a cost for the City.

- b. Personal monetary gain or for commercial purposes that are not directly related to one's job responsibilities.
- c. Using the work of others in violation of copyright laws
- d. Capturing and viewing other's electronic records except as required in order for authorized employees to diagnose and correct technical issues or abide by legal records requests
- e. Harassment or intimidation of others in any manner including:
 - Creation or distribution of any offensive or disruptive messages, offensive comments about race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, pornography, religious or political beliefs and/or practices, or any category protected under federal, state, or local law.
- f. Violation of Federal, State, or local laws, and regulations
- g. "Spoofing," i.e., constructing an electronic message so it appears to be from someone else without prior proper authorization
- h. Use of an encryption device to restrict or inhibit access
- i. Attempting unauthorized access to City computing resources without prior proper authorization including: breaching of any security measures, intercepting electronic transmissions and transferring or storing electronic transmissions outside of approved methods of transfer and storage.

Any employee that receives prohibited messages has the responsibility to contact their department head and should not attempt to resolve the issue on their own, or forward any of the contents.

CITY EMPLOYEE'S ACCESS AND DISCLOSURE

1. Users must keep their personal username(s) and password(s) confidential. All employees must use two (2) form authentication.
2. General Provisions
 - a. The City reserves the right to access and disclose the contents of all users' electronic records without consent if there is a legitimate business need. All communications sent or received utilizing

any City owned resources may be made available for review.

- b. Electronic records are subject to the provisions of Federal Statute I.C. § 5-14- 3

3. Monitoring of Computing Resources

- a. The City may exercise the right to monitor any and all computing resources to the extent permitted by law, without notice to or further consent by employees.

4. Inspection and Disclosure

The City will inspect and disclose the contents of computing resources when action is necessary in the following conditions:

- i. in the course of an investigation conducted by City officials; or
- ii. to protect health and safety; or
- iii. to prevent the interference of any of the City's missions, objectives, or goals; or
- iv. to acquire information for the completion of one's responsibilities (only in the condition where they has the authority to authorize such action) and that is not more readily available by some other means

Electronic records must be available for inspection and copying by the public agency unless an exception to disclosure, based on the content of the message, applies.

Exemptions to disclosure are set forth in I.C. § 5-143-4 Sections 4(a) and 4(b).

5. Special Procedures to Approve Access to, Disclosure of, or Use of Computing Resources

- a. Any individual seeking to obtain, use, or disclose information who does not have prior consent of the user and/or who does not directly supervise the user, must first obtain written permission from the user's department director. Only after the appropriate written permissions will Informatics grant access to the appropriate folders and/or files associated with the request.

RETENTION AND ARCHIVING OF ELECTRONIC MAIL

Electronic mail messages using City-owned equipment or software may be public record and subject to inspection and discovery. All electronic mail will be destroyed on or after its first (1st) anniversary unless stored within the Informatics' provided folder within each user's Outlook application, or as otherwise required by law.

Note, mail messages that have been previously segregated and/or stored as evidence (functions, policies, decisions,

procedures, operations, or other activities of the City) or because of the value of official City Data, then such messages must be retained, archived, and destroyed in compliance with the Cities and Towns Above 5,000 Population General Retention Schedule (CTGRS) Indiana Commission On Public Records – County Records Management. Printing or storage of messages must comply with records management codes enforced by the State, Local, County, or Federal Governmental Agencies. It is the responsibility of each Department to know their respective records retention laws set forth by the CTGRS and abide by such policies.

All archiving activities or saving of e-mail messages outside of Outlook, Outlook Web Access, or a City provided e-mail enabled telephone device may be destroyed upon recognition.

The City reserves the right to place an official litigation hold or otherwise maintain electronic mail records beyond the 1st anniversary if such records are officially or perceived to be associated with an active investigation. Such requests for records may only originate from City Administration or from any official legal entity as defined by Federal, State, or local statute.

DISCIPLINARY ACTION

Disciplinary action will be taken against individuals found to have engaged in prohibited use of the City's electronic mail or other network. The City reserves the right to skip sections of disciplinary action pending the severity of the offensive usage up to and including a direct referral to City judicial authorities or law enforcement officers. 

12.21

VEHICLE DRIVER POLICY

The purpose of this policy is to ensure that all employees driving City, personal (used for City business), rented or leased vehicles, operate them in a safe manner to prevent personal injury and property damage. The policy further establishes guidelines and standards for use of City, personal (used for City business), rented or leased vehicles. Individual departments may develop more strict guidelines for use, but this policy provides the minimum standard that will be enforced. Violations to this policy may result in suspension or revocation of City driving privileges. If driving is an essential function within the job assignment, suspension or revocation of City driving privileges may result in disciplinary action up to, and including, termination.

DEFINITIONS

For the purposes of this policy, the following definitions apply:

- **CITY VEHICLE** - Any vehicle owned or leased by the City of Westfield.
- **PERSONAL** - Any vehicle that is privately owned but used for City of Westfield business.
- **TAKE-HOME VEHICLE** - Any vehicle owned or leased by the City of Westfield which upon authorization, can be used during both working and non-working hours.



Purpose: This policy establishes guidelines for the acquisition, management, and annual inventory of software and hardware through the IT department. Its objective is to ensure consistency, cost-effectiveness, and accountability in the procurement and tracking of technology resources.

Scope: This policy applies to all employees, departments, and units within the City involved in the acquisition or use of software and hardware.

1. Procurement Process

1.1 Request and Approval

- Initiation: Requests for new software, hardware, or apps must be submitted through a HYPERLINK "https://cityofwestfield.formstack.com/forms/technology_request" [Informatics Request Form](#), available on the City's internal site (The Wire).
- Authorization: All requests must be approved by the department head and the Informatics department. Further discussion will occur with employees and department heads to ensure understanding of the hardware or software use. For high-cost items, additional approval from the Deputy Mayor may be required.
- Vendor Selection: The Informatics department will evaluate and select vendors based on cost, compatibility, and support.

1.2 Budget Compliance

All purchases must adhere to the approved budget for the fiscal year. The Informatics department will review budget implications before finalizing any acquisition. Directors must contact the IT Department via a helpdesk ticket to arrange a time to discuss new systems needed for the following fiscal year no later than April 30 of each calendar year. Negotiating vendor contracts will be handled collectively by the director of the department and the IT director or designee from IT.

1.3 Documentation

Purchase orders, invoices, and contracts must be maintained by the Informatics department for audit and inventory purposes.

2 Asset Management

2.1 Inventory Tracking

All software and hardware must be registered in the City's Asset Management System upon receipt. The Informatics department is responsible for assigning asset tags and updating records with relevant details (e.g., model, serial number, location, user). IT will submit a list of all city software and hardware to the Director of Enterprise Development and Financial Strategist to submit for registration in the City's Asset Management System.

2.2 Usage Monitoring

Regular monitoring of software and hardware usage will be conducted to ensure compliance with licensing agreements and operational efficiency.

2.3 Maintenance and Support

The Informatics department will manage maintenance schedules, updates, and support contracts for all software and hardware.

3 Annual Inventory Process

3.1 Inventory Preparation

- Notification: An annual inventory review will be scheduled at the beginning of each fiscal year. Departments will be notified two weeks in advance.
- Preparation: Departments must prepare all currently assigned hardware, including any discrepancies or issues.

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

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- ii. to protect health and safety; or
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For the purposes of this policy, the following definitions apply:

- **CITY VEHICLE** - Any vehicle owned or leased by the City of Westfield.
- **PERSONAL** - Any vehicle that is privately owned but used for City of Westfield business.
- **TAKE-HOME VEHICLE** - Any vehicle owned or leased by the City of Westfield which upon authorization, can be used during both working and non-working hours.

3.2 Inventory Review

- Verification: The IT department will conduct a physical inventory check to verify the existence and condition of all listed assets.
- Reconciliation: Any discrepancies between the physical inventory and the Asset Management System must be investigated and resolved.

3.3 Reporting

- Findings: A detailed inventory report will be prepared, highlighting discrepancies, obsolete items, and areas for improvement.
- Review Meeting: A review meeting will be held with department heads to discuss the inventory findings and address any issues if appropriate.

3.4 Action Items

- Disposal: Assets identified as obsolete or surplus, will be processed for disposal according to City's procedures and state regulations.
- Replacement: Recommendations for replacement or upgrades will be submitted for budget approval.

4 Compliance and Enforcement

4.1 Policy Adherence

All employees must adhere to this policy. Non-compliance may result in disciplinary action in accordance with City policy.

4.2 Policy Review

This policy will be reviewed annually and updated as necessary to ensure its relevance and effectiveness.

5 Responsibilities

- IT Department: Oversees procurement, asset management, and inventory processes.
- Department Heads: Approve purchase requests and ensure compliance with the policy within their departments.
- Employees: Follow procedures for requesting and managing software and hardware.

6 Definitions

- Asset Management System: The City's database for tracking software and hardware assets.
- Physical Inventory: The actual examination of assets to verify their presence and condition.

This policy is effective as of January 1, 2025 and remains in force until revised or superseded

- **RENTED/LEASED** - Any vehicle that is rented or leased on behalf of the City of Westfield.
- **ACCIDENT** - A City vehicle involved in an incident while being operated that results in any vehicle or property being damaged; any person being injured; or any time an Indiana State Crash Report is completed.

DRIVER SELECTION

Drivers must meet the following criteria in order to drive a City vehicle:

- Minimum three (3) years of driving experience
- Have a valid Indiana driver's license, with any endorsements required by their job description
- Meet the MVR criteria (*see below*)

MOTOR VEHICLE RECORD CRITERIA

A formal review of the driver's Motor Vehicle Record (MVR) will be conducted during the hiring/orientation process. MVR reviews may be repeated annually at the City's discretion. The purpose of this program is to measure driver performance based on incident/violation information and to determine adequate skills while operating a vehicle used for City business.

A driver whose MVR includes any of the following violations during the most recent three (3) year period (unless otherwise stated) may not meet the City insurer's underwriting criteria and would be considered an unacceptable driver:

- At-fault accidents - 2 or more
- DWI/DUI
- Drug offense
- Eluding a police officer
- Felony committed with a motor vehicle
- Foreign citizens with no historical driving record available
- Hit & Run/Leaving the scene of an accident
- Moving violations - 3 or more (*NOTE: Texting or cell phone violations are considered moving violations because they increase the chance of being in an accident. Seat belt violations are not moving violations.*)
- Moving violations & accidents- more than 2 moving violations and/or at fault accidents within the past 12 months
- Open container violation
- Passing a stopped school bus
- Racing or speed contest violation
- Reckless driving
- Speeding- 25mph or more above the speed limit
- Speeding- 10mph or more over the speed limit in a school zone
- Suspended license
- Suspended license history- Drivers who have had 3 or more license suspensions as a result of moving violations
- Temporary Operators Permit

GENERAL VEHICLE GUIDELINES

- Only authorized City employees may operate a city vehicle and an employee shall have a City ID card in their possession.
- All employees operating a City vehicle must adhere to all local, state and federal traffic laws.
- All employees operating a City vehicle must be 18 years of age.
- All personnel and passengers shall use lap/shoulder belts during the operation of the vehicle. The number of passengers in a City vehicle shall not exceed the number of lap/shoulder belts available.
- While conducting City business, employees may take their assigned City vehicle anywhere in Indiana. City business outside of Indiana must be authorized by the employee's Department Head.
- Employees on extended leave or suspension of any kind shall not operate City vehicles.
- Employees shall not consume alcoholic beverages before or while operating any City vehicle at any time. Employees must always also remain in compliance with the City's Drug-Free Workplace policy while operating a City vehicle.
- Smoking is prohibited in all City vehicles.
- All drivers are expected to exercise sound judgment at all times when using a City vehicle and should avoid the appearance of misuse.
- Abuse or intentional damage to any City vehicle/equipment will result in disciplinary action, up to and including termination.
- Any employee that has had their driver's license suspended or revoked for any reason must report the suspension to their supervisor immediately. Supervisors will then report the information to the Human Resource Department.
- City vehicles/equipment are not to be modified in any way. Modifications include, but are not limited to, audio equipment, window tinting, lights, changes to the engine/performance, drilling/bolting/screwing equipment to vehicle, etc. Any modifications must be coordinated through the Fleet Manager.
- The City is not responsible at any time for loss or damage to any personal property being carried or left in a City vehicle.
- Any traffic or parking violation committed by an employee in a City vehicle is the responsibility of the employee. The City will not pay for traffic or parking tickets.

VEHICLE MAINTENANCE, CLEANLINESS, REPAIRS, AND DAMAGES

All City vehicles shall have regular preventative maintenance plans in place. The Fleet Manager will contact supervisors, or assigned operators of the vehicle, when City vehicles are due for routine maintenance. Every effort should be made by the assigned operator to notify the Fleet Manager in instances that they are aware that routine maintenance is nearing.

When a vehicle is scheduled to be serviced, the vehicle must be dropped off at the Street Barn by 7:30am or the night before the scheduled date.

If a problem with the scheduled date should occur the Fleet Manager must be notified before the scheduled date.

Employees that drive a City vehicle are required to report any damage, malfunctions, needed repairs or any other vehicle related problems to their supervisor as well as the Fleet Manager. If a sudden vehicle breakdown should occur, the driver should report immediately to their supervisor as well as the Fleet Manager.

- Employees that drive City vehicles are expected to keep City vehicle interiors and exteriors clean. Any city vehicle may be subject to inspection by their supervisor or the Fleet Manager for cleanliness at any time.
- Interiors shall remain free of debris and trash at all times.
- Exterior windows shall remain clean of any material restricting visibility.
- Exterior underbody and body shall be free of salt and dirt upon completion of duties assigned to prevent vehicle deterioration.

VEHICLE FUELING

An employee who is assigned use of a City vehicle, whether on a temporary or long-term basis, is responsible for fueling the vehicle. The City will pay for the purchase of all fuel used by City vehicles in the course of City business. The City may set limits on gas used for commuting purposes. Fueling takes place at the Bus Barn.

Lost or faulty fuel keys should be reported to the Fleet Manager immediately for deactivation and replacement. Personal vehicles may not be refueled using City fueling sites. If a personal vehicle is used for City business, the employee may submit a mileage reimbursement request using the proper travel form and submit it to the Clerk's Office.

TAKE-HOME VEHICLES

Employees may, upon approval of the Mayor, Chief of Staff, or Department Head, be assigned a take-home vehicle on a permanent or semi-permanent basis. A take-home vehicle is considered a taxable benefit under the IRS and the employee will be liable for all associated taxes in accordance with the law. An employee with a take home vehicle shall follow the following provisions:

- City vehicles are to be used for City business only, with the exception of personal errands during travel to and from the

worksite, unless expressly authorized by the Mayor, Chief of Staff, or Department Head.

- Department Heads must notify the Clerk's Office and Human Resources Department of employees who are assigned takehome vehicles.
- All City vehicles shall be clearly marked as City of Westfield vehicles, unless otherwise approved by the Mayor.
- Outside of normal business hours, take-home vehicles may only be operated in Hamilton County and the counties that boarder Hamilton County. A driver must seek prior approval through their Department Head before using a take-home vehicle outside of Hamilton County or its surrounding counties. If approval is granted on a permanent or semi-permanent basis, an acknowledgement must be signed and submitted to Human Resources to be stored in the employee's personnel file.
- Employees away from work for a period longer than five (5) business days (not including weekends) shall leave their assigned vehicles on City premises and turn the keys into their supervisor or Department Head. Employees on extended leave or suspension of any kind shall not operate City vehicles.
- A list of employees authorized to use a take-home vehicle is updated semi-annually and is maintained by the Fleet Manager.
- Whenever a position becomes vacant, the authorization for a take home vehicle will be re-evaluated.
- Family members are not allowed to drive a take-home vehicle, only authorized employees.

VEHICLE ACCIDENT

In accordance with federal law, ANY accident involving a City owned motor vehicle MUST be reported to the proper authorities. The reporting of an accident will occur immediately after the incident; failure to do so shall be considered cause for disciplinary action and possible termination. Below is the city's vehicle accident protocol.

- **DO NOT MOVE VEHICLES UNLESS INSTRUCTED BY POLICE.**
- If someone is injured, call 911 immediately.
- If no one is injured, call Dispatch (317-773-1300).
- Determine a safe spot for yourself at the accident site to wait for Police.
- Collect your Driver's License, Registration, and City Fleet Insurance Card.
- If the scene is determined to be safe by Police, take photos of the vehicle(s) involved.
- Call your immediate supervisor and make them aware. If your immediate supervisor is not available, then call the Fleet Manager.



- **DO NOT DISCUSS WHAT HAPPENED WITH THE OTHER MOTORISTS.**
- **DO NOT DISCUSS FAULT.**
- Once the Police arrive, answer whatever questions they ask.
- Once the police report has been made, please bring the report number to your immediate supervisor and Fleet Manager.
- **DO NOT LEAVE UNTIL POLICE SAY THEY HAVE WHAT THEY NEED.**
- **ALL VEHICLE ACCIDENTS MUST BE REPORTED TO HUMAN RESOURCES WITHIN 24 HOURS.**

12.22

FRINGE BENEFITS POLICY

EMPLOYER-PROVIDED CELL PHONES

The value of the business use of an employer-provided cell phone, provided for non-compensatory business reasons, is excludable from an employee's income as a working condition fringe benefit. Working condition exclusions apply to property and services the City of Westfield provides to an employee so that the employee can perform their job. It applies to the extent the cost of the property or services would be allowable as a business expense or depreciation expense deduction to the employee if they had paid for it. The employee must meet any substantiation requirements that apply to the deduction.

Similarly, personal use of the cell phone, is excludable from an employee's income as a de minimis fringe benefit. A de minimis benefit is any property or service you provide to an employee that has so little value (considering how frequently you provide similar benefits to your employees) that accounting for it would be unreasonable or administratively impractical.

The IRS will treat the value of any personal use of a cell phone provided by the employer primarily for non-compensatory business purposes as excludable from the employee's income as a de minimis fringe benefit. The rules of this notice apply to any use of an employer-provided cell phone occurring after December 31, 2009. The application of the working condition and de minimis fringe benefit exclusions under this notice apply solely to employer-provided cell phones and should not be interpreted as applying to other fringe benefits.

FRINGE BENEFIT POLICY-TRANSPORTATION (COMMUTING) BENEFIT

Employees of the City of Westfield who are assigned a City vehicle for duty to domicile travel are subject to Internal Revenue Service rulings regarding such usage. The use of such a vehicle for commuting is considered by the IRS to be a taxable benefit. A value must be established and the total annual amount reported to the IRS on each employee's W-2 Form.

The City shall require mileage log books in all City Vehicles and employees may be required to log mileage and purpose of trip.

FAIR MARKET VALUE (FMV)

The FMV of a fringe benefit is the amount an employee would have to pay a third party in an arm's length transaction to buy or lease the benefit. Neither the amount the employee considers to be the value of the fringe benefit nor the cost you incur to provide the benefit determines its FMV. In general, a comparable lease term would be the amount of time the vehicle is available for the employee's use, such as a one-year period. Don't determine the FMV by multiplying a cents-per-mile rate times the number of miles driven unless the employee can prove the vehicle could have been leased on a cents-per-mile basis.

WHAT IS PERSONAL USE?

The following are examples of taxable personal use of an employer-provided vehicle:

- Commuting between residence and work station
- Vacation or weekend use

Upon review of IRS Publication 15-B, Employer's Tax Guide to Fringe Benefits, there are three rulings available with which this benefit can be valued. They are summarized below.

MILEAGE TEST

A vehicle meets the mileage test for a calendar year if both of the following requirements are met.

- The vehicle is actually driven at least 10,000 miles during the year. If the City owns or leases the vehicle only part of the year, the 10,000-mile requirement should be reduced proportionately.
- The vehicle is used during the year primarily by employees or used consistently by employees for the purpose of commuting.

CENTS-PER-MILE RULE

Determine the value of the vehicle provided to the employee, by multiplying the standard mileage rate according to the IRS for that specific year by the total miles the employee drives the vehicle for personal use. The amount must be included in the employee's wages or reimbursed by the employee.

Use the Cents-Per-Mile Rule if either of the following requirements is met:

It can be reasonably expected the vehicle will be used throughout the calendar year, and at least 50% of the vehicle's total annual mileage serves the City of Westfield by conducting city business.

The vehicle meets the mileage test. The vehicle is driven 10,000 miles during one calendar year, and is used by the employee as their primary commuting vehicle.

COMMUTING RULE

The value of a vehicle provided to the employee who commutes is multiplied by \$1.50 each way (or \$3.00 per day). This must be included in the employee's wages or reimbursed by the employee. Use the Commuting Rule when all of the following criteria are met:

- The provided vehicle is used by a City employee for use in their trade or business and, for bona fide non-compensatory business reasons, such as the employee commuting in the vehicle on a temporary basis;
- A written policy does not allow an employee to use the vehicle for personal purposes other than commuting or de minimus personal use;
- The employee does not use the vehicle for personal purposes other than commuting and de minimus personal use.

DE MINIMUS TRANSPORTATION

A de minimus transportation benefit is any local transportation benefit provided to an employee that has so little value that accounting for it would be unreasonable or administratively impractical.

LEASE VALUE RULE

Determine the value provided to the employee by using its annual lease value. Substantiate usage by providing mileage, the time and place of travel, and the business purpose related to traveling. Any use of a leased City provided vehicle that isn't substantiated as business use is included as income. Begin this rule on the first day a vehicle is made available to any employee.

Use the lease value rule when the following requirement applies:

The vehicle is leased and used as the employee's vehicle in which they commute to and from the employee's job for the City of Westfield.

