

**Drain:** VILLAGES AT WESTCLAY DRAIN      **Drain #:** 312  
**Improvement/Arm:** SECTION 6502  
**Operator:** JPH      **Date:** 6-29-04  
**Drain Classification:** Urban/Rural      **Year Installed:** 2001

### 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: VILLAGE AT WESTCLAY DRAIN - SECTION 6502

Drain Type:	Size:	Length	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
RCP	12"	32'				
	15"	116'				
	18"	111'				
	24"	164'				
	27"	117'				
	33"	78'				

Sum: 618'

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

Comments:

---



---



---



---



---



---

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

**Drain-Improvement: \_Village of West Clay Sec. AG01,AG02, 6502:  
Removed a portion of VOWC Section 10009**

Drain Type:	Size:	Length	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
RCP	12	-20	-20	0	\$7.25 lf	-\$145.00

**Sum:            -20            -20            0                    -\$145.00**

Final Report: VOWC AG01, AG02, 6502

Comments:

---



---



---



---



---

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

**Drain-Improvement: Village of West Clay Sec. AG01, AG02, 6502:**  
**Removed a portion of VOWC Section 3004**

Drain Type:	Size:	Length	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
RCP	24	-276	-276	0	\$18 LF	-\$4,968.00
RCP	21	-79	-79	0	\$14.25 lf	-\$1,125.75
<b>Sum:</b>		<u>-355</u>	<u>-355</u>	<u>0</u>		<u>-\$6,093.75</u>

Final Report: VOWC AG01, AG02, 6502

Comments:

---



---



---



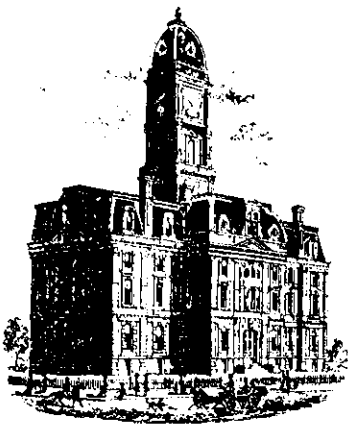
---



---



---



SURVEYOR'S OFFICE

# Hamilton County

*Kenton C. Ward, Surveyor*

*Phone (317) 776-8495*

*Fax (317) 776-9628*

*Suite 188*

*One Hamilton County Square*

*Noblesville, Indiana 46060-2230*

July 3, 2002

To: Hamilton County Drainage Board

Re: Village of West Clay Drain, Sections 6502, AG01 and AG02 Arms

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for sections AG01, AG02 and 6502 arms, Village of West Clay 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:

Section 6502:	12" RCP – 32 feet	18" RCP – 111 feet	27" RCP – 117 feet
	15" RCP – 116 feet	24" RCP – 164 feet	33" RCP – 78 feet
Section AG01:	12" RCP – 240 feet	15" RCP – 556 feet	
Section AG02:	12" RCP – 249 feet		

The total length of the drain will be 1,663 feet.

The subsurface drains (SSD) located under the curbs are not to be part of the regulated drain. This is per the agreement between Brenwick Development and the Hamilton County Commissioners on April 26, 1999. ( See Commissioners Minute Book 93, pages 565 – 566.)

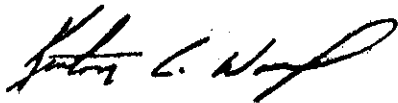
I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$5.00 per acre, \$5.00 per acre for roadways, with a \$120.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$6,720.00.

Parcels assessed for this drain may be assessed for the Collins Osborn or Williams Creek Drain at sometime in the future. Parcels assessed for this drain will also be assessed for the Elliot Creek 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 widths as shown on the secondary plat for Village of West Clay, Sections AG01, AG02 and 6502 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for August 26, 2002.



Kenton C. Ward  
Hamilton County Surveyor

KCW/llm

STATE OF INDIANA )  
 )  
COUNTY OF HAMILTON )

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

In the matter of The Village of WestClay Subdivision,  
Section 6502, AG01 & AG02 Drain Petition.

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

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

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

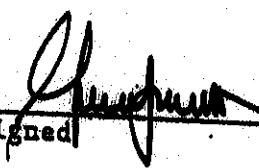
Petitioner agrees to pay the cost of construction of the drainage system and requests periodic maintenance assessments by the Board thereafter.

The Petitioner also agrees to the following:

1. To provide the Drainage Board a Performance Bond for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 100% of the Engineers estimate. The bond will be in effect until construction of 100% of the system is completed and so certified by the Engineer.
2. The Petitioner shall retain an Engineer throughout the construction phase. At completion of the project the Petitioner's Engineer shall certify that the drainage system which is to be maintained as a regulated drain has been constructed as per construction plans.

3. The Petitioner agrees to request in writing to the County Surveyor any changes from the approved plan and must receive written authorization from the County Surveyor prior to implementation of the change. All changes shall be documented and given to the Surveyor to be placed in the Drain File.
4. The Petitioner shall instruct his Engineer to provide a reproducible print on a 24" x 36" mylar of the final design of the Drainage System. This shall be submitted to the County Surveyor prior to the release of the Performance Bond.
- 5. The Petitioner shall comply with the Erosion Control Plan as as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The County Surveyor shall immediately install or repair the needed measures at Patitioners cost as per IC 36-9-27-46.

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

  
 \_\_\_\_\_  
 Signed

George P. Sweet, Co-Manager  
 \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signed

Branwick TND Communities LLC  
 \_\_\_\_\_  
 Printed Name

RECORDED OWNER(S) OF LAND INVOLVED

DATE . August 27, 2001  
 \_\_\_\_\_

**FILED**

**AUG 28 2001**



**West Clay 6502-A Proposal & Contract  
08/17/2001**

- C. Lateral lengths are bid to within 5 feet of the building pads shown.
- D. Manholes with Infa-Shield at the castings.
- E. #8 stone bedding as shown.
- F. Sand backfill as shown.
- G. Marker post for each lateral.
- H. Air and mandrel testing of mains and vacuum testing of manholes.
- I. 3 year - 20% Maintenance bond.

**Excludes:**

- A. Field engineering and soils testing.
- B. Permits or performance bonds.
- C. Inspections fees and tap charges.
- D. Relocation of existing utilities.
- E. Cost for design engineer to produce as-built record drawings.
- F. Jetting or videotape inspection of the sanitary sewer mains after pipe installation.
- G. Bituminous coating of entire manholes.
- H. Sand backfill under proposed or future sidewalk locations..
- I. Locating or height adjustment of manhole castings or clean outs due to grade changes made by others (i.e., at the end of the maintenance bond period). This work will be performed on a Time & Material cost basis.
- J. The installation of a deep well dewatering system to lower the water table below the pipe grade.
- K. Sales tax.

**TOTAL BID AMOUNT = \$41,396.00**

**Alternate #5- Current cost to finish sanitary sewers in the AG01/AG02/6501s area.**

**ALTERNATE BID AMOUNT = \$46,204.00**

**III. STORM SEWERS AND S.S.D.**

**Includes:**

- A. Excavation and placement of the R.C.P. as shown on the drawings for Sec. 6502 only.
- B. Inlets and manholes for Sec. 6502 only.
- C. Sand backfill under proposed pavement areas.
- D. 4" subsurface drains under curbs with 4" lot laterals for Sec. 6502 only.
- E. #8 stone backfill as required for subsurface drains.
- F. 3 Year - 20% Maintenance bond.

**Excludes:**

- A. Field engineering and soils testing.
- B. Permits or performance bonds.
- C. Relocation of existing utilities.
- D. Granular or stone bedding of any kind for storm sewers.

