

KCV

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

May 26, 2021

To: Hamilton County Drainage Board

Re: Mary Nagle Drain, Tamarack Section 4 Arm

Attached is a petition filed by M/I Homes, LP along with a non-enforcement request, plans, calculations and assessment roll for the Tamarack Section 4 Subdivision to be located in Jackson Township, Hamilton County Indiana. 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. As per the plans by Kimley Horn and Associates Engineering, KHS Project No. 17015004, the drain will consist of the following:

12" RCP	83 ft.
24" RCP	145 ft.
30" RCP	787 ft.
36" RCP	462 ft.
Open	662 ft.

The total length of the drain will be 1,764 feet.

The section of drain that is to become part of the regulated drain system with this hearing is briefly described as follows. The new drain begins at STR #546 where it accepts the upstream portion of the existing 10-inch Mary Nagle Drain at approximate station 3+30. The Mary Nagle Drain will be reconstructed between Sta. 3+3 and Sta 4+75. At Sta. 4+75 the new drain will

continue from Str. #509, STR #509B, STR #536, STR #547, STR #548, STR #549, STR #523 STR #522 which is the outlet into Lake #4 (pond). The drain then continues through Lake #4 (pond) to STR #504 to STR #503 and continues from STR #503 as an open channel to STR #456 of the Morse Landing Section 4 an existing arm to the Mary Nagle Drain.

The original Mary Nagle Drain per the 1911 description from south of Sta. 4+75 downstream will remain as regulated drain and continue to be maintained.

The open drain across parcel #05-06-02-00-01-001.000, Morse Landing Section 4, Lot 166 and Parcel # 05-06-01-01-03-031.000, Morse Landing Section 3, Lot 120 is part of the regulated drain. This open ditch will utilize the existing easements as recorded in the secondary plats for those sections of Morse Landing.

The retention pond (Lake #4 located in Common Area "11-4") is not to be considered part of the regulated drain. The maintenance shall include the inlet and outlet at the pond (Structures 522 and 504) as part of the regulated drain. The maintenance of the pond such as sediment removal, erosion control along the banks, 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.

Tamarack Section 4 Arm as described above will be part of the Mary Nagle Drain. Maintenance of the remaining drainage facilities within Tamarack Section 4 Subdivision shall be under the Town of Cicero and or the Tamarack Section 4 Homeowners Association. Maintenance of the BMPs within Tamarack Section 4 Subdivision shall also be under the Town of Cicero and or the Tamarack Section 4 Homeowners Association.

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally at the unregulated subdivision rate. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$35.00 per platted lot, \$5.00 per acre for common areas, with a \$35.00 minimum, and \$10.00 per acre for roadways. With this assessment the total annual assessment for this drain will be \$2,671.20 plus \$35.00 for Morse Landing Section 3, Lot 120 will bring the total to \$2,706.20.

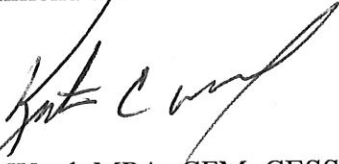
The petitioner has submitted surety for the proposed drain at this time. The amount of the bond is \$167,535.60 which represents 120% of the Engineer's Estimate of \$139,613.00. The surety which is in the form of a Performance Bond is as follows:

Agent: Harco National Insurance Company
Date: May 11, 2021
Bond Number: OHHNSU076979
For: Storm Sewers
Amount: \$167,535.60
HCDB-2021-00016

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. The request will be for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for Tamarack Section 4 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for July 26, 2021.



Kenton C. Ward, MPA, CFM, CESSWI, CPMSM
Hamilton County Surveyor

KCW/pll

FILED

NOV 09 2020

OFFICE OF HAMILTON COUNTY SURVEYOR

To: Hamilton County Drainage Board

Date: 11/05/2020

Re: Mary Nagle Drain

M/I Homes of Indiana, LP (Here-in-after "Petitioner"),

hereby petitions the Hamilton County Drainage Board under IC 36-9-27-66 for an arm to be

installed to the Mary Nagle Drain in order to serve the property of the

petitioner. The petitioner, in support of said petition, advises the Board that:

1. The Mary Nagle Drain is presently on a maintenance program and that land of the petitioner is assessed as benefited by the maintenance of the regulated drain
2. There is no known adequate open or tiled drain connecting the land of the petitioner with the regulated drain;
3. The waters from the petitioners land flow over or through land owned by others to reach the regulated drain;
4. The legal description of lands through which the new regulated drain will run along with the parcel numbers, name and address of each owner of that land is shown on Exhibit "A" which is attached;
5. The general route of the proposed new regulated drain and method of construction is shown on Exhibit "B" which is attached.
6. Petitioner agrees to pay all legal and construction costs involved with the construction of the proposed new regulated drain.

Signed

Printed

[Handwritten Signature]

WALT HOWARD

DIRECTOR OF LAND DEVELOPMENT, M/I HOMES OF INDIANA, L.P.

Adobe PDF Ffillable Form

FINDINGS AND ORDER


CONCERNING THE MAINTENANCE OF THE

Mary Nagle Drain, Tamarack Section 4 Arm

On this **26th day of July, 2021**, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the **Mary Nagle Drain, Tamarack Section 4 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: 
Executive Secretary



AIA[®] Document A312[™] – 2010

Performance Bond

Bond No. OHHNSU0796979

CONTRACTOR:

(Name, legal status and address)

M/I Homes of Indiana, L.P.

**8425 Woodfield Crossing Blvd.,
Indianapolis IN 46240**

OWNER:

(Name, legal status and address)

Hamilton County Board of Commissioners

One Hamilton County

**Noblesville, IN 46060
CONSTRUCTION CONTRACT**

Date:

Amount: **\$167,535.60**

Description:

(Name and location)

Tamarack Section 4: Regulated Drain Storm Sewers

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company

4200 Six Forks Rd, Suite 1400

Raleigh NC 27609

BOND

Date: **May 11th, 2021**

(Not earlier than Construction Contract Date)

Amount: **\$167,535.60**

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

M/I Homes of Indiana, L.P.

Signature:

Name and **Mark Kirkendall**

Title: **VP, Housing & Land Controller**

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Huntington Insurance

37 W Broad Street, 7th Floor

Columbus, OH 43215

(614) 899-8508

SURETY

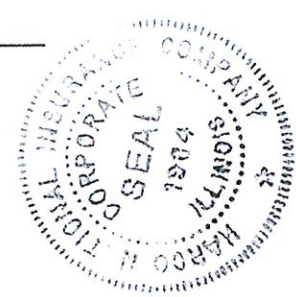
Company: *(Corporate Seal)*

Harco National Insurance Company

Signature:

Name and **Denise Nelson, Attorney-in-Fact**

Title:



AIA Document A312[™] – 2010 Performance Bond. The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.**

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.**

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.**

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: This Bond will remain in full force and effect until all outstanding requirements of the Owner are resolved and the Owner releases the bond. The requirement for release included storm sewer inspections, and engineer's Certificate of Completion and Compliance being filed, as-built or record drawings being submitted and accepted and any other requirements of Surety release as outline in the Hamilton County Stormwater Management Technical Standards Manual.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

Name and Title:

Address:

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # OHHNSU0796979

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JULIEANN JOHNSTON, DEBORAH L. WILLIAMS, MICHAEL WARD, DENISE NELSON, STEPHANIE A. MCQUILLEN, CATHY VANSOVICH

Columbus, OH

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **May 11th 2021**

A00210

Irene Martins, Assistant Secretary

VER2 2/2019 e_POA

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

Mary Nagle Drain, Tamarack Section 4 Arm

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board on the **Mary Nagle Drain, Tamarack Section 4 Arm** on **July 26, 2021** at **9:15 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana, and which construction and maintenance reports of the Surveyor and the Schedule of Assessments made by the Drainage Board have been filed and are available for public inspection in the office of the Hamilton County Surveyor.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE

Mary Nagle Drain, Tamarack Section 4 Arm

NOTICE

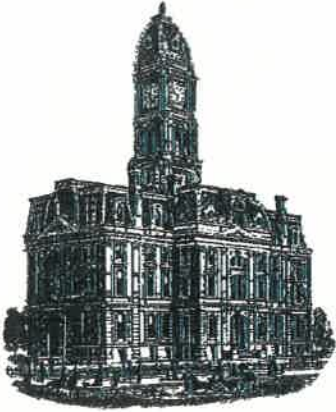
Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on **July 26, 2021** has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

KLW



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

To: Hamilton County Drainage Board

May 26, 2023

Re: Mary Nagle Drain, Tamarack Sec. 4 Drain

Attached are as-built, certificate of completion & compliance, and other information for Tamarack Sec. 4. 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 May 26, 2021. The report was approved by the Board at the hearing held July 26, 2021. (See Drainage Board Minutes Book 20, Pages 106-107) The changes are as follows: the 12" RCP was shortened from 83 feet to 73 feet. The 24" RCP was lengthened from 145 to 146 feet. The 30" RCP was shortened from 787 feet to 785 feet. The 36" RCP was lengthened from 462 feet to 464 feet. The open ditch was lengthened from 662 feet to 689 feet. The length of the drain due to the changes described above is now **2,157 feet**.

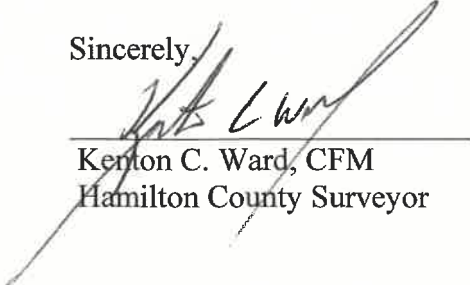
The non-enforcement was approved by the Board at its meeting on July 26, 2021 and recorded under instrument #2022038150.

The following sureties were guaranteed by Harco National Insurance Company and released by the Board on its May 11, 2021 meeting.

Bond-LC No: OHHNSU076979
Amount: \$167,535.60
For: Storm Sewers & SSD
Issue Date: May 11, 2011

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

Sincerely,



Kenton C. Ward, CFM
Hamilton County Surveyor

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: TAMARAC SEC. 4

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.
5. The drainage facilities within the above referenced subdivision to the best of my knowledge, information and belief have been correctly represented on the Record Drawings, Digital Record Drawings and the Structure Data Spreadsheet.

Signature:  Date: JULY 27, 2022

Type or Print Name: RUDOLPH G LEE II

Business Address: 8901 OTIS AVE, SUITE #100

INDIANAPOLIS, IN 46216

Telephone Number: 317. 826. 7137

SEAL



INDIANA REGISTRATION NUMBER

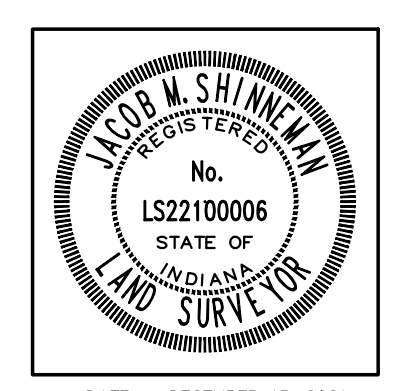
LS22200009

Drawing name: K:\IND_LIVE\170150004_ML_Tamrack_Sect_4\Drawings\Storm Plan and Profiles.dwg 0600 Jan 11, 2021 1:43pm by JoeyGee
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

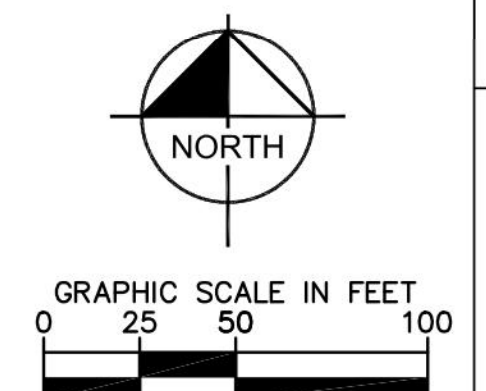
RECORD DRAWING

STORM SEWER AS-BUILTS

STORM SEWER STRUCTURES ONLY



CERTIFIED BY: *Jacob M. Shinneman*
JACOB SHINNEMAN
 SCHNEIDER GEOMATICS
 A DIVISION OF THE SCHNEIDER ENGINEERING CORPORATION
 8901 OTIS AVE. SUITE 100
 INDIANAPOLIS, INDIANA 46216
 (866) 973-7100
 DATE: DECEMBER 15, 2021



