Policy Committee

INDIANAPOLIS REGIONAL TRANSPORTATION COUNCIL

April 15, 2020
9:00 am – 11:00 am

Webex (phone/online access)
Click here for the public WebEx Link*
Password 0000 or call 1-844-992-4726 ID number 719 216 380
*Policy Committee Members should have received a personal meeting link. If this is not the case, please utilize the link above.

MEETING AGENDA

1. Welcome	Mayor Cook, City of Westfield	5 min.
2. Roll Call	Anna Gremling, MPO	5 min.

ITEMS FOR APPROVAL

3. a. Minutes from February 19, 2020 Policy Committee Meeting b. Minutes from April 8, 2020 WebEx Practice Meeting	Mayor Cook, City of Westfield	5 min.
4. Indianapolis Regional Transportation Improvement Program a. Memorandum b. Resolution 20-IMPO-007 **(FOR PUBLIC HEARING)** c. Updates i. FY 2025 Call for Projects Memorandum ii. Bubble List 2021 iii. End of Fiscal Year 2020	Kristyn Sanchez, MPO	10 min.
5. Market Street Exchange Agreement – Indianapolis a. Memorandum b. Resolution 20-IMPO-008	Anna Gremling, MPO & David Borden, City of Indianapolis	10 min.
6. Membership Dues a. Local Match Table b. Resolution 20-IMPO-006	Kristyn Sanchez, MPO	5 min.

STATUS REPORTS

7. New MPO Bylaws	Denise Barkdull, Frost Brown Todd	15 min.
8. Federal Exchange a. Memorandum b. Draft Agreement	Anna Gremling, MPO	15 min.
9. Senate Enrolled Act 350	Rick Cockrum, Capitol Assets	8 min.
10. Regional Bike Plan a. Memorandum b. Map	Jen Higginbotham, MPO	10 min.
11. Human Resources Manual a. Memorandum b. Summary c. Manual Draft	Anna Gremling, MPO	15 min.
12. Retirement a. Memorandum b. PERF Cost Factsheet	Rose Scovel, MPO	10 min.

Materials pertinent to item #'s 3, 4, 5, 6, 8, 10, 11, 12, & 13 are attached. For additional information, please see www.indympo.org
For accommodation needs for persons with disabilities, please call 327-5136.

c. PERF Options
d. PERF MyChoice Resolution

13. Functional Classification – Annual Call a. Memorandum	Jennifer Dunn, MPO	5 min.
14. 5307/5311 Update	Christy Campbell, RLS	10 min.
15. Executive Director Updates a. Memorandum of Understanding/Interlocal i. IT ii. Finances iii. Healthcare b. Meeting Schedule	Anna Gremling, MPO	5 min.

OTHER BUSINESS

16. Other Items of Business	Anna Gremling, MPO	5 min.
17. Adjournment	Mayor Cook, City of Westfield	1 min.

Indianapolis Regional Transportation Council
Policy Committee Meeting Minutes
February 19th, 2020
9:00 a.m. – 11:00 a.m.
Hornet Park Community Center
5245 Hornet Avenue
Beech Grove, IN 46107

Committee Members Present

Tom Klein – Town of Avon	Joe Csikos* – Town of Bargersville
Tom Santelli* – Boone County	Mike Hollibaugh* – City of Carmel
April Fisher – Town of Cumberland	Jason Taylor – City of Fishers
Steve Barnett – City of Franklin	Mark Richards* – City of Franklin
Mark Meyers – City of Greenwood	Daniel Johnston* – City of Greenwood
Gary Pool – Hancock County	Eric Wathen – Hendricks County
David Borden* – City of Indianapolis	Sri Venugopalan* – City of Lawrence
Ryan Crum* – Town of McCordsville	Josh Messmer* – Morgan County
Matt Light* – City of Noblesville	Jim Hellman – City of Noblesville
Andrew Klinger – Town of Plainfield	Andy Cook – City of Westfield
Cameron Radford* – IndyGo	Christine Altman – CIRTA
Clark Packer – INDOT	

* = *Proxy*

Others Present

Anna Gremling – Indianapolis MPO	Taylor Firestine – Health by Design
Nick Badman – Indianapolis MPO	Logan Lang – Health by Design
James Rinehart – Indianapolis MPO	Mark Turner – First Group
Jen Higginbotham – Indianapolis MPO	Kim Irwin – Health by Design
Rose Scovel – Indianapolis MPO	Catherine Kostyn – Indianapolis MPO
Andy Swenson – Indianapolis MPO	Kristyn Sanchez – Indianapolis MPO
Danielle Gerlach – Indianapolis MPO	Annie Dixon – Indianapolis MPO
Steve Cunningham – Indianapolis MPO	Anita Bjork – Indianapolis MPO
Sean Northup – Indianapolis MPO	Brittany White - INDOT

1. WELCOME & INTRODUCTIONS

Mayor Mark Myers called the meeting to order at 9:07 a.m. and welcomed Policy Committee members and visitors. Introductions were made around the room.

ITEMS FOR APPROVAL

2. APPROVAL OF MINUTES (SEEKING APPROVAL)

Mayor Dennis Buckley moved to recommend the approval of the October 23, 2019 IRTC Policy Committee meeting minutes as presented. **Steve Barnett** seconded the motion. The minutes of the October 23, 2019 IRTC Policy Committee meeting were recommended for approval as presented. MOTION PASSED.
Eric Wathen moved to recommend the approval of the December 11, 2019 IRTC Joint Committee meeting minutes as presented. **Steve Barnett** seconded the motion. **Christine Altman** abstained from the vote. The minutes of the December 11, 2019 IRTC Joint Committee meeting were recommended for approval as presented. MOTION PASSED.

3. 2020 ADMINISTRATIVE COMMITTEE ELECTIONS

Anna Gremling explained the election process to the committee members. **Myers** opened the floor for nominations or for anyone to express interest to be on the ballot. There were none. MPO staff members collected ballots and exited to tally.

4. LONG RANGE TRANSPORTATION PLAN AMENDMENT #4 RESOLUTION #20-IMPO-003

Jen Higginbotham briefed the committee on the Long Range Transportation Plan (LRTP) amendment #4. She described the included projects and a a minor typo correction. No comments were received during the public comment period. **Myers** opened the floor for questions. There were none. **Myers** opened the public hearing; there were no questions or comments from the public; the hearing closed.

Mayor Dennis Buckley moved to recommend the approval of resolution 20-IMPO-003.
Tom Klein seconded the motion.
Resolution #20-IMPO-003 was recommended for approval as presented.
MOTION PASSED

5. INDIANAPOLIS REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM RES #20-IMPO-004

Kristyn Sanchez briefed the committee about the proposed Transportation Improvement Program (TIP) amendment: there were 13 requests from INDOT and 1 local request. **Sanchez** noted that no comments were received from the public review and comment period and then asked for any questions from the Board. There were none. **Myers** opened the public hearing for comments or questions. There were none.

Mayor Dennis Buckley moved to recommend the approval of resolution 20-IMPO-004.
Chuck Fewell seconded the motion.
Resolution 20-IMPO-004 was recommended for approval as presented.
MOTION PASSED

Sanchez updated the group about the call for projects and explained the MPO is still reviewing the applications and waiting on eligibility determinations, as well as having conversations with the Indiana Department of Transportation (INDOT) regarding a potential Federal exchange. As result, the MPO hopes to have more information before the next meetings. Sanchez also updated the committee on the SFY 2020 annual allocation. The MPO is waiting on some purchase orders to be issued, but it is expected that the annual allocation will be spent down with the March letting.

6. REGIONAL PEDESTRIAN PLAN RESOLUTION #20-IMPO-001

Jen Higginbotham talked about the regional pedestrian plan and recapped previous presentations given to the board. She stated that public comments were received, but many requested a specific project or areas for work to be done. All comments were forwarded to the appropriate department of public works or equivalent in the respective community. Changes made to the document after the public review period were outlined in the agenda packet. **Higginbotham** said there will be a training session for IRTC members to attend, if they would like. The session will go over the data analysis that was conducted for prioritizing areas for pedestrian investment. There were no further questions. **Myers** opened the public hearing. **Kim Irwin** spoke, stating that she and her organization (Health by Design) has been providing input throughout the planning process and commended the staff and team working on the project. She urged local leaders to use the plan and take it further to improve pedestrian infrastructure at the local level. **Irwin** talked about addressing equity in a persistent and consistent way. She offered her organization's help if needed. **Tom Santelli** also commended staff for their work on the plan and stated Boone County has been using it in presentations. There were no other public comments and **Myers** closed the public hearing.

Christine Altman moved to recommend the approval of resolution 20-IMPO-001.
Mike Hollibaugh seconded the motion.
Resolution 20-IMPO-001 was recommended for approval as presented.
MOTION PASSED

ELECTIONS – REVISITED

The following results came in for the first round of Administrative Committee elections:

- Daniel Parker (Largest City – Indianapolis, by default)
- Dennis Buckley (Excluded City – Beech Grove)
- Andy Cook (City – Westfield)
- Tom Klein (Town – Avon)

- Mark Heirbrandt (County – Hamilton)
- Inez Evans (Transit – IndyGo)

Anna Gremling then opened the floor for at-large nominations. **Gary Pool** and **Eric Wathen** were nominated. **Gremling** closed nominations and members voted. Staff members collected the ballots and exited to tally.

7. HOUSE BILL 1070 RESOLUTION #20-MPO-005

Anna Gremling briefed the group about what was happening at the state house with the distracted driving bill. She explained the administrative committee wanted this to be on the agenda and the MPO should pass a resolution supporting the bill. **Christine Altman** stated CIRTA has also adopted a similar resolution. **Gremling** explained the bill passed committee on Tuesday, February 18th 8-1 and there was an amendment added. Some senators feel that the $500 fine is not tough enough. There were no further questions.

Jason Taylor moved to recommend the approval of resolution 20-IMPO-005.
Andrew Klinger seconded the motion.
Resolution 20-IMPO-005 was recommended for approval as presented.
MOTION PASSED

8. SPECIAL RESOLUTION #20-IMPO-002

Anna Gremling explained the special resolution and why it was left off on purpose: the resolution is honoring Mayor Mark Myers for his leadership with the MPO and IRTC. **Gremling read the resolution and** presented **Myers** with an award.

Unanimously moved to recommend the approval of resolution 20-IMPO-002.
Tom Klein seconded the motion.
Resolution 20-IMPO-002 was recommended for approval as presented.
MOTION PASSED

STATUS REPORTS

9. SENATE BILL 350 REGIONAL GOVERNANCE UPDATE

Sean Northup briefed the committee on Senate Bill 350. He explained the different components of the bill, including establishing the MPO as a standalone organization independent from the City of Indianapolis. He also explained the difference between the different existing designations the MPO was considering and why those did not work, leading to drafting legislation to establish something that would be more suitable for the MPO. **Northup** also explained that the proposed legislation is not creating a new level of government, nor is it a new organization. He said the bill passed the senate committee and the senate floor and is being hear by the Ways and Means committee on February 19, 2020.

10. SOCIAL MEDIA METRICS AND ANALYTICS

Danielle Gerlach briefed the committee on the MPO's social media strategy. She gave a brief presentation on the particular metrics being tracked for different platforms. **Gary Pool** suggested adding how many views posts get as another metric he would like to see.

11. ELECTIONS – REVISITED

The following results came in for the at-large member vote:

- At-large members:
  - Jason Taylor (City of Fishers)
  - Andrew Klinger (Town of Plainfield)
  - Eric Wathen (Hendricks County)

Tom Klein motioned for a voice vote for the slate. The committee members then voted for chair and vice-chair of the administrative committee, appointing Mayor Andy Cook as Chair and Andrew Klinger as Vice-Chair.

12. TRANSITION UPDATE

DRAFT

Anna Gremling updated the group about the transition: the human resource information system (HRIS) is in place. The MPO is still looking into benefits and is looking to establish an MOU for cost savings purposes to remain with the city's policy in this regard. She also explained challenges with the first financial services vendor, which led to another firm being contracted for those services.

Gremling explained there will be more information available in the next month following the legislative session and pending Senate Bill 350 approval or denial. In the case where the MPO would need to use the Regional Development Authority (RDA) temporarily, Frost Brown Todd, LLC created a document about how to join the RDA. **Christine Altman** asked if there was a lobbyist that was working on this. **Gremling** explained Rick Cockrum, of Capitol Assets, has been taking care of it. **Altman** asked about the risks of being housed under the RDA. **Gremling** explained there is a risk by default, but does not believe there is anything to worry about at this point. **Sean Northup** added that the plan is to move the employees from the City of Indianapolis to the RDA, who would then have authority over contract authorizations, payroll, raises, and reviews. The RDA would not handle any federal transportation funding, which would stay with the Policy Committee making those decisions. There were no further questions.

13. DIRECTOR'S UPDATE

Anna Gremling provided an update on the proposed Federal Funds Exchange agreement with the Indiana Department of Transportation (INDOT) noting that INDOT is proposing a 90/10 exchange rate. The MPO received a draft agreement from INDOT in December and anticipates providing feedback soon. INDOT has asked that an executed agreement be in place by June. **Gremling** stated there may not be a call for TIP projects in Fall 2020 to allow MPO staff to figure out policies and procedures moving forward if the agreement is executed. **Eric Wathen** requested a copy of the draft agreement; however, it is not able to be distributed at this time.

Tom Santelli asked what the advantage is of executing this agreement. **Gremling** explained this is a business decision for INDOT for the 90/10 split, but negotiations are ongoing. The MPO would incur cost increases while INDOT would incur savings. **Tom Klein** asked if there was research conducted to explore whether this would work. **Gremling** explained her review and analysis, which will be sent to the board at a later time. **Christine Altman** asked the MPO to look into whether there are requirements for using state funding under the swap.

14. OTHER ITEMS OF BUSINESS

Anna Gremling explained the MPO is partnering with ITE to do a symposium on freight in Central Indiana. She requested submissions from members for the symposium if they are experiencing issues with freight in their communities.

