

**Drain:** VALLEYS AT GERT DRAIN **Drain #:** 308  
**Improvement/Arm:** VALLEYS AT GERT - SECTION 2  
**Operator:** JPH **Date:** 7-6-04  
**Drain Classification:** Urban/Rural **Year Installed:** 1999

### GIS Drain Input Checklist

- Pull Source Documents for Scanning JPH
- Digitize & Attribute Tile Drains \_\_\_\_\_
- Digitize & Attribute Storm Drains \_\_\_\_\_
- Digitize & Attribute SSD \_\_\_\_\_
- Digitize & Attribute Open Ditch \_\_\_\_\_
- Stamp Plans \_\_\_\_\_
- Sum drain lengths & Validate \_\_\_\_\_
- Enter Improvements into Posse \_\_\_\_\_
- Enter Drain Age into Posse \_\_\_\_\_
- Sum drain length for Watershed in Posse \_\_\_\_\_
- Check Database entries for errors \_\_\_\_\_

**Gasb 34 Footages for Historical Cost  
Drain Length Log**

Drain-Improvement: VALLEYS AT 6619 DRAIN-VALLEYS AT 6618-SECTION 2

Drain Type:	Size:	Length <i>SURVEYED</i> REPORT	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
<i>SSD</i>	<i>6"</i>	<i>2500'</i>				
<i>RCP</i>	<i>12"</i>	<i>202'</i>				
	<i>27"</i>	<i>144'</i>				
<i>OPEN DITCH</i>		<i>1,568'</i>				

Sum: \_\_\_\_\_

Final Report: \_\_\_\_\_

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



SURVEYOR'S OFFICE

# Hamilton County

*Kenton C. Ward, Surveyor*

*Phone (317) 776-8495*

*Fax (317) 776-9628*

*Suite 146*

*One Hamilton County Square*

*Noblesville, Indiana 46060-2230*

TO: Hamilton County Drainage Board

May 18, 1999

RE: Valleys @ Geist Drain, Section 2 Arm

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Section 2 Arm, Valleys @ Geist Drain. 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	2500 ft	27" RCP	144 ft
12" RCP	202 ft		
Open Ditch	1560 ft		

The total length of the drain will be 4406 feet.

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 the individual lots will not be considered part of the regulated drain.

The open ditch portions listed above are those ravines/swales running from structure 109 across Lots 14 and 15 to Geist Reservoir and also from structures 100 and 102 across Lots 10, section 1 and 11, 13 and 14 in section 2 to Geist Reservoir.

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 \$60.00 per lot, \$5.00 per acre for roadways, with a \$60.00 minimum except for Lot 17, which shall be assessed at a rate of \$30.00. With this assessment the total annual assessment for this drain/this section will be \$510.00.

Parcels assessed for this drain may also be assessed for the Thor Run Drain.

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 easement widths as shown on the secondary plat for Valleys at Geist, Section 2 as recorded in the office of the Hamilton County Recorder. In addition an additional easement for a portion of open ditch shall be added to Lot 10 in Valleys at Geist, Section 1. This shall be for the open ditch section between Lot 11 of Section 2 and Structures 100 and 102.

I recommend the Board set a hearing for this proposed drain for June 28, 1999.

Sincerely,



Kenton C. Ward  
Hamilton County Surveyor

KCW/kkw

THE AMERICAN INSTITUTE OF ARCHITECTS



BOARD OF COMMISSIONERS  
OF THE COUNTY OF HAMILTON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DATE \_\_\_\_\_

AIA Document A312

# Performance Bond

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

CONTRACTOR (Name and Address):

**PATRICK R. VERBLE**  
16000 EAST 113TH STREET  
FORTVILLE, IN 46040

SURETY (Name and Principal Place of Business):

**FIDELITY AND GUARANTY INSURANCE COMPANY**  
9001 WESLEYAN ROAD, SUITE 400  
INDIANAPOLIS, IN 46268-1176

OWNER (Name and Address):

**HAMILTON COUNTY COMMISSIONERS**  
ONE HAMILTON COUNTY SQUARE, SUITE 157  
NOBLESVILLE, IN 46060

## CONSTRUCTION CONTRACT

Date: 03/25/99  
Amount: \$60,094.40

Description (Name and Location): **VALLEY AT GEIST, SECTION TWO, STORM SEWERS \$46,281.50, EROSION CONTROL \$11,712.90, MONUMENTATION MARKERS \$2,100.00**

## BOND

Date (Not earlier than Construction Contract Date): 03/25/99  
Amount: \$60,094.40  
Modifications to this Bond:

None

See Page 3

### CONTRACTOR AS PRINCIPAL

Company: **PATRICK R. VERBLE** (Corporate Seal)

### SURETY

Company: **FIDELITY AND GUARANTY INSURANCE COMPANY** (Corporate Seal)

Signature:   
Name and Title: **Owner**

Signature:   
Name and Title: **TIMOTHY J. TAYLOR  
ATTORNEY IN FACT**

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:  
**TOBIAS INSURANCE GROUP, INC.**  
9247 N. MERIDIAN ST. STE. 300  
INDIANAPOLIS, IN 46260  
317-844-7759

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 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.

