

# **COMMON COUNCIL MEETING AGENDA**

**MONDAY, JANUARY 9, 2023 – 6:00 P.M.  
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE**

- 1. CALL TO ORDER**
- 2. AGENDA APPROVAL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**
- 6. RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**
- 7. COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**
- 8. CONSENT AGENDA**
  - a. Approval of Minutes**
    1. December 19, 2022 Regular Meeting
    2. December 30, 2022 Special Meeting
  - b. Claims**
    1. Payroll
    2. General Claims
    3. Retirement
    4. Wire Transfers
- 9. ACTION ON MAYORAL VETOES**
- 10. COMMITTEE REPORTS**
  - a. Finance, Utilities and Rules Committee
  - b. Land Use and Special Studies Committee
  - c. All reports designated by the Chair to qualify for placement under this category.
- 11. OTHER REPORTS – (at the first meeting of the month specified below):**

- a. **Carmel Redevelopment Commission (Monthly)**
- b. **Carmel Historic Preservation Commission (Quarterly – January, April, July, October)**
- c. Audit Committee (Bi-annual – May, October)
- d. Redevelopment Authority (Bi-annual – April, October)
- e. Carmel Cable and Telecommunications Commission (Bi-annual – April, October)
- f. Economic Development Commission (Bi-annual – February, August)
- g. Library Board (Annual – February)
- h. Ethics Board (Annual – February)
- i. Public Art Committee (Annual – August)
- j. Parks Department (Quarterly – February, May, August, November)
- k. All reports designated by the Chair to qualify for placement under this category.

## 12. **OLD BUSINESS**

- a. **Fourth Reading of Ordinance D-2657-22**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 2, Section 25 of the Carmel City Code; Sponsor(s): Councilor(s) Rider, Worrell, Aasen, Finkam, Nelson and Campbell. **Assigned to a Committee of the Whole.**

### **Synopsis:**

Amends the definition of “public art,” and clarifies that only permanent public art acquisitions will be subject to review by the Carmel Public Art Advisory Committee.

- b. **Resolution CC-12-19-22-01**: A Resolution of the Common Council of the City of Carmel, Indiana, Authorizing the Cash Defeasance and Retirement of Certain Redevelopment District Bonds, Approving the Form of an Amended and Restated Revenue Deposit Agreement and Authorizing Matters Related Thereto; Sponsor: Councilor Worrell. **Sent to the Finance, Utilities and Rules Committee (1/9/23 Meeting Date).**

### **Synopsis:**

Resolution approves (1) the payment in full of all outstanding 2013 Redevelopment District Bonds that funded the Illinois Street project, and (2) related amendments to the TIF revenue deposit agreement between the City and the CRC.

## 13. **PUBLIC HEARINGS**

- a. **Second Reading of Ordinance D-2656-22**; An Ordinance of the Common Council of the City of Carmel, Indiana, Vacating Right-of-Way Located Within the Old Meridian and Main Redevelopment Project; Sponsor(s): Councilor(s) Rider, Aasen and Worrell. **Introduced and held over for a Public Hearing.**

### **Synopsis:**

Vacates surplus right-of-way that is needed for the Old Meridian and Main redevelopment project.

- b. **First Reading of Ordinance Z-679-22**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending the Legacy Planned Unit Development District (Z-501-07); Sponsor: Councilor Rider.

**Synopsis:**

Ordinance establishes an Amendment to the Legacy Planned Unit Development District Ordinance, Ordinance Number Z-501-07 which Amendment shall be referred to as the 2022 Legacy PUD Amendment Ordinance (the “2022 Legacy PUD Amendment Ordinance”). The 2022 Legacy PUD Amendment Ordinance amends certain provisions of the original Legacy PUD Ordinance Number Z-501-07 (as amended), pertaining to the Use Blocks, Maximum Unit Limitations, and removing units from the future use of the existing Amenity Area within the Legacy.

14. **NEW BUSINESS**

15. **AGENDA ADD-ON ITEMS**

16. **OTHER BUSINESS**

a. **City Council Appointments**

- 1. Carmel Audit Committee (Terms Expire 12/31/23 and 12/31/24, two-year terms); Two appointments.
- 2. Carmel Economic Development Commission (Term Expires 1/31/26, three-year term); One appointment.

b. **2022 Encumbrances in 2023 - \$17,930,578.12 (Acknowledgement Only)**

17. **ANNOUNCEMENTS**

18. **ADJOURNMENT**

# COMMON COUNCIL MEETING MINUTES

MONDAY, DECEMBER 19, 2022 – 6:00 P.M.  
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

## **MEETING CALLED TO ORDER**

Council President Kevin D. Rider; Council Members: Laura Campbell, Sue Finkam, Adam Aasen, Anthony Green, Timothy Hannon, Miles Nelson, Jeff Worrell and Deputy Clerk Jacob Quinn were present.

Councilor H. Bruce Kimball was not present.

Council President Rider called the meeting to order at 6:00 p.m.

## **AGENDA APPROVAL**

The agenda was approved unanimously.

## **INVOCATION**

Pastor CJ Johnson, Northview Church, delivered the Invocation

Councilor Green led the Pledge of Allegiance.

## **RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**

Council President Rider and former Carmel Mayor Jane Reiman honored Building Commissioner Jim Blanchard on his retirement.

Council President rider led the Swearing-in of new Carmel Police Officer Michael Hatton

## **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**

There were none.

## **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**

There were none.

## **CONSENT AGENDA**

Councilor Nelson moved to approve the consent agenda. Councilor Campbell seconded. There was no Council discussion. Council President Rider called for the vote. The motion was approved 8-0.



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48       a.   **Approval of Minutes**

- 49               1.   December 5, 2022 Regular Meeting

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52       b.   **Claims**

- 53               1.   Payroll \$3,177,675.66 and \$3,222,816.72  
54               2.   General Claims \$4,294,004.31  
55               3.   Retirement \$102,105.97 (November) and \$102,105.97 (December)  
56               4.   Wire Transfers \$2,075,518.01  
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59   **ACTION ON MAYORAL VETOES**

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61   There were none.

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63   **COMMITTEE REPORTS**

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65   Councilor Worrell reported that the Finance, Utilities and Rules Committee had met. Ordinance D-2657-  
66   22 was tabled and Resolution CC-09-19-22-02 is returning and will be reported on when the item appears  
67   on the agenda.

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69   Councilor Campbell reported that the Land Use and Special Studies had not met.

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71   **OTHER REPORTS – (at the first meeting of the month specified below):**

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73   There were none.

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75   **OLD BUSINESS**

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77   Council President Rider announced **Resolution CC-09-19-22-02**: A Resolution of the Common Council  
78   of the City of Carmel, Indiana, Amending Resolution CC-12-21-20-04; Sponsor(s): Councilor(s) Aasen,  
79   Campbell, Finkam, Rider, and Worrell. Councilor Worrell reported that the item is returning from the  
80   Finance, Utilities and Rules Committee on a positive 4-0 vote with the stipulation that the sound system  
81   and lighting take priority over outdoor signage. Councilor Worrell moved to approve Resolution CC-09-  
82   19-22-02. Councilor Nelson seconded. There was no Council discussion. Council President Rider called  
83   for the vote. **Resolution CC-09-19-22-02** was approved 8-0.

84  
85   Council President Rider announced the **Third Reading of Ordinance D-2657-22**; An Ordinance of the  
86   Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 2, Section 25 of the  
87   Carmel City Code; Sponsor(s): Councilor(s) Rider, Worrell, Aasen, Finkam, Nelson and Campbell.  
88   Councilor Rider assigned the item to a Committee of the Whole.

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90   **PUBLIC HEARINGS**

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92   Council President Rider announced the **First Reading of Ordinance D-2656-22**; An Ordinance of the  
93   Common Council of the City of Carmel, Indiana, Vacating Right-of-Way Located Within the Lot One  
94   Redevelopment Project. Councilor Worrell moved to introduce the item into business. Councilor Nelson  
95   seconded. Jon Oberlander, Corporation Counsel, addressed Council. The item was held over until the next  
96   meeting for a public hearing.

97 **NEW BUSINESS**

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99 Council President Rider announced **Resolution CC-12-19-22-01**: A Resolution of the Common Council  
100 of the City of Carmel, Indiana, Authorizing the Cash Defeasance and Retirement of Certain  
101 Redevelopment District Bonds, Approving the Form of an Amended and Restated Revenue Deposit  
102 Agreement and Authorizing Matters Related Thereto. Councilor Worrell moved to introduce the item into  
103 business. Councilor Nelson seconded. Heidi Amspaugh, Baker Tilly, presented to Council. Council  
104 President Rider referred the item to the Finance, Utilities and Rules Committee.  
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106 Council President Rider announced **Resolution CC-12-19-22-02**: A Resolution of the Common Council  
107 of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Old Town Economic  
108 Development Area (Concourse Allocation Area). Councilor Worrell moved to introduce the item into  
109 business. Councilor Nelson seconded. Henry Mestetsky, Executive Director of the Carmel Redevelopment  
110 Commission, presented the item to Council. Councilor Aasen moved to approve Resolution CC-12-19-22-  
111 02. Councilor Finkam seconded. There was no Council discussion. Council President Rider called for the  
112 vote. **Resolution CC-12-19-22-02** was approved 8-0  
113

114 Council President Rider announced **Resolution CC-12-19-22-03**: A Resolution of the Common Council  
115 of the City of Carmel, Indiana, Approving a Transfer of Funds in the 2022 Department of Redevelopment  
116 Budget. Councilor Worrell moved to introduce the item into business. Councilor Nelson seconded. Jon  
117 Oberlander presented the item Council. Councilor Finkam moved to amend the resolution as follows: Line  
118 23 change the amount from \$400 to \$100 for money being moved from 4120000 - Deferred  
119 Compensation, strike line 34 so no money is being moved from 4348000 – Electricity, and on line 34  
120 4348500 – Water & Sewer increase the amount to \$2,000 from \$1,600. Councilor Nelson seconded. There  
121 was no Council discussion. Council President Rider called for the vote. The motion to amend was  
122 approved 8-0. Councilor Finkam moved to approve Resolution CC-12-19-22-03 As Amended. Councilor  
123 Nelson seconded. There was no Council discussion. Council President Rider called for the vote.  
124 **Resolution CC-12-19-22-03 As Amended** was approved 8-0.  
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126 Council President Rider announced **Resolution CC-12-19-22-04**: A Resolution of the Common Council  
127 of the City of Carmel, Indiana, Approving a Transfer of Funds Within the 2022 Parks Department Budget.  
128 Councilor Worrell moved to introduce the item into business. Councilor Green seconded. Councilor  
129 Worrell introduced the item to Council. Councilor Aasen moved to approve Resolution CC-12-19-22-04.  
130 Councilor Campbell seconded. There was no Council discussion. Council President Rider called for the  
131 vote. **Resolution CC-12-19-22-04** was approved 8-0  
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134 Council President Rider announced **Resolution CC-12-19-22-05**: A Resolution of the Common Council  
135 of the City of Carmel, Indiana, Authorizing a Transfer of Funds Within the 2022 Carmel Fire Department  
136 Budget. Councilor Worrell moved to introduce the item into business. Councilor Green seconded. Chief  
137 David Haboush, Carmel Fire Department, presented the item to Council. Councilor Aasen moved to  
138 approve Resolution CC-12-19-22-05. Councilor Finkam seconded. There was no Council discussion.  
139 Council President Rider called for the vote. **Resolution CC-12-19-22-05** was approved 8-0  
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141 Council President Rider announced **Resolution CC-12-19-22-06**: A Resolution of the Common Council  
142 of the City of Carmel, Indiana, Approving a Transfer of Funds Between the 2022 Department of  
143 Community Services Budget and the Non-Reverting Carmel Historic Preservation Fund (#507). Councilor  
144 Aasen moved to introduce the item into business. Councilor Nelson seconded. Jon Oberlander presented  
145 to Council. Councilor Aasen moved to amend the item by changing the amount from \$72,459.47 to  
146 \$68,826.15. Councilor Nelson seconded. There was no Council discussion. Council President Rider called

for the vote. The motion to amend was approved 8-0. Councilor Aasen moved to approve Resolution CC-12-19-22-06 As Amended. Councilor Nelson seconded. There was no Council discussion. Council President Rider called for the vote. **Resolution CC-12-19-22-06 As Amended** was approved 8-0

Council President Rider announced **Resolution CC-12-19-22-07**: A Resolution of the Common Council of the City of Carmel, Indiana, Authorizing the Investment of Public Funds Pursuant to IC 5-13-9-5. Councilor Aasen moved to introduce the item into business. Councilor Campbell seconded. Jon Oberlander presented the item to Council. Councilor Nelson moved to approve Resolution CC-12-19-22-07. Councilor Finkam seconded. There was no Council discussion. Council President Rider called for the vote. **Resolution CC-12-19-22-07** was approved 8-0

Council President Rider announced the **First Reading of Ordinance D-2661-22**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 2, Article 4, Section 2-146 and Adding Chapter 2, Article 4, Section 2-153 to the Carmel City Code. Councilor Aasen moved to introduce the item into business. Councilor Campbell seconded. Councilor Aasen introduced the item to Council. Councilor Nelson moved to suspend the rules and act on this tonight. Councilor Aasen seconded. There was no Council discussion. Council President Rider called for the vote. The motion was approved 8-0. Councilor Nelson moved to approve Ordinance D-2661-22. Councilor Aasen seconded. There was no Council discussion. Council President Rider called for the vote. **Ordinance D-2661-22** was approved 8-0.

## **OTHER BUSINESS**

**City Council Appointments** – The following appointments were made by acclamation.

Carmel Redevelopment Commission (Terms Expire 12/31/23, one-year terms); Two appointments. Dave Bowers and Jeff Worrell

Carmel City Center Community Development Corporation (4CDC) (Term Expires 12/31/23, one-year term); One appointment. Deborah Schmitz

Carmel Police Department Merit Board (Term Expires 1/1/25, two-year term); One appointment. Alana Shane

Carmel Fire Department Merit Board (Term Expires 1/1/25, two-year term); One appointment. Gary Dufek

Carmel Ethics Board (Republican) (Term Expires 1/1/25, two-year term); One appointment. Mike Kuhfeld

Carmel Advisory Committee on Disability (Terms Expire 12/31/24, two-year terms); Two appointments. Melissa Keyes and Tim Paramore

## **Carmel Plan Commission Nomination**

Councilor Worrell nominated Adam Assen to serve on the Plan Commission. Councilor Campbell seconded. Councilor Aasen was appointed by acclimation to serve until 12/31/23

The following items were tabled and no appointments were made.

Carmel Economic Development Commission (Term Expires 1/31/26, three-year term); One appointment.

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Carmel Audit Committee (Terms Expire 12/31/23 and 12/31/24, two-year terms); Two appointments.

**Election of 2023 Council Positions**

Councilor Aasen nominated Councilor Worrell to be Council President. Councilor Campbell seconded and moved to close nominations. Councilor Worrell was elected by acclamation to serve as Council president for 2023.

Councilor Worrell nominated Councilor Campbell to be Council Vice-President. Councilor Hannon seconded. Councilor Aasen moved to close nominations. Councilor Campbell was elected by acclamation to serve as Council Vice-President for 2023.

**ADJOURNMENT**

Council President Rider adjourned the meeting at 6:52 p.m.

Respectfully submitted,

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Sue Wolfgang, Clerk

Approved,

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Kevin Rider, Council President

**ATTEST:**

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Sue Wolfgang, Clerk

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# COMMON COUNCIL SPECIAL MEETING MINUTES

FRIDAY, DECEMBER 30, 2022 – 8:00 A.M.  
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

## **MEETING CALLED TO ORDER**

Council President Kevin D. Rider; Council Members: Adam Aasen, Anthony Green, Miles Nelson, Sue Finkam and Deputy Clerk Jacob Quinn were present.

Councilors Laura Campbell, Jeff Worrell, Timothy Hannon and H. Bruce Kimball were not present.

Council President Rider called the meeting to order at 8:00 a.m.

## **CLAIMS**

Councilor Green moved to approve Claims. Councilor Aasen seconded. There was no Council discussion. Council President Rider called for the vote. Claims were approved 5-0.

1. Payroll \$3,236,633.14 and \$3,191,269.23
2. General Claims \$1,283,573.21

## **ADJOURNMENT**

Council President Rider adjourned the meeting at 8:01 a.m.

Respectfully submitted,

\_\_\_\_\_  
Sue Wolfgang, Clerk

Approved,

\_\_\_\_\_  
Kevin Rider, Council President

**ATTEST:**

\_\_\_\_\_  
Sue Wolfgang, Clerk

# CITY COUNCIL JANUARY 2023 REPORT

REPORTING ON NOVEMBER 2022 FINANCES

DECEMBER 2022 ACTIVITIES



## STRATEGIC HIGHLIGHTS

- Construction progressing on the following projects:
  - Playfair-Holland building in City Center
  - Hamilton West in City Center
  - Mélange
  - The Signature
  - First on Main
  - Magnolia
  - The Corner
  - The Wren
  - The Windsor
  - Republic Airways (Hamilton Crossing)
  - Proscenium II

## FINANCIAL SNAPSHOT

<b>November Beginning Balance</b>	<b>\$ 6,658,493</b>
<b>November Revenues</b>	<b>\$ 354,816</b>
<b>November Transfers</b>	<b>\$ (36,512)</b>
<b>November Expenditures</b>	<b>\$ 202,231</b>
<b>November Ending Balance Without Reserve Funds</b>	<b>\$ 6,774,567</b>
<b>Supplemental Reserve Fund</b>	<b>\$ 7,720,439</b>
<b>City Center Bond Reserve</b>	<b>\$ 287,560</b>
<b>Midtown Bond Reserve</b>	<b>\$ 523,358</b>
<b>Midtown West Bond Reserve</b>	<b>\$ 311,194</b>
<b>November Balance With Reserve Funds</b>	<b>\$ 15,617,119</b>

# FINANCIAL STATEMENT

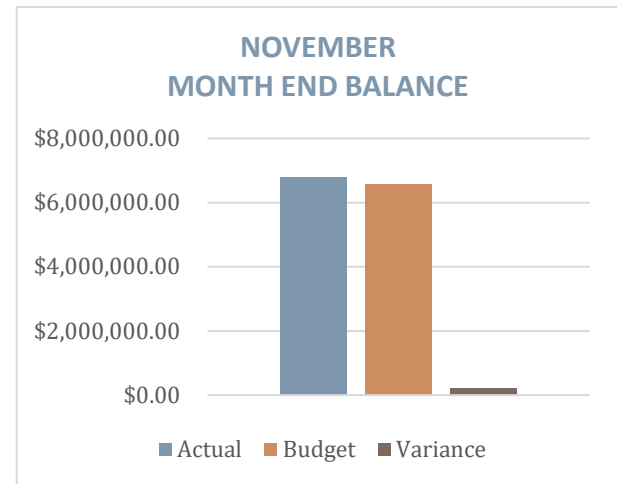
## Financial Statement

### NOVEMBER MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds	\$ 6,774,567
Ending Balance with Restricted Funds	\$ 15,617,119

### SUMMARY OF CASH

For the Month Ending November 2022



DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
<b>Cash Balance 11/1/22</b>			
1101 Cash	\$ 4,443,633.01	\$ 4,443,633.01	\$ -
1110 TIF	\$ 2,214,860.38	\$ 2,214,860.38	\$ -
<b>Total Cash</b>	\$ 6,658,493.39	\$ 6,658,493.39	\$ -
<b>Receipts</b>			
1101 Cash	\$ 292,998.34	\$ 91,949.84	\$ 201,048.50
1110 TIF	61,818.57	61,818.57	-
Developer Payments	-	-	-
Transfers to Reserves (TIF)	-	-	-
Transfers to Reserves (non-TIF)	\$ (36,512.00)	\$ -	\$ (36,512.00)
Transfer to SRF	-	-	-
<b>Total Receipts</b>	\$ 318,304.91	\$ 153,768.41	\$ 164,536.50
<b>Disbursements</b>			
1101 Cash	\$ 193,826.96	\$ 182,799.54	\$ (11,027.42)
1110 TIF	\$ 8,404.30	\$ 51,780.78	\$ 43,376.48
<b>Total Disbursements</b>	\$ 202,231.26	\$ 234,580.32	\$ 32,349.06
1101 Cash	\$ 4,506,292.39	\$ 4,352,783.31	\$ 153,509.08
1110 TIF	\$ 2,268,274.65	\$ 2,224,898.17	\$ 43,376.48
<b>Cash Balance 11/30/22</b>	\$ 6,774,567.04	\$ 6,577,681.48	\$ 196,885.56
<b>Total Usable Funds</b>	\$ 6,774,567.04	\$ 6,577,681.48	\$ 196,885.56

# FINANCIAL STATEMENT

## FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end November 2022

### RESTRICTED FUNDS

Supplemental Reserve Fund	\$7,720,439
City Center Bond Reserve	\$287,560
Midtown Bond Reserve	\$523,358
Midtown West Bond Reserve	\$311,194
<b>Sub-total:</b>	<b><u>\$8,842,552</u></b>

### UNRESTRICTED FUNDS

TIF	\$2,268,275
Non TIF	\$4,506,292
<b>Sub-total:</b>	<b><u>\$6,774,567</u></b>
<b>Total Funds</b>	<b><u>\$15,617,119</u></b>

### OUTSTANDING RECEIVABLES

Initial Energy Consumption Fee for The Mezz \$692,822

TOTAL OUTSTANDING RECEIVABLES \$692,822

## STATEMENT OF CHANGES IN EQUITY

MONTH END: NOVEMBER 2022

DESCRIPTION	REVENUE	EXPENSES
<b>Total Receipts (TIF)</b>	\$ 61,818.57	
<b>Total Receipts (Non-TIF)</b>	\$ 256,486.34	
<b>Expenditures (TIF)</b>		\$ 8,404.30
<b>Expenditures (Non-TIF)</b>		\$ 193,826.96



# FINANCIAL UPDATE

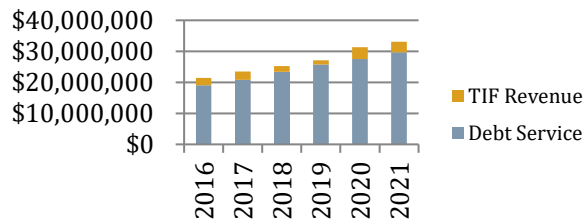
## Financial Update

### TIF REVENUE AND DEBT

Estimated 2022 TIF revenue and PIATT payments available for CRC use is \$33,147,281.

#### DEBT PAYMENTS

Month	Payment
June 2022	\$15,522,157
December 2022	\$15,527,861



# PROJECT UPDATES

## Project Updates

### CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

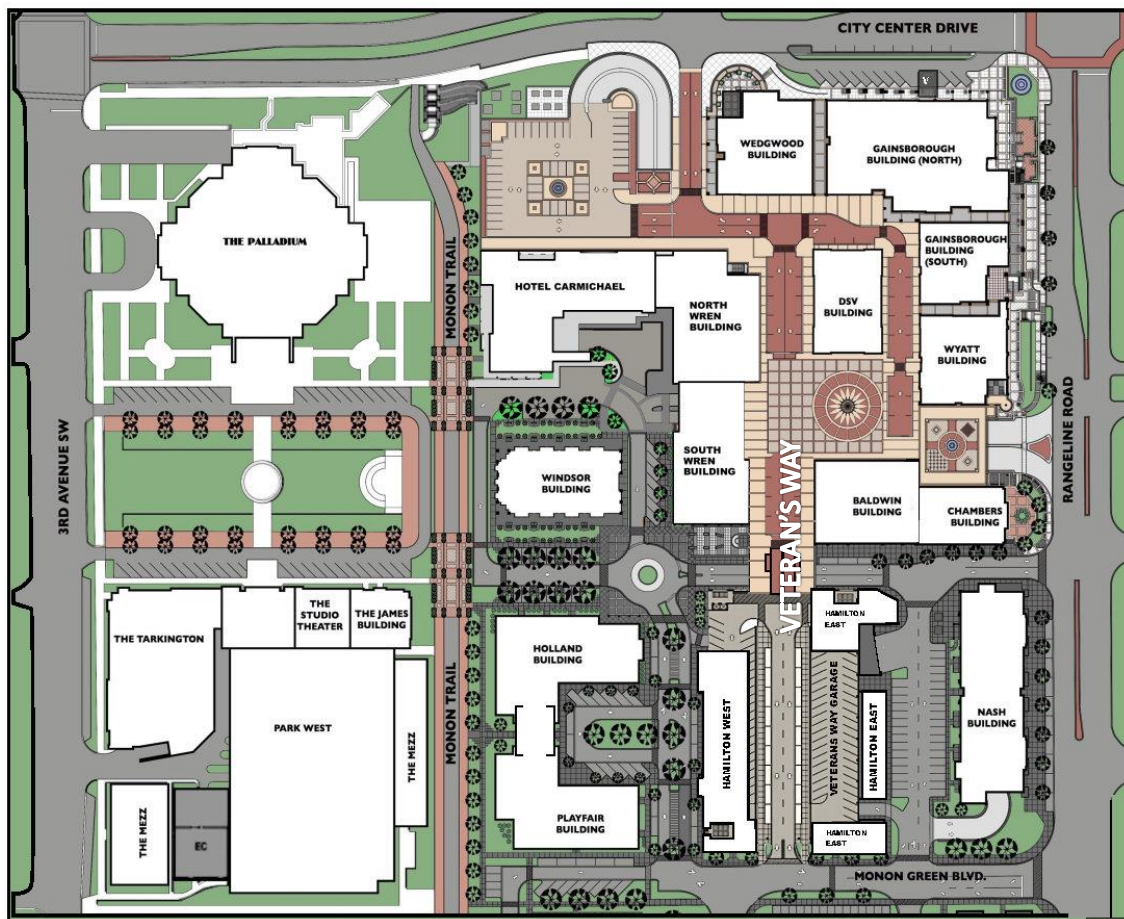


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

# PROJECT UPDATES

## 1) Project Status – *(changes noted below.)*

### CRC Contract Amounts:

City Center Bond: \$ 16,214,875.00

2016 TIF Bond: \$ 2,598,314.00 (5<sup>th</sup> Floor of Park East garage)

Site Construction Contract Amounts: \$1,442,962 – Smock Fansler, contractor - Complete

Veterans Way Extension Project Amounts: \$3,403,000 – Hagerman, contractor – Complete

Parcel 73 Site work: \$149,600 – Smock Fansler, contractor

PROJECT	USE	PROJECT DATES	DESIGN RENDERINGS PROVIDED BY PEDCOR
<b>Veterans Way Garage</b>	<p>A five-story parking structure with 735 parking spaces</p> <p>Open to the public on 9/22/17</p>	<p>Completed in May 2017</p> <p>Contract Amt. \$13,954,683</p>	
<b>Baldwin/Chambers</b>	<p>A four-story building, of approximately 64,000 square feet, which will include luxury apartments and commercial retail/office space.</p> <p>Approx. 26 Apartments</p> <p>Hagerman is the contractor.</p>	<p>Completed in June 2018</p>	
<b>Pedcor Office 5</b>	<p>A two-story building, of approximately 20,000 square feet, which will include office space.</p>	<p>Start: Fall 2015</p> <p>Completed Q4 2017</p>	Tenants have moved into the new building

# PROJECT UPDATES

<b>Kent</b>	<p>A three-story building, of approximately 111,000 square feet of luxury apartments.</p> <p>Site drawings were approved by the CRC Architectural Committee.</p>	<p>Start: Summer 2018</p> <p>Complete: June 2021</p>	<p>Site Construction – Start: Spring 2018 Site Work Awarded – Spring 2018 Building Construction – Start: Summer 2018 Building Complete June 2021 - Pool and Site work is still under construction</p> 
<b>Hamilton (Park East commercial/residential buildings)</b>	<p>Hamilton East: 5 ground floor residential two-story townhomes; 7,954 SF of ground floor commercial space Hamilton West: 13,992 SF of ground floor commercial space</p>	<p>Start: Summer 2018</p>	<p>Hamilton East - Construction commenced: Summer 2018, completed Summer 2019 Hamilton West – Construction commenced: Summer 2020, currently under construction</p>
<b>Playfair and Holland</b>	<p>A five-story building, of approximately 178,000 square feet, which will include 112 luxury apartments and commercial retail/office space.</p>	<p>Start: September 2019</p> <p>Approx. 112 Apartments</p>	<p>Currently under construction.</p> 
<b>Windsor</b>	<p>A four-story building, of approximately 64,000 square feet.</p>	<p>Start: Summer 2022</p>	
<b>Wren</b>	<p>A six-story building of approximately 157,000 square feet, which will include luxury apartments and commercial office/retail space.</p>	<p>Start: Summer 2020</p>	 <p>Construction started Summer 2020</p>

# PROJECT UPDATES

Note: All completion dates indicated above are per the Completion Guaranties executed between the CRC and Pedcor. Should Pedcor miss these dates they are obligated to cover the debt obligations.

## 2) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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## 3) CRC Commitments

An overview of commitments has been uploaded to the CRC website.

Most significantly, the CRC committed to publicly bid a four-story parking garage with not less than 620 parking spaces which has been completed and is available for public use. The CRC also commits to coordinate any significant site plan changes requested by Pedcor with City Council.



# PROJECT UPDATES



## PROSCENIUM

- 1) Developer Partner(s): Novo Development Group
- 2) Economic Development Area: 126<sup>th</sup> Street
- 3) Project Summary: Mixed-use development, multiple buildings.
  - 1) 197 Apartments; 22 for-sale condos
  - 2) Approx. 140,000 SF of office and retail space
  - 3) Approx. 450 parking spaces (public and private)

Total project budget: \$60,000,000

- 4) Anticipated Project Schedule

Design Start	2016
Construction Start	2018
Construction Complete (tentative)	2022

- 5) Construction Milestones: Construction is ongoing.
- 6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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- 7) CRC Commitments

No commitments by the CRC have been made.

The City will be relocating and burying Duke Energy's transmission line and completing road improvements adjacent to the development.



# PROJECT UPDATES

December 2022



## MELANGE

- 1)Developer Partner(s): Onyx + East
- 2)Economic Development Area:  
Firehouse
- 3)Project Summary: 45 for-sale townhomes and approximately 12 for-sale flats
- 4)Total project budget: \$30,000,000
- 5)Anticipated Project Schedule

TIF Request	2020
Construction Start	May 2021

- 6)Construction Milestones: Construction is underway.

- 7)CRC Commitments

CRC contributed land to the development of this project, relocated the CFD generator, and is funding infrastructure, road work, and utility relocations with TIF.

- 8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

Rendering





# PROJECT UPDATES

Rendering



## CIVIC SQUARE GARAGE

- 1) CRC Design-Build Project
- 2) Economic Development Area: Carmel City Center/Carmel City Center Amendment
- 3) Project Summary:
  - 303-space parking garage
  - 255 spaces will be open to the public
  - 48 spaces are reserved for owner-occupied condos that will line the west and north sides of the garage (to be developed as part of a future CRC project)
- 4) Total project budget: \$9,700,000
- 5) Anticipated Project Schedule

Construction Start	January 2022
Construction End	Mid 2022

- 6) Construction Milestones: Garage is now open for public use.
- 7) CRC Commitments  
The CRC will be involved with development and construction of the parking garage
- 8) Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

September 2022



September 2022





# PROJECT UPDATES

Rendering



## FIRST ON MAIN

1)Developer Partner(s): Lauth Group, Inc.

2)Economic Development Area: Lot One

3)Project Summary:

- 310-space public parking garage
- Four-story, 73,000 SF Class-A office building with first floor restaurant space and a private rooftop terrace
- 8 condominiums
- 35 apartments
- Community gathering plaza featuring the City's Rotary Clock

4)Total project budget: \$35,000,000

5)Anticipated Project Schedule

Construction Start	Fall 2021
Construction End	Late summer 2023

6)Construction Milestones: Construction is underway.

7)CRC Commitments

CRC contributed the land for this development. Future commercial taxes from the project (TIF) are being used to fund infrastructure improvements that may include the garage, utility relocations, and roadway improvements.

8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC



December 2022

# PROJECT UPDATES

Rendering



December 2022

## THE SIGNATURE

1)Developer Partner(s): Tegethoff Development and Great Lakes Capital

2)Economic Development Area: Main and Old Meridian

3)Project Summary:

- 8 owner-occupied flats/condos
- 295 luxury apartments
- 15k sf of office/retail
- 374 structured parking spaces
- Dedication of land for future street

4)Total project budget: \$78,000,000

5)Anticipated Project Schedule

Construction Start	November 2021
Construction End	

6)Construction Milestones: Construction is underway.

7)CRC Commitments:

Future commercial taxes from the project (TIF) are being used to fund infrastructure improvements that may include the garage, utility relocations, and roadway improvements.

8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

# PROJECT UPDATES



Rendering



December 2022

## MAGNOLIA

- 1)Developer Partner(s): Old Town Companies
- 2)Economic Development Area: Magnolia
- 3)Project Summary: Multi-phase development that will include six condominium buildings with five units per building, for a total of 30 for-sale condos, and future multi-family residential on the corner of City Center Drive and Rangeline Road.
- 4)Total project budget:
- 5)Anticipated Project Schedule

Construction Start	Fall 2021
Construction End	

- 6)Construction Milestones: Construction is underway.
- 7)CRC Commitments: CRC contributed the land for the development of this project.
- 8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC



December 2022



# PROJECT UPDATES

Rendering



December 2022



## THE CORNER

- 1)Developer Partner(s): Kite Reality Group
- 2)Economic Development Area: The Corner
- 3)Project Summary: mixed-use project consisting of 278 apartments, 25,000 square feet of office/retail space, and a free 364-space public parking garage
- 4)Total project budget: \$69,000,000
- 5)Anticipated Project Schedule

Construction Start	Late 2021
Construction End	

- 6)Construction Milestones: Construction is underway.
- 7)CRC Commitments  
Future commercial taxes from the project (TIF) are being used to construct the public parking garage, utility relocations, and streetscape improvements.
- 8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

# PROJECT UPDATES



## HAMILTON CROSSING

- 1)Developer Partner(s): Kite Reality Group and Pure Development, Inc.
- 2)Economic Development Area: Amended 126<sup>th</sup> Street
- 3)Project Summary: New home of Republic Airways. 105,000 square-foot training facility with 20 classrooms, 94 workstations, two cabin trainers, and eight flight simulators. The hotel adjacent to the training center will be expanded to 274 rooms. 1,900 jobs brought/created with Republic alone.
- 4)Total project budget: \$200,000,000 investment for Phase 1 and II
- 5)Anticipated Project Schedule

Construction Start	Fall 2021
Construction End	Early 2023

- 6)Construction Milestones: Construction is underway.
- 7)CRC Commitments

Future commercial taxes from the project (TIF) are being used to fund infrastructure improvements that may include the garage, utility relocations, and roadway improvements.

- 8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC





# PROJECT UPDATES



## PROSCENIUM II

- 1) Developer Partner(s): Novo Development Group
- 2) Economic Development Area: Amended 126<sup>th</sup> Street
- 3) Project Summary: Mixed-use development
  - i. 120 parking spaces
  - ii. 48 Apartments; 7 for-sale condos
  - iii. Approx. 15,000 SF of office and retail space
  - iv. Approx. Total project budget: \$18,000,000
- 4) Anticipated Project Schedule

Design Start	2021
Construction Start	2022
Construction Complete (tentative)	

- 5) Construction Milestones: Site work is underway.
- 6) Council and/or CRC Action Items

### ACTION ITEM

### CITY COUNCIL

### CRC

- 7) CRC Commitments

No commitments by the CRC have been made.

*Respectfully submitted,*

Henry Mestetsky  
Executive Director

Carmel Redevelopment Commission/Department  
December 28, 2022

*Prepared for City Council and the Redevelopment Commission*  
-End Report-

**RESOLUTION CC-12-19-22-01**

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA  
AUTHORIZING THE CASH DEFEASANCE AND RETIREMENT OF CERTAIN  
REDEVELOPMENT DISTRICT BONDS, APPROVING THE FORM OF AN AMENDED  
AND RESTATED REVENUE DEPOSIT AGREEMENT AND  
AUTHORIZING MATTERS RELATED THERETO

**Synopsis:**

*Resolution approves (1) the payment in full of all outstanding 2013 Redevelopment District Bonds that funded the Illinois Street project, and (2) related amendments to the TIF revenue deposit agreement between the City and the CRC.*

WHEREAS, the City of Carmel Redevelopment Commission (the “Commission”) pursuant to IC 36-7-14 (the “Act”) serves as the governing body of the City of Carmel Redevelopment District (the “District”); and

WHEREAS, the Commission has previously created certain “allocation areas” in order to capture property tax proceeds derived from incremental assessed valuation of real and certain depreciable personal property in such allocation areas which is in excess of the “base assessed value” (such property tax proceeds hereinafter referred to as “TIF Revenue”), all pursuant to and as described Indiana Code 36-7-14-39 and Indiana Code 36-7-14-39.3; and

WHEREAS, the Commission has previously incurred certain obligations (including the hereinafter defined 2013 Bonds) in order to finance certain improvements located in, or serving or benefitting, one or more of such allocation areas, and the Commission reasonably expects to repay such obligations from TIF Revenue to be received from such allocation areas; and

WHEREAS, the City of Carmel, Indiana (the “City”) and the Commission have previously executed the Amended and Restated Revenue Deposit Agreement, dated as of September 14, 2021 (the “Existing Revenue Deposit Agreement”), in order to establish a procedure for setting aside the TIF Revenue, as and when received, for the purpose of ensuring the timely payment of such obligations as the same shall become due in accordance with their respective terms, and to establish a supplemental reserve fund thereunder (the “Supplemental Reserve Fund”); and

WHEREAS, pursuant to Resolution No. 2013-5, adopted by the Commission on October 16, 2013 (the “Bond Resolution”), as approved by Resolution CC-11-04-13-02 (formerly CC-10-07-13-02), As Amended, adopted by the Common Council of the City (the “Common Council”) on November 4, 2013, the Commission, as governing body of the District and acting in the name of the City, issued its City of Carmel, Indiana Redevelopment District Bonds of 2013 (Illinois Street Project), on December 5, 2013 (the “2013 Bonds”), currently outstanding on the date hereof in the aggregate principal amount of \$4,830,000, and maturing or subject to mandatory sinking fund redemption in various amounts on each January 15 and July 15 with a final maturity date of January 15, 2035; and

WHEREAS, the 2013 Bonds maturing on and after July 15, 2022, are subject to redemption, at the option of the Commission, on January 15, 2022, or any date thereafter, upon

thirty (30) days' written notice, at 100% of the face value plus accrued interest to the date fixed for redemption; and

WHEREAS, the City and the Commission have determined, with the financial advice of Baker Tilly Municipal Advisors, LLC, as municipal advisor to the City and the Commission, that it is in the best interests of the City and the Commission to defease and retire the 2013 Bonds by applying funds of the Commission on deposit in the Supplemental Reserve Fund to the defeasance and retirement thereof; and

WHEREAS, a need exists to further amend and restate the Existing Revenue Deposit Agreement to (a) reflect the anticipated defeasance of the 2013 Bonds, (b) revise the requirements for the Supplemental Reserve Fund, and (c) add additional allocation areas, together with the additional TIF Revenues derived therefrom, to the terms of the agreement (collectively, the "2022 Amendments");

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, as follows:

1. Cash Defeasance and Retirement of 2013 Bonds. The Council hereby authorizes and approves of the use of amounts currently on deposit in the Supplemental Reserve Fund to defease and retire the outstanding 2013 Bonds. The Council hereby orders, authorizes and directs the City Controller to apply amounts on deposit in the Supplemental Reserve Fund to the defeasance and retirement of the 2013 Bonds as soon as can be done. The proper officers of the City are hereby authorized and directed to enter into such agreements or to take such actions and execute such documents, including providing any directions or notices related thereto, as they shall determine necessary to effect the cash defeasance and retirement of the 2013 Bonds.

2. Revenue Deposit Agreement. In order to facilitate the defeasance of the 2013 Bonds and add additional allocation areas to the terms thereof, the Mayor is hereby authorized to execute an Amended & Restated Revenue Deposit Agreement reflecting the 2022 Amendments, in substantially the form presented to this meeting.

3. Effectiveness. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor as required by law.



**PASSED** by the Common Council of the City of Carmel, this \_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_\_ ayes and \_\_\_\_ nays.

**COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA**

\_\_\_\_\_  
Kevin D. Rider, President

\_\_\_\_\_  
Jeff Worrell, Vice-President

\_\_\_\_\_  
Laura Campbell

\_\_\_\_\_  
H. Bruce Kimball

\_\_\_\_\_  
Sue Finkam

\_\_\_\_\_  
Anthony Green

\_\_\_\_\_  
Adam Aasen

\_\_\_\_\_  
Tim Hannon

\_\_\_\_\_  
Miles Nelson

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this \_\_\_\_ day of \_\_\_\_\_ 2022, at \_\_\_\_\_.M.

\_\_\_\_\_  
Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_ 2022, at \_\_\_\_\_.M.

\_\_\_\_\_  
James Brainard, Mayor

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Prepared by: Bruce D. Donaldson  
Barnes & Thornburg LLP  
11 South Meridian Street  
Indianapolis, IN 46204

November 10, 2022

Mr. Henry Mestetsky, Executive Director  
and Members of the City of Carmel  
Redevelopment Commission  
580 Veterans Way, Suite 100  
Carmel, Indiana 46032

Baker Tilly Municipal Advisors, LLC  
8365 Keystone Crossing, Ste 300  
Indianapolis, IN 46240  
United States of America

T: +1 (317) 465 1500  
F: +1 (317) 465 1550  
bakertilly.com

Re: Proposed Defeasance of Redevelopment District Bonds of 2013

Dear Henry and Members of the Redevelopment Commission:

We have prepared the attached schedules to assist you in the discussion of the defeasance of the Redevelopment District Bonds of 2013. The illustrative payoff would be payable from the Special Reserve Fund. The attached schedules (listed below) present unaudited and limited information. The use of these schedules should be restricted to this purpose as the information is subject to future revision.

Page

2	Illustrative Pay-Off Calculation
3	Comparison of Estimated CRC Revenues and Obligations and Coverage Analysis
4	District Obligations
5	Amortization of \$4,830,000 Principal Amount of Redevelopment District Bonds of 2013

In the preparation of these schedules, certain assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. We have not examined the underlying assumptions nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon nor do we have a responsibility to prepare subsequent reports.

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

Baker Tilly Municipal Advisors, LLC

**DRAFT**

Heidi L. Amspauagh, Principal

# CARMEL (INDIANA) REDEVELOPMENT COMMISSION

## *Proposed Defeasance of Redevelopment District Bonds of 2013*

### ILLUSTRATIVE PAY-OFF CALCULATION

Principal Outstanding (1)	\$4,830,000.00
Accrued Interest (1)	<u>73,218.75</u>
Defeasance Amount	4,903,218.75
Less: 2013 DSR (2)	<u>(572,713.00)</u>
<b>Net Defeasance Amount</b>	<b><u><u>\$4,330,505.75</u></u></b>
Accrual Begins	7/15/2022
Accrual Ends	12/15/2022 (3)
Day Count (60/180)	150

(1) See page 5.

(2) Represents the current balance as of November 9, 2022, per City officials.

(3) Assumes bonds defeased on December 15, 2022 at an interest rate of 3.0%.

(Subject to the comments in the attached letter  
dated November 10, 2022 of Baker Tilly Municipal Advisors, LLC.)

**CARMEL (INDIANA) REDEVELOPMENT COMMISSION**

*Proposed Defeasance of Redevelopment District Bonds of 2013*

**COMPARISON OF ESTIMATED CRC REVENUES AND OBLIGATIONS AND COVERAGE ANALYSIS**

Tax Collection Year	Total Estimated CRC Revenues (1)	Total District Obligations (2)	Annual CRC Revenues Surplus/ (Deficit) (3)	Annual Coverage (4)	Calculation of Cumulative Special Reserve			Cumulative Special Reserve (6)	Net Annual CRC Revenues Surplus/ (Deficit) (7)	Annual CRC Revenues Coverage
					Special Reserve Contribution (3)	Zotec Roundabout Repayment to Special Reserve (4)	Illustrative 2013 Redevelopment District Bonds Defeasance (5)			
2021	\$30,993,733	(\$25,467,132)	\$5,526,600	122%	\$1,000,000	\$64,095		\$7,163,885	\$4,590,696	118%
2022	30,188,940	(26,571,535)	3,617,406	114%	600,000	113,740		3,547,119	2,903,666	111%
2023	31,094,806	(27,927,763)	3,167,044	111%	600,000	134,880	(\$4,330,506)	4,281,999	2,432,164	109%
2024	30,934,435	(28,870,817)	2,063,619	107%	1,200,000	134,880		5,616,879	728,739	103%
2025	31,866,953	(29,509,102)	2,357,851	108%	1,400,000	134,880		7,151,759	822,971	103%
2026	32,771,399	(30,237,076)	2,534,324	108%	1,500,000	134,880		8,786,639	899,444	103%
2027	33,041,577	(30,538,636)	2,502,941	108%	1,500,000	134,880		10,421,519	868,061	103%
2028	33,569,111	(31,273,596)	2,295,515	107%	1,300,000	134,880		11,856,399	860,635	103%
2029	24,307,547	(21,319,396)	2,988,151	114%	1,600,000	134,880		13,591,279	1,253,271	106%
2030	24,261,470	(20,826,277)	3,435,193	116%	1,600,000	134,880		15,326,159	1,700,313	108%
2031	24,069,312	(20,819,596)	3,249,716	116%	1,300,000	134,880		16,761,039	1,814,836	109%
2032	22,456,296	(19,193,304)	3,262,992	117%		108,245		16,869,284	3,154,747	116%
2033	20,144,666	(16,080,147)	4,064,519	125%				16,869,284	4,064,519	125%
2034	20,248,959	(15,525,169)	4,723,791	130%				16,869,284	4,723,791	130%
2035	7,989,064	(12,422,500)	(4,433,436)	64%				12,435,848	(4,433,436)	64%
2036	7,471,961	(11,805,000)	(4,333,039)	63%				8,102,809	(4,333,039)	63%
2037	4,389,220	(11,957,547)	(7,568,327)	37%				534,482	(7,568,327)	37%
2038	3,452,980	155,966	3,608,946	N/A				534,482	3,608,946	N/A
2039	3,452,980		3,452,980	N/A				534,482	3,452,980	N/A
2040	3,452,980		3,452,980	N/A				534,482	3,452,980	N/A
2041	3,452,980		3,452,980	N/A				534,482	3,452,980	N/A
2042	3,062,800		3,062,800	N/A				534,482	3,062,800	N/A
2043	2,745,510		2,745,510	N/A				534,482	2,745,510	N/A
Totals	\$429,419,680	(\$380,188,626)	\$49,231,054		\$13,600,000	\$1,500,000	(\$4,330,506)		\$34,259,245	

(1) Includes General Tax Increment and Energy Consumption Revenue Payments unless otherwise noted.

(2) Does not include Obligations that are backed by CRC revenues, but payable from other expected revenues.

(3) Represents required CRC revenue contributions to the Special Reserve per the Amended and Restated Revenue Deposit Agreement.

(4) Assumes a \$1,500,000 draw on the Special Reserve for funding of the Zotec Headquarters roundabout. The draw will be repaid to the Special Reserve from Zotec TIF generated from the new Headquarters project.

(5) See page 2.

(6) Represents the accumulation of funds in the Special Reserve and assumes any annual deficits are paid from the Special Reserve.

(7) Represents the Special Reserve balance as of June 27, 2022 less the general June TIF contributions made for the semiannual Big TIF contribution plus the semiannual Zotec TIF distribution.

(8) Assumes area(s) expire.

(Subject to the comments in the attached letter  
dated November 10, 2022 of Baker Tilly Municipal Advisors, LLC.)

**CARMEL (INDIANA) REDEVELOPMENT COMMISSION**

**Proposed Defeasance of Redevelopment District Bonds of 2013**

**DISTRICT OBLIGATIONS**  
(Anticipated to be paid from CRC Revenues)

Tax Collection Year	2004A Bonds Debt Service	Combined 2020A and 2012B Lease Rentals	2013 Bonds Debt Service	Combined (PAC) 2005 CABs and 2020B Bonds	2016B Lease Rentals	2016C Refunding Lease Rentals	2017C-2 Lease Rentals	2019A-2 Lease Rentals	2021 Bonds Debt Service	Estimated Replacement SIC Payments	Estimated Arts Lofts Bonds	Estimated Memor & Main Installment Contract	Illustrative ARH Courtyards Infrastructure Repayment	Total
2021	\$915,124	\$10,742,000	\$553,925	\$7,735,000	\$940,000	\$1,237,000	\$1,380,000	\$723,000	\$1,241,084	\$0	\$0	\$0		\$25,467,132
2022	913,420	11,158,000	255,338	8,037,000	933,000	1,240,000	1,257,000	716,000	2,081,777	0	0	0		26,571,535
2023	908,391	10,496,000		9,542,000	1,202,000	1,237,000	1,332,000	720,000	2,500,372	0	0	0		27,927,763
2024		11,770,000		11,299,000	1,272,000	1,237,000	1,277,000	717,000	1,298,817	0	0	0		28,870,817
2025		12,177,000		11,365,000	1,397,000	1,243,000	1,173,000	714,000	1,440,102	0	0	0		29,509,102
2026		12,480,000		11,456,000	1,595,000	1,241,000	1,070,000	715,000	1,378,536	0	0	0	\$301,540	30,237,076
2027		12,394,000		11,548,000	2,123,000	1,241,000	1,044,000	716,000	1,171,096	0	0	0	301,540	30,538,636
2028		12,319,000		11,643,000	1,557,000	1,239,000	1,864,000	715,000	1,333,516	0	0	0	603,080	31,273,596
2029		9,990,000		4,551,000		1,241,000	1,554,000	712,000	2,532,446	445,110	0	0	293,840	21,319,396
2030		8,868,000		4,582,000		1,241,000	2,094,000	697,000	2,533,260	811,017	0	0		20,826,277
2031		8,864,000		4,601,000		1,237,000	2,097,000	697,000	2,531,075	792,521	0	0		20,819,596
2032		8,662,000		4,605,000		1,239,000	669,000	714,000	2,530,279	774,025	0	0		19,193,304
2033		9,681,000				1,240,000	1,159,000	714,000	2,530,618	755,529	0	0		16,080,147
2034		9,613,000				1,242,000	1,054,000	718,000	2,527,354	370,815	0	0		15,525,169
2035		11,801,000				621,500					0	0		12,422,500
2036		11,805,000									0	0		11,805,000
2037		11,804,000									153,547	0		11,957,547
2038											(155,966)	(155,966)		(155,966)
Totals	\$2,736,935	\$184,614,000	\$809,263	\$100,964,000	\$11,019,000	\$17,976,500	\$19,024,000	\$9,988,000	\$27,610,329	\$3,949,017	\$0	(\$2,419)	\$1,500,000	\$380,188,626

Note: Information pulled from Carmel Redevelopment Commission's TIF Annual Report dated July 8, 2022.

(Subject to the comments in the attached letter  
dated November 10, 2022 of Baker Tilly Municipal Advisors, LLC.)

**CARMEL (INDIANA) REDEVELOPMENT COMMISSION**

***Proposed Defeasance of Redevelopment District Bonds of 2013***

**AMORTIZATION OF \$4,830,000 PRINCIPAL AMOUNT OF  
REDEVELOPMENT DISTRICT BONDS OF 2013  
2013 Bonds dated December 5, 2013**

Bond Payment Date	Principal Outstanding	Principal	Interest Rate (%)	Interest	Total Debt Service	Budget Year Debt Service
01/15/23	\$4,830,000	\$165,000	3.00	\$87,862.50	\$252,862.50	\$254,100.00
07/15/23	4,665,000	130,000	3.00	85,387.50	215,387.50	
01/15/24	4,535,000	135,000 (1)	3.00	83,437.50	218,437.50	433,825.00
07/15/24	4,400,000	220,000 (1)	3.00	81,412.50	301,412.50	
01/15/25	4,180,000	225,000 (2)	3.00	78,112.50	303,112.50	604,525.00
07/15/25	3,955,000	235,000 (2)	3.00	74,737.50	309,737.50	
01/15/26	3,720,000	240,000 (3)	3.50	71,212.50	311,212.50	620,950.00
07/15/26	3,480,000	260,000 (3)	3.50	67,012.50	327,012.50	
01/15/27	3,220,000	265,000 (4)	3.50	62,462.50	327,462.50	654,475.00
07/15/27	2,955,000	270,000 (4)	3.50	57,825.00	327,825.00	
01/15/28	2,685,000	275,000 (5)	3.75	53,100.00	328,100.00	655,925.00
07/15/28	2,410,000	205,000 (5)	3.75	47,943.75	252,943.75	
01/15/29	2,205,000	210,000	4.00	44,100.00	254,100.00	507,043.75
07/15/29	1,995,000			39,900.00	39,900.00	
01/15/30	1,995,000			39,900.00	39,900.00	79,800.00
07/15/30	1,995,000			39,900.00	39,900.00	
01/15/31	1,995,000			39,900.00	39,900.00	79,800.00
07/15/31	1,995,000			39,900.00	39,900.00	
01/15/32	1,995,000			39,900.00	39,900.00	79,800.00
07/15/32	1,995,000			39,900.00	39,900.00	
01/15/33	1,995,000			39,900.00	39,900.00	79,800.00
07/15/33	1,995,000	345,000	4.00	39,900.00	384,900.00	
01/15/34	1,650,000	355,000 (6)	4.00	33,000.00	388,000.00	772,900.00
07/15/34	1,295,000	625,000 (6)	4.00	25,900.00	650,900.00	
01/15/35	670,000	670,000	4.00	13,400.00	683,400.00	1,334,300.00
Totals		<u>\$4,830,000</u>		<u>\$1,326,006.25</u>	<u>\$6,156,006.25</u>	<u>\$6,157,243.75</u>

(1) \$355,000 of Term Bonds due July 15, 2024.

(2) \$460,000 of Term Bonds due July 15, 2025.

(3) \$500,000 of Term Bonds due July 15, 2026.

(4) \$535,000 of Term Bonds due July 15, 2027.

(5) \$480,000 of Term Bonds due July 15, 2028.

(6) \$980,000 of Term Bonds due July 15, 2034.

(Subject to the comments in the attached letter  
dated November 10, 2022 of Baker Tilly Municipal Advisors, LLC.)

---

AMENDED & RESTATED REVENUE DEPOSIT AGREEMENT

Between

CITY OF CARMEL, INDIANA,

And

CITY OF CARMEL REDEVELOPMENT COMMISSION

Dated as of \_\_\_\_\_, 2023

---

## AMENDED & RESTATED REVENUE DEPOSIT AGREEMENT

This AMENDED & RESTATED REVENUE DEPOSIT AGREEMENT, dated as of \_\_\_\_\_, 2023 (the “Agreement”), is being entered into between the CITY OF CARMEL, INDIANA (the “City”), a political subdivision duly created and validly existing under the laws of the State of Indiana (the “State”), and the CITY OF CARMEL REDEVELOPMENT COMMISSION (the “Commission”), as governing body of the City of Carmel Redevelopment District (the “District”), a special taxing district duly created and validly existing under the laws of the State (each, a “Party” and, collectively, the “Parties”).

### WITNESSETH

WHEREAS, the Commission, as the governing body for the District pursuant to the Act (as hereinafter defined), has previously created the Allocation Areas described in Exhibit A attached hereto in order to capture property tax proceeds derived from incremental assessed valuation of real and certain depreciable personal property in such Allocation Areas which is in excess of the “base assessed value” (such property tax proceeds hereinafter referred to as “TIF Revenue”), all pursuant to and as described in Sections 39 and 39.3 of the Act; and

WHEREAS, the Commission has previously incurred and expects to incur certain obligations in order to finance or refinance certain improvements located in or serving or benefitting one or more of the Allocation Areas; and

WHEREAS, the Commission reasonably expects to repay such obligations from TIF Revenue to be received from the Allocation Areas and other revenues of the Commission; and

WHEREAS, the City and the Commission desire to establish a procedure for setting aside the TIF Revenue as and when received to ensure the timely payment of such obligations as the same shall become due in accordance with their respective terms;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the Parties now desire to enter into this Agreement and hereby agree as follows:



## ARTICLE I

### DEFINITIONS

The following words and phrases shall have the following meanings, unless the context or use clearly indicates another or different meaning or intent. Any terms defined in the Act or other Indiana statutes, but not otherwise defined herein, shall have the meanings specified in the Act or other Indiana statutes, unless the context or use clearly indicates another or different meaning or intent.

“Act” means Indiana Code 36-7-14, Indiana Code 36-7-25, and all related and supplemental statutes conferring powers or authority on the Commission.

“Allocation Areas” means, collectively, the allocation areas identified on Exhibit A attached hereto and made a part hereof, which have been or are in the process of being established by the Commission in accordance with the Act for the purposes of capturing TIF Revenue.

“Allocation Funds” means, collectively, the allocation funds established by the Commission in accordance with the Act for each of the allocation areas identified on Exhibit A hereto, for the TIF Revenue collected in the respective Allocation Areas.

“Auditor” shall mean the Auditor of Hamilton County, Indiana.

“Business Day” or “business day” means a day other than Saturday, Sunday or day on which banking institutions in the city in which the principal corporate trust office of the Deposit Trustee is located are required or authorized by law to close or on which the New York Stock Exchange is closed.

“City” shall mean the City of Carmel, Indiana.

“Controller” means the Controller of the City.

“Commission” means the City of Carmel Redevelopment Commission, governing body of the District.

“District” means the City of Carmel Redevelopment District.

“Energy Center Contracts” means, collectively, the three Energy Consumption Agreements between the City of Carmel Utilities Department and Carmel Civic Square Building Corporation, each dated as of November 1, 2010, relating to the City Hall, Fire Station and Police Station buildings.

“Illinois Street Allocation Areas” means, collectively, the Illinois Street Allocation Area, the Illinois Street Expansion Allocation Area and the Amended Illinois Street Allocation Area.

“PAC Bonds” means, collectively, the 2005 Bonds and the 2020B Bonds.

“Payment Date” means (i) with respect to the 2006 COIT Bonds, June 15 and December 15 of each year; (ii) with respect to the PAC Bonds, the 2010C COPS, the 2016 Bonds, the 2017C-2 Bonds and the 2019A-2 Bonds, January 1 and July 1 of each year; (iii) with respect to the 2012 Bonds, the 2011 Installment Purchase Agreement and the 2021 Bonds, January 15 and July 15 of each year; and (iv) with respect to the 2011A Bonds and the 2017 Installment Purchase Contract, February 1 and August 1 of each year.

“State” shall mean the State of Indiana.

“TIF Revenue” means the property tax proceeds received by the Commission, which the Commission reasonably expects to use for the repayment of the obligations described in Section 2.1 of this Agreement when due, which proceeds are derived from the incremental assessed valuation of real and certain depreciable personal property in the Allocation Areas in excess of the assessed valuation described in Section 39(b)(1) of the Act, as such statutory provision exists on the date of execution of this Agreement.

“2004 Bonds” means the City of Carmel Redevelopment District Tax Increment Revenue Bonds, Series 2004A (Illinois Street Project).

“2005 Bonds” means the City of Carmel, Indiana, Redevelopment Authority Lease Rental Revenue Bonds, Series 2005, dated December 21, 2005, issued in the original aggregate issued amount of \$79,998,227.15.

“2010C COPS” means the City of Carmel, Indiana, Redevelopment District Certificates of Participation, Series 2010C, dated November 12, 2010, issued in the original aggregate principal amount of \$16,300,000, and any obligations issued to refinance all or a portion of the outstanding 2010C COPS, including the City of Carmel Redevelopment Authority Lease Rental Refunding Bonds, Series 2016C (Energy Center Project), dated May 5, 2016, issued in the original aggregate principal amount of \$15,164,000.

“2011 Installment Purchase Agreement” means the Installment Purchase Agreement, Secondary Number Two, dated December 7, 2011, between the Commission and Village Financial, LLC.

“2011A Bonds” means the City of Carmel, Indiana Senior Economic Development Revenue Bonds, Series 2011A (Arts District Lofts & Shoppes Project), dated July 28, 2011, issued in the original aggregate principal amount of \$9,630,000.

“2012 Bonds” means, collectively, (i) the 2020A Bonds (which refunded the City of Carmel, Indiana, Redevelopment Authority Lease Rental Revenue Multipurpose Bonds, Series 2012 A), and (ii) the City of Carmel, Indiana, Redevelopment Authority Lease Rental Revenue Multipurpose Bonds, Series 2012 B (Taxable), issued in the original aggregate principal amount of \$69,245,000, dated December 27, 2012.

“2016 Bonds” means the City of Carmel, Indiana, Redevelopment Authority Lease Rental Bonds, Series 2016B (Economic Development Projects), dated May 5, 2016, issued in the original aggregate principal amount of \$10,337,000.

“2017C-2 Bonds” means the City of Carmel, Indiana, Redevelopment Authority Taxable Lease Rental Bonds, Series 2017C-1 (TIF Supported), dated December 14, 2017, issued in the original aggregate principal amount of \$16,600,000.

“2017 Installment Purchase Contract” means the Installment Purchase Contract (Garage Air Parcel/Garage Component), dated June 16, 2017, between the Commission and Monon and Main, LLC.

“2019A-2 Bonds” means the City of Carmel, Indiana, Redevelopment Authority Taxable Lease Rental Bonds, Series 2019A-2 (TIF Supported), dated April 9, 2019, issued in the original aggregate principal amount of \$8,170,000.

“2020A Bonds” means the City of Carmel Redevelopment Authority Taxable Lease Rental Revenue Refunding Bonds, Series 2020A, dated October 7, 2020, issued in the original aggregate principal amount of \$125,195,000.

“2020B Bonds” means the City of Carmel Redevelopment Authority Taxable Lease Rental Revenue Refunding Bonds, Series 2020B, dated October 7, 2020, issued in the original aggregate principal amount of \$62,270,000.

