

PLAN COMMISSION STAFF REPORT

APPLICATION NO: PUD-2025-02

HEARING DATE: August 14, 2025 NEXT HEARING DATE:

NEWSPAPER NOTICE August 2, 2025 NOTICES MAILED ON: July 31, 2025
PUBLISHED ON:

SUBJECT: Englewood Planned Unit Development. Preliminary Development Plan.

LOCATION: South side of SR 32, west side of S 900 W, about 250 east of Main Street, Lapel, IN

PETITIONER(S): Arbor Homes, LLC

SUMMARY: Commission to consider an application for a) rezoning the subject property from General Commercial to a Residential/Planned Unit Development zoning district; b) review of a Preliminary Development Plan and Ordinance for approximately 25 acres to be developed as a residential single-family detached development containing at most 72 units to be known as Englewood.

WAIVERS REQUESTED: See Page 20 of Staff Report for a full list of waivers

RECOMMENDATION: Favorable recommendation to Council of PUD-2025-02

PREPARED BY Marcellus Johnson, Planning Administrator

EXHIBITS

- Exhibit 1. Vicinity Map
- Exhibit 2. Preliminary Plan
- Exhibit 3. PUD Ordinance and Covenants
- Exhibit 4. Application
- Exhibit 5. Lapel and Madison County Proposed Land Use
- Exhibit 6. Excerpts from Lapel Thoroughfare Plan
- Exhibit 7. Concept Plans
- Exhibit 8. Sewer Capacity Letter
- Exhibit 9. Architectural Standards Review
- Exhibit 10. Traffic Impact Study

PROCEDURE

This application is a re-filing of a petition originally filed on January 30, 2025 for a public hearing at the March 13, 2025 Plan Commission meeting. The matter was continued to the April 10, 2025 Plan Commission meeting, and continued again to the May 8, 2025 Plan Commission meeting before being withdrawn on May 2, 2025. The application was re-filed on July 7, 2025 for a public hearing on August 14, 2025.

The Plan Commission hears the evidence presented by Staff, petitioner/owner, and any individuals in the audience wishing to speak for or against the proposed project or to just ask questions. The Plan Commission then holds a discussion among themselves and makes a recommendation to the Common Council to either allow the request, deny the request, and/or amend the applicants' proposal. The Plan Commission has the authority to modify the proposal and/or attach conditions to the recommendation.

The Council then hears the proposal, including the Plan Commission's recommendation at the Council meeting(s). At the final Council meeting, the proposal as presented in an Ordinance format is either adopted, denied, or modified by the Council. Prior to the public hearing before the Commission, a published legal notice is advertised in the newspapers and public hearing notices are sent to the surrounding property owners per the adopted Rules of Procedure and have satisfactorily been completed.

Decision Criteria per Lapel UDO V 12.2.3:

In reviewing the Planned Unit Development Preliminary Plan petition, the Plan Commission and Town Council shall pay reasonable regard to the following, consistent with IC 36-7-4-603:

1. Whether and to what extent the proposal fulfills the requirements and intent of UDO V 12.2.3 and the Subdivision Control Ordinance;
2. Whether the proposed rezone/PUD is consistent with the goals, objectives, and policies of the Comprehensive Plan and any other applicable, adopted planning studies or reports;
3. Whether the proposed rezone/PUD is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property;
4. Whether the proposed rezone/PUD is the most desirable use for which the land in the subject property is adapted;
5. Whether the proposed rezone/PUD will have an adverse effect on the value of properties throughout the jurisdiction; and
6. Whether the proposed rezone/PUD reflects responsible standards for development and growth.

7. Whether the proposed rezone/PUD is consistent with the requirements of all applicable overlay districts.

USEFUL TERMS AND DEFINITIONS

PLANNED UNIT DEVELOPMENT (PUD). A large-scale unified development meeting the requirements of the Zoning Code, specifically the Planned Unit Development Ordinance. Generally a planned unit development consists of a parcel or parcels of land, controlled by a single landowner, to be developed as a single entity which does not correspond in size of lots, bulk or type of buildings, density, lot coverage, and required open space to the regulations established in any district of this Zoning Code. This may result in more attractive and affordable development than conventional developments would allow. Clustered housing (dwellings built in innovative lot arrangements around common open space) and zero lot line housing (dwellings built immediately adjacent to lot lines) are possible as part of planned unit developments.

DISTRICT. A section of the Town of Lapel for which uniform zoning regulations governing use, height, area, size, intensity of use of buildings and land, and open spaces about buildings, are established by the Zoning Code.

PLANNED UNIT DEVELOPMENT DISTRICT. A zoning district for which a PUD district Ordinance must be adopted under the regulations of this Zoning Ordinance.

REZONING. An amendment to a zoning map and/or text of a Zoning Ordinance.

WAIVER. Where the Plan Commission finds that extraordinary hardships or practical difficulties may result from the strict compliance with these regulations, or the purposes and intent of these regulations may be served to a greater extent by an alternative proposal, it may grant waivers of the subdivision regulations set forth in this Ordinance so that substantial justice may be done and the public interest served.

PRELIMINARY PLAN. The initial development plans for a Planned Unit Development including any plans and drawings, Planned Unit Development (PUD) Ordinance, and any waivers and commitments by the developer for said real property. The purpose of the Preliminary Plan is to provide a formal opportunity for the applicant and the Plan Commission to discuss the general elements of the proposed PUD. The Preliminary Plan prepares the Plan Commission for a future discussion of details and minimizes the risk incurred by the applicant in creating the Detailed Plan.

COMPREHENSIVE PLAN. Refers to the Town of Lapel Comprehensive Plan. The plan includes goals, objectives and strategies for land use, growth management, transportation/thoroughfares, community facilities and services, environment concerns,

infrastructure, aesthetics and identity, economic development, and parks and recreation. The plan was developed and adopted by the Town pursuant to the I.C. 36-7-4-500 series and includes any part and/or policies separately adopted and any amendment to such plan and/or policies, or parts thereof.

LOT COVERAGE. The area of a zoning lot occupied by the principal building and any accessory structures.

OPEN SPACE. An area of land not covered by buildings, parking structures, or accessory uses except for recreational structures. Open space may include nature areas; streams and flood plains; meadows or open fields containing baseball, football, and soccer fields, golf courses, swimming pools, bicycle paths, etc. Open Space does not include street rights-of-way, platted lot area, private yard, patio areas, or land scheduled for future development.

SETBACK. The minimum horizontal distance between the building line and a lot line or right-of-way.

ALLEY. A public right-of-way, other than a street, road, crosswalk, or easement, that provides secondary access for the abutting property.

FRONTAGE. All property of a lot fronting on a street right-of-way or common, private drive, as measured between side lot lines.

UNDERLYING ZONING DISTRICT. The zoning district upon which the PUD Ordinance is based or from which the PUD Ordinance standards vary.

ABOUT PROJECT

Location

The subject site is comprised of two parcels located at the northern end of town just south of SR 32 and just west of S 900 W (see Figure 1 here and Exhibit 1. Vicinity Map). The base zoning is General Commercial (C1). (Parcel IDs: 48-10-21-400-006.000-032, 48-10-21-700-002.000-032).

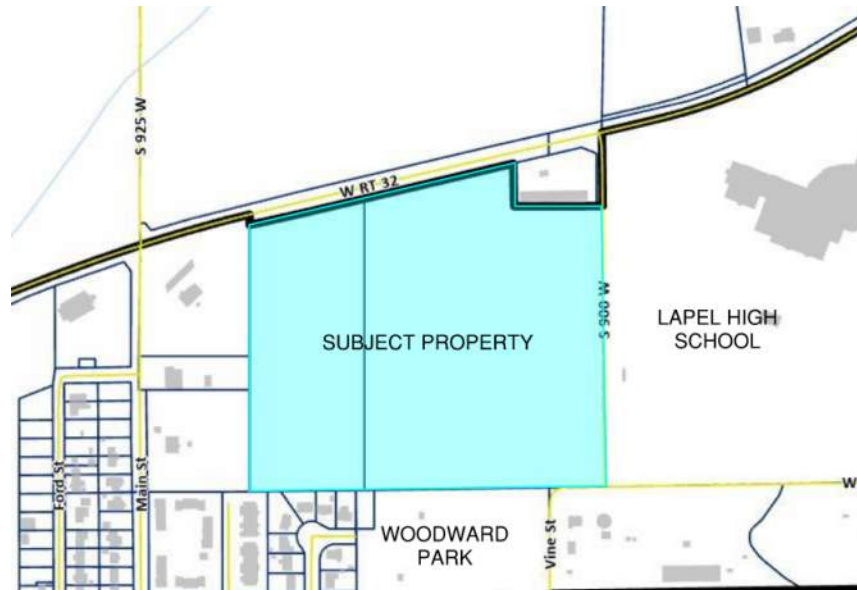


Figure 1. Project Site Location

Proposal

The petitioner proposes to develop the project site as a single-family detached residential subdivision, built in two phases or sections. The proposed development will include up to 72 single-family homes on individual lots with a mix of one and two floors and up to 10 product models (see Exhibit 3. PUD Ordinance pgs 34-35). There are two entrances to the subdivision: one off SR 32 and one off S 900 W (see Exhibit 7. Concept Plan). There are also two footpaths to connect the subdivision to Woodward Park to the south, and a community amenity with a gazebo and play structure next to the retention pond.

The developer proposes an about 3.5-acre pond surrounded by the residential lots along a ring road. Lots range from 6,000 sf to close to 14,000 sf, though most lots are between 6,000 and 7,500 sf. The proposal does not include any proposed floor plans, but the proposed ordinance sets the minimum total living area to 1,100 sf.

ANALYSIS

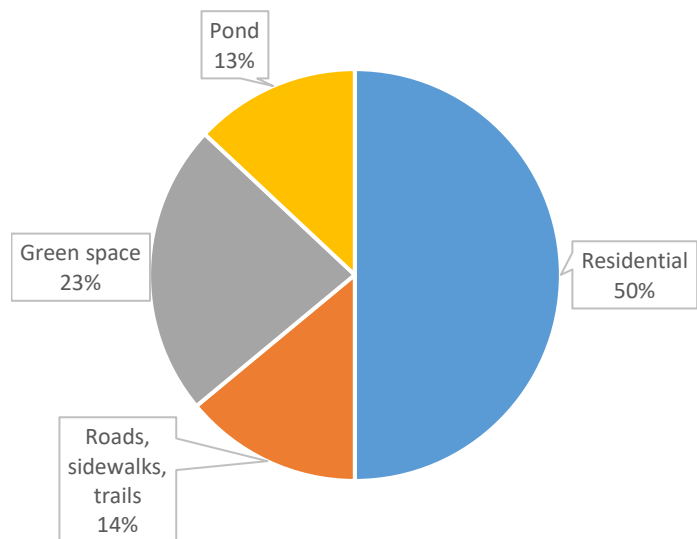
Compatibility with Surrounding Area

	USE	ZONING	ANALYSIS
NORTH	Industrial: Mini-warehouse, Agricultural	General Commercial (County), Agricultural (County)	Proposed residential use is compatible with the surrounding uses and existing zoning districts. Particularly with respect to school and park uses.
EAST	Institutional: High School	Institutional & Social	
SOUTH	Park, Residential	Parks and Open Space, Residential	
WEST	Commercial	General Commercial	

In general, it is desirable to locate new housing near schools and parks, as distance to area schools and parks are a common selling point for residential development. The neighboring commercial uses include two clubhouses/meeting areas for nonprofit organizations and a gas station with convenience store. The two meeting spaces are unlikely to be nuisance to future residents and may even complement the residential development if future residents become involved in those organizations. In the northeast corner of the property there is a self-storage facility consisting of a one single-story building with storage spaces. Both the storage facility and the gas station can be easily screened from the property to reduce noise and visual impact.

Land use breakdown within the development

Project site size	25.3 ac	100 %
Residential	12.63 ac	50 %
Roads, sidewalks, trails	3.49 ac	14%
Green space	5.7 ac	23%
Pond	3.39 ac	13%



Consistency with Plans

Consistency with Lapel's Comprehensive Plan

The community vision for Lapel stated in the Comprehensive Plan is:

“Lapel will retain its small-town character, strengthen its core business district, and create an affordable community for families by managing growth and planning to enrich its quality of place.”

This residential development is consistent with the vision for managed growth and an affordable community for families as it involves developing a currently vacant in-town property that would put some 70-families within an easy walk or bike ride of Woodward Park and Lapel High School. This kind of environment, where residents can walk and bike to neighborhood amenities, will also help retain the small-town character of Lapel while providing housing to future residents who may patronize businesses in the core business district, helping to strengthen it.

Lapel Comprehensive Plan's Proposed Land Use Map (see Exhibit 5) designates the property as commercial. This is consistent with an expressed desire to see more commercial uses in the historic downtown area of Lapel and its edges. The proposal contains no commercial uses, which contradicts the Proposed Land Use Map. Because the property fronts a state road, the intention in the Comprehensive Plan was for a commercial development that had a regional market to make use of its location on the state road. However, the current commercial zoning of the property has been in place since the adoption of the UDO in 2015 and there has been no development in that time. It is unknown if any commercial interest will materialize in the next 10 years; however, there has been interest in residential development in the area.

Consistency with Madison County's Comprehensive Plan

The Madison County Comprehensive Plan's Future Land Use Map (see Exhibit 5) shows the area across SR 32 to the north of Lapel to remain general agriculture.

Staff's Land Use Suggestion

The proposed residential subdivision is consistent with Lapel's vision of maintaining a small-town character, strengthening the core business district, and managing growth, but is inconsistent with the Comprehensive Plan's proposal to reserve the property for commercial uses.

It appears likely that if this property remains zoned for commercial development, it will remain vacant for the foreseeable future. Therefore, it is Staff's suggestion that residential development be allowed on the property.

Traffic Impacts

At the request of the Town of Lapel and the Indiana Department of Transportation, the petitioner hired A & F Engineering to conduct a Traffic Impact Study, the entirety of which is reproduced in Exhibit 10. The study concluded that all approaches of the intersections of SR 32 and CR 900 W and of CR 900 W and CR 200 S, as well as the access drives onto SR 32 and CR 900 W would remain in operation at "acceptable levels of service" during peak hours. The study made no recommendations for improvements.

Of particular concern is how the development will impact traffic related to arrival and dismissal of students at Lapel High School. Morning traffic is likely to be impacted due to the overlap between when high school students arrive on campus and when workers are commuting to their jobs; however, this overlap does not exist for the afternoon dismissal of high school students, so the development is unlikely to impact traffic during that time.

School Capacity Impacts

Fully built-out, the proposed development would add 72 households to the Town of Lapel and the Frankton-Lapel School District. Based on 2022-2023 demographic data from Statista, around 40% of US households are made up of at least one parent living with at least one child under the age of 18; therefore, we can guess that about 29 of those households will be contributing students to the local school district. The school district is unlikely to see a large influx of students at the same grade level in a single school year and is more likely to see a handful of students entering the district over several years as the development is fully built out.

Compliance with Regulations

The tables below compare proposed PUD development standards to Lapel's UDO standards in the Underlying District stated in the proposed standards (R2):

- Standards in BLACK font: meet or exceed Lapel's standards.
- Standards in RED font: do not meet Lapel's standards and would require waivers.
- Standards in GREEN: additional standards that are not required by Lapel's UDO.

Uses

Ordinance standard	Ordinance requirement	Proposal per plan
Permitted Residential Uses	Single-family dwelling; residential facilities for disabled or mentally ill	Single-family dwelling
Permitted Park Uses	nature preserve, park/playground	nature preserve, park/playground
Special Uses	B&B; place of worship; community center; police, fire, or rescue station; school; retail; water tower	None
Accessory Uses	Child day-care home; Type I home occupation; swimming pool	Child day-care home

General Bulk Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Minimum lot area	7,250 sf	6,000 sf
Minimum lot width	60 feet	56 feet
Minimum lot frontage	70% of lot width	50 feet
Maximum building height	35 feet	35 feet
Minimum front yard setback	25 feet	25 feet
Minimum street side yard setback	None	15 feet
Minimum side yard setback	6 feet	8 feet
Minimum rear yard setback	25 feet (primary) 10 feet (accessory)	15 feet
Maximum lot coverage	60 %	50 %
Minimum living area	None	1,100 sf

Landscaping Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Interior Planting Requirements	2 deciduous or evergreen trees per home; 1 ornamental tree per home; and 1 foundation planting for every 15' of perimeter	"Landscaping shall be required on each lot"
Approved Tree Species	There is no table or list for landscaping, though there is a table for street trees	Listed in Exhibit D of Exhibit 3 PUD Ordinance (pg 33)

Buffer Zone and Screening Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Peripheral Buffer Width	10 ft when adjacent to Ag, R3, C1, I1, and I2 30 ft when adjacent to R1 and I3	No requirement when adjacent to I1 and I2 10 ft when adjacent to all other districts
Exceptions for Existing Trees to Remain	None	No additional berm or landscaping required.

Zoning District Open Space Requirements

Ordinance standard	Ordinance requirement	Proposal per plan
Amount of space	500 sf per dwelling unit	20% of total acreage
Qualifying space	Does not include required buffer zones or retention ponds	Does include required buffer zones and retention ponds

Architectural Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Number of Roof Planes visible from the public ROW	At least 2	At least 2; See Exhibit 9
Masonry Coverage	All single-story houses greater than 1500 sf must have 100% masonry coverage on all elevations; Houses of two or more stories greater than 1500 sf must have at least 50% masonry coverage on all elevations in the public view	Some designs meet this requirement, but most in the exhibit use masonry as accent material typically extending only up to about 36" above the ground on the front elevation; See Exhibit 9
Elevation modulations (step backs)	Exterior wall surface of the first floor of any multi-story house must have at least one 2'	Front elevations satisfy this requirement, but exhibit doesn't show the rear; See Exhibit 9

	step back on the front and rear elevations	
Windowless elevations	There shall be no windowless elevations	2-story homes must have at least 3 windows on front façade; 1-story homes must have at least 1 window on front façade; All homes must have at least 1 window on each side and on the rear elevation
Minimum Architectural Standards Score	Residential plans are required to earn a minimum score of 15 according to Table 4.2.9.1 Architectural Standards	Replaced with Illustrative Architectural Exhibit, which earns scores between 6 and 13 and an average score of 8.9; See Exhibit 9
Minimum Conservation Standards score	Residential plans are required to earn a minimum score of 10 according to Table 4.2.9.2 Conservation and Indoor Air Quality Standards	None
Number of Exterior Materials/Colors	None	At least 3 exterior colors/materials/patterns, including trim color, on front façade At least 2 exterior colors/materials/patterns, including trim color, on rear and side facades.
Architectural anti-monotony	No two (2) dwellings with alike facades and exterior color package shall be permitted adjacent to, diagonally, or across from each other.	No two (2) dwellings with alike facades shall be permitted adjacent to, diagonally, or across from each other. A color package may not be repeated for two (2) houses on either side or the five house across the street

Roof pitch	Minimum 6/12 with façade gables of 8/12. Down to 3/12 is allowed for certain styles.	Minimum 6/12 for the primary roof ridge. Dormers and porch roofs may be shallower
Roof materials	Natural clay tile; slate; concrete tile with natural texture and color; wood shakes or shingles; high-profile dimensional asphalt/fiberglass shingles; synthetic or recycled materials that simulate tile, stone, shake, or slate; metal	Natural clay tile; slate; concrete tile with natural texture and color; wood shakes or shingles; high-profile dimensional asphalt/fiberglass shingles
Roof Vents	None	Vents visible from the front facade must be painted to match roof color
Roof Overhang	9" minimum on all sides of home	9" minimum on all sides of home
Lighting	None	A dwelling shall have at least 2 dawn-till-dusk carriage light.
Downspouts	None	Downspouts must be routed under sidewalk between driveway and front door.

Lighting Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Exemptions	Outdoor lights used for temporary event; outdoor lights used for public events or functions that meet other zoning requirements; emergency lighting;	Decorative lighting used for holiday decoration

	decorative lighting used for holiday decoration	
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Entrance/Drive Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Driveway location	No drive may be within 50 feet of an intersecting local road No two (2) drives may be within 25 feet of another	No drive may be within 50 feet of an intersecting local road No two (2) drives may be within 25 feet of another Must be at least 2 feet from side yard property line

Farm Animal Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Farm animals permitted	0.3 farm animal units + 0.25 units per acre	No
Exotic animals permitted	None	No

Mobile/Manufactured Home Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Mobile / manufactured home permitted	Yes, as special use	No

Fence and Wall Standards

Ordinance standard	Ordinance requirement	Proposal per plan
Prohibited Materials	Barbed wire, razor wire, electric or stockade fencing; chain link allowed with PVC coating	Barbed wire, razor wire, electric or stockade fencing, and chain link

Public Improvement Standards

Major Subdivision Standards and Public Improvement Standards for the R2 district require that developers install sidewalks along the perimeter streets of the development and install the portions of new roads proposed by existing Town Plans, including the Comprehensive

Plan and Thoroughfare Plan, that are proposed to run adjacent to or through the site. The code does not say anything about implementation of planned improvements on existing roads, however, the developer has agreed to install the 10-foot wide shared-use paths on SR 32 and on S 900 W called for in The Town Thoroughfare Plan (see Exhibit 6) as shown in Exhibit 7.

ANALYSIS OF WAIVERS FROM ORDINANCE STANDARDS

1. Minimum lot area: from 7,250 sf to 6,000 sf
 - a. Reason: Make homesite sizes that are smaller to make them more affordable to first-time home buyers.
 - b. Staff comment:
 - i. Shrinking the minimum lot size will have the effect of making the development appear denser as all houses will have less lot surrounding them. This waiver represents a 17% reduction in lot size, which is small but not insignificant. The smallest in-town lots nearby are about 6500 sf, which is a little bigger than this minimum. Figure 2 shows how the proposed lot would compare to R2 (and legal nonconforming R1) lots in Lapel. Looking at the comparison of other lots near Woodward Park, this waiver does not look unreasonable.
 - ii. The value of the land is generally a large component of the cost of housing, and smaller properties—all other things being equal—generally cost less for buyers. This will make the homes in the development less expensive than similar homes built on homesites of the size required by the ordinance.



Figure 2. Lot Size Comparison. Minimum lot size in PUD ordinance, shown in blue, compared to typical lot size near subject site (left) and in R2 district (right).

2. Minimum lot width: from 60 feet to 56 feet

- a. Reason: Make homesite sizes that are smaller to make them more affordable to first-time home buyers.
- b. Staff comment:
 - i. Reduced minimum lot width may have the effect of making the development appear denser as narrower lots means the houses will be closer together. Most of the houses in the R2 district a few blocks south of the subject property appear to use close to the full width available to them between the side setbacks, so this effect may be mitigated. However, the narrower lots will lead to homes that are narrower, taller, and possibly extend deeper on the lot than is currently typical elsewhere in Lapel. Figure 2 shows some typical lot dimensions in Lapel.
 - ii. A smaller lot width leaves less space on the street in front of the house to park vehicles without blocking driveways.
 - iii. The developer is proposing a minimum width that is 4 ft smaller than currently allowed. This reduction is not objectionable to staff.

3. Minimum rear yard: from 25 feet to 15 feet

- a. Reason: Provides more space at the rear of the lot.
- b. Staff comment:
 - i. The purpose of rear setbacks is to prevent structures on back-to-back parcels from being built right up to the property lines, creating space between such structures. Only the lots on the west and south sides of the property have lots behind them (without the separation of a ROW), and the developer proposes a buffer surrounding the property that diminishes the ability of structures in the development to encroach upon the rear yards of their neighbors.
 - ii. When comparing lot sizes with other properties around Woodward Park, the minimum lot size proposed by this ordinance is about 10 feet shorter (see Figure 2). This waiver essentially returns those 10 feet to the parcels.
 - iii. Most homes are built as close to the front setback as possible, so reducing the rear yard will likely have no impact on the appearance of the homes from the street.

4. Interior planting requirements: from specific requirements for different kinds of trees and plantings to non-specific requirement for landscaping
 - a. Reason: Allows more flexibility in landscaping design
 - b. Staff comment: This waiver would allow parcels to be developed without planting any trees at all. Trees provide shade, help clean the air of dust and other pollutants, and have been shown to have benefits for mental health, among other advantages of tree planting. It is staff's recommendation that the proposed ordinance be amended to require trees on each lot.
5. Buffer zone width: from 10 or 30 feet depending on adjacent zoning to 10-foot buffer zone for all but two adjacent zoning districts
 - a. Reason: Providing such a buffer would require devoting more of the project site to the green space, leaving less available for housing.
 - b. Staff comment: The landscape buffer regulation exists to increase the welfare of the community by visually creating a softer transition from the residential to non-residential uses. The commercial properties to the west have deep rear and side yards that provide extra separation from the buildings and parking areas on those properties. The development is adjacent to the park and more housing to the south, so a large buffer is not as necessary. Only at the northeast corner is the buffer of greater importance.
6. Open Space: allowing buffer zones and retention pond to be counted as part of open space
 - a. Reason: Since the development is directly adjacent to a Town park, the developer sacrificed useable open space within the development for the ability to add more homesites.
 - b. Staff comment:
 - i. The intention behind excluding buffer zones from the open space requirements is that open space is meant to provide areas for outdoor relaxation and recreation, which means these spaces must be usable.
 - ii. Developers are required by the UDO to provide 500 sf of common open space for each dwelling, which comes out to 36,000 sf or about 0.83 acres for this PUD. There should be enough or nearly enough open space surrounding the pond to meet this requirement without having to include buffers and the pond itself.
 - iii. Woodward Park is over 7 acres of common open space and is directly south of the development, and the developer has expressed a willingness to fund improvements in the park in lieu of strict compliance with UDO open space requirements.
 - iv. The developer will be unable to meet their own lofty 20% open space requirement without this waiver.

7. Minimum Masonry Coverage: from at least 50% of all facades in public view on all homes greater than 1500 sf to at least 36" on front facade
 - a. Reason: The kind of product the developer tends to build is what is being proposed. Masonry is generally an accent material for this developer.
 - b. Staff comment:
 - i. Masonry is typically regarded as one of the highest-quality and most visually appealing building materials, which is why the Standards so heavily favor masonry. Other materials, siding in particular, tend to range more in their quality both in terms of visual appeal and durability.
 - ii. Masonry is also often more expensive, so extensive use of masonry may put these houses out of reach for many of the potential buyers the development is marketed towards.
 - iii. The developer has product lines that make more use of masonry.
8. Minimum Masonry Coverage: from 100% of all facades of 1-story homes less than 1500 sf to at least 36" on the front facade
 - a. Reason: The kind of product the developer tends to build is what is being proposed. Masonry is generally an accent material for this developer.
 - b. Staff comment: See above discussion of Item 7.
9. Step Back on Rear Elevation: from required to possibly not required
 - a. Reason: The developer tends to build from a catalog of products, many of which may not satisfy this requirement.
 - b. Staff comment: It is unclear whether this is actually a waiver item as the architectural exhibit does not show the rear elevations of any of the buildings it proposes; however, assuming that it is a waiver, this will make the rear elevations of houses less interesting and dynamic. For the houses built on interior lots, this may not be much of an issue, but for the houses built on the lots with their rears facing CR 900 W (east), SR 32 (north), and Woodward Park (south) this would have flat facades in public view, which contradicts the intention of this standard.

10. Minimum Architectural Score Requirements: from 15 points earned from Table

4.2.9.1 – Architectural Standards to substantial similarity “in quality and character” to Illustrative Architectural Exhibit (Exhibit 3, pgs 34-35)

- a. Reason: Creates a more consistent unified architectural character and level of quality for the development
- b. Staff comment:
 - i. The minimum score for the Architectural Standards table is steep but attainable. However, the result is housing typical of more expensive communities such as Carmel and Fishers. While such high-quality housing is desirable, it will create a different character for the town, especially due to its location on SR 32.
 - ii. Staff evaluated the Illustrative Architectural Exhibit and found that the homes shown scored between 6 and 13 points, and had an average score of 8.9. This means that none of the houses shown in the Exhibit would meet this standard.
 - iii. Planning staff has previously identified this minimum score as being too high. The Lapel BZA has previously approved a reduction in the minimum score to 10 points, which 4 of the 10 homes in the exhibit would meet

11. Minimum Conservation and Indoor Air Quality Score Requirements: from 10 points earned from Table 4.2.9.2 – Conservation Standards to elimination of this standard

- a. Reason: No reason given
- b. Staff comment:
 - i. The design standards contained in the Conservation and Indoor Air Quality table are critical as they seek to conserve public resources—electricity, water, sewerage—and promote the health of their occupants. This is one of the few places in the UDO that regulates these performance issues.
 - ii. The Lapel BZA has previously approved a reduction in the minimum score to 8 points

CORRESPONDENCE

As of this writing, staff has not received written or verbal statements regarding this project from residents. Because this is a re-file of a previous petition, public sentiment from the public hearings on the previous filing is summarized below:

Residents had expressed concern with the density and quality of the project as previously proposed. Previously the developer proposed a density of 4.24 dwellings per acre but have revised their proposal to deliver a density of 2.85 dwellings per acre, which is a reduction of 1/3. The developer has also proposed a new product line for their Illustrative Architectural Exhibit that is more in line with the architectural quality standards in the Lapel UDO.

Residents also expressed concerns about the traffic coming in and out of the development, both onto SR 32 and on CR 900 where it will interact with traffic generated by the high school throughout the week. The Subdivision Control standards of the UDO require a development of this size to have two access points, and these are the best available locations for ingress/egress. The Traffic Impact Study (Exhibit 10) finds that the additional vehicles will not trigger the need for significant traffic improvements.

RECOMMENDATIONS

Staff recommends that application PUD-2025-02 receive a **favorable** recommendation to the Council based on the following findings:

1. The proposal fulfills the requirements and intent of UDO V 12.2.3 and the Subdivision Control Ordinance.
2. Although the proposed rezone/PUD deviates from the Future Land Use Map, it is consistent with the goals, objectives, and policies of the Comprehensive Plan in that it promotes compact development and will attract more residents to the in-town part of Lapel, which will promote downtown businesses by bringing in new customers.
3. The proposed rezone/PUD is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property.
4. As there has been little to no other interest in this property, it is presumed that the proposed rezone/PUD is the most desirable use for which the land in the subject property is adapted.
5. The proposed rezone/PUD is unlikely to have an adverse effect on the value of properties throughout the jurisdiction.
6. The proposed rezone/PUD reflects responsible standards for development and growth by proposing compact and walkable development with convenient access to school and recreation.

MOTION OPTIONS

1. Motion to forward a **favorable** recommendation to the Council for adoption of the Change of Zoning from General Commercial to Residential/Planned Unit Development for 25 acres to be developed as a residential single-family subdivision with about 72 lots to be known as Englewood, including adoption of the preliminary development plan and ordinance as per submitted application PUD-2025-02, the conditions of approval recommended in the Staff Report, and approval of the following waivers:

WAIVERS:

- V4.1.4 Minimum lot area: from 7,250 sf to 6,000 sf

- V4.1.4 Minimum lot width: from 60 ft to 56 ft
 - V4.2.4.B.iii.a Minimum rear yard: from 25 ft to 15 ft
 - V4.2.4.H & I Buffer zone width: from 30-ft buffer to 10-ft buffer when adjacent to R1 and Ig and elimination of buffer requirement when adjacent to Is
 - V4.2.10.A.i Open Space requirements: allow buffer zones and retention pond to be included in open space calculations
 - V4.2.11.D.ii Masonry Coverage: from 100% of all elevations of single-story homes less than 1500 sf to a minimum of 36"
 - V4.2.11.D.iii Masonry Coverage: from 50% of front elevation of homes greater than 1500 sf to a minimum of 36"
 - V4.2.11.D.iv Masonry Coverage: from 50% of side and rear elevations of homes greater than 1500 sf in public view to a minimum of 36"
 - V4.2.11.F Architectural Standards Minimum Score Requirements: from 15 points earned from Table 4.2.9.1 - Architectural Standards to substantial similarity with Illustrative Architectural Exhibit
 - V4.2.11.F Conservation and Indoor Air Quality Minimum Score Requirements: from 10 points earned from Table 4.2.9.2 - Conservation Standards to eliminating the table and requirement to meet a minimum score
2. Motion to forward an **unfavorable** recommendation to the Council for adoption of the Change of Zoning from General Commercial to Residential/Planned Unit Development for 25 acres to be developed as a residential single-family subdivision with about 72 lots to be known as Englewood, including adoption of the preliminary development plan and ordinance as per submitted application PUD-2025-01 and all documentation presented in the Staff Report, applicant's booklet, modifications, stipulations, and the waivers requested by the applicant. **(List reasons)**
3. Motion to **continue** the review of the application PUD-2025-02 until the next regular meeting on September 11, 2025.

Next Plan Commission meeting date(s): September 11, 2025.

EXHIBIT 1. VICINITY MAP



Englewood PUD Rezone



EXHIBIT 2. PRELIMINARY PLAN

ENGLEWOOD
LAPEL, INDIANA
PRELIMINARY PLAN

DEVELOPER/PREPARED FOR:

ARBOR HOMES
9225 HARRISON PARK CT.
INDIANAPOLIS, IN 46216
CONTACT: TONY BAGATO
Tony.Bagato@YourArborHome.com

CIVIL ENGINEER:

HWC ENGINEERING
135 N. PENNSYLVANIA ST., SUITE 2800
INDIANAPOLIS, IN 46204
317-347-3663
CONTACT: KYLE EICHHORN, PE, PS
keichhorn@hwcengineering.com

VICINITY MAP:

Lapel, IN - Not to Scale



SHEET LIST TABLE

Sheet Title	Sheet Description
C1.0	COVER
C1.1	EXISTING CONDITIONS PLAN
C1.2	PRIMARY PLAT
C1.3	PROPOSED DEVELOPMENT PLAN
E1.0	LIGHTING PLAN
L1.0	LANDSCAPE PLAN

SITE ADDRESS:

C.R. 900 WEST AND SR 32
LAPEL, INDIANA
DOCKET NO.

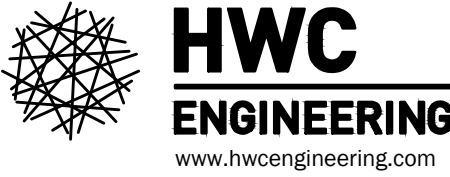
PREPARED BY:
HWC ENGINEERING
135 N. PENNSYLVANIA ST., SUITE 2800
INDIANAPOLIS, IN 46204
P: 317-347-3663

Member Utilities notified this survey are:

CABLE TV - Comcast Cable-Indianapolis
ELECTRIC - Duke Energy
COMMUNICATIONS - Brightspeed
GAS, SEWER, WATER - Town of Lapel Utilities
COMMUNICATIONS - Windstream
FIBER OPTIC - Zayo Bandwidth
COMMUNICATIONS - AT&T-Distribution
FIBER OPTIC - On-Ramp Indiana, Inc.

REVISIONS

DATE	DESCRIPTION	BY



ENGLEWOOD
LAPEL, INDIANA

COVER

PREPARED BY:
K. Eichhorn
No. 11400758
NOT A PROFESSIONAL ENGINEERING DESIGN

DRAWN BY:
TS
CHECKED BY:
KE
DATE:
JULY 7, 2025
SCALE:
AS SHOWN
SHEET

JOB NUMBER
2024-310-S

C1.0
COVER

AREA LOCATION MAP: STATE OF INDIANA
SCALE: NONE

LAND DESCRIPTION

BEGINNING at a point on the South line of the East-half of the Southeast Quarter of Section 21, Township 19 North, Range 6 East, said point being South 89 degrees and 02 minutes West 599.75 feet from the Southeast corner of said Section 21, and running thence South 89 degrees and 02 minutes West 378.45 feet along said South line to a point being 358.6 feet East of the Southwest corner of said East-half of the Southeast Quarter, thence North 00 degrees, 12 minutes and 20 seconds West 868.5 feet, parallel with the West line of said East-half to the southerly right-of-way line of State Road No. 32, thence northeasterly along said right-of-way line on a curve to the right having a radius of 5,694.6 feet, a distance of 100.75 feet to a concrete right-of-way marker, thence North 76 degrees and 45 minutes East 284.03 feet along said right-of-way line, thence South 00 degrees, 24 minutes and 20 seconds East 950.2 feet to the Place of Beginning.

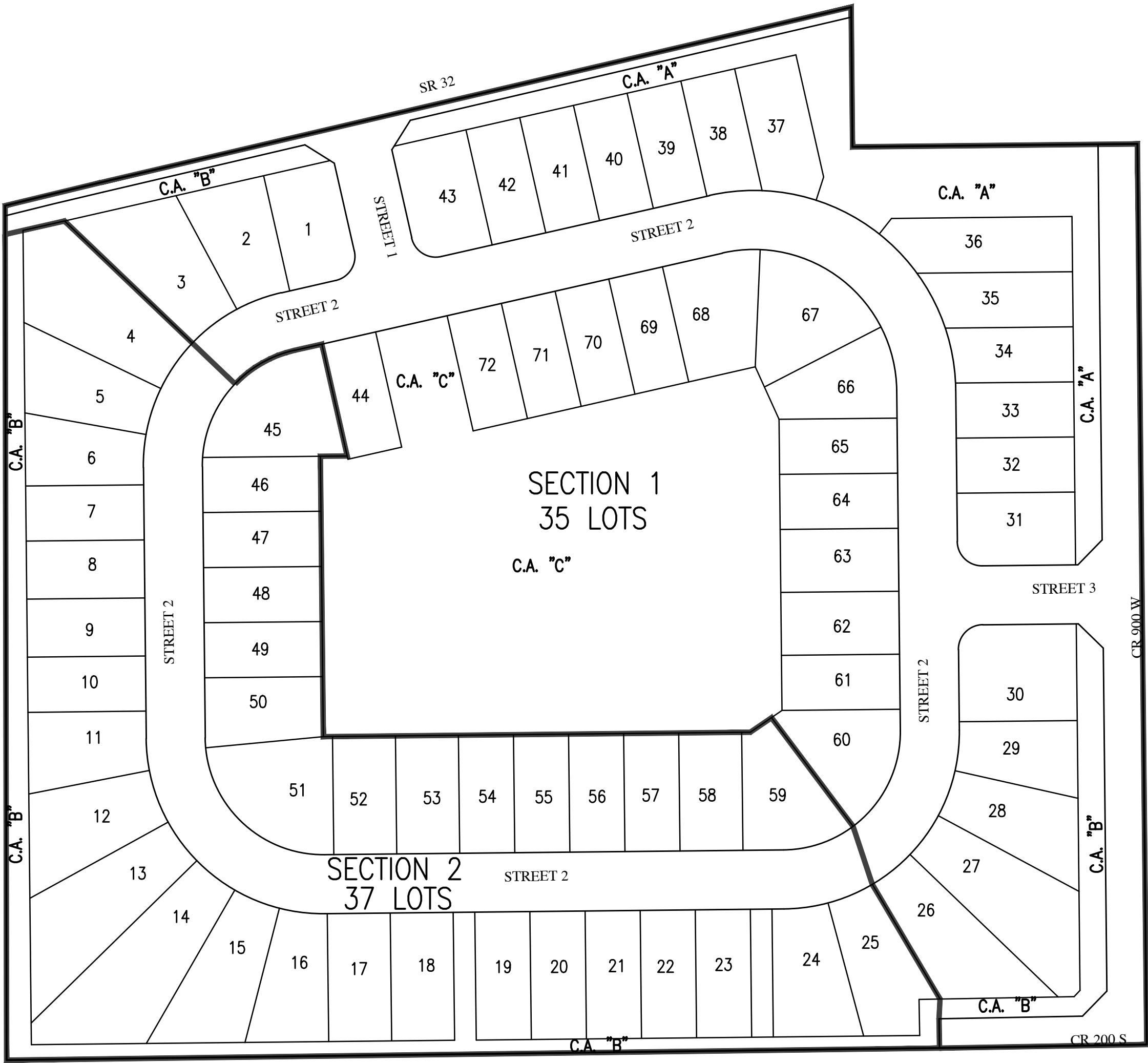
Being a part of the Southeast Quarter of the Southeast Quarter of Section 21, Township 19 North, Range 6 East and containing 7.86 acres, more or less.

PARCEL 2

BEGINNING at the Southeast Corner of Section 21, Township 19 North, Range 6 East and running thence South 89 degrees and 02 minutes West 599.75 feet along the South line of the East-half of said Southeast Quarter, thence North 00 degrees, 24 minutes and 20 seconds West 950.2 feet parallel with the East line of said Southeast Quarter to the southerly right-of-way line of State Road No. 32, thence North 76 degrees and 45 minutes East 505.17 feet along said right-of-way line to the Northwest Corner of the Morris K. Hersberger property, thence South 00 degrees, 24 minutes and 20 seconds East 143.2 feet to the Southwest Corner of said Hersberger property, thence North 89 degrees and 02 minutes East 288.7 feet, thence South 00 degrees, 24 minutes and 20 seconds East 915.5 feet, thence South 89 degrees and 02 minutes West 181.5 feet to the Place of Beginning.

Being a part of the Southeast Quarter of the Southeast Quarter of Section 21, Township 19 North, Range 6 East and containing 13.62 acres, and a part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 19 North, Range 6 East and containing 3.814 acres, and containing in all 17.434 acres, more or less.

PARCEL 1 AND PARCEL 2 TOGETHER CONTAINING APPROXIMATELY 25.3 ACRES.

