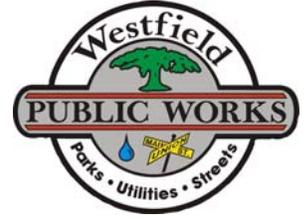


WESTFIELD PUBLIC WORKS



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

Agenda Items

Meeting Minutes

- January 17, 2008

Ordinances

- None

Resolutions

- None

Bid Approval

- None

Performance Bond Release

- None

Maintenance Bond Release

- None

Change Orders

- River Road Water Treatment Plant
 - Well field Expansion
- City Services Center
 - Campus Expansion

Agreements

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

Action Item #1 Approval of January 17, 2008 Board of Public Works and Safety Meeting

WESTFIELD PUBLIC WORKS & SAFETY MEETING, January 17, 2008

The City of Westfield, Board of, Public Works and Safety met on Thursday January 17, 2008 at Westfield Public Works. Present were: Mayor Andy Cook, Kurt Wanninger, John Rogers, Jack Hart (Board Member), Matt Strzynski, Patrick Tamm (Board Member), and Debby Tolley.

Mayor Cook called the meeting to order at 7:00 p.m.

Bid Approval -161st Street Bridge Reconstruction over the Kirkendall Drain, Small Structure Replacement: Jack Hart made a motion for the bid to go to Calumet Civil Contractors. Patrick seconded. Vote: Yes-3; No-0. Motion carried.

Performance Bond Release – Viking Meadows-Two Gaits Sec 1 at Viking Meadows. Jack Hart made a motion to approve. Patrick seconded. Vote: Yes-3; No-0. Motion carried.

Maintenance Bond Release – None

Change Orders – Washington Woods Lift Station; Change Order Number 4 – (\$2493.39).

Jack Hart made a motion to accept change order. Patrick seconded. Vote: Yes-3; No-0. Motion carried.

River Road Water Treatment Plant; Well field Expansion

Kurt Recommended that this item be tabled until the next Board meeting.

Agreements – Ingress-Egress Agreement; Cool Creek Village, LLC. Jack Hart made a motion to approve signature. Patrick seconded. Vote: Yes-3; No-0. Motion carried.

Departments Reports - Information Technology
Fire Department
Parks Department
Police Department
Public Works Department

Kurt advised Board of new plan, Property/Accident Policy, in place for Westfield Publics Works employees. Regarding incidents and accidents with their vehicles or City owned property.

Mayor Cook requested any questions from the Board. There were none.

Adjourn:

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

With no further business the meeting adjourned at 7:37 p.m.

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

COMMON COUNCIL OF THE CITY OF WESTFIELD

AYE

NAY

	Mayor J. 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 Change Order #1 River Road Water Treatment Plant

The Westfield Public Works Department is recommending the following Change Order for consideration. This change order is for the construction of one wellfield (Well # 12), and apparatus, located on the Welcome Well Field Property and the construction of raw waterlines for the connection to the Westfield Public Works Department Cherry Tree and River Road Well Fields.

The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Westfield Public Works Department to authorize a change order for the construction of the River Road Welcome Well Field Expansion for an amount not to exceed \$543,000.

Action Item #3 Change Orders - City of Westfield City Services Center

The Westfield Public Works Department is recommending the following Change Orders for consideration:

Original Contract Amount	- \$2,971,643.00
Change Order #1 – Change Metal Wall Panel Finish Specifications to KYNAR Almond	- \$1,759.00
Change Order #2 – Revise Date of Substantial Completion to reflect delay caused by Duke Energy	- \$0.00
Change Order #3 – Weather Delays	- \$0.00
Change Order #4 – Two Additional Windows on the south elevation	- \$1,100.00
Change Order #5 – Additional circuits for Compressor and Welder	- \$952.00
Change Order #6 – Additional 80 AMP branch service panel in the Street Maintenance Barn	- \$2,574.00
Change Order #7 – Additional water closet and urinal, rework existing plumbing in existing break room bathroom.	- \$2,448.00
Change Order #8 – Additional mechanical and electrical in the Street Maintenance garage	- \$1,717.00
Change Order #9 – Metal Liner Panel to be installed on 3 walls of the Street Maintenance Garage	- <u>\$21,832.00</u>
Change Order Request Total	- \$30,623.00
Revised Contract Amount	\$3,002,266.00

The Westfield Public Works Department recommends that the Board of Public Works and Safety consider these agreements for approval.