“2021 Bonds” means the City of Carmel, Indiana, Taxable Redevelopment District Bonds of 2021, dated September 14, 2021, issued in the original aggregate principal amount of \$24,215,000.

“Transaction Documents” means, collectively, any trust indenture, installment payment contract, loan agreement, lease agreement or other instrument which has been previously executed by the Commission or the City of Carmel Redevelopment Authority in connection with the obligations described in Section 2.1 of this Agreement.

(End of Article I)

## ARTICLE II

### FUNDS AND ACCOUNTS

Section 2.1. Deposit of TIF Revenue. Upon the receipt of each distribution of TIF Revenue from the Auditor, the Controller shall set aside and transfer the TIF Revenue as follows:

(a) Prior to making any other transfers of TIF Revenue under this Agreement, the Controller shall first transfer to the paying agent for the 2004 Bonds an amount of TIF Revenue derived from the Illinois Street Allocation Areas sufficient to pay all amounts due with respect to the 2004 Bonds on the immediately succeeding payment date for the 2004 Bonds.

(b) Next, the Controller shall transfer to the paying agent for the 2010C COPs an amount of TIF Revenue equal to the lesser of: (i) all of such semi-annual distribution of TIF Revenue, or (ii) an amount of TIF Revenue sufficient to pay all amounts due with respect to the 2010C COPs on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take into account any other revenues or funds previously transferred by, or on behalf of, the Commission to the paying agent for the 2010C COPs and held by the paying agent to pay debt service on such Payment Date.

(c) Next, the Controller shall transfer to the bond trustee for the 2012 Bonds an amount of TIF Revenue equal to the lesser of: (i) all of the remainder of such semi-annual distribution of TIF Revenue, or (ii) an amount of TIF Revenue sufficient to pay all amounts due with respect to the 2012 Bonds on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take into account any other revenues or funds previously transferred by, or on behalf of, the Commission to the trustee for the 2012 Bonds and held by the trustee to pay debt service on such Payment Date.

(d) Next, the Controller shall transfer to the bond trustee for the 2016 Bonds an amount of TIF Revenue equal to the lesser of: (i) all of the remainder of such semi-annual distribution of TIF Revenue, or (ii) an amount of TIF Revenue sufficient to pay all amounts due with respect to the 2016 Bonds on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take into account any other revenues or funds previously transferred by, or on behalf of, the Commission to the trustee for the 2016 Bonds and held by the trustee to pay debt service on such Payment Date.

(e) Next, the Controller shall transfer to the bond trustee for the 2017C-2 Bonds and the 2019A-2 Bonds an amount of TIF Revenue equal to the lesser of: (i) all of the remainder of such semi-annual distribution of TIF Revenue, or (ii) an amount of TIF Revenue sufficient to pay all amounts due with respect to the 2017C-2 Bonds and the 2019A-2 Bonds on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take into account any other revenues or funds previously transferred by, or on behalf of, the Commission to

the trustee for the 2017C-2 Bonds and the 2019A-2 Bonds and held by the trustee to pay debt service on such Payment Date.

(f) Next, the Controller shall transfer to the bond trustee or paying agent for the 2021 Bonds an amount of TIF Revenue equal to the lesser of: (i) all of the remainder of such semi-annual distribution of TIF Revenue, or (ii) an amount of TIF Revenue sufficient to pay all amounts due with respect to the 2021 Bonds on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take into account any other revenues or funds previously transferred by, or on behalf of, the Commission to the trustee or paying agent for the 2021 Bonds and held by the trustee or paying agent to pay debt service on such Payment Date

(g) Next, the Controller shall transfer to the bond trustee for the PAC Bonds an amount of TIF Revenue equal to the lesser of: (i) all of the remainder of such semi-annual distribution of TIF Revenue, or (ii) an amount of TIF Revenue sufficient to pay all amounts due with respect to the PAC Bonds on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take into account any other revenues or funds previously transferred by, or on behalf of, the Commission to the trustee for the PAC Bonds and held by the trustee to pay debt service on such Payment Date.

(h) Next, the Controller shall transfer to the bond trustee for the 2011A Bonds an amount of TIF Revenue equal to the lesser of: (i) all of the remainder of such semi-annual distribution of TIF Revenue, or (ii) an amount (if any) of TIF Revenue required to pay all amounts due with respect to the 2011A Bonds on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take into account any other revenues or funds previously transferred by, or on behalf of, the Commission to the trustee for the 2011A Bonds and held by the trustee to pay debt service on such Payment Date (including, without limitation, tax increment revenues derived from the Arts District Lofts & Shoppes Tax Allocation Area and pledged to the payment of the 2011A Bonds).

(i) Next, the Controller shall transfer to the Commission an amount of TIF Revenue equal to the lesser of: (i) all of the remainder of such semi-annual distribution of TIF Revenue, or (ii) an amount (if any) of TIF Revenue the Commission is required to pay under the 2017 Installment Purchase Contract on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take into account any other revenues or funds previously transferred by, or on behalf of, the Commission to make payments on the 2017 Installment Purchase Contract on such Payment Date (including, without limitation, tax increment revenues derived from the Monon & Main Allocation Area and pledged to the payment of the 2017 Installment Purchase Contract).

(j) Next, for years 2029 through 2034 only, the Controller shall transfer to the Commission any amounts the Commission is required to pay under the 2011 Installment Purchase Agreement on the immediately succeeding Payment Date; provided, however, in making any such transfers pursuant to this Section, the Controller shall take

into account any other revenues or funds previously transferred by, or on behalf of, the Commission to make payments on the 2011 Installment Purchase Agreement on such Payment Date.

(k) Next, the Controller shall transfer to a fund to be held as a supplemental reserve fund for all outstanding obligations referenced in this Agreement (the “Supplemental Reserve Fund”) the amounts of available TIF Revenue set forth in Exhibit B hereto in the years 2022-2031; provided, however, that the City and the Commission hereby agree to re-evaluate and renegotiate the amount of the required annual deposits into the Supplemental Reserve Fund every four years beginning in 2024 in connection with the preparation of the following year’s budget, based upon then current projections of TIF Revenue and projected shortfall amounts (if any) of TIF Revenue and other available revenues needed to cover all outstanding CRC obligations payable from the TIF Revenue over the remaining term of those obligations.

Section 2.2. Excess TIF Revenue. In the event that there shall be any remaining TIF Revenue after making the deposits required by Section 2.1 hereof, the Controller shall retain such funds in the respective Allocation Funds to be used for the purposes permitted by the Act.

Section 2.3. Notice of Deficiency. In the event that any semi-annual distribution received by the Controller shall be insufficient to make all of the deposits required by Section 2.1 to pay all amounts due on the immediately succeeding Payment Date for each identified obligation, after taking into account other revenues or funds contributed by the Commission for such purpose, the Controller shall within three (3) business days provide written notification to the Mayor and Common Council of the City and to the Commission of such deficiency.

Section 2.4. Debt Service Schedules. The Commission through its municipal advisor shall immediately provide the Controller with updated debt service schedules for all of the outstanding obligations identified in Section 2.1, and shall provide debt service schedules for any obligations identified in Section 2.1 that are not yet issued immediately following the issuance of such obligations.

Section 2.5. Other Commitments. The parties agree that all payments in lieu of taxes (PILOTs) made by The Barrington of Carmel retirement center located at 1335 South Guilford Road, Carmel, Indiana, shall be allocated to the Commission and treated as TIF Revenue for purposes of this Agreement. The City further agrees that, beginning in budget year 2017, all payments required to be made by the City under the Energy Center Contracts will be made in accordance with the amounts required to be made under the currently effective versions of those contracts.

Section 2.6. Annual SBT Determination. So long as any of the obligations described in Section 2.1 payable from a special benefits tax (SBT) back-up remain outstanding, the City and the Commission shall make an annual determination as part of the City’s annual budget process as to whether the SBT is required to be levied to meet the following year’s debt service requirements

on such obligations, taking into account anticipated TIF Revenue and other revenues available to the Commission and the City and to be dedicated for such purposes.

(End of Article II)

## ARTICLE III

### MISCELLANEOUS

Section 3.1. Governing Law. This Agreement is executed by the Parties and delivered in the State and with reference to the laws thereof, and the rights of all Parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State.

Section 3.2. Immunity of Officers, Directors, Members, Employees and Agents. No recourse shall be had for any claim based upon any obligation in this Agreement against any past, present or future official, officer, director, member, attorney, employee or agent of the Parties, as such, under any rule of law or equity, statute or constitution.

Section 3.3. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 3.4. Performance Due on Day other than a Business Day. If the last day for taking any action under this Agreement is not on a Business Day, such action may be taken on the next succeeding Business Day and, if so taken, shall have the same effect as if taken on the day required by this Agreement.

Section 3.5. Amendments. This Agreement may be terminated, supplemented or amended only upon the written agreement of the City and the Commission and only after approvals of the Common Council of the City and the Commission. So long as the 2020A Bonds are secured by a debt service reserve insurance policy provided by Build America Mutual Insurance Company (“BAM”), the City and the Commission covenant not to amend this Agreement in any way which would adversely impact the priority claim on the TIF Revenue currently provided to the 2020A Bonds hereunder, without the advance written consent of BAM.

Section 3.6. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter, and shall supersede all prior oral or written agreements with respect to the matters that are the subject hereof.

Section 3.7. Interpretation of Conflicting Provisions. In the event there shall be a conflict between any provision of the Transaction Documents and any provision of this Agreement, the City and the Commission hereby agree that the provisions of such Transaction Document shall be controlling, unless the terms of any of such Transaction Documents shall expressly provide otherwise.

Section 3.8. Effective Date and Repeal of Prior Revenue Deposit Agreement. This Agreement shall take effect immediately upon the execution of the parties hereto. Upon such effective date, the Amended and Restated Revenue Deposit Agreement between the City and the Commission dated as of September 14, 2021 (the “Prior Revenue Deposit Agreement”), shall be terminated and of no further force and effect. Upon termination of the Prior Revenue Deposit Agreement, all funds contained in the Supplemental Reserve Fund created under that agreement



shall be transferred to and retained in the Supplemental Reserve Fund established in Section 2.1(k) of this Agreement.

(End of Article III)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names and on their behalf as of the date first written above.

CITY OF CARMEL, INDIANA

By: \_\_\_\_\_  
Mayor

CITY OF CARMEL, INDIANA,  
REDEVELOPMENT COMMISSION, as  
governing body of the City of Carmel  
Development District

By: \_\_\_\_\_  
President

## **EXHIBIT A**

### **LIST OF ALLOCATION AREAS**

Amended 126<sup>th</sup> Street Allocation Area  
Amended 126<sup>th</sup> Street Expansion Allocation Area  
City Center Allocation Area  
City Center Expansion Allocation Area  
Hazel Dell North Allocation Area  
Hazel Dell South Allocation Area  
Illinois Street Allocation Area  
Illinois Street Expansion Allocation Area  
Amended Illinois Street Allocation Area  
Old Meridian Allocation Area  
Old Meridian Expansion Allocation Area  
Meridian & Main Allocation Area  
Meridian & Main Allocation Area/Spine Group I Site (less developer portion)  
Old Town Allocation Area  
Carmel Drive Allocation Area  
Lauth-Walker Allocation Area  
Old Town Shoppes Allocation Area  
Old Methodist Allocation Area  
Lurie Allocation Area  
Village of West Clay Allocation Area  
Merchants Pointe Allocation Area  
Merchants Pointe Expansion Allocation Area  
116<sup>th</sup> Street Centre Allocation Area (less developer portion)  
Carmel Downtown Allocation Area No. 1 (less developer portion)  
Carmel Downtown Allocation Area No. 2 (less developer portion)  
CRC Parcel #12 Allocation Area  
Parkwood Crossing Allocation Area  
Parkwood East Allocation Area  
Grand & Main Allocation Area (less developer portion)  
Olivia on Main Allocation Area (less developer portion)  
Merchants Square Allocation Area  
Legacy Project Allocation Area (less reimbursement portion owed to City)  
KAR Allocation Area (less company portion)  
Sunrise Allocation Area (less developer portion)  
Motor Court West Allocation Area  
Meridian & Main – Indiana Spine Group II Allocation Area (less developer portion)  
Zotec Allocation Area (after replenishment of Supplemental Reserve Fund advance)  
South Rangeline Allocation Area (less developer portion)  
Magnolia Allocation Area  
Franciscan Allocation Area (less company portion)  
Smokey & Monon Allocation Phase II Area  
Firehouse Allocation Area (less developer portion)  
South Pennsylvania Allocation Area  
Studio M Allocation Area  
Flora Allocation Area  
Firehouse East Allocation Area

Main and Old Meridian Allocation Area (less developer portion)  
Old Meridian Apartments Allocation Area (less developer portion)  
Monon Square North Allocation Area (less developer portion)  
136<sup>th</sup> and Keystone Allocation Area (less developer portion)  
ERS Old Meridian Allocation Area (less developer portion)\*  
Concourse Allocation Area (less developer portion)\*

\*Effective upon completion of the remaining statutory steps required to establish this area.

**EXHIBIT B**

**REQUIRED SUPPLEMENTAL RESERVE FUND CONTRIBUTIONS**

<u>Year</u>	<u>Amount</u>
2022	\$600,000
2023	600,000
2024	1,200,000
2025	1,400,000
2026	1,500,000
2027	1,500,000
2028	1,300,000
2029	1,600,000
2030	1,600,000
2031	1,300,000

DMS 24441271.1

**ORDINANCE D-2656-22**

**AN ORDINANCE OF THE COMMON COUNCIL  
OF THE CITY OF CARMEL, INDIANA  
VACATING RIGHT-OF-WAY LOCATED WITHIN THE LOT ONE  
REDEVELOPMENT PROJECT**

**Synopsis: Vacates surplus right-of-way that is needed for the Old Meridian and Main redevelopment project.**

**WHEREAS**, JR Farmer Finance SC, LLC (“Petitioner”), has filed a Petition for Vacation of Public Right-of-Way (the “Petition”) with the City of Carmel, Indiana, pursuant to Indiana Code §36-7-3-12(b), which is attached hereto and incorporated herein as Exhibit A;

**WHEREAS**, the right-of-way to be vacated is located on the southeast corner of the intersection of Old Meridian Street and Main Street, and is described in greater detail in Exhibit B, which is attached hereto and incorporated herein by this reference (the “Right-of-Way”);

**WHEREAS**, the Right-of-Way is not being used as public right-of-way, and is necessary for the completion of the Petitioner’s Old Meridian and Main redevelopment project; and

**WHEREAS**, the City of Carmel Board of Public Works and Safety voted to recommend the vacation of the Right-of-Way at its meeting on December 7, 2022;

**WHEREAS**, pursuant to IC 36-7-3-12(c), a properly noticed public hearing on proposed vacation of Right-of-Way was held by the Common Council of the City of Carmel, Indiana, on the 19<sup>th</sup> day of December, 2022.

**NOW, THEREFORE, BE IT ORDAINED** by the Common Council of the City of Carmel, Indiana, as follows:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. The Right-of-Way shall be, and hereby is, vacated and ownership thereof shall revert to the abutting property owners.

Section 3. This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

Ordinance D-2656-22  
Page One of Two

This instrument was prepared by Jon A Oberlander, Carmel Corporation Counsel, One Civic Square, Carmel, IN 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Jon A. Oberlander.

**PASSED**, by the Common Council of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

**COMMON COUNCIL FOR THE CITY OF CARMEL**

\_\_\_\_\_  
Kevin D. Rider, President

\_\_\_\_\_  
Jeff Worrell, Vice-President

\_\_\_\_\_  
Sue Finkam

\_\_\_\_\_  
Laura Campbell

\_\_\_\_\_  
H. Bruce Kimball

\_\_\_\_\_  
Anthony Green

\_\_\_\_\_  
Adam Aasen

\_\_\_\_\_  
Tim Hannon

\_\_\_\_\_  
Miles Nelson

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this \_\_\_\_ day of \_\_\_\_\_ 2022, at \_\_\_\_\_.M.

\_\_\_\_\_  
Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_ 2022, at \_\_\_\_\_.M.

\_\_\_\_\_  
James Brainard, Mayor

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Ordinance D-2656-22

Page Two of Two Pages

This instrument was prepared by Jon A Oberlander, Carmel Corporation Counsel, One Civic Square, Carmel, IN 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Jon A. Oberlander.

## **PETITION TO VACATE A PUBLIC RIGHT OF WAY**

1. JR Farmer Finance SC, LLC ("Petitioner"), pursuant to Indiana Code § 36-7-3-12, does hereby respectfully petition the Common Council of the City of Carmel, Indiana, for the vacation of certain Public Right of Way abutting the Petitioner's Old Meridian and Main Redevelopment Project (the "Vacation Area"), which is more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.
2. In support of this petition, the Petitioner submits the following:

- A. The Petitioner submits this petition pursuant to Indiana Code § 36-7-3-12 to respectfully request that the Common Council of the City of Carmel, Indiana vacate the existing Vacation Area described and depicted in Exhibit A. The Petitioner makes this request because the Vacation Area is not being used as public right of way, and the property is necessary to complete the Petitioner's redevelopment project.

The Petitioner has created plans and specifications (the "Plans") for the redevelopment of property located on the southeast corner of Old Meridian Street and Main Street that are consistent with the desires of the City of Carmel and the Carmel Redevelopment Commission. The Plans include the construction of improvements within the Vacation Area. The Petitioner respectfully requests that the Common Council of the City of Carmel, Indiana vacate the Vacation Area to allow the construction of said improvements within the Vacation Area.

- B. The Vacation Area is located entirely within the corporate boundaries of Carmel, Indiana.
- C. Vacation of the Vacation Area will not hinder the growth or orderly development of the unit or neighborhood in which said Vacation Area is located or to which the Vacation Area is contiguous.
- D. Vacating the proposed Vacation Area does not make access to the lands of any person by means of public way difficult or inconvenient.
- E. Vacating the proposed Vacation Area does not hinder the public's access to a church, school, or other public building or place.

<b>EXHIBIT A</b>
------------------



3. The following are the names and addresses of the owners of land which abut the property proposed to be vacated:

JR Farmer Finance SC, LLC  
1017 W. Main Street  
Carmel, Indiana 46032

WHEREFORE, the Petitioner respectfully requests the vacation of the above described Vacation Area.

JR FARMER FINANCE SC, LLC

[Signature]  
Signature

JAMES FARMER  
Printed Name

Owner  
Title

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared James Farmer, and who, having been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

Witness my hand and Notarial Seal this 1 day of December, 2022.

My commission expires: 11/5/2024

I am a resident of Hamilton County, Indiana

[Signature]  
Notary Public

Tyler Blake  
Printed Name



This instrument was prepared by Jon A. Oberlander, Corporation Counsel, City Hall, One Civic Square, Carmel, Indiana 46032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number in this document, unless it is required by law. Jon A. Oberlander

Part of: City of Carmel  
Warranty Deed - Instrument No. 200500078887  
Parcel No. R/W (Tracts 1, 2 & 3)

## EXHIBIT "A"

### LEGEND



SUBJECT REAL ESTATE



PROPERTY LINE

Part of: City of Carmel  
Warranty Deed - Instrument No. 200300123731  
Parcel No. Permanent R/W Project STP-IN48/50 Parcel 34 (Tract 4)

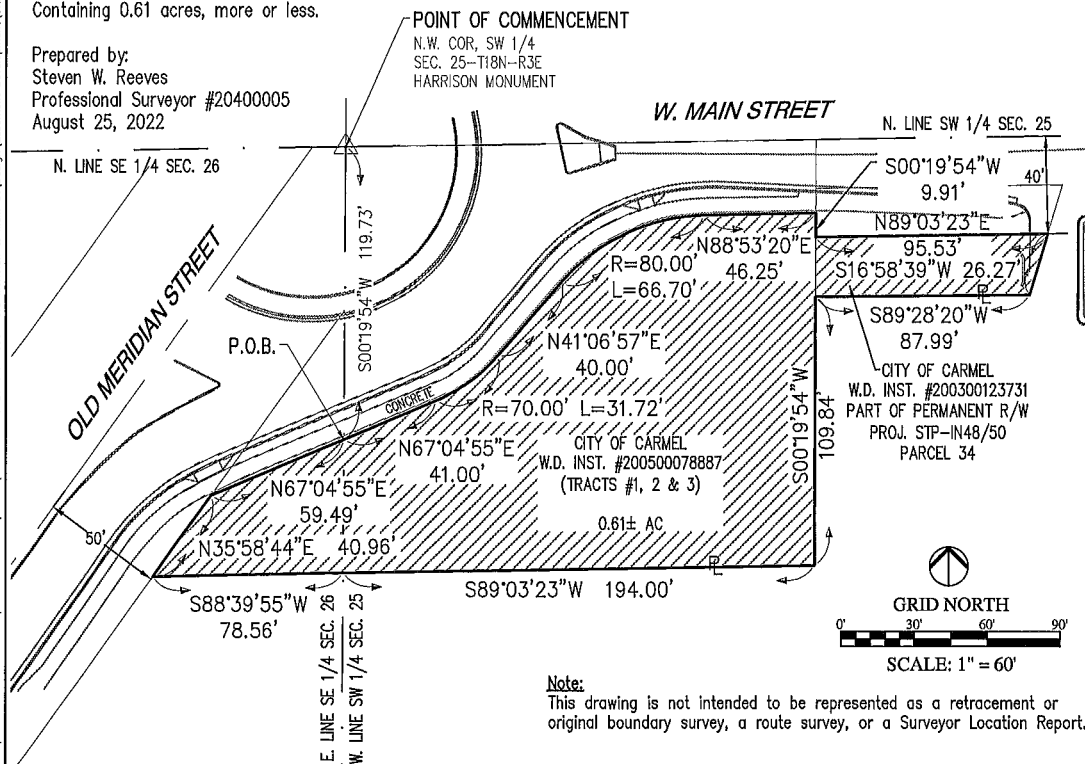
#### Land Description

A part of the Southwest Quarter of Section 25 and part of the Southeast Quarter of Section 26, both in Township 18 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana, being part of that 6.25 acre tract of land shown on the plat of a boundary retracement survey of said tract certified by Steven W. Reeves PLS #20400005 on March 2, 2022 as HWC Engineering project number 2022-274-S (all references to monuments and courses herein are as shown on said plat of survey), being more particularly described as follows:

COMMENCING at a Harrison Monument at the Northwest Corner of said Southwest Quarter; thence South 00 degrees 19 minutes 54 seconds West (basis of bearing = Indiana State Plane Coordinate System - East Zone) along the West line of said Quarter a distance of 119.73 feet to the POINT OF BEGINNING, said point being 1.0 foot, measured at right angle, southerly of an existing public concrete sidewalk, the following five (5) courses lie southerly and southeasterly of and parallel with the sidewalk at approximately 1.0 foot; (1) thence North 67 degrees 04 minutes 55 seconds East 41.00 feet to a point on a tangent curve to the left having a radius of 70.00 feet; (2) thence northeasterly along said curve an arc distance of 31.72 feet, being sub-tended by a chord bearing North 54 degrees 05 minutes 56 seconds East a chord distance of 31.45 feet; (3) thence North 41 degrees 06 minutes 57 seconds East 40.00 feet to a tangent curve to the right having a radius of 80.00 feet; (4) thence northeasterly and easterly along said curve an arc distance of 66.70 feet, being sub-tended by a chord bearing North 65 degrees 00 minutes 08 seconds East a chord distance of 64.79 feet; (5) thence North 88 degrees 53 minutes 20 seconds East 46.25 feet to a point on the west line of a tract of land described in Instrument No. 200300123731 in the Office of the Recorder of said Hamilton County; thence South 00 degrees 19 minutes 54 seconds West along said west line a distance of 9.91 feet to a point 40.00 feet south of the North line of said Southwest Quarter Section; thence North 89 degrees 03 minutes 23 seconds East parallel with said North line a distance of 95.53 feet to a point on the east line of said land; thence South 16 degrees 58 minutes 39 seconds West along said east line a distance of 26.27 feet to the southeast corner thereof; thence South 89 degrees 28 minutes 20 seconds West along the south line of said land a distance of 87.99 feet to a point on the east line of a tract of land described in Instrument No. 200500078887, the following four (4) courses are along the easterly, southerly and westerly lines of said land; (1) thence South 00 degrees 19 minutes 54 seconds West 109.84 feet; (2) thence South 89 degrees 03 minutes 23 seconds West 194.00 feet; (3) thence South 88 degrees 39 minutes 55 seconds West 78.56 feet to the easterly right-of-way of Old Meridian Street; (4) thence North 35 degrees 58 minutes 44 seconds East 40.96 feet to a point 1.0 foot, measured at right angle, southerly of said public concrete sidewalk; thence North 67 degrees 04 minutes 55 seconds East a distance of 59.49 feet to the Point of Beginning.

Containing 0.61 acres, more or less.

Prepared by:  
Steven W. Reeves  
Professional Surveyor #20400005  
August 25, 2022



#### Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY



**HWC**  
**ENGINEERING**

135 N. PENNSYLVANIA ST, SUITE 2800  
INDIANAPOLIS, IN 46204

317-347-3663

INDIANAPOLIS - TERRE HAUTE

LAFAYETTE - MUNCIE - NEW ALBANY

www.hwcengineering.com

OLD MERIDIAN & MAIN STREET  
CITY OF CARMEL - SPLIT PARCEL  
RIGHT-OF-WAY  
CARMEL, INDIANA

DRAWN BY

SWR

CHECKED BY

CLH

DATE

8/25/2022

SCALE

1" = 60'

PG 1 OF 1

JOB NUMBER  
2021-274-S



©2022

Part of: City of Carmel  
Warranty Deed – Instrument No. 200500078887  
Parcel No. R/W (Tracts 1, 2 & 3)

EXHIBIT "B"

LEGEND

Part of: City of Carmel  
Warranty Deed – Instrument No. 200300123731  
Parcel No. Permanent R/W Project STP-IN48/50 Parcel 34 (Tract 4)

 SUBJECT REAL ESTATE  
 PROPERTY LINE

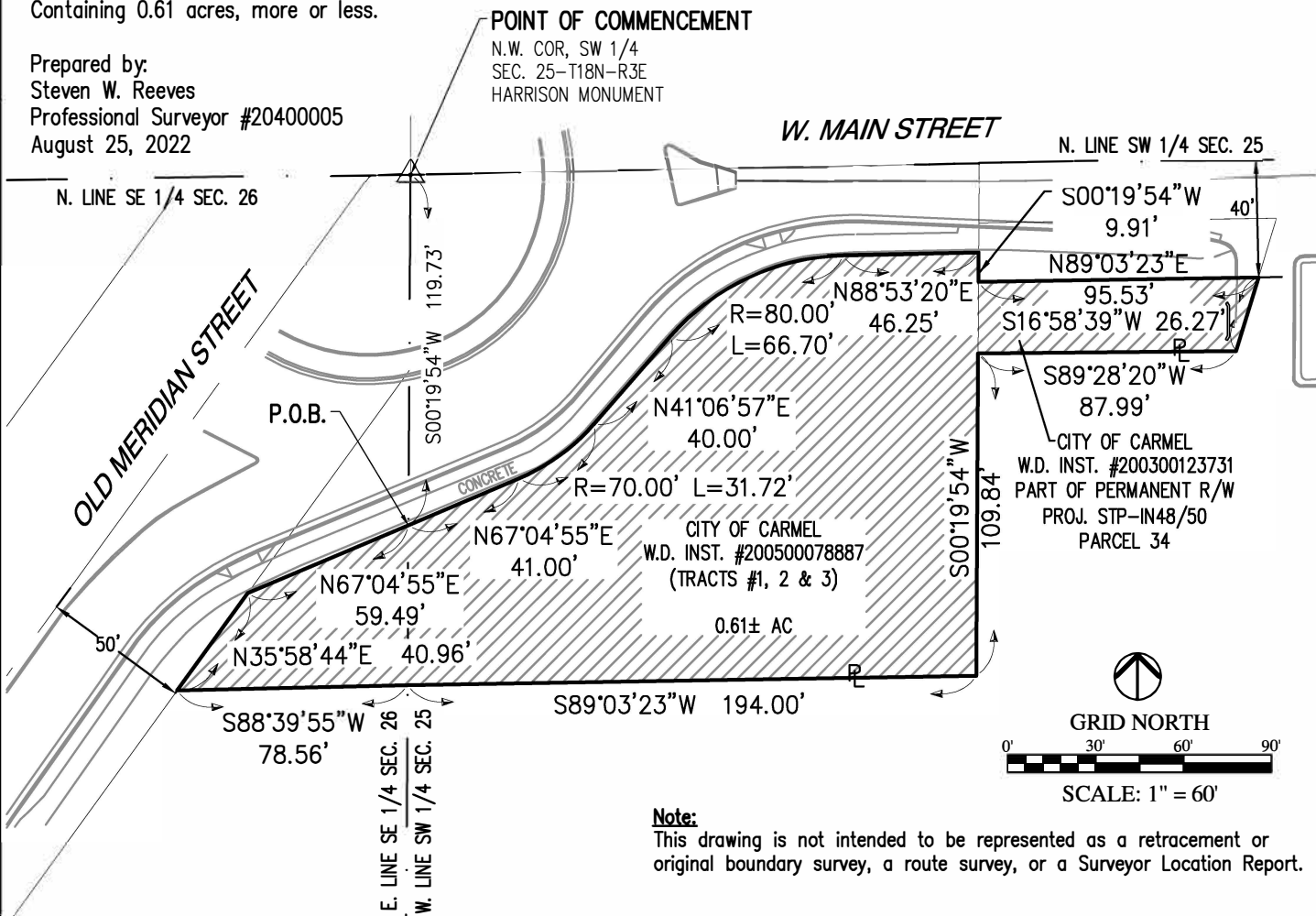
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COMMENCING at a Harrison Monument at the Northwest Corner of said Southwest Quarter; thence South 00 degrees 19 minutes 54 seconds West (basis of bearing = Indiana State Plane Coordinate System – East Zone) along the West line of said Quarter a distance of 119.73 feet to the POINT OF BEGINNING, said point being 1.0 foot, measured at right angle, southerly of an existing public concrete sidewalk, the following five (5) courses lie southerly and southeasterly of and parallel with the sidewalk at approximately 1.0 foot; (1) thence North 67 degrees 04 minutes 55 seconds East 41.00 feet to a point on a tangent curve to the left having a radius of 70.00 feet; (2) thence northeasterly along said curve an arc distance of 31.72 feet, being sub-tended by a chord bearing North 54 degrees 05 minutes 56 seconds East a chord distance of 31.45 feet; (3) thence North 41 degrees 06 minutes 57 seconds East 40.00 feet to a tangent curve to the right having a radius of 80.00 feet; (4) thence northeasterly and easterly along said curve an arc distance of 66.70 feet, being sub-tended by a chord bearing North 65 degrees 00 minutes 08 seconds East a chord distance of 64.79 feet; (5) thence North 88 degrees 53 minutes 20 seconds East 46.25 feet to a point on the west line of a tract of land described in Instrument No. 200300123731 in the Office of the Recorder of said Hamilton County; thence South 00 degrees 19 minutes 54 seconds West along said west line a distance of 9.91 feet to a point 40.00 feet south of the North line of said Southwest Quarter Section; thence North 89 degrees 03 minutes 23 seconds East parallel with said North line a distance of 95.53 feet to a point on the east line of said land; thence South 16 degrees 58 minutes 39 seconds West along said east line a distance of 26.27 feet to the southeast corner thereof; thence South 89 degrees 28 minutes 20 seconds West along the south line of said land a distance of 87.99 feet to a point on the east line of a tract of land described in Instrument No. 200500078887, the following four (4) courses are along the easterly, southerly and westerly lines of said land; (1) thence South 00 degrees 19 minutes 54 seconds West 109.84 feet; (2) thence South 89 degrees 03 minutes 23 seconds West 194.00 feet; (3) thence South 88 degrees 39 minutes 55 seconds West 78.56 feet to the easterly right-of-way of Old Meridian Street; (4) thence North 35 degrees 58 minutes 44 seconds East 40.96 feet to a point 1.0 foot, measured at right angle, southerly of said public concrete sidewalk; thence North 67 degrees 04 minutes 55 seconds East a distance of 59.49 feet to the Point of Beginning.

Containing 0.61 acres, more or less.

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Steven W. Reeves  
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PREPARED BY

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CITY OF CARMEL - SPLIT PARCEL  
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DRAWN BY  
SWR

CHECKED BY  
CLH

DATE  
8/25/2022

SCALE  
1" = 60'

PG 1 OF 1

JOB NUMBER  
2021-274-S

CITY OF CARMEL  
**DOCS DEPARTMENT REPORT TO THE COUNCIL**

January 9, 2023

**2022 Legacy PUD Amendment (Z-679-22)**

- Plan Commission Docket No. PZ-2022-00147 OA
- Amendment to the Legacy PUD text to remove the Office Use Block and allow more residential units including more apartments and for rent attached dwellings
- Amendment requires a specific site plan for the site south of 146<sup>th</sup> Street and west of Community Drive
- It is zoned Legacy PUD Z-501-07 as amended

**Planning and Zoning Analysis**

- Site is currently within the Village Core, Primary Office, and Urban Residential Use Blocks of the Legacy PUD.
- Apartments are permitted in the Village Core and Urban Residential Use Blocks, but not within the Office Block.
- Lofts are permitted in the Office Use Block but are intended as an ancillary use on the top floor of a building.
- The **original** Legacy PUD allowed:
  - 1,344 total detached, attached, and apartment dwellings,
  - 500 total Attached Dwellings
  - 300 total Apartments
  - 200 Lofts (in addition to the total 1,344 dwellings).
- The **2018 Legacy PUD Amendment** changed the PUD to allow:
  - 1,250 total detached, attached, and apartment dwellings,
  - 476 total Attached Dwellings,
  - 389 total Apartments,
  - 200 Lofts (in addition to the total 1,250 dwellings).
- This **2022 Legacy PUD Amendment** would allow:
  - 1,447 detached, attached, and apartment dwellings,
  - 476 total Attached Dwellings,
  - 619 total Apartments,
  - 200 Lofts (in addition to the total 1,447 dwellings)
- 350 dwellings are proposed for this development, with no more than 120 apts. in the multi-story buildings.
- 3, multi-story apartment buildings are proposed on Community Dr. and Equality Blvd. similar to the Legacy Towns and Flats apartments on the east side of the street. This will continue the character of this main road.
- Parcel at southwest corner of 146<sup>th</sup> St. and Community Dr. will remain open to be developed for commercial uses.
- The site transitions to smaller scale attached and some detached 1 and 2 story dwellings to the west.
- Public street system is continued from existing streets developed in Legacy.
- Amenity Center with a pool and workout facility is proposed for this development.
- The Bike Promenade in the Legacy PUD continues north along Larson Dr. all the way to 146<sup>th</sup> Street.
- Designs for the buildings will substantially comply with the character imagery included in the PUD Amendment.
- The architecture is similar to craftsman style with front porches, small front setbacks, and sidewalks to the street.
- Signage design will vary from the typical signage seen at the Legacy but meet the UDO requirements.

**Negotiations with Petitioner during Plan Commission process**

- A masonry wainscot will be added to 30% of the units and additional windows on the rear were added.
- Speed tables will be added on some of the streets and there will be 8 ft. front setbacks for cottage homes.
- Plan Commission asked for the concierge trash collection to be a requirement in the PUD.

**Concerns discussed by the Plan Commission**

- The Plan Commission was concerned about ongoing maintenance and so a maintenance clause was added.
- Traffic was discussed as was a comparison of this site plan to an example site plan of what is allowed today.
- Changes in the market were discussed regarding office and retail here and for rent single-family.

These amendments should not have a negative impact on the development. There is good pedestrian, bicycle, and vehicular connectivity. A new amenity center will serve the future residents of this neighborhood. Development allows for more density near the core of Legacy and the retail areas and allows for additional variety in housing options. The project has appropriate transitions with the larger apartment buildings along Community Dr. and smaller 1 and 2 story buildings toward the west. Carmel Clay Schools indicated they are not opposed to the project and have capacity in the schools to accommodate any additional students. DOCS recommended the Plan Commission forward this item to City Council with a Favorable Recommendation. They voted, 9-0 to send it with a Favorable recommendation to City Council.

# **Legacy PUD Amendment**

## **Ordinance Amendment**

**Z-679-22**

**PUD Amendment**  
**CITY OF CARMEL, INDIANA**

**January 9, 2023**  
**City Council**

Applicant: Advenir Oakley Development, LLC

Attorneys: Nelson & Frankenberger, LLC  
Jim Shinaver, Attorney  
Jon C. Dobosiewicz, Land Use Professional  
317-844-0106

## **TABLE OF CONTENTS**

1. Explanation of Request
2. Site Location Exhibit
3. Updated Concept Plan
4. Aerial Perspective and Streetscape Perspective
5. Cottage Building Elevations and Floor Plan Details  
Multi-story Building Elevations
6. Photographic Examples of Dwelling Details  
146<sup>th</sup> Street Fence Detail
7. Signage Details
8. Build-By-Right Legacy PUD Summary
9. Site Line Exhibit Build-By-Right vs. Advenir Proposal
10. Amenity Comparison
11. Carmel Clay Schools Letter
12. Overlook HOA Support Letter
13. Traffic Study – Summary/Conclusions – Full Traffic Study is on file With DOCS Staff
14. Legacy PUD – 2022 Amendment Ordinance



# **TAB 1**

## **EXPLANATION OF REQUEST**

The applicant, Advenir Oakley Development, LLC (“Advenir”) has filed a PUD Amendment application in order to amend portions of the Legacy PUD to construct a unique residential community to be known as “LEO Living Cottages and Multi-family”. The overall Legacy development is south of and adjacent to 146<sup>th</sup> Street and west of and adjacent to River Road. The site which is the subject of the proposed amendment is outlined in yellow on the aerial map included behind Tab 2 (the “Real Estate”). The subject Real Estate consist of approximately thirty-two (32) acres, is located South of and adjacent to East 146<sup>th</sup> Street and West of and adjacent to Community Drive. By way of general background, the Legacy PUD was approved by the City of Carmel’s Common Council on January 22, 2007 as Ordinance Z-501-07 and amended on December 17, 2018 under Ordinance Z-637-18 (the “Legacy PUD”). The Real Estate is zoned per the terms of the Legacy PUD under the Primary Office, Urban Residential and Village Core Use Blocks.

The LEO Living Cottages and Multi-family community, will be a single-family-rental and traditional multi-family development with a focus on the new urbanism principle of walkability, incorporating pedestrian-friendly features that foster connectivity and community. As depicted on the enclosed updated Concept Plan behind Tab 3, the community will be a multi-family, residential development comprised of approximately two-hundred and thirty (230) single family attached and detached rental homes and one-hundred and twenty (120) traditional garden-style apartments available in 1, 2, and 3-bedroom residences located in three buildings adjacent to Community Drive. An internal sidewalk network will connect to the existing sidewalks surrounding the development and extend the existing Bicycle Promenade south of the site up to 146<sup>th</sup> Street. In addition to the residential component, the site includes an approximately 2-acre outparcel to provide for commercial/retail development at the corner of 146<sup>th</sup> Street and Community Drive. The community will continue the existing streets in the Legacy (Larson Drive, James Dean Drive and Hopewell Parkway) and provide an additional right-in, right-out connection to 146<sup>th</sup> Street at James Dean Drive. All private internal drives and parking areas, stormwater management systems, lighting, common areas (amenities and open spaces), landscaping, etc. are to be owned and maintained by the developer/property owner. A summary of the Concept Plan modifications include, but are not limited to, the following: conceptual re-design of the commercial/retail component at the northwest corner of 146<sup>th</sup> and Community Drive; inclusion of raised pedestrian crosswalks to serve as traffic calming devices along James Dean Drive; and, for the western perimeter of the Real Estate by Larson Drive, additional landscaping shall be included so that this western perimeter sidewalk as illustrated on the Concept Plan shall be planted with new trees and shrubs providing enhanced buffering between the Real Estate and the adjacent common (preserve) area of The Ridge at Legacy development.

As illustrated in the enclosed home renderings included behind Tab 5, the majority of the homes will feature front patios or porches, private rear yards, and multiple sides of windows. If not connected to the individual units, additional garages will be available. The variety of exterior building materials may include a combination of lap and/or board-and-batten siding, asphalt shingle, and/or standing-seam metal roof, and aluminum-clad and/or vinyl windows with trim. Also provided behind Tab 6 are photographic examples of the dwelling types and exterior area details.

Two (2) amenity facilities, a 1,500 SF clubhouse – one containing the leasing office, and the other a fitness center which anchors an approximately 1,950 square foot pool which includes ample space for seating and grilling stations. Other thoughtful amenities, such as pocket parks, are strategically interspersed throughout the site. Again, all amenities, open spaces and landscaping will be owned and maintained by the developer/property owner.

This matter appeared before the Plan Commission on September 20, 2022 for a public hearing and then appeared before the Residential Committee on October 11, 2022 and December 6, 2022. Project updates and modifications resulting from the Plan Commission review process are identified on the following pages and the PUD Amendment request received a 3-0 Favorable Recommendation from the Committee. Although Advenir conducted a Neighborhood Meeting September 12, 2022, in advance of the September 20, 2022 Plan Commission meeting, Advenir held a 2<sup>nd</sup> Neighborhood Meeting on October 20, 2022. For this 2<sup>nd</sup> Neighborhood meeting on October 20<sup>th</sup>, Advenir sent mailed notices to all owners withing the Legacy community – which included 627 mailed notices.

At the conclusion of its review the Legacy PUD Amendment Ordinance received an 8-0 Favorable Recommendation for approval by the Plan Commission on December 13<sup>th</sup> (see Plan Commission certification included as last page under this Tab 1). To this end, the 2022 Legacy PUD Amendment Ordinance is included behind Tab 14.

We look forward to presenting the Request to you on January 9, 2023.

Respectfully submitted,



Jon Dobosiewicz



Jim Shihaver

## **Detailed Explanation of Text Amendment to Legacy PUD Ordinance:**

The Legacy PUD has provisions related to Use Blocks, Maximum Unit Limitations and Amenities. In order to allow the proposed Advenir community the following amendments and modifications to the Legacy PUD are being sought:

1. Use Block Map:

- A. The Use Block Map shall be amended by incorporating, in total, the area identified as Primary Office (PO) into the Urban Residential (UR) Use Block. This change will remove office and other commercial uses within the Primary Office area. Development in that area will be subject to the standards applicable within the Urban Residential (UR) Use Block and the remaining portion of the Real Estate will continue to be subject to the existing Village Core (VC) Use Block of the Legacy PUD as illustrated on the Zoning Map.
- B. A maximum of forty (40) dwellings (flats, Lofts, apartments) shall be permitted within each of the three (3) multi-story buildings along Community Drive and Equality Boulevard as illustrated on the Site Plan.
- C. Primary Uses on the first floor of at least one (1) of the two (2) multi-story buildings along Community Drive shall include but not be limited to leasing, gym, resident café (or similar) and co-working space.
- D. Architecture: All Residential Structures on the Real Estate shall be in substantial compliance with the Architectural Character Imagery as depicted in the enclosed renderings of the proposed home types.

2. Amending the Maximum Unit Limitations: The Original Legacy PUD permitted a maximum of 1,344 dwelling units, including a specific maximum number of permitted attached dwellings and apartment units. The amendment to the Legacy PUD in 2018 (i) reduced the maximum allowable dwelling units from 1,344 to 1,250, (ii) reduced the maximum number of permitted attached dwellings from 500 to 476 and (iii) increased the number of permitted apartment units from 300 to 389. In part, the above noted adjustments were intended to limit the number of families anticipated to use the amenity facility built in 2019 which includes, among other elements, a pool and playground. 153 additional dwellings have yet to be authorized within the Legacy PUD.

As noted, the proposed number of dwellings on the Real Estate shall not exceed 350 dwellings (230 single-family attached and detached rental homes and 120 traditional garden-style apartments). With the addition of the Primary Office area along 146<sup>th</sup> Street and inclusion of three (3) apartment buildings along Community Drive, the maximum allowable dwelling units will be increased from 1,250 to 1,447. This is an increase of 197 dwellings (as 153 more dwellings are authorized in addition to all approved dwellings in the Legacy) and approximately 103 more dwellings than originally authorized in 2007.

3. Amenities: The Real Estate shall not be part of the Association entitled to the use of the existing amenity facility which serves the other neighborhoods within the Legacy PUD.

Therefore, the number of future families served by the existing amenity facility will be reduced by approximately one-hundred and fifty-three (153) families.

- A. The proposed Amenity Area shall contain, at a minimum, the following improvements:
  - 1. One (1) outdoor pool of an approximate size of one thousand nine hundred fifty (1,950) square feet;
  - 2. Outdoor seating and grilling stations; and
  - 3. A clubhouse with a minimum size of one thousand five hundred (1,500) square feet including changing rooms, fitness center and storage.
- B. In addition to the clubhouse, an additional 1,500 square foot building / area(s) will be constructed within one of the multi-story buildings along Community Drive which will include a leasing center and centralized mail delivery.
- C. Construction of the Amenity Area, clubhouse and leasing office buildings shall be completed prior to occupancy of the dwellings on the Real Estate by residents.

## **Summary of Amendment Revisions and Enhancements:**

A summary of the modifications and revisions to the Text Amendment Ordinance resulting from the Plan Commission and Residential Committee review process include, but are not limited to, the below:

1. Provided more specificity and detail on minimum front yard, rear yard and distance between buildings;
2. Added a requirement that the northern most multi-family building along Community Drive must contain a minimum of 6,000 square feet of additional commercial space;
3. Addressed DOCS Staff request for additional language regarding Maximum Unit Limitations to provide clarity and the allocation of Maximum Apartments and adding language to prohibit CCRC Dwellings on the Real Estate;
4. Added a provision requiring a minimum of thirty percent (30%) of all cottage units shall have 18"-36" masonry wainscot;
5. Added a provision requiring that the first floor of the multi-story building will receive a masonry component; however, with the exception of the area allocated for retail usage, which will receive more appropriate retail storefront glazing;
6. Added a provision that for all signs for non-residential uses shall be subject to the sign standards of the UDO, as amended only by the Legacy PUD;
7. Added a provision requiring Dog DNA testing to be included as part of all lease agreements in order to control and monitor animal waste collection;
8. Added landscaping provisions, including that the western perimeter sidewalk as illustrated on the Concept Plan shall be planted with new trees and shrubs providing enhanced buffering between the Real Estate and the adjacent common (preserve) area. Additionally, a provision was added requiring all landscaping on the Real Estate shall be maintained in substantial compliance with the approved landscaping plan; however, alternative planting materials may be permitted subject to the approval by the Urban Forester;
9. Added ADA provisions, including that the design and layout for ADA access will include a ramp entrance to the main entrance of the amenity space. As well as a provision that all sidewalks/crosswalks/paths will be designed per ADA requirements;
10. Added additional windows to certain side and rear home elevations;
11. Addressed DOCS Staff request to clarify the front yard set back distances and the measuring point for the same;
12. Added provisions to address the Controlling Developer's maintenance requirements and obligations and to provide for enforcement of the same via the UDO Enforcement provisions;

13. Added an exhibit to the Ordinance to show the character and design of the perimeter fence planned for the 146<sup>th</sup> Street frontage;
14. Added a provision to the Ordinance establishing the anti-monotony home design requirements;
15. Added a provision to the Ordinance regarding the requirement for raised pedestrian crosswalks that will serve as a traffic calming device along James Dean Drive; and,
16. Added an exhibit to the Ordinance regarding the requirements and general design of the masonry wainscot treatment for certain homes.
17. Added a provision to address trash collection.

Included behind Tab 14 is the updated draft of Legacy 2022 Amendment Ordinance recommended for approval by the Plan Commission (see enclosed Plan Commission Certification).



**CERTIFICATION  
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION  
ON THE PETITION TO THE CITY OF CARMEL  
TO AMEND THE ZONING ORDINANCE  
PURSUANT TO INDIANA CODE 36-7-4-605**

**ORDINANCE  
Z-679-22**

**Legacy PUD Amendment**

**To: The Honorable Common Council  
Of the City of Carmel  
Hamilton County, Indiana**

CARMEL CITY CLERK

**DEC 14 2022**

TIME: 10:50 AM

Dear Members:

The Carmel Plan Commission offers you the following report on the application **Docket No. PZ-2022-00147 OA** - petitioning to amend the Legacy PUD Z-501-07 text in order to increase the number of permitted units in the PUD and increase the number of apartments permitted.

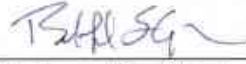
The Carmel Plan Commission's recommendation on the petition of the applicant is **'Favorable.'**

At its regularly scheduled meeting on October 18, 2022, the Carmel Plan Commission voted Nine (9) in Favor, Zero (0) Opposed, Zero (0) Absent, to forward to the Common Council the proposed **Ordinance No. Z-679-22** with a **"Favorable Recommendation"**.


Please be advised that by virtue of the Plan Commission's **Favorable** Recommendation, pursuant to IC 36-7-4-607(e), the Council has ninety (90) days to act on this petition before it becomes effective as Certified by the Commission. Ninety days from the date of the Certification is Tuesday, March 14, 2023.

CARMEL PLAN COMMISSION

BY: \_\_\_\_\_

  
Brad Grabow, President

ATTEST:

  
\_\_\_\_\_  
Joe Shestak, Secretary  
Carmel Plan Commission  
Dated: December 14, 2022

## **TAB 2**



# LEO at Carmel Site Location Map



Advenir Oakley Capital



# **TAB 3**





SKETCH PLAN 1:100  
LEO AT CARMEL - A MIXED-USE COMMUNITY

■ CLERKWORK & SERVICES  
■ 2-BEDROOM COTTAGE HOUSE  
■ 3-BEDROOM COTTAGE HOUSE  
■ 3-BEDROOM COTTAGE WITH GARAGE  
■ 2-BEDROOM COTTAGE WITH GARAGE  
■ 3-BEDROOM COTTAGE WITH GARAGE  
■ COMMERCIAL

# **TAB 4**



*Aerial Perspective*

LEO CARMEL, INDIANA

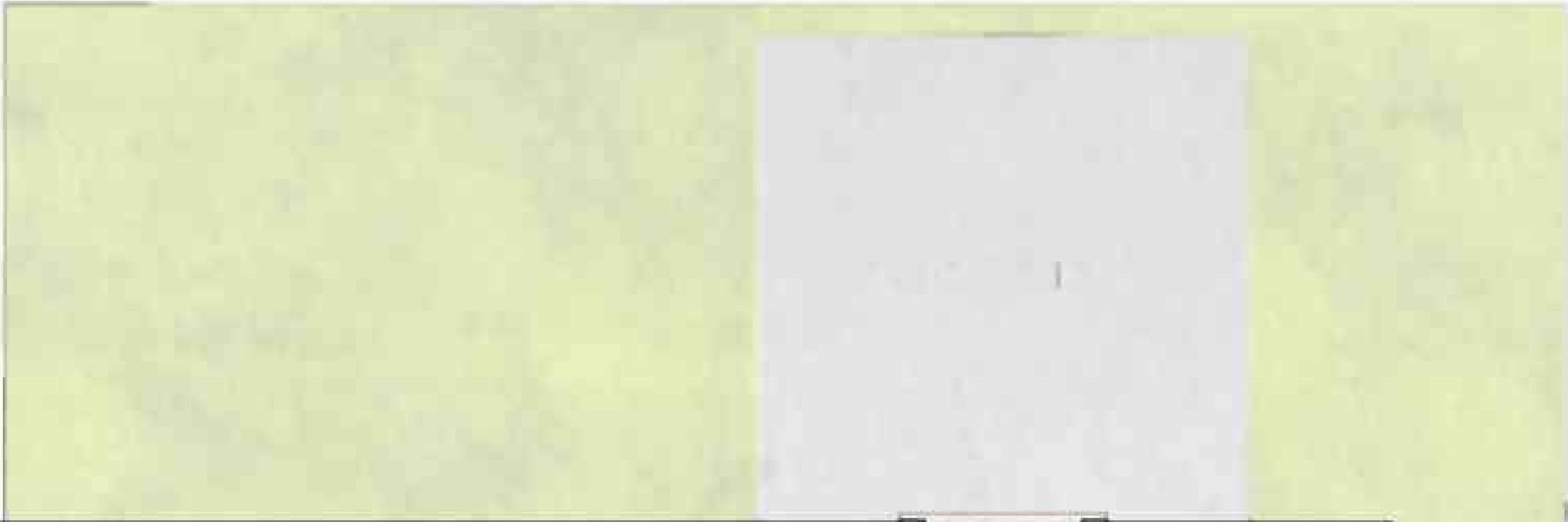
# **TAB 5**



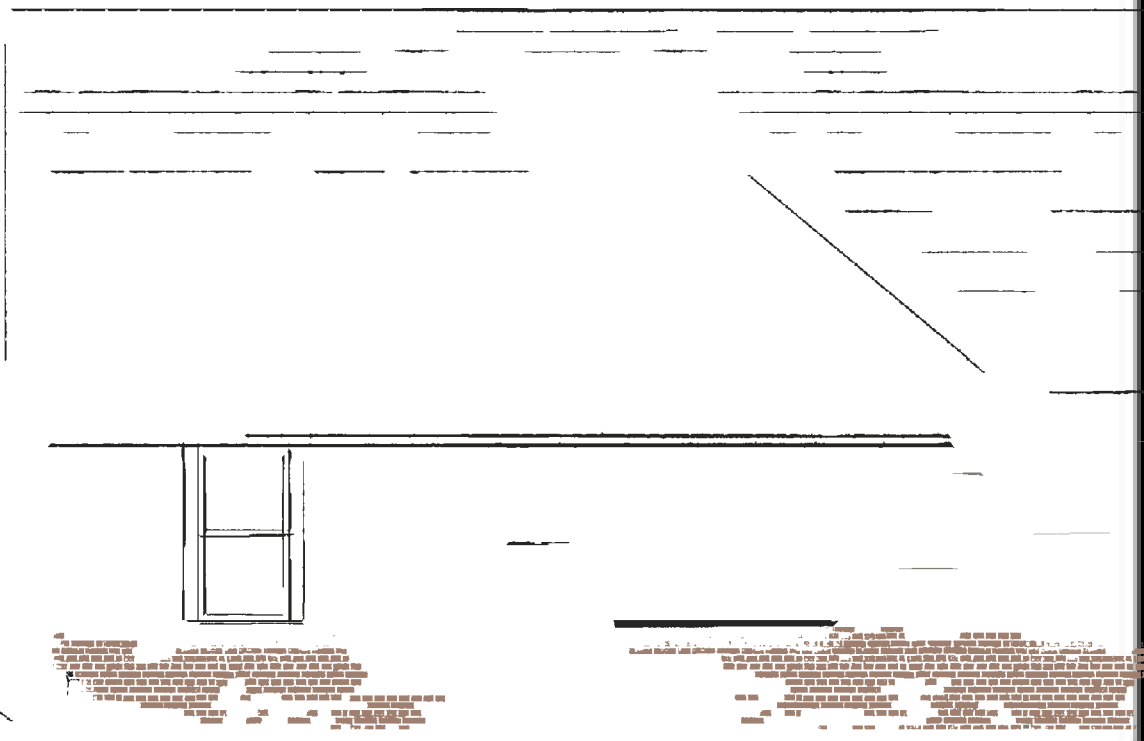
COTTAGE - 2 BEDROOM



Elevation



COTTAGE - 2 BEDROOM



Elevation

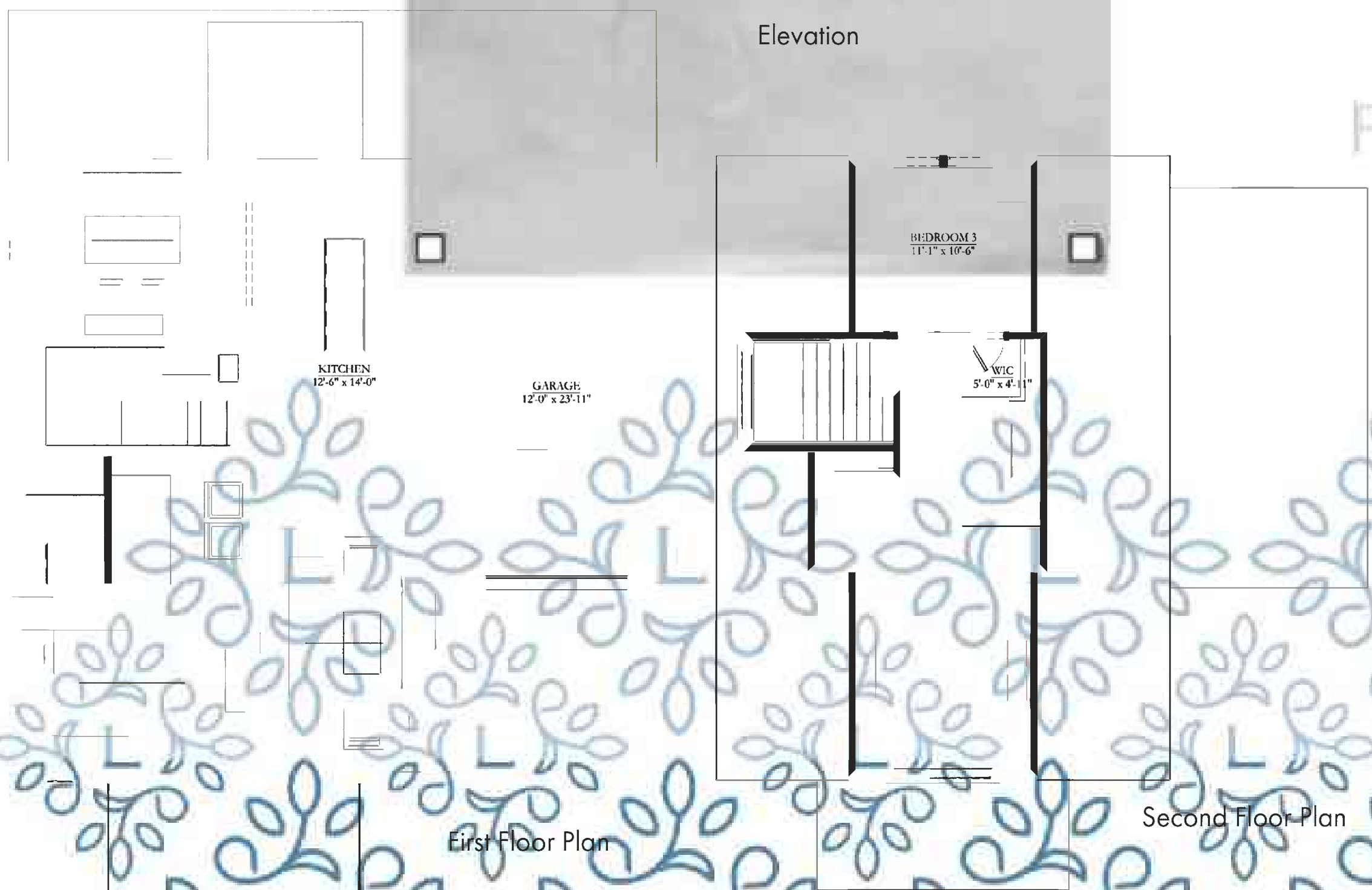


Main Level

LEO



# 3 BEDROOM COTTAGE WITH ATTACHED GARAGE



LEO

1456 SQ. FT.

NEED NOT BE BUILT



COTTAGE - 2 BEDROOM



Elevation



Main Level

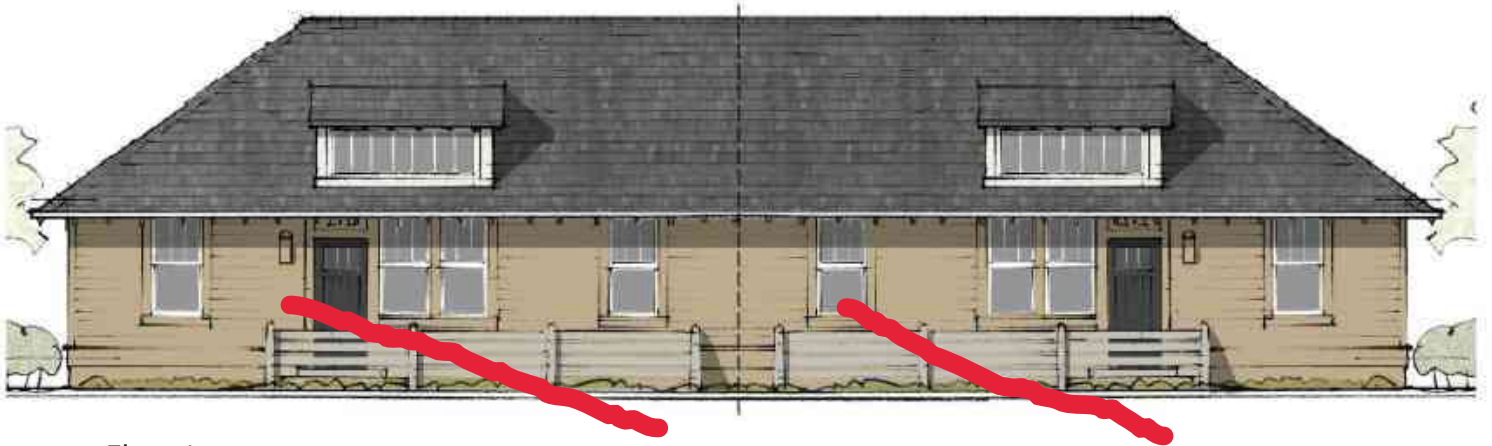
B201

1064 SQ FT

LEO

NEED NOT BE BUILT

# DUPLEX - 2 BEDROOM



Elevation

No Fence Included in front yard



Lower Floor Plan

1064 SQ FT

LEO

NEED NOT BE BUILT



STACKED DUPLEX - 2 BEDROOM



Elevation



Lower Floor Plan



Upper Floor Plan

2173 SQ FT



NEED NOT BE BUILT

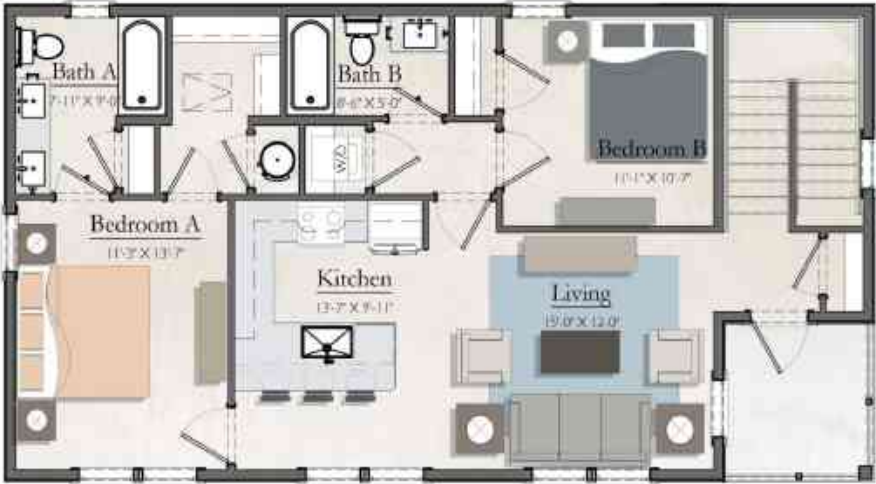
CARRIAGE HOUSE - 2 BEDROOM INT. STAIR



Elevation



Upper Floor Plan



Lower Floor Plan



2020 SQ FT





TOWNHOUSE - 3 BEDROOM



Lower Level



Elevation



Upper Level

C400

1372 SQ FT

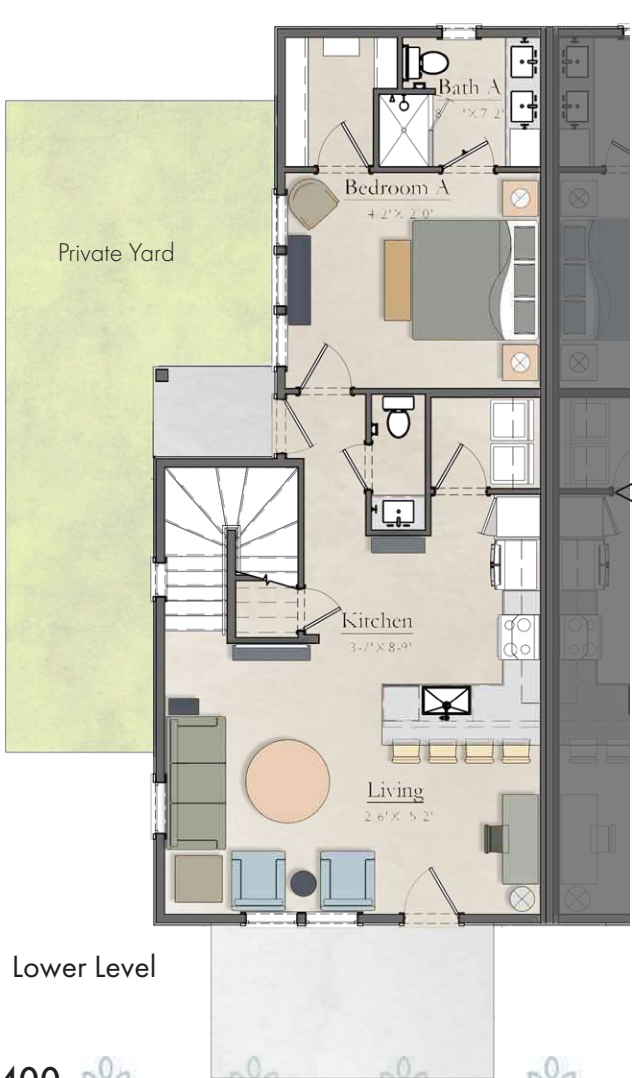
LEO

NEED NOT BE BUILT

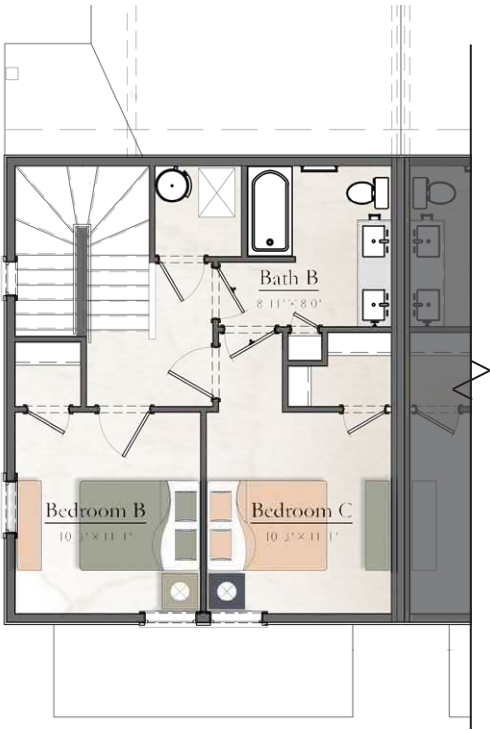
TOWNHOUSE TWIN - 3 BEDROOM



Elevation



Lower Level



Upper Level

C400/C400

1372/ 1372 SQ FT

LEO

NEED NOT BE BUILT



# 2 BEDROOM COTTAGE ATTACHED GARAGE



Elevation



Floor Plan

1456 SQ FT



# 3 BEDROOM COTTAGE ATTACHED GARAGE



First Floor Plan



Second Floor Plan

1456 SQ FT





# 4 - STORY LOFTS -1 & 2 BEDROOM



1 BR Loft - 754 SF



2 BR Loft - 1,102 SF

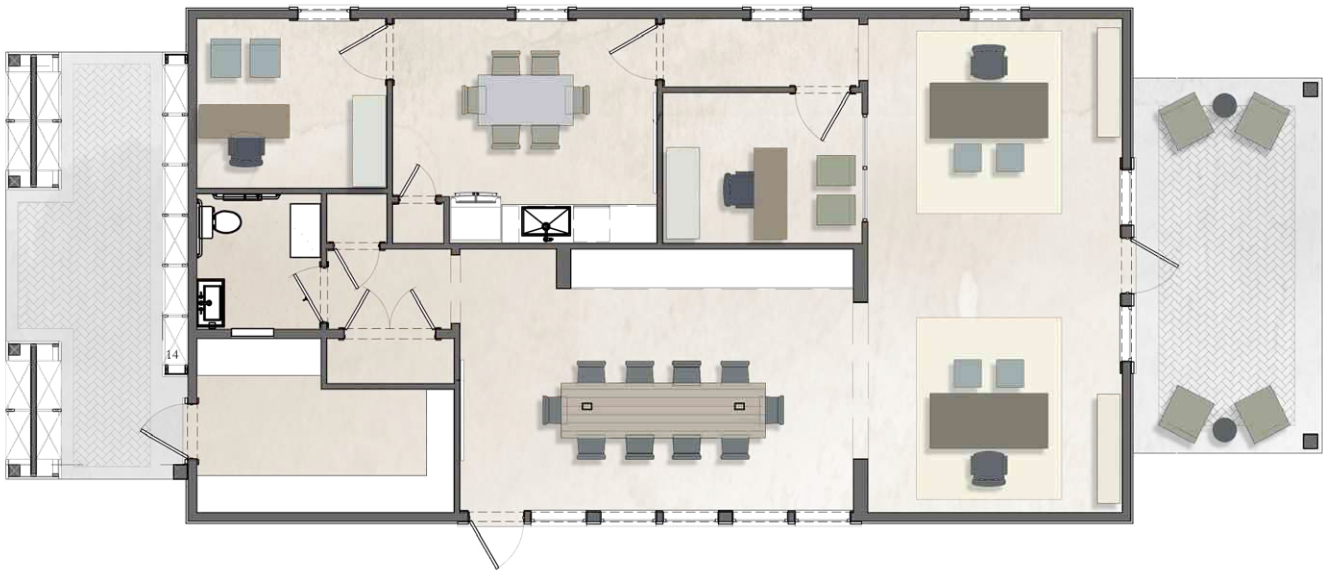


NEED NOT BE BUILT

CLUBHOUSE LEASING



Elevation



Floor Plan

A decorative border at the bottom of the page featuring a repeating pattern of the word "LEO" in a stylized font, surrounded by floral motifs.

