

K.C.W.

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

August 21, 2018

To: Hamilton County Drainage Board

Re: Thorpe Creek Drain, Martha Ford Reconstruction

This is an addition to my report dated December 13, 2017. At the January 22, 2018 meeting of the Drainage Board the hearing for the above referenced reconstruction was tabled (see Hamilton County Drainage Board Minutes Book 18, pages 10-13).

During the discussion at the hearing the Board wanted to place a future assessment on the Underwood Property on the north side of 136th Street and the Pulte Property on the south side of 136th Street to recoup the costs of the work when those properties develop. The costs for the work has been broken down as follows:

North side of 136 th Street	\$77,000.00
South side of 136 th Street	\$105,000.00

The Underwood Tract is Parcel No. 13-12-20-00-00-008.002, 71.73 acres and 33.59 acres benefitted with an estimate of \$77,000.00 for the work on the north side of 136th Street. Upon the platting of all or any part of the benefitted parcel, the deferred assessment shall be due and payable at a rate of \$2,292.35 per acre.

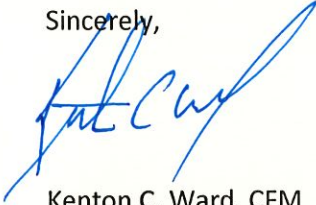
The Pulte Tract, Parcel No. 13-12-29-00-00-007.002, 46.721 acres was purchased for \$1,460,031.00 per the sales disclosure form dated October 11, 2004. Pulte donated the drainage easement needed for this project. The easement was 0.439 acres which would be valued at \$31,249.99 per acre or \$13,718.75 for the total donation value. Backing out the donation value from the estimated cost of the project the cost for this tract would be \$91,281.00. The deferred assessment for this tract will be assessed to the 33.40 acres remaining. Upon the platting of all or any part of the benefitted parcel, the deferred assessment shall be due and payable at a rate of \$2,732.96 per acre.

The deferred assessment for these tracts are as follows:

Underwood Family LP	13-12-20-00-00-008.002	33.59 Ac	\$77,000.00
Pulte Homes of Indiana LLC	13-12-29-00-00-007.002	33.40 Ac	\$91,281.00

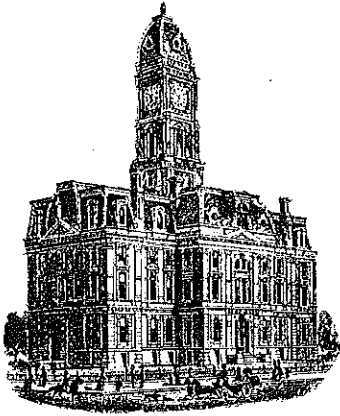
I recommend a hearing for the above deferred assessment be set for September 24, 2018.

Sincerely,



Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/llm



Kenton C. Ward, CFM
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Phone (317) 776-8495
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Suite 188
One Hamilton County Square
Noblesville, Indiana 46060-2230

December 13, 2017

To: Hamilton County Drainage Board

Re: Thorpe Creek Drainage Area, Martha Ford Arm Relocation

The Martha Ford Arm to the Thorpe Creek Drain is an open ditch constructed in 1953. The drain originates in Madison County. The portion of the drain within Hamilton County is located in Fall Creek Township, Sections 20 and 29 of Township 18 North Range 6 East. As of June 22, 2009 the drain is part of the Thorpe Creek Drainage Area. The drain is 6,556-feet in length. The drain runs generally south and west from Sta. 0 which is north of the intersection of 136th Street and Atlantic Road. The AJ Meyers Britton Falls Relocation Drain and the John Underwood Drain discharge to the Martha Ford Drain. The Martha Ford discharges to the Bell and Humbles Arm to Thorpe Creek Drain at Cyntheanne Road.

History

There is a Board of Commissioners report dated December 21, 1953 that indicates the construction of the drain was petitioned by Ernest J Ellingwood and Bessie-E Ellingwood. A hearing was set for December 30, 1953. [Commissioners Record Book 32]

At the April 23, 2001 meeting of the Drainage Board, it was reported that the Madison County Drainage Board declined the creation of a joint board for the Martha Ford Drain/Thorpe Creek. [See Hamilton County Drainage Board Minutes Book 6, pages 37-41]

At the June 22, 2009 meeting of the Drainage Board, the Martha Ford became part of the Thorpe Creek Drainage Area and Thorpe Creek was placed on maintenance. [See Hamilton County Drainage Board Minutes Book 12, pages 101-104]

The City of Fishers petitioned for the reconstruction of the drain at the meeting of the Drainage Board on September 28, 2015 [See Hamilton County Drainage Board Minutes Book 16, pages 319-320]

The Drainage Board approved a professional services contract with VS Engineering for the design of the reconstruction on January 26, 2016. [See Hamilton County Drainage Board Minutes Book 16, page 426]

Existing Condition

The segment of the drain on the north side of 136th Street, west of Atlantic Road is presently located immediately adjacent to the roadway surface of 136th Street. The roadway embankment is not stable and both gabion basket walls and concrete walls have been installed over the years. The gabion basket walls have begun to lean outwards at the top. The Hamilton County Surveyor completed a maintenance project to reset these gabion baskets in the fall of 2015. The County has received complaints recently of the abrupt drop off west of the intersection of 136th Street and Atlantic Road. There is limited clear zone available for vehicles that leave the roadway to come to a complete stop or to safely return to the roadway. This condition extends farther to the west where the drain is south of 136th Street and also along the west side of Atlantic Road north of the intersection.

Reconstruction Project

In order to provide additional clear zone and to better protect the roadway from erosion of the embankment, the drain must be relocated away from the roadway surface. The segment of the existing drain affected by the project is 1,085-LF. The length of the new drain in this segment will be 1,038-LF. The new drain will be 7-feet in width at the bottom with 2:1 side slopes. Material excavated for the new drain will be used to fill in the old drain. The slope of the drain in this section will average 0.33%. Rip Rap will be placed at turns in the alignment of the drain. The depth of the proposed drain varies from 6-10 feet. Existing surface and other drains that presently discharge to the drain will be extended to the drains new location with the project.

Permits

The County received a Section 401 Individual Water Quality Certification from the Indiana Department of Environmental Management on October 17, 2017. The County has also received a Section 404 Permit from the Army Corps of Engineers on November 1, 2017.

Project Cost

No.	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ 8,200.00	\$ 8,200.00
2	Maintenance of Traffic	1	LS	\$ 1,700.00	\$ 1,700.00
3	Clearing ROW	1	LS	\$ 3,300.00	\$ 3,300.00
4	Construction Engineering	1	LS	\$ 4,900.00	\$ 4,900.00
5	12" CMP	61	LFT	\$ 30.00	\$ 1,830.00
6	12" End Section	1	EA	\$ 800.00	\$ 800.00
7	Common Excavation and Grading	5300	CYS	\$ 16.00	\$ 84,800.00
8	Rip Rap	990	TON	\$ 45.00	\$ 44,550.00

9	Permanent Seeding	7700	SYS	\$ 1.00	\$ 7,700.00
10	Filter Fabric	7000	SYS	\$ 3.00	\$ 21,000.00
11	Silt Fence	1050	LFT	\$ 2.50	\$ 2,625.00
				Subtotal	\$ 181,405.00
				15% Contingency	\$ 27,210.75
				Construction Total	\$ 208,615.75
				Engineering Services	\$33,050.00
				Easement Appraisal Fee	\$600.00
				Easement Cost	\$5,225.00
				Grand Total	\$247,490.75

Engineering services provided by V.S. Engineering include survey, design, construction staking and as-builts drawings. Construction inspection shall be performed by the Hamilton County Surveyor's Office.

Project Funding

I recommend to the Board that this be paid from the Thorpe Creek maintenance fund as allowed under IC-36-9-27-45.5. The maintenance fund has a current balance of \$466,311.60.

The relocation of the drain will shorten the drain by 47-feet. The final length of the drain will be 6,509-feet.

Easements

Additional regulated drain easement was needed due to the moving of the open ditch. These easements were acquired on the following parcels:

Pulte Homes of Indiana LLC, Parcel Number 13-12-29-00-00-007.002
 Cost \$0.00
 Acres: 0.439
 Recorded October 2, 2017
 Instrument Number 2017048767

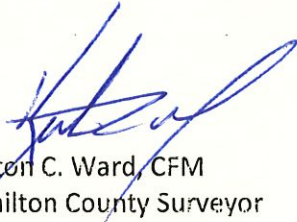
The Pulte Homes parcel is part of the Britton Falls Development and will be designated as floodway and common area on the proposed plat for the development.

