

Gasb 34 Footages for Historical Cost
Drain Length Log

Drain-Improvement: JW Brendle Drain: Lakeside Park Sec. 1

Drain Type:	Size:	Length	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
SSd	6"	5810	5810	∅		∅
RCP	12"	650	650	∅		
RCP	15"	454	454	∅		
RCP	18"	144	144	∅		
RCP	21"	179	179	∅		
RCP	24"	134	134	∅		
RCP	27"	566	566	∅		
RCP	30"	296	296	∅		
RCP	33"	202	202	∅		

Sum: 8435 8435 ∅ ∅ Bond

Final Report: 8435

Comments:

*GASB 34 – Value Calculations
Lakeside Park Secs. 1 & 2*

Lakeside Park Sec. 1 Bonds: \$400,476.00

JW Brendle– Lakeside Park Sec 1 Arm = $8749 \text{ ft} / 19665 \text{ ft} = 0.4449021 \times (\$400,746.00) = \mathbf{\$178,172.65}$
Elliot Creek– Lakeside Park Sec.1 Arm = $10,916 \text{ ft} / 19665 \text{ ft} + 0.5550978 \times (\$400,746.00) = \mathbf{\$222,303.35}$

Lakeside Park Sec. 2 Bonds: \$79,600.00

JW Brendle– Lakeside Park Sec. 2 Arm = $1916 \text{ ft} / 6205 \text{ ft} = 0.3087832 \times (\$79,600.00) = \mathbf{\$24,579.15}$
Elliot Creek– Lakeside Park Sec. 2 Arm = $4289 \text{ ft} / 6205 \text{ ft} = 0.6912167 \times (\$79,600.00) = \mathbf{\$55,020.85}$



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

March 24, 2003

To: Hamilton County Drainage Board

Re: J.W. Brendel Drain, Lakeside Park Section 1

Attached is a petition by Roehling Enterprises, Inc., non-enforcement request, plans, calculations, quantity summary & assessment roll for the Lakeside Park Section 1 Arm, J.W. Brendel Drain to be located in Clay 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:

6" SSD – 6,214 ft	18" RCP – 145 ft	27" RCP – 454 ft
12" RCP – 652 ft	21" RCP – 178 ft	30" RCP – 300 ft
15" RCP – 456 ft	24" RCP – 141 ft	33" RCP – 209 ft

The total length of the drain will be 8,749 feet.

The retention ponds (Lakes 2 and 7) located in Common Area 8 and in the future section are to be considered part of the regulated drain. The inlet and outlet will be maintained as part of the regulated drain. The maintenance of the ponds (lakes), such as mowing, will be the responsibility of the Homeowners Association. The Board will also retain jurisdiction for ensuring the storage volume for which the lake was designed will be retained. Thereby, allowing no fill or easement encroachments.

The subsurface drains (SSD) to be part of the regulated drain are those located under the curbs. Only the main SSD lines, which are located within the right of way are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain.

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 \$65.00 per lot, \$10.00 per acre, \$10.00 per acre for roadways and common areas, with a \$65.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$2,512.40.

The developer has submitted surety for the construction of the proposed regulated drain. The surety has been submitted for the entire section 1 of Lakeside Park although the facilities are within two drainage sheds, Elliott Creek and Brendel Drain. The sureties from Gulf Insurance Group dated March 3, 2003 are as follows:


Bond Number	B2-1873922	Erosion Control	\$ 53,972.00
Bond Number	B2-1873919	Offsite Storm	\$ 78,348.00
Bond Number	B2-1873917	Sec. 1 Storm RCP & Subsurface Drains	\$268,156.00

Parcels assessed for this drain may be assessed for the Long Branch Drain at sometime in the future.

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 above proposed drain that the Board also approve the attached non-enforcement request. This request is for the reduction of the regulated drain easement to those widths as shown on the secondary plat for Lakeside Park Section 1 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for April 28, 2003.



Kenton C. Ward
Hamilton County Surveyor

KCW/llm

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

TO: HAMILTON COUNTY DRAINAGE BOARD
% Hamilton County Surveyor, Courthouse, Noblesville, IN 46060

In the matter of Lakeside Park Subdivision, Section One 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 Lakeside Park Subdivision, 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 Engineers 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.

FILED
OCT 08 2002
OFFICE OF HAMILTON COUNTY SURVEYOR

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 Petitioner cost as per IC 36-9-27-46.

The Petitioner further requests that the Drain be classified as an Urban Drain.

Raymond H. Roehling

President

Printed Name

Raymond H. Roehling

Signed

Roehling Enterprises, Inc.

Printed Name

RECORDED OWNER(S) OF LAND INVOLVED

DATE _____

FINDINGS AND ORDER

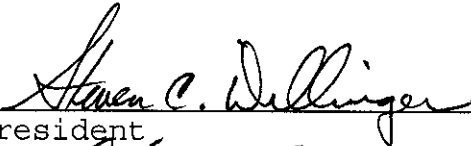
CONCERNING THE MAINTENANCE OF THE

J. W. Brendel Drain, Lakeside Park Section 1 Arm

On this *28th day of April 2003*, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *J. W. Brendel Drain, Lakeside Park Section 1 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: 

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: **Lakeside Park Subdivision, Section 1**

I hereby certify that:

1. I am a Registered Land Surveyor or Engineer in the State of Indiana.
2. I am familiar with the plans and specifications for the above referenced subdivision.
3. I have personally observed and supervised the completion of the drainage facilities for the above referenced subdivision.
4. The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been installed and completed in conformity with all plans and specifications.

Signature: Jeffery W. Darling Date: February 18, 2004

Type or Print Name: Jeffery W. Darling

Business Address: Stoeppelwerth & Associates, Inc.

9940 Allisonville Road, Fishers, Indiana 46038

Telephone Number: (317) 849-5935

SEAL

INDIANA REGISTRATION NUMBER

900017



The following sureties were guaranteed by Gulf Insurance Group and released by the Board on its December 13, 2004 meeting.

Bond-LC No: B2-1873917
Insured For: Storm Sewers
Amount: \$268,156.00
Issue Date: March 3, 2003

Bond-LC No: B2-1873922
Insured For: Erosion Control
Amount: \$53,972.00
Issue Date: March 3, 2003

Bond-LC No: B2-1873919
Insured For: Offsite Storm Sewers
Amount: \$78,348.00
Issue Date: March 3, 2003

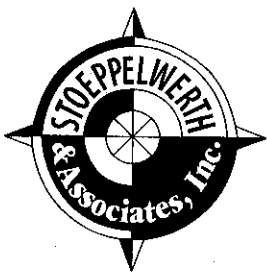
I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,



Kenton C. Ward,
Hamilton County Surveyor

KCW/slm



**CONSULTING ENGINEERS
LAND SURVEYORS**

R.M. Stoeppelwerth, PE, PLS • David J. Stoeppelwerth, PE, PLS • Curtis C. Huff, PLS • Dennis D. Olmstead, PLS • Jeffery W. Darling, PLS

January 16, 2003

Hamilton County Surveyor
One Hamilton County Square
Suite 188
Noblesville, Indiana 46060

Attention: Steve Cash

Re: Lakeside Park, Section 1

Dear Mr. Cash:

Please accept the following Engineer's Estimate for Lakeside Park, Section 1. The amounts are as follows:

Lakeside Park, Section 1 Engineer's Estimate

Description	Quantity	Unit	Unit Price	Total
ON SITE STORM				
Storm Sewer				
12" RCP	✓ 1225	LF	\$15.55	\$19,048.00
15" RCP	✓ 694	LF	\$17.53	\$12,166.00
18" RCP	229	LF	\$20.04	\$4,590.00
21" RCP	✓ 428	LF	\$23.44	\$10,032.00
24" RCP	✓ 394	LF	\$24.39	\$9,609.00
27" RCP	✓ 1501	LF	\$30.48	\$45,751.00
30" RCP	✓ 846	LF	\$34.10	\$28,848.00
33" RCP	✓ 209	LF	\$44.55	\$9,311.00
Storm Manholes	3	EA	\$1,628.00	\$4,884.00
Beehive Inlets	12	EA	\$1,614.00	\$19,368.00
Curb Inlets	30	EA	\$1,500.00	\$45,000.00
Inlet Protection	42	EA	\$35.00	\$1,470.00
Rip-Rap	80	TON	\$40.00	\$3,200.00
12" End-Section	3	EA	\$454.00	\$1,362.00
15" End-Section	2	EA	\$475.00	\$950.00
24" End-Section	1	EA	\$617.00	\$617.00
30" End-Section	8	EA	\$800.00	\$6,400.00
38" End-Section	1	EA	\$1,106.00	\$1,106.00
6" Curb Under Drain	9886	LF	\$4.50	\$44,444.00
Total				\$268,156.00 ✓



Hamilton County Surveyor
 Steve Cash
 January 16, 2003
 Page 2

Lakeside Park, Section 1 Engineer's Estimate cont.

Description	Quantity	Unit	Unit Price	Total
STORM OFF SITE				
Storm Sewer				
12" RCP	105	LF	\$14.54	\$1,527.00
15" RCP	1499	LF	\$16.85	\$25,258.00
24" RCP	61	LF	\$27.20	\$1,659.00
27" RCP	168	LF	\$31.36	\$5,268.00
Storm Manholes 48"	5	EA	\$1,836.00	\$9,180.00
Storm Manhole 2ft x 2ft	5	EA	\$1,711.00	\$8,555.00
15" End-Section	1	EA	\$475.00	\$475.00
24" End-Section	1	EA	\$617.00	\$617.00
Rip-Rap	10	TON	\$40.00	\$400.00
Street Cut-Towne Road	1	LS	-	\$9,656.00
Street Cut-136 th Street	1	LS	-	\$6,870.00
Driveway Cut-136 th Street	1	LS	-	\$3,728.00
Finish Grade Off-Site Storm	1	LS	-	\$5,155.00
Total				\$78,348.00 ✓
Erosion Control				
Permanent Seeding ^{\$23,700.00}	474000	SF	\$0.05	\$24,847.00
R/W Seeding ^{\$5100.00}	102000	SF	\$0.05	\$5,347.00
Silt Fence ^{\$2012.40}	1560	LF	\$1.29	\$2,008.00
Swale Blankets ^{\$17875.20}	127680	SF	\$0.14	\$17,753.00
Temporary Pad Seeding ✓	13	AC	\$309.00	\$4,017.00 ✓
^{\$52704.60} Total				\$53,972.00

Witness my signature this 16th day of JANUARY, 2003.

David J. Stoepfelwerth
 David J. Stoepfelwerth
 Professional Engineer
 No. 19358



S/41760S1/Agency/EngEst



HCDB-2003-00012

3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

Performance Bond No. B2 1873922

KNOW ALL MEN BY THESE PRESENTS THAT Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033
(hereinafter called Principal), as Principal, and the GULF INSURANCE COMPANY, a corporation of the State of Connecticut, with
its Principal Office in Nashville, Tennessee 37214 (hereinafter called Surety), as Surety, are held and firmly bound unto
Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060
(hereinafter called Obligee), in full and just sum of Fifty-Three Thousand Nine Hundred Seventy-Two & Dollars (\$) 53,972.00
00/100*****

To the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a certain written contract dated the 3rd day of March 2003, with the Obligee for Erosion Control Section I

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

- 1) That the obligee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Obligee.
- 2) That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
- 3) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Principal Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee, or the Architect, or Engineer.
- 4) That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for the maintenance or repairs, nor is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
- 5) All suits at law or proceedings in equity to recover on this bond must be instituted within twelve months after the completion of said contract, and in any event within twelve months from the date fixed in said contractor for its completion.

Signed and sealed this 3rd day of March, 2003

Roehling Enterprises, Inc.
(Principal)

Witness Karen E Roehlig

By Secretary Treasurer (Seal)
(Title)

GULF INSURANCE COMPANY
(Surety)

Witness Dave Piz

By Michael D. Ward (Seal)
Michael D. Ward Attorney-In-Fact



3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

Payment Bond No. B2 1873922

PAYMENT BOND

BY THIS BOND, WE, Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033
as Principal, and Gulf Insurance Company, Nashville, Tennessee 37214, a corporation, as Surety, are bound unto
Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060
herein called Owner, in the sum of Fifty-Three Thousand Nine Hundred Seventy-Two & 00/100**** Dollars (\$53,972.00),
for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated the 3rd day of MARCH, 2003
2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under paragraph 1 of this bond; then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

DATED ON 3rd day of March, 2003

Roehling Enterprises, Inc.
Reynold H. Roehling
(Principal)

President (Seal)
(Title)

GULF INSURANCE COMPANY
(Surety)

Michael D. Ward (Seal)
Michael D. Ward Attorney-In-Fact



HCDB-2003-0004

3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

Performance Bond No. B2 1873919

KNOW ALL MEN BY THESE PRESENTS THAT Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033
(hereinafter called Principal), as Principal, and the GULF INSURANCE COMPANY, a corporation of the State of Connecticut, with
its Principal Office in Nashville, Tennessee 37214 (hereinafter called Surety), as Surety, are held and firmly bound unto
Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060
(hereinafter called Obligee), in full and just sum of Seventy-Eight Thousand Three Hundred Forty-Eight Dollars (\$ 78,348.00),
& 00/100****

To the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a certain written contracted dated the 3rd day of March 2003, with the Obligee for Offsite Storm R.C.P.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

- 1) That the obligee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Obligee.
- 2) That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
- 3) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Principal Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee, or the Architect, or Engineer.
- 4) That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for the maintenance or repairs, nor is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
- 5) All suits at law or proceedings in equity to recover on this bond must be instituted within twelve months after the completion of said contract, and in any event within twelve months from the date fixed in said contractor for its completion.

Signed and sealed this 3rd day of March, 2003.

