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CHAPTER 2

TOWN ADMINISTRATION

ARTICLE 1. THE TOWN CLERK-TREASURER

Sec. 2 – 1 Term of Office of Clerk-Treasurer.

a. The Town Clerk-Treasurer is an elected position whose term of office is for four (4) years, beginning at noon on January 1st after his or her election and continuing until a successor is elected and qualified.

b. The Town Clerk-Treasurer shall be elected by the voters of the whole Town.

Sec. 2 – 2 Powers and Duties.

a. The Town Clerk-Treasurer may administer oaths, take depositions, and take acknowledgement of instruments as required by law.

b. The Town Clerk-Treasurer is the Clerk of the Town Board and whenever the Town Board has an even number of members, the Clerk-Treasurer is an ex-officio member for the purpose of casting the deciding vote to break a tie.

c. The Town Clerk-Treasurer may perform all duties prescribed by law, which include but are not limited to the following:

1. receive and care for all Town monies, and pay them out upon order of the Town Board;

2. keep accounts of all Town monies;

3. file monthly reports with the Town Board showing all receipts and disbursements of the Town Treasury for the preceding month;

4. maintain records which are open for inspection by the Town Board;

5. collect fines resulting from ordinance violations;

6. issue all licenses; and

7. attend all Town Board meetings and maintain a recording of its proceedings.

d. The Clerk-Treasurer is both the Town Clerk and Town Fiscal Office pursuant to *I.C.* § 36-5-6-2.

Sec. 2 – 3 Compensation of Clerk-Treasurer.

The compensation for the services of the person holding the office of Clerk-Treasurer shall be fixed by the Town Board.

Sec. 2 – 4 Deputies and Employees.

a. The Clerk-Treasurer may appoint the number of deputies and employees authorized by the Town Board.

b. Deputies and employees so hired serve at the pleasure of the Clerk-Treasurer.

ARTICLE 2. TOWN MARSHAL.

Sec. 2 – 5 Appointment, Compensation, Tenure of Town Marshal.

a. The Town Board shall appoint a Town Marshal and shall fix his compensation.

b. The Town Marshal serves at the pleasure of the Town Board and is subject to the minimum basic training requirement.

c. the budget of the Hudson Town Marshal shall be approved by the Hudson Town Board and all employment selections of the Hudson Town Marshal shall first be approved by the Hudson Town Board.

Sec. 2 – 6 Powers and Duties of the Town Marshal.

a. The Town Marshal is the chief police officer and shall have all the duties and powers as are defined by I.C. § 36-5-7-4 for Town Marshals as it may be amended from time to time.

b. Town Marshals shall further be authorized to deputize individuals pursuant to the laws of the State of Indiana.

c. The Town Marshal and deputy marshals shall be designated as the Town's Ordinance Enforcement Officers.

Sec. 2 – 7 Deputy Marshals.

The Town Board may authorize the appointment of deputy marshals pursuant to *Indiana Code* § 36-5-7-6, as it may be amended from time to time.

ARTICLE 4. TOWN OFFICERS AND EMPLOYEES BENEFITS.

Sec. 2 – 12 Town Appointments.

a. The Town Board may employ such persons to effectively carry out the needs and services of the Town.

b. Positions which the Town Board may appoint include but shall not be limited to the following:

1. Town Manager
2. Town Attorney - *Indiana Code* § 36-5-6-24
3. Town Engineer
4. Town Marshal
5. Volunteer Fire Chief
6. Water Superintendent
7. Other officers and employees deemed necessary.
8. Ordinance Enforcement Officer. (Ord. No. 90-6, § 1, 8-27-90)

c. Duties shall be set forth for each position by the Town Board and applicable State law.

Sec. 2 -13 Compensation and Salary.

The Town Board shall fix the compensation or salary of all Town employees and officers by appropriate ordinance.

Sec. 2 – 14 Official Surety Bonds.

Individual office surety bonds required by *Indiana Code* § 5-4-1-18, as it may be amended from time to time, shall be provided by the Town. A blanket bond may be obtained to cover the faithful performance of all other employees, commission members, and persons acting on behalf of the Town, so required to be covered.

Sec. 2 – 15 Personnel Policies.

a. *General Information*

1. The policies and provisions contained in this employment handbook shall apply to all Town of Hudson ("Town") employees except to the extent that specific procedures or conditions of employment, benefits, and compensation for certain employees are expressly provided for by a local ordinance or department policy approved by the Town Board after the revision date shown on this handbook, preemptive state law, or preemptive federal law which shall control.

2. Except to the extent otherwise required by state statute, employment with the Town is "at-will" and can be terminated by either party to the employment relationship at any time,

with or without prior notice, and for any reason, with or without cause. Any oral statements, promises, or assurances contrary to the "at-will" status of each employee are not binding on the Town and may not be relied upon by any employee or job applicant. If you believe assurances of employment for a specific time or continued employment have been made, contact the Town Board for clarification. The Town shall not be responsible for, or be bound by, any statements, promises, or assurances that are not confirmed in writing by the Town Board.

3. Statements or representations made or contained in any employment application, prospective employee interview, handbook, training manual or any other written policy or procedure do not constitute or imply an employment agreement and should not be relied upon by the employee or employment applicant under any circumstances which are contrary to the Town's "at-will" employment policy.

4. This handbook cannot anticipate every situation or answer every question about employment with the Town. It is not an employment contract and is not intended to create contractual obligations of any kind. In order to retain necessary flexibility in the administration of policies and procedures, the Town reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook. The policies stated in this handbook supersede any prior handbooks or written policies of the Town that are inconsistent with its provisions.

b. *General Employment Classifications*

1. All personnel of the Town of Hudson shall be designated and classified as full-time, part-time, or seasonal.

A. *Full-time employee*: Any municipal employee working thirty-two (32) hours or more per week and for a period of more than twenty-six (26) weeks continuously will be considered a full-time employee of the Town and will receive all benefits listed hereafter for full-time employees.

B. *Part-time employee*: Any municipal employee working less than thirty-two (32) hours per week for more than sixteen (16) weeks consecutively will be considered a part-time employee of the Town and will receive only those benefits hereinafter specified for part-time employees.

C. *Seasonal employee*: Any municipal employee working less than sixteen (16) weeks continuously, in a position not deemed to be a permanent or year-round position will be considered as a temporary employee of the Town, and will receive only those benefits hereinafter specified for seasonal employees.

c. *Equal Employment Policy*

1. This Equal Employment Opportunity Policy reaffirms the policy and commitment of the Town to provide equal employment opportunities for all employees and job applicants. The Town endorses and will follow its EEO Policy in implementing all employment practices, policies, and procedures.

2. The Town will recruit, hire, train and promote persons in all job titles without regard to race, color, religion, national origin, sex, age (except where sex or age is a bona-fide occupational qualification, as defined by law), or physical or mental disability (except where the disability prevents the individual from being able to perform the essential functions of the job and cannot be reasonably accommodated in full compliance with the law). The Town will make employment decisions as to further the principle of equal employment opportunity. The Town will ensure that all personnel decisions and actions, including but not limited to compensation, benefits, transfers, promotions, layoffs, returns from layoff, terminations, Town-sponsored training, education, tuition assistance, and social and recreation programs will be administered without regard to race, color, religion, sex, age, national origin, or disability.

3. All employees are expected to comply with our Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting Town objectives are expected to cooperate fully in meeting our equal employment opportunity objectives, and their overall performance will be evaluated accordingly.

d. *Anti-Harassment Policy*

1. In providing a productive work environment, the Town believes that its employees should be able to enjoy a workplace free from all forms of discrimination, including harassment on the basis of race, color, religion, gender, national origin, age, and disability. It is the Town's policy to provide an environment free from such harassment.

2. Harassment is defined as verbal or physical conduct defaming or showing hostility toward an individual because of his or her race, color, religion, gender, national origin, age, or disability, or that of the individual's relatives, friends or associates, which creates or is intended to create an intimidating, hostile, or offensive working environment; interferes or is intended to interfere with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

3. Harassing conduct includes, but is not limited to:

A. Epithets, slurs, negative stereotyping; or threatening, intimidating or hostile acts; which relate to race, color, religion, gender, national origin, age, or disability.

B. Written or graphic material that defames or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age or disability and that is placed on walls, bulletin boards, or elsewhere on the Town's premises, or that is circulated in the workplace.

4. Any employee who believes he or she has been harassed in violation of this policy should report the conduct immediately to his or her supervisor; or, if that person is responsible for the harassment, to any member of the Town Board. The employee always has the option of reporting the conduct directly to the Town Board if he or she prefers.

e. *Work Hours*

1. The daily and weekly work schedules and the number of hours per day and per week to be worked will be determined by the head of each department to meet work requirements.

2. *The Work Day:*

A. *Breaks:* A break generally not to exceed fifteen (15) minutes will be allowed for each employee each four (4) hours of continuous work performed by the employee.

B. *Lunch:* A sixty (60) minute lunch break shall be allowed each employee that works an eight (8) hour shift, with this break scheduled to fall approximately during the middle of each employee's shift.

C. *On Call Pay:* Employees of the Street, Water, and Sewage Department when called to come to an emergency situation in the Town, occurring at a time other than the employee's normal work hours will receive compensatory time at 1 ½ times their normal rate of pay per hour over 40 hours per week.

D. *Overtime and compensatory time:* The Town of Hudson will pay no overtime to any employee and any employee who is required to work overtime shall take said time back as compensatory time. Time to be claimed as compensatory time will be entered on the time card for the week incurred. Compensatory time will be calculated at the rate of 1 ½ hours per each hour over 40 hours in a workweek. Any employee, who has accrued compensatory time and requested use of this time, shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the agency. Accumulation of compensatory time will not be carried over to the following year. Part time employees do not receive compensatory time.

f. *Attendance Policy*

1. Punctuality and regular attendance are essential functions of each employee's job at the Town. Any tardiness or absence causes problems for fellow employees and supervision. When an employee is absent, his or her work must be performed by others.

2. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for break periods or when required to leave on authorized Town business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

3. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Documentation of the reason may be required. Employees also must inform their supervisor of the expected duration of any absence. Without extenuating circumstances, an employee must call in advance of his or her regular starting time on any day on which the employee is scheduled to work and will not report to work.

4. Excessive absenteeism (excused or not) may be grounds for discipline up to and including termination of employment. Each situation of excessive absenteeism or tardiness will be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstances.

