Town Council of Merrillville
7820 Broadway Ave - Merrillville, IN 46410
Town Council Meeting Minutes of the Regular Meeting of
July 9, 2024 - 6:30 P.M.

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

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance to the United States Flag was led by Councilor Bella.

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

ROLL CALL of COUNCIL – Present at the meeting were Councilors Rhonda Neal, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Kesha Hardaway, and Rick Bella. Clerk-Treasurer Eric January was present to memorialize the proceedings. A quorum was attained.

PETITIONS, COMMUNICATIONS, ACKNOWLEDGEMENTS, AND REMONSTRATIONS

PUBLIC HEARING

A.

a) **Town Attorney review of Proof of Publication(s): Resolution 24-16** – Add Proof Time Publication with public hearing date 07-09-24 regarding Resolution 24-16.

Attorney Svetanoff reported that he has reviewed the Proof of Publication, and Everything is in order and conforms with the Indiana Code. The council may proceed with the public hearing.

b) **Public Hearing: Re RES 24-16**

RESOLUTION #24-16

RESOLUTION OF THE TOWN OF MERRILLVILLE, INDIANA, REGARDING WAIVER OF NON-COMPLIANCE

(Quality Pasta Company LLC)

WHEREAS, the Town Council of the Town of Merrillville has heretofore adopted its resolutions (the "Resolutions") establishing an economic revitalization area (the "ERA") for certain personal property (the "Project") of Quality Pasta Company, LLC, or an affiliate thereof (the "Taxpayer") pursuant to the provisions of I.C. 6-1.1-12.1; and

WHEREAS, the Taxpayer did not file and/or made a late filing of the form CF-1/PP and form 103-ERA (the "Non-Compliance"); and

WHEREAS, I.C. 6-1.1-12.1-9.5 and I.C. 6-1.1-12.1-11.3 authorize the Town Council to waive the Non-Compliance; and

WHEREAS, the Taxpayer has requested that the Town Council waive the Non-Compliance; and

WHEREAS, this Town Council on July 9, 2024, held a public hearing pursuant to notice duly published in the *Northwest Indiana Times*, and has heard and considered the testimony of any person interested in the proceedings regarding the foregoing.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Merrillville that the Town Council hereby waives the Non-Compliance.

ALL OF WHICH IS PASSED AND ADOPTED THIS 9th DAY OF JULY, 2024, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.

TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, TOWN COUNCIL

Upon a question from President Bella regarding explaining the resolution, Attorney Svetanoff explained Resolution 24-16

No Public comments were given.

c) Action on Proposed Resolution:
Action will be taken later on the agenda under the General Order section.

a) Town Attorney review of Proof of Publication(s): Resolution 24-17 – Add Proof Time Publication with public hearing date 07-09-24 regarding Resolution 24-17.

Attorney Svetanoff reported that he has reviewed the Proof of Publication, and everything is in order and conforms with the Indiana Code. The council may proceed with the public hearing.

b) **Public Hearing: Re RES 24-17**

RESOLUTION #24-17_

RESOLUTION OF THE TOWN OF MERRILLVILLE, INDIANA, REGARDING WAIVER OF NON-COMPLIANCE

(1000 West Lincoln Highway, LLC)

WHEREAS, the Town Council of the Town of Merrillville has heretofore adopted its resolutions (the "Resolutions") establishing an economic revitalization area (the "ERA") for certain real property (the "Project") of 1000 West Lincoln Highway, LLC, or an affiliate thereof (the "Taxpayer") pursuant to the provisions of I.C. 6-1.1-12.1; and

WHEREAS, the Taxpayer did not file and/or made a late filing of the form CF-1/Real Property and form 322/RE (the "Non-Compliance"); and

WHEREAS, I.C. 6-1.1-12.1-9.5 and I.C. 6-1.1-12.1-11.3 authorize the Town Council to waive the Non-Compliance; and

WHEREAS, the Taxpayer has requested that the Town Council waive the Non-Compliance; and

WHEREAS, this Town Council on July 9, 2024, held a public hearing pursuant to notice duly published in the *Northwest Indiana Times*, and has heard and considered the testimony of any person interested in the proceedings regarding the foregoing.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Merrillville that the Town Council hereby waives the Non-Compliance.

ALL OF WHICH IS PASSED AND ADOPTED THIS 9th DAY OF JULY, 2024, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.

TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, TOWN COUNCIL

Attorney Svetanoff explained Resolution 24-17.

Public Comment:

No public comments were given.

c) Action on Proposed Resolution:
Action will be taken later on the agenda under the General Order section.

CONSENT AGENDA

- Accts. Payable Register Voucher Approval for July 9h, 2024
- AP Register Summary for ARP Purchases for July 9th, 2024

- Approval of Town Council Meeting Minutes of June 25th, 2024
- Request for Special Rates and User Charges Modification to Support the Use of the Dean and Barbara White Community Center, Mike Anderson Event, for the Salvation Army.

TOWN of MERRILLVILLE
Office of Town Administration

Memorandum

Date: Monday, July 1, 2024

Hon. Rick Bella, President and the Merrillville Town Council
Merrillville Parks and Recreation Authority (MMC Sec. 13.5-1)
7820 Broadway Ave
Merrillville, Indiana 46410

Re: Request for Special Rates and User Charges Modification to Support the Use of the Dean and Barbara White Community Center, Mike Anderson Event Center for the Salvation Army

Dear Mr. President and Members of the Town Council:

Hello. I hope this arrives to find you all doing well. I ask your consideration and favor to approve the following:

Attached please see a written request for a modification of fees for the use described in the caption above for the Salvation Army Breakfast Event on **November 8, 2024** from **7:30 a.m. to 9:30 a.m.**

Presently, the governing ordinance does not authorize any administrative reduction in fees except for employee rentals (50%). So, I am presenting this to you. As you can see, the current contract calls for room rental for three rooms at $200 each room for a total of $600. There is an audio visual equipment fee if $25 per room.

I am asking that this matter be placed before the Town Council in its role as the Park Authority and that a waiver be granted for this use, noting the non-profit status of the Salvation Army, except for the audio-visual fee of $75. I will pay this.
Thank you.

Sincerely,

Michael W. Griffin, M.P.A., MMC/CPFA/ACPFIM/CMO
Town Manager/Acting Parks & Recreation Director

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7/1/24, 1:51 PM Town of Merrillville Mail - Community Center rental

Gmail **Michael Griffin <mgriffin@merrillville.in.gov>**

Community Center rental
4 messages

Richard Hardaway <hardawayrl1224@gmail.com> Thu, Jun 27, 2024 at 3:35 PM
To: mgriffin@merrillville.in.gov
Cc: Richard Hardaway <hardawayrl1224@gmail.com>

Mr. Griffin,

The Lake County Salvation Army has reserved 2 large rooms at the Dean and Barbara White Community Center, for November 85, 2024, for their annual kickoff breakfast. The cost is $100.00 per hour for each room for a total cost of $600.00, plus $200.00 for audio rental. Since the Salvation Army is a not-for-profit organization, I was wondering if they might get a cost reduction in these fees.
Anything that the town could do would be greatly appreciated.

Richard Hardaway
Chairman
Gary/Merrillville Corp

Michael Griffin <mgriffin@merrillville.in.gov> Fri, Jun 28, 2024 at 2:47 PM
To: Richard Hardaway <hardawayrl1224@gmail.com>
Cc: Barbara Young <byoung@merrillville.in.gov>
Bcc: Shawn Pettit <spettit1227@gmail.com>, Lisa Roberts <lroberts@merrillville.in.gov>, Honorable Rick Bella <rickbellaward5@gmail.com>

Hello Councilor Emeritus Hardaway:

I hope my reply arrives to find you well.

I spoke with Ms. Young, our event center manager, and she is still completing the paperwork. (It came up yesterday at the DBWCC Committee meeting). Once the conversation with the representative from the Salvation Army is completed and the final work is reduced to an agreement, I will get it to the Town Council meeting to have it act to modify the fees. Ms. Young will prepare the agreement based upon the regular fees as we discussed.

However, once I receive the agreement, given the not for profit status of the group, I will prepare a memorandum to reduce or waive the fees. However, this must be taken up at the Town Council meeting. In fact we have been acting on them as part of the consent agenda.

