



CITY OF WESTFIELD, IN
BoardofPublicWorks_Meeting_Agenda_01_31_2013

Thursday, January 31, 2013 at 03:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Thursday, January 31, 2013 at 03:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes- January 7, 2013

Documents: [1/7/13 Minutes](#)

Presentations

None

Ordinances and/or Resolutions

None

Quote Approval

None

Bid Approval

None

Construction Standards & Specifications Changes

None

Performance and/or Maintenance Bond Release

Action Item #2:

Andover Section 5 (Erosion Control, Streets, Water, Sanitary, Storm, Monuments)

Brookside Section 4B & C (Sidewalks)

Brookside (Path, Surface, Binder)

Maple Village Section 4B (Streets, Water, Sanitary, Sidewalks)

Documents: [Bond Releases](#)

Change Orders

None

Contracts/Leases

None

Agreements and/or Memorandum of Understanding (MOU)

Action Item #3:

Platinum Properties, LLC- Maple Village, Sec. 5-Agreement for the Off-Site Extension of Water Mains and Related Facilities

Documents: [Agreement with Platinum Properties, LLC](#) | [Exhibit A-E](#)

Consent Agenda

None

Department Reports

Fire

Documents: [WFD Report](#)

Police

Documents: [WPD Report](#)

Westfield Board of Public Works and Safety Meeting January 7, 2013

The Westfield Board of Public Works and Safety Meeting was held Monday January 7, 2013 at the Westfield City Hall. Members present were Mayor Cook and Mark Heirbrandt. Also present were Deputy Clerk-Treasurer Teresa Skelton and City Attorney Brian Zaiger from Krieg DeVault, LLP.

Mark Heirbrandt called the meeting to order at 3:05 P.M.

Mayor Cook announced that the new Board of Public Works and Safety appointment is Andy Graham. Mr. Graham then joined the meeting as a Board member at 3:07 P.M.

Meeting Minutes Consideration for Approval

Action Item #1:

Mayor Cook moved to accept the November 29, 2012 meeting minutes as presented and this was seconded by Randy Graham. Vote: Yes-3; No-0. Motion carried.

Agreements and / or Memorandum of Understanding (MOU):

Action Item #2: Wilfong Management, LLC – Agreement for the Off-Site Extension of Water Mains and Related Facilities

Representing Development/Construction Harry Nikides presented the agreement for the Board's consideration. Beau Wilfong of Wilfong Management was available to answer any questions.

Mayor Cook moved to accept the Wilfong Management agreement in the amount of \$ 95,275.00 and this was seconded by Randy Graham. Vote: Yes-3; No-0. Motion carried.

Department Reports:

- Fire – Todd Burtron
- Parks and Recreation – Melody Jones
- Police – Joel Rush

Board Comments:

- The Board commented on the nice job of snow plowing
- Director of Public Affairs Carrie Cason announced that about 90% of any calls for snow removal were positive.

With no further business the meeting was adjourned at 3:25 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety

Performance and/or Maintenance Bond Releases

Action Item #2:

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following performance bond for release by the requested developer:

Performance Bond Releases:

- Andover Section 5 (Erosion Control, Streets, Water, Sanitary, Storm, Monuments)
- Brookside Section 4B & C (Sidewalks)

The Westfield Public Works Development and Construction Division has inspected and approved all infrastructures covered by this performance bond.

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

Maintenance Bond Acceptances:

The Westfield Public Works Development and Construction Division has inspected and approved all infrastructures covered by these three-year maintenance bonds.

- Andover Section 5 (Erosion Control, Streets, Water, Sanitary, Storm, Monuments)
- Brookside Section 4B & C (Sidewalks)
- Brookside (Path, Surface, Binder)
- Maple Village Section 4B (Streets, Water, Sanitary, Sidewalks)



**City of Westfield Fire Department
Board of Public Works & Safety Report
December 1st- 31st, 2012**

**Contact: Chief Todd Burtron
or Kristen Sparks
804-3333**

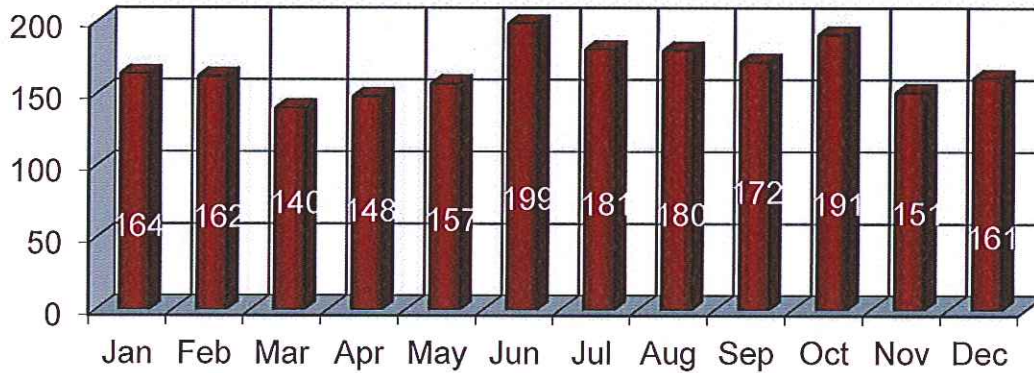


Westfield Fire Department 2012 Incident Statistics By Fire / Medical Groups

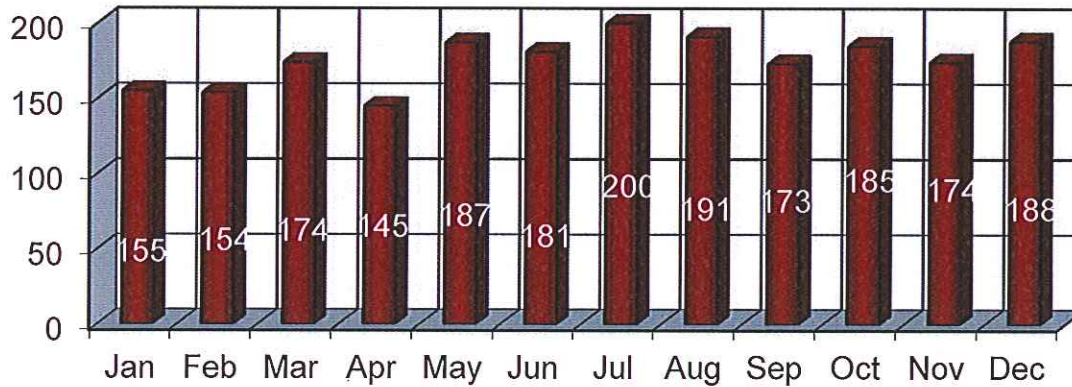


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	34	40	62	48	61	70	82	64	49	62	60	72	704	33.4%
Total WFD Medical Incidents	121	114	112	97	126	111	118	127	124	123	114	116	1403	66.6%
Total WWFD Incidents	155	154	174	145	187	181	200	191	173	185	174	188	2107	100%

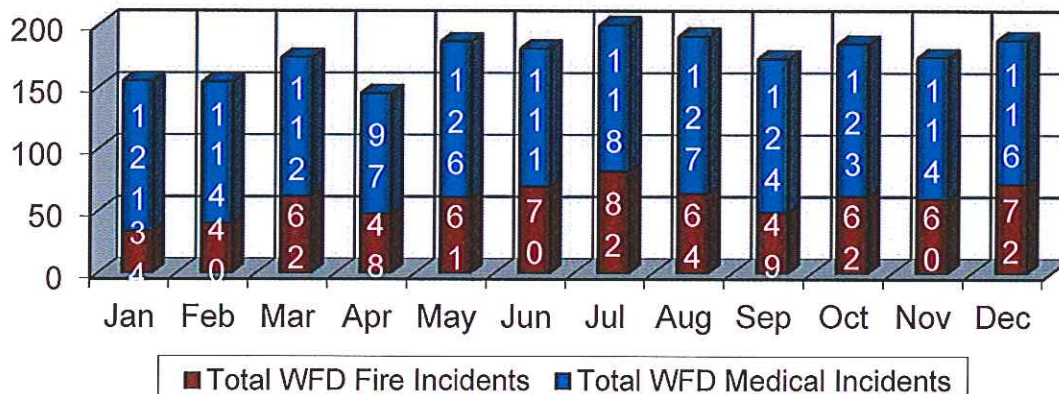
Westfield Fire Department
2011 Total Incidents



Westfield Fire Department
2012 Total Incidents



Westfield Fire Department
2012 Incidents by Fire/Medical



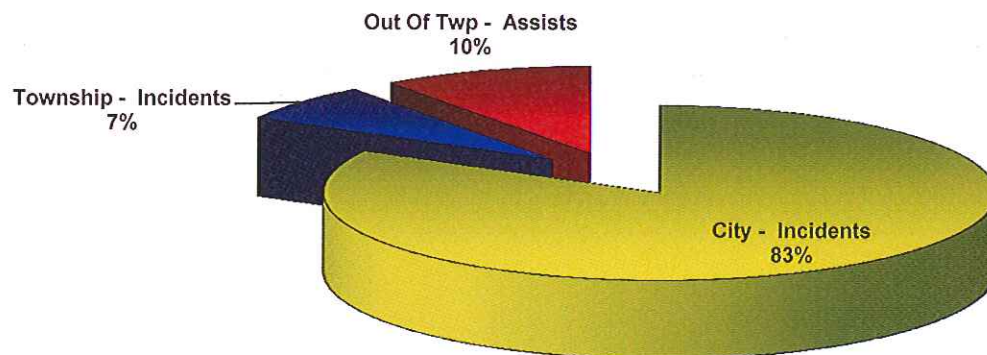


**Westfield Fire Department
2012 Fire/Medical Incidents
By Governmental Area**



2012 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	132	139	149	115	160	143	161	151	143	152	146	155	1746	82.9%
Township - Incidents	14	6	13	7	10	15	14	16	14	14	11	13	147	7.0%
Out Of Twp - Assists	8	9	12	23	17	23	25	24	16	19	17	20	213	10.1%

**Westfield Fire Department
2012 Incidents by Governmental Areas**



■ City - Incidents ■ Township - Incidents ■ Out Of Twp - Assists



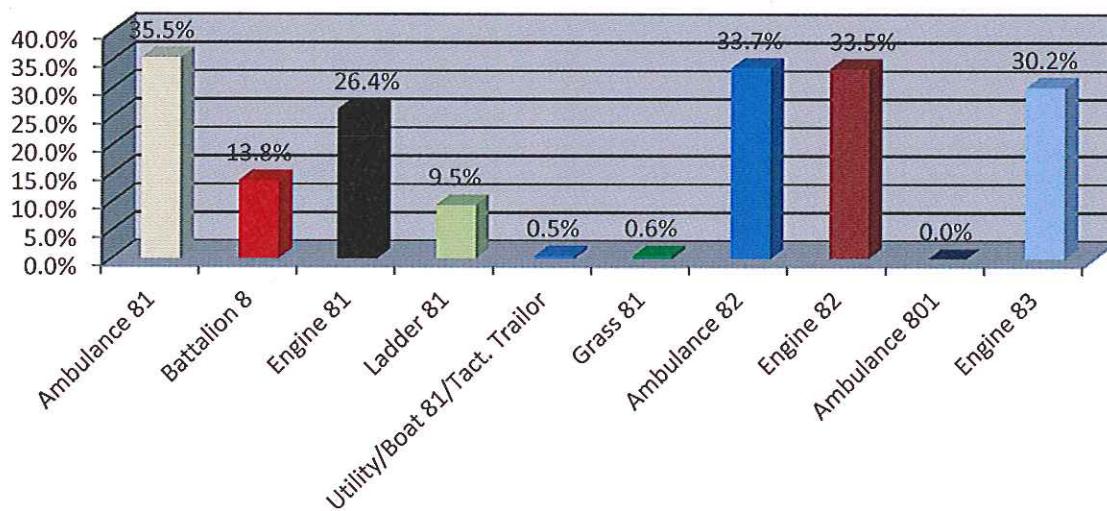
Westfield Fire Department 2012 Total Apparatus Responses By Unit & Station



<u>Station 81 Responses</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	62	55	71	48	78	57	72	70	60	60	62	52	747	35.5%
Battalion 8	23	23	27	22	24	20	27	34	24	24	22	21	291	13.8%
Engine 81	48	40	46	44	55	34	45	56	45	52	48	43	556	26.4%
Ladder 81	15	18	17	15	21	7	22	22	15	17	14	17	200	9.5%
Utility/Boat 81/Tact. Trailer	1	1	-	-	1	-	-	-	-	2	1	5	11	0.5%
Grass 81	1	-	3	-	-	2	-	2	-	2	2	-	12	0.6%

<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	63	64	58	49	57	53	63	70	56	56	53	68	710	33.7%
Engine 82	60	66	58	44	59	63	64	62	52	53	62	63	706	33.5%
Ambulance 801	0	-	-	-	-	-	-	-	-	-	-	-	0	0.0%
<u>Station 83 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Engine 83	43	48	66	37	53	55	61	61	59	61	50	43	637	30.2%

**Westfield Fire Department
2012 Total Apparatus Responses**

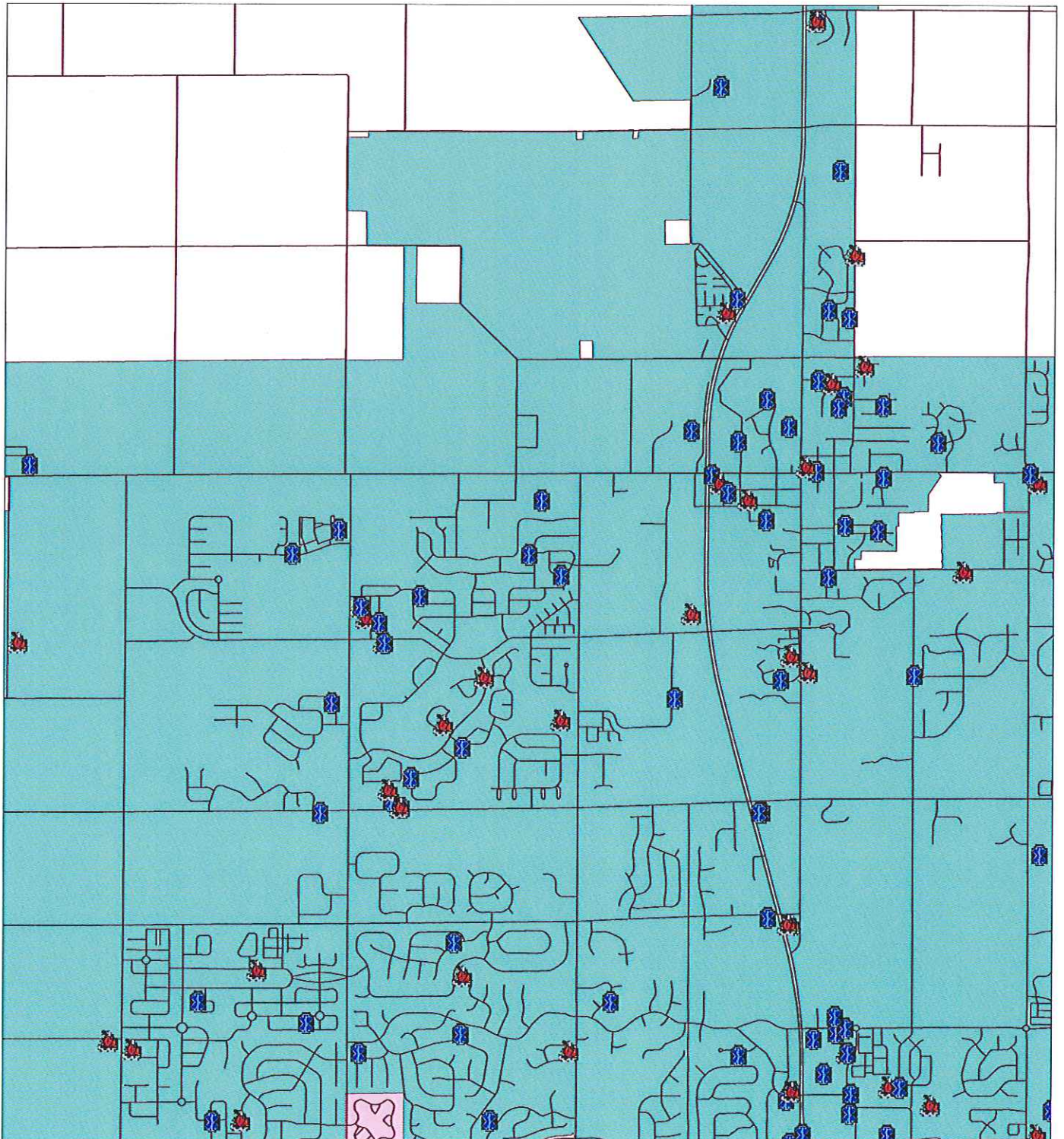


Scale : 1 Inch = 3377 Feet.

Date : 1/8/2013

NOBLESVILLE COMMUNICATIONS DEPARTMENT

Fire and EMS Runs for December 2012



Westfield Fire Department

Kristen Custom Report

Alarm Date Between {12/01/2012} And {12/31/2012}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	1	0.53%	\$0	0.00%
	1	0.53%	\$0	0.00%
1 Fire				
100 Fire, Other	1	0.53%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.53%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.53%	\$0	0.00%
160 Special outside fire, Other	1	0.53%	\$0	0.00%
	4	2.12%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	4	2.12%	\$0	0.00%
311 Medical assist, assist EMS crew	2	1.06%	\$0	0.00%
321 EMS call, excluding vehicle accident with	90	47.87%	\$0	0.00%
322 Motor vehicle accident with injuries	8	4.25%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	6	3.19%	\$0	0.00%
	110	58.51%	\$0	0.00%
4 Hazardous Condition (No Fire)				
410 Combustible/flammable gas/liquid condition,	2	1.06%	\$0	0.00%
411 Gasoline or other flammable liquid spill	1	0.53%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	1.06%	\$0	0.00%
422 Chemical spill or leak	2	1.06%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.53%	\$0	0.00%
444 Power line down	1	0.53%	\$0	0.00%
461 Building or structure weakened or collapsed	1	0.53%	\$0	0.00%
	10	5.31%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	1.06%	\$0	0.00%
510 Person in distress, Other	1	0.53%	\$0	0.00%
511 Lock-out	1	0.53%	\$0	0.00%
522 Water or steam leak	1	0.53%	\$0	0.00%
531 Smoke or odor removal	3	1.59%	\$0	0.00%
550 Public service assistance, Other	4	2.12%	\$0	0.00%
551 Assist police or other governmental agency	15	7.97%	\$0	0.00%
554 Assist invalid	2	1.06%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {12/01/2012} And {12/31/2012}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	29	15.42%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.53%	\$0	0.00%
611 Dispatched & cancelled en route	9	4.78%	\$0	0.00%
621 Wrong location	1	0.53%	\$0	0.00%
650 Steam, Other gas mistaken for smoke, Other	1	0.53%	\$0	0.00%
671 HazMat release investigation w/no HazMat	4	2.12%	\$0	0.00%
	16	8.51%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	10	5.31%	\$0	0.00%
730 System malfunction, Other	1	0.53%	\$0	0.00%
733 Smoke detector activation due to	2	1.06%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.53%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.53%	\$0	0.00%
743 Smoke detector activation, no fire -	2	1.06%	\$0	0.00%
745 Alarm system activation, no fire -	1	0.53%	\$0	0.00%
	18	9.57%	\$0	0.00%

Total Incident Count: 188

Total Est Loss:

\$0

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

December 2012

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WESTFIELD POLICE DEPARTMENT

December 2012

Events by Nature: Calls For Service (Non-Self-Initiated)

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	4
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	1
Admin- Special Detail	2
Admin- Test Calls	0
Admin- Tow Release	3
Admin- Warning Correction	0
Alarm- Bank	4
Alarm- Business	52
Alarm- Residence	57
Animal- Complaints	27
Assault- Battery	4
Assault- Sexual	2
Assist- Fire Incident	4
Assist- Medical Incident	4
Assist- Other Agencies	20
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	7
Damage/ Vandalism/ Mischief	10
Deceased- All Others	1
Disturbance- Fireworks Cmplt	0
Disturbance- Loud Party	3
Disturbance- Noise Complaint	6
Disturbance- Nuisance	0
Disturbance- Physical (fight)	3
Disturbance- Verbal	7
Domestic Disturbance	7
Drugs- Complaint	6
Fraud- Criminal Deception	0
Fraud- Forgery	9
Fraud- Prescription	0
Harassment/ Stalking/ Threat	16
Indecency / Lewdness	0
Intoxicated- Possible DUI	12
Mental/ Emotional- Behavioral	5
Miscellaneous	3

