

Kenton C. Ward, Survey Phone (317) 776-8495 Fax (317) 776-9628

Suite 188 One Hamilton County Square Noblesville, Indiana 46060-2230

January 12, 2005

TO: Hamilton County Drainage Board

RE: Wheeler & Wheeler Drain, Arbor Grove Section 2 Arm

Attached is a petition filed by Bay Development along with a non-enforcement request, plans, calculations, quantity summary and assessment roll for the Arbor Grove Section 2 Arm, Wheeler & Wheeler Drain to be located in Noblesville Township. I have reviewed the submittals and petition and have found each to be in proper form.

I have made a personal inspection of the land described in the petition. Upon doing so, I believe that the drain is practicable, will improve the public health, benefit a public highway, and be of public utility and that the costs, damages and expenses of the proposed drain will probably be less than the benefits accruing to the owners of land likely to be benefited. The drain will consist of the following:

6" SSD	5,652 ft.	18" RCP	458 ft.
12" RCP	346 ft.	21" RCP	306 ft.
15" RCP	484 ft.		

The total length of the drain will be 7,246 feet.

The retention pond (lake) located in Common Area "D" is to be considered part of the regulated drain. The maintenance of the pond (lake), such a mowing and aquatic weed control, will be the responsibility of the Homeowners Association. The Board will also retain jurisdiction for ensuring the storage volume for which the lake was designed will be retained. Thereby, allowing no fill or easement encroachments.

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

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$10.00 per acre for common areas and platted lots, \$10.00 per acre for roadways, with a \$64.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$4,317.60.

The petitioner has submitted surety for the proposed drain at this time. Surety shall be submitted prior to the approval of the Hamilton County Board of Commissioners/commencement of construction. The sureties which are in the form of a Performance Bond/Letter of Credit are as follows:

Agent: First Indiana Bank Date: August 9, 2004 Number: 103279027 For: Storm Sewers Amount: \$97,161.00

Agent: First Indiana Bank Date: August 9, 2004 Number: 103279031 For: Erosion Control Amount: \$43,100.00

Parcels assessed for this drain may be assessed for the Stoney Creek Drain at sometime in the future.

I believe this proposed drain meets the requirements for Urban Drain Classification as set out in IC 36-9-27-67 to 69. Therefore, this drain shall be designated as an Urban Drain.

I recommend that upon approval of the above proposed drain that the Board also approve the attached non-enforcement request. The request is for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for Arbor Grove, Section 2 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for February 28, 2005.

Kenton C. Ward Hamilton County Surveyor

KCW/pll

#### STATE OF INDIANA

#### COUNTY OF HAMILTON )

#### TO: HAMILTON COUNTY DRAINAGE BOARD

% Hamilton County Surveyor One Hamilton County Square, Suite 188 Noblesville, IN. 46060-2230

In t	he matter of _	Arbor	Grove	· · ·	_Subdivision,
Section	Two		Drain Pet	tition.	

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

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

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

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

The Petitioner also agrees to the following:

- 1. To provide the Drainage Board a Performance Bond for the portion of the drainage system which will be made a regulated drain. The bond will be in the amount of 100% of the Engineer's 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.

۱

- 4. The Petitioner shall instruct his Engineer to provide a reproducable print on a 24" x 36" mylar of the final design of the Drainage System. This shall be submitted to the County Surveyor prior to the release of the Performance Bond.
- 5. The Petitioner shall comply with the Erosion Control Plan as specified on the construction plans. Failure to comply with the Erosion Control Plan shall be determined by the Board as being an obstruction to the drainage system. The County Surveyor shall immediately install or repair the needed measures at Petitioners cost as per IC 36-9-27-46.

The Petitioner further requests that the Drain be classified as an Urban Drain as per IC 36-9-27-69(d).

n T Sular

Bruce T. Sklare - Vice President Printed Name Bay Development Corp.

Signed

Printed Name RECORDED OWNER(S) OF LAND INVOLVED

Date 5-4-04

## **BAY DEVELOPMENT CORPORATION**

10415 N. College Ave. Indianapolis, Indiana 46280 Phone: 317-844-8844

Sub-Contract Agreement

THIS AGREEMENT, made this <u>28</u> day of <u>October</u>, 2002, by and between Bay Development Corporation/ Bay Communities LLC. hereinafter called the Contractor, and <u>Valenti-Held Contractor</u>, <u>4937 Fieldstone Drive</u>, Whitestown, IN 46075, Attention: <u>Ph# (317)769-6922</u>, Fax # (317)769-5525, hereinafter called the Sub-contractor.

For the consideration hereinafter named, the said Sub-contractor covenants and agrees with said Contractor, as follows:

FIRST. the Sub-contractor agrees to furnish all material and perform all work necessary to complete the <u>Earthwork, Con/Span Bridge Assembly, Sanitary Sewers, Storm Sewers & Watermains</u> at <u>Arbor Grove, Section II</u>, located on State Road 238 east of Cumberland Road in Noblesville Township, Hamilton County as per plans prepared by Weihe Engineers, Inc., dated 11-08-02 with revisions of 07/02/03, and to the full satisfaction of said Engineer.

SECOND. The Sub-contractor agrees to promptly begin said work as soon as notified by said Contractor, and to complete the work as follows:

Pricing is based on the following quantities:

1.	Earthwork: Common excavation required to bring of proposed grades shown on plans. This price ass earthwork balance on-site and includes placing requ quantity of clay from existing stockpile to balance s	umes an
2.		\$16 <b>4</b> ,752.00
2.	Con/Span Bridge Assembly	\$ 67,305.00
3.	Sanitary Sewers	
		\$110,539.00
4.	Storm Sewers	\$ 97,161.00
5.	Water Mains	+
		<u>\$ 98,315,00</u>
	ΤΟΤΑ	L \$558,072.00

THIRD. The Sub-contractor shall take out and pay for Workmen's Compensation and Public Liability Insurance, also Property Damage and all other necessary insurance, as required by the Owner, Contractor or by the State in which this work is performed. A copy of the Sub-contractor's Certificate of Insurance listing Bay Development Corporation, Bay Communities L.L.C., and Bay Communities L.P. as co-insured parties shall be supplied to the Contractor upon execution of this contract.

FOURTH. The Sub-contractor shall pay all Old Age Benefit and Unemployment Compensation Taxes upon the materials and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

FIFTH. No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes made.

SIXTH. The Sub-contractor shall not assign this contract without first obtaining permission in writing from the Contractor.

IN CONSIDERATION WHEREOF, the said Contractor agrees that he will pay to the said Sub-contractor, in monthly payments for said materials and work based upon invoices of work completed to be submitted by the Sub-contractor, said amount to be paid as follows: ninety percent (90%) of all labor and material which has been placed in position by said Sub-contractor, must be submitted by the 24th of the month to be paid on or about the 10th of the following month, except the final payment, which the said Contractor shall pay to the said Sub-contractor within thirty (30) days after the Sub-contractor shall have completed his work to the full satisfaction of the said Engineer or Owner. The balance of the payment, the ten percent (10%) retainage must be invoiced upon completion.

The Contractor and the Sub-contractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement

IN WITNESS WHEREOF, the have executed this agreement the day and date written above.

Snider Group SUB-CONTRACTOR

BY:

Date:

Bay Development Corporation. CONTRACTOR

BY: Bruce T. Sklare - Vice President

Date: Cect 30, 2003

DATE: October 23, 2003 (Revised)

CUSTOMER: Bay Development

L'Alenti Heid Contractor/developer

JOB NAME: Arbor Grove Section 4 2

LOCATION: Noblesville, IN

VALENTI-HELD CONTRACTOR / DEVELOPER, INC. agrees to furnish and install the necessary materials, equipment, and labor, in the manner described below, and to perform such construction in a workmanlike manner, and as expeditiously as the construction schedule and weather conditions permit (but subject to delays from causes beyond our control; such as strikes, shortage of labor, fires, accidents, or acts of God). Our workmanship and material is guaranteed for one year from the date of job completion. In the event that defective workmanship or materials are determined to have occurred, VALENTI-HELD CONTRACTOR / DEVELOPER, INC. shall be liable only for the replacement of same. This proposal is valid for 30 days & is subject to increase due to fluctuation in labor and material costs if not started within 60 days.

This proposal is based on drawings and specifications prepared by Weihe Engineering dated 11/8/02 with revisions of 7/2/03. All topographic information provided on these drawings is assumed to be within + or -0.5 feet of the actual elevation encountered at the project site and the average elevation of the entire site is assumed to be within + or -0.1 feet of the actual elevations that exist on the site. We reserve the right to adjust our earthwork bid amount if a greater variance is found to exist and/or make field adjustments to design elevations (with the engineer's approval) in order to achieve the anticipated earthwork balance. Verification of existing elevations will take place as soon as construction staking for the project occurs.