Use the Cents-Per-Mile Rule or Commuting Rule when a city-owned leased vehicle is used in a temporary situation such as traveling to and from a conference or seminar when the commuting or cents per mile rules would apply.

CALCULATION OF ANNUAL LEASE VALUE

Determine the Fair Market Value (FMV) of the automobile on the first date it is available to any employee for personal use.

Using the accompanying table, read down column 1 until you come to dollar range within which the FMV of the automobile falls.

Read across to column 2 to find the annual lease value.

Multiply the annual lease value by the percentage of personal miles out of total miles driven by the employee while being driven for personal use.

AUTOMOBILE FAIR MARKET VALUE**ANNUAL LEASE VALUE**

\$ 0 to 999	\$ 600
\$ 1,000 to 1,999	\$ 850
\$ 2,000 to 2,999	\$ 1,100
\$ 3,000 to 3,999	\$ 1,350
\$ 4,000 to 4,999	\$ 1,600
\$ 5,000 to 5,999	\$ 1,850
\$ 6,000 to 6,999	\$ 2,100
\$ 7,000 to 7,999	\$ 2,350
\$ 8,000 to 8,999	\$ 2,600
\$ 9,000 to 9,999	\$ 2,850
\$ 10,000 to 10,999	\$ 3,100
\$ 11,000 to 11,999	\$ 3,350
\$ 12,000 to 12,999	\$ 3,600
\$ 13,000 to 13,999	\$ 3,850
\$ 14,000 to 14,999	\$ 4,100
\$ 15,000 to 15,999	\$ 4,350
\$ 16,000 to 16,999	\$ 4,600
\$ 17,000 to 17,999	\$ 4,850
\$ 18,000 to 18,999	\$ 5,100
\$ 19,000 to 19,999	\$ 5,350
\$ 20,000 to 20,999	\$ 5,600
\$ 21,000 to 21,999	\$ 5,850
\$ 22,000 to 22,999	\$ 6,100
\$ 23,000 to 23,999	\$ 6,350
\$ 24,000 to 24,999	\$ 6,600
\$ 25,000 to 25,999	\$ 6,850
\$ 26,000 to 27,999	\$ 7,250
\$ 28,000 to 29,999	\$ 7,750
\$ 30,000 to 31,999	\$ 8,250
\$ 32,000 to 33,999	\$ 8,750
\$ 34,000 to 35,999	\$ 9,250
\$ 36,000 to 37,999	\$ 9,750
\$ 38,000 to 39,999	\$ 10,250
\$ 40,000 to 41,999	\$ 10,750
\$ 42,000 to 43,999	\$ 11,250
\$ 44,000 to 45,999	\$ 11,750
\$ 46,000 to 47,999	\$ 12,250
\$ 48,000 to 49,999	\$ 12,750
\$ 50,000 to 51,999	\$ 13,250
\$ 52,000 to 53,999	\$ 13,750
\$ 54,000 to 55,999	\$ 14,250
\$ 56,000 to 57,999	\$ 14,750
\$ 58,000 to 59,999	\$ 15,250





APPENDICES

CITY OF WESTFIELD, INDIANA PERFORMANCE MANAGEMENT GUIDELINES FOR FULL-TIME CIVILIAN EMPLOYEES

INTRODUCTION

PURPOSE AND SCOPE The Performance Management Guidelines set forth the policies and procedures necessary to establish and administer the City of Westfield performance management process for full-time civilian employees. This document does not apply to sworn police officers or firefighters, or to part-time, seasonal and temporary employees.

GOALS The City's ability to provide quality services to residents and visitors is closely tied to the performance of its employees. To measure and manage performance in order to assist in achieving optimal outcomes, the City implemented a written performance management system in 2015.

The goals of performance management under this system are to:

- Create an ongoing dialogue between supervisors and employees regarding the City's expectations and the employee's progress is meeting those expectations;
- Document performance based on assigned job duties and established performance goals;

- Create a consistent and permanent record of an employee's performance;
- Identify opportunities for continuing training and education to enhance the skills required by the employee's position, or necessary for advancement;
- Establish measurable performance goals for the upcoming year;
- Identify obstacles that prevent the employee from performing at optimum levels;
- Develop plans to improve performance that does not meet expectations;
- Enable management to make informed decisions regarding an employee's job assignments and/or continued employment with the City; and
- Establish eligibility for annual salary increases.

ROLES AND RESPONSIBILITIES The Human Resources Department will oversee the performance management process, develop or amend policies and procedures as needed, ensure supervisors are properly trained to evaluate employees and establish annual deadlines. The Department of Human Resources will collect and maintain all performance evaluations and analyze data on a supervisory, department and City-wide level.

Department Directors will ensure performance evaluation are completed in a timely manner for their departments. All performance evaluations must be reviewed and signed by the Department Director before being submitted to Human Resources.

Supervisors with direct and/or indirect oversight will evaluate subordinate employees. This is the most critical element of the process. In order to protect the integrity of the entire process, supervisors are required to be trained in the performance management process. Their work will be reviewed by the Department Director and by the Director of Human Resources.

Employees will be required to complete a self-assessment form and to engage with their supervisor during the performance evaluation interview. Employees are not asked or expected to evaluate their supervisors, although relevant comments made in the course of the performance management process may be used in their supervisor's own performance evaluation.

THE MANAGEMENT PROCESS

PERFORMANCE MANAGEMENT SCHEDULE The performance management process has two components to be completed annually: an employee self-assessment and a supervisor evaluation. A Performance Improvement Plan will also be required in some cases. The 2024 schedule is outlined below.

- a) Supervisor provides employee with self-assessment form no earlier than September 2, 2024, and no later than November 1, 2024, and sets date and time for performance evaluation meeting (employee must have at least five (5) calendar days to complete self-assessment form).
- b) Employee completes self-assessment form and returns to supervisor no less than two (2) calendar days before performance evaluation interview.
- c) Supervisor completes written performance evaluation form, excluding achievements and goals.
- d) Supervisor(s) meets individually with employee to review employee's self-assessment and to discuss supervisor's performance evaluation, no later than November 8, 2024. 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 November 29, 2024. Department keeps a copy.

- f) Employee has ten (10) calendar days following the performance evaluation interview to append no more than one (1) page of written comments to the evaluation, with original to Human Resources and copy to Department Director.
- g) Second evaluation interview and Performance Improvement Plan, when required, are completed and submitted to Department Director for review and signature no later than December 20, 2024. 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 March 20, 2025. Original signed form is sent to Human Resources no later than April 4, 2025. Department and employee each get a copy.

EMPLOYEE SELF-ASSESSMENT Employees are expected to honestly assess their strengths and weaknesses and to develop work-related goals for the following year. Employees may also identify desired training and/or career development to help enhance skills for their positions or to prepare them for advancement. Training opportunities are provided at the sole discretion of the department.

SUPERVISOR'S PERFORMANCE EVALUATION

The performance evaluation 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 2024, 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



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	April 3, 2026			
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adhering to the City's Goals of Employee Engagement, Enhanced Infrastructure, Safe City, Fiscal Responsibility and Excellence in Customer Relations.

PERFORMANCE RATINGS The evaluation structure for personal/work attributes utilizes a 4-tier rating system:

- **Meets Expectations**
- **Exceeds Expectations**
- **Needs Improvement**
- **Unacceptable**

"MEETS EXPECTATIONS" is a positive rating. This indicates the employee is meeting all job requirements in the area being evaluated, performs consistently and dependably in this regard, and achieves fully satisfactory results. It is expected that most employees will be given this rating level.

To receive an **"EXCEEDS EXPECTATIONS"** rating, the employee must significantly and consistently perform at levels above expectations. An employee in this category will regularly exceed job requirements in the area being evaluated—not just once in a while—and achieve correspondingly superior results. This rating will be given sparingly.

For underperforming employees, two ratings are available. **"NEEDS IMPROVEMENT"** is for the employee whose performance is somewhat deficient in the area being evaluated. This employee needs to make some improvements to meet minimum job requirements. An employee who receives three (3) or more "Needs Improvement" ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

The **"UNACCEPTABLE"** rating will be used for an employee whose performance is unsatisfactory in the area being evaluated, and from whom substantial and immediate improvement is necessary. An employee receiving one (1) or more **"UNACCEPTABLE"** ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

Every rating on the performance evaluation except "Meets Expectations" must be supported with a concise but descriptive narrative. Performance ratings should be based primarily on the supervisor's direct observation or knowledge of the employee's work, although they may also incorporate verifiable comments from other members of the evaluation team, coworkers or customers when available and/or appropriate.

EVALUATION INTERVIEW Upon completion of the written performance evaluation (and any management approvals required by the department), the supervisor

will meet with the employee to review and discuss the employee's self-assessment and the supervisor's written performance evaluation. This meeting serves as an opportunity for a candid discussion between the supervisor and the employee, with a focus on how the employee can achieve maximum productivity.

Two (2) copies of the written performance evaluation should be brought to the evaluation meeting: one to be forwarded to Human Resources for the employee's personnel file and one to be given to the employee for their personal records. Both copies should be signed by the employee and the supervisor performing the evaluation. The City's copy should also be signed by the Department Director before being sent to Human Resources.

EMPLOYEE COMMENTS AND ACKNOWLEDGEMENT

The employee will initial the bottom of each page of the performance evaluation to indicate the supervisor has discussed it with him. The employee will also be given the opportunity to respond in writing to their performance evaluation. Brief comments may be added at the time of the performance evaluation interview. Additional feedback, not to exceed one (1) typewritten or handwritten page, may be submitted within ten (10) days after the interview. These comments will be filed with the original performance evaluation form. After 10 days, no further comments will be accepted.

The employee will be expected to sign the performance evaluation, whether or not they agree with the supervisor's evaluation. The employee's signature is merely an acknowledgement that the employee had an opportunity to provide input prior to the performance evaluation interview, discuss the performance evaluation with their supervisor and provide verbal and written feedback regarding the content of the performance evaluation. An employee's refusal to sign the performance evaluation form may lead to disciplinary action.

BEYOND THE PERFORMANCE EVALUATION

FOLLOW-UP Any employee who receives one or more **"Unacceptable"** ratings or three or more **"Needs Improvement"** ratings must meet again with their supervisor to develop a Performance Improvement Plan. The Performance Improvement Plan will outline the performance deficiencies, expectations and steps required for improvement.

Another performance evaluation meeting will be scheduled three (3) months out. If the employee has not made adequate progress, further action will be determined on a case-by-case basis. At minimum, the employee will be scheduled for another 3-month



evaluation. For the most serious shortcomings (e.g., the employee has shown little or no improvement, the shortcomings are seriously disruptive to the operations of the department, the employee is resistant to changing their behavior), employment may be terminated.

In addition to the Performance Improvement Plan, the evaluation team may elect to pursue other disciplinary or remediation procedures.

Although performance evaluations will not be specifically tied to the level of pay increases, underperforming employees, as measured by the performance evaluation process, may be denied a cost-of-living adjustment (COLA).

ONGOING FEEDBACK The performance evaluation is a valuable mechanism to give an employee feedback on their work performance, but it should not be the only source of communication used by a supervisor. Supervisors should provide their employees open and honest feedback on a continual basis, and be receptive to comments from the employee. It is important to address issues in the appropriate manner when they occur as opposed to waiting for a scheduled performance evaluation and presenting a laundry list of issues. If the lines of communication are truly open between a supervisor and employee, there will be no real surprises at the time of the performance evaluation.

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.

- **1 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.

End of 2024 City of Westfield Personnel Policies, Procedures and Benefits Manual.



Page: IV

	Number: 1	Author: Bradie Louks	Subject: Cross-Out	Date: 11/17/2024 8:24:43 AM
	Number: 2	Author: Bradie Louks	Subject: Cross-Out	Date: 11/17/2024 8:24:23 AM
	Number: 3	Author: Bradie Louks	Subject: Cross-Out	Date: 11/17/2024 8:25:02 AM
	2025			

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UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary 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 public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** _____

2. **Title or Position With Governmental Entity:** _____

3. a. **Governmental Entity:** _____

b. **County:** _____

4. **This statement is submitted (check one):**

a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☐ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** _____

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

_____	_____
Date Submitted <i>(month, day, year)</i>	Date of Action on Contract or Purchase <i>(month, day, year)</i>

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: _____
(month, day, year)

Printed Name: _____
(Please print legibly.)

Email Address: _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

CONTRACT AMENDMENT NO. 1

This Agreement is entered into as of this ____ day of _____, 2024, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the CONSULTANT located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and City of Westfield, hereinafter called "Client," located at 2728 East 171st Street, Westfield, Indiana, 46074.

WITNESSETH

WHEREAS, the Client and CONSULTANT did, April 27, 2022, entered into an agreement to provide services toward construction of roadway improvements along Union Street, Roosevelt Street, Cherry Street, and College Street.

WHEREAS, THE CONSULTANT desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and THE CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

THE CONSULTANT shall, in a professional manner, perform the amended services set forth in Exhibit A, attached to this Agreement.

II. COMPENSATION

A. THE CONSULTANT compensation shall be amended as set forth in Exhibit B for services rendered under this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

CITY OF WESTFIELD

VS ENGINEERING, INC.

By: _____

Scott Willis, Mayor

(Date)

Witness:

By: _____

Johnathon Nail, Public Works Director

(Date)

By: _____

Andrew L. Bender, P.E., Vice President

11/14/2024
(Date)

By: Christopher L. Waidner

Chris Waidner, P.E., Indiana Transportation Director

11/14/2024
(Date)

EXHIBIT A

THE CONSULTANT is pleased to present this amendment to the Client for the addition of design services on the Union Street, Roosevelt Street, Cherry Street, and College Street roadway improvements project.

ADDITIONAL SCOPE OF WORK

A. PROJECT MANAGEMENT & COORDINATION

The CONSULTANT'S proposed Project Manager and key personnel will meet with Client officials and refine project concepts, time schedules, deliverables, budgets and project approach to address the additions to the project's scope.

B. TOPOGRAPHIC SURVEY DATA COLLECTION

CONSULTANT shall prepare and record a Location Control Route Survey Plat (LCRSP) depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

C. DESIGN

Street Lighting:

CONSULTANT shall provide services associated with the design of roadway level lighting using Client standard poles and luminaires.

- Street Lights along east side of Union St. and associated service point.
- Rough costs and layout for potential extension of street lights along College Ave.
- Service point for future street lights at Friends Church parking lot south of Roosevelt St.

Overhead Electric Power Relocation to Underground:

CONSULTANT shall provide services associated with the coordination of relocating overhead electric power facilities to underground facilities.

- Burying of Overhead Electric Power along Union St.
- Coordination with Client, Utility Company, and adjacent Property owners on clearance requirements, tree removal, R/W, Easements, and service connections.
- Coordination with Utility Company on buried utility infrastructure requirements and connections.

Drainage Bioswales:

CONSULTANT shall provide services associated with the construction of drainage bioswales.

- Along east side of Union St.
- Bioswales to match layout of existing bioswale facilities along west side of Union St.
- Bioswale outlets to connect into existing storm sewer along west side of Union St.
- Coordination with Client and adjacent Property owners on Utility Company on buried utility infrastructure requirements and connections.

Multi-Use Path:

CONSULTANT shall provide services associated with the design of a multi-use path to current ADA standards.

- Along east side of Union St.
- Along north side of College Ave.

Union Bible College:

CONSULTANT shall provide services associated with Union Bible College coordination to address their concerns associated with the project.

- Incorporation of their proposed Dining Hall addition.
- Impacts to the long-term master plan.
- Impacts to their existing parking.
- Access to their existing facilities.
- Improvements to their College Ave. entrances.

Friends Church:

CONSULTANT shall provide services associated with Friends Church coordination to address their concerns associated with the project.

- Modifications of their existing parking lot on south side of Roosevelt St.
- Relocation of their existing sign.
- Modifications to their existing pedestrian access to Union St.
- Modifications to existing utility service connections.

Cherry Street Reconstruction:

CONSULTANT shall provide services associated with the reconstruction of Cherry Street.

- Analysis of Midland Development grades to ensure positive drainage and tie into the development's improvements along Cherry St.
- Lowering of roadway profile to facilitate positive drainage into the roadways urban curb and gutter section and elimination of roadway swales and driveway culverts.
- Modifications to existing drainage and utility service connections.

D. UTILITY COORDINATION

The CONSULTANT shall conduct additional coordination with utilities to address changes in project scope.

E. R/W ENGINEERING

The CONSULTANT shall provide the following R/W Engineering Services.

- Title Research Services
CONSULTANT will conduct 20-year chain of title search and prepare T&E reports.
- Right of Way Plan Development Services
CONSULTANT will complete the following Right of Way Plan development services.
 - Review LCRSP against design plans and generate report
 - Review T&E report

- o Create parcel worksheet
 - o Confirm property lines and coordinate geometry
 - o Prepare Exhibit "A"
 - o Prepare Exhibit "B"
 - o Additional descriptions for easements
 - o Review parcel packet and certify
- Right of Way Staking
CONSULTANT will stake the proposed Right of Way at all Design Bend Point and at Property Lines with a 12-inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

EXHIBIT B

In consideration for the scope of services stated in Exhibit A, THE CONSULTANT requests compensation be amended as presented below.

FEE SUMMARY

LUMP SUM ITEMS	CURRENT CONTRACT	ADDENDUM 1	PROPOSED CONTRACT
Topographic Survey Data Collection	\$51,000	\$8,000	\$59,000
Drainage Study	\$13,500		\$13,500
Design	\$218,200		\$312,500
- Project Administration \$20,100		\$17,500	
- Road \$160,500		\$52,000	
- Storm Sewer \$33,200		\$14,600	
- Lighting		\$10,200	
- Bidding & Negotiation \$4,400			
Permitting	\$12,300		\$12,300
SUB-TOTAL	\$295,000	\$102,300	\$397,300

UNIT RATE ITEMS	UNITS	UNIT COST			
T&E Reports	15	\$500		\$7,500	\$7,500
R/W Engineering	15	\$4,100		\$61,500	\$61,500
Add Descriptions-Easements	6	\$900		\$5,400	\$5,400
R/W Staking	15	\$800		\$12,000	\$12,000
SUB-TOTAL				\$86,400	\$86,400

HOURLY FEES ITEM			
Utility Coordination Services	\$25,500	\$4,500	\$30,000
Construction Administration	\$15,000		\$15,000
SUB-TOTAL	\$40,500	\$4,500	\$45,000

TOTAL	\$335,500	\$193,200	\$528,700
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CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the _____ day of November 2024, by and between City of Westfield (“Contracting Party”) and Morphey Construction (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: 161st Street and Spring Mill Road, Westfield, Indiana 46074 (the “City Property”)
 - (c) Schedule: To start April 1st, 2025. Date by which the Services shall be completed as follows:
 - a. Intermediate Completion for Roundabout: July 3rd, 2025
 - b. Substantial Completion: September 15th, 2025
 - c. Final Completion: November 1st, 2025
 - (d) Purchase Price: Three Million Five Hundred Ninety Thousand Dollars and 00/100, \$3,590,000.00 (see Proposal dated 10.30.24 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$1,000.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for 161st Street and Spring Mill Road Roundabout and Trail Extension and Pedestrian Bridge over John

Edwards Drain” dated October 30, 2024 inclusive of all sections and appendixes.

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(h) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Dustin Shoe
2706 East 171st Street
Westfield, Indiana 46074

mpearce@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Morphey Construction
1499 N. Sherman Drive
Indianapolis, IN 46201

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or

invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's

operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.

- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY:** Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF:** In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION:** all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS:** Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to

terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE:** Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT:** Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES:** Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT**: This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE**: The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE**: The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ('other immigration laws') and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the City of Westfield as a result of the Vendor's failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

27. **E-VERIFY:** Pursuant to Ind. Code § 22-5-1.7-11, VENDOR, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. VENDOR is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. VENDOR hereby states that it does not knowingly employ an unauthorized alien. VENDOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

28. **NON-DISCRIMINATION:** VENDOR agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

EXECUTED this _____ day of _____, 2024.

