

**Drain:** Hinkle Creek Drain

**Improvement-Arm:** Section 2 Arm

**Date Approved:** January 28, 2008

### Drain Input Checklist

- Create Regulated Drain Record in Posse \_\_\_\_\_
  - Drain Type
  - Outlet (Tab)
  - Outlet Attached
  - Location
  - Twp
  - Certification
  - Drain Number
  
- Enter Improvement Arm in Posse January 28, 2008  
(Construction Amount = Storm Drains, Erosion Control, Sub-surface drain & Earthwork)
  
- Scan Documents \_\_\_\_\_
  - Surveyor's Report
  - Engineer's Estimate
  - Bonds
  - Findings and Order
  - Petition
  
- Create Posse Inspection Job \_\_\_\_\_
  
- Enter into Watershed Summary Spreadsheet \_\_\_\_\_
  
- Check for Vacation of Drain & Map Changes \_\_\_\_\_
  
- Check Drainage Easement Classification \_\_\_\_\_
  
- Sum drain length & Validate in GIS \_\_\_\_\_
  
- Enter New Watershed Length into Posse \_\_\_\_\_
  
- Create Boundary of Improvement in GIS \_\_\_\_\_



SURVEYOR'S OFFICE  
**Hamilton County**

*Kenton C. Ward, CFM*  
*Surveyor of Hamilton County*  
*Phone (317) 776-8495*  
*Fax (317) 776-9628*

*Suite 188*  
*One Hamilton County Square*  
*Noblesville, Indiana 46060-2230*

October 31, 2007

To: Hamilton County Drainage Board

Re: Hinkle Creek Estates Drain, Section 2 Arm

Attached is a petition filed by RDJ Custom Builders along with a non-enforcement request, plans, calculations, quantity summary and assessment roll for the Hinkle Creek Estates Drain, Section 2 Arm to be located in Noblesville Township. I have reviewed the submittals and petition and have found each to be in proper form.

I have made a personal inspection of the land described in the petition. Upon doing so, I believe that the drain is practicable, will improve the public health, benefit a public highway, and be of public utility and that the costs, damages and expenses of the proposed drain will probably be less than the benefits accruing to the owners of land likely to be benefited. The drain will consist of the following:

765'	12" RCP	299'	21" RCP		
1,797'	15" RCP	611'	18" RCP	4,545'	6" SSD

The total length of the drain will be 8,017 feet.

The Retention Ponds A & B located on lots 13, 14, 15 and on lots 22, 23, 29 respectively, are not to be considered part of the regulated drain. Pond maintenance shall include inlet, outlet, sediment removal and erosion control along the banks as part of the regulated drain. The maintenance of the pond such as mowing and aquatic vegetation control will be the responsibility of the Homeowners Association. The Board will also retain jurisdiction for ensuring the storage volume for which the pond was designed will be retained, thereby, allowing no fill or easement encroachments. The ponds were installed with Section 1. This is consistent with my previous report for Section 1 which

was approved by the Board on April 28, 2003 and recorded in Minutes Book 7, pages 46-47.

The issue of locating the ponds on individual lots was approved for the subdivision by the Drainage Board on October 28, 2002 as recorded in Minutes Book 6, pages 470-471.

The subsurface drains (SSD) to be part of the regulated drain are those located under the curbs and those main lines between lots or in rear yards. Only the main SSD lines which are located within the easement (right of way) are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain. The portion of the SSD which will be regulated other than those under curbs are as follows: Lots 29 & 30.

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$10.00 per acre for common areas and platted lots, \$10.00 per acre for roadways, with a \$65.00 minimum. With this assessment the total annual assessment for this section will be \$1,240.50.

The petitioner has submitted surety for the proposed drain at this time. Surety shall be submitted prior to the approval of the Hamilton County Board of Commissioners/commencement of construction. The sureties which are in the form of a Letter of Credit are as follows:

Agent: Community Bank  
Date: December 16, 2005  
Number: 342  
For: Stormwater System  
Amount: \$156,675.00

Agent: Community Bank  
Date: December 16, 2005  
Number: 343  
For: Subsurface Drain  
Amount: \$27,500.00

Agent: Community Bank  
Date: February 22, 2006  
Number: 348  
For: Monument and Markers  
Amount: \$2,970.00

Agent: Community Bank  
Date: February 9, 2006  
Number: 347  
For: Erosion Control  
Amount: \$30,510.00

I believe this proposed drain meets the requirements for Urban Drain Classification as set out in IC 36-9-27-67 to 69. Therefore, this drain shall be designated as an Urban Drain.