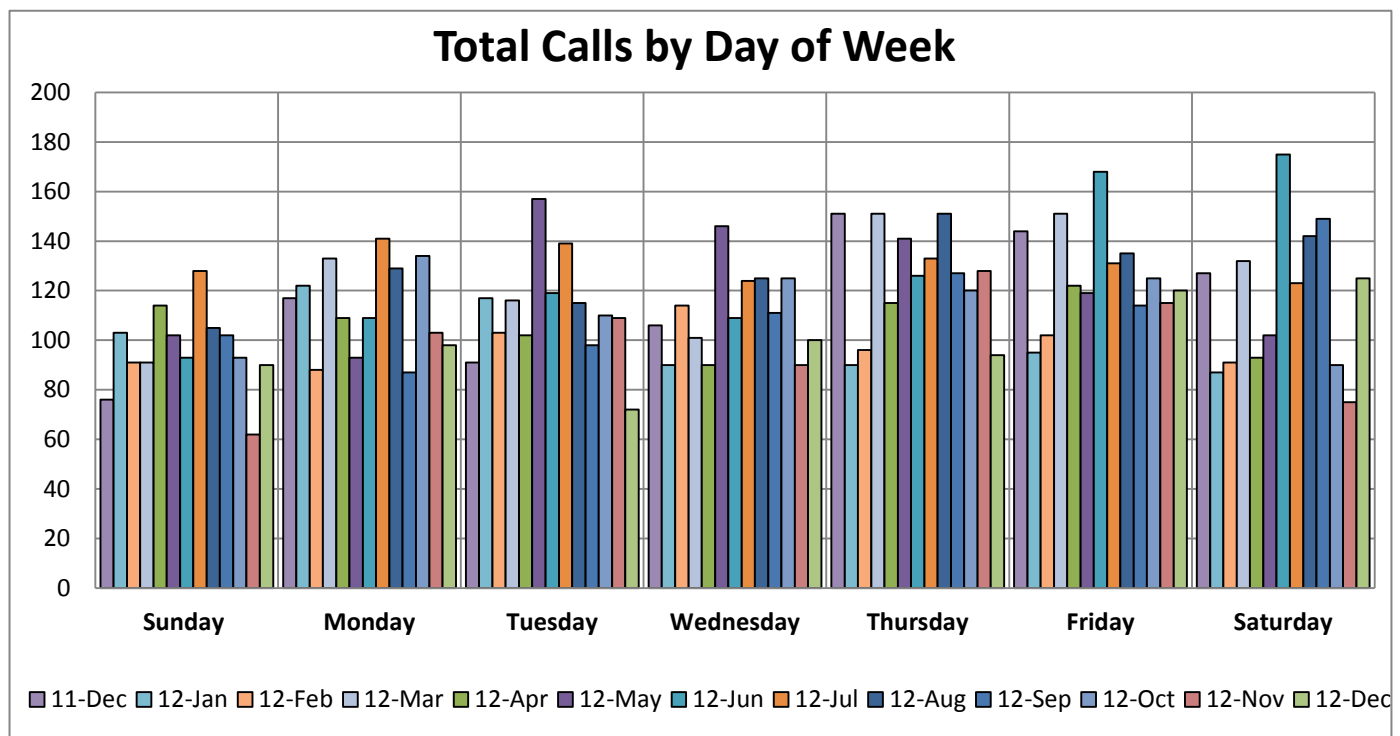
Person-Missing	0
Persons- Runaway	1
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	7
Service Call- Damage to Property	2
Service Call- Found Property	3
Service Call- Keep the Peace	31
Service Call- Lost Property	2
Service Call- Notification	2
Service Call- Security Check	3
Service Call- Vehicle Lockout	55
Service Call- Vin Check	15
Service Call- Welfare Check	19
Suicidal- Attempted	0
Suicidal- Persons Threatening	1
Supplemental- Case Follow Up	24
Suspicious- Noises	0
Suspicious- Open Door/ Window	0
Suspicious- Person/Prowler	13
Suspicious- Solicitor	1
Suspicious- Vehicle	19
Theft- From a Vehicle	7
Theft- Of a Vehicle	1
Theft- Others	29
Theft- Shoplifting	10
Trespassing/ Unwanted Person	1
Trfc Complaint- Driving Issues	20
Trfc Complaint- Parking Issues	17
Trfc Hazard- Debris in Road	4
Trfc Hazard- Disabled Vehicle	30
Trfc Hazard- Trfc Signal Out	2
Trfc Violation- Traffic Stop	0
Trnsprt Acnt- MV Hit & Run	6
Trnsprt Acnt- MV Prop Damg	69
Trnsprt Acnt- MV Prsnl Inj	12
Wanted- Warrant Service	1
Weapons- Person	0
Weapons- Shot Fired	2

WESTFIELD POLICE DEPARTMENT

December 2012

Total # of Calls by Day of Week (non-self initiated)

DAY	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec
Sunday	76	103	91	91	114	102	93	128	105	102	93	62	90
Monday	117	122	88	133	109	93	109	141	129	87	134	103	98
Tuesday	91	117	103	116	102	157	119	139	115	98	110	109	72
Wednesday	106	90	114	101	90	146	109	124	125	111	125	90	100
Thursday	151	90	96	151	115	141	126	133	151	127	120	128	94
Friday	144	95	102	151	122	119	168	131	135	114	125	115	120
Saturday	127	87	91	132	93	102	175	123	142	149	90	75	125
TOTAL	812	704	685	875	745	860	899	919	902	788	797	682	699



WESTFIELD POLICE DEPARTMENT

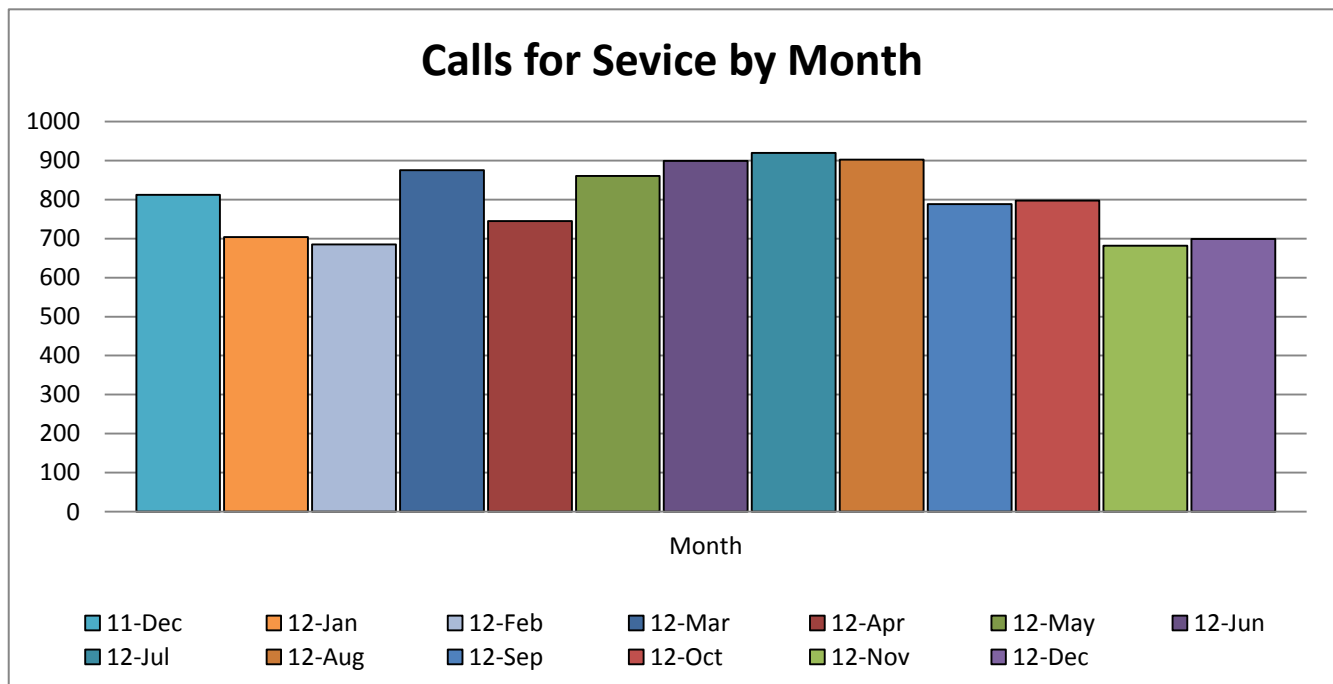
December 2012

Total # of Calls by Hour of Day (non-self initiated)

HOURL	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec
0	24	23	14	22	20	26	22	33	22	21	25	12	16
1	16	16	12	25	20	19	19	22	21	7	9	15	20
2	12	12	8	16	14	11	11	10	13	9	7	12	10
3	8	8	15	15	16	10	16	18	15	9	8	9	10
4	7	7	7	5	10	9	16	15	9	11	10	9	6
5	10	6	9	12	7	10	5	11	12	8	13	9	9
6	13	11	9	13	17	18	12	11	18	19	32	13	11
7	18	29	25	35	17	27	23	22	27	20	21	33	28
8	49	27	20	40	37	29	33	35	36	36	37	35	38
9	31	33	33	39	38	28	40	41	48	36	45	40	39
10	48	27	46	32	40	50	41	46	45	52	36	40	39
11	41	44	42	42	43	49	58	62	40	38	45	40	39
12	43	50	43	57	36	48	47	52	56	43	47	36	44
13	55	35	40	53	39	53	43	35	60	51	46	47	40
14	45	49	41	57	50	53	54	42	55	45	60	44	39
15	63	49	56	62	44	60	54	67	73	54	53	44	47
16	51	49	48	61	50	58	65	60	52	41	40	46	41
17	53	38	39	49	57	52	63	51	54	63	52	34	37
18	47	43	38	46	44	58	50	58	47	59	45	35	36
19	41	30	31	53	40	49	50	49	50	34	47	30	42
20	44	36	30	57	29	49	53	44	34	45	44	31	32
21	35	29	29	31	27	30	48	53	37	41	36	26	24
22	32	28	23	33	29	36	44	47	44	24	24	18	21
23	26	25	27	20	21	28	32	35	34	22	15	24	31
TOTAL	812	704	685	875	745	860	899	919	902	788	797	682	699

WESTFIELD POLICE DEPARTMENT

December 2012



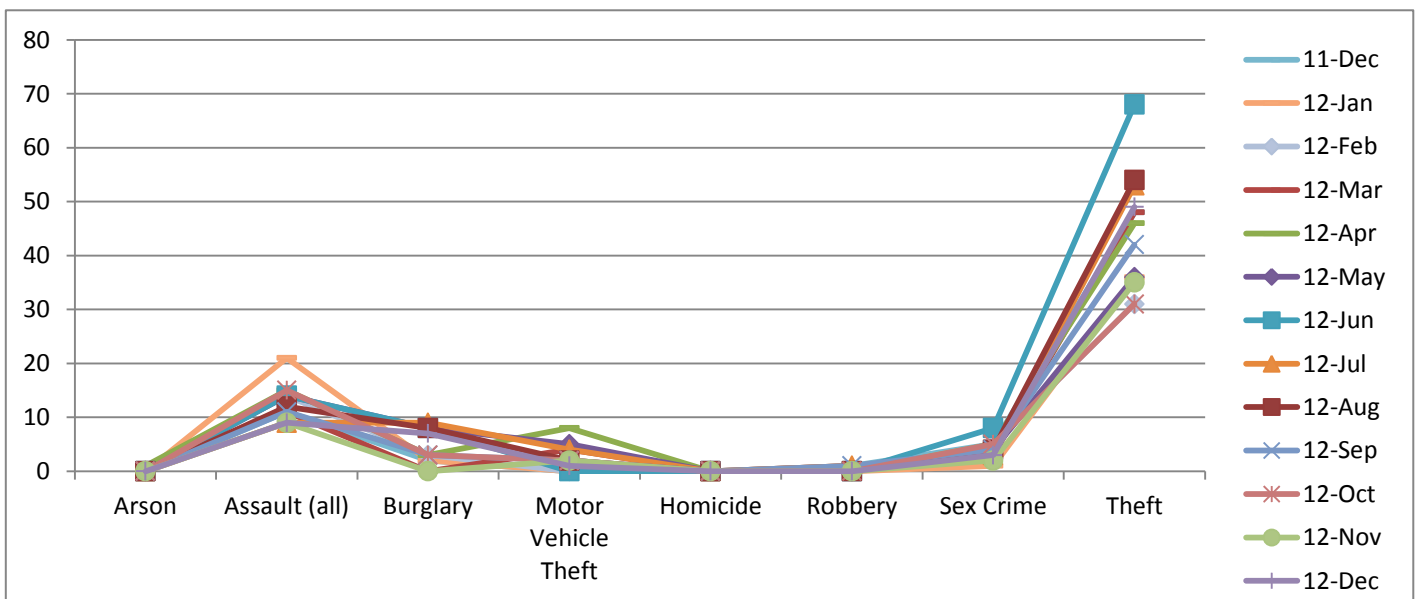
WESTFIELD POLICE DEPARTMENT

December 2012

UCR OFFENSES*

OFFENSE	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec
Arson	0	0	0	1	1	0	0	0	0	0	0	0	0
Assault (all)	11	21	14	11	15	14	14	9	12	11	15	9	9
Burglary	2	2	3	0	3	8	8	9	8	3	3	0	7
Motor Vehicle Theft	0	0	0	4	8	5	0	4	2	2	2	2	1
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	1	0	0	1	0	0	0	1	0	1	0	0	0
Sex Crime	5	1	5	3	5	4	8	3	4	4	5	2	3
Theft	48	36	31	48	46	36	68	53	54	42	31	35	49
TOTAL	67	60	53	68	78	67	98	79	80	63	56	48	69

*hierarchy rule was not used in calculating results



WESTFIELD POLICE DEPARTMENT

December 2012

NON UCR OFFENSES

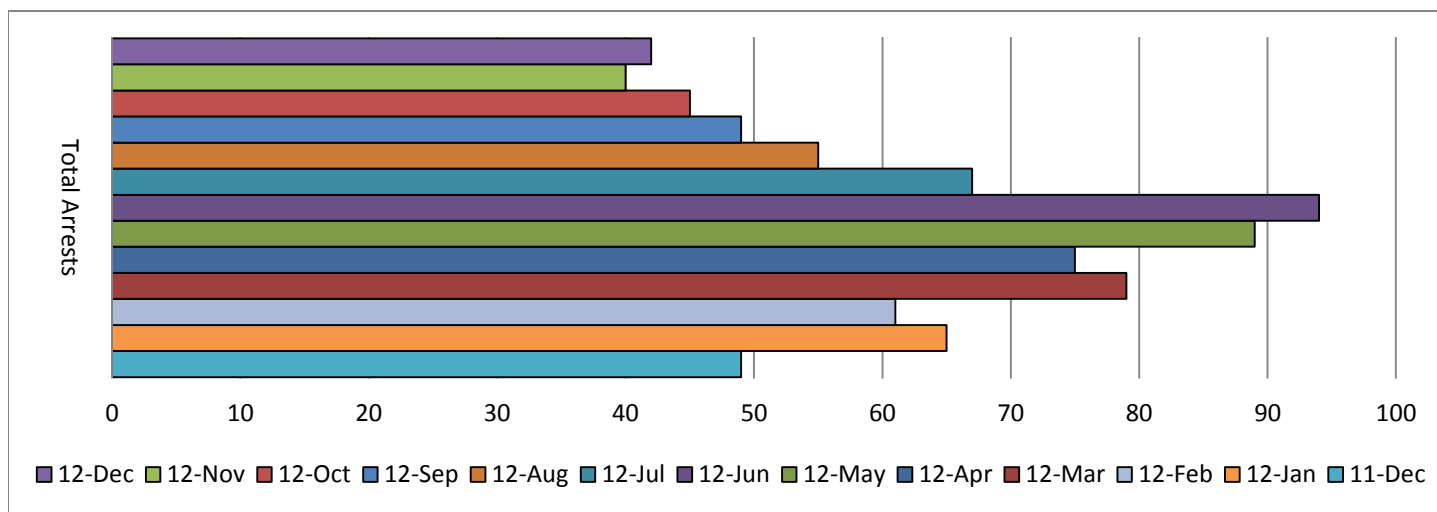
ALARMS	0
ANIMALS/ INCLUDING DOG BITES	2
ASSIST OTHER AGENCY	4
CHECK DECEPTION	2
CHILD ABUSE REPORTED	8
CHILD CUSTODY DISPUTE	3
CHILD NEGLECT REPORTED	4
CIVIL DISPUTE	6
CRIMINAL CONFINEMENT	0
CRIMINAL MISCHIEF/VANDALISM	13
CRIMINAL RECKLESSNESS	0
DAMAGED PROPERTY	2
DEATHS OTHER THAN HOMICIDE/SUICIDE	2
DISORDERLY CONDUCT	1
DISTURBANCE/ARGUMENTS/FIGHTS	8
DOMESTIC DISTURBANCE	9
DRIVING WHILE SUSPENDED	18
DRUG ABUSE VIOLATIONS	15
FALSE INFORMING OR REPORTING	0
FORGERY/COUNTERFEITING	0
FRAUD	4
FRAUD-CREDIT CARD	2
HARASSMENT	5
HARASSMENT/TELEPHONE	2
INCORRIGIBILITY	2
INTERFERENCE WITH REPORTING A CRIME	0
INVASION OF PRIVACY	2

JUVENILE COMPLAINT	3
LEAVING THE SCENE/HIT AND RUN	5
LIQUOR LAW VIOLATIONS	2
LOSS OF PROPERTY	2
MENTAL PERSON/DEMENTED	4
MISSING PERSON/LOST	0
OPERATING WHILE INTOXICATED	6
OPERATOR NEVER LICENSED	5
POSS MARIJUANA	2
PROPERTY FOUND	3
PUBLIC INTOXICATION	0
RECKLESS DRIVING	0
RESIDENTIAL ENTRY	1
RESISTING LAW ENFORCEMENT	1
RUNAWAY	0
SOLICITING	0
STALKING	0
SUICIDE/ATTEMPTS/THREATS OF	3
SUSPICIOUS INCIDENT/PERSON	7
THREATS/INTIMIDATION	5
TRAFFIC ACCIDENTS	6
TRAFFIC VIOLATIONS	24
TRESPASSING	3
UNLAWFUL ENTRY OF A VEHICLE	1
VIOLATION OF RESTRAINING ORDER	0
WEAPON VIOLATION	0
WELFARE CHECK	7

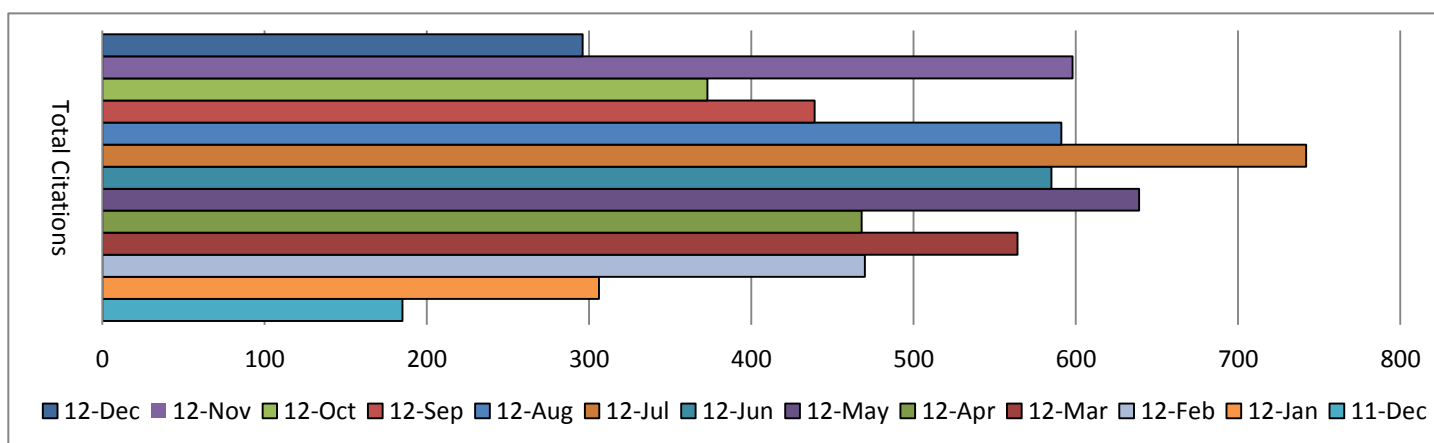
WESTFIELD POLICE DEPARTMENT

December 2012

Arrest Reports Taken	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec
Alcohol/ Drug Related	21	29	29	34	26	41	37	31	25	24	23	14	13
Felony Charges	10	18	26	21	30	20	24	18	11	16	11	14	8
Misdemeanor Charges	67	79	81	90	82	118	111	70	58	61	56	42	50
Traffic Arrest Charges	49	31	51	42	52	65	49	42	31	34	28	17	36
Total Arrests	49	65	61	79	75	89	94	67	55	49	45	40	42



Total Citations	185	306	470	564	468	639	585	742	591	439	373	598	296
<i>Bike Patrol</i>	0	0	0	1	0	0	0	0	0	0	0	0	0
Total Written Warnings	536	743	733	802	811	1092	813	811	724	714	633	735	555
<i>Bike Patrol</i>	0	0	0	8	0	0	0	0	0	0	0	0	0
Total Traffic Accidents	53	45	48	54	38	70	52	53	64	45	55	50	64
<i>Hit and Run</i>	3	3	5	7	1	8	6	4	4	2	3	1	3
<i>Personal Injury</i>	4	7	13	7	13	10	5	14	16	9	7	10	12
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	46	35	30	40	24	52	41	35	44	34	45	39	49

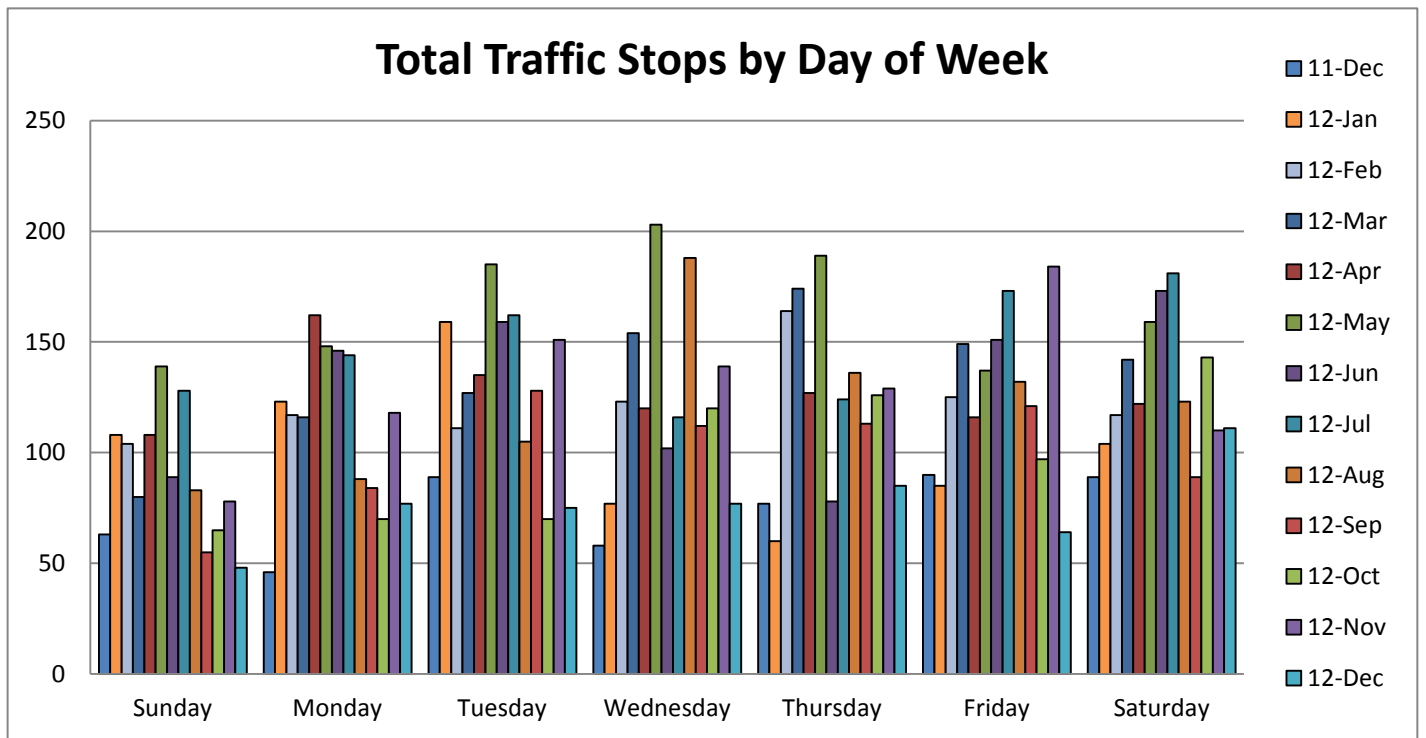


WESTFIELD POLICE DEPARTMENT

December 2012

Traffic Stops: SELF INITIATED by Day of Week

Day:	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec
Sunday	63	108	104	80	108	139	89	128	83	55	65	78	48
Monday	46	123	117	116	162	148	146	144	88	84	70	118	77
Tuesday	89	159	111	127	135	185	159	162	105	128	70	151	75
Wednesday	58	77	123	154	120	203	102	116	188	112	120	139	77
Thursday	77	60	164	174	127	189	78	124	136	113	126	129	85
Friday	90	85	125	149	116	137	151	173	132	121	97	184	64
Saturday	89	104	117	142	122	159	173	181	123	89	143	110	111
TOTAL	512	716	861	942	890	1160	898	1028	855	702	691	909	537



