

WESTFIELD BOARD OF PUBLIC WORKS & SAFETY



Memorandum

To: Westfield Board of Public Works & Safety Memo
CC: Andy Cook, Bruce A. Hauk
Date: March 20, 2008
Re: Board of Public Works & Safety Agenda Items

BOARD OF PUBLIC WORKS
J. ANDREW COOK, MAYOR
JOHN B. HART, BOARD MEMBER
PATRICK TAMM, BOARD MEMBER

CHIEF ADMINISTRATIVE OFFICER
BRUCE A. HAUK

DIRECTOR OF PUBLIC WORKS
KURT J. WANNINGER

CLERK-TREASURER
CINDY J. GOSSARD

Agenda Items

Introduction of New Board Member

- Mark Heirbrandt

Meeting Minutes

- January 31, 2008

Ordinances

- None

Resolutions

- None

Quote Approval

- Carpet Replacement – Westfield City Hall

Bid Approval

- None

Performance Bond Release

- Oak Manor Section 2 – Langston Development
- Brookside Sections 4 B & C – Langston Development

Maintenance Bond Release

- None

Change Orders

- None

Agreements

- Generator Inspection and Maintenance Agreement
- 5/3rd Bank Card Merchant Agreement
- Ultraviolet Disinfection Inspection Agreement
- Human Society of Hamilton County Agreement
- SR 32 Water Line Extraordinary Cost Agreement
- Pitney Bowes Service Level Agreement

Department Reports

- Community Development
- Fire
- Parks and Recreation
- Police
- Public Works

Action Item #1 Approval of January 31, 2008 Board of Public Works and Safety Meeting Minutes

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY MEETING,

January 31, 2008

The Westfield Board of Public Works and Safety met in regular session Thursday 31, 2008 at the Westfield Public Works Conference room. Board of Works members present were Mayor Andy Cook, Jack Hart and Patrick Tamm. Also present were Clerk Treasurer Cindy Gossard, Chief Administrative Officer Bruce Hauk and Legal Counsel Brian Zaiger. Mayor Andy Cook called the meeting to order at 3:00 pm.

Approval of Minutes:

Jack Hart made a motion to approve the minutes of the January 17, 2008 meeting as presented. Patrick Tamm seconded. Vote: Yes-3; No-0. Motion carried.

Ordinances:

None

Resolutions:

None

Bid Approvals:

None

Performance Bond Release:

None

Maintenance Bond Release:

None

Change Orders:

**River Road Water Treatment Plant
Well Field Expansion**

Kurt Wanninger presented this item stating the WPW is recommending the change order for the construction of Well #12, and construction of raw waterlines for the connection to the WPW Cherry Tree and River road Well Fields. Kurt stated the amount was not to exceed \$543,000.00.

Jack Hart made a motion to approve the Change Order as presented. Patrick Tamm seconded. Vote: Yes-3; No-0. Motion carried.

**City Services Center
Campus Expansion**

Kurt Wanninger presented this item also stating there were 9 change orders for consideration and they have all been reviewed by the Department and approved with a revised contract amount of - \$30,623.00.

Patrick Tamm made a motion to approve the 9 Change Orders as presented. Jack Hart seconded. Vote: Yes-3; No-0. Motion carried.

Agreements:

**Sewer Service and Availability Agreement
Wilfong-Kruetz Land Development – Towne Road Crossing PUD**

Kurt Wanninger stated it was the recommendation of the WPW to approve this agreement which is a requirement for the approval of the Towne Road Crossing PUD. Kurt explained that the Developer would enter into minimum commitment of EDU's for the proposed development, 722 EDU's and a required schedule of payments.

Jack Hart made a motion to authorize DPW to sign agreement as presented. Patrick Tamm seconded. Vote: Yes-3; No-0. Motion carried.

With no further business Mayor Andy Cook made a motion to adjourn. Jack Hart seconded. Vote: Yes-3; No-0. Motion carried.

The meeting was adjourned at 3:30 p.m.

Clerk-Treasurer

Board of Public Works Member

ALL OF WHICH IS APPROVED THIS ____ DAY OF _____, 2008.

COMMON COUNCIL OF THE CITY OF WESTFIELD

AYE

NAY

	Mayor L. Andrew Cook	
	Jack Hart	
	Patrick Tamm	

Approved and signed by the Board of Public Works and Safety, of the City of Westfield, Hamilton County, Indiana, this ____ day of _____, 2008.

ATTEST:

Clerk-Treasurer, Cindy J. Gossard

Action Item #2 Carpet Replacement – Westfield City Hall

The Westfield Public Works Department is recommending the following quote for consideration. This quote is for the replacement of the existing carpet at the Westfield City Hall.

The City of Westfield Administration Department acquired three quotes for the carpet replacement (See Exhibit #2). Below are the vendors and the quoted prices:

Jack Laurie Commercial Floors 4250 W. 99 th Street Carmel, IN 46032	\$21,150.00
American Floor Covering, Inc 499-B St. Rd. 267 Avon, IN 46123	\$21,205.90
Master Carpet and Tile 420 Rawles Court Indianapolis, IN 46229	\$23,725.00

The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Westfield Public Works Department to execute the agreement with Jack Laurie Commercial Flooring for an amount not to exceed \$21,150.00.

Action Item #3 Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the follow in performance bonds for release by the requested developer(s):

Performance Bond Release

- Oak Manor Section 2 – Langston Development
- Brookside Sections 4 B & C – Langston Development

The Westfield Public Works Development and Construction Division has inspected and approved all infrastructures covered by these performance bonds and upon release of these performance bonds, a three-year maintenance bonds will be accepted.

The Westfield Public Works Department recommends that the Board of Public Works and Safety consider these Performance Bonds for release.

Action Item #4 Agreements

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the follow agreements for approval:

Agreements

- Generator Inspection and Maintenance Agreement
- 5/3rd Bank Card Merchant Agreement
- Ultraviolet Disinfection Inspection Agreement
- Hamilton County Humans Society Agreement
- SR 32 Water Line Extraordinary Cost Agreement
- Pitney Bowes Service Level Agreement

Generator Inspection and Maintenance Agreement

- The first agreement is to provide annual Generator Inspection Services on Westfield generators. These generator services will include, but are not limited to, generator site inspections, performance of annual maintenance, visual inspections per manufactures recommendations, and perform any repairs with the consent of the Westfield Public Works Department. Currently, the Public Works Department has six (6) permanent generators and three (3) mobile generators. In addition, included in these quotes is the price to service the permanent generator located at the Public Service Department.

The Public Works Department obtained two quotes from companies that provide these services (See Exhibit 4.1). These companies are as follows with their submitted contract amounts:

Customized Power Services, Inc (CPSI)	\$9,070.00/year or \$27,210.00 for 3 years
MacAllister Power Systems	\$13,620.00/year or \$40,860.00 for 3 years

The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Westfield Public Works Department Director to execute the agreement with Customized Power Services, Inc (CPSI) for one year.

5/3rd Bank Card Merchant Agreement

- The second agreement with 5/3rd Bank is for a Bank Card Merchant Agreement. This agreement would establish a pricing agreement with 5/3rd Bank for credit card convenience fee transactions for customers conducting business with the City. These convenience fee prices would be established on a fixed rate of \$3.00 per transaction and per this contract the convenience fee percentage with 5/3rd Bank would be established at 2.16%.

The Westfield Public Works Department is establishing a process with 5/3rd Bank and e-Gov to provide convenience credit card payments for rate payers and customers either via the internet or credit card payments at the Westfield Public Works Customer Service Center

The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Westfield Public Works Department Director to execute the agreement with 5/3rd Banks at the appropriate time.

Ultraviolet Disinfection Inspection Services Agreement

- The third agreement is to provide annual Ultraviolet Disinfection Inspection Services on ultraviolet bulbs at the Wastewater Treatment Plant from Iron Brooks Partners (See Exhibit 4.3). Iron Brook Partners has provided these services under contract of the past five (5) years. The contract would be \$1500 per year or \$1,100 for 5 years.

The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Westfield Public Works Department Director to execute the agreement for 5 years with Iron Brook Partners.

Hamilton County Humans Society Agreement

- The fourth agreement is for services provided with the Hamilton County Humans Society. This agreement would establish a pricing agreement of \$154.44 per each stray animal delivered by the City of Westfield to the Hamilton County Humans Society.

The Westfield Public Works Department recommends that the Board of Public Works and Safety consider this agreement.

SR 32 Water Line Extraordinary Cost Agreement

- The fifth agreement (See Exhibit 4.5) for the SR 32 Water Line Extraordinary Cost Agreement between the State of Indiana and the Westfield Public Works Department to cover the reimbursement cost to relocate the City's water lines for the SR 32 Reconstruction Project from the Monon Trail to just west of Springmill Road. This agreement is required to be executed by the President of the Utility or the Chairman of the Board of the utility company.

The estimated cost of relocation of the water lines per this agreement is \$1,028,934.00. The Public Works total operating revenue received by the water utility during the previous fiscal year was \$3,210,659.00. The Public Works share of these costs per INDOT is \$321,066.00

The Westfield Public Works Department recommends that the Board of Public Works and Safety discuss this agreement at this scheduled meeting.

Pitney Bowes Service Level Agreement

The last agreement is for equipment maintenance service on Customer Service Billing Machine. This machine is used for generating the water and sanitary sewer bills for the Customer Service Division. This machine is no longer covered under warranty, therefore this agreement will be to perform maintenance on the machine if a problem arises.

This service level agreement with Pitney Bowes is for \$1788.00.

The Westfield Public Works Department recommends that the Board of Public Works and Safety consider this agreement.

EXHIBIT #2

40% Pre-Consumer Content • 10% Post-Consumer Content

Proposal

Page No. _____ of _____ Pages

MASTER CARPET & TILE INC.

1
IN **MASTER CARPET & TILE INC** C
420 RAWLES COURT 39
INDIANAPOLIS, IN 46229

PROPOSAL SUBMITTED TO City of Westfield		PHONE 317-896-5570	DATE 2-4-08
STREET 130 Penn St		JOB NAME Town Hall Re-Carpet	
CITY, STATE AND ZIP CODE Westfield, IN 46074		JOB LOCATION 130 Penn St	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Options for removing and replace of existing carpet. These prices include material & labor to satisfactorily complete the project.

Carpet # 1	\$ 12173.00	Carpet tile # 1	\$ 16472.00
Carpet # 2	\$ 13925.00	Carpet tile # 2	\$ 18100.00
Carpet # 3	\$ 15677.00	Carpet tile # 3	\$ 19727.00

Cost of removal and disposal of existing carpet \$ 1875.00
Cost of moving furniture and placing it back \$ 3750.00

Total =
\$ 23,725

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Due upon completion _____ dollars (\$ _____).
 Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *William B. Spaw*

Note: This proposal may be withdrawn by us if not accepted within **30** days.

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

Date of Acceptance: _____ Signature _____

AMERICAN FLOOR COVERING, INC.
 499-B S St Rd 267
 Avon IN 46123-8486
 (317) 837-0980, (317) 837-0976 Fax

ESTIMATE

DATE ESTIMATE
 2/4/2008 4935

NAME / ADDRESS

Anne Cotham
 City of Westfield
 130 Penn Street
 Westfield, IN 46074
 317-896-5570, Fax 317-867-2200

PROJECT #	TERMS	PROJECT		
	Due on receipt	Westfield Town Hall		
DESCRIPTION	QTY	COST	TOTAL	
WESTFIELD TOWN HALL				
American Floor Covering, Inc. proposes to furnish and install the following per specifications and drawings: PROVIDED BY ANNE COTHAM (NO DATE ON PRINTS)				
Furnish Shaw VENTURE CAPITAL Carpet, Color 62306 OPPORTUNITY	634	13.60	8,620.80	
Freight for SHAW CARPET	634	0.65	413.70	
Take Up EXISTING CARPET	634	3.60	2,282.40	
Install Glue Down Carpet	634	7.50	4,755.00	
Install Carpet on Steps	25	30.00	750.00	
Standard Floor Preparation (Patch Floor Deficiencies) - CARPET	634	1.00	634.00	

ALTERNATES:

- A. Remove & Reinstall Furniture* - DAYS - ADD \$3,290.00
 *All computers and electronics to be unplugged and disconnected (printers/towers, etc.) by owner. All desks and open files/shelves to be cleared and boxed by owner.
- B. Remove & Reinstall Furniture* - NIGHTS - ADD \$3,760.00
 *All computers and electronics to be unplugged and disconnected (printers/towers, etc.) by owner. All desks and open files/shelves to be cleared and boxed by owner.
- C. NIGHT PREMIUM LABOR - BROADLOOM CARPET - ADD \$1,630.29
- D. FURNISH & INSTALL SHAW CARPET TILE - DAYS - ADD \$4,480.67
- E. FURNISH & INSTALL SHAW CARPET TILE - NIGHTS - ADD \$4,480.67

IF SALES TAX EXEMPT, NEED COPY OF EXEMPTION CERTIFICATE. IF NOT PROVIDED, ADD 6% SALES TAX TO FURNISHED MATERIALS.

NOTES:

Thank-you,
 Tony D. Harrison - Estimator

Subtotal
 Sales Tax (6.0%)
 TOTAL

AMERICAN FLOOR COVERING, INC.
 499-B S St Rd 267
 Avon IN 46123-8486
 (317) 837-0980, (317) 837-0976 Fax

ESTIMATE

DATE ESTIMATE #
 2/4/2008 4935

NAME / ADDRESS

Anne Cotham
 City of Westfield
 130 Penn Street
 Westfield, IN 46074
 317-896-5570, Fax 317-867-2200

PROJECT #	TERMS	PROJECT	DESCRIPTION	QTY	COST	TOTAL
	Due on receipt	Westfield Town Hall	1. NO UNDERLAYMENT IN BID 2. NO R&R OF PEWS IN MEETING HALL ROOM 201. (PEWS TO BE MOVED BY OTHERS) 3. SHAW CARPET (BROADLOOM & CPT TILE) HAS 4-6 WEEK LEAD TIME. 4. MINOR FLOOR PREP IS DEFINED AS FILL MISC. HOLES, CRACKS, AND SAW JOINTS. NOTHING DEEPER THAN 1/8", NO SKIMMING.			

This proposal excludes demo, furniture moving, cleaning/covering of finished flooring and excessive floor prep. & excessive cleaning.
 Excessive floor prep & excessive cleaning shall be at \$61.00 per man per hour plus materials.
 This proposal is for normal working hours.
 This proposal pricing is valid for 30 days.

Accepted by:

_____ Title _____

Acceptance Date: ___/___/___

Scheduled Installation Date: ___/___/___

Total = \$21,205

Thank-you,
 Tony D. Harrison - Estimator

Subtotal \$17,450
 Sales Tax (6.0%) \$5,750
TOTAL \$23,200



4250 W 99th Street, Carmel, IN 46
Phone: (317)704-1100 Fax: (317)704-1

Submitted to: City of Westfield **Date:** February 14, 2008
Attention: Anne Cotham **Phone:** (317) 896-5570
Address: 130 Penn St. **Fax:** (317) 867-2200
Westfield, IN 46074
Project Name: Carpet Replacement **Location:** City Hall

PROPOSAL

SCOPE OF WORK:

Jack Laurie Commercial Floors will:

- Remove and dispose of the existing broadloom carpet and vinyl base.
- Perform minor floor preparation to ready the floor for new carpeting.
- Provide and install Design Weave "Break Loose" broadloom carpet.
- Provide and install new vinyl cove base.

Total **\$21,150.00**

****Price includes moving all furniture**
****Owner is responsible for all personal items.**

EXCLUSIONS:

Major sub-floor preparation, providing temporary services (light, heat, etc.) and handling hazardous material (asbestos, etc.) unless specifically noted otherwise within this proposal; Sealing and waxing of resilient floors; protection of finished floors. Removing and/ or installing wood base and trim.

J A C K ♦ L A U R I E ♦ C O M M E R C I A L ♦ F L O O R S

Authorized by: **Date:** 2/14/08 **Accepted by:** **Date:**

by: Kevin Ault (317)704-1100 ext. 202

Customer

Terms: Payment net 30 Days. Material invoiced when received. Service invoiced when performed.

A signed proposal must be received before material can be ordered or an installation date scheduled. This proposal may be withdrawn at a time prior to acceptance. Once customer accepts this proposal, it becomes a binding contract between J. Laurie Commercial Floors, Inc., d/b/a Jack Laurie Commercial Floors ("JLCF") and customer. If the amount due is not paid when due, JLCF shall be entitled to recover from customer interest at the rate of 1.5% per month on unpaid accounts and the reasonable costs and expenses incurred in collecting unpaid amounts (to include, without limitation, reasonable attorney fees and fees and expenses of asserting mechanic or similar lien rights). The

EXHIBIT 4.1

12:43 JAN 19, 2008 ID: MACALLISTER

FAX NO: 860-4433

#10034 PAGE: 4/7



MacAllister Power Systems

www.macallisterpowersystems.com

GENERATOR SET SERVICE AGREEMENT

7393915

Date: January 19, 2008

This agreement is between Westfield Public Works and MacAllister Machinery Co., Inc. for the following services, number of times per year and time.

