

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

October 1, 2014

To: Hamilton County Drainage Board

Re: Williams Creek Drain - Hinshaw & Henley Arm, Harmony Section 1 Reconstruction

Attached is a petition and plans for the proposed reconstruction and relocation of the Williams Creek Drain, Hinshaw & Henley Arm. The construction and relocation is being proposed by Estridge Development Management, LLC/MREC EH Harmony Westfield, LLC. The proposal is to reconstruct and relocate a portion of the tile and install a large detention pond inline for the mixed use development called Harmony.

The reconstructed drain shall consist of those lengths of pipes between the following structures as shown on sheets C105 to C108 of the plans by Innovative Engineering & Consulting, Inc., dated April 22, 2014, and having job number 14102:

The new drain shall begin at the Structure 100, which is existing Str. 93 of the Centennial South Relocation, then continue to Str. 101, 102, 103, and 104, which is the outlet for pond 2. The drain then continues as an open ditch through pond 2, to Str. 106, and then to Str. 107, 108, 109, 110, 110A, 111, 112, 113, 114, 114A, and 115, which is the outlet for pond 4. Also included is the 85 feet of pipe connecting from Sta. 2+33 of the Hinshaw Henley Arm to Str. 107.

The new drain will consist of the following lengths:

36" RCP	450 ft.	42" RCP	885 ft.
48" RCP	896 ft.	Open Ditch	840 ft.
12" HDPE	85 ft.		

The total length of new drain shall be 3,156 feet. The 3,379 feet of the original drain between Sta. 2+33 and Sta. 16+25 on the main drain, Sta.0+00 to Sta. 16+00 of Arm 1, and 387 feet of open drain from the Centennial South Relocation shall be vacated. This proposal will remove 223 feet from the drains total length.

The detention ponds (Pond #2 and #4), in Common Area J and future Common Area Q, are not to be considered part of the regulated drain. Only the inlet and outlet will be maintained as part of the regulated drain. The maintenance of the ponds, such as mowing, aquatic vegetation control and sediment removal and erosion control along the banks will be the responsibility of the Home Owner Association. The Board will also retain jurisdiction for ensuring the storage volume for which the pond was designed will be retained. Thereby, allowing no fill or easement encroachments.

The cost of the reconstruction is to be paid by Estridge Development Management, LLC.

The parcels affected by the reconstruction and relocation are as follows:

<u>Parcel</u>	<u>Owner</u>
08-09-16-00-00-012.000	J R Farmer Harmony LLC
08-09-16-00-00-011.000	MREC EH Harmony Westfield LLC
08-09-16-00-00-010.002	MREC EH Harmony Westfield LLC
08-09-16-00-00-005.007	MREC EH Westfield Investments LLC
08-09-16-00-00-007.000	MREC EH Harmony Westfield LLC
08-09-16-00-00-009.004	Anna Fesenko
151 st Street ROW	City of Westfield
146 th /Ditch Road ROW	Hamilton County Highway Department

The petitioner has provided a Performance Bond as follows:

Bonding Company: Lexon Insurance Company
Bond Number: 1086992
Bond Date: May 28, 2014
Bond Amount: \$258,470.00

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 requests. The request will be for the reduction of the regulated drain easement to those easement widths as shown on the secondary plat for Harmony Section 1 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed reconstruction for November 24, 2014.

Sincerely,



Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA

FILED

JUL 17 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

IN RE: Harmony Sections 1 & 2)
Hamilton County, Indiana)

PETITION FOR RELOCATION AND RECONSTRUCTION


Estridge Development Management LLC (hereinafter Petitioner”),

hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a
Hinshaw & Henley Arm of
section of the Williams Regulated Drain Drain, and in support of

said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the Hinshaw & Henley Arm of Williams Regulated Drain Drain runs.
2. Petitioner plans to develop its real estate with roads, buildings, utilities, storm drains, sanitary sewers and other structures.
3. Petitioner’s proposed development of its real estate will require relocation and reconstruction of a portion of the Hinshaw & Henley Arm of Williams Regulated Drain Drain, as specifically shown on engineering plans and specifications filed with the Hamilton County Surveyor.
4. The work necessary for the proposed relocation and reconstruction will be undertaken at the sole expense of the Petitioner and such work will result in substantial improvement to the Hinshaw & Henley Arm Drain, without cost to other property owners on the watershed of the Williams Regulated Drain Drain.
5. Proposed relocation and reconstruction will not adversely affect other land owners within the drainage shed.
6. Petitioner requests approval of the proposed relocation and reconstruction under IC 36-9-27-52.5.