I recommend that upon approval of the proposed drain that the Board also approve the attached non-enforcement request. The request is for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for

Hinkle Creek Estates Section 2, as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for January 28, 2008.

Sincerely,

A handwritten signature in dark ink, appearing to read "K. Ward", is written over the typed name.

Kenton C. Ward  
Hamilton County Surveyor

KCW/trz

STATE OF INDIANA     )  
  )  
COUNTY OF HAMILTON )

TO: HAMILTON COUNTY DRAINAGE BOARD  
% Hamilton County Surveyor  
One Hamilton County Square, Suite 188  
Noblesville, IN. 46060-2230

In the matter of Hinkle Creek Estates Subdivision,  
Section 2 Drain Petition.

Petitioner is the owner of all lots in the land affected by the proposed new regulated drain. The drainage will affect various lots in Hinkle Creek Estates, a subdivision in Hamilton County, Indiana. The general route of such drainage shall be in existing easements and along public roads as shown in the plans on file in the Surveyor's Office.

Petitioner believes that the cost, damages and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land likely to be benefitted thereby. Petitioner believes the proposed improvements will:

- (a) improve public health
- (b) benefit a public street
- (c) be of public utility

Petitioner agrees to pay the cost of construction of the drainage system and requests periodic maintenance assessments by the Board thereafter.

The Petitioner also agrees to the following:

1. To provide the Drainage Board a Performance Bond for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 100% of the Engineer's estimate. The bond will be in effect until construction of 100% of the system is completed and so certified by the Engineer.
2. The Petitioner shall retain an Engineer throughout the construction phase. At completion of the project the Petitioner's Engineer shall certify that the drainage system which is to be maintained as a regulated drain has been constructed as per construction plans.
3. The Petitioner agrees to request in writing to the County Surveyor any changes from the approved plan and must receive written authorization from the County Surveyor prior to implementation of the change. All

changes shall be documented and given to the Surveyor to be placed in the Drain file.

4. The Petitioner shall instruct his Engineer to provide a reproducible print on a 24" x 36" mylar of the final design of the Drainage System. This shall be submitted to the County Surveyor prior to the release of the Performance Bond.
5. The Petitioner shall comply with the Erosion Control Plan as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The County Surveyor shall immediately install or repair the needed measures at Petitioners cost as per IC 36-9-27-46.

The Petitioner further requests that the Drain be classified as an Urban Drain as per IC 36-9-27-69(d).

Sheree L Campbell  
Signed

Sheree L. Campbell  
Printed Name

\_\_\_\_\_  
Signed

Walter + Marilyn J. Barbour Living Trust  
Printed Name

RECORDED OWNER(S) OF LAND INVOLVED

Date 1/24/06

# Proposal

## EXCEL MANAGEMENT SERVICES LLC.

P.O. Box 60 Westfield, In. 46074  
Ph (317) 877-3703 Fax (317) 877-3703

Proposal submitted to: <b>RDJ COMPANIES</b>		Phone <b>(317)896-1000</b>	Date <b>JUNE 6,2005</b>
Street address <b>705 E MAIN ST</b>		Job Name <b>HINKLE CREEK ESTATES SEC II</b>	
City,State and Zip code <b>WESTFIELD IN.46240</b>		Job Location <b>HINKLE ROAD Noblesville In.</b>	
Engineer <b>ROGER WARD ENG.</b>	Date of Plans <b>DEC. 19 2003</b>	Job No. <b>MS1.006</b>	Rev. Date

We propose to do the following:

Earthwork per plan	
Storm Water System per plan	\$ 67,250.00
Lime Stabilization per plan	130,562.00
CURBS per plan	24,250.00
Sub-Surface Drain per plan	27,146.00
ASPHALT per plan	22,917.00
EROSION CONTROL per plan	91,020.00
ENGINEERING AND STAKING	25,425.00
BONDS AND PERMITTING	17,400.00
CONTINGENCY	25,000.00
	45,000.00
<b>Total</b>	<b>\$479,166.00</b>

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

**Four Hundred Thirty Six Thousand Six Hundred Sixty Six and 00/00 Dollars**

Payment to be made as follows

Due 30 days from date of our invoice.

