



# BOARD OF ZONING APPEALS STAFF REPORT

**To:** Members of the Board of Zoning Appeals

**From:** Sergio Mendoza, Planning Director

**Meeting Date:** December 12, 2023

**Agenda Item:** BZA 23-010

**Application Type:** Developmental Standards Variance

**Hearing:** Continued Discussion/Other Business

**Summary:** Katherine Rayner with Crew Carwash is seeking variances for three development standards: an off-site dumpster location, reduction of landscape in the first lot layer, and reuse of a previous carwash sign structure for a proposed Crew Carwash facility.

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**Applicant:** Katherine Rayner, Crew Carwash Development Project Manager

**Property Address:** 111 Ridge Road

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

**Adjacent Zoning:** North: CD-3.R1 (Neighborhood- 70' Lot SFR Character District)  
South: CD-4A General Urban-A Character District  
East: CD-4A General Urban-A Character District  
West: CD-4A General Urban-A Character District

**Action Requested:** Approval of Developmental Standards Variances

**Additional Actions Required:** Review Findings of Fact and Signed Dumpster Agreement

**Staff Recommendation:** Approve with Conditions

**Previous Attachments:**

1. Variance Application, Exhibit A (pg 10)
2. Draft Dumpster Agreement, Exhibit B (pg 14)
3. Dumpster Design, Exhibit C (pg 21)
4. Site Plan, Exhibit D (pg 22)



Figure 1 Subject Property.

### PROJECT BRIEFING

Katherine Rayner, Development Project Manager with Crew Carwash is proposing the reuse of a former car structure for a Crew Carwash facility. The project will consist of a one-story carwash tunnel with approximately 5,780 square feet of total floor area on .38 of an acre (*see figure 1*). All traffic will enter at the south end of the property from Ridge Road from an existing curb cut. Customers will drive to one of three proposed lanes where they will select and purchase their wash. The washed vehicles will again exit on the south end of the property on to Ridge Road from an existing curb cut, proposed to be reduced in width.

The petitioner is seeking relief from certain development standards to help advance this project. A Developmental Standards Variance Application has been filed to allow for: an off-site dumpster location, to be located on an adjacent lot east of the project site at 131 Ridge Road (*see figure 2*); a reduction on landscape requirement in the first lot layer from 30% to 13%, (*see figure 3*) and; alter and maintain an existing “exposed pole” sign structure with an increase of letter height from the permitted 10” to 26” and an existing 40 sf sign face from the required 8 SF (*see figure 4*).

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## OFF SITE DUMPSTER LOCATION