**Action Item #4 Agreement - Sewer Service and Availability Agreement -
Willfong-Kruetz Land Development – Towne Road Crossing PUD**

The Westfield Public Works Department is recommending the proposed This agreement, which was a requirement for the approve of the Towne Road Crossing PUD requires that the Developer, Willfong-Kruetz Land Development, enter into minimum commitment of EDU's for the proposed development, 722 EDU's, and a required schedule of payment, "Takedown Schedule", for the proposed development. (See Exhibit 1 Below)

The Westfield Public Works Department recommends that the Board of Public Works and Safety consider this agreement for approval and authorize the Public Works Director to execute the agreement.

EXHIBIT #1

SEWER SERVICE AND AVAILABILITY AGREEMENT

This Sewer Service and Availability Agreement (the "Agreement") is by and between the City of Westfield, Indiana, an Indiana municipality ("Westfield") and Wilfong Land Companies, LLC and its related entities and assigns ("Wilfong"), and is executed on the dates corresponding to signatures below;

WITNESSETH:

WHEREAS, Westfield renders sanitary sewer utility service in and around the corporate limits of Westfield and in Washington Township, Hamilton County, ("Washington Township");

WHEREAS, Westfield and Washington Township have experienced and are experiencing significant growth and development;

WHEREAS, the significant growth and development in and around Westfield and in Washington Township have caused Westfield to fund major capital improvements to its sanitary sewer utility to support and accommodate such development;

WHEREAS, in connection with said capital improvements, Westfield has issued sewer bonds;

WHEREAS, Wilfong, either itself or by and through related entities owns and/or is the contract purchaser of certain real estate located in Washington Township more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A," which shall include any additional real estate acquired by Wilfong after the date of this Agreement which is either (a) adjacent to the real estate described in Exhibit "A" or (b) is adjacent to real estate acquired pursuant to (a) above. (the "Real Estate");

WHEREAS, Wilfong, by and through related entities and/or its assigns intends to develop, or cause the development of, the Real Estate known as Towne Road Crossing, necessitating approximately 722 Equivalent Dwelling Units ("EDUs") for sanitary sewer utility;

WHEREAS, in order to service the development of the Real Estate, Westfield is willing to reserve 722 EDUs of sanitary sewer treatment capacity; and

WHEREAS, an EDU of sanitary sewer service shall hereafter be referred to as a "Sewer EDU".

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals, which shall be incorporated herein by reference and construed as terms of this Agreement with full force and effect equal to the following terms, the parties hereto agree as follows:

Section 1. Minimum EDU Commitment. Per the schedule specified in Section 3 below and at the price specified in Section 4 below, the Developer agrees and commits to purchasing at least 722 Sewer EDUs (the "Purchase Commitment"). Wilfong's obligations hereunder shall be contingent upon both (a) Wilfong receiving zoning approval for its project to develop the Real Estate as a Planned Unit Development on or before December 31, 2007, and (b) with the aggregate number of units of commercial, office, retail and residential units as identified in Exhibit C. In the event a Planned Unit Development is approved by Westfield with fewer units in any category, both Parties agree to reduce the Purchase Commitment by the appropriate number of Sewer EDUs.

Section 2. Westfield's Minimum EDU Commitment. At the prices which follow in Section 4, Westfield agrees and commits to make available, to service the demands of the Real Estate and the Development to be constructed thereon, at least 722 Sewer EDUs.

Section 3. Take Down Schedule and Anniversary Date. The Developer commits to purchase the aforementioned Sewer EDUs according to the schedule attached hereto as Exhibit "B" (the "Takedown Schedule"). The date of the first Takedown of Sewer EDUs shall establish the "Anniversary Date" for the purposes of payment each year for Wilfong's Purchase Commitment for such year, provided, however, that the date of the first Takedown shall be no later than August 1, 2009. For example: if Wilfong or a Permitted Assignee (as hereinafter defined) first purchases 100 Sewer EDUs on April 1, 2009, the Anniversary Date for the purposes of this Agreement shall be April 1st. If Wilfong and/or a Permitted Assignee has not purchased any Sewer EDUs on or before August 1, 2009, then Wilfong shall pay for its Purchase Commitment for 2009 on August 1, 2009 and August 1st shall be the Anniversary Date for the purposes of this Agreement. Once established, the Anniversary Date shall be the date during each year shown on the Takedown Schedule on which Wilfong shall pay Westfield for all or any portion of its Purchase Commitment for such not previously purchased during the preceding one-year period, subject to the carry forward provisions of Section 5.

