



PLAN COMMISSION STAFF REPORT

REVISED 1.11.2021

To: Members of the Plan Commission

From: Tom Vander Woude, Planning Director

Meeting Date: January 12, 2021

Agenda Item: PC Docket No. 21-001

Hearing: n/a

Application Type: **SUBDIVISION – FINAL PLAT**

Summary: PC 21-001 Maple Leaf Crossing LLC requesting final plat approval for the Maple Leaf Crossing subdivision, a Planned Unit Development located 9450 Calumet Avenue.

Applicant: Maple Leaf Crossing LLC

Property Address: 9450 Calumet Avenue

Current Zoning: Planned Unit Development

Adjacent Zoning: North: SD-M
South: SD-M/PUD
East: CD-4.A
West: SD-M

Action Requested: Approve final plat

Additional Actions Required: N/A

Staff Recommendation: **Approval**

Attachments: Maple Leaf Crossing final plat prepared by Torrenga Engineering, Inc. dated 12.14.2020
THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT between the Town of Munster and Maple Leaf Crossing LLC

BACKGROUND

Maple Leaf Crossing LLC has applied for final plat approval for the Maple Leaf Crossing subdivision, a planned unit development (PUD) located at 9450 Calumet Avenue. In May 2020, the Plan Commission granted preliminary plat approval for this subdivision contingent upon staff review and approval of the engineering plans. In July 2020, the Plan Commission voted to issue a favorable recommendation to the Town Council to approve the associated PUD amendment. The Town Council issued final approval for the PUD in that same month.

The preliminary plat approval permits the installation of public improvements, but no structures may be constructed on the property until the final plat has been approved and recorded with Lake County.

DISCUSSION

Staff has reviewed the final plat and finds it to be substantially similar to the approved preliminary plat.

Final plat approval is to be granted by the Plan Commission upon the following:

1. Verification of completion of improvements.
All public improvements that have been completed shall be inspected, determined to be constructed in accordance with Town standards, and accepted by resolution by the Town Council.
2. Bond in lieu of completion of improvements.
If there are any improvements that have not been completed or have not been accepted by the Town Council, the applicant must provide a bond or similar surety in an amount to cover their completion.
3. Guarantee of improvements.
All improvements must be accompanied by a written guarantee of all improvements against any defects or imperfections, at the developer's own expense and cost, for a period of two years following acceptance by the Town Council. This must be accompanied by a bond or similar surety in an amount equal to 15% of the improvements and an accurate set of as built drawings.

The public improvements for Maple Leaf Crossing consist of the following:

- The construction of Maple Leaf Boulevard, a public road providing access into the site from Calumet Avenue, including drainage, landscaping, and a multi-use path.
- A signalized intersection and associated improvements at the intersection of Maple Leaf Boulevard.
- Minor modifications to the Calumet Avenue right-of-way.

Public Improvements

As of the writing of this memo, the applicant has not completed any of the public improvements.

Bond Requirements

The applicant has represented that the cost of the public improvements is unknown at this time and cannot be bonded for. In response, the Town Council on January 7, 2021 approved the attached Third Amendment to the Development Agreement between the Town and Maple Leaf Crossing LLC.

This amendment provides that – in the event that developer does not install the public improvement - the Town may undertake the construction of the public improvements and be reimbursed by the proceeds of a bond that would otherwise have been paid to Maple Leaf Crossing LLC as a development incentive. This mechanism is directly analogous to the traditional bonding for public improvements.

An executed copy was not available at the time of the writing of this memo.

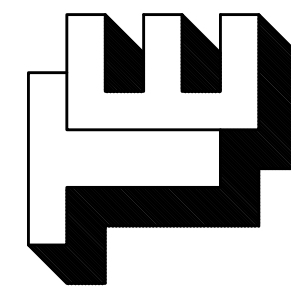
The amendment was prepared jointly by the applicant and Town Attorney Dave Westland. Both Mr. Westland and Plan Commission Attorney David Wickland have stated that this agreement can satisfy the bonding requirement by serving as the “similar surety” identified in Indiana statute and the Town of Munster subdivision ordinance.

