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ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - SEPTEMBER 27, 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.
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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	990.29			TIRES & INSTALL FEES
//	151	KOPKA PINKUS DOLIN PC	GENERAL/ATTORNEY	7997.50			MISC. TOWN MATTERS
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	126.98			PRINTER CARTRIDGE REPLACEMENT
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	2755.72			TIRES & INSTALL FEES
//	151	KOPKA PINKUS DOLIN PC	GENERAL/ATTORNEY	3937.50			COUNCIL
//	1315	MENARDS	LRS/G&M SUPPLIES	46.91			TOTES & SILVER TAPE
//	829	MILPRO MARINE LLC	CUML FIRE EQPT/OTHER	400.00			FREIGHT
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIRS TO	112.00			BATTERIES ASM
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	139.03			ENVELOPES, TAPE, NOTES, FOLDER
//	168	ACME PRINT COPY DESIGN	GENERAL/STATIONERY &	122.00			
//	132	ALERT ALARM, INC.	PNR/SUB-CONTRACTORS	150.00			SERVICES
//	662	DAVID ANTHONY DEGARD	PNR/SECURITY	420.00			SECURITY
//	549	GALLS, LLC	POLICE EQUIP/OTHER	585.00			BODY ARMOR #314
//	802	HELLMAN'S TIRE SERVICE	LRS/TIRES	636.52			TIRES & INSTALL FEES
//	151	KOPKA PINKUS DOLIN PC	GENERAL/ATTORNEY	700.00			BZA
//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	520.26			DIAPHRAM, AIR HORN + FRT
//	34	MAVIS TIRE SUPPLY LLC	GENERAL/TIRES	80.25			LABOR
//	1315	MENARDS	LRS/G&M SUPPLIES	250.70			9V BATTERIES
//	829	MILPRO MARINE LLC	CUML FIRE EQPT/OTHER	200.00			FREIGHT
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIRS TO	219.22			BATTERIES
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	199.80			PAPER COPY (4) @ \$49.95
//	99999	VES P. BRUMFIELD	PNR/UNAPPROPRIATED	200.00			DAMAGE DEPOSIT
//	111	ABLE PAPER & JANITORIAL	GENERAL/CLEANING	611.38			CLEANING SUPPLIES
//	168	ACME PRINT COPY DESIGN	F&H/OTHER SUPPLIES	498.00			BUSINESS CARDS, STOP-WORK
//	596	AIM	GENERAL/INSTRUCTION-E	125.00			WEBINAR/INTERNAL CONTROLS
//	132	ALERT ALARM, INC.	PNR/SUB-CONTRACTORS	270.00			SERVICES
//	1607	ALTORFER INDUSTRIES, INC.	LRS/REPAIR PARTS	391.62			BRAKE HOSE
//	314	AMERICAN COMPLETE AUTO	GENERAL/E.M.A. REPAIRS	975.00			REPAIRSMTO EMA 2 RADIATOR HOSE.
//	1160	AMERICAN MARKETING &	PNR/HOWE-SOFT REC	2225.00			SOFTWARE
//	99999	ANGELA FARMER-ADAMS	PNR/UNAPPROPRIATED	50.00			DAMAGE DEPOSIT
//	99999	ANNETTE DAVIS	PNR/UNAPPROPRIATED	100.00			TRIP REFUND
//	116	BATTERIES PLUS BULBS	FD/BUILDING SUPPLIES	97.20			C & 9V ALK. BATTERIES
//	209	BRANDY'S SAFE & LOCK, INC.	LRS/REPAIRS TO	109.56			MASTER LOCKS & REKEY
//	99999	CAROLINE RICHARDSON	PNR/UNAPPROPRIATED	75.00			TRIP REUND
//	318	CHANDA FLOWERS	GENERAL/OTHER	28.75			LC BAR MEMBERSHIP
//	48	CHICAGO TRIBUNE	TOURISM/CONTRACTUAL	102.46			RFP NOTICE
//	400	CHS OCCUPATIONAL HEALTH	PNR/SUB-CONTRACTORS	1194.00			DRUG SCREENING SERVICES
//	667	CINTAS	PNR/SUB-CONTRACTORS	2192.02			SERVICES
//	1060	CREEKSIDE OUTDOOR LIVING	MISS ST	401.00			MOWING AT MESA RIDGE
//	93	CROSSROADS REGIONAL	PNR/SUB CONTRACTORS	285.00			DUES

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//	662	DAVID ANTHONY DEGARD	PNR/SECURITY	140.00			SECURITY
//	364	DAVID BARRON	PNR/SECURITY	700.00			SECURITY
//	420	DELTA III, INC.	SW/CONTRACTUAL SERV	3000.00			SW 7200 MISSISSIPPI CASTING REPL &
//	99999	DICK ELEY	PNR/UNAPPROPRIATED	150.00			TRIP REFUND
//	354	DIVE RESCUE	FD/TRAINING SUPPLIES	152.72			VALVE INSERT ASSEMBLY + FRT
//	99999	DONNETRIA HALL	PNR/UNAPPROPRIATED	428.00			DAMAGE REFUND
//	1162	EMBLEMS INC.	GENERAL/CLOTHING	1240.00			POLICE PATCHES
//	689	EMERALD PLANT SERVICES	PNR/SUB-CONTRACTORS	3200.00			SERVICES
//	622	EUGENE VELAZCO	GENERAL/SUBS. & DUES	149.90			ZOOM SUBSCRIPTION
//	774	FLUID POWER SERVICES, INC.	LRS/REPAIR PARTS	1877.03			REBUILD CYLINDER & PARTS
//	99999	FRANCES WALKER	PNR/UNAPPROPRIATED	300.00			TRIP REFUND
//	549	GALLS, LLC	POLICE EQUIP/OTHER	1755.00			BODY ARMOR #204, 398, 249
//	363	GFL ENVIRONMENTAL	LRS/OIL	27.49			PICKED UP USED OIL FILTERS
//	712	GRUEL BROS., INC.	LRS/REPAIR PARTS	7.90			SPARK PLUGS
//	870	H.D.W. COMMERCIAL	BDWY TIF/CONTRACTUAL	7024.00			SECONDARY CRADENZA
//	903	IUPPS	CASINO/DISCRETIONARY	845.50			AUGUST LOCATE TICKETS
//	1089	JAMES F. PARKER JR.	LRS/CDL PHYSICALS	78.00			DOT PHYSICAL REIMBURSEMENT
//	99999	JAMES HENDRICKS	PNR/UNAPPROPRIATED	600.00			TRIP REFUND
//	99999	JANICE SPENCER	PNR/UNAPPROPRIATED	200.00			DAMAGE DEPOSIT
//	99999	JANOISE PERSON	PNR/UNAPPROPRIATED	214.00			REFUND
//	99999	JATAWN MOODY	PNR/UNAPPROPRIATED	200.00			DAMAGE REFUND
//	636	JOANN KRAFT	SW/BUILDING MAINT.	120.00			SW OFFICE CLEANING SEPT 2022
//	21	JOE E. FISH	SW/POSTAGE	25.00			SW LAKE COUNTY RECORDER
//	99999	JULIAN JERNIGAN	PNR/UNAPPROPRIATED	200.00			DAMAGE DEPOSIT
//	151	KOPKA PINKUS DOLIN PC	BDWY TIFF/BDWY TIFF	4445.00			RDC
//	1158	LANDMARK SIGN PARTNERS,	PK IMP/CONTRACTUAL	3548.00			SIGN REPAIR
//	981	LINE-X OF SCHERERVILLE INC	CCD/PARKS	17996.86			IMPROVEMENTS
//	99999	LINETTE COOK	PNR/UNAPPROPRIATED	770.00			TRIP REFUND
//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	396.62			SWITCH W/RELAY, W/FUSE + FRT
//	34	MAVIS TIRE SUPPLY LLC	SW/REPAIRS TO	224.94			SW EX DIR VEHICLE MAINT-OIL
//	1315	MENARDS	FD/BUILDING SUPPLIES	311.97			MISC SUPPLIES
//	829	MILPRO MARINE LLC	CUML FIRE EQPT/OTHER	10300.00			TOHOTSU 40HP OUTBOARD MOTOR
//	2012	MOTION & CONTROL	LRS/G&M SUPPLIES	575.73			CRIMP HOSE ASSEMBLY
//	1153	MY FLEET CENTER.COM	GENERAL/REPAIRS TO	58.45			OIL CHANGE #335
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIRS TO	396.15			VALVE GASKET, GASKET & SEALANT
//	1151	NORTHWEST INDIANA	GENERAL/TOWN	500.00			SPONSOR TABLE
//	794	NORTHWESTERN INDIANA	PK IMP/CONTRACTUAL	1446.00			TRACKERS
//	99999	PAM JACKSON	PNR/UNAPPROPRIATED	770.00			TRIP REFUND
//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	102.18			OFFICE SUPPLIES
//	146	PULSE TECHNOLOGY	GENERAL/STATIONERY &	684.41			ARREARAGE/MONTHLY PAYMENT