WESTFIELD POLICE DEPARTMENT

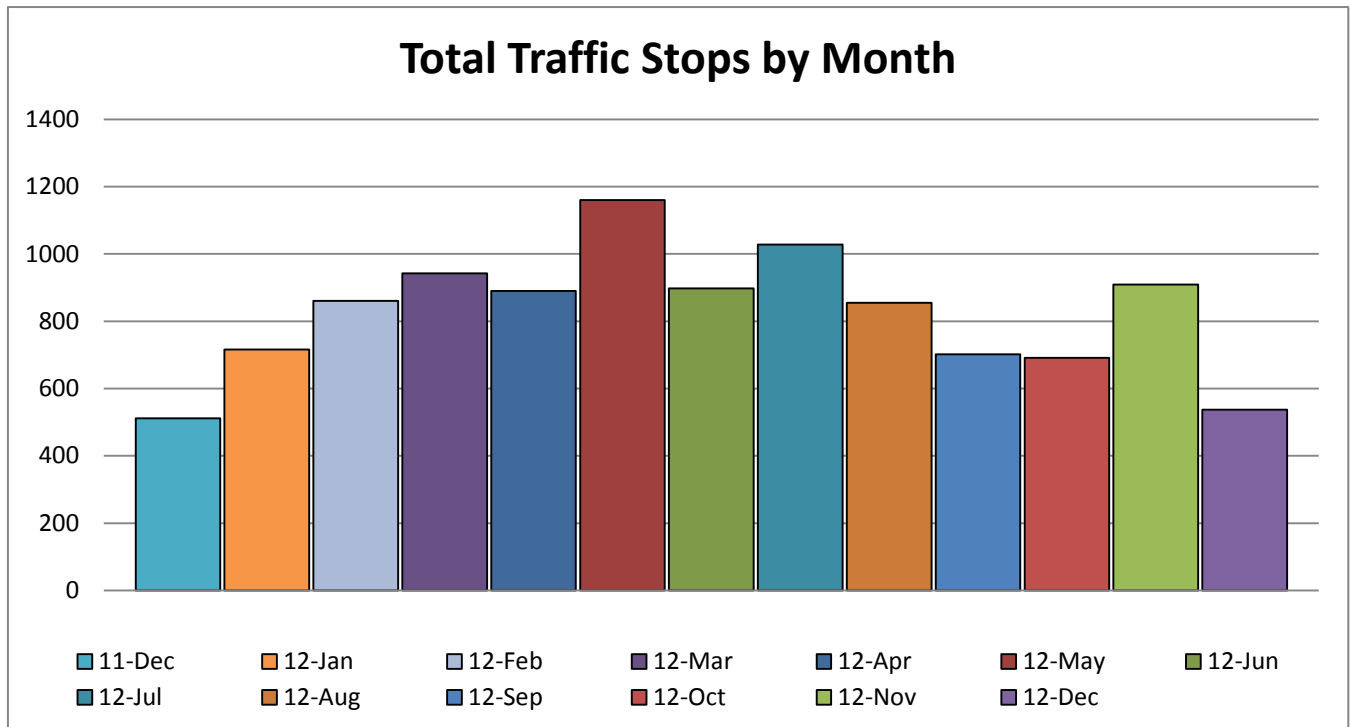
December 2012

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec
0	22	34	44	49	48	63	30	24	29	36	31	36	24
1	24	24	32	27	38	34	33	17	22	14	18	19	17
2	7	6	18	14	15	20	20	12	6	11	13	7	12
3	3	3	4	2	6	3	9	5	7	6	7	11	5
4	5	6	9	5	3	24	11	5	5	11	17	14	12
5	8	7	11	4	8	17	16	5	4	11	16	10	26
6	13	18	10	16	13	11	4	8	7	6	6	2	0
7	29	30	38	25	20	28	25	26	35	15	16	15	10
8	33	37	29	31	15	43	36	44	54	43	34	45	29
9	38	29	25	36	26	49	32	54	55	36	32	58	26
10	47	16	26	57	26	54	49	75	47	49	53	58	27
11	26	7	21	29	9	20	22	39	37	11	24	38	14
12	14	15	28	39	26	23	24	55	44	31	22	41	13
13	26	38	38	48	41	33	48	71	55	56	25	62	11
14	31	28	29	54	44	41	41	72	60	53	23	63	25
15	15	29	30	43	36	35	42	73	52	31	24	42	22
16	13	24	16	38	19	31	42	66	33	18	23	36	5
17	8	20	34	30	23	19	31	38	20	16	8	22	18
18	17	63	81	110	114	133	56	50	50	26	28	39	26
19	10	49	90	67	82	113	109	75	69	63	78	74	39
20	20	39	41	42	40	59	44	64	30	36	53	41	43
21	28	76	61	57	74	93	50	41	33	26	40	43	38
22	35	76	79	57	91	102	71	54	48	43	61	78	54
23	40	42	67	62	73	112	53	55	53	54	39	55	41
TOTAL	512	716	861	942	890	1160	898	1028	855	702	691	909	537

WESTFIELD POLICE DEPARTMENT

December 2012



WESTFIELD POLICE DEPARTMENT

December 2012

of Calls: Reception

# of Calls	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec
Administration	212	198	181	157	143	127	131	160	181	203	273	303	249
Dispatch	39	42	50	39	47	32	27	44	48	51	57	55	29
Fire Department	0	0	0	0	0	0	0	0	0	0	0	0	0
IT Department	0	0	0	0	0	0	0	0	0	0	0	0	0
Law Enforcement	38	31	42	29	27	24	30	48	52	38	60	57	37
Logistics	10	11	7	3	5	8	2	8	3	4	9	0	10
TOTAL	299	282	280	228	222	191	190	260	284	296	399	415	325

of Walk-Ins

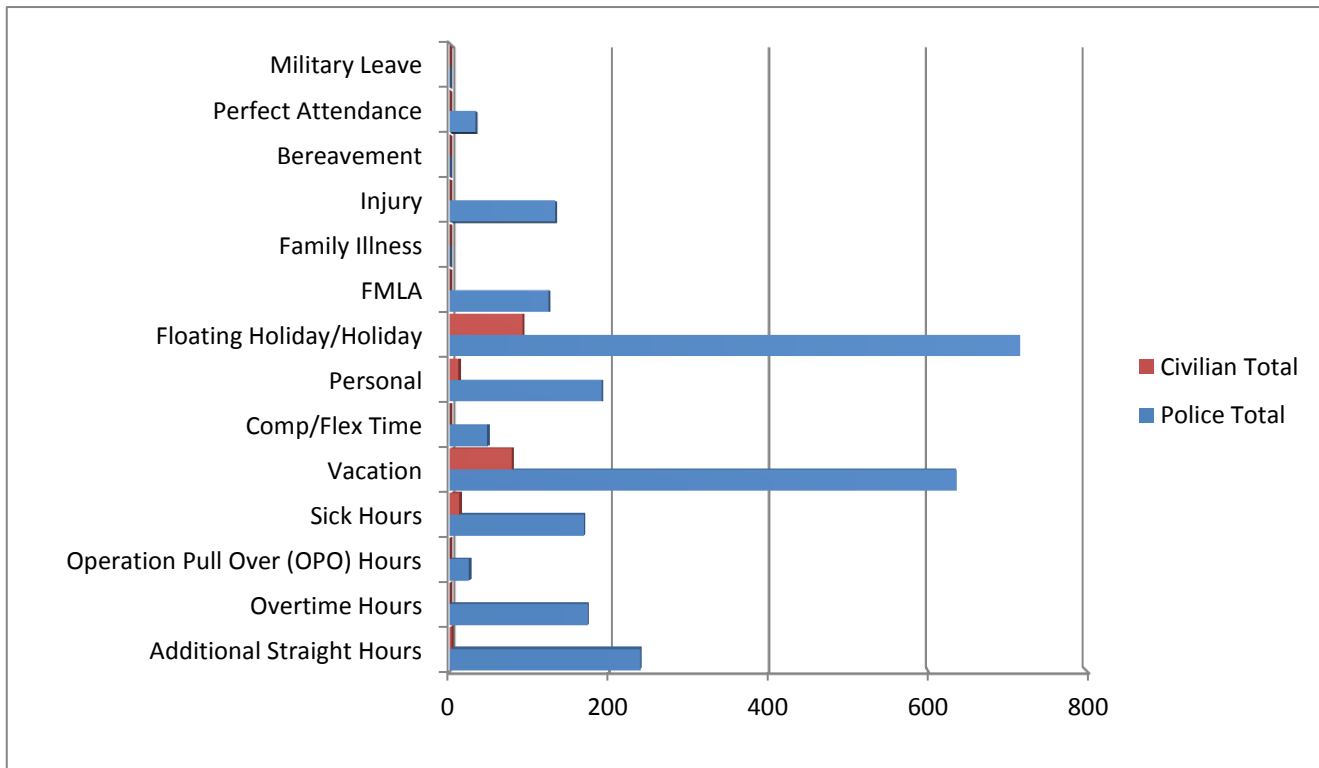
# of Walk-Ins	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec
Background Checks	0	4	3	1	0	0	0	5	1	2	0	5	5
Car Seat Installation	16	11	7	4	9	17	13	10	17	9	7	8	6
Deliveries	3	8	20	16	27	18	6	41	34	28	19	17	21
Directions	0	0	1	0	0	0	0	5	0	0	0	0	0
Fingerprints	8	5	8	11	10	6	9	15	19	10	8	14	8
Fire Dept Walk-Ins	0	0	0	0	0	0	0	0	0	2	0	0	0
Gun Permit Pickup	5	5	2	1	4	3	2	9	7	6	10	13	7
Gun Permits	17	31	23	21	22	26	30	17	22	19	28	24	43
Insurance Viewing	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Pickup	4	3	4	6	9	11	4	5	10	12	18	11	9
Public Rec. Requests	41	38	27	40	32	36	28	48	56	34	58	47	27
Tow Slips	15	11	13	9	15	13	8	12	19	13	21	13	5
Walk-In to Dispatch	31	40	52	39	31	38	36	47	54	42	54	41	30
TOTAL	140	156	160	148	159	168	136	214	239	177	223	193	161

WESTFIELD POLICE DEPARTMENT

December 2012

Monthly Personnel Performance Measures

Personnel Performance Measures	Police Total	Civilian Total
Additional Straight Hours	238.75	1.75
Overtime Hours	172.75	0
Operation Pull Over (OPO) Hours	24	0
Sick Hours	168	12
Vacation	636	77.5
Comp/Flex Time	47	0
Personal	190.5	10.5
Floating Holiday/Holiday	716	91
FMLA	124	0
Family Illness	0	0
Injury	132	0
Bereavement	0	0
Perfect Attendance	32	0
Military Leave	0	0



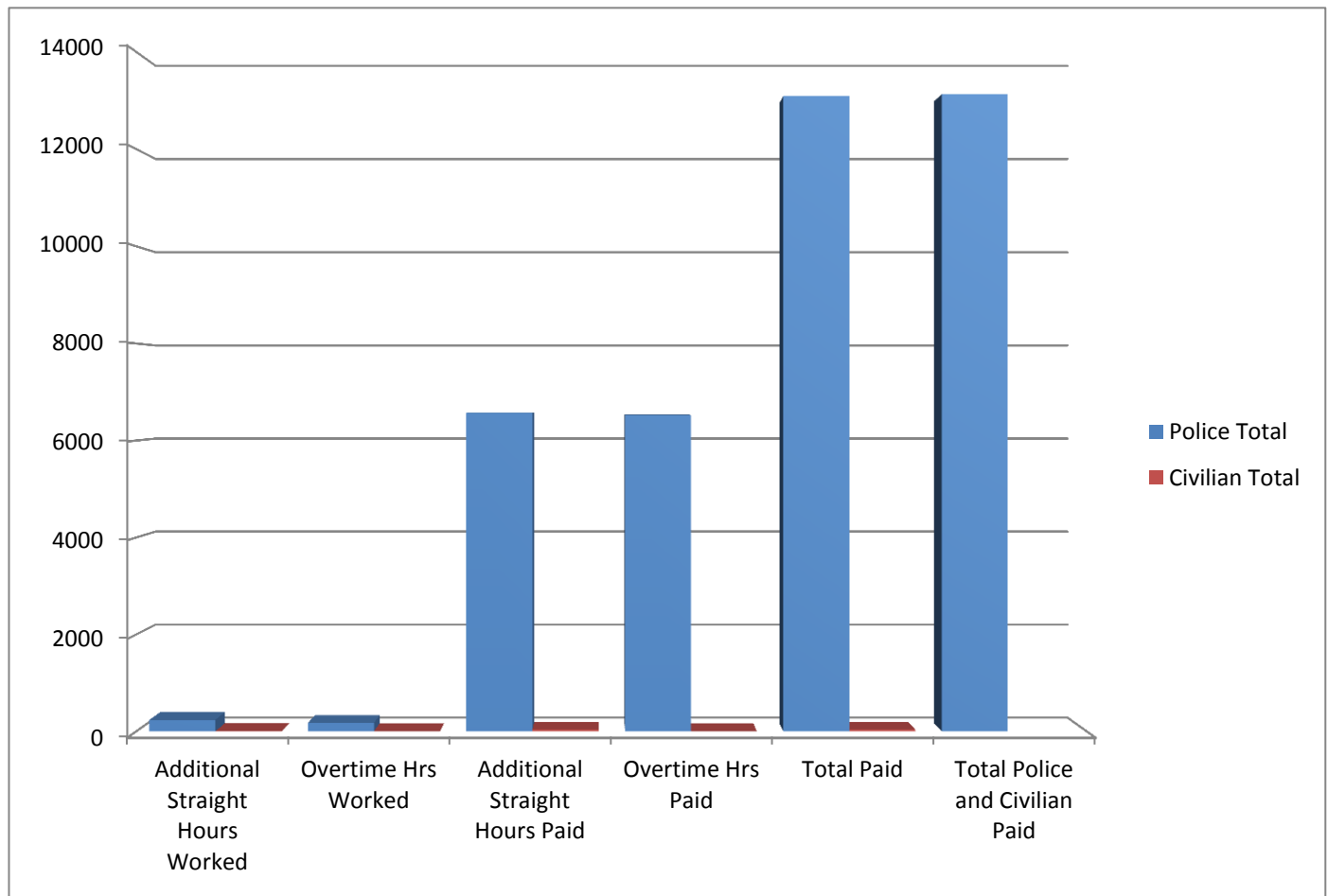
Pay Periods 25-26
Time Frame
12/2/12-12/29/12

WESTFIELD POLICE DEPARTMENT

December 2012

Monthly Personnel Performance Measures

<u>Monthly Additional Compensation</u>	<u>Police Total</u>	<u>Civilian Total</u>
Additional Straight Hours Worked	238.75	1.75
Overtime Hrs Worked	172.75	0
Additional Straight Hours Paid	\$6,568.80	\$35.51
Overtime Hrs Paid	\$6,523.02	\$0.00
Total Paid	\$13,091.81	\$35.51
Total Police and Civilian Paid	\$13,127.32	



Pay Periods 25-26

Time Frame

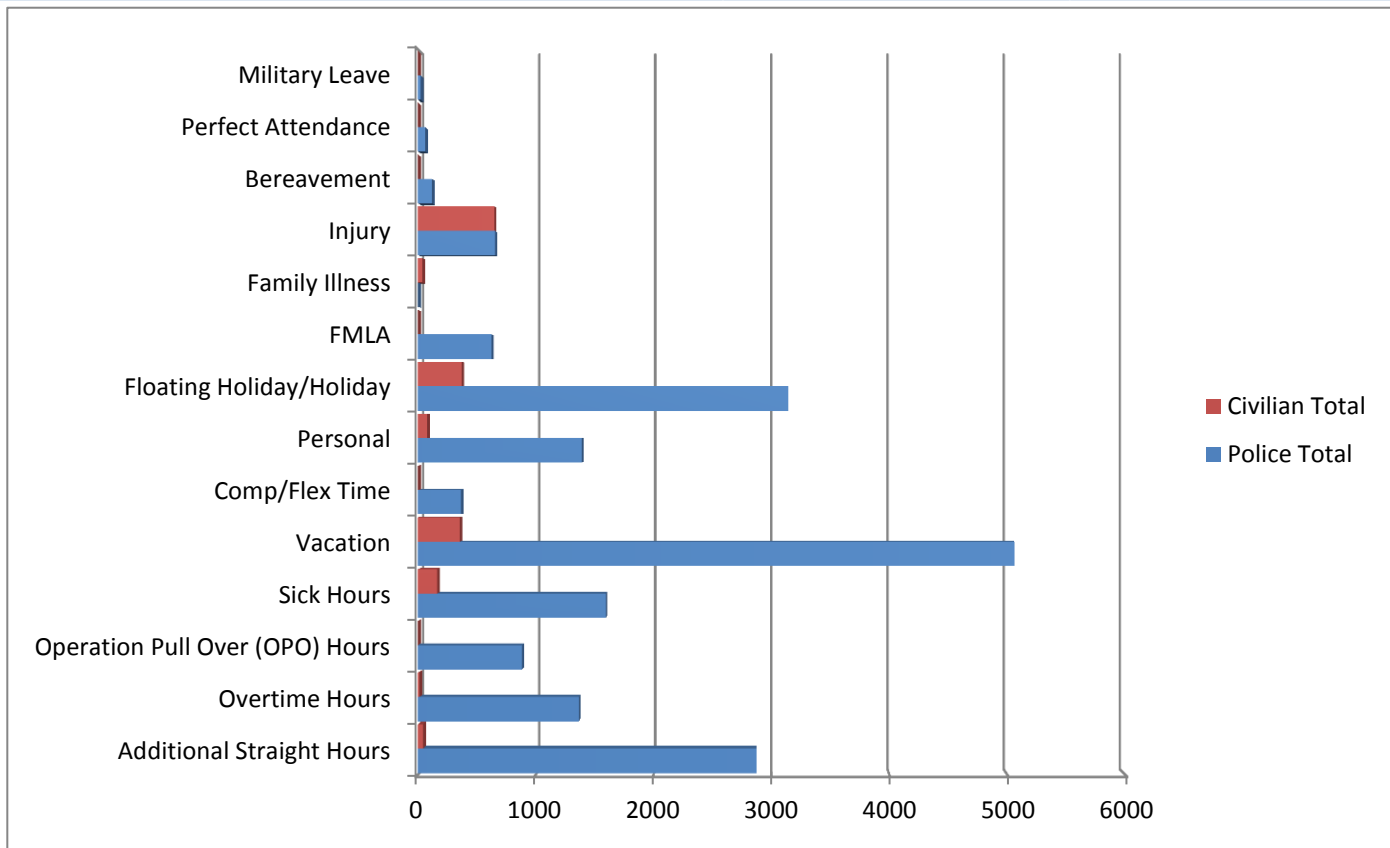
12/2/12-12/29/12

WESTFIELD POLICE DEPARTMENT

2012 Year-to-Date

Monthly Personnel Performance Measures

<u>Personnel Performance Measures</u>	<u>Police Total</u>	<u>Civilian Total</u>
Additional Straight Hours	2875.5	42
Overtime Hours	1365	14
Operation Pull Over (OPO) Hours	881.75	0
Sick Hours	1595	163.5
Vacation	5062	353.75
Comp/Flex Time	366.5	0
Personal	1393.5	75.5
Floating Holiday/Holiday	3140.5	369.5
FMLA	624	0
Family Illness	0	37.5
Injury	653.5	648
Bereavement	120	0
Perfect Attendance	60	0
Military Leave	24	0

