

Drain: HENRY BRIGHT **Drain #:** 192
Improvement/Arm: EVERETT ROHRER
Operator: J. LIVINGSTON **Date:** 10-29-03
Drain Classification: Urban/Rural **Year Installed:** 1931

GIS Drain Input Checklist

- Digitize & Attribute Tile Drains jwg
- Digitize & Attribute Storm Drains n/a
- Digitize & Attribute SSD n/a
- Digitize & Attribute Open Ditch n/a
- Sum drain lengths & Validate jwg
- Enter Improvements into Posse jwg
- Enter Drain Age into Posse jwg
- Sum drain length for Watershed in Posse jwg
- Stamp Plans n/a
- Pull Source Documents for Scanning jwg

Gasb 34 Footages for Historical Cost
Drain Length Log

Drain-Improvement: HENRY BRIGHT - EVERETT ROHRER, RECONSTRUCTION 1999

| Drain Type: | Size: | Length () | Length (DB Query) | Length Reconcile | If Applicable | |
|----------------|-------|---------------|----------------------|---------------------|----------------------------------|----------------------|
| | | | | | Price: | Cost: |
| TILE | 12" | 2000' | | | 4. ⁰⁰ / ₁₄ | 8000. ⁰⁰ |
| | 16" | 2190' | | | 5. ⁵⁰ / ₁₄ | 12045. ⁰⁰ |
| TOTAL | | 4190' | | | | 20045. ⁰⁰ |
| | | | | | | |
| | | | | | | |
| RECONSTRUCTION | | | | | | |
| 1999 - TILE | 16" | 40' | | | | 220. ⁰⁰ |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Sum: 4230' \$ 20045.⁰⁰
\$ 220.⁰⁰

Final Report: 4230'

Comments:

In Re of the Petition of
 Everett Rohres et al
 for Drainage.

Court
~~Part~~ Report of
 Superintendent of Construction

The undersigned would represent and show to the Court that he was appointed Superintendent of Construction for the above entitled drain and duly qualified and as such Superintendent of Construction proceeded to advertise and receive bids for the construction of said drain according to the plans and specifications adopted by this Court in ~~this~~ this cause. And that such proceedings were had that a contract for the construction of said work was duly entered into by the undersigned with one A. R. Hernly and that said A. R. Hernly proceeded to and did construct said drain and that said work was accepted by the undersigned as fully completed.

That the several assessments made by this Court were duly advertised in both Tipton and Hamilton Counties and partially collected as follows;

| | | | |
|--------------------------|-------------------------|----|-----------|
| From | Hamilton County | \$ | 50.00 |
| " | Albert & Vida Carpenter | \$ | 13.50 |
| " | Wm. Billhymer | \$ | 332.85 |
| " | R. E. & Amanda Rohres | \$ | 34.40 |
| " | Everett & Cleo Rohrer | \$ | 84.00 |
| " | Mary Schmitt | \$ | 100.00 |
| " | Tipton County | \$ | 25.00 |
| Making a Total Collected | | | \$ 639.70 |

That out of said sum collected he has paid the following claims;

| | | | | |
|-----------------------|-----------------------|---------|----|--------|
| H.S. Shannon | Engineer & Helper | Mileage | \$ | 44.00 |
| S.S. DeVaney | Viewer | " " | \$ | 38.20 |
| J.S. Shannon | Engineer & Viewer | | \$ | 67.05 |
| C.M. Gentry | Attorney Fee's | | \$ | 150.00 |
| Glenn Stultz | For L.M. Stultz | Viewer | \$ | 5.00 |
| Russell House | Viewer | | \$ | 35.35 |
| Wade Furnas | Court Costs | | \$ | 37.74 |
| A.R. Hernly | On Contract | | \$ | 140.00 |
| J.S. Shannon | Supt. of Construction | | \$ | 122.36 |
| Making Total paid out | | | \$ | 639.70 |

That the Contract Price is in the sum of \$ 1398.00
 That there has been paid said Contractor \$140.00
 Leaving a balance due Contractor \$1258.00

That he now asks the Court to approve this report and release him from any further duties in this cause.

Respectfully submitted
J.S. Shannon
 Superintendent of Construction.

23771

IN HAMILTON CIRCUIT COURT,
OCTOBER TERM 1951.

STATE OF INDIANA)
COUNTY OF HAMILTON) SS

In Re of the Petition of
Everett Rohrer et al
for Drainage.

Court
~~Partial~~ Report of
Superintendent of Construction

The undersigned would represent and show to the Court that he was appointed Superintendent of Construction for the above entitled drain and duly qualified and as such Superintendent of Construction proceeded to advertise and receive bids for the construction of said drain according to the plans and specifications adopted by this Court in ~~this~~ this cause. And that such proceedings were had that a contract for the construction of said work was duly entered into by the undersigned with one A. R. Hernly and that said A. R. Hernly proceeded to and did construct said drain and that said work was accepted by the undersigned as fully completed.