Contracting Party:

Vendor:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Morphey Construction
1499 N. Sherman Drive
Indianapolis, IN 46201

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a “Safe City”. In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated 10.30.2024

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1	105-06845 CONSTRUCTION ENGINEERIN G	1.000 LS	30,000.00		30,000.00	
2	110-01001 MOBILIZATION AND DEMOBI LIZATION	1.000 LS	179,500.00		179,500.00	
3	201-52370 CLEARING RIGHT OF WAY	1.000 LS	42,500.00		42,500.00	
4	202-02279 CURB AND GUTTER, REMOVE	1,334.000 LFT	15.00		20,010.00	
5	202-52710 SIDEWALK CONCRETE, REMO VE	58.000 SYS	20.00		1,160.00	
6	202-91385 INLET, REMOVE	4.000 EA	750.00		3,000.00	
7	202-93047 MANHOLE, REMOVE	2.000 EA	750.00		1,500.00	
8	202-93615 CONCRETE, REMOVE	203.000 SYS	40.00		8,120.00	
9	202-96133 PIPE, REMOVE	500.000 LFT	20.00		10,000.00	
10	202-98488 PIPE END SECTION, REMOV E	7.000 EA	600.00		4,200.00	
11	203-02000 EXCAVATION, COMMON	7,016.000 CY	25.00		175,400.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
12	205-12108 STORM WATER MANAGEMENT BUDGET	48,851.000 DOL	1.00		48,851.00	
13	205-12616 STORMWATER MANAGEMENT IMPLEMENTATION	1.000 LS	1.00		1.00	
14	205-12618 SWQCP PREPARATION	1.000 LS	5,000.00		5,000.00	
15	206-51230 EXCAVATION, FOUNDATION, UNCLASSIFIED	25.000 CY	200.00		5,000.00	
16	207-08264 SUBGRADE TYPE II	551.000 SYS	25.00		13,775.00	
17	207-08266 SUBGRADE TYPE III	2,940.000 SYS	5.00		14,700.00	
18	207-09935 SUBGRADE TYPE IC,	2,540.000 SYS	40.00		101,600.00	
19	207-12635 SUBGRADE TYPE IBC	12,698.000 SYS	14.00		177,772.00	
20	211-02050 B BORROW	115.000 CY S	70.00		8,050.00	
21	211-06467 Agg for End Bent Backfill	10.000 CY	100.00		1,000.00	
22	211-09265 Str Backfill Type 2	2,126.000 CY	100.00		212,600.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
23	601-97950 Timber Railing	37.000 LF	240.00		8,880.00	
24	214-11796 Geogrid Type IB	399.000 SY	5.00		1,995.00	
25	301-12234 COMPACTED AGGREGATE, NO . 53	86.000 CYS	100.00		8,600.00	
26	302-07455 DENSE GRADED SUBBASE	52.000 CYS	140.00		7,280.00	
27	303-01180 COMPACTED AGGREGATE NO. 53	4,787.000 TON	40.00		191,480.00	
28	304-12623 HMA PATCHING, FULL DEPT H, TYPE B	58.000 TON	256.00		14,848.00	
29	306-08034 MILLING, ASPHALT, 1 1/2 IN.	7,463.000 SYS	3.25		24,254.75	
30	401-07327 HMA, TYPE B, 70, SURFAC E, 9.5 mm	1,419.000 TON	108.00		153,252.00	
31	401-07390 HMA, TYPE B, 64, INTERM EDIATE, 19 0 mm	1,340.000 TON	92.00		123,280.00	
32	401-07407 HMA, TYPE B, 64 BASE, 25.0 mm	2,680.000 TON	78.00		209,040.00	
33	401-10258 JOINT ADHESIVE, SURFACE	7,986.000 LFT	0.25		1,996.50	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
34	401-10259 JOINT ADHESIVE, INTERME DIATE	3,882.000 LFT	0.50		1,941.00	
35	401-11785 LIQUID ASPHALT SEALANT	7,986.000 LFT	0.25		1,996.50	
36	402-07451 HMA WEDGE AND LEVEL, TY PE B	154.000 TON	108.00		16,632.00	
37	406-05520 ASPHALT FOR TACK COAT	10.000 TON	0.01		0.10	
38	502-06327 PCCP, 10 IN. STAMPED A ND COLORED	263.000 SYS	180.00		47,340.00	
39	604-05528 HMA FOR SIDEWALK	361.000 TON	150.00		54,150.00	
40	604-06070 SIDEWALK, CONCRETE	111.000 SYS	125.00		13,875.00	
41	604-08086 CURB RAMP, CONCRETE	303.000 SYS	235.00		71,205.00	
42	604-12083 DETECTABLE WARNING SURF ACES	50.000 SYS	180.00		9,000.00	
43	605-06120 CURB, CONCRETE	2,791.000 LFT	35.00		97,685.00	
44	605-06140 CURB AND GUTTER, CONCRE TE	3,592.000 LFT	37.00		132,904.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
45	605-06255 CENTER CURB, CONCRETE, TYPE D	36.000 SYS	240.00		8,640.00	
46	605-08636 CURB AND GUTTER, TURNOU T COMBINED	42.000 LFT	160.00		6,720.00	
47	605-97937 CURB AND GUTTER, ROLL C URB	393.000 LFT	33.00		12,969.00	
48	610-07487 HMA FOR APPROACHES, TYP E B	132.000 TON	225.00		29,700.00	
49	610-08446 PCCP FOR APPROACHES, 6 IN	153.000 SYS	125.00		19,125.00	
50	610-09108 PCCP FOR APPROACHES, 9 IN	160.000 SYS	127.00		20,320.00	
51	611-08232 MAILBOX ASSEMBLY, RESET , SINGLE	4.000 EA	200.00		800.00	
52	615-01469 MONUMENT, SECTION CORNE R, INSTALL	1.000 EA	1,300.00		1,300.00	
53	616-06405 RIPRAP, REVETMENT	29.000 TON	180.00		5,220.00	
54	616-12246 Geotextile for Riprap T ype 1A	69.000 SY	15.00		1,035.00	
55	621-01004 MOBILIZATION AND DEMOBI LIZATION FOR SEED	4.000 EA	260.00		1,040.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
56	621-06560 MULCHED SEEDING, TYPE U	1,535.000 SYS	7.00		10,745.00	
57	621-06570 TOPSOIL	263.000 CY	100.00		26,300.00	
58	621-06574 SODDING	7,880.000 SY	10.00		78,800.00	
59	701-09558 TEST PILE, INDICATOR, P RODUCTION	80.000 LFT	60.00		4,800.00	
60	701-09560 TEST PILE, INDICATOR, R ESTRIKE	2.000 EA	2,500.00		5,000.00	
61	701-09739 PILE SHOE, HP 12 X 53	6.000 EA	135.00		810.00	
62	701-51195 PILE, STEEL H, HP 12 X 53	120.000 LF	50.00		6,000.00	
63	702-51005 CONCRETE, A, SUBSTRUCTU RE	15.000 CYS	1,500.00		22,500.00	
64	703-06029 REINFORCING BARS, EPOXY COATED	2,562.000 LBS	2.00		5,124.00	
65	709-51821 SURFACE SEAL	1.000 LS	7,500.00		7,500.00	
66	711-04845 BRIDGE, STEEL TRUSS, PR E-ENGINEERED	1.000 LS	110,000.00		110,000.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
67	715-05024 PIPE, TYPE 2, CIRCULAR, 36 IN.	604.000 LFT	190.00		114,760.00	
68	715-05048 PIPE, TYPE 4, CIRCULAR, 6 IN.	3,080.000 LFT	8.00		24,640.00	
69	715-05149 PIPE, TYPE 2, CIRCULAR, 12 IN.	1,287.000 LFT	70.00		90,090.00	
70	715-05150 PIPE, TYPE 2, CIRCULAR, 15 IN.	316.000 LFT	75.00		23,700.00	
71	715-05152 PIPE, TYPE 2, CIRCULAR, 18 IN.	175.000 LFT	80.00		14,000.00	
72	715-03877 PIPE, CIRCULAR, 18 IN., DUCTILE IRON	30.000 LFT	195.00		5,850.00	
73	715-05154 PIPE, TYPE 2 CIRCULAR, 24 IN.	125.000 LFT	110.00		13,750.00	
74	715-05407 PIPE, END BENT DRAIN, D IAMETER 6 IN.	56.000 LFT	40.00		2,240.00	
75	715-09064 VIDEO INSPECTION FOR PI PE	2,537.000 LFT	1.50		3,805.50	
76	715-46010 PIPE END SECTION, DIA 1 8"	1.000 EA	3,000.00		3,000.00	
77	718-06532 VIDEO INSPECTION FOR UN DERDRAINS	3,080.000 LFT	1.50		4,620.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
78	718-12305 GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	2,858.000 SYS	2.00		5,716.00	
79	718-12309 GEOTEXTILE FOR UNDERDRAINS, TYPE 3	24.000 SYS	2.00		48.00	
80	718-52610 AGGREGATE FOR UNDERDRAINS	290.000 CYS	120.00		34,800.00	
81	720-12798 CASTING, MANHOLE, ADJUST TO GRADE	1.000 EA	750.00		750.00	
82	720-45035 INLET, F7	1.000 EA	2,300.00		2,300.00	
83	720-45045 INLET, TYPE J10	8.000 EA	3,100.00		24,800.00	
84	720-45055 INLET, TYPE M10	6.000 EA	3,200.00		19,200.00	
85	720-45250 CATCH BASIN, TYPE K10	12.000 EA	3,700.00		44,400.00	
86	720-45260 PIPE CATCH BASIN, 12 IN	3.000 EA	2,400.00		7,200.00	
87	720-45410 MANHOLE, C4	7.000 EA	4,600.00		32,200.00	
88	720-45515 MANHOLE, TYPE D4, MODIFIED	2.000 EA	7,000.00		14,000.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
89	720-95422 MANHOLE, J4	EA 4.000	7,000.00		28,000.00	
90	724-12773 BRIDGE EXPANSION JOINT, TYPE PCF	LFT 14.000	200.00		2,800.00	
91	801-04308 ROAD CLOSURE SIGN ASSEM BLY	EA 15.000	180.00		2,700.00	
92	801-06625 DETOUR ROUTE MARKER ASS EMBL	EA 62.000	136.00		8,432.00	
93	801-06640 CONSTRUCTION SIGN, A	EA 20.000	207.00		4,140.00	
94	801-06645 Construction Sign B	EA 5.000	57.00		285.00	
95	801-06775 Maintaining Traffic	LS 1.000	37,959.65		37,959.65	
96	801-07118 BARRICADE, III-A	LFT 108.000	9.00		972.00	
97	801-07119 BARRICADE, III-B	LFT 132.000	10.00		1,320.00	
98	802-03821 SIGN, SHEET, WITH LEGEN D	EA 2.000	1,500.00		3,000.00	
99	802-04314 SIGN, ASSEMBLY, RRFB	EA 8.000	8,000.00		64,000.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
100	802-05701 SIGN POST, SQUARE TYPE 1 REINFORCED ANCH	LFT 110.000	46.00		5,060.00	
101	802-05702 SIGN POST, SQUARE TYPE 2 REINFORCED ANCH	LFT 742.000	46.00		34,132.00	
102	802-07059 SIGN, SHEET, AND SUPPOR TS, REMOVE	EA 13.000	50.00		650.00	
103	802-07060 SIGN, SHEET, RELOCATE	EA 3.000	50.00		150.00	
104	802-09838 SIGN, SHEET, WITH LEGEN D, 0.080 IN. THIC	SFT 150.000	40.00		6,000.00	
105	802-09840 SIGN, SHEET, WITH LEGEN D, 0.100 IN. THIC	SFT 260.000	42.00		10,920.00	
106	802-76055 SIGN POST, TYPE A	LFT 24.000	50.00		1,200.00	
107	805-01300 TRAFFIC SIGNAL EQUIPMEN T, REMOVE	EA 1.000	5,000.00		5,000.00	
108	805-02087 TRANSPORTATION OF SALVA GEABLE SIGNAL EQU	LS 1.000	500.00		500.00	
109	807-02191 HANDHOLE, LIGHTING	EA 3.000	3,000.00		9,000.00	
110	807-12791 LIGHTING FOUNDATION, CO NVENTIONAL POLE,	EA 8.000	3,500.00		28,000.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
111	807-03950 LUMINAIRE ORNAMENTAL	8.000 EA	3,500.00		28,000.00	
112	807-03951 LIGHT POLE ORNAMENTAL	8.000 EA	9,000.00		72,000.00	
113	807-06592 CONDUIT, STEEL, GALVANI ZED, 2 IN.	212.000 LFT	53.00		11,236.00	
114	807-07580 WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN	675.000 LFT	45.00		30,375.00	
115	807-86810 SERVICE POINT, TYPE II	1.000 EA	12,500.00		12,500.00	
116	807-86889 CABLE, POLE CIRCUIT, TH WN, NO. 10 COPPER	768.000 LFT	3.00		2,304.00	
117	807-86910 CONNECTOR KIT, UNFUSED	8.000 EA	75.00		600.00	
118	807-86915 CONNECTOR KIT, FUSED	8.000 EA	75.00		600.00	
119	807-86920 MULTIPLE COMPRESSION FI TTING, NON- WATER	19.000 EA	20.00		380.00	
120	807-86930 INSULATION LINK, NON- W ATERPROOFED	20.000 EA	20.00		400.00	
121	807-97237 WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 l	212.000 LFT	45.00		9,540.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
122	808-02977 PAVEMENT MESSAGE MARKIN G, THERMOPLASTIC,	EA 4.000	312.00		1,248.00	
123	808-03439 TRANSVERSE MARKING, THE RMOPLASTIC, CROSS	LFT 862.000	8.00		6,896.00	
124	808-06701 LINE, THERMOPLASTIC, BR OKEN, WHITE, 4 IN	LFT 79.000	2.00		158.00	
125	808-06703 LINE, THERMOPLASTIC, SO LID, WHITE, 4 IN.	LFT 3,670.000	1.00		3,670.00	
126	808-10033 LINE, MULTI-COMPONENT, SOLID, WHITE, 4 I	LFT 16.000	20.00		320.00	
127	808-10034 LINE, MULTI-COMPONENT, SOLID, YELLOW, 4	LFT 32.000	20.00		640.00	
128	808-10051 TRANSVERSE MARKING, MUL TI-COMPONENT, STO	LFT 25.000	30.00		750.00	
129	808-10077 PAVEMENT MESSAGE MARKIN G, MULTI- COMPONE	EA 2.000	300.00		600.00	
130	808-10099 TRANSVERSE MARKING, MUL TI-COMPONENT, CRO	LFT 120.000	30.00		3,600.00	
131	808-11478 LINE, THERMOPLASTIC, DO TTED, WHITE, 8 IN	LFT 112.000	6.00		672.00	
132	808-11482 LINE, THERMOPLASTIC, DO TTED, WHITE, 4 IN	LFT 311.000	2.00		622.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:10/30/24

CONTRACT ID:

PROJECT(S): Springmill & 161st St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
133	808-11953 TRANSVERSE MARKING, THE RMOPLASTIC, YIELD	112.000 LFT	20.00		2,240.00	
135	808-75245 Line Thermo Solid Yello w 4"	7,659.000 LFT	1.00		7,659.00	
136	808-75278 TRANSVERSE MARKING, THE RMOPLASTIC, CROSS	281.000 LFT	4.00		1,124.00	
137	808-75297 TRANSVERSE MARKING, THE RMOPLASTIC, STOP	36.000 LFT	8.00		288.00	
138	808-75320 PAVEMENT MESSAGE MARKIN G, THERMOPLASTIC,	51.000 EA	166.00		8,466.00	
139	808-75998 PAVEMENT MARKER	16.000 EA	200.00		3,200.00	
			TOTAL		3,590,000.00	

129	808-10077	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, LANE INDICATION ARROW	EA	2	\$	\$
130	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	LFT	120	\$	\$
131	808-11478	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN.	LFT	112	\$	\$
132	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	LFT	311	\$	\$
133	808-11953	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 18 IN.	LFT	112	\$	\$
134		ITEM DELETED				
135	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	7659	\$	\$
136	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	LFT	281	\$	\$
137	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	36	\$	\$
138	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	51	\$	\$
139	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	EA	16	\$	\$
Total						\$ 3,590,000.00

Base Bid Amount in words for 161st Street and Spring Mill Road Roundabout and Trail Extension and Pedestrian Bridge Over John Edwards Drain Project:

Three Million Five Hundred Ninety Thousand Dollars and NO /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

161st Street and Spring Mill Road Roundabout and
Trail Extension and Pedestrian Bridge Over John Edwards Drain
City of Westfield, Indiana

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The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

One Hundred Seventy Nine Thousand Five Hundred & 12/100

Dollars (\$ 179,500.00),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1, 2 is hereby acknowledged.

Respectfully submitted,

Morphey Construction

Contractor

(Individual ☐) (Partnership ☐)
or (Corporation ☒)

By

Steven P. Milbourne

Title

President

Dated:

Address 1499 N. Sherman Dr, Indianapolis, IN 46201

October, 30, 20 24

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

**161ST STREET AND SPRING MILL ROAD ROUNDABOUT AND TRAIL
EXTENSION AND PEDESTRIAN BRIDGE OVER JOHN EDWARDS DRAIN
CITY OF WESTFIELD, INDIANA**

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

ADDENDUM NO. 1

**161st Street and Spring Mill Road Roundabout and
Trail Extension and Pedestrian Bridge Over John Edwards Drain**

TO: All Interested Bidders

FROM: A&F Engineering Co., LLC

DATE: 10/25/2024

Item No. 1: Answers to contractor questions are below. This information is considered to be an integral part of this contract.

Q: *For the RRFB systems in your bid will you accept an alternate to the Carmanah system listed on the plans if it meets the specifications?*

A: Yes, as noted in the Special Provision "Sign, Assembly, RRFB", RRFB's shall be Carmanah MX Series or approved equal.

Q: *This project has grooving of pavement markings as a pay item and consists of striping a roundabout. INDOT has recently changed its INDOT standard specifications to exclude grooving within the roundabout. Can you clarify where the stops and starts of the grooving will be?*

A: Grooving for Pavement Markings will not be required on this project. This pay item has been deleted from the revised itemized proposal included with this addendum.

Q: *INDOT Standard specification 2024 includes Wet Reflective Pavement Markings for longitudinal durable pavement markings. Do you want the new Wet Reflective Pavement Markings or standard performance beads for this project?*

A: Pavement markings shall meet or exceed all performance criteria as specified in the standard specifications, including wet retro-reflectivity.

Q: *Will each arrowhead be paid for underpay item 138 Pavement Message Marking Lane Indication Arrow, or will the fishhook arrows be paid for as a single lane indication arrow?*

A: Each arrowhead will be paid for individually under pay item 138.

Q: *For the 161st and Springmill project, the following information was included in the CIB and plans:*

- *32" banner arms*
- *GFCI receptacle*
- *Flag pole holder*

The pole as it has been sold to them in the past is fully loaded. The 2'x3' banner, only, fully loads the pole. Adding a flag or changing the banner size will overload the pole and the banner arms will need to change to break-away. We can add a receptacle, I just need to know elevation / orientation.

Can you confirm if these additional changes are needed or if we should stick to the design they've been purchasing in the past.

A: Banner arms shall remain 32" as shown in the plans, with modifications as needed based on additional loading requirements per manufacturers recommendations. GFCI receptacle to be placed per manufacturer recommendations. No separate flag pole holder is required, the specification "Working Drawings" has been revised to clarify this.

Q: *The intermediate completion date appears to address the roundabout work only. There is a substantial completion date mentioned but it does not appear to be mentioned. Is this the trail completion? If so, can this be pushed back? The supplier in the pedestrian bridge has substantial lead time on submittals and fabrication which indicate a delivery date no sooner than July 2025. There is a good month of work after the pedestrian bridge is delivered to the jobsite.*

A: The intermediate completion date is for the roundabout work only, while the substantial completion date includes the trail and pedestrian bridge. The substantial completion date has been revised with this addendum.

Item No. 2: The revised itemized proposal included with this addendum shall replace the itemized proposal on Pages 3-8 in Section 3 of the original contract book.

Item No. 3: The revised plan sheets included with this addendum shall replace those respective sheets of the original bid set.

Item No. 4: The Approved Hamilton County Surveyor's Office Outlet Permit included with this addendum shall be added to Appendix F – Permits – Roundabout.

