

**Town of Merrillville  
Town Council Agenda  
Municipal Complex  
August 8, 2023 6:30 P.M.**

1. **Call to Order**
2. **Invocation/Moment of Silence:**
3. **Pledge of Allegiance:** Led by any veteran in attendance
4. **Roll Call of Council**
5. **Petitions, Communications**  
**Acknowledgements & Remonstrations**
  - Swearing in of Officer Denise Marie Szany
  - “Revised” License Agreement between the Town and Milestone.
6. **Consent Agenda**

Accts. Payable Register Voucher Approval for August 8<sup>th</sup>, 2023  
Approval of Town Council Meeting Minutes of July 25<sup>th</sup>, 2023
7. **Standing & Special Committees Reports**
  - A. **Budget & Finance** – Chairman Mr. Hardaway  
*Members Mr. Pettit, Mr. Minchuk*
  - B. **Council Affairs** – Chairman Mr. Pettit  
*Members Mr. Minchuk, Mrs. Uzelac*
  - C. **Street Department** – Chairman Mr. Minchuk  
*Members Mrs. Uzelac, Mrs. Neal*
  - D. **Elections, Public Relations, Town Beautification** – Chairman Mr. Pettit  
*Members Mr. Hardaway, Mr. Minchuk*
  - E. **Environmental Affairs** – Chairman Mr. White  
*Member Mrs. Uzelac, Mrs. Neal*
  - F. **Personnel Policy & Employee Benefits** – Chairman Mr. Hardaway  
*Members Mrs. Uzelac, Mr. Pettit-*
  - G. **Public Safety** – Chairman Mr. Minchuk  
*Members Mrs. Uzelac, Mrs. Neal*
  - H. **Economic Development** – Chairman Mr. Pettit  
*Members Mr. Hardaway, Mr. Minchuk, Deann Pateña, Jennifer Doffin*
  - I. **Parks & Recreation** – Chairwoman Mrs. Uzelac  
*Member Mr. White, Mrs. Neal*
  - J. **Abandoned-Blighted Properties** – Chairman Mr. Hardaway  
*Members Vicki Bunnell, Adra Breclaw-Csanyi*
  - K. **Dean & Barbara White Community Center**-Chairman Mr. Pettit  
*Member Mr. White, Mr. Minchuk*
  - L. **Special Projects (F & B Tax, Diversity, 4<sup>th</sup> of July Celebration)**  
*Chairman Mr. Hardaway, Members Mr. Pettit, Mr. Minchuk-*
8. **Department & Commission Reports**
  - A. **Lake County Solid Waste Management-** Mr. White
  - B. **Northern Indiana Regional Planning Commission-** Mr. Hardaway

TOTAL
BELLA
WHITE
PETTIT
UZELAC
MINCHUK
HARDAWAY
NEAL





## LICENSE AGREEMENT

This License Agreement (this "License Agreement"), dated as of June 28, 2023 (the "Effective Date"), is by and between the Town of Merrillville, Lake County, Indiana, a Municipal Corporation ("Licensor"), and Milestone Contractors North, Inc., and its affiliate, subsidiary, and parent companies ("Licensee"). Licensor and Licensee may be referred to each as "Party" or collectively as the "Parties".

WHEREAS, Licensor is the fee owner of the property located at approximately 41°27'24.1"N, 87°13'18.6"W (the "Property"); and

WHEREAS, the Parties desire by this License Agreement to provide for the licensing by Licensor to Licensee of the right to use a portion of the Property, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Licensed Area").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **LICENSE.** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license (the "License") to use the Licensed Area for the purposes hereafter provided for the License Period. Licensee and its employees, agents, and invitees are, except as otherwise specifically provided in this License Agreement, authorized to use, for their intended purpose, all other areas in and about the Property which are used in common with others, such as roadways, delivery areas, and parking areas (collectively, the "Common Areas"), subject to the Property's rules and regulations. The Parties do not intend to create a lease or any other interest in real property for Licensee through this License Agreement, and the Parties only intend to create a license that is revocable at will by either Licensor or Licensee as provided herein.

2. **USE.** The Licensed Area shall be used for the hauling and filling of "Clean Fill" and for no other purpose except as may be agreed upon by Licensor in writing in its discretion. Clean Fill is defined as dirt, clay, sand, aggregate, concrete, brick, ceramic tile, used asphalt, and non-Contaminate Material. The Licensee shall be prohibited from hauling and dumping lumber, wood, drywall, or particle board. The term "Contaminate Materials" means any hazardous or toxic substance, material or waste which is regulated by any governmental authority of the State of Indiana or the United States government, including without limitation, any material or substance which (i) is defined or listed as a "hazardous material", "toxic pollutant", "hazardous waste", "hazardous substance" or "hazardous pollutant," under applicable federal, state or local law or administrative codes promulgated thereunder, (ii) contains hydrocarbons of any kind, nature or description, including, but not limited to, gas, oil, or similar petroleum products, other than reclaimed asphalt pavement, (iii) contains asbestos, (iv) contains PCBs or (v) contains radioactive materials. Prior to the use of the Licensed Area, Licensee will clear the minimum area to be filled on an as needed basis as determined by Licensee and agreed to by Licensor. Licensee's performance to clear the minimum area shall include felling any trees within the Licensed area as required for use. Licensee to provide Notice to Licensor upon the performance of hauling to Licensed Area.

3. **LICENSE PERIOD.** The "License Period" for the Licensed Area shall commence on the date hereof (the "Commencement Date"), and shall continue thereafter for a period of one (1) year ("Initial License Period"). Upon expiration of the Initial License Period, this Agreement shall automatically renew for an additional one (1) year License Period unless either Party provides written Notice of nonrenewal at

least thirty (30) days prior to the end of the then-current License Period (each a "Renewal License Period" and together with the Initial License Period, the "License Period"). If either Party provides timely Notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current License Period (the "Expiration Date"), unless sooner terminated as hereafter provided. Notwithstanding the foregoing, this License Agreement may be terminated by either Party at any time during the License Period; provided that the terminating Party delivers to the non-terminating Party thirty (30) days' prior written Notice of its election to terminate. The termination Notice shall state the date of termination and shall be sent in accordance with the Notice requirements of this License Agreement. Either Party's termination right is subject to no default by the terminating Party existing under this License Agreement at the time the termination Notice is sent and on the actual termination date.

4. **LICENSE FEE.** Licensee shall pay a license fee (the "License Fee") for the use of the Licensed Area in the fixed amount of Fifty Dollars (\$50) per load of fill material. Licensee shall, in good faith, conduct and submit a load count on a periodic basis, as determined and mutually agreed upon in writing by both Parties. There shall be no minimum quantity of loads per License Period. The License Fee shall be payable by Licensee to Licensor within thirty (30) days following receipt of the Licensor's written Notice of approval of the Licensee's load count.

5. **COMPLIANCE WITH LAWS AND REGULATIONS.** Licensee shall comply with all applicable laws.

6. **ACCESS.** Licensee, its employees, contractors, and agents shall have the right of access to the Licensed Area and Common Areas Monday through Friday from 7:00am to Dusk. Prior to obtaining access to Licensed Area, Licensee shall install a three-way lock to Licensee's access gate and shall provide Licensor with a key; provided, however, Licensor must provide Notice to Licensee prior to accessing Licensed Area through Licensee's access gate. Licensee shall be responsible for securing access gate at the close of business each day.

7. **REPAIRS AND MAINTENANCE.** Throughout the License Period, Licensee shall take good care of the Licensed Area. Licensee shall be responsible for dust control when hauling to site, applying oil to reduce fugitive dust once per season or water as needed. Additional requests for this application will be compensable to Licensee. Licensee shall also be responsible for maintaining access road when hauling to Licensed Area and shall perform light grading to access road after five hundred (500) loads dumped on site by Licensee. Additional road maintenance or reconstruction must be negotiated between the Parties and mutually agreed upon in writing, and shall be compensable to Licensee if Licensee performs the services outlined herein.

8. **DAMAGE AND DESTRUCTION.** Neither Licensor nor Licensee shall have any responsibility to the other or their respective agents, contractors, or other invitees in the event of any damage to or theft or loss of any equipment or property of the other Party and the Party incurring such damage, theft, or loss shall look to its own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any such damage, theft, or loss.

9. **INSURANCE.** Licensee maintains and keeps in force at all times commercial general liability, employers' liability, and workers' compensation insurance that is appropriate for its business.

10. **INDEMNIFICATION.** Licensee shall indemnify, defend, save, and hold harmless Licensor, and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (each and collectively, the "Licensor") against all claims made or judicial or administrative actions filed which allege that Licensor is liable to the claimant by reason of (i) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about the Licensed Area, or in any manner growing out of, resulting from or connected with the use of the Licensed Area if caused by any gross negligent or wrongful act or omission of Licensee or its agents, contractors, employees, permitted assigns, licensees, invitees, or any other person or entity for whose conduct Licensee is legally responsible; (ii) violation by Licensee of any contract or agreement to which Licensee is a party in each case affecting any part of the Licensed Area or the use thereof by Licensee; and (iii) violation of or failure to observe or perform any condition, provision, or obligation of or under this License Agreement on Licensee's part to be observed or performed hereunder. Notwithstanding anything to the contrary in this Agreement, Licensor shall indemnify, defend, save, and hold harmless Licensee, and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (each and collectively, the "Licensee") against all claims made, whether direct or indirect, if such claim arises out of, in whole or in part, Licensee's usage of the public road leading to the Licensed Area or Licensee's obligations to repair and maintain such road as defined in Section 7 of this Agreement. The indemnity obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

11. **ASSIGNMENT OR SUBLICENSING.** The License granted hereby is personal to Licensee and shall not be assigned, nor shall Licensee sublicense or otherwise permit or suffer the occupancy of the Licensed Area by any third party without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to assign or sublicense this License Agreement to any affiliate of Licensee, Notice of which shall promptly be given to Licensor.

12. **DEFAULT.** If either Party defaults in the performance of any of its material obligations hereunder, the defaulting Party shall be given the opportunity to cure its default upon receipt of written Notice from the non-defaulting Party. If such default continues for more than thirty (30) days after receipt of written Notice from the non-defaulting Party, the non-defaulting Party shall have the right to terminate this License Agreement and pursue any other remedies available at law or in equity, except as limited in Section 13 hereof.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

14. **NOTICES.** Any notice or other communication relating to the subject matter of this Agreement ("Notice") shall be deemed sufficiently given if in writing and sent by personal delivery; overnight courier; registered or certified mail, postage prepaid, return receipt requested; or e-mail, successfully delivered. Such Notices shall be addressed to the Parties at their respective addresses set forth below the signature blocks of this Agreement or as a Party may subsequently instruct the other Party in a Notice.

15. **SURRENDER.** On or before the Expiration Date or sooner termination of the License Period for the Licensed Area, Licensee shall vacate and surrender full and complete possession of the Licensed Area to Licensors. Licensee shall only be required to restore, alter, or improve the Licensed Area as specifically set forth in this License Agreement. The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

16. **AUTHORITY TO ENTER INTO AGREEMENT.** Licensors represents and warrants that it has the full power and authority, and is not restricted by any applicable law, to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

17. **WARRANTIES.** EXCEPT AS SET FORTH IN THIS LICENSE AGREEMENT, THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LICENSE AGREEMENT, THE LICENSED AREA, OR THE REAL PROPERTY OR PROPERTY INTERESTS.

18. **GOVERNING LAW AND FORUM.** Licensors and Licensee expressly agree that any and all claims arising out of this Agreement and all related documents shall be governed by and construed pursuant to the laws of the State of Indiana, other than those relating to conflicts of laws. All disputes related to or arising under this Agreement must be litigated in the State or Federal court having jurisdiction over Marion County, Indiana, and the Parties consent to submit themselves to the exclusive jurisdiction and venue of that Court.

19. **MISCELLANEOUS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Both Parties shall be liable for any breach of this Agreement by its Representatives. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

20. **ATTACHMENT AND EXHIBITS.** All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.

21. **AMENDMENT.** Except as may be permitted herein, no modification of this Agreement shall be binding unless made in writing and signed by both Parties.

22. **ENTIRE AGREEMENT.** This Agreement, along with all Exhibits attached hereto and all documents incorporated by reference herein, constitutes the entire contract between Licensors and Licensee with respect to the subject matter hereof. No modification of this Agreement shall be binding unless made in writing and signed by both Parties. This Agreement supersedes and cancels any and all previous contracts, arrangements, or understandings between the Parties relating to the subject matter hereof. In the event of a conflict between the terms of this Agreement and any Exhibit or document incorporated by reference herein, the terms of this Agreement shall govern. This Agreement may be

executed on paper or electronically and in one or more counterparts, each of which shall be deemed an original, but taken together shall constitute one and the same instrument.

*Signature Page to Follow*



IN WITNESS WHEREOF, an authorized representative of each of the Parties hereto has executed this Agreement to be effective as of the Effective Date.


**Licensor:**  
**Town of Merrillville**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Notice Address:  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Email: \_\_\_\_\_

Notice Copy To:  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Email: \_\_\_\_\_

**Licensee:**  
**Milestone Contractors North, Inc.**

By:  \_\_\_\_\_  
Name: David M. Kozyra  
Title: Vice President/Area Manager  
Date: July 26, 2023

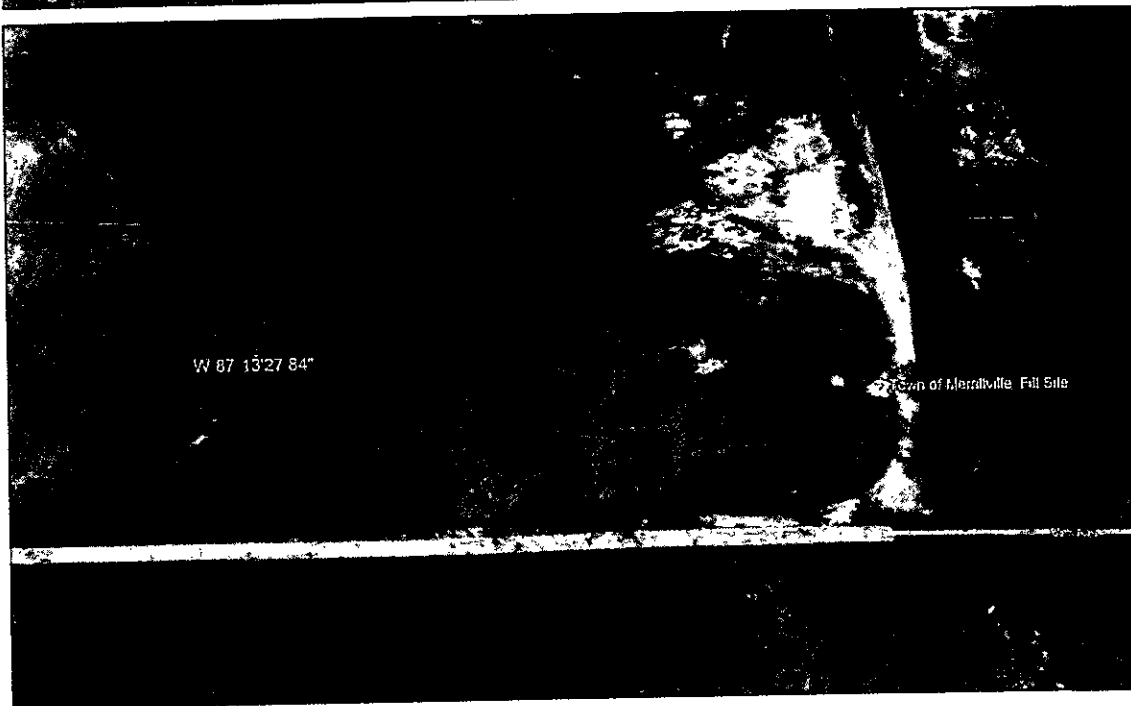
Notice Address:  
Attention: Mindy Lawson  
Address: 1700 E Main Street  
Griffith, Indiana 46319  
Email: milawson@milestonelp.com

Notice Copy To:  
Attention: HC+M Legal Department  
Email: hcmlegal@heritagebuilds.com

## EXHIBIT A

### LICENSED AREA

The Licensed Area is located North of 89<sup>th</sup> Avenue and East of Randolph Street in Merrillville, Indiana, at the approximate coordinates of 41°27'24.1"N, 87°13'18.6"W. The Licensed Area will be delineated by steel posts from the rest of Licensor's property and is shaded in the following aerial images.





**Town of Merrillville**  
**Town Council Meeting Minutes**  
**July 25, 2023**  
**6:30 P.M.**

**CALL TO ORDER:** President Bella called the meeting to order at 6:30 P.M.

**INVOCATION/MOMENT OF SILENCE:** A brief invocation was given along with a moment of silence by Pastor Dennis Walton of Faith Temple of Christ Church.

**PLEDGE OF ALLEGIANCE:** Led by Vice-President Hardaway.

**ROLL CALL** – Roll Call was taken by Madam Clerk-Treasurer Kelly White Gibson.

Present were:

Vice-President Hardaway - (Ward 2)

Councilman Minchuk - (Ward 3)

Councilwoman Uzelac - (Ward 4)

Councilman White - (Ward 7)

Councilwoman Neal – (Ward 1)

Councilman Pettit – (Ward 6)

President Bella - (Ward 5)

All Seven (7) Present

***PETITIONS, COMMUNICATIONS, ACKNOWLEDGEMENTS, AND REMONSTRATIONS:***

**July's Employee of the Month – Jason Anderson (Parks & Recreation)**

Director King and Michael Neal presented Jason Anderson to the council and audience as Employee of the Month for the Town of Merrillville. Mr. Anderson received a certificate of recognition and a gift card on behalf of the Town of Merrillville. Director King elaborated on Mr. Anderson's exemplary qualities as an employee in the Parks Department.

**Swearing in of Patrolman Brycen Nylin**

Patrolman Brycen Nylin was sworn in by Madam Clerk-Treasurer Kelly White Gibson.

Chief Nuses welcomed Patrolman Nylin to the Town of Merrillville Police Department. Chief Nuses also informed the council that Patrolman Nylin will be attending the academy for training and after training, he will be out on the road.

**Swearing in of New Police Chief - Chief Konstantinos Nuses**

Chief Nuses was sworn in by Madam Clerk-Treasurer Kelly White Gibson as the new Police Chief of the Town of Merrillville Indiana.

The following Police Chiefs attended the ceremony in support of Chief Nuses:

- Chief Ryan Patrick (City of Crown Point, Indiana)
- Chief Pete Sormaz (Town of Schererville, Indiana)
- Chief Vincent M. Balbo (Lake County Sheriff's Department)
- Chief Anthony Titus (City of Gary, Indiana)

President Bella thanked the Police Chiefs, Clergies, Police Commissioners, Madam Clerk-Treasurer Kelly White Gibson, and the audience for attending the swearing-in ceremony and for all of their support.

Madam Clerk-Treasurer Kelly White Gibson thanked President Bella for setting up the ceremony.

## **CONSENT AGENDA**

Accts. Payable Register Voucher Approval for July 25, 2023.  
Approval of Town Council Meeting Minutes of July 11, 2023.

A motion was made by Councilman Pettit to approve the Consent Agenda, seconded by Councilwoman Uzelac.

No further questions or comments from the council.

Motion carries by voice vote

## **STANDING & SPECIAL COMMITTEES REPORTS**

**BUDGET & FINANCE- HARDAWAY** – Vice-President Hardaway informed the council that all department heads should have received their packet for the 2024 budget, and the budget hearings are going to be scheduled for the second week of August around August 14<sup>th</sup> and 15<sup>th</sup>.

Vice-President Hardaway also informed the council and department heads that their budget information is due to Financial Advisor Hudson next week so she can formulate all the information. If the department heads have any questions regarding their budget packets, please reach out to Financial Advisor Hudson.

**COUNCIL AFFAIRS- PETTIT** – Councilman Pettit informed the council that later on the agenda is first reading Ordinance 23-19 and that he spoke to Chief Nuses and Attorney Svetanoff. This was in a group of ordinances that Attorney Svetanoff prepared.

Councilman Pettit also informed the council that he has received telephone calls regarding the problem in the East 72<sup>nd</sup> Avenue areas for problems homes. He spoke to Chief Nuses about the problem. Ordinance 23-19 will allow the Police Department to issue tickets to the property owner for public nuisances.

Chief Nuses stated that yes, the passing of Ordinance 23-19 will allow his department to issue tickets.

Councilman Pettit informed the council that we can't suspend because there are fines involved.

