

| |
|----------|
| TOTAL |
| BELLA |
| WHITE |
| PETTIT |
| UZELAC |
| MINCHUK |
| HARDAWAY |
| SPANN |

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
 - National Letter Carriers Proclamation
 - Ben's Blue Bags Proclamation
 - Town of Merrillville Employee of the Month
6. **Consent Agenda**

Accts. Payable Register Voucher Approval for April 25th, 2023
Approval of Town Council Meeting Minutes of April 11th, 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 Mr. Spann, Mrs. Uzelac:
 - D. **Elections, Public Relations, Town Beautification** – Chairman Mr. Pettit
Members Mr. Hardaway, Mr. Minchuk
 - E. **Environmental Affairs** – Chairman Mr. White
Members Mr. Spann, Mrs. Uzelac
 - F. **Personnel Policy & Employee Benefits** – Chairman Mr. Hardaway
Members Mrs. Uzelac, Mr. Pettit-
 - G. **Public Safety** – Chairman Mr. Minchuk
Members Mr. Spann, Mrs. Uzelac
 - H. **Economic Development** – Chairman Mr. Pettit
Members Mr. Hardaway, Mr. Minchuk, Deann Patena, Jennifer Doffin
 - I. **Parks & Recreation** – Chairwoman Mrs. Uzelac
Members Mr. Spann, Mr. White
 - 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, 4th of July Celebration)**
Chairman Mr. Hardaway, Members Mr. Pettit, Mr. Minchuk

Town of Merrillville PROCLAMATION

State of Indiana

**The Town Council of Merrillville, Indiana is Designating May 13, 2023
(the second Saturday in May) as Stamp Out Hunger Day**

Whereas, we recognize that there is hunger throughout America and that it is often hidden from plain site and that even one of our own neighbors could be suffering from food insecurity and we'd not even know it just by observing them; and,

Whereas, we know that food insecurity is already a huge problem for the United States in 2023, and that it may get worse, and that in 2021, according to the USDA's Economic Research Service, 33 million Americans lived in food-insecure households; and,

Whereas, in Indiana alone, one-million people, including 1 in 5 children don't know where they'll get their next meal; and,

Whereas, we recognize that there is hunger throughout America and it is often hidden from plain site and that even one of our own neighbors could be suffering from food insecurity and we'd not even know it just by observing them; and,

Whereas, the Town Council recognized that the Food Bank of Northwest Indiana that supplies food to a variety of other hunger relief charities is located right here in our great town; and,

Whereas, there are 49 million Americans affected by hunger including 17 million children, and 1 in 8 Americans rely on food banks for food while choosing between paying for food or utilities at home, and who value the services of over 62,000 hunger relief agencies across America; and,

Whereas, every year, on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one-day food drive, distributing the donations to local food banks and food pantries; and,

Whereas, the Letter Carrier's Stamp Out Hunger Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than 1.82 billion pounds of food have been collected; and,

Whereas, we recognize all letter carriers for their hard work and their commitment to their communities. All food collected in our community stays in our community and we support carriers' efforts to help those in need right here in our own community; and,

Whereas, we also recognize the noteworthy milestone of 31 years that the National Letter Carrier Food Drive celebrates this year in 2023.

Now, therefore be it resolved, that the Town Council of the Town of Merrillville, Indiana, does hereby proclaim May 12, 2023, as the "National Association of Letter Carriers Food Drive" and call on all residents of Merrillville to donate non-perishable food items by placing them in bags next to household mailboxes for pick up by letter carrier trucks for distribution to the Ross Township Food Pantry for distribution to residents right here in our community. It could not be any easier to help the letter carriers to STAMP OUT HUNGER!



Rick Bella, Council President

Margaret A. Uzelac, Councilwoman

Donald Spann, Councilman

Shawn Michael Pettit, Councilman

Richard Hardaway, Vice President

Leonard White, Councilman

Jeff Minchuk, Vice President

ATTEST: _____
Kelly White Gibson, Clerk-Treasurer



Town of Merrillville PROCLAMATION

State of Indiana

The Town Council of Merrillville Recognizes “Autism Awareness and Ben’s Blue Bags”

Whereas, Autism spectrum disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges. Autism is the fastest growing developmental disorder and is recognized throughout the United States in the month of April; and,

Whereas, A diagnosis of ASD now includes several conditions that used to be diagnosed separately; autistic disorder, pervasive developmental disorder not otherwise specified (PDD-NOS), and Asperger syndrome. These conditions are now all called autism spectrum disorder or ASD; and,

Whereas, About 1 in 68 children have been identified with autism spectrum disorder (ASD) according to estimates and ASD is about 4.5 times more common among boys (1 in 42) than among girls (1 in 189). ASD prevalence has increased by 6-15 percent each year from 2002 to 2010. More than 3.5 million Americans live with an autism spectrum disorder; and,

Whereas, People with ASD often have problems with social, emotional, and communication skills. They might repeat certain behaviors and might not want change in their daily activities. Many people with ASD also have different ways of learning, paying attention, or reacting to things. Signs of ASD begin during early childhood and typically last throughout a person’s life; and,

Whereas, ASD can sometimes be detected at 18 months or younger. By age 2, a diagnosis by an experienced professional can be considered very reliable. However, many children do not receive a final diagnosis until they are much older. This delay means that children with ASD might not get the early help they need; and,

Whereas, During times of stress, like during a house fire, ambulance call, or any other emergency situation, people with ASD will become over stimulated due to the excitement and routine change; and,

Whereas, Ben Kodicek, age 7, of Crown Point, served as the inspiration from his father Matt, a Crown Point City Firefighter, for Ben’s Blue Bags, a bag containing sensory stimulation items that help to deescalate Autistic and special needs patients during an over-stimulation emergency; and,

Whereas, The Town of Merrillville and the Merrillville Fire Department would like to recognize the great work being done by Ben’s Blue Bag program and we would like to thank Matt and Ben personally and inspire them to continue with this great work.

Now, therefore be it resolved, that the Town Council of the Town of Merrillville, Indiana and the Merrillville Fire Department, does hereby congratulate the Ben’s Blue Bag program and proclaim that our Merrillville Fire Department and Police Department will continue to equip all emergency vehicles with the sensory stimulation bags to ease stress for persons with ASD during a traumatic time during an emergency and both departments will be fully training on the proper use of this valuable tool.

Signed by the following Town Council members and attested to by the Clerk-Treasurer, this 25th day of April, 2023.

Rick Bella, Council President

Margaret Uzelac, Councilwoman

Donald Spann, Councilman

Shawn Michael Pettit, Councilman

Richard Hardaway, Council Vice President

Leonard White, Councilman

Jeff Minchuk, Councilman

ATTEST:

Kelly White Gibson, Clerk-Treasurer



ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - APRIL 25, 2023 TC MEETING

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General Form No. 364 (1997) APVREGISTER_SUM.FRX

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| Check Date | Vendor | Name of Claimant | Office Department | Amount of Voucher | Amount Allowed | Warrant | Check/ Memorandum (See Note (2) Above) |
|------------|--------|----------------------------|-------------------------|-------------------|----------------|---------|--|
| // | 673 | CARD SERVICE CENTER | GENERAL/TOWN ADMIN | 137.80 | | | CLEAN UP AWARD |
| // | 1153 | MY FLEET CENTER.COM | GENERAL/REPAIRS TO | 52.96 | | | OIL CHANGE HG137845 |
| // | 470 | VERIZON WIRELESS | PNR/TELEPHONE | 41.56 | | | SVC 2/24-3/23 PK's CELLS |
| // | 721 | ADVANCE AUTO PART | FD/REPAIR PARTS | 17.00 | | | OIL FILTER & OIL FOR UNIT #7022 |
| // | 1175 | AMAZON CAPITAL SERVICES | GENERAL/FREIGHT | 6.99 | | | RETURN SHIPPING |
| // | 673 | CARD SERVICE CENTER | GENERAL/TOWN ADMIN | 22.00 | | | CREW CAR WASH |
| // | 1206 | KOPKA PINKUS & DOLIN, PC | GENERAL/ATTORNEY | 9100.00 | | | MISC TOWN MATTERS |
| // | 1315 | MENARDS | LRS/G&M SUPPLIES | 61.29 | | | CLEANER |
| // | 1153 | MY FLEET CENTER.COM | GENERAL/REPAIRS TO | 24.98 | | | OIL CHANGE GGA96720 |
| // | 470 | VERIZON WIRELESS | LRS/TELEPHONE | 83.12 | | | SVC 2/24-3/23 PW's CELLS |
| // | 721 | ADVANCE AUTO PART | FD/REPAIR PARTS | 184.95 | | | DIEHARD BATTERY, CORE FOR LIGHT |
| // | 1175 | AMAZON CAPITAL SERVICES | GENERAL/OTHER | 166.54 | | | LAPTOP BAGS, HOLE PUNCH FOR ID'S |
| // | 673 | CARD SERVICE CENTER | GENERAL/SUBSCRIPTION | 29.00 | | | TIMES |
| // | 106 | HINCKLEY SPRINGS | GENERAL/FREIGHT | 12.99 | | | FREIGHT |
| // | 1206 | KOPKA PINKUS & DOLIN, PC | GENERAL/ATTORNEY | 4672.50 | | | TC |
| // | 1315 | MENARDS | PNR/REPAIR PARTS | 120.16 | | | SUPPLIES |
| // | 1320 | MIDWESTERN ELECTRIC | LRS/CONTRACTUAL | 5655.72 | | | MAINTENANCE APRIL THRU JUNE |
| // | 1153 | MY FLEET CENTER.COM | GENERAL/REPAIRS TO | 64.98 | | | OIL CHANGE EGA38390 |
| // | 470 | VERIZON WIRELESS | GENERAL/TELEPHONE | 83.12 | | | SVC 2/24-3/23 TA's CELLS |
| // | 132 | ADCO PREVENTIVE SECURITY | GENERAL/TELEPHONE | 87.00 | | | QUARTERLY ALARM- TRAINING |
| // | 721 | ADVANCE AUTO PART | FD/REPAIR PARTS | 265.44 | | | PEAK ANTIFREEZE |
| // | 1175 | AMAZON CAPITAL SERVICES | GENERAL/OTHER | 79.94 | | | CASE |
| // | 822 | BOSAK MOTORS OF | MISS ST TIF/OTHER EQUIP | 41746.25 | | | SQUAD CARS |
| // | 673 | CARD SERVICE CENTER | GENERAL/SUBSCRIPTION | 37.00 | | | CHICAGO TRIBUNE |
| // | 1230 | CINTAS CORPORATION 2 | PNR/JANITORIAL | 770.00 | | | JANITORIAL SUPPLIES |
| // | 420 | DELTA III, INC. | SW/CONTRACTUAL SERV | 1800.00 | | | SW R&R RD CULVERT ON 83RD & |
| // | 802 | HELLMAN'S TIRE SERVICE | LRS/TIRES | 42.95 | | | DEMOUNT & MOUNT |
| // | 106 | HINCKLEY SPRINGS | GENERAL/OTHER | 3.99 | | | PREVIOUS BALANCE |
| // | 64 | INDIANA OFFICE OF | GENERAL/IDACS | 150.31 | | | IT NETWORK ACCESS FOR OCTOBER |
| // | 1206 | KOPKA PINKUS & DOLIN, PC | GENERAL/ATTORNEY | 210.00 | | | BZA |
| // | 51 | LINDCO EQUIPMENT SALES | LRS/FREIGHT | 781.73 | | | FREIGHT CHARGES |
| // | 669 | MATTHEW A REYNOLDS | PNR/SECURITY | 105.00 | | | |
| // | 1315 | MENARDS | PNR/REPAIR PARTS | 208.38 | | | SUPPLY PARTS |
| // | 1153 | MY FLEET CENTER.COM | GENERAL/REPAIRS TO | 108.96 | | | OIL CHANGE #HGA77146 |
| // | 232 | NEXTHILL CAPITAL PARTNERS, | GENERAL/CLOTHING | 498.00 | | | NEW HIRE UNIFORMS #380 |
| // | 1401 | NIPSCO | FD/GAS & ELECTRIC | 463.04 | | | GAS/ELECTRIC AT HQ |
| // | 237 | NORTHWEST INDIANA AUTO | GENERAL/REPAIRS TO | 360.72 | | | BRAKES & ROTORS GGA96720 |
| // | 868 | RUSH TRUCK CENTERS | SW/REPAIRS TO | 262.56 | | | SW REPAIR PARTS-BATTERY |
| // | 831 | T-MOBILE USA, INC | GENERAL/INVEST. | 25.00 | | | PING 2/21/23-2/25/23 22ME03822 |
| // | 470 | VERIZON WIRELESS | GENERAL/TELEPHONE | 2704.69 | | | SVC 2/24-3/23 PD |