9 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 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 avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 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 Con-

tractor 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**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

Company: \_\_\_\_\_ (Corporate Seal)

SURETY

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

# Fidelity and Guaranty Insurance Company

Power of Attorney

No. 9969



Know all men by these presents: That **Fidelity and Guaranty Insurance Company**, a corporation organized and existing under the laws of the State of Iowa and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Nick J. Rutigliano**, **Timothy J. Taylor** and **Robert M. Rutigliano**

of the City of **Indianapolis**, State of **Indiana** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertaking required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **Fidelity and Guaranty Insurance Company** has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **13th** day of **December**, A.D. 19 **96**.

**Fidelity and Guaranty Insurance Company**



(Signed) By [Signature]  
Vice President

(Signed) By [Signature]  
Assistant Secretary

State of Maryland )

Baltimore City )

SS:

On this **13th** day of **December**, A.D. 19 **96**, before me personally came **Gary A. Wilson**, Vice President of **Fidelity and Guaranty Insurance Company** and **Thomas J. Fitzgerald**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said **Gary A. Wilson** and **Thomas J. Fitzgerald** were respectively the Vice President and the Assistant Secretary of the said **Fidelity and Guaranty Insurance Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19 **98**.

(Signed) By [Signature]  
Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **Fidelity and Guaranty Insurance Company**, September 24, 1992:

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing in and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, **Thomas J. Fitzgerald**, an Assistant Secretary of the **Fidelity and Guaranty Insurance Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **Fidelity and Guaranty Insurance Company** do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **Fidelity and Guaranty Insurance Company** on this **25th** day of **MARCH**, 19 **99**



[Signature]  
Assistant Secretary





# 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

To: Hamilton County Drainage Board

January 14, 2010

Re: Valley's at Geist: Section 2 Arm

Attached are plans, and other information for Valley's at Geist Section 2. 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 18, 1999. The report was approved by the Board at the hearing held June 28, 1999 (See Drainage Board Minutes Book 5, Pages 164-165) The changes are as follows:

Structure:	Length:	Size	Material:	Up Invert:	Dn_Invert	Grade:
111-110	59	12	RCP	839.6	838.33	2.15
110-109	75	12	RCP	830.44	822.94	10
104-103	28	12	RCP	820.6	820.32	1
103-102	40	12	RCP	819.24	817.88	3.4
101-100	144	27	RCP	815.6	908.6	4.17

**RCP Pipe Totals:**

12	202
27	144
<b>Total:</b>	<b>346</b>

**SSD Totals:**

Streets	2231
<b>Other Drain:</b>	
Open Ditch	1320
<b>Total:</b>	<b>3551</b>

The length of the drain due to the changes described above is now **3897 feet**.

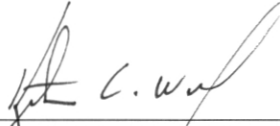
The non-enforcement was approved by the Board at its meeting on June 28, 1999 and recorded under instrument # 199909952019.

The following sureties were guaranteed by Fidelity and Guaranty Insurance Company and will be released by the Board on its January 26, 2010 meeting.