Item No. 5: Pages 1 and 23 of Section 10: Special Provisions included with this addendum shall replace those respective pages of the original contract book:

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

PLEASE COMPLETE THE BID PROPOSAL FORMS FOR EACH STREET FOLLOWING THIS SECTION

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$	\$
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$	\$
3	201-52370	CLEARING RIGHT OF WAY	LS	1	\$	\$
4	202-02279	CURB AND GUTTER, REMOVE	LFT	1334	\$	\$
5	202-52710	SIDEWALK CONCRETE, REMOVE	SYS	58	\$	\$
6	202-91385	INLET, REMOVE	EA	4	\$	\$
7	202-93047	MANHOLE, REMOVE	EA	2	\$	\$
8	202-93615	CONCRETE, REMOVE	SYS	203	\$	\$
9	202-96133	PIPE, REMOVE	LFT	500	\$	\$
10	202-98488	PIPE END SECTION, REMOVE	EA	7	\$	\$
11	203-02000	EXCAVATION, COMMON	CYS	7016	\$	\$
12	205-12108	STORM WATER MANAGEMENT BUDGET	DOL	48851	\$	\$
13	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1	\$	\$
14	205-12618	SWQCP PREPARATION	LS	1	\$	\$
15	206-51230	EXCAVATION, FOUNDATION, UNCLASSIFIED	CYS	25	\$	\$
16	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	551	\$	\$
17	207-08266	SUBGRADE TREATMENT, TYPE III	SYS	2940	\$	\$
18	207-09935	SUBGRADE TREATMENT, TYPE IC, UNDISTRIBUTED	SYS	2540	\$	\$
19	207-12635	SUBGRADE TREATMENT, TYPE IBC	SYS	12698	\$	\$
20	211-02050	B BORROW	CYS	115	\$	\$
21	211-06467	AGGREGATE FOR END BENT BACKFILL	CYS	10	\$	\$
22	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	2126	\$	\$
23		TIMBER RAILING	LFT	37	\$	\$
24	214-11796	GEOGRID, TYPE IB	SYS	399	\$	\$

161st Street and Spring Mill Road Roundabout and
Trail Extension and Pedestrian Bridge Over John Edwards Drain
City of Westfield, Indiana

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25	301-12234	COMPACTED AGGREGATE, NO. 53	CYS	86	\$	\$
26	302-07455	DENSE GRADED SUBBASE	CYS	52	\$	\$
27	303-01180	COMPACTED AGGREGATE NO. 53	TON	4787	\$	\$
28	304-12623	HMA PATCHING, FULL DEPTH, TYPE B	TON	58	\$	\$
29	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	7463	\$	\$
30	401-07327	HMA, TYPE B, 70, SURFACE, 9.5 mm	TON	1419	\$	\$
31	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	1340	\$	\$
32	401-07407	HMA, TYPE B, 64, BASE, 25.0 mm	TON	2680	\$	\$
33	401-10258	JOINT ADHESIVE, SURFACE	LFT	7986	\$	\$
34	401-10259	JOINT ADHESIVE, INTERMEDIATE	LFT	3882	\$	\$
35	401-11785	LIQUID ASPHALT SEALANT	LFT	7986	\$	\$
36	402-07451	HMA WEDGE AND LEVEL, TYPE B	TON	154	\$	\$
37	406-05520	ASPHALT FOR TACK COAT	TON	10	\$	\$
38	502-06327	PCCP, 10 IN., STAMPED AND COLORED	SYS	263	\$	\$
39	604-05528	HMA FOR SIDEWALK	TON	361	\$	\$
40	604-06070	SIDEWALK, CONCRETE	SYS	111	\$	\$
41	604-08086	CURB RAMP, CONCRETE	SYS	303	\$	\$
42	604-12083	DETECTABLE WARNING SURFACES	SYS	50	\$	\$
43	605-06120	CURB, CONCRETE	LFT	2791	\$	\$
44	605-06140	CURB AND GUTTER, CONCRETE	LFT	3592	\$	\$
45	605-06255	CENTER CURB, CONCRETE, TYPE D	SYS	36	\$	\$
46	605-08636	CURB AND GUTTER, TURNOUT COMBINED	LFT	42	\$	\$
47	605-97937	CURB AND GUTTER, ROLL CURB	LFT	393	\$	\$
48	610-07487	HMA FOR APPROACHES, TYPE B	TON	132	\$	\$
49	610-08446	PCCP FOR APPROACHES, 6 IN	SYS	153	\$	\$
50	610-09108	PCCP FOR APPROACHES, 9 IN	SYS	160	\$	\$
51	611-08232	MAILBOX ASSEMBLY, RESET, SINGLE	EA	4	\$	\$
52	615-01469	MONUMENT, SECTION CORNER, INSTALL	EA	1	\$	\$

161st Street and Spring Mill Road Roundabout and
Trail Extension and Pedestrian Bridge Over John Edwards Drain
City of Westfield, Indiana

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53	616-06405	RIPRAP, REVETMENT	TON	29	\$	\$
54	616-12246	GEOTEXTILE FOR RIPRAP, TYPE 1A	SYS	69	\$	\$
55	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EA	4	\$	\$
56	621-06560	MULCHED SEEDING, TYPE U	SYS	1535	\$	\$
57	621-06570	TOPSOIL	CYS	263	\$	\$
58	621-06574	SODDING	SYS	1	\$	\$
59	701-09558	TEST PILE, INDICATOR, PRODUCTION	LFT	80	\$	\$
60	701-09560	TEST PILE, INDICATOR, RESTRIKE	EA	2	\$	\$
61	701-09739	PILE SHOE, HP 12 X 53	EA	6	\$	\$
62	701-51195	PILE, STEEL H, HP 12 X 53	LFT	120	\$	\$
63	702-51005	CONCRETE, A, SUBSTRUCTURE	CYS	15	\$	\$
64	703-06029	REINFORCING BARS, EPOXY COATED	LBS	2562	\$	\$
65	709-51821	SURFACE SEAL	LS	1	\$	\$
66	711-04845	BRIDGE, STEEL TRUSS, PRE-ENGINEERED	LS	1	\$	\$
67	715-05024	PIPE, TYPE 2, CIRCULAR, 36 IN.	LFT	604	\$	\$
68	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	3080	\$	\$
69	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	1287	\$	\$
70	715-05150	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	316	\$	\$
71	715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	175	\$	\$
72		PIPE, CIRCULAR, 18 IN., DUCTILE IRON	LFT	30	\$	\$
73	715-05154	PIPE, TYPE 2 CIRCULAR, 24 IN.	LFT	125	\$	\$
74	715-05407	PIPE, END BENT DRAIN, DIAMETER 6 IN.	LFT	56	\$	\$
75	715-09064	VIDEO INSPECTION FOR PIPE	LFT	2537	\$	\$
76	715-46010	PIPE END SECTION, DIA 18"	EA	1	\$	\$
77	718-06532	VIDEO INSPECTION FOR UNDERDRAINS	LFT	3080	\$	\$
78	718-12305	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	SYS	2858	\$	\$

79	718-12309	GEOTEXTILE FOR UNDERDRAINS, TYPE 3	SYS	24	\$	\$
80	718-52610	AGGREGATE FOR UNDERDRAINS	CYS	290	\$	\$
81	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	EA	1	\$	\$
82	720-45035	INLET, F7	EA	1	\$	\$
83	720-45045	INLET, TYPE J10	EA	8	\$	\$
84	720-45055	INLET, TYPE M10	EA	6	\$	\$
85	720-45250	CATCH BASIN, TYPE K10	EA	12	\$	\$
86	720-45260	PIPE CATCH BASIN, 12 IN.	EA	3	\$	\$
87	720-45410	MANHOLE, C4	EA	7	\$	\$
88	720-45515	MANHOLE, TYPE D4, MODIFIED	EA	2	\$	\$
89	720-95422	MANHOLE, J4	EA	4	\$	\$
90	724-12773	BRIDGE EXPANSION JOINT, TYPE PCF	LFT	14	\$	\$
91	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EA	15	\$	\$
92	801-06625	DETOUR ROUTE MARKER ASSEMBLY	EA	62	\$	\$
93	801-06640	CONSTRUCTION SIGN, A	EA	20	\$	\$
94	801-06645	CONSTRUCTION SIGN, B	EA	5	\$	\$
95	801-06775	MAINTAINING TRAFFIC	LS	1	\$	\$
96	801-07118	BARRICADE, III-A	LFT	108	\$	\$
97	801-07119	BARRICADE, III-B	LFT	132	\$	\$
98	802-03821	SIGN, SHEET, WITH LEGEND	EA	2	\$	\$
99	802-04314	SIGN, ASSEMBLY, RRFB	EA	8	\$	\$
100	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	LFT	110	\$	\$
101	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	LFT	742	\$	\$
102	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	EA	13	\$	\$
103	802-07060	SIGN, SHEET, RELOCATE	EA	3	\$	\$
104	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	150	\$	\$
105	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	260	\$	\$
106	802-76055	SIGN POST, TYPE A	LFT	24	\$	\$
107	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	EA	1	\$	\$

108	805-02087	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	LS	1	\$	\$
109	807-02191	HANDHOLE, LIGHTING	EA	3	\$	\$
110	807-12791	LIGHTING FOUNDATION, CONVENTIONAL POLE, CONCRETE, WITH GROUNDING	EA	8	\$	\$
111	807-03950	LUMINAIRE ORNAMENTAL	EA	8	\$	\$
112	807-03951	LIGHT POLE ORNAMENTAL	EA	8	\$	\$
113	807-06592	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	212	\$	\$
114	807-07580	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	LFT	675	\$	\$
115	807-86810	SERVICE POINT, TYPE II	EA	1	\$	\$
116	807-86889	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	LFT	768	\$	\$
117	807-86910	CONNECTOR KIT, UNFUSED	EA	8	\$	\$
118	807-86915	CONNECTOR KIT, FUSED	EA	8	\$	\$
119	807-86920	MULTIPLE COMPRESSION FITTING, NON- WATERPROOFED	EA	19	\$	\$
120	807-86930	INSULATION LINK, NON- WATERPROOFED	EA	20	\$	\$
121	807-97237	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 1/C, IN CONDUIT	LFT	212	\$	\$
122	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL, AND ARROW	EA	4	\$	\$
123	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	862	\$	\$
124	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	79	\$	\$
125	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	3670	\$	\$
126	808-10033	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.	LFT	16	\$	\$
127	808-10034	LINE, MULTI-COMPONENT, SOLID, YELLOW, 4 IN.	LFT	32	\$	\$
128	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	LFT	25	\$	\$

129	808-10077	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, LANE INDICATION ARROW	EA	2	\$	\$
130	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	LFT	120	\$	\$
131	808-11478	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN.	LFT	112	\$	\$
132	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	LFT	311	\$	\$
133	808-11953	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 18 IN.	LFT	112	\$	\$
134		ITEM DELETED				
135	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	7659	\$	\$
136	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	LFT	281	\$	\$
137	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	36	\$	\$
138	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	51	\$	\$
139	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	EA	16	\$	\$
Total						\$

Base Bid Amount in words for 161st Street and Spring Mill Road Roundabout and Trail Extension and Pedestrian Bridge Over John Edwards Drain Project:

_____ Dollars and ____/100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

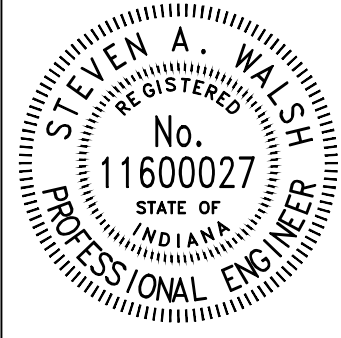
161st Street and Spring Mill Road Roundabout and
Trail Extension and Pedestrian Bridge Over John Edwards Drain
City of Westfield, Indiana

Section 3 – Page 8

UTILITIES		
UTILITY	OWNER	ADDRESS
Gas	Citizen's Energy Group	Rich Miller 317-927-4684 rmiller@citizensenergygroup.com 2150 Dr. Martin Luther King Jr. Street Indianapolis, IN 46202
Sanitary	Citizen's Energy Group	David Clark 317-429-3993 ddark@citizensenergygroup.com 2150 Dr. Martin Luther King Jr. Street Indianapolis, IN 46202
Water	Citizen's Energy Group	David Clark 317-429-3993 ddark@citizensenergygroup.com 2150 Dr. Martin Luther King Jr. Street Indianapolis, IN 46202
Electric	Duke Energy Group	Frank Hancock 765-524-7945 frank.hancock@duke-energy.com 4535 Jane Blvd New Castle, IN 47362
Communications	Comcast	BSM Groups LLC 812-271-2400 comcastrelocate@bsmgroups.com 1600 West Fountain Dr Bloomington, IN 47404
	Crown Castle Fiber	Craig Brown 317-819-8648 craig.brown@crowncastle.com 800 Oliver Ave. Suite 1 Indianapolis, IN 46225
	Duke Energy - Telecom	Chris Gee 513-675-2055 chris.gee@duke-energy.com 14059 OH-38 Marysville, OH 43040
	Frontier Communication	Dan Koch 260-415-9328 daniel.koch@ftr.com 4027 Beckwith Drive Fort Wayne, IN 46808
	Metronet	Doug Reckart 317-809-8067 doug.reckart@metronet.com 8036 Cole Wood Blvd. Indianapolis, IN 46239
	Spectrum Communications	Byron Posey 317-538-2016 byron.posey@charter.com 3030 Roosevelt Ave Indianapolis, IN 46218
	Verizon/MCI	Rolland Craig 317-498-1242 dennis.craig@verizon.com 6835 Hillsdale Ct. Indianapolis, IN 46250
	Zayo Group	Waylon Higgins 765-341-1199 waylon.higgins@zayo.com 9209 Castlegate Dr Indianapolis, IN 46256

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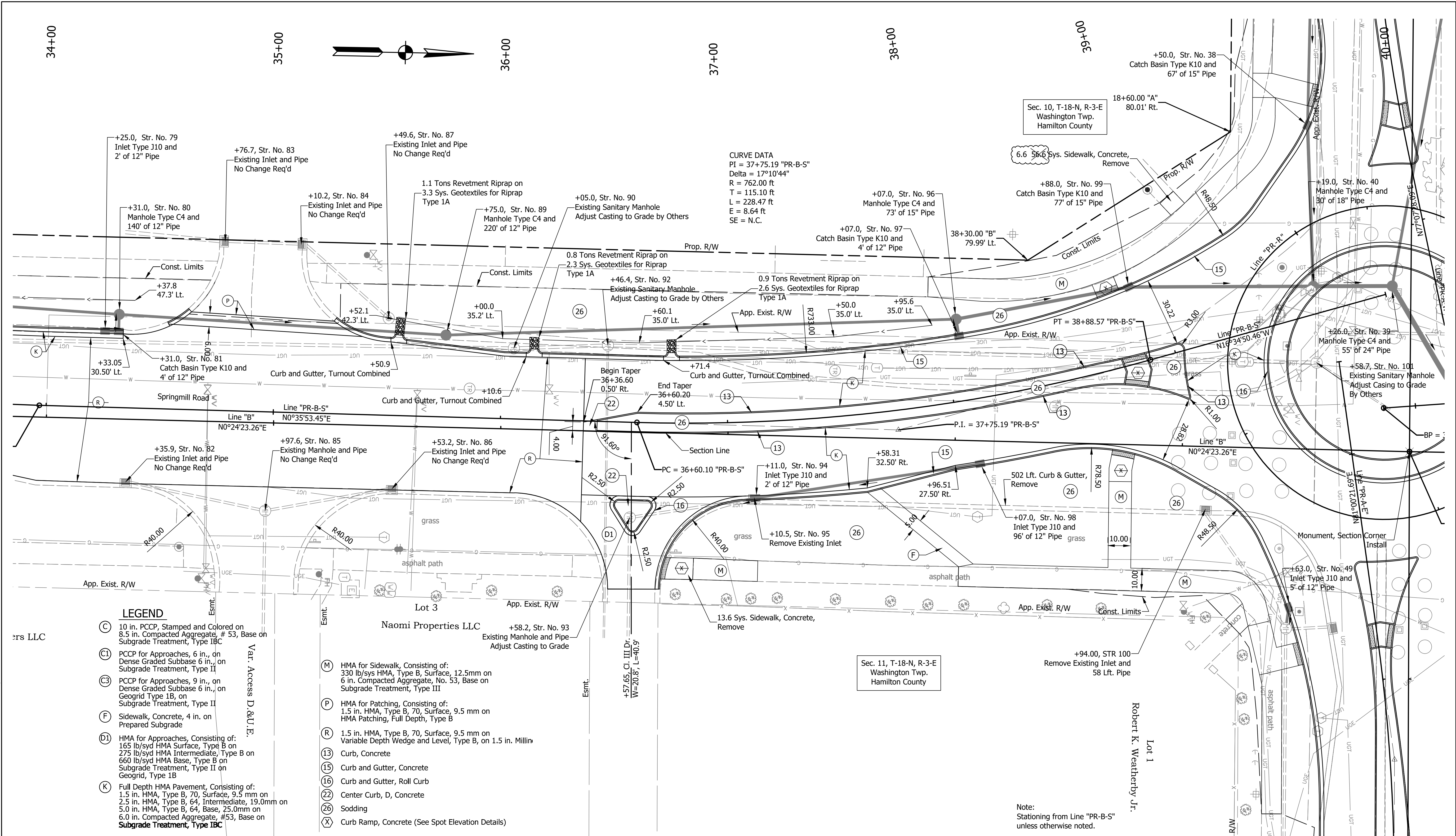
INDEX	
SHEET NO.	SHEET DESIGNATION
1	Title
2	Index and General Notes
3-6	Typical Sections
7	Miscellaneous Details
8-11	Plat No. 1
12-15	Geometric Layout
16	Reference Ties
17-18	Traffic Maintenance Details
19-36	Plan and Profile
37-42	Spot Elevation Details
43-44	Erosion Control Details
45	Lighting Details
46	Light Pole & Cabinet Details
47-50	Pavement Marking Details
51-56	Signing Details
57-59	Sheet Sign and Post Summary
60	Approach Table
61-62	Underdrain Table
63-67	Structure Data Table
68-96	Cross Sections



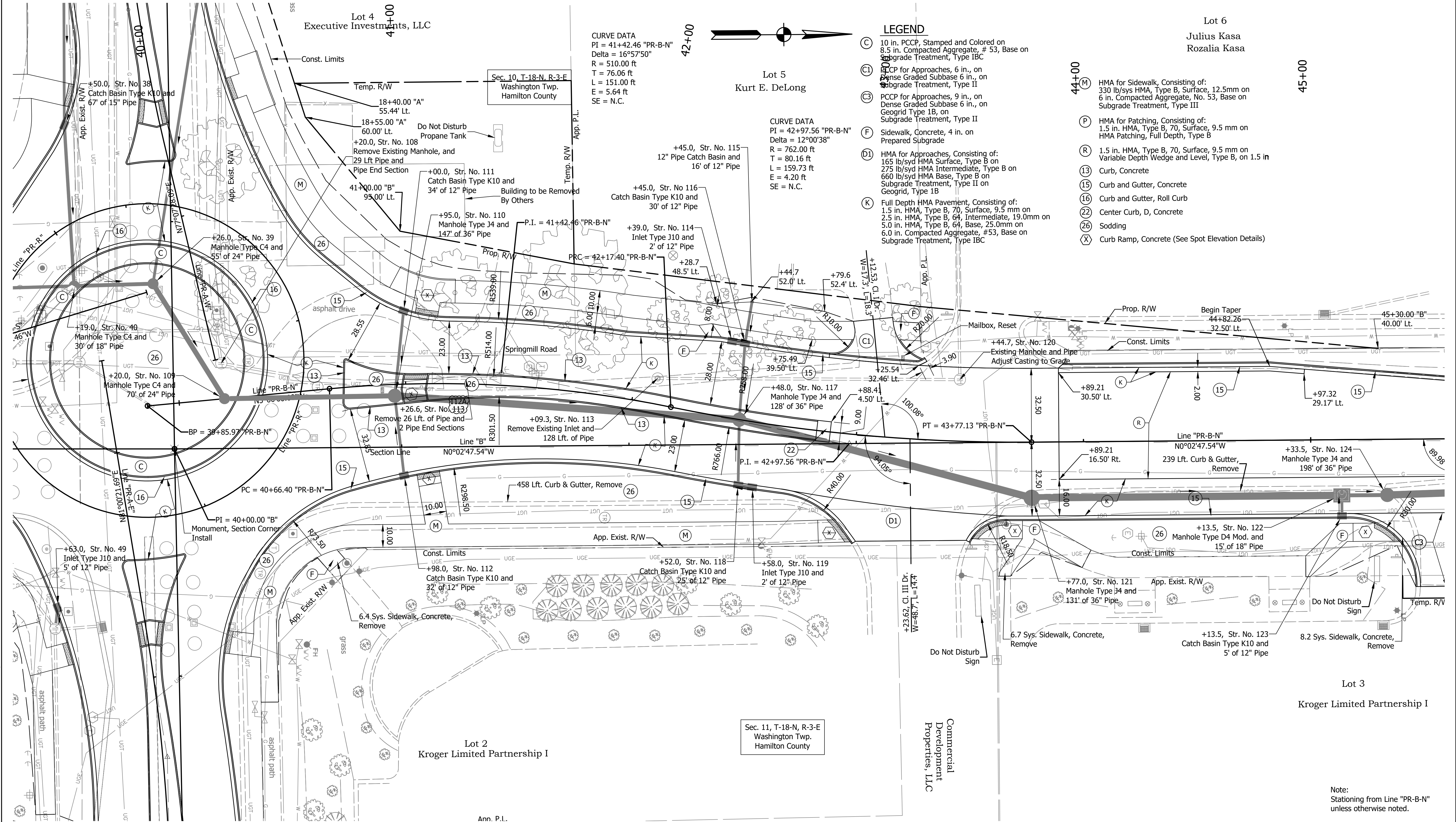
CITY OF WESTFIELD
INDEX AND GENERAL NOTES

HORIZONTAL SCALE	BRIDGE FILE		
N/A	N/A		
VERTICAL SCALE	DESIGNATION		
N/A	---		
SURVEY BOOK	SHEETS		
	2	of	96
CONTRACT	PROJECT		
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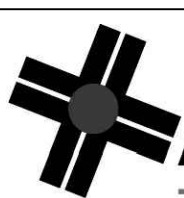
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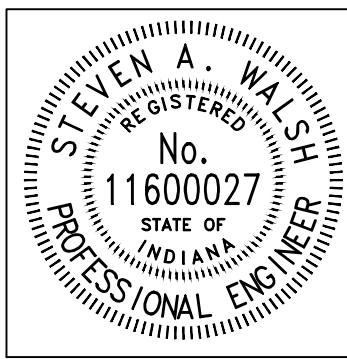


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DATE	REVISION
10-25-2024	Duplicate Str. No. 113 Revised

