



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Suite 146

776-8495

One Hamilton County Square

Noblesville, Indiana 46060-2230

April 26, 1994

To: Hamilton County Drainage Board

Re: J.M. Endicott Drainage Area

Attached are plans, specifications, drain map, drainage shed map and the schedule of assessments for the J.M. Endicott Drain. Included with the above mentioned items is a petition to the Board filed in 1993 requesting advancement on the reconstruction classification list. This petition represents 53% of the total land area of the drainage shed. The drain was originally requested to be classified by Franklin Rockey on May 2, 1968. This drain was listed as number 4 on the 1993 classification list for reconstruction and is listed on the proposed 1994 classification list as number 3.

The drain and drainage sheds cover land in Adams Township, Hamilton County and Jefferson Township, Tipton County. Mr. Brad Rayl, Tipton County Surveyor has reviewed and agrees with the proposal presented herewith. His office has forwarded the drainage shed information for Tipton County which is included with this report. On December 16, 1993, the Tipton County Drainage Board waived their rights to a Joint Board as allowed under IC 36-9-27-14.

This drainage area will include not only the J.M. Endicott Drain but also the R.T. Ogle & S.A. Hershman Drain and the John W. McGuire Drain. These drains will be combined in a drainage area for purposes of the reconstruction and future maintenance.

The John W. McGuire Drain was constructed through the Tipton County Circuit Court and consists of 2180 feet of tile drain. Of its length, approximately 900' lies within Hamilton County along with 9.92 acres of drainage shed. Tipton County has 13.64 acres of the total 13.64 acres of drainage shed. IN 1981 Tipton waived its rights to a Joint Board and the Hamilton County Drainage Board placed the drain on maintenance at a rate of \$5.00 per acres with a \$5.00 minimum which brings in \$218.56 annually. A total of 3 work orders have been sent out to the Drainage Board Contractor for this drain since it was placed on maintenance. The fund balance is presently \$1849.21 in the red. This figure does not include the collections for 1994.

The R.T. Ogle Drain was constructed in 1887 through the Hamilton County Commissioners. The drain consists of 53.76 feet of tile drain and 878 feet of open ditch for a total length of 62.54 feet constructed at a cost of \$4902.66.

The S.A. Hershman Drain was originally constructed as the Lee and Foland Drain in 1883 through the Hamilton County Circuit Court. It consisted of 7800 feet of open ditch constructed at a cost of \$834.50. The drain was tiled in 1900 through the Hamilton County Commissioners. This consisted of a main ditch of 52.55 feet of tile, and 1510 feet of open ditch; Arm 1, 340 feet of tile and Arm 2, 273 feet of tile for a total length of 7378 feet constructed at a cost of \$1013.79. Since approximately 375 feet of the Ogle-Hershman Drain descriptions are the same, the total length of the combined drains is approximately 13,257 feet.

In January 1973 the Hamilton County Drainage Board placed both drains on maintenance at \$1.00 per acre, \$3.00 minimum. In 1977 the open ditch was cleaned out and the headwall for the Ogle Drain replaced at a cost of \$4304.16. The cost per acre for the reconstruction was \$9.60. The present maintenance assessment for these drains is \$1.00 per acre with a \$5.00 minimum. The fund collects \$416.00 per year and currently has a balance of \$1,168.36 which does not reflect collections for 1994 nor any work orders which may be forthcoming for payment.

The Endicott Drain has two main problem areas. The outlet section is eroding due to the steep grade into Prairie Creek and the upper section is silted in. Pondered water has covered the legal drain tile outlets. Two crossings are inadequately sized. Tile pipes and structures to control gully erosions are needed. Some clearing and debris removal are also needed.

In order to solve the above problems the channel needs to be cleared and dredged as shown on the profile. The outlet end will be protected with riprap toe wall structures, and with armored, resloped and reseeded channel banks. Surface water pipes make up the majority at the erosion control structures. A few larger structures are needed to control big watersheds. The crossing under the county line road should be a foot lower. The current profile works but whenever the culvert is replaced it should be lowered. All private farm crossing that is being used needs to be doubled to have adequate capacity. The other farm crossing is not being used and is undersized and this should be removed. Silt basins have been recommended to limit construction damage. Seeding exposed banks will occur daily.