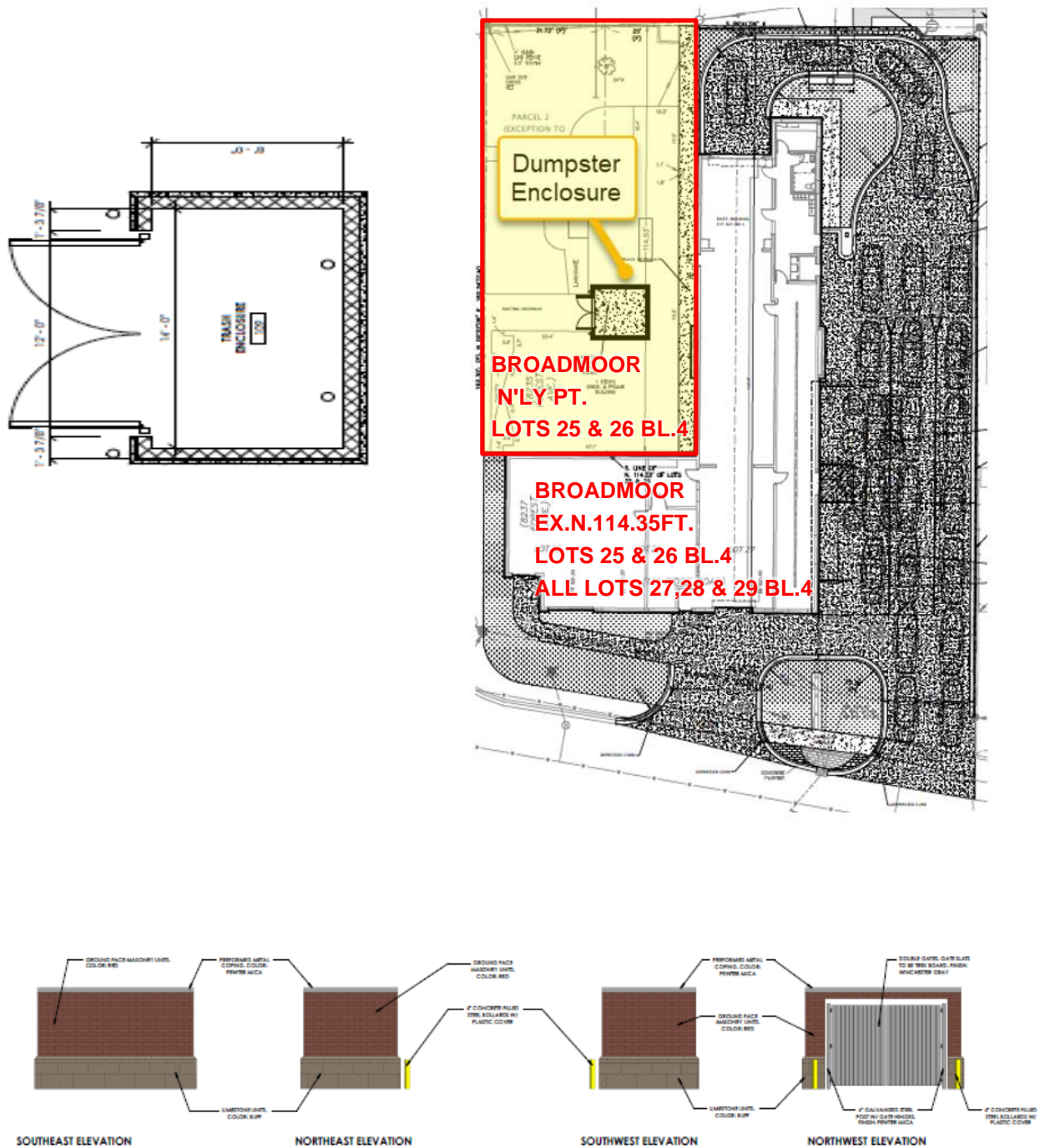


Figure 2 Off-site Dumpster location.

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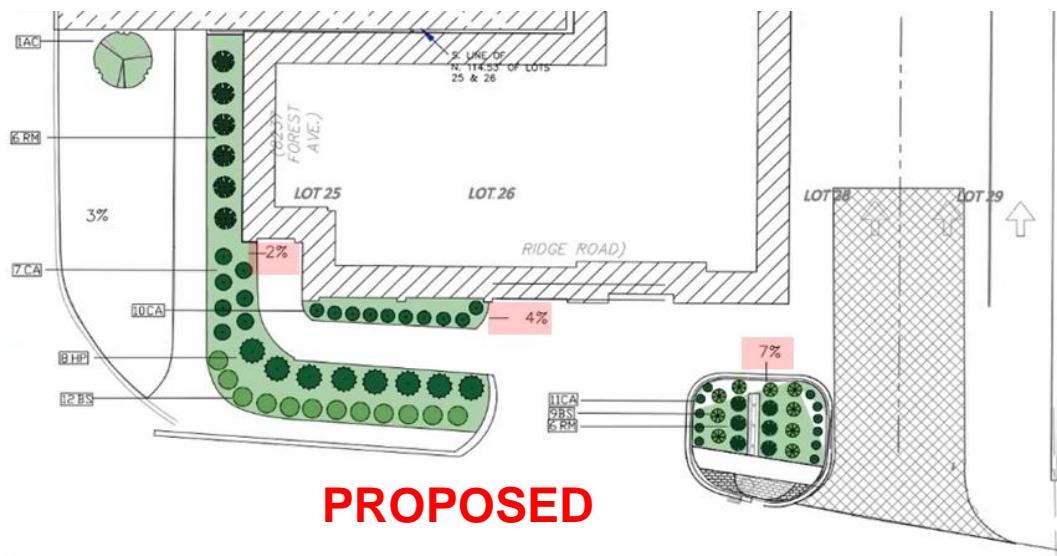
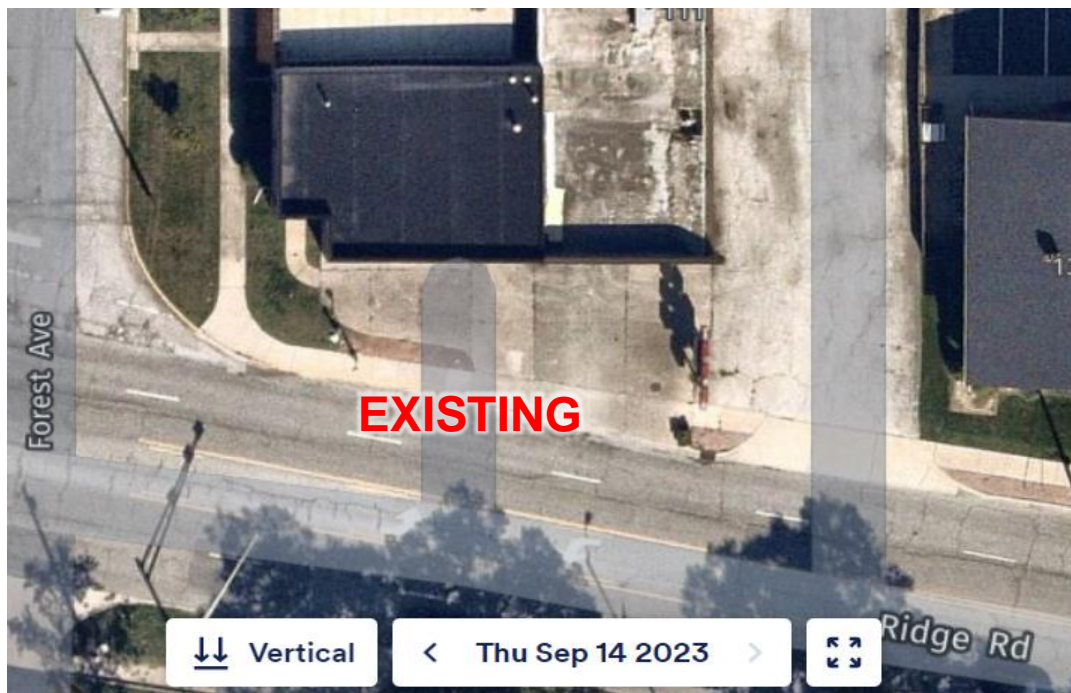
**LANDSCAPE PLAN 1<sup>st</sup> Lot Layer**