Section 4. Price to Be Paid Per EDU. The price to be paid, per Sewer EDU, shall be the prevailing rate, as established by Ordinance and existing at the time payment is made at the following reduced schedule:

Availability Fee Discount of 10%

At any time during the term of this Agreement, if the price as set forth in this Section 4 is greater than the price which Westfield agrees to charge another developer or other third party for the purchase of Sewer EDUs for the same period at a discount of greater than ten percent (10%) or at a price per Sewer EDU which when calculated on a per Sewer EDU basis is less than the price to be paid by Wilfong hereunder, Wilfong and/or a Permitted Assignee shall be entitled to purchase Sewer EDUs for that period at a price equivalent to the price offered to such other developer or other third party. Fee waivers referenced under Chapter 2, Division 8 of the Municipal Code of the Town of Westfield, Indiana shall not be considered in any pricing or calculation for purposes of this paragraph. Any agreement entered into by the Town prior to the execution of this agreement shall not be subject to Section 4 of this agreement.

Section 5. Sewer EDU Carry Forward. In the event that, at the end of any of the foregoing one year periods set forth in Exhibit "B", the number of Sewer EDUs purchased by the Wilfong for such one year period exceeds the number of Sewer EDUs which Wilfong has committed to purchase during such one year period, the number of Sewer EDUs purchased by Wilfong in excess of the Purchase Commitment for that year will be credited against the Purchase Commitment for 2019 (the last year of Wilfong Purchase Commitment) until there is no longer any Purchase Commitment for the 2019. Thereafter, any excess purchased by Wilfong shall be credited against Wilfong's Purchase Commitment for 2018 and so on, and this Agreement shall be revised accordingly. Wilfong shall receive a credit against its Purchaser Commitment for any Sewer EDUs purchased by any subsequent purchaser of the Real Estate.

Section 6. Acceleration of Purchase. The schedule in Section 3 above specifies the minimum number of Sewer EDUs which Wilfong must acquire per year interval and, in the Wilfong's sole discretion, the Wilfong may elect at any time or times to purchase more than such yearly minimum at the price specified in Section 4 above as applicable to the year of purchase.

Section 7. Assignment. Wilfong shall have the right to assign all or a portion of its Purchase Commitment hereunder to another entity in which Ralph L. Wilfong II, is a principal or which is under common control with Developer or to any subsequent

purchaser of any of the Real Estate (a "Permitted Assignee"). Otherwise, neither Developer nor Westfield may assign this Agreement without the other's prior written consent, which consent shall not be unreasonably withheld.

Section 8. Authority. Each undersigned person signing on behalf of any party that is a municipality or limited liability company certifies that (i) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (ii) that each party hereto has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (iii) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of each party.

THE CITY OF WESTFIELD, INDIANA

By: _____
Kurt Wanninger,
Director of Public Works

Date: _____

WILFONG LAND COMPANIES, LLC

By: Ralph L. Wilfong II
Ralph L. Wilfong, II, President
Date: 1-15-08

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Curt Wanninger, Director of Public Woks of the City of Westfield, Indiana, and executed the foregoing Water and Sewer Service and Availability Agreement on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal, this _____ day of January 2008.

Notary Public – Signature

Notary Public – Printed

My Commission Expires:

My County of Residence:

EXHIBIT A

Land Description

A part of Section 32, Township 19 North, Range 3 East, and a part of Section 5, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, being described as follows:

Beginning at the Southeast corner of Section 32, the Point of Beginning; thence along the south line of said Section 32, South 89 degrees 25 minutes 04 seconds West, for a distance of 180.32 feet; thence North 00 degrees 00 minutes 14 seconds East, for a distance of 338.21 feet; thence North 89 degrees 24 minutes 34 seconds West, for a distance of 136.80 feet; thence South 00 degrees 13 minutes 15 seconds West, for a distance of 341.03 feet to said section line; thence along said section line, South 89 degrees 25 minutes 04 seconds West, for a distance of 606.03 feet; thence North 00 degrees 19 minutes 26 seconds West, for a distance of 210.76 feet; thence South 89 degrees 37 minutes 45 seconds West, for a distance of 370.89 feet; thence South 00 degrees 05 minutes 13 seconds West, for a distance of 212.14 feet to said section line; thence along said section line, North 89 degrees 25 minutes 04 seconds East, for a distance of 269.25 feet; thence South 00 degrees 09 minutes 41 seconds East, for a distance of 753.36 feet to centerline of the old Central Indiana Railroad; thence along said centerline, South 89 degrees 38 minutes 27 seconds East, for a distance of 1108.27 feet to the East line of said Section 5; thence along the East line of said Section 5, South 00 degrees 03 minutes 48 seconds West, for a distance of 844.77 feet; thence South 55 degrees 42 minutes 56 seconds West, for a distance of 505.47 feet; thence South 88 degrees 11 minutes 48 seconds West, for a distance of 215.77 feet; thence South 20 degrees 34 minutes 10 seconds West, for a distance of 617.06 feet; thence South 89 degrees 34 minutes 54 seconds West, for a distance of 1809.40 feet; thence North 00 degrees 03 minutes 34 seconds West, for a distance of 2258.36 feet; thence North 88 degrees 45 minutes 50 seconds East, for a distance of 512.65 feet; thence North 00 degrees 50 minutes 17 seconds West, for a distance of 207.53 feet to the North line of said Section 5; thence along said Section line, South 89 degrees 25 minutes 04 seconds West, for a distance of 551.30 feet; thence North 00 degrees 10 minutes 10 seconds East, for a distance of 1337.57 feet; thence North 89 degrees 50 minutes 15 seconds East, for a distance of 1322.97 feet; thence North 00 degrees 05 minutes 17 seconds East, for a distance of 631.24 feet; thence North 89 degrees 27 minutes 26 seconds East, for a distance of 1301.39 feet to the East Section line of said Section 32; thence along said East Section line, South 00 degrees 13 minutes 13 seconds West, for a distance of 1958.25 feet to the Point of Beginning.