5. An employee shall advise and obtain permission from their supervisor if they wish to leave during or before the end of any regular work period. It is the employee's responsibility to advise his or her supervisor of the reason for any absence, and a supervisor's responsibility to report such information when submitting the time records to the Clerk-Treasurer. Employees who know they are to be absent should advise their department head or Town Board at least one day before the absence takes place. In the event of illness or other emergencies, they should telephone in this information in order that appropriate adjustments of the work schedule may be made. Employees who are absent and who do not telephone in to their immediate supervisor within one-half (½) hour after starting time in the employee's department on the morning of their absence will be considered absent without leave. Three (3) days of consecutive absence without an approved excuse or without advising the Town will be considered as a resignation, without notice, and the employee will be considered to have voluntarily terminated the employment relationship.

g. Pay and Leaves

1. Employees of the Town of Hudson shall be allowed the following leave times:

A. *Holidays*

i. It shall be the policy of the Town of Hudson to ensure that all full-time employees will be paid for those holidays occurring during their usual tenure of employment at their regular daily rate. Those holidays shall be:

Independence Day - 1 day	Memorial Day - 1 day
New Year's Day - 1 day	Thanksgiving Day - 1 day
Christmas Day - 1 day	Labor Day - 1 day
Two (2) Floating Holidays at Individual Employee's Choice	

ii. When any of these holidays shall fall on a Sunday, the following Monday will be designated as the holiday. If any of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

iii. Any employee absent without authorization of the immediate supervisor or Town Board on the workday preceding a holiday and/or on the work day following a holiday will not receive paid holiday compensation for the holiday.

iv. Any full-time or part-time employee paid on an hourly basis and required to work or render services on a holiday will be compensated in accordance with the Overtime Policy stated above.

B. *Vacation* - Full-time employees shall receive:

i. Vacation pay: Eligible employees shall be compensated for vacation time and pay at the standard work week rate.

ii. Full-time employees hired after the date this Personnel Policy is approved, shall receive:

1. 1 Continuous year – 1 work week vacation
2. 2 Continuous years – 2 work weeks vacation
3. 7 Continuous years – 3 work weeks vacation

iii. All vacation time must be approved by the Town Board at least ten (10) working days prior to the time of vacation. Vacation time must be taken in the calendar year when the employee is eligible and shall not be accrued.

iv. All employees must use his/her first ten (10) days of paid vacation each year, and any remaining unused days of the first ten as of December 31st will be forfeited. If an employee is entitled to more than ten (10) days of paid vacation in a given year, the unused days beyond the first ten as of December 31st may be bought back from that employee by the Town. No vacation may be carried over without prior express approval of the Hudson Town Board.

v. Scheduling of vacations shall meet with the approval of the employee's supervisor and shall be taken in units of at least one full day or one-half day (4 hours). Town Board's approval is required for the department heads and where two (2) employees in the same department are to be on vacation or leave at the same time. Vacations will be scheduled from January through December. Vacation does not accrue between employment anniversary dates. Vacation days may not be taken until earned without the consent of the employee's supervisor. Vacation time must be used in the calendar year after which it is earned and may not be carried over beyond the next December 31st without supervisor and Town Board approval. If an employee is permitted to take vacation days before they are earned and subsequently leaves the employment of the Town, voluntarily or involuntarily, before the vacation days are earned, the employee shall be liable to the town to return all vacation time paid to the employee.

vi. Accrued vacation benefits shall be paid on termination as follows:

1. An employee who resigns without giving two weeks of advance notice or who retires without giving thirty (30) days of advance notice shall forfeit all vacation pay.
2. An employee who resigns or retires with notice or whose services are terminated at the Town's discretion, other than for cause, shall receive earned vacation pay.
3. An employee whose services are terminated because of violation of the rules or regulations of the Town shall forfeit all vacation pay.

h. *FMLA Leaves*

1. *Reasons for FMLA Leave* - The Town of Hudson complies with all applicable federal and state labor and employment laws, including the Family and Medical Leave Act (FMLA). The FMLA requires the Town to provide up to 12 weeks of unpaid leave during

any 12-month period. An eligible employee may take FMLA leave of up to 12 weeks per leave year for one or more of the following reasons:

- For the birth of a child;
- For the adoption of a child or the placement of a foster child;
- To care for a sick spouse, child, or parent with a serious health condition; or
- Due to the employee's own serious health condition.

2. *FMLA Leave Eligibility* - To be eligible for leave under the FMLA, an employee must have been employed by the Town:

- For at least twelve months; and
- For at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

3. *Leave Year* - The leave year for the Town of Hudson is defined as calendar year - January through December.

4. *Serious Health Condition* - For the purpose of determining whether an eligible employee or his or her spouse, child, or parent has a serious health condition, such a condition includes any injury, illness, or physical or mental condition that requires either in-patient care in a medical facility (i.e. overnight hospitalization) or continuing treatment by a health-care provider on at least two occasions concerning the health condition, and that the condition results in more than three days' absence from regular daily activities, including work or school, or, if not treated, would likely lead to such an absence.

5. *Intermittent Leave* - If the leave is taken for birth or placement of a child for adoption or foster care, the leave may not be taken intermittently or on a reduced leave schedule unless the employee and Town agree otherwise.

If the leave is taken to care for seriously ill spouse, child or parent, or due to employee's own serious health condition, leave may be taken intermittently or on a reduced schedule when medically necessary. The Town's agreement is not required if the employee wants to take leave intermittently or on a reduced leave schedule for those reasons. Otherwise such leave is not permitted except at the sole discretion of the Town.

Where an employee requests intermittent leave due to a qualified family member's or the employee's own serious health condition, and the leave is foreseeable based on planned medical treatment, the Town may require the employee to transfer to a temporary alternate job for which the employee is qualified and which better accommodates the leave than the employee's regular job. The temporary position will have equivalent pay and benefits of the employee's regular job.

6. *Job and Benefits Security* - With limited exceptions, any eligible employee who takes FMLA leave is entitled to be restored to his or her old job or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, unless the employee would no longer have been employed in such a position had the employee not taken such a leave.

For the duration of the FMLA leave, the Town will maintain coverage under any group health plan for any employee at the same level and under the same conditions coverage

would have been provided if no leave had been taken. During an unpaid FMLA leave, the Town may require employees to pay their share of premium payments at the same time as normal payroll deductions. The Town shall notify eligible employees concerning the amount of each premium payment. Failure to pay such premiums during leave may result in the loss of health coverage. The Town may stop coverage if the employee's payment is more than thirty (30) days late, provided the town given fifteen (15) days' notice with an opportunity make up the missed payments.

7. *Employee Obligations and Limitations Under FMLA* - In the administration of family or medical leave, each employee has certain obligations and limitations including, but not limited to, the following:

Where a husband and wife are employed by the Town, the aggregate amount of leave that the Town will give the spouses during any 12-month period is limited to 12 work weeks if the leave is for a birth or the placement of a child or to care for a sick child or parent.

In case of the birth or placement of a child for adoption or foster care, the entitlement to leave expires after one year from the date of the birth or placement.

8. *Compensation for FMLA Leave* - FMLA does not require paid family or medical leave. The employee may choose that any of the employee's available accrued paid vacation, personal, sick leave be substituted for any part of the 12-weeks of unpaid FMLA leave, but only under circumstances permitted by the Town's leave policies. Once any paid leave is used up, the remainder of the 12 weeks of leave will be unpaid.

Within a reasonable time after the employee requests a FMLA leave, or when the Town learns that leave has been or will be taken for an FMLA-qualified purpose, the Town may designate that the employee's available accrued paid vacation, personal, and sick leave be substituted for any part of the 12-weeks of unpaid FMLA leave. Once any paid leave is used up, the remainder of the 12 weeks of leave will be unpaid.

During the leave period, the employee is not entitled to unemployment compensation.

9. *Employee Notice Requirements* - Where the necessity for leave is foreseeable due to the expected birth or placement of a child, the employee must provide at least 30 days written notice of the employee's intention to take leave. If the date of birth or placement requires leave to begin in less than 30 days, the employee must provide such written notice as soon as practicable.

If an employee is unable to give such notice because the need for leave is not foreseeable, then the employee must give as much notice as practicable. Typically, this means giving notice to the Town within one or two working days of learning that FMLA leave must be taken. Any employee who fails to give requisite notice may be delayed in receiving authorization for leave.

If an employee fails to provide the required 30 days written notice for foreseeable leave, is aware of the FMLA notice requirements, and has no reasonable excuse, the employee may be delayed in receiving authorization for leave.

10. *Health-Care Provider Certification* - The Town shall require that any leave request based on a qualified family member's or the employee's own serious health condition be supported by certification of a health care provider in a timely manner. The employee

shall have at least 15 calendar days from the time leave is requested to provide such certification. The Town may request, and the employee has an obligation to provide, later re-certifications on a reasonable basis but not more often than every 30 days.

Each employee shall report monthly on his or her status and the intention of the employee to return to work. The Town requires each employee taking leave due to the employee's serious health condition to obtain certification that the employee is not able to resume work.

An eligible employee on FMLA leave must submit to the Town a medical release indicating that the employee is able to return to work. Failure to submit such a release will preclude the employee from being restored to his or her employment with Town.

If an employee fails to return to work after the period of leave expires, the employee must reimburse the Town of the premium the Town paid for insurance coverage during the leave period. The Town is not entitled to reimbursement of insurance premiums paid on behalf of the employee during FMLA leave where the employee does not return to work (1) due to the continuation, recurrence, or onset of a serious health condition of a qualified family member of the employee that would otherwise entitle the employee to take leave; (2) due to non-reinstatement of a key employee; or (3) due to other circumstances beyond the control of the employee, including the employee's own serious health condition.

11. *Non-discrimination / Non-retaliation Policy Statement* - The Town will not: (1) interfere with, restrain, or deny the exercise of any right provided under the FMLA; (2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA; or (3) discharge or discriminate against any person for his or her involvement in any proceedings under or relating to the FMLA.

i. *Military Leave*

1. The Town provides compensation for two (2) weeks during annual reserve and National Guard military training for full-time employees. Part-time and seasonal employees do not qualify for military leave compensation.

2. The amount of military leave compensation paid is the difference between military pay and regular pay based on a 40-hour work week.

3. Time spent on military leave will not be counted as vacation time use. However, employees who request a military leave of absence may elect to use any accrued vacation pay in lieu of unpaid leave, and may elect to continue health-care benefits to the extent permitted by law, during their leave of absence.

4. Military reservist employees and those volunteering for or called to active military duty are entitled to re-employment with the Town upon their return from duty in full compliance with all applicable federal and state laws.

j. *Sick Leave and Personal Leave Days*

1. Full-time employees will receive paid sick leave for illness or injury or may take paid personal leave days as set forth herein.