That the several assessments made by this Court were duly advertised in both Tipton and Hamilton Counties and partially collected as follows;

| | | | |
|--------------------------|-----------------------|----|-----------|
| From | Hamilton County | \$ | 50.00 |
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| " | Wm. Billhymer | \$ | 332.85 |
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| " | Mary Schmitt | \$ | 100.00 |
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| | | | |
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| Wade Furnas | Court Costs | \$ | 37.74 |
| A.R.Hernly | On Contract | \$ | 140.00 |
| J.S.Shannon | Supt. of Construction | \$ | 122.36 |
| Making Total paid out | | | \$ 639.70 |

That the Contract Price is ~~in~~ the sum of \$ 1398.00
That there has been paid said Contractor \$140.00
Leaving a balance due Contractor \$1258.00

That he now asks the Court to approve this report and release him from any further duties in this cause.

Respectfully submitted

A. R. Hernly
Superintendent of Construction.

#2337

SPECIFICATIONS

FOR

due 5-10

Everett Robber

claim.

2nd Report.

FILED

JUN 1 0 1931

W. E. Finneas

CLERK HAMILTON CO.

Accepted and Approved this day

of 193 32007

RECEIVED FOR RECORD

The 13 day of Nov.

A.D. 1931, at 1:30 o'clock P.M., and

recorded in record 17 page 132-36

Fred L. Kinnaman

Attest Recorder Hamilton County

J. S. SHANNON, C. E.

Engineer for Project

STATE OF INDIANA)
HAMILTON COUNTY) S.S.

IN HAMILTON CIRCUIT COURT
CAUSE NO 23771

Recorded Book # 4

Mar 28-32

IN THE MATTER OF THE PETITION,
OF EVERETT ROHRER ET.AL.
FOR DRAINAGE.

REPORT OF DRAINAGE COMMISSIONERS.

To the Honorable Judge of the Hamilton Circuit Court;
We the viewers and Engineer to whom the above entitled petition for drainage of certain lands in White River Township, Hamilton County, and Madison township Tipton County, Indiana, was referred; would respectfully report, That we met on the line of the proposed Drain on the 20th day of February 1930, qualified and proceeded to view said drain and the lands affected thereby.

That on account of the illness of Larkin M. Stultz this report could not be made. And for that reason and other unavoidable circumstances the making of this report has been delayed.

That after the resignation of Larkin M. Stultz, The Honorable Board of Commissioners of Hamilton County, Indiana, appointed Silas S. DeVney as County Drainage Commissioner and that he did duly qualify as such drainage commissioner so as to enable him to act in this matter, and that on the 30th day of September 1930 we the undersigned proceeded to view said drain and the lands affected thereby.

After a careful investigation of the premises of said drain we are of the opinion that said drain should be constructed, and done in the manner set out below in this report, and that the same when completed will improve the public health, and will reclaim certain lands, and will be a public utility, and will benefit several highways; Also that the cost of construction, damages and expenses of effecting said drain will be less than the benefits to the lands affected by said drainage.

That we have definitely determined the best and cheapest method of effecting the drainage of such lands, we have fixed the route, location and character of said proposed work and have fixed the same by metes and bounds, courses, distances, descriptions and guides, and bench marks, so as to provide for a complete outlet for the drainage of said land-affected by the proposed work; that we have divided the ditch into sections of not more than 100 feet in length by setting stakes at each 100 feet.

That the location of said drain is as follows: Begin 2000 feet east and 663 feet south of the northwest corner of section 3 township 20 north, range 5 east in Hamilton County, Indiana; Run S45° west 28¹/₂ thence N88° 15' 2158 feet; thence N66° 40' W 2017 feet. and terminate in what is known as Weasel Creek 520' E and 120' S of W. cor. NE¹/₄ of section 4 township 20 north, range 5 east. The above description being the center line of the proposed drain, and it is the intention of the viewers and engineer that said drain be located on the line between the lands of Joseph Ell, Everett Rohrer and Wm. Billhmer from station 0 to station 20. Thence wholly on the land of Marjorie Owensby and Jaunita Couch from station 2018 to station 37 + 18; thence wholly upon the lands of Mary Schmidt.

This Ditch shall consist of a 12" tile drain from station 0 to station 20 and 16" tile from station 20 to ~~42+3~~ or terminous 2nd shall have ~~has~~ a catch Basin at station circular in form as per plans and a catch Basin at station 20 rectangular in form 4 x 7 feet as per plans. Also at out let a flume made by placing 3" concrete around the tiles for a distance of 25 feet extending back from end of tile.

GENERAL SPECIFICATIONS

INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES:

The Bidders attention is called to the fact that the estimate of quantities of work to be done (depth of dirt and number of cubic yards to be excavated, etc.) and materials to be furnished under these specifications as shown in these Specifications is only approximate.

