

TOWN OF DANVILLE

Town Council Agenda

December 18, 2024

7:00pm

- I. Establish Quorum, Call Meeting to Order**
- II. Pledge of Allegiance**
- III. Council Organization**
 - 1. President**
 - 2. Vice-President**
 - 3. Department Liaisons**
- IV. Approval of Minutes**
- V. Public Comment** – 3 minutes per person
- VI. Public Meeting**
 - A. Wishes to be Heard: Henriott Insurance Group – Ryan Secord**
 - B. Ordinance 34-2024: Amendment to Salary Ordinance – Clerk/Treasurer**
 - C. 2025 Street Sweeping Contract with Waste Management – Public Works**
 - D. Town of Danville Employee Handbook – Human Resources**
 - E. 2025 Meeting Schedule – Town Manager**
 - F. 2024 GO Bond Expenditure List – Town Manager**
 - G. Request to Expend Funds: Town Hall Parking Lot – Utilities Director**
 - H. Request to Expend Funds: Town Hall Painting – Utilities Director**
 - I. Request to Expend Funds: Town Hall Flooring – Utilities Director**
 - J. Request to Expend Funds: Police Training Room – Utilities Director**
 - K. Guaranteed Savings Contract – Utilities Director**
- VII. Staff and Council Comments**
- VIII. Claim Docket**
- IX. Payroll Docket**
- X. Adjournment**

NOTICE: The public meetings of the Danville Town Council conducted within these chambers shall be video recorded. Said recording will be part of the public records of the Town of Danville and shall be published upon the Town of Danville's website for public access. All individuals attending public meetings hereby given to the Town of Danville, their permission for said publication, which may contain their image or statements.

TOPIC SUMMARY

Council Organization:

1. Council will need to elect a President
2. Council will need to elect a Vice-President
3. Council President will need to appoint Department Liaisons.
 - a. Parks
 - b. Fire
 - c. Police
 - d. Utilities
 - e. Public Works

Approval of Minutes:

12/4/24: Council Meeting. *Will require a Vote.*

- A. Wishes to be Heard: Henriott Insurance Group** – Ryan Secord of Henriott Insurance would like to address concerns of the Council and provide any additional information requested. *Requires no further action.*
- B. Ordinance 34-2024: Amendment to Salary Ordinance** – Clerk/Treasurer will present an ordinance to amend the current salary ordinance. There was a calculation error in the reported salary of the Community Engagement Coordinator. Staff is requesting to suspend the rules to act on this matter tonight due to time constraints. Will require a unanimous vote of all in attendance to suspend and then 2/3 to pass the ordinance. *Will require two Votes.*
- C. 2025 Street Sweeping Contract with Waste Management** – Public Works will present the 2025 Street Sweeping Contract for Waste Management on Shady Lane. *Will require a Vote.*
- D. Town of Danville Employee Handbook** – Human Resources Director will present the changes in the Employee Handbook. Assistant Town Manager will detail the changes to PTO. *Will require a Vote.*
- E. 2025 Meeting Schedule** – Town Manager will present the 2025 proposed meeting schedule with the requested changes for Plan Commission and BZA. *Will require a Vote*
- F. 2024 GO Bond Expenditure List** – Town Manager will present the expenditure list for the 2024 GO Bond. The requested items were determined by group discussion with all Department Heads, Clerk/Treasurer and Town Manager. Prices are estimated. However, the group does believe that all items can be purchased within the provided funds. *Staff is seeking consensus.*
- G. Request to Expend Funds: Town Hall Parking Lot** – Utilities Director will present a request to expend funds to expand the South parking lot at Town Hall. Four quotes were received. Staff recommend accepting the quote from Eaton Excavating. Funds will come from the ARPA account. *Will require a Vote.*
- H. Request to Expend Funds: Town Hall Painting** – Utilities Director will present a request to expend funds to paint areas of Town Hall. Three quotes were received. Staff recommend accepting the quote from Rose Painting. Funds will come from the ARPA account. *Will require a Vote.*
- I. Request to Expend Funds: Town Hall Flooring** – Utilities Director will present a request to expend funds to replace flooring in areas of Town Hall. Three quotes were received. Staff recommend accepting the quote from R and R Products, Inc. Funds will come from the ARPA account. *Will require a Vote.*
- J. Request to Expend Funds: Police Department Training Room Conversion** – Utilities Director will present a request to expend funds for the Police Department Training Room conversion. Two quotes were received. Staff recommend accepting the quote from 1st Place Construction. Funds will come from the ARPA account. *Will require a Vote.*
- K. Guaranteed Savings Contract** – Utilities Director will present a request for a Guaranteed Savings Contract with Bowen Engineering for the Town of Danville Water System “Looping” Project on 10th Street. Funds will come from ARPA, Developer Acreage Fees/Construction Fund and a Developer Commitment. *Will require a Vote.*

Staff and Council Comments

Claim Docket

Payroll Docket

Motion to Adjourn *****Council Members are requested to stay and sign documents after the close of the meeting*****

ORDINANCE 34 - 2024

An Ordinance to amend Ordinance 32 - 2024 "2024 Salaries and Other Compensation for Officials, Employees and Appointees of the Town of Danville".

Whereas, the Danville Town Council approved and adopted Ordinance 32 - 2024 which established wages and salaries of employees of the Town of Danville;

Whereas, the salary ordinance needs amended to correct the pay of the Community Engagement Coordinator position;

Whereas, the Wage & Salary Section can be amended.

Now, Therefore, be it ordained that Ordinance 34 - 2024 be amended as follows:

DEPARTMENT	POSITION	WAGE/SALARY	PAY TYPE	FUNDING
Parks & Rec	Community Engagement Coordinator	\$31.20	Per Hour	WATER 25%; WASTEWATER 25%; STORMWATER 5%; PARK & REC 25%; PARK NON-REV 20%

So approved this 18th day of December, 2024.

TOWN OF DANVILLE

Christopher Gearld

Attest:

Carrie E Lofton, Clerk–Treasurer

Michael Chatham

Gregory Irby

Bret Doub

David Potter

**AGREEMENT BETWEEN THE TOWN OF DANVILLE, INDIANA
AND WASTE MANAGEMENT OF INDIANA, LLC**

WHEREAS, the Town of Danville, Indiana ("Town") currently provides sweeping services for various streets within the Town's jurisdiction;

WHEREAS, Waste Management of Indiana, LLC ("Waste Management") has requested that the Town provide sweeping services for a portion of a certain street used by Waste Management to conduct its business; and

WHEREAS, the Town and Waste Management hereby desire to enter into this Agreement, whereby the Town will perform certain street sweeping services for Waste Management and Waste Management will pay the Town \$700.00 per week and provide additional benefits.

NOW, THEREFORE, as of December 18, 2024 ("Effective Date"), the Town and Waste Management hereby agree as follows:

1. Understanding of the Parties. The Town agrees to perform street sweeping services for approximately 2,600 feet; on the portion of Twin Bridges Road located between 1,261 feet southeast of U.S. 36 to 1,013 feet southeast of the 120 Twin Bridges Road entrance. This shall include both sides of the street, twice daily. Such services shall be performed Monday through Friday, excluding all Town holidays and days when snow/ice is present on the roadways. In consideration, Waste Management agrees to pay the Town \$700.00 per week. Such payment shall be invoiced by the Town quarterly, on or before the 5th day of the months of January, April, July, and October. Waste Management agrees that the Town's street sweeper may fill its water tank on Waste Management's meter, dump spoils from the street sweeper at Waste Management's landfill, and allow clean, non-contaminated dirt from Town's Public Works excavations and projects to be dumped at the landfill at no cost to the Town.

2. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Venue shall be proper in Hendricks County, Indiana or the United States District Court for the Southern District of Indiana.

3. Compliance with the Law. The Parties specifically agree that, in the performance of this Agreement, they will comply with any and *all* applicable laws.

4. Termination. This Agreement shall terminate one year from the Effective Date, and may be subsequently renewed upon written agreement of the Town and Waste Management.

5. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

6. Modification. This Agreement shall not be modified except by a written instrument executed by the Town and Waste Management in accordance with Indiana law.

7. Entire Agreement. This Agreement contains the complete and entire agreement between the Town and Waste Management concerning the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Town and Waste Management.

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

9. Notices. Any notice required to be sent pursuant to this Agreement shall be in writing and shall be sent to either the Town or Waste Management at the address listed below, or such other address as either party may designate in writing to the other party.

If to the Town of Danville, Indiana:

ATTN: Mark R. Morgan, Town Manager
49 North Wayne Street
Danville, IN 46122

If to Waste Management:

ATTN: Justin Buster, Facilities Manager
123 Twin Bridges Road
Danville, IN 46122

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be signed by their duly authorized representatives.

Waste Management of Indiana

Town of Danville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Overview of Handbook Changes

12/18/2024 Danville Town Council Meeting

Goals

- Create a digitally accessible Employee Handbook, allowing easier access for employees, and easier access for future updates.
- Revision to enhance clarity, transparency, and consistency throughout Handbook policies.
- Update language throughout to ensure that the Town's policies are aligned with current laws, safeguarding both the Town and employees.
- Foster a better understanding of employee rights, responsibilities, and Town expectations.

Changes

1. Revised Table of Contents
 - a. Items listed in alphabetical order with clickable links and page numbers to allow for both ease of searching and revisions/future updates.
2. Ambiguous or overly technical terms have been revised throughout and replaced with straightforward definitions that align with everyday use.
3. Key terms in the "Definitions" section have been reworded for consistency, ensuring the definitions align with the overall tone of the Employee Handbook as well as their function within the Town.
4. Revision of overall language for consistency
 - a. Consistency in "Town" vs "Town of Danville", "Department Administrator" vs "Department Head", etc.
5. Special attention was given to revisions related to federal policies (Equal Employment Opportunity, FMLA, GINA, etc.), to ensure compliance with laws and regulations.
6. Addition to Background Check policy to conduct third-party investigations on all persons over the age of 18 for full-time, or year-round-part-time, employment.
 - a. The Town will ensure compliance with the Fair Credit Reporting Act
7. The Clerk Treasurer and Chief Deputy have reviewed the language within Compensation, Classification, Direct Deposit, and any policies referring to employee pay, to ensure compliance with state and federal regulations.
8. Update in language to the following policies to ensure both compliance and thoroughness:
 - a. Disciplinary Action

- b. Information resources: social media, cell phones, text messaging
 - c. Equipment & Machines
 - d. Employee Engagement Committee (formerly Advisory)
 - e. Workplace Bullying
 - f. Drug & Alcohol Policy
 - g. Disciplinary Action Procedures
 - h. Social Security Number
 - i. Termination
 - j. Uniforms, Personal Appearance/Hygiene
 - k. Vehicles
9. Updated Leave Benefits and suggested Paid Time Off change.
- a. Sick time will remain unchanged in its accrual and use process.
 - b. Vacation, personal, and seniority combined into a suggested accrual process.
 - i. This combination shall be referred to as "Paid Time Off", or PTO.
 - ii. If approved this change will replace the current sections for vacation, personal, and seniority.
 - iii. Elimination of Sick Bank
 - c. Updated Bereavement Leave definition: Up to 5 days paid leave.
 - d. Revision of Public Safety Holiday Time use
10. Updated Handbook Acknowledgement page

Handbook Revision Process

Initial handbook meetings were held (including the Town Manager, Asst. Manager, Clerk Treasurer, HR Coordinator, and Utilities Director) to review a digital version of the 2009 Employee Handbook.

Meetings included reviewing each policy from the 2009 handbook copy and making updates to meet the outlined goals. Upon completion of revisions, a handbook copy was presented to each Department Head for suggestions/questions.

After this meeting, the Town Council members were provided access to make suggestions and ask questions. Another meeting was held to review questions/suggestions received from the Council, and final updates for spelling, grammar, etc. were made.

Finally, a handbook copy was sent to Taft for revision/suggestion. Questions from Taft in their revision were answered, and changes made by Taft were finalized into the document.

Town of Danville Employee Handbook

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INTRODUCTION, SCOPE, AND INTENT OF HANDBOOK

This employee handbook describes the personnel policies and procedures that govern employment by the Town of Danville. For purposes of these work guidelines all employees will be referred to as "employee(s)". The Town of Danville, Indiana will be referred to as the "Town".

This handbook's main purpose is to promote understanding of the Town's employment policies and procedures and consistency in their implementation. No employee handbook may anticipate every circumstance or question about policy. These policies and procedures are subject to change by the Town at any time and for any reason, at the Town's sole discretion. Such changes will be posted or otherwise provided to employees. Town employment policies are based upon and are to be applied consistent with applicable Federal and State laws and local ordinances. This handbook shall not conflict with or supersede applicable laws and ordinances. Nothing in this employee handbook shall be interpreted to prohibit or otherwise restrict concerted activities by employees that are protected by law.

The Danville Police Department has Merit Rules, Standard Operating Procedures and other General Orders and Rules which apply to its officers. For these Officers, the provisions of this handbook and all procedures, orders and rules of the Police Department apply. Where special rules apply to members of the Police Department, these provisions are noted. All statements are intended as general in nature.

Although this handbook may create mutual obligations and rights for both the employer and the employee, this handbook does not create a contract for employment for any specific duration. The employee understands that their employment is at-will. The term "at-will" means that either the employer or the employee may terminate the employment relationship at any time, with or without notice, and with or without cause. Any oral or written statements to the contrary are hereby expressly disavowed and should not be relied upon by any current or prospective employee.

Definitions

Department Administrator: A supervisory employee appointed or employed by the Town Council, Clerk-Treasurer, Town Manager, or Police Merit Board to direct and supervise an office or activity. The following positions make up Department Administrator: Assistant Town Manager, Town Planner, Chief Deputy Clerk-Treasurer, Police Chief, Fire Chief, Parks Director, Utilities Director, Stormwater Administrator, Public Works Superintendent, Water Superintendent, and Wastewater Superintendent.

Elected Official: An individual elected or appointed to replace an elected official per state constitution or statute. The elected official supervises employees and handles operations of the office for which they are elected or appointed. State statutes already regulate elected official behavior and provide measures for their removal from office. Care should be taken to avoid misunderstanding that this Employee Policy Handbook applies to elected officials. It is important to note that even though elected officials are mentioned throughout this manual, elected officials are not subject to any of the rules and regulations.

Exempt Employee: Exempt employees are those who are exempt from certain wage and hour laws, (i.e., overtime pay); usually applies to administrative, executive, or professional employees who receive an annual salary, in equal payments weekly, biweekly, or at some other specified time interval. The following positions are recognized as exempt: Town Manager, Assistant Town Manager, Town Planner, Police Chief, Fire Chief, Public Works Superintendent, Parks & Recreation Director, Water Superintendent, and Wastewater Superintendent, Stormwater Administrator, Utility Director.

Non-Exempt Employee: An employee, who because of the type of duties performed, the usual level of decision-making authority, and method of compensation, is subject to all FLSA provisions. Non-exempt employees must be compensated for all hours worked, including overtime hours at the premium (time-and-one-half) rate of pay.

Full-Time Status: An employee working thirty-five (35), or more, hours in a Typical Work Week or a Public Safety Work Period in a continuing position shall be designated as a full-time employee and eligible for benefits.

Part-Time Status: Any employee working less than thirty-five (35) hours in a Typical Work Week in a continuing position shall be designated as a part-time employee. Such employees are not eligible for any benefits, except as provided by current legislation. Employees must be classified as Full-Time to be eligible for benefits.

Hourly Employee: An employee paid at a per hour rate for services rendered as established annually by the Salary Ordinance and according to FLSA.

Orientation Period: All employees will serve an orientation period from the date of hire, during which time the Town of Danville or the Police Merit Board of the employee may terminate their employment. The orientation period provides the employee and the Department Administrator with an opportunity to train and evaluate the employee's performance. All benefits shall be applicable during the orientation period. Fire Department employees will have an orientation period of (1 year). Probationary Police Officers will have an orientation period of (1 year), and

all non-public safety employees (6 months). Public safety should review their respective handbooks for further information.

Police Merit Board: A board of five (5) members established by Ordinance 29-2019 to govern the hiring policies and disciplinary procedures of uniformed officers and police officers of the Danville Police Department.

Public Safety Shift Employee: Employees hired by the Town of Danville or the Police Merit Board to work in specific full-time public safety positions within the Danville Fire Department or the Danville Police Department. Public Safety Shift employees usually are scheduled to work shifts that vary in the number of hours per shift (24 for Fire, 12 for Police).

Retirement: Shall be defined as the complete separation from employment, which is voluntary, initiated and carried out by an employee for reasons of their own, for the purpose of terminating their full-time working career with the Town.

Salaried Employee: An employee who receives an annual salary, in equal payments weekly, biweekly, or at some other specified time intervals set by the Salary Ordinance each year. A salaried employee may or may not be considered an Exempt Employee.

Seasonal/Temporary Status: Any employee hired to work for a period of twenty-six (26) weeks or less in a calendar year, regardless of the number of hours worked per Typical Work Week. Such employees are not eligible for any benefits, except as provided by current legislation.

Employment Policies, Procedures, and Programs

Accidents

All accidents must be reported to the Department Administrator immediately, whether or not injuries were sustained to an employee. Employees involved in accidents while driving Town vehicles or operating Town equipment will be subject to the Drug and Alcohol policy. Public safety shift employees will refer to their departments' handbooks for all accident policies.

Equal Employment Opportunity

The Town provides equal employment opportunities to all qualified applicants and employees, without regard to their actual or perceived race (including traits historically associated with race, such as hair texture, hair type, and protective hairstyles such as braids, locks, or twists), color, religion, sex, sexual orientation, gender identity or expression, national or ethnic origin, age, disability, military or veteran status, genetic information, ancestry, pregnancy, childbirth or related medical conditions, or on any other basis protected by law.

Supervisors are primarily responsible for seeing that our equal employment opportunity policies are implemented, but all members of the Town share in the responsibility for assuring that, by their personal actions, the policies are effectively adhered to and applied uniformly to everyone.

If you feel that you have been discriminated against in any respect, you should immediately bring the matter to the attention of a supervisor/manager, Human Resources Coordinators, a department administrator/superintendent, or the Town Manager or Assistant Town Manager. All complaints shall be kept confidential, to the fullest extent possible, while still permitting the Town to conduct a thorough investigation.

Retaliation against any person who has complained about discrimination, filed a charge of discrimination, or who has otherwise participated in any investigation of discrimination will not be tolerated. Such activity is unlawful and will result in severe discipline, up to and including termination of employment.

Please bring any questions to management or Human Resources.

Americans With Disabilities Act/Pregnancy Worker's Fairness Act (ADA/PWFA)

It is the policy of the Town to comply with all federal and state laws concerning the employment of individuals with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the Town's policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, discharge, compensation, training, and other privileges of employment.

Also, all programs, activities and services must be accessible by persons with disabilities. The Town is committed to complying with all the relevant and applicable provisions of the 1991 Americans with Disabilities Act, as amended, (ADA) and the Rehabilitation Act of 1973.

Pregnancy Worker's Fairness Act

The Town will provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the Town "undue hardship."

Sexual and Other Unlawful Harassment Policy

Sexual and Other Unlawful Harassment

The Town is committed to developing a work environment free of unlawful discrimination and harassment. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Town expects that all relationships among persons will be business-like and free of bias, prejudice, and harassment.

Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purpose of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; improper use of email or voice mail; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the work place of sexually suggestive objects or pictures including screen savers or improper emails or attachments; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that derogates or shows hostility or aversion toward an individual because of their race, color, religion, sex (pregnancy, gender identity, and sexual orientation), national origin, age (40 and over), disability, genetic information as referenced in the Genetic Information Nondiscrimination Act (GINA), military service veteran status, or any other characteristic protected by law or that of their relatives, friends, or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; derogatory jokes; and written or graphic material that derogates or shows hostility or aversion toward an individual or group or that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

Individuals found to be performing such harassing conduct may be subject to disciplinary action, up to and including termination of employment.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Town such as an outside vendor, consultant, or citizen.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

Retaliation Is Prohibited

The Town encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Town to investigate such reports. The Town prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Reporting an Incident of Harassment, Discrimination or Retaliation

The Town encourages reporting of all perceived incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of harassing, discriminatory, or retaliatory conduct or who have witnessed such conduct should discuss their concerns with a supervisor/manager, Human Resources Coordinators, a department administrator/superintendent, or the Town Manager or Assistant Town Manager.

In addition, the Town encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Town recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

Complaint Procedures

If for any reason an individual does not wish to address the offender directly, or if addressing the offender does not successfully end the offensive conduct, the individual should notify a supervisor/manager, Human Resources Coordinators, a Department administrator/superintendent, or the Town Manager or Assistant Town Manager.

An individual reporting harassment, discrimination or retaliation should be aware however, that the Town may find it necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual.

The Town encourages the prompt reporting of complaints or concerns so that rapid and corrective action may be taken before relationships become irreparably damaged. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Retaliation against an individual for reporting harassment or discrimination, or for participation in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, may be subject to disciplinary action, up to and including termination. Acts of retaliation should be reported immediately and will be investigated, and corrective action taken promptly. Corrective action may include, retraining, referral to counseling and/or disciplinary action, up to and including termination, withholding of a promotion or pay increase, reassignment, or temporary suspension without pay as deemed appropriate under the circumstances.

Confidentiality

The Town will make all reasonable efforts to maintain the confidentiality of all parties involved in a harassment investigation. Confidentiality, however, cannot be guaranteed. For example, some details or identities may need to be revealed to fully investigate the harassment complaint.

False Claims of Sexual Harassment, Retaliation, and/or Discrimination

To cover all possibilities of misconduct, the Town reserves the right to discipline employees who have knowingly falsely accused another of sexual harassment, retaliation, and/or discrimination. This does not mean that a complaint will be considered false, solely because it cannot be corroborated.

Conclusion

The Town has developed this policy to ensure that all its employees may work in an environment free from harassment, discrimination, and retaliation. The Town will make every reasonable effort to ensure that all necessary persons are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has any questions or concerns about these policies should speak with Human Resources.

Attendance and Punctuality

To maintain a safe and productive work environment, employees are expected to be reliable and punctual in reporting to work. Absenteeism and tardiness place a burden on other employees and the Town.

An employee must fill in their own attendance records/time sheets when work starts and ends. Anyone attempting to sign any sheet or card other than their own may be subject to disciplinary action, up to and including termination. An employee who is absent without proper notification may be subject to disciplinary action.

Chronic lateness and unauthorized absences will be cause for disciplinary action up to and including termination from employment. Employees are expected to report to work as scheduled, on time and prepared to start work. They are also expected to remain at work for their entire work schedule.

Any department, such as Public Safety Shift employees, whose handbooks detail job-specific attendance, should refer to their department's handbooks for further information.

Background Checks

All offers of employment at the Town are contingent upon satisfactory results of a thorough background check. A third-party background investigation is conducted on all persons (over the age of 18) offered full-time, or year-round part-time, employment with the Town. All persons being offered civilian employment with the Town will be required to pay the initial cost of their

background check, and, upon successful completion of a satisfactory check, will be reimbursed on their first paycheck.

Public Safety candidates will follow the current State statutes for their required background checks.

The following items may be included in the background check:

- Criminal history – county, state and/or federal
- Prior employment verification
- Credit history
- Education verification
- Professional license verification
- Vehicle operation records
- Sex and violent offender registry

Prohibitions: the Town will not ask applicants whether they have criminal histories that are restricted or sealed.

Expunged Records: The Town will not ask applicants whether they have criminal histories that have been expunged.

Nondiscrimination: the Town will investigate all applicants receiving conditional offers and will not discriminate against applicants in the administration of these investigations.

Evaluation of Criminal Histories: In considering information obtained from these investigations, a conviction will not automatically preclude the employment of the applicant. Rather, the Town will consider all relevant factors regarding the convictions, including but not limited to the type of offense, the seriousness of the offense, how much time has passed since the conviction, the nature of the job applied for and how much supervision the applicant will have and how much interaction the applicant will have with members of the public and co-workers. Public safety departments will follow their merit-system required background check process.

Classification

According to the Fair Labor Standards Act (FLSA), each employee shall be categorized as exempt or non-exempt for purposes of minimum wage and overtime rules and such status shall be indicated on the employee's job description.

Determinations of classification and salary require the approval of the State Budget Agency. Exceptions to the Town salary policies cannot be made final without approval of these agencies.

Compensation

Overtime designation under the Fair Labor Standards Act (FLSA): All employees are defined as either:

- Exempt: Those employees who are employed in an executive, administrative, professional, or other exempt capacity and who are not covered by the federal minimum wage and overtime compensation laws
- Overtime-eligible: Those employees who are not employed in an executive, administrative, professional or other exempt capacity and who are covered by the federal minimum wage and overtime compensation laws. These employees are also known as non-exempt employees.

Non-exempt employees are entitled to 1.5 times their regular hourly rate for all hours over 40 worked in a workweek. Public safety employees may have a different work period and hours threshold for overtime.

Employees who are required to work on days designated as Town holidays, as designated by annual Holiday Schedule, may choose to receive compensatory time off to use another day. That comp time is Holiday Comp Time which is always paid at the straight rate. Holiday pay is counted as hours worked in the calculation toward determining whether or not a premium pay rate applies in a particular calendar week work period; however, hours spent on holidays actually performing work are counted for overtime-eligible employees in determining the appropriate pay rate for overtime hours worked in that calendar week.

Rate of Pay

Each employee shall be paid in accordance with the Salary Ordinance adopted annually by the Town Council. Compensation rates will be determined, to the extent the Town budget will allow, by the market rate of like jobs in other Indiana Towns and counties of similar size. An hourly employee shall be paid in fifteen (15) minutes increments.

Overtime Pay

Overtime pay policies and rates shall be calculated pursuant to the provisions of the FLSA and the applicable regulations of the Indiana Department of Labor. Employees shall not perform work that they know will likely result in an entitlement to overtime compensation unless they have been directed to perform such overtime work by their Department Administrator. All other leave taken shall not count towards hours worked.

Management shall compensate overtime worked either by monetary payment or by allowing compensatory time as one- and one-half times the actual hours of overtime worked. If overtime is compensated by monetary payment, payments shall be within the next regular payroll cycle in which the overtime was earned, in accordance with federal, state, and local laws.

Scheduled On-Call Duty

An employee may be required by their department to respond outside of normal duty hours. If the department provides an on-call phone, employees are responsible for responding in a timely manner.

Emergency Call-Out Duty

Employees of departments that are subject to call-out duty must respond to emergency call out unless physically unable to do so. All employees must have a working phone and the number must be provided to their Department Administrator. In such cases, the employee shall be paid the applicable straight-time or overtime rate for the actual hours worked, or a minimum of 2 hours pay, whichever is greater. Such time should be noted on the timecard as "Call Out Pay" with a note of the reason for the call-out.

Compensatory Time- Exempt Employees

The Fair Labor Standards Act (FLSA) does not require an employer to compensate an exempt employee for overtime worked, however, the Town has elected to establish a policy for granting compensatory time to exempt employees up to a maximum of 240 hours. Compensatory time will be calculated each pay period on a straight hour-for-hour basis, and reported on their time card. Official records of compensatory time earned and used shall be maintained by the Clerk-Treasurer's office.

No compensatory time can be used before it is accrued. Management reserves the right to schedule compensatory time off at its discretion, in order to maintain the efficiency of its operation. Upon voluntary termination of employment or retirement, payment for compensatory time, shall be calculated at the employee's regular rate of pay at the time of separation.

Compensatory Time- Non-Exempt Employees

Compensatory time shall be calculated pursuant to the provisions of the FLSA, and the applicable Indiana Department of Labor regulations for public sector employees. Employees shall not perform work that they know will likely result in an entitlement to overtime compensation unless they have been directed to perform such overtime work by a Department Administrator. No compensatory time can be used before it is accrued. Management reserves the right to schedule compensatory time off at its discretion, in order to maintain the efficiency of its operation.

An employee may only accrue a maximum of 210 or 240 hours (civilian), 360 for Police Department shift employees, or 480 hours for Fire Department shift employees. Employees will receive monetary overtime compensation for subsequent overtime hours worked beyond the maximum 210, 240, 360, 480 hour limits. Employees that have chosen to receive compensatory time off for overtime, and have accrued compensatory time, shall file a request with the Department Administrator before using any of their accrued compensatory time. Upon separation of employment, an employee must be compensated for all compensatory time accrued. Payment for compensatory time shall be calculated at the employee's regular rate of pay at the time of separation.

Paid Holidays

Holiday pay will be considered hours worked when calculating overtime pay. The Holiday Schedule is determined annually and voted upon by the Town Council.

Public Safety

Each full-time Public Safety Shift employee will be allotted one hundred four (104) hours of Holiday Flex time, January 1st, per calendar year. Flex time cannot be carried over to the next calendar year. Refer to Fire Department and Police Department policies and procedures for use of Holiday Flex time.

Extreme Weather Events

Paid leave may be granted to employees for scheduled work they missed due to extreme weather, prolonged power outages, or other emergency conditions not resulting from the actions of the employee. Upon determination by the Town Manager that such extreme weather or other conditions prevented the employee from being able to report to scheduled work. Receipt of such paid leave may be denied to an employee who fails to properly notify their Department Administrator of the need to miss scheduled work.

Customer Service

The Town's customers include:

- The citizens of the Town of Danville
- Fellow co-workers throughout the various departments
- Contractors and other government entities who do business with or for the Town

Customers expect and deserve the highest possible service quality from each Town employee. Providing quality customer service should be one of an employee's top priorities and is one of the standards by which the performance of every employee in the Town civil service is evaluated. A Town employee's ability to willingly provide prompt, courteous and quality service will ensure that the customer's expectations and Town obligations are met.

Therefore, strive for excellence in the daily performance of all responsibilities. The satisfaction gained will be both the employee's and the customers.

Direct Deposit

The Clerk-Treasurer requires the biweekly payment of wages/salary through direct deposit to a financial institution of the employee's choice. Full-time employees are allowed up to three (3) direct deposit account choices. All new hires, of any employment status, will be paid their wages/salary via direct deposit.

Disability

PERF Disability

Benefits are provided to all qualifying PERF-covered employees. See the PERF member's handbook for the most current benefits and requirements.

Short-Term Disability

The Town provides short-term disability benefits to all qualifying full-time employees. Disability coverage begins after a 30-day elimination period, from the start of a qualifying medical disability, according to the current policy.

An employee must use either accrued paid leave or unpaid leave during the first 30 days of their short-term disability. Disability benefits pay out 66% (2/3rd) of an employee's weekly salary/wages up to a weekly maximum of \$500.00. At no time shall an employee collect in excess of 100% of their weekly wages. All benefits will continue during short-term disability coverage, as if the employee were still working.

The short-term disability plan documents are available for review in through either the current year Benefits Guide, or by reaching out to Human Resources.

If an employee is also receiving benefits from State disability of Worker's Compensation programs, short-term disability benefits may be reduced.

Disciplinary Action

All Town employees, with the exception of Public Safety shift employees, which have established a separate Disciplinary Policy, are subject to the standards of conduct set forth in

this handbook. Any violation of these standards may subject the employee to disciplinary action as determined by the Department Administrator, Town Manager, or Clerk-Treasurer, in accordance with the Employee Policy. Disciplinary action will normally follow the Progressive Discipline Guide and may range from a verbal coaching by the Department Administrator, to termination. Progressive discipline is a process in which each occurrence of misconduct results in progressively more serious disciplinary action. The action taken is determined by several factors considered by the Department Administrator, Town Manager, or Clerk-Treasurer. Those factors include the following:

- The seriousness of the offense and the circumstances involved
- What the employee's past conduct/performance record
- Has the employee had any previous disciplinary actions, if so, what did they involve and what has been the Town's position in similar cases

The Purpose of this policy is to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues.

The steps below provide an outline of progressive disciplinary actions, but steps may be combined or skipped depending on the facts of each situation and the nature of each offense. Some of the factors that will be considered are: repetition despite coaching, employee's work record, the impact the conduct/issues have on the department.

- Step 0: Evaluate the situation
- Step 1: Counseling and Verbal Warning
- Step 2: Written Warning
- Step 3: Suspension/Final Written Warning
- Step 4: Recommendation for termination of employment/immediate voluntary resignation

For a full copy of the Progressive Disciplinary Procedures, and any other disciplinary materials, please contact HR.

Drug and Alcohol Policy

Purpose

In compliance with the Drug-Free Workplace Act of 1988, and where applicable, the Omnibus Transportation Employee Testing Act of 1991, the Town of Danville is committed to providing a safe work environment that is free from the presence of illegal drugs and alcohol, and, likewise,

expects its employees to report to their jobs physically and mentally fit for work. Alcohol and drug misuse poses a threat to the health and safety of Town employees and to the security of the Town's equipment and facilities. For these reasons, the Town of Danville is committed to the elimination of drug and alcohol use and misuse in the workplace.

Scope

This policy applies to all employees and all applicants for employment in the Town of Danville. The Human Resources (HR) Coordinator is responsible for policy administration.

Any Town employee who is working, and/or operating Town vehicles or equipment, is prohibited from: using, possessing, buying, selling, manufacturing, or dispensing illegal drugs (with the exception of police officers/evidence clerk processing such items in the course of their duties); and/or being under the influence of alcohol or non-prescription drugs and consuming alcohol.

All employees possessing a commercial driver's license (CDL) will be subject to all of the Federal and State drug and alcohol testing regulations pertaining to CDL licensing. Any candidates given a contingent offer of employment for a CDL position must complete a negative drug test before starting employment with the Town. All other employees may be tested for drugs/alcohol under any of the following circumstances:

- Reasonable suspicion: an employee can be tested if a Department Administrator detects signs and symptoms of alcohol/drug use.
- Post-accident: a safety-sensitive transportation employee must be tested following a serious accident at work, or one involving a Town vehicle or equipment, and all other employees may be tested post-accident if the Town has reason to believe they were under the influence.
- Follow-up: an employee can be tested at any time following a previous violation or Town-sponsored treatment program.

Testing

The Town may require an employee to submit to any one of four drug and/or alcohol test depending on various circumstances surrounding work related injuries, illness and accidents.

- 1) POST ACCIDENT - This section applies to all employees who are involved in an accident while driving a Town owned vehicle:
 - When a driver is involved in an accident where a fatality is involved, the driver shall submit to a post-accident drug and alcohol screening if there is a reasonable suspicion that drug or alcohol use could have contributed to the reported fatality.

- When a driver is involved in a recordable accident and receives a citation for a moving violation the driver must submit to a drug and alcohol screening if there is a reasonable suspicion that drug or alcohol use could have contributed to the citation.
- When a driver is involved in a recordable accident, if either vehicle involved requires towing away from the scene or if any person involved requires medical treatment, the driver must submit to a drug and alcohol screening if there is a reasonable suspicion that drug or alcohol use could have contributed to the reported injury or illness.
- In the event a driver is so seriously injured that he or she is unable to provide a urine or breath specimen at the time of the accident, the driver must provide the necessary authorization for the Town to obtain hospital records or other documentation that would indicate whether there were controlled substances or alcohol in the driver's system at the time of the accident.
- Any employee involved in an on-the-job accident requiring medical treatment, may be asked to submit to a post-accident drug and alcohol screening if there is a reasonable suspicion that drug or alcohol use could have contributed to the accident.
- The Town may conduct random drug and alcohol testing of employees at any time with or without cause or suspicion in order to assure compliance with its drug-free work place policy.
- An employee returning from a leave of absence due to a violation of the alcohol policy may be subject to a retest.
- An employee, who alters a specimen, fails, or refuses to submit to testing when requested to do so, shall be subject to disciplinary action including termination.

2) REASONABLE PROBABILITY TESTING – Reasonable probability to screen an employee exists when an employee manifests symptoms or reactions commonly attributed to the use of a controlled substance or alcohol.

3) RETURN TO DUTY FOLLOW-UP – A drug and alcohol screen may be required when an employee has violated this policy and has received disciplinary action resulting in a suspension from duty for violation of the alcohol policy or when the Town has reason to believe that the employee's ability to perform essential job functions will be impaired. The employee's supervisor may require the employee to submit to a drug and alcohol screen prior to the employee being reinstated.

Refusal To Test

Refusal to submit to drug and alcohol screens may be grounds for termination of an existing employee. A refusal to test may be defined as conduct that would obstruct the proper

administration of a test and may constitute a failure. A delay in providing a sample may also constitute an obstruction in the proper administration of a screen and may constitute a failure.

Testing Agency

An employee who tests positive for illegal drugs, or prescription drugs not currently prescribed to them, will be terminated immediately. An employee who tests positive for alcohol may be referred for treatment or terminated. All medical information obtained as a result of drug or alcohol testing will be protected as confidential information and maintained in the employee health file, located in the Clerk-Treasurer's office. This information will not be released to any other party without the employee's written consent.

Prohibited Conduct

The following shall be considered prohibited conduct for the purpose of this policy:

1. No employee may use alcohol or illegal drugs while on duty.
2. No employee may report for duty within four (4) hours of using alcohol or illegal drugs.
3. No employee may report for duty or remain on duty while having a blood alcohol concentration of .04% or greater.
4. No employee may refuse to submit to any test for alcohol or illegal drugs as outlined above.
5. No employee may be on duty or operate a vehicle while in possession of alcohol or illegal drugs.
6. No employee required to take a post-accident test may use alcohol or illegal drugs for eight hours following the accident or until they undergo the required test, whichever comes first.
7. No employee shall report for duty or remain on duty when the employee is using a legal drug or prescription which impairs the employee's ability to perform their essential job functions. If an employee uses prescription medication, the employee shall report such use to their supervisory and provide information necessary to determine if the medication will impair the employee's ability to perform their essential job functions. **NO EMPLOYEE IS REQUIRED TO STATE THE NAME OF THE MEDICATION, THE DOCTOR WHO PRESCRIBED IT, OR THE REASON IT HAS BEEN PRESCRIBED**, in accordance with the Patient Privacy Laws under HIPAA (Health Insurance Portability and Accountability Act), and all applicable Indiana Privacy Laws. The only time that an employee may be asked to identify what medication(s) they are taking is during a reasonable assessment of a serious reaction to the medication, during medical treatment for an accident or injury, or for purposes of determining what medication was prescribed to an

employee after a drug or alcohol test has been performed and a positive result has required reprimand or disciplinary action.

Consequences For Policy Violation

Any employee who violates this policy will be subject to disciplinary action up to and including termination.

1. Disciplinary Action: Depending upon the seriousness of the offense, any violation of the policy requirements of this policy (except for the first positive test of an employee with more than 60 days tenure) will result in discipline up to and including termination.
2. The failure or refusal to complete the necessary paperwork to submit to a drug test or to undergo treatment pursuant to this policy will be grounds for immediate termination.
3. All performance shortcomings, prohibited conduct, and attendance problems will result in discipline pursuant to the Town's policies independently of any drug or alcohol implications or causes.
4. If an employee is aggrieved by the disciplinary process, they may appeal the action to the Town Council by submitting the appeal in writing within ten days to the Town Manager. The Town Manager shall notify the Town Council and The Town Council schedule a meeting within 20 days of the written appeal. The Town Council shall issue a written findings of fact. The employee may appeal the Town Council's decision resulting from the drug and alcohol policy to the Circuit Court of Hendricks County.

