

Drain: WINDYBARKER DRAIN **Drain #:** 218
Improvement/Arm: WINDYBARKER POINT-SECTION 1
Operator: JOH **Date:** 6-25-04
Drain Classification: Urban/Rural **Year Installed:** 2001

GIS Drain Input Checklist

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

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

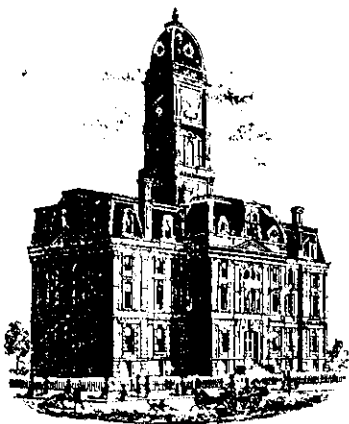
Drain-Improvement: WINDJAMMER DRAIN - WINDYMARK POINTE - SECTION 4

Drain Type:	Size:	Length <small>SURVEYOR'S REPORT</small>	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
RCP	12"	30'	30'	Ø		
	15"	104'	104'	Ø		
OPEN DITCH		400'	400'	Ø		

Sum: 534' 534' Ø

Final Report: _____

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*

To: Hamilton County Drainage Board

January 23, 2001

Re: Windermere Pointe Arm, Windjammer Drain

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment rolls for the Windermere Pointe Arm of the Windjammer 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:

12" RCP	³⁰ 701 ft	Open Ditch	400 ft
15" RCP	111 ft		

The total length of the drain will be 541 feet.

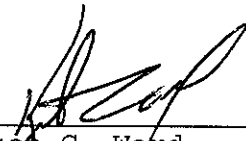
The subsurface drains (SSD) are not to be part of the regulated drain. The open ditch listed above enters Windjammer between Lots 12 and 13.

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 \$30.00 per lot, \$30.00 for roadways, with a \$30.00 minimum. With this assessment the total annual assessment for this drain/this section will be \$750.00.

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 request. This request is for the reduction of the regulated drain easement to those widths as shown on the secondary plat for Windermere Pointe, Section 4 as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for September 25, 2000.



Kenton C. Ward
Hamilton County Surveyor

KCW/kkw

- United States Fidelity and Guaranty Company
- Fidelity and Guaranty Insurance Company
- Fidelity and Guaranty Insurance Underwriters, Inc.



AIA Document A312

ATTEST: _____
HAMILTON COUNTY AUDITOR

Performance Bond

Bond No. 400SE0185

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

CONTRACTOR (Name and Address):

Windermere Partners
 9339 Priority Way W. Dr., Suite 100
 Indianapolis, IN 46240

SURETY (Name and Principal Place of Business):

Fidelity and Guaranty Insurance Company
 9001 Wesleyan Road, Suite 101
 Indianapolis, IN 46268-1176

OWNER (Name and Address):

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

**BOARD OF COMMISSIONERS
 OF THE COUNTY OF HAMILTON**

CONSTRUCTION CONTRACT

DATE _____

Date: January 8, 2001

Amount: Seven Thousand Five Hundred Eleven And 20/100 Dollars (\$7,511.20)

Description (Name and Location): Storm Sewer Improvements, Including RCP, Rip Rap, Rock Check Dams, Subsurface Drains and Erosion Control to the Proposed Arm of the Windjammer Regulated Drain in Windermere Point, Section 4, Fishers, Indiana

BOND

Date (Not earlier than Construction Contract Date): January 8, 2001

Amount: Seven Thousand Five Hundred Eleven And 20/100 Dollars (\$7,511.20)

Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
 Windermere Partners

SURETY

Company: (Corporate Seal)
 Fidelity and Guaranty Insurance Company

Signature:
 Name and Title: Douglas B. Wagner, Vice President

Signature:
 Name and Title: Linda L. Holcomb, Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Herke Insurance Center
 P. O. Box 40309
 Indianapolis, IN 46240
 317-251-7100

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

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

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

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

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be

prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds, executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

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

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

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

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and

resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation 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 herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the 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 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:

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 20136

Certificate No. 550902

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip R. Peterson, Daniel T. Touw, Stuart Peterson, Donald C. Arbogast Jr., Linda L. Holcomb and Liana M. Shelton

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 1st day of December, 1999.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

John F. Phinney
JOHN F. PHINNEY, Vice President

Thomas E. Huibregtse
THOMAS E. HUIBREGTSE, Assistant Secretary



State of Maryland
City of Baltimore

On this 1st day of December, 1999, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

Windermere Pointe, Sec. 4
CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re:

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.

