



PLAN COMMISSION STAFF REPORT

To: Members of the Plan Commission

From: Sergio Mendoza, Planning Director

Meeting Date: December 12, 2023

Agenda Item: PC 23-027

Application Type: Performance Surety for Final Plat

Hearing: Other Items/Continued Discussion

Summary: Attorney Scott Yahne, representing FLOYDS CONCERNS LLC, is seeking a favorable recommendation to the Town Council to accept a Performance Surety Bond for 3 FLOYDS SECOND CONSOLIDATION FINAL PLAT for the public improvement of a sidewalk.

Applicant: Attorney Scott Yahne representing Three Floyds

Property Address: 9750 Indiana Parkway

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

Adjacent Zoning: North: CD-4B - General Urban - B Character District
South: SD-4A General Urban-A Character District
East: CD-4B - General Urban - B Character District
West: CD-3.R2 - Neighborhood - 60' Lot One Family Residence District

Action Requested: Favorable recommendation to accept Performance Surety Bond

Actions Required: Surety Review and recommendation to Town Council

Staff Recommendation: Forward a favorable recommendation to the Town Council

Attachments:

1. Performance Surety Bond, Exhibit A (pg 5)
2. Final Plat of 3 FLOYDS SECOND CONSOLIDATION, Exhibit B (pg 8)



Figure 1 Subject Property.

PROJECT BRIEFING

Attorney Scott Yahne, representing Floyds Concerns LLC, properties (see figure 1) received approval to replat four lots of records into two lots of records through a subdivision process and record: 3 FLOYDS SECOND CONSOLIDATION, Lot 1 and Lot 2 (see figure 2). The four lots of record to be replated are:

- MIDWEST CENTRAL INDUSTRIAL PARK UNIT 1 LOT 13
- MIDWEST CENTRAL INDUSTRIAL PARK UNIT 1 LOT 16
- 3 FLOYD'S CONSOLIDATION LOT 1
- 3 FLOYD'S CONSOLIDATION LOT 2

Midwest Central Industrial Park Unit 1, Lot 13 and Lot 16, along with 3 Floyd's Consolidation, Lot 1
 were replated and recorded as:

LOT 1 of 3 FLOYDS SECOND CONSOLIDATION

3 Floyd's Consolidation, Lot 2 was replated as:

LOT 2 of 3 FLOYDS SECOND CONSOLIDATION

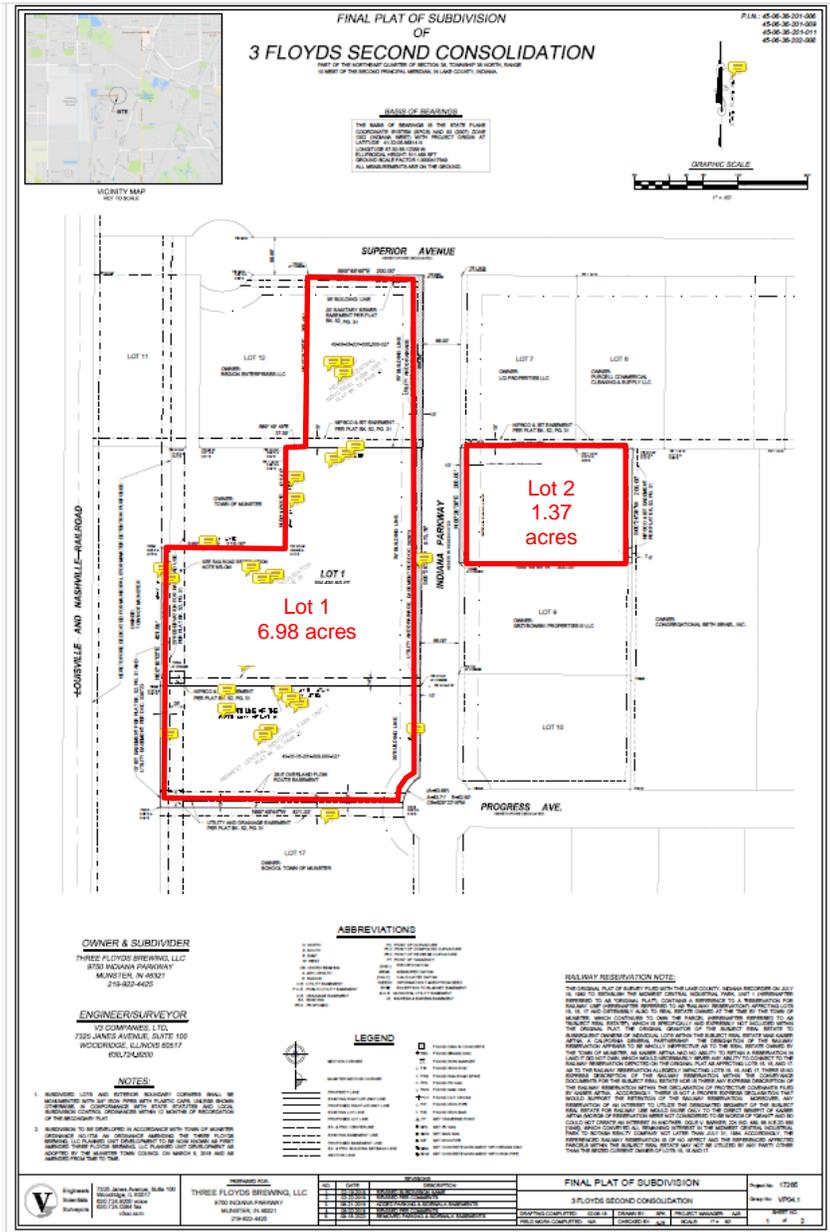


Figure 2 Proposed Final Subdivision Plat of 3 FLOYDS SECOND CONSOLIDATION

MUNSTER SUBDIVISION 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 finds the Performance Surety Bond meets the Town of Munster subdivision requirements and supports the Plan Commission November 14, 2023 motion to grant Final Plat Approval contingent upon a performance surety be secured for the public improvement of a sidewalk. A Performance Surety Bond in the amount of \$20,000.00 has been secured in the Office of the Clerk-Treasurer.

MOTION

The Plan Commission may consider the following motion:

Motion to send a favorable recommendation to the Town Council to accept a Performance Surety Bond in the amount of Twenty Thousand Dollars and Zero Cents for 3 FLOYDS SECOND CONSOLIDATION FINAL PLAT for the public improvement of a sidewalk.

EXHIBIT A
PERFORMANCE SURETY BOND

THE CINCINNATI INSURANCE COMPANY
Performance Bond

Bond No.: CBE1035901

KNOW ALL BY THESE PRESENTS, that

Floyds Concern, LLC located at 3750 Indiana Pkwy, Munster, IN 46321-4004, as Principal, and The Cincinnati Insurance Company located at 6200 South Gilmore Road, Fairfield, Ohio 45014, existing under the laws of the state of Ohio and authorized to do business in the State of _____, as Surety, are held and firmly bound unto Town of Munster located at _____, as Obligee, in the full and just penal sum of Twenty Thousand Dollars and Zero Cents (\$ 20,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we hereby bind ourselves, successors, heirs, representatives and assigns.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that WHEREAS, the Principal is required to perform certain obligations with the following description:
Sidewalk permit work

according to the terms and conditions of the Obligee's permit/contract, the satisfactory completion of which is required to be guaranteed by security as a condition of the approval; and

WHEREAS, this bond shall become effective on 12/1/2023, and shall continue in effect unless released in writing by the Obligee or cancelled as provided herein.

IT IS FURTHER AGREED AND UNDERSTOOD, that

- (1) No party other than the Obligee shall have rights hereunder against the Surety; and
- (2) Regardless of the number of years this bond shall remain in force, the number of claims made or the sum of premiums paid, the aggregate liability of the Surety shall be limited to the penal sum of this bond and reduced by any payment or payments made by the Surety hereunder to the extent of such payment or payments; and
- (3) The Surety reserves the right to cancel this bond by giving thirty (30) days written notice to the Obligee and on the effective date of such thirty (30) day cancellation notice, the Surety is discharged and relieved of any liability, it being understood and agreed, however, that the Principal and Surety will be liable for any loss accruing up to the effective date of said cancellation notice, in no event, however, in excess of the penalty of the bond; and
- (4) Cancellation by the Surety shall not be construed as a default by either the Surety or the Principal recoverable under this bond.

NOW THEREFORE, if the said Principal shall perform all undertakings and obligations described above according to the terms and conditions of the permit/contact and shall indemnify and save harmless the Obligee from all related costs and damages then this obligation shall be null and void, otherwise to remain in full force and effect.

SINED, SEALED AND DATED on this 21st day of November, 20 23.