Employee Assistance

The Town of Danville will assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other Town policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Emergencies and Evacuation Procedures

Each work location has procedures for emergencies and evacuations. The procedures for emergencies and evacuations at offices or worksites should be prominently posted. Each employee must become familiar with these procedures.

Employees should contact their supervisor for details about the emergency procedures for their worksites and to request any assistance or accommodation they may need in case of evacuation or other emergencies.

Employee Engagement Committee: Shall be made up of a representative from the following departments: HR Coordinator (chair), Clerk-Treasurer, Public Works, Wastewater, Water, Parks, Police, and Fire, and a representative from the Administrative Office. Department Administrators are not eligible to sit on this committee. The purpose of this committee is to drive employee engagement through hosting morale events and seeking employees interested in creating a positive atmosphere.

Equipment & Machines

No personal use of Town tools, machinery, supplies, other equipment, or use of Town buildings or facilities will be allowed- unless specific permission is granted by the Town Manager, or, at the Town Manager's direction, a Department Administrator.

Any damages to equipment provided by the Town due to an employee's willful misconduct or gross negligence may result in disciplinary action, and the employee being required to reimburse the Town for the value of the equipment.

Ethics

Public office is a public trust. Government is based upon the consent of the governed. Therefore, employees must conduct themselves in such a manner that the general public will have confidence that Town business is always for the public good. For example:

- Be impartial in the discharge of duties
- Decisions and policies must not be made outside the proper channels of Town government
- Public office is not to be used for private gain
- Employees may not use Town time for other than Town duties

The Town's successful operation and reputation is built upon the principles of consistent dealing and ethical conduct of its employees. The Town's reputation for integrity and excellence requires careful observation of the letter of all applicable laws and regulations, as well as a thorough regard for the highest standards of conduct and personal integrity. Thus, employees are to act in a way that will merit trust and confidence to the Town and public.

It is important to avoid not only any situation that is an obvious conflict of interest, but also any situation that might give the appearance of being a conflict of interest. If a situation arises in which it is difficult to determine the proper course of action, the matter should be discussed openly with the employee's Department Administrator, or Town Administration, for advice and consultation. Compliance with the expected level of ethics and conduct is the responsibility of every Town employee. Disregarding or failing to comply with this standard could lead to disciplinary action, up to and including possible termination of employment.

General Safety Policy

All employees are responsible for keeping their work areas clean and orderly. Good housekeeping enhances safety performance by eliminating hazards and improving safety attitude.

Employees should refer to OSHA, ANSI, and the Safety Handbook for most current practices.

Genetic Information Nondiscrimination Act (GINA)

GINA prohibits medical plan providers from requesting or requiring an individual to undergo genetic tests, and prohibits a plan provider from collecting genetic information (including family medical history) prior to or in connection with enrollment, or for underwriting purposes.

Health Insurance

It is the intent of the Town to provide adequate health insurance benefits to employees and their eligible family members. A detailed description of the Town's Medical, Dental, and Vision benefits can be found in the annual Benefits Handbook, and all information in this handbook shall be considered the most up-to-date and accurate, as health insurance laws, rates, contracts, etc. change annually on the Town, State, and Federal level.

COBRA Continuation Coverage

Employees of the Town of Danville covered by the Town's Group Health Plan, have a right to choose continuation of coverage if they lose their group health coverage because of a reduction

in hours of employment, or termination of employment. Notice of eligibility will be sent to employees via AIM Medical Trust, according to State and Federal regulations.

Immigration Laws Compliance (E-Verify)

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Town of Danville within the past three years, or if their previous I-9 is no longer retained or valid. (The retention of the I-9 forms follows established and required Immigration Services retention schedules).

In addition, the Town utilizes E-Verify, an Internet-based system that compares information from an employee's Employment Eligibility Verification Form I-9 to data from U.S. Department of Homeland Security and the Social Security Administration records to confirm employment eligibility.

The I-9 may be completed by the employee prior to their first day of work but federal law requires that this form be completed no more than three days after the employee starts employment. Failure to complete this form will cause the employee not to be established as an employee with the Town of Danville and will not be able to be paid through the payroll system until the form is properly completed.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Information Resources

Cell Phones

Employees should not use cell phones while operating a motor vehicle. Texting and emailing while operating a motor vehicle is against Indiana state law. If an employee must use a cell phone, they must comply with current Indiana state law. Departments may establish policies restricting the use of cell phones in the workplace for personal functions.

Social Media

"Social Media" is the term commonly given to websites and online tools that allow users to interact with each other in some way – by sharing information, opinions, knowledge and interests. As the name implies, social media involves the building of communities or networks, encouraging participation and engagement.

The Town Manager will identify staff authorized to post messages and updates on behalf of the Town on its social media sites. All authorized staff will coordinate to ensure accuracy and consistency in message delivery.

Unless authorized, avoid social media at work. The Town of Danville neither encourages nor discourages employees' personal participation (off duty and using personal/non-Town equipment) in social media including personal websites, wikis, blogs and online communities. The Town offers these guidelines and expectations so if employees choose to participate they can do so appropriately and effectively. The Town fully respects the legal rights of employees to express their own opinions as private citizens; however, employees should not use social media to express disagreement with Town policies or personnel issues where such posts would be unduly disruptive to the work environment. Employees are reminded to address employment or personnel issues with their supervisor, Department Administrator, or Human Resources Coordinator.

1. While social networking, blogs, wikis and other forms of online discourse are individual interactions, please remember that to citizens, employees are always a representative of the Town of Danville.

2. Know the legal risks of participating in social media. An individual can be held personally, legally and financially responsible for the things they say and do. If an employee posting reflects negatively on the Town it can become a personnel issue.

3. If personally posting about the Town of Danville or any issue involving the Town, employees have a responsibility to identify themselves by name and, when relevant, role with the Town of Danville. Employees should include a disclaimer that makes it clear that postings are their own and don't necessarily represent the Town of Danville positions, strategies or opinions. The disclaimer should be something like "the views expressed are mine alone and do not necessarily reflect the views of the Town of Danville."

4. There is only one official website for the Town. Direct people to www.danvilleindiana.org for information about Town services, projects, programs.

While the use of Social Media forums are individual interactions, please remember that to our citizens, employees are always seen as representatives of the Town, and as such, the same employee policies that apply to employee interaction with citizens generally apply to employee activities with respect to Social Media. The Town offers these guidelines and expectations so employees who choose to participate in Social Media can do so appropriately:

- In order to protect the Town's identity and message, it should be easy for the audience to distinguish official Social Media posts issued by the administration from those issued

by employees who are not official spokespeople. Employees who are not authorized to speak on behalf of the Town should include a disclaimer that makes it clear that posts are their own and don't necessarily represent the Town's positions, strategies, or opinions. The disclaimer should be similar to the following example, "The views expressed here are mine alone and do not reflect the view of the Town of Danville. Any information presented here is my personal opinion and not an official communication from the Town."

- Do not display Town logos or marks on social media sites.
- Do not post or otherwise disseminate information related to department activities, training, or work-related assignments
- Do not share anything that would violate another employee's right to personal privacy (e.g., pictures, videos, or personnel information)
- Do not reference vendors, suppliers, contractors, or customers without getting permission from the Town and the third party in question.
- Do not use social media to conduct Town business or discuss Town business with fellow employees

Town personnel may not divulge information gained through their positions with the Town or publish materials that could be considered to represent the views of positions of the Town. Employees should also note their job description requirements to maintain confidentiality on Town issues, and only share opinions which do not contain confidential information.

It is each employee's obligation to know the legal risks of participating in social media. Be aware that posts are not private or temporary. An individual can be held personally, legally, and financially responsible for the things they say and do. If an employee's post or social media account reflects negatively on the Town, it can become a personnel issue. In case of any question or ambiguity, it is best for each employee to resolve that question with their supervisor, and/or the Human Resources Coordinator.

Text Messaging

For this policy, the term text messaging includes all electronic messages or graphics, whether sent by email, instant messaging, cell phone texting or other similar technology.

The Town recognizes the benefits of text messaging for convenient and expedient real-time business communications. These modes of communication have the potential to be abused, however, resulting in such problems as lost productivity, harassment, security concerns and even possible legal liability.

Employees are strictly prohibited from transmitting messages with obscene, profane, lewd, derogatory or potentially harassing/discriminatory content. Employees must not send messages they now or have reason to believe, may be false or misleading.

Any text messages sent using the Town's resources should not be considered private. The Town reserves the right to monitor all such messages. Employees should be aware that these messages are subject to disclosure to outside third parties. These parties include the court system and law enforcement agencies. Employees should report any known or suspected violations of this policy to management for investigation. Violations will result in discipline up to and including employment termination.

The Indiana law banning text messaging while operating a motor vehicle became effective July 1, 2011. Indiana is the 32nd state to ban texting while operating a vehicle. The new law is restricted to the reading, writing and sending of text messages while a vehicle is in motion. Hands-free (voice-activated) texting is permissible. For this guideline, the term text messaging includes all electronic posts, messages or graphics; whether sent by email, instant messaging, social media, cell phone texting or other similar technology. Indiana Code 9-21-8-59.

Job Bank and Application/Selection Process

The Town Job Bank is a complete job opportunity listing for all departments, except for the Police Department, who follow the current Merit Rules. Each posting will be listed for 14 days with a job description included. Resumes will be sent to HR via the provided link on the Town website to the HR operations portal. Additional postings may be made by each department on external hiring sites, as well as scheduled social media posts announcing that a job has been listed on the website. Any departments requiring specific training, licenses, etc. may include these as determining factors in the selection of candidates to offer an interview or further steps in the hiring process.

The interview process will be conducted by each department individually, in the manner they see most fit for each position. Resumes, applications, and other candidate material will be maintained by HR. The applicant whose skills and experience best align with the position, and whose interview determines they will best fit the environment of the department, will be presented with a formal written offer via email.

Candidates can expect primary contact from the Town regarding interviews to be conducted via email, with phone call follow-up used secondary as needed.

Job Responsibilities

A supervisor will outline an employee's job responsibilities and expected performance standards. Employees should receive a general job description setting forth the position's essential functions. Please be aware that job responsibilities may change at any time during employment. Employees may be asked sometimes to work on special projects or to assist with other work necessary to their department's operation. Cooperation and assistance in performing such additional work is expected. The Town, or Police Merit Board, reserves the right to alter job responsibilities, reassign/transfer job positions or assign additional job responsibilities in accordance with statutes, rules and policies regarding compensation and classification.

Leave Benefits

Unless otherwise indicated, only full-time employees are eligible for the following leaves:

Bereavement Leave

Bereavement leave may be granted to an employee upon the death of an immediate family member or close relative. All leave must be taken in consecutive days or shifts.

Up to 5 days *paid* leave shall be granted upon the death of a spouse, parent, child, sibling, grandparent, aunt, uncle, niece, nephew, cousin, or any family member residing in the same household.

Stepfamily and in-law-family shall be considered in all the above descriptions. If additional time off is desired due to extenuating circumstances, see Department Administrators for further clarification, or situations not defined.

An employee has the responsibility of notifying their supervisor as soon as possible regarding such absence. The employee may be asked to supply the name and relationship of the deceased.

Court of Jury Duty

Court or jury leave may be granted to an employee to serve on a jury or as a witness. An employee called to serve as a juror or witness must notify their Department Administrator as soon as such notice is received. When serving as a juror, an employee shall receive remittance for jury duty upon submission of a court pay voucher to their Department Administrator. The Town shall pay the employee such a sum, that when combined with the jury pay, shall equal the employee's regular daily pay rate. When serving as a witness, an employee shall be paid their regular salary or hourly wage rate for time off work. An employee shall not receive pay for time

off from work when appearing in court as one of the litigants. If serving on a jury or appearing in court as a witness will result in serious problems for the Town because of the loss of services of the employee, the Town Manager shall request the Town's attorney to seek exemption from such duty for the employee.

Family Medical Leave Act (FMLA)

In compliance with the Family Medical Leave Act, the Town provides unpaid family and medical leave of absence to eligible employees as set forth below. The Town recognizes an employee's rights and obligations under FMLA. This section shall be in supplement to all other benefit policies of the Town and shall be referred to as the "Family and Medical Leave Policy."

General Eligibility:

To qualify for FMLA leave, an employee must: 1) have worked for the Town for at least 12 months, although it need not be consecutive; and 2) worked at least 1,250 hours in the last 12 months.

General Leave Policy:

If eligible, employees may take up to twelve (12) weeks of unpaid leave during a twelve (12) month period, which is defined as a calendar year, for any of the following circumstances:

- 1) Birth or placement of a child with you by adoption or foster care (leave must be completed within one year of the child's birth or placement with you);
- 2) A serious health condition that prevents you from performing the essential functions of your position;
- 3) A serious health condition of your spouse, child or parent who requires your care; or
- 4) A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Intermittent FMLA Leave Policy:

Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when medically necessary or because of a qualifying exigency. Intermittent or reduced schedule leave for the birth or placement of a child for adoption or foster care may be taken only with approval through the proper application process. Intermittent or reduced leave may not exceed the total hours an employee would have worked during their regular 12-week schedule.

If approved for intermittent leave, the employee must attempt to schedule all leave for any foreseeable events at a time when it will cause the least disruption to the work environment. Employees taking intermittent leave must follow the Town's standard call-in procedures absent

FMLA Military Caregiver Leave Policy:

An employee also may take Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), and parent or next of kin (i.e., closest living relative) who is a “covered service member”.

Eligible employees are entitled to a total of 26-weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12-months after that date.

The leave entitlement applies on a per-covered service member, per-injury basis. However, no more than 26-weeks of leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by the federal FMLA under the bullets in the basic FMLA Leave and Active Duty Leave section above, the combined leave may not exceed 26-weeks during that 12-month period.

Notice of Leave:

If the need for FMLA time is foreseeable, the employee must provide at least 30 days prior written notice. If this is not possible, the employee must give notice as soon as practicable. Failure to provide this notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Employees requesting intermittent leave for medical treatment shall attempt to schedule medical treatments to cause as little disruption to his or her employment as possible.

To obtain additional information and necessary forms, please visit the BambooHR platform, or contact Human Resources.

Job and Benefits Security:

Employees are generally entitled to return to the same positions or to a substantially equivalent position with equal pay, benefits, and other terms and conditions of employment, provided the return is immediate upon the expiration of the FMLA period. Additionally, any unused employment benefits that had accrued to an eligible employee prior to the commencement of leave will be restored upon return from FMLA leave.

Continuation of Group Health Plan Coverage:

During the leave, the Town will maintain employee health benefits on the same conditions as if they had continued working, and the employee will be responsible for their premiums.

FMLA runs concurrently with any accrued leave time, and, in some instances, it will run concurrently with short-term disability or Worker’s Compensation.

Use of Available Paid Leave:

An employee is required to use available paid leave during their FMLA leave.

Health Care Provider Authorization:

In cases of leave to be taken to care for a seriously ill family member or due to the employee's own serious health condition, an eligible employee must provide the Town with a completed and signed Health Care Provider Certification indicating that the employee requires FMLA leave. This certification must be returned to the Town within 15 days after the employee gives notice of their intent to take FMLA leave and contain information sufficient to support the request.

Failure to return this certification in a timely manner may result in delays in securing authorization for leave, and failure to return the certification at all will preclude the employee from taking leave.

An eligible employee also may be asked to furnish the Town with subsequent health care provider certifications on a reasonable basis during the employee's leave period. An eligible employee's failure to furnish subsequent certifications may result in termination of the employee's right to leave.

Under certain circumstances as provided by law, including (but not limited to) situations in which the need or nature of the approved leave changes, the Town of Danville may, in its sole discretion, require recertification of an employee's serious health condition.

Definitions

Serious Health Condition:

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider. The FMLA does not apply to routine medical examinations, such as a physical, or to common medical conditions, such as an upset stomach, unless complications develop.

Generally, the FMLA considers the following to be serious health conditions:

(a) Conditions requiring: in-patient care in a medical facility

(b) Conditions resulting in a period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that requires additional treatment the meets certain conditions

(c) Pregnancy

(d) Chronic, long-term, or incurable conditions, such as diabetes, asthma, and migraine headaches. A chronic serious health condition is one which requires visits to a health care provider at least twice a year and recurs over an extended period of time. which is under the care, supervision, or treatment of a health care provider and if untreated would result in at least three (3) days' incapacity from work or other daily activities.

(e) Permanent or long-term conditions for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer;

(f) Conditions requiring multiple treatments such as restorative surgery after an accident or other injury, or a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days if the employee or employee's family member did not receive the treatment.

The list above is not intended to be an exhausted list of conditions that meet the definition of a "serious health condition" under the FMLA. For more information on this topic, please visit the U.S. Department of Labor's website.

Covered Active Duty:

Eligible employees may take FMLA leave for a qualifying exigency when the military member is on covered active duty, including when the military member is called to covered active-duty status, or has been notified of an impending call or order to covered active duty:

For members of the Regular Armed Forces, covered active duty is duty during deployment of the member with the Armed Forces to a foreign country.

For members of the National Guard and Reserves covered active duty is duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

Deployment to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the United States. It also includes deployment to international waters.

Qualifying Exigency: Qualifying exigencies may arise when an employee's spouse, child, or parent is a member of the Armed Forces, including the National Guard and Reserves. An eligible employee with a family member on covered active duty may take FMLA leave for the following qualifying exigencies:

(a) Issues arising from the military member's short notice deployment (i.e., deployment within seven or fewer days of notice);

(b) To make or update financial and legal arrangements to address a military member's absence;

(c) To attend counseling for the employee, the military member, or a child of the military member when the need for that counseling arises from the covered active duty or call to covered active duty status of the military member and the counseling is provided by someone other than a health care provider;

(d) To attend military events and related activities, including official military ceremonies and programs or informational briefings related to the military member's covered active duty sponsored or promoted by the military or military service organizations;

(e) To spend up to 15 calendar days with a military member who is on rest and recuperation leave,

(f) Certain childcare and related activities for the military member's child while the military member is on covered active duty,

(g) To attend post-deployment activities within 90 days of the end of the military member's covered active duty or to attend to issues arising from the death of a military member while on covered active duty;

(h) Certain parental care activities for the military member's parent who is incapable of self-care, and

(i) Any other event that the employee and employer agree is a qualifying exigency.

For purposes of qualifying exigency leave, an employee's child refers to a child of any age.

Types and Duration of FMLA Leave

Basic FMLA Leave and Active-Duty Leave:

An employee may be eligible for up to 12-weeks of unpaid leave in a 12-month period for the following reasons:

- 1) The birth of a child and to care for such child or placement for adoption or foster care of a child;
- 2) To care for an immediate family member (spouse, child under 18 years old or 18 and over that is incapable of self-care, or parent) with a serious health condition;

- 3) Because of a serious health condition which renders an employee unable to work: or
- 4) "Active-Duty Leave," defined as leave due to any qualifying exigency arising out of the fact that an employee's spouse, son (of any age), daughter (of any age) or parent is a "covered military member". "Covered military member" means a member of the Armed Forces or a member of the Reserves (including the National Guard or Reserves) who is on "covered active duty" or has been notified of an impending call or order to covered active duty. For members of the Armed Forces, "covered active duty" means duty during deployment of the member with the Armed Forces to a foreign country. For members of the Reserves, "covered active duty" means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

Intermittent FMLA Leave:

Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis, when necessary, because of a qualifying exigency. Intermittent or reduced schedule leave for the birth or placement of a child for adoption or foster care may be taken only with approval through the proper application process. Intermittent or reduced leave may not exceed the total hours an employee would have worked during their regular 12-week schedule.

