

Board of Public Works and Safety Meeting
AGENDA
Wednesday, November 18, 2015 – 10:00 a.m.
Council Chambers City Hall One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the November 4, 2015, Regular Meeting**

2. PERFORMANCE RELEASES

- a. **Resolution BPW-11-18-15-01; Preserve@Bear Creek Section 1; John Duffy, Director of the Department of Utilities**
- b. **Resolution BPW-11-18-15-02; Ashmoor; John Duffy, Director of the Department of Utilities**
- c. **Resolution BPW-11-18-15-03; Playschool@Legacy; Timothy Walter, Platinum Properties**
- d. **Resolution BPW-11-18-15-04; Primrose School of West Carmel; Howard Dugan, Gilliatte Contractors**
- e. **Resolution BPW-11-18-15-05; Danny Boy Beer Works; Ryan Jones, Compass**
- f. **Resolution BPW-11-18-15-06; Prime Carwash; Jeremy Dixon**
- g. **Resolution BPW-11-18-15-07; The Bridges Pase 1; David Alexander, Gilliatte Contractors**
- h. **Resolution BPW-11-18-15-08; Overbrook Sections 2&3; Danielle Borman, Fischer Homes**
- i. **Resolution BPW-11-18-15-09; Legacy; Meadows@Legacy Section 2; Ridge@Legacy Section 3; Timothy Walter, Platinum Properties**
- j. **Resolution BPW-11-18-15-10; Northview Christian Church; Rocky Tilson, Tilson Asphalt**
- k. **Resolution BPW-11-18-15-11; The Bridges Giant Eagle and Getgo; Patrick Lister, Weihe Construction**

3. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Caucus Room; Meeting; October 27, 2016; 5:30 p.m. to 9:00 p.m.; The Enclave of Carmel HOA**

4. OTHER

- a. **Request for Performance Bond Amount Reduction; Overbrook Subdivision Sections 2 & 3;** Danielle Borman, Fisher Development
- b. **Request for Performance Bond Amount Reduction; Ridge at Legacy Section 1 & 2;** Timothy Walter, Platinum Properties
- c. **Request for Grant of Perpetual Storm Water Management Easement; Indiana Spine Group,** Christine Kutruff, Indiana Spine Group
- d. **Request for Replat; Woodland Golf Club; Lot 6; 2030 E. 110th Street;** Ann Kaiser
- e. **Request for Sidewalk Closure; West Main Street and Pennsylvania Way;** Resa Glover, Vectren Energy
- f. **Request for Lane Restriction/Sidewalk Closure; Range Line at Carmel Drive;** Dave Parnell, T&W Corporation
- g. **Request for Variance; 2455 Londonberry Blvd;** Alfred & Nancy Wachter
- h. **Request for Variance; 596 Melark Drive;** Mr./Mrs. Frederick Heckman
- i. **Request for Variance; 6582 Brauer Lane;** Mr./Mrs. David Halt
- j. **Request for Consent to Encroach; 2455 Londonberry Blvd;** Alfred & Nancy Wachter
- k. **Request for Consent to Encroach; 596 Melark Drive;** Mr./Mrs. Frederick Heckman
- l. **Request for Consent to Encroach; 6582 Brauer Lane;** Mr./Mrs. David Halt

5. ADJOURNMENT

BOARD OF PUBLIC WORKS & SAFETY MEETING MINUTES

WEDNESDAY, NOVEMBER 4, 2015 –10:00 A.M.
COUNCIL CHAMBERS / CITY HALL / ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Mayor Brainard called the meeting to order at 10:04 a.m.

MEMBERS PRESENT

Mayor James Brainard, Board Member; Lori Watson and Mary Ann Burke, Deputy Clerk; Sandy Johnson

MINUTES

Minutes for the October 21, 2015 Regular meeting were approved 3-0.

BID-QUOTE OPENING/AWARDS

Quote Openings for Snow Removal Art and Design District; Mayor Brainard opened and read the bids aloud.

<i>Company</i>	<i>Amount</i>
<i>Vive Exteriors</i>	<i>\$42,900.00</i>

The Quotes were given to Dave Huffman, Street Commissioner for review and recommendation.

Quote Openings for Snow Removal Palladium and Tarkington; Mayor Brainard opened and read the bids aloud.

<i>Company</i>	<i>Amount</i>
<i>Vive Exteriors</i>	<i>\$38,500.00</i>

The Quotes were given to Dave Huffman, Street Commissioner for review and recommendation.

Quote Openings for Snow Removal City Center – Nash Building; Mayor Brainard opened and read the bids aloud.

<i>Company</i>	<i>Amount</i>
<i>Vive Exteriors</i>	<i>\$81,400.00</i>
<i>Engle</i>	<i>\$44,000.00</i>

The Quotes were given to Dave Huffman, Street Commissioner for review and recommendation.

Quote Openings for Tower; Mayor Brainard opened and read the bids aloud.

<i>Company</i>	<i>Amount</i>
<i>Blackmore Butner</i>	<i>\$35,350.00</i>
<i>Triple A Roofing</i>	<i>\$48,350.00</i>
<i>Roofing</i>	<i>\$21,000.00</i>

The Quotes were given to Dave Huffman, Street Commissioner for review and recommendation.

Bid Opening Rock Salt – 2016; Mayor Brainard opened and read the bids aloud.

<i>Company</i>	<i>Amount</i>
<i>Compass</i>	<i>\$104.00 per ton</i>
<i>Muniteam/Univar USA</i>	<i>No Bid</i>
<i>Morton</i>	<i>\$114.30 per ton</i>
<i>Cargill</i>	<i>\$115.79 per ton</i>

The bids were given to John Duffy, Director of the Department of Utilities for review and recommendation.

PERFORMANCE RELEASES

Resolution BPW-11-04-15-01; Point Blank Gun Range; ROW Work; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-11-04-15-02; Tom Wood Audi; Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-11-04-15-03; Sanctuary Project 1 LLC; Erosion Control; Section 1, 2A,4A; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW-11-04-15-04; Health & Wellness Suites; Right Of Way; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Change Order #3; Sub Surface of Indiana; (\$6,798.44); Bridlebourne Drainage; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for Purchase of Goods and Services; Engledow Group; (\$21,612.50); 2015 Holiday Decorations; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for Purchase of Goods and Services; Additional Service; American Structurepoint; (\$77,200.00); Main Street Improvements; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for Purchase of Goods and Services; Jack Doheny Companies; (\$51,250.00); Proteus Inspection System; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for Purchase of Goods and Services; Williams Creek Consulting; (\$98,600.00); City Center Drainage Analysis; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for Purchase of Goods and Services; Kronos Inc.; (\$10,077.53); Telestaff; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0

Request for Purchase of Goods and Services; Municipal Contractors Sealing Products; (\$47,100.00); PermaCast; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request to Use Gazebo and Common Area; Wedding; October 15, 2016; Noon to 6:00 p.m.; Stephanie Rentschler; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request to Use City Streets; International Art Festival; September 23-25, 2016; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

OTHER

Resolution No. BPW-11-04-15-05; A Resolution requesting the financing, construction and dedication of certain infrastructure; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Lane Restriction; Westfield Blvd; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Road Closure; 111th/Penn; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Stormwater Technical Standards Manual Variance; Bear Creek Subdivision Section 2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Variance; 2437 Londonberry Blvd; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach; 2437 Londonberry Blvd; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

Mayor Brainard adjourned the meeting at 10:21a.m.

Diana L. Cordray, IAMC – Clerk-Treasurer

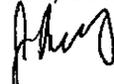
Approved

Mayor James Brainard

ATTEST:

Diana L. Cordray, IAMC - Clerk-Treasurer

To: Sandy Johnson, Clerk-Treasurer's Office

From: John Duffy 

CC:

Date: 10/29/15

Re: Board of Public and Safety Agenda

Please add the following items to the Board of Public Works and Safety Agenda for the November 18, 2015 meeting.

PERFORMANCE BOND RELEASE APPROVAL REQUEST

Ashmoor water main Bond No. 9229603708 \$305,150.00

If you have any questions, please feel free to contact me.

To: Board of Public Works
City of Carmel, Indiana

Date: November 18, 2015

Principal: Ashmoor water main

From: John Duffy, Carmel Utilities

Resolution No. 11-18-15-02

Performance Bond Nos. 9229603708

Surety: The Continental Insurance Co.

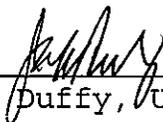
Board Members:

Carmel Utilities have conducted final inspection of Ashmoor water main

<u>ITEM</u>	<u>BOND NO.</u>	<u>AMOUNT</u>
Ashmoor Water Main	9229603708	\$305,150.00

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements.

Approved:



John Duffy, Utility Director

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18th day of November _____ 20 15, that Westmont Section 2b Water Main Installation Projects as listed above are hereby released and said improvements accepted by the City of Carmel, Indiana, subject to the listed conditions above. The effective date of the Maintenance bonds shall be the same date as this resolution.

Signed:

CITY OF CARMEL, INDIANA
BY ITS BOARD OF PUBLIC WORKS
AND SAFETY

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Diana L. Cordray, IAMC Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, Mary Ann Burke, and Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Diana L. Cordray, Clerk-Treasure of the City of Carmel, who acknowledged the execution of the foregoing "Agreement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2015.

NOTARY PUBLIC

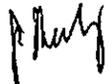
My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

To: Sandy Johnson, Clerk-Treasurer's Office

From: John Duffy 

CC:

Date: 10/29/15

Re: Board of Public and Safety Agenda

Please add the following items to the Board of Public Works and Safety Agenda for the November 18, 2015 meeting.

PERFORMANCE BOND RELEASE APPROVAL REQUEST

Preserve @ Bear Creek water main Section 1	Bond No. 929602325	\$338,622.00
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If you have any questions, please feel free to contact me.

To: Board of Public Works
City of Carmel, Indiana

Date: November 18, 2015

From: John Duffy, Carmel Utilities

Principal: Preserve @ Bear Creek
Section 1 water main

Resolution No. 11-18-15-01

Performance Bond Nos. 929602325

Surety: The Continental Insurance Co.

Board Members:

Carmel Utilities have conducted final inspection of Preserve @ Bear Creek
Section 1 water main

<u>ITEM</u>	<u>BOND NO.</u>	<u>AMOUNT</u>
Preserve @ Bear Creek Section 1 Water Main	9229603708	\$338,622.00

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements.

Approved:



John Duffy, Utility Director

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18th day of November 2015, that Westmont Section 2b Water Main Installation Projects as listed above are hereby released and said improvements accepted by the City of Carmel, Indiana, subject to the listed conditions above. The effective date of the Maintenance bonds shall be the same date as this resolution.

Signed:

CITY OF CARMEL, INDIANA
BY ITS BOARD OF PUBLIC WORKS
AND SAFETY

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Diana L. Cordray, IAMC Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared James Brainard, Mary Ann Burke, and Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Diana L. Cordray, Clerk-Treasure of the City of Carmel, who acknowledged the execution of the foregoing "Agreement" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

Printed Name

My County of Residence: _____

Date: _____

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: November 18, 2015
Resolution No: BPW-11-18-15-03

From: CITY ENGINEER

Principal: FALCON NEST II, LLC

Surety: STAR FINANCIAL BANK

Board Members:

I have conducted final inspection of the LEGACY PROJECTS for the following improvements:

<u>ITEM</u>	<u>LETTER OF CREDIT NUMBER</u>	<u>AMOUNT RELEASED FROM LOC</u>
PLAYSCHOOL @ LEGACY	16785959	\$ 8,765.00
MASTER INFRASTRUCTURE PHASE 2 (CONSTRUCTION BMP'S)	16785959	\$ 1,410.00
(POST CONSTRUCTION BMP'S)		\$70,900.00
MEADOWS @ LEGACY PHASE 1 (CONSTRUCTION BMP'S)	16785959	\$ 870.00
(CONCRETE WASHOUT - CONSTR. BMP)		\$ 1,000.00
RIDGE @ LEGACY PHASE 3 (VEGETATED BMP'S)	16785959	\$22,700.00
(STRUCTURE BMP'S)		\$ 8,400.00
RIDGE @ LEGACY PHASE 1 & 2 (CONSTRUCTION BMP'S)	16785959	\$ 5,500.00
TOTAL		\$119,545.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following conditions:

***NOTE:** LETTER OF CREDIT #16785959 IN THE AMOUNT OF \$1,200,000 WAS SUBMITTED ON NOVEMBER 8, 2013 TO THE CITY OF CARMEL FOR IMPROVEMENTS WITHIN THE LEGACY PROJECT. POST CONSTRUCTION BMP'S FOR LEGACY MASTER INFRASTRUCTURE PHASE 2 HAS PREVIOUSLY BEEN REDUCED FROM ORIGINAL PERFORMANCE GUARANTEE OF \$92,300.00 TO \$1,400.00 WITH MAJORITY OF THE WORK TRANSFERRED TO WORK RELATED TO OTHER LEGACY PROJECTS. (BOARD APPROVAL 8/20/2014) MAINTENANCE BOND REQUIRED FOR THIS IMPROVEMENT TO REMAIN AT \$1,400.00

Maintenance Guarantees for LEGACY PROJECTS LISTED ABOVE in the amount of 10% of the Performance Guarantee amount, be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.

APPROVED:


JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18TH day of November, 2015, that the listed Performance Guarantee for the LEGACY projects as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety



October 28, 2015

David Barnes
Department of Engineering
One Civic Square
Carmel, Indiana 46032

RE: Performance Guarantee Release Request
The Ridge at Legacy Sections 1 & 2

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project. These items have been guaranteed under existing blanket Letter of Credit # 16785959 in accordance with the engineers estimates as follows:

1. The Ridge at Legacy Sections 1 & 2, Construction BMP's – Temp Seed in the amount of \$5,500.00

The total amount of guarantee to be released from blanket Letter of Credit # 16785959 under this request is \$5,500.00. Upon release, maintenance guarantees will be provided as required. I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item as well as other requested separately.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Walter', with a long, sweeping underline.

Timothy J. Walter, P.E.
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.
File.

Enclosure: (1)



October 28, 2015

David Barnes
Department of Engineering
One Civic Square
Carmel, Indiana 46032

RE: Performance Guarantee Release Request
The Ridge at Legacy Section 3

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project. These items have been guaranteed under existing blanket Letter of Credit # 16785959 in accordance with the engineers estimates as follows:

1. The Ridge at Legacy Section 3, Vegetated BMP's in the amount of \$22,700.00.
2. The Ridge at Legacy Section 3, Structural BMP's in the amount of \$8,400.00

The total amount of guarantee to be released from blanket Letter of Credit # 16785959 under this request is \$31,100.00. Upon release, maintenance guarantees will be provided as required. I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item as well as other requested separately.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Walter', with a long, sweeping underline.