Signature: Darren T. Pittman Date: April 23, 2002

Type or Print Name: Darren T. Pittman, P.E.

Business Address: Falcon Engineering, Inc.

8906 E. 96th St., Box 281, Fishers, IN 46038

Telephone Number: 317-841-3141

SEAL

INDIANA REGISTRATION NUMBER

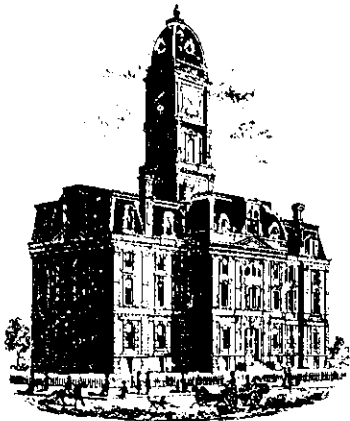
PE10000128



FILED

APR 25 2002

CITY OF HAMILTON COUNTY SURVEYOR



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

To: Hamilton County Drainage Board

August 12, 2003

Re: Windjammer Drain: Windemere Pointe Arm

Attached are as-builts, certificate of completion & compliance, and other information for Windemere Pointe Sec. 4. 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 23, 2001. The report was approved by the Board at the hearing held February 26, 2001. (See Drainage Board Minutes Book 5, Pages 568-569) The changes are as follows: 15" RCP was reported at 111 feet. The new footage is 104 feet.

The length of the drain due to the changes described above is now **534 feet**.

The non-enforcement was approved by the Board at its meeting on February 26, 2001 and recorded under instrument # 200100069282.

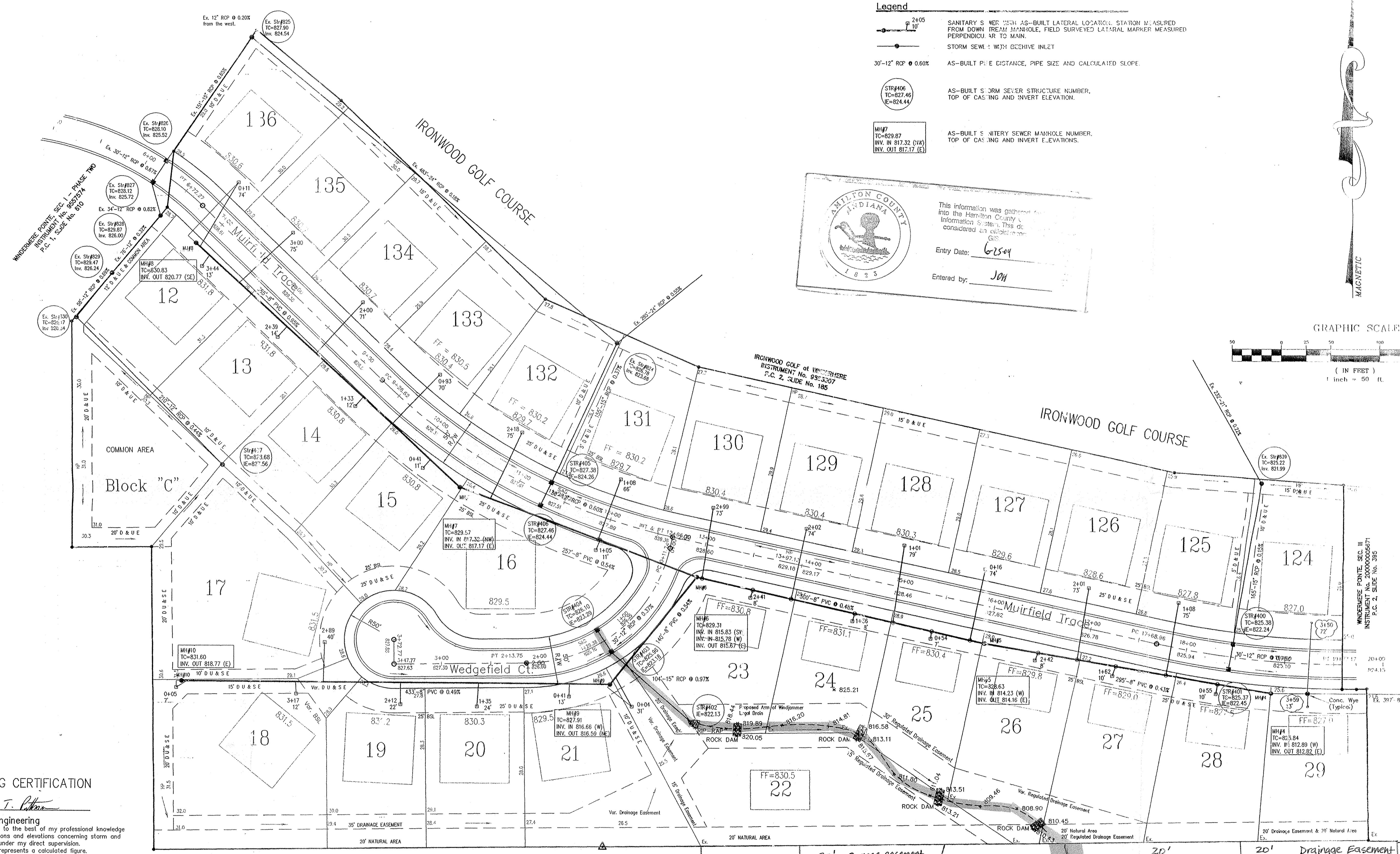
The bond or letter of credit from Fidelity and Guaranty Insurance Co., number 400se0185; in the amount of \$7511.20; was released September 23, 2002.