PM Level 1 (57-Point Inspection)	1-Time/Year During Normal Working Hours
PM Level 2 (57-Point Inspection & Annual Service)	1-Time/Year During Normal Working Hours
Transfer Switch Inspection (Annual Service)	1-Time/Year During Normal Working Hours
<i>(Transfer Switch Inspection to be performed at time of PM Level 1 Service)</i>	

These services are described in the attachments and will cover a 12 or 36 month period as indicated on the following page.

MacAllister Machinery Co., Inc. will provide service personnel and the parts necessary to accomplish the items set forth in the attachments. Any services beyond those described will be invoiced separately on a time and material basis.

Location WWTP : Model: CAT 3512 Serial Number: IKZ02198 1250kW

PM Level 1(57-Point Inspection)	\$372.00/Visit	\$372.00/Annual
PM Level 2 (57-Point Inspection & Annual Service)	\$2204.00/Visit	\$2204.00/Annual
Transfer Switch Service (Annual Service)	\$325.00/Visit	\$325.00/Annual
Unit Total \$ 2901.00		

Location: River Road Model: CAT 3412 Serial Number: 2WJ02068

PM Level 1(57-Point Inspection)	\$372.00/Visit	\$372.00/Annual
PM Level 2 (57-Point Inspection & Annual Service)	\$1190.00/Visit	\$1190.00/Annual
Transfer Switch Service (Annual Service)	\$210.00/Visit	\$210.00/Annual
Unit Total \$1772.00		

Location: Cherry Tree Well Field Model: CAT 3406 Serial Number: 90U05050

PM Level 1(57-Point Inspection)	\$337.00/Visit	\$337.00/Annual
PM Level 2 (57-Point Inspection & Annual Service)	\$680.00/Visit	\$680.00/Annual
Transfer Switch Service (Annual Service)	\$210.00/Visit	\$210.00/Annual
Unit Total \$1227.00		

Location: Cherry Tree Water Model: Kohler 600ROZD71 Serial Number: 393481 Spec # PA-132547-71

PM Level 1(57-Point Inspection)	\$337.00/Visit	\$337.00/Annual
PM Level 2 (57-Point Inspection & Annual Service)	\$710.00/Visit	\$710.00/Annual
Transfer Switch Service (Annual Service)	\$210.00/Visit	\$210.00/Annual
Unit Total \$1257.00		

Location: Mobil Unit: Model: Cummins 6BT5.9 Serial Number: 44162177

PM Level 2 (57-Point Inspection & Annual Service)	\$510.00/Visit	\$510.00/Annual
---	----------------	-----------------

Location: Mobil Unit: Model: Olympian HX75P1 Serial Number: U897379D

PM Level 2 (57-Point Inspection & Annual Service)	\$485.00/Visit	\$485.00/Annual
---	----------------	-----------------

Location: Mobil Unit: Model: Kohler 230REOZJB Serial Number: 2039887

PM Level 2 (57-Point Inspection & Annual Service)	\$565.00/Visit	\$565.00/Annual
---	----------------	-----------------

POWER SYSTEMS DIVISION

7575 E. 30th St.
P.O. Box 1941
Indianapolis, IN 46206
(317) 545-2151
Fax (317) 860-4433

CORPORATE OFFICE

7515 E. 30th St.
P.O. Box 1941
Indianapolis, IN 46206
(317) 545-2151
Fax (317) 860-3310

INDIANAPOLIS NORTH

5901 N. Michigan Ave.
Carmel, IN 46032
(317) 810-2360
Fax (317) 870-2370

BEECH GROVE

5401 Elmwood Ave.
Indianapolis, IN 46203
(317) 788-4624
Fax (317) 788-4677

FORT WAYNE

2418 W. Coliseum Blvd.
Fort Wayne, IN 46808
(260) 483-6459
Fax (260) 471-9332

LA FAYETTE

500 Hime Drive
Lafayette, IN 47905
(765) 449-8191
Fax (765) 449-7077

SOUTH BEND

25734 State Road 2
South Bend, IN 46619
(574) 288-6622
Fax (574) 288-0423

TERRE HAUTE

20 W. Margaret Ave.
Terre Haute, IN 47802
(812) 478-3155
Fax (812) 478-9246

WASHINGTON

R.R. 2, Box 141
Washington, IN 47501
(812) 254-1712
Fax (812) 254-7851

MACALLISTER RENTAL & SUPPLY

Indianapolis
8870 W. Washington St.
Indianapolis, IN 46241
(317) 264-RENT
Fax (317) 246-2205

Bloomington

2303 W. Industrial Drive
Bloomington, IN 47404
(812) 348-8220
Fax (812) 349-3224

Fort Wayne

2500 W. Coliseum Blvd.
Fort Wayne, IN 46808
(260) 969-3322
Fax (260) 969-3323

Muncie

3500 N. Lee Pl Road
Muncie, IN 47306
(765) 759-2047
Fax (765) 759-1018

Terre Haute

20 W. Margaret Ave.
Terre Haute, IN 47802
(812) 478-3155
Fax (812) 478-9246

MACALLISTER POWER SYSTEMS



MacAllister Power Systems

www.macallisterpowersystems.com

**POWER SYSTEMS
DIVISION**

7575 E. 30th St.
P.O. Box 1941
Indianapolis, IN 46206
(317) 545-2151
Fax (317) 860-4433

CORPORATE OFFICE

7515 E. 30th St.
P.O. Box 1941
Indianapolis, IN 46206
(317) 545-2151
Fax (317) 860-3310

INDIANAPOLIS NORTH

9901 N. Michigan Ave.
Carmel, IN 46032
(317) 870-2360
Fax (317) 870-2370

BEECH GROVE

5401 Elmwood Ave.
Indianapolis, IN 46208
(317) 788-4624
Fax (317) 788-4677

FORT WAYNE

2418 W. Coliseum Blvd.
Fort Wayne, IN 46808
(260) 483-6469
Fax (260) 471-9932

LAFAYETTE

500 Hine Drive
Lafayette, IN 47905
(765) 449-8191
Fax (765) 449-7077

SOUTH BEND

25734 State Road 2
South Bend, IN 46619
(574) 288-6622
Fax (574) 288-0423

TERRE HAUTE

20 W. Margaret Ave.
Terre Haute, IN 47802
(812) 478-3156
Fax (812) 478-9246

WASHINGTON

R.R. 2, Box 141
Washington, IN 47501
(812) 254-1712
Fax (812) 254-7851

**MACALLISTER RENTAL
& SUPPLY**

Indianapolis
6870 W. Washington St.
Indianapolis, IN 46241
(317) 244-RENT
Fax (317) 246-2385

Bloomington

2305 N. Industrial Drive
Bloomington, IN 47404
(812) 349-9220
Fax (812) 349-9224

Fort Wayne

2500 W. Coliseum Blvd.
Fort Wayne, IN 46808
(260) 969-3322
Fax (260) 969-3323

Muncie

2500 N. Lee Pitt Road
Yorktown, IN 47386
(765) 759-2CAT
Fax (765) 759-1018

Location: Freedom Park: Model: Kohler 300RE0ZDD Serial Number: GM41933GA4

PM Level 1(57-Point Inspection)	\$337.00/Visit	\$337.00/Annual
PM Level 2 (57-Point Inspection & Annual Service)	\$645.00/Visit	\$645.00/Annual
Transfer Switch Service (Annual Service)	\$325.00/Visit	\$325.00/Annual

Unit Total \$1307.00

Location: Main Office: Model: Cummins 250DQDAA3212 Serial Number: 1060975355

PM Level 1(57-Point Inspection)	\$337.00/Visit	\$337.00/Annual
PM Level 2 (57-Point Inspection & Annual Service)	\$645.00/Visit	\$645.00/Annual
Transfer Switch Service (Annual Service)	\$325.00/Visit	\$325.00/Annual

Unit Total \$1307.00

Location: 146th Street: Model: Cummins DSHAA5789187 Serial Number: B070020114

PM Level 1(57-Point Inspection)	\$337.00/Visit	\$337.00/Annual
PM Level 2 (57-Point Inspection & Annual Service)	\$645.00/Visit	\$645.00/Annual

Unit Total \$982.00

Location: Fire Dept: Model: Kohler 300ROZD81 Serial Number: 386360

PM Level 1(57-Point Inspection)	\$337.00/Visit	\$337.00/Annual
PM Level 2 (57-Point Inspection & Annual Service)	\$645.00/Visit	\$645.00/Annual
Transfer Switch Service (Annual Service)	\$325.00/Visit	\$325.00/Annual

Unit Total \$1307.00

All Unit Total \$13620.00

Work will be performed at a mutually agreed date and time. This agreement is for work performed during normal business hours unless otherwise noted. Overtime requested by the customer will be invoiced separately. Should performance of the work be postponed by the owner after the arrival of MacAllister personnel at the job site, through no fault of MacAllister Machinery Co., Inc. the owner will be invoiced for the serviceman's time in each instance.

The owner acknowledges that the responsibility of MacAllister Machinery Co., Inc. hereunder is limited to the services outlined, does not include any consequential damage, and does not guarantee the detection nor the replacement of worn out or defective parts nor the proper operation of the equipment in the event of a power failure. The owner hereby releases and agrees to indemnify MacAllister Machinery Co., Inc., its officers, agents, and representatives from all claims and causes of action which may arise directly or indirectly out of the failure of the equipment, or any part thereof, serviced by MacAllister Machinery Co., Inc. hereunder.



MacAllister Power Systems

www.macallisterpowersystems.com

POWER SYSTEMS

DIVISION

7575 E. 30th St
P.O. Box 1941
Indianapolis, IN 46206
(317) 545-2151
Fax (317) 860-4433

CORPORATE OFFICE

7515 E. 30th St.
P.O. Box 1941
Indianapolis, IN 46206
(317) 545-2151
Fax (317) 860-3310

INDIANAPOLIS NORTH

5901 N. Michigan Ave.
Carmel, IN 46032
(317) 870-2360
Fax (317) 870-2370

BEECH GROVE

5401 Elmwood Ave.
Indianapolis, IN 46203
(317) 788-4624
Fax (317) 788-4677

FORT WAYNE

2418 W. Coliseum Blvd.
Fort Wayne, IN 46808
(260) 463-6469
Fax (260) 471-9332

LAFAYETTE

500 Hine Drive
Lafayette, IN 47905
(765) 449-8191
Fax (765) 449-7077

SOUTH BEND

25734 State Road 2
South Bend, IN 46619
(574) 288-6622
Fax (574) 288-0423

TERRE HAUTE

20 W. Margaret Ave.
Terre Haute, IN 47802
(812) 478-3155
Fax (812) 478-9246

WASHINGTON

R.R. 2, Box 141
Washington, IN 47501
(812) 254-1712
Fax (812) 254-7851

MACALLISTER RENTAL & SUPPLY

Indianapolis
6870 W. Washington St.
Indianapolis, IN 46241
(317) 244-RENT
Fax (317) 246-2285

Bloomington

2305 N. Industrial Drive
Bloomington, IN 47404
(812) 349-9220
Fax (812) 349-9224

Fort Wayne

2500 W. Coliseum Blvd.
Fort Wayne, IN 46808
(260) 969-3322
Fax (260) 969-3323

Muncie

3500 N. Lee Pitt Road
Yorktown, IN 47386
(765) 759-2CAT
Fax (765) 759-1018

Please select one of the following: (if not selected the agreement term will be for a 12-month period)

- One Year
- Three Year, price to remain unchanged for a 36-month period
- Effective Dates, _____ Through _____

It is herein agreed that this Service Agreement will be implemented at an annual price of **\$13620.00** plus any applicable taxes. All services performed will be invoiced subsequent to each visit and to be due and payable 30 days from the above date to validate this agreement.

This agreement will be reviewed annually after the original agreement period and the price adjusted to reflect any changes in parts and labor prices. The owner shall be notified 30 days in advance of any changes in the contract price.

Changes in scope of work and materials supplied may be changed or revised by the owner during the contract period. The owner will be notified of necessary price adjustments in the total contract price.

Either party may cancel this agreement by giving a 30-day written notice.

Accepted By: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number (if required)*: _____

*Please attach, if required

By: _____

Richard Gilonske

Product Service Sales Representative
MacAllister Power Systems

Please include the contact person's name and phone number for scheduling purposes.

Please return signed agreement to:

Richard Gilonske
MacAllister Power Systems
P.O. Box 1941
Indianapolis, Indiana 46206
richardgilonske@macallister.com



MacAllister Power Systems would like to thank you for your service business.

Emergency 24 Hour Numbers are sent to an after hours Messaging System for department distribution for personal response. Our response time is decreased due to personal attention to each call.

In addition to our general on-call service, we have assembled a number of Support Services that we felt would be beneficial to you and your company. Below is an outline of those services.

**Emergency Generator Service
Central & Southern Indiana
Open 24 Hours 7 Days a Week**

Emergency 24-Hour Number 1-317-860-4492

Generator Service Foreman Direct # 317-860-4492

Generator Service Foreman Fax # 317-860-4433

Support Agreements: Central & Southern Indiana

Richard Gilonske Direct Line 317-860-4444

Product Support Sales Representative Fax Number 317-860-4433

Mobile Number 317-402-7179

Rental Information: State of Indiana

Emergency 24-Hour Number 1-317-860-4494

Rental Coordinator Fax Number 317-860-4433

(Voicemail on All Direct Lines Activate Pagers)

Thank you again for your business and we look forward to serving
your needs in the near future.

**CUSTOMIZED
POWER
SERVICES, INC.**

IQ-M1373-R INSPECTION AGREEMENT

Authorized personnel from Customized Power Services (CPS) shall perform an inspection and test on the following equipment listed on the attached Schedule(s) at the site location described below. The inspection shall include those items listed on the pages which follow and are a part of this agreement:

The Equipment covered, hereinafter referred to as the "Equipment", is listed on the attached Schedule(s) and is installed at:

WESTFIELD PUBLIC WORKS
(Hereinafter referred to as "Equipment Site")

* Contract Year: **From: January 2008 To:** _____
* To be completed upon acceptance of contract by CPS

<u>Equipment</u>	<u>Inspection Program</u>	<u>No. Visits/Year</u>
<u>6</u> Transfer Switches	Group 1A	<u>1</u>
<u>4</u> Engine Control	Group 5	<u>1</u>
<u>4</u> Engine Control	Group 5	<u>1</u>
<u>3</u> Engine Control	Group 5	<u>1</u>
<u>4</u> Engine Service	Group 11	<u>1</u>
<u>4</u> Engine Service	Group 11	<u>1</u>
<u>3</u> Engine Control	Group 5	<u>1</u>

Total (1) year contract price if performed during regular weekday hours \$ **9,070.00**
Total (3) year contract price if performed during regular weekday hours \$ **27,210.00**

Note - Due to the volatile oil market, prices may be subject to surcharge.

This agreement is made between:

Westfield Public Works
(Owner of Equipment, hereinafter referred to as "Owner")

and
Customized Power Services, Inc.

For Owner: _____
(Signature)

For CPS: _____
(Signature)

Name: _____
(Printed or Typed)

Name: _____
(Printed or Typed)

Title: _____

Title: _____

Date Signed: _____

Date Accepted: _____ *

This inspection shall include, where applicable, those items listed on the specified Inspection Program (Group 1, Group 2, Group 3, etc.) which applies to the Equipment specified on the Schedule(s) attached and made a permanent part of this Agreement until modified by either the Owner or CPS as the Equipment or requirements for inspection may change from time to time as deemed agreeable by both parties.

WHEREAS, Owner acknowledges that routine inspections may help to prevent malfunctions, but that inspections will neither eliminate nor guarantee the absence of malfunctions; and

WHEREAS, Owner desires that the Equipment be inspected regularly and be properly maintained in order to help prevent malfunctions; and

WHEREAS, CPS is willing to provide or arrange for the provision to the Owner of the services hereinafter described;

NOW THEREFORE, in consideration of the premiums and covenants hereinafter set forth, the parties hereto hereby agree as follows:

BASIC INSPECTION SERVICE:

1. CPS shall provide or otherwise arrange for the inspection as specified on Page 1 of this instrument per the proper Inspection Program, attached and made a permanent part of this Agreement during the Contract Year as defined herein.
2. On each inspection, authorized personnel, with necessary test equipment and tools, shall perform the inspection as set forth on Page 1 of this instrument per the proper Inspection Program in accordance with Equipment Schedule(s), attached and made a permanent part of this Agreement.
3. At the completion of each inspection, CPS shall furnish the Owner with a written report of the inspection findings within ten (10) working days along with comments stating additional corrective maintenance measures which CPS recommends.

OWNER AGREES:

During the term of this Agreement, Owner agrees at all times to:

1. Maintain and operate the Equipment in accordance with all service and/or operating manuals and instructions supplied by the manufacturer(s) and follow the prescribed test procedures enumerated in the instructions or manuals.
2. Disconnect power to the Equipment as requested by the authorized service personnel for proper inspection and repair and, if possible, provide a means by which the disconnected power switches may be locked in the OFF position by the authorized service personnel;
3. Provide an operator to be in attendance at all times during each inspection by the authorized service personnel to operate the engine(s) during those portions of the inspection requiring engine operation;
4. Provide personnel from time to time, to assist in the accomplishment of manual tasks which require more than one person;
5. Provide heavy lifting equipment such as A-frames, hoists, and the like for changing or moving of the Equipment, including cranes and operators, if required.