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

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General Form No. 364 (1997) APVREGISTER_SUM.FRX

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|------------|--------|----------------------------|-------------------------|-------------------|----------------|---------|---------------------------------------|
| // | 254 | VERMEER-ILLINOIS, INC | LRS/G&M SUPPLIES | 741.97 | | | CHIPPER'S KNIFE'S |
| // | 129 | ACE HARDWARE | SW/REPAIRS TO | 75.75 | | | SW MISC PARTS/NUTS/BOLTS |
| // | 132 | ADCO PREVENTIVE SECURITY | GENERAL/TELEPHONE | 87.00 | | | QUARTERLY ALARM- SUB STATION |
| // | 721 | ADVANCE AUTO PART | FD/REPAIR PARTS | 50.90 | | | RAIN-X SILICONE |
| // | 1175 | AMAZON CAPITAL SERVICES | SW/OTHER EQUIPMENT | 685.25 | | | SW CAMERAS, SD CARDS, SIGNAGE, |
| // | 314 | AMERICAN COMPLETE AUTO | GENERAL/REPAIRS TO | 2409.69 | | | IGN. COILS, O2 SENOSER PURGE |
| // | 100 | AMERICAN VALUATION | FD/CONTRACTUAL | 500.00 | | | FULL APPRAISAL OF PROPERTY AT 20 |
| // | 867 | BAKOS AND RICHARDS | GENERAL/CONT SVCS IT | 3030.57 | | | NEW COMPUTER SETUP CLRKS |
| // | 561 | BLOOMFIELD MECHANICAL | GENERAL/REPAIRS TO | 313.00 | | | HEATER REPAIRS |
| // | 822 | BOSAK MOTORS OF | MISS ST TIF/OTHER EQUIP | 41748.25 | | | SQUAD CARS |
| // | 123 | BRYAN CHOVANEC | FD/WELLNESS PROGRAM | 197.00 | | | GYM MEMBERSHIP REIMBURSEMENT |
| // | 673 | CARD SERVICE CENTER | GENERAL/SUBS. & DUES | 57.91 | | | MICROSOFT 365 |
| // | 40 | CHAS REILLY | GENERAL/CONT SVCS IT | 400.00 | | | CONTENT MGR |
| // | 519 | CHRISTOPHER BURKE | SW/CONTRACTUAL SERV | 3935.12 | | | SW HAYES FARM DRNG |
| // | 1230 | CINTAS CORPORATION 2 | PNR/JANITORIAL | 560.00 | | | JANITORIAL SUPPLIES |
| // | 43 | COASTAL VALLEY WATER CO. | GENERAL/CONTRACTUAL | 112.50 | | | WATER |
| // | 776 | COMCAST | FD/TELEPHONE | 1730.68 | | | INTERNET& PHONE AT ALL |
| // | 102 | DAVID PERRY | FD/WELLNESS PROGRAM | 247.00 | | | GYM MEMBERSHIP REIMBURSEMENT |
| // | 662 | DAVID ANTHONY DEGARD | PNR/SECURITY | 210.00 | | | SECURITY |
| // | 364 | DAVID BARRON | PNR/SECURITY | 525.00 | | | SECURITY |
| // | 420 | DELTA III, INC. | SW/CONTRACTUAL SERV | 1800.00 | | | SW R&R RD CULVERT ON MARSHALL & |
| // | 641 | DOUBLE-A SAFETY AND | FD/BUILDING SUPPLIES | 77.00 | | | MISC. SAFETY SUPPLIES FOR |
| // | 1097 | FIRECOM | CUML FIRE | 5296.06 | | | MISC. RADIO EQUIPMENT + FRT |
| // | 722 | GATEWAY BUSINESS | GENERAL/EQUIP. MTCE. | 1163.00 | | | COPIER MAINTENANCE |
| // | 956 | GOTO TECHNOLOGIES USA, | FD/SUBS & DUES | 192.00 | | | GO TO MEETING BUSINESS ANNUAL |
| // | 712 | GRUEL BROS., INC. | LRS/REPAIR PARTS | 23.99 | | | MULCHING BLADE |
| // | 802 | HELLMAN'S TIRE SERVICE | PNR/REPAIR PARTS | 173.09 | | | REPAIR PARTS |
| // | 751 | HIGGINS OVERHEAD DOOR, | SW/CONTRACTUAL SERV | 1919.50 | | | SW OVERHEAD GARAGE DOOR |
| // | 106 | HINCKLEY SPRINGS | GENERAL/OTHER | 38.94 | | | WATER AND COOLER RENTAL |
| // | 887 | HOOSIER DIESEL AND OFF | FD/REPAIR PARTS | 5538.94 | | | SERVICE-PARTS, LABOR & SUPPLIES |
| // | 391 | HOWARD'S TREE SERVICE | SW/CONTRACTUAL SERV | 1600.00 | | | SW TREE REMOVAL 6401 E 85TH CT |
| // | 700 | INDIANA AMERICAN WATER | GENERAL/WATER | 60.28 | | | WATER PW |
| // | 701 | INDIANA DEPARTMENT OF | GENERAL/UNEMPLOYMEN | 1950.00 | | | KHALIL BUCANAN UNEMPLOYMENT |
| // | 135 | INDIANA DEPT OF | MV/UNEMPLOYMENT | 846.64 | | | U/E FOR ANDREW DELUCA |
| // | 177 | INDIANA DEPT. OF | LRS/GASOLINE | 180.00 | | | TANK FEE |
| // | 64 | INDIANA OFFICE OF | GENERAL/IDACS | 150.31 | | | IT NETWORK ACCESS FOR MARCH |
| // | 903 | IUPPS | LRS/CONTRACTUAL | 735.30 | | | MARCH LOCATE TICKETS |
| // | 1140 | JAMES LILLEY | FD/WELLNESS PROGRAM | 129.00 | | | reimbursement for gym membership |
| // | 101 | JAMES MEYER & ASSOC., P.C. | SW/ATTORNEY FEES | 300.00 | | | SW PROFESSIONAL LEGAL |
| // | 179 | JEFF JURCAK | FD/WELLNESS PROGRAM | 295.00 | | | GYM MEMBERSHIP REIMBURSEMENT |

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TOWN OF MERRILLVILLE

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|------------|--------|----------------------------|-------------------------|-------------------|----------------|---------|---------------------------------------|
| // | 109 | JEFF MINCHUK | GENERAL/TOWN ADMIN | 244.55 | | | FOOD FOR STORM WORKERS |
| // | 21 | JOE E. FISH | SW/REPAIRS TO | 308.83 | | | SW CAR WASH SUPT |
| // | 1206 | KOPKA PINKUS & DOLIN, PC | BDWY TIF/CONTRACTUAL | 2117.50 | | | RDC |
| // | 166 | LAKE COUNTY TREASURER | GENERAL/UNAPPROPRIAT | 584.00 | | | COUNTY COURT COSTS FOR MARCH |
| // | 51 | LINDCO EQUIPMENT SALES | SW/REPAIRS TO | 4809.81 | | | SW REPAIR PART- 80 MP CIRCUIT |
| // | 669 | MATTHEW A REYNOLDS | PNR/SECURITY | 315.00 | | | |
| // | 493 | MATTHEW LAKE | SW/REPAIRS TO | 199.43 | | | SW OIL CHANGE EX DIR |
| // | 34 | MAVIS TIRE SUPPLY LLC | SW/REPAIRS TO | 220.94 | | | SW OIL CHANGE- SUPT |
| // | 1315 | MENARDS | PNR/REPAIR PARTS | 480.00 | | | SUPPLIES |
| // | 73 | MICHAEL MAHY | SW/OTHER EQUIPMENT | 13.64 | | | SW REIMBURSEMENT FOR HEAT |
| // | 1153 | MY FLEET CENTER.COM | GENERAL/E.M.A. REPAIRS | 121.93 | | | OIL CHANGE EMA - DGA31258 |
| // | 1380 | McCANN INDUSTRIES, INC. | LRS/REPAIR PARTS | 121.77 | | | HYDRAULIC |
| // | 232 | NEXTHILL CAPITAL PARTNERS, | GENERAL/CLOTHING | 5208.75 | | | NEW HIRE UNIFORMS #232 |
| // | 653 | NICK BERZAC | PNR/SECURITY | 280.00 | | | SECURITY |
| // | 1401 | NIPSCO | FD/GAS & ELECTRIC | 5294.67 | | | GAS/ELECTRIC AT ALL STATIONS |
| // | 237 | NORTHWEST INDIANA AUTO | GENERAL/REPAIRS TO | 478.36 | | | BRAKES & ROTORS #123 |
| // | 1203 | NORTHWEST INDIANA AUTO | GENERAL/REPAIRS TO | 19.52 | | | FIRE INSPECTOR CAR REPAIR |
| // | 237 | NORTHWEST INDIANA AUTO | LRS/REPAIR PARTS | 200.62 | | | STOCK PARTS |
| // | 585 | NWI EMERGENCY | POLICE EQUIP/REPAIRS | 470.00 | | | UPFIT RAM & EXPEDITION (314 & 334) |
| // | 1506 | ORKIN EXTERMINATING | GENERAL/CONTRACTUAL | 131.99 | | | PEST CONTROL |
| // | 347 | PAMPALONE INSURANCE | GENERAL/INSURANCE | 90.00 | | | THEFT ENDORSMENT |
| // | 88 | PHILIP JAMES MASON | PNR/SECURITY | 280.00 | | | SECURITY |
| // | 432 | RIED'S FIRE & SAFETY | CUML FIRE EQPT/BLDG | 192.50 | | | SERVICE FIRE SUPPRESSION SYSTEM |
| // | 185 | ROBERT BERNA | FD/WEELNESS PROGRAM | 161.00 | | | RE-IMBURSEMENT FOR GYM |
| // | 112 | RUNNION EQUIPMENT | LRS/REPAIRS TO | 15441.99 | | | REPAIRS TO BUCKET TRUCK |
| // | 868 | RUSH TRUCK CENTERS | SW/REPAIRS TO | 915.28 | | | SW REPAIR PARTS-BATTERY |
| // | 67 | SIRCHIE ACQUISITION | GENERAL/B OF I SUPPLIES | 39.00 | | | FINGERPRINT PADS |
| // | 550 | STANDARD EQUIPMENT | SW/DRAINAGE SUPPLIES | 216.83 | | | SW- MISC PARTS- BALL VALVES , 3 " Y |
| // | 563 | STAPLES BUSINESS CREDIT | FD/BUILDING SUPPLIES | 315.51 | | | MISC SUPPLIES |
| // | 435 | SUNBELT RENTALS, INC. | PNR/REPAIR PARTS | 928.45 | | | RENTAL REPAIR |
| // | 87 | SUTTON FORD INC | MISS ST TIF/OTHER EQUIP | 313327.00 | | | SQUAD CAR |
| // | 831 | T-MOBILE USA, INC | GENERAL/INVEST. | 50.00 | | | PHONE PING 23ME03734 |
| // | 2032 | TERPSTRA'S SALES & | PNR/REPAIR PARTS | 1599.90 | | | REPAIR PARTS |
| // | 680 | TERRENCE MICHAEL | PNR/SECURITY | 280.00 | | | SECURITY |
| // | 2022 | THE WRIGHT AGENCY | PPF-25/OFFICIAL BONDS | 105.00 | | | CURTIS MINCHUK SEC. BOND |
| // | 679 | TRANSUNION RISK AND | GENERAL/TELEPHONE | 183.20 | | | TLO MARCH 2023 |
| // | 470 | VERIZON WIRELESS | GENERAL/HDWE.-SOFTWA | 144.72 | | | SVC 2/24-3/23 PD's HOT SPOTS |
| // | 254 | VERMEER-ILLINOIS, INC | LRS/FREIGHT | 65.74 | | | SHIPPING/FREIGHT |
| // | 103 | W.E.F. ENTERPRISES, INC. | POLICE EQUIP/REPAIRS | 1209.99 | | | REPAIR TO 210'S CAR (SEAT) |
| 04/13/2023 | 1411 | NEW YORK LIFE | PAYROLL - NEW YORK | 46.41 | 46.41 | 24129 | MONTHLY EMPLOYEE PREMIUMS |