The attached plans reflect the above mentioned solutions. These plans were prepared by the Hamilton County SWCD and are incorporated into this report. The cost estimate for the work is as follows:

Dredging		
Removing obstructions, 2000ft. @ \$1.00/ft		\$ 2,000.00
Dip out bottom, 7050ft. @ \$2.00/ft		14,100.00
Reslope both banks, 1400ft. @ \$2.50/ft		3,500.00
Reconstruct 2400ft. @ \$4.50/ft.		10,800.00
Clearing, 4 ac. @ \$2000/ac.		8,000.00
Silt Basins, 8 @ \$270/ea.		2,160.00
Lower Farm Crossing @ Sta. 101		1,000.00
Remove Farm Crossing @ Sta. 102		500.00
Upgrade Farm Crossing @ Sta. 102		
Labor & Materials		1,000.00
58"x39"x30' squash pipe @ \$75.00/ft.		2,250.00
Armor corners 220 ton riprap @ \$25/ton installed		5,500.00
Extra riprap installed 40 ton @ \$25/ton		1,000.00
Riprap toewalls 3 @ \$500/ea.		1,500.00
Seeding 6.5 ac. @ \$1000/ac.		6,500.00
Install tile pipes with animal guards.		
6" CMP, 12 @ \$150/ea.		1,800.00
8" CMP, 6 @ \$175/ea.		1,050.00
10" CMP, 2 @ \$225/ea.		450.00
12" CMP, 2 @ \$235/ea.		470.00
15" CMP, 1 @ \$250/ea.		250.00
Erosion control structures installed.		
# 1 Wood toewall drop spillway		4,000.00
# 2 Surface water pipe (SWP) 12in.x40ft.		700.00
# 3 Rocklined chute		2,500.00
# 4 SWP 12in.x40ft.		700.00
# 5 SWP 15in.x50ft.		900.00
# 6 Pipe Drop		1,500.00
# 7 SWP 15in.x30ft.		750.00
# 8 SWP 12in.x30ft.		600.00
# 9 SWP 12in.x30ft.		600.00
#10 SWP 15in.x30ft.		750.00
#11 Rocklined chute		2,500.00
#12 SWP 12in.x30ft.		600.00
	Sub-Total	<u>\$79,930.00</u>
	10% Contingencies	<u>7,993.00</u>
	Total	<u>\$87,923.00</u>

The drainage shed for this drain consists of 1252.91 acres in Hamilton County and 624.51 acres in Tipton County for a total of 1877.42 acres. I have reviewed the

drainage shed for the proposed reconstruction and upon considering each parcel individually, I believe that each parcel will have equal benefits as provided by the drain. I recommend the Board assess each tract \$42.01 per acre with a minimum assessment of \$200.00 per tract.

The proposed reconstruction will not create new portions of regulated drain. Therefore, no additional regulated drain easement will be created.

Upon review of the proposed project I do not believe any damages will result to landowners by this project. Therefore, damages for each tract shall be set at \$0.00.

Not shown on the plans but shall be considered part of the reconstruction project is the placement of 20' Filter Strips along both sides of the drain. These shall be installed by the contractor as part of the leveling and seeding of the spoil. These shall be maintained annually as part of the maintenance program as per IC 6-1.1-6.7.

I recommend the Board place the J.M. Endicott Drainage Area on a maintenance program as set out in IC 36-9-27-38. This will include maintenance in both Tipton and Hamilton Counties for the J.M. Endicott Drain, R.T. Ogle and S.H. Hershman Drain, and the John W. McGuire Drain.

The nature of maintenance work which may be required is as follows:

- A. Removal and/or prevention of brush within the drainage easement;
- B. Re-excavation of open ditch to original grade line;
- C. Installation and/or repair of surface water structures as might be required;
- D. Bank erosion protection and/or seeding as might be required;
- E. Repair of private tile outlet ends as might be required;
- F. Repair of regulated tile outlet at drain ends;
- G. Replacement of broken tile on the regulated drain;
- H. Cleaning and/or repair of existing catch basins as might be required;
- I. Installation of catch basins or inlets as may be required;
- J. Installation and/or repair of breather pipes;
- K. Removal of debris and/or blockages from the existing tile drain;
- L. Removal of debris and/or blockages from the existing open drain;
- M. Maintain grass filter strips;
- N. Any other repairs necessary to restore the drain to its original intended condition and use.

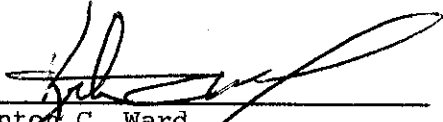
The frequency with which maintenance work should be performed is annually as required by the condition of the drain.

