



## PLAN COMMISSION STAFF REPORT

**To:** Members of the Plan Commission

**From:** Sergio Mendoza, Planning Director

**Meeting Date:** August 12, 2025

**Agenda Item:** PC 22-005

**Application Type:** Sureties (Bonds)

**Hearing:** Other Items/Continued Discussion

**Summary:** Brian Sluiter, POWERS HEALTH is requesting a favorable recommendation to the Town Council to release a Performance Bond and accept a Maintenance Bond for COMMUNITY FOUNDATION INC, BLOCK 5

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**Applicant:** Brian Sluiter, Construction Manager with POWERS HEALTH

**Property Address:** 10240 Calumet Avenue

**Current Zoning:** CD-4B - General Urban - B Character District

**Adjacent Zoning:** North: CD-4B - General Urban - B Character District  
South: CD-4B - General Urban - B Character District  
East: CD-4B - General Urban - B Character District  
West: CZ- Civic Zone and PUD – Planned Unit Development

**Action Requested:** Favorable recommendation

**Actions Required:** Surety Review and recommendation to Town Council

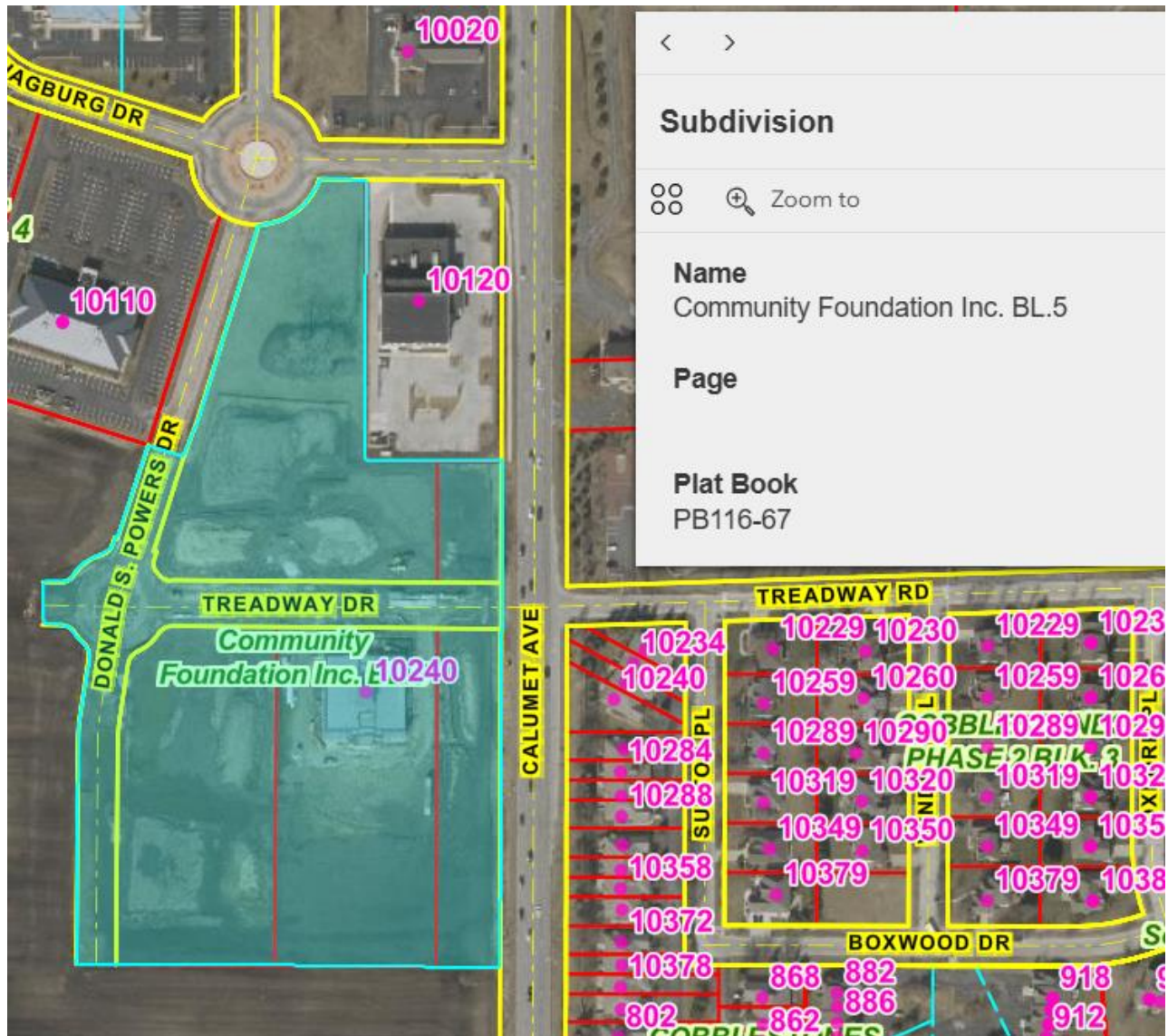
**Staff Recommendation:** Forward a favorable recommendation to the Town Council