WHEREFORE, Petitioner requests that an Order issued from the Hamilton County Drainage Board authorizing relocation and reconstruction of the Hinshaw & Henley Arm of Williams Regulated Drain Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.



Signed
Roger Foster

Printed

FINDINGS AND ORDER

CONCERNING THE PARTIAL VACATION OF THE

**Williams Creek Drain, Hinshaw & Henley Arm,
Harmony Section 1 Reconstruction**

**Station 2+33 to Station 16+25 on Main Drain
Station 0+00 to Station 16+00 of Arm 1
387 Feet of Open Drain from Centennial South Relocation**

On this 24th day of November, 2014, the Hamilton County Drainage Board has held a hearing on the Maintenance Report and Schedule of Assessments of the *Williams Creek Drain, Hinshaw & Henley Arm, Harmony Section 1 Reconstruction; Station 2+33 to Station 16+25 on Main Drain, Station 0+00 to Station 16+00 of Arm 1; and 387 Feet of Open Drain from Centennial South Relocation.*

Evidence has been heard. Objections were presented and considered. The Board then adopted an order of action. The Board now finds that the costs of continued maintenance to the portion of the above drain exceed the benefits to the real estate benefited by the portion of the drain to be abandoned and issues this order vacating the above section of the *Williams Creek Drain, Hinshaw & Henley Arm, Harmony Section 1 Reconstruction; Station 2+33 to Station 16+25 on Main Drain, Station 0+00 to Station 16+00 of Arm 1; and 387 Feet of Open Drain from Centennial South Relocation.*

HAMILTON COUNTY DRAINAGE BOARD



President



Member



Member

Attest: 

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

BEFORE THE HAMILTON COUNTY
DRAINAGE BOARD
NOBLESVILLE, INDIANA

IN THE MATTER OF THE
RECONSTRUCTION OF THE
*Williams Creek Drain, Hinshaw & Henley Arm, Harmony Section 1
Reconstruction*

FINDINGS AND ORDER FOR RECONSTRUCTION

The matter of the proposed Reconstruction of the *Williams Creek Drain, Hinshaw & Henley Arm, Harmony Section 1 Reconstruction* came before the Hamilton County Drainage Board for hearing on *November 24, 2014*, on the Reconstruction Report consisting of the report and the Schedule of Damages and Assessments. The Board also received and considered the written objection of an owner of certain lands affected by the proposed Reconstruction, said owner being:

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

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

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

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

Wherefore, it is ORDERED, that the proposed Reconstruction of the *Williams Creek Drain, Hinshaw & Henley Arm, Harmony Section 1 Reconstruction* be and is hereby declared established.

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

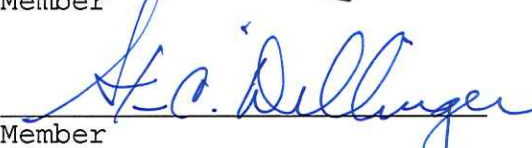
HAMILTON COUNTY DRAINAGE BOARD




PRESIDENT



Member



Member

ATTEST: 
Executive Secretary

June 5, 2014

Mr. Roger Foster
Estridge Development Management, LLC
12965 Old Meridian Street
Carmel, IN 46032

FILED
JUN 11 2014

OFFICE OF HAMILTON COUNTY SURVEYOR

RE: Harmony - Cost Estimate to Re-Construct the Hinshaw – Henley Legal Drain

Dear Roger,

Per your request below is a table representing a cost estimate to re-construct the Hinshaw-Henley Legal Drain as shown on the April 21, 2014 project construction plans:

Storm Run #115-#106

48" Pipe	lf	1411	\$75	\$105,825
48" end structures	ea	2	\$2,250	\$4,500
Large MH	ea	9	\$5,000	\$45,000
Tie into existing legal	ea	2	\$5,000	\$10,000
Remove existing legal	lf	530	\$32	\$16,960

Storm Run #105-#100

24" pipe	lf	30	\$44	\$1,320
24" end structure	ea	1	\$1,200	\$1,200
48" pipe	lf	849	\$85	\$72,175
Connect to existing	ea	1	\$1,500	\$1,500

TOTAL \$258,470

Please let me know if we can be of further assistance concerning this matter.



Jerry W. Kittle,
Director of Engineering





Bond No. 1086992

Performance Bond

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

HCD 8-2014-00026

CONTRACTOR:

MREC EH Harmony Westfield LLC
13860 Ballantyne Corporate Place, Suite 130
Charlotte, NC 28277

SURETY:

Lexon Insurance Company
10002 Shelbyville Road, Suite 100
Louisville, KY 40223

OWNER:

Hamilton County Board of Commissioners
One Hamilton County Square
Noblesville IN. 46060

CONSTRUCTION CONTRACT

Date: May 28, 2014

Amount: Two Hundred Fifty-Eight Thousand Four Hundred Seventy and 00/100 Dollars (\$258,470.00)

Description (Name and Location): Harmony Section 1 - Storm Sewer- Hinshaw-Henley Regulated Drain
(14800 Ditch Road, Westfield, IN 46074)

BOND

Date (Not earlier than Construction Contract Date): May 28, 2014

Amount: Three Hundred Ten Thousand One Hundred Sixty-Four and 00/100 Dollars (\$310,164.00)

Modifications to this Bond:

None See Page 3

CONTRACTOR AS PRINCIPAL

Company: MREC EH Harmony Westfield LLC

SURETY

Company: Lexon Insurance Company

Signature: *Bryan P. Stumpf*

Name and Title: Bryan P. Stumpf
Designated Officer

(Any additional signature appear on page 3)

Signature: *Dawson West*

Name and Title: Dawson West, Attorney-in-Fact

(FOR INFORMATION ONLY- Name, Address and Telephone)

AGENT or BROKER:

Smith Manus
2307 River Road, Suite 200
Louisville, KY 40206

(502) 636-9191

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

Innovative Engineering & Consulting, Inc.
755 W. Carmel Drive, Suite 207
Carmel, IN 46032

FILED

JUN 26 2014



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, 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 for 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 therefore to the Owner; or

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

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 and 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 responsibility 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 of 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 of 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 sub-contractors, 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 limitations available to sureties as a defense in the jurisdiction shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown of 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 requirements 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 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 of 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:

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

{Space is provided below for additional signature of added parties, other than those appearing on the cover page.}

CONTRACTOR AS PRINCIPAL:
Company:

SURETY:
Company:

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, *****

Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Sheryon Quinn, Dawson West, Bonnie J. Wortham

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$4,000,000.00 Four Million ***** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

BY
Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 28th Day of May, 20 14.



BY
Andrew Smith
Assistant Secretary

“WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF

*Williams Creek Drain, Hinshaw & Henley Arm
Harmony Section 1 Reconstruction*

NOTICE

To Whom It May Concern and: _____

Notice is hereby given of the hearing of the Hamilton County Drainage Board concerning the reconstruction of the **Williams Creek Drain, Hinshaw & Henley Arm, Harmony Section 1 Reconstruction** on **November 24, 2014 at 9:30 A.M.** in Commissioners Court, Hamilton County Judicial Center, One Hamilton County Square, Noblesville, Indiana. Construction and maintenance reports of the Surveyor and the Schedule of Assessments proposed by the Drainage Board have been filed and are available for public inspection in the office of the Hamilton County Surveyor.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

