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INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

December 06, 2022

Merrillville
Rick Bella
7820 Broadway
Merrillville, IN 46410

RE: Community Crossing Matching Grant Fund 2022-2

Dear Rick Bella:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2022-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded \$738,253.76 in Community Crossings Matching Grant Funds based upon your estimates from your project application(s). INDOT will be transmitting an award letter in the upcoming weeks.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Eric J. Holcomb, Governor

Michael Smith, INDOT Commissioner



Town of Merrillville

219.769.6784 Fax 219.756.8005

13 W. 73rd Ave.
Merrillville, IN 46410
sking@merrillville.in.gov

Town of Merrillville
7820 Broadway
Merrillville, IN 46410

December 9, 2022

Attn: Mr. Rick Bella, Town Council President and Town Council
Mr. Shawn Pettit, RDC President

Re: Recommendation to Approve

President Rick Bella, President Shawn Pettit, Town Council

I have reviewed the Engineering agreement provided by Butler, Fairman and Seufert regarding Construction Inspection Services for the Town's C&O Trail Phase 3 project and have found the agreement to be fair and complete, therefore I recommend that RDC and Town Council approve this agreement in the amount, not to exceed \$154,000.00. This project is to be funded through the Merrillville Rd., Broadway and Mississippi St. TIF districts. I have also reviewed the Engineering agreement provided by Butler, Fairman and Seufert regarding the Town's Paser Rating Evaluation for 2023 and 2024 and have found the agreement to be fair and complete, therefore I recommend that RDC and Town Council approve this agreement in the amount, not to exceed \$22,500.00. This project will be funded through the Town's Wheel Tax fund.

If there are any questions, or if you require any additional information, please do not hesitate to contact me at 219.769.8764.

Very Truly Yours,

Steven J. King
Engineering Administrator/
Public Works Director

C:\Users\sking\Desktop\C&O Trail_Paser Rating Approval Letter..docx

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 202____, by and between TOWN OF MERRILLVILLE, 7820 Broadway, Merrillville, Indiana 46410, hereinafter called the **OWNER** and BUTLER, FAIRMAN and SEUFERT, INC., 8450 Westfield Boulevard, Suite 300, Indianapolis, Indiana 46240, hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

**C&O Trail Phase 3 – Next Level Trail
Construction Inspection and Oversight**

WHEREAS the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS the **ENGINEER** represents that it has sufficient qualified personnel and equipment and can perform the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER** and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** after the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. Work Office

The **ENGINEER** shall perform the work under this Agreement at the following office(s)

8488 Georgia Street, Suite C Merrillville, Indiana 46410
8450 Westfield Boulevard, Suite 300, Indianapolis, Indiana 46240

2. Employment

During the period of this Agreement, the **ENGINEER** shall not engage on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. Subletting and Assignment

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document, or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from all liability in connection with such work modified, amended, or misused.

thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors, and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications, and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications, and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** upon request.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notices in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications, and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost-plus fixed fee basis. The payment was made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs, or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. **Limitation of Liability**

To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 202__.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

OWNER:
TOWN OF MERRILLVILLE, INDIANA



Jacob L. Dammarell, Exec. Vice President

Patrick J. Reardon, Town Manager

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

Construction Inspection and Oversight for the construction of the C&O Trail Phase Project, from the east side of Taft Street (SR55) to the Town of Merrillville's western Town Limit. The project includes the construction of an 8-12 ft. paved pedestrian trail, a pedestrian bridge, culvert replacements, and a HAWK Pedestrian Signal at SR55. The Project and Construction Inspection is being funded utilizing Next Level Trail Grant Funds obtained through the Indiana Department of Natural Resources (IDNR).

B. SCOPE OF WORK

Resident Project Representative (RPR)

Provide a resident representative on site for an anticipated 40 hours per week. The anticipated construction timeframe is 23 weeks. Provide Project Manager oversight for 1 hour per week for 23 weeks.

RPR is **ENGINEER's** agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **ENGINEER** and Contractor keeping **OWNER** advised. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

RPR will attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

RPR shall conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.

RPR shall report to **ENGINEER** whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.

RPR shall maintain orderly files of correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, **ENGINEER's** clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

RPR shall observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **ENGINEER**.

RPR shall not exceed limitations of **ENGINEER's** authority as set forth in the Agreement or the Contract Documents.

RPR shall not undertake any of the responsibilities of Contractor, subcontractor or Contractor's superintendent.

RPR shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER**, or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

SCHEDULE

No work under this Contract shall be performed by the **ENGINEER** until the **ENGINEER** receives a written notice-to-proceed from the **OWNER**.

All work by the **ENGINEER** under this Agreement is anticipated to occur with a 23 week duration commencing from the date the contractor is provided Notice to Proceed until to Final Completion and Acceptance.

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$154,000.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on an hourly not-to-exceed basis in accordance with the following schedule (per appendix D-1):

Fee Schedule Summary:

Construction Inspection	<u>154,000.00</u>
Total	154,000.00

B. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2022 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 275.00
E-IV	Engineer IV	\$ 210.00
E-III	Engineer III	\$ 180.00
E-II	Engineer II	\$ 140.00
E-I	Engineer I	\$ 105.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 225.00
FP-IV	Field Personnel IV	\$ 195.00
FP-III	Field Personnel III	\$ 155.00
FP-II	Field Personnel II	\$ 120.00
FP-I	Field Personnel I	\$ 95.00
EA-III	Engineer's Assistant III	\$ 185.00
EA-II	Engineer's Assistant II	\$ 150.00
EA-I	Engineer's Assistant I	\$ 105.00
SP-1	Support Personnel I	\$ 75.00
C-II	Clerical II	\$ 125.00
C-I	Clerical I	\$ 80.00
P-III	Planner/Environmental Specialist III	\$ 150.00
P-II	Planner/Environmental Specialist II	\$ 110.00
P-I	Planner/Environmental Specialist I	\$ 95.00

The billing rates are effective January 2022 and may be adjusted annually (beginning January 2022) to reflect changes in the compensation payable to the **ENGINEER**.

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 202____, by and between TOWN OF MERRILLVILLE, 7820 Broadway, Merrillville, Indiana 46410, hereinafter called the **OWNER** and BUTLER, FAIRMAN and SEUFERT, INC., 8450 Westfield Boulevard, Suite 300, Indianapolis, Indiana 46240, hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

PASER Pavement Re-Analysis 2023

WHEREAS the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS the **ENGINEER** represents that it has sufficient qualified personnel and equipment and can perform the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER** and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** after the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. Work Office

The **ENGINEER** shall perform the work under this Agreement at the following office(s)

8488 Georgia Street, Suite C Merrillville, Indiana 46410
8450 Westfield Boulevard, Suite 300, Indianapolis, Indiana 46240

2. Employment

During the period of this Agreement, the **ENGINEER** shall not engage on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. Subletting and Assignment

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document, or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from all liability in connection with such work modified, amended, or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors, and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications, and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications, and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** upon request.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notices in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications, and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost-plus fixed fee basis. The payment was made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

The **OWNER** may terminate for default if the **ENGINEER** fails to cure a breach of this provision no later than thirty (30) days after being notified by the **OWNER**.

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs, or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. **Limitation of Liability**

To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 202__.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

OWNER:
TOWN OF MERRILLVILLE, INDIANA



Jacob L. Dammarell, Exec. Vice President

Patrick J. Reardon, Town Manager

APPENDIX "A"

SERVICES BY ENGINEER

A. SCOPE OF WORK

Task 1: PASER Rating

Re-analysis of the Road/Street system will be conducted utilizing the GIS and traditional centerlines as utilized by State and Federal agencies. Our BF&S Inspection Team will visually rate each roadway segment for the extent and severity of observed pavement surface distresses. The pavement management program relies heavily on the pavement data collected as part of this task for reporting and analysis. BF&S will utilize the PASER (Pavement Surface Evaluation Rating) method to rate condition of the pavement and make it adaptable to INDOT policies for re-rating system. The visual inspection of all Town owned road segments will be conducted in 2023 and updated in 2024.

Task 2: MVH Analysis

BF&S personnel will evaluate the INDOT MVH data against the physical street mapping and maintenance to ensure all allowable road mileage is accounted for in the MVH inventory, discrepancies will be parsed through with the Town and resolution documents and mapping created for transmittal to INDOT to rectify any differences.

Task 3: Asset Management Plan Submission

BF&S personnel will prepare an up-to-date Tables 1 & 2 along with the Additional requirements letter for the yearly Dec. 1 LTAP submittal for 2023 & 2024. Successful submittal qualifies the LPA for the following years Community Crossing Matching Grant (CCMG) Callouts.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER**, or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX "C"

SCHEDULE

No work under this Contract shall be performed by the **ENGINEER** until the **ENGINEER** receives a written notice-to-proceed from the **OWNER**.

All work by the **ENGINEER** under this Agreement shall be completed and delivered to the **OWNER** for review and approval per the following schedule.

2023 Tasks

Task 1: PASER Rating Evaluation	September 30, 2023
Task 2: MVH Analysis	October 30, 2023
Task 3: Asset Management Plan Submission	December 1, 2023

2024 Tasks

Task 1: PASER Rating Evaluation	September 30, 2024
Task 2: MVH Analysis	October 30, 2024
Task 3: Asset Management Plan Submission	December 1, 2024

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$22,500.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

1. PASER Rating Evaluation	\$ 15,000.00
2. Pavement Inventory/MVH Analysis	\$ 7,500.00
3. Asset Management Plan Submittals	<u>Included</u>

Lump Sum Total:	\$ 22,500.00
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B. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2022 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 275.00
E-IV	Engineer IV	\$ 210.00
E-III	Engineer III	\$ 180.00
E-II	Engineer II	\$ 140.00
E-I	Engineer I	\$ 105.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 225.00
FP-IV	Field Personnel IV	\$ 195.00
FP-III	Field Personnel III	\$ 155.00
FP-II	Field Personnel II	\$ 120.00
FP-I	Field Personnel I	\$ 95.00
EA-III	Engineer's Assistant III	\$ 185.00
EA-II	Engineer's Assistant II	\$ 150.00
EA-I	Engineer's Assistant I	\$ 105.00
SP-1	Support Personnel I	\$ 75.00
C-II	Clerical II	\$ 125.00
C-I	Clerical I	\$ 80.00
P-III	Planner/Environmental Specialist III	\$ 150.00
P-II	Planner/Environmental Specialist II	\$ 110.00
P-I	Planner/Environmental Specialist I	\$ 95.00

The billing rates are effective January 2022 and may be adjusted annually (beginning January 2022) to reflect changes in the compensation payable to the **ENGINEER**.

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - DECEMBER 13, 2022 TC MEETING

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Page 1 of 7 Pages

General Form No. 364 (1997) APVREGISTER_SUM.FRX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	1974.93			SIDE RINGS
//	183	FIRST GROUP ENGINEERING,	CASINO/CONTRACTUAL	3083.40			ENGINEERING SERVICES
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	1287.63			TIRE&INSTALL
//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	212.70			RADIO CASES & STRAPS
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	10.48			RUBBER BANDS
//	183	FIRST GROUP ENGINEERING,	CASINO/CONTRACTUAL	736.66			ENGINEERING SERVICES
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	143.07			TIRE&INSTALL
//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	763.45			LION GEAR & FRT
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	11.98			INK PENS BLUE
//	314	AMERICAN COMPLETE AUTO	POLICE EQUIP/REPAIRS	348.37			REAR ALT BELT & TENSIONER #412
//	183	FIRST GROUP ENGINEERING,	CASINO/CONTRACTUAL	1575.88			ENGINEERING SERVICES
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	850.40			TIRE&INSTALL
//	1206	KOPKA PINKUS DOLIN	GENERAL/ATTORNEY	2380.00			GENERAL MATTERS
//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	1304.56			AUTO PUMP AC + FRT
//	1315	MENARDS	PK IMP/CONTRACTUAL	178.65			STORE CONTRACT
//	237	NORTHWEST INDIANA AUTO	RG/REPAIR PARTS	222.00			AIR FILTER
//	1203	NORTHWEST INDIANA AUTO	POLICE EQUIP/REPAIRS	59.99			BRAKES #400
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	11.10			INK PENS BLACK
//	314	AMERICAN COMPLETE AUTO	POLICE EQUIP/REPAIRS	823.04			R&R ALTERNATOR & BATTERY #420
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	486.90			REPAIR TIRE
//	1206	KOPKA PINKUS DOLIN	GENERAL/ATTORNEY	9195.00			TC MATTERS
//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	198.00			MISC. PARTS & FRT
//	1315	MENARDS	PK IMP/CONTRACTUAL	27.67			STORE CONTRACT
//	1153	MY FLEET CENTER.COM	POLICE EQUIP/REPAIRS	23.98			OIL CHANGE #201
//	237	NORTHWEST INDIANA AUTO	POLICE EQUIP/REPAIRS	339.26			BRAKE PADS #422
//	1203	NORTHWEST INDIANA AUTO	POLICE EQUIP/REPAIRS	265.78			ROTORS
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	33.91			STAPLER
//	168	ACME PRINT COPY DESIGN	GENERAL/PRINTING O/T	100.00			CARDS
//	948	ADRA BRECLAW- CSANYI	SW/STATIONARY/PRINTIN	24.08			SW MEMORIAL
//	314	AMERICAN COMPLETE AUTO	POLICE EQUIP/REPAIRS	3461.87			R&R BATTERY, TENSION, SERP
//	1059	AXON ENTERPRISE, INC.	POLICE	828.00			ADDITIONAL BODY CAM SOFTWARE
//	219	B.E.C. BROWN EQUIPMENT	LRS/REPAIR PARTS	268.04			STRAINER
//	693	BARNES & THORNBURG LLP	MISS ST	612.00			RDC ADVICE
//	210	BUTLER, FAIRMAN & SEUFERT	MISS ST TIF/RDC GRANT	4630.00			ENGINEERING SERVICES
//	889	CASTONGIA TRACTOR/JOHN	LRS/REPAIRS TO	7429.94			TRUCK PARTS
//	183	FIRST GROUP ENGINEERING,	CASINO/CONTRACTUAL	17162.99			ENGINEERING SERVICES
//	718	GOJKO COMPANY	PK IMP/CONTRACTUAL	600.00			FITNESS INSTRUCTION
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	286.14			TIRES& INSTALL
//	872	INDUSTRIAL ENGINE SERVICE	RG/REPAIR PARTS	-249.81			RETURN PART
//	1014	JOSHUA MISKUS PE325	GENERAL/TRAVEL	144.41			REIMB FOR FOOD FOR TRAINING #325
//	1206	KOPKA PINKUS DOLIN	GENERAL/ATTORNEY	665.00			BZA