#### EARTHWORK

Includes:

- A. Strip topsoil and place in rear yards, front yards and common areas. No excess topsoil to be removed from the site.
- B. Perform all cuts and fills to 0.10' tolerance for building pads, streets, lake, swales and site. This price is based on the site balancing with borrow material from expanding existing Lake #4. No excess material to be hauled from the site or borrow material hauled to the site.
- C. Finish grade the building pads, streets, lake, swales and site one time only.
- D. Building pads to be constructed to the size shown on the plans, plus a 5' overbuild on all four sides. Compaction of the building pad to 95% Standard Proctor.
- E. Incorporate the waste dirt generated from the installation of storm sewers, sanitary sewers, and water mains.
- F. Earthwork will proceed during the winter months as long as soil moisture contents and/or frost penetration allow for productive placement of compacted lifts in fill areas. 317-769-6922
- G. Silt basin per plans.
- H. Clearing as required within the project boundaries.

1-800-886-6922

FAX 317-769-5525

4937 Fieldstone Drive

I. Saw cutting of existing street pavements along the adjacent edge for proposed deceleration lanes.

#### Excludes:

- A. Bypass blister required in Noblesville specifications but not shown on plans.
- B. Rip-Rap for spillway of lake #6 to regulated drain.
- C. Clearing of rear yard areas on East side of project. Site investigation indicates previous section left trees in rear yard 50' peripheral yard/perimeter buffer zone.
- D. Any clearing required in connection with expanding existing lake #4 to balance site.
- E. Widening of SR238 shown in Hamilton County Surveyor's detail (page 12) but not shown on plans.
- F. Field engineering and soils testing.
- G. Permits or Bonds.
- H. Footing excavation and backfill.
- I. Removal of waste dirt generated from building construction and other contractors waste dirt.
- J. Construction of landscape mounds, unless specifically shown on the plans.
- K. Finish grading of landscape mounds.
- L. Relocation of existing utilities and tiles.
- M. Removal of buried concrete or debris from previous filling of site.
- N. Straw bales or other erosion control measures, or fine grading for erosion control.
- O. Seeding, sodding and landscape work.
- P. Undercutting of unsuitable material or previously placed fill.
- Q. Hydrated lime stabilization of sub-grades.
- R. Granular fill under concrete slabs.
- S. Permanent barricades at dead-end streets.
- T. Installation of Utility Company conduits.
- U. Cost for design engineer to produce as-built record drawings.
- V. Installation of deep well dewatering systems to lower the water table below areas to be excavated by a scraper.
- W. Clay or synthetic liners for lakes or ponds.
- X. Excavation for Mechanical, Electrical or Concrete curb contractors.
- Y. Tax on materials.
- Z. Valenti-Held is not responsible for the removal of hazardous materials. A quote can be given once an environmental assessment has been made.

#### TOTAL BID AMOUNT = \$184,752.00

#### II. CON/SPAN BRIDGE ASSEMBLY

#### Includes:

- A. Preparing the site to handle water flow of the major drainageway.
- B. Excavation for the proposed footings.
- C. Sub-contractor to install concrete footings.
- D. Backfill footings, and pre-place rip-rap for footing and wing wall protection.

- E. Provide a crane of sufficient size to erect the pre-cast components and construct a staging area for receiving and assembly of the bridge system components provided by BridgeTek Bridge Technology, L.L.C.
- F. Assembly of the CON/SPAN bridge components that are delivered to the jobsite with the help of a construction technician provided by BridgeTek.
- G. Furnish and install grout at the footing keyway per plans.
- H. Install joint sealants and wing wall drainage pipes that are provided by BridgeTek.
- I. Furnish and install #53 stone for backfill of the bridge structure and wingwalls, and #8 stone around the wingwall drainage pipes. Compact stone backfill in lifts as required.
- Distribute and install rip-rap as needed to complete the footing protection. Ι.
- K. Finish grade the roadbed (subgrade) for placement of the curb and asphalt road section of the subdivision ( road construction by others).
- L. Distribute clay/topsoil and finish grade the bridge approach and creek bank slopes.
- M. Re-establish the permanent drainageway as needed.

#### **Excludes:**

- A. Field engineering and soils testing.
- B. Permits or Bonds.
- C. Relocation of existing utilities and tiles.
- D. Seeding, sodding and planting work.
- E. Cost for design engineer to produce as-built record drawings.
- F. Removal of buried concrete or or debris from previous filling of the site.
- G. Straw bales or other erosion control measures, or fine grading for erosion control.
- H. Furnishing, installing, or site restoration for the proposed guardrail.
- I. Grading for construction of sidewalks.
- Tax on materials. Ι.

#### BID AMOUNT = \$67,305.00

**III. SANITARY SEWERS** 

Includes:

- A. Excavation and placement of all required 8" and 15" P.V.C. pipe as shown on the drawings.
- B. Excavation and placement of the 6" SDR 26 ASTM D-3034 P.V.C. pipe for laterals as shown.
- C. Lateral lengths are bid as shown on the drawings.
- D. Manholes with Infi-shields.
- E. #8 stone bedding as shown to 12" over top of pipe only.
- F. Sand backfill.
- G. Marker post, locate tape, and trace wire for each lateral.
- H. Air and mandrel testing of mains and vacuum testing of manholes.
- I. 3 year 20% Maintenance bond.
- J. Due to fluctuation of PVC prices, we reserve the right to adjust the bid if the project doesn't start within 60 days of the bid date.

#### Excludes:

#### A. Vacuum testing of existing manholes. Site investigation indicates all existing manholes experiencing infiltration.

- B. Repairs to existing manholes.
- C. Clean-outs on sanitary laterals.
- D. Field engineering and soils testing.
- E. Permits or performance bonds.
- F. Inspections fees and tap charges.
- G. Relocation of existing utilities.
- H. Cost for design engineer to produce as-built record drawings.
- I. Videotape inspection of the sanitary sewer mains after pipe installation.
- J. Flushing of mains prior to acceptance.
- K. Bituminous coating of manholes.
- L. Fine grading, seeding and sodding of offsite areas.
- M. 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.
- N. The installation of a deep well dewatering system or casings to lower the water table below the pipe grade.
- O. Sales tax.

#### TOTAL BID AMOUNT = \$110,539.00

#### **IV. STORM SEWERS**

Includes:

- A. Excavation and placement of the R.C.P. as shown on the drawings.
- B. Inlets and manholes.
- C. Concrete end sections.
- D. Riprap.
- E. Sand backfill.
- F. 6" subsurface drains under curbs.
- G. #8 stone backfill as required for subsurface drains.
- H. 3 Year 20% Maintenance bond.

#### **Excludes:**

- A. Field engineering and soils testing.
- B. Permits or performance bonds.
- C. Relocation of existing utilities.
- D. Bank armorment with Reno mattresses/Gabbion baskets in legal drain (2) and SR238 swale (1).
- E. Granular or stone bedding of any kind.
- F. Cost for design engineer to produce as-built record drawings.
- G. 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.
- H. Sales tax.

TOTAL BID AMOUNT = \$97.161.00

#### V. WATER MAINS

Includes:

- A. Excavation and placement of the 4" and 8" P.V.C. pipe and 12" ductile iron pipe for water main as shown.
- B. Fire hydrants, valves, and fittings.
- C. Testing as required.
- D. Granular backfill as required.
- E. 3-year, 10% 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. Meters, outside meter pit or vaults.
- G. Disconnection of previously abandoned services.
- H. 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.
- I. Cost for design engineer to produce as-built record drawings.
- Installations of water mains or laterals after asphalt or curbs have been constructed. .

K. Sales Tax.

TOTAL BID AMOUNT = \$98,315.00

It is agreed that the contract price for the above work to be performed by VALENTI-HELD CONTRACTOR/ DEVELOPER, INC. is Five Hundred Fifty Eight Thousand and Seventy Dollars and no cents (\$558.070.00).

The Owner must provide the Contractor with an Indiana State Sales Tax Exemption certificate to prevent the addition of such tax to the contract total.

24 Payment to be due and payable when invoiced by the 25th of the month, due the 10th of the following month with 10% retainage. Past due invoices are subject to one and a half percent (1 1/2%) per month service charge, plus reasonable attorney fees necessary to collect past due invoices.

This proposal shall become a contract, binding upon both parties, upon the same being signed by an authorized agent for VALENTI-HELD CONTRACTOR / DEVELOPER, INC. and by the Owner. We agree to keep in force property damage and public liability insurance and to comply fully with the provisions of the Workman's Compensation Act of the State of Indiana and agree to furnish a Certificate of Insurance upon request.

OWNER

By:	mother	
Printed:	Bruce T. Sklare	
Title:	Vice President	
Date:	October 30, 2003	

CONTRACTOR Valenti-Held Contractor/Developer, Inc.