A. *Sick Leave*: Each full-time employee shall receive three (3) days of sick leave per year after being employed for ninety (90) consecutive days.

i. Sick leave is to be utilized solely for the purpose of:

1. Illness or injury of the employee.
2. Avoid jeopardizing the health of other municipal workers.
3. Illness or injury within the immediate family needing the assistance of the employee (as certified by a physician).

ii. In order to qualify for sick leave pay, the employee must comply with the following conditions;

1. Employees shall notify the Town Board and Clerk-Treasurer of their absence prior to the start of the work shift. The employee shall also notify his supervisor of his absence due to illness within one-half hour after starting time, except in medical emergency. Any employee who does not notify his supervisor because of an emergency will have an unexcused absence unless he presents an acceptable physician's statement to the supervisor within three (3) days of his return to work.
2. Employees shall keep the Town Board and Clerk-Treasurer informed of the extent of their illness and anticipated day of return.
3. Doctor's certification of any illness of three (3) consecutive days shall be required.

B. At the time of termination of employment by any individual who has accrued but not used or lost sick leave, if said termination is made after two weeks advance written notice, the Town of Hudson may buy back from that individual all sick leave accumulated and unused up to the maximum permitted to accumulate.

C. Employees who are on sick leave for three (3) consecutive working days shall present their attending physician's statement to the employee's supervisor on the day after the third working day of their absence and on the day after any physician visit relating to the same illness or injury.

D. All attending physicians' statements shall include a diagnosis and prognosis of the employee's condition and the date when the employee may resume his or her normal work duties. Any incomplete statement may be rejected by the Town as insufficient and an unexcused absence(s) will be charged against the employee. Sick leave shall be determined in light of the physician's statement and other medical evidence available or requested by the Town.

E. No sick leave or sick leave pay allowance shall be granted for absences caused by the use of non-prescribed habit-forming drugs or intoxicants, willful intent to injure oneself, or the commission of a felony.

F. Any employee unable to complete his or her workday because of a work-related injury will be paid for the balance of the employee's regular work day. Any additional rights and benefits for such an employee shall be governed by the Indiana workmen's compensation statute and this handbook.

G. The employee may be required to undergo a physical examination by a physician selected by the Town at the Town's expense in relation to a requested sick leave. The Town may place the employee on an unpaid sick leave of absence not to

exceed six (6) months in the event the medical evidence indicates the employee is unable to perform his or her duties. Any employee who does not return to work for the performance of his or her duties within said six (6) month period may be released from his or her employment with the Town.

k. *Jury Duty Leave* – Each employee shall be granted leave for jury duty. The jury duty leave shall be paid in an amount equal to the difference between the employee's base rate and the jury duty fee paid by the Court. The employee shall provide notice to his or her supervisor of the need for leave for jury duty upon receipt of the jury call from the calling court.

l. *Personal Leave* – Upon being employed by The Town of Hudson for ninety (90) consecutive days, full time employees shall receive three (3) personal days per year, with pay, at their regular rate of compensation, provided the employee receives prior approval from the Hudson Town Board. Personal leave days shall be scheduled at least one week ahead and subject to the approval of the employee's supervisor. Unused personal days are not cumulative, any unused as personal days as of December 31st of any calendar year, may be bought back from that employee at that time.

m. *Special Leave Without Pay*

1. Special leave without pay may, at the discretion of the Town Board, be granted to a full-time employee, but only after exhausting any and all applicable paid leaves of absence, such as sick leave or vacation leave, for one (1) or more of the following reasons:

- A. Family or medical leave not covered by the FMLA;
- B. Personal leave;
- C. Education leave; or
- D. Other leave.

2. A full-time employee who wishes to take leave without pay should make a request, in writing, to the Town Board stating the reason and approximate length thereof. Any continuation of benefits shall be at the discretion of the Town Board and subject to the limitations of applicable law and any insurance program or policy.

n. *Bereavement Leave* – All employees shall receive up to three (3) consecutive working days of paid leave from work at the regular rate of pay upon the death of a spouse, brother, sister, child, stepchild, mother, father, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchild, or any other family member residing in the same household as the employee at the time of death thereof. Any such person not residing with the employee shall result in one (1) working day as bereavement leave.

o. *Department Policies* – It is the policy of the Town to permit its departments to establish additional policies and work rules as needed within the respective departments. Departmental policies and work rules may be established by the department head as the need indicates. Such rules must be filed with the Town Board to determine instances of conflicting rules. In case of conflict, general Town policy takes precedence subject to contrary provisions of law.

p. *On Call Policy*

1. The following shall be the policy of the Town regarding employees and "on call" duty:

A. *Public Works Department*

i. The Public Works Superintendent and Public Works employees shall be assigned for evening and weekend "on call" duty. These personnel shall be responsible for answering calls pertaining to, but not limited to the following: The wastewater collections system, excluding lift stations, and the water distribution system to the corporation stop at the water main. The homeowner shall be responsible for the water service line from the corporation stop to the dwelling.

B. *Wastewater and Water Departments*

i. The Wastewater and Water Superintendents, and employees under their jurisdiction shall be assigned for evening and weekend "on call" duty. These personnel shall be responsible for calls pertaining to but not limited to the following: wastewater treatment plant, lift stations, water filtration plant facilities, water towers, booster stations, water wells, water meters, yokes, and remote.

ii. Those "on call" shall have use of Town vehicles, for any duty they may need to perform when called into work, or for making any location checks that are required.

iii. Those Superintendents shall submit to the Town Board and the Town Marshal a list of "on call" personnel. It shall be the responsibility of the Superintendents to notify the Town Board/Town Marshal of any changes in the duty roster.

iv. The Hudson Police Department shall contact the proper departmental personnel when the personnel is needed. The recommended response time an employee has to respond to a call is thirty (30) minutes.

C. *On Call Pay*

i. Employees of the Street, Water and Sewage Department when called to come to an emergency situation in the Town, occurring at a time other than the employee's normal work hours, shall be paid travel mileage at the Federal rate, for the time that they spend responding to said emergency.

q. *Educational Training and Expense Policy* – The Town will reimburse employees for job-related educational and training expenses if the employee obtains the prior approval of the Town Board, executes an Educational and Training Costs Reimbursement Agreement, and receives a passing grade or obtains the competency level sought. The employee may also be reimbursed mileage and other personal expenses associated with job-related education or training in accordance with the Town's regular reimbursement policies.

r. *Travel, Meal and Lodging Expense Policy*

1. An employee of the Town shall receive reimbursement for mileage, meals, lodging, parking, and similar expenses for out of the Town travel while employed by the Town and while engaged in conducting business for the Town by consent. An employee of the Town who shall drive or operate a personal automobile for the Town under these conditions, when a Town owned vehicle is not available, shall receive mileage at the Federal Rate for each mile the employee drives. The employee shall, at all times, travel the shortest route between destinations. The maximum reimbursement for travel expenditures, in addition to mileage as aforesaid, shall be as follows:

- Meal expenses - \$30.00 per diem maximum per employee
- Lodge expenses - \$150.00 per night maximum per room

2. Notwithstanding the above per diem maximums, and except upon pre-approval by the Town Board, each employee shall utilize meals and lodging which are included in or a part of any registration process for out-of-town events. A receipt for any expense is required before reimbursement will be considered, except for mileage, and any expense which exceeds the maximum must be pre-approved by the Town Board in order to be reimbursed in full.

s. *Gifts or Gratuities*

1. The Town prohibits its employees from accepting gifts and gratuities exceeding Twenty Dollars (\$20.00) in value from firms, organizations, their employees, agents, or other individuals who may or do conduct business with the Town in furnishing material, goods, and services.

2. The following criminal statutory provisions regarding ethical standards for government officers and employees exist and shall be strictly adhered to the Town employees:

- Bribery - I.C. 35-44-1-1(1)-(4)
- Official Misconduct - I.C. 35-44-1-2
- Conflict of Interest - I.C. 35-44-1-3
- Profiteering from Public Service - I.C. 35-44-1-7

3. It is important that Town employees maintain high ethical standards to promote the principal that public office is a public trust where government is based upon the consent of its citizens who are entitled to have complete confidence in the integrity of their government. The business of the Town shall be conducted in such a manner so that the general public will have confidence that the conduct of the Town's business is always conducive to the public good. As such, specific reference and attention shall be given to the Indiana Code of Ethics for the Conduct of State Business contained in 40 IAC-2 as a guide to Town employees. The reference is intended as a guide only and is not meant to unduly restrict or limit the behavior of Town employees during the time when they are not on duty. Each Town employee retains lawful right and privileges as a private citizen to interests of a personal or private financial nature, and these rights and privileges will be honored to the extent that they are compatible with an individual's public office or employment.

t. *Drug-Free Workplace* – The Town is committed to providing a drug-free workplace, and the Town expects the cooperation of all employees and a similar commitment from them. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace is prohibited. Any employee who violates this rule may be subject to discipline, up to and including termination. As a condition of employment, all employees must abide by this rule. In addition, any employee who is convicted of a drug violation arising out of conduct occurring in the workplace must notify the Town Board of such conviction within five (5) days after conviction.

u. *Drug Abuse in the Workplace*

1. The Town has an obligation to its employees and the general public to take reasonable and appropriate steps to prevent drug and alcohol abuse by its employees in or affecting the workplace. This policy is based in part on the Town's concern regarding the safety, health, and welfare of its employees, their families, and the community at large as well as its legal obligations to conduct certain alcohol and drug testing pursuant to federal regulations.

Consistent with this commitment, the Town strictly prohibits:

- A. The presence of employees on the job while under the influence of alcohol, illegal drugs, controlled substances or other intoxicants;
- B. The use, possession, transfer, or trafficking of alcohol, illegal drugs, controlled substances, or other intoxicants in any amount, in any manner, or at any time, either on Town premises or while conducting Town business other than for law enforcement purposes by duly recognized law enforcement officers;
- C. The use of Town property, including Town vehicles and telephones, or any employee's position with the Town to make, transfer, or traffic alcohol, illegal drugs, controlled substances, and other intoxicants; and
- D. Any other use, possession, transfer, or trafficking of alcohol, illegal drugs, controlled substances, or other intoxicants in a manner which has an adverse impact on the Town.

2. Pursuant to applicable law, the Town is establishing alcohol and drug testing policies and procedures to comply with Department of Transportation (DOT) requirements. All employees (and applicants for employment) that perform duties covered by DOT regulations are covered by these policies and procedures related to alcohol and drug use. Town employees required by applicable law to have a Commercial Driver's License (CDL) are covered by these regulations and this Policy.