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

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//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	1514.94			PARTS& LABOR TO REPAIR #7211
//	34	MAVIS TIRE SUPPLY LLC	POLICE EQUIP/REPAIRS	110.00			OIL CHANGE MOUNT & BALANCE TIRES
//	1315	MENARDS	FD/BUILDING SUPPLIES	405.27			MISC. SUPPLIES
//	1153	MY FLEET CENTER.COM	POLICE EQUIP/REPAIRS	126.87			OIL CHANGE #249
//	1380	McCANN INDUSTRIES, INC.	LRS/REPAIR PARTS	1678.28			PARTS
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIR PARTS	318.77			OIL
//	1203	NORTHWEST INDIANA AUTO	LRS/REPAIR PARTS	45.91			OIL & OIL FILTER
//	237	NORTHWEST INDIANA AUTO	POLICE EQUIP/REPAIRS	36.95			BRAKE PADS #425
//	1203	NORTHWEST INDIANA AUTO	POLICE EQUIP/REPAIRS	186.52			BRAKES & ROTORS #405
//	1510	ODP BUSINESS SOLUTIONS,	GENERAL/OFFICE	113.83			OFFICE SUPPLIES-FOLDERS,STORAGE
//	691	POWER BRAKE & SPRING	LRS/REPAIR PARTS	256.58			CLAMP & CLAMP KIT
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	74.97			PLANNERS (3) (24.99 EA.)
//	146	PULSE TECHNOLOGY	GENERAL/OTHER	219.97			(NOVEMBER) *LATE FEE WAIVED 43.84
//	1821	ROBINSON ENGINEERING	CASINO/CONTRACTUAL	3003.00			engineering fees
//	232	STAR UNIFORMS	GENERAL/CLOTHING	614.00			NEW HIRE UNIFORMS #426
//	679	TRANSUNION RISK AND	GENERAL/TELEPHONE	159.40			TLO OCT
//	839	WHOLESALE DIRECT, INC	LRS/REPAIR PARTS	279.60			STROBE TUBES
//	527	AARON RIDGWAY	GENERAL/TRAVEL	150.18			REIMB FOR FOOD FOR TRAINING #326
//	129	ACE HARDWARE	SW/REPAIRS TO	283.29			SW BATTERY CHARGER 8292476
//	168	ACME PRINT COPY DESIGN	GENERAL/PRINTING O/T	626.00			2 PART WARNINGS
//	948	ADRA BRECLAW- CSANYI	SW/STATIONARY/PRINTIN	39.06			SW MEMORIAL
//	1205	ADVEXURE UNMANNED	FD/TRAINING SUPPLIES	18622.00			DJI MATRICE DRONW, TRAINING,
//	1038	ALADTEC, INC.	CUML FIRE	3267.00			ANNUAL SCHED. PROGRAM FOR
//	132	ALERT ALARM, INC.	LRS/STREET	240.00			ANNUAL MONITORING FEE
//	3	ALEXANDER VAN RITE	GENERAL/TRAVEL	150.18			REIMB FOR FOOD FOR TRAINING #391
//	314	AMERICAN COMPLETE AUTO	POLICE EQUIP/REPAIRS	4636.75			R&R CONTROL ARMS #398 (FROM
//	353	ANGIE CHILCOTT	GENERAL/ECON DEV	121.50			MILEAGE
//	1059	AXON ENTERPRISE, INC.	POLICE	51048.00			ANNUAL BODY CAM SOFTWARE FEE
//	219	B.E.C. BROWN EQUIPMENT	LRS/FREIGHT	26.90			SHIPPING/FREIGHT
//	693	BARNES & THORNBURG LLP	MISS ST	11319.50			RDC ADVICE
//	822	BOSAK MOTORS OF	POLICE EQUIP/OTHER	14292.45			(2) 2022 RAM 1500 VIN ENDING
//	209	BRANDY'S SAFE & LOCK, INC.	LRS/REPAIR PARTS	381.55			REPLACE OFFICE DOOR LOCK
//	210	BUTLER, FAIRMAN & SEUFERT	MISS ST TIF/RDC GRANT	38087.00			ENGINEERING SERVICES
//	889	CASTONGIA TRACTOR/JOHN	LRS/FREIGHT	45.00			FREIGHT
//	355	CENDER/DALTON	MISS ST	18602.50			RDC ACCOUNTING
//	954	CHICAGO COMMUNICATIONS	POLICE EQUIP/REPAIRS	807.69			REPAIRS TO RADIO
//	519	CHRISTOPHER BURKE	SW/CONTRACTUAL SERV	13544.75			PROF-SERVICES HAYES FARM
//	555	COSTCO MEMBERSHIP	GENERAL/SUBS. & DUES	120.00			2023 membership dues
//	975	CREW CAR WASH	FD/CONTRACTUAL	840.00			1 YR BASIC PLUS UNLIMITED CLUB
//	93	CROSSROADS REGIONAL	GENERAL/TOWN ADMIN	35.00			CROSSROADS LUNCHEON PETTIT
//	364	DAVID BARRON	PNR/PART TIME STAFF	350.00			SECURITY

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

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//	1204	DIESEL USA GROUP	LRS/REPAIRS TO	3391.85			REPAIRS TO TRUCK
//	641	DOUBLE-A SAFETY AND	SW/DRAINAGE SUPPLIES	431.55			SW SAFTY EQUIPMENT
//	1065	EMCOR HYRE ELECTRIC CO	CUML FIRE EQPT/BLDG	3650.00			LED LIGHTING @ ST #71
//	183	FIRST GROUP ENGINEERING,	CASINO/CONTRACTUAL	20128.06			ENGINEERING SERVICES
//	549	GALLS, LLC	POLICE EQUIP/OTHER	585.00			BALLISTICS 424
//	159	GLUTH BROTHERS ROOFING	FD/BLDG-GROUND	625.00			ROOF LEAK REPAIR AT ST. #71
//	718	GOJKO COMPANY	PK IMP/CONTRACTUAL	202.50			FITNESS INSTRUCTOR
//	1194	GRACE THROUGH FAITH	GENERAL/CLOTHING	1727.23			CLOTHING
//	1208	GRIMMERS SERVICE INC	GENERAL/TOWN ADMIN	297.85			TIRE REPAIR TOWN ADMIN
//	712	GRUEL BROS., INC.	LRS/STREET SUPPLIES	3803.74			TRIMMERS & SAWS
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	4005.08			TIRES& INSTALL
//	751	HIGGINS OVERHEAD DOOR,	CUML FIRE EQPT/BLDG	1995.00			REPLACE BOTH SPRINGS, BEARINGS &
//	887	HOOSIER DIESEL AND OFF	FD/REPAIR PARTS	584.88			PARTS, LABOR FOR AIR DRYER
//	264	HUBINGER LANDSCAPING	MISS ST	6348.50			MAINTENANCE OF PLANTERS TH
//	64	INDIANA OFFICE OF	GENERAL/IDACS	150.31			IT SERVICE FOR MONTH OF
//	1200	INDIANA SMOKE DIVER	FD/TRAINING SUPPLIES	900.00			TUITION FOR DIVE CLASS 9 FOR
//	1041	INDIANA TESTING INC.	LRS/CDL PHYSICALS	99.00			ANNUAL RANDOM UES
//	872	INDUSTRIAL ENGINE SERVICE	RG/REPAIR PARTS	1688.41			PARTS
//	21	JOE E. FISH	SW/REPAIRS TO	22.00			SW SUPT CAR WASH
//	1014	JOSHUA MISKUS PE325	GENERAL/STATIONERY &	51.15			REIMB FOR FUEL TRAINING #325
//	1206	KOPKA PINKUS DOLIN	MISS ST	1050.00			RDC
//	176	M & K TRUCK CENTERS	LRS/REPAIR PARTS	16.01			LATCH
//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	162.16			VALVE, SOLENOID & FRT
//	34	MAVIS TIRE SUPPLY LLC	POLICE EQUIP/REPAIRS	100.00			R&R REAR BRAKES #415
//	1315	MENARDS	FD/BUILDING SUPPLIES	475.63			MISC. SUPPLIES
//	649	MERRILLVILLE AWNING	CUML FIRE EQPT/BLDG	3845.00			FABRICATE & INSTALL AWNING
//	1320	MIDWESTERN ELECTRIC	LRS/STREET	30765.54			BAKER & WILLIAMS
//	2303	MILESTONE	2022 RDC Bd(A)-RD	861159.88			town paving
//	1153	MY FLEET CENTER.COM	POLICE EQUIP/REPAIRS	137.88			OIL CHANGE #412
//	1380	McCANN INDUSTRIES, INC.	LRS/FREIGHT	341.87			SHIPPING / FREIGHT
//	1203	NORTHWEST INDIANA AUTO	GENERAL/REPAIRS TO	311.69			FIRE INSPECTOR OIL CHANGE
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIR PARTS	153.22			OIL
//	1203	NORTHWEST INDIANA AUTO	POLICE EQUIP/REPAIRS	220.09			BRAKES & ROTORS #405
//	237	NORTHWEST INDIANA AUTO	POLICE EQUIP/REPAIRS	35.21			BRAKE PADS #415
//	1510	ODP BUSINESS SOLUTIONS,	GENERAL/OFFICE	83.72			OFFICE SUPPLIES - TONER
//	691	POWER BRAKE & SPRING	SW/DRAINAGE SUPPLIES	365.73			SW WATERPROOF POWER CORD, RED
//	1645	PRECISE COMPUTERS, INC.	GENERAL/HDWE.-SOFTWA	1539.00			LOGMEIN PRO
//	146	PULSE TECHNOLOGY	GENERAL/OFFICE	509.78			NOVEMBER - LATE FEE WAIVED 43.84
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	214.30			STORAGE BOXES
//	146	PULSE TECHNOLOGY	GENERAL/OTHER	245.97			(NOVEMBER) *LATE FEE WAIVED 43.84
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	1060.59			OFFICE SUPPLIES

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

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//	909	RICK C. GIKAS	GENERAL/ ATTY	175.50			ATTEND HEARING DRAFT ORDERS
//	1821	ROBINSON ENGINEERING	CASINO/CONTRACTUAL	2531.00			engineering fees
//	193	SOUTHEND BODY SHOP	POLICE EQUIP/REPAIRS	685.75			REPAIRS TO #249 10-50
//	232	STAR UNIFORMS	GENERAL/CLOTHING	275.50			BADGE WALLETS
//	2032	TERPSTRA'S SALES & SVC.	PK IMP/CONTRACTUAL	522.02			CONTRACT BALANCE
//	1198	THE COMMERCIAL GROUP,	PK IMP/CONTRACTUAL	212.12			SLING
//	392	TRAFFIC MANAGEMENT	CASINO/CONTRACTUAL	389.84			BARRICADES RENTAL
//	947	TRANS CHICAGO TRUCK	LRS/REPAIR PARTS	1093.06			HOSE, CLAMPS
//	679	TRANSUNION RISK AND	GENERAL/TELEPHONE	75.00			TLO NOV
//	839	WHOLESALE DIRECT, INC	LRS/FREIGHT	15.84			SHIPPING/FREIGHT
//	915	WILLIAM L. TOUCHETTE,	FD/ATTORNEY FEES	8000.00			LEGAL SERVICES FOR
//	1195	YOLANDA EARL	SW/CONTRACTUAL SERV	3343.19			SW CONTRACTUAL SERVICES-LAND
11/28/2022	695	ROBERT C SANDLING	2022 RDC Bd(A)-RD	2590.00	2590.00	1803	PAYROLL
12/07/2022	695	ROBERT C SANDLING	2022 RDC Bd(A)-RD	2061.63	2061.63	1804	PAYROLL
11/17/2022	104	AFLAC	PAYROLL - AFLAC	520.48	520.48	23987	EMPLOYEE PREMIUMS - OCTOBER
11/17/2022	1411	NEW YORK LIFE	PAYROLL - NEW YORK	46.41	46.41	23988	MONTHLY EMPLOYEE PREMIUMS
11/17/2022	650	TRUSTMARK VOLUNTARY	PAYROLL - TRUSTMARK	987.43	987.43	23989	EMPLOYEE PREMIUMS
11/17/2022	274	ALLSTATE	PAYROLL - ALLSTATE	499.83	499.83	23990	MONTHLY EMPLOYEE PREMIUMS
11/17/2022	61	GUARDIAN LIFE INS CO.	SW/HEALTH INS.	20032.97	20032.97	23991	SW EMPLOYEE PREMIUMS -
11/17/2022	1196	UNITED HEALTHCARE	SW/HEALTH INS.	93857.17	93857.17	23992	SW DECEMBER 2022 PREMIUM
11/23/2022	609	F.O.P. #168	PAYROLL - F. O. P. DUES	1364.70	1364.70	24002	UNION DUES - NOVEMBER 2022
11/23/2022	2104	NATIONWIDE RETIREMENT	PAYROLL - DEFERRED	4757.84	4757.84	24003	EMPLOYEE DEPOSITS - 11/25/22
11/23/2022	847	STARKE CIRCUIT COURT	PAYROLL - COURT	1007.36	1007.36	24004	GEORGE W. FIELDS - CAUSE
11/17/2022	377	BMV, SPECIAL PLATE	GENERAL/TITLES & REGIS.	30.00	30.00	59286	REGISTRATION, TITLE, & PLATES FOR
11/18/2022	334	COMCAST	GENERAL/TELEPHONE	1100.00	1100.00	59288	TELEPHONE
11/18/2022	334	COMCAST	GENERAL/TELEPHONE	379.10	379.10	59289	TELEPHONE
11/18/2022	776	COMCAST	GENERAL/TELEPHONE	191.30	191.30	59290	TELEPHONE
11/18/2022	986	AMERICAN EXPRESS	GENERAL/CLOTHING	97.37	97.37	59291	UNIFORMS FOR NEW HIRE #426
11/18/2022	986	AMERICAN EXPRESS	POLICE EQUIP/OTHER	300.00	300.00	59292	25YR GIFT CARD FOR #210
11/18/2022	986	AMERICAN EXPRESS	GENERAL/TRAVEL	282.60	282.60	59293	HOTEL FOR TRAINING
11/18/2022	627	JOI WHITESIDE	GENERAL/REFUNDS,	55.49	55.49	59294	BREAKFAST FOR OFFICE MTG.
11/18/2022	99999	NUNN & PROBST	GENERAL/UNAPPROPRIAT	50.00	50.00	59295	OVERPYMT ON CONTRACTOR LIC.
11/18/2022	99999	ADVANCE CLIMATE	GENERAL/UNAPPROPRIAT	75.00	75.00	59296	OVERPYMT CONTRACTOR LIC.
11/18/2022	776	COMCAST	LRS/TELEPHONE	249.56	249.56	59297	PHONE,INTERNET & TV SVC
11/18/2022	673	CARD SERVICE CENTER	RG/OTHER EQUIPMENT	89.99	89.99	59298	ICE MAKER
11/18/2022	673	CARD SERVICE CENTER	GENERAL/REPAIRS TO	250.22	250.22	59299	FIRE INSPECTORS VEHICLE
11/21/2022	565	MATTIE COLLINS	GENERAL/CONTRACTUAL	961.54	961.54	59303	CONTRACTUAL PAY
11/21/2022	830	ORALIA SANTOS	GENERAL/CONTRACTUAL	800.00	800.00	59304	CONTRACTUAL PAY
11/22/2022	986	AMERICAN EXPRESS	GENERAL/POSTAGE	294.65	294.65	59305	certified to ind dept tox
11/23/2022	1600	PAYROLL FUND	GENERAL/TC PRESIDENT	60017.77	60017.77	59306	TC-Tn Council President
11/23/2022	1600	PAYROLL FUND	GENERAL/CLERK-TREAS.	382060.91	382060.91	59307	CT-Clerk-treasurer