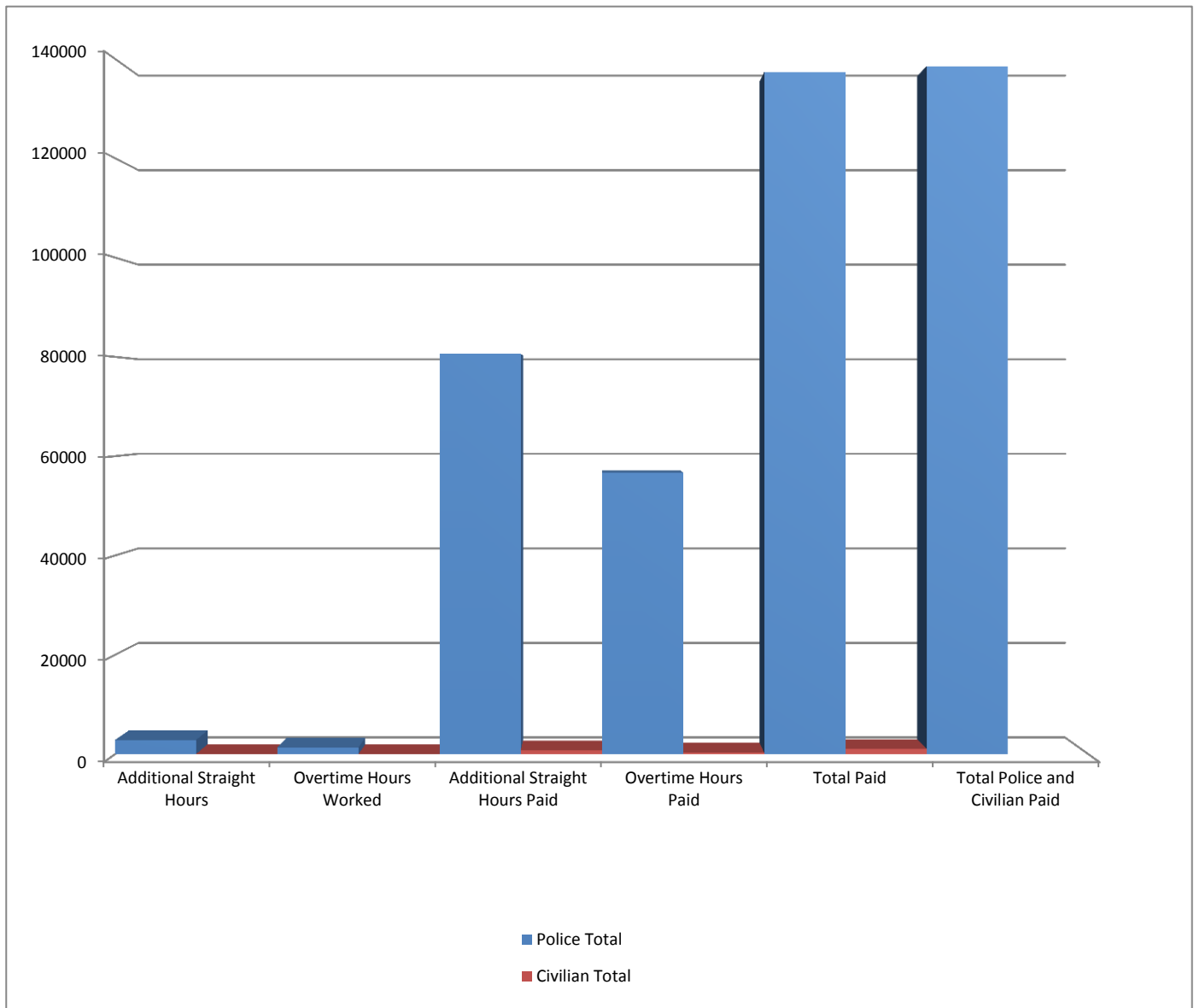


WESTFIELD POLICE DEPARTMENT

2012 Year-to-Date

Monthly Personnel Performance Measures

YTD Additional Compensation	Police Total	Civilian Total
Additional Straight Hours	2875.5	42
Overtime Hours Worked	1365	14
Additional Straight Hours Paid	\$80,599.61	\$796.10
Overtime Hours Paid	\$56,742.29	\$319.34
Total Paid	\$137,341.90	\$1,115.44
Total Police and Civilian Paid	\$138,457.34	

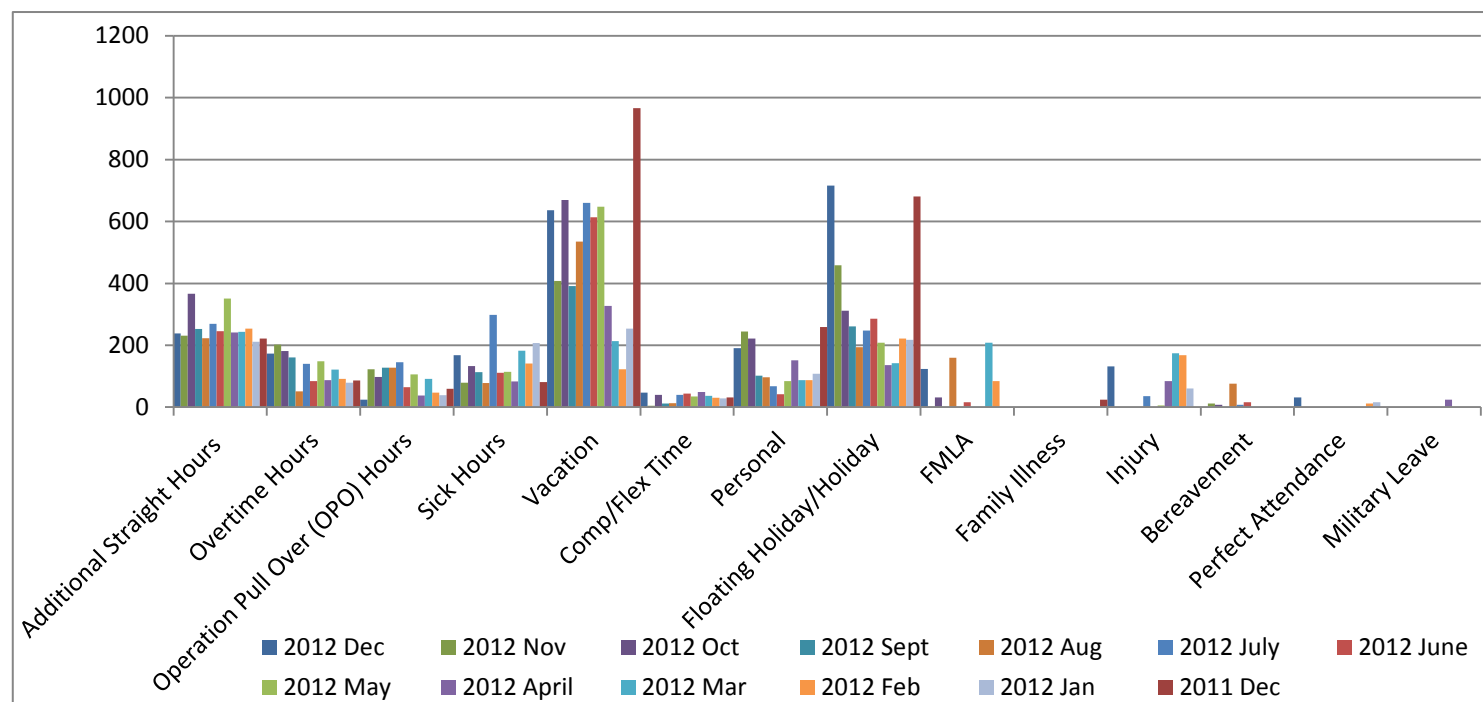


WESTFIELD POLICE DEPARTMENT

Police Monthly Comparison

Monthly Personnel Performance Measures

Personnel Performance Measures	2012 Dec	2012 Nov	2012 Oct	2012 Sept	2012 Aug	2012 July	2012 June	2012 May	2012 April	2012 Mar	2012 Feb	2012 Jan	2011 Dec
Additional Straight Hours	238.75	230.75	366.25	252.5	223.25	269.75	245.75	351.5	241	243.5	254	211.25	221.25
Overtime Hours	172.75	202.5	181.5	160.75	51.25	140.5	84	148.5	87.75	121.75	91	79.25	86
Operation Pull Over (OPO) Hours	24	122.5	97.75	127.25	128	145	64.5	105.5	37.5	92	47	39	59
Sick Hours	168	79.5	133	113.5	78.5	298	111	113.75	83.5	182	141	207	81.5
Vacation	636	408	669	391	535	660	614	648	327	213	122	254	966
Comp/Flex Time	47	5	40	12	12.5	39.5	44	35	49	36.5	30	28	32
Personal	190.5	245	222	102	96.5	67.5	42	84	151	87.5	87.5	108	259
Floating Holiday/Holiday	716	459	312	261	194	248	285.5	208	136	142	222	218	681
FMLA	124	0	32	0	160	0	16	0	0	208	84	0	0
Family Illness	0	0	0	0	0	0	0	0	0	0	0	0	24
Injury	132	0	0	0	0	36	0	5.5	84	174	168	60	0
Bereavement	0	12	8	0	76	8	16	0	0	0	0	0	0
Perfect Attendance	32	0	0	0	0	0	0	0	0	0	12	16	0
Military Leave	0	0	0	0	0	0	0	0	24	0	0	0	0

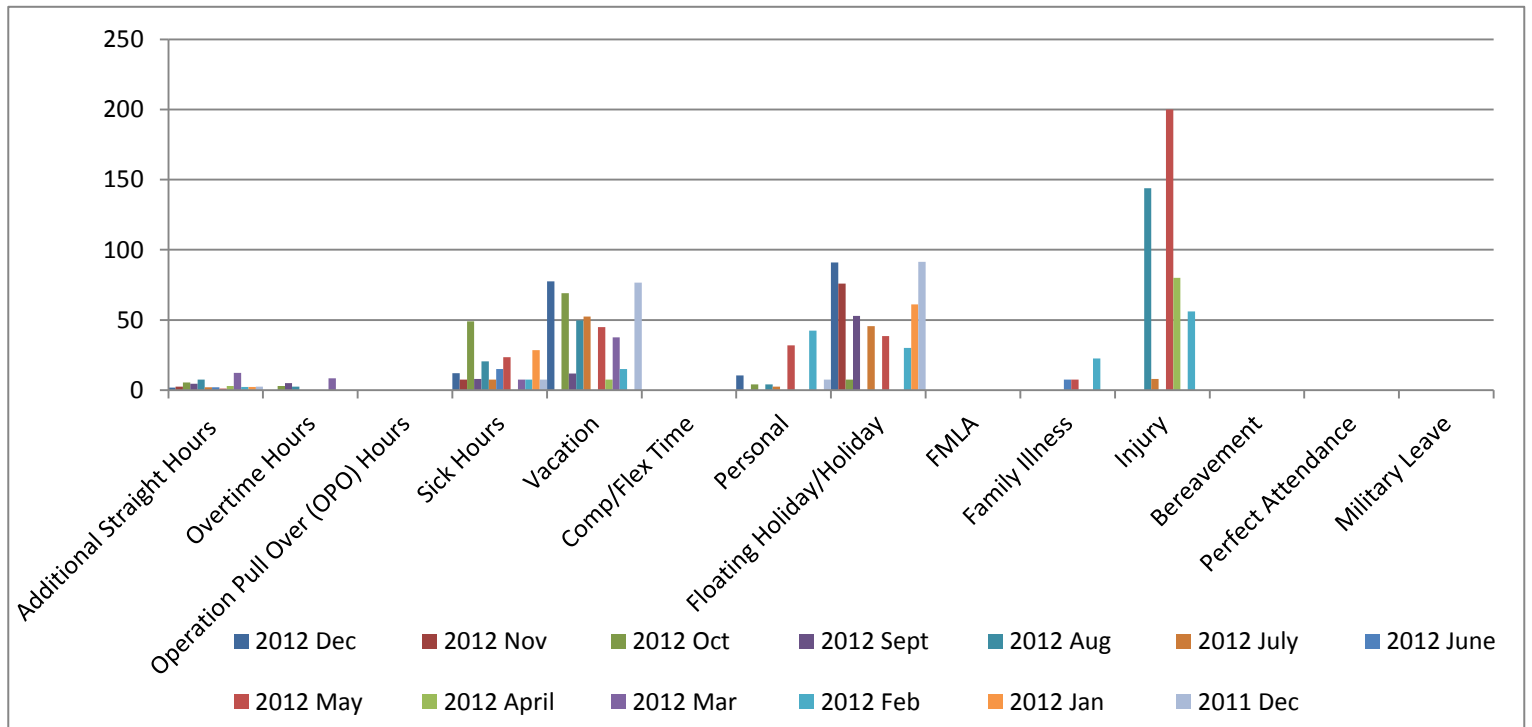


WESTFIELD POLICE DEPARTMENT

Civilian Monthly Comparison

Monthly Personnel Performance Measures

Personnel Performance Measures	2012 Dec	2012 Nov	2012 Oct	2012 Sept	2012 Aug	2012 July	2012 June	2012 May	2012 April	2012 Mar	2012 Feb	2012 Jan	2011 Dec
Additional Straight Hours	1.75	2.5	5.5	4.5	7.5	2	2	1	3	12.25	2.25	2.25	2.5
Overtime Hours	0	0	3	5	2.5	0	0	0	0	8.5	0	0	0
Operation Pull Over (OPO) Hours	0	0	0	0	0	0	0	0	0	0	0	0	0
Sick Hours	12	7.5	49	8	20.5	7.5	15	23.5	0	7.5	7.5	28.5	7.5
Vacation	77.5	0	69	11.75	49.75	52.5	0	45	7.5	37.5	15	0	76.5
Comp/Flex Time	0	0	0	0	0	0	0	0	0	0	0	0	0
Personal	10.5	0	4	0	4	2.5	0	32	0	0	42.5	0	7.5
Floating Holiday/Holiday	91	76	7.5	53	0	45.5	0	38.5	0	0	30	61	91.5
FMLA	0	0	0	0	0	0	0	0	0	0	0	0	0
Family Illness	0	0	0	0	0	0	7.5	7.5	0	0	22.5	0	0
Injury	0	0	0	0	144	8	0	200	80	0	56	0	0
Bereavement	0	0	0	0	0	0	0	0	0	0	0	0	0
Perfect Attendance	0	0	0	0	0	0	0	0	0	0	0	0	0
Military Leave	0	0	0	0	0	0	0	0	0	0	0	0	0



**Westfield Police Department
Community Events
December 2012**

12/6/12 Countryside Neighborhood Watch Meeting – Asst. Chief Jordan and Det. Bays

12/13/12 Maple Glen Elementary School Literacy Week – Asst. Chief Jordan

12/15/12 FOP COPS and KIDS – Chief Rush, Asst. Chief Jordan, Lt. Allen, Lt. Gorrell, Capt. Houston, Lt. Lilly, Det. Clouse, Sgt. Vickroy, Officers Harrell, Larrison, Swiatkowski and Grimes, Deb Clement

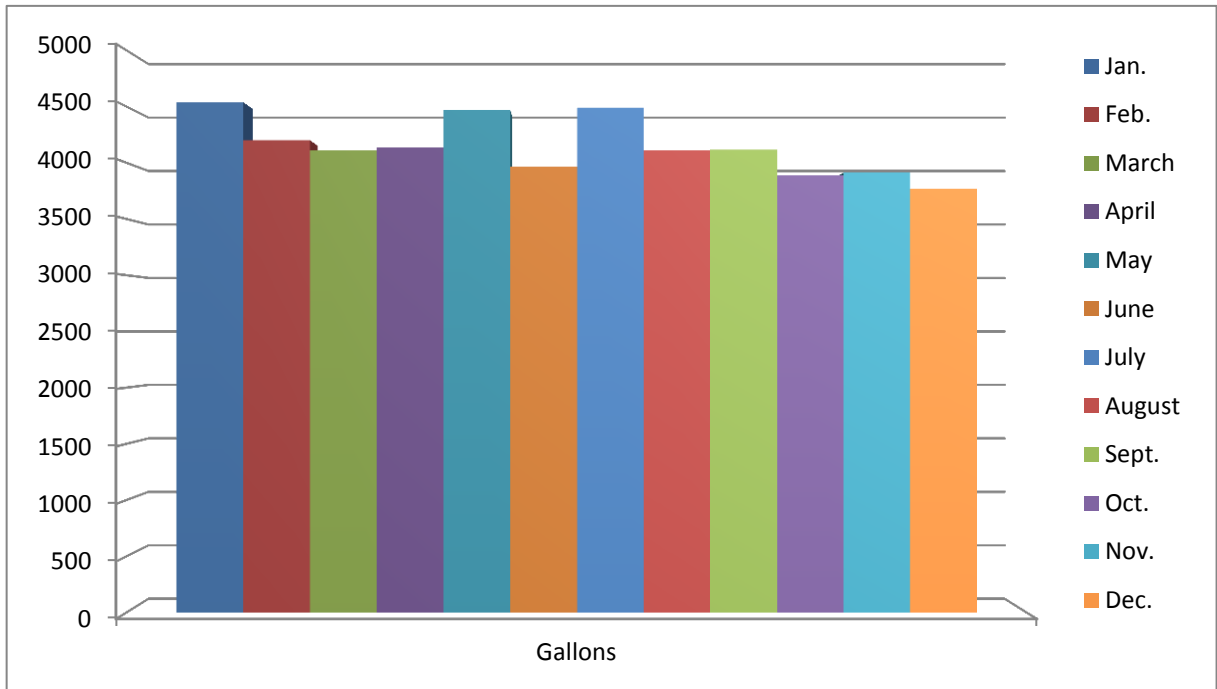
WESTFIELD POLICE DEPARTMENT

Monthly Fuel Purchases

Gallons 2011/2012

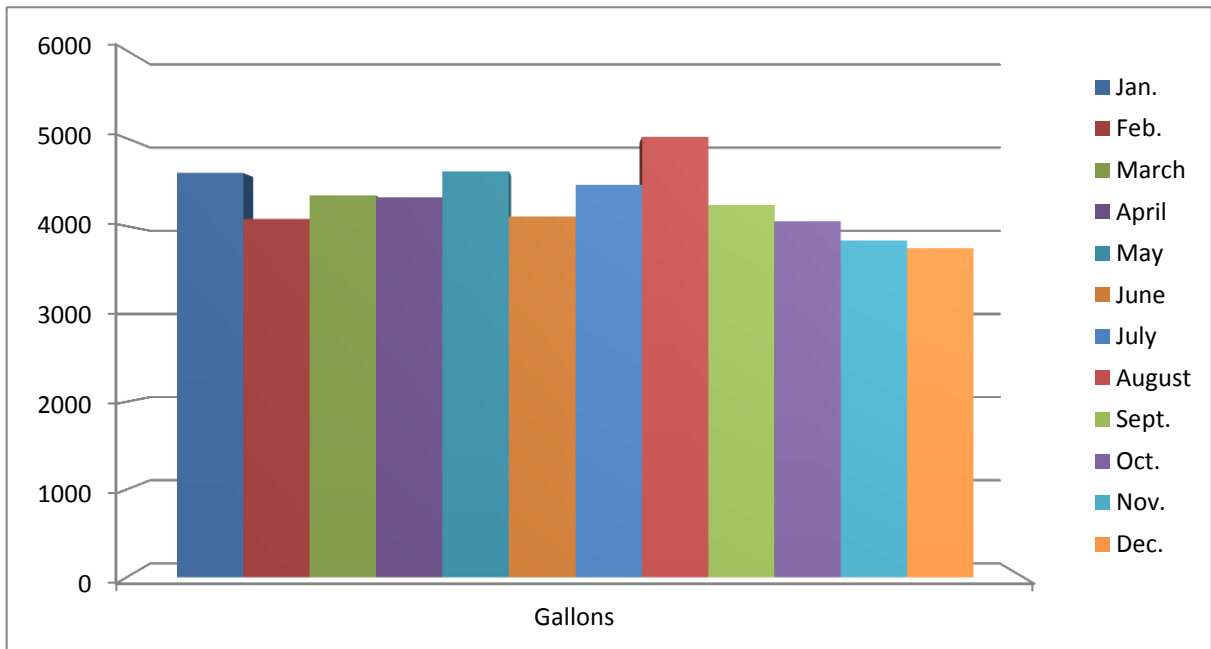
Fuel Purchases 2012

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4538	4200	4113	4134	4469	3968	4490	4112	4115	3888	3912	3768



Fuel Purchases 2011

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4608	4083	4347	4326	4624	4113	4473	5016	4238	4056	3834	3750



Monthly Training Summary

December 2012

12/6/12 K-9 Training – Officers Kang and Swiatkowski

12/13/12 Monthly ESU – Sgt. Siara and Officer Harrell

12/13-14-12 HK Armorer Course – Lt. Rushforth, Officers Howard and Kang

Performance Counseling Statements/Awards

December 2012

Detective Brett Bays has been selected by Hamilton County Prosecutors personnel as Investigations Officer (Detective) of the year for 2012. This award is the result of his "hard work and dedication".

Amanda Nigh received a positive counseling state for playing an integral role in developing and implementing a social media presence for the police department. Amanda's efforts have enabled the agency to better connect and communicate with the residents we serve. Her efforts have also helped the department achieve our 2012 goals related to community outreach and collaborative partnerships. Due to Amanda's efforts, the department has received numerous positive comments from members of the community and other City employees.

Platinum Properties, LLC, Owner/Developer
**AGREEMENT FOR OFF-SITE EXTENSION OF WATER MAINS AND
RELATED FACILITIES**

This agreement for off-site extension of the water mains and facilities executed this _____ day of _____, 20____, by and between the City of Westfield acting by and through its Common Council, (hereinafter referred to as the "City") and Platinum Properties, LLC (hereinafter referred to as the "Owner/Developer"):

WITNESSETH:

WHEREAS, the City has developed a Comprehensive Master Plan for the development and distribution of the water mains and facilities (hereinafter referred to as the "Master Plan"); and,

WHEREAS, the Owner/Developer desires to cause development to occur within the jurisdiction of the City and to provide water service to such development (hereinafter referred to as the "Project"); and,

WHEREAS, a portion of the water mains and facilities to be constructed to serve said development in the conformance with the Master Plan were "off-site" as said term is understood within the context of the Master Plan and is further defined within the terms of this Agreement.

WHEREAS, it is fair and equitable, to enter into an agreement, to reimburse the Owner/Developer for the part of the costs of the Project, which are not necessary for water service to the Owner/ Developer's development.

NOW, THEREFORE, the parties do hereby agree in consideration of the promises and covenants contained herein as follows:

1. Construction of off-site extension of water mains

a. Plans and Specifications

The Owner/Developer, at its expense, has caused plans and specifications to be prepared consistent with the Master Plan for the extension of water mains and facilities to the site of its development which is described in **Exhibit A** attached hereto and made a part hereof.

The Plans have been submitted to the City for approval and said plans are a part of this Agreement and shall be marked **Exhibit B**.

b. Construction

The Owner/Developer will construct the water mains and facilities in substantial conformance to the plans and specifications.

c. Performance Bond, Maintenance Bond and Testing

Upon completion of the Project, the Owner/Developer shall post a maintenance bond or surety acceptable to the City, in an amount sufficient to indemnify the City for the maintenance of the Project for a three (3) year period beginning the date of the Project is acceptable by the Westfield Board of Public Works. Prior to acceptance of the Project, the Project shall pass one or more normally acceptable inspection tests, including but not limited to, a pressure test or leak test, and bacteriological testing. The City shall not be obligated to accept the dedication of the Project unless the project meets normally acceptable standards for the above tests.

d. Dedication and Acceptance Thereof

Upon completion of the Project and satisfactory performance of all testing required by the City, the Owner/Developer shall convey all right, title, and interest in the Project to the City. The City shall accept such dedication upon satisfactory testing and posting of a maintenance bond or other acceptable surety as set out herein.

2. Reimbursement and/or Credits

The City agrees that the Owner/Developer shall be entitled to reimbursement/credit for construction of the Project up to the amount of Thirty Four Thousand Twenty dollars and 00 cents (\$34,020.00) as detailed in **Exhibit C** attached hereto and made a part hereof. The reimbursement/credit specifically set out herein shall represent the total compensation to the Owner/Developer arising out of the Project. A cost estimate of the Project and related costs are detailed in **Exhibit D**, and **Exhibit E**, attached hereto and made a part hereof. Developer acknowledges that such reimbursement/credit is subject and subordinate to the obligations of the City to the holders of the City's Waterworks Revenue Bonds in accordance with the provisions of Ordinance 03-24.