Containing 214.168 acres, more or less

EXHIBIT B

The Takedown Schedule

<u>Year</u>	<u>EDU's Committed</u>
2009	15
2010	24
2011	24
2012	24
2013	24
2014	31
2015	100
2016	100
2017	125
2018	125
2019	130
	722

EXHIBIT C

The Approved Units

Airport Hospitality District: 65 Acres (Approximate)
Retail/Office/Service Space: 300,000 Sq.Ft. (Approximate)
Hotel: 100 Rooms (Approximate)
Apartments: 288 as illustrated
300 units (Maximum)

Neighborhood Commercial District: 19 Acres (Approximate)
Retail/Office/Service Space: 83,000 Sq.Ft. (Approximate)
Townhomes: 68 as illustrated (Approximate)
100 Units (Maximum)

Multi-Use District: 18 Acres (Approximate)
Office Space: 130,000 Sq. Ft. (Approximate)

Single Family Attached District: 16 Acres (Approximate)
Quads: 60 as illustrated
Density: 4.5 Units per Acre (Maximum)

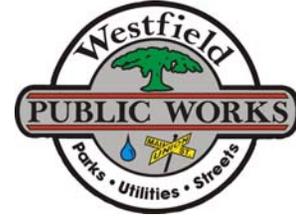
Rural Southwest District: 74 Acres (Approximate)
Single Family Detached: 74 as illustrated
Density: 1.0 Units per Acre (Maximum)

Aggregate Data:
PUD - total acreage: 214 Acres (Approximate)
Open Space - total acreage: 64.0 Acres (Approximate)
Retail Space - total Sq. Ft.: 250,000 Sq.Ft. (Approximate)
Office/Service Space - total Sq. Ft.: 270,000 Sq.Ft. (Approximate)

Multi-Family Apartment Units: 300 Units (Maximum)

Single Family Detached and Attached Dwellings - Total Units: 270 Units (Maximum)

Westfield Public Works Department



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 November 2008 was Dan Parks.

Dan has been with the Westfield Public Works Department since November 11, 2006. Dan is the Lift Operator within the Wastewater Collections Division. Please join me in congratulating Dan on this significant achievement.

