

Town of Merrillville

Redevelopment Commission Meeting Agenda

June 27, 2023

Merrillville Municipal Complex

6:15 pm

- I. Call to Order
- II. Roll Call
- III. Consent Agenda

Accts. Payable Register Voucher Approval for June 27th, 2023

Approval of Meeting Minutes from May 23rd, 2023.
- IV. Old Business
 - Supplement Agreement for C & O Trail Phase 3 designs services.
 - Approval consideration draw request for CRP/CHI Sanders Farm Parel Owner, LLC relating to 1,800,000 Town of Merrillville, Indiana, Economic Development Tax Increment Revenue Bond anticipation notes, Series 2022 (CRP/CHI Sanders Farm Parcel Owner, L.L.C. project), issued on September 30, 2022.
- V. New Business
 - Proposal for Merrillville Town Center Conceptual Design/Master Planning
- VI. General Orders

Resolution 23-19 (Discussion and Voice Vote)

A Resolution of the Merrillville Redevelopment Commission approving a proposed tax abatement (Avanti, LLC/Holladay Properties).

Resolution 23-21 (Discussion and Voice Vote)

A Resolution of the Merrillville Redevelopment Commission approving a proposed Merrillville Agreement for the Educational and Training Program.
- VII. Adjournment

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T	U	W			
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Accounts Payable Register

Date: 06/08/2023 12:13:45 PM
APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
SubTotal Fund Number 2502							77.77		
**Fund Number 2504 FIRE & HAZMAT (9509)									
**Department 010									
05/26/2023	148361	PAYROLL FUND		2504010182.000	F&H/SOCIAL SECURITY	Empr Liability FICA	214.67	60921 05/25/2023	
05/26/2023	148361	PAYROLL FUND		2504010182.000	F&H/SOCIAL SECURITY	Empr Liability Medicare	50.21	60921 05/25/2023	
05/26/2023	148361	PAYROLL FUND		2504010130.000	F&H/ADMIN. SECRETARY	Fh Admin Sec	1530.00	60921 05/25/2023	
05/26/2023	148361	PAYROLL FUND		2504010119.000	F&H/FIRE INSPECTOR	Fh - Fire Inspector	1961.53	60921 05/25/2023	
SubTotal Department 010							3756.41		
SubTotal Fund Number 2504							3756.41		
**Fund Number 2555 POLICE EQUIPMENT (9508)									
**Department 010									
05/25/2023	148366	KIESLER'S POLICE SUPPLY, INC.		2555010243.000	POLICE EQUIP/OTHER SUPPLIES & EQUIP	AMMO FEDERAL 9MM	3715.65	/ /	
06/08/2023	148556	AMAZON CAPITAL SERVICES		2555010243.000	POLICE EQUIP/OTHER SUPPLIES & EQUIP	SCREEN PROTECTORS FOR TABLETS	50.97	/ /	
05/25/2023	148364	GALLS, LLC		2555010243.000	POLICE EQUIP/OTHER SUPPLIES & EQUIP	BALLISTICS FOR 366, 371, 401, 406, 407, 325,326	4900.00	/ /	
05/25/2023	148364	GALLS, LLC		2555010321.000	POLICE EQUIP/FREIGHT	SHIPPING FOR VESTS	30.00	/ /	
06/08/2023	148539	HARLEY-DAVIDSON OF VALPARAISO		2555010361.000	POLICE EQUIP/REPAIRS	LOW PROFILE SEAT INSTALLED	390.90	/ /	
SubTotal Department 010							9087.52		
SubTotal Fund Number 2555							9087.52		
**Fund Number 2570 MERR. RD. TIF PROJECT (9541)									
**Department 010									
06/08/2023	148532	ROBINSON ENGINEERING		2570010394.000	MERR RD TIF/CONTRACTUAL SERVICES	ENGINEERING FEES	4127.00	/ /	
SubTotal Department 010							4127.00		
SubTotal Fund Number 2570							4127.00		

**Fund Number 2571 BROADWAY TIF PROJECT (9501)

Accounts Payable Register

Date: 06/08/2023 12:13:45 PM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
**Department 010										
05/25/2023	148334	VS ENGINEERING, INC.		2571010363.000	BDWY TIF/ST IMPROVMT	ENGINEERING SERVICE	42525.00		/ /	
05/25/2023	148338	FIRST GROUP ENGINEERING, INC.		2571010363.000	BDWY TIF/ST IMPROVMT	ENGINEERING SERVICES	1124.76		/ /	
06/06/2023	148484	HUBINGER LANDSCAPING CORP.		2571010394.000	BDWY TIF/CONTRACTUAL SERVICES	TOWN HALL LANDSCAPING	3743.00		/ /	
06/06/2023	148484	HUBINGER LANDSCAPING CORP.		2571010394.000	BDWY TIF/CONTRACTUAL SERVICES	HANGING BASKETS TOWN HALL	2663.00		/ /	
06/08/2023	148530	ROBINSON ENGINEERING		2571010394.000	BDWY TIF/CONTRACTUAL SERVICES	Egineering Fees	917.20		/ /	
SubTotal Department 010							50972.96			
SubTotal Fund Number 2571							50972.96			
**Fund Number 2572 MISS. ST. TIF PROJECT (9543)										
**Department 010										
06/06/2023	148483	HUBINGER LANDSCAPING CORP.		2572010394.000	MISS ST TIF/CONTRACTUAL SERVICES	93RD AVE PLANTERS	14791.00		/ /	
06/01/2023	148440	BUTLER, FAIRMAN & SEUFERT, INC		2572010394.000	MISS ST TIF/CONTRACTUAL SERVICES	ENGINEERING FEES	5150.00		/ /	
SubTotal Department 010							19941.00			
SubTotal Fund Number 2572							19941.00			
**Fund Number 4401 CUM. CAPITAL IMPROVEMENT (2379)										
**Department 010										
06/06/2023	148498	A.E.BOYCE COMPANY, INC		4401010453.000	CCI/OTHER EQUIPMENT	KEYSTONE CLERKS	11145.00	61065	06/07/2023	
SubTotal Department 010							11145.00			
SubTotal Fund Number 4401							11145.00			
**Fund Number 4402 CUM'L CAPITAL DEVELOPMENT (2391)										
**Department 010										
05/30/2023	148381	WIRELESS NETWORKING SOLUTIONS INC.		4402010363.000	CCD/PARKS IMPROVEMENTS	SECURITY IMPROVEMENTS	33488.76		/ /	