**FILED**

**AUG 28 2001**

**West Clay 6502-A Proposal & Contract  
08/17/2001**

- E. Cost for design engineer to produce as-built record drawings.
- F. Locating or height adjustment of castings due to grade changes made by others (i.e., at the end of the maintenance bond period). This work will be performed on a Time & Material basis.
- G. Sales tax.

**TOTAL BID AMOUNT = \$50,863.00**

**Alternate #6- Current cost to finish storm sewers and S.S.D. in the AG01/AG02/6501s area..**

**ALTERNATE BID AMOUNT = \$46,112.00**

**V. WATER MAINS**

**Includes:**

- A. Excavation and placement of the 8" P.V.C pipe class C-900 for water main extended from the existing water main into the proposed project as shown for Sec. 6502 only.
- B. Fire hydrants and fittings for Sec. 6502 only.
- C. Connection to the existing main for Sec. 6502 only.
- D. Testing as required.
- E. Sand backfill as required.
- F. 3-year, 20% Maintenance bond.

**Excludes:**

- A. Field engineering and soils testing.
- B. Permits or performance bonds.
- C. Access or availability Fees.
- D. Relocation of existing utilities.
- E. Flowable fill.
- F. Service laterals, meters, outside meter pits or vaults.
- G. Locating or height adjustment of valve boxes due to grade changes made by others (i.e., at the end of the maintenance bond period). This work to be performed on a Time & Material basis.
- H. Cost for design engineer to produce as-built record drawings.
- I. Installation of water mains or laterals after asphalt or curbs have been constructed.
- J. Sales Tax.

**TOTAL BID AMOUNT = \$23,572.00**

**Alternate #7- Current cost to finish water mains in the AG01/AG02/6501s area..**

**ALTERNATE BID AMOUNT = \$29,088.00**

**FILED**

**AUG 28 2001**

# Performance Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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

CONTRACTOR (Name and Address):  
Brenwick TND Communities, LLC.  
12821 East New Market Street, Suite 200  
Carmel, IN 46032

SURETY (Name and Principal Place of Business):  
Fidelity and Deposit Company of Maryland  
2350 One Indiana Square  
Indianapolis, IN 46204

OWNER (Name and Address):  
The Hamilton County Board of Commissioners  
1 Hamilton County Square  
Noblesville, IN 46060

**BOND NO. 08596507**

### CONSTRUCTION CONTRACT

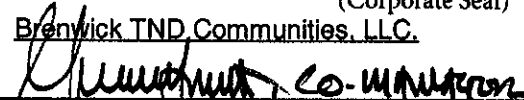
Date: August 27, 2001  
Amount: One Hundred Twenty Eight Thousand One Hundred and No/100 \*\*\* Dollars (\$128,100.00)  
Description (Name and Location): Installation of Storm Sewer, Erosion Control and Monumentation in The Village of West Clay, Sections AG02, AG01 and 6502.


### BOND

Date (Not earlier than Construction Contract Date): August 27, 2001  
Amount: One Hundred Twenty Eight Thousand One Hundred and No/100 \*\*\* Dollars (\$128,100.00)  
Modifications to this Bond:  None  See Last Page

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)  
Brenwick TND Communities, LLC.

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

Signature:   
Name and Title: George P. Sweet, Co. Manager  
(Any additional signatures appear on the last page)

Signature:   
Name and Title: David A. Linthicum, Attorney-In-Fact

### (FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:  
M.J. Schuetz Agency  
PO Box 44070  
Indianapolis, IN 46244  
(317) 639-5679

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 Sub-paragraph 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

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 available 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 here from 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 Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to

when the Contractor is entitled, reduced by any amount of 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:

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227**

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by W. B. WALBRECHER, Vice-President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint M. J. Schuetz, Jr., Julian D. Pace, II, Vickie L. Wolcott, Shelley E. Henry, Janis J. Powell, David A. Linthicum and Sandra Caplinger, all of Indianapolis, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of M. J. Schuetz, Jr., Julian D. Pace, II, Vickie L. Wolcott, Shelley E. Guess, Janis J. Powell, David A. Linthicum and Sandra Caplinger, dated September 18, 1998.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of March, A.D. 1999.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*T. E. Smith*

T. E. Smith

Assistant Secretary

By:

*W. B. Walbrecher*

W. B. Walbrecher

Vice-President

State of Maryland } ss:  
County of Baltimore }

On this 29th day of March, A.D. 1999, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. Walbrecher, Vice-President and T. E. Smith, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader

Notary Public

My Commission Expires: August 1, 2000

CERTIFICATE OF COMPLETION AND COMPLIANCE

TO: HAMILTON COUNTY SURVEYOR  
RE: Village of West Clay - Section 6502

I hereby certify that:

1. I am a Register 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, and
4. To the best of my knowledge, information and belief, the Drainage Facilities within the subdivision has been installed and completed in conformity with all plans and specifications.

Signature: David K. Sexton

Date: July 17, 2002

Type or print name: David K. Sexton, P.E.

Business /Address: The Schneider Corporation

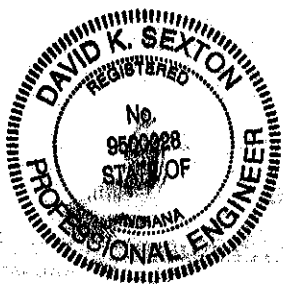
12821 E. New Market Street, Suite 100, Carmel, IN 46032

Telephone: (317) 569-8112

INDIANA REGISTRATION NUMBER

PE 9500028

SEAL



**FILED**

**JUL 17 2002**

OFFICE OF HAMILTON COUNTY SURVEYOR



July 17, 2002

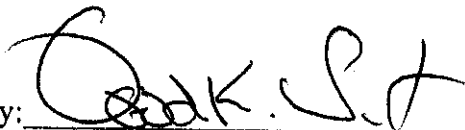
Jerry Liston  
Hamilton County Surveyor's Office  
One Hamilton County Square S-188  
Noblesville, IN 46060

**RE: VILLAGE OF WEST CLAY SECTION 6502**

Dear Mr. Liston:

This is to certify that centerline monumentation in the above referenced project have been installed as indicated on the enclosed plats.

**THE SCHNEIDER CORPORATION**

By:   
David K. Sexton, P.E.



Enclosures

**FILED**

**JUL 17 2002**

OFFICE OF HAMILTON COUNTY SURVEYOR

N:\1238\6502\docs\mon-cert.doc

This copy is from the Digital Archive of the Hamilton County Surveyor's Office; Noblesville, In 46060

**THE SCHNEIDER CORPORATION**

12821 E. New Market St. Suite 100 Carmel, Indiana 46032 317-569-8112 Fax 317-826-6410

www.schneidercorp.com





SURVEYOR'S OFFICE

# Hamilton County

*Kenton C. Ward, Surveyor*

Phone (317) 776-8495

Fax (317) 776-9628

Suite 188

One Hamilton County Square

Noblesville, Indiana 46060-2230

January 25, 2004

To: Hamilton County Drainage Board

Re: Village of West Clay Drain: Village of West Clay Sections AG01, AG02, 6502

Attached are as-builts, certificate of completion & compliance, and other information for Village of West Clay Sections AG01, AG02, 6502. 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 July 3, 2002. The report was approved by the Board at the hearing held August 26, 2002. (See Drainage Board Minutes Book 6, Pages 415-6)

The changes are as follows:

Structure:	T.C.:	I.E.:	Pipe:	Length:	Grade:	Original:	Difference:
608	892.37	889.48					
607	894.36	888.11	12	99	1.38	98	1
604	891.77	888.94					
603	891.82	888.22	12	239	0.3	240	-1
603	891.82	888.22					
602	891.48	887.48	15	171	0.43	170	1
602	891.48	887.4					
601	893.56	887.08	15	147	0.22	146	1
601	893.56	887.1					
A666	891.14	886.12	15	219	0.45	220	-1
614		888.96					
613	893.86	888.49	24	158	0.3	164	-6
613	893.86	888.49					
612	895.53	887.98	27	117	0.43		
612	895.53	887.98					
B672	895.22	887.61	33	79	0.47	78	1
611	891.45	889					
610	892.19	888.69	12	31	1	32	-1
610	892.19	888.69					
609	892.84	888.17	15	114	0.46	116	-2
609	892.84	888.17					
B672	895.22	887.61	18	111	0.51		

606	892.8	890					
605	894.27	889.59	12	118	0.35		
605	894.27	889.55					
A641	895.03	889.02	12	33	1.43		

**RCP Pipe  
Totals:**

12	520
15	651
18	111
24	158
27	117
33	79

**TOTALS BY SECTION**

<b>AG01</b>	<b>776</b>
<b>AG02</b>	<b>250</b>
<b>6502</b>	<b>610</b>
	<b>1636</b>

The length of the drain due to the changes described above is now **1636 feet**. This project removed 355 feet of drain from Village of West Clay Section 3004 and it removed 20 feet of drain from Village of West Clay Section 10009.

The non-enforcement was approved by the Board at its meeting on \_ and recorded under instrument numbers: 200200066623, 200300093798, 200300096391.

The following sureties were guaranteed by Fidelity and Deposit Company and released by the Board on its January 24, 2005 meeting.

**Bond-LC No:** 08596507


**Insured For:** Storm Sewers, Erosion Control, Monuments

**Amount:** \$128,100.00

**Issue Date:** August 27, 2001

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

Sincerely,



\_\_\_\_\_  
Kenton C. Ward,  
Hamilton County Surveyor

KCW/slm

SEC. 28-T18N-R3E

# VILLAGE OF WESTCLAY

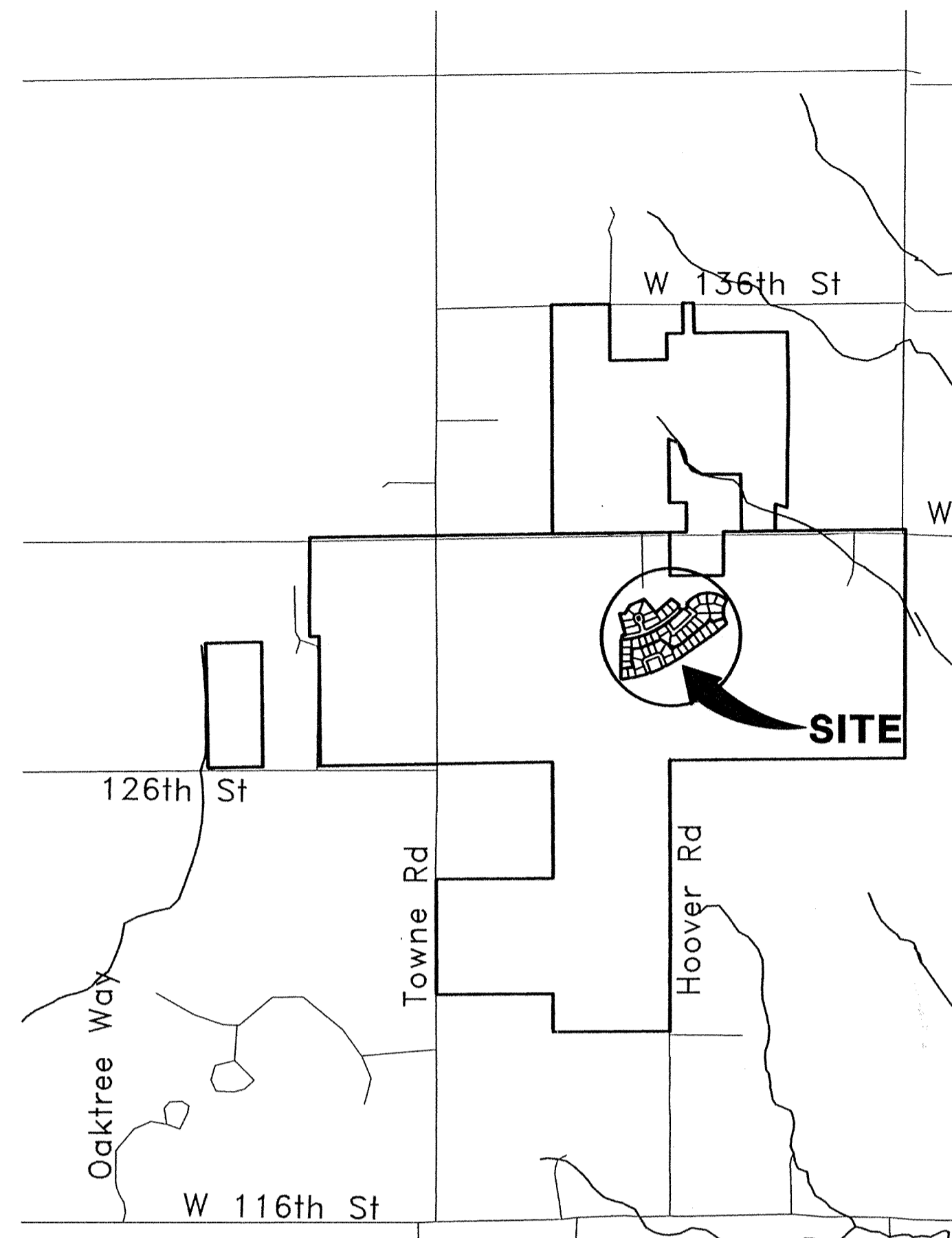
## SEC. AG01, AG02 & 6502

(CONSTRUCTION PLANS)