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

Terms: Net As Per Contract Agreement  
if your account is not paid in full when due a FINANCE CHARGE, computed by the PERIODIC RATE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE IMPOSED ON THE PAST DUE BALANCE ON THE DUE DATE.

Authorized Signature \_\_\_\_\_

Note: This proposal may be Withdrawn by us if not accepted within 30 Days

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

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Printed Name \_\_\_\_\_



P.O. Box 1990  
Noblesville, Indiana 46061  
(317) 773-0800 ■ FAX (317) 776-6960

**IRREVOCABLE LETTER OF CREDIT NO. 347**

February 9, 2006

Amount: \$30,510.00  
Expires: 2/9/07

For the Account of: C H Partnership  
12401 Old N. Meridian  
Carmel, IN 46032

For Beneficiary: The Hamilton County Drainage Board

RE: Erosion Control – Hinkle Creek Estates-Section II

To Whom It May Concern:

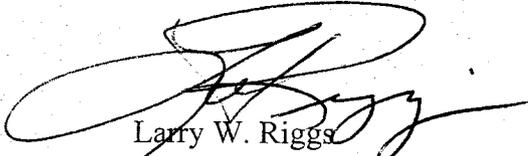
We hereby establish our Irrevocable Letter of Credit No. 347 in favor of the Hamilton County Drainage Board for the account of C H Partnership up to the aggregate amount of Thirty Thousand Five Hundred Ten and 00/100 (\$30,510.00), available by your sight drafts drawn on us bearing the clause, "Drawn under Irrevocable Letter of Credit No. 347" and accompanied by a document which has been executed by the Beneficiary.

This Letter of Credit will expire on February 9, 2007. We engage with you that all Drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored if presented at the bank's office during the term of the Letter of Credit.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500".

Respectfully,

COMMUNITY BANK



Larry W. Riggs  
Executive Vice President



P.O. Box 1990  
Noblesville, Indiana 46061  
(317) 773-0800 ■ FAX (317) 776-6960

**IRREVOCABLE LETTER OF CREDIT NO. 348**

HCDB 2006-00011

February 22, 2006

Amount: \$2,970.00

Expires: 2/22/07

For the Account of: C H Partnership  
12401 Old N. Meridian  
Carmel, IN 46032

For Beneficiary: The Hamilton County Drainage Board

RE: Monument and Markers – Hinkle Creek Estates-Section II

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit No. 348 in favor of the Hamilton County Drainage Board for the account of C H Partnership up to the aggregate amount of Two Thousand Nine Hundred Seventy and 00/100 (\$2,970.00), available by your sight drafts drawn on us bearing the clause, "Drawn under Irrevocable Letter of Credit No. 348" and accompanied by a document which has been executed by the Beneficiary.

This Letter of Credit will expire on February 22, 2007. We engage with you that all Drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored if presented at the bank's office during the term of the Letter of Credit.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500".

Respectfully,

COMMUNITY BANK

Daryl W. Russell  
Vice President



HCD B 2006-00001

**IRREVOCABLE LETTER OF CREDIT NO. 343**

December 16, 2005

Amount: \$27,500.00

Expires: 12/16/06

For the Account of: C H Partnership  
12401 Old N. Meridian  
Carmel, IN 46032

For Beneficiary: The Hamilton County Drainage Board

RE: Sub Surface Drain – Hinkle Creek Estates-Section II

To Whom It May Concern:

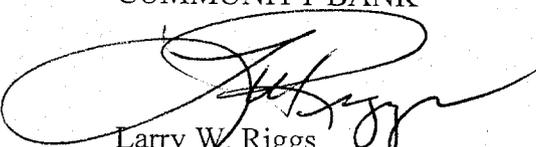
We hereby establish our Irrevocable Letter of Credit No. 343 in favor of the Hamilton County Drainage Board for the account of C H Partnership up to the aggregate amount of Twenty Seven Thousand Five Hundred Dollars and 00/100 (\$27,500.00), available by your sight drafts drawn on us bearing the clause, "Drawn under Irrevocable Letter of Credit No. 343" and accompanied by a document which has been executed by the Beneficiary.