1456 SQ FT

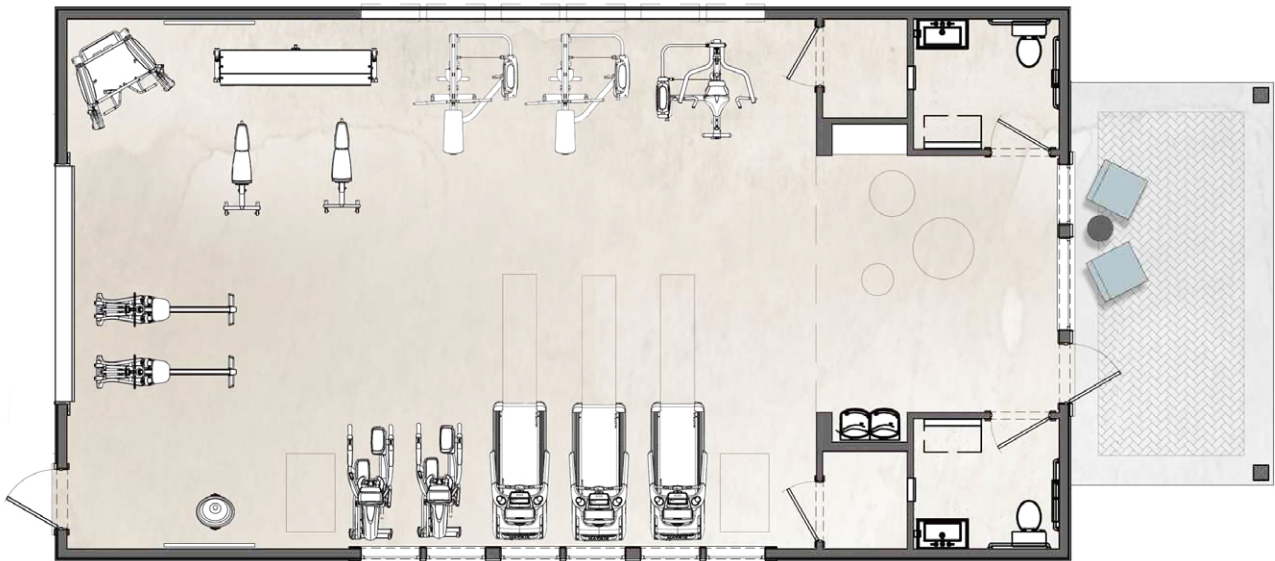
NEED NOT BE BUILT



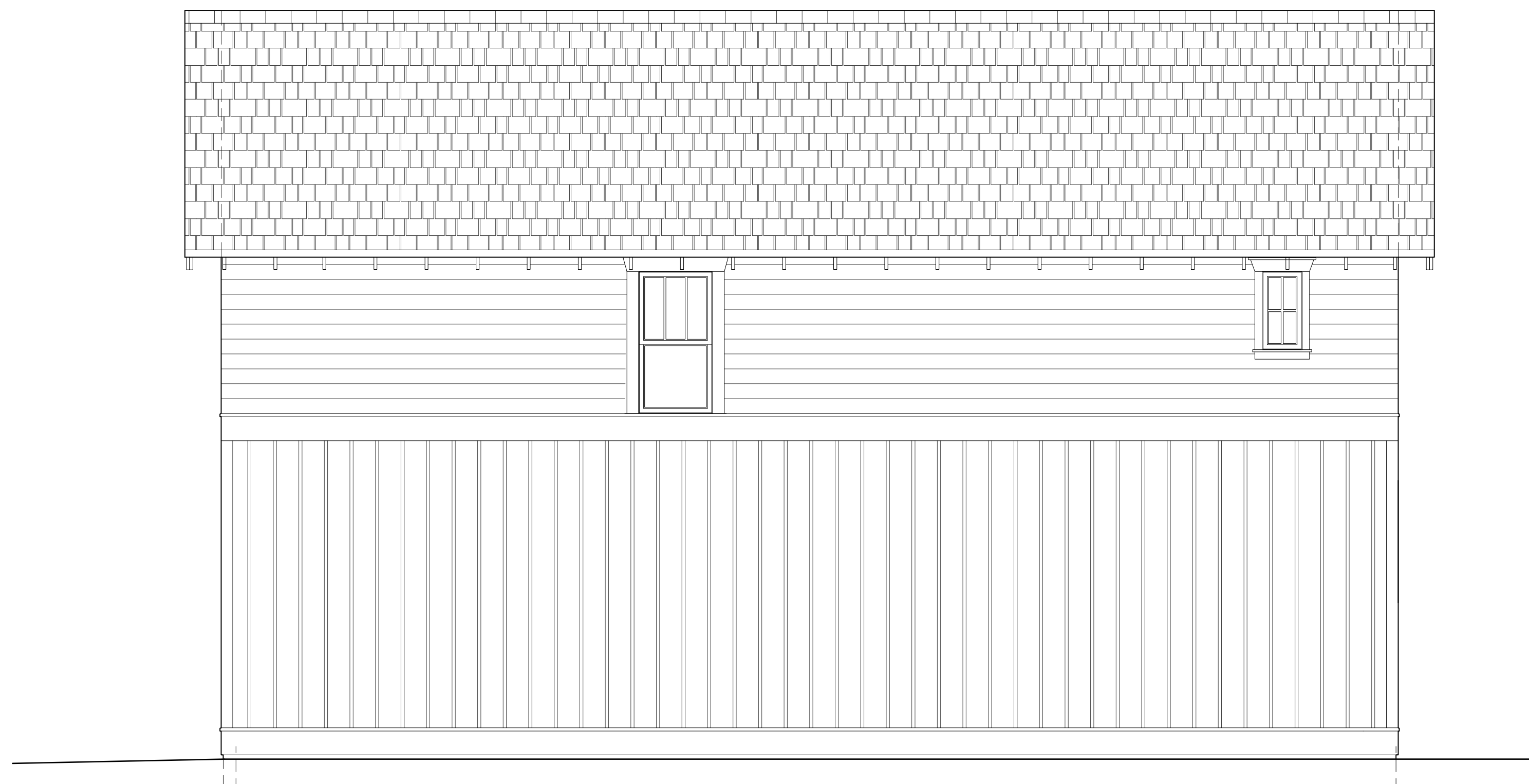
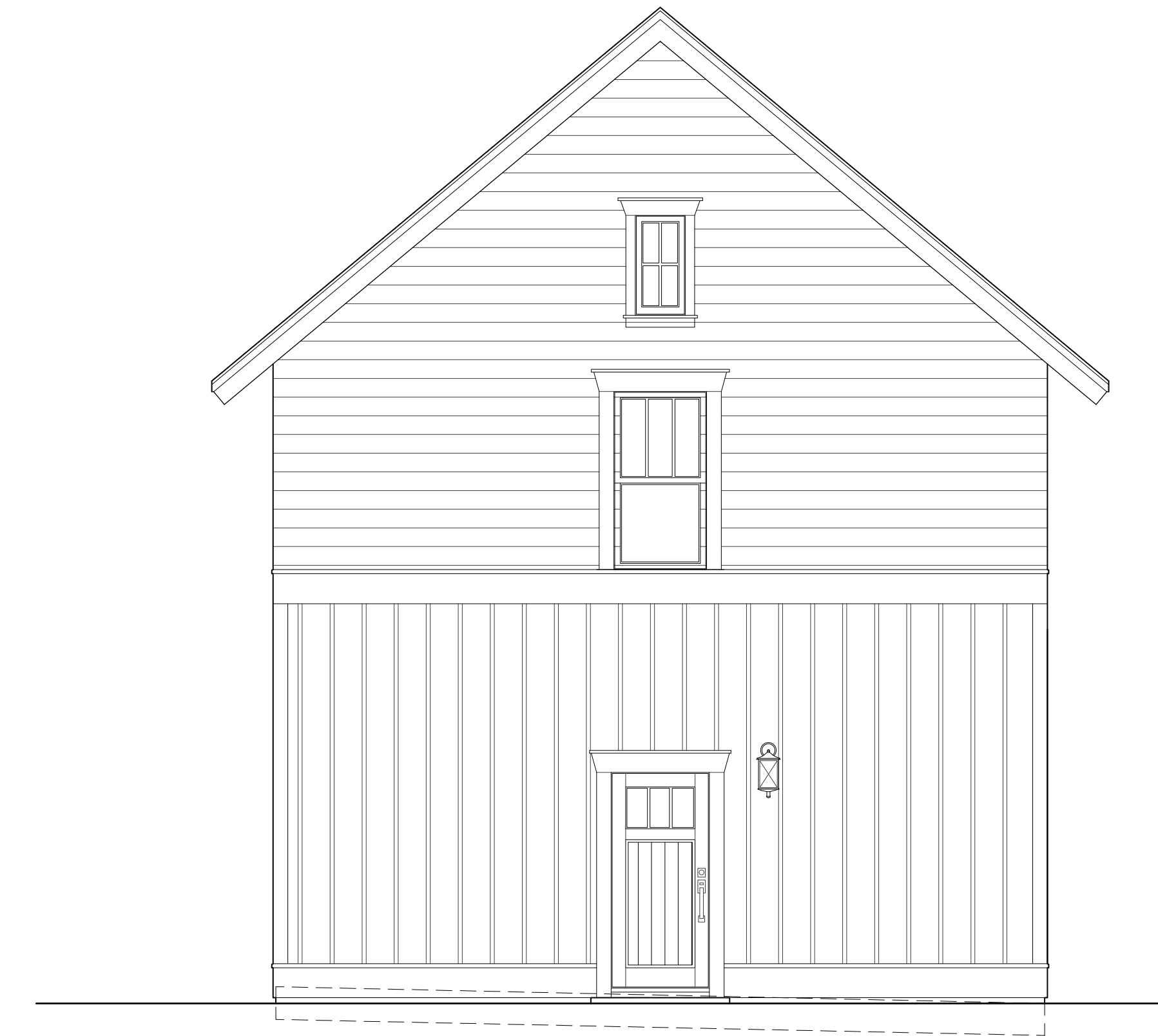
CLUBHOUSE FITNESS



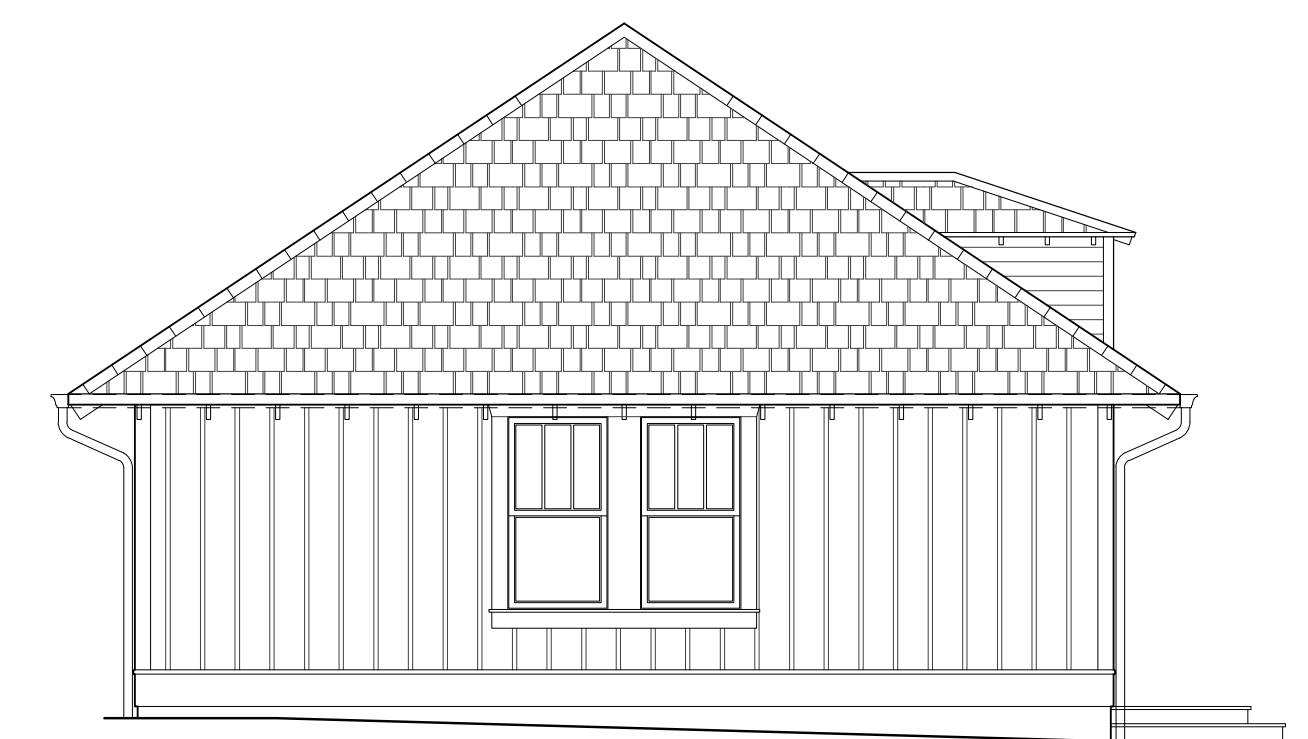
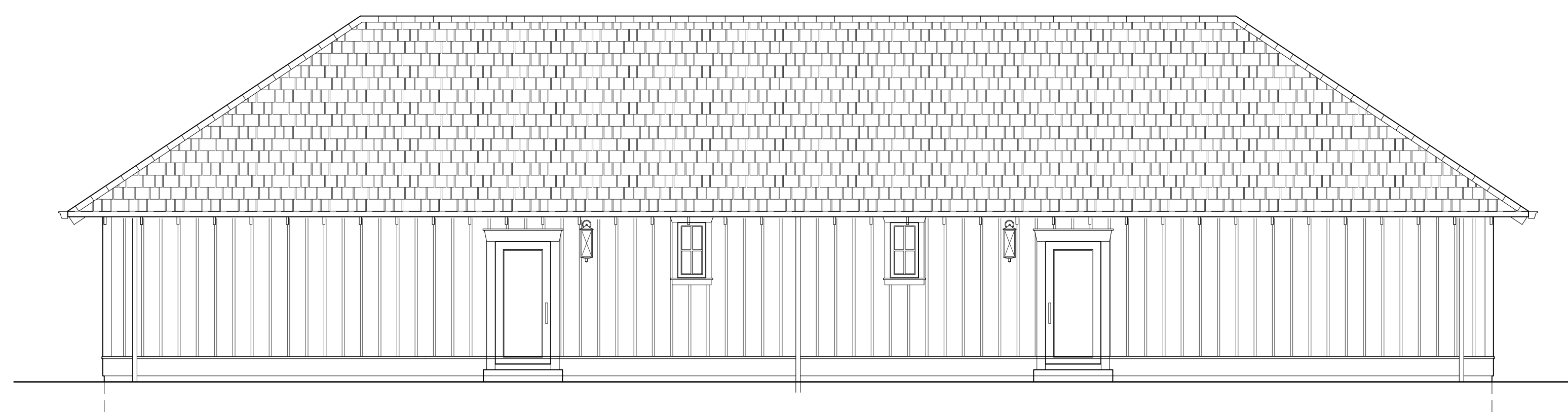
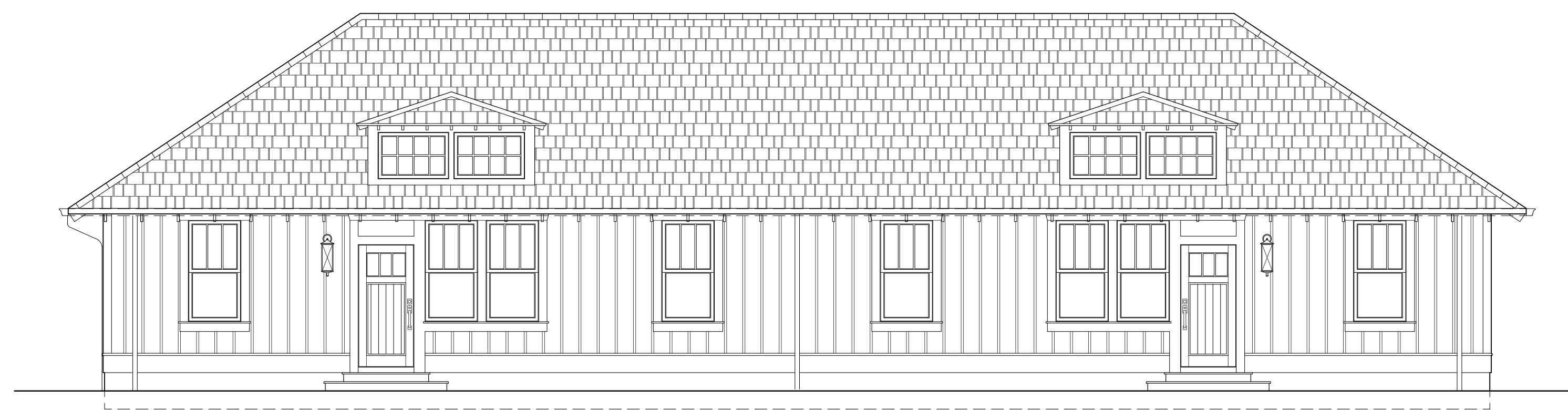
Elevation



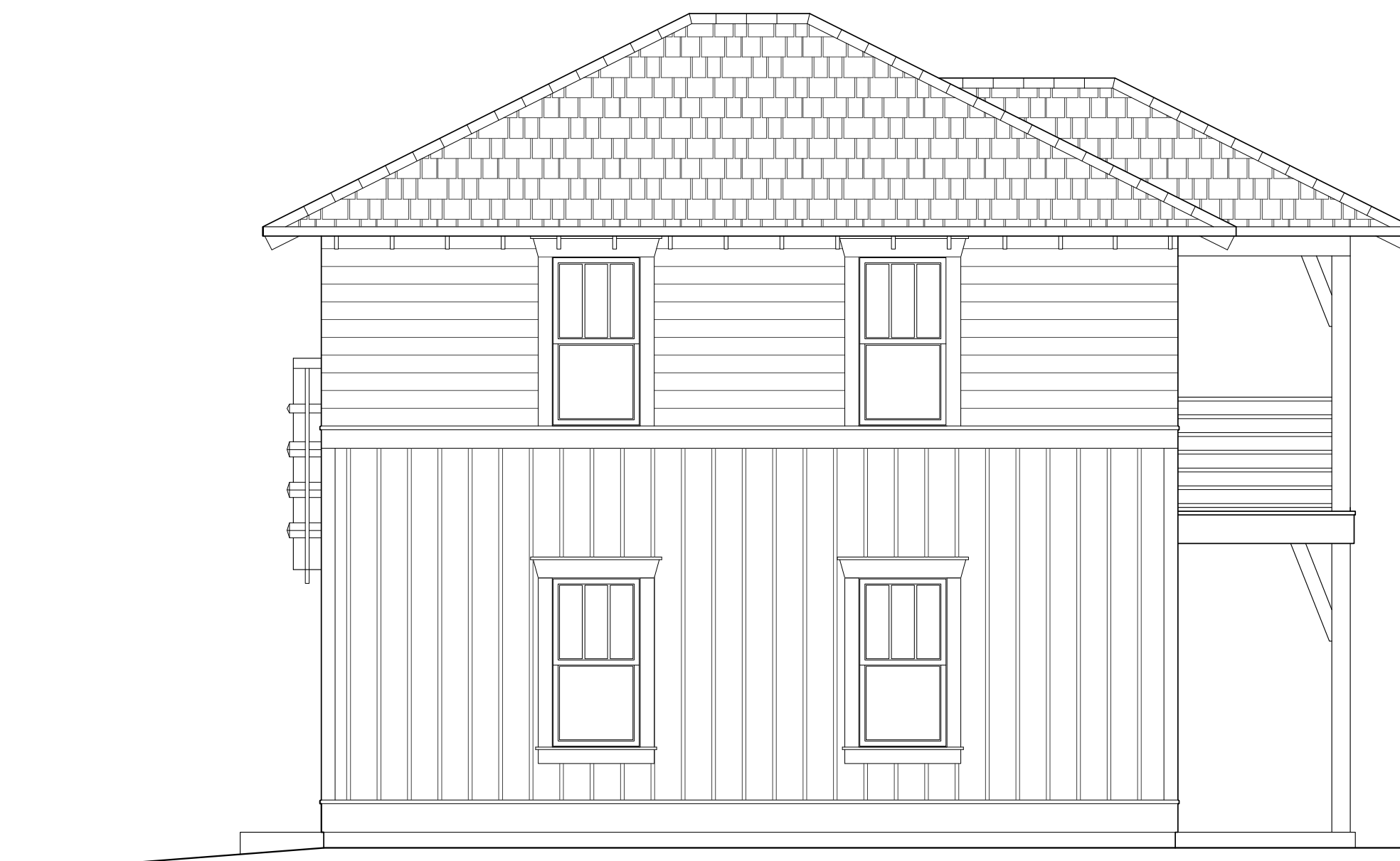
Floor Plan

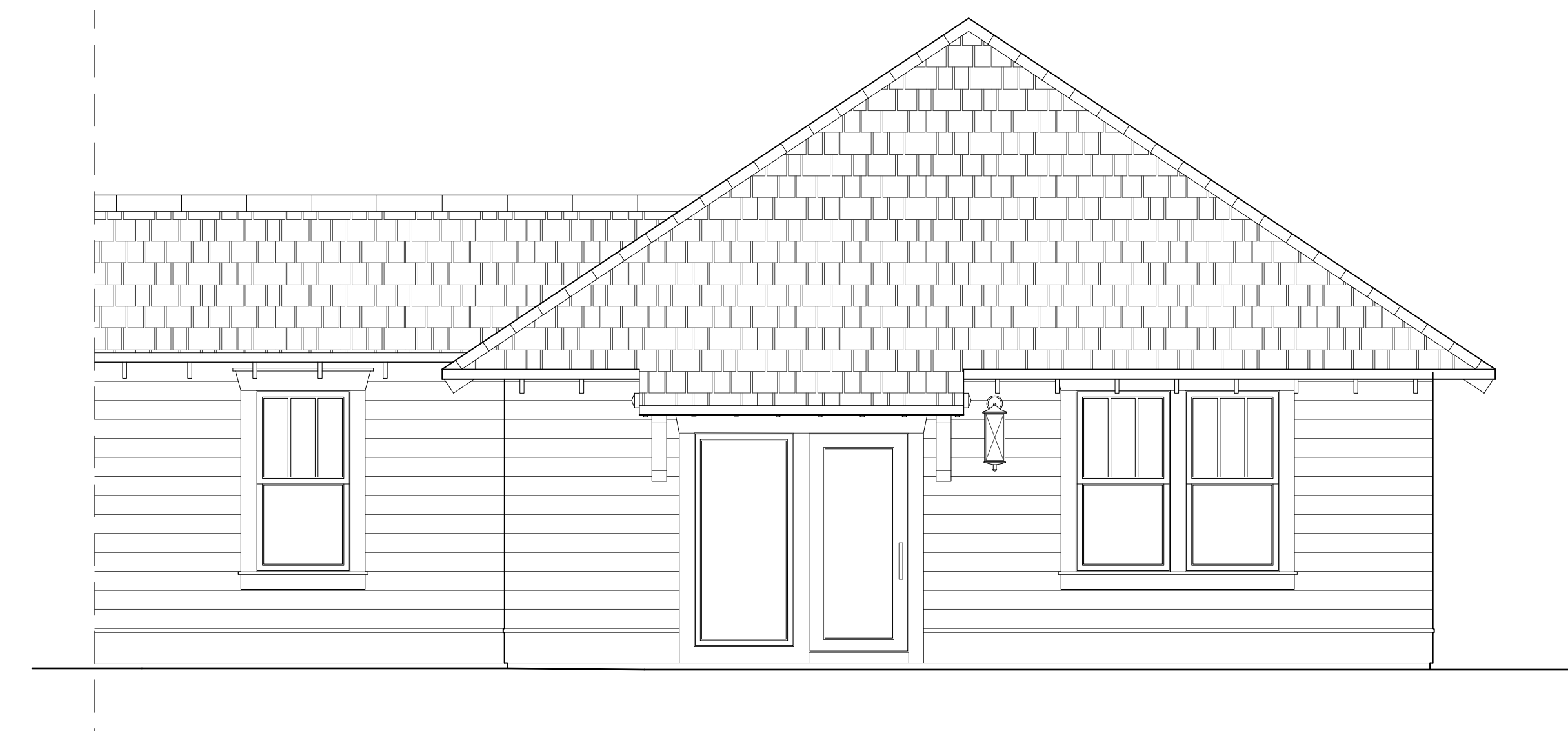
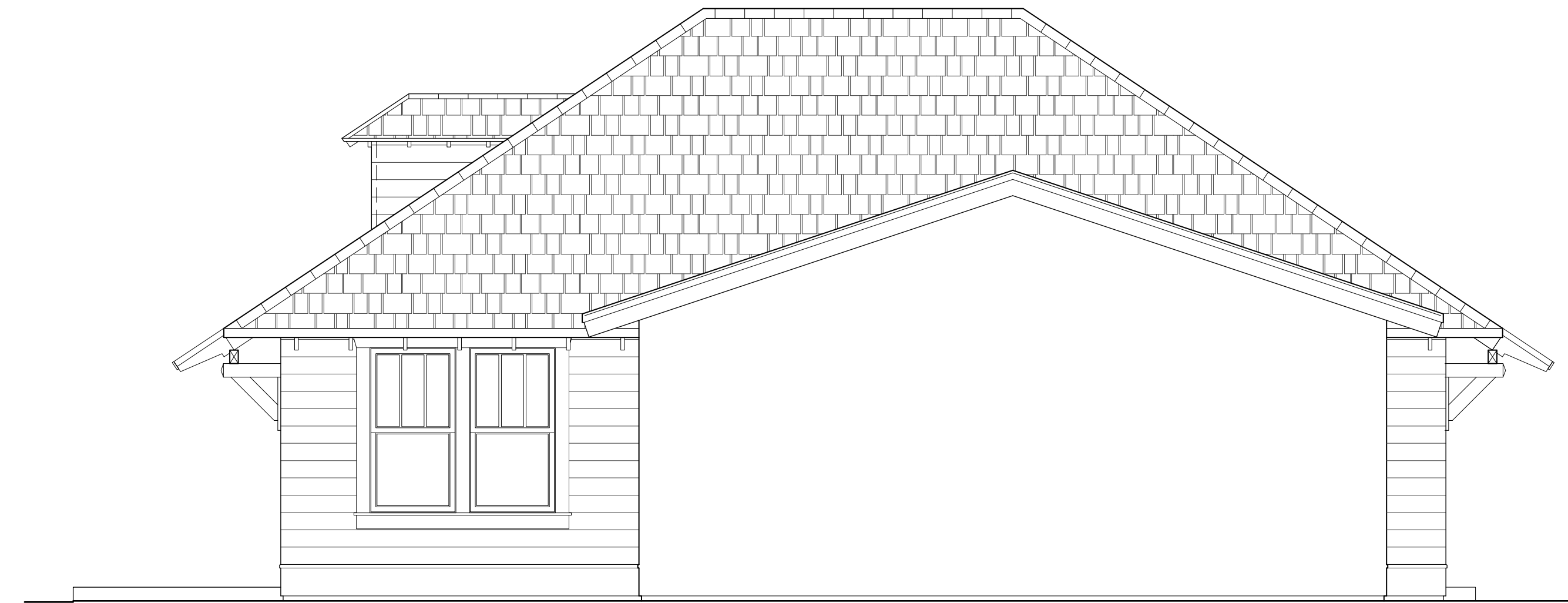


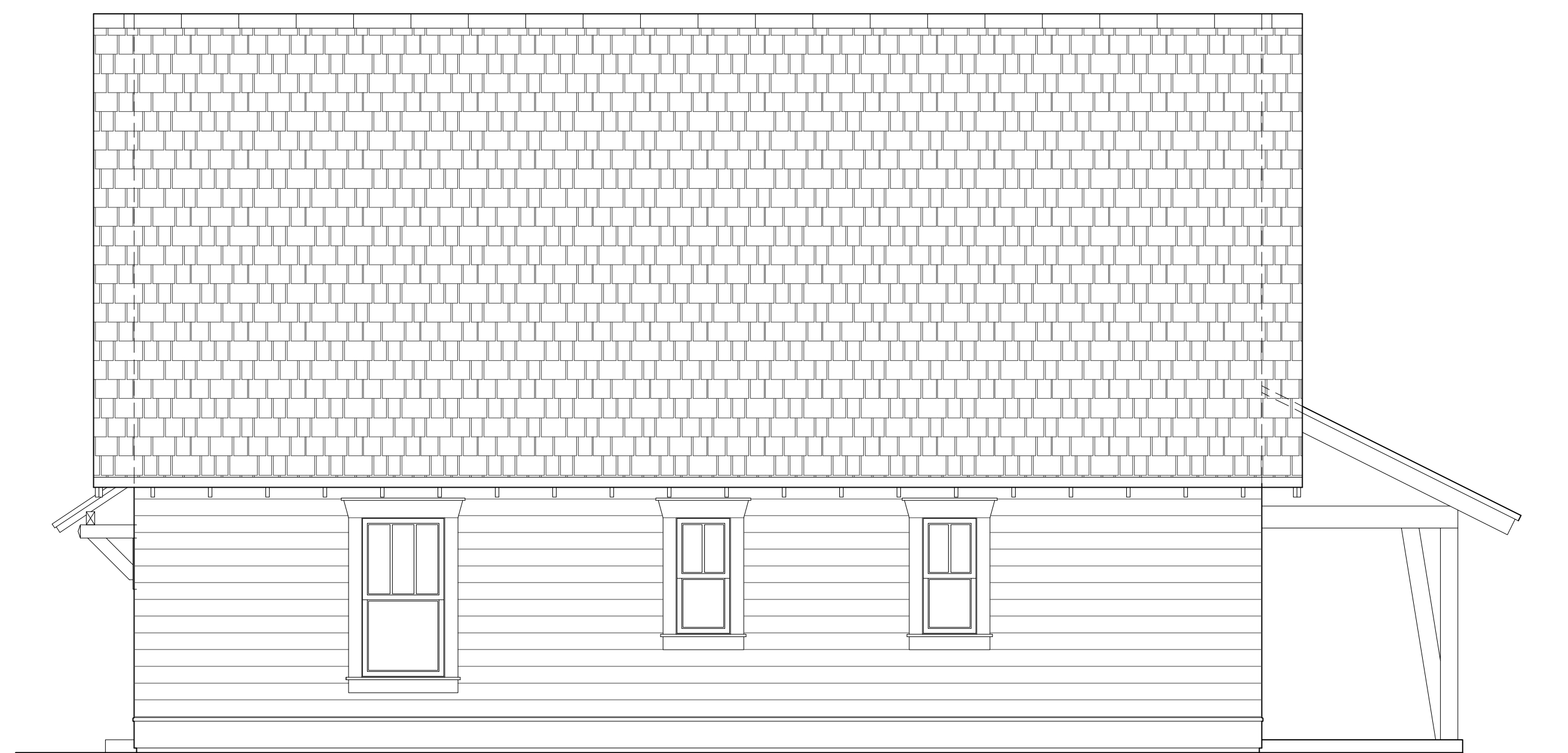
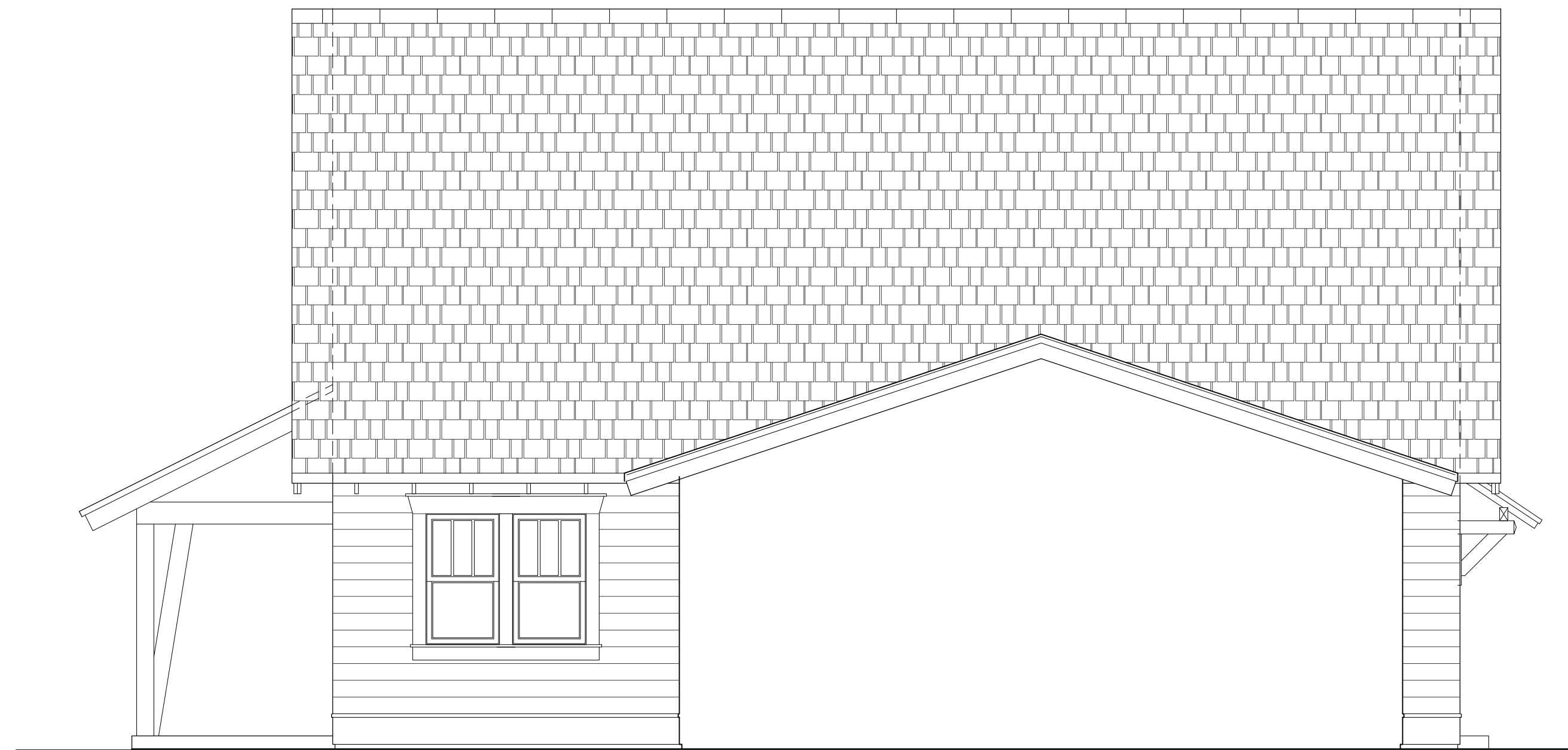




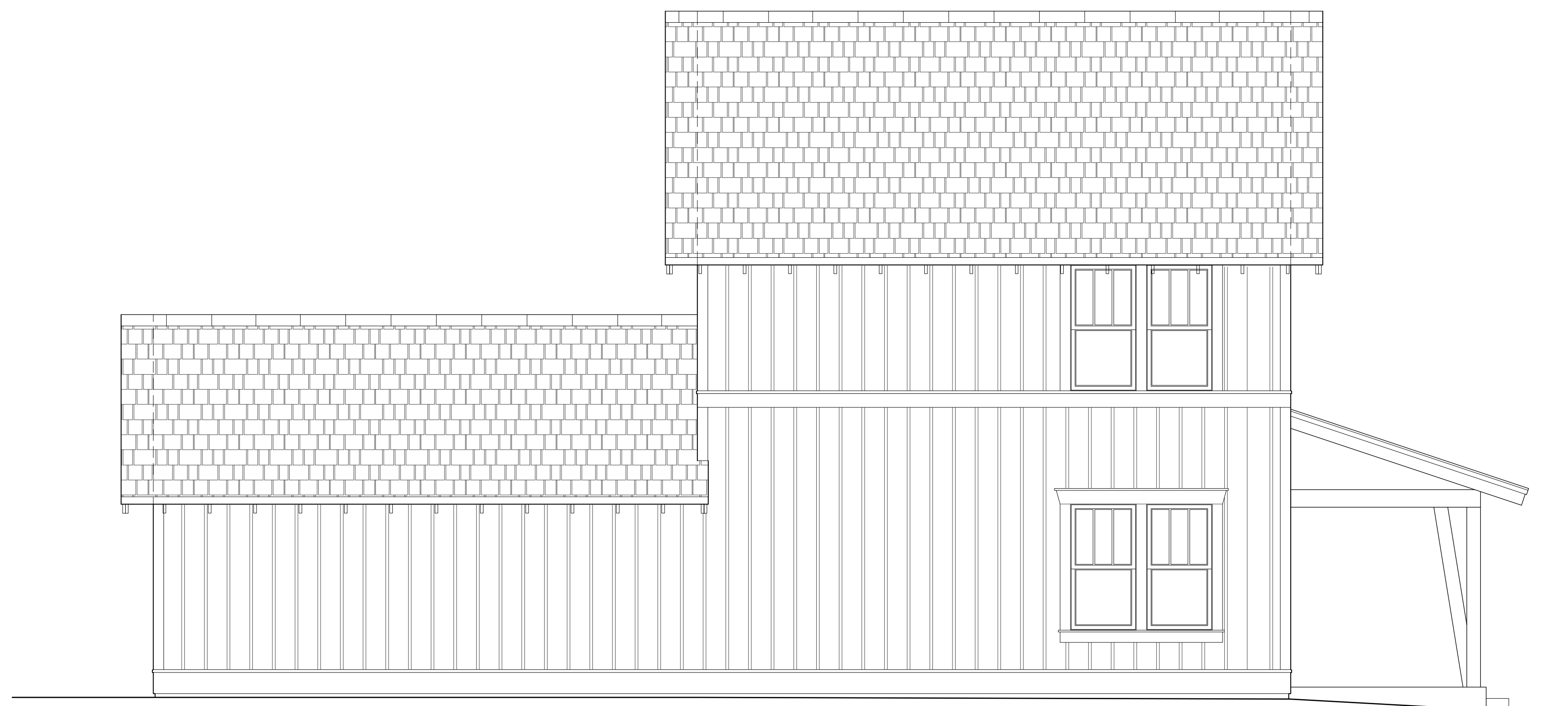
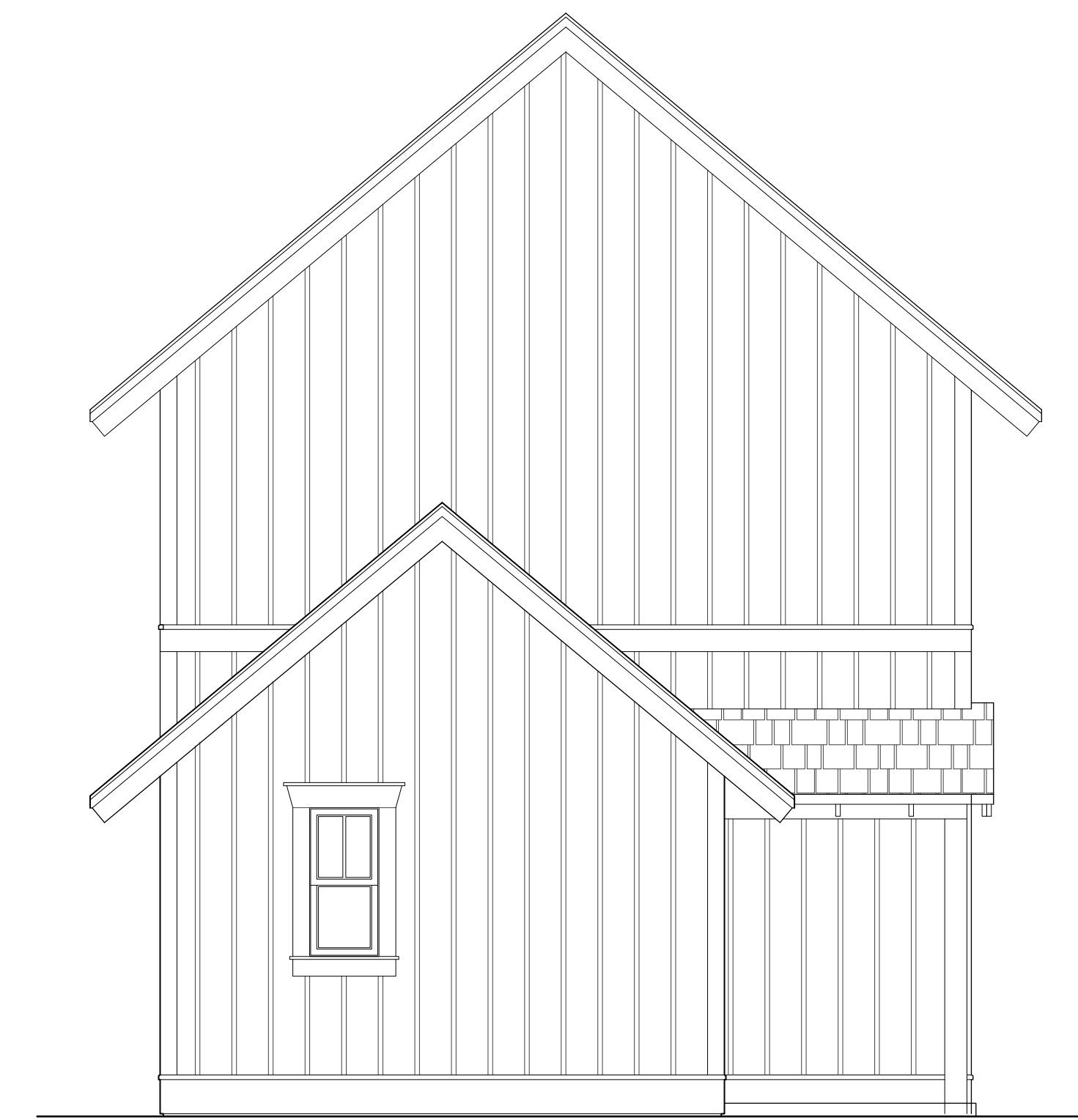


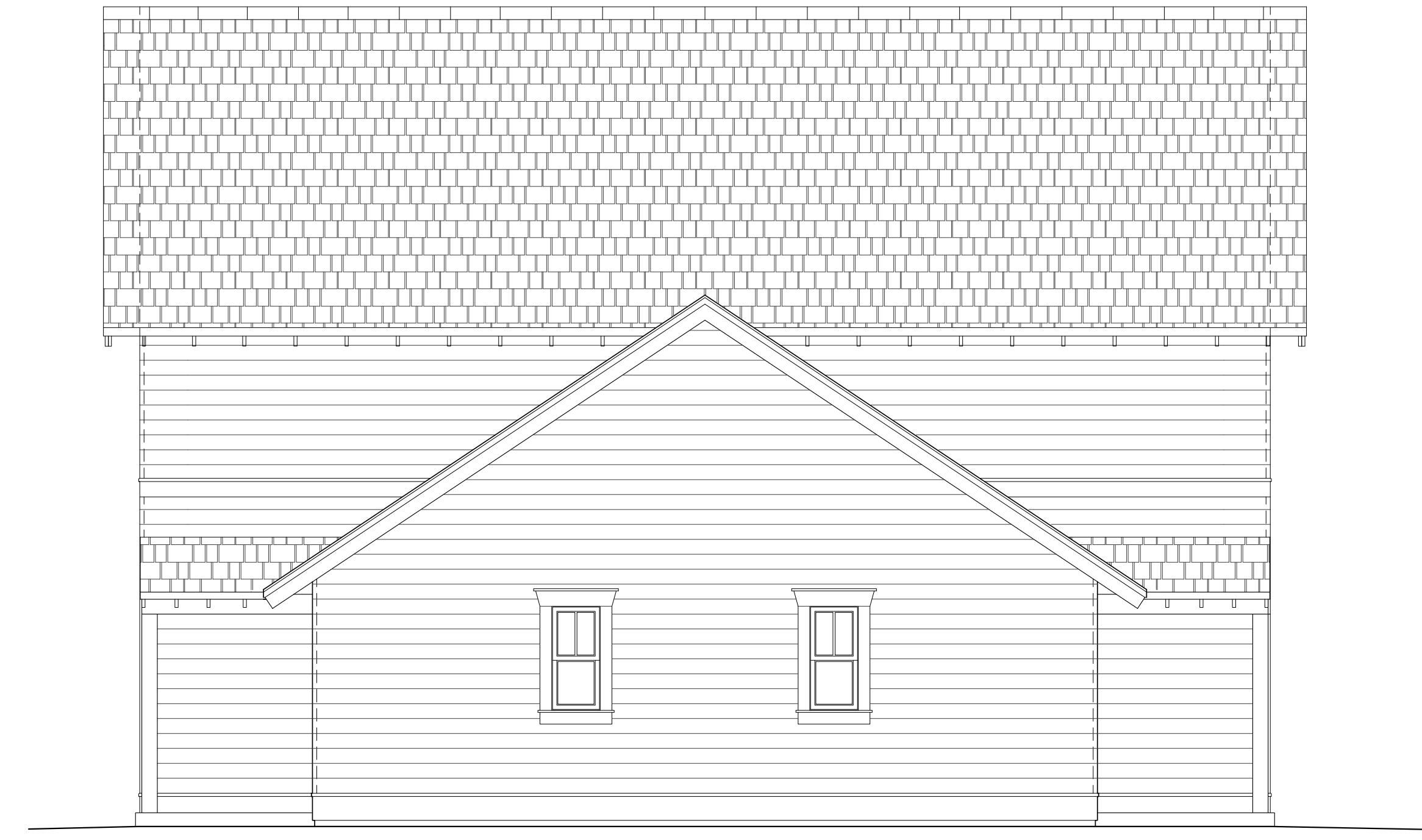


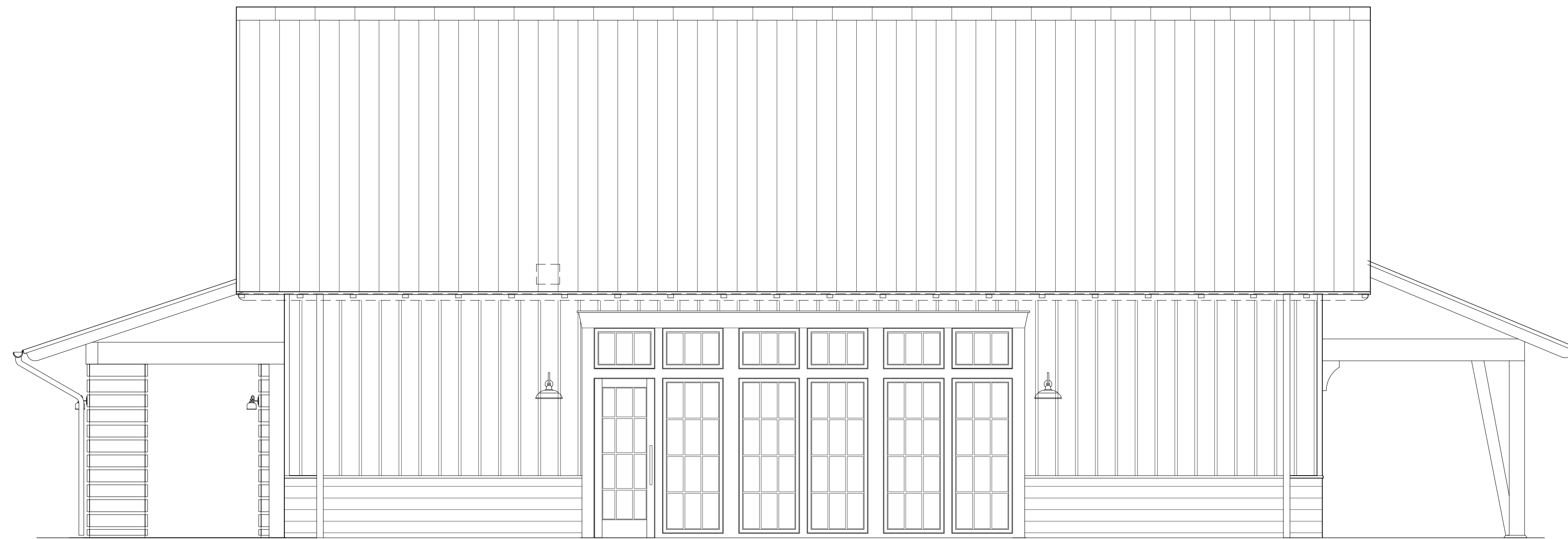
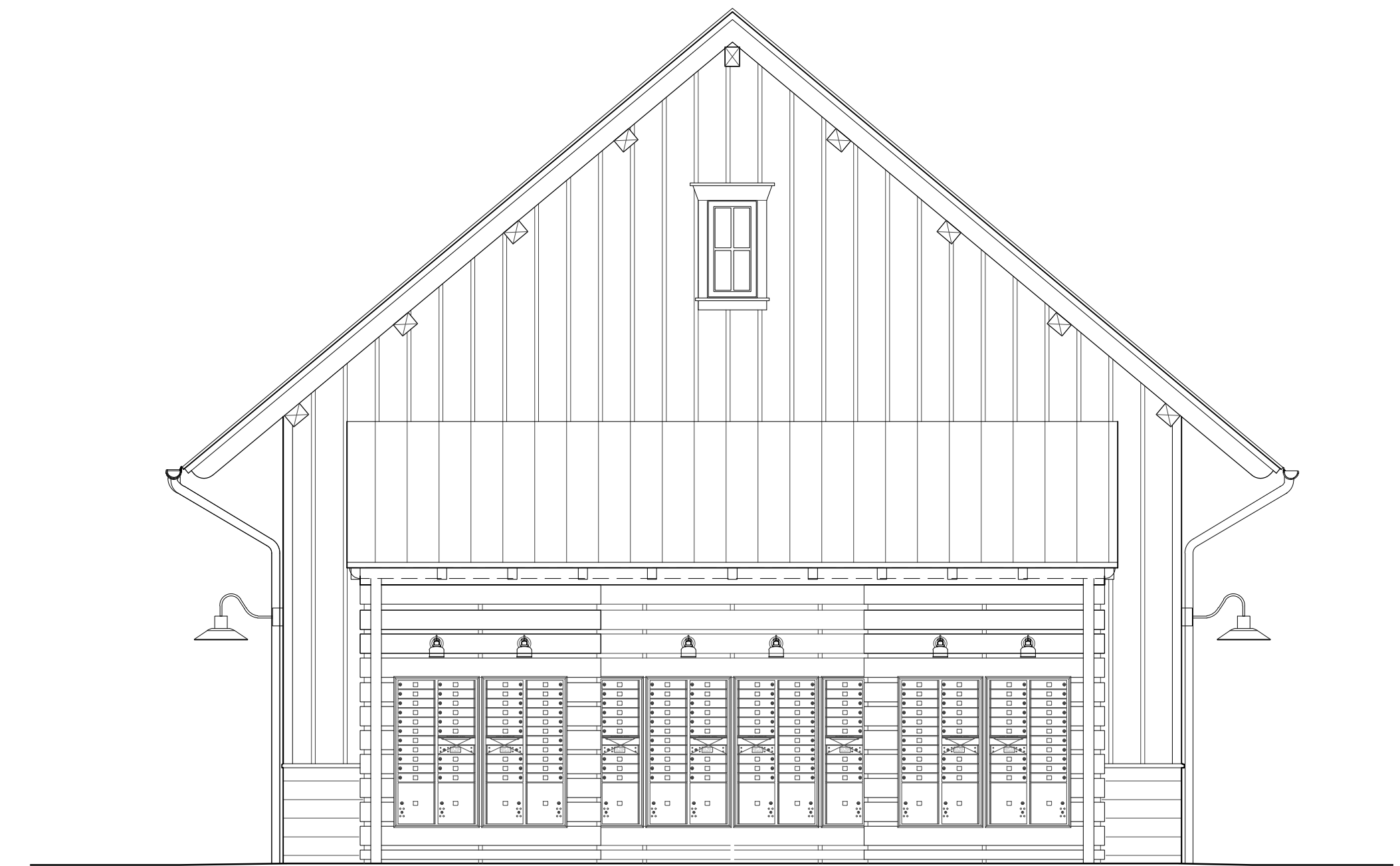
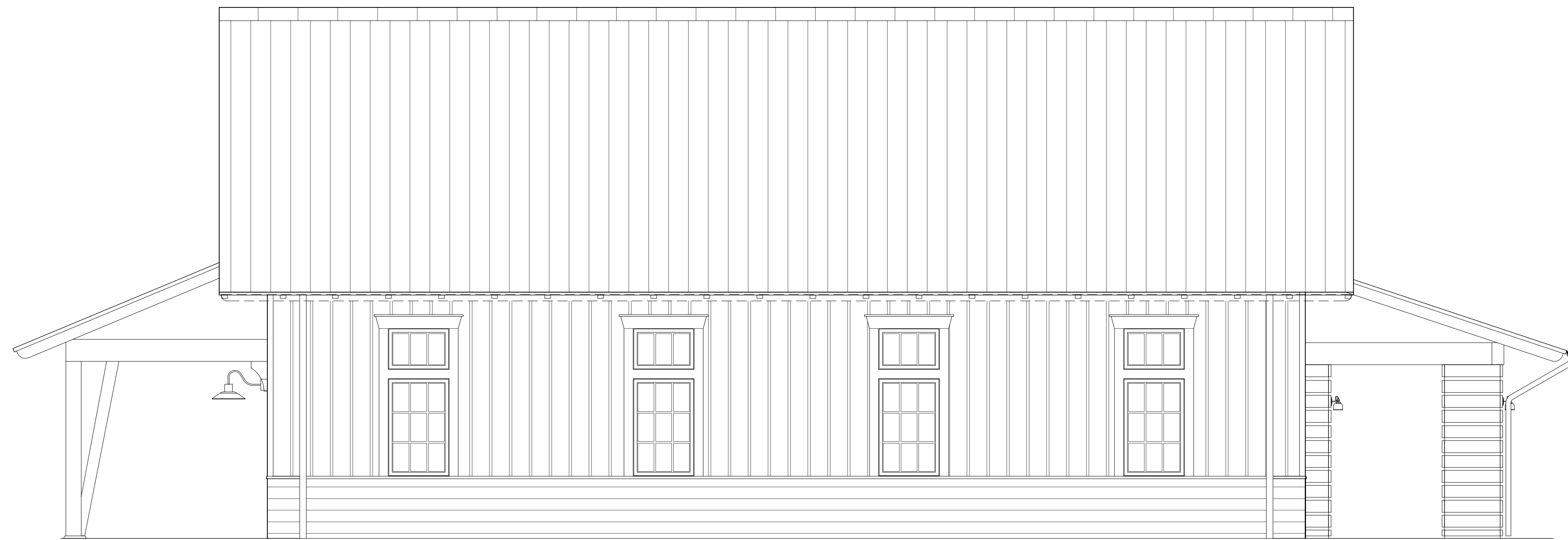