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

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|------------|--------|-------------------------|-------------------------|-------------------|----------------|---------|---------------------------------------|
| 04/13/2023 | 650 | TRUSTMARK VOLUNTARY | PAYROLL - TRUSTMARK | 947.53 | 947.53 | 24130 | EMPLOYEE PREMIUMS |
| 04/13/2023 | 274 | ALLSTATE | PAYROLL - ALLSTATE | 448.25 | 448.25 | 24131 | MONTHLY EMPLOYEE PREMIUMS |
| 04/13/2023 | 1196 | UNITED HEALTHCARE | FD/HEALTH, LIFE, AD&D | 203162.20 | 203162.20 | 24132 | FD APRIL 2023 PREMIUM |
| 04/13/2023 | 2104 | NATIONWIDE RETIREMENT | PAYROLL - DEFERRED | 5449.38 | 5449.38 | 24133 | EMPLOYEE DEPOSITS APRIL 14, 2023 |
| 03/31/2023 | 475 | BLOOMINGTON FORD, INC | MISS ST TIF/OTHER EQUIP | 49087.25 | 49087.25 | 60215 | SQUAD CARS |
| 04/05/2023 | 776 | COMCAST | SW/TELEPHONE | 154.64 | 154.64 | 60442 | SW SERVICES APR 5, 2023 TO MAY 4, |
| 04/05/2023 | 700 | INDIANA AMERICAN WATER | SW/WATER & SEWER | 59.81 | 59.81 | 60443 | SW SERVICES FEB 25 TO MAR 27 2023 |
| 04/05/2023 | 546 | DAN BROWN | GENERAL/INSPECTORS | 3325.00 | 3325.00 | 60475 | 133 INSPECTIONS IN THE MONTH OF |
| 04/12/2023 | 627 | JOI WHITESIDE | GENERAL/COPIER LEASE | 96.50 | 96.50 | 60526 | PASSPORT STAMPS 10X9.65 |
| 04/12/2023 | 1175 | AMAZON CAPITAL SERVICES | FD/BUILDING SUPPLIES | 79.11 | 79.11 | 60527 | 5X8 AMERICAN FLAG |
| 04/12/2023 | 776 | COMCAST | FD/TELEPHONE | 21.13 | 21.13 | 60528 | CABLE AT STATION #74 |
| 04/12/2023 | 565 | MATTIE M. COLLINS | GENERAL/CONTRACTUAL | 961.54 | 961.54 | 60529 | CONTRACTUAL PAY |
| 04/12/2023 | 830 | ORALIA SANTOS | GENERAL/CONTRACTUAL | 800.00 | 800.00 | 60530 | CONTRACTUAL PAY |
| 04/12/2023 | 627 | JOI WHITESIDE | PNR/UNAPPROPRIATED | 300.94 | 300.94 | 60531 | RENTAL REFUND |
| 04/12/2023 | 99999 | TIA MURRAY | PNR/UNAPPROPRIATED | 428.00 | 428.00 | 60532 | RENTAL REFUND |
| 04/12/2023 | 700 | INDIANA AMERICAN WATER | GENERAL/WATER | 53.13 | 53.13 | 60533 | NORTH STATION WATER |
| 04/12/2023 | 1506 | ORKIN EXTERMINATING | GENERAL/CONTRACTUAL | 142.98 | 142.98 | 60534 | PEST CONTROL |
| 04/12/2023 | 40 | CHAS REILLY | GENERAL/CONT SVCS IT | 950.00 | 950.00 | 60535 | MARKETING PAY |
| 04/12/2023 | 776 | COMCAST | GENERAL/TELEPHONE | 189.69 | 189.69 | 60536 | SVC 3/25-4/24 TRAINING CENTER |
| 04/12/2023 | 776 | COMCAST | GENERAL/TELEPHONE | 229.45 | 229.45 | 60537 | SVC 3/26-4/25 PD |
| 04/12/2023 | 776 | COMCAST | GENERAL/TELEPHONE | 130.76 | 130.76 | 60538 | SVC 3/29-4/28 IDACS |
| 04/12/2023 | 89 | LEGACY FOUNDATION, INC. | TOWN DONATION/BLACK | 25000.00 | 25000.00 | 60539 | SCHOLARSHIP FUND DONATION |
| 04/12/2023 | 1600 | PAYROLL FUND | GENERAL/CLERK-TREAS. | 421589.71 | 421589.71 | 60540 | CT-Clerk-treasurer |
| 04/14/2023 | 776 | COMCAST | SW/TELEPHONE | 588.65 | 588.65 | 60542 | SW 2MONTH BILL AND INSTALL FEE |
| 04/14/2023 | 776 | COMCAST | FD/TELEPHONE | 42.31 | 42.31 | 60543 | CABLE AT HQ |
| 04/14/2023 | 1401 | NIPSCO | SW/GAS & ELECTRIC | 635.00 | 635.00 | 60544 | SW ACTUAL READ 4-5-23, 29 DAYS |
| 04/14/2023 | 417 | PHIL & SON, INC. | FD/CONTRACTUAL | 863.80 | 863.80 | 60545 | HOSTING SERVICES AT HQ |
| 04/14/2023 | 166 | LAKE COUNTY TREASURER | SW/REFUNDS | 324.00 | 324.00 | 60546 | SW LAKE CO STORMWATER FEE |
| 04/14/2023 | 1175 | AMAZON CAPITAL SERVICES | CUML FIRE EQPT/OTHER | 640.67 | 640.67 | 60547 | CRUCIAL RAM, STYLUS, DOCKING |
| 04/14/2023 | 77 | REGINALD FORSTER JR. | PNR/MARKETING & | 1000.00 | 1000.00 | 60548 | CONTRACTED MARKETING |
| 04/14/2023 | 673 | CARD SERVICE CENTER | PNR/MARKETING & | 4102.73 | 4102.73 | 60549 | VIDEO MARKETING |
| 04/14/2023 | 82 | SOUNDS COOL LIVE AUDIO | PNR/MARKETING & | 2000.00 | 2000.00 | 60550 | CONTRACT MARKETING - |
| 04/14/2023 | 76 | V SOUNDS, LLC | PNR/MARKETING & | 4000.00 | 4000.00 | 60551 | CONTRACT MEDIA MARKETING |
| 04/14/2023 | 74 | GEORGE NIKSCH | PNR/MARKETING & | 1600.00 | 1600.00 | 60552 | CONTRACT VIDEO MARKETING |
| 04/14/2023 | 80 | SPORTS IMPORTS, INC | PNR/CONTRACTUAL | 31940.20 | 31940.20 | 60553 | CONTRACTUAL - SUPPLIES |
| 04/14/2023 | 1197 | US BANK | GENERAL/COPIER LEASE | 1654.88 | 1654.88 | 60554 | CLERKS COPIER LEASE |
| 04/14/2023 | 986 | AMERICAN EXPRESS | GENERAL/TRAVEL | 2829.14 | 2829.14 | 60555 | HOTEL FOR 301 CLASS |
| 04/14/2023 | 91 | PAUL HAIRLSON | PNR/MARKETING & | 500.00 | 500.00 | 60556 | CONTRACT MARKETING |
| 04/14/2023 | 705 | TOWN OF MERRILLVILLE | COMM CTR | 500000.00 | 500000.00 | 60557 | TRANSFER OF MONIES |
| 04/14/2023 | 99999 | HEARTLAND STORAGE | GENERAL/UNAPPROPRIAT | 155.00 | 155.00 | 60558 | OVERPYMT ON BUSINESS LICENSE |

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

NOTES:(1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.
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Page 5 of 5 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) |
|-------------------|--------|-----------------------------|---------------------------|-------------------|----------------|---------|---------------------------------------|
| 04/19/2023 | 776 | COMCAST | PNR/TELEPHONE | 523.63 | 523.63 | 60559 | PHONE |
| 04/19/2023 | 1227 | COMCAST | PNR/TELEPHONE | 952.45 | 952.45 | 60560 | INTERNET BILL |
| 04/19/2023 | 602 | WASTE MANAGEMENT OF | PARKS/CONTR. SERVICE | 270.00 | 270.00 | 60561 | WASTE-TRASH |
| 04/19/2023 | 1175 | AMAZON CAPITAL SERVICES | GENERAL/COPIER LEASE | 116.96 | 116.96 | 60562 | BROTHER TN 450 (2PK) |
| 04/05/2023 | 137 | BERNARD HEALTH, LLC | GENERAL/HEALTH, LIFE & | 337.75 | 337.75 | 147690 | ALPINE BERNIE BILL - APR 2023 |
| 04/11/2023 | 371 | PAYMENTGATEWAY | GENERAL/CONTRACTUAL | 158.96 | 158.96 | 147723 | MERCHANT BANKCARD BILLING |
| 04/13/2023 | 739 | CENTIER BANK | PAYROLL - NET SALARIES | 294951.16 | 294951.16 | 147735 | NET SALARIES FOR 4/14/23 PAYDAY |
| 04/13/2023 | 739 | CENTIER BANK | PAYROLL - FEDERAL | 72572.34 | 72572.34 | 147736 | 941 AUTO/DIRECT 4/14/23 PAYDAY |
| 04/13/2023 | 917 | INDIANA CHILD SUPPORT | PAYROLL - COURT | 2009.82 | 2009.82 | 147737 | CHILD SUPPORT FOR 4/14/23 PAYDAY |
| 04/13/2023 | 739 | CENTIER BANK | PAYROLL - STATE | 54608.69 | 54608.69 | 147738 | AUTO DEBIT FOR MARCH 2023 |
| 04/14/2023 | 725 | GENERAL FUND | LOIT CREDIT/TRANSFERS | 235295.84 | 235295.84 | 147784 | CREDIT TRANSFER TO GENERAL FUND |
| 04/18/2023 | 1630 | IN Public Retirement System | FIRE PENSION-PERF | 9855.44 | 9855.44 | 147815 | FIRE PERF FOR 3/31/2023 |
| 04/18/2023 | 1630 | IN Public Retirement System | FIRE PENSION-PERF | 9855.44 | 9855.44 | 147816 | FIRE PERF FOR 4/14/2023 |
| 04/18/2023 | 1630 | IN Public Retirement System | POLICE PENSION - P.E.R.F. | 45865.00 | 45865.00 | 147817 | POLICE PERF FOR 3/31/2023 PAYDAY |
| 04/18/2023 | 1630 | IN Public Retirement System | POLICE PENSION - P.E.R.F. | 45865.00 | 45865.00 | 147818 | POLICE PERF FOR 4/14/2023 PAYDAY |
| 04/18/2023 | 1630 | IN Public Retirement System | PAYROLL - SW PERF | 20197.59 | 20197.59 | 147819 | SW PERF FOR 3/31/2023 PAYDAY |
| 04/18/2023 | 1630 | IN Public Retirement System | PAYROLL - SW PERF | 21974.46 | 21974.46 | 147820 | SW PERF FOR 4/14/2023 PAYDAY |
| 04/18/2023 | 1630 | IN Public Retirement System | PAYROLL - RETIREMENT | 1323.00 | 1323.00 | 147821 | CIVIL PERF FOR WILLIAMS AND EARLS |
| Checks: 0- 147821 | | | | 2591742.00 | 2083261.32 | | |

ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

TOWN OF MERRILLVILLE

GOVERNMENTAL UNIT

AGENCY

APV Register Batch - ARP APRIL 25, 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.
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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) |
|------------|--------|--------------------------|----------------------|----------------------|-------------------|---------|--|
| / / | 87 | SUTTON FORD INC | ARP/OTHER EQUIPMENT | 89522.00 | | | 2023 FORD EXPLORER |
| / / | 1147 | PROVEN BUSINESS SYSTEMS, | ARP/CONTRACTUAL | 9450.00 | | | IT SVC FOR MONTH OF MAY |
| / / | 87 | SUTTON FORD INC | ARP/OTHER EQUIPMENT | 134283.00 | | | SQUAD CARS 2023 FORD EXPLORER |
| / / | 519 | CHRISTOPHER BURKE | ARP/CONTRACTUAL | 2070.00 | | | SW HICKORY RIDGE FD CNTRL |
| / / | 637 | DENNIS J DOBROLECKI | ARP/BLDG MAINT | 500.00 | | | 4/3/23-4/15/23 |
| / / | 1107 | KENNETH WOODSIDE | ARP/BLDG MAINT | 750.00 | | | 4/3/23-4/15/23 |
| / / | 434 | KEOUGH MECHANICAL CORP. | ARP/OTHER EQUIPMENT | 13865.00 | | | CONTROL VALVE/BOTTLE FILLER |
| / / | 1147 | PROVEN BUSINESS SYSTEMS, | ARP/CONTRACTUAL | 9550.00 | | | IT SVC FOR MONTH OF JANUARY |
| / / | 345 | RAY TRISTAIN | ARP/BLDG MAINT | 500.00 | | | 4/3/23- 4/15/23 |
| / / | 87 | SUTTON FORD INC | ARP/OTHER EQUIPMENT | 134283.00 | | | 2023 FORD EXPLORER |
| | | Checks: 0 - 0 | | 394773.00 | | | |



Town of Merrillville
Town Council Meeting Minutes
April 11, 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 Robert Szoke of Impact Church.