Accounts Payable Register

Date: 06/22/2023 09:14:56 AM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
**Department 010										
06/21/2023	148715	GALLS, LLC		2555010243.000	POLICE EQUIP/OTHER SUPPLIES & EQUIP	BALISTICS 380,385,427,428	2800.00		/ /	
06/21/2023	148715	GALLS, LLC		2555010243.000	POLICE EQUIP/OTHER SUPPLIES & EQUIP	BALISTICS 359,367,331,405,402	3500.00		/ /	
06/21/2023	148715	GALLS, LLC		2555010321.000	POLICE EQUIP/FREIGHT	SHIPPING	30.00		/ /	
06/21/2023	148715	GALLS, LLC		2555010321.000	POLICE EQUIP/FREIGHT	SHIPPING	30.00		/ /	
06/21/2023	148744	SOUTHEND BODY SHOP		2555010361.000	POLICE EQUIP/REPAIRS	REPAIRS TO 326'S 10-50	838.30		/ /	
06/21/2023	148744	SOUTHEND BODY SHOP		2555010361.000	POLICE EQUIP/REPAIRS	REPAIRS TO 147'S 10-50	2234.00		/ /	
06/21/2023	148746	KIESLER'S POLICE SUPPLY, INC.		2555010453.000	POLICE EQUIP/OTHER EQPMNT	5 GLOCKS	2405.00		/ /	
06/21/2023	148686	AMERICAN EXPRESS		2555010393.000	POLICE EQUIP/TECHNOLOGY	LAPTOPS	4799.97	61249	06/21/2023	
06/21/2023	148686	AMERICAN EXPRESS		2555010393.000	POLICE EQUIP/TECHNOLOGY	LAPTOPS	3199.98	61249	06/21/2023	
SubTotal Department 010							19835.25			
SubTotal Fund Number 2555							19835.25			
**Fund Number 2570 MERR. RD. TIF PROJECT (9541)										
**Department 010										
06/12/2023	148578	BARNES & THORNBURG LLP		2570010394.000	MERR RD TIF/CONTRACTUAL	MAIN OFFICE DESK SERVICES	241.50		/ /	
SubTotal Department 010							241.50			
SubTotal Fund Number 2570							241.50			
**Fund Number 2571 BROADWAY TIF PROJECT (9501)										
**Department 010										
06/21/2023	148734	LWG CPAS ADVISORS		2571010394.000	BDWY TIF/CONTRACTUAL SERVICES	RDC ACCOUNTING	2500.00		/ /	
06/20/2023	148652	KOPKA PINKUS & DOLIN, PC		2571010394.000	BDWY TIF/CONTRACTUAL SERVICES	RDC MATTERS	2380.00		/ /	
06/20/2023	148652	KOPKA PINKUS & DOLIN, PC		2571010394.000	BDWY TIF/CONTRACTUAL SERVICES	EDC MATTERS	157.50		/ /	
SubTotal Department 010							5037.50			

Town of Merrillville
Redevelopment Commission Meeting Minutes
May 23, 2023, 6:15 pm
Merrillville Municipal Complex

Call to Order

The meeting was called to order by Mr. Pettit at 6:15 pm.

Roll Call

Mr. Minchuk took roll call. Present were following members: Mrs. Uzelac, Mr. Pettit, Mr. White, and Mr. Hardaway were present. There were 5 members present, there is a quorum.

Consent Agenda

Accts. Payable Register Voucher Approval for May 23rd, 2023
Approval of Meeting Minutes from April 25th, 2023. A motion was made by Mrs. Uzelac to approve, seconded by Mr. Hardaway. There was no discussion. The motion carried with a voice vote of 5 yes and 0 no.

Old Business: None.

New Business:

Mr. Pettit read out loud the following items;

- Chicago Magnesium/Aerospace discussion regarding incentive reimbursement for equipment.

Mr. Pettit stated that as part of an incentive program Chicago Magnesium will have to purchase and pay for the equipment, those receipts will then be turned into the town for review, and after review reimbursement will be issued. Mr. Pettit then asked town attorney Mr. Svetanoff if everything is in order and he concurred. Some discussion followed. The motion was made by Mrs. Uzelac to approve, seconded by Mr. Minchuk. There was no discussion. The motion carried with a voice vote of 5 yes and 0 no.

- Hubinger Landscaping Corp invoice for 93rd Avenue planters.