Underwood Family LP, Parcel Number 13-12-30-00-00-008.002
 Cost \$5,225.00
 Acres 0.188
 Recorded July 19, 2017
 Instrument Number 2017034390

Over the new open drain, the easement will include the width between the tops-of-bank and 75-feet from each top of bank.

The cost of easement acquisition is included in the above cost estimate and were paid out the Thorpe Creek maintenance fund

I recommend that the Board set a hearing for this proposal for January 22, 2018.



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Hamilton County Surveyor



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Noblesville, Indiana 46060-2230

August 21, 2018

To: Hamilton County Drainage Board

Re: Thorpe Creek Drain, Martha Ford Reconstruction

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**IN THE MATTER OF THE THORPE CREEK DRAIN
HAMILTON COUNTY DRAINAGE BOARD**

FILED
AUG 26 2015
REGISTERED CLERK OF HAMILTON COUNTY SURVEYOR

Comes now the Board of Public Works and Safety of the City of Fishers ("Board"), who petitions the Hamilton County Drainage Board as follows:

1. The Board members are the duly appointed members of the City's Board of Public Works and Safety.
2. The Board is responsible for the drainage of public highways.
3. The Board now desires that a regulated drain be reconstructed in Fall Creek Township which involves 136th Street, Atlantic Road, and various areas surrounding the roads in the drainage shed.
4. The names and addresses of each owner affected by the proposed public drainage are attached hereto and incorporated herein as Exhibit "A", which area of land involved in the proposed drainage area is located in Section 29 Township 18 north, Range 6 east, Hamilton County, Indiana.
5. No other public lands or owners are located in the area which would affect improvement.
6. The general route of the proposed reconstruction involves moving the existing open ditch away from 136th Street in order to improve safety.
7. In the opinion of the Petitioner, the costs, damages, and expenses of the proposed improvement will be less than the benefits which will result to the owners of the land to be benefited thereby.
8. In the opinion of the Petitioner, the proposed improvement will benefit a public highway in Fishers, Indiana.
9. That the name of the attorney representing Petitioner in the drainage petition is Chris Greisl, City Attorney, Fishers, Indiana.
10. Petitioners shall pay the cost of notice and all reasonable legal costs if the Petition is dismissed.
11. Petitioner shall post a bond, if required; to pay the cost of notice and all reasonable legal costs in the case the improvement is not established.

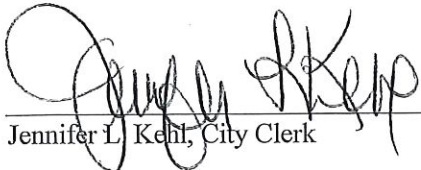
**BOARD OF PUBLIC WORKS & SAFETY, CITY
OF FISHERS
HAMILTON COUNTY, INDIANA**

AYE

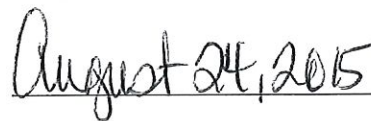
NAY

	Scott Fadness, Chairman	
	Jeff Lantz, Member	
	Jason Meyer, Member	

ATTEST:


Jennifer L. Kehl, City Clerk

DATE:


August 24, 2015

Approved by: Christopher P. Greisl, City Attorney

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
Thorpe Creek Drain, Martha Ford Reconstruction

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the **Thorpe Creek Drain, Martha Ford Reconstruction** came before the Hamilton County Drainage Board for hearing **on September 24, 2018**, on the Reconstruction Report consisting of the report and the Schedule of Damages and Assessments. The Board also received and considered the written objection of an owner of certain lands affected by the proposed Reconstruction, said owner being:

Evidence was heard on the Reconstruction Report and on the aforementioned objections.

The Board, having considered the evidence and objections, and, upon motion duly made, seconded and unanimously carried, did find and determine that the costs, damages and expenses of the proposed Reconstruction will be less than the benefits accruing to the owners of all land benefited by the Reconstruction.

The Board having considered the evidence and objections, upon motion duly made, seconded and unanimously carried, did adopt the Schedule of Assessments as proposed, subject to amendment after inspection of the subject drain as it relates to the lands of any owners which may have been erroneously included or omitted from the Schedule of Assessments.

The Board further finds that it has jurisdiction of these proceedings and that all required notices have been duly given or published as required by law.

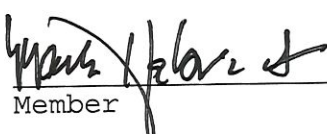
Wherefore, it is ORDERED, that the proposed Reconstruction of the **Thorpe Creek Drain, Martha Ford Reconstruction** be and is hereby declared established.

Thereafter, the Board made inspection for the purpose of determining whether or not the lands of any owners had been erroneously included or excluded from the Schedule of Assessments. The Board finds on the basis of the reports and findings at this hearing as follows:

HAMILTON COUNTY DRAINAGE BOARD



PRESIDENT




Member



Member

ATTEST:


Executive Secretary

AIA Document A312™ – 2010

HADB-2018-00042
Performance Bond

CONTRACTOR:
(Name, legal status and address)
Hoosier Pride Excavating, Inc

9150 North Prairie Road
Springport, IN 47386

OWNER:
(Name, legal status and address)

Hamilton County Drainage Board
One Hamilton County Square, Suite 188,
Noblesville, IN 46060

CONSTRUCTION CONTRACT
Date: December 10, 2018

Amount: One Hundred Fifty Thousand Four Hundred Thirty-eight And No/100 (\$150,438.00)

Description:
(Name and location)
Thorpe Creek Drain, Martha Ford Reconstruction

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
Baltimore, MD

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.


BOND

Date: December 17, 2018
(Not earlier than Construction Contract Date)

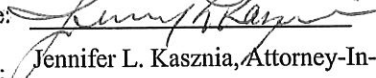
Amount: One Hundred Eighty Thousand Five Hundred Twenty-five And 60/100(\$180,525.60)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Hoosier Pride Excavating, Inc

Signature: 
Name: Ronald J. Brown Pres.
and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company: *(Corporate Seal)*
Fidelity and Deposit Company of Maryland

Signature: 
Name: Jennifer L. Kasznia, Attorney-In-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Gibson
P O Box 11177
South Bend, IN 46634
(574) 245-3592

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
VS Engineering, Inc.
4275 North High School Road
Indianapolis, IN 46254

§ 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.

§ 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.

§ 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.

Init.

AIA Document A312™ - 2010. The American Institute of Architects.

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§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

EXTRACT FROM BY-LAWS OF THE COMPANIES

Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of December, 2018.



David D. McVicker

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

Thorpe Creek Drain, Martha Ford Reconstruction

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board concerning the reconstruction of the **Thorpe Creek Drain, Martha Ford Reconstruction** on **September 24, 2018** at **9:00 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana. Construction and maintenance reports of the Surveyor and the Schedule of Assessments proposed 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

STATE OF INDIANA)
) SS BEFORE THE HAMILTON
)
COUNTY OF HAMILTON) DRAINAGE BOARD

**IN THE MATTER OF Thorpe Creek Drain, Martha Ford
Reconstruction**

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting **September 24, 2018** adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

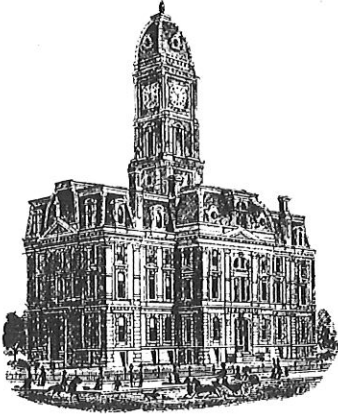
The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Steven C. Dillinger
PRESIDENT

ATTEST: Lynette Mosbaugh
SECRETARY



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

July 20, 2020

TO: Hamilton County Drainage Board

RE: Thorpe Creek Drain, Martha Ford Arm Relocation Final Report

This is the Inspector's Final Report on the Thorpe Creek Drain, Martha Ford Arm Relocation located in Sections 20 and 29, Township 18 North, Range 6 East in Fall Creek Township, Hamilton County, Indiana.