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//	1339	PULSE TECHNOLOGY	GENERAL/OFFICE	214.30			STORAGE BOX (2) @ 107.15
//	556	SEALMASTER INDIANAPOLIS	MVRESTRICTED/CRACKSE	97.22			WAND SHOE
//	193	SOUTHEND BODY SHOP	POLICE EQUIP/REPAIRS	1000.00			DEDUCTABLE FOR \$391's 10-50
//	843	STEVE'S TOWING &	PNR/SUB-CONTRACTORS	100.00			TOW SERVICE
//	99999	TANISHA WALKER	PNR/UNAPPROPRIATED	200.00			DAMAGE REFUND
//	99999	TERESA KEY	PNR/UNAPPROPRIATED	50.00			DAMAGE DEPOSIT
//	2032	TERPSTRA'S SALES & SVC.	PNR/SUB CONTRACTORS	296.60			PURCHASES
//	660	TERRENCE MICHAEL	PNR/SECURITY	70.00			SECURITY
//	759	THE UPS STORE	GENERAL/POSTAGE	35.66			POSTAGE FOR TEST RETURNS
//	99999	TRACY GAINES	PNR/UNAPPROPRIATED	200.00			DAMAGE DEPOSIT
//	99999	VES P. BRUMFIELD	PNR/UNAPPROPRIATED	200.00			DAMAGE DEPOSIT
//	523	VIDEOTEC CORPORATIONS	GENERAL/EQUIP. MTCE.	381.00			MAINT/REPAIR DOOR CARD READER
//	205	W.G.N. FLAG & DECORATING	LRS/STREET SUPPLIES	1057.60			VARIOUS FLAGS
09/13/2022	695	ROBERT C SANDLING	2022 RDC Bd(A)-RD	2307.79	2307.79	1777	PAYROLL
09/15/2022	1148	BHHS EXECUTIVE REALTY	BDWY TIF/CONTRACTUAL	1500.00	1500.00	1780	EARNEST MONEY
09/16/2022	1411	NEW YORK LIFE	PAYROLL - NEW YORK	46.41	46.41	23925	MONTHLY EMPLOYEE PREMIUMS
09/16/2022	2104	NATIONWIDE RETIREMENT	PAYROLL - DEFERRED	5686.73	5686.73	23926	EMPLOYEE DEPOSITS - 9/16/2022
09/16/2022	650	TRUSTMARK VOLUNTARY	PAYROLL - TRUSTMARK	987.43	987.43	23927	EMPLOYEE PREMIUMS
09/16/2022	274	ALLSTATE	PAYROLL - ALLSTATE	499.83	499.83	23928	MONTHLY EMPLOYEE PREMIUMS
09/16/2022	61	GUARDIAN LIFE INS CO.	SW/HEALTH INS.	18422.13	18422.13	23929	SW EMPLOYEE PREMIUMS
09/16/2022	1196	UNITED HEALTHCARE	SW/HEALTH INS.	173649.07	173649.07	23930	SW PREMIUM
09/14/2022	1600	PAYROLL FUND	PNR/SOCIAL SECURITY	475.81	475.81	58621	Empr Liability FICA
09/09/2022	700	INDIANA AMERICAN WATER	FD/WATER	62.86	62.86	58637	WATER SERVICE FOR STATION #74
09/12/2022	1401	NIPSCO	SW/GAS & ELECTRIC	635.00	635.00	58639	SW SERVICES ACTUAL READING ON
09/12/2022	106	HINCKLEY SPRINGS	GENERAL/OTHER	3.99	3.99	58640	COOLER RENTAL
09/12/2022	565	MATTIE COLLINS	RP/P-T SECRETARY	961.54	961.54	58641	CONTRACTUAL PAY
09/12/2022	830	ORALIA SANTOS	RP/P-T SECRETARY	880.00	880.00	58642	CONTRACTUAL PAY
09/13/2022	673	CARD SERVICE CENTER	GENERAL/ECON DEV	60.00	60.00	58643	OCTOBER 18, 2022 MONTHLY
09/13/2022	673	CARD SERVICE CENTER	GENERAL/ECON DEV	60.00	60.00	58644	SEPTEMBER 20, 2022 MONTHLY
09/14/2022	1600	PAYROLL FUND	GENERAL/CLERK-TREAS.	362298.15	362298.15	58728	CT-Clerk-treasurer
09/14/2022	733	THE INDEPENDENT BANKERS	LRS/DIESEL	109.47	109.47	58729	DIESEL FUEL
09/14/2022	733	THE INDEPENDENT BANKERS	LRS/G&M SUPPLIES	207.87	207.87	58730	9V BATTERIES
09/14/2022	733	THE INDEPENDENT BANKERS	LRS/OFFICE SUPPLIES	84.23	84.23	58731	MONITOR STANDS
09/14/2022	1075	ORALIA C. SANTOS	GENERAL/HDWE.-SOFTWA	55.76	55.76	58732	OFFICE SUPPLIES REIMBURSEMENT
09/14/2022	504	TODDCO, INC.	FD/BLDG-GROUND	180.00	180.00	58733	SERVICE CALL TO INSTALL NEW HALO
09/16/2022	417	PHIL & SON, INC.	FD/CONTRACTUAL	863.80	863.80	58734	HOSTING SERVICES AT HQ
09/16/2022	981	LINE-X OF SCHERERVILLE INC	CCD/PARKS	17996.86	17996.86	58735	IMPROVEMENTS
09/16/2022	1136	NICOLE L. BROWN	PNR/PART TIME STAFF	2500.00	2500.00	58736	PART TIME WORK
09/21/2022	200	SYNCB/AMAZON	CUML FIRE EQPT/OTHER	644.32	644.32	58737	MISC SUPPLIES/EQUIP
09/21/2022	417	PHIL & SON, INC.	FD/REPAIR PARTS	70.40	70.40	58738	GM DUPLICATE SERVICE DOOR KEY &