**STREET DEPARTMENT- MINCHUK** – Councilman Minchuk informed the council that Waste Management for the remainder of this week will start garbage pick-up at 5:00 am due to the extremely high heat. He requested that this information be shared on the Town's social media platforms to inform the residents of this one-week-only change in the pickup time.

**ELECTIONS, PUBLIC RELATIONS, & TOWN BEAUTIFICATION-PETTIT** - Councilman Pettit informed the council that he would defer his report to Vice-President Hardaway with announcements.

**ENVIRONMENTAL AFFAIRS- WHITE** - Councilman White informed the council that he has nothing to report at this time.

**PERSONNEL POLICY & EMPLOYEE BENEFITS – HARDAWAY** - Vice-President Hardaway informed the council that on Monday, July 24<sup>th</sup> late afternoon President Bella received a letter from Mr. Patrick Reardon, Town Manager of the Town of Merrillville Indiana, Mr. Reardon advised the council he would be resigning his position as Town Manager effective Monday 24<sup>th</sup>.

A motion was made by Vice-President Hardaway that the council accept Mr. Patrick Reardon's resignation letter, seconded by Councilman Pettit.

No further questions or comments from the council.

Motion carries by voice vote

**PUBLIC SAFETY- MINCHUK** - Councilman Minchuk informed the council that several projects in the works are still ongoing.

**ECONOMIC DEVELOPMENT-PETTIT** – Councilman Pettit informed the council that he would defer his report to Vice-President Hardaway on an announcement coming up on Thursday, July 27, 2023, for the Job Fair.

Vice-President Hardaway informed the council that the Job Fair will be Thursday, July 27<sup>th</sup> from 11:00 am until 3:00 pm at the Dean and Barbara White Community Center. There will be about fifty-two or fifty-three companies that are lined up to attend. Anyone looking for employment should attend this event.

Vice-President Hardaway also informed the council that he heard this morning that our employment numbers have increased so there're plenty of opportunities for people looking for employment. You may get interviewed on the spot and be hired by the company.

President Bella informed the council that the most recent report he was able to review indicates we now have sixty-five companies participating in this event.

**PARKS & RECREATION- UZELAC** – Councilwoman Uzelac informed the council that the parks are in order thanks to Director Price and his department.

**ABANDONED -BLIGHTED PROPERTIES-HARDAWAY** – Vice-President Hardaway informed the council that he has nothing to report at this time.

**DEAN & BARBARA WHITE COMMUNITY CENTER-PETTIT** – Councilman Pettit informed the council that he would defer his report to Mr. Michael Neal from Parks and Recreations.

Mr. Neal informed the council that several events are coming up at the Dean and Barbara White Community Center. The events are as follows:

- Jazz and Gospel Feast – Saturday, July 29<sup>th</sup> from 12:00 pm until 7:00 pm
- Dana Evans' Basketball Camp – Monday, August 7<sup>th</sup> from 2:00 pm until 5:00 pm.
  - Dana Evans is a graduate of Westside High School who now plays for Chicago Sky. She won a championship ring with the team and will be giving a basketball camp at the Dean and Barbara White Community Center.
- Glow Night – Wednesday, August 19<sup>th</sup> starts at 8:00 pm.
- Cruise Night – Saturday, August 26<sup>th</sup> starts at 5:00 pm (more information will be forthcoming)

Mr. Neal also informed the council that the Mixed Martial Arts (MMA) event that occurred on Saturday, July 22<sup>nd</sup> at the Dean and Barbara White Community Center had twelve hundred (1,200) people in attendance. One of the MMA fighters went to Merrillville High School and won his match.

Councilman Pettit informed the council that he spoke to Mr. Neal and President Bella emailed Director Price regarding using the Dean and Barbara White Community Center as a cooling shelter from now until Friday, July 28<sup>th</sup>, 2023 until 9:00 pm.

Councilman White informed the council that he would like to offer 6120 Broadway as a cooling center.

President Bella informed Director Shine that we need to make sure Brian Deering knows about the Classic Auto Show being hosted at the Dean and Barbara White Community Center.

**SPECIAL PROJECTS (F & B TAX, DIVERSITY, 4<sup>TH</sup> of JULY CELEBRATION- HARDAWAY** - Vice-President Hardaway informed the council about the following:

**Job Fair July 27<sup>th</sup> from 11:00 am – 3:00 pm**

Vice-President Hardaway informed the council that the Job Fair has already been mentioned earlier on the agenda.

**National Night Out August 1<sup>st</sup> from 5:00 pm until 8:00 pm**

Vice-President Hardaway informed the council that the National Night Out will be on Tuesday, August 1, 2023, at the Dean and Barbara White Community Center from 5:00 pm until 8:00 pm. The parking lot of the community center will be sectioned off by Wards 1 through 7. We encourage residents to come out and have an opportunity to meet their Elected Officials and fellowship with neighbors.

Vice-President Hardaway also informed the council at National Night Out we will have the following:

- Food
- Water
- Soda
- Music
- Games for the kids
- Bouncy House for the kids
- Snow Cones and popcorn

Vice-President Hardaway informed the council that the National Night Out was very successful last year and we had a great turnout. We encourage the residents they come out to find out what Ward they are in and go to that area. Last year there was a little misunderstanding when people were in the parking lot as opposed to going inside and sitting in the designated area of their Ward. To eliminate the confusion this year, we will have an information table set up at the front entrance. You will be able to find out what Ward you are located in and participate with the people in your Ward.

**DEPARTMENT & COMMISSION REPORTS**

**LAKE COUNTY SOLID WASTE MANAGEMENT-WHITE** – Councilman

White informed the council that a meeting was supposed to occur last Thursday, July 20, 2023, at Lake County Solid Waste Management, but there wasn't a quorum. The agenda items that were up for discussion were personnel and budgeting issues. The meeting has been rescheduled for Thursday, August 17, 2023.

**NORTHERN INDIANA REGIONAL PLANNING COMMISSION-HARDAWAY** – Vice-President Hardaway informed the council that at the meeting there was a presentation from British Petroleum (BP) about the carbon-hydrogen

separation that's two or three years away, but it's something that is coming and will put Northwest Indiana on the map. This is going to help tremendously with the things we are trying to do here.

Vice-President Hardaway also informed the council that the 2050 Plan was approved for Northwestern Indiana Regional Planning Commission (NIRPC). A copy of the plan was given to Director Shine for her review. This may help the Town of Merrillville Comprehensive Plan.

***STORMWATER MANAGEMENT RESOURCES-LAKE*** – Director Lake gave the council the status of the following project:

- Kaider Ditch Lateral Project (Taney Ditch)
  - Gough Construction is back on the project for the crossing and plans to continue until the project is complete. The stone of some of the crossings has been smoothed out by Gough Construction because the stone was getting compacted.
- Southmoor Park Drainage Improvement Project
  - We are finalizing the bid documents for the project and shortly the project will be going out for bid.
- Clay Street Project
  - Clay Street is done with the triple box culvers so other than NIPSCO being there with the sub-transmission lines we can get that paved.
  -

***SOUTHSHORE VISITORS AND CONVENTION AUTHORITY -REARDON*** - Town Manager Reardon resigned from his position.

***FIRE TERRITORY BOARD-MINCHUK*** – Councilman Minchuk informed the council that the last meeting was postponed, and the new meeting date is August 10<sup>th</sup>.

Councilman Minchuk asked Councilwoman Neal did she get the meeting notice email.

Councilwoman Neal stated she doesn't recall.

Councilman Minchuk stated he would get with her regarding the details.

President Bella asked Director King and Interim Town Manager to make sure that the Fire Territory Board has the contact information for Councilwoman Neal.

#### ***DEPARTMENT REPORTS/TOWN MANAGER***

##### **Director Shine – Building and Planning**

Director Shine informed the council that the Building and Planning Department is very busy. The department has issued all the building permits for Nuvu Flats which is the Berkshire Community located on 93<sup>rd</sup>. We will be issuing the permits for the Weiss Community on the other side of 93<sup>rd</sup> which will be the Monarchs.

Director Shine also informed the council that the Building and Planning Department has exceeded \$1,000,000.00 in building permit fees.

President Bella congratulated Director Shine and her department.

Councilman Pettit asked Director Shine will there be any petitions in August for the Planning Commission.

Director Shine stated there are no petitions scheduled for August.

##### **Director King – Street Department**

Director King and Interim Town Manager informed the council that the Street Department is very busy. The department has been out crack sealing the roadways, asphalt pavement patching, maintaining the Town's properties, mowing, weed whacking, and various other projects.

President Bella asked Director King and Interim Town Manager to discuss the Tree Branch Program.

Director King and Interim Town Manager informed the council and audience that the Tree Branch Program has been revamped. The pickups were once in the Spring, once in the Fall, and when storm damage occurred. At any other time, residents could bring their branches to the North Barn located at 5750 Tyler Street. Now we have assigned a crew to do branch pick-up until our Leaf Pickup Program starts. We will have information on the Leaf Pickup Program at a later date. If the residents have questions, they can contact the Street Department at (219)769-6784.

##### **Michael Neal – Parks Department**

Director Price was absent

President Bella asked Mr. Neal did he have anything else to add to his previous report.

Mr. Neal informed the council that he would like to thank all the employees for the great job they are doing in Parks and Recreation.

Councilman White informed the council that he would like to thank Director King and Interim Town Manager for the speed humps on Grant Place.

**Chief Nuses – Police Department**

Chief Nuses informed the council that he would like to thank everyone for tonight and he will do his very best to make everyone proud and serve the public to the best of his abilities.

Chief Nuses also informed the council that with the Police Department has started working on updating and creating new ordinances with the help of Attorney Svetanoff.

Chief Nuses informed the council the next project is to study traffic patterns from the data collected from the signs, accidents, and at-fault accidents. We're trying to put a formula together so we can have a creative and proactive approach to the traffic problems in the Town of Merrillville. We want to have an actual plan to determine what times throughout the day people are speeding.

Chief Nuses also informed the council that he is working with Director Price regarding installing cameras because of the incidents that have been occurring at the parks. He and Director Price will be talking to several companies to see what kind of solution is available.

Chief Nuses informed the council that he is looking forward to the National Night Out where he can meet and talk to the residents.

***GENERAL ORDERS***

***A. Ordinances***

***First Readings: (Discussion and Roll Call Vote)***

**Ordinance 23-19 (Discussion and Roll Call Vote)**

An Ordinance Concerning Real Estate in the Town of Merrillville Which Is Used or Permitted to be used by the owner for Illegal Activities and Declaring Same a Public Nuisance.

A motion was made by Councilman Pettit to approve Ordinance 23-19, seconded by Councilman White.

President Bella asked Attorney Svetanoff how much of Ordinance 23-19 would he like to read into the record.

Attorney Svetanoff stated all the WHEREAS specifically number five.

President Bella asked Madam Clerk-Treasurer Kelly White Gibson to read all of the WHEREAS into the record.

Madam Clerk-Treasurer Kelly White Gibson read the following into record:



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

**ORDINANCE NO. 23-19**

**AN ORDINANCE CONCERNING REAL ESTATE IN THE  
TOWN OF MERRILLVILLE WHICH IS USED OR PERMITTED  
TO BE USED BY THE OWNER FOR ILLEGAL ACTIVITIES,  
AND DECLARNG SAME A PUBLIC NUISANCE**

**WHEREAS**, the Indiana Unsafe Building Act, under Indiana Code 36-7-9-4 defines unsafe building and unsafe premises, in part, as those which are "... a public nuisance;" and

**WHEREAS**, the Unsafe Building Act, provides to municipalities, under Indiana Code 36-7-9-5 the statutory ability to take any reasonable action necessary against any unsafe buildings and unsafe premises by Ordinance and enforcement under the Unsafe Building Act;

**WHEREAS**, the Town Council of the Town of Merrillville, wishes to enable to the Town of Merrillville's Law Enforcement and Enforcement Authority to identify, address, remedy, cite and eliminate public nuisances located in the Town of Merrillville, under the Town's police powers and for the purposes of promoting public safety and welfare and building a stronger and safe Town for its residents; and

**WHEREAS**, The Town Council of the Town of Merrillville, has determined that property located in the Town of Merrillville, upon which illegal activity occurs, is a detriment to the public peace, health, welfare and safety and is thereby a public nuisance which shall be abated by Law Enforcement, the Law Department and the Town's Enforcement Authority; and

**WHEREAS**, it is the intention of the Town of Merrillville to create a lawful Ordinance and nothing in this Ordinance shall be construed to encourage or authorize discrimination by any person or entity against any person based upon race, creed, religion, gender, age, family status, disability or national origin. Rather it is the intent of this Ordinance to provide for safe and healthful housing for Merrillville residents and to hold persons and property owners accountable for acquiescing in, ignoring, tolerating, permitting or participating in the use of that property for criminal, illegal, unhealthy or unsafe conduct or activities, once receiving notice of such activity from the Town of Merrillville.

President Bella asked Attorney Svetanoff to paraphrase from this point.

Attorney Svetanoff informed the council that we have established or revamp the definition section of Ordinance 23-19. We went to criminal, legal, and unsafe use or real estate prohibition notice to the owner or activity on the property. We defined what criminal, legal, and unsafe use is in the ordinance. We go to section three which is eviction proceedings as a defense that's for the benefit of the property holder if they are leasing out the property. These will be civil charges not criminal against the property owner and or lessee. A records cap of the Town will be kept on file. The penalty has been severely advanced, and it'll be \$2,500.00 potentially for the first offense, second and subsequent offenses up to \$7,500 so it expands the penalty section. There is a severability that states that if any one of these sections is declared null and void, then the whole ordinance won't be considered null and void. We also have an effective date.

Attorney Svetanoff informed the council that concludes the sum and substances of Ordinance 23-19.

Councilman Pettit asked Chief Nuses and Attorney Svetanoff how many times must an officer goes to an address before action is taken and if the action is immediate.

Chief Nuses informed the council that the first time the officer shows up on the property the violator gets a warning. The second time a ticket will be issued.

Attorney Svetanoff confirmed that a warning is given the first time and after that action is taken.

Councilman Pettit illustrated with the following example:

A nescience call comes in on a Monday to the Police Department. The officer shows up and gives the violator a warning. Another call comes in on Friday regarding the same violator, the officer gives the violator a ticket with a potential of a \$2,500.00 fine,

Attorney Svetanoff informed the council that this is the way Ordinance 23-19 is interpreted.

Councilman Minchuk made a motion to approve Ordinance 23-19.

President Bella informed Councilman Minchuk that a motion was already on the floor.

Councilman Minchuk apologized.

Councilman White asked does Ordinance 23-19 applies to apartment buildings.

President Bella stated that Ordinance 23-19 applies to any address.

No further questions or comments from the council.



Motion carries by roll call vote 7-0.

**Ordinance 23-20 (Discussion and Roll Call Vote)**

An Ordinance of the Town of Merrillville, Lake County, Indiana, Authoring Additional Appropriations in The 2023 Budget.

A motion was made by Vice-President Hardaway to approve Ordinance 23-20, seconded by Councilwoman Uzelac.

No further questions or comments from the council.

Motion carries by roll call vote 7-0.

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

**Ordinance 23-18 (Discussion, Public Comment, and Roll Call Vote)**

An Ordinance of The Town of Merrillville, Lake County, Indiana, Amending Ordinances 23-16, 23-01, and 22-29A, and Pay for Employees of The Town of Merrillville, Indiana, For the Calendar Year 2023.

A motion was made by Vice-President Hardaway to approve Ordinance 23-18, seconded by Councilman Minchuk.

No further questions or comments from the council or the public.

Motion carries by roll call vote 7-0.

***B. Resolutions: (Discussion and Voice Vote)***

None

***C. American Rescue Plan***

AP Voucher Register Summary for ARP Purchases for July 25, 2023

Vice-President Hardaway informed the council that the ARP Voucher summary is \$67,460.00.

Vice-President Hardaway made a motion to approve \$67,460.00, seconded by Councilwoman Uzelac.

No further questions or comments from the council.

Motion carries by voice vote.

***D. BZA & LARGE GATHERING ACTIONS***

**Applicant:** St. Elijah Serbian Orthodox Cathedral

**Owner:** St Elijah Cathedral Serbfast

**Request:** Approval for Large Gathering Permit

**Purpose:** SNF Golf Tournament

**Location:** 8700 Taft Street

**Date:** August 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> 2023 3:00pm – 12:00 am

Planning and Building Director Shine elaborated on the Large Gathering Action

Councilwoman Uzelac made a motion to approve the Large Gathering Action, seconded by Councilman Pettit.

Councilman White asked Director Shine about playing golf until midnight.

Director Shine informed the council that is their hours of operation, and she doesn't know how the golf tournament is set up.

Attorney Svetanoff informed the council that the golf tournament is off-site then people come back to the venue for the festival.

Director Shine informed the council we are only approving what is happening at 8700 Taft Street and that is where the Large Gathering Action will occur.

President Bella informed Director Shine and the council that signs are going up as soon as the activities and Church events are approved. He doesn't have a problem with the signs, but if they block traffic or the line of traffic, line of sight, and or during a windstorm they pose a hazard. We need to be involved and help them understand the sign ordinances in Town and adhered to them.

Director Shine informed the council she sends out an approval letter with the event permit. She will make sure information regarding the signs is included in the letter.

No further questions or comments from the council.

Motion carries by voice vote.

***OLD BUSINESS***

None

***NEW BUSINESS***

Councilman White informed the council that he spoke to Pastor Robert Szoke of Impact Church, and they are going to have a Back-to-School Block Party on August 5<sup>th</sup> from 1:00 pm until 4:00 pm.

***SPECIAL PRESENTATIONS***

None

***ANNOUNCEMENTS:***

- BZA Meeting July 26<sup>th</sup> at 6:30 pm
- Job Fair July 27<sup>th</sup> from 11:00 am – 3:00 pm at the Dean and Barbara White Community Center
- National Night Out August 1<sup>st</sup> from 5:00 pm until 8:00 pm
- Town Council Meeting August 8<sup>th</sup> at 6:30 pm

***ADJOURNMENT:***

Councilman Pettit made a motion to adjourn, seconded by Councilwoman Uzelac.

Motion carries by voice vote.

Meeting Adjourned.

