

**Drain:** MILL CREEK DRAIN **Drain #:** 206  
**Improvement/Arm:** MILL CREEK ESTATES  
**Operator:** JOH **Date:** 2-12-04  
**Drain Classification:** Urban/Rural **Year Installed:** 1996

### GIS Drain Input Checklist

- Pull Source Documents for Scanning JOH 2-12
- Digitize & Attribute Tile Drains N/A
- Digitize & Attribute Storm Drains JOH 2-12
- Digitize & Attribute SSD JOH 2-12
- Digitize & Attribute Open Ditch N/A
- Stamp Plans JOH 2-12
- Sum drain lengths & Validate JOH 2-12
- Enter Improvements into Posse JOH 2-12
- Enter Drain Age into Posse JOH 3-1
- Sum drain length for Watershed in Posse JOH 3-1
- Check Database entries for errors JOH 2-12

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

Drain-Improvement: MILLCREEK DRAIN

Drain Type:	Size:	Length <small>SURVEYOR'S REPORT</small>	Length (DB Query)	Length Reconcile	If Applicable	
					Price:	Cost:
SSD	6"	842'	842'	Ø		

Sum: 842'    842'    Ø    \_\_\_\_\_

Final Report: \_\_\_\_\_

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



SURVEYOR'S OFFICE  
**Hamilton County**

Kenton C. Ward, Surveyor

Suite 146

776-8495

One Hamilton County Square

Noblesville, Indiana 46060-2239 ~~11 17, 1996~~

TO: Hamilton County Drainage Board

RE: Mill Creek Drain-Mill Creeks Estates Arm

Attached is a petition, non-enforcement request, plans, calculations, quantity summary and assessment roll for the Mill Creek Estates Arm, Mill Creek 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:

6" SSD      850 feet.

The total length of the drain will be 850 feet.

The subsurface drains (SSD) to be part of the regulated drain are those located within the road side ditch within the R/W for Mill Run Drive. Only the main SSD lines which are located within the right of way are to be maintained as regulated drain. Laterals for individual lots will not be considered part of the regulated drain.

I have reviewed the plans and believe the drain will benefit each lot equally. Therefore, I recommend each lot be assessed equally. I also believe that no damages will result to landowners by the construction of this drain. I recommend a maintenance assessment of \$25.00 per lot, \$2.00 per acre for roadways. With this assessment the total annual assessment for this drain /this section will be \$

Page #2

Parcel assessed for this drain may be assessed for the Sly Run Ditch at sometime in the future.

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 easement widths as shown on the secondary plat for Mill Creek Estates as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this proposed drain for June 1996.

---

Kenton C. Ward  
Hamilton County Surveyor



# Capitol INDEMNITY CORPORATION

Madison, Wis. 53705-0900

(a Stock Company, organized under the laws of Wisconsin)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That MARK & MELINDA FISHER  
(Name and address of the Contractor)  
NOBLESVILLE, INDIANA

as Principal, hereinafter called Contractor, and CAPITOL INDEMNITY CORPORATION as Surety, hereinafter called Surety, are held and firmly bound unto

HAMILTON COUNTY BOARD OF COMMISSIONERS  
(Name and address of the Owner)  
NOBLESVILLE, INDIANA

as Obligee, hereinafter called Owner, in the amount of FOUR THOUSAND DOLLARS AND 00/100

----- Dollars (\$ 4,000.00),  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_

entered into a contract with Owner for THE INSTALLING 500', MORE OR LESS, OF SSD, EROSION

CONTROL AND CENTERLINE MONUMENTATION *& Mill Creek Estates Subdivision*

in accordance with drawings and specifications prepared by \_\_\_\_\_

(Full name of Architect)

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 18TH day of MARCH A.D. 19 96

MARK & MELINDA FISHER (SEAL)

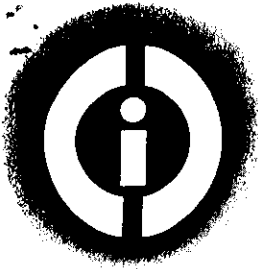
Witness Pam Majors

Mark Fisher (SEAL)  
MARK FISHER (Principal)

Melinda Fisher M.F. (SEAL)  
MELINDA FISHER ~~XXXXX~~ (PRINCIPAL)

Witness Pam Majors

CAPITOL INDEMNITY CORPORATION  
a Wisconsin Corporation, (Surety)  
By: Fred Eickhoff (SEAL)  
FRED EICKHOFF, ATTORNEY-IN-FACT  
(Title)



# Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900  
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900  
PHONE (608) 231-4450 • FAX (608) 231-2029

## POWER OF ATTORNEY

No: 387546

**Know all men by these Presents,** That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

-----**FRED EICKHOFF, TAMMY MILLER, JILL WILKES, PAMELA Y. MAJORS**-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----**NOT TO EXCEED \$2,500,000.00**-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 5th day of May 1960:

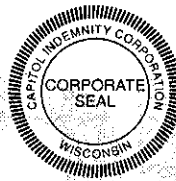
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 1st day of June, 1993.