By: Printed: Kevin Brown

Title: Estimator

Date: October 23, 2003

#### Arbor Grove Section 2 GASB 34 Calculation

Arbor Grove Sec. 2 – 7246ft Arbor Grove Relocation of the Wheeler & Wheeler – 1,175ft

**Total Footage** = 8,421 **Bond Amount** = \$140,261

Arbor Grove Sec. 2: .86(\$140,261) = \$120,624.46 Arbor Grove Relocation: .14(\$140,261) = \$19,636.54

## BAY DEVELOPMENT CORPORATION 10415 N. COLLEGE AVENUE INDIANAPOLIS, IN 46280 844-8844 -- FAX # 844-7360

#### WORK ORDER: 1152

DATE: 07/29/04

SUB-CONTRACTOR: ADDRESS: PHONE: FAX:

Roudebush Grading, Inc. 19142 U.S. 31 North, Westfield, IN 46074 317-896-9988 317-896-9988

JOB LOCATION: Arbor Grove Section II TERMS: APPROX 10<sup>TH</sup> - BILLS MUST BE RECEIVED BY 24<sup>TH</sup> FAX # 844-7360

### DESCRIPTION OF PROPOSED CHANGES/ADDITIONAL WORK TO BE PERFORMED:

Labor, material and equipment for the following work:

<ol> <li>Permanent Seed (310,400 sq<sup>3</sup> * 0.055)</li> <li>Right of Way Seed (83,400 sq<sup>3</sup> * 0.055)</li> <li>Erosion Control Blanket (114,360 sq<sup>3</sup> * 0.09)</li> <li>Silt Fence (660 lin<sup>3</sup> * 1.35)</li> <li>BeeHive Protection (4 * 40.00)</li> <li>Curb Inlet Protection (11 * 25.00)</li> </ol>	\$17,072.00 \$ 8,587.00 \$10,292,40 \$ 891.00 \$ 160.00
<ol> <li>Curb Inlet Protection (11 * 25.00)</li> <li>Lake #6 Extra Blanket (8760 sq * 0.09)</li> <li>Section 3 Lake Extension Blanket</li> <li>Section 3 Lake Extension Seed</li> </ol>	\$ 160.00 \$ 275.00 \$ 788.40 \$ 3,071.70 \$ 1,877.15

SALES TAX:

FIRM PRICE:

Included

\$43,014.65

ACCEPTANCE BY SUB SIGNED: TITLE: DATE:

ACCEPTANC	E BY CONTRACTOR
SIGNED:	m. Meny
TITLE:	PRES.
DATE: Ĉ	3/5/04
	· · · · · · · · · · · · · · · · · · ·

.

.

The second se

# 

August 9, 2004

HCDB-2004-00059

#### Issuing Bank: First Indiana Bank 135 N. Pennsylvania St. Indianapolis, IN 46204

Place and Date of Issuance: Indianapolis, IN 46204 August 9, 2004

Applicant: Bay Communities LLC 10415 N. College Ave, Indianapolis, IN 46280

#### Irrevocable Standby Letter of Credit

Expiry Date and Place for Presentation of Documents: August 9, 2005 Our Counters

Beneficiary: Hamilton County Board of Commissioners 1 Hamilton County Square, Suite 146 Noblesville, IN 46060 Amount: \$43,100.00

We hereby issue in your favor this Standby Letter of Credit No. 103279031 which is available by payment of your draft(s) at sight on the First Indiana Bank, Indianapolis, IN, USA, accompanied by the following documents and this original Letter of Credit:

Beneficiary's signed statement certifying that Bay Communities has failed to complete the following Storm *erosion control* (\$43,100.00) for property known as Arbor Grove, Section 2.

This certificate should also specify the estimated cost of completing each improvement.

The Bank shall not be called upon to determine questions of fact or law at issue between the Bank's customer and the beneficiary of this Letter of Credit.

We hereby engage with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same shall be duly honored on due presentation to the drawee.

This Letter of Credit is effective August 9, 2004 and shall expire on August 9, 2005 unless a release is received from the beneficiary and Bay Communities, LLC by certified mail.

Draft must bear the clause: "Drawn under Letter of Credit No. 103279031 of the First Indiana Bank, Indianapolis, IN."

We hereby engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored on presentation to the drawee if negotiated or presented on or before expiry date.

This credit is subject to the "Uniform Customs and Practices for Documentary Credits (the "UCP"), 1993 revision, ICC Publication No 500," or the most current publication of the UCP by the International Chamber of Commerce on the date the Credits are issued.

Sincerely, First Yndiana Bank Robert D. Green, Jr. Vice President

First Indiana Bank, N.A. First Indiana Plaza 135 North Pennsylvania Street Indianapolis, IN 46204

HCDB-2004-00060

August 9, 2004

Issuing Bank: First Indiana Bank 135 N. Pennsylvania St. Indianapolis, IN 46204

Place and Date of Issuance: Indianapolis, IN 46204 August 9, 2004

Applicant: Bay Communities LLC 10415 N. College Ave. Indianapolis, IN 46280 Irrevocable Standby Letter of Credit

Expiry Date and Place for Presentation of Documents: August 9, 2005 Our Counters

Beneficiary: Hamilton County Board of Commissioners 1 Hamilton County Square, Suite 146 Noblesville, IN 46060 Amount: \$97,161.00

We hereby issue in your favor this Standby Letter of Credit No. 103279027 which is available by payment of your draft(s) at sight on the First Indiana Bank, Indianapolis, IN, USA, accompanied by the following documents and this original Letter of Credit:

Beneficiary's signed statement certifying that Bay Communities has failed to complete the following storm sewers (\$97,161.00) for property known as Arbor Grove, Section 2.

This certificate should also specify the estimated cost of completing each improvement.

The Bank shall not be called upon to determine questions of fact or law at issue between the Bank's customer and the beneficiary of this Letter of Credit.

We hereby engage with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same shall be duly honored on due presentation to the drawee.

This Letter of Credit is effective August 9, 2004 and shall expire on August 9, 2005 unless a release is received from the beneficiary and Bay Communities, LLC by certified mail.

Draft must bear the clause: "Drawn under Letter of Credit No. 103279027 of the First Indiana Bank, Indianapolis, IN."

We hereby engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored on presentation to the drawee if negotiated or presented on or before expiry date.

This credit is subject to the "Uniform Customs and Practices for Documentary Credits (the "UCP"), 1993 revision, ICC Publication No 500," or the most current publication of the UCP by the International Chamber of Commerce on the date the Credits are issued.

First Inchana Bank

Robert D. Green, Jr. Vice President

First Indiana Bank, N.A. First Indiana Plaza 135 North Pennsylvania Street Indianapolis, IN 46204 Find 26269 platted from the Digital Archive of the Hamilton County Surveyor's Office; One Hamilton Co. Square, Ste. 188, Noblesville, In 46060

#### FINDINGS AND ORDER

#### CONCERNING THE MAINTENANCE OF THE

Wheeler & Wheeler Drain, Arbor Grove Section 2 Arm

On this **28th day of February 2005**, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the **Wheeler & Wheeler Drain**, **Arbor Grove Section 2 Arm**.

Evidence has been heard. Objections were presented and considered. The Board then adopted the original/amended Schedule of Assessments. The Board now finds that the annual maintenance assessment will be less than the benefits to the landowners and issues this order declaring that this Maintenance Fund be established.

HAMILTON COUNTY DRAINAGE BOARD

President

NI D

Member

Member

mette Mostary Attest

#### CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Arbor Grove Section 2

I hereby certify that:

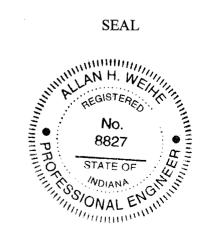
- 1. I am a Registered Land Surveyor or Engineer in the State of Indiana.
- 2. I am familiar with the plans and specifications for the above referenced subdivision.
- 3. I have personally observed and supervised the completion of the drainage facilities for the above referenced subdivision.
- 4. The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

Hecke Date: 7/30/04 Signature: \_ Allan H. Weihe Type or Print Name: Business Address: Weihe Engineers, Inc. 10505 N. College Ave. Indianapolis, 46280 TN Telephone Number: 317-846-6611

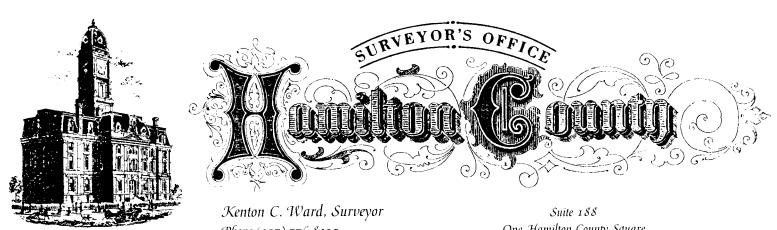
SEAL

#### INDIANA REGISTRATION NUMBER

8827



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



Phone (317) 776-8495 Fax (317) 776-9628 To: Hamilton County Drainage Board Suite 188 One Hamilton County Square Noblesville, Indiana 46060-2230