At some point, it is my hope to have a fee ordinance with more guidance from the Town Council to allow this to be an administrative matter. Until then this is the process. I am confident that this will work for the Salvation Army as you hope.

I will keep you posted once I receive the completed agreement.

Congratulations again on your chairmanship of the Board of Directors of the Gary/Merrillville Corps. of the Salvation Army.

https://mail.google.com/mail/u/0/?ik=c585a059a6&view=pt&search=all&permthid=thread-f:1803047925091952817&simpl=msg-f:1803047925091952... 1/2

PARKS & REC MERRILLVILLE

Dean and Barbara White Community Center

Event Center Permit

TOWN OF MERRILLVILLE 1971

Permit Holder: Salvation Army Breakfast - Kick off Breakfast

(Permit holder MUST be present during the entire rental time) Initial Here _____

Address: 8225 Columbia Ave

City: Munster State: IN Zip: 46321 Phone: 219-838-0380 x 3009

E Mail Address: Amanda.Maynard@usc.salvationarmy.org

Event Date: 11/8/24 Event Type: Breakfast # of expected guests _____

Event Time: 7:30a-9:30a Event Room: Event Center A #2 #3 Final Count: T.B.D.

$ 100.00 x 2 = 200 Room Rental/ There is a 2-hour minimum rental requirement. (Prices subject to change without notice) * 3 rooms = 600

$ _____ Additional Hours for Set up

$ NPI Form Tax (7%)

$ _____ Sub Total

$ T.B.D Non-Taxable Rentals AV package $ 20/per room = 60.00 Include 6ft tables - Stage, podium, U.S. flag, A.V. mic + cord, aux cords

$ 600 — Grand Total Due

$ NA Security Fee/ $35 per hour per officer (CASH payment due with above charges) Podium ... cord MIC adaptors

THERE WILL BE A $50 SERVICE FEE CHARGED FOR ALL RETURNED CHECKS Initial here _____

STATE-ISSUED PHOTO ID REQUIRED AT TIME OF REGISTRATION:
To be considered a "resident," one must present a current/valid state-issued photo ID showing Merrillville, IN residency. At NO TIME will bills or other pieces of mail be accepted as a form of identification when registering.

CANCELLATION POLICY:
Absolutely no cash refunds will be made. Service fees for payments made with credit cards/debit cards will not be refunded. Written Refund Requests within 45 days or more will be granted an 80% refund of all fees paid less $20 processing fee, within 30-44 days will receive a 50% refund of all fees paid, less $20 processing fee, within 15-29 days will receive a 20% refund of all fees paid, less $20 processing fee. No refund if cancelled within 7-14 days or less of event date. Rentals are on a first come first served basis. Rental dates will not be held without full payment. Due to our scheduled programs, some dates will not be available. Rentals are not available on Holidays.

AGREEMENT:
By submitting this form with my signature, I certify that I agree to follow the guidelines and policies set forth in this facility permit. I understand permission to use the facility may be revoked if there is a violation by myself or any member of my party to these rules and policies. It is fully understood and agreed by the parties that the Permit Holder guarantees to defend, indemnify and hold harmless The Town of Merrillville, Merrillville Parks and Recreation Department, its employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including attorney's fees) arising indirectly or directly in connection with or under, or as a result of this agreement. I, the Permit Holder, will be held financially responsible for any/all damages accrued during my rental period. Any additional money owed will result in the responsible person being billed and payment will be required within 30 days or sent to collections. My signature below indicates that I have read all rules; front and back, and they have been initialed that they will be complied with, or penalty fees will be charged.
If alcohol is being consumed on the premises a licensed bartender with a Traveling Liquor License must be displayed during the entire event and info given to the Merrillville Parks and Recreation Department prior to your event and a Merrillville Police Officer must be present during the entire event. You will be responsible for all caterer and alcohol fees.

Revised 8/25/2023

T.B.D. AV

General Event Policies:
Room rentals include tables, chairs, and garbage cans. All fees must be paid in full at time of reservation. All event deliveries must be received by the Permit Holder during rental time slot. The Merrillville Parks and Recreation Department staff or volunteers cannot be responsible for receiving or holding deliveries. Rentals must be vacated from the premises in compliance with scheduled building hours. Permit holders must check in with Staff with permit and photo identification before entry into room. No gum, candy centers are allowed.

Food and Beverages/Entertainment:
Food and beverages are allowed in the Event Center. Requests for DJ's or Amplified music must be pre-approved by the Event Manager at the time of your permit request. Decorating may be done early that day upon prior request, and we will lock up your sections until your event begins. The Event Center will not be responsible for lost/stolen/damage items during this time. If this request is not made in advance, you will not be allowed in until the time requested on your permit.

Decorations:
All decorating and clean up must be done with the permit holder present and within the time frame of the permit agreement. No tape or nails on walls, wood surfaces, including furniture and ceiling. We allow only free standing decorations such as cardboard cut outs, balloon bouquets or floral/decorative centerpieces. **No glitter, confetti/confetti guns or silly string! Nothing can be hung from the ceiling. No smoke machines, No bouncy houses, No candy tables and No Pinata's.**

Guest Policies:
Guests are the responsibility of the permit holder. Guests are required to follow the facility permit policies. The person named on the facility permit will be held responsible for the actions of any guest who creates a disturbance or damage to any property. No minors (under 18) will be permitted to use the building unless an adult (21 or over) is present during the rental. If there are minors at the function, they must be supervised and controlled. The permit holder and guests are expected to stay in the immediate area of the room they are renting. Permission to use the facility may be revoked if any guest fails to comply with the permit rules and regulations.

Property:
No Merrillville Parks and Recreation property or furnishings shall be removed from the facility. All private property of those using the facility must be removed from the facility by end of your allotted permit time.

Parking:
The Town of Merrillville and Merrillville Parks and Recreation is not responsible for vehicles. Please show consideration for our neighbors. Do not block driveways, park in fire lanes or park in handicap spots without proper decal.

Safety and Security:
No candles or open flames may be used under any circumstances. All exits must be kept clear of debris, chairs and other obstructions that would be considered fire hazards. **Merrillville Parks and Recreation is not responsible for any lost or stolen items.**

Prohibited Items:
No drugs or tobacco of any kind permitted inside the room. No firearms or guns are permitted on the premises. Violation of this policy may result in immediate arrest or conviction. Only Service Animals on a leash are allowed inside the building.

Room Capacity:
Event Center functions up to full hall range to vary from 120-480 people with table and chairs regardless of age. Capacity beyond the limit will be considered a fire code violation and your event will be cancelled with no refund. Re-occupancy of the sections you rent.

Hold Harmless, Indemnity and Release:
In consideration of permission for me to voluntarily participate in physical activity offered by Merrillville Park and Recreation Department, today and on all future dates, I, for myself, my heirs, personal representatives or assigns, agree to defend, hold harmless, indemnify and release the Town of Merrillville, their officers, employees, agents and volunteers, from and against any and all claims, demands, actions or causes of action of any and or account of damage to personal property or personal injury, or death which may result from my participation in Merrillville Park and Recreation Department programs and services. This release includes claims based on the negligence of the Town of Merrillville, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence. I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.

COVID-19
I understand that certain risks are inherent in the use of the facilities at the Dean and Barbara White Community Center. These risks may include, but are not limited to, the following: sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; adverse weather conditions; exposure to theft and other criminal activity; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable; and the following specific additional risks: actual or alleged exposure and potential injury/illness/death resulting from any communicable disease, including but not limited to, Covid-19.

Additional Charges or Penalties:

- Clean up must be completed within thirty (30) minutes of your scheduled end time. (this includes all vendors, D.J.s, bartenders, and caterers). Failure to comply with this will result in denial of future rentals.
- Grounds and any food used during event must be left in the same condition as before your event. If client uses the kitchen, it must be cleaned, and all food removed from refrigerator. The dishwasher is to be used by the caterer. The sinks must be cleaned and sanitized. Failure to do so will result in denial of future rentals.
- We reserve the right to move all AV/MIC according to the floor plans.