Individuals are covered by these policies and procedures at any time when there is any possibility that they may be required to perform any duties for the Town which are covered by DOT regulations. In general, the DOT rules prohibit covered employees from performing safety-sensitive functions:

- A. When breath test results indicate an alcohol concentration of 0.04 (AC) or greater;
- B. Within four hours after using alcohol;
- C. While using alcohol on the job;

D. While possessing alcohol, unless the alcohol is manifested and transported as part of a shipment;

E. During the 8 hours following an accident if their involvement has not been discounted as a contributing factor in the accident or until they are tested;

F. When the employee uses any illegal drugs, except when the use is pursuant to the instructions of a physician who has advised the employee that the drug does not adversely affect the employee's ability to perform safety-sensitive functions;

G. If the employee tests positive for illegal drugs; or

H. If the employee refuses to submit to required alcohol and drug tests.

3. In recognition of the DOT regulations, the following circumstances will warrant a test/analysis for alcohol and illegal drugs to be performed.

A. Pre-employment - An EBT and a drug screening test will be conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. The appropriate test is also required when employees transfer to a covered position. Consequences:

i. A positive result in a drug screening test for an illegal drug or an EBT of 0.04 (AC) or greater will result in an applicant not being hired or a transfer not occurring.

ii. An EBT of 0.02 or greater but less than 0.04, regarding applicant (AC) shall not perform or continue to perform safety-sensitive functions, including driving a commercial vehicle, until the next regularly scheduled duty period, but not less than 24 hours following administration of the test.

B. During Employment

i. Post-Accident - An EBT and drug screening test will be conducted after accidents on covered drivers whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.

ii. Reasonable Suspicion - An EBT and drug screening test will be conducted when a trained supervisor or company official observes behavior or appearance that is characteristic of alcohol/drug use.

iii. Random - EBT and drug screening tests will be conducted on a random basis just before, during, or just after performance of safety-sensitive positions.

C. Consequences:

i. Upon a negative result for illegal drugs and an EBT of less than 0.02 (AC), the employee shall return to work and shall be paid for any time lost as a result of having the drug/alcohol test conducted.

ii. Any employee who is tested for one of the above reasons during employment who has an EBT of 0.02 or greater but less than 0.04 (AC) shall not perform or continue to perform safety-sensitive functions, including driving a commercial vehicle, until the next regularly scheduled duty period, but not less than 24 hours following administration of the test.

iii. Any tested employee who tests positive for illegal drugs or has an EBT of 0.04 (AC) or greater shall not return to a duty requiring the performance of a safety-sensitive function unless and until the employee is evaluated by a

substance abuse professional, satisfactorily completes any treatment or rehabilitation program prescribed by the substance abuse professional and satisfactorily completes return-to-duty testing in accordance with DOT requirements and regulations. The cost of evaluation, treatment, and/or rehabilitation will be at the employee's expense to the extent not covered by applicable medical insurance. The Town shall advise the employee of available programs and resources for evaluation and resolving problems associated with the misuse of alcohol and use of illegal drugs, including the names, addresses, and telephone numbers of substance abuse professionals with counseling and treatment programs.

D. An individual should arrange alternate transportation home from a testing site when alcohol is detected in a concentration of 0.02 (AC).

E. Return to Duty and Follow-up - EBT and/or drug screening tests will be conducted when an individual who has violated the prohibited alcohol/illegal drug conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

4. Other Drug Policies

A. Each year, the number of random alcohol and/or drug screening tests conducted by the Town must equal at least 25% of all safety-sensitive positions.

B. Each year, the number of random drug tests conducted by the Town may equal at least 50% of all safety-sensitive positions.

C. All DOT alcohol and drug testing performed on individuals will be in accordance with required DOT procedures. These include the use of special testing forms, trained personnel, and special processes and handling to insure the integrity and accuracy of the testing process. Information related to testing will be treated as CONFIDENTIAL except as required to comply with State and Federal DOT requirements, safeguard the safety of personnel and the public, or as otherwise legally required.

D. DOT testing includes taking drug screening samples which are sent to federally certified testing laboratories to test for the presence of illegal drugs. Positive test results will be reviewed by a qualified physician - a Medical Review Officer (MRO) - to determine if the individual has a legitimate medical explanation for a positive test result.

E. The Omnibus Transportation Employee Testing Act of 1991 requires the "split sample method" for collecting and analyzing drug screening samples for purposes of the Federal Highway Administration drug testing program. When the MRO tells the employee that he or she has a confirmed positive test, the MRO must also tell the employee that he or she will have 72 hours following notice of a verified positive test in which to request a test of the split specimen for confirmation of the test result.

F. DOT alcohol testing includes the taking of breath samples to test for alcohol concentration. Breath testing equipment used shall be approved by the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL).

G. EBT will be performed in accordance with procedures required by the DOT, including but not limited to testing locations, testing form and log book, preparation for testing, initial breath test procedures, and confirmation breath test procedures.

H. The Town shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

I. An employee subject to testing is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of illegal drugs and alcohol, including any records pertaining to his or her alcohol and drug tests. The Town shall promptly provide the records requested by the employee.

J. No individual may perform DOT-covered safety-sensitive functions if the individual has engaged in conduct prohibited by DOT alcohol/drug rules. Actions and consequences taken by the Town described in this policy are required by DOT. However, the Town reminds individuals that this policy is IN ADDITION TO any and all other Town policies and procedures related to alcohol and drug use. Individuals are subject to such other Town policies in addition to those described in this policy. For example, positive drug and alcohol test results or other violations of this policy will result in the consequences required by DOT described in this policy, but also may result in disciplinary action, up to and including discharge, under the Town's authority as described in the Town of Hudson Policies and Procedures Manual Employee Handbook.

5. The following definitions shall apply within this Drug Abuse in the Workplace policy:

A. Alcohol: The intoxication agent in beverage alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohols that could be used in intoxicants.

B. Alcohol Concentration (AC): The alcohol in a volume of breath express in terms of grams of alcohol per 2.10 liters of breath as indicated by an evidential breath test (EBT).

C. CDL: A commercial driver's license under DOT regulations.

D. EBT (or Evidential Breath Testing Device): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List of Evidential Breath measurement devices' (CPL).

E. Illegal Drugs: Amphetamines, cannabinoids (marijuana), cocaine, opiates (codeine and morphine), MDMA, THCA, Benzoylecgonine, codeine, morphine, 6-Acctylmorphine, Methamphetamine, MDA, MDEA and phencyclidine (PCP), as amended by the DOT.

F. Performing: means a covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

G. Safety-sensitive Functions: means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

i. Operating a revenue service vehicle, including when not in revenue service;

- ii. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- iii. Controlling dispatch or movement of a revenue service vehicle;
- iv. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
- v. Carrying a firearm for security purposes if approved by the Town Board.

6. In addition to the required DOT alcohol and drug testing, it shall be the policy of the Town that all other employees shall be required to submit to alcohol and drug testing in the following circumstances:

- A. Pre-employment;
- B. Post-accident; and
- C. Reasonable Suspicion.

All pre-employment, post-accident, and reasonable suspicion alcohol and drug testing of non-CDL employees shall be pursuant to and in accordance with the Town's DOT alcohol and drug testing policy and procedures above.

v. *Safety Policy* – Safety is everybody's business. Every employee is responsible for his or her own safety as well as for others in the workplace. Safety must be a primary concern in every aspect of planning and performing all Town activities. We want to protect our employees against preventable injury or illness in the workplace to the greatest extent possible. All injuries (no matter how slight) and health or safety hazards must be reported to the employee's supervisor or the Town Board.

w. Employee Conduct and Discipline

1. Engaging in the following conduct is grounds for disciplinary action up to and including immediate discharge. This list is not an exhaustive list but only provides examples of prohibited conduct and activities:

- A. Insubordination.
- B. Fighting, indecent conduct, or use of abusive/profane language in public while at work.
- C. Violation of the Town's Drug Free Workplace or Drug Abuse in the Workplace policies.
- D. Refusal to perform legitimate work assigned.
- E. Abuse, misuse, destruction or theft of Town property, tools, or equipment.
- F. Conviction of any crime resulting in confinement.
- G. Habitual absenteeism, unexcused absences, or tardiness.
- H. Gambling, soliciting, selling of tickets, articles, merchandise, and the like or collection of contributions for any purpose during working hours except as may be authorized in writing by the Town.

- I. Operation of machines, tools, or equipment to which an employee has not been specifically assigned by an accredited supervisor or his assistant.
- J. Interference with Town operations.
- K. Leaving the department or job during working hours without the permission of the immediate supervisor, except when engaged in regular work or in cases of emergency.
- L. Misuse or removal from the work premises, without proper authorization, of any Town property or records.
- M. Creating unsanitary conditions or hazards.
- N. Engaging in horseplay or practical jokes which may lead to the harm of persons or property.
- O. Failure to give normal conscientious effort to performance of legitimate work assignment.
- P. Consistent low productivity.
- Q. Smoking in unauthorized areas.
- R. Possession of firearms, explosives, poisonous substances, or weapons of any kind while on duty, except in performance of official duties.
- S. Molesting or otherwise annoying other workers.
- T. Intentional or knowing falsifications or tampering with, removing, or misusing any Town of public record, document, report, application, or copy thereof.
- U. Violation of any Town rules or policies established in the Manual or in a separate Departmental Policy.
- V. Other good or sufficient reasons amounting to just cause.

x. Disciplinary Procedures

1. Town employees are subject to disciplinary action for violations of these rules, regulations and policies established by the Town Board, or for other good cause as reasonably determined by the Town Board. It is recognized that in many instances, minor matters should and will be discussed and resolved without need for formal disciplinary action. Such undocumented situations are not considered "discipline" for purposes of these rules and regulations.

2. Disciplinary action will be appropriate to the circumstances as reasonably determined by the Town and may include, but need not be limited to, the following:

A. Department Head Reprimand - A verbal warning may be given by the department head, and when given may, at the discretion of the department head, be documented for placement in the employee's personnel file with a copy given to the employee. Such reprimand may be considered by the Town Board with regard to further disciplinary action, future compensation and/or job responsibilities, and for all other appropriate purposes.

B. Town Board's Reprimand - A written reprimand may be given by the Town Board or Town Clerk, tendered to the employee for signature, and placed in the employee's personnel file with a copy to the employee. If the employee refuses to sign, the document will so indicate.

i. Suspension - The department head or Town Board may suspend an employee for the balance of the work day in which the incident justifying the suspension occurred, as well as for a period of time not to exceed the immediately following three (3) work days. Any such suspension shall be without pay.

ii. Any employee may be suspended for ten (10) days, or longer, without pay, for cause, as reasonably determined by the Town Board.

iii. Discharge - An employee may be discharged by the Town Board for any reason, or for no reason, to the full extent provided by applicable law.