ONE TIME ONLY

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

**IN THE MATTER OF Williams Creek Drainage Area, Hinshaw &
Henley Arm, Harmony Section 1 Reconstruction**

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting **November 24, 2014** adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

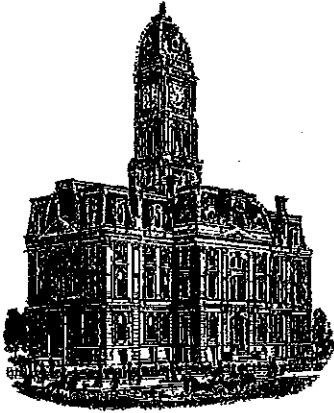
The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

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

HAMILTON COUNTY DRAINAGE BOARD

BY: Mark Heirbrandt
PRESIDENT

ATTEST: Lynette Mosbaugh
SECRETARY



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

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

To: Hamilton County Drainage Board

June 23, 2016

Re: Williams Creek Drain: Hinshaw & Henley – Harmony Sec. 1 Reconstruction

Attached are as-built, certificate of completion & compliance, and other information for Harmony Sec. 1 Reconstruction. 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 October 1, 2014. The report was approved by the Board at the hearing held November 24, 2014. (See Drainage Board Minutes Book 16, Pages 27-29)

The changes are as follows:

The 12" HDPE was shortened from 85 feet to 82 feet. The 36" RCP was lengthened from 450 feet to 451 feet. The 42" RCP was shortened from 885 feet to 881 feet. The 48" RCP was lengthened from 896 feet to 899 feet. The open ditch was lengthened from 840 feet to 860 feet. The length of the drain due to the changes described above is now **3,173 feet**.

It should be noted the original Hinshaw & Henley tile was removed from Sta. 2+33 to Stat 16+25, Sta. 0 to 16+00 of Arm 1 and 387 feet of open ditch installed with the Centennial South Relocation. Thus, there was 3,379 feet of drain removed. Overall, this project removed 206 feet from the drain's length.

The non-enforcement was approved by the Board at its meeting on November 24, 2014 and May 11, 2015. The documents were recorded under instrument #'s 2014053421 and 2015022320.

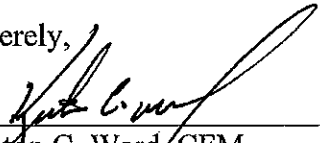
The following sureties were guaranteed by Lexon Insurance Company and released by the Board on its June 13, 2016 meeting.

Bond-LC No: 1086992
Amount: \$258,470.00

For: Storm Sewers & SSD
Issue Date: May 28, 2014

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

Sincerely,



Kenton C. Ward, CFM
Hamilton County Surveyor

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Harmony Section One

I hereby certify that:

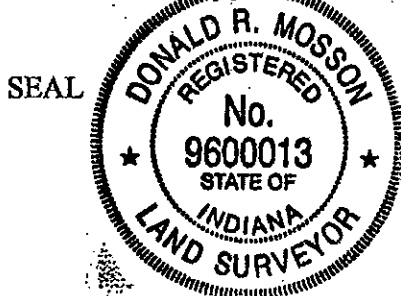
1. I am a Registered Land Surveyor ~~or Engineer~~ in the State of Indiana.
2. I am familiar with the plans and specifications for the above referenced subdivision.
3. ~~I have personally observed and supervised the completion of the drainage facilities for the above referenced subdivision~~
4. The drainage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