Roehling Enterprises, Inc.
(Principal)

Witness

Karen E Roehling

By

SECRETARY TREASURER (Seal)
(Title)

Witness

Dan E. Pitz

By

GULF INSURANCE COMPANY
(Surety)
Michael D. Ward (Seal)
Michael D. Ward Attorney-In-Fact



3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

Payment Bond No. B2 1873919

PAYMENT BOND

BY THIS BOND, WE, Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033
as Principal, and Gulf Insurance Company, Nashville, Tennessee 37214, a corporation, as Surety, are bound unto
Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060
herein called Owner, in the sum of Seventy-Eight Thousand Three Hundred Forty-Eight & 00/100*** Dollars (\$)78,348.00,
for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated the 3rd day of March, 2003
2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under paragraph 1 of this bond; then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

DATED ON 3rd day of March, 2003

Roehling Enterprises, Inc.
Raymond H. Roehling
(Principal)

President (Seal)
(Title)

GULF INSURANCE COMPANY
(Surety)

Michael D. Ward (Seal)
Michael D. Ward Attorney-In-Fact

HCDB-2003-00016



3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

Performance Bond No. B2 1873917

KNOW ALL MEN BY THESE PRESENTS THAT Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033
(hereinafter called Principal), as Principal, and the GULF INSURANCE COMPANY, a corporation of the State of Connecticut, with
its Principal Office in Nashville, Tennessee 37214 (hereinafter called Surety), as Surety, are held and firmly bound unto
Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060
(hereinafter called Obligee), in full and just sum of Two Hundred Sixty-Eight Thousand One Hundred Dollars (\$)268,156.00),
Fifty-Six and 00/100*****

To the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a certain written contracted dated the 3rd day of March 2003, with the Obligee for Section One Storm R.C.P. & Subsurface Drains

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

- 1) That the obligee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Obligee.
- 2) That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
- 3) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Principal Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee, or the Architect, or Engineer.
- 4) That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for the maintenance or repairs, nor is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
- 5) All suits at law or proceedings in equity to recover on this bond must be instituted within twelve months after the completion of said contract, and in any event within twelve months from the date fixed in said contractor for its completion.

Signed and sealed this 3rd day of March, 2003.

Roehling Enterprises, Inc.
(Principal)

Witness

Karen E Roehling

By

Secretary Treasurer (Seal)
(Title)

Witness

Dave Puz

By

GULF INSURANCE COMPANY
(Surety)
Michael D. Ward (Seal)
Michael D. Ward Attorney-In-Fact



3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

Payment Bond No. B2 1873917

PAYMENT BOND

BY THIS BOND, WE, Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033
as Principal, and Gulf Insurance Company, Nashville, Tennessee 37214, a corporation, as Surety, are bound unto Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060
herein called Owner, in the sum of Two Hundred Sixty-Eight Thousand One Hundred Fifty-Six & 00/100 Dollars (\$)268,156.00),

for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated the 3rd day of MARCH, 2003
2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under paragraph 1 of this bond; then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

DATED ON 3rd day of March, 2003

Roehling Enterprises, Inc.
David H. Roehling
(Principal)

President (Seal)
(Title)

GULF INSURANCE COMPANY
(Surety)

Michael D. Ward (Seal)
Michael D. Ward Attorney-in-Fact

HCDB-2003-00012

3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

Performance Bond No. B2 1873922

KNOW ALL MEN BY THESE PRESENTS THAT Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033
(hereinafter called Principal), as Principal, and the GULF INSURANCE COMPANY, a corporation of the State of Connecticut, with
its Principal Office in Nashville, Tennessee 37214 (hereinafter called Surety), as Surety, are held and firmly bound unto Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060
(hereinafter called Obligee), in full and just sum of Fifty-Three Thousand Nine Hundred Seventy-Two & Dollars (\$53,972.00),
00/100*****

To the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a certain written contract dated the 3rd day of March 2003, with the Obligee for Erosion Control Section I

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

- 1) That the obligee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Obligee.
- 2) That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
- 3) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Principal Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee, or the Architect, or Engineer.
- 4) That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for the maintenance or repairs, nor is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
- 5) All suits at law or proceedings in equity to recover on this bond must be instituted within twelve months after the completion of said contract, and in any event within twelve months from the date fixed in said contractor for its completion.

Signed and sealed this 3rd day of March, 2003.

Witness Karen E Roehling

Roehling Enterprises, Inc.
(Principal)

By Secretary Treasurer (Seal)
(Title)

Witness Dave Pi

GULF INSURANCE COMPANY
(Surety)

By Michael D. Ward (Seal)
Michael D. Ward Attorney-In-Fact



3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

Payment Bond No. B2 1873922

PAYMENT BOND

BY THIS BOND, WE, Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033
as Principal, and Gulf Insurance Company, Nashville, Tennessee 37214, a corporation, as Surety, are bound unto
Hamilton County Board of Commissioners 1700 South 10th Street Noblesville, IN 46060
herein called Owner, in the sum of Fifty-Three Thousand Nine Hundred Seventy-Two & 00/100**** Dollars (\$53,972.00),
for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated the 3rd day of MARCH, 2003
2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under paragraph 1 of this bond; then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

DATED ON 3rd day of March, 2003

Roehling Enterprises, Inc.
Raymond H. Roehling
(Principal)

President (Seal)
(Title)

GULF INSURANCE COMPANY
(Surety)

Michael D. Ward (Seal)
Michael D. Ward Attorney-In-Fact



3055 Lebanon Road, Suite 3-1100, Building Three
Nashville, TN 37214

BOND RIDER

To be attached to and form a part of Performance and Payment Bond

Bond No. B2 1873922 Dated 3rd of March, 2003

Roehling Enterprises, Inc. 11722 Bradford Place Carmel, IN 46033, as Principal, and

GULF INSURANCE COMPANY, as Surety, in favor of Hamilton County Board of Commissioners

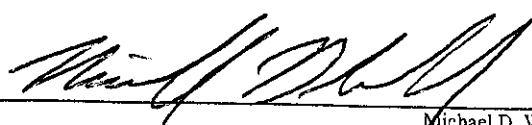
1700 South 10th Street Noblesville, IN 46060, as Obligee.

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below:
worked being performed at Lakeside Park Subdivision Sections I and II

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.
This Bond Rider shall become effective: 03-03-2003

IN WITNESS WHEREOF, GULF INSURANCE COMPANY has caused its corporate seal to be hereunto affixed
this: March 13, 2003

GULF INSURANCE COMPANY

 (Seal)
Michael D. Ward
Attorney-in-Fact

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

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Gulf Insurance Company does hereby make, constitute and appoint

Dan E. Ries

Susan A. Yeazell

Michael D. Ward

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



GULF INSURANCE COMPANY

Lawrence P. Minter

Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



Angie Mahabir-Begazo

ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 3rd day of March, 2003

George Biancardi

George Biancardi
Senior Vice President

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT**

POWER OF ATTORNEY

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STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



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Dated the 3rd day of March, 2003

George Biancardi

George Biancardi
Senior Vice President

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COUNTY OF NEW YORK } SS



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Signed and Sealed at the City of New York.



Dated the 3rd day of March, 2003

George Blinard

George Blinard
Senior Vice President

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

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COUNTY OF NEW YORK } SS



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Dated the 13th day of March, 20 03

George B. Steward

George B. Steward
Senior Vice President

GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT

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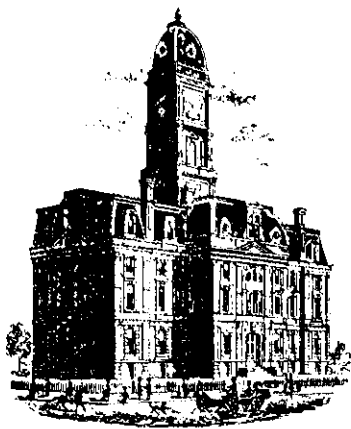
Signed and Sealed at the City of New York.



Dated the 3rd day of March, 2003

George Biancard

George Biancard
Senior Vice President



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

To: Hamilton County Drainage Board

December 13, 2003

Re: JW Brendle Drain: Lakeside Park Sec. 1

Attached are as-builts, certificate of completion & compliance, and other information for Lakeside Park Sec. 1. An inspection of the drainage facilities for this section has been made and the facilities were found to be complete and acceptable.

During construction, changes were made to the drain, which will alter the plans submitted with my report for this drain-dated March 24, 2003. The report was approved by the Board at the hearing held April 28, 2003. (See Drainage Board Minutes Book 7, Pages 48-50)

The changes are as follows:

Structure:	T.C.:	I.E.:	Pipe:	Length:	Grade:	Original:	Difference:
122	910.98	908.36					
121	913.87	908.05	12	147	0.21		
121	913.87	908.05					
120	913.81	907.96	15	36	0.25		
120	913.81	907.96					
119	912.8	907.15	15	192	0.42	193	-1
119	912.8	907.15					
118	914.2	906.76	18	144	0.27	145	-1
118	914.2	906.76					
117	914.12	906.6	21	31	0.52		
117	914.12	906.6					
114	912.8	906.28	21	148	0.22	147	1
116	915.07	910.84					
115	915.02	910.48	12	36	1		
115	915.02	910.48					
114	912.8	909.08	12	150	0.93	148	2
114	912.8	906.28					
113	912.32	905.84	24	80	0.55		
113	912.32	905.84					
112	914.29	905.42	27	157	0.27	153	-4
112	914.29	905.42					
109	914.36	905.32	27	30	0.33		
109	914.36	905.32					
108		905	27	102	0.31	103	-1
111	914.67	910.51					

110	914.88	910.17	12	30	1.13		
110	914.88	910.17					
109	914.36	908.45	12	148	1.16	150	-2
127A		906.58					
127	913	906.29	30	110	0.26	114	-4
127	913	906.29					
126	913.27	905.95	30	125	0.27		
126	913.27	905.95					
125	912.61	905.66	30	61	0.48		
125	912.61	905.66					
124	912.72	905.58	33	30	0.27		
124	912.72	905.58					
123		904.99	33	172	0.34	179	-7
130	913.84	909.68					
129	913.8	909.63	12	36	0.14		
129	913.8	909.63					
128		906.49	15	226	1.39	227	-1
104	912.04	909.59					
EX 261	911.88	908.88	12	103	0.69	105	-2
103		905.11					
102	912.21	905.03	24	54		57	
102	912.21	905.03					
101	912.23	904.98	27	36			
101	912.23	904.98					
101B	913.28	904.93	27	25			
101B	913.28	904.93					
101A	913.43	904.75	27	105		110	-5
101A	913.43	904.75					
270	911.88	904.6	27	111		100	11

6" SSD Streets:

Windy Knoll Ln	620
Fieldshire Ter.	544
Four Seasons	346
Ambleswind Pl	500
Heathmoor Park Dr. S.	895
Totalx2:	<u>5810</u>

RCP Pipe Totals:

12	650
15	454
18	144
21	179
24	134
27	566
30	296
33	202
Total:	<u>2625</u>

The length of the drain due to the changes described above is now **8,435 feet**.

The non-enforcement was approved by the Board at its meeting on April 28, 2003 and recorded under instrument #200300116831.

The following sureties were guaranteed by Gulf Insurance Group and released by the Board on its December 13, 2004 meeting.

Bond-LC No: B2-1873917
Insured For: Storm Sewers
Amount: \$268,156.00
Issue Date: March 3, 2003

Bond-LC No: B2-1873922
Insured For: Erosion Control
Amount: \$53,972.00
Issue Date: March 3, 2003

Bond-LC No: B2-1873919
Insured For: Offsite Storm Sewers
Amount: \$78,348.00
Issue Date: March 3, 2003

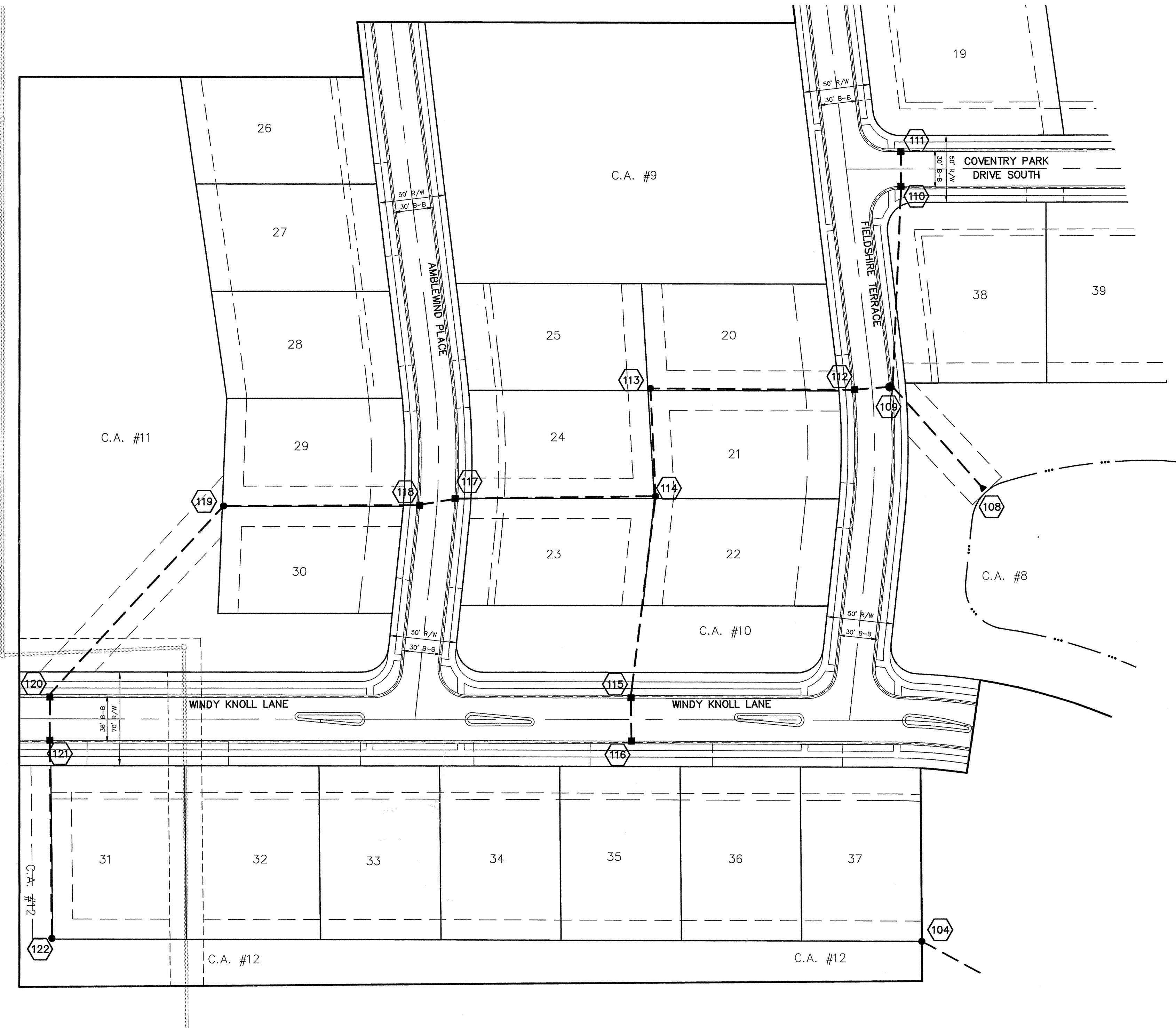
I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,