LISTED TASK REVISION:

The detailed listing on the Inspection Program attached to and forming a permanent part of this Agreement pertinent of the Equipment listed on the attached Schedule(s) includes, in CPS' best judgment, appropriate services for general operating conditions. From time to time, it may be desirable to modify, delete or add to the defined services. Therefore, CPS is authorized to revise the services, as from time to time it may determine would improve them, without requiring modification of this Agreement, provided the same shall not increase Owner's costs.

COMPENSATION, ADJUSTMENTS, TAXES, AND PAYMENTS:

- (a) Compensation: The fee for performance by CPS of all services referred to on Page 1 for the Equipment listed on the Equipment Schedule(s) shall be for the twelve month period commencing from the acceptance date of this Agreement.
- (b) Labor and Parts: The labor and parts which may be required to correct defects which are discovered during the inspection and testing, plus any additional material which may be required, will be invoiced separately.
- (c) Adjustments: The fee stated on Page 1 is subject to annual review. CPS shall notify Owner of any adjustments, in writing, thirty (30) days prior to each anniversary date of this Agreement. Owner shall have the right to terminate this Agreement, pursuant to the terms herein stated, upon receipt of any notice of adjustment not satisfactory to it; such termination to be effective upon the expiration of the then current Agreement.
- (d) Taxes: Fees and charges do not include any sales, use, excise, or similar taxes. The amount of any such taxes applicable to the services, materials or parts furnished hereunder shall be paid by Owner.
- (e) Payment: The fee for performance by CPS of all services referred to on Page 1 and other charges shall be due and payable within forty-five (45) days of billing therefore by CPS.

EXCLUDED SERVICES AND MATERIALS:

Notwithstanding anything in the Agreement to the contrary, CPS shall be limited to normal repairs that may be accomplished at the Equipment site. The services of CPS do not include the supply of materials or parts, and do not include repairs or overhauls normally carried out at the manufacturer's overhaul centers.

INSPECTION SCHEDULE:

Upon signing this Agreement, Owner shall furnish CPS a proposed schedule for the first inspection service referred to on the front of this Agreement, and in any subsequent contract year, Owner shall notify CPS at least thirty (30) days in advance of the proposed date on which inspection services are to be performed. Each party shall endeavor to give, as promptly as possible, notice of a delay in performance. CPS shall, as promptly as possible, reschedule the work and notify Owner at least ten (10) business days in advance of the date on which rescheduled services are to be performed. Neither party shall be held responsible for a delay in performance.

INSPECTION AND REPAIRS:

Inspection and repairs shall be conducted at the Equipment site unless, in the opinion of CPS, inspection or repairs must be made at another location. If the control devices are removed for inspection and repair, substitute devices will be installed, when necessary, at Owner's cost and expense. All shipping costs of the control devices inspected or repaired at any location other than the Equipment site will be charged to and paid by the Owner. Dates for inspection and repair at or away from the Equipment site are approximate and shall not be binding on CPS.

DURATION AND TERMINATION:

The term of this Agreement shall be for the Contract Year. This Agreement shall continue from year to year thereafter, each subsequent year being a Contract Year, on these same conditions set forth herein, unless either party notifies the other party in writing at least thirty (30) days prior to the expiration of the then current Contract Year that it does not intend to renew the Agreement. At any time after sixty (60) days following the first Contract Year, either party may terminate the Agreement upon thirty (30) days written notice to the other party. Notwithstanding any such termination, Owner shall remain liable to pay for services and any materials provided to the effective date of termination, prorated as may be required.

WARRANTY:

CPS warrants that the inspections and services which it performs hereunder will be in accordance with this Agreement. This warranty shall extend for a period of ninety (90) days after the performance of such services, and the Owner shall promptly notify CPS of any failure of such warranty. The exclusive remedy for any breach of this warranty shall be by fee adjustment, replacement, or reinspection as may be appropriate and as CPS may elect. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, STATUTORY OR IMPLIED (INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED BY OWNER.

LIMITATION OF LIABILITY:

CPS SHALL NOT BE LIABLE FOR, NOR SHALL OWNER MAKE CLAIM FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM CPS'S PERFORMANCE OF SERVICES OR PROVIDING OF PARTS OR EQUIPMENT HEREUNDER OR FROM ANY FAILURE OF CPS TO PERFORM ITS OBLIGATIONS HEREUNDER OR FROM THE MALFUNCTION OF ANY EQUIPMENT COVERED BY THIS AGREEMENT. THE SERVICES, PARTS OR EQUIPMENT TO BE PROVIDED BY CPS HEREUNDER SHALL NOT RENDER CPS AN INSURER OF THE EQUIPMENT. OWNER ACKNOWLEDGES THAT THE EQUIPMENT MAY MALFUNCTION NOTWITHSTANDING PERFORMANCE OF THE SERVICES OR PROVIDING OF PARTS OR EQUIPMENT REFERRED TO HEREIN AND OWNER SHALL BEAR SOLE RESPONSIBILITY FOR INSURING OR OTHERWISE PROTECTING ITSELF AGAINST ANY SUCH MALFUNCTION. CPS EXPRESSLY LIMITS ITS LIABILITY HEREUNDER TO THE COST OF ITS SERVICES AS SET FORTH ON THE FRONT OF THIS AGREEMENT. CPS EXPRESSLY DISCLAIMS AND OWNER HEREBY ABSOLVES CPS FROM ALL OTHER LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR LOSSES SUFFERED BY OWNER AS THE RESULT OF THE MALFUNCTIONING OF ANY ITEMS OF THE EQUIPMENT WHICH SHALL BE A MATTER SOLELY BETWEEN OWNER AND THE MANUFACTURER OF THE EQUIPMENT.

COMPLETE AGREEMENT:

This Agreement, together with the Exhibit annexed hereto, constitute the entire agreement between the parties. No modification of any of the provisions herein shall be effective unless in writing and signed by the parties.

CAPTIONS:

The captions and titles to each paragraph hereof are included for reference only and are not a part of the substance of the Agreement.

SCHEDULE A

AUTOMATIC TRANSFER SWITCHES

WESTFIELD PUBLIC WORKS
2706 EAST 171ST STREET
WESTFIELD IN 46074

<u>CUSTOMER I.D.</u> <u>LOCATION</u>	<u>CATALOG #</u> <u>MANUFACTURER</u>	<u>S/N</u> <u>AMP/VOLT</u>	<u>ACCESSORIES</u> <u>NOTES</u>
WWTP	1 Transfer To Be Completed on Visit *		
River Road	1 Transfer To Be Completed on Visit*		
Cherry Tree Well	1 Transfer To Be Completed on Visit*		
Cherry Tree Water	No Transfer		
Mobile Cummins	Manual Transfer To Be Completed on Visit*		
Mobile Olympian	Manual Transfer To Be Completed on Visit*		
Mobile Kohler	No Transfer		
Freedom Park	Kohler KLPDMVC0400S		400 Amp
Main Office	ASCO H00300021200F10M		1200 Amp
146st Street	None		
Fire Dept.	Kohler K566341-1200		1200 Amp

* TO BE COMPLETED UPON FIRST INSPECTION BY TECHNICIAN.

SCHEDULE E
ENGINE CONTROLS

WESTFIELD PUBLIC WORKS
2706 EAST 171ST STREET
WESTFIELD IN 46074

<u>LOCATION & ENGINE I.D.</u>	<u>MODEL #</u>	<u>SERIAL #</u>
WWTP	CAT 3512	1KZ02198
River Road	CAT 3412	2WJ02068
Cherry Tree Well	CAT 3406	90U05050
Cherry Tree Water	KOHLER 600ROZD71	393481
Mobile Cummins	CUMMINS 6BT5.9	44162177
Mobile Olympian	OLYMPIAN HX75P1	U897379D
Mobile Kohler	KOHLER 230REOZJB	2039887
Freedom Park	KOHLER 300REOZDD	GM41933GA4
Main Office	CUMMINS 250DQDAA6212	I060975355
146st Street	CUMMINS DSHAA5789187	B070020114
Fire Dept.	KOHLER 300ROZD81	386360

* TO BE COMPLETED UPON FIRST INSPECTION BY TECHNICIAN.

**CUSTOMIZED POWER SERVICES, INC.
GROUP 1A INSPECTION PROGRAM
AUTOMATIC TRANSFER SWITCH**

An experienced service technician from Customized Power Services, Inc. will check the following items and provide you with a written report. Recommendations will be offered to correct reported problems. Where applicable and permitted by the customer, we will:

1. Inspect all insulating materials for degradation
2. Inspect barriers and arc chutes
3. Inspect TS coil, rectifier and resistor
4. Inspect coil and contacts of the following:
 - a. SE - (Selector relay)
 - b. LO - (Lockout relay)
 - c. AR - (Arming relay)
 - d. 1V - (voltage relay)
 - e. 2V - (voltage relay)
 - f. 3V - (voltage relay)
 - g. NR - (Normal relay)
 - h. ER - (Emergency relay)
 - i. All other accessory relays
5. Inspect all timer contacts
6. Inspect arcing contacts where possible and infrared
7. Inspect main contacts where possible and infrared
8. Inspect linkage and lubricate as necessary
9. Clean the exposed TS coil core and lubricate
10. Clean and vacuum Automatic Transfer Switch and controls
11. Clean and vacuum Automatic Transfer Switch cabinet
12. Check all control terminal connections for tightness
13. Inspect transfer switch and enclosure for corrosion due to moisture or chemicals
14. Inspect and lubricate cabinet hardware for proper operation
15. Record Utility voltage
16. Record Utility amperage
17. Record peak amperage
18. Replace defective switch indication bulbs

Transfer Test (Initiated from the transfer test switch which simulates a utility outage)

19. Inspect Accessory 1, Time Delay, and record setting (all styles)
20. Inspect Accessory 2A, Retransfer Time Delay, and record setting (old style)
21. Inspect Accessory 2B, Time Delay to Emergency, and record setting (all styles)
22. Inspect Accessory 2E, Engine Cooldown Time Delay, and record setting (new style)

**CUSTOMIZED POWER SERVICES, INC.
GROUP 1A INSPECTION PROGRAM
AUTOMATIC TRANSFER SWITCH**

23. Inspect Accessory 3A, Retransfer Time Delay, and record setting (new style)
24. Inspect Accessory 3C, Retransfer/Engine Cooldown Time Delay, and record setting (old style)
25. Inspect all optional accessories
26. Record Emergency voltage
27. Record Emergency frequency

BYPASS/ISOLATION SWITCHES

28. Inspect arcing contacts
29. Inspect main contacts
30. Inspect barrier and arc chutes
31. Inspect linkage and lubricate as necessary
32. Check engine start bypass contacts for proper operation
33. Inspect all safety interlocks

CLOSED TRANSITION TRANSFER SWITCHES

34. Check Closed Transition Bypass operation
35. Check alarm time delay settings

**CUSTOMIZED POWER SERVICES, INC.
GROUP 5 INSPECTION PROGRAM
INDIVIDUAL GENERATOR CONTROL GEAR**

An experienced service technician from Customized Power Services, Inc. will check the following items and provide you with a written report. Recommendations will be offered to correct reported problems. Where applicable and permitted by the customer, we will:

1. Check overcrank function
2. Check low oil pressure shutdown function
3. Check high water temperate shutdown function
4. Check overspeed shutdown function
5. Check low oil pressure prealarm function
6. Check low water temperature prealarm function
7. Check high water temperature prealarm function
8. Check and record no load voltage and frequency
9. Check voltmeter, ammeter, and frequency meter functions
10. Check remote annunciator function
11. Adjust voltage and frequency as required
12. Check Control Panel wiring and connections
13. Check Engine Generator wiring and connections
14. Check Engine oil level
15. Check Engine air cleaner system
16. Check Daytank operation and piping
17. Check Generator bearing lubrication
18. Check Battery electrolyte level
19. Check Battery cable connections
20. Check and record Battery specific gravity
21. Check and record float voltage and amperage
22. Check and record cranking voltage and amperage
23. Check Battery charging equipment
24. Check Radiator core for deterioration and motor operation
25. Check coolant level, anti-freeze protection and coolant conditioner concentration
26. Check Jacket Water Heater
27. Check Muffler for deterioration
28. Load Test: Check and record voltage, amperage, frequency
fuel pressure, oil pressure, and water temperature
29. Take an oil sample annually
30. Replace the following parts during the inspection if required and where applicable:

CUSTOMIZED POWER SERVICES, INC.
GROUP 11
GENERATOR SET PREVENTIVE MAINTENANCE PROGRAM

A trained service technician will perform the following services on your Generator Set:

1. Visually check for oil leaks
2. Visually check hydraulic governor oil level, if applicable
3. Visually check lube oil condition
4. Change engine lube oil
5. Change lube oil filter(s)
6. Change hydraulic governor oil, if applicable
7. Visually check for coolant leaks
8. Visually check operation of louvers, if applicable
9. Check belt condition and tension
10. Visually check fuel lines and connections
11. Check fuel transfer pump
12. Check for proper governor operation
13. Change fuel filter element
14. Visually check air and vent tube connections
15. Check supercharger or turbocharger for leaks and wear
16. Clean or replace crankcase breather
17. Inspect air cleaner, change oil if wet or change element if required (element cost is additional)
18. Check AC generator brushes and commutator, if so equipped
19. Take an oil sample

GENERAL PROVISIONS

Customized Power Services, Inc. (hereinafter called "Company") agrees to sell the equipment covered herein on the following terms and conditions of sale. Any addition to or deletion from the Company's terms and conditions of sale shall have no force or effect unless otherwise agreed to in writing signed by both Buyer and Company.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND COMPANY WITH RESPECT TO THE GOODS FURNISHED HEREUNDER. NO REPRESENTATION, PROMISE OR CONDITION NOT SET FORTH HEREIN HAS BEEN RELIED UPON BY BUYER OR SHALL BE BINDING ON EITHER PARTY HEREUNDER.

1. PRICE ESCALATION:

Prices shown on the face of the proposal are firm provided the proposal is accepted within 30 days, full information is received by the Company within 15 days of receipt of order, submittal date ("approved" or "approved as noted") is returned to the Company within 30 days of its transmittal by the Company and shipment may be made at the earliest opportunity. Prices are subject to escalation in amount of the Company's material and/or labor costs increases from date of proposal to date of shipment if, within 30 days, total are required to obtain information and to receive submittal data or if the Purchaser requires that shipment be delayed beyond the Company's earliest opportunity.

2. EXCLUDED MATERIAL, LABOR AND TAXES:

The prices shown on the face of the proposal do not include cable, wire, conduit, pipe, tubing, valves, fittings, etc., external to the equipment offered unless the proposal states otherwise. Proposal prices do not include the installation or taxes of any kind.

3. PAYMENT TERMS:

Terms are Net 30 Days unless indicated otherwise. Late payments are subject to a service charge as shown on the invoice.

4. DAMAGE IN TRANSIT:

The manufacturer warrants that the equipment to be furnished hereunder will be delivered to a common carrier at the manufacturer's loading dock, free of any charges suggested that the Purchaser inspect each shipment immediately upon receipt and file any necessary claims for loss of damages with the carrier(s) within fifteen (15) days of receipt. The Company will assist the Purchaser in pursuance of such claims, but unless specifically stated otherwise in the proposal, will assume no liability or responsibility for losses or damages sustained by the equipment after it has departed from the manufacturer's loading dock.

5. DELIVERY:

Submittal data preparation and time required for shipment after release are approximations and are based upon prompt receipt of all necessary information.

The Company shall not be liable for delays in submittal data preparation or delivery or in performance or failure to manufacture or deliver, due to (1) causes beyond its control or (2) acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, transportation or car shortages, or (3) inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

6. CHANGES OR CANCELLATION:

The purchase contract may be changed only upon written acceptance by the Company with adjustment of the contract price to compensate for any alteration in the Contract resulting from the change.

The purchase contract may be cancelled only upon written notice by Purchaser, written acceptance by the Company and upon payment to the company of reasonable cancellation charges.

7. WARRANTY:

The products sold hereunder shall be covered only by the expressed warranty, if any, of the manufacturer thereof. This warranty is hereby transferred from the Company to the Purchaser.

The Company warrants to the Purchaser that the equipment to be delivered hereunder be of the kind and quality designated or specified in the quotation.

NO OTHER REPRESENTATIONS, GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED, ARE MADE BY THE COMPANY AND THE FOREGOING WARRANTIES IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

In no event, whether as a result of breach of contract or warranty or alleged negligence, shall the Company be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the equipment, or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime cost of customers of the Purchaser for such damages.

8. PARTIAL AND/OR DELAYED SHIPMENTS:

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due on the date when the Company makes shipment. If the work to be performed hereunder is delayed by the Purchaser, payments shall be made based on the purchased price and the percentage of equipment held for the Purchaser shall be at the risk and expense of the Purchaser.