Timothy J. Walter, P.E.
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.
File.

Enclosure: (1)



October 28, 2015

David Barnes
Department of Engineering
One Civic Square
Carmel, Indiana 46032

RE: Performance Guarantee Release Request
The Meadows at Legacy Section 1

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project. These items have been guaranteed under existing blanket Letter of Credit # 16785959 in accordance with the engineers estimates as follows:

1. The Meadows at Legacy Section 1, Construction BMP's in the amount of \$870.00 (previously reduced from \$8,700.00, see attached request and approval).
2. The Meadows at Legacy Section 1, Construction BMP's – Concrete Washout in the amount of \$1,000.00

The total amount of guarantee to be released from blanket Letter of Credit # 16785959 under this request is \$1,870.00. Upon release, maintenance guarantees will be provided as required. I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item as well as other requested separately.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Walter', written over a horizontal line.

Timothy J. Walter, P.E.
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.
File.

Enclosure: (1)



October 28, 2015

David Barnes
Department of Engineering
One Civic Square
Carmel, Indiana 46032

RE: Performance Guarantee Release Request
The Legacy Master Infrastructure Phase 2

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project. These items have been guaranteed under existing blanket Letter of Credit # 16785959 in accordance with the engineers estimates as follows:

1. The Legacy Master Infrastructure Phase 2, Construction BMP's in the amount of \$1,410.00 (previously reduced from \$92,300.00, see attached request and approval).
2. The Legacy Master Infrastructure Phase 2, Post Construction BMP's in the amount of \$70,900.00.

The total amount of guarantee to be released from blanket Letter of Credit # 16785959 under this request is \$72,310.00. Upon release, a maintenance guarantee for item 2 above will be provided as required. We are also requesting that the maintenance bond amount for item 1 above be \$1,410.00. As is noted on the attached previous reduction request, the majority of these items have been replaced by work related to other projects. Please confirm this is acceptable.

I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item as well as other requested separately.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Walter', is written over a horizontal line.

Timothy J. Walter, P.E.
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.
File.

Enclosure: (1)

317 818-2900 ♦ 317 863-2055
9757 Westpoint Drive, Suite 600 ♦ Indianapolis, IN 46256



October 28, 2015

David Barnes
Department of Engineering
One Civic Square
Carmel, Indiana 46032

RE: Performance Guarantee Release Request
The Playschool at Legacy

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project. These items have been guaranteed under existing blanket Letter of Credit # 16785959 in accordance with the engineers estimates as follows:

1. The Playschool at Legacy, Erosion and Sediment Control for Water Main Ext in the amount of \$8,765.00

The total amount of guarantee to be released from blanket Letter of Credit # 16785959 under this request is \$8,765.00. Upon release, maintenance guarantees will be provided as required. I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item as well as other requested separately.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Walter', written in a cursive style.

Timothy J. Walter, P.E.
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.
File.

Enclosure: (1)

To: Board of Public Works
and Safety
City of Carmel, Indiana
From: CITY ENGINEER

Date: November 18, 2015
Resolution No: BPW-11-18-15-04

Principal: GILLIATTE GENERAL CONTRACTORS, INC

Surety: WESTERN SURETY COMPANY

Board Members:

I have conducted final inspection of the PRIMROSE SCHOOL OF WEST CARMEL project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND</u>	<u>AMOUNT</u>
RIGHT OF WAY	929582488	\$105,929.00
EROSION CONTROL WORK	929582487	\$ 34,925.75

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following condition:

Maintenance Guarantee in the amount of 15% of the Performance Guarantee amount for RIGHT OF WAY to be filed with the City of Carmel, said guarantee to run for a period of three (3) years. Maintenance Guarantee for RIGHT OF WAY will be \$15,889.35

Maintenance Guarantee in the amount of 10% of the Performance Guarantee amount for EROSION CONTROL WORK to be filed with the City of Carmel, said guarantee to run for a period of three (3) years.

Maintenance guarantee for EROSION CONTROL WORK will be \$3,492.57

Approved:



JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18TH day of NOVEMBER, 2015, that the listed Performance Guarantee for PRIMROSE SCHOOL OF WEST CARMEL as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

(Member)
(Member)

Board of Public Works and Safety

August 28, 2015

Mr. Dave Barnes
City of Carmel
Carmel, Indiana

**RE: Primrose School of West Carmel
3746 West 98th Street
Carmel, Indiana 46032**

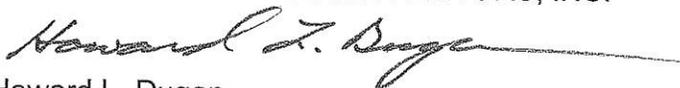
**Release of Erosion Control Performance Bond #929582487
And Right of Way Performance Bond #929582488**

Dear Dave:

We would like to formally request the release of the Bonds at the referenced project. Could you please add our project to the agenda for the next board meeting. Copies of the bonds are attached for your reference. Thank you in advance, I look forward to hearing from you soon.

Sincerely,

GILLIATTE GENERAL CONTRACTORS, INC.



Howard L. Dugan
Vice President

HLD/dmw

Attachment

To: Board of Public Works
and Safety
City of Carmel, Indiana
From: CITY ENGINEER

Date: November 18, 2015
Resolution No: BPW-11-18-15-05

Principal: COMPASS COMMERCIAL CONSTRUCTION GROUP

Surety: THE CINCINNATI INSURANCE COMPANY

Board Members:

I have conducted final inspection of the DANNY BOY BEER WORKS project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND W/RIDER</u>	<u>AMOUNT</u>
RIGHT OF WAY & EROSION CONTROL	B0370920	\$37,732.00

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following condition:

Maintenance Guarantee in the amount of 15% of the Performance Guarantee amount for RIGHT OF WAY & EROSION CONTROL to be filed with the City of Carmel, said guarantee to run for a period of three (3) years. Maintenance Guarantee for RIGHT OF WAY will be \$5,659.80

Approved:



JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18TH day of NOVEMBER, 2015, that the listed Performance Guarantee for DANNY BOY BEER WORKS as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

(Member)
(Member)

Board of Public Works and Safety



October 7, 2015

Mr. Dave Barnes, Engineering Administrator
Department of Engineering
City of Carmel
1 Civic Square
Carmel, IN 46032

RE: Bond Release Request (City of Carmel – Right of Way, Erosion Control, and Water Quality)

Dear Mr. Barnes:

Thank you for your time in meeting with me earlier this morning.

Per our discussion, this letter shall serve as our company's official request to release the \$37,732 bond specified within the above subject line, as it relates to Danny Boy Beer Works, 12702 Meeting House Road, Carmel, Indiana 46032. We kindly ask that you please dispatch an inspector to review said site and place our request before the respective committee which will consider honoring it.

Please let us know if there are any issues in releasing the bond.

Best regards,

A handwritten signature in black ink, appearing to read "Rmj", is written over the typed name.

Ryan M. Jones, VP Administration
Compass Commercial Construction Group

CC: Andrew Habel, VP Operations, Compass Commercial Construction Group

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: November 18, 2015
Resolution No: BPW-11-18-15-06

From: CITY ENGINEER

Principal: MEYER NAJEM CONSTRUCTION, LLC

Surety: FEDERAL INSURANCE COMPANY

Board Members:

I have conducted final inspection of the PRIME CAR WASH project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND</u>	<u>AMOUNT</u>
EROSION CONTROL	8233-00-29	\$19,230.00

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following condition:

Maintenance Guarantee in the amount of 10% of the Performance Guarantee amount for EROSION CONTROL to be filed with the City of Carmel, said guarantee to run for a period of three (3) years. Maintenance Guarantee for EROSION CONTROL will be \$1,923.00

Approved:


JEREMY KASHMAN
City Engineer

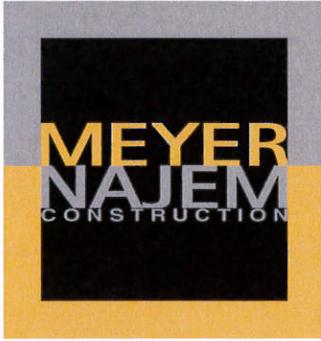
Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18TH day of NOVEMBER, 2015, that the listed Performance Guarantee for PRIME CARWASH as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety



Meyer Najem, Inc.
13099 Parkside Drive
Fishers, IN 46038
317.577.0007
317.577.0286 Fax

July 15, 2015

City of Carmel
One Civic Square
Carmel, IN 46032
Attn: Mr. Dave Barnes

Re: Prime CarWash

Subj: Subdivision Bond Release

Mr. Barnes:

Meyer Najem Construction has completed with Prime CarWash and respectfully requests that the following bond be release by the City of Carmel.

Subdivision Bond # 8233-00-29 in the amount of \$19,230.00

Please review our request and advise if these bonds can be released. Should you have any questions, please feel free to contact me directly at (317) 813-6223.

Respectfully,

Meyer & Najem Construction, LLC

A handwritten signature in black ink, appearing to read 'Jeremy Dixon', is written over a horizontal line.

Digitally signed by
Jeremy Dixon
Date: 2015.07.14
17:07:35-04'00'

Jeremy Dixon
Senior Project Manager

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: November 18, 2015
Resolution No: BPW-11-18-15-07

From: CITY ENGINEER

Principal: GILLIATTE GENERAL CONTRACTORS, INC.

Surety: WESTERN SURETY COMPANY

Board Members:

I have conducted final inspection of THE BRIDGES PHASE 1 project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND</u>	<u>AMOUNT</u>
RIGHT OF WAY IMPROVEMENTS	929568564	\$148,800.00

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following condition:

Maintenance Guarantee in the amount of 15% of the Performance Guarantee amount for RIGHT OF WAY IMPROVEMENTS to be filed with the City of Carmel, said guarantee to run for a period of three (3) years. Maintenance Guarantee for RIGHT OF WAY IMPROVEMENTS will be \$22,320.00

Approved:



JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18TH day of NOVEMBER, 2015, that the listed Performance Guarantee for THE BRIDGES PHASE 1 as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

August 26, 2015

Mr. Dave Barnes
City of Carmel
Carmel, Indiana

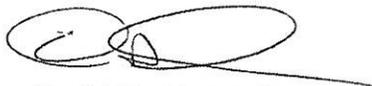
**RE: Release of ROW Bond #929568564
The Bridges, Phase 1**

Dear Dave:

We would like to formally request the release of the Right of Way bond for The Bridges project located at 116th Street and Springmill Road. Could you please add our project to the agenda for the next board meeting. A copy of the bond is attached for your reference. Thank you in advance, I look forward to hearing from you.

Sincerely,

GILLIATTE GENERAL CONTRACTORS, INC.



David B. Alexander
Project Manager

DBA/dmw

Attachment

Cc: Katie Klineman

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: November 18, 2015
Resolution No: BPW-11-18-15-07

From: CITY ENGINEER

Principal: GILLIATTE GENERAL CONTRACTORS, INC.

Surety: WESTERN SURETY COMPANY

Board Members:

I have conducted final inspection of THE BRIDGES PHASE 1 project for the following improvements:

<u>ITEM</u>	<u>PERFORMANCE BOND</u>	<u>AMOUNT</u>
RIGHT OF WAY IMPROVEMENTS	929568564	\$148,800.00

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following condition:

Maintenance Guarantee in the amount of 15% of the Performance Guarantee amount for RIGHT OF WAY IMPROVEMENTS to be filed with the City of Carmel, said guarantee to run for a period of three (3) years. Maintenance Guarantee for RIGHT OF WAY IMPROVEMENTS will be \$22,320.00

Approved:



JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18TH day of NOVEMBER, 2015, that the listed Performance Guarantee for THE BRIDGES PHASE 1 as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety

August 26, 2015

Mr. Dave Barnes
City of Carmel
Carmel, Indiana

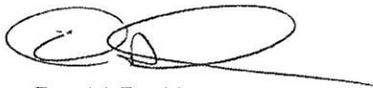
**RE: Release of ROW Bond #929568564
The Bridges, Phase 1**

Dear Dave:

We would like to formally request the release of the Right of Way bond for The Bridges project located at 116th Street and Springmill Road. Could you please add our project to the agenda for the next board meeting. A copy of the bond is attached for your reference. Thank you in advance, I look forward to hearing from you.

Sincerely,

GILLIATTE GENERAL CONTRACTORS, INC.



David B. Alexander
Project Manager

DBA/dmw

Attachment

Cc: Katie Klineman

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: November 18, 2015
Resolution No: BPW-11-18-15-09

From: CITY ENGINEER

Principal: FALCON NEST II, LLC

Surety: STAR FINANCIAL BANK

Board Members:

I have conducted final inspection of the LEGACY PROJECTS for the following improvements:

<u>ITEM</u>	<u>LETTER OF CREDIT NUMBER</u>	<u>AMOUNT RELEASED FROM LOC</u>
MEADOWS @ LEGACY SEC. 2 MONUMENTS & MARKERS	16785959	\$ 3,100.00
RIDGE @ LEGACY SEC. 3 STREET SIGNS	16785959	\$ 1,000.00
MONUMENTS & MARKERS	16785959	\$ 4,200.00
COMMON AREA SIDEWALK	16785959	\$ 1,900.00
STREETS	16785959	\$111,300.00
	TOTAL	\$121,500.00

The above improvements have been inspected and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following conditions:

***NOTE:** LETTER OF CREDIT #16785959 IN THE AMOUNT OF \$1,200,000 WAS SUBMITTED ON NOVEMBER 8, 2013 TO THE CITY OF CARMEL FOR IMPROVEMENTS WITHIN THE LEGACY PROJECT.

Maintenance Guarantees for LEGACY PROJECTS LISTED ABOVE in the amount of 10% of the Performance Guarantee amount, be filed with the City of Carmel, with said Maintenance Guarantee to run for a period of three (3) years.