Figure 3 First lot layer Landscape Plan.

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## POLE SIGN and FACE SIGN DIMENSIONS



Figure 4 Proposed Signage.

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The Munster Character Based Zoning codes from which the petition is seeking variances from are:

**SECTION 26-6.405. O. 5. Trash Receptacle Requirements. (MZC pg. 256)**

*“Trash receptacles shall be provided for each Lot and shall be located in accordance with Section 26-6.405.O.6.”*

**TABLE 26-6.405. A-6: Private Landscaping and Fencing (MZC pg. 114)**

*“for all areas not covered by Structure, Parking Area, walkway, patio, terrace, or deck. If First Lot Layer  $\geq$  10 ft., minimum of 30% of 1st Lot Layer must be landscaped in compliance with Section 26-6.405.P. 1st Lot Layer may not be paved except for driveway and sidewalk.”*

**SECTION: 26-6.701 B. 5. c. i.: General Sign provisions (MZC pg. 333)**

*“The following materials are prohibited for Sign backgrounds, frames, supports, and ornamentation:  
i. Exposed metal poles and...”*

and

**TABLE 26-6.701 B. Dimensions (MZC pg. 349)**

*“Quantity (max): 1 per Building; Area 8 sf; Width / Height of Sign panel: max 48 in/max 40 in; Apex: 6 ft; Letter Height: max 10 in.”*

et seq.

**SECTION 26-6-6.122 D. 2. b.: Alteration, Enlargement, Extension, etc. of Nonconforming Buildings Structures, Improvements, or Signs. (MZC pg. 14)**

*“If a Nonconforming Sign is Altered after the date of this Article...the legal status of such Nonconforming Sign shall terminate and such Sign must conform to this Article...”*

**VARIANCE STANDARDS**

The variance process is established to provide relief to a property owner when, due to unique circumstances, compliance with the zoning code imposes a hardship or practical difficulty on a property owner. The BZA is under no obligation to grant a variance. It is the petitioner's responsibility to prove a hardship or practical difficulty. The BZA should ask the petition to address the criteria listed below.

**Section 26-6.804. I. Deviation from Standards & Requirements** (pg 392) of the Munster Zoning Code states that the basis for a variance is as follows:

g. General Standards.

A Variance may be granted only if the Decision-Making Authority has made the following determinations for such Variance:

- i. the practical difficulties or unnecessary hardships that would be incurred by strict application of the Use or Development standard, as applicable, are unique and not shared by all properties in the vicinity and are not self-imposed;
- ii. such Variance is the minimum Variance that will relieve such practical difficulties or unnecessary hardships, as applicable;
- iii. such Variance is in the spirit of the general purposes and intent of this Article as stated in Division 1; and
- iv. such Variance is so designed as to provide reasonable consideration to, among other things, the character of the neighborhood, District, or Civic Zone, the conservation of property values in the vicinity, and the guidance of Development in accordance with the Comprehensive Plan.

h. Specific to Development standards Variances:

A Variance from Development Standards may be approved or approved with conditions only if:

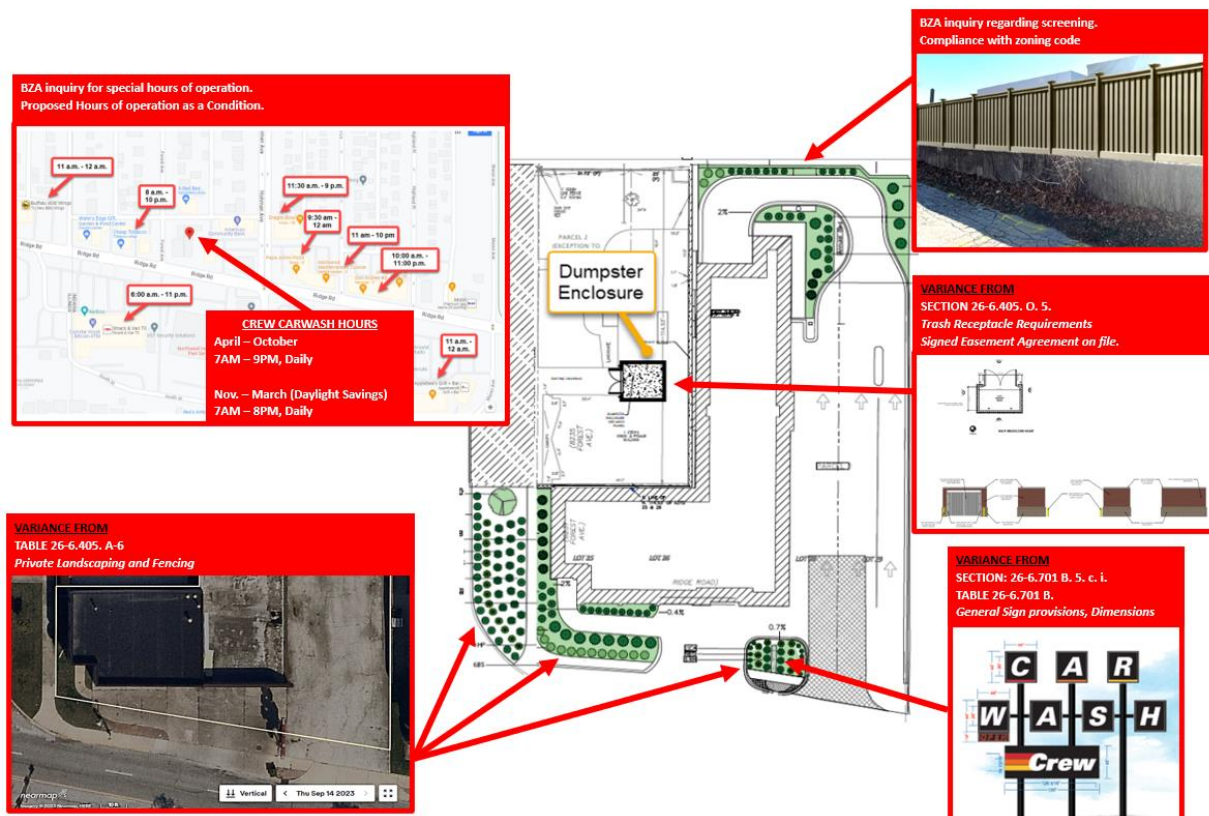
- i. it will not be injurious to the public health, safety, morals, and general welfare of the community;
- ii. the use and value of the area Adjacent to the property included in the Variance will not be affected in a substantially adverse manner; and
- iii. the strict application of the Development standards will result in practical difficulties in the use of the property.

**The applicant has addressed these criteria in the attached application.**

**STAFF FINDINGS and RECOMMENDATION**

Staff review of the subject site identifies the lot to be approximately 75 percent smaller than other nearby Crew Carwash facilities located in Merrillville and St. John. The established lot of record at the Munster location, along with the existing carwash structure, predate the adoption of the town's current zoning codes. The re-establishment of the former carwash may present practical difficulties for the site to fully comply with the strict application of the 30% first lot layer landscape requirements due to the location of the existing structure. In addition, the size of the lot limits the opportunity for a dumpster to meet the current bulk and design standards and be located on-site. The current exposed pole sign structure appears to have been designed to allow for vehicular line of site for customers exiting onto Ridge Road, while allowing for marketing of the location. Finally, from review of a historic ariel image, the sign and proportion of the lettering may have been part of the neighborhood character in 1978. It is the opinion of staff that the town's current zoning codes impact the preexisting structures and site design for the same land use and believes granting the variances requested will relieve such practical difficulties.

On November 14, 2023 the BZA inquired about hours of operation to help minimize impact to adjacent neighbors, including screening. The BZA requested the applicant work with staff to establish hours of operation as part of a Condition for approval. Staff has had various communication with the applicant and has reached a hybrid solution to include daily "winter hours" 7AM to 8PM with all other hours from 7AM to 9PM. In addition, the petition has identified additional screening in compliance with the Town's current codes.



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**MOTION**

The Board of Zoning Appeals may wish to consider one of the following motions:

1. *Motion to approve BZA 23-010 variances for an off-site dumpster location, reduced landscaped in the 1<sup>st</sup> lot layer, and an existing pole sign with dimension as presented, with the Condition that the carwash facility maintain 7AM to 9PM daily hours of operation except from the First Sunday in November through the second Sunday in March where daily hours of operation shall be 7AM to 8PM, including all discussion and findings.*