Client's Signature _____ **Date:** _____

Manager's Signature Ben J Gray **Date:** 6/29/24

Additional Management Note _____

Revised 8/25/2023

Dean & Barbara White Community Center

Participant Last Name	Participant First Name	Date of Birth	Gender
MAYNARD	AMANDA		
Guardian Last Name if Participant is 17 or under	Guardian First Name	Guardian Date of Birth	
Address	City	State / Zip Code / Shoes size (for Climbing Wall)	
c/o 8225 Calumet	MUNSTER	IN / 46321	
Cell Phone	Email of Participant	~~Email of Guardian if Participant is 17 or under~~	
219-838-0380 x 3009	AMANDA.MAYNARD@USC.SALVATIONARMY.COM		
Emergency Contact Name	Emergency Contact Phone	Email of Emergency Contact	

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

State-Issued photo ID required at time of registration: To be considered a "resident," one must present a current/valid state-issued photo ID showing Merrillville, IN residency. At NO TIME will bills or other pieces of mail be accepted as a form of identification when registering for anything at Merrillville Park and Recreation Department.

Ages: Guest under the age of 18 must be with a guardian at all times. The minimum age to use the fitness center is 14 for muscle safety. Children 14-17.99 years of age are allowed in the fitness center; however, they must be accompanied by a guardian. Parental consent required for members under 18. For safety purposes anyone under the age of 4 is not permitted to use the climbing wall.

Use of My Likeness: I understand that under Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Merrillville Parks and Recreation Department, The Town of Merrillville and its assigned permission to copyright, use, and publish (including by electronic means)such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose without compensation.

Applicable Law, Forum and Attorney's Fee: This agreement is governed by and shall be construed in accordance with the laws of the state of Indiana, without any reference to its choice of law rules. I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements, or other inducement to sign this release have been made apart from what is contained in this document. I understand this is a contract that affects my legal right and I sign it of my own free will. I have carefully read and agree on behalf of myself and/or on behalf of any minor children for whom I am responsible, to the above safety, policies, rules, and procedures.

Assumption of Risks: I understand that physical activity offered by the Merrillville Parks and Recreation Department, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movement involving speed and change direction, and others involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risk range from: 1) minor injuries such as scratches, bruises, and sprains 2)major injuries such as fractures, internal injures, joint or back injuries, heart attacks, and concussions to 3)catastrophic injuries including paralysis and death.
I understand that I have been advised to have health and accident insurance in effect and that no such coverage is provided by the Merrillville Parks and Recreation Department or Town of Merrillville. I know, I understand and appreciate in effect and that are inherent in the above listed activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. When participating in Video Games I acknowledge that my heart rate may be elevated, I may need to make quick movements, but I have no health risks that will prevent me from participating, including any tournaments that I may be participate in.

Hold Harmless, Indemnity and Release: In consideration of permission for me to voluntarily participate in physical activity offered by Merrillville Parks and Recreation Department, today and on all future dates, I, myself, my heirs, personal representatives or assigns, agree to defend, hold harmless, indemnify and release the Town of Merrillville, their officers, employees, agents, and volunteers, from and against any and all claim, demands, actions or causes of action of any sort or account of damage to personal property or personal injury, or death which may result from my participation in Merrillville Parks and Recreation Department programs and services. This release includes claims based on the negligence of the Town of Merrillville, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence. I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.

Consent for Emergency Treatment: I authorize the Merrillville Parks and Recreation Department and its designated representatives to consent, on my behalf, to any emergency medical/hospital care or treatment to be rendered. I agree to be responsible for all necessary charges incurred by any medical transportation, hospitalization or treatment rendered pursuant to this authorization.

COVID-19: I understand that certain risks are inherent in the use of the facilities at the Dean and Barbara White Community Center. These risks may include, but are not limited to, the following: sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; adverse weather conditions; exposure to theft and other criminal activity; other physical, mental, emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable; and the following specific additional risks: actual or alleged exposure and potential injury/illness/death resulting from any communicable disease, including but not limited to, Covid-19.

Signature of Participant or Parent of Participant

Age 17 and under: a parent or LEGAL GUARDIAN must sign. Date 7

- Request for waiver of previous user charges for use of the basketball court at the Dean and Barbara White Community Center, by the Aquinas School.

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TOWN of MERRILLVILLE
Office of Town Administration

Memorandum

Tuesday, July 2, 2024

Hon. Rick Bella, President and the Merrillville Town Council
Merrillville Parks and Recreation Authority (MMC Sec. 13.5-1)
7820 Broadway Ave
Merrillville, Indiana 46410

Re: Request for WAIVER of PREVIOUS User Charges for USES of the BASKETBALL COURT at the Dean and Barbara White Community Center, by the AQUINAS SCHOOL

Dear Mr. President and Members of the Town Council:

Hello. I hope this arrives to find you all doing well. I ask your consideration and favor to approve the following:

Attached please see the invoices for unpaid fees associated with uses undertaken **by the Aquinas School for Basketball Court uses in 2023**. You will see two invoices, one dated in March 11, 2023 in the amount of $730.28 and another dated 11.01.2023 in the amount of $1,032.75. The combined amount of these totals **$1,763.03.**

Aquinas School asks that these fees be waived. The basis of the request is Aquinas relied on the representation of the former department director that these fees were waived. As you know, I have scoured the rate ordinances and I cannot find language authorizing such modifications. However, I believe Aquinas relied on the representations. They are paying now for uses in the current year according to the fee ordinance in force.

I am asking that this matter be placed before the Town Council in its role as the Park Authority and that a waiver be granted for uses and fees from 2023, noting the non-profit status of the Aquinas School and owing to the facts represented above. The value of the revenue forgone is $1,763.03.

Thank you.

Sincerely,

Michael

Michael W. Griffin, M.P.A., IAMC/MMC/CPFA/ACPFIM/CMO
Town Manager/Acting Parks & Recreation Director

total
2023 $1,763.03

rec desk

Invoice
Print Date: 6/27/2024 9:15 AM
Create Date: 3/11/2024 3:28 PM

Payer: **Aquinas School**
801 W 73rd Ave
Merrillville, IN 46410

Invoice Date
3/11/2024

Town of Merrillville
8600 Broadway
Merrillville, IN 46410
Invoice Number
0034630
Invoice Status
OPEN

Due Date: 3/11/2024
Balance Due: $730.28

Description	Registrant	Qty	Unit Price	Sec Dep	Amount Due	Amount Paid
Basketball Court 1 Bosak Auto Group	Aquinas School	1	682.50	0.00	682.50	0.00
From 11/2/2023 4:30 PM to 12/28/2023 8:30 PM						

Sub Total	682.50
Sales Tax	47.78
Total	**730.28**
Less Amount Paid	0.00
Balance Due	**$730.28**

219-769-2049
Marie Wilson Finance Dept
219-682-0322
mwilson@aquinas school
Loretta Soria Athletic Director

rec desk

Invoice

Print Date: 6/27/2024 9:16 AM
Create Date: 11/1/2023 4:39 PM

Payer: **Aquinas School**
725 W 73rd Ave
Merrillville, IN 46410

Invoice Date
11/1/2023

Town of Merrillville
6600 Broadway
Merrillville, IN 46410

Invoice Number
0029366
Invoice Status
OPEN

Due Date: **11/1/2023**
Balance Due: **$1,032.75**

Description	Registrant	Qty	Unit Price	Sec Dep	Amount Due	Amount Paid
Multi Facility: Volleyball Court 3 Centier Bank / Volleyball Court 1 Bosak Auto Group / Volleyball Court 2 Bosak Auto Group From 9/27/2023 4:30 PM to 10/27/2023 6:00 PM	Aquinas School	1	825.00	0.00	825.00	0.00
Volleyball Court 4 Centier Bank From 10/13/2023 4:30 PM to 10/13/2023 6:00 PM	Aquinas School	1	75.00	0.00	75.00	0.00
Volleyball Court 1 Bosak Auto Group From 11/1/2023 4:30 PM to 11/1/2023 6:00 PM	Aquinas School	1	75.00	0.00	75.00	0.00

Sub Total	975.00
Sales Tax	57.75
Total	**1,032.75**
Less Amount Paid	0.00
Balance Due	**$1,032.75**

It was moved by Councilor Pettit and seconded by Councilor Uzelac to approve the consent agenda.