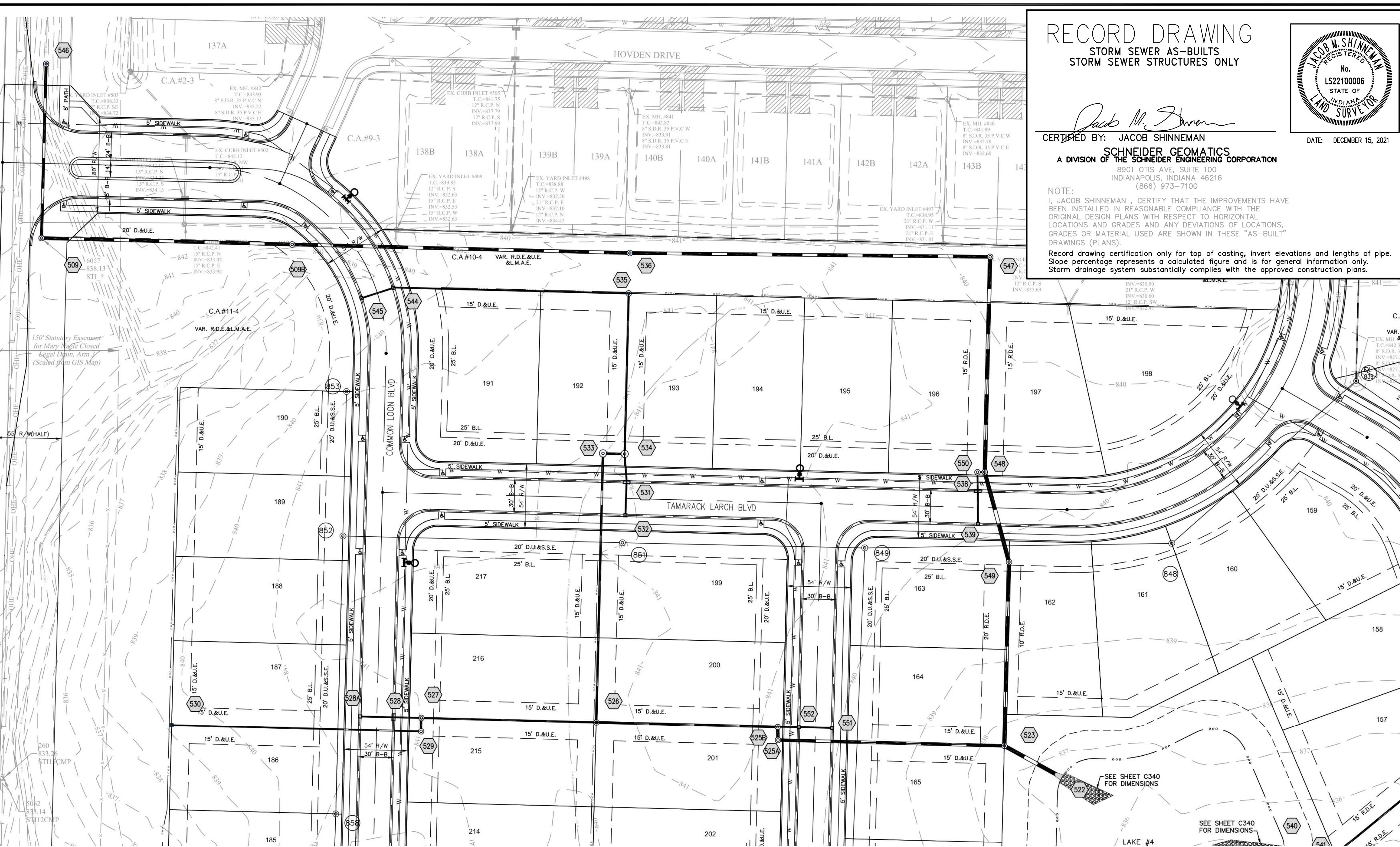
LEGEND

	PROPOSED STORM STRUCTURE
	PROPOSED SANITARY MANHOLE
	PROPOSED FIRE HYDRANT ASSEMBLY
	EXISTING CONTOUR
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED WATER LINE
	PROPOSED SWALE
	PROPOSED 5' SIDEWALK (BY HOME BUILDER) (DEVELOPER SHALL INSTALL SIDEWALKS ALONG ALL COMMON AREAS)

PROFILE LEGEND

	EXISTING GRADE
	PROPOSED GRADE
	FULL DEPTH GRANULAR BACKFILL

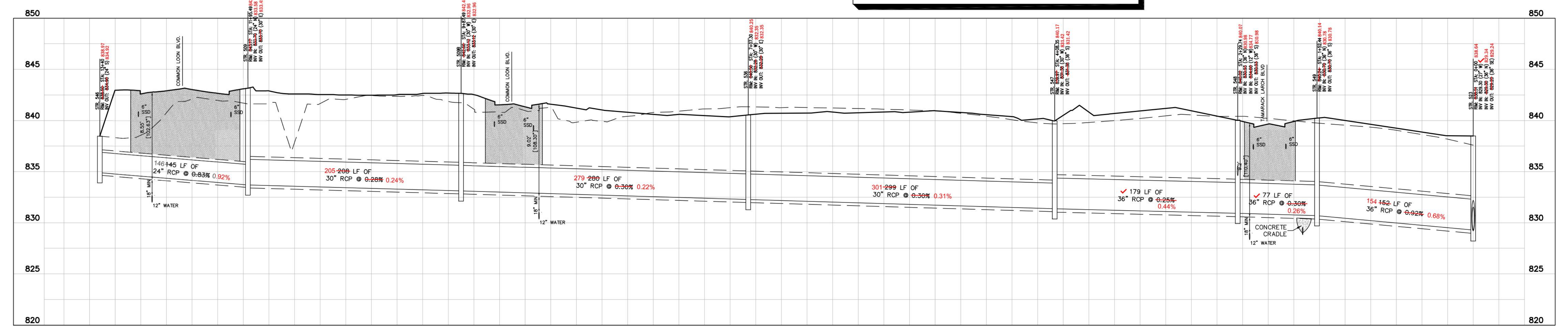
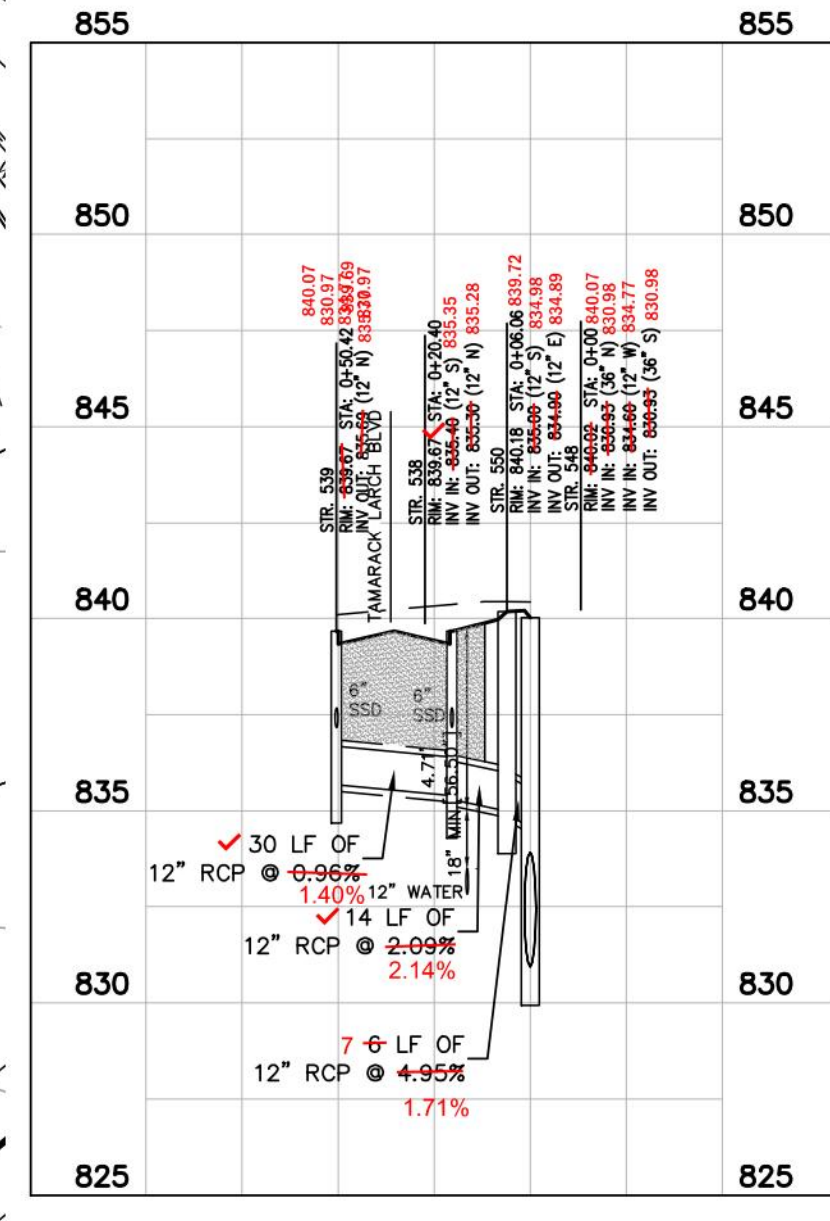
NOTE:
 I, JACOB SHINNEMAN, CERTIFY THAT THE IMPROVEMENTS HAVE BEEN INSTALLED IN REASONABLE COMPLIANCE WITH THE ORIGINAL DESIGN PLANS WITH RESPECT TO HORIZONTAL LOCATIONS AND GRADES AND ANY DEVIATIONS OF LOCATIONS, GRADES OR MATERIAL USED ARE SHOWN IN THESE "AS-BUILT" DRAWINGS (PLANS).
 Record drawing certification only for top of casting, invert elevations and lengths of pipe.
 Slope percentage represents a calculated figure and is for general information only.
 Storm drainage system substantially complies with the approved construction plans.



ALL STORM DRAIN CASTINGS WILL BE REQUIRED A NO DUMPING MESSAGE AS SPECIFIED ON SHEET 16 OF THE TOWN OF CICERO ENGINEERING STANDARDS.

