

To: Hamilton County Drainage Board

Re: Geist Woods Drain Bucks Subdivision Arm

Attached is a petition and plans for the Bucks Subdivision Arm to the Geist Woods Drain. I have reviewed the submittals and petition and 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 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 petition was filed on February 21, 1995 by owners of property within the Bucks Subdivision. Mr. Richard Lewis funded the proposed plan which was designed by Falcon Engineering Inc.

The proposal is an extention of the existing Geist Woods Drain west into the Bucks Subdivision. The proposal consists of 440 feet 12" tile beginning at a inlet STR in the west R/W at or near the north east corner of tract 15-08-04-01-027 owned by Ronald Perkinson and running south 77 feet to a inlet structure; thence south east 49 feet to a inlet in the east R/W; thence east along the south property line of tract 15-08-04-01-028 owned by Clarence Leiter and north along the east line of the same tract 223 feet to a inlet structure which is approximately 10 feet west of the intersection of lots 36 and 37 of Geist Woods and lot 50 of Carefree Estates; thence south east along the lot line between lots 36 and 37 of Geist Woods 91 feet, entering the existing 18" RCP between these lots approximately 5 feet downstream of its western most point.

The materials for this project is as follows:

4' 2x2 boxes w/R4342 castings

49' 12" RCP

391' 12" corrugated PVC pipe

Mr. Richard Lewis has agreed to supply these materials at his expense.

The cost of installation was discussed with the Hamilton County Commissioners

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

and Highway. Originally the cost of installation was proposed to be funded by the Hamilton County Highway Department. However, in September 1995 The Hamilton County Commissioners at their highway meeting of September 1, 1995 voted not to fund the installation but construct only the necessary side ditches. (Also see letter dated August 14, 1995 from Tom Stevens) In December this office recieved a estimate from Sweeney Construction Corp. which set the cost of installation at \$13,269.00. Adding 10% contingency this will then total \$14,595.90.

I have reviewed each tract individually and believe that the Perkinson and Leiter property, which are mentioned above, will receive a greater benefit than the other tracts within Bucks Subdivision which are within the Drainage shed for the proposed Arm. I also believe that the greater benefit. I recommend that 75% of the installation cost, or \$10,947.00 be divided equally based on acreage. Because of the hard surface involved with the highway the actual acreage is multiflied by 3 to then total 1.95 acres. These three tracts total 3.245 acres. This gives a per acre cost of \$3374.00. Therefore, the following are the assessments for the 3 tracts:

Hamilton County Highway	1.95 acres	\$6578.00
Leiter	0.795 acres	\$2682.00
Perkinson	0.5 acres	\$1687.00

The remaining 25% of the project cost, or \$3648.00 should be spread among the remaining 5 properties which consists of 1.765 acres. This will be spread equally among these tract on a acreage basis of \$2067.00 per acre. The following are the assessments for these tracts.

Jeffrey H. Grow	15-08-04-01-013	0.37 acres	\$765.00
Clarence L. Jr. &			
Monna L. Leiter	15-08-04-01-014	0.79 acres	\$1644.00
Elmo J. & Betty J. Happel	15-08-04-01-029	0.27 acres	\$559.00
Joyce, Adeline M. (living trus	st)15-08-04-01-030	0.23 acres	\$476.00
Ray M. & Ruby L. Johnson	15-08-04-01-015	0.1 acres	\$207.00

All figures are rounded up to the next dollar amount. The two tracts in Geist Woods (lots 36 and 37) do not receive benefit and are therefore not assessed for construction. I also believe that no damages will result to are landowners within. Fither Bucks Subdivision or Geist Woods. Therefore, I recommend that all damages be set at \$0.00.

I have reviewed the plans and believe that each tract will benifit it equally for maintenance once construction is complete. I recommend that the maintenance fee for the Geist Woods Drain of \$20.00 per tract also be assessed to the above mentioned tracts within Bucks Subdivision.