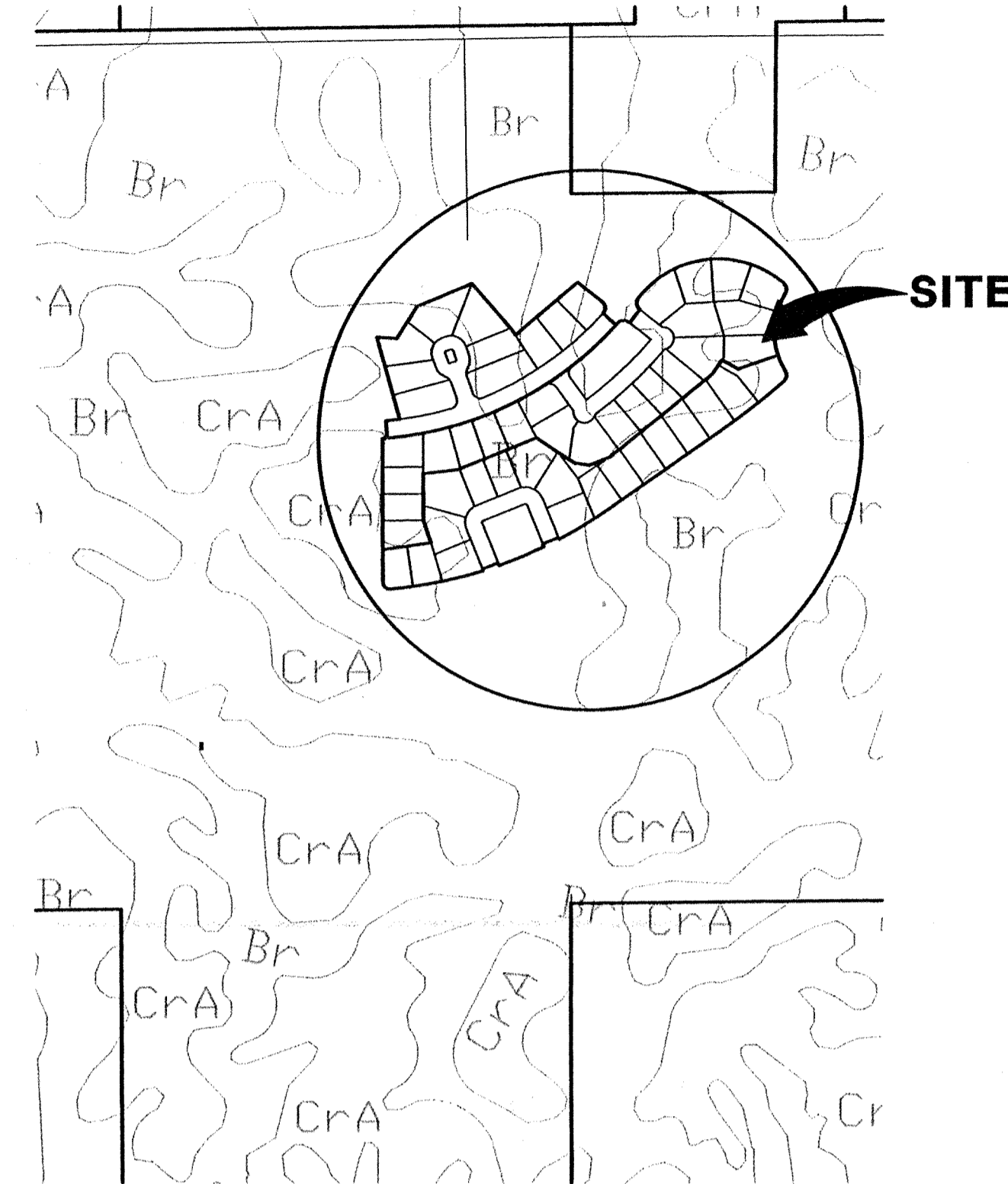
### HAMILTON COUNTY CARMEL, INDIANA

**DEVELOPER:**  
**BRENNICK DEVELOPMENT CO.**  
 12821 E. NEW MARKET ST., STE. 200  
 CARMEL, INDIANA  
 574-3400

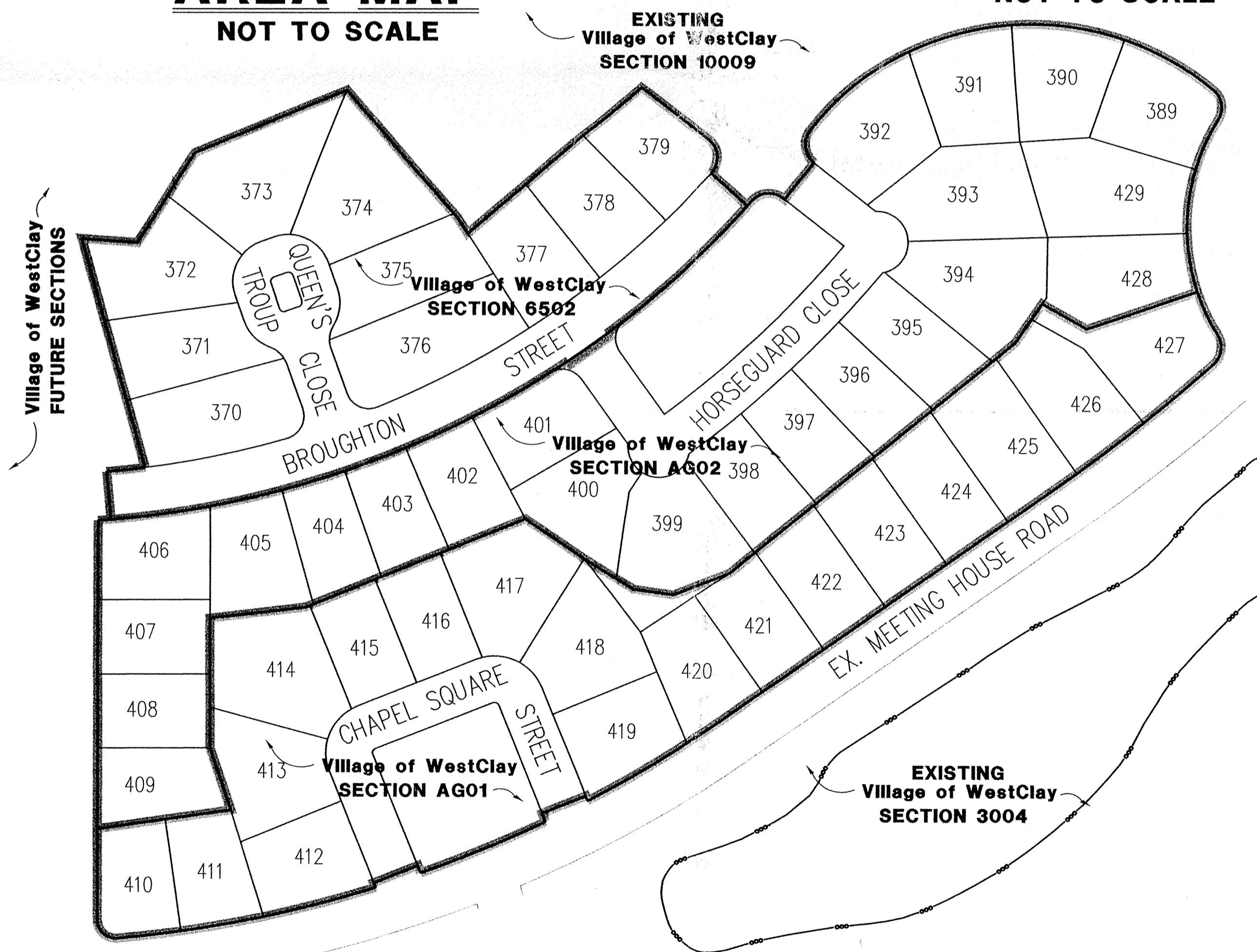
**SUB-SURFACE DRAINAGE  
 CURB ELEVATION  
 SANITARY SEWER  
 STORM SEWER  
 WATER  
 RECORD DRAWING**



**AREA MAP**  
NOT TO SCALE



**SOILS MAP**  
NOT TO SCALE



**SITE MAP**  
SCALE: 1" = 100'

**ROADWAY DESIGN**  
SPEED = 20MPH

INDEX	
SHEET No.	DESCRIPTION
C100	COVER SHEET
C101	DEVELOPMENT PLAN
C102	EROSION CONTROL PLAN
C103	EROSION CONTROL DETAILS
C104	TRAFFIC CONTROL PLAN
C201-C202	STREET PLAN & PROFILES
C301-C302	INTERSECTION DETAILS
C401-C402	SANITARY SEWER PLAN & PROFILES
C601-C602	STORM SEWER PLAN & PROFILES
C701	WATER DISTRIBUTION PLAN
C702	WATER DISTRIBUTION DETAILS
C801	STREET DETAILS
C802	SANITARY SEWER DETAILS
C803	STORM SEWER DETAILS
C804-C805	HAMILTON COUNTY DETAILS
C901	SPECIFICATIONS



This information was gathered for input into the Hamilton County Geographical Information System. This document is considered a record of the information.