ATTACHMENT #1

Yearly Permit Fees-2007

Type of Fees	January	February	March	April	May	June	July	August	September	October	November	December
Encroachment Permits	\$ 1,943.00	\$ 175.00	\$ 1,130.00	\$ 2,275.00	\$ 2,765.00	\$ 3,325.00	\$ 3,325.00	\$ 3,055.00	\$ 2,347.00	\$ 2,413.00	\$ 1,613.00	\$ 1,990.20
Sewer Availability Fees	\$ 15,925.00	\$ 17,500.00	\$ 21,880.00	\$ 126,635.00	\$ 162,165.00	\$ 51,641.00	\$ 4,325.00	\$ 20,000.00	\$ -	\$ 10,713.90	\$ 9,325.00	\$ 2,590.00
Sewer Tap Fees	\$ 25,510.00	\$ 20,760.00	\$ 61,980.00	\$ 48,190.00	\$ 12,228.00	\$ 26,174.40	\$ 18,660.00	\$ 43,200.00	\$ 24,624.00	\$ 64,902.00	\$ 36,604.00	\$ 17,686.00
Subsequent Sewer Connection	\$ 843.60	\$ 10,079.68	\$ 3,374.40	\$ 760.00	\$ 615.60	\$ 3,473.20	\$ -	\$ 2,429.00	\$ 1,140.00	\$ 1,438.00	\$ 529.00	\$ 380.00
Water Availability Fees	\$ 39,680.40	\$ 42,457.50	\$ 21,343.50	\$ 71,420.40	\$ 131,564.70	\$ 23,454.90	\$ 56,928.24	\$ 14,333.04	\$ -	\$ -	\$ 6,714.00	\$ 3,132.00
Water-3/4" Tap Fees	\$ 21,929.00	\$ 9,525.00	\$ 23,960.00	\$ 24,340.00	\$ 8,995.00	\$ 14,165.00	\$ 26,354.00	\$ 20,184.00	\$ 11,290.00	\$ 27,025.00	\$ 16,335.00	\$ 8,370.00
Water-1" Tap Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water-1 1/2" or Greater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lawn Irrigation Fees	\$ 225.00	\$ -	\$ 200.00	\$ 1,650.00	\$ 1,300.00	\$ 875.00	\$ -	\$ 900.00	\$ 450.00	\$ 500.00	\$ 325.00	\$ -
Road Impact Fees	\$ 34,196.42	\$ 3,159.00	\$ 21,986.64	\$ 19,676.00	\$ 11,048.00	\$ 10,530.00	\$ 14,400.00	\$ 51,820.00	\$ 10,800.00	\$ 186,805.50	\$ 19,800.00	\$ 48,294.00
Plan Review Fees	\$ 4,896.21	\$ 10,323.00	\$ 11,535.00	\$ 2,340.00	\$ 6,130.00	\$ 6,805.00	\$ 3,255.00	\$ 3,255.00	\$ 4,680.00	\$ 10,280.00	\$ 2,075.00	\$ 250.00
Inspection Fees	\$ -	\$ -	\$ 8,596.61	\$ 5,234.02	\$ 4,810.00	\$ 7,807.00	\$ 7,162.46	\$ 9,773.55	\$ 7,603.50	\$ 8,661.50	\$ 4,921.00	\$ 5,096.75
Map Fees	\$ 37.50	\$ -	\$ 37.50	\$ 70.00	\$ -	\$ 37.50	\$ -	\$ 18.75	\$ 37.50	\$ -	\$ -	\$ -
Erosion Control Appl. Fees	\$ 1,500.00	\$ 1,700.00	\$ 1,500.00	\$ 3,100.00	\$ 3,200.00	\$ 4,300.00	\$ 2,700.00	\$ 4,000.00	\$ 10,580.00	\$ 6,500.00	\$ 3,140.00	\$ 1,100.00
Erosion Control Penalty Fees	\$ 700.00	\$ 350.00	\$ 2,300.00	\$ 300.00	\$ 300.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 950.00	\$ 2,650.00	\$ 9,500.00	\$ -
Sanitary Sewer Permit Fees	\$ -	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ -
Water Permit Fees	\$ -	\$ -	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,800.00	\$ 300.00	\$ -	\$ -	\$ 600.00	\$ 900.00	\$ -
Water Service Line Protection	\$ 480.00	\$ -	\$ 96.00	\$ -	\$ -	\$ 96.00	\$ -	\$ 96.00	\$ -	\$ -	\$ -	\$ 480.00
Totals per Month	\$ 158,421.13	\$ 120,904.16	\$ 180,689.65	\$ 307,360.42	\$ 345,817.30	\$ 442,050.70	\$ 159,158.00	\$ 173,964.34	\$ 75,572.00	\$ 322,726.40	\$ 112,577.00	\$ 69,395.95

