

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

September 28, 2017

To: Hamilton County Drainage Board

Re: Cool Creek Drain – Anna Kendall Arm – The Trails Reconstruction

Attached is a petition and plans for the proposed relocation of the Anna Kendall Arm of the Cool Creek Drain. The relocation is being proposed by EdgeRock Development, LLC. The proposal is to reconstruct and relocate the original open ditch, to better facilitate a new roadway and development of private commercial lots.

This line will consist of the following:

1083 feet of Open Ditch

The total length of the new pipe and open drain shall be 1,083 feet. The 1,154 feet of the original drain between Sta. 99+84 and Sta. 111+38 shall be vacated. This proposal will remove a total of 71 feet to the Anna Kendall Arm of the Cool Creek Drain's total length.

The open ditch listed above is from the east end of the twin concrete box structures under Oak Ridge Road to the south property line of parcel 08-09-01-00-00-002.000, owned by Oak Ridge Investors, LLC. This is as shown on pages C300, C609, and C610 of the plans for The Trails Infrastructure, by Woolpert, with job number 77080, and dated July 18, 2017.

This channel reconstruction includes over excavation for floodplain mitigation for variance DV-2017-00003. If approved this project is providing 1 to 1 compensation for all floodplain fill on site and the additional compensation will be provided in other locations either on-site or off-site in the same general watershed area.

The cost of the relocation is to be paid by EdgeRock Development, LLC.

The petitioner has not submitted surety for the proposed drain at this time. Surety shall be submitted prior to commencement of construction for the relocation of the drain and surety for the changes to the floodplain, as required per the variance.

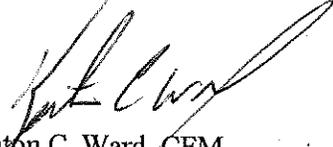
The reconstruction will be located on or affect the regulated drain easement on the following parcels:

<u>Parcel Number</u>	<u>Owner</u>
08-09-01-00-00-001.001	Oak Ridge Investors LLC
08-09-01-00-00-001.000	Natco LLC
08-09-01-01-01-002.000	Roland Slagle & Darren Peck
08-09-01-01-01-003.000	Security National Bank fbo Derek Daly
08-09-01-01-01-004.000	Sharon J Williams
08-09-01-00-00-002.000	Oak Ridge Investors LLC
08-09-01-00-00-002.001	Oak Ridge Investors LLC
Oak Ridge Road ROW	City of Westfield

The easement on parcel 08-09-01-01-01-004.000 shall be a reduction in the statutory easement, since the drain is being relocated to the south west, on the south side of the future roadway.

I recommend that upon approval of the above proposed drain that the Board also approve the attached non-enforcement request. The request will be for the reduction of the regulated drain easement to those easement widths as shown on the secondary plats for The Trails as recorded in the office of the Hamilton County Recorder.

I recommend the Board set a hearing for this petition for January 22, 2018.



Kenton C. Ward, CFM
Hamilton County Surveyor

KCW/pll

Cool Creek, Anna Kendall Arm

The Trails Reconstruction

Relocating original open ditch to better facilitate new roadway & development of private commercial lots. Will vacate 1,154' of drain between Sta. 99+84 to 111+38. The new drain will be 1,083'.

This proposal will remove 71' from Anna Kendall's total length.