3. Decisions as to disciplinary action beyond those which are within the authority of the department heads as hereinabove set out, including discipline of the department heads, shall be made by the Town Board.

4. Disciplinary measures other than discharge that become part of the employee's personnel file shall not be maintained as a part of that record beyond sixty (60) months from the date of the disciplinary action, provided the employee is not subject to additional disciplinary action during that 60 months.

y. Suggestions and Complaints

1. A clear and open channel for the expression of employee suggestions and complaints is a fundamental principle of sound employee relations. Therefore, each employee should be encouraged to talk with his or her supervisor about any problem, complaint, or suggestions that might arise concerning the employee's work.

2. All suggestions or complaints by an employee shall be in writing and are to be submitted to the supervisor for appropriate action. If the supervisor feels the suggestion or complaint should be handled by the Town Board, the written document shall be submitted to Town Board and the matter discussed thoroughly. If the employee believes that the employee(s) suggestions or complaints are not being properly handled by the supervisor, or if the suggestion or complaint directly involves the supervisor, the employee may make the suggestion or complaint directly to the Town Board for consideration.

3. Any decisions made by the Town Board shall be discussed with the employee and shall be final.

z. Electronic Media Use and Access Policy

1. The term "electronic media" as used in this policy means all hardware components, standard and customized software programs, peripheral equipment, and network apparatus, wiring and connections pertaining to computer systems, telephone systems, radio systems, and audio and visual recording systems including but not limited to internal and external e-mail systems, Internet connections, answering machine equipment, telefax, voice mail, and pagers.

2. The Town maintains its electronic media for the primary purpose of conducting Town business. The “designated system administrator” as used in this policy is the respective Superintendent or department head for the Town office or department served by the specific electronic media involved.

3. The electronic media provided by the Town is the property of the Town. Any data produced or stored on its electronic media belongs to the Town. Access to and the use and disclosure of any such data shall be subject to and in accordance with the requirements of the Indiana Access to Public Records Law as provided in Indiana Code 5-14-3 et seq. as amended. The Town may monitor and review use of and data stored on its electronic media at any time and without prior notice to the user. Additionally, all messages composed, sent, or received on its electronic media are and remain the property of the Town and are not the private property of any employee. This applies even if access to information/messages is by password. The employee shall make all electronic media available to his supervisor upon request and shall provide all passwords to make such access available.

4. Access to and the use and disclosure of any data through the Indiana Data and Communications System (IDACS) or the National Criminal Information Center (NCIC) shall be subject to and in accordance with the requirements of IDACS and NCIC as applicable.

5. All use of the electronic media shall be consistent with an employee’s current responsibilities and shall be for legitimate governmental business purposes. The electronic media are not to be used to create any offensive or disruptive messages. Among those which are considered offensive or disruptive are any messages which contain:

A. Sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone’s race, color, religion, gender, national origin, age, disability, sexual orientation, religious beliefs, or political beliefs;

B. Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts, which relate to race, color, religion, gender, national origin, age, or disability; or

C. Written or graphic material that defames or shows hostility or aversion toward any individual or group because of race, color, religion, gender, national origin, age, or disability, or that contains obscene, profane, lewd, offensive, or other off-color material.

6. The electronic media are not to be used to send (upload) or receive (download) pornographic materials, copyrighted materials, trade secrets, proprietary financial information, confidential files, or similar materials without prior authorization.

7. The Town reserves the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic media for any purpose.

8. The confidentiality of any message should not be assumed. Even when a message is erased, it may still be possible to retrieve and read that message.

9. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Employees should not attempt to gain access to another employee's messages without the latter's permission. Any exception to this policy must receive prior approval.

10. Employees are not to use a password, access files, or retrieve any stored information, unless authorized to do so. Unauthorized access of any data stored on the electronic media is expressly forbidden.

11. Contracts and licenses with software program providers define the limits of software program use. Employees are forbidden to use any software program contrary to the provisions of these contracts and licenses. The Town provides the software programs that are anticipated to be needed by employees in performing their job responsibilities. If an employee believes that he or she needs additional software programs, the employee should consult with his or her supervisor. Employees shall not copy or install any software program of any kind onto the Town's electronic media or any part thereof without the prior authorization from the designated system administrator. When so authorized, the employee shall insure that the software program has been checked for viruses and confirm that fact with the designated system administrator before installation. Employees will follow the guidelines and procedures outlined by the designated system administrator in regard to downloading software or files.

12. Contracts and licenses with hardware providers define the limits of hardware use. Employees are forbidden to use any hardware contrary to the provisions of these contracts and licenses. The Town provides the hardware that is anticipated to be needed by employees in performing their job responsibilities. If an employee believes that he or she needs additional hardware, the employee should consult with his or her supervisor. Employees shall not install or attach any hardware of any kind to the Town's electronic media or any part thereof without the prior authorization from the designated system administrator.

13. Employees may use the electronic media for reasonable personal use as long as this use does not violate the Town's policies, values, ethics, or in any manner reflect a negative image of the Town. Any personal use is not to interfere with the employee's work, nor is it to be performed within normal work hours. No bulk mailing or chain-letter type mailings shall be sent utilizing any electronic media of the Town.

14. The electronic media operated by the Town shall be free of partisan political statements and/or identification of political affiliation.

15. All employees are responsible for assisting in maintaining the security of the Town's electronic media. Each employee is responsible for the safe-keeping of his or her password to the Town's electronic media. Employees should periodically change their passwords according to guidelines from the designated system administrator. If an employee feels there has been a compromise with the security of his or her password, the employee should immediately change the password. If an employee needs assistance with changing his or her password, the employee may contact the designated systems administrator. All electronic media passwords must be provided to the designated system administrator. All

passwords must be made available to the Town upon request of the respective Superintendent or the Town Board. An employee should not leave any electronic media logged on to either the Internet or other external systems while he or she is not present.

16. Components of the electronic media shall not be relocated or attempted to be relocated without the prior authorization of the designated system administrator and the employee's supervisor. Components of the electronic media shall not be removed from the Town premises without the prior authorization of the designated system administrator and the employee's supervisor.

17. Any known or suspected violations of this policy should be reported to the violator's supervisor who will be responsible for conferring with the designated system administrator. Alleged violations will be investigated promptly by designated Town officials. Employees found to be in violation of this policy may be subjected to disciplinary action up to and including discharge.

Sec. 2 – 16 Mileage.

a. Town employees who use personal cars for official Town business shall be paid pursuant to the Federal Mileage Rate per mile for business mileage which is properly documented and approved.

b. All such mileage shall be tendered in writing to the Clerk-Treasurer by listing the dates, odometer readings, and purpose of such travel.

c. Payment of such mileage shall only be made after approval by the Town Board.

Sec. 2 – 17 Conflict of Interest and Nepotism Policies

a. The Town of Hudson finds that it is necessary and desirable to adopt a policy of conduct with regard to nepotism in the employment with the Town of Hudson and in contracting with the Town of Hudson in order to continue to be able to provide local government services to its residents and to comply with the new laws effective July 1, 2012 known as IC 36-1-20.2 and IC 36-1-21, respectively.

b. On July 1, 2012, the Town of Hudson shall have a Nepotism and a Contracting with a Unit policy that complies with the minimum requirements of IC 36-1-20.2 (hereinafter "Nepotism Policy") and IC 36-1-21 (hereinafter "Contracting with a Unit by a Relative Policy") and implementation will begin.

c. The Town of Hudson Nepotism Policy is hereby established effective July 1, 2012 by adopting the minimum requirements provisions of IC 36-1-20.2, and including all future supplements and amendments thereto which become law from time to time, and making them a part hereof as if fully set out herein. In addition, a copy of IC 36-1-20.2 Nepotism in effect on July 1 is attached hereto.

d. The Town of Hudson Contracting with a Unit by a Relative Policy is hereby established effective July 1, 2012 by adopting the minimum requirements provisions of IC 36-1-21, and including all future supplements and amendments thereto which become law from time to time, and making them a part hereof as if fully set out herein. In addition, a copy of the IC 36-1-21 Nepotism in effect on July 1 is attached hereto.

e. The Town of Hudson finds that both IC 36-1-20.2 and IC 36-1-21 specifically allow a unit to adopt requirements that are "more stringent or detailed" and that more detailed are necessary.

f. The Town of Hudson further finds that a single member of the legislative body cannot act for the body to make work assignments, compensation, grievances, advancement or a performance evaluation without prior authority of a majority of the body and therefore, without such authority by the majority, he/she will not be in the direct line of supervision.

g. The Town of Hudson finds that a single member of governing bodies with authority over employees in the Town of Hudson cannot act for the governing body to make work assignments, compensation, grievances, advancement or a performance evaluation, without prior authority of a majority of the body, when a statute provides that a majority is needed to act, and therefore, without such authority by the majority, the single member will not be in the direct line of supervision.

h. All elected and appointed officials and employees of the Town of Hudson are hereby directed to cooperate fully in the implementation of the policies created by this Resolution/Ordinance and demonstrating compliance with these same policies.

i. Failure to abide by or cooperate with the implementation, compliance and certifications connected with the Nepotism Policy is a violation and may result in the discipline, including termination, of an employee or a transfer from the direct line of supervision or other curative action. An elected or appointed official of the Town of Hudson who fails to abide by or cooperate with the implementation, with the compliance and with mandated certifications of either the Nepotism Policy may be subject to action allowed by law.

j. Failure to abide by or cooperate with the implementation, compliance and certifications connected with the Contracting with Unit by a Relative Policy is a violation and may result in the discipline, including termination, of an employee or a curative action. An elected or appointed official of the Town of Hudson who fails to abide by or cooperate with the implementation, with the compliance and with mandated certifications of either the Nepotism Policy or the Contracting with Unit by a Relative Policy may be subject to action allowed by law.

k. The policies created by this Resolution/Ordinance are hereby directed to be implemented by any of the following actions: a) posting a copy of this Resolution/Ordinance in its entirety in at least one of the locations in the Town of Hudson where it posts employer posters or other notices to its employees; b) providing a copy of this Resolution/Ordinance to its employees and elected and appointed officials; c) providing or posting a notice of the adoption of this Resolution/Ordinance; or d) any such other action or actions that would communicate the

policies established by this Resolution to its employees and elected and appointed officials. Upon any of taking these actions, these policies are deemed implemented by the Town of Hudson.

1. Two copies of IC 36-1-20.2 and IC 36-1-21, and as supplemented or amended, are on file in the office of the Clerk-Treasurer for the Town of Hudson for public inspection as may be required by IC 36-1-5-4.