The Drainage Commissioner does not assume any responsibility that these quantities shall obtain strictly in the construction of the work, nor shall the contractor plead the deception of misunderstanding because of such quantities or estimate, or of the character, location, or other conditions pertaining thereto. While the Commissioner believes the quantities in the Specifications to be correct, nevertheless he cannot guarantee them to be correct, and the Contractor must satisfy himself as to the correctness of the quantities before using them as a basis for preparing his Bid. The Engineer and the Drainage Commissioners have based their estimate of the cost of the work upon the said quantities as estimated, and the contractor, if he believes after investigation, the said quantities to be incorrect, should adjust his Bid accordingly, as the quantities as estimated in these Specifications will be used as the basis paying the contractor for his work done and also determining the total contract Price.

It is here definitely stated and made plain that the Drain shall be Cut to the grade as prescribed by these Specifications and as shown on the Profile on file in the Office of the Engineer, what ever error there may be in the depths and estimated Yardage as given in these Specifications.

FAMILIARITY WITH PROPOSED WORK:

The Bidder is required to examine carefully the site of, and the proposal, plans and specifications and the contract form for the work required, and it shall be assumed that he has judged for and is satisfied as to the requirements of these specifications and contract.

RIGHT TO REJECT PROPOSALS:

The Drainage Commissioner reserves the right to reject any or all proposals and to waive technicalities as he may deem best for the interest of the owners of the lands in the Drainage district and to let the work in one or in several separate contracts as he may deem best.

SUBLETTING OR ASSIGNING CONTRACT:

The Contractor shall not sell, sublet, or assign, or otherwise dispose of the contract or any portion thereof, or of the work provided for therein or of his right, title or interest therein to any person, firm or corporation without the written consent of the Drainage Commissioner.

EXTRA WORK:

The Contractor shall perform extra work for which there is no provision in the contract whenever, to complete fully the work as contemplated, it is deemed necessary or advisable and such extra work shall be done in accordance with the Specifications for such work as herein set forth or in the best workmanlike manner as directed. This extra work shall be paid for at a unit price or lump sum to be agreed upon previously in writing by the Contractor and the Drainage Commissioner, or where such price or sum cannot be agreed upon by both parties, or where such method of payment is impracticable, the Commissioner may order the Contractor to do such work on force account basis. The payment for work done on a force account basis will be equal to the cost of the work Plus a profit to the Contractor of fifteen (15) percent of the Cost of the work.

UNAUTHORIZED WORK:

Work done without grades being given, work done beyond the lines and grades as shown on the plans or as given except as herein may be considered unauthorized and at the expense of the Contractor and will not be measured or payed for. Work to be done may be ordered removed and replaced at the Contractor's risk.

CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until acceptance of the Drain by the Commissioner it shall be under the charge and care of the Contractor and he shall take every necessary precaution against injury or damage to the Drain or any part thereof, whether by the action of the elements or from any other cause whatever, whether arising from the execution or non-execution of the work.

The contractor shall rebuild, repair, restore and made good at his own expense, all injuries or damages to any portion of the Drain occasioned by any of the above causes before its completion and acceptance.

TIME FOR COMPLETION:

It is understood by the Contractor that time is an essence of value in the work to be done. For each working day that any work shall remain uncompleted after the time specified in the contract and allowed by the Commissioner for the Completion of the work provided for in these Plans, Specifications and Contract, the sum of Ten (10) dollars per day unless the time for the completion of said work shall be extended by the Commissioner, shall be deducted from the moneys due the contractor, not as a penalty but as liquidated damages.

SPECIFICATIONS

The said Drainage Commissioners do further respectfully report that they have given due and careful consideration to the petition referred by the Honorable Court and beg that the following be granted the Drainage Commissioner as Superintendent of construction in this cause:

FOLLOWING LINE OF STAKES:

The Stake line was set as a guiding line assisting the Engineer to establish the course of the Drain and to compute the Cubic yards of dirt to be removed in the course of the construction. As far as practicable the Drain shall be laid twenty five (25) feet on the right or left hand side of the stake facing down stream as directed by the Engineer, but where, in making a curve and in entering and leaving the old channel, the Drainage Commissioner for the best interest of the land owner and the Ditch itself, shall have authority to change that portion and part of the stake line that in his opinion will provide a better course than the one laid out.

These changes must not necessitate the removal of more dirt than called for in the plans if same shall add additional expense to the total cost. All curves shall be made on a radius of not less than 100 feet.

BERMS:

The dirt shall not be deposited closer than four (4) feet to the Open Ditch at any place. No dirt will be permitted to be placed upon brush, logs, large stones, and in no water-way or natural or artificial without the consent of the Drainage Commissioner. All highways, public or private drives, railroads, and the Drain of the same must be kept free from excavated material at all times, unless so ordered in writing by the Drainage Commissioner who in turn must be so Notified by the Land owner, public official, or official of the railroad.