Entry Date: 1-11-05

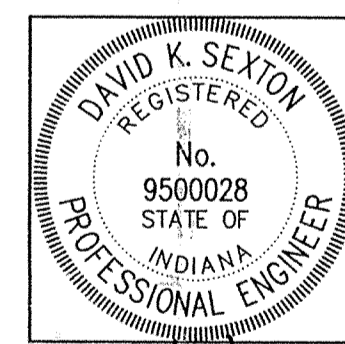
Entered by: Suzanne Mills



The Schneider Corporation  
 12821 E. New Market Street  
 Suite 100  
 Carmel, IN 46032  
 317-569-8112  
 317-826-6410 Fax  
 Formerly Schneider Engineering Corp. / Bohlen, Meyer, Gibson & Assoc.

CERTIFICATION FOR "RECORD DRAWING"

CERTIFIED BY: *Keith Lash*  
 THE SCHNEIDER CORPORATION  
 12821 E. NEW MARKET STREET SUITE 100  
 CARMEL, INDIANA 46032  
 (317) 569-8112 FAX (317) 826-6410



DATE: 8/11/07

REVISIONS:	DATE:	BY:	DESCRIPTION:
	01/05/01	MG	C701
	02/16/01	BET	ALL SHEETS
	03/07/01	BET	C401
	08/24/01	BET	C101
	5/6/03	DCC	"RECORD DRAWINGS"

CERTIFIED BY: KEITH LASH  
 E-MAIL ADDRESS:

dsexton@theschneidercorp.com

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.

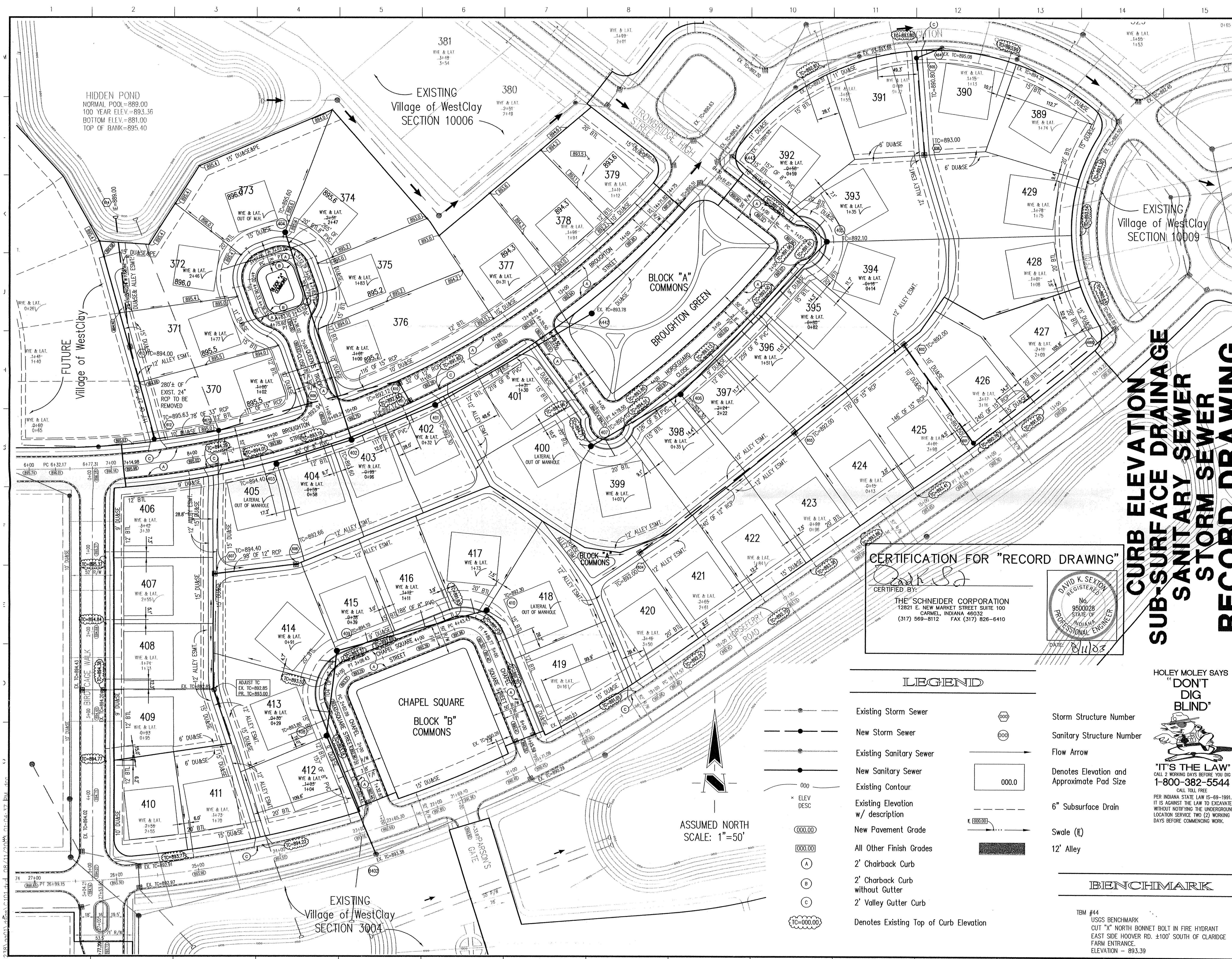
2000, The Schneider Corporation

JOB No. 1238.AG01

DATE:

SHEET  
**C100**  
 OF  
 21





**GENERAL NOTES**

- ALL GRADES AT BOUNDARY SHALL MEET EXISTING GRADES. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO VERIFY ALL EXISTING UTILITIES AND CONDITIONS PERTAINING TO HIS PHASE OF WORK. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNERS OF THE VARIOUS UTILITIES FOR PROPER STAKE LOCATIONS FOR EACH UTILITY BEFORE WORK IS STARTED. THE CONTRACTOR SHALL NOTIFY IN WRITING THE OWNER OR THE ENGINEER OF ANY CHANGES, OMISSIONS, OR ERRORS FOUND ON THESE PLANS OR IN THE FIELD BEFORE WORK IS STARTED OR RESUMED. STANDARD SPECIFICATIONS FOR THE HAMILTON COUNTY SURVEYOR SHALL APPLY FOR ALL STORM SEWERS.
- STANDARD SPECIFICATIONS FOR CLAY TOWNSHIP REGIONAL WASTE DISTRICT APPLY FOR ALL SANITARY SEWERS. ANY PART OF THE SANITARY OR STORM SEWER TRENCHES RUNNING UNDER PAVED AREAS TO BE BACKFILLED WITH GRANULAR MATERIAL.
- THE SIZE AND LOCATION OF EXISTING UTILITIES SHOWN ARE PER INFORMATION PROVIDED BY THE RESPECTIVE UTILITY COMPANIES. ALL UTILITY COMPANIES SHOULD BE NOTIFIED PRIOR TO ANY EXCAVATION FOR FIELD LOCATION OF SERVICES.
- SERVICE WALKS SHALL BE NON-REINFORCED CONCRETE 4" THICK AND 4' IN WIDTH.
- 4" CONCRETE SERVICE WALK ACROSS FRONTAGE OF EACH LOT TO BE CONSTRUCTED BY OTHERS.
- EXPANSION JOINTS ARE TO BE PLACED AT ALL WALK INTERSECTIONS AND BETWEEN WALKS AND PLATFORMS. SIDEWALK SPACES ARE TO BE EQUALLY SPACED BETWEEN EXPANSION JOINTS, CONTRACTION JOINTS AND PERPENDICULAR TO SIDEWALKS AT 5' INTERVALS OR LESS WITH A CONTRACTION JOINT EVERY 20' OR LESS.
- TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE 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. REMOVE AND BACKFILL ALL AREAS WHERE ANY FIELD TILE CROSSES PROPOSED HOUSE PADS. ALL FIELD TILES INTERCEPTED TO BE PERPETUATED INTO STORM SEWER SYSTEM OR LAKE. THE SUBCONTRACTOR SHALL NOTIFY IN WRITING THE OWNER AND THE ENGINEER IN ANY CIRCUMSTANCES WHERE THIS CANNOT BE ACCOMPLISHED.
- ALL FILL AREAS SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY (ASTM D-1557). FILL UNDER THE FOOTING SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY (ASTM D-1557).
- ANY UTILITY POLES WHICH LIE WITHIN THE EXTENDED PAVEMENT OR SHOULDERS MUST BE RELOCATED PRIOR TO THE CONSTRUCTION OF THE BROAD STREET ENTRANCE.