I have reviewed the plans and drainage shed and believe that the drain will benefit each tract equally for the purpose of maintenance. Therefore, I recommend each tract be assessed for maintenance equally at a rate of \$2.50 per acre with a minimum assessment set at \$15.00 per tract. The annual maintenance collection will be \$5,420.28

The cost of the maintenance of the John W. McGuire will be borne by the J.M. Endicott Drainage Area in the future. However, in order to pay off the debt now accumulated, the collections for the J.W. McGuire should continue until the funds balance is zero (0). At that time the collections should be stopped. Any overage or balance in the fund after that time should be depleted by payment of work on the McGuire at which time the cost of work will once again be paid through the J.M. Endicott Drain Fund.

The cost of the maintenance of the R.T. Ogle & S.A. Hershman Drain shall be paid from the fund now established for those drains until the fund is depleted. At that time the cost of work should be paid from the fund established for the J.M. Endicott Drainage Area. The collections for the Ogle-Hershman Drain should be discontinued starting in 1995.

I recommend that the Board set a hearing for this proposed reconstruction and maintenance project for June 1994.


Kenton C. Ward,
Hamilton County Surveyor



CSB1301034

Cumberland Surety Insurance Company, Inc.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we J. P. TINSMAN DBA J. P. TINSMAN TRUCKING & EXCAVATING, 104 S. MAIN STREET, FARMLAND,

INDIANA 47340 as Principal, (hereinafter called Principal) and CUMBERLAND INSURANCE COMPANY, a Kentucky corporation, with principal offices in Lexington, Kentucky as Surety, (hereinafter called Surety, are held and firmly bound unto HAMILTON COUNTY DRAINAGE BOARD, 1 HAMILTON COUNTY SQUARE, NOBLESVILLE,

INDIANA 46060-2230, as Obligee, (hereinafter called Obligee) in the amount of EIGHTY FIVE THOUSAND THIRTY AND 04/100

_____ Dollars (\$ 85,030.04). for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly these presents.

WHEREAS, the Principal did on the 24TH day of AUGUST 19 94, enter into a written contract with said Obligee for RECONSTRUCTION OF M. ENDICOTT DRAIN, ADAMS TOWNSHIP HAMILTON & TIPTON COUNTY

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to (a) faithfully perform said contract and (b) pay all just claims for labor and material furnished in the completion of said Contract by persons, firms or corporations having direct contracts with the Principal, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is executed and accepted subject to the following conditions:

- (1) That the Obligee shall faithfully and punctually perform all the terms and conditions of said Contract to be performed by the Obligee.
- (2) That the Obligee shall notify the Surety by registered letter, address and mailed to it at its Home Office, of any breach of said Contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.
- (3) All suits at law or proceedings in equity to recover on this bond must be instituted within six months after the completion of said contract, and in any event within twelve months from the date fixed in said contract for its completion.

SIGNED, SEALED AND DATED this 25TH day of AUGUST 19 94

J. P. TINSMAN DBA J. P. TINSMAN TRUCKING & EXCAVATING (Seal)

Principal

CUMBERLAND SURETY INSURANCE COMPANY, INC.

By: A. T. Abel Surety
A. T. ABEL Attorney-in-fact

FILED

SEP 7 1994

HAMILTON COUNTY DRAINAGE BOARD

SECRETARY

Cumberland Surety Insurance Company, Inc.

Lexington, Kentucky

CSBL301034

POWER OF ATTORNEY

KNOW ALL OF THESE PRESENTS, the CUMBERLAND SURETY INSURANCE COMPANY a Kentucky Corporation, having its principal office in the City of Lexington, County of Fayette, State of Kentucky, does hereby make, constitute and appoint:

J.R. Morford and/or A.T. Abel of Indianapolis, Indiana

its true and lawful Attorney(s)-in-fact in their separate capacity if more than one is named above to make, execute, sign, seal and deliver for and on its behalf as surety and its act and deed (without power of redelegation) any and all bonds and undertakings and other writings obligatory in the nature thereof (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) provided the amount of no one bond or undertaking exceeds One Million and 00/00

.....Dollars (1,000,000.00).

The execution of such bonds and undertakings shall be as binding upon said Cumberland Surety Insurance Company as fully and to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its Home Office in Lexington, Kentucky.