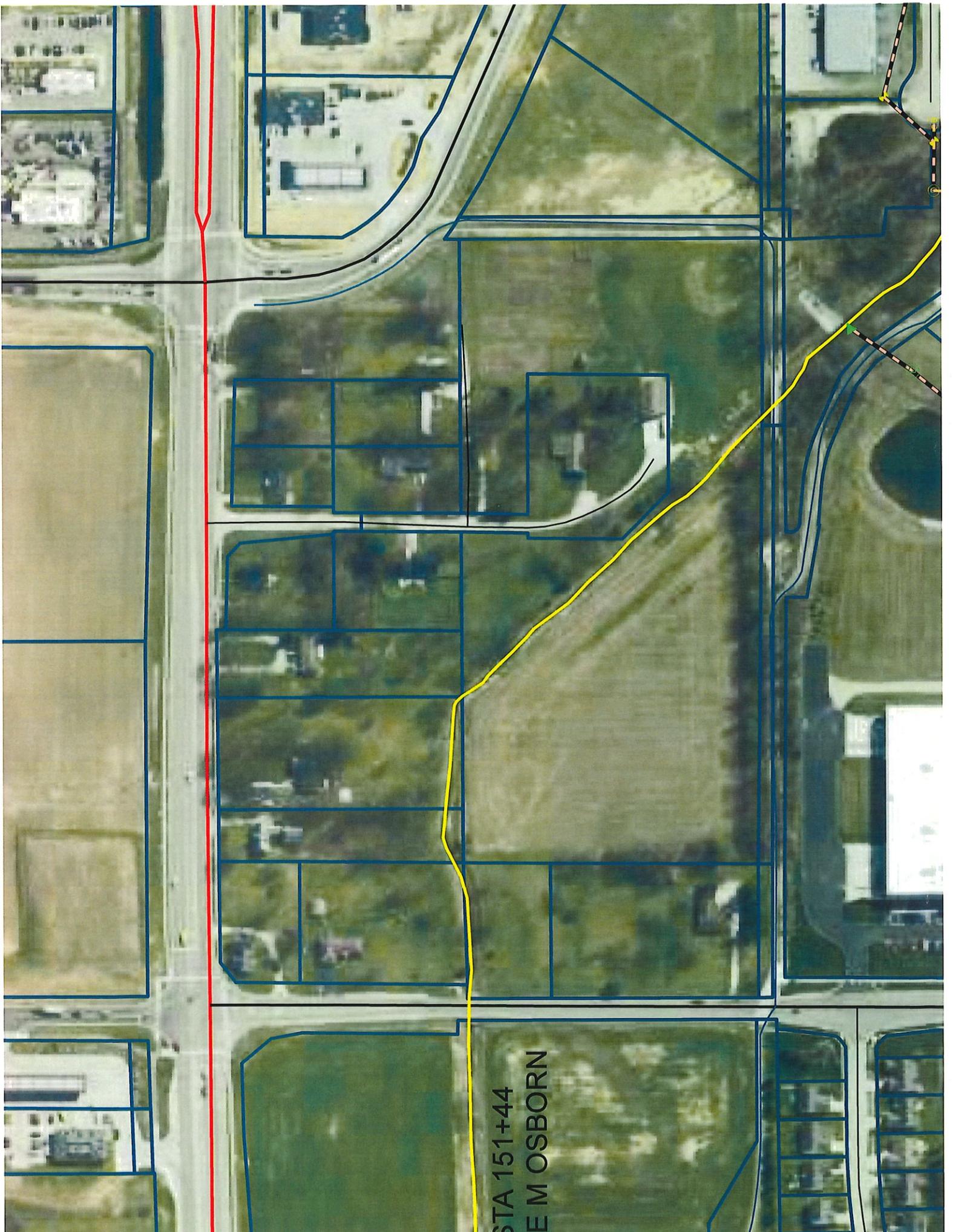
*Cost of relocation to be paid by EdgeRock Development LLC.

*No change in current maintenance assessment rate.

SUBNE-2017-00029 is for the relocated drain per secondary plat for The Trails.

Hearing: 01/22/18

Parcel	Owner	Desc1	Benefit Assmt	Rec. Assmt	Maint. Assmt	% of Total
99-99-99-99-99-999.010	City of Westfield	S1 T18 R3 Oak Ridge Rd	n/a	*	*	12.50%
08-09-01-00-00-001.000	Natco LLC	S1 T18 R3 1.31 AC	n/a	*	*	12.50%
08-09-01-00-00-001.001	Oak Ridge Investors LLC	S1 T18 R3 0.73 AC	n/a	*	*	12.50%
08-09-01-00-00-002.000	Oak Ridge Investors LLC	S1 T18 R3 8.24 AC	n/a	*	*	12.50%
08-09-01-00-00-002.001	Oak Ridge Investors LLC	S1 T18 R3 1.38 AC	n/a	*	*	12.50%
08-09-01-01-01-003.000	Security National Bank fbo Derek P. Daly Sep Sdira	S1 T18 R3 1.68 AC	n/a	*	*	12.50%
08-09-01-01-01-002.000	Slagle, Roland & Darren Peck TC	S1 T18 R3 0.78 AC	n/a	*	*	12.50%
08-09-01-01-01-004.000	Williams, Sharon J.	S1 T18 R3 1.03 AC	n/a	*	*	12.50%
						100.00%



STA 151+44
E M OSBORN



NON-ENFORCEMENT OF DRAINAGE EASEMENT IN SUBDIVISIONS

FILED

STATE OF INDIANA)
AUG 18 2017)
COUNTY OF HAMILTON)