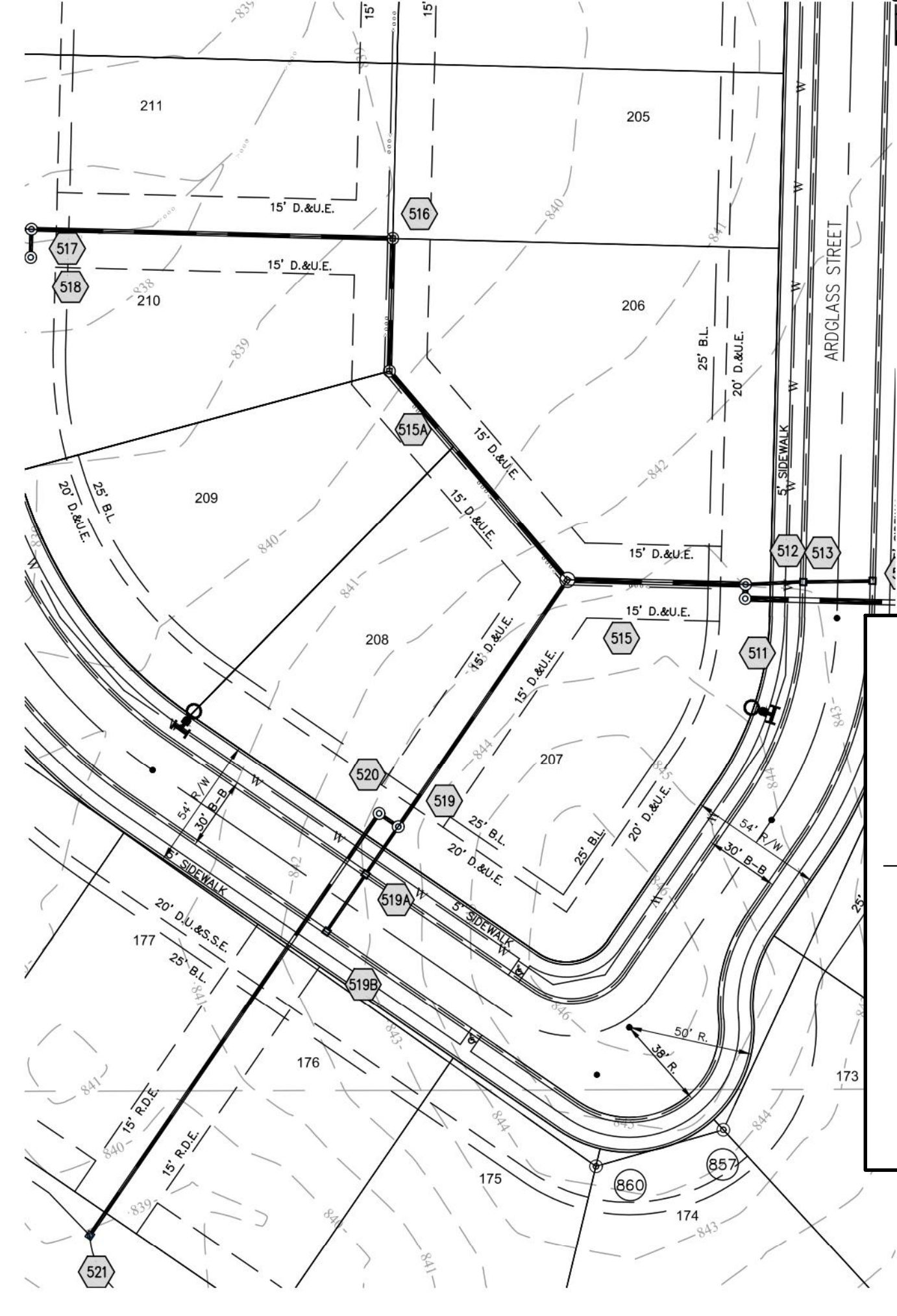
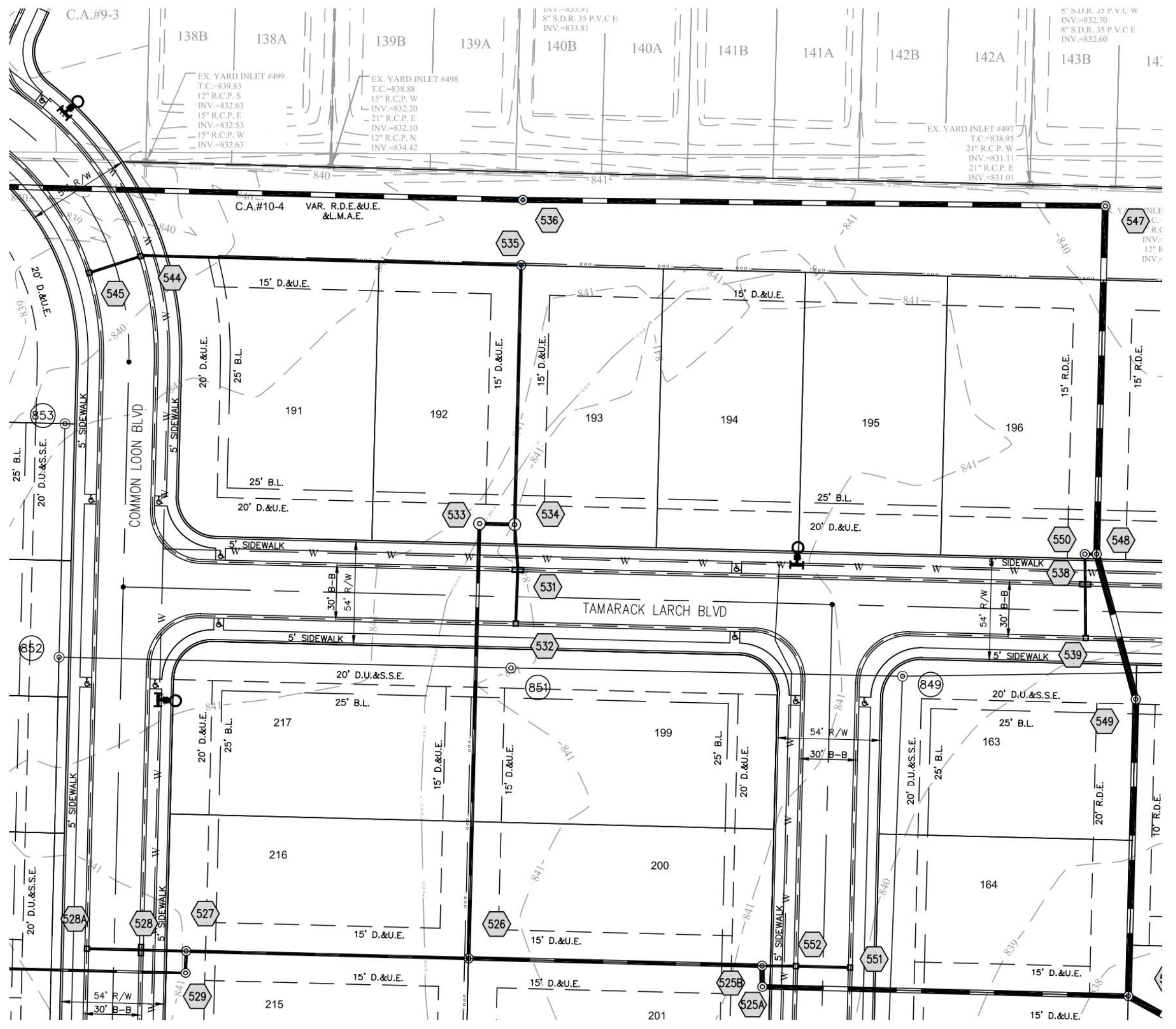
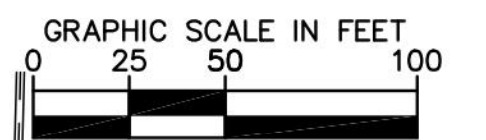
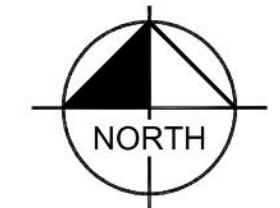
NOTES

1. SEE SHEET C601 FOR STORM SEWER NOTES.



	DATE	11/5/2020	JRG	
	REVISED PER REVIEW COMMENTS			
	REVISIONS			
 © 2020 KIMLEY-HORN AND ASSOCIATES, INC. 250 EAST 86TH STREET, SUITE 580 INDIANAPOLIS, IN 46240 WWW.KIMLEY-HORN.COM	AS NOTED DESIGNED BY: JSM DRAWN BY: JRG CHECKED BY: BAH	 WILLIAM A. BUTZ, JR. No. PE10606045 STATE OF INDIANA PROFESSIONAL ENGINEER 11/5/2020		TAMARACK SECTION 4 STORM PLAN & PROFILE CICERO, IN
ORIGINAL ISSUE: 09/20/2020 KHA PROJECT NO. 170150004 SHEET NUMBER C600		Indiana Utilities Protection Service before you dig		

RECORD DRAWING



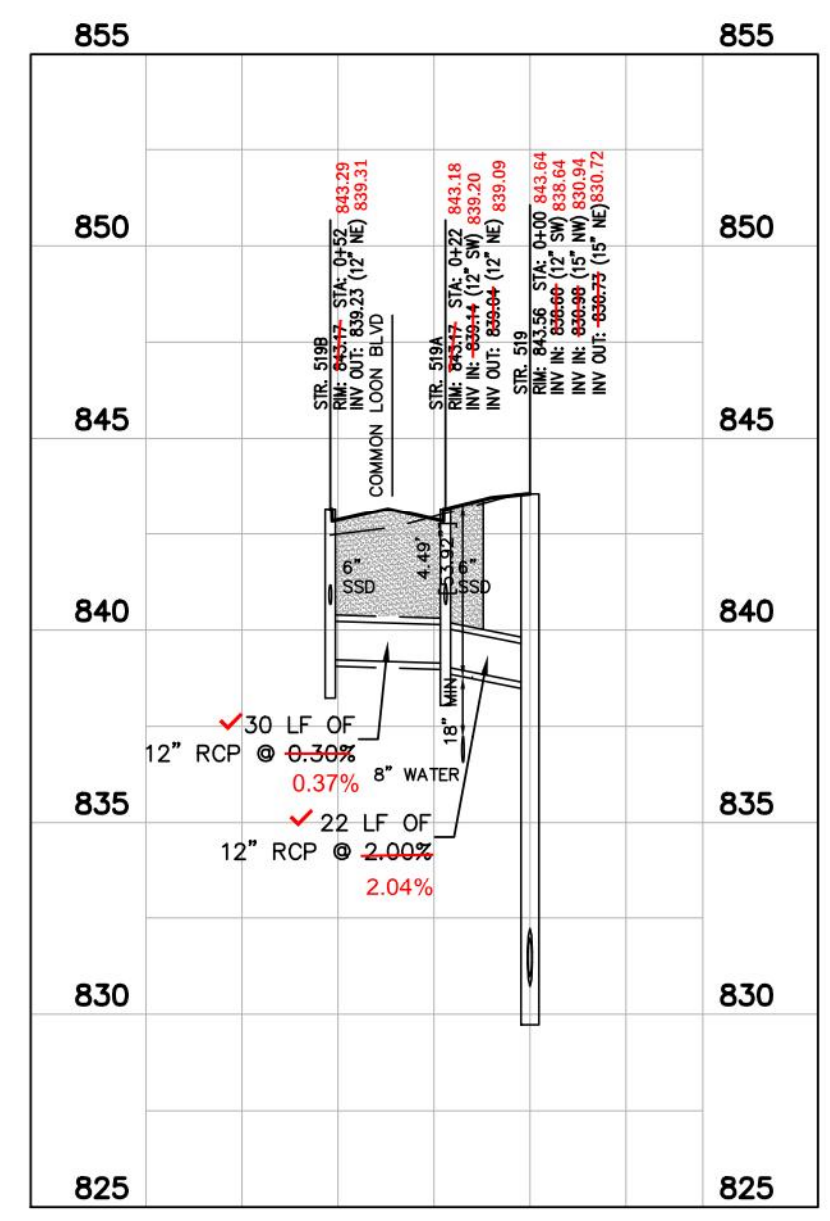
- ### STORM SEWER NOTES
1. ALL STORM STRUCTURES TO RECEIVE SOLID LID CASTINGS ARE TO BE CONSTRUCTED TO PROVIDE ONE 4" RISER RING NO MORE, NO LESS TO ACHIEVE PLAN RIM GRADE.
 2. ALL YARD INLETS ARE TO BE CONSTRUCTED AT A TOLERANCE OF +0.00' TO -0.20' OF PLAN GRADE.
 3. ALL STORM SEWER CASTINGS SHALL BE LABELED "DUMP NO WASTE-DRAINS TO WATERWAY".
 4. ALL SSD'S (SUBSURFACE DRAINS) WILL NEED TO BE 6" DOUBLE WALL SMOOTH BORE PERFORATED (HDPE) PIPE.
 5. DEBRIS GUARDS ARE TO BE INSTALLED ON ALL OPEN ENDED INLETS.
 6. STORM STRUCTURES DEEPER THAN 4' MUST BE ACCESSIBLE WITH STEPS.
 7. FULL DEPTH GRANULAR BACKFILL SHALL BE INSTALLED PER CICERO STANDARDS. SEE SHEET 7 OF 17 OF THE TOWN OF CICERO DETAILS FOR SPECIFICATIONS.
 8. CONTRACTOR SHALL VERIFY DEPTHS OF ALL EXISTING ONSITE UTILITIES PRIOR TO CONSTRUCTION TO CONFIRM THERE IS NOT ANY CONFLICTS WITH OTHER UTILITIES, STORM SEWERS OR STREETS. CONFLICTS AFTER CONSTRUCTION BEGINS ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY.
 9. ALL END SECTIONS MUST BE ANCHORED TO THE TOE ANCHORS. SEE C800 FOR DETAIL.

RECORD DRAWING
STORM SEWER AS-BUILTS
STORM SEWER STRUCTURES ONLY

CERTIFIED BY: *Jacob M. Shinneman*
JACOB M. SHINNEMAN
REGISTERED
LAND SURVEYOR
No. LS2210006
STATE OF INDIANA
DATE: DECEMBER 15, 2021

SCHNEIDER GEOMATICS
A DIVISION OF THE SCHNEIDER ENGINEERING CORPORATION
8901 OTIS AVE, SUITE 100
INDIANAPOLIS, INDIANA 46216
(866) 973-7100

NOTE:
I, JACOB SHINNEMAN, CERTIFY THAT THE IMPROVEMENTS HAVE BEEN INSTALLED IN REASONABLE COMPLIANCE WITH THE ORIGINAL DESIGN PLANS WITH RESPECT TO HORIZONTAL LOCATIONS AND GRADES AND ANY DEVIATIONS OF LOCATIONS, GRADES OR MATERIAL USED ARE SHOWN IN THESE "AS-BUILT" DRAWINGS (PLANS).
Record drawing certification only for top of casting, invert elevations and lengths of pipe.
Slope percentage represents a calculated figure and is for general information only.
Storm drainage system substantially complies with the approved construction plans.