3. Amendments and Modifications

This agreement incorporates the entire agreement of the parties, and no extrinsic matters shall be deemed to have amended this Agreement in any manner, unless specifically set forth in writing and executed by the parties hereto as an addendum or amendment to this Agreement.

4. Default

Any failure on the part of either party to carry out the terms or conditions set forth herein shall be considered an event of default and shall relieve the other party from any further obligation under the terms of this Agreement.

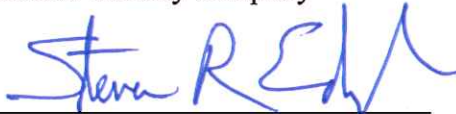
5. No Waiver of Obligation to Pay Charges

The parties agree that there is nothing about this Agreement which may be in any manner constructed to relieve the Owner/Developer from any obligation currently imposed upon such Owner/Developer by reason of the ordinances of the City of Westfield and in particular the ordinances requiring the payment of availability and connection charges to the City. In addition, the parties agree that no proprietary interest arises out of this Agreement which would result in the Owner/Developer being entitled to avoid any increase in availability connection ordinances.

6. Execution of Supplemental Documents

The parties agree that they shall execute any and all documents necessary to give effect to this Agreement, including, but not limited to, the assignment or granting of easements, or the execution of such other documents as may be necessary.

By: Platinum Properties, LLC, an Indiana
limited liability company

Signed: 

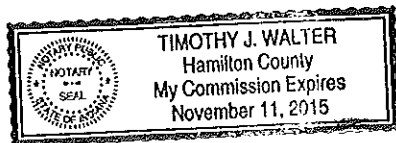
Printed: Steven R. Edwards

Title: Vice President, Chief Financial Officer

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Personally appeared before me, a notary public in and for said County and State, Steven R. Edwards, the Vice President, Chief Financial Officer of Platinum Properties, LLC. who, being first duly sworn, acknowledges that the representations contained herein are true to the best of his knowledge.

WITNESS MY HAND SEAL, this 17th day of JANUARY, 2013.




Notary Public

Printed Name

MY COMMISSION EXPIRES:

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this ____ day of _____, 20____.

By: City of Westfield

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield

EXHIBIT A
A Portion of Wendover Avenue and Maple Village (aka Sonoma) Section 5

Wendover Avenue

A part of the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section; thence South 89 degrees 30 minutes 01 seconds West along the South line of said Quarter Section a distance of 1,953.12 feet to the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 3, said corner also being the Northwest corner of the real estate described in Instrument Number 94-10795 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 07 minutes 59 seconds East 639.29 feet to the POINT OF BEGINNING of this description; thence South 89 degrees 52 minutes 08 seconds East 18.09 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 07 minutes 52 seconds West 4,975.00 feet from said point; thence easterly along said curve 127.26 feet to the point of tangency of said curve, said point being North 01 degrees 35 minutes 48 seconds East 4,975.00 feet from the radius point of said curve; thence South 88 degrees 24 minutes 11 seconds East 256.03 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 01 degrees 35 minutes 49 seconds East 5,025.00 feet from said point; thence easterly along said curve 163.98 feet to the point of tangency of said curve, said point being South 00 degrees 16 minutes 22 seconds East 5,025.00 feet from the radius point of said curve; thence North 89 degrees 43 minutes 38 seconds East 97.98 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 16 minutes 22 seconds West 825.00 feet from said point thence easterly along said curve 231.76 feet to a point on the Southern Right-of-Way of Wendover Avenue, recorded as Instrument No. 2007051207, in the Office of the Recorder of Hamilton County, Indiana, said point also being the point of tangency of said curve, said point being South 16 degrees 22 minutes 05 seconds East 825.00 feet from the radius point of said curve; thence North 16 degrees 21 minutes 21 seconds West 50.00 feet to a point on the Northern Right-of-Way of said Wendover Avenue, said point also being on a curve concave northerly, the radius point of said curve being North 16 degrees 22 minutes 09 seconds West 775.00 feet from said point; thence westerly along said curve 217.72 feet to the point of tangency of said curve, said point being South 00 degrees 16 minutes 23 seconds East 775.00 feet from the radius point of said curve; thence South 89 degrees 43 minutes 38 seconds West 97.98 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 16 minutes 22 seconds West 4,975.00 feet from said point; thence westerly along said curve 162.35 feet to the point of tangency of said curve, said point being South 01 degrees 35 minutes 49 seconds West 4,975.00 feet from the radius point of said curve; thence North 88 degrees 24 minutes 11 seconds West 256.03 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 01 degrees 35 minutes 49 seconds West 5,025.00 feet from said point; thence westerly along said curve 128.54 feet to the point of tangency of said curve, said point being North 00

degrees 07 minutes 53 seconds East 5,025.00 feet from the radius point of said curve; thence North 89 degrees 52 minutes 08 seconds West 18.08 feet; thence South 00 degrees 07 minutes 59 seconds West 50.00 feet to the place of beginning, containing 1.019 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

AND

Maple Village (aka Sonoma) Section 5

A subdivision of a part of the Northwest Quarter and the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section, said corner being marked by a spindle; thence South 89 degrees 30 minutes 01 seconds West along the South line of said Quarter Section a distance of 1,953.12 feet to the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 3, said corner also being the Northwest corner of the real estate described in Instrument Number 94-10795 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 07 minutes 59 seconds East 569.40 feet to a 5/8" rebar with cap stamped "S & A Firm # 0008" (hereafter referred to as a S & A rebar) and the POINT OF BEGINNING of this description; thence North 89 degrees 52 minutes 08 seconds West 130.00 feet to a S & A rebar; thence South 00 degrees 07 minutes 59 seconds West 50.11 feet to a S & A rebar; thence North 89 degrees 52 minutes 08 seconds West 980.95 feet to a S & A rebar; thence North 00 degrees 07 minutes 52 seconds East 120.00 feet to a S & A rebar; thence North 89 degrees 52 minutes 08 seconds West 133.50 feet to a S & A rebar on an East line of Maple Village (a.k.a. Sonoma), Section Two, the plat of which is recorded as Instrument No. 2007054895 in Plat Cabinet 4, Slide 367 in said Recorder's Office; thence North 00 degrees 07 minutes 52 seconds East along said East line 162.00 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 80.50 feet to a S & A rebar; thence North 81 degrees 32 minutes 51 seconds East 53.60 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 280.00 feet to a S & A rebar; thence North 00 degrees 07 minutes 52 seconds East 4.61 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 180.01 feet to a S & A rebar; thence North 00 degrees 08 minutes 11 seconds East 5.39 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 650.95 feet to a S & A rebar; thence South 00 degrees 07 minutes 59 seconds West 249.89 feet to the place of beginning, containing 7.916 acres, more or less.

EXHIBIT B

Because of reproduction difficulties and its bulk nature, the plans are on file in the Clerk-Treasurer's Office and the Westfield Public Works Department and are duly marked Exhibit B.

(Developer to supply three (3) original copies of the project plans with changes required by the Water Master Plan Highlighted.)

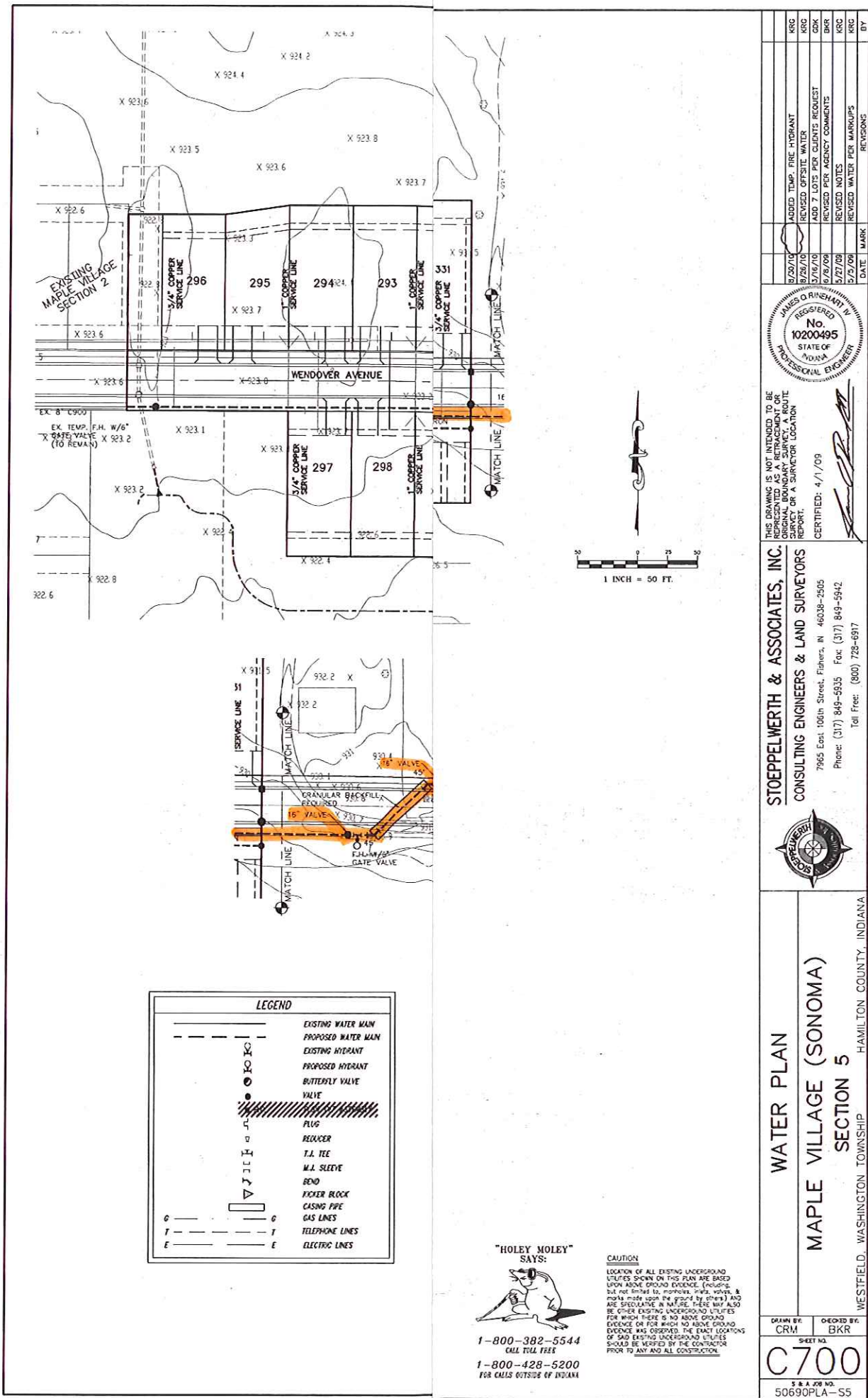


EXHIBIT C

Project Name: Maple Village (Sonoma) Section 5

Developer Name: Platinum Properties, LLC

Credit Due to Developer	\$0.00
Reimbursement Due to Developer	\$34,020.00

(Reimbursement cash payments shall be paid only when the full amount for reimbursement is available in the reimbursement account and based on prioritization (first in first out) of agreement)



September 6, 2011

Harry Nikides
Westfield Public Works
2706 E. 171st Street
Westfield, IN 46074

RE: Maple Village (AKA Sonoma) Section 5
Agreement for Off-site Extension of Water Mains and Related Facilities

Dear Harry:

I have attached the required information to prepare an agreement between the City and Platinum Properties for oversizing costs of the water main for the above referenced project. We would like this item to be heard at the next possible Town Council Meeting. In reference to the exhibits for the agreement I have included the following information:

- Exhibit A. The property that encompasses the water main was actually described and transferred to the city in two documents. I have attached a copy of each of these documents; the recorded Secondary Plat and the recorded Dedication of Public Right-of-Way.
- Exhibit B. I have provided 3 copies of the water plan on 11"x17" with the oversized mains highlighted.
- Exhibit C. To be prepared by your office to include credits of \$250/lot for the 38 platted lots and the oversizing costs as itemized in Exhibit D.
- Exhibit D. I have provided 3 copies of the Water Main Oversizing Estimate that includes and is based on the actual construction contract for the project that also includes copies of the bid proposal used to prepare the contract. In addition, I have also provided 3 copies of bid proposals for the water main work from 2 other contractors that were received when the project was bid in April 2010.
- Exhibit E. I have not included any engineering costs as there was no incremental increase in design cost in designing the approved plans versus designing a plan with only 8" mains.

Please feel free to call me at 590-8817 if you should have any questions or need additional information to prepare the agreement. Also, once the agreement is prepared, please forward a copy for our files.

Sincerely,

Timothy J. Walter, P.E.
Senior Project Manager

Enclosures (14)

Cc: File.

SURVEYED AND PREPARED BY:
CURTIS C. HUFF
STOEPPELWORTH & ASSOCIATES, INC.
7985 EAST 10TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

OWNER/SUBOWNER:
PLATINUM PROPERTIES, LLC
9757 WESTPOINT DRIVE, SUITE 600
INDIANAPOLIS, INDIANA 46226
PHONE: (317) 516-2900

SOURCE OF TITLE:
INSTR. No. 2005-10349
INSTR. No. 2005-10350
INSTR. No. 2006-48125

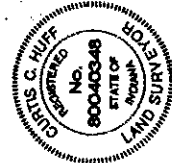
ZONING CLASSIFICATION: P.U.D.
SETBACK REQUIREMENTS:
SIDEYARD - 0'-10' SEPARATION BETWEEN HOUSES
REAR YARD - 20' MINIMUM

NOTE:
SECTION 5 OF MAPLE VILLAGE (SONOMA) IS
LOCATED IN THE URBAN RESIDENTIAL DISTRICT OF
THE MAPLE KNOLL P.U.D. THE STANDARDS FOR
DWELLINGS IN THIS SECTION ARE FOUND UNDER
TAB FIFTEEN OF EXHIBIT FIFTEEN OF THE MAPLE
KNOLL P.U.D. ORDINANCE.

LEGEND

- 25 LOT NUMBER
- D.U.A.S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- D.U.A.S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- D.A.U.E. DRAINAGE & UTILITY EASEMENT
- B.L. BUILDING LINE
- L.A.S.E. LANDSCAPE, MAINTENANCE ACCESS EASEMENT
- C.A. COMMON AREA
- R.D.E. REGULATED DRAINAGE EASEMENT

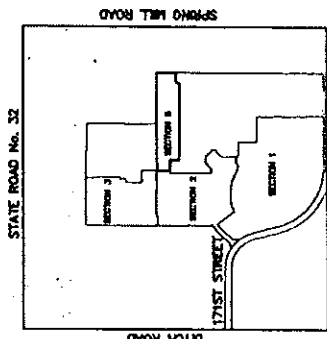
NOT TO SCALE



C. C. Huff
Curtis C. Huff
Registered Professional Land Surveyor
No. 80040348

MAPLE VILLAGE (A.K.A. SONOMA) SECTION FIVE SECONDARY PLAT

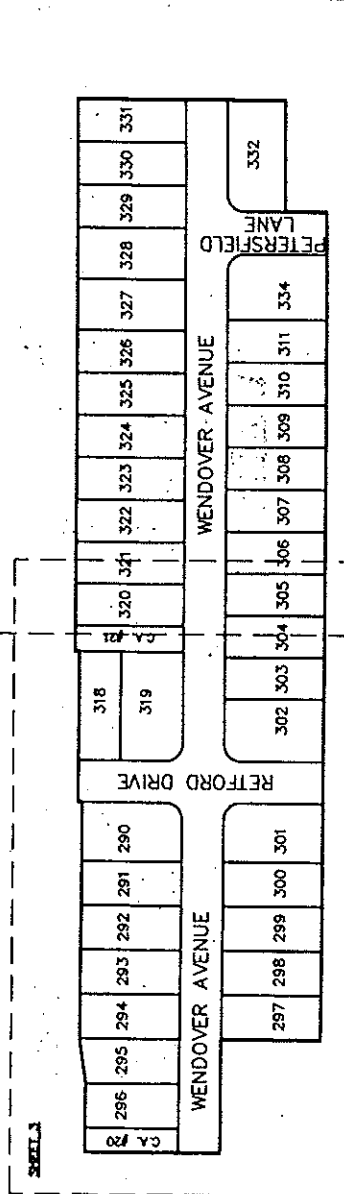
(A PART OF THE NORTHWEST AND NORTHEAST QUARTERS
OF SECTION 3, T.18N., R.3E., WASHINGTON TWP., HAMILTON CO., INDIANA)



SUBDIVISION MONUMENTATION
MONUMENTS THAT ARE SHOWN ON THIS PLAT HAVE BEEN SET IN PLACE PRIOR TO THE RECORDATION OF THIS PLAT. MONUMENTS THAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT HAVE NOT BEEN SHOWN. AN ATTENDANT CROSS-REFERENCED TO THIS RECORDATION SHALL BE SET IN PLACE PRIOR TO THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.
A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008" SHALL BE SET AT ALL CORNERS OF PARCELS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
○ DENOTES A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008".
● DENOTES A 2" MAG NAIL WITH WASHER STAMPED "S&A FIRM #0008".
□ DENOTES A 4"x4"x36" LONG PRECAST CONCRETE MONUMENT WITH A CROSS CAST IN THE TOP, SET FLUSH WITH THE FINISH GRADE.
● DENOTES A STREET CENTERLINE MONUMENT. EITHER AN "ALUMINUM 12" DIA. TAPERED ALUMINUM ROD 8' LONG WITH 1-1/2" DIA. TAPERED ALUMINUM CAP STAMPED "S&A FIRM #0008" AND HAVING A CUT "C" IN TOP SET FLUSH WITH THE FINISHED SURFACE COAT OR A 2" MAG NAIL TEMPORARILY SET FLUSH WITH THE INTERMEDIATE COAT (BRIDES).

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C-1	20.00'	31.52'	20.00'	28.28'	N45°37'52"E	90°00'00"
C-2	20.00'	31.52'	20.00'	28.28'	S45°37'52"E	90°00'00"
C-3	20.00'	31.52'	20.00'	28.28'	N45°37'52"E	90°00'00"
C-4	20.00'	31.52'	20.00'	28.28'	S45°37'52"E	90°00'00"
C-5	20.00'	31.52'	20.00'	28.28'	N45°37'52"E	90°00'00"
C-6	20.00'	31.52'	20.00'	28.28'	S45°37'52"E	90°00'00"

SHEET 2



SURVEYED AND PREPARED BY:
CURTIS C. HUFF
STROPELWORTH & ASSOCIATES, INC.
7045 EAST 108TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

OWNER/SUBOWNER:
STANUM PROPERTIES, LLC
3000 EAST 108TH STREET, SUITE 600
INDIANAPOLIS, INDIANA 46256
PHONE: (317) 618-2000

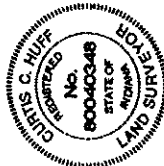
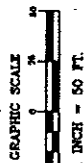
NOTE: PLEASE REFER TO SHEET ONE FOR GENERAL
NOTES, THE LEGEND, THE CURVE TABLE, AND THE
DEFINITIONS OF SYMBOLS AND ABBREVIATIONS.

MAPLE VILLAGE (A.K.A. SONOMA) SECTION FIVE SECONDARY PLAT

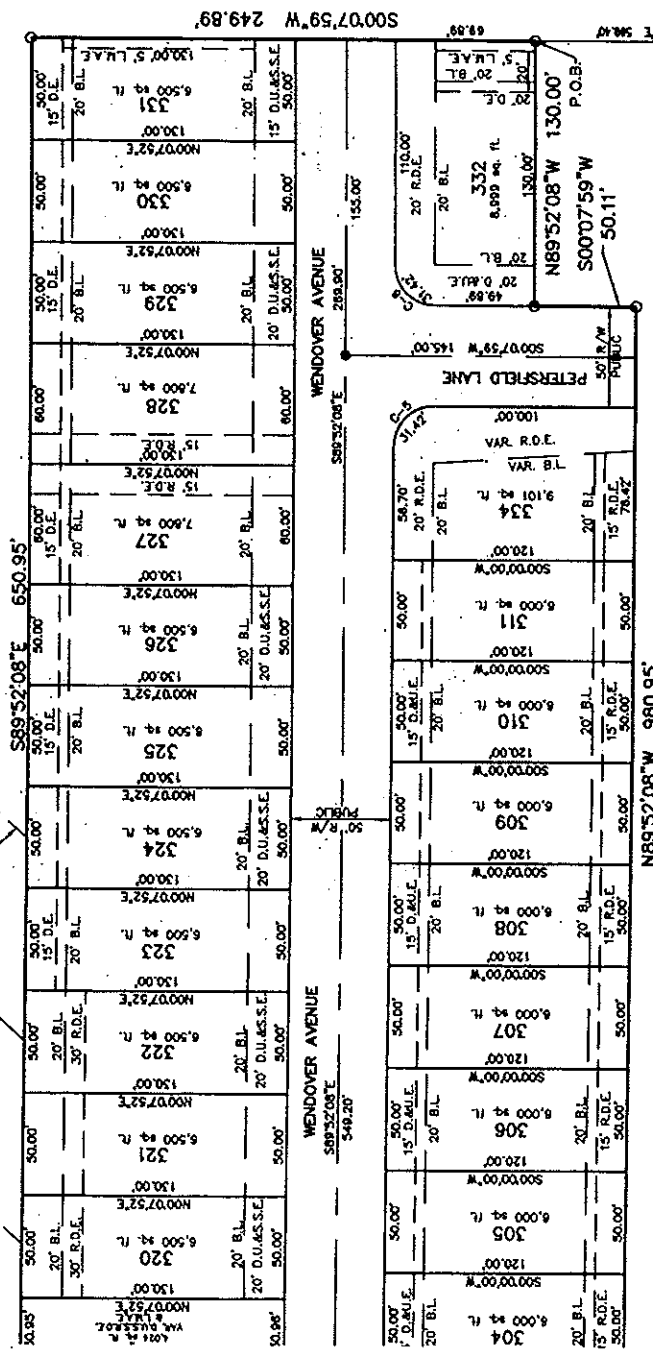
PC 4 Slide 642

201003341 PLAT 435.96
JANUARY 2, 2010 10:46:15P 4 PDS
JANUARY 2, 2010 10:46:15P 4 PDS
HAMILTON County Recorder IN
Recorded as Presented

APPROXIMATE LOCATION OF THE
ST. LOUIS RAILROAD DRAIN THE
75' FROM THE CORNER OF THE
PER HAMILTON COUNTY SURVEYING RECORDS