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

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11/23/2022	1175	AMAZON CAPITAL SERVICES	GENERAL/SUBS. & DUES	135.00	135.00	59308	MISC SUPPLIES
11/28/2022	237	NORTHWEST INDIANA AUTO	GENERAL/REPAIRS TO	1504.67	1504.67	59381	BRAKES & ROTORS \$ 411
11/28/2022	1175	AMAZON CAPITAL SERVICES	GENERAL/E.M.A. OTHER	189.91	189.91	59382	GLOVES
11/30/2022	168	ACME PRINT COPY DESIGN	GENERAL/OTHER	100.00	100.00	59383	BUSINESS CARDS/REILLO & WILLAMS
11/30/2022	106	HINCKLEY SPRINGS	GENERAL/OTHER	30.96	30.96	59384	WATER FOR OFFICE & COOLER
11/30/2022	1328	MERRILLVILLE	SW/WATER & SEWER	48.05	48.05	59386	SW WASTEWATER 07-26 THRU
11/30/2022	357	TRACTOR SUPPLY CREDIT	SW/DRAINAGE SUPPLIES	76.77	76.77	59387	SW SUPPLIES, PAIL PUMP, COUPLER,
11/30/2022	673	CARD SERVICE CENTER	GENERAL/PRINTING O/T	460.01	460.01	59388	X-MAS CARDS
11/30/2022	642	SPRINT	GENERAL/TELEPHONE	361.76	361.76	59389	CLERKS CELL PHONES
11/30/2022	776	COMCAST	GENERAL/TELEPHONE	350.77	350.77	59390	TELEPHONE
11/30/2022	1328	MERRILLVILLE	GENERAL/SEWER USER	816.85	816.85	59391	PRUZIN
11/30/2022	936	GARY SANITARY DISTRICT	GENERAL/SEWER USER	9.35	9.35	59392	SEWER USE FEES
11/30/2022	1175	AMAZON CAPITAL SERVICES	GENERAL/CLEANING	283.21	283.21	59393	CLEANING SUPPLIES
11/30/2022	374	CRAIG LAMB	GENERAL/CONTRACTUAL	200.00	200.00	59394	VIDEO FOR NOVEMBER
11/30/2022	986	AMERICAN EXPRESS	GENERAL/SUBS. & DUES	53.49	53.49	59395	ACRONIS ANNUAL SUBSCRIPTION
11/30/2022	902	AT&T MOBILITY	GENERAL/TELEPHONE	343.64	343.64	59396	LPR HOT SPOTS
11/30/2022	776	COMCAST	GENERAL/TELEPHONE	449.87	449.87	59397	SVC 11/26-12/25 PD
11/30/2022	373	A.E.BOYCE COMPANY, INC	GENERAL/OFFICE	192.50	192.50	59398	ORDINANCE ENVELOPES
11/30/2022	358	CULLIGAN WATER	GENERAL/OFFICE	7.95	7.95	59399	COOLER RENTAL
11/30/2022	622	EUGENE VELAZCO	GENERAL/SUBS. & DUES	165.67	165.67	59400	INDIANA STATE BAR LICENSE
11/30/2022	622	EUGENE VELAZCO	GENERAL/TRAVEL	198.12	198.12	59401	MILEAGE FROM MERR-INDY
11/30/2022	700	INDIANA AMERICAN WATER	PNR/WATER & SEWER	862.67	862.67	59402	WATER BILL
11/30/2022	166	LAKE COUNTY TREASURER	GENERAL/UNAPPROPRIAT	731.30	731.30	59403	COUNTY COURT COST OCTOBER 2022
12/02/2022	551	MONROE PEST CONTROL INC.	FD/CONTRACTUAL	172.00	172.00	59404	MONTHLY PEST CONTROL AT STATION
12/02/2022	776	COMCAST	FD/TELEPHONE	67.02	67.02	59405	CABLE AT STATION #71
12/02/2022	402	AT & T MOBILITY	FD/TELEPHONE	31.24	31.24	59406	E7022 MIFI
12/02/2022	1328	MERRILLVILLE	FD/SEWER	299.85	299.85	59407	SEWER SERVICE FOR HQ
12/02/2022	417	PHIL & SON, INC.	FD/BLDG-GROUND	65.00	65.00	59408	SERVICE CALL FOR BURGLAR ALARM
12/02/2022	517	CITI CARDS	FD/POSTAGE	5811.03	5811.03	59409	POSTAGE STAMPS
12/02/2022	776	COMCAST	GENERAL/TELEPHONE	389.38	389.38	59411	SVC 11/25-12/24 TRAINING CENTER
12/02/2022	776	COMCAST	GENERAL/TELEPHONE	261.52	261.52	59412	SVC 11/29 TO 12/28 IDACS
12/02/2022	958	COTG	GENERAL/COPIER LEASE	1044.56	1044.56	59413	COPIER OVERAGE CLERKS
12/02/2022	1197	US BANK	GENERAL/COPIER MTCE.	244.76	244.76	59414	PLANNING COPIER
12/02/2022	115	INDIANA BUREAU OF MOTOR	GENERAL/TOWN ADMIN	15.00	15.00	59415	CODE CAR REGISTRATION
12/02/2022	1199	CHICAGO TRIBUNE	GENERAL/TOWN	455.00	455.00	59416	LIGHTS CONTEST ADD
12/02/2022	673	CARD SERVICE CENTER	GENERAL/CONTRACTUAL	474.20	474.20	59417	GOOGLE SUITE NOVEMBER
12/02/2022	1175	AMAZON CAPITAL SERVICES	GENERAL/POSTAGE	124.95	124.95	59418	STAMPS
12/02/2022	1315	MENARDS	GENERAL/BLDG. &	357.76	357.76	59419	LIGHTS
12/02/2022	1401	NIPSCO	GENERAL/ELECTRIC &	7545.94	7545.94	59420	GAS AND ELECTRIC
12/02/2022	563	STAPLES BUSINESS CREDIT	FD/OFFICE SUPPLIES	733.11	733.11	59421	MISC. OFFICE SUPPLIES
12/02/2022	807	KELLEY CHEVROLET	SW CONS/OTHER CAPITAL	47630.00	47630.00	59422	SW 2023 SILVERADO 3500 HD CREW

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12/02/2022	1401	NIPSCO	GENERAL/ELECTRIC &	17555.35	17555.35	59423	STREETLIGHTS/ELECTRIC
12/02/2022	296	ILLINOIS TOLLWAY	GENERAL/TRAVEL	16.40	16.40	59424	TOLLS #331
12/07/2022	1800	PAYROLL FUND	FD/VOL FIRE FIGHTERS	47164.74	47164.74	59425	FD-Volunteer Firefighters
12/07/2022	2012	MOTION & CONTROL	SW/DRAINAGE SUPPLIES	174.64	174.64	59426	SW VARIOUS CONNECTORS AND
12/07/2022	357	TRACTOR SUPPLY CREDIT	SW/DRAINAGE SUPPLIES	24.78	24.78	59427	SW TORDON TTU QT, DUST CAP 1/2 IN
12/07/2022	627	JOI WHITESIDE	GENERAL/POSTAGE	39.25	39.25	59428	CERTIFIED MAIL/POSTAGE
12/07/2022	899	ROBYN L. JOHNSON	GENERAL/REFUNDS,	202.77	202.77	59429	SUPPLIES
12/07/2022	627	JOI WHITESIDE	GENERAL/REFUNDS,	189.15	189.15	59430	SUPPLIES
12/07/2022	504	TODDCO, INC.	CUML FIRE EQPT/BLDG	3023.60	3023.60	59431	MATERIALS & LABOR TO BUILD
12/07/2022	894	S & S COPIERS	FD/OFFICE SUPPLIES	440.00	440.00	59432	OCTOBER COPIER RENTAL
12/07/2022	1175	AMAZON CAPITAL SERVICES	FD/OTHER SUPPLIES	257.89	257.89	59433	MISC SUPPLIES
12/07/2022	776	COMCAST	FD/TELEPHONE	19.52	19.52	59434	CABLE AT STATION #74
12/07/2022	818	INDEPENDENCE HILL	FD/SEWER	20.00	20.00	59435	WASTEWATER FOR NOV.
12/07/2022	289	WALTER COOK INSURANCE	FD/CONTRACTUAL	75.00	75.00	59436	NOTARY BOND FOR S. GAZA
12/07/2022	1163	BRITNI REILLO	GENERAL/REFUNDS,	58.01	58.01	59437	SUPPLIES
12/07/2022	563	STAPLES BUSINESS CREDIT	FD/BUILDING SUPPLIES	57.98	57.98	59438	MISC SUPPLIES
12/07/2022	470	VERIZON WIRELESS	FD/TELEPHONE	550.82	550.82	59439	WIRELESS SERVICE
12/07/2022	776	COMCAST	SW/TELEPHONE	388.91	388.91	59440	SW SERVICES DEC 5TH THRU JAN 4TH,
12/07/2022	546	DAN BROWN	GENERAL/INSPECTORS	2720.00	2720.00	59444	136 # OF INSPECTIONS IN THE MONTH
12/07/2022	898	JOHN POWERS INSPECTIONS,	GENERAL/INSPECTORS	625.63	625.63	59445	28 NUMBER OF INSPECTIONS IN THE
12/07/2022	15	TERRY GUTHRIE	GENERAL/INSPECTORS	778.76	778.76	59446	35 # OF INSPECTIONS IN THE MONTH
12/07/2022	1057	JOHN GIORDANO	GENERAL/INSPECTORS	89.38	89.38	59447	4# OF INSPECTIONS IN THE MONTH OF
12/07/2022	1146	MIKE LASKARIN	GENERAL/INSPECTORS	870.63	870.63	59448	40# OF INSPECTIONS IN THE MONTH
12/07/2022	714	CLARENCE G MECCHIA	GENERAL/INSPECTORS	513.75	513.75	59449	24 # OF INSPECTIONS IN THE MONTH
12/07/2022	1132	JOHN WALSDORF	GENERAL/INSPECTORS	551.25	551.25	59450	26# OF INSPECTIONS NOV. 2022
12/07/2022	1201	PAUL ANDERSON	GENERAL/INSPECTORS	824.38	824.38	59451	37 # OF INSPECTION IN NOV. 2022
12/07/2022	728	CAPITAL ONE TRADE CREDIT	RG/OTHER EQUIPMENT	399.98	399.98	59452	SCAFFLING&GUARDRAILS
12/07/2022	673	CARD SERVICE CENTER	LRS/OFFICE SUPPLIES	51.96	51.96	59453	CUPS
12/07/2022	2101	U.S. POSTAL SERVICE	GENERAL/POSTAGE	1440.00	1440.00	59454	POSTAGE STAMPS
12/07/2022	673	CARD SERVICE CENTER	LRS/G&M SUPPLIES	201.56	201.56	59455	HAND SOAP
12/07/2022	673	CARD SERVICE CENTER	GENERAL/OFFICE	225.88	225.88	59456	SAMS CONF ROOM SUPPLIES
12/07/2022	106	HINCKLEY SPRINGS	CCI/CONTRACTUAL	116.23	116.23	59457	WATER
12/07/2022	1175	AMAZON CAPITAL SERVICES	GENERAL/OFFICE	174.95	174.95	59458	OFFICE SUPPLIES
12/07/2022	1401	NIPSCO	GENERAL/ELECTRIC &	299.59	299.59	59459	FOXMOORE STREETLIGHTS
12/07/2022	1175	AMAZON CAPITAL SERVICES	GENERAL/E.M.A. OTHER	37.98	37.98	59460	GLOVES
12/07/2022	106	HINCKLEY SPRINGS	POLICE EQUIP/OTHER	87.24	87.24	59461	WATER DELIVERY 10-24 & 11-7
12/07/2022	1197	US BANK	GENERAL/COPIER LEASE	1654.88	1654.88	59462	CLERKS COPIER LEASE
12/07/2022	132	ALERT ALARM, INC.	PK IMP/CONTRACTUAL	210.00	210.00	59463	SECURITY CONTRACT
12/07/2022	565	MATTIE COLLINS	GENERAL/CONTRACTUAL	961.54	961.54	59464	CONTRACTUAL PAY
12/07/2022	1075	ORALIA C. SANTOS	GENERAL/CONTRACTUAL	800.00	800.00	59466	CONTRACTUAL PAY
12/07/2022	1207	WIRELESS NETWORKING	PK IMP/CONTRACTUAL	1642.20	1642.20	59467	SECURITY MAINTENANCE

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12/07/2022	358	CULLIGAN WATER	GENERAL/OFFICE	77.89	77.89	59470	5 GALLON OF WATER
12/07/2022	636	JOANN KRAFT	SW/CONTRACTUAL SERV	120.00	120.00	59471	SW OFFICE CLEANING, DECEMBER
12/07/2022	470	VERIZON WIRELESS	GENERAL/TELEPHONE	2691.93	2691.93	59473	PD SVC 10/24-11/23
12/07/2022	79	AL WARREN OIL COMPANY	FD/UNLEADED GASOLINE	25200.20	25200.20	59474	FIRE UNLEADED
12/07/2022	1328	MERRILLVILLE	PNR/WATER & SEWER	1878.05	1878.05	59475	WATER WASTEWATER
12/07/2022	99999	KIMBERLE LAWS	PNR/UNAPPROPRIATED	200.00	200.00	59476	DEPOSIT REFUND
12/07/2022	99999	JAUNESIA DAVIS	PNR/UNAPPROPRIATED	200.00	200.00	59477	DEPOSIT REFUND
12/07/2022	700	INDIANA AMERICAN WATER	PNR/WATER & SEWER	739.98	739.98	59478	WATER BILL
12/07/2022	1401	NIPSCO	PNR/GAS & ELECTRIC	41933.98	41933.98	59479	ENERGY BILL
12/07/2022	776	COMCAST	PNR/TELEPHONE	1640.88	1640.88	59480	PHONE BILL
12/07/2022	776	COMCAST	PNR/TELEPHONE	1411.21	1411.21	59481	INTERNET
11/17/2022	739	CENTIER BANK	PAYROLL - NET SALARIES	251074.19	251074.19	145961	NET SALARIES FOR 11/10/2022 PAYDAY
11/17/2022	739	CENTIER BANK	PAYROLL - NET SALARIES	111339.65	111339.65	145962	NET SALARIES FOR 11/18/22
11/17/2022	739	CENTIER BANK	PAYROLL - FEDERAL	62264.44	62264.44	145963	941 AUTO DEBIT FOR 11/10/2022
11/17/2022	739	CENTIER BANK	PAYROLL - FEDERAL	25074.51	25074.51	145964	941 AUTO DEBIT FOR 11/18/2022
11/17/2022	917	INDIANA CHILD SUPPORT	PAYROLL - COURT	1951.82	1951.82	145965	CHILD SUPPORT FOR 11/10/22 PAYDAY
11/17/2022	1630	IN Public Retirement System	PAYROLL - SW PERF	19112.03	19112.03	145967	SW PERF FOR 11/10/22 PAYDAY
11/17/2022	1630	IN Public Retirement System	POLICE PENSION - P.E.R.F.	39913.14	39913.14	145968	POLICE PERF FOR 11/10/2022 PAYDAY
11/17/2022	1630	IN Public Retirement System	FIRE PENSION-PERF	9650.20	9650.20	145969	FIRE PERF FOR 11/10/2022 PAYDAY
11/23/2022	739	CENTIER BANK	PAYROLL - NET SALARIES	264096.72	264096.72	146028	NET SALARIES FOR 11/23/2022 PAYDAY
11/23/2022	739	CENTIER BANK	PAYROLL - NET SALARIES	49984.27	49984.27	146029	NET SALARIES FOR 11/25/2022 EOM
11/23/2022	739	CENTIER BANK	PAYROLL - FEDERAL	66838.36	66838.36	146030	941 AUTO/DEBIT 11/23/2022 PAYDAY
11/23/2022	739	CENTIER BANK	PAYROLL - FEDERAL	2476.93	2476.93	146031	941 AUTO/DEBIT 11/25/22 EOM PAYDAY
11/23/2022	739	CENTIER BANK	PAYROLL - FEDERAL	4950.40	4950.40	146032	945 AUTO/DEBIT 11/25/2022 EOM
11/23/2022	917	INDIANA CHILD SUPPORT	PAYROLL - COURT	3517.82	3517.82	146033	CHILD SUPPORT FOR 11/23/22 PAYDAY
11/30/2022	18	Town Court Tracking	TOWN COURT TRACKING	6963.25	6963.25	146067	OCTOBER 2022 COURT DISB. TOTALS
		Checks: 0 - 146067		2949589.96	1729498.15		



Town of Merrillville
Town Council Meeting Minutes
November 22, 2022
6:30 P.M.

CALL TO ORDER: Vice-President Hardaway called the meeting to order at 6:30 P.M.

INVOCATION/MOMENT OF SILENCE: A brief invocation was given along with a moment of silence by Pastor Robert Szoke of Impact Church.

Pastor Szoke also thanked the Town of Merrillville for providing EMA services during Impact Church's coat distribution. A total of 800 winter coats were distributed.

PLEDGE OF ALLEGIANCE: Led by Vice-President Hardaway.

ROLL CALL – Roll Call was taken by Councilman Minchuk

Present were: Vice-President Hardaway- (Ward 2)

Councilman Minchuk- (Ward 3)

Councilman White – (Ward 7)

Councilman Spann- (Ward 1)

Councilman Pettit- (Ward 6)

Five Present (5) Two Absent (2) President Bella and Councilwoman Uzelac

PETITIONS, COMMUNICATIONS, ACKNOWLEDGEMENTS AND REMONSTRATIONS:

Letter from Town Manager Patrick Reardon recommending approval of payment to various vendors for work completed at The Dean and Barbara White Community Center.

Councilman Pettit made a motion to approve the letter requesting payments to vendors from Town Manager Reardon, seconded by Councilman White.

Vice-President Hardaway informed the council the payments are for Sounds Cool Live Audio LLC in the amount of 7,606.49 and Gough, Inc in the amount of 57,750.00 for a grand total of 65,356.49.

No further questions or comments from council.

Motion carries by voice vote.

CONSENT AGENDA

Accts. Payable Register Voucher Approval for November 22, 2022

Approval of Town Council Meeting Minutes of November 9, 2022

Councilman Pettit made a motion to approve the Consent Agenda, seconded by Councilman White

No further questions or comments from council.

Motion carried by voice vote.