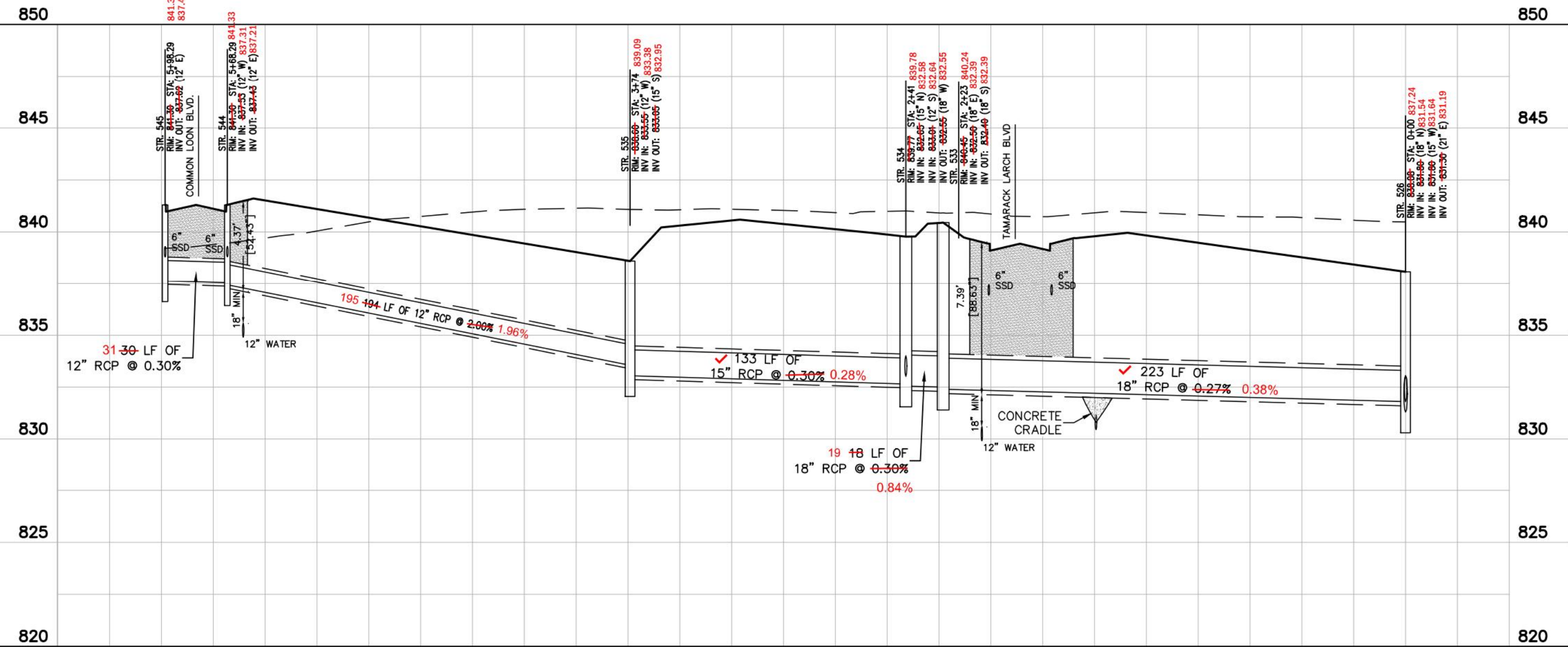


STM 519B-519
H:1"=50 ; V:1"=5

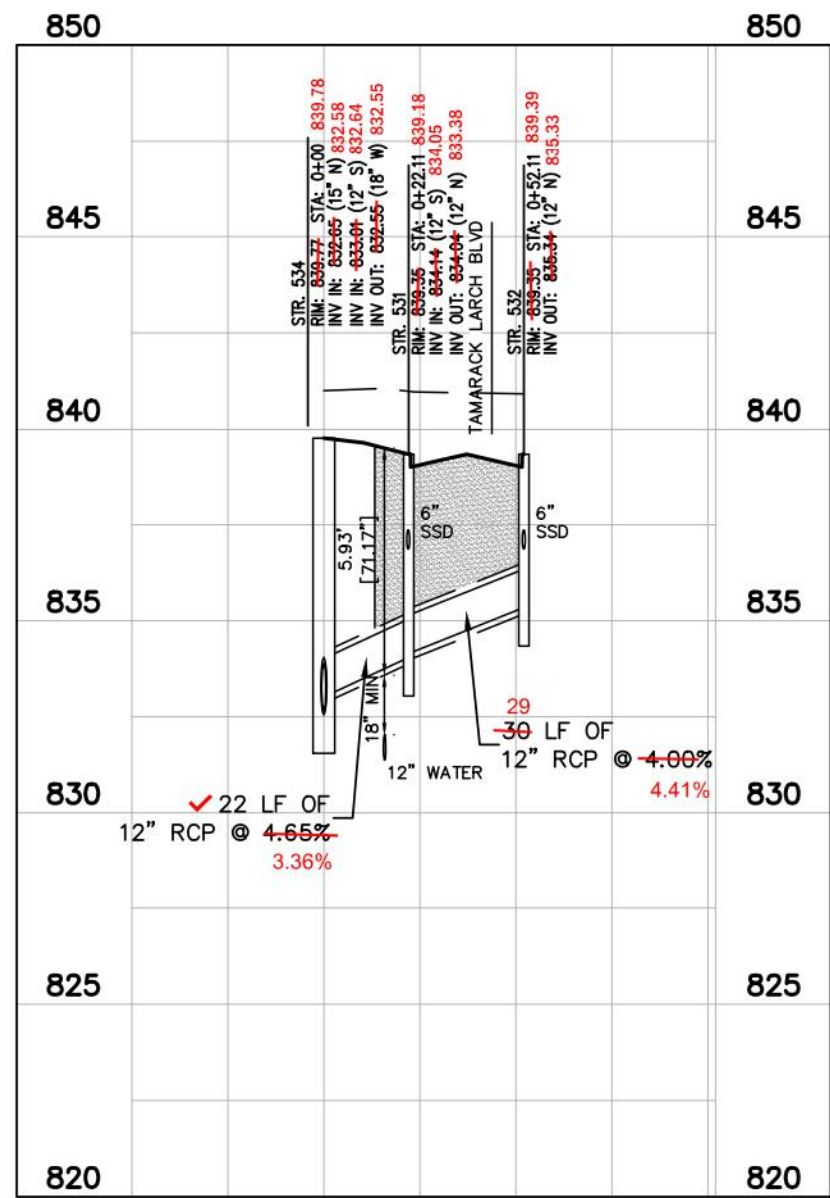
PROFILE LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- FULL DEPTH GRANULAR BACKFILL

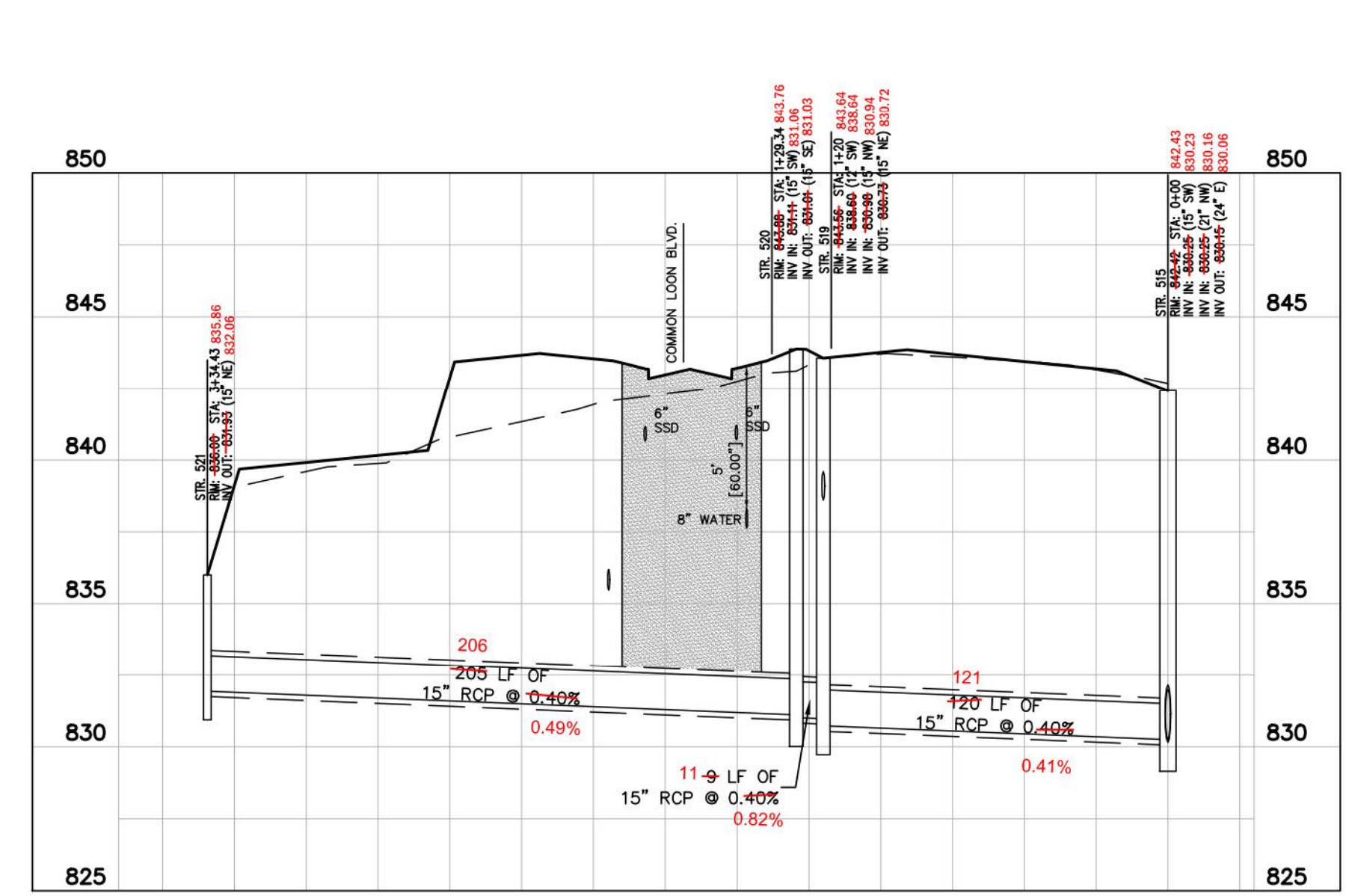
ALL STORM DRAIN CASTINGS WILL BE REQUIRED A NO DUMPING MESSAGE AS SPECIFIED ON SHEET 16 OF THE TOWN OF CICERO ENGINEERING STANDARDS.