APPROVED:


JEREMY KASHMAN, P.E., City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18TH day of November, 2015, that the listed Performance Guarantee for the LEGACY projects as listed above are hereby replaced and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety



November 6, 2015

David Barnes
Department of Engineering
One Civic Square
Carmel, Indiana 46032

RE: Performance Guarantee Release Request
The Ridge at Legacy Section 3

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project. These items have been guaranteed under existing blanket Letter of Credit # 16785959 in accordance with the engineers estimates as follows:

1. The Ridge at Legacy Section 3, Street Signs in the amount of \$1,000.00
2. The Ridge at Legacy Section 3, Monuments and Markers in the amount of \$4,200.00
3. The Ridge at Legacy Section 3, Common Area Sidewalk in the amount of \$1,900.00
4. The Ridge at Legacy Section 3, Streets in the amount of \$111,300.00

The total amount of guarantee to be released from blanket Letter of Credit # 16785959 under this request is \$118,400.00. Upon release, maintenance guarantees will be provided as required. I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item as well as other requested separately.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy J. Walter', with a long horizontal flourish extending to the right.

Timothy J. Walter, P.E.
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.
File.

Enclosure: (1)

317 818-2900 ♦ 317 863-2055
9757 Westpoint Drive, Suite 600 ♦ Indianapolis, IN 46256



November 6, 2015

David Barnes
Department of Engineering
One Civic Square
Carmel, Indiana 46032

RE: Performance Guarantee Release Request
The Meadows at Legacy Section 2

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC we would like to request the release of certain performance guarantees provided for construction of the above referenced project. These items have been guaranteed under existing blanket Letter of Credit # 16785959 in accordance with the engineers estimates as follows:

1. The Meadows at Legacy Section 2, Monuments and Markers in the amount of \$3,100.00

The total amount of guarantee to be released from blanket Letter of Credit # 16785959 under this request is \$3,100.00. Upon release, maintenance guarantees will be provided as required. I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item as well as other requested separately.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy J. Walter', with a long, sweeping underline.

Timothy J. Walter, P.E.
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.
File.

Enclosure: (1)

317 818-2900 ♦ 317 863-2055
9757 Westpoint Drive, Suite 600 ♦ Indianapolis, IN 46256

CITY OF CARMEL
FACILITY USE REQUEST FORM

Approvals / Date
Nancy Heck OK 10-26-15
Jeff Horner (CPD) OK JH-10-26-15

Name/Organization: Stephanie Rentschler + Kyle Scharfenberg

Point of Contact: Stephanie Rentschler + Connie Rentschler

Address: 5711 Aquamarine Dr.

City, State, Zip: Carmel, IN 46033

Home Phone: 419-206-3415 Cell Phone: 419 704-0900

(317) 564-4235
Email Address: rentssm119@gmail.com Fax Number () _____

For Profit Organization: _____ Non-Profit Organization: _____ Individual: X

Day and Date Requested: Saturday, October 15, 2016

Time Requested: 12 a.m./(p.m.) to: 6 a.m./(p.m.) (This includes set-up and clean-up time.)

Rehearsal Date: — Time: — a.m./p.m. to — a.m./p.m.

City Facility Requested: Gazebo X Fountain Area X Japanese Garden X
Palladium Center Green _____ Caucus Room (1/3) _____ (2/3) _____
Civil Square Area
Council Chambers _____

Special Requests: Electricity _____ Fountain Restroom _____ Other _____

Purpose: Wedding Ceremony Number of People Expected: 200

Vendors: Yes _____ No X (See Item 5, City of Carmel Facility Use Policy attached)
City Street Closing: (See Item 9, City of Carmel Facility Use Policy attached)

Large or Race Events: _____

Neighborhood Street Closing (Street(s), Address(es) Blocked) _____

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Received this 23rd day of October, 2015.

Mayor's Office

Revised: 04/16/2011

To: Board of Public Works
and Safety
City of Carmel, Indiana

Date: November 18, 2015
Resolution No: BPW-11-18-15-11

From: CITY ENGINEER

Principal: WEIHE CONSTRUCTION INC.

Surety: WESTERN SURETY COMPANY

Board Members:

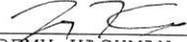
I have conducted final inspection of THE BRIDGES - GIANT EAGLE & GETGO project for the following improvements:

<u>ITEM</u>	<u>SUBDIVISION BOND</u>	<u>AMOUNT</u>
EROSION CONTROL	929601025	\$129,299.00

The above improvements have been completed and are acceptable to the City of Carmel. I recommend acceptance of said improvements, subject to the following condition:

Maintenance Guarantee in the amount of 10% of the Performance Guarantee amount for EROSION CONTROL to be filed with the City of Carmel, said guarantee to run for a period of three (3) years. Maintenance Guarantee for EROSION CONTROL will be \$ 12,929.90.

Approved:



JEREMY KASHMAN
City Engineer

Be it resolved by the Board of Public Works and Safety, City of Carmel, Indiana on this 18TH day of NOVEMBER, 2015, that the listed Performance Guarantee for THE BRIDGES GIANT EAGLE & GETGO as listed above is hereby released and accepted by the City of Carmel, Indiana subject to the listed condition above.

Signed: _____ (Presiding Officer)

_____ (Member)

_____ (Member)

Board of Public Works and Safety



October 26th, 2015

Mr. David Barnes
City of Carmel – Engineering Department
One Civic Square
Carmel, IN 46032

RE: The Bridges – Giant Eagle and Getgo, Erosion Control Performance Bond (#929601025)

David,

I am writing to request a release of the aforementioned Performance Bond. The improvements described in this bond are complete.

If you have any questions, please feel free to call me direct at (317) 716-3866.

Sincerely,

Patrick Lister
Weihe Construction, Inc.

November 5, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032



CITY OF CARMEL

JAMES BRAINARD, MAYOR

RE: REQUEST OF PERFORMANCE BOND AMOUNT REDUCTION – OVERBROOK SUBDIVISION 2 & 3

Dear Board Members:

Ms. Danielle Borman, Land Development Coordinator for Fischer Development Company, has requested Board approval to reduce the Performance Bond amount for common area sidewalks in the Overbrook Subdivision Sections 2 & 3. The reduction is based on actual percentage of common sidewalks completed in the subdivision to date. The City of Carmel Subdivision Ordinance does not address the option. However, there have been instances in the past when the Board has approved Performance Guarantee reduction.

The reduction requested is based on 100% of the common area sidewalks being completed within the development, as confirmed per inspection by the Department of Engineering. The current bonds in place for these two sections include both the common area amounts and builder sidewalk (lots) amounts for each section. This request would reduce Overbrook Section 2 “Sidewalk” amount from \$71,415.00 to \$67,320.00 and Overbrook Section 3 “Sidewalk” amount from \$62,663.00 to \$50,760.00.

My approval recommendation would be contingent upon the Developer adhering to the following conditions”

- This approval shall apply to performance guarantee posted for the construction of “sidewalks” in Overbrook Section 2 and Section 3 Subdivision only.
- The performance guarantee amount cannot be reduced to an amount lower than 10% of the original performance amount. This is the requirement for 3-year maintenance guarantees.
- Bond reduction is to be submitted by a bonding surety.
- Upon 100% completion of the sidewalks in Overbrook Sections 2 & 3 the Principal of the Subdivision Bond may request the release of the subject performance guarantee. However, the 3-year maintenance guarantee amount must be calculated on 10% of the original performance guarantee amount, not on the reduced amount.

If these conditions are agreed to by Fischer Development Company, I would recommend Board approval of Ms. Borman’s bond reduction request.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Kashman', written over a light blue horizontal line.

Jeremy Kashman, P.E.
City Engineer

S:\BPW15\MISC\OVERBROOKSECTION2 &3BONDREDUCTION. DOC



FISCHER DEVELOPMENT COMPANY
FISCHER DEVELOPMENT CO. II, INC.
GRAND COMMUNITIES, LTD.

October 9, 2015

Board of Public Works
Members of the Board of Public Works
City Hall, One Civic Square
Carmel, IN 46032

Re: Subdivision Performance Bonds Reduction Request: Overbrook Farms, Section 2 and 3

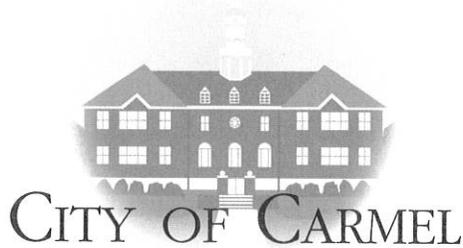
Dear Members of the Board of Public Works,

We, Fischer Development Company, are requesting two bond reductions in the form of bond riders for completed work in Overbrook Farms Subdivision. Subdivision Performance Bond K08885370, Section 2 Sidewalks, can be reduced by \$4,095.00 to \$67,320.00 for completed common area sidewalks. Subdivision Performance Bond K09018906, Section 3 Sidewalks, can be reduced by \$11,902.50 to \$50,760.00 for completed common area sidewalks. All completed work has been confirmed by the Department of Engineering.

We are anticipating this request be presented at the October 21, 2015 meeting. Please contact me if anything further is needed. If not, please send the approval letter to me at the address below. I will then process the bond riders and return them to the Department of Engineer for submittal.

Thank you,

Danielle Borman
Land Development Coordinator
Grand Communities, Ltd.
dborman@fischerhomes.com
(859)344-3138
3940 Olympic Boulevard, Suite 100
Erlanger, KY 41018



November 6, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

JAMES BRAINARD, MAYOR

RE: REQUEST OF PERFORMANCE BOND AMOUNT REDUCTION – RIDGE AT LEGACY SECTIONS 1 & 2

Dear Board Members:

Mr. Timothy Walter, P.E. Platinum Properties, has requested Board approval to reduce the Performance Guarantee amount for builder sidewalks in the Ridge At Legacy Sections 1 & 2 Subdivision. This reduction would be based on the actual on the actual percentage of sidewalks completed in the subdivision to date. The City of Carmel Subdivision Control Ordinance does not address this option. However, there have been instances in the past when the Board has approved Performance Guarantee reduction.

The reduction requested is based on 50% of the builder sidewalks being completed within the development, as confirmed per inspection by the Department of Engineering. This would reduce the original performance guarantee of \$68,300.00 to \$34,150.00. My approval recommendation would be contingent upon the Developer adhering to the following conditions:

- This approval shall apply to performance guarantee poste for the construction of internal sidewalks in The Ridge At Legacy Sections 1 & 2 Subdivision only.
- The performance guarantee amount cannot be reduced to an amount lower than 10% of the original performance amount. This is the requirement for 3-year maintenance guarantees.
- Bond reduction is to be submitted by a bonding surety.
- Upon 100% completion of the builder’s internal sidewalks in The Ridge At Legacy Sections 1 & 2 the Principal of the performance guarantee may request the release of the subject performance guarantee. However, the 3-year maintenance guarantee amount must be calculated on 10% of the original performance guarantee amount, not on the reduced amount.

If these conditions are agreed to by Platinum Properties, I would recommend Board approval of Mr. Walter’s reduction request.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

Attachment: Platinum Properties reduction letter request

S:\BPW15\MISC\RIDGEATLEGACY1&2PERFORMANCEREDUCTION.DOC



November 6, 2015

David Barnes
Department of Engineering
One Civic Square
Carmel, Indiana 46032

RE: Performance Guarantee Reduction Request
The Ridge at Legacy Sections 1&2

Dear Dave:

On behalf of the owner of the Legacy projects, Falcon Nest II, LLC, please accept this letter as our formal request to reduce the value of a performance guarantee posted with the City related to the above referenced project. This item has been guaranteed under existing blanket Letter of Credit # 16785959 in accordance with the engineers estimates as follows:

- The Ridge at Legacy Section 1 & 2, Builder Sidewalks in the amount of \$68,300.00 – requested reduction to \$34,150.00.

The guarantee covers the cost to install sidewalks within the Right-of-Way on each individual lot as the homes are constructed. To date, 21 of the homes with sidewalks have been satisfactorily completed which leaves 21 homes to be completed. Therefore, we would like to reduce this bond to 50% of the original bond amount which is \$34,150.00. I have also attached a copy of the Legacy - City of Carmel Blanket Performance Guarantee (Letter of Credit) Tracking spreadsheet showing the amounts remaining for items guaranteed by the blanket Letter of Credit following release of this item and others requested under separate cover.

Please review the above request, and present it before the Board of Public Works for acceptance. If you will require additional information, please contact me to discuss.

Sincerely,

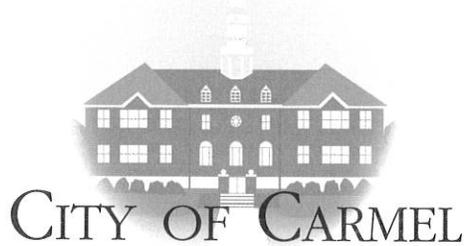
A handwritten signature in blue ink, appearing to read 'Timothy J. Walter'.

Timothy J. Walter, P.E.
Senior Project Manager

cc: Rajai Zumot, Falcon Nest II, LLC.
File.

Enclosure: (1)

317 818-2900 ♦ 317 863-2055
9757 Westpoint Drive, Suite 600 ♦ Indianapolis, IN 46256



October 30, 2015

JAMES BRAINARD, MAYOR

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: INDIANA SPINE GROUP – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

Dear Board Members:

Ms. Christine Kutruff, Indiana Spine Group, has requested the City accept a Grant of Perpetual Storm Water Quality Management Easement for the development of the Indiana Spine Group project, to be located on Pennsylvania Way (Part of the N.E. ¼ of Section 26, Township 18 North, Range 3 East in Clay Township, Hamilton County, Indiana – Exhibit attached).

The easement consists of 1.045 acres and encompasses the storm water quality system for the project.

Attached are the required grant of easement forms signed by the petitioner. The Law Department and Department of Engineering have reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\bpw15\misc\INDIANASPINEGRUPGRANTOFFEASEMENT.DOC

ORIGINAL

Cross Reference to Deed: 2008-006157

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT



This easement (the "Easement") is by and between the Indiana Spine Group, (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

APPROVED JMK

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to build on the Real Estate and, in connection with the construction, development and operation of the Indiana Spine Group Building Addition, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibit "A" in two parts (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not

diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

By Christine Kuttruff
Christine Kuttruff

Date: 10/7/2015

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Christine Kuttruff, who acknowledged execution of the foregoing Easement for and on behalf of Indiana Spine Hospital.

Witness my hand and Notarial Seal this 7th day of October, 2015 ^{84V}

My Commission Expires:
2/8/2020

Stephanie F. Vaughn
Notary Public

Residing in Manion County

Stephanie F. Vaughn
Printed Name



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

James Brainard, Mayor

Date: _____

Mary Ann Burke

Date: _____

Lori Watson

Date: _____

ATTEST:

Before me, a Notary Public in and for said County and State, personally appeared Lori Watson, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 201

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Diana L. Cordray, IAMC the Clerk Treasurer of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk Treasurer of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 201

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law –

_____.

Prepared by: _____.