STANDING & SPECIAL COMMITTEES REPORTS

BUDGET & FINANCE- HARDAWAY – No Report

COUNCIL AFFAIRS- PETTIT – Councilman Pettit informed the council a meeting occurred where five ordinances were reviewed. Councilman Pettit also informed the council he would like to call another Council Affairs meeting for Monday December 12th at 5:15 P.M. At this meeting, the committee is going

to check the editorial comments from the previous meeting and look over four more ordinances to bring to the council by the end of year.

PUBLIC WORKS & UTILITIES- MINCHUK – Councilman Minchuk informed the council about winter preparedness. When snow start falling, He requested that residents move theirs's cars to the driveway. This helps with snow removal from the streets.

Councilman Minchuk also informed the council while driving around the Town, he noticed that residents are still leaving branches and sticks in front on their houses on the street. The program for the removal of these items is closed. Residents must bring the branches and sticks to the Streets Department on 73rd Avenue for disposal.

ELECTIONS, PUBLIC RELATIONS, & TOWN BEAUTIFICATION-PETTIT- Councilman Pettit informed the council that the Crossroads Regional Chamber Gala was well attended. Honor at the Gala was Police Officer of the Year Kwata Osborne and Firefighter of the Year Patrick Nawracaj. Councilman Pettit thanked everyone who attend for supporting the Chamber our business community.

Councilman Pettit also informed the council that The Town of Merrillville is accepting letters of interest for a variety of openings on the following boards and commission to begin serving in the calendar year 2023:

- Board of Metropolitan Police Commissioners (2 Positions Available))
- Storm Water Management Board (1 Position Available)
- Planning Commission (2 Position Available)
- Board of Zoning Appeals (1 Position Available)

There may be other boards and commissions or residents' committees. Councilman Pettit encourages those who are interest in serving to submit a letter of interest addressed to:

Patrick Reardon, Town Manager
7820 Broadway
Merrillville, IN 46410

Councilman Pettit stated the letters can be mailed or hand delivery. Residents who are interested must live in the Town of Merrillville and a registered Republican or Democrat. If neither Republican or Democrat, Independent must be based on voting record. Political party must be included in the letter of interest. The letter of interest must be received in the Town Manager Office by Monday December 19, 2022,

Councilman Pettit also state that the Town of Merrillville is in the process of establishing an Engage Citizen Database where all respondents' names will be entered for consideration. Those not appointed to fill a current board or commission vacancy may be asked to participant on another committee.

ENVIRONMENTAL AFFAIRS- WHITE – Councilman White informed the council that Covid-19 is still around, and a lot of people are becoming infected. He encouraged residents to get their booster.

He also informed the council there were 16 hospitalizations from Covid-19 and no deaths.

PERSONNEL POLICY & EMPLOYEE BENEFITS – HARDAWAY – No Report

PUBLIC SAFETY- MINCHUK- Councilman Minchuk informed the council the next meeting is scheduled for December 1, 2023.

Councilman White informed the council that some action needs to be taking regarding gunshots in the community. His Ward is hearing continuous gunshots. He met with Assistant Chief Nuses regarding the problem that is a public safety issue.

ECONOMIC DEVELOPMENT-PETTIT – Councilman Pettit informed the council at the Redevelopment Commission meeting bids were open for Chicago Aerospace which will be located at Ameriplex Crossroads in the old field house building. Chicago Aerospace is purchasing two pieces of equipment at a total cost of 466,704.00. Town Manager Reardon will find out when the company is going to move in the building.

PARKS & RECREATION- UZELAC – No Report, Councilwoman Uzelac wasn't present at the meeting.

ABANDONED -BLIGHTED PROPERTIES-HARDAWAY – No Report

DEAN & BARBARA WHITE COMMUNITY CENTER-MINCHUK & PETTIT – Councilman Pettit informed the council that bleachers are in and concrete work has been done. The sound system has been upgraded at the Weiss Family Field. Councilman Pettit deferred to Director Price for more updates regarding the Dean and Barbara White Community Center.

Director Price added on Friday November 18th Leaner and Associates held a turkey giveaway at Dean and Barbara White Community Center. 750 Merrillville residents were given turkeys. The event was peaceful and organized. On the weekend on the November 18th and 19th, several sporting events were held at the Community Center. Director Price stated the schools like Hyatt Charter and Aquinas looks forward to having a gym for basketball practice. Hyatt Charter doesn't have a gym and Aquinas is being completed.

Director Price also stated he is preparing for the winter and making sure everything is in place for winterizing and snow removal.

Councilman Pettit state he would like the Dean & Barbara White Committee to have a joint meeting with the Budget and Finance Committee for Monday December 5, 2022, at 4:30 P.M. The meeting was scheduled.

SPECIAL PROJECTS (F & B TAX, DIVERSITY, 4TH of JULY CELEBRATION-

HARDAWAY – Vice-President Hardaway elaborated on the turkey and coats giveaways events that occurred in the Town of Merrillville.

Vice-President Hardaway announced the Town of Merrillville will be having the Christmas Tree Lighting on November 25, 2022, at 6:00 P.M. Santa Clause will be at the event. Donuts and hot chocolate will be served.

Vice-President Hardaway reminded the council about the Holiday House Decorating Contest. The deadline to enter is December 14, 2022. Applications are available at Town Hall and online. The contest is open to all seven Wards. The prizes are a gift certificate, yard sign, and mantle sign. The council members will be judging each other's Wards.

DEPARTMENT & COMMISSION REPORTS

LAKE COUNTY SOLID WASTE MANAGEMENT-WHITE – Councilman White informed the council that a meeting was scheduled but had to be cancelled due to lack of a quorum. A meeting has been scheduled for Friday December 2, 2022.

NORTHERN INDIANA REGIONAL PLANNING COMMISSION-HARDAWAY –

Councilman Hardaway informed the council that a meeting has been schedule with NIRPC for Thursday December 8, 2022.

STORMWATER MANAGEMENT RESOURCES-LAKE – Director Lake wasn't present. Vice-President Hardaway informed the council about complaints regarding Gary Sanitary District. He has reached out to the chairperson of Gary Sanitation District's board and Senator Melton to get resolution to some of the problems.

Councilman Pettit informed the council that he wanted to take a moment to thank Attorney Svetanoff and Director Lake for resolving the Sandpiper retention pond situation in Panhandle. All the documents are signed and the money is coming out of Stormwater.

SOUTHSHORE VISITORS AND CONVENTION AUTHORITY – Town Manager Reardon informed the council that the Legislative Reception event occurred on November 10, 2022.

Town Manager Reardon stated the board meeting was held on Thursday November 17, 2022. He also announced a Christmas event is scheduled for December 7, 2022, at the headquarters located on Kennedy Avenue and 80/94. The event is based on the Christmas Story by Gene Shepherd.

FIRE TERRITORY BOARD-MINCHUK – Councilman Minchuk informed the council no meetings are scheduled.

DEPARTMENT REPORTS/TOWN MANGER

Director Shine stated she will elaborate during the BZA portion of the meeting.

Director Chilcott shared with the council project photos of the Crow Holdings Project and elaborated on the 225-million-dollar project consisting of five buildings covering 2.3 million square feet of space on 196 acres.

Councilman White suggested that the Town of Merrillville be informed about available jobs on projects.

Director King informed the council 2022 paving program is coming to end, and only minor striping needs to be done. Director Lake elaborated on several other projects that are coming to an end. He also stated the Christmas Tree had been cut down and moved to the Dean & Barbara White Community Center for

decorating. Director King informed the council that MCD is going to be doing a closure of Madison Street for three days and detours routes will be posted on the website.

Assistant Chief Nuses informed the council that officers have been assigned to address traffic issues in certain areas.

Councilman White asked Assistant Chief Nuses for a plan moving forward to address the gunshots in the Town of Merrillville that is problematic for the residents.

Director Price informed the council he has nothing to add to his previous report.

Town Manager Reardon informed the council he has nothing to add to his previous report.

GENERAL ORDERS

A. Ordinances

First Readings: (Discussion and Roll Call Vote)

Ordinance 22-27 (Discussion and Roll Call Vote)

An Ordinance of The Town of Merrillville, Lake County, Indiana, Authorizing Additional Appropriation in the 2022 Casino Gaming Fund & 2022 Wheel Tax Revenue.

Councilman Minchuk made a motion to tabled Ordinance 22-27 because the numbers are incorrect, seconded by Councilman Pettit

No further questions or comments from council.

Motion carries by vote voice.

Second Readings: (Discussion, Public Comment, and Roll Call Vote)

Ordinance 22-26 (Discussion, Public Comment, and Roll Call Vote)

An Ordinance of The Town of Merrillville, Lake County, Indiana, Authorizing A Transfer of Monies Within the Funds of the Park Department and an Additional Appropriation.

Councilman Minchuk made a motion to tabled Ordinance 22-26, seconded by Councilman White.

No further questions or comments from council.

Motion carries by vote voice.

B. Resolutions: (Discussion and Voice Vote)

Resolution 22-74 (Discussion and Voice Vote)

A Resolution of the Town of Merrillville, Lake County, Indiana Transferring Monies of the 2022 Budget Within the General Fund.

Councilman White made a motion to approve Resolution 22-74, seconded by Councilman Pettit.

No further questions or comments from council.

Motion carries by voice vote.

Resolution 22-75 (Discussion and Voice Vote)

A Resolution of the Town of Merrillville, Lake County, Indiana Transferring Monies of the 2022 Budget Within the CCI Fund.

Councilman Pettit made a motion to approve Ordinance 22-75, seconded by Councilman White.

No further questions or comments from council.

Motion carries by voice vote.

C. American Rescue Plan

AP Voucher Register Summary for ARP Purchases for November 22, 2022

Vice-President Hardaway informed the council that the AP Voucher summary is 68,309.75

Councilman Pettit made a motion to approve 68,309.75, seconded by Councilman White.

Vice-President Hardaway informed the council that applications will continue to be accepted for ARP grants.

No further questions or comments from the council.

Motion carries by voice vote.

D. BZA & LARGE GATHERING ACTIONS

Petitioner: Daniel Sharrer
Owner: Alnimer LLC Capital Investment Funding
Request: Special Exception Approval
Purpose: To Allow a Used Car Dealership
Location: 6491 Broadway
Zoning: C-3, Highway Commercial Zoning District

Planning and Building Director Shine elaborate towards the BZA Action

Councilman White informed the council that he is requesting conditional approval for six months, then one year for Alnimer LLC Capital Investment.

Councilman White made a motion to approve the BZA Action with conditions, seconded by Councilman Minchuk.

Councilman Minchuk stated that Alnimer LLC Capital Investment Funding is required to keep the limit to 300 cars. The business also must make sure enough lighting and security cameras are installed.

Motion carries by roll call vote 5-0

Petitioner: Next Level Events
Owner: Chicago Capital
Request: Special Exception Approval
Purpose: To Allow an Event Space
Location: 5416 Broadway
Zoning: C-3, Highway Commercial Zoning District

Planning and Building Director Shine elaborate towards the BZA Action.

Vice-President Hardaway informed the council that he is requesting that security be present at all the events of Next Level Events. He also would like a 6 months and 12 months review of Next Level Events.

Councilman Pettit made a motion to approve the BZA Action with a six months and 12 months review along with the conditions BZA placed on Next Level Events, second by Councilman Manchuk.

Motion carries by roll call vote 5-0

OLD BUSINESS

Councilman Pettit informed the council that Andrean High School won their semi-state game. He asked Assistant Chief Nesus to make sure the team get a full police/fire escort out of town.

Councilman Pettit made a motion to place a moratorium on used car lots along the Broadway Corridor in Merrillville, Indiana, seconded by Councilman White.

Motion carries by roll call vote.

Councilman Minchuk congratulated Andrean High School on the semi-state win. He also elaborated on more sports teams.

NEW BUSINESS

None

SPECIAL PRESENTATIONS

None

ANNOUNCEMENTS:

Town Buildings will be closed for Thanksgiving November 24th and 25th

Christmas Tree Lighting November 25th at 6:00 P.M. @ the Dean & Barbara White Community Center

Public Safety Meeting December 1st at 4:00 P.M.

Dean and Barbara White Community Center & Budget and Finance Monday December 5th 4:30 P.M.

Town Council Workshop December 6th 4:30 P.M.

Plan Commission Meeting December 6th at 6:30 P.M.

Council Affairs Committee Meeting December 12th 5:15 P.M.

American Rescue Plan (ARP) Meeting December 12th 4:30 P.M.

Town Council Meeting December 13th at 6:30 P. M.

ADJOURNMENT:

A motion and seconded were made.

Meeting Adjourned.

Rick Bella, President

Kelly White Gibson, Clerk-Treasurer

Minutes Submitted By Angela Lewis

ORDINANCE NO. 22-28

AN ORDINANCE OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
AUTHORIZING ADDITIONAL APPROPRIATIONS
IN VARIOUS FUNDS FOR THE 2022 BUDGET

WHEREAS, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the annual budget in various Funds of the Town; and

WHEREAS, the Council is aware that the Funds currently hold sufficient cash balance and are expected to receive additional miscellaneous revenues throughout the year to support the requested additional appropriations, and

NOW, THEREFORE BE IT ORDAINED, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that it is hereby provided and ordered for the expenses of the taxing unit, the following additional sums of money are appropriated out of the funds named, subject to laws governing the same:

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Fund 1101:		
GENERAL FUND - DEPT. 8 (COURT)		
1101008115.000 General/Civil Ct. Admin	\$ 2,410.00	\$ 2,410.00
1101008116.000 General/Secretary	6,075.00	6,075.00
1101008118.000 General/Part-Time Bailiff	3,005.00	3,005.00
1101008119.000 General/P-T Public Def.	5,362.00	5,362.00
1101008182.000 General/Social Security	2,863.00	2,863.00
1101008371.000 General/Machine Lease	2,000.00	2,000.00
1101008394.000 General/Contractual	23,285.00	23,285.00
	<u>\$ 45,000.00</u>	<u>\$ 45,000.00</u>
GENERAL FUND - DEPT. 7 (TOWN ADMIN.)		
1101007399.000 General/Town Admin	<u>155,000.00</u>	<u>155,000.00</u>
Total for GENERAL FUND - DEPT. 8:	<u>\$ 200,000.00</u>	<u>\$ 200,000.00</u>
Fund 2403:		
<u>(ARP) AMERICAN RESCUE PLAN</u>		
2403006191.000 ARP/Bonuses	\$ 320,700.00	\$ 320,700.00
2403006192.000 ARP/Social Sec-Bonuses	12,086.00	12,086.00
2403006393.000 ARP/Hdwe-Software	220,192.00	220,192.00
2403006394.000 ARP/Contractual Services	37,107.00	37,107.00
2403006399.000 ARP/Revenue Replctmt	3,232,493.40	3,232,493.40
2403006453.000 ARP/Other Equipment	117,457.00	117,457.00
2403007177.000 ARP/Grant Administrator	2,200.00	2,200.00
2403007182.000 ARP/Social Security	<u>170.00</u>	<u>170.00</u>
Total for AMERICAN RESCUE PLAN Fund:	<u>\$ 3,942,405.40</u>	<u>\$ 3,942,405.40</u>
Fund 2360:		
<u>COMMUNITY CENTER GIFT FUND</u>		
2360010910.000 Comm Ctr Gift/Other	<u>\$ 250,000.00</u>	<u>\$ 250,000.00</u>
Total for COMMUNITY CENTER GIFT Fund:	<u>\$ 250,000.00</u>	<u>\$ 250,000.00</u>
Fund 2240:		
<u>LOIT PUBLIC SAFETY CAGIT</u>		
2240010221.000 LOIT/Gasoline	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>
Total for LOIT PUBLIC SAFETY CAGIT Fund:	<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>

This ordinance shall be in full force and effect from and after its passage. DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of December, 2022.