Upon a question from President Bella regarding the change in the AP Register Summary Report from $30,528.00 to $26,543.31, Clerk-Treasurer Eric January responded there was a calculation error in the report issued on Friday. A correction was made to the report issued today for vendor Robertson Engineering.

Upon a voice vote, the motion passed. The Consent Agenda was approved.

PRESENTATION of DECLARATIONS

NONE

STANDING & SPECIAL COMMITTEES REPORTS

BUDGET & FINANCE - NEAL – Councilor Neal reported that meetings are upcoming for the 2025 budget session.

COUNCIL AFFAIRS- PETTIT – Councilor Pettit reported that Town Manager Griffin has ordinances coming up for review by the committee.

Upon a question from President Bella regarding an update on the codification of ordinances, Town Manager Griffin responded that he has been working with the Clerk-Treasurer Eric January. The

prices for updating were excessive but, we worked with Civic Plus to obtain a flat fee. The information has been turned over to the Clerk's Treasurer's Office to process a purchase order.

STREET DEPARTMENT- UZELAC– Councilor Uzelac reported that she contacted Director King to follow up regarding branches in the Town. She also reported that the speed bumps came in and are being instilled in the 4th Ward and Director King is still working on the requests from the Chapel Hill Homeowners Association.

Upon a question from Councilor Hardaway regarding speed bumps on Grant Place, Director King responded that the speed bump had been installed.

Upon a question from President Bella regarding branch pick-up having ended, Director King responded that a chipper crew is picking up all year. The crew didn't pick up last week because of the parade.

ELECTIONS, PUBLIC RELATIONS, & TOWN BEAUTIFICATION - NEAL- Councilor Neal reported that a meeting was held on Monday, July 8th to discuss the gateway signs. The committee had edits to the readings and is waiting for the updated renderings from the vendor.

Upon a question from President Bella regarding cost estimates, Vice President Neal responded no cost estimates have been received.

ENVIRONMENTAL AFFAIRS- PETTIT – Councilor Pettit had nothing to report at this time.

PERSONNEL POLICY & EMPLOYEE BENEFITS – HARDAWAY- Councilor Hardaway reported that interviews were conducted for vacant positions at the Dean and Barbara White Community Centers. The Street Department had 12 interviews. We will be onboarding some new employees in the upcoming weeks.

Upon a question regarding current open positions, Interim Assistant Parks Director Roberts responded that we still need to look into hiring a nighttime cleaning crew otherwise we have sufficient staff.

PUBLIC SAFETY- HARDWAY- Councilor Hardaway reported that the Police and Fire Departments did a great job at the Town of Merrillville's July 4th Parade. She will defer to Chief Nuese for additional comments on Public Safety during his department report.

ECONOMIC DEVELOPMENT-PETTIT – Councilor Pettit reported that there are two resolutions to address later on the agenda.

PARKS, RECREATION & COMMUNITY CENTER COMMITTEE - PETTIT – Councilor Pettit reported that a committee meeting is scheduled for Thursday, July 18th at 5:00 p.m. at the Dean and Barbara White Community Center. At this meeting, we will discuss the HVAC system. NIPSCO did an audit on the lights, but not the HVAC system.

UTILITY LIAISON – CHANDLER-FELTON – Councilor Chandler-Felton reported that she is in the process of speaking with Alexius Barber the Public Affairs and Economic Development Manager of NIPSCO regarding a meeting.

SPECIAL COMMITTEES

ABANDONED-BLIGHTED PROPERTIES - HAYNES-EDWARDS & CHANDLER-FELTON– Councilor Haynes-Edwards has nothing to report at this time.

SEMI-QUINCENTENNIAL COMMITTEE - HAYNES-EDWARDS – Councilor Haynes-Edwards had nothing to report at this time.

SPECIAL TOWN PROJECTS - NEAL – Councilor Neal reported the following;

- The completed events for the Town of Merrillville

- Juneteenth Celebration
- July 3rd Fireworks
- Julu 4th Parade

Councilor Neal thanked everyone for their participation in these Town events.

Councilor Neal also reported that Chas Riley pulled statistics from the Town's Facebook Page on the residents' engagement. The statistics were as follows:

- 22,315 Facebook accounts after the fireworks
- 41,0000 Facebook accounts after the parade

Based on these numbers, the residents are engaging in our events. This year we used a Quick Response Code (QR Code) to allow the residents to vote for the best float. We received 1,500 votes during the parade. The winners are as follows:

- 1st Place – 103 VIP (338 Votes)
- 2nd Place – 219 Ride'N Wranglers (252 Votes)
- 3rd Place – Danny The Dog Gromer (213 Votes)

Councilor Neal received an email from Byron Messier thanking the committees, Jay Pharell, Parks and Recreation staff, Police and Fire Department staff, Linda Rosa from Town Administration, other Town Employees, and other volunteers.

Councilor Neal also reported that the football camp used the field at the Dean and Barbara White Community Center. We had about 120 participants attend this camp. She thanked the Neal Foundation, D1 Training, and the council.

Councilor Neal reported that the first bike club meeting was held. The Town of Merrillville is getting a bike club to get our community active. The upcoming events are National Night Out, Trunk or Treat, and Christmas Tree Annual Lighting Ceremony.

DEPARTMENT & COMMISSION REPORTS

LAKE COUNTY SOLID WASTE MANAGEMENT-NEAL– Councilor Neal reported that a meeting is scheduled for July 18th at 6:30 p.m. She will not be attending but will give the council updates at a later date.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION-HARDAWAY – Councilor Hardaway reported that the next meeting will be on September 19th.

STORMWATER MANAGEMENT RESOURCES-LAKE – Director Matt Lake reported on the following projects:

- Hickory Lake Ridge Retention Pond Project – This significant project is going out for bid.
- Fee Study Retention Pond – The fee study is completed. We will have a public hearing and resolution that will be voted on at our next board meeting and the ordinance will be presented to the council thereafter for consideration.
- 69th Connecticut – Grimmer Construction will be mobilizing. We will be presenting to the Little Calumet full board and requesting funding for half of the construction cost.

Director Lake elaborated on other projects of Stormwater Management.

SOUTHSHORE VISITORS AND CONVENTION AUTHORITY-PATENA – Deanne Patena wasn't present at the meeting.

FIRE TERRITORY BOARD - NEAL & HARDAWAY – Councilor Hardaway reported that a meeting was held at 4:00 p.m. today. A section of the meeting was an Executive Session to correct an oversight on paid overtime. The overtime will be paid and there was no complaint. This was

an internal discovery. It was $36.000 per year doubled for a total of $72,000.00 to be paid in overtime.

Councilor Hardway also reported in the regular meeting the cell tower agreement was discussed. Eric Blackmon explained to the board that a $400,000.00 buyout agreement needed to be signed by the attorney and notarized.

Upon a question from President Bella regarding a meeting with Chief Yerga to get more information regarding the overtime and share the information with Attorney Svetanoff, Town Manager Griffin responded that he would meet with Chief Yerga and share the information with Attorney Svetanoff.

DEPARTMENT REPORTS/ TOWN MANAGER

Interim Assistant Director Roberts – Parks and Recreation
Interim Assistant Director Roberts reported on the following updates at the Dean and Barbara White Community Center:

- Circle R is coming out to look at the HVAC system this week.
- There was a lot of graffiti at Stefek Park over the July 4th holiday.
- The is an issue with one of the security cameras. The representative thinks it may be a light pole issue.

Chief Nuses – Police Department
Chief Nuses reported the official numbers for June 2024:

- Calls for Service – a little over 2.400 calls
- Traffic Stops – 525 traffic stops
- Tickets – unofficially about 200 (the official count is still in process)

Chief Nuses also reported that the four new officers are halfway through their training. After they finish, the Police Department can focus on the Traffic Unit. He explained Merrillville's Officer Osborne's role as part of the Lake County Task Force.

Chief Nuses reported that the Women's Defense Training for August 2024 might be delayed. The Officer is being deployed and will be gone for almost a year. He also thanked Payroll Administration Robyn Hudson for her detection of a phishing email regarding changing an officer's banking information for direct deposit.