C. Huff
Curtis C. Huff
Registered Land Surveyor
No. 80040348



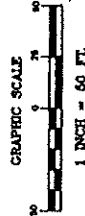
N.W. COR. OF THE REAL ESTATE
DESCRIBED IN INSTR. No. 84-10785
N.W. COR. E 1/2, N.W. 1/4,
S.E. 1/4, SEC. 3, T10N, R1E
S.W. COR. N.E. 1/4,
SEC. 3, T10N, R1E
FOUND SPINDLE
S.W. COR. N.E. 1/4,
SEC. 3, T10N, R1E

SURVEYED AND PREPARED BY:
CURTIS C. HUFF
STOEPRELMER & ASSOCIATES, INC.
7845 EAST 100TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

OWNER/SUBOWNER:
PLATINUM PROPERTIES, LLC
15150 PLATINUM DRIVE, SUITE 600
NOMANAPOLIS, INDIANA 46056
PHONE: (317) 818-2000

MAPLE VILLAGE (A.K.A. SONOMA) SECTION FIVE SECONDARY PLAT

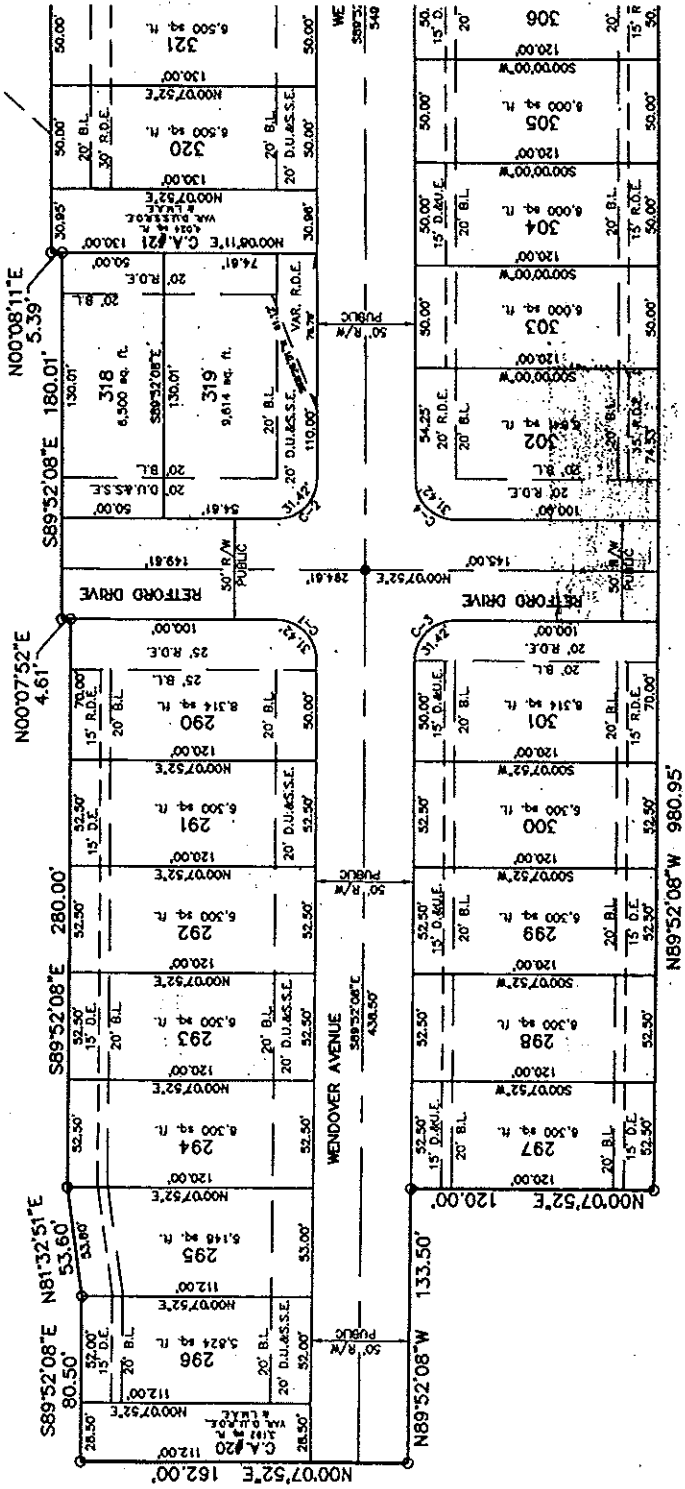
2810853341 PLAT 535.00
10/15/2016 04:06:15P 4 PGS
Maple Village
148111700 County Recorder IN
Recorded as Presented



NOTE: PLEASE REFER TO SHEET ONE FOR GENERAL
INSTRUCTIONS REGARDING THE CURVE TABLE AND THE
DEFINITIONS OF SYMBOLS AND ABBREVIATIONS.



Curtis C. Huff
Curtis C. Huff
Registered Land Surveyor
No. 80040348



SEE SHEET 2

SURVEYED AND PREPARED BY:
CURTIS C. HUFF
STOPPELWERTH & ASSOCIATES, INC.
7965 EAST 100TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

OWNER/SUBOWNER:
PLATINUM PROPERTIES, LLC
9757 WESTPOINT DRIVE, SUITE 600
INDIANAPOLIS, INDIANA 46256
PHONE: (317) 818-2900

MAPLE VILLAGE (A.K.A. SONOMA) SECTION FIVE SECONDARY PLAT

PL4 slide 642

2818053341 PLAT \$35.00
10/15/2010 04:06:13P 4 PCS
Maple Village
Hamilton County
Recorder IN
Recorded as Presented

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Northwest Quarter and the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Northeast Quarter Section, said corner being marked by a spindle; thence South 89 degrees 30 minutes 01 seconds West along the South line of said Quarter Section a distance of 1,953.12 feet to the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 3, said corner also being the Northwest corner of the real estate described in Instrument Number 94-10795 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 07 minutes 59 seconds East 569.40 feet to a 2" rebar with cap stamped "S & A Firm # 0008" (hereafter referred to as a S & A rebar) and the POINT OF BEGINNING of this description; thence North 89 degrees 52 minutes 08 seconds West 130.00 feet to a S & A rebar; thence West 980.95 feet to a S & A rebar; thence North 00 degrees 07 minutes 52 seconds East 120.00 feet to a S & A rebar; thence North 89 degrees 52 minutes 08 seconds West 133.50 feet to a S & A rebar on an East line of Maple Village (A.K.A. Sonoma), Section Two, the plat of which is recorded as Instrument No. 2007054895 in Plat Cabinet 4, Slide 367 in said Recorder's Office; thence North 00 degrees 07 minutes 52 seconds East along said East line 162.00 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 80.50 feet to a S & A rebar; thence North 81 degrees 32 minutes 51 seconds East 53.60 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 280.00 feet to a S & A rebar; thence North 00 degrees 07 minutes 52 seconds East 4.61 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 180.01 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 650.95 feet to a S & A rebar; thence South 00 degrees 07 minutes 59 seconds West 249.89 feet to the place of beginning, containing 1.916 acres, more or less.

This subdivision consists of 38 lots numbered 290-311, 318-332, and 334 (all inclusive) and 2 Common Areas labeled C.A. #20 and #21. The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-Reference is hereby made to two ALTA/ACSM Land Title Surveys prepared by Stoppeleworth & Associates, Inc. in accordance with Title 265, Article 1, Chapter 12 of the Indiana Administrative Code and recorded as Instrument Numbers 2004-71461 and 2005-31694 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

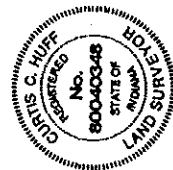
SONOMA-SECTION FIVE SECONDARY PLAT DISC-4

REGISTERED LAND SURVEYORS CERTIFICATE:

I, Curtis C. Huff, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana:

That all the monuments shown thereon actually exist or bond has been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

Witness my signature this 12th day of October, 2010.



Curtis C. Huff
Curtis C. Huff
Registered Land Surveyor
No. 80040248

COMMISSION CERTIFICATE

Under authority provided by IC 36-7, enacted by the General Assembly of the State of Indiana, and all Acts amendatory thereto, and an ordinance adopted by the Town Council of the City of Westfield as follows:

Approval delegated to the Community Development Department of the City of Westfield, Indiana by the Westfield Washington Advisory Plan Commission on the 15th day of October, 2010.

Approved by the Westfield Community Development Department on the 15th day of October, 2010.

Matthew S. Stelton
Matthew S. Stelton, Director

DEED OF DEDICATION:

We, the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Maple Village (A.K.A. Sonoma) Section Five in Hamilton County, Indiana. All rights-of-way shown and not heretofore dedicated, are hereby dedicated to the public.

All lots in this plat are subject to the declaration of covenants, conditions and restrictions of Sonoma recorded as Instrument No. 2005-80401 and any amendments thereto.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground 15 and 20 feet in width as shown on this plat and marked "easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their title subject to the rights of the public utilities.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until December 13, 2025, at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of an structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

In Testimony whereof, witnesses the signatures of Owner and Declarant this 13th day of October, 2010.

Owner:
Platinum Properties, LLC
9757 Westpoint Drive, Suite 600
Indianapolis, Indiana 46256
Phone: (317) 818-2900

Paul R. Huff
Paul R. Huff, President

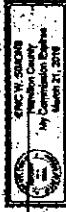
State of Indiana
County of Hamilton, ss

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul R. Huff, he acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 13th day of October, 2010.

Paul R. Huff
Notary Public

County of Residence



Printed Name _____
My Commission Expires _____

I affirm, under the penalties for perjury, that I have taken reasonable care to reduce each social security number in this document, unless required by law.

Curtis C. Huff

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
23 day of March, 2011
Dawn Coverdale Auditor of Hamilton County
Parcel # _____

2011015157 RIGHT WAY \$20.00
03/23/2011 02:15:57P 5 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented


DEDICATION OF PUBLIC RIGHT-OF-WAY

Platinum Properties, LLC, an Indiana limited liability company (the "Grantor"), being the fee simple owner of all real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Westfield, Hamilton County, Indiana (the "Grantee"), on behalf of and for the public, for use as a right-of-way for public road purposes, the following described real estate situated in Hamilton County, Indiana, more particularly described on Exhibit A attached hereto and made a part hereof.

This dedication is made subject to all existing easements and rights-of-way.

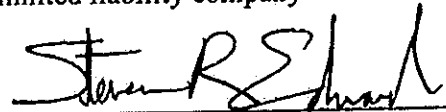
This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right-of-way, and guarantees the quiet possession thereof, and that Grantor will warrant and defend the Grantee's title to the right-of-way hereby granted against all claims.

IN WITNESS WHEREOF, Grantor has executed this Dedication of Public Right-Of-Way as of this 15th day of March, 2011.

GRANTOR:

Platinum Properties, LLC, an Indiana
limited liability company

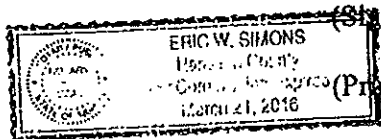


Steven R. Edwards
Vice President – Chief Financial Officer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Steven R. Edwards, the Vice President – Chief Financial Officer of Platinum Properties, LLC, an Indiana limited liability company, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement for and on behalf of the said limited liability company.

Witness my hand and Notarial Seal this 15th day of March, 2011.



(Signature)

Eric W. Simons

(Printed Name)

Notary Public residing in: _____ County
My Commission Expires: _____

ACCEPTANCE

WHEREAS, Platinum Properties, LLC has this day filed with Grantee its dedication of certain real estate as hereinabove set forth (the "Dedication"); and

WHEREAS, Grantee finds that the Dedication is desirable and necessary.

NOW THEREFORE, the Director of Public Works of Grantee under and by virtue of the power conferred by the City Council of Grantee (Ordinance 07-02) for and on behalf of Grantee, accepts said Dedication this 23rd day of March, 2011, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

GRANTEE:

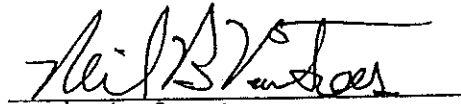
City of Westfield, Hamilton County, Indiana



Kurt J. Wanninger

Director of Public Works

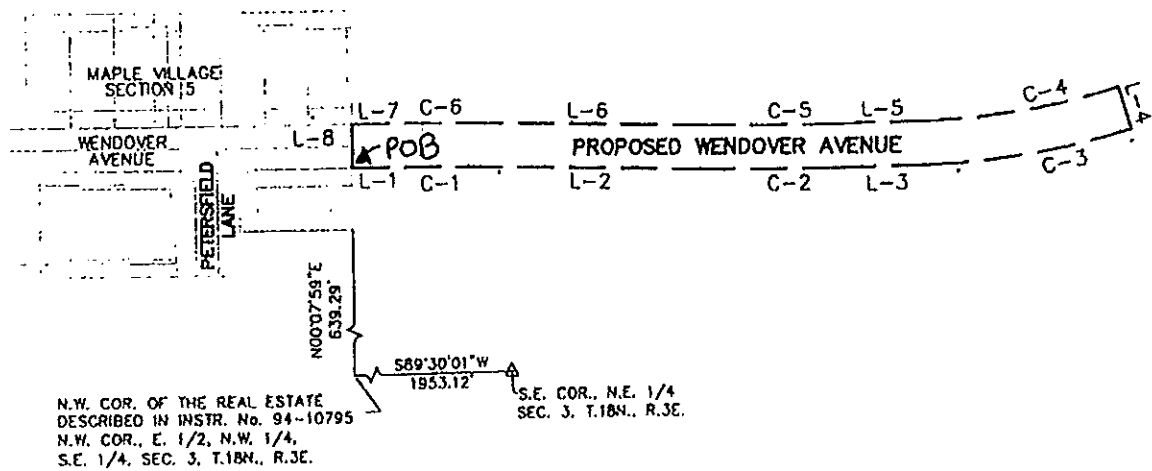
ATTEST:


Neil B. Van Trees
Engineer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Steven R. Edwards.

This instrument prepared by Steven R. Edwards, Platinum Properties, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

EXHIBIT "A" RIGHT OF WAY DEDICATION EXHIBIT PREPARED FOR: PLATINUM PROPERTIES



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C-1	4975.00'	127.26'	83.83'	127.26'	S89°08'09"E	1°27'58"
C-2	5025.00'	163.98'	82.00'	163.97'	S89°20'17"E	1°52'11"
C-3	825.00'	231.78'	118.85'	231.00'	N81°40'46"E	16°03'43"
C-4	775.00'	217.72'	109.38'	217.01'	N45°07'52"E	16°09'46"
C-5	4975.00'	182.35'	81.18'	182.34'	N89°20'17"W	1°52'11"

EXHIBIT "A"

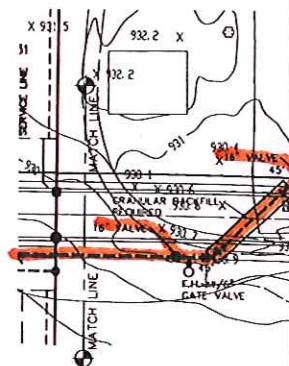
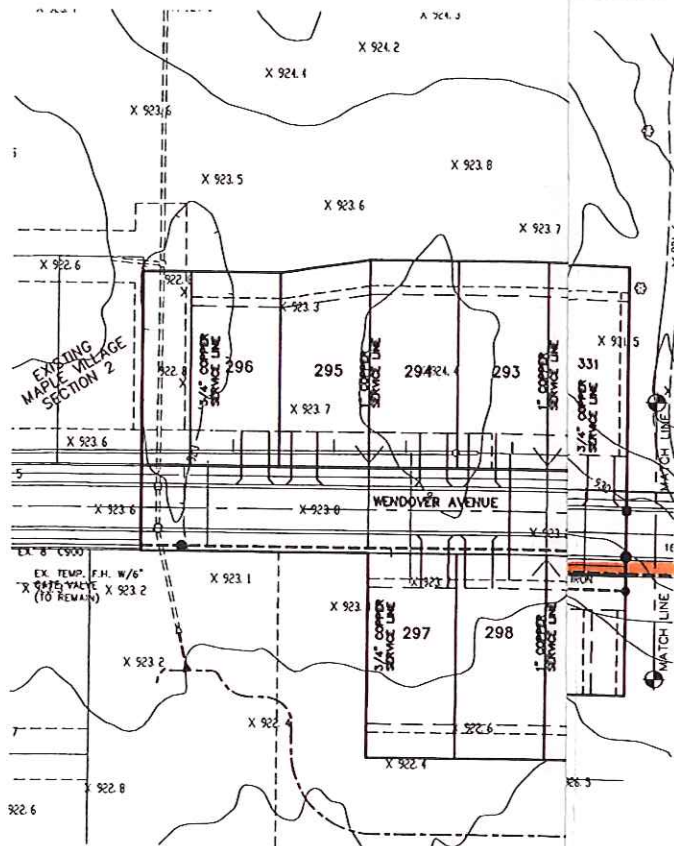
RIGHT OF WAY DEDICATION EXHIBIT

PREPARED FOR: PLATINUM PROPERTIES

OFFSITE RIGHT-OF-WAY DEDICATION
WENDOVER AVENUE

A part of the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section; thence South 89 degrees 30 minutes 01 seconds West along the South line of said Quarter Section a distance of 1,953.12 feet to the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 3, said corner also being the Northwest corner of the real estate described in Instrument Number 94-10795 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 07 minutes 59 seconds East 639.29 feet to the POINT OF BEGINNING of this description; thence South 89 degrees 52 minutes 08 seconds East 18.09 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 07 minutes 52 seconds West 4,975.00 feet from said point; thence easterly along said curve 127.26 feet to the point of tangency of said curve, said point being North 01 degrees 35 minutes 48 seconds East 4,975.00 feet from the radius point of said curve; thence South 88 degrees 24 minutes 11 seconds East 256.03 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 01 degrees 35 minutes 49 seconds East 5,025.00 feet from said point; thence easterly along said curve 163.98 feet to the point of tangency of said curve, said point being South 00 degrees 16 minutes 22 seconds East 5,025.00 feet from the radius point of said curve; thence North 89 degrees 43 minutes 38 seconds East 97.98 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 16 minutes 22 seconds West 825.00 feet from said point; thence easterly along said curve 231.76 feet to a point on the Southern Right-of-Way of Wendover Avenue, recorded as Instrument No. xxxxxxxxxxxxxxxx, in the Office of the Recorder of Hamilton County, Indiana, said point also being the point of tangency of said curve, said point being South 16 degrees 22 minutes 05 seconds East 825.00 feet from the radius point of said curve; thence North 16 degrees 22 minutes 05 seconds West 50.00 feet to a point on the Northern Right-of-Way of said Wendover Avenue, said



LEGEND	
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	EXISTING HYDRANT
	PROPOSED HYDRANT
	BUTTERFLY VALVE
	VALVE
	PLUG
	REDUCER
	T.I. TILE
	M.A. SLEEVE
	ROAD
	FLEXER BLOCK
	CASING PIPE
	GAS LINES
	TELEPHONE LINES
	ELECTRIC LINES

"HOLEY MOLEY"
SAYS:



1-800-382-5544
CALL TOLL FREE
1-800-428-5200
FOR CALLS OUTSIDE OF INDIANA

CAUTION

LOCATION OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (INCLUDING BUT NOT LIMITED TO, SURVEY, PHOTO, VIDEO, & MAPS) MADE UPON THE GROUND BY OTHERS AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHOULD BE DETERMINED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

WATER PLAN

MAPLE VILLAGE (SONOMA)

SECTION 5

WESTFIELD, WASHINGTON TOWNSHIP
HAMILTON COUNTY, INDIANA

DRAWN BY: CRM

CHECKED BY: BKR

C700

50690PLA-S5

DATE: 8/30/2010

REVISIONS:

NO.	DATE	BY	REVISIONS
1	8/30/2010	KRC	ADDED TEMP. FIRE HYDRANT
2	8/30/2010	KRC	REVISED OFFSITE WATER
3	8/30/2010	COK	ADD 7 LOTS PER CLIENT'S REQUEST
4	8/30/2010	BKR	REVISED PER AGENT COMMENTS
5	8/30/2010	KRC	REVISED NOTES
6	8/30/2010	KRC	REVISED WATER PER MARKUPS

THE DRAWING IS NOT INTENDED TO BE
REPRESENTED AS A RETRACED OR
ORIGINAL BOUNDARY SURVEY, A ROUTE
SURVEY, OR A SURVEY FOR LOCATION
REPORT.

CERTIFIED: 4/1/09

STOEPPELWERTH & ASSOCIATES, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

7965 East 106th Street, Fishers, IN 46038-2505

Phone: (317) 849-5935 Fax: (317) 849-5942

Toll Free: (800) 728-6917

Maple Village (AKA Sonoma) Section 5

Water Main Oversizing Estimate

Based on actual contract and bid proposal (see attached)

Water Main Installed Per Contract Plan			
	Quantity	Unit Cost	Total Cost
8" Main (LF)	1361	\$ 18.00	\$ 24,498.00
8" Gate Valve (EA)	6	\$ 750.00	\$ 4,500.00
16" Main (LF)	820	\$ 54.00	\$ 44,280.00
16" Gate Valve (EA)	2	\$ 3,000.00	\$ 6,000.00
Fire Hydrants (EA)	8	\$ 2,800.00	\$ 22,400.00
Granular Backfill (TON)	260	\$ 10.00	\$ 2,600.00
		#1 TOTAL	\$ 100,278.00

Water Main Estimated Without Oversizing			
	Quantity	Unit Cost	Total Cost
8" Main (LF)	2181	\$ 18.00	\$ 39,258.00
8" Gate Valve (EA)	8	\$ 750.00	\$ 6,000.00
Fire Hydrants (EA)	8	\$ 2,800.00	\$ 22,400.00
Granular Backfill (TON)	260	\$ 10.00	\$ 2,600.00
		#2 TOTAL	\$ 69,258.00

Calculated Oversizing Reimbursement		\$ 31,020.00	
(#1 minus #2)			

AIA Document A107
Abbreviated Form of Agreement
Between Owner and Contractor
For CONSTRUCTION PROJECTS OF LIMITED SCOPE where
the Basis of Payment is a STIPULATED SUM

1987 EDITION

***THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.***

This document includes abbreviated General Conditions and should not be used with other general conditions.
It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 1st day of July in the year of 2010.

BETWEEN the Owner: Platinum Properties, LLC.
(Name and Address) 9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256

and the Contractor: Earth Resources
(Name and Address) 7210 South State Road 267
Lebanon, IN 46052

The Project is: Maple Village (aka Sonoma) Section 5
(Name and Location) 1/2 mile west of Springmill Rd on 169th St
Westfield, IN

The Engineer is: Stoeppelwerth & Associates, Inc.
(Name and Address) 7965 E. 106th Street
Fishers, IN 46038

The Owner and Contractor agree as set forth below.