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09/21/2022	776	COMCAST	FD/TELEPHONE	1701.50	1701.50	58739	INTERNET & PHONE AT ALL STATIONS
09/21/2022	1401	NIPSCO	FD/GAS & ELECTRIC	4840.47	4840.47	58740	GAS/ELECTRIC AT ALL STATIONS
09/21/2022	1075	ORALIA C. SANTOS	GENERAL/HDWE.-SOFTWA	298.53	298.53	58741	WIRELESS
09/21/2022	106	HINCKLEY SPRINGS	POLICE EQUIP/OTHER	126.10	126.10	58742	WATER DELIVERY 8/29 & 9/12
09/21/2022	106	HINCKLEY SPRINGS	GENERAL/SUBSCRIPTION	137.45	137.45	58743	WATER
09/21/2022	299	WEX BANK	GENERAL/GASOLINE	77.01	77.01	58744	FUEL
09/21/2022	1506	ORKIN EXTERMINATING	GENERAL/SUBSCRIPTION	121.00	121.00	58745	ORKIN
09/21/2022	2105	U.S. BANK EQUIPMENT	GENERAL/COPIER LEASE	1640.80	1640.80	58746	CLERKS COPIER LEASE
09/21/2022	673	CARD SERVICE CENTER	GENERAL/GASOLINE	316.50	316.50	58747	GASOLINE
09/21/2022	700	INDIANA AMERICAN WATER	GENERAL/WATER	725.74	725.74	58748	WATER TOWN HALL
09/21/2022	700	INDIANA AMERICAN WATER	GENERAL/WATER	59.08	59.08	58749	WATER/FIREMPW
09/21/2022	986	AMERICAN EXPRESS	GENERAL/POSTAGE	33.75	33.75	58750	CERTIFIED TO IND. DEPT OF TOX
09/21/2022	563	STAPLES BUSINESS CREDIT	PNR/SUB-CONTRACTORS	685.52	685.52	58751	SERVICES
09/21/2022	602	WASTE MANAGEMENT	PNR/SUB CONTRACTORS	263.86	263.86	58752	TRASH
09/21/2022	673	CARD SERVICE CENTER	PNR/CONCESSION	250.00	250.00	58753	CONCESSIONS
09/21/2022	400	CHS OCCUPATIONAL HEALTH	GENERAL/ENG	35.00	35.00	58754	DRUG SCREENIN/REILLO
09/16/2022	739	CENTIER BANK	PAYROLL - NET SALARIES	387.28	387.28	145153	ADDITIONAL NET SALARIES FOR
09/16/2022	739	CENTIER BANK	PAYROLL - NET SALARIES	249571.02	249571.02	145154	NET SALARIES FOR 9/16/2022 PAYDAY
09/16/2022	739	CENTIER BANK	PAYROLL - SOCIAL	62393.02	62393.02	145155	941 AUTO DEBIT FOR 9/2/2022
09/16/2022	917	INDIANA CHILD SUPPORT	PAYROLL - COURT	1951.82	1951.82	145156	CHILD SUPPORT FOR 9/16/22 PAYDAY
09/16/2022	1630	IN Public Retirement System	PAYROLL - SW PERF	18848.75	18848.75	145166	SW PERF FOR 9/2/2022 PAYDAY
09/16/2022	1630	IN Public Retirement System	POLICE PENSION - P.E.R.F.	39913.14	39913.14	145167	POLICE PERF FOR 9/2/2022 PAYDAY
09/16/2022	1630	IN Public Retirement System	FIRE PENSION-PERF	9650.20	9650.20	145169	FIRE PERF FOR 9/2/22 PAYDAY
09/19/2022	739	CENTIER BANK	PAYROLL - STATE	34631.86	34631.86	145185	AUTO DEBIT FOR AUG 2022
09/19/2022	1159	US TREASURY	GENERAL/FREIGHT	970.18	970.18	145190	SHIPPING OF AMMO
09/19/2022	739	CENTIER BANK	CCD/BOND BANK LEASES	92614.52	92614.52	145199	CENTIER EQUIPMENT LOAN PAYMENT
09/21/2022	1600	PAYROLL FUND	PSG/CHIRP GRANT	0.00		145230	PSG/CHIRP Overtime
		Checks: 0- 145230		1213077.45	1113493.55		

Minutes will be
provided at or
before the
meeting

ORDINANCE 22-21 *(amended after tabled)*
AN ORDINANCE OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
AMENDING ORDINANCE 22-17, 22-09 and 21-29 AND PAY FOR EMPLOYEES OF THE TOWN
OF MERRILLVILLE, INDIANA, FOR THE CALENDAR YEAR 2022

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, INDIANA:

SECTION 1: That from and after the twenty-fifth day of September, 2022, the salary and pay schedule for elected, and appointed officers and employees of the Town of Merrillville, Indiana, be fixed as follows, with the amounts and quantities listed being the maximum allowed for each position:

Department(s) Amended: Clerk-Treasurer's Office, Planning & Building Department

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	\$ 3,173.07	\$ 82,499.82
Administrative Manager, Council/Town Manager	1	Bi-weekly	\$ 1,826.93	\$ 47,500.18
Human Resources Director	1	Bi-weekly	\$ 2,500.00	\$ 65,000.00
Administrative Secretary	1	Bi-weekly	\$ 1,500.00	\$ 39,000.00
Economic Development Director (RDC)	1	Bi-weekly	\$ 2,500.00	\$ 65,000.00
Administrative Secretary (RDC)	1	Bi-weekly	\$ 1,500.00	\$ 39,000.00
Information Technology Director (partial PNR)	1	Bi-weekly	\$ 2,692.30	\$ 69,999.80
Town Hall Building Maintenance	1	Bi-weekly	\$ 1,200.00	\$ 31,200.00
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 (Court Probation)	1	Bi-weekly	\$ 598.46	\$ 15,559.96
Part Time Staff, Court		Hourly	\$ 13.04	
Clerk-Treasurer				
Administrative Bookkeeper, Clerk-Treasurer	1	Bi-weekly	\$ 2,228.92	\$ 57,951.92
Office Manager, Clerk-Treasurer	1	Bi-weekly	\$ 1,921.19	\$ 49,950.94
Payroll Administrator, Clerk-Treasurer	1	Bi-weekly	\$ 1,921.19	\$ 49,950.94
Admin. Secretary, Class I, Clerk-Treasurer	3	Bi-weekly	\$ 1,701.93	\$ 44,250.18
Admin. Secretary, Class II, Clerk-Treasurer	-	Bi-weekly	\$ 1,500.00	\$ 39,000.00
Admin. Secretary, Class III, Clerk-Treasurer	-	Bi-weekly	\$ 1,423.08	\$ 37,000.08
Admin. Secretary, Class II, Clerk-Treasurer (F&H)	1	Bi-weekly	\$ 1,500.00	\$ 39,000.00
Part Time Secretary	\$ 7,500	Hourly	\$ 16.60	-
Police Department				
Police Commissioner	5	Monthly	\$ 100.00	\$ 1,200.00
Chief of Police	1	Bi-weekly	\$ 3,057.70	\$ 79,500.10
Assistant Police Chief	1	Bi-weekly	\$ 2,865.39	\$ 74,500.04
Operations Commander	1	Bi-weekly	\$ 2,769.24	\$ 72,000.14
Police Captain	-	Bi-weekly	\$ 2,711.55	\$ 70,500.20
Police Department Commander	3	Bi-weekly	\$ 2,711.55	\$ 70,500.20
Police Lieutenant	7	Bi-weekly	\$ 2,653.85	\$ 69,000.00
Shift Commander	2	Bi-weekly	\$ 2,653.85	\$ 69,000.00
Police Sergeant	3	Bi-weekly	\$ 2,596.16	\$ 67,500.06

Police Department (cont.)