President Bella stated that after a review of all invoices from Hubinger and the programs we have with them. We realized that parts of the town hall area were not included such as planters and the area by the tree these areas were not being taken care of, actually, public works were taking care of that area. It just made no sense to have them come and do everything in front and not take care of the rest of it (This will be another part included later with a separate invoice). This invoice is for new work on 93rd Avenue. We were not happy with the look of 93rd Avenue. We will now have annual plants that way we have a nice spark of color in the spring similar to the city of Chicago. We should see some really good improvements. Mr. Pettit asked President Bella if he should sign the signature of acceptance on the invoice. President Bella stated that he will sign as council president because all billing will go through us. The motion was made by Mrs. Uzelac to approve, seconded by Mr. Hardaway. There was no discussion. The motion carried with a voice vote of 5 yes and 0 no.

General Orders:

A. Resolutions (Discussion & Voice Vote)

Resolution 23-15 (Discussion and Voice Vote)

Resolution of the Merrillville Redevelopment Commission determining the need to capture incremental assessed valuation. Mr. Swintz gave a brief description. A motion was made by Mrs. Uzelac to approve, seconded by Mr. Hardaway. No further discussion. The motion carried with a voice vote of 5 yes and 0 no.

Adjournment: Mrs. Uzelac makes a motion to adjourn, seconded by Mr. Pettit.

**SUPPLEMENTAL AGREEMENT NO. 1
C&O TRAIL PHASE 3 DESIGN SERVICES**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2023, by and between TOWN OF MERRILLVILLE acting by and through its proper officials REDEVELOPMENT COMMISSION, hereinafter called the "OWNER" and BUTLER, FAIRMAN AND SEUFERT, INC., hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, on July 26, 2022, the OWNER entered into an Agreement (hereinafter referred to as the "Original Agreement"), with the CONSULTANT for the design of the C&O Trail Phase 3, (hereinafter referred to as the Project), and

WHEREAS, it has been determined by the OWNER and the CONSULTANT that unanticipated supplemental hydraulic analysis is required per new regulations imposed by the Department of Natural Resources Division of Water (IDNR), and

WHEREAS, it has been determined that IDNR will not approve an extension of the previously approved Construction in a Floodway Permit without the supplemental hydraulic analysis being submitted for review and approval, and

NOW, THEREFORE, to initiate the amended and additional design services for the Project, the parties agree that the Original Agreement be further modified by way of this Supplemental Agreement No. 1; therefore, the total not to exceed compensation shall be increased by \$3,300.00, to a revised total contract amount of \$40,400.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1.

**CONSULTANT:
BUTLER, FAIRMAN and SEUFERT, INC.**

**OWNER:
TOWN OF MERRILLVILLE REDEVELOPMENT
COMMISSION**


Jacob L. Dammarell, Executive V.P.

Richard Hardaway

Jeffrey Minchuk

Shawn Pettit

Margaret Uzelac

Leonard White

APPENDIX "D"

Amended Exhibit "A"

BRS

EXHIBIT "A"

Mississippi Street and 69th Avenue

Town of Merrillville

RIGHT-OF-WAY SERVICES SUMMARY

Parcel	Property Owner	Appr. Fee		Rev. Appr. Fee		Buyer Fee		ROW Management	
		Agreement	Supplemental	Agreement	Supplemental	Agreement	Supplemental	Agreement	Supplemental
1	Modrak Partners, L.P.	\$ 3,250.00	\$ 700.00	\$ 1,575.00	\$ 425.00	\$ 2,075.00	\$ 2,075.00	\$ 1,275.00	\$ 1,275.00
2 (a)	Perfection Bakery		\$ 2,055.00		\$ 1,035.00		\$ 2,075.00		\$ 1,275.00
3	Be Linda Rehn	\$ 2,000.00	\$ 4,650.00	\$ 1,000.00	\$ 2,225.00	\$ 2,075.00	\$ 2,075.00	\$ 1,275.00	\$ 1,275.00
4	Norma Jean Oaker	\$ 2,000.00	\$ 700.00	\$ 1,000.00	\$ 425.00	\$ 2,075.00	\$ 2,075.00	\$ 1,275.00	\$ 1,275.00
5	NIPSCO	\$ 2,900.00	\$ 2,000.00	\$ 1,400.00	\$ 1,000.00	\$ 2,075.00	\$ 2,075.00	\$ 1,275.00	\$ 1,275.00
6	John F. Popp Business Corp.	\$ 2,900.00	\$ 700.00	\$ 1,400.00	\$ 425.00	\$ 2,075.00	\$ 2,075.00	\$ 1,275.00	\$ 1,275.00
7 (a)	Portage Palmer Realty, LLC		\$ 700.00		\$ 425.00		\$ 2,075.00		\$ 1,275.00
		\$ 13,050.00	\$ 11,505.00	\$ 6,375.00	\$ 5,960.00	\$ 10,375.00	\$ 14,525.00	\$ 6,375.00	\$ 8,925.00

SUMMARY

		Agreement	Supplemental
Total Appraising		\$ 13,050.00	\$ 11,505.00 (b)
Total Review Appraising		\$ 5,375.00	\$ 5,960.00 (b)
Total Buyer Fee		\$ 10,375.00	\$ 14,525.00
Total Relocation Fee		NA	NA
ROW Management		\$ 5,375.00	\$ 8,925.00
Direct Expenses & Fees (Cost-to-Cure, Mortgage Release Fees, etc.)		\$ 4,000.00	\$ 4,000.00
Appraisal & Buying Parcel Scope Changes		\$ 4,000.00	\$ 4,000.00
Additional Services		\$ 2,000.00	\$ 2,000.00
Staking		\$ 4,000.00	\$ 4,000.00
Total Right-of-Way Services		\$ 50,175.00	\$ 54,915.00
Additional Fee		=====	\$ 4,740.00

This fee summary has been developed due to the addition of the Perfection Bakery and Porter Palmer Realty parcels.