STRM 545-526
H:1"=50 ; V:1"=5



STM 532-534
H:1"=50 ; V:1"=5



STM 521-515
H:1"=50 ; V:1"=5

Indiana Utilities Protection Service



before you dig

ORIGINAL ISSUE: 09/20/2020
KHA PROJECT NO. 170150004
SHEET NUMBER C601

TAMARACK SECTION 4
CICERO, IN

STORM PLAN & PROFILE

AS NOTED
DESIGNED BY: JSM
DRAWN BY: JRG
CHECKED BY: BAH

REVISIONS
No. DATE

11/5/2020 JRG BY

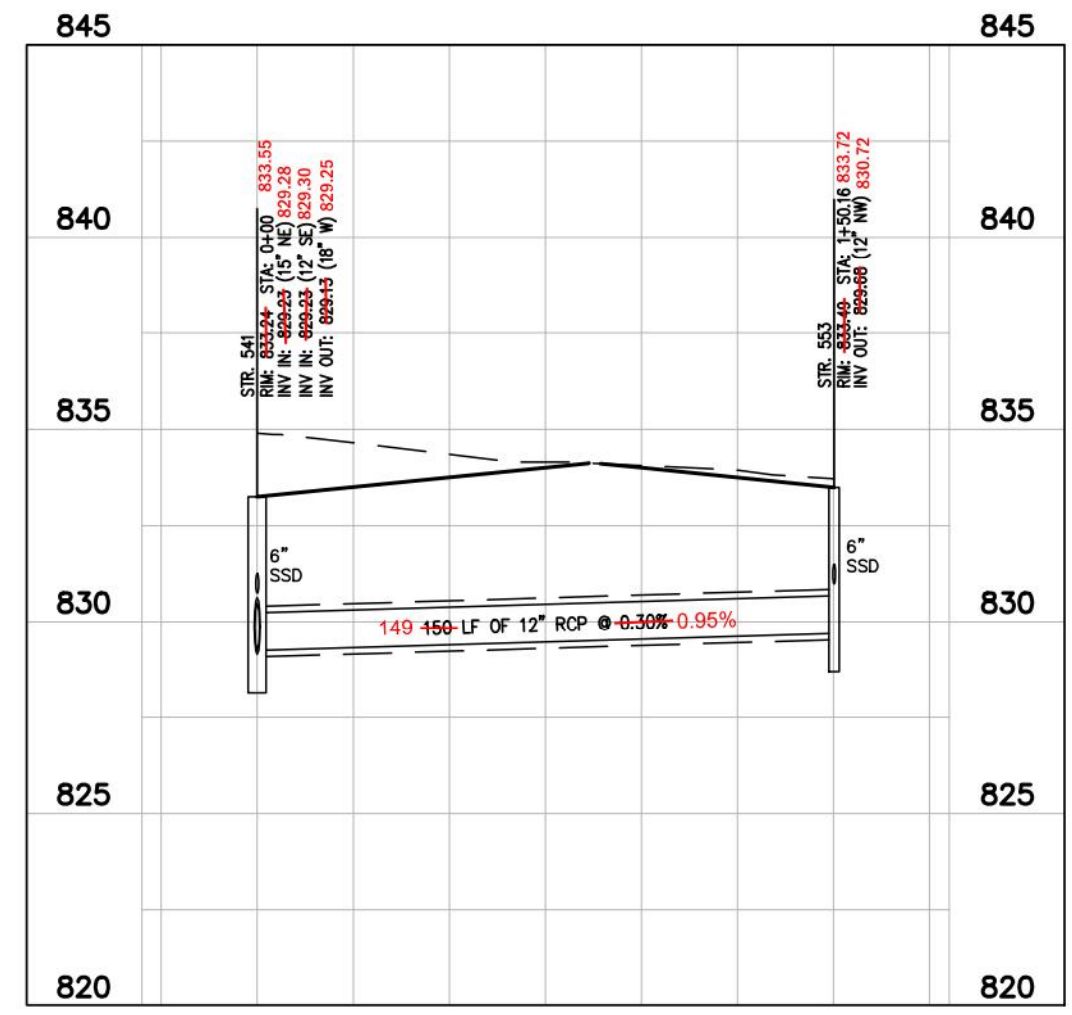
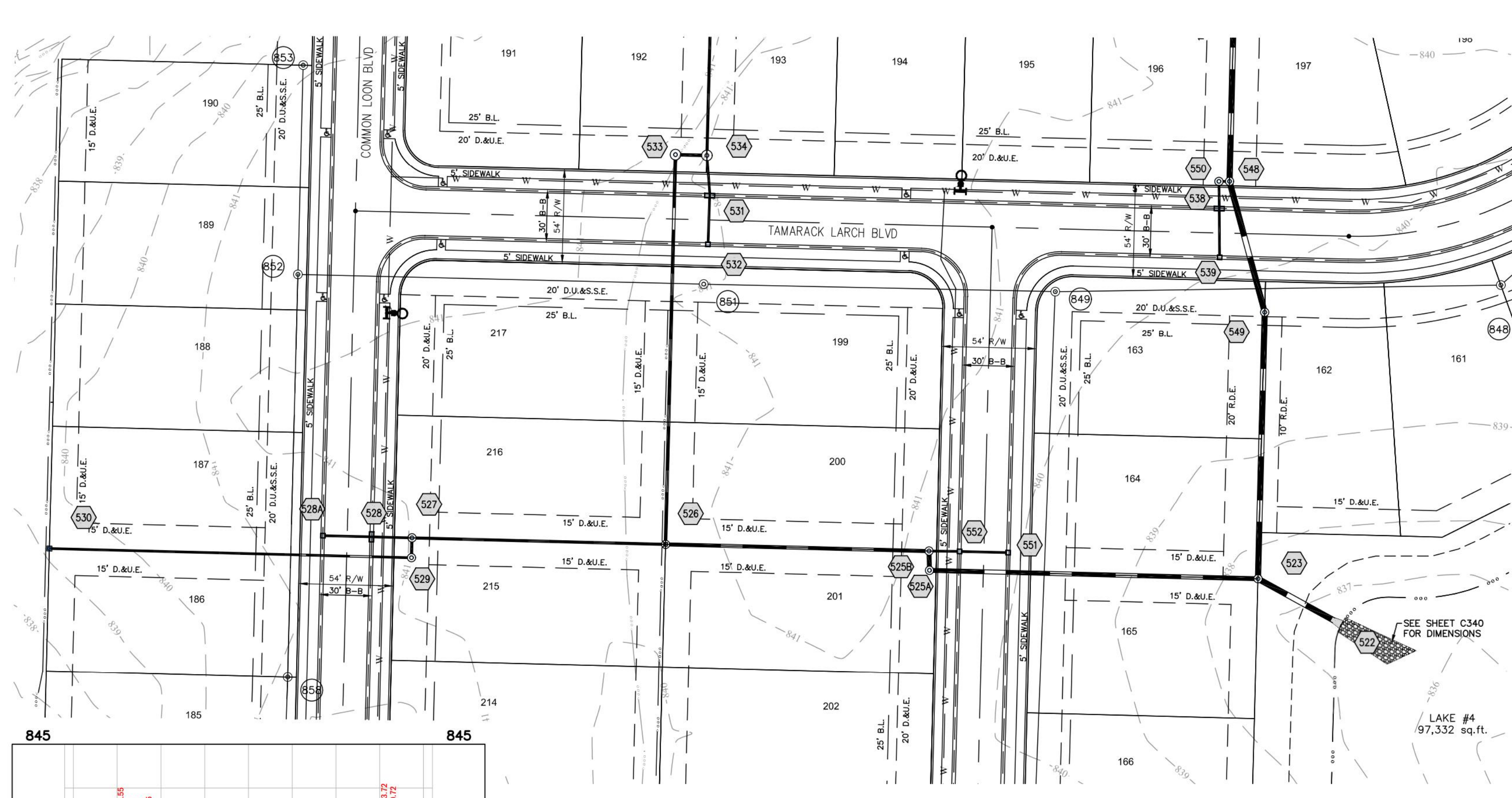
Kimley-Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
INDIANAPOLIS, IN 46240
WWW.KIMLEY-HORN.COM

WILLIAM A. BUTZ, JR.
REGISTERED PROFESSIONAL ENGINEER
No. PE10606045
INDIANA
11/5/2020

M/I HOMES

Drawing name: K:\IND\170150004_M\Tamarack_Sect_4\Storm Plan and Profiles.dwg - 0001 Jan 11, 2021 1:43pm by JoeyGee
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\IND_LDEV\170150004_ML_Tamarack_Sect_4\Drawings\Storm Plan and Profiles.dwg 0602 Jan 11, 2021 1:46pm by: JoeyGee
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



STM 553-541
 H:1"=50 ; V:1"=5

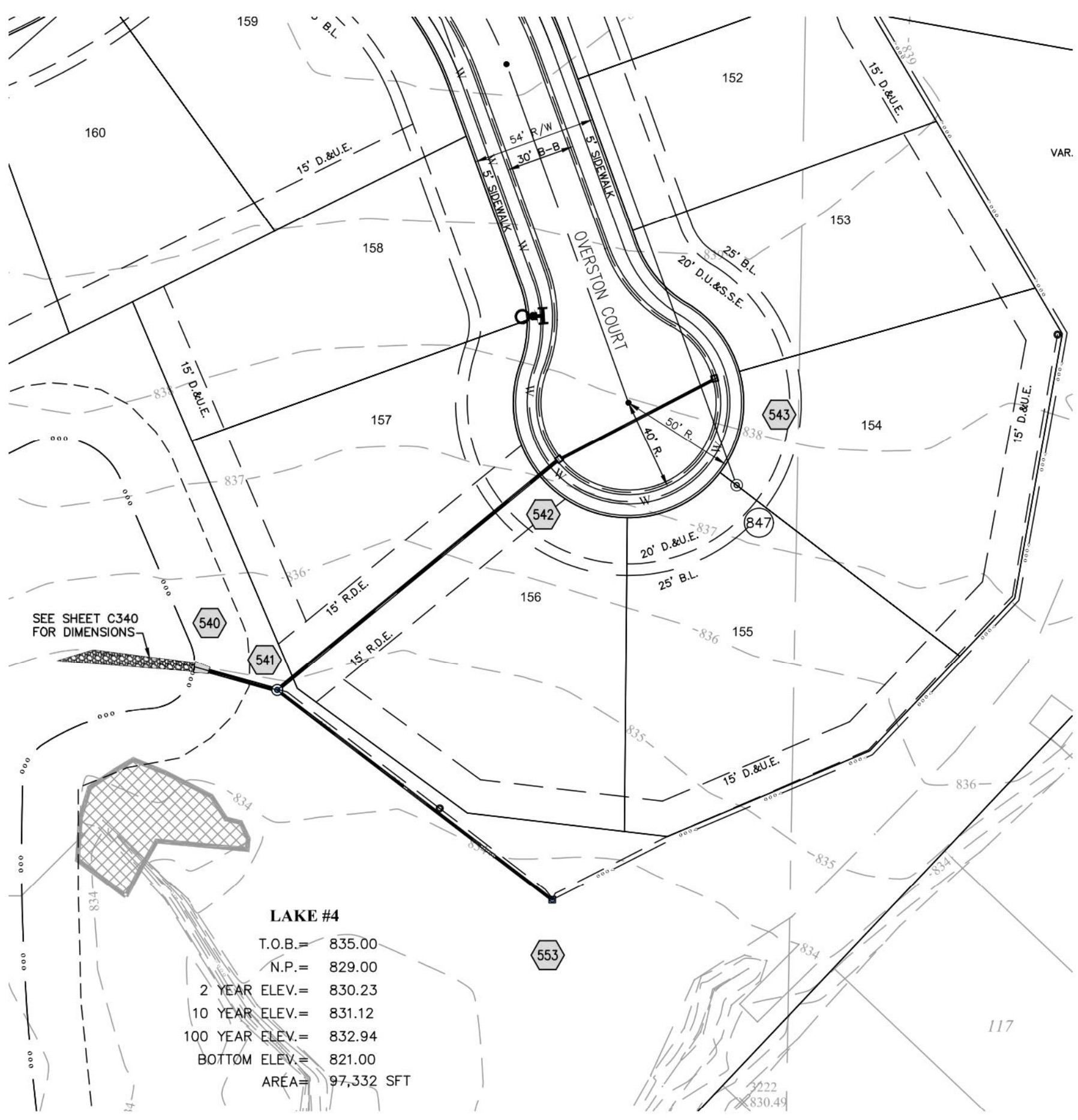
LEGEND

- PROPOSED STORM STRUCTURE
- PROPOSED SANITARY MANHOLE
- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER LINE
- PROPOSED SWALE
- PROPOSED 5' SIDEWALK (BY HOME BUILDER)
 (DEVELOPER SHALL INSTALL SIDEWALKS ALONG ALL COMMON AREAS)

PROFILE LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- FULL DEPTH GRANULAR BACKFILL

ALL STORM DRAIN CASTINGS WILL BE REQUIRED A NO DUMPING MESSAGE AS SPECIFIED ON SHEET 16 OF THE TOWN OF CICERO ENGINEERING STANDARDS.