**Attachments:**

1. Inspection Memos, Exhibit A
2. Performance Surety Bond, Exhibit B
3. Maintenance Surety Bond, Exhibit C

**PROJECT SITE**

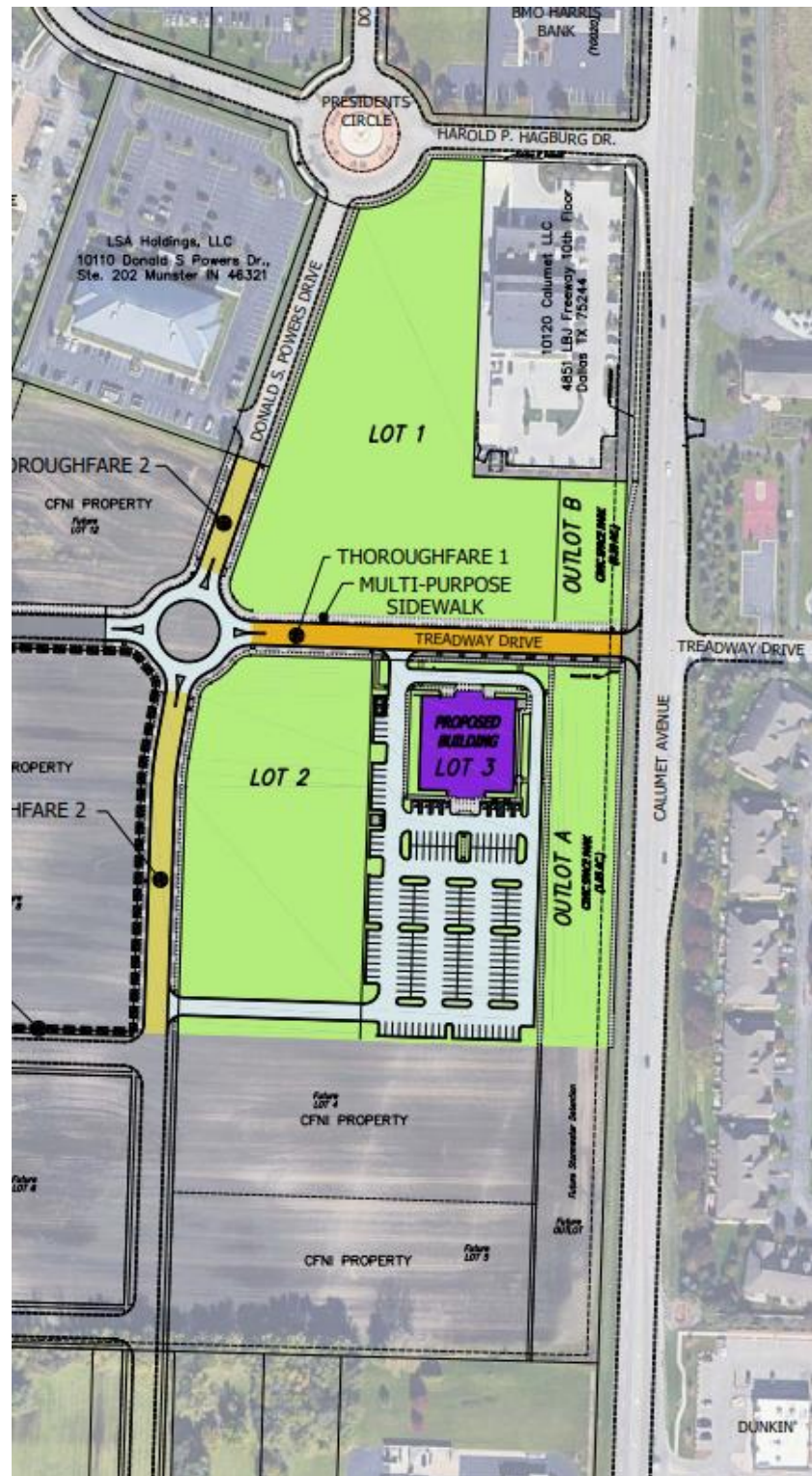
Community Foundation of Northwest Indiana, Inc. (CFNI) presented plans to subdivide and develop approximately 15 acres located west of Calumet Avenue, East of Powers Drive, south of Hagburg Circle to approximately 550 south of Treadway Drive.