Revisions  
 1. BEI, 02/16/01, REVISED PER TAC COMMENTS.  
 2. BEI, 08/24/01, REVISED LOT GRADING PER CLIENT.  
 3. DCC, 06/06/03, RECORD DRAWING

This information is for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.

Entry Date: 1-11-05

Entered by: Suzanne Mills

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.

2000, The Schneider Corporation

**Schneider**

The Schneider Corporation  
 12821 E. New Market Street  
 Suite 100  
 Carmel, IN 46032  
 317-569-8112  
 317-826-6410 Fax  
 Formerly Schneider Engineering Corp. / Bohlen, Meyer, Gibson & Assoc.

Engineering  
 Surveying  
 Landscape Architecture  
 GIS + IIS  
 Geology

BRENNICK DEVELOPMENT CO.  
 Village of WestClay  
 Sections AG01, AG02 & 6502

**DEVELOPMENT PLAN**

Date	Project No.	Drawn	Approved
12/22/00	1238.AG01	DCC	
Computer Files	Sheet No.		
N:\V238\AG01\DWG\C101.DWG XREF: 10085.DWG, 10085.DWG XREF: 3001ABS.DWG, 3004ABS.DWG XREF: 6502BS.DWG, AG01BS.DWG XREF: AG02BS.DWG, CA10&CA13.DWG	C101		

**CURB ELEVATION  
 SUB-SURFACE DRAINAGE  
 SANITARY SEWER  
 STORM SEWER  
 RECORD DRAWING**

**CERTIFICATION FOR "RECORD DRAWING"**

CERTIFIED BY: *[Signature]*

THE SCHNEIDER CORPORATION  
 12821 E. NEW MARKET STREET SUITE 100  
 CARMEL, INDIANA 46032  
 (317) 569-8112 FAX (317) 826-6410

DAVID K. SEXTON  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 9500028  
 STATE OF INDIANA  
 DATE: 8/11/03

**LEGEND**

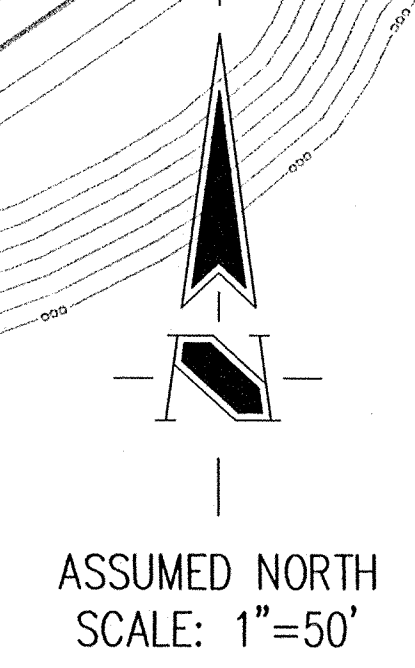
Existing Storm Sewer		Storm Structure Number	
New Storm Sewer		Sanitary Structure Number	
Existing Sanitary Sewer		Flow Arrow	
New Sanitary Sewer		Denotes Elevation and Approximate Pad Size	
Existing Contour		6" Subsurface Drain	
Existing Elevation w/ description		Swale (ft)	
New Pavement Grade		12' Alley	
All Other Finish Grades			
2' Chairback Curb			
2' Chairback Curb without Gutter			
2' Valley Gutter Curb			
	Denotes Existing Top of Curb Elevation		

HOLEY MOLEY SAYS  
**"DON'T DIG BLIND"**

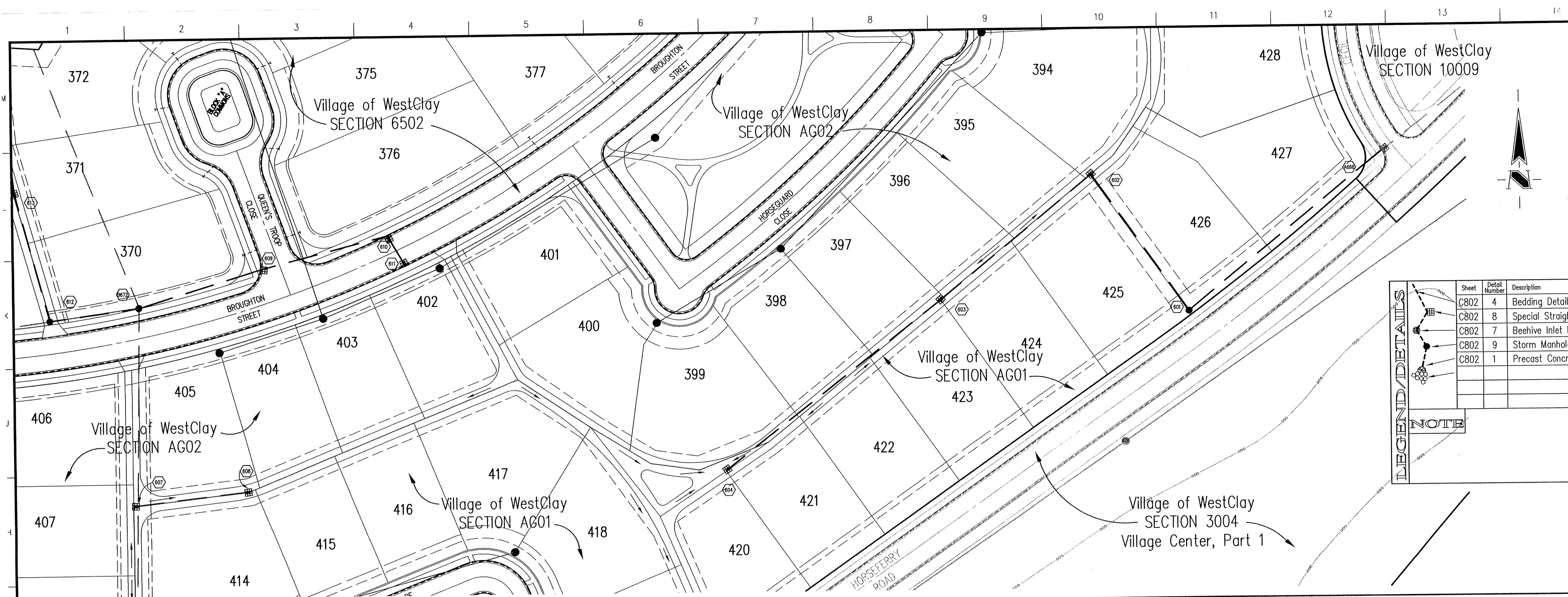
**"IT'S THE LAW"**  
 CALL 2 WORKING DAYS BEFORE YOU DIG  
 1-800-382-5544  
 CALL TOLL FREE  
 PER INDIANA STATE LAW IS-69-1991  
 IT IS AGAINST THE LAW TO EXCAVATE  
 WITHOUT NOTIFYING THE UNDERGROUND  
 LOCATION SERVICE TWO (2) WORKING  
 DAYS BEFORE COMMENCING WORK.