15. ADJOURNMENT

Tom Klein motioned to adjourn.
Dennis Buckley seconded.
The IRTC Technical Meeting of February 19, 2020 was adjourned at 10:14 a.m.
MOTION PASSED

DRAFT

Indianapolis Regional Transportation Council
Technical and Policy Committee Meeting Minutes
April 8th, 2020
10:30 a.m. – 11:30 a.m.
Online - WebEx

Committee Members Present

Tom Klein – Town of Avon	Julie Young – Town of Bargersville
Joe Csikos* – Town of Bargersville	Craig Parks – Boone County
Tom Santelli* – Boone County	Brian Jessen – Town of Brownsburg
David Littlejohn – City or Carmel	April Fisher – Town of Cumberland
Jason Taylor – City of Fishers	Mark Richards* – City of Franklin
Jason Koch – City of Greenfield	Mark Myers – City of Greenwood
Mark Heirbrandt – Hamilton County	Bradley Davis – Hamilton County
Ericka Miller – City of Indianapolis	Tonya Galbraith – Town of McCordsville
Alison Krupski – City of Noblesville	Steve Maple – Town of Pittsboro
Jacob Blasdel – Town of Speedway	Andy Cook – City of Westfield
John Nail – City of Westfield	Lance Lantz – Town of Zionsville
Jennifer Pyrz* - IndyGo	Inez Evans – IndyGo
Cameron Radford - IndyGo	Christine Altman - CIRTA
Scott Bailey - INDOT	Robert Dirks - FHWA
Scott Singleton – Town of Plainfield	

* = *Proxy*

Committee Members Absent

Dennis Buckley – City of Beech Grove	Karen Howard – Town of Brooklyn
CJ Taylor – Town of Cicero	Mark Morgan – Town of Danville
Gary Pool – Hancock County	Eric Wathen – Hendricks County
Luke Mastin – Johnson County	Steve Collier – City of Lawrence
Mark Mathis – Town of Mooresville	Ryan Goodwin – Morgan County
Jan Jarson – Town of New Palestine	Desiree Calderella – Shelby County
Russell McClure – City of Southport	Norm Gabehart – Town of Whiteland
Brittany Garriott – Town of Whitestown	Drew Genneken – Indianapolis Airport Authority
Jody Peacock – Ports of Indiana	Cecilia Crenshaw - FTA
Shawn Seals – IDEM	Tim Ping – MDC

* = *Proxy*

Others Present

Anna Gremling – Indianapolis MPO	Sean Northup – Indianapolis MPO
Nick Badman – Indianapolis MPO	Catherine Kostyn – Indianapolis MPO
James Rinehart – Indianapolis MPO	Kristyn Sanchez – Indianapolis MPO
Jen Higginbotham – Indianapolis MPO	Annie Dixon – Indianapolis MPO
Rose Scovel – Indianapolis MPO	Jennifer Dunn – Indianapolis MPO
Andy Swenson – Indianapolis MPO	Scott Krapf – Frost Brown Todd
Danielle Gerlach – Indianapolis MPO	Denise Barkdull – Frost Brown Todd
Steve Cunningham – Indianapolis MPO	Sydnee Cseresznyes – Capitol Assets

1. WELCOME & INTRODUCTIONS

Anna Gremling called the meeting to order at 10:35 a.m. and welcomed Technical and Policy Committee members and visitors. Attendance was taken.

Jen Higginbotham summarized how comments would be collected during a public hearing. Members need to state their name and comment. For the public, a list of names for those that would like to speak will be collected. Once all names are recorded, they will be called in order and have a limited time of two minutes to speak.

Gremling asked that everyone review the agenda for the meeting next week.

Sean Northup asked **Gremling** how the voting process would work. At the next IRTC committee meeting, she will ask for a voting member for each LPA present. Every vote will have to be a roll call vote. There was further discussion on how voting would be conducted. **Gremling** asked if there were any questions. A few questions were asked about how to use the system, which **Higginbotham** answered. **Gremling** thanked the members for participating in the practice session.

ITEMS FOR APPROVAL

2. NONE

STATUS REPORTS

3. ADJOURNMENT

Anna Gremling adjourned the IRTC Technical and Policy Committee Meeting of April 8, 2020 at 11:10 am.

DRAFT

MEMORANDUM

TO: IRTC Policy Committee Members

FROM: Kristyn Sanchez, Indianapolis MPO

DATE: April 8, 2020

RE: Proposed 2nd Quarter 2020 Amendment to the 2020-2023 Indianapolis Regional Transportation Improvement Program

The Indianapolis MPO is offering the attached list of proposed amendments to the 2020 -2023 IRTIP for your review. The amendments will be presented for your approval at the April 15th Policy Committee meeting. They are being offered for public review and comment from April 4th to 14th.

Overview: Proposed 2nd Quarter Amendments

This quarter, the MPO received 6 local amendment requests and 12 INDOT amendment requests. A detailed list can be found attached as Exhibit A.

Local amendment requests include:

- Add 5 projects from the recent INDOT Rural Call for Projects,
- Delete a SFY 2020 TAP project.

Administrative Modifications/Amendments

Click here to view the 14 administrative modifications processed since the February IRTC meetings. The administrative modifications are also available on the IMPO's website.

Deadlines

3rd Quarter SFY 2020 Quarterly Reports (changes made between January 1st and March 31st) are due via MiTIP by **April 21st.** Quarterly tracking meetings are scheduled for the week of May 4th.

The deadline for submitting TIP amendments for the June Retreat is **Thursday, May 21st.**

Please contact me at kristyn.sanchez@indympo.org should you have any questions.

Thank you.

INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

INDIANAPOLIS REGIONAL TRANSPORTATION COUNCIL
POLICY COMMITTEE

Resolution Number 20-IMPO-007

&

PROPOSED 2nd QUARTER IRTIP AMENDMENT LIST

April 15, 2020

INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

INDIANAPOLIS REGIONAL TRANSPORTATION COUNCIL
POLICY COMMITTEE

Resolution Number 20-IMPO-007

A RESOLUTION amending the 2020-2023 Indianapolis Regional Transportation Improvement Program.

WHEREAS, the 2020-2023 Indianapolis Regional Transportation Improvement Program (IRTIP) incorporates projects proposed by local governments and agencies within the Indianapolis Metropolitan Planning Area; and

WHEREAS, the projects contained in the proposed IRTIP amendment have been reviewed as to their immediate impact and importance to the continued improvement of the transportation system operating within the area; and

WHEREAS, changing conditions necessitate periodic amendments to the IRTIP; and

WHEREAS, the IRTIP is consistent with the 2045 LRTP as amended; and

WHEREAS, the MPO consulted with the Interagency Consultation Group and the agencies concurred in the MPO finding that the proposed TIP amendment meets transportation conformity requirements under Section 176(C) of the Clean Air Act and 40 CFR Parts 51.390 and 93; and

WHEREAS, the proposed IRTIP Amendment was made available for public comment and comments received were provided to the Indianapolis Regional Transportation Council Policy Committee (IRTC); and

WHEREAS, the IRTC Policy Committee is the approval body for all transportation-related activities of the Metropolitan Planning Organization for the MPA under applicable U.S. Department of Transportation regulations;

NOW, THEREFORE, BE IT RESOLVED, that the IRTC hereby approves the amendment to the 2020-2023 Indianapolis Regional Transportation Improvement Program as shown on the attached Exhibit A. The IRTC Policy Committee adopted the above and foregoing resolution this ____ day of _____ 2020.

DATE: _____ _____

Anna Gremling, Executive Director
Indianapolis MPO
for the IRTC Policy Committee Chair

EXHIBIT

A

QUARTER Q2, 2020 INDOT 20-05

	LEAD AGENCY	DES NUM	ROAD/TRAIL	PROJECT TITLE	TYPE	EXEMPT?	TOTAL	TOTAL DIFF	PHASE	SFY	FED FUNDS	LINE TOTAL	FED TOTAL	FED %	STATE TOTAL	STATE %	JUSTIFICATION	ACTION PROPOSED
PRIOR	INDOT	1700108	SR 252	SR 252 Pavement Replacement	Pavement Replacement, Small Town	Exempt	$8,892,327		-	-	-	$-	$-	-	-	-		
PROPOSED							$9,741,816	$849,489	PE/PL	SFY 2021		$15,000	$-	0%	$-	0%	Add funds for secondary des. number for bike/ped enhancements.	
PRIOR									-	-	-	$-	$-	-	-	-		
PROPOSED									ROW	SFY 2022		$130,000	$-	0%	$-	0%		
PRIOR									-	-	-	$-	$-	-	-	-		
PROPOSED									CN	SFY 2024	STATE TAP	$1,952,678	$563,591	98%	$1,376,000	18%		
PRIOR									CN	SFY 2024	STPSM	$6,880,000	$5,504,000	80%	$1,376,000	20%		
PROPOSED									CN	SFY 2024	STPSM	$7,007,811	$5,504,000	98%	$-	-		
PRIOR	INDOT	1702100	I- 65	Signal Modernization I-65 SB Ramp at 21st St	Traffic Signals Modernization	Exempt	$104,596		-	-	-	$-	$-	-	-	-		
PROPOSED							$204,596	$100,000	PE/PL	SFY 2021	HSIP-ST	$100,000	$90,000	90%	$10,000	10%	PE Added for 2021	
NEW	INDOT	2000459	SR 44	Scour Protection (Erosion)	Scour Protection (Erosion)	Exempt	$158,465	$158,465	CN	SFY 2021	STPSM	$158,465	$126,772	80%	$31,693	20%	NEW PROJECT	
NEW	INDOT	2000460	SR 252	Scour Protection (Erosion)	Scour Protection (Erosion)	Exempt	$157,015	$157,015	CN	SFY 2021	STPSM	$157,015	$125,612	80%	$31,403	20%	NEW PROJECT	
NEW	INDOT	1900174	SR 37	SR 37 @ 191st Street Intersection Improvement	Intersect. Improv. W/ Added Turn Lanes	Exempt	$801,681	$801,681	PE/PL	SFY 2021	STPSM	$100,000	$80,000	80%	$20,000	20%	NEW PROJECT	
NEW									ROW	SFY 2022	STPSM	$50,000	$40,000	80%	$10,000	20%		
NEW									CN	SFY 2024	STPSM	$651,681	$521,345	80%	$130,336	20%		
NEW	INDOT	1800542	I- 465	I-465 Bridge Deck Overlay	Bridge Deck Overlay	Exempt	$482,685	$482,685	CN	SFY 2021	STPSM	$482,685	$386,148	80%	$96,537	20%	NEW PROJECT	
NEW	INDOT	1800540	I- 465	I-465 Bridge Deck Overlay	Bridge Deck Overlay	Exempt	$482,700	$482,700	CN	SFY 2021	STPSM	$482,700	$434,430	90%	$48,270	10%	NEW PROJECT	
NEW	INDOT	1802055	South St	Stop Visibility Safety Project	Signing Installation / Repair	Exempt	$136,000	$136,000	CN	SFY 2022	HSIP-ST	$136,000	$122,400	90%	$13,600	10%	NEW PROJECT	
NEW	INDOT	1801453	South	District Sign Safety Project	New Sign Installation	Exempt	$77,621	$77,621	CN	SFY 2021	HSIP-ST	$77,621	$69,859	90%	$7,762	10%	NEW PROJECT	
NEW	INDOT	2001134	I- 465	ITS Project on I-456 SE	Its Traffic Management Systems	Exempt	$11,300,000	$11,300,000	PE/PL	SFY 2020	NHPP	$1,000,000	$900,000	90%	$100,000	10%	NEW PROJECT	
NEW									CN	SFY 2022	NHPP	$10,000,000	$9,000,000	90%	$1,000,000	10%		
NEW									CE	SFY 2022	NHPP	$300,000	$270,000	90%	$30,000	10%		

	LEAD AGENCY	DES NUM	ROAD/TRAIL	PROJECT TITLE	TYPE	EXEMPT?	TOTAL	TOTAL DIFF	PHASE	SFY	FED FUNDS	LINE TOTAL	FED TOTAL	FED %	STATE TOTAL	STATE %	JUSTIFICATION	ACTION PROPOSED
NEW	INDOT	1902693		Advanced MOT at Various Downtown Indy Locations	Other Type Project (Miscellaneous)	Exempt	$3,793,516	$3,793,516	PE/PL	SFY 2020	NHPP	$1,634,636	$1,471,172	90%	$163,464	10%	NEW PROJECT	
NEW									CN	SFY 2021	NHPP	$2,096,000	$1,886,400	90%	$209,600	10%		
NEW									CE	SFY 2021	NHPP	$62,880	$56,592	90%	$6,288	10%		
NEW	INDOT	1902862		Marion County Traffic Signal Project	Traffic Signals	Exempt	$3,861,000	$3,861,000	PE/PL	SFY 2020	HSIP-ST	$50,000	$45,000	90%	$5,000	10%	NEW PROJECT	
NEW									CN	SFY 2020	HSIP-ST	$3,700,000	$700,000	19%	$3,000,000	81%		
NEW									CE	SFY 2020	HSIP-ST	$111,000	$99,900	90%	$11,100	10%		

QUARTER Q2, 2020 LOCAL 20-05.2

	LEAD AGENCY	DES NUM	DES NUM 2	ROAD/TRAIL	PROJECT TITLE	TYPE	EXEMPT?	TOTAL	TOTAL DIFF	PHASE	SFY	FED FUNDS	LINE TOTAL	FED TOTAL	FED %	MATCH TOTAL	MATCH %	JUSTIFICATION	ACTION PROPOSED
NEW	Fishers	1802931	N/A	136th Street	136th Street Reconstruction from Southeastern Parkway to Prairie Baptist Road	Roadway Rehabilitation	Exempt	$4,613,560	$4,613,560	PE/PL	SFY 2021	STP4RM	$424,290	$339,432	80%	$84,858	20%	NEW PROJECT	
NEW										ROW	SFY 2022	STP4RM	$1,021,300	$817,040	80%	$204,260	20%		
NEW										CN	SFY 2024	STP4RM	$2,814,400	$2,251,520	80%	$562,880	20%		
NEW										CE	SFY 2024	STP4RM	$353,570	$282,856	80%	$70,714	20%		
NEW	Franklin	1902763	N/A	SR 44	Safe Routes to School	Pedestrian Enhancement	Exempt	$843,755	$843,755	CN	SFY 2023	SRTS	$843,755	$843,755	100%	$0	0%	NEW PROJECT	
PRIOR	Indianapolis DPW	1401733	N/A	Monon	Monon Enhancement - 10th Street to 96th Street	Bicycle Enhancement	Exempt	$3,330,000		CE	SFY 2020	PYB	$340,000	$260,000	76%	$80,000	24%		
PROPOSED			N/A					$0	$-3,330,000	-	-	-	$-	$-	-		0%	Due to ROW issue we are pulling this from the federal funding program	
PRIOR										CN	SFY 2020	PYB	$2,600,000	$2,080,000	80%	$520,000	20%		
PROPOSED										-	-	-	$-	$-	-		0%		
PRIOR										PE/PL	SFY 2019		$390,000	$-	0%	$390,000	100%		
PROPOSED													$-		0%	$0	0%		
NEW	Johnson County	1902771	N/A	CR 575W	Bridge 66 Rehabilitation - CR 575W over N. Prong Stotts Creek	Bridge Rehabilitation	Exempt	$979,700	$979,700	PE/PL	SFY 2021		$125,400	$-	0%	$125,400	100%	NEW PROJECT	
NEW										ROW	SFY 2022		$45,600	$-	0%	$45,600	100%		
NEW										CN	SFY 2024	LOCBR	$718,800	$575,100	80%	$143,700	20%		
NEW										CE	SFY 2024	LOCBR	$89,900	$71,900	80%	$18,000	20%		
NEW	Johnson County	1902767	N/A	CR 700E	Bridge 98 Rehabilitation - CR 700E over Fisher Ditch	Bridge Rehabilitation	Exempt	$1,524,400	$1,524,400	PE/PL	SFY 2021		$215,800	$-	0%	$215,800	100%	NEW PROJECT	
NEW										ROW	SFY 2023		$26,100	$-	0%	$26,100	100%		
NEW										CN	SFY 2025	LOCBR	$1,140,000	$911,900	80%	$228,100	20%		
NEW										CE	SFY 2025	LOCBR	$142,500	$114,000	80%	$28,500	20%		
NEW	Westfield	1902801	N/A	Little Eagle Creek Avenue	Little Eagle Creek Avenue Reconstruction	Roadway Reconstruction	Exempt	$4,645,900	$4,645,900	PE/PL	SFY 2021	STATE TAP	$319,500	$255,600	80%	$63,900	20%	NEW PROJECT	
NEW										ROW	SFY 2024	STATE TAP	$582,000	$465,600	80%	$116,400	20%		
NEW										CN	SFY 2025	STATE TAP	$3,345,000	$2,676,000	80%	$669,000	20%		
NEW										CE	SFY 2025	STATE TAP	$399,400	$319,520	80%	$79,880	20%		

INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION
Planning the transportation future for the Indianapolis region

MEMORANDUM

TO: Indianapolis Regional Transportation Council

FROM: Anna M. Gremling, Executive Director

DATE: March 26, 2020

RE: State Fiscal Year 2025 Call for Projects

Currently operating under INDOT's annual allocation policy ("use it or lose it"), the Indianapolis MPO issued the annual call for projects on September 13, 2019. The call included all federal funding categories in State Fiscal Year (SFY) 2025 to allow the MPO to fully program the 5-Year Spending Scenario. In response to the annual call for projects, the MPO received 56 project applications from 19 Local Public Agencies (LPAs) totaling $178,924,703 in federal funds. MPO staff reviewed all submitted applications.