(a) Additional parcel

(b) Excess funds from the estimated Appraisal and Review Appraisal categories will be applied to the Management and Buying fees for the new parcels.

FORM OF DISBURSEMENT REQUEST

STATEMENT NO. 1 REQUESTING DISBURSEMENT OF FUNDS FROM CONSTRUCTION FUND PURSUANT TO SECTION 4.3 OF THE TRUST INDENTURE BETWEEN THE TOWN OF MERRILLVILLE, INDIANA AND BOKF, NA, AS TRUSTEE.

Pursuant to Section 4.3 of the Trust Indenture (the “Indenture”) dated as of September 30, 2022, between the Town of Merrillville, Indiana (the “Issuer”) and BOKF, N.A. (the “Trustee”), the undersigned, as the Authorized Representative (as defined in the Indenture) of the Company (as defined in the Indenture), hereby requests and authorizes the Trustee, as depository of the Construction Account created by and as defined in the Indenture, to pay to the Company or to the person(s) listed on the Disbursement Schedule attached hereto out of the moneys on deposit in the Construction Account the aggregate sum of \$1,739,250, or to pay such person(s) or to reimburse the Company in full, as indicated in the Disbursement Schedule, for advances, payments and expenditures made by it in connection with the items listed in the Disbursement Schedule.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

- (i) Each item for which disbursement is requested hereunder and as set forth in the Disbursement Schedule (Schedule A) attached hereto is properly payable out of the Construction Fund in accordance with the terms and conditions of the Indenture and the Financing Agreement; none of those items has formed the basis for any disbursement heretofore made from the Construction Fund; the amount paid or to be paid is reasonable and represents a part of the amount payable for the Costs of Construction of the Project all in accordance with the cost budget; such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions; and such payment was made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor currently in effect;
- (ii) Each such item is or was necessary in connection with the acquisition, construction, equipping or improvement of the property constituting the Project, as defined in the Indenture;
- (iii) Such costs are appropriate for the expenditure of proceeds of the Series 2022 BANs under the Act;

This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and

- (iv) This statement constitutes the approval of the Company of each disbursement hereby requested and authorized.

Schedule A

DISBURSEMENT SCHEDULE

Payment To	Amount
CRP/CHI Sanders Farm Parcel Owner, L.L.C.,	\$1,739,250

IN WITNESS WHEREOF, the authorized representative of the Company has set his hand as of the ___ day of _____, 2023.

CRP/CHI Sanders Farm Parcel Owner, L.L.C.,
a Delaware limited liability company

By:

ACKNOWLEDGEMENT AND APPROVAL:

TOWN OF MERRILLVILLE, INDIANA

By: _____
Rick Bella, Town Council President

MERRILLVILLE REDEVELOPMENT
COMMISSION

By: _____
Shawn Pettit, President



1733 Terry Drive • Joliet, IL 60436
779.702.8071 • 779.702.8412f
www.lasitesinc.com

Standard One-Year Warranty

Date: April 26, 2023

To: CRP/CHI Sanders Farm Parcel Owner, L.L.C.
c/o Crow Holdings Industrial
318 North Carpenter Street, Suite 250
Chicago, IL 60607

Project: CHI Sanders Farm – Offsite Water Extension

Job #: C707

Date of Substantial Completion: 3/8/2023

Work Performed: SITE UTILITIES, SEWER & WATER

To Whom it May Concern:

L.A. SITES, INC. _____ insures and warrants that all work performed by
L.A. SITES, INC. _____ whether it be movable, adjustable or fixed, performed under this
contract, including, but not limited to, all workmanship, materials, machinery, equipment and hardware shall be
free of any defects, shrinkages, warpages, defective materials or workmanship; ordinary wear and tear expected.
L.A. SITES, INC. _____ further warrants to repair or replace at their own expense, such defective
materials or workmanship for a period of one (1) year from the date of substantial completion.

Nothing herein intends or implies that the guarantee or warranty shall apply to work which has been abused or
neglected by the Owner or his successor interests.

D. Kevin Kodrick
Signature

D. Kevin Kodrick

Printed Name

President
Title

This instrument was acknowledged before me on the 26th day of April, 2023.

Notary Public in and for the State of ILLINOIS in the County of WILL.

My commission expires: December 7, 2023

Signature: Carol A. Hanik



FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
COUNTY OF WILL } SS
TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by
to furnish
for the premises know as
of which

Cty #
Escrow #
ARCO, Murray National Construction Company, Inc,
Site Utilities
CHI Sanders Farm - Offsite Water Extension
CHI Acquisitions, L.P
is the owner

The undersigned for and in consideration of One Hundred Thousand Three Dollars and 53 100-----
\$ 100,003.53 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens
with respect to and on said above - described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the
above-described premises, INCLUDING EXTRAS *

Date April 30, 2023 Company Name L.A. Sites, Inc.
Address 1733 Terry Drive, Joliet, IL 60436 President
SIGNATURE AND TITLE D. Kevin Kodrick
EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGING ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF WILL } SS
TO WHOM IT MAY CONCERN:
THE UNDERSIGNED (NAME) D. KEVIN KODRICK
AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT
(COMPANY NAME) L.A. SITES, INC.
FURNISHING SITE UTILITIES
LOCATED AT 9820 MISSISSIPPI STREET, MERRILLVILLE, IN 46410
OWNED BY CHI ACQUISITIONS, L.P