January 12, 2005

Re: Wheeler & Wheeler Drain: Arbor Grove Sec. 2

Attached are as-builts, certificate of completion & compliance, and other information for Arbor Grove 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 January 12, 2005. The report was approved by the Board at the hearing held February 28, 2005. (See Drainage Board Minutes Book 8, Pages 209-210) The changes are as follows:

				Up		
Structure:	Length:	Size	Material:	Invert:	Dn_Invert	Grade:
734-735	36	12	RCP	809.89	809.34	1.53
734-733	151	15	RCP	809.34	807.7	1.09
733-732	148	15	RCP	807.7	806.33	0.93
732-731	53	18	RCP	806.33	805.9	0.81
731-730	40	18	RCP	805.9	805.47	1.08
730-729	205	18	RCP	805.47	803.22	1.1
729-728	40	21	RCP	803.22	802.72	1.06
728-727a	30	21	RCP	802.72	802.47	0.83
727a-727	68	21	RCP	802.47	801.45	1.5
727-726	161	21	RCP	801.45	798.48	1.84
744-743	135	15	RCP	812.51	811.26	0.93
743-742	50	15	RCP	811.26	807.05	8.42
745-744	30	12	RCP	812.81	812.51	1
741-740	30	12	RCP	807.88	807.58	1
740-739	160	18	RCP	807.58	806.95	0.39
738-737	90	12	RCP	806.95	804.06	3.21
749-748	160	12	RCP	816.98	815.99	0.62
6" SSD Stree	ets:				RCP Pipe	Fotals:

	/.	
enor Way	310.5	12
impani Way	302.5	15
nphony		
Blvd	2141.5	18

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

Totalx2:	5509	21	299
		Total:	1617

The length of the drain due to the changes described above is now 7,126 feet.

The non-enforcement was approved by the Board at its meeting on and recorded under instrument #200500013396.

The following sureties were guaranteed by First Indiana Bank and released by the Board on its February 28, 2005 meeting.

Bond-LC No: 103279027 Insured For: Storm Sewers Amount: \$97,161.00 Issue Date: August 9, 2004 Bond-LC No: 10327931 Insured For: Erosion Control Amount: \$43,100.00 Issue Date: August 9, 2004

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

Sincerely,

Kenton C. Ward, Hamilton County Surveyor

KCW/slm

#### **Gasb 34 Calculations Asset Removal**

Wheeler's Wheeler Drain Drain:

Improvement:

sta 47+54 to 53+96 Sta/Strs:

Calculation Length Length Drain Type: Size: Reported (GIS Query) **Price:** Cost: 1,50 ff Tile -642 -# 41739 18" -642 Sum: Historical Cost or Improvement Value: #81,014.20 耹 - 4173.00 Value Removed: #76,84120 New Value or New Historical Value: # 48 60.85

Old Graduated Value:

**New Graduated Value:** 

Comments:

Removed for Arbor Grove Sec. 2 Development

\$ 4610.47

SOILS MAI S.R. 32/38 SIRC 32 SOILS TYPE LEGEND Fine-loamy, mixed, mesic Typic Argiaqu re-loamy, mixed mesic Typic Hapludal GRAVELY SUBSTRATUM Fine-loamy, mixed mesic Typic Hapludal's Fine-loamy, mixed mesic Typic Hapludal's Fine-loamy, mixed mesic Typic Hapludal's

AREA MAP

INDEX

Fine-loamy, mixed mesic Typic Hopludalfs Fine-loamy, mixed, nonacid, mesic Aeric Fluvoquen

10 5 % SLOPES, ERODED 10 12 % SLOPES, ERODED

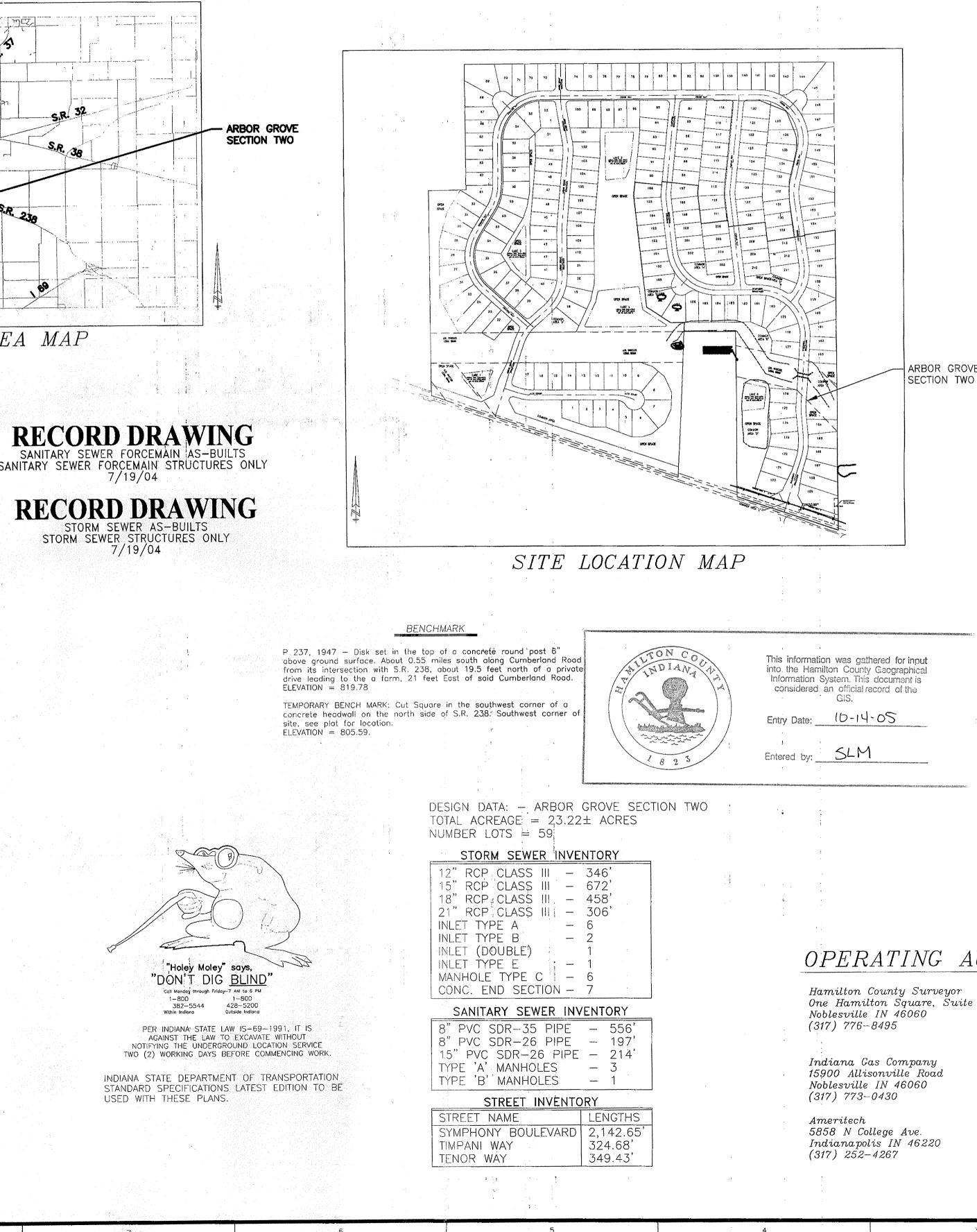
	INDEA
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITIONS / DEMOLITION PLAN
3	DEVELOPMENT PLAN
4-6	STREET PLAN & PROFILE SHEET
7-8	STORM SEWER PLAN & PROFILE SHEET
9	SANITARY SEWER PLAN & PROFILE SHEET
10	EROSION CONTROL PLAN
11	INTERSECTION DETAIL SHEET
12	DETAIL SHEET
13-23	NOBLESVILLE DETAILS SHEET
24	SPECIFICATION SHEET
25	WATER MAIN PLAN
26	WATER MAIN DETAIL SHEET
27	SIGN AND STREET LIGHT LAYOUT PLAN
28	TRAFFIC MAINTENANCE / ENTRANCE PLAN
	DELLCIONS

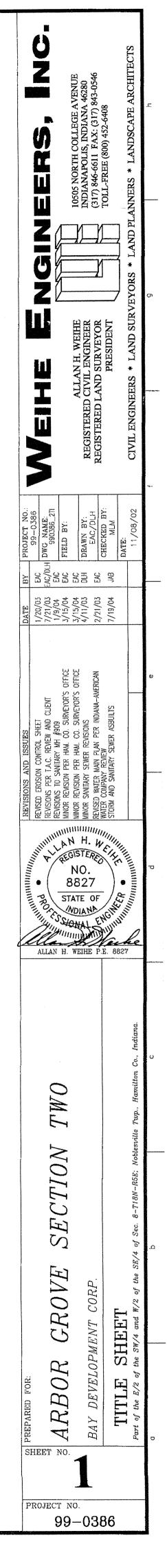
## REVISIONS

SHEET NO.	DESCRIPTION	DATE
10	REVISED EROSION CONTROL SHEET	1/20/03
25	REVISED WATER MAIN PLAN	2/21/03
1,3&9	MINOR SANITARY SEWER REVISIONS	4 /11 /03
ALL	REVISIONS PER T.A.C. REVIEW AND CLIENT	7 / 21 / 03
1,3,9	REVISIONS TO SANITARY M.H. #909	1/9/04
3,12	MINOR REVISIONS PER HAM. CO. SURVEYORS OFFICE	3/15/04
3,12	STORM AND SANITARY SEWER ASBUILTS	7 /19 /04

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

# **CONSTRUCTION PLANS FOR ARBOR GROVE** SECTION TWO





## GENERAL NOTES:

1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, OR VERIFYING THAT ALL PERMITS AND APPROVALS ARE OBTAINED FROM THE RESPECTIVE CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION

2) ALL QUANTITIES GIVEN ON THESE PRINTS, VERBALLY OR IN THE SCOPE OF WORK SECTION ARE ESTIMATES AND SHALL BE CONFIRMED BY THE BIDDING CONTRACTORS.

3) OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29 CFR PART 1926, SUBPART "P" APPLIES TO ALL EXCAVATIONS EXCEEDING FIVE (5) FEET IN DEPTH.

4) IN ADDITION, EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRE THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER. 5) IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND CONTRACTOR TO MAINTAIN

QUALITY CONTROL THROUGHOUT THIS PROJECT.

6) TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE LOCAL STANDARDS.

7) THE ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND METHODS ASSOCIATED WITH THE PROJECT AS SET FORTH IN THESE PLANS. 8) ANY FIELD TILES ENCOUNTERED DURING EXCAVATION SHALL BE REPAIRED AND

CONNECTED TO NEW STORM SEWERS AND POSITIVE DRAINAGE PRESERVED, WHERE ENCONTERED, SAID FIELD TILE SHALL BE INSPECTED IN ACCORDANCE WITH THE CITY OF NOBLESVILLE REQUIREMENTS.

9) THE SITE DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE FÉDERAL ENERGY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE PROGRAM, WHEN PLOTTED BY SCALE ON FLOOD INSURANCE RATE MAP #180082 0015E, DATED SEPTEMBER 24, 1982.

10) BEARINGS, DIMENSIONS AND EASEMENTS ARE SHOWN FOR REFERENCE ONLY. SEE RECORD SURVEYS & PLAT FOR EXACT INFORMATION.

11) THE SITE DOES NOT CONTAIN A WETLANDS AS ESTABLISHED BY THE U.S. DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE; RIVERWOOD, INDIANA, NATIONAL WETLANDS INVENTORY MAP DATED 1989.

12) WATER MAINS SHALL BE IN ACCORDANCE WITH THE LATEST DETAILS AND SPECIFICATIONS OF INDIANA-AMERICAN WATER COMPANY, INC.

13) THE CITY OF NOBLESVILLE CONSTRUCTION STANDARDS SHALL BE USED AS PART OF THESE PREPARED DRAWINGS.

# PLANS PREPARED FOR:

BAY DEVELOPMENT CORP. 10415 N. COLLEGE AVE. INDIANAPOLIS, IN 46280 *TELEPHONE:* (317) 844-8844 CONTACT PERSON: URSELL COX

# PLANS PREPARED BY:

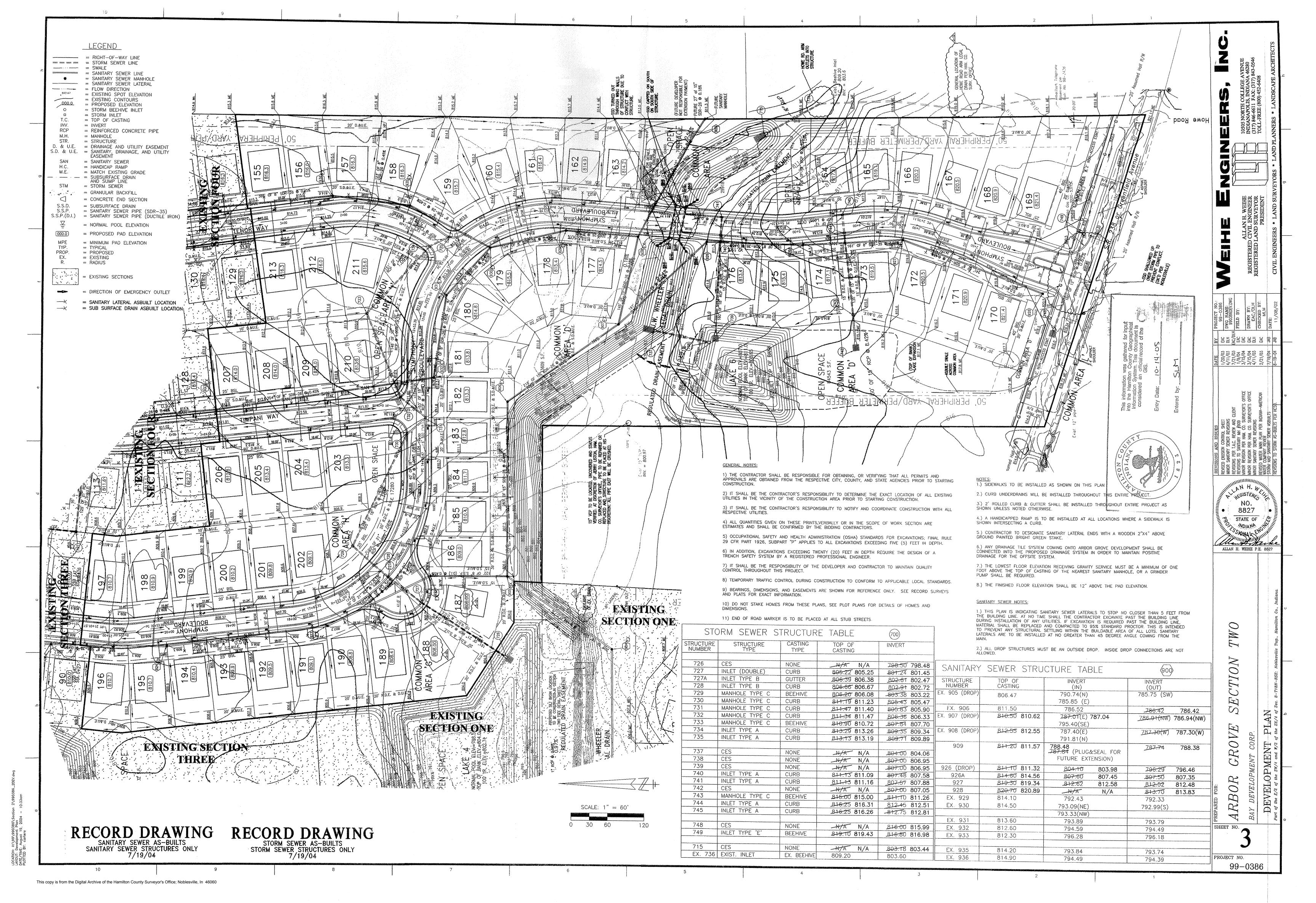
WEIHE ENGINEERS, INC. 10505 N. COLLEGE AVE. INDIANAPOLIS, IN 46280 *TELEPHONE:* (317) 846–6611 CONTACT PERSON: ERIC CARTER PAUL MONKE - STAKING