**BENCHMARK**

TBM #44  
 USGS BENCHMARK  
 CUT "X" NORTH BONNET BOLT IN FIRE HYDRANT  
 EAST SIDE HOOVER RD. ±100' SOUTH OF CLARIDGE  
 FARM ENTRANCE.  
 ELEVATION - 893.39







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-69-1991  
 IT IS AGAINST THE LAW TO EXCAVATE  
 WITHOUT NOTIFYING THE UNDERGROUND  
 LOCATION SERVICE TWO (2) WORKING  
 DAYS BEFORE COMMENCING WORK.

Sheet Number	Detail Number	Description
C802	4	Bedding Detail - Reinforced Concrete Pipe (RCP)
C802	8	Special Straight Curb Inlet
C802	7	Beehive Inlet Detail
C802	9	Storm Manhole Detail
C802	1	Precast Concrete End Section

**NOTE**

**GENERAL NOTES**

- TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE 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.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
- CONTRACTORS SHALL MINIMIZE DAMAGE TO EXISTING TREES.

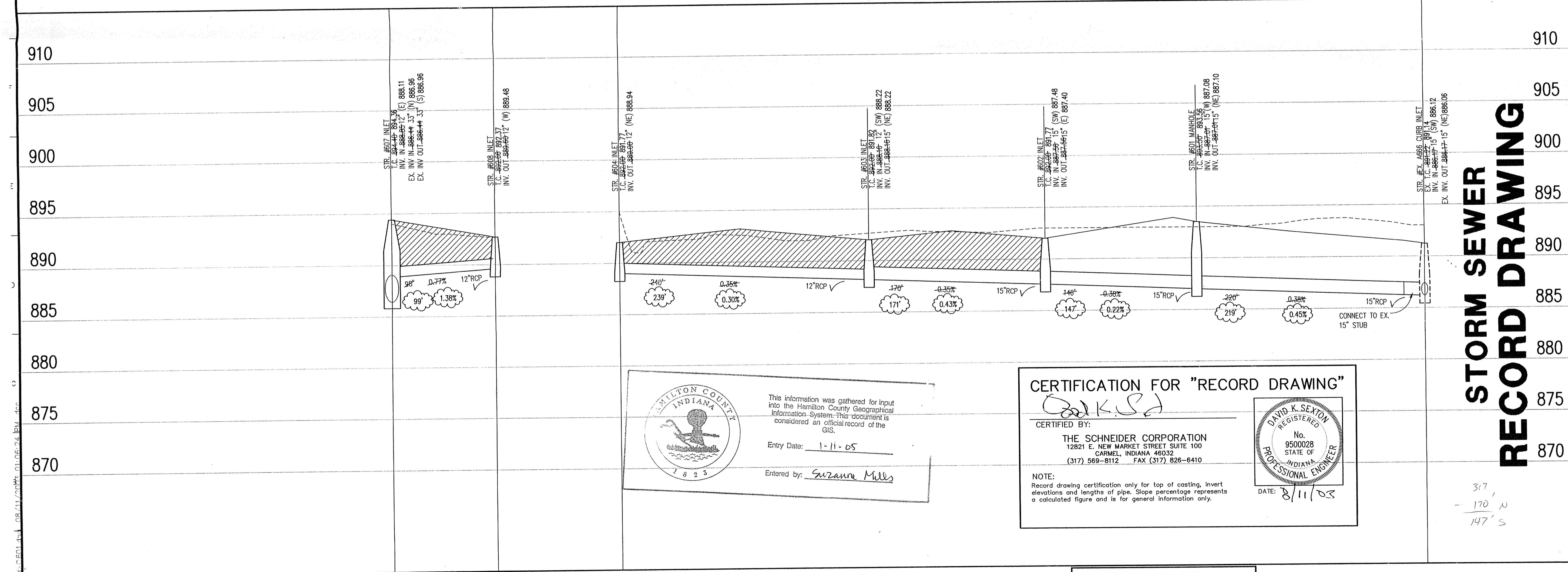
**BENCHMARK**

TBM #44  
 USGS BENCHMARK  
 CUT "X" NORTH BONNET BOLT IN FIRE HYDRANT  
 EAST SIDE HOOVER RD. ±100' SOUTH OF CLARIDGE  
 FARM ENTRANCE.  
 ELEVATION - 893.39

Revisions  
 1. DEC 06/06/03: RECORD DRAWING

**STORM SEWER PLAN**

SCALE: 1"=50'



**STORM SEWER RECORD DRAWING**

This information was gathered for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.  
 Entry Date: 1-11-05  
 Entered by: Suzanne Mills

**CERTIFICATION FOR "RECORD DRAWING"**

CERTIFIED BY: *David K. Sexton*

THE SCHNEIDER CORPORATION  
 12821 E. NEW MARKET STREET SUITE 100  
 CARMEL, INDIANA 46032  
 (317) 569-8112 FAX (317) 826-6410

DAVID K. SEXTON  
 REGISTERED  
 No. 9500028  
 STATE OF INDIANA  
 PROFESSIONAL ENGINEER  
 DATE: 8/11/05

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.  
 2000, The Schneider Corporation

**Schneider**  
 The Schneider Corporation  
 12821 E. New Market Street  
 Suite 100  
 Carmel, IN 46032  
 317-569-8112  
 317-826-6410 Fax  
 Formerly Schneider Engineering Corp. / Bohlen, Meyer, Gibson & Assoc.

Engineering  
 Surveying  
 Landscape Architecture  
 GIS + LIS  
 Geology

BRENWICK DEVELOPMENT CO.  
 Village of WestClay  
 Sections AG01, AG02 & 6502

**STORM SEWER PLAN AND PROFILE**

Date	Project No.	Drawn	Approved
12/22/00	1238.AG01	MG	

Computer Files	Sheet No.
N:\1238\AG01\DWG\C601.DWG XREF: AG01BS, AG02BS XREF: 6502BS, 1006BS XREF: 3004BS, MD-BS-E XREF: 1006BS, STORM	C601