Director Shine - Building and Planning
Director Shine will report on the BZAs later on the agenda.

Director King – Street Department
Direct King updated the council on the following projects;

- Branch Pickup – The branch crew will be out until the end of September.
- Asphalt Patching – The Street Department has completed some small jobs.
- Concrete – Next week, the Street Department began doing concrete all over the Town.
- July 4th Parade – Half of the Street Department helped with this event
- Fuel Tanks – The diesel fuel tanks have been removed from the site and backfilled. Restoration work will follow after the ground settles.

Clerk-Treasurer Eric January – Office of the Clerk-Treasurer
Clerk-Treasurer Eric January reported that the Town received May's Food and Beverage Tax revenue in the amount of 71,947.51. The increase in part is due to some prior periods' collections of $5,000.00. This brings the total amount collected for 2024 to $237,010.68.

He also reported that real estate revenues were received in June. The total cash balance is $38,326,813.49 divided among RDA, Court, Stormwater, and Town.

Town Manager Griffin – Town Administration

Town Manager Griffin reported that a written report was given to the council members and Clerk-Treasurer Eric January. He called attention to the following items:

1. Liens
   - A meeting was held with the Administrative Law Judge to get an understanding of the process. Town Manager Griffin will continue to have meetings. He will be doing a workshop on how to release a lien.

2. Semi-Quincentennial
   - This term means the 250th anniversary of the Declaration of Independence. Town Manager Griffin will be ordering materials from the National Archives and meetings regarding this event will be scheduled at a later date.

Councilor Pettit requested to go back to Council Affairs to add a resolution to the agenda.

COUNCIL AFFAIRS

It was moved by Councilor Pettit and seconded by Councilor Uzelac to add Resolution 24-20 to the agenda.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The resolution was added to the agenda.

GENERAL ORDERS

A. Ordinances:

First Reading:
NONE

Second Reading:
NONE

B. Resolutions:

1. **Resolution 24-16 (Discussion and Voice Vote)**
   A Resolution of the Town of Merrillville, Indiana, Regarding Wavier of Non-Compliance. (Quality Pasta LLC)

RESOLUTION #24-16

RESOLUTION OF THE TOWN OF MERRILLVILLE, INDIANA, REGARDING WAIVER OF NON-COMPLIANCE

(Quality Pasta Company LLC)

WHEREAS, the Town Council of the Town of Merrillville has heretofore adopted its resolutions (the "Resolutions") establishing an economic revitalization area (the "ERA") for certain personal property (the "Project") of Quality Pasta Company, LLC, or an affiliate thereof (the "Taxpayer") pursuant to the provisions of I.C. 6-1.1-12.1; and

WHEREAS, the Taxpayer did not file and/or made a late filing of the form CF-1/PP and form 103-ERA (the "Non-Compliance"); and

WHEREAS, I.C. 6-1.1-12.1-9.5 and I.C. 6-1.1-12.1-11.3 authorize the Town Council to waive the Non-Compliance; and

WHEREAS, the Taxpayer has requested that the Town Council waive the Non-Compliance; and

WHEREAS, this Town Council on July 9, 2024, held a public hearing pursuant to notice duly published in the *Northwest Indiana Times*, and has heard and considered the testimony of any person interested in the proceedings regarding the foregoing.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Merrillville that the Town Council hereby waives the Non-Compliance.

ALL OF WHICH IS PASSED AND ADOPTED THIS 9th DAY OF JULY, 2024, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.

TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, TOWN COUNCIL

It was moved by Councilor Pettit and seconded by Councilor Uzelac to approve Resolution 24-15.

Upon a question from President Bella regarding a voice vote or roll call on the resolution, Attorney Svetanoff responded roll call vote.

Clerk-Treasurer Eric January asked for an explanation on the CF-1 form.

Attorney Svetanoff explained the CF-1 form.

- The CF-1 form is a tax abatement form that must be submitted to the Lake County Auditor and Assessor on an annual basis.
- Councilor Pettit added when a tax abatement petition is filed, they submit an SB-1 form which is a Statement of Benefit form.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The resolution was approved.

(The original is on file in the Office of the Clerk-Treasurer)

2. **Resolution 24-17 (Discussion and Voice Vote)**
A Resolution of the Town of Merrillville, Indiana, Regarding Wavier of Non-Compliance. (1000 West Lincoln HWY LLC)

RESOLUTION #24-17_

RESOLUTION OF THE TOWN OF MERRILLVILLE, INDIANA, REGARDING WAIVER OF NON-COMPLIANCE

(1000 West Lincoln Highway, LLC)

WHEREAS, the Town Council of the Town of Merrillville has heretofore adopted its resolutions (the "Resolutions") establishing an economic revitalization area (the "ERA") for certain real property (the "Project") of 1000 West Lincoln Highway, LLC, or an affiliate thereof (the "Taxpayer") pursuant to the provisions of I.C. 6-1.1-12.1; and

WHEREAS, the Taxpayer did not file and/or made a late filing of the form CF-1/Real Property and form 322/RE (the "Non-Compliance"); and

WHEREAS, I.C. 6-1.1-12.1-9.5 and I.C. 6-1.1-12.1-11.3 authorize the Town Council to waive the Non-Compliance; and

WHEREAS, the Taxpayer has requested that the Town Council waive the Non-Compliance; and

WHEREAS, this Town Council on July 9, 2024, held a public hearing pursuant to notice duly published in the *Northwest Indiana Times*, and has heard and considered the testimony of any person interested in the proceedings regarding the foregoing.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Merrillville that the Town Council hereby waives the Non-Compliance.

ALL OF WHICH IS PASSED AND ADOPTED THIS 9th DAY OF JULY, 2024, BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA.

TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, TOWN COUNCIL

It was moved by Councilor Pettit and seconded by Councilor Uzelac to approve Resolution 24-17.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The resolution was approved.

(The original is on file in the Office of the Clerk-Treasurer)

3. **Resolution 24-18 (Discussion and Voice Vote)**
A Resolution of the Town of Merrillville, Indiana, Transferring Monies of the 2024 Budget Within the General Fund.

RESOLUTION # 24-18
TOWN OF MERRILLVILLE, INDIANA

A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, TRANSFERRING MONIES OF THE 2024 BUDGET WITHIN THE GENERAL FUND

WHEREAS, in the appropriation of funds for the year 2024, there is a need to transfer certain monies within the General Fund, therefore

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

		Decrease	Increase
1101008118	General/P-T Bailiffs	$ 4,950.00	
1101008394	General/Contractual Svcs		$4,950.00
	Total:	$ 4,950.00	$4,950.00

DULY ADOPTED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, this____ day of _____, 2024.

It was moved by Councilor Uzelac and seconded by Councilor Neal to approve Resolution 24-18.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The resolution was approved.

(The original is on file in the Office of the Clerk-Treasurer)

4. **Resolution 24-19 (Discussion and Voice Vote)**
A Resolution of the Town of Merrillville, Indiana, to Enter into an Agreement with the County of Lake, Indiana in Undertaking Community Development Activities.

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TOWN of MERRILLVILLE
Town Council Resolution No. 24-19

A RESOLUTION AUTHORIZING THE TOWN of MERRILLVILLE, INDIANA TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF LAKE, INDIANA IN UNDERTAKING COMMUNITY DEVELOPMENT ACTIVITIES

WHEREAS, The Town Of Merrillville, Indiana is interested in participating in the Community Development Block Grant programming benefitting local community development activities;

WHEREAS, It is necessary for the Town of Merrillville to obtain funds to achieve local community development goals and objectives as provided by the Housing and Community Development Act of 1974 as amended;

WHEREAS, Said Act encourages municipalities to enter into Cooperation Agreements with the County regarding said Act; and

WHEREAS, The County of Lake has expressed its desire to qualify as an Urban County under the provisions of the aforementioned Act,

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

Section 1. That the Town Council President of the /Town of Merrillville is hereby authorized and directed to enter into an agreement with the County of Lake, Indiana, for the purpose of undertaking essential community development activities;

Section 2. That a copy of which Agreement shall be attached hereto, incorporated herein by reference and identified as "Exhibit A".