Police Corporal	11	Bi-weekly	\$ 2,538.47	\$ 66,000.12
Detective	6	Bi-weekly	\$ 2,538.47	\$ 66,000.12
Patrolman, Special First Class (after 34 years)		Bi-weekly	\$ 2,826.92	
Master Patrolman	26	Bi-weekly	\$ 2,480.78	\$ 64,500.18
Patrolman, First Class (after 24 months)		Bi-weekly	\$ 2,480.78	\$ 64,500.18
Patrolman, Second Class (13-24 months)		Bi-weekly	\$ 2,403.85	\$ 62,500.00
Patrolman, Probationary (1-12 months)		Bi-weekly	\$ 2,326.93	\$ 60,500.08
Administrative Assistant, Police	1	Bi-weekly	\$ 1,852.80	\$ 48,172.80
Senior Secretary, Class I Police	1	Hourly	\$ 20.46	\$ 35,129.82 ⁽¹⁾
Senior Secretary, Class II Police	1	Hourly	\$ 19.00	\$ 32,623.00 ⁽¹⁾
Secretary Class I	-	Hourly	\$ 18.48	-
Secretary Class II	-	Hourly	\$ 17.90	-
Secretary Class III (Probation)	1	Hourly	\$ 16.98	\$ 35,318.40 ⁽²⁾
Secretary, Part Time	-	Hourly	\$ 16.60	-
Law Enforcement Technician	1	Hourly	\$ 20.46	\$ 42,556.80
Information Technology Technician	-	Bi-weekly	\$ 2,115.38	\$ 54,999.88
Special Service Officer	1	Bi-weekly	\$ 1,586.54	\$ 41,250.04
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	\$ 2,884.62	\$ 75,000.12
Planning & Building Assistant	1	Bi-weekly	\$ 1,692.30	\$ 43,999.80
Secretary, Senior, Planning & Building	1	Bi-weekly	\$ 1,523.08	\$ 39,600.08
Secretary, Planning and Building	1	Bi-weekly	\$ 1,461.54	\$ 38,000.04
Part Time Secretary, Planning & Building	\$ 6,000	Hourly	\$ 20.00	-

Code Enforcement

Director of Code Enforcement	1	Bi-weekly	\$ 1,961.54	\$ 51,000.04
Code Enforcement Officer	1	Bi-weekly	\$ 1,496.16	\$ 38,900.16
Code Enforcement Officer	1	Bi-weekly	\$ 1,307.69	\$ 33,999.94

Public Works

Public Works Director/Engineering Administrator	1	Bi-weekly	\$ 2,961.53	\$ 76,999.78
Street Superintendent	1	Hourly	\$ 27.30	\$ 56,784.00 **
Public Works Administrative Secretary	1	Bi-weekly	\$ 1,586.54	\$ 41,250.04
Part-time Secretary	-	Hourly	\$ 16.60	- **
Foreman	1	Hourly	\$ 26.30	\$ 54,704.00 **
Senior Operator	4	Hourly	\$ 23.62	\$ 49,129.60 **
Mechanic/Shop Foreman	1	Hourly	\$ 24.78	\$ 51,542.40 **
Mechanic	1	Hourly	\$ 23.62	\$ 49,129.60 **
Operator I	4	Hourly	\$ 22.88	\$ 47,590.40 **
Operator II	6	Hourly	\$ 23.24	\$ 48,339.20 **
Labor Class I	1	Hourly	\$ 21.64	\$ 45,011.20 **
Labor Class II	6	Hourly	\$ 22.38	\$ 46,550.40 **
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	\$ 2,884.61	\$ 74,999.86
Assistant Director (partial PNR)	1	Bi-weekly	\$ 1,906.15	\$ 49,559.90
Recreation Coordinator / Office Manager (PNR)	2	Bi-weekly	\$ 1,538.46	\$ 39,999.96
Recreation Supervisor FT (PNR)	2	Bi-weekly	\$ 1,360.00	\$ 35,360.00
Recreation Supervisor PT (PNR)	\$ 135,000	Hourly	\$ 15.00	-
Building Manager (PNR)	-	Bi-weekly	\$ 1,538.46	\$ 39,999.96
Front Desk Supervisor (PNR)	1	Bi-weekly	\$ 1,538.46	\$ 39,999.96
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	\$ 1,538.46	\$ 39,999.96
Event Center Coordinator (PNR)	\$ 40,000	Hourly	\$ 12.00	-

Parks Department (cont.)

Maintenance Supervisor (PNR)	1	Bi-weekly	\$ 1,730.77	\$ 45,000.02
Custodian (PNR)	1	Bi-weekly	\$ 1,200.00	\$ 31,200.00
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	\$ 3,225.46	\$ 83,861.96
Deputy Fire Chief	1	Bi-weekly	\$ 3,002.53	\$ 78,065.78
Fire Captain	3	Bi-weekly	\$ 2,556.64	\$ 66,472.64
Lieutenant	3	Bi-weekly	\$ 2,434.00	\$ 63,284.00
Firefighter/EMT(special)		Bi-weekly	\$ 2,941.96	\$ 76,490.96
Firefighter/EMT	\$ 360,600	Bi-weekly	\$ 2,311.37	\$ 60,095.62
Firefighter - Probationary		Bi-weekly	\$ 2,155.30	\$ 56,037.80
Fire Department Administrative Assistant		Hourly	\$ 22.28	\$ 46,342.40
Volunteer Firefighter (on scene)	\$ 280,000	Per Call	\$ 19.09	
Volunteer Firefighter (on standby)		Per Call	\$ 14.85	
Volunteer Firefighter (in training)		Per Training	\$ 21.22	-
Volunteer Officer (on scene)		Per Call	\$ 21.22	
Part Time Firefighter		Hourly	\$ 12.73	
Part Time Firefighter/EMT		Hourly	\$ 15.91	

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	\$ 1,855.77	\$ 48,250.00
Stormwater Superintendent	1	Bi-weekly	\$ 1,637.38	\$ 42,572.00 **
Stormwater Senior Operator	1	Hourly	\$ 26.68	\$ 55,500.00
Stormwater Crew Member/Part Time II	\$ 50,000	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)

CIVILIAN EMPLOYEE, POLICE OFFICER & FIREFIGHTER LONGEVITY, FULL-TIME:

After Years of Service		Longevity	After Years of Service		Longevity
	5	\$500		18	\$1,800
	6	\$600		19	\$1,900
	7	\$700		20	\$2,000
	8	\$800		21	\$2,100
	9	\$900		22	\$2,200
	10	\$1,000		23	\$2,300
	11	\$1,100		24	\$2,400
	12	\$1,200		25	\$2,500
	13	\$1,300		26	\$2,600
	14	\$1,400		27	\$2,700
	15	\$1,500		28	\$2,800
	16	\$1,600		29	\$2,900
	17	\$1,700		30	\$3,000

All elected officials of the Town shall receive longevity. They will receive \$100.00 per year for every year that they have served on an annual basis.

SECTION 2:

The rates shown as wages and salaries for the positions as listed are the maximum rates.

SECTION 3:

Full time employees shall be paid a rate of one and one half times the base hourly pay for the hours worked in excess of forty hours (40) per week, excluding the police department. Employees, excluding the Police Department ,who are called to work other than their regular hours, shall be paid “Call in Pay” of a minimum of two (2) hours. The work period for all employees of the Town of Merrillville, excluding the Police Department shall be based on a calendar week commencing January 1, 2014.

SECTION 4:

An individual hired for the Merrillville Police Department 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 5:

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 6:

(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 7:

(A) An employee whose employment ends before his original date of employment by the Town will receive longevity pay pro-rata beginning January 1 of that calendar year through his final day of employment.

(B) An employee whose employment ends on or after his original date of employment by the Town and prior to December 31 of the same calendar year will receive full longevity pay.

SECTION 8:

For all employees of the Town of Merrillville hired prior to November 23, 2010, longevity will be calculated based on previous years of full time service working for the Town of Merrillville, whether continuous or not. For all employees hired after November 23, 2010, longevity will be calculated based on uninterrupted years of prior full time service working for the Town of Merrillville.