Simultaneously in 2019, INDOT proposed a full exchange of the MPO's Federal funds for State funds to give the MPO and our member agencies flexibility in project development and implementation. The MPO worked with a sub-committee of the IRTC and with INDOT over several months and was provided a draft exchange agreement by INDOT in late November. The MPO then worked with legal counsel and provided INDOT with a revised agreement in February. The MPO met with INDOT in mid-March and will continue working with them to reach an agreement that can be brought to the IRTC in June.

If the MPO is successful in working with INDOT on the Federal Funding Exchange (FFE) agreement, MPO staff recommends that projects not be awarded this year from the recent CFP as uncertainties around the Exchange agreement, including the final funding amount, would have impacts on project selection. In addition, the MPO would need time to revise existing and develop new business processes and procedures. All submitted SFY 2025 applications will be saved in MiTIP and can be used in next call for projects anticipated in Fall 2021 for SFYs 2025-2026. Because project development timelines under an Exchange agreement would be reduced roughly from five to three years, the MPO does not believe this staff recommendation will significantly impact project readiness.

If the MPO and INDOT do not execute an Exchange agreement, the MPO will do a final review of applications and bring recommendations to the IRTC at the August meetings. At that time, we would have a clear understanding of our available funds and be able to continue programming under the Annual Allocation Policy as we have done over the last six years. Recommendations approved in August, would still allow the LPAs more than four years to develop their projects and get them to a letting in SFY 2025.

Should you have any questions, please feel free to contact me.

April 6, 2020

Mr. Steve Cunningham
Principal Planner
The Indianapolis Metropolitan Planning Organization
City of Indianapolis, Department of Metropolitan Development
1821 City County Building
200 East Washington Street
Indianapolis, IN 46204-3310

RE: City of Indianapolis – Des No. 1401720 – DPW Project No. ST-25-161D; Market Street Rehabilitation STP FY 2020

Dear Steve,

The purpose of this letter is to inform the MPO that INDOT has agreed to exchange the awarded STP funds with state funds, with the City of Indianapolis (LPA), per IC 36-9-42.2.

The City of Indianapolis and INDOT have reached an agreement for an exchange rate of eighty-five cents ($0.85) of state funds for each one dollar ($1.00) of federal funds.

In the original proposal, we requested funding to reconstruct Market St from Delaware St to Alabama St in front of the Indianapolis/Marion City County Building and Historic Indianapolis City Market.

On 12/11/2019, the project was let and no bids were received. The project was then re-let on 3/4/2020 where one (1) bid was received in the amount of approximately $9.3 million which was $2.7 million above the engineer's estimate and more than twice as much as the federal funds available for the project.

Upon review of the bid received, it was determined that the letting schedule, scope of the project and project completion date needed to be re-evaluated. In order to value engineer the project and, to have the flexibility of a bid date that provided adequate time for the contractor pool to adequately review our bid documents, it was determined that the May 7th INDOT special letting date that they granted us would not be feasible.

Additionally, the National Basketball Association (NBA) 2021 All-Star game is scheduled to be held in Indianapolis on February 14, 2021. In order to have full control of the construction schedule, as well as the aforementioned reasons, the City has accepted INDOT's federal/state funding exchange offer.

Should you have any questions, please let me know.

Sincerely,

David Borden
Deputy Director

Cc: Ericka Miller
Lauren Stevenson
Daniel Parker
Gretchen Zortman
Kristyn Sanchez
Anna Gremling

INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

INDIANAPOLIS REGIONAL TRANSPORTATION COUNCIL
POLICY COMMITTEE

Resolution Number 20-IMPO-008

A RESOLUTION endorsing the Federal Exchange Contract ("the Contract") between the Indiana Department of Transportation ("INDOT") and the City of Indianapolis ("the LPA") a member of the Indianapolis Regional Transportation Council in good standing.

WHEREAS, the MPO receives an annual Federal funding allocation of roughly $50,000,000 via INDOT for use on transportation projects within the Indianapolis Metropolitan Planning Area ("MPA"); and

WHEREAS, the MPO has awarded $4,530,000 of Federal funds from the MPO's State Fiscal Year 2021 allocation to the LPA for the East Market Street reconstruction project ("the project"); and

WHEREAS, the LPA desires to exchange the $4,530,000 of MPO awarded Federal funds for $3,850,000 of State funds at an exchange rate of $0.85 of state funds for every $1 of Federal funds; and

WHEREAS; the Contract provides that the LPA will be responsible for any additional costs to the project beyond those funds agreed to as part of the Contract; and

WHEREAS, the MPO reserves the right to reject future exchange contracts that do not seek an exchange rate equal to or more than 90%; and

WHEREAS, if the Contract is terminated at any time for any reason, MPO federal funds that have been paid to INDOT will be returned to the MPO balances pursuant to a formula mutually agreed upon by INDOT and MPO for use on other projects within the MPA;

NOW, THEREFORE, BE IT RESOLVED, that the IRTC hereby endorses the Federal Exchange Contract ("the Contract") between the Indiana Department of Transportation ("INDOT") and the City of Indianapolis ("the LPA") a member of the Indianapolis Regional Transportation Council in good standing.

The above and foregoing resolution was adopted this _____ day of _____2020 by the IRTC Policy Committee.

DATE: _____ _____

Anna M. Gremling, Executive Director
Indianapolis MPO
For the IRTC Policy Committee Chair

2021 IRTC Local Match Contributions

Last Revised: 3/12/2020

JURISDICTION	2010 Census Population	Percent of Total	2021 UPWP Local Match	2021 Additional Local Match[1]	Total Invoiced[2]	Invoice #1 Date	Local Amount Paid	Date Received
Atlanta	725	na						
Arcadia	1,666	na						
Bethany	81	na						
New Whiteland	5,472	na						
Spring Lake	218	na						
Avon	12,446	0.81%	$5,927	$446	$6,374			
Bargersville	4,013	0.26%	$1,911	$144	$2,055			
Beech Grove	14,192	0.93%	$6,759	$509	$7,268			
Boone County	9,593	0.63%	$4,569	$344	$4,913			
Brooklyn	1,598	0.10%	$761	$57	$818			
Brownsburg	21,285	1.39%	$10,137	$763	$10,900			
Carmel	79,191	5.16%	$37,715	$2,841	$40,555			
Cicero	4,812	0.31%	$2,292	$173	$2,464			
Cumberland	2,572	0.17%	$1,225	$92	$1,317			
Danville	9,001	0.59%	$4,287	$323	$4,610			
Fishers	76,794	5.01%	$36,573	$2,755	$39,328			
Franklin	23,712	1.55%	$11,293	$851	$12,143			
Greenfield	20,602	1.34%	$9,812	$739	$10,551			
Greenwood	49,791	3.25%	$23,713	$1,786	$25,499			
Hamilton County	20,150	1.31%	$9,596	$723	$10,319			
Hancock County	19,759	1.29%	$9,410	$709	$10,119			
Hendricks County	59,472	3.88%	$28,324	$2,133	$30,457			
Indianapolis	829,676	54.11%	$395,134	$29,760	$424,894			
Johnson County	39,857	2.60%	$18,982	$1,430	$20,412			
Lawrence	46,001	3.00%	$21,908	$1,650	$23,558			
McCordsville	4,797	0.31%	$2,285	$172	$2,457			
Mooresville	9,326	0.61%	$4,442	$335	$4,776			
Morgan County	17,623	1.15%	$8,393	$632	$9,025			
New Palestine	2,055	0.13%	$979	$74	$1,052			
Noblesville	51,969	3.39%	$24,750	$1,864	$26,614			
Pittsboro	2,928	0.19%	$1,394	$105	$1,499			
Plainfield	27,631	1.80%	$13,159	$991	$14,150			
Shelby County (w/Fairland)	7,714	0.50%	$3,674	$277	$3,950			
Southport	1,712	0.11%	$815	$61	$877			
Speedway	11,812	0.77%	$5,625	$424	$6,049			
Westfield	30,068	1.96%	$14,320	$1,079	$15,398			
Whiteland	4,169	0.27%	$1,985	$150	$2,135			
Whitestown	2,840	0.19%	$1,353	$102	$1,454			
Zionsville	14,160	0.92%	$6,744	$508	$7,252			
Totals	**1,533,321**	**100%**	**$730,246**	**$55,000**	**$785,246**		**$0**	

1 - This column represents the additional local match each community would contribute to generate an additional $50,000 for a 100% locally-funded government relations contract and $5,000 for a 100% locally-funded Transportation for America membership. These funds are not required to match the 2021 federal funds, but may be required by IRTC resolution.

2 - The invoiced amount is based on each jurisdiction's percent of the total regional population (not including the five jurisdictions that have opted out), multiplied by the amount of local funds needed to match federal Planning (PL), MPO Council discretionary (also PL), and flexed Surface Transportation Block Grant (STBG) funds appropriated in 2020, consistent with IRTC resolution 18-IMPO-013.

INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

INDIANAPOLIS REGIONAL TRANSPORTATION COUNCIL
POLICY COMMITTEE

Resolution Number 20-IMPO-006

A RESOLUTION to approve 2021 Indianapolis Metropolitan Planning Organization membership dues for the Unified Planning Work Program (UPWP), totaling $785,246 for Local Planning Agencies serviced by the Indianapolis MPO.

WHEREAS, the Indianapolis MPO is designated with the responsibility of providing for the continuing, cooperative and comprehensive transportation planning process for the Indianapolis Metropolitan Planning Area (MPA); and

WHEREAS, Local Planning Agencies within the MPA are eligible for Federal transportation funds by becoming dues-paying members of IMPO; and

WHEREAS, the Indianapolis MPO proposes an additional local match each community would contribute pro rata to generate an additional $55,000 of 100% local funds for activities not allowable under federal regulations; and

WHEREAS, membership dues reflect a Local Planning Agency's percent of the total regional population, which is multiplied by the amount of local funds needed to match the new Federal Funds available in 2021;

NOW, THEREFORE, BE IT RESOLVED, that the Indianapolis Regional Transportation Council approves the 2021 Indianapolis MPO membership dues for the Unified Planning Work Program totaling $785,246.

The above and foregoing resolution was adopted this _____ day of _____, 2020 by the IRTC Policy Committee.

DATE: _____ _____

Anna Gremling, Executive Director
Indianapolis MPO
for the IRTC Policy Committee Chair

TO: Indianapolis Regional Transportation Council, Policy Committee

FROM: Anna Gremling, Executive Director

DATE: April 8, 2020

RE: Proposed Federal Exchange agreement

As you are aware, the Indianapolis MPO has been operating under INDOT's Annual Allocation policy known as "use it or lose it" since 2015, which requires the MPO to spend our full Federal annual allocation to the dollar each fiscal year or risk losing funds to INDOT. The MPO has been successful each year in spending our full allocation, however there have been impacts to the MPO and the LPA's business and project delivery processes. As a result, the MPO has been actively working to gain limited flexibility in the policy to improve project delivery and reduce risks to our overall program.

Last year, INDOT proposed a full exchange of the MPO's Federal funds for State funds to give the MPO and our member agencies flexibility in project development and implementation. Given the significant impact a full exchange would have on the MPO and the LPAs, the MPO created a sub-committee of the IRTC to consider the possibility and concluded that the MPO should work with INDOT to develop a mutually beneficial exchange agreement. INDOT provided the MPO with a draft agreement in late November after which the MPO worked with legal counsel to revise. We revised the draft agreement in several key ways:

- Modified the agreement to reflect a grant agreement instead of a project specific agreement since the MPO is not an implementing agency.
- Project specific language was removed and will be included in separate MPO – LPA contract that LPAs will be required to enter into with each project.
- Payment of claims provisions were removed since exchanged funds would be more in line with a grant program, rather than a reimbursement program.
- Included a cap on the funds retained by INDOT regardless of future MPO annual allocation.
- Strengthened language that prevents funds from being withdrawn by INDOT once the funds are programmed in the Transportation Improvement Program.
- The exchange rate was intentionally left blank until after an upcoming meeting with INDOT. It is the MPO's desire to reach agreement with INDOT for a rate greater than 90%/10%.

We me with INDOT in mid-March to discuss the revised agreement and have yet to receive an official response. As we indicated previously, it is possible that this agreement will change, however we wanted you to see it again in anticipation of bringing a final agreement to the June 1st IRTC meeting. It is our hope that we will be able to come to agreement with INDOT and have a signed agreement by June 30th.

If you have any questions, please do not hesitate to contact me.

DRAFT 2/21/20 – CONFIDENTIAL, PRE-DECISIONAL, AND DELIBERATIVE – DO NOT REDISTRIBUTE

PROGRAMMATIC FEDERAL FUNDS EXCHANGE AGREEMENT

Between

INDIANA DEPARTMENT OF TRANSPORTATION

And

THE INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION

EDS #: _____

This Agreement is made and entered into effective as of the date of the Indiana Attorney General approves the Agreement as to form and legality (the "Effective Date"), by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the Indianapolis Metropolitan Planning Organization, a metropolitan planning agency in the State of Indiana (hereinafter referred to as the "IMPO"), and collectively referred to as the PARTIES.