Rick Bella, Council President
Ward 5

Marge Uzelac, Councilwoman
Ward 4

Don Spann, Councilman
Ward 1

Shawn Pettit, Councilman
Ward 6

Richard Hardaway, Vice President
Ward 2

Leonard White, Councilman
Ward 7

Jeff Minchuk, Councilman
Ward 3

ATTEST: _____
Kelly White-Gibson
Clerk-Treasurer

ORDINANCE 22-29**AN ORDINANCE OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
AMENDING ORDINANCE 22-21, 22-17, 22-09 and 21-29 AND PAY FOR EMPLOYEES OF THE
TOWN OF MERRILLVILLE, INDIANA, FOR THE CALENDAR YEAR 2023****BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, INDIANA:**

SECTION 1: That from and after the First day of January, 2023, the salary and pay schedule for elected, and appointed officers and employees of the Town of Merrillville, Indiana, be fixed as follows, with the rates, salaries and quantities listed being the maximum allowed for each position:

Department(s) Amended: <i>all</i>				
Elected Officials	Hiring Limit	Compensation		
		Type	Rate	Annual
Town Council President	1	Monthly	\$ 1,433.33	\$ 17,199.96
Town Council Members	3	Monthly	\$ 1,333.33	\$ 15,999.96
Town Council Members + Plan Commission	3	Monthly	\$ 1,383.33	\$ 16,599.96
Clerk-Treasurer	1	Bi-weekly	\$ 2,326.94	\$ 60,500.44
Town Judge	1	Bi-weekly	\$ 2,269.24	\$ 59,000.24
Town Administration				
Town Manager/Director of Municipal Operations	1	Bi-weekly	\$ 3,365.38	\$ 87,499.88
Administrative Manager, Council/Town Manager	1	Bi-weekly	\$ 1,863.46	\$ 48,449.96
Information Technology Director (partial PNR)	1	Bi-weekly	\$ 2,692.30	\$ 69,999.80
Content Manager	\$ 20,000	Hourly	\$ 25.00	
Town Hall Building Maintenance	1	Bi-weekly	\$ 1,224.00	\$ 31,824.00
Human Resources Director	1	Bi-weekly	\$ 2,550.00	\$ 66,300.00
Administrative Secretary	1	Bi-weekly	\$ 1,530.00	\$ 39,780.00
Economic Development Director	1	Bi-weekly	\$ 2,550.00	\$ 66,300.00
Administrative Secretary	1	Bi-weekly	\$ 1,530.00	\$ 39,780.00
Town Court				
Judge Pro Temp (Ref.)	1	Bi-weekly	\$ 698.46	\$ 18,159.96
Part Time Judge Pro Temp (Ref.)	-	Bi-weekly	\$ 557.70	-
Administrative Assistant, Court	1	Bi-weekly	\$ 2,138.85	\$ 55,610.10
Civil Court Administrator	1	Bi-weekly	\$ 1,750.00	\$ 45,500.00
Secretary Class I, Court	1	Bi-weekly	\$ 1,509.62	\$ 39,250.12
Secretary Class II, Court	-	Bi-weekly	\$ 1,375.00	-
Secretary Class III, Court	2	Bi-weekly	\$ 1,192.31	\$ 31,000.06
Part Time Secretaries, Court	\$ 21,590	Hourly	\$ 15.79	
Public Defender I	1	Bi-weekly	\$ 663.46	\$ 17,249.96
Public Defender II	1	Bi-weekly	\$ 625.01	\$ 16,250.26
Full Time Bailiff	-	Bi-weekly	\$ 1,365.39	-
Part Time Bailiffs	\$ 11,700	Hourly	\$ 14.48	
Probation Officer	1	Bi-weekly	\$ 598.46	\$ 15,559.96
Part Time Staff, Court		Hourly	\$ 13.04	
Clerk-Treasurer				
Administrative Bookkeeper, Clerk-Treasurer	1	Bi-weekly	\$ 2,138.08	\$ 55,590.08
Office Manager, Clerk-Treasurer	1	Bi-weekly	\$ 1,824.23	\$ 47,429.98
Payroll Administrator, Clerk-Treasurer	1	Bi-weekly	\$ 1,824.23	\$ 47,429.98
Admin. Secretary, Class I, Clerk-Treasurer	3	Bi-weekly	\$ 1,735.97	\$ 45,135.22
Admin. Secretary, Class II, Clerk-Treasurer	-	Bi-weekly	\$ 1,530.00	\$ 39,780.00
Admin. Secretary, Class III, Clerk-Treasurer	-	Bi-weekly	\$ 1,451.54	\$ 37,740.04
Admin. Secretary, Class II, Clerk-Treasurer (F&H)	1	Bi-weekly	\$ 1,530.00	\$ 39,780.00
Part Time Secretary	\$ 7,650	Hourly	\$ 16.60	-
Police Department				
Police Commissioner	5	Monthly	\$ 100.00	\$ 1,200.00
Chief of Police	1	Bi-weekly	\$ 3,149.43	\$ 81,885.18
Assistant Police Chief	1	Bi-weekly	\$ 2,951.35	\$ 76,735.10
Operations Commander	1	Bi-weekly	\$ 2,852.31	\$ 74,160.06
Police Captain	-	Bi-weekly	\$ 2,792.89	\$ 72,615.14
Police Department Commander	3	Bi-weekly	\$ 2,792.89	\$ 72,615.14
Police Lieutenant	7	Bi-weekly	\$ 2,733.46	\$ 71,069.96
Shift Commander	2	Bi-weekly	\$ 2,733.46	\$ 71,069.96
Police Sergeant	3	Bi-weekly	\$ 2,674.04	\$ 69,525.04

Police Department (cont.)

Police Corporal	11	Bi-weekly	\$ 2,614.62	\$ 67,980.12
Detective	6	Bi-weekly	\$ 2,614.62	\$ 67,980.12
Patrolman, Special First Class (after 34 years)	1	Bi-weekly	\$ 2,961.53	\$ 76,999.78
Master Patrolman	25	Bi-weekly	\$ 2,555.20	\$ 66,435.20
Patrolman, First Class (after 24 months)		Bi-weekly	\$ 2,555.20	\$ 66,435.20
Patrolman, Second Class (13-24 months)		Bi-weekly	\$ 2,475.96	\$ 64,374.96
Patrolman, Probationary (1-12 months)		Bi-weekly	\$ 2,396.73	\$ 62,314.98
Administrative Assistant, Police	1	Bi-weekly	\$ 1,889.84	\$ 49,135.84
Senior Secretary, Class I Police	1	Hourly	\$ 20.87	\$ 35,833.79 ⁽¹⁾
Senior Secretary, Class II Police	1	Hourly	\$ 19.38	\$ 33,275.46 ⁽¹⁾
Secretary Class I	-	Hourly	\$ 18.85	-
Secretary Class II	-	Hourly	\$ 18.26	-
Secretary Class III (Probation)	1	Hourly	\$ 17.32	\$ 36,025.60 ⁽²⁾
Secretary, Part Time	-	Hourly	\$ 16.60	-
Law Enforcement Technician	1	Hourly	\$ 20.87	\$ 43,409.60
Information Technology Technician	-	Bi-weekly	\$ 2,157.69	\$ 56,099.94
Special Service Officer	1	Bi-weekly	\$ 1,618.27	\$ 42,075.02
Animal Control Officer, Part Time	-	Hourly	\$ 15.00	\$ 18,720.00 ⁽³⁾

⁽¹⁾ Annual Salary listed is based on 64 hr/pay period schedule, with additional for Holiday pay. ⁽²⁾ Based on 80 hr/pay.

⁽³⁾ Annual Salary listed is based on 48 hr/pay period schedule.

Planning & Building, Engineer, Code Enforcement

Board of Zoning Appeals Member	3	Monthly	\$ 100.00	\$ 1,200.00
Plan Commission Member	3	Monthly	\$ 200.00	\$ 2,400.00
Building & Planning Director	1	Bi-weekly	\$ 2,942.31	\$ 76,500.06
Planning & Building Assistant	1	Bi-weekly	\$ 1,726.15	\$ 44,879.90
Secretary, Senior, Planning & Building	1	Bi-weekly	\$ 1,553.54	\$ 40,392.04
Secretary, Planning and Building	1	Bi-weekly	\$ 1,490.77	\$ 38,760.02
Part Time Secretary, Planning & Building	\$ 7,000	Hourly	\$ 20.00	-

Code Enforcement

Director of Code Enforcement	1	Bi-weekly	\$ 2,000.76	\$ 52,019.76
Code Enforcement Officer	1	Bi-weekly	\$ 1,526.08	\$ 39,678.08
Code Enforcement Officer	1	Bi-weekly	\$ 1,333.84	\$ 34,679.84

Public Works

Public Works Director/Engineering Administrator	1	Bi-weekly	\$ 3,020.76	\$ 78,539.76
Street Superintendent	1	Hourly	\$ 27.85	\$ 57,928.00 **
Public Works Administrative Secretary	1	Bi-weekly	\$ 1,618.27	\$ 42,075.02
Part-time Secretary	-	Hourly	\$ 16.60	- **
Foreman	1	Hourly	\$ 26.83	\$ 55,806.40 **
Senior Operator	4	Hourly	\$ 24.09	\$ 50,107.20 **
Mechanic/Shop Foreman	1	Hourly	\$ 25.28	\$ 52,582.40 **
Mechanic	1	Hourly	\$ 24.09	\$ 50,107.20 **
Operator I	4	Hourly	\$ 23.34	\$ 48,547.20 **
Operator II	6	Hourly	\$ 23.70	\$ 49,296.00 **
Labor Class I	1	Hourly	\$ 22.07	\$ 45,905.60 **
Labor Class II	6	Hourly	\$ 22.83	\$ 47,486.40 **
Summer Help Class I	\$ 60,000	Hourly	\$ 14.60	-
Summer Help Class II		Hourly	\$ 15.10	-
Part Time, Regular	\$ 70,000	Hourly	\$ 21.64	-

** Annual Salary listed is based on 80 hour/pay period schedule.

Parks Department

Parks Director (partial PNR)	1	Bi-weekly	\$ 2,942.30	\$ 76,499.80
Assistant Director (partial PNR)	1	Bi-weekly	\$ 1,944.27	\$ 50,551.02
Recreation Coordinator / Office Manager (PNR)	2	Bi-weekly	\$ 1,569.23	\$ 40,799.98
Recreation Supervisor FT (PNR)	2	Bi-weekly	\$ 1,387.20	\$ 36,067.20
Recreation Supervisor PT (PNR)	\$ 135,000	Hourly	\$ 15.30	-
Building Manager (PNR)	-	Bi-weekly	\$ 1,569.23	\$ 40,799.98
Front Desk Supervisor (PNR)	1	Bi-weekly	\$ 1,569.23	\$ 40,799.98
Front Desk Attendant, Level I (PNR)	\$ 80,000	Hourly	\$ 13.00	-
Front Desk Attendant, Level II (PNR)		Hourly	\$ 9.00	-
Event Center Manager (PNR)	1	Bi-weekly	\$ 1,569.23	\$ 40,799.98
Event Center Coordinator (PNR)	\$ 40,000	Hourly	\$ 12.00	-

Parks Department (cont.)

Maintenance Supervisor (PNR)	1	Bi-weekly	\$ 1,765.39	\$ 45,900.14
Custodian (PNR)	1	Bi-weekly	\$ 1,224.00	\$ 31,824.00
Part Time Custodian (PNR)	\$ 16,000	Hourly	\$ 13.00	
Maintenance Crew	\$ 40,000	Hourly	\$ 14.60	-
Laborer (PNR)	\$ 17,160	Hourly	\$ 11.00	-
Activity Leader, Level I (PNR)	\$ 30,000	Hourly	\$ 15.00	-
Activity Leader, Level II (PNR)		Hourly	\$ 9.00	-

Fire Protection Territory

Fire Chief	1	Bi-weekly	\$ 3,386.73	\$ 88,054.98
Deputy Fire Chief	1	Bi-weekly	\$ 3,152.66	\$ 81,969.16
Fire Captain	3	Bi-weekly	\$ 2,684.47	\$ 69,796.22
Lieutenant	3	Bi-weekly	\$ 2,555.70	\$ 66,448.20
Firefighter/EMT(special)		Bi-weekly	\$ 3,089.06	\$ 80,315.56
Firefighter/EMT	\$ 378,630	Bi-weekly	\$ 2,426.94	\$ 63,100.44
Firefighter - Probationary		Bi-weekly	\$ 2,263.07	\$ 58,839.82
Fire Department Administrative Assistant		Hourly	\$ 23.39	\$ 48,651.20
Volunteer Firefighter (on scene)	\$ 400,000	Per Call	\$ 20.04	
Volunteer Firefighter (on standby)		Per Call	\$ 15.59	
Volunteer Firefighter (in training)		Per Training	\$ 22.28	-
Volunteer Officer (on scene)		Per Call	\$ 22.28	
Part Time Firefighter		Hourly	\$ 13.37	
Part Time Firefighter/EMT		Hourly	\$ 16.71	

Stormwater

Stormwater Management Board Member	3	Monthly	\$ 100.00	\$ 1,200.00
Stormwater Director	1	Bi-weekly	\$ 3,442.31	\$ 89,500.00
Stormwater Administrative Secretary	1	Bi-weekly	\$ 1,892.88	\$ 49,214.88
Stormwater Superintendent	1	Bi-weekly	\$ 1,670.13	\$ 43,423.38
Stormwater Senior Operator	1	Hourly	\$ 27.22	\$ 56,617.60 **
Stormwater Crew Member/Part Time II	\$ 44,000	Hourly	\$ 20.00	-
Stormwater Crew Member/Part Time II		Hourly	\$ 20.00	

** Annual Salary listed is based on 80 hour/pay period schedule.

*** Note: Monthly = 12 payments per year at the end of each month

Bi-Weekly = 26 pays per year (some years might have 27 pays depending on the calendar of a particular year)

LONGEVITY - FULL-TIME EMPLOYEES ONLY:

The Longevity Program is again adopted for full-time employees and elected officials. Please refer to the current Personnel Policy Manual for the policy and levels of longevity compensation.

SECTION 2 - Holidays:

The Holiday Schedule for Calendar Year 2023 is to follow that adopted by the Town Council in Resolution 22-73, or any superceding Resolution thereto.

SECTION 3 - Overtime, Vacation Leave, Sick Leave and Personal Days:

Refer to the current Personnel Policy Manual for the Overtime, Vacation Leave, Sick Leave and Personal Days policies.

SECTION 4 - Merrillville Police Depart specific polices:

Refer to Appendix A for policies involving the employees of the Merrillville Police Department.

This ordinance shall be in full force and effect from and after its passage. **DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, THIS _____ DAY OF DECEMBER, 2022.**

Rick Bella, Council President
Ward 5

Don Spann, Councilman
Ward 1

Richard Hardaway, Vice-President
Ward 2

Jeff Minchuk, Councilman, Ward 3

Margaret Uzelac, Councilwoman
Ward 4

Shawn Michael Pettit, Councilman
Ward 6

Leonard White, Councilman
Ward 7

ATTEST: _____
Kelly White-Gibson, Clerk-Treasurer

APPENDIX A to ORDINANCE 22-29

The following sections relate to the employees of the Merrillville Police Department.

SECTION A-1 - Credit for Previous Law Enforcement Service:

An individual hired for the Merrillville Police Department as a sworn officer will be given a credit for previous service for salary purposes only, if he or she was a sworn full-time officer in another police department for at least 2 years. The individual will be compensated as a 2nd Class patrolman for the first year of employment and as a first class patrolman for the second year of employment.

SECTION A-2 - Specialty Pay:

The Chief of Police will establish approved categories classified as Specialists. Officers on the approved Specialist list will receive an additional \$500.00 annually. Specialists serving on more than one approved category will receive no more than \$500.00 annually.

SECTION A-3 - Overtime and Compensatory Time:

(A) Full time employees of the Police Department who work additional hours which would be deemed overtime in relationship to any federal, state or county grant or for a specific law enforcement purpose approved by the Chief of Police is entitled to receive overtime compensation at a rate of one and one half times their calculated base hourly pay.

(B) The full time employees of the Police Department will receive in lieu of overtime compensation, compensatory time off at a rate of not less than one and one half hours for each hour of employment for which overtime compensation is required pursuant to the Fair Labor Standards Amendments of 1985.

(C) Such employees shall receive compensatory time off in lieu of overtime for hours worked according to a 28 day 7(k) work period system.

(D) Such employees may accrue not more than four hundred eighty (480) hours of compensatory time for hours worked after April 14, 1986. Any employees who accrue four hundred eighty (480) hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.