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***Rick Bella, President***

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***Kelly White Gibson, Clerk-Treasurer***

***Minutes Submitted By Angela Lewis***

# ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - AUGUST 8, 2023 TC MEETING

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//	1315	MENARDS	FD/TRAINING SUPPLIES	131.16			MISC SUPPLIES FOR TRAINING HOUSE
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIR PARTS	63.48			OIL
//	1315	MENARDS	FD/TRAINING SUPPLIES	219.48			MISC SUPPLIES FOR TRAINING HOUSE
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIR PARTS	20.56			TURN SIGNALS
//	266	TECK ELECTRIC, LLC	FD/CONTRACTUAL	160.00			ANNUAL MAINTENANCE ON
//	1315	MENARDS	FD/TRAINING SUPPLIES	45.22			MISC SUPPLIES FOR TRAINING HOUSE
//	1380	McCANN INDUSTRIES, INC.	LRS/REPAIR PARTS	418.20			PARTS
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIR PARTS	1.38			PARTS
//	266	TECK ELECTRIC, LLC	FD/CONTRACTUAL	324.00			ANNUAL MAINTENANCE ON
//	168	ACME PRINT COPY DESIGN	TOWN DONATION/JOB	90.00			JOB FAIR POSTERS
//	40	CHAS REILLY	GENERAL/CONT SVCS IT	725.00			PAY FOR CONTENT MGR
//	808	HALL SIGNS	LRS/FREIGHT	52.52			SHIPPING/FREIGHT
//	51	LINDCO EQUIPMENT SALES	LRS/FREIGHT	26.50			FREIGHT CHARGES
//	1315	MENARDS	FD/BUILDING SUPPLIES	269.69			MISC SUPPLIES
//	2303	MILESTONE	MVRESTRICTED/HOTASPH	1017.96			9.5 COMM #12 SURFACE
//	2012	MOTION & CONTROL	LRS/REPAIRS TO	289.05			PARTS
//	1380	McCANN INDUSTRIES, INC.	LRS/REPAIR PARTS	808.11			PARTS
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIR PARTS	-4.30			WIX FUEL, FUEL FILTER
//	266	TECK ELECTRIC, LLC	FD/CONTRACTUAL	160.00			ANNUAL MAINTENANCE ON
//	262	THE TRANZONIC COMPANIES	GENERAL/FREIGHT	53.93			SHIPPING
//	202	AB LAB & DIAGNOSTICS LLC	GENERAL/SUBS. & DUES	35.00			PRE-EMPLOYMENT SCREENING
//	129	ACE HARDWARE	SW/DRAINAGE SUPPLIES	41.63			SW DRILL BIT, TAP PLUG 1/4
//	168	ACME PRINT COPY DESIGN	GENERAL/PRINTING O/T	45.00			CORRECTED BUSINESS CARDS
//	83	ACORN FENCE	SW/OTHER EQUIPMENT	500.00			SW FENCE REPAIR 56TH AV RECVD
//	314	AMERICAN COMPLETE AUTO	POLICE EQUIP/REPAIRS	2309.64			REPAIRS TO LGA83196 (REAR
//	753	AUSTGEN ELECTRIC, INC.	SW/REPAIRS TO	942.26			SW REPAIR TO 2013 TRUCK UNIT
//	867	BAKOS AND RICHARDS	LRS/HARDWARE &	1564.36			UPS BATTERY
//	693	BARNES & THORNBURG LLP	BDWY TIF/CONTRACTUAL	2212.10			RDC
//	210	BUTLER, FAIRMAN &	SW/CONTRACTUAL SERV	2385.00			SW ON CALL ENG SERVICES
//	889	CASTONGIA TRACTOR/JOHN	LRS/REPAIR PARTS	190.32			OIL & FILTERS
//	355	GENDER/DALTON	FD/ACCOUNTING FEES	1477.50			PROFESSIONAL SERVICES FOR
//	40	CHAS REILLY	GENERAL/CONT SVCS IT	775.00			PAY FOR CONTENT MGR
//	238	CROWN RENTALS	TOWN DONATION/JOB	987.20			JOB FAIR TABLE RENTAL
//	364	DAVID BARRON	PNR/SECURITY	315.00			SECURITY
//	243	DIVE RIGHT IN SCUBA	FD/REPAIR PARTS	28.00			30" LP HOSE
//	271	GARIUP CONSTRUCTION CO.,	BDWY TIF/ST IMPROVMT	180842.98			C&O TRAIL PHASE 3,
//	808	HALL SIGNS	LRS/STOP & STREET	610.66			STREET SIGNS & HARDWARE
//	272	HARBOR FREIGHT TOOLS	LRS/G&M SUPPLIES	299.99			LAWNMOVER LIFT
//	343	HOOSIER FIRE EQUIPMENT	FD/VOLUNTEER	2793.50			4 PRS. FIRE KNEE BOOTS + FRT
//	369	HQ PRODUCTION AUDIO	TOWN DONATION/JOB	522.00			RENTALS FOR JOB FAIR

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## TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

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//	276	KATHY DAMJANOVIC	TOWN DONATION/JOB	2750.00			HOT DOGS JOB FAIR
//	166	LAKE COUNTY TREASURER	GENERAL/UNAPPROPRIAT	420.00			COUNTY COURT COSTS FOR JUNE
//	315	LINDA ROSAS	GENERAL/GASOLINE	66.81			GASOLINE- JANUARY THRU JULY
//	51	LINDCO EQUIPMENT SALES	FD/REPAIR PARTS	1973.04			LABOR & PARTS FOR REPAIRS TO
//	99	MACQUEEN EMERGENCY	FD/REPAIR PARTS	977.22			HEATER CORE + FRT FOR #7411
//	275	MAVIS TIRE & BRAKES OFFICE	SW/REPAIRS TO	59.98			SW OIL CHANGE EX DIR 2022 DODGE
//	1315	MENARDS	BDWY TIF/CONTRACTUAL	578.54			PLANTINGS
//	545	MERR. VOLUNTEER FIRE	FD/SUBS & DUES	1180.00			REIMB. FOR 2023 IVFA DUES FOR
//	464	MERRILLVILLE PARKS AND	PNR/CONTRACTUAL	39.95			MERCHANT ONLINE BILLING - JULY
//	1320	MIDWESTERN ELECTRIC	LRS/CONTRACTUAL	502.00			VARIOUS LOCATIONS
//	2303	MILESTONE	MVRESTRICTED/HOTASPH	962.88			9.5 COMM #12 SURFACE
//	2012	MOTION & CONTROL	LRS/REPAIRS TO	54.45			PARTS
//	1153	MY FLEET CENTER.COM	GENERAL/REPAIRS TO	305.29			OIL CHANGE # MGB18315
//	1380	McCANN INDUSTRIES, INC.	LRS/REPAIR PARTS	282.90			PARTS
//	232	NEXTHILL CAPITAL PARTNERS,	GENERAL/CLOTHING	791.20			ACADEMY UNIFORMS FOR 428
//	653	NICK BERZAC	PNR/SECURITY	420.00			SECURITY
//	237	NORTHWEST INDIANA AUTO	LRS/REPAIR PARTS	353.92			BATTERY
//	691	POWER BRAKE & SPRING	LRS/REPAIR PARTS	40.92			LUBE SPIN
//	1821	ROBINSON ENGINEERING	SW/CONTRACTUAL SERV	326.00			SW PHASE 1A 2023 SW UTILITY ATLAS
//	1942	SCHEPEL BUICK/GMC TRUCK	LRS/REPAIRS TO	18.00			PART
//	266	TECK ELECTRIC, LLC	FD/CONTRACTUAL	324.00			ANNUAL MAINTENANCE ON
//	2032	TERPS TRA'S SALES &	LRS/REPAIR PARTS	149.81			BLADE FILTER OIL & AIR FILTER
//	262	THE TRANZONIC COMPANIES	GENERAL/OTHER	363.23			NIRTILE GLOVES
//	190	TIMOTHY MICHELS	GENERAL/OTHER	26.94			REFRESHMENTS FOR TRAINING
//	356	TRI-ELECTRONICS, INC.	GENERAL/TELEPHONE	337.50			LINE EXTENSION
//	1236	WAYNE'S FRAME & BODY	FD/REPAIR PARTS	8354.32			REPLACE REAR END SPRINGS &
07/24/2023	609	F.O.P. #168	PAYROLL - F. O. P. DUES	1300.25	1300.25	24221	UNION DUES - JULY 2023
07/24/2023	2104	NATIONWIDE RETIREMENT	PAYROLL - DEFERRED	4449.38	4449.38	24222	EMPLOYEE DEPOSITS FOR 7/21/2023
07/24/2023	650	TRUSTMARK VOLUNTARY	PAYROLL - TRUSTMARK	1855.06	1855.06	24223	EMPLOYEE PREMIUMS
07/24/2023	61	GUARDIAN LIFE INS CO.	SW/HEALTH INS.	20031.75	20031.75	24224	SW EMPLOYEE PREMIUMS - AUG 203
07/24/2023	494	LAKE COUNTY SUPERIOR	PAYROLL - COURT	651.04	651.04	24225	L. ROBERTS CAUSE #
07/24/2023	847	STARKE CIRCUIT COURT	PAYROLL - COURT	619.69	619.69	24226	G Fields CAUSE # 75C01-2011-CC-00339
07/24/2023	494	LAKE COUNTY SUPERIOR	PAYROLL - COURT	365.00	365.00	24227	J. PARKER JR. CAUSE #
07/21/2023	1600	PAYROLL FUND	PNR/SOCIAL SECURITY	1689.27	1689.27	61515	Empr Liability FICA
07/21/2023	52	ROLLINS, INC	PNR/INSPECTIONS	135.98	135.98	61517	INSPECTION
07/21/2023	1328	MERRILLVILLE	GENERAL/SEWER USER	742.30	742.30	61518	STREETS 1501150042
07/21/2023	1175	AMAZON CAPITAL SERVICES	GENERAL/OFFICE	131.59	131.59	61519	OFFICE SUPPLIES
07/21/2023	1175	AMAZON CAPITAL SERVICES	TOWN DONATION/JOB	923.87	923.87	61520	JOB FAIR RAFFLE
07/21/2023	334	COMCAST	GENERAL/TELEPHONE	209.38	209.38	61521	INTERNET
07/21/2023	334	COMCAST	GENERAL/TELEPHONE	1845.91	1845.91	61522	TELEPHONE

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TOWN OF MERRILLVILLE

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07/21/2023	1023	UCASTERS X STREAM MEDIA	TOWN DONATION/4TH OF	966.00	966.00	61523	RADIO SERVICES 4TH
07/21/2023	182	LUXOR HOMES II	LANDSCAPING	2500.00	2500.00	61524	LANDSCAPE ESCROW REFUND
07/21/2023	776	COMCAST	FD/TELEPHONE	1760.00	1760.00	61526	INTERNET & PHONE AT ALL STATIONS
07/21/2023	1328	MERRILLVILLE	FD/SEWER	292.75	292.75	61527	SEWER SERVICE FOR HQ
07/21/2023	1600	PAYROLL FUND	GENERAL/ADMIN.	420991.81	420991.81	61530	CT-Admin Sec
07/26/2023	265	BRIANNA HAILSON LLC	PNR/MARKETING &	250.00	250.00	61585	CONTRACTED MARKETING
07/26/2023	245	MERLON WILLIS DEVINE	PNR/MARKETING &	2000.00	2000.00	61586	CONTRACTED MARKETING VIDEO
07/26/2023	263	JESUS THE GYM AND THEM	PNR/MARKETING &	500.00	500.00	61587	CONTRACTED MARKETING SPEAKER
07/26/2023	270	HERITAGE SOLUTIONS	PNR/MARKETING &	500.00	500.00	61588	CONTRACTED MARKETING SPEAKER
07/26/2023	260	TYZHA ZION ROMER	PNR/MARKETING &	250.00	250.00	61589	CONTRACTED MARKETING SPEAKER
07/26/2023	259	NICHOLLE WINSTON	PNR/MARKETING &	1000.00	1000.00	61590	CONTRACTED MARKETING SPEAKER
07/26/2023	1223	MARIA NEVAREZ	PNR/MARKETING &	800.00	800.00	61591	CONTRACTED MARKETING
07/26/2023	76	V SOUNDS, LLC	PNR/MARKETING &	3300.00	3300.00	61592	CONTRACTED VIDEO MARKETING
07/26/2023	261	DWAYNE BRADFORD	PNR/MARKETING &	700.00	700.00	61593	CONTRACTED ADVERTISING
07/26/2023	160	ROBERT WHITE	PNR/MARKETING &	500.00	500.00	61594	CONTRACTED ADVERTISING
07/26/2023	22	LOVE INFINITY, INC.	PNR/MARKETING &	1250.00	1250.00	61595	CONTRACTED MARKETING SPEAKER
07/26/2023	377	BMV, SPECIAL PLATE	GENERAL/TITLES & REGIS.	570.00	570.00	61596	TITLES & REGISTRATIONS FOR 19
07/26/2023	1197	US BANK	GENERAL/COPIER MTCE.	244.76	244.76	61597	PLANNING COPIER
07/26/2023	700	INDIANA AMERICAN WATER	GENERAL/WATER	863.91	863.91	61598	TH 220015152684
07/26/2023	776	COMCAST	LRS/TELEPHONE	264.93	264.93	61599	PHONE, INTERNET, & TV SVC
07/26/2023	234	CROWN POINT PRINTNG II	TOWN	170.00	170.00	61600	T-SHIRT REPLACEMENT
07/26/2023	1175	AMAZON CAPITAL SERVICES	GENERAL/CLEANING	684.45	684.45	61601	CLEANING SUPPLIES
07/26/2023	185	AMERICAN EXPRESS	GENERAL/POSTAGE	609.59	609.59	61602	USPS- TO IND DEPT OF TOX
07/26/2023	1401	NIPSCO	FD/GAS & ELECTRIC	4376.84	4376.84	61603	GADS/ELECTRIC AT ALL STATIONS
07/26/2023	517	CITI CARDS	FD/SUBS & DUES	273.95	273.95	61604	ACROBATE PRO MONTHLY
07/26/2023	1175	AMAZON CAPITAL SERVICES	FD/OTHER SUPPLIES	50.29	50.29	61605	MISC EQUIP, MEMT FOR ST #71
07/26/2023	93	CROSSROADS REGIONAL	PNR/SUBS & DUES	60.00	60.00	61606	DUES
07/26/2023	1600	PAYROLL FUND	GENERAL/TC PRESIDENT	59793.02	59793.02	61607	TC-Tn Council President
07/26/2023	627	JOI WHITESIDE	GENERAL/INSTRUCTION-E	252.35	252.35	61608	MEALS/ILMCT CONF
07/28/2023	402	AT & T MOBILITY	GENERAL/TELEPHONE	510.29	510.29	61609	LPR HOT SPOTS & CELL PHONES
07/28/2023	876	TREASURER OF STATE	GENERAL/INSTRUCTION	40.00	40.00	61610	BT RECERT #419
07/28/2023	551	MONROE PEST CONTROL INC.	FD/CONTRACTUAL	172.00	172.00	61611	MONTHLY PEST CONTROL AT STATION
07/28/2023	563	STAPLES BUSINESS CREDIT	FD/BUILDING SUPPLIES	208.58	208.58	61612	MISC SUPPLIES
07/28/2023	402	AT & T MOBILITY	FD/TELEPHONE	31.24	31.24	61613	E7011 MIFI
07/28/2023	1175	AMAZON CAPITAL SERVICES	SW/OFFICE SUPPLIES	7.67	7.67	61614	SW OFFICE SUPPLY
07/28/2023	659	NORTHERN TOOL/CAPITOL	SW/DRAINAGE SUPPLIES	448.84	448.84	61615	SW HAMMER, BLADE
07/28/2023	673	CARD SERVICE CENTER	GENERAL/TRAVEL	705.00	705.00	61616	HOTEL STAY FOR ILMCT CONF
07/28/2023	596	AIM	GENERAL/INSTRUCTION-E	25.00	25.00	61617	GASB-96 WEBINAR 2023
08/02/2023	565	MATTIE M. COLLINS	GENERAL/CONTRACTUAL	961.54	961.54	61618	CONTRACTUAL PAY
08/02/2023	830	ORALIA SANTOS	GENERAL/CONTRACTUAL	800.00	800.00	61619	CONTRACTUAL PAY

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08/02/2023	273	DOMINIC DITOLA	GENERAL/CONTRACTUAL	452.60	452.60	61620	PAY ADMIN INETRN
08/02/2023	1175	AMAZON CAPITAL SERVICES	GENERAL/OFFICE	199.73	199.73	61621	CONF ROOM SUPPLIES
08/02/2023	673	CARD SERVICE CENTER	TOWN DONATION/JOB	816.39	816.39	61622	BALLOON DECOR JOB FAIR
08/02/2023	776	COMCAST	GENERAL/TELEPHONE	360.63	360.63	61623	TELEPHONE
08/02/2023	776	COMCAST	FD/TELEPHONE	63.44	63.44	61629	CABLE AT STATION 71
08/02/2023	130	VFIS C/O M&T BANK	FD/VOL PENSIONS-LOSAP	56000.00	56000.00	61630	LOSAP RENEWAL 7/1/23-7/1/24
08/02/2023	1175	AMAZON CAPITAL SERVICES	FD/OFFICE SUPPLIES	20.09	20.09	61631	2-USB MALE CHARGER CABLES 6FT
08/02/2023	1175	AMAZON CAPITAL SERVICES	GENERAL/HR OFFICE	188.35	188.35	61632	OFFICE SUPPLIES
08/02/2023	85	THE LAW OFFICE OF ANGELA	FD/ATTORNEY FEES	1000.00	1000.00	61633	LEGAL SERVICES FOR JULY
08/02/2023	289	WALTER COOK INSURANCE	FD/INSURANCE	1756.08	1756.08	61634	GROUP LIFE INSURANCE
08/02/2023	358	CULLIGAN WATER	GENERAL/MACHINE	49.92	49.92	61635	3 GALLON WATERS (\$8.99)
08/02/2023	146	PULSE TECHNOLOGY	GENERAL/MACHINE	896.18	896.18	61636	LEASED MONTHLY PRINTER BILL
07/21/2023	739	CENTIER BANK	PNR/UNAPPROPRIATED	963.87	963.87	149128	AUTO DEBIT FOR PARKS SALES TAX
07/24/2023	739	CENTIER BANK	PAYROLL - NET SALARIES	297280.53	297280.53	149160	NET SALARIES FOR 7/21/2023 PAYDAY
07/24/2023	739	CENTIER BANK	PAYROLL - FEDERAL	73149.62	73149.62	149161	941 AUTO DEBIT FOR 7/21/2023
07/24/2023	739	CENTIER BANK	PAYROLL - FEDERAL	1690.16	1690.16	149162	CHILD SUPPORT FOR 07/21/2023
07/26/2023	739	CENTIER BANK	PAYROLL - NET SALARIES	50090.41	50090.41	149223	NET SALARIES FOR 7/26/2023 EOM
07/26/2023	739	CENTIER BANK	PAYROLL - FEDERAL	1351.12	1351.12	149224	941 AUTO/DEBIT 07/26/2023 PAYDAY
07/26/2023	739	CENTIER BANK	PAYROLL - FEDERAL	4796.67	4796.67	149225	945 AUTO DEBIT FOR 7/26/2023 EOM
07/28/2023	524	REGIONS BANK	AMERIPLEX/LEASE	578500.00	578500.00	149246	DEBIT SERVICE PAYMENT
07/28/2023	349	BANK OF NEW YORK MELLON	CUML FIRE EQPT/DEBT	4453.13	4453.13	149247	DEBT SERVICE PAYMENT
07/28/2023	335	HUNTINGTON NATIONAL BANK	AMERIPLEX 2018/DEBT	58950.00	58950.00	149248	DEBT SERVICE
07/28/2023	349	BANK OF NEW YORK MELLON	SW/DEBT SERVICE	147209.38	147209.38	149249	DEBT SERVICE PAYMENT
07/28/2023	335	HUNTINGTON NATIONAL BANK	2014 RDC BOND/DEBT	350.00	350.00	149250	ANNUAL ADMIN FEE
07/31/2023	18	Town Court Tracking	TOWN COURT TRACKING	34627.80	34627.80	149262	JUNE 2023 COURT DISB. TOTALS
07/31/2023	1630	IN Public Retirement System	PAYROLL - SW PERF	20903.02	20903.02	149263	SW PERF FOR 7/21/2023 PAYDAY
07/31/2023	1630	IN Public Retirement System	POLICE PENSION - P.E.R.F.	43113.10	43113.10	149264	POLICE PERF FOR 7/21/2023 PAYDAY
07/31/2023	1630	IN Public Retirement System	FIRE PENSION-PERF	9855.44	9855.44	149265	FIRE PERF FOR 7/21/2023
		Checks: 0- 149265		2157110.92	1933722.94		

ORDINANCE NO. 23-21

AN ORDINANCE OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,  
AUTHORIZING ADDITIONAL APPROPRIATIONS  
IN THE 2023 BUDGET

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

WHEREAS, the Town Council is aware that the Fund currently holds sufficient cash balance and is expected to receive additional miscellaneous revenue to support the requested additional appropriation.

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

	<u>AMOUNT REQUESTED</u>	<u>AMOUNT APPROVED BY FISCAL BODY</u>
<u>Fund 2250: WHEEL TAX REVENUE</u>		
2250010394 Wheel Tax Rev/Contractual	\$ <u>400,000.00</u>	\$ <u>400,000.00</u>
Total for WHEEL TAX FUND	\$ <u>400,000.00</u>	\$ <u>400,000.00</u>

This Ordinance shall be in full force and effect from and after its passage.

DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Rick Bella, Council President  
Ward 5

\_\_\_\_\_  
Marge Uzelac, Councilwoman  
Ward 4

\_\_\_\_\_  
Rhonda Neal, Councilwoman  
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

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

**ORDINANCE NO. 23-19**

**AN ORDINANCE CONCERNING REAL ESTATE IN THE  
TOWN OF MERRILLVILLE WHICH IS USED OR PERMITTED  
TO BE USED BY THE OWNER FOR ILLEGAL ACTIVITIES,  
AND DECLARNG SAME A PUBLIC NUISANCE**

**WHEREAS**, the Indiana Unsafe Building Act, under Indiana Code 36-7-9-4 defines unsafe building and unsafe premises, in part, as those which are "... a public nuisance;" and

**WHEREAS**, the Unsafe Building Act, provides to municipalities, under Indiana Code 36-7-9-5 the statutory ability to take any reasonable action necessary against any unsafe buildings and unsafe premises by Ordinance and enforcement under the Unsafe Building Act;

**WHEREAS**, the Town Council of the Town of Merrillville, wishes to enable to the Town of Merrillville's Law Enforcement and Enforcement Authority to identify, address, remedy, cite and eliminate public nuisances located in the Town of Merrillville, under the Town's police powers and for the purposes of promoting public safety and welfare and building a stronger and safe Town for its residents; and

**WHEREAS**, The Town Council of the Town of Merrillville, has determined that property located in the Town of Merrillville, upon which illegal activity occurs, is a detriment to the public peace, health, welfare and safety and is thereby a public nuisance which shall be abated by Law Enforcement, the Law Department and the Town's Enforcement Authority; and

**WHEREAS**, it is the intention of the Town of Merrillville to create a lawful Ordinance and nothing in this Ordinance shall be construed to encourage or authorize discrimination by any person or entity against any person based upon race, creed, religion, gender, age, family status, disability or national origin. Rather it is the intent of this Ordinance to provide for safe and healthful housing for Merrillville residents and to hold persons and property owners accountable for acquiescing in, ignoring, tolerating, permitting or participating in the use of that property for criminal, illegal, unhealthy or unsafe conduct or activities, once receiving notice of such activity from the Town of Merrillville.

**NOW, WHEREFORE, BE IT ORDANED BY THE TOWN COUNCIL OF THE  
TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, AS FOLLOWS:**

**SECTION I:        DEFINITIONS.**

For the purpose of this ordinance, the following definitions shall apply in the interpretation and enforcement of this Ordinance:

- (a)    Enforcement Authority: the Authority shall be the Town of Merrillville Code Enforcement and Building Department assisted by the Town Attorney.
- (b)    Hearing Authority: the Hearing Authority shall be the Town of Merrillville Blighted and Abandoned Buildings Hearing Officer.
- (c)    Occupant of Property: any person occupying a dwelling unit, residence or portion thereof, or one using the property as a legal address for any purpose for more than sixty (60) days in one calendar year.
- (d)    Owner: any person with a property interest as defined by Indian Code 36-7-9-2, whether that person occupies the structure or residence elsewhere.
- (e)    Public Nuisance: conduct occurring in property which is injurious to public health or safety, illegal, criminal, unsafe or a violation of any Federal or State Law, Local Ordinance, Fire Code, or Health Code, or injurious to the peace and safety of adjoining occupied structures.



**SECTION II: CRIMINAL, ILLEGAL AND UNSAFE USE OF REAL ESTATE PROHIBITED/NOTICE TO OWNER OF ACTIVITY ON PROPERTY**

- (a) No owner of real estate located in the Town of Merrillville shall allow that real estate to be used for illegal activity, criminal conduct, any conduct contrary to Law or Ordinance or unsafe activities. Such a property constitutes a public nuisance.
- (b) Evidence of illegal activity on the property may include, but is not limited to, excessive police calls for service with or without arrests, issuance of a search warrant by any law enforcement agency in which the return of search warrant reveals any illegal substance or evidence of criminal enterprise or activity on property, evidence of illegal drug use or drug sales on the property, evidence of gang activity including photographs, graffiti or other depiction of gang symbols or colors displayed on property, substantiated complaints from neighbors about criminal activity, activity discovered following inspections performed by the Town of Merrillville Enforcement Authority, Town of Merrillville Fire Department, or Lake County Health Department.
- (c) Once the Town makes a determination that illegal activity occurring on the property, the owner of the property shall be notified of this activity by the Town of Merrillville. Once an owner is notified by the Town that such activity is occurring on the property, the owner shall take action to abate such nuisance and establish a plan for preventing further public nuisance upon the property.
- (d) Should the illegal activity continue following the notice by the Town, the Town of Merrillville, by its Enforcement Authority or Town Attorney is authorized to issue a Citation to the property owner to appear in the Town of Merrillville Ordinance Violations Bureau/Town Court. Should the Citation in the Town of Merrillville Ordinance Violations Bureau/Town Court fail to abate the public nuisance, the Town Attorney for the Town of Merrillville is authorized to proceed under Indian Law to abate or enjoin the nuisance through an action in the Lake Superior/Circuit Court, or under the requirements of the Unsafe Building Act before the Hearing Authority.

**SECTION III: EVICTION PROCEEDINGS AS A DEFENSE**

- (a) A property owner, who receives notice of illegal conduct or activity occurring on the property and who institutes, and prosecutes to conclusion, an eviction proceeding concerning that same property within thirty (30) days of receipt of Town's notice of criminal activities, and who provides the Town with a plan for preventing further nuisance at that property, shall be in compliance with the Ordinance.
- (b) The Town of Merrillville shall make available, to the extent permitted by law, its records, documents, photographs, inspectors and officers for use in eviction hearings to provide evidence and testimony as to illegal conduct occurring on the property at issue.
- (c) If the occupant of the real estate prevails on merits, not by reason of procedural irregularities, or failure to prosecute by the property owner, and demonstrates to the Court that illegal activity has not occurred on the property, the property owner is relieved of the requirement of eviction of that occupant at that time.

**SECTION IV: CRIMINAL CHARGES**

This Town of Merrillville Ordinance, and its enforcement, shall be adjunct to and not a substitution for criminal charges under State or Federal Law, filed as the result of any investigation by any branch of law enforcement against any property owner, or occupant of any property where illegal has occurred.

**SECTION V: RECORDS KEPT**

The Town Attorney for the Town of Merrillville shall maintain a list of the property owners and addresses which have received notices, citations, or legal action under this Ordinance. Such a list shall be available to the extent authorized by Indiana Access to Public Records Act.

**SECTION VI: PENALTY**

Violations of this Ordinance shall, upon conviction thereof, shall be fined up to the amount of two thousand five hundred dollars (\$2,500.00). Second and subsequent offenses of this Ordinance shall, upon conviction thereof, be fined up to amount of seven thousand five hundred dollars (\$7,500.00). Each day a violation of this Ordinance occurs constitutes a separate offense. The Town may simultaneously Cite owner in Town Court's Ordinance Violations Bureau/Town Court and seek legal relief under Indiana Law in Court or before Hearing Authority. The revenue derived from this Ordinance would be receipted to the Police Department General Fund and Fire Department General Fund.

**SECTION VII: SEVERABILITY**

If any section, subsection, paragraph, sentence, clause or word of this Ordinance shall be held by any Court or Judicial Body to be invalid, either on its face or as applied, the invalidity of such provision shall not affect the other sections, subsections, paragraphs, sentences, clauses or words of this Ordinance and the application thereof, and to that end the sections, subsections paragraphs, sentences, clauses and words of this Ordinance shall be deemed severable.

**SECTION VIII: EFFECTIVE DATE**

Be it Further Ordained, that this Ordinance shall be in full force and effect from and after its adoption by the Town Council.

**ALL OF WHICH IS RESOLVED THIS \_\_\_\_\_ DAY OF JULY, 2023, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.**

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

\_\_\_\_\_  
Rick Bella, Town Council President

\_\_\_\_\_  
Margaret A. Uzelac, Member

\_\_\_\_\_  
Richard Hardaway, Vice-President

\_\_\_\_\_  
Shawn Pettit, Member

\_\_\_\_\_  
Rhonda Neal, Member

\_\_\_\_\_  
Leonard White, Member

\_\_\_\_\_  
Jeff Minchuk, Member

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

ORDINANCE NO. 23-20

AN ORDINANCE OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,  
AUTHORIZING ADDITIONAL APPROPRIATIONS  
IN THE 2023 BUDGET

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

WHEREAS, the Town Council is aware that the Fund currently holds sufficient cash balance and is expected to receive additional miscellaneous revenue to support the requested additional appropriation.

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

	<u>AMOUNT REQUESTED</u>	<u>AMOUNT APPROVED BY FISCAL BODY</u>
<u>Fund 4402: CCD FUND</u>		
4402010363 CCD/Park Improvements	\$ 40,000.00	\$ 40,000.00
Total for CCD FUND	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>

This Ordinance shall be in full force and effect from and after its passage.

DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Rick Bella, Council President  
Ward 5

\_\_\_\_\_  
Marge Uzelac, Councilwoman  
Ward 4

\_\_\_\_\_  
Rhonda Neal, Councilwoman  
Ward 1

\_\_\_\_\_  
Shawn Pettit, Councilman  
Ward 6

\_\_\_\_\_  
Richard Hardaway, Vice President  
Ward 2

\_\_\_\_\_  
Leonard White, Councilman  
Ward 7

\_\_\_\_\_  
Jeff Minchuk, Councilman  
Ward 3

ATTEST: Kelly White-Gibson  
Clerk-Treasurer



# ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - ARP AUGUST 8, 2023 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)
/ /	1171	DLZ	ARP/CONTRACTUAL	438.75			SW PROF SERVICES 6-17-23 THRU
/ /	280	GOUGH, INC LLC	ARP/CONTRACTUAL	361629.79			SW PAY REQUEST 1 KAISER DITCH E
/ /	1339	PULSE TECHNOLOGY	ARP/SMALL BUSINESS	2863.00			FILE CABINETS
/ /	41	RDG PLANNING & DESIGN INC	ARP/CONTRACTUAL	10811.26			MASTER PLAN PROFFESIONAL
/ /	1821	ROBINSON ENGINEERING	ARP/CONTRACTUAL	11839.75			SW SOUTHMOORE SUBDIV DRNG
08/02/2023	345	RAY TRISTAIN	ARP/BLDG MAINT	600.00	600.00	61624	GREETERS 7/9/23-7/22/23
08/02/2023	1107	KENNETH WOODSIDE	ARP/BLDG MAINT	868.75	868.75	61625	7/9/23-7/22/23
08/02/2023	637	DENNIS J DOBROLECKI	ARP/BLDG MAINT	662.50	662.50	61626	GREETERS 7/9/23-7/23/23
08/02/2023	195	AMERICAN EXPRESS	ARP/OTHER EQUIPMENT	6279.33	6279.33	61627	PD GYM EQUIPMENT
08/02/2023	1175	AMAZON CAPITAL SERVICES	ARP/SMALL BUSINESS	48.87	48.87	61628	COMPUTER DESK
		Checks: 0- 61628		396042.00	8459.45		



TOWN OF MERRILLVILLE  
PLANNING DEPARTMENT  
7820 BROADWAY  
LARGE GATHERING PERMIT APPLICATION  
PERMIT #: SPE2023-00008

DATE: AUGUST 8, 2023

PREPARED BY: SHEILA SHINE

APPLICANT: FR. MIKOLAJ MARKIEWICZ S.D.S.

OWNER: SALVATORIAN FATHERS

REQUEST: APPROVAL FOR LARGE GATHERING PERMIT --  
POLONIA PILGRIMAGE

PURPOSE: RELIGIOUS GATHERING

LOCATION: 5755 PENNSYLVANIA ST.

DATE(S) OF LARGE GATHERING: AUGUST 13, 2023

TIME(S): 10:00 AM – 5:00 PM

COMMENTS: EVENT WILL BE HELD ON SUNDAY, AUGUST 13, 2023 FROM 10:00 AM TO 5:00 PM. CALLED THE POLONIA PILGRIMAGE, THE EVENT IS A RELIGIOUS WALK FROM CHICAGO, ILLINOIS TO MERRILLVILLE, INDIANA THAT WILL CONCLUDE WITH A MASS SERVICE AT SALVATORIAN FATHERS. A MAXIMUM OF APPROXIMATELY 4,000 PEOPLE WILL BE IN ATTENDANCE. NO TICKETS WILL BE SOLD FOR THIS EVENT. THERE WILL BE FIFTEEN (15) ACRES FOR ONSITE PARKING AT THE FACILITY, THEREFORE, NO PARKING WILL USED FROM SURROUNDING PROPERTY OWNERS. PORTABLE WATER FACILITIES WILL BE AVAILABLE IN THE HALL, CHURCH, AND PICNIC AREA. THERE WILL BE 45 MALE AND 45 FEMALE TOILET FACILITIES AVAILABLE. SERVICE SANITATION . IS RESPONSIBLE THEIR MAINTENANCE. THERE WILL BE THREE (3) DUMPSTERS AND 55 TRASH CANS AVAILABLE FOR USE. THEY WILL BE MAINTAINED BY HOMEWOOD DISPOSAL SERVICE, INC. THERE WILL BE NO CAMPING OR OVERNIGHT STAYS. THERE WILL BE NO ENTERTAINMENT PROVIDED AT THE ASSEMBLY. SECURITY WILL BE PROVIDED BY OFF DUTY MERRILLVILLE POLICE OFFICERS.

Typed Dec 2002

# TOWN OF MERRILLVILLE LARGE GATHERING ORDINANCE APPLICATION FORM

Receipt  
# 97320

Name of Festival or Activity: **POLONIA PILGRIMAGE**

Address of Festival or Activity: 5755 Pennsylvania St. Merrillville, IN 46410

(if common address unavailable attach legal description)

Contact Person for Activity: Fr. Mikolaj (Nick) Markiewicz S.D.S.

Address: 5755 Pennsylvania St. Merrillville, IN 46410

Phone: (219) 884-0714

Notarized application and signatures by the following:

- A) By the individual in the case of an individual
- B) By all officers in the case of a corporation
- C) By all partners in the case of a partnership
- D) By all officers of an unincorporated association, society or group
- E) By all members of an association, society or group, if there are no officers

Record Owners(s) of the Property:

Record Owners(s) of the Property.			
	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
1.			
2.	Salvatorian Fathers, Merrillville, IN 46410		219-884-0714
3.	Fr. Mikolaj (Nick) Markiewicz S.D.S.		708 701 3880
4.			
5.			

I, (We) do hereby permit the notarized signed applicant(s) to use our property for their expressed purposes herein.

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

TOWN OF MERILLVILLE

TOWN OF MERIILLVILLE  
The information contained in the attached exhibits, to my (our) knowledge and belief, are true and correct.

The owner hereby agrees to abide by and comply with the conditions of the Large Gathering Ordinance of Merrillville, Indiana and furthermore, understands that any variation from the provisions of the above mentioned ordinance or from the conditions as stated herein shall constitute cause for the revocation of this permit.

Signature(s) of Owner(s) and Applicant(s):

Signature(s) of Owner(s): \_\_\_\_\_ (Owner/Applicant)

(Owner/Applicant) \_\_\_\_\_ (Owner/Applicant)

(Owner/Applicant) \_\_\_\_\_ (Owner/Applicant)

Subscribed and sworn to before me this 21 day of JUNE, 2023

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: June 29, 2028

Seal:

MELISSA MARIE DICAPUA  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number NP0727675  
My Commission Expires Jun 29, 2028

**ASSEMBLY SPECIFICATIONS**

The ordinance provides for numerous items to be included as public health, safety, and morals protection. Ideally a site plan large enough to be easily read can show most of the items required. **Please be specific on travel lanes for emergency personnel.**

1. What is the nature or purpose of your assembly? **RELIGIOUS**
2. How many days and what hours is the assembly to operate? (Include dates) **1 DAY, 5 hours**  
**AUGUST 13th, FROM 10AM TO 5 PM**
3. What will be the maximum number of people permitted to assemble per day? (if overnight, attach additional descriptions of assembly) **Four thousand**
4. How many tickets are to be sold?
5. How will your organization limit the maximum number of people at your assembly?
6. How many potable water facilities will be used? (i.e. drinking fountains, water spigots)  
Portable water locations: **HALL, CHURCH & PICNIC AREA**
7. How many toilet facilities are available for male/female? (Indoor also, if to be used)  
**MALE 45 FEMALE 45**
8. Who will be responsible for maintaining the toilet facilities?  
Company Name **Service Sanitation**  
Address **135 Blaine St, Gary, IN 46406**
9. What means of disposal do they use?
10. How many dumpsters for solid waste material and trash containers does your event require?  
Describe your solid waste disposal plans and list your waste hauler.  
Number of Dumpsters: **3** Number of Trash Containers: **55**  
Waste Hauler: **HOMEWOOD DISPOSAL SERVICE, INC.**  
Address: **P.O. Box 1275 • Tinley Park, IL 60477**
11. Do you have telephone service available to the public? **YES, Hall, Church**
12. Do you have on-site parking facilities? **YES**  
Approximately how many spaces? \_\_\_\_\_
13. Does all parking have paved access from a public street(s)? **YES**
14. Do you plan to use other parking from surrounding property owners?  
Yes \_\_\_\_\_ No ☒

If **YES**, list the names and addresses of those areas/facilities you will be using on a separate piece of paper. **A signed letter from the owner of these facilities is required to be attached to that list and both lists and letters are to be attached to this application.**

15. Will camping and overnight stays be part of your assembly? YES \_\_\_\_\_ NO ☒  
If YES, describe all aspects of facility locations.
16. Will entertainment be supplied with the assembly? YES \_\_\_\_\_ NO ☒  
If YES, what type? (i.e. bands, disc jockey, records, performers, etc.)  
**List the names and addresses of those individuals or groups involved in the entertainment, and the dates/nights of live entertainment.**

**NOTE:** Sound control and amplification locations shall be noted on the site plan. Power of amplifiers and speakers shall also be located on the site plan. Supply above items to the best of your ability. Please be aware that nuisance violations for sound will be used if assembly is too loud for surrounding property owners.

17. Will animals be part of the assembly? NO. If so, what plans are being provided for containment of the animals, disposal of animal waste and any odors arising from the animals?
18. List locations of all interior fire protection devices, i.e. alarms, extinguishers. Example: The front doors have pull station fire alarm devices with alarms located at all interior halls and exits. Fire extinguishers are located as follows:
  1. Type ABC at all south exits, twenty feet (20') to doorways.
  2. Type ABC in kitchen next to entrance/exit doors.
19. A list is to be attached with the names and addresses of food concessions. Lake County Health Department License or permit number shall also be included in the list.

**YOUR SITE PLAN SHALL SHOW THE FOLLOWING:**

1. Potable Water Locations.
2. Public Sewer Locations.
3. Toilet Facilities for Male & Female.
4. Dumpsters and Trash Containers.
5. Illumination. Please indicate on the site plan all locations of illumination by Light Poles (LP) And by Building Lamps (BL).
6. Telephone Service -- (Phone Booth -- PB).
7. Parking, Interior Roads, Access to Public Streets.
8. Concession Areas.
9. **PUBLIC SAFETY:**
  - A. All access points available to public and all access points available only to emergency personnel.
  - B. Gated and/or guarded points of travel for traffic and people.
  - C. Locations of all fire protection devices (i.e. extinguishers) that will be located outside.

**APPLICATION SUBMITTALS:**

**APPLICATION/PERMIT COST: \$100.00 NON-REFUNDABLE**

Submit this application to the Planning and Building Department of the Town of Merrillville at least sixty (60) days prior to your event. Within thirty-five (35) days you will be notified of the status of this application and permit. The Town Council approves all Large Gathering Permits.

A bond in the amount of five dollars (\$5.00) per person per day for the maximum number of persons to assemble with a minimum of two thousand dollars (\$2,000). The bond shall indemnify and hold harmless the Town of any of its agencies, officers, or employees from any liability or cause of action that might arise by reason of granting the license and any cost incurred in cleaning up any waste material produced or left by the assembly. Also, guarantees the payment of any taxes that may accrue, guarantees reimbursement of ticket holders if event is cancelled, guarantees repayment to Town for actual expenses of repair or replacement of property owned by Town and to reimburse the Town for any security or cost incurred by the Town by virtue of the assembly for additional police for the necessity to provide ambulance services, fire services, etc. by virtue of the assembly.

Liability Insurance Certificates are permissible provided the amount meet or exceed the bond amount schedule above.

Questions concerning this application or the Large Gathering Ordinance of the Town of Merrillville can be addressed by the Planning and Building Department. Phone (219) 769-3631 or 769-4670. Questions concerning gambling as provided in the Indiana State Law can be addressed by the Merrillville Police Department. (219) 769-3722.



property owned by Town and to reimburse the Town for any security or cost incurred by the Town by virtue of the assembly for additional police for the necessity to provide ambulance services, fire services, etc. by virtue of the assembly.