**EXHIBIT A**

Petition BZA \_\_\_\_\_ - \_\_\_\_\_

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

Application Fee: \$ \_\_\_\_\_

Sign Fee: \$ \_\_\_\_\_

**Town of Munster Board of Zoning Appeals Petition Application****OWNER INFORMATION:**Name of Owner Dahm LLCPhone Number 317-572-2408Street address, City, ST, ZIP Code 11700 Exit 5 Pkwy Fishers IN 46037Email address kraayner@crewcarwash.com**APPLICANT OR PETITIONER INFORMATION (if different than above):**Name of Applicant/Petitioner Katherine RaynerPhone Number 317-572-2408Street address, City, ST, ZIP Code 11700 Exit 5 Pkwy Fishers IN 46037Email address kraayner@crewcarwash.com**PROPERTY INFORMATION:**Business or Development Name (if applicable) Crew CarwashAddress of Property or Legal Description 111 Ridge Rd. Munster IN 46321Current Zoning CD4-A - carwash use**APPLICATION INFORMATION:**

Please select what this Application is for:

☒ **Variance**

If yes, select one of the following:

☐ **Use**☒ **Developmental Standards**☐ **Conditional Use**☐ **Administrative Appeal****Brief Description of Project and List of Variances or Conditional Uses Being Requested (if applicable):**Remodel of existing carwash facilityvariances requesting:1. offsite dumpster2. landscape percentagesName of Registered Engineer, Architect or Land Surveyor Gabriella FreitasPhone Number 219-281-3103Street address, City, ST, ZIP Code 1155 Troutwine Rd. Crown Point IN 46307Email address gmfreitas@dvgteam.com



Petition BZA \_\_\_\_\_ - \_\_\_\_\_

**Town of Munster** Board of Zoning Appeals Application Signature Page

I hereby authorize Katherine Rayner to act on my behalf as my agent in this petition and to furnish, upon request, supplemental information in support of this petition application.

Wm J. Dahn 8/22/23  
Signature of Owner Date

Katherine Rayner 8/22/23  
Signature of Applicant Date

## REQUIRED ATTACHMENTS

### Required Attachments for Board of Zoning Appeals Applications

To ensure that adequate information is provided to the BZA, please check off each of these items and provide documentation to the Community Development Department at the time of submittal of the application.

ALL APPLICATIONS	Included	N/A
Narrative statement describing project	<input checked="" type="checkbox"/>	
Property owner consent (Signature page)	<input checked="" type="checkbox"/>	
Proof of Ownership (e.g. copy of tax bill)	<input checked="" type="checkbox"/>	
Plat of Survey depicting current conditions	<input checked="" type="checkbox"/>	
Site Plan containing the following:		
Boundary identification	<input checked="" type="checkbox"/>	
Fire hydrant locations	<input checked="" type="checkbox"/>	
Accessory structures	<input checked="" type="checkbox"/>	
Parking lot design	<input checked="" type="checkbox"/>	
Utility location	<input checked="" type="checkbox"/>	
Building footprints	<input checked="" type="checkbox"/>	
Proposed curb cuts	<input checked="" type="checkbox"/>	
Drainage/detention plans	<input checked="" type="checkbox"/>	
Traffic circulation	<input checked="" type="checkbox"/>	
Ingress/egress locations	<input checked="" type="checkbox"/>	
Major topographic information	<input checked="" type="checkbox"/>	
Infrastructure improvements	<input checked="" type="checkbox"/>	
Conditions of Approval Form (Note: complete the form specific to your petition)*	<input checked="" type="checkbox"/>	
Any other information that the BZA may find useful in determining whether the application is merited.		

\* Unique conditions have been established for special use permits for public garages, gas filling stations, used car lots, garden centers, massage parlors, adult bookstores, tattoo parlors, adult cabarets, and outdoor dining areas. Community Development staff will advise potential applicants of these at the pre-application meeting.

**NOTE: If you checked any exhibits "N/A", please explain:**

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## DEVELOPMENTAL VARIANCE CONDITIONS OF APPROVAL

The Munster Board of Zoning Appeals is authorized to hear petitions for developmental standards variances and to approve or deny. The Board of Zoning Appeals may also impose reasonable conditions and restrictions. Indiana Code 36-7-4-918.5 lists the legal criteria for a developmental standards variance:

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community. Explain why this statement is true in this case:

Dumpster enclosure will not be injurious to public health due to having a safe and accessible access point on the property.

Landscaping will be added all around the property and enclosed by curbing.

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner. Explain why this statement is true in this case:

The value of the area will increase because the new state of the art crew carwash will replace the existing abandoned old wash.

3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. Explain why this statement is true in this case:

The existing lot size hinders modern and safe carwash development, therefore this development needs these variances.

***Attach additional pages if necessary***

## **EXHIBIT B DUMPSTER AGREEMENT**

### **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this “*Easement*”) is made and entered into effective this \_\_\_ day of November, 2023, by and between **DAHM NO. 63, LLC, an Indiana limited liability company (“Grantor”)**, and **DAHM ACQUISITION, LLC, an Indiana limited liability company (“Grantee”)**, under the circumstances set forth below.

#### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain real estate located in Lake County, Indiana, commonly known as 8235 Forest Avenue, Munster, Indiana, the legal description of which is shown on Exhibit “A” attached hereto and made a part hereof (the “*Grantor Tract*”);

**WHEREAS**, Grantee is the owner of certain real estate located in Lake County, Indiana, commonly known as 111 Ridge Road, Munster, Indiana, immediately adjacent to the Grantor Tract, the legal description of which is shown on Exhibit “B” attached hereto and made a part hereof (the “*Grantee Tract*”);

**WHEREAS**, Grantee is renovating the existing building improvements located on the Grantee Tract and will be operating in the future a self-service carwash and related improvements on the Grantee Tract; and

**WHEREAS**, Grantor has agreed to allow Grantee to locate and use a trash receptacle and related improvements on the Grantor Tract, subject to the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the recitals above and the covenants contained herein and for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee mutually agree as follows:

1. **Grant of Easements**. Grantor, as owner of the Grantor Tract, hereby grants, transfers and conveys to Grantee and reserves unto and for itself, as owner of the Grantor Tract, a perpetual, non-exclusive easement over, upon, under and across the Grantor Tract.

2. **Scope of Easement**. The easement granted pursuant to Paragraph 1 above shall be for use by, and for the benefit of, Grantor and Grantee as the respective owners of the Grantor Tract and Grantee Tract, and their lessees, visitors, contractors, guests, permittees, invitees, successors and assigns. Said easement and all rights in and to such easement are granted, declared, and created for the purpose of providing continuous and uninterrupted access, and the right to

install and maintain a dumpster and dumpster pad on the Grantor Tract. The burdened parcel is the Grantor Tract, and the benefited parcel is the Grantee Tract. Said easement herein granted shall not terminate or otherwise expire or be extinguished except as otherwise specifically described in this Agreement or as otherwise agreed to in a written and recorded instrument executed by each of the parties hereto, or their respective successors or assigns.

3. **Repair and Maintenance.** Grantor agrees that it shall maintain, service, repair, and replace any roadways, driveways, entrances, and dumpster pads used by Grantee in connection with its use of the easement granted in Section 1 above. Such maintenance and repair responsibilities shall include (i) promptly removing, to the extent reasonably practicable, all snow, ice, and surface waters; and (ii) maintaining the surfaces in a level, smooth and evenly covered condition.

4. **Damage to Easement.** To the extent any damage occurs to the easement parcel or any improvements located within the Grantor Tract caused by or arising out of the direct, negligent, intentional or reckless acts of Grantor or Grantee, as the case may be, or their respective agents, employees, lessees or contractors, then the party hereto who is responsible for the damage shall be solely responsible for the actual costs and expenses incurred in maintaining and repairing, or replacing if necessary, any damage to the property within the easement parcel. The same shall hold true where the damage occurs during the course of construction of improvements, unrelated to improvements within the easement parcel, upon the Grantor Tract or Grantee Tract.

5. **Remedies.** In addition to any remedies that may be available at law, temporary, preliminary and permanent injunctive relief may be granted to enforce any provision of this Easement, without the necessity of proof of actual damage, in the event of an actual breach or violation, or a threatened breach or violation, of any restriction or covenant under this Easement. Such remedies shall be cumulative and non-exclusive and shall be afforded to any owner of the Grantor Tract and Grantee Tract. In the event of litigation, the non-prevailing party shall assume and be responsible for the fees, costs and expenses incurred by the prevailing party including, but not limited to, reasonable attorneys' fees and court costs.

6. **Deeds of Record.** The most recent deed of record for the Grantor Tract was recorded in the Office of the Recorder of Lake County, Indiana (the "***Recorder's Office***") as Document Number 2022-528904. The most recent deed of record for Grantee Tract was recorded in the Recorder's Office as Document Number 2022-\_\_\_\_\_

7. **Interference with Easement.** The Grantor and Grantee mutually agree not to interfere with, place any improvements and objects on, or otherwise obstruct, impede, or interfere with the other's reasonable use and enjoyment of the Driveway, except in accordance with the terms of this Easement.

8. **Successors and Assigns.** It is hereby agreed that this Easement shall run with the Grantor Tract and Grantee Tract, and any conveyances thereof in the future, and shall be binding upon and shall inure to the benefit of Grantor and Grantee as the respective owners of the Grantor Tract and Grantee Tract, and their respective successors and assigns, subject to the terms, provisions and limitations herein.

9. **Severability.** Invalidity or unenforceability of any covenant, condition, term or provision in this Easement shall not affect the validity and enforceability of any other covenant, condition, term or provision in this Easement.

10. **Applicable Law.** This Easement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Indiana.

11. **Recording.** This Easement, when executed by the parties hereto, shall be recorded in the Recorder's Office.

**IN WITNESS WHEREOF**, the parties hereto have executed this Temporary Access Easement Agreement as of the effective date above set forth.