RIGHT OF WAY:

The Right of way shall be twenty (20) feet from center line of Ditch on each side and all trees and brush upon the Right of Way must be removed by the land owner or if removed by the Contractor they are to become his property and shall be disposed of as he wishes. All stumps within six (6) feet of the slopes of the Ditch that are over twenty inches in diameter shall be removed by either blasting or grubbing as the drainage commissioner may order.

MAINTAINING SLOPES:

The Ditch shall be maintained throughout its entire length by the Contractor and no portion will be accepted as complete until the total is accepted.

CONNECTION OF DRAINS:

All lateral Drains established by any Court of jurisdiction which have their outlet into this Drain shall be properly taken care of by the Contractor, where said Drain is effected in any way the the Construction of this Drain and where by the relocation they have been left without outlet they shall be extended into this Ditch, the dimensions of said extension to conform to each particular Drain to be extended.

Where private Drains are intersepted or left without outlet by reason or relocation or otherwise, the contractor or the commissioner in charge of construction shall notify the land owner, who shall immediately make arrangements for properly taking care of his Drain, however, the Contractor shall not deposit any dirt in private open drains or in any way damage private tile drains, more than is necessary for the proper fulfillment of his contract.

INSPECTION AND ACCEPTANCE:

The Contractor shall notify the Drainage Commissioner in charge of, the time he intends to begin the work as it progresses, and note and call attention to any irregularities and have them adjusted.

He may call the Engineer to set the line of Grade stakes and to determine as to whether or not the construction has been done according to the Proper grades and slopes and for any other cause he may deem necessary.

Acceptance of the grade on any portion of the Ditch shall not be final until the Ditch is completed and in such a manner as to conform as nearly as possible to the full intent of the Plans, Profiles and Specifications for same and is free from any obstruction that hinders or impedes the flow of the water.

The contractor must assume all risk from caving in of the ditch, and when each drain is completed it must be free from sand and mud before it will be received and paid for in full. In case it is found impracticable, by reason of bad weather or other unlooked for trouble in digging the ditch or properly laying the tile, to complete the work specified in the contract, the time may be extended as mutually agreed upon by the contractor and the Engineer.

The contractor shall use all necessary precaution to secure his work from injury while he is constructing the drain.

All tile and material used in the construction of this drain and its tributaries thereto, included in the requirements of these Specifications, shall be first class in every respect and subject to rigid inspection by the Engineer.

The Engineer shall have the authority to lay out and direct the work, and to inspect and supervise the same during the construction and completion to see that it is properly done in accordance with the specifications and contract, and his instructions shall be fully carried out.

The work will be staked out by the Engineer and his stakes must be carefully preserve and followed. The digging of each and every portion of the Ditch must be at its outlet, or its junction with another tile Drain towards its upper end. The Ditch to be dug along one side of the line of survey staked and sufficient distance from to not disturb them and shall be dug in a stright and clean manner. In taking out the last draft the blade of the spade must not go deeper than the grade line. The Ditch must be dug accurately and true to the grade at the depth indicated by the figures given by the Engineer, measured from the grade stakes.

The laying of the Tile must begin at the lower and proceed up stream. The tile must be laid as closely as practicable and in line free from crooks, the piece being turned about until the upper closes, unless there is sand or fine silt which is likely to run into the tile, in which case the lower edge must be laid close and the upper side covered with clay or other material. When making turns or by other unvoidable reasons a crack of one-fourth ($\frac{1}{4}$) inch or more is necessarily left, it must be saourely covered with broken pieces of tile or by other indestructable material, junctions with branch lines must be carefully and securely made.

After the tile has been laid and inspected by the Engineer or his representatives they must be covered with the earth excavated from the trench, or borrowed clay or soil. Where said trench does not afford sufficient material, and in no case less than two (2) feet in depth over the tile in New Cuts. and where said drain is in an open channel the filling shall be to a depth of not less than two (2) feet above the top of the tile, for the full width of said channel, in no case must the tile be covered with sand without other material being first used and in no case will boulders or heavy rock be allowed in the filling if they may in time come in contact with the tile.

CONCRETE WORK.

Unless otherwise specified all concrete work included in these specifications shall be a mixture of 1--2--3, ; One part Portland Cement, Two part Sand, and Three part Gravel.

The Sand and gravel to be free from dirt, loam and other foreign matter.