Highway Department

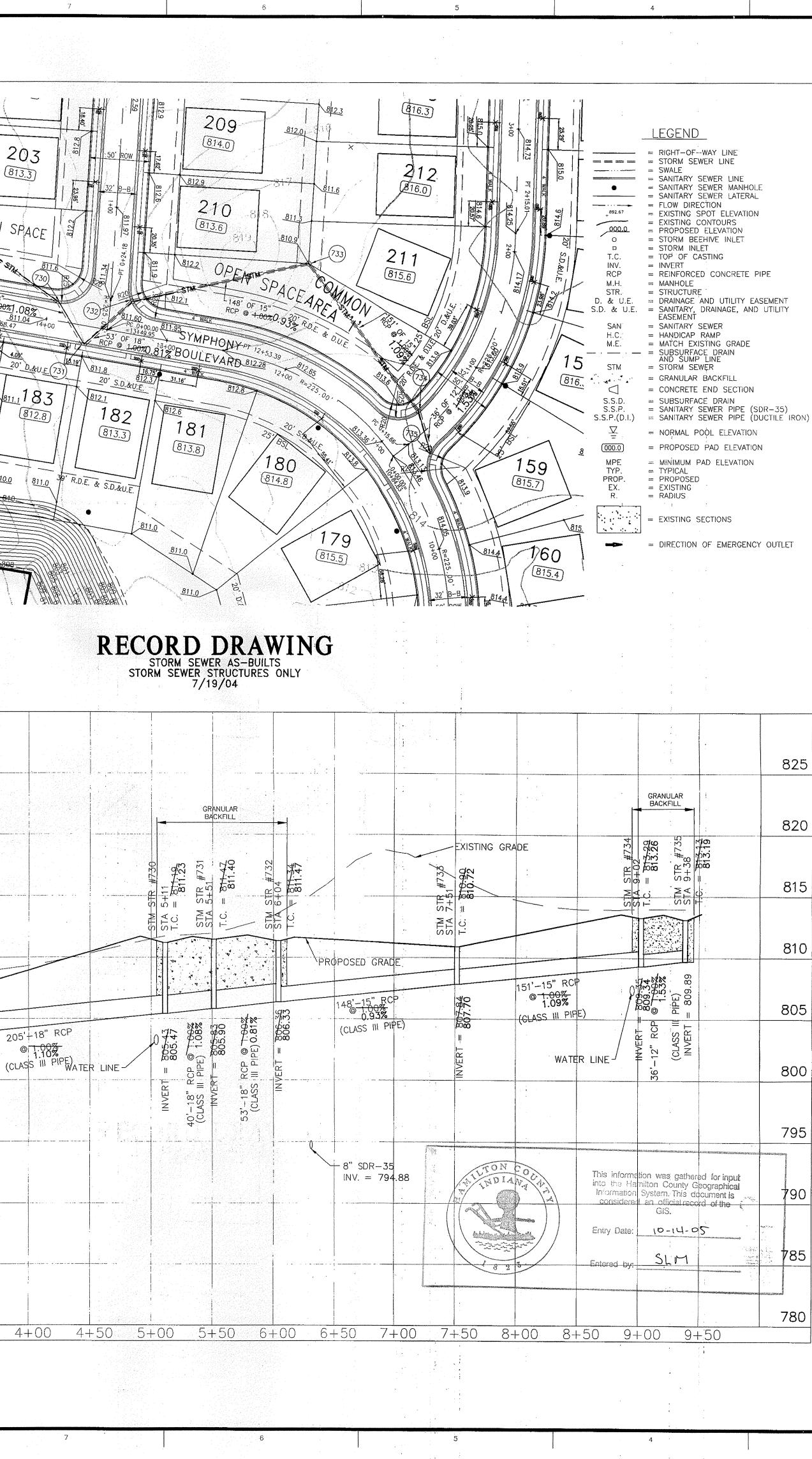
Soil & Water

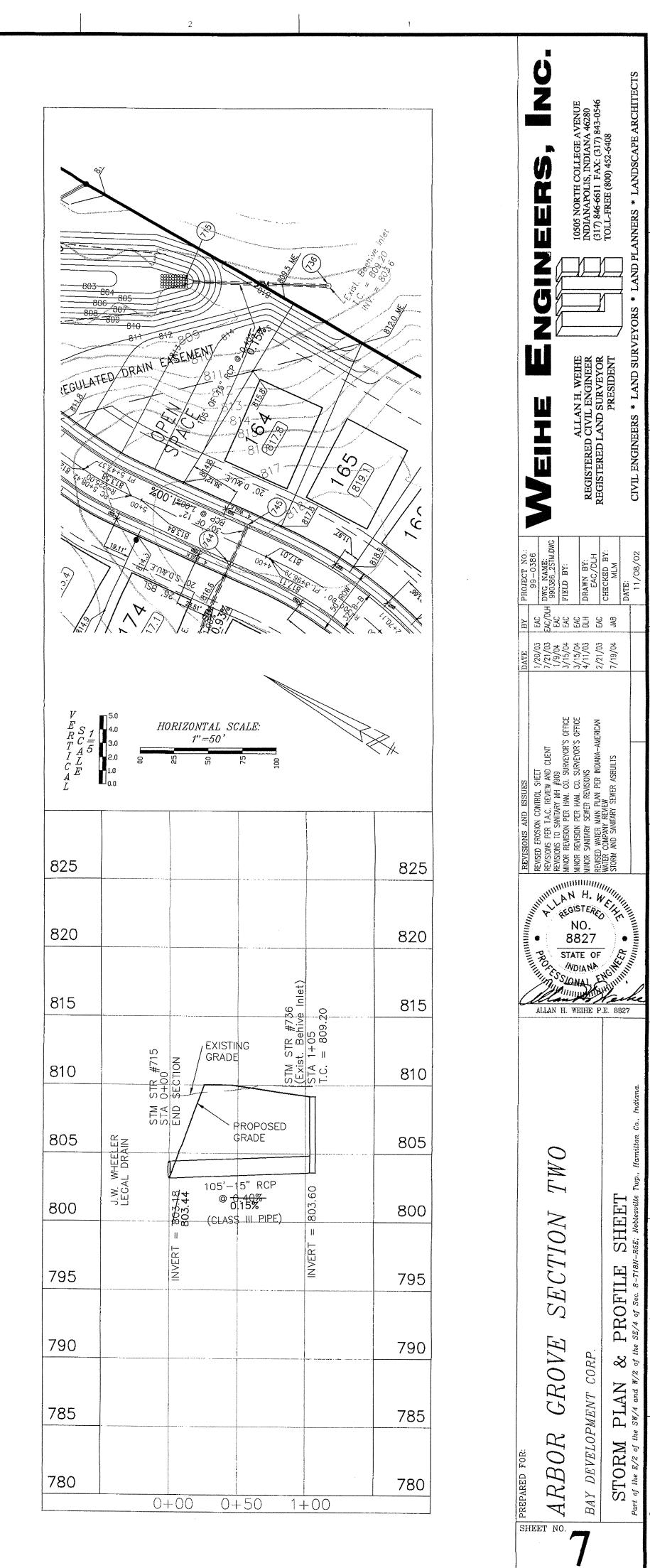
## **OPERATING AUTHORITIES:**

urveyor cre, Suite 146 0	City of Noblesville Wastewater Utility 197 Washington Street Noblesville IN 46060 (317) 776–6353	Hamilton County Highway 1700 South 10th Street Noblesville IN 46060 (317) 773–7770
iny Road O	Insight Cablevision 15229 Stony Creek Way Noblesville IN 46060 (317) 776–0660	CINERCY/PSI ENERGY 100 S. MILL CREEK NOBLESVILLE, IN 46060 (800) 521–2232
220	Indiana–American Water Company, Inc. 835 Wayne Street P.O. Box 1987 Noblesville IN 46060–1987 (317) 773–2497	Hamilton County Soil & W Conservation Service 1108 South 9th Street Noblesville IN 46060 (317) 773–1406



・シピ COMMON (729) AREA ·[r] SECTION ON 203 813.3 189 (808.4) 04.8 JPEN SPACE ¢OMMON= ARF 186 809.0 808.5185 184 810.4) 183 811.7 812.8 809.9 39' R.D.E. & S.D.&U.E. 20' R.D.E. & D.&U.E. EXISTING 804.0 SECTION ONE <u>(810.0</u> 811.0 BASIN LOCATION ASEMENT LAYLIGHT HORIZONTAL SCALE: 1"=50' 825 820 · · · GRANULAR BACKFILL 815 727 STR #7. 3+06 = 806.20 806.08 59 806.66 806.67 22 806. 806 806 810 SSTA SSTA SSTA SSTA C. STA S C. 25 C 2000 EXISTING GRADE STA T.C NICH STOR 805 STR # 0+00 SĘCTI( 205'+18" RCP STM STA END @ <u>1.00%</u> 1.10% PROPOSED GRADE 803.22 803.22 -21" RCP @ 7.00% (CLASS III PIPE)1.06% 800 161'-21" RCP 161'-21 (CLASS III PIPE) (CLASS WATER LINE -VERT 8.48 795 IN SS-30'T 47, LWATER LINE 790 - 8" SDR-35 INV. = 791.59 785 780 2+50 3+00 3+50 0+00 0+50 1+50 2+00 4+00 1+00 28 28 28 tere 10





PROJECT NO.