Return to: _____.

EXHIBIT

BMP EASEMENT

ADJOINER:
STATE OF INDIANA
D.B. 240, PAGE 252

MERIDIAN STREET (U.S. 31)
L=467.835, R=2146.830

S01°12'11"E
124.69'

156.22'
S56°06'41"W

BMP EASEMENT
Area: ±1.045 Acres
(45517.13 S.F.)

ISG REAL ESTATE
INVESTMENTS LLC
INSTR. #2010-38367

INSTR. # 2008-006157

WEST LINE, NE 1/4, SEC. 26, 18N, 3E

N00°09'11"W 577.72'

135.17'

POINT OF
BEGINNING

321.40'
S44°41'05"W

PENNSYLVANIA WAY

SW COR. NE 1/4
SEC. 26, 18N, 3E



SURVEY FIRST LLC

LAND SURVEYORS & CIVIL ENGINEERS

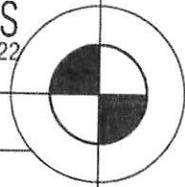
25 W. MARION STREET • DANVILLE, INDIANA 46122
PH: 317.745.9000 • FAX: 317.745.9008

Job No.: 125075B

Drawn By: TDH

Drawn Date: 6/10/15

Scale: 1" = 80'



EXHIBIT

BMP

Part of the Northeast Quarter of Section 26, Township 18 North, Range 3 East in Hamilton County, Indiana more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 26; thence North 00 degrees 09 minutes 11 seconds West (assumed bearing) along the West line of said Northeast Quarter 577.72 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 09 minutes 11 seconds West along said West line 135.17 feet to the Southern Limited Access Right of Way of U.S. 31 per state highway plans, Project No. ST-F-222(9) and an non-tangent curve to the right having a radius of 2146.83 feet, the radius point of which bears South 47 degrees 02 minutes 47 seconds East; thence Northeasterly along said curve 467.83 feet to the Northerly extension of the West line of land described in Instrument No. 200400024404, recorded in the Office of the Recorder of Hamilton County, Indiana and a point which bears North 34 degrees 33 minutes 38 seconds West from said radius point; thence South 01 degrees 12 minutes 11 seconds East along said Northerly extension 124.69; thence South 56 degrees 06 minutes 41 seconds West 156.22 feet; thence South 44 degrees 41 minutes 05 seconds West 321.40 feet to the POINT OF BEGINNING, containing 1.045 acres (45,517.13 square feet) more or less.

SURVEY FIRST LLC

LAND SURVEYORS & CIVIL ENGINEERS

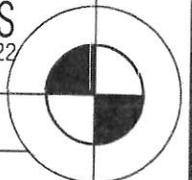
25 W. MARION STREET • DANVILLE, INDIANA 46122
PH: 317.745.9000 • FAX: 317.745.9008

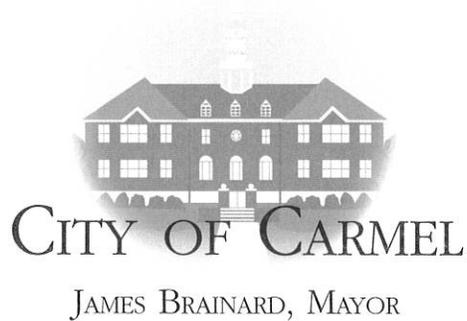
Job No.: 125075B

Drawn By: TDH

Drawn
Date: 06/10/15

Scale: 1" = 60'





November 5, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WOODLAND GOLF CLUB SUBDIVISION REPLAT – LOT 6 (2030 E. 110th Street)

Dear Board Members:

Ms. Ann Kaiser, owner of Lot 6 in Woodland Golf Club Subdivision (2030 E. 110th Street), has requested the Replat of Woodland Golf Club Subdivision Lot 6 be placed on the Board of Public Works and Safety agenda for Board approval and signatures.

The plat has been signed by the Department of Community Services. The Department of Engineering has reviewed and approved the replat for accuracy. Therefore, I recommend the Board approve and sign this replat.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, P.E.
City Engineer

Attachment: Mylar Replat

S:\BPW15\RECORDPLATWOODLANDGOLFCLUBLOT6.DOC

Mrs. Ann Kaiser
11006 Timber Lane
Carmel, Indiana 46032

November 4, 2015

Mr. Dave Barnes
Carmel Engineering Department
1 Civic Square, 1st Floor
Carmel, Indiana 46032

Re: Docket No. 15110001 SP: Replat, Lot 6, Woodland Golf Club Subdivision, Section 6.

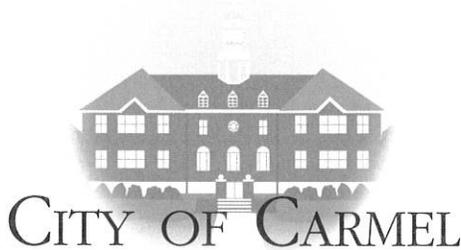
Dear Mr. Barnes:

Please consider this letter my formal request to be placed on the next available Board of Public Works meeting agenda. We are seeking administrative approval to shift the platted front building setback line on our property forward to become 45-ft, up from 75-ft. The property site is located at 2030 E. 110th St. It is zoned S-2/Residence.

If you have any questions, please call me at 317-797-3430. Thank you for your assistance.

Sincerely,

Ann Kaiser



November 6, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

JAMES BRAINARD, MAYOR

RE: SIDEWALK CLOSURE – VECTREN ENERGY – W. MAIN STREET AND PENNSYLVANIA WAY

Dear Board Members:

Ms. Resa Glover of Vectren Energy Delivery has requested approval for an excavation of sidewalk area to expose an existing 6" gas main and tap into and replace with a 4" plastic main to provide service to three new commercial buildings planned for the location on Pennsylvania Way. Boring of the new gas main north across West Main Street will be required for this gas main with the sidewalk area excavated to be approximately 3'x5'. The area of excavation is 49' south of the center line of West Main Street and 115' east of the center line of Pennsylvania Way. (Exhibit attached) Should underground utilities be located within the bore route core holes will be required to be drilled in the traffic lanes. Traffic control by means of proper signage and safety cones will be used if this is necessary.

The sidewalk will be temporarily repaired while the construction crew is on site. At a later date Case Construction will perform final repairs to City of Carmel specifications.

Work is scheduled to begin upon approval by the Board.

The Department of Engineering recommends that the Board approve the request for closure of the sidewalk contingent upon satisfaction of the following requirements:

- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the sidewalk prior to closure of the sidewalk.
- The petitioner agrees to post all signage identifying the sidewalk closure and detour route prior to closing the sidewalk. A sign, measuring at least 18"x12", shall be posted on all sides of the closure indicating detour route and shall read "SIDEWALK CLOSED".
- Any damage to the sidewalk or other improvements within the West Main Street right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.
- Work associated the project shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any materials or equipment cannot be stored in the right-of-way unless scheduled for immediate use or installation.
- The petitioner understands that approval is granted for the sidewalk closure only. All other items of work shown on the attached exhibits are subject to review and approval by the Department of Engineering and other Departments of the City as part of a separate approval process.

Page 2 of 2

VECTREN W. MAIN STREET SIDEWALK CLOSURE

November 6, 2015

- If core drilling is required lane restriction shall be maintained to allow traffic in both directions to continue on West Main Street.
- Core location holes shall be drilled and reset with the existing core plug utilizing the "Utilicoring System" provided by Utilicor Technologies, Inc., or equal. If not possible, contractor is to work with the Department of Engineering to establish an acceptable repair for the pavement.

Sincerely,



Jeremy Kashman, P.E.

City Engineer

ATTACHMENTS

S:\BPW15\CLOSURES\VECTRENWESTMAINSTREETSIDEWALKCLOSURE. DOC



PO Box 1700
Noblesville, IN. 46061
11/6/15

Engineering Department
City of Carmel

Dear Sir:

Please find attached the permit request to cut and remove a section of concrete sidewalk on the southeast side of W. Main St. and Pennsylvania Way. We will also be boring W. Main Street, possibly core drilling to expose other utilities and restricting traffic.

Our 6" plastic gas main lies under or near the sidewalk on the south side of W. Main St. To provide gas service to three new commercial buildings at 1420 and 1438 W. Main and 13225 N. Meridian St., the 6" gas main will have to be excavated and exposed. A new 4" plastic main will be tied in and bored across W. Main St. and extended on the east side of Pennsylvania Way.

Miller Pipeline will open a 3' x 5' receive pit and remove a section of sidewalk, 49' south of the center line of W. Main St. and 115' east of the center line of Pennsylvania Way. If 811 locates determine there are underground utilities in the path of the gas main bore, core holes will be drilled in the traffic lanes. There will be proper signage and safety cones placed in the construction area. Traffic control will also be used if required.

The sidewalk will be temporarily repaired while the construction crew is on site. At a later date Case Construction will perform final repairs to your specifications.

Hopefully this request has been submitted early enough that it can be presented to the Board of Works at their meeting on 11/18/15.

If you have further questions about the project, please contact me at the office phone number listed below.

Sincerely,

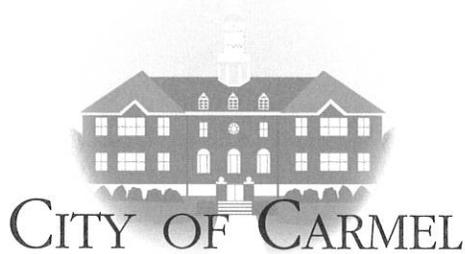
A handwritten signature in blue ink that reads "Resa Glover".

Resa Glover, Engineering Technician
Vectren Energy Delivery
317-776-5550 phone
317-776-5553 fax
tglover@vectren.com



DATE: 11-06-2015	DESIGNER: S. WILLIAMS	OC: NOBLESVILLE	DIVISION: NE	CUSTOMER / LOCATION: CROWN LIQUORS—MAIN EXTENSION 1420 W Main Street Carmel IN	
ORACLE #: 15583002041301	STATE: IN	CITY/TOWNSHIP: CARMEL	PROPOSED MAOP: 60 PSIG		
MAXIMO #: 12896953	SCALE: NTS	COUNTY: HAMILTON	TAX LOC. #: ###		
SHEET 1 OF 2	LATITUDE: 39.977983	LONGITUDE: -86.153141	GIS GRID (MAP) #: 188-151		





November 10, 2015

JAMES BRAINARD, MAYOR

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: LANE RESTRICTION & SIDEWALK CLOSURE – TURKEY HILL MINI MARKET - RANGELINE ROAD & CARMEL DRIVE

Dear Board Members:

Mr. Dave Parnell, T & W Corporation, is requesting a lane restriction and sidewalk closure for the replacement of sidewalk and curb at the entrance of Turkey Hill Market located at Rangeline Road and Carmel Drive. The easternmost lane of northbound Rangeline Road will require restriction for the work. The sidewalk and curb work is approximately 200' north of the intersection of Rangeline Road and Carmel Drive. (Exhibits attached)

There are no anticipated pavement street cuts. Work is scheduled to begin upon approval by the Board.

The Department of Engineering recommends that the Board approve the requested lane restriction and sidewalk closure conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Development of a Maintenance of Traffic Plan conforming to INDOT Work Zone Safety Manual covering lane restrictions shall be developed by the petitioner and reviewed and approved by the Department of Engineering prior to implementation.
- Petitioner agrees to post proper lane restriction signage in accordance with the approved Maintenance of Traffic Plan.
- Lane restriction on Rangeline Road shall maintain at least one lane of northbound traffic during hours of work.
- The Department of Engineering shall be provided a minimum 48-hour notification of lane restriction prior to commence of work.
- Access to Turkey Hill Market and Kroger Supermarket shall be maintained at all times by means of other entrances.
- Work shall be restricted to the hours of 9:00 AM to 3:00 PM.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route for the sidewalk prior to closure of the sidewalk.
- The petitioner agrees to post all signage identifying the sidewalk closure and detour route prior to closing the sidewalk. A sign, measuring at least 18"x12", shall be posted on all sides of the closure indicating detour route and shall read "SIDEWALK CLOSED".

Page 2 of 2
TURKEY HILL MARKET LANE RESTRICTION
November 10, 2015

- Any damage to the sidewalk or other improvements within the Rangeline Road right-of-way connected with the construction of the project shall be restored to comply with all city codes and standards to the satisfaction of the City when work is complete.

Sincerely,



Jeremy Kashman, P.E.
City Engineer

ATTACHMENTS

S:\BPW15\CLOSURES\TURKEYHILLANERESTRICTION.DOC

CITY OF CARMEL RIGHT-OF-WAY PERMIT

PERMIT NUMBER: _____

TODAY'S DATE: 11-9-2015 ESTIMATED DATE OF WORK: NOV 2015

APPLICANT (Person doing the work) Dave Parnell (Krusty Estes)

COMPANY: T&W CORPORATION

ADDRESS: 3841 W. Morris St, Indpls, IN 46241

PHONE: 317-244-7637 EMAIL PERMIT TO: dparnell@twcorp.net

CUSTOMER: Turkey Hill - TH Midwest Inc

ADDRESS: 2600 Corporate Exchange Dr

PHONE: Columbus, OH 43231

ADDRESS OF PROJECT: 1221 S. Rangeline Rd, Carmel

DESCRIPTION OF WORK (check all that apply)

ROAD BORE	<input type="checkbox"/>	DRIVEWAY REPLACEMENT	<input checked="" type="checkbox"/>
CONSTRUCTION ENTRANCE	<input type="checkbox"/>	LANE CLOSURE	<input checked="" type="checkbox"/> <i>partial</i>
STREET CUT	<input type="checkbox"/>	ROAD CLOSURE	<input type="checkbox"/>
OTHER	<input type="checkbox"/>		

DESCRIPTION: remove & replace curb and sidewalk

TYPE OF SURFACE CUT (if applicable): concrete

NOTE: OPEN CUTS IN PAVEMENT REQUIRE BOARD OF PUBLIC WORKS (BPW) APPROVAL

USE OF HEAVY EQUIPMENT YES NO

DRAWING ATTACHED YES NO

***NOTE: ON REVERSE SIDE OF THIS PERMIT, PROVIDE NAMES AND CONTACTS OF ALL SUB-CONTRACTORS INVOLVED**

SURETY BOND. Please see Item #1 of the Right-of-Way Conditions.

BONDING COMPANY: The Ohio Casualty Ins Comp

BONDING NUMBER: 601097660

EXPIRATION DATE: indefinite term

As applicant for this Right-of-Way Permit, I understand and agree to all of the specifications and conditions listed on the attached sheet.