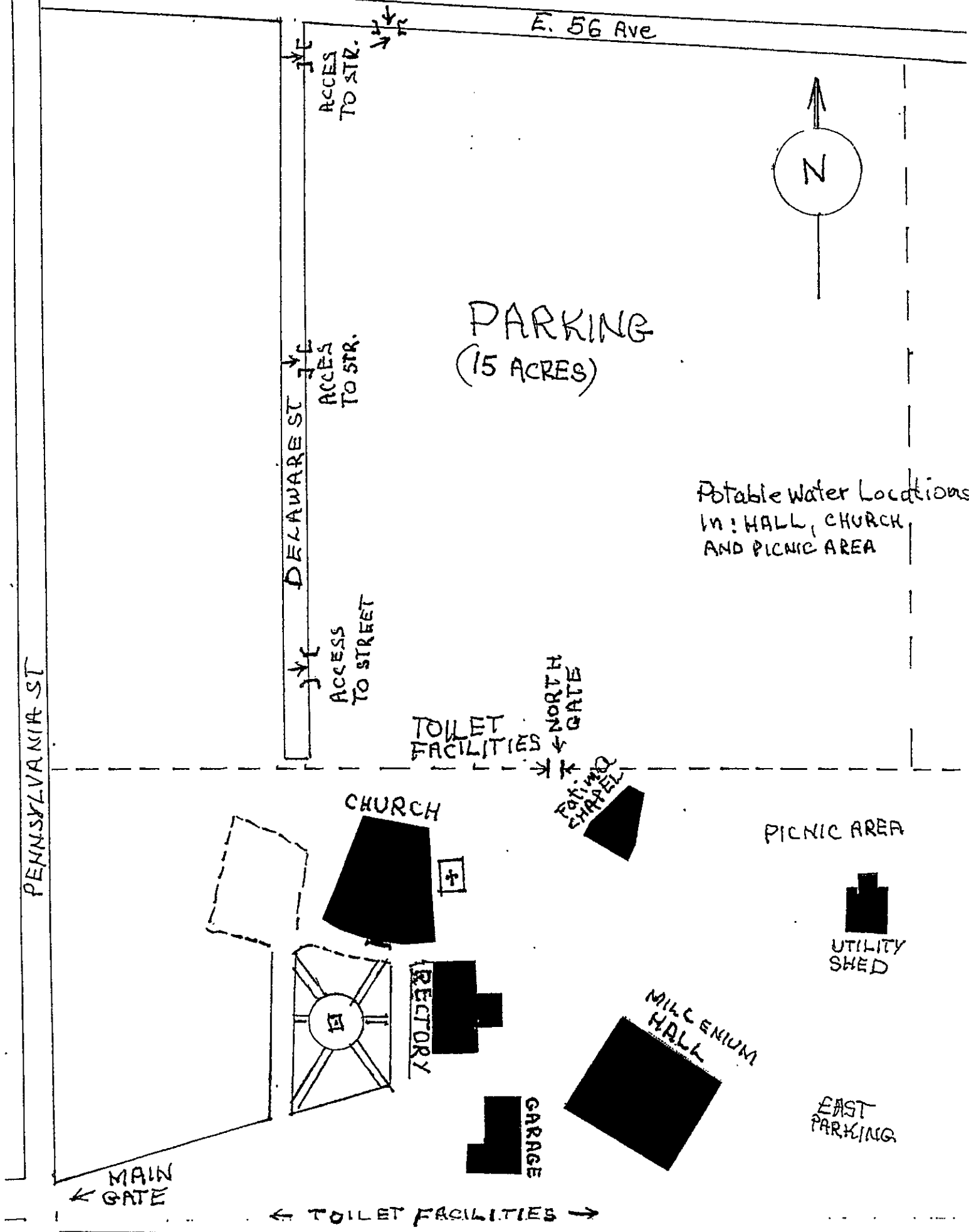
Liability Insurance Certificates are permissible provided the amount meet or exceed the bond amount scheduled above.

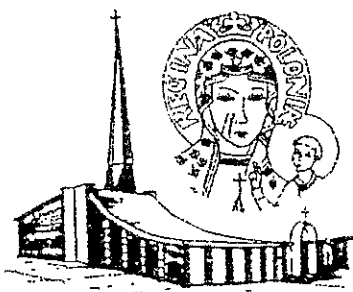
Question concerning this application or the Large Gathering Ordinance of the Town of Merrillville can be addressed by the Planning and Building Department. Phone (219) 769363 or 769-4670. Questions concerning gambling as provided in the Indiana State law can be addressed by the Merrillville Police Department (219) 769-3722.

# SITE PLAN

St. PIERRE  
CEMETERY

SALVATORIAN FATHERS  
5755 PENNSYLVANIA STREET  
MERRILLVILLE, INDIANA 46411





# THE SALVATORIAN FATHERS

## OUR LADY OF CZĘSTOCHOWA SHRINE

SALVATORIAN FATHERS  
5755 PENNSYLVANIA ST.  
MERRILLVILLE, INDIANA 46410  
PHONE: 1-219-884-0714  
EMAIL: ORDER@SALVATORIANFATHERS.US

---

June 6<sup>th</sup>, 2023

Salvatorian Fathers  
Our Lady of Czestochowa Shrine  
Fr. Mikolaj (Nick) Markiewicz, SDS  
5755 Pennsylvania St  
Merrillville, IN 46410

### To Whom It May Concern:

The Salvatorian Fathers Pilgrimage agrees to the following regulations:

1. Security officers per the Town of Merrillville,
2. Directions and "No Parking Signs" in Polish Language and posted in the 5600-5800 block of Massachusetts, Pennsylvania and Connecticut Streets,
3. Portable toilets located at the site before the march is complete.

Sincerely

Fr. Mikolaj Markiewicz, SDS

PERMISSION FOR PARADE OR WALK  
TOWN OF MERRILLVILLE  
LOCAL ORGANIZATION

ORDINANCE NO. 74-2 \_\_\_\_\_ MERRILLVILLE, INDIANA

SALVATORIAN FATHERS

Organization \_\_\_\_\_

Name of Person Representing Organization Fr. Mikolaj (Nick) Markiewicz \_\_\_\_\_

5755 PENNSYLVANIA ST

Home Address \_\_\_\_\_

1-219-884-0714

Telephone \_\_\_\_\_

MARIAN PILGRIMAGE

Purpose \_\_\_\_\_

Parade or Walk Route \_\_\_\_\_

August 13, 2023

Date of Parade or Walk \_\_\_\_\_

Applicants Signature Fr. Mikolaj Markiewicz

\_\_\_\_\_  
Chief of Police – Town of Merrillville



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Artex Risk Solutions, Inc. (CB) 2850 Golf Road, 5th Floor Rolling Meadows IL 60008-4050	CONTACT NAME: Christian Brothers Services	
	PHONE (A/C, No. Ext): 800-807-0300	FAX (A/C, No): 630-378-2508
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Old Republic Union Insurance Company		31143
INSURED Brothers of the Christian Schools & Affiliates Loc #1013057 SALVATORIAN FATHERS 1205 Windham Parkway Romeoville IL 60446-1679	CHRIBRO-14	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1227313102

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY	N	N	822300 1325596	6/15/2023	6/15/2024	EACH OCCURRENCE	\$ 10,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
								MED EXP (Any one person)	\$ 15,000
								PERSONAL & ADV INJURY	\$ Included
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ No Agg.
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ Included
		OTHER:							\$
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
		<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB						EACH OCCURRENCE	\$
		EXCESS LIAB						AGGREGATE	\$
		DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER	
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage with respects to the Walking Pilgrimage Event scheduled on August 12 and 13, 2023 and Bike Pilgrimage on September 9, 2023 per times agreed upon.

CERTIFICATE HOLDER	CANCELLATION
Town of Merrillville Planning and Building Department 7820 Broadway Merrellville IN 46419	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

TOWN OF MERRILLVILLE  
PLANNING DEPARTMENT  
7820 BROADWAY  
LARGE GATHERING PERMIT APPLICATION  
PERMIT #: SPE2023-00011

DATE: AUGUST 8, 2023

PREPARED BY: SHEILA SHINE

APPLICANT: AMY MCDUNN

OWNER: FOOD BANK OF NORTHWEST INDIANA

REQUEST: APPROVAL FOR LARGE GATHERING PERMIT – RIDE  
THE REGION

PURPOSE: ORGANIZATIONAL FUNDRAISER

LOCATION: 6490 BROADWAY

DATE(S) OF LARGE GATHERING: AUGUST 12, 2023

TIME(S): 12:00 – 2:00 PM

COMMENTS: EVENT WILL BE HELD ON SATURDAY, AUGUST 12, 2023 FROM 12:00 PM TO 2:00 PM. THIS EVENT IS A FUNDRAISER THAT RAISE FUNDS TO SUPPORT HUNGER RELIEF EFFORTS. A MAXIMUM OF APPROXIMATELY 170 PEOPLE WILL BE IN ATTENDANCE WHICH WILL BE CONTROLLED THROUGH TICKET SALES. ATTENDEES WILL WEAR WRISTBANDS THAT ARE IDENTIFIABLE TO ON-SITE SECURITY. THERE WILL BE ONE HUNDRED EIGHTY (180) PARKING SPACES FOR ONSITE PARKING AT THE FACILITY, THEREFORE, NO PARKING WILL USED FROM SURROUNDING PROPERTY OWNERS. PORTABLE WATER FACILITIES WILL BE AVAILABLE IN THE FACILITY. THERE WILL BE SIX (6) MALE AND SIX (6) FEMALE INDOOR TOILET FACILITIES AVAILABLE. FOOD BANK STAFF IS RESPONSIBLE THEIR MAINTENANCE. THERE WILL BE ONE (1) DUMPSTER AND FIVE (5) TRASH CANS AVAILABLE FOR USE. THEY WILL BE MAINTAINED BY TOTAL DISPOSAL, INC. THERE WILL BE NO CAMPING OR OVERNIGHT STAYS. ENTERTAINMENT PROVIDED BY DJ BRIAN CATALYST PRODUCTIONS. ALCOHOL WILL BE SERVED AT THE EVENT AND THE OWNER HAS PROVIDED A COPY THE LIQUOR LICENSE. THE SITE HAS BEEN INSPECTED BY THE FIRE INSPECTOR. SECURITY WILL BE PROVIDED BY AN OFF-DUTY MERRILLVILLE POLICE OFFICER.

**TOWN OF MERRILLVILLE  
LARGE GATHERING ORDINANCE  
APPLICATION FORM**

Receipt # 97508

Name of Festival or Activity:

Ride The Region - Fundraising Event for the Food Bank of Northwest Indiana

Address of Festival or Activity:

Food Bank of NWI Parking Lot (6490, Broadway, Merrillville, IN 46410)  
(if common address unavailable attach legal description)Contact Person for Activity: Amy McDunn, Events & Outreach ManagerAddress: 6490, Broadway, Merrillville, IN, 46410Phone: (219) 980-1777 x313 / 219-669-1380 (cell)

Notarized application and signatures by the following:

- A) By the individual in the case of an individual
- B) By all officers in the case of a corporation
- C) By all partners in the case of a partnership
- D) By all officers of an unincorporated association, society or group
- E) By all members of an association, society or group, if there are no officers

Record Owners(s) of the Property:

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
1.	<u>Food Bank of Northwest Indiana</u>	<u>6490 Broadway, Merrillville, IN, 46410</u>	<u>219-980-1777</u>
2.			
3.			
4.			
5.			

I, (We) do hereby permit the notarized signed applicant(s) to use our property for their expressed purposes herein.

STATE OF INDIANA )

) SS

COUNTY OF LAKE )

TOWN OF MERRILLVILLE

The information contained in the attached exhibits, to my (our) knowledge and belief, are true and correct.

The owner hereby agrees to abide by and comply with the conditions of the Large Gathering Ordinance of Merrillville, Indiana and furthermore, understands that any variation from the provisions of the above mentioned ordinance or from the conditions as stated herein shall constitute cause for the revocation of this permit.

Signature(s) of Owner(s) and Applicant(s):

Amy McDunn, Events & Outreach Manager (Applicant) Amy McDunn  
(Owner/Applicant) (Owner/Applicant)

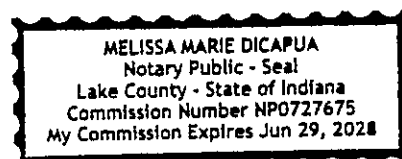
(Owner/Applicant) (Owner/Applicant)

(Owner/Applicant) (Owner/Applicant)

Subscribed and sworn to before me this 30<sup>th</sup> day of JUNE, 2023

Melissa Marie DiCapua  
Notary Public  
My Commission Expires: JUNE 29, 2028

Seal:



**ASSEMBLY SPECIFICATIONS**

The ordinance provides for numerous items to be included as public health, safety, and morals protection. Ideally a site plan large enough to be easily read can show most of the items required. Please be specific on travel lanes for emergency personnel.

1. What is the nature or purpose of your assembly?  
To raise funds and awareness toward the fight against hunger
2. How many days and what hours is the assembly to operate? (Include dates)  
12p-2p on Saturday August 12th
3. What will be the maximum number of people permitted to assemble per day? (If overnight, attach additional descriptions of assembly) 170
4. How many tickets are to be sold? 100-150 Tickets
5. How will your organization limit the maximum number of people at your assembly?  
Limited number of wristbands sold and security officers present at the event
6. How many potable water facilities will be used? (i.e. drinking fountains, water spigots)  
1 drinking water fountain, 6 total bathroom sinks
7. How many toilet facilities are available for male/female? (Indoor also, if to be used)  
MALE 6 FEMALE 6
8. Who will be responsible for maintaining the toilet facilities?  
Company Name Food Bank of Northwest Indiana  
Address 6490 Broadway, Merrillville, IN, 46410
9. What means of disposal do they use?  
Sewage system (indoor toilets)
10. How many dumpsters for solid waste material and trash containers does your event require? Describe your solid waste disposal plans and list your waste hauler.  
Number of Dumpsters: 1 Number of Trash Containers: 5  
Waste Hauler: Total Disposal, Inc  
Address: 100 Blaine St, Gary IN 46406
11. Do you have telephone service available to the public? yes
12. Do you have on-site parking facilities? yes  
Approximately how many spaces? 180
13. Does all parking have paved access from a public street(s)? yes, Broadway
14. Do you plan to use other parking from surrounding property owners?  
Yes No X

If YES, list the names and addresses of those areas/facilities you will be using on a separate piece of paper. A signed letter from the owner of these facilities is required to be attached to that list and both lists and letters are to be attached to this application.

15. Will camping and overnight stays be part of your assembly? YES NO X  
If YES, describe all aspects of facility locations.
16. Will entertainment be supplied with the assembly? YES X NO  
If YES, what type? (i.e. bands, disc jockey, records, performers, etc.)  
List the names and addresses of those individuals or groups involved in the entertainment, and the dates/nights of live entertainment.

Brian Cummings, DJ, 8036 Jefferson Ave, Munster, IN 46321  
12p-2p, Saturday August 12th



**NOTE:**

**Sound control and amplification locations shall be noted on the site plan.**  
**Power of amplifiers and speakers shall also be located on the site plan.**  
**Supply above items to the best of your ability. Please be aware that**  
**nuisance violations for sound will be used if assembly is too loud for**  
**surrounding property owners.**

17. Will animals be part of the assembly? NO. If so, what plans are being provided for containment of the animals, disposal of animal waste and any odor arising from the animals?
18. List locations of all interior fire protection devices, i.e. alarms, extinguishers. Example: The front door have pull station fire alarm devices with alarms located at all interior halls and exists. Fire extinguishers are located as follows:
  1. Type ABC at all south exits, twenty feet (20') to doorways.
  2. Type ABC in kitchen next to entrance/exit doors.
19. A list is to be attached with the names and addresses of food concessions. Lake County Health Department License or permit number shall also be included in the list.
20. Will alcohol be served during event? Yes X No        If yes, a copy of liquor license/ permit is required to be included with submittal.

**YOUR SITE PLAN SHALL SHOW THE FOLLOWING:**

1. Portable Water Locations.
2. Public Sewer Locations.
3. Toilet Facilities for Male & Female.
4. Dumpster and Trash Containers.
5. Illumination. Please indicate on the site plan all locations of illumination by Light poles (LP) and by Building Lamps (BL).
6. Telephone Service -- (Phone Booth--PB).
7. Parking, Interior Roads, Access to Public Streets
8. Concession Areas.
9. **PUBLIC SAFETY**
  - A. **All access points available to public and all access points available only to emergency personnel.**
  - B. **Gated and/or guarded points of travel for traffic and people.**
  - C. **Locations of all fire protection devices ( i.e. extinguishers) that will be located outside.**

**APPLICATION SUBMITTALS:**

**APPLICATION/PERMIT COST: \$100.00 NON-REFUNDABLE**

Submit this application to the Planning and Building Department of the Town of Merrillville at least sixty (60) days prior to your event. Within thirty-five (35) days you will be notified of the status of this application and permit. The Town Council approves all Large Gathering Permits.

A bond in the amount of five dollars (\$5.00) per person per day for the maximum number of persons to assemble with a minimum of two thousand dollars (\$2000) is required. The bond shall indemnify and hold harmless the Town of any of its agencies, officers, or employees from any liability or cause of action that might arise by reason of granting the license and any cost occurred in cleaning up any waste material produced or left by assembly. Also, guarantees the payment of any taxes that may accrue, guarantees reimbursement of ticket holders if event is cancelled, guarantees repayment to Town for actual expenses of repair or replacement of

property owned by Town and to reimburse the Town for any security or cost incurred by the Town by virtue of the assembly for additional police for the necessity to provide ambulance services, fire services, etc. by virtue of the assembly.

Liability Insurance Certificates are permissible provided the amount meet or exceed the bond amount scheduled above.

Question concerning this application or the Large Gathering Ordinance of the Town of Merrillville can be addressed by the Planning and Building Department. Phone (219) 769363 or 769-4670. Questions concerning gambling as provided in the Indiana State law can be addressed by the Merrillville Police Department (219) 769-3722.



980 W. Bethel Rd · Coppel, TX 75019

PHONE (800) 295-5510 · WEB [uline.com](http://uline.com) · FAX (800) 295-5571

July 9, 2021

Food Bank Of Nw Indiana  
6490 Broadway  
Merrillville, IN 46410

Hello Amy Mcdunn,

Order: 36495491

This is the Certificate of Compliance for your order placed on April 29, 2020.

Uline Model with Description: H-7265W - Aluminum Frame Canopy - 10 x 20', White  
Quantity: 2  
Item Notes:

• Polyester Covers are flame, UV, and water resistant

• Meets CPAI-84 FR6 Requirements

• Meets NFPA-701 Requirements

Please contact our Customer Service Department at 1-800-295-5510 if you have any additional questions.

Sincerely,  
Karen J.  
Customer Service  
Texas

CHICAGO · ATLANTA · DALLAS · LOS ANGELES · MINNEAPOLIS · NYC/PHILA · RENO  
· SEATTLE · MEXICO · CANADA

Ride The Region  
8.12.2023

Amusement & Entertainment Permit Pending

AE110659	Amy McDunn	Food Bank of Northwest	Amusement & Entertainment
Status: Pending	6490 Broadway	Indiana	Status: Pending
Remove from account	Merrillville, Indiana 46410	6490 Broadway	07/12/2023 to 07/10/2024
	(219) 980-1777	Merrillville, Indiana 46410	
	amcdunn@foodbanknwi.org	Lake County	

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Indiana Department of Homeland Security  
302 W. Washington Street, Room E208  
Indianapolis, IN 46204  
Phone: 317-232-2222

Receipt Number
351749

Visit us at: <http://www.in.gov/dhs>

Transaction #	Item(s) Purchased	Fee
548352	100 - 499 Fee: 100 - 499 Permit: AE110659 (Application: 260643)	\$134.00
548353	Technology Fee	\$9.38

MR. STAY

**TOTAL AMOUNT DUE: \$143.38**

Payment Date
06/15/2023

Method of Payment	Check/CC#	Collected Amount	Convenience Fee(s)	Amount Collected With Fee(s)
Credit Card	8716	\$143.38	\$3.22	\$146.60

**TOTAL AMOUNT COLLECTED \$146.60**

All license and permit requests are completed at the time of payment.  
No refunds will be granted.

check #17834



BEER / WINE AUTHORITY / TYPE 118

State Form 35494 (R10 / 3-20)

RECEIVED

JUN 23 2023

INSTRUCTIONS:

1. Applicant must complete all requested information.
2. Please type or print clearly.
3. Submit application and payment to the local excise district office.
4. All events are \$50.00 per day (805 IAC 1-11.1-1). Business checks and money orders made payable to the Indiana Alcohol and Tobacco Commission are accepted.
5. Serving past midnight, no later than 3 AM, is one (1) day.
6. No rain checks on any of the listed events.

Visit <https://www.in.gov/etc/asp/2379.htm> for additional information about the districts.