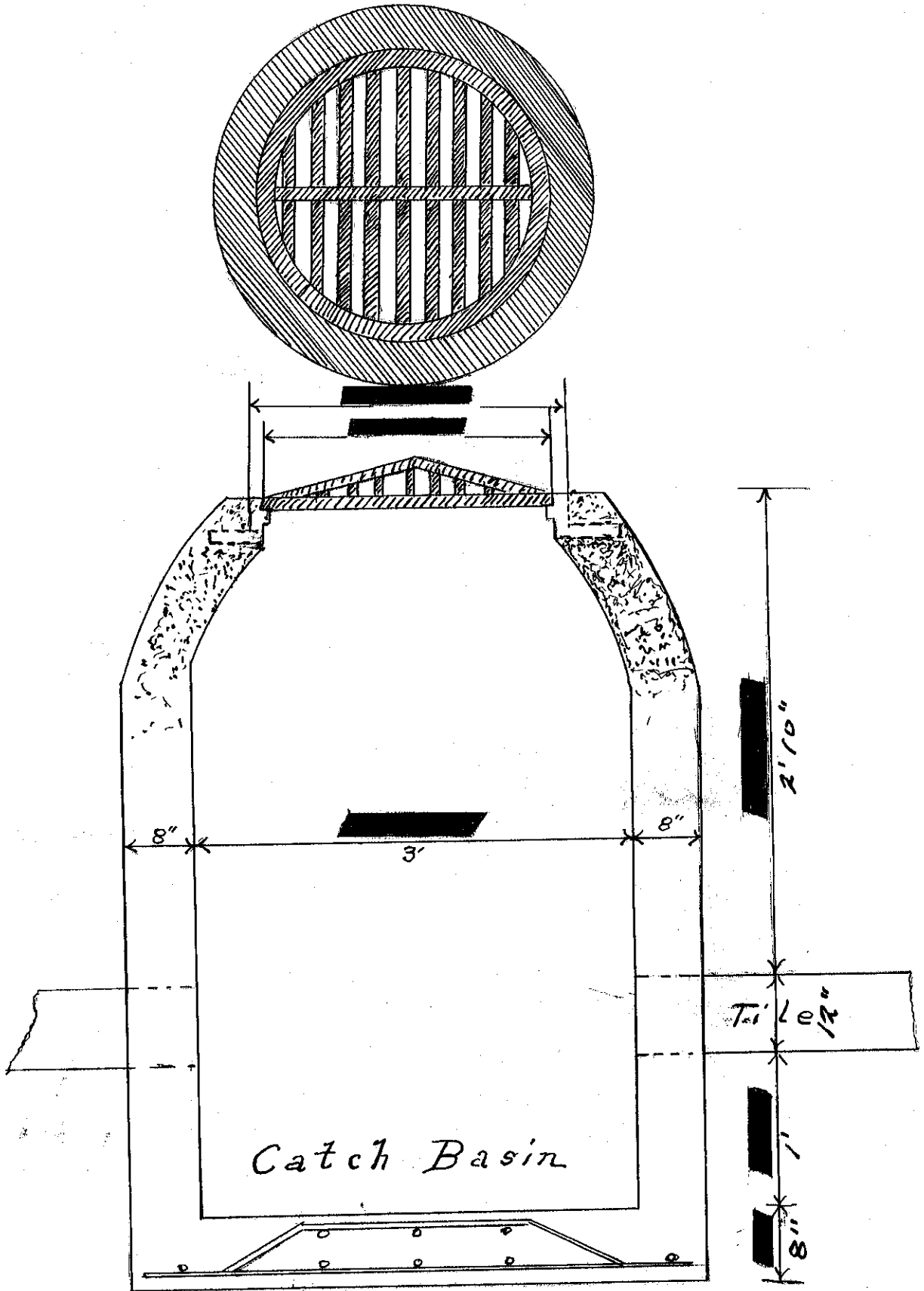
The Cement, sand and Gravel to be thoroughly mixed while dry until it presents an even shade of coloring throughout, then made into a moderately wet mortar, and be immediately placed in the forms for moulding the concrete into shape.

The forms for all concrete work shall be neatly constructed, free from strong materials, and shall be true to lines, dimensions and shape given for the different structures.