SECTION 9:

- (A) 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.
- (B) Civilian employees may accumulate sick leave from year to year up to a maximum of 240 hours. Sick leave is accumulated at four (4) hours per month of service.
- (C) Accumulated sick leave time taken is lost time and shall be regained only by regular attendance through continuous service upon the employees return to work.
- (D) Upon termination of employment with the Town, employees will be paid for unused accumulated sick leave.
- (E) Upon termination of employment with the Town, employees will be paid for unused accumulated vacation time.
- (F) Upon termination of employment with the Town, employees will be paid for unused accumulated personal time.

SECTION 10:

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

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

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 9/22/2022 12:21:11 PM

Ordinance / Resolution Number: 22-22

Be it ordained/resolved by the **Town of Merrillville Town Council** that for the expenses of **MERRILLVILLE CIVIL TOWN** for the year ending December 31, **2023** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **MERRILLVILLE CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Town of Merrillville Town Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Town of Merrillville Town Council	Town Council	10/11/2022

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0005	CASINO/RIVERBOAT	\$215,000	\$0	0.0000
0101	GENERAL	\$11,746,534	\$7,747,832	0.4192
0181	DEBT PAYMENT	\$499,868	\$538,929	0.0292
0185	BOND #5	\$519,850	\$535,146	0.0290
0205	COUNTY WHEEL TAX	\$830,000	\$0	0.0000
0283	LEASE RENTAL PAYMENT	\$1,695,000	\$1,042,969	0.0564
0342	POLICE PENSION	\$648,036	\$27,100	0.0015
0706	LOCAL ROAD & STREET	\$944,533	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$1,547,427	\$0	0.0000
1110	FIRE EQUIPMENT	\$19,400	\$0	0.0000
1151	CONTINUING EDUCATION	\$199,392	\$0	0.0000
1310	PARK NONREVERTING - CAPITAL	\$2,319,125	\$0	0.0000
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$75,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$940,700	\$1,088,108	0.0500
8604	SPECIAL FIRE PROTECTION TERRITORY GENERAL	\$2,772,682	\$2,422,962	0.1297
8692	SPECIAL FIRE PROTECTION TERRITORY EQUIPMENT REPLACE	\$600,000	\$681,245	0.0310
		\$25,572,547	\$14,084,291	0.7460

Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	COURT PROBATION	\$0
9501	BROADWAY TIF	\$720,000
9502	TOWN DONATION	\$45,300
9503	NOXIOUS WEEDS	\$0

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 9/22/2022 12:21:11 PM

9504	PUBLIC DEFENDER FEES	\$0
9505	RECORD PERPETUATION	\$0
9506	VETERANS MEMORIAL	\$0
9507	Stormwater Grants	\$70,000
9508	POLICE EQUIPMENT	\$352,040
9509	FIRE & HAZMAT	\$112,565
9510	TOURISM	\$12,000
9511	PROPERTY SEIZURE	\$35,500
9512	POLICE DONATION	\$10,390
9513	Unsafe/Blighted Property	\$7,600
9514	PARK DONATION	\$5,000
9515	RECYCLING GRANT	\$200,195
9516	STORM WATER	\$1,212,900
9517	COMMUNITY CENTER GIFT FUND	\$750,000
9518	COMPUTER TRAINING CENTER	\$4,777
9519	MISS. ST. TIF DS	\$1,217,000
9520	RENTAL REGISTRATION	\$5,050
9521	STORMWATER CONSTRUCTION	\$1,330,000
9522	MERR. RD. TIF DS	\$174,950
9523	PARK IMPACT	\$60,600
9524	LOIT Public Safety	\$1,641,009
9525	2012 BDWY PROJECT BOND DS	\$91,647
9526	LOIT CEDIT	\$660,000
9527	Community Crossing Grant	\$1,000,000
9528	Local User Fee	\$4,851
9529	Motor Vehicle Highway Restricted	\$0
9530	2021 GO BOND A&B PROCEEDS	\$715,716
9531	2022 RDC Bond A & B Proceeds	\$2,954,981
9541	MERR. RD. TIF PROJECT	\$615,000
9543	MISS ST. PROJECT	\$1,350,000
9547	AMERIPLEX TIF PROJECT	\$875,000
9599	(ARP) AMERICAN RESCUE PLAN	\$5,866,218
		\$22,100,289

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

Name		Signature
Rick Bella, President	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Richard Hardaway, Vice President	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Don Spann	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Jeff Minchuck	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Marge Uzelac	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Shawn Pettit	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Leonard White	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Kelly White-Gibson	Clerk-Treasurer	

MAYOR ACTION (For City use only)

Name		Signature	Date
	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issuse debt after December 1 and before January 1

Yes ☐ No ☒

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes ☐ No ☒

ORDINANCE NO. 22-23

AN AMENDMENT TO ORDINANCE 22-21,
THE 2022 SALARY ORDINANCE,
OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
AMENDING PAY FOR THE EMPLOYEES OF THE TOWN OF
MERRILLVILLE, INDIANA FOR THE CALENDAR YEAR 2022

Department: Fire & Hazmat

WHEREAS, the Town Council of the Town of Merrillville, Lake County, Indiana, has previously set the salaries and pay rates of the Town's employees through the Salary Ordinance; and

WHEREAS, it has come to the attention of the Town Council of the Town of Merrillville that an amendment is necessary as certain employees within the Fire & Hazmat Fund; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, THAT:

The following salary will apply as the maximum allowed to the listed position, retroactively to January 1, 2022.

Fund: Fire & Hazmat
Position: Fire Inspector
Hiring Limit: 1
Frequency: Bi-Weekly
Pay: \$1,923.07
Maximum Annual: \$50,000

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 NO. 22-61

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MERRILLVILLE, INDIANA, APPROVING A FORM OF ECONOMIC DEVELOPMENT AGREEMENT
AMONG THE TOWN OF MERRILLVILLE, THE TOWN OF MERRILLVILLE REDEVELOPMENT
COMMISSION, AND MIDWEST AEROSPACE CASTING, LLC**

WHEREAS, there has been presented to the Town Council (the “Town Council”) of the Town of Merrillville, Indiana (the “Town”), for its consideration an Economic Development Agreement among the Town, the Merrillville Redevelopment Commission (the “Redevelopment Commission”), and Midwest Aerospace Casting, LLC, or an affiliate thereof (the “Company”), in the form of Exhibit A attached hereto (the “Economic Development Agreement”); and

WHEREAS, pursuant to the Economic Development Agreement, the Company would agree to make certain investments in the Town; and

WHEREAS, the Town Council believes that the approval of the Economic Development Agreement is in the best interests of the citizens of the Town and necessary for the redevelopment and economic development of the Town; and

WHEREAS, the Town Council desires to approve the Economic Development Agreement substantially in the form of Exhibit A hereto;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, INDIANA, AS FOLLOWS:

Section 1. The Town Council of the Town of Merrillville, Indiana, hereby approves the Economic Development Agreement substantially in the form attached hereto, with such changes as the Town Council President of the Town shall approve, such approval to be evidenced by his execution thereof.

Section 2. Two copies of the attached Economic Development Agreement shall be kept on file in the office of the Clerk-Treasurer of the Town for public inspection.

Section 3. The Town Council President, the Clerk-Treasurer or any other officer of the Town is hereby authorized and directed to take any action as such officer deems necessary or desirable to effectuate this Resolution, and any such actions heretofore taken are hereby ratified and approved.

ALL OF WHICH IS PASSED AND ADOPTED THIS ____ DAY OF _____, 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

EXHIBIT A

FORM OF ECONOMIC DEVELOPMENT AGREEMENT

(See attached)

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 8th day of September, 2022, by and between the Town of Merrillville, Indiana (the "Town") and the Merrillville Redevelopment Commission (the "Redevelopment Commission" and, together with the Town, the "Town Parties"), and Midwest Aerospace Casting, LLC (the "Company"), an Indiana limited liability company.