I recommend that the Board accept the existing platted easements in the Geist Woods and Carefree Estates Subdivisions. Mr.& Mrs. Leiter and Mr. Perkinson have agreed to dedicate easement upon their respective properties. The easement descriptions are attached along with letter from both property owners agreeing to the dedication. The other tracts within the Bucks Subdivision will not be This copy is from the Digital Archive of the Hamilton County Surveyor's Office; Noblesville, In 46060

Geist Woods Drain, Bucks Subdivision Arm, Page 3 of 3

encumbered by a drainage easement.

I recommend a hearing be set for this matter in April 1996.

Sincerely,

Kenton C. Ward

Hamilton County Surveyor

KCW/ndw

acres 11.80 ac Lots 74

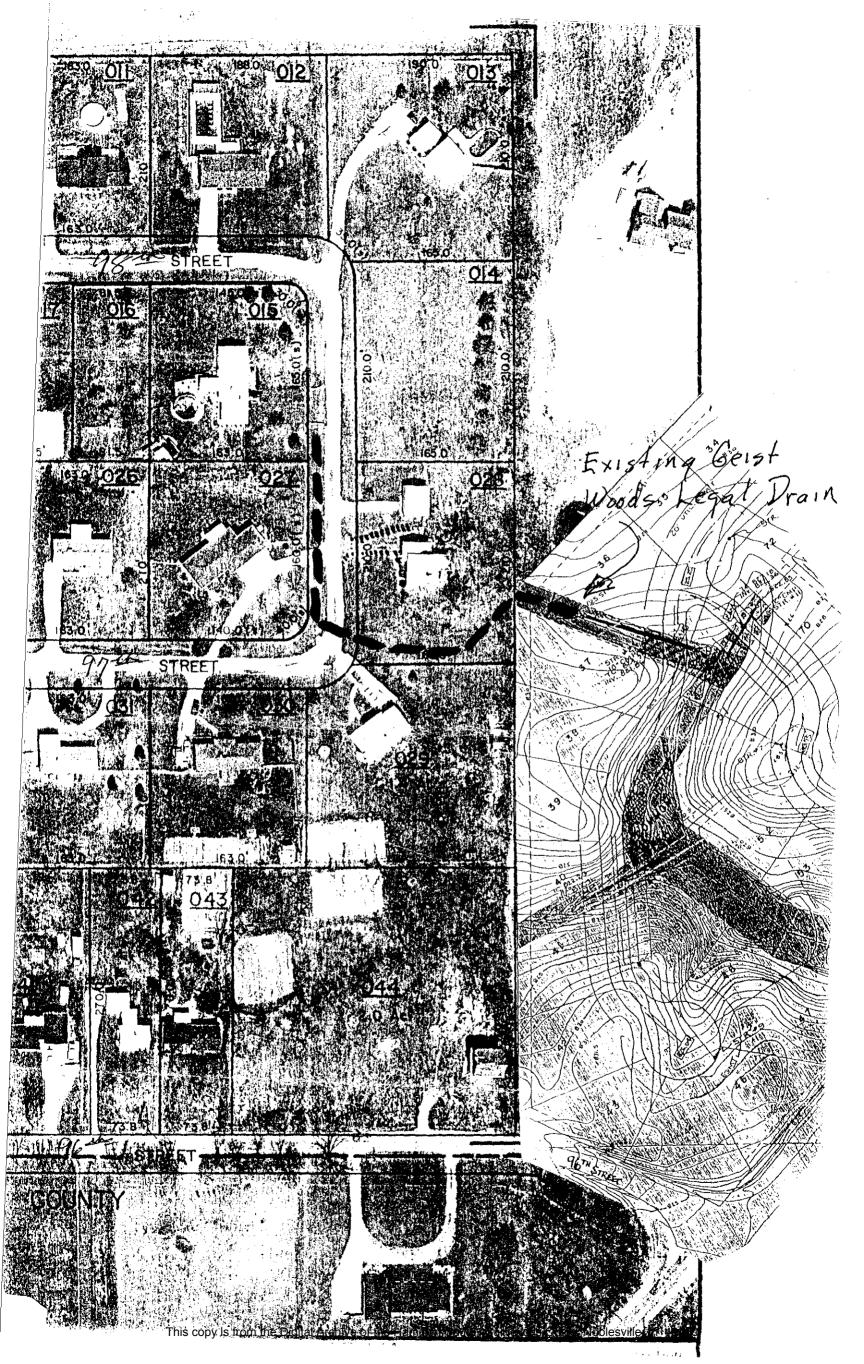
11.80 ac # number of Varcels 83

DATE: November 9, 1993 TO: Hamilton County Drainage Board The undersigned hereby petitions the Hamilton County Drainage Board to install a six inch (6") perforated drain, as illustrated on the attached drawing marked as Exhibit "A". This petition is contingent upon Windermere Partners providing the six inch (6") perforated pipe and the Hamilton County Highway Department installing the drain pipe. It is understood that the petitioner's property will become a part of the Geist Woods Legal Drain and will be subject to a yearly maintenance assessment. Respectfully Submitted this 21st day of November , 1993 It is agreed and acknowledged this 12th day of 04, 1994, 1993 that Windermere Partners will supply the six inch (6") perforated pipe to be installed by the Hamilton County Highway Department, per the attached drawing, and to be a part of the Geist Woods Legal Drain.

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

Richard A. Lewis, Pread SVDC

Windermere Partners



FINDINGS AND ORDER CONCERNING THE MAINTENANCE OF THE

Geist Woods Drain-Bucks Arm