### CAPITOL INDEMNITY CORPORATION

Attest:

*Virgiline M. Schulte*  
Virgiline M. Schulte, Secretary



*George A. Fait*  
George A. Fait, President

STATE OF WISCONSIN }  
COUNTY OF DANE }

On the 1st day of June, A.D., 1993, before me personally came George A Fait, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is the President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }  
COUNTY OF DANE }



*Peter E. Hans*  
Peter E. Hans  
Notary Public, Dane Co., WI  
My Commission is Permanent

### CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison. Dated the 18TH day of MARCH, 1996



*Paul J. Breitmayer*  
Paul J. Breitmayer, Treasurer

This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.

CERTIFICATE OF COMPLETION AND COMPLIANCE

To: Hamilton County Surveyor

Re: Mill Creek Estates

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: Leland D. Miller Jr. Date: December 18, 1998

Type or Print Name: Leland D. Miller Jr.

Business Address: 948 Conner Street

Noblesville, In. 46060

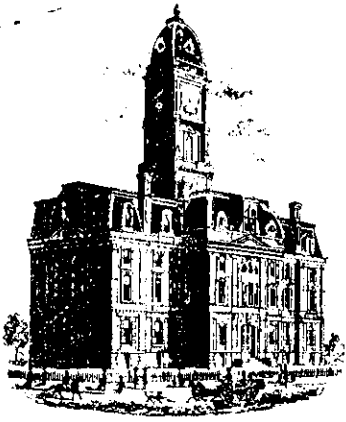
Telephone Number: (317) 773-2644

SEAL



INDIANA REGISTRATION NUMBER

S0083



SURVEYOR'S OFFICE

# Hamilton County

*Kenton C. Ward, Surveyor*

*Phone (317) 776-8495*

*Fax (317) 776-9628*

*Suite 146*

*One Hamilton County Square*

*Noblesville, Indiana 46060-2230*

To: Hamilton County Drainage Board

November 10, 1998

**Re: Mill Creek Estates Arm**

Attached are as-builts, certificate of completion & compliance, and other information for Mill Creek Estates Arm. 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 April 17<sup>th</sup>, 1996. The changes are as follows:

Structure:	T.C.:	I.E.:	Pipe:	Length:
1	802.57	813.3		
2	800.61	813.75	6"ssd	263.2
2	800.61	813.75		
3	801.38	814.24	6"ssd	175.1
3	801.38	814.24		
4	802.79	813.75		
4	802.79	813.75		
5	802.71	813.11	6"ssd	227.4
5	802.71	813.11		
6	814.78	812.56	6"ssd	176.3

The length of the drain due to the changes described above is now **842 feet**.

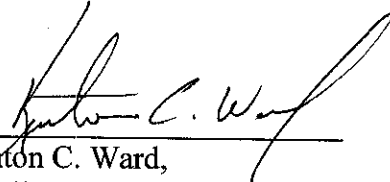
The non-enforcement was approved by the Board at its meeting on June 10<sup>th</sup>, 1996 and recorded under instrument # 9609648854.



The bond or letter of credit from Capitol Indemnity Corporation, number; dated March 18<sup>th</sup>, 1996; in the amount of \$4,000.00; was released December 14, 1998.

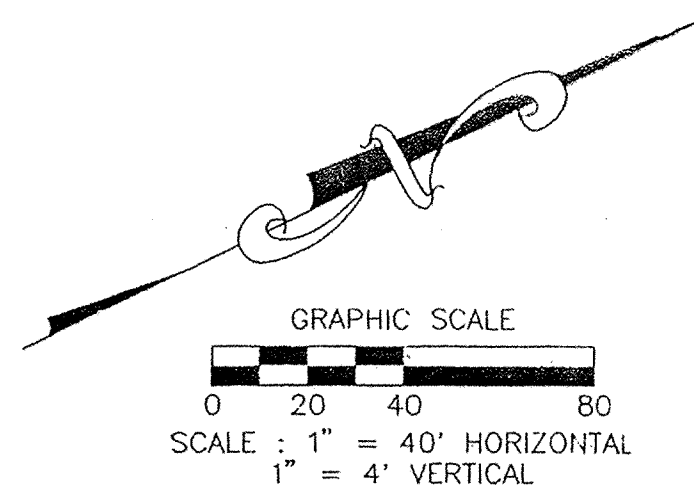
I recommend the Board approve the drains construction as complete and acceptable.