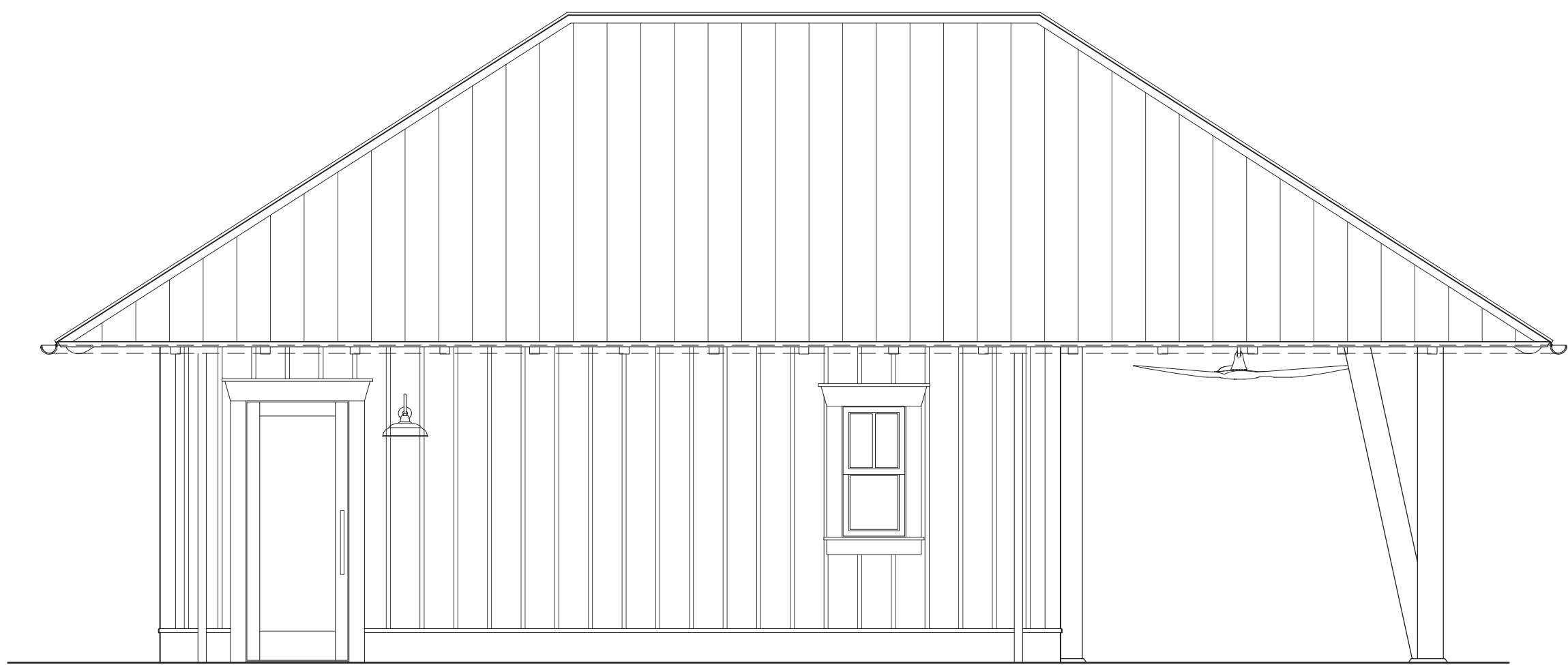
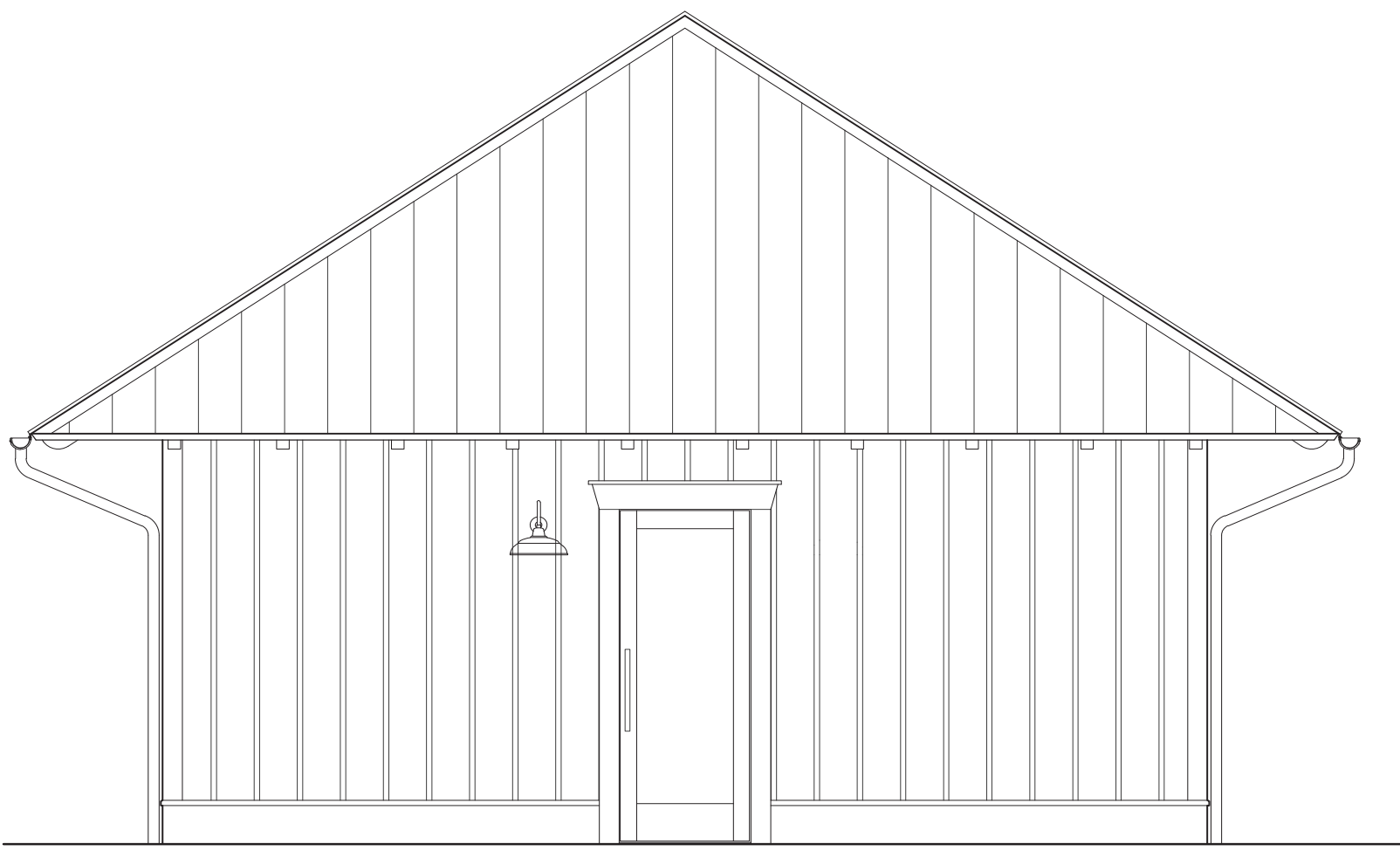
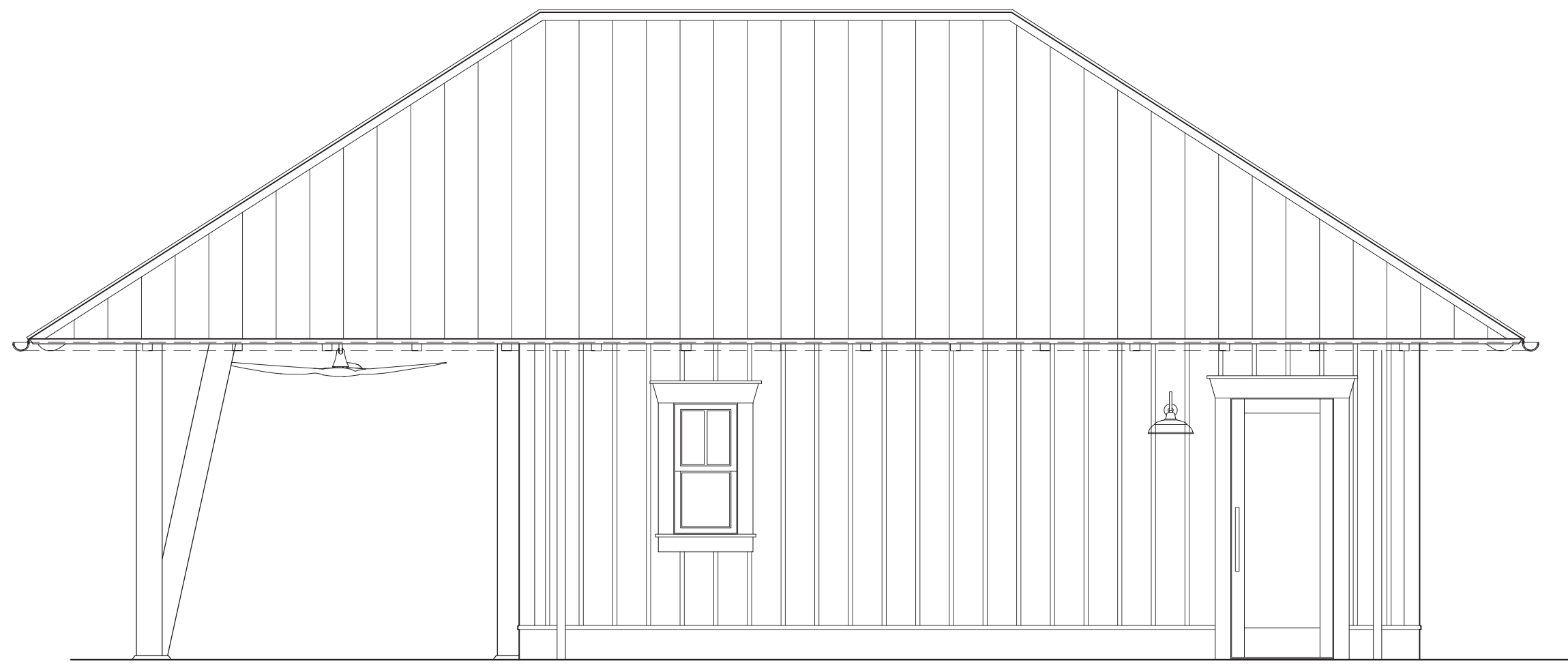




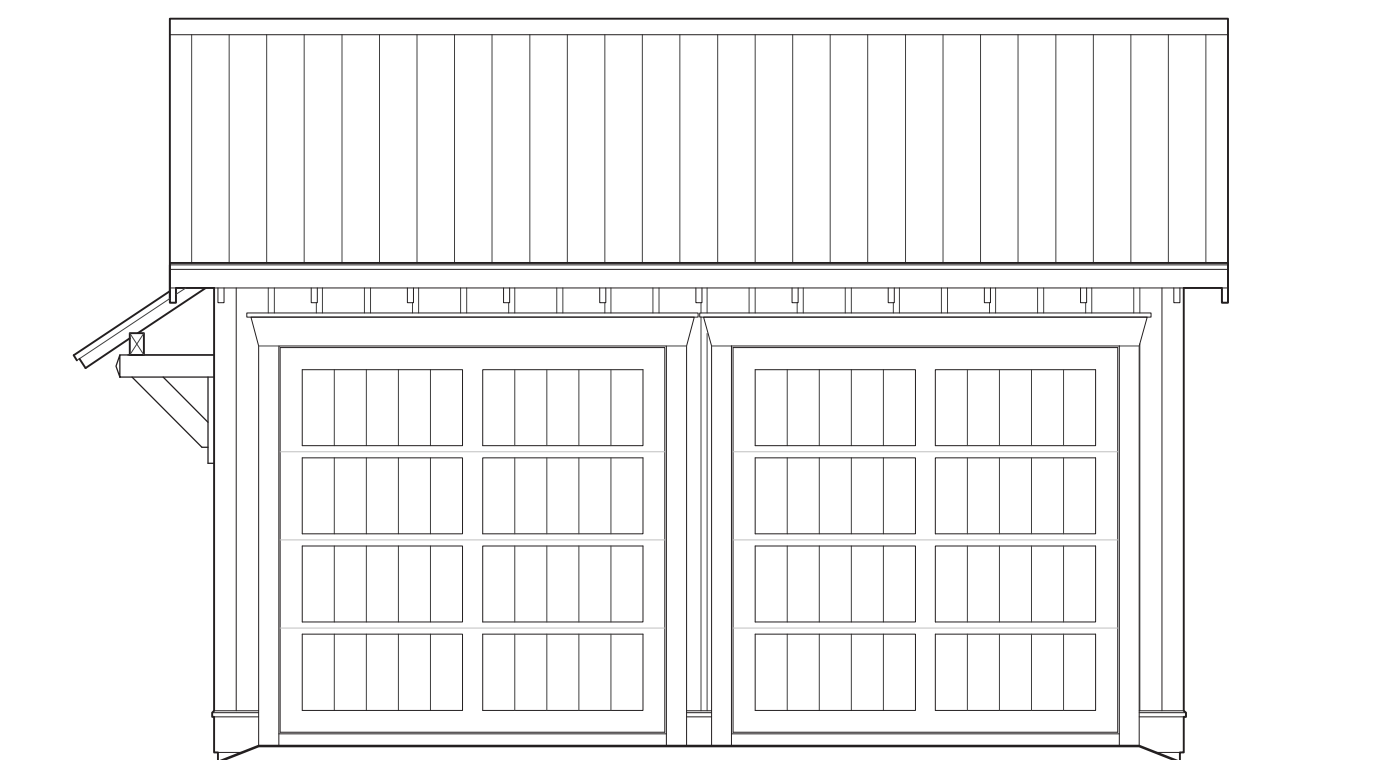
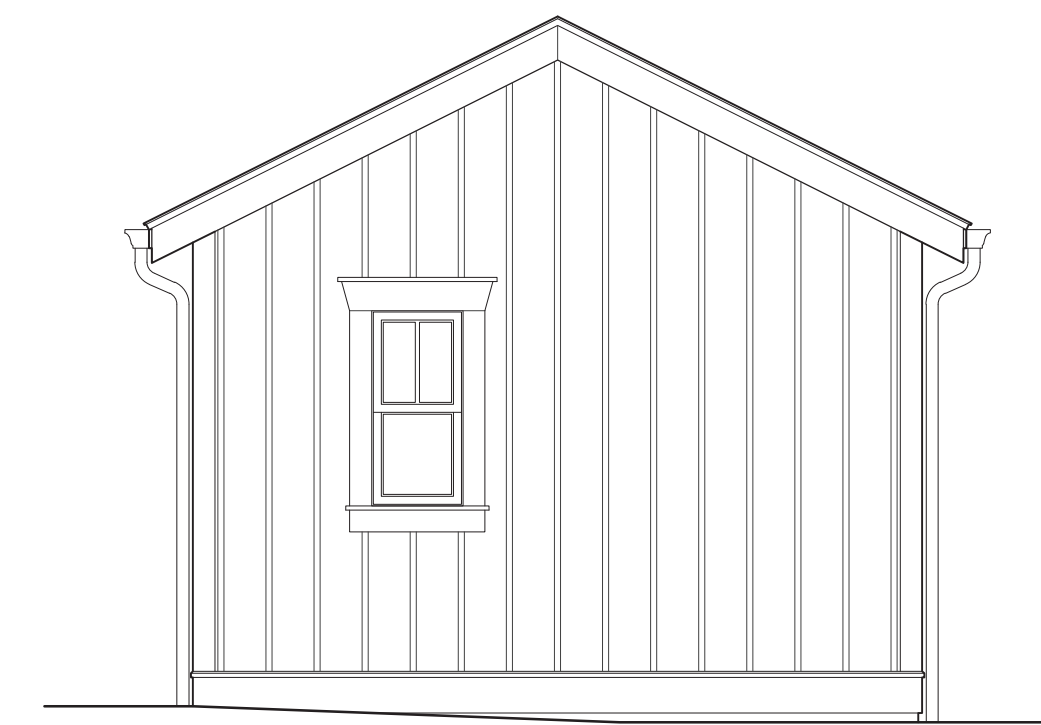
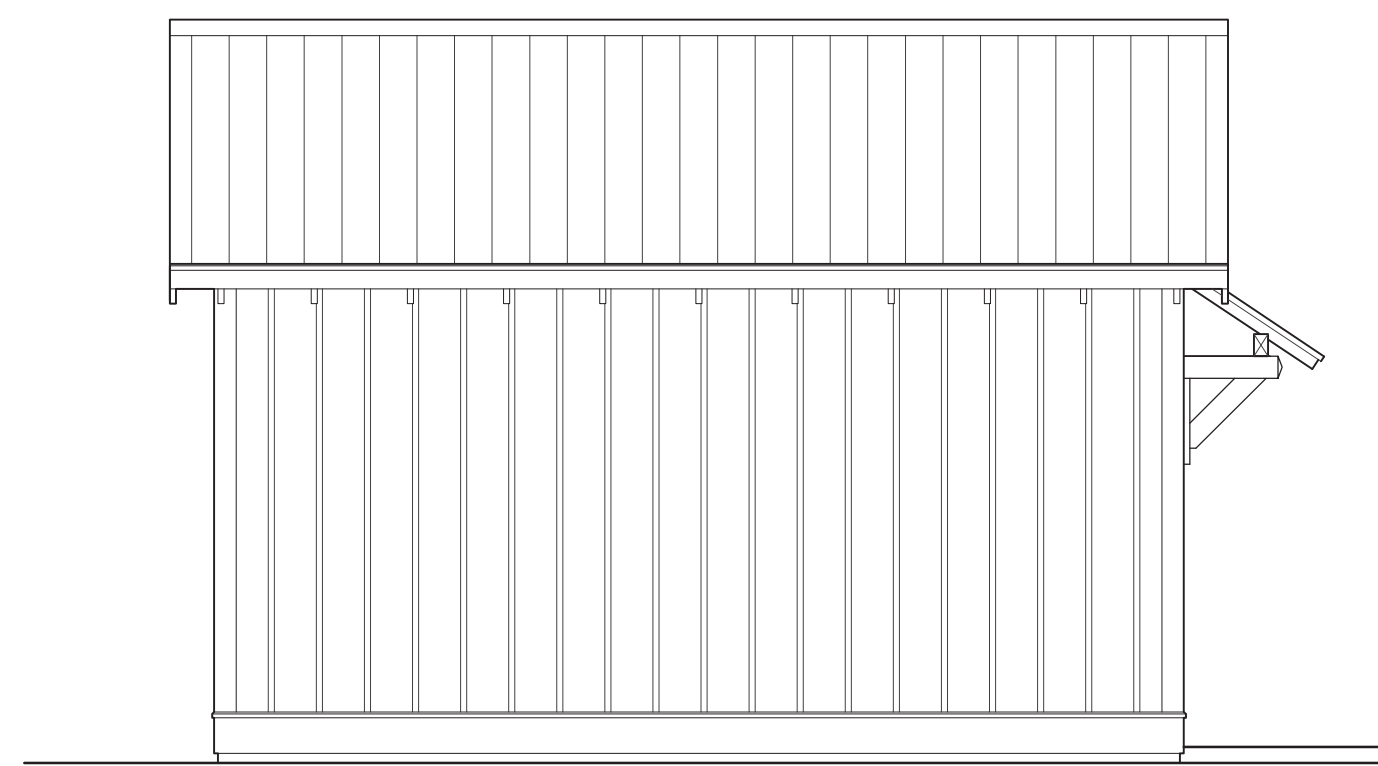


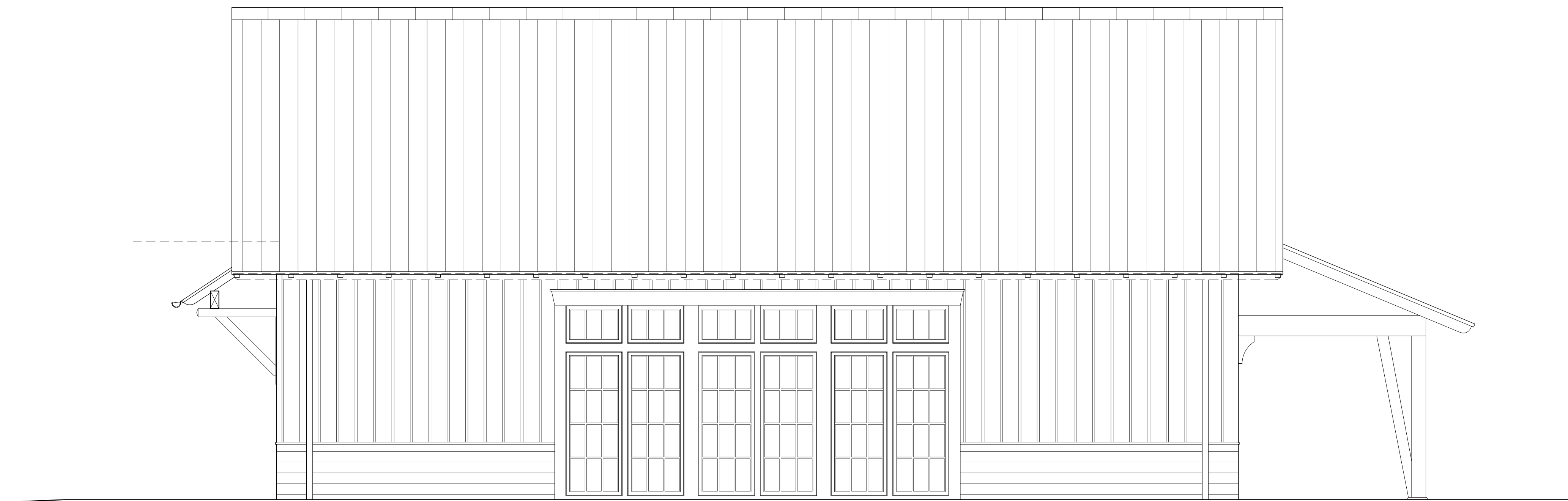
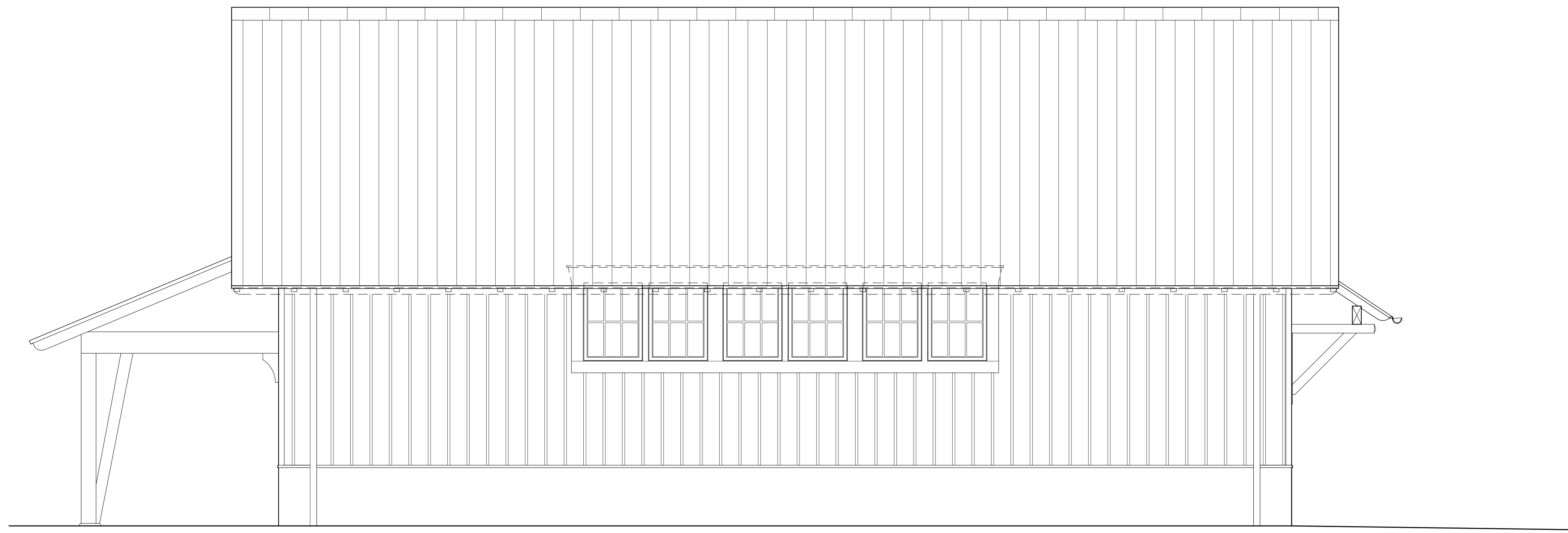








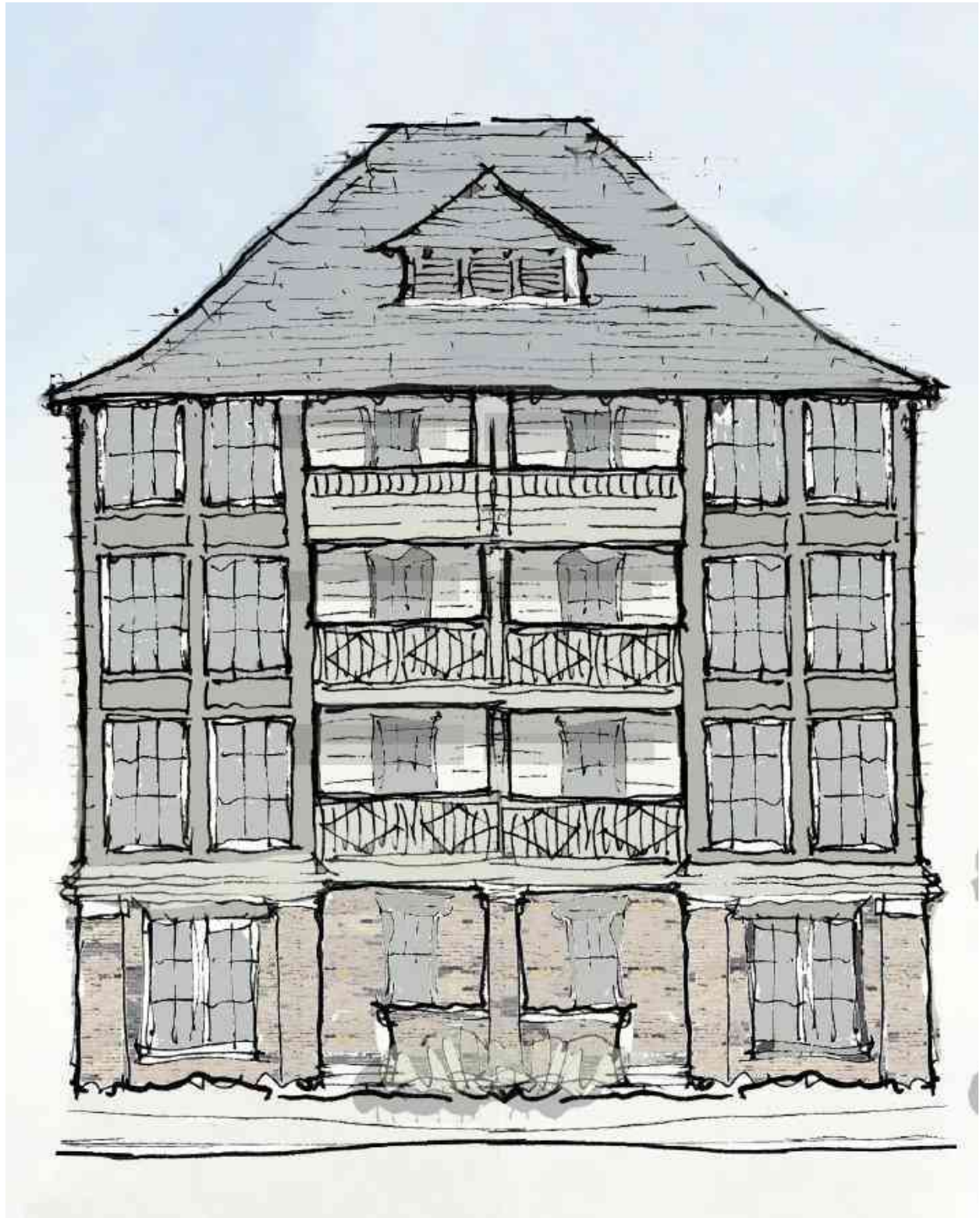






## LOFTS AT CARMEL CONCEPTUAL ELEVATION





**LOFTS AT CARMEL CONCEPTUAL ELEVATION**



**Advenir Oakley Capital, LLC**



**NEQUETTE**  
ARCHITECTURE & DESIGN

# **TAB 6**

# Cottages at Old Monrovia

## Example Streetscape



Advenir Oakley Capital



*Note: CaOM is a property co-developed, co-owned, and operated by Oakley Group through a separate joint venture alongside another third party. CaOM is not developed, owned, or operated by Advenir Oakley Capital.*



# Cottages at Old Monrovia Streetscape



Advenir Oakley Capital



*Note: CaOM is a property co-developed, co-owned, and operated by Oakley Group through a separate joint venture alongside another third party. CaOM is not developed, owned, or operated by Advenir Oakley Capital.*

# Cottages at Old Monrovia Community



Advenir Oakley Capital



*Note: CaOM is a property co-developed, co-owned, and operated by Oakley Group through a separate joint venture alongside another third party. CaOM is not developed, owned, or operated by Advenir Oakley Capital.*



# Cottages at Old Monrovia Community



Advenir Oakley Capital



*Note: CaOM is a property co-developed, co-owned, and operated by Oakley Group through a separate joint venture alongside another third party. CaOM is not developed, owned, or operated by Advenir Oakley Capital.*

# Cottages at Old Monrovia

## Model Unit



Advenir Oakley Capital



- Fenced and gated private patio and maintenance-free backyards
- Pet Doors
- Upgraded kitchen cabinetry
- Luxurious, quartz and bath countertops
- Upgraded kitchen and bath fixtures
- Stainless steel appliances, including range, dishwasher, microwave and refrigerator
- Full size washer/dryer
- Upgraded window coverings
- Energy efficient dual-pane windows
- 10ft. – 16ft. high ceilings
- Attractive wood tile flooring
- Plentiful closet space with built-in shelving

*Note: CaOM is a property co-developed, co-owned, and operated by Oakley Group through a separate joint venture alongside another third party. CaOM is not developed, owned, or operated by Advenir Oakley Capital.*



# Cottages at Old Monrovia Model Unit



Advenir Oakley Capital



*Note: CaOM is a property co-developed, co-owned, and operated by Oakley Group through a separate joint venture alongside another third party. CaOM is not developed, owned, or operated by Advenir Oakley Capital.*

# Cottages at Old Monrovia Clubhouse



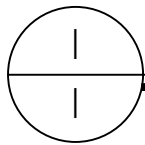
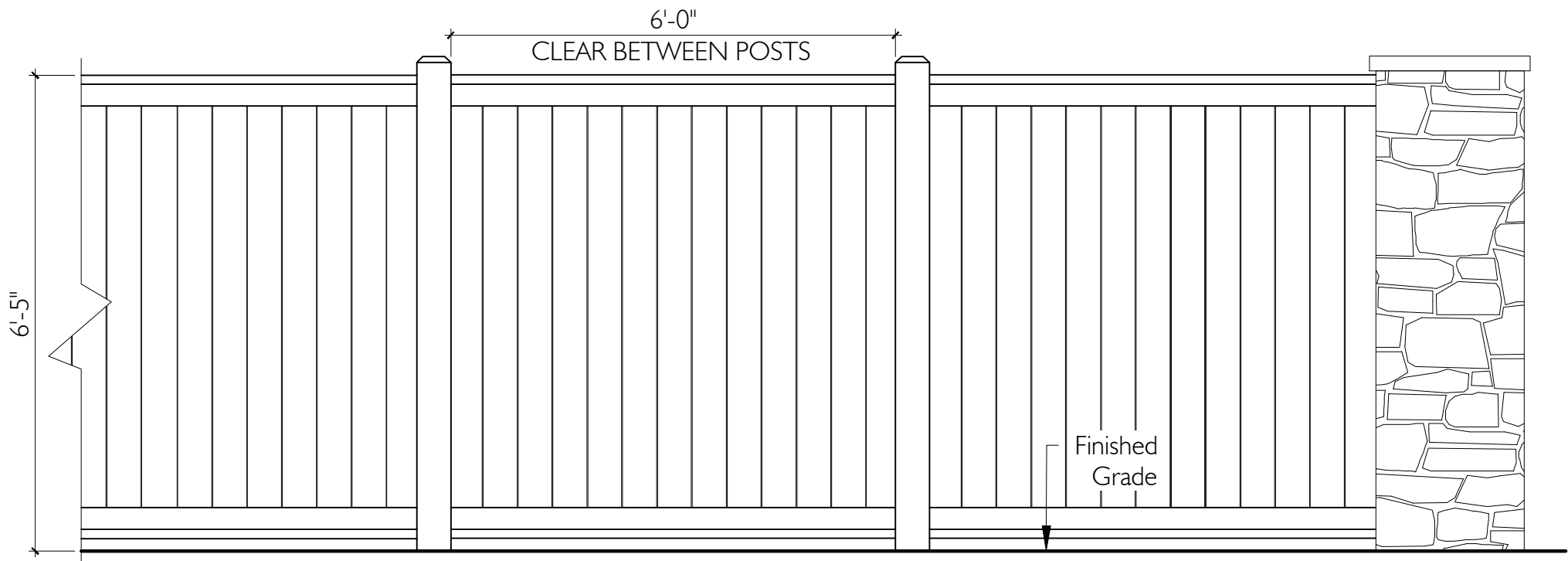
Advenir Oakley Capital



*Note: CaOM is a property co-developed, co-owned, and operated by Oakley Group through a separate joint venture alongside another third party. CaOM is not developed, owned, or operated by Advenir Oakley Capital.*







## CONCEPT ELEVATION of BOUNDARY FENCE

Scale: 1/2" = 1'

# **TAB 7**



SW 7069 Iron Ore
  SW 6229 Tempe Star
  SW 2813 Downing Straw
  SW 6399 Chamomile
  White
  Faux Wood Texture

## A) ILLUMINATED MONUMENT - DOUBLE SIDED

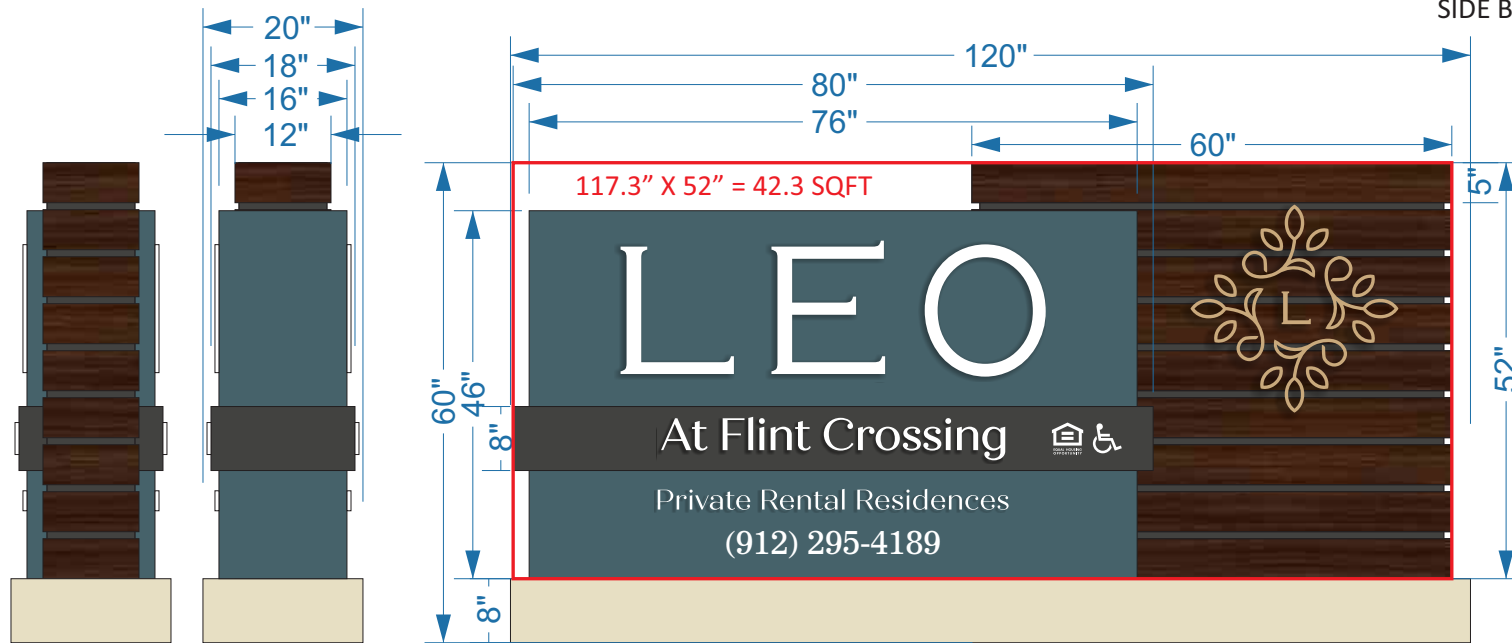
120" x 60" x 20" - Qty: 2

Aluminum structure w/ push-thru acrylic lettering;  
Day/night vinyl in between wood planks (front and back)  
(Mount w/ 2 post footers per engineering)

**CLIENT TO CONFIRM PHONE #**



SIDE B



SIDE A

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	1

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

These designs are the sole property of SignJive and may not be used for bidding purposes. Ownership of these designs will be transferred to the client upon purchase of these signs.

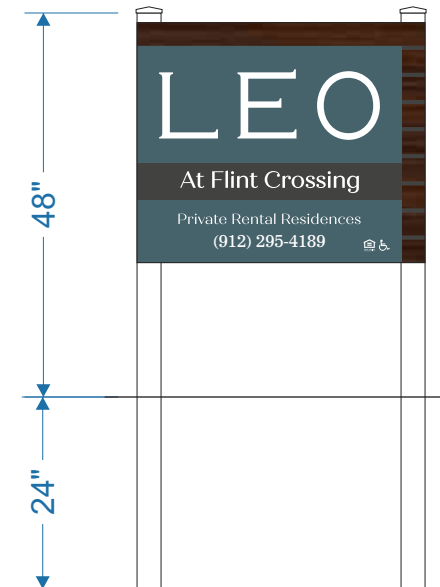
Thank You For Choosing Sign Jive!



SW 7069 Iron Ore
  SW 6229 Tempe Star
  White
  Faux Wood Texture

Cap 153 Midnight Blue
  Cap 134 Brown Bronze

Scale: 1" = 1'



## Ab) NON-ILLUMINATED SECONDARY ENTRANCE (WHITSON AVE)

36" x 30" - Single sided - Qty: 1  
 .080 aluminum w/ direct print, ACC  
 (Mount to 2-6' posts - 4 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	2

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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 Ownership of these designs will be transferred to the client upon purchase of these signs.

Thank You For Choosing Sign Jive!



SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'

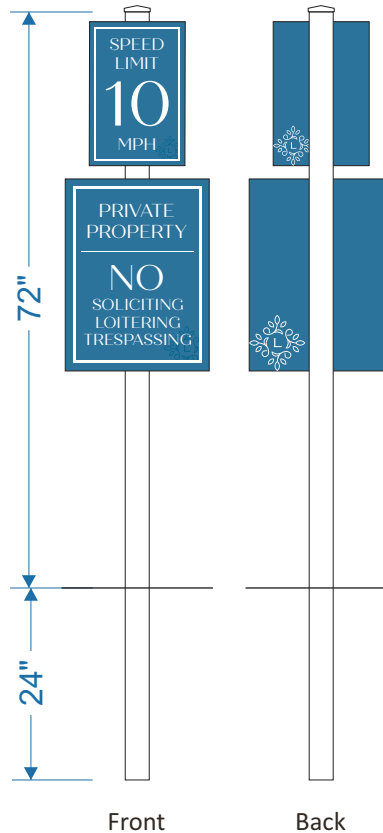


FRONT

BACK

### B) SPEED LIMIT 10 MPH

12" x 18" - Single sided - Qty: 9  
.080 aluminum w/ direct print, ACC  
and painted w/ logo backside  
(Mount to 8' post - 2 caps)

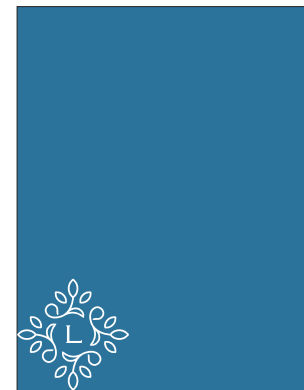


Front

Back



FRONT



BACK

### C) PRIVATE PROPERTY

18" x 24" - Single sided - Qty: 3  
.080 aluminum w/ direct print, ACC  
and painted w/ logo backside  
(Mount to same post as B - 2 caps)

PROPERTY NAME

DESCRIPTION

DESIGN DATE

INSTALL DT

DESIGN/AM

JOB NUMBER

PAGE

LEO AT FLINT CROSSING

SIGN PACKAGE

06-08-22

TBD

AA/CS

TBD

3

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

Thank You For Choosing Sign Jive!



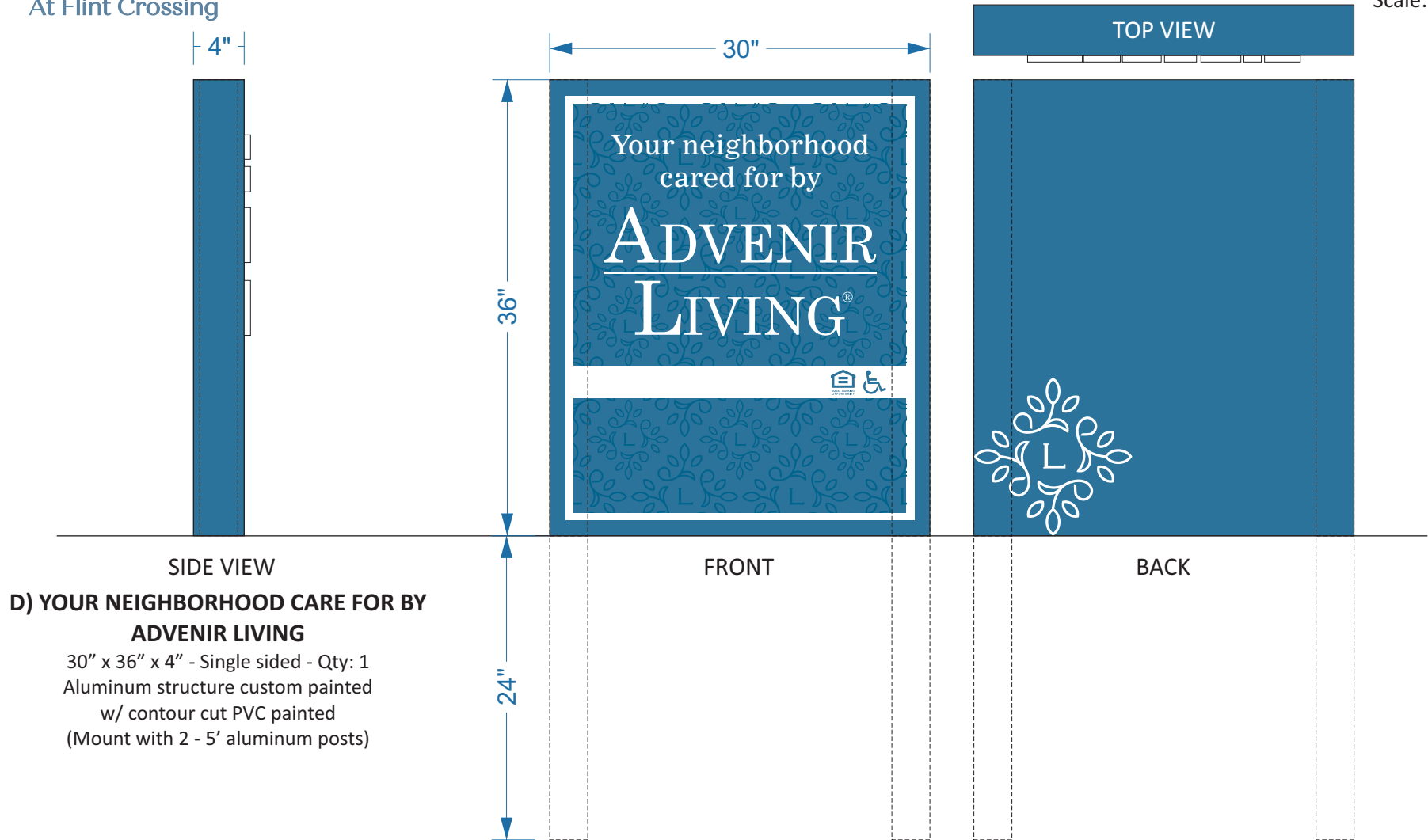


# LEO

At Flint Crossing

## Sign Package

Scale: 1" = 1'



### D) YOUR NEIGHBORHOOD CARE FOR BY ADVENIR LIVING

30" x 36" x 4" - Single sided - Qty: 1  
Aluminum structure custom painted  
w/ contour cut PVC painted  
(Mount with 2 - 5' aluminum posts)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	4

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





At Flint Crossing

# Sign Package

SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

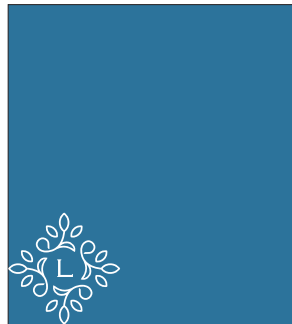
WHITE

Cap 150  
California Blue

Scale: 1" = 1'



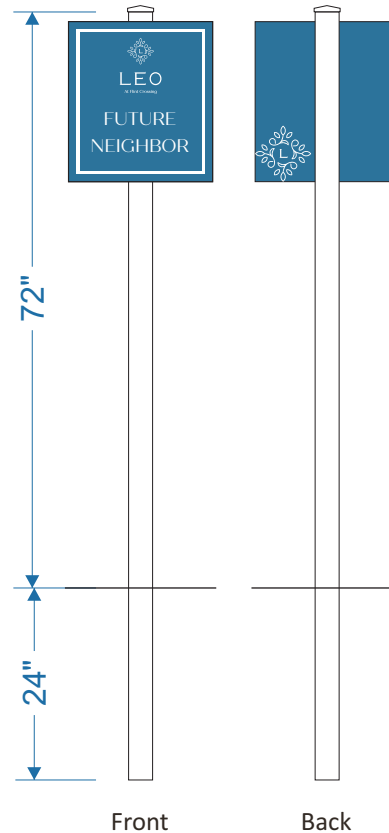
FRONT



BACK

## E) FUTURE NEIGHBOR PARKING

18" x 20" - Double sided - Qty: 4  
.75" PVC w/ direct print, ACC  
and painted sides and back  
(L-bracket mount to 8' post)



Front

Back



## F) VINYL LOGO GRAPHIC

15" x 15" - Single sided - Qty: 4  
2nd surface vinyl  
(Mount to entry glass doors)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	5

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





SW 6529 Scanda  
PMS 2150 C

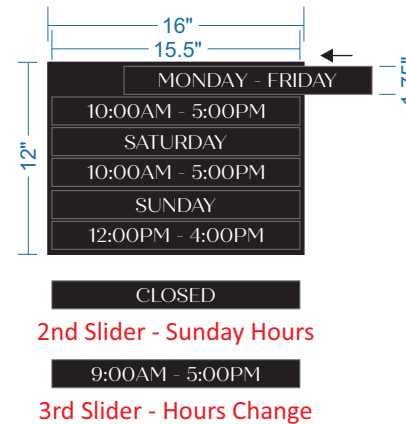
SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'

← Backer  
← Spacer  
← Front panel  
w/ individual  
plaques



## G) HOURS SIGN

20" x 26" - Single sided - Qty: 1

1st layer: Spacer & front panel - 1/8" acrylic,

Sliders - 1/8" acrylic w/ print (white),

2nd layer: 1/4" acrylic w/ direct print

and 1/4" PVC backer (SW 6529)

(Mount to wall - 4 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	6

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!



■ SW 6529 Scanda  
PMS 2150 C

■ SW 6797 Jay Blue  
PMS 2152 C

□ WHITE

● Cap 150  
California Blue

Scale: 1" = 1'



## H) LEASING OFFICE DIRECTIONAL

30" x 30" - Double sided - Qty: 2

1" PVC w/ direct print, ACC

(Mount to 2 - 3" x 6' posts - custom brackets)



SIDE A

SIDE B

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	7

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





At Flint Crossing



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



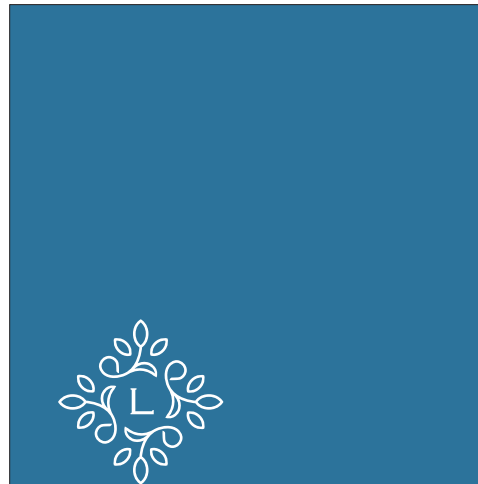
Cap 150  
California Blue

# Sign Package

Scale: 1" = 1'



FRONT



BACK

## Hb) LEASING OFFICE DIRECTIONAL

30" x 30" - Single sided - Qty: 1

1" PVC w/ direct print, ACC

(Mount to 2 - 3" x 6' posts - 4 caps)



FRONT

BACK

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	8

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





# LEO

At Flint Crossing



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



Cap 150  
California Blue

## Sign Package

Scale: 1" = 1'

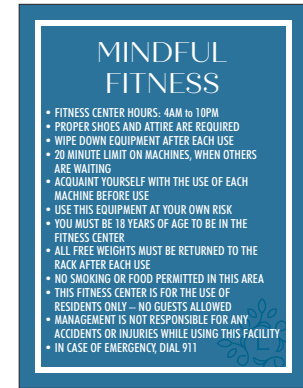


### I) MAIL CENTER ID

9" Tall - Single sided - Qty: 1  
.25" aluminum contour cut painted, ACC  
(Pin mount to wall)  
**SCALE: 1/2" = 1'**

### J) OFFICE ID

8" x 5" - Single sided - Qty: 2  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### N) MINDFUL FITNESS RULES

18" x 24" - Single sided - Qty: 1  
.125" acrylic w/ direct print, white flood;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### K) WORK/BREAK ROOM ID

8" x 5" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### L) PACKAGE ROOM ID

8" x 5" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### M) MINDFUL FITNESS ID

8" x 5" - Single sided - Qty: 2  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	9

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





At Flint Crossing

# Sign Package

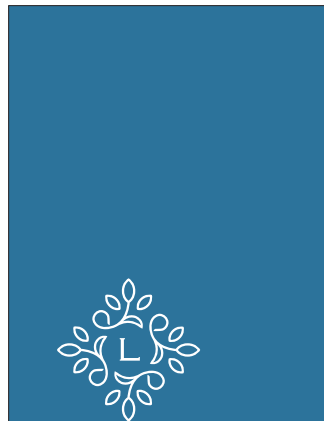
SW 6529 Scanda PMS 2150 C SW 6797 Jay Blue PMS 2152 C WHITE

Cap 150 California Blue

Scale: 1" = 1'

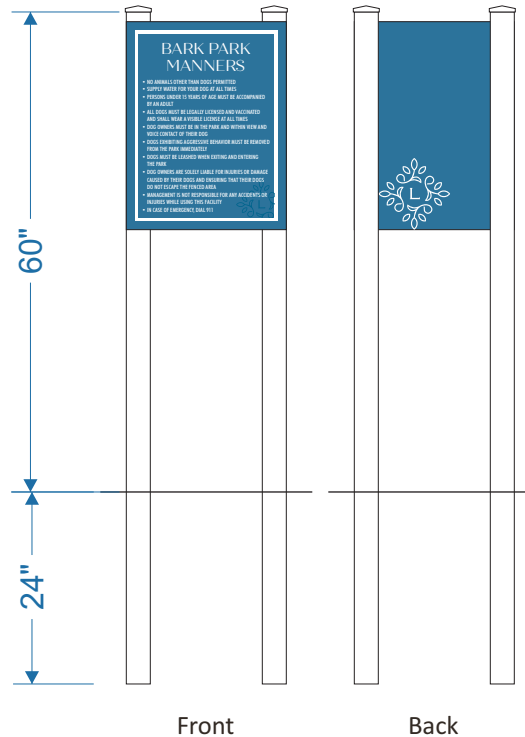


FRONT



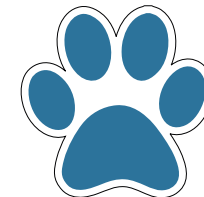
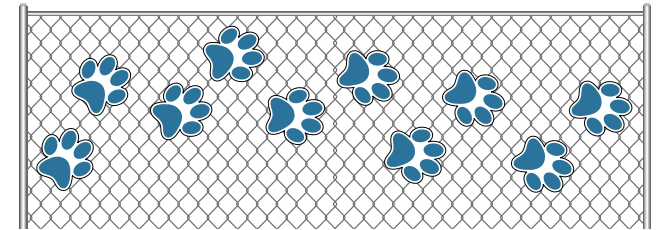
BACK

**O) BARK PARK MANNERS**  
20" x 26" - Double sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
(Mount to 2 - 7' posts - 6 caps)



Front

Back



**P) BARK PARK PAWS**  
12" x 12" - Single sided - Qty: 10  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	10

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!







At Flint Crossing

# Sign Package



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE

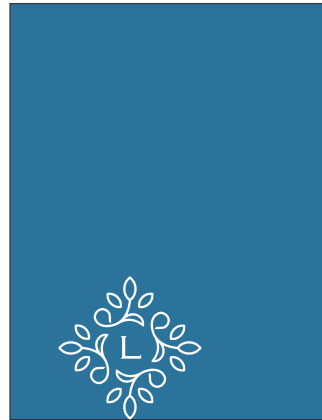


Cap 150  
California Blue

Scale: 1" = 1'



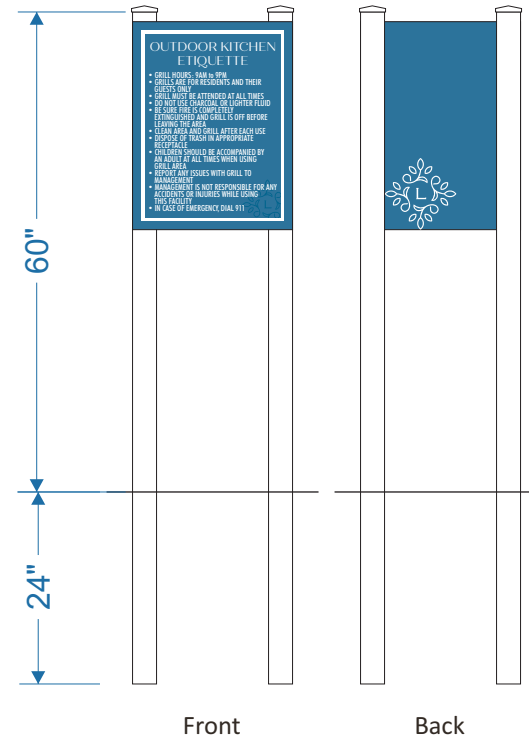
FRONT



BACK

## Q) OUTDOOR KITCHEN ETIQUETTE

20" x 26" - Double sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
(Mount to 2 - 7' posts - 6 caps)



PROPERTY NAME

DESCRIPTION

DESIGN DATE

INSTALL DT

DESIGN/AM

JOB NUMBER

PAGE

LEO AT FLINT CROSSING

SIGN PACKAGE

06-08-22

TBD

AA/CS

TBD

11

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





At Flint Crossing

# Sign Package

SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'

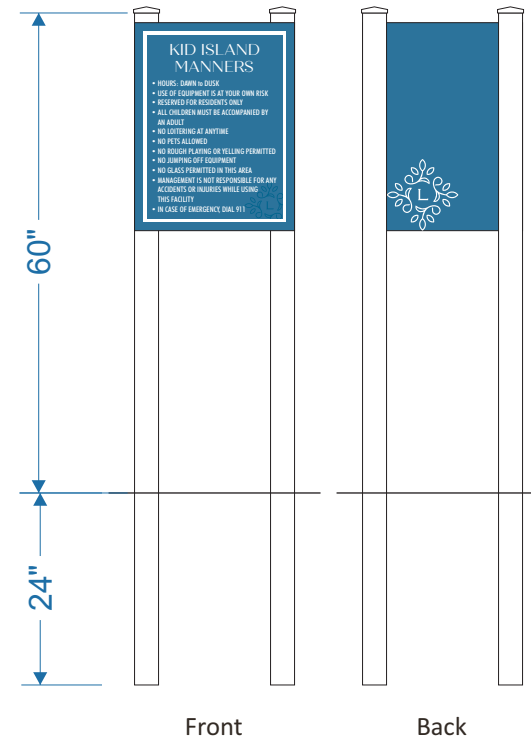


FRONT

BACK

## R) KID ISLAND - PLAYGROUND RULES

20" x 26" - Double sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
(Mount to 2 - 7' posts - 6 caps)



Front

Back

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	12

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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At Flint Crossing

# Sign Package

SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

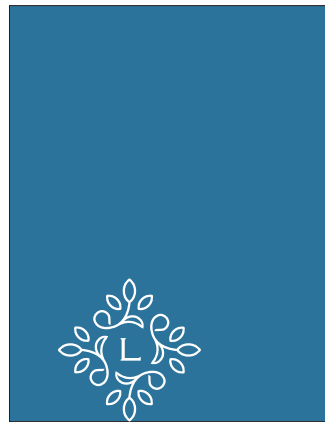
WHITE

Cap 150  
California Blue

Scale: 1" = 1'



FRONT

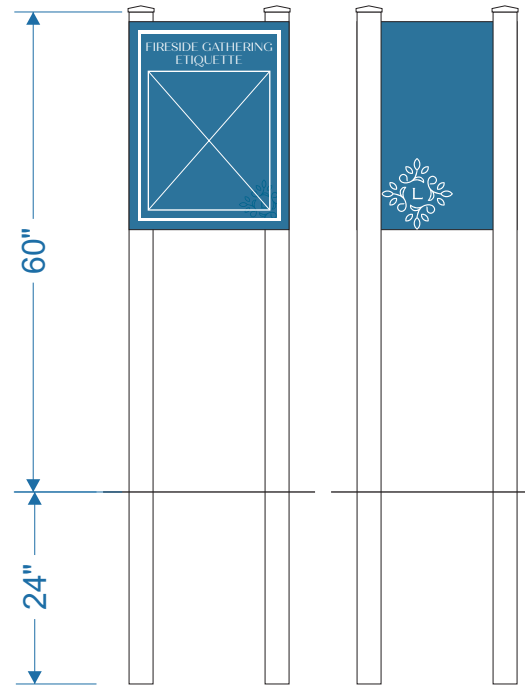


BACK

## S) FIRESIDE GATHERING ETIQUETTE

20" x 26" - Double sided - Qty: 2  
.080 aluminum w/ direct print, ACC  
(Mount to 2 - 7' posts - 6 caps)

CLIENT TO PROVIDE COPY



Front

Back



## T) POOL GATE - KEEP GATE CLOSED AT ALL TIMES

18" x 12" - Single sided - Qty: 4  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to gate - 4 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	13

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# LEO

At Flint Crossing



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



Cap 150  
California Blue

## Sign Package

Scale: 1" = 1'



### U) POOLSIDE MANNERS

36" x 48" - Single sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence - 8 caps)

CLIENT TO CONFIRM HOURS & BATHER LOAD



### V) WARNING - NO LIFEGUARD ON DUTY

36" x 24" - Single sided - Qty: 2  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence - 8 caps)



### W) SHALLOW WATER - NO DIVING

36" x 24" - Single sided - Qty: 2  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence - 8 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	14

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





# LEO

At Flint Crossing



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



Cap 150  
California Blue

## Sign Package

Scale: 1" = 1'

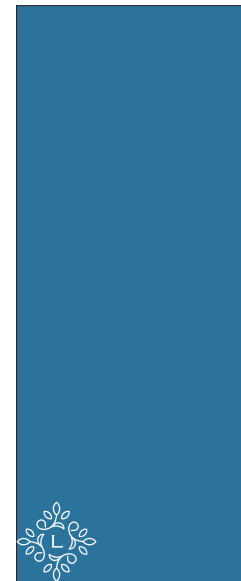


### X) RISK OF DROWNING

36" x 24" - Single sided - Qty: 2  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence - 8 caps)



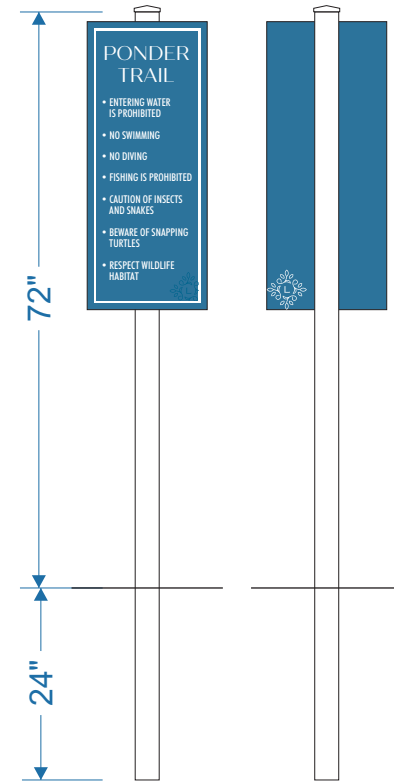
FRONT



BACK

### Y) PONDER TRAIL - WATER SAFETY

15" x 36" - Double sided - Qty: 4  
.080 aluminum w/ direct print, ACC  
(Mount to 8' post - 2 caps)



Front

Back

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	15

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# LEO

At Flint Crossing

## Sign Package



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



Cap 150  
California Blue

Scale: 1" = 1'



Z) QTY: 1



A1) QTY: 1



B1) QTY: 3

### CLUBHOUSE - RESTROOM ID

7" x 10" - Single sided - Qty: 5  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### C1) AV ROOM ID

7" x 4" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



### D1) ELECTRICAL/MECHANICAL ROOM ID

7" x 4" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



### E1) MECHANICAL ROOM ID

7" x 4" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



### F1) POOL PUMP ROOM ID

7" x 4" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



### G1) STORAGE ROOM ID

7" x 4" - Single sided - Qty: 2  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)

PROPERTY NAME

DESCRIPTION

DESIGN DATE

INSTALL DT

DESIGN/AM

JOB NUMBER

PAGE

LEO AT FLINT CROSSING

SIGN PACKAGE

06-08-22

TBD

AA/CS

TBD

16

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

Thank You For Choosing Sign Jive!



SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'



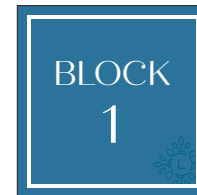
## H1) GARAGE UNIT NUMBER

6" x 4" - Single sided - Qty: 108  
.060 aluminum w/ direct print, ACC  
(Mount to wall - dst/sil)



## I1) UNIT NUMBER

8" x 5" - Single sided - Qty: 266  
.25" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



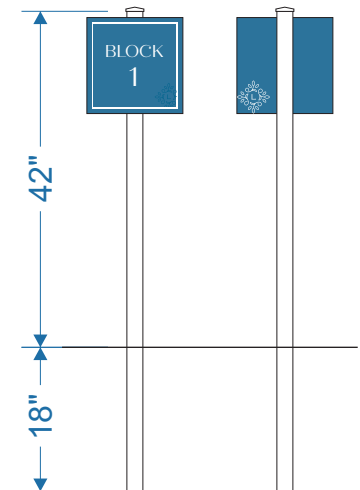
FRONT



BACK

## J1) BLOCK NUMBER ID

12" x 12" - Single sided - Qty: **TBD**  
.060 aluminum w/ direct print, ACC  
(Mount to 2" x 2" x 5' post - 2 caps)



Front

Back

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	17

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

Thank You For Choosing Sign Jive!





At Flint Crossing

# Sign Package



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE

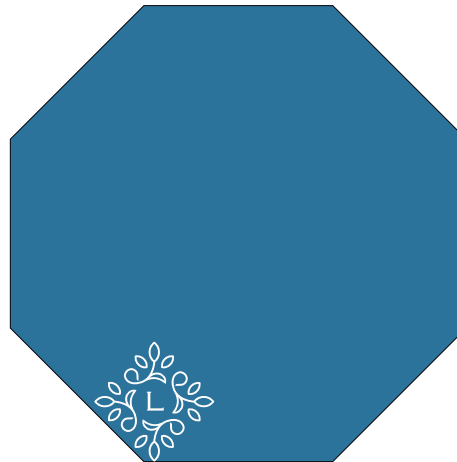


Cap 150  
California Blue

Scale: 3/4" = 1'



FRONT



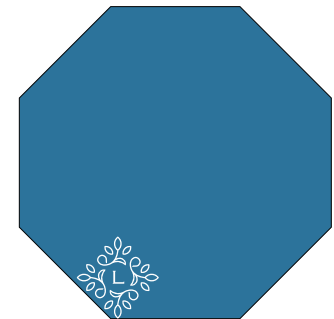
BACK

## L1) STOP

36" x 36" - Single sided - Qty: 3  
.080 aluminum w/ DOT certified copy  
and painted 38" x 38" .080 aluminum backer  
(Mount to 10' post - 2 caps)



FRONT



BACK

## M1) STOP

24" x 24" - Single sided - Qty: 8  
.080 aluminum w/ DOT certified copy  
and painted 26" x 26" .080 aluminum backer  
(Mount to 10' post - 2 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	19

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





At Flint Crossing

# Sign Package

SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

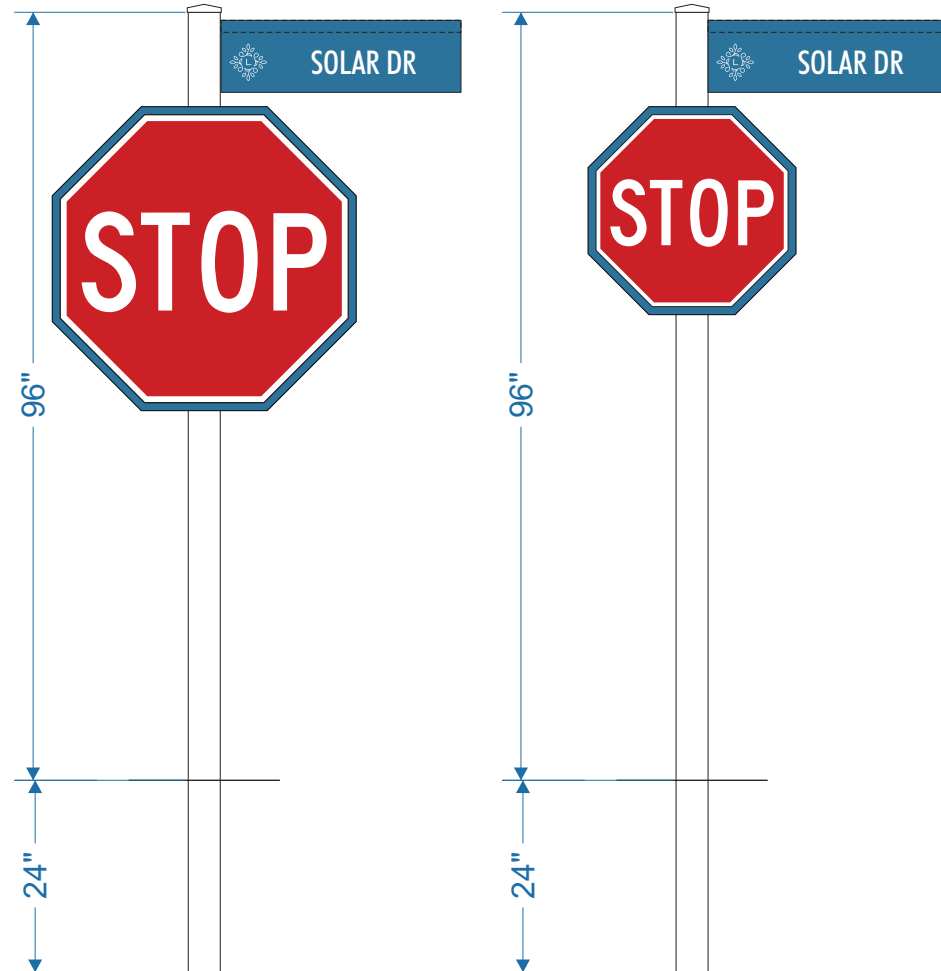
Cap 150  
California Blue

Scale: 1" = 1'



## N1) STREET BLADES

30" x 9" - Double sided - Qty: 20  
.080 aluminum w/ direct print, ACC  
(Mount to same post as L1 & M1 - custom brackets)



PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	20

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

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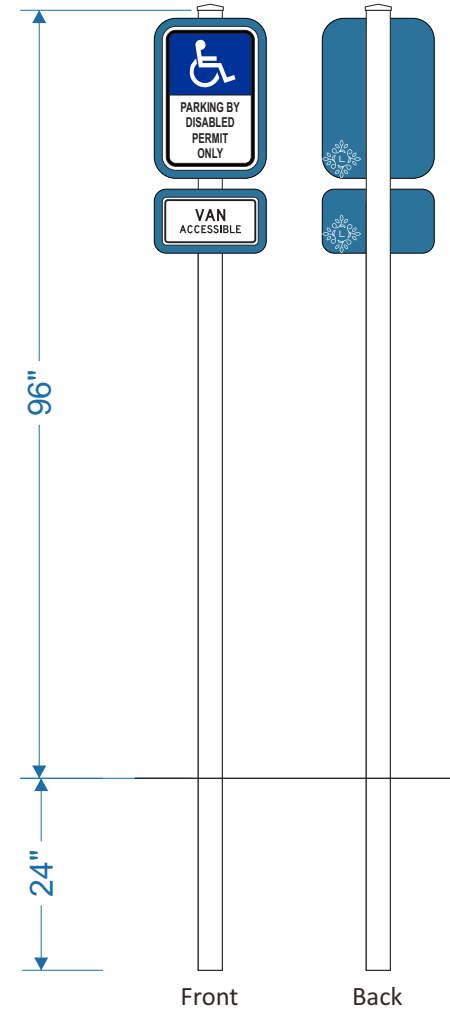
### O1) CUSTOM HANDICAP

12" x 18" - Single sided - Qty: 3  
 .080 aluminum w/ DOT certified copy  
 and painted 14" x 20" .080 aluminum backer  
 (Mount to 10' post - 2 caps)



### P1) CUSTOM HANDICAP RIDER

12" x 6" - Single sided - Qty: 2  
 .080 aluminum w/ DOT certified copy  
 and painted 14" x 8" .080 aluminum backer  
 (Mount to 10' post - 2 caps)



PROPERTY NAME

DESCRIPTION

DESIGN DATE

INSTALL DT

DESIGN/AM

JOB NUMBER

PAGE

LEO AT FLINT CROSSING

SIGN PACKAGE

06-08-22

TBD

AA/CS

TBD

21

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





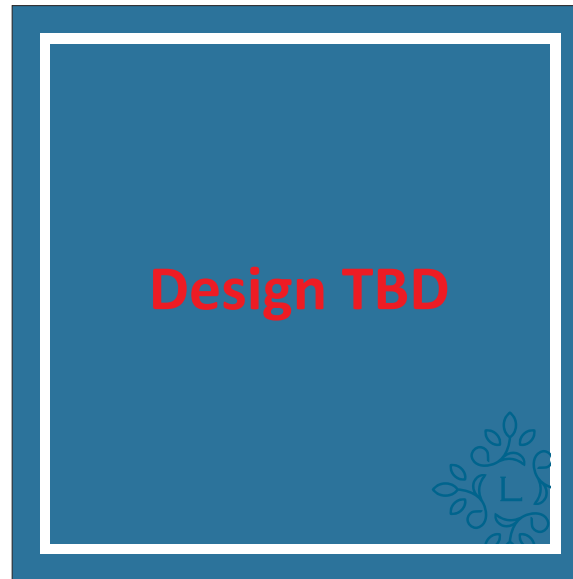
■ SW 6529 Scanda  
PMS 2150 C

■ SW 6797 Jay Blue  
PMS 2152 C

□ WHITE

● Cap 150  
California Blue

Scale: 1" = 1'



## Q1) LEASING OFFICE CUSTOM WALL DESIGN

36" x 36" - Single sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
(Mount to wall - 4 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	22

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**2" x 2" x 5' Aluminum post**  
Qty: **TBD**  
Painted with peak cap  
Mount 2' below grade



**3" x 3" x 6' Aluminum post**  
Qty: 8  
Painted with peak cap  
Mount 2' below grade



**3" x 3" x 7' Aluminum post**  
Qty: 6  
Painted with peak cap  
Mount 2' below grade



**3" x 3" x 8' Aluminum post**  
Qty: 10  
Painted with peak cap  
Mount 2' below grade



**4" x 4" x 10' Aluminum post**  
Qty: 12  
Painted with peak cap  
Mount 2' below grade



**Caps**

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	23

**Client Approval - Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Thank You For Choosing Sign Jive!**



# **TAB 8**

## **Existing Legacy PUD: Use Blocks and Development Standards**

*Updated September 26, 2022*

1. **Primary Office Use Block** – Area colored in pink on the attached Use Block Map adjacent to 146<sup>th</sup> to the north and The Ridge at Legacy to the west. (Approximately 9 acres).
  - a. Permitted Uses: Office uses, limited retail uses, residential Lofts over retail or office, structured parking and other uses.
  - b. Development Standards:
    - i. 60-foot maximum building height (5-story buildings) throughout area
    - ii. Minimum 2-story buildings required, but can go up to 5-story
    - iii. no minimum front yard setback;
    - iv. No limit on nonresidential square footage – estimate 150K office could be accommodated with additional Lofts and structured parking.
  - c. Notes: **162 Lofts remain authorized overall, all of which may be for-rent.** Lofts are an authorized dwelling type in addition to attached, detached and apartment dwellings noted below. Lofts are not permitted in all areas of The legacy. They are only permitted in the Primary Office, Village Core, Corner, and Urban Residential Use Blocks. Additionally, (i) they are restricted in the Village Core and Urban Residential Use Block, which are part of the subject parcel, and none were developed in the Corner use Block. Due to the restrictions and interpretation made by Staff that Lofts are only permitted on the top floor of a building (no multiple floors of Lofts) the most appropriate location for Lofts is the Primary Office use Block. 162 Lofts remain authorized within The Legacy, but as noted above not all Use Blocks (areas within Legacy), permit Lofts.
2. **Village Core Use Block** – Area colored in purple on the attached Use Block Map adjacent to 146<sup>th</sup> to the north and Community Drive to the east. (Approximately 9 acres).
  - a. Permitted Uses: Retail uses, Apartments, general office uses; medical health uses, residential Lofts over retail or office, structured parking and other uses.
  - b. Development Standards:
    - i. 60-foot maximum building height (5-story buildings) throughout area
    - ii. Minimum 2-story buildings required, but can go up to 5-story
    - iii. no minimum front yard setback; 15 foot maximum front yard set back
    - iv. 5-foot minimum front yard set back
    - v. No limit on nonresidential square footage – estimate 180K non-residential could be accommodated with additional Lofts and structured parking.
  - c. Notes: **120 Apartments remain authorized overall, within The Legacy PUD.** Apartments are permitted in the Village Core, Corner, and Urban Residential Use Blocks. None were developed in the Corner Use Block. 120 remain authorized and could be developed in the Village Core and Urban Residential Use Blocks which are part of the subject parcel.
3. **Urban Residential Use Block** - Area colored in dark red on the attached Use Block Map south of the Primary Office Area, west of the Village Core Area and adjacent to The Ridge at Legacy. (Approximately 13 acres).
  - a. Permitted Uses: Apartments, Attached and Detached Dwellings, Lofts and other uses.

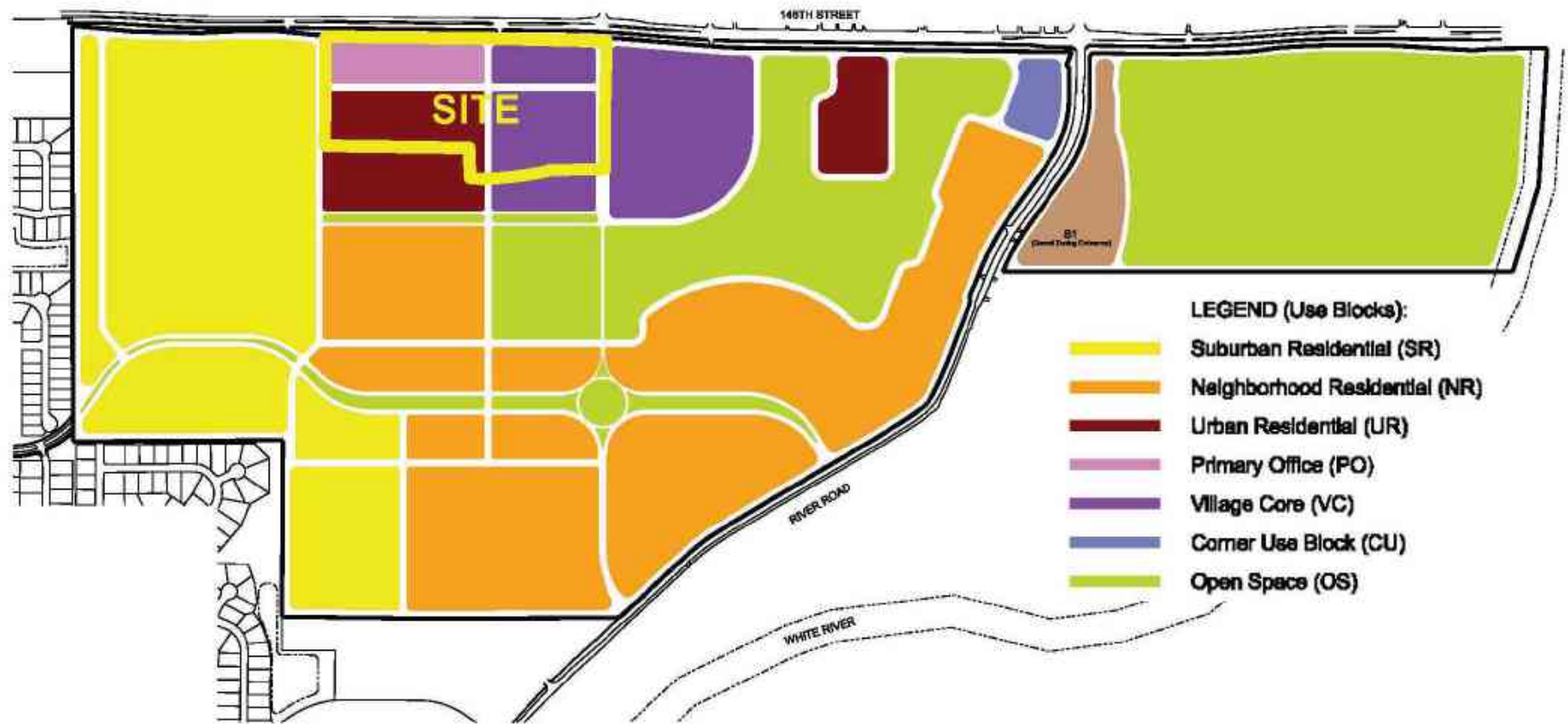
- b. Development Standards:
    - i. 60 feet maximum building height (5-story buildings) throughout area
    - ii. 0 to 10 foot minimum front yard set back depending on Use
  - c. Notes: A total of 153 dwellings (combined apartments, detached and attached dwellings) remain authorized overall, within The Legacy PUD. (if 120 apartments were build that would leave 33 detached or attached dwellings to be built). Only 120 Apartments remain authorized as noted above and in the Village Core Use Block summary.
4. **Combined:** The subject area is approximately 32 acres (less right-of-way) and comprised of the 3 districts (Use Blocks) noted above:
- a. Today, without amendment, as many as 315 dwellings (153 combined apartments and detached/attached dwellings and 162 Lofts) are permitted, by right, as authorized under the existing Legacy PUD. Advancing a plan including this format would include DP/ADLS review for compliance with Legacy PUD standards.
  - b. 60-foot tall (5-story) buildings are permitted across the full extent of the subject area (adjacent to The Ridge at Legacy).
5. **Advenir Oakley Proposal (Legacy PUD Amendment)**
- a. Uses: “for-rent” detached and attached dwellings and multi-story apartments along Community Drive (total of 350 dwellings) and a 2-acre commercial/retail parcel at corner of 146<sup>th</sup> and Community Drive.
  - b. Development Standards for LEO Living proposal:
    - i. All cottages and amenities occupying the majority of the subject area will be a maximum of 1 and 2 stories in height (area next to The Ridge at Legacy).
    - ii. Only taller buildings will be 4-story in height and adjacent to Community Drive.
    - iii. The proposal doesn’t include general office uses, residential Lofts over retail or office, structured parking and other uses currently permitted in the Primary Office area next to The Ridge at Legacy. The cottages and amenities are proposed in this area. This should result in a significant reduction on the level of traffic currently anticipated based on the permitted uses with the Legacy PUD.
    - iv. The proposal doesn’t include general office uses, residential Lofts over retail or office, structured parking and other uses currently permitted in the Village Core Area. The cottages and multi-family apartments are proposed in this area. This should result in a further reduction in the level of traffic currently anticipated based on the permitted uses with the Legacy PUD.
    - v. The proposed Amendment *requires* Advenir Oakley to construct their own pool and club house and other amenities to serve the LEO Living residents, who will NOT use the Legacy Pool or Clubhouse. Otherwise, as zoned today under the Legacy PUD additional 153 dwellings may be included the number entitled to the use of the existing Legacy amenity facility.



# LEO at Carmel Site Zoning Map



Advenir Oakley Capital



THE LEGACY

Exhibit 2: Concept Plan





- CLUBHOUSE & AMENITIES
- 2 BEDROOM COTTAGE UNITS
- 3 BEDROOM TOWNHOUSE
- MULTIFAMILY
- 2/3 BR COTTAGES WITH GARAGE
- 2 BEDROOM CARRIAGE HOUSE





# **TAB 9**







**BY-RIGHT DENSITY**  
**SKETCH PLAN** 1:100

- OFFICE, SERVICE, RETAIL USES  
(165 LOFTS - located on top floor)
- 5-STORY RESIDENTIAL (120 UNITS)
- TOWNHOMES (33 UNITS)
- CONTINUING CARE RETIREMENT COMMUNITY  
(225 UNITS)



# **TAB 10**



#### Legacy Amenity

Main Clubhouse	1,750	SF
Cabana	850	SF
Pool	2,175	SF
Small Pool	286	SF
Pool Deck	12,208	SF

#### LEO Living

Primary Fitness Center	1,500	SF
Secondary Fitness	1,200	SF
Leasing/Office/Community	1,500	SF
Pool House	636	SF
Pool	1,900	SF
Pool Deck	10,000-15,000	SF

# **TAB 11**

**Shestak, Joe**

---

**From:** Rider, Kevin D  
**Sent:** Tuesday, September 20, 2022 5:21 PM  
**To:** Shestak, Joe  
**Subject:** FW: Proposed Advenir Build at 146 and River Rd

Joe share with plan comm please

---

**From:** Roger McMichael <RMcmicha@ccs.k12.in.us>  
**Sent:** Tuesday, September 20, 2022 4:06 PM  
**To:** Rider, Kevin D <krider@carmel.in.gov>  
**Cc:** Michael Beresford <mberesfo@ccs.k12.in.us>  
**Subject:** RE: Proposed Advenir Build at 146 and River Rd

Woody:

Below is some information which may be of assistance to you.

- CCS elementary school capacity is 8,075 and the current enrollment is 6,935.
- CCS MS capacity is 4,200 and the current enrollment is 3,832.
- The most recent demographic forecast has the elementary enrollment and the total district enrollment level over the next 5 years. However, currently, the elementary enrollment is down 240 students from the forecast.
- CCS would welcome an increase in enrollment; each additional student provides \$7,000 of additional funding.
- Multi-family housing results in few additional school age children, especially depending on the price of the housing.
- CCS has never objected to growth and development in Carmel and the enrollment has almost doubled in the past 25 years.

**Roger McMichael**  
*Associate Superintendent*



**Carmel Clay Schools**  
Together We Achieve  
5201 E Main St. Carmel, IN 46033  
O 317.844.9961 (x: 1044)  
F 317.844.9965  
[ccs.k12.in.us](http://ccs.k12.in.us)  


---

**From:** Michael Beresford <[mberesfo@ccs.k12.in.us](mailto:mberesfo@ccs.k12.in.us)>  
**Sent:** Tuesday, September 20, 2022 3:04 PM

**Shestak, Joe**

---

**From:** Lopez, Alexia K  
**Sent:** Tuesday, September 20, 2022 3:17 PM  
**To:** Shestak, Joe  
**Subject:** FW: Carmel TAC Item - 2022 Legacy PUD Amendment Docket 2022-00147 OA

Hi Joe,

Please add the below email from Carmel Clay Schools to the Correspondence folder in Laserfiche.

Thank you,  
Alexia

---

**From:** Todd Fenoglio <tfenogli@ccs.k12.in.us>  
**Sent:** Tuesday, September 20, 2022 12:08 PM  
**To:** Lopez, Alexia K <alopez@carmel.in.gov>  
**Subject:** RE: Carmel TAC Item - 2022 Legacy PUD Amendment

Alexia –

Thanks for your email. I have confirmed with Roger McMichael, Associate Superintendent, that Carmel Clay Schools has no concerns with accommodating the increased student enrollment for any of these developments, including at the Elementary, Middle and High School levels.

Thanks,

Todd

**Todd Fenoglio**  
*Director of Facilities*



**Carmel Clay Schools**  
*Together We Achieve*  
5185 E Main St. Carmel, IN 46033

**O** 317-844-8207  
**M** 317-409-6581  
**F** 317-571-9659  
**E** [tfenogli@ccs.k12.in.us](mailto:tfenogli@ccs.k12.in.us)

[ccs.k12.in.us](http://ccs.k12.in.us)



**From:** Finkam, Sue <sfinkam@carmel.in.gov>  
**Sent:** Thursday, October 6, 2022 8:13 PM  
**To:** Jim Shinaver; Jon Dobosiewicz; Hollibaugh, Mike P  
**Subject:** More school info

FYI

Here is follow-up info from Roger McMichael:

Hi Sue:

Capacity for a school is more of a range than an exact science. It is based on an assumed average class size per room. For example, prior to redistricting College Wood Elementary had an enrollment of over 825 students and a stated capacity of 750 students. College Wood has the same floor plan as Prairie Trace. Likewise, Creekside MS had an enrollment of over 1600 students prior to redistricting and it has a stated capacity of 1400 students. These schools were over capacity, which is why we redistricted.

The current enrollments and capacities for PT and Clay MS are as follows.

Prairie Trace	696 enrollment	750 capacity
Clay Middle School	1421 enrollment	1400 capacity

Our latest demographic forecast is as follows:

	2022-23	2025-26
PTE	Actual/Forecast 696/686	Forecast 686
Clay MS	1421/1468	1451

CCCS does not consider Prairie Trace understaffed, the staffing is very comparable to all other elementary schools.

**Roger McMichael**

*Associate Superintendent*

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# **TAB 12**



## **The Overlook HOA Board Evaluation of the Advenir Oakley Capital Proposed Development at The Legacy And Conclusions**

The Overlook HOA Board (Board) was not familiar with current Build To Rent (B2R) concepts, nor the current state of growth in this real estate segment. We were not familiar with Advenir Oakley Capital (AOC). We had a very general understanding of the existing Legacy PUD zoning. And we shared many of the concerns of Legacy residents regarding increased traffic, overloading of schools, and impact on community services. The Board decided to study all of the above..

The Board has five members. Two members have 30 - 40 year careers as senior executives in real estate related segments, one, in real estate finance and the other in developer services. Another member is an attorney and partner in an Indianapolis law firm. The fourth is a business owner in the medical services field and the fifth works for a major pharmaceutical company.

The Board's research spanned a wide range of sources and represents 65 - 75 hours of effort. Listed below are some, but not all, of the sources:

- Extensive internet search efforts to locate information on the B2R industry, key companies, studies, articles, market segments, growth potential, occupancy rates, etc. Specific efforts to learn about AOC and its existing properties, quality and performance. Specific efforts to learn about Carmel zoning, city planning and community services.
- Contact with The Urban Land Institute (ULI), a not for profit, independent think tank located in Washington D.C. with 45,000 members in 81 countries. This is a world class think tank with membership from all segments of community development, land planning professionals, elected public officials, municipal government, developers and institutions of higher education.
- Contact with industry trade associations in the apartment and home building industry.
- Contact with a former business associate that holds a PhD from Cornell University in City and Regional Planning and was the department head of Urban and Regional Planning at the University of Oregon for 13 years before starting his own business.
- Contact with a local apartment developer and a major HVAC and Plumbing contractor that generates a large portion of their revenues from the apartment, condominium and housing sector.
- Contact with Hamilton County and Carmel City employees.
- Several hours of phone contact with David Oakley of AOC.

- Several hours of phone contact with Jim Shinaver of Nelson & Frankenberger, LLC
- Contributions of knowledge and experience from the Board

The Board chose not to tap into the extensive knowledge bases of two Overlook residents because of potential conflicts of interest or perceived bias. One is currently in City government and the second is a representative of The Legacy developer.

After collecting and evaluating all of the data and information, the Board and those residents in The Overlook who expressed a concern or an interest to know more about the proposed AOC project, reached the following conclusion:

**The proposed changes in The Legacy PUD Zoning and AOC's B2R project are a superior alternative to what can be built under the existing Legacy PUD Zoning. The impact from traffic will be more severe under existing Legacy PUD Zoning. The impact for schools and city services is about the same under both scenarios. The City of Carmel has planned for this growth since 2006 when The Legacy PUD was approved. Carmel elementary schools are currently 1000 students under capacity. The Board supports passage of the proposed zoning changes and approval of the AOC project.**

Supporting information follows:

The Build to Rent Industry (B2R)

- B2R crosses the line between two major housing segments - apartments and single family residential housing.
- B2R is considered a major, "hot" growth segment in the U.S. Real Estate Industry
- Availability of quality apartment rentals is at an all time low. Most quality local apartment complexes are operating at near maximum occupancy rates.
- With the current rate of inflation, rates at 6.7% for a 30 year fixed mortgage and going up, plus the high costs of residential housing, a significant portion of the market that would like to buy a home no longer qualifies for a mortgage nor can they afford a home and the associated costs of home ownership.
- B2R meets the needs of a growing market segment that can't buy a house and doesn't want to continue living in a traditional apartment setting. B2R also meets the needs of another growing market segment that wants to sell their home and isn't ready for a retirement community and finds traditional apartment living to confining.
- The B2R industry is currently divided into three segments. The first two segments are similar and have grown out of the residential, single family home market. The

third segment is the newest and is a hybrid from residential housing and the apartment industry.

- The first and oldest segment is dominated by Wall Street Asset Management Companies and the business model is relatively simple, to buy all the single family homes possible in a defined area or community (usually a city or large urban area), place them under a local or common management company, and then dispose of the assets when a predetermined financial goal is reached or markets change and other assets become more alluring. Management and maintenance of these homes is difficult because they are widely dispersed within a city or urban area. It is difficult to establish a uniformed standard of quality across a diverse number and style of homes
- The second segment is a joint effort between the Asset Management Companies and other major players, with national home building companies such as Toll Brothers and Lennar. In this segment, the B2R companies buy entire subdivisions or communities from the national builder for rental purposes. Rental, management and maintenance of these homes is significantly easier than what is found in segment 1. This is a relatively new segment and has not reached maturity yet.
- Segment three is the newest segment and offers a major refinement to the B2R product mix. It is currently dominated by small private equity companies. Typical investments are made by individuals in the \$100,000 to \$1 million range. This B2R product features freestanding and multi-family residences specifically designed, scaled and integrated into a rental / apartment community. All the rental units feature upscale finishes and appliances, quality construction and an extensive amenity package not found in a traditional apartment complex. These projects usually have an onsite management team of 6 - 10 people to handle rentals, building maintenance, landscaping, trash removal, community events and classes, etc. Several of the companies in this segment are intent on establishing themselves as a branded product.

#### Advenir Oakley Capital, LLC (AOC)

- AOC is a recently formed joint venture between two successful companies in this segment. The Advenir side of this joint venture is based in Miami, FL and is owned by two brothers, Steve and David Vecchitto. The Oakley side is owned by David Oakley and is based in Birmingham, AL. The Oakley Group is in charge of expanding, building and operating the type of projects described in B2R segment 3 above. It is intent on establishing a brand under the LEO name.
- AOC's websites proved somewhat confusing in understanding the joint venture. They have yet to be updated and fully integrated. Visiting the two websites below will help understand the two firms' history and direction.

- [advenir.net](http://advenir.net)
  - [oakleygroup.com](http://oakleygroup.com)
- AOC-Oakley is a private equity firm, as previously described, with individual investors making commitments typically below one million dollars. They have two completed, operational, and leased LEO branded projects one in Savannah, GA and the other in Augusta, GA. Several more are under construction and in the planning stages. Other sites are in the active acquisition phase, such as the one in The Legacy. All sites will be marketed under the LEO brand, will follow a common theme, have the same quality standards, large amenity components and will be scaled to meet specific site requirements..
- Google LEO at the Sanctuary and LEO at Augusta Commons and you will find the project site and other apartment rental sites that will give the viewer a full understanding of what a completed and operational LEO branded project looks like, extend of the amenity packages, management staff, activities, rental rates, unit availability, owner reviews, etc.
- The Board found David Oakley to be highly professional and willing to answer the myriad of questions posed to him during several hours of phone conversations. (He even answers his own phone). The Board found the Oakley Group team to be a highly motivated group of young professionals who has a strong belief in what it is creating and is intent on providing an enhanced rental living experience.
- The Board supports David Oakley and his team and believe they will produce a quality project within The Legacy.

#### Summary Review And Comparison Of Requested Zoning Changes vs. Existing Legacy PUD Zoning

- AOC is proposing to change zoning in three use blocks of the existing Legacy PUD. The area is approximately 32 acres and is bordered to the north by 146th St., to the east by Community Dr., to the south by Equality Blvd., James Dean Dr., and Sunstone Place, and to the west by a portion of The Ridge subdivision with a common area as a buffer.
- The proposed Legacy PUD zoning changes would accommodate AOC's proposed project as follows:
  - Approximately 350 "for rent" detached and attached dwellings, including three multi-story apartment buildings facing Community Dr. and the existing J.C. Hart apartment complex, along with a 2 acre commercial / retail parcel at the corner of 146th St. and Community Dr.
  - All cottages and amenities occupying the majority of the 32 acre parcel will be a maximum of 1 or 2 stories in height. The 3 proposed apartment buildings along Community Dr. can be 4 stories in height.

- The proposal does not include general office uses, residential Lofts over retail or offices, parking garage structures and other currently permitted uses within the 32 acres in question.
- The proposed amendment does require AOC to construct their own pool, clubhouse and amenities. And AOC residents will not be allowed to access The Legacy PUD amenities.
- The Existing Legacy PUD Zoning allows, without amendment, the following:
  - The building of 315 dwelling (rental) units, as much as 330,000 square feet of office / retail space, and multi-story garage structures.
  - The minimum structure height is 2 stories and the maximum structure height throughout the 32 acre parcel is 5 stories.
  - Setback requirements are minimal throughout the 32 acre parcel
- Detail and Observations:
  - Existing Legacy PUD Zoning allows a much more densely developed 32 acres than the AOC proposal.
  - The existing office / retail component at The Legacy after four plus years remains only partially leased. One restaurant failed and another never opened. The mix of current tenants is less than stellar. Out-parcels remain available. Amazon changed the way we shop. Covid changed where and how we work. The supply chain shortages and disruptions have impacted every business in America, and the labor shortage makes it increasingly more difficult to operate a small business profitably. Add in the current rate of inflation and you have a very difficult environment for small businesses to survive. The existing office / retail component at The Legacy should be sufficient to serve our needs in the future.
  - Several owners in The Ridge subdivision could be looking up at 5 story retail / office and rental unit buildings, or down on 1 and 2 story residences masked by landscaping and common area separation under the AOC proposal.
  - Both scenarios will generate about the same amount of additional residential traffic through The Legacy. However the office and retail components of the existing Legacy PUD Zoning will add a large additional component of non-resident traffic to the equation.
  - Both scenarios will introduce approximately the same number of school age children to the Carmel Clay school system. Carmel Clay schools indicate they are running under capacity by 1000 students and can absorb the inflow from a 315 - 350 unit rental / apartment project. It was also noted that the number of school age children per unit living in a rental /

apartment project is lower than the number of students, per unit in a traditional single family residential subdivision. Carmel High School sees no problem with absorbing this increase in students.

- It should also be noted that the Carmel Clay School System plugged the impact of student growth from The Legacy PUD into their planning matrix back in 2006 when The Legacy PUD was approved by the City of Carmel, and has been updating those projections periodically ever since
- The Legacy has a growing traffic problem that can only be partially corrected by the City of Carmel with increased enforcement of traffic laws, additional signage, restrictive traffic measures, etc. The existing Legacy PUD Zoning will add more cars to the issue than the proposed rezoning by AOC.
  - The overall “macro” traffic problem we face is only going to grow as traffic increases on Allisonville Rd., River Rd. and 146th St. and as development continues along both sides of 146th St from I-69 to Meridian St. Add in the Conner Prairie expansion, and we are going to experience massive traffic issues and, eventually, as the problem is addressed massive, road construction issues. It will take the joint efforts of Carmel, Fishers, Noblesville, Westfield and probably Hamilton County and The State to correct this problem. It will take a long time to correct this problem, and the Board sees this as the major issue facing the entire area surrounding The Legacy.
  - The development of the 32 acres in question is only a small part of the overall problem, but still a thorn in the side of Legacy residents.
- The City of Carmel can no longer expand by annexation. Its future growth will come from higher density projects on undeveloped parcels or via redevelopment of areas like Home Place, that will include higher density components.
  - The City of Carmel has incurred a significant debt load to provide us with the incredible array of facilities, services and lifestyle that we all enjoy. Expansion must continue to pay this debt down or those of us already living in Carmel will experience a heavy increase in tax rates over time.
  - Not developing the 32 acres in question is not an option for the Legacy Developer or the City of Carmel.
  - Rezoning the 32 acres as single family residential may not even be possible, but if it were rezoned as such, it would not be economically feasible based on the current value of the 32 acres in question. Additionally, putting a limited number (80 or less) of very



expensive homes fronted on a major thoroughfare and surrounded by office / retail, apartments, a daycare and townhomes violates every planning principle in PUD design. They simply would not sell.

- Carmel City Services (fire and police primarily) also plugged in planning numbers when the Legacy PUD was approved in 2006, and is well equipped to handle current Carmel growth projections.

When all of the above was taken into consideration, the Board decided to support the proposed Legacy PUD zoning changes and the building of a quality B2R community at The Legacy by AOC.

# **TAB 13**



# Traffic Impact Study

**Cottages at Carmel - Carmel, Indiana**

Weihe Engineers, Inc.

October 20, 2022

## TRAFFIC IMPACT STUDY STATEMENT OF CERTIFICATION

*"I certify that this **TRAFFIC IMPACT STUDY** has been prepared by me or under my immediate supervision and that I have experience and training in the field of traffic and transportation engineering."*



**Eric J. Tripi, P.E., PTOE**  
Indiana Registration #11400547  
GHD Services Inc.



Project name		Cottages at Carmel					
Document title		Traffic Impact Study   Cottages at Carmel - Carmel, Indiana					
Project number		12591020					
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Status Code	Revision	Author	Reviewer		Approved for issue		
			Name	Signature	Name	Signature	Date
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[Status code]							
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# Contents

<b>1.</b>	<b>Introduction</b>	<b>3</b>
1.1	Purpose of this report	3
1.2	Scope and limitations	3
<b>2.</b>	<b>Existing Conditions</b>	<b>4</b>
2.1	Area Roadway System	4
2.2	2022 Existing Traffic Volumes	4
<b>3.</b>	<b>Background Conditions</b>	<b>5</b>
3.1	Background Traffic Volumes	5
<b>4.</b>	<b>Projected Traffic</b>	<b>6</b>
4.1	Site Trip Generation	6
4.2	Trip Generation Comparison	6
4.3	Trip Distribution	7
4.4	Trip Assignment	8
<b>5.</b>	<b>Analysis</b>	<b>8</b>
5.1	Capacity Analysis	8
5.2	Auxiliary Turn Lane Analysis	13
<b>6.</b>	<b>Conclusions</b>	<b>14</b>

## Table index

Table 3.1	Windward at Legacy Townhomes Development - Peak Hour Site Trip Generation	5
Table 4.1	Peak Hour Site Trip Generation – Cottages at Carmel	6
Table 4.2	Peak Hour Site Trip Generation – By-Right	7
Table 4.3	Peak Hour Site Trip Generation with Commercial Land Use – Cottages at Carmel	7
Table 4.4	Direction of Approach	7
Table 5.1	Level of Service Criteria for Unsignalized Intersections	9
Table 5.2	Level of Service Criteria for Signalized Intersections	9
Table 5.3	2022 and 2024 Capacity Analysis Results for Study Intersections (continued on next page)	10
Table 5.4	2034 Capacity Analysis Results for Study Intersections (continued on next page)	12



## Figure index

Figure 1: Site Location	16
Figure 2: Site Layout Plan	17
Figure 3: 2022 Existing Traffic Volumes	18
Figure 4: 2024 Background Traffic Volumes – Windward at Legacy Townhomes Development	19
Figure 5: 2024 Background Traffic Volumes – Milhaus Development (E. 146 <sup>th</sup> Street and River Road)	20
Figure 6: 2024 Background Traffic Volumes	21
Figure 7: 2024 New Site Generated (Primary) Trips – Cottages at Carmel	22
Figure 8: 2024 Future Traffic Volumes	23
Figure 9: 2034 Background Traffic Volumes	24
Figure 10: 2034 Future Traffic Volumes	25

## Appendices

Appendix A	- Traffic Counts
Appendix B	- Synchro Reports
Appendix C	- SimTraffic Queueing Reports

# 1. Introduction

## 1.1 Purpose of this report

GHD Services, Inc. (GHD) has prepared a Traffic Impact Study for a proposed multi-family residential development, to be located on the south side of E. 146<sup>th</sup> Street and west side of Community Drive in Carmel, Hamilton County, Indiana. The site location is shown on Figure 1. (Note, all figures are compiled at the end of this report, before the appendices.)

The developer is proposing to construct 343 multi-family residential units. One right-in/right-out (RIRO) access drive is proposed on 146<sup>th</sup> Street and one full access drive is proposed on Community Drive. There are three proposed connections to existing streets on the south end of the site which will provide access to Cherry Creek Boulevard and east to Community Drive. It should be noted that the proposed RIRO access drive on E. 146<sup>th</sup> Street has already been approved by the City. The proposed site layout is shown on Figure 2.

The purpose of this study was to determine the traffic impacts to area roadways and intersections resulting from the new site trips generated by the development.

## 1.2 Scope and limitations

*This report: has been prepared by GHD for Weihe Engineers, Inc. and may only be used and relied on by Weihe Engineers, Inc. for the purpose agreed between GHD and Weihe Engineers, Inc. as set out in section 1.1 of this report.*

*GHD otherwise disclaims responsibility to any person other than Weihe Engineers, Inc. arising in connection with this report. GHD also excludes implied warranties and conditions, to the extent legally permissible.*

*The services undertaken by GHD in connection with preparing this report were limited to those specifically detailed in the report and are subject to the scope limitations set out in the report.*

*The opinions, conclusions and any recommendations in this report are based on conditions encountered and information reviewed at the date of preparation of the report. GHD has no responsibility or obligation to update this report to account for events or changes occurring subsequent to the date that the report was prepared.*

*The opinions, conclusions and any recommendations in this report are based on assumptions made by GHD described in this report. GHD disclaims liability arising from any of the assumptions being incorrect.*

### **Accessibility of documents**

*If this report is required to be accessible in any other format, this can be provided by GHD upon request and at an additional cost if necessary.*

## 2. Existing Conditions

### 2.1 Area Roadway System

The primary area roadways serving the development are E. 146<sup>th</sup> Street, Community Drive, and Cherry Creek Boulevard. These roadways are described below:

- **E. 146<sup>th</sup> Street** is a four-lane median-divided roadway west of Community Drive and a five-lane roadway with a two-way center left turn lane east of Community Drive. At its intersection with Community Drive, E. 146<sup>th</sup> Street contains exclusive eastbound and westbound left and right turn lanes. E. 146<sup>th</sup> Street has a posted speed limit of 45 miles per hour (mph), is classified by the Indiana Department of Transportation (INDOT) as a 'principal arterial – other' and is under the jurisdiction of Hamilton County. The roadway has a 2021 two-way annual average daily traffic (AADT) volume of 32,393 vehicles according to the data provided at location ID 29W088, which is located just west of Allisonville Road, in INDOT's Traffic Count Database System (TCDS).
- **Community Drive** is a north-south two-lane local roadway that provides access to both residential and commercial developments. Community Drive extends from its signalized intersection with E. 146<sup>th</sup> Street approximately 0.7 miles south to its terminus at River Road. The roadway is under the jurisdiction of the City of Carmel and has a posted speed limit of 25 mph north of Cherry Creek Boulevard and a speed limit of 30 mph south of Cherry Creek Boulevard. Community Drive contains on-street parking along most of the site frontage and a roundabout at its intersection with Cherry Creek Boulevard.
- **Cherry Creek Boulevard** is an east-west two-lane median divided local roadway that provides residential access and extends from its intersection with Hazel Dell Parkway approximately 1.72 miles east to its terminus at River Road. The roadway is under the jurisdiction of the City of Carmel and has a posted speed limit of 30 mph. Cherry Creek Boulevard's intersections with Hazel Dell Parkway, Community Drive, and River Road are controlled by roundabouts.

Based on GHD's discussion with the City, the below intersections were deemed critical to study for this analysis.

- E. 146<sup>th</sup> Street at Community Drive (signalized)
- E. 146<sup>th</sup> Street at RIRO Site Drive (unsignalized)
- Equality Boulevard at Community Drive (unsignalized)
- Hopewell Parkway at Community Drive (unsignalized)
- Larson Drive at Cherry Creek Boulevard (unsignalized)

### 2.2 2022 Existing Traffic Volumes

Peak hour traffic turning movement counts were conducted at the study intersections on Tuesday, September 13, 2022 from 7:00 A.M. to 9:00 A.M. and from 4:00 P.M. to 6:00 P.M. Passenger cars and trucks were included in the counts. It was determined the peak hours of traffic occurred from 7:00 A.M. to 8:00 A.M. and 5:00 P.M. to 6:00 P.M.

Figure 3 presents the 2022 existing traffic volumes. The traffic count data is contained in Appendix A.

## 3. Background Conditions

### 3.1 Background Traffic Volumes

Background traffic takes into account the future traffic conditions of the roadways, before the addition of new site traffic. The Background analyses consider the following situations:

- i. The additional traffic on the roadway system that will be generated by approved developments in the area that may be completed by the time the build-out of the site occurs
- ii. Traffic generated by other developments not known at this time
- iii. The inherent growth in traffic

The estimated buildout year for the site is 2024. To address part i above, discussions were held with the City of Carmel to determine if there were any approved developments that would be constructed by 2024 in the study area; it was found that the Windward at Legacy development was approved to be located just south of the subject site, however, the City did not have a traffic impact study for this development. Therefore, the trip generation for this development, which will contain 142 residential townhomes, was calculated by GHD and provided in Table 3.1. (The trip generation calculation methodology is explained in Section 4.) Figure 4 illustrates the site traffic volumes for the Windward at Legacy development. Additionally, the Milhaus mixed-use development is proposed to be located east of the Cottages at Carmel site in the northwest quadrant of the River Road and E. 146<sup>th</sup> Street intersection. The traffic study for this site, completed by Kimley-Horn in November 2021, was obtained and included in this study. The Milhaus development site traffic volumes are presented on Figure 5.

**Table 3.1 Windward at Legacy Townhomes Development - Peak Hour Site Trip Generation**

Land Use Code	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
LU 215 – Single Family Attached Housing (142 DUs)	21	47	68	46	35	81

To address situations ii and iii above, the Indy MPO was contacted to obtain a typical growth factor in the study area. For this study, two background development scenarios were evaluated, buildout 2024 and a horizon year 2034. The Indy MPO developed and provided traffic volumes in the study area for years 2022, 2030 and 2040 based on their travel demand model. An annual growth rate of 1.5% was derived from the provided traffic forecasts from 2022 to 2040. Furthermore, historical traffic volume growth from INDOT's TCDS were analyzed. INDOT's TCDS data showed historical traffic volume growth varied between 0% and 2% from 2015 to 2019 (pre-COVID) on E. 146<sup>th</sup> Street and River Road in the site vicinity. Thus, it was deemed reasonable to assume a 1.5% per year growth factor to develop the background traffic volume scenarios. The 2022 existing traffic volumes (Figure 3) were increased by 1.5 percent per year for two years and combined with the Windward at Legacy development (Figure 4) traffic volumes and the Milhaus development (Figure 5) traffic volumes to create the 2024 Background Traffic Volumes. These volumes are presented on Figure 6.

The 2022 existing traffic volumes, which were previously grown to year 2024, were further increased by 1.5 percent per year for an additional ten years to horizon year 2034 and combined with the Windward at Legacy development and the Milhaus development traffic volumes to create the 2034 Background Traffic Volumes. These volumes are presented on Figure 9.

## 4. Projected Traffic

### 4.1 Site Trip Generation

The traffic volumes projected to be generated by the proposed Cottages at Carmel development were based on data contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*, 11<sup>th</sup> Edition. The development proposes to construct the following:

- Two-bedroom carriage houses (22 units)
- Two and three-bedroom cottages with garages (67 units)
- Two-bedroom cottages (118 units)
- Three-bedroom townhouses (30 units)
- Three 4-story multi-family residential buildings (110 units)

ITE Land Use #210, Single-Family Detached Housing, ITE Land Use #215, Single-Family Attached Housing, and ITE Land Use #221, Multi-Family Housing – Mid Rise, were found to best represent site's operation.

Table 4.1 presents the trip generation for the site.

**Table 4.1 Peak Hour Site Trip Generation – Cottages at Carmel**

Land Use Code	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
<b>2024 Trip Generation (Buildout)</b>						
<i>LU 210 – Single Family Detached Housing (55 DUs)</i>	11	32	43	36	21	57
<i>LU 215 – Single Family Attached Housing (182 DUs)</i>	28	61	89	60	45	105
<i>LU 221 – Multi-Family Housing – Mid Rise (110 DUs)</i>	8	29	37	26	17	43
<b>Total New Site Trips (Figure 7)</b>	<b>47</b>	<b>122</b>	<b>169</b>	<b>122</b>	<b>83</b>	<b>205</b>

### 4.2 Trip Generation Comparison

A comparative analysis was performed to determine how the trips generated by the proposed Cottages at Carmel development would compare to the trips generated by a by-right development of the site under existing zoning. The by-right development of the site allows for the following land uses:

- Two-bedroom and three-bedroom townhouses (33 units)
- One-bedroom, two-bedroom and three-bedroom lofts (162 units)
- 4-story multi-family residential buildings (120 units)
- Senior adult apartments (225 units)
- Four 5-story office buildings (320,000 SF)

Table 4.2 presents the trip generation for the by-right zoning. The by-right development is projected to add 647 new trips during the A.M. peak hour (455 in / 192 out) and 667 new trips during the P.M. peak hour (209 in / 458 out).



Table 4.3 presents the trip generation for the Cottages at Carmel development with some additional commercial land uses added. *Note: This commercial development was not included in the traffic analysis – it is shown here for comparison purposes only.* It can be seen that even with additional commercial development, the potential by-right development would generate approximately two times more peak hour trips than the proposed Cottages at Carmel development. Furthermore, no pass-by trips were deducted from the added-in retail/restaurant uses, so the by-right trip generation scenario actually would generate an even greater number of new trips than the Cottages.

**Table 4.2 Peak Hour Site Trip Generation – By-Right**

Land Use Code	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
<b>2024 Trip Generation (Buildout)</b>						
LU 210 – Single Family Detached Housing (33 DUs)	7	20	27	22	13	35
LU 215 – Single Family Attached Housing (162 DUs)	24	55	79	53	40	93
LU 221 – Multi-Family Housing – Mid Rise (120 DUs)	9	32	41	29	18	47
LU 225 – Senior Adult Housing – Multifamily (225 DUs)	15	30	45	31	25	56
LU 710 – General Office Building (320 ksf)	400	55	455	74	362	436
<b>Total Site Trips</b>	<b>455</b>	<b>192</b>	<b>647</b>	<b>209</b>	<b>458</b>	<b>667</b>

**Table 4.3 Peak Hour Site Trip Generation with Commercial Land Use – Cottages at Carmel**

Land Use Code	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
<b>2024 Trip Generation (Buildout)</b>						
LU 210 – Single Family Detached Housing (55 DUs)	11	32	43	36	21	57
LU 215 – Single Family Attached Housing (182 DUs)	28	61	89	60	45	105
LU 221 – Multi-Family Housing – Mid Rise (110 DUs)	8	29	37	26	17	43
*LU 712 – Small Office Building (6.43 ksf)	9	2	11	5	9	14
*LU 822 – Strip Retail Plaza (<40k) (3.47 ksf)	8	6	14	18	19	37
*LU 822 – Strip Retail Plaza (<40k) (2.61 ksf)	7	5	12	15	15	30
*LU 932 – High Turnover Sit Down Restaurant (6.05 ksf)	32	26	58	33	22	55
<b>Total Site Trips</b>	<b>103</b>	<b>161</b>	<b>264</b>	<b>193</b>	<b>148</b>	<b>341</b>
<i>*Vehicle trips from these land uses were not included in the traffic analysis</i>						

## 4.3 Trip Distribution

Based on a review of the existing turning movement counts, knowledge of the area roadways, and logical traffic patterns, the following trip distribution was developed for the site traffic and shown in Table 4.4:

**Table 4.4 Direction of Approach**

To/From	AM/PM
E. 146 <sup>th</sup> Street (West)	40%
E. 146 <sup>th</sup> Street (East)	40%
Cherry Creek Boulevard (West)	15%
Cherry Creek Boulevard (East)	5%
<b>Total</b>	<b>100%</b>

## 4.4 Trip Assignment

The projected A.M. and P.M. new peak hour site trips were assigned to the adjacent street system based on the trip distribution described in Section 4.2.

The new primary site trips were assigned as follows:

- All of the site traffic from the west on E. 146<sup>th</sup> Street will enter the site via the RIRO site driveway on E. 146<sup>th</sup> Street. 50% of this site traffic will exit back to the west via the signalized intersection of E. 146<sup>th</sup> Street and Community Drive; the remaining site traffic will exit back to the west via the unsignalized intersection of Larson Drive and Cherry Creek Boulevard.
- All of the site traffic from the east on E. 146<sup>th</sup> Street will enter/exit the site via the signalized intersection of E. 146<sup>th</sup> Street and Community Drive. Further, it is expected that 90% of this site traffic will enter/exit the site via Hopewell Parkway; the remaining site traffic will enter/exit the site via Equality Boulevard.
- All of the site traffic from the west on Cherry Creek Boulevard will enter/exit the site via Larson Drive.
- 50% of the site traffic from the east on Cherry Creek Boulevard will enter/exit the site via Larson Drive. The remaining site traffic will enter/exit the site via Equality Boulevard.
- It should be noted that some site traffic will likely enter/exit the site via James Dean Drive. No traffic was assigned to James Dean Drive since the intersection of Cherry Creek Boulevard and James Dean Drive was not included as part of this study. Therefore, a conservative analysis of the adjacent study intersections is provided.

The 2024 new primary site trips are presented on Figure 7. When the 2024 new primary site trips (Figure 7) are added to the 2024 background traffic volumes (Figure 6), a 2024 future traffic scenario is created (Figure 8). Similarly, when the 2024 new primary site trips (Figure 7) are added to the 2034 background traffic volumes (Figure 9), a 2034 future traffic scenario is created (Figure 10).

## 5. Analysis

### 5.1 Capacity Analysis

The study intersections were analyzed according to the methodologies published in the Highway Capacity Manual (HCM), 6<sup>th</sup> Edition. The analysis determines the “Level of Service (LOS)” of the intersections and is based on factors such as the number and types of lanes, signal timing, traffic volumes, pedestrian activity, etc. Levels of service are expressed in a range from “A” through “F,” with “A” being the highest level of service, and “F” representing the lowest level of service. Tables 5.1 and 5.2 show the thresholds for Levels of Service “A” through “F” for unsignalized and signalized intersections, respectively.

**Table 5.1 Level of Service Criteria for Unsignalized Intersections**

Level of Service	Delay/Vehicle (seconds)	Description
A	< 10.0	Little or no delay, very low main street traffic.
B	10.1 to 15.0	Short traffic delays, many acceptable gaps.
C	15.1 to 25.0	Average traffic delays, frequent gaps still occur.
D	25.1 to 35.0	Long traffic delays, limited number of acceptable gaps.
E	35.1 to 50.0	Very long traffic delays, very small number of acceptable gaps.
F	> 50.0	Extreme traffic delays, virtually no acceptable gaps in traffic.

**Table 5.2 Level of Service Criteria for Signalized Intersections**

Level of Service	Delay/Vehicle (seconds)	Description
A	< 10.0	Most vehicles do not stop at all.
B	10.1 to 20.0	Some vehicles stop.
C	20.1 to 35.0	The number of vehicles stopping is significant, although many pass through without stopping.
D	35.1 to 55.0	Many vehicles stop. Individual cycle failures are noticeable.
E	55.1 to 80.0	Considered to be the limit of acceptable delay. Individual cycle failures are frequent.
F	> 80.0	Unacceptable delay.

The traffic engineering software *Synchro 10* was used to perform the capacity analyses. The capacity analyses are discussed in the following paragraphs. The following traffic scenarios were analyzed in this study:

- **Year 2022 Existing Traffic** – This scenario analyzed year 2022 existing traffic volumes at the study intersections in order to determine the existing intersection operating levels of service.
- **Year 2024 Background Traffic** – This scenario analyzed the year 2024 traffic conditions of the study intersections with the Windward at Legacy and Milhaus development traffic volumes *without* the addition of new Cottages at Carmel site traffic volumes.
- **Year 2024 Future Traffic** – This scenario analyzed the year 2024 background traffic conditions of the study intersections *with* the addition of new Cottages at Carmel site traffic volumes.
- **Year 2034 Background Traffic** – This scenario analyzed the year 2034 traffic conditions of the study intersections with the Windward at Legacy and Milhaus development traffic volumes *without* the addition of new Cottages at Carmel site traffic volumes.
- **Year 2034 Future Traffic** – This scenario analyzed year 2034 background traffic conditions of the study intersections and site driveways *with* the addition of new Cottages at Carmel site traffic volumes.

The intersection of **E. 146<sup>th</sup> Street and Community Drive** is actuated and contains permitted protected left turns on all approaches. Given the actuated capabilities of the signal, the timing and signal phasing can vary based on the traffic demand.

The results of the capacity analyses are summarized in Tables 5.3 and 5.4. The *Synchro* capacity analysis reports are contained in Appendix B. The *SimTraffic* queuing reports are contained in Appendix C.

**Table 5.3 2022 and 2024 Capacity Analysis Results for Study Intersections (continued on next page)**

Intersection Movement	2022 Existing Traffic		2024 Background Traffic		2024 Future Traffic	
	Delay / LOS		Delay / LOS		Delay / LOS	
	AM	PM	AM	PM	AM	PM
<b>E. 146<sup>th</sup> Street and Community Drive (Signalized)</b>						
<b>Overall</b>	<b>16.6 / B</b>	<b>19.2 / B</b>	<b>19.0 / B</b>	<b>24.0 / C</b>	<b>22.2 / C</b>	<b>27.7 / C</b>
Eastbound Left	25.6 / C	12.3 / B	30.2 / C	13.8 / B	33.8 / C	14.2 / B
Eastbound Through	16.9 / B	21.7 / C	18.0 / B	30.2 / C	20.9 / C	37.7 / D
Eastbound Right	11.0 / B	10.9 / B	10.6 / B	11.4 / B	11.7 / B	12.0 / B
Westbound Left	12.3 / B	15.3 / B	13.7 / B	18.0 / B	16.6 / B	24.8 / C
Westbound Through	15.0 / B	17.0 / B	17.9 / B	19.3 / B	21.1 / C	19.8 / B
Westbound Right	6.7 / A	9.6 / A	6.3 / A	9.7 / A	7.0 / A	9.9 / A
Northbound Left	24.2 / C	24.5 / C	27.2 / C	25.3 / C	27.5 / C	25.1 / C
Northbound Through/Right	31.3 / C	26.6 / C	41.1 / D	28.0 / C	18.4 / D	28.2 / C
Southbound Left	25.4 / C	25.1 / C	28.0 / C	26.4 / C	27.9 / C	26.4 / C
Southbound Through/Right	27.6 / C	27.1 / C	30.1 / C	28.5 / C	29.5 / C	28.5 / C
<b>Community Drive and Hopewell Parkway (Unsignalized)</b>						
Westbound Shared	10.3 / B	10.4 / B	10.7 / B	10.9 / B	11.0 / B	11.4 / B
Eastbound Shared	--	--	--	--	13.8 / B	14.3 / B
Northbound Shared	--	--	--	--	0.0 / A	0.0 / A
Southbound Through/Left	7.7 / A	7.6 / A	7.8 / A	7.6 / A	--	--
Southbound Shared	--	--	--	--	7.8 / A	7.6 / A
<b>Community Drive and Equality Boulevard (Unsignalized)</b>						
Westbound Shared	9.1 / A	10.5 / B	9.1 / A	10.7 / B	9.1 / A	10.8 / B
Eastbound Shared	10.9 / B	11.5 / B	11.7 / B	12.4 / B	11.9 / B	12.6 / B
Northbound Shared	7.6 / A	7.7 / A	7.6 / A	7.8 / A	7.6 / A	7.8 / A
Southbound Shared	7.4 / A	7.4 / A	7.4 / A	7.4 / A	7.4 / A	7.4 / A

**Table 5.3 2022 and 2024 Capacity Analysis Results for Study Intersections (continued from previous page)**

Intersection Movement	2022 Existing Traffic		2024 Background Traffic		2024 Future Traffic	
	Delay / LOS		Delay / LOS		Delay / LOS	
	AM	PM	AM	PM	AM	PM
<b>Larson Drive and Westbound Cherry Creek Boulevard (Unsignalized)</b>						
Northbound Through/Left	10.1 / B	9.6 / A	10.4 / B	9.7 / A	11.1 / B	9.9 / A
Southbound Through/Right	9.2 / A	8.9 / A	9.3 / A	9.0 / A	9.7 / A	9.2 / A
<b>Larson Drive and Eastbound Cherry Creek Boulevard (Unsignalized)</b>						
Northbound Through/Right	11.1 / B	9.7 / A	11.2 / B	9.8 / A	11.4 / B	10.0 / B
Southbound Through/Left	9.7 / A	9.7 / A	9.8 / A	9.8 / A	10.0 / B	10.0 / B
<b>E. 146<sup>th</sup> Street and RIRO Site Driveway (Unsignalized)</b>						
Northbound Right	--	--	--	--	15.3 / C	20.0 / C

**i. 2022 Existing Traffic Conditions**

All approaches and movements at the study intersections are projected to operate at acceptable levels of service (LOS D or better) during both peak hours. It should be noted that the eastbound left turning movement was analyzed as permissive during the AM peak hour due to the low traffic volume (14 vehicles). These vehicles will likely be able to find sufficient gaps in traffic to complete their turn before triggering actuation of the protected turning phase.