9. CHANGE IN PURCHASER'S FINANCIAL CONDITION:

If the financial condition of the Purchaser at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder, the Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser voluntarily or involuntarily, under the bankruptcy or insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period of such proceedings and shall receive reimbursement for its reasonable and proper cancellation charges. The rights of the Company under this paragraph are cumulative in addition to all rights available to the Company at law or in equity.

10. START-UP SUPERVISION SERVICE:

Supervision of personnel or craftsmen employed by the Purchaser or by others to make necessary adjustments and to place the equipment furnished by the Company in operation is included in the price quoted ONLY if specifically stated on the face of the proposal. If included, such service will be provided for not more than the total time of visits to the jobsite as indicated on the face of the proposal, if additional time or trips are required for causes external to the equipment furnished by the Company at the prevailing daily rate (including travel time) plus transportation and living expenses upon receipt of the Purchaser's acceptance of these charges and authorization to proceed.

11. DEFAULT:

Upon failure of Purchaser to make payment of the contract price, or any part thereof, when due, or upon breach of this contract, or upon the filing of a petition in bankruptcy, voluntary or involuntary, the filing of any proceedings under the provisions of the Bankruptcy Act, common law extensions, assignment for the benefit of creditors, liquidation, dissolution or any act of bankruptcy, the entire unpaid balance shall at the option of the Company at once become due and payable. The Company may, at any time, or demand, by process of law or otherwise, take possession of the equipment and use or dispose of same in accordance with law and Purchaser hereby waives damages, and demands against Company arising out of the repossession of the equipment. In the event of repossession or litigation, Purchaser shall be held liable for the Company's costs and expenses, including but not limited to reasonable attorney's fees. Further upon default interest on the unpaid balance shall accrue at the rate shown on the invoice. All parties hereunder waive their right to trial by jury on all issues.

EXHIBIT 4.3



FISCHER & PORTER ULTRAVIOLET DISINFECTION SYSTEMS

SITE CONTRACT

Ironbrook Partners will provide the following one-day (min 2hrs – max 8hrs) service to you on an annual basis as part of this contract:

- Travel to and from site
- All expenses paid (parts not included)
- Operator training (lamp rack re-wiring, pin replacements, troubleshooting procedures, UV theory etc.)
- Written site report which will include recommendations for the Ultraviolet System
- Updated price/parts list of all components that make up the Fischer & Porter UV system
- AC voltage check using Fluke 43B analyzer
- Reduced pricing on most components

The costs for this site evaluation contract will be as follows, Please sign your name beside the year length of contract you wish to have and return to Ironbrook Partners.

Contract Length

Authorized Signature and Date

1 year contract	\$1500/year
2 year contract	\$1450/year
3 year contract	\$1350/year
4 year contract	\$1250/year
5 year contract	\$1100/year

Notes:

It is the site's responsibility to schedule the site visit. Typically a minimum three-week lead-time is required. The site will have one year after signing to schedule a visit or an invoice will be sent covering that period of the contract. Payment to be made upon completion of each visit. (E.g. if signing a 5 year contract each visit will be \$1100.00 upon completion of the visit)

If additional time (past 8 hours, or more days) is required on site to correct problems, install equipment, etc. then an additional charge will apply based on \$75/hr plus expenses.

IronBrook Partners (IBP is part of the IBI Group of Companies)
15 Donlands Ave., Sharon, Ontario, Canada L0G 1V0
Telephone (905) 478-1022, Telefax: (905) 478-1033

Wautoma – silver lakes

EXHIBIT 4.4

HUMANE SOCIETY FOR HAMILTON COUNTY

SERVICE AGREEMENT

This Agreement, made and entered into this 26th day of January, 2004, by and between the Hamilton County, Indiana, a municipal corporation, (hereinafter referred to as the "County"), and the Humane Society for Hamilton County, Inc., an Indiana non-for-profit corporation, (hereinafter referred to as the "Society").

WITNESSETH:

WHEREAS, the Society and the County wish to set forth an arrangement by which the Society will provide services to residents of the County.

NOW THEREFORE in consideration of the mutual covenants and conditions set forth herein below, the parties hereby agree as follows:

1. The term of this Agreement shall be from January 1, 2004 to December 31, 2004.
2. Definitions.
 - a. "Participating Unit" is defined as the County, and any city, or town within the County which enters into an agreement to reimburse the County, the amount of One Hundred Fifty-seven Dollars and Forty-four Cents (\$157.44) per animal for each Stray Animal, which is received by the Society.
 - b. "Stray Animal" is defined as: 1) an animal delivered to the shelter from a law enforcement officer of a Participating Unit; or 2) an animal which is delivered to the shelter by a resident of a Participating Unit, which is not owned or controlled by the resident, but is delivered by the resident in order that the animal may be

treated humanely.

3. The amount to be paid by the County to the Society shall be One Hundred Fifty-seven Dollars and Forty-four Cents (\$157.44) per Stray Animal as defined herein. The total paid shall not exceed Two Hundred Ninety-three Thousand Dollars (\$293,000), for the calendar year. During the first six months of 2004, the Society shall be paid the amount of Twenty-two Thousand Seven Hundred Fifty Dollars (\$22,750) monthly toward the obligation of the Participating Units.

4. The Humane Society shall continue to maintain and provide the County with a monthly list of Stray Animals delivered to the shelter from the unincorporated areas of the County and the incorporated areas of the Participating Units. In the last six (6) months of 2004, the monthly payments shall be adjusted in the event the number of Stray Animals received by the Society during the first six (6) months is greater or less than Eight Hundred Sixty-seven (867). In that event, the monthly payments due from the County to the Society shall be adjusted to a monthly payment equal to the monthly average number of Stray Animals during the first six (6) months times One Hundred Fifty-seven Dollars and Forty-four Cents (\$157.44), but in no event more than Twenty-six Thousand Eighty-three Dollars and Thirty-three Cents (\$26,083.33) per month. Within thirty (30) days of the end of the year, the County shall pay any additional amounts due to the Society at the rate of One Hundred Fifty-seven Dollars and Forty-four Cents (\$157.44) per animal, but in no event shall the total amount paid for Stray Animals received in 2004 be greater than Two Hundred Ninety-three Thousand Dollars (\$293,000).

5. In the event the Society receives animals to be held pursuant to a Court Order, payments for those animals shall be in addition to the per animal payments set out in Section 3 and 4 above, subject, however, to appropriation if the total payments to the

Society in 2004 exceed Two Hundred Ninety-three Thousand Dollars (\$293,000). The County agrees to seek said appropriation. The Society agrees to attempt to mitigate Court ordered costs in conformance with the prior agreements between the County and Society.

6. A monthly payment of Twenty-two Thousand Seven Hundred Fifty Dollars (\$22,750) per month shall continue after December 2004, until this Agreement is terminated or modified, subject, however, to funding by appropriation.

7. Termination. This Agreement may be terminated as follows:

- a. Unilateral termination. Either party may unilateral terminate this Agreement upon sending written notice of such intent to the other party at least sixty (60) days prior to the termination date.
- b. Termination by agreement. In the event the Society and the County shall mutually agree in writing, this Agreement may be terminated on those terms and date as stipulated therein.
- c. Termination for breach. Either party as a result of a breach of any of the provisions or terms of this Agreement may terminate this Agreement. In order to terminate pursuant to this provision, the non-breaching party shall provide a written notice to the other party outlining the breach. If the breaching party does not then cure such breach within the succeeding thirty (30) day period or initiate a good faith effort to cure said breach, then the non-breaching party may terminate this Agreement at any time after such thirty (30) day period upon written notice to the breaching party.

8. All boarding charges levied by a court of law and received for animals held at the shelter pending court action initiated by the County shall be paid to the Society, and shall not be a credit towards sums owed by the County under this Agreement. The Society shall notify the County of any animal held by Court Order in excess of twenty (20) days.

9. The Society shall retain all contractual payments, donations and other monies it receives from any source including non-participating units, and the County shall not be entitled to credit for such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees, which the Society may charge an owner of any animal, which has been impounded in the shelter. Any impoundment fee shall be reasonably related to the cost of record keeping and care incurred thereby.

10. The Society shall perform the following services for the County in the following manner:

a. Operation of the Animal Shelter. The Society shall operate the animal shelter and its respective animal programs according to applicable law and according to humane principals set forth by the Humane Society of the United States or the American Humane Association, to the degree possible with the facilities and funds available.

b. Proper Housing. The Society shall make the animal shelter available to the County during normal business hours and shall provide access at other times in cases of emergency for the proper housing of all lost, stray, abused, or homeless small animals which are delivered to the shelter by Animal Control Officers or by the County pursuant to contract.

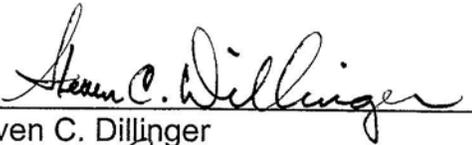
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
day and year first above written.

BOARD OF COMMISSIONERS OF
HAMILTON COUNTY

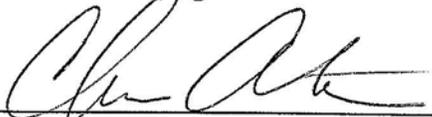
Date: January 26, 2004



Steven A. Holt

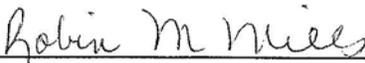


Steven C. Dillinger



Christine Altman

ATTEST:


Robin M. Mills, Auditor

Date 1-26-04

HUMANE SOCIETY

By: 

Printed: David S. Saunders

Title: President - Board of Directors

ATTEST:

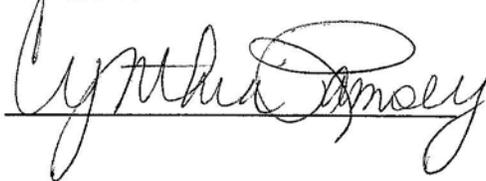


EXHIBIT 4.5



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-3055

**Mitchell E. Daniels, Jr.,
Governor**
Karl B. Browning, Commissioner

February 13, 2008

Town of Westfield
2706 East 171st Street
Westfield, IN 46074

ATTENTION: Neil VanTrees

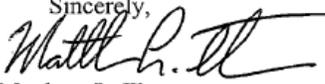
UTILITY ADJUSTMENT
Project No.: 0886006
Des. No.: 9901670
Location: SR 32, from 1.6 miles W of US 31 to US 31
In Hamilton County

Dear Mr. VanTrees,

Enclosed are two copies of Extraordinary Cost (Work by State Contractor) Agreement between the State and your utility. The agreement covers reimbursement for the relocation of your facilities to accommodate construction of the subject project.

In the above mentioned agreement it is stipulated that your utility shall convey by separate instrument to the State for highway purposes such property or right to use such property as the State may require for the construction and maintenance of this project. Also enclosed are two copies of an easement subordination agreement for this purpose.

We request that both copies of both the reimbursement agreement and the subordination agreement be properly executed and returned to this office. A copy of each of the completely executed agreements will be returned for your file. The attached sheet describes how to execute these agreements. If you should have any questions, please contact Aschalew Atya of this office at (317) 232-5160.

Sincerely,

Matthew L. Thomas
Utility/Railroad Manager

Encl:

Signature Requirements for INDOT Utility Unit Agreements
www.in.gov/dot/
An Equal Opportunity Employer



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-3055

**Mitchell E. Daniels, Jr.,
Governor**
Karl B. Browning, Commissioner

The following is required by the State of Indiana Attorney General's Office

1. The agreement must be signed by either the President of the utility or by the Chairman of the Board. If anyone else signs the agreement we must have written documentation of that person's authority to commit the utility to the terms of the agreement.
2. The signatures on both the agreement and subordination agreement must be notarized and the notary seal must be visible.

INDIANA DEPARTMENT OF TRANSPORTATION HIGHWAY UTILITY AGREEMENT

Agreement Amount: \$1,028,934.00 Des No: 9901670 Agreement Type: Extraordinary

cost _____ Project No: 0886006 Work Description: Relocation of Road: SR 32

Water Lines County: Hamilton This Agreement, made and entered into this day of , 20 , by And between

Town of Westfield

2706 East 171st Street

Westfield, IN 46074 (hereinafter referred to as the Utility,) and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as INDOT).

WITNESSETH:

WHEREAS, INDOT desires to improve and/or maintain the condition of the above referenced road and has determined to perform the construction designated by the above project number;

WHEREAS, INDOT has determined that a portion of the Utility's relocation cost is eligible for reimbursement by INDOT pursuant to I.C. 8-23-2-6(a)(15)(A);

WHEREAS, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference;

WHEREAS, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY

COVENANT AND AGREE AS FOLLOWS:

SECTION 1 – PREPARATION OF RELOCATION PLANS FOR INDOT’S CONSTRUCTION CONTRACT

The Utility shall prepare, or cause to be prepared, all plans, specifications and a preliminary itemized cost estimate, for relocation of the Utility’s facilities that need to be relocated in order to construct INDOT’s project. INDOT’s construction contract will require the contractor, which is awarded the contract, to list the Utility as an additional named insured. In addition, INDOT’s construction contract will provide that the Utility is a third-party beneficiary with respect to the relocation work. No changes to the plans or specifications for relocation of the Utility’s facilities shall be made without the written approval of the Utility. INDOT will prepare the final engineer’s estimate for the construction contract.

SECTION 2 – AWARDING OF CONSTRUCTION CONTRACT

INDOT will advertise one (1) contract for bids which includes the plans and specifications for relocation of the Utility’s facilities and INDOT’s plans and specifications for INDOT’s project. Upon receipt of an acceptable bid in accordance with State law, INDOT will award a contract for construction of the work. The Utility agrees to have the contractor to whom INDOT awards the contract relocate the Utility’s facilities.

SECTION 3 – CONSTRUCTION TESTING AND INSPECTION

INDOT will provide construction inspection and testing services to monitor the contractor’s relocation of the Utility’s facilities. The Utility may inspect, at its own cost, the relocation of the Utility’s facilities. The Utility shall timely advise INDOT, in writing, of any deficiencies that are observed. Prior to INDOT’s final acceptance of the construction contract, the Utility shall make an inspection of the Utility’s relocation work and advise INDOT in writing of the Utility’s acceptance thereof. Such acceptance shall not be unreasonably withheld.

SECTION 4 – SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility’s rights herein to those of the INDOT in the highway right-of-way by executing a subordination Agreement.

SECTION 5 – REIMBURSEMENT

INDOT shall reimburse the Utility for one hundred percent (100%) of the cost of relocation minus betterment (as described below) that is in excess of the smaller of the following amounts:

- a) Ten percent (10%) of the total operating revenue received by the Utility during the Utility’s most recent fiscal year; or
- b) Fifty percent (50%) of the total estimated cost of the INDOT’s construction project.

The estimated cost of relocation is \$1,350,000.00 (See Exhibit “B” for an itemization.)

The Utility represents that the total operating revenue received by the Utility during the utility's most recent fiscal year was \$3,210,659.62. The estimated cost of betterment to the utility's facilities is \$0.00. The total estimated cost of INDOT's construction project is \$12,880,916.08. Therefore the estimated amount of the Utility's cost of relocation to be reimbursed by INDOT is \$1,028,934.00. The Utility understands that INDOT will not reimburse the Utility for the cost of the betterment.

The Utility has appropriated, duly made and entered of record, the sum of \$ 321,066.00 to apply to the cost of the project. A copy of the Utility's official record wherein such appropriation was made is attached as Exhibit "C".

SECTION 6 – COMPLETION OF PROJECT

Upon final acceptance of the contractor's work (the construction contract) by INDOT, the Utility shall be responsible for maintenance, repair, and/or reconstruction of the Utility's facilities.

SECTION 7 – WAIVER

In consideration for INDOT's participation in this contract, the Utility waives any claim, demand, or expectation it may have in the future against INDOT based upon any negligent omission and/or commission by INDOT's contractor performing the relocation of the Utility's facilities.

SECTION 8 – PAYMENTS

Within forty-five (45) days after the contract is awarded, the Utility shall pay INDOT a sum equal to one hundred percent (100%) of the Utility's share of the bid price for construction as stated above in Section 5. If an Advice of Change Order (AC) is approved which increases the Utility's share of the project cost, the Utility shall pay INDOT with thirty (30) days a sum equal to one hundred percent (100%) of such increased cost. If the Utility's share is less than the amount the utility has contributed, then INDOT will refund the difference within thirty (30) days.

SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns.

SECTION 10 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation or the State.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION 12 – PENALTIES/INTEREST/ATTORNEY’S FEES

INDOT will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney’s fees, except as required by Indiana law.

SECTION 13 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this agreement shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this agreement require formal amendment.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 14 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

- (1) the UTILITY and any principals of the UTILITY certify that
 - (A) the UTILITY, 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 UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:

- (A) except for de minimis and nonsystematic violations, 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 the Contract, even if IC 24-4.7 is preempted by federal law.

SECTION 15 – CONFLICT OF INTEREST

A. As used in this section: “Immediate family” means the spouse and the unemancipated children of an individual. “Interested party,” means:

- 1 The individual executing this Agreement;

- 2 An individual who has an interest of three percent (3%) or more of the Utility, if the Utility is not an individual; or
- 3 Any member of the immediate family of an individual specified

under subdivision 1 or 2. "Commission" means the State Ethics Commission.