Krusty A Estes Krusty Estes - office mgr

(Applicant's Signature) (Print Name)

PERMIT GRANTED BY: _____ DATE ISSUED: _____

(City Official)

COMMENTS:

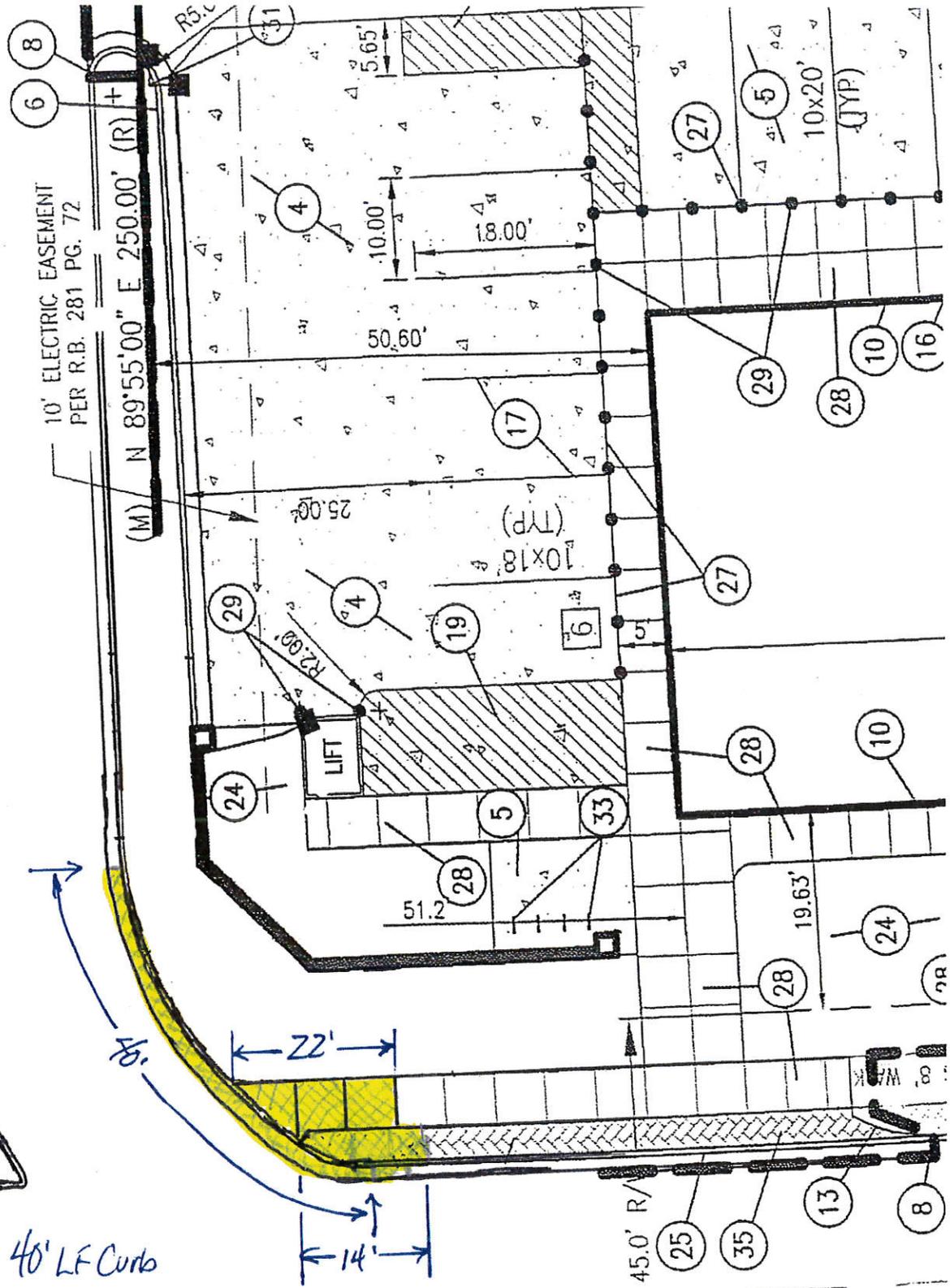
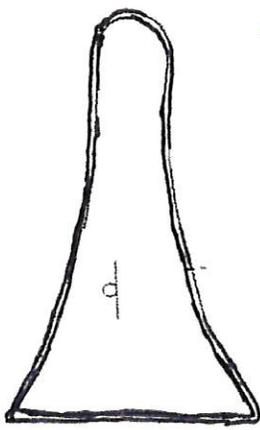
REPAIR WORK INSPECTED AND APPROVED

I have inspected the repair of the above right-of-way and find it to be completely satisfactory.

(City Inspector)

(Date Released)

KROGER LIMITED PAI
INSTRUMENT NO. 9

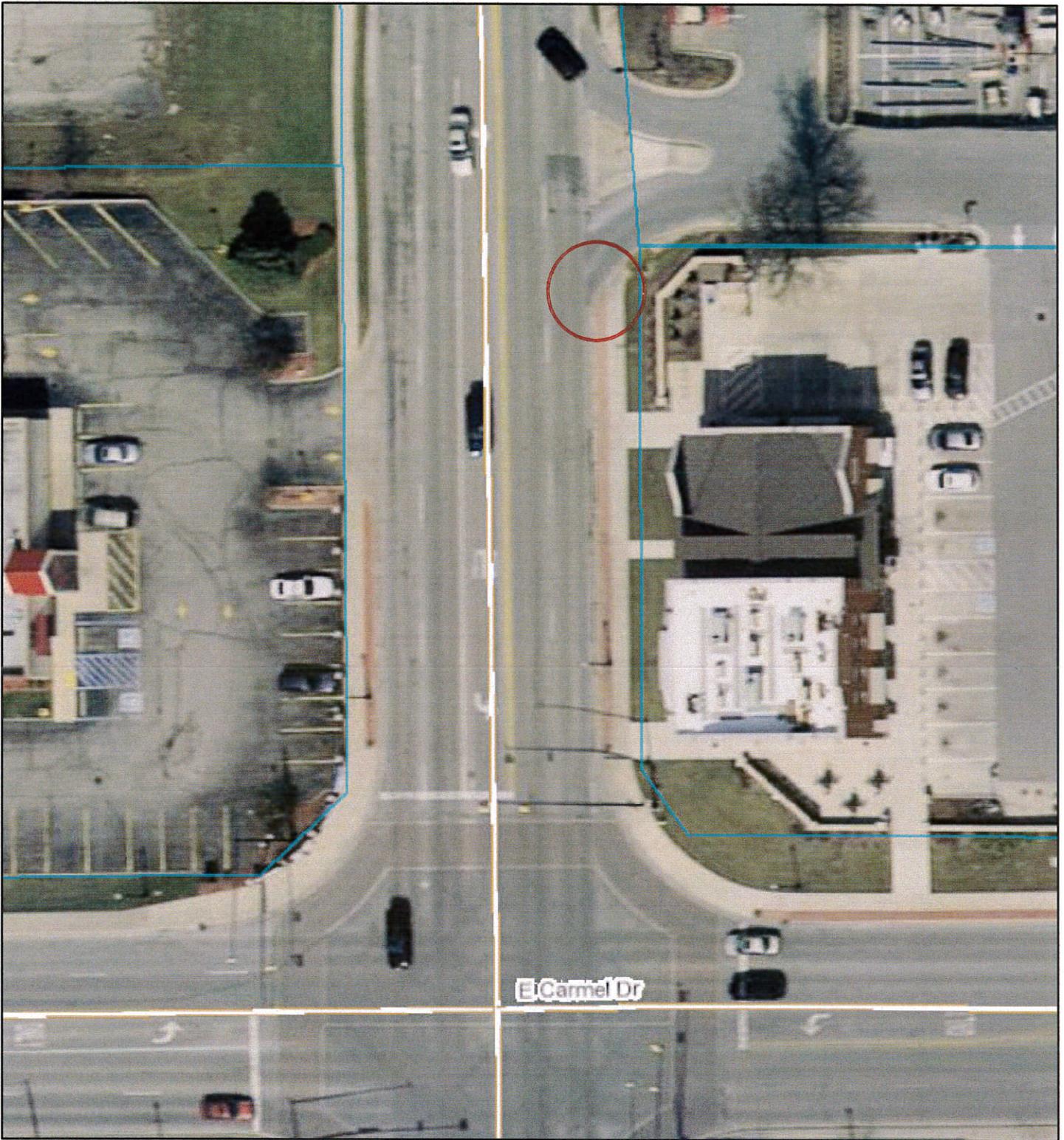


40' LF Curb
22' LF Sidewalk
14' LF Stamped-Red Sidewalk

← Range Line Rd →

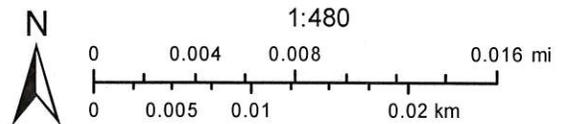
APP. 45.0' R/

TURKEY HILL MARKET

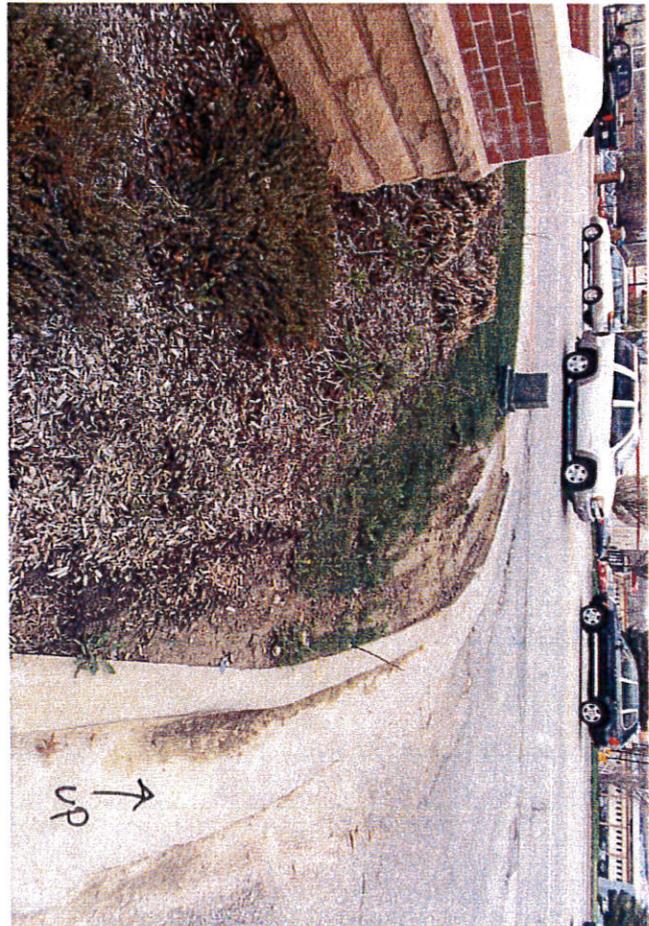
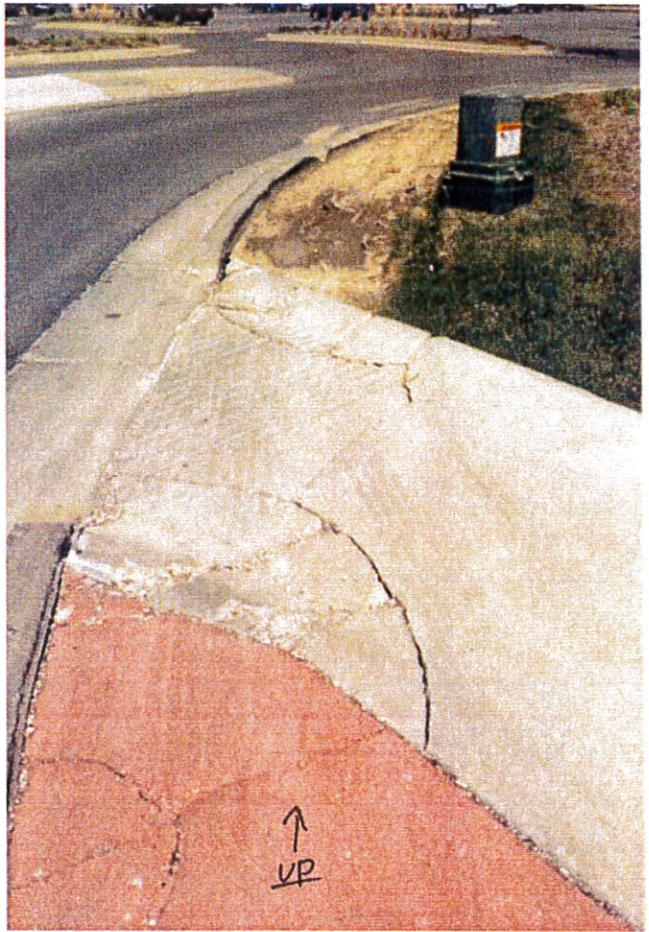