99-0386

3

10 9 (820.3) 168 171 820.9 (820.9) ULE MP  $\hat{\boldsymbol{\omega}}$ ≥N 169 m 170 (821.4) A 40' BS 40' BSL 20' D.&U.E. 20' D9&Û EA D' 818.5 VALK CESS ESMT 816.0 S.R. 238 or - 20' Assumed Holf R/W 12" pipe RECORD DE STORM SEWER AS STORM SEWER STRUC 7/19/04 HORIZONTAL SCALE: 1"*=*50' HT. 50 50 75 -----835 835 825 830 830 820 GRANULAR BACKFILL EXISTING GRADE 825 825 815 STM. STR. #7 STA 1+60 T.C.=819.43 STM. STR. #7 STA 0+00 END SECTION PROPOSED GRADE PROPOSED 820 820 810 #0 STR 0+0 -----. ..... STA STA END HEELER DRAIN 815 160'-12" RCP @ 0.50% 815 805 မ္မထ္လ CLASS III PIPE) φιά ΕΧΙSTING GRADE **81**00 J.W. LEG, \$ 35.2 804.00 804.06 11 (CLASS WATER MAIN-800 810 810 805 805 795 790 800 800 795 785 795 780 790 790 0+00 0+50 1+00 1+50 0+00 0+50 28, 799 2822

- 9

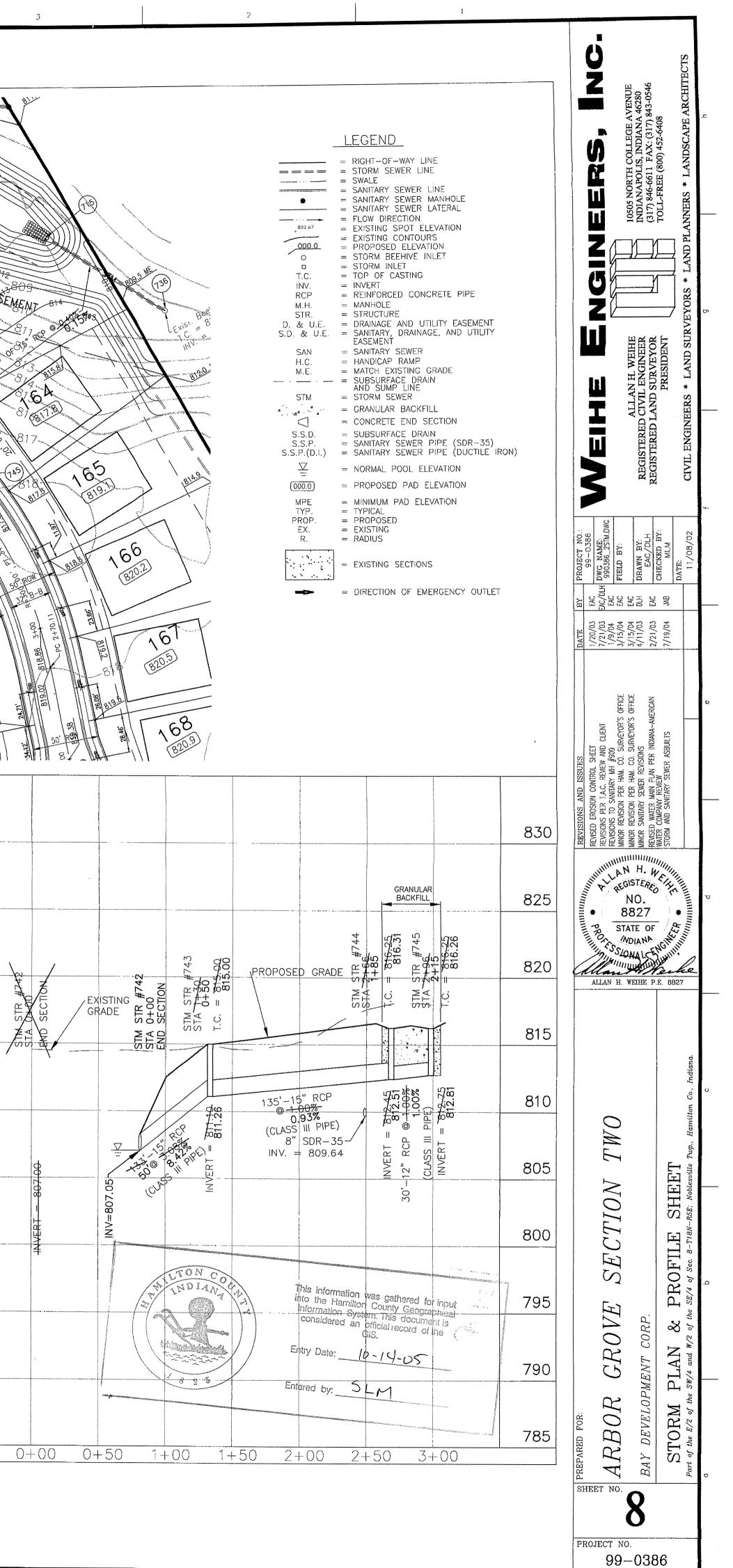
•

8

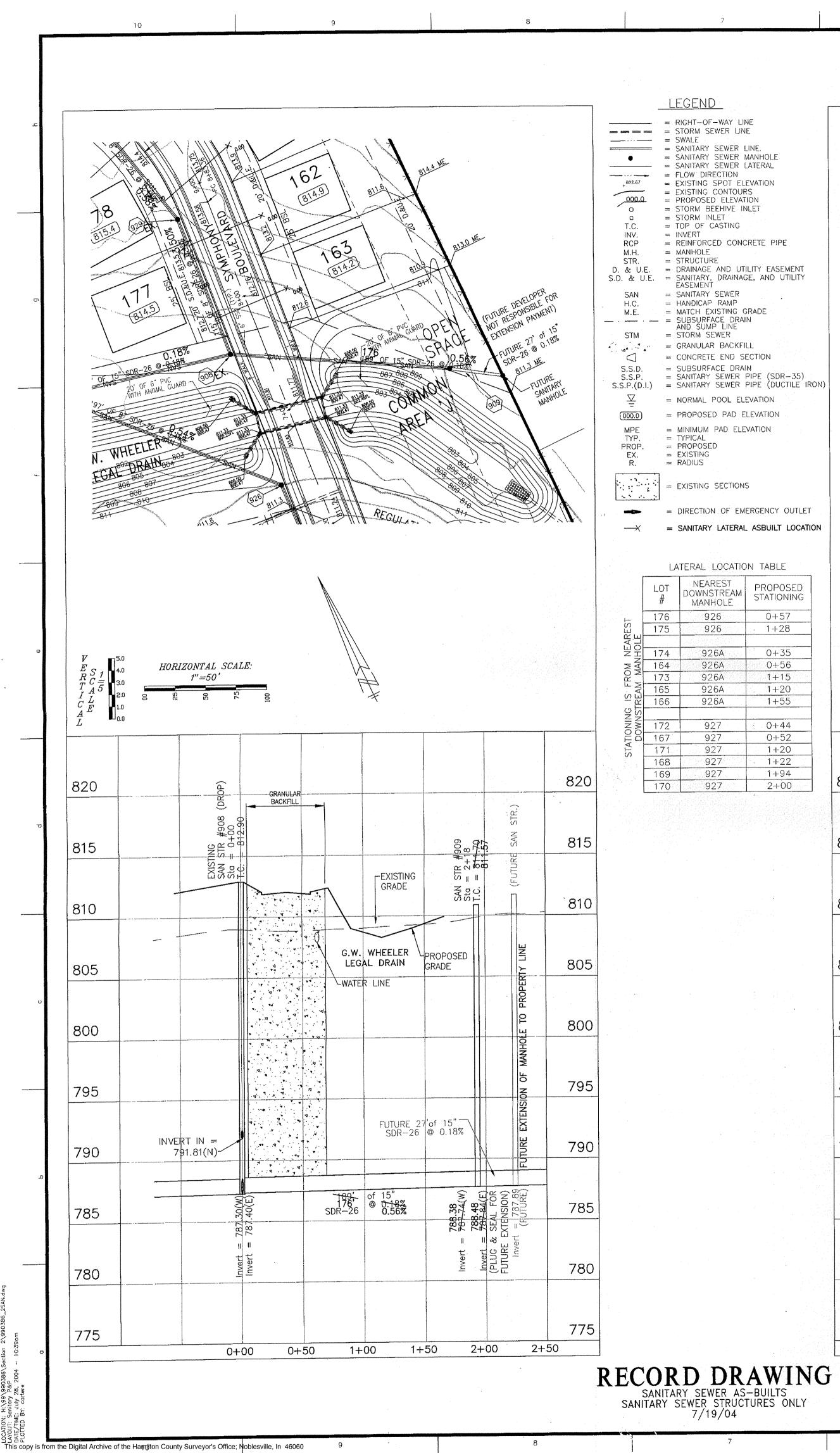
	AHLL'S S	SUS BUD BOD BOD BOD BOD BOD BOD BOD BOD BOD BOD		
HORIZONTAL SCALE: 3.0 $1''=50'$	B REGULATED DR	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	33 500 130 130 130 130 130 130 130 130 130 1	E (1 <sup>A1</sup> ) E (1 <sup>A1</sup> )
2.0 S K G K		OF 12 PCP (9 3 5 2 1 738) OF 12 PCP (9 3 5 2 1 738) 808.65 SPILLWAY 808.65 SPILLWAY 808.65 809 809 809 809 809 809 809 809	8 13.4 8 13.4 14 14 14 14 14 14 14 14 14 14 14 14 14	
		AXE ELEV #807.03 AXE ELEV #80.03 AXE E	815.A 8130 8130 8130	
	n an	500 - 00 500 -		817. RDF 8 80. RDF 8
RAWING S-BUILTS CTURES ONLY		OPEN SI	MON D' RCP BIBLING	215.0
			bo or ha	200
	825 825		GRANULAR	825 830
TRASH/DEBRIS GUARD TO BE INSTALLED AT POND OUTFALL PIPE (STM STR #738)	820 820		GRANULAR BACKFILL	820 825
R #738 CTION 38	815 815		STDE STR #740 STR STR #740 STR STR #740 STR STR #741 STR 1+89 STR 1+89 STR 1+89 STR 1+89 STR 1+89 STR 1+89 STR 1+69 STR 1+60 STR 1+60 STR 1+60 STR 1+60 STR 1+60 STR 1+60 STR 1+60 STR 50 STR	815 820
STM STR STA 0+90 END SECTION	810 810	PROPOSED GF 21 21 21 21 21 21 21 21 21 21		810 815
8000 	805 805	Z     Z    Z	() () () () () () () () () ()	805 810
	800 800		INVERT = 807.48 30'-12" RCP @ 0.302 (CLASS III PIPE) 1.002 INVERT = 807.62	800 805
	795 795	8" SD INV. =	<b>)</b>	795 800
	790 790			790 795
	785 785			785 790
1+00	780 780	0+00 0+50 1+0	0 1+50	780 785

· . . .