**i. 2024 Background Traffic Conditions**

In 2024, with the addition of the background traffic, all approaches and movements at the study intersections are projected to operate at levels of service comparable to existing conditions (LOS D or better) during both peak hours with minor increases in delay.

**ii. 2024 Future Traffic Conditions**

In 2024, with the addition of the new site traffic, all approaches and movements at the study intersections are projected to operate at levels of service comparable to background conditions (LOS D or better) during both peak hours with minor increases in delay.

Under 2024 future conditions, the 95<sup>th</sup> percentile queue length of the eastbound approach at the intersection of **E. 146<sup>th</sup> Street and Community Drive** is projected to be 260 feet and 327 feet during the AM and PM peak hours, respectively. Since the RIRO site driveway on E. 146<sup>th</sup> Street is located approximately 875 feet west of Community Drive, access to the site would be unaffected by the eastbound queuing on E. 146<sup>th</sup> Street.

The results of the capacity analyses under 2034 background conditions and 2034 future conditions are summarized in Table 5.4.



**Table 5.4 2034 Capacity Analysis Results for Study Intersections (continued on next page)**

Intersection Movement	2034 Background Traffic		2034 Future Traffic	
	Delay / LOS		Delay / LOS	
	AM	PM	AM	PM
<b>E. 146<sup>th</sup> Street and Community Drive (Signalized)</b>				
<b>Overall</b>	<b>22.8 / C</b>	<b>23.0 / C</b>	<b>23.7 / C</b>	<b>24.8 / C</b>
Eastbound Left	40.7 / D	15.5 / B	40.8 / D	15.4 / B
Eastbound Through	18.9 / B	26.9 / C	19.8 / B	28.5 / C
Eastbound Right	9.8 / A	10.1 / B	10.0 / A	10.2 / B
Westbound Left	16.7 / B	24.7 / C	18.9 / B	47.5 / D
Westbound Through	24.8 / C	18.7 / B	24.8 / C	18.5 / B
Westbound Right	5.7 / A	8.6 / A	5.7 / A	8.6 / A
Northbound Left	31.2 / C	33.4 / C	32.9 / C	34.4 / C
Northbound Through/Right	34.0 / C	36.9 / D	41.2 / D	38.7 / D
Southbound Left	37.2 / D	33.4 / C	40.0 / D	33.8 / C
Southbound Through/Right	34.7 / C	36.0 / D	34.7 / C	36.3 / D
<b>Community Drive and Hopewell Parkway (Unsignalized)</b>				
Westbound Shared	11.2 / B	11.5 / B	11.6 / B	12.2 / B
Eastbound Shared	--	--	15.0 / C	15.7 / C
Northbound Shared	--	--	0.0 / A	0.0 / A
Southbound Through/Left	7.9 / A	7.7 / A	--	--
Southbound Shared	--	--	7.9 / A	7.7 / A
<b>Community Drive and Equality Boulevard (Unsignalized)</b>				
Westbound Shared	9.2 / A	11.1 / B	9.2 / A	11.2 / B
Eastbound Shared	12.5 / B	13.6 / B	12.7 / B	13.8 / B
Northbound Shared	7.7 / A	7.8 / A	7.7 / A	7.9 / A
Southbound Shared	7.4 / A	7.5 / A	7.4 / A	7.5 / A
<b>Larson Drive and Westbound Cherry Creek Boulevard (Unsignalized)</b>				
Northbound Through/Left	10.4 / B	9.8 / A	11.3 / B	10.1 / B
Southbound Through/Right	9.3 / A	9.1 / A	9.8 / A	9.3 / A

**Table 5.4 2034 Capacity Analysis Results for Study Intersections (continued from previous page)**

Intersection Movement	2034 Background Traffic		2034 Future Traffic	
	Delay / LOS		Delay / LOS	
	AM	PM	AM	PM
<b>Larson Drive and Eastbound Cherry Creek Boulevard (Unsignalized)</b>				
Northbound Through/Right	11.3 / B	9.9 / A	11.6 / B	10.1 / B
Southbound Through/Left	10.0 / B	10.0 / B	10.2 / B	10.2 / B
<b>E. 146<sup>th</sup> Street and RIRO Site Driveway (Unsignalized)</b>				
Northbound Right	--	--	17.2 / C	24.0 / C

### iii. 2034 Background Traffic Conditions

In 2034, with the addition of the background traffic, all approaches and movements at the study intersections are projected to operate at levels of service comparable to existing conditions (LOS D or better) during both peak hours with minimal increases in delay.

### iv. 2034 Future Traffic Conditions

In 2034, with the addition of the new site traffic, all approaches and movements at the study intersections are projected to operate at levels of service comparable to background conditions (LOS D or better) during both peak hours with minimal increases in delay.

Under 2034 future conditions, the 95<sup>th</sup> percentile queue length of the eastbound approach at the intersection of **E. 146<sup>th</sup> Street and Community Drive** is projected to be 309 feet and 390 feet during the AM and PM peak hours, respectively. Since the RIRO site driveway on E. 146<sup>th</sup> Street is located approximately 875 feet west of Community Drive, access to the site would be unaffected by the eastbound queuing on E. 146<sup>th</sup> Street.

## 5.2 Auxiliary Turn Lane Analysis

An analysis was performed to determine the need for left and right turn lanes at the proposed site access drives on E. 146<sup>th</sup> Street and Community Drive. The determination of need for left and right turn lanes was based on guidelines contained in the 2013 Indiana Department of Transportation Design Manual (IDM).

### *Right Turn Lane Analysis*

#### **E. 146<sup>th</sup> Street and RIRO Site Driveway**

Under future traffic conditions, the eastbound projected peak hour right turning traffic volume from E. 146<sup>th</sup> Street into the RIRO site driveway is 19 and 49 vehicles during the AM and PM peak hours, respectively. Based on the right turn guidelines in Figure 46-4B of the IDM, the volume of traffic on E. 146<sup>th</sup> Street combined with the projected right turning site traffic volumes, an eastbound right turn lane **would** be required to serve the site in 2024.

#### **Community Drive and Hopewell Parkway**

Under future traffic conditions, the southbound projected peak hour right turning traffic volume from Community Drive onto Hopewell Parkway is 17 and 44 vehicles during the AM and PM peak hours, respectively. Based on the right turn guidelines in Figure 46-4A of the IDM, the volume of traffic on Community Drive combined with the projected right

turning site traffic volumes onto Hopewell Parkway, a right turn lane would **not** be required to serve the site under 2024 or 2034 future traffic conditions.

#### **Community Drive and Equality Boulevard**

Under 2024 background traffic conditions, the southbound projected peak hour right turning traffic volume from Community Drive onto Equality Boulevard is 90 and 99 vehicles during the AM and PM peak hours, respectively. Based on the right turn guidelines in Figure 46-4A of the IDM, the volume of traffic on Community Drive combined with the projected right turning site traffic volumes onto Equality Boulevard, a southbound right turn lane **would** be required under 2024 background traffic conditions.

#### ***Left Turn Lane Analysis***

#### **Community Drive and Equality Boulevard**

Under 2024 future traffic conditions, the northbound projected peak hour left turning traffic volume from Community Drive onto Equality Boulevard is 17 vehicles during the AM peak hour and 23 vehicles during the PM peak hour. Based on the left turn lane guidelines in Figure 46-4C of the IDM, the volume of traffic on Community Drive combined with the projected left turning site traffic volumes, a left turn lane would **not** be warranted in 2024.

Under 2034 future traffic conditions, the northbound projected peak hour left turning traffic volume from Community Drive onto Equality Boulevard is 21 vehicles during the AM peak hour and 27 vehicles during the PM peak hour. Based on the left turn lane guidelines in Figure 46-4C of the IDM, the volume of traffic on Community Drive combined with the projected left turning site traffic volumes, a left turn lane would **not** be warranted in 2034.

## **6. Conclusions**

Based on the results of the study, the conclusions and recommendations are as follows:

#### ***Conclusions:***

- In 2024, the Cottages at Carmel development is projected to add 169 new trips during the A.M. peak hour (47 in / 122 out) and 205 new trips during the P.M. peak hour (122 in / 83 out).
- Under 2024 background conditions, projected traffic volumes from two approved nearby developments were included in this study: the Windward at Legacy Townhomes development (142 dwelling units), which will be located just south of the subject site; and the Milhaus mixed-use development, which will be located in the northwest quadrant of the intersection of E. 146<sup>th</sup> Street and River Road.
- In 2024, with the addition of the new site traffic, all approaches and movements at the study intersections are projected to operate at levels of service comparable to background conditions (LOS D or better) during both peak hours with minimal increases in delay.
- In 2034, with the addition of the new site traffic, all approaches and movements at the study intersections are projected to operate at levels of service comparable to background conditions (LOS D or better) during both peak hours with minimal increases in delay.
- E. 146<sup>th</sup> Street and RIRO Site Driveway
  - Based on the right turn guidelines in Figure 46-4B of the IDM, the volume of traffic on E. 146<sup>th</sup> Street combined with the projected right turning site traffic volumes, an eastbound right turn lane **would** be

warranted under 2024 future conditions.

- Community Drive and Hopewell Parkway
  - Based on the right turn guidelines in Figure 46-4A of the IDM, the volume of traffic on Community Drive combined with the projected right turning site traffic volumes, a right turn lane would not be warranted under 2024 or 2034 future conditions.
- Community Drive and Equality Boulevard
  - Based on the right turn guidelines in Figure 46-4A of the IDM, the volume of traffic on Community Drive combined with the projected right turning site traffic volumes, a southbound right turn lane **would** be warranted under 2024 background conditions.
  - Based on the left turn lane guidelines in Figure 46-4C of the IDM, the volume of traffic on Community Drive combined with the projected left turning site traffic volumes, a northbound left turn lane would not be warranted under 2024 or 2034 future conditions.

#### ***Recommendations:***

- E. 146<sup>th</sup> Street and RIRO Site Driveway
  - Based on the auxiliary lane design guidelines in Figures 46-4H, J and L of the IDM, a 435 foot (385 feet deceleration; 50 feet storage) eastbound right turn lane with a 100-foot taper is needed at this location.
- Community Drive and Equality Boulevard
  - Based on the auxiliary lane design guidelines in Figures 46-4H, J and L of the IDM, a 300 foot (200 feet deceleration; 100 feet storage) southbound right turn lane with a 100-foot taper is needed at this location.

Please do not hesitate to contact me should you have any questions regarding this analysis.

Sincerely,

GHD Services, Inc.



Eric J. Tripi, P.E., PTOE  
Regional Transportation Leader

# **TAB 14**



**Sponsor: Councilor Rider**

**ORDINANCE Z-679-23**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE  
CITY OF CARMEL, INDIANA  
AMENDING THE LEGACY  
PLANNED UNIT DEVELOPMENT DISTRICT (Z-501-07)**

***Synopsis:***

*Ordinance establishes an Amendment to the Legacy Planned Unit Development District Ordinance, Ordinance Number Z-501-07 which Amendment shall be referred to as the 2022 Legacy PUD Amendment Ordinance (the “2022 Legacy PUD Amendment Ordinance”). The 2022 Legacy PUD Amendment Ordinance amends certain provisions of the original Legacy PUD Ordinance Number Z-501-07 (as amended), pertaining to the Use Blocks, Maximum Unit Limitations, and removing units from the future use of the existing Amenity Area within the Legacy.*

**WHEREAS**, the Carmel Unified Development Ordinance, Ordinance Z-625-17, as amended (the “Unified Development Ordinance”), provides for the establishment of a Planned Unit Development District in accordance with the requirements of I.C. § 36-7-4-1500 et seq.; and

**WHEREAS**, the Common Council adopted the Legacy Planned Unit Development Ordinance, Ordinance Number Z-501-07, on January 22, 2007, which established the Legacy PUD District, and

**WHEREAS**, the Common Council amended the Legacy Planned Unit Development ordinance, Ordinance Z-501-07 by the enactment of Ordinance Z-637-18, on December 17, 2018, (collectively, the “Legacy PUD”); and

**WHEREAS**, Advenir Oakley Development, LLC (“Advenir Oakley”) submitted an application to the Carmel Plan Commission (the “Plan Commission”) to amend the Legacy PUD District Ordinance (the “2022 Legacy PUD Amendment”) for certain real estate in the City of Carmel, Hamilton County, Indiana, as legally described in **Exhibit A** attached hereto (the “Real Estate”); and

**WHEREAS**, the application is consistent with the provisions of the UDO and PUD Statute; and

**WHEREAS**, after proper notice, and pursuant to the provisions of the PUD Statute and UDO, the Plan Commission conducted a public hearing on September 20, 2022 regarding the 2022 Legacy PUD Amendment, which application was docketed as PZ-2022-00147 OA, and

**WHEREAS**, the Plan Commission has given a **FAVORABLE** recommendation to this Legacy 2022 PUD Amendment Ordinance, which Legacy 2022 PUD Amendment Ordinance amends certain provisions of the Legacy PUD with respect to the Real Estate.

NOW, THEREFORE, BE IT ORDAINED by the Council, that: (i) pursuant to IC §36-7-4-1500 *et seq.*, the Council adopts this 2022 Legacy PUD Amendment Ordinance, as an amendment to the Zone Map; (ii) all prior ordinances or parts thereof inconsistent with any provision of this 2022 Legacy PUD Amendment Ordinance and its exhibits are hereby made inapplicable to the use and development of the Real Estate; (iii) all prior commitments and restrictions applicable to the Real Estate or parts thereof inconsistent with any provision of this 2022 Legacy PUD Amendment Ordinance shall be null and void and replaced and superseded by this 2022 Legacy PUD Amendment Ordinance; and, (iv) this 2022 Legacy PUD Amendment Ordinance shall be in full force and effect from and after its passage and signing.

**Section 1. Applicability of Ordinance:**

- A. Development of the Real Estate shall be governed entirely by (i) the provisions of this 2022 Legacy PUD Amendment Ordinance and its exhibits, and (ii) those provisions of the Legacy PUD, as amended by this 2022 Legacy PUD Amendment Ordinance.
- B. All provisions of the Legacy PUD not affected by this 2022 Legacy PUD Amendment Ordinance shall continue, unchanged, and the Legacy PUD Ordinance, as amended, shall remain in full force and effect.

**Section 2. Definitions and Rules of Construction:**

- A. General Rules of Construction. The following general rules of construction and definitions shall apply to the 2022 Legacy PUD Amendment Ordinance:
  - 1. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
  - 2. Words used in the present tense include the past and future tenses, and the future the present.
  - 3. The word “shall” indicates a mandatory requirement. The word “may” indicates a permissive requirement.
- B. Definitions. The definitions (i) of the capitalized terms set forth below in this Section 2, as they appear throughout this 2022 Legacy PUD Amendment Ordinance, shall have the meanings set forth below in this Section 2.2 and (ii) of all other capitalized terms included in this 2022 Legacy PUD Amendment Ordinance and not defined below in this Section 2, shall be the same as set forth in the Legacy PUD and UDO.

Architectural Character Imagery: These comprise the elevations and perspectives, attached hereto **Exhibit D** (Architectural Character Imagery). The Architectural Character Imagery shall be the basis for the development of final residential building designs provided all applicable Development Requirements are met, including ADLS Approval. All Structures including residential Uses on the Real Estate shall be developed in substantial compliance with the Architectural Character Imagery subject to ADLS Approval by the Plan Commission.

Concept Plan: The general plan for the development of the Real Estate, including but not limited to lots, streets and common areas attached hereto as **Exhibit C** (Concept Plan).

Controlling Developer: Shall mean Advenir Oakley Development, LLC or the owner of the Real Estate at the time of adoption of the 2022 Legacy PUD Amendment Ordinance, until such time as Advenir Oakley Development, LLC or the owner transfers or assigns, in writing, its rights as Controlling Developer.

Development Requirements: Written development standards and any written requirements specified in this 2022 Legacy Amendment PUD Ordinance, which must be satisfied in connection with the approval of a Development Plan and Building Permits.

Real Estate: The Real Estate legally described in **Exhibit A** (Legal Description).

Unified Development Ordinance (or “UDO”): The Unified Development Ordinance, Ordinance Z-625-17, of the City of Carmel, Hamilton County, Indiana, as amended.

Zone Map: The City’s official Zone Map corresponding to the UDO.

**Section 3:**     **Concept Plan:**

- A.     The Concept Plan, attached hereto as **Exhibit C**, is hereby incorporated by reference (the “Concept Plan).
- B.     The Residential Uses on the Real Estate shall be developed in substantial compliance with the Concept Plan subject to Development Plan Approval by the Plan Commission. Substantial compliance shall be regulated in the same manner as the “substantially or materially altered” provisions of the UDO as it applies to Development Plans.

**Section 4:**    **Use Blocks:**

- A. Attached hereto as **Exhibit B**, is a copy of the Legacy PUD Use Block Map illustrating the Use Blocks within the Legacy PUD, as proposed with modifications identified below in this Section, and also identifying the Real Estate which is outlined in yellow, is hereby incorporated by reference (the “Use Block Map”).
- B. Section 7. (Primary Office Use Block) of the Original Legacy PUD is deleted.
- C. The Use Block Map shall be amended by incorporating, in total, the area identified as Primary Office (PO) into the Urban Residential (UR) Use Block area.
- D. Development of the Real Estate shall be subject to the Permitted Uses, Landscaping, Lighting, Parking and Signage as applicable within the Urban Residential (UR) Use Block and Village Core (VC) Use Block of the Legacy PUD.
- E. Detached Dwellings: Exhibit 8 Development Standards and Architectural Standards of the Legacy PUD, shall not apply as the following standards shall apply to Detached Dwellings.
  - 1. The Architectural Design Requirements of Section 6 of this 2022 Legacy PUD Amendment Ordinance shall apply.
  - 2. The Minimum Square footage shall be 1,000 square feet.
  - 3. Minimum Front Yard Setback:
    - a. Eight (8) feet measured from covered porch or stoop to the sidewalk which runs parallel to a street, alley or parking area (space).
    - b. A minimum of five (5) feet is permitted between the side of a Dwelling and a sidewalk which runs parallel to a street, or parking area (space).
  - 4. Minimum Distance between buildings: Ten (10) feet.
  - 5. Minimum Rear Yard Setback: Eight (8) feet except adjacent to alleys where the minimum setback shall not apply.
- F. Attached Dwellings: Attached Dwellings shall be subject to (i) the Architectural Design Requirements of Section 6 of this 2022 Legacy PUD

Amendment Ordinance, and (ii) the Development Standards of Exhibit 9 of the Legacy PUD as amended below:

1. Minimum Front Yard Setback:

- a. Eight (8) feet measured from covered porch or stoop to the sidewalk which runs parallel to a street, alley or parking area (space).
- b. Zero (0) setback shall be permitted from an alley where a garage door abuts the alley (see Concept Plan).
- c. A minimum of five (5) feet is permitted between the side of a Dwelling and a sidewalk which runs parallel to a street, or parking area (space).

2. Minimum Distance between buildings: Ten (10) feet.

3. Minimum Rear Yard Setback: Eight (8) feet except adjacent to alleys where the minimum setback shall not apply.

G. Apartment Buildings shall not be subject to Section 6 of the Legacy PUD, however Apartment Buildings shall be subject to (i) the Architectural Design Requirements of Section 6 of this 2022 Legacy PUD Amendment Ordinance and (ii) the Development Standards of Exhibit 9 of the Legacy PUD.

H. A maximum of forty (40) dwellings (flats, Lofts, apartments) are permitted per multi-story building along Community Drive and Equality Boulevard as illustrated on the Concept Plan.

I. Primary Uses on the first floor of the northern-most multi-story building along Community Drive shall (i) include but not be limited to leasing, gym, resident café (or similar), co-working space and other permitted commercial uses, (ii) and occupy a minimum of 6,000 square feet.

**Section 5. Maximum Unit Limitations:**

A. Section 17.1 (Primary Residential Density) of the Legacy PUD is replaced and superseded in its entirety by the following:

Application of this Section 5, regarding maximum unit limitations, shall regulate all dwellings on the Real Estate as Apartments as all are for rent dwelling units, even though they take the form of an Attached or Detached Dwelling and are regulated per Section 6 – Architectural Design of this Ordinance.

The total number of Detached Dwellings, Attached Dwellings, Apartments, and CCRC Cottages shall not exceed one thousand four hundred and forty-seven (1,447), may occur in any combination subject only to the limitation of Section 5 of this Ordinance, are referred in the Chart in Section 17.3 of the Original Legacy PUD as “Base Units”, and may occur in any combination subject only to the limitations below:

1. Maximum Attached Dwellings. Without the approval of the Plan Commission, there shall be no more than four hundred and seventy-six (476) Attached Dwellings.
  2. Maximum Apartments. Without the approval of the Plan Commission, there shall be no more than six hundred nineteen (619) Apartments.
- B. Section 17.2 (Ancillary Use Limitations) of the Original Legacy PUD is amended to replace “one thousand two hundred fifty (1,250)” with the limitation amended above, “one thousand four hundred and forty-seven (1,447)”. The regulation of Ancillary Units is otherwise unchanged and remains regulated per Section 17.2 and Section 17.3 of the Legacy PUD. However, no CCRC Dwellings shall be permitted on the Real Estate.
- C. The maximum number of Dwellings permitted on the Real Estate shall not exceed three hundred and fifty (350).
- D. There shall be no more than one-hundred and twenty (120) Apartments located within in the three (3), multi-story, buildings located along Community Drive and Equality Boulevard.

**Section 6. Architectural Design:**

- A. All Residential Structures on the Real Estate shall be in substantial compliance with the Architectural Character Imagery hereby incorporated and attached as **Exhibit D** subject to ADLS Approval by the Plan Commission. Substantial compliance shall be regulated in the same manner as the “substantially or materially altered” provisions of the UDO as it applies to Architectural Design.
- B. Use of Masonry:
1. A minimum of thirty (30) percent of all cottage units will have 18”-36” masonry wainscot. In satisfaction of this standard, masonry shall not be required on a façade enclosed by a fence within a private courtyard space.
  2. On the multi-story, with the exception of the area allocated for retail usage, which will receive more appropriate retail storefront



glazing, the first floor of the multi-story building will receive a masonry component.

3. Only one (1) type and color of masonry shall be used on a Dwelling (no stone / brick combinations shall be used on a Dwelling by way of example).
- C. The number of windows shall be provided as illustrated on the Dwelling elevations provided on **Exhibit D**.
- D. Anti-monotony:
1. No Dwelling design shall repeat across a 6-unit run along the same side of a street.
  2. No Dwelling design shall repeat directly across the street.
  3. The “Carriage House - 2 Bedroom Int. Stair” Dwelling type included on **Exhibit D** shall be exempt from the Anti-monotony standards of this Section 6.

**Section 7.**     **Signage:**

- A. **Section 15.1** (Residential Signs) of the Legacy PUD shall not apply to the residential uses on the Real Estate, rather the following shall apply:
1. Signs shall be consistent with the type and style of Signs depicted in **Exhibit F** subject to (i) ADLS Approval by the Plan Commission and (ii) compliance with the UDO standards regarding number, type, location, size and height. Monument sign(s) shall not require a cap design element as specified in the UDO.
  2. Modifications to Permitted Signs may be approved by the Plan Commission as part of the review of an ADLS or ADLS Amendment Application.
  3. All signs for non-residential uses shall be subject to the standards of UDO as amended only by the Legacy PUD.

**Section 8.**     **Amenity Area:**

- A. The Controlling Developer shall construct an amenity area (the “Amenity Area”) on the Real Estate.
- B. The Amenity Area shall contain, at a minimum, the following improvements:

1. One (1) outdoor pool of a minimum size of one thousand nine hundred fifty (1,950) square feet;
  2. Outdoor seating and grilling stations.
  3. A clubhouse with a minimum size of one thousand five hundred (1,500) square feet including changing rooms, fitness center and storage;
- C. In addition to the clubhouse an additional 1,500 square foot building / area(s) will be constructed as part of the Amenity Area or within one of the multi-story buildings along Community Drive which will include a leasing center and centralized mail delivery.
- D. The Controlling Developer shall complete construction of the Amenity Area, clubhouse and leasing office buildings prior to occupancy of the dwellings on the Real Estate by residents.
- E. The Amenity Area shall serve residents of the Real Estate. The Real Estate shall not be part of the association entitled to the use of the other amenity areas which serve the other neighborhoods within the Legacy PUD.
- F. Dog DNA testing will be included as part of all lease agreements in order to control animal waste collection.

**Section 9. Additional Standards.**

A. Landscaping:

1. The western perimeter sidewalk as illustrated on the Concept Plan shall be planted with new trees and shrubs providing enhanced buffering between the Real Estate and the adjacent common (preserve) area.
2. All landscaping on the Real Estate shall be maintained in substantial compliance with the approved landscaping plan; however, alternative planting materials may be permitted subject to the approval by the Urban Forester.

B. ADA:

1. The design and layout for ADA access will include a ramp entrance to the main entrance of the amenity space.
2. All sidewalks/crosswalks/paths will be designed per ADA requirements.

- C. There shall be a minimum of three (3) raised pedestrian crosswalks included on the Real Estate as traffic calming measures.
- D. Fence Design along 146<sup>th</sup> Street: The fence that runs generally parallel with 146<sup>th</sup> Street along the north side of the residential use shall be in substantial compliance with the Fence Character Example hereby incorporated and attached as **Exhibit E** subject to ADLS Approval by the Plan Commission.
- E. Trash collection from each dwelling unit will be collected by Owner, picked up, and transported offsite by a commercial waste management company. Managing owner shall arrange for trash collection from each dwelling unit. Any central trash collection locations within the community will be fully screened and Owner will arrange for pick up. Private trash receptacles, recycling containers, and grease trap containers shall be enclosed on all four (4) sides and be screened with landscaping to a minimum height of dumpster and/or compactor plus two (2) feet.

**Section 10.** General Maintenance and Maintenance Enforcement:

- A. All landscaping and all vertical improvements (including but not limited to, buildings, fencing, light poles, common area amenities, pool facilities, etc.) that are installed on the Real Estate by the Controlling Developer shall be properly maintained by either the Controlling Developer or the Controlling Developer's successors, transferees and/or assigns in interest. This includes but is not limited to the repair, removal and timely replacement of missing, damaged or dilapidated materials.
- B. The maintenance obligations set forth above shall be subject to the Article 10 Enforcement provisions of the City of Carmel's Unified Development Ordinance, as may be amended from time to time.

**Section 11.** This 2022 Legacy Amendment Ordinance Number Z-679-23 shall be in full force and effect from and after its passage by the Common Council and signing by the Mayor.

**Section 12.** **Exhibits.** All of the Exhibits (A-F) on the following pages are attached to this 2022 Legacy PUD Amendment Ordinance, are incorporated by reference into this 2022 Legacy PUD Amendment Ordinance and are part of this 2022 Legacy PUD Amendment Ordinance.

*The remainder of this page is left blank intentionally.*

## **Exhibit A**

### **Real Estate**

A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF COMMON AREA #2 IN THE RIDGE AT THE LEGACY SECTION 1 (AKA THE RESIDENTIAL PHASE ONE, SECTION ONE), AS RECORDED IN INSTRUMENT NUMBER 2013002737 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THE FOLLOWING 4 COURSES FALL ON AND ALONG THE SOUTH RIGHT-OF-WAY OF 146<sup>TH</sup> STREET AS DESCRIBED IN INSTRUMENT NUMBER 2001065741 IN SAID RECORDER'S OFFICE; (1) SOUTH 84 DEGREES 03 MINUTES 06 SECONDS EAST, 15.14 FEET; (2) NORTH 87 DEGREES 46 MINUTES 14 SECONDS EAST, 197.10 FEET; (3) SOUTH 89 DEGREES 22 MINUTES 02 SECONDS EAST, 1246.72 FEET; (4) SOUTH 88 DEGREES 09 MINUTES 51 SECONDS EAST, 328.47 FEET TO THE WEST RIGHT-OF-WAY OF COMMUNITY DRIVE AS DESCRIBED IN INSTRUMENT NUMBER 2008043636 IN SAID RECORDER'S OFFICE; THE FOLLOWING 7 COURSES FALL ON AND ALONG SAID WEST RIGHT-OF-WAY OF COMMUNITY DRIVE; (1) SOUTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, 224.10 FEET; (2) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 435.43 AND AN ARC LENGTH OF 34.61 AND HAVING A LONG CHORD BEARING OF S02°07'37"W AND A DISTANCE OF 34.60'; (3) SOUTH 04 DEGREES 21 MINUTES 13 SECONDS WEST, 242.38 FEET; (4) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 544.50' AND AN ARC LENGTH OF 41.41 AND HAVING A LONG CHORD BEARING OF S02°10'29"W AND A DISTANCE OF 41.40; (5) SOUTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, 88.34 FEET; (6) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 544.50' AND AN ARC LENGTH OF 29.30 AND HAVING A LONG CHORD BEARING OF S01°32'44"E AND A DISTANCE OF 29.30'; (7) SOUTH 03 DEGREES 05 MINUTES 13 SECONDS EAST, 135.88 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EQUALITY BOULEVARD AS DESCRIBED IN INSTRUMENT NUMBER 2015002813 IN SAID RECORDERS OFFICE; THE FOLLOWING 2 COURSES FALL ON AND ALONG SAID NORTH RIGHT-OF-WAY OF EQUALITY BOULEVARD; (1) SOUTH 86 DEGREES 54 MINUTES 36 SECONDS WEST, 146.59 FEET; (2) SOUTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, 212.88 FEET TO THE SOUTHEAST CORNER OF COMMON AREA #7 IN THE WINDWARD AT LEGACY TOWNHOMES, AS RECORDED IN INSTRUMENT NUMBER 2021066606 IN SAID RECORDER'S OFFICE; THE FOLLOWING 7 COURSES FALL ON AND ALONG THE NORTH AND EAST LINES OF SAID COMMON AREA #7; (1) NORTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, 3.16 FEET; (2) ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 232.00' AND AN ARC LENGTH OF 43.95' AND HAVING A LONG CHORD BEARING OF S84°33'51"W AND A DISTANCE OF 43.89'; (3) SOUTH 79 DEGREES 08 MINUTES 11 SECONDS WEST, 167.81 FEET; (4) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 768.00' AND AN ARC LENGTH OF 145.48' AND HAVING A LONG CHORD BEARING OF S84°33'47"W AND A DISTANCE OF 145.26'; (5) SOUTH 89 DEGREES 59 MINUTES 23 SECONDS WEST, 140.35 FEET; (6) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00' AND AN ARC LENGTH OF 23.56' AND HAVING A LONG CHORD BEARING OF N45°00'37"W AND A DISTANCE OF 21.21'; (7) NORTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, 174.27 FEET TO THE NORTH LINE OF SAID WINDWARD AT LEGACY TOWNHOMES; THENCE SOUTH 89 DEGREES 59 MINUTES 23 SECONDS WEST ON AND ALONG SAID NORTH LINE 891.32 FEET TO THE EAST LINE OF COMMON AREA #8 IN THE RIDGE AT THE LEGACY SECTION 3 AS DESCRIBED IN INSTRUMENT NUMBER 2014054239 IN SAID RECORDER'S OFFICE; THE FOLLOWING 3 COURSES FALL ON AND ALONG SAID EASTERN LOT LINE OF COMMON AREA #8; (1) NORTH 00 DEGREES 29 MINUTES 16 SECONDS WEST, 83.68 FEET; (2) NORTH 89 DEGREES 59 MINUTES 18 SECONDS WEST, 14.15 FEET; (3) NORTH 00 DEGREES 00 MINUTES 42 SECONDS EAST, 484.95 FEET TO THE SOUTHEAST CORNER OF SAID COMMON AREA #2 IN THE RIDGE AT THE LEGACY SECTION 1 (AKA THE RESIDENTIAL PHASE ONE, SECTION ONE); THENCE NORTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 109.86 FEET ON AND ALONG SAID EAST COMMON AREA LINE TO THE POINT OF BEGINNING. CONTAINING 30.70 ACRES OF LAND, MORE OR LESS.

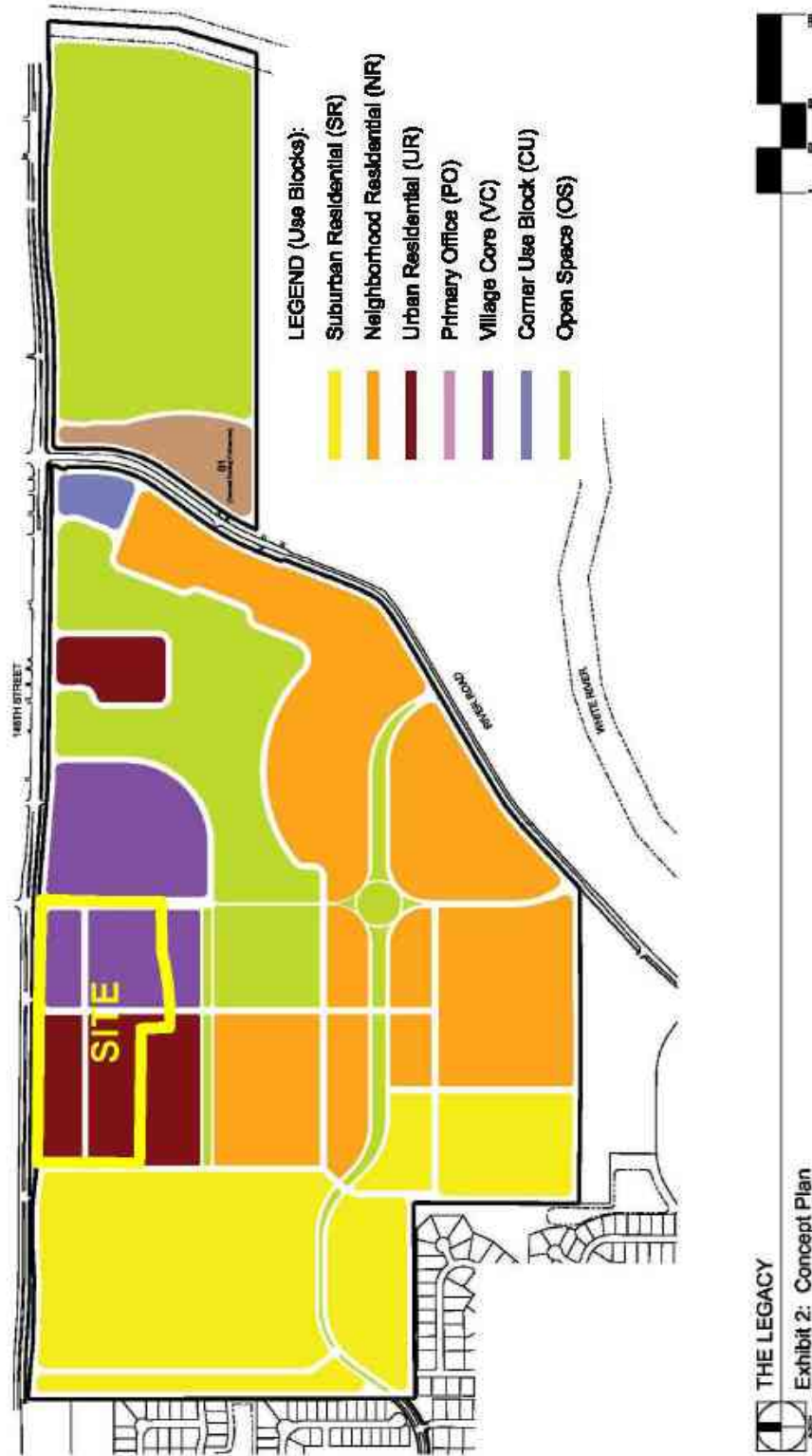
## Exhibit A

### Real Estate



## Exhibit B

### Use Block Map





**Exhibit C**

Concept Plan

See Following Page



SKETCH PLAN 1:100  
LEO AT CARMEL - A MIXED-USE COMMUNITY

■ CLERKWORK & SERVICES  
 ■ 2-BEDROOM COTTAGE HOUSE  
 ■ 3-BED COTTAGE WITH GARAGE  
 ■ 2-BEDROOM COTTAGE/LOFT  
 ■ 3-BEDROOM TOWNHOUSE  
 ■ MULTIFAMILY  
 ■ COMMERCIAL

**Exhibit D**

Architectural Character Imagery

See Following 26 Pages

COTTAGE - 2 BEDROOM



Elevation



Main Level

B201

1064 SQ FT

LEO

NEED NOT BE BUILT



# DUPLEX - 2 BEDROOM



Elevation

No Fence Included in front yard



Lower Floor Plan

1064 SQ FT

LEO

NEED NOT BE BUILT

STACKED DUPLEX - 2 BEDROOM



Elevation



Lower Floor Plan



Upper Floor Plan

2173 SQ FT



NEED NOT BE BUILT



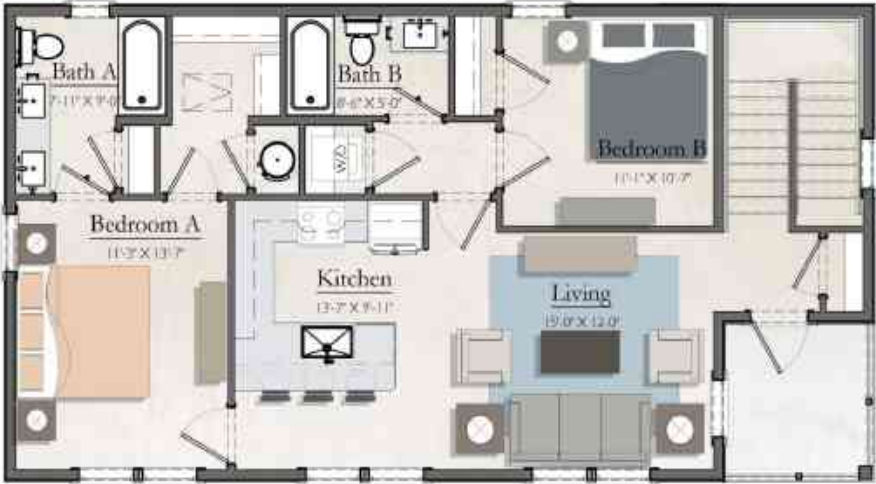
CARRIAGE HOUSE - 2 BEDROOM INT. STAIR



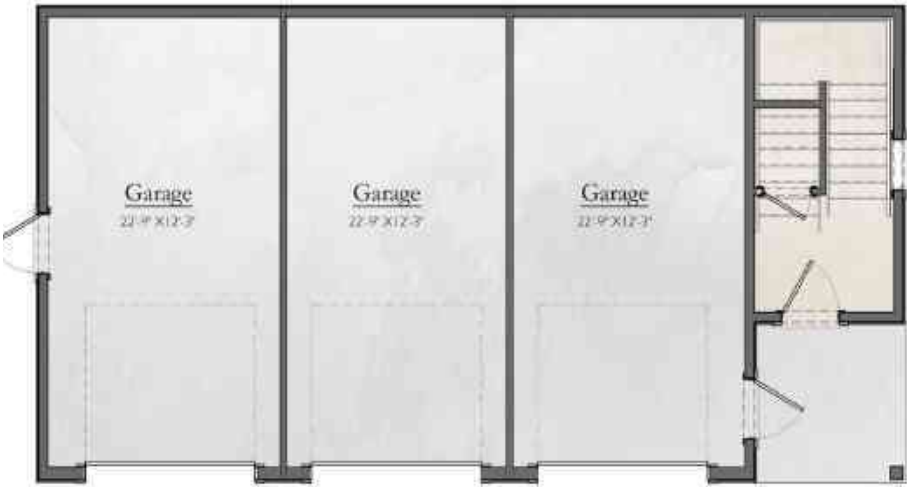
Elevation



Upper Floor Plan



Lower Floor Plan



2020 SQ FT



TOWNHOUSE - 3 BEDROOM



Lower Level



Elevation



Upper Level

C400

1372 SQ FT

LEO

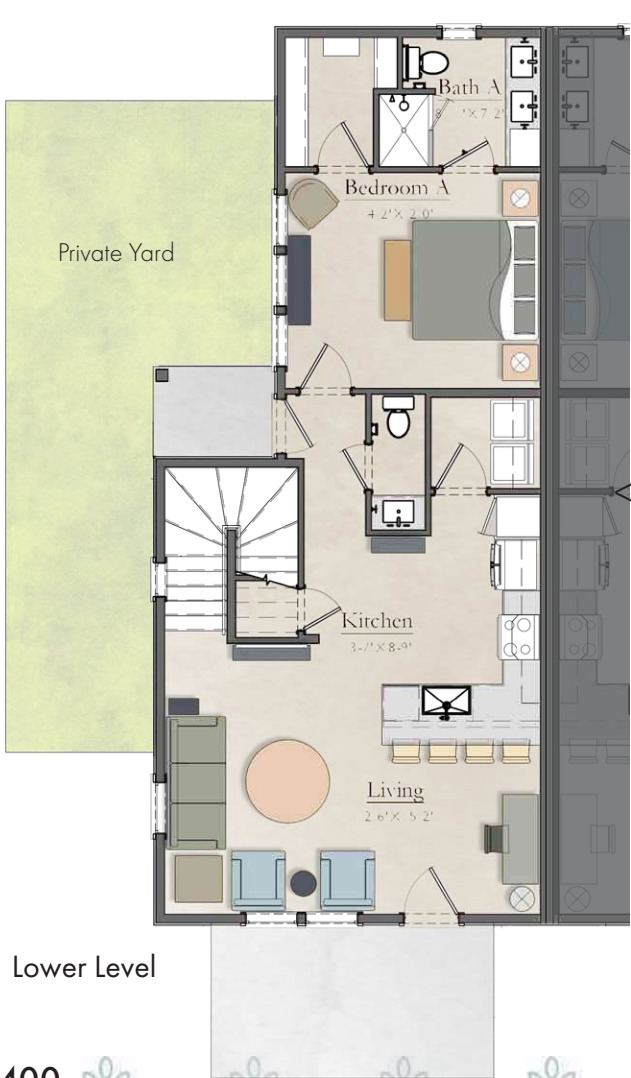
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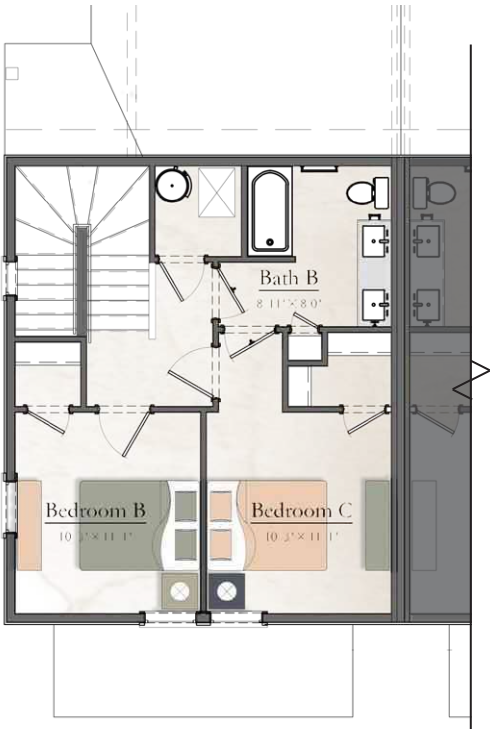
TOWNHOUSE TWIN - 3 BEDROOM



Elevation



Lower Level



Upper Level

C400/C400

1372/ 1372 SQ FT

LEO

NEED NOT BE BUILT

# 2 BEDROOM COTTAGE ATTACHED GARAGE



Elevation



Floor Plan

1456 SQ FT





3 BEDROOM COTTAGE ATTACHED GARAGE



First Floor Plan



Second Floor Plan

1456 SQ FT



# 4 - STORY LOFTS -1 & 2 BEDROOM



1 BR Loft - 754 SF



2 BR Loft - 1,102 SF



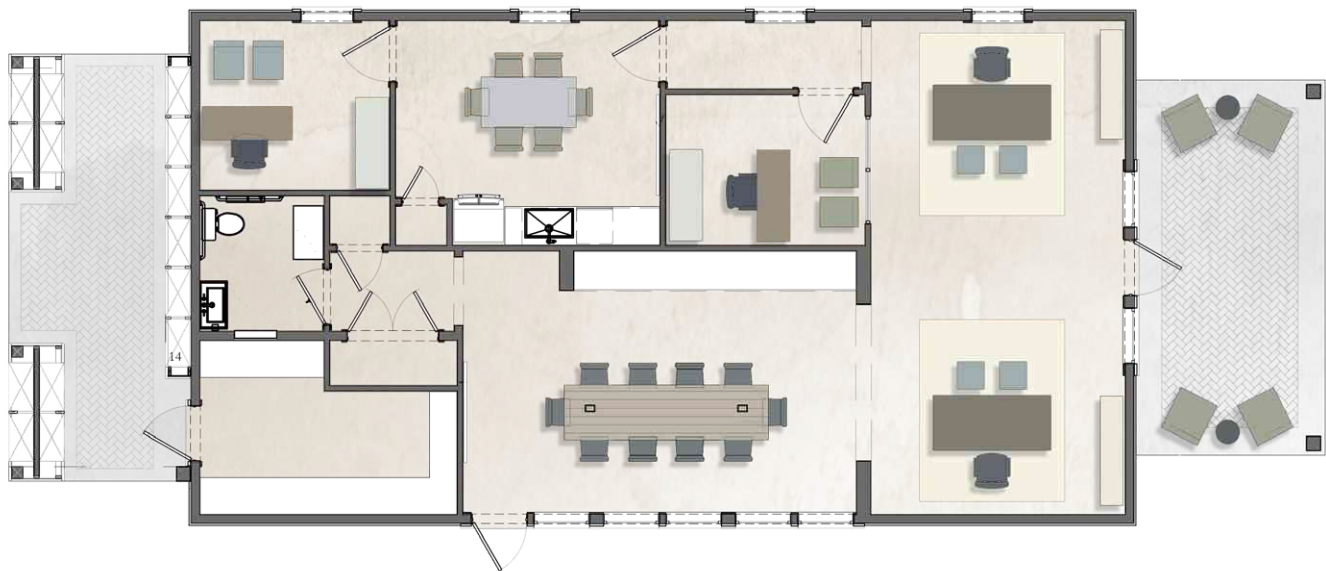
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# CLUBHOUSE LEASING



Elevation



Floor Plan

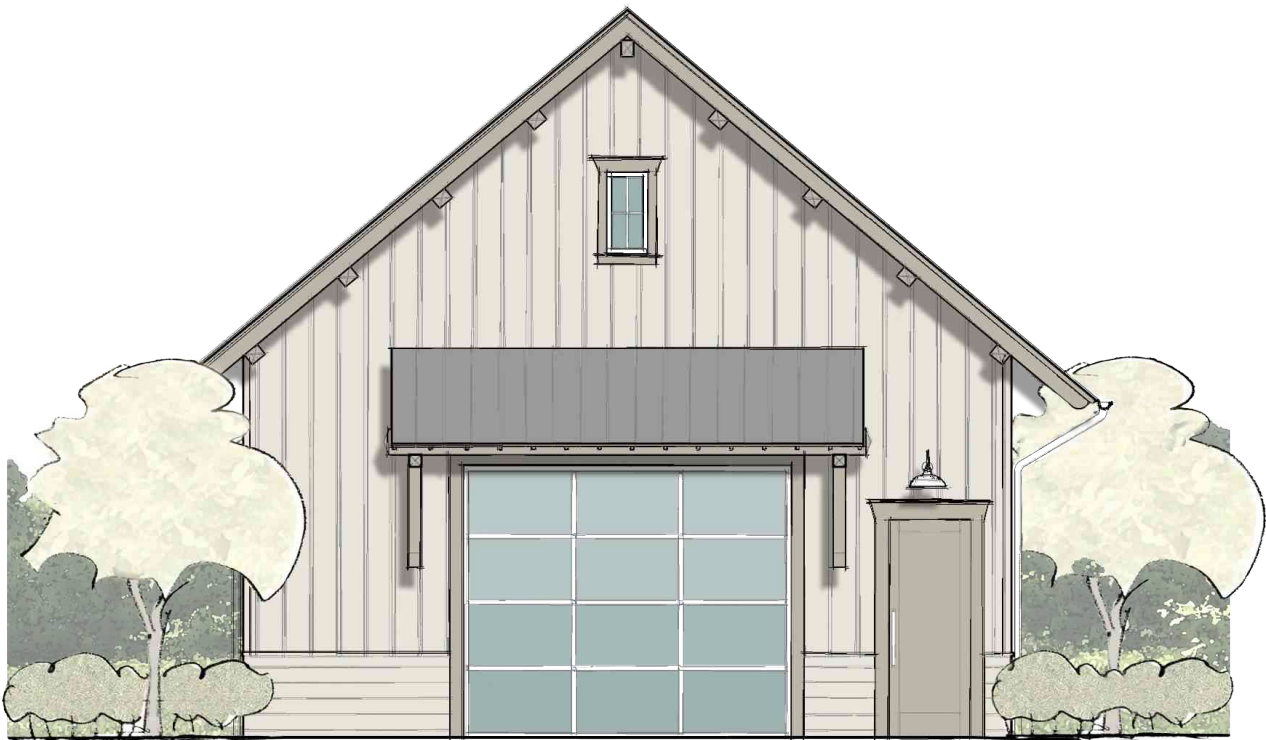


# LEO

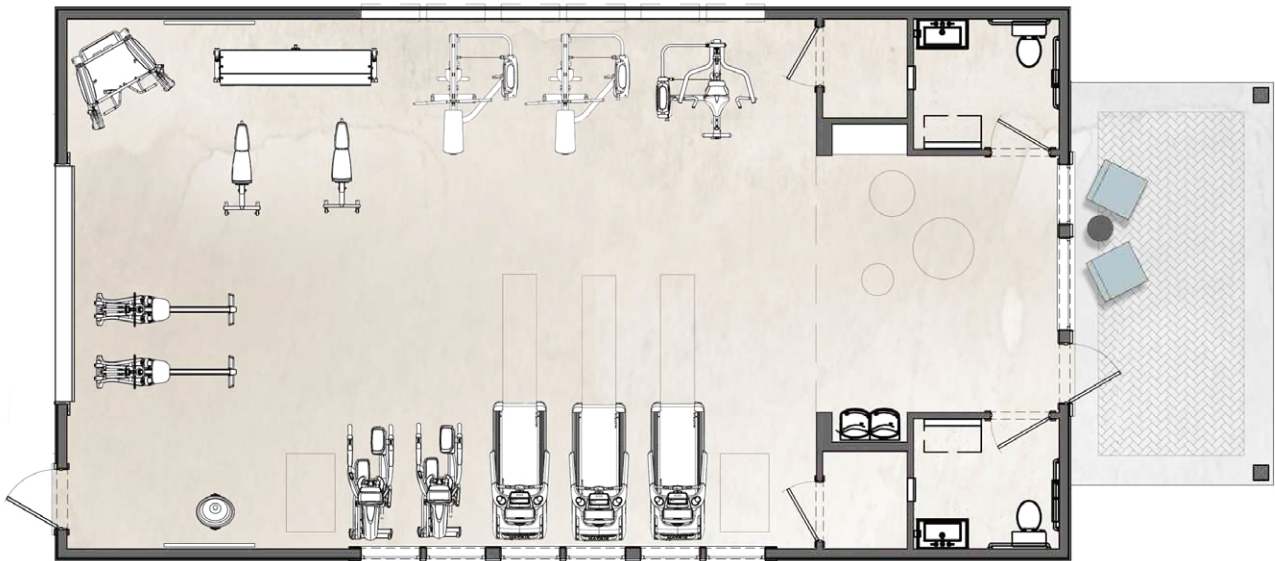
1456 SQ FT

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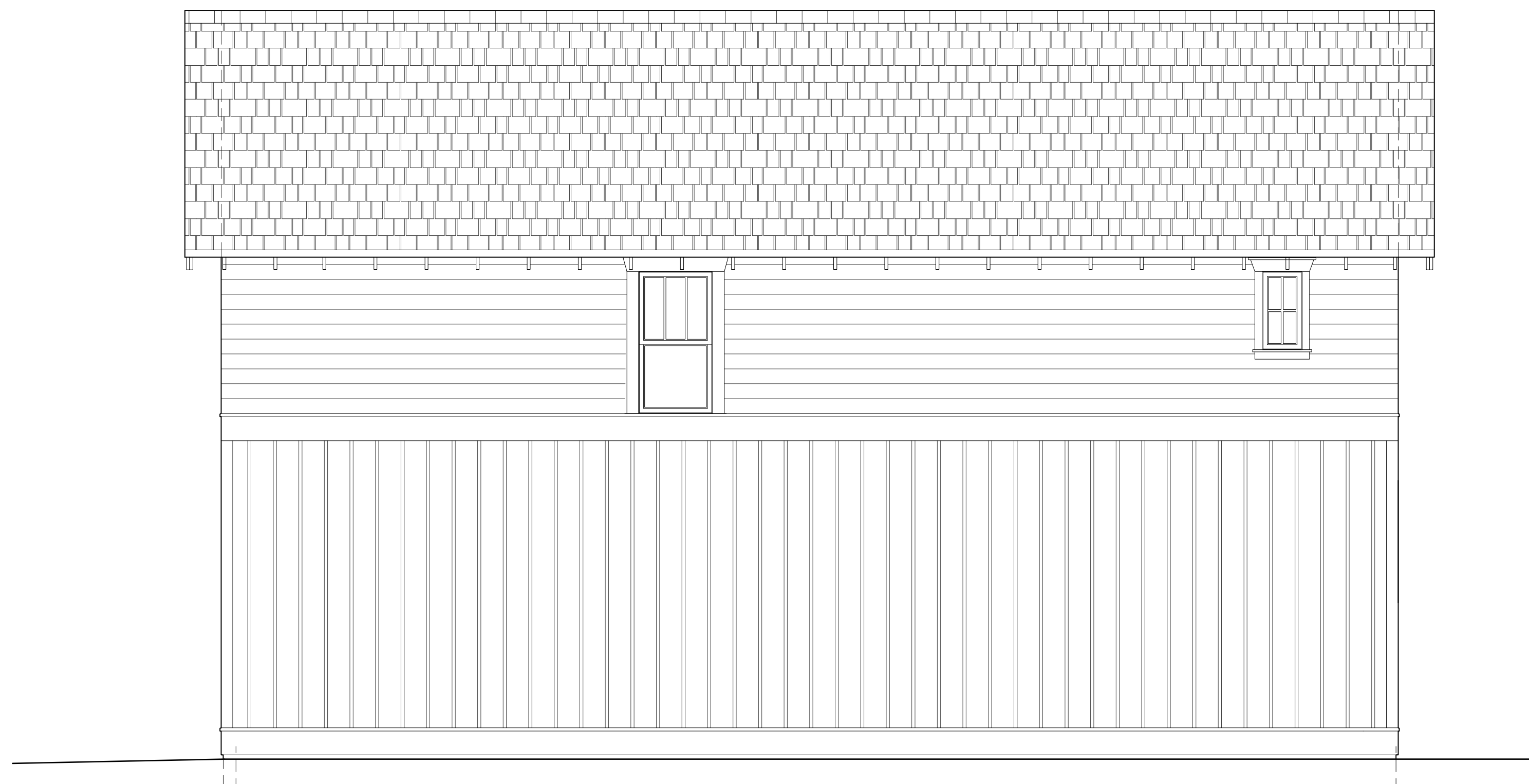
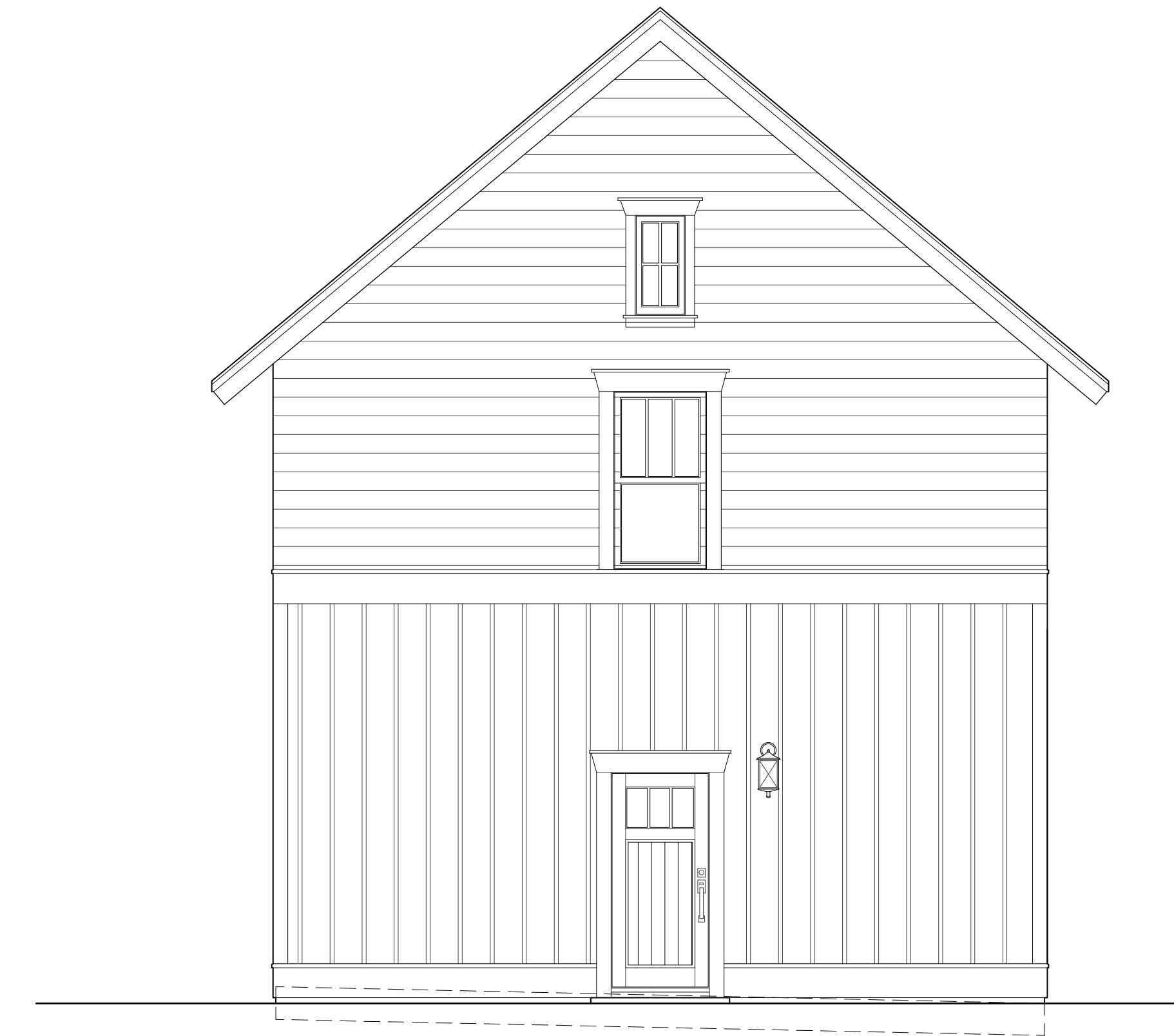
CLUBHOUSE FITNESS