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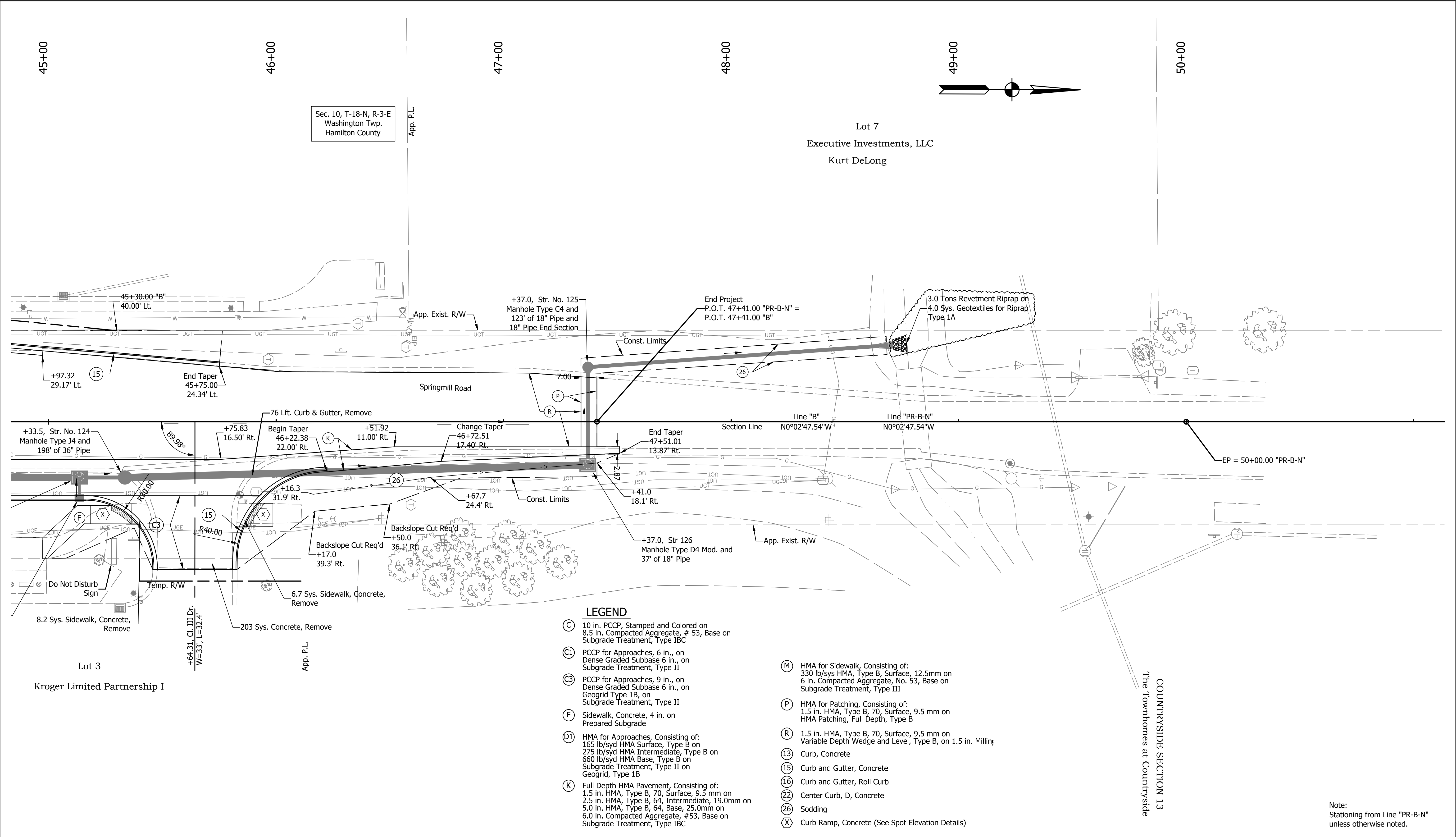
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DESIGNED:	MIK	DRAWN: MIK
CHECKED:	SAW	CHECKED: SAW

CITY OF WESTFIELD

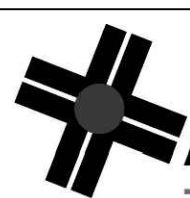
PLAN - LINE "PR-B-N"
STA. 39+00.00 TO STA. 45+00.00

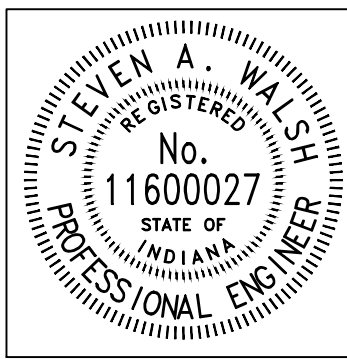
HORIZONTAL SCALE 1" = 20'	BRIDGE FILE N/A
VERTICAL SCALE N/A	DESIGNATION ---
SURVEY BOOK	SHEETS 31 of 96
CONTRACT ---	PROJECT ---

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DATE	REVISION
10-25-2024	Riprap added at Str. 125 outlet

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DESIGN ENGINEER		DATE	
DESIGNED: _____	MIK	DRAWN: _____	MIK
CHECKED: _____	SAW	CHECKED: _____	SAW

CITY OF WESTFIELD
PLAN - LINE "PR-B-N"
STA. 45+00.00 TO STA. 51+00.00

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICAL SCALE	DESIGNATION
N/A	---
SURVEY BOOK	SHEETS
	33 of 96
CONTRACT	PROJECT
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SHEET SIGN & POST SUMMARY																
SIGN								POST								
PLAN SHEET No. /LINE	SIGN LOCATION (STA. or MP)	SIGN CODE	SIGN SIZE IN. X IN.	GROUND - MOUNTED SIGN AREA (ft2)			MOUNTED ON PANEL SIGN, AREA (ft2)	SQUARE								
								2 1/2" x 2 1/2" - 12 GA. (TYPE 3)			2" x 2" - 12 GA. (TYPE 2)			2 1/4" x 2 1/4" - 12 GA. (TYPE 1)		
								UNREINFORCED ANCHOR			REINFORCED ANCHOR			REINFORCED ANCHOR		
								POST LENGTH (FT)			POST LENGTH (FT.)			POST LENGTH (FT)		
				0.080"	0.100"	0.125"	0.080"	1	2	TOTAL	1	2	TOTAL	1	2	TOTAL
LINE PR-A-E	24+61 RT	R4-7	24 X 30	5.000										10.0		10.0
		OM3-L	36 X 12		3.000											
	25+18 LT	W2-6	36 X 36		9.000						10.5	10.5	21.0			
		W16-8P(2)	36 X 8		2.000											
LINE "PR-B-S"	27+15 LT	R2-1(40)	24 X 30	5.000										10.0		10.0
	32+90 RT	W2-6	36 X 36		9.000						10.5	10.5	21.0			
		W16-8P(1)	24 X 8	1.333												
	33+96 RT	R3-17	30 X 24	5.000										10.0		10.0
		R3-9cP	30 X 12	2.500												
	33+96 LT	R3-7R	30 X 30	6.250							10.0		10.0			
	34+40 RT	R3-8	30 X 36	7.500							10.0	10.0	20.0			
	35+17 RT	R1-1	30 x 30	6.250							10.0		10.0			
	36+03 RT	W11-2	36 X 36		9.000						10.5	10.5	21.0			
		W16-9P	24 X 12	2.000												
	36+07 LT	R3-7R	30 X 30	6.250							10.0		10.0			
	36+45 RT	R4-7	24 X 30	5.000										10.0		10.0
		OM3-L	36 X 12		3.000											
	36+73 RT	R1-1	30 X 30	6.250							10.0		10.0			
	37+30 RT	W3-2	36 X 36		9.000						10.5	10.5	21.0			
	37+56 RT	R3-17	30 X 24	5.000										10.0		10.0
		R3-17bP	30 X 12	2.500												
	38+60 RT	Sign Assembly, RRFB														
	38+86 LT	Sign Assembly, RRFB														
	38+88 RT	R1-2	36 X 36		9.000						10.5	10.5	21.0			
	38+98 RT	R1-2	36 X 36		9.000						10.5	10.5	21.0			
	39+02 LT	D3-1(4)	60 X 24		10.000						9.5	9.5	19.0			
LINE PR-B-N	40+74 RT	D3-1(3)	60 X 24		10.000						9.5	9.5	19.0			
	40+78 LT	R1-2	36 X 36		9.000						10.5	10.5	21.0			
	40+85 LT	R1-2	36 X 36		9.000						10.5	10.5	21.0			
Totals				65.833	100.0						266.0			50.0		

DATE	REVISION
10-25-2024	Totals corrected

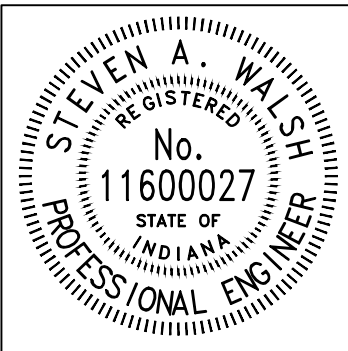


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CHECKED: SAW	CHECKED: SAW	

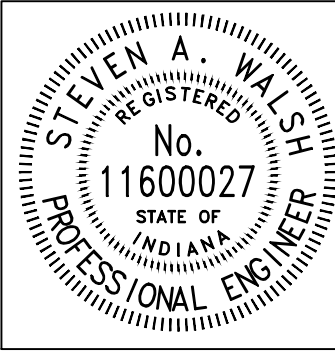
CITY OF WESTFIELD
SHEET SIGN SUMMARY TABLE

HORIZONTAL SCALE	BRIDGE FILE
N/A	N/A
VERTICAL SCALE	DESIGNATION
N/A	---
SURVEY BOOK	SHEETS
	58 of 96
CONTRACT	PROJECT
---	---

SHEET SIGN & POST SUMMARY

SIGN							POST										
PLAN SHEET No. /LINE	SIGN LOCATION (STA. or MP)	SIGN CODE	SIGN SIZE IN. X IN.	GROUND - MOUNTED SIGN AREA (ft2)			MOUNTED ON PANEL SIGN, AREA (ft2)	SQUARE									
				0.080"	0.100"	0.125"		0.080"	2 1/2" x 2 1/2" - 12 GA. (TYPE 3)			2" x 2" - 12 GA. (TYPE 2)			2 1/4" x 2 1/4" - 12 GA. (TYPE 1)		
									UNREINFORCED ANCHOR			REINFORCED ANCHOR			REINFORCED ANCHOR		
									POST LENGTH (FT)			POST LENGTH (FT.)			POST LENGTH (FT)		
1	2	TOTAL	1	2	TOTAL	1	2	TOTAL									
LINE PR-B-N	41+01 RT	Sign Assembly, RRFB															
	41+18 LT	Sign Assembly, RRFB															
	URBAN VINES WINERY																
	CITY OF WESTFIELD LOGO																
	41+89 LT	R3-17	30 x 24	5.000										10.0	10.0		
		R3-17bP	30 x 12	2.500													
	42+68 LT	W3-2	36 x 36		9.000					10.5	10.5	21.0					
	42+81 LT	R4-7	24 x 30	5.000										10.0	10.0		
		OM3-L	36 x 12		3.000												
	43+91 RT	R3-7R	30 X 30	6.250						10.0		10.0					
	44+18 LT	W11-2	36 x 36		9.000					10.5	10.5	21.0					
		W16-9P	24 x 12	2.000													
	45+18 LT	R3-8	30 X 36	7.500						10.0	10.0	20.0					
	45+89 RT	R1-1	30 x 30	6.250						10.0		10.0					
	46+18 LT	W2-6	36 x 36		9.000					10.5	10.5	21.0					
		W16-8P(1)	24 x 8	1.333													
	47+16 LT	R3-17	30 x 24	5.000										10.0	10.0		
		R3-9cP	30 x 12	2.500													
	47+26 RT	R2-1(40)	24 X 30	5.000										10.0	10.0		
LINE PR-R	100+95 LT	R6-1R	36 x 12		3.000					8.5	8.5	17.0					
	102+13 LT	R6-1R	36 x 12		3.000					8.5	8.5	17.0					
	103+23 LT	R6-1R	36 x 12		3.000					8.5	8.5	17.0					
	104+21 LT	R6-1R	36 x 12		3.000					8.5	8.5	17.0					

DATE	REVISION
10-25-2024	Totals corrected



RECOMMENDED FOR APPROVAL	<i>Steen With</i>	10-11-2024
DESIGN ENGINEER		DATE
DESIGNED: <u> </u> MIK	DRAWN: <u> </u> MIK	
CHECKED: <u> </u> SAW	CHECKED: <u> </u> SAW	

CITY OF WESTFIELD

SHEET SIGN SUMMARY TABLE

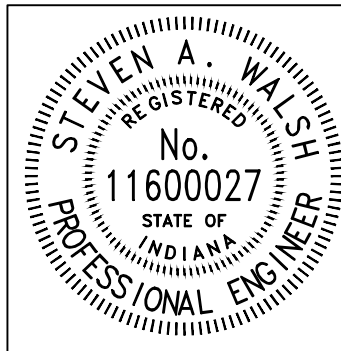
HORIZONTAL SCALE	BRIDGE FILE		
N/A	N/A		
VERTICAL SCALE	DESIGNATION		
N/A	----		
SURVEY BOOK	SHEETS		
	59	of	96
CONTRACT	PROJECT		
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[illegible]

STRUCTURE DATA

STRUCTURE NUMBER	LOCATION					SIZE	DESCRIPTION		LENGTH	VIDEO INSPECTION LENGTH	SKEW	COVER		FLOW LINE		SUMP DEPTH	TOP OF CASTING	SERVICE LIFE	SITE DESIGNATION	pH	METHOD	BACKFILL	STRUCTURE BACKFILL TYPE	TYPE 2					UNDERCUT				GEOTEXTILES for RIPRAP TYPE 1A	REVETMENT RIPRAP	SCOUR PROTECTION			CONCRETE, CLASS A, FOR STR.	PIPE, REMOVE	VIDEO INSPECTION	PIPE END SECTION	GRATED BOX END SECTION			SAFETY METAL END SECTION			CONNECT TO STR.	CULVERT ASSET ID	REMARKS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
	STATION	LEFT	RIGHT	CROSS	OFFSET		RCP CLASS	MANHOLE, INLET, CATCH BASIN, OR SPECIALTY STRUCTURE AND TYPE				LFT	LFT	FT															ELEV.	ELEV.	IN.	ELEV.			YRS	EXCAVATION	COMPACTED AGGREGATE #5					COMPACTED AGGREGATE #53		CYS.	TONS	TONS					SYS.	TONS	TONS	CYS	LFT	LFT	EA.	TYPE	SLOPE	EA.	TYPE	SLOPE	EA.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
36	17+93.0	X				12	3	Inlet Type M10	3	3		3.6		906.50	906.39			75	N.A.	7	1	1.2																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

DATE	REVISION
10-25-2024	Pipe removals updated



RECOMMENDED FOR APPROVAL	 DESIGN ENGINEER	10-11-2024 DATE
DESIGNED: MIK	DRAWN: MIK	
CHECKED: SAW	CHECKED: SAW	

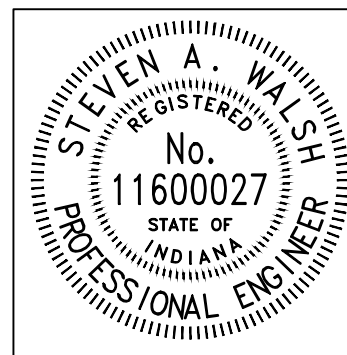
CITY OF WESTFIELD
STRUCTURE DATA TABLE

HORIZONTAL SCALE	BRIDGE FILE		
N/A	N/A		
VERTICAL SCALE	DESIGNATION		
N/A	---		
SURVEY BOOK	SHEETS		
	64	of	96
CONTRACT	PROJECT		
---	---		

STRUCTURE DATA

[illegible]

DATE	REVISION
10-25-2024	Pipe removals updated. Str. 99 updated



RECOMMENDED FOR APPROVAL	 DESIGN ENGINEER	10-11-2024 DATE
DESIGNED: _____ MIK	DRAWN: _____ MIK	
CHECKED: _____ SAW	CHECKED: _____ SAW	

CITY OF WESTFIELD

STRUCTURE DATA TABLE

HORIZONTAL SCALE	BRIDGE FILE		
N/A	N/A		
VERTICAL SCALE	DESIGNATION		
N/A	---		
SURVEY BOOK	SHEETS		
	66	of	96
CONTRACT	PROJECT		
---	---		



Hamilton County Surveyor's Office

One Hamilton County Square, Suite 188
Noblesville, Indiana 46060
Office: (317) 776-8495 Fax: (317) 776-9628

Outlet Permit

Permit Number: O-2024-00127 **Issue Date:** 10/14/2024 **Temporary:** N
Drain Name: EDWARDS, JOHN D **Project Name:** 161st & Springmill Roundabout
Project Type: Governmental Entity **Engineering Firm:** A&F Engineers
Number of Outlets: 1 **Plan Project Id:** N/A
Tile Size, Type, Length: 12"- 36" RCP 1650' **Outlet Type:** Direct
Purpose: Drainage for roundabout.
Project Location: North of the intersection of the ditch crossing under Spring Mill Rd.

Applicant:

City of Westfield
2706 171st Street
Westfield, IN
(317) 896-5577 (Business)

Contact: Johnathon Nail, City of Westfield
(317) 419-1594

Conditions for Approval:

CONTACT INSPECTOR LUTHER CLINE AT 317-408-8523 TO COORDINATE INSPECTION

Parcels:

Parcel No: 08-09-10-00-00-015.000 **Twp:** Washington
Parcel No: 09-09-11-00-16-126.000 **Twp:** Washington

10/14/2024

Surveyor:

Date:

SECTION 10: SPECIAL PROVISIONS

10.1 SCHEDULE

The anticipated schedule for this project is as follows:

Bids Due	October 30 th , 2024
Contract Notice to Proceed	Within 60 days of Bids Receipt
Preconstruction Meeting	Within 30 Business Days of NTP
Intermediate Completion	July 3 rd , 2025
Substantial Completion	August 1st, 2025 Sept. 15 th , 2025
Final Completion	October 1st, 2025 November 1 st , 2025

Contractor shall include any and all necessary overtime as required to complete the schedule as indicated above. All days referenced in the Special Provisions are in calendar days.

10.2 CLOSURE DURATION

The work shall be arranged and prosecuted such that 161st Street and Spring Mill Road are not closed to traffic longer than 60 consecutive calendar days. If 161st Street and Spring Mill Road is closed more than 60 consecutive calendar days, \$1,000/day or portion thereof will be assessed as liquidated damages, not as a penalty, but as damages sustained for each calendar day for which remains closed to traffic in excess of the number shown above.

10.3 INTERMEDIATE COMPLETION

The work shall be arranged and prosecuted such that the roundabout is complete and open to traffic no later than the Intermediate Completion date shown in section 10.1. This includes, but is not limited to, installation of HMA surface layer, final pavement markings, signing, and lighting.

10.4 UNIT PRICES

Payments will be made to the Contractor for the actual quantities of work performed or materials furnished in accordance with the drawings and specifications. The scheduled quantities of work to be performed and materials to be furnished may each be increased or decreased by 25% without in any way invalidating the unit price bid. The unit price bid shall be valid for all minor quantity adjustments directed to be made or as otherwise provided for in the Supplementary Conditions.

WORKING DRAWINGS

SECTION 807, BEGIN LINE 42, INSERT AS FOLLOWS:

Working drawings shall be submitted in accordance with 105.02 for lighting-standard assemblies, luminaries, and external drive assemblies.

The working drawings for this contact shall meet the requirements and specifications as detailed on the plans. Poles shall be heavy wall cast aluminum produced from certified ASTM 356.1 per ASTM B179-95a or ASTM B26-95. Or extruded aluminum produced with ASTM 6063 or 6061 alloy heat treated to a T6 temper. The arms shall be aluminum ASTM 6063 or 6061 alloy heat treated to a T6 temper.

All 30' in height with a 17" base. Pole shall be constructed of aluminum with four internal self-contained tracks. The pole shall be equipped with a GFCI receptacle and adjustable ~~flag pole hanger~~ banner arms. The entire pole with all accessories shall be black and be mounted on a 12" bolt circle. All hardware accessories shall be stainless steel.

Pole arms shall mount to the pole within one of the four side track slots, and shall be attached to the pole with a maximum of six track nuts. The base shall be a one-piece cast structural base made of an aluminum alloy 356 per the requirements of ASTM B26 or B108. The base shall be adhered to the pole shaft via a complete circumferential weld. Each base shall have a cast aluminum door fastened with tamper resistant screws. Further, the base shall be manufactured and installed to have provisions for grounding by the use of a lug cast to the inside of the base opposite the accessible door.

Working drawings for each luminaire model submitted shall include the luminaire specifications and data sheets.

All luminaires must meet IES RP-8 requirements for a LED. All LEDs shall provide no less than 18,900 Lumens with a LPW of no less than 109, and 4K color temperature. Further, luminaire shall be furnished and supplied with bowl glass and door optic features with a Type 3 asymmetric distribution. Borosilicate glass optics with 5 COBs and borosilicate glass refractors for maximum optical efficiency and reduced dirt depreciation shall also be provided. Product must have an enhanced surge suppression that meets or exceeds ANSI C136, an L70 rating with greater than 100,000 hours operation at 25 degrees Celsius. Final installation must have a black color finish, and be mounted as a quickly locking stem mount to the pole furnished and installed.

SECTION 807, BEGIN LINE 827, INSERT AS FOLLOWS:

Payment will be made under:

Pay Item	Pay Unit Symbol
Light Pole Ornamental	EACH

ADDENDUM NO. 2

**161st Street and Spring Mill Road Roundabout and
Trail Extension and Pedestrian Bridge Over John Edwards Drain**

TO: All Interested Bidders

FROM: A&F Engineering Co., LLC

DATE: 10/25/2024

Item No. 1: Answers to contractor questions are below. This information is considered to be an integral part of this contract.

Q: *I am requesting clarification on the requirement for a coating system for the pedestrian bridge. If the fabricator decides to use Self Weathering Steel, will a paint system still be required?*

A: The truss shall be painted black with a 3-coat system in accordance with General Plan Note 4 and the special provision "Pre-Engineered Steel Truss Bridge"

Q: *I noticed the quantity has changed from 7880 sys to 1 sys for the sodding pay item. Is there anyway to find out if that is correct?*

A: The sodding quantity has been corrected to 7880 SYS with the itemized proposed included with this addendum.

Item No. 2: The revised itemized proposal included with this addendum shall replace the itemized proposal on Pages 3-8 in Section 3 of the original contract book and supersedes all previous versions.