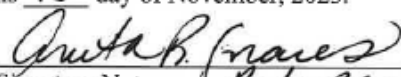
**GRANTOR****DAHM NO. 63, LLC**

By: Dahm Property, LLC, its sole member

By:   
William J. Dahm, ManagerSTATE OF INDIANA     )  
  )SS  
COUNTY OF Marion     )ANITA R GRAVES  
Notary Public  
**SEAL**  
Marion County, State of Indiana  
My Commission Expires September 04, 2024

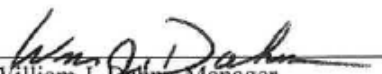
Before me, a Notary Public in and for said County and State, personally appeared William J. Dahm, the Manager of Dahm Property, LLC, the sole member of Dahm No. 63, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Temporary Access Easement Agreement on behalf of said entity, and who, having been duly sworn, stated that the representations contained in it are true.

Witness my hand and Notarial Seal this 13 day of November, 2023.

  
Signature Notary: Anita R. Graves  
Notary Public Indiana, County of Allen ~~Marion~~  
My Commission Expires: Sept 4, 2024

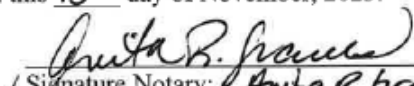
**GRANTEE****DAHM ACQUISITION, LLC**

By: Dahm Property, LLC, its sole member

By:   
William J. Dahm, ManagerSTATE OF INDIANA     )  
  )SS  
COUNTY OF MARION     )ANITA R GRAVES  
Notary Public  
**SEAL**  
Marion County, State of Indiana  
My Commission Expires September 04, 2024

Before me, a Notary Public in and for said County and State, personally appeared William J. Dahm, the Manager of Dahm Property, LLC, the sole member of Dahm Acquisition, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Temporary Access Easement Agreement on behalf of said entity, and who, having been duly sworn, stated that the representations contained in it are true.

Witness my hand and Notarial Seal this 13 day of November, 2023.

  
Signature Notary: Anita R. Graves  
Notary Public Indiana, County of ~~Allen~~ MARION  
My Commission Expires: Sept 4, 2024

THIS INSTRUMENT prepared by and when recorded return to Joshua C. Neal, Attorney No. 23697-02, Barrett McNagny, LLP, 215 East Berry Street, P.O. Box 2263, Fort Wayne, Indiana 46801-2263.

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

**Exhibit "A"**  
**Legal Description for the Grantor Tract**

The north 114.35 feet of Lots 25 and 26, Block 4, Broadmoor, in the Town of Munster, as shown in Plat Book 18, Page 3, in Lake County, Indiana.

**Exhibit "B"****Legal Description for Grantee Tract**

Lots 25 and 26, EXCEPT the North 114.35 feet thereof, and all of Lots 27, 28, and 29, in Block 4, in Broadmoor, in the Town of Munster, as per plat thereof recorded in Plat Book 18 page 3, in the Office of the Recorder of Lake County, Indiana.

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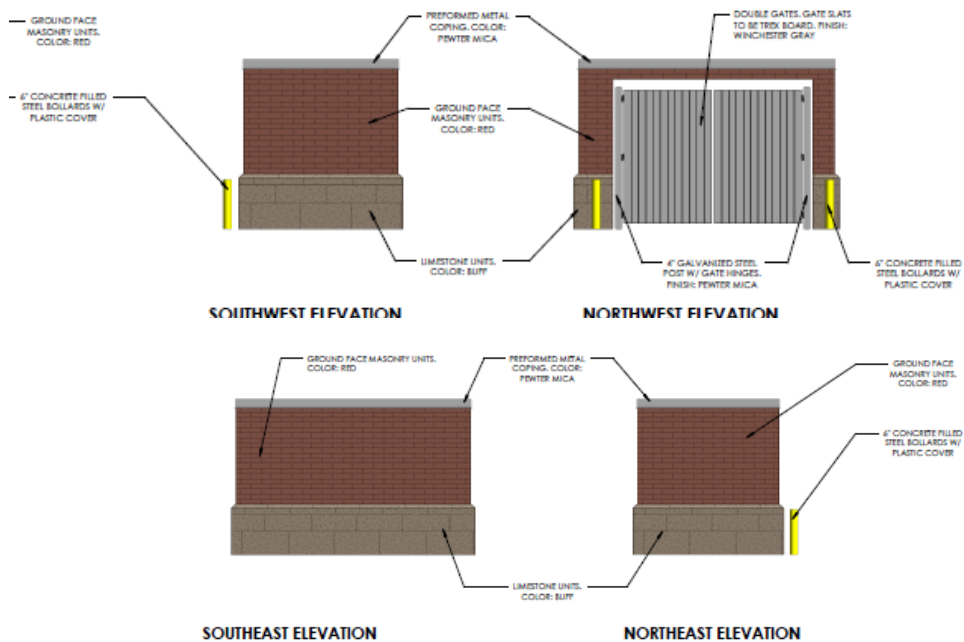
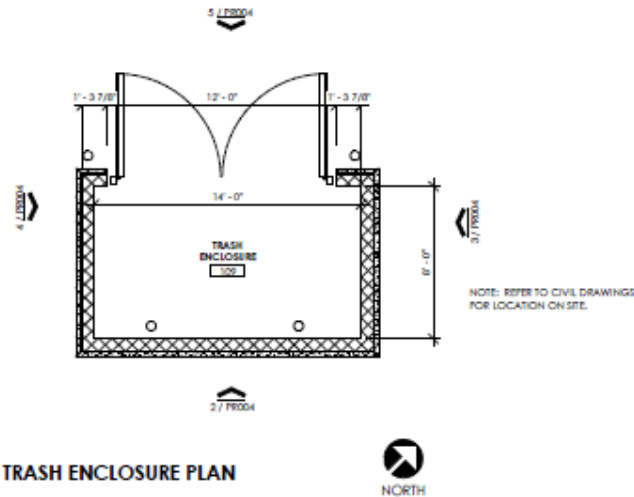
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## EXHIBIT C DUMPSTER DESIGN