Sec. 2 – 18 through Sec. 2 – 22 Reserved for Future Use.

ARTICLE 4. BOARDS, COMMISSIONS AND DEPARTMENTS

Sec. 2 – 23 Boards and Commissions.

a. The Town of Hudson shall establish such Boards and Commissions as are deemed necessary by the Town Board to effectively and efficiently carry out the services and functions of the Town.

b. The following boards and commissions are permitted:

1. Economic Development Commission;
2. Board of Zoning Appeals;
3. Planning Commission;
4. Hudson Water Utility Board;
5. Park Board Commission
6. Hudson Redevelopment Commission.

Sec. 2 – 24 Departments of the Town.

a. The Town of Hudson shall establish such departments as are deemed necessary by the Town Board to efficiently and effectively carry out the services and functions of the Town.

b. The following department are established:

1. Reserved.
2. Utility Department;
3. Police Department (Town Marshal);
4. Volunteer Fire Department.
5. Street Department

c. The departments established by this Section shall perform the administrative functions assigned to them by statute and ordinance.

Sec. 2 – 25 Department of Redevelopment.

A department of redevelopment is established to be known as the "*Hudson Redevelopment Commission*".

Sec. 2 – 26 Powers and Duties of the Hudson Redevelopment Commission.

a. The *Hudson Redevelopment Commission* shall operate with all the powers, obligations and privileges authorized under *I.C.*, § 36-7-14-12, *et seq.* and 36-7-25 *et seq.* as the same is presently in force and effect, or as it may be amended.

b. No person shall be appointed as a commissioner who is not either a resident of such Town of Hudson, employed in such Town or owner of a business in such Town. If any commissioner shall cease to qualify in one of the above categories, his appointment on said Board shall thereby terminate and his office shall become vacant. Each commissioner, before entering upon his duties, shall take and subscribe an oath of office in the usual form, to be endorsed upon the certificate of his appointment which shall be promptly filed with the clerk. The commission originally appointed shall meet within thirty (30) days after its appointment at a time and place designated by the Town Board Chairman of such Town for the purpose of organization, and shall meet to reorganize in February of each succeeding year. The commission shall elect one (1) of its members as president, one (1) as vice-president, and one (1) as secretary, each of which officers shall serve from the day of his election until the 31st day of January next following his election and until his successor is elected and qualified.

c. The commission shall be authorized to adopt such by-laws, rules, and regulations as it may deem necessary for the proper conduct of its proceedings, the carrying out of its duties and the safe-guarding of the funds and property placed in its custody by this act. Regular or special meetings shall be held at such times as it may determine and upon such notice as it may fix, either by resolution or in accordance with the provisions of the by-laws, rules and regulations adopted. A majority of the commission shall constitute a quorum and the concurrence of a majority shall be necessary to authorize any action.

d. No commissioner shall have any pecuniary interest in any contract, employment, leases, purchase or sale made under the provisions of this act, and any such transaction made in which any commissioner has a pecuniary interest shall be void ab initio. Provided, however, that any property required for the purposes of this act in which a commissioner has a pecuniary interest may be acquired but only by gift or condemnation.

e. It shall be the duty of the commission to investigate, study and survey job opportunities, the use of pollution control equipment, industrial diversification and economic stability, development and welfare of the Town and to recommend action to improve and promote job opportunities, promote the use of pollution control equipment, industrial diversification and economic stability, development and welfare of the Town. The commission shall report in writing to the appointing bodies and Indiana Department of Commerce at least once each year.

f. In carrying out its duties the commission shall have the following powers:

1. To acquire by purchase, gift, grant, condemnation, or lease, any real estate, interests in real estate, or personal property, needed for the purposes of this act;

2. To hold, use, sell, lease, rent or otherwise dispose of any property, real or personal, on such terms and conditions as the commission shall determine to be for the best interests of the Town and its inhabitants;

3. To repair and maintain, or to contract for the repair and maintenance of such existing structures or to substantially remodel, rebuild, enlarge or make major structural improvements on existing buildings;

4. To appear either as an applicant, a petitioner, remonstrator, or objector before any other department or agency of the Town, or any other governmental agency;

5. To institute or defend in the name of the Town any actions at law or inequity, and to use any legal or equitable remedy necessary or deemed proper to protect and enforce the rights and perform the duties of said department or economic development;

6. To exercise in the name of the Town the power of eminent domain in the manner provided in Chapter 48 of the Acts of 1905, as now or hereafter amended;

7. To appoint or employ no more than one (1) clerical employee on either full-time or part-time basis and such other employees on a part-time basis, as the Board may deem desirable, to prescribe and define their duties and regulate the compensation to be paid to such person, and to discharge such appointees or employees and appoint their successors;

8. To accept the use of such quarters as may be furnished by the Town; also to purchase such equipment, records, and supplies as shall be necessary to enable the commission to perform its duties;

9. To expend for and on behalf of the department, all or any part of any funds available to it for the purposes expressed in this act;

10. To employ legal accounting counsel to assist it in carrying out its function;

11. To have any other powers granted by the laws of the State of Indiana as described in IC 1971, 18-6 and additions thereto.

g. The *Hudson Redevelopment Commission* shall annually report at the first regularly scheduled meeting in January of each year to the Hudson Town Board.

Sec. 2 – 27 Town Purchasing Agency

a. The Clerk/Treasurer's office (the "Purchasing Agency") is established as the purchasing agency for the Town of Hudson.

b. The Purchasing Agency shall have all the powers and duties authorized under IC 5-22, as may be supplemented from time to time by ordinances adopted by the Board and policies adopted by the Purchasing Agency.

c. The Purchasing Agency shall act as the purchasing agency for every agency, board, office, branch, bureau, commission, Board, department or other establishment of the Town.

d. The Purchasing Agency may designate in writing any employee of the Town as a purchasing agent.

e. The Department of the Town of Hudson Clerk/Treasurer having been appointment purchasing agency for the Town of Hudson, Indiana, does hereby appoint the following purchasing agents:

1. Hudson Clerk/Treasurer
2. Hudson Town Marshal
3. Hudson Street Superintendent

f. The Hudson Clerk/Treasurer as head of the purchasing agency reserves the right to amend or modify this list of purchasing agents as the need shall from time to time arise.

g. All purchases should be checked with the Clerk/Treasurer to ensure fund availability.

h. Purchases greater than \$300.00 must get Town Board approval.

Sec. 2 – 28 Town Purchasing Policies

a. Publication of Notices

1. *Invitations for bids.* All notices of invitations for bids shall be published in accordance with I.C. 5-3-1 in the local newspaper and Town website. The purchasing agent shall schedule the publication of notice to provide a reasonable amount of time for preparation and submission of bids. The notice will be published two times, at least one week apart. The second publication must occur at least ten (10) days prior to the date the bids will be opened.

2. *Requests for Proposals.* All notices of request for proposals shall be published in accordance with I.C. 5-3-1 in the local newspaper and Town website. The purchasing agent shall schedule the publication of notice to provide a reasonable amount of time for preparation and submission of proposals. The notice will be published two times at least one week apart. The second publication must occur at least seven (7) days prior to the date the proposals will be opened.

3. *Requests for Specifications.* All notices of request for specifications shall be published in accordance with I.C. 5-3-1 in the local newspaper and Town website. The purchasing agent shall schedule the publication of notice to provide a reasonable amount of time for preparation and submission of proposals. The notice will be published two times, at

least one week apart. The second publication must occur at least seven (7) days prior to the date the proposals will be opened.

4. Whenever a notice or other material, including specifications, an invitation for bids, request for proposals or requests for specifications, is sent by mail, the purchasing agent may also send the notice or the material by electronic means, provided that the transmission of the information is at least as efficient as mailing the information.

b. Receiving Offers

1. *Opening of Offers.* Bids received in response to an invitation for bids must be opened publicly in the presence of at least one or more witnesses at the time and place designated in the invitation for bids. Proposals received in response to a request for proposals must be opened so as to avoid disclosure of the contents to competing offerors during the process of negotiation. Proposals received in response to a request for specifications may be opened as specified in the request for specifications.

2. *Electronic Receipt of Offers.* The purchasing agency may receive electronic offers in response to an invitation to bid, request for proposals or request for specifications. An electronic offer may only be received if:

A. The solicitation includes the procedure for the electronic transmission of the offer; and

B. The purchasing agency receives the offer on a fax machine or other system with a security feature that protects the contents of an electronic offer with the same degree of protection as provided to an offer not transmitted electronically.

3. *Correction and Withdrawal of Bids.* An offeror may correct inadvertent errors in a bid up to the time at which bids will be opened by supplementing the erroneous bid and submitting a revised bid. A bidder may not supplement an inadvertently erroneous bid after the time at which the bids were opened. A bidder may withdraw a bid containing inadvertent errors up to the time at which bids will be opened and for a period of not more than 24 hours after the time at which the bids were opened.

4. *Cancellation of Solicitation.* When the purchasing agent makes a written determination that it is in the Town's best interest, the purchasing agent may cancel a solicitation or reject all offers, provided that the solicitation included information concerning the procedure for cancellation.

c. Small Purchases.

1. The purchasing agent may purchase supplies/items with an estimated cost of \$300.00 or less on the open market without inviting or receiving quotes.

2. *Purchases Below \$50,000.00:* A purchase agent may make a purchase of less than \$300.00 under small purchase policies established by the purchasing agency or under rules adopted by the governmental body pursuant to I.C. §5-22-8-2.

3. *Purchases Between \$50,000.00 and \$150,000.00*: Pursuant to I.C. §5-22-8-3 purchases between \$50,000.00 and \$150,000.00 should be made as follows:

A. A purchasing agent may purchase supplies under this section by inviting quotes from at least three (3) persons known to deal in the lines or classes of supplies to be purchased.

B. The purchasing agent shall mail an invitation to quote to the persons described in subsection (A) at least seven (7) days before the time fixed for receiving quotes.

C. If the purchasing agent receives a satisfactory quote, the purchasing agent shall award a contract to the lowest responsible and responsive offeror for each line or class of supplies required.

D. The purchasing agent may reject all quotes.

E. If the purchasing agent does not receive a quote from a responsible and responsive offeror, the purchasing agent may purchase the supplies using methods for special purchases under I.C. §5-22-10-10.

d. Requests for Proposals

1. A purchasing agent may award a contract through a request for proposals procedure instead of competitive sealed bidding when the purchasing agent makes a written determination that the use of competitive sealed bidding is either not practicable or not advantageous to the governmental body.

2. The governmental body may also provide by rule or policy that (i) it is either not practicable or not advantageous to governmental body to purchase specified types of supplies by sealed competitive bidding; and (ii) receiving proposals is the preferred method for purchase of that type of supply.