If approved for intermittent leave, the employee must attempt to schedule all leave for any foreseeable events at a time when it will cause the least disruption to the work environment. Employees taking intermittent leave must follow the Town's standard call-in procedures absent unusual circumstances.

Military Caregiver Leave:

An employee also may take Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), and parent or next of kin (i.e., closest living relative) who is a "covered service member".

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12-months after that date.

The leave entitlement applies on a per-covered service member, per-injury basis. However, no more than 26 weeks of leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by the federal FMLA under the bullets in the basic FMLA Leave and Active Duty Leave section above, the combined leave may not exceed 26-weeks during that 12-month period.

Application for Leave

An employee who seeks to obtain leave pursuant to this policy shall give at least 30 calendar days' notice of the leave, if possible. They shall also schedule medical treatment to cause as little disruption to his or her employment as possible.

Health Care Provider Authorization

In cases of leave to be taken to care for a seriously ill family member or due to the employee's own serious health condition, an eligible employee must provide the Town with a completed and signed Health Care Provider Certification indicating that the employee requires FMLA leave. This certification must be returned to the Town within 15 days after the employee gives notice of their intent to take FMLA leave and contain information sufficient to support the request.

Failure to return this certification in a timely manner may result in delays in securing authorization for leave, and failure to return the certification at all will preclude the employee from taking leave.

An eligible employee also may be asked to furnish the Town with subsequent health care provider certifications on a reasonable basis during the employee's leave period. An eligible employee's failure to furnish subsequent certifications may result in termination of the employee's right to leave.

Under certain circumstances as provided by law, including (but not limited to) situations in which the need or nature of the approved leave changes, the Town of Danville may, in its sole discretion, require recertification of an employee's serious health condition.

Job and Benefits Security

Employees are generally entitled to return to the same positions or to a substantially equivalent position with equal pay, benefits, and other terms and conditions of employment, provided the return is immediate upon the expiration of the FMLA period. Additionally, any unused employment benefits that had accrued to an eligible employee prior to the commencement of leave will be restored upon return from FMLA leave.

Continuation of Group Health Plan Coverage

During the leave, the Town will maintain employee health benefits on the same conditions as if they had continued working, and the employee will be responsible for their premiums.

FMLA runs concurrently with any accrued leave time, and, in some instances, it will run concurrently with short-term disability or Worker's Compensation.

To obtain additional information and necessary forms, please visit the BambooHR platform, or contact Human Resources. (HR)

Holidays

The Town observes paid holidays each year based on the adopted schedule of the Town Council. Public safety shift employees will have all holiday time will be available January 1st of every year. Any time used prior to the actual holiday must be paid back if the employee leaves before the completion of the year, and no pay out. See Benefits Guide for further information.

Military Leave

Military leave is time off from work with or without loss of pay granted to an employee so that they may fulfill obligations in the military reserve or when call to active military service. The Town of Danville is obligated by State law to provide an employee with a minimum time off without loss of pay to fulfill reserve duty obligations with the Indiana Military Reserve, the National Guard, or other armed forces reserve components.

Active Military Service

If an employee is called to enter active military service, they will be placed on indefinite unpaid leave, after receiving 15 paid military leave days. A copy of orders or a statement from the appropriate military commander must be submitted to the employee's Department Superintendent as soon as possible. Upon returning from active military service, the employee is entitled to specific re-employment rights and benefits in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Details of USERRA rights are available from the Clerk-Treasurer.

Reserve Duty

Any full-time employee who is a member of the reserve armed forces of Indiana or of the united states shall be entitled to leave of absence, without loss of pay, for no more than 15 days annually, according to I.C. 10-16-7-5(b). To receive military leave, an employee must submit notification papers to their Department Administrator as far in advance of such leave as is possible. To receive pay for military leave, the employee must submit to their Department Administrator a statement of attendance upon returning to work.

Any required duty beyond 15 days in a calendar year, the employee shall be paid an amount that, when combined with their military pay, shall equal their regular rate of pay for the time period involved. To receive military leave, the employee must submit to their Department Administrator a statement of attendance and the daily rate of pay, upon returning to work.

Sick Leave

Sick leave is time off work with pay granted to full-time employees. This leave may be used for your own personal illness or injury, legal quarantine or for an illness or injury of your spouse,

child or parent or for persons residing in your household who are dependent upon you for care and support, and which necessitates your absence from work.

It is also available for visits to health care providers for you or your spouse, child, parent or persons residing in your household. A physician's statement may be required from an employee upon request of a third consecutive sick day, or at the discretion of Department Administrator. Sick leave should be viewed as a quality-of-life benefit granted by the Town and not as leisurely time off work.

While using sick leave, employees will continue to accrue their time at the rates listed below:

Non-exempt Full-time Employees

Non-exempt full-time employees shall accrue 3.5-4 hours or 12 hours for fire department shift employees, biweekly, after completion of one month of employment with the Town. Sick days may accrue to a max of 360 hours.

Exempt Employees

Exempt employees are allowed a total of 30 days beginning January 1st each calendar year at their full rate of pay for sick leave. Sick days may be carried over from year to year, up to a maximum of 60 days.

In order to qualify for sick leave pay, an employee must comply with the following requirements:

- An employee must notify, or cause to be notified, their Department Administrator of their absence as far in advance as possible, and preferably prior to the start of their work shift.
- An employee shall be responsible for keeping their Department Administrator informed of the expected length of recovery from the illness or injury, and the anticipated return to work date.
- Written doctor's certification is required for any illness or injury resulting in 3 or more days absence from work. Physician certifications will be maintained in the employee's health file, in the Clerk-treasurer's office.
- Written doctor's certification may be required for periods of absence of less than 3 days if the Town has reason to believe sick leave is being abused.

Upon retirement from full-time employment with the Town, an employee shall be paid a percentage of their unused sick leave with their final paycheck. Employees must be eligible for retirement under PERF determination, merely being "vested" is not qualification for payment of sick time.

The following "Years of Service" chart will be used to determine the percentage of payment:

Years of Service	Percent
0-9 th year	0%
10 th -14 th year	25%
15 th -19 th year	50%
20 th -24 th year	75%
25 th year and on	100%

Whenever there is an overlap or conflict between the requested leave of 2 or more employees that could cause an adverse effect upon the current workload of the Town, priority shall be given to the request of the employee who has more seniority. Any vacation leave request may be denied if leave at the requested time would be detrimental to the current workload of the town. Upon resignation of employment an employee shall receive payment for any unused vacation time, pending completion of proper offboarding detailed in the under "Termination". See Public Safety handbooks for details.

Unpaid Leave

Unpaid leave from work may be granted in exceptional circumstances, if approved by the Department Administrator and Town Manager, and will not cause unnecessary difficulties to Town operations due to the loss of the employee's service. The duration of unpaid leave may not exceed 12 weeks in a 12-month period. Requests for unpaid leave must be made at least 10 days in advance, if possible. This is not in addition to FMLA.

There will be no accumulation of sick, vacation, personal, ETO, or payment of holidays/holiday flex time during an unpaid leave of absence. The insurance benefit plans will continue up to a maximum of 3 months, or 6 months if the leave is FMLA qualifying. The employee will be responsible for continuing with their portion of premium payments to the Town as if they were still working. Any employee failing to return to work will be considered voluntarily resigning from employment with the Town.

Life Insurance

All full-time employees become eligible for Group Life insurance benefits on their first day of full-time employment, and upon completion and submission of required forms to the Clerk-Treasurer. The term of the policy is established annually in the Salary Ordinance. For further information on life insurance, employees should refer to the Town Benefits Guide of the corresponding year.

Nepotism

The Town recognizes that members of the same family may desire to pursue similar careers. The Town must be sensitive, however, to the potential for bias in employment decisions and the necessity of maintaining professional work relationships. The Town will not employ individuals in positions that result in one relative being in the direct line of supervision of another relative. An employee hired prior to July 1, 2012, is not subject to this policy unless the individual has a break in employment with the Town.

An employee hired on or after July 1, 2012, who is a relative of another employee that begins serving a term of elected office with the Town may remain employed by the Town and may retain his or her position or rank, even if this would otherwise violate the policy. However, the individual may not be promoted to a position if the new position would violate this policy.

For purposes of this policy, the words and phrases contained herein shall have the following meanings: Relative means spouse, parent, child (including adopted child), brother, sister, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, step-parent, step-child, step-brother, step-sister, half-brother or half-sister. Employed means employed in a full-time, part-time, temporary, intermittent or hourly basis. This term does not include an individual who holds only an elected office. This term does include an individual who is party to an employment contract with the Town. Direct line of supervision means an elected official 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. This term does not include the responsibilities of the Town Manager or the Town Council, as provided by law, to make decisions regarding salary ordinances, budgets or personnel policies of the Town.

Payroll Processing

The Clerk-Treasurer's office is the official keeper of all timekeeping documents, benefit leave time accrued/used, and compensatory time for all employees. As such, the Clerk-Treasurer has the authority to determine the forms and policy for which all departments and employees will account for their time. Department Administrators will submit the department's timesheets bi-weekly, according to a schedule set each calendar year, to the Clerk-Treasurer's office, for review and preparation for the next payroll cycle.

Timesheets will detail all time worked and any paid time off according to the benefits leave used. Each Department Administrator should maintain records for all employees within their department, including benefit leave time accrued/used along with compensatory time. It is the responsibility of the Department Administrator to do monthly verification with the clerk-treasurer's office of employee records.

Deductions

The Clerk-treasurer allows for the bi-weekly deduction of insurance premiums, retirement investments, health savings accounts, donations, and union dues for the Indiana Association of Firefighters. Any deductions that an employee wishes to have withheld must be completed through an authorization form with the Clerk Treasurer's office at least 30 days prior to the start of the withholdings.

Garnishments

The Clerk-Treasurer shall abide by all court-order garnishment notices. An amount, no greater than is allowed by law, of the employee's disposable wages will be withheld from the employee's paycheck bi-weekly, until the garnishment has been satisfied. Garnishments include but are not limited to: child support, delinquent property taxes, and civil wage garnishments. As authorized by law and Town Ordinance, the Clerk-treasurer may charge a \$2.00 processing fee per garnishment order, per pay.

Pay Dates

The Clerk-Treasurer issues payment of wages/salary to all employees according to the annual Salary Ordinance and FLSA rules and regulations on a biweekly basis. If a pay date falls on a Town observed holiday then the direct deposit will be issued on a date prior to a holiday.

Personal Information Changes

Any changes in an employee's personal status from what is documented in their application for employment or other personnel records should be reported by the employee to their Department Administrator and HR Coordinator within 30 days. Changes can include:

- Your name
- Home address
- Email address
- Telephone number
- Marital status
- Number of dependents
- Change in benefits status
- Emergency contact information

Promptly reporting these changes will ensure that personnel records are updated. It is the employee's responsibility to ensure their records are current and to prevent delays in processing tax changes or loss of benefits opportunities. For further information on reporting a

family status change, or a change in medical, dental, or vision benefits status, employees should reference the current Benefits Handbook, or current IRS regulations for reporting a change.

Personnel Records

The Clerk-Treasurer's office maintains the official personnel file for each employee. This file contains information needed to conduct Town business, comply with legal requirements, and adhere to government regulations. Employees may view their personnel file by requesting time with the Clerk-Treasurer's office.

Political Activity

Town employees shall not participate in any political campaign or party activity during their working hours, or when acting in their official capacity. This policy includes any request to participate made by threats or coercion by Elected Officials, Department Administrators, or political party officials. This also includes soliciting or making political contributions, whether on their behalf or on behalf of others.

Town employees shall not knowingly or intentionally use Town property to advocate for the election or defeat of a candidate or a public question, or to generate copy, transmit, or reproduce campaign materials. Likewise, Town-owned vehicles, or vehicles predominantly used by Town employees or officials for Town business, shall not be used to display or distribute campaign materials.

Any employee subject to the provisions of the Federal Hatch Act must comply with the Act in all respects. Questions regarding this policy should be directed to the Clerk-Treasurer's office.

The State Ethics Commission is also available to answer many questions. The Ethics Commission may be reached via telephone, or employees may seek advice by email through its website at www.in.gov/ethics.

Retirement

Indiana Public Retirement System (INPRS)

The Indiana Public Retirement System (INPRS) is the controlling authority administering and manages the following plans:

- Public Employees' Retirement Fund (PERF)
- 1977 Police Officers' and Firefighters' Pension and Disability Fund (PERF '77)

Public Employees' Retirement Fund (PERF)

The Town Council determined which PERF defined account the Town participates in.

Employees with a minimum of Rule of 85:

- Your age, plus years of service and at least 55 years old
- Age 60 with 15 years of service
- Age 65 with 10 years of service
- An employee with twenty-five (25) years or more, of vested service in Civilian PERF with no age requirement

PERF employees reach their full vesting period after 10 years of service.

PERF 77 Fund

For PERF 77 Fund employees, a minimum of twenty (20) years of service, with the age requirement of 52, shall be recognized as retiring for Town benefit purposes only. Employees should refer to the PERF 77 Fund Handbook for further details.

All questions about these retirement plans and benefits should be directed to INPRS. Email: questions@INPRS.in.gov

Hoosier START

Hoosier START is a voluntary deferred compensation program using two plans allowed under IRS Section 457(b) which offers eligible Town employees an effective way to reduce current taxes and to supplement other retirement benefits. This deduction is eligible for all full-time employees.

There is no waiting period for eligibility. Employees may enroll at any time by contacting the Indianapolis Hoosier START office. For more information, visit the website at hoosierstart.com.

Social Security Number Policy

It is the policy of the Town to protect the confidentiality of its employees' and applicants' Social Security numbers (SSNs) obtained and used in the course of business. All executives, managers and employees are expected to adhere to this policy. Any employee violating the provisions of this policy will be disciplined in accordance with Town rules.

Collection of SSNs

SSNs will be collected from applicants and employees as required to meet federal or state reporting requirements. These purposes include:

- To conduct pre-employment background checks.
- To verify eligibility for employment.
- To withhold federal and state taxes.
- To comply with state new-hire reporting.
- To facilitate enrollment in Town benefit plans.

SSNs may also be collected from creditors, suppliers or independent contractors where no tax identification or employer identification number is accessible. SSNs obtained will be subject to the same provisions of the privacy policy as those for applicants and employees.

Use of SSNs

Except for verification and reporting uses for the above-referenced reasons, no SSN or portion of an SSN will be used in the conduct of the Town's business. In addition:

- No SSN or portion of an SSN will be permitted to be used for identification badges, parking permits, timecards, employee rosters, employee identification records, computer passwords, Town account records, licenses, agreements or contracts.
- No SSN or portion of an SSN will be used in open computer transmissions or Town distributions or through the Town intranet except where such transmission of information is by secure connection or is encrypted. As examples, reporting of payroll withholding taxes and benefits plan participation require such data; thus, such transmissions of data will be handled through secured computer transmission only.

Storage of SSNs

All documents containing SSNs should be stored in locked, secured areas. All computer applications containing SSNs should be maintained on secured, authorized-access computer stations only.

Access to SSNs

Only persons who have a legitimate business reason will have access to SSNs. Such access will be granted through Department Administrators responsible for functions with reporting or transporting of such data responsibilities. Department Administrators and employees granted such access must take all necessary precautions to ensure the integrity of records that include such numbers when the records are not being used.

Destruction of SSNs

Records that include SSNs will be maintained in accordance with federal and state law. When such documents are released for destruction, the records will be destroyed by shredding.

State Laws

If this policy, or any part thereof, conflicts with a State law in any state in which the Town operates, the State law should supersede this policy, or the relevant portion thereof.

Solicitation

Solicitation by Town employees for an outside business is strictly prohibited on Town time or using Town resources.

Conflict of Interest Forms

A Conflict of Interest Form is mandated by the State Board of Accounts and must be completed annually through the Clerk Treasurer's Office for any employee, board, committee, or commission.

Employee solicitation for funds, membership or individual commitment to other outside organizations is prohibited unless expressly authorized through proper completion of a Conflict of Interest form.

Termination

If an employee decides to leave Town employment, a minimum of two weeks written, advance notice must be given in order to leave in good standing, unless the Town expressly waives this and accepts a shorter notice. Employees are expected to work each day during that two-week period. Leaving in good standing entitles consideration for future rehire. Resignation letters should be routed through an employee's supervisor and the HR Coordinator.

Voluntary Resignation

An employee should provide their Department Administrator with two weeks written notice if choosing to resign from employment with the Town of Danville. When an employee separates from employment with the Town, while enrolled in Town medical coverage, the employee's participation will end. The separating employee will be sent a COBRA packet from AIM Medical Trust giving them the opportunity to continue coverage under COBRA. The employee must work their full official last date of employment, finalize payroll documentation, and complete an exit interview with the HR Coordinator to qualify for pay out of accrued time off.

Immediate Discharge/Misconduct

Any employee whose conduct, actions, or performance violates or conflicts with the Town of Danville's policies may be terminated immediately and without warning. In the event of discharge for misconduct, all benefits end effective the day of the discharge. Employees who are terminated will not receive pay out of accrued time off (excluding comp time) and will not be considered in good standing.

Exit Interviews

Upon separation of employment, the HR Coordinator shall conduct an exit interview on or before the last day of employment. Copies of the completed exit interview will be provided to the Clerk-Treasurer's office and feedback sent to the Department Administrator.

Returning Town Property

An employee must return all Town property to their Department Administrator on or before the last day of employment. Exit/offboarding paperwork will include a list of items provided to the employee, and the date items were collected.

Town Credit Cards

The following positions are designated Town Credit Card holders: Town Manager, Asst. Town Manager, Town Planner, Clerk-Treasurer, Police Chief, Fire Chief, Human Resources, Parks Director, Utilities Director, and Superintendents of Public Works, Water, Wastewater, and Stormwater.

The cards may be used for the following purposes:

- Registration for training conferences, and workshops
- Travel, lodging, meals, and fuel (as needed)
- Internet online purchase for government use only
- Pre-approved purchase by the Clerk-Treasurer

Purchases for personal use are not allowed. Claims must be submitted with an invoice or receipt for the purchase, as well as the credit card invoice.

Uniforms, Appearance, Demeanor, Personal Property

General Guidelines

Appearance is a reflection of professionalism. The public responds positively to a professional presence. Acceptable personal appearance is an ongoing requirement of employment. Discretion in style of dress and behavior is essential to the efficient operation of Town government. Employees should conduct themselves at all times in a way that best represents them and the Town. Employees that report to work improperly dressed may be instructed to

return home to change. Time spent traveling to and from home to change clothing will be unpaid.

Uniforms

The Town supplies uniforms to all police officers, firefighters, EMS personnel, Water, Wastewater, Parks & Recreation, and Public Works departments. If an employee is required to wear a uniform, it is the responsibility of the employee to wear it in a proper manner. The consumption of alcohol while wearing Town-issued clothing is prohibited.

OSHA-approved safety-toed safety shoes must be worn by all Public Works, Parks & Recreation, Water, Wastewater, and Stormwater employees at all times while working, except when performing office work. Safety glasses, hard hats, and/or protective equipment must be worn at all times while working with power equipment, and in all areas where signage indicates safety glasses are required. For further guidelines, employees should refer to the Safety Handbook.