Type of Fees	1st Qtr Total	2nd Qtr Total	3rd Qtr Total	4th Qtr Total
Encroachment Permits	\$ 3,248.00	\$ 6,365.00	\$ 7,277.00	\$ 6,216.20
Sewer Availability Fees	\$ 55,305.00	\$ 340,441.00	\$ 24,325.00	\$ 22,628.90
Sewer Tap Fees	\$ 108,150.00	\$ 86,582.40	\$ 86,484.00	\$ 119,394.00
Subsequent Sewer Connection	\$ 14,297.68	\$ 4,848.80	\$ 3,569.00	\$ 2,347.00
Water Availability Fees	\$ 103,481.40	\$ 226,440.00	\$ 71,261.28	\$ 9,946.00
Water-3/4" Tap Fees	\$ 55,414.00	\$ 47,500.00	\$ 57,798.00	\$ 51,730.00
Water-1" Tap Fees	\$ -	\$ 500.00	\$ 1,250.00	\$ -
Water-1 1/2" or Greater	\$ -	\$ -	\$ -	\$ -
Lawn Irrigation Fees	\$ 425.00	\$ 3,825.00	\$ 2,000.00	\$ 850.00
Road Impact Fees	\$ 59,342.06	\$ 412,544.00	\$ 77,020.00	\$ 254,899.50
Plan Review Fees	\$ 26,665.00	\$ 17,345.00	\$ 14,585.00	\$ 12,605.00
Inspection Fees	\$ 23,765.82	\$ 17,851.02	\$ 24,539.51	\$ 18,879.25
Map Fees	\$ 75.00	\$ 107.50	\$ 96.25	\$ 37.50
Erosion Control Appl. Fees	\$ 4,700.00	\$ 10,600.00	\$ 17,280.00	\$ 10,740.00
Erosion Control Penalty Fees	\$ 3,500.00	\$ 2,400.00	\$ 2,750.00	\$ 12,150.00
Sanitary Sewer Permit Fees	\$ 600.00	\$ 1,500.00	\$ 600.00	\$ 300.00
Water Permit Fees	\$ 600.00	\$ 2,700.00	\$ 600.00	\$ 1,500.00
Water Service Line Protection	\$ 576.00	\$ 96.00	\$ 192.00	\$ 576.00
Totals per Quarter	\$ 460,014.96	\$ 612,355.72	\$ 391,597.04	\$ 524,999.35

Type of Fees	Yearly Totals	12 months - 2006
Encroachment Permits	\$ 25,106.20	\$ 23,536.30
Sewer Availability Fees	\$ 442,699.90	\$ 1,426,546.60
Sewer Tap Fees	\$ 400,610.40	\$ 712,284.00
Subsequent Sewer Connection	\$ 25,082.48	\$ 54,840.61
Water Availability Fees	\$ 411,028.68	\$ 1,380,543.35
Water-3/4" Tap Fees	\$ 212,442.00	\$ 420,874.50
Water-1" Tap Fees	\$ 1,750.00	\$ 5,865.00
Water-1 1/2" or Greater	\$ -	\$ -
Lawn Irrigation Fees	\$ 7,100.00	\$ 4,490.00
Road Impact Fees	\$ 432,515.56	\$ 909,894.76
Plan Review Fees	\$ 71,200.00	\$ 136,015.00
Inspection Fees	\$ 85,065.60	\$ 93,523.38
Map Fees	\$ 276.25	\$ 525.00
Erosion Control Appl. Fees	\$ 43,320.00	\$ 26,904.00
Erosion Control Penalty Fees	\$ 20,650.00	\$ 13,300.00
Sanitary Sewer Permit Fees	\$ 3,000.00	\$ 7,200.00
Water Permit Fees	\$ 5,400.00	\$ 3,000.00
Water Service Line Protection	\$ 1,440.00	\$ 3,648.00
Gross Total for 2007	\$ 2,168,657.07	\$ 5,228,125.50

Type of Fees	Dec-06
Encroachment Permits	\$ 1,425.00
Sewer Availability Fees	\$ 21,150.00
Sewer Tap Fees	\$ 32,952.00
Subsequent Sewer Connection	\$ 1,900.00
Water Availability Fees	\$ 9,883.50
Water-3/4" Tap Fees	\$ 16,260.00
Water-1" Tap Fees	\$ 950.00
Water-1 1/2" or Greater	\$ -
Lawn Irrigation Fees	\$ 150.00
Road Impact Fees	\$ 24,279.96
Plan Review Fees	\$ 7,950.00
Inspection Fees	\$ 5,642.50
Map Fees	\$ -
Erosion Control Appl. Fees	\$ 2,000.00
Erosion Control Penalty Fees	\$ 1,600.00
Sanitary Sewer Permit Fees	\$ 1,800.00
Water Permit Fees	\$ 2,100.00
Water Service Line Protection	\$ 1,920.00
Total	\$ 131,962.96