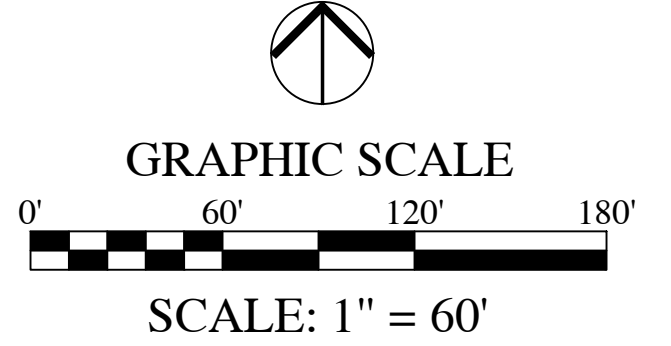


SITE MAP
SCALE: 1" = 100'

Plot Date: Jun 27, 2025 Plot Time: 2:57pm File Name: W:\Arbor Homes\2024-310 Arbor - SR 32 Lapel\Design\CAD\24310.PP Existing Conditionst Plan.dwg, Layout: C1.1 By: keishorn

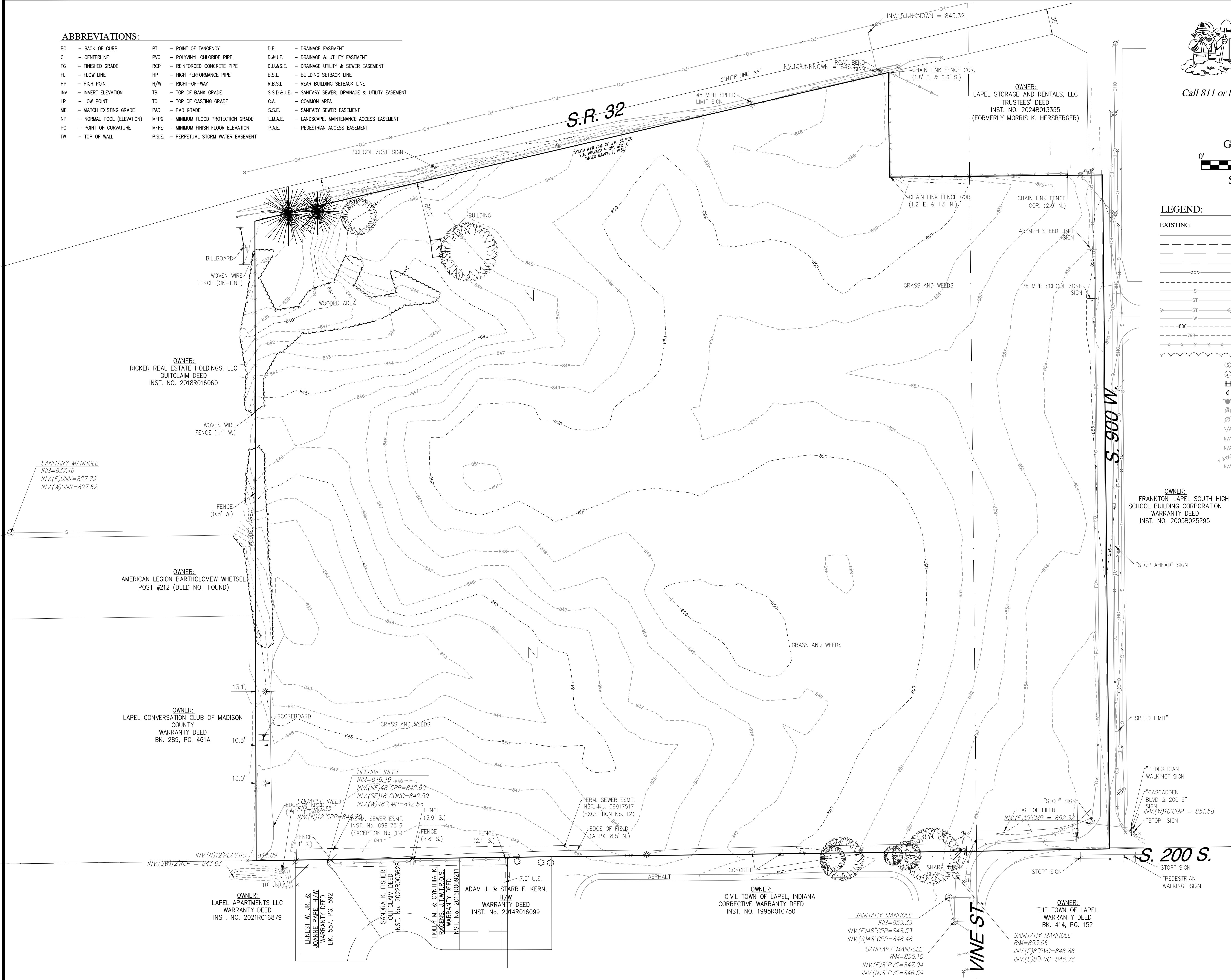
ABBREVIATIONS:

BC	- BACK OF CURB	PT	- POINT OF TANGENCY	D.E.	- DRAINAGE EASEMENT
CL	- CENTERLINE	PVC	- POLYVINYL CHLORIDE PIPE	D.&U.E.	- DRAINAGE & UTILITY EASEMENT
FG	- FINISHED GRADE	RCP	- REINFORCED CONCRETE PIPE	D.U.&S.E.	- DRAINAGE UTILITY & SEWER EASEMENT
FL	- FLOW LINE	HP	- HIGH PERFORMANCE PIPE	B.S.L.	- BUILDING SETBACK LINE
HP	- HIGH POINT	R/W	- RIGHT-OF-WAY	R.B.S.L.	- REAR BUILDING SETBACK LINE
INV	- INVERT ELEVATION	TB	- TOP OF BANK GRADE	S.S.D.&U.E.	- SANITARY SEWER, DRAINAGE & UTILITY EASEMENT
LP	- LOW POINT	TC	- TOP OF CASTING GRADE	C.A.	- COMMON AREA
ME	- MATCH EXISTING GRADE	PAD	- PAD GRADE	S.S.E.	- SANITARY SEWER EASEMENT
NP	- NORMAL POOL (ELEVATION)	MFG	- MINIMUM FLOOD PROTECTION GRADE	L.M.A.E.	- LANDSCAPE, MAINTENANCE ACCESS EASEMENT
PC	- POINT OF CURVATURE	MFE	- MINIMUM FINISH FLOOR ELEVATION	P.A.E.	- PEDESTRIAN ACCESS EASEMENT
TW	- TOP OF WALL	P.S.E.	- PERPETUAL STORM WATER EASEMENT		



LEGEND:

EXISTING	PROPOSED
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	SETBACK LINE
	CENTERLINE
	SWALE / FLOWLINE
	SUBSURFACE DRAIN
	SANITARY SEWER
	STORM SEWER
	STORM CULVERT
	WATER MAIN
	CONTOUR, MAJOR
	CONTOUR, MINOR
	FENCE
	TREE LINE
	SANITARY MANHOLE
	STORM MANHOLE
	STORM INLET
	STORM END SECTION
	FIRE HYDRANT / VALVE
	WATER VALVE
	POWER POLE
	STREET LIGHT
	FLOW ARROW
	FLOOD ROUTE
	SPOT ELEVATION
	PAVEMENT ELEVATION



REVISIONS

DATE	DESCRIPTION	BY



ENGLEWOOD
LAPEL, INDIANA
EXISTING CONDITIONS PLAN

PROFESSIONAL ENGINEER

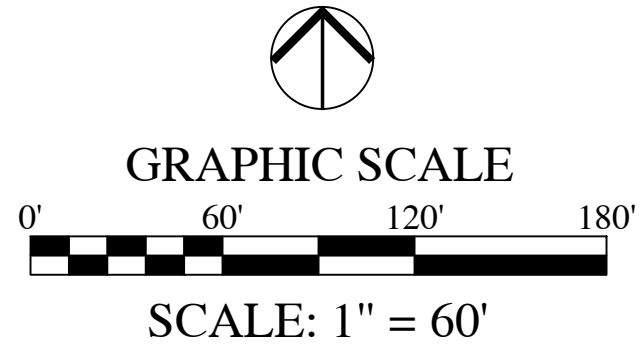
No. 11400758
NOT FOR CONSTRUCTION

DRAWN BY TS	JOB NUMBER 2024-310-S
CHECKED BY KE	
DATE JULY 7, 2025	
SCALE AS SHOWN	
SHEET	

C1.1
EXISTING CONDITIONS
PLAN

ABBREVIATIONS:

BC	- BACK OF CURB	PT	- POINT OF TANGENCY	D.E.	- DRAINAGE EASEMENT
CL	- CENTERLINE	PVC	- POLYVINYL CHLORIDE PIPE	D.&U.E.	- DRAINAGE & UTILITY EASEMENT
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TW	- TOP OF WALL	P.S.E.	- PERPETUAL STORM WATER EASEMENT		



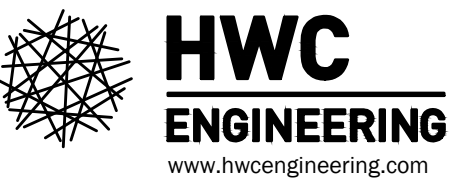
LEGEND:

EXISTING	PROPOSED
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	SETBACK LINE
---	CENTERLINE
---	SWALE / FLOWLINE
---	SUBSURFACE DRAIN
---	SANITARY SEWER
---	STORM SEWER
---	STORM CULVERT
---	WATER MAIN
---	CONTOUR, MAJOR
---	CONTOUR, MINOR
---	FENCE
---	TREE LINE
---	SANITARY MANHOLE
---	STORM MANHOLE
---	STORM INLET
---	STORM END SECTION
---	FIRE HYDRANT / VALVE
---	WATER VALVE
---	POWER POLE
---	STREET LIGHT
---	FLOW ARROW
---	FLOOD ROUTE
---	SPOT ELEVATION
---	PAVEMENT ELEVATION

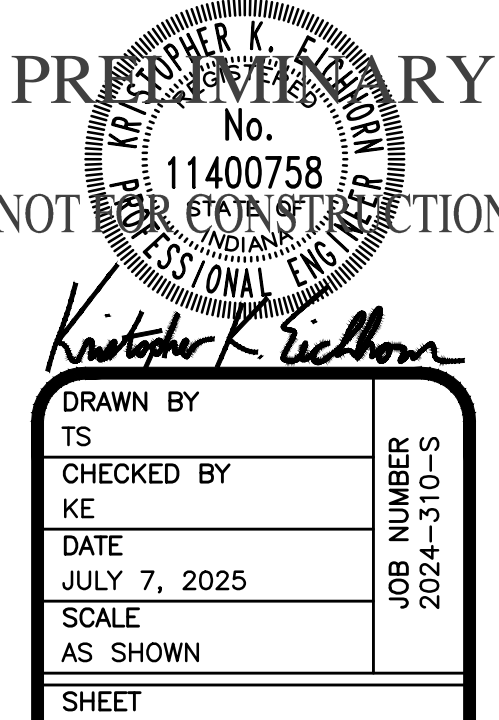
Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C-1	100.36'	5694.60'	100.36'	S76°23'34"W
C-2	102.68'	5684.60'	102.68'	S76°22'49"W
C-3	39.27'	25.00'	35.36'	N32°12'34"E
C-4	39.27'	25.00'	35.36'	S57°47'26"E
C-5	365.64'	205.00'	319.07'	N51°41'37"W
C-6	312.13'	175.00'	272.37'	N51°41'37"W
C-7	258.62'	145.00'	225.68'	N51°41'37"W
C-8	39.27'	25.00'	35.36'	S45°35'49"E
C-9	39.27'	25.00'	35.36'	S44°24'11"W
C-10	282.74'	180.00'	254.56'	N44°24'11"E
C-11	235.62'	150.00'	212.13'	N44°24'11"E
C-12	188.50'	120.00'	169.71'	N44°24'11"E
C-13	188.50'	120.00'	169.71'	S45°35'49"E
C-14	235.62'	150.00'	212.13'	S45°35'49"E
C-15	282.74'	180.00'	254.56'	S45°35'49"E
C-16	244.44'	180.00'	226.08'	S38°18'23"W
C-17	203.70'	150.00'	188.40'	S38°18'23"W
C-18	162.96'	120.00'	150.72'	S38°18'23"W

REVISIONS

DATE	DESCRIPTION	BY



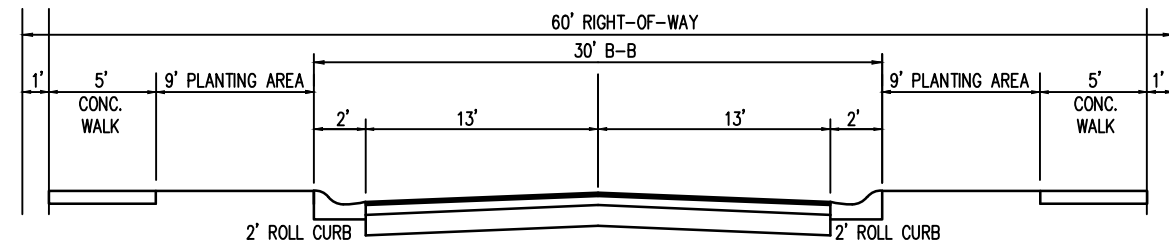
ENGLEWOOD
LAPEL, INDIANA
PRIMARY PLAT



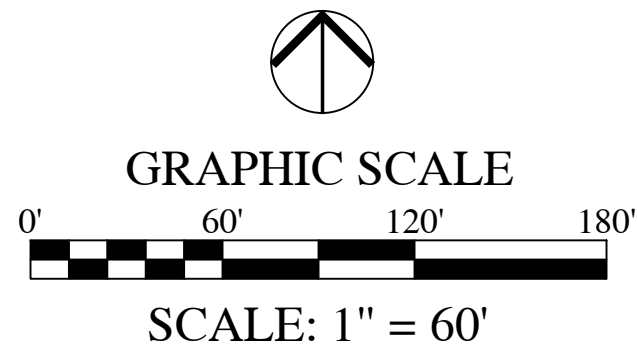
C1.2
PRIMARY PLAT

ABBREVIATIONS:

BC	- BACK OF CURB	PT	- POINT OF TANGENCY	D.E.	- DRAINAGE EASEMENT
CL	- CENTERLINE	PVC	- POLYVINYL CHLORIDE PIPE	D.&U.E.	- DRAINAGE & UTILITY EASEMENT
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TW	- TOP OF WALL	P.S.E.	- PERPETUAL STORM WATER EASEMENT		



TYPICAL STREET SECTION
NOT TO SCALE

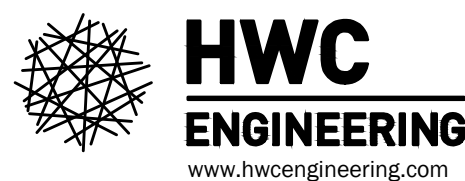


LEGEND:

EXISTING	PROPOSED
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	SETBACK LINE
---	CENTERLINE
---	SWALE / FLOWLINE
---	SUBSURFACE DRAIN
S	SANITARY SEWER
ST	STORM SEWER
ST	STORM CULVERT
W	WATER MAIN
800	CONTOUR, MAJOR
799	CONTOUR, MINOR
---	FENCE
---	TREE LINE
⊙	SANITARY MANHOLE
⊙	STORM MANHOLE
⊙	STORM INLET
⊙	STORM END SECTION
⊙	FIRE HYDRANT / VALVE
⊙	WATER VALVE
⊙	POWER POLE
N/A	STREET LIGHT
N/A	FLOW ARROW
N/A	FLOOD ROUTE
N/A	SPOT ELEVATION
N/A	PAVEMENT ELEVATION

REVISIONS

DATE	DESCRIPTION	BY



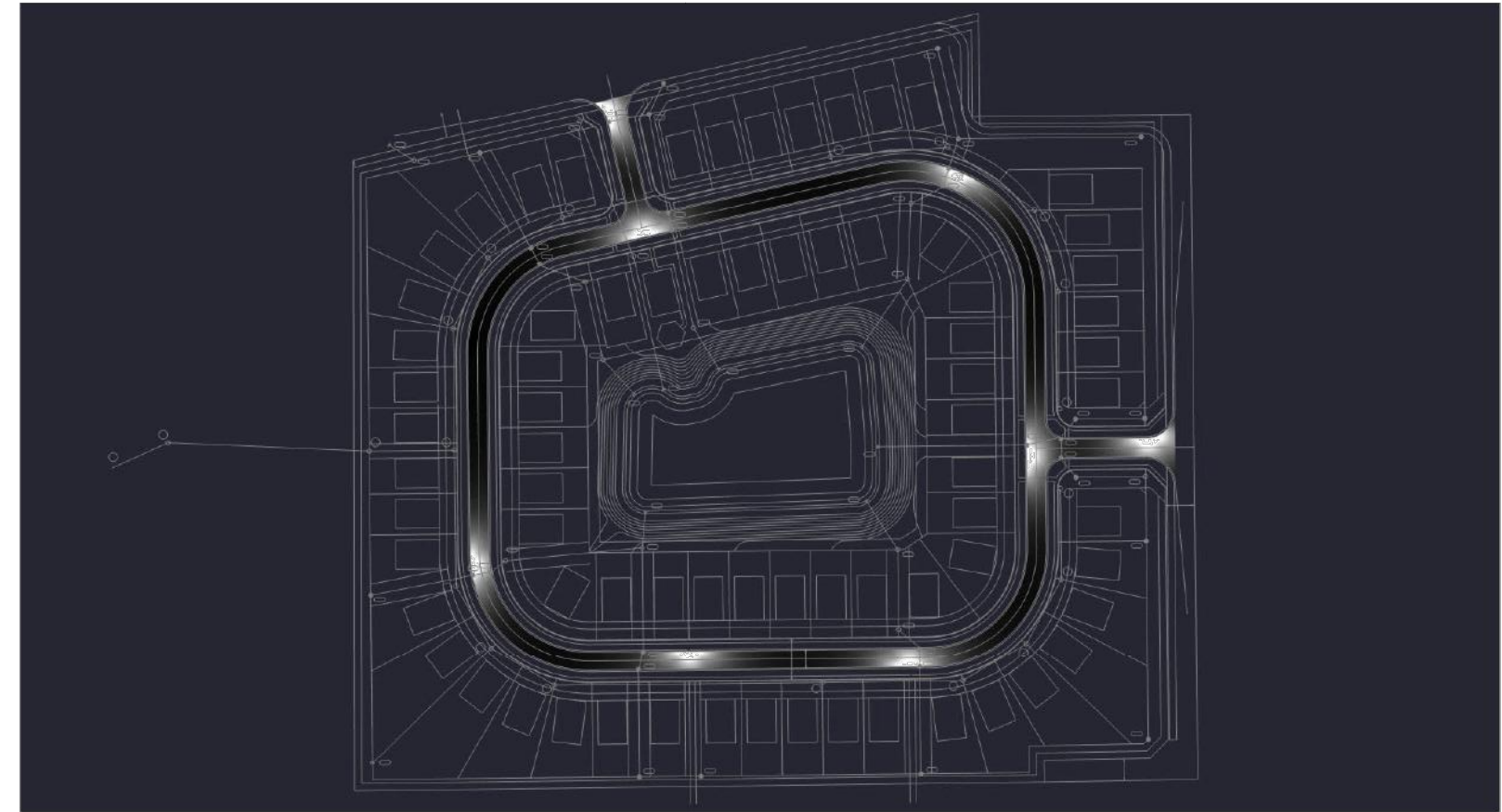
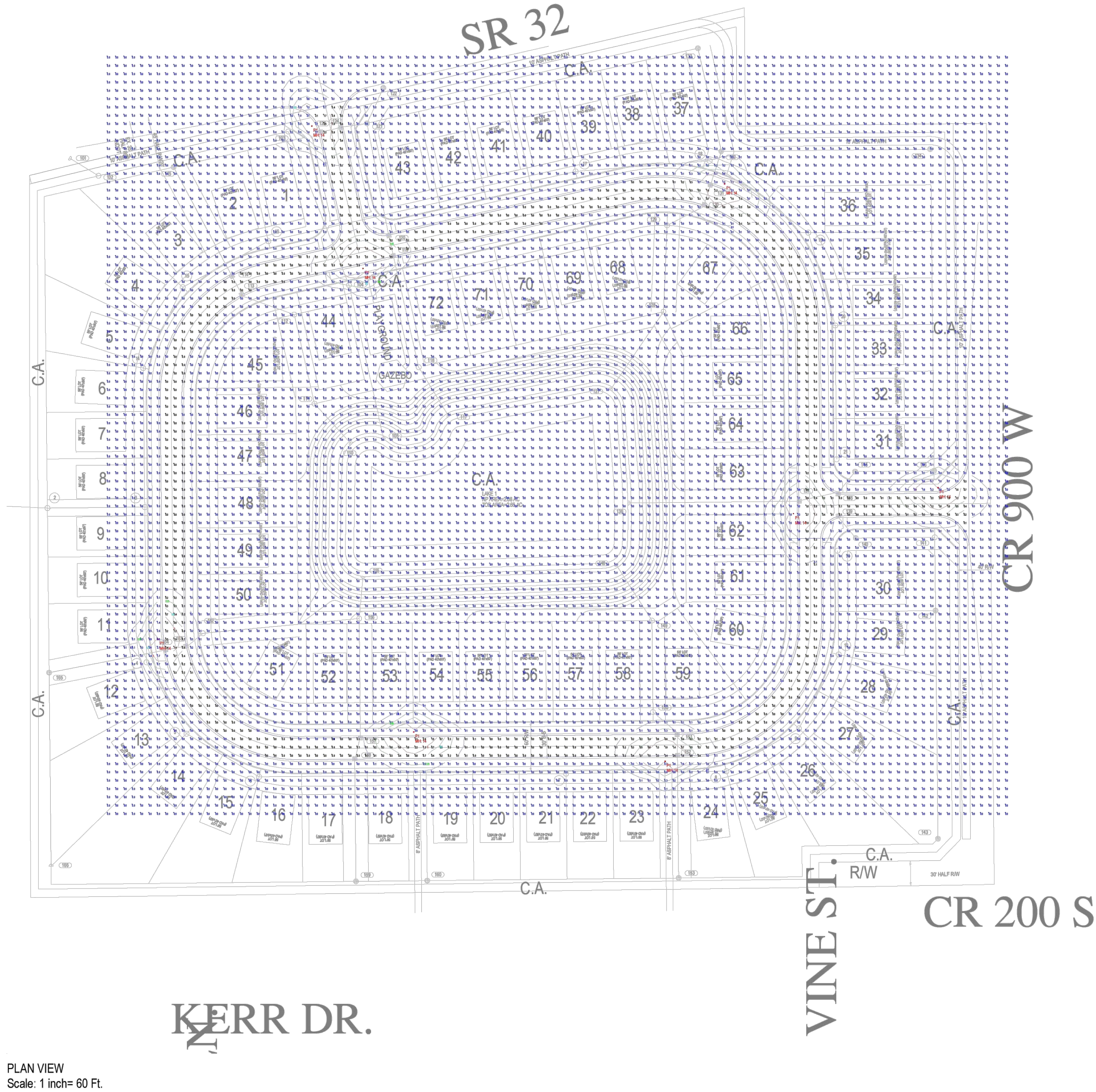
ENGLEWOOD
LAPEL, INDIANA
PROPOSED DEVELOPMENT PLAN

PROFESSIONAL ENGINEER
No. 11400758
NOT FOR CONSTRUCTION

Kristopher K. Leichhorn

DRAWN BY TS	JOB NUMBER 2024-310-S
CHECKED BY KE	
DATE JULY 7, 2025	
SCALE AS SHOWN	

SHEET
C1.3
PROPOSED DEVELOPMENT
PLAN



RENDER - NTS

PHOTOMETRIC PLAN DESIGNED BY ESL-SPECTRUM
WWW.ESL-SPECTRUM.COM
PHONE: 317.951.2300

Luminaire Schedule									
Project: 20250128-2N ENGLEWOOD - SITE LIGHTING (6-25-25)									
Symbol	Qty	Label	Arrangement	Lum. Watts	Lum. Lumens	LLF	Manufacturer	Description	
☐	4	P1	Single	53.8611	6223	0.850	LEOTEK	PTC-S-F-T-S-30J-MV-30K-3-XX-065 - 14' POLE	

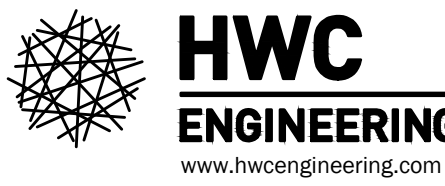
CALCULATIONS ARE MAINTAINED HORIZONTAL ILLUMINANCE FIGURES IN FOOT-CANDLES
POINTS SHOWN ARE AT GRADE
FIXTURES ARE MOUNTED 14' A.F.G.

Calculation Summary									
Project: 20250128-2N ENGLEWOOD - SITE LIGHTING (6-25-25)									
Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min		
PERIMETER @ GRADE	Illuminance	Fc	0.02	3.3	0.0	N.A.	N.A.		
STREET @ GRADE	Illuminance	Fc	0.25	3.5	0.0	N.A.	N.A.		

ESL-Spectrum's services are for estimative purposes only, and are not warranties.
Final design and illumination levels must be determined and specified by an electrical engineer.
Field results may differ from computer predictions because of many uncontrollable factors and adverse test conditions such as:
line voltage variations, lamp performance, product manufacturing tolerances, and gable conditions.
THE FIXTURE TYPE(S) AND LAMP(S) SPECIFIED ON THIS LAYOUT MUST BE USED IN ORDER TO MEET THE EXACT CRITERIA AND PERFORMANCE DATA SHOWN.



REVISIONS		
DATE	DESCRIPTION	BY



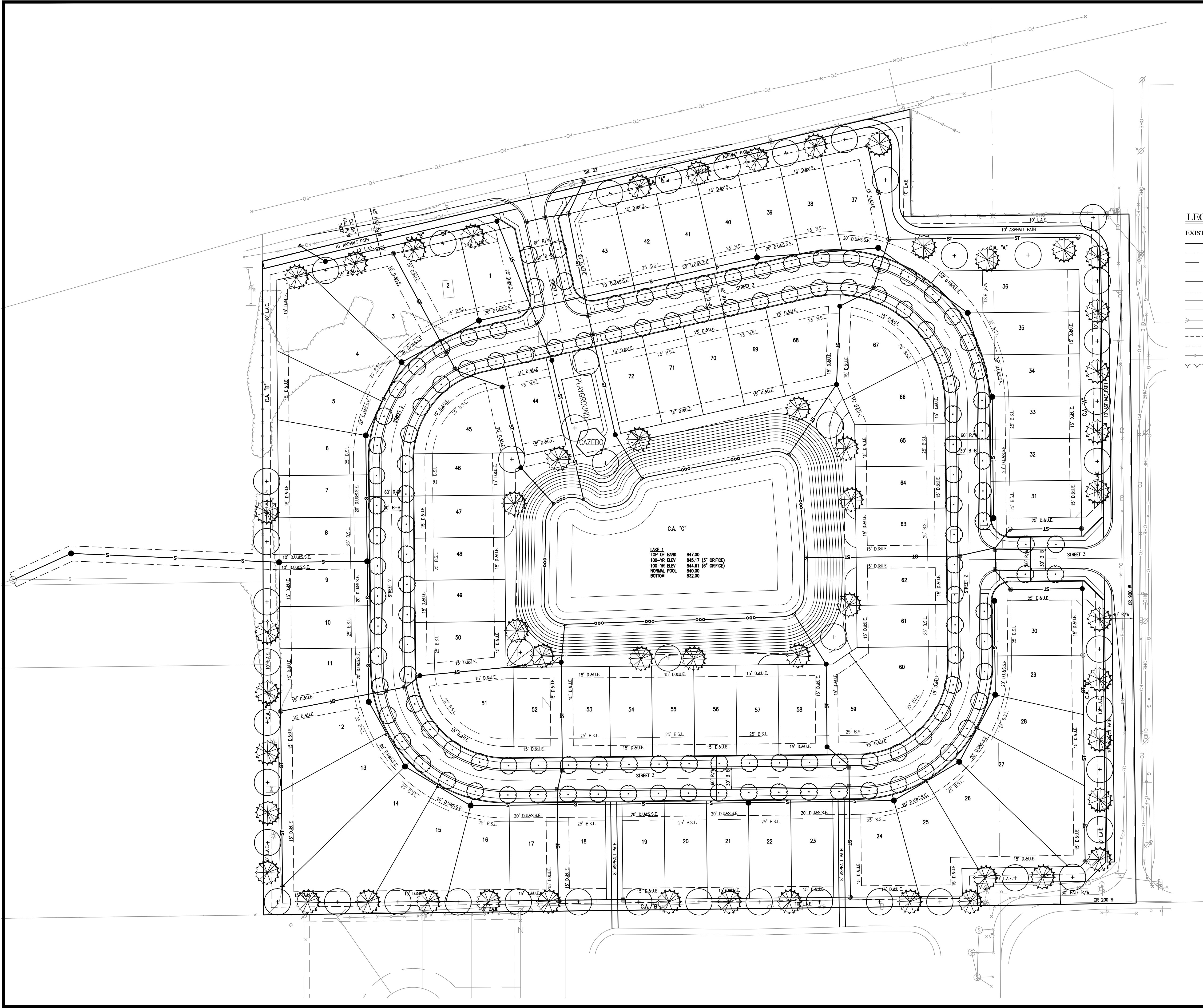
ENGLEWOOD
LAPEL, INDIANA
LIGHTING PLAN

PROFESSIONAL ENGINEER
No. 11400758
NOT FOR CONSTRUCTION

Keithorn K. Keithorn

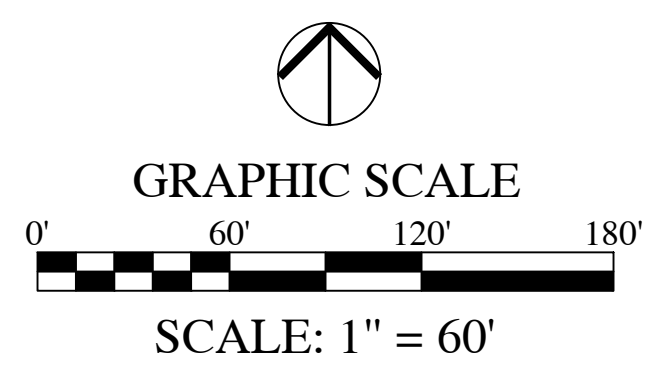
DRAWN BY TS	JOB NUMBER 2024-310-S
CHECKED BY KE	
DATE JULY 7, 2025	
SCALE AS SHOWN	
SHEET	

E1.0
LIGHTING PLAN





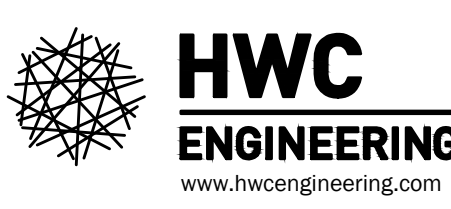
KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.
Call 811 or 800-382-5544 Before you Dig!



LEGEND:	
EXISTING	PROPOSED
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	SETBACK LINE
	CENTERLINE
	SWALE / FLOWLINE
	SUBSURFACE DRAIN
	SANITARY SEWER
	STORM SEWER
	STORM CULVERT
	WATER MAIN
	CONTOUR, MAJOR
	CONTOUR, MINOR
	FENCE
	TREE LINE
	SANITARY MANHOLE
	STORM MANHOLE
	STORM INLET
	STORM END SECTION
	FIRE HYDRANT / VALVE
	WATER VALVE
	POWER POLE
	STREET LIGHT
	FLOW ARROW
	FLOOD ROUTE
	SPOT ELEVATION
	PAVEMENT ELEVATION

LANDSCAPE LEGEND:	
	CANOPY TREE
	STREET TREE
	EVERGREEN TREE

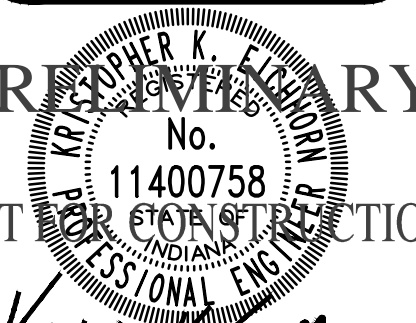
REVISIONS		
DATE	DESCRIPTION	BY



HWC
ENGINEERING
www.hwcengineering.com

ENGLEWOOD
LAPEL, INDIANA
LANDSCAPE PLAN

PROFESSIONAL ENGINEER
No. 11400758
NOT FOR CONSTRUCTION



Kristopher K. Keithhorn

DRAWN BY TS	JOB NUMBER 2024-310-S
CHECKED BY KE	
DATE JULY 7, 2025	
SCALE AS SHOWN	
SHEET	

L1.0
LANDSCAPE PLAN

EXHIBIT 3. PUD ORDINANCE AND COVENANTS

AUGUST 4, 2025



ENGLEWOOD
PLANNED UNIT DEVELOPMENT

PETITIONER

ARBOR HOMES

9225 Harrison Park Court Indianapolis, IN 46216



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STATEMENT OF INTENT

Arbor Homes (“Petitioner”) seeks to rezone approximately twenty-five (25) acres of land within the Town limits of Lapel, Indiana. The property is currently zoned General Commercial. Arbor Homes is proposing to rezone the property to Residential / Planned Unit Development to develop a single-family community.

The property is located on the south side of W State Road 32, west of S 900 W and Lapel High School. The property is surrounded by a mix of different uses. Those uses include; a school, single-family homes, commercial property, and a park. The proposed Englewood Community will consist of a maximum of seventy-two (72) homes. The proposed product is our traditional Arbor Homes.

The proposed density of the development is 2.85 units per acre with a total of 5.7 acres of open space, totaling 23% of the overall development. Amenities will include trails, sidewalks, a playground and gazebo area, and perimeter paths.

ORDINANCE NUMBER ____ - 2025

ENGLEWOOD PLANNED UNIT DEVELOPMENT

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAPEL, MADISON
COUNTY, INDIANA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE
TOWN OF LAPEL, INDIANA.**

WHEREAS, the Town Council of the Town of Lapel, Indiana (the "Town Council"), adopted the Town of Lapel, Indiana Unified Development Ordinance (the "Unified Development Ordinance") pursuant to its authority under the laws of the State of Indiana, Indiana Code § 36-7-4 et seq., as amended; and

WHEREAS, the Town of Lapel, Indiana (the "Town") is subject to the Unified Development Ordinance; and

WHEREAS, the Town of Lapel Advisory Plan Commission (the "Commission") considered a petition ("Docket ____"), the Englewood Planned Unit Development, filed with the Commission requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in Exhibit A attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded Docket _____, after a public hearing held on the ____ day of _____, 2025, to the Town Council with a _____ recommendation by a vote of _____ in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Town Council on _____, 2025;

WHEREAS, the Town Council is subject to the provisions of the Indiana Code §36- 7- 4-1507 and Indiana Code § 3 6-7-4-1512 concerning any action on this request; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Lapel, Madison County, Indiana, meeting in regular session, that the Unified Development Ordinance and Zoning Map are hereby amended as follows:

Section 1. **Applicability of Ordinance.**

- 1.1 The Unified Development Ordinance and Zoning Map are changed to incorporate Real Estate (Exhibit A) into the Englewood Planned Unit Development District (the "Englewood PUD District / District").
- 1.2 Development of the Real Estate is governed by (i) the provisions of Englewood Planned Unit Development Ordinance (Ordinance") and its exhibits, and (ii) the provisions of the Unified Development Ordinance (UDO) as set forth herein, except as modified, revised, supplemented, or expressly made inapplicable by this Ordinance.
- 1.3 All provisions and representations of the UDO that conflict with the provisions of this Ordinance are made inapplicable to Real Estate and are superseded by the terms of this Ordinance.

Section 2. **District Plan and Concept Plan.**

- 2.1 The Real Estate within the Englewood PUD District is one (1) District as depicted on the "Concept Plan", attached as Exhibit B. Development of the District is regulated as set forth in this Ordinance.
- 2.2 The Concept Plan is incorporated in accordance with V12.2.3. The community design and lot layout must be substantially similar to the design shown in the Concept Plan.

Section 3. **Underlying Zoning District.** The underlying Zoning District shall be R2 Single-family Residential: Traditional Neighborhood District.

Section 4. **Permitted / Special Uses.** The following Permitted Uses shall apply to the Englewood PUD District.

- 4.1 Permitted Uses:
 - 4.1.1 Residential Uses: Single-family homes.
 - 4.1.2 Park Uses: Nature Preserve, Park and/or Playground.
- 4.2 Special Uses: None

Section 5. **Accessory Uses / Structures.** The following Accessory Uses / Structures standards apply to the Englewood PUD District.

- 5.1 Accessory Structure Defined: A structure which is subordinate to a primary structure in area, intent, and/or purpose; contributes to the comfort, convenience, or necessity of occupants of the primary building, structure, or principal use; does not alter or change the character of the premises; is located on the same lot as the primary building, structure, or use.
- 5.2 All accessory uses and structures shall be permitted only in association with, and on the same lot as the primary use or structure. Accessory uses and structures shall not be permitted to be located, placed, or established on any lot prior to the establishment of a primary use or structure. Swimming pools (any in-ground and above ground deeper than eighteen inches and a minimum of eight feet wide) are considered an accessory structure and require a permit by the Town of Lapel. All in-ground pools will require a permit.
- 5.3 Other than a swimming pool (as described above), no accessory structures shall be allowed within the District.

- 5.4 Accessory structures are not deemed to include swing sets/playgrounds, mailboxes, lampposts, doghouses, tree houses, and other such incidentals except as otherwise stated in this District. The combined size of these structures shall not exceed 65% of the ground floor living area of the primary structure.
- 5.5 No vehicle may be used as an accessory structure.
- 5.6 A child day-care home is permitted as an accessory use within the District.
- 5.7 Semi-trailers, Personal-On-Demand Storage (PODS), truck box beds, buses and other similar items shall not be considered accessory structures in this District, provided that they are not left in place longer than fourteen (14) calendar days (consecutive or not).

Section 6. **Temporary Uses / Structures.** The following Temporary Uses / Structures standards apply to the Englewood PUD District.

- 6.1 The following temporary uses and structures are permitted without a permit:
 - 6.1.1 Garage / yard sales are permitted for a total of seven (7) days per calendar year, per lot.
 - 6.1.2 Children's roadside stands.
 - 6.1.3 Tents used for private parties or events are permitted for a total of seven (7) days per calendar year, per lot. Tents may also be subject to the review of the applicable fire district.
 - 6.1.4 Construction trailers are permitted as temporary structures for up to twelve (12) months in any five (5) year period, per lot. Dumpsters shall not be located in any right-of-way
- 6.2 Temporary model homes and temporary sales trailers shall be permitted in each development until either building permits have been obtained for greater than 90% of the lots included in the Preliminary Plat for the development or five (5) years from the date of approval of the final plat for the most recent section of the development, whichever is greater. A permit from the Town of Lapel shall be required.
- 6.3 Model homes and temporary home sales trailers shall be located on a lot in the development in which the homes are for sale. No other structures shall be permitted on any lot occupied by a model home or temporary sales trailer.
- 6.4 A maximum of one (1) model home per design style, maximum of three (3), or temporary home sales trailer shall be permitted per builder, or subsidiary company of each builder, if applicable, marketing home in each development.
- 6.5 The placement of temporary model homes and sales trailers shall be consistent with the following requirements:
 - 6.5.1 Location: The facility shall be located on the lot nearest to the entrance of the development which is not occupied by another structure. In no instance shall a temporary home sales facility be located further than the first four (4) lots from the development entrance.
 - 6.5.2 Uses: The facility shall be used for open-house purposes for prospective buyers only and shall not be used for corporate meetings or construction management

activities. Such temporary home sales facilities may not be directly used for the purpose of selling homes in other developments or in other communities.

- 6.5.3 Signage: Signage shall be limited to one (1) ground sign not to exceed six (6) feet in height and twenty-four (24) square feet in area. Such signage shall be placed a minimum of ten (10) feet from the right-of-way, fifteen (15) feet from adjacent property lines, and in a manner consistent with the intersection sight visibility requirements of this Ordinance.
- 6.5.4 Lighting: Exterior lighting shall be limited to what is customary for resident-occupied homes and shall be shielded to reduce glare and light trespass onto adjacent lots. Interior lighting shall be limited to what is customary for resident-occupied homes and shall be turned off by 9:00 pm and shall remain off until 8:00 am daily.
- 6.5.5 Hours of Operation: Operation of the facility shall be limited to the hours of 8:00 am through 9:00 pm daily. The operation shall be limited to a maximum of two (2) employees working in the model home at any time.
- 6.5.6 Parking: Temporary home sales facilities shall conform with the following parking requirements:
 - 6.5.6.1 Model homes shall provide a minimum of two (2) off-street parking spaces for the use of salespeople and potential buyers.
 - 6.5.6.2 Off-street parking for the facility shall be located in, and not extend beyond, the driveway. Such driveway area shall be consistent in size and paving with those of the homes to be constructed in the development.
 - 6.5.6.3 Temporary sales trailers shall be prohibited from providing off-street parking of any type for any purpose.
- 6.5.7 Landscaping: Temporary home sales facilities shall conform with the following landscaping requirements:
 - 6.5.7.1 Model homes shall provide landscaping consistent with the requirements of this Ordinance for homes to be constructed in the development.
 - 6.5.7.2 Temporary sales trailers shall provide a landscaped area extending from the trailer for five (5) feet in each direction.
 - 6.5.7.2.1 Such landscaping shall include a variety of shrubs and other materials consistent with the landscaping design of the property and the development.
 - 6.5.7.2.2 The trailer site shall be graded to ensure proper drainage and treated with a combination of grass seed and sod appropriate to prevent erosion and provide a lawn consistent with that of the homes to be built in the development.
- 6.6 Prior to the sale of a model home for use as a residence, all signage and exterior lighting shall be removed, and the garage area shall be returned to its primary use.
- 6.7 Any builder using a temporary home sales trailer and either constructing an approved model home consistent with this section or removing the trailer shall restore the temporary home sales trailer site to pre-installation conditions, removing the trailer and any associated

signage and lighting. If the trailer is to be replaced by a model home, the trailer and all associated site features shall be removed within ten (10) days of the issuance of any certificate of occupancy for the model home.

Section 7. **Lot / Yard / Height Standards.** The following Lot / Yard standards apply to the Englewood PUD District.

7.1 **Development Standards Matrix:**

Standards	Englewood PUD District
Min. Lot Area	6,000 SF
Min. Lot Width (at Building Line)	56'
Min. Lot Frontage (at ROW)	50'
Min. Front Yard Setback	25'
Min. Street Side Yard Setback	15'
Min. Side Yard Setback	8'
Min. Rear Yard Setback	15'
Max. Lot Coverage	50%
Min. Total Living Area	1,100 SF
Min. Ground Floor Area	N/A
Max. Building Height	35'

7.2 **Driveways:** Driveways shall be at least twenty-five (25) feet away from the nearest intersection. All driveways are permitted over utility easements but must maintain a minimum of two (2) feet from side yard property lines.

7.3 **Variations:** The Administrator may approve a 10% reduction in any minimum development standard or 10% increase in any maximum development standard specified in this Section. The request and justification for the variation shall be submitted in writing.

Section 8. **Landscaping Standards.** The following Landscaping Standards shall apply to the Englewood PUD District.

8.1 **Planting Standards:** All plant materials shall be living plants and shall meet the following requirements. All plant materials required by this section shall be free of disease, insects, and / or damage, and shall be correctly labeled indicating genus, species and cultivar.

8.1.1 In no instance shall any landscaping required by this section, or by any other section of this Ordinance be used to meet the requirements of a different Ordinance section.

8.1.2 Any existing vegetation on site, which is retained, may be counted towards the minimum landscaping requirements.

8.1.3 All new trees required to be planted by this Ordinance shall be measured consistent with the American Nursery Standards Institute (ANSI).

8.1.3.1 All deciduous trees shall be two and one-half (2 1/2) inches in diameter at the time of planting - measured six (6) inches above the root flair.

8.1.3.2 All evergreen trees shall be six (6) feet in height at the time of planting - measured from the top of the root flair to the top of the canopy.

8.1.3.3 All shrubs shall be twelve (12) inches in height at the time of planting -

measured from the ground (once planted) to the top of the canopy.

- 8.1.4 Earthen mounds (berms) shall be physical barriers which block or screen the view similar to a hedge, fence, or wall. If installed, berms shall meet the following requirements:

8.1.4.1 Berms shall be constructed to maintain a side slope of 3/1 foot or less.

8.1.4.2 Berm areas not containing planting beds shall be covered with grass or living groundcover maintained in a healthy growing condition.

8.1.4.3 Berms shall be constructed in such a manner so as not to alter drainage patterns on site or on adjacent properties or obstruct vision for reasons of safety, ingress, or egress.

8.1.4.4 If a berm is constructed with a retaining wall or by terracing, the earthen slope shall face the exterior of the site.

- 8.1.5 Trees listed in the following table shall be prohibited.

Common Name	Horticultural Name
Boxelder Acer Negundo	Boxelder Acer Negundo
Ginkgo	Ginkgo Biloba (female only)
Honey Locust	Gleditsia Triacanthos var. Inermis (with thorns)
Mulberry	Morus Species
Poplars	Populus Species
Black Locust	Robinia Species
Willows	Salix Species
American Elm	Ulmus Americana
Siberian Elm	Ulmus Pumila
Slippery Elm; red Elm	Ulmus Rubra
Chinese Elm	Ulmus Parvifolia
Ash	All varieties susceptible to EAB
Sweet Gum	Liquidambar Styraciflua (seed varieties)
Tree of Heaven	Ailanthus Altissima
Birch, White Paper	Betula Papyrifera

- 8.1.6 Grass shall be planted in species normally grown as permanent lawns in Central Indiana and may be sodded or seeded; except in swales or other areas subject to erosion, where solid sod, erosion-reducing netting, or suitable mulch shall be used. Other grass may also be used as an ornamentation application unless otherwise specifically prohibited by this Ordinance or deemed unacceptable by the Administrator.

- 8.1.7 All required “Foundation Plantings” must be within ten (10) feet of the structure’s foundation and should consist of perineal shrubs, ornamental shrubs, ornamental plants, or flowering plants.
- 8.1.8 No landscaping materials, vegetation, plants, shrubs, trees, retaining walls, bedding, lighting, or mounds may extend into any proposed right-of-way or easement without written permission from the agency that established the right-of-way or easement.
- 8.2 Design Standards: All proposed landscape materials shall complement the form of any existing trees and plantings. Light, water, soil quantity and quality, and on-going maintenance requirements shall be considered in selecting plant materials.
- 8.3 Maintenance Requirements: Trees, vegetation, irrigation systems, fences, walls, and other landscape elements are considered elements of a project in the same manner as parking and other site details. The owner of the property shall be responsible for the continuous proper maintenance of all landscaping materials, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all times.
 - 8.3.1 All unhealthy or dead plant material shall be replaced by the next planting period. Other defective landscape material shall be replaced or repaired within three (3) months.
 - 8.3.2 Landscape materials are intended to grow, spread, and mature over time. Landscaping materials used to fulfill the requirements of this section may not be pruned or otherwise treated to reduce overall height or level of opacity. Pruning, limbing-up, topping, and other inhibiting measures including removal may only be practiced ensuring public safety, maintaining a neat and attractive appearance, and preserving the relative health of the material involved.
- 8.4 Interior Planting Requirements: Landscaping shall be required on each lot.
- 8.5 Off-Street Parking Areas; Landscaping Requirements: None.