Personal Appearance/Hygiene

Employees must follow all reasonable personal grooming standards with respect to clothing and personal hygiene. Employees should dress according to the requirements of each individual position. Department Administrators may determine and enforce guidelines for each work environment based on the nature of the work and the safety of the job.

Certain staff members may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions and will be provided to employees by the Town. Departments, such as public safety shifts, which require additional standards of grooming, should refer to their department handbooks for further requirements.

The above list is not exhaustive and only an illustration of the general appearance guidelines for Town employees. In many instances, a case-by-case review will need to be considered for interpreting situations. The guiding policy will be for all employees to comply with the workplace decorum of the Town, their department, and their position. Specific department uniform and appearance guidelines are available from a Department Administrator and prevail when appearance guidelines are reviewed. Where necessary, reasonable accommodation may be granted for a person with a disability or religious exception.

Personal Property

Employees are responsible for their personal property. The Town is not responsible for personal property.

Vehicles

Purpose

The Town allows employees in certain management and professional positions to take home Town vehicles on a regular basis. In general, the Town extends this benefits to Public Safety employees whose responsibilities include a twenty-four (24) hours on-call requirement, and other employees who would be required to return to the Town in the event of an emergency or serious incident. The purpose of this policy is to set forth the guidelines under which Town vehicles may be used.

Definition

- Town vehicle: any vehicle owned or leased by the Town of Danville
- Take-home vehicle: any vehicle owned or leased by the Town of Danville which, upon authorization, can be used during working and non-working hours

Vehicle Use

- All employees operating a Town vehicle must have a valid Indiana driver's license with the required endorsements and an accepted level of training
- All employees operating a Town vehicle must adhere to all applicable local, state, and federal traffic laws
- No employee with a suspended, revoked, or expired driver's license will be permitted to drive a Town owned or leased vehicle
- Excluding police and fire department vehicles, passengers who are not Town employees are allowed to occupy Town vehicles only if they are involved in Town activities or business, or meet the De Minimis Use policy
- Employees must use the vehicle properly, safely, and in the manner for which it was designed
- Smoking is prohibited in all Town vehicles
- Employees are expected to maintain a minimum standard of cleanliness to include both inside and outside of the vehicle
- Employees will follow state guidelines for take-home vehicle benefits

Vehicle Decals

- Permitted decals are: Town logos, department logos, public safety markings, department program logos, professional organizations, and professional memorial programs
- Decal location on vehicle is determined and approved by Department Administrator

Overnight Use

- Only employees who have the responsibility to respond to an emergency on a 24 hour day basis are authorized to take home a Town-owned vehicle

De Minimis Use

The Town recognizes and accepts that the De Minimis use verbiage to minimize situations that are not reasonable for the employee. An employee may be allowed to pick up/drop off family members while either traveling to/from work. The exception must create a minimal interruption in the initial route of travel. Also allowed may be stops at pharmacies, gas stations, grocery stores, or other essential locations, provided that they create a minimal interruption in the original route of travel.

Workplace Bullying

Purpose

The purpose of this policy is to communicate to all employees, including supervisors, managers and department heads, that the Town will not *in any instance* tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Definition:

The Town of Danville defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Examples:

The Town considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that can convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Town to take appropriate action.

Worker's Comp

In the event an employee is injured at work, they may be eligible for Worker's Compensation benefits. All injuries/illnesses must be reported to the Department Administrator, as well as the

Human Resources coordinator within 24 hours of the occurrence, or as soon as possible afterwards. A worker's compensation claim form must be completed and reported to the State of Indiana immediately. All employees involved in an accident that require the treatment of emergency medical personnel must be transported for check out, or sign a Signature of Release (SOR).

Work Schedules

Notification

All employees should notify their immediate supervisor as soon as possible when it is evident that they will be unable to report for work as scheduled. Unexcused absences and/or tardiness are grounds for disciplinary action, up to and including termination.

Lunch Period

A non-paid lunch period of one hour will be provided to employees according to departmental policy. At the discretion of the employee's Department Administrator, certain emergencies, rush situations, or extreme weather conditions, may be cause to revise lunch schedules. If emergency situations arise that require the employee to eat a meal while continuing to work, the employee will be paid for the mealtime.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I, _____ (employee name), acknowledge that on _____ (date), I received a copy of the Town of Danville's Employee Handbook and that I read it, understood it, and agree to comply with it. I understand that the Town of Danville has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the Handbook at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the Town Council, Clerk Treasurer, Town Manager, or other official of the Town of Danville. I also understand that any delay or failure by the Town of Danville to enforce any rule, regulation, or procedure contained in the Handbook will not constitute a waiver of the Town of Danville's right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Town of Danville representative, **I am employed at will and this Handbook does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized Town of Danville representative and this Handbook conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

.....

(Employee's Signature)

.....

(Employee's Printed Name)

.....

(Date)

TOWN OF DANVILLE

Town Council 7:00pm		
Work Study	As	Needed
January	8 th	22 nd
February	5 th	19 th
March	5 th	19 th
April	2 nd	16 th
May	7 th	21 st
June	4 th	18 th
July	2 nd	16 th
August	6 th	20 th
September	3 rd	17 th
October	1 st	15 th
November	5 th	19 th
December	3 rd	17 th

Design Review Committee 4:30pm	
Month	Date
January	2 nd (Thursday)
February	5 th
March	5 th
April	2 nd
May	7 th
June	4 th
July	2 nd
August	6 th
September	3 rd
October	1 st
November	5 th
December	3 rd

Park Board 5:30pm	
January	15 th
February	19 th
March	19 th
April	16 th
May	21 st
June	18 th
July	16 th
August	20 th
September	17 th
October	15 th
November	19 th
December	17 th

Plan Commission	7:00pm
January	15 th
February	12 th
March	12 th
April	9 th
May	14 th
June	11 th
July	9 th
August	13 th
September	10 th
October	8 th
November	12 th
December	10 th

Redevelopment Commission 5:30pm	
January	8 th
February	12 th
March	12 th
April	9 th
May	14 th
June	11 th
July	9 th
August	13 th
September	10 th
October	8 th
November	12 th
December	10 th

Police Merit Board 6:30pm	
March	26 th
June	25 th
September	24 th
December	22 nd (Monday)

Tree Advisory Committee 5:30pm	
February	26 th
May	28 th
August	27 th
November	26 th

BZA 6:00pm	
January	22 nd
February	19 th
March	19 th
April	16 th
May	21 st
June	18 th
July	16 th
August	20 th
September	17 th
October	15 th
November	19 th
December	17 th

Joint EMS Board 5:30pm	
March	19 th
June	18 th
September	17 th
December	17 th

2024 GO Bond Wish List

BOND AMOUNT AVAILABLE FOR PURCHASES \$3,056,622.50

2024 GO BOND APPROPRIATION TO USE FOR PURCHASES 4414-5-500-43102

Department	Item	Lifespan Years	Cost
All	Access Control - Outside of the Buildings	20	\$50,000.00
All	Dumpster Enclosures - Comply with our Ordinance	Lifetime	\$60,000.00
All	TH Digital Sign	20	\$50,000.00
Building	TH Generator	15	\$100,000.00
Building	Parking Lot Repair - North Lot on Wayne St & Behind TH	Lifetime	\$70,000.00
DPW	Salt Barn Equipment Storage - Enclose west side lean-to	50	\$30,000.00
DPW	Salt Barn Equipment Storage - Construct nonclimate-controlled lean-to on east & north side	50	\$200,000.00
DPW	Trade 2008 40' and 1994 23' trailer for single 24' Tilt Trailer	20	\$75,000.00
DPW	Digital message board trailers to alert motorists of upcoming work or events (2)	10	\$70,000.00
DPW	Replace 1992 Wood Chipper	25	\$60,000.00
DPW	Replace 1997 Leaf Vacuum	25	\$125,000.00
DPW	Replace 2002 Fork Lift	20	\$60,000.00
DPW	Planned rotation of mower(s)	10	\$17,000.00
DPW	Reclassify/Rebrand department from DPW to Street Department (decals, signs, and logos)	20	\$15,000.00
Fire	Turnout Gear Washer	10	\$16,000.00
Fire	Station 192 Bay Exhaust Fans	10	\$7,000.00
Fire	Protect the apron of purchased houses	10	\$10,000.00
Fire	Extrication Equipment	15	\$100,000.00
Fire	Air Bag Replacement	20	\$30,000.00
Police	6 New Radios	7	\$36,000.00
Police	23 New Body Cameras	5	\$174,000.00
Police	23 Tasers	5	\$107,000.00
Police	6 New Rifles	10	\$6,000.00
Police	Warrant Team Equipment	15	\$7,000.00
Stormwater	GIS Mapping	Lifetime	\$150,000.00
Town	Offices/Restroom Downtown	25	\$200,000.00
Town	Wayfinding	20	\$150,000.00
Town	Square electrical and Lighting	30	\$300,000.00
Utilities	Vac Truck	20	\$600,000.00
Water	New Backhoe	20	\$135,000.00

Water

Vac-Trailer for smaller hydro excavations

TOTAL:

20

\$85,000.00

\$3,095,000.00

TOWN OF DANVILLE

REQUEST TO SPEND FUNDS

Requesting Department:

UTILITIES DIRECTOR

Amount Requested:

\$148,700.00

Fund/Appropriation Requested
to Expend From:

2401-5-500-43112/ARPA

IMPORTANT:
All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Explanation for Requested Funds

Town Hall Parking Lot Expansion.

Budget Review
Recommendation: Town Manager & Clerk-Treasurer Approve, Disapprove, Further Review
Comments:

Carrie E Lofton
Mark R. Magee

COUNCIL NOTES:

Requested by:

Barry Lofton

Date:

12/18/2024



107 Brazos Drive, Danville, IN 46122
Phone: 317-745-2414
Fax: 317-745-7914

Date: November 22, 2024
Project: Danville Town Hall Parking Lot Expansion
Location: Danville, IN

Scope of Work

- Strip topsoil
- Remove sidewalks, curbs and 1 tree
- Cut and fill to dirt subgrade
- 6" Stone under asphalt
- Concrete curbs and walks
- Asphalt and striping
- 25 Parking bumpers
- 2 Handicap signs
- Conduit and wiring to light pole bases
- 2 Concrete light pole bases
- 10' Temporary stone access drive
- Remove temporary stone drive at completion of work
- Dozer grade disturbed areas

Total \$148,700.00

Exclusions No permits, testing or tap fees
 No engineering or layout
 No removal of hazardous waste or unsuitable soils
 No soil stabilization
 No excessive dewatering
 No temporary or permanent seeding
 No finish grading

Thank you and if you should have any questions, please feel free to contact me at the 317-745-2414.

Thanks,

Michael P Eaton
Eaton Excavating LLC

C. Swanson Trucking

1075 W COUNTY ROAD 750 S
CLAYTON, IN 46118

Estimate

Date	Estimate #
11/25/2024	22885

Name / Address
Danville Storm Water Department Attn: Barry Lofton 49 N. Wayne St. Danville, IN 46122

Project

Description	Qty	Rate	Total
<p>Danville Town hall parking lot extension</p> <p>We will demo all concrete, prep dirt base to grade as per prints and pack to 100%, add #53 base stone and compact, pour all concrete curbs and sidewalks, trench in 1" conduit for light poles, pour light pole bases, HMA will be applied at appropriate time and temperature season, paint all parking markings and install all curb stops, finish grade dirt seed and straw disturbs areas.</p> <p>6" compacted #53 stone base 2.5" HMA base 1.5" HMA Topping</p> <p>**Anything added or adjusted from prints will be considered additional cost</p> <p>**No testing included other then proof roll with load truck, for compaction or concrete testing</p> <p>**No rebar speced for light poles or sidewalks</p> <p>**Temp job access must be discussed</p> <p>**All landscaping excluded from this estimate</p> <p>**Light poles and bolts, and patterns must be provided by TOD</p> <p>**No ADA mats on prints if required</p>	1	120,000.00	120,000.00
Thank you for considering us.		Subtotal	\$120,000.00
		Sales Tax (7.0%)	\$0.00
		Total	\$120,000.00

JDH Contracting, Inc.

8109 Network Drive
Plainfield, IN 46168
USA

Phone: 317-839-0520
Fax: 317-838-0925

To: Town of Danville	Contact: Barry Lofton
Address: 49 North Wayne Street Danville, IN 46122	Phone: (317) 745-4180
	Fax:
Project Name: Danville Town Hall Parking Lot	Bid Number: JDH24-0949
Project Location: US 36 And N Wayne St, Danville, IN	Bid Date: 11/20/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Excavation Of Parking Lot, Sidewalks, And Curbs	1.00	EACH	\$16,000.00	\$16,000.00
1	Hauling Off Of Spoils	1.00	EACH	\$6,950.00	\$6,950.00
1	Installation Of ADA Signage	1.00	LS	\$1,875.00	\$1,875.00
1	Installation Of Asphalt Pavement	1.00	LS	\$67,450.00	\$67,450.00
1	Installation Of Concrete Curb	1.00	LS	\$9,425.00	\$9,425.00
1	Installation Of Concrete Curb And Gutter	1.00	LS	\$7,250.00	\$7,250.00
1	Installation Of Concrete Sidewalks	1.00	LS	\$22,625.00	\$22,625.00
1	Installation Of Parking Barriers	1.00	LS	\$4,375.00	\$4,375.00
1	Installation Of Stone For Curbs	1.00	EACH	\$10,055.00	\$10,055.00
1	Staking/Layout	1.00	LS	\$1,875.00	\$1,875.00
1	Striping Of New Asphalt Parking Lot	1.00	LS	\$1,375.00	\$1,375.00

Total Bid Price: \$149,255.00

Notes:

- This Proposal is Not Based on Prevailing Wage Rates and is Valid for a Period of 15 Days.
- Quote is Based on the Scope of Work Listed Above, Any Deviations will be Subject to Change Order.
- Quote Does Not Include Any Permits or Permitting Fees.
- Quote includes (1) equipment mobilization (Additional mobilizations: \$6,000/ea for Paving; \$4000/ea for Excavation; \$3,500/ea for Concrete and Site).
- All bonds, permits, and fees are excluded from this proposal.
- Street sweeping will be provided for areas affected by construction only.
- Pricing figured for a standard 10 hour day, five day work week, weekend and holidays are not included.
- Proposal figured project as a tax exempt project.
- Proposal based on engineered plans prepared by United Consulting, dated 11/11/2024.
- Asphalt Pavement figured as: 6" INDOT #53 Stone Base, 2.5" 19mm Type B HMA Intermediate, 1.5 9.5mm Type B HMA Surface (Per legend for item K on sheet 2 of 3.)
- Concrete Sidewalk figured as: 4" PCCP, Per detail F on sheet 2 of 3.
- Concrete Curb and Gutter figured as: Per detail #15 on sheet 2 of 3.
- Concrete Curb figured as: Per detail #16 on sheet 2 of 3.
- Finish Striping of asphalt parking lot figured as: Per layout on sheet 3 of 3.
- Excludes landscaping of any kind and finish grade.
- Excludes electrical, pole bases, or lighting of any kind.
- Adjustment of sanitary clean out is included.
- Demolition of existing curb and sidewalk, as noted on drawing, is included.
- Removal and disposal of all construction associated debris is included.
- Erosion control and silt fencing not included.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: JDH Contracting, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: JR Reynolds 317-650-7239 jr.reynolds@jdhcontracting.com</p>
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TH Parking lot
Expansion

RIGDON CONSTRUCTION

November 19, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the parking lot expansion at the Danville Town Hall. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: dumpsters, temporary restroom for construction use, temporary barricades at connecting parking lot, safety items, first aid equipment, and management personnel.

Site Work Includes 250 lft of silt fence for erosion control, demo and removal to saw cut existing sidewalks and asphalt, strip topsoil and stockpile enough for backfill/grading, export excess topsoil, cut/fill and compact parking lot and sidewalk areas +/-0.1 ft of subgrades, excess spoils to be removed not to exceed 30 triaxle loads, back fill curbs and parking lot rough grade only based on plans.

Asphalt Paving Pave new parking lot of approximate 913 sq yards. Install a 6" stone base, 2 1/2" HMA binder material, 1 1/2" HMA surface material. Included is providing and installation of 25 parking bumpers, striping per plans and providing and installation of 2 H.C. signs.

Sidewalks and Curbs Includes installing of concrete sidewalks per plans

Survey/staking and Includes coordinating public and private utility locates prior to beginning work.

Utilities Includes survey services for elevations and grades to match plans.

Summary of Construction Costs

Total Construction \$197,255

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above. Excludes temporary construction drive to US 136, Excludes electrical and parking lot light poles and fixtures, Rigdon and subs are not responsible for standing, ponding, or puddling of water as a result of improperly engineered grades. All pricing is subject to materials increase based on world market oil and energy pricing. Price does not include landscaping or plantings. Price does not include construction

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

TOWN OF DANVILLE

REQUEST TO SPEND FUNDS

Requesting Department: UTILITIES DIRECTOR

Amount Requested: \$40,013.00

Fund/Appropriation Requested to Expend From: 2401-5-500-43112/ARPA

Explanation for Requested Funds
Town Hall Painting

IMPORTANT:
All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Budget Review
Recommendation: Town Manager & Clerk-Treasurer Approve, Disapprove, Further Review Comments:

Carrie E Lofton
Mark R. May

COUNCIL NOTES:

Requested by: Barry Lofton

Date: 12/18/2024

Total cost: 321,475⁰⁰

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the second floor hallway painting project. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Painting Prep walls and prime the light colored tied before the finish is applied. Paint 2 tone on walls. Top will be light gray and bottom dark gray. Includes gym wall, portion of ceiling and sprinkler line. The maroon colored tile, trim and doors will remain and are not included in the scope. Subs that provided competitive pricing included Flora Brother Painting (\$6,954.04) and Elite Pro Painting (\$7,000). Elite Pro Painting proposal is included in pricing as this is preferred to not separate the painting projects and Elite Pro Paintings overall price is lower.

Summary of Construction Costs

**Total Construction
including Rigdon
Construction
Management \$8,400**

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the main floor hallway painting project. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Painting Prep walls and prime the light colored tied before the finish is applied. Paint 2 tone on walls. Top will be light gray and bottom dark gray. Columns and bulk heads in the entry and hallway will be painted one color. Town of Danville brick entry sign stays as is. The maroon colored tile, trim and doors will remain and are not included in the scope. Subs that provided competitive pricing included Flora Brother Painting (\$9,898.05) and Elite Pro Painting (\$7,425). Elite Pro Painting proposal is included in pricing as they provided lower pricing to complete the scope of work for the project.

Summary of Construction Costs

**Total Construction
including Rigdon
Construction
Management \$8,925**

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the stairwell painting project. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Painting Scope to include the west staircase spindles to be painted and walls painted 2 tone to match hallway. Hargrove or Southeast staircase paint spindles and paint over existing wall covering with 1 color. Includes entry area of Hargrove. North Staircase (Police Training Room) paint stair risers, paint walls 2 tone and spindles. Wall repairs to North staircase is not included. Subs the provided competitive pricing included Flora Brother Painting (\$24,029.62) and Elite Pro Painting (\$9,614). Elite Pro Painting proposal is included in pricing as they provided lower pricing to complete the scope of work for the project.

Summary of Construction Costs

**Total Construction
including Rigdon
Construction
Management \$15,150**

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

Rose Painting Inc.