Deliver or mail completed application and payment to:

DISTRICT 1  
62422 County Road 17  
Bristol, IN 48507  
Telephone: (574) 284-9480

DISTRICT 4  
651 S. Commerce Drive  
Seymour, IN 47274  
Telephone: (812) 523-8314

DISTRICT 2  
1353 South Governors Drive  
Columbs City, IN 48725  
Telephone: (260) 244-4285

DISTRICT 5  
3850 South US Hwy 41  
Vincennes, IN 47601  
Telephone: (812) 882-1282

DISTRICT 3  
41 West 300 North  
Crawfordsville, IN 47933  
Telephone: (765) 382-8815

DISTRICT 6  
6400 East 30th Street  
Indianapolis, IN 46219  
Telephone: (317) 541-4100

STEP 1: GENERAL INFORMATION

Name of applicant applying for permit (organization, club, corporation, individual)		TM Permit number (issued by ATC)
Food Bank of Northwest Indiana		7mo102041
Address of applicant (number and street, city, state, and ZIP code)		E-mail address
6480 Broadway, Merrillville, IN, 46410		amcdunn@foodbanknwi.org
Name of person making application	Fax number	Emergency contact telephone number
Amy McDunn	( 219 ) 525-4043	( 219 ) 980-1777x313
Printed name of contact person of event		Emergency contact telephone number
Amy McDunn		( 219 ) 669-1350

STEP 2: EVENT INFORMATION

Beginning day	Beginning date (month, day, year)	Ending day	Ending date (month, day, year)
Saturday	August, 12, 2023	Saturday	August, 12, 2023
Time of event		End time	
Start time 12 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		2 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Type or description of event			
Ride The Region - Cook Out Fundraising Event			
Exact address of event (number and street, city, state, and ZIP code)			
Food Bank of Northwest Indiana (6480 Broadway, Merrillville, IN 46410)			

STEP 3: FLOOR PLAN (See Step 4, Number 2.)

21+ Over Event

FOODBAN-02  
KGIRTEN  
DATE (MM/DD/YYYY)  
6/13/2023  
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER General Insurance Services, Inc. 421 Franklin Street Michigan City, IN 46360	CONTACT NAME: Kilea Girten PHONE (A/C, No, Ext): E-MAIL ADDRESS: kgirten@genins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Co of America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 12572
INSURED  Food Bank of Northwest Indiana, Inc. 6490 Broadway Merrillville, IN 46410	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2416307	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 2416307	12/20/2022	12/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 2416307	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Ride the Region event on August 12th, 2023

## CERTIFICATE HOLDER

## CANCELLATION

Town of Merrillville  
7820 Broadway  
Merrillville, IN 46410

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## Amy McDunn

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**From:** Matthew Paunicka <mpaunicka@merrillville.in.gov>  
**Sent:** Friday, June 30, 2023 11:52 AM  
**To:** Amy McDunn  
**Subject:** Re: Off-Duty Law Officer Contact - August 12th - Food Bank of Northwest Indiana - Large Gathering Permit Request

I apologize for the confusion. Officer K. Osborne will be your officer.

Cmdr. M. Paunicka  
MEPD Operations  
C-(219) 671-5395

On Jun 30, 2023, at 10:46, Amy McDunn <amcdunn@foodbanknwi.org> wrote:

Hi Commander Matthew Paunicka,

I hope you are well! I am reaching out as I am filling out a large gathering permit with the Town of Merrillville for the Food Bank's event on **Saturday, August 12<sup>th</sup> from 12p-2p**. While I had the **Beer & Wine Permit application signed by the chief, as well approved by District 1**, the Town of Merrillville is requesting to a letter that includes the name of the officer that will be working the event.

Since my Beer & Wine Permit was signed by the chief, I thought there was an officer approved to work it, but I don't have a letter including the name of the officer, so I am unsure specifically who the officer is. I apologize to be reaching out with this the day before a holiday weekend, but if you can, would you happen to know what officer was going to work the event?

Thank you!

Amy McDunn  
Events & Outreach Manager  
Food Bank of Northwest Indiana  
6490 Broadway, Merrillville, IN 46410  
E: [amcdunn@foodbanknwi.org](mailto:amcdunn@foodbanknwi.org)  
P: 219-980-1777 x313  
[www.foodbanknwi.org](http://www.foodbanknwi.org)

<image001.png>

Join us for the **Hunger Hike**, on **Saturday, September 23<sup>rd</sup> from 9am-12pm** at the **Lake County Fairgrounds**. Create a team with coworkers, family, or friends and walk, run, or bike to raise awareness and funds to support the fight against hunger.

<image002.png>



980 W. Bethel Rd · Coppel, TX 75019

PHONE (800) 295-5510 · WEB [uline.com](http://uline.com) · FAX (800) 295-5571

July 9, 2021

Food Bank Of Nw Indiana  
6490 Broadway  
Merrillville, IN 46410

Hello Amy Mcdunn,

Order: 36036219

This is the Certificate of Compliance for your order placed on 04/15/20.

Uline Model with Description: H-2675G - Aluminum Frame Canopy - 10 x 10', Green  
Quantity: 3  
Item Notes:

• Polyester Covers are flame, UV, and water resistant.

• Meets CPAI 84 FR6 Requirements

• Meets NFPA 701 Requirements

Please contact our Customer Service Department at 1-800-295-5510 if you have any additional questions.

Sincerely,  
Karen J.  
Customer Service  
Texas

CHICAGO · ATLANTA · DALLAS · LOS ANGELES · MINNEAPOLIS · NYC/PHILA · RENO  
· SEATTLE · MEXICO · CANADA

PENDING: Charity Gaming Divison

RE: Exempt Activity Form - Food Bank of Northwest Indiana



IGC Charity Gaming <CharityGaming@igc.IN.gov>  
To: Amy McDunn

Reply

Reply All

Forward

Fri 6/30/2023 11:25 AM

Start your reply all with: 

Thank you for your confirmation.

Great, thank you so much!

Thank you!

 Feedback

Good Afternoon,

We have received your request and will place it in line for processing.

Thank You,

**Sarah Nevins** ~ Program Coordinator IV-Lead | Ph 317-232-4646 | Fax 317-232-0117  
Charity Gaming Division | Indiana Gaming Commission | 101 W. Washington Street East Tower, Suite 1600 | Indianapolis, IN | 46204

The Charity Gaming Division welcomes the public back to our offices. In order to better serve you, please request an appointment by phone, 317-232-4646, or email, [charitygaming@igc.in.gov](mailto:charitygaming@igc.in.gov).

Sign up for alerts and be sure to check our website for the most current charity gaming information.



# CG-EN, EXEMPT ACTIVITY NOTIFICATION

State Form 51413 (R7 / 10-22)  
INDIANA GAMING COMMISSION

For office use only

Reviewed by: \_\_\_\_\_

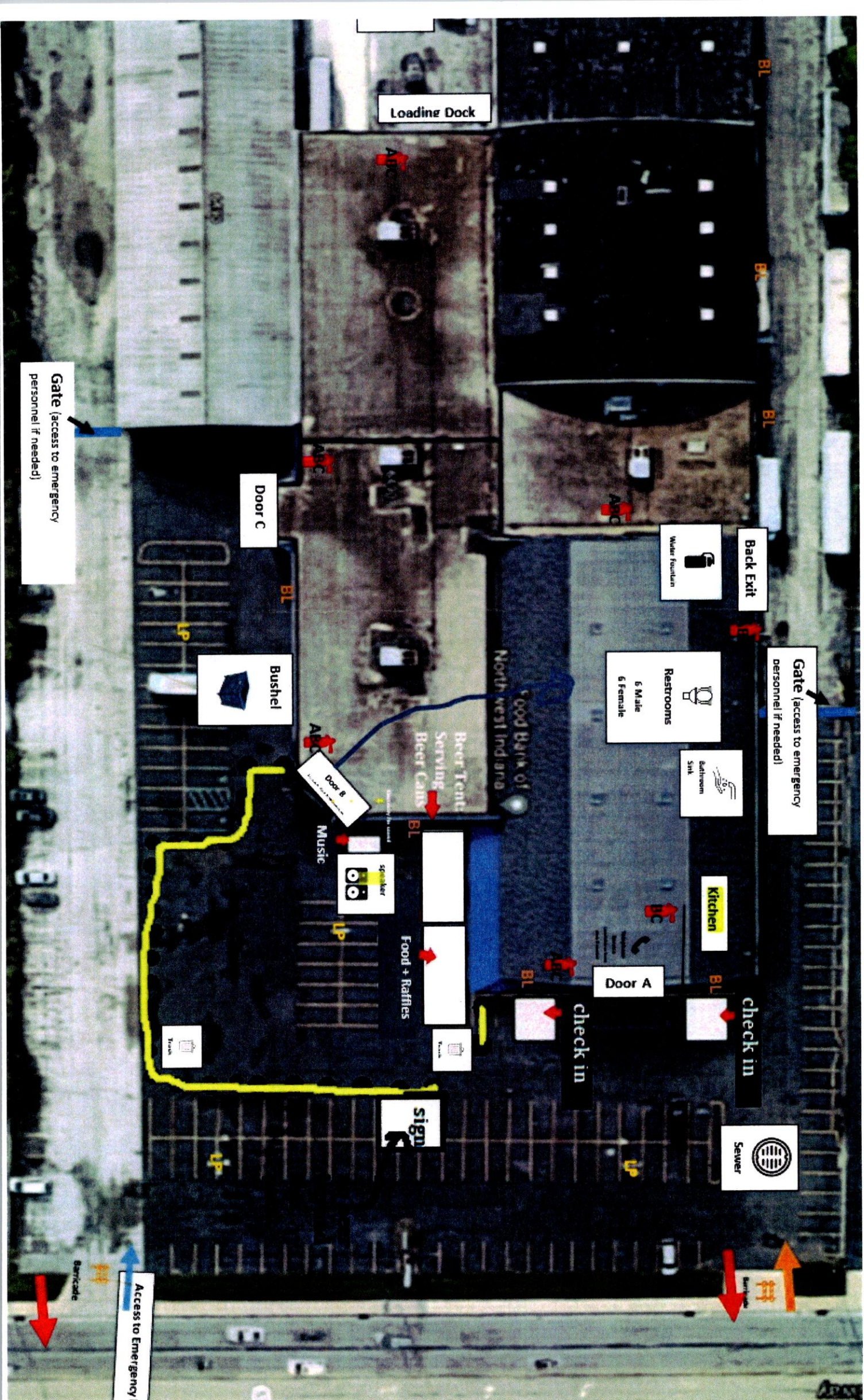
Date reviewed: \_\_\_\_\_

Date completed: \_\_\_\_\_

Please allow 14 business days for processing. Incomplete forms will not be processed. Organizations must be in good standing with the IRS and the Indiana Department of Revenue.

1. Organization legal name Food Bank of Northwest Indiana, INC		2. Doing Business As (DBA) Food Bank of Northwest Indiana		
3. Federal Identification Number (FID/EIN) 35-1528285		4. Charity Gaming (CG) license number 14212		
5. Address of principal office (number & street required) 6490 Broadway		6. City Merrillville	7. State IN	8. ZIP Code 46410
10. Mailing address (if different)		11. City	12. State	13. ZIP Code
15. Organization daytime telephone number ( 219 ) 980-1777		16. Fax number ( 219 ) 980-1720		17. Organization email address info@foodbanknwi.org
18. Contact person's name Amy McDunn, Events & Outreach Manager		19. Contact person's telephone number ( 219 ) 980-1777		20. Contact person's email address amcdunn@foodbanknwi.org
21. Has your organization completed the qualification process with our division? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		22. 501(c) status: YES		23. Attach a copy of your 501(c) status letter to verify the status listed in box 22.
24. Select the type of Exempt Activity <input type="checkbox"/> Bingo <input type="checkbox"/> Casino Game Night <input type="checkbox"/> Water Race <input type="checkbox"/> Guessing Game <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> PPT OR <input type="checkbox"/> Festival				
25. On what date and during what hours will your activity be conducted? (If multiple dates and facility locations attach additional sheet)				
25 (a). Date (mm/dd/yyyy) 08/12/2023		25 (b). Hours (hh:mm) 12 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM -to- 2 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		
26. Name and address of the facility where the gaming activities will be conducted (number and street) Food Bank of Northwest Indiana (6490 Broadway)				
27. City Merrillville		28. State IN	29. ZIP Code 46410	30. County Lake
31. List at least three (3) operators who will supervise, manage and be responsible for the operation of the gaming activity.				
Full legal name Amy McDunn		Full legal name Amy Briseno		Full legal name Charlie Cole
32. List the name from above of the principal operator who has overall responsibility for the operation and control of this charity gaming activity : Amy McDunn				
33. What is the total retail value of all prizes to be awarded at this exempt (EN) activity listed above? (Not to exceed \$2,500 - see instructions.) \$1,000		34. Enter the total retail value of all prizes awarded so far at ALL previously held exempt (EN) gaming activities within the same calendar year? \$5,500		
35. Does your organization own or intend to purchase "licensed supplies" (bingo paper, pull tabs, tip boards, punch boards, etc.) or gaming equipment (bingo blowers, wheels, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		36. If yes, name of distributor(s)		
CERTIFICATION: We certify under the penalties of perjury that all of the information submitted in this form and any attachment is true and understand that providing false information may lead to the revocation or denial of charitable gaming license(s), termination of qualification status, a civil penalty, or other sanction as determined by the Commission through an administrative process.				
Signature of Presiding Officer <i>Amy Briseno</i>		Signature of Secretary <i>Bradley Neal</i>		
Printed name of Presiding Officer Amy Briseno		Printed name of Secretary Bradley Neal		
Date (month, day, year) 06/30/23		Daytime telephone number (219) 980-1777		Daytime telephone number (219) 980-1777
FOR INDIANA GAMING COMMISSION USE ONLY				
Signature of Charity Gaming Program Coordinator		Date (month, day, year)		NOTIFICATION ON FILE







TOWN OF MERRILLVILLE  
PLANNING DEPARTMENT  
7820 BROADWAY  
STAFF REPORT  
LARGE GATHERING PERMIT APPLICATION  
PERMIT# SPE2023-00009

DATE: AUGUST 8, 2023

PREPARED BY: SHEILA SHINE

APPLICANT: NORTHWEST INDIANA HINDU RELIGIOUS CENTER  
INDIAN AMERICAN CULTURAL CENTER

OWNER: NORTHWEST INDIANA HINDU RELIGIOUS CENTER  
INDIAN AMERICAN CULTURAL CENTER

REQUEST: APPROVAL FOR LARGE GATHERING PERMIT

PURPOSE: INDIA FEST

LOCATION: 8605 MERRILLVILLE ROAD

DATE(S) OF LARGE GATHERING: SATURDAY, AUGUST 13, 2023

TIME: SATURDAY, AUGUST 13, 2023 – 10:00 AM – 5:00 PM

COMMENTS: THE EVENT IS A FOOD AND MUSIC FESTIVAL HIGHLIGHTING INDIAN CULTURE. IT WILL BE HELD ON SATURDAY, AUGUST 18, 2022 FROM 10:00 AM – 5:00 PM. 400 IS THE MAXIMUM NUMBER OF PEOPLE PERMITTED TO ASSEMBLE. THE SITE WILL HAVE TWO (2) POTABLE WATER STATIONS INSIDE THE BUILDING AND SOFT DRINKS WILL BE AVAILABLE AS WELL. THE HOST HAS HIRED PRIVATE SECURITY AND HAS REQUESTED OFF-DUTY MERRILLVILLE POLICE TO PROVIDE SECURITY. THERE WILL BE SIX (6) MALE RESTROOMS AND SIX (6) FEMALE TOILET FACILITIES AVAILABLE TO USE. THE TOILET FACILITIES WILL BE MAINTAINED BY FACILITY CUSTODIAL STAFF. THERE WILL BE ONE (1) DUMPSTER AND EIGHT (6) TRASH CONTAINERS ONSITE. TOTAL DISPOSAL WILL BE RESPONSIBLE FOR WASTE MANAGEMENT. THERE ARE 200 PARKING SPACES ON SITE. OVERFLOW PARKING WILL BE DIRECTED TO A FIELD ON THE PROPERTY, SO THERE WILL BE NO PARKING ON SURROUNDING PROPERTIES. ENTERTAINMENT WILL BE PROVIDED BY MEMBERS OF THE TEMPLE INSIDE THE CULTURAL CENTER HALL. ALL MUSIC WILL BE HELD INSIDE THE HALL. ALL FOOD VENDORS HAVE LAKE COUNTY INDIANA FOOD SERVICE PERMITS. HOSTS HAVE SECURED THE INDIANA DEPARTMENT OF HOMELAND SECURITY AMUSEMENT & ENTERTAINMENT PERMIT.

Receipt #  
97403

TOWN OF MERRILLVILLE  
LARGE GATHERING ORDINANCE  
APPLICATION FORM

Name of Festival or Activity: India Fest 2023

Address of Festival or Activity: 8605 Merrillville Rd.  
(if common address unavailable attach legal description)

Contact Person for Activity: Katie Boyle

Address: 8605 Merrillville Rd.

Phone: 219 617-5432

Notarized application and signatures by the following:

- A) By the individual in the case of an individual
- B) By all officers in the case of a corporation
- C) By all partners in the case of a partnership
- D) By all officers of an unincorporated association, society or group
- E) By all members of an association, society or group, if there are no officers

Record Owner(s) of the Property:

NAME	ADDRESS	PHONE
1. <u>Arun Balakrishnan</u>	<u>8605 Merrillville Rd.</u>	<u>219-801-8372</u>
2. <u>Katie Boyle</u>	<u>" "</u>	<u>219-617-5432</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

I, (We) do hereby permit the notarized signed applicant(s) to use our property for their expressed purposes herein.

STATE OF INDIANA )  
                                  ) SS  
COUNTY OF LAKE )

TOWN OF MERRILLVILLE

The information contained in the attached application and all attached exhibits, to my (our) knowledge and belief, are true and correct.

The owner hereby agrees to abide by and comply with the conditions of the Large Gathering Ordinance of Merrillville, Indiana and furthermore, understands that any variation from the provisions of the above mentioned ordinance or from the conditions as stated herein shall constitute cause for the revocation of this permit.

Signature(s) of Owner(s) and Applicant(s):

Katie Boyle (Owner/Applicant) \_\_\_\_\_ (Owner/Applicant)  
\_\_\_\_\_  
(Owner/Applicant) \_\_\_\_\_ (Owner/Applicant)  
\_\_\_\_\_  
(Owner/Applicant) \_\_\_\_\_ (Owner/Applicant)

Subscribed and sworn to before me this 26 day of June, 2023

Melissa Marie DiCapua  
Notary Public

My Commission Expires: June 29, 2028

Seal:

ASSEMBLY SPECIFICATIONS

MELISSA MARIE DICAPUA  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number NP0727675  
My Commission Expires Jun 29, 2028



The ordinance provides for numerous items to be included as public health, safety, and morals protection. Ideally a site plan large enough to be easily read can show most of the items required. Please be specific on travel lanes for emergency personnel.

1. What is the nature or purpose of your assembly?  
Annual cultural festival.
  2. How many days and what hours is the assembly to operate? (Include dates)  
1 day. Aug 13, 2023 10-5
  3. What will be the maximum number of people permitted to assemble per day? (If overnight, attach additional descriptions of assembly)  
300
  4. How many tickets are to be sold? Ø
  5. How will your organization limit the maximum number of people at your assembly?  
Police attendant
  6. How many potable water facilities will be used? (I.e. drinking fountains, water spigots)  
4
  7. How many toilet facilities are available for male/female? (Indoor also, if to be used)  
MALE 6 FEMALE 6
  8. Who will be responsible for maintaining the toilet facilities?  
Company Name IACC Custodial Staff  
Address 8605 Merrillville Rd.
  9. What means of disposal do they use?  
n/a - facilities are indoor
  10. How many dumpsters for solid waste material and trash containers does your event require? Describe your solid waste disposal plans and list your waste hauler.  
Number of Dumpsters: 1 Number of Trash Containers: 6  
Waste Hauler: Total Disposal  
Address: 100 Blaine Street Gary, IN 46406.
  11. Do you have telephone service available to the public? yes
  12. Do you have on-site parking facilities? yes  
Approximately how many spaces? 200
  13. Does all parking have paved access from a public street(s)?  
no - overflow parking, if necessary, will be in the field behind parking lot.
  14. Do you plan to use other parking from surrounding property owners?  
Yes \_\_\_\_\_ No X
- If YES, list the names and addresses of those areas/facilities you will be using on a separate piece of paper. A signed letter from the owner of these facilities is required to be attached to that list and both list and letters are to be attached to this application.
15. Will camping and overnight stays be part of your assembly? YES \_\_\_\_\_ NO X

If yes, describe all aspects of facility locations.