BEFORE THE HAMILTON
COUNTY DRAINAGE BOARD

OFFICE OF HAMILTON COUNTY SURVEYOR

At the request of EdgeRock Development The Hamilton County Drainage Board considered the extent of the drainage easement on the Anna Kendal Drain in the The Trails Subdivision. Upon the agreement in writing by the recorded owner(s) of land involved that such owner(s) agree and covenants that neither the Hamilton County Drainage Board nor any Contractor nor Workman operating under the authority of said Board will be held liable for any damages resulting from construction, reconstruction, or maintenance of the above named drain at said location, whether to the real estate or improvements thereon the Board agreed:

1. That it will not enforce the easement beyond those shown on the Subdivision plat recorded as Instrument No. _____ and in Plat Cabinet _____ Slide _____ in the Hamilton County Records Office.
2. It will not object to the improvement of said real estate beyond such distance, and
3. Other Conditions: _____

SIGNED

[Signature]
APPLICANT

R. Birch Allen
PRINTED NAME

R. Birch Allen
PRINTED NAME (Owner of Land)

FOR BOARD USE ONLY

AGREEMENT WILL BECOME EFFECTIVE UPON RECORDING. SIGNED THIS _____ DAY OF _____ 20____. BY THE HAMILTON COUNTY DRAINAGE BOARD.

PRESIDENT OF DRAINAGE BOARD

MEMBER OF DRAINAGE BOARD

MEMBER OF DRAINAGE BOARD

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law : Kenton C. Ward, Surveyor"

Prepared by the Hamilton County Drainage Board: Michael A. Howard, Attorney

Revised May 2016

SUBNO-2017-00029

Adobe PDF Ffillable Form

HAMILTON COUNTY DRAINAGE BOARD
NOBLESVILLE, INDIANA

FILED

AUG 09 2017

IN RE: _____)
Hamilton County, Indiana)

PETITION FOR RELOCATION AND RECONSTRUCTION

OFFICE OF HAMILTON COUNTY SURVEYOR

_____ EdgeRock Development _____ (hereinafter "Petitioner"),

hereby petitions the Hamilton County Drainage Board for authority to relocate and improve a section of the _____ Anna Kendall _____ Drain, and in support of said petition advises the Board that:

1. Petitioner owns real estate through which a portion of the _____ Anna Kendall _____ 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 _____ Anna Kendall _____ 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 _____ Anna Kendall _____ Drain, without cost to other property owners on the watershed of the _____ Anna Kendall _____ 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 _____ Anna Kendall _____ Drain, in conformance with applicable law and plans and specifications on file with the Hamilton County Surveyor.



Signed

Birch Dalton

Printed

**AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF WESTFIELD, INDIANA
AND
HAMILTON COUNTY INDIANA DRAINAGE BOARD**

WHEREAS, the Hamilton County Drainage Board (“the Drainage Board”) has jurisdiction over the discharge of stormwater into the regulated drains of Hamilton County, Indiana, (“the County”) and has passed regulations concerning stormwater detention and discharges within the County; and,

WHEREAS, the City of Westfield (“the City”) maintains planning and zoning jurisdiction within its corporate limits and throughout Washington Township, Indiana through a Joinder Agreement; and,

WHEREAS, the Drainage Board regulates floodplain management and has established regulations for the mitigation of loss of floodplain areas due to development throughout the County; and,

WHEREAS, I.C. 36-1-7-2 allows for political subdivisions to jointly exercise powers granted to each of them; and

WHEREAS, the City is requesting a Waiver of the County’s floodplain mitigation standards for a development of a parcel of land within the City (“the Real Estate”) and the Drainage Board agrees to approve such mitigation under the terms set out herein.

NOW THEREFORE, the Drainage Board and City jointly agree to the following terms:

- 1) The Drainage Board has a standard of 3:1 floodplain mitigation for any floodplain loss throughout the County including the Real Estate as described in Exhibit “A”.