Principal: Floyds Concern, LLC

By: [Signature] FOUNDER/PRESIDENT
Name and Title:

Surety: THE CINCINNATI INSURANCE COMPANY

By: [Signature]
Attorney-in-Fact: Thomas A Pampalone



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

CBK1035901

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Thomas A Pampalone

of Merrillville IN their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Twenty Thousand Dollars \$ 20,000.00

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 21st day of November, 2023



Ed H.

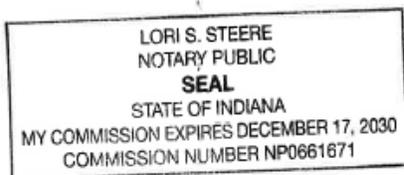
BN-1457 (3/21)

STATE OF INDIANA

COUNTY OF LAKE

I, Lori S. Steere, Notary Public of Lake County, in the State of Indiana do hereby certify that Thomas A. Pampalone, Attorney-in-Fact, of the Cincinnati Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Cincinnati Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Merrillville in said County, this 21st day of November A.D. 2023



Lori S. Steere
Notary Public

12/17/2030
My Commission Expires

Lake
County of Residence

Commission Number: NP0661671

**FINAL PLAT OF SUBDIVISION
OF
3 FLOYDS SECOND CONSOLIDATION**
PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE
EAST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

OWNER'S CERTIFICATE

STATE OF INDIANA)
COUNTY OF LAKE) S.S.

THE UNDERSIGNED, FLOYDS BREWING, LLC, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN, AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON.

DATED THIS _____ DAY OF _____, 20____.

BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____

NOTARY CERTIFICATE

STATE OF INDIANA)
COUNTY OF LAKE) S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF LAKE, STATE OF INDIANA, APPROVED AND GENERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSE THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: A RESIDENT OF _____ COUNTY

NOTARY SIGNATURE

MORTGAGE CERTIFICATE

STATE OF INDIANA)
COUNTY OF LAKE) S.S.

THE UNDERSIGNED, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED _____ A.D., 20____, AND RECORDED IN THE RECORDS OF DEEDS OFFICE OF _____ COUNTY, INDIANA, ON THE _____ DAY OF _____, 20____, IN BOOK _____, PAGE _____.

AS DOCUMENT NO. _____ HEREBY COMBATS TO AND APPROVES THE SUBDIVISION OF THE SAID MORTGAGED PROPERTY AS SHOWN ON THE PLAN HEREON.

DATED THIS _____ DAY OF _____, A.D., 20____.

MORTGAGEE NAME: _____
BY: _____ ATTEST: _____
ITS: _____ ITS: _____

NOTARY CERTIFICATE

STATE OF INDIANA)
COUNTY OF LAKE) S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF LAKE, STATE OF INDIANA, APPROVED AND GENERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSE THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: A RESIDENT OF _____ COUNTY

NOTARY SIGNATURE

PLAN COMMISSION CERTIFICATE

UNDER THE AUTHORITY PROVIDED IN SECTION 16-11-1 OF THE INDIANA CODE, AS AMENDED FROM TIME TO TIME BY THE TOWN COUNCIL OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, THIS PLAT OF SUBDIVISION HAS BEEN APPROVED BY THE TOWN OF MUNSTER AS FOLLOWS:

APPROVED BY THE TOWN OF MUNSTER PLAN COMMISSION AT A MEETING HELD ON THE _____ DAY OF _____, 20____.

PRESIDENT

SECRETARY

NOTARY CERTIFICATE

STATE OF INDIANA)
COUNTY OF LAKE) S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF LAKE, STATE OF INDIANA, APPROVED AND GENERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSE THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: A RESIDENT OF _____ COUNTY

NOTARY SIGNATURE

TOWN ENGINEER'S CERTIFICATE

MY SIGNATURE AS TOWN ENGINEER FOR THE TOWN OF MUNSTER, CERTIFIES THAT THIS PLAT MEETS ALL THE REQUIREMENTS OF TOWN ORDINANCES APPROVED THIS DAY OF _____, 20____.

TOWN ENGINEER

UTILITIES AND FLOOD HAZARD EASEMENT DISCLOSURE

THERE ARE OTHER UTILITIES LOCATED ON THIS PLAT AS SHOWN ON THE PLAT WHICH ARE DESIGNED TO DIRECT THE SURFACE FLOW OF STORM WATER TO PASS THROUGH THE DEVELOPMENT WITHOUT IMPAIRING THE PROPERTY. NO BURDEN OR ENCUMBRANCE MAY BE PLACED UPON SAID STORM WATER SYSTEMS THAT WOULD ADVERSELY AFFECT THE FREE FLOW OF STORM WATER. EACH OWNER OR SUBSEQUENT PURCHASER SHALL BE FULLY RESPONSIBLE FOR MAINTAINING THE EXISTING FLOOD HAZARD EASEMENT AND SHALL NOT OBTAIN OR MODIFY EASEMENT OR RIGHTS IN ACCORDANCE WITH THE TOWN APPROVED INFRASTRUCTURE IMPROVEMENTS PLAN WITHOUT FIRST HAVING RECEIVED WRITTEN APPROVAL OF THE TOWN OF MUNSTER.