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

PLEASE COMPLETE THE BID PROPOSAL FORMS FOR EACH STREET FOLLOWING THIS SECTION

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$	\$
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$	\$
3	201-52370	CLEARING RIGHT OF WAY	LS	1	\$	\$
4	202-02279	CURB AND GUTTER, REMOVE	LFT	1334	\$	\$
5	202-52710	SIDEWALK CONCRETE, REMOVE	SYS	58	\$	\$
6	202-91385	INLET, REMOVE	EA	4	\$	\$
7	202-93047	MANHOLE, REMOVE	EA	2	\$	\$
8	202-93615	CONCRETE, REMOVE	SYS	203	\$	\$
9	202-96133	PIPE, REMOVE	LFT	500	\$	\$
10	202-98488	PIPE END SECTION, REMOVE	EA	7	\$	\$
11	203-02000	EXCAVATION, COMMON	CYS	7016	\$	\$
12	205-12108	STORM WATER MANAGEMENT BUDGET	DOL	48851	\$	\$
13	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1	\$	\$
14	205-12618	SWQCP PREPARATION	LS	1	\$	\$
15	206-51230	EXCAVATION, FOUNDATION, UNCLASSIFIED	CYS	25	\$	\$
16	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	551	\$	\$
17	207-08266	SUBGRADE TREATMENT, TYPE III	SYS	2940	\$	\$
18	207-09935	SUBGRADE TREATMENT, TYPE IC, UNDISTRIBUTED	SYS	2540	\$	\$
19	207-12635	SUBGRADE TREATMENT, TYPE IBC	SYS	12698	\$	\$
20	211-02050	B BORROW	CYS	115	\$	\$
21	211-06467	AGGREGATE FOR END BENT BACKFILL	CYS	10	\$	\$
22	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	2126	\$	\$
23		TIMBER RAILING	LFT	37	\$	\$
24	214-11796	GEOGRID, TYPE IB	SYS	399	\$	\$

161st Street and Spring Mill Road Roundabout and
Trail Extension and Pedestrian Bridge Over John Edwards Drain
City of Westfield, Indiana

Section 3 – Page 3

25	301-12234	COMPACTED AGGREGATE, NO. 53	CYS	86	\$	\$
26	302-07455	DENSE GRADED SUBBASE	CYS	52	\$	\$
27	303-01180	COMPACTED AGGREGATE NO. 53	TON	4787	\$	\$
28	304-12623	HMA PATCHING, FULL DEPTH, TYPE B	TON	58	\$	\$
29	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	7463	\$	\$
30	401-07327	HMA, TYPE B, 70, SURFACE, 9.5 mm	TON	1419	\$	\$
31	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	1340	\$	\$
32	401-07407	HMA, TYPE B, 64, BASE, 25.0 mm	TON	2680	\$	\$
33	401-10258	JOINT ADHESIVE, SURFACE	LFT	7986	\$	\$
34	401-10259	JOINT ADHESIVE, INTERMEDIATE	LFT	3882	\$	\$
35	401-11785	LIQUID ASPHALT SEALANT	LFT	7986	\$	\$
36	402-07451	HMA WEDGE AND LEVEL, TYPE B	TON	154	\$	\$
37	406-05520	ASPHALT FOR TACK COAT	TON	10	\$	\$
38	502-06327	PCCP, 10 IN., STAMPED AND COLORED	SYS	263	\$	\$
39	604-05528	HMA FOR SIDEWALK	TON	361	\$	\$
40	604-06070	SIDEWALK, CONCRETE	SYS	111	\$	\$
41	604-08086	CURB RAMP, CONCRETE	SYS	303	\$	\$
42	604-12083	DETECTABLE WARNING SURFACES	SYS	50	\$	\$
43	605-06120	CURB, CONCRETE	LFT	2791	\$	\$
44	605-06140	CURB AND GUTTER, CONCRETE	LFT	3592	\$	\$
45	605-06255	CENTER CURB, CONCRETE, TYPE D	SYS	36	\$	\$
46	605-08636	CURB AND GUTTER, TURNOUT COMBINED	LFT	42	\$	\$
47	605-97937	CURB AND GUTTER, ROLL CURB	LFT	393	\$	\$
48	610-07487	HMA FOR APPROACHES, TYPE B	TON	132	\$	\$
49	610-08446	PCCP FOR APPROACHES, 6 IN	SYS	153	\$	\$
50	610-09108	PCCP FOR APPROACHES, 9 IN	SYS	160	\$	\$
51	611-08232	MAILBOX ASSEMBLY, RESET, SINGLE	EA	4	\$	\$
52	615-01469	MONUMENT, SECTION CORNER, INSTALL	EA	1	\$	\$

161st Street and Spring Mill Road Roundabout and
Trail Extension and Pedestrian Bridge Over John Edwards Drain
City of Westfield, Indiana

Section 3 – Page 4

53	616-06405	RIPRAP, REVETMENT	TON	29	\$	\$
54	616-12246	GEOTEXTILE FOR RIPRAP, TYPE 1A	SYS	69	\$	\$
55	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EA	4	\$	\$
56	621-06560	MULCHED SEEDING, TYPE U	SYS	1535	\$	\$
57	621-06570	TOPSOIL	CYS	263	\$	\$
58	621-06574	SODDING	SYS	7880	\$	\$
59	701-09558	TEST PILE, INDICATOR, PRODUCTION	LFT	80	\$	\$
60	701-09560	TEST PILE, INDICATOR, RESTRIKE	EA	2	\$	\$
61	701-09739	PILE SHOE, HP 12 X 53	EA	6	\$	\$
62	701-51195	PILE, STEEL H, HP 12 X 53	LFT	120	\$	\$
63	702-51005	CONCRETE, A, SUBSTRUCTURE	CYS	15	\$	\$
64	703-06029	REINFORCING BARS, EPOXY COATED	LBS	2562	\$	\$
65	709-51821	SURFACE SEAL	LS	1	\$	\$
66	711-04845	BRIDGE, STEEL TRUSS, PRE-ENGINEERED	LS	1	\$	\$
67	715-05024	PIPE, TYPE 2, CIRCULAR, 36 IN.	LFT	604	\$	\$
68	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	3080	\$	\$
69	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	1287	\$	\$
70	715-05150	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	316	\$	\$
71	715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	175	\$	\$
72		PIPE, CIRCULAR, 18 IN., DUCTILE IRON	LFT	30	\$	\$
73	715-05154	PIPE, TYPE 2 CIRCULAR, 24 IN.	LFT	125	\$	\$
74	715-05407	PIPE, END BENT DRAIN, DIAMETER 6 IN.	LFT	56	\$	\$
75	715-09064	VIDEO INSPECTION FOR PIPE	LFT	2537	\$	\$
76	715-46010	PIPE END SECTION, DIA 18"	EA	1	\$	\$
77	718-06532	VIDEO INSPECTION FOR UNDERDRAINS	LFT	3080	\$	\$
78	718-12305	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	SYS	2858	\$	\$

79	718-12309	GEOTEXTILE FOR UNDERDRAINS, TYPE 3	SYS	24	\$	\$
80	718-52610	AGGREGATE FOR UNDERDRAINS	CYS	290	\$	\$
81	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	EA	1	\$	\$
82	720-45035	INLET, F7	EA	1	\$	\$
83	720-45045	INLET, TYPE J10	EA	8	\$	\$
84	720-45055	INLET, TYPE M10	EA	6	\$	\$
85	720-45250	CATCH BASIN, TYPE K10	EA	12	\$	\$
86	720-45260	PIPE CATCH BASIN, 12 IN.	EA	3	\$	\$
87	720-45410	MANHOLE, C4	EA	7	\$	\$
88	720-45515	MANHOLE, TYPE D4, MODIFIED	EA	2	\$	\$
89	720-95422	MANHOLE, J4	EA	4	\$	\$
90	724-12773	BRIDGE EXPANSION JOINT, TYPE PCF	LFT	14	\$	\$
91	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EA	15	\$	\$
92	801-06625	DETOUR ROUTE MARKER ASSEMBLY	EA	62	\$	\$
93	801-06640	CONSTRUCTION SIGN, A	EA	20	\$	\$
94	801-06645	CONSTRUCTION SIGN, B	EA	5	\$	\$
95	801-06775	MAINTAINING TRAFFIC	LS	1	\$	\$
96	801-07118	BARRICADE, III-A	LFT	108	\$	\$
97	801-07119	BARRICADE, III-B	LFT	132	\$	\$
98	802-03821	SIGN, SHEET, WITH LEGEND	EA	2	\$	\$
99	802-04314	SIGN, ASSEMBLY, RRFB	EA	8	\$	\$
100	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	LFT	110	\$	\$
101	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	LFT	742	\$	\$
102	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	EA	13	\$	\$
103	802-07060	SIGN, SHEET, RELOCATE	EA	3	\$	\$
104	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	150	\$	\$
105	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	260	\$	\$
106	802-76055	SIGN POST, TYPE A	LFT	24	\$	\$
107	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	EA	1	\$	\$

108	805-02087	TRANSPORTATION OF SALVAGEABLE SIGNAL EQUIPMENT	LS	1	\$	\$
109	807-02191	HANDHOLE, LIGHTING	EA	3	\$	\$
110	807-12791	LIGHTING FOUNDATION, CONVENTIONAL POLE, CONCRETE, WITH GROUNDING	EA	8	\$	\$
111	807-03950	LUMINAIRE ORNAMENTAL	EA	8	\$	\$
112	807-03951	LIGHT POLE ORNAMENTAL	EA	8	\$	\$
113	807-06592	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	212	\$	\$
114	807-07580	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	LFT	675	\$	\$
115	807-86810	SERVICE POINT, TYPE II	EA	1	\$	\$
116	807-86889	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	LFT	768	\$	\$
117	807-86910	CONNECTOR KIT, UNFUSED	EA	8	\$	\$
118	807-86915	CONNECTOR KIT, FUSED	EA	8	\$	\$
119	807-86920	MULTIPLE COMPRESSION FITTING, NON- WATERPROOFED	EA	19	\$	\$
120	807-86930	INSULATION LINK, NON- WATERPROOFED	EA	20	\$	\$
121	807-97237	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 1/C, IN CONDUIT	LFT	212	\$	\$
122	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL, AND ARROW	EA	4	\$	\$
123	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	862	\$	\$
124	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	79	\$	\$
125	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	3670	\$	\$
126	808-10033	LINE, MULTI-COMPONENT, SOLID, WHITE, 4 IN.	LFT	16	\$	\$
127	808-10034	LINE, MULTI-COMPONENT, SOLID, YELLOW, 4 IN.	LFT	32	\$	\$
128	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	LFT	25	\$	\$

129	808-10077	PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, LANE INDICATION ARROW	EA	2	\$	\$
130	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	LFT	120	\$	\$
131	808-11478	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN.	LFT	112	\$	\$
132	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	LFT	311	\$	\$
133	808-11953	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 18 IN.	LFT	112	\$	\$
134		ITEM DELETED				
135	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	7659	\$	\$
136	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	LFT	281	\$	\$
137	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	36	\$	\$
138	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	51	\$	\$
139	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	EA	16	\$	\$
Total						\$

Base Bid Amount in words for 161st Street and Spring Mill Road Roundabout and Trail Extension and Pedestrian Bridge Over John Edwards Drain Project:

_____ Dollars and ____/100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 161st Street and Spring Mill Roundabout and Trail Extension and Pedestrian Bridge over John Edwards Drain

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 161st Street and Spring Mill Roundabout and Trail Extension and Pedestrian Bridge over John Edwards Drain project, hereinafter referred to as the “Project”;

WHEREAS, Morphe Construction, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Morphe Construction, the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	161 st STREET AND SPRING MILL ROAD ROUNDABOUT AND TRAIL EXTENSION AND PEDESTRIAN BRIDGE OVER JOHN EDWARDS DRAIN
Westfield Project Number:	1710058
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 ± 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

RESOLUTION NO. 24-153 2024

**A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND
SAFETY DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND
AUTHORIZING SALE OR TRANSFER**

WHEREAS, it has come to the attention of the Board of Public Works and Safety ("Board") of the City of Westfield, Indiana ("City") that certain property owned by the City is now surplus and should be transferred; and

WHEREAS, Ind. Code § 5-22-22 *et seq.* authorizes the City to follow certain procedures to dispose of or transfer surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Westfield that:

Section 1. The above recitals are incorporated by reference.

Section 2. The following property belongs to the City, is no longer needed and/or is unfit for the purposes for which it was intended, and is therefore declared surplus property ("Property"):

Fire Department Boat, Trailer and Motor

Boat Manufacturer: 1994 Sylvan Marine

Boat Model Number: 1672J

Tailer: 1993 Midwest Industries

Trailer VIN#: 1MDEWMP17RL653112

Section 3. The aforementioned Property has an estimated value of less than one thousand dollars (\$1,000), so the City may sell or transfer the Property without advertising, pursuant to Ind. Code § 5-22-22-6.

Section 4. This Resolution is effective upon passage.

ADOPTED and PASSED this ____ day of _____.

BOARD OF PUBLIC WORKS AND SAFETY,
CITY OF WESTFIELD, INDIANA

President Randy Graham

Mayor Scott A. Willis

Nick Barbknecht

Attest: _____

Westfield Board of Public Works & Safety

2025 Meeting Schedule

Monthly Meeting Date	Deadline to Submit Agenda items
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January 22, 2025	January 15, 2025
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February 26, 2025	February 19, 2025
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March 26, 2025	March 19, 2025
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April 23, 2025	April 16, 2025
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May 28, 2025	May 21, 2025
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June 25, 2025	June 18, 2025
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July 23, 2025	July 16, 2025
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August 27, 2025	August 20, 2025
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September 24, 2025	September 17, 2025
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October 22, 2025	October 15, 2025
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*November 19, 2025	November 12, 2025
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*December 17, 2025	December 10, 2025
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Meetings are held at the Westfield City Hall, Assembly Room, 130 Penn Street, Westfield, IN 46074. They are the 4th Wednesday of each month and begin at 1:00 pm.

*Special dates due to the holiday schedule.



November 20, 2024

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- JKEs, Inc. d/b/a Smith Projects, Oak Ridge Pointe Development, Bond #101288176, \$705,950.91, Soil Erosion Control
- JKEs, Inc. d/b/a Smith Projects, Oak Ridge Pointe Development, Bond #101288294, \$185,841.17, Right of Way
- C.H. Garmong & Son, Inc., Shamrock Springs Elementary, Bond #7901185383, \$1,436,168.80, Storm Sewer, Trail, Erosion Control & ROW Improvements
- Capitol Construction Services, Inc., Moyer Fine Jewelers Building Expansion, Bond & Rider #30232422, \$6,064.00, Erosion Control
- CCD Ackerson, LLC, Midland Ackerson Blvd. Extension, Bond #5326601, \$182,324.18, Streets/Curbs
- CCD Ackerson, LLC, Midland Ackerson Blvd. Extension, Bond #5326602, \$129,026.70, Storm
- CCD Ackerson, LLC, Midland Ackerson Blvd. Extension, Bond #5326603, \$21,416.01, Erosion Control
- Platinum Properties Management Company, LLC, Ravinia, Section 1, Bond #5769466, \$105,911.83, Erosion Control
- Platinum Properties Management Company, LLC, Ravinia, Section 1, Bond #5769467, \$351,090.30, Road & Street Paving: Eagletown & 166th Street DOT Improvements (Stone Base, Asphalt Base, Intermediate & Surface HMA, Mill & Resurface, Stone Shoulder, Lane Striping)

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- Platinum Properties Management Company, LLC, Lancaster Amenity Area, Bond #4172284, \$15,014.19, Erosion Control

- Westfield Commercial Ventures, LLC, Legends Crossing, Phase 2, Bond #CBE1020293, \$1,149,344.00, Roadway
- Westfield Commercial Ventures, LLC, Legends Crossing, Phase 2, Bond #CBE1020296, \$380,564.00, Storm Sewers
- Westfield Commercial Ventures, LLC, Legends Crossing, Phase 2, Bond #CBE1020295, \$155,853.00, Sidewalk
- Westfield Commercial Ventures, LLC, Legends Crossing, Phase 2, Bond #CBE1020297, \$98,536.00, Erosion Control
- Giant Eagle, Inc., Market District – Wheeler Landing, Bond #30172507, \$102,575.00 ROW Improvements
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 2, Bond #SU1162053, \$98,104.00, Six Points Road ROW & Path Improvements
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 2, Bond #024248568, \$33,252.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #024256126, \$20,344.00, Common Area Walks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #024256124, \$50,392.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #024256125, \$116,780.00, Asphalt Trail
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #800117917, \$293,410.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #024256135, \$372,945.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 9, Bond #024267036, \$333,119.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 9, Bond #024267037, \$382,837.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 9, Bond #024267039, \$58,132.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #024269123, \$294,476.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBJA9177, \$44,737.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBJA9181, \$221,559.00, Storm Sewer & SSD
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBJA9180, \$25,091.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBJA9178, \$45,488.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171175, \$429,675.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171176, \$73,305.00, Concrete Curb
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171173, \$19,381.00, Common Walks

- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171177, \$65,249.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171174, \$465,773.00, Asphalt Streets

Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Midwest Design Group, LLC, Legends Crossing, Phase II, Bond #30225820, \$162,208.66, Streets/Curbs, Storm Sewer, Sidewalks, & Erosion Control
- Giant Eagle, Inc., Market District – Wheeler Landing, Bond #30172507M, \$9,325.00, Streets, Curbs, & Sidewalks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 2, Bond #SU1162053M, \$8,919.00, Six Points Road & Path Improvements
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 2, Bond #024248568M, \$3,022.84, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #024256124M, \$4,582.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #800117917M, \$29,341.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #024256126M, \$1,850.00, Common Area Walks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #024256125M, \$10,617.00, Asphalt Trail
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 7, Bond #024256135M, \$33,905.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 9, Bond #024267036M, \$30,284.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 9, Bond #024267037M, \$34,804.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 9, Bond #024267039M, \$5,285.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #024269123M, \$26,771.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBJG1634, \$4,067.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBJG1635, \$20,142.00, Storm Sewer & SSD
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBJG1632, \$4,136.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBJG1633, \$2,281.00, Common Walks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171175M, \$37,867.00, Storm Sewer & Subsurface Drain

- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171176M, \$6,665.00, Concrete Curb
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171173M, \$1,762.00, Common Walks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171177M, \$5,932.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171174M, \$42,343.00, Asphalt Streets

Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

- D&R Excavating, Inc. d/b/a Earth Resources, Emory Trace, Section 1, Bond & Rider #INC61425, \$31,982.40, Storm Sewer
- E&B Paving, LLC, Emory Trace, Section 1, Bond #30121543, \$9,419.00, Asphalt Paving, 193rd Street Arterial Pavement (Entry, AD Lane & Passing Blister, Asphalt Base, Binder, Surface, Stone Shoulder & Striping)
- E&B Paving, LLC, Emory Trace, Section 1, Bond & Rider #30107573, \$16,626.40, Asphalt Paving: Local Streets (Stone, Binder, Surface)
- Conco Curbs & Paving, LLC, Emory Trace, Section 1, Bond & Rider #B3253015, \$8,341.20, Concrete Curbs
- Conco Curbs & Paving, LLC, Emory Trace, Section 1, Bond & Rider #B3253016, \$449.00, Concrete Walks & CA Ramps
- Weihe Construction, Inc., Emory Trace, Section 2, Bond #7901082305, \$13,279.00, Storm Sewer & Subsurface Drains
- Harding Asphalt d/b/a Harding Group, Emory Trace, Section 2, Bond #7901082299, \$17,917.10, Asphalt Paving, Local Streets & Access Driveways
- Harding Asphalt d/b/a Harding Group, Emory Trace, Section 2, Bond #7901082301, \$3,227.30, Concrete Curbs (Roll-Curb & Gutter),
- Harding Asphalt d/b/a Harding Group, Emory Trace, Section 2, Bond #7901082300, \$4,428.00, Asphalt Paving – 8' DOT Asphalt Path

Cash in Lieu

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Developer Agreement (Cash in Lieu) for the requested developments:

- **NONE**



**City of Westfield Fire Department
Board of Public Works & Safety Report
October 2024 Report**

Contact: Fire Chief

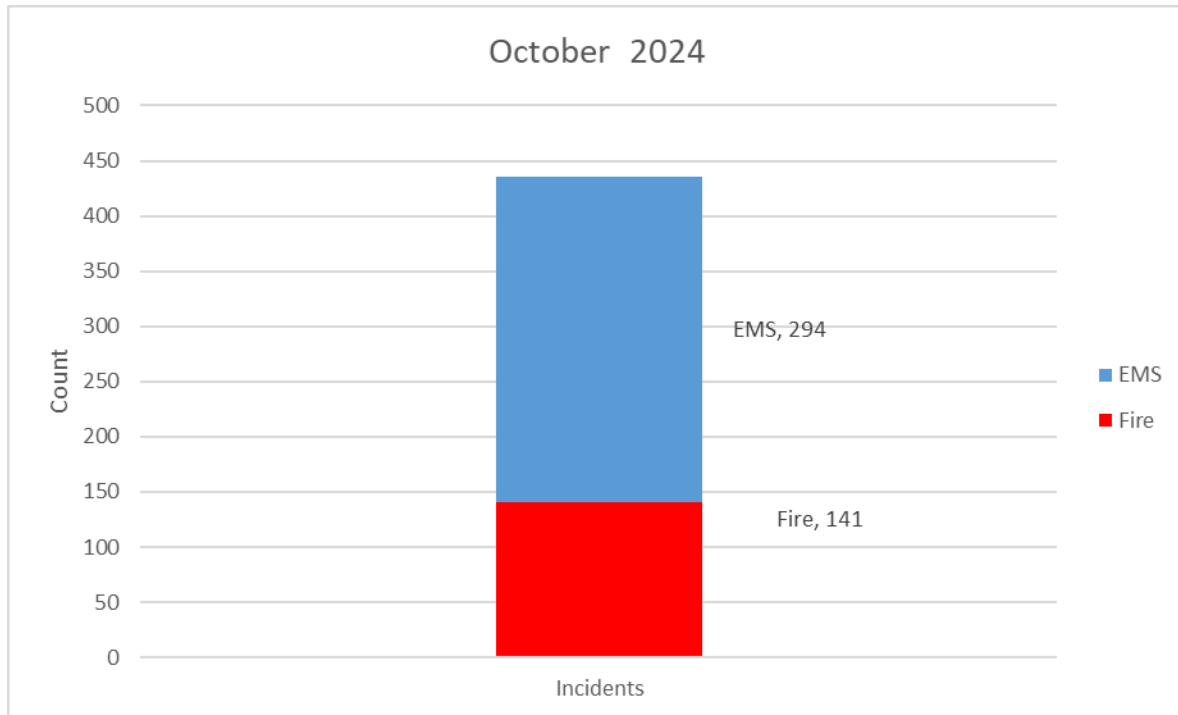
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire October 2024 Incident Statistics