### SITE ENCLOSURE PLAN & ELEVATIONS

CREW CARWASH, INC.  
111 Ridge Rd  
Munster, IN 46321

08/11/23  
PROJECT  
1/4" = 1'-0"



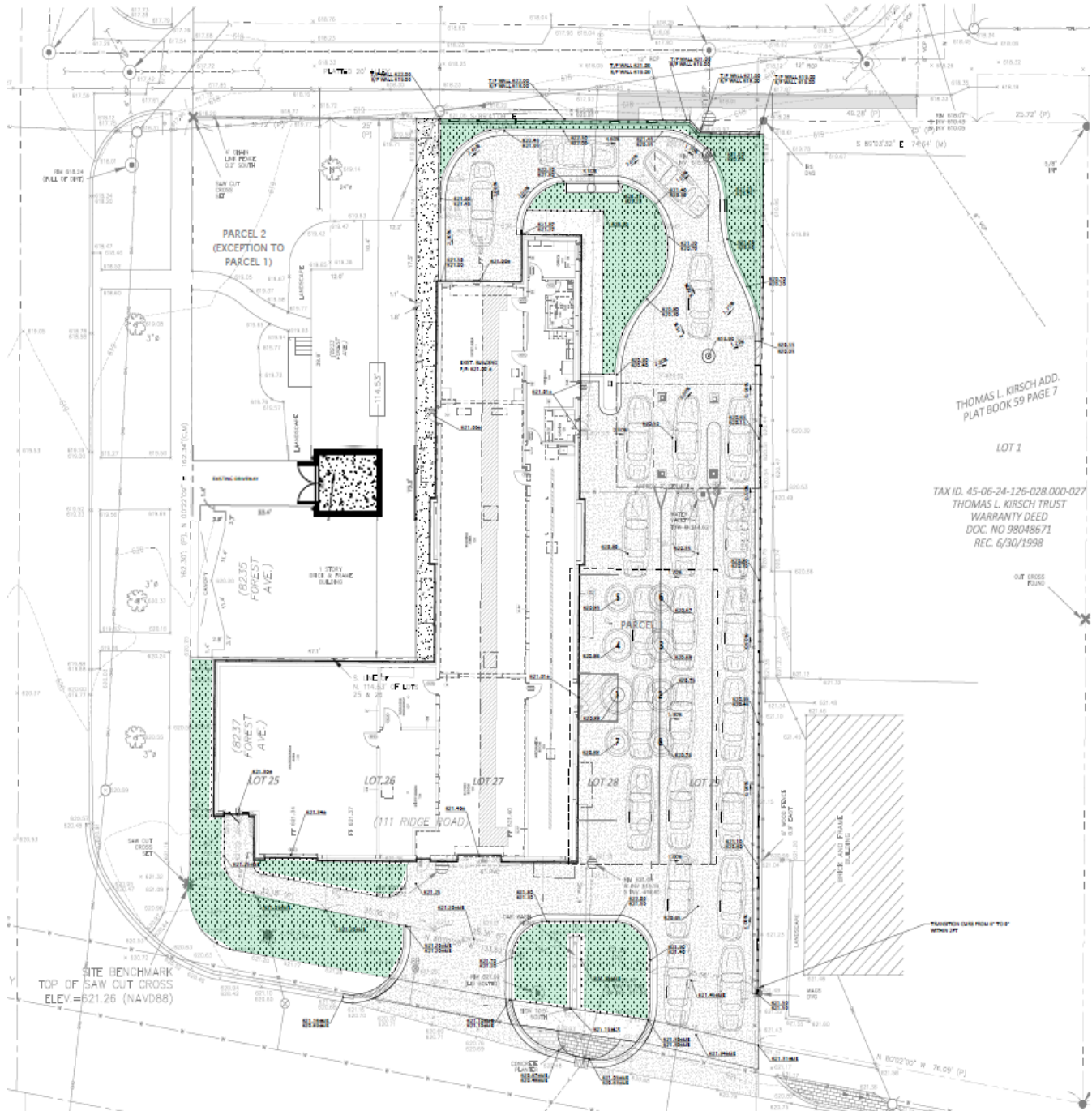
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## EXHIBIT D CREW CARWASH SITE PLAN



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