7661 South County Road 0 ~ Clayton, IN 46113
 Office Phones (317) 339-5110 ~ Tim's Cell (317) 813-1792
 Fax (317) 339-4243 ~ office@rose-painting.com

1155

PROPOSAL

DATE: 12/6/2024

COMPANY: Town of Danville

ATTENTION: Berry Lofton

JOB: Town Building Interior Paint Quote Danville, IN

JOB DESCRIPTION	AMOUNT
we will furnish LABOR & MAT. TO PAINT AREAS SHOWN TO US BY BERRY & REMOVE VWC IN STAIRWAY AREAS & PAINT THROUGHOUT	
Stairway AREAS: TOTAL OF 3 WEST Stair & Southeast Stairway & Northwest Stairway. Removal of vwc & prep walls for paint, paint walls & stair metal & Headers & Glaze tile & Block & Ceilings (NO Hollow Metal Door frames) →	\$ 21,532
Main: 1st floor Corridor Glaze tile & Block ON walls & Drywall walls & bulkheads (NO HM frames) →	\$ 9,530
2nd floor: Corridor: Glaze tile & Block & Drywall walls & Sprinkler Line →	\$ 8,950
* we will use Sherwin Williams Products	
TOTAL:	\$ 40,012

ACCEPTANCE OF PROPOSAL: The above pricing, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be due upon receipt of Invoice.

Date of Acceptance: _____

Signature: _____

TOWN OF DANVILLE

REQUEST TO SPEND FUNDS

Requesting Department: UTILITIES DIRECTOR

Amount Requested: \$71,377.39

Fund/Appropriation Requested to Expend From: 2401-5-500-43112/ARPA

Explanation for Requested Funds
Town Hall Flooring

IMPORTANT:
All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Budget Review
Recommendation: Town Manager & Clerk-Treasurer Approve, Disapprove, Further Review Comments:

Carrie E Lofton
Mark R. Morgan

COUNCIL NOTES:

Requested by: Barry Lofton

Date: 12/18/2024

R+R

\$71,377.39

Materials Bid	Labor Bid
------------------	--------------

Main Floor Hallway	\$14,845.35	\$3,820.00	\$18,665.35
Police Basement - Rubber	\$5,714.30	\$1,647.00	\$7,361.30
Police Basement - CPT	\$10,116.15	\$2,790.00	\$12,906.15
NE Stairwell	\$2,659.21	\$3,432.50	\$6,091.71
2nd Floor Main Hallway	\$17,058.66	\$4,360.00	\$21,418.66
West Stairwell	\$2,059.22	\$2,875.00	\$4,934.22

Estimate

Name / Address

Town of Danville
C/O Barry Lofton
49 N Wayne St
Danville, IN 46122



407 North County Rd. 200 East
Danville, IN 46122

Office 317-745-5794
Fax 317-718-5050
Store Hours:
Mon / Wed / Fri -- 9 AM to 5 PM
Tue / Thur - 9 AM to 6 PM
Saturday 10 AM to 2 PM

Estimate #

19503

Date

12/4/2024

Terms	Rep
Net 15	JF

Item	Description	Qty	U/M	Cost	Total
MTE	Basement (Police Training Area) S8,146.66 - Rubber Flooring Area	688.5		7.99	5,501.12
MTE	Amarco - Protect-All 1/4" Interlocking Tile 18" x 18" (C) Graphite Ultra - 306 Tiles	2		24.24	48.48
	Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product.				
	10 Lb Bag	2		11.85	23.70
MTE	Parabond Fusion Series "X" -- 30 oz. tube cover 60 LF.	1		36.00	36.00
MTE	Roppe # 174 Glue Down 12 Ft. -- Reducer	20		5.25	105.00
MTE	Black 4" - 1/8" Thickness Cove Base 4Ft. Length Pieces	1		1,647.00	1,647.00
Labor	R&R Products -- Job Scope				
	Rubber Flooring Installation -- Basement (Police) - Training Room				
	0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring.				
	o WPF *** Install interlocking rubber tiles. (See Layout for details.)				
	o Vinyl Transitions *** Install transitions as needed. (See estimator's drawing. as needed.				
	o Install new covebase - 4Ft. Section				
MTE	Police Basement Carpet Tiles Including Basement Entry	1,944		4.71	9,156.24
MTE	JJ Flooring Z Factor (S) 1884 © 2861 Statistic (Blue & Grey) - 27 Cartons	4		178.59	714.36
MTE	Kinetex Adhesive	3		11.85	35.55
MTE	Parabond Fusion Series "X" -- 30 oz. tube cover 60 LF.	40		5.25	210.00
MTE	Black 4" - 1/8" Thickness Cove Base 4Ft. Length Pieces	1		2,790.00	2,790.00
Labor	Carpet Tile Installation -- Police Basement Including the Basement Entry				
	0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring.				
	o CPT *** Install carpet tile flooring. (See Layout for details.)				
	o Vinyl Transitions *** Install transitions as needed. (See estimator's drawing. as needed.				
	o Install new covebase - 4Ft. Section				
MTE	2nd Floor Main Hallway	3,384		4.71	15,938.64
MTE	JJ Flooring Z Factor (S) 1884 © 2869 Effect - 47 Cartons	6		178.59	1,071.54
	Kinetex Adhesive				

Signature: _____ Date: _____

Total

Estimate

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Estimate #

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Date

12/4/2024

Terms	Rep
Net 15	JF

Item	Description	Qty	U/M	Cost	Total
MTE	Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product. 10 Lb Bag	2		24.24	48.48
Labor	Carpet Tile Installation -- 2ndFloor Hallway 0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring. o CPT *** Install carpet tile flooring. (See Layout for details.)	1		4,360.00	4,360.00
MTE	NE Stairwell Basement to Main Level JJ Flooring Z Factor (S) 1884 © 2861 Statistic (Blue & Grey) - 27 Cartons	360		4.71	1,695.60
MTE	Kinetex Adhesive	1		178.59	178.59
MTE	4 Ft. x 8 Ft. // Plytanium 11/32 (.328-in. x 3.98 Ft. x 7.98 Ft.) Cat PS1-09 Square Structural Pine Sanded Plywood	3		41.53	124.59
MTE	Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product. 10 Lb Bag	2		24.24	48.48
MTE	Roppe # 206 Glue Down 12 Ft. -- Stairmosing	7		59.89	419.23
MTE	Excelsior EN-610 Epoxy Nose Filler two-component wet-set epoxy. Designed for use as nose filler for indoor installations of resilient stair treads.	3		64.24	192.72
Labor	Carpet Tile Installation -- NE Stairwell Basement to Main Level 0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring. o Install 4 x 8 Sheets of Underlayment: Needed to build up the steps to meet dimensional concerns with riser fillet. o CPT *** Install carpet tile flooring. (See Layout for details.) o Install Build Up / CPT & transitions on Steps. See Layouts for details.	1		3,432.50	3,432.50
MTE	Main Level Hallway JJ Flooring Z Factor (S) 1884 © 2869 Effect (Red & Grey) - 41 Cartons	2,952		4.71	13,903.92
MTE	Kinetex Adhesive	5		178.59	892.95
MTE	Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product. 10 Lb Bag	2		24.24	48.48

Signature: _____ Date: _____

Total

Estimate

Name / Address

Town of Danville
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Saturday 10 AM to 2 PM

Estimate #

19503

Date

12/4/2024

Terms	Rep
Net 15	JF

Item	Description	Qty	U/M	Cost	Total
Labor	R&R Products -- Job Scope Carpet Tile Installation -- Main Floor Hallway 0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring. o CPT *** Install carpet tile flooring. (See Layout for details.)	1		3,820.00	3,820.00
MTE	West Stairwell JJ Flooring Z Factor (S) 1884 © 2869 Effect (Red & Grey) - 3 Cartons	216		4.71	1,017.36
MTE	Kinetex Adhesive	1		178.59	178.59
MTE	Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product. 10 Lb Bag	2		24.24	48.48
MTE	4 Ft. x 8 Ft. // Plytanium 1 1/32 (.328-in. x 3.98 Ft. x 7.98 Ft.) Cat PS1-09 Square Structural Pine Sanded Plywood	2		41.53	83.06
MTE	Roppe # 206 Glue Down 12 Ft. -- Stairmosing	9		59.89	539.01
MTE	Excelsior EN-610 Epoxy Nose Filler two-component wet-set epoxy. Designed for use as nose filler for indoor installations of resilient stair treads.	3		64.24	192.72
Labor	Carpet Tile Installation -- West Stairwell 2nd Floor to Main Level 0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring. o Install 4 x 8 Sheets of Underlayment: Needed to build up the steps to meet dimensional concerns with riser fillet. o CPT *** Install carpet tile flooring. (See Layout for details.) o Install Build Up / CPT & transitions on Steps. See Layouts for details.	1		2,875.00	2,875.00
	Sales Tax			7.00%	0.00

We are required by Indiana law to notify you that R&R Products, Inc. will furnish labor and materials to real estate identified above and to advise you a mechanic's lien may be filed if bills are not promptly paid. Please be advised this is a separate contract. R&R Products, Inc. may invoice your contractor as a convenience, but you (THE PURCHASER) remain personally liable for materials and labor as specified in this agreement. R&R Products, Inc. will not provide goods nor services unless you accept personal liability for payment. By signing this contract, you also agree to pay all attorney fees incurred by R&R Products, Inc. to collect this amount in addition an 18% annual interest rate will be applied to the unpaid balance. Each product is warranted through the individual manufacturer. All claims shall be processed in a manner specific to that manufacturer. All Cancelled Orders Are Subject To A Re-Stocking Fee.

Signature: _____ Date: _____

Total \$71,377.39

Bill To:

Town of Danville
 C/O Barry Lofton
 49 N Wayne St
 Danville, IN 46122



407 North County Rd. 200 East
 Danville, IN 46122
 Office 317-745-5794
 Fax 317-718-5050
 Store Hours:
 Tue & Thur 9A to 7P
 Mon / Wed / Fri / Sat - 9A to 5P

Estimate

Estimate #
 19503

Estimate Date
 12/4/2024

P.O. No.	Terms	Rep
	Net 15	JF

Description	Total
Basement (Police Training Area) S8,146.66 - Rubber Flooring Area	5,501.12
Amarco - Protect-All 1/4" Interlocking Tile 18" x 18" (C) Graphite Ultra - 306 Tiles	48.48
Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product.	
10 Lb Bag	23.70
Parabond Fusion Series "X" -- 30 oz. tube cover 60 LF.	36.00
Roppe # 174 Glue Down 12 Ft. -- Reducer	105.00
Black 4" - 1/8" Thickness Cove Base 4Ft. Length Pieces	1,647.00
R&R Products -- Job Scope	
Rubber Flooring Installation -- Basement (Police) - Training Room	
o Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring.	
o WPF *** Install Interlocking rubber tiles. (See Layout for details.)	
o Vinyl Transitions *** Install transitions as needed. (See estimator's drawing. as needed.)	
o Install new covebase - 4Ft. Section	

Police Basement Carpet Tiles Including Basement Entry	9,156.24
JJ Flooring Z Factor (S) 1884 © 2861 Statistic (Blue & Grey) - 27 Cartons	714.36
Kinetex Adhesive	35.55
Parabond Fusion Series "X" -- 30 oz. tube cover 60 LF.	210.00
Black 4" - 1/8" Thickness Cove Base 4Ft. Length Pieces	2,790.00
Carpet Tile Installation -- Police Basement Including the Basement Entry	
o Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring.	
o CPT *** Install carpet tile flooring. (See Layout for details.)	
o Vinyl Transitions *** Install transitions as needed. (See estimator's drawing. as needed.)	
o Install new covebase - 4Ft. Section	

2nd Floor Main Hallway	15,938.64
JJ Flooring Z Factor (S) 1884 © 2869 Effect - 47 Cartons	1,071.54
Kinetex Adhesive	48.48
Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product.	
10 Lb Bag	

Subtotal
Sales Tax (7.0%)
Total

All Cancelled Orders Are Subject To A Re-Stocking Fee.

Signature: _____ Date: _____ Page 1

Bill To:

Town of Danville
 C/O Barry Lofton
 49 N Wayne St
 Danville, TN 46122



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 Office 317-745-5794
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Estimate

Estimate #
 19503

Estimate Date
 12/4/2024

P.O. No.	Terms	Rep
	Net 15	JF

Description	Total
Carpet Tile Installation -- 2ndFloor Hallway 0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring. o CPT *** Install carpet tile flooring. (See Layout for details.)	4,360.00
NE Stairwell Basement to Main Level JJ Flooring Z Factor (S) 1884 © 2861 Statistic (Blue & Grey) - 27 Cartons Kinetex Adhesive 4 Ft. x 8 Ft. // Plytanium 11/32 (.328-in. x 3.98 Ft. x 7.98 Ft.) Cat PS1-09 Square Structural Pine Sanded Plywood Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product. 10 Lb Bag Roppe # 206 Glue Down 12 Ft. -- Stairmosing Excelsior EN-610 Epoxy Nose Filler two-component wet-set epoxy. Designed for use as nose filler for indoor installations of resilient stair treads.	1,695.60
Carpet Tile Installation -- NE Stairwell Basement to Main Level 0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring. o Install 4 x 8 Sheets of Underlayment: Needed to build up the steps to meet dimensional concerns with riser fillet. o CPT *** Install carpet tile flooring. (See Layout for details.) o Install Build Up / CPT & transitions on Steps. See Layouts for details.	3,432.50
Main Level Hallway JJ Flooring Z Factor (S) 1884 © 2869 Effect (Red & Grey) - 41 Cartons Kinetex Adhesive Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product. 10 Lb Bag R&R Products -- Job Scope	13,903.92
Carpet Tile Installation -- Main Floor Hallway 0 Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring. o CPT *** Install carpet tile flooring. (See Layout for details.)	892.95
West Stairwell JJ Flooring Z Factor (S) 1884 © 2869 Effect (Red & Grey) - 3 Cartons Kinetex Adhesive	48.48
	3,820.00
	1,017.36
	178.59

Subtotal
Sales Tax (7.0%)
Total

All Cancelled Orders Are Subject To A Re-Stocking Fee.

Signature: _____ Date: _____ Page 2

Bill To:

Town of Danville
C/O Barry Lofton
49 N Wayne St
Danville, IN 46122



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Office 317-745-5794
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Store Hours:
Tue & Thur 9A to 7P
Mon / Wed / Fri / Sat - 9A to

Estimate

Estimate #

19503

Estimate Date

12/4/2024

P.O. No.	Terms	Rep
	Net 15	JF

Description	Total
Schonox SL floor filler is used to fill voids in subfloors prior to installation of the flooring product.	48.48
10 Lb Bag	83.06
4 Ft. x 8 Ft. // Plytanium 11/32 (.328-in. x 3.98 Ft. x 7.98 Ft.) Cat PS1-09 Square Structural Pine Sanded Plywood	539.01
Roppe # 206 Glue Down 12 Ft. -- Stairmosing	192.72
Excelsior EN-610 Epoxy Nose Filler two-component wet-set epoxy. Designed for use as nose filler for indoor installations of resilient stair treads.	2,875.00
Carpet Tile Installation -- West Stairwell 2nd Floor to Main Level	
o Floor Prep. *** Apply floor levelers and or sand sub-floor. Blend sufficiently to lay the water proof flooring.	
o Install 4 x 8 Sheets of Underlayment: Needed to build up the steps to meet dimensional concerns with riser fillet.	
o CPT *** Install carpet tile flooring. (See Layout for details.)	
o Install Build Up / CPT & transitions on Steps. See Layouts for details.	

We are required by Indiana law to notify you that R&R Products, Inc. will furnish labor and materials to real estate identified above and to advise you a mechanic's lien may be filed if bills are not promptly paid. Please be advised this is a separate contract. R&R Products, Inc. may invoice your contractor as a convenience, but you (THE PURCHASER) remain personally liable for materials and labor as specified in this agreement. R&R Products, Inc. will not provide goods nor services unless you accept personal liability for payment. By signing this contract, you also agree to pay all attorney fees incurred by R&R Products, Inc. to collect this amount in addition an 18% annual interest rate will be applied to the unpaid balance. Each product is warranted through the individual manufacturer. All claims will be processed in the manner specific to that manufacturer. R&R Products does not have the authority to return any product to the manufacturer without proper approval.

Subtotal	\$71,377.39
Sales Tax (7.0%)	\$0.00
Total	\$71,377.39

All Cancelled Orders Are Subject To A Re-Stocking Fee.

Signature: _____ Date: _____ Page 3

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Total cost
\$ 79,025⁰⁰

Rigdon Construction is pleased to provide the following proposal for the main floor hallway flooring project. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Flooring Provide and install J & J Kinetics floor carpet tiles in corridor. No cove base included carpet to be cut to the walls. Subs that provided competitive pricing included Jack Laurie Flooring (\$15,745) and Marion Adams Flooring(\$34,785). American Flooring elected to not submit a quote. Jack Laurie's proposal is included in Rigdon Constructions pricing as they are the lower cost while completing the scope of work.

Summary of Construction Costs

**Total Construction
including Rigdon
Construction
Management \$18,900**

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above. Demo and disposal of existing flooring is completed by owner.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the second floor hallway flooring project. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Flooring Provide and install J & J Kinetics floor carpet tiles in corridor. No cove base included carpet to be cut to the walls. Subs that provided competitive pricing included Jack Laurie Flooring (\$17,600) and Marion Adams Flooring (\$27,360). American Flooring elected to not submit a quote. Jack Laurie's proposal is included in Rigdon Constructions pricing as they are the lower cost while completing the scope of work.

Summary of Construction Costs

**Total Construction
Including Rigdon
Construction
Management \$21,150**

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above. Demo and disposal of existing flooring is completed by owner.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the East Stairwell flooring project. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Flooring Demo existing vinyl treads and risers by owner, clean and scrape treads, provide and install new rubber treads with raised round color, charcoal grey, riser to be a maroon color. Subs that provided competitive pricing included Jack Laurie Flooring (\$6,375) and Marion Adams Flooring (\$4,800). American Flooring elected not to submit a quote. Jack Laurie's proposal is included in Rigdon Constructions pricing as Marion Adams has elected only to complete the scope if they receive all projects.

Summary of Construction Costs

**Total Construction
including Rigdon
Construction
Management \$7,650**

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above. Demo and disposal of existing flooring is completed by owner.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the North Stairwell flooring project. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Flooring Demo existing vinyl treads and risers by owner, clean and scrape treads, provide and install new rubber treads with raised round color, charcoal grey, riser to be a maroon color. Subs that provided competitive pricing included Jack Laurie Flooring (\$13,465) and Marion Adams Flooring (\$5,800). American Flooring elected not to submit a quote. Jack Laurie's proposal is included in Rigdon Constructions pricing as Marion Adams has elected only to complete scop if they receive all projects.

Summary of Construction Costs

**Total Construction
including Rigdon
Construction
Management \$16,175**

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above. Demo and disposal of existing flooring is completed by owner.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the West Stairwell flooring project. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Flooring Demo existing vinyl treads and risers by owner, clean and scrape treads, provide and install new rubber treads with raised round color, charcoal grey, riser to be a maroon color. Subs that provided competitive pricing included Jack Laurie Flooring(\$12,605) and Marion Adams Flooring (\$5,400). American Flooring elected not to submit a quote. Jack Laurie's proposal is included in Rigdon Constructions pricing as Marion Adams has elected only to complete the scope if they receive all projects.

Summary of Construction Costs

**Total Construction
including Rigdon
Construction
Management \$15,150**

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above. Demo and disposal of existing flooring is completed by owner.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

TOWN OF DANVILLE

REQUEST TO SPEND FUNDS

Requesting Department:

UTILITIES DIRECTOR

Amount Requested:

\$19,600.00

Fund/Appropriation Requested
to Expend From:

2401-5-500-43112/ARPA

Explanation for Requested Funds

Police Department Training Room Conversion

IMPORTANT:

All requests must be submitted to the Town Manager and Clerk-Treasurer at least 7 days prior to the next Council meeting to be included on the agenda for Council consideration.