PLEDGE OF ALLEGIANCE: Led by Commissioner Ward.

ROLL CALL – Roll Call was taken by Accounts Payable Secretary Angela Lewis.

Present were:

Vice-President Hardaway- (Ward 2)

Councilman Minchuk- (Ward 3)

Councilwoman Uzelac- (Ward 4)

Councilman Pettit- (Ward 6)

President Bella- (Ward 5)

Five (5) Present and Two (2) Absent Councilman Spann and Councilman White

PETITIONS, COMMUNICATIONS, ACKNOWLEDGEMENTS, AND REMONSTRATIONS:

National Child Abuse Prevention Month Proclamation read by Ellen Hennessy, President of Prevent Child Abuse Lake County.

-Councilman Minchuk gave an introduction regarding President Hennessy's career and experience.

-President Hennessy complimented the council and the Town of Merrillville for pulling together after a tumultuous week. She also stated as a member of Provincial Abuse Lake County we have a mission, and the mission is that together we will work towards a time when all children in Lake County experience a childhood in which they are safe, cared for, and loved.

-President Hennessy thanked the council for their willingness to show and help increase awareness of how important it is to protect our children.

President Hennessy read the Proclamation.

-President Bella asked Councilman Minchuk did he have a motion for the council.

-Councilman Minchuk stated that Child Abuse Prevention is something dear to his heart and he wants to make a motion to approve the National Child Abuse Prevention Month Proclamation, seconded by Vice-President Hardaway.

-No further questions or comments from the council.

-Motion carries by voice vote 5-0.

CONSENT AGENDA

Accts. Payable Register Voucher Approval for April 11, 2023.
Approval of Town Council Meeting Minutes of March 28, 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 5-0.

STANDING & SPECIAL COMMITTEES REPORTS

BUDGET & FINANCE- HARDAWAY – Vice-President Hardaway informed the council that he has no report at this time.

COUNCIL AFFAIRS- PETTIT – Councilman Pettit informed the council that he has no report at this time.

STREET DEPARTMENT- MINCHUK – Councilman Minchuk informed the council that he would like to combine the Streets Department and Public Safety Committees into one report. Councilman Minchuk elaborated on the giant storm that affect the Town of Merrillville in Lake County and how the Town's Street Department, Fire Department, and Police Department came together for the residents. The people in those departments worked long hours with very little sleep. Councilmen Minchuk thanked all of the departments.

President Bella also reiterated Councilman Minchuk's thank you to the departments.

Councilman Pettit stated that his Ward 6 and Councilman Minchuk's Ward 3 were the hardest hit by this storm. Forest Hill, Madison Mellows, Southmoor Park, and Indiana Trails had a lot of damage. The residents were happy to see the departments in their community.

Councilman Pettit thanked all of the departments.

ELECTIONS, PUBLIC RELATIONS, & TOWN BEAUTIFICATION-PETTIT- Councilman Pettit informed the council that he has nothing to report at this time.

ENVIRONMENTAL AFFAIRS- WHITE - Councilman White was absent. President Bella asked Town Manager Reardon did he have anything to report from Councilman White.

Town Manager Reardon informed the council that he has nothing to report on at this time.

PERSONNEL POLICY & EMPLOYEE BENEFITS – HARDAWAY- Vice-President Hardaway informed the council that he has nothing to report at this time.

PUBLIC SAFETY- MINCHUK- Councilman Minchuk gave his report under the Street Department section on the agenda.

ECONOMIC DEVELOPMENT-PETTIT – Councilman Pettit informed the council that he has nothing to report at this time.

PARKS & RECREATION- UZELAC – Councilwoman Uzelac informed the council that the Street Department will check the parks to make sure everything is in order. She also stated the Street and Park Departments do a respectable job keeping the lawns mowed.

Councilwoman Uzelac also stated she hasn't heard anything from Director Price regarding the roof for the shelter at Rosenbaum Park. She asked Director Price has he received any acceptable bids.

Director Price passed the question to Town Manager Reardon.

Town Manager Reardon informed the council that there was an issue with the bids. There was too much of a range in pricing. We have contacted the two companies and requested that each of them send us an itemized scope of work. We are working with our Building Commissioner on all of the details.

Town Manager Reardon also informed the council that he is confident that all of the information regarding the bids will be ready to be presented at the next council meeting.

Councilwoman Uzelac thanked Town Manager Reardon and President Bella.

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

DEAN & BARBARA WHITE COMMUNITY CENTER-MINCHUK & PETTIT – Councilman Pettit informed the council that he has nothing to report at this time.

SPECIAL PROJECTS (F & B TAX, DIVERSITY, 4TH of JULY CELEBRATION-HARDAWAY - Vice-President Hardaway informed the council that he would defer to Director Shine regarding the Juneteenth update.

Director Shine informed the council that the Juneteenth Committee has met several times, and the following are in place:

- Sponsorship Packages
- Vendor Applications

Director Shine also informed the council that poster boards are going out to the businesses and emails were sent to the businesses who participated last year. The businesses are responding to our email campaign favorably.

Director Shine informed the council that the theme for Juneteenth 2023 is Juneteenth Freedom Festival. At this festival, we will have the following:

- Black History Museum
- Kiddie Corner
- Food
- Live Music
- Community Resource Tent with partner Community Health Net

Director Shine stated that we are looking forward to the Juneteenth Celebration Freedom Festival and for anyone who would like to join the committee, the next meeting is April 18th at 5:00 pm at Town Hall. If the residents or businesses have any questions, they can contact Director Shine at the Building and Planning Department, or Payroll Administration Johnson at the Clerk's Office.

Vice-President Hardaway informed the council that Municipal Day is in the works and the committee is meeting with department heads on Wednesday, April 12th at 10:00 am to make sure the Town of Merrillville has a great Municipal Day on May 9, 2023

Vice-President Hardaway also informed the council that he and President Bella met with the Legacy Foundation. The foundation will administer the excess money left over from the Black History Celebration. The funds of \$25,000.00 will be used for scholarships. Four scholarships will be awarded in 2023. The four scholarships are as follows:

- Three (3) will go to Merrillville High School students.
- One (1) will go to an Andean High School student

The scholarships will be for \$1,000.00 each. The remaining \$21,000.00 will go into an endowment fund with a 4% interest rate. The council hopes the endowment fund will grow every year. The name of the scholarship is the Town of Merrillville Inclusive Scholarship. The council wanted to stay away from certain words to be inclusive in what we are trying to do in the Town of Merrillville.

Vice President Hardaway reiterated that the Legacy Foundation will manage all aspects of the scholarship program without any involvement from the Town of Merrillville Elected Officials and Employees on how scholarships are awarded to recipients. This is one way to ensure the integrity of the scholarship program. Hopefully, when this program rolls out this year, we'll be able to get donations every year.

President Bella stated he would entertain a motion authorizing himself to sign the fund agreement with the Legacy Foundation as long as Attorney Svetanoff agrees.

Attorney Svetanoff agreed that President Bella can sign the agreement.

Vice-President Hardaway made a motion to approve the Legacy Foundation Town of Merrillville Scholarship Fund, seconded by Councilman Pettit.

No further questions or comments from the council.

Motion carries by roll call vote 5-0.

DEPARTMENT & COMMISSION REPORTS

LAKE COUNTY SOLID WASTE MANAGEMENT-WHITE – Councilman White was absent from the meeting and no report was given.

NORTHERN INDIANA REGIONAL PLANNING COMMISSION-HARDAWAY – Vice-President Hardaway informed the council that a meeting is scheduled for next week.

STORMWATER MANAGEMENT RESOURCES-LAKE – Director Lake informed the council that the tornado that swept through the Town of Merrillville was devastating. His department has emergency maintenance contractors clearing out debris in Forest Hill and Turkey Creek taking out any blockages and leaning trees that will fall into a ditch.

Director Lake also informed the council that the Stormwater Board has agreed to solicit a proposal for right-of-way drainage for two subdivisions. The first subdivision County Club is located North of 61st Avenue and East of Taft. The other subdivision Independence Hill Third Edition is located South of US-30 and West of Taft.

Director Lake informed the council about Arbor Day which by tradition is the last Friday in April, but we can pick any day to hold this event. The Town will have to do a proclamation and we would like to partner with NIPSCO, Parks Department, and the Lions Club. We welcome any others who would like to partner with us for this event.

Director Lake also the council that the contractors have started the big drainage project at 93rd and Randolph that will help out two subdivisions in Panhandle.

SOUTHSHORE VISITORS AND CONVENTION AUTHORITY – Town Manager Reardon informed the council that a Board of Directors meeting will be held on Thursday, April 20, 2023. The council can also look for an electronic copy of the latest newsletter featuring activities throughout the county.

FIRE TERRITORY BOARD-MINCHUK – Councilman Minchuk informed the council that the next meeting will be in June.

DEPARTMENT REPORTS/TOWN MANAGER

-Director Shine informed the council that the Planning and Building Department is here to help the residents vet contractors they are using to repair the storm-damaged property. Upon request, the department will provide the residents' names of licensed contractors.

Director Shine also stated that the department will help with permits and waive the permit fees. However, inspection fees will still be charged. She warned the residents not to give contractors money unless the contractor is certified and licensed by the Town of Merrillville.

-Town Engineering Administrator Steven King informed the council that his department has been busy with storm cleanup. There is still work to be done in Forest Hills, Chapel Manor, and Madison Meadows. The residents are still bringing debris out to the street. On Sunday, he and Director Shine drove around storm-damaged subdivisions. Director Shine wrote down the names of contractors and verified they were licensed by the Town of Merrillville. He also informed the council that the Town of Highland and the Town of Munster reached out to him to offer any assistance needed

Town Engineering Administrator Steven King also informed the council that Spring cleanup has started. It started on April 10th on Monday. We have dumpsters at our facility located on 73rd Avenue that residents can bring debris and items to dispose of for Spring cleanup. The hours of operation for the facility are Monday through Friday 7:15 to 2:45. The facility will also be open for the next two Saturdays from 8:00 am to 12:00 pm.

-Councilman Minchuk informed the council that he wanted to thank Director Price and his staff for all the hard work and extra hours during and after the storm. The Dean and Barbara White Community Center served as a warming shelter on Friday and Saturday nights. Volunteers came out and went door-to-door handing out flyers informing residents about the warming shelter.

-Town Manager Reardon added that a meeting was held on April 10, 2023, with every agency involved in responding to the storm. We had representatives from the counties' Homeland Security, EMA, and Trustees Office in Ross Township. It was well attended and great dialogue occurred. We look forward to working with these agencies to improve our first response

Town Manager Reardon thanked the Parks Department, Human Resources, and Economic Development. It was rewarding to see how everyone came together as a team.