W I T N E S S E T H:

WHEREAS, the Town Parties desire to foster economic development within the Town;
and

WHEREAS, the Company has approached the Town Parties regarding its desired development of a foundry that manufactures metal castings within the Town, as more particularly described in Exhibit A attached hereto (collectively, the "Development"); and

WHEREAS, as part of the Development, the Company would undertake the development of the Development on a certain parcel of real property located within the Town (the "Property") (see Exhibit B attached hereto for a legal description and a depiction detailing the location of the Property); and

WHEREAS, the Company has requested certain economic development assistance from the Town that the Company requires in order to complete the Development; and

WHEREAS, the Redevelopment Commission has determined that the completion of the Development is in the best interests of the citizens of the Town, and, therefore, the Redevelopment Commission desires to take certain steps in order to induce the Company to complete the Development; and

WHEREAS, to stimulate and induce the development of the Property and the completion of the Development, the Redevelopment Commission has agreed, subject to further proceedings as required by law, to provide the economic development incentives described herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

ACQUISITION FUND

2.01 Establishment of Acquisition Fund. The Redevelopment Commission shall, subject to further proceedings required by law, cause the establishment of an acquisition fund (the "Acquisition Fund"), into which the Redevelopment Commission shall deposit \$375,000 no later than the tenth (10th) day following the Effective Date (defined below). Upon the satisfaction of the conditions set forth in Section 4.02, amounts in such Acquisition Fund shall be applied by the Redevelopment Commission to acquire (subject to applicable procurement laws) equipment as designated by the Company, and the Redevelopment Commission shall transfer title to such equipment to the Company, free of any encumbrances and at no cost.

ARTICLE III.

MUTUAL ASSISTANCE

3.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Town Parties, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE IV.

DEVELOPMENT

4.01 Property. Following the Effective Date (defined below), the Company shall improve the Property, by constructing the Development on such Property, as more particularly described in Section 4.02 hereof.

4.02 Development Description. The Development shall be completed in substantial compliance with its description in Exhibit A attached hereto. The Company shall commence construction of the Development by no later than thirty (30) days following the later to occur of (i) the Company's procurement of such financing or funding it requires in order to complete the Development, and (ii) the Company's successful procurement of all permits and other governmental approvals necessary to construct the Development. The Company's obligation to complete the Development is expressly contingent upon its receipt of such financing or funding it requires in order to complete the Development and the Company's successful procurement of all permits and other governmental approvals necessary to construct the Development.

4.03 Upfront Fees. The Company shall have no obligation to pay any fees to the Town Parties in connection with the Development other than customary permit and review fees.

4.04 Job Creation and Payroll. The Company reasonably expects that the Development will result in the creation and maintenance of not less than 25 new full-time jobs and an annual

payroll not less than \$2,566,000 by not later than the first anniversary of the date the conditions set forth in Section 4.02 are fully satisfied.

4.05 Compliance with Town Ordinances. The obligations of the Town Parties hereunder shall be subject to the Company's compliance with Town Council Ordinances No. 12-72 (dated December 11, 2012) and 13-30 (dated August 27, 2013) with respect to the Development.

4.06 Evidence of Financing. Prior to the expenditure by the Redevelopment Commission of any funds from the Acquisition Fund, the Company shall provide evidence to the reasonable satisfaction of the Town that the Company has secured and committed all financing reasonably anticipated by the Company to be necessary to complete the Development, if any.

4.07 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than the Company's financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Company or either of the Town Parties is entitled to delay its performance under this Agreement and (ii) the Company or either of the Town Parties anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company or such Town Party, as the case may be, agrees to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

ARTICLE V.

AUTHORITY

5.01 Actions. Each of the Town Parties represents and warrants that it has taken or will take (subject to further proceedings required by law and the Company's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable such party to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

5.02 Powers. Each of the Town Parties represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its respective obligations under this Agreement.

ARTICLE VI.

GENERAL PROVISIONS

6.01 Indemnity; No Joint Venture or Partnership. The Company covenants and agrees at its expense to pay and to indemnify and save the Town Parties, and their officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses

and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company's (and/or any affiliate's thereof) development activities with respect to the Development unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of the Town or the Redevelopment Commission, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between either of the Town Parties and the Company or any affiliate thereof.

6.02 Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.03 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

6.04 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of a resolution of each of the Town Parties approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

6.05 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

6.06 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.07 Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

6.08 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company: Magnesium Fieldhouse, LLC
 899 E. 99th Court
 Merrillville, IN 46410
 Attention: Robert Littlefield

With a copy to: Sosin, Arnold & Schoenbeck, Ltd.
 9501 W. 144th Place, Suite 205
 Orland Park, IL 60462
 Attn: George L. Schoenbeck

To the Town Parties: Town of Merrillville, Indiana
 c/o Town Council President
 7820 Broadway
 Merrillville, Indiana 46410

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

6.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.10 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof without the express prior written consent of each of the Town Parties; provided, however, that the Company may transfer all or a portion of its rights and obligations hereunder to an affiliate of the Company upon notice to but without the consent of the Town Parties, but any such transfer to an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder.

6.11 No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

6.12 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and each of the Town Parties has approved or ratified this Agreement at public meetings. Such effective date of this Agreement is referred to herein as the "Effective Date".

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF MERRILLVILLE, INDIANA

By: _____
Rick Bella, Town Council President

TOWN OF MERRILLVILLE
REDEVELOPMENT COMMISSION

By: _____
Shawn Pettit, President

MIDWEST AEROSPACE CASTING, LLC

By: _____
Robert Littlefield, Manager

EXHIBIT A

DESCRIPTION OF DEVELOPMENT

The Company intends to improve and renovate the existing structure on the Property in order to develop it into a foundry. The Company intends to produce metal castings, primarily for the aerospace industry, at the foundry.

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

LOT 9 OF AMERIPLEX AT THE CROSSROADS, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 102, PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 899 East 99th Court, Merrillville, IN 46410

Parcel Identification No.: 45-12-34-452-002.000-030

GIS Image of Property



ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 8th day of September, 2022, by and between the Town of Merrillville, Indiana (the "Town") and the Merrillville Redevelopment Commission (the "Redevelopment Commission" and, together with the Town, the "Town Parties"), and Midwest Aerospace Casting, LLC (the "Company"), an Indiana limited liability company.

WITNESSETH:

WHEREAS, the Town Parties desire to foster economic development within the Town; and

WHEREAS, the Company has approached the Town Parties regarding its desired development of a foundry that manufactures metal castings within the Town, as more particularly described in Exhibit A attached hereto (collectively, the "Development"); and

WHEREAS, as part of the Development, the Company would undertake the development of the Development on a certain parcel of real property located within the Town (the "Property") (see Exhibit B attached hereto for a legal description and a depiction detailing the location of the Property); and

WHEREAS, the Company has requested certain economic development assistance from the Town that the Company requires in order to complete the Development; and

WHEREAS, the Redevelopment Commission has determined that the completion of the Development is in the best interests of the citizens of the Town, and, therefore, the Redevelopment Commission desires to take certain steps in order to induce the Company to complete the Development; and

WHEREAS, to stimulate and induce the development of the Property and the completion of the Development, the Redevelopment Commission has agreed, subject to further proceedings as required by law, to provide the economic development incentives described herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

ACQUISITION FUND

2.01 Establishment of Acquisition Fund. The Redevelopment Commission shall, subject to further proceedings required by law, cause the establishment of an acquisition fund (the "Acquisition Fund"), into which the Redevelopment Commission shall deposit \$375,000 no later than the tenth (10th) day following the Effective Date (defined below). Upon the satisfaction of the conditions set forth in Section 4.02, amounts in such Acquisition Fund shall be applied by the Redevelopment Commission to acquire (subject to applicable procurement laws) equipment as designated by the Company, and the Redevelopment Commission shall transfer title to such equipment to the Company, free of any encumbrances and at no cost.