DULY ADOPTED and RESOLVED by the TOWN COUNCIL of the TOWN of MERRILLVILLE, LAKE COUNTY, INDIANA, this 9th day of July 2024.

TOWN COUNCIL of the TOWN of MERRILLVILLE, INDIANA

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Exhibit A

FY 2025 – 2027
COOPERATION AGREEMENT

This Agreement, entered into this 9th day of July 2024, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Merrillville, Indiana, hereinafter called "Municipality".

WITNESSETH:

WHEREAS, The Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended to date (hereinafter referred to as the "Act"). This Act creates the Community Development Block Grant (CDBG) Program which has as its primary goals the funding of activities which benefit low and moderate income households or, prevent or eliminate slums or blight or, meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs;

WHEREAS, Both the Municipality and the County are desirous of entering into community development activities within the County of Lake which are directed toward said goals and are desirous of seeking such Federal funding as may be available to them, pursuant to the Act;

WHEREAS, Municipalities and counties in Indiana have authority to enter into agreements whereby a County may undertake, and is authorized by a Municipality, to exercise any power, perform any function, or render any service on behalf of a Municipality, which such Municipality may exercise, perform or render;

WHEREAS, The Municipality and the County each have authority to carry out the kinds of activities which are the objectives of the Act pursuant to statutes of the Indiana Revised Code; and,

WHEREAS, The Municipality and the County have agreed that it is in the best interest of their constituents that the objectives and goals of the Act be carried out within the County of Lake and that the Municipality and the County should join together in community development activities,

NOW THEREFORE IN CONSIDERATION of the provisions hereinbefore and herein after contained, it is mutually agreed as follows:

1. The term of this agreement shall commence September 1, 2025 (the County's FY 2025 CDBG funding year), terminating on August 31, 2028 (completion of the County's FY 2027 funding year). This Agreement shall include such additional time as may be required for the expenditure of CDBG and Home Investment Partnership Program (HOME) funds and program income, if any, granted to the participating unit of local government during the three year qualification period under this agreement are expended and the funded activities completed, subject to the limitations of ITEM 16 of this Agreement.

Neither the County nor the participating unit of general local government may terminate or withdraw from the agreement while the agreement remains in effect.

This Agreement may only be terminated by either party to the Agreement if the U.S. Department of Housing and Urban Development fails to provide Community Development funds to Lake County, Indiana under the Urban County provisions of the Housing and Community Development Act of 1974, as amended, for Federal fiscal years FY25, FY26 and FY27.

2. The Municipality and the County shall cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically, those activities authorized by the Indiana Revised Code 36-7.

3. The Municipality hereby authorizes the County to undertake and assist the Municipality in carrying out all of the essential activities and objectives of the Act as set forth in the Federal Register, Volume 30, Number 220, Part III, dated November 13, 1974, and its subsequent revisions, incorporated herein by reference, and all applicable State and Local laws. All activities carried out under this agreement are under the jurisdiction of the Lake County Community Economic Development Department as administrated by the Lake County Redevelopment Commission.

4. The County shall prepare and submit applications to the Secretary of Housing and Urban Development for grants under the terms of the Housing and Community Development Act of 1974, and the National Affordable Housing Act of 1990, as amended to date. These applications shall set forth a Statement of Community Development Objectives, Projected use of Funds and the Consolidated Plan shall hereinafter together be called the "Plan".

5. The Municipality may prepare recommended community development projects and activities within its boundaries. These projects and activities must be in accordance with the goals and objectives of the Act, and must be eligible for funding under the Act. It is understood between the parties that the County is required to administer the program, and it is further understood that the County shall have the responsibility for making the final decisions regarding the distribution of funds and the selection of activities. It is the stated intent of the County that any CDBG Entitlement funds provided under the Urban County Program are to be distributed fairly and on an equitable basis amongst all of the non-entitlement cities and towns, which are participating in the Urban County Program. It is the further intent of Lake County that each Municipality participating in Urban County Community Development Program shall receive funding for some project, or activity, which is eligible under the Act, and meets the goals of the Act. It is also further understood that the Act places emphasis on urban areas in providing for the distribution of Urban County formula projects.

6. If projects or activities within the Municipality are approved and funded, pursuant to the application, the County may permit the Municipality to implement those portions of the plans which are to take place within its boundaries, or the County may implement all portions of the Plan. The parties acknowledge that, the County will have the responsibility and authority for the overall implementation of the program, and for the proper use of the Urban County formula in accordance with the requirements of the Act.

7. The County shall develop a uniform administration procedure for the development of the application and the distribution of Community Development funds.

These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the Secretary may develop for the distribution and expenditure of Urban County formula funds.

8. The Municipality authorizes the County to do on behalf of the Municipality in accordance with the conditions of this agreement, all things which the Municipality could do for itself in the making of the application for, and the expenditure of, Urban County funds.

9. The Municipality and the County have adopted, and are enforcing, a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities pursuant to this Agreement. The Parties further agree that they will take all necessary actions to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended to date, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act to affirmatively further fair housing, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended to date which incorporates Section 504 of the Rehabilitation Development Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws which may apply. The parties further agree that the county shall not fund any activity which is in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing with the jurisdiction of its local government, or that impedes the County's actions to comply with its fair housing certification.

11. The Municipality agrees to comply with all applicable regulations, laws, notices and other requirements of HUD now, or hereafter in effect, pertaining to the CDBG Entitlement Program and the HOME Program. The Municipality further understands that noncompliance by the municipality can provide cause for funding sanctions or other remedial actions by the County, and or, the U.S. Department of Housing and Urban Development.

12. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indiana tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

13. The County and Municipality agree that any municipality who has control over CDBG funds, including program income, shall adhere to all regulations applicable to subrecipient under 570.501(b) including the requirements of a written agreement set forth in 570.503 regarding;

1. Statement of Work
2. Records and Reports
3. Program Income

4. Uniform Administrative Requirements
5. Other Program Requirements
6. Conditions for Religious Organizations
7. Suspension and Termination
8. Reversion of Assets
9. Use of Real Property

It is further understood that the Municipality is not a Subrecipient under the existing Cooperation Agreement.

14. The Municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG Program; and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

15. The terms of this Agreement covers both the CDBG Entitlement Program and the Home Investment Partnership Program.

16. FY2025 Program Funds shall be expended by June 15, 2026
FY2026 Program Funds shall be expended by June 15, 2027
FY2027 Program Funds shall be expended by June 15, 2028

IF CDBG FUNDS ARE NOT EXPENDED BY THE ABOVE DATES THOSE FUNDS SHALL BE RE-CAPTURED BY THE COUNTY.

IN WITNESS WHERE OF the parties have hereunto set their hand this _____day of _____, 20___.

EXECUTION OF AGREEMENT

TOWN OF MERRILLVILLE, INDIANA

It was moved by Councilor Uzelac and seconded by Councilor Pettit to approve Resolution 24-19.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The resolution was approved.

(The original is on file in the Office of the Clerk-Treasurer)

5. **Resolution 24-20 (Discussion and Voice Vote)**
A Resolution of the Town Council of the Town of Merrillville Authorizing Waiver of Certain Building Fees Except for Those Associated With Inspections Until Such Time As Ordinance Can Be Considered for Passage And Adoption Under I.C. 36-5-2-9- and I.C. 36-1-3 et seq.

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TOWN of MERRILLVILLE
RESOLUTION No. 24-20

A RESOLUTION of the TOWN COUNCIL of the TOWN of MERRILLVILLE AUTHORIZING WAIVER OF CERTAIN BUILDING FEES EXCEPT for THOSE ASSOCIATED WITH INSPECTIONS UNTIL SUCH TIME AS AN ORDINANCE CAN BE CONSIDERED for PASSAGE AND ADOPTION PURSUANT to I.C. 36-5-2-9 and IC 36-1-3 et seq.