-President Bella thanked the residents of the Town of Merrillville for their patience and understanding during this difficult time. Residents kept calm and worked with Town Staff, Emergency Services, Fire Department, and the Police Department.

President Bella informed the council and audience about one scary moment. A resident couldn't be located, but later was found at a next-door neighbor's home. The Town of Merrillville was very blessed not to have any injuries or fatalities from this tornado. Our Town will prosper from this and move forward.

-Director Price informed the council that his staff gave their best and was willing to work with the team to help. The students were on spring break last week and activities are slowly picking back up this week at the Dean and Barbara White Community Center.

-Chief Nuses informed the council that lessons were learned from the storm and tornado. We were prepared, and ready, and learned that we can streamline things. We are going to work on improving and offering better Public Safety Services to the people of Merrillville.

Chief Nuses also informed the council that his department will be doing a Merrillville Community Police Meet Night on May 25, 2023, from 6:00 pm until 8:00 pm at the Dean and Barbara White Community Center. The goal of this event is to speak with the public and to show them our vehicles and equipment. There is also going to be a question-and-answer session. This is a chance to explain to the public what we do and why we do it.

Chief Nuses also stated the public is the eyes and ears of the Town of Merrillville. There are more citizens than Police Officers in the Town of Merrillville and we rely on the citizens to help us. The flyers for the Merrillville Community Police Meet Night will have a QR code. The community blitz with other Police Departments from surrounding areas is still ongoing.

Chief Nuses informed the council that Code Enforcement now a part of the Police Department has been working with Town Manager Reardon on addressing some of these homes that are eyesores in the community. He also encouraged the public to report homes that are eyesores.

-President Bella asked Town Manager Reardon did he have anything to add.

-Town Manager Reardon informed the council that he has nothing to add at this time.

GENERAL ORDERS

A. Ordinances

First Readings: (Discussion and Roll Call Vote)

None

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

Ordinance 23-12 (Discussion, Public Comment, and Roll Vote)

An Ordinance of the Town of Merrillville, Lake County, Indiana, Authorizing Additional Appropriations in the 2023 Budget-General Fund, Dept. 6 and, Authorizing a Reduction of Appropriations in the 2023 Budget-Parks Non-Reverting Fund.

Councilwoman Uzelac made a motion to approve Resolution 23-12, seconded by Councilman Pettit.

Director Price informed the council that he wants to make sure there is an understanding of what this decrease does to the Recreation Division. This decrease means we aren't doing anything in terms of programming for the rest of the year.

Director Price also informed the council that there will be only two sources of income being generated for the fiscal year 2023. The first source is the gym, and the second source is from special events. The Summer season is fast approaching, and families will be looking for things to do. We do have an event in May where families can find out what is going on; however, the question will be posed why the Parks Department doesn't have anything going on in the Town. This reduction doesn't allow us to plan for the remaining months of the year.

President Bella informed the council that this reduction won't stagnate any good ideas that come out of the Parks Department. All good ideas should be presented to the committee. If the council needs to find money to fund a specific event, let us know. This decrease doesn't mean summer activities are at a standstill.

Director Prices informed the council that the timing of the budget decrease is tough because all of the plans made will now have to be changed. Budgets allow us to plan ahead of time now we have to reassess the plans based on the budget adjustments.

President Bella stated there is no money to support the Parks Department budget.

President Bella informed the council that we will leave it to Councilman Pettit's committee to work with Director Price.

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

Motion carries by roll call vote 5-0.

Ordinance 23-13 (Discussion, Public Comment, and Roll Vote)

An Ordinance of the Town of Merrillville, Lake County, Indiana, Appropriating Additional Monies Within the Various Fire Protection Territory Funds for the Year 2023 Not Included in the Current Budget.

Councilman Pettit made a motion to approve Ordinance 23-13, seconded by Councilman Uzelac.

Councilman Minchuk informed the council that Fire Protection Territory had an unexpected repair to one of the latter trucks. This ordinance covers the cost of that repair.

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

Motion carries by roll call vote 5-0.

B. Resolutions: (Discussion and Voice Vote)

Resolutions 23-10 (Discussion and Voice Vote)

A Resolution of the Town of Merrillville, Lake County, Indiana, Authorizing a Transfer of Monies Within the Funds of the Park Department.

Councilman Pettit made a motion to approve Resolution 23-10, seconded by Councilwoman Uzelac.

No further questions or comments from the council.

Motion carries by voice vote 5-0.

Resolutions 23-11 (Discussion and Voice Vote)

A Resolution of the Town of Merrillville, Lake County, Indiana, Transferring Monies Within the 2023 Budget, -(CODE)

Councilwoman Uzelac made a motion to approve Resolution 23-11, seconded by Vice-President Hardaway.

No further questions or comments from the council.

Motion carries by voice vote 5-0.

Resolutions 23-12 (Discussion and Voice Vote)

A Resolution of the Town of Merrillville, Lake County, Indiana, Transferring Monies Within the 2023 Budget, - (CODE)

Vice-President Hardaway made a motion to approve Resolution 23-12, seconded by Councilman Pettit.

No further questions or comments from the council.

Motion carries by voice vote 5-0.

C. American Rescue Plan

AP Voucher Register Summary for ARP Purchases for April 11, 2023

Vice-President Hardaway informed the council that the ARP Voucher summary is \$5,991.25.

Vice-President Hardaway made a motion to approve ARP purchases for \$5,991.25, seconded by Councilman Minchuk.

No further questions or comments from the council.

Motion carries by voice vote 5-0.

D. BZA & LARGE GATHERING ACTIONS

None

NEW BUSINESS

None

OLD BUSINESS

None

SPECIAL PRESENTATIONS

None

ANNOUNCEMENTS:

- Plan Commission Workshop April 18th at 6:30 pm
- RDC Meeting April 25th at 6:15 pm
- Town Council Meeting April 25th at 6:30 pm

ADJOURNMENT:

Vice-President Hardaway made a motion to adjourn, seconded by Councilman Minchuk.

Motion carries by voice vote 5-0.

Meeting Adjourned.

Rick Bella, President

Kelly White Gibson, Clerk-Treasurer

Minutes Submitted By Angela Lewis

ORDINANCE 23- 14

AN ORDINANCE VACATING A PORTION OF A 40 FOOT WIDE UNIMPROVED FRONTAGE ROAD IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

WHEREAS, Indiana Land, LLC have a petition to vacate a portion of a platted unnamed Frontage Road in the Town of Merrillville, Indiana; and

WHEREAS, a Public Hearing has been held as required by Indiana code 36-7-3-12; and

WHEREAS, the Town Council of the Town of Merrillville has determined after said Public Hearing that the portion of the Frontage Road should be vacated.

NOW, THEREFORE BE IT ORDAINED, by the Town of Merrillville, to wit:

- 1 That the portion of Frontage Road legally described and depicted on **EXHIBIT "A"** attached hereto be vacated by the Town of Merrillville.

- 2 The vacation shall take effect immediately upon the recording of this Ordinance with the Recorder of Lake County and shall be delivered to the Auditor of Lake County for posting to the Auditor's records.

PASSED AND ADOPTED by the Town Council of the Town of Merrillville, Lake County, Indiana, this ____ day of _____, 2023

COUNCIL MEMBERS OF THE TOWN OF MERRILLVILLE

Rick Bella, President

Margaret Uzelac

Donald Spann

Shawn Pettit

Richard Hardaway

Leonard White

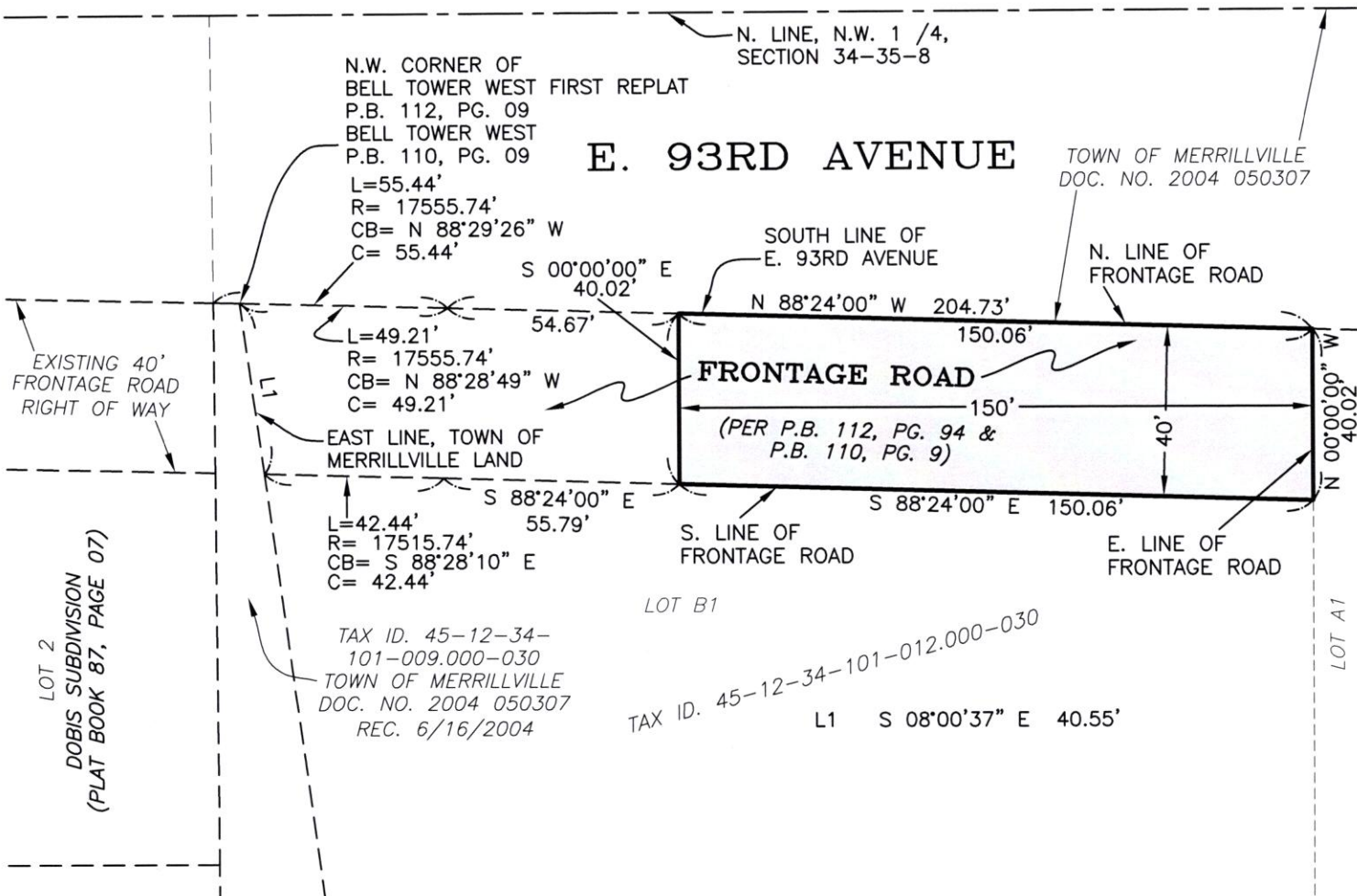
Jeffrey Minchuk

Attest:

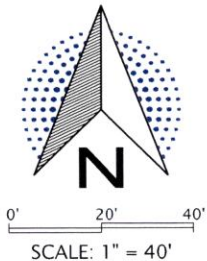
Kelly White Gibson, Merrillville Clerk Treasurer

FRONTAGE ROAD VACATION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING THE EAST 150 FEET OF THE PLATTED 40 FOOT WIDE FRONTAGE ROAD IN BELL TOWER WEST FIRST REPLAT, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 112, PAGE 94 AS DOCUMENT NUMBER 2019-075450 (FORMERLY IN BELL TOWER WEST, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 110, PAGE 09 AS DOCUMENT NUMBER 2017-023456) ALL IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA .



Reference Name: MISSNER
Survey Job No: S22-17
Drawn By: DAR
Date: 2/16/23
/22-17/Final Plat.DWG
Sec. 34-35-8
Lake County, IN



J. H. E. B.

THIS DRAWING IS NOT INTENDED TO
BE REPRESENTED AS A RETRACEMENT
OR ORIGINAL BOUNDARY SURVEY,
OR A SURVEYOR LOCATION REPORT.

DVG TEAM, Inc
1155 Troutwine Road
Crown Point, IN 46307
Phone:(219) 662-7710
Fax:(219) 662-2740
www.dvgteam.com



**PETITION TO VACATE EASEMENT, STREET, AND/OR ALLEY LOCATED IN THE
TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA**

**TO: Town Council
Town of Merrillville**

The undersigned petitioner represents as follows:

1. That they own or are interested in a lot or part of a lot in the Town of Merrillville and want to vacate all or part of a frontage road in or contiguous to a lots or part of a lot described as follows:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING THE EAST 150 FEET OF THE PLATTED 40 FOOT WIDE FRONTAGE ROAD IN BELL TOWER WEST FIRST REPLAT, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 112, PAGE 94 AS DOCUMENT NUMBER 2019-075450 (FORMERLY IN BELL TOWER WEST, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 110, PAGE 09 AS DOCUMENT NUMBER 2017-023456) ALL IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA .

2. That the circumstances of the care requiring the vacation of said lot or part of a lot are as follows:

The portion of the unimproved frontage road being vacated is not needed for the new proposed site plan for the parcel as it currently impedes the proposed improvements.

3. That the names and addresses of all owners of land that abut the property to be vacated are:

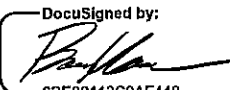
First National Bank of Illinois Tr #6079 5201 Foundation Drive, Suite A
Crown Point, IN 46307

Indiana Land 11 LLC 1700 W Higgins Road Suite 400
Des Plaines, IN 60018

Town of Merrillville 7820 Broadway
Merrillville, IN 46410

4. Your petitioner requests that the Town Council of the Town of Merrillville pursuant to I.C. 36-7-3-12 give notice and hold a public hearing on this petition and grant such a vacation.

Indiana Land 11 LLC 1700 W Higgins Road, Suite 400
Des Plaines, IL 60018

DocuSigned by:

8BE82113C0AE440
Petitioner (Signature)

Barry Missner
Printed Name

ORDINANCE NO: 23-15

**AN ORDINANCE OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA
APPROPRIATING ADDITIONAL MONIES WITHIN THE VARIOUS FIRE PROTECTION
TERRITORY FUNDS FOR THE YEAR 2023 NOT INCLUDED IN THE CURRENT BUDGET**

WHEREAS, an emergency exists for the expenditure of money, and

WHEREAS, the following sums were not included in the 2023 various Fire Protection Territory Funds, and

WHEREAS, it has become indispensably necessary in the Fire Protection Territory Funds, in order to provide for the payment of certain obligations and contractual services, to appropriate additional monies to support the 2023 Budget, and

WHEREAS, the Town Council of the Town of Merrillville, Lake County, Indiana believes it is necessary and prudent to provide for the additional appropriations,

NOW, THEREFORE BE IT ORDAINED, by the Town Council of the Town of Merrillville, Lake County, Indiana, that there is hereby appropriated and ordered funds to pay and defray expenses for the calendar year 2023, and for the purpose herein specified, the following sums:

| <u>APPROPRIATION</u> | <u>AMOUNT</u> |
|--|---------------|
| 4425010431 – Cum’l. Fire Equip./Equipment | \$140,000.00 |
| 4425010441 – Cum’l. Fire Equip./Land/ Property | \$133,500.00 |

**DULY ADOPTED AND ORDAINED THIS _____ DAY OF _____, 2023 BY THE TOWN OF
MERRILLVILLE TOWN COUNCIL, LAKE COUNTY, INDIANA.**

Rick Bella, President

Margaret Uzelac

Donald Spann

Shawn Michael Pettit

Richard Hardaway

Leonard White

Jeffery Minchuk

ATTEST:

Kelly White Gibson, Clerk-Treasurer

FIREWORKS DISPLAY AGREEMENT

This Agreement entered into this this 24 day of March, 2023 (hereinafter "Agreement") by and between Miand, Inc - d/b/a as Mad Bomber Fireworks Productions, an Indiana Corporation, of LaPorte, Indiana (hereinafter referred to as "Seller"), and the Town of Merrillville, an Indiana municipality (hereinafter referred to as "Buyer"), and Merrillville Community School Corporation, an Indiana school corporation, and Merrillville Multi-School Building Corporation, an Indiana school building corporation (hereinafter both collectively referred to as "School").

Whereas, Seller is in the business of and has substantial experience in Indiana providing fireworks displays that are viewed by large groups, in particular displays for the 4th of July, having knowledge of the equipment, supplies and materials used to put on fireworks displays in a safe and professional manner;

Whereas, Seller agrees to provide a fireworks display for the Buyer on the terms and conditions set forth in this Agreement ("Fireworks Display");

Whereas, Buyer agrees to purchase the services of Seller to provide Fireworks Display in accordance with the terms of this Agreement;

Whereas, School is the owner of Merrillville High School located at 276 E. 68th Place, Merrillville, Indiana ("High School Property"); and Buyer has requested that it be permitted to use certain property of the Merrillville High School for purposes of staging, launching and viewing the Fireworks Display;

Whereas, the Buyer and the School have entered into a License Agreement permitting the Town to use the High School Property for the purpose of having Seller present the Fireworks Display and also providing, in part, for the provision of services by the Buyer in regard to matters related to viewing the Fireworks Display, including, but not limited to, parking, traffic control, security and controlling other regulated use; and

Whereas, both the Seller and Buyer agree that the School has no obligation under this Agreement or the License Agreement to provide any services or payments to Seller, Buyer, or any third parties, it being understood that School is permitting the use of its property based upon the undertakings, representations and warranties of both Seller and Buyer.

Now, therefore, the parties agree as follows:

1. The Buyer engages the Seller for the purpose of presenting said Fireworks Display on the evening of the 3rd day of July, 2023 ("Display Date") at the High School Property, it being understood that should there be inclement weather on the Display Date - an alternate display date will be mutually agreed upon within six (6) months of the original display date by Seller, Buyer and School. Notwithstanding the foregoing, in the event that the Fireworks Display cannot occur on the Display Date, the School is under no obligation to permit the use of its property or viewing on such other date and is entitled to terminate this Agreement upon written notice to the Buyer; and, in such case, the School shall have no further obligation hereunder. Seller will comply with all applicable laws, rules, regulations and ordinances applicable to Fireworks Displays in the Town of Merrillville, Indiana, including but not limited to obtaining and fulfilling all state and local permit and or licensure requirements and approvals. Seller will have examined all explosive devices to be used for the Fireworks Display and agrees that it will not use any devices, materials

or explosives not specifically purchased by Seller, will confirm that the maximum launching distance of any device or material used will not exceed six hundred (600) feet and will not use any materials or devices which are experimental or with which Seller has not had prior experience.

2. Buyer will pay the Seller a sum of \$38,500.00 for the Fireworks Display. Upon acceptance of this Agreement, Buyer will pay a sum of \$0.00 as Earnest Money Deposit with the balance due and payable within 30 days after the Display Date. A late charge of 2 and ½ (2.5%) percent per month will be assessed on accounts not paid within thirty (30) days of Display Date. Buyer is responsible for any and all legal fees incurred in collection of unpaid debt. Under no circumstances will School be obligated for any payments to Seller or Buyer hereunder.
3. School's sole obligation to the parties is to permit use of its property on the Display Date and the following date for clean-up, as more fully described and in accordance with this Agreement and the License Agreement, with such activities limited to that portion of the High School Property as depicted on the attached Exhibit A. School shall have no other obligation, financial or otherwise, relating to the Fireworks Display.
4. The Fee for cancellation of the Fireworks Display for any reason is 40% of the purchase price if another Display Date is not provided within six months after the Display Date. Under no circumstances will School be obligated for any payments to Seller or Buyer hereunder.
5. Seller and Buyer have identified a sufficient area for the Display, including a minimum spectator set-back of 600 feet at all points from the discharge area ("Discharge Area"), as depicted on the attached "Exhibit A". Seller represents and warrants that if has expertise in the discharge of fireworks, has reviewed the High School Property and has made a determination that the Fireworks Display can be safely launched from the Display Area without the risk of damage to any buildings, dwellings, improvements or other property. Seller further represents and warrants that if the conditions on the Display Date (such as wind or other weather) could alter the foregoing representation, then it will cancel its services, and not continue with the Fireworks Display in such conditions. Also depicted on "Exhibit A" are the locations for parking and spectator viewing. Seller has viewed the parking and spectator areas and determined them to be outside of the range of any impact from fireworks launch or discharge. Additionally, the Buyer has agreed to undertake certain services as part of the License Agreement to provide security, locked fencing, or other suitable means to limit the spectator viewing locations. Buyer will provide adequate security protection to prevent spectators from entering the Discharge Area. Seller will properly identify as an area to which access will only be provided to Seller and its experienced and trained personnel will enter ("Danger Zone"). Buyer's security personnel may enter the Danger Zone as necessary to enforce the restrictions..
6. Buyer agrees to search the fallout area at first light following the Display Date. Buyer shall be responsible for collecting and properly disposing of all fireworks debris, refuse and trash from the High School Property. Seller agrees to promptly and properly remove all of its property, as well as any Fireworks Display supplies or materials that may contain explosive or other dangerous materials, and safely transport same from the High School Property.

7. Seller will terminate the Fireworks Display in the event that persons enter the secured Danger Zone or other secured areas; and Buyer is unable to secure the Danger Zone.
8. Seller agrees to provide Qualified Technicians to take charge of and present said Fireworks Display. The Qualified Technicians will be experienced and certified in discharging fireworks. Prior to the Display Date, Seller will provide to Buyer and School a list of all employees, independent contractors of other persons who will be involved on behalf of Seller in the Fireworks Display on School's property. In addition, Seller will provide documentation to School signed by all persons engaged by Seller to present the Fireworks Display, releasing the School from any and all liability associated with the Fireworks Display.
9. Seller agrees to provide and keep in force, at its sole cost and expense, General Liability/Excess Umbrella Insurance in the total amount of \$10,000,000.00, including commercial liability of \$1,000,000.00 each occurrence/\$2,000,000.00 aggregate for the benefit of both the Buyer and School, naming the Buyer and both the Merrillville Community School Corporation and the Merrillville Multi-School Building Corporation as additional insureds, on a primary non-contributory basis. The policy or policies shall provide coverage against risk for general liability, product liability, and such additional perils as may be incident to the Fireworks Display and shall contain a clause that the insurance will not be canceled without thirty (30) days notice to the School. In addition, Seller shall maintain automobile insurance coverage of \$1,000,000.00 and worker's compensation insurance in the Indiana statutory amount. All insurance companies providing the required insurance shall be admitted to do business in Indiana and shall be AM Best rated of A- or higher. The Certificates of Insurance naming the Buyer and School as additional insureds and certificate holder shall be provided to Buyer and School at least ten (10) business days prior to the Display Date, in care of the Town Manager for the Buyer and the Superintendent for the School. Under no circumstances shall any insurance provide for a reduction in coverage as a result of the amount paid by Buyer to Seller for services, it being understood that the timing or amount of payment shall have no bearing on the coverage being provided. In no event shall Seller's insurance contain a provision excluding or denying coverage on the basis that the acts of one additional insured are attributed to another additional insured.
10. Seller hereby waives all claims which arise or may arise in its favor and against the Buyer and School pursuant to this Agreement for all loss or liability covered by valid, collectible insurance policies carried by Seller, to the extent that such loss or liability is recovered under such policies. Seller hereby agrees to a waiver of subrogation as pertaining to such policies of insurance required hereunder. Due to the fact that such waiver will preclude the transfer of any such claim or right of recovery by way of subrogation (or otherwise) to an insurance company, Seller will (i) provide each insurance company that issues to its policies of insurance required by this provision notice of the terms of this waiver, and (ii) cause such policies to be properly endorsed to provide waiver of subrogation and to prevent invalidation of coverage by reason of such waiver of subrogation.
11. In the event that Seller's insurance is provided through more than one insurance company, Seller shall provide to Buyer and School an opinion from legal counsel or Indiana licensed insurance broker that the policies, when layered, in relation to claims for which excess liability coverage is sought, contain language similar enough to the underlying

general liability coverage to avoid potential gaps in coverage between the separate policies.