MOTION

The Plan Commission may wish to consider the following motion:

Motion to approve PC 21-001, granting final plat approval for the Maple Leaf Crossing subdivision, a Planned Unit Development located 9450 Calumet Avenue.

A PLANNED UNIT DEVELOPMENT TO THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA



TORRENGA ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
907 RIDGE ROAD, MUNSTER, INDIANA 46321
Tel. No.: (219) 836-9918
website: www.torrengea.com

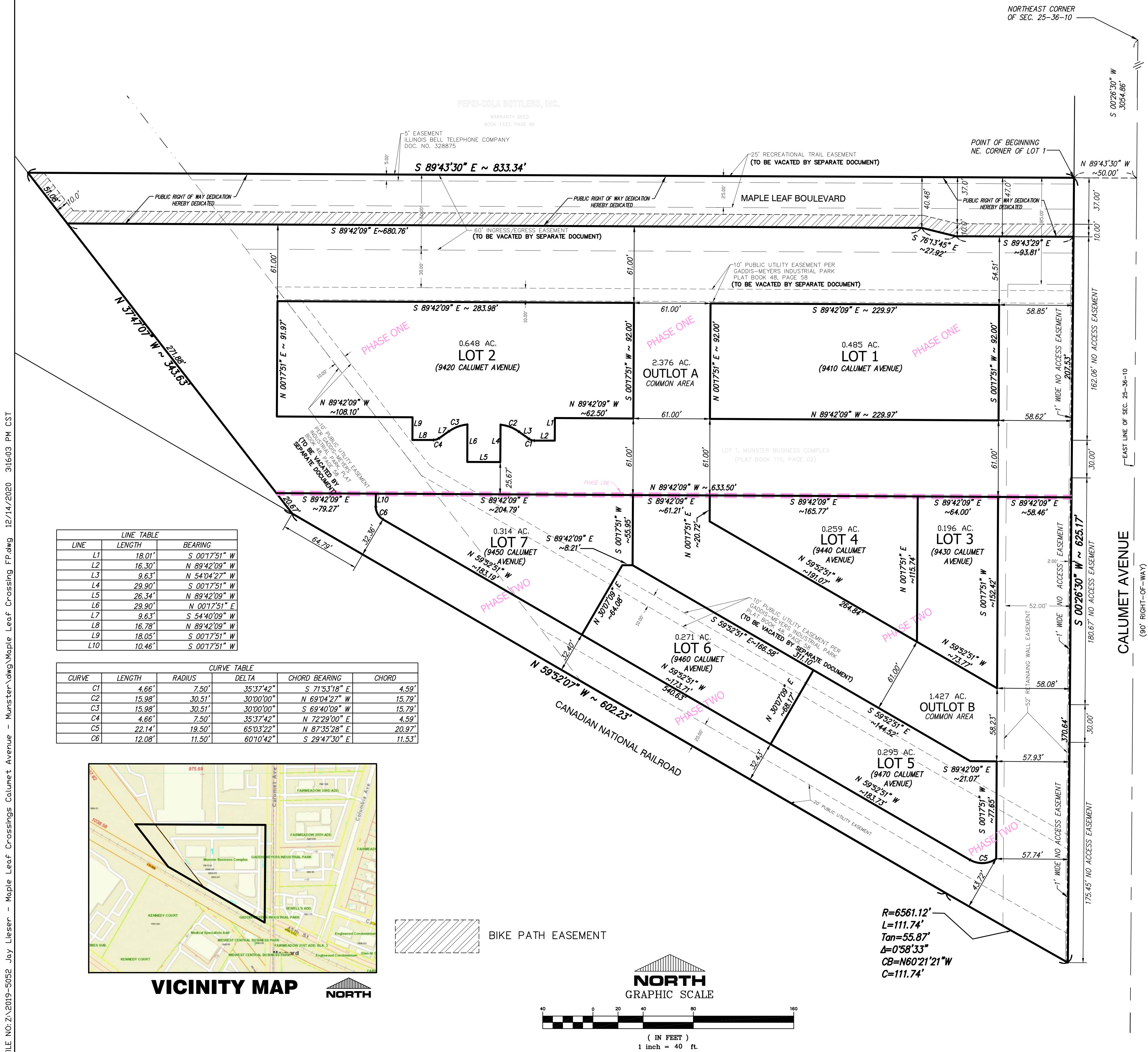
MAPLE LEAF CROSSING
A PLANNED UNIT DEVELOPMENT TO THE
TOWN OF MUNSTER, LAKE CO., INDIANA
FINAL PLAT