Copyright 1936, 1951, 1958, 1961, 1963, 1966, 1974, 1978, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W. Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE WORK OF THIS CONTRACT

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Provide all labor, materials, equipment and supervision to perform all earthwork and site utility construction as described on the plans prepared by Stoepelwerth & Associates, Inc. and with specifications in accordance with Bid Package(s) 201, and 202.

ARTICLE 2
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date of commencement will be July 6, 2010. However, this date may be subject to adjustment by the Owner.

2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

October 1, 2010

, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three Hundred Ninety-One Thousand Ninety And 54/100 Dollars, (\$391,090.54) subject to additions and deductions as provided in the Contract Documents.

3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

3.3 Unit prices, if any, are as follows:

See attached Application for Payment.

ARTICLE 4 PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

All references to "Architect" under Article 4 & 5 will be interpreted as Owner. Payment term will be 80 days. Payments will be made in four (4) installments. The first Application for Payment will be made for all jobsite materials and may be submitted by Contractor upon execution of contract. Subsequent Applications for Payment will be made in three (3) equal payments for labor, fuel, and bonds. No retainage will be held from each Application for Payment. Applications for Payment will be received by Owner no later than the 10th day of the month. The 80 day term will commence on the 10th day of the month following receipt of the Application for Payment. Payment will be made in accordance with the Application for Payment following inspection by the Owner, and Owner will make payment to the contractor no later than the 30th day of the month following the payment term unless the 30th falls on a non-business day. In such case, payment will be made on the next business day. The Application for Payment will only be valid with an attached Affidavit and Waiver of Lien made out to the Owner in the amount of the Application for Payment.

4.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Usury laws and requirements under the Federal Truth in lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5
FINAL PAYMENT

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed, the Contract fully performed all work has been inspected by the Owner and a final Certificate for Payment has been issued by the Architect.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

6.1.1 The Agreement is this executed Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A107, 1987 Edition.

6.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
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6.1.3. The Specifications are those contained in the Project Manual dated as in Subparagraph 6.1.2, and are as follows:

Section	Title	Pages
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6.1.4 The Drawings are as follows, and are dated below:

4/1/09

unless a different date is shown

Number	Title	Latest Revision Date
Cover Sheet	Maple Village Section 5 (a.k.a. Sonoma)	
C100	Topographical Survey	
C200	Site Development Plan	3/16/10
C201	Site Development Plan	6/4/09
C202	Site Development Plan	3/16/10
C300	Initial Sediment Control Measures	
C301	Temporary Storm Water Pollution Prevention Plan	3/16/10
C302	Temporary Storm Water Pollution Prevention Plan	5/5/09
C303	Temporary Storm Water Pollution Prevention Plan	3/16/10
C304	Permanent Storm Water Pollution Prevention Plan	3/16/10
C305	Permanent Storm Water Pollution Prevention Plan	5/5/09
C306	Permanent Storm Water Pollution Prevention Plan	3/16/10
C307	Storm Water Pollution and Prevention Details	5/27/09
C400-C402	Street Plan and Profiles	3/16/10
C403	Intersection Details	3/16/10
C404	Traffic Control Plan	3/16/10
C500	Sanitary Plan and Profiles	3/16/10
C501	Utility Plan	3/16/10
C600-C602	Storm Plan & Profiles	3/16/10
C700	Water Plan	3/16/10
C701	Water Details	6/8/09
C800-C801	Construction Details	
C802	Construction Details	6/8/09
C803-C805	Construction Specifications	

6.1.5 The Addenda, if any, are as follows:

Number	Title	Pages
--------	-------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 6.

6.1.6 Other documents, if any, forming part of the Contract Documents are as follows:

1. Application for Payment.
2. Bid Package # 201, entitled Earthwork.
3. Bid Package # 202, entitled Site Utilities.
4. Indiana Sales Tax Exemption Certificate.

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all, performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

7.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

7.4 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 8 OWNER

8.1 The Owner shall furnish surveys and a legal description of the site.

8.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

8.3 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 9 CONTRACTOR

9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

9.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment,

tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.4 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.5 Unless otherwise provided for in the Contract Documents the improvements will be dedicated for public use following completion, therefore being tax exempt, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

9.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith.

9.7 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

9.8 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

9.9 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment machinery and surplus materials.

9.10 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

9.11 The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.

9.12 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 9.12.

9.12.1 In claims against any person or entity indemnified under this Paragraph 9.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.12.2 The obligations of the Contractor under this Paragraph 9.12 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 10

ADMINISTRATION OF THE CONTRACT

10.1 The Architect will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 18.1.

10.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

10.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraphs 9.1 and 16.1. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

10.5 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. All other decisions of the Architect, except those which have been waived by making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

10.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

10.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

10.8 All claims or disputes between the Contractor and the Owner arising out of or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Architect as required under Paragraph 10.5. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these including those portions related to Insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

12.3 Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefore.

ARTICLE 13 CHANGES IN THE WORK

13.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

13.2 The Contract Sum and Contract Time shall be changed only by Change Order.

13.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 14 TIME

14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

14.2 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 15.3.

14.3 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal or adverse weather conditions not reasonably anticipatory, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15 PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Articles 4 and 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor materials or equipment (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, the Architect will issue a Certificate of Substantial Completion.

15.4 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payment shall constitute a waiver of claims by the Owner except those arising from: 1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled; 2. failure of the Work to comply with the requirements of the Contract Documents; or 3. terms of special warranties required by the Contract Documents. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: 1. employees on the Work and other persons who may be affected thereby; 2. the Work and materials and equipment to be incorporated therein; and 3. other property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 9.12.

16.2 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

ARTICLE 17 INSURANCE

17.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or any one directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.12. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

17.3 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

17.4 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

17.5 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

17.6 The Owner and Contractor waive all rights against each other and the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 17 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. The Owner shall require similar waivers in favor of the Owner and Contractor by the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them.

ARTICLE 18 CORRECTION OF WORK

18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the Contract or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

18.2 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 18.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's Obligations other than specifically to correct the Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

19.1 The Contract shall be governed by the law of the place where the Project is located.

19.2 As between the Owner and the Contractor any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued: 1. not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion; 2. not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and 3. not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 20

TERMINATION OF THE CONTRACT

20.1 If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof including compensation for the Architect's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

1. Paragraph 17.1 Insurance is amended to include the following:

Contractor agrees to purchase and maintain at its own cost and expense at all times during the performance of the contract, the following insurance:

- Employers liability and statutory workers' compensation (or state mandated equivalent). The coverage will provide employers liability insurance with limits of not less than the following:

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each employee
Bodily injury by disease	\$500,000 policy limit

Workers' compensation insurance will provide a waiver of rights to subrogation against Owner entities.

- Commercial general liability, insuring against claims for bodily injury, property damage, death or property damage (including contractual liability arising under the indemnification contained in this document). Such general liability insurance policies shall be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence, and shall each contain an annual aggregate of not less than \$1,000,000 combined single limit of liability for bodily injury and property damage (including per project aggregate endorsement).

General liability coverage will include the following:

- Waiver of rights of subrogation against Owner entities.
- Contractor will name Owner entities as additional insureds, and additional insureds will be primary and non contributing with any insurance in the name of or for the benefit of Contractor and Owner entities with respect to claims arising for work performed by Contractor.
- Automobile liability insurance shall be in an amount not less than \$1,000,000 combined single limit of liability for bodily injury and property damage per accident.

Owner entities to be added as additional insureds.

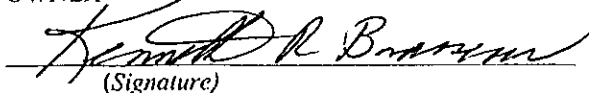
The insurance requirements as set forth above in this section are independent of Contractor's waiver, indemnification and other obligations under this contract and will not be construed or interpreted in any way to restrict, limit or modify Contractor's waiver, indemnification and other obligations, or in any way limit Contractor's liability under the contract.

2. Schedule of Values:

Contained on the attached Application for Payment.

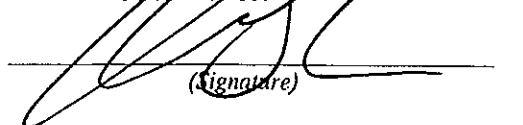
This Agreement entered into as of the day and year first written above

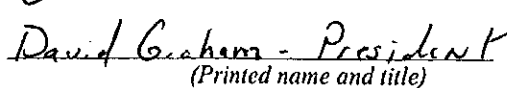
OWNER


(Signature)


(Printed name and title)

CONTRACTOR


(Signature)


(Printed name and title)

APPLICATION FOR PAYMENT

PROJECT NAME Sonoma 3
OWNER Platinum Properties, LLC
CONTACT Tim Berry
ADDRESS 9757 Westport Drive, Suite 400
 Indianapolis, IN 46256
 Phone (317) 818-2000, 240-0381(M)

CONTRACTOR Earth Resources
CONTACT Dave Graham
ADDRESS 7210 S. State Road 267
 Lebanon, IN 46032
 Phone (317) 765-4800(F), (317) 765-4877(F)

INVOICE NO
APPLICATION DATE
RETAINAGE

APPROVED BY
DATE

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Project Code	Phone	Unit	Work Description	Contract Price	Scheduled Value	Percent Completed	Materials Stored	Total Completed And Billed To Date	Percent Complete	Retainage This Period	Retainage This Month	Net Pay This Month	Net Pay This Month
			Sonoma 5										
son5		4c	Earthwork - Section 4 Stripping Topsoil		\$2,536.30							\$2,536.30	
son5		4e	Mass Excavation & Mounding		\$17,600.00							\$17,600.00	
son5		4g	Site & Finish Grading		\$7,006.34							\$7,006.34	
son4		4c	Earthwork - Section 5 Stripping Topsoil		\$4,656.80							\$4,656.80	
son4		4d	Prelim Erosion Control		\$4,000.00							\$4,000.00	
son4		4e	Mass Excavation & Mounding		\$10,888.00							\$10,888.00	
son4		4g	Site & Finish Grading		\$12,058.90							\$12,058.90	
MPKL&M		4c	Earthwork - Section 5 - Offsite Stripping Topsoil		\$2,082.60							\$2,082.60	
MPKL&M		4d	Prelim Erosion Control		\$2,000.00							\$2,000.00	
MPKL&M		4e	Mass Excavation & Mounding		\$1,630.40							\$1,630.40	
MPKL&M		4g	Site & Finish Grading		\$3,818.40							\$3,818.40	
son5		5b	Site Utilities - Section 5 Sanitary Sewer Mains		\$37,527.50							\$37,527.50	
son5		5c	Sanitary Sewer Laterals		\$27,303.00							\$27,303.00	
son5		15b	Sanitary Sewer Maint. Bond		\$850.00							\$850.00	
son5		6a	Storm Sewers		\$85,067.00							\$85,067.00	
son5		6b	Subsurface Drains		\$13,536.25							\$13,536.25	
son5		7b	Water Mains		\$61,878.00							\$61,878.00	
son5		7e	Water Service Laterals		\$19,635.00							\$19,635.00	
son5		15b	Water Mains Maint. Bond		\$1,100.00							\$1,100.00	
MPKL&M		6a	Site Utilities - Section 5 Storm Sewers		\$15,526.00							\$15,526.00	
MPKL&M		6b	Subsurface Drains		\$7,790.25							\$7,790.25	
MPKL&M		7b	Water Mains		\$42,400.00							\$42,400.00	
MPKL&M		15b	Water Mains Maint. Bond		\$200.00							\$200.00	
			TOTAL		\$391,090.54							\$391,090.54	

MAPLE VILLAGE (AKA SONOMA) SECTION 5

BID PACKAGE #201

EARTHWORK

I. General Specifications for this Bid Package include:

- A. Contractor shall furnish all labor, materials, equipment and/or services required to provide and complete the following:
1. General Specification and Erosion Control notes contained on the plans shall be considered as a part of this Bid Package.
 2. Erect and maintain all signs, barricades, signals, or watchmen necessary to this bid package as specified on the plans and/or by the Developer/Owner to safeguard the public from work operations. This includes maintaining existing signage and/or barricades at the end of existing roadways that connect with this work. If existing signage needs to be removed to perform work in accordance with this bid package or there is no existing signage, contractor shall provide and maintain temporary barricades to notify the public of the location of the end of the existing roadway until new roadway is paved.
 3. Demolition and removal of any existing pavement and structures within any part of the construction limits. Disposal of all materials shall be done in accordance with all EPA, State and Local regulations. No materials will be burned on site, without proper permits as required by local authorities. No materials will be buried on site without prior approval of the Developer/Owner in writing. All excavations and holes resulting from demolition will be backfilled and compacted as necessary.
 4. Clear and grub the site removing all trees, vegetation, trash and other unsuitable materials, both living and dead in all areas within the construction limits. Disposal of all materials shall be done in accordance with all EPA, State and Local regulations. No materials will be burned on site, without proper permits as required by local authorities. No materials will be buried on site without prior approval of the Developer/Owner in writing.
 5. All areas to remain undisturbed shall be identified by the Developer/Owner and/or Engineer. This Contractor shall protect those areas and their contents from damage resulting from said Contractor's operations.
 6. Installation of temporary storm water pollution prevention and sediment control measures including, but not limited to, diversion ditches, sedimentation control fences (silt fence), straw bales, construction access drive, construction fueling and maintenance area, portable toilet facility, and concrete washout area as specified on the plans. The use of a double wall fuel tank will only be required to be placed on-site if fueling of equipment will not be completed directly from a road ready truck mounted fuel tank. Also contractor shall be responsible to maintain and remove all trash generated from their work and the contractor shall provide a dumpster if necessary to do so. No debris shall be buried on site without approval by the Developer/Owner.
 7. In addition to the installation of the construction access drive, construction fueling and maintenance area, portable toilet facility, and concrete washout area as described in item 6 above, this contractor shall maintain these areas during construction of all items described on the plans and shall be responsible to remove these items prior to final grading and seeding. This provision is not inclusive of any building construction.

Firm Name: _____

8. Stripping and stockpiling of topsoil. All roadways and building areas to be stripped of all topsoil down to its full depth. The Developer/Owner makes no representation as to the amount of topsoil. All clean topsoil shall be utilized as directed by the Project Manager. For bidding purposes topsoil will be utilized in the following order; to distribute a 6" to 8" layer on lake banks and in retention areas, sufficiently stockpiled as fill around entry walls in a location near but out of the way of entry walls (prior to entry wall construction, earthwork contractor to rip soil around entry wall location for aeration), to construct mounding and common areas that require fill shown on plans. If additional topsoil exists it will be redistributed in front and rear yards and in other areas that will not require structural fill placement. However, any excess material after redistribution shall not be removed from the site without prior approval by Developer/Owner.
9. All rough grading, machine cut and fill, compaction, and finish grading to be within plus or minus one tenth (0.1') of a foot except in swales where a tolerance of only 0.1' above plan grade will be accepted. Finish grading will include preparation of subgrade for all paved surfaces including sidewalks, asphalt paths and roadways.
10. Contractor shall be responsible to perform any regrading of streets following lime stabilization operations to assure that the grade is within .10' per construction plans. There will be no Change Orders' issued for regrading after liming, Contractor to include in bid price.
11. The Developer/Owner makes no representation as to the amount of cut and fill. It is the responsibility of the Contractor to accomplish design grades and to balance the site.
12. Providing necessary equipment and labor to facilitate the work required by this Bid Package, with the understanding that at times work may have to be performed during adverse weather conditions in order to maintain the Developer's/Owner's proposed construction schedule. This includes, but is not limited to construction of temporary construction roads from materials on site, moving and/or disposing of unsuitable soils generated from poor weather conditions to allow access to the project. The scope of work shall exclude furnishing of stone, gravel and other materials obtained from offsite that is determined to facilitate the work.
13. Construction and sculpturing of mounding, backfilling of sidewalks, asphalt paths, entry walls, and retaining walls as directed by the Developer/Owner.
14. Grading areas as needed to facilitate installation of all utilities (i.e. storm and sanitary sewers, water mains, gas lines, electric, phone, catv, etc.). Regrading of areas after utilities have been installed to fill in settlement over utility trenches and to redistribute excess spoil material. Finished grade following utility installation will be 2" to 3" below the back of curb grade on all lots as an added erosion control measure. The grade behind the curb in common areas will be flush.
15. Contractor will also be required to coordinate with Developer/Owner's or any Government Agency's field inspector(s) or inspection service engineer to comply with compaction testing requirements.

B. Special Provisions:

1. Earthwork for a portion of future section 4 will be included in this bid package. Some of the dirt for this section will come from the pond adjacent to lots 269 & 282 and will not be included in this bid package. The remainder of the dirt to make section 4 balance will come from pond #3 and will be included in this bid package. For bidding purposes, assume topsoil will be stripped from lots 234-243, 283-289, & 312-

Firm Name: _____

317 and 8,000 cys of dirt will be used to construct pads starting on lots 283-289, then 312-317, with the remainder to construct pads on lots 234-243.

2. Lots 283-289 shall be finish graded from the front of the pad back to the center of the swale. Fine grading and seeding by others.
 3. All earthwork not associated with Future Section 4 or Section 5 shall be considered Section 5 – Offsite.
 4. Separate accounting breakdown sheets have been provided for earthwork related to Section 5, Future Section 4, and Section 5 - Offsite.
 5. Clearing of existing trees will not be included in this bid package.
- C. BID PROPOSAL MUST INCLUDE ALL APPLICABLE TAXES (sales tax, consumer tax, use tax and other similar taxes.) Developer/Owner will provide exemption certificate as necessary for those items that will be dedicated for public use.
- II. All work will be awarded by contract based on AIA Document A107 (1987 edition) unless otherwise stipulated by the Developer/Owner. Requests for payment must be received by the 10th of each month for the prior months work and payment will be made by the Developer/Owner on or prior to the 30th of the month. 10% retainage will be held on all contract line items until that particular line item of work has been completed. Retainage will be released following inspection and acceptance of the work by the Developer/Owner and/or governing agency. In addition, an Affidavit and Waiver of Lien made out to the owner in the amount of the Application for Payment must be included with all payment requests for the Application for Payment to be valid and submitted for bank draw.
- III. If contractor is awarded the contract for this bid package, contractor will include the owner as an additional insured on a policy with the following minimum coverage:
- \$1,000,000.00 of General Liability Coverage.
 - \$1,000,000.00 of Auto Liability Coverage.
 - Workman's Compensation equal to the Indiana Statutory amount.
- IV. Items excluded:
- A. Site utilities.
 - B. Excavation for site utilities.
 - C. Field layout and construction staking.
 - D. Fine grading of topsoil.
 - E. Hydroseeding for erosion control.

Firm Name: _____

MAPLE VILLAGE (AKA SONOMA) SECTION 5

BID PACKAGE #202

SITE UTILITIES

I. General Specifications for this Bid Package include:

A. Contractor shall furnish all labor, materials, equipment and/or services required to provide and complete the following:

1. General Specification notes and water distribution system notes contained on the plans shall be considered as a part of this Bid Package.

2. Sanitary Sewer System:

- a. All sanitary sewer mains, laterals, and all other related appurtenances as may be necessary to construct the sanitary sewer system. Sanitary sewers to be tied into existing structures and/or mains as indicated on the Construction Plans.
- b. All sanitary laterals to be placed in the utility easement, and shall terminate at a point 5' from the building set back line for each lot. Depth of laterals shall be 5' to 6' deep at termination point. All laterals will be installed with the termination point falling in the center of the lot unless otherwise directed. The termination point will be marked with an object (i.e. 2'x4" board, pvc pipe, etc.) extending a minimum of 4' above finish pad grade and painted green.
- c. All work shall be done in accordance with the standards and specifications of the City of Westfield.
- d. Contractor will provide to the Developer/Owner field notes and information for sanitary lateral locations (prior to the release of retainage) for submission to the engineer to provide as-built records for the installation.
- e. All final structure grades are to be within plus or minus one tenth (0.1') of a foot of plan grade, and are to be established utilizing 1 – 4" riser ring, no more no less, on each structure.
- f. A maintenance bond will be provided to the City of Westfield in accordance with their requirements following completion and acceptance of the installation.

3. Storm Sewer System:

- a. All storm piping, structures, manholes, concrete flumes and any and all other appurtenances as may be necessary to construct the storm system. The system shall be connected with existing systems as indicated on the Construction Plans.
- b. Sub-surface under drain system as shown on plans.
- c. Concurrent with curb inlet structure installation, sub-surface underdrains to be connected to structures, backfilled with #8 stone, and stubbed out above grade to provide drainage for subgrade until entire sub-surface drainage system is installed.
- d. Extend any existing culverts under any existing roadways that are to be widened to a point beyond the proposed edge of pavement.
- e. Installation and maintenance of temporary sediment control measures, including, but not limited to, inlet protection structures, sedimentation control fences (silt fence), and straw bales as specified on the plans to protect all storm sewer structures during site utility construction until final seeding is

Firm Name: _____

completed. During completion of final seeding temporary erosion control structures will be repaired and/or replaced by the Erosion Control contractor (under separate contract).

- f. All work shall be done in accordance with the standards and specifications of the Hamilton County Surveyor's Office.
- g. All final structure grades are to be within plus or minus one tenth (0.1") of a foot of plan grade with the exception of swale beehives. Swale beehives must fall within 0 to minus 0.2' of plan grade. All manhole structures are to be constructed to meet these requirements utilizing 1 – 4" riser ring, no more no less, on each structure

4. Water Main System:

- a. All water mains, valves, hydrants, blocking, bedding and all other related appurtenances as may be necessary to construct the water main system. Water main to be connected into existing mains as indicated on the Construction Plans.
 - b. All water mains to be placed in the right-of-way or easements in accordance with the Construction Plans. Bedding and compacted granular material will be used as required.
 - c. All work shall be done in accordance with the standards and specifications of the City of Westfield.
 - d. Contractor will provide field notes, field as-builts, material lists and other pertinent information to the Developer/Owner (prior to release of retainage) for submission to the water company to serve as as-built records for the installation.
 - e. A maintenance bond will be provided to the City of Westfield in accordance with their requirements following completion and acceptance of the installation.
5. Contractor will make all arrangements for inspections specific to this bid package during and following completion of construction, and perform all required testing for same. Final retainage will not be paid until performance bonds are released and maintenance bonds are accepted.
6. All areas where utilities specific to this bid package cross or are within 5 feet of pavement or walk areas shall be backfilled with compacted granular fill as shown on the Construction Plans. In addition, where utilities cross streets with cover from the top of the pipe to the street subgrade of 2.5' or less the crossing shall be backfilled with compacted #8 stone and capped with a 6" of compacted #53 stone.
7. Sheet piling, cribbing, dewatering, trench box boring, and all other work which may be reasonably implied as necessary for installation of site utilities.
8. Erect and maintain all signs, barricades, signals, or watchmen necessary to this bid package as specified on the plans and/or by the Developer/Owner to safeguard the public from work operations. This includes maintaining existing signage and/or barricades at the end of existing roadways that connect with this work. If existing signage needs to be removed to perform work in accordance with this bid package or there is no existing signage, contractor shall provide and maintain temporary barricades to notify the public of the location of the end of the existing roadway until new roadway is paved.
9. Perform all rough grading over utility trenches to restore areas to proper grade.
10. Provide and/or install 2", 4" and/or 6" PVC schedule 40 conduits for street crossings as required for electrical, telephone, CATV, gas company. Also, provide and install 4" PVC schedule 40 utility conduit for Developer/Owner as requested. Unit price given for trenching and installation should include

Firm Name: _____

everything required for the complete installation and backfill of road crossings with the exception of the pipe material with the price based on the lineal foot of trench.