The Surveyor's Report for the Thorpe Creek Drain, Martha Ford Arm Relocation dated December 13, 2017 was presented to the Drainage Board at the January 22, 2018 meeting. The hearing was tabled by the Board due to the possibility of future development on both sides of 136th Street in the area of the proposed relocation and the possibility of deferred assessments to undeveloped tracts. (HCDB Minute Book 18, Pages 10 – 13).

At the September 24, 2018 meeting of the Hamilton County Drainage Board re-opened the tabled hearing for the Thorpe Creek Drain, Martha Ford Arm Relocation and the Surveyor's Report dated December 13, 2017 was approved. (HCDB Minute Book 18, Pages 250 – 254).

At the October 08, 2018 meeting the Findings and Orders for the Thorpe Creek Drain, Martha Ford Arm Relocation was brought to the Board and were approved by the Board. (HCDB Minute Book 18, Page 262).

At the December 10, 2018 meeting of the Hamilton County Drainage Board the contract for the Thorpe Creek Drain, Martha Ford Arm Relocation was awarded to Hoosier Pride Excavating for \$150,438.00 (HCDB Minute Book 18, Page 320).

The cost estimate for the Thorpe Creek Drain, Martha Ford Arm Relocation was \$208,615.75.

Additional regulated drain easement was required due to the moving of the open ditch. Easements were acquired on the following parcels.

Pulte Homes of Indiana LLC, Parcel Number 13-12-29-00-00-007.002

Cost: \$0.00

Acres: 0.439

Recorded: October 2, 2017

Instrument Number: 2017048767

Underwood Family LP, Parcel Number 13-12-30-00-00-008.002

Cost: \$5,225.00

Acres: 0.188

Recorded: July 19, 2017

Instrument Number: 2017034390

The Thorpe Creek Drain, Martha Ford Arm Relocation consisted of approximately 1,040 feet of ditch reconstruction, implementation of erosion control measures and seeding.

During the reconstruction/relocation of the Martha Ford Drain changes were made to the original VS design of the drain. Existing culvert pipes under 136th Street and Atlantic Road at Stations 3+00, 4+25 and 8+50 were extended to the regulated drain. The extension at Station 8+50 required a 48" MH structure with Inlet grate be installed on the existing 18" culvert pipe under Atlantic Road to properly align and extend the new 80 feet of CMP pipe to the drain. The 3 culvert pipe extensions were done to provide additional area to level extra spoil generated from the new cuts of the proposed relocation of the drain away from existing public right-of-way of 136th Street and Atlantic Road. Additional rip rap was utilized along the relocated drain to stabilize the new drain from eroding.

There were two (2) change orders on this project for additional work or field revisions on the project as allowed by IC 36-9-27-80.5. Those change orders are as follows.

Change Order # 1 - Approved March 11, 2019 (HCDB Minute Book 18, Page385)

Extend Two 24"x35" CMPA Culvert Pipes to Drain

Install 48" Catch Basin w/ Beehive and 80 LF of 24" CMP

Clear Trees and Remove FL Obstruction just west of begin point \$18,950.00

Change Order # 2 - Approved April 22, 2019 (HCDB Minute Book 18, Pages 418-419)

Additional 174 Ton of Rip Rap for Channel Stabilization \$6,933.90

The following is a breakdown of all costs associated with the Thorpe Creek Drain, Martha Ford Reconstruction.

Pay Application # 1 Total	\$171,311.90
Retainage	<u>\$25,696.79</u>

Amount Paid to Hoosier Pride Excavating (05/15/19)	\$145,615.11
Pay Application # 2 Total	\$5,010.00
Retainage	<u>\$751.50</u>
Amount Paid to Hoosier Pride Excavating (09/24/19)	\$4,258.50
Pay Application # 3 Retainage (03/10/20)	<u>\$26,448.29</u>
3 Pay Applications	\$149,873.61
Retainage	<u>\$26,448.29</u>
Total Paid to Hoosier Pride Excavating	\$176,321.90
Engineering/Staking/As-builts	\$31,550.00
Easement Services	\$1,500.00
Easement Appraisal & Purchase (13-12-20-00-00-008.002)	<u>\$5,825.00</u>
Total Reconstruction Costs	\$215,196.90

The reconstruction of the Thorpe Creek Drain, Martha Ford Arm Relocation was paid from the Thorpe Creek Drain Fund.

The cost estimate was \$208,615.75. The actual cost estimate vs. cost is as follows:

	Proposed	Actual
Construction Cost	<u>\$208,615.75</u>	<u>\$176,321.90</u>
Construction Total:	\$208,615.75	\$176,321.90
Engineering, Staking & As-builts	\$31,550.00	\$31,550.00
Easement Services	\$1,500.00	\$1,500.00
Easement Appraisal & Purchase	<u>\$5,825.00</u>	<u>\$5,825.00</u>
Grand Total:	\$247,490.75	\$215,196.90

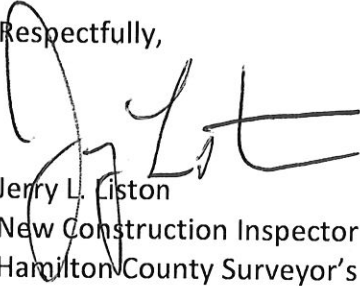
Statement of all Incurred Expenses Paid signed by the Contractor as required in IC 36-9-27-82(b) was received on September 9, 2019.

Engineering, Construction Staking and As-built Drawings were done by VS Engineering. As-built drawings were submitted by VS Engineering on January 31, 2020. Revised As-built drawings were approved February 24, 2020.

As of February 25, 2020, I hereby attest to and agree that the reconstruction was installed according to specified plans, change orders and inspections and have approved such work under IC 36-9-27-82(a). All inspections have been completed. Final inspection was on July 17, 2019.

I recommend the Board approve the drains reconstruction as complete and acceptable.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Liston". The signature is stylized with a large initial "J" and a long horizontal stroke at the end.

Jerry L. Liston
New Construction Inspector
Hamilton County Surveyor's Office

JLL/jll

0+00

1+00

2+00

3+00

4+00

5+00

UNDERWOOD FAMILY LP
0 E. 136TH ST.

136TH STREET

BOBBY J. BARKER
16495 E. 136TH ST.

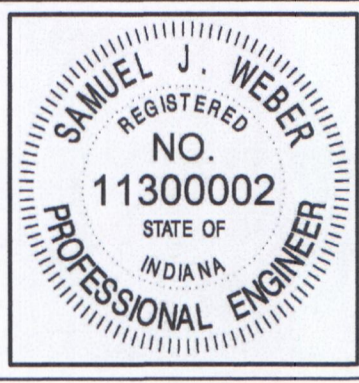
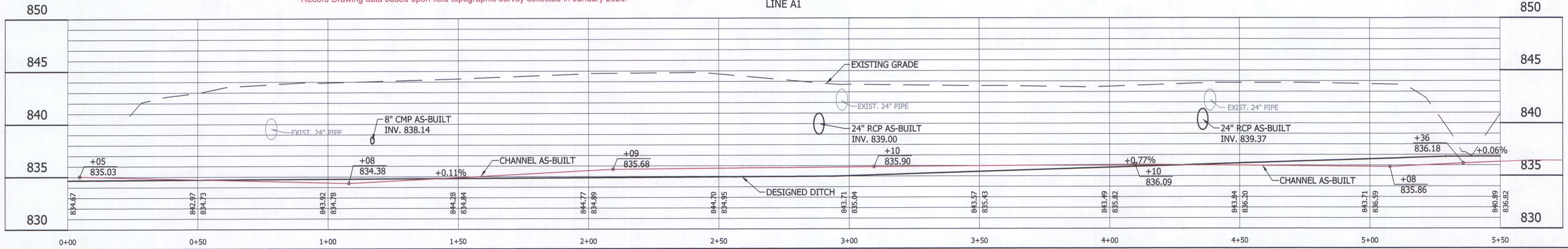
PULTE HOMES OF INDIANA LLC.
0 E. 136TH ST.

RECORD DRAWING

Record Drawing data based upon field topographic survey collected in January 2020.