BEING DULY SWORN, DEPOSES
OF
WHO IS THE CONTRACTOR
WORK ON THE BUILDING

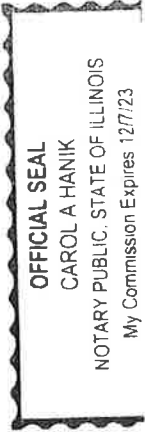
That the total amount of the contract including extras* is \$ 2,000,070.50 on which he or she has received payment of
\$ 1,900,066.97 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties
who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work
or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all
labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	AMOUNT		THIS PAYMENT	BALANCE DUE
				PAID		
L.A. Sites, Inc	Labor & Machines	896,582.33		796,578.80	100,003.53	0.00
Cure & Main Supply	Pipe & Fittings	1,103,488.17		1,103,488.17		

TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE 2,000,070.50 1,900,066.97 100,003.53 0.00
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE April 30, 2023 SIGNATURE D. Kevin Kodrick DAY OF April 2023
SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th
* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

Carol A. Hanik
NOTARY PUBLIC





9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
FAX 317.543.0270

June 22, 2023

Mr. Pat Reardon
Town of Merrillville
7820 Broadway
Merrillville, IN 46410

Re: Merrillville Town Center – Conceptual Design/Master Planning
Proposal No. 2022.00299

Dear Mr. Reardon:

American Structurepoint, Inc., is excited to provide the following proposal for concept design and graphic representations for a vision plan of a new Town Center District and Town Hall. The new Town Center District is to be located near the existing Municipal Center in Merrillville Indiana as generally outlined in yellow below. The project scope will include a concept design process to consider different development types and refinement of a selected alternative. Following the concept phase, we will produce 3d rendered graphics for the Town's use.



PROJECT SCOPE

1) Vision and Goal Setting

- Kickoff meeting with steering committee and design team (*Virtual - Meeting 1*)
- i) The design team will gather available site and background information.
 - ii) Determine goals and develop a list of program elements for the project site.
 - iii) Review precedent Town Center District projects.

2) Concept Plan Development and Selection

- a) Design team will produce up to three (3) Conceptual Land Use Options representing varying downtown development typologies and densities.
 - i) Concepts shall incorporate land use preferences, needs, and demand considerations.
- b) Workshop format meeting with steering committee (*In-Person - Meeting 2*)
 - i) Review conceptual Land Use Options
 - ii) Refine the required program of building elements
 - iii) Discuss options and review precedent for new Town Hall and possible new municipal building.
 - iv) Work with steering committee to generate preferred alternative option.
- c) Meet with the steering committee to review preferred concept (*Virtual - Meeting 3*)
 - i) ASI will provide a Draft plan concept as 3D rendering showing land use, development character, and massing for Town Hall character based on prior meeting’s input.

3) Final Rendering Graphics

Based on the prior meeting’s input, ASI will revise and refine the rendering. Up to three (3) rendered views will be provided in print format of 11x17” and as reproducible digital files. Views with be ‘bird’s eye’ aerial views.

SCHEDULE

Our clients acknowledge that our staff strives to meet EVERY schedule. We expect the same level of effort by our staff on this planning and design project. We have developed our reputation by ensuring that documents are delivered on time, every time. American Structurepoint will use our proven and detailed project management approach to meet your deadlines. Our team has the resources, staffing, and expertise to complete this Master Planning process within the timeframe noted below.

- o Visioning – 1 week
- o Concept Design – 3 weeks
- o Final Renderings – 1 week

CLARIFICATIONS/ASSUMPTIONS

- The project is to be executed as a design agreement. No construction document, bidding, or permitting services are anticipated within final deliverables.
- No architectural or engineered drawings will be provided for proposed amenities. All drawings are to be conceptual in nature.
- Opinion of Construction Cost analysis is not in scope.

DESIGN INVESTMENT

The anticipated lump sum fee for the completion of the above scope is \$42,500. Effort will be invoiced monthly as time is accrued.

ADDITIONAL SERVICES

The fees listed above represent the total scope of services as we understand it at this time. Services requested beyond the scope of professional services defined herein will be performed for the amount shown below. Services beyond the scope of services defined herein and not listed below, will be performed on an agreed upon fee prior to commencing work. Additional services will be provided only upon receipt of the client's express written authorization.

Additional design rendering views: \$1,500 each

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at their direct cost on the monthly invoices.

- A. Reproduction services for plans and specifications other than for normal interdisciplinary coordination
- B. Courier service fees, overnight postage fees, and certified mailing fees
- C. Mileage at current federal rate
- D. Travel and per diem expenses when traveling to the site.
- E. Expenses for permit application fees or permit fees.

Mr. Reardon, if the terms of this proposal and the attached general conditions are acceptable, please return a signed copy of this letter to our office. We will consider a signed letter our notice to proceed.

Should you have any questions, comments, or concerns regarding this proposal, please do not hesitate to contact me at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.



Matt O'Rourke, AICP
Planning and Economic Development Group Leader

Attachments: General Conditions

If the terms of this proposal and the attached general conditions are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.

Accepted by: _____

Printed Name: _____

Date: _____

General Conditions

These general conditions apply to the letter agreement dated June 22, 2023, referencing Proposal Number 2022.00299 by and between Town of Merrillville, hereinafter referred to as "Client", and American Structurepoint, Inc., 9025 River Road, Suite 200, Indianapolis, Indiana 46240, hereinafter referred to as "Consultant," wherein it is agreed as follows:

Standard of Care. The Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant.

Ownership of Documents. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including the copyright thereto. If desired, the Consultant shall provide the Client with a reproducible copy of final documents to be used in operation and maintenance of the project.

Access to Records. Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

Liability for Damages. The presence of the Consultant or its employees and subconsultants at a construction/project site shall not relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees the General Contractor shall be solely responsible for jobsite safety.