REVISIONS:

CLIENT: Maple Leaf Crossing, LLC
400 Fisher Avenue
Munster, Indiana 46321

JOB NO: 2019-5052

SHEET
1 of 1



Being a resubdivision of Lot 1 in Munster Business Complex, a Planned Unit Development, to the Town of Munster, as per Plat thereof, recorded in Plat Book 110, page 2, in the Office of the Recorder of Lake County, Indiana, and part of the Southeast Quarter of Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, lying North of Canadian National Railroad right-of-way (100 feet wide) and West of Calumet Avenue (90 feet wide); being more particularly described as follows:

Commencing at the Northeast corner of said Section 25; thence South 00° 26' 30" West, along the East line of said Section 25, a distance of 3,054.86 feet; thence North 89° 43' 30" West, along the North line of said Lot 1 extended East, a distance of 1,000.00 feet; thence North 89° 43' 30" East, along the East line of said Lot 1 extended East, a distance of 1,000.00 feet; thence East along the East line of said Lot 1 and also being the West right-of-way line of Calumet Avenue, a distance of 625.17 feet to a point on a curve, said point also being the North line of the Canadian National Railroad right-of-way; thence Northwest along a curve concave to the Northeast, along the North line of said Canadian National Railroad right-of-way and having a radius of 6,561.12 feet (the chord of which bears North 60° 21' 21" West, a chord distance of 111.74 feet), an arc distance of 111.74 feet to a point on a curve, said point also being the North line of said Canadian National Railroad right-of-way and having a radius of 602.23 feet; thence North 37° 47' 07" West, a distance of 343.63 feet; thence South 89° 43' 30" East, a distance of 833.34 feet to the point of beginning, containing 7.049 acres, more or less, all in the Town of Munster, Lake County, Indiana.

STATE OF INDIANA)
) §
COUNTY OF LAKE)

We, the undersigned, Maple Leaf Crossing, LLC, do hereby certify that we are the owner of the property herein described and that of its own free will and accord has caused said property to be surveyed and subdivided into lots, blocks and streets as heron shown.

This subdivision shall be known and designated as MAPLE LEAF CROSSING, a Planned Unit Development to the Town of Munster. All streets and easements shown and not heretofore dedicated, are hereby dedicated, to the Town of Munster.

Maple Leaf Crossing, LLC

Jack Lieser, Principa

[illegible]

Before me, the undersigned Notary Public, in and for the County and State aforesaid, personally appeared Jack Lieser, on behalf of Maple Leaf Crossing, LLC, personally known to me to be the same persons who signed the attached certificate and acknowledged to me that he executed the same as his own free act and deed.

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

My Commission expires: _____
County of Residence: _____ Notary Public

[illegible]

Submitted to, approved and accepted by the Plan Commission of the Town of Munster, Lake County, Indiana, this _____ day of _____, 20____.

PLAN COMMISSION OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA

Chairman: _____ ATTEST: _____
Executive Secretary: _____

[illegible]

I, Gary P. Torrenza, hereby state that I am a registered Land Surveyor, licensed in compliance with the laws of the State of Indiana; and that to the best of my knowledge, information and belief, the plat within represents a survey made under my direction in accordance with Title 865, Article 1, Rule 12 of the Indiana Administrative Code. The field work for said survey was completed on March 25, 2020; that this plat correctly represents said survey and that all dimensions, linear and angular are correctly shown, and that all monuments or markers shown thereon actually exist, and that their locations, size, type and description are accurately shown. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Witness my hand and Seal this _____ day of _____, 20_____

TORRENGA ENGINEERING, INC.