Signature: Donald R. Mosson Date: 04/26/2016

Type or Print Name: Donald R. Mosson

Business Address: 23-B N. Green St.
Brownsburg, IN 46112

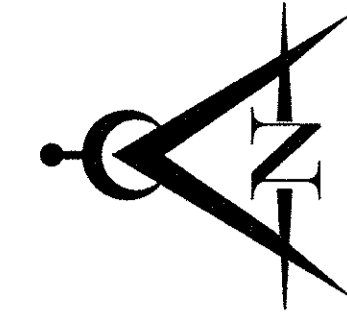
Telephone Number: 317-858-8662



INDIANA REGISTRATION NUMBER

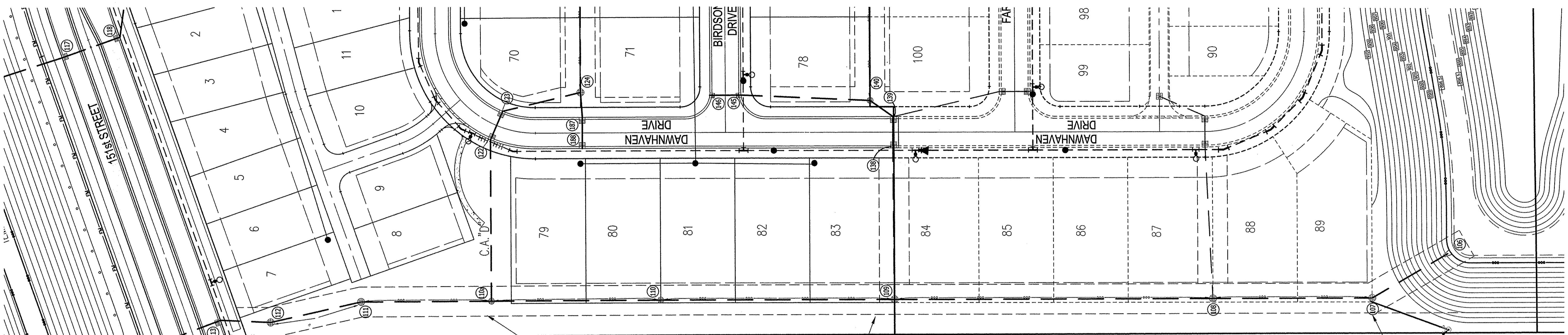
9600013

- NOTE:
- PIPE LENGTHS INCLUDE FLARED END SECTIONS
 - ALL STORM SEWER CASTINGS TO HAVE CLEAN WATER MESSAGE "DUMP NO WASTE DRAINS TO WATER WAY" AND "TROUT SYMBOL".
 - STORM SEWER CASTINGS MAY BE REPLACE WITH ENGINEER APPROVED EQUAL.
 - ALL STORM SEWER TO BE INSTALLED PER WESTFIELD STORMWATER TECHNICAL STANDARDS.
 - STRUCTURES DEEPER THAN 4' MUST BE ACCESSIBLE WITH STEPS.
 - ALL STORM SEWERS, INCLUDING SSD, SHALL BE CLEANED AND TELEVIEWED AFTER ALL UNDERGROUND UTILITIES ARE INSTALLED. THIS INCLUDES, BUT IS NOT LIMITED TO GAS, CABLE, AND POWER.
 - ALL BEEHIVE CASTINGS ON A 2' X 2' BOX SHALL HAVE A SQUARE RISER WITH A ROUND HOLE.



765 W. Camel Drive
Suite 201
Carmel, IN 46032
317-866-4238
1-800-866-6322
Fax: 317-874-4238

Innovative
Engineering &
Consulting, Inc.



APPROXIMATE LOCATION OF ARM 1 OF HINSHAW-HARMIN LEGAL DRAIN TILE TO BE REMOVED. SEE DEMOLITION PLAN, SHEETS C101 AND C102. CONNECT ANY FIELD TILES FROM THE WEST TO THE NEAREST STORM STRUCTURE.

CERTIFICATION FOR "RECORD DRAWING"

CERTIFIED BY: *G. Evan Nelms, P.E.*
G. Evan Nelms, P.E.

Innovative
Engineering &
Consulting, Inc.