ARTICLE III.

MUTUAL ASSISTANCE

3.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Town Parties, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE IV.

DEVELOPMENT

4.01 Property. Following the Effective Date (defined below), the Company shall improve the Property, by constructing the Development on such Property, as more particularly described in Section 4.02 hereof.

4.02 Development Description. The Development shall be completed in substantial compliance with its description in Exhibit A attached hereto. The Company shall commence construction of the Development by no later than thirty (30) days following the later to occur of (i) the Company's procurement of such financing or funding it requires in order to complete the Development, and (ii) the Company's successful procurement of all permits and other governmental approvals necessary to construct the Development. The Company's obligation to complete the Development is expressly contingent upon its receipt of such financing or funding it requires in order to complete the Development and the Company's successful procurement of all permits and other governmental approvals necessary to construct the Development.

4.03 Upfront Fees. The Company shall have no obligation to pay any fees to the Town Parties in connection with the Development other than customary permit and review fees.

4.04 Job Creation and Payroll. The Company reasonably expects that the Development will result in the creation and maintenance of not less than 25 new full-time jobs and an annual

payroll not less than \$2,566,000 by not later than the first anniversary of the date the conditions set forth in Section 4.02 are fully satisfied.

4.05 Compliance with Town Ordinances. The obligations of the Town Parties hereunder shall be subject to the Company's compliance with Town Council Ordinances No. 12-72 (dated December 11, 2012) and 13-30 (dated August 27, 2013) with respect to the Development.

4.06 Evidence of Financing. Prior to the expenditure by the Redevelopment Commission of any funds from the Acquisition Fund, the Company shall provide evidence to the reasonable satisfaction of the Town that the Company has secured and committed all financing reasonably anticipated by the Company to be necessary to complete the Development, if any.

4.07 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than the Company's financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Company or either of the Town Parties is entitled to delay its performance under this Agreement and (ii) the Company or either of the Town Parties anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company or such Town Party, as the case may be, agrees to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

ARTICLE V.

AUTHORITY

5.01 Actions. Each of the Town Parties represents and warrants that it has taken or will take (subject to further proceedings required by law and the Company's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable such party to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

5.02 Powers. Each of the Town Parties represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its respective obligations under this Agreement.

ARTICLE VI.

GENERAL PROVISIONS

6.01 Indemnity; No Joint Venture or Partnership. The Company covenants and agrees at its expense to pay and to indemnify and save the Town Parties, and their officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses

and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company's (and/or any affiliate's thereof) development activities with respect to the Development unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of the Town or the Redevelopment Commission, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between either of the Town Parties and the Company or any affiliate thereof.

6.02 Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.03 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

6.04 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of a resolution of each of the Town Parties approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

6.05 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

6.06 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.07 Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

6.08 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company: Magnesium Fieldhouse, LLC
 899 E. 99th Court
 Merrillville, IN 46410
 Attention: Robert Littlefield

With a copy to: Sosin, Arnold & Schoenbeck, Ltd.
9501 W. 144th Place, Suite 205
Orland Park, IL 60462
Attn: George L. Schoenbeck

To the Town Parties: Town of Merrillville, Indiana
c/o Town Council President
7820 Broadway
Merrillville, Indiana 46410

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

6.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.10 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof without the express prior written consent of each of the Town Parties; provided, however, that the Company may transfer all or a portion of its rights and obligations hereunder to an affiliate of the Company upon notice to but without the consent of the Town Parties, but any such transfer to an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder.

6.11 No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

6.12 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and each of the Town Parties has approved or ratified this Agreement at public meetings. Such effective date of this Agreement is referred to herein as the "Effective Date".

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF MERRILLVILLE, INDIANA

By: _____
Rick Bella, Town Council President

TOWN OF MERRILLVILLE
REDEVELOPMENT COMMISSION

By: _____
Shawn Pettit, President

MIDWEST AEROSPACE CASTING, LLC

By: _____
Robert Littlefield, Manager

EXHIBIT A

DESCRIPTION OF DEVELOPMENT

The Company intends to improve and renovate the existing structure on the Property in order to develop it into a foundry. The Company intends to produce metal castings, primarily for the aerospace industry, at the foundry.

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

LOT 9 OF AMERIPLEX AT THE CROSSROADS, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 102, PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 899 East 99th Court, Merrillville, IN 46410

Parcel Identification No.: 45-12-34-452-002.000-030

GIS Image of Property



**RESOLUTION 22-63
TOWN OF MERRILLVILLE, INDIANA**

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

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

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

<u>Fund 1101: General Fund</u>	<u>Decrease</u>	<u>Increase</u>
1101004312.000 General/Inspectors	\$ 8,700	
1101010144.000 General/PT Code Enfnt		\$ 8,700
	<u>\$ 8,700</u>	<u>\$ 8,700</u>

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

RESOLUTION 22-65

**A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
AMENDING, IN PART, THE INTERNAL CONTROLS OF THE ARP FUND.**

WHEREAS, the Merrillville Fiscal Recovery Committee (the "Committee") has previously approved the Internal Controls for the ARP Fund and distributed the Instructions to all Department Heads and the Clerk-Treasurer's Office; and

WHEREAS, the Clerk-Treasurer has met with the Committee and reviewed important advice from the State Board of Accounts; and

WHEREAS, the Committee, the Town Council and the Clerk-Treasurer all desire to follow proper procedure for the use of the American Fiscal Rescue Plan grant funds; and

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, that

1. the Merrillville Fiscal Recovery Plan Instructions (as updated 9-20-22) (attached as Exhibit A hereto) are immediately adopted; and
2. the Clerk-Treasurer will verify the vendor status of all vendors having received ARP monies to ensure proper compliance.

**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



MERRILLVILLE FISCAL RECOVERY PLAN **A PART OF THE AMERICAN RESCUE PLAN**

INSTRUCTIONS TO DEPARTMENT HEADS and THE CLERK'S OFFICE

(*** updated 9-20-22)

As you know, the Merrillville Fiscal Recovery Plan Committee has been working to identify and approve appropriate expenditures under the American Rescue Plan. Please follow the directions below to request use of the monies.

NO ITEM MAY BE REQUESTED THAT HAS NOT ALREADY BEEN APPROVED BY THE COMMITTEE.

1. The Committee will distribute a spreadsheet of the approved expenditures, which will be updated as further approvals are determined.
2. Prior to ordering goods or contracting for services, the Department Head is to verify that the selected vendor is not suspended, debarred or excluded ("excluded") from receiving federal grant money.

*** The Department Head shall complete a search of the vendor at <https://sam.gov/content/exclusions> and document such search. The required documentation shall include a printed screen shot of the results of the vendor search. *Please date and sign/initial once printed. The **screen shot needs to include the vendor's name** at the bottom, so either scroll up slightly before capturing or reduce the zoom in settings to 90%. (See Exhibit A-1 to A-3 for an example.)* If the Department Head finds a result of "No Matches Found," the Department Head may proceed with the purchase or order and submit the APV as laid out below. If the Department Head finds a result other than "No Matches Found," the Department Head is to contact Pat Reardon or Richard Hardaway immediately and will NOT continue with the purchase or order.

*** If a the vendor search returns possible results of "exclusion," the Department Head shall consult with Pat Reardon to confirm whether an "exclusion" exists. If the vendor is "excluded" the goods or services shall not be purchased through the planned vendor with ARP funds and a new vendor shall be selected.