On this 28th day of May 1995, the Hamilton County
Drainage Board has held a hearing on the Maintenance Report and
Schedule of Assessments of the Geist Woods Drain-Bucks 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
assessments will be less than the benefits to the landowners and
issues this order declaring that this Maintenance Fund be
established.

Steven A. Holt President
Steven C. Dillinger Member
Sharon R. Clark
Member

HAMILTON COUNTY DRAINAGE BOARD

ATTEST: Kanuflen Ofalum Administrative Secretary

Revised 12/95

BOARD OF COMNIESHONERS ICAN INSTITUTE OF ARCHITECTS OF THE COUNTY OF HAMILTON DATE _ AIA Document A312 COUNTY AUDITOR **Performance Bond** P960666 Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business): SWEENEY CONSTRUCTION CORPORATION FIDELITY & DEPOSIT COMPANY OF MARYLAND 1030 EAST 19TH STREET 135 N. PENNSYLVANIA ST., #1250 INDIANAPOLIS, INDIANA 46202 INDIANAPOLIS, INDIANA 46204 OWNER (Name and Address): HAMILTON COUNTY DRAINAGE BOARD ONE HAMILTON SQUARE STE. 145 NOBLESVILLE, IN 46060 CONSTRUCTION CONTRACT AUGUST 26, 1996 Amount: THIRTEEN THOUSAND SEVEN HUNDRED TWENTY-FOUR AND 00/100 --- \$13,724.00 Description (Name and Location): RECONSTRUCTION OF THE GEIST-WOODS BUCKS SUBDIVISION ARM **BOND** Date (Not earlier than Construction Contract Date): SEPTEMBER 11, 1996 Amount: THIRTEEN THOUSAND SEVEN HUNDRED TWENTY-FOUR AND 00/100 --- \$13,724.00 Modifications to this Bond: ∑ None ☐ See Page 3 CONTRACTOR AS PRINCIPAL SURETY Company: (Corporate Seal) (Corporate Seal) Company: SWEENEY CONSTRUCTION CORPORATION FIDELITY & DEPOSIT COMPANY OF MARYLAND Signature: Name and Title: Name and Title: HELEN P. PARKER ATTORNEY-IN-FACT (Any additional signatures appear on page 3) (FOR INFORMATION ONLY—Name, Address and Telephone) AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or GREGORY & APPEL INSURANCE other party): 520 INDIANA AVENUE INDIANAPOLIS, IN 46202