LEGEND

—	PROPOSED DRAINAGE EASEMENT	—	PROPOSED TOP OF BANK
- - -	EXISTING DRAINAGE EASEMENT	—	PROPOSED FLOW LINE
[R]	RIP RAP	—	EXISTING PROPERTY LINE
—	EXISTING UTILITY POLE	—	EXISTING RIGHT OF WAY
—	EXISTING GUYWIRE	—	EXISTING FLOWLINE
—	EXISTING TREE	—	EXISTING OVERHEAD UTILITY
—	EXISTING TREE LINE	—	EXISTING TELEPHONE
—		—	EXISTING ELECTRIC
—		—	EXISTING GAS
—		—	EXISTING WATER MAIN
—		—	EXISTING FENCE LINE



RECOMMENDED FOR APPROVAL	<i>[Signature]</i>	01/10/2018
	DESIGN ENGINEER	DATE
DESIGNED:	KDK	DRAWN:
		KDK
CHECKED:	SJW	CHECKED:
		SJW

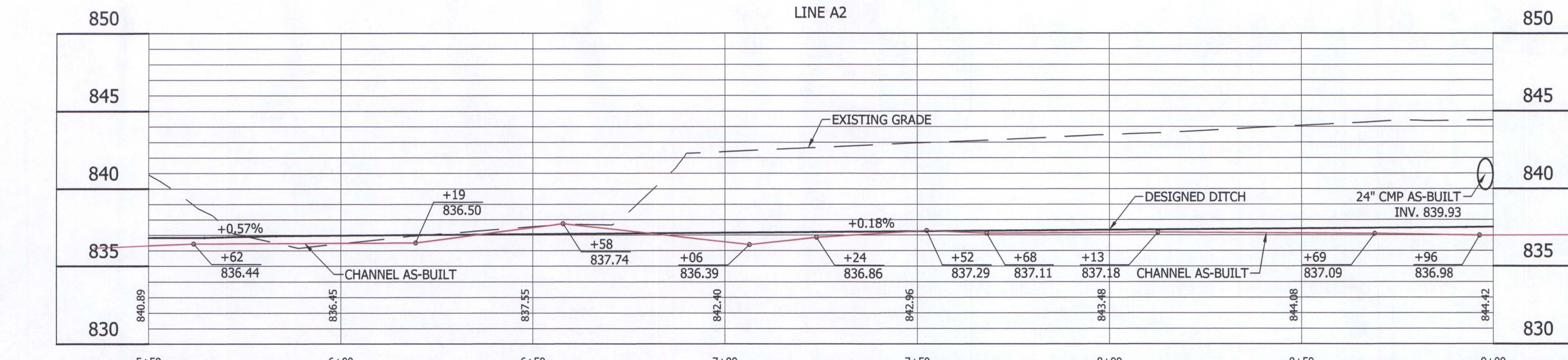
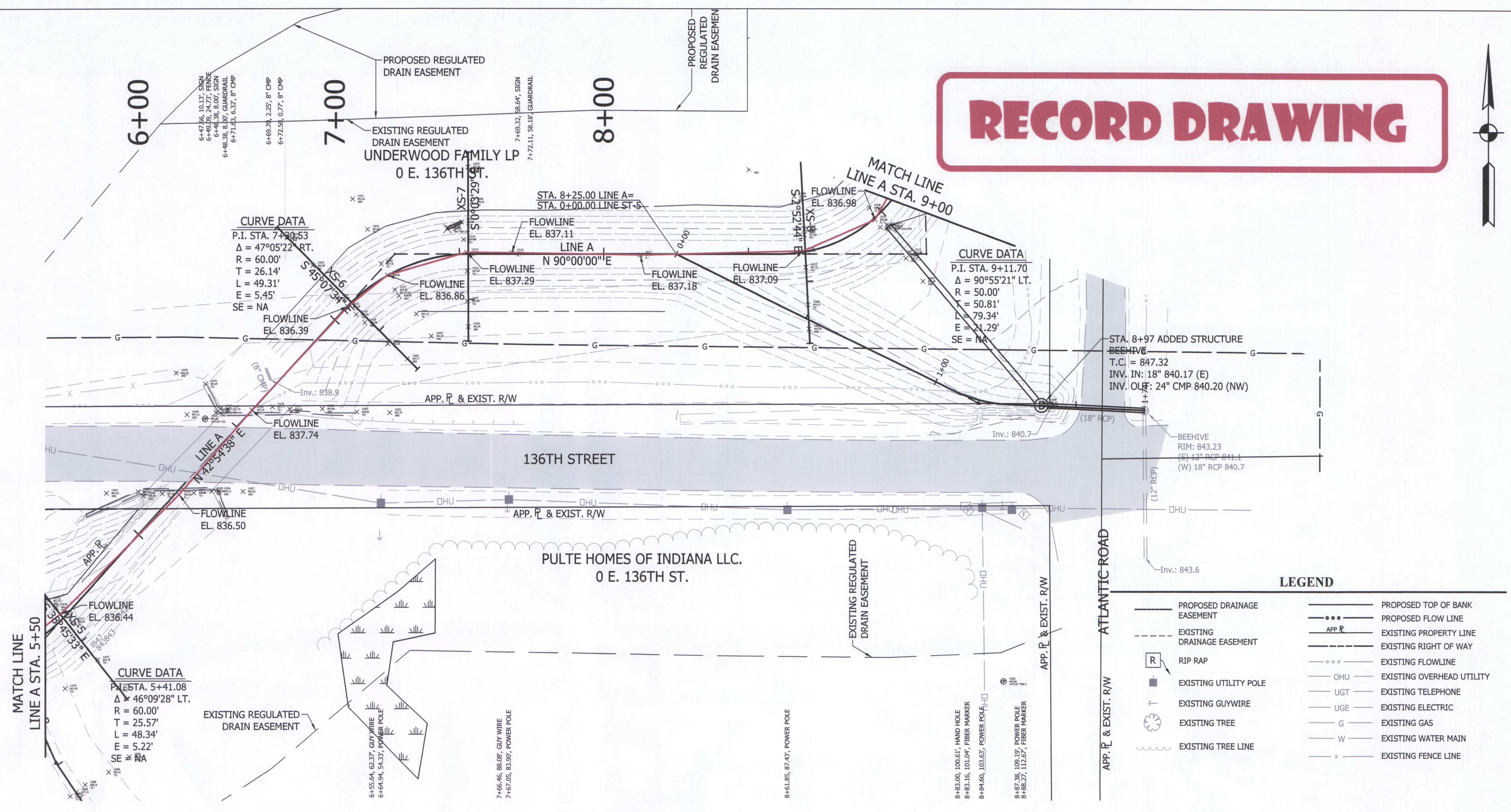
THORPE CREEK DRAINAGE AREA,
MARTHA FORD ARM RELOCATION
HAMILTON COUNTY, INDIANA

**LINE A
PLAN AND PROFILE**

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICAL SCALE	DESIGNATION
1" = 5'	N/A
SURVEY BOOK	SHEETS
	09 of 24
CONTRACT	PROJECT
	16-3501

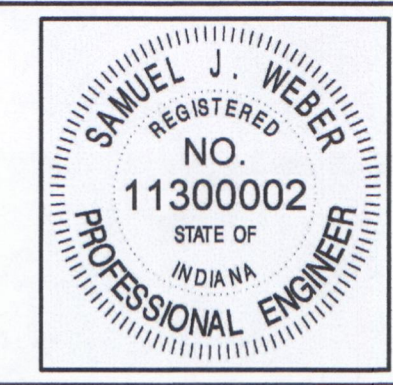
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DATE...Feb 20, 2020 - 9:03pm

RECORD DRAWING



LEGEND

	PROPOSED DRAINAGE EASEMENT		PROPOSED TOP OF BANK
	EXISTING DRAINAGE EASEMENT		PROPOSED FLOWLINE
	RIP RAP		EXISTING PROPERTY LINE
	EXISTING UTILITY POLE		EXISTING RIGHT OF WAY
	EXISTING GUYWIRE		EXISTING FLOWLINE
	EXISTING TREE		EXISTING OVERHEAD UTILITY
	EXISTING TREE LINE		EXISTING TELEPHONE
			EXISTING ELECTRIC
			EXISTING GAS
			EXISTING WATER MAIN
			EXISTING FENCE LINE