PROFILE

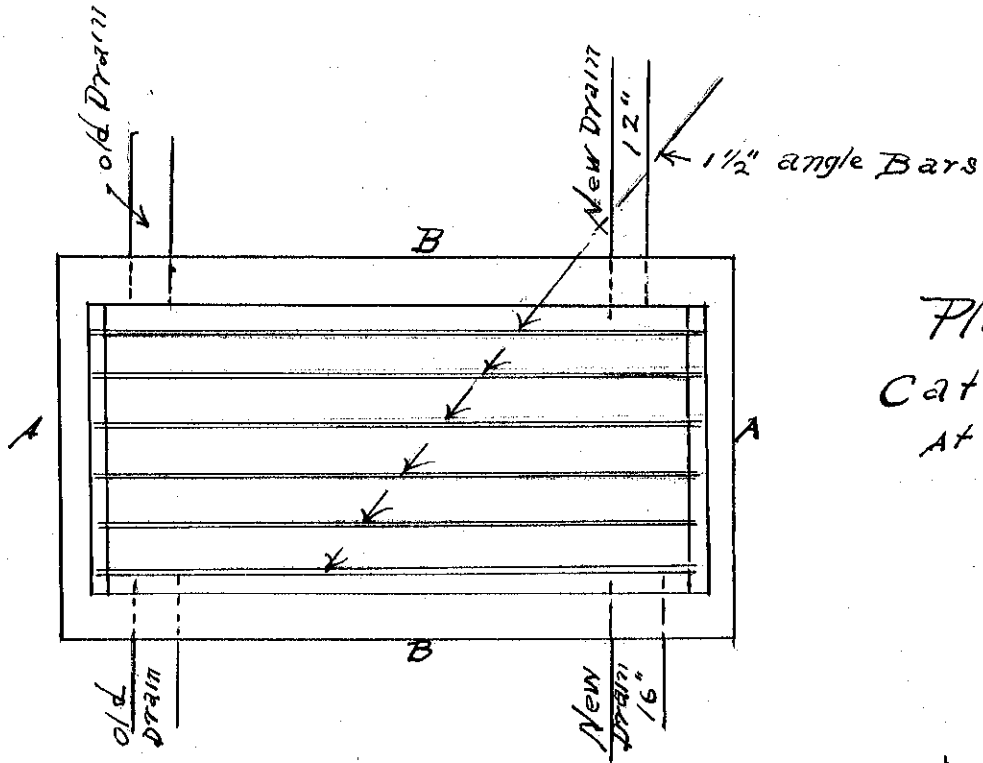
| Sta. | Cut | Cu. Yd. | Sta. | Cut | Cu. Yd. |
|------|------|---------|-------|------|---------------|
| 0 | 3.80 | | 29 | 4.72 | 38 |
| 1 | 3.61 | 26 | 30 | 4.95 | 40 |
| 2 | 4.77 | 31 | 31 | 4.83 | 40 |
| 3 | 4.42 | 34 | 32 | 5.51 | 42 |
| 4 | 4.03 | 31 | 33 | 6.15 | 49 |
| 5 | 4.57 | 32 | 34 | 7.23 | 58 |
| 6 | 4.36 | 33 | 35 | 7.53 | 62 |
| 7 | 3.69 | 30 | 36 | 6.50 | 59 |
| 8 | 4.27 | 30 | 37 | 6.13 | 52 |
| 9 | 6.34 | 37 | 38 | 5.77 | 49 |
| 10 | 6.30 | 46 | 39 | 5.60 | 47 |
| 11 | 5.85 | 45 | 40 | 5.31 | 45 |
| 12 | 4.70 | 39 | 41 | 5.41 | 43 |
| 13 | 4.84 | 36 | 42+03 | 7.07 | 49 |
| 14 | 4.79 | 36 | | | ----- 1668 |
| 15 | 4.96 | 36 | | | |
| 16 | 5.14 | 37 | | | |
| 17 | 5.50 | 39 | | | |
| 18 | 4.51 | 37 | | | |
| 19 | 3.92 | 31 | | | |
| 20 | 5.30 | 34 | | | |
| 21 | 4.20 | 40 | | | |
| 22 | 4.18 | 35 | | | |
| 23 | 4.51 | 36 | | | |
| 24 | 4.44 | 37 | | | |
| 25 | 4.55 | 37 | | | |
| 26 | 4.85 | 37 | | | |
| 27 | 4.41 | 36 | | | |
| 28 | 4.39 | 37 | | | |

Ring and Cover.

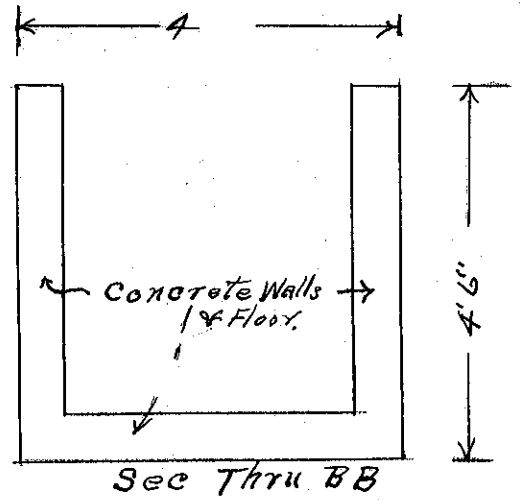
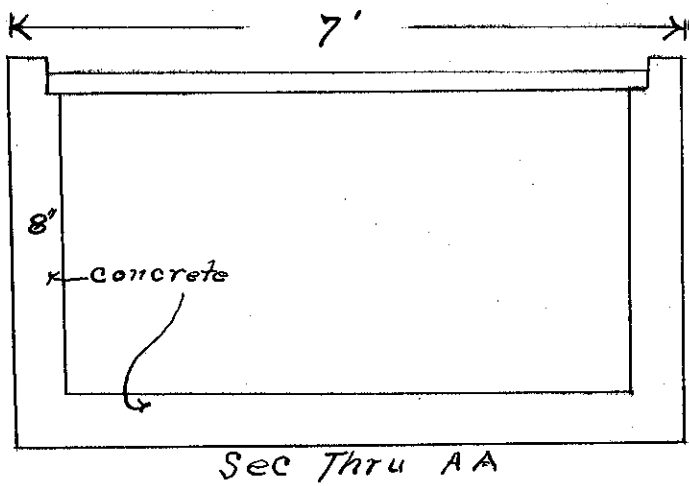