LAKE #4
 T.O.B. = 835.00
 N.P. = 829.00
 2 YEAR ELEV. = 830.23
 10 YEAR ELEV. = 831.12
 100 YEAR ELEV. = 832.94
 BOTTOM ELEV. = 821.00
 AREA = 97,332 SFT

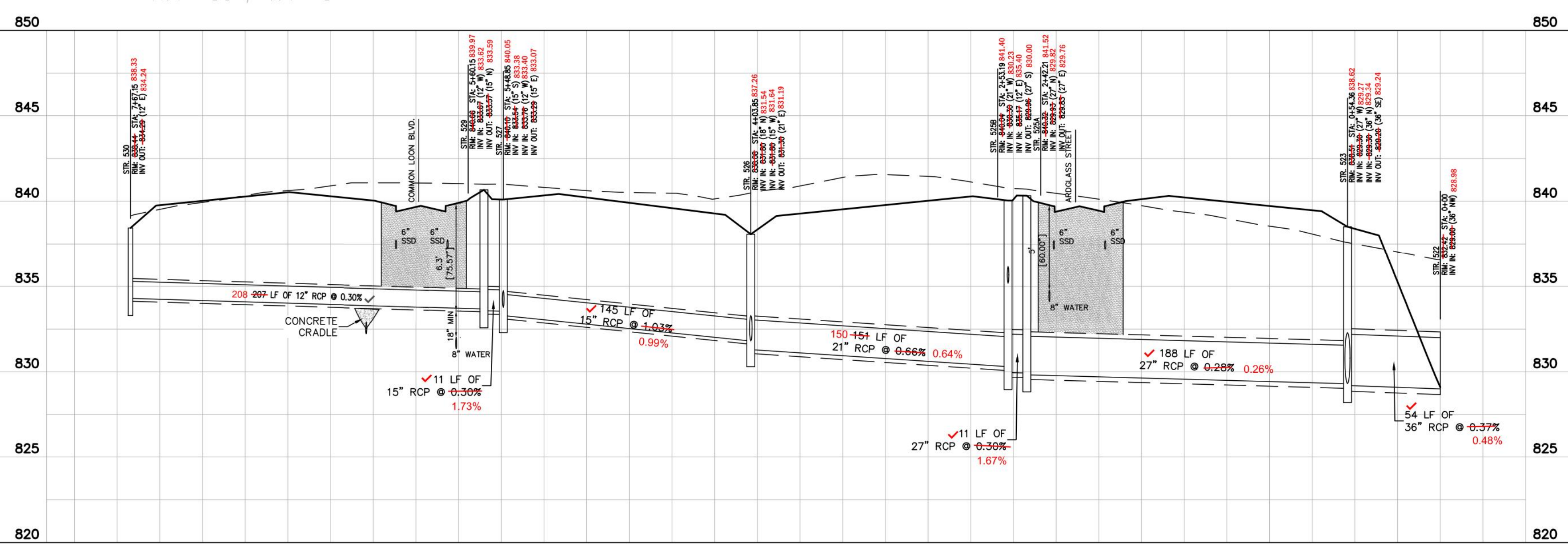
RECORD DRAWING

STORM SEWER AS-BUILTS
 STORM SEWER STRUCTURES ONLY

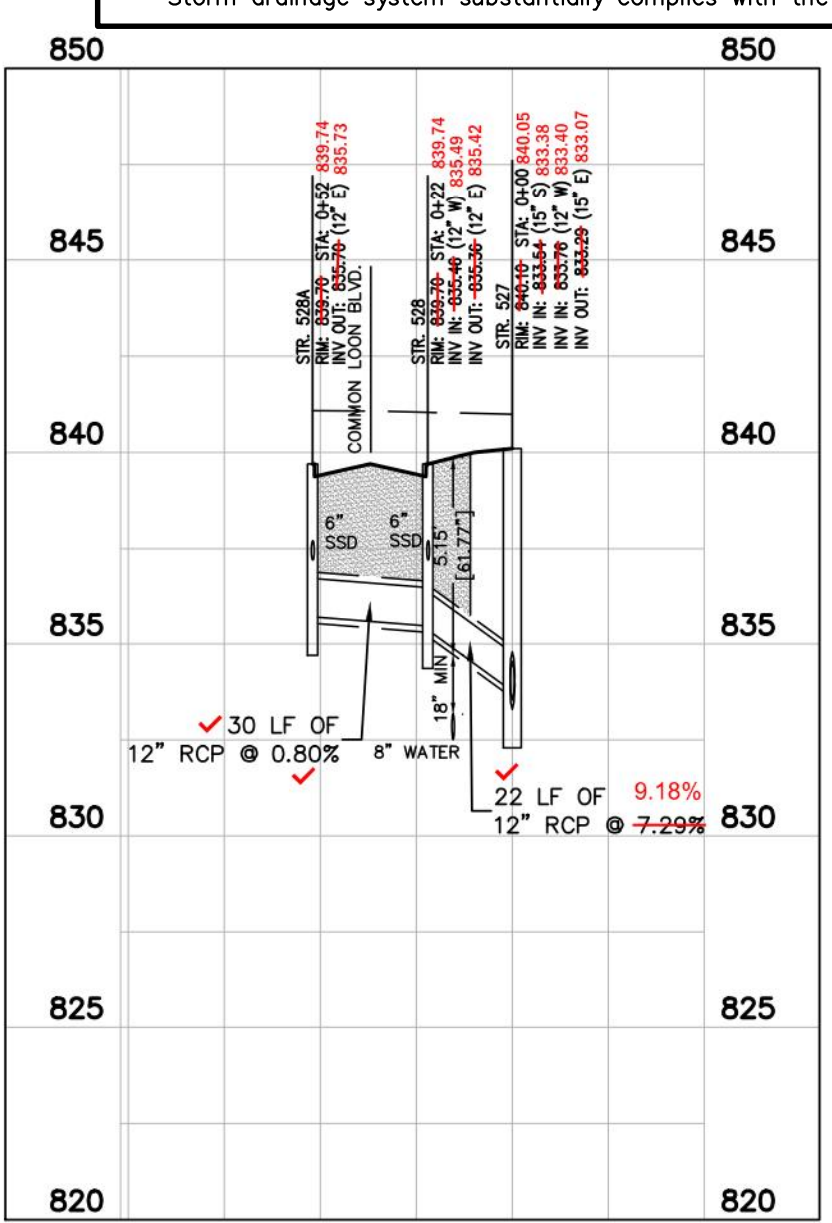
CERTIFIED BY: JACOB SHINNEMAN
 SCHNEIDER GEOMATICS
 A DIVISION OF THE SCHNEIDER ENGINEERING CORPORATION
 8901 OTIS AVE, SUITE 100
 INDIANAPOLIS, INDIANA 46216
 (866) 973-7100

DATE: DECEMBER 15, 2021

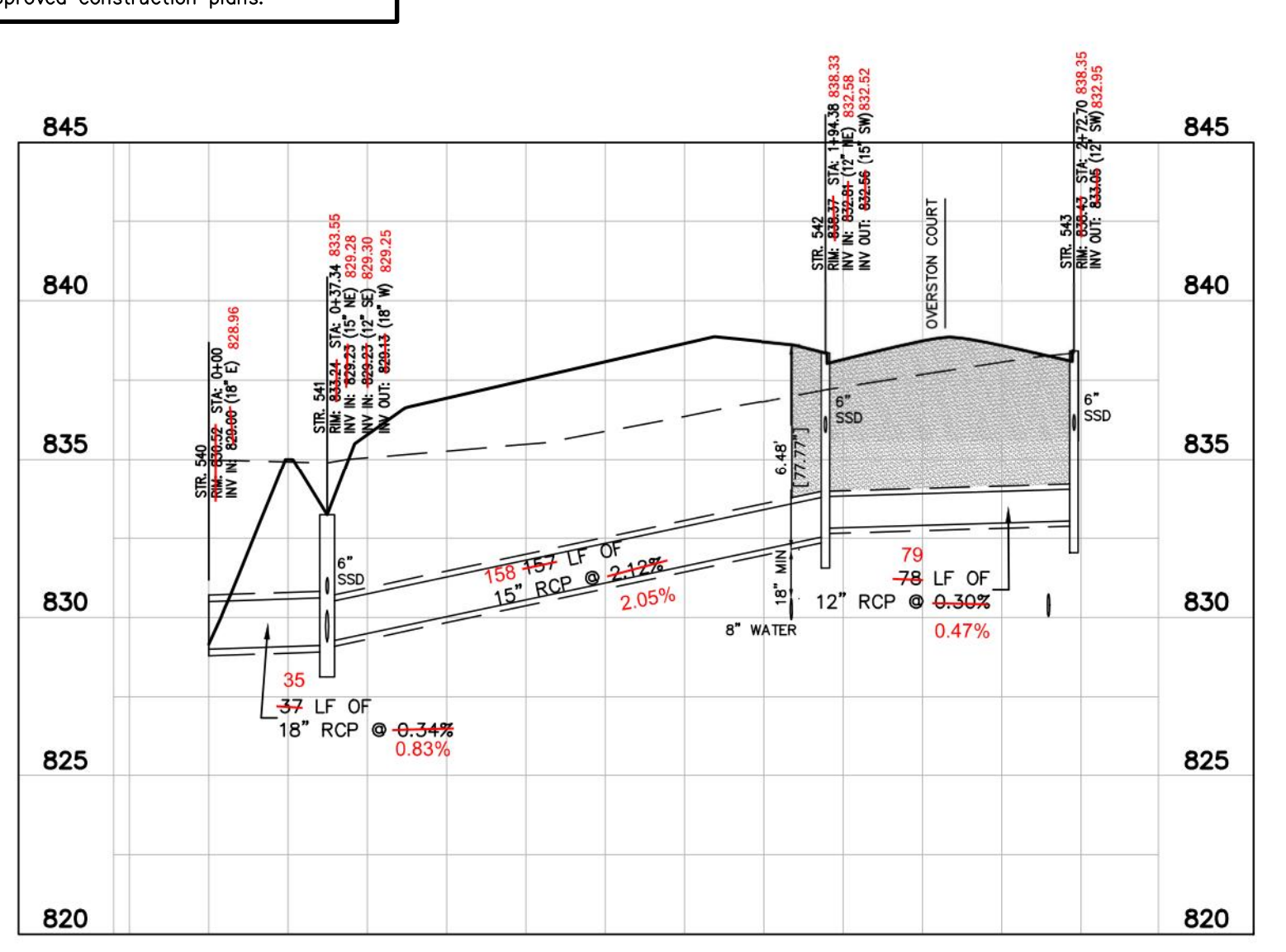
NOTE:
 1. JACOB SHINNEMAN, CERTIFY THAT THE IMPROVEMENTS HAVE BEEN INSTALLED IN REASONABLE COMPLIANCE WITH THE ORIGINAL DESIGN PLANS WITH RESPECT TO HORIZONTAL LOCATIONS AND GRADES AND ANY DEVIATIONS OF LOCATIONS, GRADES OR MATERIAL USED ARE SHOWN IN THESE "AS-BUILT" DRAWINGS (PLANS).
 Record drawing certification only for top of casting, invert elevations and lengths of pipe.
 Slope percentage represents a calculated figure and is for general information only.
 Storm drainage system substantially complies with the approved construction plans.