Elevation

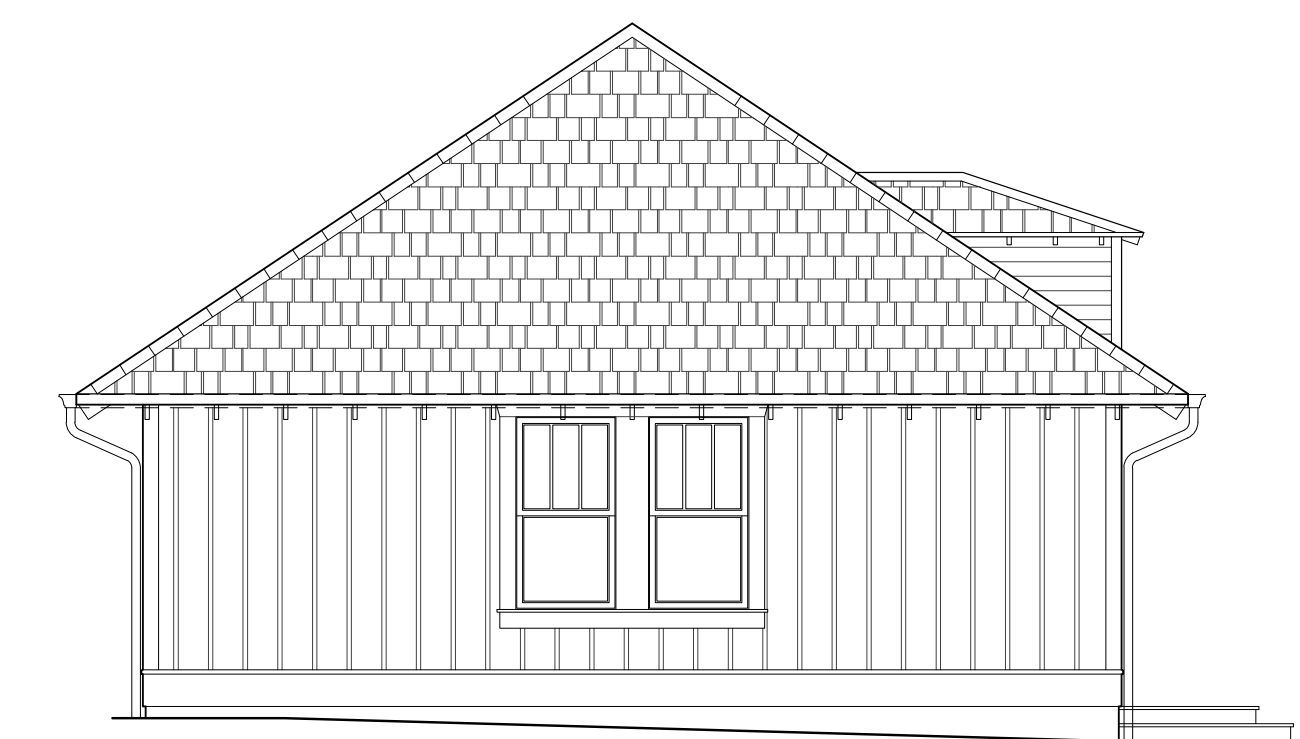
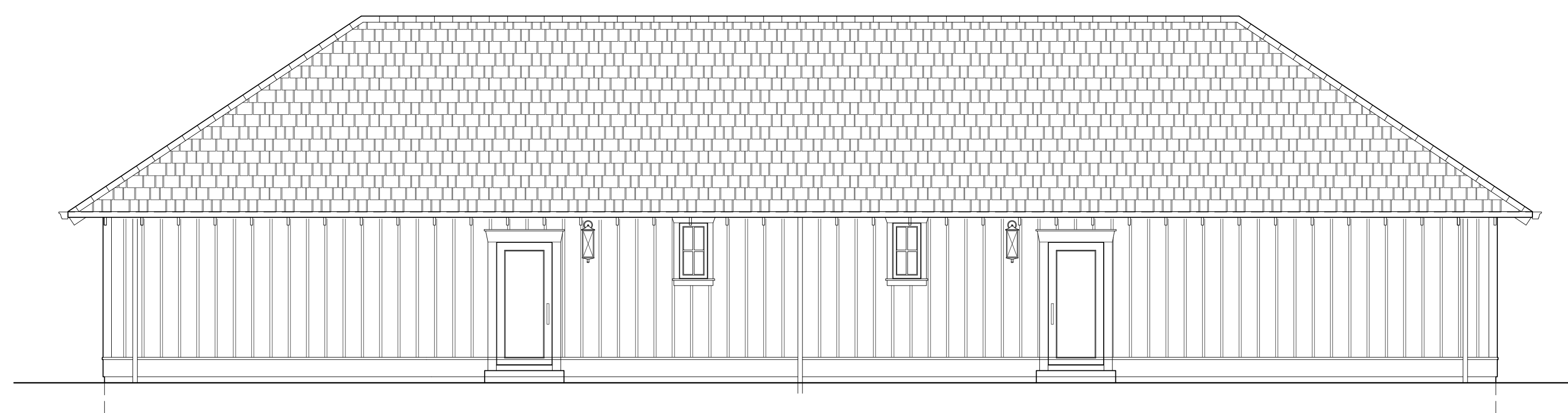
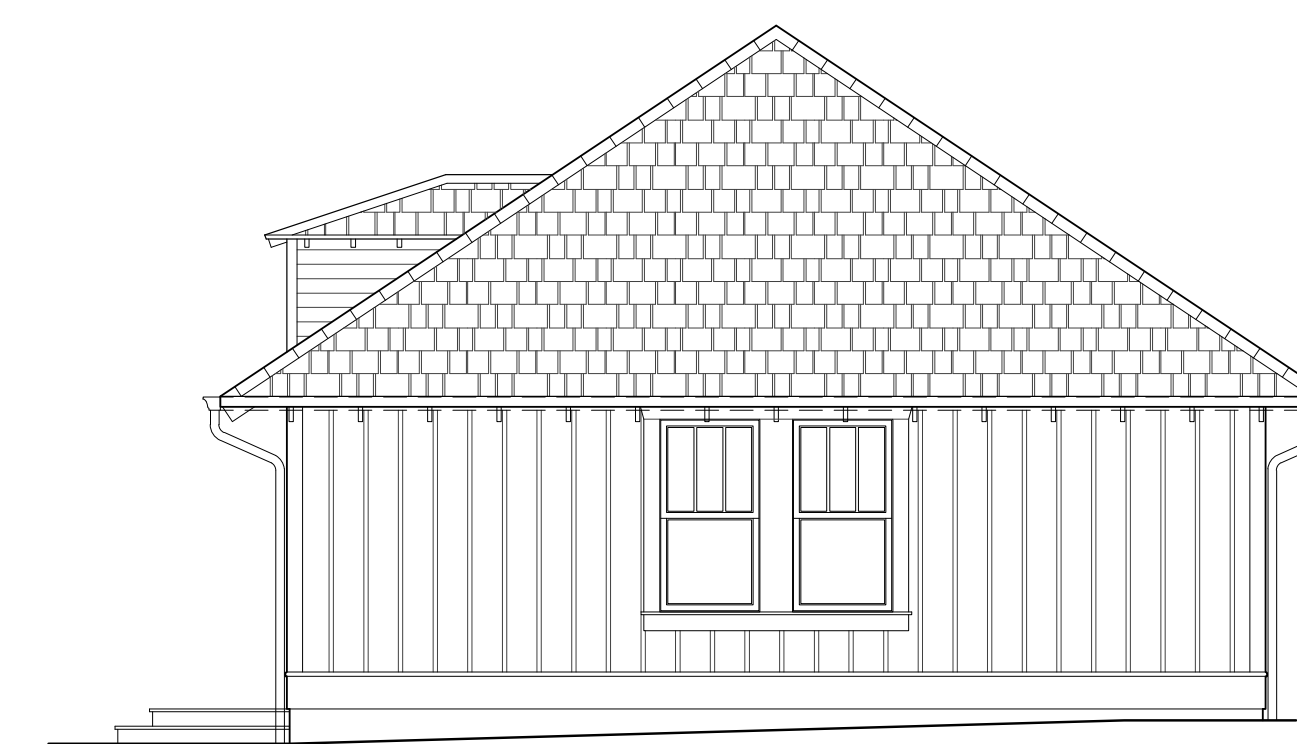
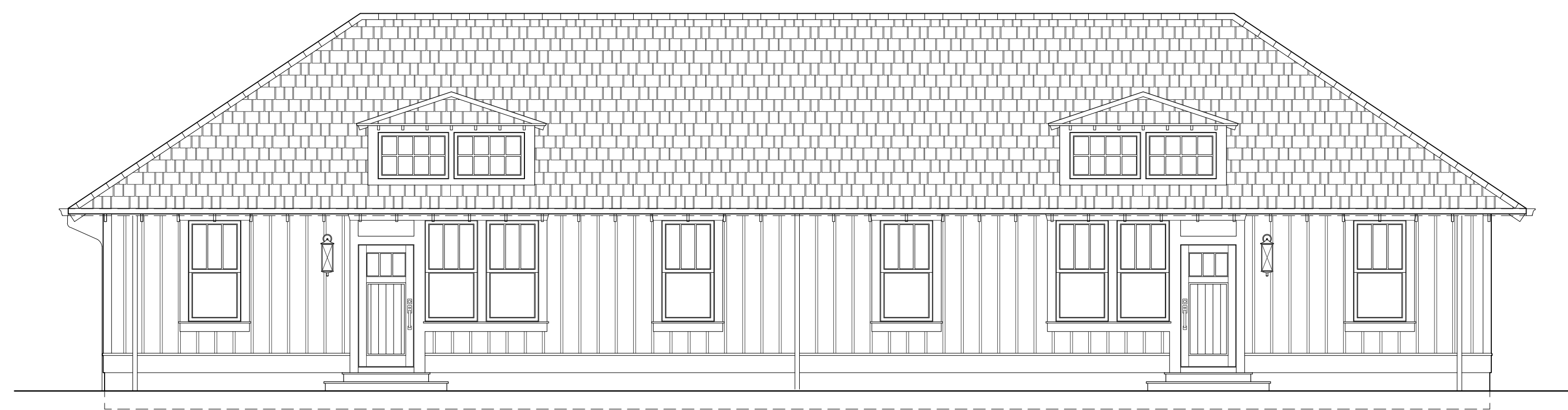


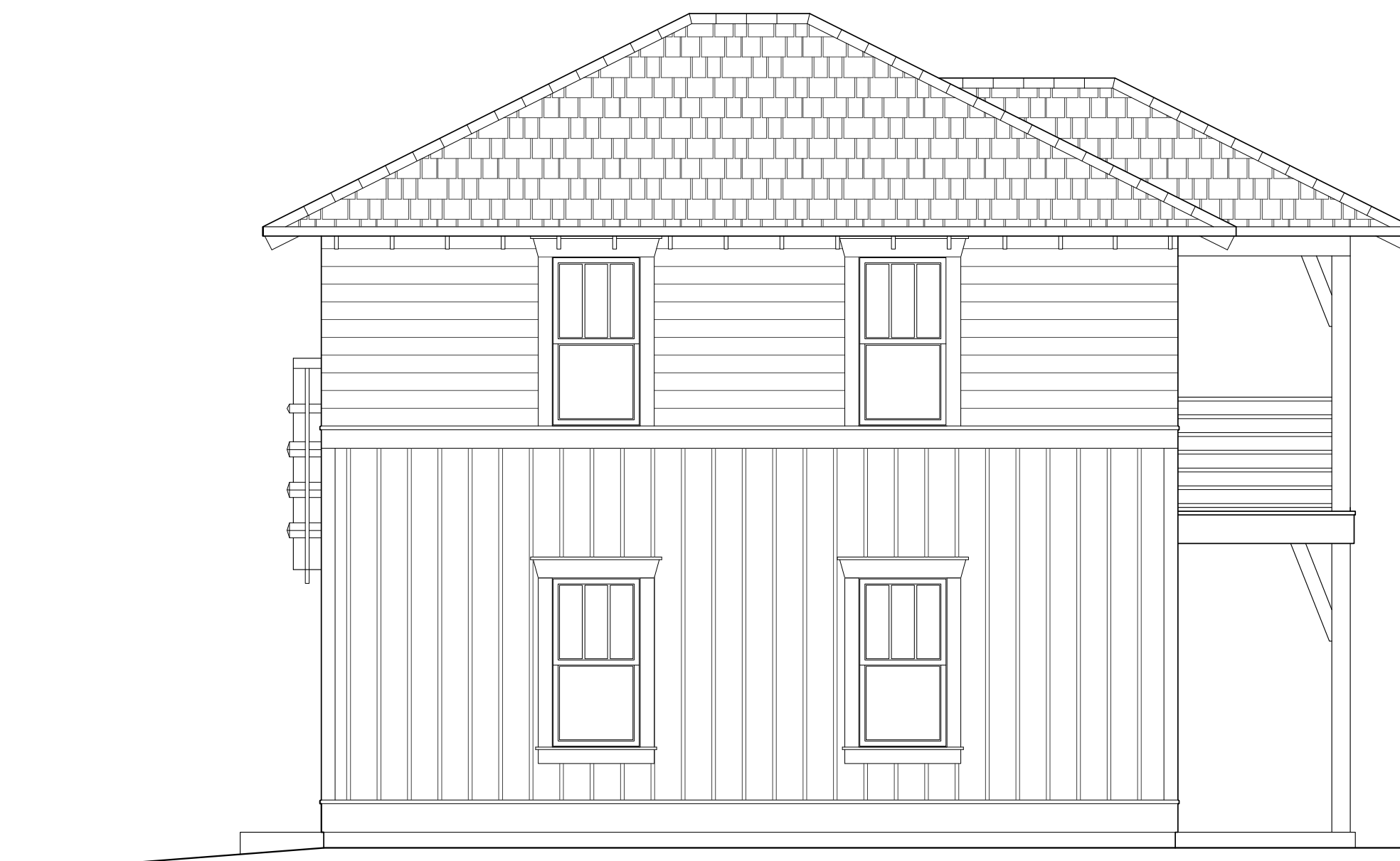
Floor Plan



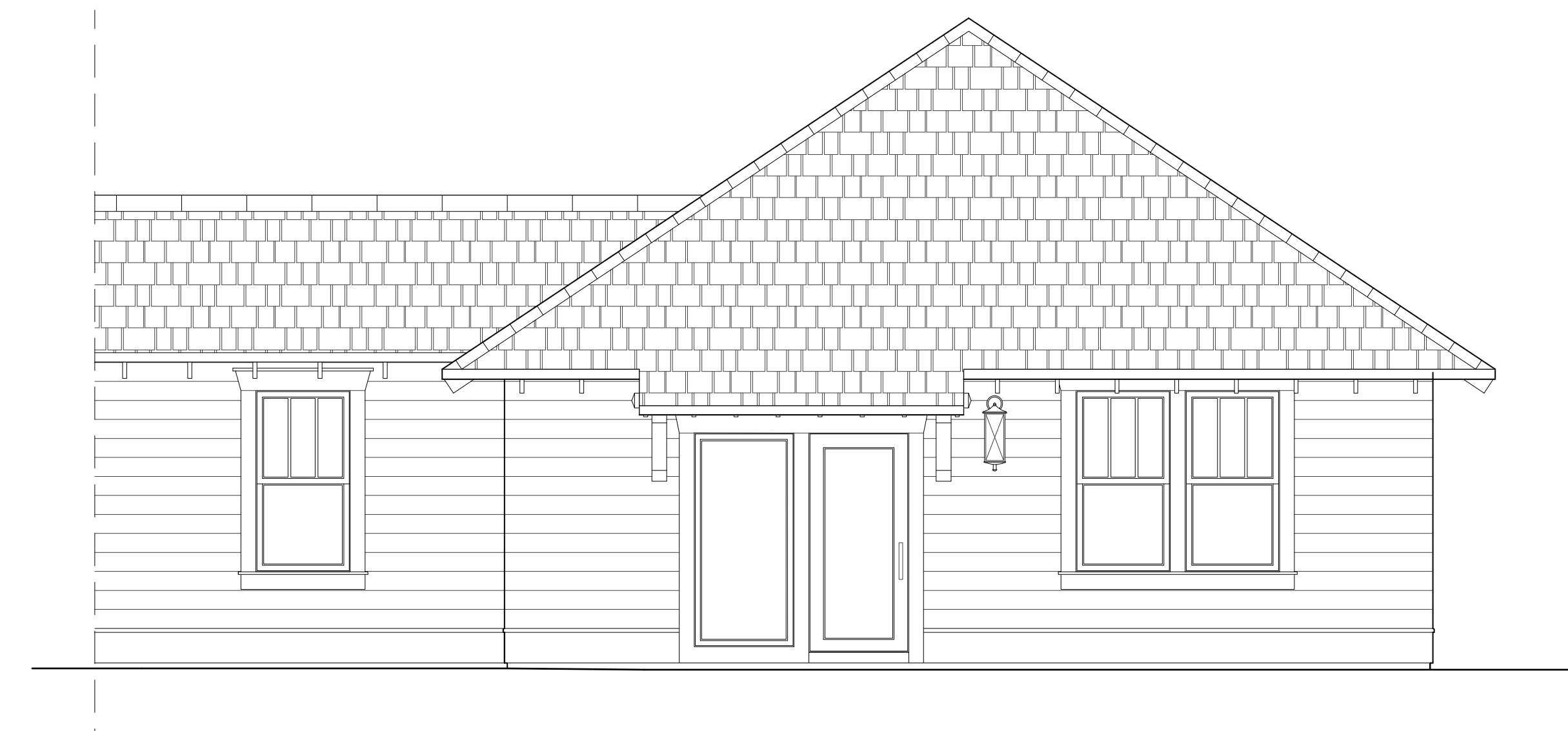
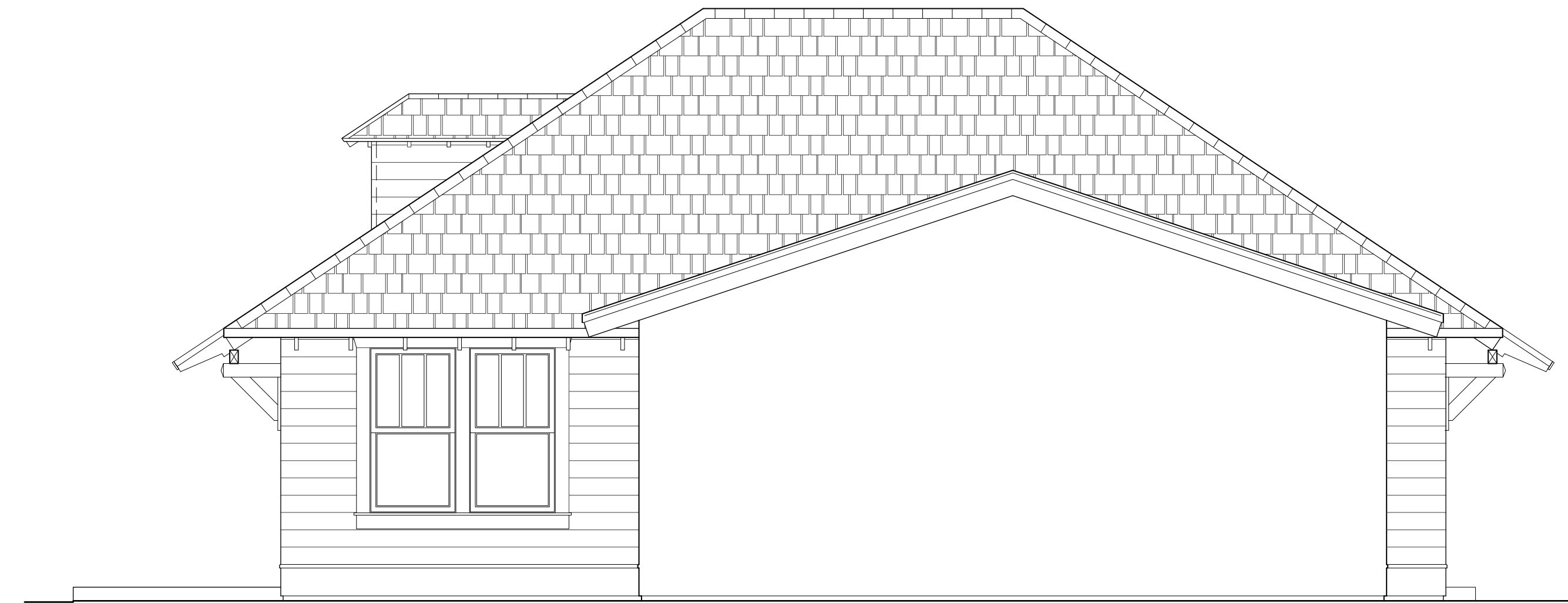


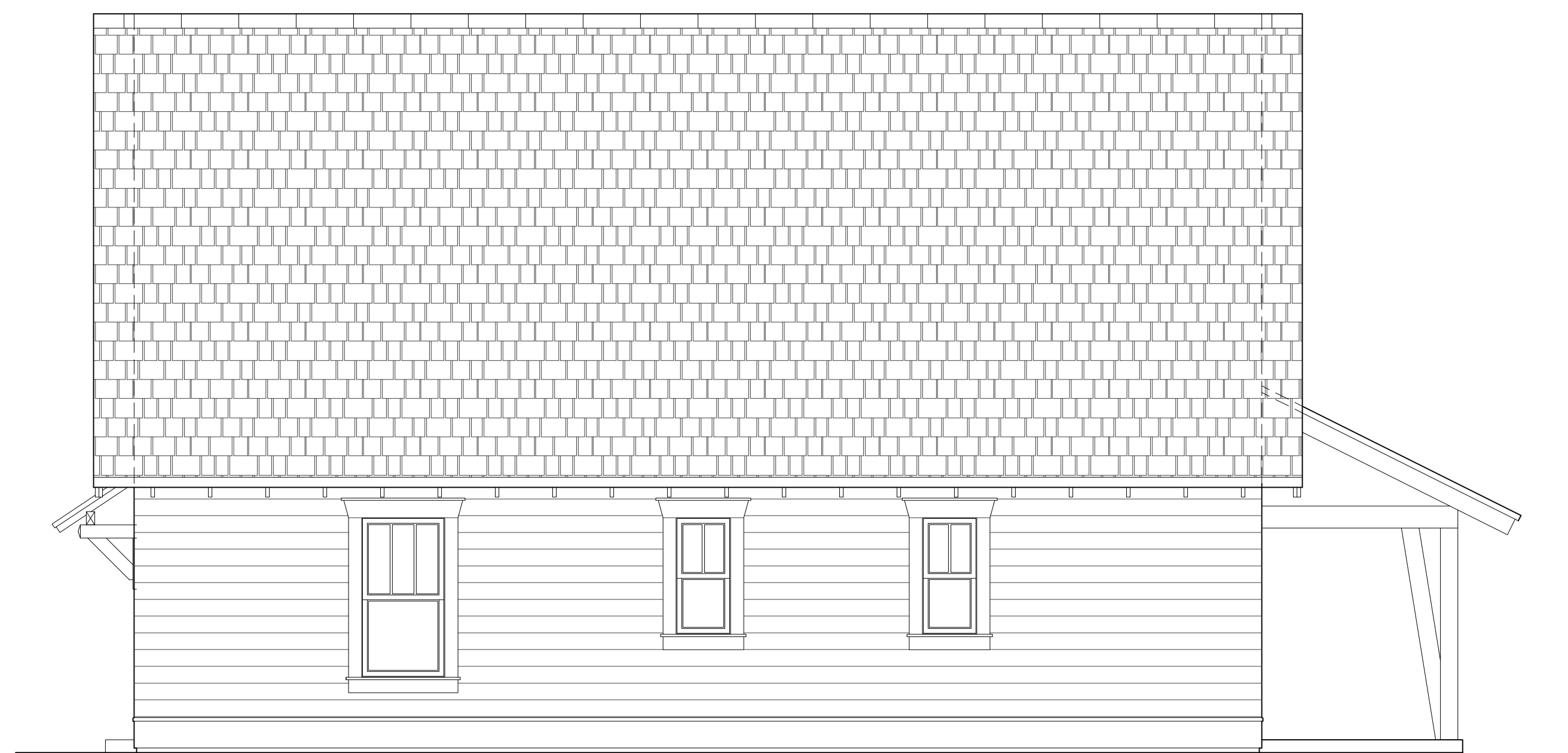
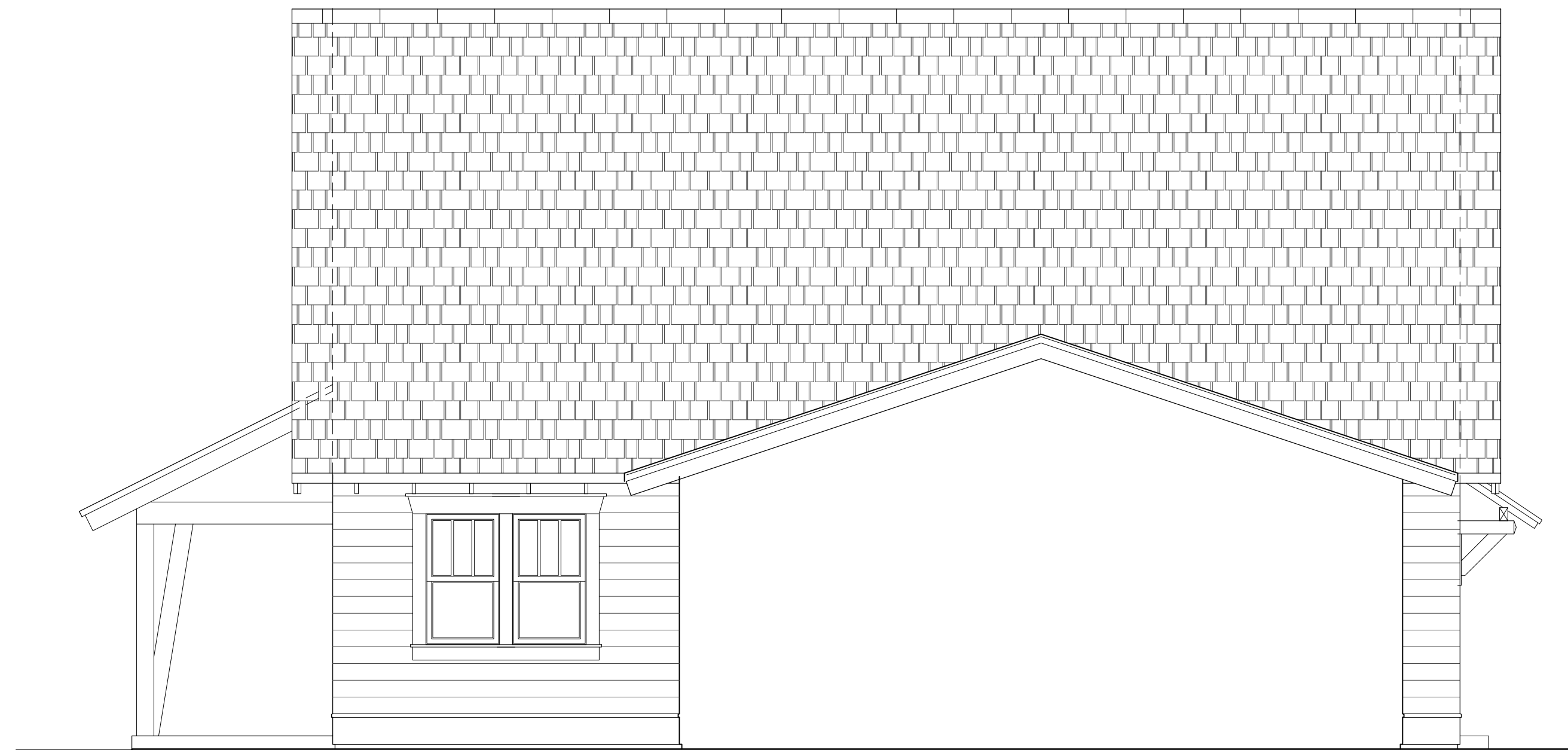




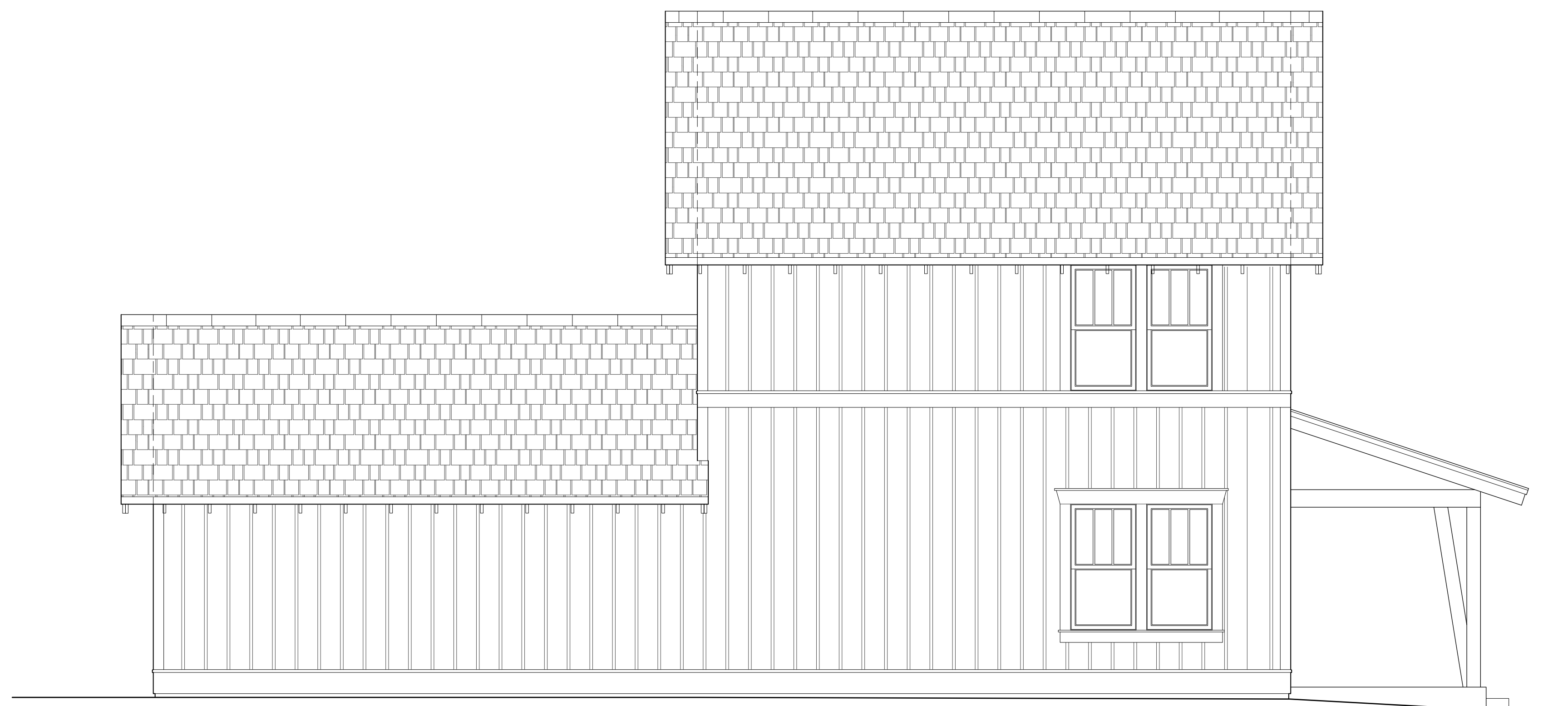
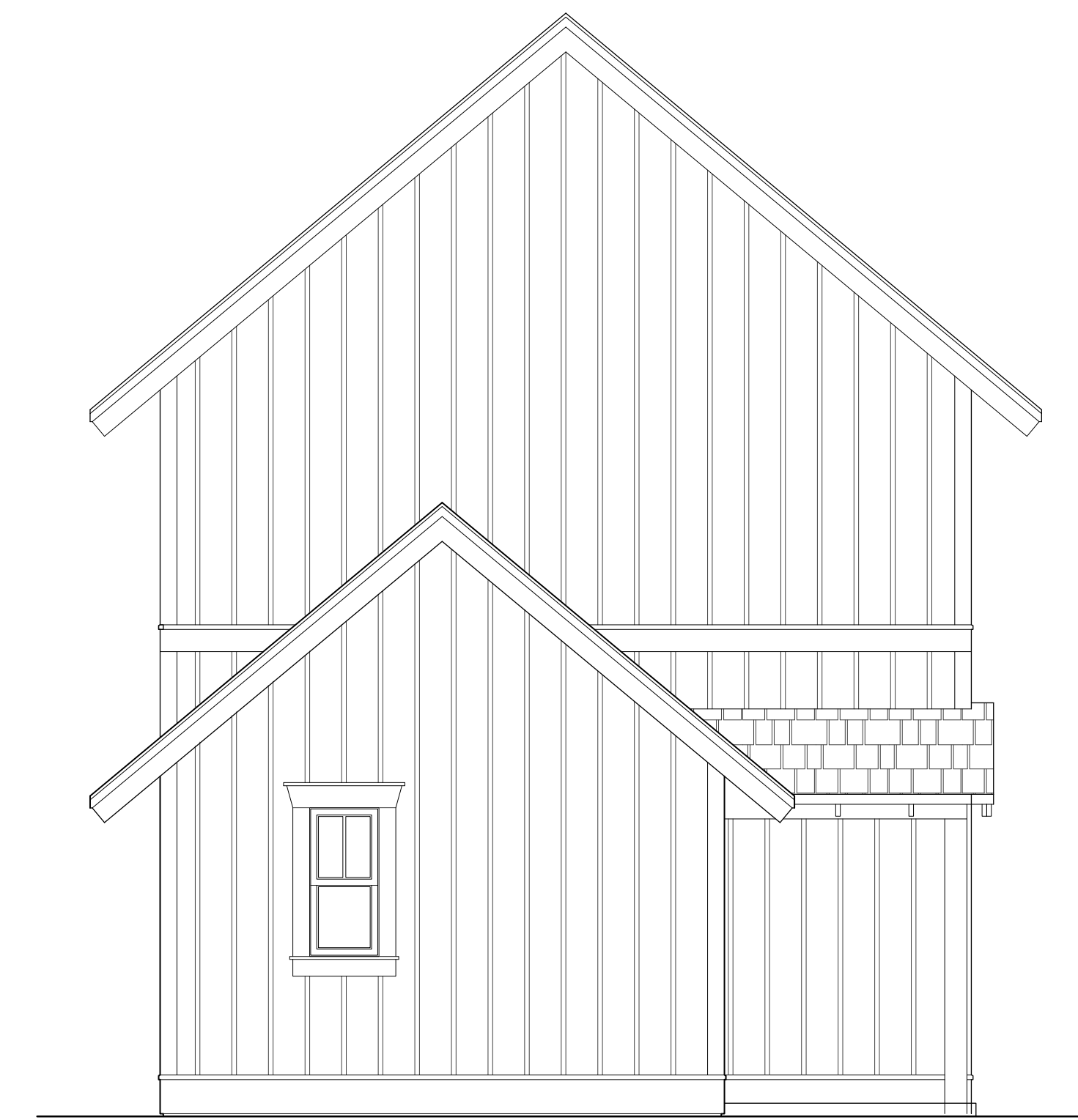


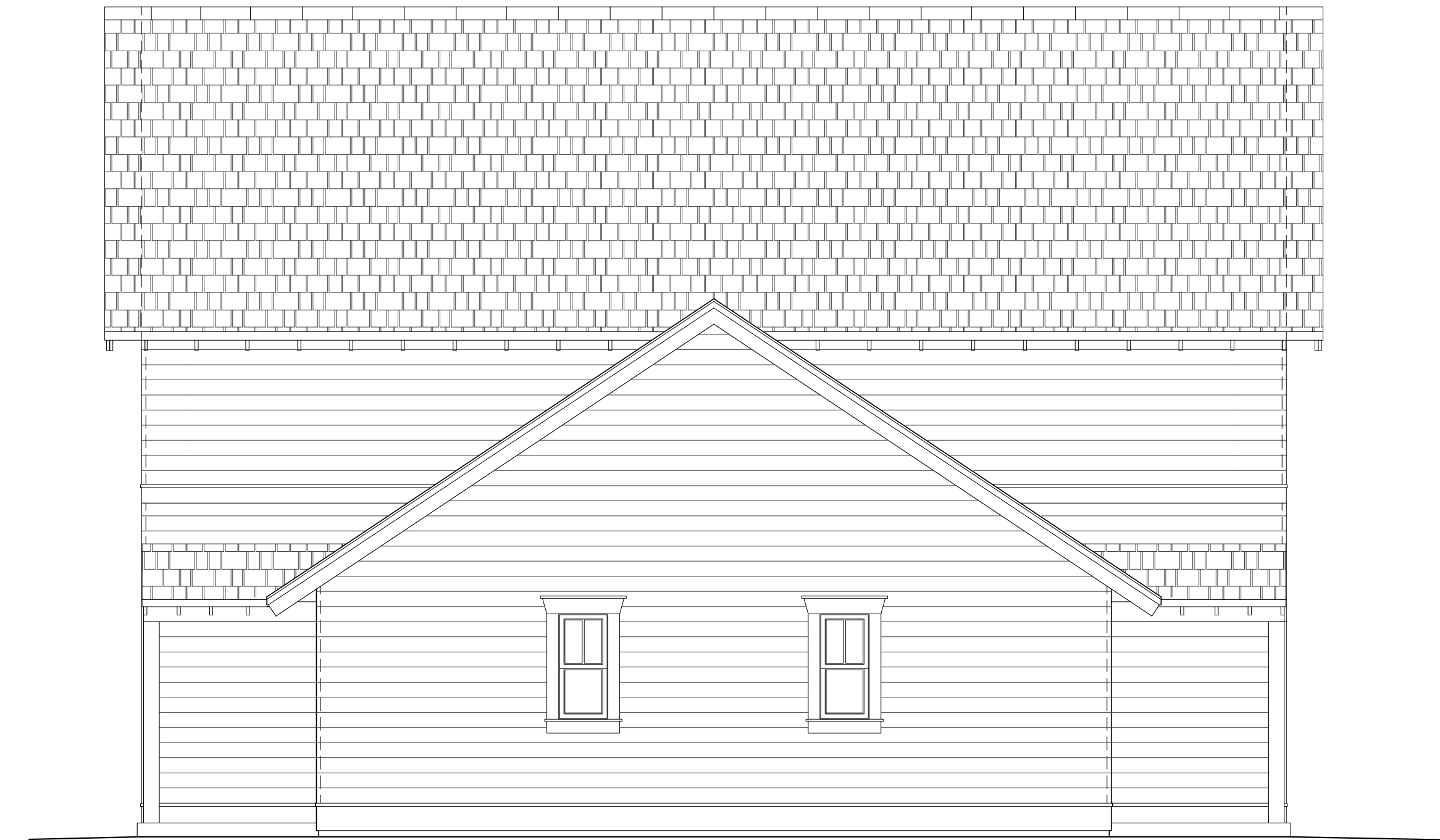




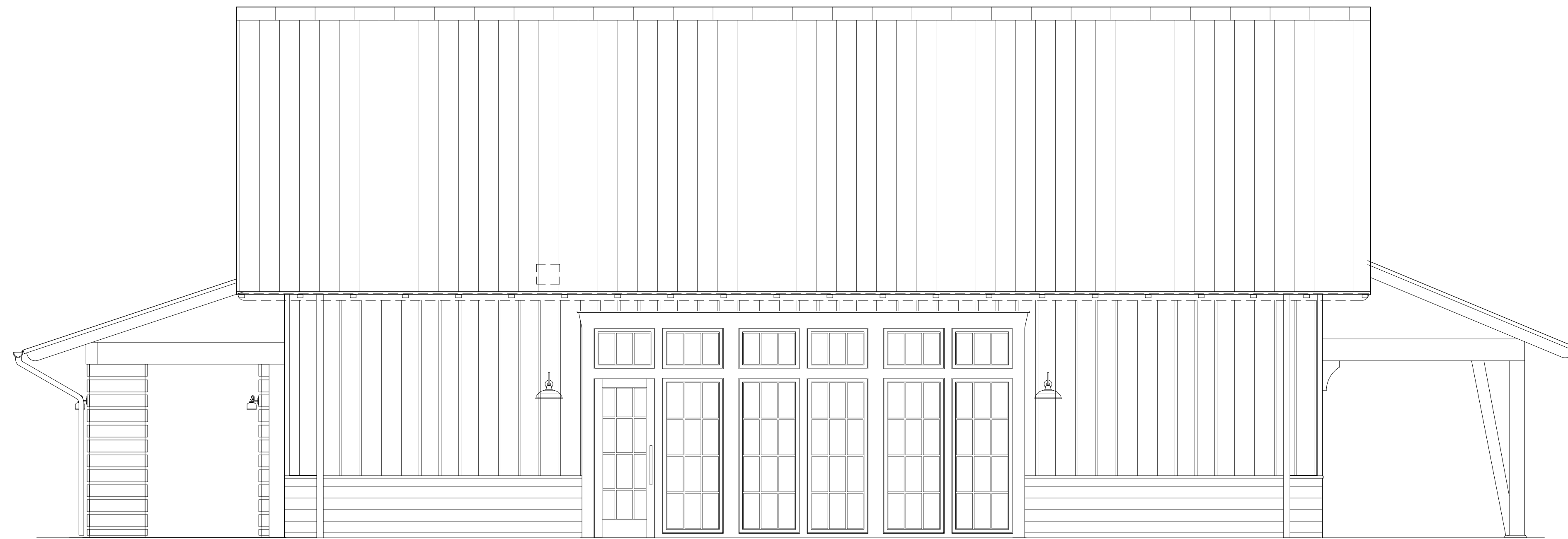
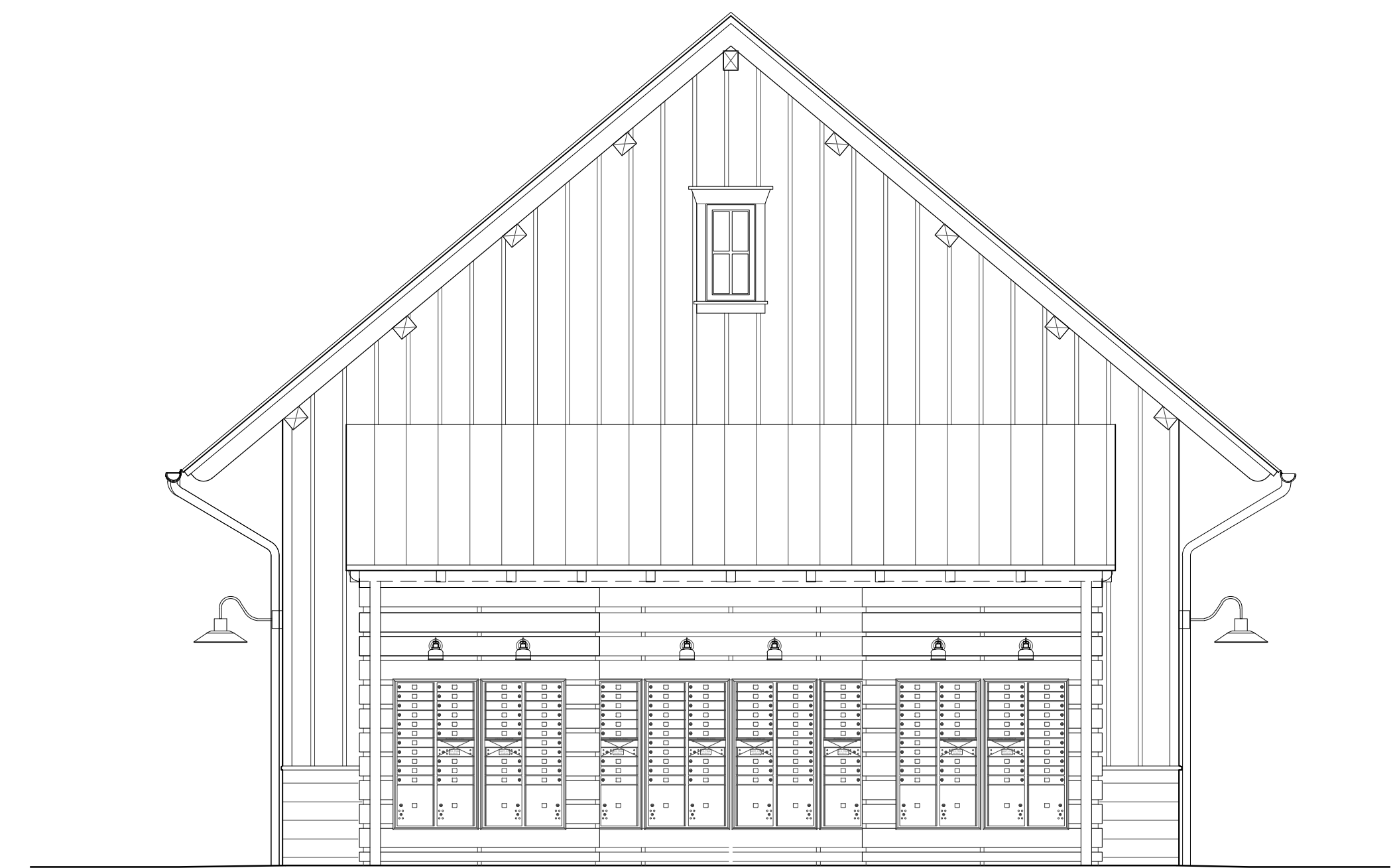
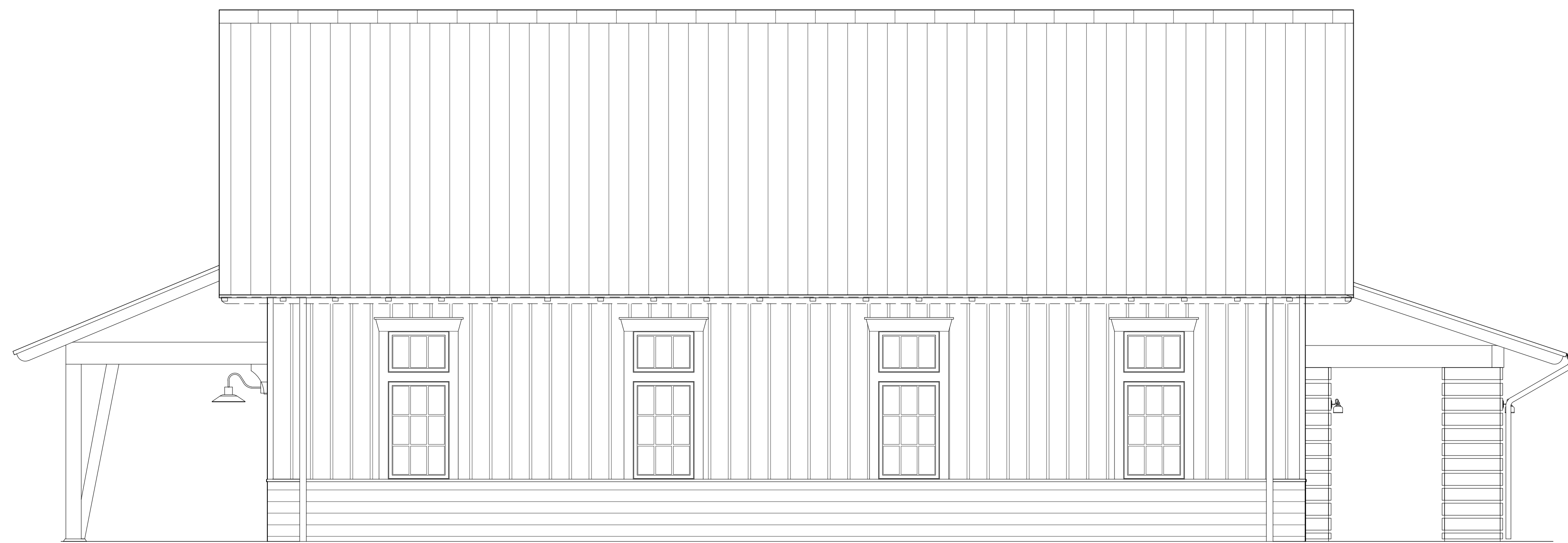


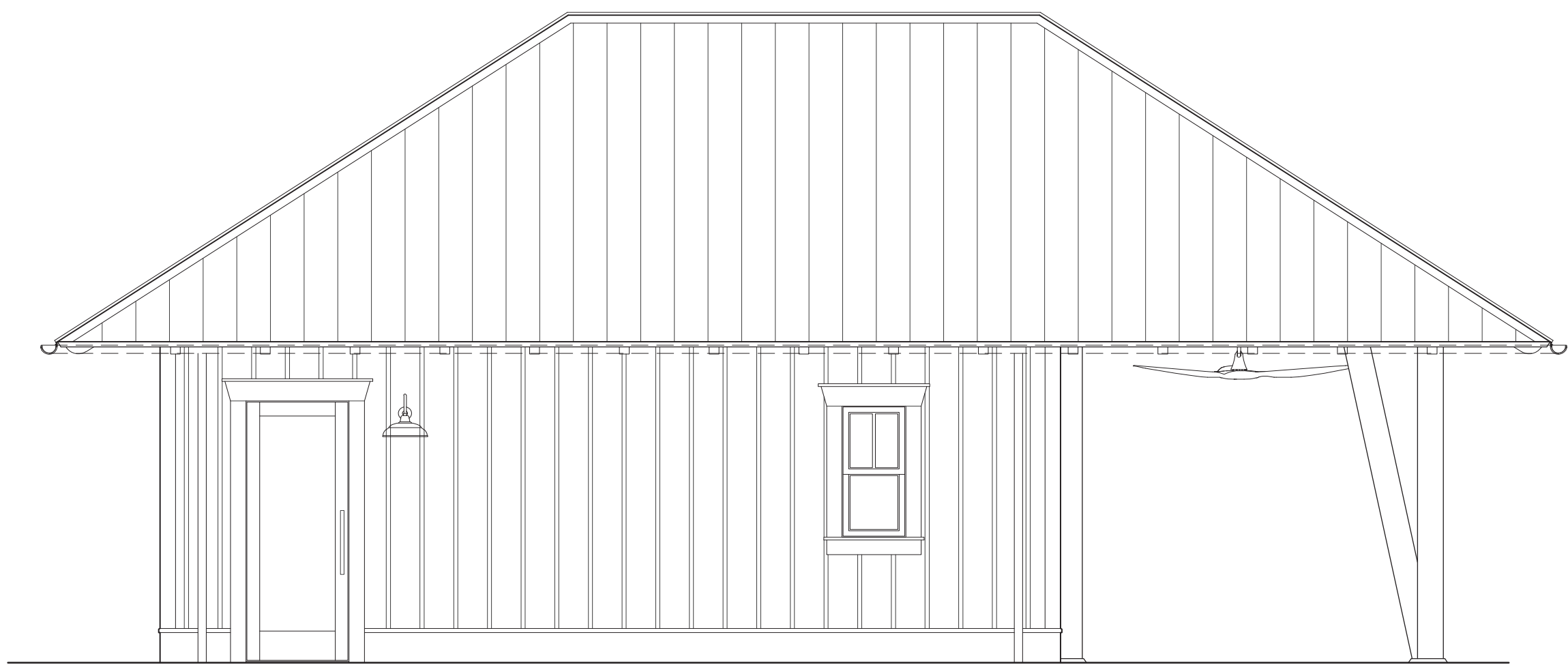
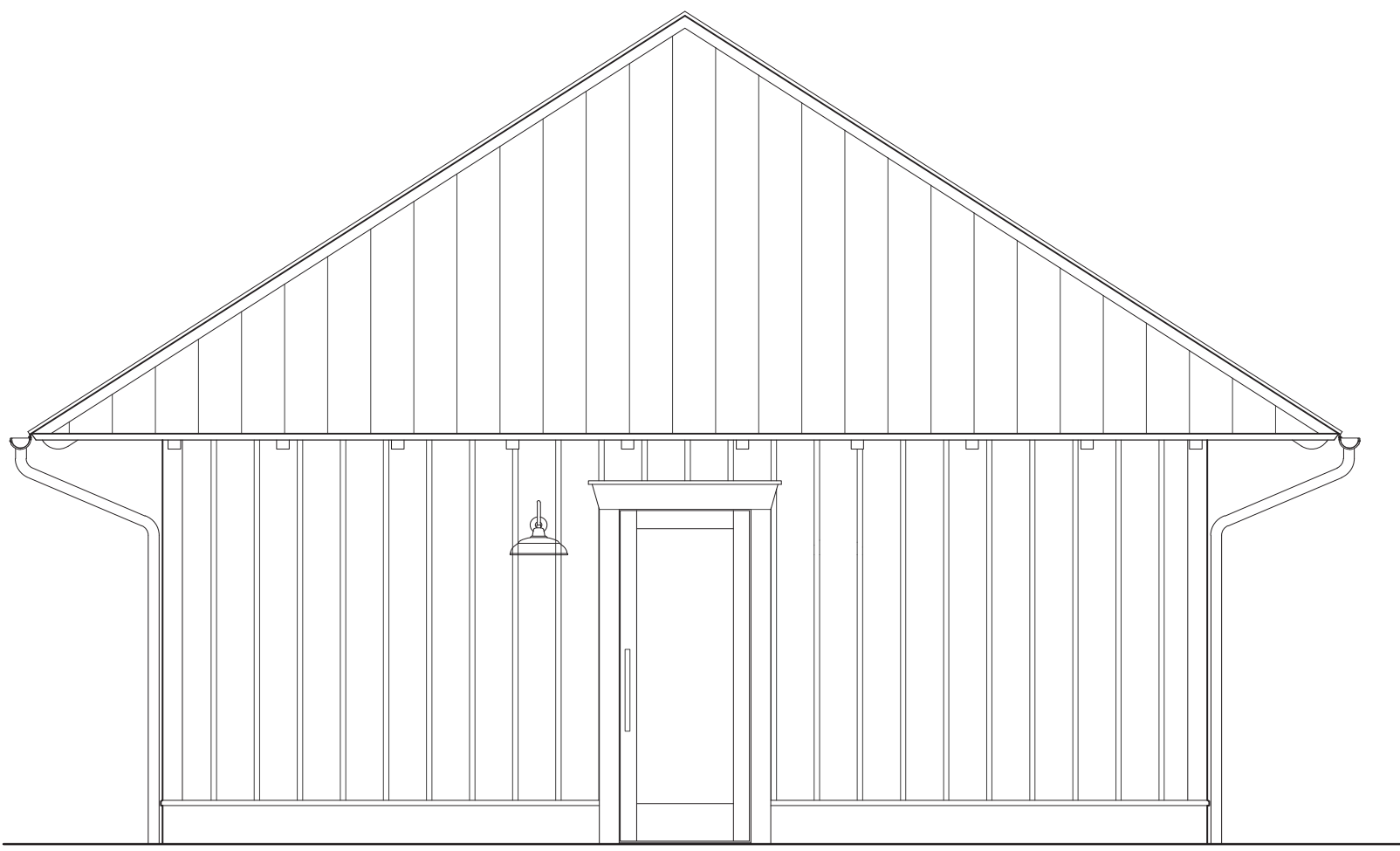
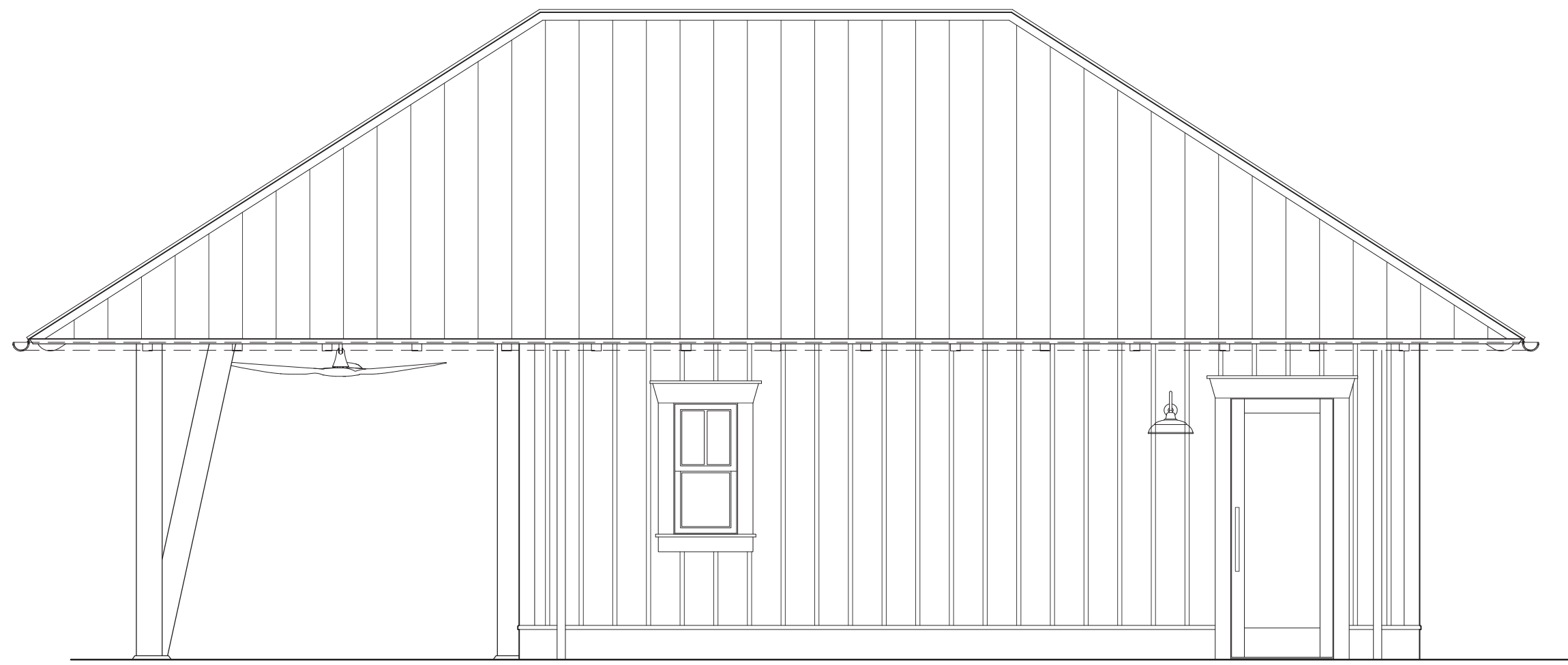


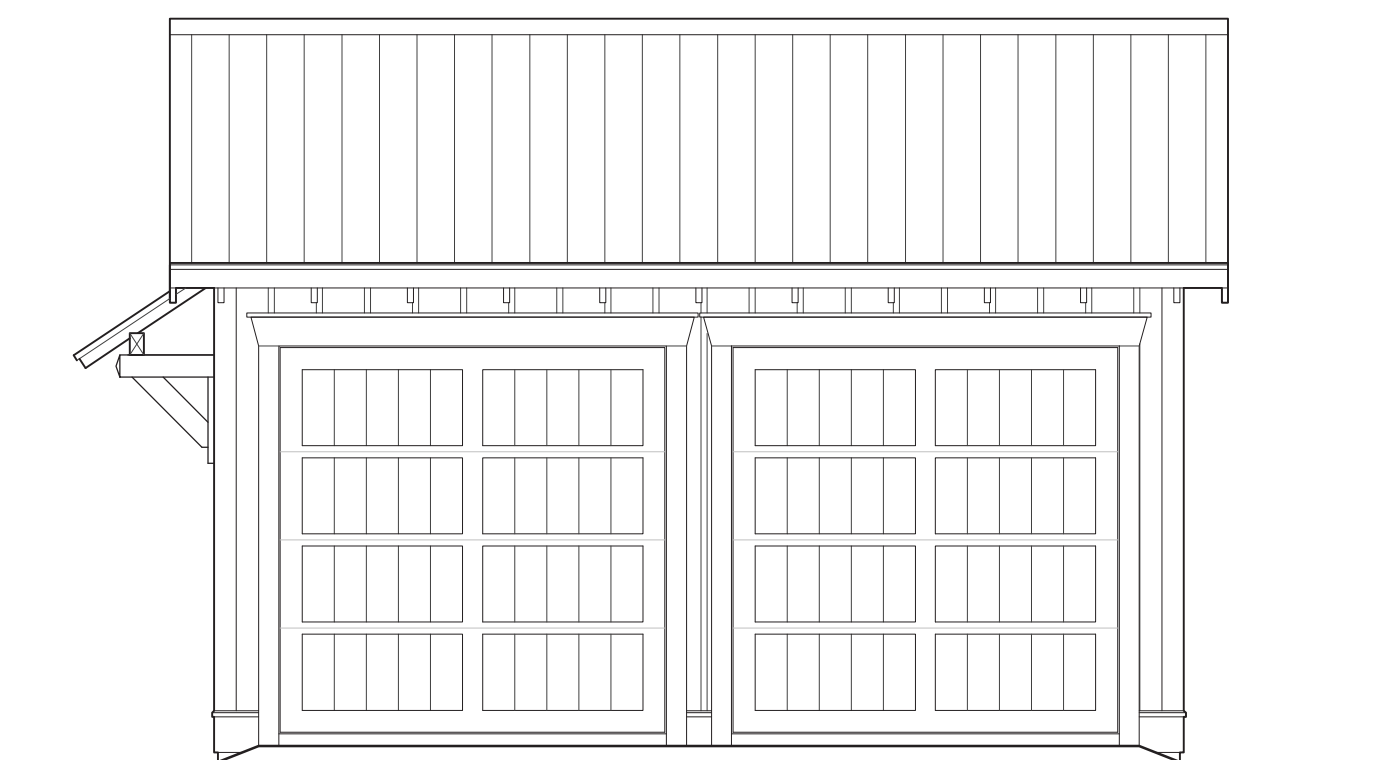
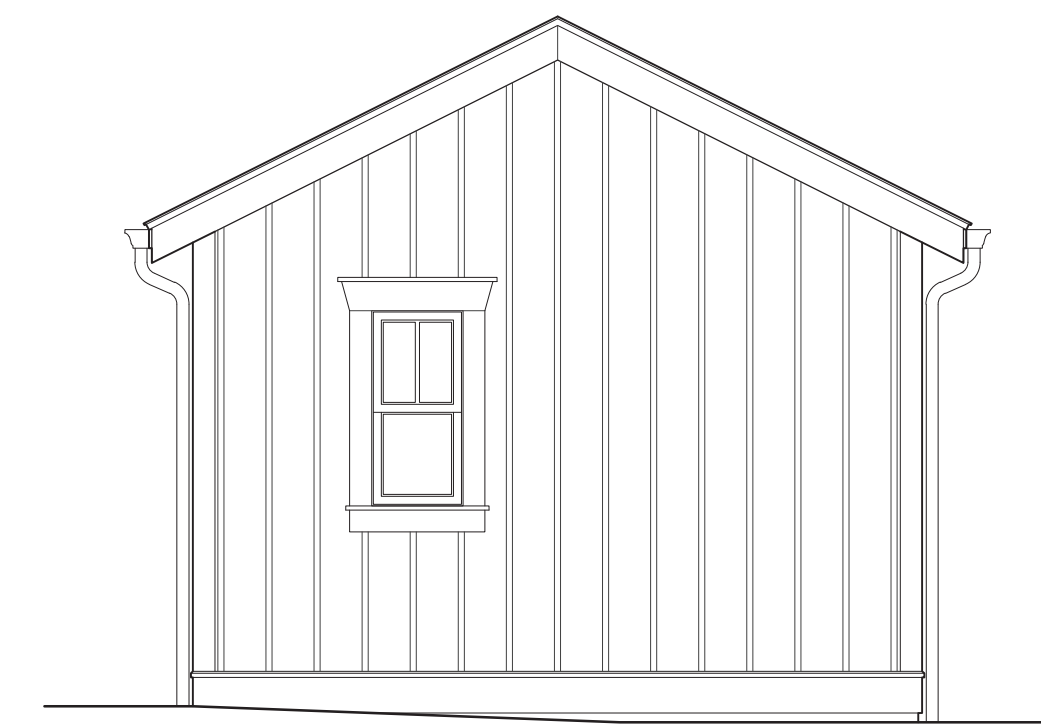
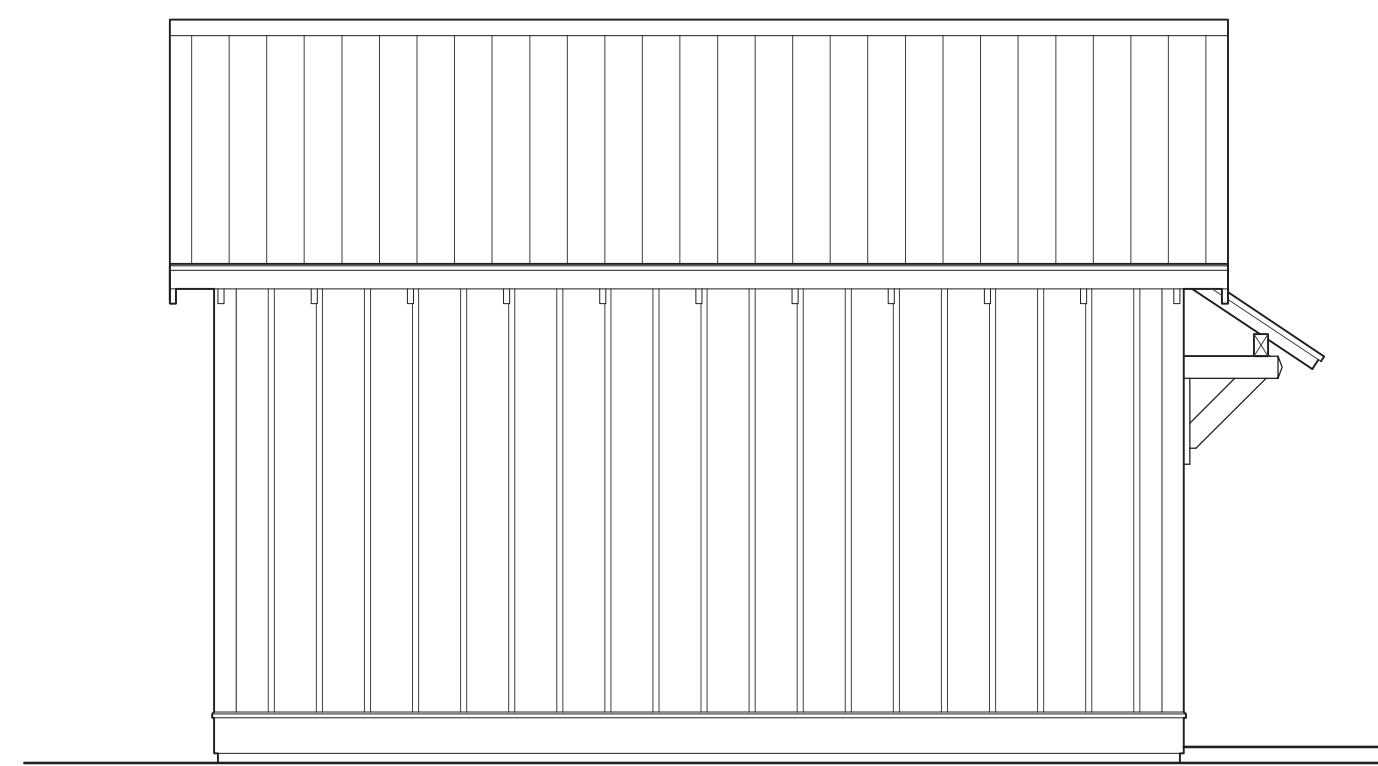