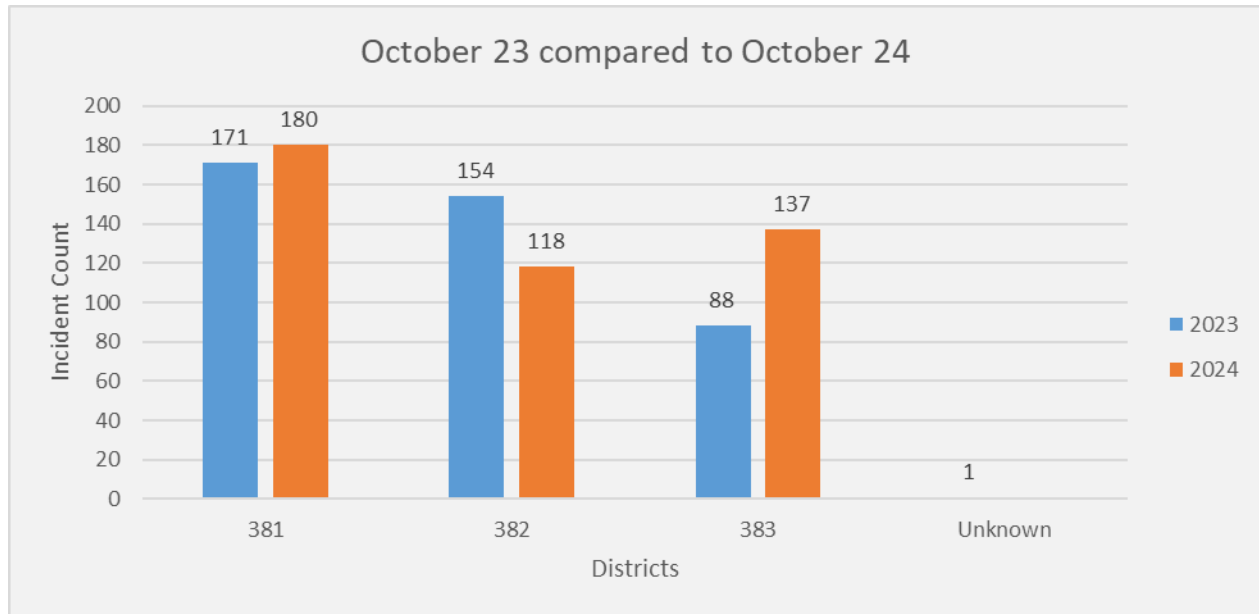


Incident Type	Incident Count	% of total Incident
Fire	141	32%
EMS	294	68%
Total	435	

Average 14.50 response per day. Average turnout time 1:15. And a total of 1072 apparatus response. 15.4% of our calls for service were to Care Facilities



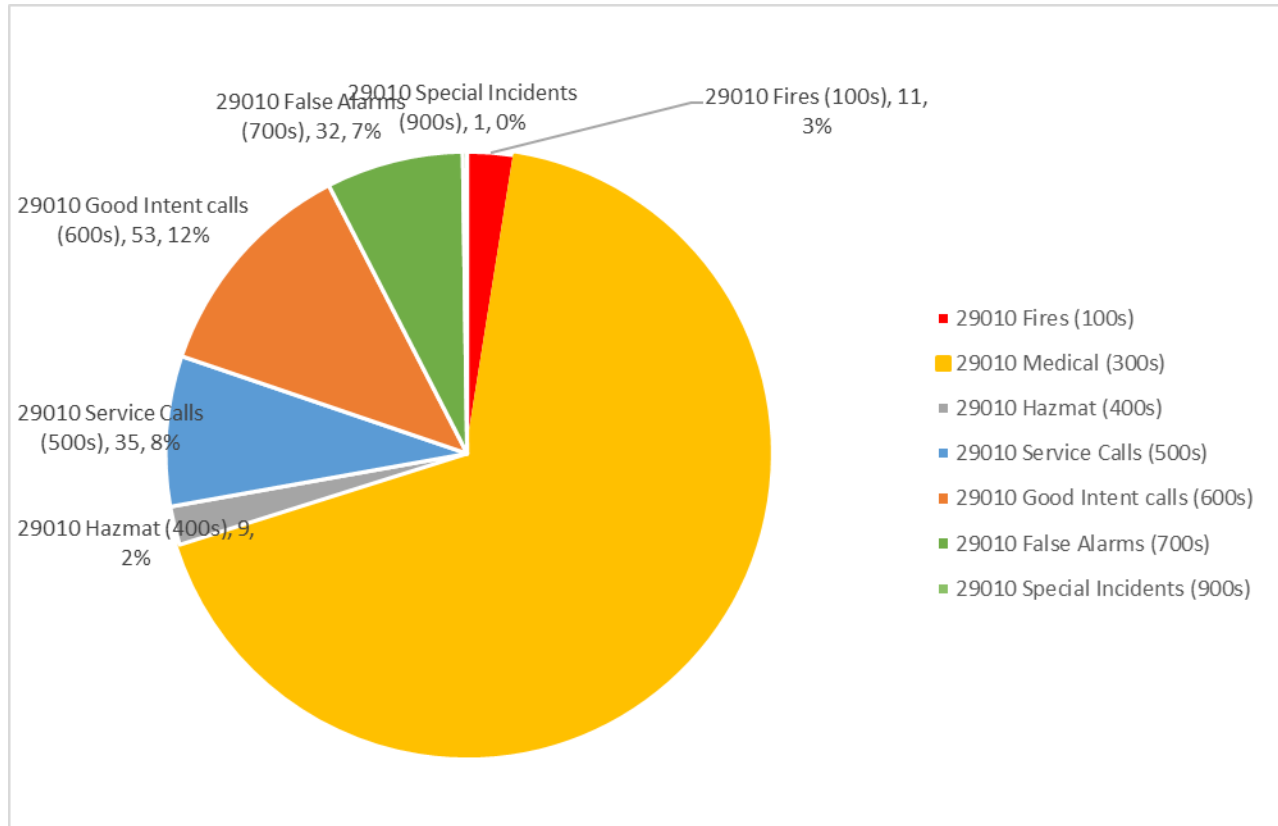
Westfield Fire October 2024 Incident Statistics



District	Oct-23	Oct-24	Increase/ decrease	% increase /%decrease
381	171	180	9	5%
382	154	118	-36	-23%
383	88	137	49	56%
Total	413	435	22	5.33%



Westfield Fire October 2024 Incident Statistics



Call Type	Incident Count	% of total calls
Medical	294	67.74%
Good Intent	53	12.21%
Service Calls	35	8.06%
False Alarm	32	7.37%
Hazmat	9	2.07%
Fires	11	2.53%
Total	434	



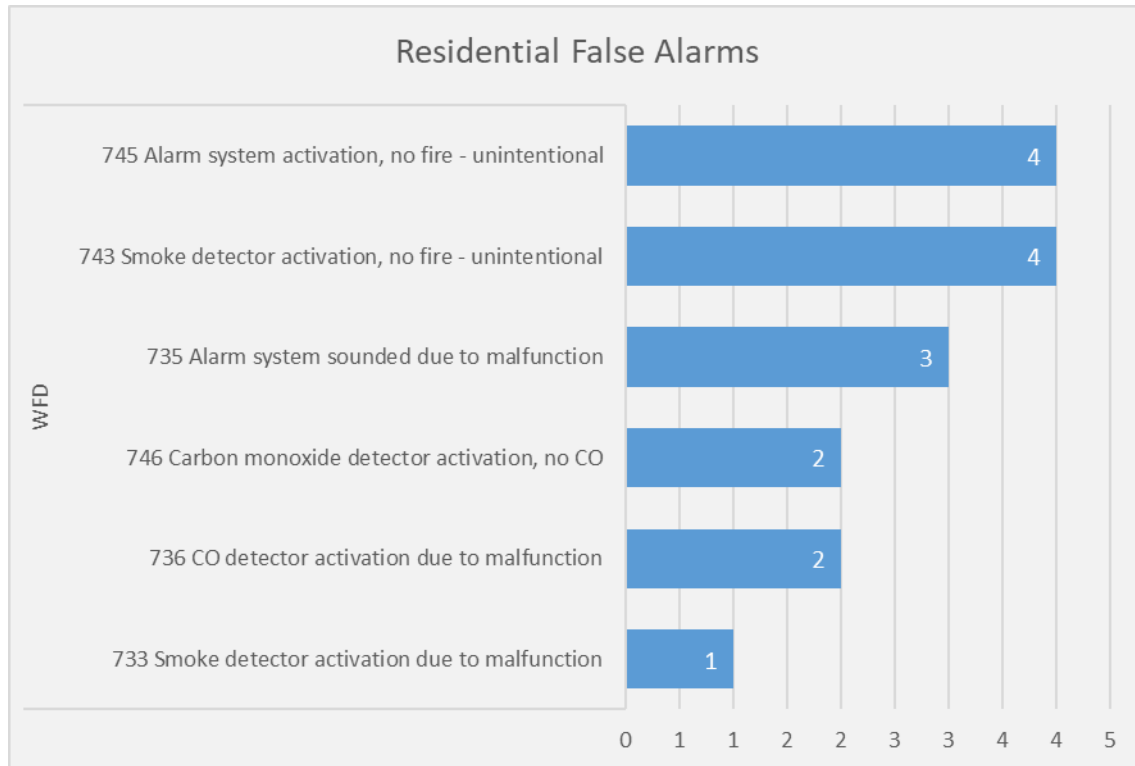
Westfield Fire October 2024 Incident Statistics

Total Calls By Incident Type	Count
111 111 Building fire	4
113 113 Cooking fire, confined to container	2
131 131 Passenger vehicle fire	2
142 142 Brush or brush-and-grass mixture fire	1
143 143 Grass fire	1
151 151 Outside rubbish, trash or waste fire	1
320 320 Emergency medical service, other (conversion only)	5
321 321 EMS call, excluding vehicle accident w ith injury	263
322 322 Motor vehicle accident w ith injuries	13
323 323 Motor vehicle/pedestrian accident (MV Ped)	5
324 324 Motor vehicle accident w ith no injuries.	6
352 352 Extrication of victim(s) from vehicle	1
353 353 Removal of victim(s) from stalled elevator	1
412 412 Gas leak (natural gas or LPG)	5
424 424 Carbon monoxide incident	1
440 440 Electrical wiring/equipment problem, other	1
444 444 Power line down	1
461 461 Building or structure weakened or collapsed	1
511 511 Lock-out	2
531 531 Smoke or odor removal	2
550 550 Public service assistance, other	7
551 551 Assist police or other governmental agency	4
553 553 Public service	4
553 5531 Public Service - Community Paramedicine	5
554 554 Assist invalid	9
561 561 Unauthorized burning	2
611 611 Dispatched & canceled en route	36
622 622 No incident found on arrival at dispatch address	6
650 650 Steam, other gas mistaken for smoke, other	1
651 651 Smoke scare, odor of smoke	10
731 731 Sprinkler activation due to malfunction	1
733 733 Smoke detector activation due to malfunction	3
735 735 Alarm system sounded due to malfunction	8
736 736 CO detector activation due to malfunction	2
743 743 Smoke detector activation, no fire - unintentional	4
745 745 Alarm system activation, no fire - unintentional	12
746 746 Carbon monoxide detector activation, no CO	2
911 911 Citizen complaint	1



Westfield Fire October 2024 Incident Statistics

False Alarm Calls

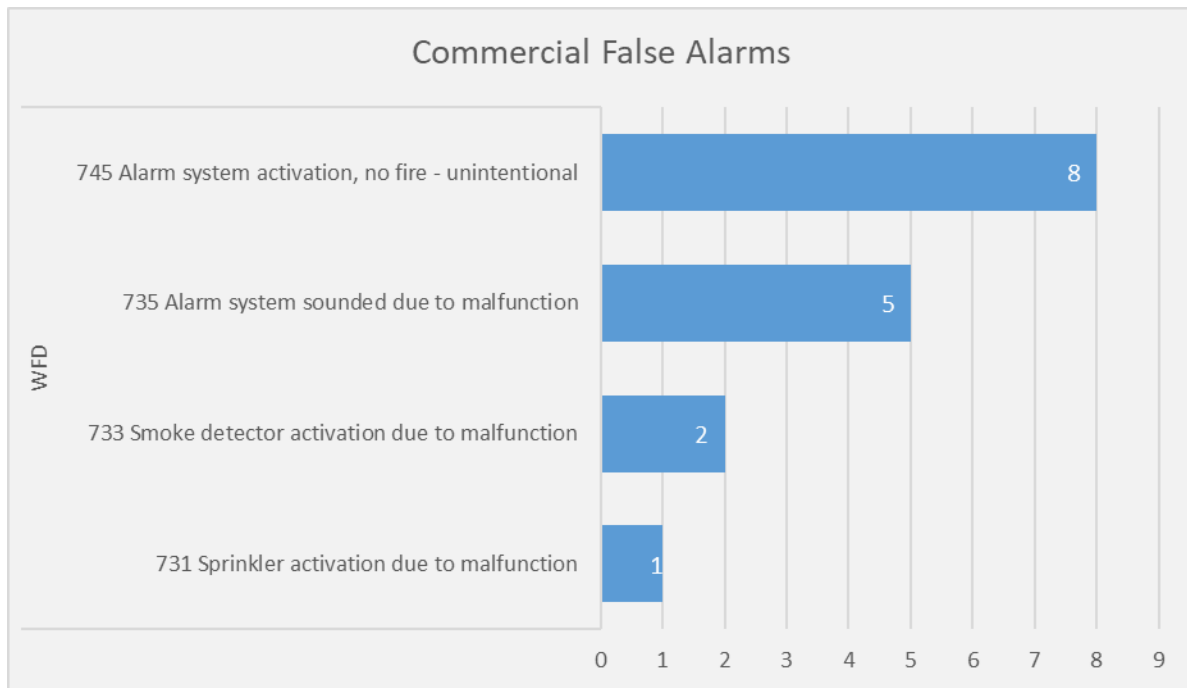


16 Residential Alarms



Westfield Fire October 2024 Incident Statistics

False Commercial Fire Alarm Calls

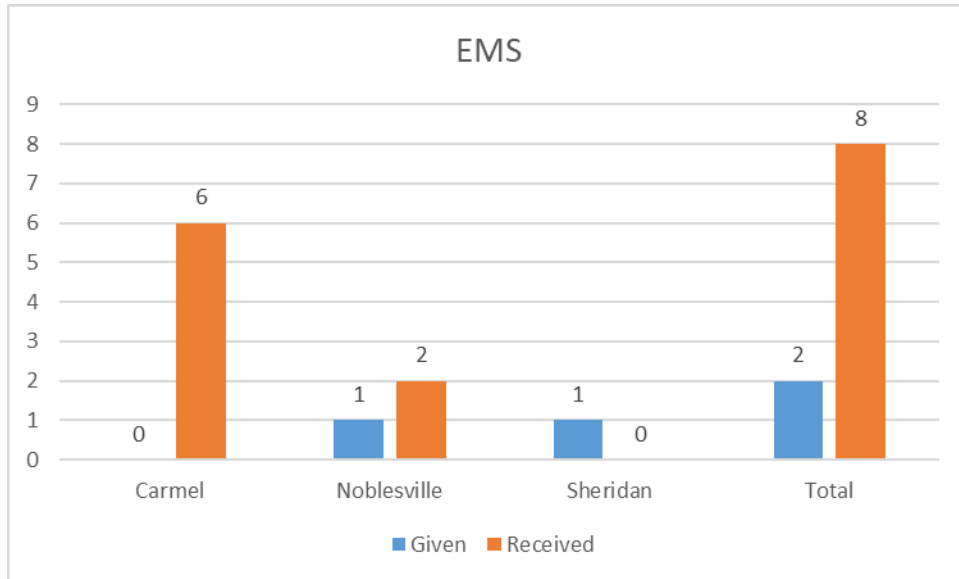


16 Commercial False Alarms



Westfield Fire October 2024 Incident Statistics

Mutual Aid data EMS



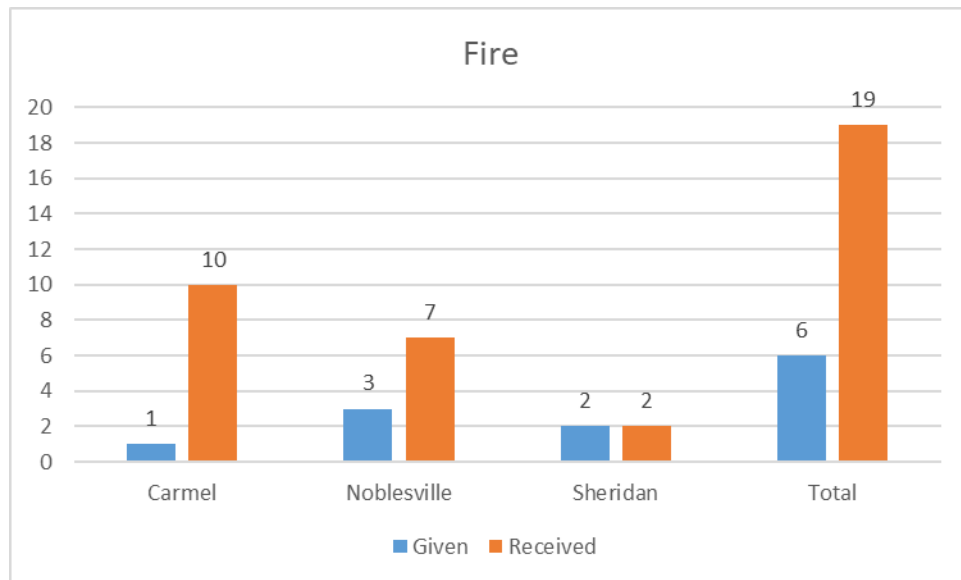
	Given	Received
Carmel	0	6
Noblesville	1	2
Sheridan	1	0
Total	2	8

Total 10



Westfield Fire October 2024 Incident Statistics

Mutual Aid Data Fire Incidents



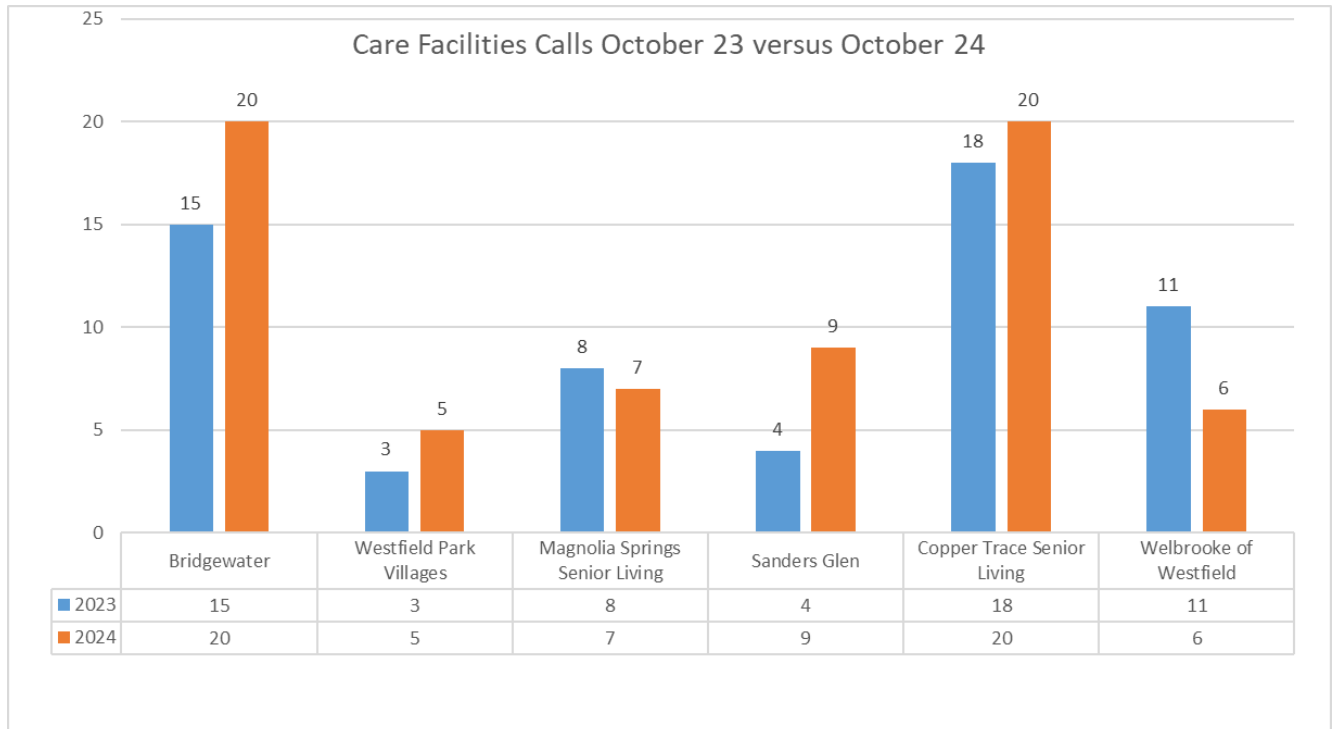
	Given	Received
Carmel	1	10
Noblesville	3	7
Sheridan	2	2
Total	6	19