In Witness Whereof, Cumberland Surety Insurance Company has caused these presents to be signed by its Authorized Officers, this the 2nd day of November, 1989



State of Kentucky)

ss:

County of Fayette)

CUMBERLAND SURETY INSURANCE COMPANY, INC.
Perry L. Greer
William S. Patterson

On this 2nd day of November, 1989, before me, a Notary Public in and for the State of Kentucky, personally came

William S. Patterson and Perry L. Greer to me known, who acknowledged execution of the preceding instrument and, being by me duly sworn, do depose and say, that they are President and Secretary respectively of Cumberland Surety Insurance Company; that the seal affixed to said instrument is the corporate seal of Cumberland Surety Insurance Company; that said corporate seal is affixed and their signatures subscribed to said instrument by authority and order of the Board of Directors of said Corporation.

In Testimony Whereof, I have hereunto set my hand at Lexington, Kentucky, the day and year first above written.



Robert Stapleton
Notary Public
Kentucky State-at-Large
My Comm. Exp.: 11-21-90

This Power of Attorney is granted under and by authority of the following resolution adopted by the Directors of the Cumberland Surety Insurance Company on 10th day of July, 1985.

Resolved, that the President or Vice-President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the company in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly acknowledged by the regularly elected Officers of the Company in their own proper person.

Now Therefore, the signatures of such officers and the seal of Company may be affixed to any such Power of Attorney by a facsimile, and any such Power of Attorney bearing such facsimile signatures or seal shall be valid and binding upon the Company.

State of Kentucky)

ss:

County of Fayette)

I, William S. Patterson of the Cumberland Surety Insurance Company do hereby certify that the foregoing is a true and correct copy of a power of Attorney, executed by said Cumberland Surety Insurance Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said Corporation at Lexington, Kentucky, this 25TH day of AUGUST, 1994

This copy printed from the Digital Archive of the Hamilton County Surveyor's Office; CUMBERLAND SURETY INSURANCE COMPANY, INC.



William S. Patterson



SURVEYOR'S OFFICE

Hamilton County

Kenton C. Ward, Surveyor

Suite 146

776-8495

One Hamilton County Square

Noblesville, Indiana 46060-2230 October 5, 1995

TO: Hamilton County Drainage Board

RE: J.M. Endicott Drain

I recently found that the final reports for the drain had not been submitted. The reconstruction was done by J.P. Tinsman Trucking and Excavating under contract dated August 22, 1994. The contract amount was \$85,030.04. The estimate for the work was \$87,923.00 per my report dated April 26, 1994.

During construction, changes were made to the drain which will alter the plans submitted with my report for this drain dated April 26, 1994. The changes are as follows: "The following list of items were found during the reconstruction process and determined necessary for the proper function of the regulated drain. All prices include installation and are per the bid contractual agreement between J.P. Tinsman Trucking and Excavating and the Hamilton County Drainage Board."

Station/Location	Description	Price
8+00 North Side	20' of 15" CMP 12" tile outlet	\$ 466.14
31+70 North Side	20' of 8" CMP 6" tile outlet	246.06
40+00 North Side	20' of 15" CMP 12" tile outlet	466.14
91+00 North Side	20' of 8" CMP 6" tile outlet	247.06
93+00 North Side	20' ton/13.33 cy of RipRap(11.70/cy)	156.00
10+00 North Side	20' of 15" CMP 12" tile outlet	466.14
10+00 North Side	20' of 8" CMP 6" tile outlet	247.06
17+00 North Side	30' of 12" tile	513.00
48+00 North Side	65' of 4" tile 20' of 6" CMP	202.80
33+00 North Side	Change from plan 6" CMP bid 8"	
	actual	65.00
	Total Charge Order Amount :	\$3,075.40

The length of the drain due to changes described above is now:

	<u>Hamilton County</u>	<u>Tipton County</u>
John W. McGuire	900 feet	1,280 feet
Ogle-Hershman	13,257 feet	0
J.M. Endicott	6,290 feet	6,000 feet
TOTAL	20,447 feet	7,280 feet

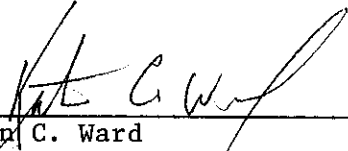
The total cost of the project with the contract prices and the change order is \$88,105.44, above the estimate of \$87,923.00. The payments to the Contractor are as follows:

Page # 2 Endicott

Claim # 94-447	October 4, 1994	\$35,700.00
Claim # 94-504	November 1, 1994	36,575.54
Claim # 95-007	November 22, 1994	13,215.81
Claim # 95-105	November 22, 1994	2,614.09

The additional amount above the estimate, \$182.44, should be paid through the maintenance fund for this drain.

The Board should approve the claims and accept the work as complete.



Kenton C. Ward
Hamilton County Surveyor
KCW/nw