16. Will entertainment be supplied with the assembly? YES X NO       
If YES, what type? (i.e. bands, disc jockey, records, performers, etc.)

List the names and addresses of those individuals or groups involved in the entertainment, and the dates/nights of live entertainment.

*Dancing B music inside the banquet hall. IACC youth performers*

NOTE: Sound control and amplification locations shall be noted on the site plan. Power of amplifiers and speakers shall also be located on the site plan.  
Supply above items to the best of your ability. Please be aware that nuisance violations for sound will be used if assembly is too loud for surrounding property owners.

17. Will animals be part of the assembly? NO. If so, what plans are being provided for containment of the animals, disposal of animal waste and any odors arising from the animals?

18. List locations of all interior fire protection devices, i.e. alarms, extinguishers. Example: The front doors have pull station fire alarm devices with alarms located at all interior halls and exits. Fire extinguishers are located as follows:

1. Type ABC at all south exits, twenty feet (20') to doorways.
2. Type BC in kitchen next to entrance/exit doors.

*SEE  
MAP &  
Building  
Plans*

19. A list is to be attached with the names and addresses of food concessions. Lake County Health Department License or permit number shall also be included in the list.

#### YOUR SITE PLAN SHALL SHOW THE FOLLOWING:

1. Potable Water Locations.
2. Public Sewer Locations.
3. Toilet Facilities for Male & Female.
4. Dumpsters and Trash Containers
5. Illumination. Please indicate on the site plan all locations of illumination by Light Poles (LP) and by Building Lamps (BL).
6. Telephone Service — (Phone Booth — PB)
7. Parking, Interior Roads, Access to Public Streets.
8. Concession Areas.
9. PUBLIC SAFETY:
  - A. All access points available to public and all access points available only to emergency personnel.
  - B. Gated and/or guarded points of travel for traffic and people.
  - C. Locations of all fire protection devices (i.e. extinguishers) that will be located outside.

#### APPLICATION SUBMITTALS:

#### APPLICATION/PERMIT COST: \$100.00 NON-REFUNDABLE

Submit this application to the Police Chief of the Town of Merrillville at least sixty (60) days prior to your event. Within thirty-five (35) days you will be notified of the status of this application and permit.

A bond in the amount of five dollars (\$5.00) per person per day for the maximum number of persons to assemble with a minimum of two thousand dollars (\$2,000). The bond shall indemnify and hold

harmless the Town of any of its agencies, officers, or employees from any liability or cause of action that might arise by reason of granting the license and any cost incurred in cleaning up any waste material produced or left by the assembly. Also, guarantees the payment of any taxes that may accrue, guarantees reimbursement of ticket holders if event is cancelled, guarantees repayment to Town for actual expenses of repair or replacement of property owned by Town and to reimburse the Town for any security or cost incurred by the Town by virtue of the assembly for additional police for the necessity to provide ambulance services, fire services, etc. by virtue of the assembly.

Liability Insurance Certificates are permissible provided the amount meet or exceed the bond amount schedule above.

Questions concerning this application or the Large Gathering Ordinance of the Town of Merrillville can be addressed by the Planning and Building Department. Phone (219) 769-3631 or 769-4670. Questions concerning gambling as provided in the Indiana State Law can be addressed by the Merrillville Police Department. (219) 769-3722.



**Indian American Cultural Center**  
8605 Merrillville Road • Merrillville, IN 46410  
(219)756-1111 • [www.iacc-nwindiana.org](http://www.iacc-nwindiana.org) • TID: 35-1981658

June 22, 2023

**Trustee Board**

**Chairman**  
**Anjali Joshi**

**Vice Chairman**  
**Panna Barai**

**Past Chairman**  
**Ravi Bhagwat**

**Treasurer**  
**Hemendra Parikh**

**Secretary**  
**Harish Shah**

**Trustee Board Members**  
**Soumita Bandyopadhyay (23)**  
**Shailesh Bhatt (21)**  
**Harsh Dalal (22)**  
**Amitha Garlapati (21)**  
**Mohan Kesani (22)**  
**Kishor Patel (23)**  
**Pratish Patel (21)**

**By Laws Committee Chair**  
**Bala Arshanapalli**

**Comptroller**  
**Sree Harsha Lalam**

**Executive Board**

**President**  
**Arun Balakrishnan**

**President Elect**  
**Sudhish Chandra**

**Past President**  
**Vijaikumar Dharla**

**Treasurer**  
**Subramanian Visvanathan**

**Secretary**  
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**Rajaraman Iyer (22)**  
**Shenaz Keshvani (23)**  
**Dipak Patel (23)**  
**Vyomesh Patel (23)**  
**Anil Veligandla (22)**

**Temple Chair**  
**Shakuntala Sarma**

**Hall Chair**  
**Love Kalra**

**Hall Co-Chair**  
**Chandan Roy**

Town of Merrillville  
Police Department  
7820 Broadway  
Merrillville, IN 46410

To whom it may concern,  
The Northwest Indiana Hindu Religious Center / Indian American Cultural Center (NWIHRC/IACC) are planning to host their Annual India Fest on Sunday, August 13, 2023, from 10:00 am to 5:00 pm. We would like to request police security for this event.

Sincerely,  
Arun Balakrishnan  
President, NWIHRC Executive Board

Revised 1/2023



**Indian American Cultural Center**  
8605 Merrillville Road • Merrillville, IN 46410  
(219)756-1111 • [www.iacc-nwindiana.org](http://www.iacc-nwindiana.org) • TID: 35-1981658

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**Temple Chair**  
**Shakuntala Sarma**

**Hall Chair**  
**Love Kalra**

**Hall Co-Chair**  
**Chandan Roy**

June 22, 2023

Town of Merrillville  
Planning Department  
7820 Broadway  
Merrillville, IN 46410

To whom it may concern,

Northwest Indiana Hindu Religious Center / Indian American Cultural Center (NWIHRC / IACC) indemnifies and holds harmless the town or any of its agencies, officers or employees from any liability or causes of action that might arise by reason of granting the license and from any cost incurred in cleaning up any waste material produced or left by the assembly. The NWIHRC / IACC guaranties the payment of any taxes that may occur because of the gathering. The NWIHRC / IACC guaranties reimbursement of ticket holders if the event is cancelled; or replacement of property owned by or for which town is responsible, or for any damage done by any patron at the gathering to any town property; and to reimburse the town for any security or cost incurred by the town virtue of the assembly for additional police, or the necessity to provide ambulance services, etc, by virtue of the assembly.

Sincerely,

Arun Balakrishnan  
President, NWIHRC Executive Board

Revised 1/2023

LAKE COUNTY HEALTH DEPARTMENT  
Crown Point, Indiana

HEREBY ISSUES  
FOOD SERVICE

**PERMIT**

No.  
**NFP-23**

**NORTHWEST INDIANA HINDU RELIGIOUS CTR/ INDIA FEST**  
**8605 MERRILLVILLE RD, MERRILLVILLE**

For the purpose of preparing and selling food in Lake County, Indiana, according to the terms and definitions of Food Ordinance No. 23.

**AUGUST 13, 2023**

DURATION OF PERMIT: \_\_\_\_\_

REVOCATION OF PERMIT: Any Permit may be revoked by the Health Officer upon violation by the holder of any of the terms of the above mentioned Ordinance.

TRANSFER OF PERMIT PROHIBITED: No Permit shall be sold, assigned, loaned or transferred.

HEALTH OFFICER  
**June 23, 2023**

Date Issued \_\_\_\_\_

Seal

**LAKE COUNTY HEALTH DEPARTMENT**  
Crown Point, Indiana

HEREBY ISSUES  
**FOOD SERVICE**

**PERMIT**

No.

**539832A-23**

**NAAN & KEBAB / INDIA FEST**

**8605 MERRILLVILLE RD, MERRILLVILLE**

For the purpose of preparing and selling food in Lake County, Indiana, according to the terms and definitions of Food Ordinance No. 23.

**AUGUST 13, 2023**

DURATION OF PERMIT:

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HEALTH OFFICER

**June 23, 2023**

Date Issued

Seal



LAKE COUNTY HEALTH DEPARTMENT  
Crown Point, Indiana

HEREBY ISSUES  
FOOD SERVICE

**PERMIT**

No.  
**539832B-23**

**HOUSE OF INDIA / INDIA FEST**

**8605 MERRILLVILLE RD, MERRILLVILLE**

For the purpose of preparing and selling food in Lake County, Indiana, according to the terms and definitions of Food Ordinance No. 23.

**AUGUST 13, 2023**

DURATION OF PERMIT:

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HEALTH OFFICER

**June 23, 2023**

Date Issued

Seal

**LAKE COUNTY HEALTH DEPARTMENT**  
Crown Point, Indiana

HEREBY ISSUES  
**FOOD SERVICE**

**PERMIT**

No.

**539832C-23**

**TANDOOR INDIAN CUISINE / INDIA FEST**

**8605 MERRILLVILLE RD, MERRILLVILLE**

For the purpose of preparing and selling food in Lake County, Indiana, according to the terms and definitions of Food Ordinance No. 23.

**AUGUST 13, 2023**

DURATION OF PERMIT:

REVOCATION OF PERMIT: Any Permit may be revoked by the Health Officer upon violation by the holder of any of the terms of the above mentioned Ordinance.

TRANSFER OF PERMIT PROHIBITED: No Permit shall be sold, assigned, loaned or transferred.

HEALTH OFFICER

**June 23, 2023**

Date Issued

Seal

LAKE COUNTY HEALTH DEPARTMENT  
Crown Point, Indiana

HEREBY ISSUES  
FOOD SERVICE

**PERMIT**

No.

**539832D-23**

**UMA FOODS / INDIA FEST**

**8605 MERRILLVILLE RD, MERRILLVILLE**

For the purpose of preparing and selling food in Lake County, Indiana, according to the terms and definitions of Food Ordinance No. 23.

**AUGUST 13, 2023**

DURATION OF PERMIT:

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TRANSFER OF PERMIT PROHIBITED: No Permit shall be sold, assigned, loaned or transferred.

HEALTH OFFICER

**June 23, 2023**

Date Issued

Seal

**LAKE COUNTY HEALTH DEPARTMENT**  
Crown Point, Indiana

HEREBY ISSUES  
**FOOD SERVICE**

**PERMIT**

No.  
**539832E-23**

**KUMAR JUICE CATERING SERVICE/ INDIA FEST**

**8605 MERRILLVILLE RD, MERRILLVILLE**

For the purpose of preparing and selling food in Lake County, Indiana, according to the terms and definitions of Food Ordinance No. 23.

**AUGUST 13, 2023**

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TRANSFER OF PERMIT PROHIBITED: No Permit shall be sold, assigned, loaned or transferred.

HEALTH OFFICER

Date Issued \_\_\_\_\_

**June 23, 2023**

Seal

Hand-drawn sketch map of the Hindu Religious Center area. The map shows a large rectangular building labeled "HINDU RELIGIOUS CENTER" with "(8605 MERRILLVILLE ROAD)" above it. To the left is a smaller building labeled "STORM MH" with "RUM 693.81" and "INV 688.32" nearby. To the right is a large dark area labeled "DUMPSITE". The map includes various labels like "EXIT", "FE", "M", and "69.8". A dashed line with arrows and "698-" is at the top right.

\* Main entrance  
and Temple entrance  
pull station alarms  
Alarm also located  
behind stage and  
at entrance to  
kitchen and bar

DHS - Requests

Requests


Amusement Entertainment

Amusement & Entertainment Annual

①

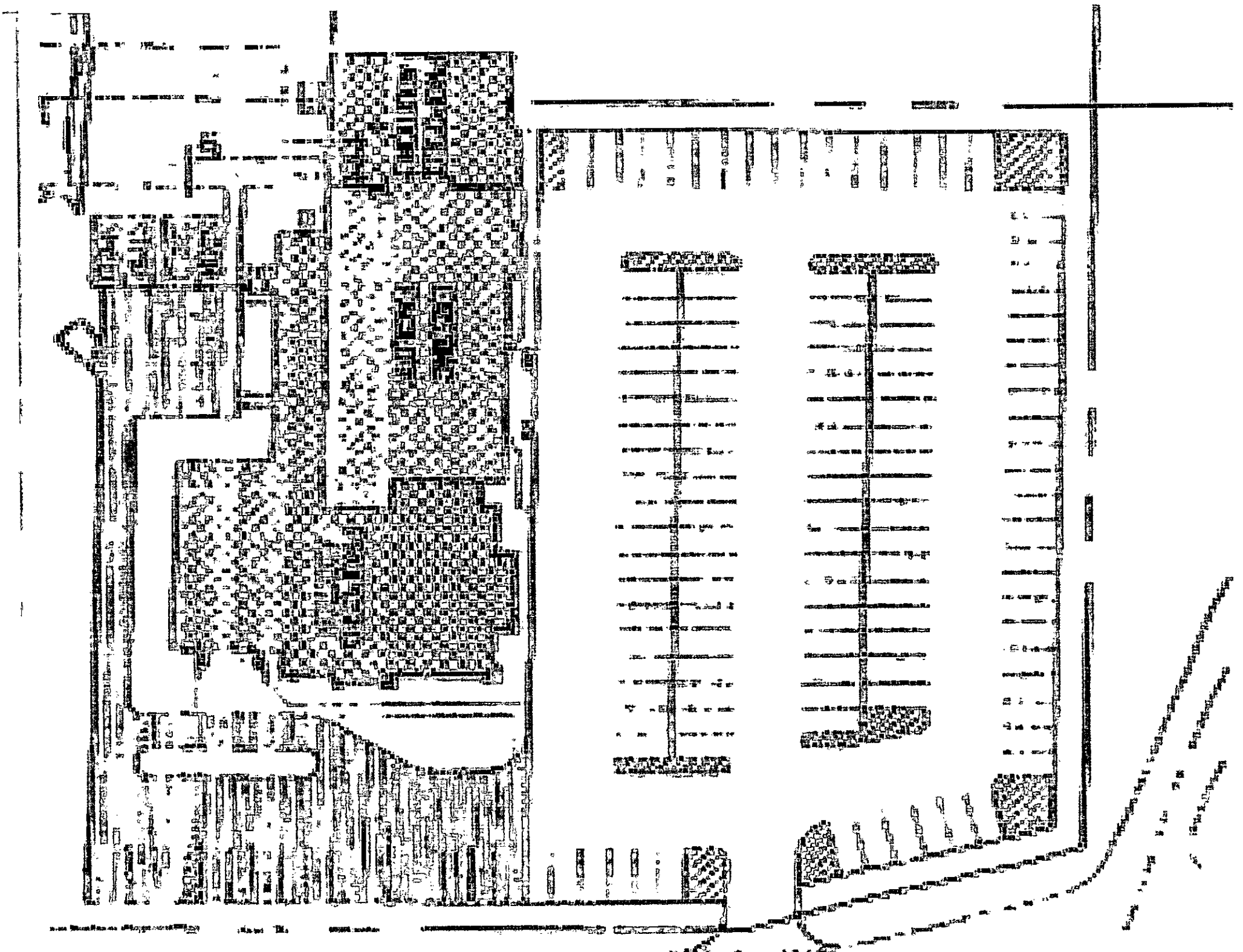
Amusement & Entertainment Special

①

App # / Type	Owner	Location	Last Change	
263353 Renew  AE458874C	Northwest Indiana Hindu Religious Center 8605 Merrillville Road Merrillville, Indiana 46410  <a href="mailto:iaccbusinessoffice@gmail.com">iaccbusinessoffice@gmail.com</a>	INDIAN AMERICAN CULTURAL CENTER 8605 Merrillville Road Merrillville, Indiana 46410  Event: India Fest 2023	06/28/2023 at 10:54 AM	Action

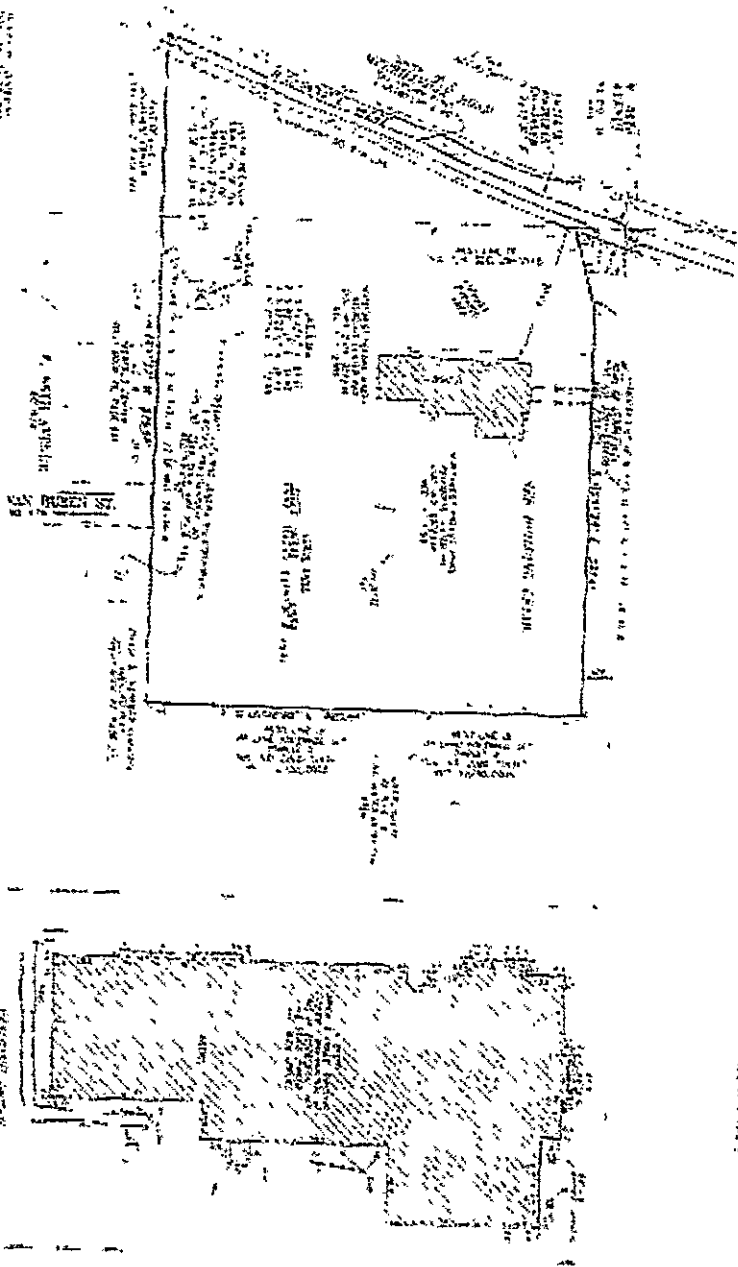
Showing records 1 to 1 of 1







1995. *Wetland Values for Wetlands of the United States*. Washington, D.C.: U.S. Environmental Protection Agency.

[illegible]

DATE	NO.	SHEET NO.	TITLE	BY	CHECKED BY	APPROVED BY	REVISIONS

**Plumb  
Tuckett  
& Associates**

**AS BUILT FOUNDATION LOCATION**  
**8605 MERRILLVILLE ROAD**  
**MERRILLVILLE, INDIANA**  
**FOR INDIAN CULTURAL CENTER**

**IMPORTANT DOCUMENT**  
**Certificate of Flame Resistance**

REGISTRATION  
APPLICATION  
NUMBER

F121.4



ISSUED BY



EVANSVILLE, INDIANA 47725  
MANUFACTURERS OF THE FINISHED  
TENT PRODUCTS DESCRIBED HEREIN

Date of Shipment  
06/15/04

Tent Identification  
03880444

This is to certify that the materials described have been flame-retardant treated  
(or are inherently noninflammable) and were supplied to:

101400  
A-ALL IN ONE RENTALS AND SALES  
5445 BROADWAY

MERRILLVILLE IN 464101647

Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code. All fabric has been tested and passes NFPA 701-99, CPAI 84, ULC 109.

Serial # 8023010 (1)

Description of item certified:

**Flame Retardant Process Used Will Not Be Removed By  
Washing And Is Effective For The Life Of The Fabric**

JOHN BOYLE STATESVILLE NC

Signed:

SPECIAL EVENTS DIVISION - ANCHOR INDUSTRIES INC.