Total 25



Westfield Fire October 2024 Incident Statistics

Care Facility



Address	CareFacility	October	24-Oct	Percent Increase
14751 CAREY RD, Carmel	Bridgewater	15	20	25.00
776 N union	Westfield Park Villages	3	5	40.00
14901 Carey Rd	Magnolia Springs Senior Living	8	7	-14.29
334 S Cherry	Sanders Glen	4	9	55.56
1250 W 146TH ST, Westfield	Copper Trace Senior Living	18	20	10.00
937 E 186	Wellbrooke of Westfield	11	6	-83.33

67 total calls for service to care facilities



Board of Public Works & Safety October 2024

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Section 1- Field Activity Performance Measures

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UCR Offenses- Page 3

Arrests and Traffic- Page 4

Top Accident Locations- Page 5

Total Accidents by Primary Cause- Page 6

Section 2- Community Events- Page 7



WESTFIELD POLICE DEPARTMENT

October 2024
Events by Nature

Incident Type	Count
911 Hang Up	18
Abandoned Vehicle	10
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run PD	21
Accident - Hit & Run PI	0
Accident - Other	2
Accident - Property Damage	100
Accident - Personal Injury	13
Accident - Sinking Vehicle	0
Accident - Unknown	8
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	0
Alarm - Burglar	103
Alarm - Hold Up	13
Animal Bite / Attack	5
Animal Complaint	42
Assist Fire	54
Assist Other Department	24
Assist Public	34
Battery	11
Bike Patrol	0
Bomb Device Found	0
Bomb Threat	0
Burglary	4
Carjacking	0
Case Follow Up	159
Child Seat Inspection	7
Civil Dispute	30
Criminal Mischief	17
Damage to Property	0
Death Investigation	1

WESTFIELD POLICE DEPARTMENT

October 2024
Events by Nature

Incident Type	Count
Directed Patrol	286
Disturbance	25
Domestic	0
Driving Complaint	209
Drug Complaint	9
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	1
Fight	4
Firearms Shots Fired	1
Foot Patrols	230
Found / Lost Property	17
Found Person	1
Fraud Prescription	0
Fraud / Deception	28
Harassment	21
Intoxicated Person	5
Investigation	31
Investigative Stop	2
Juvenile Complaint	6
K9 Detail	2
Kidnapping	0
Lock Out	42
Loud Party	7
Mental Emotional - Violent	4
Mental Emotial/Suicide Attempt	2
Mental Person	6
Miscellaneous	28
Missing Person	5
Missing Person - PLS	0
New Call	0
Nuisance	16
Ordinance Misc.	20
Parking Complaint	21

WESTFIELD POLICE DEPARTMENT

October 2024
Events by Nature

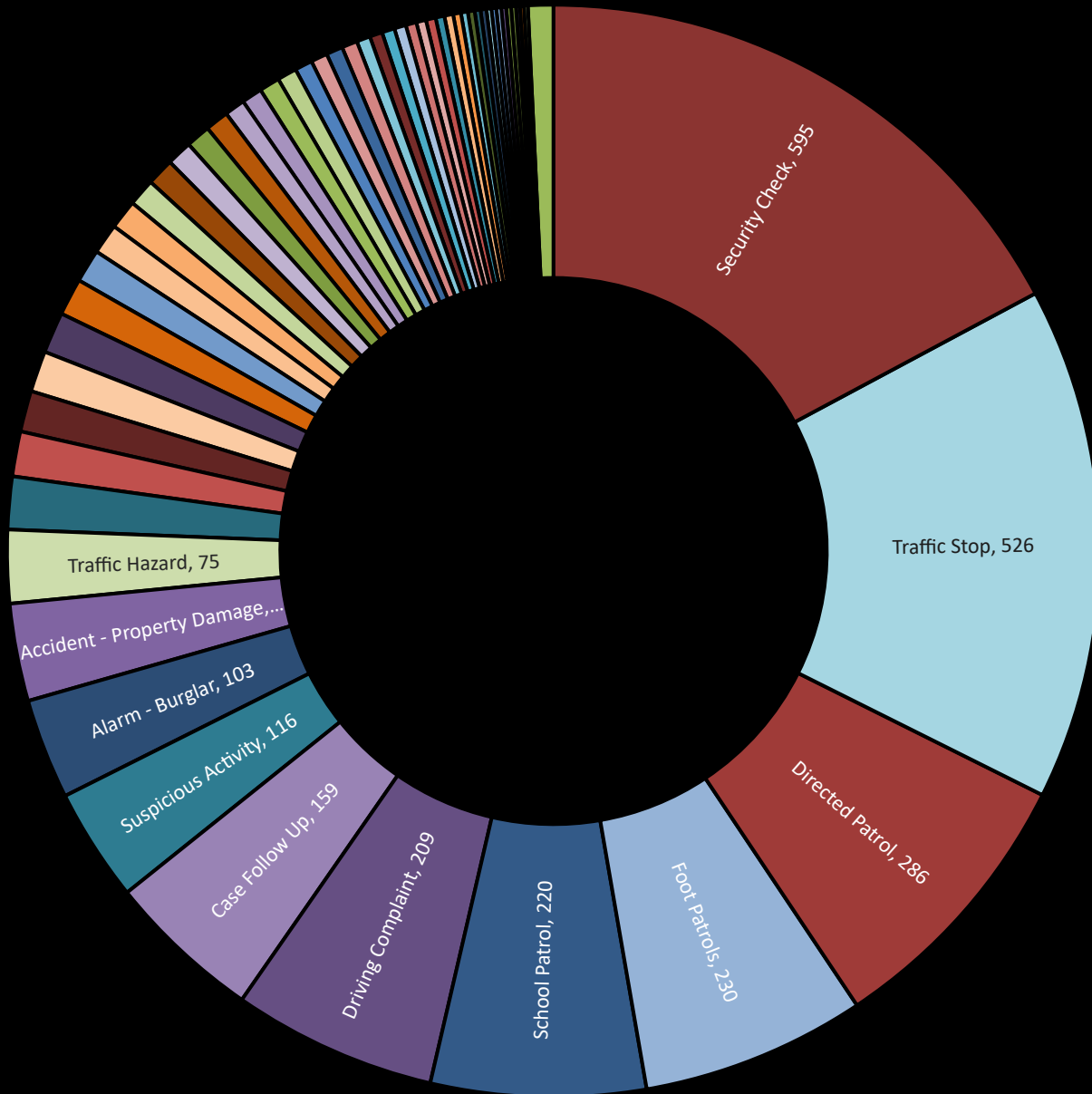
Incident Type	Count
Physical Disturbance	14
Product Contamination	0
Reckless Activity	2
Road Rage	9
Robbery	0
Runaway	0
School Patrol	220
Security Check	595
Sex Offense	5
Shooting	0
Solicitor	1
Special Detail	5
Stabbing	0
Suicide	0
Suspicious Activity	116
Suspicious Package	0
Suspicious Person	0
Test	0
Theft	38
Theft - From a Vehicle	1
Theft - of a Vehicle	1
Theft Shoplifter	0
Threat to Life	12
Threatening Suicide	10
Tow Release	2
Traffic Hazard	75
Transport	1
Trespassing	26
Traffic Stop	526
Unknown Call for Police	1
VIN Check	42
Wanted	2
Warrant Service	5

WESTFIELD POLICE DEPARTMENT

October 2024
Events by Nature

Incident Type	Count
Weapons Complaint	1
Welfare Check	46
Total	3463

Monthly Events by Incident Type October 2024

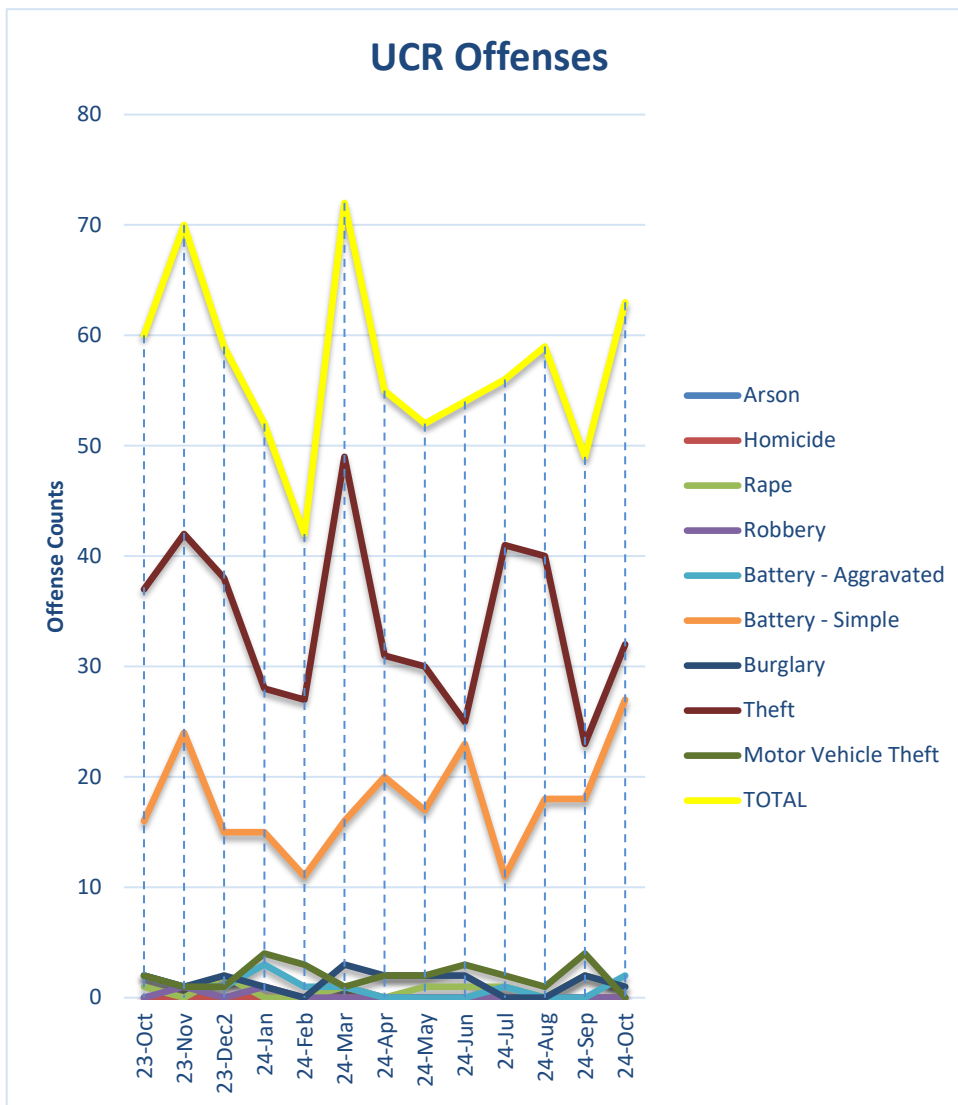


WESTFIELD POLICE DEPARTMENT

October 2024

UCR OFFENSES

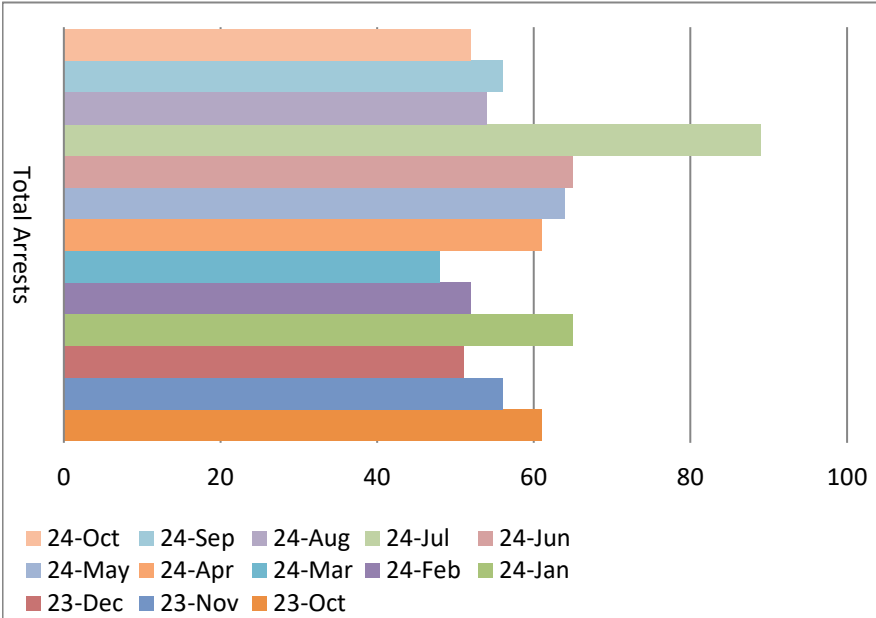
OFFENSE	23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct
Arson	0	0	0	0	0	1	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	2	0	0	1	0	1	1	1	0	2	1
Robbery	0	1	0	1	0	0	0	0	0	0	0	0	0
Battery - Aggravated	2	1	1	3	1	1	0	0	0	1	0	0	2
Battery - Simple	16	24	15	15	11	16	20	17	23	11	18	18	27
Burglary	2	1	2	1	0	3	2	2	2	0	0	2	1
Theft	37	42	38	28	27	49	31	30	25	41	40	23	32
Motor Vehicle Theft	2	1	1	4	3	1	2	2	3	2	1	4	0
TOTAL	60	70	59	52	42	72	55	52	54	56	59	49	63



WESTFIELD POLICE DEPARTMENT

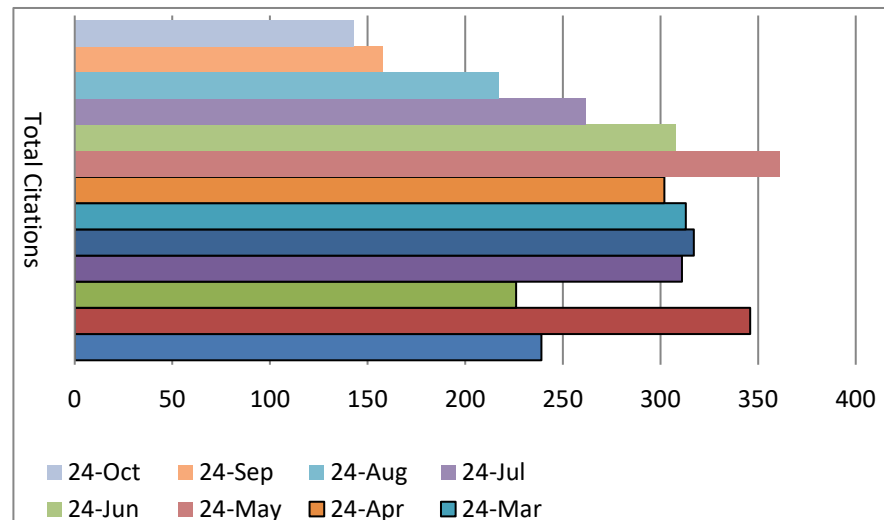
October 2024

Arrest Reports Taken	23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct
Alcohol/ Drug Related	15	11	23	27	14	12	16	23	20	21	16	15	13
Felony Charges	33	38	35	31	52	21	45	37	17	48	23	31	30
Misdemeanor Charges	71	58	69	71	54	62	87	58	70	110	66	54	64
Total Arrests	61	56	51	65	52	48	61	64	65	89	54	56	52



Traffic	23-Oct	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct
Total Citations	239	346	226	311	317	313	302	361	308	262	217	158	143
Total Written Warnings	724	567	488	641	806	811	566	532	561	637	532	494	472
Total Traffic Accidents	83	91	59	67	80	56	63	67	69	63	56	71	70
Property Damage	70	83	54	57	69	49	52	57	60	49	50	61	64
Personal Injury	13	8	5	10	11	7	11	10	9	14	7	10	6
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	10	10	8	5	8	0	7	4	10	15	4	6	11

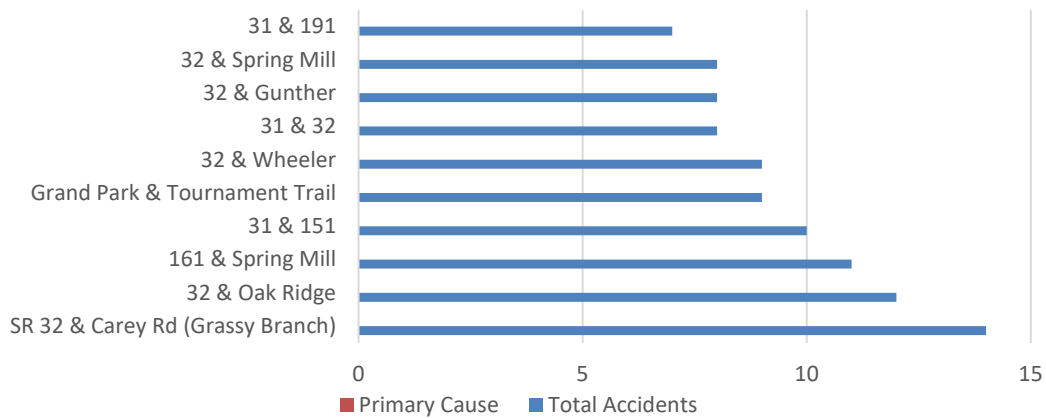
*numbers included in property damage, personal injury, and fatality accidents



Top Accident Locations

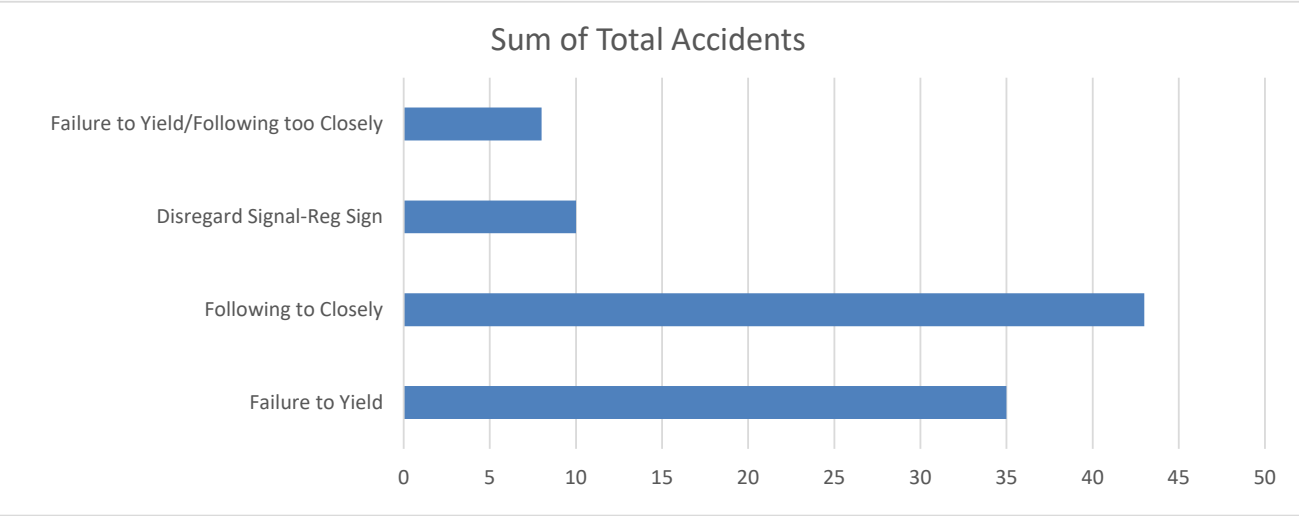
Accident Location	Total Accidents	Primary Cause
SR 32 & Carey Rd (Grassy Branch)	14	Following too Closely
32 & Oak Ridge	12	Following too Closely
161 & Spring Mill	11	Failure to Yield
31 & 151	10	Disregard Signal-Reg Sign
Grand Park & Tournament Trail	9	Failure to Yield
32 & Wheeler	9	Following too Closely
31 & 32	8	Following too Closely
32 & Gunther	8	Failure to Yield/Following Too Closely
32 & Spring Mill	8	Failure to Yield
31 & 191	7	Failure to Yield

Top Accident Locations



**Total Accidents by Primary Cause,
based on Top Accident Locations**

Primary Cause	Sum of Total Accidents
Failure to Yield	35
Following to Closely	43
Disregard Signal-Reg Sign	10
Failure to Yield/Following too Cl	8



Community Events

- 10/2/24 Coffee with a Cop at Wellbrooke
- 10/3/24 Homecoming Parade
- 10/5/24 Barktoberfest
- 10/7/24 Little Lamb Community Helpers Week
- 10/25/24 Trick or Treating in the Plaza