Changes in Work. In the event the Client requires a major change in scope, character, or complexity of the Consultant's services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

Insurance. The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance.

- ◆ Worker's Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ◆ Professional Liability insurance

Payment Terms. The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ◆ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ◆ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ◆ Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- ◆ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assignees to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

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

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

Limitation of Liability. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

RESOLUTION RDC #23-19

RESOLUTION OF THE MERRILLVILLE REDEVELOPMENT COMMISSION APPROVING
PROPOSED TAX ABATEMENT

WHEREAS, the Town of Merrillville, Indiana (the “Town”), proposes to grant tax abatement for the benefit of Merrillville Avanti, LLC (the “Project”) located in the Ameriplex at the Crossroads Allocation Area;

NOW, THEREFORE, BE IT RESOLVED by the Merrillville Redevelopment Commission, as follows:

- 1. The Commission hereby approves the granting of the tax abatement for the Project.
- 2. This Resolution shall take effect immediately upon adoption.

ADOPTED by the Merrillville Redevelopment Commission this 27th day of June 2023.

MERRILLVILLE REDEVELOPMENT
COMMISSION

_____ President
_____ Vice President
_____ Secretary
_____ Member
_____ Member

CONFIDENTIAL

TOWN OF MERRILLVILLE
Town Manager & ED Dept
STAFF REPORT & RECOMMENDATION TO
ECONOMIC DEVELOPMENT COMMITTEE

MEETING DATE: May 16, 2023

PREPARED BY: Patrick J. Reardon, Town Manager
Angie Chilcott, ED Director

APPLICANT: Avanti Building

TENANT: Looking to attract a variety of potential tenants likely to include light manufacturing, assembly, service, and distribution uses.

REPRESENTATIVE: Mike O’Connor
Holladay Properties

PROPERTY ADDRESS: Ameriplex at the Crossroads 98th St

EXISTING ZONING: C/I-S: Commercial/Industrial Special District

FACTS: Ward Councilman (Pettit) is aware of the project. Project representatives have had contact with Town Staff. Applicant has prepared applicable documents and is poised to advance the project.

PROJECT DESCRIPTION: Proposing to construct a 51,000 SF flex-industrial building with the intent to provide high quality space for tenants seeking space in the range of 8,000 SF to 24,000 SF. The building will be located on 4.73 acre site on the south side of 98th St.

COST, JOBS AND WAGES: \$7.4 M project cost (s). Approximately 50 new full-time jobs with an annual payroll of \$2.5 M.

REQUEST: Real Tax Abatement- Ten (10) Years (Indiana State Scale)		
Year 1 = 100%		\$130,000
Year 2 = 95%		\$123,500
Year 3 = 80%		\$104,000
Year 4 = 65%		\$84,500
Year 5 = 50%		\$65,000
Year 6 = 40%		\$52,000
Year 7 = 30%		\$39,000
Year 8 = 20%		\$26,000
Year 9 = 10%		\$13,000
Year 10 = 5%		\$6,500
Year 11 = 0%		\$0.00

CURRENT ASSESSED VALUE: AV for the parcel is calculated as \$53,282.

PROJECTED NEW ASSESSED VALUATION: \$2.4 M

ESTIMATED GROSS REAL TAX SAVINGS: \$643,500

ANTICIPATED TAX ABATEMENT FEE: \$96,525

STAFF RECOMMENDATION: Endorse the tax abatement application and forward it to Town Council and Redevelopment Commission with a favorable recommendation.



STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

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)

20 PAY 20

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.

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.
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 Holladay Properties Services Midwest, Inc. as agent for Ameriplex PRF, LLC				
Address of taxpayer (number and street, city, state, and ZIP code) 3454 Douglas Road Suite 250 South Bend, IN. 46635				
Name of contact person Michael C. O'Connor		Telephone number (219) 764-3104	E-mail address moconnor@holladayproperties.com	
SECTION 2				
LOCATION AND DESCRIPTION OF PROPOSED PROJECT				
Name of designating body Town of Merrillville				
Location of property Ameriplex at the Crossroads 98th Street		County Lake	Resolution number DLGF taxing district number 45030	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) Construction of a 51,000 SF flex-industrial building located on 4.73 acre site on 98th Ave. in Ameriplex at the Crossroads.				
Estimated start date (month, day, year) August 14, 2023				
Estimated completion date (month, day, year) May 15, 2024				
SECTION 3				
ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT				
Current Number 0.00	Salaries \$0.00	Number Retained 0.00	Salaries \$0.00	Number Additional 50.00 Salaries \$2,500,000.00
SECTION 4				
ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT				
		REAL ESTATE IMPROVEMENTS		
		COST		
Current values		0.00		
Plus estimated values of proposed project		6,086,613.00		
Less values of any property being replaced		0.00		
Net estimated values upon completion of project		6,086,613.00		
		2,466,666.00		
SECTION 5				
WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER				
Estimated solid waste converted (pounds) 0.00		Estimated hazardous waste converted (pounds) 0.00		
Other benefits The project will provide class A office and industrial/warehouse space to attract new businesses and expanding businesses to the Town of Merrillville. It is estimated that 50 or more jobs will be created generating annual salaries of \$2,500,000. Based upon similar developments recently completed by Holladay Properties, the future tenants of this new development may include international companies expanding to the US, companies relocating or expanding from Illinois as well as new or expanding local businesses. Uses will likely include, distribution, assembly, engineering and professional services businesses.				
SECTION 6				
TAXPAYER CERTIFICATION				
I hereby certify that the representations in this statement are true.				
Signature of authorized representative Michael C. O'Connor			Date signed (month, day, year) April 18, 2023	
Printed name of authorized representative Michael C. O'Connor			Title SVP Development & Leasing	