Section 9. **Buffer Zone / Screening Standards.** The following Buffer Zone / Screening Standards shall apply to the Englewood PUD District.

- 9.1 Perimeter Buffers:
 - 9.1.1 Where the Real Estate abuts property zoned Po - Parks and Open Space District, Is - Institutional and Social District, or sports-related use, no buffer zone is required. For all other conditions, a Buffer Zone 3 (Exhibit C) applies.
 - 9.1.2 Where existing trees are being preserved and protected in place, no additional berming or landscaping is required.
- 9.2 Buffer Zone 3 (Exhibit C):
 - 9.2.1 The buffer zone shall be a minimum width of ten (10) feet.
 - 9.2.2 The buffer zone shall contain one (1) tree for each thirty (30) linear feet or fraction of buffer zone length. At least half (1/2) of the total number of trees required within the buffer zone shall be canopy trees.
 - 9.2.3 The buffer zone shall contain a three (3) foot high screen comprised of plant material, berming, screen walls or fencing, or any combination of these elements.

- 9.2.4 If berming is used for all or part of the buffer zone screen, the berm shall contain a minimum of one (1) shrub for each ten (10) linear feet or fraction of berm length. All required plant material shall be placed on the top and exterior side slope of the berm.
- 9.2.5 If a screen wall or fence is used for all or part of the buffer zone screen, a minimum of one (1) shrub for each ten (10) linear feet or fraction of wall or fence shall be placed on the exterior side of the wall or fence.
- 9.2.6 If plant material is used for all or part of the required buffer zone screen, the screen shall consist of a minimum of four (4) shrubs for each twenty (20) linear feet or fraction of screen length. The shrub shall be a minimum of twenty-four (24) inches high at the time of planting.
- 9.2.7 All areas outside of the planting beds shall be covered with grass or other living ground cover.

Section 10. **Approved Tree Species.** See Exhibit D for the Approved Tree Species table.

Section 11. **Open Space Requirements.** The following Open Space Standards shall apply to the Englewood PUD District.

- 11.1 The District shall provide 20% Open Space.
- 11.2 For the purposes of this Ordinance, Open Space shall include Buffer Zones and detention ponds in common areas.
- 11.3 Required planting strips and decorative medians shall not count towards Open Space within the District.
- 11.4 Open space shall be planned and improved, accessible, and usable by people living nearby. Improved shall mean cleared of underbrush and debris with groundcover properly maintained.
- 11.5 Open spaces shall be linked to one another by any internal pedestrian ways and shall contain one (1) or more of the following:
 - 11.5.1 Landscaping
 - 11.5.2 Walls or fencing,
 - 11.5.3 Statues or other identifying markers,
 - 11.5.4 Fountains,
 - 11.5.5 Outdoor seating,
 - 11.5.6 Sports fields/courts (baseball, etc.), or
 - 11.5.7 Playground equipment
- 11.6 Open space shall be concentrated at a minimum number of sites within each development to provide the maximum amount of usable space.
- 11.7 Where practical, Existing trees, stream beds, and other valuable natural features shall be preserved within the required open space areas.

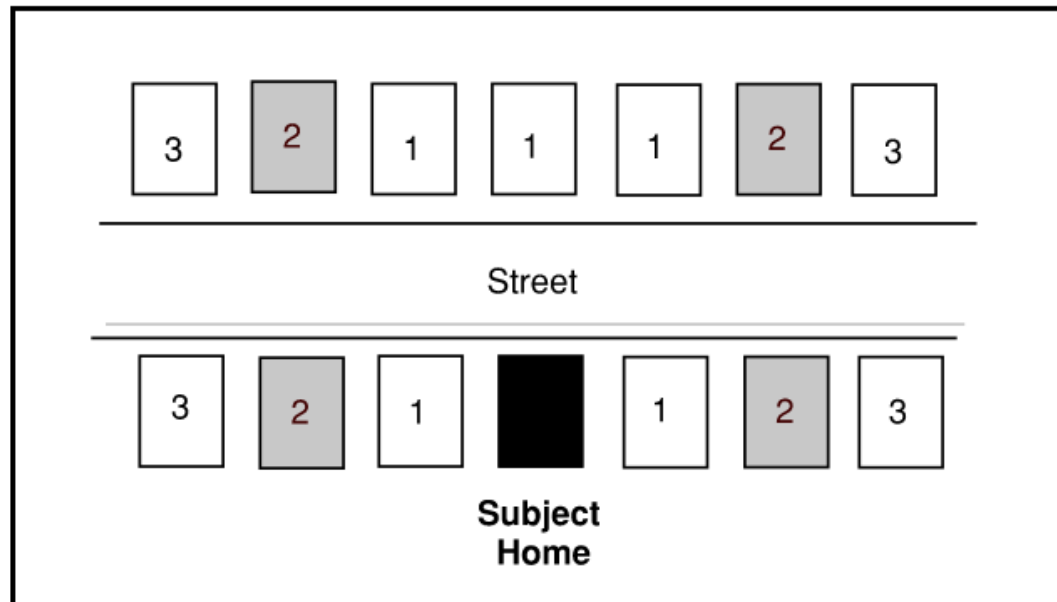
- 11.8 The Town will permit common area walks to connect to the trail system within Woodward Park.

Section 12. **Building Design and Architectural Standards.** The following Building and Architectural Standards shall apply to Englewood PUD District:

- 12.1 The "Illustrative Architectural Exhibit" included in Exhibit E is hereby incorporated into this Englewood PUD to illustrate conceptually the elements and anticipated character of and to establish a benchmark for the architecture and design of the residential dwellings on the Real Estate. The final dwelling designs may vary from the Illustrative Architectural Exhibit; however, the dwellings shall be substantially similar in quality and character to the dwellings shown in the Illustrative Architectural Exhibit. Where there is a conflict between the Illustrative Architectural Exhibit and the Architectural Design Standards listed below, compliance with the Architectural Design Standards shall supersede and the dwelling design shall be permitted.
- 12.2 **Building Materials:** All residential dwellings must have at least three (3) exterior colors (including building trim), materials, or patterns on the front facade and at least two (2) exterior colors, materials, or patterns on the side and rear facades.
- 12.3 **Roof:**
- 12.3.1 The minimum roof pitch over the main body of each house shall be 6/12. Dormer or porch roofs may have a lower roof pitch.
- 12.3.2 All homes shall have natural clay tile, slate, concrete tile with natural texture and color, wood shakes or shingles, dimensional or architectural shingles, or asphalt shingles.
- 12.3.3 Any roof vent visible from the front façade shall be painted to match the color of the roofing material.
- 12.4 **Overhangs:** There shall be a minimum of nine (9) inch overhang on all sides of the home.
- 12.5 **Downspouts:** Downspouts cannot outlet onto the sidewalk between the driveway and front door nor can they outlet into a part of the yard where the water would flow over that sidewalk. Any downspouts located between the garage door and the front door need to be routed under the sidewalk to outlet into the front yard.
- 12.6 **Windows:** For the purposes of the requirements of this Section, windows shall be at least six (6) square feet in area. A door with a window or sliding glass door shall not count toward the window requirements.
- 12.6.1 A two-story home shall have a minimum of three (3) windows on the front façade.
- 12.6.2 A single-story home shall have a minimum of one (1) window on the front façade.
- 12.6.3 Each home shall have a minimum of two (2) windows on each side and rear of the home façade.
- 12.6.4 Each single-story home shall have at least three (3) windows on the rear of the home façade. Each multi-story home shall have at least five (5) windows on the rear of the home façade.
- 12.7 **Lighting:** Each home shall have a minimum of two (2) carriage lights.

- 12.8 **Anti-monotony Requirements:** To improve the architectural diversity along a streetscape, homes of the same elevation and color scheme are not permitted next to or directly across the street from each other. Additionally, the home color scheme may not be repeated for two (2) homes on either side of the subject home and the five homes directly across the street from the subject home. *Figure I* below illustrates this requirement. An Anti-monotony Form shall be submitted with each building permit application to ensure that requirements are achieved.

Figure I: Architectural Diversity Standards



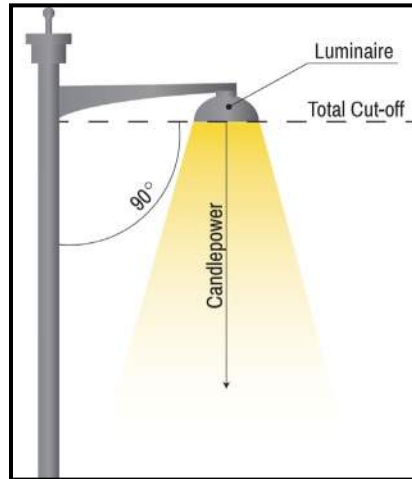
- Lots indicated with the number one (1) must use a different elevation and color scheme than the subject property, however, they may use the same trim color as the subject property
- Lots indicated with the number two (2) must use a different color scheme than the subject property, however, they may use the same trim color and brick or stone color as the subject property. These lots may use the same building elevation as the subject property.
- Lots indicated with the number (3) may use the same elevation and color scheme as the subject property.
- In determining if a building elevation meets these standards, the reviewer evaluates differentiation in the colors of the (a) siding, (b) siding accents, (c) trim, (d) front door, (e) shutters, and (f) brick or stone.

Section 13. Lighting Standards. The following Lighting Standards shall apply to properties in the Englewood PUD District:

- 13.1 Lighting on each lot shall be designed to reduce light pollution while providing the maximum light necessary for security and safe pedestrian movements.
- 13.1.1 All ground lighting that is used to cast light on buildings or signs and must utilize the least amount of light necessary to light the facade, building feature, or sign. The light fixture and any bulb must be shielded from view of any street, sidewalk, or other public right-of-way. facades, features of buildings, or signs must have shields to ensure that light does not project beyond.

- 13.1.2 Lighting fixtures and poles must be consistent in color, height, and design throughout the development.
- 13.1.3 All freestanding lights and lights mounted on walls or facades must have cut off luminaires at 90 degrees or less of an angle (downlighting). *Figure II* below illustrates this requirement.

Figure II: Freestanding Lights



- 13.1.4 Lighting from a property may not cause more than one (1) foot candle of illumination beyond the property line.
- 13.1.5 Measurements of light readings shall be taken along any property line of the subject property with a light meter facing the center of the property at a height of six (6) feet.
- 13.2 Street Lighting Standards:
 - 13.2.1 Street and ROW lighting (including lighting provided along internal pedestrian paths) shall be provided throughout the development to provide security and safe pedestrian and automobile movement.
 - 13.2.2 Streetlights shall be provided at all intersections of roads within and adjacent to the subdivision and where necessary to provide continuous lighting on all residential streets, sidewalks, and pedestrian paths.
 - 13.2.3 The specific location of street lighting shall be determined by the Plan Commission, the Engineer, and the Town Council, based on the lighting options made available by the appropriate electric company.
 - 13.2.4 Streetlights shall be located in the required buffer strips which separate the road pavement from the sidewalk.
 - 13.2.5 All costs related to the installation of street lighting shall be the responsibility of the developer. All costs relating to the use and maintenance of the streetlights shall be the responsibility of the Homeowner's Association of the development.
- 13.3 Exemptions: Low-wattage fixtures (comprised of incandescent or LED bulbs of less eight (8) watts each or other lamps of output less than one hundred (100) lumens each) used for

holiday decoration are exempt from this Ordinance. These lights shall be removed within thirty (30) days after the end of the holiday.

- 13.4 Prohibited Lighting: The following lighting types shall be prohibited from use in the District:

13.4.1 Searchlights.

13.4.2 Laser source lights.

13.4.3 Neon or fluorescent lighting (excluding compact fluorescent lamps).

13.4.4 Blinking, flashing, or lights resembling those used by emergency vehicles.

Section 14. Environmental Standards. The following Environmental Standards shall apply to the Englewood PUD District:

- 14.1 Land Suitability: No land shall be used, or structure erected where the land is unsuitable for such use or structure due to slopes greater than 10%, adverse soil or rock formation, erosion susceptibility, low percolation rate or bearing strength, or any other feature as determined by the Administrator and/or Building Inspector likely to be harmful to the health, safety, prosperity, aesthetics, and general welfare of the community.
- 14.2 Preservation of Natural/Historic Features: Existing natural and historic features which would add value to the development of the town such as trees, streams, vistas, lakes, historical landmarks (as listed in the Indiana Department of Natural Resources Indiana Historic Sites and Structures Inventory), and similar irreplaceable assets, when possible, should be preserved through harmonious, and careful design. Land to be developed shall be designed and improved as far as practical in conformity to existing topography in order to minimize storm water runoff and conserve the natural cover and soil.
- 14.3 Landscaping: Any part or portion of a non-farm parcel which is not used for structures, loading or parking spaces, sidewalks and accessory uses shall be landscaped or left in a natural state. If landscaped, it shall be planted with an all-season ground cover and shall be landscaped with trees and shrubs in accordance with the requirements of the Landscaping Standards in Section 8 of this Ordinance and shall be in keeping with natural surroundings.
- 14.4 Cut / Fill Grade: No cut or fill grade shall exceed a slope of 3/1 or 33-1/3%. This provision shall apply to all cuts and fills exceeding one hundred (100) square feet in exposed surface area, including cuts or fills on land naturally exceeding 3/1 in slope.
- 14.5 Treatment of Fill: Material used for fill, when permitted by the Town or by the IDEM, IDNR, or another governmental agency, shall be promptly covered and seeded.
- 14.6 Erosion Prevention: All land, regardless of slope, from which structures or natural cover has been removed or otherwise destroyed, shall be appropriately graded and seeded within 30 days after the removal or destruction of said natural cover to prevent erosion.
- 14.7 Surface Water: It shall be the responsibility of the owner of any lot or parcel of land developed for any use other than for agriculture to provide for adequate surface water drainage. Existing natural surface drainage should be utilized. Whenever the evidence available indicates that the natural surface drainage is inadequate, the owner shall provide the parcel with an adequate surface water drainage system which shall be integrated into the drainage pattern of surrounding properties. Swales are required to be placed in an easement to prohibit future filling or constructing. On-site detention for a 100-year storm event shall be required unless a written statement by the County Engineer indicates that it

is not necessary to prevent harm to adjoining properties. All drainage plans are subject to review and approval by the Madison County Engineer and Madison Drainage Board.

- 14.8 Drainage: Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements are not to be altered, except for maintenance as originally constructed and as approved by the Madison County Highway Department, the Madison County Drainage Board, or the Indiana Department of Transportation. Driveways may be constructed over these swales as permitted by the appropriate agency.
- 14.9 Regulated Drain Setbacks: No permanent structures other than a fence may be erected, and if erected in violation of this section, no such structure may be used if its location is within fifty (50) feet of the center line of any regulated tile ditch, or within fifty (50) feet of the existing top of bank of any regulated open ditch or tile unless approved by the Madison County Engineer and Madison County Drainage Board.
- 14.10 Alterations to Bodies of Water: No alteration of the shoreline or bed of a river, wetland, or public lake shall be made until appropriate written approval is obtained from the Indiana Department of Natural Resources, and Army Corp of Engineers, the Indiana Department of Environmental Management; and the provisions of this Ordinance are complied with.
- 14.11 Retention, Detention, and Pond Edges: All retention, detention, and pond edges must be maintained with a buffer of natural plantings within twenty (20) feet of the peak elevation. The use of “riprap” or any other engineered hard edges are not permitted except around inlets and outlets. However, the use of “riprap” or any other engineered hard edges shall not exceed 5% of lineal feet of the total edge of any retention facility, detention facility, or pond.
- 14.12 Code Compliance / Hazardous Waste: All development must follow Title 329 of the Indiana Code, as amended, as it relates to hazardous waste, low level nuclear waste, underground storage tanks, waste tires, and other applicable chapters of said Title.
- 14.13 Code Compliance / Environmental Quality: All development must follow Title 13 of the Indiana Code, as amended, as it relates to air pollution control, water pollution control, solid waste management, and other applicable chapters of said Title.
- 14.14 Waste/Debris: No waste materials such as garbage, rubbish, household appliances, inoperable vehicles, furniture designed for interior use, gasoline, oil, flammables, soils, tars, chemicals, greases, dead plant material, noxious weeds, industrial or agricultural waste, or any other material of such nature, quantity, obnoxiousness, toxicity, or temperature so as to contaminate, pollute, or harm water bodies or ground water, provide a habitat for disease carrying animals and insects, or represent a public safety hazard shall be deposited, located, stored, or discharged outside on any lot; nor shall such waste be allowed to accumulate within structures in a manner that is inconsistent with applicable regulations for the storage of such materials.
- 14.15 Fuel Storage: No highly flammable or explosive liquids, solids, or gasses specified by the State Fire Marshal shall be stored except in accordance with the rules established by the State Fire Marshall.

Section 15. Parking Standards. The following Parking Standards shall apply to the Englewood PUD District:

- 15.1 One and one-half (1½) paved, off-street parking space is required per dwelling unit. Off street parking spaces may not fully or partially be in a public right-of-way or utility

easement. Each space must be ten (10) feet wide and twenty (20) feet long. Parking spaces shall be provided on the same lot as the dwelling units for which they are required.

- 15.2 No vehicle, including recreational and commercial vehicles, shall be parked, stored, or allowed to remain on a lot or parcel of land that does not contain a principal structure.
- 15.3 Vehicles or trailers of any type without current license plates and registration or in an inoperable condition shall be prohibited other than in completely enclosed buildings.
- 15.4 No vehicle or tractor / trailer of any type may be used predominantly for the purpose of personal storage.
- 15.5 Storage or parking of recreational vehicles (jet skis, ATVs, boats, campers and trailers) may be allowed if it is stored in the garage. A recreational vehicle may be parked on a residential lot, outside of an enclosed structure or rear yard, for a period not to exceed a total of seventy-two (72) hours in any thirty (30) day period.
- 15.6 The parking of commercial vehicles in residential districts is subject to the following conditions:
 - 15.6.1 The parking of commercial vehicles is prohibited, unless it is stored in the garage.
 - 15.6.2 This regulation shall not be interpreted to apply to commercial vehicles used for conveying the necessary tools and materials to premises where labor, using such tools and materials, is to be performed during the time of parking such vehicles, or to commercial vehicles in the process of temporarily loading or unloading deliverable goods.

Section 16. **Entrance / Drive Standards.** The following Entrance / Drive Standards shall apply to the Englewood PUD District

- 16.1 The location of drives on or near curves and changes in grade shall be investigated individually by the Town Council and evaluated for their sight distance and the design speed of the roadway or the posted speed limit, whichever is greater. The Town Council may specify entrance and drive locations based on this investigation.
 - 16.1.1 No entrance or drive shall be permitted within:
 - 16.1.1.1 One hundred-forty (140) feet of the apex of a curve (30 degrees or greater) and where the road is an Arterial,
 - 16.1.1.2 One hundred-twenty (120) feet of the apex of a curve (30 degrees or greater) where the road is a Collector,
 - 16.1.1.3 Seventy (70) feet of the apex of a curve (30 degrees or greater) where the road is a Local Road.
 - 16.1.2 Curb cuts and drives are permitted within thirty (30) feet of the crest of a hill unless the Building Inspector determines the visibility to be impaired.
- 16.2 No entrance or drive shall exceed the following pavement widths for two-way traffic (if one-way, the measurements shall be half (1/2) of the measurements below):
 - 16.2.1 Twenty-two (22) feet from a single-family residential district onto any type of street.

- 16.3 The distances for the above standards shall be determined by measuring from the outside edges of the curb or pavement (whichever is more) of the entrance or drive at the public right-of-way which it accesses.
- 16.4 The number of entrances or drives provided shall be limited to two (2) drives for this development.
- 16.5 The Administrator or Plan Commission may determine that the following are necessary:
 - 16.5.1 An acceleration or deceleration lane, or
 - 16.5.2 a passing blister at a new entrance or drive.
- 16.6 No entrance or drive shall be permitted to begin within:
 - 16.6.1 One hundred (100) feet of any intersecting road if along an Arterial Road.
 - 16.6.2 Seventy-five (75) feet of any intersecting road if along a Collector Road.
 - 16.6.3 Fifty (50) feet of any intersecting road if along a Local Road.
- 16.7 Entrance / drives must be paved with a hard surface. Specifications shall be shown on the site plan or permit.
- 16.8 No two (2) entrances or drives shall be within:
 - 16.8.1 One hundred (100) feet of one another along an Arterial.
 - 16.8.2 Fifty (50) feet of one another along a Collector.
 - 16.8.3 Twenty-five (25) feet of one another along a Local Road.

Section 17. **Sight Visibility Standards.** The following Sight Visibility Standards shall apply to the Englewood PUD District

- 17.1 All intersections must maintain an area (Sight Visibility Triangle) where primary or accessory structures, trees, vegetation, or signs (other than road signs) are not allowed to be placed or to project between a height of three (3) and eight (8) feet measured from the nearest top-of-curb (or edge of pavement where curbs are not present). Figure III below illustrates this requirement.

Figure III: Site Visibility Triangle



- 17.2 The Sight Visibility Triangle shall be established by connecting points located along the intersecting rights-of-way at the distances from the point of intersection required by Table, below:

Sight Visibility Triangle Requirement	
<i>Road Type</i>	<i>“A” and “B” Segment Length</i>
Arterial	35 feet
Collector	30 feet
Local	20 feet
Private Entrance or Drive	15 feet

Section 18. **Keeping of Animal Standards.** The following Farm Animal Standards shall apply to the Englewood PUD District.

- 18.1 The keeping of farm animals shall not be allowed in the District. For this Section, farm animals shall be defined as those which are raised and maintained for, or in support of, the production of food or other products. The list includes but is not limited to: cows, sheep, pigs, chickens, etc.
- 18.2 The keeping of exotic animals shall not be allowed in the District. For this Section, exotic animals shall be defined as non-domestic animals not typically found as a household pet, often originating from a different country or region.

Section 19. **Mobile / Manufactured Home Standards.** Mobile and Manufactured homes shall be prohibited in the District.

Section 20. **Satellite Dish Standards.** The following Farm Satellite Dish Standards shall apply to the Englewood PUD District.

- 20.1 A satellite dish one (1) meter or less shall be allowed on a residential property.
- 20.2 Satellite dishes, one (1) meter or less, shall be attached to the primary structure of the property.

Section 21. **Fence and Wall Standards.** The following Farm Fence and Wall Standards shall apply to the Englewood PUD District.

- 21.1 Fences and walls shall be permitted in the District subject to the conformance with the following requirements:
 - 21.1.1 All fences and walls shall present the non-structural face outward.
 - 21.1.2 All fences and walls may be permitted up to any property line that is not also a right-of-way line or part of a required buffer zone.
 - 21.1.3 No fence or wall may be placed in any right-of-way or any required sight visibility triangle.
 - 21.1.4 No fence or wall may be placed in any drainage, utility, sidewalk, access, or other easement without written permission from the easement holder.
 - 21.1.5 No fence or wall may be placed in any required buffer zone that does not specifically provide for the inclusion of fences.
- 21.2 Fences specifically required by this Ordinance for screening, swimming pools, or other purposes may exceed the maximum heights established by this section in a manner consistent with the specific requirements of this Ordinance.
- 21.3 The height of a fence shall be determined by measuring from the highest grade to the highest point of the fence, including any posts or finials.
- 21.4 Fences and walls shall not exceed six (6) feet in height in any side or rear yard. Any fencing located in the front yard shall be constructed with new, durable, weather resistant, and easily maintainable materials and may not exceed a height of three (3) feet. Chain link, barbed-wire, razor-wire, electric, or stockade fencing shall be prohibited.
- 21.5 Any fencing being used as part of a required buffer zone installation shall meet the minimum standards in Section 9.2 of this Ordinance.

Section 22. **Sign Standards.** The following Sign Standards shall apply to the Englewood PUD District.

- 22.1 Except as otherwise provided in this Section, it shall be unlawful for any person to erect, construct, enlarge, move, or convert any sign within the jurisdiction of the Lapel Plan Commission, or cause the same to be done without first obtaining a sign permit from the Building Inspector. The following standards apply to all signs within the jurisdiction of the Town of Lapel Plan Commission:
 - 22.1.1 **Inspection:** Signs for which a permit is required may be inspected periodically by the Administrator or Building Inspector for compliance with this section.
 - 22.1.2 **Removal of a Sign:** The Administrator or Building Inspector may order the removal of any sign erected or maintained in violation of the requirements of this Town.
 - 22.1.3 **Maintenance:** All signs and their components shall be kept in good repair and in safe, neat, clean, and attractive condition. If failure to maintain a sign is determined by the Administrator or Building Inspector, a written notice will be given to the owner, business operator, or lessee of the property.
 - 22.1.4 **Illuminated Signs:** No sign shall be permitted with internal illumination. The community may have ground lighting to illuminate the sign. All lighting shall meet

the standards of the State Electrical Code, as adopted and amended by the State of Indiana. All illuminating elements shall be kept in satisfactory working conditions and immediately repaired or replaced if damaged or burned out.

22.1.5 Exempt Signs: The following signs are exempt from all provisions of this section.

22.1.5.1 Flags of any country, state, unit of local government, institution of higher learning, or similar institutional flags.

22.1.5.2 Public signs erected by or on the order of public officer(s) in the performance of public duty, such as signs to promote safety, no trespassing, or traffic signs, memorial plaques, signs of historical interest, and signs directing people to public and quasi-public facilities.

22.1.5.3 Utility signs are permitted to mark cables and lines for public and private utilities unless determined to be a hazard by the Building Inspector.

22.1.5.4 Seasonal or holiday signs, including lighting erected in the connection with the observance of holidays, provided that such signs and lighting shall be removed no later than 60 days following the holiday.

22.1.5.5 Real estate signs provided they are not located in the right-of-way and do not exceed 24 square feet.

22.1.5.6 Political campaign signs in accordance with IC 36-1-3-11.

22.1.6 Prohibited Signs: The following types of signs are expressly prohibited:

22.1.6.1 Signs that utilize any motion picture, laser, or visual projection of images in conjunction with any business or advertisement.

22.1.6.2 Signs that emit audible sound, odor, or visible matter.

22.1.6.3 Signs that purport to be or are in imitation of or resemble an official traffic sign or signal or which bear the words “Stop”, “Slow”, “Caution”, “Danger”, “Warning”, or similar words.

22.1.6.4 Signs that may be construed as a light of an emergency or road equipment vehicle.

22.1.6.5 Signs that hide any traffic or roadway sign, signal, or device from view.

22.1.6.6 Signs that interfere with the Sight Visibility Triangle as defined in Section 17 of this Ordinance.

22.1.6.7 Signs that are located in any right-of-way or non-sign easement.

22.1.6.8 Signs that obstruct any door, fire escape, stairway, or any opening intended to provide entrance or exit for any structure.

22.1.6.9 Signs placed on vehicles parked on public or private property primarily for the purpose of displaying the sign. Prohibited signs do not include those displayed on vehicles parked for the purpose of lawfully making deliveries or random sales or services. Prohibited signs do not include vehicles parked at a driver’s place of residence during non-business hours or for incidental purposes.

- 22.1.7 Off-Premises Signs: Off-premise signs shall be prohibited within the District.
- 22.1.8 Temporary: Temporary Signs are permitted in the District without a permit, subject to the following requirements:
- 22.1.8.1 Signs shall be constructed of non-rigid or semirigid materials and be designed so as not to be permanently mounted to the ground or structure.
 - 22.1.8.2 Signs shall not exceed six (6) square feet in area.
 - 22.1.8.3 Signs shall be permitted for a period not to exceed a cumulative of 60 days per calendar year.
 - 22.1.8.4 Each lot shall be limited to two (2) temporary signs.
 - 22.1.8.5 A permit shall be required for a temporary sign when it exceeds 6 square feet, and/or exceeds the 60-day time period, and/or the placement of additional temporary signs on a single lot.
 - 22.1.8.6 Signs consisting of banners, streamers, pennants, and/or inflatable devices with, alone, or in combination with other signs shall be allowed with a permit from the Town.
 - 22.1.8.7 One (1) temporary sign identifying a temporary home sales facility shall be permitted for such facilities meeting the requirements of the Temporary Use / Structure Standards in Section 6 of this Ordinance. A permit shall be required, and the sign shall be subject to the following requirements:
 - 22.1.8.7.1 The sign may be illuminated consistent with the overall illumination requirements for temporary home sales facilities established by Section 6 of this Ordinance.
 - 22.1.8.7.2 The sign shall not exceed 24 square feet in area or six (6) feet in height from ground level.
 - 22.1.8.7.3 The sign shall be placed a minimum of ten (10) feet from any public right-of-way and any other property line.
- 22.1.9 Permanent Signs: The following signs shall be permitted. A permit shall be required for each sign unless otherwise specified.
- 22.1.9.1 Homes: One (1) sign that shall not exceed a combined area of two (2) square feet is permitted as a wall sign on the primary structure of each dwelling unit.
 - 22.1.9.2 No internal illumination is permitted. Ground up-lighting may be permitted. Two (2) entry signs for residential developments are permitted at each entrance to the development.
 - 22.1.9.3 Common Area: No sign shall exceed 32 square feet in area. No sign shall exceed five (5) feet in height, measured from ground level. In no case may mounding or other alterations of the natural ground level be used as a point of reference for measuring sign height.
 - 22.1.9.4 Each sign shall be set back a minimum of two (2) feet from the right-of-way of any public street.

Section 23. **Performance Standards.** The following Performance Standards shall apply to the Englewood PUD District.

- 23.1 All uses placed into operation after the effective date of this Ordinance should comply with the following general performance standards in the interests of protecting public health, safety, and general welfare and lessening damage to property. No use on a property should exhibit obnoxious characteristics to the extent that it constitutes a public nuisance or interferes with reasonable enjoyment of neighboring properties. No use in existence on the effective date of this Ordinance should be altered or modified to conflict with these standards.
- 23.2 Air Pollution: No use on a property should release vapors, noxious, toxic or corrosive matter or other air pollutants in such concentration as to be detrimental to health, animals, vegetation or property, or conflict with public air quality standards.
- 23.3 Electrical Disturbance: No use on a property should cause electrical disturbance adversely affecting radio, television or other equipment in the vicinity.
- 23.4 Fire Protection: Firefighting equipment and prevention measures acceptable to the local Fire Departments should be readily available and apparent when any activity involving the handling and storage of flammable or explosive materials is conducted.
- 23.5 Noise: No use on a property should produce noise in such a manner as to be objectionable because of volume, frequency, intermittence, beat, shrillness, or vibration. Such noise should be muffled or otherwise controlled so as not to become detrimental or a nuisance to neighboring property-owners. Public safety sirens and related apparatus used solely for public purposes shall be exempt from this standard.
- 23.6 Vibration: No use on a property should cause vibrations to be detectable beyond lot lines without the aid of instruments.
- 23.7 Heat and Glare: No use on a property should produce heat and glare in such a manner as to create a hazard to neighboring property. No such heat or glare interferes with the reasonable enjoyment of neighboring property, or the safety of transportation routes.
- 23.8 Waste Matter: No use on a property should accumulate within the lot or discharge waste matter beyond the lot lines.
- 23.9 Water Pollution: No use on a property should produce erosion or other pollutants in such a quantity as to be detrimental to adjacent properties or to conflict with public water quality standards.

Section 24. **Public Improvement Standards.** The following Public Improvement Standards shall apply to the Englewood PUD District.

- 24.1 General Requirements: Developments are permitted only if the public streets, drainage facilities, and utilities are adequate to serve the proposed development.
 - 24.1.1 The Lapel Plan Commission, based on the recommendations of the Engineer, Surveyor, and Building Inspector, shall make determinations as to needed street, utility, and drainage improvements.
 - 24.1.2 All public improvements must be constructed to comply with all applicable standards included in this Code, the Town of Lapel Subdivision Control Ordinance, and any other adopted construction standards for the Town of Lapel.

- 24.2 Sidewalks: All developments shall be required to install public sidewalks along any public streets within and adjacent to the development.
- 24.2.1 All sidewalks shall be constructed in the right-of-way, required buffer zone, or in a sidewalk easement adjacent to the right-of-way.
- 24.2.2 Sidewalks shall be separated from the back of the curb of the adjacent road by a planting strip which is a minimum of ten (10) feet in width along arterial and collector roads and six (6) feet in width along local roads. Screening materials used to comply with any buffer zone requirements may be located within the planting strip.
- 24.2.3 Sidewalks shall be a minimum of five (5) feet in width in residential areas and eight (8) feet in width in nonresidential and mixed-use areas, or when located along the perimeter of a subdivision. (See Figure IV for clarification)
- 24.2.4 Sidewalks shall be constructed of concrete and be a minimum of six (6) inches thick in residential areas and eight (8) inches thick in nonresidential and mixed-use areas, or when located along the perimeter of a subdivision with expansion joints located minimally at five (5) foot intervals. Where construction standards for the State of Indiana or the Town of Lapel differ from the above standards, the most stringent standards shall be followed.
- 24.3 Internal Pedestrian Ways: All developments shall be required to install designated paths providing for pedestrian and bicycle movement between public sidewalks and public-use structures / areas throughout the development.
- 24.3.1 These designated paths shall be a minimum of eight (8) feet in width and include an improved surface of concrete that is a minimum of eight (8) inches thick.
- 24.3.2 Designated paths shall be separated by grade or distance from entrance drives and internal traffic aisles and drives.
- 24.4 Street Dedications: All developments shall be required to dedicate right-of-way consistent with street classifications as developed by the Lapel Plan Commission for all existing and proposed roads transecting or adjacent to the property being developed.
- 24.5 Street Construction: The owners of the new development shall install the portion of new roads proposed by existing Town plans (e.g. Comprehensive Plan) transecting or adjacent to a property being developed if either of the following conditions are present:
- 24.5.1 The development has direct access to the road proposed by the plan; or
- 24.5.2 The road proposed by the plan will provide previously unavailable access to other properties controlled by the owner of the new development.
- 24.6 Street Trees: All developments shall be required to provide street trees within the eight (8) foot planting area located in the “Frontage Zone” (See Figure IV below)
- 24.6.1 One (1) street tree shall be planted for every forty (40) feet of road frontage.
- 24.6.2 There shall be a minimum of three (3) tree species planted throughout the subdivision - selected from the approved list of street trees (see Exhibit C). Tree species shall be evenly distributed throughout the development so that there is no consecutive planting of trees belonging to the same species.

- 24.6.3 No tree may be planted so that its center is closer than two (2) feet to a sidewalk, curb, or edge of pavement (if no curbs are present).
- 24.6.4 No tree shall be planted within twenty (25) feet of the intersection of two street rights-of-way, or within ten (10) feet of the intersection of a street and an entrance driveway.
- 24.6.5 No tree shall be planted within ten (10) feet of any fire hydrant or within five (5) lateral feet of any underground or above ground utility services.
- 24.6.6 Street trees shall be hardy to Madison County, free of disease and insects, and conform to the American Standard for Nursery Stock approved by the American Nursery & Landscape Association.
- 24.6.7 Street trees shall be a minimum of two and one half (2½) inches in caliper at the time of planting. The caliper of the trunk shall be measured six (6) inches above the ground.

Figure IV Sidewalk & Standard



- 24.7 Public Utilities: All new developments containing subdivided parcels shall be required to connect to public sanitary sewer systems.
 - 24.7.1 Storm water drainage systems in developments shall not result in any additional run-off being transferred to adjacent properties other than through proper easements established for that purpose.
 - 24.7.2 The size of all sewer mains shall be large enough not only to serve the areas under immediate consideration, but also to serve areas which are likely to be developed,

and which should be served by the extensions under construction.

- 24.8 Easements: No structure may be located in, or otherwise obstruct any easement held by the Town of Lapel.
- 24.9 Dry Fire Hydrants: In locations where fire hydrants served by a public water system cannot be provided, dry hydrants shall be provided in all lakes and storm water retention and detention ponds are subject to the specifications of the appropriate local fire department.
- 24.10 The regulations of this section do not represent the full list of standards and codes for new subdivision developments in the Town of Lapel. In addition to the standards of this section, all new subdivision developments must comply with the regulations found in the Town's Subdivision Control Ordinance as amended.

(Signature page follows)

**ALL OF WHICH IS ADOPTED THIS ____ DAY OF _____, 2025. TOWN
OF CUMBERLAND TOWN COUNCIL**

Voting For

Voting Against

Abstain

Breck Terheide, President

Breck Terheide, President

Breck Terheide, President

Mike Wolski, Vice President

Mike Wolski, Vice President

Mike Wolski, Vice President

Edward Loud, Member

Edward Loud, Member

Edward Loud, Member

Joe Siefker, Member

Joe Siefker, Member

Joe Siefker, Member

Anna Pea, Member

Anna Pea, Member

Anna Pea, Member

ATTEST:

Erica Salmon, Clerk-Treasurer

This document was prepared by:

Tony Bagato, Director of Entitlements, Arbor Homes, 9225
Harrison Park Court, Indianapolis, IN 46216.

*I affirm under the penalties for perjury, that I have take reasonable care to redact each Social Security
Number in this document, unless required by law: Tony Bagato*

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1

BEGINNING AT A POINT ON THE SOUTH LINE OF THE EAST-HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 6 EAST, SAID POINT BEING SOUTH 89 DEGREES AND 02 MINUTES WEST 599.75 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUNNING THENCE SOUTH 89 DEGREES AND 02 MINUTES WEST 378.45 FEET ALONG SAID SOUTH LINE TO A POINT BEING 358.6 FEET EAST OF THE SOUTHWEST CORNER OF SAID EAST-HALF OF THE SOUTHEAST QUARTER, THENCE NORTH 00 DEGREES, 12 MINUTES AND 20 SECONDS WEST 868.5 FEET, PARALLEL WITH THE WEST LINE OF SAID EAST-HALF TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 32, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5,694.6 FEET, A DISTANCE OF 100.75 FEET TO A CONCRETE RIGHT-OF-WAY MARKER, THENCE NORTH 76 DEGREES AND 45 MINUTES EAST 284.03 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE SOUTH 00 DEGREES, 24 MINUTES AND 20 SECONDS EAST 950.2 FEET TO THE PLACE OF BEGINNING.

BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 6 EAST AND CONTAINING 7.86 ACRES, MORE OR LESS.

PARCEL 2

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 6 EAST AND RUNNING THENCE SOUTH 89 DEGREES AND 02 MINUTES WEST 599.75 FEET ALONG THE SOUTH LINE OF THE EAST-HALF OF SAID SOUTHEAST QUARTER, THENCE NORTH 00 DEGREES, 24 MINUTES AND 20 SECONDS WEST 950.2 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 32, THENCE NORTH 76 DEGREES AND 45 MINUTES EAST 505.17 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF THE MORRIS K. HERSBERGER PROPERTY, THENCE SOUTH 00 DEGREES, 24 MINUTES AND 20 SECONDS EAST 143.2 FEET TO THE SOUTHWEST CORNER OF SAID HERSBERGER PROPERTY, THENCE NORTH 89 DEGREES AND 02 MINUTES EAST 288.7 FEET, THENCE SOUTH 00 DEGREES, 24 MINUTES AND 20 SECONDS EAST 915.5 FEET, THENCE SOUTH 89 DEGREES AND 02 MINUTES WEST 181.5 FEET TO THE PLACE OF BEGINNING.

BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 6 EAST AND CONTAINING 13.62 ACRES, AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 6 EAST AND CONTAINING 3.814 ACRES, AND CONTAINING IN ALL 17.434 ACRES, MORE OR LESS.