Sincerely,

A handwritten signature in cursive script, appearing to read "Keaton C. Ward", written over a horizontal line.

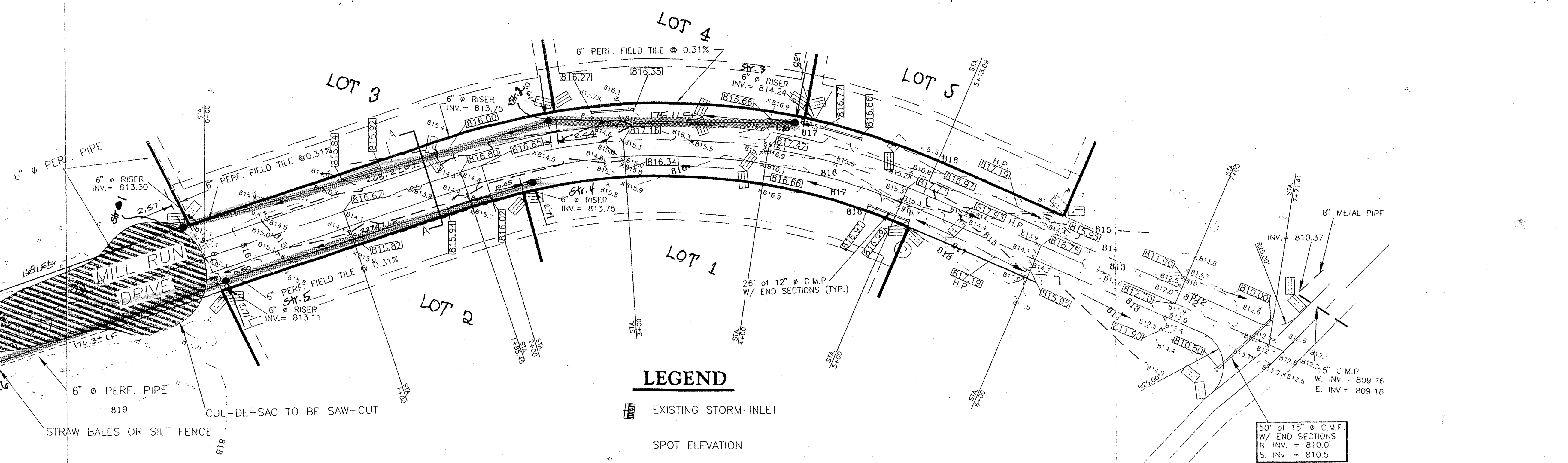
Keaton C. Ward,  
Hamilton County Surveyor

KCW/slm



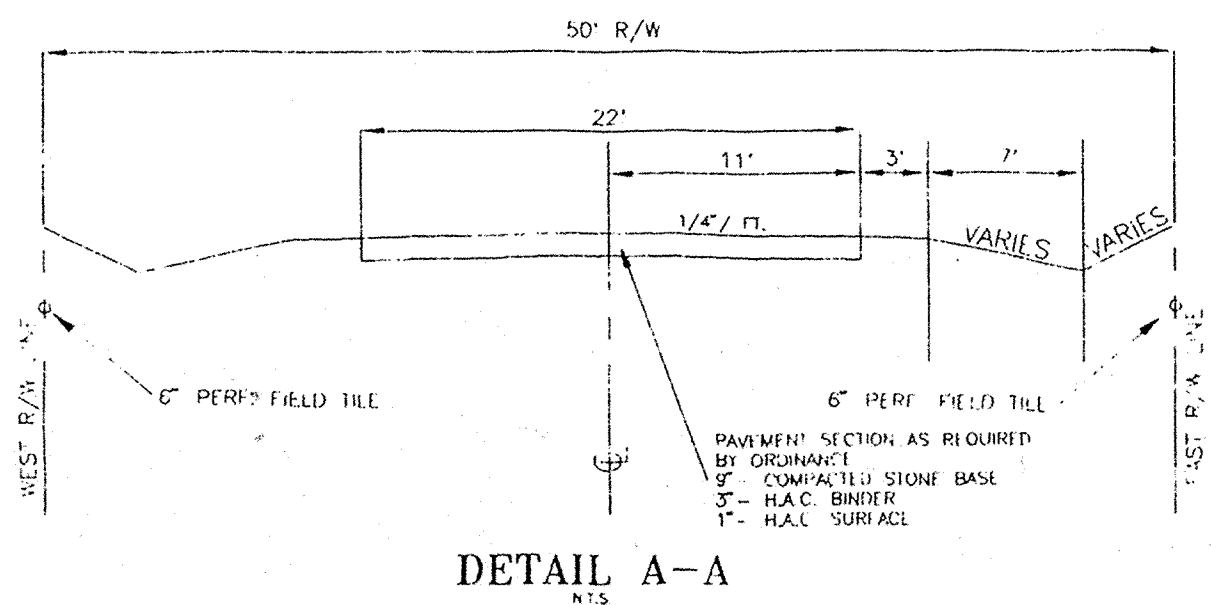
NORTH RIM ELEV. = 814.90  
 E. INV. = 812.62 - 12" ø  
 W. INV. = 812.76  
 2-6" PERF. TILES