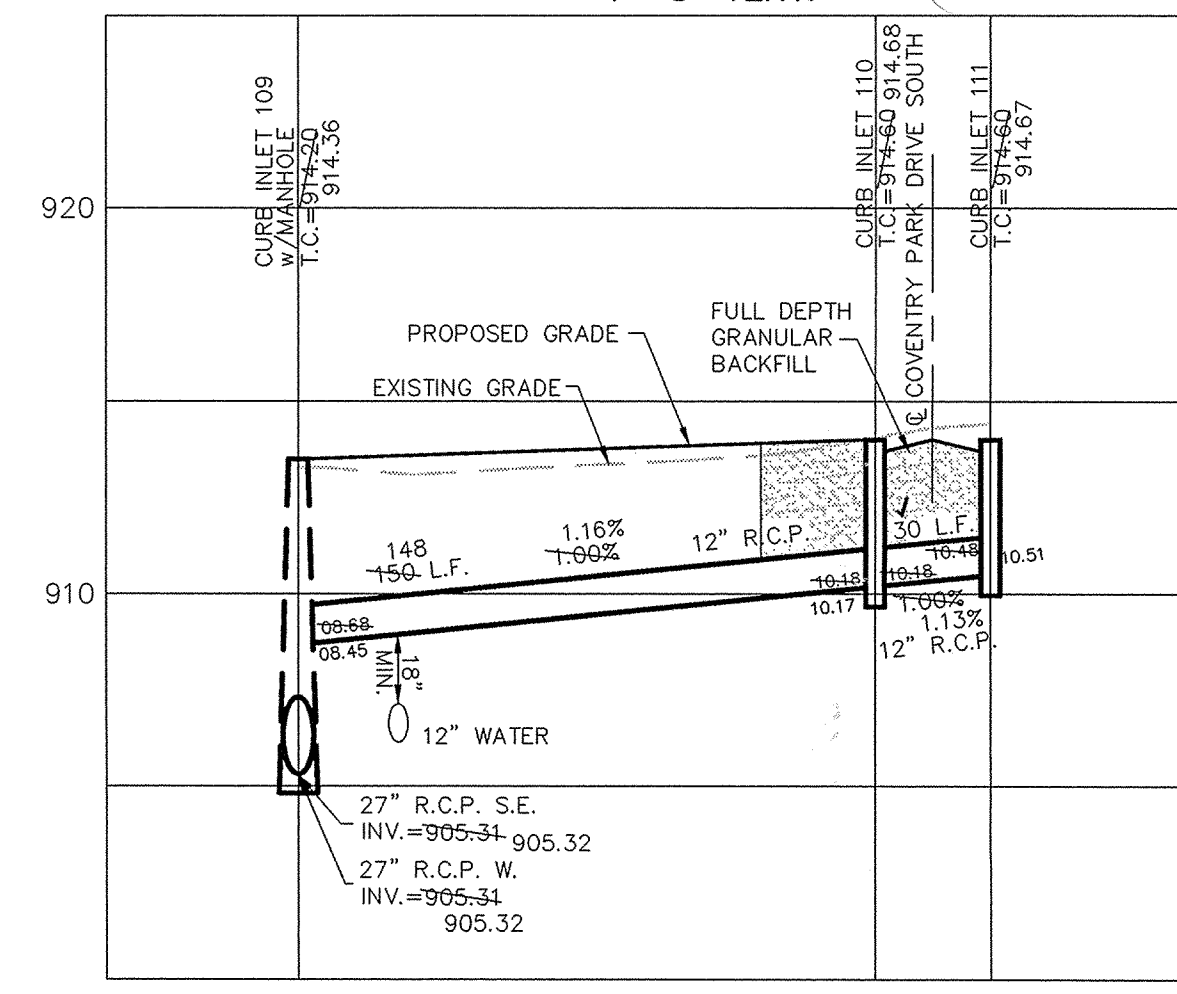


Kenton C. Ward,
Hamilton County Surveyor

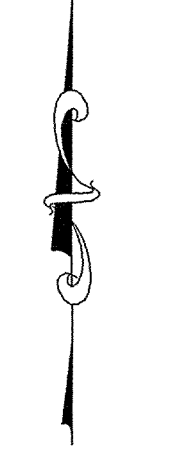
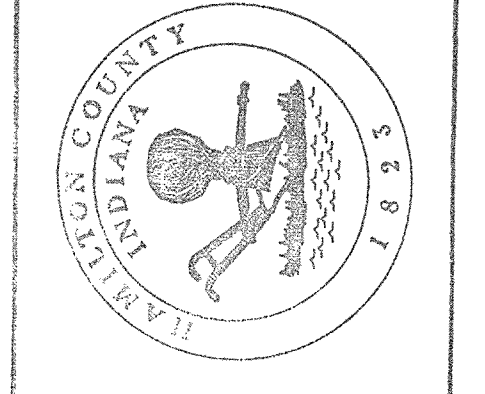
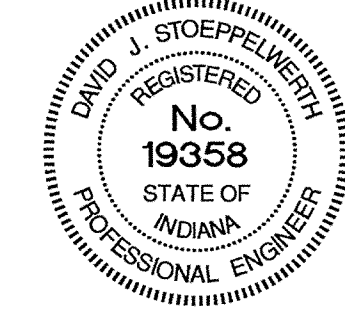
KCW/slm



SCALE: 1"=50' HOR.
1"=5' VERT. (Jw Brendle)

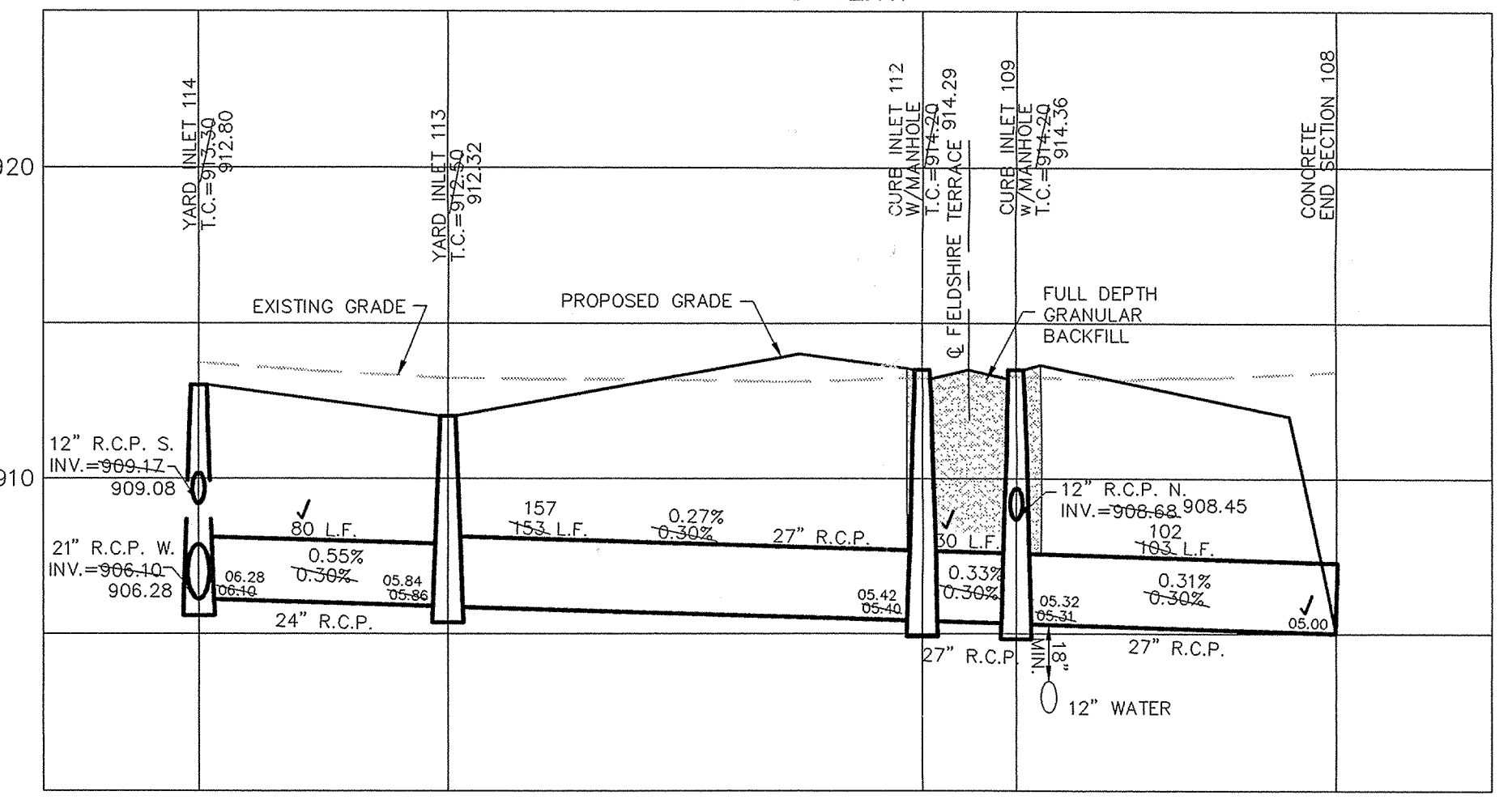


This information was gathered for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.
Entry Date: 12-8-04
Entered by: Suzanne M. ILS



SCALE: 1"= 50'

SCALE: 1"=50' HOR.
1"=5' VERT. (Jw Brendle)

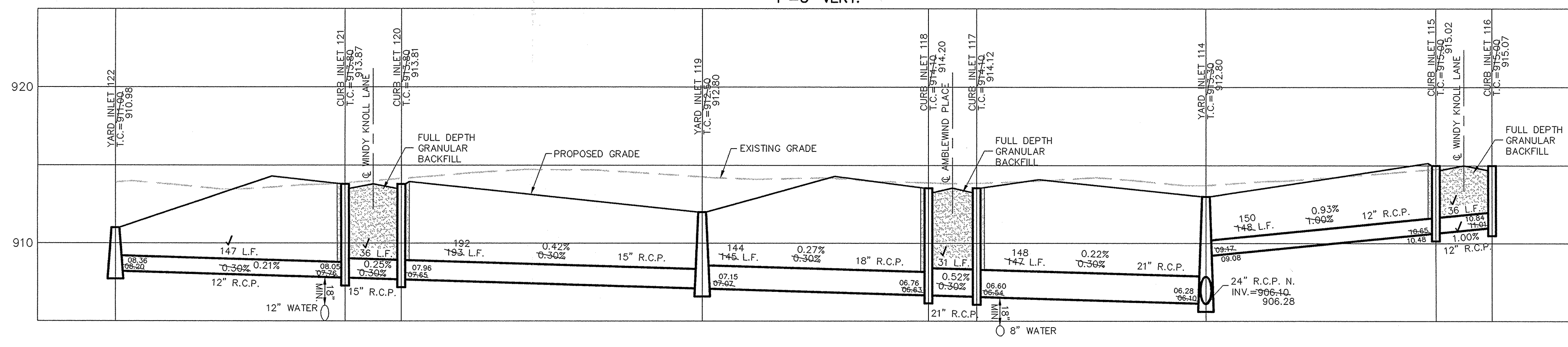


RECORD DRAWING

Jeffery W. Darling
JEFFERY W. DARLING
Registered Land Surveyor
No. 900017
DATE: 2/18/04



SCALE: 1"=50' HOR. (Jw Brendle) ✓
1"=5' VERT.



PIPE SIZE	STRUCTURES LESS THAN 48" FROM T/C TO INVERT	STRUCTURES GREATER THAN 48" FROM T/C TO INVERT	ANGLE AND QUALITY OF PIPES WILL REQUIRE SPECIAL DESIGN	STEPS REQUIRED	CURB CASTING *R-3501 N	CASTING *3501 TL & TR
12" to 18"	24"x24"		DESIGN APPROVAL	No	Yes	Yes
12" to 21"	30"x30"		DESIGN APPROVAL	No	Yes	Yes
18" to 21"		MH/BOX	DESIGN APPROVAL	Yes	Yes	Yes
21" to 27"	24"x36"		DESIGN APPROVAL	No	No	Yes
12" to 24"	36"x36"		DESIGN APPROVAL	No	Yes	Yes
24" OR LARGER			DESIGN APPROVAL	No	No	Yes
24" or LARGER		MH/BOX	DESIGN APPROVAL	Yes**	Yes	Yes

* PIPES NO LARGER THAN 18" CAN BE USED IN THE 2' SIDE OF THIS BOX
** INCOMING AND OUT GOING PIPES EFFECT STEPS IN THIS STRUCTURE
SPECIAL NOTE: STRUCTURES DEEPER THAN 48" FROM T/C TO INVERT WILL BE MH. OR A BOX WITH STEPS UNLESS SPECIAL DESIGN IS APPROVED.
SPECIAL NOTE: STRUCTURES WILL BE DESIGNED FOR MAXIMUM FLOW IN PIPES
SPECIAL NOTE: COUNTY MAY REQUIRE STEPS TO BE INSTALLED AFTER STRUCTURE IS SET, TO IMPROVE ACCESS.