EXHIBIT B
CONCEPT PLAN (1 OF 2)

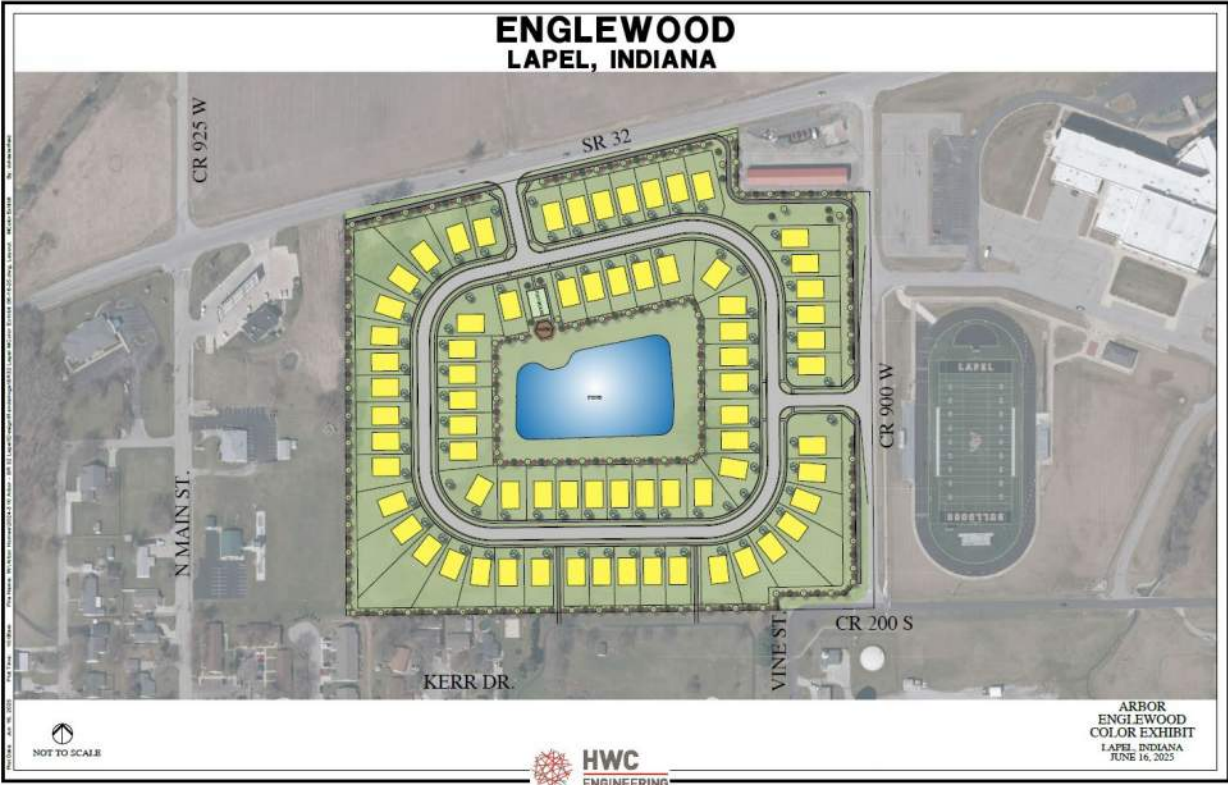


EXHIBIT B
CONCEPT PLAN (2 OF 2)

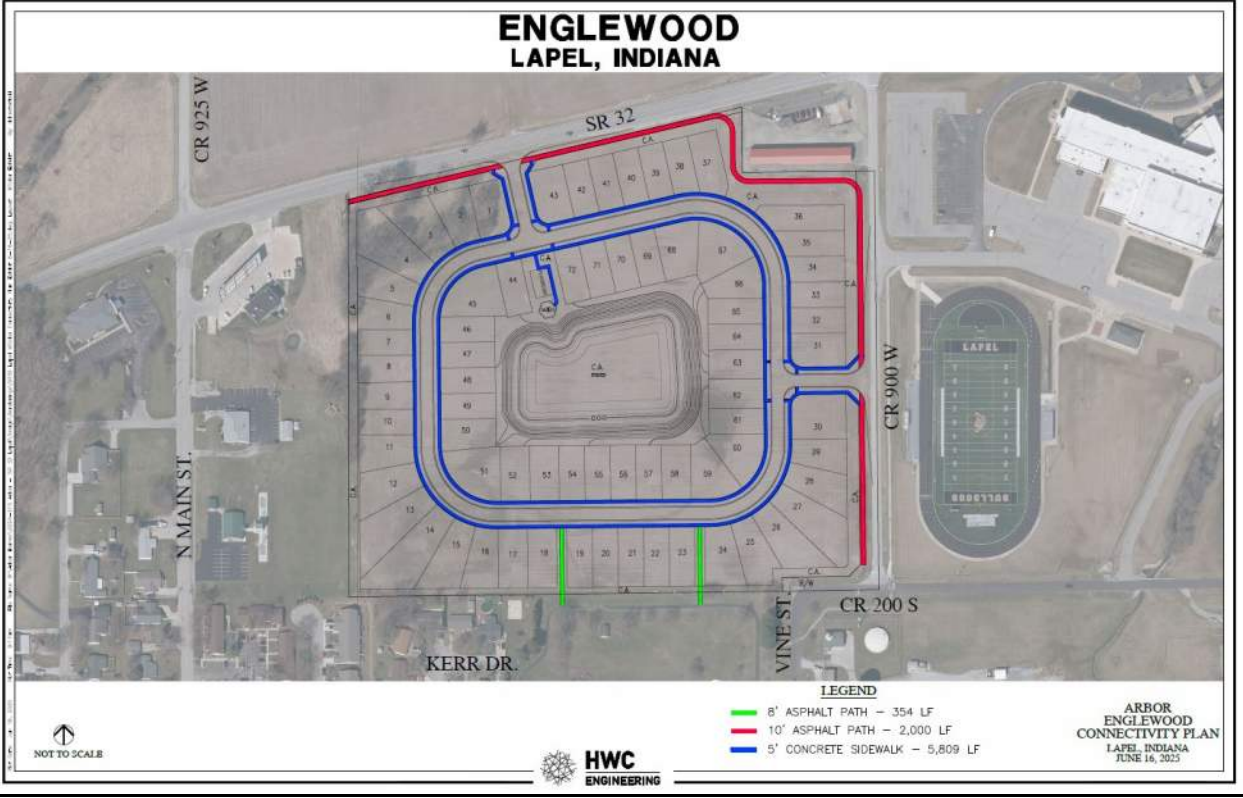
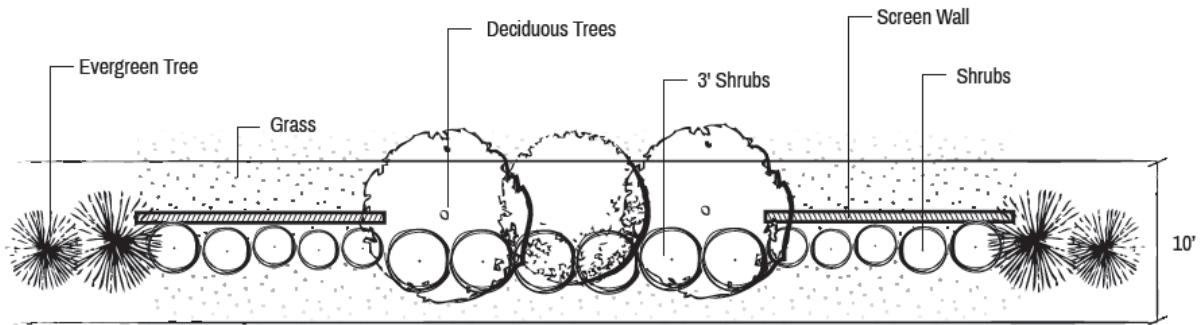
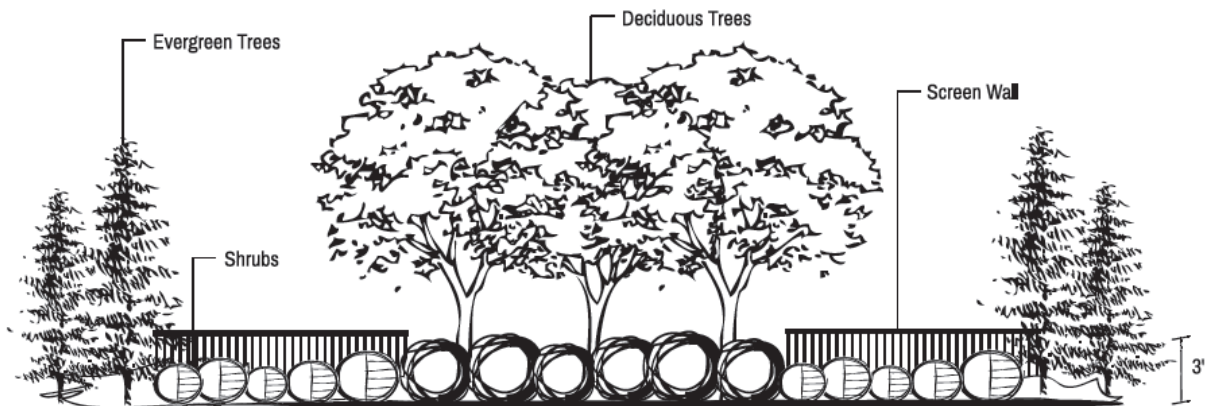


EXHIBIT C
BUFFER ZONE 3 EXHIBIT

Buffer Zone 3



Plan View



Elevation

EXHIBIT D
APPROVED TREE SPECIES

Common Name	Horticultural Name
American Hornbeam	<i>Carpinus caroliniana</i>
Pagoda Dogwood	<i>Cornus alternifolia</i>
Thornless Hawthorn	<i>Crataegus crus-galli inermis</i>
European Hornbeam	<i>Carpinus betulus</i>
Yellowwood	<i>Cladrastis kentukea</i>
Amur Cork Tree (male only)	<i>Phellodendron amurense</i>
River Birch	<i>Betula nigra</i>
Hackberry	<i>Celtis occidentalis</i>
European Beech	<i>Fagus sylvatica</i>
Ginkgo (male only)	<i>Ginkgo biloba</i>
Sweetgum	<i>Liquidambar styraciflua</i>
Tuliptree	<i>Liriodendron tulipifera</i>
Cucumber Magnolia	<i>Magnolia acuminata</i>
London Planetree	<i>Platanus x acerfolia</i>
Swamp White Oak	<i>Quercus bicolor</i>
Shingle Oak	<i>Quercus imbricaria</i>
English Oak	<i>Quercus robur</i> - 'Fastigiata'
Northern Red Oak	<i>Quercus rubra</i>
Japanese Pagodatree	<i>Sophora japonica</i>
Silver Linden	<i>Tilia tomentosa</i>

EXHIBIT E
ILLUSTRATIVE ARCHITECTURAL EXHIBIT (1 of 2)



EXHIBIT E
ILLUSTRATIVE ARCHITECTURAL EXHIBIT (2 of 2)



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

[SUBDIVISION NAME] SUBDIVISION

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
[SUBDIVISION NAME] SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) of [Subdivision Name] subdivision (hereinafter “Subdivision,” “Community” or “[Subdivision Name]”) is made this ____ day of _____, 2018, by [DEVELOPER] (the “**DECLARANT**”).

WITNESSETH:

RECITALS

WHEREAS, **DECLARANT** is the Owner of real estate in [County Name] County, State of Indiana, more particularly described in **Exhibit A** attached and made a part hereof, comprised of approximately ____ acres; and

WHEREAS, **DECLARANT** desires and intends to create on the Real Estate a residential community with public streets, with identification signage, and complimentary landscaping at the entranceway and with open spaces and with common areas for surface water management while also serving as open space, all for the benefit of such residential community, to be known as “[Subdivision Name] Subdivision” as shown on **Exhibit B**; and

WHEREAS, **DECLARANT** intends to develop the [Subdivision Name] Subdivision in separate sections, all of which comprise the [Subdivision Name] Subdivision, beginning with an initial section comprised of approximately _____ acres known as [Subdivision Name] Section 1 as shown on **Exhibit C**; and

WHEREAS, **DECLARANT** desires to provide, subject to this Declaration, a common interest community which addresses commonly owned real estate, their maintenance and other obligations, and the finances to honor these and other community obligations; and

WHEREAS, **DECLARANT** desires to subject the Initial Tract to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Initial Tract and each Owner of all or part thereof; and

WHEREAS, **DECLARANT** deems it desirable, to accomplish these tasks in said Initial Tract, to create an organization to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas and maintenance expense areas detailed in the Initial Tract, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the common interest of the Owners of the Initial Tract, and all parts thereof; and

WHEREAS, **DECLARANT** has caused “[Subdivision Name] Homeowners Association, Inc.” to be incorporated under Indiana Code § 23-17-1, *et seq.*, as the referenced organization for the purpose of exercising such functions;

NOW THEREFORE, **DECLARANT**, as Owner of the Initial Tract hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

(a) “Act” shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;

(b) “Additional Property” shall mean any real estate, excluding the Initial Tract, which may in part or in total be made subject to this Declaration but ONLY if the Additional Property is developed as a subdivision for detached single family homes;

(c) “Applicable Date” shall mean and refer to the date determined pursuant to Article IV of this Declaration; and refers to the time at which the **DECLARANT** relinquishes control of the governance of the Association as detailed on Article IV;

(d) “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;

(e) “Association” or “HOA” shall mean and refer to [Subdivision Name] Homeowners Association, Inc., an Indiana corporation organized under Indiana Code § 23-17-1, *et seq.*, which **DECLARANT** has caused to be incorporated under said name, and its successors and assigns;

(f) “Board” or “Board of Directors” shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration;

(g) “Bylaws” shall mean and refer to the Code of Bylaws of the Association, as the same may be amended from time to time;

(h) “Committee” shall mean and refer to the “[Subdivision Name] Architectural Control Committee”, the same being the committee or entity established pursuant to Article IX of this Declaration for the purposes therein stated;

(i) “Common Areas” denominated by such title on recorded plats (“Plats”) of this community and will ultimately be transferred in legal title to the HOA by the **DECLARANT** and thereafter be commonly owned by the HOA. Common areas limited in use to less than all of the Owners, if any, are labeled “Limited Common Area.” All common areas not labeled Limited Common Area are “General Common Areas” available to all Owners in the Subdivision.

Subject to the tree preservation requirements contained herein, the HOA at all times herein has rights as respects these common areas to regulate the use thereof, to make and/or remove improvements thereon (except for the removal of fencing installed by **DECLARANT** (other than to repair or replace such fencing)), including but not limited to landscaping, and to provide utilities thereto with the attendant responsibility to care for and maintain same. Illustrative of such areas are the common areas denominated as such on Exhibit B.

The **DECLARANT** expects to convey legal title to Common Areas to the HOA as soon after the Applicable Date as any related mortgage of **DECLARANT** thereon is satisfied in full but reserves the right to transfer such title earlier in **DECLARANT's** sole discretion. The Board, after the initial Board is replaced, is empowered to accept title subject to a mortgage if it is satisfied with assurances of payment thereof by **DECLARANT**. **DECLARANT** reserves the right to relocate and/or reconfigure the open space or common areas as precise engineering for the site may dictate;

(j) "Common Expenses" shall refer to expenses of administration of the HOA and for their exercised rights and obligations detailed in the definitions for "Common Areas" and "Maintenance Expense Areas" and shall also include the cost of overseeing areas designated on recorded Plats of [Subdivision Name] labeled "Common Area";

(k) "Community" or "Project" refers to the [Subdivision Name] area depicted on Exhibit B as it is developed and as it continues to exist after the Applicable Date;

(l) "**DECLARANT**", ALSO KNOWN AS "**DEVELOPER**", SHALL MEAN AND REFER TO [**DEVELOPER**] AND ANY SUCCESSORS AND THEIR ASSIGNS INCLUDING, BUT NOT LIMITED TO, ANY MORTGAGEE ACQUIRING TITLE, TO ANY PORTION OF THE REAL ESTATE PURSUANT TO THE EXERCISE OF RIGHTS UNDER, OR FORECLOSURE OF, A MORTGAGE EXECUTED BY **DECLARANT**;

(m) "Dwelling Unit" shall refer to a single free-standing residential structure on an individual lot or multiple lots;

(n) "Initial Tract" shall refer to the **Exhibit C** real estate to be platted [Subdivision Name] Section 1, and shall be comprised of ____ Lots;

(o) "Lot" means any plot of ground designated as such upon the recorded final plat of [Subdivision Name] (the "Final Plat"), and upon which one (1) Dwelling Unit is constructed or is to be constructed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon;

(p) "Maintenance Expense Areas." Certain aesthetic, informational and other amenities influenced by the natural features of the Real Estate have been used in the development design to differentiate this community from other communities. As a consequence thereof, easement areas or improvements in dedicated rights-of-ways have or will be created shown on recorded plats that reserve to **DECLARANT** and after the Applicable Date the HOA certain rights and/or responsibilities. Illustrative of these areas are the following:

- (1) Common Areas and any dedicated common access thereto. These areas shall not include easement areas across lots nor any Tree Preservation Areas on such lots, which maintenance shall be the responsibility of the respective Owners.
- (2) The identification walls at the Community entrances and complimentary landscaping and possibly water and electric service for such identification within easements designated on recorded plats.
- (3) If the **DECLARANT** or the HOA after the Applicable Date contracts, under lease, with an electric utility to install street lighting in [Subdivision Name] the lease payments shall be a common expense.
- (4) Maintenance and repair of the fencing in Common Areas as indicated on the Plat for the Subdivision, and maintenance and preservation of trees in any Tree Preservation Areas in the Common Areas.

(q) “Member” means a Member of the Association;

(r) “Mortgagee” shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;

(s) “Open Space Areas/Common Areas.” In addition to the retention ponds being open space areas, other space labeled as noted is contemplated, some of which may be Limited Common Area;

(t) “Owner” shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

(u) “Person” shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(v) The “Real Estate” shall mean and refer to the parcel of real estate in [County Name] County, Indiana, described in Exhibit “A” attached to this Declaration and subject thereto, as referred to in the first recital clause of this Declaration;

(w) The description of “[Subdivision Name], Section 1” consists of _____ (___) Lots numbered 1 through ___ inclusive. Consequently, the legal description for each Lot in this subdivision shall be as follows:

Lot _____ in [Subdivision Name], Section 1, a subdivision in [County Name] County, Indiana, as per plat thereof, recorded [Month] [Day], 20__ as Instrument # _____ in the Office of the Recorder of [County Name] County, Indiana.

(x) “Restrictions” shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time (see Article X);

(y) “Rules and Regulations” are the rules and regulations relative to the use, occupancy, operation and enjoyment of the Real Estate, Common Areas and individual Lots that are part of this Subdivision.

(z) “Tree Preservation Area(s)” shall mean those areas designated as such on any Plat, subject to drainage improvements, drainage easements as required by applicable law or local authority, and such other easements as are shown on the Plats or other plans for the Community.

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II DECLARATION

DECLARANT hereby expressly declares that the Initial Tract shall be held, transferred and occupied subject to the Restrictions as covenants running with the Real Estate. The Owners of any Lot subject to these Restrictions, and all other Persons, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from **DECLARANT** or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of **DECLARANT**, the Committee and of the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with **DECLARANT**, the Committee, the Association, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

ARTICLE III OBLIGATIONS OF DECLARANT

DECLARANT has constructed or provided for, or will prior to the Applicable Date construct or provide for, the following:

(a) a storm drainage system for the Initial Tract, including structures and drainage courses;

(b) at the sole discretion of the **DECLARANT**, the installation in the designated easements of the subdivision identification signage and landscaping at the entranceway to [Subdivision Name] and possible water and electric service to accommodate same; and

(c) the Common Areas described in Article I(1)(i).

ARTICLE IV

ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS

Section 1. Membership in Association. **DECLARANT** and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and membership will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

Section 2. Voting Rights. The Association shall have the following classes of membership, with the following voting rights:

(a) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the Bylaws if such determination is unavailable, but in no event shall more than one (1) vote be cast with respect to any such Lot. Attendance at properly called Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote;

(b) Class B. Class B Members shall be **DECLARANT** and all successors and assigns of **DECLARANT** designated herein as **DECLARANT** as Class B Members in a written notice mailed or delivered to the resident agent of the Association. Each Class B Member shall be entitled to four (4) votes for each Lot designated on the [Subdivision Name] Subdivision Exhibit B on all matters requiring a vote of the Members of the Association. **THE CLASS B MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF:**

(i) THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE RESIDENT AGENT OF THE ASSOCIATION; OR

(ii) THIRTY (30) DAYS AFTER THE DATE WHEN ALL LOTS SUBJECT TO THIS DECLARATION ARE TITLED IN NAMES OTHER THAN THE **DECLARANT** OR AN ASSIGNEE OF THE **DECLARANT**.

THE DATE DETERMINED BY SECTION 2(B) ABOVE IS HEREINAFTER REFERRED TO AS THE "APPLICABLE DATE".

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B Member shall be entitled to one (1) Class A membership for each Lot owned.

The total possible votes for Class A Members prior to the Applicable Date considering only the Initial Tract is _____. The total votes for Class B Members prior to the Applicable Date considering only the Initial Tract is _____.

Section 3. Functions. The Association has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation of the Article III matters and, to pay any other necessary expenses and costs related thereto, and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V BOARD OF DIRECTORS

Section 1. Management. The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by **DECLARANT** as provided in Section 2 of this Article V.

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated in the Articles of Incorporation and the Bylaws (herein referred to as the "Initial Board" or "Board"), who have been or shall be appointed by **DECLARANT**. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Act (a) the Initial Board shall hold office until the first annual meeting of the Members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by **DECLARANT**, who shall thereafter be deemed a Member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of judicial acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed **DECLARANT** as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as **DECLARANT** determines, on all matters as to which Members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Act or otherwise. This appointment of **DECLARANT** as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original Member thereof or as a Member thereof appointed by **DECLARANT** to fill a vacancy, shall be deemed a special member ("Special Member") of the Association and an Owner solely for the purpose of qualifying to act as a Member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Association).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4. Term of Office, Vacancy and Number of Directors After the Applicable Date.

(a) Term. Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date provided herein. After the Applicable Date, each Member of the Board of Directors shall be elected for a minimum term of one (1) year. Each Director shall hold office throughout the term of such Director's election and until a successor is elected and qualified.

(b) Number of Directors After Applicable Date. The number of Directors to serve on the Board after the Applicable Date shall be a minimum of three (3) with a maximum of nine (9).

(c) Vacancies. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board after the Applicable Date shall be filled by a vote of a majority of the remaining Members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy. Any vacancy in a Director position that was appointed by **DECLARANT** must be replaced by a person designated by **DECLARANT**.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified. Any vacancy in a Director position that was appointed by **DECLARANT** must be replaced by a person designated by **DECLARANT**.

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection of Regular Assessments and/or Special Assessments (collectively, the "Assessments") and other income, and disbursement of the Common Expenses. After the Applicable Date, the Board may employ a managing agent ("Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

(a) procuring of utilities used in connection with the Lots, Dwelling Units and Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);

(b) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;

(c) preparation of the proposed annual budget, a copy of which will be distributed, delivered and otherwise made available to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

(d) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be distributed, delivered and otherwise made available to each Owner simultaneously with the distribution and publication of the proposed annual budget for the current year;

(e) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement;

(f) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(g) paying any other necessary expenses and costs in connection with the Common Areas (including open space common areas) and including the overseeing of open space preservation areas that are not common areas but instead are impositions by easement within the confines of Lots; and

(h) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

Section 7. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties;

(b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

(e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional Restrictions, Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate (Lots) and the Common Areas (in addition to those set forth in this Declaration) including but not limited to charging uniform fees for the use of Common Areas and to set and charge fees for late payment of assessments and fines for violations of Restrictions, Rules and Regulations as the Board, as allowed by Indiana law, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; any elimination, modification, or addition of Restrictions, Rules and Regulations shall require the written approval of the **DECLARANT** so long as **DECLARANT** owns any lot, which approval shall not be unreasonably delayed, conditioned, or withheld.

(h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units, and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are coextensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded;

(i) shall have the right to convey title of Common Area to Owners to correct any overlaps or encroachments; and

(j) to borrow funds to perform its duties for the benefit of the Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

Section 8. Limitation on Board Action. After the Applicable Date, the authority of the Board shall be in accordance with Indiana Code § 32-25.5-1 *et seq.*, and further limited to contracts involving a total expenditure of less than Thirty Thousand and No/100 Dollars (\$30,000.00) per year without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 9. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the

Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 11. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorney fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors. All Directors shall sign a commitment of professional behavior and agreement to avoid conflicts of interest.

Section 12. Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 13. Initial Management. Notwithstanding anything to the contrary contained in this Declaration, **DECLARANT** shall have, and **DECLARANT** hereby reserves to **DECLARANT**, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. **DECLARANT** may, at its option, engage a Managing Agent affiliated with it to perform such

functions and, in either case, **DECLARANT** or such Managing Agent shall be entitled to reasonable compensation for its services so long as **DECLARANT** secures **DECLARANT's** written consent to a required written contract which will not be unreasonably delayed, conditioned, or withheld. After the Applicable Date, the HOA shall be required to hire a professional management company, as a Managing Agent, to perform the administration duties of the HOA, including accounting, billing, contracting and other similar duties.

ARTICLE VI REAL ESTATE TAXES; UTILITIES

Section 1. Real Estate Taxes. Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot.

Section 2. Utilities. Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit including utilities (if any) to community identification signage shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

ARTICLE VII ENCROACHMENTS AND EASEMENTS IN COMMON AREAS

If by reason of inexactness of construction, settling after construction, or for any other reasons, any Common Areas encroach on any Lot, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Common Areas.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, in the Common Areas and serving his Dwelling Unit.

ARTICLE VIII DELINEATION OF HOMEOWNERS ASSOCIATION VERSUS LOT OWNERS' MAINTENANCE, ETC. OBLIGATIONS

Section 1. Homeowners Association Obligations. Maintenance of the Common Areas, unless the same is otherwise the responsibility or duty of Owners of Lots shall be provided by the Association, however, this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system.

Section 2. Maintenance of Individual Lots. Except as otherwise noted, each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon not provided by the Association in a good, clean and sanitary condition, with an appearance which is complementary to the Subdivision. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition with an exterior appearance up to the general standards of [Subdivision Name] Subdivision, the Association may perform any work necessary and charge the Owner thereof for such cost which shall be immediately due, and shall

be secured by the Association's lien on the Owner's property in like manner to liens created for Assessments hereunder. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to affect the maintenance, cleaning, repair or other work permitted herein and agrees to reimburse the Association for all legal and administrative charges and court cost incurred to require an Owner to comply with the covenants, restrictions and rules and regulations of the Association.

Section 3. Damage to or Abuse of Common Area. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, or invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or repairs and maintenance are accelerated relative to the Association's obligations and some maintenance or repairs are required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien in like manner to the lien under Assessments may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Association.

Section 4. Access to Lots and Easements. The authorized representatives of the **DECLARANT**, the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items, including, but not limited to, access to any easements reserved, granted or created by any [Subdivision Name] subdivision plat or of any portion of the Real Estate for such purposes.

Section 5. Storm Water Quality and Best Management Practices. This Community has been designed and developed in accordance with the City of _____'s Storm Water Drainage Ordinance. As part of said ordinance, it is required to install and maintain devices known as Best Management Practices ("BMP's"). BMP's are designed to filter impurities in the storm water runoff from the community, preventing said impurities from entering into creeks, streams and rivers and are generally located near the detention ponds at the outlets of the storms sewers. Over time, as these impurities are collected within the BMP's, it will become necessary to have the impurities removed. Upon recording of the plats for the Community, the Association shall become responsible for the operation and maintenance and any costs or fees associated with all BMP's installed in the Community.

As part of the pre-construction approval process, the City of _____ requires that "BMP Operation and Maintenance Manuals" be submitted for the Community. By reference hereto, all BMP Operation and Maintenance Manuals that have been submitted are incorporated into and made a part of this Declaration. Any additional BMP Operation and Maintenance Manuals that are submitted for the Community, if any, shall also be incorporated into and made a part of this Declaration by reference.

ARTICLE IX ARCHITECTURAL STANDARDS

Nothing, including any fence, deck, retaining walls, recreational equipment (including basketball goals, swing sets and play sets or other play equipment), or any structure, storage shed,

doghouse or other improvements, shall be erected on any Lot, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of any residence or existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Committee has been obtained pursuant to Section 1 below.

THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE **DECLARANT** NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS BY OR ON BEHALF OF THE ASSOCIATION.

THIS ARTICLE MAY BE AMENDED BY **DECLARANT**, BUT NOT WITHOUT THE **DECLARANT'S** WRITTEN CONSENT SO LONG AS THE **DECLARANT** OWNS ANY LAND SUBJECT TO THIS DECLARATION, WHICH CONSENT SHALL NOT BE UNREASONABLY DELAYED, CONDITIONED OR WITHHELD.

This Committee has the right to assign to the property manager to approve some or all Architectural Control Requests that fall within the scope of the Architectural Standards, Guidelines, Rules and Covenants. If the property manager determines the documents provide inadequate direction the property manager should seek guidance from the Committee and the Board of Directors.

Section 1. Architectural Control Committee. There shall be, and hereby is, created and established the "[Subdivision Name] Architectural Control Committee" ("Committee"), consisting of **DECLARANT**, which shall have exclusive jurisdiction over all construction on any portion of the Lots. UNTIL ONE HUNDRED PERCENT (100%) OF THE LOTS HAVE BEEN DEVELOPED AND CONVEYED TO PURCHASERS in the normal course of development and sale, the **DECLARANT**, or not more than five (5), nor less than three (3), Persons designated by it, SHALL CONSTITUTE THE COMMITTEE AND SHALL SERVE AT THE DISCRETION OF THE **DECLARANT**. THERE SHALL BE NO SURRENDER OF THIS RIGHT PRIOR TO THAT TIME EXCEPT IN A WRITTEN INSTRUMENT IN RECORDABLE FORM EXECUTED BY THE **DECLARANT**. **DECLARANT** RESERVES THE RIGHT TO DELEGATE COMMITTEE RIGHTS TO ANY OTHER ENTITY AT **DECLARANT'S** DISCRETION. After the sale of one hundred percent (100%) of the Lots, the Committee shall be a standing committee of the Association, consisting of not more than five (5), nor less than three (3), Persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

Section 2. Approval Process. The Committee has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of the **DECLARANT** (or the Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Association, and the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Lots and such Owners and builders shall conduct their operations strictly in accordance therewith. The Committee, or its

designee, must give written approval, not to be unreasonably withheld, for any building contractor selected by the Owner for construction.

Prior to any construction on any Lot, the approval of the Committee must be obtained after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Committee.

Section 3. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the Committee;

(b) the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Committee acting in good faith;

(c) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee acting in good faith, be contrary to the interest, welfare or rights of all or part of other Owners; or

(d) the removal or placement of landscaping or structures in the open space preservation easements.

Section 4. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) calendar days after all required information has been submitted to it. One copy of the submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefore. In the event that the Committee fails to provide written notice of approval or to request written notice for additional information within forty-five (45) days after submission of all required or requested information, the plans shall be deemed and presumed denied. APPROVAL BY THE COMMITTEE MUST BE IN WRITING, AND NO VERBAL APPROVALS ARE ALLOWED OR AUTHORIZED.

Section 5. No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 6. Variance. The Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions,

hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the Committee shall not be considered hardships warranting a variance.

Section 7. Compliance with Guidelines. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Committee may be excluded by the Committee from the Real Estate without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by **DECLARANT** or the Association.

Section 8. Non-Liability of DECLARANT and Committee. Neither the **DECLARANT** nor the Committee shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, neither the Committee nor the **DECLARANT** makes, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

Section 9. Inspection. The Committee and the **DECLARANT** and/or any property management organization's personnel may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Committee, nor any member thereof, nor the **DECLARANT**, nor any agent or contractor employed or engaged by the Committee, or the **DECLARANT** shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee, the **DECLARANT** shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

Section 10. No Compensation. Neither the Committee nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in this Declaration.

ARTICLE X

USE RESTRICTIONS/COVENANTS AND REGULATIONS

The following covenants and restrictions contained below and made a part hereof concerning the use and enjoyment of the Lots, Dwelling Units, and Common Areas (and Article VIII) are in addition to any other covenants or restrictions contained herein and in the Final Plat(s) of [Subdivision Name]. All such covenants and restrictions are for the mutual benefit and

protection of the present and future Owners and shall run with the land and inure to the benefit of and are enforceable by an Owner, or by the Association. In addition to any other remedies herein provided, present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees, but there shall be no right or reversion or forfeiture resulting from such violation.

Section 1. Intentionally Omitted.

Section 2. DECLARANT'S and the Association's Rights to Perform Certain Maintenance and Removal. In the event that the Owner of a Lot shall fail to maintain his Lot and any improvements, or remove any unauthorized item or structure situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the **DECLARANT**, until the Applicable Date, and, thereafter, the Association through its agents and employees or contractors, should have the right to enter upon said Lot and repair, mow, clean, remove or perform such other acts as may be reasonable necessary, to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the **DECLARANT** or the Association shall be collected as a special assessment against such Owner and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the **DECLARANT** nor the Association, nor any of its agents, employees or contractors, shall be liable for any damage with may result from any maintenance work performed hereunder.

Section 3. Ditches and Swales and Erosion Control. It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

Section 4. Drilling. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

Section 5. Ground Elevations and Erosion Control. It shall be the Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the [City/Town] of _____, [County Name] County as evidenced upon the final construction plan for the development of this subdivision.

Section 6. Insurance Impact. Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of the

Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

Section 7. Landscape Easements. There are strips and areas of ground shown titled as various easements on the Final Plat for the Real Estate which are hereby reserved for the use of Owners of Lots to the extent and limited for the purposes set forth in the Declaration and for the use of **DECLARANT** and Association for the installation, maintenance, repair and replacement of the matters detailed in Article I(1)(i) requiring maintenance. Except as installed and maintained by Owners, pursuant to the requirements of the Declarations, or by **DECLARANT** and the Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the **DECLARANT** and approved by the Board) shall be erected or maintained on said strips and areas by the Owner of any Lot subject to any such "Landscape Easement", and the Owners of such Lots affected by any such "Landscape Easement" shall take and hold title to their Lots subject to the foregoing rights of the **DECLARANT** and the Association and shall not do or permit to be done anything which will obstruct or interfere with or remove any installations or landscaping made by the **DECLARANT** or Association in any such "Landscape Easement". The foregoing grant of rights to the **DECLARANT** shall not impose an obligation on the **DECLARANT** to undertake such maintenance unless it elects to do so.

Section 8. Tree Preservation. Owners of Lots shall not remove trees or vegetation within the Tree Preservation Areas except as necessary for the clearing of dead trees, the clearing of noxious weeds, or the removal of trees as necessary for public health and safety. Except as set forth in the preceding sentence, each tree within the Tree Preservation Areas which is badly damaged or destroyed by a builder or by an Owner during the course of construction activities or after occupancy shall be replaced within one (1) year with a tree which is at least two and one-half inches (2.5") in diameter (measured six inches (6") above the ground). Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one (1) year of their planting shall promptly be replaced with a substantially similar tree. The person responsible for replacing such tree hereunder, either initially or, if necessary, within the one (1) year period of their planting, will be the Owner of the Lot upon which the tree was originally located or, if the tree was damaged or destroyed by a builder or another Owner in the course of construction of a dwelling on another Lot in the Subdivision, the Owner of the Lot upon which such dwelling was being constructed will be responsible for replacing any such tree within the Tree Preservation Area. Similarly, any other vegetation (shrubs, wild flowers, underbrush, etc.) that is damaged or destroyed shall be replaced with similar plants, with the responsibility for replacement being consistent with that described above for trees. The provisions of this Section imposing responsibility upon an Owner for the replacement of any such tree are for the benefit of the Association and Subdivision and shall not be deemed or construed as limiting, in any way, the liability of any builder to any Owner and/or the Association for any damage to any trees in the Tree Preservation Areas. Trees and vegetation within any such Tree Preservation Areas shall be permanently maintained by the Owner of the applicable portion of the Real Estate and successors in title. Periodic maintenance, seasonal plantings and the like shall not be subject to the restriction in this Section. During construction, builders shall provide adequate physical barriers such as straw bales or snow fencing to protect designated trees and vegetation to be preserved from damage by construction equipment and activities.

Section 9. Maintenance of Lots and Improvements. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Real Estate. No waste shall be committed in any Dwelling Unit or on any Lot. Each Owner shall:

- (a) Remove all debris or rubbish;
- (b) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- (c) Cut down and remove dead trees;
- (d) Where applicable, prevent debris and foreign material from entering drainage areas;
and
- (e) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Section 10. Occupancy and Residential Use of Partially Completed Dwelling Unit Prohibited. No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Board and such decision shall be binding on all parties, however, if an occupancy permit from a governmental authority is involved, the issuance thereof shall be deemed substantial completion.

Section 11. Occupants Bound. All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

Section 12. Quiet Enjoyment. No portion of the Real Estate shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Real Estate that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Real Estate. For greater clarification, no Owner shall knowingly or willfully make or create an unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television,

loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Real Estate. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Real Estate. Also, excessive grass clippings from the mowing of lawns or other lawn/tree rubbish will not be allowed to be left on any street within the development.

Section 13. Residential Use. The Real Estate shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Real Estate at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

Section 14. Business Use. No individual garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant of a Lot may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate, (c) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door to door solicitation of residents of the Real Estate; and (d) the business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the **DECLARANT** with respect to its development and sale of the Real Estate or its use of any Lots with such entity owns within the Real Estate.

Section 15. Firearms. The discharge of firearms within the Real Estate is prohibited. The term “Firearms” includes bows and arrows, slingshots, “B B” guns, pellet guns, paint ball guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary, contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 16. Tents, Trailers and Temporary Structures. Except as may be permitted by the **DECLARANT** or the Board during initial construction within the Real Estate, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be

erected for special events for a period not longer than 48 hours unless otherwise consented to by the Committee.

Section 17. Model Homes. No Owner of any Lot shall build or permit the building upon his Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the **DECLARANT**.

Section 18. Non-Applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth, shall not apply to or be binding upon the Association in its ownership, management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Common Areas.

Section 19. Sales Office. To the extent deemed necessary or desirable by **DECLARANT**, the **DECLARANT** shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision.

Section 20. Sanitary Waste Disposal.

(a) **Nuisances.** No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Board), and no sanitary waste or other wastes shall be permitted to be exposed.

(b) **Construction of Sanitary Sewage Lines.** All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of the [Town/City] of _____, [County Name] County and these Restrictions.

(c) **Connection Requirements for Sanitary Sewers.** All homes shall have sewers directly connected by way of gravity except by the use of lift pumps and/or check valves or connections shall be one (1) foot above the lowest manhole in the Subdivision.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, **DECLARANT** shall have the right to use and maintain any Lots and Dwelling Units owned by **DECLARANT** in and on the Real Estate (other than individual Dwelling Units and Lots owned by persons other than **DECLARANT**), all of such number and size and at such locations as **DECLARANT** in its sole discretion may determine, as **DECLARANT** may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. **DECLARANT** shall have the right to relocate any or all of the same from time to time as it desires. **DECLARANT** shall have the right to remove the same from the Real Estate and Additional Property at any time.

ARTICLE XI ASSESSMENTS

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnish the Owners with a financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 2. Proposed Annual Budget. The Initial Board of the HOA shall establish the first annual budget and its resultant regular assessments thereafter. Annually, on or before the date of the annual meeting ("Annual Meeting") or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such Annual Meeting or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such Annual Meeting or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the eligible Owners represented at such meeting; provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. After the Applicable Date, the annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in [County Name] County, Indiana selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the Annual Meeting or special meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot, provided, immediately following the adoption of the annual budget, each Owner shall be given notice of the assessment against his respective Lot (the "Regular

Assessment”). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in annual installments payable in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. Payment of the Regular Assessment, whether in one payment or in any other manner, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the total Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be retained by the Association for Association expenses but shall be taken into account in establishing the next regular assessments: provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) above or (b) shall be made by a cash payment by, or refund to, the Owner or the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for the Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 2 of Article XII hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective

due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same. The initial and subsequent Regular Assessment shall be adopted by the Board based on the annual expenses of the Community, including but not limited to, the cost of maintenance, utilities, professional fees, general upkeep, etc. of the Community which includes the input of **DECLARANT**.

(c) **DECLARANT IS NOT OBLIGATED FOR ANY REGULAR ASSESSMENT AND SHALL NOT BE SUBJECT TO ASSESSMENT AT ANY TIME FOR ANY AMOUNTS RELATED TO THE REPLACEMENT RESERVE FUND.**

Section 4. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, but not on Lots owned by **DECLARANT**, prorated in equal shares (the "Special Assessments"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration. **THE DECLARANT SHALL ONLY BE RESPONSIBLE FOR SPECIAL ASSESSMENTS AFTER THE APPLICABLE DATE OCCASIONED BY EXTRAORDINARY REPAIRS TO ORIGINALLY INSTALLED INFRASTRUCTURE, BUT DECLARANT SHALL NOT BE RESPONSIBLE FOR NEW INFRASTRUCTURE OR AMENITIES DESIRED BY OTHER OWNERS UNLESS DECLARANT FOR ITSELF SPECIFICALLY AGREES OTHERWISE IN WRITING.**

Section 5. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself or herself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Maintenance Expense Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular and Special Assessments against his Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular and Special Assessments should constitute a lien against the Lots and Dwelling Units thereon, but not on Lots owned by Declarant. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Association as a mechanic's lien on real property and enforced in like manner as mechanic liens. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring a suit to recover a money judgment for any unpaid

Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorney fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by JPMorgan Chase Bank, N.A., or its successors (or if said Bank is no longer in existence, then such rate charged by another national bank in [County Name] County, Indiana selected by the Board) plus four percent (4%) but in no event more than the maximum rate allowable under applicable usury laws.

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the person personally liable therefore, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

(c) In addition to the remedies above stated for failure to pay assessments, the Association may disqualify a delinquent Owner from his right to vote and to hold office or committee membership in the Association while Assessments are delinquent in addition to charging a reasonable late fee, as allowed by Indiana law, per day of delinquency to among other things, cover the administrative expense of addressing the delinquency and also deny such Member the use of the Common Areas for a period not exceeding sixty (60) days for each separate nonpayment.

Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to the **DECLARANT** by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date. Until otherwise established or modified by Declarant, the initial annual Regular Assessment shall be _____ and No/100 Dollars (\$_____.00).

Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by **DECLARANT** with respect to any Lot or other portion of the Real Estate owned by **DECLARANT** while the same is owned by **DECLARANT**, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by **DECLARANT**, except as specifically detailed in the last paragraph of Section 4 of Article XI herein. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by **DECLARANT** to another Person after construction of a single family residence thereon, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Lot so conveyed by **DECLARANT** shall be paid by each purchaser upon such conveyance.

Section 7. Initial Working Capital and Start-Up Fund. Upon the closing of the initial conveyance of each Lot by **DECLARANT** to another Person, the purchaser of such Lot shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to its working, capital and start-up fund, _____ and No/100 Dollars (\$____.00), which payment shall be nonrefundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to **DECLARANT** for advances made to pay expenses of the Association for its early period of operation of the Real Estate, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board. This start-up fund shall also be applicable from any successors in title to Lots and therefore is an obligation of successor title owners to the HOA at the time of such title transfer.

Section 8. Compliance with Indiana Code. To the extent that these covenants are inconsistent or not fully compliant with Indiana Code § 32-25.5-3-1 *et seq.*, these covenants shall be interpreted to be in compliance therewith and the HOA shall be required to operate in compliance therewith in all respects.

ARTICLE XII MORTGAGES

Section 1. Notice to Association. Any Owner, who places a first mortgage lien upon such Owner's Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record or in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which such Mortgagee otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Association shall, upon written request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

Section 2. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article XI hereof.

ARTICLE XIII INSURANCE

Section 1. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association shall maintain in force adequate officers' and directors' insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, **DECLARANT**, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) year's assessment on all Lots in the Subdivision, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

Section 2. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

ARTICLE XIV CASUALTY AND RESTORATION

In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of these areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing these areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas and/or maintenance expense areas (if any) to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

ARTICLE XV AMENDMENT OF DECLARATION

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(b) **Special Amendments.** No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XIII of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XIV of this Declaration with respect to reconstruction or repair of the Common Areas in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

(c) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of [County Name] County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by DECLARANT Only. Notwithstanding the foregoing or anything else contained herein, the **DECLARANT** shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if **DECLARANT** records the modification in the Office of the Recorder of [County Name] County, Indiana, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) function similar to those performed by such agencies or entities, to subject additional property to these restrictions, (e) to annex additional real estate to the Subdivision, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the **DECLARANT** to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner

as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the **DECLARANT** to vote in favor of, make, execute and record any such amendments. The right of the **DECLARANT** to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the **DECLARANT** no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XVI ACCEPTANCE AND RATIFICATION

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended, or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in an Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVII NEGLIGENCE

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

ARTICLE XVIII BENEFIT AND ENFORCEMENT

Section 1. Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after both the Applicable Date and a minimum of fifteen (15) years from recording, a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the Owners voting in favor

of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Section 2. Prosecution of Violations. It shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Owner or Owners found to be in violation. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then Owners of the Lots in this subdivision.

The Association may, with respect to an Owner who violates these restrictions and/or Rules and Regulations, after written notice to such Owner detailing the nature of the violation and providing a time period established by the Association to cure or conform, disqualify such Owner's voting rights and right to hold office while the violation continues, and may further, in the Board's sole discretion, provide that an additional fine be charged to such Owner, as allowed by Indiana law. This fine, if not paid when required, will be processed in the same manner as Assessments.

ARTICLE XIX MISCELLANEOUS

Section 1. Costs and Attorney Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorney fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law. Non-enforcement of one provision does not affect the enforcement of another.

Section 4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Section 6. Delegation of Use of the Common Areas. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Association, his right of enjoyment, and use of the Common Areas to members of his family, his tenants or contract purchasers who reside on any Lot.

Section 7. The Plat. The Final Plat of the realty of [Subdivision Name], Section ____, that is the Initial Tract in this Declaration, is being recorded contemporaneously herewith in the Office of the Recorder of [County Name] County, Indiana.

Section 8. Grievance Resolution. Any grievance between and among the Members and the Board or any member thereof shall first be subject to discussion between the involved parties at a meeting held specifically for that purpose, and if unsuccessful referred to mediation. Only after unsuccessful discussions and determination by the mediator that further mediation would be fruitless, the parties may then submit their grievance to a court of competent jurisdiction to resolve the grievance.

IN WITNESS WHEREOF, [DEVELOPER] has caused this Declaration to be executed on the day and year first written above.

[DEVELOPER]

By: _____
[OFFICER}, [TITLE]

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared [OFFICER}, [TITLE] of [DEVELOPER], who acknowledged the execution of the above and foregoing instrument for and on behalf of said limited liability company, and, who having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2018.

My Commission Expires:

Notary Public

Printed _____

Resident of _____ County

EXHIBIT A
Legal Description

([Subdivision Name] Overall)

EXHIBIT B

[Subdivision Name] Subdivision

EXHIBIT C
Initial Tract

LR12892.0990235 4829-5959-5129v1



TOWN OF LAPEL
825 Main St., Lapel, IN 46051
Planning@lapelindiana.org

REZONE/PUD APPLICATION

**Required sections to fill out*

Application type*:

- ☐ Rezone (Change of Zoning)
☒ PUD (Planned Unit Development)
☐ PUD Ordinance Amendment
☐ Modification to Commitments

For office use only:

App No: _____
 Date received: _____
 App fee: _____
 Fee paid by: ☐ Cash ☐ Check
 Check #: _____

PROPERTY INFORMATION*

Address/Location: South side of SR 32, west of N Main Street and east side of S CR 900 W
 Parcel(s)' ID(s): 48-10-21-400-006.000-032 and 48-10-21-700-002.000-032
 Current use: Vacant Current zoning: C1
 Proposed use: Residential Subdivision Proposed zoning: PUD
 Current improvements on site: None Proposed use for the site in Comprehensive Plan: C1
 Project total size: 25.29 Acres (include the area of all parcels)

PROPERTY OWNER INFORMATION*

Name: Lapel One LLC
 Mailing address: 8663 W 300 N
 City/Town: Anderson Zip code: 46011
 Email: _____ Phone #: _____

APPLICANT INFORMATION* ☐ Same as owner

Name: Tony Bagato Title: _____
 Company name: Arbor Homes
 Mailing address: 9225 Harrison Park Court
 City/Town: Indianapolis Zip code: 46216
 Email: tony.bagato@yourarborhome.com Phone #: (317) 523-0589

NOTE: The person listed as **applicant** will be contacted regarding all applications steps and payments, including being contacted by the newspaper publisher for Legal Notice payment.

PROJECT DESCRIPTION*

Proposed project name: Englewood

Project description

(Briefly describe the project: what would be built, how the property would be used, and how the project would be integrated into the surrounding area.)

Proposing a rezone from C1 to PUD for approval of a new Residential Community with a maximum of 72 homes.

COMPLIANCE WITH REZONE (and PUD) CRITERIA*

(Briefly describe how the proposed project follows the rezone/PUD criteria listed below.)