WHEREAS, The Town Council of the Town of Merrillville serves as both the legislative and fiscal body of the municipality, all pursuant to I.C. 36-1-2-6, I.C. 36-1-1-2-9 and I.C. 36-5-2-2;

WHEREAS, The legislative body may adopt ordinances, and resolutions for the performance of functions of the town, pursuant to I.C. 36-5-2-9(1);

WHEREAS, The policy of the state is to grant units all the powers that they need for the effective operation of government as to local affairs, pursuant to IC 36-1-3-2;

WHEREAS, The Merrillville Town Council now desires to exercise its lawful authority to establish provisionally a waiver of building fees for permits applied for by the Merrillville Conservancy District except for fees associated with Inspections, until such time as it a more formal discounting policy can be incorporated into the municipal code,

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

Section 1. That the Town Council hereby affirms the following language as set forth in Section 6-21 of the Merrillville Municipal Code:

(a) A permit shall be obtained before beginning construction, alteration or repair of any building or structure, the cost of which is provided for in subsection (d) of this section, using forms furnished by the Planning & Building director. All permits shall be issued by the Planning & Building director and all fees provided for shall be paid to clerk-treasurer of the town.

(1) Each person and/or entity applying for a business, industrial, demolition, or multiple-family dwelling building permit(s) shall provide as part of their submission a plan describing how their solid waste will be managed, including reduction, reuse and recycling steps taken to reduce their waste stream, which plan shall be subject to approval.

(2) Each person or entity applying for building permits for multifamily structures, including but not limited to duplexes, four-plexes and other such structures, shall provide as part of their submission a plan describing how

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(c) The fees which may be associated with a permit which shall be obtained by the **Merrillville Conservancy District**, before beginning of commercial construction, alteration or repair of any building or structure, are further modified and waived for the following Electrical Regulations:

(1) For plan reviews, the fee is waived;
(2) For electrical service (amperage), the fee is waived;

(d) The fees which may be associated with a permit which shall be obtained by the **Merrillville Conservancy District**, before beginning of commercial construction, alteration or repair of any building or structure, are further modified and waived for the following Plumbing Regulations:

(1) For plan reviews, the fee is waived;
(2) For plumbing service associated with fixtures and roof drains, and water main connections, and the lawn sprinkling, the fees are waived;

(e) The fees which may be associated with a permit which shall be obtained by the Merrillville Conservancy District, before beginning of commercial construction, alteration or repair of any building or structure, are further modified and waived for the following Mechanical Regulations:

(1) For plan reviews, the fee is waived;
(2) For mechanical service, the fees are waived;

(f) The fees which may be associated with a permit which shall be obtained by the Merrillville Conservancy District, before beginning of commercial construction, alteration or repair of any building or structure, are further modified and waived for the following Sign Regulations:

(1) For plan reviews, the fee is waived;
(2) For signs of all types, outlined in the sign service section, the fees are waived;

(g) Inspection requirements outlined in Section 6-22 of the Merrillville Municipal Code remain in force and shall be executed. All fees associated with the following regulatory services as set forth in Section 6-21(d) in the Merrillville Municipal Code associated with the inspection services or requirements are in full force and effect:

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the solid waste for the occupants of such structures will be managed, including reduction, reuse and recycling steps taken to reduce their waste stream, which plan shall be subject to approval.

(3) Each individual, business, or other entity, or any other applicant, upon being permitted to demolish any structure, be it residential, business or otherwise, or obtaining any renewal thereof, to provide as part of its submission a plan describing how the material will be managed, including reduction, reuse and recycling steps taken to reduce its waste stream, which plan shall be subject to approval.

(b) No building permit shall be issued for the foregoing purposes, unless the application for permit is accompanied by a plat or sketch of the proposed location showing lot boundaries, and by plans and specifications showing the work to be done. In addition, a copy of a design release, issued by the state Planning & Building director, the state fire marshal, pursuant to IC 22-15-3-1, shall be provided to the building commissioner before issuance of a permit for construction covered by such design release.

(c) Prior to the issuance of any building permit hereunder, the Planning & Building director shall:

(1) Review all building permit applications to determine full compliance with the provisions of this article.

(2) Review all building permit applications for new construction or substantial improvements to determine whether the proposed building sites will be in compliance with article II of chapter 7 of this Code.

(d) Start permit within six (6) months/complete within two (2) years.

Section 2. That the Town Council hereby further authorizes the following interim policy:

(a) A permit which shall be obtained by the Merrillville Conservancy District, before beginning of commercial construction, alteration or repair of any building or structure, the cost of which is modified as follows:

(1) For all building types, the plan review application fee is waived;
(2) For all building types, the building fee is waived;
(3) For all building types, the minimum or zoning fee is waived;
(4) For all building types, the engineering fee is waived;

(b) The fees which may be associated with a permit which shall be obtained by the Merrillville Conservancy District, before the beginning of commercial construction, alteration or repair of any building or structure, are further modified and waived for the following Fire Inspection Regulations:

(1) For an un-sprinkled building, the Fire fee is waived;
(2) For a sprinkled building, the Fire fee is waived;
(3) For a Sprinkler modification, the Fire fee is waived;

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(1) Inspection fees associated with electrical service
(2) Inspection fees associated with plumbing service
(3) Inspection fees associated with mechanical service
(4) Inspection fees associated with re-inspections, stop work orders, non-permitted work and non-licensed contractor offenses.

Section 3. That the waivers authorized with this resolution, shall be effective upon is passage and adoption from May 1, 2024, all pursuant to IC 36-1-4-16;

Section 4. That the Town Council hereby determines that this authorization shall continue until such time as an ordinance can be prepared to amend the Merrillville Municipal Code to include this in the municipal bylaws division of the code;

Section 5. That the Town Manager, the Planning and Building Director and the Town Attorney shall consult and prepare an ordinance for the consideration and favor of the Town Council, before the end of 2024.

Duly Resolved and Adopted this 9th Day of July 2024, by the Town Council of the Town of Merrillville, Lake County, Indiana.

TOWN COUNCIL of the TOWN of MERRILLVILLE, INDIANA

Town Manager Griffin explained Resolution 24-20.

It was moved by Councilor Uzelac and seconded by Councilor Pettit to approve Resolution 24-20.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The resolution was approved.

(The original is on file in the Office of the Clerk-Treasurer)

C. BZA & LARGE GATHERING ACTIONS

Petitioner: Joe Dejanovic
Owner: St. Elijah Serbian Orthodox Cathedral
Request: Approval for a Large Gathering Permit
Purpose: Church Fundraiser
Location: 8700 Taft Street
Times: July 20th, 11:00 am – 12:00 a.m. and July 21st, 12:00 p.m. – 5:00 p.m.

Planning and Building Director Shine explained the Large Gathering Action.

Upon a question from President Bella regarding this Petitioner holding this event every year and approval, Director Shine responded it is their Annual Siberia Fest which is approved every year.

It was moved by Councilor Uzelac and seconded by Councilor Haynes-Edwards to approve the Large Gathering Action.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The Large Gathering Action was approved.

Petitioner: Vernon Baity
Owner: City Mall
Request: Special Exception Approval
Purpose: To Allow a Church
Location: 5350 Broadway
Zoning: C-2, Community Commercial Zoning District

Planning and Building Director Shine reported the ABZA approved the use variance

It was moved by Councilor Chandler-Felton and seconded by Councilor Uzelac to approve the BZA Action.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The BZA Action was approved.

Petitioner: Jennifer Kimble
Owner: Liberty Square Holdings LLC (Dan Guerin)
Request: Special Exception Approval
Purpose: To Allow a Fitness Center with a Protein Bar
Location: 80 West 79th Avenue
Zoning: C-2, Community Commercial Zoning District

Planning and Building Director Shine reported the ABZA approved the use variance

It was moved by Councilor Pettit and seconded by Councilor Uzelac to approve the BZA Action.

Upon a question from Councilor Pettit regarding hours of operations per our ordinance, Director Shine responded that only contractors' hours start at 6:00 am.

Upon a question from Councilor Uzelac regarding the cost of membership, Petitioner Kimble responded that the cost is 59.99 per month which includes the gym plus fitness classes. A 25% discount will be given to seniors, veterans, students, and first responders.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The BZA Action was approved.

Petitioner: Allen Watkins
Owner: Broadway Office Group
Request: Variance of Use
Purpose: To Allow a Residential facility with Amenities
Location: 7020 Broadway
Zoning: C-2, Community Commercial Zoning District

Planning and Building Director Shine reported the ABZA approved the use variance.