CERTIFIED: 10/01/02
OWN: BAH
OK BY: EEF
SCALE: 1"=50'
DATE: 2/18/04
BY: BAH

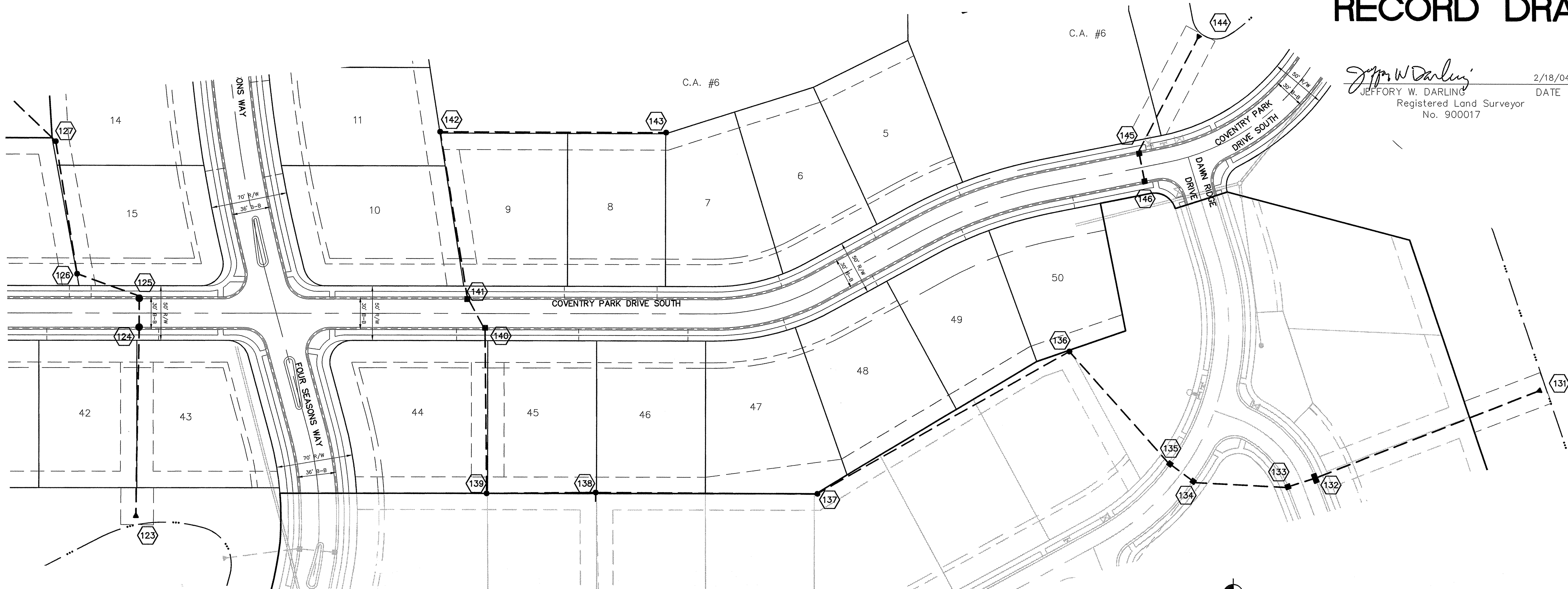
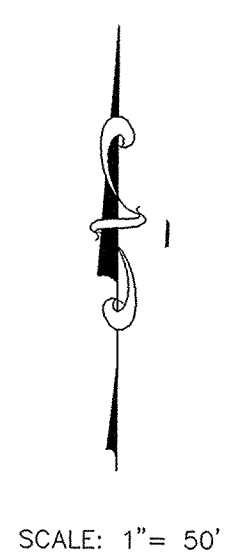
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STORM SEWER PLAN & PROFILE
LAKESIDE PARK SECTION 1
CARMEL INDIANA

SHEET NO. 21 OF 31 SHEETS
JOB NO. 41760

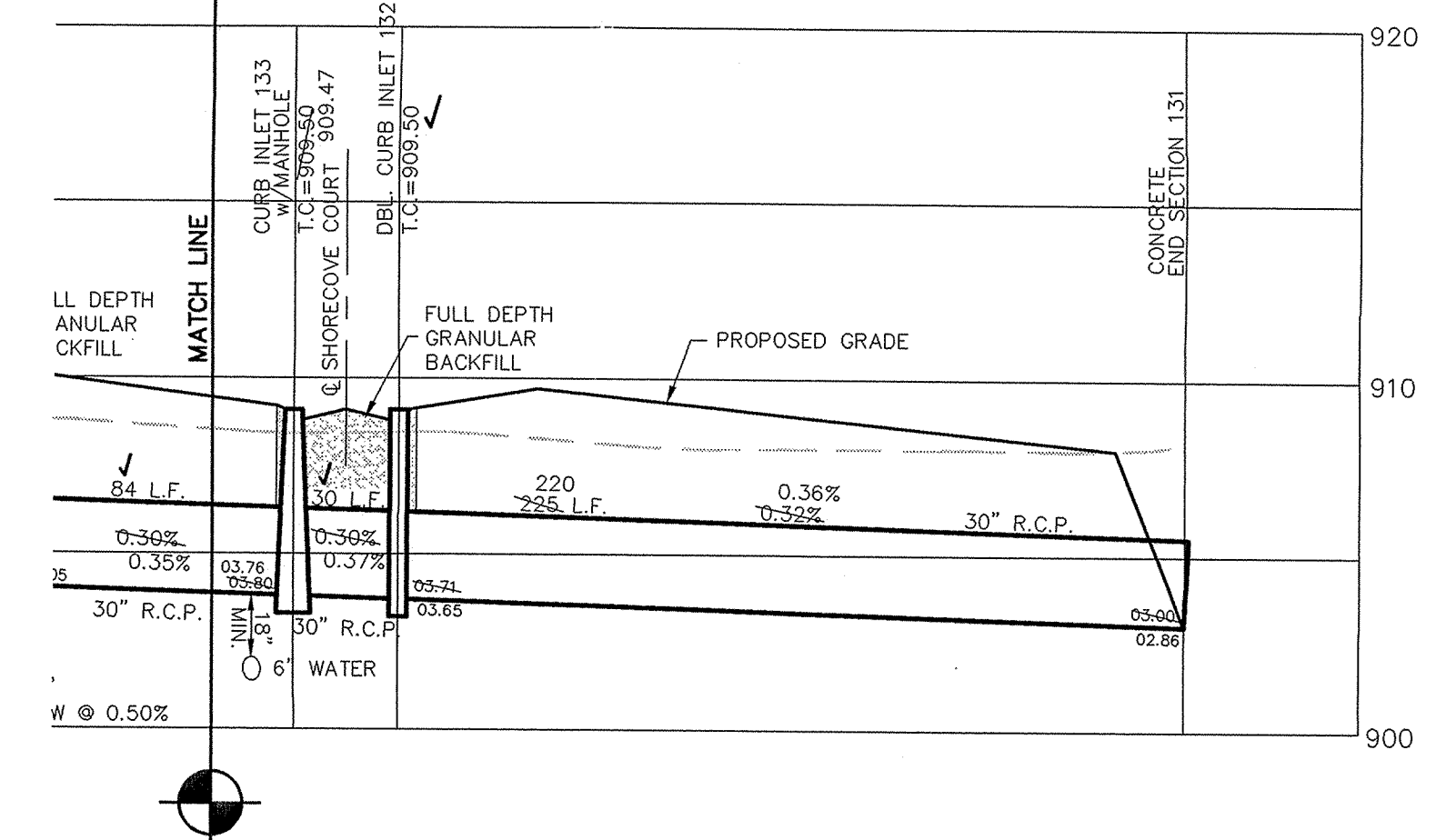
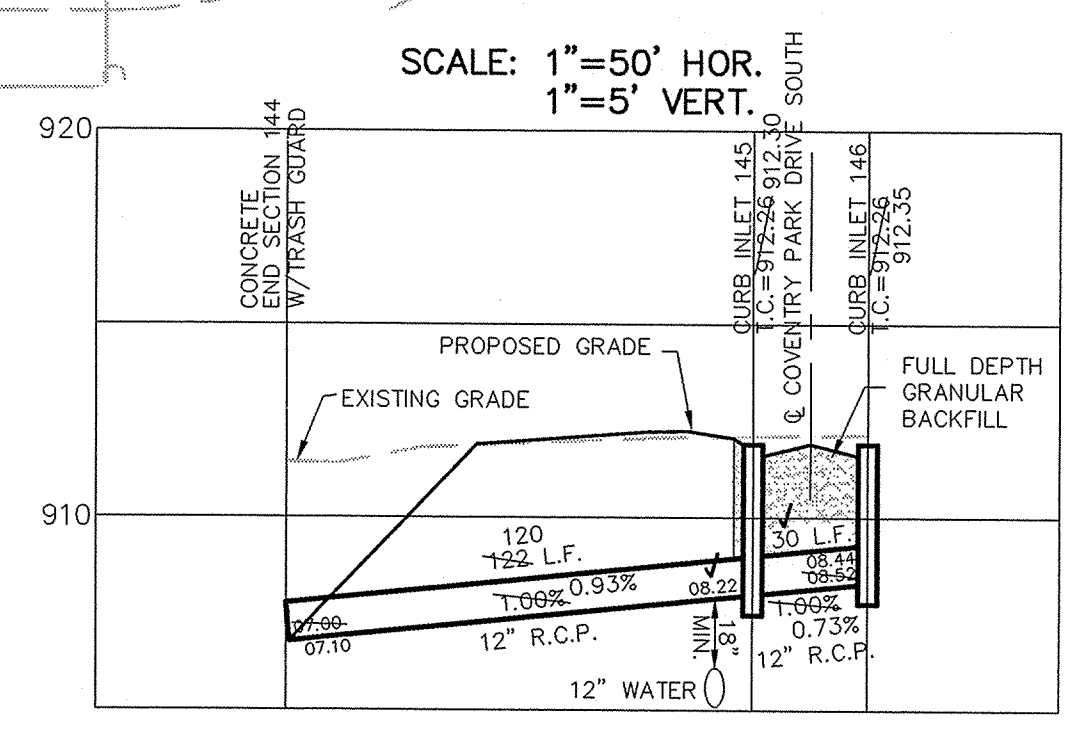
RECORD DRAWING

JEFFERY W. DARLING
 Registered Land Surveyor
 No. 900017
 DATE 2/18/04

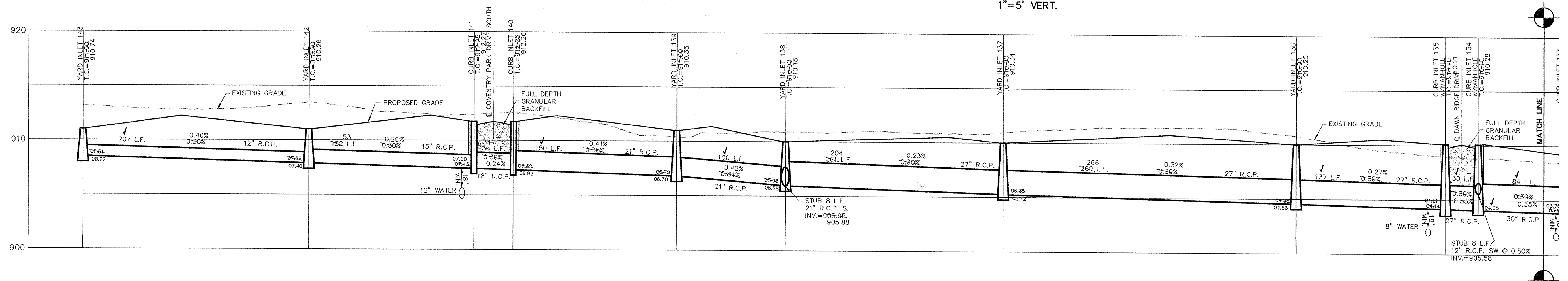


PIPE SIZE	STRUCTURES LESS THAN 48" FROM T/C TO INVERT	STRUCTURES GREATER THAN 48" FROM T/C TO INVERT	ANGLE AND QUALITY OF PIPES WILL REQUIRE SPECIAL DESIGN	STEPS REQUIRED	CURB CASTING *R-3501 N	CASTING *3501 TL & TR
12" to 18"	24"x24"		DESIGN APPROVAL	No	Yes	Yes
12" to 21"	30"x30"		DESIGN APPROVAL	No	Yes	Yes
18" to 21"		MH/BOX	DESIGN APPROVAL	Yes	Yes	Yes
21" to 27"	24"x36"		DESIGN APPROVAL	No	No	Yes
12" to 24"	36"x36"		DESIGN APPROVAL	No	Yes	Yes
24" OR LARGER	DESIGN APPROVAL		DESIGN APPROVAL	No	No	Yes
24" or LARGER		MH/BOX	DESIGN APPROVAL	Yes**	Yes	Yes

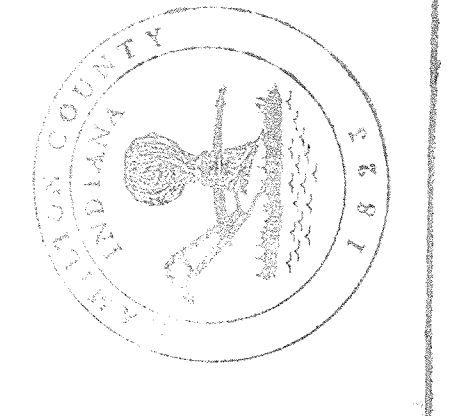
* PIPES NO LARGER THAN 18" CAN BE USED IN THE 2" SIDE OF THIS BOX
 ** INCOMING AND OUT GOING PIPES EXCEPT STEPS IN THIS STRUCTURE
SPECIAL NOTE: STRUCTURES GREATER THAN 48" FROM T/C TO INVERT WILL BE A M.H. OR A BOX WITH STEPS UNLESS SPECIAL DESIGN IS APPROVED.
SPECIAL NOTE: STRUCTURES WILL BE DESIGNED FOR MAXIMUM FLOW IN PIPES
SPECIAL NOTE: COUNTY MAY REQUIRE STEPS TO BE INSTALLED AFTER STRUCTURE IS SET TO IMPROVE ACCESS.