**Bond-LC No:** 31012019835994  
**Insured For:** Storm Sewers  
**Amount:** \$60,094.40  
**Issue Date:** May 10, 1999

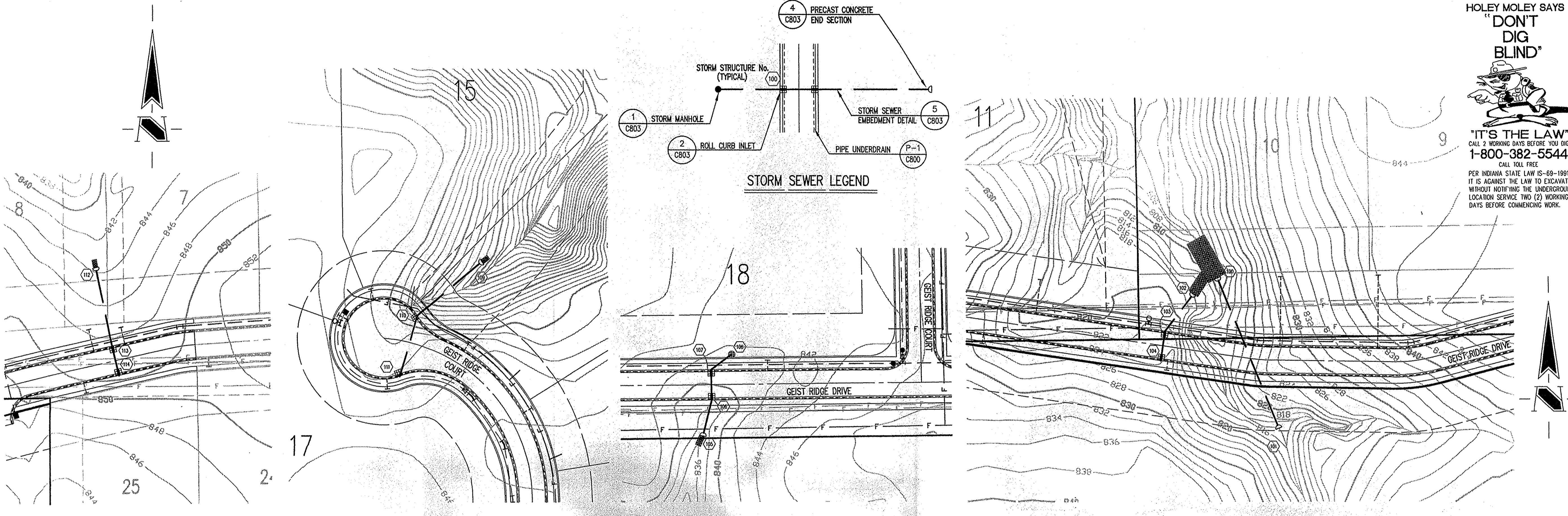
I recommend the Board approve the drain's construction as complete and acceptable.

Sincerely,

A handwritten signature in black ink, appearing to read "K. C. Ward", written over a horizontal line.

Kenton C. Ward, CFM  
Hamilton County Surveyor

KCW/slm



HOLEY MOLEY SAYS  
**"DON'T DIG BLIND"**  
  
**"IT'S THE LAW"**  
 CALL 2 WORKING DAYS BEFORE YOU DIG  
**1-800-382-5544**  
 CALL TOLL FREE  
 PER INDIANA STATE LAW IS-69-1891,  
 IT IS AGAINST THE LAW TO EXCAVATE  
 WITHOUT NOTIFYING THE UNDERGROUND  
 LOCATION SERVICE TWO (2) WORKING  
 DAYS BEFORE COMMENCING WORK.

**GENERAL NOTES**

- ALL CUTS ARE TAKEN FROM THE EXISTING GRADE TO THE PIPE INVERT.
- ALL STATIONING IS TAKEN FROM THE NEAREST DOWNSTREAM STRUCTURE.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
- TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE O.S.H.A. LOCAL AND STATE STANDARDS.
- ALL CONSTRUCTION ACTIVITY ON THIS SITE TO BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR WORKER SAFETY.
- CONTRACTOR SHALL MINIMIZE DAMAGE TO EXISTING TREES.
- IF ANY EXISTING FIELD TILE ARE ENCOUNTERED DURING THE CONSTRUCTION PROCESS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONSTRUCTING THE TILE TO ITS ORIGINAL CONDITION OR CONNECTING IT INTO THE PROPOSED STORM DRAINAGE SYSTEM.
- CONTRACTOR HAS THE OPTION OF PIPE MATERIAL USED FOR STORM SEWERS AS SPECIFIED ON SHEET C903. THE CONTRACTOR SHALL NOTE WHICH PIPE MATERIAL CHOSEN IN BID FORMS.
- ALL STORM SEWER MANHOLES AND INLET SHALL BE CONSTRUCTED OF PRECAST CONCRETE.