**PROJECT BRIEFING**

The proposed development contained several elements:

1. A master plan of internal road network serving multiple 3-lots of Record and two outlots
2. An extension of Treadway Road west into the subdivision recorded as Treadway Drive

3. Extension of Donald Powers Drive south
4. Improvements to the intersection of Calumet Ave and Treadway.
5. Development of Lot 3 with a two-story, 31,845 sf medical clinic with parking lot.



**CODE REQUIREMENTS** (CHAPTER 26, ARTICLE V, SUBDIVISIONS):**Sec. 26-293. Completion of improvements; guarantee of improvements.**

(a) Verification of completion of improvements. When the final plat is submitted to the plan commission for approval, it shall be accompanied by written advice from the town council stating that all improvements and installations to the subdivision for its approval have been made or completed in accordance with ordinances and specifications, in which event the commission may approve the plat.

(b) Bond in lieu of completion of improvements. If the improvements and installations are not completed as required by the ordinances and specifications, the commission may approve the plat if the applicant provides a bond which:

- (1) Is in an amount determined by the board and commission to be sufficient to complete the improvements and installations in compliance with the ordinances and specifications.
- (2) Runs to the town council and town plan commission.
- (3) Is with surety satisfactory to the town council and town plan commission, which may include:
  - a. A surety company entered and licensed to do business in the state;
  - b. An unqualified irrevocable standby letter of credit issued by a national bank, an Indiana state bank or other financial institution acceptable to the council and the commission; or
  - c. A deposit of money to a special account controlled by the town.
- (4) Specifies the time for completion of the improvements and installations.

**STAFF FINDINGS and RECOMMENDATION**

Staff's inspection finds the public improvements and development plan improvement are in compliance with the regulations of the subdivision code and the character based zoning code, as approved by the Munster Plan Commission and recommends the Plans Commission motion to the Munster Town Council to release the COMMUNITY FOUNDATION INC, BLOCK 5 Performance Surety and accept a 2-year Maintenance Surety for COMMUNITY FOUNDATION INC, BLOCK 5.

**MOTION**

The Plan Commission may consider the following motion:

*Motion to send a favorable recommendation to the Town Council to authorize the Town of Munster Clerk-Treasurer to release the COMMUNITY FOUNDATION INC, BLOCK 5 Performance Surety and accept a 2-year Maintenance Surety for COMMUNITY FOUNDATION INC, BLOCK 5.*

**EXHIBIT A**  
**INSPECTION MEMO**



**To:** Sergio Mendoza, Planning Director

**From:** Glenn Rhodes, Building Inspector and Nicole Mazur, Zoning Enforcement Inspector

**Date:** July 28, 2025

**Re:** P22-1413 New Construction- Munster Immediate Care Facility

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The final landscaping inspection and final building inspections have been approved for P22-1413 the Munster Immediate Care Facility located at 10240 Calumet Avenue. A Final Occupancy Certificate has been issued.