RECITALS

WHEREAS, the IMPO is eligible to receive federal funds as described herein under the sharing agreement INDOT enters into with locals each year upon receiving information as to the total state allocation of federal funds for a federal fiscal year (the "Sharing Agreement"); and

WHEREAS, IMPO has requested an exchange of federal funds for state funds under IC 36-9-42.2 and intends to use state funds instead of federal funds to pay for a number of projects in its urbanized or planning area over the term of this Agreement; and

WHEREAS, INDOT has agreed to grant the request in accordance with the terms of this Agreement; and

WHEREAS, the PARTIES execute this Agreement pursuant to Indiana Code §§ 8-23-2-6, 8-23-4-7, 36-1-4-7, 36-1-7-3, and 36-9-42.2; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the IMPO and INDOT agree as follows:

1. **Purpose of this Agreement; Funding Source.**

   A. The purpose of this Agreement is to exchange IMPO federal funds for state funds to complete eligible projects included in the IMPO's Transportation Improvement Program (the "Program").

   B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code §36-9-42.2 establishing the authority to make this Agreement, as well as any rules adopted thereunder. The funds received by the IMPO pursuant to this Agreement shall be used only to implement the projects or provide the services in conformance with the Program referenced in this Agreement and for no other purpose.

C. INDOT will provide IMPO with state funds in exchange for federal funds at a rate of $___ state dollar per $1.00 federal dollar. This exchange will apply to federal funds that would be allocated to the IMPO under the annual Local Share of Federal Formula Apportionments ("Sharing Agreement") for the fiscal year (in other words, the obligation limitation for the fiscal year).

D. INDOT will make FFE funds available to the IMPO for the state fiscal year on or about September 30 of each year. If a continuing resolution is in effect for any part of a state fiscal year during the term of this Agreement, INDOT will provide funds based on the prior federal fiscal year until a federal budget is passed for the current year. Once an updated federal budget is passed and if additional funds would have become available to the IMPO, INDOT will reconcile the amount of the exchange by making additional payment of state funds as soon as practicable.

E. The IMPO may only exchange federal funds that would have been allocated to the IMPO under the Sharing Agreement for state funds. Funds exchanged through this Agreement are collectively referred to as FFE- funds. As of the Effective Date of this Agreement, eligible federal funding types include: Surface Transportation Block Grant Program (STBGP) funds, Highway Safety Improvement Program (HSIP) funds, Congestion Mitigation and Air Quality Improvement (CMAQ) funds, Transportation Alternatives (TA) funds, and Section 164 Penalty funds. The Parties acknowledge that when a new federal transportation funding bill is passed – which is likely to occur over the term of this Agreement – the types of federal funding eligible for exchange under the Agreement may change. It is the intent of the Parties that any new federal funding types available to the IMPO under the Sharing Agreement for FY2025 and subsequent fiscal years would be eligible for exchange under this Agreement.

F. Notwithstanding any exchange rate made a part of this Agreement, regardless of modifications to the Sharing Agreement or current or future transportation bills, as set forth in Paragraph E above, the maximum funds that INDOT will retain from the IMPO's allocation in any given fiscal year shall not exceed an amount equal to ____percent (__%) of funds available to the IMPO in State Fiscal Year 2025.

G. [Except for Force Majeure of Funding Cancellation,] once State funds transferred to the IMPO have been programmed in the IMPO's Program, funding transferred to the IMPO under this Agreement may not be withdrawn for any phase of a project or program that has been approved for FFE funds by the IMPO Policy Committee.

H. For purposes of clarity and to avoid misunderstanding, the PARTIES will not complete an exchange of federal funds under this Agreement until after July 1, 2024.

2. Representations and Warranties of the INDOT.

A. INDOT may assign a contact to any project prosecuted under the program to serve as a resource at the IMPO's or one of its local public agency (LPA) partner's request. This contact will be available to consult with the IMPO or its local public agency partners on a

project, but will not provide any formal review, approvals, guarantees or assurances, and INDOT will not be responsible for any aspect of work on any project.

B. Upon request, INDOT or its authorized designee shall have the option to access and to inspect all plans, specifications, special provisions, and relevant documentation for any project utilizing FFE funds regardless of when those plans, specifications, special provisions or other such Project documents were created.

3. Representations and Warranties of the IMPO.

A. In accordance with the requirements contained in Indiana Code § 36-9-42.2-1 et seq., the IMPO agrees to the following:

1. The IMPO may use the FFE funds for any projects allowable under federal law eligible for federal funding or are part of an IMPO-approved asset management plan or Program.

2. The exchange rate shall be ninety cents ($___) of state funds for each one dollar ($1) of federal funds.

3. Notwithstanding any exchange rate made a part of this Agreement, regardless of modifications to the Sharing Agreement or current or future transportation bills, as set forth in Paragraph E above, the maximum funds that INDOT will retain from the IMPO's allocation in any given fiscal year shall not exceed an amount equal to ____ percent (__%) of funds available to the IMPO in State Fiscal Year 2025.

4. The IMPO agrees to require participating LPAs to provide local matching funds for each project phase being funded by the IMPO in amounts equal to: (i) at least twenty percent (20%) of the project phase cost, or (ii) equal to whatever matching funds percentage would have been required under federal law for the federal funding type for which an individual project would have been eligible, to accomplish the required match per I.C. 36-9-42.2-5(4).

5. The IMPO will award FFE funds to eligible entities for projects through the established IMPO Project Selection Process and will consider the factors listed in I.C. 36-9-42.2-7(b) before awarding exchanged funds to eligible entities for projects. The approval by the IMPO Policy Committee will constitute the final selection of projects to be funded under this agreement.

B. The IMPO expressly represents and warrants to INDOT that it is statutorily eligible to receive these FFE funds and that the information set forth in this Agreement is true, complete and accurate. The IMPO expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation in this Agreement.

C. The IMPO certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner,

key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the IMPO.

D. It is the intent of the PARTIES that the IMPO be ultimately responsible for ensuring that its administration of the Program complies with applicable state and local laws and regulations (including I.C. 36-9-42.2).

E. It is the intent of the PARTIES that the IMPO will execute a contract with its constituent local public agencies (LPA) awarded funds under this Agreement before any FFE funds are transferred to the LPA, making the LPA ultimately responsible for all aspects of their project or projects funded under the Program. Moreover, the contract will state that the LPA agrees that it will follow all applicable procedures, guidelines, standards, and specifications as well as sound engineering principles in the design and construction of all projects.

F. In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Agreement, the PARTIES understand that the IMPO will enter into binding contracts with its LPAs to carry out the responsibilities for projects under the Program. LPA contracts will at a minimum enumerate the following:

1. The LPA will prepare or cause to be prepared all required environmental document(s) or studies for each project in accordance with all pertinent state and federal laws, regulations, policies and guidance.

2. The LPA shall ensure that all contracts or procurements for work on all projects funded under the Program comply with all applicable state and local public purchasing laws and competitive bidding requirements (in accordance with I.C. 36-9-42.2-10). Further, in accordance with I.C. 36-9-42.2-5(6) and (7), professional services must be performed by an entity that is prequalified by INDOT, and award of all contracts for professional services that are paid with FFE funds must be made on the basis of competence and qualifications. Reasonable compensation for such contracts must be negotiated by the LPA following selection of project contractor.

3. The LPA shall complete all right-of-way acquisition, utility coordination, railroad coordination, and acquire the necessary permit(s) in accordance with applicable law.

4. The LPA shall let and award construction contracts for all projects funded under the Program according to applicable laws and rules.

5. The LPA shall provide competent and adequate engineering, testing, and inspection services to ensure the performance of work on each project funded under the Program is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders.

6. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the FFE funds allocated to the projects funded under the Program.

7. The LPA shall certify that it has verified the suspension and debarment status for all contractors and sub-contractors receiving funds under this agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO and the State if any

contractor or subcontractor becomes debarred or suspended, and shall, at the IMPO or State's request, take all steps required by the IMPO or the State to terminate its contractual relationship with the contractor or sub-contractor for work to be performed under this agreement.

8. The LPA shall agree to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

   (a) of the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

   (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

   (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

   (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

   The LPA shall also agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

   The LPA shall also agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

G. If the IMPO (or LPA) is required by the State Board of Accounts or the State Auditor to repay any portion of state funds exchanged under the terms of this Agreement for failure to comply with applicable laws, then the IMPO shall repay (or ensure that the responsible local public agency repays) to INDOT such sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the IMPO (or a local public agency)

which are not eligible for state funding shall be the sole obligation of the IMPO or local public agency.

4. Implementation of and Reporting on the Project.

To ensure compliance with the requirements of I.C. 36-9-42.2-9, the IMPO shall submit an annual report to INDOT by August 1 of each fiscal year, including a list with status on all projects developed or constructed utilizing FFE funds and an accounting of all funding associated with such projects.

5. Term. This Agreement shall be from the Effective Date through October 1, 2026. Unless otherwise provided herein, it may be extended upon the written agreement of the PARTIES and as permitted by state or federal laws governing this Agreement.

6. Project Monitoring by the State.

A. INDOT may conduct on-site or off-site monitoring reviews during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The IMPO shall extend its full cooperation and give full access to relevant documentation to INDOT or its authorized designees.

B. INDOT may assign a contact to any project prosecuted under the program to serve as a resource at the IMPO's or a local public agency's request. This contact will be available to consult with the IMPO or its local public agency partners on a project, but will not provide any formal review, approvals, guarantees or assurances, and INDOT will not be responsible for any aspect of work on any project

C. Upon request, INDOT shall have the option to access and to inspect all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.

7. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The IMPO shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost of administration of the program under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of termination of this Agreement, for inspection or audit by INDOT or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT.

B. The IMPO acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, et seq., and audit guidelines specified by the State.

C. The State considers the IMPO to be a "sub-recipient" for purposes of this Agreement. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Agreement the IMPO shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Agreement. Such audit is to be conducted by an

independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The IMPO is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Agreement and that such audit complies with 2 C.F.R. 200.500 , et seq.

D. For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the IMPO shall provide to the Indiana State Board of Accounts, all requested documentation in its possession necessary to audit the IMPO.

E. If the audit is conducted by an independent public or certified public accountant and not the Indiana State Board of Accounts, the IMPO shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

F. The audit shall be an audit of the actual entity, or distinct portion thereof that is the IMPO, and not of a parent, member, or subsidiary corporation of the IMPO, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

8. Compliance with Laws.

A. The IMPO shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the IMPO to determine whether the provisions of this Agreement require formal modification.

B. The IMPO and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the IMPO has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the IMPO shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement.** If the IMPO is not familiar with these ethical requirements, the IMPO should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the IMPO or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the IMPO. In addition, the IMPO may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The IMPO certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The IMPO agrees that any payments currently due to the State may be withheld from payments due to the IMPO. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the IMPO is current in its payments and has submitted proof of such payment to the State.

D. The IMPO warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the IMPO agrees that the State may suspend funding for the Program. If a valid dispute exists as to the IMPO's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the IMPO, the IMPO may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The IMPO warrants that participating LPAs and any contractors performing work in connection with the Program shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

F. The IMPO affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The IMPO and any principals of the IMPO certify that:

(A) the IMPO, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the IMPO will not violate the terms of IC § 24-4.7 for the duration of this Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The IMPO and any principals of the IMPO certify that an affiliate or principal of the IMPO and any agent acting on behalf of the IMPO or on behalf of an affiliate or principal of the IMPO, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Agreement even if IC § 24-4.7 is preempted by federal law.

9. Debarment and Suspension.

A. The IMPO certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the IMPO.

B. The IMPO certifies that participating LPAs will verify the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO and the State if any subcontractor becomes debarred or suspended, and shall, at the IMPO or State's request, take all steps required by the IMPO or State to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

10. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the IMPO hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. IMPO will give written notice to the State within ten (10) days after receiving actual notice that the IMPO, or an employee of the IMPO in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of payments, termination of the Agreement and/or debarment of funding opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of $25,000.00, the IMPO certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the IMPO's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the IMPO's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the IMPO of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification. As required by IC § 22-5-1.7, the IMPO hereby swears or affirms under the penalties of perjury that:

A. The IMPO has enrolled and is participating in the E-Verify program;

B. The IMPO has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The IMPO does not knowingly employ an unauthorized alien.

D. The IMPO shall require its contractors or LPAS who perform work under this Agreement to certify to IMPO that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The IMPO shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

12. Force Majeure. In the event either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

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

14. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be

canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

15. Governing Laws. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

16. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508.htm.

17. Insurance. The IMPO shall maintain insurance with coverages and in such amount as may be required by the State or as provided in this Agreement.

18. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the IMPO covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, sexual orientation, gender identity, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, IMPO certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The IMPO understands that the State is a recipient of federal funds, and therefore, where applicable, IMPO shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

19. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204
E-mail: KEATON-McKALIP@indot.IN.gov

B. Notices to the IMPO shall be sent to:

Indianapolis Metropolitan Planning Organization
Attention; Executive Director
200 East Washington Street, Suite 2322

Indianapolis, Indiana 46204
E-mail: Anna.Gremling@IndyMPO.org

As required by IC § 4-13-2-14.8, payments to the IMPO shall be made via electronic funds transfer in accordance with instructions filed by the IMPO with the Indiana Auditor of State.

20. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, below, (2) this Agreement, (3) Exhibits prepared by the State, and (4) Exhibits prepared by IMPO. All of the foregoing are incorporated fully herein by reference.

21. Termination. Unless prohibited by a statute or regulation relating to the Agreement, this Agreement may be terminated, by either party upon 180 days written notice if:

A. Adequate state funds will not be available under Federal Funds Exchange Program in a given state fiscal year; or
B. If a change in state of federal law would make continued performance of this Agreement unlawful; or
C. If the Governor finds that continued performance of this Agreement is not in the best interest of the State of Indiana.