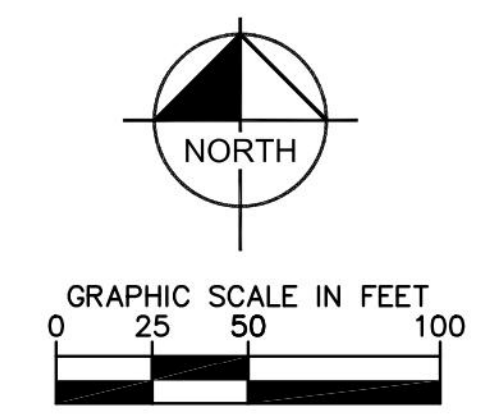
STM 530-522
 H:1"=50 ; V:1"=5



STM 528A-527
 H:1"=50 ; V:1"=5



STM 543-540
 H:1"=50 ; V:1"=5



NO.	REVISIONS	DATE	BY
1	REVISED PER REVIEW COMMENTS	11/5/2020	JRG

AS NOTED
 DESIGNED BY: JSM
 DRAWN BY: JRG
 CHECKED BY: BAH

SCALE: AS NOTED

Kimley-Horn
 © 2020 KIMLEY-HORN AND ASSOCIATES, INC.
 INDIANAPOLIS, IN 46240
 WWW.KIMLEY-HORN.COM

WILLIAM A. BUTZ, JR.
 REGISTERED PROFESSIONAL ENGINEER
 No. PE10606045
 INDIANA
 11/5/2020

M/I HOMES

TAMARACK SECTION 4
 STORM PLAN & PROFILE
 CICERO, IN

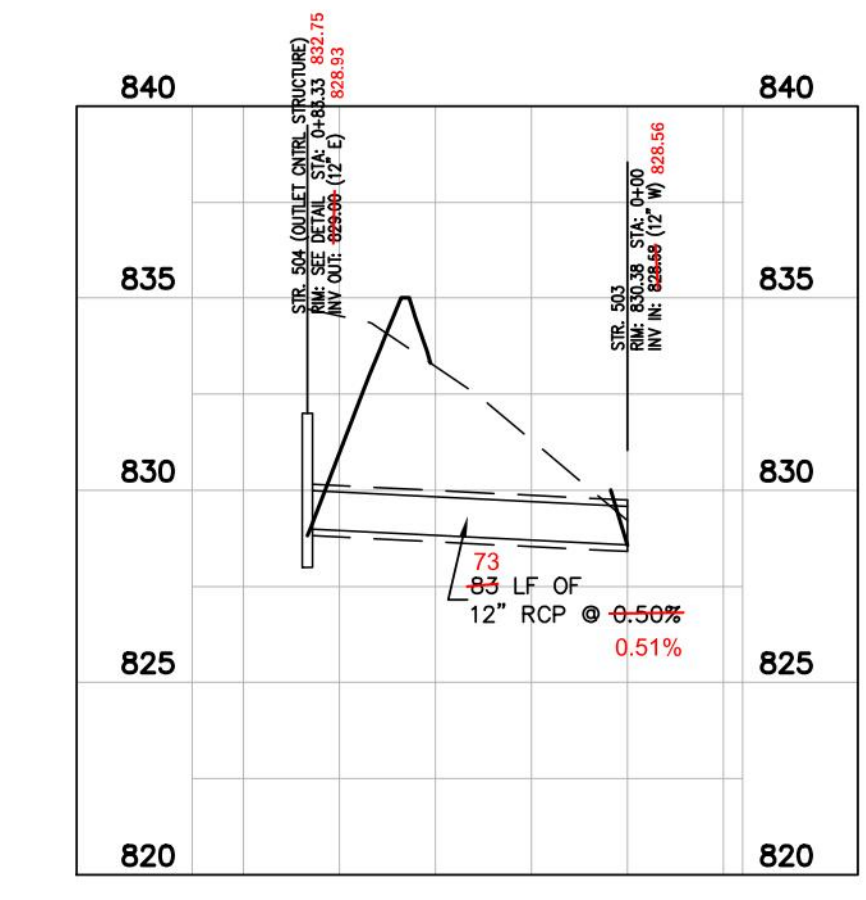
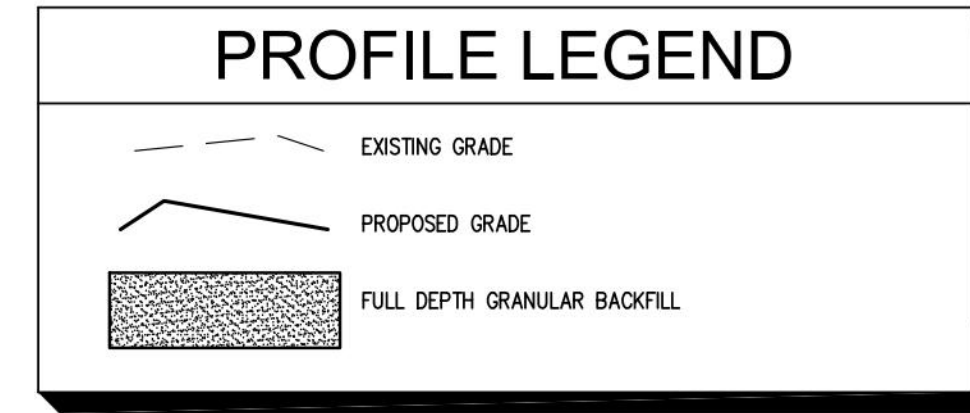
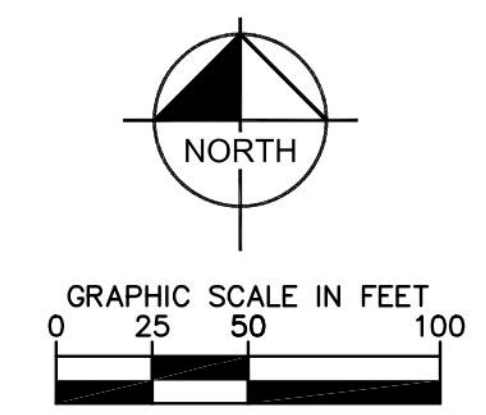
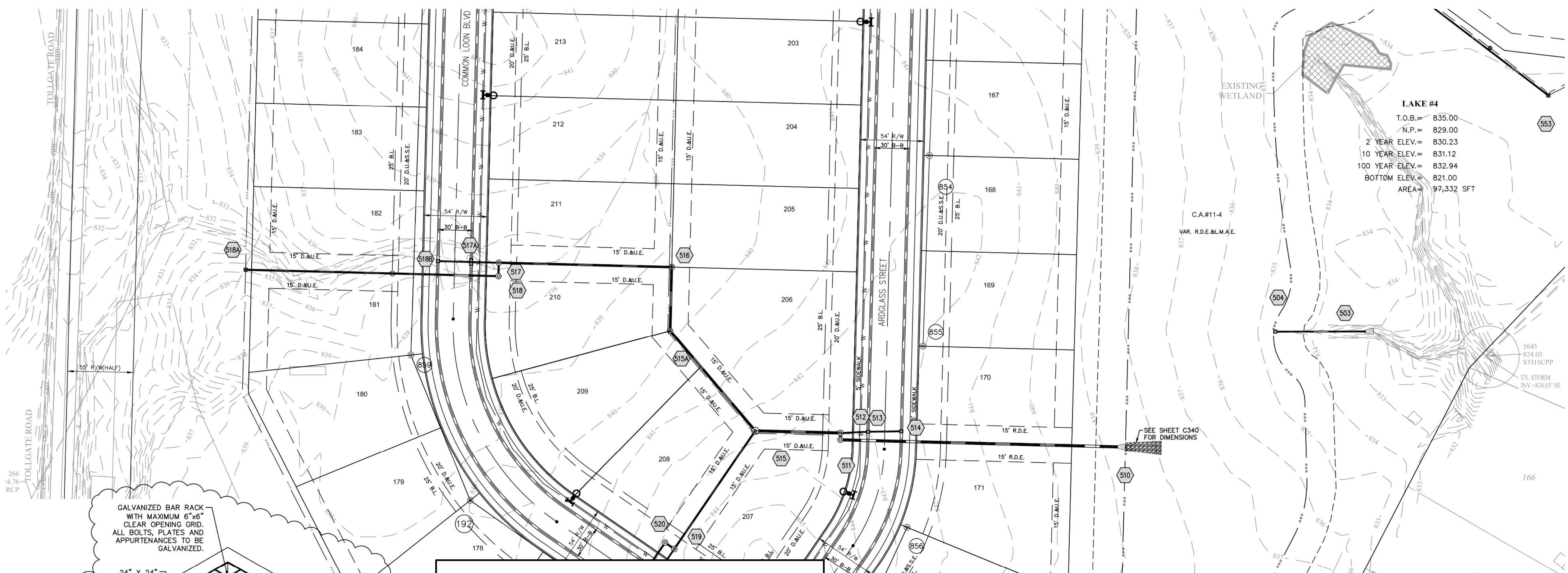
INDIANA UTILITIES PROTECTION SERVICE

ORIGINAL ISSUE: 09/20/2020
 KHA PROJECT NO. 170150004
 SHEET NUMBER C602

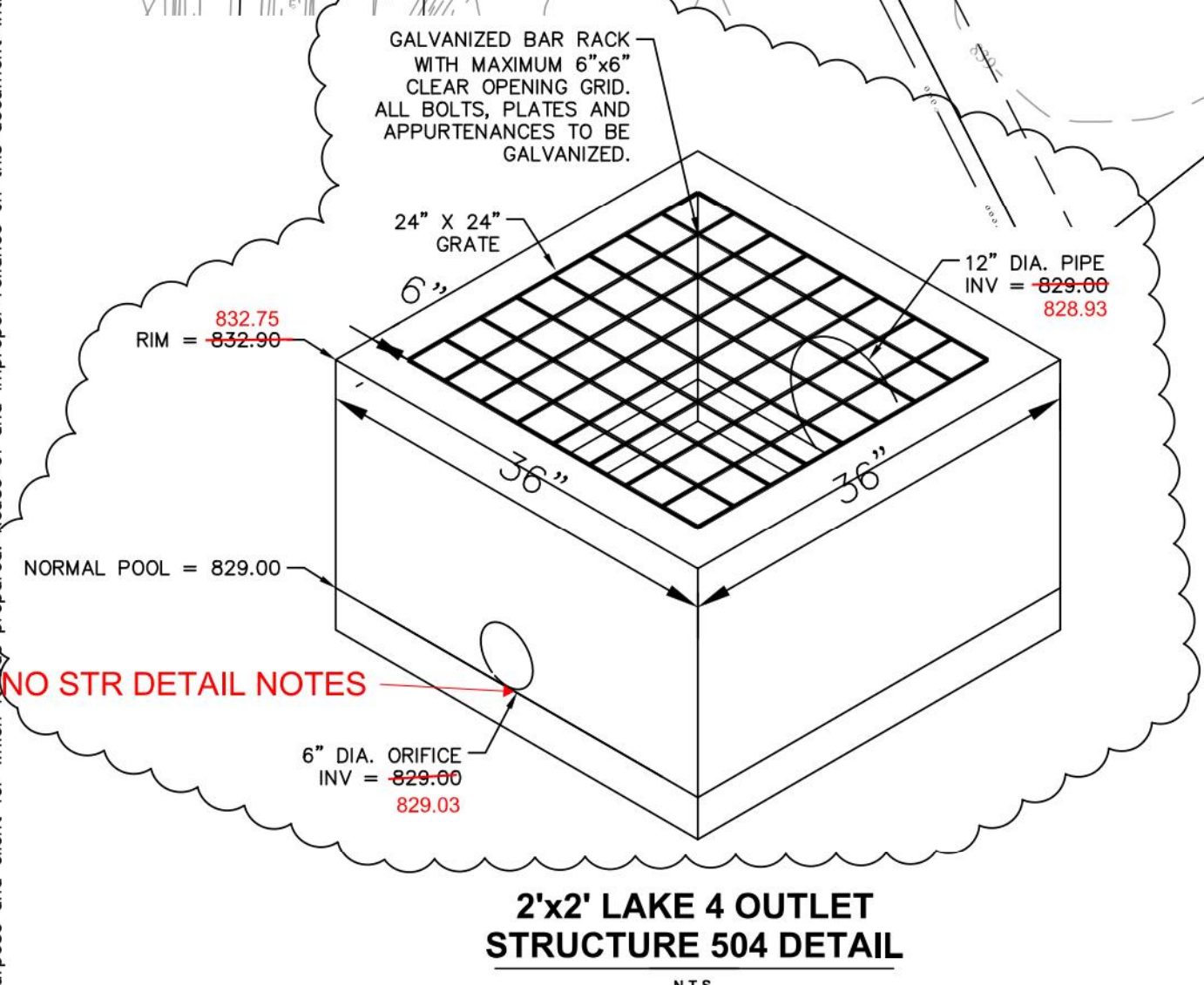
RECORD DRAWING



Drawing name: K:\IND_LIVE\170150004_ML_Tamarack_Sect_4\Drawings\Storm Plan and Profiles.dwg 0603 Jan 11, 2021 1:46pm by: jaycee
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Use of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



STM 504-503
H:1"=50' ; V:1"=5'



2'x2' LAKE 4 OUTLET STRUCTURE 504 DETAIL
N.T.S.