12. Seller retains the right to substitute product of equal or greater value in the event of a shortage or unavailability of any particular item; provided, however, that Seller has inspected the products and is familiar with its safe use.
13. Seller and Buyer agree to include attachments, if any, to Exhibit A, and attach same to this Agreement.
14. The Seller will indemnify, hold harmless, and defend the Buyer and the School, their elected officials, officers, agents, independent contractors and employees from any and all claims, suits, actions and liability of any character, arising or alleged to arise, out of injuries or damages sustained by any person, persons or property on account of or in consequence of the Fireworks Display occurring during the Seller's performance of its obligations hereunder. Further, Seller's indemnification obligations under this Agreement shall not be limited by reason of any limitation on the amount or type of damages, compensation, or benefits payable by or on behalf of Seller.
15. Neither the Town nor the School shall incur any liability to the Seller or the Seller's owners, officers, employees, agents, or independent contractors for any personal injury sustained by them while on the real property owned by the School or for any property belonging to them which may be lost, stolen or damaged while on School property, and any and all claims for such injuries or damages are waived.
16. The Seller will be responsible for paying all taxes owed for income the Seller receives from this Agreement, since the Buyer will not withhold any such taxes for the Seller and the School is not obligated to make any payment to the Seller.
17. If Seller shall fail to keep and perform any of the covenants, agreements or conditions of this Agreement on its part to be kept and performed, is no longer admitted to do business in Indiana, is adjudged bankrupt or shall make an assignment for the benefit of creditors, or is unable to maintain its insurance obligations hereunder, it shall be lawful for Buyer or School to terminate this Agreement, without notice or process of law, and Buyer's and School's obligations hereunder shall cease and terminate, subject to the right of Buyer and/or School to recover any and all damages incurred, including expenses and reasonable attorney's fees. Failure on the part of Buyer or School to avail itself of any right or remedy hereunder shall not constitute a waiver thereof as to any future default or breach by Seller. In the event of default by Seller, Buyer and School shall have the right to seek any available remedy at law or in equity. In the event of default by Buyer of the License Agreement or termination of the License Agreement prior to the Display Date, School shall be entitled to terminate this Agreement and shall have no further obligation or liability hereunder; and any right of license or use to the High School Property shall immediately terminate.
18. The Seller also acknowledges and understands that the Seller is an independent contractor in its dealings with the Buyer and the School. This Agreement is severable; and should any part hereof be declared illegal and void, the remainder shall remain in full force and

effect. Seller shall not assign, sell, transfer, convey or encumber this Agreement or its interest herein. Any notice required or authorized to be given under the terms hereof may be given by registered or certified mail, sent to the parties at the addresses noted below each parties' signature. This Agreement may be modified or amended only in writing, executed by all parties. This Agreement shall be governed by Indiana law. Venue for all purposes shall be the state courts in Lake County, Indiana.

SELLER:

MIAND, INC., d/b/a Mad Bomer Firewords Productions

By: _____

Title: _____

Address:
3999 Hupp Road
LaPorte, IN 46350

BUYER:

TOWN OF MERRILLVILLE, an Indiana municipality

By: _____

Title: _____

Address:
7820 Broadway
Merrillville, IN 46410

SCHOOL:

MERRILLVILLE COMMUNITY SCHOOL CORPORATION, an Indiana school corporation

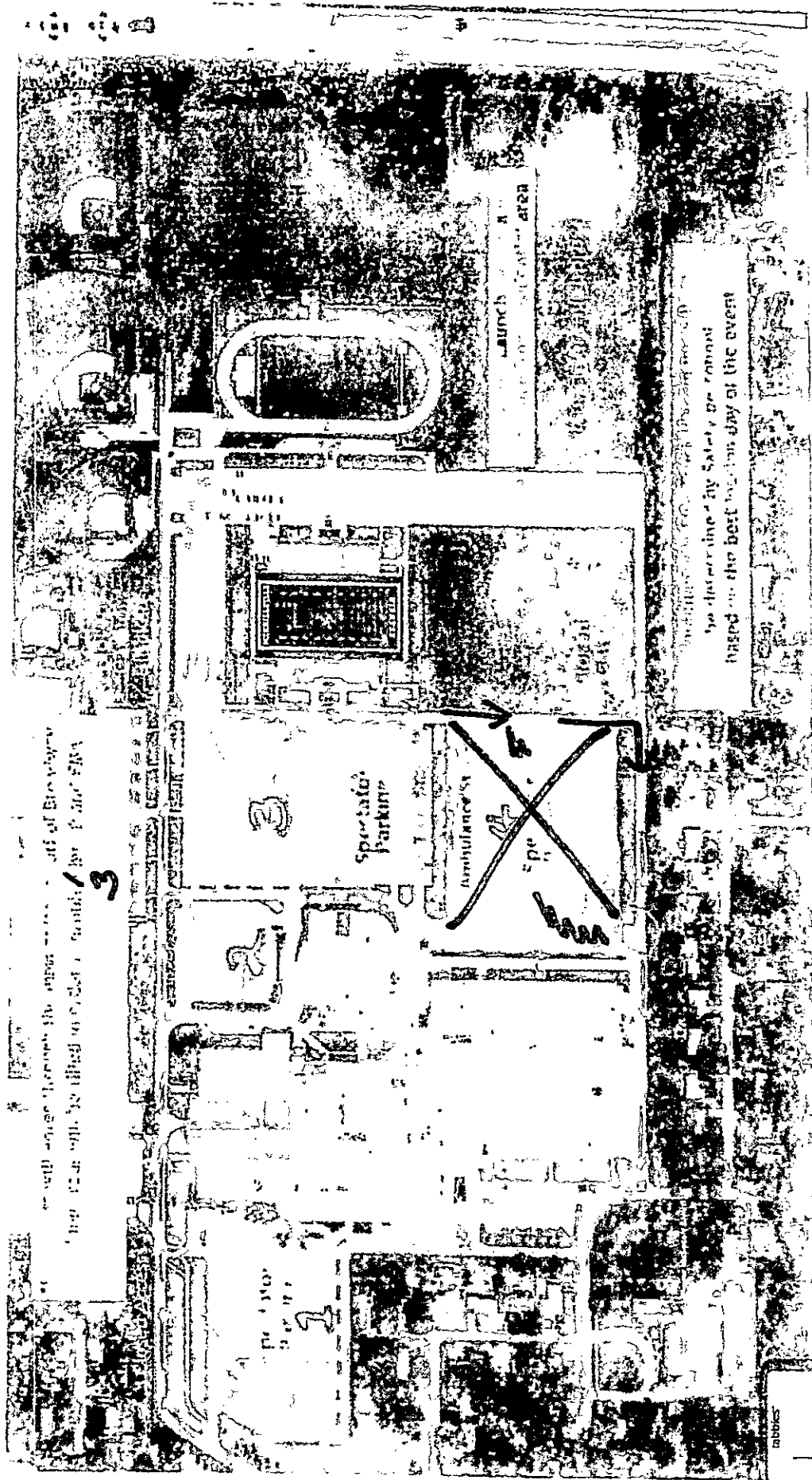
By: _____
Nicholas G. Brown, Superintendent

Address:
6701 Delaware Street
Merrillville, IN 46410

MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION, an Indiana school building corporation

By: _____
Lorenzo J. Crist, President

Address:
6701 Delaware Street
Merrillville, IN 46410



will cover the area of the building
the area will be filled in with a material for the area

Launch Area

Spectator Parking

Ambulance

the distance by safety of the event
based on the best location day of the event

EXHIBIT

A

LICENSE AGREEMENT

This Agreement is made this 24 day of March, 2023 ("Agreement"), by and between the **MERRILLVILLE COMMUNITY SCHOOL CORPORATION**, a school corporation formed and existing under the laws of the State of Indiana, located in Lake County, Indiana and the **MERRILLVILLE MULTI-SCHOOL BUILDING CORPORATION**, a school building corporation formed and existing under the laws of the State of Indiana located in Lake County, Indiana (hereinafter collectively "School") and **TOWN OF MERRILLVILLE**, a Town formed and existing under the laws of the State of Indiana, located in Lake County, Indiana ("Town").

WHEREAS, the Town is desirous of providing a fireworks display (hereinafter "Fireworks Display") for the benefit of the community on July 3, 2023 (Display Date") and has requested that the School permit temporary use of a portion of the School's property to present the Fireworks Display;

WHEREAS, the School owns the Merrillville High School located at 276 E. 68th Ave., Merrillville, Indiana ("High School Property"); and the Town has identified a portion of the High School Property it believes is suitable for the Fireworks Display;

WHEREAS, the School is willing to enter into this License Agreement allowing the Town to use a portion of the High School Property in accordance with the terms of this Agreement and the terms of a Fireworks Display Agreement (hereinafter "Fireworks Display Agreement") between Miand, Inc., d/b/a Mad Bomber Fireworks Productions (hereinafter "Seller"), Town and School; and

WHEREAS, the parties desire to enter into this Agreement for the temporary license to use of a portion of the High School Property on such terms as more specifically provided in this Agreement.

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. GENERAL CONDITIONS.

- A. School shall grant to Town a license to use a portion of the High School Property to present the Fireworks Display on the Display Date, pursuant to which the Town will engage the services of Seller to provide the Fireworks Display, as further provided for in the Fireworks Display Agreement.
- B. School will not charge Town a fee for the License. Town will pay all costs and expenses associated with the obligations under this Agreement and the Fireworks Display Agreement. The School's obligation is solely one of licensing the use of its property to a unit of local government; and the financial obligation and any statutory requirements applicable to the purchase of services by a unit of local government run solely to the Town.
- C. This Agreement does not constitute a lease of any facility or real property of School, but shall be considered a license. Neither Town nor Seller shall acquire any ownership, leasehold or other interest in the Property, it being the sole intent of the parties to license the use of the Property, pursuant to

the terms of this Agreement and the Fireworks Display Agreement; and there are no other agreements between the parties.

- D. Town shall have access to that portion of the High School Property as specifically depicted, restricted and noted on the attached "Exhibit A". The High School Property shall be used for the sole purpose of engaging the services of Seller to provide the Fireworks Display and allow spectator viewing. There will be no unlocked bathrooms made available to spectators; and the Town will not be entitled to bring portable waste units onto the High School Property.
- E. With regard to the Fireworks Display, spectator viewing from the Football Stadium is not permitted. Spectators will be limited to those arriving in vehicles. No spectators will be admitted on foot. All viewing should take place in designated parking lots, only. No spectator viewing will be allowed on any grassy areas or on any sporting fields or areas, it being intended that all viewing shall occur in the designated parking areas.
- F. Spectators will be parked by Town personnel in the following order of preference (i) the Town Community Center and Hidden Lake Park; (ii) when full, the front parking lot (west of the building) at the School, (iii) when full, the freshman lot, (iv) when full the North lot immediately east of the High School building, (v) when full the South lot immediately east of the High School building and directly South of the above North lot. If these lots are full, no other vehicles will be given access. No other parking access will be given and the gates marked on Exhibit A will be closed and locked, as indicated, so no parking at the football stadium or in that vicinity is permitted. Prior to the Term, in order to provide access to the restricted area for authorized and emergency personnel, the School and Town will either arrange for a designated Town employee to have a key to the gates during the Term of this Agreement; or, at Town's expense, to provide for a School employee to be present with gate lock key(s). All parking will be in designated marked parking spots as depicted on and limited by the restrictions noted on Exhibit A. There will be no parking along edges, in driving areas or on grass.
- G. Town agrees not to use the Property for any unlawful purpose; and not to permit the Property to be used in violation of any law, order or regulation of any government authority relating to the use of said Property.
- H. Town will enforce all terms of the Fireworks Display Agreement against Seller.