Water Drain

Robert Weaver



Plan for
Catch Basin
At Station 20+7



ESTIMATE COST OF CONSTRUCTION INCLUDING,

Material, Labor, Hauling etc., necessary for completion of the work in accordance with the Plans and Specifications.

| | | |
|---------------|------------------|----------------------------------|
| Station | to Station | \$..... |
| Station | To Station | \$..... |
| Station | to Station | \$..... |
| Station | to Station | \$..... |
| Station | to Station | \$..... |
| Total | | \$ 1944.00 1934.00 |

Estimate expenses including,

| | | |
|---------------------------------------|---------|-----------|
| Attorneys Fee, | \$..... | |
| Recording & Releasing, | \$..... | |
| Legal Printing, | \$..... | |
| Superintend nt of Construction, | \$..... | |
| Court expenses etc., | \$..... | |
| Contingency fund, | \$..... | |
| Total | | \$ 566.30 |

We claim for services, expenses & mileage, to Date for:

| | | |
|---------------------------|------------------------|-----------|
| <i>L.M. Stuby</i> | | \$ - |
| <i>S.S. DeVaney</i> | Drainage Commissioner, | \$ 32.20 |
| <i>Russel House</i> | Viewer, | \$ 35.35 |
| <i>J.H. Harmon</i> | Engineer & helpers | \$ 90.65 |
| Total | | \$ 163.70 |

| | |
|--------------------|-------------------------------|
| Grand Total | \$ |
| | 2673.50 2663.50 |

| NAMES | DESCRIPTION OF LANDS | Section | Township | Range | Acres Assessed | | Acres Benefited | | Amount of Benefits | | Am't of Assessment | | Total Assessment | | |
|---|-------------------------------------|---------|----------|-------|----------------|-----|-----------------|-----|--------------------|---------|--------------------|------|------------------|------|--|
| | | | | | A | Hun | A | Hun | \$ | Cts. | \$ | Cts. | \$ | Cts. | |
| 5 Rollie Hobbs | SE SE | 34 | 21 | 5 | 40 | | 30 | | ✓ | | 135 | | 135 | ✓ | |
| 5 Mary Hobbs | S Pt N W SW | 34 | 21 | 5 | 40 | | 6 | | ✓ | | 12 | | 12 | ✓ | |
| 4 Joseph Ell | SE SW | 34 | 21 | 5 | 40 | | 35 | | ✓ | | 245 | | | ✓ | |
| " | NE NW | 3 | 20 | 5 | 19 50 | | 19 50 | | ✓ | | 273 | | 518 | ✓ | |
| 6 J. W. Miller | SW SE | 34 | 21 | 5 | 40 | | 28 | | ✓ | | 126 | | | ✓ | |
| " | S ² S ² NW SE | 34 | 21 | 5 | 40 | | 5 | | ✓ | | 10 | | 136 | ✓ | |
| 8 R. E. & Amanda Robers | N ² N ² SE SE | 34 | 21 | 5 | 10 | | 5 | | ✓ | | 10 | | 10 | ✓ | |
| 9 Riley Robers | NW NE | 3 | 20 | 5 | 20 | | 8 | | ✓ | | 76 | | 76 | ✓ | |
| 9 Everett & Cleo Robers | NW NW | 3 | 20 | 5 | 20 | | 20 | | ✓ | | 280 | | 280 | ✓ | |
| 7 Joseph & Porter Rook | SW NE | 3 | 20 | 5 | 40 | | 15 | | ✓ | | 142 50 | | 142 50 | | |
| 3 Gilbert & Vida Carpenter | N Pt NE SW | 3 | 20 | 5 | 17 50 | | 6 | | ✓ | | 45 | | 45 | ✓ | |
| 6 W ^m Bill Hymen | SE: NW | 3 | 20 | 5 | 40 | | 40 | | ✓ | | 520 | | | ✓ | |
| " | SW NW | 3 | 20 | 5 | 40 | | 24 | | ✓ | | 312 | | 832 | ✓ | |
| 10 Mary Schmidt | SE NE | 4 | 20 | 5 | 40 | | 3 | | ✓ | | 42 | | | ✓ | |
| " | Pt N ² NE | 4 | 20 | 5 | 20 | | 10 | | ✓ | | 80 | | 122 | ✓ | |
| 2 Margorie Owensby & Jannita Couch | NE NE | 4 | 20 | 5 | 26 | | 20 | | ✓ | | 280 | | 280 | ✓ | |
| Hamilton County Benefits to public highways | | | | | | | | | | | | | | | |
| | 1 - 1/4 S ² lot | 3 | 4 | 20 | 5 | | | | ✓ | | 25 | | | | |
| | 1 - 1/2 Co. line E & W | 3 | 4 | 20 | 5 | | | | ✓ | | 25 | | 50 | | |
| Dipton County Benefits to public highways | | | | | | | | | | | | | | | |
| | 1 - 1/2 Co. line E & W | 3 | 4 | 20 | 5 | | | | ✓ | | 25 | | 25 | | |
| | | | | | | | | | | 2673.50 | | | | | |