COPY

- 2) The City is requesting a Waiver of the County's mitigation standard for the development of the Real Estate and is proposing an initial ratio of 1:1 floodplain mitigation upon the Real Estate ("the Initial Mitigation").
- 3) The City also proposes constructing additional mitigation project ("the Additional Mitigation") which will be constructed off site and upstream of the Real Estate to result in total mitigation benefiting the Real Estate of 2:1 floodplain mitigation, which Additional Mitigation shall be complete by December 31, 2020.
- 4) The City shall pay the costs of the construction and design of the Initial Mitigation and the Additional Mitigation, and all necessary engineering, designs, and testing at the City's sole expense.
- 5) All plans and construction for the Initial Mitigation and the Additional Mitigation shall be approved by the Drainage Board.
- 6) The City shall pay all costs of the Additional Mitigation; including acquisition of the necessary drainage easement to the Drainage Board for the construction of the Additional Mitigation; and all of the engineering review fees incurred by the Drainage Board. The Additional Mitigation shall be completed before December 31, 2020.
- 7) In the event the City does not complete the Additional Mitigation prior to December 31, 2020, the Drainage Board may, after notice to the City, complete the Additional Mitigation and shall be reimbursed by the City for all costs of the Additional Mitigation, including land acquisition, design,

construction, and reasonable attorney's fees if said costs are not reimbursed within ninety (90) days of demand.

- 8) The City shall indemnify, defend, and hold harmless the Drainage Board, the County, their officials, agents, and employees ("the County Parties") from and against any and all claims, damages and other liability of any kind resulting from any claim against the County, which is the result, or allegedly the result, of the failure to provide floodplain mitigation at the Drainage Board standards upon, serving, and benefiting the Real Estate.
- 9) This Agreement shall remain in full force and effect unless or until the City provides proof to the Drainage Board that the County's 3:1 mitigation standard for the project on the Real Estate has been achieved.
- 10) The City may delegate the design and construction of the mitigation project(s) described herein, but that delegation shall not relieve the City from any obligation contained in this Agreement.
- 11) In the event there is a dispute concerning any issues in this Agreement, the dispute shall be discussed by a dispute resolution committee consisting of the Mayor of the City, the City Engineer; a Commissioner appointed from the Board of Commissioners; and the Hamilton County Surveyor.
- 12) In the event there is any additional dispute concerning this Agreement that cannot be resolved by the dispute resolution committee, the parties agree to submit the issue to mediation pursuant to the Indiana Rules of Alternative Dispute Resolution prior to initiating litigation.

ALL OF WHICH IS AGREED THIS 13 DAY OF Nov 2017.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain


Jim Ake

Jim Ake

Jim Ake


James J. Edwards

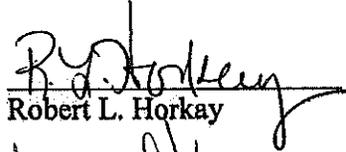
James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover


Robert L. Horkay

Robert L. Horkay

Robert L. Horkay


Mark F. Keen

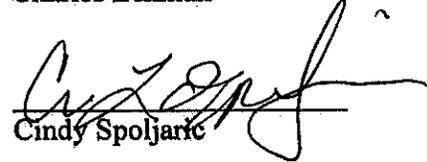
Mark F. Keen

Mark F. Keen


Charles Lehman

Charles Lehman

Charles Lehman


Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

ATTEST:


Cindy Gossard, Clerk Treasurer

I hereby certify that THIS INTERLOCAL AGREEMENT was delivered to the Mayor of Westfield

on the 14 day of Nov, 2017, at 9:30 Am.

Cindy Gossard
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE this Interlocal Agreement

this 14th day of Nov., 2017.

J. Andrew Cook
J. Andrew Cook, Mayor

I hereby VETO this Interlocal Agreement

this _____ day of _____, 2017.

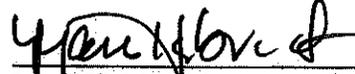
J. Andrew Cook, Mayor

"I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law"

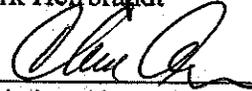
C. Gossard
Signed

ALL OF WHICH IS AGREED by the Hamilton County Drainage Board on the
13th day of November, 2017.

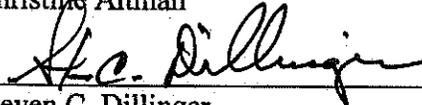
HAMILTON COUNTY DRAINAGE
BOARD



Mark Heirbrandt

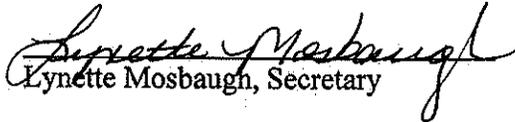


Christine Altman



Steven C. Dillinger

ATTEST:



Lynette Mosbaugh, Secretary