This Letter of Credit will expire on December 16, 2006. We engage with you that all Drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored if presented at the bank's office during the term of the Letter of Credit.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500".

Respectfully,

COMMUNITY BANK

  
Larry W. Riggs  
Executive Vice President



HCD32006-00002

**IRREVOCABLE LETTER OF CREDIT NO. 342**

December 16, 2005

Amount: \$156,675.00

Expires: 12/16/06

For the Account of:

C H Partnership  
12401 Old N. Meridian  
Carmel, IN 46032

For Beneficiary:

The Hamilton County Drainage Board

RE: Storm Water System – Hinkle Creek Estates-Section II

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit No. 342 in favor of the Hamilton County Drainage Board for the account of C H Partnership up to the aggregate amount of One Hundred Fifty Six Thousand Six Hundred Seventy Five Dollars and 00/100 (\$156,675.00), available by your sight drafts drawn on us bearing the clause, "Drawn under Irrevocable Letter of Credit No. 342" and accompanied by a document which has been executed by the Beneficiary.

This Letter of Credit will expire on December 16, 2006. We engage with you that all Drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored if presented at the bank's office during the term of the Letter of Credit.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500".

Respectfully,

COMMUNITY BANK

Larry W. Riggs  
Executive Vice President



FILE  
COPY

P.O. Box 1990  
Noblesville, Indiana 46061  
(317) 773-0800 ■ FAX (317) 776-6960

**IRREVOCABLE LETTER OF CREDIT NO. 362**

May 7, 2007

Amount: \$2,970.00  
Expires: 5/7/08

For the Account of: C H Partnership  
12401 Old N. Meridian  
Carmel, IN 46032

For Beneficiary: Hamilton County Board of Commissioners

RE: Monument and Markers – Hinkle Creek Estates-Section II

To Whom It May Concern:

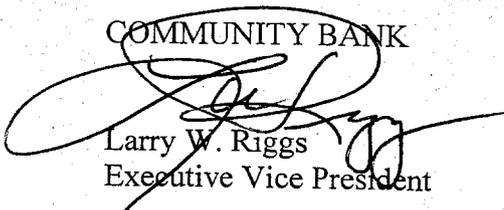
We hereby establish our Irrevocable Letter of Credit No. 362 in favor of the Hamilton County Board of Commissioners for the account of C H Partnership up to the aggregate amount of Two Thousand Nine Hundred Seventy and 00/100 (\$2,970.00), available by your sight drafts drawn on us bearing the clause, "Drawn under Irrevocable Letter of Credit No. 362" and accompanied by a document which has been executed by the Beneficiary.

This Letter of Credit will expire on May 7, 2008. We engage with you that all Drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored if presented at the bank's office during the term of the Letter of Credit.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500".

Respectfully,

COMMUNITY BANK



Larry W. Riggs  
Executive Vice President



# COMMUNITY BANK

P.O. Box 1990  
Noblesville, Indiana 46061  
(317) 773-0800 ■ FAX (317) 776-6960

## IRREVOCABLE LETTER OF CREDIT NO. 363

May 7, 2007

Amount: \$30,510.00  
Expires: 5/7/08

For the Account of: C H Partnership  
12401 Old N. Meridian  
Carmel, IN 46032

For Beneficiary: Hamilton County Board of Commissioners

RE: Erosion Control – Hinkle Creek Estates-Section II

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit No. 363 in favor of the Hamilton County Board of Commissioners for the account of C H Partnership up to the aggregate amount of Thirty Thousand Five Hundred Ten and 00/100 (\$30,510.00), available by your sight drafts drawn on us bearing the clause, "Drawn under Irrevocable Letter of Credit No. 363" and accompanied by a document which has been executed by the Beneficiary.

This Letter of Credit will expire on May 7, 2008. We engage with you that all Drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored if presented at the bank's office during the term of the Letter of Credit.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500".