II. TOWN'S RESPONSIBILITIES AND OBLIGATIONS.

- A. Town assumes all obligations relating to the presentation of the Fireworks Display on the High School Property, including but not limited to engaging the services of Seller, communicating and enforcing all spectator rules and restrictions, traffic control, security, ambulance, fire prevention, parking obligations, providing sufficient police presence and other Town security personnel as deemed appropriate to control and protect crowds the size of which will be anticipated to view the Fireworks Display.

- B. Town will provide parking attendants in sufficient number to direct organized parking of the spectators' vehicles in accordance with the terms of this Agreement.
- C. The Town shall provide signage at the event identifying the spectator restrictions identified in this Agreement. Additionally, advance publication of the spectator viewing rules will be posted in public places and on social media. Leaflets listing spectator rules and restrictions identified in this Agreement will be supplied to vehicle drivers upon entering School grounds.
- D. Spectators shall not be allowed to launch or use their own personal fireworks during the event or on School property.
- E. No cooking or grilling of any kind will be permitted on School property.
- F. No firearms, weapons, alcohol or illegal substances will be permitted on School property, including in vehicles located on School Property.
- G. No vendors, sales, festival activities or fundraisers will be permitted.
- H. Police officers and other Town personnel will be aware of and enforce the rules set forth in this Agreement.
- I. The Town will oversee and insure the clean-up of the High School Property and any surrounding area, removing any debris or materials from the Fireworks Display. All equipment, supplies and devices relating to the Fireworks Display will be removed by Seller and/or the Town before dusk on the day following the Display Date. The Town will also clean the parking lots and all other areas where spectators viewed the Fireworks Display, so that the High School Property is returned to the condition it was in prior to the event. The School will provide the Town access to the High School Property on the day following the Display Date for purposes of clean-up.

III. TERM OF LICENSE.

- A. This Agreement shall be for the Display Date and shall also include the day following the Display Date, the following date being solely for the purposes of clean-up and disposal of refuse or other materials, supplies or equipment used in presenting the Fireworks Display. Set up will occur on and after 6:00 a.m. (CST) on July 3, 2022. For purposes of spectator parking, the High School Property shall only be accessible to the public for a period of two (2) hours prior to the Fireworks Display; and thereafter, Town shall promptly proceed with directing traffic in an orderly manner so that spectators will have vacated the High School Property with a reasonable period of time after the Fireworks Display concludes.

IV. INSURANCE AND INDEMNIFICATION.

- A. Town agrees to provide and keep in force, at its sole cost and expense, General Liability/Excess Umbrella Insurance in the total amount of \$6,000,000.00, including commercial liability of \$1,000,000.00 each

occurrence/\$2,000,000.00 aggregate for the benefit of both the Merrillville Community School Corporation and the Merrillville Multi-School Building Corporation as additional insureds, on a primary non-contributory basis. The policy or policies shall provide coverage against risk for general liability, products liability, and such additional perils as may be incident to the Fireworks Display and shall contain a clause that the insurance will not be canceled without thirty (30) days notice to the School. In addition, Seller shall maintain automobile insurance coverage of \$1,000,000.00 and worker's compensation insurance in the Indiana statutory amount. All insurance companies providing the required insurance shall be admitted to do business in Indiana and shall be AM Best rated of A- or higher. The Certificates of Insurance naming the School as additional insureds and certificate holder shall be provided to the School at least ten (10) business days prior to the Display Date, in care of the Superintendent for the School. Under no circumstances shall any insurance provide for a reduction in coverage as a result of the amount paid by Buyer to Seller for services, it being understood that the timing or amount of payment shall have no bearing on the coverage being provided. In no event shall Seller's insurance contain a provision excluding or denying coverage on the basis that the acts of one additional insured are attributed to another additional insured.

- B. The Town hereby waives all claims which arise or may arise in its favor and against the School pursuant to this Agreement for all loss or liability covered by valid, collectible insurance policies carried by the Town, to the extent that such loss or liability is recovered under such policies. The Town hereby agrees to a waiver of subrogation as pertaining to such policies of insurance required hereunder. Due to the fact that such waiver will preclude the transfer of any such claim or right of recovery by way of subrogation (or otherwise) to an insurance company, the Town will (i) provide each insurance company that issues to it policies of insurance required by this provision notice of the terms of this waiver, and (ii) cause such policies to be properly endorsed to provide waiver of subrogation and to prevent invalidation of coverage by reason of such waiver of subrogation.
- C. Town shall defend, indemnify, and hold harmless School, and their respective shareholders, partners, members, directors, managers, officers, employees, agents, representatives, successors and assigns (collectively with the School, the "School Indemnified Parties") from and against any liabilities, damages, costs, expenses, suits, judgments losses, claims, actions, fines and penalties (including court costs and reasonable attorney's fees) (hereinafter collectively, the "Claims") arising out of or incurred in connection with the Fireworks Display and/or any acts or omissions of Town, its employees or agents, or the Seller, its owners, employees or agents. To the extent it may be necessary to provide the indemnity to the School required by this provision, Town expressly waives any right of immunity it may allege. Further, Town's indemnification obligations under this Agreement shall not be limited by reason of any limitation on the amount or type of damages, compensation, or benefits payable by or on behalf for Town. This provision shall survive the expiration or termination of this Agreement.

V. COVENANTS, REPRESENTATIONS AND WARRANTIES.

- A. Town is a properly organized unit of local government and has the proper authority to lawfully engage in its business, as well as the business of presenting the Fireworks Display in the State of Indiana, County of Lake, Town of Merrillville. Town has taken all action necessary to approve this Agreement and the Fireworks Display Agreement, both Agreements being legally enforceable against the Town.
- B. Town has undertaken due diligence in investigating Seller and has confirmed to its satisfaction that Seller is a reputable business, skilled and experienced and presenting Fireworks Displays.
- C. Town agrees, at its sole expense, to keep the Property in a clean and sightly condition during the term of this Agreement. Town agrees to surrender the Property at the expiration of this Agreement in as good repair and condition as existed at the date of execution hereof. Specifically, Town, at its expense and at the option of School, shall either (i) perform necessary repairs to the Property, if any, caused by its use; (ii) pay for the necessary repairs undertaken by School to return the Property to the condition it was in immediately prior to Town's use of the High School Property.

VI. DEFAULT.

- A. If Town or its employees shall fail to keep and perform any of the covenants, agreements or conditions of this Agreement on its part to be kept and performed, it shall be lawful for School, its successors or assigns, without notice or process of law, to cancel this Agreement, immediately, and revoke Town's license as provided herein; and, thereupon, this Agreement and School's obligations hereunder shall cease and terminate, subject to the right of School to recover from Town all damages sustained by School, including expenses and reasonable attorney's fees. Failure on the part of School to avail itself of any right or remedy hereunder shall not constitute a waiver thereof as to any future default or breach by Town, its heirs and assigns. In the event of a default of this Agreement by Town, School shall be entitled to terminate the Fireworks Display Agreement.
- B. Each right and remedy of School provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or hereafter existing at law or in equity. The exercise by School of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by School of any or all other rights and remedies provided for in this Agreement or available at law or in equity.
- C. Upon termination of this Agreement for default, or otherwise, Town shall immediately remove all of its personal property from the Property. If Town fails to do so, School shall have the right to remove such property, all at Town's sole risk and the cost and expense to remove and store such property shall be solely that of the Town.

VII. MISCELLANEOUS PROVISIONS.

- A. This Agreement is severable; and should any part hereof be declared illegal and void, the remainder shall remain in full force and effect.
- B. Town shall not assign, sell, transfer, convey or encumber this Agreement or its interest herein.
- C. Nothing in this Agreement shall be construed to create an employer/employee relationship or a joint venture relationship between the parties.
- D. Any notice required or authorized to be given under the terms hereof may be given by registered or certified mail, sent to the parties at the addresses noted below each parties' signature.
- E. This Agreement shall be governed by Indiana law. Venue for all purposes shall be Lake County, Indiana.
- F. This Agreement may be modified or amended only in writing, executed by both parties.

SCHOOL:

**Merrillville Community School
Corporation**

By: _____
Nicholas G. Brown, Superintendent

Address:
6701 Delaware Street
Merrillville, IN 46410

**Merrillville Multi-School Building
Corporation**

By: _____
Lorenzo J. Crist, President

Address:
6701 Delaware Street
Merrillville, IN 46410

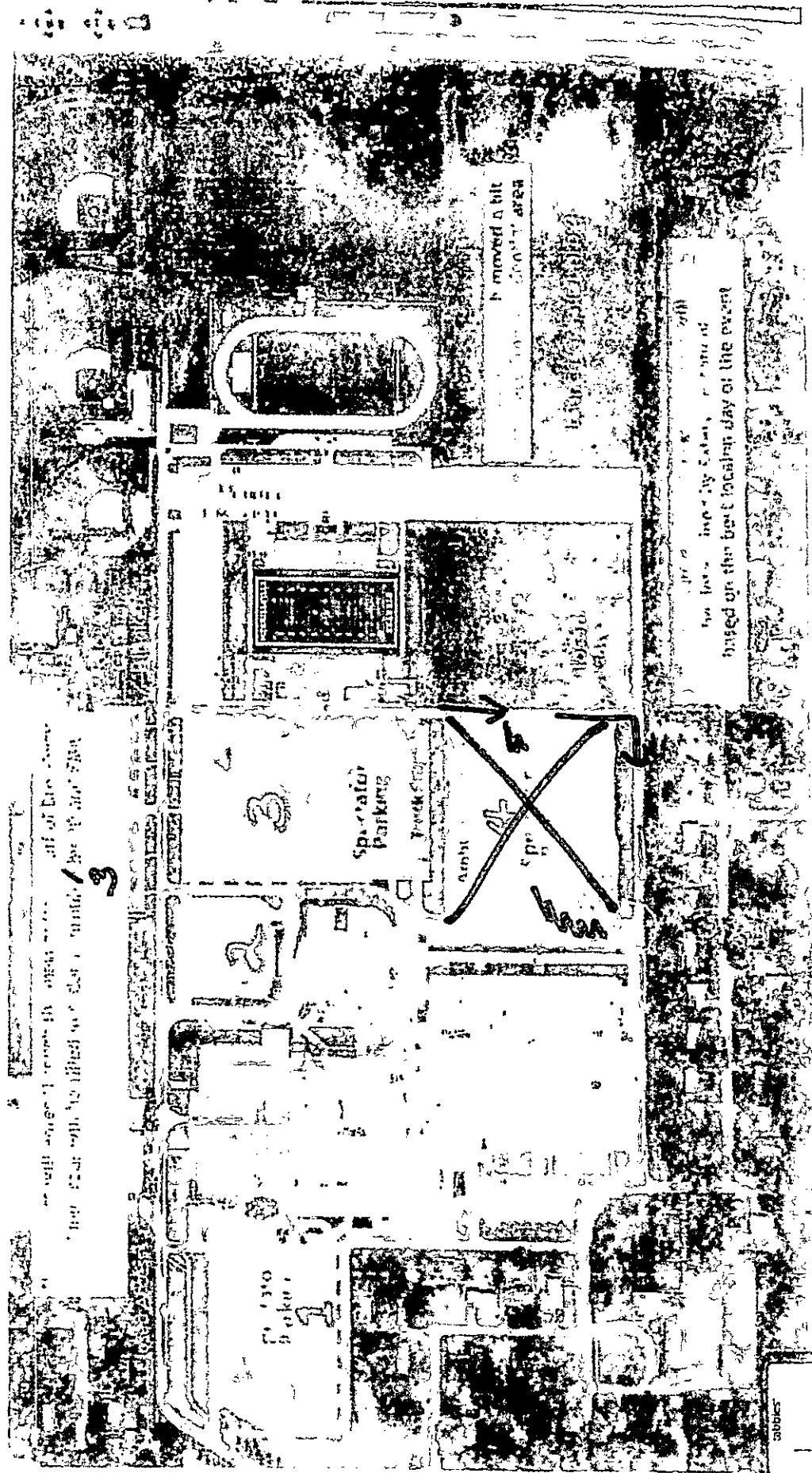
TOWN:

Town of Merrillville, Lake County,

By: _____
Rick Bella, Council President

Address:
7820 Broadway
Merrillville, IN 46410

13,496-255
641097.2



EXHIBIT

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