VICINITY MAP

Surveyor's Report

Notes

- * This list was based on the following source documents: Boundary Surveys by the Surveyor General, enclosed number 1001-1033; 1833-1839; enclosure June 18, 1903.
- * Average of the Computed Fall Dates: 721 Sept. 30
- * Average of the Observed Fall Dates: 721 Sept. 15
- * Plot of July 22 to 24 Average on the Computed Fall Date: 716, page 20
- * Plot of July 22 to 24 Average on the Observed Fall Date: 716, page 20

Availability and Collection of Reference Material

- * URS 5/8/97 was the last date on which the report was collected, unless otherwise noted
- * IHS 5/8/97 was the last date on which IHS was collected

Recognition or Possession Issues

Discussion and/or statement here are as noted on the plot

Clarity or ambiguity of the record description used

- * There are no apparent discrepancies between the report description of the parcel surveyed and the description of the parcel in the survey plat

Theory of Latitude

The 1 is an assumed value of the remainder of λ divided between λ_1 and λ_2 and λ_3 to include the entire λ and λ_1 and λ_2 and λ_3 on the above right-hand side

Survey Classification

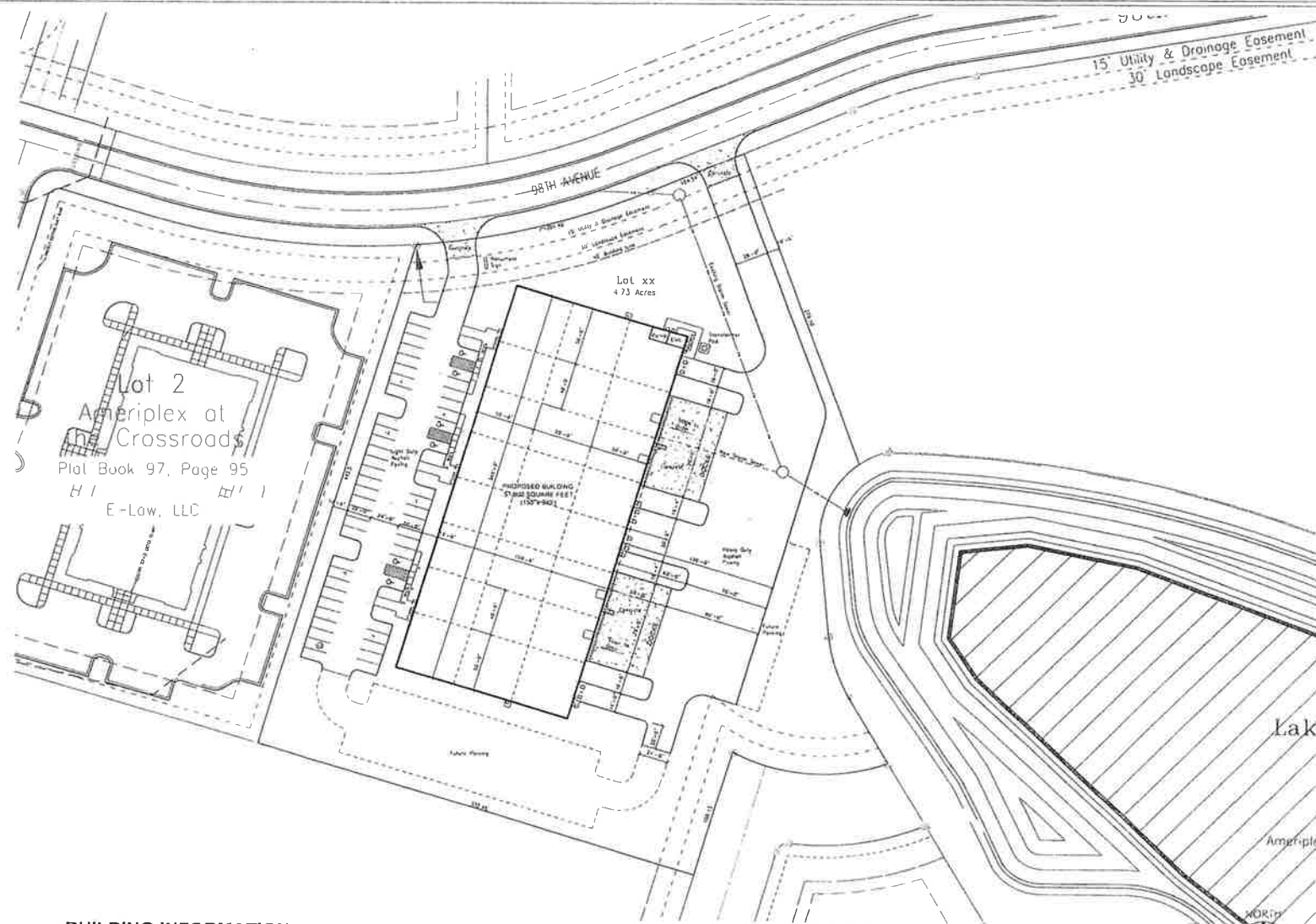
According to 1916 HRS, Article 1, 1 of the Idaho Administrative Code that λ is defined as the difference between λ_1 and λ_2 and the acceptable reference documents as follows: λ_1 is the value of λ_1 survey

Received Document
Ameriplex PRF, LLC
Document No. 2005-034952
Records May 2, 2005

I, David J. Wiens, hereby declare that I am a registered Land Surveyor licensed in compliance with the laws of the State of Indiana, and that this map represents a survey completed by me on 04-18-2014, that the monument shown thereon actually exists, and that the location, type size, and material are accurately shown.