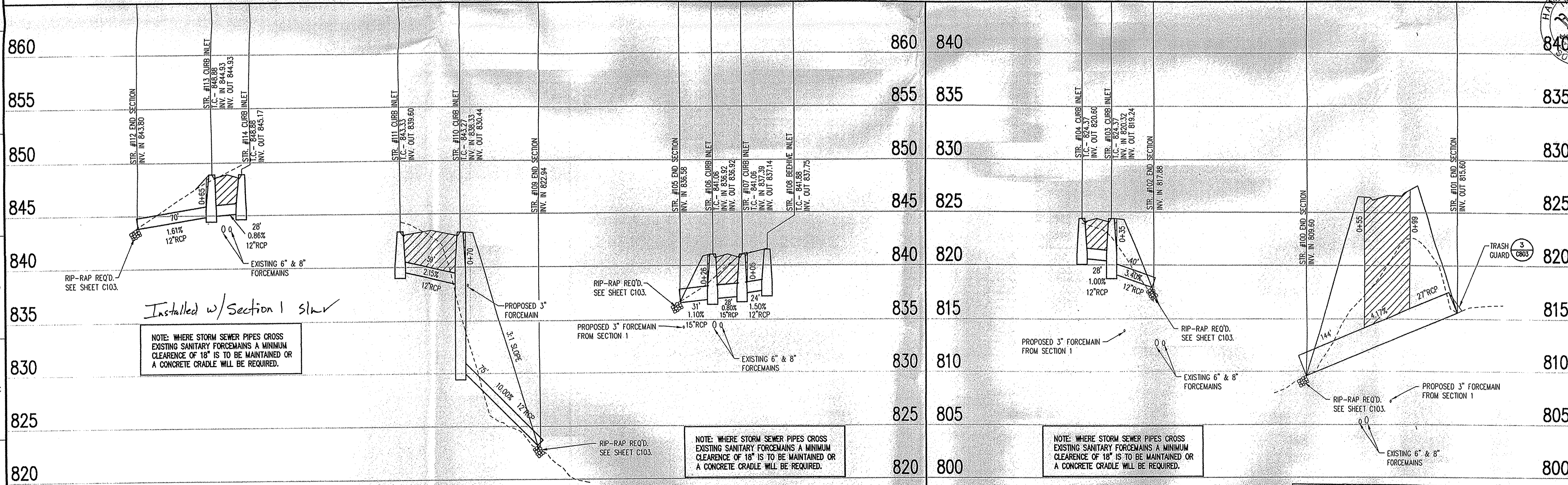
**BENCHMARK**

HSE DISC IN CONCRETE AT WEST BOUNDARY OF THE INTRACOASTAL SET SEVENTY (70) FEET +/- SOUTH OF 113th STREET, 1/4 MILE WEST OF FLORIDA ROAD.  
 ELEV.-808.39

Revisions  
 1. DEC 3/10/99; HAMILTON CO. HIGHWAY AND SURVEYORS COMMENTS.

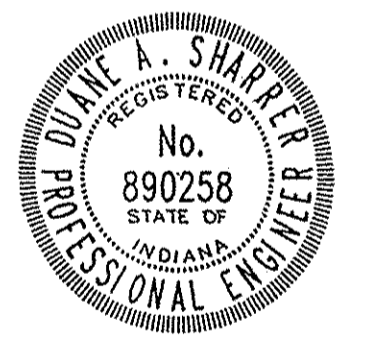
**STORM SEWER PLAN**

SCALE: 1"=50'



HAMILTON COUNTY SURVEYORS OFFICE  
**APPROVED**  
 BY: *John C. Wolf*  
 DATE: MAY 25 1999

Approved where drainage plans comply with Hamilton County Regulated Drain Design Standards only and does not imply Drainage Board acceptance nor secondary plat approval.



CERTIFIED BY: \_\_\_\_\_  
 THIS DRAWING AND THE IDEAS, DESIGNS AND CONCEPTS CONTAINED HEREIN ARE THE EXCLUSIVE INTELLECTUAL PROPERTY OF THE SCHNEIDER CORPORATION AND ARE NOT TO BE USED OR REPRODUCED IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE SCHNEIDER CORPORATION.  
 1999, The Schneider Corporation

**The Schneider Corporation**  
 3020 North Post Road  
 Indianapolis, Indiana 46228-6518  
 317-898-8282  
 317-899-8010 Fax  
 Engineering  
 Surveying  
 Landscape Architecture  
 GIS • LIS  
 Geology

FILED  
 APR 07 1999  
 HAMILTON COUNTY SURVEYORS OFFICE  
 Formed by Schneider Engineering Corp. / Bohlen, Meyer, Gibson & Assoc.  
 PATRICK R. VERBLE  
**THE VALLEYS AT GEIST SECTION TWO**  
 HAMILTON COUNTY, INDIANA

**STORM SEWER PLAN & PROFILE**

Date	Project No.	Drawn	Apprv.
1/21/99	2188.002	DTR	

Computer Files  
 J:\2K\2188\002\DWG\C601  
 XREF: J:\2K\2188\002\DWG\C903  
 XREF: J:\2K\2188\001\DWG\SUBS  
 XREF: J:\2K\2188\002\DWG\STORM2  
 XREF: J:\2K\2188\001\DWG\SUBS-05

Sheet No.  
**C601**

**STORM SEWER PROFILE**

**LEGEND**

	Existing Grade
	New Grade
	Granular Backfill

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