11. Stamp curbs during the curb installation with the location of sanitary sewer laterals, sub-surface drains, conduit crossings and other items as requested by the Developer/Owner, specific governing agencies, and/or as specified in the Construction Plans.

B. Special Provisions:

1. SSD stubs at north end of Retford Drive shall be used as drainage for temporary swale. SSD shall be stubbed up and surrounded by #8 stone for sediment filter.
2. All utilities to the west of and including structures 733 & 734 will be considered Section 5. All utilities to the east of structures 733 & 734 will be considered Section 5 - Offsite.
3. Separate accounting breakdown sheets have been provided for utilities related to Section 5 and Section 5 - Offsite.

- C. BID PROPOSAL MUST INCLUDE ALL APPLICABLE TAXES (sales tax, consumer tax, use tax and other similar taxes). Developer/Owner will provide exemption certificate as necessary for those items that will be dedicated for public use.

- II. All work will be awarded by contract based on AIA Document A107 (1987 edition) unless otherwise stipulated by the Developer/Owner. Requests for payment must be received by the 10th of each month for the prior months work and payment will be made by the Developer/Owner on or prior to the 30th of the month. 10% retainage will be held on all contract line items until that particular line item of work has been completed. Retainage will be released following inspection and acceptance of the work by the Developer/Owner and/or governing agency. In addition, an Affidavit and Waiver of Lien made out to the owner in the amount of the Application for Payment must be included with all payment requests for the Application for Payment to be valid and submitted for bank draw.

- III. If contractor is awarded the contract for this bid package, contractor will include the owner as an additional insured on a policy with the following minimum coverage:
- \$1,000,000.00 of General Liability Coverage.
 - \$1,000,000.00 of Auto Liability Coverage.
 - Workman's Compensation equal to the Indiana Statutory amount.

IV. Items excluded:

- A. Building foundation subdrainage.
- B. Site excavation.
- C. Electric, phone, gas, calv trenching.

Firm Name: _____

Form ST-105 SF# 4965 (Rev 1/00)

Indiana Department of Revenue General Sales Tax Exemption Certificate

This form is not to be used as an Agricultural or Utility Exemption Certificate. Company Exemption Certificates are not valid for personal purchases.

Name Platinum Properties, LLC TID# 007000430 001 4
Address 9757 Westpoint Drive, Suite 600 Date 7/1/10
City Indianapolis Zip Code 46256

- ☐ Blanket ☐ Single Purchase Description of Articles _____
☐ Sale to Retailer, Wholesaler or Manufacturer for Resale Only
☐ Sale to Manufacturing Machinery, Tools and Equipment to be Used Directly in Direct Production
☐ Sales to Not-for-Profit Organizations, Claiming Exempt Purchases Pursuant to Sales Tax Information Bulletin #10

Note: Many purchases by not-for-profit organizations are subject to Sales Tax; therefore, purchasers are cautioned to read Sales Tax Information Bulletin #10 before signing this certificate.

- ☐ Sales to Governmental Units
☒ Other (Explain) Utilities to be publicly maintained after completion

I hereby certify under the penalties of perjury, that the property that is to be purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act.

Signature Steve R. Schuch Title CHIEF FINANCIAL OFFICER

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: Earth Resources

OFFICIAL ADDRESS: 7210 S SR 267

Lebanon, IN 46052

TELEPHONE NUMBER: 317/ 769-4966 FAX: 317/ 769-4977

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package

DOLLARS (\$ 256,896.75)

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5 - REVISED 6/11/2010

5b	San. Sewer-Mains*	\$ 37,527.50
5c	San. Sewer-Laterals*	\$ 27,303.00
15b	San. Sewer Maint. Bond	\$ 850.00
6a	Storm Sewers*	\$ 95,067.00
6b	Subsurface Drains*	\$ 13,536.25
7b	Water Mains*	\$ 61,878.00
7e	Water Service Laterals*	\$ 19,635.00
15b	Water Mains Maint Bond	\$ 1,100.00
6e	Util. Conduits (unit price)	
	Material: 2" PVC	\$ 1.65 /LF.
	Material: 4" PVC	\$ 2.75 /LF.
	Material: 6" PVC	\$ 3.80 /LF.
	Trenching & installation	\$ 5.00 /LF.

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. **Quantities are provided for information only. All bids lump sum.**

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: _____ (Authorized Signature)

Printed: Brad Rader

TITLE: Estimator

Bids should be submitted by:

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONAMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: Earth Resources

OFFICIAL ADDRESS: 7210 S SR 267

Lebanon, IN 46052

TELEPHONE NUMBER: 317/769-4966 FAX: 317/769-4977

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package

DOLLARS (\$ 66,466.25)

Accounting Breakdown:

ERROR! REFERENCE SOURCE NOT FOUND. - OFFSITE REVISED 6/11/2010

6a	Storm Sewers*	<u>\$ 15,526.00</u>
6b	Subsurface Drains*	<u>\$ 7,790.25</u>
15a	Storm Sewers Perf Bond	<u>\$ 200.00</u>
7b	Water Mains*	<u>\$ 42,400.00</u>
15a	Water Mains Perf Bond	<u>\$ 350.00</u>
15b	Water Mains Maint Bond	<u>\$ 200.00</u>

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. **Quantities are provided for information only. All bids lump sum.**

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: _____ (Authorized Signature)

Printed: Brad Rader

TITLE: Estimator

Bids should be submitted by:

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)		\$	\$
3" Gate Valve(EA)		\$	\$
3" Blow-Off(EA)		\$	\$
6" Main (LF)		\$	\$
6" Gate Valve(EA)		\$	\$
6" Blow-Off(EA)		\$	\$
8" Main (LF)	1361	\$ 18.00	\$ 24,498.00
8" Gate Valve(EA)	6	\$ 750.00	\$ 4,500.00
8" Blow-Off(EA)		\$	\$
12" Main (LF)		\$	\$
12" Gate Valve(EA)		\$	\$
12" Blow-Off(EA)		\$	\$
16" Main (LF)	220	\$ 54.00	\$ 11,880.00
16" Gate Valve(EA)	1	\$ 3,000.00	\$ 3,000.00
16" Blow-Off(EA)		\$	\$
20" Main (LF)		\$	\$
20" Gate Valve(EA)		\$	\$
20" Blow-Off(EA)		\$	\$
Fire Hydrants (EA)	6	\$ 2,800.00	\$ 16,800.00
Granular Backfill (TON)	120	\$ 10.00	\$ 1,200.00
>>			\$ 61,878.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

MAPLE VILLAGE (AKA SONOMA) SECTION 5			
(Circle Material)	Quantity *	Unit Cost	Total Cost
3/4" Copper or Poly (LF)	590	\$ 12.00	\$ 7,080.00
3/4" Tap (EA)	12	\$ 110.00	\$ 1,320.00
1" Copper or Poly (LF)	420	\$ 15.00	\$ 6,300.00
1" Tap (EA)	11	\$ 125.00	\$ 1,375.00
1 1/2" Copper or Poly (LF)		\$	\$
1 1/2" Tap (EA)		\$	\$
2" Copper or Poly (LF)		\$	\$
2" Tap (EA)		\$	\$
Granular Backfill (TON)	356	\$ 10.00	\$ 3,560.00
>>			\$ 19,635.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

MAPLE VILLAGE (AKA SONOMA) SECTION 5

	Quantity *	Unit Cost	Total Cost
3" Main (LF)		\$	\$
3" Gate Valve(EA)		\$	\$
3" Blow-Off(EA)		\$	\$
6" Main (LF)		\$	\$
6" Gate Valve(EA)		\$	\$
6" Blow-Off(EA)		\$	\$
8" Main (LF)		\$	\$
8" Gate Valve(EA)		\$	\$
8" Blow-Off(EA)		\$	\$
12" Main (LF)		\$	\$
12" Gate Valve(EA)		\$	\$
12" Blow-Off(EA)		\$	\$
16" Main (LF)	600	\$ 54.00	\$ 32,400.00
16" Gate Valve(EA)	1	\$ 3,000.00	\$ 3,000.00
16" Blow-Off(EA)		\$	\$
20" Main (LF)		\$	\$
20" Gate Valve(EA)		\$	\$
20" Blow-Off(EA)		\$	\$
Fire Hydrants (EA)	2	\$ 2,800.00	\$ 5,600.00
Granular Backfill (TON)	140	\$ 10.00	\$ 1,400.00
		>>	\$ 42,400.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: Valenti Mold Contractor/Developer Inc.

OFFICIAL ADDRESS: 4937 Fieldstone Drive
Whitestown, IN

TELEPHONE NUMBER: 317-769-6922 FAX: 317-769-3890

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package:
Two Hundred Ninety One Thousand Two Hundred Fifty Five DOLLARS (\$ 291,255.00)

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5

5b	San. Sewer-Mains*	\$	<u>57,137.00</u>	
5c	San. Sewer-Laterals*	\$	<u>34,257.00</u>	
15b	San. Sewer Maint. Bond	\$	<u>500.00</u>	
6a	Storm Sewers*	\$	<u>101,284.00</u>	
6b	Subsurface Drains*	\$	<u>15,950.00</u>	
7b	Water Mains*	\$	<u>77,925.00</u>	
7e	Water Service Laterals*	\$	<u>15,559.00</u>	
15b	Water Mains Maint Bond	\$	<u>700.00</u>	
6e	Utl. Conduits (unit price)			
	Material: 2" PVC	\$	<u>1.25</u>	/LF.
	Material: 4" PVC	\$	<u>2.00</u>	/LF.
	Material: 6" PVC	\$	<u>3.00</u>	/LF.
	Trenching & Installation	\$	<u>7.00</u>	/LF.

- The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. Quantities are provided for information only. All bids lump sum.

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: Craig Brocker (Authorized Signature)
Printed: Craig Brocker

TITLE: Estimator

Bids should be submitted by: 2:00 PM on FRIDAY, APRIL 2, 2010.

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: Valenti Held Contractor/Developer Inc.

OFFICIAL ADDRESS: 4937 Fieldstone Drive
Whitestown, IN 46075

TELEPHONE NUMBER: 317-769-6922 FAX: 317-769-3890

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package

Sixty Seven Thousand Five Hundred Forty Three DOLLARS (\$ 67,543.00)

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5 - OFFSITE

6a	Storm Sewers*	\$ <u>9,397.00</u>
6b	Subsurface Drains*	\$ <u>9,350.00</u>
15a	Storm Sewers Perf Bond	\$ <u>N/A</u>
7b	Water Mains*	\$ <u>48,546.00</u>
15a	Water Mains Perf Bond	\$ <u>N/A</u>
15b	Water Mains Maint Bond	\$ <u>350.00</u>

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. Quantities are provided for information only. All bids lump sum.

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: Craig Brocker (Authorized Signature)

Printed: Craig Brocker

TITLE: Estimator

Bids should be submitted by: **2:00 PM on FRIDAY, APRIL 2, 2010.**

And should be submitted To: **Platinum Properties, LLC.**
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE
MAPLE VILLAGE (AKA SONOMA) SECTION 5

B.P. #202, SITE UTILITIES
BID DATE: 04/02/10

ATTACHMENT FOUR: Water Mains; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER MAINS - UNIT COSTS			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)	—	\$ —	\$ —
3" Gate Valve(EA)	—	\$ —	\$ —
3" Blow-Off(EA)	—	\$ —	\$ —
6" Main (LF)	—	\$ —	\$ —
6" Gate Valve(EA)	—	\$ —	\$ —
6" Blow-Off(EA)	—	\$ —	\$ —
8" Main (LF)	1361	\$ 20.00	\$ 27,220.00
8" Gate Valve(EA)	6	\$ 6,125.00	\$ 6,750.00
8" Blow-Off(EA)	—	\$ —	\$ —
12" Main (LF)	—	\$ —	\$ —
12" Gate Valve(EA)	—	\$ —	\$ —
12" Blow-Off(EA)	—	\$ —	\$ —
16" Main (LF)	310	\$ 67.00	\$ 20,770.00
16" Gate Valve(EA)	1	\$ 2,501.00	\$ 2,501.00
16" Blow-Off(EA)	—	\$ —	\$ —
20" Main (LF)	—	\$ —	\$ —
20" Gate Valve(EA)	—	\$ —	\$ —
20" Blow-Off(EA)	—	\$ —	\$ —
Fire Hydrants (EA)	6	\$ 3,220.00	\$ 19,320.00
Granular Backfill (TON)	243	\$ 8.00	\$ 2,064.00
TOTAL		>>	\$ 78,625.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

PROPOSAL FOR SINGLE BID PACKAGE
MAPLE VILLAGE (AKA SONOMA) SECTION 5

B.P. #202, SITE UTILITIES
BID DATE: 04/02/10

ATTACHMENT FIVE: Water Service Lines; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER SERVICE LATERALS - UNIT COSTS			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
(Circle Material)	Quantity *	Unit Cost	Total Cost
3/4" Copper or Poly (LF)	475	\$ 7.50	\$ 3,563.00
3/4" Tap (EA)	14	\$ 215.00	\$ 3,010.00
1" Copper or Poly (LF)	330	\$ 8.00	\$ 2,640.00
1" Tap (EA)	12	\$ 215.00	\$ 2,580.00
1 1/2" Copper or Poly (LF)	—	\$ —	\$ —
1 1/2" Tap (EA)	—	\$ —	\$ —
2" Copper or Poly (LF)	—	\$ —	\$ —
2" Tap (EA)	—	\$ —	\$ —
Granular Backfill (TON)	443	\$ 8.50	\$ 3,765.00
TOTAL			>> \$ 15,558.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

PROPOSAL FOR SINGLE BID PACKAGE
MAPLE VILLAGE (AKA SONOMA) SECTION 5

B.P. #202, SITE UTILITIES
BID DATE: 04/02/10

ATTACHMENT THREE: Water Mains; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER MAINS - UNIT COSTS (OFFSITE)			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)	—	\$ —	\$ —
3" Gate Valve(EA)	—	\$ —	\$ —
3" Blow-Off(EA)	—	\$ —	\$ —
6" Main (LF)	—	\$ —	\$ —
6" Gate Valve(EA)	—	\$ —	\$ —
6" Blow-Off(EA)	—	\$ —	\$ —
8" Main (LF)	—	\$ —	\$ —
8" Gate Valve(EA)	—	\$ —	\$ —
8" Blow-Off(EA)	—	\$ —	\$ —
12" Main (LF)	—	\$ —	\$ —
12" Gate Valve(EA)	—	\$ —	\$ —
12" Blow-Off(EA)	—	\$ —	\$ —
16" Main (LF)	590	\$ 67.00	\$ 39,530.00
16" Gate Valve(EA)	1	\$ 2,501.00	\$ 2,501.00
16" Blow-Off(EA)	—	\$ —	\$ —
20" Main (LF)	—	\$ —	\$ —
20" Gate Valve(EA)	—	\$ —	\$ —
20" Blow-Off(EA)	—	\$ —	\$ —
Fire Hydrants (EA)	2	\$ 3,220.00	\$ 6,440.00
Granular Backfill (TON)	50	\$ 8.50	\$ 425.00
TOTAL		>>	\$ 48,896.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

Firm Name: Valenti Held Contractor/Developer Inc.

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: THE SNIDER GROUP INC

OFFICIAL ADDRESS: 10890 ANDRADE DRIVE
ZIONSVILLE, IN 46077

TELEPHONE NUMBER: 317 873 5265 FAX: 317 873 5280

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package

TWO HUNDRED EIGHTY THOUSAND TWO HUNDRED DOLLARS (\$ 280,239.22)
THIRTY NINE DOLLARS TWENTY TWO CENTS

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5

5b	San. Sewer-Mains*	\$ <u>42,892.27</u>	
5c	San. Sewer-Laterals*	\$ <u>18,550.20</u>	
15b	San. Sewer Maint. Bond	\$ <u>800.00</u>	
6a	Storm Sewers*	\$ <u>109,328.15</u>	
6b	Subsurface Drains*	\$ <u>14,175.00</u>	
7b	Water Mains*	\$ <u>76,174.16</u>	
7e	Water Service Laterals*	\$ <u>17,106.94</u>	
15b	Water Mains Maint Bond	\$ <u>1213.00</u>	
6e	Util. Conduits (unit price)		
	Material: 2" PVC	\$ <u>0.70</u>	/LF.
	Material: 4" PVC	\$ <u>2.16</u>	/LF.
	Material: 6" PVC	\$ <u>3.90</u>	/LF.
	Trenching & installation	\$ <u>8.50</u>	/LF.

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. Quantities are provided for information only. All bids lump sum.

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: Ryan Whitaker (Authorized Signature)

Printed: RYAN WHITAKER

TITLE: ESTIMATOR / PROJECT MANAGER

Bids should be submitted by: 2:00 PM on FRIDAY, APRIL 2, 2010.

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: THE SNIDER GROUP INC

OFFICIAL ADDRESS: 10890 ANDEADE DRIVE

ZIONS VILLE IN 46077

TELEPHONE NUMBER: 3178735265 FAX: 3178735280

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package

SIXTY TWO THOUSAND NINE HUNDRED DOLLARS (\$ 62,924.82)
TWENTY FOUR DOLLARS EIGHTY TWO CENTS

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5 - OFFSITE

6a	Storm Sewers*	\$ <u>10,886.32</u>
6b	Subsurface Drains*	\$ <u>8212.50</u>
15a	Storm Sewers Perf Bond	\$ <u>N/A</u>
7b	Water Mains*	\$ <u>43,263.00</u>
15a	Water Mains Perf Bond	\$ <u>N/A</u>
15b	Water Mains Maint Bond	\$ <u>563.00</u>

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. Quantities are provided for information only. All bids lump sum.

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: Ryan Whitaker (Authorized Signature)

Printed: RYAN WHITAKER

TITLE: ESTIMATOR / PROJECT MANAGER

Bids should be submitted by: 2:00 PM on FRIDAY, APRIL 2, 2010.

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE
 MAPLE VILLAGE (AKA SONOMA) SECTION 5

B.P. #202, SITE UTILITIES
 BID DATE: 04/02/10

ATTACHMENT FOUR: Water Mains; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER MAINS - UNIT COSTS			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)		\$	\$
3" Gate Valve(EA)		\$	\$
3" Blow-Off(EA)		\$	\$
6" Main (LF)		\$	\$
6" Gate Valve(EA)		\$	\$
6" Blow-Off(EA)		\$	\$
8" Main (LF)	1360	\$ 25.58	\$ 34,788.80
8" Gate Valve(EA)		\$	\$
8" Blow-Off(EA)		\$	\$
12" Main (LF)		\$	\$
12" Gate Valve(EA)		\$	\$
12" Blow-Off(EA)		\$	\$
16" Main (LF)	320	\$ 63.47	\$ 20,310.40
16" Gate Valve(EA)		\$	\$
16" Blow-Off(EA)		\$	\$
20" Main (LF)		\$	\$
20" Gate Valve(EA)		\$	\$
20" Blow-Off(EA)		\$	\$
Fire Hydrants (EA)	6	\$ 3282.91	\$ 19,697.46
Granular Backfill (TON)	145	\$ 9.50	\$ 1,377.50
TOTAL			>> \$ 76,174.16

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

PROPOSAL FOR SINGLE BID PACKAGE
MAPLE VILLAGE (AKA SONOMA) SECTION 5

B.P. #202, SITE UTILITIES
 BID DATE: 04/02/10

ATTACHMENT FIVE: Water Service Lines; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER SERVICE LATERALS UNIT COSTS			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
(Circle Material)	Quantity *	Unit Cost	Total Cost
3/4" Copper or Poly (LF)	660	\$ 7.17	\$ 4,732.20
3/4" Tap (EA)	14	\$ 110	\$ 1,540.00
1" Copper or Poly (LF)	480	\$ 9.00	\$ 4,320.00
1" Tap (EA)	12	\$ 124.00	\$ 1,488.00
1 1/2" Copper or Poly (LF)		\$	\$
1 1/2" Tap (EA)		\$	\$
2" Copper or Poly (LF)		\$	\$
2" Tap (EA)		\$	\$
Granular Backfill (TON)	452	\$ 11.12	\$ 5,026.24
TOTAL			>> \$ 17,106.44

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

PROPOSAL FOR SINGLE BID PACKAGE
 MAPLE VILLAGE (AKA SONOMA) SECTION 5

B.P. #202, SITE UTILITIES
 BID DATE: 04/02/10

ATTACHMENT THREE: Water Mains; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER MAINS - UNIT COSTS, OFFSITE			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)		\$	\$
3" Gate Valve(EA)		\$	\$
3" Blow-Off(EA)		\$	\$
6" Main (LF)		\$	\$
6" Gate Valve(EA)		\$	\$
6" Blow-Off(EA)		\$	\$
8" Main (LF)		\$	\$
8" Gate Valve(EA)		\$	\$
8" Blow-Off(EA)		\$	\$
12" Main (LF)		\$	\$
12" Gate Valve(EA)		\$	\$
12" Blow-Off(EA)		\$	\$
16" Main (LF)	600	\$ 58.10	\$ 34,860.00
16" Gate Valve(EA)		\$	\$
16" Blow-Off(EA)		\$	\$
20" Main (LF)		\$	\$
20" Gate Valve(EA)		\$	\$
20" Blow-Off(EA)		\$	\$
Fire Hydrants (EA)	2	\$ 3,679	\$ 7,358.00
Granular Backfill (TON)	110	\$ 9.5	\$ 1,045.00
TOTAL			>> \$ 43,263.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

Firm Name: THE SNIDER GROUP INC