Budget Review
Recommendation: Town
Manager & Clerk-
Treasurer Approve,
Disapprove, Further
Review Comments:

Carrie E. Lofton

Mark R. Morgan

COUNCIL NOTES:

Requested by:

Barry Lofton

Date:

12/18/2024

PROPOSAL SUBMITTED TO:

NAME: Town of Danville
ADDRESS: c/o Barry Cotton
PHONE NO.:

WORK TO BE PERFORMED AT:

ADDRESS: 49 N. Wayne St.
Danville, TN 37612
DATE OF PLANS:
ARCHITECT:

PROPOSAL NO.:
SHEET NO.:
DATE: November 17, 2024

We hereby propose to furnish the materials and perform the labor necessary for the completion of Training Room (basement)

Cost of walls

- metal stud framing
- drywall & paint
- Rockwool insulation
- rubber base
- 2 doors (Barry has supplier, priced @ \$1500 each)
- electrical outlets in new wall, switches to control existing lights

Build 6" x 12" wall to hold plumbing
↳ move sink, cabinets, counter top

Add 12' Formica top w/ support brackets, for workspace
↳ no electrical needed

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$19,600 Dollars (\$ 19,600) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted CR Wall
Per 1st Place Construction, LLC
Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date _____ Signature _____
Signature _____

RIGDON CONSTRUCTION

November 21, 2024

Town Of Danville
49 N Wayne St
Danville, IN 46122

Rigdon Construction is pleased to provide the following proposal for the Lower Level/ Basement Training Room Remodel. Pricing, scope of work, and clarifications have been listed below.

Construction Services

General Conditions Includes: safety items, first aid equipment, and management personnel.

Flooring Provide and install Kenetex floor tiles in the new training room and new breakroom with brick pattern offset. Provide and install rubber locking flooring in new hallway leading to breakroom. Provide and install vinyl cove base along all walls. Subs the provided competitive pricing included Jack Laurie Flooring (\$20,405). American Flooring elected not to submit a quote. Marion Adams did not include pricing for rubber tile flooring. Jacks Laurie's proposal is included in pricing as Marion Adams did not include pricing for rubber tile flooring.

*
Removal
in General
Flooring
Quote

Painting Paint and prime new inside wall of training room to match existing 2 tone wall. Paint and prime new outside hallway wall to breakroom to match existing 2 tone wall. Paint and prime new plumbing chase along hallway wall to breakroom 1 color to match existing wall. Subs the provided competitive pricing included Flora Brother Painting (\$1,723.67) and Elite Pro Painting(\$3,200). Elite Pro Painting proposal is included in pricing as it is preferred to only use 1 painter for the projects and Elite Pro Paintings overall price is lower.

Framing/Drywall Frame new wall approximate 97 linear feet with metal studs to create a hallway to break room and separate new training room. Wall will be anchored to floor and go to the existing ceiling. Construction includes rough in for 2 36" doors. Provide and install and finish 5/8" drywall on both sides of new wall. Doors, jams, trim and hardware are provided by owner. Includes framing and finishing new 12' chase 6" deep to relocate cabinets and counter. Subs the provided competitive pricing included Spectrum Contractors and Rigdon Construction self performing. Rigdon Construction self performing proposal is included in pricing as we would not sub out this trade.

Summary of Construction Costs

Total Construction \$53,500

Exclusions and Clarifications

Excludes builder's risk insurance, performance or payment bond, permits, and any scope of work not identified above.

Proposal is based upon normal weekday working hours.

Terms and Conditions

The pricing within this proposal are valid for (30) calendar days. Any changes to the scope of work, or schedule, shall be made in writing and agreed upon by both parties before Work begins. The Contractor shall submit invoices to the Owner on a monthly basis, or upon project completion, whichever is sooner. Payment shall be due within (30) days of receipt of invoice. Payments due and unpaid shall bear interest from the date payment is due at a 5% rate, compounded monthly until paid.

Acceptance of Proposal

Name

Signature

Company Name

Date

Danville Town Hall 2nd floor

CODE SUMMARY

1. OCCUPANCY CLASSIFICATION:

- Conference
- Police
- Gymnasium
- Town Hall
- Danville Community Schools

2. CONSTRUCTION TYPE: 3-B

3. BUILDING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM THROUGHOUT

LEGEND

- ONE HOUR FIRE RESISTIVE CONSTRUCTION
- - - TWO HOUR FIRE RESISTIVE CONSTRUCTION
- ← MEANS OF EGRESS

Blue - floorway
 Painting to be confirmed



GROSS AREA SUMMARY:

GYMNASIUM BALCONY	415 SF
SECOND FLOOR CONNECTOR	12,788 SF
SECOND FLOOR WALKWAY/HALL	7,085 SF
BUILDING SECOND FLOOR TOTAL	10,313 SF

Overall Second Floor & Life Safety Plan
 01/21/07



Perkins VonDaylen Architects
 410 South College Ave. 10th Fl.
 Raleigh, NC 27601-1508
 Tel: 919.833.7500 Fax: 919.833.7501
 www.pva.com



DRAWN BY: [Signature]
 REVISIONS: [Signature]

Danville Town Hall
 Middle School Conversion
 14 NORTH MAIN STREET
 DANVILLE, NORTH CAROLINA 27033

A102
 DATE: 06/15/07

**GUARANTEED SAVINGS
CONTRACT**

THIS GUARANTEED SAVINGS CONTRACT (herein sometimes "Agreement" and sometimes "Contract"), made this day 18th of December, 2024, by and between **Town of Danville**, Indiana, a municipal Corporation (hereinafter called the "Owner") and Bowen Engineering Corporation, an Indiana corporation, acting as contractor and qualified provider (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Contractor has submitted to Owner a proposal (the "Proposal") for the installation of Improvements to the Town Water System or conservation measures at facilities owned by Owner and located in Hendricks County, Indiana (herein the "Facilities"), the specific details of such Proposal are outlined in the Exhibits attached to this Agreement; and

WHEREAS, Owner has accepted the terms of the Proposal, and the Owner and Contractor desire to enter into this Agreement in order to memorialize their respective agreements and undertakings with respect to the Project (as defined hereinafter).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Integration; Conflict; Agreement Conditional.

The parties hereby incorporate by reference the same as if fully set forth herein, the following documents and instruments, all of which together are herein referred to as the "Contract Documents":

- 2007 Version of EJCDC C-700 Standard General Conditions of the Construction Contract (the "General Conditions");
- Specifications, Drawings and Project Manual (the foregoing, collectively, the "Specifications and Drawings");
- Exhibit A Scope of Work;
- Exhibit B Proposal & Open Book Structure;
- Exhibit B-1 Contractor's Open Book Pricing Model & Proposal
- Exhibit C Performance Guarantee;
- Exhibit D Support Services; and
- Exhibit E Project Completion Schedule

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement and signed by an authorized representative of each of the Owner and Contractor.

In the event there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall be controlling with respect to the subject matter hereof.

2. Scope of Project.

For purposes hereof, the term "Project" shall mean and include the installation of the conservation measures and related upgrades ("CM's" or "Conservation Measures") at the Owner's Facilities as **described in Exhibit A.**

The Contractor represents (i) that the Project constitutes the installation of "conservation measures" as defined in I.C. 36-1-12.5-1 *et seq.* (herein the "Act"), and (ii) that this Agreement is a "guaranteed savings contract" as defined in the Act. The Contractor further represents that it is a "qualified provider" of "conservation measures", as defined in the Act. The Contractor also represents that it has issued the report containing all data and information required by I.C. 36-1-12.5-6.

The Contractor further represents that the Project will result in savings in the total amount of \$0 and operational savings in the total amount of **\$1,764,982** during the twenty (20) year period following completion of the Project. The Contractor represents that such total savings in the amount of **\$1,764,982** (herein the "Total Guaranteed Savings") exceeds the Owner's total cost of the Project. The Contractor hereby guarantees that it will reimburse the Owner for the difference between the Total Guaranteed Savings and the actual savings realized by virtue of the installation of the Conservation Measures. The Total Guaranteed Savings are identified on Tables 1 through 3 attached to this Agreement and Savings Calculation documents, also attached to this Agreement (all of the foregoing, collectively, the "Savings Documents"). The Savings Documents are hereby incorporated into and made a part of this Agreement by this reference. The parties stipulate and agree that the Total Guaranteed Savings shall be considered fully satisfied upon the substantial completion of the Project. The Total Guaranteed Savings will be realized over a period of twenty (20) years following final installation of the Project, which term of years the Contractor represents is less than the average life of the Conservation Measures. The term of this Agreement shall extend for twenty (20) years effective with the Owner's acceptance of all Conservation Measures.

3. General Obligations and Rights of Contractor.

Unless otherwise expressly provided herein or directed in writing by Owner, Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, efficiently, in a good and workmanlike manner, and in compliance with all laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits, fees, and licenses, which may be required in connection with the Project.

Contractor shall preserve and maintain, to the greatest extent possible and consistent with good engineering and design, the natural terrain and existing trees on the real estate, and shall remove only those trees necessary for the location of the Project and approved by Owner for removal.

Contractor shall commence the work immediately in accordance with the Contract Documents and shall diligently prosecute and complete the Project without interruption in accordance with the Project Completion Schedule attached hereto as **Exhibit E**, subject only to work stoppages or delays due to acts of God and other causes beyond control of Contractor and not the fault of Contractor. Time is of the essence of this Contract.

To the extent that Contractor has received all payments due from Owner, Contractor shall not permit any liens for labor, materials or equipment performed or furnished in connection with the Project to be filed against the Facilities or any real estate of Owner by any person, firm or corporation and Contractor shall indemnify, defend and hold Owner and the real estate harmless from and against any and all such other liens, claims, suits, liability or expense (including, without limitation, attorney's fees) resulting therefrom. Contractor further agrees that upon the completion of the performance of this Contract and receipt of payment from the Owner, the Facilities and all real estate of Owner shall be free and clear of any mechanic's and materialmen's liens, not only of the Contractor but also of any and all permitted subcontractors, suppliers, materialmen, laborers or permitted sub-subcontractors, who may furnish any labor, material, services, fixtures, apparatus, machinery, equipment, improvements, repairs or alterations in connection with, or to, the Facilities, in connection with the Project referred to in this Contract.

3.1. Contractor's Representations.

A. Correction of Work. Consistent with Article 13.07 of the General Conditions, if within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Project, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective work. Contractor's warranty, correction of work and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, or its subcontractors, suppliers, or any other individual or entity for whom Contractor is responsible;
2. Design errors or omissions in Contract Documents prepared by parties other than the Contractor or those for whom the Contractor is responsible; or
3. Normal wear and tear under normal usage.

B. Pursuant to Indiana Code 5-22-16.5, Contractor hereby certifies that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

C. E-Verify. Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, Contractor shall provide the Owner with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any

work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Contractor or any subcontractor violate the Indiana E-Verify law, the Owner may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

D. Debarment and Suspension.

1. The Contractor 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 of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

2. The Contractor 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 use of a suspended or debarred subcontractor. The Contractor shall immediately notify the Owner if any subcontractor becomes debarred or suspended, and shall, at the Owner's request, take all steps required by the Owner to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

3.2. Approvals.

Upon completion of the Project, the Contractor shall obtain approval of the installation of the Conservation Measures constituting the Project from the Indiana Department of Health, the Office of the State Fire Marshal, the Office of the State Building Commissioner, and any other State agency designated by the Act or any other State statute or regulation. The installation of the Conservation Measures constituted in the Project also shall be approved by an architect or engineer licensed under I.C. 25-4 or I.C. 25-31, such approval to be obtained at the expense of the Contractor. The receipt of all such approvals (together collectively, the "Approvals") shall constitute a condition precedent to the Contractor's entitlement to receive the final payment.

3.3. Indemnification.

Contractor shall indemnify and hold harmless the Owner, its agents, employees and representatives, and their respective successors and assigns, and any assignee of the Contractor (all of the foregoing, collectively, the "Owner Indemnified Parties") against all liability and loss as a result of negligence or misconduct in connection with the Project by Contractor, its permitted subcontractors, or the agents, employees, or representatives of Contractor or its permitted subcontractor(s), including any injury or death sustained by or any damage to the property of any person; provided however, that Contractor shall not be responsible for any injury or death, damage,

or loss, including reasonable attorneys' fees and costs or other disbursements, to the extent caused by the negligence of any Owner Indemnified Parties, nor shall Contractor be held responsible to the extent of any concurrent or contributory negligence of any Owner Indemnified Parties or non-party.

Owner shall indemnify, defend and hold harmless Contractor, and the officers, shareholders, directors, and employees of the Contractor (herein the "Contractor Indemnified Parties") against all liability and loss as a result of the negligence or misconduct in connection with the Project by Owner and agents, employees or representatives of Owner, including any injury (including death) sustained by or any damage to the property of, any person; provided, however, that Owner shall not be responsible for any injury (including death), damage or loss (including reasonable attorney's fees and disbursements) to the extent caused by the negligence of any Contractor Indemnified Parties, nor shall Owner be held responsible to the extent of any concurrent or contributory negligence of any Contractor Indemnified Parties or Non-Party.

Owner's obligation to indemnify hereunder shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of the Owner as an instrumentality of the State of Indiana or otherwise (e.g., actions and conditions as to which the City is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant), so that the Owner's liability to indemnify, defend, and hold harmless hereunder shall not in any case exceed what might have been its liability to a claimant had the Owner been sued directly by the claimant in Indiana and all appropriate defenses had been raised by the Owner, and provided further, in no event shall the Owner's obligation to indemnify hereunder exceed the value of the consideration paid by the Owner under this Agreement.

3.4. Bonds.

If required by the Owner and before commencing the performance of this Agreement, the Contractor shall execute for the benefit of Owner, a good and sufficient Performance Bond and Payment Bond, in form acceptable to Owner and consistent with Article 5 of the General Conditions. Each bond shall be in an amount equal to the total GMP (as defined below in Section 5 of this Agreement), and the provisions of I.C. 36-1-12-13.1 and I.C. 36-1-12-14, if applicable to this Project, shall become a part of the terms of such bonds.

Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Contractor's guaranty obligations set forth in Exhibit C Performance Guarantee, or any related provisions.

3.5. Limitation of Liability.

Except for insured claims arising or resulting from bodily injury, death or damage to real or personal property, the total liability of Contractor or Owner party to the other on all claims, whether in contract, warranty, tort, strict liability, or otherwise, arising out of the performance of this Agreement, shall not exceed the Contract Price. EXCEPT FOR THE WILLFUL MISCONDUCT OR RECKLESSNESS OF A PARTY, OR FOR ANY LOSSES COVERED

UNDER AN INSURED CLAIM FOR BODILY INJURY, DEATH OR DAMAGE TO REAL OR PERSONAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES.

3.6. Insurance.

3.6.1. Obtaining Proper Insurance.

Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.6 and consistent with Article 5 of the General Conditions; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that (a) Owner is an additional named insured, and (b) such insurance coverage is in effect and will not be canceled or materially altered without thirty (30) calendar days prior written notice to Owner. All insurance provided by Contractor hereunder shall provide for a waiver of subrogation against Owner. In the event that permitted subcontractors are not covered by the Contractor's policies of insurance, each permitted subcontractor shall secure policies of insurance, which meet the requirements of this Section 3.6.

3.6.2. Amount of Insurance.

Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project. Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Contractor insurance shall be written on a "primary and non-contributory" basis.

a. Worker's Compensation, Employer's Liability, and Occupational Disease Insurance.

Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent provided by the Worker's Compensation Act and the Occupational Disease Act of the State of Indiana, on all of Contractor's employees engaged in the Project and shall include a Waiver of Subrogation endorsement in favor of the Owner;

b. General Liability.

Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations (for at least two (2) years following completion) coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

c. Automobile Liability.

Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

d. Excess Liability

Excess or umbrella liability insurance with limits of not less than Ten Million Dollars (\$10,000,000.00) per project or location aggregate (these limits apply in excess of each of the above-mentioned policies).

3.6.3 Builder's Risk Insurance.

Contractor shall provide Builder's Risk Insurance for the benefit of Owner, Contractor, Engineer, Engineer's Subconsultants, any and all of the permitted subcontractors as their interest may appear, and for the benefit of all parties furnishing financing to the Owner for construction to be done hereunder, all of the same to be named insureds on the said Builder's Risk policy. The perils covered shall include fire and extended coverage, plus other perils (including theft, vandalism and malicious mischief) which extend coverages to the broadest form of "all risk" coverage. This "all risk" coverage shall be in the amount of 100% of the completed insurable value of the Project. Proceeds of such Builder's Risk Insurance shall be payable to Contractor, as trustee for all interested parties, and Contractor shall adjust all losses and claims with the insurer, subject, however, to the rights of any mortgagee. Such coverage shall insure items of labor and materials connected with the Project, whether in or adjacent to the Facilities insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, stagings, towers, forms and equipment as are not owned or rented by Contractor, the cost of which is included in the cost of the work.

4. Building Insurance.

The Owner's fire and extended coverage insurance now in effect on the Facilities will cover the Owner's interest or equity in the Project; however, it will not cover the equity or interest of the Contractor nor of its materials and/or equipment at the Facilities. The coverage of the Contractor's equity and/or interest, as above, shall be the responsibility of the Contractor.

4.1. Title.

Title to all Conservation Measures shall vest with the Owner upon substantial completion and payment to the Contractor. Such title shall continue to be subject to the provisions of this Agreement. It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance.

The Owner shall be responsible for operating, maintaining, and insuring all Conservation Measures that are installed, except as otherwise set forth in Agreement, from and after the date of substantial completion.

5. Cost and Payments.

5.1. Cost.

In consideration of Contractor's performance of the work necessary for the completion of the Project, Owner shall pay the Construction Costs, Contractors Fee, Construction Contingency and Allowances as detailed and further **described in Exhibit B and Exhibit B-1** (herein the "Contract Price). It is, however, recognized and agreed that the Contract Price is subject to the guaranteed maximum price set forth in Exhibit B-1 ("GMP"). Any cost and expense for the installation of the Project in excess of the GMP shall be and remain the sole and exclusive liability and obligation of Contractor, unless such additional cost results from the issuance of a Change Order by Owner that is approved by Contractor and signed by an authorized representative of Contractor and Owner.

By executing this Contract, Contractor represents that it has taken steps reasonably necessary to ascertain the nature and location of the Project, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Project or its costs, and has included provision for all such conditions in the GMP, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the Site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during performance of the Project. Contractor also represents that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Facilities, including all exploratory work done by Owner and made a part of this Contract, as well as from the specifications made a part of this Contract. Failure by Contractor to take the actions described and acknowledged in this paragraph will not relieve Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Project.

Prior to substantial completion, the Owner may retain 10 percent of the amount of each payment for the work completed. If the work has been 50 percent completed as determined by Engineer, and if the quality and progress of the work have been satisfactory to Owner and Engineer and in accordance with the Contract Documents, Owner, on recommendation of Engineer, may determine that as long as the quality and progress of the work remain satisfactory to them and in accordance with the Contract Documents, there will be no additional retainage; and 50 percent of cost of materials and equipment not incorporated in the work (with the balance being retainage). Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the work completed, less such amounts as Owner is entitled to withhold under this Contract and less 200 percent of Engineer's estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of substantial completion.