Except as provided under Section 14 above, once programmed, funding under this Agreement may not be withdrawn for any phase of a project that has entered the IMPO's project development process (Program) as an FFE-funded project under this Agreement.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the IMPO, or that the undersigned is the properly authorized representative, agent, member or officer of the IMPO. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the IMPO, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the IMPO attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

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In Witness Whereof, the IMPO and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

[IMPO]

By: _____

_____
Name and Title, Printed
Date: _____

Approved by:
Indiana Department of Administration

By: _____(for)
Lesley A. Crane, Commissioner

Date:_____

APPROVED as to Form and Legality:
Office of the Attorney General

_____(for)
Curtis T. Hill, Jr., Attorney General

Date: _____

Approved by:
Indiana Office of Technology

By: _____ (for)
Dewand Neely, Chief Information Officer
Date: _____

[Indiana Agency]

By: _____

_____
Name and Title, Printed
Date: _____

Approved by:
State Budget Agency

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

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DRAFT 2/21/20 – CONFIDENTIAL, PRE-DECISIONAL, AND DELIBERATIVE – DO NOT REDISTRIBUTE

DRAFT

Memo

To: Indianapolis Regional Transportation Council

From: Nick Badman

Date: April 3, 2020

Re: Regional Bikeways Plan Scoring

The Regional Bikeways Plan is a resource that shows the present state of the region in terms of bikeway infrastructure and considers proposed bikeway facilities in local, county, and state plans. The Plan ranks projects based on scoring that was created with a combination of public input from surveys and public meetings, and staff recommendations. The scoring considers:

- **Connectivity**: connecting gaps, addressing barriers, increasing network coverage, and creating a more effective multi-modal network.

- **Economic Opportunity**: accounting for residents and employees served by the facility and educational facilities, recreational facilities, and restaurants.

- **Equity**: ensuring equitable access to the network by installing facilities near vulnerable populations, such as seniors, youth, minority, households in poverty, and zero-car households. Also ensuring that facilities connect to grocery stores and medical facilities.

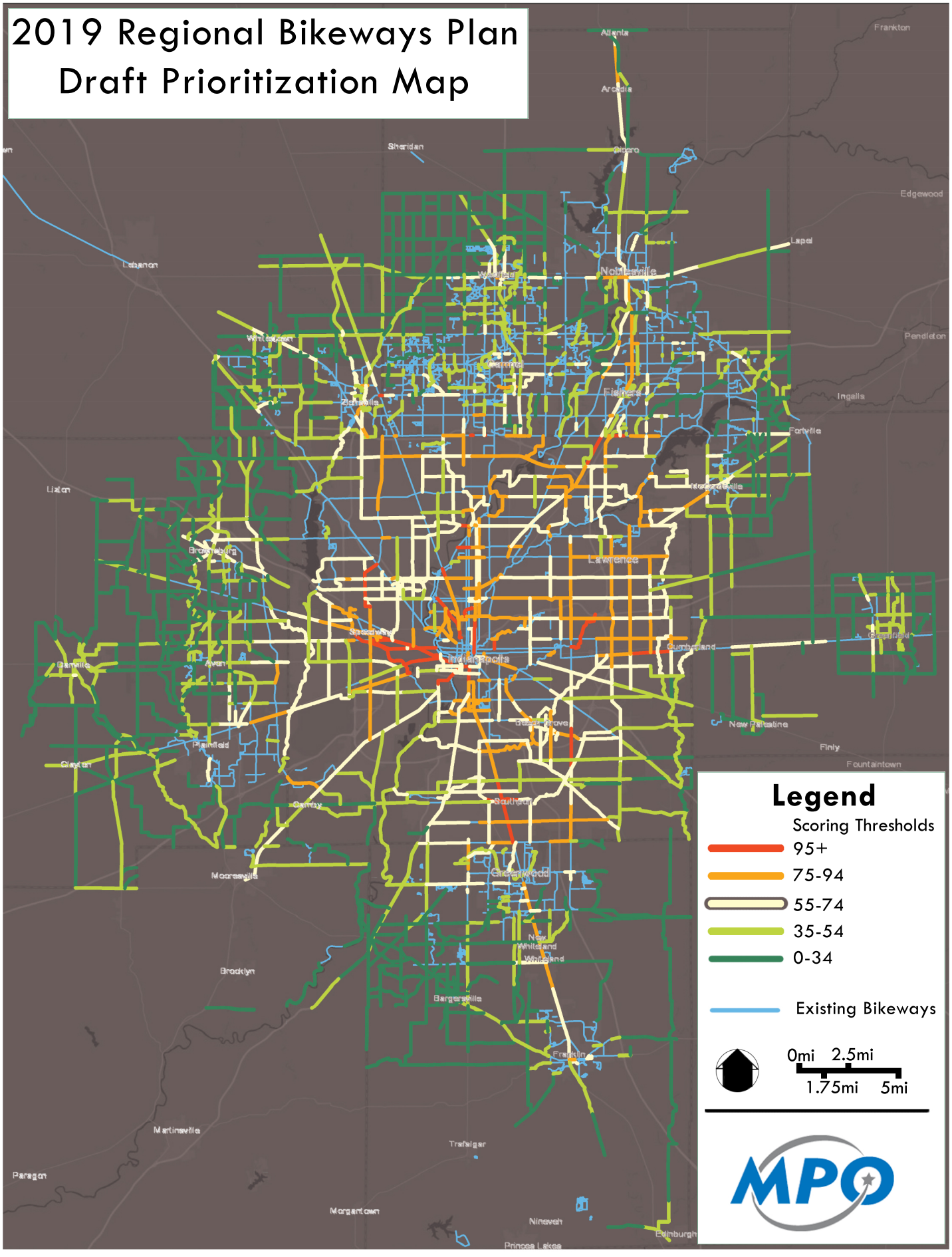
- **Regionalism**: assigning higher scores to facilities that have more regional impact based on the Arterial Bikeway System and those that connect multiple jurisdictions.

An online version of the map is available here. Both a color line version (default) and grayscale version (click the "Content" tab at the left and deselect color / select grayscale) are available. Clicking on an existing bikeway on the map will show its name; clicking on a proposed bikeway will show its score and rank out of all proposed bikeways. We will be asking for IRTC's feedback at the upcoming meeting.

MPO staff are seeking IRTC feedback regarding how the MPO might use this data-driven and publicly vetted scoring process. A process to amend the Regional Bikeways Plan between major updates is forthcoming.

If there are any questions, please reach out to Nick Badman via email at nicholas.badman@indympo.org or phone at 317-327-5431.

2019 Regional Bikeways Plan
Draft Prioritization Map



MEMORANDUM

TO: Indianapolis Regional Transportation Council

FROM: Anna Gremling, Executive Director, Indianapolis MPO

DATE: April 8, 2020

RE: Indianapolis MPO Human Resources Manual

As the Indianapolis MPO prepares to become an independent organization June 1st of this year, we have worked to put in place key elements critical to being self-sufficient, including the attached draft Human Resources Manual. Gregory and Appel, a well-respected local firm expert in the human resources field was hired to assist the MPO in developing the HR Manual.

With Gregory and Appel's assistance, the MPO developed a Human Resources Manual that was based on many of the policies of the City of Indianapolis that our employees have always worked under and are familiar with. The overall approach of this effort was to maintain most of what remained applicable to the MPO as a separate organization, yet also to simplify as much as appropriate and to improve upon the benefits and flexibility afforded by the City's manual. Important to this effort was to have policies that position the MPO to be competitive among our peers in attracting and retaining talent and more closely reflect the realities and expectations of today's job market. As part of this effort, the MPO included:

- Input from IRTC membership that reflects policies and benefits comparable to our members.
- Staff input at a retreat in summer 2019.
- Expert research of today's job market and industry standards.
- Revised job descriptions to reflect the current and evolving organizational structure of the MPO.

Much of what exists in the City of Indianapolis policy has been maintained with some notable changes. Attached is a summary of major elements and the differences or changes in the new Human Resources Manual. It should also be noted, that the IMPO will be incorporating additional sections to the Human Resources Manual that address future emergency situations similar to the current COVID-19 pandemic.

It is the intent of the MPO to have the approval of the IRTC Policy committee before June 1st depending the modifications now being made to the schedule. If you have any questions, please contact me or Steve Cunningham (steve.cunningham@indympo.org, 317-327-5403).

SUMMARY OF HR MANUAL CHANGES

Existing City of Indianapolis Policy	PROPOSED MPO Policy
Non-discrimination Policies	
Equal Employment Opportunity	Equal Employment Opportunity - maintain
Workplace Harassment	Workplace Harassment – added bullying
Americans with Disabilities Act	Americans with Disabilities Act – maintain
Requirements of Employment	
Residency Requirement	Residency Requirement - eliminated
Rehiring – 30 days	Rehiring – increased to 60 days
Telecommuting - n/a	Telecommuting - added
Health and Safety	
Safety Handbook	Safety and Accident Rule
Drug and Alcohol Free Workplace	Drug-Free Workplace and Substance Abuse
Prevention of Violence in the Workplace	Workplace Violence Prevention Policy
Compensation	
Hours of Work	Core Hours 9:00 AM to 3:30PM
40 hour work week	37.5 hour work week
Flextime - Departmental	Agency wide flextime within core hours added
Performance Management	Performance Management– closer tie to raises
Benefits	
FMLA	MPO FML - keeping concept with 6 weeks paid of 12
Short term disability – up to 400 hours	Short term disability - maintain
COBRA	COBRA - No Access to due to staff size
PERF	PERF – maintained for current members
HSA – employer contribution	HSA – maintained, possible contribution increase
Cell phone reimbursement – n/a	Cell phone reimbursement – added
Tuition reimbursement -	Tuition reimbursement – maintain
Group Health Insurance – health, dental, eye, etc.	Group Health Insurance – health, dental, eye, etc. – maintain
Holidays and Leave	
Paid holidays	Paid holidays – added 2 (N.Y eve & Pres. Day)
PTO accrual rate	PTO accrual rate – maintained
PTO carryover - 22 days	PTO carryover - increased to 25 days
Paid jury duty	Paid jury duty - maintain
School volunteer leave	School volunteer leave – maintain
Bereavement leave – days for immediate family	Bereavement leave – 3 days plus adding 1 day for extended family

Employee Manual

Indianapolis Metropolitan Planning Organization

A Guide for Our Employees

DRAFT

Last Updated on March 10, 2020

Acknowledgement of Receipt of the Indianapolis Metropolitan Planning MPO Employee Manual

I acknowledge that I have received a copy of the Indianapolis Metropolitan Planning (MPO) Organization Employee Manual ("Manual"). I understand that I am responsible for reading and abiding by all policies and procedures in this Manual, as well as all other policies and procedures of the MPO.

I also understand that the purpose of this Manual is to inform me of the IMPO's policies and procedures, and that it is not a contract of employment. Nothing in this Manual provides any entitlement to me or to any MPO employee, nor is it intended to create contractual obligations of any kind. I understand that the MPO has the right to change any provision of this Manual at any time and that I will be bound by any such changes.

_____ _____

Employee Signature *Date*

_____

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to the Management Team. Retain a second copy for your reference.

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Welcome

Welcome to the Indianapolis Metropolitan Planning Organization (MPO). We are happy to have you join our team of dedicated professionals.

The MPO is a regional planning agency whose members include nearly all cities, towns and counties in central Indiana. Not only are we the Federally designated Metropolitan Planning Organization for Central Indiana, but we also do work in economic development, land use, housing and water resources.

The MPO provides our employees with an excellent package of benefits and employee friendly policies intended to develop and retain top talent, while providing the citizens of central Indiana with excellent and efficient service. This Employee Manual provides an overview of the responsibilities of the MPO and the employee, as well as the MPO's human resources philosophy and policies. We wish you every success in your new job with us and hope you will quickly feel a part of our growing team.

Anna Gremling
Executive Director

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Introduction

This Employee Manual ("Manual") is a compilation of personnel policies, practices and procedures currently in effect at the Indianapolis Metropolitan Planning Organization ("MPO").

The Manual is designed to introduce you to the MPO, familiarize you with MPO policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Manual is not a contract of employment and does not create a contract of employment. The Metropolitan Planning Organization generally does not offer individual employees formal employment contracts with the MPO. This Manual does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period. The purpose of the Manual is simply to provide you with a convenient explanation of present policies and practices of the MPO. This Manual is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Management Team.

The MPO reserves the right to modify any of our policies and procedures, including those covered in this Manual, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

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General Employment Policies and Practices

Equal Employment Opportunity

The MPO is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the MPO's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Anti-Discrimination & Harassment.

Your Employment Relationship with the MPO

The Metropolitan Planning Organization generally does not offer individual employees a formal employment contract with the MPO. Employment is "at will," meaning that you or the MPO may end your employment at any time for any lawful reason.

This Employee Manual is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Manual should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Manual obligate you to continue your employment for a specific period. Unless you have entered into an employment agreement that supersedes this document, either you or the MPO may terminate the employment relationship at any time. The Manual does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of the MPO, other than the Executive Director or Deputy Director, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the Board Chair and the employee.

Recruitment and Hiring

The MPO's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made based on job-related criteria.

When positions become available, qualified current employees are welcome and encouraged to apply for the position. As openings occur, notices relating general information about the position are posted.

We encourage current employees to recruit new talent for the MPO.

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Employment Classifications

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than $455 per week who holds an administrative, professional, or management position. Certain outside salespeople and a few other job categories are also exempt.

Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions.

Full-Time Employees

Full-time employees are those who are regularly scheduled to work at least 37 1/2 hours per week that are not hired on a temporary basis.

Part-Time Employees

Part-time employees are those who are regularly scheduled to work fewer than 37 1/2 hours per week that are not hired on a temporary basis. Part-time employees are not eligible for MPO-paid benefits, except as required by law.

Temporary Employees

Temporary employees are hired for an interim period, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for MPO-paid benefits, except as required by law.

Intern

The goal of the MPO internship program is to provide students and other new entrants into the field with relevant work experience. Interns will work a flexible schedule to coordinate with their school or work schedule. Interns should have a strong interest in the field and or be seeking a degree in planning, public administration, management or policy, geography, engineering or another related field, or actively pursuing a related career. Interns are not eligible for the MPO paid benefits, except as required by law.

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Orientation and Training

To help you become familiar with the MPO and our way of doing things, the MPO will provide an orientation and training session within the first few days after you begin work. The content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the MPO may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees

The MPO complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the MPO is required by law to terminate your employment.

Hours of Work

The workweek is generally from Monday through Friday, with core work hours from 9:00 a.m. to 3:30 p.m. and office hours between 8:00 a.m. and 5:00 p.m.

Lunch Break

Lunch breaks are offered to full time employees. The length and schedule for lunch breaks are to be coordinated with and approved by the employee's supervisor.

Breaks

Rest breaks are to be no longer than 15 minutes. You are not required to take a break, but we encourage it for your health and well-being. Breaks are offered 2 times a day for full time employees who work 6 hours or more daily. They are offered only once a day for part time employees who work 5 hours or less daily. Rest breaks are on the clock, meaning you don't have to clock-out for a rest break.

Flex Time

The MPO recognizes that many employees need flexibility in work schedules in order to meet childcare and other needs. Within the structure of the core hours, you may schedule your thirty-seven and a half (37.5) hour workweek as you choose, if the nature of your job permits such flexibility and your supervisor approves your schedule. Flexibility outside of the core work hours is at the discretion of the management team.

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Telecommuting

The MPO also offers employees the opportunity to telecommute within a framework that is fair, efficient and allows employees flexibility, while maintaining exceptionally high professional standards and positively impacting the MPO's service to its Planning Partners, products and reputation.