SCALE: 1"=50' HOR.
 1"=5' VERT.



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 Entered by: Suzanne Mills



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STORM SEWER PLAN & PROFILE
 LAKESIDE PARK SECTION 1
 CARMEL INDIANA

SHEET NO. 22
 OF 31 SHEETS
 JOB NO. 41760

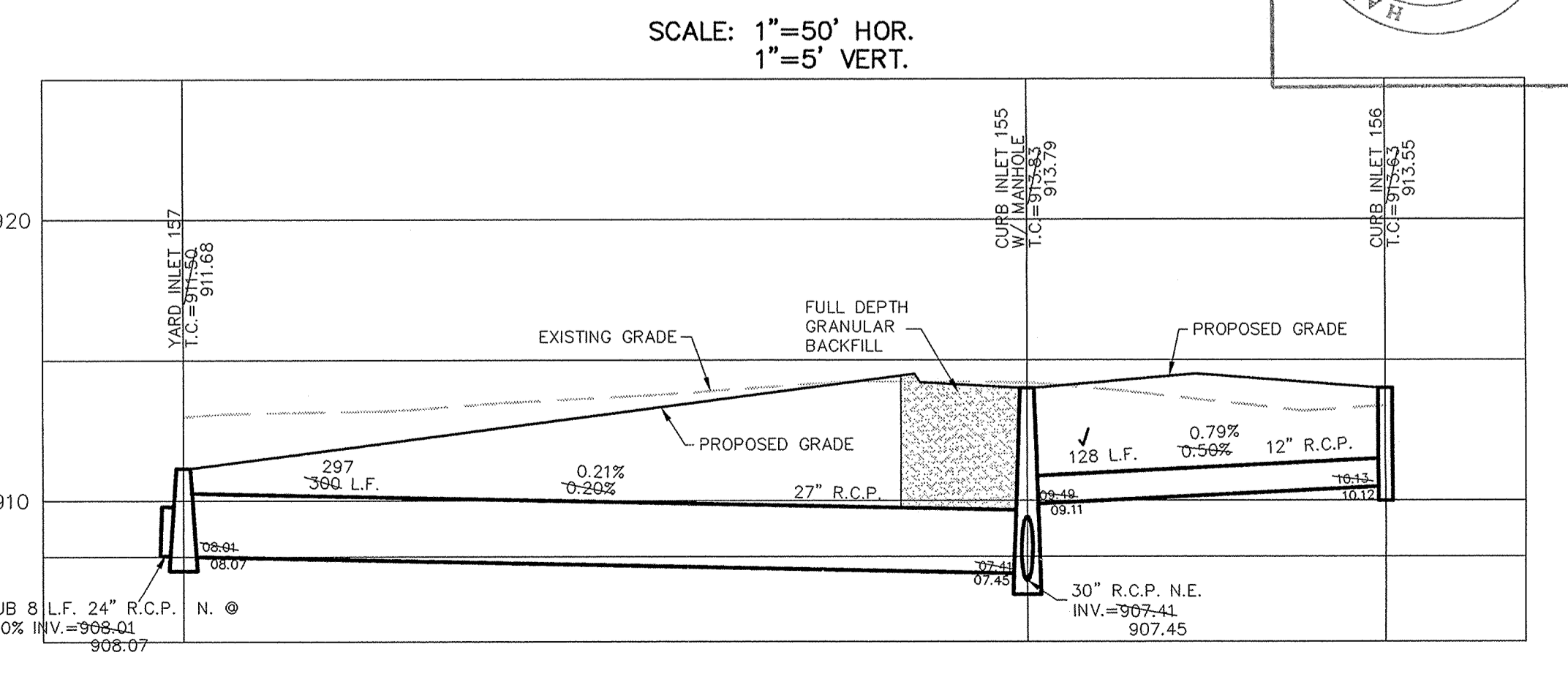
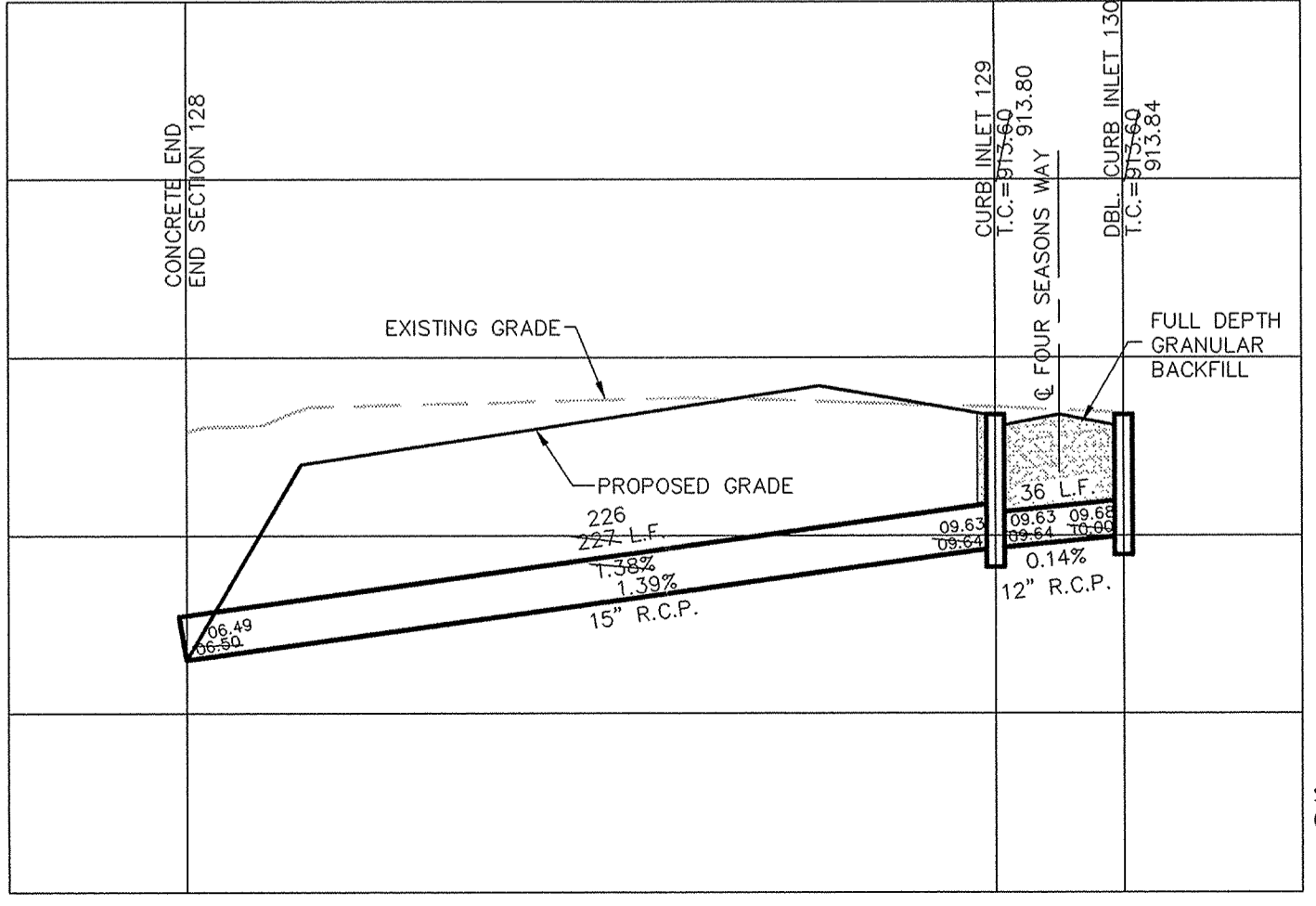
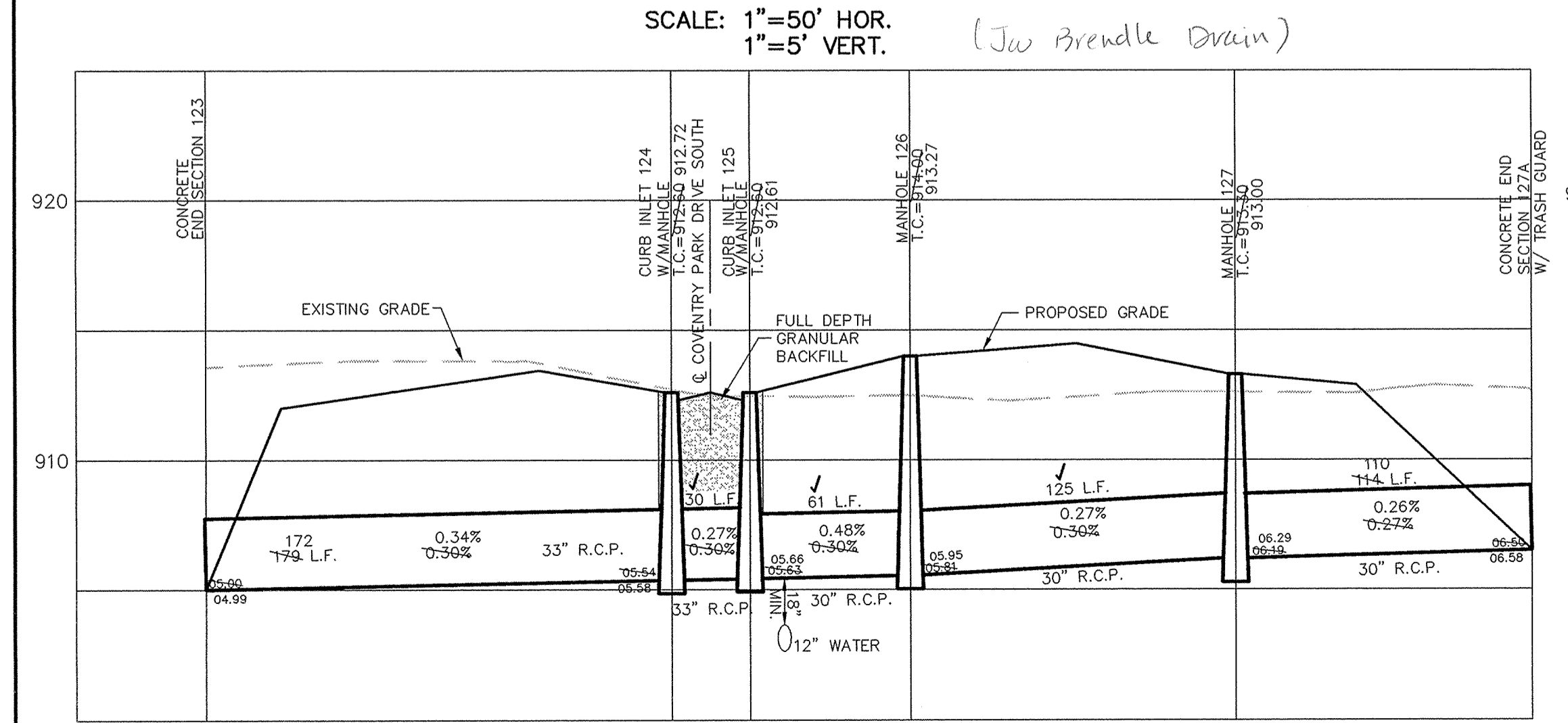
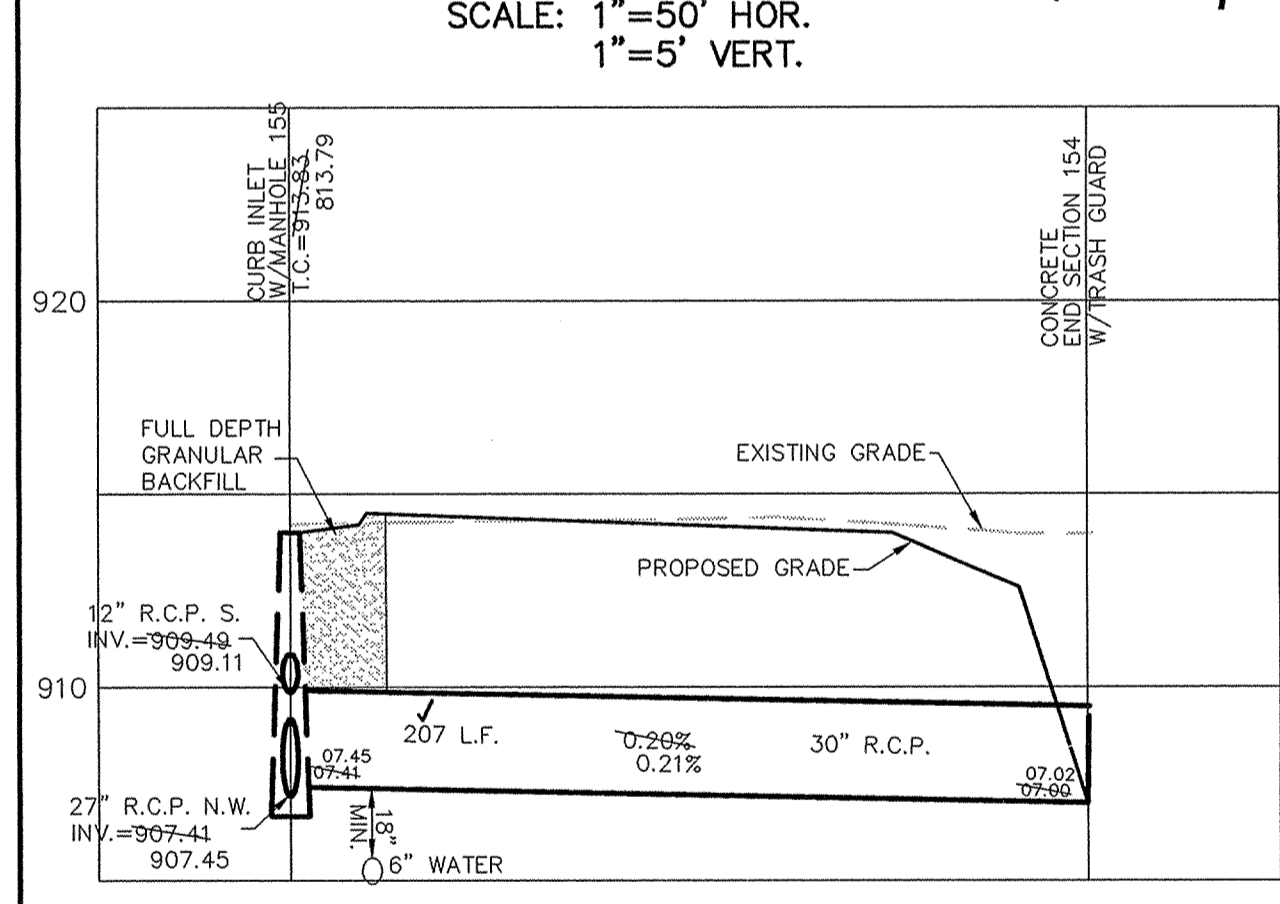
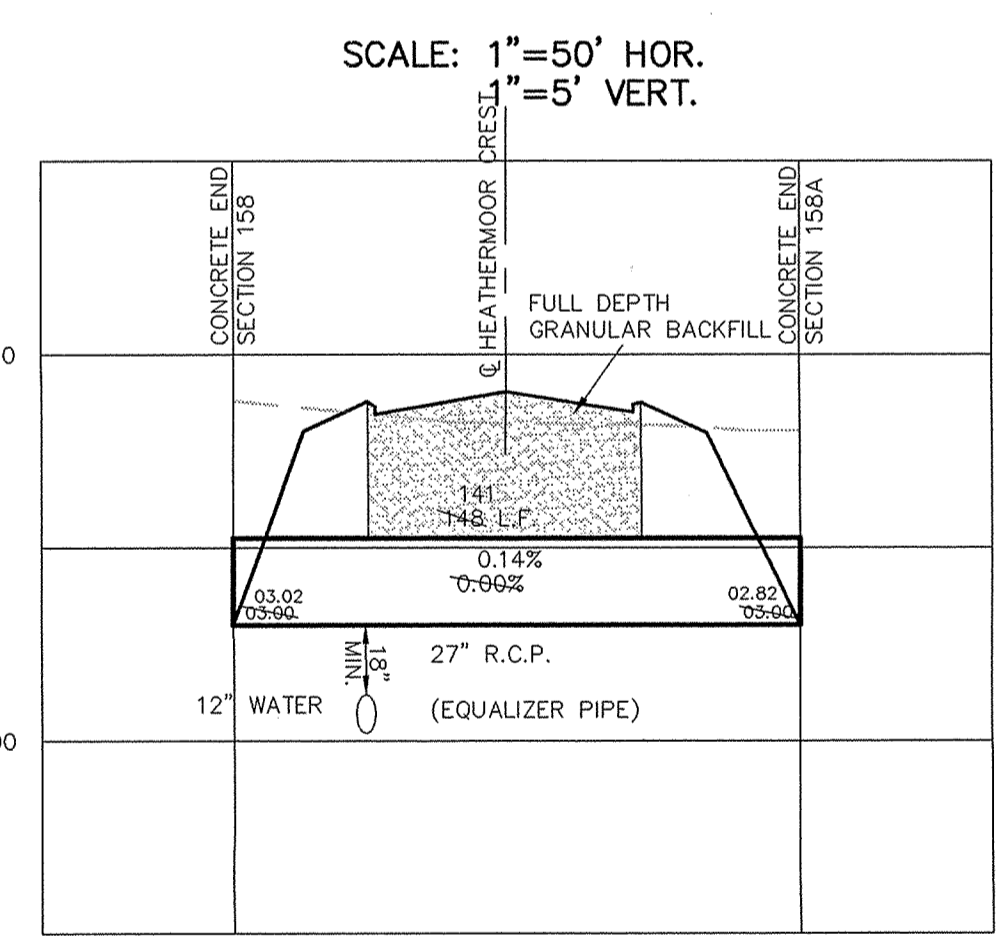
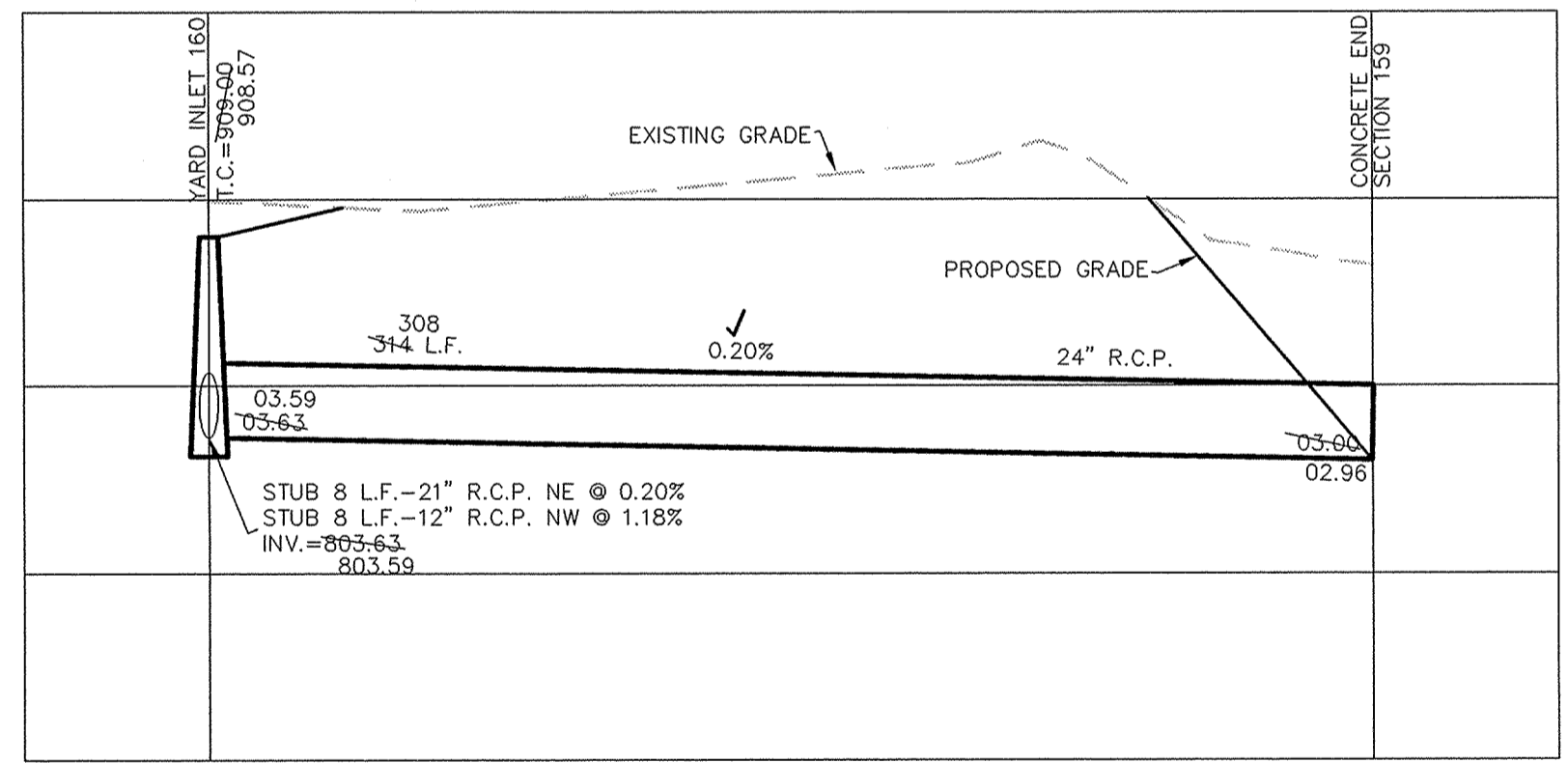