1. **The Comprehensive Plan ([online copy here](#)):** This proposed change of zoning supports the comprehensive plan because:

The Comp Plan shows this property as commercial, however, given that the property is adjacent to a park and school, residential would be the best use overall.

2. **Characteristics & Current Conditions:** This proposed change of zoning supports the current conditions and the character of current structures and uses in each district because:

The site is adjacent to Woodward Park and Lapel High School which makes a residential use a very compatible use that supports the current conditions and character of each district.

3. **Desired Use:** This proposed change of zoning supports the most desirable use for which the land in each district is adapted because:

The site is adjacent to Woodward Park and Lapel High School which makes a residential subdivision the most desirable use for the land within the district and with the surrounding uses.

4. **Property Values:** This proposed change of zoning supports the conservation of property values throughout the jurisdiction because:

The change to a residential subdivision will increase the property taxes from the specific property and it will not cause a negative impact on the jurisdiction.

5. **Growth Management:** This proposed change of zoning supports responsible development and growth because:

The property could be considered an infill site given that it is adjacent to other uses within the Town limits. New development within the Town limits promotes reasonable development and supports growth because it does not require services from the Town that are not within the limits of the jurisdiction.

Additional criteria for PUDs (V12.2.3 Preliminary Plan & Rezoning):

- **Requirements and Intent.** This proposed change of zoning to Planned Unit Development fulfills the requirements and intent of this Article (The Zoning Ordinance) and the Subdivision Control Ordinance because:

The proposed PUD fulfills the intent of the UDO by providing flexibility in housing standards that cannot be met in the Town's base zoning district. The PUD provides for a unique opportunity to provide housing in a location that is adjacent to the High School and public park.

- **Overlay Requirements.** This proposed change of zoning to Planned Unit Development is Consistent with the requirements of all applicable overlay districts because:

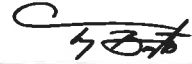
There are no impacts related to any overlay districts.

APPLICANT AFFIDAVIT

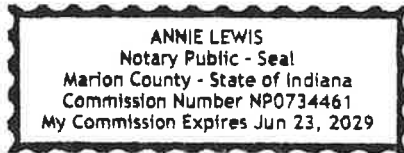
STATE OF INDIANA
COUNTY OF MARION S.S.

The undersigned, having been duly sworn on oath, states that the information in the Application is true and correct as they are informed and believe.

Applicant printed name: Tony Bagato

Applicant signature: 

Subscribed and sworn to before me this 2 day of JULY, 20 25.



Notary printed name: ANNIE LEWIS

Notary signature: 

My commission expires: JUNE 23, 2029

OWNER AFFIDAVIT

STATE OF Indiana
COUNTY OF Madison S.S.

The undersigned, having been duly sworn on oath, states that they are the Owner of the Property involved in this application and that they hereby acknowledge and consent to the foregoing Application.

Owner printed name**: George R. LITKENS Sr

Owner signature**: La pal ONE L.L.C
George R. Litkens Sr. operating manager

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Property Owner, who having been duly sworn acknowledged and consents to the execution of the foregoing Application. Subscribed and sworn to before me this 23rd day of December, 2024.



Notary printed name: RA Vestal

Notary signature: [Signature]

My commission expires: 02/16/2029

** A signature from each party having interest in the property involved in this application is required. If the Property Owner's signature cannot be obtained on the application, then a notarized statement by each Property Owner acknowledging and consenting to the filing of this application is required with the application.



REZONE/PUD APPLICATION INFORMATION

REQUIRED DOCUMENTS AT FILING

Submit a complete application packet that includes the following:

- ☒ **Application.** A completely filled out application including the pages with notarized signatures of the applicant.
- ☒ **Property Owner Consent.** If the applicant is different than the owner of the property, then property owner's consent is required found on page 5 of the application form.
- ☒ **Legal description of the property.** If the project site includes several parcels, the legal description of every parcel shall be included. **- SEE PUD**
- ☒ **Copy of the Deed.** A copy of the latest recorded deed for every parcel within the project shall be provided.
- ☒ **Location (Vicinity) Map.** One (1) copy of a general location or area map indicating (in a reproducible manner) the location of the property and the surrounding area. Maps created using internet mapping sites are acceptable.
- ☒ **Site Plan.** A concept site plan showing proposed improvements shall be provided. Plan must be legible and drawn to a scale of 1= 10, 1=20, 1=30, or 1=40.
- ☒ **Septic/Sewer verification.** A letter verifying that proper waste disposal will be available to the property shall be provided.
- ☒ **Other documents.** Depending on the type of the application, other documents may be required to be submitted.
For PUD applications only: Preliminary Plan Data. The Preliminary Plan shall include the information required by the Lapel UDO (Volume 12.2.3). Examples: PUD ordinance, concept plan, architectural drawings, etc.
- ☒ **Filing fee payment.** A non-refundable fee shall be paid according to the [Fee Schedule](#). Acceptable methods of payment include cash, check, or MasterCard, VISA, Discover or American Express credit card. Checks must be made payable to "Town of Lapel." Credit cards are accepted; however, the credit card processing agency assesses a fee ~3% of the transaction amount.
- ☒ **On-site hearing notice sign fee.** The On-Site Notice must be posted in a conspicuous location along each street frontage of the affected property. There is a non-refundable fee of \$10 per sign required.
- ☒ **Surrounding property owners address list.** The petitioner must obtain a list of surrounding property owners from the Madison (or Hamilton) County Assessor's Office's map *not earlier* than 30 days before the public hearing. If the applicant would like the Town of Lapel to prepare the list instead, please submit a \$25 payment with the application fee. The list shall contain names and last known mailing address of the property owners of property adjacent to the subject property to a depth of two parcels or 660 feet, whichever is smaller.

REQUIRED DOCUMENTS DURING REVIEW PROCESS

- ☐ **Revisions.** Any documents revised during the review process shall be submitted electronically at least two (2) weeks before the public hearing date.
- ☐ **A list of surrounding property owners.** If the applicant prepares the list themselves, they shall submit this list to the Planning Administrator or his/her designee at least two (2) weeks before the public hearing.
- ☐ **Affidavit of mailed notices.** The applicant shall submit a notarized affidavit of mailing the notices to the surrounding property owners at least three (3) days before the public hearing.
- ☐ **Certificates of Mailing.** The applicant shall provide copies of the certificates of mailing together with the affidavit mentioned above at least three (3) days before the public hearing.
- ☐ **Proof of newspaper publication.** The applicant shall provide a copy of the proof of publication from Ellwood Call Leader before the public hearing.

PROCEDURE

A. Pre-Filing

Prior to applying, the petitioner shall meet with the Planning Administrator to review information about the project, development standards, and procedures for the correct type of application. The Planning Administrator will advise the petitioner regarding the preparation of the application and supportive documents as necessary.

B. Filing

Submit a filled out application, application packet and payment to the Plan Commission's office in Lapel Town Hall. Please, find the filing deadlines in the *Filing Deadlines Schedule*. Also, email the application packet to planning@lapelindiana.org. When emailing the packet, please send scanned files of the documents that are signed and notarized. A list of the required documents can be found in this document under the "Required Documents at Filing" section.

C. Review

The Planning Administrator and other applicable town and county staff will review the application and communicate with the applicant regarding the completeness of the application, revisions, the date of the public hearing (if applicable) and any other matters related to the submittal.

D. Public Hearing Notice

Newspaper Notice

Once the Planning Administrator sets a public hearing date, (s)he will write and send a notice to the Ellwood Call Leader newspaper. Applicant's contact information will be provided to the newspaper, so that the latter can contact the applicant regarding the payment. The applicant is responsible for the payment of the published notice.

Mailed Notice

Once the Planning Administrator sets a public hearing date, (s)he will provide a notice template for the applicant to fill out and mail to the adjoining property owners. The notice must be mailed at least 10 days prior to the public hearing date via Certificate of Mailing.

E. Public Hearing

Plan Commission review

Plan Commission shall review the submittal at a public hearing meeting and make a recommendation to the Town Council. After Plan Commission's certified recommendation (and any suggested commitments and/or conditions) is sent to the Town Council, the application will be posted on the next available Town Council's meeting according to the "Filing Deadline Calendar". If there is a need for revisions to the submittal before going to the Town Council, the applicant shall accomplish them in a timely manner.

Town Council review

The Town Council will review the application and make a final decision of whether to approve, approve with conditions, or deny the application at one of its meetings. The Town Council may send the application back to Plan Commission for a second review.

F. Recording

Once the ordinance is approved by the Town Council, the town staff shall record it at Madison County Recorder's Office. A copy of the recorded ordinance shall be provided to the applicant.



Low Growth Forecast: Stony Creek Township

Figure 80

-  Along SR-32 Mixed-use 1 Residential / Commercial
-  Residential - R1
-  Rural Commercial - C3
-  Residential - Ag2 Conservation
-  Office / Commercial Mixed-use 3
-  Institutional
-  Preservation
-  Residential / Commercial Mixed-use 1
-  Agricultural - Ag1

* Note: Information presented at block group level. Additional call-outs have been added for greater detail beyond what is currently available through UrbanFootprint.





High Growth Forecast: Stony Creek Township

Figure 93



- Mixed-use 1 Residential / Commercial along SR-32.
- Residential - R1
- Office / Commercial Mixed-use 3
- Residential / Commercial Mixed-use 1
- Rural Commercial - C3
- Institutional
- Agricultural - Ag1
- Residential - Ag2 Conservation
- Preservation

* Note: Information presented at block group level. Additional call-outs have been added for greater detail beyond what is currently available through UrbanFootprint.

EXHIBIT 6. EXCERPTS FROM LAPEL THOROUGHFARE PLAN

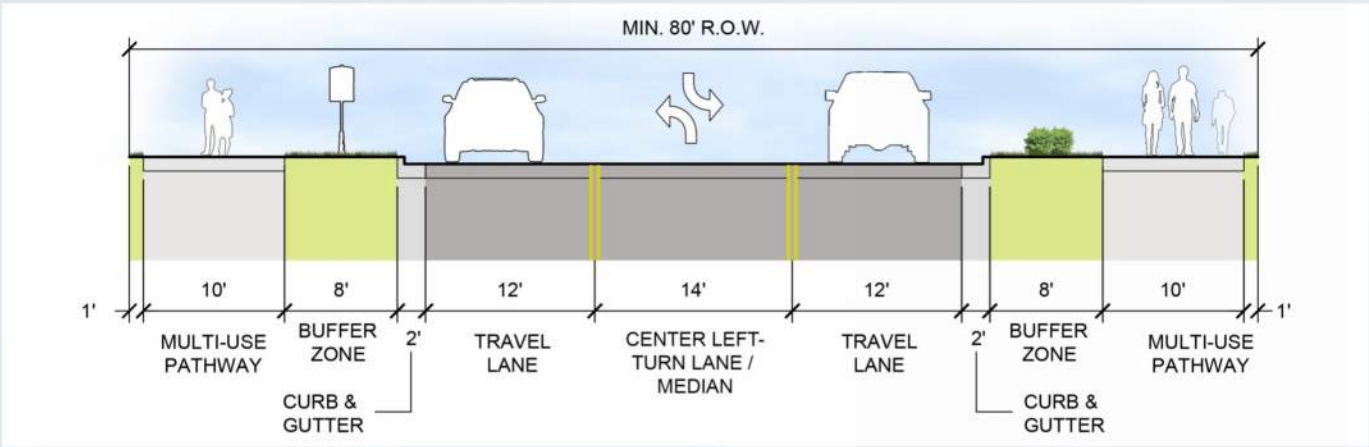
Local streets are roadways where there are the lowest posted speeds and narrower ROW needs. Travel lane widths will be a minimum of 10 feet. The required ROW will be a minimum of 60 feet in an urban area and 70 feet in a rural area. The required ROW will be 60 feet in an urban area and 70 feet in a rural area. Urban local roads will have sidewalks and on-street parking, while rural local roads will have neither. Examples of local streets include Main Street, Vine Street, 9th Street, and Brookside Road.

The cross sections for each functional classification are shown on the following pages.

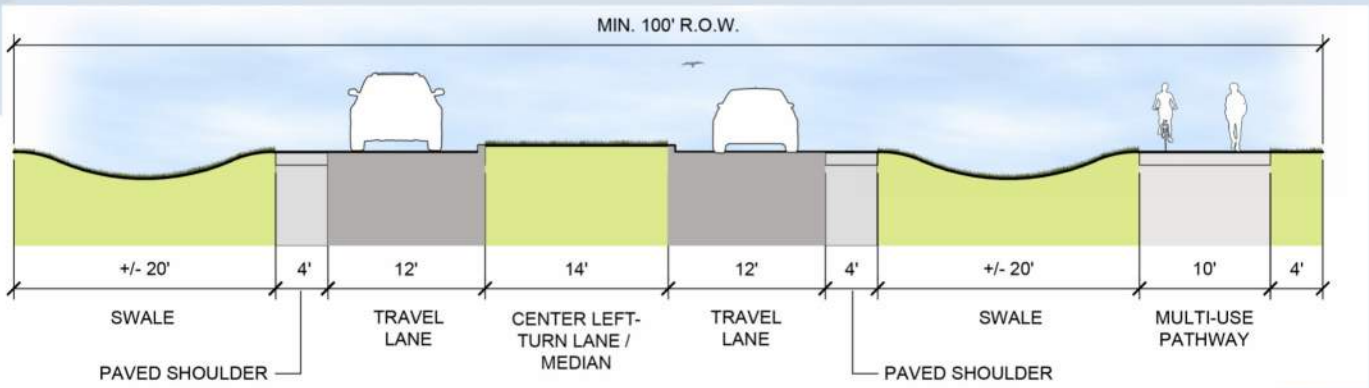
The Functional Classification map shown on page 26 has the classification designations for Lapel's entire road network.

CLASSIFICATION	ARTERIAL		COLLECTOR		LOCAL	
Location	Urban	Rural	Urban	Rural	Urban	Rural
Posted Speeds (mph)	45 - 55		30 - 45		20 - 30	
Existing Volumes (AADT)	> 4,000		1,500 - 4,000		< 1,500	
Min. Travel Lane Width (ft)	11	12	11	11	10	10
Min. ROW Width (ft)	80	100	70	80	60	70
Pedestrian Facilities Required	Shared-Use Path on One Side		Shared-Use Path and Sidewalk		Sidewalk	No
On-Street Parking	No		No		Yes	No
Curb Cuts	Limited		Some		Many	

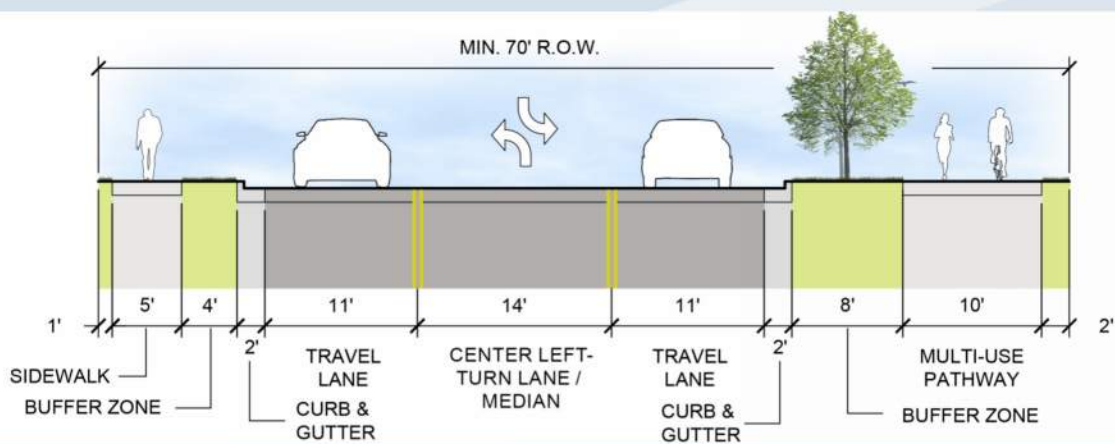
ARTERIAL - URBAN



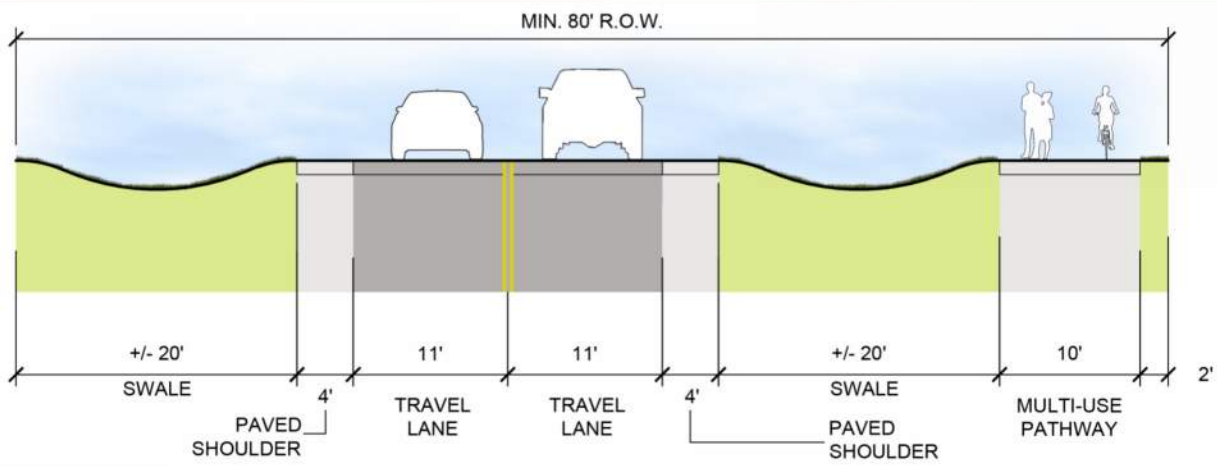
ARTERIAL - RURAL



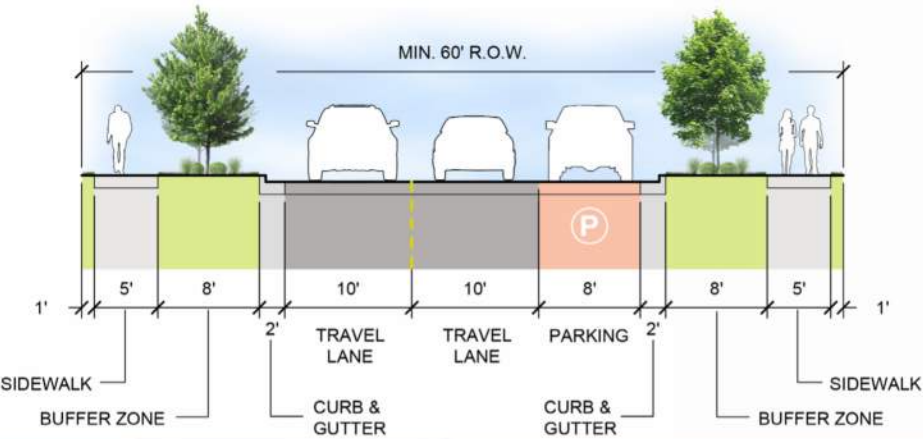
COLLECTOR - URBAN



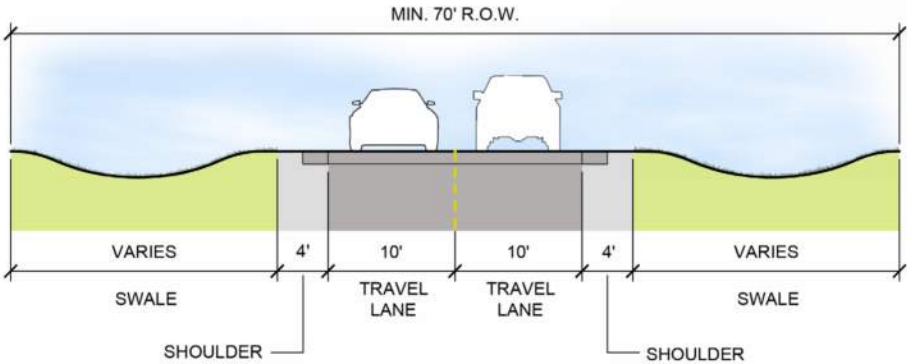
COLLECTOR - RURAL

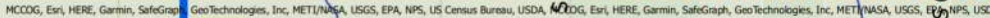


LOCAL - URBAN

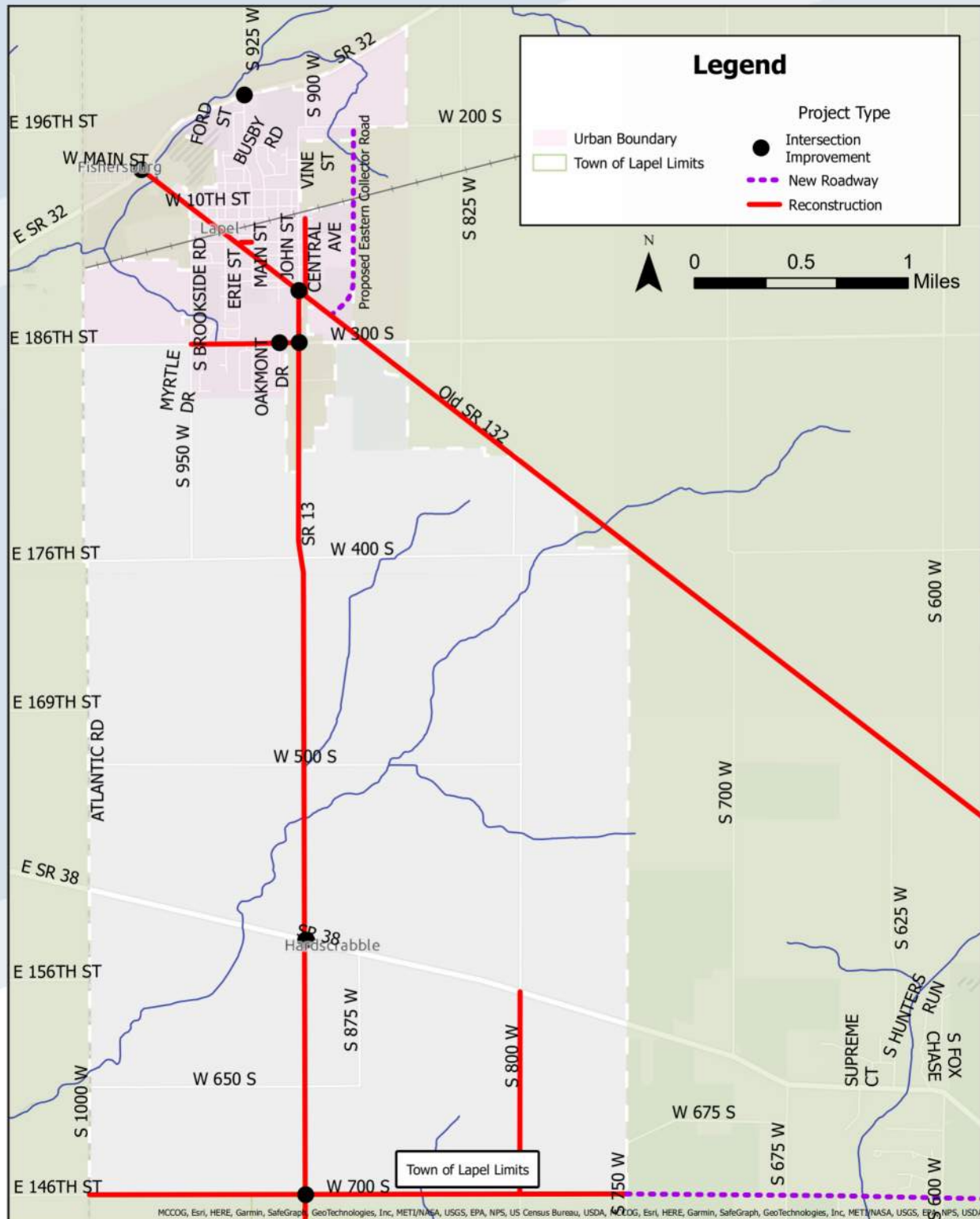


LOCAL - RURAL

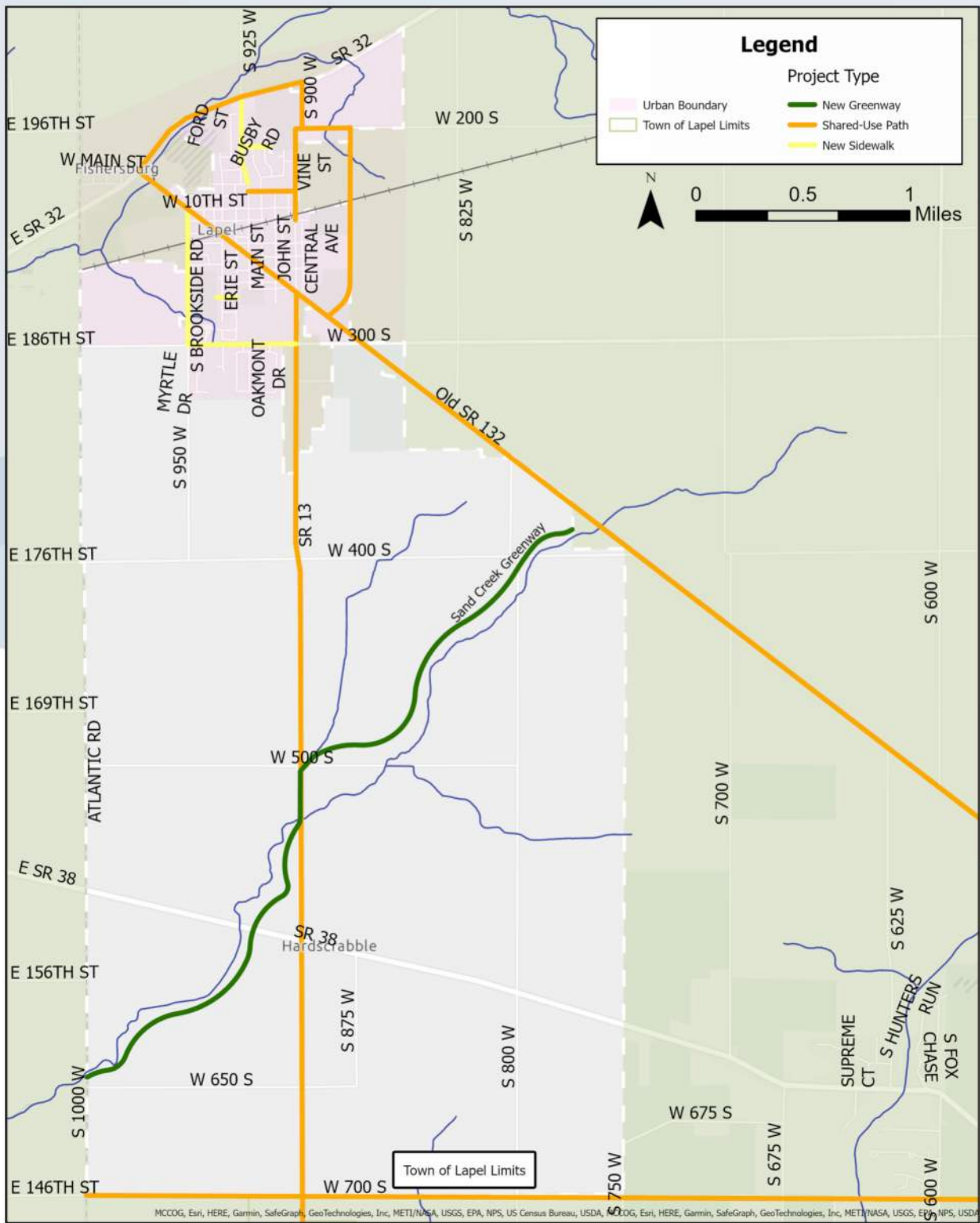




FUTURE THOROUGHFARE PLAN NETWORK: ROAD PROJECTS



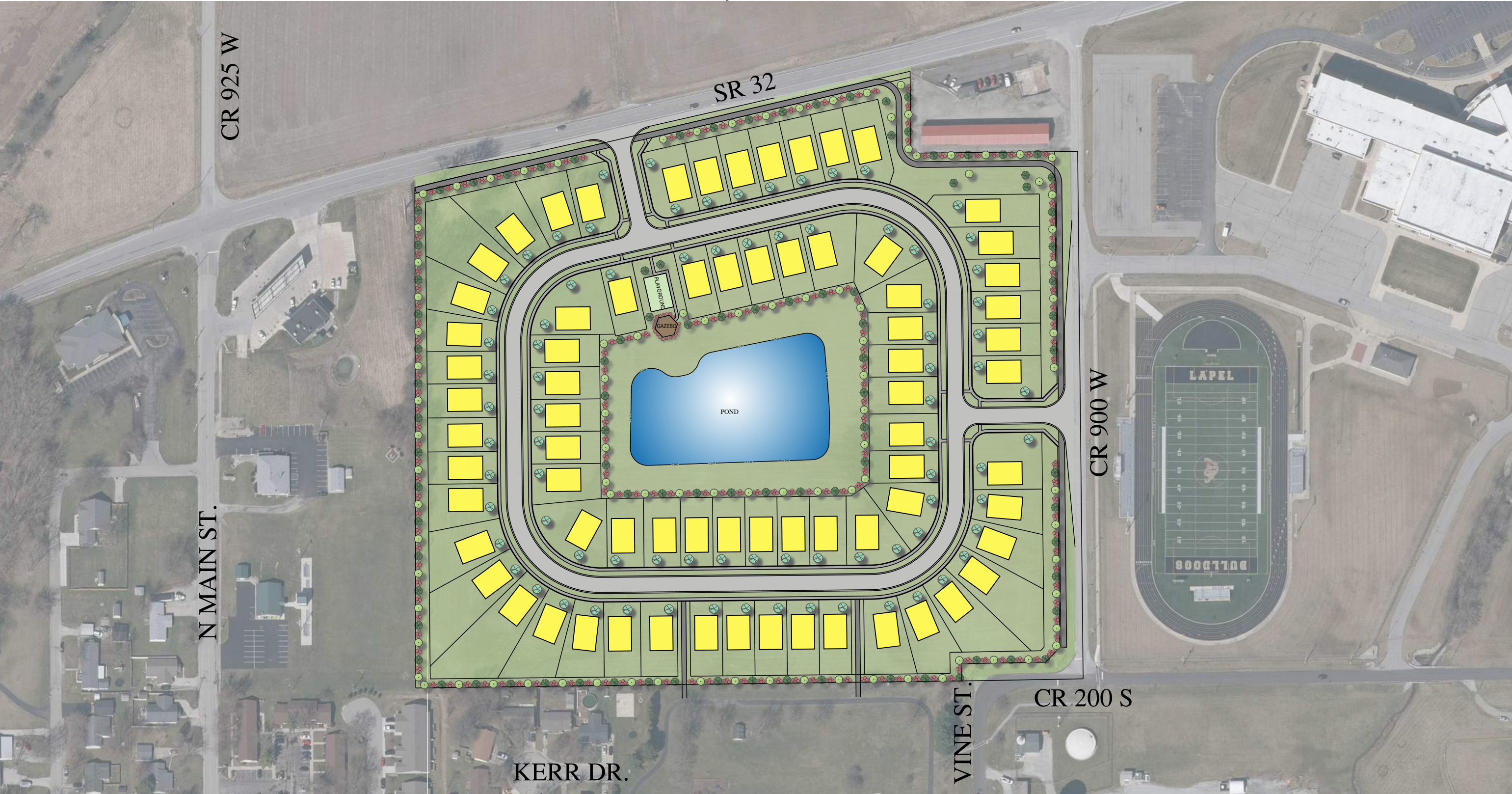
FUTURE THOROUGHFARE PLAN NETWORK: PEDESTRIAN AND BICYCLE IMPROVEMENTS



MCCOG, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, MCCOG, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

EXHIBIT 7. CONCEPT PLANS

ENGLEWOOD
LAPEL, INDIANA



CR 925 W

N MAIN ST.

SR 32

CR 900 W

CR 200 S

KERR DR.

VINE ST.

POND



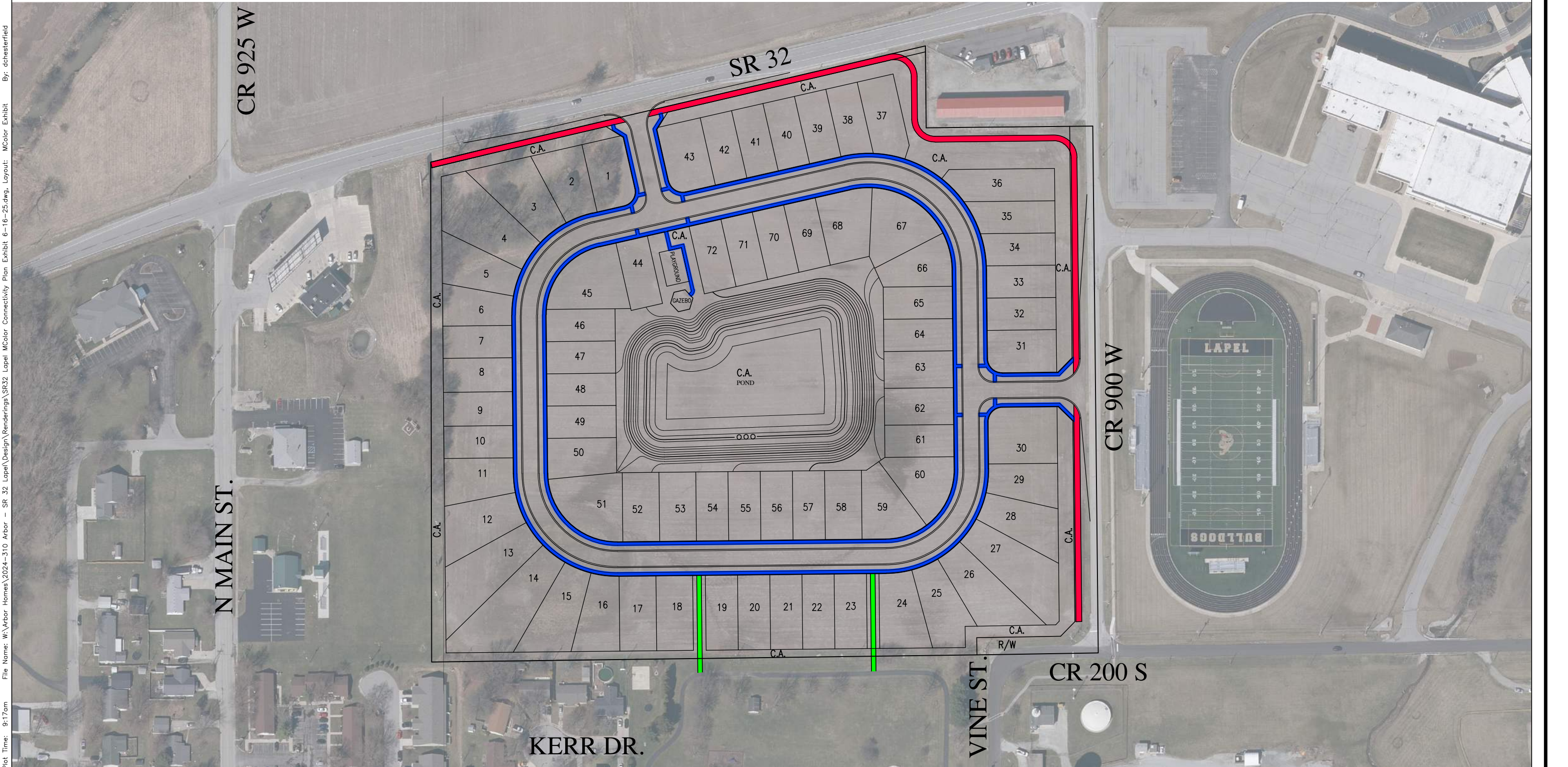
HWC
ENGINEERING

ARBOR
ENGLEWOOD
COLOR EXHIBIT
LAPEL, INDIANA
JUNE 16, 2025



NOT TO SCALE

ENGLEWOOD LAPEL, INDIANA



LEGEND

- 8' ASPHALT PATH – 354 LF
- 10' ASPHALT PATH – 2,000 LF
- 5' CONCRETE SIDEWALK – 5,809 LF

ARBOR
ENGLEWOOD
CONNECTIVITY PLAN
LAPEL, INDIANA
JUNE 16, 2025



NOT TO SCALE



HWC
ENGINEERING

Plot Date: Jun 16, 2025 Plot Time: 9:17am File Name: W:\Arbor Homes\2024-310 Arbor - SR 32 Lapel\Design\Renderings\SR32 Lapel Connectivity Plan Exhibit 6-16-25.dwg, Layout: MColor Exhibit By: dcheaterfield

EXHIBIT 8. SEWER CAPACITY LETTER

ms consultants, inc.

engineers, architects, planners

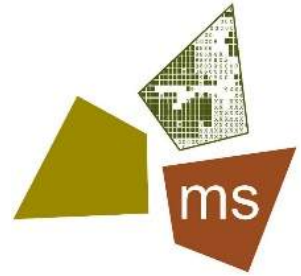
115 West Washington St., Suite 1310

Indianapolis, Indiana 46204-4618

Phone: (317) 566-0050

Fax: (317) 566-0052

www.msconsultants.com



February 13, 2025

Mr. Brian Robertson

brian@lapelindiana.org

President – Town Council

Town of Lapel

825 Main Street

Lapel, IN 46051

RE: Sanitary Sewer Capacity Commitment
Arbor Homes
Town of Lapel, Indiana

Dear Mr. Robertson:

The Town of Lapel (the “Town”) has requested that ms consultants, inc. (the “Engineer”) review a request for sanitary sewer service from Arbor Homes (the “Developer”). The Developer is applying for a primary plat for a 25.3-acre residential development (Englewood Subdivision) consisting of 107 lots located on the southwest corner of S.R. 32 and South County Road 900 West (just west of Lapel H.S.). The Developer requested a letter of sanitary sewer capacity from the Town. Upon review of the subdivision’s location and documentation of the Town’s sanitary sewer system as it relates to the wastewater treatment capacity of the system, it is the opinion of the Engineer that the Town does have capacity to treat the additional flow from the Developer. However, the Town’s existing Main Street Lift Station will most likely need to have the pumps upgraded to serve the development. Below are the results of the Engineer’s investigation into the Developer’s capacity request:

Wastewater Treatment Plant

The existing Wastewater Treatment Plant’s National Pollutant Discharge Elimination System (NPDES) Permit No. IN0020087 is permitted to treat an average daily flow of 0.40 million gallons per day (MGD). Arbor Homes is requesting 0.033 MGD (33,170 GPD) of

capacity for their development. The existing facility's average daily flow is 0.30 MGD, leaving 0.10 MGD of capacity remaining. After the Developer's project the capacity will be reduced from 0.10 MGD to 0.067 MGD which is approximately at 83 % capacity.

Sanitary Sewer Collection System

The Arbor Homes development would likely connect to the existing collection system via a gravity main to the Main Street Lift Station. During more detailed design, the capacity of the pumps will need to be evaluated, and the pumps potentially upgraded. This deficiency could be resolved by installing larger sewage pumps in the Main Street Lift Station to accommodate the needed flows. There may be additional items to upgrade at this station and more detailed review of the existing facilities should be conducted.

The results of this evaluation indicate that the Town does have capacity to serve the proposed development with improvements to the Main Street Lift Station. Should you have any questions concerning the statements made in this evaluation, please do not hesitate to contact me at 317-508-5343.

Sincerely

A handwritten signature in blue ink, appearing to read "D. R. Cutshaw".

Daniel R. Cutshaw, P.E.
Vice President - Indiana
ms consultants, inc.

EXHIBIT 9. ARCHITECTURAL STANDARDS REVIEW

EXHIBIT E ILLUSTRATIVE ARCHITECTURAL EXHIBIT (1 of 2)

Ex ①



Ex ②



Ex ③



Ex ④



Ex ⑤



Ex ⑥



EXHIBIT E
ILLUSTRATIVE ARCHITECTURAL EXHIBIT (2 of 2)

Ex ⑦



Ex ⑧



Ex ⑨



Ex ⑩



4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 1 — 
Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	0
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		0
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		0
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		2
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			0
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	0
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			3



Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 2 — (6)
Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		2
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	0
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		2
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		0
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		0
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			0
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	0
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			0

Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

V4.2 - Dev. & Perf. Standards

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 3 - (6)

Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	0
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		2
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		0
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		2
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			0
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	0
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			0

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Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

V4.2 - Dev. & Perf. Standards

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 4-9

Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	0
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		2
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		0
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		2
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			3
25.	Porch of at least 50 square feet on the front elevation		X		1
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	0
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			0

Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

V4.2 - Dev. & Perf. Standards

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 5- (11)

Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		2
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	1
9.	At least two special, decorative window heads or window sills on street facing elevations			X	1
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		0
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		2
17.	100% masonry on all sides	X			30
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		0
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	0
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			0
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	1
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			3

Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 6 - 10

Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	0
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		0
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		2
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		0
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			3
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	0
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			03

Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 7 - 13

Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	0
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		2
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		0
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		2
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			3
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	0
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			3

Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 8 - 8

Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	0
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		0
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		0
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		2
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			3
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	1
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			0

Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 9 - (8)

Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	0
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	0
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		2
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		0
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		0
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			3
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	1
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			0

Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

4.2.9.2, Conservation and Indoor Air Quality Standards.

Example 10 - (11)

Table 4.2.9.1 - Architectural Standards

	Windows	3	2	1	Total
1.	Window mullion patterns on 75% of windows			X	1
2.	One full height, two-story bay window (for a one-story home, one full height bay window)	X			0
3.	One bay window		X		0
4.	One or more roof dormers		X		0
5.	Two or more clerestory windows or windows with transoms above the main window		X		0
6.	Front door with one or more sidelights, transom window or double door			X	1
7.	Ribbon windows with two or more horizontal rows of windows containing at least three windows each			X	0
8.	Decorative shutters on at least two street facing windows			X	0
9.	At least two special, decorative window heads or window sills on street facing elevations			X	1
10.	Four or more square feet of windows in the garage that are not on the door			X	0
11.	Garage door(s) with windows			X	0
	Roofs	3	2	1	Total
12.	Light colored, light-reflecting shingles / roofing material			X	0

13.	Clay, concrete tile, cement, or standing seam metal roof	X			0
14.	Decorative roofing elements (e.g. copper above a bay window)		X		0
15.	Greater than nine (9) inch roof overhang on all sides	X			0
	Architectural Details / Styles	3	2	1	Total
16.	Facade with greater than 50% masonry (on all public use-facing sides)		X		2
17.	100% masonry on all sides	X			0
18.	Porte-cochere over driveway	X			0
19.	Functioning or simulated chimney		X		0
20.	Change in siding style between home and roof gable ends		X		2
21.	Decorative material on at least one gable end facing a public street or public use (e.g. decorative vents, lentils, etc.)			X	1
22.	Garage not visible on front elevation	X			0
23.	Provide a wide fascia at least four (4) inches around doors, windows, and porches.			X	0
	Porches, Stoops, and Enhancements	3	2	1	Total
24.	Covered porch of at least 50 square feet on the front elevation	X			0
25.	Porch of at least 50 square feet on the front elevation		X		0
26.	Wraparound porch, at least six (6) feet deep	X			0
27.	Second story porch (at least 25 square feet)	X			0

28.	Walk out back covered patio of at least 50 square feet		X		0
29.	Eight (8) inch wide columns, as measured at the base of the column, on front or side porch			X	0
30.	Porch or balcony railings		X		0
31.	Public view - landscape enhancements in yards that face streets, parks, golf courses, open space, or other public uses.	X			3

Table 4.2.9.2 - Conservation Standards

	Conservation and Indoor Air Quality Standards	3	2	1	Total
1.	Photovoltaic solar panel installed	X			
2.	Solar thermal solar panel installed	X			
3.	Home energy rating system (HERS) index greater than 90 and less than or equal to 95			X	
4.	HERS index greater than 85 and less than or equal to 90		X		
5.	HERS index greater than 75 and less than or equal to 85	X			
6.	HERS index less than or equal to 75	5 points			
7.	Energy Star certified home	5 points			
8.	National Green Building Standard/ ANSI Standard ICC 700 or LEED for homes, Bronze Level equivalent or greater	X			
9.	Stated furnace efficiency between .78 and .95 AFUE		X		

10.	Stated furnace efficiency greater than .95 AFUE	X			
11.	Stated water heater efficiency between .675 and .82		X		
12.	Stated water heater efficiency of .82 or more	X			
13.	Air conditioner with stated efficiency greater than or equal 14 SEER		X		
14.	Air conditioner with stated efficiency greater than or equal to 16 SEER	X			
15.	Certified EPA Water Sense home			X	
16.	All showerheads and hand held showers are 2.0 GPM or less			X	
17.	All showerheads and hand held showers are Water Sense labeled		X		
18.	All bathroom faucets flow rate is 1.5 GPM or less at 60 PSI			X	
19.	All bathroom faucets are Water Sense labeled		X		
20.	All toilets are 1.28 GPF or less			X	
21.	All toilets are Water Sense labeled		X		
22.	All toilets have dual actuated flushing		X		
23.	Dishwasher is Energy Star labeled			X	
24.	Landscape weather-based irrigation controllers are Water Sense labeled		X		
25.	Design of front landscaped area utilizes Water Sense budget tool		X		

V4.2 - Dev. & Perf. Standards



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TRAFFIC IMPACT STUDY

PROPOSED RESIDENTIAL DEVELOPMENT "ENGLEWOOD"

LAPEL, INDIANA

PREPARED FOR



**ARBOR
H O M E S**

JUNE 2025

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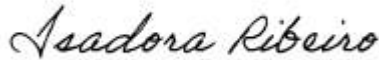
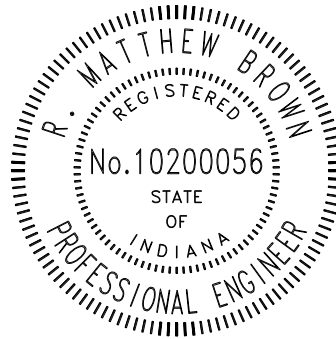
CERTIFICATION

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

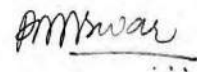
A&F ENGINEERING Co., LLC



June 11, 2025
R. Matt Brown, P.E.
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Isadora Ribeiro
Traffic Engineer



Pooja Aswar
Traffic Engineer

INTRODUCTION

This **TRAFFIC IMPACT STUDY**, prepared at the request of INDOT and the Town of Lapel, on behalf of Arbor Homes, is for a proposed residential development, known as "Englewood" that is to be located in the southwest quadrant of SR 32 and CR 900 W in Lapel, Indiana.