- B. INDOT may cancel this Agreement without recourse by the Utility if any interested party is an employee of the State of Indiana.
- C. INDOT will not exercise its right of cancellation under section B, above, if the Utility gives INDOT an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of INDOT employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.
- D. The UTILITY has an affirmative obligation under this Agreement to disclose to INDOT when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to INDOT and the Indiana Department of Administration within ten (10) days after receiving actual notice that the Utility or an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of agreement opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of \$25,000.00, the UTILITY hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

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

B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Utility'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;

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 Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

SECTION 17 – FUNDING CANCELLATION CLAUSE

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

SECTION 18 – NON-DISCRIMINATION

A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this agreement.

SECTION 19 – DEBARMENT AND SUSPENSION

The UTILITY 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 agency or department agency or political subdivision of the State of Indiana. The term "principal" for the 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 UTILITY.

SECTION 20 – CERTIFICATION FOR FEDERAL-AID CONTRACTS LOBBYING ACTIVITIES

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief, that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

SECTION 21 – APPROVAL OF ATTORNEY-GENERAL

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality

SECTION 22 – ETHICS

The Utility 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 Indiana Code § 4-2-6 *et seq.*, the regulations promulgated hereunder, and Executive Order 05-12, dated January 12, 2005. If the Utility is not familiar with these ethical requirements, the Utility should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Utility or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract

immediately upon notice to the Utility. In addition, the Utility may be subject to penalties under Indiana Code § 4-2-6-12.

SECTION 23 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the Utility, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Utility, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

(Utility Name)

(Signature of Officer)

(Officer’s Name, Printed or typed)

(Officer’s Position)

A C K N O W L E D G E M E N T

State of County of SS: Before me, the undersigned Notary Public in and for said County and State, personally appeared

(Names and offices of signers of Utility)

(Name of Utility) and acknowledged the execution of the

foregoing contract on this day of ,

20 .

Witness my hand and seal the said last day.

My Commission Expires:day of , 20 (Signature)

(Seal) (Notary Public, Printed or typed)

The State of Indiana

By the Indiana Department of Transportation By:

Chief, Division of Design
For: Karl B. Browning
Commissioner

A C K N O W L E D G E M E N T

State of County of SS: Before me, the undersigned Notary Public in and for said County and State,
personally appeared Gerard F. Mroczka, Director, Division of Production Management, Indiana
Department of

Transportation

and acknowledged the execution of the foregoing contract on this day of ,

20 .

Witness my hand and seal the said last day.

My Commission Expires:day of , 20 (Signature)

(Seal) (Notary Public, Printed or typed)

Approved:

Approved:

Carrie Henderson, Commissioner Christopher Ruhl, Director Department of Administration

State Budget Agency Date: _____ Date:

_____ APPROVED AS TO LEGALITY AND FORM:

Steve Carter, Attorney General of Indiana Date Approved _____



COMMUNITY DEVELOPMENT
MONTHLY SUMMARY
PRESENTED TO THE
WESTFIELD CITY COUNCIL
JANUARY, 2008



BUILDING

Permit Revenue \$ 23,267.61

Reinspection Revenue \$ 1,695.00

Miscellaneous Revenue \$ 361.50



PLANNING

Plan Commission/Zoning Revenue Incurred:

\$550.00





Advisory Plan Commission Workshop Meeting Monthly Summary

- ✓ City Attorney, Brian Zaiger swore in new Commission members.
- ✓ Community Development Director, Greg Anderson, gave a brief presentation on the Department as well as the Advisory Plan Commission and the Board of Zoning Appeals.
- ✓ The 2008 meeting schedule was adopted.
- ✓ The new Advisory Plan Commission Rules of Procedure was discussed at length and continued to the regular meeting on January 28, 2008.
- ✓ A Commission President was appointed – Robert Smith
- ✓ A Commission Vice President was appointed – Cindy Spoljaric
- ✓ A Commission member was appointed to the Board of Zoning Appeals – Bill Sanders



APC – Regular Meeting 1/28/08
Summary



Anderson discussed changes to the agenda, continuances, and withdrawals.

The Advisory Plan Commission Rules of Procedure was adopted.

OLD BUSINESS:

Public Hearings on Old Business items have occurred previously.

0710-DP-14

WITHDRAWN BY PETITIONER

0710-SIT-11

3304 East 146th Street

Thompson-Thrift Development requests a Development Plan and Site Plan Review of a proposed commercial development, Bridgewater Promenade, on approximately 10.5 acres in the Bridgewater PUD Zoning District.

NEW BUSINESS:

Public Hearings on New Business items have yet to occur

PUBLIC HEARING

0708-DP-12

0708-SPP-03

WAIVER REQUEST-6 MONTH REVIEW / CONTINUANCE TO 02/04/08

19720 Tomlinson Road

PC Wright & Co., Inc. requests Development Plan and Secondary Primary Plat approval of a proposed subdivision, Tomlinson Terrace, on approximately 41.73 acres in the SF-2 District.

PUBLIC HEARING

0708-REZ-03

CONTINUANCE REQUESTED BY PETITIONER / WAIVER REQUEST-6 MONTH REVIEW / PETITIONER TO SET DATE

16025 Spring Mill Road.

Peacock Springmill, LLC requests a change in zoning for approximately 6.9 acres from the AG-SF1 District to the GB District.

PUBLIC HEARING

0709-REZ-04

CONTINUANCE REQUESTED BY PETITIONER

16024 Spring Mill Road

Douglas Realty Group, LLC requests a change in zoning for approximately 20 acres from the AG-SF-1 District to the LB District.

PUBLIC HEARING

0711-PUD-05

SENT TO CITY COUNCIL WITH POSITIVE RECOMMENDATION

NE Corner of 161st Street and Carey Road

Nelson and Frankenberger requests an amendment to Section H1, "The Preserve," of the Bridgewater PUD.

PUBLIC HEARING

0712-REZ-06

CONTINUED TO FEBRUARY 4 WORKSHOP MEETING

4005 Westfield Road

Indiana Members Credit Union requests change in zoning of approximately 5.5 acres from GO to GB.

PUBLIC HEARING

0801-ZOA-01

SENT TO CITY COUNCIL WITH POSITIVE RECOMMENDATION

WC 16.04.165 Development Plan Review





Revisions to Section 16.04.165 Development Plan Review of the Westfield-Washington Township Zoning Ordinance to provide for changes to the timing of mailed legal notice, proposed by Westfield Community Development.

PUBLIC HEARING
0801-ZOA-02

SENT TO CITY COUNCIL WITH POSITIVE RECOMMENDATION

WC 16.04.170 Board of Zoning Appeals

Revisions to Section 16.04.170 Board of Zoning Appeals of the Westfield-Washington Township Zoning Ordinance to establish criteria for the grant of Special Exceptions, proposed by Westfield Community Development.

PUBLIC HEARING
0801-ZOA-03

CONTINUED TO FEBRUARY 4 WORKSHOP MEETING

WC 16.04.210 Definitions

Revisions to Section 16.04.210 Definitions of the Westfield-Washington Township Zoning Ordinance to modify sign definitions, proposed by Westfield Community Development.

PUBLIC HEARING
0801-ZOA-04

SENT TO CITY COUNCIL WITH POSITIVE RECOMMENDATION WITH CHANGES (REMOVAL OF THE WORD "NEON")

WC 16.07.010 Lighting

Revisions to Section 16.07.010 Lighting of the Westfield-Washington Township Zoning Ordinance to provisions for sign lighting, proposed by Westfield Community Development.

PUBLIC HEARING
08-01

APPROVED

Lantern Commons Tax Increment Finance (TIF) District Request from the Redevelopment Commission to issue an Order confirming that the Lantern Commons TIF Economic Development Plan is compliant with the Thoroughfare Plan as a component of the Comprehensive Plan

REPORTS:

APC MEMBERS

None

APC OFFICERS

None

WCD STAFF

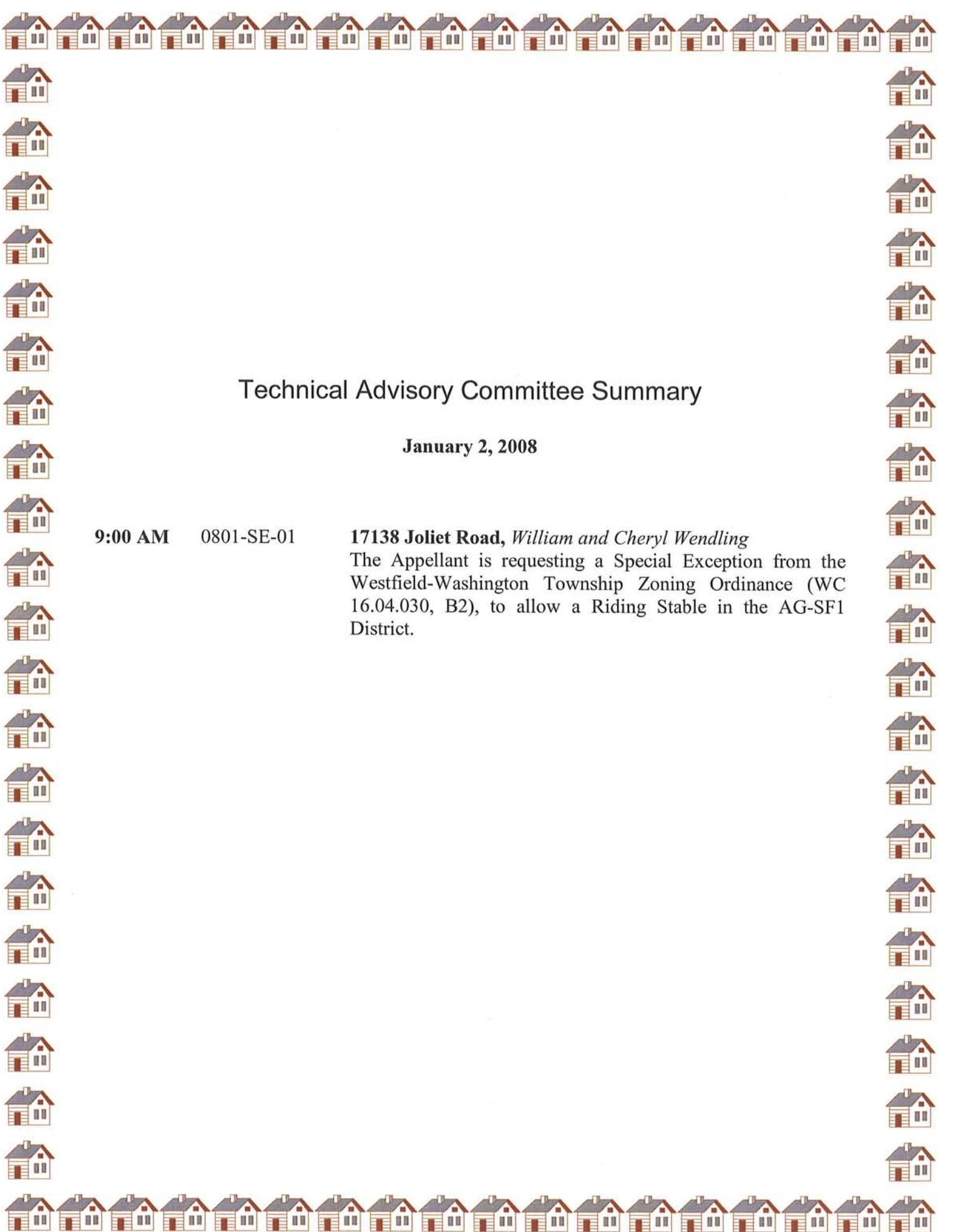
Springmill & 161st Special Study Update



Board of Zoning Appeals Monthly Summary

There was no BZA meeting held in January, 2008.





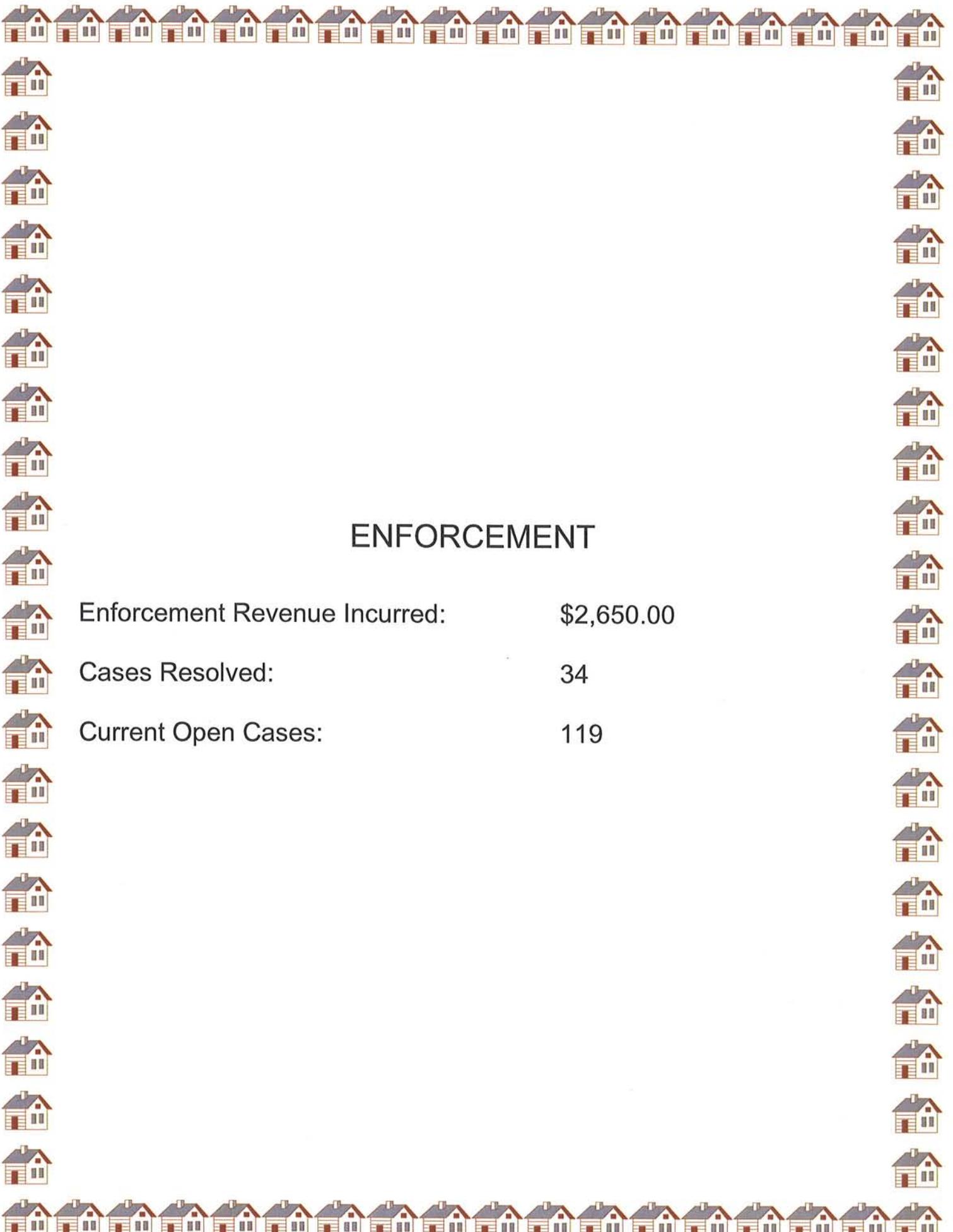
Technical Advisory Committee Summary

January 2, 2008

9:00 AM 0801-SE-01

17138 Joliet Road, William and Cheryl Wendling

The Appellant is requesting a Special Exception from the Westfield-Washington Township Zoning Ordinance (WC 16.04.030, B2), to allow a Riding Stable in the AG-SF1 District.