Gary P. Torrenga - Registered L.S. #S0514

UTILITY EASEMENTS:

An easement is hereby granted to the Town of Munster, Indiana, SBC, AT&T, Northern Indiana Public Service Company and other companies identified by the Munster Town Board as supplying public service needs presently and their respective successors and assigns to install, lay, erect, construct, renew, operate, repair, replace and maintain sewers, water mains, gas, electric, cable television, telephone and television service conduits, pipes, appurtenances, appurtenances, poles, wires, long and over the top strip of land designated by dotted lines on the plat hereinabove referred to as "easements for public utilities" for the purpose of serving the public in general with sewer, water, gas, electric, telephone and television service, including aerial right as to streets where necessary with aerial service wires to adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. Any fences, trees, bush toppings, vegetation improvements or other potential obstacles to the use of easements shown upon the subdivision plat shall be placed at the risk of the property owner. The easements shall extend under and over the surface of the land and include the right to change the grade of the lot. Changes of yard elevations in easements from those established upon the subdivision plat or noted on plats submitted and approved when building permits are issued that adversely impact drainage of adjoining lots shall be subject to regrading at the owner's expense. All designated utility easements are also hereby dedicated as drainage easements.

FLOOD STATEMENT:

As taken from FEMA Flood Insurance Rate Map (FIRM), Community-Panel Number 18089C0117E, Effective Date January 18 2012, this property is in Flood Zone X, areas determined to be outside the 0.2 % annual chance floodplain.

OUTLOT A & OUTLOT B (COMMON AREA):

Each Lot (Lots 1 through 7) shall have an unlimited, non-exclusive easement to Outlot A and Outlot B for the purpose of Ingress-Egress and parking.

THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT

This agreement is entered into this ____ Day of January, 2021, by and between Maple Leaf Crossing, LLC, the Town of Munster, the Town of Munster Redevelopment Commission and the Town of Munster Economic Development Commission (collectively the “Munster Parties” herein).

RECITALS

WHEREAS, Maple Leaf Crossing, LLC, and the Munster Parties entered into a Development Agreement for the Maple Leaf Crossing Project on June 3, 2019; and

WHEREAS the Munster Town Council passed Ordinance No. 1803 which incorporated the Approved Development Plan and Development Standards on July 20, 2020 which requires Maple Leaf Crossing, LLC, to construct Maple Leaf Boulevard; and

WHEREAS, the Town of Munster ordinances require subdivision developers to post a bond in lieu of completion of public improvements in an amount sufficient to complete improvements and installations as set forth in the Subdivision Plat that is considered for Secondary/Final Approval by the Munster Plan Commission; and

WHEREAS, the anticipated costs to construct the public improvement, Maple Leaf Boulevard, are not yet known so the Parties are unable to determine an amount for the bond sufficient to cover the cost of that public improvement; and

WHEREAS, Maple Leaf Crossing, LLC. is prepared to submit its plat for Secondary/Final Plat approval to the Munster Plan Commission; and

WHEREAS, the Munster Plan Commission has the authority to waive the condition of a bond for public improvements and may grant Final/Secondary Plat approval without requiring the bond.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Maple Leaf Crossing, LLC, agrees to take no payment on the Phase I Bonds authorized by the Development Agreement until Maple Leaf Boulevard is completed;
2. Maple Leaf Crossing, LLC, authorizes the Town of Munster to use the proceeds from the Phase I Bonds and reduce the amount owed to Maple Leaf Crossing, LLC. owed on bond payments to complete Maple Leaf Boulevard in the event Maple Leaf Boulevard is not completed by July 1, 2022; and,
3. If approved by the Munster Plan Commission, the Munster Parties hereby waive the requirement for Maple Leaf Crossing, LLC, to post a bond in lieu of completion of Maple Leaf Boulevard.

Agreed and entered into on the date first recited above.

TOWN OF MUNSTER, INDIANA

By: _____
Lee Ann Mellon, President

ATTEST:

Wendy Mis, Clerk-Treasurer

TOWN OF MUNSTER
REDEVELOPMENT COMMISSION

By: _____

Title: _____

ATTEST:

By: _____
Secretary

TOWN OF MUNSTER ECONOMIC
DEVELOPMENT COMMISSION

By: _____

Title: _____

ATTEST:

By: _____
Secretary

MAPLE LEAF CROSSING, LLC.
an Indiana Limited Liability Company

By: _____

Title: _____