**IMPORTANT DOCUMENT**  
**Certificate of Flame Resistance**

REGISTRATION  
APPLICATION  
NUMBER

F121.4



ISSUED BY



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JOHN BOYLE STATESVILLE NC

Signed:

SPECIAL EVENTS DIVISION - ANCHOR INDUSTRIES INC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Certificate Department	
Mayflower Insurance		PHONE (A/C, No, Ext): 877-400-0500	FAX (A/C, No): 877-400-0500
432 S Emerson Ave, Ste 310		E-MAIL ADDRESS: coi@mayflower.insurance	
Greenwood IN 46143		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Auto-Owners Insurance Company	61190
INSURED		INSURER B:	
Northwest Indiana Hindu Religious Center		INSURER C:	
8605 MERRILLVILLE RD		INSURER D:	
MERRILLVILLE IN 46410		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		09637645	12/20/22	12/20/23	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
The Town of Merrillville 7800 Broadway Avenue  Merrillville IN 46410	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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**FROM:** SHEILA SHINE  
**RE:** VARIANCE OF USE APPROVAL  
**PETITIONER:** FOOD BANK OF NWI  
**OWNER:** FOOD BANK OF NWI  
**PURPOSE:** TO ALLOW A LED ELECTRONIC MESSAGE CENTER  
**LOCATION:** 6490 BROADWAY  
**ZONING:** C-3, HIGHWAY COMMERCIAL ZONING DISTRICT  
**DATE OF BOARD OF ZONING APPEALS:** JULY 26, 2023  
**DEADLINE FOR TOWN COUNCIL ACTION:** OCTOBER 24, 2023  
**ACTION TAKEN BY THE BOARD:** APPROVED  
**VOTE:** (5) APPROVED  
**CONDITIONS:** PETITIONER WILL ADVERTISE TOWN EVENTS UPON REQUEST

VARIANCE OF USE: CASE # Z16V3-0723

NOTICE OF BOARD OF ZONING APPEALS DECISION ON PETITION  
OF Food Bank of NWI

The Town of Merrillville Board of Zoning Appeals, after conducting a public hearing in accord with I.C. 36-7-4-920, 5-3-1-2, and 5-3-1-4, hereby rules that the law is (with/not with) the Petitioner. In support of such conclusion, the Board of Zoning Appeals makes the following findings of fact:

1. The Petitioner (did/did not) establish that the proposed variance will not be injurious to the public health, safety, morals, and general welfare of the community because:

COMMENT:

2. The Petitioner (did/did not) establish that the proposed variance will not have a substantially adverse effect on the use and value of the property adjacent to the property included in the proposed variance because:

COMMENT:

3. The Petitioner (did/did not) establish that the need for the proposed variance arises from some condition peculiar to the property involved in that:

COMMENT:

4. The Petitioner (did/did not) establish that the strict application of the terms of the zoning ordinance will constitute an unnecessary hardship if applied to the property for which the proposed variance is sought because:

COMMENT:

5. The proposed variance (will/will not) substantially interfere with the comprehensive Master Plan adopted because:

COMMENT:

Accordingly, the Board of Zoning Appeals hereby approves/denies Petition for variance of use, Case # Z16V3-0723 from the terms of the zoning ordinance this 26<sup>th</sup> day of July 2023. The Board of Zoning Appeals, pursuant to I.C. 36-7-4-918.4, imposes the following conditions as part of its approval:

1. Petitioner will advertise town events upon request.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

CHAIRMAN

SECRETARY

**TOWN OF MERRILLVILLE  
PLANNING DEPARTMENT  
7820 BROADWAY  
STAFF REPORT  
BOARD OF ZONING APPEALS**

**CASE NO: Z16Uv3-0723    BZA MEETING DATE: JULY 26, 2023**

**PREPARED BY:                    SHEILA SHINE**

**APPLICANT:                      FOOD BANK OF NORTHWEST INDIANA**

**PETITIONER:                    KIM CARLISLE / ROEDA SIGNS**

**OWNERS:                         FOOD BANK OF NORTHWEST INDIANA**

**REQUEST:                        VARIANCE OF USE APPROVAL**

**LOT SIZE:                        9.476 ACRES**

**EXISTING ZONING:              C-3, HIGHWAY COMMERCIAL ZONING DISTRICT**

**LOCATION:                        6490 BROADWAY**

**SURROUNDING USES:**

**NORTH -                         COMMERCIAL**

**SOUTH -                         COMMERCIAL**

**EAST -                         COMMERCIAL**

**WEST -                         VACANT**

**SURROUNDING ZONING:**

**NORTH -                         C-3, HIGHWAY COMMERCIAL ZONING DISTRICT**

**SOUTH -                         C-3, HIGHWAY COMMERCIAL ZONING DISTRICT**

**EAST -                         C-3, HIGHWAY COMMERCIAL ZONING DISTRICT**

**WEST -                         R-2, SINGLE FAMILY RESIDENTIAL ZONING DISTRICT**

**COMMENTS: PETITIONER IS SEEKING VARIANCE OF USE APPROVAL FROM SECTION 21-189(8) TO ALLOW AN ELECTRONIC MESSAGE SIGN TO BE LOCATED AT 6490 BROADWAY. THE FOODBANK OF NORTHWEST INDIANA WOULD LIKE INSERT A 6'X 3' WATCHFIRE LED ELECTRONIC MESSAGE CENTER ON AN EXISTING SIGN THE EXISTING SIGN. THE EXISTING SIGN IS 50 SQ FT AND THE TOTAL SIGNAGE WOULD BE 68 SQ FT. PETITIONER WOULD LIKE TO ADVERTISE HOURS OF OPERATIONS, TIME, TEMPERATURE AND SPECIAL ANNOUNCEMENTS. PETITIONER WILL ADVERTISE TOWN EVENTS UPON REQUEST.**

MERRILLVILLE BOARD OF ZONING APPEALS  
APPLICATION FOR VARIANCE OF USE

FEE: \$200.00 DATE: 7-10-23 RECEIPT # 97623  
\*\*FILING FEE WILL NOT BE REFUNDED IF PETITION IS WITHDRAWN OR DENIED

NOTE TO APPLICANT: Please read the following State Law Carefully

38-7-4-918.4 - VARIANCES OF USE FROM THE TERMS OF ZONING ORDINANCE - ADVISORY-METRO: A Board of Zoning Appeals shall approve or deny variances of use from the term of the zoning ordinance. The Board may impose reasonable conditions as a part of its approval. A variance may be approved under this section only upon a determination in writing that:

- (1) The approval will not be injurious to the public health, safety, morals, and general welfare of the community;
- (2) The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
- (3) The need for the variance arises from some condition peculiar to the property involved;
- (4) The strict application of the terms of the zoning ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought; and
- (5) The approval does not interfere substantially with the comprehensive plan adopted under the 500 series of this chapter (IC38-7-4-918.4 as added by P.L. 357-1983, Sec. 13.)

APPLICATION FILED AND PLANS RECEIVED: Date 06-07-2023

ADDRESS OF PROPERTY OR GENERAL LOCATION: 6490 Broadway, Merrillville, IN 46410

TAX KEY # 45-12-09-276-005

CURRENT ZONING: C-3 AREA OF GROUND: 9.476

PROPOSED USE OF PROPERTY: Food Bank

PRESENT USE OF PROPERTY: Food Bank

45-12-09-276-004, 005-000-030

USES OF ADJACENT PROPERTIES			
NORTH	Pls Check Cashers	EAST	S.D. Byrider
SOUTH	New Cheese Pauls Autoyard	WEST	

PLEASE PRINT			
PETITIONER: Kim Carlisle	OWNER: Victor Garcia		
ADDRESS: 20530 Stony Island Ave	ADDRESS: 6490 Broadway		
CITY: Lynwood STATE: IL ZIP: 60411	CITY: Merrillville STATE: IN ZIP: 46410		
PHONE: (708) 333-3021	PHONE: (219) 980-1777		

Being duly sworn upon (my/our) oath, do hereby declare that the facts and figures set forth in the above petition are true to (my/our) information and belief, and that I am/we are submitting such facts and figures to the Merrillville Board of Zoning Appeals for the purpose of this request for the above described real estate.

PETITIONER(S) SIGNATURES

Kimberly Carlisle  
Kimberly Carlisle Project Manager  
Roeda Signs

OWNERS(S) SIGNATURES

Bradley Neal  
Bradley Neal VP Business Administration

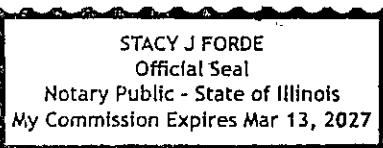
STATE OF INDIANA )  
COUNTY OF LAKE ) SS

Before me, a notary public in and for said county and state, personally appeared the above petitioner (s) and owner (s) and acknowledged the execution of the above and foregoing instrument to be voluntary act and deed for the uses and purposes therein mentioned.

DATED THIS 16th DAY OF June, 2003

Stacy J Forde  
Notary Public

My Commission Expires: March 13, 2027





VARIANCE OF USE - CASE # 216Uv.3-0723TOWN OF MERRILLVILLE, INDIANA  
BOARD OF ZONING APPEALS  
DATE: 7-26-23

Pursuant to Article II, Section 21-4.1 of the Rules and Regulations of Practice and Procedure of the Town of Merrillville Board of Zoning Appeals, Petitioner, Kim Carlisle Roeda Inc submits the following findings of fact which address the effect that Petitioner's proposed variance of use from the terms of the zoning ordinance will have on the property commonly known as Northwest Indiana Food Bank and to the surrounding area:

1. Petitioner owns the property commonly known as Northwest Indiana Food Bank Which is classified as \_\_\_\_\_ pursuant to the zoning ordinance.
2. Petitioner has requested a variance of use from the zoning ordinance for the following reasons:  
to have new sign installed along with a watchfire  
emc sign.
3. Petitioner submits that:
  - a. The proposed variance of use will not be injurious to the public health, safety, morals, and general welfare of the community because:  
It will show hours of operation, time, temp. and announcements  
for customers.
  - b. The proposed variance of use will not have a substantially adverse effect on the use and value of the properties adjacent to the property included in the proposed variance because:  
We are upgrading the sign to improve  
visual on building and help customers know  
times of operations
  - c. The need for the proposed variance arises from some condition peculiar to the property involved in that:  
We are asking for more sq. footage for signage.
  - d. The strict application of the terms of the zoning ordinance will constitute an unnecessary hardship if applied to the property for which the proposed variance is sought because:  
they will not be able to advertise hours or events.
  - e. The proposed variance of use will not substantially interfere with the comprehensive master plan because:  
there are other businesses with similar signs we  
are requesting.

The Board of Zoning Appeals shall approve or deny the above findings prior to approval or denial of the Petition. The Board of Zoning Appeals can modify Petitioner's findings if facts presented at the public hearing show false information in the findings and/or new information pertinent to the Petition. Findings of fact which are modified shall then be resubmitted on the approved forms within FIVE (5) days of the modification.

Sec. 21-189. - General sign provisions.

The following regulations shall apply to all signs erected or located in any use district: No person shall erect, alter, or relocate a sign, other than a temporary sign, within the Town of Merrillville, before obtaining a building permit from the community development director. All signs shall conform to all applicable codes and ordinances of the Town of Merrillville and, where required, shall be approved by the community development director or designated assistant, and a building permit issued.

- (1) A permit fee, as set forth in section 6-21 of the Merrillville Municipal Code shall be paid by all applicants to cover the cost of issuing permits and the enforcement of this chapter.
- (2) All permanent freestanding signs designed with fifty (50) square feet of copy face or larger must be certified by an Indiana registered engineer showing structural base data and wind load resistance on working drawing in applying for a permit.
- (3) Signs in non-residential districts or special exception use signs in residential districts may be internally illuminated or if externally illuminated, the source of the light shall be enclosed and directed to prevent the source of light from shining directly onto traffic or any residential district or property. Size of special exception use signs shall not be larger than sixty-four (64) square feet and not higher than eight (8) feet.
- (4) No sign shall be placed in, upon or over any public street right-of-way, alley, or other publicly owned land, except as otherwise expressly permitted by this chapter, i.e., traffic signage.
- (5) No public light pole, utility pole or other supporting member shall be used for the placement of any sign unless specifically designed and approved for such use.
- (6) No sign shall be erected in any place where it may, by reason of its position, shape, color, or other characteristic, interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, or constitute a public nuisance.
- (7) No sign shall contain any moving or animated parts nor have the appearance of having any moving or animated parts except slow-speed (six (6) or less revolutions per minute) revolving signs, provided that the mechanism required to operate the sign is effectively concealed from view.
- ~~X~~(8) Signs which contain, include or are illuminated by any flashing, or intermittent or moving light or lights are prohibited, except those giving public service information such as time and temperature or weather.
- (9) No sign shall be erected above the roofline of a building, nor project more than eighteen (18) inches from the wall.
- (10) All freestanding signs must be set back at least ten (10) feet from street right-of-way lines (closest edge of the sign) and ten (10) feet from any front, side or rear property line. The bottom of such sign shall not be less than ten (10) feet above the finished grade or ground

elevation in a traffic area.

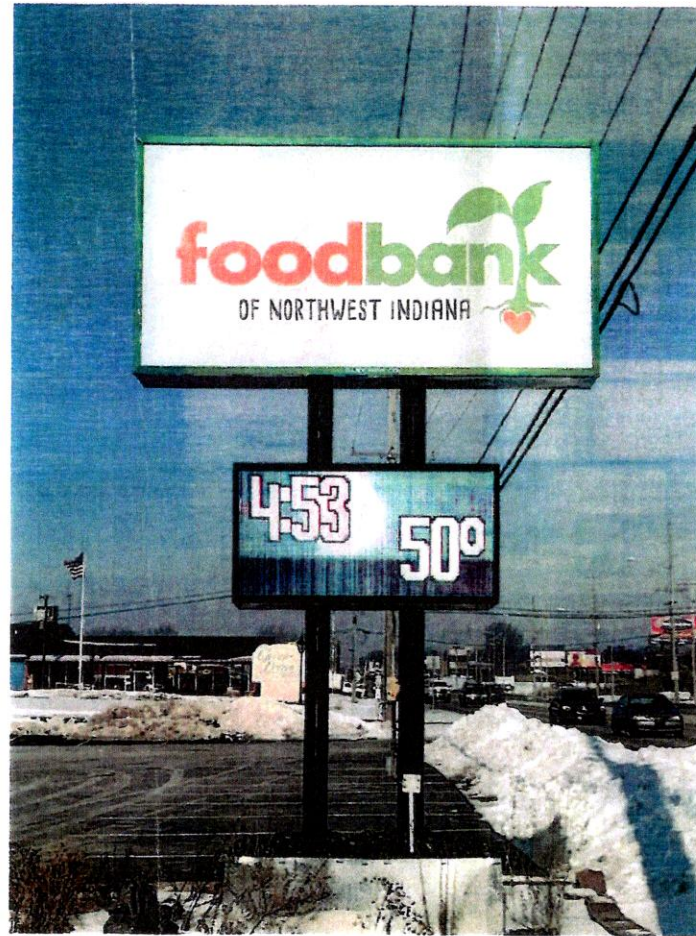
- (11) All signs shall not obstruct vision above a height of two (2) feet from the established street grades within the triangular area formed at the intersection of any street right-of-way lines at a distance along each line of thirty (30) feet from their point of intersection. (See Figure 14.)
- (12) All signs except directional signs, awning signs, wall signs and window signs must be set back ten (10) feet from the intersection of the edge of an access drive and a street right-of-way line.
- (13) A licensed sign contractor or general contractor is required to install all permanent signs. A site location and footing inspection is required for all freestanding signs by the Town of Merrillville's building inspector.
- (14) The community development director or designated assistant or building inspector may inspect signs for which a permit is required. If upon any inspection a sign is found to be in violation of this article, unsafe, or in a location that does not comply with the provision of this article, the community development director shall give notice of such condition to the owner or the person responsible for such sign shall within ten (10) days thereafter remove the sign or cause the necessary repairs or corrections to be made. If the community development director finds a sign to be in such an unsafe condition that immediate repairs or the removal thereof are required, the community development director shall take such precautions as may be necessary to protect the safety of the public.
- (15) All signs shall be adequately maintained to keep them in a state of good appearance and repair. The general area in the vicinity of any sign must be kept free and clean of sign material, weeds, debris, trash and other refuse.

(Ord. No. 02-03, § 1, 2-12-02; Ord. No. 06-18, § 4, 7-11-06)

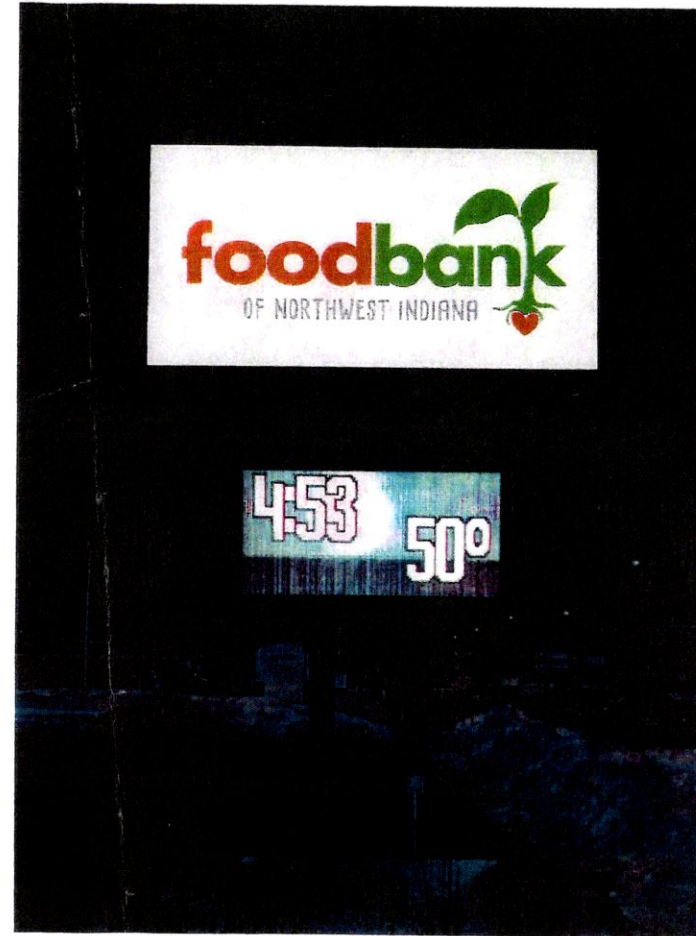
**OPTION A - 3' x 6' Box**

Price breakdown:  
 Watchfire EMC  
 Size: 3'ft. x 6'ft.  
 16MM Full Color  
 Time and Temp.  
 Wireless

Price: .....\$20,700.00  
 Installation: .....\$ 2,500.00  
 Total Cost: .....\$23,200.00



① HOLD CHECK TILL ELEC. COM. V. - - -  
 ② AFTER ELEC & PERMIT OK'D - ORDER SIGN



COMPANY NAME: Food Bank

DATE: 02 / 04 / 2022

WORK ORDER: \_\_\_\_\_

PROJECT DESCRIPTION: Pylon Sign

ARTWORK: \_\_\_\_\_

REVISION: \_\_\_\_\_



20530 Stoney Island Ave  
 Lynwood, IL 60411

(800) 829-3021  
 www.roeda.com

\_\_\_\_ Print size is correct ( Width x Height )

\_\_\_\_ Print color is correct

\_\_\_\_ Spelling And Punctuation Are Correct

\_\_\_\_ Names, phone numbers, websites are correct

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**A SIGNED PROOF IS NECESSARY PRIOR TO  
 ANY ORDER BEING PUT INTO PRODUCTION.**

**LOOK OVER CAREFULLY**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 600.00 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THE NORTH 5 RODS THEREOF, AND EXCEPT THE WEST 185.5 FEET OF THE SOUTH 150 FEET OF THE NORTH 232.50 FEET THEREOF AND EXCEPT THE SOUTH 618.93 FEET THEREOF.

PARCEL 2:

THE SOUTH 618.93 OF THE WEST 600 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA EXCEPT THE SOUTH 290 FEET OF THE WEST 260 FEET THEREOF, AND EXCEPT THE SOUTH 10 FEET THEREOF, AND EXCEPT THAT PORTION OF THE LAND DESCRIBED IN WARRANTY DEED RECORDED NOVEMBER 6, 1992 AS DOCUMENT NO. 92070501, TO THE STATE OF INDIANA.