Type of Fees	2006 Totals	2005 Totals	2004 Totals
Encroachment Permits	\$ 23,536.30	\$ 12,775.10	\$ 7,351.80
Sewer Availability Fees	\$ 1,426,546.60	\$ 3,040,962.50	\$ 1,777,782.50
Sewer Tap Fees	\$ 712,284.00	\$ 825,756.00	\$ 731,820.00
Subsequent Sewer Connection	\$ 54,840.61	N/A	N/A
Water Availability Fees	\$ 1,380,543.35	\$ 2,122,651.55	\$ 1,427,085.51
Water-3/4" Tap Fees	\$ 420,874.50	\$ 442,330.00	\$ 270,070.00
Water-1" Tap Fees	\$ 5,865.00	\$ 39,581.17	\$ 63,824.10
Water-1 1/2" or Greater	\$ -	\$ -	\$ -
Lawn Irrigation Fees	\$ 4,490.00	\$ 4,200.00	\$ 2,700.00
Road Impact Fees	\$ 909,894.76	\$ 908,081.55	\$ 586,208.98
Plan Review Fees	\$ 136,015.00	\$ 30,075.00	\$ 24,500.00
Inspection Fees	\$ 93,523.38	\$ 10,530.57	\$ 616.77
Map Fees	\$ 525.00	\$ 104.50	N/A
Erosion Control Appl. Fees	\$ 26,904.00	N/A	N/A
Erosion Control Penalty Fees	\$ 13,300.00	N/A	N/A
Sanitary Sewer Permit Fees	\$ 7,200.00	N/A	N/A
Water Permit Fees	\$ 3,000.00	N/A	N/A
Water Service Line Protection	\$ 3,648.00	N/A	N/A
Gross Total	\$ 5,228,125.50	\$ 7,438,570.94	\$ 4,933,639.66

2004

2005

2006

ATTACHMENT #2

**WESTFIELD PUBLIC WORKS
MONTHLY ACCIDENT STATISTICAL REPORT
FOR DECEMBER 2007**

Location	# of employees	# of Hours Worked	Employee Accidents/ Month	Disabling Accidents/ Month	Lost Work Days	Restricted Work Days	OSHA Recordable Accidents	# of Vehicles	# of Miles Driven	# of Vehicle Accidents for the Month	Chargeable Accidents for the Month
Administrative	10	1182	0	0	0	0	0	4	3064	0	0
CSC	5	648	0	0	0	0	0	1	152	0	0
Water	7	787	0	0	0	0	0	7	5385	0	0
Wastewater	8	1052.5	0	0	0	0	0	6	4219	1	0
Street-G/M	13	1734.25	0	0	0	0	0	16	10461	2	2
GIS	4	516	0	0	0	0	0	2	1459	0	0
Dev/Con-Eng	9	950.25	0	0	0	0	0	6	3304	0	0
Inst & Controls	2	256	0	0	0	0	0	1	859	0	0
	58	7126	0	0	0	0	0	43	28903	3	2
2006	50	6763.5	0	0	0	0	0	40	14046	0	0

Wastewater- On 12/5/07 Josh Green was plowing snow and was rear ended by another driver. This was not our fault.

Street- On 12/19/07 Jeff Gossard was pulling out of the garage bay in a single axle dump truck and ran over the tip of the bobcat bucket puncturing the tire. The tire replacement cost was \$404.22

Street- On 12/26/07 Dennis Hays was at Town Hall picking up tree limbs. He went to move truck 114 and backed into a phone box located on the west side entrance lane. This caused minor damage to the tailgate and scratched the bumper.

ATTACHMENT #3

WESTFIELD CITY COUNCIL MEETING January 14, 2008

Progress Report Executive Summary

1. TIF Projects – The 146th Multi-Use Path, Greyhound Pass and Western Way, 151st Street and East Side Access Road. The design of 151st Street between Carey Road and Setters Road has continued. Comments have been addressed. Utility coordination is occurring and relocation plans, due December 14, 2007, will be incorporated into the plans. This project is scheduled for summer 2008 construction. Regarding the 147th Street signal at Greyhound Pass, the traffic signal is now operational. The final inspection of the traffic signal will be held when weather permits.
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 December 6, 2007 to review the past and upcoming construction activities. Design of the newly proposed Well Nos. 11, 12 & 13 was completed and FTM was sent to Shook to provide pricing for the modifications. To meet contractual obligations with the Indianapolis Department of Waterworks, the proposed work will need to be substantially complete by May 1, 2008. Once the Contractor provides a proposed cost for the additional work, a change order will be prepared for the City's approval.
3. Westside Interceptor. The Contractor, Atlas Excavating, Inc., has crews installing sewer in three areas along the sewer route. Lack of dewatering by the Contractor, and weather conditions, have slowed the progress of construction. HNTB and WPWD personnel, on several instances, have emphasized to the Contractor the need to stay within easement boundaries; however, those limits have been exceeded on several occasions. 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. The next progress meeting with the Contractor is scheduled for January 9, 2008.
4. Public Works Department Facilities Expansion. The City's contract with Browning Construction, Inc. for the Public Works Department Expansion project continues on schedule. The Salt Storage Barn and the Streets Storage Building have reached substantial completion. Office foundation work has been started. Office design work is being finalized.
5. Sycamore/Birch Storm Sewers. Easement agreements, final design and easement preparation are expected to be carried out and completed in January 2008.
6. US 31/SR 32 Signal Preemption. Final plans and specifications for work at ten (10) INDOT intersections were submitted to INDOT. The first signal preemption project awarded by INDOT went to Signal Construction, Inc. for installation of signal preemption equipment on US 31 at intersections with Greyhound Pass, 151st Street, and 161st Street. The Preconstruction Meeting was held at INDOT on November 30, 2007. INDOT has approved three locations at US 31/Greyhound Pass, 151st Street/US 31, and 161st Street/US 31. INDOT may change out the controllers at these locations. Further information is forthcoming from INDOT. TIF funds will be used for these installations.