ENFORCEMENT

Enforcement Revenue Incurred: \$2,650.00

Cases Resolved: 34

Current Open Cases: 119



**City of Westfield Fire Department
Board of Public Works & Safety Report
January 1st- 31st, 2008**

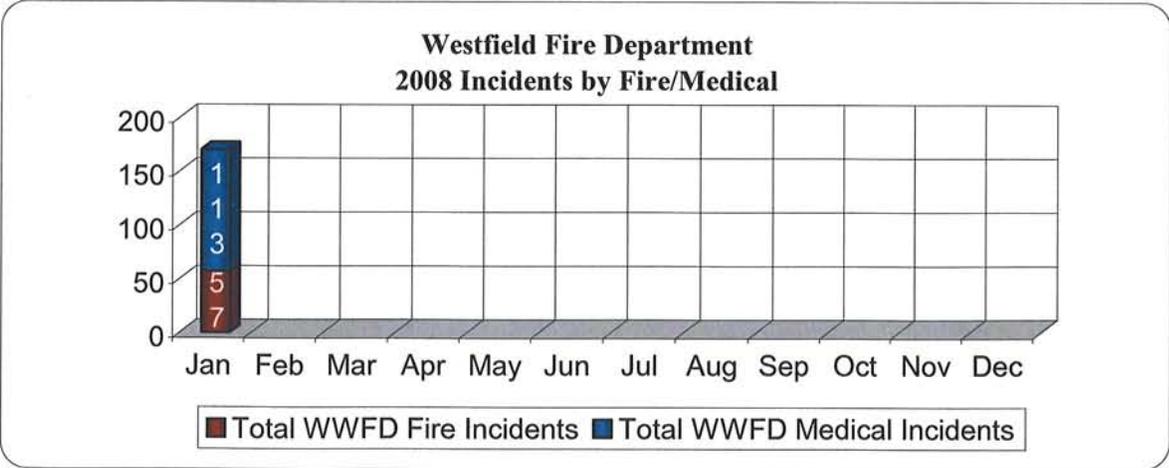
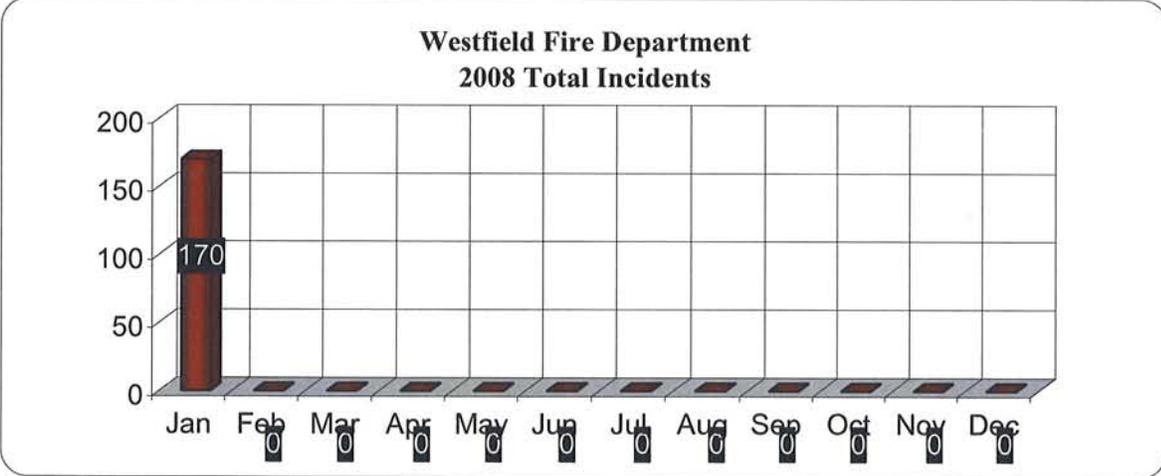
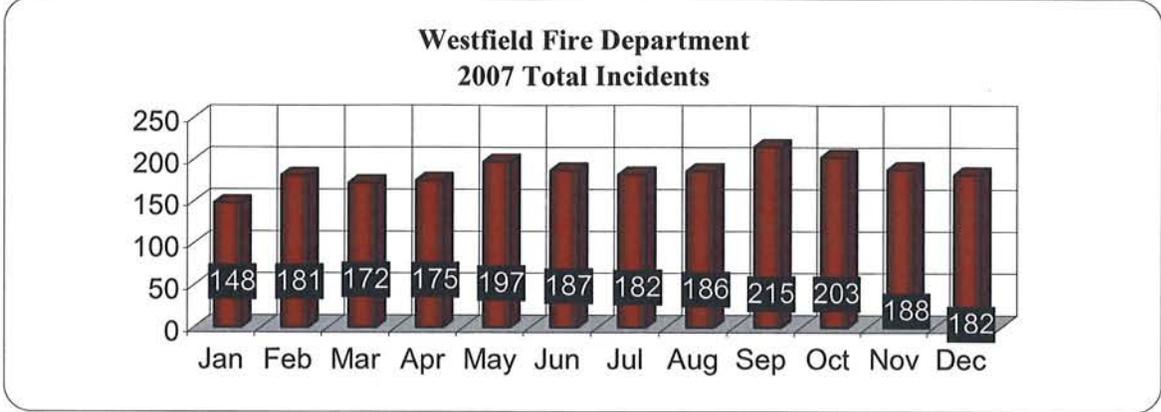
**Contact: Chief Todd Burtron
or Kristen Sparks
896-2704**



Westfield Fire Department 2008 Incident Statistics By Fire / Medical Groups



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WWFD Fire Incidents	57												57	33.5%
Total WWFD Medical Incidents	113												113	66.5%
Total WWFD Incidents	170	0	0	0	0	0	0	0	0	0	0	0	170	100%

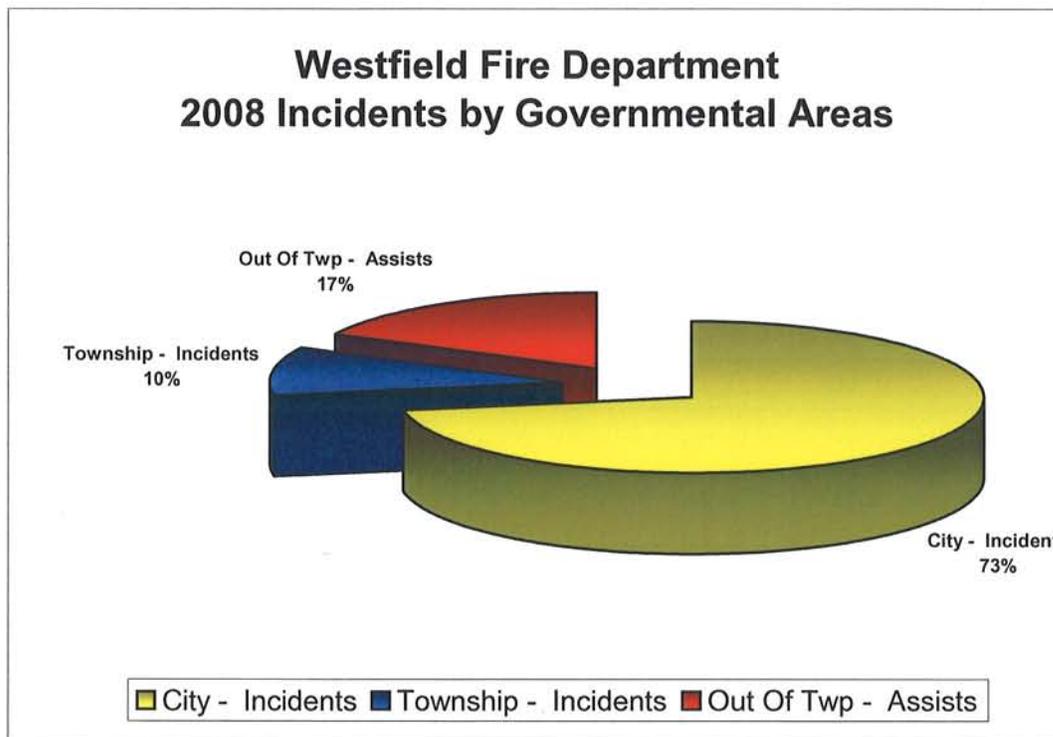




**Westfield Fire Department
2008 Fire/Medical Incidents
By Governmental Area**



2008 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	124												124	72.9%
Township - Incidents	18												18	10.6%
Out Of Twp - Assists	30												30	17.6%



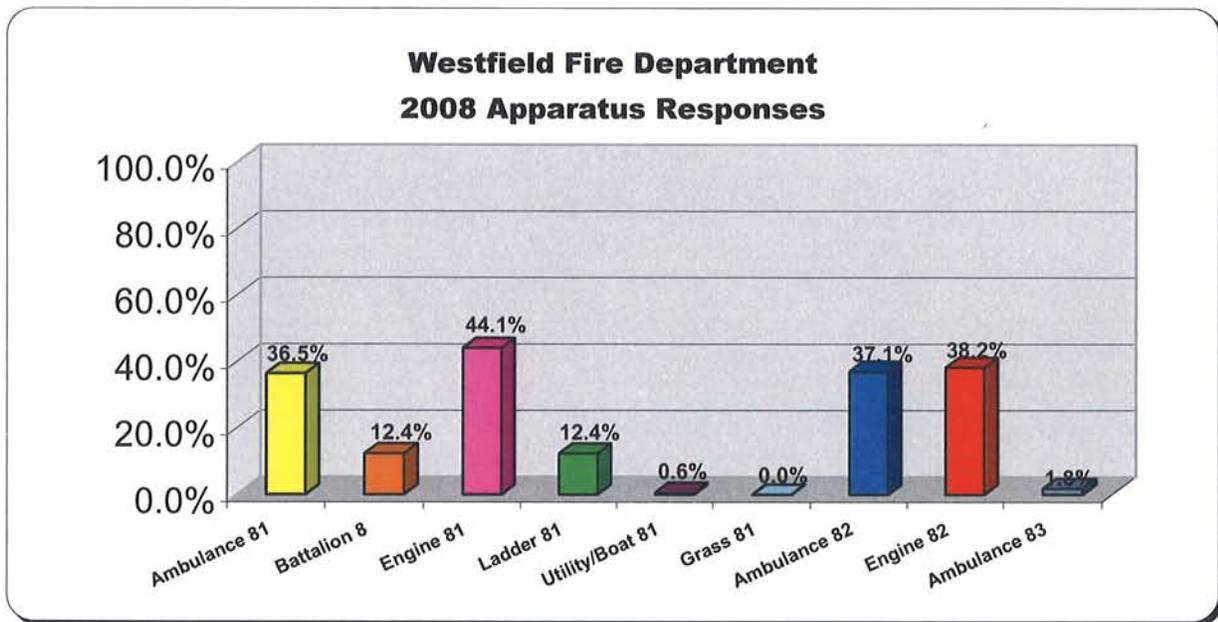


**Westfield Fire Department
2008 Total Apparatus Responses
By Unit & Station**



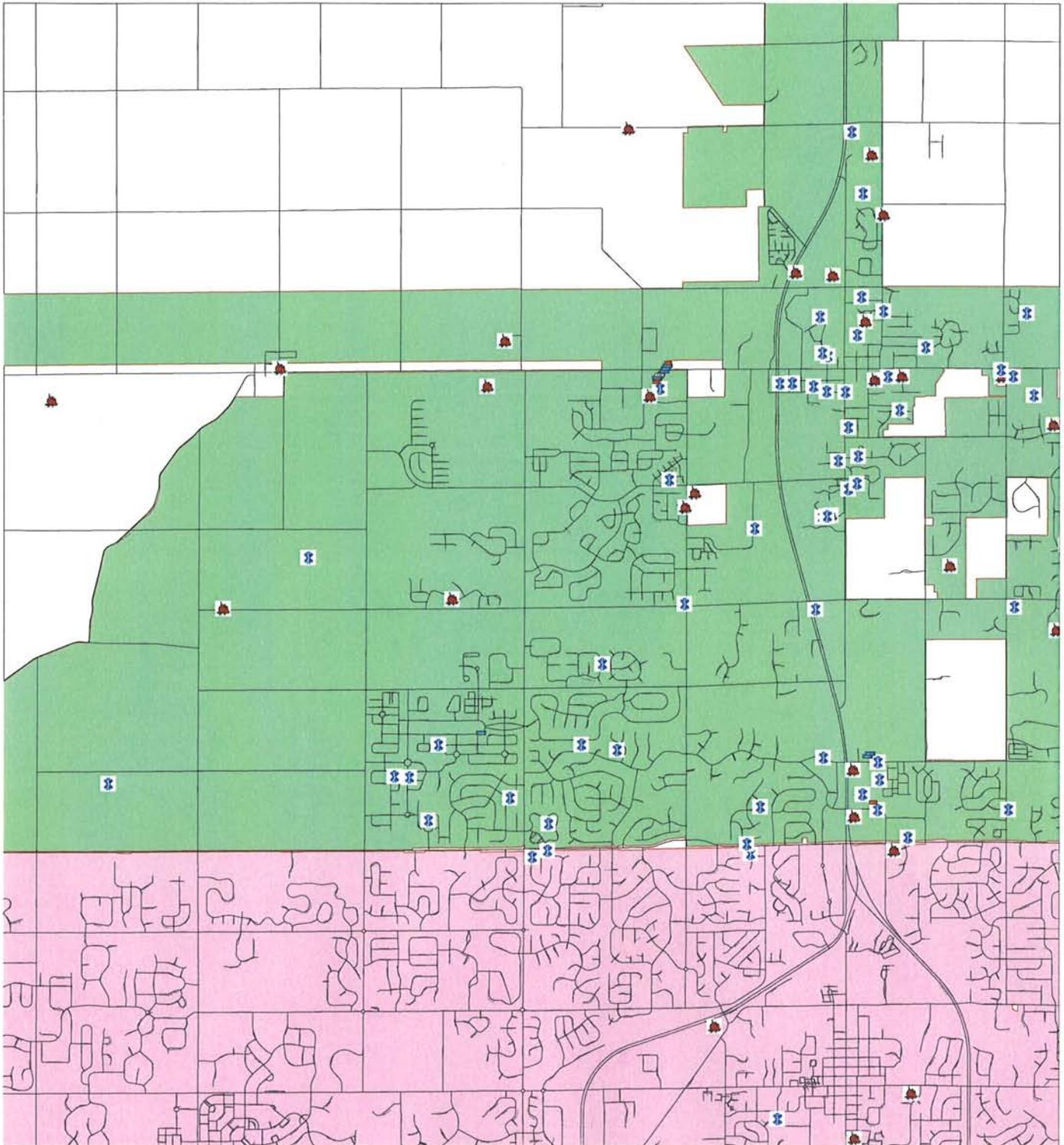
Station 81 Responses														Totals	%
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Ambulance 81	62													62	36.5%
Battalion 8	21													21	12.4%
Engine 81	75													75	44.1%
Ladder 81	21													21	12.4%
Utility/Boat 81	1													1	0.6%
Grass 81	0													0	0.0%

Station 82 Responses														Totals	%
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Ambulance 82	63													63	37.1%
Engine 82	65													65	38.2%
Ambulance 83	3													3	1.8%



NOBLESVILLE COMMUNICATIONS DEPARTMENT

Fire and Medical runs for the Month of January



WESTFIELD FIRE DEPARTMENT

Incident Type Report (Summary)

Alarm Date Between {01/01/2008} And {01/31/2008}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	7	4.11%	\$160,000	100.00%
114 Chimney or flue fire, confined to chimney	2	1.17%	\$0	0.00%
153 Construction or demolition landfill fire	1	0.58%	\$0	0.00%
	10	5.88%	\$160,000	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	7	4.11%	\$0	0.00%
311 Medical assist, assist EMS crew	1	0.58%	\$0	0.00%
3111 Lifeline Air Medical	1	0.58%	\$0	0.00%
3112 Dove Air Medical	8	4.70%	\$0	0.00%
321 EMS call, excluding vehicle accident with	89	52.35%	\$0	0.00%
322 Motor vehicle accident with injuries	5	2.94%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.58%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	5	2.94%	\$0	0.00%
365 Watercraft rescue	1	0.58%	\$0	0.00%
	118	69.41%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	2	1.17%	\$0	0.00%
444 Power line down	1	0.58%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.58%	\$0	0.00%
	4	2.35%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.58%	\$0	0.00%
510 Person in distress, Other	1	0.58%	\$0	0.00%
511 Lock-out	1	0.58%	\$0	0.00%
522 Water or steam leak	1	0.58%	\$0	0.00%
531 Smoke or odor removal	1	0.58%	\$0	0.00%
551 Assist police or other governmental agency	2	1.17%	\$0	0.00%
553 Public service	2	1.17%	\$0	0.00%
5531 Public education detail	2	1.17%	\$0	0.00%
571 Cover assignment, standby, moveup	1	0.58%	\$0	0.00%
	12	7.05%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.58%	\$0	0.00%
611 Dispatched & cancelled en route	5	2.94%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.58%	\$0	0.00%

WESTFIELD FIRE DEPARTMENT

Incident Type Report (Summary)

Alarm Date Between {01/01/2008} And {01/31/2008}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	7	4.11%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	7	4.11%	\$0	0.00%
731 Sprinkler activation due to malfunction	1	0.58%	\$0	0.00%
733 Smoke detector activation due to	1	0.58%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.58%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.58%	\$0	0.00%
740 Unintentional transmission of alarm, Other	3	1.76%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.58%	\$0	0.00%
744 Detector activation, no fire -	2	1.17%	\$0	0.00%
745 Alarm system activation, no fire -	2	1.17%	\$0	0.00%
	19	11.17%	\$0	0.00%

Total Incident Count: 170

Total Est Loss:

\$160,000

Westfield Parks and Recreation

Monthly Report

January, 2008

We have begun the year with some new possibilities and are looking forward to the new areas that we can get into this year. We will continue to do the things that have been successful in the past and adding new ideas and areas that will benefit the community.