RECORD DRAWING
STORM SEWER AS-BUILTS
STORM SEWER STRUCTURES ONLY

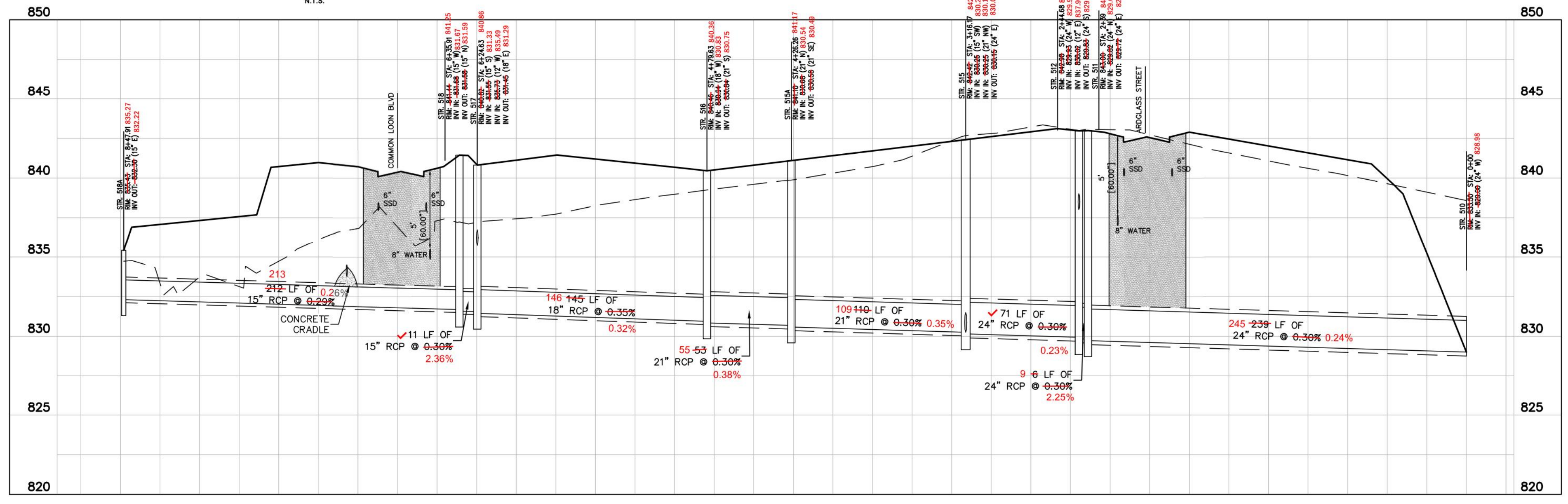
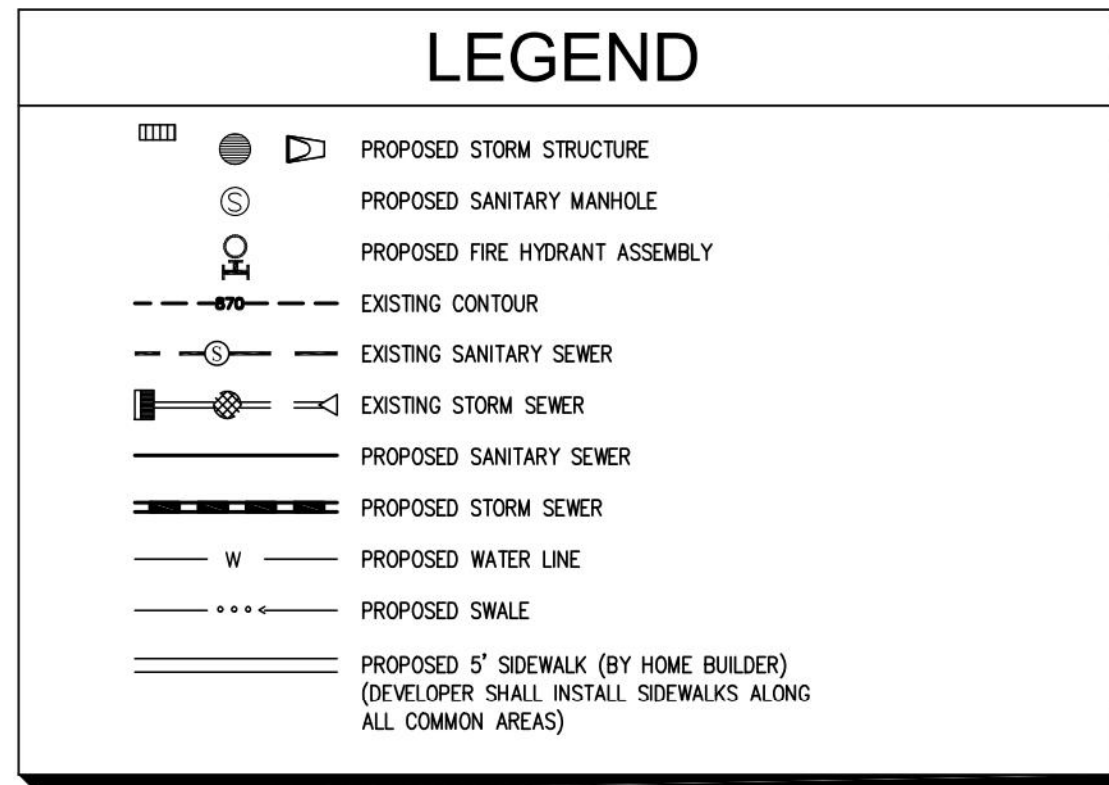
CERTIFIED BY: JACOB SHINNEMAN
 SCHNEIDER GEOMATICS
 A DIVISION OF THE SCHNEIDER ENGINEERING CORPORATION
 8901 OTIS AVE, SUITE 100
 INDIANAPOLIS, INDIANA 46216
 (866) 973-7100
 DATE: DECEMBER 15, 2021

NOTE:
 1. JACOB SHINNEMAN, CERTIFY THAT THE IMPROVEMENTS HAVE BEEN INSTALLED IN REASONABLE COMPLIANCE WITH THE ORIGINAL DESIGN PLANS WITH RESPECT TO HORIZONTAL LOCATIONS AND GRADES AND ANY DEVIATIONS OF LOCATIONS, GRADES OR MATERIAL USED ARE SHOWN IN THESE "AS-BUILT" DRAWINGS (PLANS).
 Record drawing certification only for top of casting, invert elevations and lengths of pipe.
 Slope percentage represents a calculated figure and is for general information only.
 Storm drainage system substantially complies with the approved construction plans.

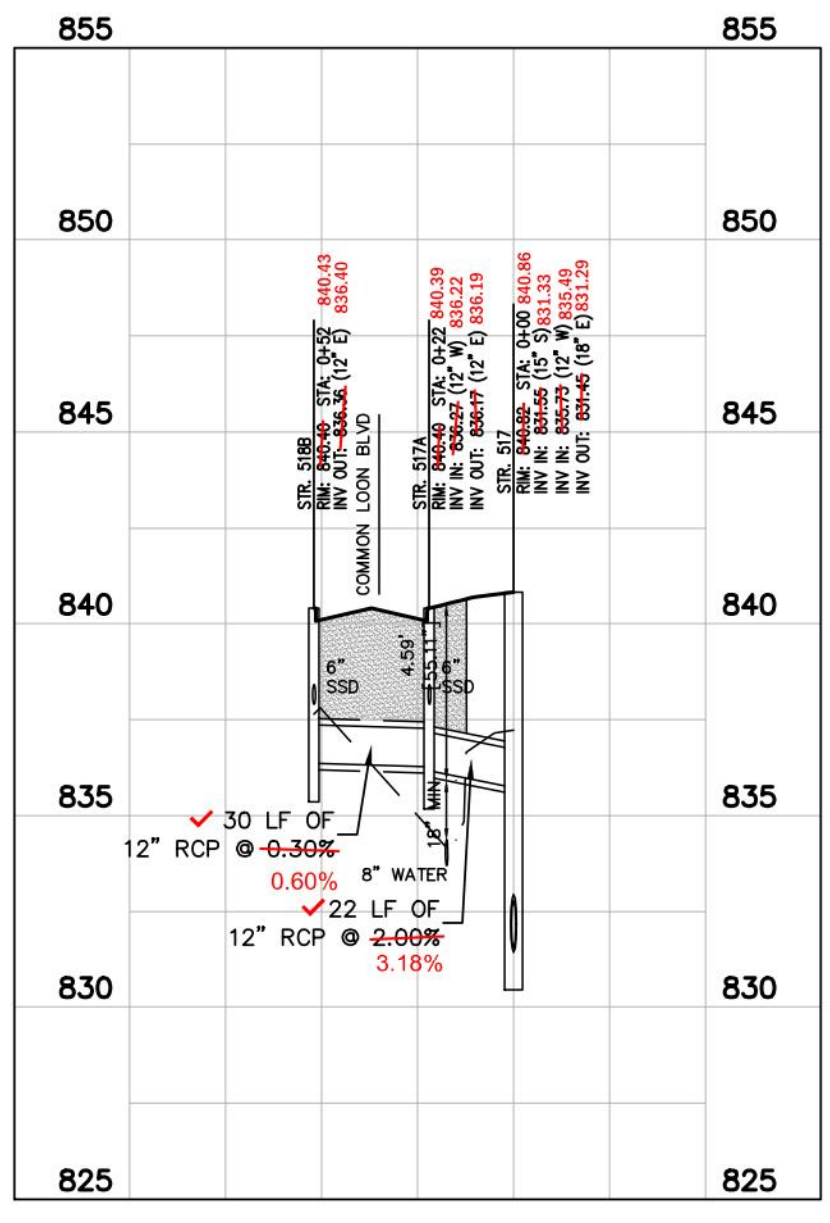
NOTES

1. SEE SHEET C601 FOR STORM SEWER NOTES.

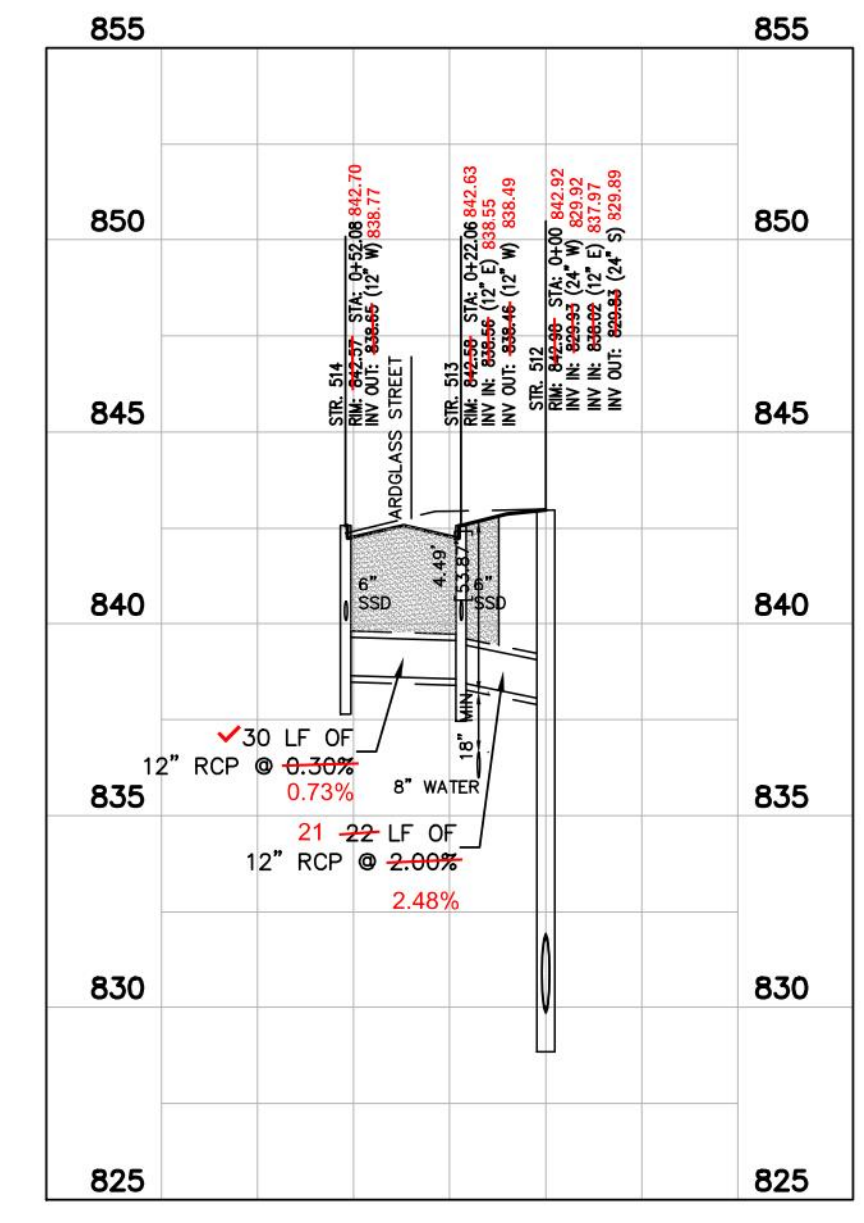
ALL STORM DRAIN CASTINGS WILL BE REQUIRED A NO DUMPING MESSAGE AS SPECIFIED ON SHEET 16 OF THE TOWN OF CICERO ENGINEERING STANDARDS.



STM 518A-510
H:1"=50' ; V:1"=5'



STM 518B-517
H:1"=50' ; V:1"=5'



STM 514-512
H:1"=50' ; V:1"=5'

RECORD DRAWING



REVISED PER UNITED REVIEW COMMENTS 11/30/2020 JRG
 AS NOTED
 DESIGNED BY: JSM
 DRAWN BY: JRG
 CHECKED BY: BAH
 REVISIONS
 DATE
 BY

Kimley-Horn
 © 2020 KIMLEY-HORN AND ASSOCIATES, INC.
 INDIANAPOLIS, IN 46240
 WWW.KIMLEY-HORN.COM

WILLIAM A. BUTZ, JR.
 No. PE10606045
 INDIANA
 PROFESSIONAL ENGINEER
 11/5/2020

M/I HOMES

TAMARACK SECTION 4
STORM PLAN & PROFILE
CICERO, IN

ORIGINAL ISSUE: 09/20/2020
 KHA PROJECT NO. 170150004
 SHEET NUMBER C603