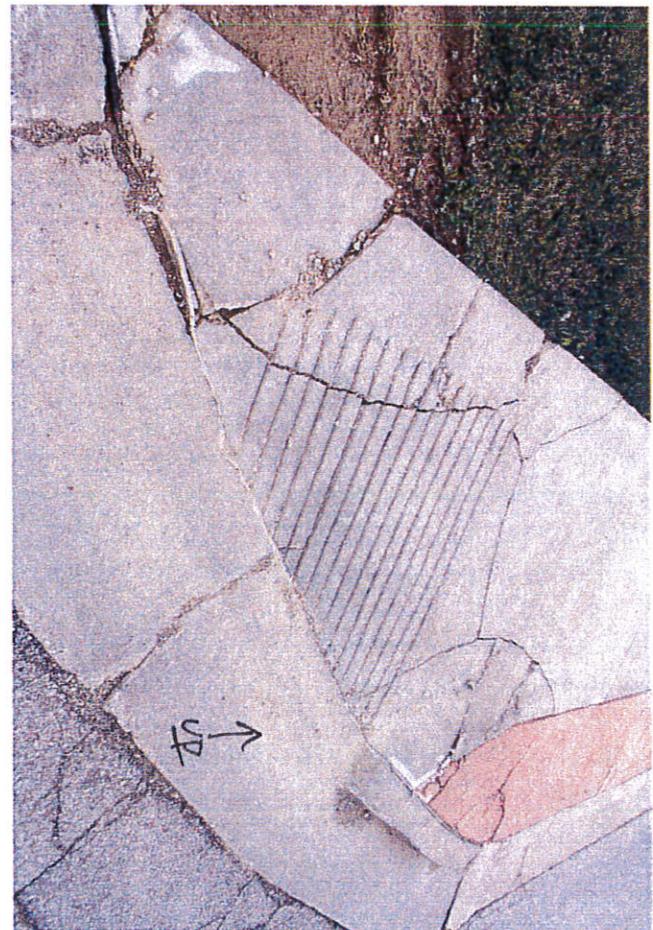
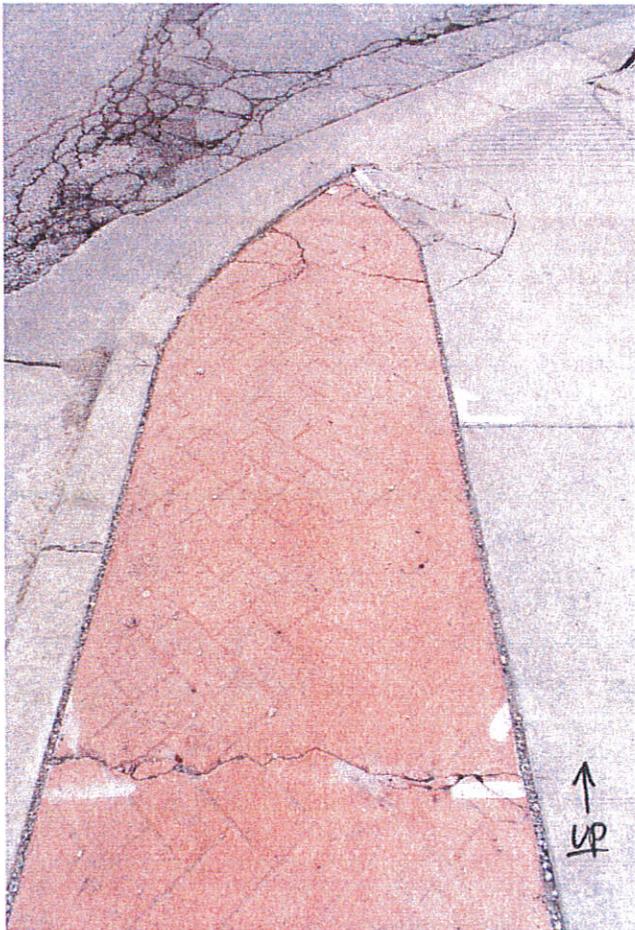
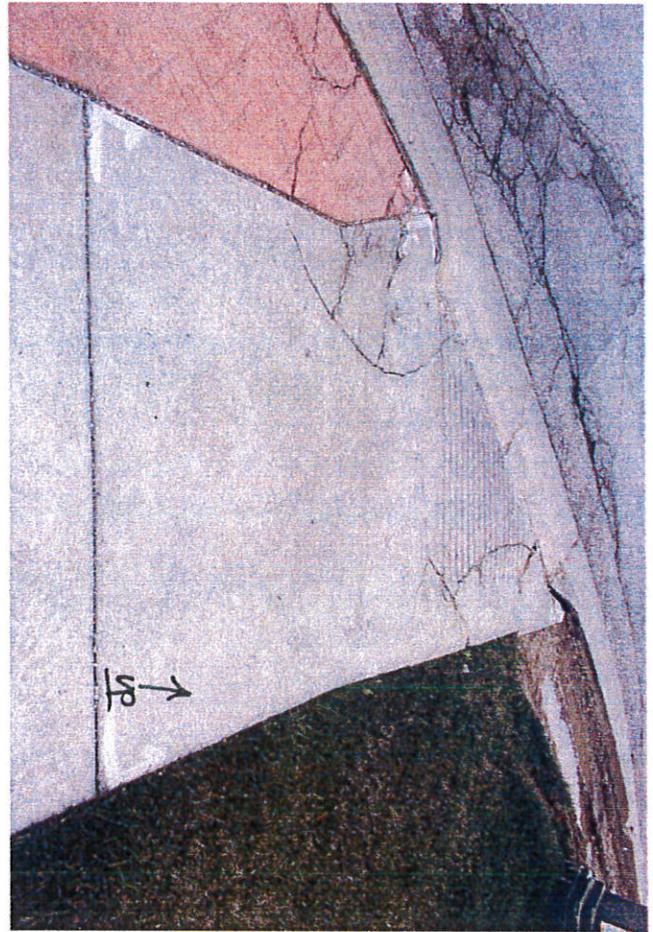
November 10, 2015

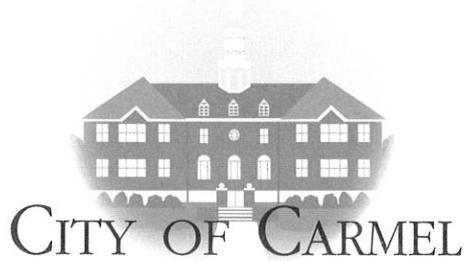
 Parcels



Basemap information here







JAMES BRAINARD, MAYOR

October 12, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: REQUEST FOR VARIANCE (LANDSCAPING IN EASEMENT) – 2455 LONDONBERRY BLVD, CARMEL INDIANA 46032

Dear Board Members:

Mr. & Mrs. Alfred Wachter & Nancy J Wachter, owners of the property with the common address of 2455 Londonberry Blvd, (Lot 22, Windsor Grove) have requested a variance from Section 6-227(a)(4) and 6-227(a)(5) of the City of Carmel Code for the installation of landscaping in a portion of the lot designated as an easement.

It is not expected that the installation of the landscaping at the proposed location will result in a Detriment (as defined in City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

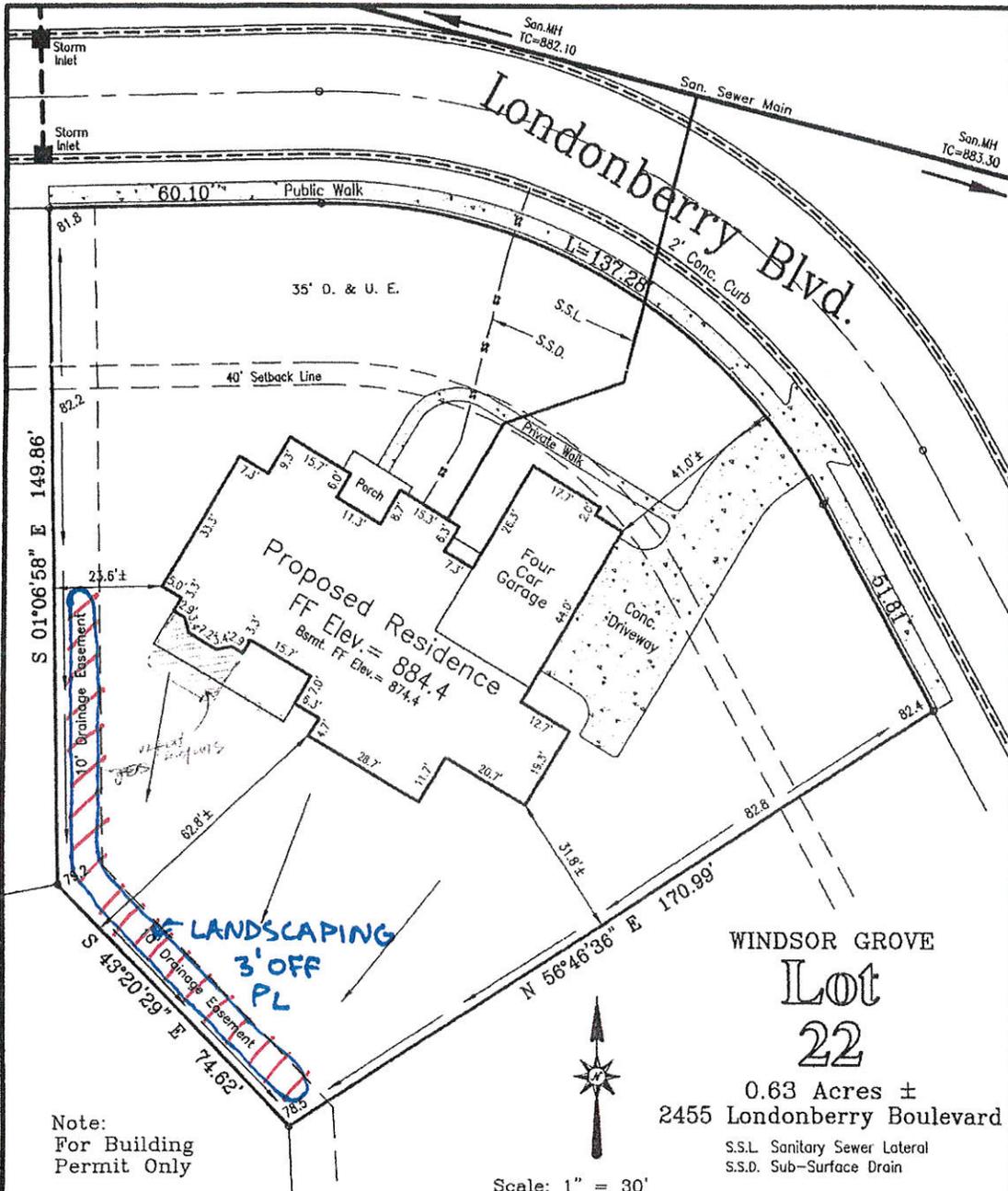
1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues that, in the opinion of the City, represent a Detriment as defined in City Code.
3. Petitioners agree not to modify the grade of the easement from the original design conditions in the 3' section along the property line.
4. Landscaping may only encroach 7' into the 10' D.E. to facilitate drainage along the property lines for adjacent properties.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW15\2455LONDONBERRYBLVDREQUESTFORVARIANCELANDSCAPING.DOC

EXHIBIT B



WINDSOR GROVE
Lot 22
 0.63 Acres ±
 2455 Londonberry Boulevard
 S.S.L. Sanitary Sewer Lateral
 S.S.D. Sub-Surface Drain

Land Description

Lot #22 in WINDSOR GROVE, an addition to Clay Township, Hamilton County, Indiana as per plat thereof recorded as instrument number 200200015758 Plat Cabinet No. 2, Slide No. 755 in the Office of the Recorder of Hamilton County, Indiana.

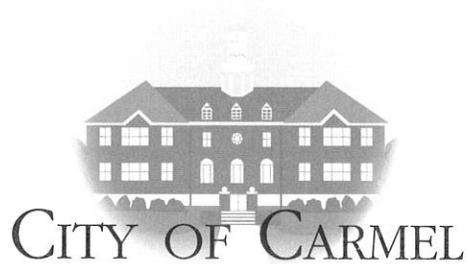
I, the undersigned hereby certify that the above plot plan and description to be true and correct to the best of my knowledge, information, and belief, and is NOT intended or represented to be a property line survey and does NOT purport to be sufficient for the location of corner stakes or the establishment of property lines.

WITNESS my hand and Registered Land Surveyors Seal this 11th day of June, 2002.


 Robert D. Peterson
 Registered Land Surveyor
 State of Indiana No. 9600005



Prepared By:
POLARIS LAND SURVEYING
 10130 East 96th Street
 Fishers, Indiana 46038
 (317) 849-4877 fax (317) 849-4926



JAMES BRAINARD, MAYOR

November 6, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: CONSENT TO ENCROACH – 596 MELARK DRIVE – PATIO IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Mr. & Mrs. Frederick Heckman, 596 Melark Drive, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Works for approval during the November 18, 2015 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT

S:\BPW15\596MELARKDRENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Frederick W Heckman & Lynn A Heckman, 596 Melark Drive, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 4 ("Lot") in the Enclave of Carmel which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 1, Slide 192, Instrument 1991025567 in the Office of the Hamilton County Recorder on September 26, 1991, as The Enclave of Carmel (the "Plat"); and

WHEREAS, the current Owner wishes to install a concrete patio on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Utility, Drainage, and Landscape Easement, identified as "15' U.D. & LANDSCAPE EASMENT" on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on November 18, 2015; and



WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

FREDERICK W HECKMAN

Frederick W. Heckman
 Signature
 Date: 10.29.2015

LYNN A HECKMAN

Lynn A. Heckman
 Signature
 Date: 10-29-15

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared FREDERICK W HECKMAN & LYNN A HECKMAN, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 29th day of October, 2015
Lisa Scott
 NOTARY PUBLIC

My Commission Expires:
1.5.17

Lisa Scott
 Printed Name

My County of Residence: Hamilton

“CITY”

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Diana Cordray, IAMC, Clerk-Treasurer
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and DIANA L. CORDRAY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroach” on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by Douglas C. Haney, Esquire, City Attorney, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

EXHIBIT A

LOT 4 IN THE ENCLAVE OF CARMEL, RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON SEPTEMBER 26, 1991 IN PLAT CABINET 1, SLIDE 192, INSTRUMENT 1991025567

EXHIBIT B

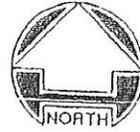
002/002

The Enclave of Carmel

Instrument No. 9125567

596 Melark Drive

Lot No. 4



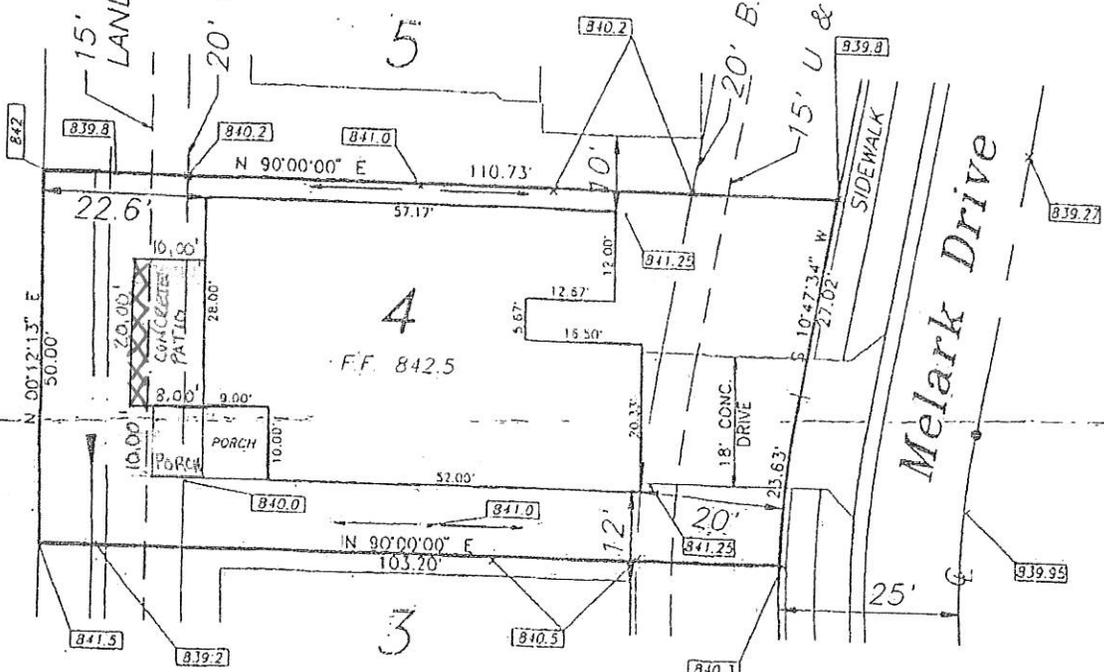
SCALE: 1"=20'

15' & U.D. & LANDSCAPE EASEMENT

20' B.S.L.