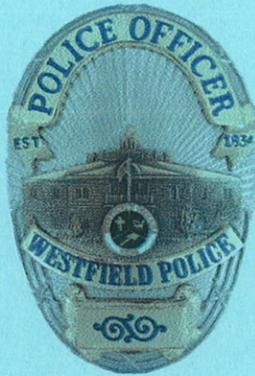
We have been continuing our Gym and Swim program. We are having an increasing number come to use the gym and pool at the High School as we continue to open the facility on Sundays. In 2008 we have had 611 participants. We have begun preparing for the 2008 Start Smart Sports program. We have reserved our times with the schools and will be publicizing and beginning the program on April 1, 2008.

The Monon Trail project is ongoing. The appraisal process has finished and the acquisition of property has begun. We are having very few problems with the home owners and things are progressing well. We have agreements with 40 of the 44 property owners at this time.

We have also begun to work development plans for Armstrong, Osborne and Freedom Trails Park. We are concentrating on Freedom Trails at this time; we will be able to make the biggest impact in improvements in this park this year. We are hoping we will be able to add playground equipment to 3 or 4 areas this year, some simple and others complete systems.

Submitted by Curt Cooley

Westfield Police Department



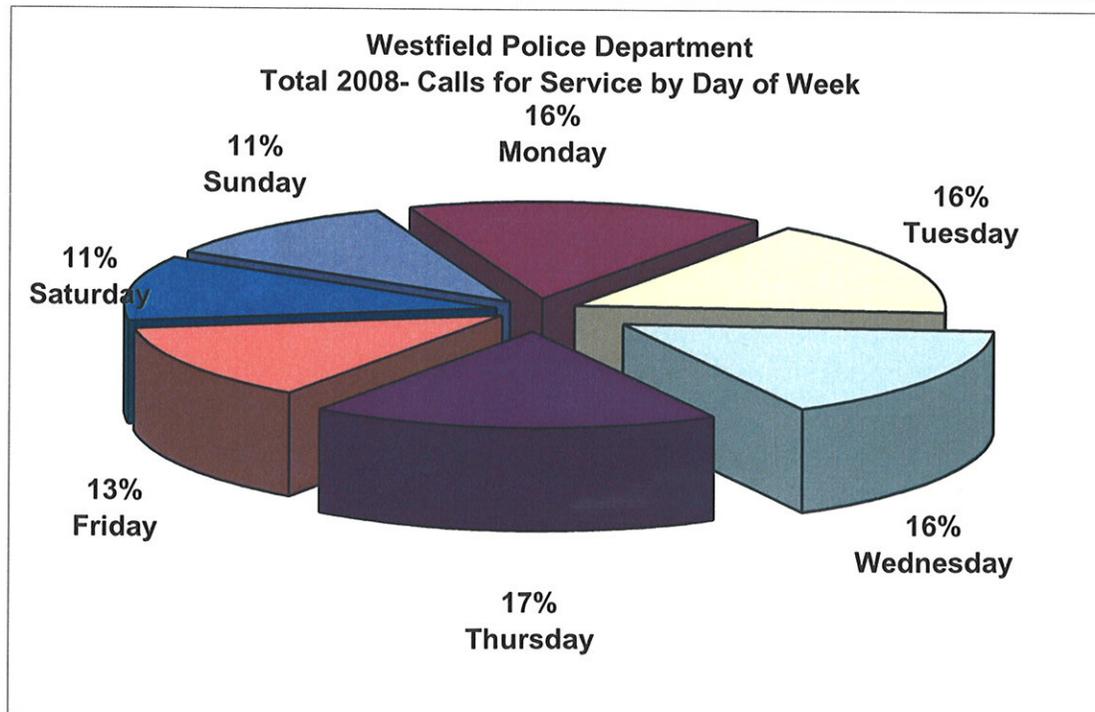
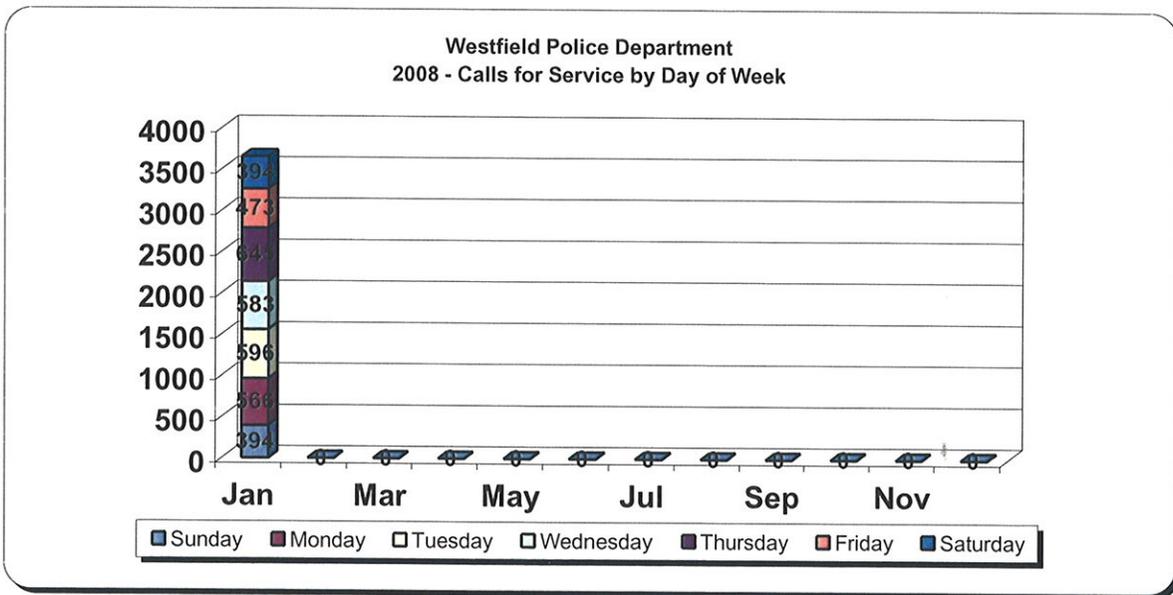
Board of Public Works & Safety Report

January 2008

Westfield Police Department

2008 - Calls for Service by Day of Week

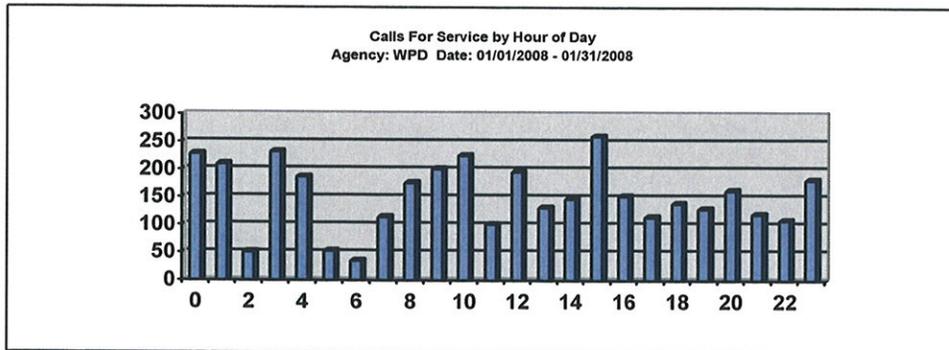
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Sunday	394												394
Monday	566												566
Tuesday	596												596
Wednesday	583												583
Thursday	645												645
Friday	473												473
Saturday	394												394
Total:	3651	0	3651										



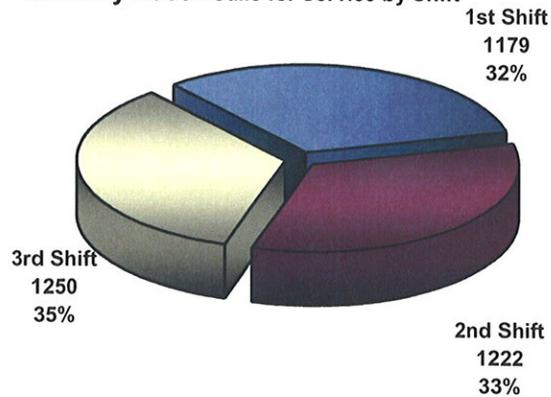
Westfield Police Department

2008 - Calls for Service by Hour of Day

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
12A	228												228
1A	210												210
2A	51												51
3A	232												232
4A	187												187
5A	53												53
6A	35												35
7A	114												114
8A	176												176
9A	201												201
10A	225												225
11A	101												101
12P	196												196
1P	131												131
2P	147												147
3P	260												260
4P	152												152
5P	114												114
6P	139												139
7P	129												129
8P	162												162
9P	119												119
10P	108												108
11P	181												181
TOTAL:	3651	0	3651										



Westfield Police Department January 2008 - Calls for Service by Shift



Jan-2008

1st Shift	1179
2nd Shift	1222
3rd Shift	1250
TOTAL	3651

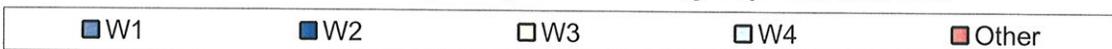
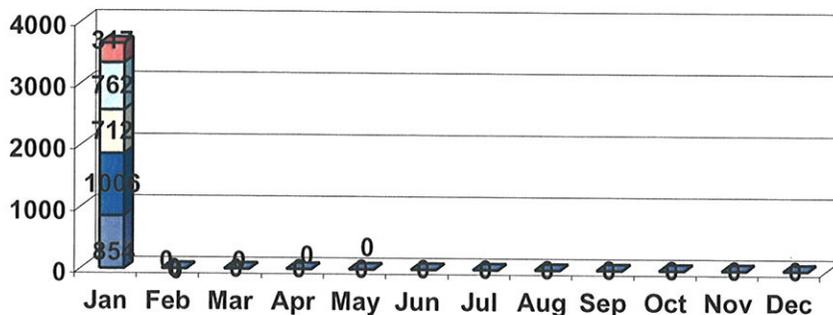
Westfield Police Department

2008 - Calls for Service by Area

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
W1	854												854
W2	1006												1006
W3	712												712
W4	762												762
Other	317												317
Total	3651												3651
Y2007	2615	2930	3024	3407	3276	3025	3395	3151	3517	3330	3521	2975	38166
Y2008	3651												3651

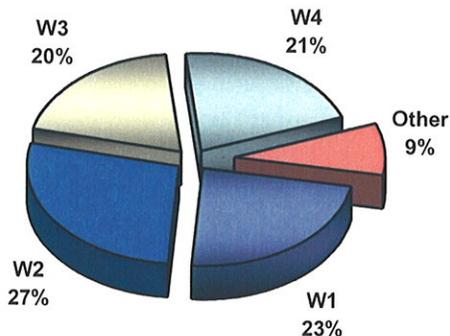
Westfield Police Department

2008- Calls for Service by Area



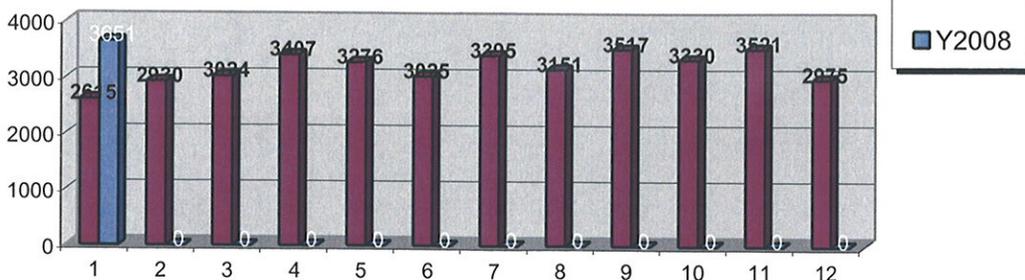
Westfield Police Department

January 2008 - Calls for Service by Area



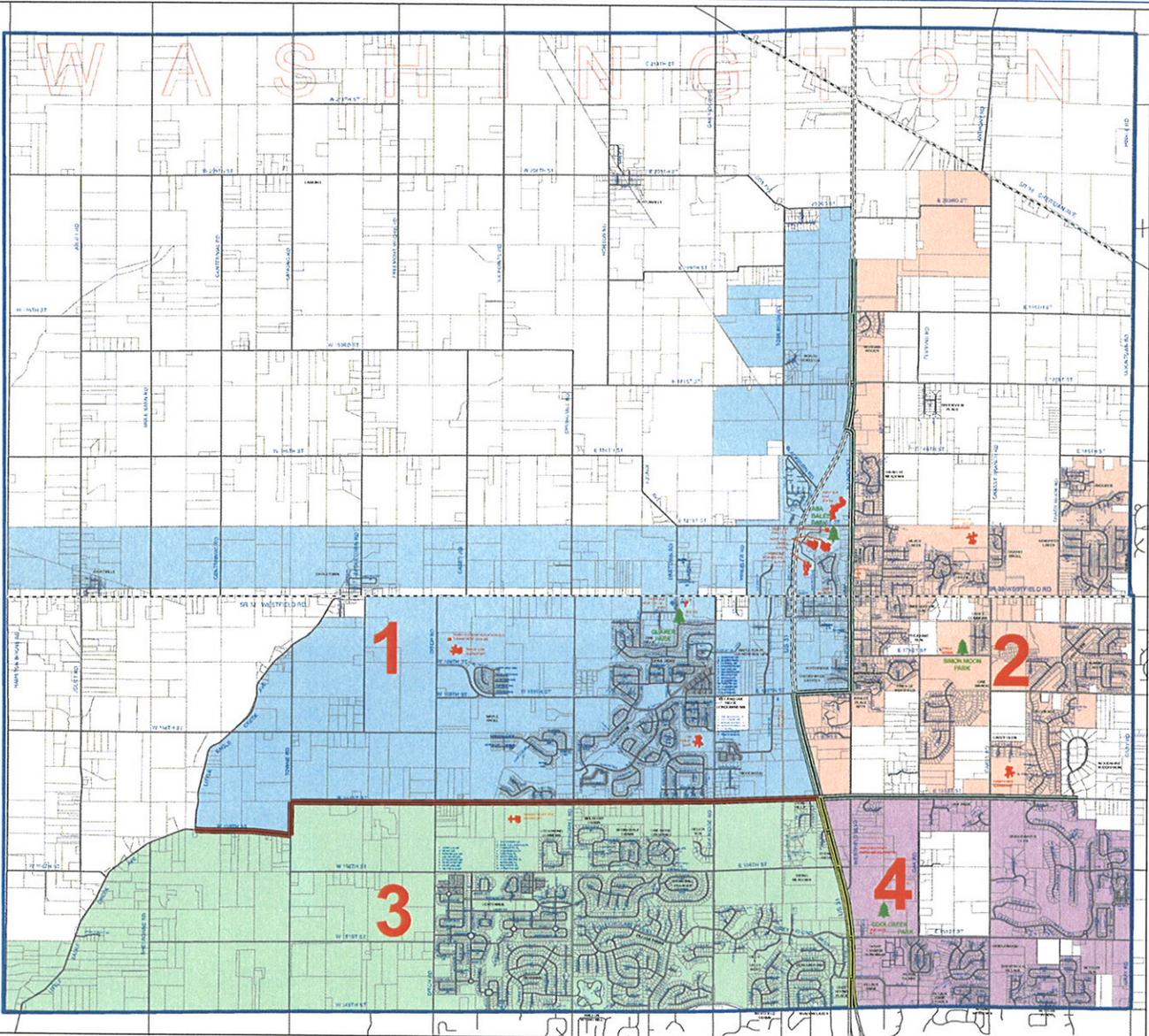
Westfield Police Department

Year-to-Date Comparison - Total Calls for Service



*Report stats only for 30 days.

WASHINGTON



Town of Westfield & Washington Township Town of Westfield Police Beat and Roadway Boundary Map October 1, 2006

Police Beats 1 2 3 4 Westfield Police Roadway Boundary Beat 1 Beat 2 Beat 4 PARCELS WASHINGTON TOWNSHIP WASHINGTON TOWNSHIP BOUNDARY



WESTFIELD PUBLIC WORKS



Memorandum

To: Westfield Board of Public Works & Safety Agenda
From: Kurt J. Wanninger
CC: Andy Cook, Bruce A. Hauk
Date: January 31, 2008
Re: Public Works Department Matters

BOARD OF PUBLIC WORKS
J. ANDREW COOK, MAYOR
JOHN B. HART, BOARD MEMBER
PATRICK TAMM, BOARD MEMBER
CHIEF ADMINISTRATIVE OFFICER
BRUCE A. HAUK
DIRECTOR OF PUBLIC WORKS
KURT J. WANNINGER
CLERK-TREASURER
CINDY J. GOSSARD

Memo to Board Members

Dear Board Members, I would like to take this opportunity to update you regarding some of the activities that have taken place within the Public Works Department over the last month.

Fees Collected

(See Attachment 1)

Department Safety Statistics

(See Attachment 2)

HNTB Progress Report

(See Attachment 3)

Employee of the Month

The department's Employee of the Month selection for January 2008 was James Eikman.

James has been with the Westfield Public Works Department since March 26, 2007. James is a Wastewater Associate within the Wastewater Collections Division. Please join me in congratulating James on this significant achievement.