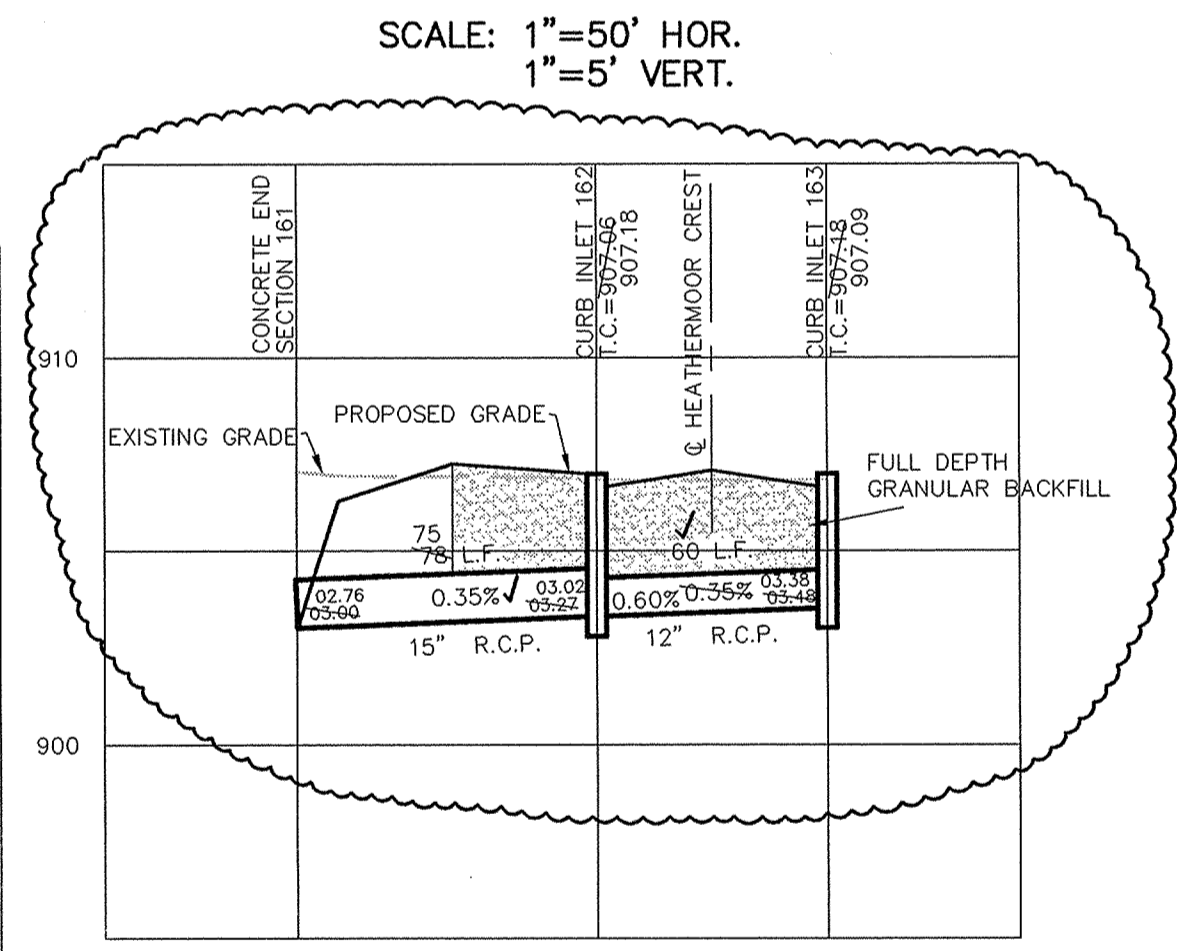
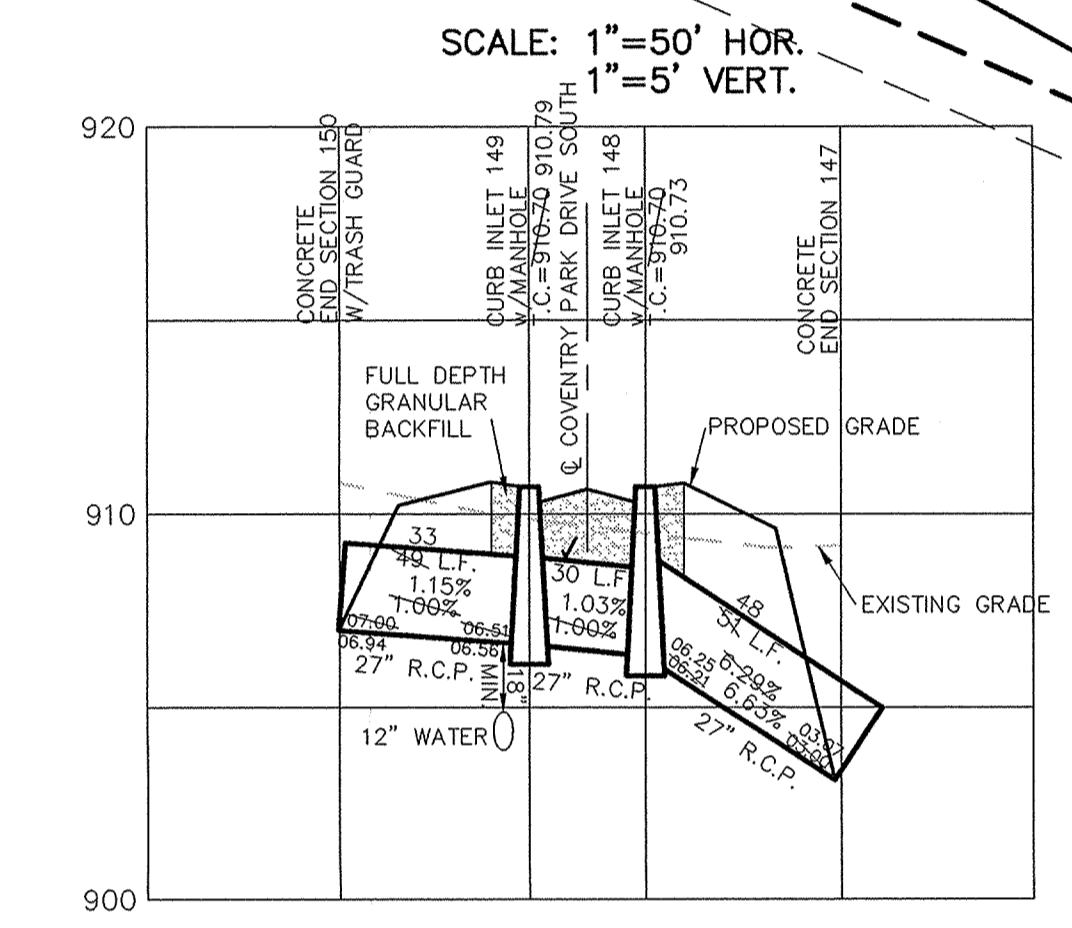
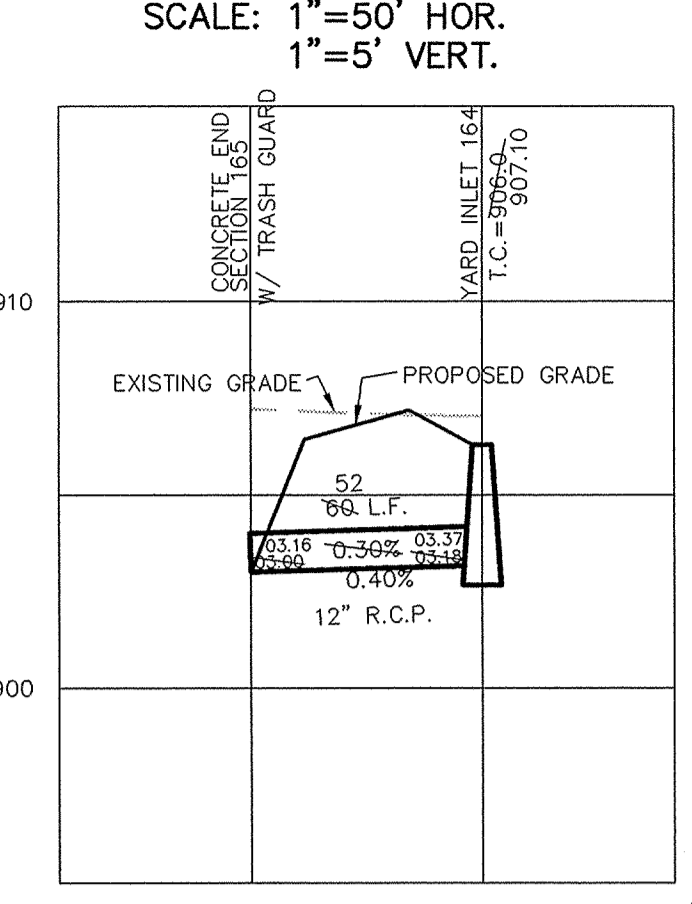
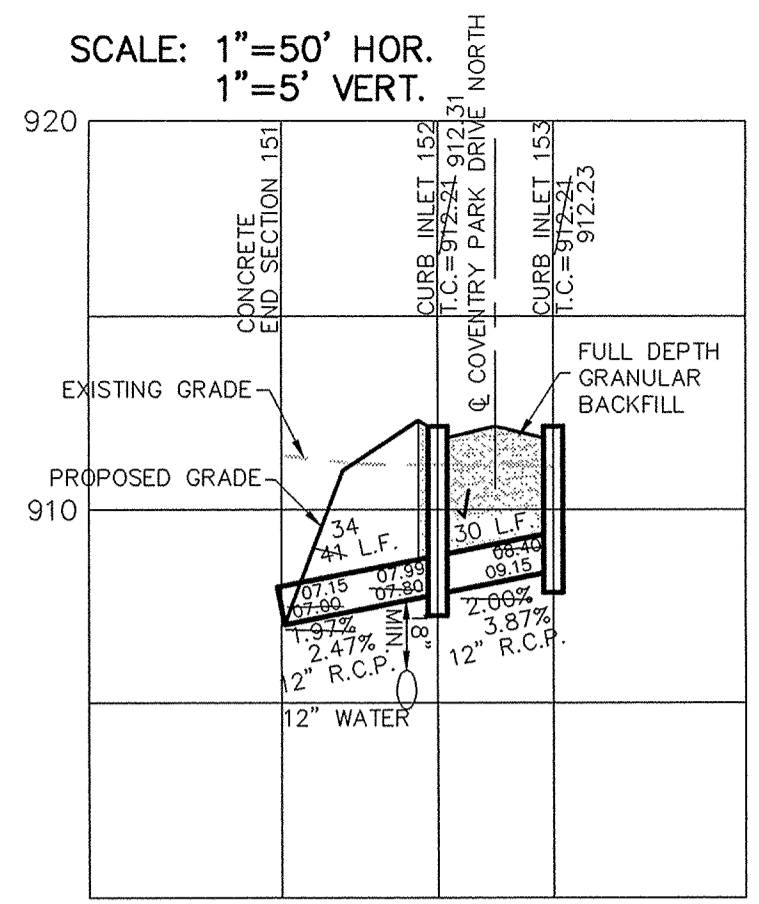
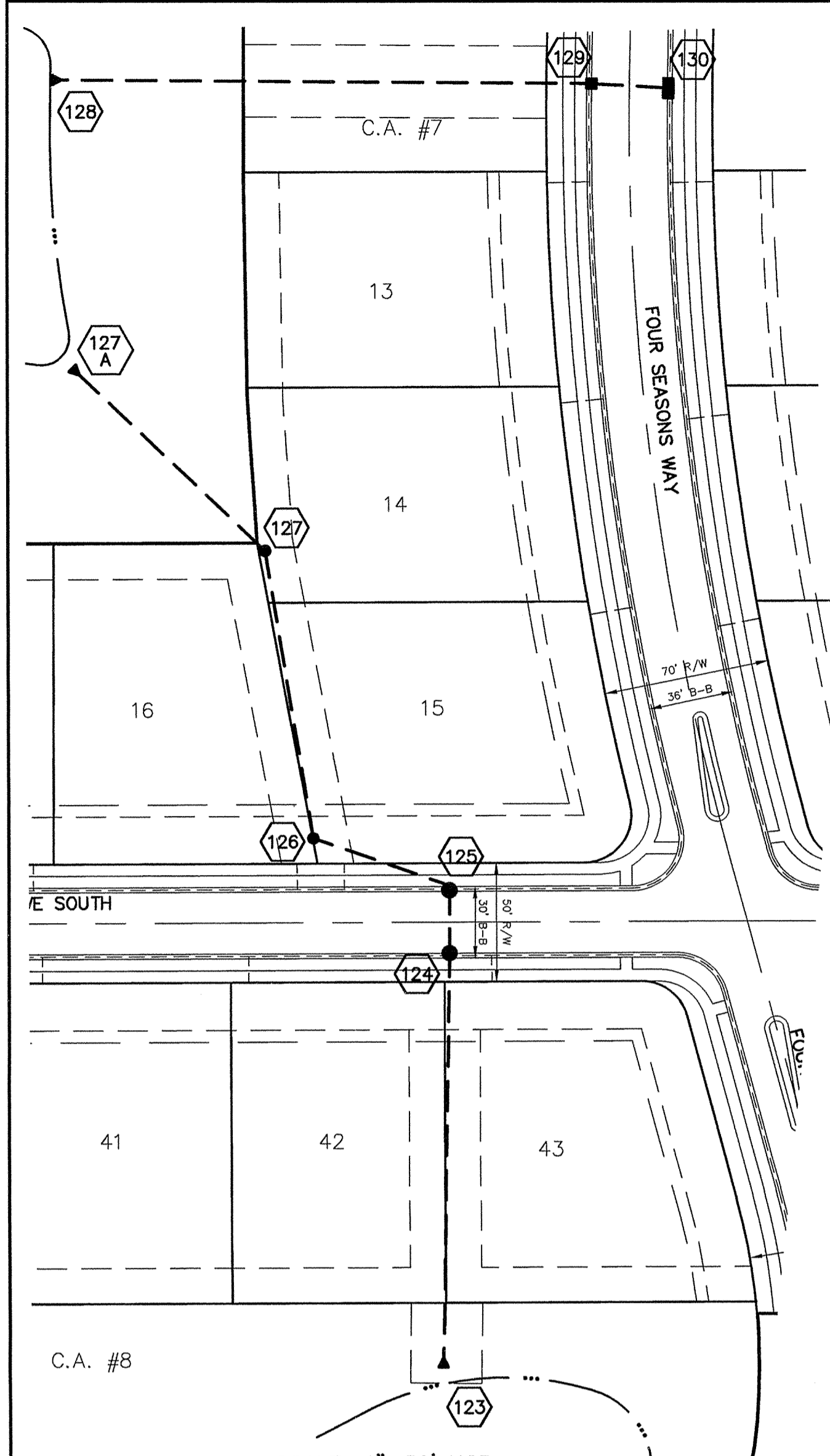
DATE	BY	REVISIONS
10/01/02	DAH	AS BUILT
2/19/04	EFF	
10/01/02	DATE	MARK