RECOMMENDED FOR APPROVAL: *[Signature]* 01/10/2018
 DESIGN ENGINEER DATE

DESIGNED: KDK DRAWN: KDK
 CHECKED: SJW CHECKED: SJW

THORPE CREEK DRAINAGE AREA,
 MARTHA FORD ARM RELOCATION
 HAMILTON COUNTY, INDIANA

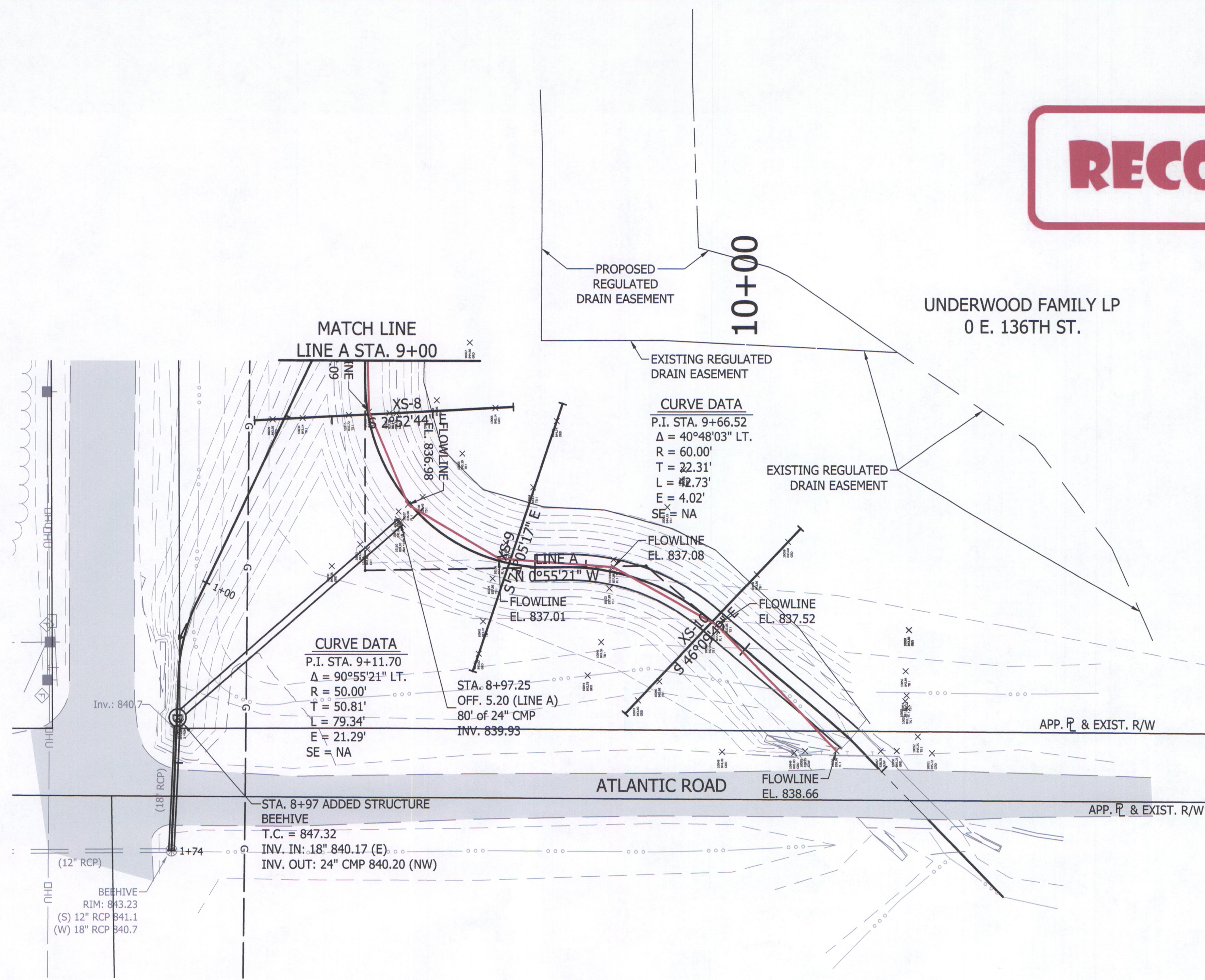
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1" = 5'	N/A
SURVEY BOOK	SHEETS
	10 of 24
CONTRACT	PROJECT
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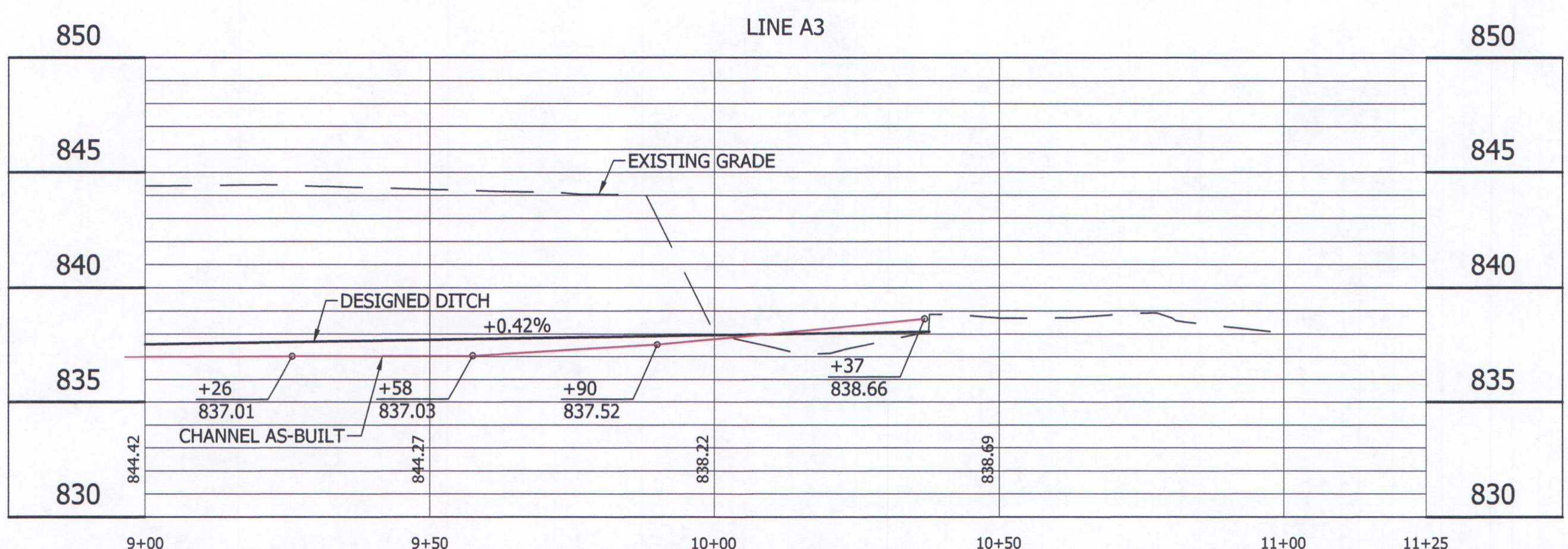


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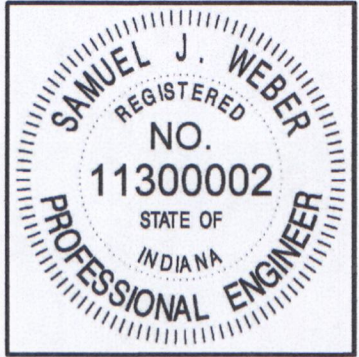