STATE OF INDIANA)
) SS
HAMILTON COUNTY)

We the undersigned Viewer and Engineer, to whom was referred the above entitled petition for report, after being duly sworn upon Oath say that we have personally examined the whole line of said proposed Ditch, that the assessments herein made and report are correct, Just and equitable to all parties herein as interested, That no other lands will be benefitted or injured by said proposed Drain, and that the above and foregoing report is true in substance and in fact as we verily believe.

Silas Levaney
.....

Russell N. House
.....
Viewers,

J. H. Hammon
.....
Engineer.

Subscribed and sworn to before me this *28* day of
May.....193/.

J. E. Thomas
.....
Clerk of Hamilton County.

8-9-1999

Mr. Dillinger made the motion to forgive the interest and bill them for the assessment, seconded by Mrs. Clark and passed unanimously.

Everett Roher Drain-Tile Replacement:

Steve Baitz informed the Board that on the Everett Roher Drain located on Lacy Rd. just South of 296th St. revealed that Tipton County's Hilton Hobbs Drain needed replacement after the road cut. While Tipton County was replacing the Hilton Hobbs Drain tile they also replaced the Everett Roher Drain tile.

Mr. Ward stated that the tiles are side by side under the road. They are separate tiles and only come together under the road.

Mr. Baitz stated that Tipton County applied for a road cut permit and Hamilton County covered the cost of the reinforced concrete pipe for both drains under the road. He stated that Hamilton County's total cost was \$551.20. He stated that the drain fund for this drain has small amount of acreage. 110 acres comes into this shed with \$1.00 an acre assessment with a \$6.00 minimum.

Mr. Baitz stated that Tipton County wanted Hamilton County to cover half the cost of the road cut and the fill that was required by the Highway Dept. He stated that the Surveyor's Office has covered what they need to on this.

Mr. Baitz stated that this was for the Boards information in case Tipton County comes back to ask for Hamilton County to pay more.

Mr. Holt asked if this was a Tipton County Highway road cut.

Mr. Baitz stated it was a Hamilton County road cut. Prior to the cutting of the road Tipton County acquired a road cut permit through Hamilton County Highway for Lacy Rd. They were given the requirements of the flowable fill and reinforced concrete pipes and all the conditions they would have to meet.

Mr. Ward stated they would have gotten into Hamilton County's Drain replacing theirs. He stated that Tipton County didn't know what the requirements were for a road cut and after they found out it was flowable fill and the patch they had to have, it was over their budget. He stated that now they want Hamilton County to pick up part of the cost.

Mr. Holt asked if Mr. Ward was talking about \$551.20.

Mr. Ward stated that was agreed upon before.

Mr. Holt asked how much the cost was.

Mr. Baitz stated that at this time Tipton County did not have a final cost. It was \$1,218.00 on flowable fill plus the cost of labor. Mr. Landis from the Hamilton County Highway furnished the dump trucks to haul away the debris with no cost to Tipton County for this.

Mr. Howard asked if Hamilton County paid for both pipes plus the trucks for hauling. He also asked if Tipton County was to provide the labor and flowable fill.

Mr. Baitz stated that was correct.

Mrs. Clark asked if Tipton County didn't know the cost involved.

Mr. Holt stated he didn't think they did flowable fill in Tipton County.

Mr. Holt stated he didn't want to act on this right now.

Mr. Ward stated he wanted to inform the Board before anything was sent in by Tipton County.

Mrs. Clark asked what the balance was in the account.

Mr. Baitz stated that there was \$736.14, but that is prior to the claim for \$551.20.

Final Report-Spray Contract:

Steve Baitz stated that the vegetation control has been completed. He stated that all inspections have been done. He stated that the Board has received copies of the drains that have been sprayed, their costs, the claims and check numbers.

September Hearings:

The Surveyor requested that hearings be set for the Carey Commons Section 2, F.M. Musselman Peterson Arm, Spring Lake Estates Phase 2, Elliot Creek, Village of West Clay Sec. 3004, 3001, 7501, Canal Place Weatherstone Arm, and Williams Mill for September 27, 1999.

Mrs. Clark made a motion to set those hearings for the September 27, 1999 meeting, seconded by Mr. Dillinger and passed unanimously.

Surety Accept:

Mr. Liston informed the Board they would be accepting sureties for Villages of West Clay Sections 3001, 3004, 7501 at today's Commissioners Meeting.