ATTACHMENT #1

Yearly Permit Fees-2008

Type of Fees	January	February	March	April	May	June	July	August	September	October	November	December
Encroachment Permits	\$ 722.50											
Sewer Availability Fees	\$ 20,150.00											
Sewer Tap Fees	\$ 23,352.00											
Subsequent Sewer Connection	\$ 909.00											
Water Availability Fees	\$ 10,963.80											
Water-3/4" Tap Fees	\$ 9,730.00											
Water-1" Tap Fees	\$ 500.00											
Water-1 1/2" or Greater	\$ -											
Lawn Irrigation Fees	\$ -											
Road Impact Fees	\$ 101,257.54											
Plan Review Fees	\$ 600.00											
Inspection Fees	\$ 2,949.00											
Map Fees	\$ -											
Erosion Control Appl. Fees	\$ 1,680.00											
Erosion Control Penalty Fees	\$ 500.00											
Sanitary Sewer Permit Fees	\$ 300.00											
Water Permit Fees	\$ 300.00											
Water Service Line Protection	\$ 216.00											
Totals per Month	\$ 174,029.84	\$ -										

Type of Fees	1st Qtr Total	2nd Qtr Total	3rd Qtr Total	4th Qtr Total
Encroachment Permits	\$ 722.50	\$ -	\$ -	\$ -
Sewer Availability Fees	\$ 20,150.00	\$ -	\$ -	\$ -
Sewer Tap Fees	\$ 23,352.00	\$ -	\$ -	\$ -
Subsequent Sewer Connection	\$ 909.00	\$ -	\$ -	\$ -
Water Availability Fees	\$ 10,963.80	\$ -	\$ -	\$ -
Water-3/4" Tap Fees	\$ 9,730.00	\$ -	\$ -	\$ -
Water-1" Tap Fees	\$ 500.00	\$ -	\$ -	\$ -
Water-1 1/2" or Greater	\$ -	\$ -	\$ -	\$ -
Lawn Irrigation Fees	\$ -	\$ -	\$ -	\$ -
Road Impact Fees	\$ 101,257.54	\$ -	\$ -	\$ -
Plan Review Fees	\$ 600.00	\$ -	\$ -	\$ -
Inspection Fees	\$ 2,949.00	\$ -	\$ -	\$ -
Map Fees	\$ -	\$ -	\$ -	\$ -
Erosion Control Appl. Fees	\$ 1,680.00	\$ -	\$ -	\$ -
Erosion Control Penalty Fees	\$ 500.00	\$ -	\$ -	\$ -
Sanitary Sewer Permit Fees	\$ 300.00	\$ -	\$ -	\$ -
Water Permit Fees	\$ 300.00	\$ -	\$ -	\$ -
Water Service Line Protection	\$ 216.00	\$ -	\$ -	\$ -
Totals per Quarter	\$ 174,029.84	\$ -	\$ -	\$ -

Type of Fees	Yearly Totals	12 months - 2007	12 months of 2007
Encroachment Permits	\$ 722.50	\$ 25,106.20	\$ 25,106.20
Sewer Availability Fees	\$ 20,150.00	\$ 442,699.90	\$ 442,699.90
Sewer Tap Fees	\$ 23,352.00	\$ 400,610.40	\$ 400,610.40
Subsequent Sewer Connection	\$ 909.00	\$ 25,062.48	\$ 25,062.48
Water Availability Fees	\$ 10,963.80	\$ 411,028.68	\$ 411,028.68
Water-3/4" Tap Fees	\$ 9,730.00	\$ 212,442.00	\$ 212,442.00
Water-1" Tap Fees	\$ 500.00	\$ 1,750.00	\$ 1,750.00
Water-1 1/2" or Greater	\$ -	\$ -	\$ -
Lawn Irrigation Fees	\$ -	\$ 7,100.00	\$ 7,100.00
Road Impact Fees	\$ 101,257.54	\$ 432,515.96	\$ 432,515.96
Plan Review Fees	\$ 600.00	\$ 71,200.00	\$ 71,200.00
Inspection Fees	\$ 2,949.00	\$ 85,056.60	\$ 85,056.60
Map Fees	\$ -	\$ 276.25	\$ 276.25
Erosion Control Appl. Fees	\$ 1,680.00	\$ 43,320.00	\$ 43,320.00
Erosion Control Penalty Fees	\$ 500.00	\$ 20,650.00	\$ 20,650.00
Sanitary Sewer Permit Fees	\$ 300.00	\$ 3,000.00	\$ 3,000.00
Water Permit Fees	\$ 300.00	\$ 5,400.00	\$ 5,400.00
Water Service Line Protection	\$ 216.00	\$ 1,440.00	\$ 1,440.00
Gross Total for 2008	\$ 174,029.84	\$ 2,198,657.07	\$ 2,198,657.07

Type of Fees	Jan-07
Encroachment Permits	\$ 1,965.00
Sewer Availability Fees	\$ 15,925.00
Sewer Tap Fees	\$ 25,510.00
Subsequent Sewer Connection	\$ 843.60
Water Availability Fees	\$ 39,680.40
Water-3/4" Tap Fees	\$ 21,929.00
Water-1" Tap Fees	\$ -
Water-1 1/2" or Greater	\$ -
Lawn Irrigation Fees	\$ 225.00
Road Impact Fees	\$ 34,196.42
Plan Review Fees	\$ 10,565.00
Inspection Fees	\$ 4,896.21
Map Fees	\$ 37.50
Erosion Control Appl. Fees	\$ 1,500.00
Erosion Control Penalty Fees	\$ 700.00
Sanitary Sewer Permit Fees	\$ -
Water Permit Fees	\$ -
Water Service Line Protection	\$ 480.00
Total	\$ 159,421.13

Type of Fees	2007 Totals	2006 Totals	2005 Totals	2004 Totals
Encroachment Permits	\$ 25,106.20	\$ 23,536.30	\$ 12,772.10	\$ 7,351.80
Sewer Availability Fees	\$ 442,699.90	\$ 1,426,546.60	\$ 3,040,962.60	\$ 1,777,782.60
Sewer Tap Fees	\$ 400,610.40	\$ 712,284.00	\$ 825,766.00	\$ 731,800.00
Subsequent Sewer Connection	\$ 25,062.48	\$ 54,840.61	N/A	N/A
Water Availability Fees	\$ 411,028.68	\$ 1,380,543.35	\$ 2,122,651.55	\$ 1,427,085.51
Water-3/4" Tap Fees	\$ 212,442.00	\$ 420,874.50	\$ 442,330.00	\$ 270,070.00
Water-1" Tap Fees	\$ 1,750.00	\$ 5,965.00	\$ 39,581.17	\$ 63,824.10
Water-1 1/2" or Greater	\$ -	\$ 3,135.00	\$ 1,500.00	\$ 41,680.00
Lawn Irrigation Fees	\$ 7,100.00	\$ 4,480.00	\$ 4,200.00	\$ 2,700.00
Road Impact Fees	\$ 432,515.96	\$ 909,894.76	\$ 908,081.55	\$ 596,208.98
Plan Review Fees	\$ 71,200.00	\$ 138,015.00	\$ 30,075.00	\$ 24,500.00
Inspection Fees	\$ 85,056.60	\$ 93,523.38	\$ 10,536.57	\$ 616.77
Map Fees	\$ 276.25	\$ 525.00	\$ 104.50	N/A
Erosion Control Appl. Fees	\$ 43,320.00	\$ 26,904.00	N/A	N/A
Erosion Control Penalty Fees	\$ 20,650.00	\$ 13,300.00	N/A	N/A
Sanitary Sewer Permit Fees	\$ 3,000.00	\$ 7,200.00	N/A	N/A
Water Permit Fees	\$ 5,400.00	\$ 3,000.00	N/A	N/A
Water Service Line Protection	\$ 1,440.00	\$ 3,648.00	N/A	N/A
Gross Total	\$ 2,198,657.07	\$ 5,228,125.50	\$ 7,438,570.94	\$ 4,933,639.66

ATTACHMENT #2

**WESTFIELD PUBLIC WORKS
MONTHLY ACCIDENT STATISTICAL REPORT
FOR JANUARY 2008**

Location	# of employees	# of Hours Worked	Employee Accidents/ Incidents Month	Disabling Accidents/ Month	Lost Work Days	Restricted Work Days	OSHA Recordable Accidents	# of Vehicles	# of Miles Driven	# of Vehicle Accidents/ Incidents for the Month	Chargeable Vehicle Accidents for the Month	# of Property Damage Accidents/ Incidents	Cost of Property Damage Accidents/ Incidents
Administrative	10	1133	0	0	0	0	0	4	1588	0	0	0	\$0.00
CSC	5	655	0	0	0	0	0	1	194	0	0	0	\$0.00
Water	7	973.5	0	0	0	0	0	7	5250	0	0	0	\$0.00
Wastewater	8	1057	0	0	0	0	0	6	3882	1	1	1	\$84.00
Street-G/M	12	1544	0	0	0	0	0	16	11617	2	2	0	\$2,694.14
GIS	4	485.5	0	0	0	0	0	3	2013	0	0	0	\$0.00
Dev/Con-Eng	8	1049.5	0	0	0	0	0	5	2379	0	0	0	\$0.00
Inst & Controls	2	264	0	0	0	0	0	1	664	0	0	0	\$0.00
2008	56	7161.5	0	0	0	0	0	43	27587	3	3	1	\$2,778.14
2007	54	8091.25	1	0	0	1	1	41	30146	0	0	N/A	N/A

*Street 1/2/08- Dwight Smith backed vehicle 124 into a concrete post at WPWD due to not looking behind him causing damage to the right rear quarter panel. Inel resulting in \$2,271.14 in damage

*Wastewater 1/7/08- Josh Green made contact with an underground utility with a mini digger while making a repair at Adios Pass. A locate was called in. Duke Energy has not billed us for the damages and repairs made.

*Wastewater 1/17/08- Kurt Billhymmer was pulling out of a garage bay with a back hoe and hit the garage door frame and frame support with the front right side of the bucket causing damage to the door frame and support. This resulted in \$84.00 in damage.

*Street 1/22/08- Dwight Smith was plowing snow with the Mule in Asa Bales Park. He drove off a curb into the street, turned around and hit the curb with the plow blade which caused the front windshield to shatter. The windshield replacement cost is \$422.99.

ATTACHMENT #3

WESTFIELD BOARD OF PUBLIC WORKS and SAFETY MEETING February 28, 2008

Progress Report Executive Summary

- 1 TIF Projects – Greyhound Pass / Western Way (West Project), 151st Street from Carey Road to Setters Road (East Project). The plans are complete for the West project and are 95% complete for the East Project. These projects are scheduled for summer 2008 construction contingent on Utility Coordination and property acquisition. These are critical path issues that the City needs to address. Of the four parcels on the West project, three offers have been sent, one is pending; none has accepted and one is in condemnation. Two of the four appraisals on the East project are pending due to decisions that need to be made by the City.

- 2 River Road Water Treatment Plant Expansion. Construction by Contractor, Shook Construction, continues on the Chlorine and Filter Buildings. The two new filters were delivered and set in place on the west side of the treatment plant. Work continues to be done in the Chlorine Building and work in the existing treatment plant building. The regularly scheduled progress meeting was held on February 7, 2008 to review the past and upcoming construction activities. The Contractor submitted pricing for the proposed Well Nos. 11, 12 & 13. As a result of the provided costs, further modifications and negotiations were made with the contractor to further itemize the cost. Only the Well No. 12 portion of the original project will be included as a change order; remaining portions, Well Nos. 11 and 13, will be bid separately. To meet contractual obligations with the Indianapolis Department of Waterworks, the proposed work will need to be substantially complete by May 1, 2008. A change order and bid documents are being prepared for the Board's approval.

- 3 Westside Interceptor. The Contractor has started working again after a couple of weeks off in January. Weather conditions are continuing to slow the progress of construction. HNTB is continuing monitoring of several residential wells to determine if dewatering activities are impacting potable water supplies. The next progress meeting with the Contractor is scheduled for March 20, 2008.

- 4 Public Works Department Facilities Expansion. The City's contract with Browning Construction, Inc. for the Public Works Department Expansion project continues toward completion. Office foundation work is complete and framing work has started. Office design details are being finalized.

- 5 Sycamore/Birch Storm Sewers. Easement agreements, final design and easement preparation are expected to be carried out and completed soon.

- 6 US 31/SR 32 Signal Preemption. Installation of Opticom equipment by the City continues at several intersections.

CITY OF WESTFIELD

PROGRESS REPORT for

February 28, 2008 BOARD OF PUBLIC WORKS MEETING

The following covers HNTB activities for January-February 2008.

1. TIF Projects – Greyhound Pass / Western Way (West Project), 151st Street from Carey Road to Setters Road (East Project).

The plans are complete for the West project and are 95% complete for the East Project. The 5% on the East Project includes final design of the hardscape, landscape, lighting, and waterline design. A coordination meeting is needed between the City and Throgmartin-Henke to resolve landscaping and property acquisition issues. In addition, the City needs to coordinate with Duke Energy to finalize the utility agreement. Two of the four appraisals on the East project are pending due to decisions that need to be made by the City. The appraisals for the remaining two parcels are anticipated to be complete in March and offers sent in April.

On the West project, utility relocation plans are complete but contingent on property acquisition. Of the four parcels on the West project, three offers have been sent, one is pending, none has accepted and one is in condemnation.

2. River Road Water Treatment Plant Expansion

Construction by the contractor, Shook Construction, continues on the Chlorine and Filter Buildings and detention tank supports. Work continues to be done in the Chlorine Building and work in the existing treatment plant building. The regularly scheduled progress meeting was held on February 7, 2008 to review the past and upcoming construction activities. Pricing was received from the Contractor for the proposed Well Nos. 11, 12 & As a result of the proposed costs, modifications were made to the proposed design and additional pricing was requested from the Contractor to obtain lower pricing. Only the Well No. 12 portion of the original project will be included as a change order; remaining portions, Well Nos. 11 and 13, will bid separately. To meet contractual obligations with the Indianapolis Department of Waterworks, the proposed work will need to be substantially complete by May 1, 2008. A change order and bid documents are being prepared for the Board's approval. The Contractor started the excavation of Well House No. 12 on February 20, 2008.

3. Westside Interceptor

The Contractor, Atlas Excavating, Inc., is back on site and has crews installing sewer in three areas along the sewer route. Actions have been put in place to further monitor conditions and

enforce terms of the Contract. HNTB is continuing monitoring of several residential wells to determine if dewatering activities are impacting potable water supplies. A conference call is scheduled with the pipe supplier (Hobas), Contractor, WPWD and HNTB on February 21, 2008 to review installation procedures. The next progress meeting with the Contractor and the City is scheduled for March 20, 2008.

4. Public Works Department Facilities Expansion

The City is under contract with Browning Construction, Inc. for the Public Works Department Expansion project. The project continues on schedule. The Salt Storage/Streets Barn and Streets Storage Building Expansion have reached substantial completion and punch lists have been prepared for final work by the contractor. This season's supply of roadway salt and the City's public works vehicles are being stored in the new facilities. Office foundation work is complete; wood framing is now underway. Office design details such as the final floor plan and finishes are being finalized.

5. Sycamore/Birch Storm Sewers

HNTB staff and the City of Westfield have prepared an alternate storm sewer alignment that is consistent with a property owner's request. Easement agreements are required from five property owners. Thus far two written agreements have been signed. Upon receiving the five written agreements, the design sheets will be finalized and the City of Westfield can proceed with easement preparation. HNTB prepared an estimate of cost to carry out the easement preparation and forwarded same to the City of Westfield. The City of Westfield plans to finalize the easement agreements with the property owners soon. The final design and easement preparation can then be completed.

6. US 31 / SR 32 Signal Preemption

Of the ten (10) intersections approved by INDOT the City has installed six (6) Preemptions and the remaining four (4) will be completed pending INDOT projects.

7. Miscellaneous Assistance

- a. HNTB assisted WPWD with developer permitting for water and sewer projects including Meadowlands at Viking Meadows and Ace Hardware at Westfield Marketplace.
- b. For the SR 32 INDOT road improvement project, Westfield Utility relocation design has been completed; plans and specifications have been submitted this month to INDOT for inclusion in the SR 32 road improvement costs. In February, INDOT requested, and the City responded, with utility relocation plan modifications to accommodate future relocations planned in anticipation of SR 31 improvements. It is expected that the majority of engineering and construction costs will be totally reimbursed by INDOT.
- c. The City's National Pollutant Discharge Elimination System (NPDES) permit allowing discharge from the lagoons north of 171st Street is due to expire in 2008. The Indiana Department of Environmental Management (IDEM) final permit has now been received by

the City with a new expiration date of 2013.

- d. WPWD staff are gathering flow data which will contribute to HNTB engineering planning for a modified or new pumping station at the lagoons north of 171st Street. This pumping station will intercept a portion of the wastewater flow now reaching Oak Road Lift Station and being treated by City of Carmel, and instead pump the flow westward to the new Washington Woods Lift Station for treatment at the Westfield Westside Treatment Facility. The WPWD staff is considering bidding this project as a Performance Contracting (Energy Efficiency) Project. Bowen Engineering will be assisting.

- e. HNTB is evaluating various options to utilize the Viking Meadows Lift Station to serve areas on either side of U.S. 31 and north and south of 161st Street and eliminate various existing lift stations.