The employee must make an official request to their supervisor to participate in the Telecommuting Policy. The supervisor, if they deem it appropriate, will complete and submit a **Telecommuting Request Form** to the Executive Director. The decision to approve or deny the request will be at the discretion of the Executive Director. If approved, a **Telecommuting Agreement** must be signed by the employee, their immediate supervisor and the Executive Director that details the specifics of the Telecommuting arrangement for that employee.

The Telecommuting Agreement specifies the conditions applicable to an arrangement for performing work from a home office on a regular basis. Employee agrees to participate in telecommuting and to adhere to applicable procedures and policies as established in the Telecommuting Agreement. In addition, Employee agrees that the Employer will not be held responsible for costs, damages or losses resulting from the cessation of participating in the telecommuting program. The Telecommuting Agreement is between the employee, their supervisor and the Executive Director and can be terminated at any time by the Executive Director.

Overtime Hours

Because of the nature of our business, your job may periodically require overtime work. If the MPO requires that you work overtime, we will give you as much advance notice as possible. You may not work overtime hours without prior approval by your immediate supervisor or the designated manager. Violations of these policies may subject an employee to corrective action, up to and including termination of employment.

Compensatory Time

Because of the nature of our business, your job may periodically require work beyond the regularly scheduled work week. Compensatory time is available to exempt employees and will be approved and tracked on a case-by-case basis by the employee's supervisor or the Executive Director.

Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. The MPO recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including termination. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and

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can have a negative impact on the success of the MPO.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Please note that some, but not all, absences are compensated under the MPO's leave policies.

You are expected to be at your workstation or worksite at the beginning of each business day. If you are delayed, you must call or text your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including termination.

Inclement Weather

The MPO is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by the Executive Director. There may be times when the MPO will delay opening, and on rare occasions, may have to close. The office will close or delay start when the City of Indianapolis City-County Building is closed or delayed. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the MPO's facilities are closed by the MPO or the government, employees will be paid for the day. If the MPO's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) paid time off or (2) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the MPO to close before 5 p.m., you will be compensated as if you had worked to the end of your regularly scheduled hours for that day.

Dress Code and Public Image

As an employee of the MPO, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you always act in a professional manner and extend the highest courtesy to co-workers, visitors, customers, vendors

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and clients.

The current MPO dress code is business casual. Please keep in mind, however, that the MPO is a professional business office, where elected officials and others may visit.

- Casual shirts: All shirts with collars, business casual crewneck or V-neck shirts, blouses, and golf and polo shirts. Examples of inappropriate shirts include T-shirts, shirts with inappropriate slogans, tank tops, muscle shirts, camouflage and crop tops.
- Pants: Casual slacks and trousers and jeans without holes, frays, etc. Examples of inappropriate pants include shorts, camouflage, and pants worn below the waist or hip line.
- Footwear: Casual slip-on or tie shoes, dress sandals, and clean athletic shoes.

Generally, clean, neat clothing is acceptable. As always, please use common sense in your choice of business attire.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the MPO's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and generally free of items that are not required to perform your job or inappropriate.

Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a personal computer, tablets, projectors, a printer, and access to our central computers and servers. This equipment is the property of the MPO and cannot be removed from the office without prior approval from your supervisor. The MPO expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Personnel Records

It is always important that the MPO maintain accurate personnel records. You are responsible for notifying your immediate supervisor, the office manager or the Management Team of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly notifying the MPO of

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such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Performance Reviews and Salary Reviews

An employee's first performance review will take place after the first 3 months with the MPO. Thereafter, performance reviews will normally be conducted at a minimum annually. Additional or more frequent reviews are encouraged. All performance reviews will be completed in writing by your supervisor or manager on the form or on-line system designated by the MPO and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with MPO employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the MPO at its discretion in consideration of various factors, including your performance review.

Internet Access

The MPO's email system and internet access may not be used for non-business-related purposes without prior authorization. In no event will an employee be allowed to transmit, retrieve or store any information which may violate applicable copyright laws, or which may be prohibited from using the MPO's email system or Internet access in a manner inconsistent with the Information Services Agency (ISA) Acceptable Use Policy.

Right to Monitor

The MPO email and Internet system is always the property of the MPO. By accessing the Internet and email services through facilities provided by the MPO, you acknowledge that the MPO (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the MPO uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

All information is subject to public scrutiny.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the MPO.

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Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and MPO policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Email

The email system is the property of the MPO. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the MPO.

The MPO email system is MPO property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using MPO hardware and software.

Electronic mail is like any other form of MPO communication and may not be used for harassment or other unlawful purposes. Your email account is an MPO-provided privilege and is MPO property. Remember that when you send email from the MPO domain, you represent the MPO whether your message is business-related or personal.

Confidentiality of Electronic Mail

All emails are subject to the Freedom of Information Act and the Indiana Access to Public Records Act. As noted above, electronic mail is always subject to monitoring, and the release of specific information is subject to applicable laws and MPO rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media

The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the MPO, as well as any other form of electronic communication. The same principles and guidelines found in the MPO rules, policies, and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the MPO’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated

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and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

Employee Privacy

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data ("Personal Information") which we collect from you is important to us. It is equally important that you understand how we handle this data. The MPO will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

Collection of Information

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the MPO, and those required by governmental agencies.

Use of the Information Collected

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- Human Resources Management. We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- Business Processes and Management. Personal Information is used to run our business operations including, for example, scheduling work assignments, managing MPO assets, reporting and/or releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- Safety and Security Management. We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- Communication and Identification. We use your Personal Information to identify you and to communicate with you.

Limited Disclosure

The MPO acts to protect your Personal Information and ensure that unauthorized

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individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

Security of Personal Information
We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the MPO.

The MPO will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or the Management Team. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager, or the Management Team.

Telephones

Access to the MPO telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the MPO's mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell

phones during work hours is only allowed for pictures and videos for your job-related needs. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The MPO's telephone system is always the property of the MPO. By accessing the telephone system through facilities provided by the MPO, you acknowledge that the MPO has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The MPO prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking is always strictly prohibited inside any MPO building or within 8 feet (or as posted) of the public entrance to any worksite.

Drug-Free Workplace

The MPO takes the problem of drug and alcohol abuse seriously and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently.

Substance Abuse

The MPO recognizes alcohol and drug abuse as potential health, safety and security problems. The MPO expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or termination.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution, or purchase of illicit drugs, alcohol, or other intoxicants, as well as the misuse of prescription drugs on MPO premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly always encourage you to behave responsibly and appropriately. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You

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may inform your immediate supervisor, designated manager, or the Management Team for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the MPO's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the MPO.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Safety and Accident Rules

Safety is a joint venture at the MPO. We strive to provide a clean, hazard-free, healthy, safe environment in which to work, and we make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the MPO, and you are expected to take an active part in maintaining this hazard-free environment. You must observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get injured while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the MPO's safety and accident rules may result in disciplinary action, up to and including termination.

Workplace Violence Prevention Policy

As stated above, the MPO is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.
Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible

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for helping to create an environment of mutual respect as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

Promotions

To match you with the job for which you are most suited and/or to meet the business and operational needs of the MPO, you may be transferred from your current job. This may be either at your request or as a result of a decision by the MPO.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons. Temporary transfers may be made at the discretion of the MPO management.

Most job openings that are intended to be filled from within the MPO will be posted in the MPOs HRIS system.

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Anti-Discrimination & Harassment

Discrimination Is Prohibited

The MPO is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the MPO's employees to perform their job duties.

The MPO makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or the Management Team. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. The ADA does not alter the MPO's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of MPO policy, the MPO prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position

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held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the MPO in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or the Management Team. On receipt of your request we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the MPO does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the MPO does not have to provide an accommodation if doing so would cause undue hardship to the MPO.

Nursing Mothers

The MPO will provide reasonable paid break time each day to an employee who need to express breast milk for the employee's child. The MPO will provide a place, other than a bathroom, that is shielded from view and free from intrusion from others, which may be used by the employee to express breast milk. To the extent possible, lactation breaks will be taken at the same time as any breaks already offered to the employee. The MPO will make reasonable efforts to provide a refrigerator or other cold storage space for keeping milk that has been expressed.

Workplace Bullying

Objective

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

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

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

Such behavior violates the MPO's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

Examples
The MPO considers the following types of behavior examples of bullying:

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

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

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself of herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.

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- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

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

Workplace Harassment

The MPO is committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, the MPO has adopted a policy of "zero tolerance" regarding employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability, or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients, or customers, whether at work or outside of work, is grounds for disciplinary action up to and including immediate termination. The MPO will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly, and impartially investigated, and resolved appropriately. The MPO will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual

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advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. MPO policy further prohibits harassment and discrimination based on sex stereotyping. Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female. The MPO encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or a member of the Management Team.

Supervisors' Responsibilities

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.
- Make sure the Management Team is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or the Management Team. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Executive Director. The MPO takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the MPO.

The MPO prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate,

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educate, or act in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged "harasser" will be informed of the determination. Where appropriate, the "harasser" and the "victim" may be offered mediation or counseling through an employee assistance program (EAP).

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the MPO will act promptly to eliminate the offending conduct and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as the MPO deems appropriate under the circumstances and in accordance with applicable law.

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Compensation

Payroll Practices

Employees are paid bi-weekly every other Friday.

Salary Deductions and Withholding

The MPO will withhold the following from your paycheck:

Taxes

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Direct Deposit

You must have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by your immediate supervisor, office manager, or the Management Team.

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Benefits

General

This section describes the benefits provided by the MPO and information on your eligibility for benefits. Details regarding each benefit plan are contained in the MPO's Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal Summary Plan Descriptions or other legal documents, which are available for your review.

Employees meeting the eligibility criteria for benefits may participate in the various insurance programs offered by the MPO. You may review the eligibility criteria for each benefit in the Company's Benefit Booklet and/or the Summary Plan Description for the particular benefit. Periodically there will be an Open Enrollment period (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

Medical Insurance

The MPO offers medical insurance to all eligible employees. Details of the plan(s) may be found in the benefit booklets. This Manual does not constitute such a legal document. The MPO offers medical coverage for eligible employees and their eligible dependents. Your Summary Plan Description (SPD) contains more details. In the event of any conflict between the information contained in this Manual and in the MPO's SPDs, the SPDs shall govern. The plan(s) is subject to change at the MPO's discretion.

Employee Contributions

The MPO's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the MPO. Your contributory cost is deducted from your paycheck.

Health Care Flexible Spending Account (FSA)

The MPO offers a health care Flexible Spending Account (FSA) that eligible employees can use to pay for certain out-of-pocket health care costs. Please refer to the health care FSA Summary Plan Description for an explanation of benefits and limitations.

Health Savings Account (HSA) Contributions

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The MPO contributes to a Health Savings Account (HSA) for eligible employees that are enrolled in a high deductible health plan. Eligible employees can use HSA funds to pay for qualified medical expenses. Please refer to the HSA Summary Plan Description for an explanation of benefits and limitations.

Dental Insurance

The MPO offers dental insurance to all eligible employees. Details of the plan(s) may be found in the benefit booklets. This Manual does not constitute such a legal document. The MPO offers dental coverage for eligible employees and their eligible dependents. Your Summary Plan Description (SPD) contains more details. In the event of any conflict between the information contained in this Manual and in the MPO's SPDs, the SPDs shall govern. The plan(s) is subject to change at the MPO's discretion.

Vision Insurance

The MPO offers vision insurance to all eligible employees. Details of the plan(s) may be found in the benefit booklets. This Manual does not constitute such a legal document. The MPO offers vision coverage for eligible employees and their eligible dependents. Your Summary Plan Description (SPD) contains more details. In the event of any conflict between the information contained in this Manual and in the MPO's SPDs, the SPDs shall govern. The plan(s) is subject to change at the MPO's discretion.

Short-Term Disability Plan (STD)

A short-term disability plan is provided for eligible employees. The benefit replaces a portion of your regular salary for the duration your physician states you are unable to perform your essential job duties due to your own injury or illness that is not work-related. Please refer to the STD Summary Plan Description for an explanation of the plan benefits and limitations.

Long-Term Disability Plan (LTD)

Long-term disability coverage is a voluntary benefit that may be made available to employees. This benefit would pay a portion of your regular salary for an extended period. LTD is employee specific. If you elect this type of coverage, please refer to the LTD Summary Plan Description for an explanation of the plan benefits and limitations.

Life Insurance

Eligible employees are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. The MPO pays the premium for this program. The face value of this benefit is equal to $50,000. For details, please refer to the plan SPD.

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Supplemental Life Insurance

Eligible employees may purchase supplemental life insurance for themselves at group rates. Supplemental life insurance is a voluntary benefit and is employee specific. Enrollees should refer to the plan SPD for eligibility requirements, plan limitations, and additional information.

Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the MPO and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to the Management Team. This ensures that the MPO can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to The Management Team.

Other Benefits

Retirement

The MPO will offer employees the Indiana Public Retirement System (INPRS). Additional details are forthcoming.

Tuition Reimbursement

This policy applies to all full-time employees who have been employed by the MPO for at least 12-months, prior to the date of application. The MPO will reimburse up to 75% of the cost of tuition and 100% of the cost of textbooks. Approval is dependant on available budgetary funding. Employees must pass undergraduate and graduate course work with a grade of "C" or better, or its equivalent. Failure to do so will result in reimbursement being denied.

Only full semester courses offered through a degree-granting institution that is accredited will be considered for tuition reimbursement. If classes interfere with an employee's job responsibilities/duties the employee must seek approval from the Management Team. An employee who quits or is terminated from employment before completing a class will not be eligible for reimbursement benefits. The completion of a course of study does not obligate the MPO to reward such completion by promotion, transfer, reassignment and/or salary increase.

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Cellular Phone Reimbursement

The MPO will reimburse employees up to $100 per month for cellular phone service. This reimbursement is available for employees who regularly use their cell phone for business purposes. Please contact a member of the Management Team if you need clarification.

Mileage Reimbursement

Employees that engage in business-related travel are eligible for the standard mileage reimbursement if the travel is properly documented in the designated system for expense reimbursement. The standard mileage reimbursement, set by the IRS, includes the costs of operating an automobile such as depreciation, maintenance, repairs, tires, gasoline, oil, insurance, taxes, and vehicle registration fees. Normal personal commuting costs are not eligible for reimbursement.

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Holidays, Vacation and Other Leave

Holiday Pay

Full-time employees are excused from work and receive regular pay for the MPO's paid holidays. Paid holidays are eight hours, regardless of any participation in a voluntary flextime schedule.

Part-time employees are compensated only for the hours of the holiday they normally would be scheduled to work up to a maximum of eight hours per day.

Temporary/Seasonal/Interns – are not eligible for holiday pay.