20' B.S.L.

15' U & D ESMT.



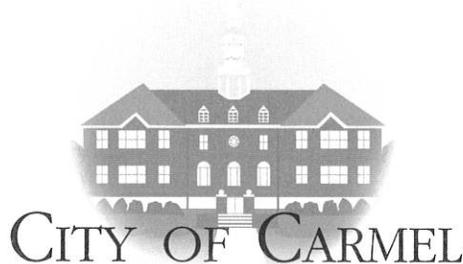
Eaton & Lauth
 Community Development
 10333 N. Meridian St.
 INDPLS. IN



WOOLPERT

7140 Waldern Drive
 Indianapolis, Indiana 46268-4192

November 11, 1993



November 6, 2015

JAMES BRAINARD, MAYOR

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: REQUEST FOR VARIANCE (FENCE AND LANDSCAPING IN EASEMENT) – 6582 BRAUER LANE, CARMEL INDIANA 46033

Dear Board Members:

Mr. & Mrs. David Halt, owners of the property with a common address of 6582 Brauer Lane, (Lot 10, The Ridge at the Legacy, Section 1), have requested a variance from Section 6-227(a)(4) of the City of Carmel Code for the installation of a fence and landscaping in a portion of the lot designated as an easement.

It is not expected that the installation of the fence and landscaping at the proposed location will result in a Detriment (as defined in City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

1. Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement.
2. Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the fence that, in the opinion of the City, represent a Detriment as defined in City Code.
3. Petitioners must obtain approval from the HOA for installation of the fence if such approval is required by the restrictive covenants of the development.
4. Existing grade and elevations must not be altered or modified within the drainage easements.
5. Fence may only encroach 8 feet into the 15' D.U. & S.E. along the back property line to allow for proper drainage in the swale and protect underground infrastructure.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

S:\BPW15\6582BRAUERLNREQUESTFORVARIANCEFENCELANDSCAPING.DOC

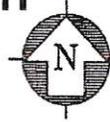
EXHIBIT B



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
 phone: 317.849.5935 fax: 317.849.5942



JOB ID. RLEG.10

CONTROL# 67992 RYAN

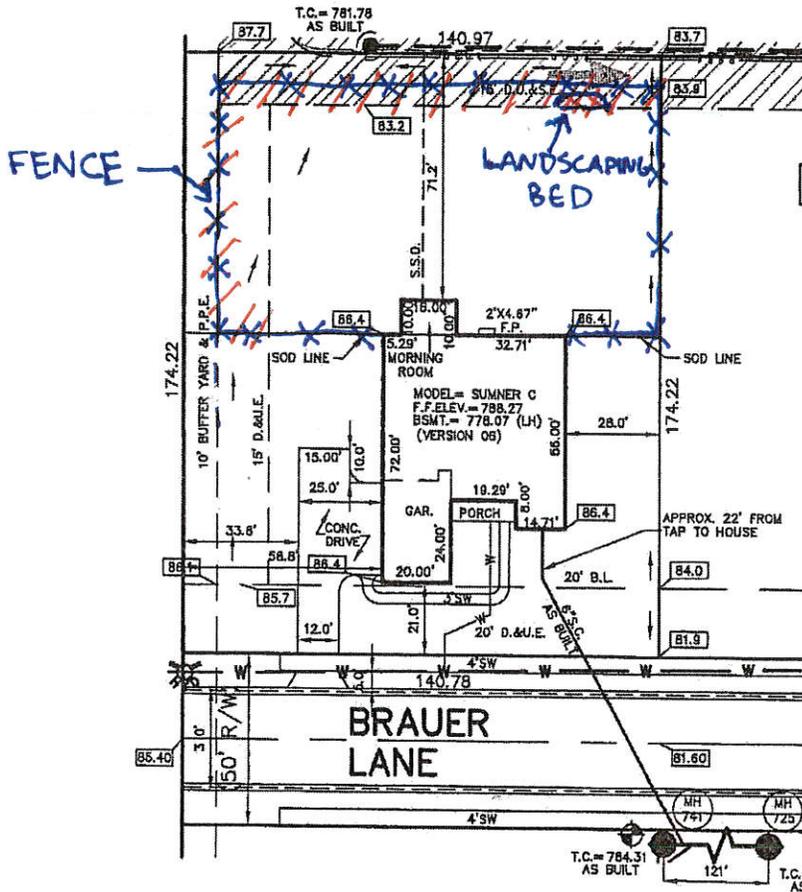
LOT 10
 THE RIDGE AT
 THE LEGACY
 SECTION ONE
 INSTR.#2013002737
 P.C. #5, SLIDE #39

6582 BRAUER LANE
 CARMEL, IN 46033

1" = 40'

LOT AREA: 24,543 Sq. Ft.

M.F.P.G./L.A.G.=784.90



- LEGEND:
- XX.X PROPOSED GRADE PER PLAN
 - XX.XAB AS BUILT GRADE
 - S.S.D. SUB-SURFACE DRAIN
 - SANITARY SEWER
 - STORM SEWER
 - WATER MAIN
 - 3/4" WATER CONNECTION
 - SWALE

- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- FIRE HYDRANT
- ▼ END SECTION

- D.U.&S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- D.U.E. DRAINAGE, UTILITY & SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- D.&U.E. DRAINAGE & UTILITY EASEMENT
- P.P.E. PLANT PRESERVATION EASEMENT
- B.L. BUILDING LINE
- L.W.A.E. LANDSCAPE, MAINTENANCE ACCESS EASEMENT
- L.C.A. LIMITED COMMON AREA
- N.A.E. NON-ACCESS EASEMENT
- R.D.E. REGULATED DRAINAGE EASEMENT
- M.F.P.G./L.A.G. MINIMUM FLOOD PROTECTION GRADE / LOWEST ADJACENT GRADE
- BMP VAR. BEST MANAGEMENT PRACTICES VARIABLE

ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.



Curtis C. Huff

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

ZONING: R10
 5' MINIMUM SIDE YARD
 10' MINIMUM BETWEEN STRUCTURE
 20' MINIMUM REAR YARD

1 REV MOVED HSE LEFT 10'
 08/28/13 HAM
 08/23/13 KJLM

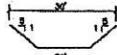


BENCHMARK
 TOP OF CASTING = 784.31

RYAN HOMES
 3885 PRIORITY WAY SOUTH DRIVE
 INDIANAPOLIS, IN 46240, SUITE 110

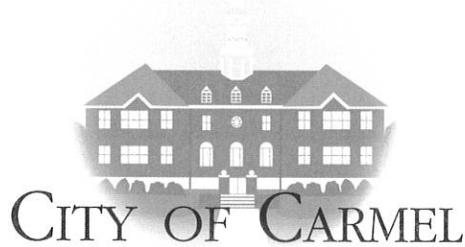
- SOD: 1,028 ± Sq. Yd.
- SEEDING: 11,277 ± Sq. Ft.
- CONC. DRIVEWAY: 1,105 ± Sq. Ft.
- PRIVATE WALK: 204 ± Sq. Ft.
- PUBLIC WALK: 500 ± Sq. Ft.
- APRON: 135 ± Sq. Ft.

EMERGENCY FLOOD ROUTE



TYP. EMERGENCY OVERFLOW WEIR

EMERGENCY FLOOD ROUTE AREA



JAMES BRAINARD, MAYOR

November 6, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: CONSENT TO ENCROACH – 2455 LONDONBERRY BLVD – LANDSCAPING IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Mr. & Mrs. Alfred & Nancy Wachter, 2455 Londonberry Blvd, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Works for approval during the November 18, 2015 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT

S:\BPW15\2455LONDONBERRYBLVDENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Wachter, Alfred J Trustee of Alfred John Wachter Rev Lvg Trust & Nancy J Wachter Trustee of Nancy Jane Wachter Rev Lvg Trust, 2455 Londonberry Boulevard, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 22 ("Lot") in Windsor Grove which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 3, Slide 45, Instrument Number 2002065082 in the Office of the Hamilton County Recorder on September 10, 2002, as Windsor Grove (the "Plat"); and

WHEREAS, the current Owner has installed landscaping, on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Drainage Easement, identified as "10' Drainage Easement" on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on November 18, 2015; and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to further alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

ALFRED J WACHTER, ~~Wachter, Alfred J~~ Trustee of Alfred John Wachter Rev Lvg Trust

Signature: *[Handwritten Signature]*
 Date: 10/1/15

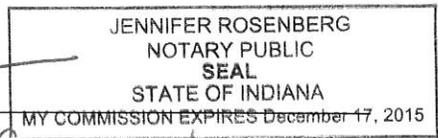
NANCY J WACHTER, Nancy J Wachter Trustee of Nancy Jane Wachter Rev Lvg Trust

Signature: *[Handwritten Signature]*
 Date: 10/1/15

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared ALFRED J WACHTER & NANCY J WACHTER, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 1 day of October, 2015.



My Commission Expires: 12/17/15

NOTARY PUBLIC *[Handwritten Signature]*
 Printed Name Jennifer Rosenberg
 My County of Residence: Hamilton

“CITY”

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Diana Cordray, IAMC, Clerk-Treasurer
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and DIANA L. CORDRAY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroach” on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

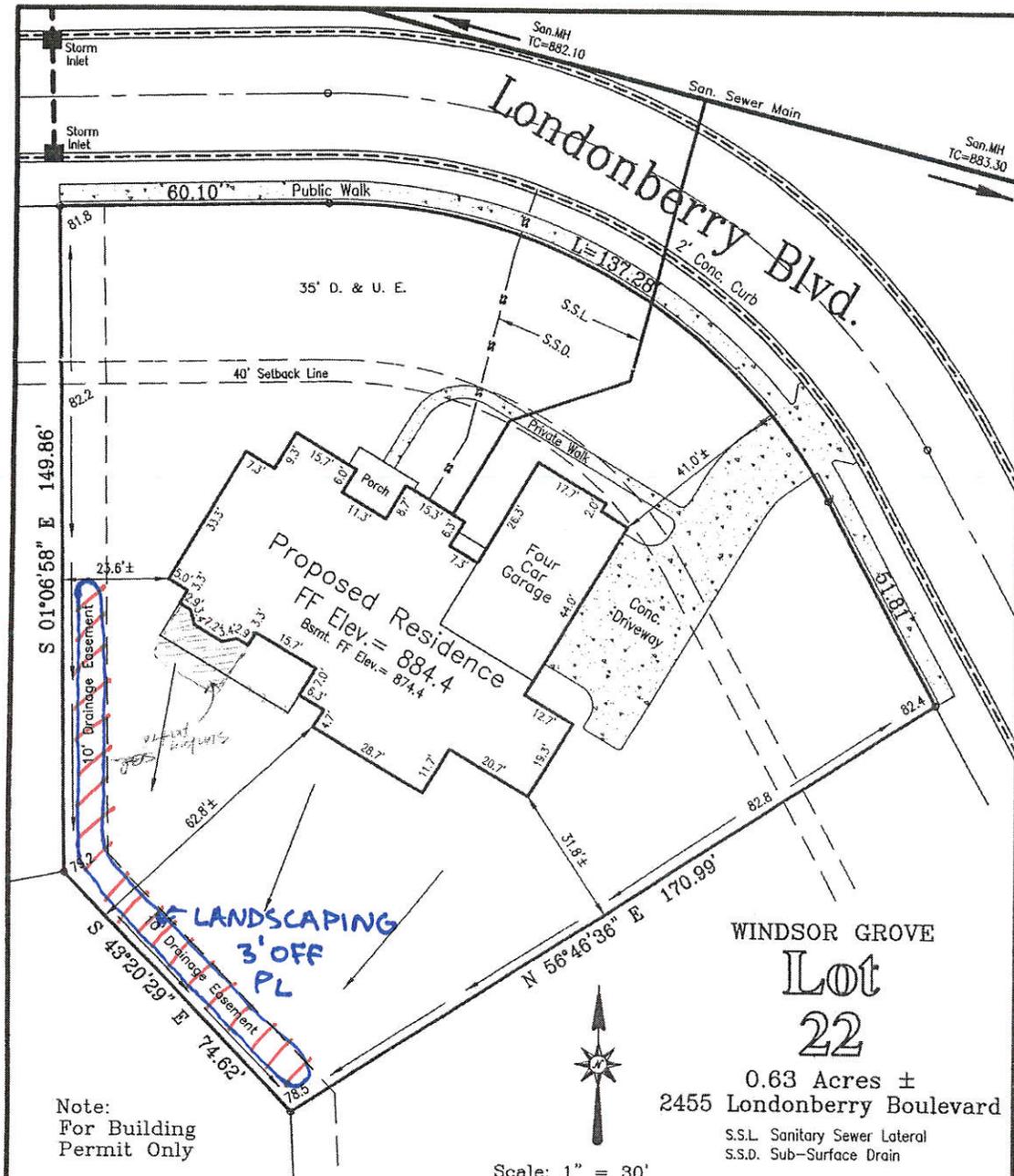
This instrument was prepared by Douglas C. Haney, Esquire, City Attorney, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

EXHIBIT A

LOT 22 IN THE WINDSOR GROVE SUBDIVISION RECORDED IN THE OFFICE OF THE HAMILTON COUNTY
RECORDER ON SEPTEMBER 10, 2002 IN PLAT CABINET 3, SLIDE 45, AS INSTRUMENT #2002065082

EXHIBIT B



Land Description

Lot #22 in WINDSOR GROVE, an addition to Clay Township, Hamilton County, Indiana as per plat thereof recorded as instrument number 200200015758 Plat Cabinet No. 2, Slide No. 755 in the Office of the Recorder of Hamilton County, Indiana.