LEGEND

	PROPOSED DRAINAGE EASEMENT		PROPOSED TOP OF BANK
	EXISTING DRAINAGE EASEMENT		PROPOSED FLOW LINE
	RIP RAP		EXISTING PROPERTY LINE
	EXISTING UTILITY POLE		EXISTING RIGHT OF WAY
	EXISTING GUYWIRE		EXISTING FLOWLINE
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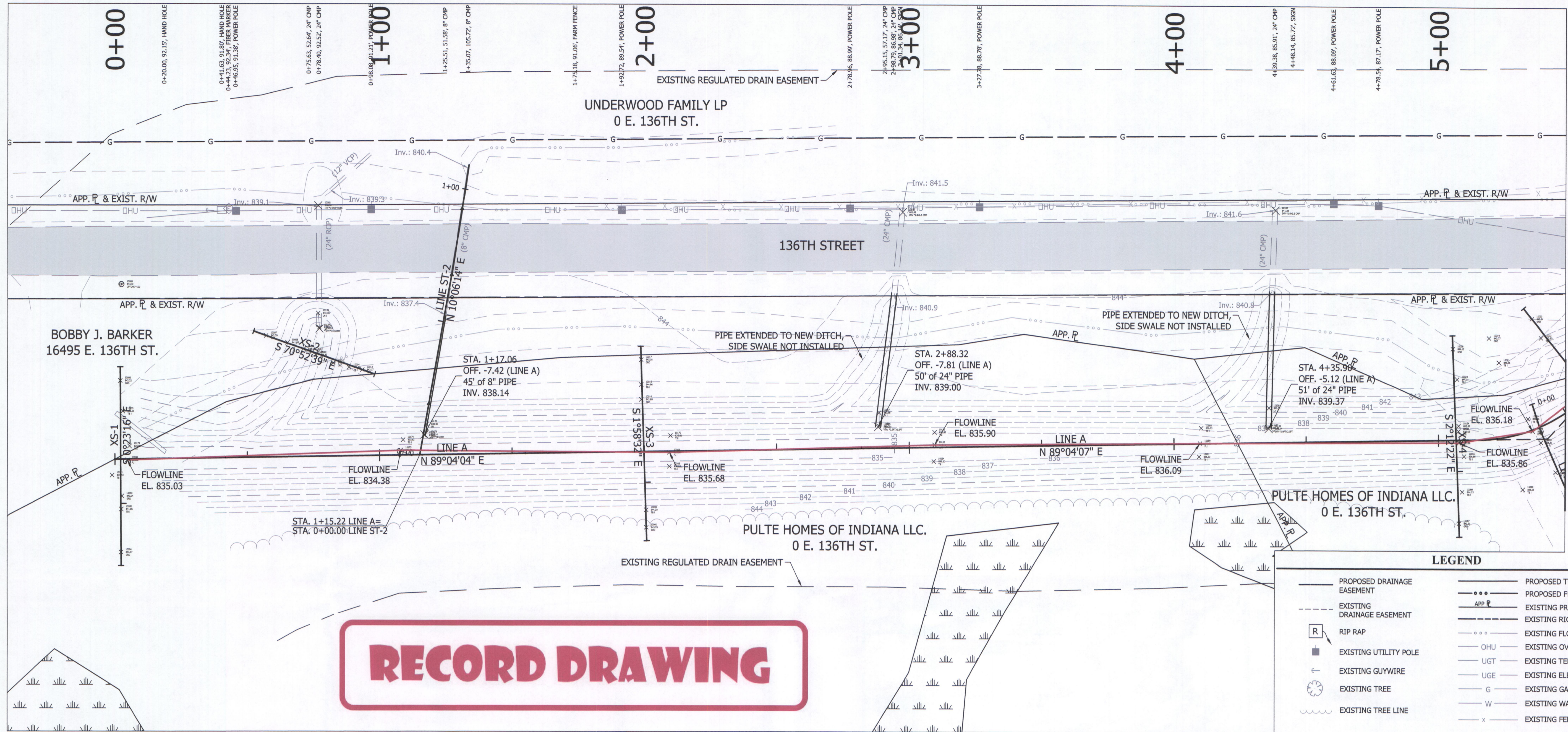
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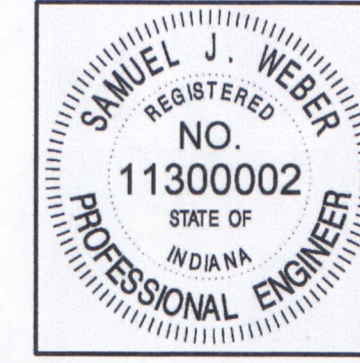
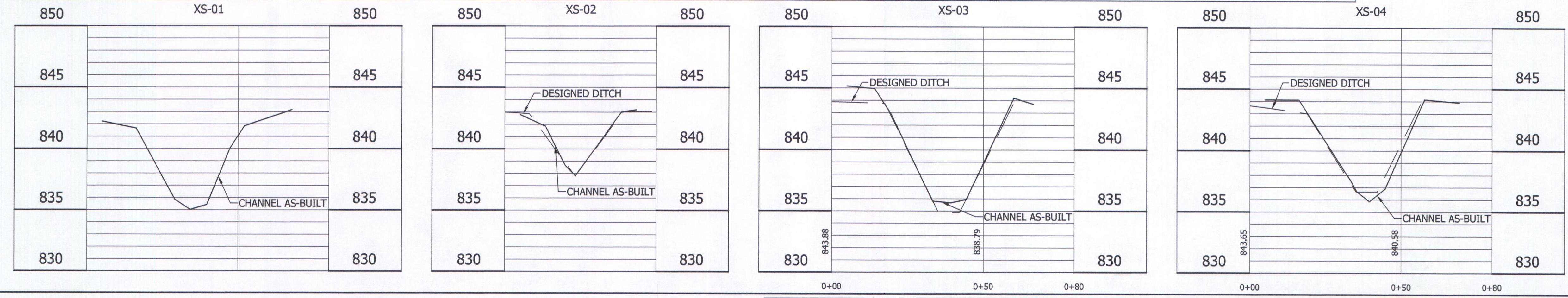
THORPE CREEK DRAINAGE AREA,
 MARTHA FORD ARM RELOCATION
 HAMILTON COUNTY, INDIANA
LINE A
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HORIZONTAL SCALE	BRIDGE FILE
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VERTICAL SCALE	DESIGNATION
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SURVEY BOOK	SHEETS
	11 of 24
CONTRACT	PROJECT
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LEGEND

	PROPOSED DRAINAGE EASEMENT		PROPOSED TOP OF BANK
	EXISTING DRAINAGE EASEMENT		PROPOSED FLOW LINE
	RIP RAP		EXISTING PROPERTY LINE
	EXISTING UTILITY POLE		EXISTING RIGHT OF WAY
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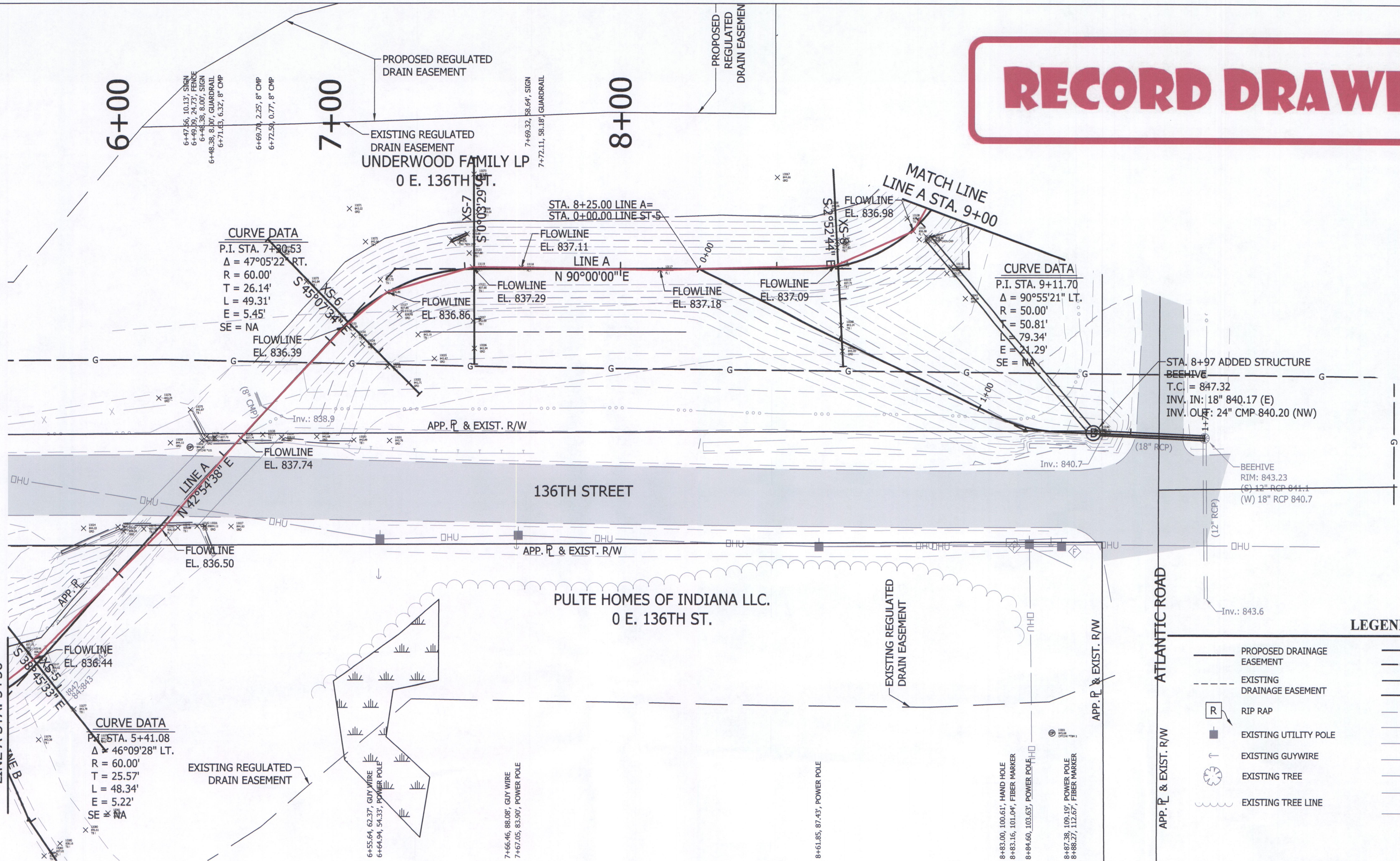
THORPE CREEK DRAINAGE AREA,
MARTHA FORD ARM RELOCATION
HAMILTON COUNTY, INDIANA