The following are the MPO's paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Election Days (based on City of Indianapolis election schedule)
- Thanksgiving Day and Day After Thanksgiving
- Christmas Eve and Christmas Day
- New Year's Eve

Paid Time Off (PTO)

Rather than allocating employees separate amounts of time off for sick, vacation, and personal days, the MPO provides Paid Time Off (PTO) to give employees greater flexibility to meet their personal needs. Eligible employees will accrue PTO hours each year to use however they want, up to a certain amount each year. The amount of PTO earned will depend on your length of service with the MPO. The MPO may require you to use any accrued PTO during unpaid family and medical leave, or any other leave of absence, subject to applicable laws and regulations.

Please note that this policy does not replace the MPO's holiday schedule and employees will continue to have designated paid holidays each year in accordance with this section. In addition, the Management Team encourages all employees to manage their PTO in such a way that provides for unexpected or unplanned leave and avoids unpaid time off.

PTO Eligibility & Accrual

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Employees begin accruing PTO when they first begin work for the MPO. Employees may use their PTO at any time after the first 1st of the month following date of hire of employment.

Full-time employees earn PTO as follows:

Years of Service	Time Off	Accrual Per Month
Less than 5 years	22 days/ 176 hours	14.66 hours
5-10 years	27 days/ 216 hours	18 hours
10-15 years	32 days/ 256 hours	21.33 hours
15+ years	37 days/ 296 hours	24.66 hours

PTO Maximum
Employees may generally carry over PTO from one year to the next to a maximum of 25 days/200 hours.

Procedure
Requests for PTO should be submitted to your supervisor as soon as practicable. PTO requests are approved by your immediate supervisor and are granted on a first-come, first-served basis. In the event of a conflict in PTO requests, your supervisor will consider the MPO's staffing needs during the relevant period, as well as the length of service with the MPO of the employees involved.

Education Flextime

A full-time employee who is the parent, guardian or custodian of a child enrolled in school may use flextime to attend a parent-teacher conference or school related activity at his/her child's school.

The Management Team must approve time off, which will be approved based on outstanding workload.

A non-exempt employee must notify the management team when they will make up their hours within the same week.

School Volunteer Leave

The MPO recognizes that parental involvement is vital to our children's education and further recognizes that MPO employees can make significant contributions to education. Each full-time employee of the MPO is eligible for up to 16 hours of paid-school volunteer leave per year to voluntarily participate in activities for the benefit of a public school, school corporation, or other school exempt from federal income taxation under section 501 c (3) of the Internal Revenue Code.

- Must be taken in 2-hour increments

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- Must request time at least 7-days in advance
- You may take 8-hours between January- June and 8-hours between June and December

Bereavement Leave

Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouses, domestic partners, children, parents, parents-in-law, grandparent, brothers or sisters, and brothers-in-law or sisters-in-law. You are allowed one (1) day of paid leave in the event of the death of an extended family member. Extended family includes aunts and uncles, and other more distant relatives.

Family and Medical Leave

Although the MPO is not required to offer the federal Family and Medical Leave Act (FMLA), we have chosen to offer a similar benefit referred to as FML. The MPO's FML allows certain employees to take up to 12 weeks (6 weeks paid and 6 weeks unpaid) of leave per year for the serious health condition of the employee or an immediate family member, or for childbirth or adoption. An employee who assumes the role of caring for a child is also entitled to receive parental rights to family leave, regardless of the legal or biological relationship. Either day-to-day care or financial support may establish a parental relationship when the employee intends to assume the responsibilities of a parent regarding a child. Please contact the Management Team for assistance in completing the appropriate forms for the leave. Any paid leave that you have accrued may be counted as part of your FML leave.

To take FML leave, you must provide the MPO with appropriate notice. If you know in advance that you will need FML leave, you must notify the Management Team at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next workday). When you need FML leave unexpectedly (for example, if a family member is injured in an accident), you must inform the Management Team as soon as you can.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, National Guard, state militia and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to the MPO for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued time off (paid or unpaid) while performing military duty.

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Military Family Leave

In addition, spouses, parents, grandparents, children or siblings of a person who is ordered to full-time service on active duty orders in the U.S. Armed Forces or the National Guard for a period that exceeds 89 consecutive calendar days are entitled to up to 10 days of unpaid leave per calendar year during one or more of the following periods:

- During the 30 days before active duty orders are in effect;
- During a period in which the person ordered to active duty is on leave while active duty orders are in effect; or
- During the 30 days after the active duty orders are terminated.

To be eligible for military family leave, the family member employee must have been employed by the MPO for at least 12 months, and must have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins.

Eligible employees must provide at least 30 days' notice before the date on which he or she intends to begin military family leave unless the active duty orders are issued less than 30 days before the date the requested leave is to begin.

Military Caregiver Leave

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill service member or veteran. A "serious illness or injury" is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give the MPO at least 30 days' notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been

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notified of an impending call to) “covered active duty” in the Armed Forces. (“Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as childcare or financial and legal arrangements necessitated by the deployment of the family member.

Jury Duty & Witness Appearance

Time off with pay shall be granted to an employee who is summoned for jury duty or as a witness in any court.

No employee may receive judicial leave in any proceeding in which he/she is a party, has a monetary interest, or serves as a paid expert witness, unless the employee is the victim in a criminal proceeding. At the discretion of the supervisor, however, an employee may use accrued leave benefits in such instances.

Payment of a material witness fee does not change an employee’s status as a non-paid witness.

A member of the management team has the right to request verification. Temporary, part-time and interns do not receive paid time off for judicial leave.

Miscellaneous

Leaving the MPO

If you wish to resign your employment with the MPO, we request that you notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

You will be paid for accrued but unused time off as part of your last paycheck.

The MPO asks all employees to participate in an exit interview with the Executive Director or HR Consultant prior to leaving the MPO. This provides an opportunity to return parking passes, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the MPO in good standing, you may be considered for reemployment later. However, in the case of rehiring, the MPO may consider you to be a new employee with respect to time off, benefits, and seniority. If you terminated your employment with the

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MPO less than two months prior to making application for reemployment and had been an employee for at least two years, some time off, benefits and seniority may be restored at the discretion of the Management Team.

Code of Ethics & Business Conduct

Metropolitan Planning Organization conducts its business fairly, impartially, in an ethical and proper manner, and in compliance with all laws and regulations.

(1) The MPO is committed to conducting its business with integrity underlying all relationships. The highest standards of ethical business conduct are required of employees in performance of their responsibilities. Employees will not engage in conduct or activity that may raise questions as to The MPO's honesty, impartiality or reputation or otherwise cause embarrassment to The MPO. Employees will avoid any action, whether specifically prohibited in the personnel policies, which might result in or reasonably be expected to create an appearance of:

- Using public office or public position for private gain
- Giving preferential treatment to any person or entity
- Losing impartiality
- Unethical or fraudulent conduct
- Adversely affecting the confidence of the public in the integrity of The MPO

(2) Every employee has the responsibility to ask questions, seek guidance, report suspected violations and express concerns regarding compliance with this policy. The MPO will communicate to employees its commitment to integrity and uncompromising values. The MPO will inform employees of policies and procedures regarding ethical business conduct and assist them in resolving questions and in reporting suspected violations. Retaliation against employees who use these reporting mechanisms to raise genuine concerns will not be tolerated.

(3) The MPO is responsible for providing policy guidance and issuing procedures to assist employees in complying with expectations of ethical business conduct and uncompromising values. This policy constitutes the standards of ethical business conduct required of all employees. Supervisors are responsible for supporting the implementation and monitoring compliance.

Conflict of Interest

The Metropolitan Planning Organization strives to provide the best service to our stakeholders, and we require the full attention and efforts of our talented employees, directors, and board members. To this end, the MPO focuses on shared values, purpose and vision. The MPO complies with all applicable fair employment practices

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and regulations and does not discriminate in its enforcement of this and other workplace policies.

All employees, directors and officers are asked to disclose possible conflicts to the Executive Director. The MPO considers employment outside and individual's position with the organization permissible if it:

- Does not interfere, compete or conflict with the MPO's interest, and
- Does not diminish the responsibilities to meet all related responsibilities and demands of his or her role with the Metropolitan Planning Organization

Political Activity Involvement

- An employee shall not engage in political activity while on MPO time or with MPO resources. No employee may request or compel political activity by a person under threat or promise of official action or inaction.
- It is NOT a violation of the code of conduct to encourage an employee to work the polls in an official position on election day.

Gift and Entertainment Policy

All directors, board members and staff shall avoid the receipt of payments, gifts, entertainment or other favors which go beyond common courtesy, or are not usually associated with accepted business practice and, therefore, might be regarded as placing them under some obligation to a third party dealing or desiring to deal with the MPO.

Whistle Blower/ Complaint Resolution

In keeping with the policy of maintaining the highest standards of conduct and ethics, MPO will investigate complaints of suspected fraudulent or dishonest use or misuse of its resources or property by staff, board members, consultants, or volunteers.

MPO will also investigate complaints concerning its programs and services. Staff, board members, consultants, volunteers, and community members are encouraged to report suspected fraudulent or dishonest conduct or problems with services provided, pursuant to the procedures set forth below.

This policy supplements, and does not replace, any procedures required by law, regulation, or funding source requirements.

Reporting
A person's concerns about possible fraudulent or dishonest use or misuse of resources or property, or program operation, should be reported: to the MPO's management team (if an employee or volunteer); to the Chairperson of the MPO Board of Directors (if a board member); to the MPO Executive Director (if a client or community member).

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If, for any reason, a person finds it difficult to report his or her concerns to such person, they may report the concerns directly to the Chairperson of the MPO Board of Directors. Alternately, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to one of the individuals listed above.

Investigation
All relevant matters, including suspected but unproved matters, will be promptly reviewed and analyzed, with documentation of the receipt, retention, investigation, and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings may be communicated to the reporting person and his or her supervisor, if appropriate. Investigations may be conducted by independent persons such as auditors and/or attorneys. Investigators will endeavor to maintain appropriate confidentiality, but confidentiality is not guaranteed.

No Retaliation
No director, manager, employee, volunteer, or board member who in good faith reports suspected fraudulent or dishonest use or misuse of its resources or property or complaints concerning the services it provides and programs MPO runs shall suffer harassment, retaliation, or adverse employment or other consequence.

An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower/ Complaint Resolution Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization. The Policy is in addition to any non-retaliation requirements contained in the MPO Personnel Policies or required by law.

This protection from retaliation is not intended to prohibit supervisors from acting, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action in accordance with the MPO Personnel Policies.

Separation of Employment

Voluntary Terminations
A voluntary termination of employment occurs when an employee submits a written or verbal notice of resignation, including intent to retire, to his or her supervisor or when an employee is absent from work for three consecutive workdays and fails to contact his or her supervisor (job abandonment).

Procedures

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1. Employees are requested to provide a minimum of two weeks' notice of their intention to separate employment. The employee should provide a written resignation notification to his or her manager.
2. Upon receipt of an employee's resignation, the manager will notify the Management Team by sending a copy of the resignation letter and any other pertinent information (e.g., employee's reason for leaving, last day of work).
3. The Executive Director will coordinate the employee's departure from the organization with the manager. This process will include the employee's returning all MPO property, a review of the employee's post-termination benefits status and the employee's completion of an exit interview.

Involuntary Terminations
An involuntary termination of employment, including a layoff of over 30 days, is a management-initiated dismissal with or without cause.

Procedures
1. Before any action is taken to involuntarily discharge an employee, the employee's manager must request a review by the Executive Director.
2. The Executive Director will be responsible for reviewing the circumstances and determining if discharge is warranted. If discharge is warranted, the employee's manager and The Executive Director will notify the employee. The employee's manager should complete an employee change form and notify payroll of the last day worked by the employee.

Death of an Employee
A termination due to the death of an employee will be made effective as of the date of death.

Procedures
1. Upon receiving notification of the death of an employee, the employee's manager should immediately notify The Executive Director.
2. The Executive Director will process all appropriate beneficiary payments from the various benefits plans.
3. The employee's manager should ensure that payroll receives the deceased employee's timecard.

Final Pay
An employee who resigns or is discharged will be paid through the last day of work, plus any unused vacation, less outstanding loans, advances or other agreements the employee may have with the MPO, in compliance with state laws. In cases of an employee's death, the final pay due to that employee will be paid via direct deposit to the employees account on file or as otherwise required under state law.

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Health Insurance
Medical, dental and vision insurance coverage terminates on the last day of the month the employee separates employment or is terminated. An employee will be required to pay his or her share of insurance premiums through the end of the month. **COBRA is not offered based on MPO's group size.**

Return of Property
Employees must return all MPO property at the time of separation, including uniforms, cellphones, keys, laptops and identification cards. Failure to return some items may result in deductions from the employee's final paycheck where state law allows. An employee will be required to sign a wage deduction authorization to deduct the costs of such items from the final paycheck. In some circumstances, The MPO may pursue criminal charges for failure to return MPO property.

Exit Interview
The Executive Director or HR Consultant will contact an employee who voluntarily resigns to schedule an exit interview on the employee's last day of work.

Eligibility for Rehire
Employees who leave MPO in good standing with proper notice may be considered for rehire. Former employees must follow the normal application and hiring processes and must meet all minimum qualifications and requirements of the position, including any required qualifying exam. Rehired employees will not retain previous tenure when calculating longevity, leave accruals or any other benefits, unless required by law. However, if you terminated your employment with the MPO less than two months prior to making application for reemployment and had been an employee for at least two years, some time off, benefits and seniority may be restored at the discretion of the Management Team.

Employees who are involuntarily terminated by MPO for cause or who resign in lieu of termination are ineligible for rehire. In addition, employees who resign without providing adequate notice or who abandon their job will not be considered for rehire.

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Memo

To: **IRTC**

From: Rose Scovel, AICP

Date: March 5, 2020

Re: MPO Employee Retirement Plan Recommendations

IRTC Members:

Following separation from the City of Indianapolis the Indianapolis Metropolitan Planning Organization (MPO) will need to offer retirement benefits for the MPO staff. These are the recommendations for consideration:

1. Participate in the Indiana Public Employee's Retirement Fund (PERF).
2. Offer the PERF Hybrid program to employees with an initial hire date with the City of Indianapolis/Indianapolis MPO prior to January 1, 2017. Offer the PERF MyChoice: Retirement Savings Plan to employees with an initial hire date on or after January 1, 2017. New employees with prior PERF Hybrid plans may enroll in PERF Hybrid.
3. New employees are automatically enrolled in the MyChoice: Retirement Savings Plan. New employees with prior PERF Hybrid who wish to elect Hybrid must enroll within 60 days of hire or they will be automatically enrolled in MyChoice.
4. The Indianapolis MPO pay all of the mandatory (3%) contribution for employees.
5. That the mandatory contribution be considered "New Money Pick-Up."
6. The contribution rate based on salary be 0%.
7. The matching rate be 0%.
8. Active participate shall begin on June 1, 2020.
9. That the employees participating be merged without liability.