3. A request for proposals must include:

A. The factors or criteria that will be used to evaluate the proposals;

B. A statement concerning the relative importance of price and the other evaluation factors;

C. A statement concerning whether the proposal must be accompanied by a certified check or other evidence of financial responsibility, which may be imposed in accordance with rules adopted by the governing body;

D. A statement concerning whether discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

4. A request for proposal must be published in accordance with I.C. 5-3-1, two times, at least one week apart, with the second publication occurring at least 10 days prior to the date the proposals will be received. The purchasing agent must see that notice is published.

5. Proposals must be opened so as to avoid disclosure of contents to competing offerors during the process of negotiations.

6. A register of proposals must be prepared and open for public inspection after a contract award.

7. The register must include:

- A. A copy of the request for proposals;
- B. A list of all persons to whom copies of the request for proposal were given;
- C. A list of all proposals received, including the following information.
- D. The names and addresses of all offerors;
- E. The dollar amount of each offer;
- F. The name of the successful offeror and the dollar amount of that offeror's offer;
- G. The basis on which the award was made;
- H. The entire contents of the contract file except for proprietary information including with an offer, such as trade secret, manufacturing processes, and financial information that was not required to be made available for public inspection under the terms of the request for proposals.

8. As provided in the request for proposals, or under the rules or policies of the governmental body, discussions may be conducted with, and best and final offers obtained from responsible offerors who submit proposals determined to be reasonably susceptible of being selected for an award.

9. Contract Award

A. A contract shall be awarded to the responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the request for proposal.

B. If provided for in the request for proposals, contract may be awarded to more than one offeror whose proposals are determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors.

C. The only factors or criteria that may be used in the evaluation of proposals are those specified in the request for proposals.

D. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

E. In conducting discussion with an offeror, information derived from proposals submitted by competing offerors may not be disclosed.

e. Special Purchasing Methods

1. Notwithstanding any other provisions of I.C. 5-22, a purchasing agent may make a purchase without soliciting bids or proposals, if the purchasing agent uses the following special purchasing methods.

2. A special purchase must be made with such competition as is practicable under the circumstances.

3. A purchasing agent may make a special purchase:
 - A. When there exists, under emergency conditions, a threat to public health, welfare or safety;
 - B. Where there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body;
 - C. At an auction;
 - D. Of data process contracts or license agreements for software programs or supplies or services, when only one source meets the using agency's reasonable requirements;
 - E. When (i) the compatibility of equipment, accessories or replacement parts is a substantial consideration in the purchase; and (ii) only one source meets the using agency's reasonable requirement;
 - F. When the purchase of the required supplies or services under another purchasing method provide for in IC 5-22 would seriously impair the functioning of the using agency;
 - G. When the purchasing agency has solicited for a purchase under other methods provided for in IC 5-22 and has not received a responsive offer;
 - H. For the evaluation of supplies or a system containing supplies for any of the following reasons: To obtain functional information or comparative data; or for a purpose that in the judgment of the purchasing agent may advance the long term competitive position of the governmental body; or
 - I. When the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price;
 - J. From a public utility if the price is a negotiated price that considers the results of an independent appraisal obtained by the public utility and a separate independent appraisal obtained by the purchasing agent.

4. A purchasing agent may award a contract for a supply when there is only one source for the supply and the purchasing agent determines in writing that there is only one source for the supply.

5. A purchasing agent may make a purchase from a person when the purchasing agent determines in writing that (i) supplies can be purchased from the person or the person's authorized representative at prices equal to or less than the prices stipulated in current federal supply service schedules established by the General Services Administration; and (ii) it is advantageous to the governmental body's interest in efficiency and economy.

6. A purchasing agent may purchase supplies if the purchase is from a person who has a contract with a federal agency and the person's contract with the federal agency requires the person to make the supplies available to the state or political subdivisions.

7. A purchasing agent for a political subdivision may purchase supplies if the purchase is made from a person who has a contract with a state agency and the person's contract with

the state agency requires the person to make the supplies or services available to political subdivisions.

8. A purchasing agency may acquire supplies if the purchasing agent determines that the governmental body can obtain the transfer of the supplies from the federal government as federal surplus property at a cost less than would be obtained from the purchase of the supplies by soliciting for bids or proposals.

A. A governmental body may not make a purchase of federal surplus property if title to the property will be transferred to the governmental body before sufficient funds have been appropriated.

B. A governmental body may make a purchase of federal surplus property if (i) the supplies will be transferred under a conditional sale or lease, a lease with an option to purchase, or a contract for the use of the supplies; and (ii) sufficient funds are appropriated to pay the consideration for one year of the agreement.

C. A governmental body that purchases or leases surplus federal material shall give notice of the purchase or lease in accordance with IC 5-3-1, one time, no later than 30 days after the purchase.

9. A purchasing agent for a board of aviation commissioners or an airport authority may make a special purchase of petroleum products if the petroleum products are for resale to the general public.

10. A purchasing agent may acquire supplies by accepting a gift on behalf of the governmental body, with board approval.

11. A purchasing agent shall maintain the contract records for a special purchase in a separate file. The contract file for special purchases must contain a written determination of the basis for (i) the special purchase; and (ii) the selection of the contractor;

12. A governmental body shall maintain a record listing all contracts made for special purchases for a minimum of five years. The records must contain:

A. Each contractor's name;

B. The amount and type of each contract; and

C. A description of the supplies purchased under each contract.

13. The contract records for a special purchase are subject to annual audit by the state board of accounts.

f. Other Procedures Governing Purchases

1. A solicitation may provide that offers will be received and contracts will be awarded separately or for any combination of lines or classes of supplies or services contained in the solicitation. If the solicitation does not indicate how separate contracts might be awarded, the purchasing agent may award separate contracts to different offerors only if the purchasing agent makes a written determination that the award of separate contracts is in the interest of efficiency or economy. If the purchasing agent awards a contract for a line or

class of supplies or services, or any combination of lines or classes, to an offeror other than the lowest offeror, the purchasing agent must make a written determination stating the reasons for awarding a contract to that offeror.

2. A solicitation may provide that the purchasing agent will award a contract for supplies or services for an unspecified number of items at a fixed price per unit and that the contract may contain a formula or method for the escalation of the unit price.

3. A notice or other materials that are to be sent by mail may be sent by electronic means, as provided for in (i) rules adopted by the governmental body; (ii) written policies of the purchasing agent; or (iii) the solicitation; provided that the rules, policies, or solicitation provide that the electronic transmission of the information is at least as efficient and secure as sending the information by mail.

4. A governmental body may receive electronic offers if (i) the solicitation describes the procedure for transmitting the electronic offer; and (ii) the governmental body receives the transmission on a fax machine or other system with a security feature that protects the contents of the offer with the same degree of protection as the content of an offer not transmitted electronically.

5. Whenever public notice of a purchase is required, it must be done in accordance with IC 5-3-1. The purchasing agent may notice in addition to notice given under IC 5-3-1 if the purchasing agent determines it will increase competition. The purchasing agent shall schedule all notice to provide a reasonable amount of time for preparation and submission of responses after notification. The period between the last publication, mailing or posting of notices and the final date for submitting offers must be at least seven days. Note that, with respect to receiving bids, IC 5-3-1 requires at least ten days between the last publication and the final date for submitting bids.

6. The purchasing agent may (i) cancel a solicitation; or (ii) reject all offers, in whole or in part, as specified in the solicitation, if the purchasing agent determines it is in the best interests of the governmental body. The reasons for a cancellation of a solicitation or a rejection of all offers must be made part of the contract file.

7. An offer may be opened after the time stated in the solicitation if (i) the governmental body makes a written determination that it is in the best interest of the governmental body to delay the opening; and (ii) the date, time and place of the rescheduled opening is announced at the date, time and place of the originally scheduled opening.

8. Generally speaking, contract and purchasing records are public records subject to public inspection and copying in accordance with the Public Records Statute.

9. However, a governmental body may establish policies or adopt rules for the protection of documents submitted to the governmental body in response to a solicitation. Such rules or policies may provide procedures for:

A. Protection of offers before opening to prevent disclosure of the contents.

- B. Affording unobstructed evaluation of offers and the contract awards by the purchasing agent after opening; and
- C. Protection of offers from tampering before and after opening.

g. Restriction of Purchases

1. *Purchases from the Department of Correction.* A governmental body shall purchase supplies and services produced or manufactured by the Department of Correction as listed in the department's printed catalog unless the supplies and services cannot be furnished in a timely manner. Supplies and services purchased from the department of correction must (i) meet the specifications and needs of the purchasing governmental body; and (ii) be purchased at a fair market price. If these requirements are not met, the governmental body is not required to purchase supplies from the department of correction. The department of correction shall furnish each governmental body a catalog containing (i) supplies and services available for sale; and (ii) prices of supplies and services available for sale.

2. *Purchases of Rehabilitation Center Products.* A governmental body shall purchase articles produced by the state rehabilitation center for the blind and visually impaired under the same conditions as articles produces by the department of correction, unless similar articles are produced by the governmental body. The state rehabilitation services bureau shall publish a catalog for the use of the governmental bodies, show the products and services available through the rehabilitation center. Whenever a governmental body needs an article listed in the catalog, the governmental body:

- A. Shall give the bureau a reasonable time to produce or supply the article; and
- B. Except for an article produced by the department of correction, may not elsewhere:

- Contract for;
- Purchase; or
- Pay a bill for;
- An article described in the catalog unless the article cannot be furnished by the bureau.

A governmental body may contract elsewhere for the purchase of an article described in the catalog if the bureau provides a written statement that the bureau cannot furnish the article. Supplies purchased from the bureau must: (i) meet the specifications and needs of the purchasing governmental body; and (ii) be purchased at a fair market price. If these requirements are not met, the governmental body is not required to purchase supplies from the bureau.

3. *Purchases from Qualified Nonprofit Agencies for Person with Severe Disabilities.* A governmental body that is a political subdivision may purchase supplies and services from a qualified nonprofit agency for persons with serve disabilities under the same conditions as supplies produced by the department of correction are purchased. A governmental body may apportion purchases of supplies and services from qualified agencies on an equitable basis among the interested qualified agencies. Supplies purchased from a qualified agency must: (i) meet the specifications and needs of the purchasing governmental body; and (ii) be purchased at a fair market price.

Sec. 2 – 29 Town Purchasing Rules

a. Protection of Offer; Status of Documents as Public Records.

1. *Protection of Offers Prior to Opening.* The purchasing agent shall retain all offers received in a secure location prior to the date and time at which offers will be opened in order to prevent disclosure of the contents prior to the opening of the offers.