**LINE A PROPOSED SWALE
PLAN AND PROFILE**

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SURVEY BOOK	SHEETS
	12 of 24
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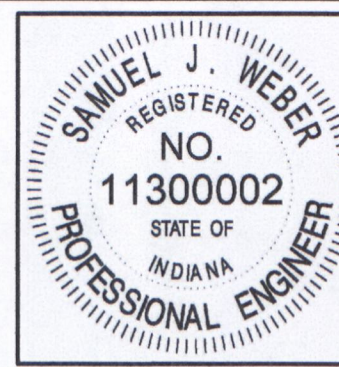
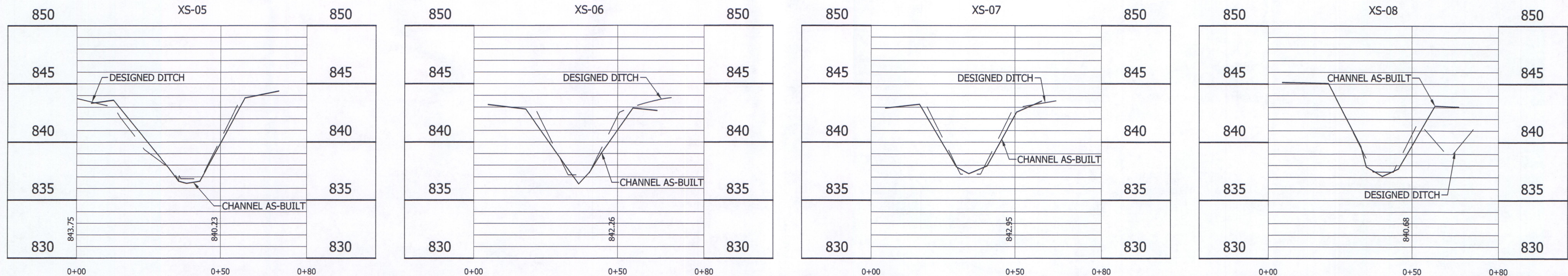
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 DATE...Feb 20 2020 - 9:03pm

RECORD DRAWING



LEGEND

- PROPOSED DRAINAGE EASEMENT
- - - EXISTING DRAINAGE EASEMENT
- [R] RIP RAP
- [U] EXISTING UTILITY POLE
- [G] EXISTING GUYWIRE
- [T] EXISTING TREE
- [T] EXISTING TREE LINE
- PROPOSED TOP OF BANK
- PROPOSED FLOW LINE
- APP. P. EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING FLOWLINE
- OHU EXISTING OVERHEAD UTILITY
- UGT EXISTING TELEPHONE
- UGE EXISTING ELECTRIC
- G EXISTING GAS
- W EXISTING WATER MAIN
- x EXISTING FENCE LINE



RECOMMENDED FOR APPROVAL: *[Signature]* 01/10/2018
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DESIGNED: KDK DRAWN: KDK
 CHECKED: SJW CHECKED: SJW