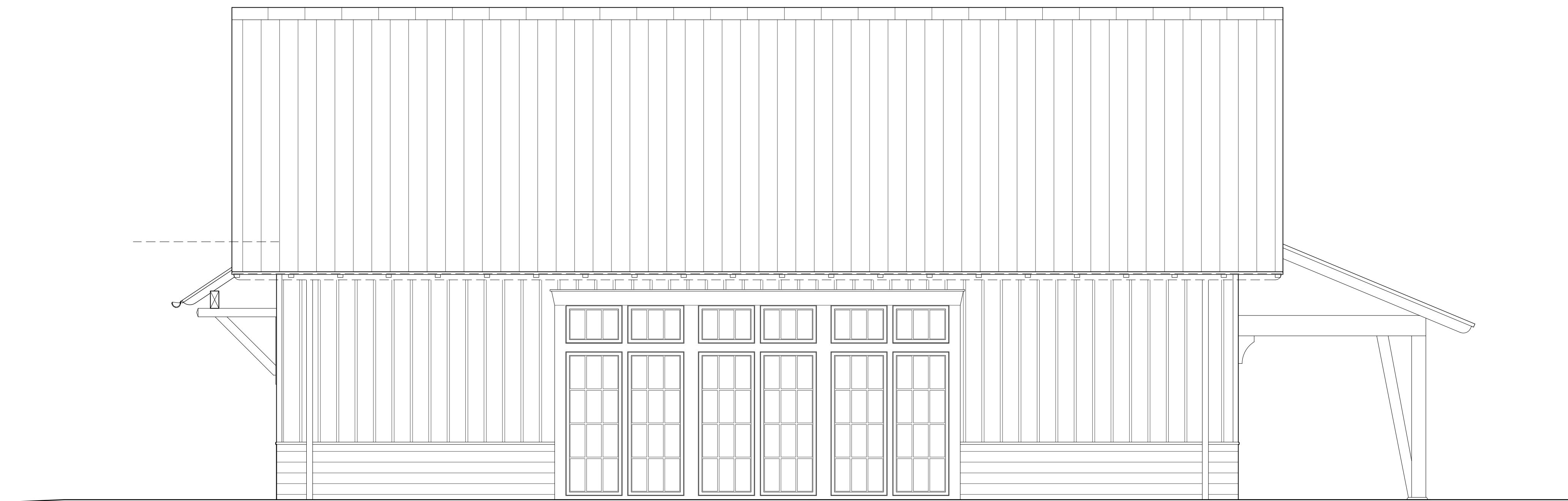
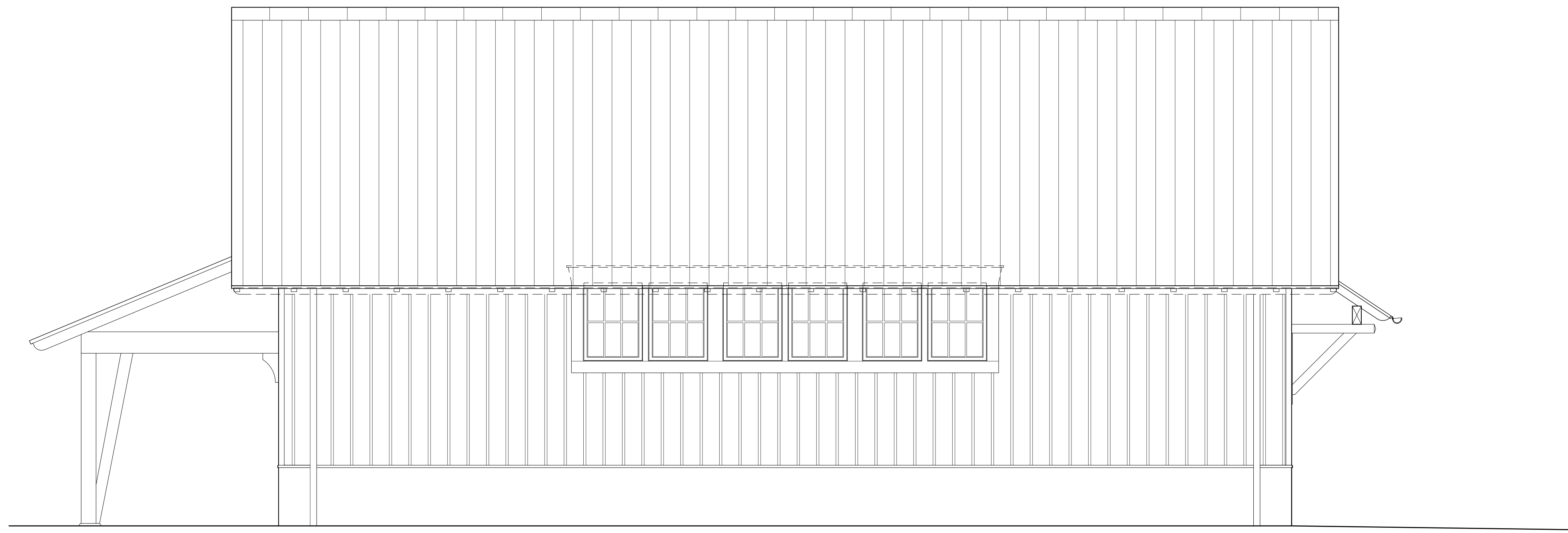










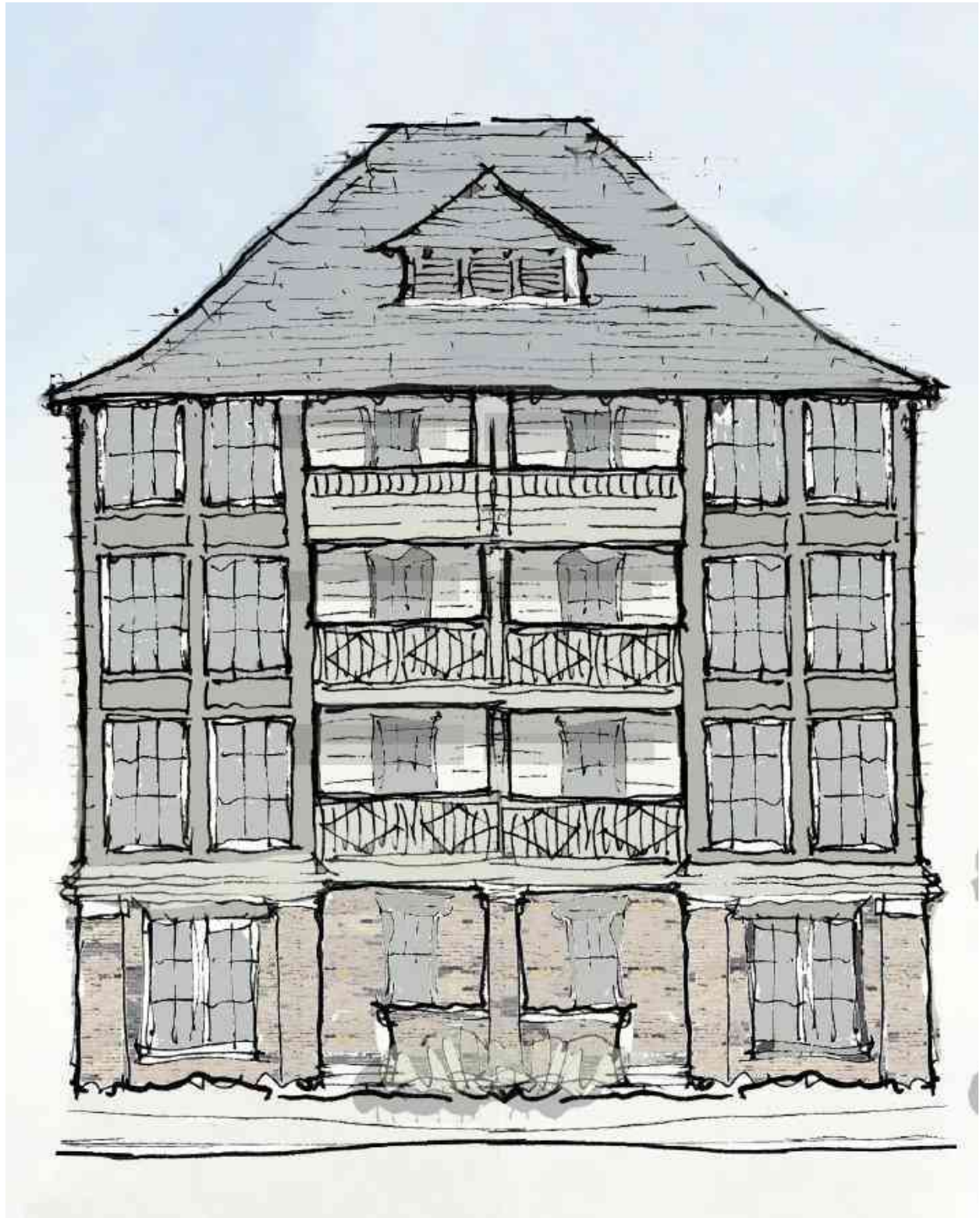






## LOFTS AT CARMEL CONCEPTUAL ELEVATION





**LOFTS AT CARMEL CONCEPTUAL ELEVATION**



**Advenir Oakley Capital, LLC**



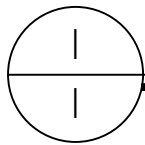
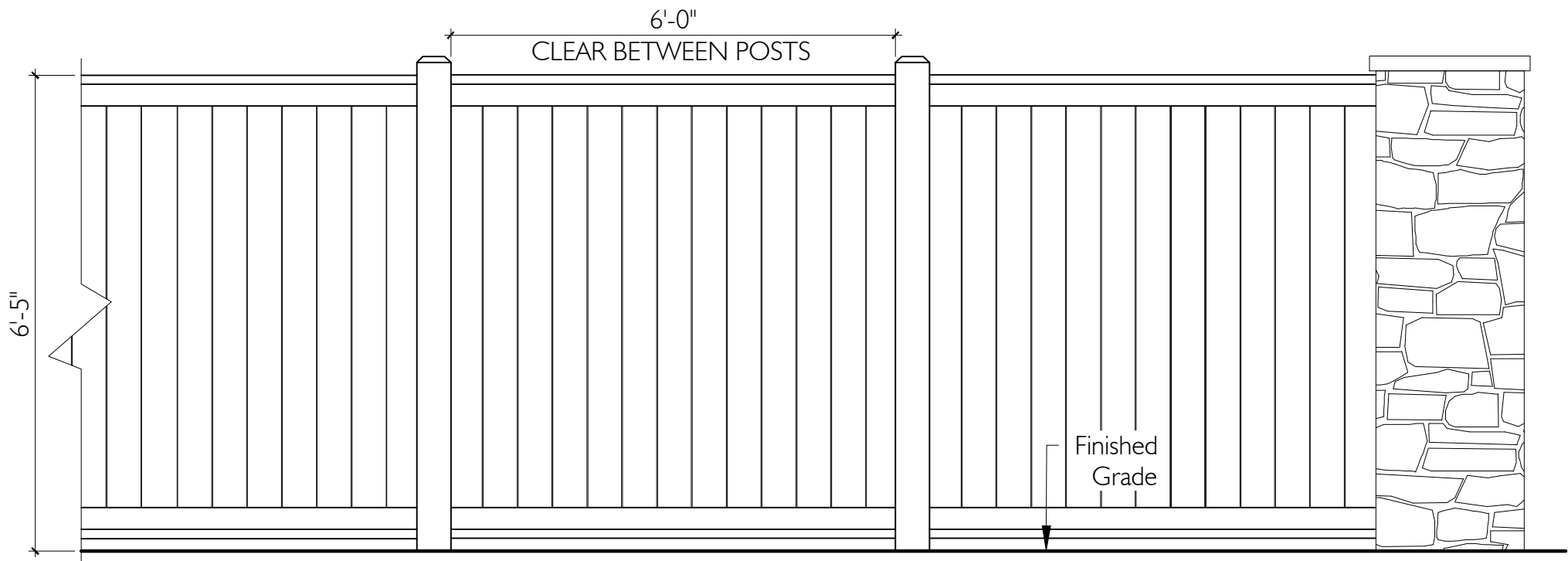
**NEQUETTE**  
ARCHITECTURE & DESIGN

**Exhibit E**

Fence Character Example

See Following Page





## CONCEPT ELEVATION of BOUNDARY FENCE

Scale: 1/2" = 1'

**Exhibit F**

Signage

See Following 23 Pages

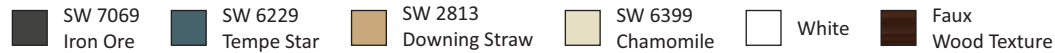




## At Flint Crossing

## Monument - Sign A

Scale:  $1/2'' = 1'$



### A) ILLUMINATED MONUMENT - DOUBLE SIDED

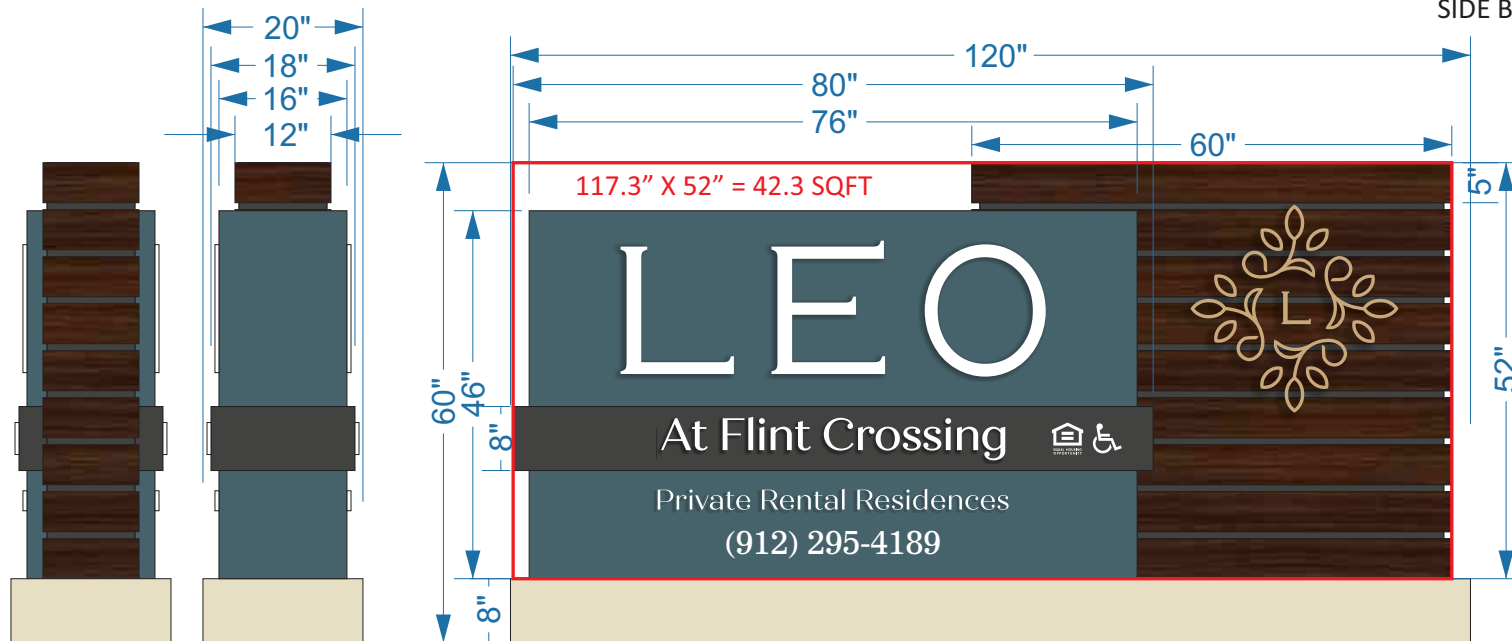
120" x 60" x 20" - Qty: 2

Aluminum structure w/ push-thru acrylic lettering;  
Day/night vinyl in between wood planks (front and back)  
(Mount w/ 2 post footers per engineering)

CLIENT TO CONFIRM PHONE #



SIDE B



SIDE A

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	1

**Client Approval - Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*These designs are the sole property of SignJive and may not be used for bidding purposes. Ownership of these designs will be transferred to the client upon purchase of these signs.*

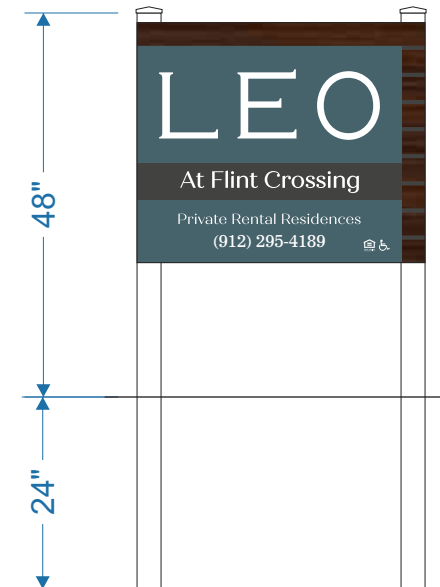
**Thank You For Choosing Sign Jive!**



SW 7069 Iron Ore
  SW 6229 Tempe Star
  White
  Faux Wood Texture

Cap 153 Midnight Blue
  Cap 134 Brown Bronze

Scale: 1" = 1'



## Ab) NON-ILLUMINATED SECONDARY ENTRANCE (WHITSON AVE)

36" x 30" - Single sided - Qty: 1  
 .080 aluminum w/ direct print, ACC  
 (Mount to 2-6' posts - 4 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	2

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

These designs are the sole property of SignJive and may not be used for bidding purposes.  
 Ownership of these designs will be transferred to the client upon purchase of these signs.

Thank You For Choosing Sign Jive!



SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'

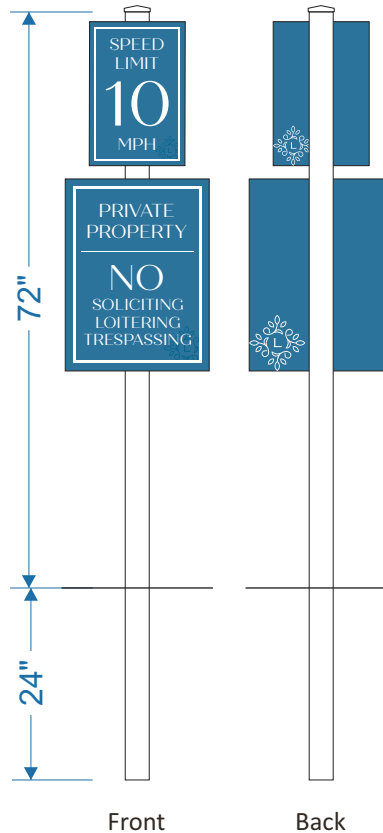


FRONT

BACK

### B) SPEED LIMIT 10 MPH

12" x 18" - Single sided - Qty: 9  
.080 aluminum w/ direct print, ACC  
and painted w/ logo backside  
(Mount to 8' post - 2 caps)

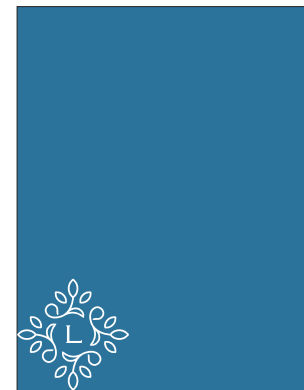


Front

Back



FRONT



BACK

### C) PRIVATE PROPERTY

18" x 24" - Single sided - Qty: 3  
.080 aluminum w/ direct print, ACC  
and painted w/ logo backside  
(Mount to same post as B - 2 caps)

PROPERTY NAME

DESCRIPTION

DESIGN DATE

INSTALL DT

DESIGN/AM

JOB NUMBER

PAGE

LEO AT FLINT CROSSING

SIGN PACKAGE

06-08-22

TBD

AA/CS

TBD

3

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

Thank You For Choosing Sign Jive!



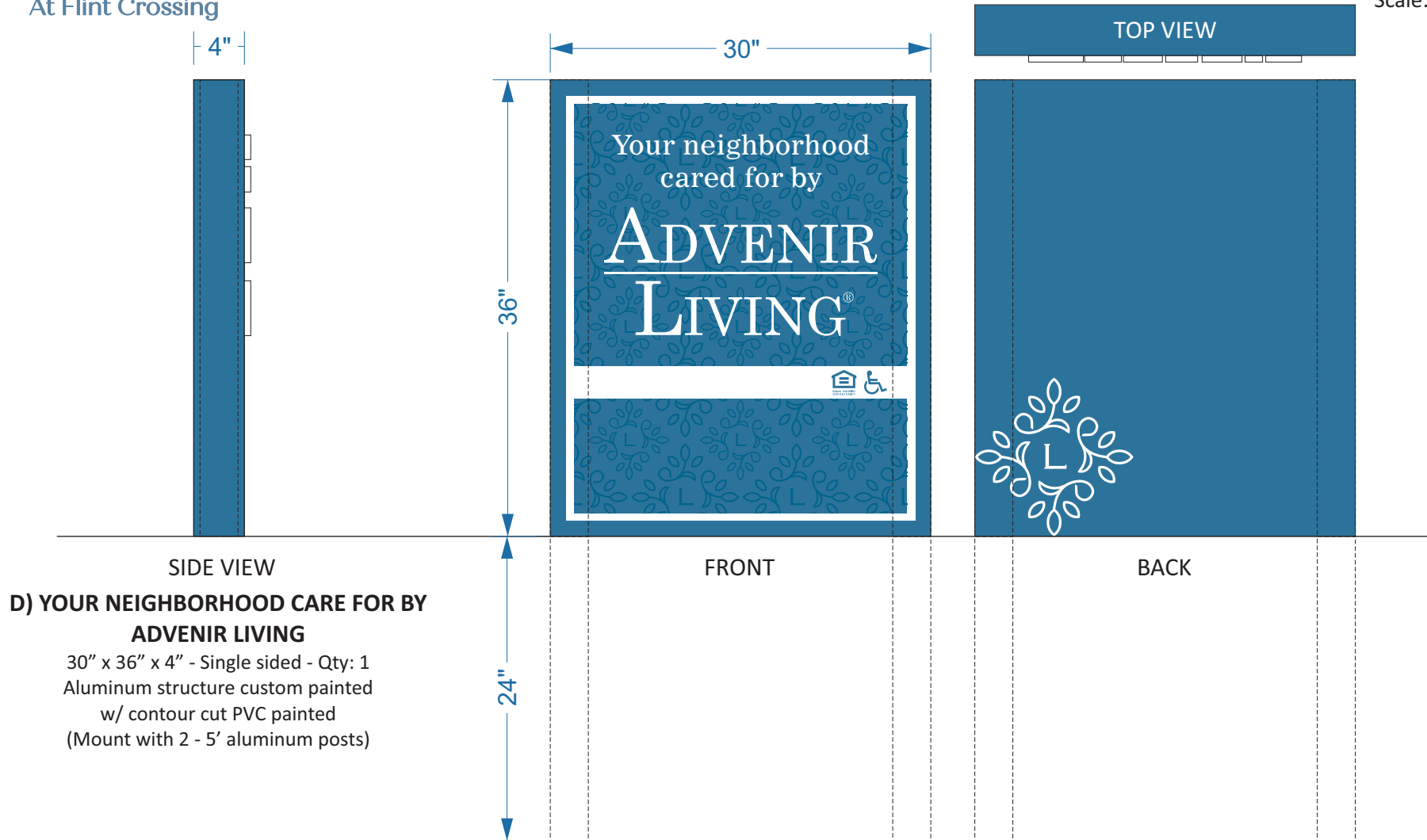


# LEO

At Flint Crossing

## Sign Package

Scale: 1" = 1'



### D) YOUR NEIGHBORHOOD CARE FOR BY ADVENIR LIVING

30" x 36" x 4" - Single sided - Qty: 1  
Aluminum structure custom painted  
w/ contour cut PVC painted  
(Mount with 2 - 5' aluminum posts)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	4

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

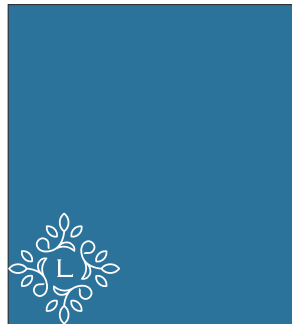
WHITE

Cap 150  
California Blue

Scale: 1" = 1'



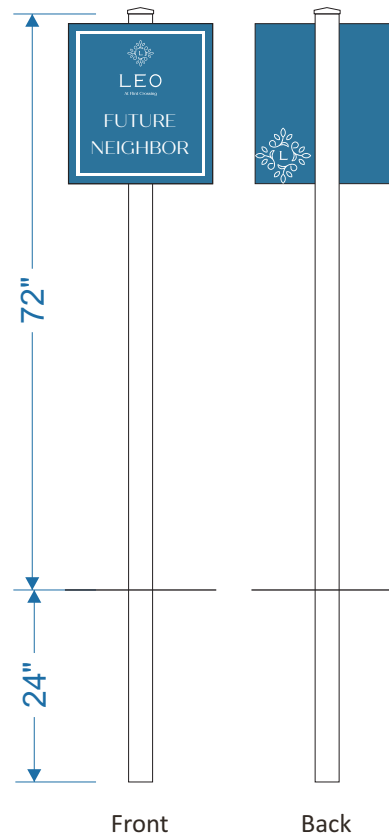
FRONT



BACK

## E) FUTURE NEIGHBOR PARKING

18" x 20" - Double sided - Qty: 4  
.75" PVC w/ direct print, ACC  
and painted sides and back  
(L-bracket mount to 8' post)



## F) VINYL LOGO GRAPHIC

15" x 15" - Single sided - Qty: 4  
2nd surface vinyl  
(Mount to entry glass doors)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	5

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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SW 6529 Scanda  
PMS 2150 C

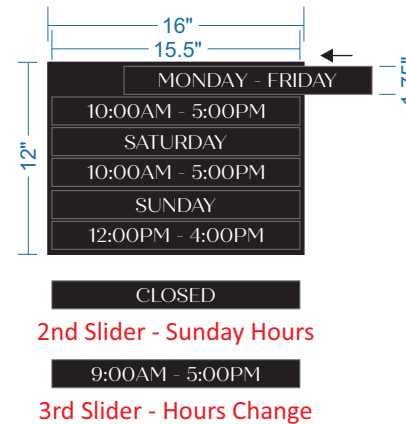
SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'

← Backer  
← Spacer  
← Front panel  
w/ individual  
plaques



## G) HOURS SIGN

20" x 26" - Single sided - Qty: 1

1st layer: Spacer & front panel - 1/8" acrylic,

Sliders - 1/8" acrylic w/ print (white),

2nd layer: 1/4" acrylic w/ direct print

and 1/4" PVC backer (SW 6529)

(Mount to wall - 4 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	6

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

Thank You For Choosing Sign Jive!



SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'



## H) LEASING OFFICE DIRECTIONAL

30" x 30" - Double sided - Qty: 2

1" PVC w/ direct print, ACC

(Mount to 2 - 3" x 6' posts - custom brackets)



SIDE A

SIDE B

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	7

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





At Flint Crossing



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



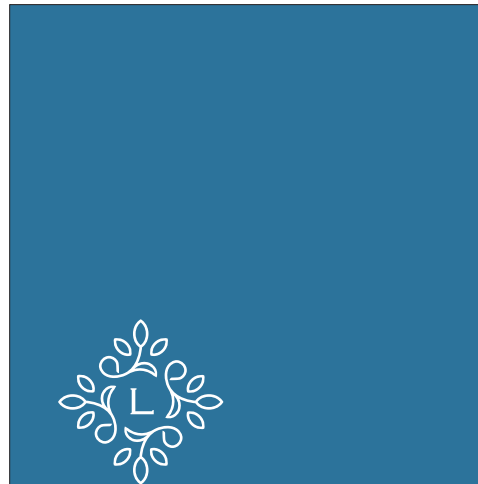
Cap 150  
California Blue

# Sign Package

Scale: 1" = 1'



FRONT



BACK

## Hb) LEASING OFFICE DIRECTIONAL

30" x 30" - Single sided - Qty: 1

1" PVC w/ direct print, ACC

(Mount to 2 - 3" x 6' posts - 4 caps)



FRONT

BACK

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	8

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!





# LEO

At Flint Crossing



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



Cap 150  
California Blue

## Sign Package

Scale: 1" = 1'



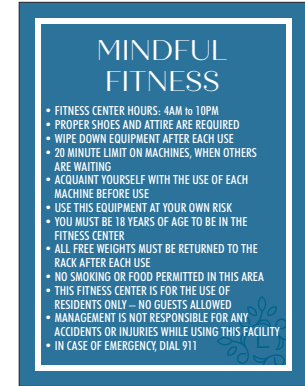
### I) MAIL CENTER ID

9" Tall - Single sided - Qty: 1  
.25" aluminum contour cut painted, ACC  
(Pin mount to wall)  
**SCALE: 1/2" = 1'**



### J) OFFICE ID

8" x 5" - Single sided - Qty: 2  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### N) MINDFUL FITNESS RULES

18" x 24" - Single sided - Qty: 1  
.125" acrylic w/ direct print, white flood;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### K) WORK/BREAK ROOM ID

8" x 5" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### L) PACKAGE ROOM ID

8" x 5" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### M) MINDFUL FITNESS ID

8" x 5" - Single sided - Qty: 2  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	9

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

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At Flint Crossing

# Sign Package

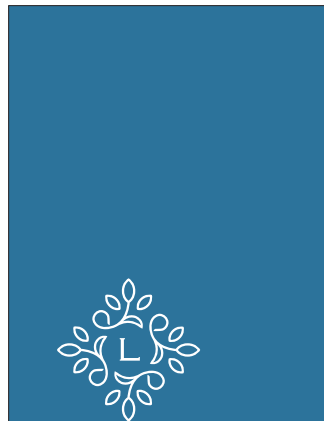
SW 6529 Scanda PMS 2150 C SW 6797 Jay Blue PMS 2152 C WHITE

Cap 150 California Blue

Scale: 1" = 1'



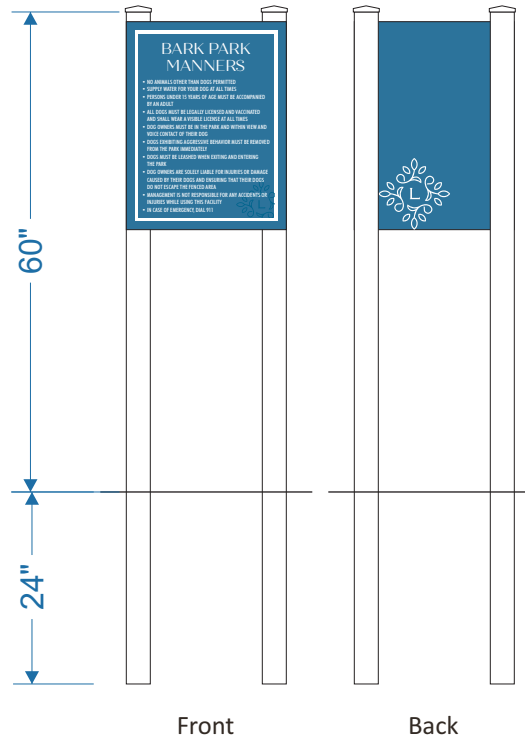
FRONT



BACK

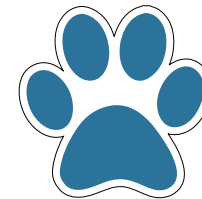
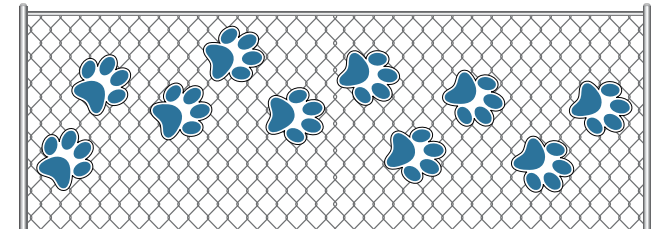
## O) BARK PARK MANNERS

20" x 26" - Double sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
(Mount to 2 - 7' posts - 6 caps)



Front

Back



## P) BARK PARK PAWS

12" x 12" - Single sided - Qty: 10  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence)

PROPERTY NAME

DESCRIPTION

DESIGN DATE

INSTALL DT

DESIGN/AM

JOB NUMBER

PAGE

LEO AT FLINT CROSSING

SIGN PACKAGE

06-08-22

TBD

AA/CS

TBD

10

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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At Flint Crossing

# Sign Package

SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'

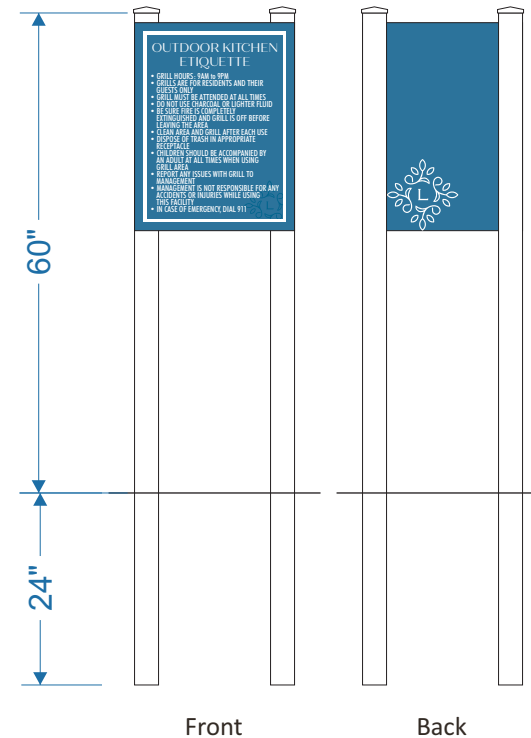


FRONT

BACK

## Q) OUTDOOR KITCHEN ETIQUETTE

20" x 26" - Double sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
(Mount to 2 - 7' posts - 6 caps)



Front

Back

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	11

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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At Flint Crossing

# Sign Package

SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'

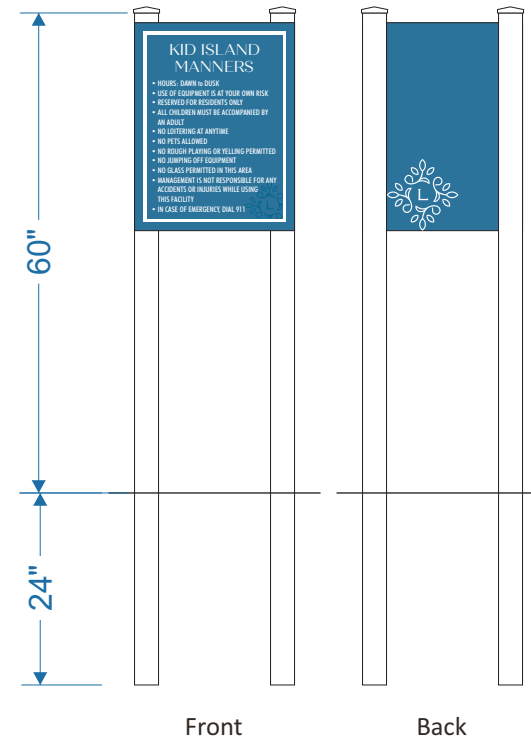


FRONT

BACK

## R) KID ISLAND - PLAYGROUND RULES

20" x 26" - Double sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
(Mount to 2 - 7' posts - 6 caps)



Front

Back

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	12

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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At Flint Crossing

# Sign Package

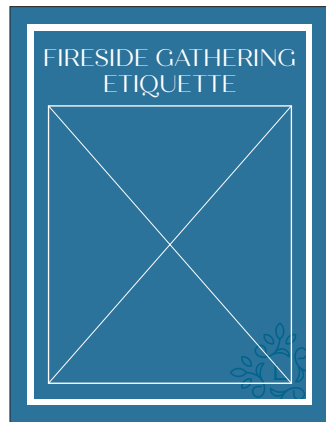
SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

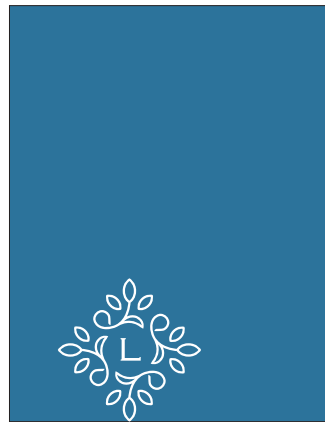
WHITE

Cap 150  
California Blue

Scale: 1" = 1'



FRONT

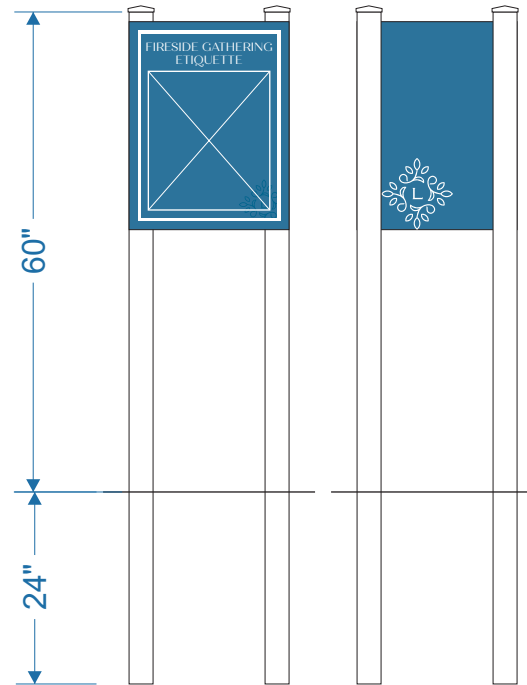


BACK

## S) FIRESIDE GATHERING ETIQUETTE

20" x 26" - Double sided - Qty: 2  
.080 aluminum w/ direct print, ACC  
(Mount to 2 - 7' posts - 6 caps)

CLIENT TO PROVIDE COPY



Front

Back



## T) POOL GATE - KEEP GATE CLOSED AT ALL TIMES

18" x 12" - Single sided - Qty: 4  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to gate - 4 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	13

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# LEO

At Flint Crossing



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



Cap 150  
California Blue

## Sign Package

Scale: 1" = 1'



### U) POOLSIDE MANNERS

36" x 48" - Single sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence - 8 caps)

CLIENT TO CONFIRM HOURS & BATHER LOAD



### V) WARNING - NO LIFEGUARD ON DUTY

36" x 24" - Single sided - Qty: 2  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence - 8 caps)



### W) SHALLOW WATER - NO DIVING

36" x 24" - Single sided - Qty: 2  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence - 8 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	14

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

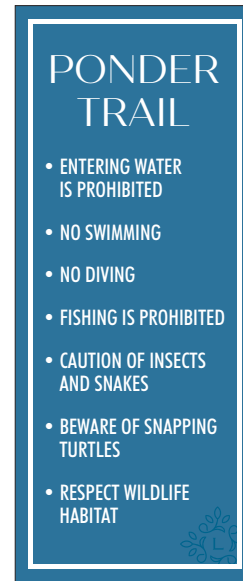
Thank You For Choosing Sign Jive!





## X) RISK OF DROWNING

36" x 24" - Single sided - Qty: 2  
.080 aluminum w/ direct print, ACC  
and painted backside  
(Mount to fence - 8 caps)



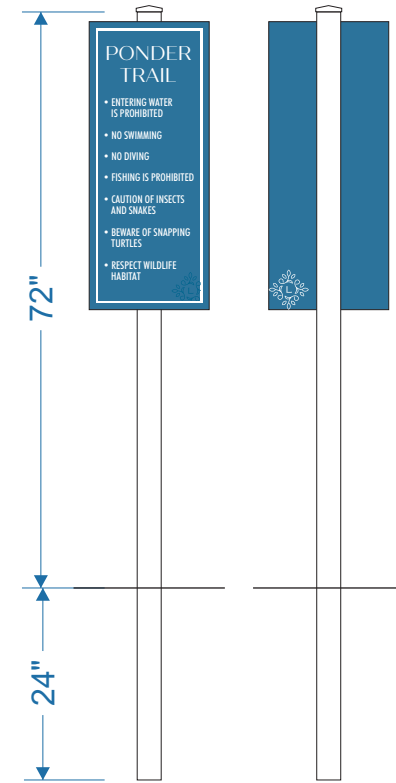
FRONT



BACK

## Y) PONDER TRAIL - WATER SAFETY

15" x 36" - Double sided - Qty: 4  
.080 aluminum w/ direct print, ACC  
(Mount to 8' post - 2 caps)



Front

Back

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	15

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# LEO

At Flint Crossing

## Sign Package



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE



Cap 150  
California Blue

Scale: 1" = 1'



Z) QTY: 1



A1) QTY: 1



B1) QTY: 3

### CLUBHOUSE - RESTROOM ID

7" x 10" - Single sided - Qty: 5  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille;  
.125" acrylic backer w/ direct print, white flood  
(Mount to wall - dst/sil)



### C1) AV ROOM ID

7" x 4" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



### D1) ELECTRICAL/MECHANICAL ROOM ID

7" x 4" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



### E1) MECHANICAL ROOM ID

7" x 4" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



### F1) POOL PUMP ROOM ID

7" x 4" - Single sided - Qty: 1  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



### G1) STORAGE ROOM ID

7" x 4" - Single sided - Qty: 2  
.125" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)

PROPERTY NAME

DESCRIPTION

DESIGN DATE

INSTALL DT

DESIGN/AM

JOB NUMBER

PAGE

LEO AT FLINT CROSSING

SIGN PACKAGE

06-08-22

TBD

AA/CS

TBD

16

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Thank You For Choosing Sign Jive!



SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

Cap 150  
California Blue

Scale: 1" = 1'



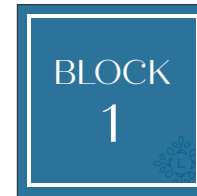
## H1) GARAGE UNIT NUMBER

6" x 4" - Single sided - Qty: 108  
.060 aluminum w/ direct print, ACC  
(Mount to wall - dst/sil)

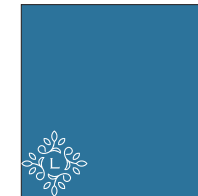


## I1) UNIT NUMBER

8" x 5" - Single sided - Qty: 266  
.25" non-glare acrylic w/ direct print,  
white flood, tactile and braille  
(Mount to wall - dst/sil)



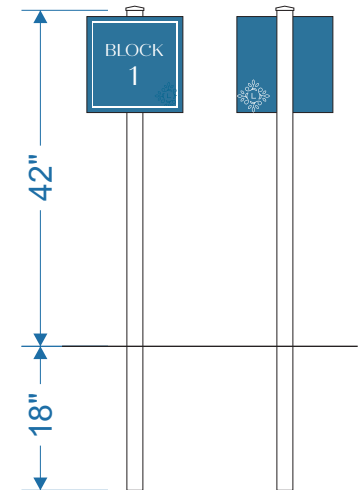
FRONT



BACK

## J1) BLOCK NUMBER ID

12" x 12" - Single sided - Qty: **TBD**  
.060 aluminum w/ direct print, ACC  
(Mount to 2" x 2" x 5' post - 2 caps)



Front

Back

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	17

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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At Flint Crossing

# Sign Package



SW 6529 Scanda  
PMS 2150 C



SW 6797 Jay Blue  
PMS 2152 C



WHITE

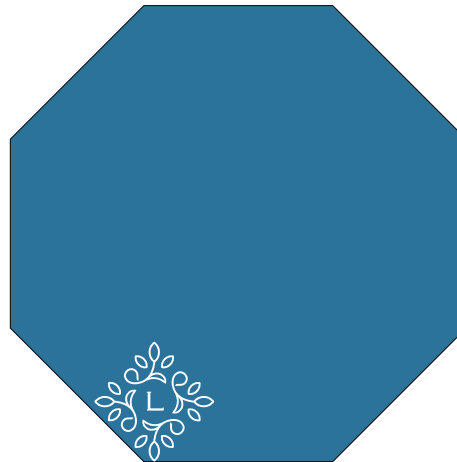


Cap 150  
California Blue

Scale: 3/4" = 1'



FRONT



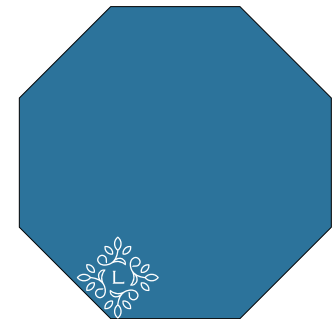
BACK

## L1) STOP

36" x 36" - Single sided - Qty: 3  
.080 aluminum w/ DOT certified copy  
and painted 38" x 38" .080 aluminum backer  
(Mount to 10' post - 2 caps)



FRONT



BACK

## M1) STOP

24" x 24" - Single sided - Qty: 8  
.080 aluminum w/ DOT certified copy  
and painted 26" x 26" .080 aluminum backer  
(Mount to 10' post - 2 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	19

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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At Flint Crossing

# Sign Package

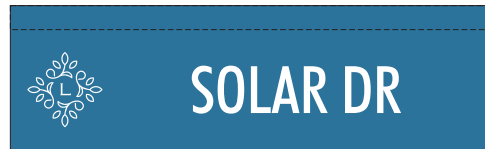
SW 6529 Scanda  
PMS 2150 C

SW 6797 Jay Blue  
PMS 2152 C

WHITE

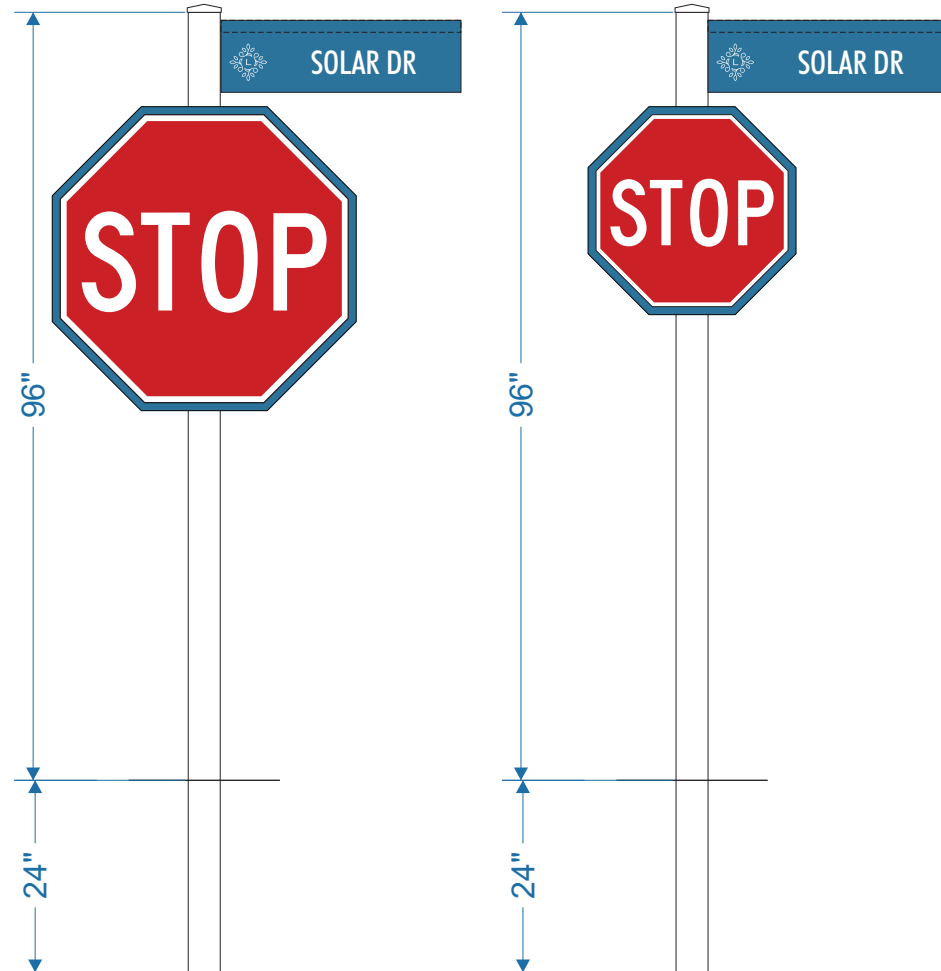
Cap 150  
California Blue

Scale: 1" = 1'



## N1) STREET BLADES

30" x 9" - Double sided - Qty: 20  
.080 aluminum w/ direct print, ACC  
(Mount to same post as L1 & M1 - custom brackets)



PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	20

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership of these designs will be transferred to the client upon purchase of these signs.

Thank You For Choosing Sign Jive!





FRONT



BACK

**O1) CUSTOM HANDICAP**  
12" x 18" - Single sided - Qty: 3  
.080 aluminum w/ DOT certified copy  
and painted 14" x 20" .080 aluminum backer  
(Mount to 10' post - 2 caps)

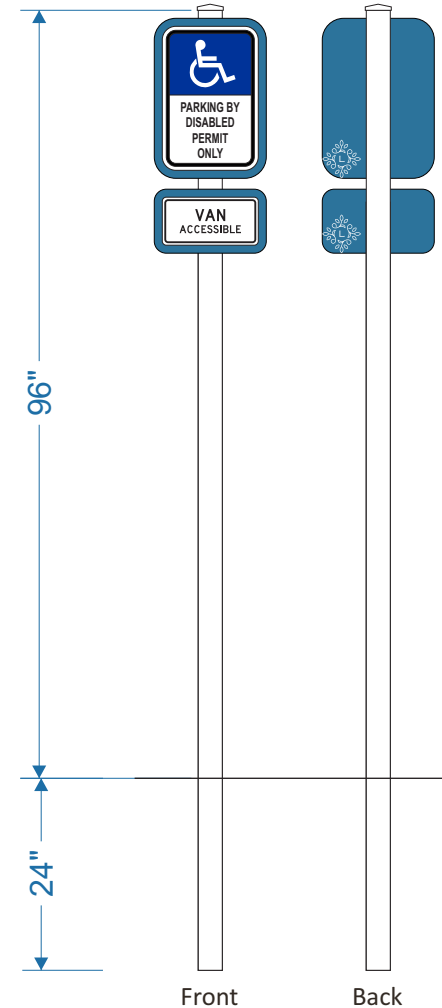


FRONT



BACK

**P1) CUSTOM HANDICAP RIDER**  
12" x 6" - Single sided - Qty: 2  
.080 aluminum w/ DOT certified copy  
and painted 14" x 8" .080 aluminum backer  
(Mount to 10' post - 2 caps)



Front

Back

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	21

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*These designs are the sole property of SignJive and may not be used for bidding purposes. Ownership of these designs will be transferred to the client upon purchase of these signs.*

Thank You For Choosing Sign Jive!



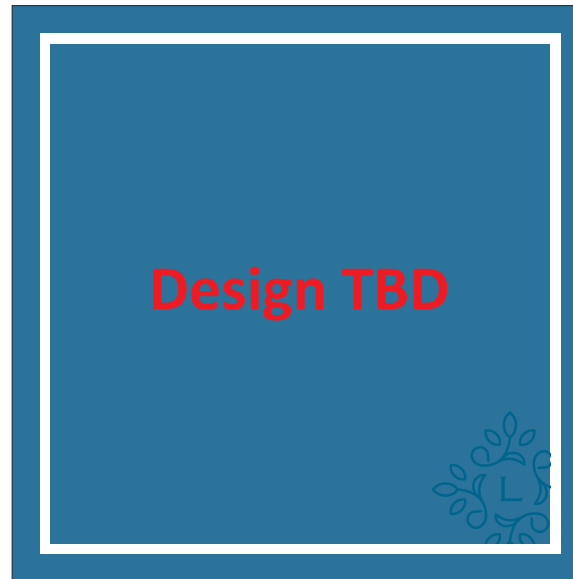
■ SW 6529 Scanda  
PMS 2150 C

■ SW 6797 Jay Blue  
PMS 2152 C

□ WHITE

● Cap 150  
California Blue

Scale: 1" = 1'



## Q1) LEASING OFFICE CUSTOM WALL DESIGN

36" x 36" - Single sided - Qty: 1  
.080 aluminum w/ direct print, ACC  
(Mount to wall - 4 caps)

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	22

Client Approval - Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*These designs are the sole property of SignJive and may not be used for bidding purposes. Ownership of these designs will be transferred to the client upon purchase of these signs.*

Thank You For Choosing Sign Jive!





**2" x 2" x 5' Aluminum post**  
Qty: **TBD**  
Painted with peak cap  
Mount 2' below grade



**3" x 3" x 6' Aluminum post**  
Qty: 8  
Painted with peak cap  
Mount 2' below grade



**3" x 3" x 7' Aluminum post**  
Qty: 6  
Painted with peak cap  
Mount 2' below grade



**3" x 3" x 8' Aluminum post**  
Qty: 10  
Painted with peak cap  
Mount 2' below grade



**4" x 4" x 10' Aluminum post**  
Qty: 12  
Painted with peak cap  
Mount 2' below grade



**Caps**

PROPERTY NAME	DESCRIPTION	DESIGN DATE	INSTALL DT	DESIGN/AM	JOB NUMBER	PAGE
LEO AT FLINT CROSSING	SIGN PACKAGE	06-08-22	TBD	AA/CS	TBD	23

**Client Approval - Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*These designs are the sole property of SignJive and may not be used for bidding purposes. Ownership of these designs will be transferred to the client upon purchase of these signs.*

**Thank You For Choosing Sign Jive!**



**PASSED** by the Common Council of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2023, by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

**COMMON COUNCIL FOR THE CITY OF CARMEL**

\_\_\_\_\_  
Laura D. Campbell, President

\_\_\_\_\_  
Sue Finkam, Vice-President

\_\_\_\_\_  
H. Bruce Kimball

\_\_\_\_\_  
Kevin D. Rider

\_\_\_\_\_  
Anthony Green

\_\_\_\_\_  
Jeff Worrell

\_\_\_\_\_  
Tim Hannon

\_\_\_\_\_  
Miles Nelson

\_\_\_\_\_  
Adam Aasen

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this \_\_\_\_ day of \_\_\_\_\_  
2023, at \_\_\_\_\_.M.

\_\_\_\_\_  
Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this \_\_\_\_ day of \_\_\_\_\_  
2023, at \_\_\_\_\_.M.

\_\_\_\_\_  
James Brainard, Mayor

ATTEST:

\_\_\_\_\_  
Sue Wolfgang, Clerk

This Instrument prepared by: James E. Shinaver, attorney at law, NELSON & FRANKENBERGER and Jon C. Dobosiewicz, land use professional, NELSON & FRANKENBERGER. 550 Congressional Blvd, Carmel, IN 46032.

Legacy PUD - 2022 Amendment - Draft 9 122722



# City of Carmel

## 2022 Encumbrances in 2023

(For Acknowledgement)

Carmel

Fund #	Department		Total
101	GENERAL FUND		
	1110- Police Department	\$ 2,479,355.51	
	1115- Communications Systems	\$ 1,078,439.00	
	1120- Fire Department	\$ 113,544.37	
	1125- Parks Department	\$ 468,383.34	
	1160- Mayor's Office	\$ 302,007.34	
	1180- Department of Law	\$ 377,690.53	
	1192- Dept. of Community Services	\$ 920,697.24	
	1201- Human Resources	\$ 227,487.05	
	1203- Community Relations	\$ 912,087.27	
	1205- General Administration	\$ 707,953.98	
	1206- City Property Maintenance	\$ 317,895.89	
	1207- Brookshire Golf Course	\$ 101,883.52	
	1208- Building Operations	\$ 315,316.39	
	1401- Common Council	\$ 5,150.00	
	1701- Controller	\$ 85,124.28	
	1702- Clerk	\$ 150,007.10	
	1801- Redevelopment Department	\$ 2,050.00	
101	GENERAL FUND- TOTAL		\$ 8,565,072.81
102	AMBULANCE FUND		\$ 24,290.40
103	PARK CAPITAL FUND		\$ 385,248.86
106	PARK IMPACT FEE FUND		\$ 83,109.71
109	PARKS MONON FUND		
110	PARKS FACILITIES FUND		
176	ARP CORONAVIRUS LOCAL FISCAL RECOVERY FUND		\$ 1,988,353.35
201	MOTOR VEHICLE HIGHWAY FUND		
	2200- Engineering	\$ 435,621.58	
	2201- Streets	\$ 2,264,751.54	
201	MOTOR VEHICLE HIGHWAY FUND- TOTAL		\$ 2,700,373.12
202	LOCAL ROAD & STREET FUND		\$ 1,318,467.76
203	CUM CAP IMPROVEMENT FUND		\$ 186,825.67
206	CUM CAP SEWER FUND		\$ -
209	DEFERRAL FUND		\$ 68,520.09
210	USER FEE FUND & DEFERRALS		\$ -
211	CUM CAP DEVELOPMENT FUND		\$ 471,476.57
212	ILLINOIS STREET ROAD FUND		\$ -

250	NON REVERTING STORMWATER	\$	558,736.52
506	JUDICIAL SALARY FEES FUND	\$	-
507	HISTORIC PRESERVE FUND-N/R	\$	5,357.50
852	POLICE GIFT FUND	\$	46.30
853	PARK GIFT FUND	\$	22,116.22
854	COMMUNITY RELATIONS GIFT FUND	\$	27,434.62
856	CARMEL REDEVELOPMENT GIFT-MARKET	\$	4,157.01
900	GRANT FUND	\$	178.50
902	CARMEL REDEVELOPMENT FUND	\$	1,309,258.91
911	LAW ENFORCEMENT AID FUND	\$	32,703.37
919	THROUGHFARE FUND	\$	515.99
922	NON-REVERTING CENTER GREEN ICE	\$	178,334.84
923	NON-REVERTING EVENTS & FESTIVAL	\$	-
		\$	<u>17,930,578.12</u>