2. *Unobstructed Evaluation of Offers.* After offers have been opened, the purchasing agent shall be responsible for maintaining the offers in such a manner as to permit evaluation of the offers by the persons responsible for evaluating the offers.

3. *Public Records Status of Bids.* Bids submitted in response to an invitation for bids must be available for public inspection and copying after the time of the bid opening.

4. *Register of Proposals.* The purchasing agent shall prepare a register of proposals for each request for proposals issued which shall contain information concerning the proposals for public inspection and copying. Proposals may not be disclosed.

b. *Discussions With Offerors Responding to a Request for Proposals.* The purchasing agent may conduct discussion with, and best and final offers may be obtained from responsible offerors who submit proposals determined to be reasonably susceptible of being selected for a contract award.

c. *Delay of Opening of Offers.* When the Town Board makes a written determination that it is in the Town's best interests, offers may be opened after the time stated in the solicitation. The date, time and place of the rescheduled opening must be announced at the time and place of the originally scheduled opening.

d. Evidence of Financial Responsibility

1. *Purchases less than \$25,000.00.* The purchasing agent may not require evidence of financial responsibility when the estimated cost of purchase is less than \$25,000.00.

2. *Purchases between \$25,000.00 and \$100,000.00.* The solicitation may include a requirement that an offeror provide evidence of financial responsibility. If evidence of financial responsibility is required, the solicitation must indicate the kind of evidence that will be acceptable. If a bond or certified check is required, it may not exceed ten percent (10%) of the estimated cost of the purchase.

3. *Purchases over \$100,000.00.* The solicitation shall include a requirement that an offeror provide evidence of financial responsibility and must indicate the kind of evidence that will be acceptable. If a bond or certified check is required, it may not exceed ten percent (10%) of the estimated cost of the purchase.

4. *Small Business Set-Asides.* The purchasing agent may determine that no evidence of financial responsibility shall be required for a small business set-aside purchase.

e. Use of RFP for Purchases of Designated Types of Supplies. The Town determines that:

1. It is either not practicable or not advantageous to purchase certain types of supplies by sealed competitive bidding; and

2. Receiving proposals is the preferred method for purchasing the following types of supplies:

- A. Office supplies;
- B. Routine supplies; and
- C. Gasoline and oils.

f. Modification and Termination of Contracts

1. *Price Adjustments.* The purchasing agent may include provisions to permit price adjustment in a purchase contract. The following provisions for price adjustments may be included.

A. Price adjustment must be computed by agreement on a fixed price adjustment before the beginning of the pertinent performance or as soon after the beginning of performance as possible;

B. Price adjustments must be computed by unit prices specified in the contract agreed upon;

C. Price adjustments must be computed by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;

D. Price adjustments must be computed in such other manner as the contracting parties may mutually agree upon; or

E. In the absence of agreement by the parties, price adjustments must be computed by a unilateral determination by the governmental body of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the governmental body in accordance with applicable rules adopted by the governmental body.

2. *Adjustments in Time of Performance.* The purchasing agent may include provisions in a purchase contract concerning adjustments for time of performance under the contract.

3. *Unilateral Rights of Town.* The purchasing agent may include in a purchase contract provisions dealing with the unilateral right of the Town to order changes in the work within the scope of the contract or to order temporary work stoppage or delays in time of performance.

4. *Quantity Variations.* The purchasing agent may include in a purchase contract provisions dealing with variations between the estimated quantities of work in a contract and the actual quantity delivered.

g. Purchases of Services

1. The Town determines that each Town agency and department may purchase services except for the services of attorneys in whatever manner the purchaser determines to be reasonable.

2. The Town purchasing agency may not require any Town agency, department or office to purchase service in any particular manner.

h. Supplies Manufactured in the United States

1. Supplies manufactured in the United States shall be specified for all Town purchases.

2. Supplies manufactured in the United States shall be purchased unless the Town determines that:

A. The supplies are not manufactured in the United States is reasonably available quantities;

B. The prices of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured elsewhere;

C. The quality of the supplies manufactured in the United States is substantially less than the quality or comparably priced available supplies manufactured elsewhere;

or

D. The purchase of supplies manufactured in the United States is not in the public interest.

Sec. 2 – 30 through 2-45 Reserved for Future Use.

ARTICLE 5. FUNDS ESTABLISHED

Sec. 2 – 46 Cumulative Capital Development Fund.

a. There is hereby established a Hudson Cumulative Capital Development Fund.

b. An ad valorem property tax levy will be imposed and the revenues from the levy will be retained in the Hudson Cumulative Development Fund.

c. The maximum rate of levy under Section 2 will not exceed:

1. \$.04 per \$100 Assessed Valuation for 1985

2. \$.08 per \$100 Assessed Valuation for 1986

3. \$.12 per \$100 Assessed Valuation for 1987

4. \$.15 per \$100 Assessed Valuation for 1988, 1989, & 1990

5. \$.15 per \$100 Assessed Valuation for 1994, 1995, and 1996

d. The funds accumulated in the Hudson Cumulative Capital Development Fund will be used for capital improvements as described in IC 36-9-16-2, IC 36-9-16-3, IC 36-9-15.5-2, IC 36-9-26-2, or IC 36-10-4-36.

e. Notwithstanding Section 4, funds accumulated in the Hudson Cumulative Capital Development Fund may be spent for purposes other than the purposes stated in Section 4, if the purpose is to protect the public health, welfare or safety in an emergency situation which demands immediate action. Money may be spent under the authority of this section only after the Town Board President issues a declaration that the public health, welfare or safety is in immediate danger that requires the expenditures of money in the fund.

Sec. 2 – 47 Cumulative Capital Improvement Fund.

a. In accordance with the requirements of Section 8 of Chapter 225, Acts 1965 General Assembly, there is hereby created a special fund to be known as the Cumulative Capital Improvement Fund of Hudson into which the cigarette taxes allotted to Hudson by reason of subsection C(1) (C) of Section 27C and section 27D of the Indiana Cigarette Tax Law and being Chapter 222 of the Acts of 1947 as amended of the Indiana General Assembly shall be deposited. Said fund shall be a cumulative fund and all of the monies deposited into said fund shall be appropriated and used solely for capital improvements as hereinafter defined and none of such monies shall revert to the general fund or be used for any purposes other than capital improvements.

b. The term "capital improvements" means the construction or improvement of any property owned by the Town of Hudson including but not limited to streets, thoroughfares and sewers and the retirement of general obligation bonds of the town of Hudson issued, and the proceeds used for the improvement shall not include salaries of any public officials or employees except those which are directly chargeable to a capital improvement.

Sec. 2 – 48 L. E. C. E. Account.

a. The Town Marshal of the Town of Hudson, Indiana, is hereby designated to make said accident investigations, prepare and maintain written reports of his investigations, and provide copies of said reports upon request.

b. The source of funds which are to be deposited into said fund are the fees received for accident reports and information under *Indiana Code*, § 9-3-1-3, and also application fees collected for licenses to carry handguns under *Indiana Code*, § 35-47-2-3.

c. The Town Marshal shall provide copies of said accident reports only upon a verified written authorization signed by any person who has sustained any loss or damage, by reason of

the injury or death of any person or damage to property caused or resulting from the operation, maintenance or use of any vehicle upon any public street or highway of this state, or his duly authorized agent or attorney.

d. The Town Marshal shall be entitled to charge a fee in an amount of Twelve Dollars (\$12.00) for each copy of any such report, and such fee shall be deposited in a separate account to be known as the "L. E. C. E. Account."

e. The Town Marshal shall issue a receipt for each fee collected and remit the receipts to the Clerk-Treasurer of the Town of Hudson at least once each week, who shall issue to the Town Marshal an official receipt for the remittance specified on such receipts and the number of general receipts accounted for. Further, the Clerk-Treasurer shall receipt the fees to a separate fund known as the L. E. C. E. Account and deposit the receipts in the municipality's general bank account.

f. All monies collected pursuant to this Ordinance shall be authorized by the Town Marshall and expended for any department purpose reasonably related to the keeping of said accident reports and records or the prevention of street and highway accidents as provided by law, and shall be paid without appropriation on the basis of a claim filed, allowed and paid by the Board of Trustees of the Town of Hudson.

g. This fund may be expended at the discretion [of the Chief or Town Marshal] into said fund are the fees received for accident reports and information under *Indiana Code*, § 9-3-1-3.

h. The rules for proper accounting and expenditure of monies collected and deposited into said fund shall be those established by the State Board of Accounts.

Sec. 2 – 49 through 2 – 55 Reserved for Future Use

ARTICLE 6. TOWN MEMBERSHIPS AND INTERLOCAL COOPERATION.

Sec. 2 – 56 Payment of Dues for Town Memberships.

a. The Town Board is authorized to budget and appropriate funds to provide memberships for the Town of Hudson, its elected and appointed officials, and its boards, departments, or agencies in local, regional, state, and national associations of a civic, educational, or governmental nature which have as their purpose the betterment and improvement of municipal operations.

b. The Town Board is authorized to budget and appropriate funds to pay the expenses of duly authorized representatives to attend the meetings and functions of organizations to which the Town belongs.

Sec. 2 – 57 Interlocal Cooperation.

The Town is authorized pursuant to *Indiana Code*, §§ 36-1-7-12 through 36-1-7-12, as it may be amended from time to time to enter into joint agreements for the purchase or exchange of property and service with other communities.

Sec. 2 – 58 through 2 -59 Reserved for future Use.

ARTICLE 6. HUDSON TIF DISTRICT.

Sec. 2 – 60 Establishment of Hudson TIF District.

a. The Commission has considered the evidence presented and now finds and determines that it will be of public utility and benefit to proceed with the establishment of the Area and the Projects in the Area.

b. The Declaratory Resolution and Economic Development Plan approved by the Commission on December 12, 1994, both as amended and restated, copies of which are attached hereto and incorporated herein, are confirmed and incorporated by reference and are available for public inspection in the Office of the Clerk-Treasurer during regular business hours.

c. The Secretary is instructed to submit this Resolution to the Town Board for approval of the establishment of the Area.

d. The Declaratory Resolution, as confirmed, shall be attached to and incorporated in this Resolution. The Secretary is directed to record this Resolution with the Steuben County Recorder, immediately to notify the State Board of Tax Commissioners of the designation of the Allocation Area within the Area and to file this resolution with the Steuben County Auditor. (Hudson Redevelopment Commission, Res. No. 4-1-95, § 1-4, 4-5-95)

Sec. 2 – 61 through Sec. 2 -69 Reserved for Future Use.