(E) An employee who has accrued compensatory time off authorized to be provided hereunder shall, upon termination of employment, be paid for the unused compensatory time off at a rate of compensation not less than:

- (1) The average regular rate received by such employee during the last three (3) years of the employees employment, or
- (2) The final regular rate received by such employee, whichever is higher.

(F) An employee under this section who has accrued compensatory time off who has requested the use of such compensatory time, shall be permitted by the Town to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operation of the Town.

(G) An employee under this section who agrees to be employed on a special detail by a separate or independent employer, such hours the individual was employed by such separate and independent employer, shall be excluded by the Town in the calculation of compensation, if the Town:

- (1) Required that the employee be hired by a separate and independent employer to perform the special detail,
- (2) Facilitates the employment of such employees by a separate and independent employer, or
- (3) Otherwise affects the condition of employment of such employees by a separate and independent employer.

(H) If an employee under this section on an occasional or sporadic basis and solely at his or her option, has part time employment for the Town which is in a different capacity from any capacity in which the employee is regularly employed with the Town, the hours such employee was employed in performing the different employment shall be excluded by the Town in a calculation of the hours for which the employee is entitled to overtime compensation.

SECTION A-4 - Sick Leave:

Police Officers may accumulate sick leave from year to year, up to a maximum of 360 hours. Sick leave is accumulated at six (6) hours per month of service.

ORDINANCE NO. 22-30

AN ORDINANCE OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
AUTHORIZING A FEE FOR CREDIT/DEBIT CARD USAGE

WHEREAS, the Town has established a procedure whereby residents and business owners can pay for various licenses and fees due to the Town through either an on-line process or in person at the Clerk-Treasurer's Office by using a credit/debit card; and

WHEREAS, in order to allow Merrillville residents and business owners to conduct their payments with a credit/debit card, the Town has contracted with a bank processing company, which involves a transaction charge being charged to the Town; and

WHEREAS, under Ind. Code § 36-1-8-11 the Town is authorized to pass this charge onto the person or entity using the credit/debit card; and

NOW, THEREFORE BE IT ORDAINED, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that the following fees are to be charged when a credit/debit card is used to pay the following licenses and fees:

	AMOUNT OF FEE
Business License	\$ 5.00
Hazmat Materials License	\$ 5.00
Alarm Fee	\$ 2.50

This ordinance shall be in full force and effect from and after its passage. DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of December, 2022.

Rick Bella, Council President
Ward 5

Marge Uzelac, Councilwoman
Ward 4

Don Spann, Councilman
Ward 1

Shawn Pettit, Councilman
Ward 6

Richard Hardaway, Vice President
Ward 2

Leonard White, Councilman
Ward 7

Jeff Minchuk, Councilman
Ward 3

ATTEST: _____
Kelly White-Gibson
Clerk-Treasurer

AMENDED ORDINANCE NO. 22-27

**AN ORDINANCE OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
AUTHORIZING ADDITIONAL APPROPRIATIONS
IN THE 2022 CASINO GAMING FUND & 2022 WHEEL TAX REVENUE FUND**

WHEREAS, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the 2022 annual budget in the Casino Gaming Fund and the Wheel Tax Revenue Fund; and

WHEREAS, the Council is aware that the Casino Gaming Fund and the Wheel Tax Revenue Fund currently hold sufficient cash balances and may receive additional miscellaneous revenues throughout the year to support the requested additional appropriations, and

NOW, THEREFORE BE IT ORDAINED, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that it is hereby provided and ordered for the expenses of the taxing unit, the following additional sums of money are appropriated out of the funds named, subject to laws governing the same:

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Fund 2235: <u>CASINO GAMING FUND</u>		
2235010423 Casino/Discretionary	\$ 80,161.42	\$ 80,161.42
2235010394 Casino/Contractual Service	<u>50,000.00</u>	<u>50,000.00</u>
Total for CASINO GAMING FUND:	<u>\$ 130,161.42</u>	<u>\$ 130,161.42</u>
Fund 2250: <u>WHEEL TAX REVENUE</u>		
2250010394 Wheel Tax/Contractual	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>
Total for WHEEL TAX REVENUE FUND:	<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>

This ordinance shall be in full force and effect from and after its passage. DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of _____, 2022.

Rick Bella, Council President
Ward 5

Marge Uzelac, Councilwoman
Ward 4

Don Spann, Councilman
Ward 1

Shawn Pettit, Councilman
Ward 6

Richard Hardaway, Vice President
Ward 2

Leonard White, Councilman
Ward 7

Jeff Minchuk, Councilman
Ward 3

ATTEST: Kelly White-Gibson
Clerk-Treasurer

**RESOLUTION # 22-77
TOWN OF MERRILLVILLE, INDIANA**

**A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE
COUNTY, INDIANA, TRANSFERRING MONIES OF THE 2022
BUDGET WITHIN THE GENERAL FUND**

WHEREAS, in the appropriation of funds for the year 2022, there is a need to transfer certain monies within the General Fund, therefore

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that the following transfer of funds be approved:

	<u>Decrease</u>	<u>Increase</u>
1101012185 General/Econ Dev Clothing	\$316.00	
1101012322 General/Econ Dev Travel		\$32.00
1101012212 General/Econ Dev Office Supplies		\$284.00
<hr/>		
	Total:	\$316.00

DULY ADOPTED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of _____, 2022.

Rick Bella, Town Council President

ATTEST:

Kelly White Gibson, Clerk-Treasurer

**RESOLUTION # 22-78
TOWN OF MERRILLVILLE, INDIANA**

**A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE
COUNTY, INDIANA, TRANSFERRING MONIES OF THE 2022
BUDGET WITHIN THE GENERAL FUND**

WHEREAS, in the appropriation of funds for the year 2022, there is a need to transfer certain monies within the General Fund, therefore

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
MERRILLVILLE, LAKE COUNTY, INDIANA, that the following transfer of
funds be approved:**

	<u>Decrease</u>	<u>Increase</u>
1101002322 General/Travel(TC)	\$374.10	
1101002323 General/Travel (TM)	\$129.37	
1101002212 General/Office Supplies	\$454.06	
1101002221 General/Gasoline		\$957.53
<hr/>		
	Total:	\$957.53

**DULY ADOPTED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of _____,
2022.**

Rick Bella, Town Council President

ATTEST:

Kelly White Gibson, Clerk-Treasurer

**RESOLUTION # 22-79
TOWN OF MERRILLVILLE, INDIANA**

**A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE
COUNTY, INDIANA, TRANSFERRING MONIES OF THE 2022
BUDGET WITHIN THE GENERAL FUND**

WHEREAS, in the appropriation of funds for the year 2022, there is a need to transfer certain monies within the General Fund, therefore

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that the following transfer of funds be approved:

	<u>Decrease</u>	<u>Increase</u>
1101007342 General/Workman's Comp	\$7,500.00	
1101007184 General/PERF		\$7,500.00
	Total:	\$7,500.00

DULY ADOPTED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of _____, 2022.

Rick Bella, Town Council President

ATTEST:

Kelly White Gibson, Clerk-Treasurer

**RESOLUTION 22-80
TOWN OF MERRILLVILLE, INDIANA**

**A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE
COUNTY, INDIANA, TRANSFERRING MONIES OF THE 2022
BUDGET WITHIN THE GENERAL FUND**

WHEREAS, in the appropriation of funds for the year 2022, there is a need to transfer certain monies within the General Fund, therefore

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that the following transfer of funds be approved:

	<u>Decrease</u>	<u>Increase</u>
1101013112 General/HR Admin Sec	\$1000.00	
1101013212 General/HR Office Supplies		\$500.00
1101013243 General/HR Other Supplies		\$250.00
1101013358 General/HR Copier Lease		\$250.00
	Total:	\$1000.00

DULY ADOPTED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of _____, 2022.

Rick Bella, Town Council President

ATTEST:

Kelly White Gibson, Clerk-Treasurer

**RESOLUTION 22-81
TOWN OF MERRILLVILLE, INDIANA**

**A RESOLUTION OF THE TOWN OF MERRILLVILLE,
LAKE COUNTY, INDIANA, ENCUMBERING MONIES OF
THE 2022 BUDGET INTO THE 2023 YEAR**

WHEREAS, the Town Council of the Town of Merrillville has determined that it is necessary to encumber monies from the 2022 budget to complete purchases in 2023, and

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that the following encumbrances be approved:

Fund 2243 – Merrillville Fire Territory	
2243010323 FD/Training Supplies	
-Scott Steel Services Inc.	\$75,000.00
 Fund 4425 – Cumulative Fire Equipment	
4425010432 Cuml Fire Eqpt./Clothing	
-MacQueen Equipment	\$35,915.00

DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, THIS 13th day of December, 2022.

Rick Bella, President

Jeffrey Minchuk

Donald Spann

Margaret Uzelac

Richard Hardaway

Shawn Pettit

ATTEST:

Leonard White

Kelly White Gibson, Clerk-Treasurer

Scott Steel Services Inc.
1203 E. Summit St

Invoice

Date	Invoice #
11/28/2022	20-618

Bill To
Merrillville Fire Department 24 W 73rd Ave Merrillville, IN 46410

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Training Center			11/28/2022			23-104 Crown Point Fire Depa...
Quantity	Item Code	Description			Price Each	Amount
	structural	Training Center			75,000.00	75,000.00



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: *MERRILLVILLE FD STATION 1
18 W 73RD AVE
MERRILLVILLE, IN 46410-3802

Invoice To: MERRILLVILLE FIRE DEPT.
24 W 73RD AVE
MERRILLVILLE IN 46410

Attention: PAT NAWRACAJ

Branch 16 - DELAFIELD, WI		
Date 12/05/2022	Time 11:50:42 (O)	Page 1
Account No MERRI011	Phone No 2197690004	Est No 01 005608
Ship Via BEST	Purchase Order GEAR	
Tax ID No		
		Salesperson 322 / 337

ESTIMATE EXPIRY DATE: 01/04/2023

QUOTE - ORDER ACKNOWLEDGEMENT

Part#	Description	U	Qty	Price	Amount
5A COAT-MERRILLVILLE IN PSGQ23884-F	LION VFORC COAT		11	1925.00	21175.00
5A PANT-MERRILLVILLE IN PSGQ23884-F	LION VFORC PANT		11	1225.00	13475.00
HD395146 LION REDZONE PARTICULATE HOOD TAN	REDZONE HOOD		11	115.00	1265.00

Subtotal: 35915.00

Tax: .00

TOTAL: 35915.00

Authorization: _____

Return/Exchange Policy

Returns/Exchanges are accepted within 30 days of the purchase date on stock items in original, re-sealable packaging, with tags. No writing is allowed on the packaging. Please contact our Inside Sales Support Team at 800-615-6789 for a Return Authorization Number. A copy of the Return Authorization Form should accompany the return. We will not accept returns without a Return Authorization Number. A credit will be issued after a full product inspection is complete on an eligible return. Returns are subject to a 25% restocking fee, which we may waive for exchanges. Purchaser is responsible for freight. Unfortunately, all special orders, custom items, and SCBA cylinders are non-returnable. Other restrictions may apply. MacQueen Emergency reserves the right to refuse returns not received in the 30-day return period.

Visit Us Online
www.MacQueenGroup.com

**RESOLUTION 22-81
TOWN OF MERRILLVILLE, INDIANA**

**A RESOLUTION OF THE TOWN OF MERRILLVILLE,
LAKE COUNTY, INDIANA, ENCUMBERING MONIES OF
THE 2022 BUDGET INTO THE 2023 YEAR**

WHEREAS, the Town Council of the Town of Merrillville has determined that it is necessary to encumber monies from the 2022 budget to complete purchases in 2023, and

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that the following encumbrances be approved:

Fund 2243 – Merrillville Fire Territory

2243010323 FD/Training Supplies

-Scott Steel Services Inc. \$75,000.00

Fund 4425 – Cumulative Fire Equipment

4425010432 Cuml Fire Eqpt./Clothing

-MacQueen Equipment \$35,915.00

DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, THIS 13th day of December, 2022.

Rick Bella, President

Jeffrey Minchuk

Donald Spann

Margaret Uzelac

Richard Hardaway

Shawn Pettit

ATTEST:

Leonard White

Kelly White Gibson, Clerk-Treasurer

Scott Steel Services Inc.

1203 E. Summit St

Invoice

Date	Invoice #
11/28/2022	20-618

Bill To
Merrillville Fire Department 24 W 73rd Ave Merrillville, IN 46410

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Training Center			11/28/2022			23-104 Crown Point Fire Depa...
Quantity	Item Code	Description			Price Each	Amount
	structural	Training Center			75,000.00	75,000.00
						</



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: *MERRILLVILLE FD STATION 1
18 W 73RD AVE
MERRILLVILLE, IN 46410-3802

Invoice To: MERRILLVILLE FIRE DEPT.
24 W 73RD AVE
MERRILLVILLE IN 46410

Attention: PAT NAWRACAJ

Branch 16 - DELAFIELD, WI		
Date 12/05/2022	Time 11:50:42 (O)	Page 1
Account No MERRI011	Phone No 2197690004	Est No 01 005608
Ship Via BEST	Purchase Order GEAR	
Tax ID No		
		Salesperson 322 / 337

ESTIMATE EXPIRY DATE: 01/04/2023

QUOTE - ORDER ACKNOWLEDGEMENT

Part#	Description	U	Qty	Price	Amount
5A COAT-MERRILLVILLE IN PSGQ23884-F	LION VFORC COAT		11	1925.00	21175.00
5A PANT-MERRILLVILLE IN PSGQ23884-F	LION VFORC PANT		11	1225.00	13475.00
HD395146 LION REDZONE PARTICULATE HOOD TAN	REDZONE HOOD		11	115.00	1265.00

Subtotal: 35915.00

Tax: .00

TOTAL: 35915.00

Authorization: _____

Return/Exchange Policy

Returns/Exchanges are accepted within 30 days of the purchase date on stock items in original, re-sellable packaging, with tags. No writing is allowed on the packaging. Please contact our Inside Sales Support Team at 800-615-6789 for a Return Authorization Number. A copy of the Return Authorization Form should accompany the return. We will not accept returns without a Return Authorization Number. A credit will be issued after a full product inspection is complete on an eligible return. Returns are subject to a 25% restocking fee, which we may waive for exchanges. Purchaser is responsible for freight. Unfortunately, all special orders, custom items, and SCBA cylinders are non-returnable. Other restrictions may apply. MacQueen Emergency reserves the right to refuse returns not received in the 30-day return period.

Visit Us Online
www.MacQueenGroup.com

RESOLUTION NO. 22-82

**A PRELIMINARY RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MERRILLVILLE, INDIANA, DECLARING AN AREA IN THE TOWN AS AN
ECONOMIC REVITALIZATION AREA AND APPROVING A REAL PROPERTY TAX
ABATEMENT FOR 86TH PLACE PARTNERS LLC**

(86th Place Partners LLC)

WHEREAS, 86th Place Partners LLC, and/or any affiliate thereof (collectively, the "Company"), is pursuing a redevelopment project consisting of the construction of four (4) approximately 8,000 square foot buildings for anticipated use for light industrial/warehouse/mixed-use purposes (the "Project") on property located at 1503, 1513, 1553, and 1573 86th Place in the Town of Merrillville (the "Town"), as further described in the map attached hereto as Exhibit A and incorporated herein by reference (collectively, the "Real Property"); and

WHEREAS, the Company has requested that the Real Property be designated an economic revitalization area (an "ERA") for purposes of permitting real property tax deductions pursuant to I.C. 6-1.1-12.1, as amended; and

WHEREAS, the Company has further requested that the Town Council of the Town of Merrillville, Indiana (the "Council") approve a ten-year real property tax deduction schedule for the Project; and

WHEREAS, the Company has advised the Council that the Project will involve significant investment in real property redevelopment or rehabilitation; and

WHEREAS, the Company submitted to the Council a form SB-1/Real Property Statement of Benefits in connection with the Project, and provided all information and documentation necessary for the Council to make an informed decision (the "Statement"); and

WHEREAS, the Council is authorized under the provisions of I.C. 6-1.1-12.1-1 *et seq.* to designate areas in the Town as an ERA for the purposes described herein; and

WHEREAS, the Council has considered the Statement submitted by the Company and has conducted a complete and proper investigation of the Real Property, and determined that the Real Property qualifies as an "economic revitalization area" under Indiana statutes; and

WHEREAS, the Council has considered the following factors under I.C. 6-1.1-12.1-17 in connection with the Project:

1. The total amount of the Company's investment in real and personal property under the Project;
2. The number of new full-time equivalent jobs (if any) to be created under the Project;
3. The average wage of the new employees (if any) under the Project compared to the state minimum wage; and
4. The infrastructure requirements for the Company's investment under the Project;

(collectively, the "Deduction Schedule Factors");

NOW, THEREFORE, IT IS FOUND, DETERMINED AND RESOLVED by the Council as follows:

1. That the estimate of the value of the redevelopment or rehabilitation of the Real Property is reasonable for projects of that nature.
2. That the value of the construction of improvements as a result of the Project creates benefits of the type and quality anticipated by the Council within the ERA and can reasonably be expected to result from the proposed Project and the redevelopment or rehabilitation of the Real Property.