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

Sincerely,

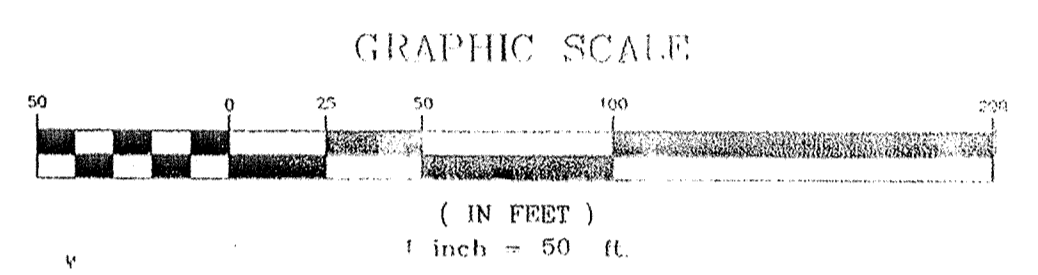
Kenton C. Ward,
Hamilton County Surveyor

KCW/slm



- Legend**
- 2405
10' SANITARY SEWER AS-BUILT LATERAL LOCATED FROM DOWN TREM HOLE, FIELD SURVEYED LATERAL MARKER MEASURED PERPENDICULAR TO MAIN.
 - 30'-12" RCP @ 0.60% STORM SEWER WITH EXISTING INLET
 - AS-BUILT PIPE DISTANCE, PIPE SIZE AND CALCULATED SLOPE.
 - STR#406
TC=827.46
E=824.44 AS-BUILT STRUCTURE NUMBER, TOP OF CASING AND INVERT ELEVATION.
 - MH#7
TC=829.87
INV. IN 817.32 (W)
INV. OUT 817.17 (E) AS-BUILT SANITARY SEWER MANHOLE NUMBER, TOP OF CASING AND INVERT ELEVATIONS.

AMITON COUNTY INDIANA
 This information was gathered into the Hamilton County Information System. This document is considered an official GIS.
 Entry Date: 6-15-04
 Entered by: JAH



RECORD DRAWING CERTIFICATION

Certified By: *Dennis T. Patton*
 Representing Falcon Engineering
 I, the above signed, certify that to the best of my professional knowledge and belief the locations and elevations concerning storm and sanitary sewers was performed under my direct supervision.
 NOTE: Slope percentage shown represents a calculated figure.



April 23, 2002

Local Benchmark:
 A square cut in the sidewalk, at the southeast corner of the north column on the north side of Treyburn Drive along the west side of Windermere Blvd.
 Elev. = 828.13 (NGVD 1929)

Benchmark:
 US&GS 347
 A standard disk, Z 237 1947 at the Hamilton County Line and Mud Creek Road, set in the SW corner intersection of 96th Street & Mud Creek Road, 41' South of the centerline of 96th Street, 20' West of the centerline of Mud Creek Road, 21' South of a fence corner post, 1' East of a fence line.
 Elev. = 828.827 (NGVD 1929)

No.	Date	Revision
1	4/23/02	ADD LEGAL DRAIN AS-BUILT INFO.

Construction Record Drawing
 Windermere Pointe - Section 4
 Town of Fishers, Fall Creek Township, Hamilton County, Indiana
 Design By: ABE/DTP
 Drawn By: DTP
 Checked By: _____
 Approved By: _____

falcon
 ENGINEERING, INC.
 8906 E. 96th Street, Suite 281, Fishers, IN 46038
 Phone: (317) 841-3141 Fax: (317) 841-9951

Date: May, 2001
 Job No.: 00-
 Scale: 1" = 50'
 Sheet No.: 1 of 1