PLANNED UNIT DEVELOPMENT PLAN

THERE IS A DEVELOPMENT PLAN ASSOCIATED WITH THIS FINAL PLAT OF SUBDIVISION WHICH IS AUTHORIZED THROUGH TOWN OF MUNSTER ORDINANCE 1714. AN ORDINANCE APPROVING THAT THESE FLOYDS BREWING, LLC PLANNED UNIT DEVELOPMENT TO BE NEW HOUSING AS FIRST AMENDED THESE FLOYDS BREWING, LLC PLANNED UNIT DEVELOPMENT COULD BE RECALLED ON FILE WITH THE TOWN OF MUNSTER.

REFERENCIVE SURVEY

ATTACHED TO THIS SURVEY TITLE THESE FLOYDS BREWING, LLC PLANNED UNIT DEVELOPMENT COULD BE RECALLED ON FILE WITH THE TOWN OF MUNSTER. THERE ARE NO SUBSTANTIAL DIFFERENCES BETWEEN SAID SURVEY AND THIS PLAT.

FLOOD HAZARD NOTE

THE PROPERTY IS IN AN AREA OF 200 YEAR CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH SURFACE DEPENS OF LESS THAN 1 FOOT OF WETLANDS. THESE AREAS ARE PROTECTED BY LIVERS FROM AN ANNUAL CHANCE FLOOD 200 YEAR CHANCE DEPENS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR LAKE COUNTY, INDIANA AND UNCORRECTED AERIAL COMPARISON FROM 10/1982/1781 MAP REVISED JANUARY 16, 2012.

LEGAL DESCRIPTION

LOT 1 AND LOT 2 IS 3 FLOYDS CONSOLIDATION, SERIES A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE E EAST OF THE SECOND PRINCIPAL MERIDIAN, AS BE PLAT THEREOF, RECORDED IN PLAT BOOK 106, PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TOGETHER WITH

LOT 15, IN MEMBER CENTRAL INDUSTRIAL PARK, UNIT 1, IN THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 102, PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO:

LOT 16, IN MEMBER CENTRAL INDUSTRIAL PARK, UNIT 1, IN THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 102, PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SURVEYOR'S CERTIFICATE

STATE OF INDIANA)
COUNTY OF LAKE) S.S.

I, ANDREW J. STROZAK, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. THAT THE PROPERTY DESCRIBED HEREON HAS BEEN SURVEYED AND SUBDIVIDED BY ME OR BY ME UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A REPRESENTATION OF SAID SURVEY AND SUBDIVISION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT SAID SURVEY CONFORMS TO THE REQUIREMENTS AS SET FORTH UNDER TITLE 16, ARTICLE 11-1.

DATED THIS _____ DAY OF _____, A.D., 20____.

INDIANA PROFESSIONAL LAND SURVEYOR NO. 12082148
MY LICENSE EXPIRES ON: JULY 1, 2024



Engineers
17201 James Avenue, Suite 150
Munster, IN 46321
Surveyors
800.724.2222 ext. 404
800.724.2288 fax
www.vinc.com

THREE FLOYDS BREWING, LLC
2870 INDIANA PARKWAY
MUNSTER, IN 46321
219.822.4628

REVISIONS	
NO.	DESCRIPTION
1	AS SHOWN
2	REVISIONS TO CORRECT
3	REVISIONS TO CORRECT
4	REVISIONS TO CORRECT
5	REVISIONS TO CORRECT
6	REVISIONS TO CORRECT
7	REVISIONS TO CORRECT
8	REVISIONS TO CORRECT
9	REVISIONS TO CORRECT
10	REVISIONS TO CORRECT

FINAL PLAT OF SUBDIVISION

3 FLOYDS SECOND CONSOLIDATION

DATE OF COMPLETION: 10/18/24
DRAWN BY: AJS
CHECKED BY: AJS

Project No: 17208

Drawn By: VP04.1

Sheet No: 3 of 3