3. That the benefits described in the Statement can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Property.

4. That the totality of benefits from the proposed redevelopment or rehabilitation of the Real Property is sufficient to justify a real property tax deduction period and schedule as set out herein.

5. That the Deduction Schedule Factors in connection with the Project justify granting the deduction schedule for real property under I.C. 6-1.1-12.1-17 as specified herein.

NOW, THEREFORE, based on the foregoing, the Council further RESOLVES, FINDS AND DETERMINES:

1. That all of the conditions for the designation of the Real Property as an "economic revitalization area" and all of the requirements for the tax deductions to be granted hereby have been met, and the foregoing findings are true and all information required to be submitted has been submitted in proper form.

2. That the Statement submitted by the Company is hereby approved.

3. That the Real Property is hereby designated as an "economic revitalization area" pursuant to I.C. 6-1.1-12.1-1 *et seq.*, and the Company is entitled to real property tax deductions for the proposed redevelopment or rehabilitation of real property as part of the Project for a period of ten years as allowed in I.C. 6-1.1-12.1-4 (as in effect on the date hereof), in accordance with the following abatement schedule, hereby adopted pursuant to I.C. 6-1.1-12.1-17 (as in effect on the date hereof):

YEAR OF DEDUCTION	% ABATED
1	100%
2	95%
3	80%
4	65%
5	50%
6	40%
7	30%
8	20%
9	10%
10	5%

4. That notice hereof should be published according to law stating the following: the adoption and substance hereof, a copy of the description of the affected area is available for inspection in the County Assessor's Office and the date on which the Council will hear and receive remonstrances and objections and take final action, all as required by law.

5. That the effectiveness of this Resolution is hereby conditioned on the receipt by the President of the Town Council of written consent of the Company that this Resolution shall be deemed to incorporate the provisions of Indiana Code 6-1.1-12-14, imposing an annual fee on the Company at the maximum permissible percentage of 15%. The President of the Town Council is authorized to enter into an agreement on behalf of the Town to effectuate the incorporation of such provisions.

6. The term of the ERA shall be unlimited, and shall apply to both real and personal property for any property in the ERA that is approved by the Town Council for a tax abatement, with the deduction schedule for any such project to be set forth in the applicable Town Council approval resolution.

7. That, subject to Section 5, this Resolution shall be in full force and effect from and after its passage by the Merrillville Town Council and such publications as may be required by law.

8. That the Council shall cause certified copies of this Resolution to be filed with the Lake County Auditor and the Lake County Assessor.

ALL OF WHICH IS PASSED AND ADOPTED THIS 13th DAY OF DECEMBER, 2022, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.

**TOWN OF MERRILLVILLE, LAKE
COUNTY, INDIANA, TOWN COUNCIL**

Rick Bella, President

Donald Spann, Member

Richard Hardaway, Member

Jeffrey Minchuk, Member

Margaret Uzelac, Member

Shawn Pettit, Member

Leonard White, Member

ATTEST:

Kelly White Gibson, Clerk-Treasurer



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

20 21 PAY 20 22

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☒ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1		TAXPAYER INFORMATION			
Name of taxpayer 86th Place Partners LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 804 Royal Dublin LN Dyer IN 46311-1275					
Name of contact person Michael Kirincic		Telephone number (219) 308-4023		E-mail address mkirin5215@gmail.com	
SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT			
Name of designating body				Resolution number	
Location of property 1400 E 86th Place Merrillville IN		County Lake		DLGF taxing district number	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) construction of (4) buildings with each being 8,000 Sq FT. Light Industrial /servicing companies/ spec /				Estimated start date (month, day, year) 12/10/2022	
				Estimated completion date (month, day, year) 10/31/2023	
SECTION 3		ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT			
Current Number 0.00	Salaries	Number Retained	Salaries	Number Additional 64.00	Salaries \$55,000.00
SECTION 4		ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT			
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values				133,000.00	
Plus estimated values of proposed project				3,000,000.00	
Less values of any property being replaced					
Net estimated values upon completion of project				3,133,000.00	
SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER			
Estimated solid waste converted (pounds) _____		Estimated hazardous waste converted (pounds) _____			
Other benefits					
SECTION 6		TAXPAYER CERTIFICATION			
I hereby certify that the representations in this statement are true.					
Signature of authorized representative 				Date signed (month, day, year) 11/28/2022	
Printed name of authorized representative Michael Kirincic				Title member	



Legend

Corporation

Parcel Point

Centroid

Non Centroid

Centerline

Railroad Centerline

Road Centerline

Water Line

Coincident Boundary

Corp Line

County Line

Geo Twp Line

Indian Line

Lot Line

Misc Line

Historical Parcel Line

Parcel Line

Pol Twp Line

Railroad Centerline

Railroad ROW

Road Centerline

Road ROW

Section Line

Sub Line 400

Water Line

Township

Section

Subdivision

Parcel

LakelandMunicipality

Political_Townships_Tile_Pack

Lakeland2022_TilePackage

Red: Band_1

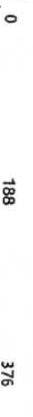
Green: Band_2

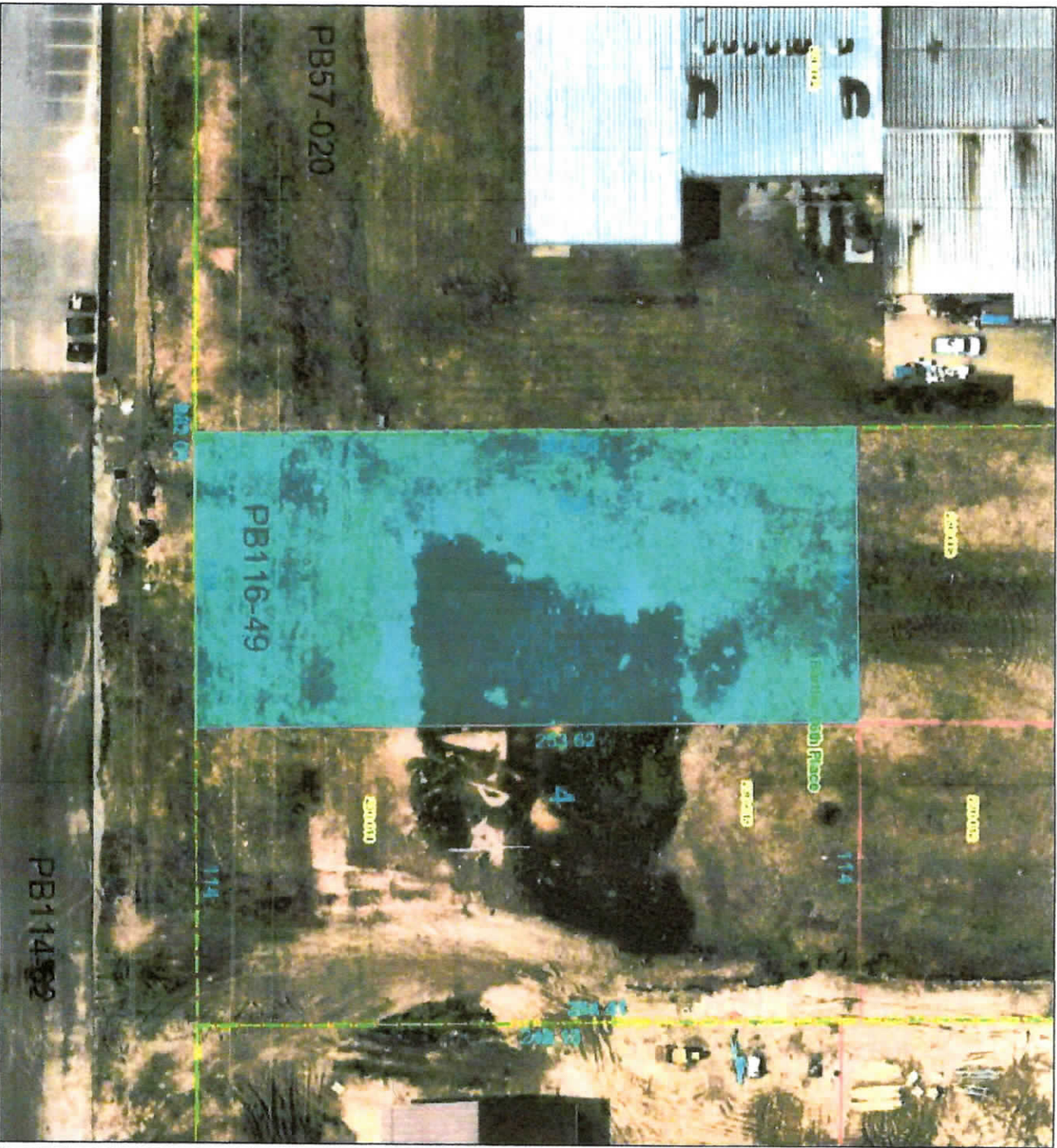
Blue: Band_3

Enter Map Title...

Web Print: 11/21/2022

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.





Parcel Number: 45-12-27-230-008 000-030
Owner1: 86th Place Partners LLC
Mailing Address: 9930 Redbud RD Munster IN 46321
Site Address: 1513 86th pl Merrillville IN 46410
Tax Code: 030
Tax Description: Merrillville
Legal Description: Bartley 86th Place Pt. of Lot 1 (1513 86th Pl)
Net Acreage: 0
Zoning Code: 0
Use Code: 0
TIF: 030 Mississippi Expansion

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Parcel Number: 45-12-27-230-412 000-030
Owner: 86th Place Partners LLC
Mailing Address: 9930 Redbud RD Munster IN 46321
Site Address: 1553 86th pl Merrillville IN 46410
Tax Code: 030
Tax Description: Merrillville
Legal Description: Bartley 86th Place Pl. of Lot 3 (1553 86th Pl)
Net Acreage: 0
Zoning Code: 0
Use Code: 0
TIF: 030 Mississippi Expansion

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**RESOLUTION # 22-84
TOWN OF MERRILLVILLE, INDIANA**

**A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE
COUNTY, INDIANA, ENCUMBERING MONIES FROM THE 2022 BUDGET
INTO THE 2023 YEAR**

WHEREAS, THE Town Council of the Town of Merrillville has determined that it is necessary to encumber monies from the 2022 budget to complete purchases in 2023, and

NOW, THEREFORE BE, IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that the following encumbrances be approved:

Fund 1101-GENERAL FUND

Department 1: Clerk-Treasurer

1101001311	General/ Professional Services	
	- Law Office of John R. Cantrell	\$9,300.00
1101001391	General/ Instruction-Education	
	- Boyce Systems	\$2,800.00
	Total:	\$12,100.00

Department 2: Town Council

1101007394	General/Contractual	\$477.00
	- Card Service Center	
1101007362	General/BLD &STR	\$5,848.00
	- Lazzaro	
	Total:	\$6,325.00

Fund 4402-CCD

Department 3: Police Department

4402010453	CCD	\$6,820.40
	- Bloomfield Mechanical	
	Total:	\$6,820.40

DULY ADOPTED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of _____, 2022.

Rick Bella, Town Council President, Ward 5

Don Spann, Councilman, Ward 1

Richard Hardaway, Vice-President, Ward 2

Jeff Minchuk, Councilman, Ward 3

Margaret Uzelac, Councilwoman, Ward 4

Shawn Pettit, Councilman, Ward 6

Leonard White, Councilman Ward 7

ATTEST: _____
Kelly White Gibson, Clerk-Treasurer

RESOLUTION NO. 22-86

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MERRILLVILLE, INDIANA, APPROVING A DISCOUNT REQUEST FROM THE
MERRILLVILLE COMMUNITY SCHOOL CORPORATION**

WHEREAS, the Merrillville Community School Corporation (the "School Corporation") has submitted to the Town Council (the "Town Council") of the Town of Merrillville, Indiana (the "Town") a request (the "Request") for a fifty percent (50%) discount for the "Building" portion of the Application for Plan Examination and Building Permit Fees (a copy of which is attached hereto as Exhibit A) relating to the Merrillville Community Schools District-Wide Project Phasing Plan, dated July 25, 2022 (the "Phasing Plan") (a copy of which is attached hereto as Exhibit B); and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to grant the Request;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Merrillville, Indiana, as follows:

1. The Request is hereby approved; provided, however, that the timeline relating to the Request shall coincide with the schedule set forth in the Phasing Plan.
2. This Resolution shall be in full force and effect from and after its passage by the Town Council.

**ALL OF WHICH IS PASSED AND ADOPTED THIS 13TH DAY OF DECEMBER, 2022, BY THE
TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.**

**TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
TOWN COUNCIL**

Rick Bella, President

Donald Spann, Member

Richard Hardaway, Member

Jeffrey Minchuk, Member

Margaret Uzelac, Member

Shawn Pettit, Member

Leonard White, Member

ATTEST:

Kelly White Gibson, Clerk-Treasurer

Merrillville Community Schools District-Wide Project Phasing Plan (7/25/2022)

July 2022

- Iddings Elementary (\$1.5m)**
 - Classroom HVAC (unit vent replacement)
- District Wide Exterior LED Lighting Upgrades (\$1.0m)**
 - New ADA Restrooms on Home and Visitor Sides
 - Renovated Spectator Restrooms and Concession
 - Renovated Locker Rooms, Bathrooms, Offices on Home and Visitor Sides
 - New Furniture and Casework
 - Updated Technology
 - Football Field LED Lighting Upgrades

2023

- Iddings Elementary (\$7.0m)**
 - HVAC and Finishes (1/2 of building)
 - Windows
 - Interior LED upgrades
- Elementary Playgrounds (\$5.0m)**
 - ADA Compliant Surfacing
 - New Equipment (as needed)
 - Sensory Equipment (as needed)
- Exterior Site Updates (\$4.0m)**
 - Miller (pavement, sidewalks, curbs)
 - Fieler (pavement, sidewalks, curbs)
 - Fieler Access Road / Site Circulation for Parent Drop-off / Pick-up
 - Merrillville Intermediate School (pavement, sidewalks, curbs)
- Additional Safety at All Buildings (\$1.5m)**
 - Replace Fencing / Gates / Railings
 - 3M Security Film at High Traffic Locations
 - Bollards near Entry Points
 - Card Access for Convenient/Secure Entry
- High School Career Technical Education Bld. (\$15m)**
 - Dedicated 38,000 square foot CTE Facility
 - Building Trades, Welding, Automotive, and Fire/Rescue
- High School HVAC (\$5m)**
 - Select Replacement of Aged HVAC Equipment and Infrastructure
- Miller Elementary School (\$3.0m)**
 - New 11,000 square foot Multi-Purpose Room or LGI Room

2022 Total Costs: \$9.0m

2023 Total Costs: (\$40.5m)

2024

- Iddings Elementary (\$7.0m)**
 - HVAC and Finishes (remaining building)
 - Interior LED upgrades
- Miller Elementary (\$6.5m)**
 - HVAC and Finishes (1/2 of building)
 - Windows
 - Interior LED upgrades
- Exterior Site Updates (\$2.5m)**
 - Iddings (pavement, sidewalks, curbs)
 - Wood (pavement, sidewalks, curbs)
 - Salk (pavement, sidewalks, curbs)
- Merrillville Intermediate School (\$6.0m)**
 - Select HVAC Updates
 - Interior LED Upgrades
 - Large Group Instruction Room Renovations
- Pierce Middle School (\$5.0m)**
 - Select HVAC Updates
 - Interior LED Upgrades
 - Repurpose old Administration Office
- Merrillville High School (\$24.0m)**
 - New Cafeteria and Media Center Constructed
 - Space Reconfiguration, Enlarged Main Hallway, New Finishes
 - Theater Updates
 - Select Replacement of Aged HVAC Equipment and Infrastructure

2024 Total Costs: (\$51.0m)

July 2025

- Miller Elementary (\$6.5m)**
 - HVAC and Finishes (remaining building)
 - Interior LED upgrades
- Fieler Elementary (\$5.0m)**
 - Select HVAC Updates
 - Select Finishes
 - Interior LED Upgrades
- Wood Elementary (\$4.0m)**
 - Select HVAC Updates
 - Select Finishes
 - Interior LED Upgrades
- Salk Elementary (\$5.0m)**
 - Select HVAC Updates
 - Select Finishes
 - Interior LED Upgrades
- Exterior Site Updates (\$3.0m)**
 - Pierce Middle School (pavement, sidewalks, curbs)
 - High School (pavement, sidewalks, curbs)
- Merrillville High School (\$19.0m)**
 - Continued Space Reconfiguration and New Finishes
 - Continued Replacement of Aged HVAC and Equipment and Infrastructure
- Transportation Building Updates (\$1.5m)**
- Maintenance Building Updates (\$1.0m)**
- Administration Building Updates (\$1.0m)**
- Soccer Field Complex near HS Stadium (TBD)**

2025 Total Costs: (\$46.0m)

- Funds are planned to be disbursed during the calendar year above.
- Total funds equal \$146.5m and are subject to final school prioritization and available budget.