(317) 634-7491

- 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 avail-

able 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 Con-

- 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:

n/a

CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
n/a Signature:		Signature:	n/a
Name and Title: Address:		Name and Title: Address:	

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Daniel C. Appel, John R. Ransel, Carol J. Waltz, Helen P. Parker, all of Indianapolis, Indiana and Martha L. Comstock any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE MILLION DOLLARS (\$1,000,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Daniel C. Appel, etal, dated June 29, 1993.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of ___, A.D. 19<u>9</u>5 December

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Assistant Secretary

STATE OF MARYLAND COUNTY OF BALTIMORE

On this 26th day of December, A.D. 19.95, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

Notary Public

My Commission Expires_____

August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

SEPTEMBER

Assistant Secretary

044-0193

PROJ. NO LINE	PAGE OF_
BUCKS ADD	J. AS BUILT.
10/23/96 J. WYANT	
FIMILLS	
	- · · · · · · · · · · · · · · · · · · ·
	· · · · · · · · · · · · · · · · · · ·
·	
	<u> </u>

	1	1	Ī	İ	i
		HI		ELEV.	
	, -	77 1	. –		MENS. Down
TEN!		~ ~ ~ ~ -		831. 80	
$\overline{\wedge}$	5.90	837.70	– 2,,	020 ZI	
1			7.34	830.36	1.4 828.96
Z			6.79	830.91	Z.5 835.20 8
3		[7.18	830.52	3 2 827.32
4		1	9.68	828.0Z	2.1 825.92
INV CMP			12,50	825.20	
•		i I			
	Ð	AN	A < R	レ・レア	
	1	INV.	T.C.	1	
S72#	7.4.	[1	1	
l .	1	828.85	830.36	i i	
2	830.80	l e	830,91	1	
3	831.40	827.84	<u> </u>	827.32	
4	828,20	826.06	828.02	825.92	
		-			
	<u> </u>				
•]	
-					·
•	i				

1-2 = 0.7090 2-3 = 4.3075 2.0790	725.2
3-4 = 0.6390 4-mv= 0.80% -N-	
	· · · · · · · · · · · · · · · · · ·





Kenton C. Ward, Surveyor

Phone (317) 776-8495

March 18, 1997 Fax (317) 776-9628

Suite 146 One Hamilton County Square Noblesville, Indiana 46060-2230

TO: Hamilton County Drainage Board

RE: Geist Woods Drain-Bucks Subdivision Arm

At this time the reconstruction of the Bucks Subdivision Arm of the Geist Woods Drain is complete. This work was done by Sweeney Construction Corporation under contract dated August 26, 1996.

The estimated cost for this work as set out in my report which was approved by the Board at hearing on May 28, 1996, was \$14,595.00. The contract amount was \$13,724.00. One change order was approved by the Board for this work on October 28, 1996 in the amount of \$2,397.00. The total cost of the work is \$16,121.00 which is \$1,526.00 over estimate by 10.45%

The Drain was certified to the Auditor for collection in the amount of \$14,598.00. This did not include the \$2000.00 contribution agreed to by Mr. Richard Lewis as per the minutes book of the May 28, 1997 (Book 4 Page 243). This payment will eliminate the short fall.

Payments for the work are as follows:

- 1. Claim #1 \$10,491.34 paid October 29, 1996
- 2. Claim #2 3,211.51 paid December 10, 1996
- 3. Claim #3
 Retainage 2,418.15 paid December 10, 1996

At this time the Contractor has been paid for the work done and he has submitted a statement that all expenses incurred during the project have been paid.

I recommend that the Board detention this project to be complete and acceptable.

Kerton C. Ward-Surveyor