PURPOSE

The purpose of this analysis is to determine what impact the traffic generated by the proposed development will have on the existing adjacent roadway system. This analysis will identify any existing roadway deficiencies or ones that may occur when this site is developed.

Conclusions will be reached that will determine if the roadway system can accommodate the anticipated traffic volumes or will determine the modifications that will be required to the system if there are identified deficiencies.

Recommendations will be made that will address the conclusions resulting from this analysis. These recommendations will address feasible roadway system improvements to provide safe ingress and egress, to and from the proposed development, with minimal interference to traffic on the public street system.

SCOPE OF WORK

The scope of work for this analysis is as follows:

First, conduct turning movement traffic volume counts between the hours of 6:00 AM to 9:00 AM and 2:30 PM to 7:00 PM during a typical school day in May 2025 at the existing study intersections.

Second, estimate the number of peak hour trips that will be generated by the proposed development.

Third, estimate the year 2030 background traffic volumes by applying a 0.7% per year compounded growth rate to the existing traffic volumes.

Fourth, assign and distribute the generated traffic from the proposed development to the study intersections.

Fifth, conduct an 8-hour, 4-hour and peak hour traffic signal warrant analysis at the intersection of SR 32 & CR 900 W.

Sixth, prepare a capacity analysis, level of service analysis, and turn lane analysis at the study intersections for each of the following scenarios:

Scenario 1: Existing Traffic Volumes – Based on existing peak hour traffic volumes.

Scenario 2: Year 2030 Background Traffic Volumes – Based on applying a 0.7% per year compounded annual growth rate to the existing traffic volumes

Scenario 3: Year 2030 Proposed Development – Based on the sum of year 2030 background traffic volumes and generated traffic volumes from the proposed development.

Seventh, prepare recommendations for the roadway cross-sections that will be needed to accommodate the total traffic volumes for each of the above traffic volume scenarios.

Finally, prepare a **TRAFFIC IMPACT STUDY** report documenting all data, analyses, conclusions, and recommendations to provide for the safe and efficient movement of traffic through the study area.

DESCRIPTION OF THE PROPOSED DEVELOPMENT

The proposed development will be located in the southwest quadrant of SR 32 and CR 900 W in Lapel, Indiana. As proposed, the development will consist of 72 single-family detached homes that will be served by a full access drive along SR 32 and a full access drive along CR 900 W. **Figure 1** is an area map showing the location and general layout of the proposed site. A detailed site plan is included in the **Appendix**.

STUDY AREA

The study area for this analysis has been defined to include the following intersections:

- SR 32 & CR 900 W
- CR 900 W & CR 200 S
- SR 32 & Proposed Access Drive
- CR 900 W & Proposed Access Drive

Figure 2 shows the intersection geometrics at the existing study intersections.

DESCRIPTION OF ABUTTING STREET SYSTEM

The proposed development will be primarily served by the public roadway system that includes SR 32, CR 900 W and CR 200 S.

TABLE 1 – DESCRIPTION OF THE ABUTTING STREET SYSTEM

STREET NAME	NUMBER OF LANES	SPEED LIMIT (MPH)	FUNCTIONAL CLASS
SR 32	2	45	Minor Arterial
CR 900 W	2	40	Local
CR 200 S	2	40	Local

*Functional classification based on INDOT Roadway Inventory & Functional Class Viewer

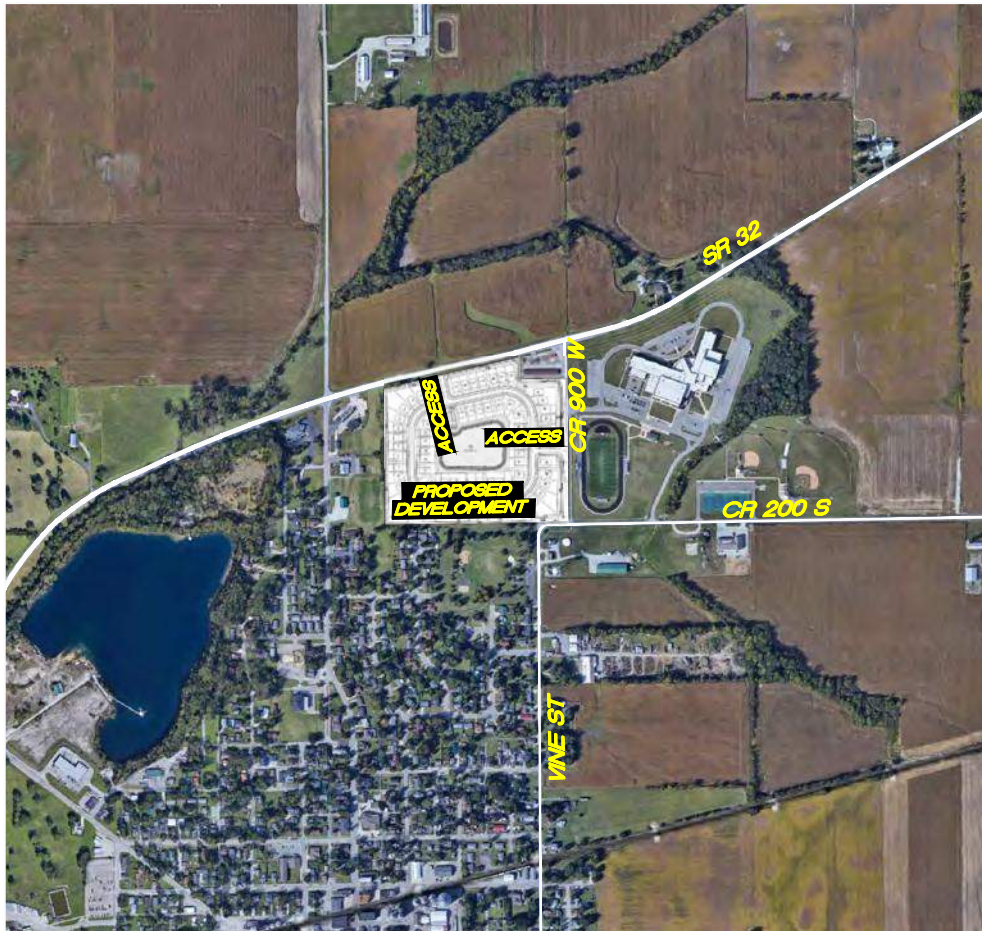
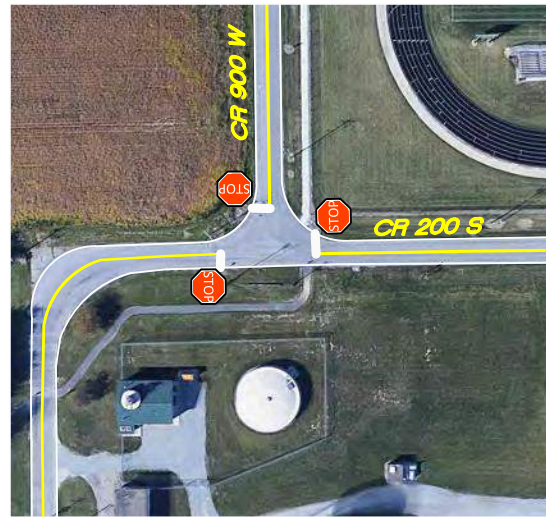


FIGURE 1
AREA MAP

TRAFFIC IMPACT STUDY
ARBOR HOMES
LAPEL, INDIANA



SR 32 & CR 900 W



CR 900 W & CR 200 S

FIGURE 2
EXISTING INTERSECTION
GEOMETRICS

TRAFFIC IMPACT STUDY
ARBOR HOMES
LAPEL, INDIANA

EXISTING TRAFFIC VOLUMES

Turning movement traffic volume counts were collected by A&F Engineering at the existing study intersections between the hours of 6:00 AM to 9:00 AM and 2:30 PM to 7:00 PM during a typical school day in May 2025. It should be noted that the peak hours vary slightly at each intersection. Hence, the actual peak hours are used at each study intersection to create a "worse case" scenario. The intersection count output summary sheets are included in the **Appendix**, and the AM and PM peak hour traffic volumes at the study intersections are shown in **Figure 3**.

YEAR 2030 BACKGROUND TRAFFIC VOLUMES

In order to account for the annual growth in traffic volumes that would occur due to future development outside of the study area over the next 5 years, an annual growth rate was applied to the existing traffic volumes. As directed by INDOT, a 0.7% compounded annual growth rate was considered for this analysis. Therefore, a growth rate factor of 1.0355 was applied to the existing traffic volumes to yield the year 2030 background traffic volumes shown in **Figure 4**.

GENERATED TRIPS FOR PROPOSED DEVELOPMENT

The estimate of newly generated traffic is a function of the development size and of the character of the land use. The *ITE Trip Generation Manual*¹ was used to calculate the number of trips that will be generated by the proposed development. This report is a compilation of trip data for various land uses as collected by transportation professionals throughout the United States in order to establish the average number of trips generated by those land uses. **Table 2** summarizes the trips that will be generated by the subject site.

TABLE 2 – TOTAL GENERATED TRIPS FOR PROPOSED DEVELOPMENT

DEVELOPMENT INFORMATION			GENERATED TRIPS					
LAND USE	ITE CODE	SIZE	AM PEAK HOUR		PM PEAK HOUR		24 HOUR	
			ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
Single-Family Detached Housing	210	72 DU	14	41	46	27	373	373

¹ *Trip Generation Manual*, Institute of Transportation Engineers, Eleventh Edition, 2021.

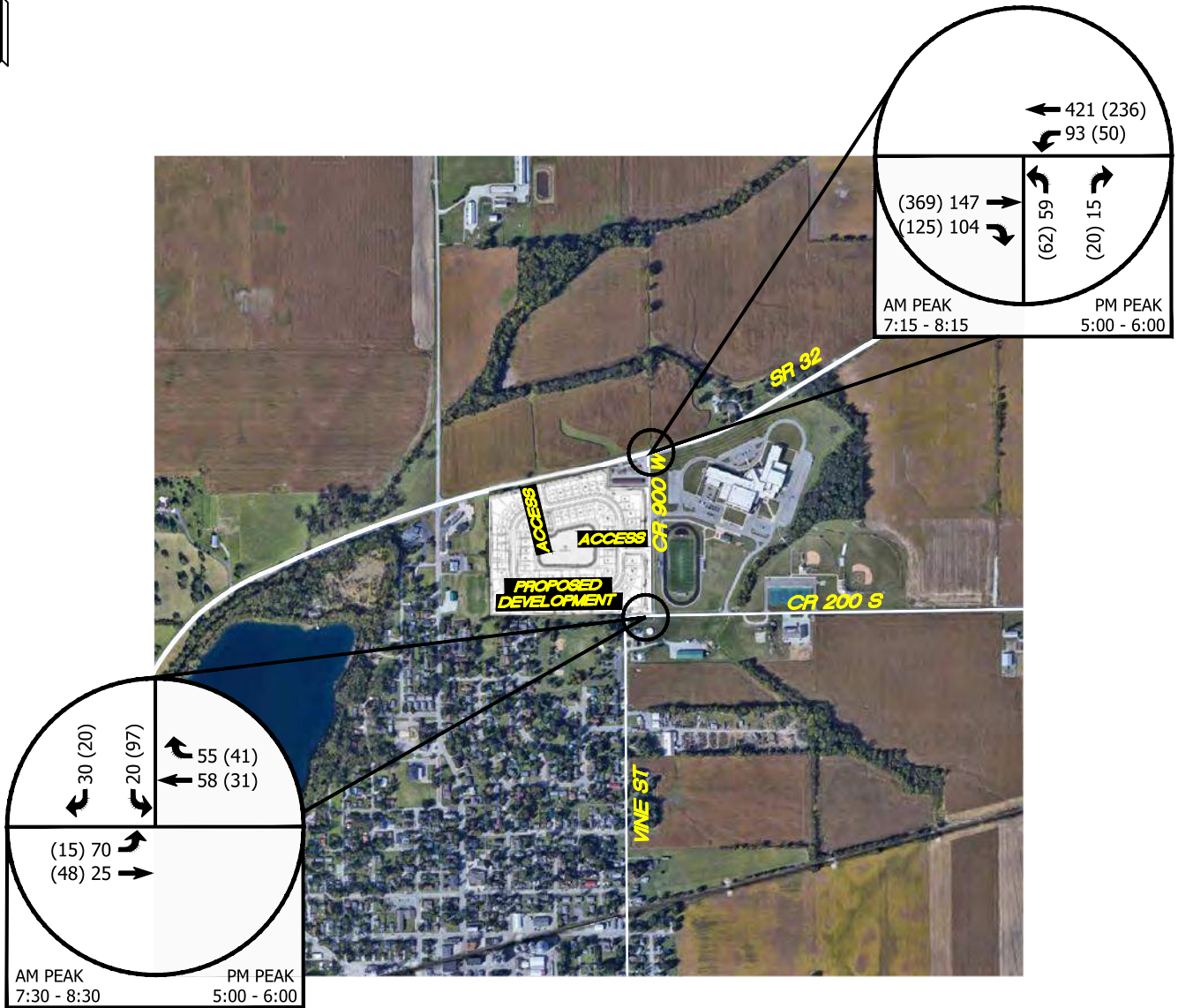
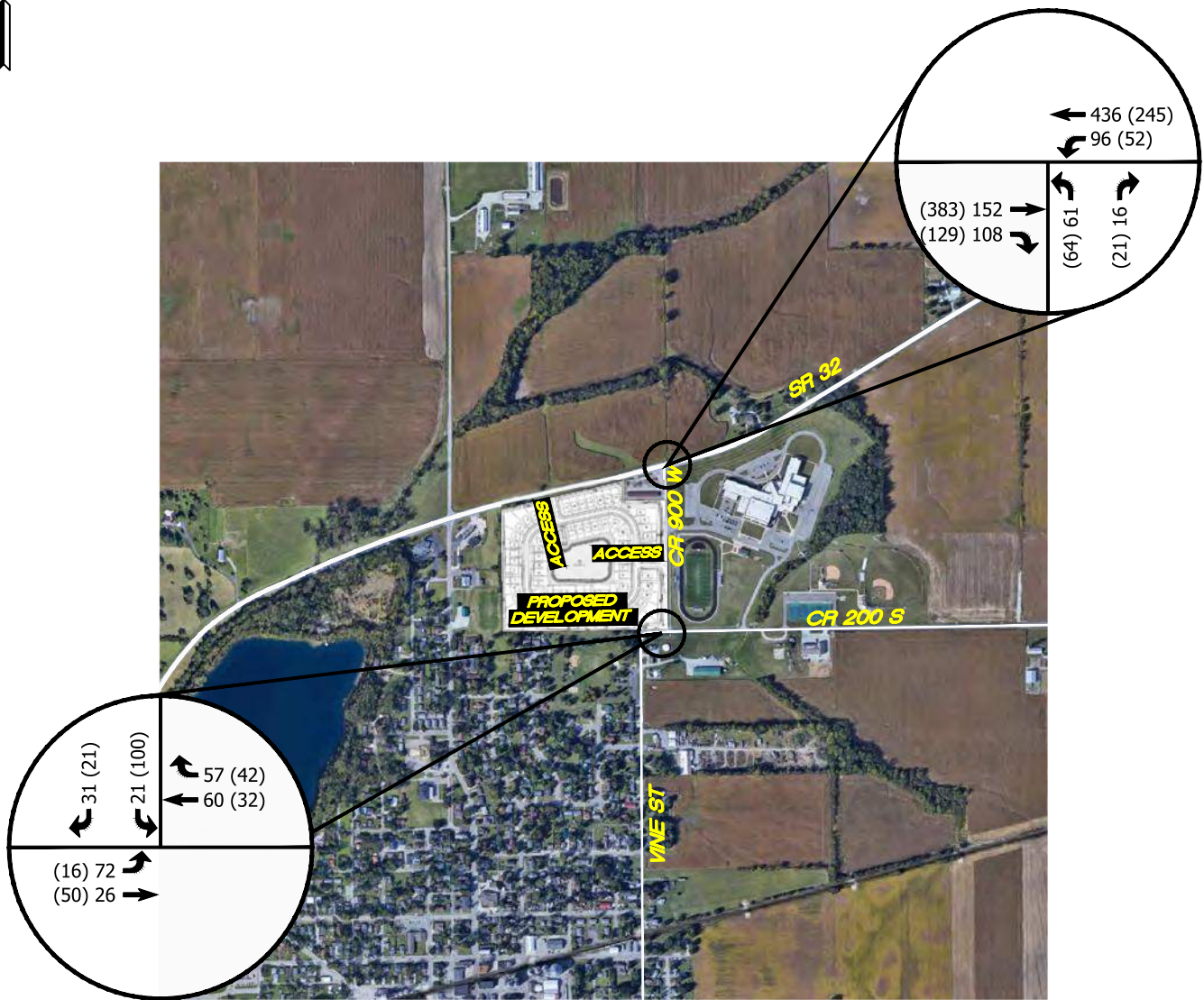


FIGURE 3
EXISTING
TRAFFIC VOLUMES

TRAFFIC IMPACT STUDY
ARBOR HOMES
LAPEL, INDIANA



LEGEND	
XX	= A.M. PEAK HOUR
(XX)	= P.M. PEAK HOUR
*	= NEGLIGIBLE

FIGURE 4
YEAR 2030 BACKGROUND
TRAFFIC VOLUMES

TRAFFIC IMPACT STUDY
ARBOR HOMES
LAPEL, INDIANA

PASS-BY & INTERNAL TRIPS

Pass-by trips are trips that are already in the existing traffic stream along the adjacent public roadway system that enter a site, utilize the site, and then return to the existing traffic stream. Residential developments don't typically generate a significant number of pass-by trips. Therefore, pass-by trips were not considered in this study.

An internal trip results when a trip is made between two or more land uses without traversing the external public roadway system. The proposed development is a single land use. Therefore, internal trips were not considered in this study.

ASSIGNMENT AND DISTRIBUTION OF GENERATED TRIPS

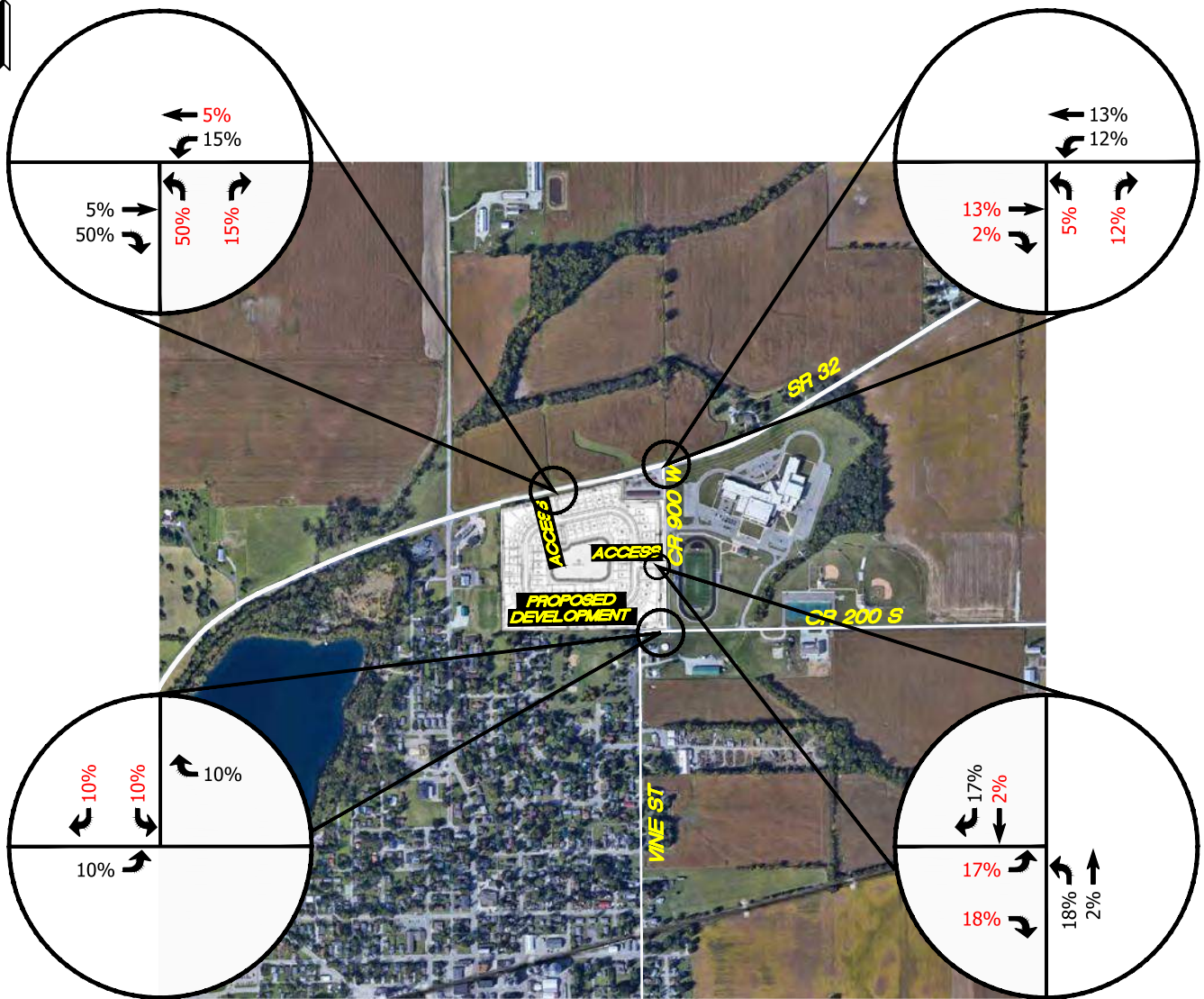
The study methodology used to determine the traffic volumes from the site that will be added to the street system is defined as follows:

1. The volume of traffic that will enter and exit the proposed development must be assigned to the access points and to the public street system. Using the traffic volume data collected for this analysis, traffic to and from the site has been assigned to the proposed driveways and to the public street system that will be serving the site.
2. To determine the volumes of traffic that will be added to the public roadway system, the generated traffic must be distributed by direction to the public roadways at their intersection with the driveways. For the proposed development, the trip distribution was based on the location of the development, the existing traffic patterns, and the assignment of generated traffic.

Figure 5 illustrates the assignment and distribution of generated traffic volumes for the proposed development.

GENERATED TRIPS ADDED TO THE STREET SYSTEM

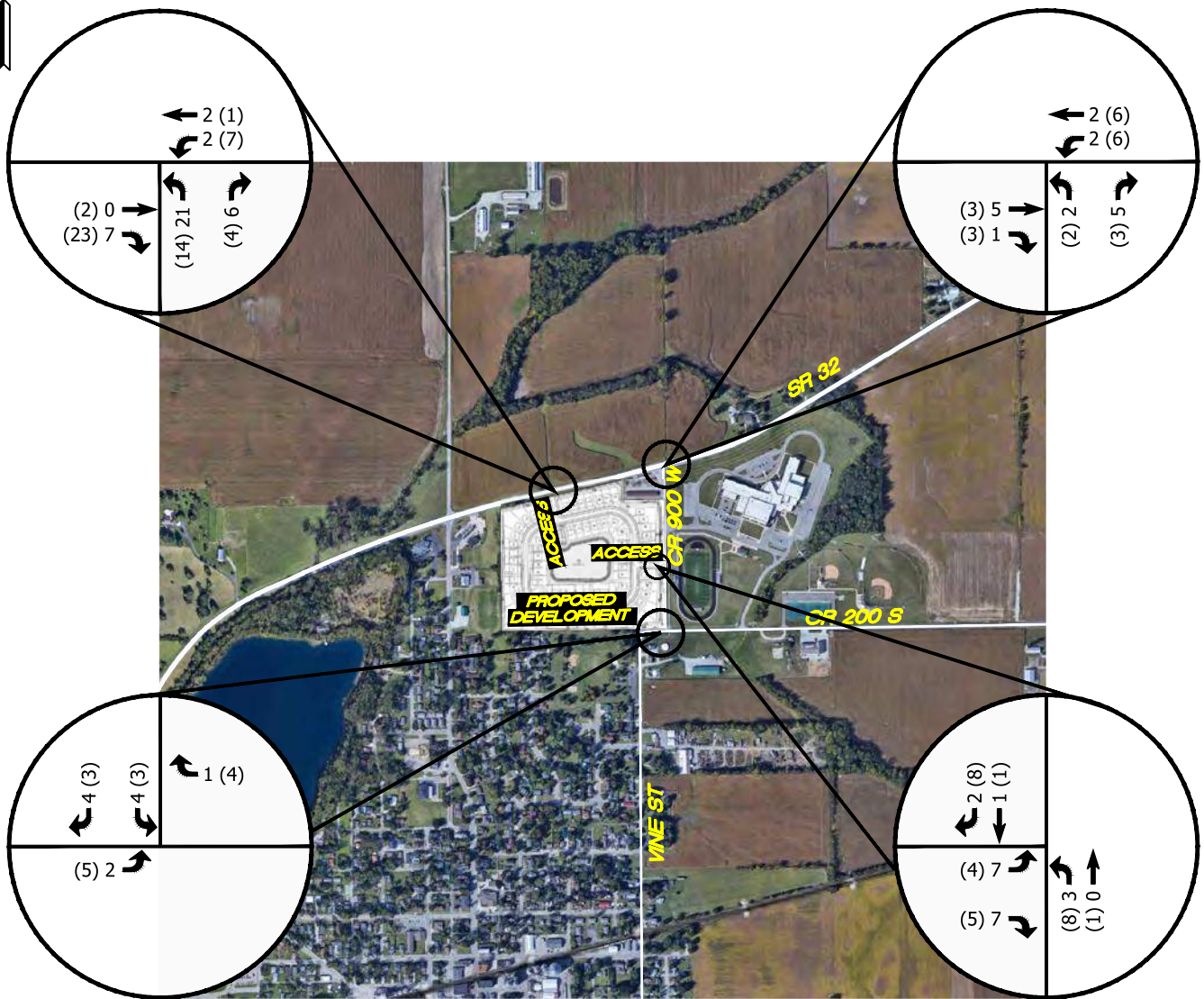
The generated traffic volumes that can be expected from the proposed development have been assigned to each of the study intersections. These volumes were determined based on the previously discussed trip generation data, assignment and distribution of generated traffic. The peak hour generated traffic volumes from the proposed development are shown in **Figure 6**. **Figure 7** shows the sum of the year 2030 background traffic volumes and generated traffic volumes from the proposed development.



LEGEND
XX = INBOUND TRAFFIC
XX = OUTBOUND TRAFFIC
* = NEGLIGIBLE

FIGURE 5
ASSIGNMENT & DISTRIBUTION
OF GENERATED
TRAFFIC VOLUMES FROM
PROPOSED DEVELOPMENT

TRAFFIC IMPACT STUDY
ARBOR HOMES
LAPEL, INDIANA



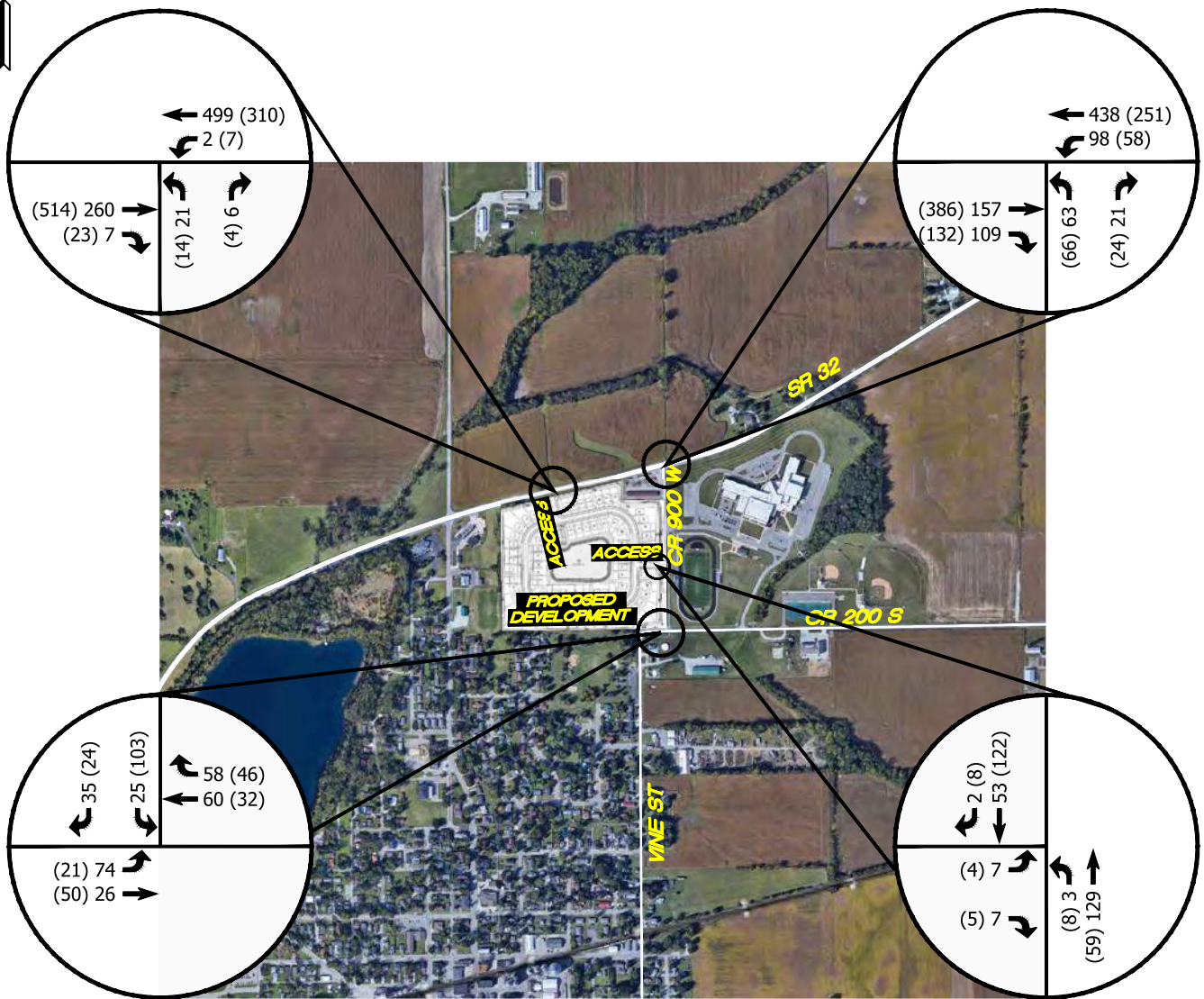
LEGEND

XX = A.M. PEAK HOUR
(XX) = P.M. PEAK HOUR
* = NEGLIGIBLE

FIGURE 6

**TOTAL GENERATED TRAFFIC
VOLUMES FROM PROPOSED
DEVELOPMENT**

**TRAFFIC IMPACT STUDY
ARBOR HOMES
LAPEL, INDIANA**



LEGEND

XX = A.M. PEAK HOUR
(XX) = P.M. PEAK HOUR
* = NEGLIGIBLE

FIGURE 7
SUM OF YEAR 2030 BACKGROUND
TRAFFIC VOLUMES & TOTAL
GENERATED TRAFFIC VOLUMES
FROM PROPOSED DEVELOPMENT

TRAFFIC IMPACT STUDY
ARBOR HOMES
LAPEL, INDIANA

TURN LANE ANALYSIS

The year 2030 background traffic volumes were combined with the generated traffic volumes from the proposed development to determine if turn lanes would be required along SR 32 and CR 900 W at the proposed access drive locations. This analysis was done in accordance with the INDOT *Driveway Permit Guide*². The results are summarized in the following table.

TABLE 3 –TURN LANE WARRANT ANALYSIS SUMMARY

LOCATION	SCENARIO	RIGHT- TURN LANE	LEFT-TURN LANE
SR 32 & Proposed Access Drive	Total Year 2030 Traffic Volumes + Generated Traffic Volumes	X	X
CR 900 W & Proposed Access Drive	Total Year 2030 Traffic Volumes + Generated Traffic Volumes	X	X

✓=Turn Lane warranted; X=Turn Lane not warranted

It should be noted that where turn lanes are not shown to be warranted, turn treatments could be required by the INDOT and/or the Town of Lapel based on local standards. The graphs that show the turn lane warrant criteria are shown in the **Appendix**.

TRAFFIC SIGNAL WARRANT ANALYSIS

Traffic signal warrant analyses have been conducted in order to determine if a traffic signal might be warranted at the intersection of SR 32 & CR 900 W based on the existing, year 2030 background and year 2030 background + proposed development traffic volume scenarios. Warrant 1 (8-Hour Vehicular Volume), Warrant 2 (4-Hour Vehicular Volume) and Warrant 3 (Peak Hour Vehicular Volume) were conducted per the procedures outlined in the *Indiana Manual on Uniform Traffic Control Devices for Streets and Highways (IMUTCD)*.

Table 4 shows the volume summary for the existing and year 2030 background traffic volumes, used for the Scenario 1 + Scenario 2 traffic signal warrant analyses.

² INDOT *Driveway Permit Guide, Version 1.4*, Indiana Department of Transportation, April 2024

TABLE 4 – TRAFFIC VOLUME SUMMARY: SR 32 & CR 900 W

HOUR	EXISTING				YEAR 2030 BACKGROUND			
	APPROACH				APPROACH			
	NB	EB	WB	EB+WB	NB	EB	WB	EB+WB
12-1 AM	1	18	15	33	1	19	15	34
1-2 AM	4	8	5	13	4	8	5	13
2-3 AM	3	4	8	12	3	4	8	12
3-4 AM	3	12	17	29	3	12	18	30
4-5 AM	10	6	57	63	10	6	59	65
5-6 AM	21	25	177	202	22	26	183	209
6-7 AM	59	61	360	421	61	63	373	436
7-8 AM	67	172	473	645	69	178	490	668
8-9 AM	58	195	362	557	61	203	374	577
9-10 AM	48	138	180	318	50	143	186	329
10-11 AM	25	145	148	293	26	151	153	304
11-12 PM	27	153	141	294	28	158	146	304
12-1 PM	28	185	156	341	29	192	161	353
1-2 PM	32	185	150	335	33	191	155	346
2-3 PM	30	279	151	430	31	289	156	445
3-4 PM	100	407	228	635	104	421	236	657
4-5 PM	45	435	254	689	47	450	263	713
5-6 PM	72	432	286	718	75	447	296	743
6-7 PM	44	308	240	548	45	318	248	566
7-8 PM	72	259	101	360	75	268	104	372
8-9 PM	116	195	90	285	121	202	93	295
9-10 PM	18	139	67	206	18	143	69	212
10-11 PM	4	59	14	73	4	61	14	75
11-12 AM	7	26	14	40	7	27	14	41

The traffic volumes shown above include an assumed reduction for right-turn on red traffic of 50%.

HOURLY DISTRIBUTION OF TRIPS

For scenario 3, the 24-hour generated traffic volumes from the proposed development (shown in **Table 2**) were distributed by hour based on the distribution percentages in the time-of-day data outlined in the Trip Generation Manual Appendices. The following table summarizes the resulting 24-hour hourly distribution of trips for the proposed development.

TABLE 5 – HOURLY DISTRIBUTION OF TRIPS FOR PROPOSED DEVELOPMENT

HOUR	DISTRIBUTION OF TRIPS BY HOUR		
	TOTAL	ENTERING	EXITING
12-1 AM	3	2	1
1-2 AM	1	1	0
2-3 AM	1	1	0
3-4 AM	2	1	1
4-5 AM	4	1	3
5-6 AM	9	2	7
6-7 AM	28	6	22
7-8 AM	48	11	37
8-9 AM	46	14	32
9-10 AM	34	12	22
10-11 AM	37	16	21
11-12 PM	39	20	19
12-1 PM	42	21	21
1-2 PM	45	23	22
2-3 PM	50	27	23
3-4 PM	55	32	23
4-5 PM	67	39	28
5-6 PM	64	37	27
6-7 PM	54	32	22
7-8 PM	39	23	16
8-9 PM	34	23	11
9-10 PM	25	16	9
10-11 PM	12	8	4
11-12 AM	7	5	2

HOURLY GENERATED TRIPS FROM ASSIGNMENT & DISTRIBUTION

The hourly trips in **Table 5** were multiplied by the assignment & distribution percentages (shown in **Figure 5**) at SR 32 & CR 900 W to generate the hourly trips along each approach at the intersection. The following table summarizes the resulting 24-hour hourly generated trips at the intersection.

TABLE 6 – PROPOSED DEVELOPMENT GENERATED TRIPS – SR 32 & CR 900 W

HOUR	HOURLY GENERATED TRIPS			
	APPROACH			
	NB	EB	WB	EB+WB
12-1 AM	0	0	0	0
1-2 AM	0	0	0	0
2-3 AM	0	0	0	0
3-4 AM	0	0	0	0
4-5 AM	0	0	0	0
5-6 AM	1	1	0	1
6-7 AM	5	4	2	6
7-8 AM	7	7	2	9
8-9 AM	6	6	4	10
9-10 AM	5	4	3	7
10-11 AM	3	4	4	8
11-12 PM	3	3	5	8
12-1 PM	4	4	6	10
1-2 PM	5	5	6	11
2-3 PM	5	5	6	11
3-4 PM	5	5	8	13
4-5 PM	5	7	10	17
5-6 PM	5	7	9	16
6-7 PM	5	5	8	13
7-8 PM	3	3	6	9
8-9 PM	2	2	6	8
9-10 PM	2	2	4	6
10-11 PM	0	0	2	2
11-12 AM	0	0	2	2

TRAFFIC VOLUME SUMMARY

The proposed development trips shown in **Table 6** were added to the year 2030 background 24-hour traffic volumes (Table 4) to yield the volumes evaluated for the traffic signal warrant for scenario 3. These volumes are summarized in **Table 7**.

TABLE 7 – TRAFFIC VOLUME SUMMARY: SR 32 & CR 900 W

HOUR	YEAR 2030 BACKGROUND + PROPOSED			
	APPROACH			
	NB	EB	WB	EB+WB
12-1 AM	1	19	15	34
1-2 AM	4	8	5	13
2-3 AM	3	4	8	12
3-4 AM	3	12	18	30
4-5 AM	10	6	59	65
5-6 AM	22	27	183	210
6-7 AM	65	67	375	442
7-8 AM	73	184	492	676
8-9 AM	65	208	378	586
9-10 AM	53	146	189	335
10-11 AM	28	154	157	311
11-12 PM	30	161	151	312
12-1 PM	31	195	167	362
1-2 PM	37	195	161	356
2-3 PM	35	293	162	455
3-4 PM	107	425	244	669
4-5 PM	50	456	273	729
5-6 PM	78	452	305	757
6-7 PM	48	322	256	578
7-8 PM	77	270	110	380
8-9 PM	122	203	99	302
9-10 PM	19	145	73	218
10-11 PM	4	61	16	77
11-12 AM	7	27	16	43

The traffic volumes shown above include an assumed reduction for right-turn on red traffic of 50%.

WARRANT ANALYSIS: TRAFFIC SIGNAL CRITERIA

The following criteria from the *Indiana Manual on Uniform Traffic Control Devices for Streets and Highways* were used for the warrant analysis:

Warrant 1: Condition A – Minimum Vehicular Volume

Warrant 1: Condition B – Interruption of Continuous Traffic

Warrant 1: Condition C – Combination of Condition A and Condition B

Warrant 2: Four-Hour Vehicular Volume

Warrant 3: Peak-Hour Vehicular Volume

According to the *Indiana MUTCD*, the volumes needed for these criteria along the major road are the sum of both approaches while the volumes needed along the minor road is the approach with the highest volume for each hour. For this analysis, SR 32 is the major roadway, and CR 900 W is the minor road. The following is a stepwise breakdown of Warrants 1, 2 and 3 for this intersection.

SR 32 & CR 900 W

School Crossing	<u>No</u>
Existing Signal	<u>No</u>
Isolated Community under 10,000	<u>Yes</u>
Speed on Major Street	<u>45 mph</u>
40 MPH Speed Exceeded Criteria Applicable	<u>Yes</u>

SR 32: Major Street 1 Lane Approach

CR 900 W: Minor Street 1 Lane Approach

WARRANT 1: EIGHT-HOUR VEHICULAR VOLUME
CONDITION A - MINIMUM VEHICULAR VOLUME

	Required Volume	Existing Hours Met	2030 Background Hours Met	2030 Background + Proposed Hours Met
SR 32	350	9	10	11
CR 900 W	105	1	1	2
Hours in Common		0	0	1

Requirement: At least eight (8) hours in common.

Condition A is not met for any scenario.

CONDITION B - INTERRUPTION OF CONTINUOUS TRAFFIC

	Required Volume	Existing Hours Met	2030 Background Hours Met	2030 Background + Proposed Hours Met
SR 32	525	6	6	6
CR 900 W	53	7	7	7
Hours in Common		4	4	4

Requirement: At least eight (8) hours in common.

Condition B is not met for any scenario.