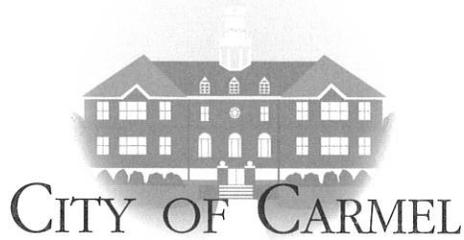
I, the undersigned hereby certify that the above plot plan and description to be true and correct to the best of my knowledge, information, and belief, and is NOT intended or represented to be a property line survey and does NOT purport to be sufficient for the location of corner stakes or the establishment of property lines.

WITNESS my hand and Registered Land Surveyors Seal this 11th day of June, 2002.


Robert D. Peterson
Registered Land Surveyor
State of Indiana No. 9600005



Prepared By:
POLARIS LAND SURVEYING
10130 East 96th Street
Fishers, Indiana 46038
(317) 849-4877 fax (317) 849-4926



JAMES BRAINARD, MAYOR

November 6, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: CONSENT TO ENCROACH – 596 MELARK DRIVE – PATIO IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Mr. & Mrs. Frederick Heckman, 596 Melark Drive, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Works for approval during the November 18, 2015 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT

S:\BPW15\596MELARKDRENCROACHMENT.DOC

CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Frederick W Heckman & Lynn A Heckman, 596 Melark Drive, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 4 ("Lot") in the Enclave of Carmel which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 1, Slide 192, Instrument 1991025567 in the Office of the Hamilton County Recorder on September 26, 1991, as The Enclave of Carmel (the "Plat"); and

WHEREAS, the current Owner wishes to install a concrete patio on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Utility, Drainage, and Landscape Easement, identified as "15' U.D. & LANDSCAPE EASMENT" on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on November 18, 2015; and



WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

FREDERICK W HECKMAN

Frederick W. Heckman
 Signature
 Date: 10.29.2015

LYNN A HECKMAN

Lynn A. Heckman
 Signature
 Date: 10-29-15

STATE OF INDIANA)
) SS:
 COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared FREDERICK W HECKMAN & LYNN A HECKMAN, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 29th day of October, 2015
Lisa Scott
 NOTARY PUBLIC

My Commission Expires:
1.5.17

Lisa Scott
 Printed Name

My County of Residence: Hamilton

“CITY”

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Diana Cordray, IAMC, Clerk-Treasurer
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and DIANA L. CORDRAY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroach” on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by Douglas C. Haney, Esquire, City Attorney, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

EXHIBIT A

LOT 4 IN THE ENCLAVE OF CARMEL, RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON SEPTEMBER 26, 1991 IN PLAT CABINET 1, SLIDE 192, INSTRUMENT 1991025567

EXHIBIT B

002/002

The Enclave of Carmel

Instrument No. 9125567

596 Melark Drive

Lot No. 4



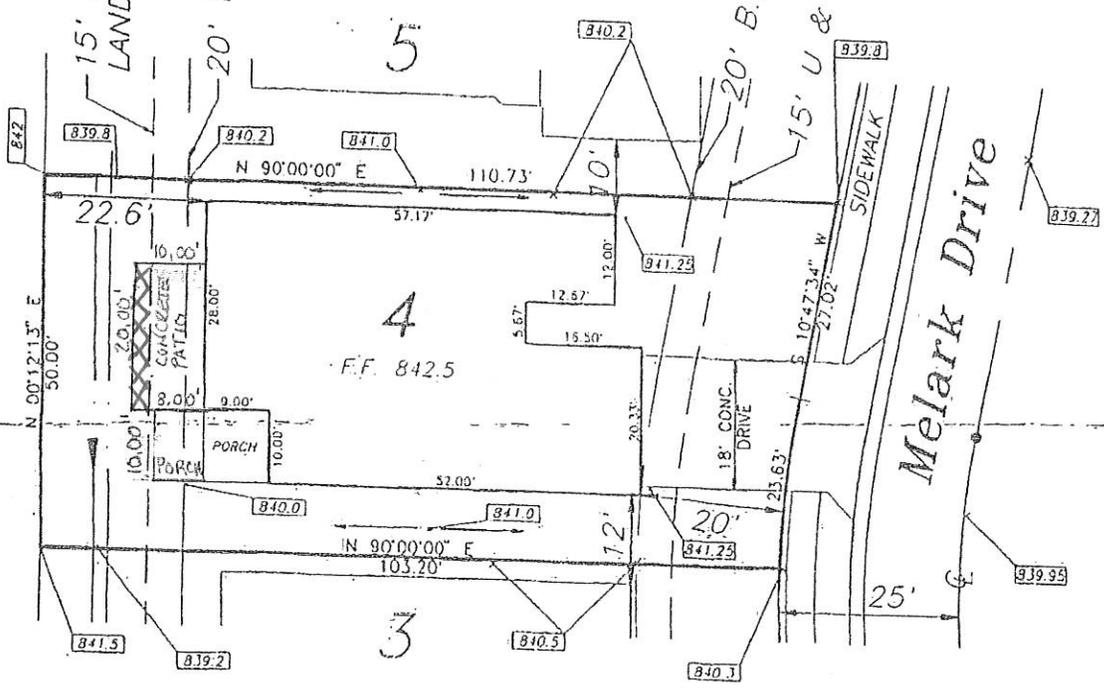
SCALE: 1"=20'

15' & U.D. & LANDSCAPE EASEMENT

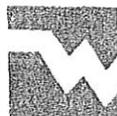
20' B.S.L.

20' B.S.L.

15' U & D ESMT.



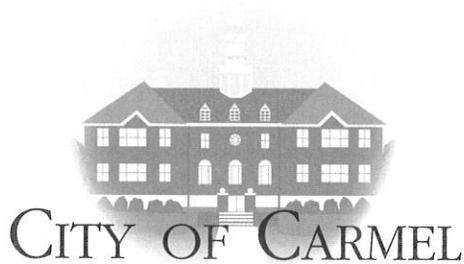
Eaton & Lauth
 Community Development
 10333 N. Meridian St.
 INDPLS. IN



WOOLPERT

7140 Waldernar Drive
 Indianapolis, Indiana 46268-4192

November 11, 1993



JAMES BRAINARD, MAYOR

November 6, 2015

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: CONSENT TO ENCROACH – 6582 BRAUER LANE – FENCE AND LANDSCAPING IN EASEMENT

Dear Board Members:

A Consent to Encroach document signed by Mr. & Mrs. David Halt, 6582 Brauer Lane, is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Works for approval during the November 18, 2015 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT

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CONSENT TO ENCROACH



THIS CONSENT TO ENCROACH (hereinafter the “Agreement”) is entered into by and between David J Halt Sr and Cynthia J Halt, 6582 Brauer Lane, Carmel, Hamilton County, Indiana 46033, (individually and collectively, “Owner”), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety (“City”).

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 10 (“Lot”) in The Ridge at the Legacy, Section One which is located within the corporate limits of the City of Carmel, Indiana (“Subdivision”), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the official plat of the Subdivision was recorded in Plat Cabinet 5, Slide Number 39, Instrument Number 2013002737 in the Office of the Hamilton County Recorder on January 11, 2013, as The Ridge at the Legacy, Section One (the “Plat”); and

WHEREAS, the current Owner wishes to install a fence and landscaping on the Lot (the “Site Improvement”); and

WHEREAS, Owner has given the City a sketch (“Sketch”) depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as a Drainage, Utility, and Sewer Easement and a Drainage and Utility Easement, identified as “15’ D.U.&S.E” and “15’ D.&U.E.” on Exhibit B (the “Easement”); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the “Encroachment”) upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approved the Owner's request for a variance from Carmel City Code Section 6-227(4) on November 18, 2015; and

DGH. CGW

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner.
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.

8. Owner agrees to record this Agreement in the Office of the Hamilton County Recorder and to provide to City a recorded copy of same within ten (10) business days of the effective date of this Agreement. In the event this Agreement is not timely recorded by Owner, Owner agrees and consents to City recording same, at Owner's sole expense.
9. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
10. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
11. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
12. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
13. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
14. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

DAVID J HALT SR

David J. Halt Sr.
 Signature
 Date: 11-2-15

CYTHNIA J HALT

Cynthia J. Halt
 Signature
 Date: 11-2-2015

STATE OF INDIANA)
 COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared DAVID J HALT SR & CYNTHIA J HALT, by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or her voluntary act and deed.

Witness my hand and Notarial Seal this 2nd day of NOV, 2015

Lisa M Scott
 NOTARY PUBLIC
Lisa M Scott
 Printed Name

My Commission Expires:
1-5-17

My County of Residence: Hamilton

“CITY”

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori Watson, Member
Date: _____

ATTEST:

Diana Cordray, IAMC, Clerk-Treasurer
Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BRAINARD, MARY ANN BURKE and LORI WATSON, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and DIANA L. CORDRAY, Clerk-Treasurer of THE CITY OF CARMEL, who acknowledged the execution of the foregoing “Consent To Encroach” on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by Douglas C. Haney, Esquire, City Attorney, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Douglas C. Haney, Esquire

EXHIBIT A

LOT 10 IN THE RIDGE AT THE LEGACY, SECTION ONE RECORDED IN THE OFFICE OF THE HAMILTON COUNTY RECORDER ON JANUARY 11, 2013 IN PLAT CABINET 5, SLIDE 39, AS INSTRUMENT #2013002737

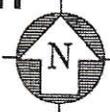
EXHIBIT B



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942



JOB ID # RLEG.10

CONTROL# 67992 RYAN

LOT 10
THE RIDGE AT
THE LEGACY
SECTION ONE

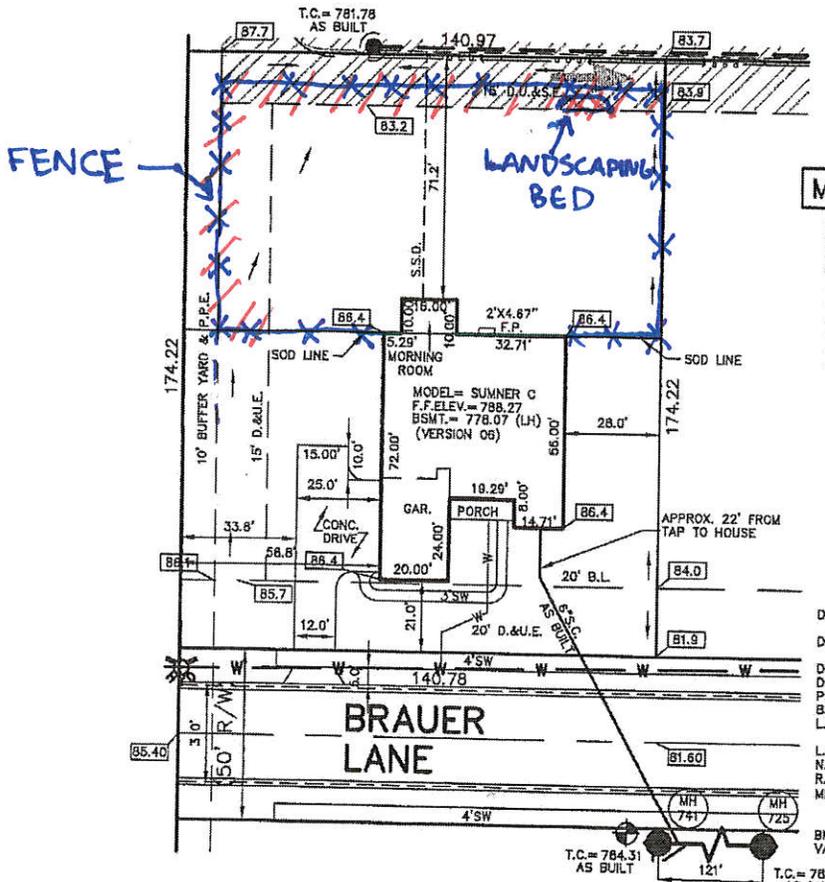
INSTR. #2013002737

P.C. #5, SLIDE #39
6582 BRAUER LANE
CARMEL, IN 46033

1" = 40'

LOT AREA: 24,543 Sq. Ft.

M.F.P.G./L.A.G. = 784.90



- LEGEND:
- XX.X PROPOSED GRADE PER PLAN
 - XX.XAB AS BUILT GRADE
 - S.S.D. SUB-SURFACE DRAIN
 - SANITARY SEWER
 - STORM SEWER
 - W WATER MAIN
 - 3/4" WATER CONNECTION
 - SWALE

- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- FIRE HYDRANT
- END SECTION

- D.U.&S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- D.U.&S.E. DRAINAGE, UTILITY & SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- D.&U.E. DRAINAGE & UTILITY EASEMENT
- P.P.E. PLANT PRESERVATION EASEMENT
- B.L. BUILDING LINE
- L.M.A.E. LANDSCAPE, MAINTENANCE ACCESS EASEMENT
- L.C.A. LIMITED COMMON AREA
- N.A.E. NON-ACCESS EASEMENT
- R.D.E. REGULATED DRAINAGE EASEMENT
- M.F.P.G./L.A.G. MINIMUM FLOOD PROTECTION GRADE / LOWEST ADJACENT GRADE
- BMP VAR. BEST MANAGEMENT PRACTICES VARIABLE

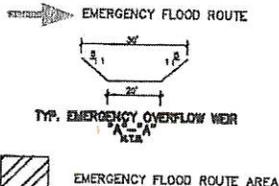
ALL UNDERGROUND SEWERS AND UTILITIES SHOWN ARE PLOTTED BY SCALE FROM "RECORD DRAWINGS" FURNISHED BY ENGINEER.



BENCHMARK
TOP OF CASTING = 784.31

RYAN HOMES
3885 PRIORITY WAY SOUTH DRIVE
INDIANAPOLIS, IN 46240, SUITE 110

SOD: 1,028 ± Sq. Yd.
SEEDING: 11,277 ± Sq. Ft.
CONC. DRIVEWAY: 1,105 ± Sq. Ft.
PRIVATE WALK: 204 ± Sq. Ft.
PUBLIC WALK: 500 ± Sq. Ft.
APRON: 135 ± Sq. Ft.



NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

30' MIN. FUD
5' MINIMUM SIDE YARD
10' MINIMUM BETWEEN STRUCTURE
20' MINIMUM REAR YARD

1 REV MOVED HSE LEFT 10'
08/28/13 HAM
08/23/13 KJM