CITY OF WESTFIELD

PROGRESS REPORT

for

January 14, 2008 COUNCIL MEETING

The following covers HNTB activities for December 2007.

1. TIF Projects – The 146th Multi-Use Path, Greyhound Pass and Western Way, 151st Street and East Side Access Road

The design of 151st Street between Carey Road and Setters Road has continued. HNTB is addressing the City Comments. Landscaping and lighting preliminary design is scheduled to be completed by early January 2008. A coordination meeting will be held with the City in mid-January 2008 to discuss final aesthetic features to be included in the roundabout design. Utility coordination continues with Duke Energy to relocate the high-tension power pole located on the northwest corner of 151st Street and Carey Road. Preliminary relocation plan will be submitted to the City mid-January.

Regarding Western Way and Greyhound Pass, HNTB has completed the appraisals for this project as currently designed. All appraisals were sent to the City for approval. All offers are anticipated to be made before the end of 2007.

Regarding the 147th Street signal at Greyhound Pass, the traffic signal is now operational. The final inspection of the traffic signal will be held when weather permits.

2. River Road Water Treatment Plant Expansion

Construction by the contractor, Shook Construction, continues on the Chlorine and Filter Buildings and detention tank supports. 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 December 6, 2007 to review the past and upcoming construction activities. Design of the newly proposed Well Nos. 11, 12 & 13 was completed and FTM was sent to Shook to provide pricing for the modifications. To meet contractual obligations with the Indianapolis Department of Waterworks, the proposed work will need to be substantially complete by May 1, 2008. Once the Contractor provides a proposed cost for the additional work, a change order will be prepared for the City's approval.

3. Westside Interceptor

The Contractor, Atlas Excavating, Inc., has crews installing sewer in three areas along the sewer route. Lack of dewatering by the Contractor, and weather conditions, have slowed the progress of construction. HNTB and WPWD personnel, on several instances, have emphasized to the Contractor the need to stay within easement boundaries; however, those limits have been exceeded on several occasions. 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. The next progress meeting with the Contractor and the City is scheduled for January 9, 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 is being stored in the new facility. Office foundation work has been started; the office design effort is 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 in January 2008. The final design and easement preparation can then be completed.

6. US 31 / SR 32 Signal Preemption

Final plans and specifications for work at ten (10) INDOT intersections were submitted to INDOT on September 5, 2007. The first signal preemption project awarded by INDOT went to Signal Construction, Inc. for installation of signal preemption equipment on US 31 at intersections with Greyhound Pass, 151st Street, and 161st Street. The Preconstruction Meeting was held at INDOT on November 30, 2007. INDOT has approved three locations at US 31/Greyhound Pass, 151st Street/US 31, and 161st Street/US 31. INDOT may change out the controllers at these locations. Further information is forthcoming from INDOT. TIF funds will be used for these installations.

7. Miscellaneous Assistance

- a. HNTB assisted WPWD with developer permitting for water and sewer projects including Noble West III.
- b. Proposed plantings along SR 32 west of US 31 will be dealt with as a WPWD project separate from the INDOT road improvement project. Landscaping will not be shown on INDOT plans but will be included in separate documents for a bid or quote solicitation. On September 7, 2007 plans were submitted to INDOT and the City for review. The City received comments from INDOT on November 8, 2007. The comments have been addressed and were re-submitted to INDOT. INDOT approved planting plan on December 26, 2007.
- c. For the SR 32 INDOT road improvement project, Westfield Utility relocation is being designed with plans and specifications to be included with the road improvement project. The engineering and construction costs are expected to be reimbursable by INDOT.
- d. 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 renewal application has been submitted to IDEM; comments are awaited.
- e. HNTB is continuing 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 is assisting.