Merrillville Community School Corp.

OWNER'S NAME

22-01335

PERMIT NO.

IMPORTANT - Applicants to complete all items in sections I, II, III, IV

App	100	PD
Building	40,622	PD
Zoning	100	PD
Electrical	30 + 2453	PD
Plumbing	50 + 732	PD
Mechanical	30 + 1040	PD
Fire		PD
CO or CU issued		
Date		By
Flood	Yes	No
Engineering Fee		

Plans Rolled 41,392.85/
08.20.22
FVG = 300
0 cc - 70 -
MERRILLVILLE TOWN PLAN COMMISSION
BUILDING DEPARTMENT
7820 BROADWAY
MERRILLVILLE, INDIANA 46410
(219) 769-3631 (219) 769-4670 FAX: (219) 736-9039

1. OWNER OF BUILDING	OWNER'S NAME <u>Merrillville Community School Corp.</u>
	AT (LOCATION) <u>7801 E Delaware St</u>
	SUBDIVISION <u>Athletic Stadium</u>
	LEGAL HERETO ATTACHED

II. TYPE AND COST OF BUILDING - All applicants complete Parts A - E	
A. TYPE OF IMPROVEMENT	
1. <input type="checkbox"/> New Building	
2. <input type="checkbox"/> Addition (if residential, enter number of new housing units added, if any in Part E, 13)	
3. <input checked="" type="checkbox"/> Alteration (See 2 above)	
4. <input checked="" type="checkbox"/> Repair	
5. <input type="checkbox"/> Wrecking (if multifamily residential, enter number of units in building in Part E, 13)	
6. <input type="checkbox"/> Moving (Relocation)	
7. <input type="checkbox"/> Foundation only	
B. OWNERSHIP	
1. <input type="checkbox"/> Private (individual, corporation, nonprofit institution, etc.)	
2. <input type="checkbox"/> Public (Federal, State, or local Government)	

C. TOTAL COST OF IMPROVEMENTS	
<u>5,803,264</u>	
D. SIZE OF STRUCTURE	
Width _____	
Length _____	
Height _____	
Eaves _____	
Other _____	
Nonresidential - Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office buildings at industrial plant. If use of existing building is being changed, enter proposed use.	
<u>MSC ATHLETIC STADIUM to be used for football, practice and events</u>	

III. SELECTED CHARACTERISTICS OF BUILDING - For new buildings and additions, complete Parts F-M. For wrecking, complete only Part K for all others skip to IV.	
F. PRINCIPAL TYPE OF FRAME	
0. <input type="checkbox"/> Masonry (wall bearing)	
1. <input type="checkbox"/> Wood Frame	
2. <input type="checkbox"/> Structural Steel	
3. <input type="checkbox"/> Reinforced concrete	
4. <input type="checkbox"/> Other - Specify _____	
G. PRINCIPAL TYPE OF HEATING	
5. <input type="checkbox"/> Fuel	
6. <input type="checkbox"/> Gas	
7. <input type="checkbox"/> Electricity	
8. <input type="checkbox"/> Coal	
9. <input type="checkbox"/> Other - Specify _____	
H. TYPE OF SEWAGE DISPOSAL	
1. <input type="checkbox"/> Public or private company	
2. <input type="checkbox"/> Private (septic tank, etc.)	
I. TYPE OF WATER SUPPLY	
1. <input type="checkbox"/> Public or private company	
2. <input type="checkbox"/> Private (well, cistern)	
J. TYPE OF MECHANICAL	
Will there be central air conditioning?	
1. <input type="checkbox"/> Yes	
2. <input type="checkbox"/> No	
Will there be an Elevator?	
1. <input type="checkbox"/> Yes	
2. <input type="checkbox"/> No	
K. DIMENSIONS	
1. Number of stories _____	
2. Total square feet of floor area, all floors, based on exterior dimensions _____	
3. Total land area, sq. ft. _____	
L. NUMBER OF OFF-STREET PARKING SPACES	
1. Enclosed _____	
2. Outdoor _____	
M. RESIDENTIAL BUILDINGS ONLY	
1. Number of bedrooms _____	
2. Number of bathrooms _____	
Partial _____	
Full _____	

APPLICATION FOR PLAN EXAMINATION and BUILDING PERMIT

MERRILLVILLE TOWN PLAN COMMISSION
BUILDING DEPARTMENT
7820 BROADWAY
MERRILLVILLE, INDIANA 46410
(219) 769-3631 (219) 769-4670 FAX: (219) 736-9039

App PD 75
Building PD 2720.02
Zoning PD 45-
Electrical PD
Plumbing PD
Mechanical PD
Fire PD
CO or CU Issued By
Date
Flood Yes No Engineering Fee

3870.02
OK
10.22.22

IMPORTANT - Applicants to complete all items in sections I, II, III, IV

I. OWNER LOCATION OF BUILDING	OWNER'S NAME <u>MERRILLVILLE COMMUNITY SCHOOL CORP. DATE 10-25-22</u>
	AT (LOCATION) <u>INDIANA ELEMENTARY 7249 VAN BUREN ZONING</u>
	SUBDIVISION <u>ST. MERRILLVILLE, IN 46410</u>
	LEGAL HERETO ATTACHED <u>ADDENDUMS</u>

II. TYPE AND COST OF BUILDING - All applicants complete Parts A - E

A. TYPE OF IMPROVEMENT	1. <input type="checkbox"/> New Building 2. <input type="checkbox"/> Addition (if residential, enter number of new housing units added, if any in Part E, 13)* 3. <input checked="" type="checkbox"/> Alteration (See 2 above) 4. <input type="checkbox"/> Repair 5. <input type="checkbox"/> Wrecking (if multifamily residential, enter number of units in building in Part E, 13) 6. <input type="checkbox"/> Moving (Relocation) 7. <input type="checkbox"/> Foundation only
B. OWNERSHIP	1. <input type="checkbox"/> Private (individual, corporation, nonprofit institution, etc.) 2. <input type="checkbox"/> Public (Federal, State, or local government)
C. TOTAL COST OF IMPROVEMENTS	\$ <u>388,575</u>
D. SIZE OF STRUCTURE	Width _____ Length _____ Height _____ Eaves _____ Other _____
E. PROPOSED USE - For "Wrecking" most recent use	Nonresidential 7. <input type="checkbox"/> Amusement, recreational 8. <input type="checkbox"/> Church, other religious 9. <input type="checkbox"/> Industrial 10. <input type="checkbox"/> Parking garage 11. <input type="checkbox"/> Service Station, repair garage 12. <input type="checkbox"/> Hospital, institutional 13. <input type="checkbox"/> Office, bank, professional 14. <input type="checkbox"/> Public utility 15. <input checked="" type="checkbox"/> School, library, other educational 16. <input type="checkbox"/> Stores, mercantile 17. <input type="checkbox"/> Tanks, towers 18. <input type="checkbox"/> Other - Specify _____

1. Nonresidential Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office buildings at industrial plant. If use of existing building is being changed, enter proposed use.

ELEMENTARY SCHOOL
7249 VAN BUREN

III. SELECTED CHARACTERISTICS OF BUILDING - For new buildings and additions, complete Parts F-M. For wrecking, complete only Part K for all others skip to IV.

F. PRINCIPAL TYPE OF FRAME	0. <input type="checkbox"/> Masonry (wall bearing) 1. <input type="checkbox"/> Wood Frame 2. <input type="checkbox"/> Structural Steel 3. <input type="checkbox"/> Reinforced concrete 4. <input type="checkbox"/> Other - Specify _____
G. PRINCIPAL TYPE OF HEATING	FUEL 5. <input type="checkbox"/> Gas 6. <input type="checkbox"/> Oil 7. <input type="checkbox"/> Electricity 8. <input type="checkbox"/> Coal 9. <input type="checkbox"/> Other - Specify _____
H. TYPE OF SEWAGE DISPOSAL	1. <input type="checkbox"/> Public or private company 2. <input type="checkbox"/> Private (septic tank, etc.)
I. TYPE OF WATER SUPPLY	1. <input type="checkbox"/> Public or private company 2. <input type="checkbox"/> Private (well, cistern)
J. TYPE OF MECHANICAL	Will there be central air conditioning? 1. <input type="checkbox"/> Yes 2. <input type="checkbox"/> No
K. DIMENSIONS	1. Number of stories _____ 2. Total square feet of floor area, all floors, based on exterior dimensions _____ 3. Total land area, sq. ft. _____
L. NUMBER OF OFF-STREET PARKING SPACES	1. Enclosed _____ 2. Outdoor _____
M. RESIDENTIAL BUILDINGS ONLY	1. Number of bedrooms _____ 2. Number of bathrooms _____ Partial _____ Full _____

OWNERS NAME Iddings School

PERMIT NO. 22-01358

TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

RESOLUTION NO. 22-87

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE
COUNTY, INDIANA CONCERNING AUTHORIZATION FOR EXECUTION
OF INDOT AGREEMENTS**

WHEREAS, I.C. § 36-1-3 *et. seq.* permits any unit in the State of Indiana to exercise any power or to perform any function necessary to the public interest in the context of its governmental or internal affairs, which is not prohibited by the Constitution of the United States or of the State of Indiana, or denied or pre-empted by any other law, or is not expressly granted by any other law to another governmental entity;

WHEREAS, the Town Council of the Town of Merrillville, Lake County, Indiana is the legislative and executive body and is by law authorized to adopt Ordinances and Resolutions for the administration of Town legal and financial affairs;

WHEREAS, the Indiana Department of Transportation (hereinafter referred to as "INDOT") has requested specific written authority for the execution of INDOT Agreements when all members of the executive body do not sign;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Merrillville, Lake County, Indiana, as follows:

1. Authorization. The President of the Town Council is hereby authorized and confirmed to have the authority to execute any INDOT agreements and all other documents related thereto and all documents related to any INDOT Grant Programs for and on behalf of and to bind the Town of Merrillville, Lake County, Indiana.
2. Ratification. The Town Council of the Town of Merrillville, Lake County, Indiana, hereby ratifies all prior agreements and associated documents executed by the President of the Town Council for the Town of Merrillville, Lake County, Indiana, prior to the effective date of this Resolution.
3. Effective Date. This Resolution is effective immediately upon its date of adoption.

**ALL OF WHICH IS RESOLVED THIS _____ DAY OF DECEMBER, 2022, BY THE TOWN
COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.**

**TOWN OF MERRILLVILLE,
LAKE COUNTY,
INDIANA, TOWN COUNCIL**

President

Vice-President

Member

Member

Member

Member

Member

ATTEST:

Clerk-Treasurer

**RESOLUTION 22-88
TOWN OF MERRILLVILLE, INDIANA**

**A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE
COUNTY, INDIANA, RESCINDING RESOLUTION 22-71**

WHEREAS, the Town Council previously adopted Resolution 22-71, A Resolution of the Town of Merrillville, Lake County, Indiana, Transferring Monies of the 2022 Budget within the CCD & General Fund, and

WHEREAS, it has come to the attention of the Town Council that a different procedure should have been used to effect the needed adjustments in the 2022 Budget, and

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that Resolution 22-71 be rescinded instanter and that the Clerk-Treasurer's Office is to reverse the accounting procedures previously conducted to effect Resolution 22-71.

**DULY ADOPTED AND RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this ____ day of
December, 2022.**

Rick Bella, Council President
Ward 5

Margaret Uzelac, Councilwoman
Ward 4

Don Spann, Councilman
Ward 1

Shawn Pettit, Councilman
Ward 6

Richard Hardaway, Vice-President
Ward 2

Leonard White, Councilman
Ward 7

Jeff Minchuk, Councilman
Ward 3

ATTEST: _____
Kelly White-Gibson
Clerk-Treasurer

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - ARP DECEMBER 13, 2022 TC MEETING

NOTES:(1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.
(2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Page 1 of 1 Pages

General Form No. 364 (1997) APVREGISTER_SUM.FRX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
/ /	1013	CLEMONS TREE SERVICE	ARP/CONTRACTUAL	44650.00			SW MEDOWLAND PHASE 1 TREE
/ /	93	CROSSROADS REGIONAL	ARP/HDWE-SOFTWARE	1500.00			GALA TABLE
/ /	1212	PERMA SEAL BASEMENT	ARP/SMALL BUSINESS	3069.88			ARP GRANT- DARRIAN SULLIVAN
/ /	1213	360 DEGREE CONSTRUCTION	ARP/SMALL BUSINESS	10000.00			ARP GRANT- EAGLE PRO REALTY
/ /	475	BLOOMINGTON FORD, INC	ARP/OTHER EQUIPMENT	31272.25			FORD EXPLORER 2022 4WD
/ /	355	CENDER/DALTON	ARP/CONTRACTUAL	771.25			ARP BUDGETING SERVICES
/ /	519	CHRISTOPHER BURKE	ARP/CONTRACTUAL	5241.00			SW HICKORY RIDGE FLOOD CONTROL
/ /	1013	CLEMONS TREE SERVICE	ARP/CONTRACTUAL	43600.00			SW MEDOWLAND PHASE 2 TREE
/ /	93	CROSSROADS REGIONAL	ARP/HDWE-SOFTWARE	1500.00			GALA TABLE
/ /	1211	DAL BIANCO ROOFING INC	ARP/SMALL BUSINESS	5000.00			ARP GRANT- DONALD FOLA
/ /	1171	DLZ	ARP/CONTRACTUAL	4125.00			SW PROF SERVICE FOR KAISER DITCH
/ /	1216	KARPENTER CONSTRUCTION	ARP/SMALL BUSINESS	4894.58			ARP GRANT- KENNETH MITCHELL
/ /	585	NWI EMERGENCY	ARP/OTHER EQUIPMENT	13929.05			UPFIT EQUIPMENT
/ /	1212	PERMA SEAL BASEMENT	ARP/SMALL BUSINESS	1930.12			ARP GRANT- DARRIAN SULLIVAN
/ /	1128	TRIM-A-SEAL OF INDIANA	ARP/SMALL BUSINESS	2140.00			ARP GRANT- LUANN & EDDIE JONES
/ /	158	VS ENGINEERING, INC.	ARP/CONTRACTUAL	8249.50			SW PROF ENG SERVICES BON AIRE
12/07/2022	1107	KENNETH WOODSIDE	ARP/BLDG MAINT	800.00	800.00	59441	GREETERS PAY 11/13/22-11/26/22
12/07/2022	637	DENNIS J DOBROLECKI	ARP/BLDG MAINT	400.00	400.00	59442	GREETERS PAY 11/13/22- 11/26/22
12/07/2022	345	RAY TRISTAIN	ARP/BLDG MAINT	500.00	500.00	59443	GREETERS PAY 11/13/22-11/26/22
12/07/2022	1175	AMAZON CAPITAL SERVICES	ARP/HDWE-SOFTWARE	2354.45	2354.45	59472	TREE LIGHTING SUPPLIES
		Checks: 0- 59472		185927.08	4054.45		