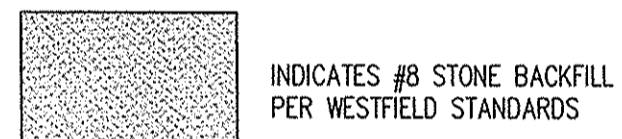
3901 Parry Boulevard
Whitestown, IN 46075
Ph. 317-769-2916
Fax: 317-769-3980

STATE OF INDIANA
REGISTERED PROFESSIONAL ENGINEER
No. 11400535

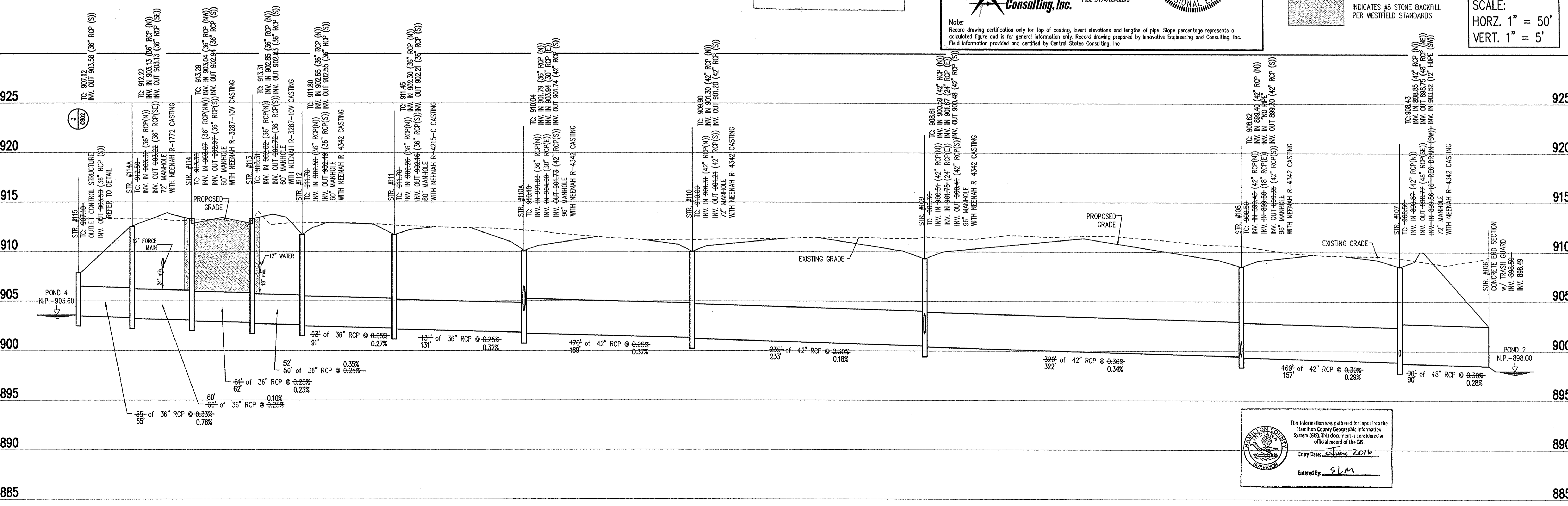
Entry Date: June 2016
Entered By: SLM

Note:
Record drawing certification only for top of casting, invert elevations and lengths of pipe. Slope percentage represents a calculated figure and is for general information only. Record drawing prepared by Innovative Engineering and Consulting, Inc. Field information provided and certified by Central States Consulting, Inc.

APPROXIMATE LOCATION OF HINSHAW-HARMIN LEGAL DRAIN TILE. 82 LF OF 12" HDPE @ 1.22% SLOPE



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



This information was gathered for input into the Hamilton County Geographic Information System (GIS). This document is considered an official record of the GIS.

Entry Date: June 2016
Entered By: SLM

REVISIONS:

PREPARED FOR:
Estridge
Estridge Development Management, LLC
12965 Old Meridian Street
Carmel, IN 46032
317-669-6209

Harmony Section One
Single Family Subdivision
Westfield, Indiana
As-Built Storm Sewer Plan and Profile

DATE: 04/26/16
DRAWN BY:
ISSUED: SLM
CHECKED BY:
JOB NUMBER:
14102
SHEET #
C601