Director Shine reported that Chief Nuses completed an assessment regarding Petitioner Watkins' variance of usage request. Director Shine read his recommendation into the record:

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Konstantinos Nuses
Chief of Police

Matthew Paunicka
Operations Commander

Joshua Miskus
Patrol Commander

Merrillville Police Department
7820 Broadway Merrillville, IN 46410
219-769-3531 – Fax 219-769-3846
Merrillville.IN.gov

Joshua Gonzales
Assistant Chief of Police

Matthew Vasel
Prof. Services Commander

Derek Diehl
Detective Commander

Date: June 7, 2024

To: Town Council, Sheila Shine

From: Chief Konstantinos D. Nuses

Subject: Recommendation Regarding Variance Request for 7020 Broadway

I am writing to provide my recommendation concerning the variance request for the property located at 7020 Broadway. After careful consideration and assessment of the pertinent factors, I advise against granting the requested variance.

Please feel free to contact me if you require further clarification or assistance regarding this matter.

Thank you for your attention to this recommendation.

Sincerely,

Konstantinos D. Nuses
Chief of Police

Director Shine explained the variance of use.

Upon a question from Councilor Uzelac regarding his recommendation, Chief Nuses responded he not recommending the variance of usage due to the public safety and welfare of the Town of Merrillville.

Upon a question from Councilor Pettit regarding time frame to act on the BZA either tonight or in two weeks before the BZA go into effect, Attorney Svetanoff responded the council needs to act tonight or in two weeks.

Attorney Svetanoff added that the Town's top safety official stated that this usage of variance will be a threat to public health, safety, and welfare through his investigation. Attorney Svetanoff also state the from his review of the application, the Petitioner never established the strict application of the zoning ordinance would constitute a necessary hardship if applied to the property and project.

It was moved by Councilor Uzelac and seconded by Councilor Haynes-Edwards to deny the BZA Action.

Upon a question from President Bella asking if the motion still stands with the added language from Attorney Svetanoff and the second, Councilor Uzelac stated her motion stand with the added language from Attonery Svetanoff and Councilor Haynes-Edwards stated her second stands with the Attorney added language.

It was moved by Councilor Uzelac and seconded by Councilor Haynes-Edwards to deny the BZA Action on the recommendation of the Chief of Police that the usage of variance is a threat to public, health, safety & welfare, and the Petitioner never established that the strict application of the zoning ordinance would constitute a necessary hardship if applied to the property and project.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Neal, Haynes-Edwards, Chandler-Felton, Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. There were no negatives. The motion passed. The BZA Action was denied.

Petitioner: OPS Living Merrillville
Owner: OPS Living Merrillville
Request: Special Exception Approval
Purpose: To Allow a Behavioral Health Treatment Center
Location: 8253 Virginia Street
Times:

Planning and Building Director Shine reported the ABZA approved the use variance

Director Shine reported that a meeting was held that included Councilor Pettit, the Petitioner's Attorney, a neighboring business, and the Petitioner. A letter was written to serve as open communication between the Town Council of Merrillville, Neighboring Businesses, and Harsha Recovering Center. Director Shine read the letter into the record.

HARSHA
BEHAVIORAL CENTER

Harsha Recovery Center

Special exception case #Z13E6-0524

Dear Town of Merrillville Council,

- We would like this letter to serve as an open communication tool to the board and its constituents regarding our recent and upcoming land use special exception case. To provide a brief overview of our recent hearings and process, we are the petitioner for the property located at 8253 Virginia Street, Merrillville, IN 46410. Our goal is to obtain approval from the Town Council to operate as a state licensed Residential Treatment facility, regulated and licensed with the Indiana Division of Mental Health and Addiction. Residential treatment is a live-in health care service for people who struggle with substance abuse. They are staffed with highly trained professionals who provide around-the-clock care and guidance. The goal is to help residents overcome their challenges and develop healthy coping skills.

- Common types of therapies you can receive as part of residential treatment include cognitive behavioral therapy, group therapy, and individual therapy. These therapies are part of a typical day at inpatient recovery centers. Scheduled activities such as meals, therapy sessions, group meetings, and leisure time are also common.

- Throughout the special exception process and public hearings, there has been great progress and receptiveness expressed by the board. However, there is a "**one-year review**" process contingency that has halted our progress because there is a likelihood of the exception being revoked after the one year. The open-ended nature of the stipulation has made it impossible for us to secure financing for a multi-million dollar investment in this location and continue to pursue opening a business and new location in Merrillville.

- Instead of fighting this stipulation, we want to offer a concrete resolution. The motivation behind replacing the one-year review is to have a more transparent relationship between the Town, Harsha Recovery Center, and the surrounding businesses at the subject facility in which we are pursuing this approval.

Harsha would ask that the board and its decision-makers remove the one-year review process and replace it with the contingencies listed below if approved which go beyond a one year period:

1. Harsha Recovery Center "Quarterly update report" shall be addressed and delivered to the Town Council of Merrillville, as well as the identified adjacent businesses, by the second day of each quarter which will include the items listed below.

HARSHA
BEHAVIORAL CENTER

2. Ongoing neighbor relationships and any addressed issues related to operations at the location, measures and policies that are implemented to minimize neighboring business owner disputes, and any complaints made towards our business that we are made aware of and how we plan to address those concerns which include staffing/employee metrics, additional policies and procedures, and review of any economic impacts to the town and general client outcomes. We believe that that a self-governing solution and transparent relationship with the town and neighboring business owners will be a positive solution to all parties.

3. If a review of incidents results in discussion with the Town and neighboring businesses that results in a determination that installation of fencing in areas of the property may resolve concerns of the Town and/or neighboring businesses, Harsha will agree to install fencing following a staff review of the appropriate size, location and placement details. This will also include any amendments and modifications to policies from item 2 that would overlap with the goals of installing fencing in the future, if necessary.

It was moved by Councilor Pettit and seconded by Councilor Uzelac to approve the BZA with the three conditions stated in the letter.

Chief Nuses stated it would be excellent if all the parties involved can come up with a policy or action plan.

Upon a roll call vote, there were four affirmatives and three negatives. Councilors Uzelac, Pettit, Hardaway, and Bella voted in the affirmative. Councilors Neal, Haynes-Edwards, and Chandler-Felton voted in the negative. The motion passed. The BZA Action was approved with the three conditions stated in the letter.

OLD BUSINESS

Councilor Pettit reported that Director King, Interim Assistant Director Roberts, and himself need to get together with Mike Neal to inspect the Moe's building on the Westside of Broadway. The building needs painting and repairs.

NEW BUSINESS

NONE

PUBLIC COMMENT

1. Darian Collins Merrillville, Indiana voiced her concerns regarding the splash pads, Superintendent Dr. Dexter Suggs of Merrillville School Corporation, and the Semi-Quincentennial.

2. Will Aikens Merrillville, Indiana voiced his concern regarding the July 4th Parade and Merrillville Pop Warner.

3. Melissa Smith Merrillville, Indiana voiced her concern regarding the July 4th Parade and Merrillville Pop Warner

4. Bryon Messer Merrillville, Indiana voiced his concerns regarding the July 4th Parade, Merrillville Pop Warner, Tax Abatement, BZA Action, and Firefighter Memorial.

5. Christine McGee Merrillville, Indiana voiced her concern regarding the July 4th Parade and Merrillville Pop Warner

6. Chanda Flowers Merrillville, Indiana voiced her concern regarding the July 4th Parade, Merrillville Pop Warner, and longevity pay.

ANNOUNCEMENTS

The Town Council President announced the following:

- Town Council Meeting Tuesday, July 23rd at 6:30 p.m.
- RDC Meeting July 23rd at 6:15 p.m.
- Job Fair July 24th from 11:30a.m – 2:30 p.m. at the Dean and Barbara White Community Center

ADJOURNMENT

Having completed all items on the agenda, the President declared the meeting adjourned at 8:19 p.m.

PRESIDENT PRO-TEM

Rick Bella, Town Council President

Eric O. January, Clerk-Treasurer

Respectfully Submitted By Angela Lewis