CONDITION C – COMBINATION OF CONDITION A AND B

<u>Condition A</u>	Required Volume	Existing Hours Met	2030 Background Hours Met	2030 Background + Proposed Hours Met
SR 32	280	15	15	15
CR 900 W	84	2	2	2
Hours in Common		2	2	2
<u>Condition B</u>	Required Volume	Existing Hours Met	2030 Background Hours Met	Background + Proposed Hours Met
SR 32	420	8	8	8
CR 900 W	42	10	10	10
Hours in Common		7	7	7

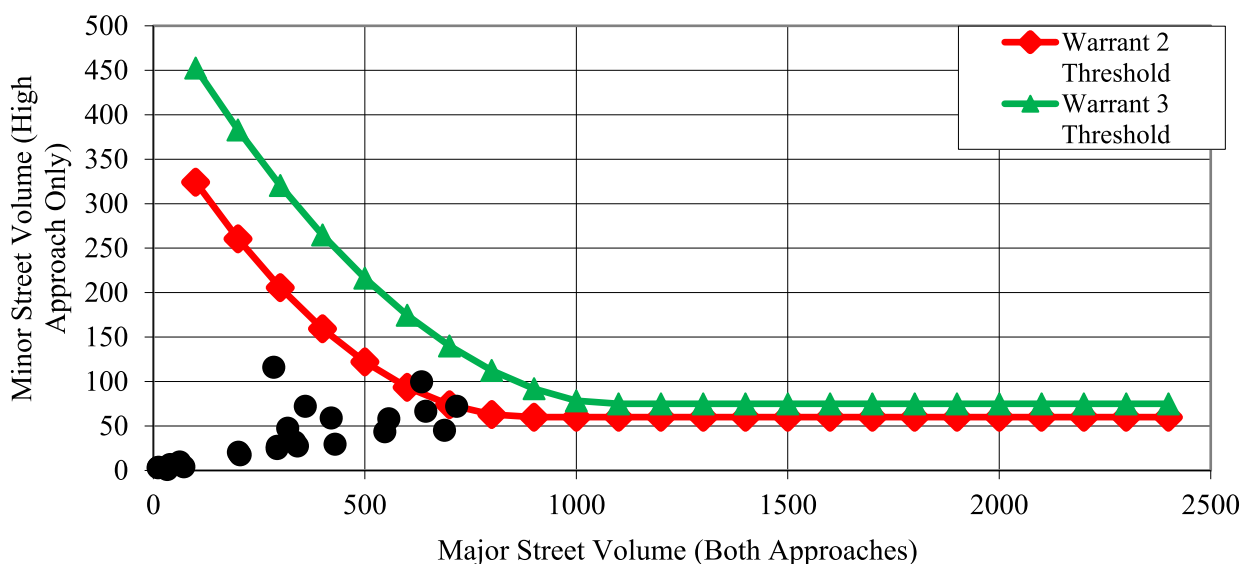
Requirement: Eight (8) hours in common for both Condition A and Condition B.

Condition C is not met for any scenario.

WARRANT 2: FOUR-HOUR VEHICULAR VOLUME – EXISTING TRAFFIC VOLUMES

USE FIGURE: 4C-2

USE CURVE: MAJOR-1, MINOR-1



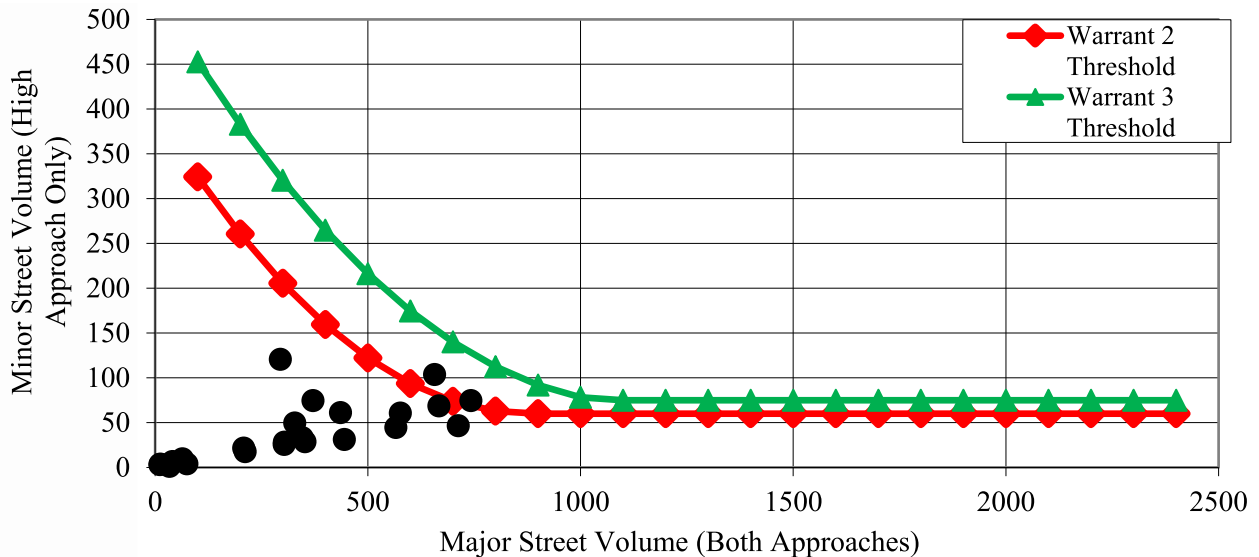
Requirement: Four (4) hours fall above the Warrant 2 Threshold.

Warrant 2 is not met.

WARRANT 2: FOUR-HOUR VEHICULAR VOLUME –YEAR 2030 BACKGROUND TRAFFIC VOLUMES

USE FIGURE: 4C-2

USE CURVE: MAJOR-1, MINOR-1



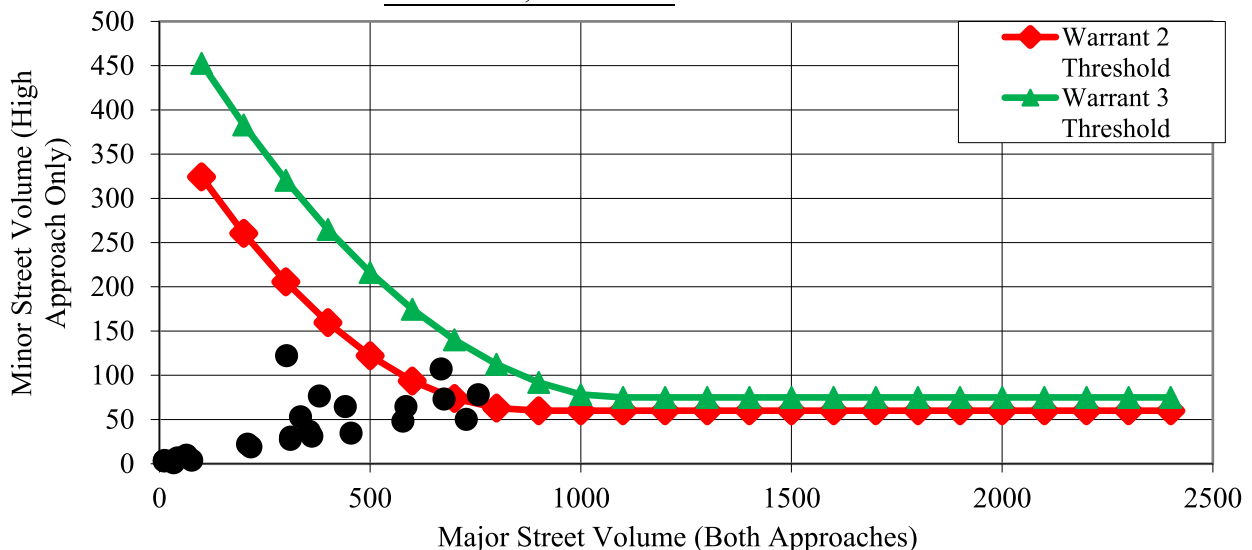
Requirement: Four (4) hours fall above the Warrant 2 Threshold.

Warrant 2 is not met.

WARRANT 2: FOUR-HOUR VEHICULAR VOLUME – YEAR 2030 BACKGROUND + PROPOSED TRAFFIC VOLUMES

USE FIGURE: 4C-2

USE CURVE: MAJOR-1, MINOR-1



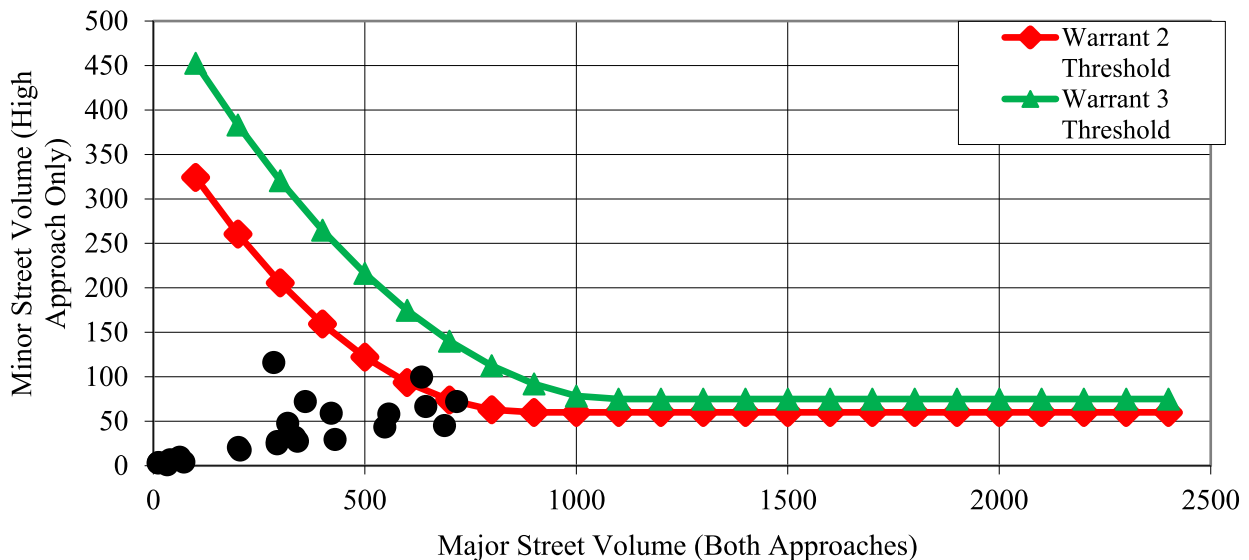
Requirement: Four (4) hours fall above the Warrant 2 Threshold.

Warrant 2 is not met.

WARRANT 3: PEAK-HOUR VEHICULAR VOLUME – EXISTING TRAFFIC VOLUMES

USE FIGURE: 4C-4

USE CURVE: MAJOR-1, MINOR-1



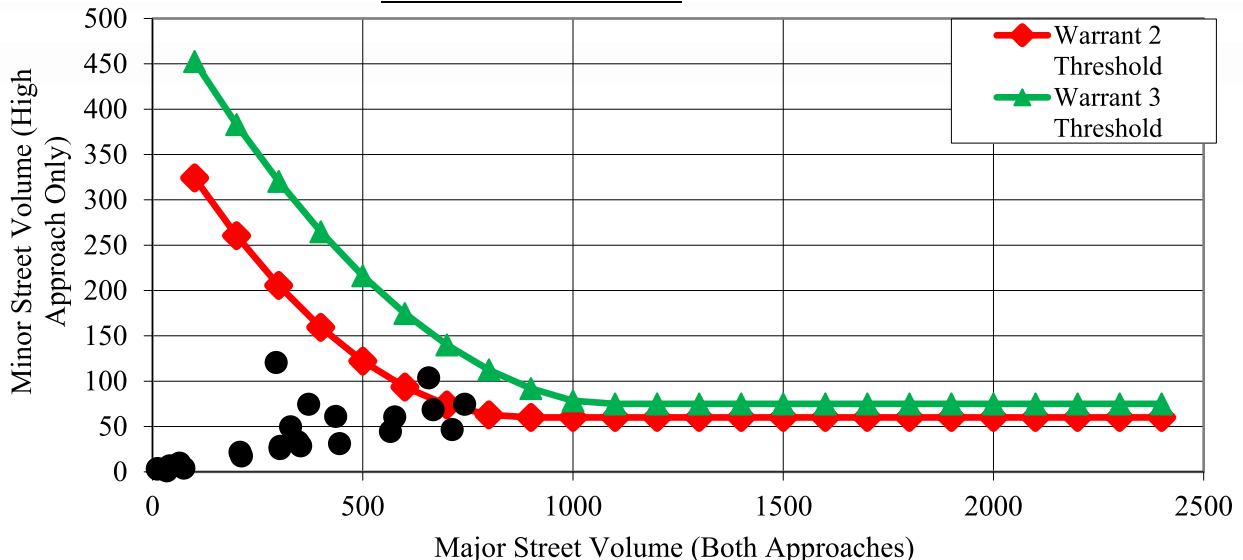
Requirement: One (1) hour falls above the Warrant 3 Threshold.

Warrant 3 is not met.

WARRANT 3: PEAK-HOUR VEHICULAR VOLUME – BACKGROUND TRAFFIC VOLUMES

USE FIGURE: 4C-4

USE CURVE: MAJOR-1, MINOR-1



Requirement: One (1) hour falls above the Warrant 3 Threshold.

Warrant 3 is not met.

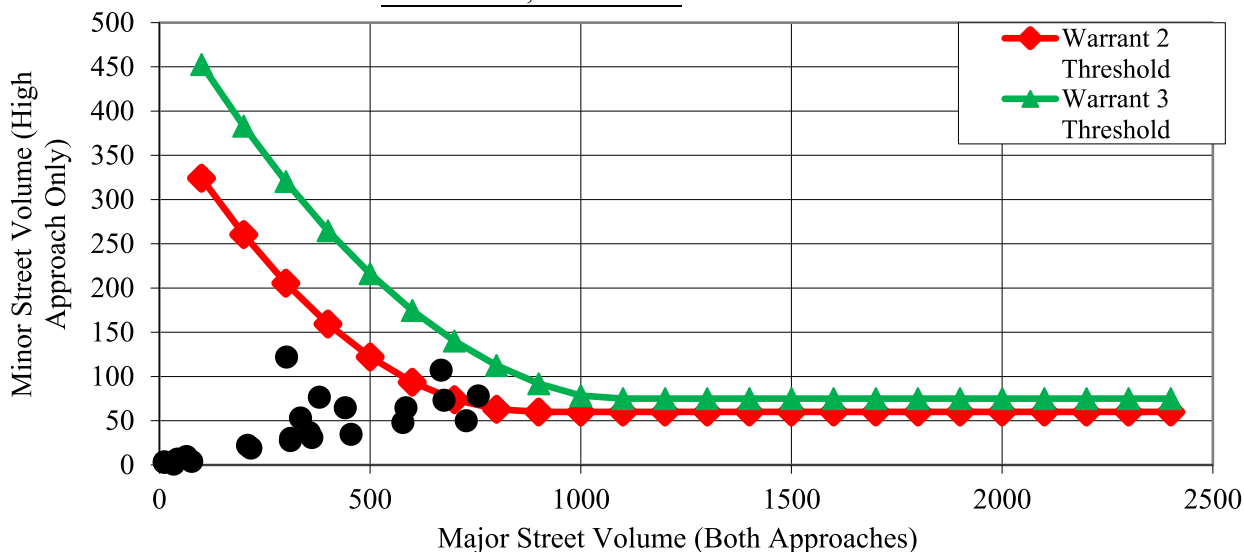
WARRANT 3: PEAK-HOUR VEHICULAR VOLUME – BACKGROUND + PROPOSED TRAFFIC VOLUMES

USE FIGURE:

4C-4

USE CURVE:

MAJOR-1, MINOR-1



Requirement: One (1) hour falls above the Warrant 3 Threshold.

Warrant 3 is not met.

CAPACITY ANALYSIS

The "efficiency" of an intersection is based on its ability to accommodate the traffic volumes that approach the intersection. It is defined by the Level-of-Service (LOS) of the intersection. The LOS is determined by a series of calculations commonly called a "capacity analysis". Input data into a capacity analysis includes traffic volumes, intersection geometry, and number and use of lanes. To determine the LOS at each of the study intersections, a capacity analysis has been made using the recognized computer program *Synchro/Sim Traffic*³. This program allows intersections to be analyzed and optimized using the capacity calculation methods outlined within the *Highway Capacity Manual (HCM 7th Edition)*⁴. The following list shows the delays related to the levels of service for unsignalized intersections:

³ *Synchro/Sim Traffic 12*, Cubic Transportation Systems, 2023.

⁴ *Highway Capacity Manual (HCM), 7th Edition* Transportation Research Board, The National Academies of Sciences, Washington, DC, 2022.

Level of Service

A
B
C
D
E
F

Control Delay (seconds/vehicle)

UNSIGNALIZED

Less than or equal to 10
Between 10.1 and 15
Between 15.1 and 25
Between 25.1 and 35
Between 35.1 and 50
greater than 50

CAPACITY ANALYSIS SCENARIOS

To evaluate the proposed development's effect on the public street system, a series of traffic volume scenarios were analyzed to determine the adequacy of the existing roadway network. From this analysis, necessary recommendations can be made to improve the public street system so it will accommodate future traffic volumes. An analysis has been made for the peak hours at each of the study intersections for the following traffic volume scenarios:

Scenario 1: Existing Traffic Volumes – Based on existing peak hour volumes. **Figure 3** is a summary of these traffic volumes.

Scenario 2: Year 2030 Background Traffic Volumes – Based on applying a 0.7% per year compounded annual growth rate to the existing traffic. **Figure 4** is a summary of these traffic volumes.

Scenario 3: Year 2030 Proposed Development Traffic Volumes – Based on the sum of year 2030 background traffic volumes and generated traffic volumes from the proposed development. **Figure 7** is a summary of these traffic volumes.

The following tables summarize the level of service results at each study intersection. The *Synchro* (HCM 7th Edition) intersection reports illustrating the capacity analysis results are included in the **Appendix**.

TABLE 8 – LEVEL OF SERVICE SUMMARY: SR 32 & CR 900 W

APPROACH	AM PEAK			PM PEAK		
	Scenarios			Scenarios		
	1	2	3	1	2	3
Northbound Approach	C	C	C	C	C	C
Westbound Left-Turn	A	A	A	A	A	A

TABLE 9 – LEVEL OF SERVICE SUMMARY: CR 900 W & CR 200 S

APPROACH	AM PEAK			PM PEAK		
	Scenarios			Scenarios		
	1	2	3	1	2	3
Southbound Approach	A	A	A	A	A	A
Eastbound Approach	A	A	A	A	A	A
Westbound Approach	A	A	A	A	A	A
Intersection	A	A	A	A	A	A

TABLE 10 – LEVEL OF SERVICE SUMMARY: SR 32 & PROPOSED ACCESS DRIVE

APPROACH	AM PEAK	PM PEAK
	Scenario 3	Scenario 3
Northbound Approach	C	C
Westbound Left-Turn	A	A

Analysis considers construction of the Northbound access drive with one inbound and one outbound lane that will stop for SR 32.

TABLE 11 – LEVEL OF SERVICE SUMMARY: CR 900 W & PROPOSED ACCESS DRIVE

APPROACH	AM PEAK	PM PEAK
	Scenario 3	Scenario 3
Northbound Left-Turn	A	A
Eastbound Approach	A	A

Analysis considers construction of the eastbound access drive with one inbound and one outbound lane that will stop for CR 900 W.

CONCLUSIONS & RECOMMENDATIONS

The conclusions that follow are based on existing traffic volume data, trip generation, assignment and distribution of generated traffic, and the capacity analyses/level of service results. Based on the analysis and the resulting conclusions of this study, the following recommendations are formulated to ensure that the roadway system will accommodate the increased traffic volumes from the proposed development.

SR 32 & CR 900 W

Capacity analyses for all traffic volume scenarios have shown that all approaches at this intersection currently operate and will continue to operate at acceptable levels of service during the AM and PM peak hours with existing intersection conditions. Therefore, no improvements are recommended at this intersection.

CR 900 W & CR 200 S

Capacity analyses for all traffic volume scenarios have shown that this intersection currently operates and will continue to operate at acceptable levels of service during the AM and PM peak hours with existing intersection conditions. Therefore, no improvements are recommended at this intersection.

SR 32 & PROPOSED ACCESS DRIVE

Capacity analyses have shown that all approaches at this intersection will operate at acceptable levels of service during the AM and PM peak hours with the following recommended conditions:

- Construction of the full-access drive with one inbound lane and at least one outbound lane.
- The intersection stop controlled with the access drive stopping for SR 32.

CR 900 W & PROPOSED ACCESS DRIVE

Capacity analyses have shown that all approaches at this intersection will operate at acceptable levels of service during the AM and PM peak hours with the following recommended conditions:

- Construction of the full-access drive with one inbound lane and at least one outbound lane.
- The intersection stop controlled with the access drive stopping for CR 900 W.

APPENDIX



***8365 Keystone Crossing Boulevard, Suite 201
Indianapolis, IN 46240
Phone: (317) 202-0864 Fax: (317) 202-0908***

SR 32 & CR 900 W

***TRAFFIC VOLUME COUNTS
24-HOUR VOLUME COUNTS
CAPACITY ANALYSIS
SIGNAL WARRANTS***

SR 32 & CR 900 W - TMC

Wed May 7, 2025

Full Length (12 AM-12 AM (+1))

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1300797, Location: 40.077961, -85.843389



Provided by: A&F Engineering
8365 Keystone Crossing, Suite 201, Indianapolis, IN, 46240, US

Leg Direction	South Northbound				West Eastbound				East Westbound				
Time	L	R	U	App	T	R	U	App	L	T	U	App	Int
2025-05-07 12:00AM	0	0	0	0	3	2	0	5	0	3	0	3	8
12:15AM	1	0	0	1	9	0	0	9	0	5	0	5	15
12:30AM	0	0	0	0	2	1	0	3	0	3	0	3	6
12:45AM	0	0	0	0	2	1	0	3	1	3	0	4	7
Hourly Total	1	0	0	1	16	4	0	20	1	14	0	15	36
1:00AM	0	1	0	1	4	0	0	4	3	1	2	6	11
1:15AM	1	0	0	1	1	0	0	1	0	0	0	0	2
1:30AM	0	0	0	0	0	0	0	0	0	1	0	1	1
1:45AM	2	0	0	2	2	1	0	3	0	0	0	0	5
Hourly Total	3	1	0	4	7	1	0	8	3	2	2	7	19
2:00AM	1	0	0	1	0	0	0	0	0	0	0	0	1
2:15AM	0	0	0	0	2	1	0	3	1	2	0	3	6
2:30AM	1	0	0	1	0	0	0	0	0	2	0	2	3
2:45AM	1	0	0	1	1	0	0	1	2	1	0	3	5
Hourly Total	3	0	0	3	3	1	0	4	3	5	0	8	15
3:00AM	1	0	0	1	2	0	0	2	1	3	0	4	7
3:15AM	0	0	0	0	5	0	0	5	0	3	0	3	8
3:30AM	1	0	0	1	2	0	0	2	0	2	0	2	5
3:45AM	1	0	0	1	3	0	0	3	0	8	0	8	12
Hourly Total	3	0	0	3	12	0	0	12	1	16	0	17	32
4:00AM	1	1	0	2	0	1	0	1	0	4	0	4	7
4:15AM	3	0	0	3	1	1	0	2	1	15	0	16	21
4:30AM	4	0	0	4	2	0	0	2	1	20	0	21	27
4:45AM	1	0	0	1	1	1	0	2	0	16	0	16	19
Hourly Total	9	1	0	10	4	3	0	7	2	55	0	57	74
5:00AM	2	0	0	2	3	2	0	5	0	30	0	30	37
5:15AM	5	0	0	5	7	2	0	9	1	37	0	38	52
5:30AM	4	0	0	4	5	1	0	6	0	54	0	54	64
5:45AM	9	1	0	10	5	4	0	9	0	55	0	55	74
Hourly Total	20	1	0	21	20	9	0	29	1	176	0	177	227
6:00AM	7	0	0	7	6	2	0	8	0	71	0	71	86
6:15AM	12	2	0	14	12	1	0	13	3	87	0	90	117
6:30AM	20	1	0	21	20	4	0	24	1	105	0	106	151
6:45AM	18	1	0	19	17	5	0	22	3	90	0	93	134
Hourly Total	57	4	0	61	55	12	0	67	7	353	0	360	488
7:00AM	20	3	0	23	28	15	0	43	2	94	0	96	162
7:15AM	11	1	0	12	45	12	0	57	7	123	0	130	199
7:30AM	13	2	0	15	30	17	0	47	19	103	0	122	184
7:45AM	17	5	0	22	36	21	0	57	28	97	0	125	204
Hourly Total	61	11	0	72	139	65	0	204	56	417	0	473	749
8:00AM	18	7	0	25	36	54	0	90	39	98	0	137	252
8:15AM	12	10	0	22	38	5	0	43	16	76	0	92	157
8:30AM	12	2	0	14	50	4	0	54	7	58	0	65	133
8:45AM	5	3	0	8	35	9	0	44	6	62	0	68	120
Hourly Total	47	22	0	69	159	72	0	231	68	294	0	362	662
9:00AM	8	0	0	8	32	7	0	39	3	34	0	37	84
9:15AM	15	4	0	19	37	3	0	40	2	48	0	50	109
9:30AM	11	3	0	14	30	9	0	39	4	41	0	45	98
9:45AM	9	2	0	11	27	5	0	32	4	44	0	48	91
Hourly Total	43	9	0	52	126	24	0	150	13	167	0	180	382
10:00AM	10	4	0	14	37	3	0	40	2	38	0	40	94
10:15AM	5	4	0	9	32	7	0	39	1	34	0	35	83
10:30AM	2	0	0	2	35	6	0	41	1	36	0	37	80
10:45AM	3	1	0	4	31	4	0	35	3	33	0	36	75

Leg Direction	South Northbound				West Eastbound				East Westbound				
Time	L	R	U	App	T	R	U	App	L	T	U	App	Int
Hourly Total	20	9	0	29	135	20	0	155	7	141	0	148	332
11:00AM	4	0	0	4	36	8	0	44	0	30	0	30	78
11:15AM	3	5	0	8	32	8	0	40	1	43	0	44	92
11:30AM	6	7	0	13	33	9	0	42	2	34	0	36	91
11:45AM	8	0	0	8	35	8	0	43	5	26	0	31	82
Hourly Total	21	12	0	33	136	33	0	169	8	133	0	141	343
12:00PM	4	3	0	7	31	11	0	42	0	31	0	31	80
12:15PM	6	2	0	8	49	7	0	56	2	47	0	49	113
12:30PM	5	1	0	6	49	4	0	53	2	40	0	42	101
12:45PM	9	1	0	10	43	4	0	47	0	34	0	34	91
Hourly Total	24	7	0	31	172	26	0	198	4	152	0	156	385
1:00PM	2	0	0	2	37	5	0	42	1	34	0	35	79
1:15PM	10	2	0	12	51	12	0	63	1	42	0	43	118
1:30PM	6	5	0	11	44	7	0	51	0	39	0	39	101
1:45PM	9	3	0	12	36	9	0	45	2	31	0	33	90
Hourly Total	27	10	0	37	168	33	0	201	4	146	0	150	388
2:00PM	2	3	0	5	56	10	0	66	2	33	0	35	106
2:15PM	6	4	0	10	67	8	0	75	0	32	0	32	117
2:30PM	10	6	0	16	70	20	0	90	1	38	0	39	145
2:45PM	3	4	0	7	57	20	0	77	2	43	0	45	129
Hourly Total	21	17	0	38	250	58	0	308	5	146	0	151	497
3:00PM	4	1	0	5	82	34	0	116	9	50	0	59	180
3:15PM	41	44	0	85	93	26	0	119	9	44	0	53	257
3:30PM	18	8	0	26	85	22	0	107	5	50	0	55	188
3:45PM	9	2	0	11	101	9	0	110	3	58	0	61	182
Hourly Total	72	55	0	127	361	91	0	452	26	202	0	228	807
4:00PM	9	10	0	19	104	14	0	118	3	54	0	57	194
4:15PM	5	4	0	9	91	19	0	110	4	76	0	80	199
4:30PM	10	6	0	16	94	18	0	112	1	61	0	62	190
4:45PM	10	2	0	12	107	26	0	133	5	50	0	55	200
Hourly Total	34	22	0	56	396	77	0	473	13	241	0	254	783
5:00PM	25	5	0	30	102	36	0	138	2	57	0	59	227
5:15PM	10	3	0	13	93	32	0	125	8	71	0	79	217
5:30PM	9	6	0	15	96	24	0	120	17	49	0	66	201
5:45PM	18	6	0	24	78	33	0	111	23	59	0	82	217
Hourly Total	62	20	0	82	369	125	0	494	50	236	0	286	862
6:00PM	16	8	0	24	70	21	0	91	7	60	0	67	182
6:15PM	11	0	0	11	75	20	0	95	9	48	0	57	163
6:30PM	3	2	0	5	65	26	0	91	29	40	0	69	165
6:45PM	8	1	0	9	52	24	0	76	17	30	0	47	132
Hourly Total	38	11	0	49	262	91	0	353	62	178	0	240	642
7:00PM	14	7	0	21	67	21	0	88	1	21	0	22	131
7:15PM	21	5	0	26	62	13	0	75	2	28	0	30	131
7:30PM	14	5	0	19	54	8	0	62	1	24	0	25	106
7:45PM	12	5	0	17	49	11	0	60	0	24	0	24	101
Hourly Total	61	22	0	83	232	53	0	285	4	97	0	101	469
8:00PM	13	2	0	15	52	5	0	57	0	21	0	21	93
8:15PM	24	28	0	52	56	8	0	64	2	11	0	13	129
8:30PM	30	51	0	81	43	16	0	59	1	19	0	20	160
8:45PM	6	5	0	11	26	7	0	33	3	33	0	36	80
Hourly Total	73	86	0	159	177	36	0	213	6	84	0	90	462
9:00PM	3	2	0	5	45	8	0	53	0	25	0	25	83
9:15PM	3	2	0	5	34	13	0	47	0	18	0	18	70
9:30PM	5	3	0	8	25	7	0	32	0	8	0	8	48
9:45PM	2	2	0	4	19	3	0	22	1	15	0	16	42
Hourly Total	13	9	0	22	123	31	0	154	1	66	0	67	243
10:00PM	1	0	0	1	22	7	0	29	0	2	0	2	32
10:15PM	2	0	0	2	12	5	0	17	0	6	0	6	25
10:30PM	1	0	0	1	3	6	0	9	0	1	0	1	11
10:45PM	0	0	0	0	10	5	0	15	0	5	0	5	20

Leg Direction	South Northbound				West Eastbound				East Westbound				
Time	L	R	U	App	T	R	U	App	L	T	U	App	Int
Hourly Total	4	0	0	4	47	23	0	70	0	14	0	14	88
11:00PM	2	0	0	2	7	0	0	7	0	4	0	4	13
11:15PM	0	0	0	0	9	1	0	10	0	2	0	2	12
11:30PM	2	1	0	3	4	0	0	4	1	2	0	3	10
11:45PM	2	0	0	2	5	1	0	6	0	5	0	5	13
Hourly Total	6	1	0	7	25	2	0	27	1	13	0	14	48
Total	723	330	0	1053	3394	890	0	4284	346	3348	2	3696	9033
% Approach	68.7%	31.3%	0%	-	79.2%	20.8%	0%	-	9.4%	90.6%	0.1%	-	-
% Total	8.0%	3.7%	0%	11.7%	37.6%	9.9%	0%	47.4%	3.8%	37.1%	0%	40.9%	-
Lights and Motorcycles	709	326	0	1035	3276	866	0	4142	338	3217	2	3557	8734
% Lights and Motorcycles	98.1%	98.8%	0%	98.3%	96.5%	97.3%	0%	96.7%	97.7%	96.1%	100%	96.2%	96.7%
Heavy	14	4	0	18	118	24	0	142	8	131	0	139	299
% Heavy	1.9%	1.2%	0%	1.7%	3.5%	2.7%	0%	3.3%	2.3%	3.9%	0%	3.8%	3.3%

* L: Left, R: Right, T: Thru, U: U-Turn

SR 32 & CR 900 W - TMC

Wed May 7, 2025

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1300797, Location: 40.077961, -85.843389



Provided by: A&F Engineering
8365 Keystone Crossing, Suite 201, Indianapolis, IN, 46240, US

Leg Direction	South Northbound				West Eastbound				East Westbound				
Time	L	R	U	App	T	R	U	App	L	T	U	App	Int
2025-05-07 7:15AM	11	1	0	12	45	12	0	57	7	123	0	130	199
7:30AM	13	2	0	15	30	17	0	47	19	103	0	122	184
7:45AM	17	5	0	22	36	21	0	57	28	97	0	125	204
8:00AM	18	7	0	25	36	54	0	90	39	98	0	137	252
Total	59	15	0	74	147	104	0	251	93	421	0	514	839
% Approach	79.7%	20.3%	0%	-	58.6%	41.4%	0%	-	18.1%	81.9%	0%	-	-
% Total	7.0%	1.8%	0%	8.8%	17.5%	12.4%	0%	29.9%	11.1%	50.2%	0%	61.3%	-
PHF	0.819	0.536	-	0.740	0.817	0.481	-	0.697	0.596	0.856	-	0.938	0.832
Lights and Motorcycles	56	15	0	71	141	101	0	242	90	397	0	487	800
% Lights and Motorcycles	94.9%	100%	0%	95.9%	95.9%	97.1%	0%	96.4%	96.8%	94.3%	0%	94.7%	95.4%
Heavy	3	0	0	3	6	3	0	9	3	24	0	27	39
% Heavy	5.1%	0%	0%	4.1%	4.1%	2.9%	0%	3.6%	3.2%	5.7%	0%	5.3%	4.6%

* L: Left, R: Right, T: Thru, U: U-Turn

SR 32 & CR 900 W - TMC

Wed May 7, 2025

PM Peak (5 PM - 6 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1300797, Location: 40.077961, -85.843389



Provided by: A&F Engineering

8365 Keystone Crossing, Suite 201, Indianapolis, IN, 46240, US

Leg Direction	South Northbound				West Eastbound				East Westbound				
Time	L	R	U	App	T	R	U	App	L	T	U	App	Int
2025-05-07 5:00PM	25	5	0	30	102	36	0	138	2	57	0	59	227
5:15PM	10	3	0	13	93	32	0	125	8	71	0	79	217
5:30PM	9	6	0	15	96	24	0	120	17	49	0	66	201
5:45PM	18	6	0	24	78	33	0	111	23	59	0	82	217
Total	62	20	0	82	369	125	0	494	50	236	0	286	862
% Approach	75.6%	24.4%	0%	-	74.7%	25.3%	0%	-	17.5%	82.5%	0%	-	-
% Total	7.2%	2.3%	0%	9.5%	42.8%	14.5%	0%	57.3%	5.8%	27.4%	0%	33.2%	-
PHF	0.620	0.833	-	0.683	0.904	0.868	-	0.895	0.543	0.831	-	0.872	0.949
Lights and Motorcycles	62	20	0	82	363	125	0	488	50	234	0	284	854
% Lights and Motorcycles	100%	100%	0%	100%	98.4%	100%	0%	98.8%	100%	99.2%	0%	99.3%	99.1%
Heavy	0	0	0	0	6	0	0	6	0	2	0	2	8
% Heavy	0%	0%	0%	0%	1.6%	0%	0%	1.2%	0%	0.8%	0%	0.7%	0.9%

* L: Left, R: Right, T: Thru, U: U-Turn

Intersection						
Int Delay, s/veh	2.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↘	
Traffic Vol, veh/h	147	104	93	421	59	15
Future Vol, veh/h	147	104	93	421	59	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	450	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	4	3	3	6	5	0
Mvmt Flow	177	125	112	507	71	18

Major/Minor	Major1	Major2	Minor1			
Conflicting Flow All	0	0	302	0	908	177
Stage 1	-	-	-	-	177	-
Stage 2	-	-	-	-	731	-
Critical Hdwy	-	-	4.13	-	6.45	6.2
Critical Hdwy Stg 1	-	-	-	-	5.45	-
Critical Hdwy Stg 2	-	-	-	-	5.45	-
Follow-up Hdwy	-	-	2.227	-	3.545	3.3
Pot Cap-1 Maneuver	-	-	1253	-	302	871
Stage 1	-	-	-	-	846	-
Stage 2	-	-	-	-	471	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1253	-	264	871
Mov Cap-2 Maneuver	-	-	-	-	264	-
Stage 1	-	-	-	-	846	-
Stage 2	-	-	-	-	412	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	1.48	21.41
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	308	-	-	326	-
HCM Lane V/C Ratio	0.29	-	-	0.089	-
HCM Ctrl Dly (s/v)	21.4	-	-	8.2	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.2	-	-	0.3	-

Intersection						
Int Delay, s/veh	2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	369	125	50	236	62	20
Future Vol, veh/h	369	125	50	236	62	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	450	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	0	0	1	0	0
Mvmt Flow	388	132	53	248	65	21
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	520	0	742	388
Stage 1	-	-	-	-	388	-
Stage 2	-	-	-	-	354	-
Critical Hdwy	-	-	4.1	-	6.4	6.2
Critical Hdwy Stg 1	-	-	-	-	5.4	-
Critical Hdwy Stg 2	-	-	-	-	5.4	-
Follow-up Hdwy	-	-	2.2	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	1056	-	386	664
Stage 1	-	-	-	-	690	-
Stage 2	-	-	-	-	715	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1056	-	364	664
Mov Cap-2 Maneuver	-	-	-	-	364	-
Stage 1	-	-	-	-	690	-
Stage 2	-	-	-	-	674	-
Approach	EB		WB		NB	
HCM Ctrl Dly, s/v	0		1.5		16.15	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	409	-	-	315	-	
HCM Lane V/C Ratio	0.211	-	-	0.05	-	
HCM Ctrl Dly (s/v)	16.1	-	-	8.6	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	0.8	-	-	0.2	-	

Traffic Signal Warrant Analysis

Warrants 1 - 3 (Volume Warrants)

Project Name	Traffic Signal Warrant Analysis, SR 32
Project/File #	25054S
Scenario	Existing

Intersection Information			
Major Street (E/W Road)	SR 32	Minor Street (N/S Road)	CR 900 W
Analyzed with	1 approach lane	Analyzed with	1 Approach Lane
Total Approach Volume	7978 vehicles	Total Approach Volume	1053 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	50 percent applied	Right turn reduction of	50 percent applied

Reduction applied to Volume Warrant thresholds due to high speeds on SR 32 and isolated community.

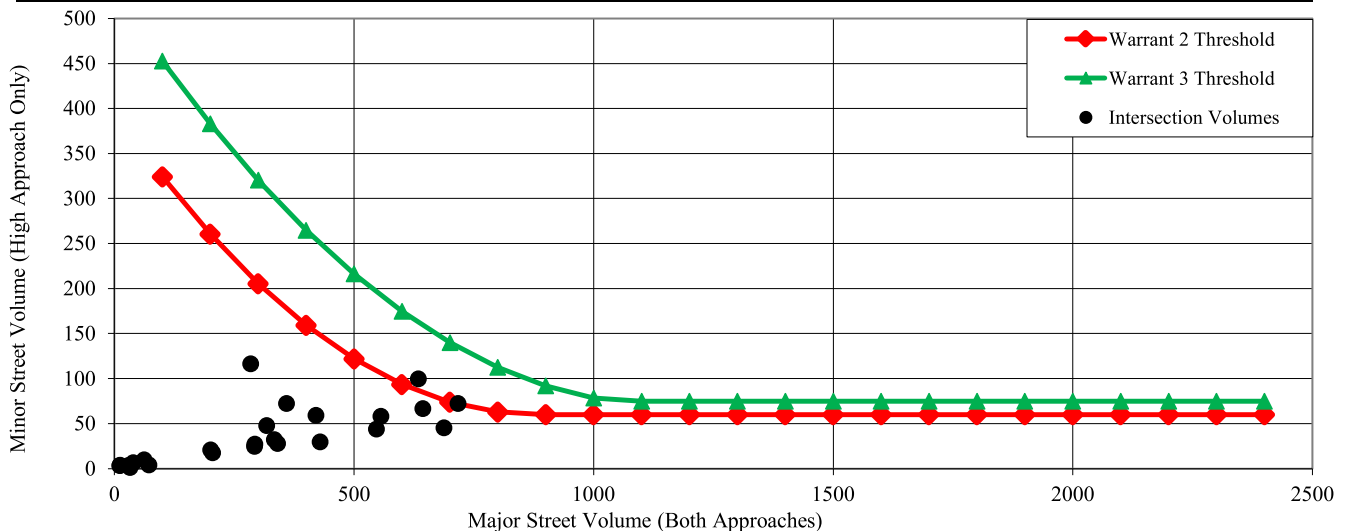
Warrant 1, Eight Hour Vehicular Volume			
	Condition A	Condition B	Condition A+B*
Condition Satisfied?	Not satisfied	Not satisfied	Not satisfied
Required values reached for	0 hours	4 hours	2 (Cond. A) & 7 (Cond. B)
Criteria - Major Street (veh/hr)	350	525	280 (Cond. A) & 420 (Cond. B)
Criteria - Minor Street (veh/hr)	105	53	84 (Cond. A) & 42 (Cond. B)

* Should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

Warrant 2, Four Hour Vehicular Volume	
Condition Satisfied?	Not satisfied
Required values reached for	2 hours
Criteria	See Figure Below

Warrant 3, Peak Hour Vehicular Volume		
	Condition A	Condition B
Condition Satisfied?	Not Examined	Not Satisfied
Required values reached for		0 hours
Criteria - Total Approach Volume (veh in one hour)	650	See Figure Below
Criteria - Minor Street High Side Volume (veh in one hour)	100	
Criteria - Minor Street High Side Delay (veh-hrs)	4	

Figure 4C-2 (Warrant 2 - 70% Factor) & Figure 4C-4 (Warrant 3 - 70% Factor)



Traffic Signal Warrant Analysis

Multi-Way Stop Warrant

Project Name	Traffic Signal Warrant Analysis, SR 32
Project/File #	25054S
Scenario	Existing

Intersection Information			
Major Street (E/W Road)	SR 32	Minor Street (N/S Road)	CR 900 W
Analyzed with	1 approach lane	Analyzed with	1 Approach Lane
Total Approach Volume	7978 vehicles	Total Approach Volume	1053 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	50 percent applied	Right turn reduction of	50 percent applied

Reduction applied to Multi-Way Stop Warrant thresholds due to high speeds on SR 32 and isolated community.

Condition A - Traffic Signal Warrant	
Condition Satisfied?	Not Examined
Criteria*	

* Multi-way stop control may be used as an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.





Condition B - Crash Experience	
Condition Satisfied?	Not Examined
Required values reached for	more than 4 correctable crashes
Criteria - Crash Experience	

Condition C - Intersection Volume & Delay	
Condition Satisfied?	Not Examined
Required values reached for	
Criteria - Major Street (veh/hr)	
Criteria - Minor Street (total vol-veh, ped, & bikes/hr)	
Criteria - Delay (average sec/veh)	

Condition D - Combination Volume, Crash Experience, & Delay	
Condition Satisfied?	Not Examined
Required values reached for	
Criteria - Major Street (veh/hr)	
Criteria - Minor Street (total vol-veh, ped, & bikes/hr)	
Criteria - Crash Experience	
Criteria - Delay (average sec/veh)	

Intersection

Int Delay, s/veh 2.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	152	108	96	436	61	16
Future Vol, veh/h	152	108	96	436	61	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	450	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	4	3	3	6	5	0
Mvmt Flow	183	130	116	525	73	19





Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	313
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.13
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.227
Pot Cap-1 Maneuver	-	-	1241
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1241
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	1.48	22.75
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	294	-	-	325	-
HCM Lane V/C Ratio	0.315	-	-	0.093	-
HCM Ctrl Dly (s/v)	22.8	-	-	8.2	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.3	-	-	0.3	-

Intersection

Int Delay, s/veh 2.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	383	129	52	245	64	21
Future Vol, veh/h	383	129	52	245	64	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	450	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	0	0	1	0	0
Mvmt Flow	403	136	55	258	67	22

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	539
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.1
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.2
Pot Cap-1 Maneuver	-	-	1040
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1040
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	1.52	16.81
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	394	-	-	315	-
HCM Lane V/C Ratio	0.227	-	-	0.053	-
HCM Ctrl Dly (s/v)	16.8	-	-	8.7	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	0.9	-	-	0.2	-

Traffic Signal Warrant Analysis

Warrants 1 - 3 (Volume Warrants)

Project Name	Traffic Signal Warrant Analysis, SR 32
Project/File #	25054S
Scenario	Background

Intersection Information			
Major Street (E/W Road)	SR 32	Minor Street (N/S Road)	CR 900 W
Analyzed with	1 approach lane	Analyzed with	1 Approach Lane
Total Approach Volume	8253 vehicles	Total Approach Volume	1089 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	50 percent applied	Right turn reduction of	50 percent applied

Reduction applied to Volume Warrant thresholds due to high speeds on SR 32 and isolated community.