4



2



= SANITARY SEWER MANHOLE = SANITARY SEWER LATERAL = EXISTING SPOT ELEVATION = PROPOSED ELEVATION = STORM BEEHIVE INLET = REINFORCED CONCRETE PIPE = MATCH EXISTING GRADE

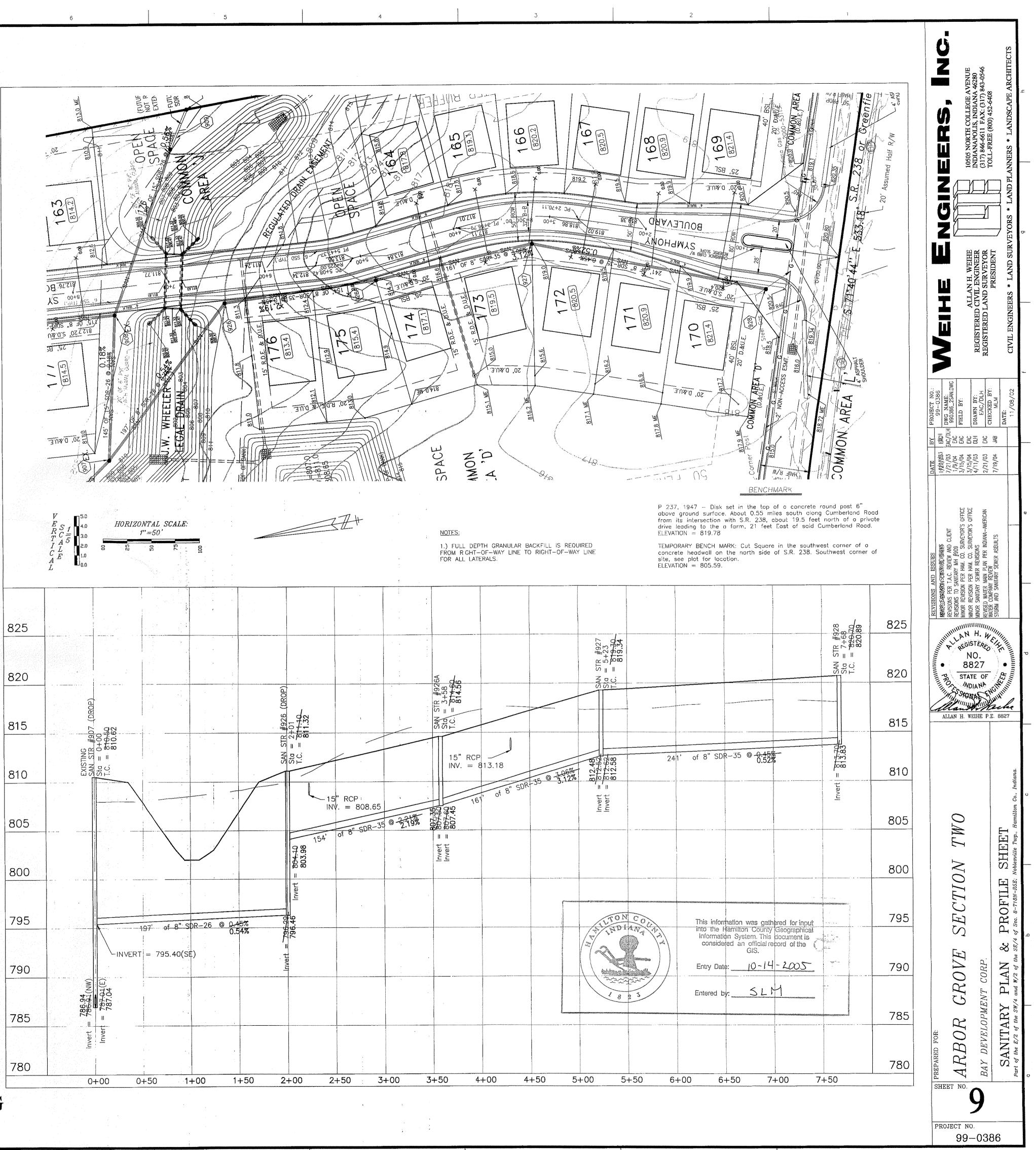
= CONCRETE END SECTION = SANITARY SEWER PIPE (SDR-35) S.S.P.(D.I.) = SANITARY SEWER PIPE (DUCTILE IRON) = NORMAL POOL ELEVATION = PROPOSED PAD ELEVATION

= EXISTING SECTIONS

= DIRECTION OF EMERGENCY OUTLET = SANITARY LATERAL ASBUILT LOCATION

LATERAL LOCATION TABLE

AREST NSTREAM NHOLE	PROPOSED STATIONING	
926	0+57	
926	1+28	
ere dita de la		
926A	0+35	
926A	0+56	
926A	1+15	
926A	1+20	
926A	1+55	
927	0+44	
927	0+52	
927	1+20	
927	1+22	
927	1+94	
927	2+00	1



1





Kenton C. Ward, CFM Surveyor of Hamilton County Phone (317) 776-8495 Tax (317) 776-9628

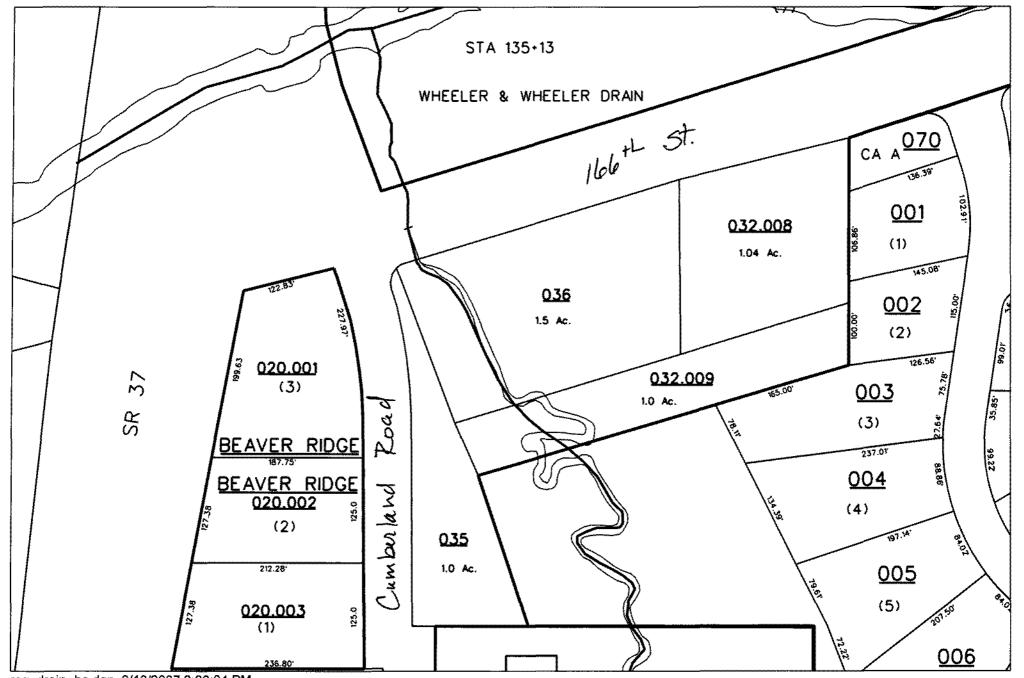
Suite 188 One Hamilton County Square Noblesville, Indiana 46060-2230

Map Correction-Field Verification

Drain Number: <b>†</b> 25	Drain Length:	5485				
Drain Name: Wheeler & Wheeler Ext.	Change + / - :	ーンロ				
Date: 6-13-07	New Length:	5268				
Verified By: SAB - 2005 ( WO. 2004 - 00203)						
Notes & Sketch: See WD-2004-00203 and attached Map. Joen						
ditch was straightened te	> remove	oxbows.				

A. Thill

Suzanne L. Mills GIS Specialist



reg\_drain\_hc.dgn\_6/13/2007 2:26:04 PM

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