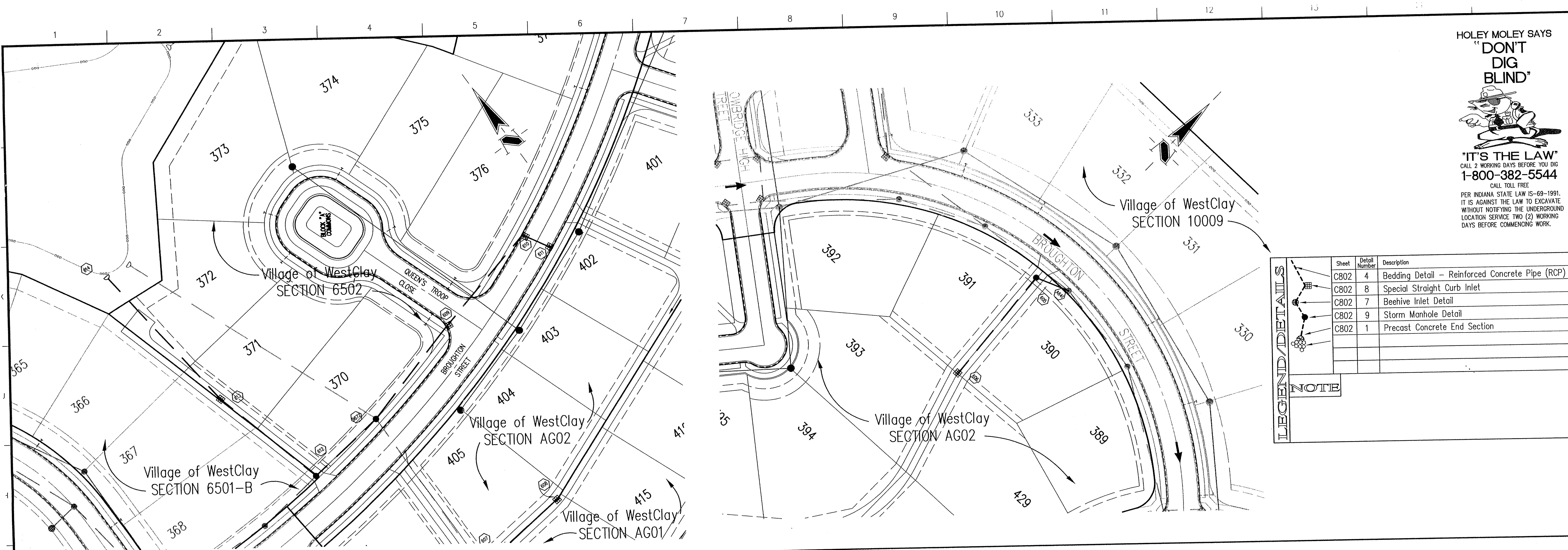
**LEGEND**

	Existing Grade
	New Grade
	Granular Backfill

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

**STORM SEWER PROFILE**





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-69-1991,  
 IT IS AGAINST THE LAW TO EXCAVATE  
 WITHOUT NOTIFYING THE UNDERGROUND  
 LOCATION SERVICE TWO (2) WORKING  
 DAYS BEFORE COMMENCING WORK.

**LEGEND/DETAILS**

Sheet	Detail Number	Description
C802	4	Bedding Detail - Reinforced Concrete Pipe (RCP)
C802	8	Special Straight Curb Inlet
C802	7	Beehive Inlet Detail
C802	9	Storm Manhole Detail
C802	1	Precast Concrete End Section

**NOTE**

**GENERAL NOTES**

- TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE 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.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
- CONTRACTORS SHALL MINIMIZE DAMAGE TO EXISTING TREES.

**BENCHMARK**

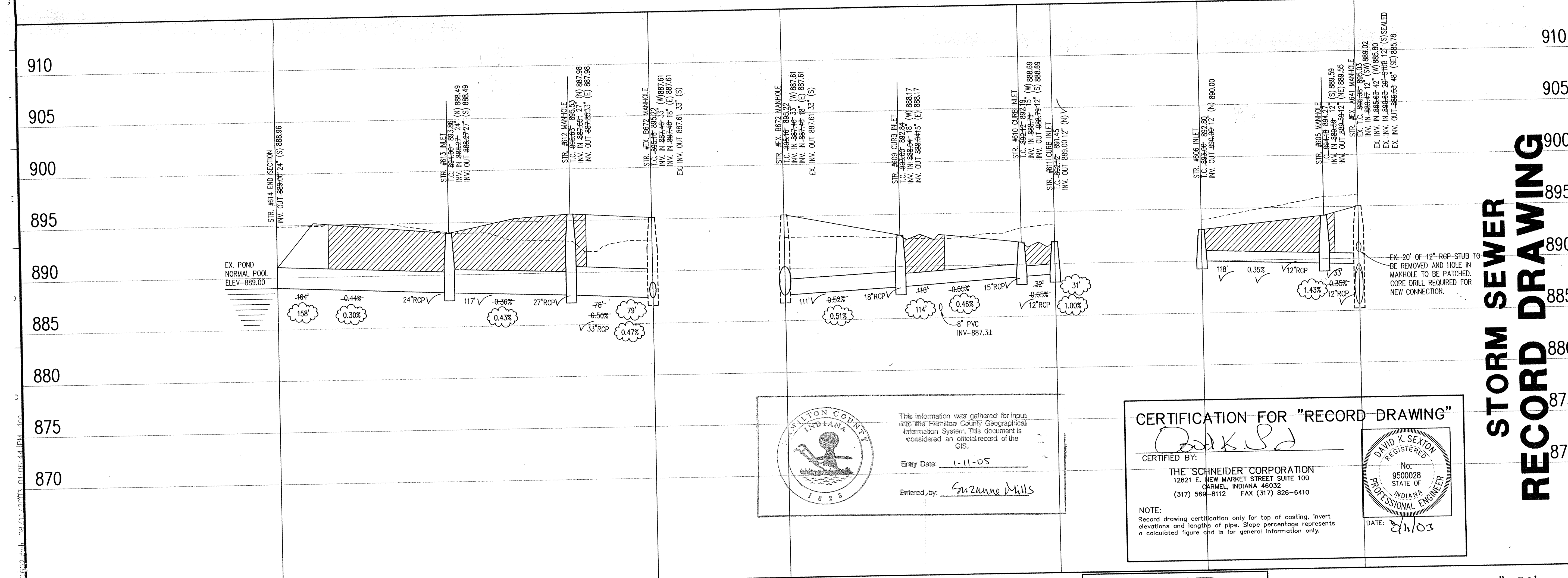
BTM #44  
 USGS BENCHMARK  
 CUT "X" NORTH BONNET BOLT IN FIRE HYDRANT  
 EAST SIDE HOOVER RD. ±100' SOUTH OF CLARIDGE  
 FARM ENTRANCE.  
 ELEVATION - 893.39

**Revisions**

- BET. 01/28/02. "RECORD DRAWING"
- DCC 06/06/03. RECORD DRAWING

**STORM SEWER PLAN**

SCALE: 1"=50'



**STORM SEWER RECORD DRAWING**

ALTON COUNTY INDIANA  
 This information was gathered for input into the Hamilton County Geographical Information System. This document is considered an official record of the GIS.  
 Entry Date: 1-11-05  
 Entered by: Suzanne Mills

**CERTIFICATION FOR "RECORD DRAWING"**

CERTIFIED BY: *[Signature]*

THE SCHNEIDER CORPORATION  
 12821 E. NEW MARKET STREET SUITE 100  
 CARMEL, INDIANA 46032  
 (317) 569-8112 FAX (317) 826-6410

DATE: 2/11/03

DAVID K. SEXTON  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 9500028  
 STATE OF INDIANA

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.

2000, The Schneider Corporation

**Schneider**  
 The Schneider Corporation  
 12821 E. New Market Street  
 Suite 100  
 Carmel, IN 46032  
 317-569-8112  
 317-826-6410 Fax  
 Formerly Schneider Engineering Corp. / Bohlen, Meyer, Gibson & Assoc.

Engineering  
 Surveying  
 Landscape Architecture  
 GIS + LIS  
 Geology

BRENNICK DEVELOPMENT CO.  
 Village of WestClay  
 Sections AG01, AG02 & 6502

**STORM SEWER PLAN AND PROFILE**

Date	Project No.	Drawn	Approved
12/22/00	1238.AG01	MG	

Computer Files  
 N:\1238\AG01\DWG\C602.DWG  
 XREF: AG01BS, AG02BS  
 XREF: 6502BS, 1006BS  
 XREF: 3004BS, MD-BS-E  
 XREF: 1006BS, STORM

Sheet No.  
**C602**

**LEGEND**

Existing Grade	New Grade	Granular Backfill

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