DAVID J. WIENS PLS 28800070





SITE

Lot xx - 4.73 +/- acres

BUILDING INFORMATION

BUILDING SIZE

51,000 sq. ft.
Divisible to 6,000 sq. ft.
Divisible to 4 tenant suites

BUILDING DIMENSIONS

340' length
150' depths

BAY SIZE

50' x 50' End Bays
40' x 50' Interior Bays

CLEAR HEIGHT

20'

DOCK POSITIONS

4 Dock Doors w/ recessed
leveler, bumpers, weather seal
Future = 4 Dock Doors

DRIVE-IN DOORS

4 doors @ 12' x 16'

TRAILER POSITIONS

xx

CAR PARKING

Required = 49 stalls
Shown = 52 Stalls @ 9' x 20'
Future = 59 Stalls @ 9' x 20'-30'

SITE PLAN

SCALE 1" = 40.0'



**HOLLADAY
PROPERTIES**

www.holladayproperties.com

6370 AmeriPlex Dr., Suite 110
Portage, Indiana 46368
Phone: 219.841.9416
Fax: 219.764.0446



AMERIPLEX
BY THE EMPLOYERS

PROJECT NAME

AVANTI BUILDING 2.0
98th AVENUE
MERRILLVILLE, INDIANA

REVISIONS

DATE

02/16/2023

DRAWN BY

JAV

SHEET TITLE

SITE PLAN

SHEET NO.

C-1

6370 AmeriPlex Dr. Ste. 110 | Portage Indiana 46368

PHONE (219) 841-6416 | FAX (219) 764-0446

April 11, 2023

Mr. Patrick Reardon
Town Manager
The Town of Merrillville
7820 Broadway
Merrillville, IN. 46410

RE: Application for Tax Abatement – Proposed Avanti Building

Dear Pat:

On behalf of Holladay Properties we are pleased to inform you of our intent to develop a new 51,000 SF Flex Industrial building to be located on a site on 98th Street immediately east of the E-Law building (See attached plans). As you are aware, construction costs and interest rates have been on the rise since the onset of the pandemic in 2020. This situation has created a very high hurdle for speculative industrial development in our market. However, we do feel there is pent up demand for high quality industrial space in northwest Indiana. As an example we delivered a very similar flex industrial building in Portage in 2021 which attracted a business from Spain as well as a tenant relocating from Illinois. The balance of the building leased up in less than 4 months to additional tenants expanding from locations in Indiana.

Real Estate Tax Abatement was an important component of our success in Portage attracting tenants internationally and from other states as well as from other local communities. Due to the increased construction costs, rising interest rates and our need to compete with other developments in surrounding communities but for the requested real estate tax abatement incentive the Avanti project would not proceed.

The financial proforma for the Avanti Building requires a total investment of \$7,400,000. Seventy five percent of the cost or \$5,553,000 will be funded by a bank loan while the balance of twenty five percent of the cost or \$1,850,000 will be funded by equity investment by Holladay partners. In order to obtain the required investment returns to make this speculative investment feasible we need to offer a competitive lease rate and overall occupancy cost comparable to other space in the market. A key component of our ability to achieve competitive occupancy costs is the requested tax abatement assistance in the early years of the project. Of course tax revenue to the Town of Merrillville will continue long after the limited life of the abatement period so the project is a win for the community and offers a unique smaller space option for businesses seeking quality space in our market. While we do not know who the tenants of the new Avanti building will be just yet, our Diversey building in Portage which I mentioned above is a very good example. Currently there are over 65 employees working in the building. We anticipate similar success in the Avanti building in Merrillville.

As you are aware there has been much activity in Ameriplex at the Crossroads over the past few years. In addition to the new businesses and construction activity, Holladay has completed over \$500,000 of improvements to the park infrastructure including new landscaping, signage renovations, stormwater facility maintenance and upgrades, street lighting improvements, etc. We believe the addition of the Avanti building will offer smaller tenants an opportunity to relocate to Merrillville and benefit from the strong business climate which has been established at Ameriplex at the Crossroads. Thank you for your consideration of this request and feel free to contact me with any questions.

Yours very truly,
HOLLADAY PROPERTY SERVICES, INC.



Michael C. O'Connor
SVP- Development & Leasing

South Bend Nashville Indianapolis Chicago/Portage Richmond
www.holladayproperties.com

RESOLUTION RDC #23-21

RESOLUTION OF THE TOWN OF MERRILLVILLE, INDIANA, REDEVELOPMENT
COMMISSION APPROPRIATING MONIES WITHIN THE BUDGET OF THE
REDEVELOPMENT COMMISSION

WHEREAS, the Redevelopment Commission of the Town of Merrillville has finalized a new agreement with the Merrillville Community Schools regarding the Schools Grant; and

WHEREAS, the Redevelopment Commission of the Town of Merrillville recognizes there is a need to appropriate monies within the budget for the year 2023;

NOW, THEREFORE BE IT RESOLVED, by the Town of Merrillville Redevelopment Commission, that the following appropriation occur:

Fund 2572: Mississippi St. TIF	<u>Appropriation</u>
2572010382.000 Miss St TIF/RDC Grant Award	\$ 300,000

This Resolution shall be in full force and effect from and after its passage. Adopted this ____ day of June, 2023.

MERRILLVILLE REDEVELOPMENT COMMISSION

_____ President
_____ Vice President
_____ Secretary
_____ Member
_____ Member