THORPE CREEK DRAINAGE AREA,
 MARTHA FORD ARM RELOCATION
 HAMILTON COUNTY, INDIANA

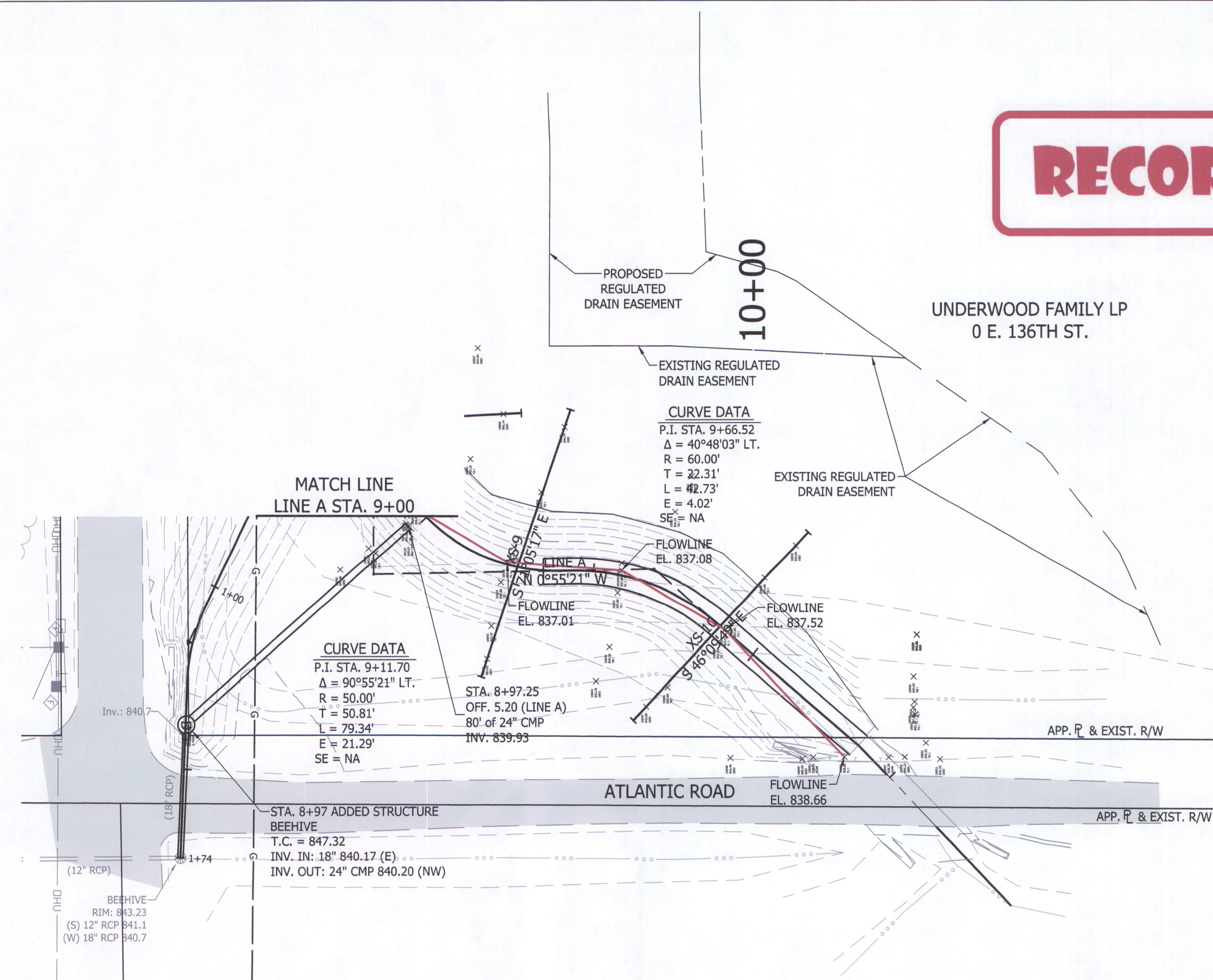
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VERTICAL SCALE	DESIGNATION
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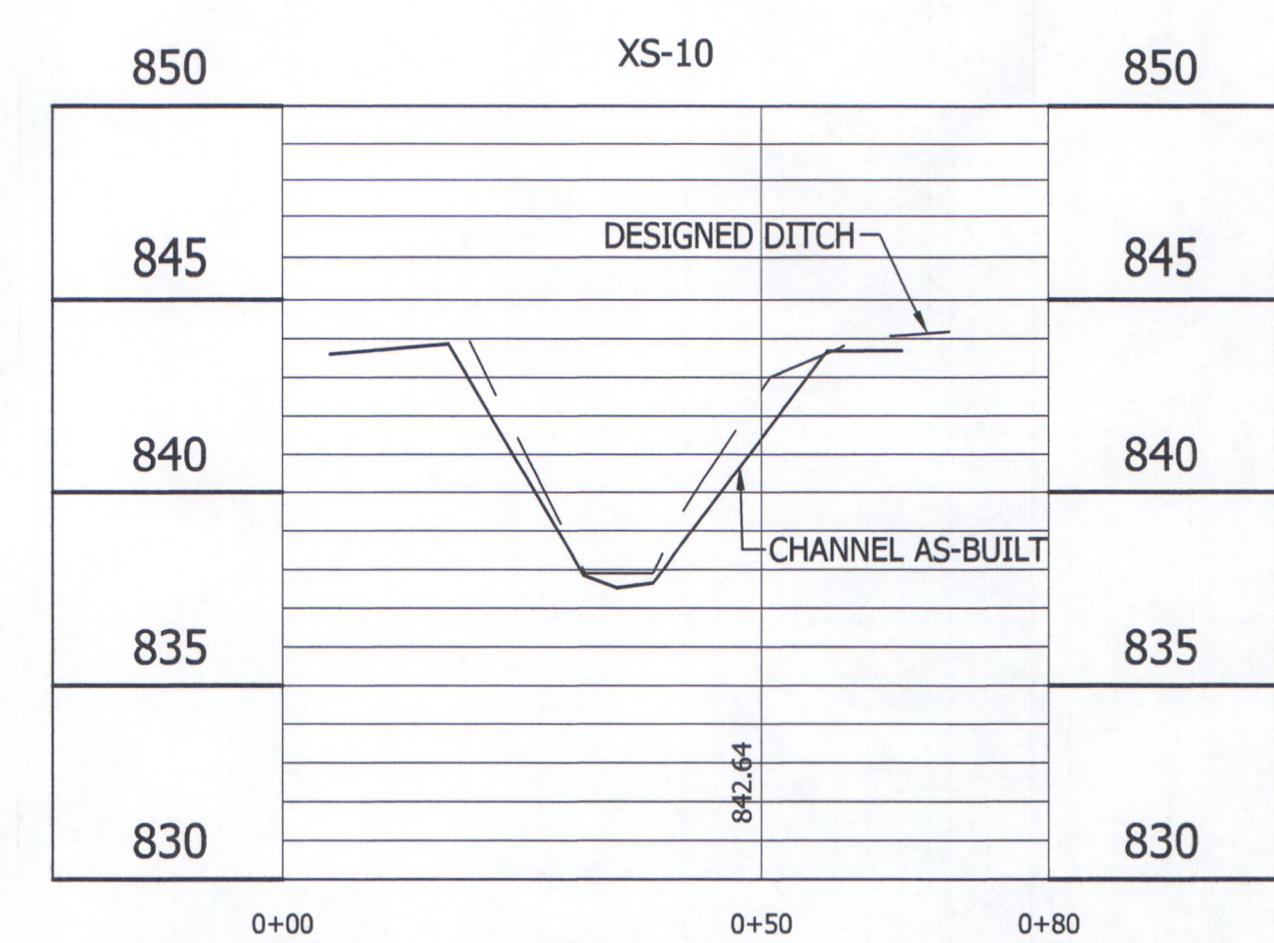
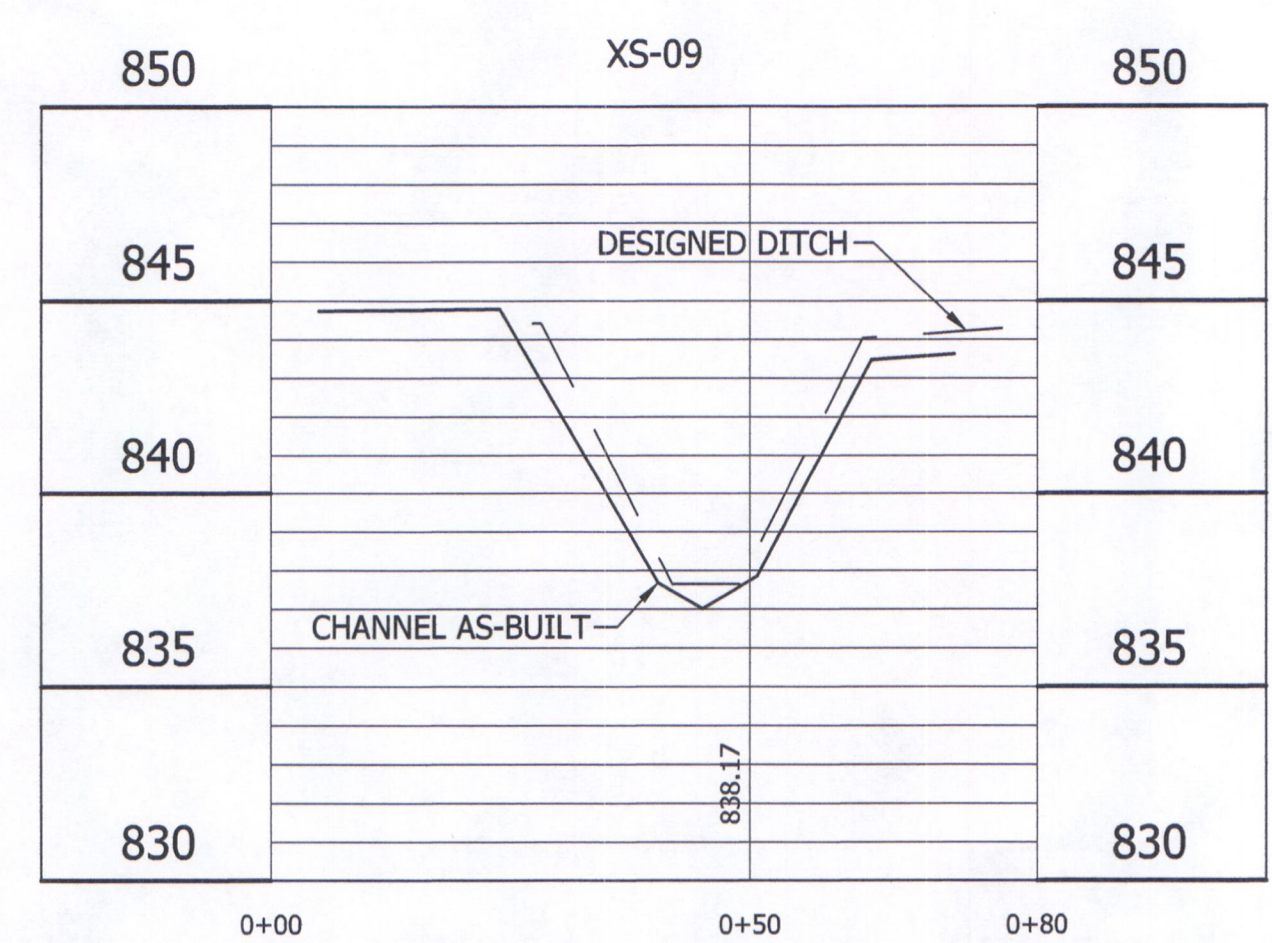


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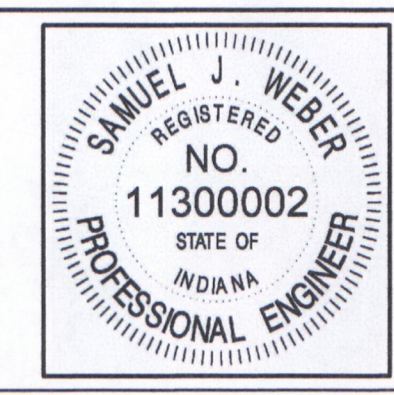


LEGEND

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RECOMMENDED FOR APPROVAL		01/10/2018
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DESIGNED: KDK	DRAWN: KDK	
CHECKED: SJW	CHECKED: SJW	

THORPE CREEK DRAINAGE AREA,
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