The IRTC will need to adopt a resolution in the form provided by the Indiana Public Retirement System (INPRS) that codifies the elections made by the IRTC. The resolution will need to include the additional information about the positions included in each fund/plan. Sample language for that exhibit is attached.

If you have additional questions, please feel free to call me at 317.327.7599 or email Rose.Scovel@indympo.org.

Exhibit A

Indianapolis Metropolitan Planning Organization
Public Employees' Retirement Fund (PERF) Coverage by Employee Classification

- ASA Only for all employees:
  - With an employment start date after January 1, 2017; and
  - Who would have otherwise been eligible for PERF Hybrid beginning January 1, 2017

- PERF Hybrid or ASA Only, a choice between the Fund and the Plan, for employees:
  - With an employment start date after January 1, 2017; and
  - Who were previously employed in a PERF Hybrid eligible position with another agency

- PERF Hybrid:
  - Continued membership for all current employees currently enrolled in PERF Hybrid until termination of employment

INPRS
INDIANA PUBLIC RETIREMENT SYSTEM

Which option is right for you?
For Local Government Employees

As a new employee entering into PERF-covered employment, you may have a choice between two retirement plan options. Your employer can confirm if this choice is available to you. You will receive a PIN number with instructions on how to access your online account in order to make an election. If you do not make a choice, you will default to the plan your employer chooses. Your choice, or default is irrevocable. For more information about your options, visit www.in.gov/inprs/hybridvsmychoice.htm.

Plan Type	PERF Hybrid Defined Contribution Account (DC) and Defined Benefit (DB)	My Choice: Retirement Savings Plan
Election	60 days to choose this plan	60 days to choose this plan
Contributions	Mandatory 3% of gross wages/May elect to make post-tax voluntary contributions not to exceed 10 percent of gross wages*	
	0-4.2 percent for participating employers**	
Vesting	For mandatory contributions (3% of gross wages): 100% vesting from date of hire	
	DB: 10 years of service	Employer Contribution: 20 percent vesting increase for every full year of participation up to 5 years
	DB: Available upon separation of employment and age and service requirements: ■ age 50 to 59 and 15 years of service ■ age 55 and 30 years of service (Rule of 85) ■ age 60 and 15 years of service ■ age 65 and 10 years of service ■ age 70 and 20 years of service***	Employer Contribution: Available upon separation of employment and based on full years of participation: 1 year = 20% 2 years = 40% 3 years = 60% 4 years = 80% 5 years = 100%
Retirement Options	DB is a lifetime monthly retirement benefit that can be taken by itself. The DC is available as a lump sum, a direct rollover to another plan or combined with your DB for a larger monthly benefit.	Available as a lump sum, direct rollover or a lifetime monthly annuity (minimum account balance required)
Disability	Payment of retirement benefit if disabled by Social Security Administration and have at least 5 years of service	Full withdrawal of 3% mandatory contributions and vested percentage of employer contribution

*Voluntary post-tax contributions election is available immediately. Voluntary pre-tax contributions election is available between the 5th and 7th year of employment. Contributions are not to exceed 10% of gross wages.
**Effective 1/1/19 through 12/31/19.
***See the Public Employees' Retirement Fund Member Handbook.

PERF Options

Plan Feature	PERF MyChoice (Annuity)	PERF Hybrid (Pension+ Annuity)
Mandatory Member Contributions	• 3% (required) Can be paid by employer or employee and changed at any time	• 3% (required) Can be paid by employer or employee and changed at any time
Voluntary Member Contributions	• Up to 10% additional contributions • Option for pre or post-tax contributions depending on employer participation	• Up to 10% additional contributions • Option for pre or post-tax contributions depending on employer participation
Employer Costs – Fixed	• Ability to elect Normal Cost percentage between 0% and annual maximum (currently 4.1%). • Subject to change annually	• Currently 11.2% of wages for all covered members • Subject to change annually
Employer Costs – Optional	• Option to match voluntary contributions at 0% or 50%	• N/A
Member Benefit	• Immediate vesting of member contributions and Interest/Earnings • Vested employer contributions and Interest/Earnings • 20% vesting in Employer Contributions for each full year of participation	• Immediate vesting in member contributions and Interest/Earnings • Lifetime pension for vested members • Reach vested status at 10 years of service

RESOLUTION ELECTING TO JOIN THE PUBLIC EMPLOYEES' RETIREMENT FUND AS ADMINISTERED BY THE INDIANA PUBLIC RETIREMENT SYSTEM

WHEREAS, the_____is the governing body of _____, a political subdivision or miscellaneous participating entity in the STATE OF INDIANA; and

WHEREAS, for the purposes of this document and interpretation of statutes governing the Public Employees Retirement Fund ("PERF"), "Plan" refers to the public employees' defined contribution plan under IC 5-10.3-12 ("My Choice: Retirement Savings Plan"). "Fund" refers to the PERF Hybrid defined benefit pension fund ("PERF Hybrid").

WHEREAS, political subdivisions may participate in the My Choice: Retirement Savings Plan and choose whether employees are required to become members of the **Plan**, the **Fund** or may choose membership in either the **Plan** or the **Fund**.

WHEREAS, The governing body is fully cognizant that, if it is resolved that the governing body will place any employees in the **Fund**, the percentage of cost of gross annual payroll of covered employees has been set at____% ***[to be filled in by INPRS]*** by the actuary of the Fund, and that the Board of Trustees of the Indiana Public Retirement System directs the actuary to annually review the status of the employees covered and shall adjust the cost percentage accordingly so that the Fund will remain on an actuarially sound basis; and

WHEREAS, The governing body is fully cognizant that, if it is resolved that the governing body will require employees to enter the **Plan** or offer employees a choice between **Fund** and **Plan** membership, the governing body shall submit a resolution with the following information regarding their participation in the **Plan**:

1. Specify the political subdivision's contribution rate to the plan as a percentage of each member's compensation AND pay such contributions as required under IC 5-10.3-12-23; and IC 5-10.3-12-24.5. Such rates must be greater than or equal to zero percent (0%) and may not exceed the percentage that would produce the normal cost for participation in the fund under IC 5-10.2-2-11.

2. Specify the political subdivision's matching rate that is the percentage of each member's additional contributions to the plan that the political subdivision will match. A political subdivision may specify only:
   (1) zero percent (0%); or
   (2) fifty percent (50%).

3. Specify whether the political subdivision will pay any part of a member's contribution on behalf of the member;
4. Specify whether employees will automatically be enrolled in the **Fund** or the **Plan** if an eligible employee does not make an affirmative election.

WHEREAS, if such governing body participates in **Fund**, such governing body acknowledges its liability and that, pursuant to law, it and its successors in office, must appropriate sufficient funds each year to retire the employees' prior service liability in an orderly manner and also fund the current cost accruing annually.

WHEREAS, if such governing body participates in **Plan**, such governing body acknowledges its liability and that, pursuant to law, it and its successors in office, must appropriate sufficient funds each year to meet all contribution obligations required by law.

WHEREAS, such governing body acknowledges and agrees to make a supplemental contribution to the fund in an amount necessary to pay the employer's share of the fund's actuarial unfunded liability that other employers would otherwise be required to pay because the employer's employees are becoming members of the plan instead of the fund.

WHEREAS, such governing body acknowledges and agrees, when an employee separates from service before the member is fully vested in the employer contribution subaccount, the amount in the employer contribution subaccount is forfeited as of the date the member separates from service and that such forfeited amounts shall be used to reduce the unfunded accrued liability of the fund as determined under IC 5-10.2-2-11(a)(3) and IC 5-10.2-2-11(a)(4). Employers without an unfunded liability, such as employers joining PERF for the first time and offering only Plan membership, such forfeited amounts will be returned to the employer in the form of a credit to the employer contribution subaccount.

WHEREAS, the General Assembly of the State of Indiana has authorized covered employers to pick-up all or part of members' mandatory contributions.

NOW THEREFORE, BE IT ORDAINED by the governing body of the _____ in the State of Indiana:

SECTION ONE: The_____elects to become a participating political subdivision or miscellaneous participating entity in the Public Employees' Retirement Fund by including classes of employees as stated below in the coverage under Chapter 340 of the Acts of 1945, and all Acts amendatory thereof and supplemental thereto.

SECTION TWO: The_____elects to offer the following retirement plan(s) under the Public Employees' Retirement Fund:

_____ PERF Hybrid

_____ My Choice: Retirement Savings Plan

_____ Both PERF Hybrid and My Choice: Retirement Savings Plan to all employees, allowing the employee to choose in which retirement plan the employee will participate, based upon the employee's previous participation in the **Fund** or the **Plan**.

_____ My Choice: Retirement Savings Plan, in addition to PERF Hybrid, for which this governing body has already submitted a resolution to join PERF Hybrid.

_____ PERF Hybrid only to certain classes of employees and My Choice: Retirement Savings Plan to certain classes of employees as set forth in an attached document.

_____ Both PERF Hybrid and My Choice: Retirement Savings Plan to certain classes of employees, as set forth in an attached document, allowing those employees to chose in which retirement plan the employee will participate, based upon the employee's previous participation in the **Fund** or the **Plan.**

SECTION THREE: If an employee is eligible to choose membership in either the Fund or the Plan, and that employee fails to make an election within the period set forth in IC 5-10.3-12-20 and 35 IAC 1.3-4-1, said employee will be automatically and irrevocably enrolled in the following plan:

_____ PERF Hybrid

_____ My Choice: Retirement Savings Plan

SECTION FOUR: That, effective as of the_____day of_____, 20___, this participating political subdivision or miscellaneous participating entity shall pick up **all or _____% of the mandatory contribution for all or_____(complete information about affected group; e.g. administrative assistants and IT personnel)** employees who are members of PERF. Said employees shall not be entitled to choose to receive the contributed amounts directly instead of having them paid by the employer to the specified pension fund.

CHOOSE EITHER 4A OR 4B

____ 4A. **New Money Pick-Up** - That the above contributions, even though designated as employee contributions for state law purposes, are being paid by the employer in addition to regular compensation as a supplemental contribution that is separate and distinct from the employees' current or future compensation, and in lieu of contributions by the employees. Such contributions will not be included in the gross income of the employees for any tax reporting purposes, such as for federal, state or local income tax withholding, or FICA taxes, until distributed either through a pension benefit or a lump sum payment. These contributions are made on a pre-tax basis and are paid by the employer on behalf of the employee.

____ 4B. **Salary Reduction Pick-Up** - That said contributions, even though designated as employee contributions for state law purposes, are being paid by the employer via a reduction in salary. Such contributions will not be included in the gross income of the employees for certain

tax reporting purposes, that is, for federal, state, or local income tax withholding, until distributed either though a pension benefit or a lump sum payment. Such contributions will be included in the gross income of the employees for FICA taxes when they are made. These contributions are made on a pre-tax basis but are paid by the employee through a payroll deduction.

SECTION FIVE: The_____**,** as a participating political subdivision, offering the Plan, agrees to pay a contribution rate to the Plan as a percentage of each member's compensation in the amount of_____%. This amount may range from 0% to the percentage that would produce the normal cost for participation in the fund under IC 5-10.2-2-11.

SECTION SIX: The_____**,** as a participating political subdivision, offering the Plan, agrees to pay a matching rate in the amount of:

_____ Fifty Percent (50%)

_____ Zero Percent (0%)

which is the percentage of each member's additional voluntary contributions to the Plan that governing body will match.

SECTION SEVEN: The positions listed on an attached document are declared covered by the **Fund,** the **Plan,** or **Both** as indicated in the attached document.

SECTION EIGHT: It is hereby declared that none of the classifications or positions specified in Section Three are compensated on a fee basis or of an emergency nature, or in a part-time category.

SECTION NINE: The active participation membership of the _____ _____ (Name of Political Sub) shall begin on _____.

SECTION TEN: This resolution shall be in full force and effect from date of passage and upon approval of the Board of Trustees of the Indiana Public Retirement System, except that active participating membership shall begin on the date set forth in Section Nine (9).

RESOLUTION ELECTING TO JOIN THE PUBLIC EMPLOYEES' RETIREMENT FUND:

Adopted this_____day of_____, 20__

By:

_____

Signature Title Printed Name

On Behalf of_____[Insert governing body]

Appendix A

Covered Position(s)	Eligible Plan(s)

Memo

To: IRTC Committee Members

From: Jennifer Dunn

Date: 4/1/2020

Re: 2020 Functional Class System Updates Call

The Indianapolis MPO will be having a Functional Class System Annual Update Call in 2019. This will follow the same format as 2019's call. The purpose of having an annual call is so we can see all the proposed changes at the same time and evaluate our entire road network at once.

LPAs may start submitting their applications to the MPO starting on April 1. The schedule and deadlines for 2020 are outlined below.

1.	FCS annual call begins	April 1
2.	FCS annual update submission due from LPAs	May 25
3.	MPO staff reviews submissions	May 25 – June 29
4.	MPO staff provides recommendations to LPAs	June 29
5.	LPAs put together INDOT Submission Packet	June 29 – July 27
6.	LPAs return INDOT Submission Packet to MPO	July 27
7.	MPO reviews/ ED signs off/ Returns to LPA	July 27 – Aug 17
8.	LPAs forward INDOT Submission Packet to INDOT	Aug 31
9.	INDOT reviews and approves submissions	Oct 1

There are several helpful resources available on the MPO's website. All our FCS resources can be found under "Functional Classification System Amendments" on our LPA resources page https://www.indympo.org/maps-resources/lpa-resources.

- You can find the current INDOT FCS map on our website here https://www.indympo.org/maps-resources/maps/functional-classification.
- The MPO's Functional Classification Process document can be found here https://d16db69sqbolil.cloudfront.net/mpo-website/downloads/LPA-Resources/MPO-Functional-Classification-process_2019.pdf
- FHWA functional class guidelines can be found on pages 22-23 of the Highway Functional Classification: Concepts, Criteria, and Procedures

  https://www.fhwa.dot.gov/planning/processes/statewide/related/highway_functional_classifications/fcauab.pdf
- INDOT's "Roadway Functional Classification System Application" can be found here https://d16db69sqbolil.cloudfront.net/mpo-website/downloads/LPA-Resources/New-FC-Change-Request-Application.pdf

All requests should include the following:

- A completed INDOT Roadway Functional Classification System Application with detailed justification. Please submit a separate application for each individual change (if you have several interconnected changes it is acceptable to use one application). If the road passes through another LPA's jurisdiction you will need to include a signed letter of concurrence from that LPA.
- A color map of the existing functional classification for the subject area
- A color map of the proposed changes which clearly shows the start and end of the proposed change.
- Traffic counts
- Other supporting documentation such as thoroughfare plans, land use plants, etc. may be included to further justify the requested change

Questions about the process may be submitted to Jennifer Dunn at jennifer.dunn@indympo.org or 317-327-5495.