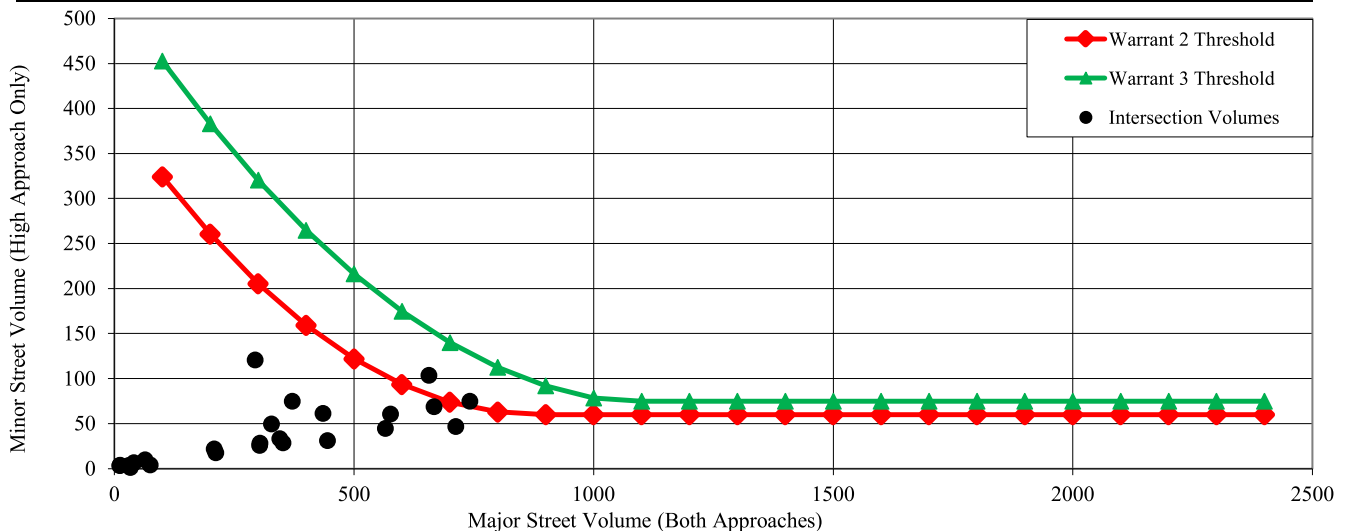
Warrant 1, Eight Hour Vehicular Volume			
	Condition A	Condition B	Condition A+B*
Condition Satisfied?	Not satisfied	Not satisfied	Not satisfied
Required values reached for	0 hours	4 hours	2 (Cond. A) & 7 (Cond. B)
Criteria - Major Street (veh/hr)	350	525	280 (Cond. A) & 420 (Cond. B)
Criteria - Minor Street (veh/hr)	105	53	84 (Cond. A) & 42 (Cond. B)

* Should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

Warrant 2, Four Hour Vehicular Volume	
Condition Satisfied?	Not satisfied
Required values reached for	2 hours
Criteria	See Figure Below

Warrant 3, Peak Hour Vehicular Volume		
	Condition A	Condition B
Condition Satisfied?	Not Examined	Not Satisfied
Required values reached for		0 hours
Criteria - Total Approach Volume (veh in one hour)	650	See Figure Below
Criteria - Minor Street High Side Volume (veh in one hour)	100	
Criteria - Minor Street High Side Delay (veh-hrs)	4	

Figure 4C-2 (Warrant 2 - 70% Factor) & Figure 4C-4 (Warrant 3 - 70% Factor)



Traffic Signal Warrant Analysis

Multi-Way Stop Warrant

Project Name	Traffic Signal Warrant Analysis, SR 32
Project/File #	25054S
Scenario	Background

Intersection Information			
Major Street (E/W Road)	SR 32	Minor Street (N/S Road)	CR 900 W
Analyzed with	1 approach lane	Analyzed with	1 Approach Lane
Total Approach Volume	8253 vehicles	Total Approach Volume	1089 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	50 percent applied	Right turn reduction of	50 percent applied

Reduction applied to Multi-Way Stop Warrant thresholds due to high speeds on SR 32 and isolated community.

Condition A - Traffic Signal Warrant	
Condition Satisfied?	Not Examined
Criteria*	

* Multi-way stop control may be used as an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Condition B - Crash Experience	
Condition Satisfied?	Not Examined
Required values reached for	more than 4 correctable crashes
Criteria - Crash Experience	

Condition C - Intersection Volume & Delay	
Condition Satisfied?	Not Examined
Required values reached for	
Criteria - Major Street (veh/hr)	
Criteria - Minor Street (total vol-veh, ped, & bikes/hr)	
Criteria - Delay (average sec/veh)	

Condition D - Combination Volume, Crash Experience, & Delay	
Condition Satisfied?	Not Examined
Required values reached for	
Criteria - Major Street (veh/hr)	
Criteria - Minor Street (total vol-veh, ped, & bikes/hr)	
Criteria - Crash Experience	
Criteria - Delay (average sec/veh)	

Intersection						
Int Delay, s/veh	3.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗		↖	↗	
Traffic Vol, veh/h	157	109	98	438	63	21
Future Vol, veh/h	157	109	98	438	63	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	450	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	4	3	3	6	5	0
Mvmt Flow	189	131	118	528	76	25
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	320	0	953	189
Stage 1	-	-	-	-	189	-
Stage 2	-	-	-	-	764	-
Critical Hdwy	-	-	4.13	-	6.45	6.2
Critical Hdwy Stg 1	-	-	-	-	5.45	-
Critical Hdwy Stg 2	-	-	-	-	5.45	-
Follow-up Hdwy	-	-	2.227	-	3.545	3.3
Pot Cap-1 Maneuver	-	-	1234	-	284	858
Stage 1	-	-	-	-	836	-
Stage 2	-	-	-	-	455	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1234	-	245	858
Mov Cap-2 Maneuver	-	-	-	-	245	-
Stage 1	-	-	-	-	836	-
Stage 2	-	-	-	-	393	-
Approach	EB		WB		NB	
HCM Ctrl Dly, s/v	0		1.5		23.1	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	299	-	-	329	-	
HCM Lane V/C Ratio	0.339	-	-	0.096	-	
HCM Ctrl Dly (s/v)	23.1	-	-	8.2	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1.5	-	-	0.3	-	

Intersection						
Int Delay, s/veh	2.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Vol, veh/h	386	132	58	251	66	24
Future Vol, veh/h	386	132	58	251	66	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	450	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	0	0	1	0	0
Mvmt Flow	406	139	61	264	69	25

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	545	0	793
Stage 1	-	-	-	-	406
Stage 2	-	-	-	-	386
Critical Hdwy	-	-	4.1	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	-	-	2.2	-	3.5
Pot Cap-1 Maneuver	-	-	1034	-	360
Stage 1	-	-	-	-	677
Stage 2	-	-	-	-	691
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1034	-	336
Mov Cap-2 Maneuver	-	-	-	-	336
Stage 1	-	-	-	-	677
Stage 2	-	-	-	-	643

Approach	EB	WB	NB
HCM Ctrl Dly, s/v	0	1.63	17.37
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	385	-	-	338	-
HCM Lane V/C Ratio	0.246	-	-	0.059	-
HCM Ctrl Dly (s/v)	17.4	-	-	8.7	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1	-	-	0.2	-

Traffic Signal Warrant Analysis

Warrants 1 - 3 (Volume Warrants)

Project Name	Traffic Signal Warrant Analysis, SR 32
Project/File #	25054S
Scenario	Background + Proposed

Intersection Information			
Major Street (E/W Road)	SR 32	Minor Street (N/S Road)	CR 900 W
Analyzed with	1 approach lane	Analyzed with	1 Approach Lane
Total Approach Volume	8420 vehicles	Total Approach Volume	1160 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	50 percent applied	Right turn reduction of	50 percent applied

Reduction applied to Volume Warrant thresholds due to high speeds on SR 32 and isolated community.

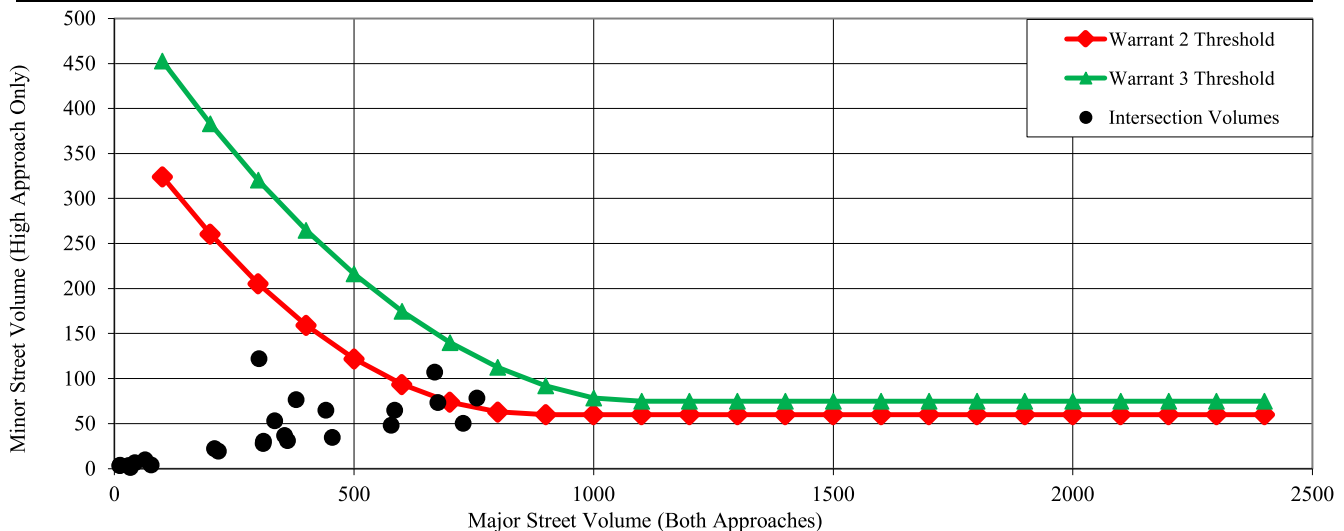
Warrant 1, Eight Hour Vehicular Volume			
	Condition A	Condition B	Condition A+B*
Condition Satisfied?	Not satisfied	Not satisfied	Not satisfied
Required values reached for	1 hour	4 hours	2 (Cond. A) & 7 (Cond. B)
Criteria - Major Street (veh/hr)	350	525	280 (Cond. A) & 420 (Cond. B)
Criteria - Minor Street (veh/hr)	105	53	84 (Cond. A) & 42 (Cond. B)

* Should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

Warrant 2, Four Hour Vehicular Volume	
Condition Satisfied?	Not satisfied
Required values reached for	2 hours
Criteria	See Figure Below

Warrant 3, Peak Hour Vehicular Volume		
	Condition A	Condition B
Condition Satisfied?	Not Examined	Not Satisfied
Required values reached for		0 hours
Criteria - Total Approach Volume (veh in one hour)	650	See Figure Below
Criteria - Minor Street High Side Volume (veh in one hour)	100	
Criteria - Minor Street High Side Delay (veh-hrs)	4	

Figure 4C-2 (Warrant 2 - 70% Factor) & Figure 4C-4 (Warrant 3 - 70% Factor)



Traffic Signal Warrant Analysis

Multi-Way Stop Warrant

Project Name	Traffic Signal Warrant Analysis, SR 32
Project/File #	25054S
Scenario	Background + Proposed

Intersection Information			
Major Street (E/W Road)	SR 32	Minor Street (N/S Road)	CR 900 W
Analyzed with	1 approach lane	Analyzed with	1 Approach Lane
Total Approach Volume	8420 vehicles	Total Approach Volume	1160 vehicles
Total Ped/Bike Volume	0 crossings	Total Ped/Bike Volume	0 crossings
Right turn reduction of	50 percent applied	Right turn reduction of	50 percent applied

Reduction applied to Multi-Way Stop Warrant thresholds due to high speeds on SR 32 and isolated community.

Condition A - Traffic Signal Warrant	
Condition Satisfied?	Not Examined
Criteria*	

* Multi-way stop control may be used as an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Condition B - Crash Experience	
Condition Satisfied?	Not Examined
Required values reached for	more than 4 correctable crashes
Criteria - Crash Experience	

Condition C - Intersection Volume & Delay	
Condition Satisfied?	Not Examined
Required values reached for	
Criteria - Major Street (veh/hr)	
Criteria - Minor Street (total vol-veh, ped, & bikes/hr)	
Criteria - Delay (average sec/veh)	

Condition D - Combination Volume, Crash Experience, & Delay	
Condition Satisfied?	Not Examined
Required values reached for	
Criteria - Major Street (veh/hr)	
Criteria - Minor Street (total vol-veh, ped, & bikes/hr)	
Criteria - Crash Experience	
Criteria - Delay (average sec/veh)	

CR 900 W & CR 200 S

TRAFFIC VOLUME COUNTS CAPACITY ANALYSIS

CR 900 W & CR 200 S - TMC

Wed May 7, 2025

AM Peak (7:30 AM - 8:30 AM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1300795, Location: 40.074786, -85.843361



Provided by: A&F Engineering

8365 Keystone Crossing, Suite 201, Indianapolis, IN, 46240, US

Leg Direction	North Southbound				West Eastbound				East Westbound				
Time	L	R	U	App	L	T	U	App	T	R	U	App	Int
2025-05-07 7:30AM	8	5	0	13	8	5	0	13	3	13	0	16	42
7:45AM	8	12	0	20	19	9	0	28	13	17	0	30	78
8:00AM	3	7	0	10	32	9	0	41	34	19	0	53	104
8:15AM	1	6	0	7	11	2	0	13	8	6	0	14	34
Total	20	30	0	50	70	25	0	95	58	55	0	113	258
% Approach	40.0%	60.0%	0%	-	73.7%	26.3%	0%	-	51.3%	48.7%	0%	-	-
% Total	7.8%	11.6%	0%	19.4%	27.1%	9.7%	0%	36.8%	22.5%	21.3%	0%	43.8%	-
PHF	0.625	0.625	-	0.625	0.547	0.694	-	0.579	0.426	0.724	-	0.533	0.620
Lights and Motorcycles	20	29	0	49	65	25	0	90	48	53	0	101	240
% Lights and Motorcycles	100%	96.7%	0%	98.0%	92.9%	100%	0%	94.7%	82.8%	96.4%	0%	89.4%	93.0%
Heavy	0	1	0	1	5	0	0	5	10	2	0	12	18
% Heavy	0%	3.3%	0%	2.0%	7.1%	0%	0%	5.3%	17.2%	3.6%	0%	10.6%	7.0%

* L: Left, R: Right, T: Thru, U: U-Turn

CR 900 W & CR 200 S - TMC

Wed May 7, 2025

Forced Peak (5 PM - 6 PM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1300795, Location: 40.074786, -85.843361






Provided by: A&F Engineering

8365 Keystone Crossing, Suite 201, Indianapolis, IN, 46240, US

Leg Direction	North Southbound				West Eastbound				East Westbound				
Time	L	R	U	App	L	T	U	App	T	R	U	App	Int
2025-05-07 5:00PM	29	5	0	34	7	11	0	18	8	17	0	25	77
5:15PM	29	8	0	37	3	10	0	13	9	8	0	17	67
5:30PM	17	3	0	20	4	14	0	18	7	5	0	12	50
5:45PM	22	4	0	26	1	13	0	14	7	11	0	18	58
Total	97	20	0	117	15	48	0	63	31	41	0	72	252
% Approach	82.9%	17.1%	0%	-	23.8%	76.2%	0%	-	43.1%	56.9%	0%	-	-
% Total	38.5%	7.9%	0%	46.4%	6.0%	19.0%	0%	25.0%	12.3%	16.3%	0%	28.6%	-
PHF	0.836	0.625	-	0.791	0.536	0.857	-	0.875	0.861	0.603	-	0.720	0.818
Lights and Motorcycles	97	20	0	117	15	48	0	63	30	41	0	71	251
% Lights and Motorcycles	100%	100%	0%	100%	100%	100%	0%	100%	96.8%	100%	0%	98.6%	99.6%
Heavy	0	0	0	0	0	0	0	0	1	0	0	1	1
% Heavy	0%	0%	0%	0%	0%	0%	0%	0%	3.2%	0%	0%	1.4%	0.4%

* L: Left, R: Right, T: Thru, U: U-Turn




Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	70	25	58	55	30	20
Future Vol, veh/h	70	25	58	55	30	20
Peak Hour Factor	0.62	0.62	0.62	0.62	0.62	0.62
Heavy Vehicles, %	7	0	17	4	0	3
Mvmt Flow	113	40	94	89	48	32
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay, s/veh	8.7	8.4	8.1
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	74%	0%	60%
Vol Thru, %	26%	51%	0%
Vol Right, %	0%	49%	40%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	95	113	50
LT Vol	70	0	30
Through Vol	25	58	0
RT Vol	0	55	20
Lane Flow Rate	153	182	81
Geometry Grp	1	1	1
Degree of Util (X)	0.194	0.216	0.102
Departure Headway (Hd)	4.553	4.264	4.531
Convergence, Y/N	Yes	Yes	Yes
Cap	792	846	792
Service Time	2.558	2.268	2.551
HCM Lane V/C Ratio	0.193	0.215	0.102
HCM Control Delay, s/veh	8.7	8.4	8.1
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.7	0.8	0.3




Intersection	
Intersection Delay, s/veh	7.9
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	15	48	31	41	97	20
Future Vol, veh/h	15	48	31	41	97	20
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82
Heavy Vehicles, %	0	0	3	0	0	0
Mvmt Flow	18	59	38	50	118	24
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay, s/veh	7.8	7.5	8.2
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	24%	0%	83%
Vol Thru, %	76%	43%	0%
Vol Right, %	0%	57%	17%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	63	72	117
LT Vol	15	0	97
Through Vol	48	31	0
RT Vol	0	41	20
Lane Flow Rate	77	88	143
Geometry Grp	1	1	1
Degree of Util (X)	0.093	0.098	0.168
Departure Headway (Hd)	4.368	4.022	4.245
Convergence, Y/N	Yes	Yes	Yes
Cap	825	896	833
Service Time	2.368	2.024	2.33
HCM Lane V/C Ratio	0.093	0.098	0.172
HCM Control Delay, s/veh	7.8	7.5	8.2
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.3	0.3	0.6




Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	72	26	60	57	21	31
Future Vol, veh/h	72	26	60	57	21	31
Peak Hour Factor	0.62	0.62	0.62	0.62	0.62	0.62
Heavy Vehicles, %	7	0	17	4	0	3
Mvmt Flow	116	42	97	92	34	50
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay, s/veh	8.7	8.5	7.9
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	73%	0%	40%
Vol Thru, %	27%	51%	0%
Vol Right, %	0%	49%	60%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	98	117	52
LT Vol	72	0	21
Through Vol	26	60	0
RT Vol	0	57	31
Lane Flow Rate	158	189	84
Geometry Grp	1	1	1
Degree of Util (X)	0.2	0.224	0.103
Departure Headway (Hd)	4.561	4.272	4.401
Convergence, Y/N	Yes	Yes	Yes
Cap	790	845	816
Service Time	2.566	2.275	2.419
HCM Lane V/C Ratio	0.2	0.224	0.103
HCM Control Delay, s/veh	8.7	8.5	7.9
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.7	0.9	0.3




Intersection	
Intersection Delay, s/veh	8
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	16	50	32	42	100	21
Future Vol, veh/h	16	50	32	42	100	21
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82
Heavy Vehicles, %	0	0	3	0	0	0
Mvmt Flow	20	61	39	51	122	26
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay, s/veh	7.9	7.5	8.3
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	24%	0%	83%
Vol Thru, %	76%	43%	0%
Vol Right, %	0%	57%	17%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	66	74	121
LT Vol	16	0	100
Through Vol	50	32	0
RT Vol	0	42	21
Lane Flow Rate	80	90	148
Geometry Grp	1	1	1
Degree of Util (X)	0.098	0.101	0.174
Departure Headway (Hd)	4.382	4.039	4.254
Convergence, Y/N	Yes	Yes	Yes
Cap	823	893	831
Service Time	2.383	2.041	2.343
HCM Lane V/C Ratio	0.097	0.101	0.178
HCM Control Delay, s/veh	7.9	7.5	8.3
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.3	0.3	0.6




Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	74	26	60	58	25	35
Future Vol, veh/h	74	26	60	58	25	35
Peak Hour Factor	0.62	0.62	0.62	0.62	0.62	0.62
Heavy Vehicles, %	7	0	17	4	0	3
Mvmt Flow	119	42	97	94	40	56
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay, s/veh	8.8	8.6	8
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	74%	0%	42%
Vol Thru, %	26%	51%	0%
Vol Right, %	0%	49%	58%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	100	118	60
LT Vol	74	0	25
Through Vol	26	60	0
RT Vol	0	58	35
Lane Flow Rate	161	190	97
Geometry Grp	1	1	1
Degree of Util (X)	0.206	0.227	0.119
Departure Headway (Hd)	4.588	4.296	4.425
Convergence, Y/N	Yes	Yes	Yes
Cap	784	837	811
Service Time	2.603	2.311	2.445
HCM Lane V/C Ratio	0.205	0.227	0.12
HCM Control Delay, s/veh	8.8	8.6	8
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.8	0.9	0.4

Intersection	
Intersection Delay, s/veh	8
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	50	32	46	103	24
Future Vol, veh/h	21	50	32	46	103	24
Peak Hour Factor	0.82	0.82	0.82	0.82	0.82	0.82
Heavy Vehicles, %	0	0	3	0	0	0
Mvmt Flow	26	61	39	56	126	29
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay, s/veh	7.9	7.5	8.3
HCM LOS	A	A	A

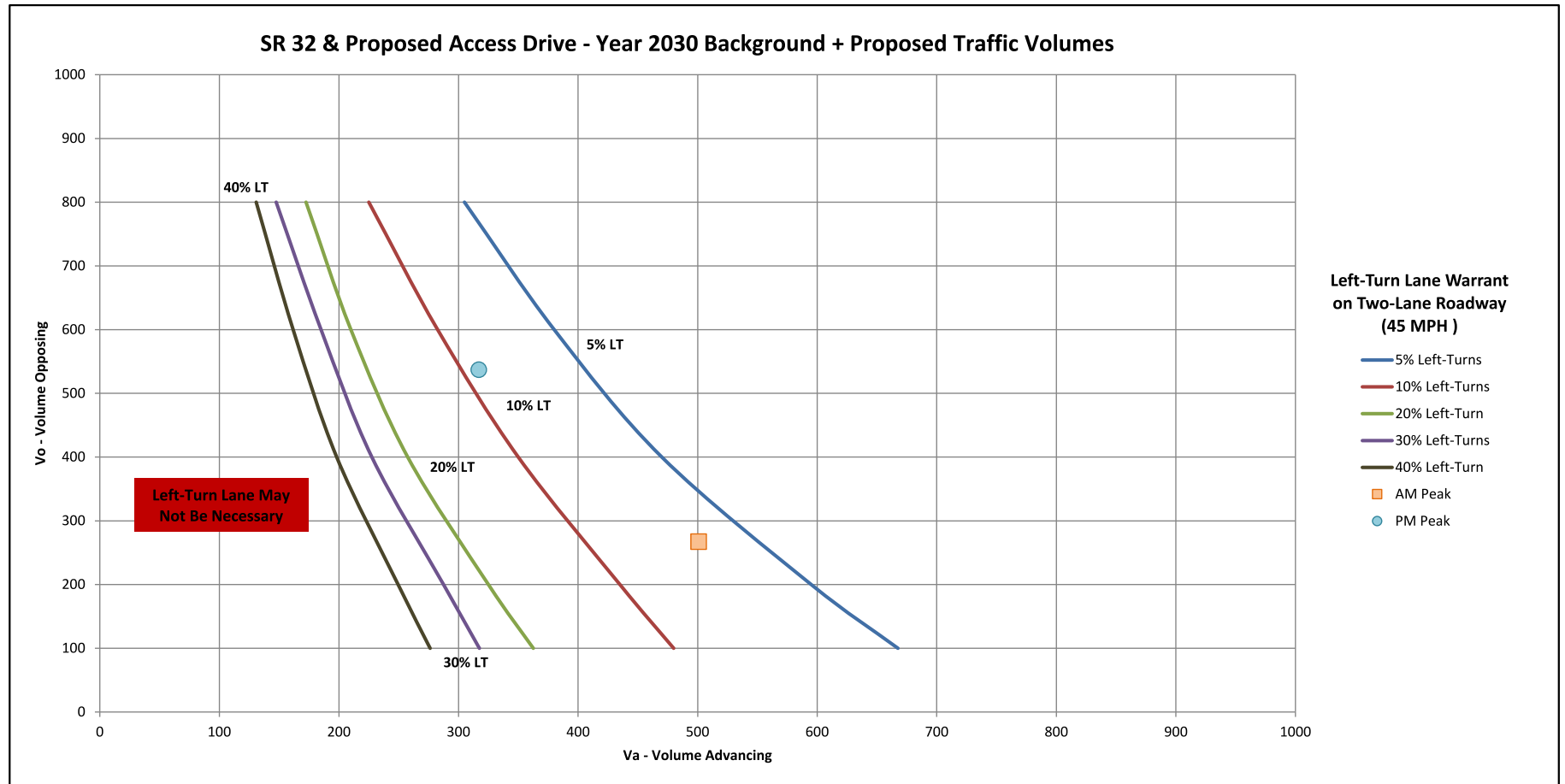
Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	30%	0%	81%
Vol Thru, %	70%	41%	0%
Vol Right, %	0%	59%	19%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	71	78	127
LT Vol	21	0	103
Through Vol	50	32	0
RT Vol	0	46	24
Lane Flow Rate	87	95	155
Geometry Grp	1	1	1
Degree of Util (X)	0.106	0.107	0.183
Departure Headway (Hd)	4.415	4.051	4.261
Convergence, Y/N	Yes	Yes	Yes
Cap	817	889	829
Service Time	2.418	2.053	2.357
HCM Lane V/C Ratio	0.106	0.107	0.187
HCM Control Delay, s/veh	7.9	7.5	8.3
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.4	0.4	0.7

SR 32 & PROPOSED ACCESS DRIVE

TURN LANE WARRANTS CAPACITY ANALYSIS

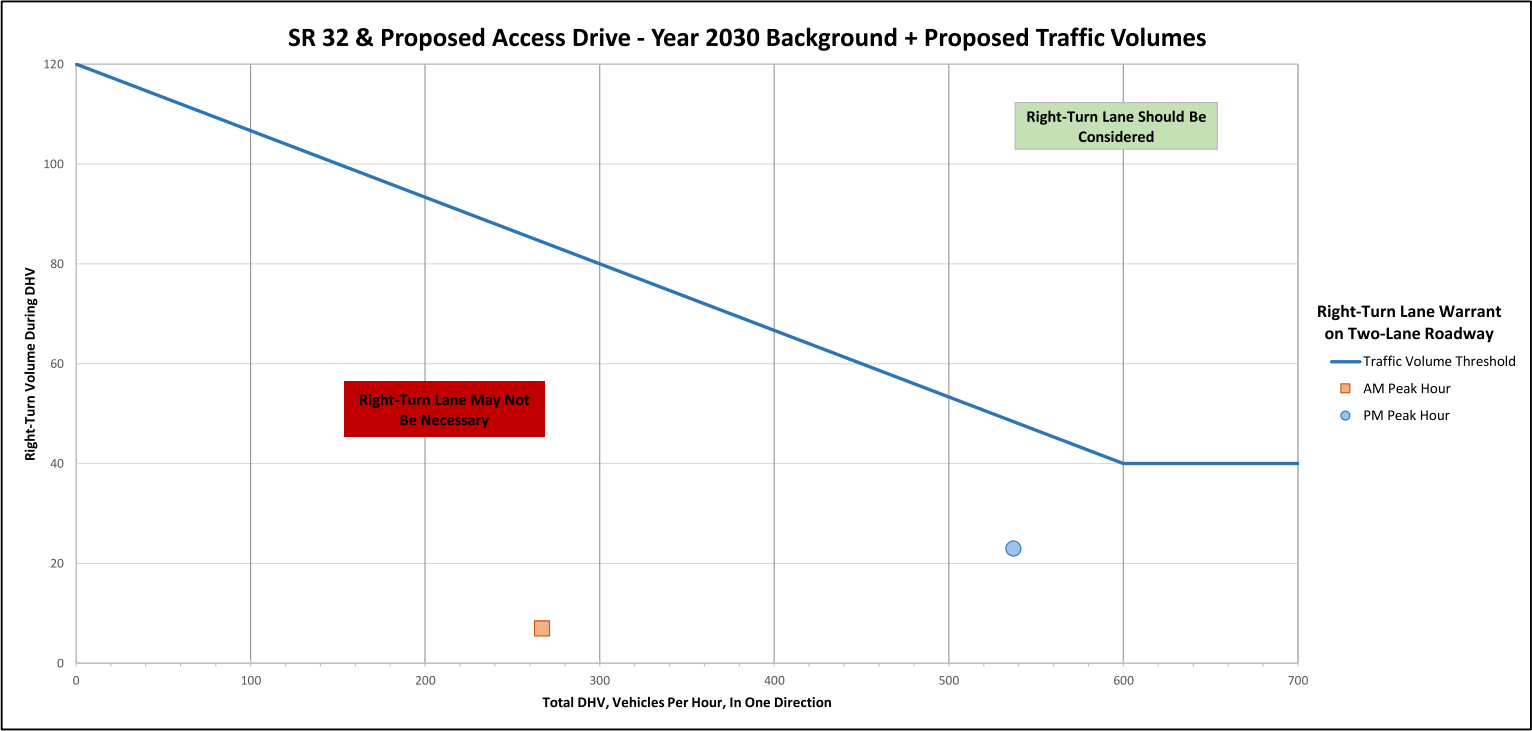
Operating Speed (mph)	Opposing Volume (veh/h)	Advancing Volume (veh/h)							
		5% Left Turns	10% Left Turns	15% Left Turns	20% Left Turns	25% Left Turns	30% Left Turns	35% Left Turns	40% Left Turns
45	800	305	225	194	173	158	148	138	131
	600	380	283	241	210	196	185	171	162
	400	470	350	297	258	240	228	209	198
	200	595	435	373	325	303	288	264	250
	100	668	480	415	363	336	318	292	276

AM Peak Hour Traffic Volume Input		PM Peak Hour Traffic Volume Input	
Advancing Volume (Va)	501	Advancing Volume (Va)	317
Opposing Volume (Vo)	267	Opposing Volume (Vo)	537
Left-Turn Volume	2	Left-Turn Volume	7
% Left-Turn	0%	% Left-Turn	2%
WARRANTED?	NO	WARRANTED?	NO






Total Approach Volume	Right-Turn Volume
0	120
600	40
700	40

AM Peak Hour Traffic Volume Input		PM Peak Hour Traffic Volume Input	
Total Approach Volume	267	Total Approach Volume	537
Right-Turn Volume	7	Right-Turn Volume	23
WARRANTED?	NO	WARRANTED?	NO






HCM 7th TWSC
3: Proposed Access Drive & SR 32




Existing - AM Peak
06/04/2025




Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	251	0	0	480	0	0
Future Vol, veh/h	251	0	0	480	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	273	0	0	522	0	0
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	273	0	795	273
Stage 1	-	-	-	-	273	-
Stage 2	-	-	-	-	522	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1290	-	357	766
Stage 1	-	-	-	-	773	-
Stage 2	-	-	-	-	596	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1290	-	357	766
Mov Cap-2 Maneuver	-	-	-	-	357	-
Stage 1	-	-	-	-	773	-
Stage 2	-	-	-	-	596	-
Approach	EB	WB		NB		
HCM Ctrl Dly, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	-	-	-	1290	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Ctrl Dly (s/v)	0	-	-	0	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	-	-	-	0	-	




HCM 7th TWSC
3: Proposed Access Drive & SR 32




Existing - PM Peak
06/04/2025

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	494	0	0	298	0	0
Future Vol, veh/h	494	0	0	298	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	537	0	0	324	0	0
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	537	0	861	537
Stage 1	-	-	-	-	537	-
Stage 2	-	-	-	-	324	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1031	-	326	544
Stage 1	-	-	-	-	586	-
Stage 2	-	-	-	-	733	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1031	-	326	544
Mov Cap-2 Maneuver	-	-	-	-	326	-
Stage 1	-	-	-	-	586	-
Stage 2	-	-	-	-	733	-
Approach	EB	WB		NB		
HCM Ctrl Dly, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	-	-	-	1031	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Ctrl Dly (s/v)	0	-	-	0	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	-	-	-	0	-	

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	260	0	0	497	0	0
Future Vol, veh/h	260	0	0	497	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	283	0	0	540	0	0
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	283	0	823	283
Stage 1	-	-	-	-	283	-
Stage 2	-	-	-	-	540	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1280	-	343	756
Stage 1	-	-	-	-	765	-
Stage 2	-	-	-	-	584	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1280	-	343	756
Mov Cap-2 Maneuver	-	-	-	-	343	-
Stage 1	-	-	-	-	765	-
Stage 2	-	-	-	-	584	-
Approach	EB		WB		NB	
HCM Ctrl Dly, s/v	0		0		0	
HCM LOS					A	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	-	-	-	1280	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Ctrl Dly (s/v)	0	-	-	0	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	-	-	-	0	-	

Intersection						
Int Delay, s/veh	0					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	511	0	0	308	0	0
Future Vol, veh/h	511	0	0	308	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	555	0	0	335	0	0
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	555	0	890	555
Stage 1	-	-	-	-	555	-
Stage 2	-	-	-	-	335	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1015	-	313	531
Stage 1	-	-	-	-	575	-
Stage 2	-	-	-	-	725	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1015	-	313	531
Mov Cap-2 Maneuver	-	-	-	-	313	-
Stage 1	-	-	-	-	575	-
Stage 2	-	-	-	-	725	-
Approach	EB	WB		NB		
HCM Ctrl Dly, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	-	-	-	1015	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Ctrl Dly (s/v)	0	-	-	0	-	
HCM Lane LOS	A	-	-	A	-	
HCM 95th %tile Q(veh)	-	-	-	0	-	

Intersection						
Int Delay, s/veh	0.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	260	7	2	499	21	6
Future Vol, veh/h	260	7	2	499	21	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	283	8	2	542	23	7
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	290	0	833	286
Stage 1	-	-	-	-	286	-
Stage 2	-	-	-	-	547	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1272	-	339	753
Stage 1	-	-	-	-	762	-
Stage 2	-	-	-	-	580	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1272	-	338	753
Mov Cap-2 Maneuver	-	-	-	-	338	-
Stage 1	-	-	-	-	762	-
Stage 2	-	-	-	-	579	-
Approach	EB		WB		NB	
HCM Ctrl Dly, s/v	0		0.03		15.12	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	385	-	-	7	-	
HCM Lane V/C Ratio	0.076	-	-	0.002	-	
HCM Ctrl Dly (s/v)	15.1	-	-	7.8	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	0.2	-	-	0	-	

Intersection						
Int Delay, s/veh	0.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	514	23	7	310	14	4
Future Vol, veh/h	514	23	7	310	14	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	559	25	8	337	15	4
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	584	0	923	571
Stage 1	-	-	-	-	571	-
Stage 2	-	-	-	-	352	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	991	-	299	520
Stage 1	-	-	-	-	565	-
Stage 2	-	-	-	-	712	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	991	-	297	520
Mov Cap-2 Maneuver	-	-	-	-	297	-
Stage 1	-	-	-	-	565	-
Stage 2	-	-	-	-	705	-
Approach	EB	WB		NB		
HCM Ctrl Dly, s/v	0	0.19		16.68		
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	328	-	-	40	-	
HCM Lane V/C Ratio	0.06	-	-	0.008	-	
HCM Ctrl Dly (s/v)	16.7	-	-	8.7	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	0.2	-	-	0	-	

CR 900 W & PROPOSED ACCESS DRIVE

TURN LANE WARRANTS CAPACITY ANALYSIS

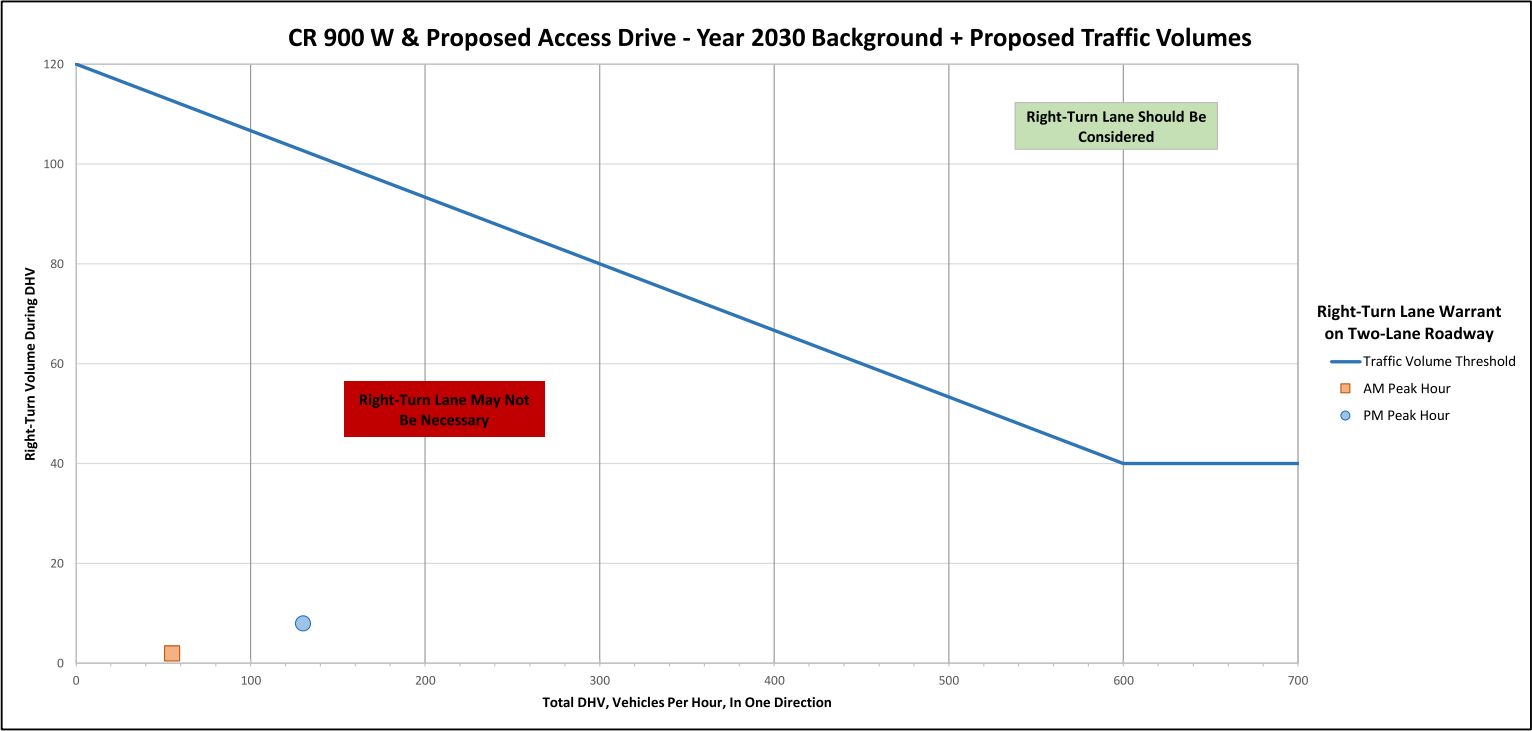
Operating Speed (mph)	Opposing Volume (veh/h)	Advancing Volume (veh/h)							
		5% Left Turns	10% Left Turns	15% Left Turns	20% Left Turns	25% Left Turns	30% Left Turns	35% Left Turns	40% Left Turns
40	800	330	240	207	180	168	160	146	139
	600	410	305	260	225	211	200	184	174
	400	510	380	320	275	258	245	224	212
	200	640	470	401	350	324	305	282	266
	100	720	515	446	390	360	340	313	296

AM Peak Hour Traffic Volume Input		PM Peak Hour Traffic Volume Input	
Advancing Volume (Va)	132	Advancing Volume (Va)	67
Opposing Volume (Vo)	55	Opposing Volume (Vo)	130
Left-Turn Volume	3	Left-Turn Volume	8
% Left-Turn	2%	% Left-Turn	12%
WARRANTED?	NO	WARRANTED?	NO






Total Approach Volume	Right-Turn Volume
0	120
600	40
700	40

AM Peak Hour Traffic Volume Input		PM Peak Hour Traffic Volume Input	
Total Approach Volume	55	Total Approach Volume	130
Right-Turn Volume	2	Right-Turn Volume	8
WARRANTED?	NO	WARRANTED?	NO






HCM 7th TWSC
4: CR 900 W & Proposed Access Drive




Existing - AM Peak
06/04/2025




Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	125	50	0
Future Vol, veh/h	0	0	0	125	50	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	136	54	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	190	54	54	0	-	0
Stage 1	54	-	-	-	-	-
Stage 2	136	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	799	1013	1551	-	-	-
Stage 1	968	-	-	-	-	-
Stage 2	891	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	799	1013	1551	-	-	-
Mov Cap-2 Maneuver	799	-	-	-	-	-
Stage 1	968	-	-	-	-	-
Stage 2	891	-	-	-	-	-
Approach	EB	NB		SB		
HCM Ctrl Dly, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1551	-	-	-	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Ctrl Dly (s/v)	0	-	0	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	-	-	-	




HCM 7th TWSC
4: CR 900 W & Proposed Access Drive




Existing - PM Peak
06/04/2025

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	56	117	0
Future Vol, veh/h	0	0	0	56	117	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	61	127	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	188	127	127	0	-	0
Stage 1	127	-	-	-	-	-
Stage 2	61	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	801	923	1459	-	-	-
Stage 1	899	-	-	-	-	-
Stage 2	962	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	801	923	1459	-	-	-
Mov Cap-2 Maneuver	801	-	-	-	-	-
Stage 1	899	-	-	-	-	-
Stage 2	962	-	-	-	-	-
Approach	EB	NB		SB		
HCM Ctrl Dly, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1459	-	-	-	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Ctrl Dly (s/v)	0	-	0	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	-	-	-	

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	129	52	0
Future Vol, veh/h	0	0	0	129	52	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	140	57	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	197	57	57	0	-	0
Stage 1	57	-	-	-	-	-
Stage 2	140	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	792	1010	1548	-	-	-
Stage 1	966	-	-	-	-	-
Stage 2	887	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	792	1010	1548	-	-	-
Mov Cap-2 Maneuver	792	-	-	-	-	-
Stage 1	966	-	-	-	-	-
Stage 2	887	-	-	-	-	-
Approach	EB	NB		SB		
HCM Ctrl Dly, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1548	-	-	-	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Ctrl Dly (s/v)	0	-	0	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	-	-	-	

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	58	121	0
Future Vol, veh/h	0	0	0	58	121	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	63	132	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	195	132	132	0	-	0
Stage 1	132	-	-	-	-	-
Stage 2	63	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	794	918	1454	-	-	-
Stage 1	895	-	-	-	-	-
Stage 2	960	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	794	918	1454	-	-	-
Mov Cap-2 Maneuver	794	-	-	-	-	-
Stage 1	895	-	-	-	-	-
Stage 2	960	-	-	-	-	-
Approach	EB	NB		SB		
HCM Ctrl Dly, s/v	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1454	-	-	-	-	
HCM Lane V/C Ratio	-	-	-	-	-	
HCM Ctrl Dly (s/v)	0	-	0	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	-	-	-	

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	7	3	129	53	2
Future Vol, veh/h	7	7	3	129	53	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	8	3	140	58	2
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	205	59	60	0	-	0
Stage 1	59	-	-	-	-	-
Stage 2	147	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	783	1007	1544	-	-	-
Stage 1	964	-	-	-	-	-
Stage 2	881	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	781	1007	1544	-	-	-
Mov Cap-2 Maneuver	781	-	-	-	-	-
Stage 1	962	-	-	-	-	-
Stage 2	881	-	-	-	-	-
Approach	EB	NB		SB		
HCM Ctrl Dly, s/v	9.16	0.17		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	41	-	880	-	-	
HCM Lane V/C Ratio	0.002	-	0.017	-	-	
HCM Ctrl Dly (s/v)	7.3	0	9.2	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	5	8	59	122	8
Future Vol, veh/h	4	5	8	59	122	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	5	9	64	133	9
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	218	137	141	0	-	0
Stage 1	137	-	-	-	-	-
Stage 2	82	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	770	912	1442	-	-	-
Stage 1	890	-	-	-	-	-
Stage 2	942	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	765	912	1442	-	-	-
Mov Cap-2 Maneuver	765	-	-	-	-	-
Stage 1	884	-	-	-	-	-
Stage 2	942	-	-	-	-	-
Approach	EB	NB		SB		
HCM Ctrl Dly, s/v	9.34	0.9		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	215	-	840	-	-	
HCM Lane V/C Ratio	0.006	-	0.012	-	-	
HCM Ctrl Dly (s/v)	7.5	0	9.3	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0	-	-	