3. Once item appears on the approved list, please fill out an Accounts Payable Voucher (APV) – Town of Merrillville – Fiscal Recovery Plan (ARP) form. **THESE APVs MUST BE PRINTED ON PINK PAPER** for Internal Control Purposes. (Linda has already ordered pink paper. Please see her for

your bundle.) A copy is attached; an excel version will also be emailed. The Committee strongly suggests each department not yet using Microsoft Access use the excel file, which can be expanded to track by Appropriation Line and/or Vendor.

- a. Choose your Department from the drop-down list on the top blank line, in the title.
- b. Enter the same information you're used to – Appropriation #, Invoice #, Invoice Date, Description of Item (including if multiple quantities), Total Amount.
- c. Please also enter the Appropriation Balance, which you should have from the most recent Appropriation Report and your record keeping.
- d. You do NOT need to fill in Fund Balance on this form since multiple departments will be requesting money from this fund.
- e. Don't forget to confirm the Total for the APV, the date and your signature!
- f. Finally, please assist Councilman Hardaway by filling in the ARP category (1-7) and a program description. These will be provided on the spreadsheet of approved expenses.

4. Once you've filled out the APV – ARP, please attach all required documentation needed for proof of claim and deliver to the designated APV In-Box in the Clerk's Office.

*** The required documentation shall include the printed screen shot of the results of the vendor search at <https://sam.gov/content/exclusions> as described above.

5. The due date for APV – ARP forms will follow the same schedule as the regular APVs, every 1st and 3rd Tuesday by NOON.

6. Committee Chairman Hardaway will stop in the Clerk's Office every 1st and 3rd Tuesday afternoon to review and sign the forms. He will then leave the APVs with the Clerk's Office for processing on the immediate next Claims List for the immediate next Council meeting.

7. The Clerk's Office will process the APV – ARP forms and ensure each one is included on the upcoming APV Claims List. All Internal Controls are to be followed when processing the APVs, including the secondary reviews with signatures. If the Clerk's Office finds an error with an APV, the clerk will contact the department head immediately to describe the problem in order to provide the department head as much time as possible to fix the error.

*** The Clerk's Office is to review the sam.gov screenshot and date and sign/initial indicating her/her review. If a result is seen other than "No Matches Found" please contact Richard Hardaway or Pat Reardon immediately and DO NOT process the APV for payment.

8. The Clerk's Office will provide the prepared separate APV Claims List to the Town Manager's Office by Thursday at noon for inclusion on the upcoming Town Council Meeting Agenda. The Clerk's Office will also send a copy of said claims list to the department heads for review prior to the upcoming meeting. If a department head finds a discrepancy in the APVs submitted compared to the claims list, they are to contact the Clerk's Office immediately to determine the reason.

9. The Clerk's Office is to keep the original APV – ARP forms with attached documentation in a separate file for future record keeping and reporting purposes.

10. The Clerk's Office shall verify the vendors that have already received payment under the ARP plan. If it is found that a vendor has been excluded at the time of payment by the Town, every attempt shall be made to obtain an affidavit from the vendor regarding its knowledge of the vendor's status at the time of engaging with the Town.

**** No ARP funds are to be transferred to any other Fund. All expenditures of ARP monies are to be made directly from Fund 176 – ARP. ****



Sign In

Home Search Data Bank Data Services Help

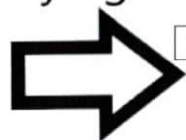
Exclusions

An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.

Search Exclusions

Advanced Search

Enter the Vendor here and click the blue magnifying glass box.



Exclusions e.g. Smith, 123456789



☒ Show active only

+ Get started searching exclusions

+ Use exclusions advanced search

Federal Users

Getting started for federal exclusions managers.

Sign in to get started

Go to Exclusions Federal home

Exclusions Resources

- Types of exclusions
- Legacy CI Codes
- Agency exclusions points of contact

Download Data Files

- Downloading exclusions files
- Understanding the exclusions extract
- Go to exclusions downloads

Connect to Data Services

- How to use data services
- Data services quick start guide
- Video: Using data services
- Go to public exclusions API

Help

- Frequently Asked Questions
- Glossary Terms
- Videos





Sign In

Home Search Data Bank Data Services Help

Search All Words e.g. 1606N020Q02

Select Domain
Entity Information

All Entity Information

Entities

Disaster Response Registry

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

- ☐ Any Words ⓘ
- ☒ All Words ⓘ
- ☐ Exact Phrase ⓘ

e.g. 123456789, Smith Corp



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

ERROR.

Vendor's name cannot be seen.

RESOLUTION NO. 22-66

**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 OPUS
DEVELOPMENT COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY**

(OPUS DEVELOPMENT COMPANY LLC)

WHEREAS, Opus Development Company LLC, a Delaware Limited Liability Company, and/or any affiliate thereof (collectively, the "Company"), is pursuing a redevelopment project consisting of the construction of an approximately 289,000 square foot state of the art speculative industrial warehouse/office building (the "Project") on property located at 8700-8900 Mississippi Street 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 and that should be published according to law stating the following: the adoption and substance hereof, and that 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 27th DAY OF SEPTEMBER 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



Parcel Number: 45-12-26-151-001.000-030
 Owner1: WC Mississippi LLC (undiv 1/2 int) & BCM-DPP LLC (undiv 1/2 int) T/C
 Mailing Address: 1700 W Higgins Rd Suite 400
 Des Plaines IL 60018
 Site Address: 8719 MISSISSIPPI ST
 MERRILLVILLE IN 46410
 Tax Code: 030
 Tax Description: Merrillville
 Legal Description: S.26 T.35 R.8 S1/2 of the NW1/4 Ex. E.1340.64ft & Ex. Pt. of W.60ft in R/W & Ex. Pt. of the S.33ft. in R/W 37.07Ac
 Net Acreage: 37.07
 Sec Twp Rng: 26 35 8
 Property Class: Ag - Vacant lot
 Zoning Code: 0
 Use Code: 0
 TIF: 030 Mississippi Expansion
 SPAs: Merrillville Conservancy

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.

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY**TOWN OF MERRILLVILLE**

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - ARP SEPTEMBER 27, 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)
/ /	373	A.E.BOYCE COMPANY, INC	ARP/REVENUE	1807.42			INFO/COMPLAINT AND SUMMONS
/ /	79	AL WARREN OIL COMPANY	ARP/HDWE-SOFTWARE	1454.76			GENERATOR FUEL
/ /	519	CHRISTOPHER BURKE	ARP/CONTRACTUAL	22845.00			SW PROF SERVICES- HICKORY RIDGE
/ /	637	DENNIS J DOBROLECKI	ARP/BLDG MAINT	500.00			GREETERS 9/5/22-9/17/22
/ /	1107	KENNETH WOODSIDE	ARP/BLDG MAINT	875.00			GREETERS 9/5/22 - 9/17/22
/ /	345	RAY TRISTAIN	ARP/BLDG MAINT	575.00			GREETERS 9/5/22-9/17/22
/ /	2032	TERPSTRA'S SALES & SVC.	ARP/OTHER EQUIPMENT	21149.95			LAWN MOWERS PARKS
/ /	1152	TRAFFIC LOGIX	ARP/HDWE-SOFTWARE	43862.00			SPEED SIGNS
/ /	1161	UPTOWN GENERAL	ARP/SMALL BUSINESS	4639.80			ARP GRANT- KENNETH WOODSIDE
09/14/2022	637	DENNIS J DOBROLECKI	ARP/BLDG MAINT	600.00	600.00	58725	GREETERS 8/22/22-9/3/22
09/14/2022	1107	KENNETH WOODSIDE	ARP/BLDG MAINT	850.00	850.00	58726	GREETERS 8/22/22-9/3/22
09/14/2022	345	RAY TRISTAIN	ARP/BLDG MAINT	600.00	600.00	58727	CREETERS 8/22/22-9/3/22
		Checks: 0 - 58727		99758.93	2050.00		