NORTH RIM ELEV. = 814.78  
 W. INV. = 812.42 - 12" ø  
 S. INV. = 812.41 - 12" ø  
 E. INV. = 812.56  
 2-6" PERF. TILES

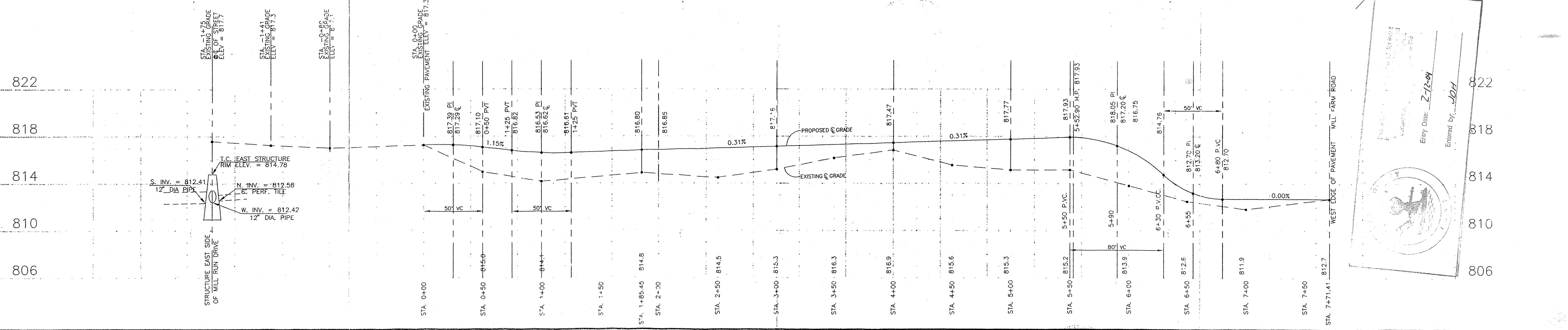


**LEGEND**

- EXISTING STORM INLET
- SPOT ELEVATION
- D. & U.E. DRAINAGE AND UTILITY EASEMENT
- B.L. BUILDING LINE
- STRAW BALES OR SILT FENCE
- FLOW DIRECTION



SSD RISER LOCATION AS-BUILT  
 CERTIFICATION BY SURVEYOR  
 The attached ASBUILT DRAWINGS, pages 1 through 1 are, to the best of my knowledge and belief a true and correct representation of the system installation, including locations of main, hydrants, valves and services in accordance with the approved plans and specifications as signed and sealed by myself dated 2-20-98.  
 Leland D. Miller, Jr. #50083  
 Miller Surveying, Inc. Date 2-20-98

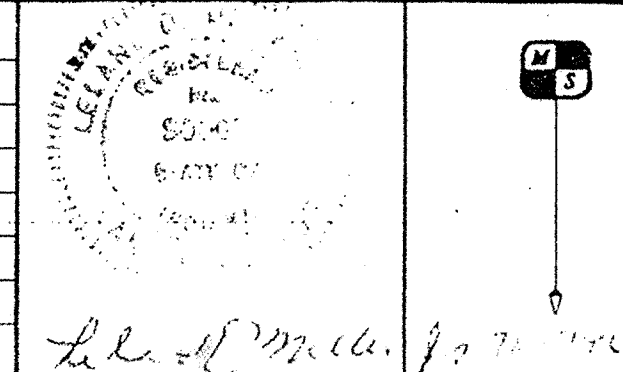


Entered By: JDH  
 Entry Date: 2-16-98

JOB No. B23111P PLAN & PROFILE  
 DRAWN By: JDH DATE 2-16-96  
 FOR: \_\_\_\_\_  
 FIELD BOOK: \_\_\_\_\_ PAGE \_\_\_\_\_

**MILL CREEK ESTATE  
 MILL RUN DRIVE EXTENSION  
 PLAN & PROFILE**

REVISIONS		
DATE	BY	REVISION
7-8-96	G.E.T.	REVISE STREET DESIGN



**MILLER SURVEYING**  
 948 CONNER STREET  
 NOBLESVILLE INDIANA 46060  
 Ph. # (317) 773-2644 FAX 773-2694

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