**To:** Sergio Mendoza  
**From:** Bob Valois  
**Meeting:** July 31st, 2025  
**Re:** Immediate Care Facility

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I have reviewed the plans and performed a site visit to the Immediate Care facility development. After review all compliancy is in order. I recommend approval and acceptance of this development.

A handwritten signature in black ink, appearing to be "BV" followed by a long horizontal stroke.

Bob Valois

Director of Operations



## CERTIFICATE OF OCCUPANCY

**PROPERTY OWNERSHIP:**

Community Foundation of Northwest Indiana Inc  
10010 DONALD POWERS DR STE 201  
MUNSTER, IN 46321

**PERMIT HOLDER:**

GARIUP CONSTRUCTION CO INC  
3965 HARRISON ST  
Gary, IN 46401

The afore described structure or portion thereof has been inspected for compliance with the requirements of current building code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

|                                 |  |
|---------------------------------|--|
| <b>Address</b>                  | 10240 CALUMET AVE                                  |
| <b>Subdivision</b>              | Pt. E.1/2 SE.1/4 S.36 T.36 R.10 E. of Columbia Ave |
| <b>Parcel</b>                   | 45-06-36-426-004.000-027                           |
| <b>Construction Type</b>        | II-B   |
| <b>Use Classification</b>       | B  |
| <b>Permit Number</b>            | P22-1413   |
| <b>CO Date Finaled</b>          | 07/28/2025   |
| <b>Edition of Building Code</b> | 2014 Indiana Building Code                         |
| <b>Occupancy Load</b>           | 318  |
| <b>Sprinklers</b>               | Yes  |
| <b>Zoning</b>                   | CD-4B  |

**SPECIAL STIPULATIONS:**

Signature of Building Official

07/28/2025

Date

## EXHIBIT B

### PERFORMANCE SURETY

#### PERFORMANCE BOND

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

Bond No 107627362

KNOW ALL MEN BY THESE PRESENTS, that we, Community Foundation of Northwest Indiana, Inc. as Principal, and Travelers Casualty and Surety Company of America, licensed to do business in the State of Indiana, as Surety, are held and firmly bound unto Town of Munster, Indiana (Obligee), in the penal sum of Two Million Nine Hundred Ninety Thousand and 00/100 Dollars (\$2,990,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 10th day of October, 2022, and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:

NOTWITHSTANDING THE PROVISIONS OF THIS CONTRACT, the Surety reserves the right to cancel this bond by giving thirty (30) day notice in writing to said Obligee, and upon receipt of such notice the Surety is discharged and relieved of further liability, it being understood and agreed, however, that the said Principal and Surety will be liable for any loss, accruing up to the effective date of said cancellation notice. However, neither cancellation by the Surety nor the failure or inability of the Principal to file a replacement bond in the event of cancellation, shall itself constitute a loss to the Obligee recoverable under this bond.

Regardless of the number of years this bond is in force, the liability of the Surety under this bond for all defaults and obligations of the Principal shall not exceed in the aggregate of the penal sum listed above.

Sealed with our seals and dated this 10th day of October, 2022.

*David J. Markovich*

Witness

*David J. Markovich*

Witness

*David J. Otte* 10/10/2022

David J. Otte, VP of Engineering

Travelers Casualty and Surety Company of America

Daniel J. Markovich

, Attorney-in-Fact





## EXHIBIT C MAINTENANCE SURETY

### MAINTENANCE BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 107627369

KNOWN ALL BY THESE PRESENTS: That we Community Foundation of Northwest Indiana, Inc., as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto Town of Munster, Indiana, as Obligee, in the total sum of Four Hundred Forty Eight Thousand Five Hundred Dollars and 00/100 U.S. Dollars (\$448,500.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated October 10, 2022 for Improvements at Munster Immediate Care including Street Lights, Signs, Curbs, etc. ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on July 24, 2025 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 24 day of July, 2025.

Community Foundation of Northwest Indiana, Inc.  
(Principal)

By: *Daniel J. Markovich*

Travelers Casualty and Surety Company of America

By: *Daniel J. Markovich*, Attorney-in-Fact