CERTIFIED: 10/01/02
 David J. Stappellweh
 REGISTERED PROFESSIONAL ENGINEER
 No. 19358
 STATE OF INDIANA

RECORD DRAWING

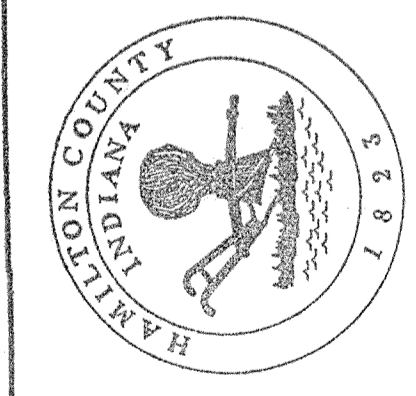
Jeffrey W. Darling
 JEFFERY W. DARLING
 Registered Land Surveyor
 No. 900017

2/18/04
 DATE



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Entry Date: *12-8-04*
 Entered by: *Suzanne Mills*



DATE	BY	REVISIONS
10/01/02	David J. Stappeler	

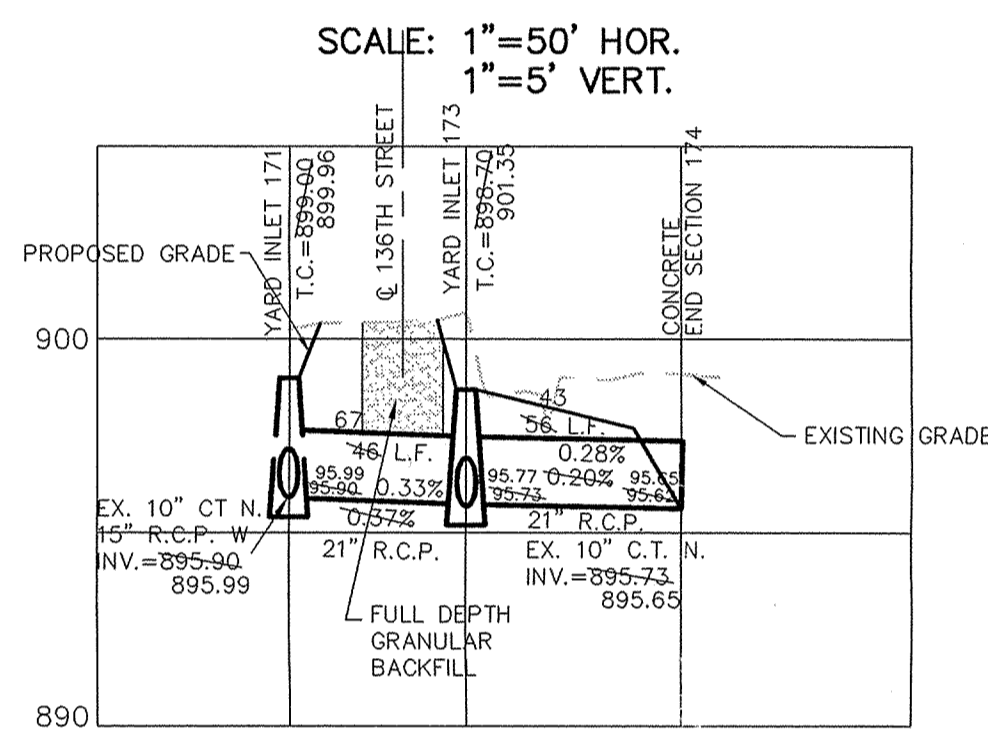
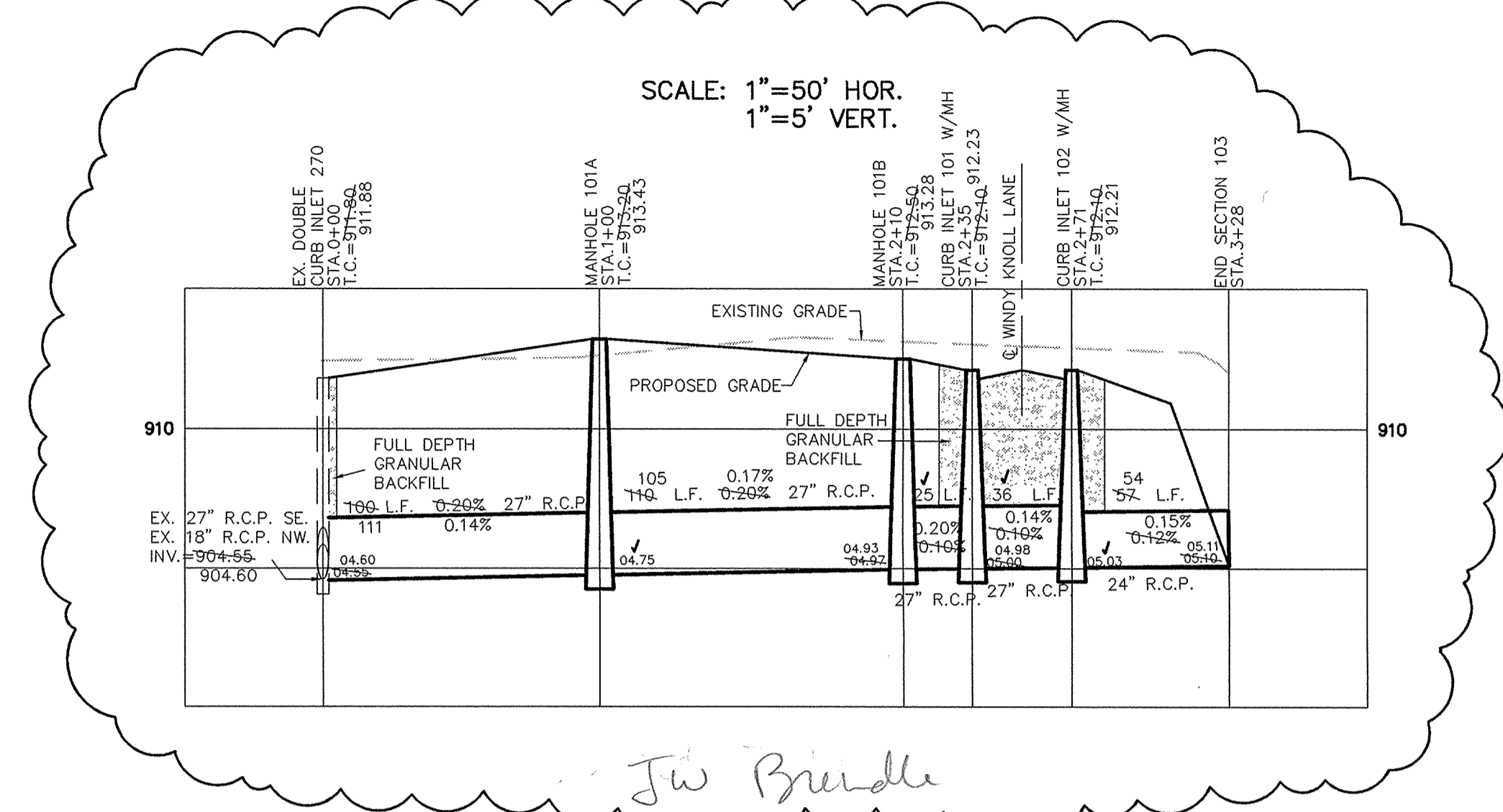
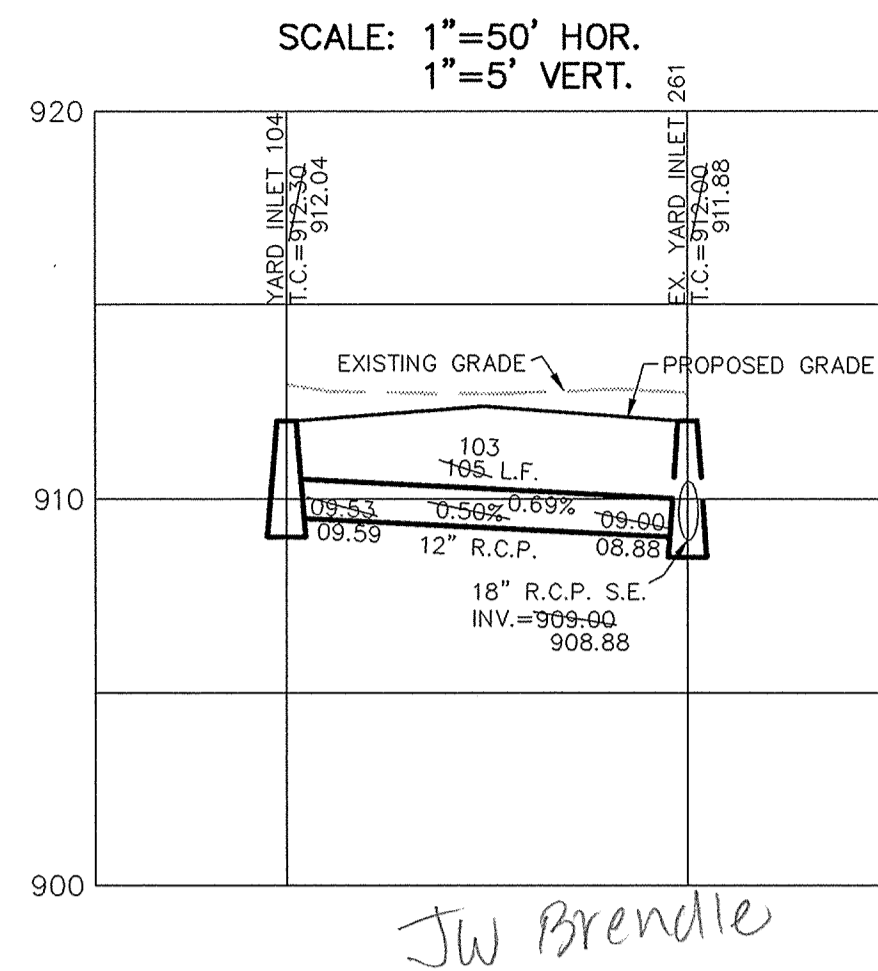
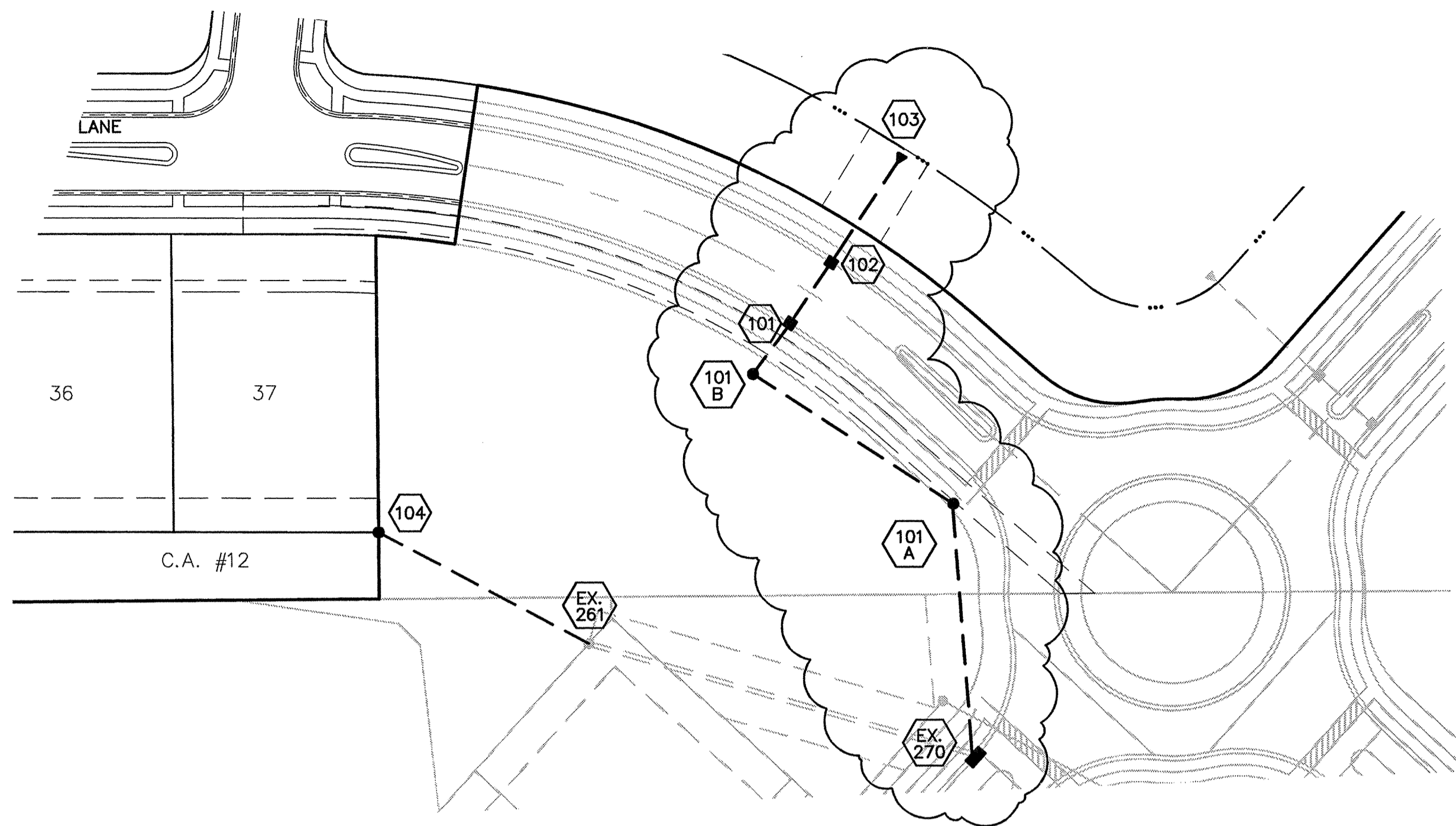
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STORM SEWER PLAN & PROFILE
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 CARMEL INDIANA

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Jeffery W. Darling
JEFFERY W. DARLING
Registered Land Surveyor
No. 900017

DATE
2/18/04



TERRY E. & TINA A. HUFF

ANDREW W. & RHONNA L. COOK

136TH STREET

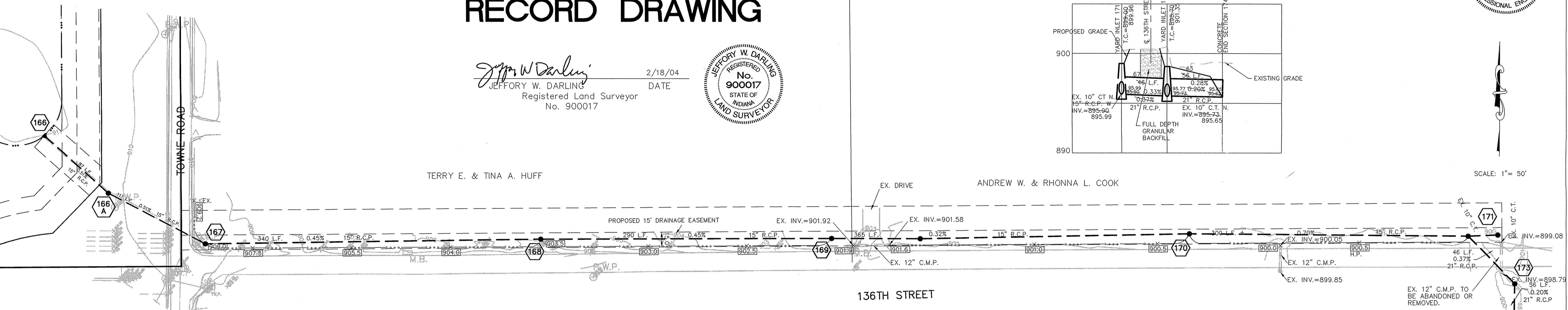
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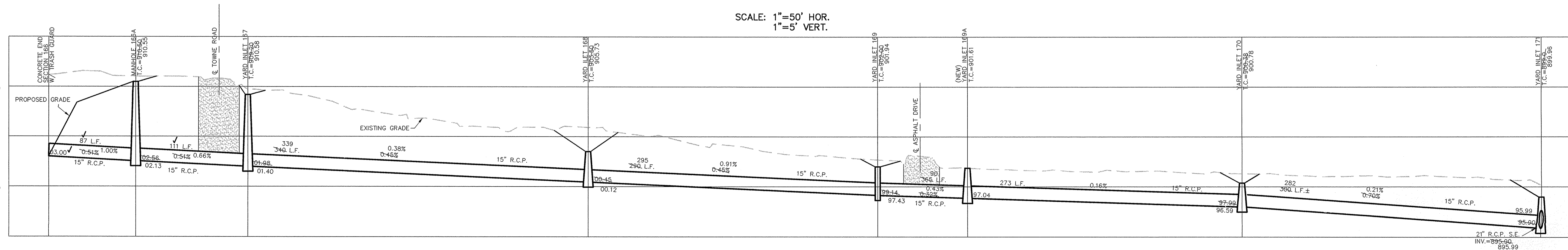
Entry Date: 12-8-04

Entered by: Suzanne Mills

SEE SHEET #31 FOR OFFSITE DRAINAGE



SCALE: 1"=50' HOR.
1"=5' VERT.



DATE	MARK	REVISIONS
10/01/02		

CERTIFIED: 10/01/02

DAVID J. STAPP
REGISTERED PROFESSIONAL ENGINEER
No. 19358
STATE OF INDIANA

CONSULTING ENGINEERS - LAND SURVEYORS
INDIANAPOLIS INDIANA
(317) 849-5935 1-800-728-6917 FAX:(317) 849-5942



OFFSITE STORM PLAN & PROFILE
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CARMEL INDIANA