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's applications for payment on or about the 15th day of each month during performance of the Project. All such payments will be measured by the schedule of values.

Contractor shall include in each permitted subcontract a limitation on the markup that Subcontractors can include in approved Change Orders. The cumulative total of markup (subcontractor markup plus all lower-tier subcontractor markups) shall not exceed fifteen percent (15%) of the cost of any approved Change Order. As Contractor's markup is accounted for in the fixed fee, there will be no additional Contractor's markup for changes in scope associated with Owner approved work that expends project savings.

6. Independent Contractor.

It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be subject only to its orders and supervision, and shall be paid directly by Contractor. Neither Owner nor its agents, servants, or employees shall have the right to direct, supervise, or control the manner or method in which Contractor or its subcontractors perform the Project, except as otherwise expressly provided herein; provided, however, Owner shall have the right to inspect the Project at any time for the purpose of determining whether the Project is being carried out in conformity with the Contract Documents.

7. Document Retention.

Contractor shall retain in its records copies of all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings or things which document the Project, its design, and its construction. Contractor shall maintain substantiating records for seven (7) years after the date of final payment or for any longer period of time as may be required by law or good construction practice. Contractor shall promptly make such construction records available for inspection by Owner upon request during such retention period. Cost of Work information will be provided to the Owner upon request provided that documents related to fee and rates are not subject to audit or review by the Owner. If Contractor receives a notification of dispute or the commencement of litigation regarding the Project within this seven (7) year period, Contractor shall continue to maintain all Project records until final resolution of the dispute or litigation.

8. Termination for Failure to Perform; Rights Thereunder.

The Contractor shall use all due diligence in an effort to complete the entire work required by this Contract in accordance with the project schedule. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality, or fail to prosecute the work with promptness and diligence, the Owner may, after fourteen (14) days written notice to the Contractor and Contractor's failure to remedy the problem within that time period, provide sufficient labor or materials and to deduct the costs thereof from any money then due or thereafter to become due to the Contractor under the Contract, and the Owner shall

also be at liberty to terminate this Agreement with the Contractor for the Project and to enter upon the Project and take possession for the purpose of completing the work to be done under this Contract, to use all materials of the Contractor available for such work, and to employ any other person or persons to finish the work and to provide such additional materials therefore as may be necessary; and in case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the balance to the Owner. The expenses incurred by the Owner as herein provided, either for the furnishing of materials or for finishing the work, and any damage incurred through such fault of the Contractor shall be substantiated by the Owner for payment by the Contractor.

9. Extension of Time for Completion of Project.

Should the Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of the Owner or by any other damage or act beyond the reasonable control of Contractor or any subcontractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within five (5) business days of the occurrence of such delay. Contractor's nonperformance of its obligations under this Contract will be excused (or, if practicable, the time period within which Contractor may perform an obligation shall be extended) if and solely to the extent: (i) Contractor's failure to perform, or failure to timely perform, an obligation results from Owner's failure to perform or failure to timely perform its responsibilities, (ii) Contractor provides Owner with prompt and reasonable notice of Owner's nonperformance, and (iii) Contractor uses commercially reasonable efforts to perform its duties notwithstanding Owner's failure to perform.

10. No Acceptance of Defective Work.

No certificate given or payment made under this Contract, except the final certificate and final payment thereon, shall be conclusive evidence of the performance of this Contract either wholly or in part; provided, that no payment or certificate, including, without limitation, the final payment and certificate, shall be construed to be an acceptance of defective work, improper materials or unauthorized substitutions.

11. Contractor to Furnish Required Statements.

The Contractor shall, at no additional cost, provide all statements, affidavits, waivers, and other instruments required by state or federal law or regulation (including, without limitation, the Act) or by local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and the Contractor hereby acknowledges receipt of notice from the Owner to furnish same.

12. Nondiscrimination in Hiring Employees.

The Contractor, as required by I.C. 5-16-6-1 *et seq.* and I.C. 22-9-1-10, shall comply with the following:

A. The Contractor, any subcontractor, any supplier or any sub-supplier of a party to this Contract shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin, or ancestry. Breach of this provision may be regarded as a material breach of this Contract.

B. This Contract involves the construction, alteration, or repair of a public building or public work, therefore the Contractor further agrees:

(1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, by reason of race, religion, color, sex, national origin, or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(2) That the Contractor, a subcontractor, or any person on his or their behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin, or ancestry;

13. Miscellaneous Provisions.

13.1. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

13.2. Notices.

Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to the addressee, in the case of a Notice to be given to Contractor, or personally delivered to the addressee in the case of a Notice to be given to Owner, or (ii) upon the earlier of actual receipt or refusal of delivery when sent via traceable overnight courier (e.g., FedEx) or when sent in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner: Barry Lofton, Utilities Director
 Town of Danville
 49 North Wayne Street
 Danville, IN 46122

If to Contractor: John Dettman, Vice President
Bowen Engineering Corporation
8802 N. Meridian Street
Indianapolis, IN 46260

With Copy to: General Counsel

13.3. Assignment.

Without Owner's prior written consent, Contractor shall not, and will not, assign, transfer, pledge, hypothecate, or grant any security interest in, or otherwise dispose of, this Agreement, or any portion of this Agreement.

Contractor, without the consent of the Owner, may assign its right to receive payment hereunder in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Contractor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Agreement, or may provide that a third party trustee or agent shall act as a collection and paying agent for any Assignee, provided Owner receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any such Assignee shall have all or a part of the assigned rights of Contractor under this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Any assignment or reassignment of any of Contractor's right to receive payment hereunder shall be effective upon receipt by Owner of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee, and where applicable, to whom further payments hereunder should be made. Owner agrees to acknowledge, in writing, any assignments if so requested.

Owner agrees that, upon notice of assignment of payment rights, if so instructed, it shall pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff (except as permitted by this Agreement), all amounts, which become due hereunder.

Contractor does hereby assign to Owner, to the greatest extent permitted by law, all warranties of any manufacture of supplies, equipment, and all other materials used in the

performance of the Project. Contractor agrees to use reasonable efforts to assist Owner in seeking any redress under any such warranties.

13.4. Nonwaivers and Defaults.

The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights. Except as otherwise expressly provided herein, no default by either party hereto in the performance of any of its covenants or obligations hereunder, which except for this provision would be the legal basis for the rescission or termination hereof by the other party hereto, shall give or result in such a right unless and until the party committing such default shall fail to correct the same within fifteen (15) calendar days after written notice thereof is given to such defaulting party by the other party hereto.

13.5. Remedies Cumulative.

Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity.

Upon the occurrence of a default, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, (ii) recover damages for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement, and for all legal fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Agreement.

Except as otherwise provided in this Contract, in the event of a claim, controversy or dispute between Owner and Contractor, the performance of any portion of the Project, the delivery of any materials, the payment of disputed monies or otherwise (the parties acknowledging that undisputed monies will be paid when due), Owner and Contractor agree that pending the resolution of such claim, controversy or dispute, Owner and Contractor shall continue to perform their respective obligations under this Contract without interruptions or delay, and Contractor agrees not to directly or indirectly stop or delay the performance of the Project, including the delivery of materials to the Project.

13.6. Amendments.

No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto, and the Contractor's assignee, if any.

13.7. Headings.

The headings of sections and subsections of this Agreement are for convenience of reference only and shall not constitute, affect the meaning, construction, or effect of, any provision hereof.

13.8. Entire Agreement.

This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations and agreements whether written or oral. To the extent of any conflict between this Agreement and its Exhibits and the Specifications and Drawings, General Conditions and Supplementary Conditions, the terms and conditions of this Agreement shall prevail and supersede solely to the extent of any such conflict.

Authority to Execute Contract. This Contract is executed for Town of Danville, Indiana pursuant to a resolution of its Board, duly adopted at its regular meeting duly called and held on

Name, member

Name, member

Name, member

Name, member

Name, member

ATTEST:

Name, Clerk Treasurer

Date: _____

BOWEN ENGINEERING CORPORATION

By: John W. Dettman

Printed: JOHN W. DETTMAN

Its: VICE PRESIDENT

ATTEST:

By: JTD

Printed: J Teddy Pearl

Its: Energy Engineer

EXHIBIT A

SCOPE OF WORK

Projects will be completed in accordance with the Contract Documents. In recognition of the mutual benefits of the design assist process, it is an expectation that the details of the scope of work will change as key design decisions are made with related Project savings or changes documented by a Scope Modification Agreement.

B Project: ~~Sanitide Interceptor Improvements~~ 10th St. Water Main Looping Project

Scope of Work:

Pricing is based on drawings dated 8/9/2024 provided by Banning Engineering, along with the following clarifications and exemptions.

General Proposal Clarifications and Exceptions:

1. As directed all work east of, and including, the gate valve at station 67+80 is by others.
2. As requested, Bowen has included a 12" line isolation valve on both sides of fire hydrant branch tees.
3. Allowances included:
 - a. An allowance of \$24,750 for the replacement of trees removed within the right-of-way has been included.
 - b. An allowance of \$15,500 has been included for the replacement of fencing within the right-of-way.
4. The Town of Danville is to arrange for Bowen to disposal of clean spoils and at no charge to Bowen at the Twin Bridges Security Landfill. The landfill is to provide all knock-down services.
5. All state and regulatory permits are to be provided by others. Bowen will acquire all local permits as required.
6. Removal of contaminated soils and treatment of contaminated groundwater, if encountered, has not been included.
7. Heavy construction equipment has the potential to damage roadways. No considerations have been made for roadway/bridge bonds, roadway frost laws, or costs related to post road use damage bonds.
8. Payment to farmers for any crop loss has not been included.
9. In lieu of flowable fill underneath roadways and driveways, Bowen proposes full depth backfill utilizing #8 stone.
10. In lieu of installing a stainless-steel tapping sleeve and tapping valve as shown on C300, Bowen proposes to cut in a ductile iron tee for connection to the existing water main.

EXHIBIT B

PROPOSAL & OPEN BOOK STRUCTURE

This is a "Cost Plus a Fixed Fee" proposal with a "Guaranteed Maximum Price" or "GMP". Exhibit B-1 is hereby incorporated by reference into, and made a part of, this Exhibit B. In exchange for payment by the Owner to Contractor, Contractor shall complete, without exception, and shall furnish required process know-how, labor, supervision, materials, tools, equipment, transportation, permits, and incidentals to accomplish the Project, including, without limitation, the following:

- B-1. Construction Costs: The following project specific personnel costs including, but not limited to, Operations Manager, Project Manager, Project Coordinator, Safety Manager, Corporate Safety Director (site visits only), General Superintendent (site visits only), Project Field Superintendent, Project Quality Manager (site visits only), Project Field Engineer are all eligible personnel. In addition the following project cost including, but not limited to, project materials, consumable materials, subcontracted work, heavy equipment usage, mobilization & demobilization costs, office/tool trailers, initial site surveying, rental charges, taxes, permits, fees, licenses, tests, construction laydown/parking area requirements, water, power, fuel, medium tools, dumpsters, drinking water, drawing/specification, reproductions, insurance costs, on-site phones, faxes, computers, printers, losses, expenses, costs, fees and damages not compensated by insurance, dispute resolution fees and costs other than those arising from disputes between the Parties, subsistence and other travel expenses, sanitary facilities and utility consumption charges are all eligible for reimbursement and all other costs directly incurred by Contractor in connection with the Work. Contractor shall provide a labor rate exhibit for personnel costs. Mobilization & demobilization is limited to 5% of construction cost on the schedule of values and the full amount will be billed in the first payment of application.
- B-2. Fixed Contractor Fee: Contractor's fee for overhead and profit. The Contractor Fee will appear as a line item on the schedule of values and will progress on a percentage basis of project completion.
- B-3. Contractor's Contingency: The Contractor's GMP Proposal contains, as part of the estimated Cost of the Project, the Contractor's Contingency, a sum agreed upon to cover costs which are properly reimbursable as a Cost of the Project, whether or not such cost is the basis for a Change Order. The Contractor shall regularly (no less than on a monthly basis during the term of this Agreement) provide the Owner with an accounting of all charges against the Contractor's Contingency.
- B-4. Allowances: The Contractor GMP may contain allowances to cover costs that are properly reimbursable as a Cost of the Project. To the extent the actual Costs of the Work incurred by the Contractor to complete an Allowance Item is more or less than the applicable Allowance Amount, that Allowance Amount shall be adjusted (either

increased or decreased) to correspond to the actual Cost of the Work incurred for that Allowance Amount and the GMP shall be increased or decreased (as appropriate) by the same amount.

- B-5. Final Report, Project Savings: At the time of Final Completion, the Contractor shall provide a Final Contract Price Report with an invoice to the Owner that includes the cost of Project to date. If at such time the Final Contract Price is less than the Guaranteed Maximum Price referenced in Exhibit B-1, then the Owner shall keep 100% of the savings. Reports, referred to as buy sheets, will be given to the Owner by the Contractor monthly or bimonthly during construction documenting savings or losses.

Exhibit B-1
CONTRACTOR'S OPEN BOOK PRICING MODEL & PROPOSAL

Project: 10th Street Water Main & CR 200 East Water Main Extension

Construction Cost	\$	1,533,016.00
Fixed Provider/Contractor Fee	\$	128,773.00
Construction Contingency	\$	76,650.00
Guaranteed Maximum Price	\$	1,738,439.00

EXHIBIT C

PERFORMANCE GUARANTEE

SAVINGS GUARANTEE

The Contractor guarantees that the program described in the Guaranteed Savings Contract (the "Agreement") to which this Performance Guarantee is attached as Exhibit C will recover a total of **\$1,764,980** in savings during the first twenty (20) years of operation, beginning on the first day of the month following substantial completion by the Owner regarding the installation of the equipment provided under the Agreement.

If, at the end of any year during the guarantee period, the program has failed to achieve the annual guarantee of savings, the Contractor will pay the Owner the difference between the annual guarantee and the actual savings amount.

Savings that are achieved by the upgrades and the modifications in the Agreement prior to completion of the entire retrofit project (construction period savings) will be added to the first year actual annual savings amount.

The Contractor and the Owner also agree that if the actual annual savings amount exceeds the annual guarantee amount, such excess savings amounts will be added to the savings for any future year before calculating the savings amount.

This guarantee, whether or not exercised, is the Contractor's sole liability with respect to any claim of savings.

METHODOLOGY

The savings are calculated using Microsoft Excel spreadsheets. All assumptions, variables, and equations are shown on each page. The total annual savings, including, operational savings, are stipulated between the Owner and the Contractor in the Agreement. Stipulated savings are savings that are agreed to be satisfied throughout the term of this performance guarantee. Any changes to the operation of the equipment or systems can be accounted for through calculation and the annual savings adjusted accordingly. The Tables below summarize the guaranteed annual savings from the calculations. This saving guarantee is dependent upon these conditions being met.

Any shortfall payments between the Owner and the Contractor will be made within 90 days of the end of each annual period.

Table 1: Annual Savings Summary

ECM	Description	Wastewater & Energy Savings	Cost Avoided Operational Savings	Total Annual Savings
1	10th Street Water Main & CR 200 East Water Main Extension	\$ -	\$88,249	\$88,249

Table 2: Annual Guaranteed Savings by Year of Contract

Contract Year	Annual Savings (\$)
1	\$88,249
2	\$88,249
3	\$88,249
4	\$88,249
5	\$88,249
6	\$88,249
7	\$88,249
8	\$88,249
9	\$88,249
10	\$88,249
11	\$88,249
12	\$88,249
13	\$88,249
14	\$88,249
15	\$88,249
16	\$88,249
17	\$88,249
18	\$88,249
19	\$88,249
20	\$88,249
Total	\$1,764,980

Table 3: Operational Savings (Future Capital Cost Avoided)

Future Capital Cost Avoidance Savings

Town of Danville, IN

ID	Description	RS Means Cost Data	Unit	\$/Unit	Value	% Replaced	Project Cost
1	10th Street Watermain Loop	Historical Data	Project	\$ 1,368,084	\$ 1,368,084	100%	\$ 1,368,084.30
2	CR 200 East Watermain Extension	Historical Data	Project	\$ 318,233	\$ 318,233	100%	\$ 318,233.30
3	Commissioning	01-91-13.50-0150	Project	1.25%	\$ 1,368,084	100%	\$ 17,101
4	Construction Management	01-11-31.20-0020	Project	4.50%	\$ 1,368,084	100%	\$ 61,564
TOTAL PROJECT COST=							\$ 1,764,982

Notes:

All data based on MS Means 2010 Building Construction Data Handbook

Value = Qty x \$/Unit

Term = life of the contract

% Replaced = amount of system or facility that is affected through this project

Annualized Savings Includes Time Value of Money Given Project Cost and Term

Annualized Savings = \$88,249.12

Given: Term(yrs) = 20

EXHIBIT D

SUPPORT SERVICES

ANNUAL AUDITS

As part of the Guarantee, Bowen Engineering Corporation agrees to complete the annual report to be filed with the Department of Local Government Finance (see example on this page).



GUARANTEED ENERGY SAVINGS CONTRACT ANNUAL SAVINGS REPORT
 State Form 35886 (R - 10-15)
 Department of Local Government Finance

Guarantee Period Covered by this Report (M/D Yr) 1/0/00 through 12/30/00 Report Year 1

Institution <u>0</u>	Contractor <u>Bowen Engineering</u>
Contact <u>0</u>	Contact <u>Teddy Deahl</u>
Telephone <u>0</u>	Telephone <u>317-408-9960</u>
Address <i>number and street city state and ZIP code</i> <u>0</u>	Address <i>number and street city state and ZIP code</i> <u>8802 N Meridian St Indianapolis IN 46260</u>

Contract Dates Signed (M/D Yr) 1/0/00 Expires (M/D Yr) 1/0/00
 Project Dates Initiated (M/D Yr) 1/0/00 Completed (M/D Yr) 1/0/00
 Total Project Cost (with Financing) \$0 Total Guaranteed Savings \$0

	(A) Baseline Constant (from contract)	(B) Actual Post-Project	(C)* Adjustment	(D) ** Savings (A-B-C)	(E) Guaranteed Savings (From Contract)	(F) Difference - or - (D minus E)
1 Energy Saved (MMBTU)				0 00	0 00	
2 Energy Costs Saved				\$0 00	\$0 00	
3 Operating Costs Saved				\$0 00	\$0 00	
4 Total Costs Saved				\$0 00	\$0 00	
5 Total Thru Previous Years						
6 Accumulated Totals Thru This Period (4 + 5)				\$0 00	\$0 00	

* Note: Provide attachment showing all assumptions (bill totals, measurement and verification, stipulations) and calculations used to determine adjustments
 ** Note: If column A, B, or C is blank or the listed savings have not been calculated using actual utility bills and operating costs, the reported figures have been stipulated and represent an estimation of savings

Total Square Footage of Buildings in GESC 0 00 Pre-project Energy Cost \$0

Buildings Included in Contract <u>0</u>	Savings Measures Included in Contract <u>0</u>
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Name and Organization of Person Filing this Report Teddy Deahl Bowen Engineering
 Approved by and Title of Authorized Institution Official _____

Send annually to the Department of Local Government Finance, 100 N Senate Ave, IGC-N, Room N1058, Indianapolis, Indiana, 46204 no later than sixty (60) days after the anniversary of each savings guarantee period
 Questions? Call the DLGF at (317) 232-3777 Email to gesc_reports@dlgf.in.gov

EXHIBIT E

PROJECT COMPLETION SCHEDULE

Substantial Completion	3 months after Full Notice to Proceed
Define Punch List Items	after Substantial Completion
Final Project Completion	60 days after Substantial Completion