Respectfully,

COMMUNITY BANK

Larry W. Riggs  
Executive Vice President



COMMUNITY  
BANK

P.O. Box 1990

Noblesville, Indiana 46061

(317) 773-0800 ■ FAX (317) 776-6960

**IRREVOCABLE LETTER OF CREDIT NO. 364**

May 7, 2007

Amount: \$27,500.00

Expires: 5/7/08

For the Account of: C H Partnership  
12401 Old N. Meridian  
Carmel, IN 46032

For Beneficiary: Hamilton County Board of Commissioners

RE: Sub Surface Drain – Hinkle Creek Estates-Section II

To Whom It May Concern:

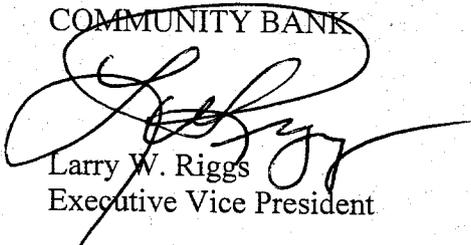
We hereby establish our Irrevocable Letter of Credit No. 364 in favor of the Hamilton County Board of Commissioners for the account of C H Partnership up to the aggregate amount of Twenty Seven Thousand Five Hundred Dollars and 00/100 (\$27,500.00), available by your sight drafts drawn on us bearing the clause, "Drawn under Irrevocable Letter of Credit No. 364" and accompanied by a document which has been executed by the Beneficiary.

This Letter of Credit will expire on May 7, 2008. We engage with you that all Drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored if presented at the bank's office during the term of the Letter of Credit.

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Respectfully,

COMMUNITY BANK



Larry W. Riggs  
Executive Vice President



**COMMUNITY  
BANK**

P.O. Box 1990  
Noblesville, Indiana 46061  
(317) 773-0800 ■ FAX (317) 776-6960

**IRREVOCABLE LETTER OF CREDIT NO. 365**

May 7, 2007

Amount: \$156,675.00  
Expires: 5/7/08

For the Account of: C H Partnership  
12401 Old N. Meridian  
Carmel, IN 46032

For Beneficiary: Hamilton County Board of Commissioners

RE: Storm Water System – Hinkle Creek Estates-Section II

To Whom It May Concern:

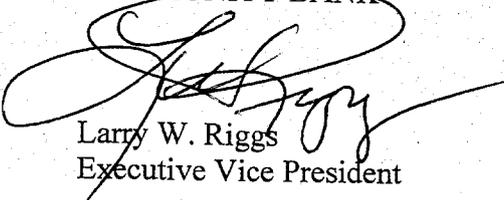
We hereby establish our Irrevocable Letter of Credit No. 365 in favor of the Hamilton County Board of Commissioners for the account of C H Partnership up to the aggregate amount of One Hundred Fifty Six Thousand Six Hundred Seventy Five Dollars and 00/100 (\$156,675.00), available by your sight drafts drawn on us bearing the clause, "Drawn under Irrevocable Letter of Credit No. 365" and accompanied by a document which has been executed by the Beneficiary.

This Letter of Credit will expire on May 7, 2008. We engage with you that all Drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored if presented at the bank's office during the term of the Letter of Credit.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500".

Respectfully,

COMMUNITY BANK



Larry W. Riggs  
Executive Vice President

**FILE**  
02007

**FILED**

**MAY 15 2007**

**OFFICE OF HAMILTON COUNTY SURVEYOR**

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FINDINGS AND ORDER

CONCERNING THE MAINTENANCE OF THE

Hinkle Creek Estates Drain, Section 2 Arm

On this **28th day of January 2008**, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the **Hinkle Creek Estates Drain, Section 2 Arm**.

Evidence has been heard. Objections were presented and considered. The Board then adopted the original/amended Schedule of Assessments. The Board now finds that the annual maintenance assessment will be less than the benefits to the landowners and issues this order declaring that this Maintenance Fund be established.

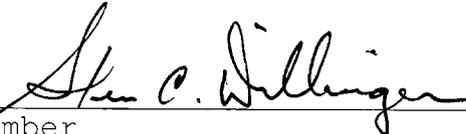
HAMILTON COUNTY DRAINAGE BOARD



\_\_\_\_\_  
President



\_\_\_\_\_  
Member



\_\_\_\_\_  
Member

Attest:

