Town Council of Merrillville
7820 Broadway Ave - Merrillville, IN 46410
Town Council Meeting Minutes of the Regular Meeting of
September 24, 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 Robert Szoke Impact Church.

ROLL CALL of COUNCIL: – Present at the meeting were Councilors Rhonda Neal, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella. Clerk-Treasurer Eric January was present to memorialize the proceedings. Councilor Shauna Haynes-Edwards wasn't present at roll call. A quorum was attained.

Council Shauna Haynes-Edwards came in during the Employee of the Month presentation.

PETITIONS, COMMUNICATIONS, ACKNOWLEDGEMENTS, AND REMONSTRATIONS:

- **Employee of the Month – September:**

  Town Manager Griffin and Director Matthew Lake of Stormwater Management presented to the council and audience Mike Mahy as September's Employee of the Month for the Town of Merrillville. Director Lake elaborated on Mr. Mahy 's exemplary qualities as an employee at the Stormwater Management. Mr. Mahy received a certificate of recognition and a gift card on behalf of the Town of Merrillville for his work at Stormwater Management.

- **Letter from Lake County Council:**

  President Bella reported that he received a letter from Lake County Council with their recommendation and nomination for Daniel C. Stevenson Sr. to be appointed by the Town of Merrillville to the Economic Development Commission. Mr. Stevenson Sr. has been nominated to serve for the reminder of the four-year term that will expire on January 31, 2025.

  President Bella accepted the recommendation of the Lake County Council and appointed Mr. Daniel C. Steveson Sr. to the Merrillville Redevelopment Commission, President Bella also stated that an initial meeting and get together will be announced later.

PUBLIC HEARING:

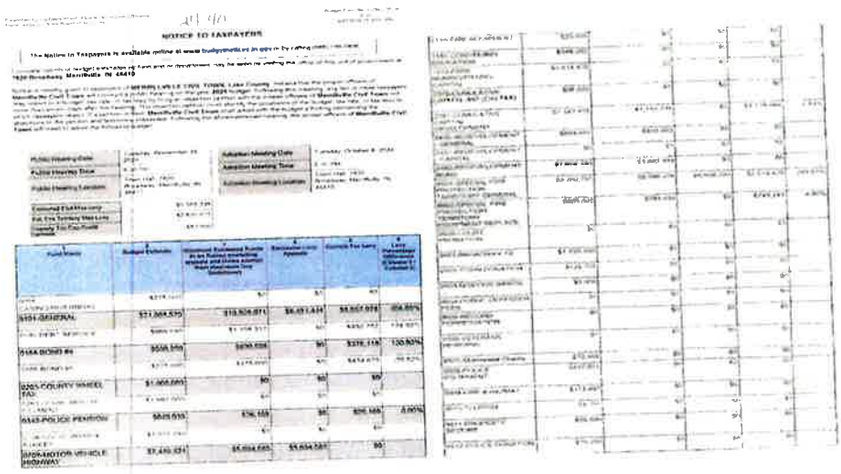
1. Pre-Adoption Hearing of the Proposed Fiscal Year 2025 Budget for the Town of Merrillville.
   a. Verification of Publication Under the latest law, no publication by unit just by the Department of Local Government Finance online Gateway. The proposed budget must be submitted to the Gateway at least 10 days before the preliminary Hearing. The proposed budget notice was filed on September 13, 2024.

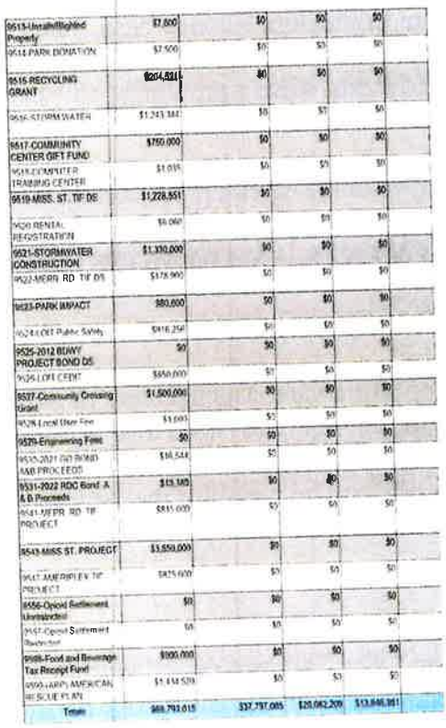
      President Bella asked that Town Manager Griffin explain the 2025 Budget and property taxes.

      Town Manager Griffin responded that before he proceeds with the explanation of the 2025 Budget, he would like to make sure the publication is in order.

Attorney Svetanoff reported that the publication is in order and at this time it's necessary to proceed.

b. Introduction of proposed Ordinance No. 24-40: An Ordinance of Appropriations and budget Levies and Rate for the 2025 Budget.





Town Manager Griffin explained Ordinance No. 24-40 and property taxes.

The goal of this 2025 budget is as follows:

- Add 21 more Police Officers to the Merrillville Police Department
- Add 21 to 24 more Fire Fighter to the Merrillville Fire Department
- Add 20 more miles of road (milling and resurfacing)
- Creates a General Fund for Redevelopment

President Bella also asked Town Manager Griffin to explain the Property Tax Levy. Town Manager Griffin explained the Property Tax Levy.

Town Manager Griffin reported that the proposed spending for 2025 is $69,793,015.00 which is the sum of every fund. The General Fund component of that sum is $21,000,000.00. The proposed estimate levy to support that is $37,797,065.00. The total amount property tax levies imposed now is $20,082,209.00. The $20,000,000,00 is the Excessive Levy Appeal and the current Levies are $13,848,361.00 To be clear, the $20,082,209.00 is the amount of the $37,797,065.00 is the extra that the Town of Merrillville is asking from Department Local Government Finance (DLGF). We currently only have $13.8 million.

c) Public Hearing:

There were no comments from the council.

Public Comments:

1. Bryon Messer Merrillville, Indiana voiced his concerns regarding the Public Notices, 2025 Budget, Public Safety, and Property Taxes.
2. Ron Barendella Merrillville, Indiana voiced his concerns regarding the 2025 Budget, Stormwater, and Property Taxes.
3. Clerk-Treasurer Eric January voiced his concerns regarding the 2025 Budget, Boys and Girls Club, Andrean High School, and Property Taxes.
4. Trina Barendella, Merrillville, Indiana voiced her concerns regarding property taxes, public safety, and Andrean High School.
5. Romell Bryant, Merrillville, Indiana voiced her concerns regarding 2025 Budget, Dean and Barbara White Community Center, Public Safety, and Property Taxes.
6. Caroyln Beer Merrillville, Indiana voiced her concerns regarding illegals and encampments.
7. Helen Piro Merrillville, Indiana voiced her concerns regarding the 2025 Budget, vision of the council for the Town of Merrillville, and bike trails.

President Bella explained the history of the Town of Merrillville. He reported that the 2025 Budget is our appeal to the state that we need help with our budget to take care of our growth rate in the Town of Merrillville.

Clerk-Treasurer Eric January stated that we may need tax dollars, but we also need fiscal restraint.

Upon a question from President Bella regarding council action on Ordinance 24-40, Town Manager Griffin responded that it's the council custom to act on first reading ordinances.

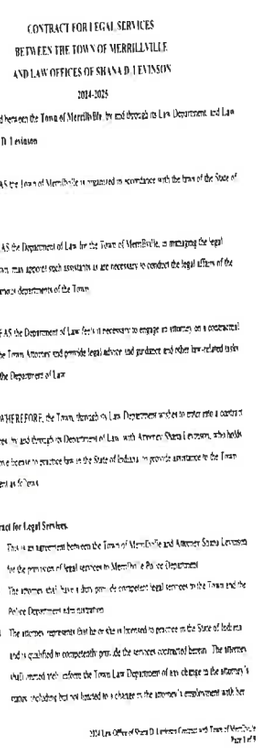
It was moved by Councilor Neal and seconded by Councilor Pettit to approve Ordinance 24-40 on the first reading.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Rhonda Neal, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The ordinance was approved on first reading.

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

CONSENT AGENDA:

- Accts. Payable Register Voucher Approval for September 24th, 2024
- AP Register Summary for ARP Purchases for September 24th, 2024
- Approval of Town Council Meeting Minutes September 10th, 2024
- Approval of Dean & Barbara White Committee Meeting Minutes of June 27th. 2024
- Approval of Dean & Barbara White Committee Meeting Minutes of July 25th, 2024
- Approval of Dean & Barbara White Committee Meeting Minutes of August 22nd, 2024
- Approval of Personnel & Employee Benefits Committee Meeting Minutes of August 30th, 2024
- Approval of Council Affairs Committee Meeting Minutes for September 4th, 2024
- Approval of ARPA Committee Meeting Minutes of September 9th, 2024
- Contract Approval for Attorney Shana Levinson to represent Police Department Chief Nuses and Administration.



CONTRACT FOR LEGAL SERVICES
BETWEEN THE TOWN OF MERRILLVILLE
AND LAW OFFICES OF SHANA D. LEVINSON
2024-2025

It is agreed between the Town of Merrillville, by and through its Law Department, and Law Offices of Shana D. Levinson

WHEREAS the Town of Merrillville is organized in accordance with the laws of the State of Indiana

WHEREAS the Department of Law for the Town of Merrillville, in managing the legal affairs of the Town, may appoint such assistants as are necessary to conduct the legal affairs of the Town and the various departments of the Town

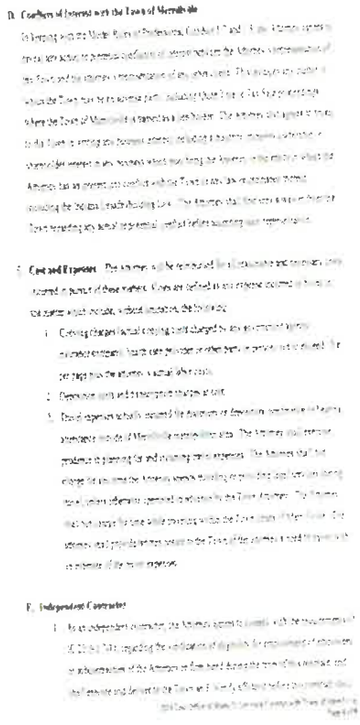
WHEREAS the Department of Law feels it necessary to engage an attorney on a contractual basis to assist the Town Attorney and provide legal advice and guidance and other law related tasks as assigned by the Department of Law

NOW, WHEREFORE, the Town, through its Law Department wishes to enter into a contract for legal services, by and through its Department of Law, with Attorney Shana Levinson, who holds a valid and active license to practice law in the State of Indiana, to provide assistance to the Town Law Department as follows

A. Contract for Legal Services.

1. This is an agreement between the Town of Merrillville and Attorney Shana Levinson for the provision of legal services to Merrillville Police Department
2. The attorney shall have a duty to provide competent legal services to the Town and the Police Department when requested
3. The attorney represents that he or she is licensed to practice in the State of Indiana and is qualified to competently provide the services contracted herein. The attorney shall, at all times, inform the Town Law Department of any change in the attorney's status, including but not limited to a change in the attorney's employment with her





become valid and enforceable.

2. It is expressly acknowledged by the parties that Attorney is an 'independent contractor' and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship
3. Specifically, the Attorney shall not be eligible for employment benefits during the period of performance of this contract, shall not use this contract to help determine eligibility, nor shall the Attorney be eligible for unemployment benefits or other benefits upon the termination of this contract. The Attorney understands and agrees that he or she is not an employee of the Town of Merrillville, is not eligible for employment benefits during the performance of this contract, and that he or she will not seek unemployment benefits upon the termination of this contract

G. Termination

1. The attorney may be discharged by the Town at any time upon written notice. The attorney may terminate his/her services to the Town at any time upon written notice to the Town
2. If this contract is terminated by either party before its date of expiration, the attorney or firm shall, within thirty days of such termination submit a final invoice that contains any and all charges for work performed by the attorney or firm. The Town shall review said invoice in a timely manner and process justified and reasonable charges within a reasonable time period and submit the same for payment. The Town shall provide written explanation of any charges or invoices which are rejected by the Town

H. Applicable Law

1. This agreement shall be governed by the law of Indiana in all respects. Indiana shall be the preferred venue for the resolution of any matter or dispute which may arise under this contract

I. Duration / Term

1. The term of this contract shall be approved by the Town Board of Public Works. Contract term will commence on the 13th day of September, 2024 through the 13th day of September, 2025, at which time the contract shall terminate without further notice to the parties, unless earlier extended in writing.

J. Severability

1. If any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part by a court of competent jurisdiction, the remainder of the provisions or enforceable parts hereof shall not be affected thereby, shall remain in full force and effect and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the ____ day of _____, 2024

Law Offices of Shana D. Levinson

By: _____ _____
Shana Levinson (Attorney) Date

Town of Merrillville _____

By: _____ _____
Date

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

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 the committee has no additional updates for the 2025 budget.

COUNCIL AFFAIRS- PETTIT – Councilor Pettit reported that a committee meeting will be held after his meeting with Town Manager Griffin and Attorney Svetanoff.

Upon a question from Councilor Pettit regarding a Personal Policy ordinance for review, Town Manager Griffin responded there is one and it requires circulation of the proposals and writing to department heads for feedback. The policy document will have to go back to the Council Affairs Committee at a future date.

STREET DEPARTMENT- UZELAC– Councilor Uzelac reported the following:

- The Street Department has completed the crack sealing on Merrillville Road.
- Branch pickup is ongoing until September 30th.
- Creekwood Crossing is requesting a stop sign and additional No Parking signs.
- A resident is requesting a streetlight repair in Fox Moor.

Upon a question for Councilor Uzelac regarding the repair of the streetlight, Director Steve King responded that parts are on order for the repair.

Upon a question form Councilor Hardaway regarding what can be taken in a branch pickup, Director King responded branches free of dirt, debris, garbage, and less than 6 inches in diameter. Residents can bring branches to the North facility located on 5750 Tyler Street until October 1, 2024. After October 1st, branches can be brought to our facility located on 13 West 73rd Avenue.

ELECTIONS, PUBLIC RELATIONS, & TOWN BEAUTIFICATION - NEAL- Councilor Neal reported that the committee is waiting on pricing for the Gateway Signs. A committee meeting will be schedule in a couple of weeks.

ENVIRONMENTAL AFFAIRS- PETTIT – Councilor Pettit reported he will defer to Councilor Neal and Director Lake during their reports on Lake County Solid Waste and Stormwater Management.

PERSONNEL POLICY & EMPLOYEE BENEFITS – HARDAWAY- Councilor Hardaway reported that numerous positions are available at the Dean and Barbara White Community Center and posted on the Town's website at:
https://www.merrillville.in.gov/department/human_resources.php.

The positions available are Event Manager, Site Supervisor, and Front Desk Attendant. Councilor Hardaway also reported that the committee is gearing up for insurance renewal and there will be meetings with staff regarding the selections of insurance plans.

PUBLIC SAFETY- HARDAWAY- Councilor Hardaway reported that she has nothing to report but defer to Chief Nuses report under Department's Reports.

ECONOMIC DEVELOPMENT-PETTIT – Councilor Pettit reported that Redevelopment Commission meeting was held before tonight's Town Council Meeting. The two items of importance were as follows:

- Securing right-of-way for the 69th Mississippi Roundabout
- Securing $3,000,000.00 in federal funding.

The Redevelopment Commissions approved these two items.

UTILITY LIAISON – CHANDLER-FELTON – Councilor Chandler-Felton had nothing to report.

PARKS AND DEAN & BARABAR COMMITTEE - PETTIT – Councilor Pettit reported that a committee meeting will occur at the end of September where the budget, personnel, and the HVAC system at the Dean and Barbara White Community Center where $7,700.00 have been allocated to do an energy audit.

Upon a question from Councilor Hardaway regarding the walkway at Pruzin Park being blocked off, Director King responded that the boardwalk is still currently blocked off.

SPECIAL COMMITTEES

ABANDONED-BLIGHTED PROPERTIES - HAYNES-EDWARDS & CHANDLER-FELTON– Councilor Haynes-Edwards reported that the committee attended a certified training led by Town Manager Griffin which included her, Chief Nuses, Code Enforcement Officers, Judge Gikas, Attorney Ricardo, and Director Sheila Shine.

SEMI-QUINCENTENN IAL COMMITTEE - HAYNES-EDWARDS – Councilor Haynes-Edwards had nothing to report.

SPECIAL TOWN PROJECTS - NEAL – Councilor Neal reported that the committee is preparing for the following events:

- Trunk or Treat – October 24th from 5:30 p.m. until 7:30 p.m. at the Dean and Barbara White Community Center. The Town is still accepting applications to participate in this event. We have twenty groups to date that have already registered.
- Town of Merrillville Trick or Treat Hours – October 31st from 5:30 p.m. until 7:30 p.m.

Information regarding these Town events can be found on the Town of Merrillville website at www.merrillville.in.gov.

DEPARTMENT & COMMISSION REPORTS:

LAKE COUNTY SOLID WASTE MANAGEMENT-NEAL– Councilor Neal reported that a meeting was held last Thursday that included a presentation by Republic Services regarding recycling. Councilor Neal also reported on the following:

- Hazardous Waste Collection October 19th – This event will be at Griffith Public Works located at 134 South Colfax from 9:00 a. m. until 2:00 p. m.
- Worm Bins Program - This program is already booked for fall and Spring.
- Adult Seminar Series - October 1st at 6:00 p. m. at Lake County Solid Waste Management District (LCSWMD) located on 8695 Broadway.
- Halloween Costume Swap - Costume wore only once can be swapped for another costume on October 5th from 8:00 a.m. until 12:00 p. m. at LCSWMD.

Information regarding these events can be found on the website at www.lcswmd.com. The next meeting will be announced later.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION-HARDAWAY – Councilor Hardaway reported that a meeting was held on September 19th. She couldn't attend in person but attended through YouTube. A resolution numbered 24-07 was discussed. The State Board of Accounts gave a presentation regarding the auditing process.

Councilor Hardaway also reported that a Transportation Study with interviews from Non-Profits throughout Lake, Porter, and Laporte counties. The report is online at Northwestern Indiana Regional Planning Commission: Plans & Studies. We will also post the study on the Town's website.

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

- Southmoor Parks Drainage Improvement Project – Director Lake stated that the sealed bids have been opened. The bids came in higher than anticipated. Director Lake stated that he is uncomfortable with the number and will recommend to Robinson Engineering that the plans be modified, and the project be re-bid.
- 69th Connecticut – Director Lake has concerns with the delays and has spoken to Grimmer Construction. Grimmer Construction will be out next week to aggressively install the rest of pipe and finish the project.
- Hickory Ridge Flood Control Project – Director Lake stated that sealed bids will be open on October 1, 2024, for this regional project. Little Calumet River is cost sharing with the project in the amount of $1,000,000.00.
- Country Club Addition and Country Club Unit A – Director Lake reported that Robinson Engineering is at about 45% completion on this project.

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

FIRE TERRITORY BOARD - NEAL & HARDAWAY – Councilor Neal and Councilor Hardaway had nothing to report.

Councilor Pettit reported that a joint meeting with the Redevelopment Commission and Fire Territory Board workshop for October 22nd at 5:00 p.m. The purpose of this workshop is to begin discussion on the Southside Fire Station located in the 9100 block of Colorado.

Upon a question from Clerk-Treasurer Eric January regarding ownership of the Hickory Ridge property, Director Lake responded that Hickory Ridge and the Town of Merrillville owns the property. The Town of Merrillville received an easement from the Regional Board for the Regional Basin portion.

DEPARTMENT REPORTS/ TOWN MANAGER

Interim Parks Director Roberts – Parks and Recreation

Interim Parks Director Roberts reported on the following:

- Sealcoating and Striping of the Dean and Barbara White Community Center parking lot has been delayed because of all the rain but will resume weather permitting.
- Open Gym for kids got off to a slow start but has started to pick up.
- The Self-Defense class is off to a slow start. We have pushed back the classes a couple of weeks to market the class.

Upon a question from Councilor Hardaway to explain the days and times of the Self-Defense classes, Interim Parks Director Roberts responded that the days are Tuesdays and Thursdays. The times are as follows.

- 5 to 10 years old – 5:30 p. m. to 6:30 p. m.
- 11 to 16 years old – 6:30 p. m. to 7:30 p. m.
- 17 years old and above – 7:30 p. m. to 8:30 p. m.

The cost of the class is $80.00 for a four-week session (8 classes) for residents. Non-Residents will pay $85.00.

Chief Nuses – Police Department

Chief Nuses reported that there has been a decline in the number of illegals/undocumented individuals in the Town of Merrillville. Chief Nuses and Town Manager Griffin had meeting with Elected State Officials regarding the problem and the option of temporary protected status.

Chief Nuses also reported the numbers of scam calls have increased using Artificial Intelligence (AI) on voice scam calls. The Town had the lowest number of homicides in over a decade in 2023. The numbers are also the lowest for 2024 as of today.

The unofficial numbers for September are as follows:

- 2,500 calls for service
- 994 traffic stop for August and 1,350 for September. The average is around 400.

Chief Nuses stated the goal isn't only the suppression of violence crimes, but also traffic enforcement.

Director Shine - Building and Planning

Director Shine report that she has been contacted by property owners regarding the Rental Registration form the was uploaded to the Town's website. She thanked Chas Riley for all his help. Renters have also been calling to make sure the property they are renting is registered.

Director King – Street Department

Director King reported on the following:

- The Parks are being maintained by the Street Department
- Street Resurfacing Program – Bids were opened on Monday September 16th at 12:01 p. m. The Engineer's estimate was $7,068,016.00. Bids were received from Rieth Riley Construction in the amount of $8,136,741.00 and Milestone Contractors North in the amount of $6,559, 272.70. The bid documents and bid tabs have been reviewed.

Director King stated that he recommends that we award the 2024 Town of Merrillville Street Resurfacing Program to Milestone Contractor North in the amount of $6.559.272.70.

It was moved by Councilor Pettit and seconded by Councilor Uzelac to award the 2024 Town of Merrillville Street Resurfacing Program to Milestone Contractors North in the amount of $6,559,272.70.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Rhonda Neal, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The bid was awarded to Milestone Construction North in the amount of $6,559,272.70.

Town Manager Griffin – Town Administration

Town Manager Griffin reported that a written report was given to the council members and Clerk-Treasurer Eric January.

GENERAL ORDERS

A. Ordinances:

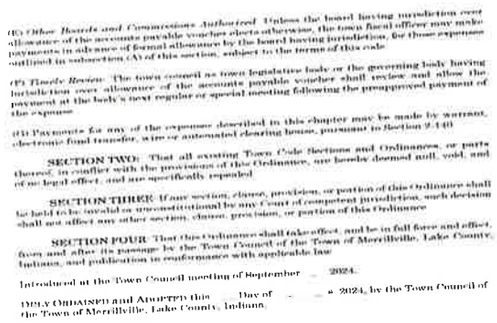
First Reading: (Discussion and Roll Call Vote): **NONE**

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

1. **Ordinance 24-32 (Discussion, Public Comment, and Roll Call Vote)**
An Ordinance to Amend Section 2-140 of the Code of Ordinances for the Town of Merrillville, State of Indiana, to Revised the Merrillville Code to Include Provisions to Allow Payment in Advance of Council, Board or Commission Allowance, all Pursuant to IC 36-5-4-12 ET Seq.







(E) *Other Boards and Commissions Authorized.* Unless the board having jurisdiction over allowance of the accounts payable vouchers elects otherwise, the town fiscal officer may make payments in advance of formal allowance by the board having jurisdiction, for those expenses outlined in subsection (A) of this section, subject to the terms of this code.

(F) *Timely Review.* The town council or town legislative body or the governing body having jurisdiction over allowance of the accounts payable voucher shall review and allow the payment at the body's next regular or special meeting following the preapproved payment of the expense.

(G) Payments for any of the expenses described in this chapter may be made by warrant, electronic fund transfer, wire or automated clearing house, pursuant to Section 2-140.

SECTION TWO: That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

SECTION FOUR: That this Ordinance shall take effect, and be in full force and effect, from and after its passage by the Town Council of the Town of Merrillville, Lake County, Indiana, and publication in conformance with applicable law.

Introduced at the Town Council meeting of September __, 2024.

DULY ORDAINED and ADOPTED this __ Day of __, 2024, by the Town Council of the Town of Merrillville, Lake County, Indiana.

Town Manager Griffin explained Ordinance 24-32

It was moved by Councilor Pettit and seconded by Councilor Neal to approve Ordinance 24-32 on the second and final reading.

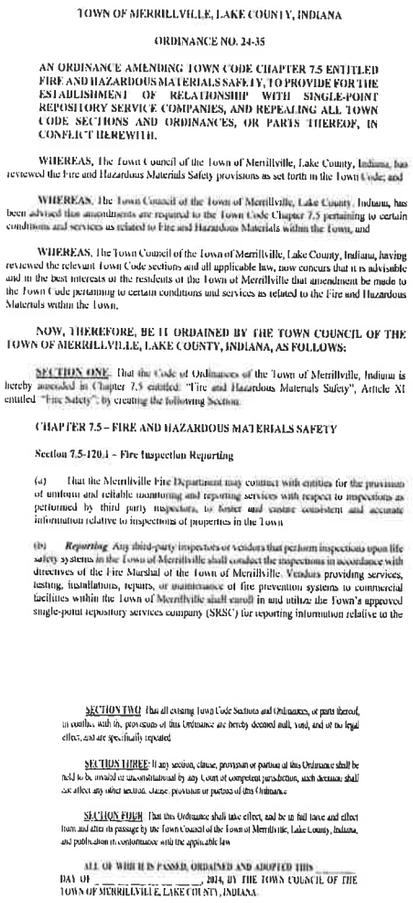
Upon a question from President Bella regarding public comments being done at the last Town Council Meeting Town Manager Griffin responded that public comments were completed at the last Town Council Meeting.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Rhonda Neal, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The ordinance was approved on second and final reading.

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

2. Ordinance 24-35 (Discussion, Public and Roll Call Vote)

An Ordinance Amending Town Code Chapter 7.5 Entitled Fire And Hazardous Materials Safety, To Provide For The Establishment Of Relationship With Single-Point Repository Service Companies, And Repealing All Town Code Sections And Ordinances, Or Parts Thereof, In Conflict Herewith.



TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

ORDINANCE NO. 24-35

AN ORDINANCE AMENDING TOWN CODE CHAPTER 7.5 ENTITLED FIRE AND HAZARDOUS MATERIALS SAFETY, TO PROVIDE FOR THE ESTABLISHMENT OF RELATIONSHIP WITH SINGLE-POINT REPOSITORY SERVICE COMPANIES, AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH.

WHEREAS, The Town Council of the Town of Merrillville, Lake County, Indiana, has reviewed the Fire and Hazardous Materials Safety provisions as set forth in the Town Code; and

WHEREAS, The Town Council of the Town of Merrillville, Lake County, Indiana, has been advised that amendments are required to the Town Code Chapter 7.5 pertaining to certain conditions and services as related to Fire and Hazardous Materials within the Town, and

WHEREAS, The Town Council of the Town of Merrillville, Lake County, Indiana, having reviewed the relevant Town Code sections and all applicable law, now concurs that it is advisable and in the best interests of the residents of the Town of Merrillville that amendment be made to the Town Code pertaining to certain conditions and services as related to the Fire and Hazardous Materials within the Town.

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

SECTION ONE. That the Code of Ordinances of the Town of Merrillville, Indiana is hereby amended in Chapter 7.5 entitled: "Fire and Hazardous Materials Safety", Article XI entitled "Fire Safety", by creating the following Section:

CHAPTER 7.5 – FIRE AND HAZARDOUS MATERIALS SAFETY

Section 7.5-120.1 – Fire Inspection Reporting

(a) That the Merrillville Fire Department may contract with entities for the provision of uniform and reliable monitoring and reporting services with respect to inspections as performed by third party inspectors, to foster and ensure consistent and accurate information relative to inspections of properties in the Town.

(b) ***Reporting.*** Any third-party inspectors or vendors that perform inspections upon life safety systems in the Town of Merrillville shall conduct the inspections in accordance with directives of the Fire Marshal of the Town of Merrillville. Vendors providing services, testing, installations, repairs, or maintenance of fire prevention systems to commercial facilities within the Town of Merrillville shall enroll in and utilize the Town's approved single-point repository services company (SRSC) for reporting information relative to the

service rendered. It shall be the responsibility of any person or firm providing the aforementioned service to file the requisite report with the SRSC within five (5) business days of the completion of the service rendered. The SRSC shall arrange for the provision of notice of required inspections, and make the information contained in inspection reports available to the Fire Marshal and subject property owners. Fees for service rendered by the SRSC shall be paid by certified ordinances directly to the SRSC.

(c) ***Required Records.*** Itemized records for inspections, testing, maintenance, repair, or replacement of any and all life safety or fire protection systems, including but not limited to, fire sprinkler systems, standpipe systems, fire pumps, building data access systems, fire alarms, smoke detection, notification systems, fire extinguishing hood systems, fire extinguishers, fire escape systems, private hydrants, private water main systems, backflow preventers and other extinguishing systems shall document the individual and company performing the inspection, testing, maintenance, repair, or replacement, a description of the inspection, testing, maintenance, repair, or replacement, when and where the inspection, testing, maintenance, repair, or replacement took place and the results of the inspection, testing, maintenance, repair or replacement. All itemized records of inspection, testing, maintenance, repair, or replacement shall be submitted to the Town of Merrillville's approved third party reporting entity.

(d) ***Maintaining Records.*** A copy of the record of each inspection, test, servicing, repair and maintenance shall be maintained on the subject commercial premises or other location approved by the Town's Fire Marshal for a period of not less than seven (7) years, unless a greater period of time is required by the state of Indiana. Notwithstanding the foregoing, any and all original inspection and reports shall be maintained for the life of the system. All such records shall be made available forthwith upon request of the Fire Marshal or Fire Department Fire Prevention Bureau.

(e) ***Rejection of Reports.*** The Fire Marshal may reject a report provided pursuant to subsection (a) of this section unless the vendor providing the report would have been provided the Fire Marshal with documentation of current certification and qualifications to conduct such type of inspections in accordance with the appropriate National Fire Protection Association Standard.

(f) ***Failure to Report.*** In the event that any vendor performing the service fails to submit a document report upon completion of an inspection, maintenance or repair performed on any and all life safety protections appliances and systems including but not limited to fire sprinkler systems, standpipe systems, fire pumps, building data access systems, fire alarms, smoke detection, notification systems, fire extinguishing hood systems, private fire hydrants, private water main systems, backflow preventers, fire extinguishers, fire escape systems, other extinguishing systems, and fire lane, said vendor shall be in violation of the requirements of this Section, and the first shall be one hundred fifty dollars ($150.00). Notice of violation shall be left with the vendor or other agent in charge. If the vendor fails to remedy any such violation within thirty (30) calendar days from the date upon which notice of the violation is provided the fine shall be two hundred fifty dollars ($250.00).

SECTION TWO. That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Ordinance are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE. If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance.

SECTION FOUR. That this Ordinance shall take effect, and be in full force and effect from and after its passage by the Town Council of the Town of Merrillville, Lake County, Indiana, and publication in conformance with the applicable law.

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

It was moved by Councilor Uzelac and seconded by Councilor Pettit to approve Ordinance 24-35 on second and final reading.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Rhonda Neal, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardway, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The ordinance was approved on second and final reading.

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

3. Ordinance 24-36 (Discussion and Roll Call Vote)

An Ordinance Amending Town Code Chapter 7.5 Entitled Fire And Hazardous Materials Safety, To Establish A Knox Box Keyed System.

TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

ORDINANCE NO. 24-36

AN ORDINANCE AMENDING TOWN CODE CHAPTER 7.5 ENTITLED FIRE AND HAZARDOUS MATERIALS SAFETY, TO ESTABLISH A KNOX BOX KEYED SYSTEM.

WHEREAS, The Town Council of the Town of Merrillville, Lake County, Indiana, has been advised by the Town Manager and Administrative Staff that establishment of a Knox box keyed system is recommended to facilitate and enhance access to commercial and industrial structures within the Town of Merrillville during emergencies; and

WHEREAS, The Town Council of the Town of Merrillville, Lake County, Indiana, having reviewed the current recommendations of the Town Manager and Administrative Staff, and acknowledging the ability to adopt Ordinances pursuant to I.C. 36-1-3 *et seq.* as well as all information provided, now concurs that it is necessary, advisable, and in the best interests of the residents of the Town, to establish a Knox box keyed system to aid the efforts of emergency personnel during emergencies involving particular structures within the Town.

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

SECTION ONE: That the Merrillville Municipal Code is hereby amended in Chapter 7.5 entitled "Fire and Hazardous Materials Safety", Article V entitled: "Lock Box"; by creating the following Section: 7.5-56, which shall read as follows:

(a) Any commercial or industrial structure, as well as any assembly area, educational facility or other structure containing a quantity of hazardous materials which requires compliance with Title III of SARA (Superfund Amendment Reauthorization Act) that is protected by automatic alarm systems or automatic suppression systems within the Town, and any such structures that are secured in any manner which restricts access during any emergency shall be fitted with a keyed Knox box as designated by the Fire Chief of the Town of Merrillville

(b) This section shall not apply to any residential structure, unless such request is made by an owner of residential property, in which case the provisions of this section shall apply to such residential property

(c) All newly constructed non-residential structures subject to this section, or at the discretion of the Fire Chief or his/her designee, shall be fitted with duly operational keyed Knox boxes prior to occupancy. All structures existing on the effective date hereof and which are otherwise subject to this section shall be fitted with duly operational keyed Knox boxes within one hundred eighty (180) days from the effective date hereof.

(d) With respect to any structure subject to the provisions of this section which is surrounded by locked fencing or other barrier that prevents ready access to the structure, such fencing or barrier shall be fitted with a Knox padlock or a Knox automatic gate opening system in conjunction with the Knox lock referenced in subparagraph (a) hereof, which Knox padlock or Knox automatic gate opening system shall be keyed to match the approved Knox lock referenced in this section.

(e) The owner or operator of a structure subject to this section shall maintain at all times in the Knox box, keys, labeled for easy identification in the field, for the following locations and circumstances:

(1) The main entrance door;
(2) Alarm room (if one exists);
(3) Mechanical and/or sprinkler control rooms;
(4) Fire alarm control panel;
(5) Electrical room;
(6) Special keys to reset pull station;
(7) Elevator keys (if an elevator exists); and
(8) Any other room as specified by the Fire Chief or his/her designee.

(f) The Fire Chief or his/her designee shall be authorized to implement rules and regulations for the use of the Knox box system.

SECTION TWO: That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Ordinance are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance.

SECTION FOUR: That this Ordinance shall take effect, and be in full force and effect from and after its passage by the Town Council of the Town of Merrillville, Lake County, Indiana, and publication in conformance with the applicable law.

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

It was moved by Councilor Pettit and seconded by Councilor Haynes-Edwards to approve Ordinance 24-36 on second and final reading.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Rhonda Neal, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The ordinance was approved on second and final reading.

4. <u>Ordinance 24-37 (Discussion and Roll Call Vote)</u>
An Ordinance Amending Town Code Section: 7.5-132 Entitled "Prohibitions"; 7.5-133 Entitled "Enforcement"; And 7.5-134 Entitled "Penalties", And Repealing All Town Code Sections And Ordinances, Or Parts Thereof, In Conflict Herewith.

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TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

ORDINANCE NO. 24-37

AN ORDINANCE AMENDING TOWN CODE SECTIONS: 7.5-132 ENTITLED "PROHIBITIONS"; 7.5-133 ENTITLED "ENFORCEMENT"; AND 7.5-134 ENTITLED "PENALTIES", AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH.

WHEREAS, The Town Council of the Town of Merrillville, Lake County, Indiana, has been advised that amendments are required to the Town Code Chapter 7.5 pertaining to certain conditions and services as related to Fire and Hazardous Materials within the Town;

WHEREAS, The Town Council of the Town of Merrillville, Lake County, Indiana, has reviewed the provisions of Town Ordinance Chapter 7.5, Article XII pertaining to commercial lodging within the Town; and,

WHEREAS, The Town Council of the Town of Merrillville, Lake County, Indiana, having reviewed the relevant Town Code sections and all applicable law, now concurs that it is advisable and in the best interests of the residents of the Town of Merrillville that amendment be made to the Town Code pertaining to certain conditions and services as related to the Fire and Hazardous Materials within the Town.

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

SECTION ONE: That Section 7.5-132 of Chapter 7.5, Article XII of the Merrillville Town Code be, and the same is hereby amended per the following

Sec. 7.5-132 – Prohibitions

(a) Occupancy limits

(1) Room accommodations in any establishment shall not be made available for more than thirty (30) consecutive days or for more than sixty (60) days total in any consecutive one-hundred-and-eighty (180) day period unless the establishment meets or exceeds all requirements for a Residential Group R-2 occupancy under the Indiana Fire and Building Code in effect at the time the violation is discovered.

(2) If a room accommodation is rented to or otherwise occupied by any person for either of the maximum time periods allowed by this section, then such accommodation may not again be rented or occupied by that same person or any person that is a member of that person's party. The right to occupy any accommodation shall not be assigned or transferred to any other person.

(3) Exceptions. Extended stay hotels/motels constructed to or meeting the requirements of a Residential Group R-2 Occupancy under the Indiana Fire and Building Code shall be allowed a room accommodation occupancy term limit of three hundred and sixty-five days at which time a ninety-day check out period is required.

(b) Cooking

(1) Short stay. In room cooking shall be limited to microwave use as supplied by management. This shall not be construed to prevent limited use of other cooking appliances that are used or listed for such use and are supplied by management in rooms specifically designed for such that meet all applicable Indiana fire, building, plumbing, electrical, fuel gas and mechanical codes at the time of inspection. The use of solid fuel or gas grills shall be prohibited in rooms or on balconies.

(2) Extended stay. In room cooking shall be conducted only on equipment provided and listed for the intended use which is provided by management or room designed for such that meet all applicable Indiana building, fire, plumbing, fuel gas, electrical and mechanical codes at the time of inspection. Allowed equipment includes but is not limited to microwaves, electric cooktops, gas fired appliances. The use of solid fuel or gas grills shall be prohibited in rooms or on balconies.

(c) Storage

(1) The storage of items in exterior hallways or stairways as well as the exterior of the building including balconies and walkways shall be prohibited.

(2) The storage of materials in such a manner or in any area(s) which restricts egress or that obstructs or conceals or hinders a free hazard shall be prohibited.

SECTION TWO: That Section 7.5-133 of Chapter 7.5, Article XII of the Merrillville Town Code be, and the same is hereby amended per the following

Sec. 7.5-133 – Enforcement

(a) Enforcement of this article may be conducted by agents of the Town of Merrillville Police Department, Code Enforcement, Building Department, and Fire Department.

(b) Room accommodations and occupancy records shall be kept for a period of not less than (3) years. These records shall include the name of all individual occupants, date of birth, room number and the date the room accommodation was created and terminated. These records shall be produced immediately to the enforcement agents listed above upon request. Failure to provide the information required by this section shall subject the personal responsible for such failure to a fine of not less than two hundred fifty dollars ($250.00).

(c) Fines collected pursuant to the provisions of this section shall be deposited into the Fire and Rescue Fund.

SECTION THREE: That Section 7.5-134 of Chapter 7.5, Article XII of the Merrillville Town Code be, and the same is hereby amended per the following

Sec. 7.5-134 – Penalties

Violation of any portion of this article shall result in a fine of not less than two hundred fifty dollars ($250.00) and not to exceed twenty-five hundred dollars ($2,500.00) per day. Each day of a violation shall constitute a separate offense. Fines collected shall be deposited into the fire and hazmat fund.

SECTION FOUR: That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Ordinance are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION FIVE: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance.

SECTION SIX: That this Ordinance shall take effect and be in full force and effect from and after its passage by the Town Council of the Town of Merrillville, Lake County, Indiana, and publication in conformance with the applicable law.

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

It was moved by Councilor Neal and seconded by Councilor Pettit to approve Ordinance 24-37 on second and final reading.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Rhonda Neal, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The ordinance was approved on second and final reading.

5. Ordinance 24-38 (Discussion and Roll Call Vote)

A Joint Ordinance Of The Town Of Merrillville, Indiana And A Resolution Of The Township Board Of Ross Township, Lake County, Indiana, Authorizing The Issuance And Sale Of Bonds Of Said Town And Appropriating The Proceeds Of The Same For The Purpose Of Providing Funds To Be Used For The Cost Of Renovating The Merrillville Fire Protection Territory's North Fire Station, The Construction Of A Storage Facility, And The Purchase Of Equipment And A Fire Truck For The Merrillville Fire Protection Territory, Together With Necessary Appurtenances And Equipment And The Cost Of Issuance Of Bonds Therefor.

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TOWN of MERRILLVILLE
TOWN COUNCIL ORDINANCE NO 24-38ss

ROSS TOWNSHIP, LAKE COUNTY
TOWNSHIP BOARD RESOLUTION NO .

A JOINT ORDINANCE OF THE TOWN OF MERRILLVILLE, INDIANA AND A RESOLUTION OF THE TOWNSHIP BOARD OF ROSS TOWNSHIP, LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF SAID TOWN AND APPROPRIATING THE PROCEEDS OF THE SAME FOR THE PURPOSE OF PROVIDING FUNDS TO BE USED FOR THE COST OF RENOVATING THE MERRILLVILLE FIRE PROTECTION TERRITORY'S NORTH FIRE STATION, THE CONSTRUCTION OF A STORAGE FACILITY, AND THE PURCHASE OF EQUIPMENT AND A FIRE TRUCK FOR THE MERRILLVILLE FIRE PROTECTION TERRITORY, TOGETHER WITH NECESSARY APPURTENANCES AND EQUIPMENT AND THE COSTS OF ISSUANCE OF BONDS THEREFOR

WHEREAS, The Town of Merrillville, Indiana (the "Town") and Ross Township of Lake County, Indiana (the "Township" and collectively with the Town, the Participating Units) have created the Merrillville Fire Protection Territory ("Territory") pursuant to IC 36-8-19 (the "Act") and an "Interlocal Cooperation Agreement Between the Town of Merrillville, Indiana, and Ross Township of Lake County, Indiana, for the Establishment of the Merrillville Fire Protection Territory".

WHEREAS, The Town is the Provider Unit (as defined in the Act) of the Territory under Section 3 of the Act.

WHEREAS, The Town Council of the Town (the "Town Council") and the Township Board of the Township (the "Township Board") are aware that the Board of the Territory (the "Territory Board"), on July 9, 2024, adopted its Resolution No 2024-03 recommending to the Town Council and the Township Board, the issuance of the Merrillville Fire Protection Territory Bonds, Series 2024 (the "Bonds") to provide funds for the cost of (i) renovation, equipping, and improvement of the Territory's North Fire Station, (ii) the construction, equipping, and improvement of a storage facility, (iii) the acquisition of certain equipment for the use of the Territory, and (iv) all or any portion of the acquisition of a fire truck (collectively, the "Project") and to pay capitalized interest, if any, on the Bonds and issuance expenses of the Bonds;

WHEREAS, Pursuant to Section 8.5 of the Act, a Firefighting Equipment Replacement Fund (the "Equipment Fund") has been established for the Territory by agreement of the Participating Units and the Board has pledged the property taxes levied, collected and deposited in the Equipment Fund to pay principal and interest on the bonds issued under this Ordinance and Resolution;

WHEREAS, The Participating Units agree, pursuant to Section 8.5 of the Act to incur debt for the purpose of providing funds to be applied to the Project and to impose a property tax to retire such loan;

WHEREAS, the Town Council and the Township Board have been advised that none of the Town, the Township or the Territory have sufficient funds on hand to apply to the cost of the Project and that it is necessary to authorize the issuance of the Bonds pursuant to Section 8.5 of the Act in an amount not to exceed Five Million Five Hundred Thousand ($5,500,000) (the "Authorized Amount") for the purpose of providing funds to be applied to the Project;

WHEREAS, the original principal amount of the Bonds, together with any outstanding principal amount of previously issued bonds of the Town which constitute a debt of the Town, is no more than two percent (2%) of one-third of the total net assessed valuation of the Town;

WHEREAS, the original principal amount of the Bonds, together with any outstanding principal amount of previously issued bonds of the Township which constitute a debt of the Township, is no more than two percent (2%) of one-third of the total net assessed valuation of the Township;

WHEREAS, the amount of proceeds of the Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board;

WHEREAS, under the governing statute it is necessary to make appropriations to pay the items to be financed with the Bonds, and the Participating Units have determined that said appropriations be made at this time;

WHEREAS, notice has been given, and on or before this date, a public hearing has been conducted regarding such appropriation, as required by Indiana law by each of the Town Council and the Township Board;

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the Bonds have been complied with in accordance with the applicable provisions of the Indiana Code;

NOW, THEREFORE, BE IT JOINTLY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE AND RESOLVED BY THE TOWNSHIP BOARD OF ROSS TOWNSHIP, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION 1. Authorization for Bonds. In order to provide financing for the Project as described above and the costs of selling and issuing the Bonds, the Participating Units hereby agree that they shall borrow money, and the Town shall issue the Bonds as Provider Unit for the Territory as herein authorized. The Territory Board covenants that the proceeds of the Bonds will not be used for any purpose except as described in this Ordinance and Resolution. An appropriation in the amount of Five Million Five Hundred Thousand Dollars ($5,500,000), together with all investment earnings thereon, shall be made to pay for the Project, and the funds to meet said appropriation shall be provided out of the proceeds of the Bonds in an original principal amount not to exceed Five Million Five Hundred Thousand Dollars ($5,500,000) and such investment earnings. Said appropriation shall be in addition to all other appropriations provided for in the existing budget and tax levy of the Participating Units.

2

SECTION 2. General Terms of Bonds.

(a) Issuance of Bonds. In order to procure said loan for such purposes, the Town Council hereby authorizes, as Provider Unit for the Territory, the issuance, in one or more series, of the "Merrillville Fire Protection Territory Bonds, Series 2024", the Bonds as described herein. The Clerk-Treasurer of the Town (the "Clerk-Treasurer"), is hereby authorized and directed to have prepared and to issue and sell the Bonds as negotiable, fully registered bonds of the Town in an amount not to exceed the Authorized Amount.

The Bonds shall be executed in the name of the Town by the manual or facsimile signature of the President of the Town Council (the "President") and attested by the manual or facsimile signature of the Clerk-Treasurer, who shall affix the seal of the Town, if any, to each of the Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 7 hereof). Subject to the provisions of this Ordinance and Resolution regarding the registration of the Bonds, the Bonds shall be fully negotiable instruments under the laws of the State of Indiana.

The Bonds shall be numbered consecutively from R-1 up, shall be issued in denominations of One Dollar ($1.00) or any integral multiple thereof, shall be originally dated as of the first day of the month in which the Bonds are sold or the date of issuance, as determined by the President and the Clerk-Treasurer with the advice of the Municipal Advisor hired by the Territory (the "Municipal Advisor"), and shall bear interest payable semi-annually on each February 1 and August 1, commencing on the February 1 or August 1 following the issuance of the Bonds, as determined by the President and Clerk-Treasurer, with the advice of the Municipal Advisor, at a rate or rates not exceeding eight percent (8.00%) per annum (the exact rate or rates to be determined by bidding or through negotiation pursuant to Section 7 of this Resolution), calculated on the basis of a 360-day year comprised of twelve 30-day months.

The Bonds shall mature on the dates and shall be issued in the principal amounts, as applicable, as determined by the Clerk-Treasurer and President, provided that the original aggregate principal amount does not exceed the amount authorized above, and that the final maturity shall be no later than twenty (20) years after issuance of the Bonds.

(b) Source of Payment. The Bonds are as to all the principal thereof, and as to all interest due thereon, general obligations of the Territory, payable from ad valorem property taxes on all taxable property within the Territory, to be levied beginning in 2025 which are deposited into the Equipment Fund subject to the limitations of IC 36-8-19-8.5 and deposited to the Bond Payment Fund (as hereinafter defined). The Participating Units shall be jointly liable as to all the principal of, and as to all interest due on the Bonds.

(c) Payments. All payments of interest on the Bonds shall be paid by wire transfer, or by check or draft mailed one business day prior to the interest payment date, to the registered owners thereof as of the fifteenth (15th) day of the month preceding the month in which interest is payable (the "Record Date") at the addresses as they appear on the registration and transfer books of the Town kept for that purpose by the Registrar (the "Registration Record") or at such other address as is provided to the Paying Agent (as defined in Section 4 hereof) in writing by such registered owner. All principal payments on the Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date, in any coin or currency of the United States of America which on the date of such payment shall be legal tender for the payment of public and private debts.

Interest on Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Town. The Town, Registrar and Paying Agent may treat and consider the persons in whose name such Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Town may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Clerk-Treasurer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Town and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Town and the Registrar may charge the owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this paragraph shall be deemed an

original, substitute contractual obligation of the Town, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other Bonds issued hereunder.

SECTION 3. Terms of Redemption. The President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, may designate maturities of the Bonds (or portion thereof in integral multiples of $1) for principal amount each that shall be subject to optional redemption and/or mandatory sinking fund redemption, and the corresponding redemption dates, premiums and prices (including premium, if any). Except as otherwise set forth in this Ordinance and Resolution, the President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, are hereby authorized and directed to determine the terms governing any such redemption.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers of the Bonds called for redemption. The place of redemption may be determined by the Clerk-Treasurer. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this Ordinance and Resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued, provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payments shall be made upon any Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation to the Registrar, shall have received the terms required by this Ordinance and Resolution with respect to any mutilated, lost, stolen or destroyed bond.

SECTION 4. Appointment of Registrar and Paying Agent. The Clerk-Treasurer is authorized to select and appoint a qualified financial institution to serve as the Registrar and the Paying Agent (together with any successor, the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds, and shall keep and maintain the Registration Record at its office. The President is hereby authorized to enter into such agreements or understandings with any institution hereafter serving in such capacities as will enable the institution to perform the services required of the Registrar and Paying Agent.

The Clerk-Treasurer is authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice by first-class mail to the Clerk-Treasurer and to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the President. Such notice to the Clerk-Treasurer may be served personally or be sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the President, in which event the President may appoint a successor Registrar and Paying Agent. The President shall notify each registered owner of the Bonds then outstanding by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of the Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the Bonds, cash related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

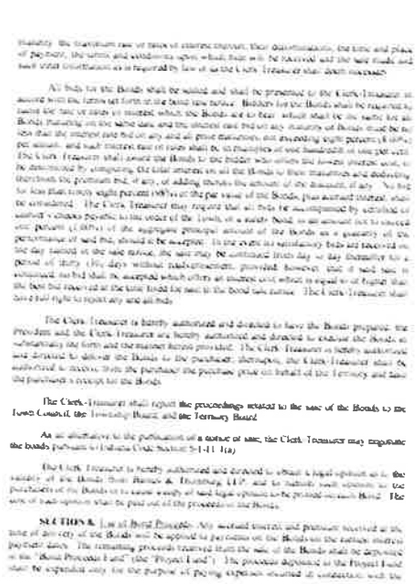
SECTION 5. Form of Bonds. The form and tenor of the Bonds shall be substantially as set forth in Exhibit A, all blanks to be filled in properly prior to delivery thereof.

SECTION 6. Book Entry Provisions. The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Town from time to time (the "Clearing Agency"), without physical distribution of bonds to the purchasers. The following provisions of this section apply in such event.

One definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Town and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

During any time that the Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such Bond may be registered upon the books kept by the Registrar in the name of such Clearing Agency, or any nominee thereof, including Cede & Co., as nominee of The Depository Trust Company, (2) the Clearing Agency in whose name such Bond is so registered shall be, and the Town and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond for all purposes of this Ordinance and Resolution, including, without limitation, the receiving of payment of the principal of and interest on such Bond, the receiving of notice and giving of consents, (3) neither the Town nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any













Resolution, shall be a legal holiday or a day on which banking institutions in the Town or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance and Resolution, and no interest shall accrue for the period after such nominal date.

SECTION 18. Effectiveness. This Ordinance and Resolution shall be in full force and effect from and after its passage. Upon payment in full of the principal and interest respecting the Bonds authorized hereby or upon deposit of an amount sufficient to pay when due such amounts in accord with the defeasance provisions herein, all pledges, covenants and other rights granted by this Ordinance and Resolution shall cease.

ALL OF WHICH IS PASSED AND ADOPTED THIS DAY OF 2024, BY THE TOWNSHIP BOARD OF ROSS TOWNSHIP, LAKE COUNTY, INDIANA.

ROSS TOWNSHIP
LAKE COUNTY, INDIANA

President

Member

Member

Attest:

Township Trustee

EXHIBIT A
(Form of Bond)

No. R-

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF LAKE

TOWN OF MERRILLVILLE, INDIANA
ADDITIONAL LEASE RENTAL FIRE STATION BOND, SERIES 2024

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP No.

Registered Owner:

Principal Sum:

The Town of Merrillville, Indiana (the "Town"), for value received, hereby promises to pay to the Registered Owner set forth above, or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above, unless this Bond is called for redemption prior to maturity in which event it will pay on the redemption date the Principal Sum then called for redemption, provided that if the Principal Sum set forth above is not paid when duly presented for payment at maturity or upon redemption prior to maturity, this Bond shall bear interest after the Maturity Date or the redemption date, as the case may be, until the Principal Sum is paid in full at the rate per annum specified above. From the original date of this Bond, unless this Bond is authenticated after the fifteenth day of the month preceding the first interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated prior to the first interest payment date, in which case it shall bear interest from the Original Date, which interest is payable semi-annually on January 15 and July 15 of each year, commencing on [January 15, 2025], to the person in whose name this Bond is registered on the Bond Register (as hereinafter defined) at the close of business on the fifteenth day of the month next preceding each interest payment date. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of this Bond is payable at the principal office of U.S. Bank Trustees of the Year 2016 Registered or Paying Agent, in Indianapolis, Indiana, or at the principal corporate trust office of any successor Registered or Paying Agent, or Indianapolis, Indiana, or at the principal corporate trust office of any successor Registered or Paying Agent (collectively, the "Registered Office"), or by check or draft mailed by the Registrar to the Registered Owner at the address of the Registered Owner as it appears on the Bond Register on the fifteenth day of the month next preceding each interest payment date or the Regular Record Date (as defined in the Ordinance) or at such other address as is furnished to the Registrar by the Registered Owner. Notwithstanding the foregoing, if the Registered Owner of this Bond is the Depository Trust Company, New York, New York, or its nominee, payment of the principal of and interest on this Bond will be made in accordance with the Letter of Representations between the Town and the Depository Trust Company, New York, New York, or its nominee, dated [August 1, 2024], as the same may be amended from time to time.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the preparation and complete execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

This bond is one of an authorized issue of bonds of the Town of like original date, tenor and effect, except as to denominations, numbering, interest rates, and dates of maturity, in the total amount of Dollars ($), numbered from R- up, issued for the purpose of providing funds for the (i) renovation, equipping, and improvement of the Territory's South Fire Station, (ii) the construction, equipping, and improvement of a storage facility, (iii) the acquisition of certain equipment for the use of the Territory, and (iv) all or any portion of the acquisition of a fire truck and to pay capitalized interest, if any, on the Bonds and issuance expenses of the Bonds, as authorized by a joint Ordinance and Resolution adopted by the Town Council of the Town and the Township Board of the Township (the "Ordinance and Resolution"), and in strict compliance with Indiana Code § 36-8-19 and other applicable provisions of the Indiana Code, as amended (collectively, the "Act"), all as more particularly described in the Ordinance and Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Ordinance and Resolution and the Act.

PURSUANT TO THE PROVISIONS OF THE ACT AND THE ORDINANCE AND RESOLUTION, THE PRINCIPAL OF THIS BOND AND ALL OTHER BONDS OF SAID ISSUE AND THE INTEREST DUE THEREON ARE PAYABLE AS A GENERAL OBLIGATION OF THE TERRITORY, FROM AN AD VALOREM PROPERTY TAX TO BE LEVIED ON ALL TAXABLE PROPERTY WITHIN THE TERRITORY. EACH OF THE TOWN AND THE TOWNSHIP SHALL BE JOINTLY LIABLE FOR THE PRINCIPAL OF THIS BOND AND ALL OTHER BONDS OF SAID ISSUE AND THE INTEREST DUE THEREON.

[INSERT REDEMPTION TERMS, IF ANY]

Notice of such redemption shall be mailed by first-class mail or by registered or certified mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Town except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers, if any, of the bonds called for redemption. The place of redemption may be determined by the Clerk-Treasurer of the Town. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Ordinance and Resolution and shall not be deemed to be outstanding thereunder.

(Form of Registrar's Certificate of Authentication)

It is hereby certified that this bond is one of the bonds described in the within mentioned Ordinance and Resolution duly authenticated by the Registrar.

, as Registrar

Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenants in common
TEN ENT	as tenants by the entireties
JT TEN	as joint tenants with right of survivorship and not as tenants in common
	Custodian
UNIF TRANS MIN ACT	(Cust.) (Minor) under Uniform Transfers to Minors Act of
	(State)

Additional abbreviations may also be used although not contained in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name and Address and Social Security or Other Identifying Number) $ principal amount of the within bond and all rights thereunder and hereby irrevocably constitutes and appoints attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in

A Securities Transfer Association recognized signature guarantee program.

(Sell Check Form)

It was moved by Councilor Haynes-Edwards and seconded by Councilor Neal approve Ordinance 24-38 on second and final reading.

Upon a roll call vote, there were seven affirmatives and no negatives. Councilors Rhonda Neal, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The ordinance was approved on second and final reading.

6. **Ordinance 24-39 (Discussion, Public Comment, and Roll Call Vote)**
(formerly 24-34 on 1st Reading)
An Ordinance Of The Town Council Of The Town of Merrillville, Indiana, Authorizing The Issuance Of The Town Of Merrillville, Indiana, Taxable Economic Development Tax Increment Revenue Bonds, Series 2024 (Boys and Girls Clubs Of Northwest Indiana Project) (Including Bond Anticipation Notes) And Approving And Authorizing Other Actions In Respect Thereto.



ORDINANCE NO. 24-39

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, INDIANA, AUTHORIZING THE ISSUANCE OF THE TOWN OF MERRILLVILLE, INDIANA, TAXABLE ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 2024 (BOYS AND GIRLS CLUBS OF NORTHWEST INDIANA PROJECT) (INCLUDING BOND ANTICIPATION NOTES) AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO

(BOYS & GIRLS CLUBS OF GREATER NORTHWEST INDIANA INC. INCENTIVE)

WHEREAS, Indiana Code 36-7-11.9 and 12 (collectively, the "Act") declares that the financing and refinancing of economic development facilities constitute a public purpose.

WHEREAS, Pursuant to the Act, the Town of Merrillville, Indiana (the "Town"), is authorized to issue revenue bonds for the purpose of financing, refinancing or refinancing the costs of acquisition, construction, renovation, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the Town.

WHEREAS, Boys & Girls Clubs of Greater Northwest Indiana Inc., and/or one or more subsidiaries, affiliates or joint ventures thereof (collectively, the "Developer"), desires to undertake the acquisition, construction, renovation and equipping of facilities for use by the Developer as a non-profit recreational and related operations within the Town (the "Development"), which will benefit and serve the Broadway Allocation Area created by the Merrillville Redevelopment Commission (the "Redevelopment Commission") in the Town (the "Allocation Area") and the Town desires to finance a portion of the costs of the Development (such costs referred to herein as the "Project");

WHEREAS, the Developer has advised the Town, the Town of Merrillville Economic Development Commission (the "Economic Development Commission") and the Redevelopment Commission concerning the Project, and has requested that the Town issue one or more series of economic development revenue bonds of the Town, designated as the "Town of Merrillville, Indiana Economic Development Tax Increment Revenue Bonds, Series 2024" (with such further series or different series designation as determined to be necessary or appropriate) in the aggregate principal amount not to exceed Two Million Dollars ($2,000,000) (collectively, the "Bonds"), and/or bond anticipation notes, in the aggregate principal amount not to exceed Two Million Dollars ($2,000,000), in anticipation of the issuance of such Bonds (the "BANs") under the Act and make (or be deemed to make) the net proceeds of such Bonds available to the Developer for the purpose of financing a portion of the costs of the Project;

WHEREAS, The Economic Development Commission has rendered a report concerning the proposed financing or refinancing of economic development facilities for the Developer;

WHEREAS, Following a public hearing pursuant to Section 24 of the Act, the Economic Development Commission found that the financing of the Project complies with the purposes and provisions of the Act and that such financing will be of benefit to the health and public welfare of the Town; and

WHEREAS, The Economic Development Commission has considered whether the financing will have an adverse competitive effect or impact on any similar facility already constructed or operating in the corporate boundaries of the Town; and

WHEREAS, Pursuant to and in accordance with the Act, the Town desires to provide funds necessary to finance a portion of the Project by issuing the Bonds and/or BANs; and

WHEREAS, The Act provides that such bonds may be secured by a trust indenture between an issuer and a corporate trustee;

WHEREAS, The Town intends to issue the Bonds and/or BANs contained with the terms of this Ordinance and pursuant to a Trust Indenture, dated as of the date of issuance of the Bonds (the "Indenture"), by and between the Town and a corporate trustee to be selected by the Town (the "Trustee"), in order to secure funds necessary to provide for the financing of a portion of the costs of the Project in accordance with the terms of a Financing Agreement, to be dated as of the date of issuance of the Bonds or BANs (the "Financing Agreement"), by and between the Town and the Developer with respect to the use of the proceeds of the Bonds or BANs and the completion of the Project;

WHEREAS, The Redevelopment Commission has pledged to the Town a portion of the tax increment (revenues generated by the Allocation Area (the "Tax Increment Revenues") to pay principal of and interest on the Bonds as the same become due and payable, and to pay administrative expenses in connection with the Bonds, as further described herein;

WHEREAS, No member of the Town Council of the Town (the "Town Council") has any pecuniary interest in any employment, financing agreement or other contract made under the provisions of the Act and related to the Bonds authorized herein, which pecuniary interest has not been fully disclosed to the Town Council, and no such member has voted on any such matter, all in accordance with the provisions of Indiana Code 36-7-12-16; and

WHEREAS, The forms of the Bonds, the Indenture and the Financing Agreement (collectively, the "Financing Documents"), and a form of this proposed Ordinance were submitted to, and approved by, the Economic Development Commission, which documents were incorporated by reference into the resolution hereafter adopted by the Economic Development Commission, which resolution has been transmitted to the Town Council in accordance with the Act;

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Merrillville, Indiana, as follows:

SECTION 1. Based upon the resolution adopted by the Economic Development Commission pertaining to the Project, the Town Council hereby finds and determines that the funding approved by the Economic Development Commission for all or a portion of the Project will be of benefit to the health and general welfare of the citizens of the Town and complies with the provisions of the Act, and (ii) the amount necessary to finance a portion of the costs of the Project will require the issuance, sale and delivery of economic development revenue bonds under bond anticipation notes in an aggregate principal amount not to exceed Two Million Dollars ($2,000,000).

SECTION 2. It is hereby found, determined, ratified and confirmed that the financing of the economic development facilities referred to in the Financing Documents consisting of the Project, the issuance and sale of the Bonds and/or BANs, and the use of the net proceeds thereof by the Developer to finance a portion of the Project will: (i) result in the diversification of industry, the creation or retention of business opportunities and the creation or retention of opportunities for gainful employment within the jurisdiction of the Town; (ii) serve a public purpose, and will be of benefit to the health and general welfare of the Town, and (iii) comply with the purposes and provisions of the Act, and it is in the public interest that the Town take such lawful actions as determined to be necessary or desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the Town.

SECTION 3. The forms of the Financing Documents presented herewith are hereby approved, and all such documents shall be kept on file by the Clerk-Treasurer of the Town (the "Clerk-Treasurer"). Two (2) copies of the Financing Documents shall be kept on file in the office of the Clerk-Treasurer for public inspection.

SECTION 4. The Town is authorized to issue the Bonds and/or BANs in the maximum aggregate principal amount not to exceed Two Million Dollars ($2,000,000). Principal on the Bonds shall be payable in the amount of $200,000 each year, with the first principal payment date not before February 1, 2025 and with additional principal payment dates on each of the nine (9) anniversaries thereafter. The Bonds shall bear interest at a rate of 8% per annum. The BANs, if issued, shall have a term not longer than two (2) years, with interest payable on such date or dates as the Town Council President shall determine prior to the issuance of the BANs. The maximum interest rate on the Bonds and/or BANs shall not exceed zero percent (0.0%) per annum with respect to the Bonds and eight percent (8.0%) per annum with respect to the BANs. The Bonds and/or BANs may be issued on either a taxable or tax-exempt basis, and the Bonds may be issued as serial bonds and/or term bonds subject to mandatory sinking fund redemption. The Bonds and/or BANs shall be subject to optional redemption prior to maturity as determined by negotiations with the purchaser thereof. The Bonds and/or BANs shall be issued in minimum denominations of One Hundred Thousand Dollars ($100,000) or integral multiples of One Thousand Dollars ($1,000) in excess thereof. The Bonds and/or BANs shall be issued for the purpose of procuring funds to (a) pay a portion of the cost of acquisition, design, construction, renovation, improvement and equipping of the Project, (b) pay capitalized interest on the Bonds and/or BANs (if necessary), (iii) fund a debt service reserve fund (if necessary), (d) pay all incidental expenses on account of the issuance of the Bonds and/or BANs and acquiring any credit enhancement with respect thereto, and (e) refunding the BANs. The Bonds and/or BANs shall be sold by private negotiation. The Bonds shall be special and limited obligations of the Town, payable solely from the trust estate created and established under the Indenture (the "Trust Estate"), which Trust Estate shall consist of the funds and accounts created under the Indenture, together with a pledge by the Redevelopment Commission of all or a portion of the Tax Increment Revenues upon such terms and conditions as provided in the Financing Documents and this Ordinance. The principal and interest on BANs shall be payable from the proceeds of the Bonds, provided, that the Town Council President may determine, prior to the sale of the BANs that interest thereon shall be payable from Tax Increment Revenues. The Bonds and/or BANs shall never constitute a general obligation of, or indebtedness of, or charge against the general credit of the Town.

SECTION 5. The Town Council President and the Clerk-Treasurer of the Town are authorized and directed to sell such Bonds and/or BANs at a price of par or such percentage thereof as the Town Council President may determine prior to the sale thereof, at a rate of interest not to exceed zero percent (0.0%) per annum with respect to the Bonds and not to exceed eight percent (8.0%) per annum with respect to the BANs, and with a final maturity date not later than the later of (a) February 1, 2034 or (b) the date that is nine (9) years after the first principal payment on the Bonds, with respect to the Bonds, and no later than five (5) years after the date of issuance with respect to the BANs.

SECTION 6. Each the Town Council President and the Clerk-Treasurer is directed to execute the Financing Documents, and other documents approved or authorized herein, and any other document which may be necessary, appropriate or desirable to consummate the transaction contemplated by the Financing Documents and this Ordinance. Each execution shall be declared as confirmed by the Town Council upon the signatures of the Town Council President evidencing adoption, pursuant to IC 36-7-12-25(a), and elected thereto by the Town Clerk-Treasurer as presented by IC 36-7-12-10(a), and affected Council President and the Town Clerk-Treasurer are required under IC 36-7-12-25(a), which expressly states that bonds must be attested to by the fiscal officer. Their execution shall be declared as confirmed by the Town Council upon the signature of the Town Council President evidencing adoption, pursuant to IC 36-7-12-10(a), and attested thereto by the Town Clerk-Treasurer as presented by IC 36-7-12-25(a). The Town Council President, the Clerk-Treasurer and any other officer of the Town are authorized to arrange for the delivery of such Bonds and/or BANs to the purchaser pursuant to which will be made in the manner set forth in the Financing Documents. The Town Council President and the Clerk-Treasurer may, by their execution of the Financing Documents requiring their signatures, approve any and all changes therein without further approval of the Town Council or the Economic Development Commission if such changes do not affect factors set forth in Section 27(a)(1) through and including (a)(10) of the Act.

SECTION 7. The provisions of this Ordinance and the Financing Documents shall constitute a contract binding between the Town and the holder or holders of the Bonds and/or BANs, and after the issuance of said Bonds and/or BANs, this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of such holder or holders so long as said Bonds and/or BANs or the interest thereon remains unpaid.

SECTION 8. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, the Financing Documents or under any judgment obtained against the Town, including without limitation any Economic Development Commission, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the Financing Documents, shall be had against any member, director, or officer or attorney, as such, past, present, or future, of the Town, including without limitation the Economic Development Commission, either directly or through the Town, or otherwise, for the payment for or on the Town or any receiver thereof, or for or to any owner or holder of the Bonds and/or BANs, or otherwise, of any sum that may remain due and unpaid upon the Bonds and/or BANs hereby secured or any of them. Each and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, director, or officer or attorney, or such as may be imposed by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for or to the Town or any receiver thereof, or for or to any owner or holder of the Bonds and/or the BANs, or otherwise, of any sum that may remain due and unpaid upon the Bonds and/or BANs hereby secured or any of them, shall be expressly waived and released as a condition of and consideration for the execution and delivery of the Financing Documents and the issuance, sale and delivery of the Bonds and/or BANs.

SECTION 9. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 10. All ordinances, resolutions and orders or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 11. It is hereby determined that all formal actions of the Town Council relating to the adoption of this Ordinance were taken in one or more open meetings of the Council, that all deliberations of the Town Council and of its committees, if any, which resulted in formal action, were in meetings open to the public, and that all such meetings were convened, held and conducted in compliance with applicable legal requirements, including Indiana Code 5-14-1.5, as amended.

SECTION 12. The Town Council President, the Clerk-Treasurer and any other officer of the Town are hereby authorized and directed, in the name and on behalf of the Town, to execute, attest and deliver such further instruments and documents, and to take such further actions, in the name of the Town as in their judgment shall be necessary or advisable in order fully to consummate the transactions described herein and carry out the purposes of this Ordinance, and any such documents heretofore executed and delivered and any such actions heretofore taken, be, and hereby are, ratified and approved. In particular, at the request of the Developer, the Town Council President, the Clerk-Treasurer and any other officer of the Town are hereby authorized and directed, in the name and on behalf of the Town, to execute, attest and deliver, in lieu of a Financing Agreement, a Loan Agreement with the Developer in such form as such officers shall approve, such approval to be conclusively evidenced by their execution thereof.

SECTION 13. This Ordinance shall be in full force and effect from and after its passage.

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

TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA,
TOWN COUNCIL

Rick Bella, President

It was moved by Councilor Pettit and seconded by Councilor Haynes-Edwards to approve Ordinance 24-39 on second and final reading.

Public Comment

1. Bryon Messer Merrillville, Indiana voiced his concerns regarding Ordinance 24-39.
2. Paul Donning (Board Member - Boys and Girls Club) Merrillville, Indiana voiced his support for Ordinance 24-39.
3. Mike Jessen (CEO and President - Boys and Girls Club) voiced his support for Ordinance 24-39.
4. Mashawn Chamberlain (Director - Boys and Girls Club of Merrillville) voiced his support for Ordinance 24-39.

Upon a roll call vote, there were five affirmatives and two negatives. Councilors Rhonda Neal, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella voted in the affirmative. Councilors Shauna Haynes-Edwards and Leona Chandler-Felton voted in the negative. The motion passed. The ordinance was approved on second and final reading.

Second Reading: ***NONE***

B. Resolutions:

1. **Resolutions 24-22 (Discussion and Voice Vote**
   A Resolution Of The Town Of Merrillville, Lake County, Indiana, Transferring Monies Of The 2024 Budget Within The General Fund.

RESOLUTION # 24-22
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
1101008126	General/P-T Secretary	$14,331.00	$10,807.92
1101008371	General/Machine Lease		$ 3,523.08
1101008394	General/Contractual Svcs		
	Total:	$14,331.00	$14,331.00

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 Pettit and seconded by Councilor Uzelac to approve Resolution 24-22.

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

2. **Resolutions 24-23 (Discussion and Voice Vote**
   A Resolution of The Town Of Merrillville, Lake County, Indiana, Transferring Monies Of The 2024 Budget – General Fund, Dept. 7

RESOLUTION 24-23
TOWN OF MERRILLVILLE, INDIANA

A RESOLUTION OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, TRANSFERRING MONIES WITHIN THE 2024 BUDGET – GENERAL FUND, DEPT. 7

WHEREAS, within the appropriation of funds for the year 2024, there is a need to transfer certain monies within the 2024 Budget,

NOW, 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
GENERAL FUND – DEPT. 7			
1101007181	General/Health, Life & AD&D	$ 115,000.00	
1101007341	General/Insurance Package		$ 115,000.00

DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, THIS _____ day of SEPTEMBER, 2024.

It was moved by Councilor Pettit and seconded by Councilor Neal to approve Resolution 24-23.

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

3. **Resolutions 24-24 (Discussion and Voice Vote**

A Resolution 0f The Town of Merrillville, Lake County, Indiana regarding S & P Global Credit Ratings, Merrillville Fire Territory Bond Series 2024.

TOWN COUNCIL OF THE TOWN OF MERRILLVILLE
RESOLUTION NO. 24-24

ROSS TOWNSHIP TRUSTEE ORDER OF THE EXECUTIVE

IN SUPPORT OF A FINANCING OF THE FIRE PROTECTION TERRITORY

A JOINT ENACTMENT OF THE PROVIDER AGENCY AND THE PARTICIPATING AGENCY TO AUTHORIZE AND APPROVE A PROPOSAL FROM STANDARD AND POOR'S GLOBAL TO SUPPORT A CREDIT RATING ASSOCIATED WITH THE IMMINENT SALE OF MERRILLVILLE FIRE PROTECTION TERRITORY BONDS, SERIES 2024

Whereas, The Town of Merrillville, Fire Protection Territory Board has determined it is necessary, desirable and will serve a public good to finance the acquisition of Fire Fighting Equipment and Improvement to continue and extend the fire protection of the people and the property located in the Merrillville Ross Township Fire Protection Territory.

Whereas, There is an interlocal cooperation agreement that was adopted in consequence of the formation of the fire protection territory, that established a five member governing board of directors that has recommended to the provider unit and the participating unit the issuance of a bonds totaling $5,365,000 to finance needed equipment and improvements.

Whereas, In support of successfully marketing the Fore Protection Territory Bonds, the Board of Directors has favorably recommended engaging by contract Standard and Poor's Global Ratings to evaluate the credit worthiness of the territory and rate the bonds.

Whereas, The Town Council of the Town of Merrillville and the Ross Township Trustee concur in the desirability of engaging Standard and Poor's to support the success the sale of the bonds.

Whereas, Standard and Poor's Global has presented a proposed agreement for the rating service in the amount of nineteen thousand, five hundred dollars ($19,500) to perform the credit rating services, and.

Whereas The Town of Merrillville, through its Town Council as the provider unit and the Ross Township through its Trustee as the participating unit, now desires to approve and authorize the agreement with Standard and Poor's as described

Now Therefore Be It Resolved by the Town Council of the Town of Merrillville, and Ross Township Trustees as follows

Section 1. That the agreement presented by Standard and Poor's Global to perform rating services for the Fire Protection Territory in the amount of $19,5000 in support of the Fire Protection Territory bonds financing in the amount of $5,365,000, is hereby approved, adopted, and ratified in each and every respect.

Section 2. That the proposal and agreement from Standard and Poor's Global, dated September 12, 024 be included as an exhibit to this enactment.

Section3. That the proper officers hereby be and are authorized to execute the necessary documents with their signatures.

Duly Adopted, Resolved and Ordered by the Merrillville Town Council, Lake County, Indiana, this 24th day of September 2024

TOWN OF MERRILLVILLE, INDIANA
TOWN COUNCIL

Rick Bella, President (IC 36-6-2-10)

Attest.

Eric O. January, C.P.A.s
Clerk-Treasurer (IC 33-42-4-1; IC 36-6-6-5)

Approved and Ordered by the Ross Township Trustee this ..... day of September 2024. Further, as Township Trustee I certify that sufficient funds have been appropriated or will be to pay the price of the proposal for services from Standard and Poor's, Global, pursuant to IC 36-6-4-7.

ROSS TOWNSHIP, LAKE COUNTY, INDIANA

Eric A. Blackmon, Sr., Trustee

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S&P Global
Ratings

September 12, 2024

Town of Merrillville
6630 Broadway
Merrillville, IN 46410
Attention: Michael Griffin, Town Manager

Re: *$5,365,000 Town of Merrillville, Indiana, Merrillville Fire Protection Territory Bonds, Series 2024, dated: November 06, 2024, due: February 01, 2040, Public*

Dear Michael Griffin:

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issues" in this letter means both the issuer and the obligor if not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Expenses.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of $19,500 plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party, other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private rating under this Agreement, S&P Global Ratings will make such rating and related report available through a password protected website or third party private document exchange (or, if the password protected website or third party private document exchange is unavailable, by email) to a limited number of third parties you identify, and you agree not to disclose such rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligations, provided that the preparers of the reports avoid the finding "credit rating", "rating" or "S&P rating", and shall be identified only as a "S&P Global Ratings implied rating" or similar term. If a third party private document exchange is used, you agree to pay a one time administrative fee of $10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third parties authorized to access the private rating website and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private rating subject to certain terms and conditions, and disclose to market participants, including by publishing on its public website, the fact that the rated entity or obligations are applicable has been assigned a private rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and to do so in time for us to act as soon as such information is available. Relevant financial and other information

[illegible] information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings and the maintenance of credit ratings may be affected by S&P Global Ratings' opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role of, and is not associated with as "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For the sole purpose, "Confidential Information" shall mean any verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and in a specific and precautionary manner, have marked or otherwise indicated in writing to reflect prior to or promptly following such disclosure that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analysis, even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings to "nonetheless recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(C) through (E) under the Securities Exchange Act of 1934 (the "34 Act"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services and will, by default, be the legal entity S&P Global Ratings uses for its 34 Act disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill to entity, the full legal name, address and role of the entity that will be the payer of invoices. You understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Dawn Lisenna at dawn.lisenna@spglobal.com if you have any questions or suggestions about our fee process. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, recently highlights and related documents. We appreciate your business and look forward to working with you.

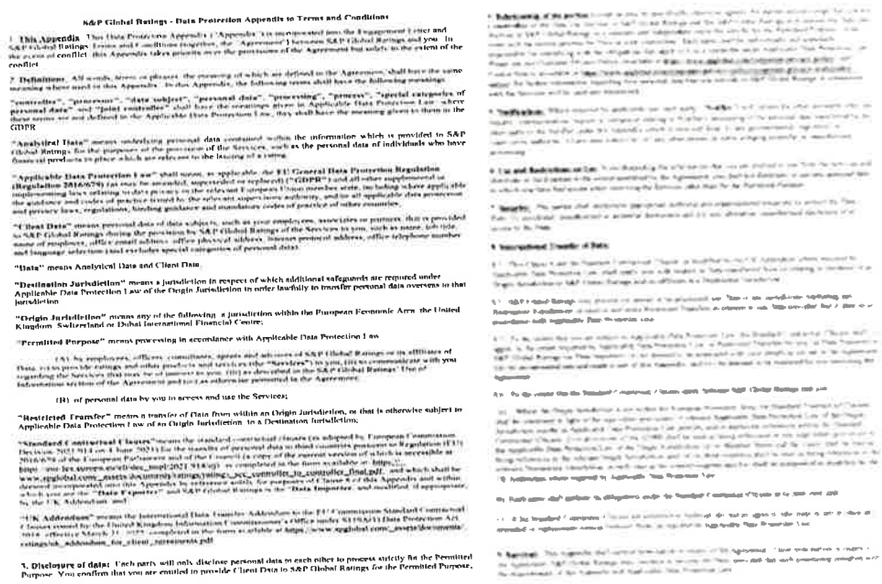
Sincerely yours,

By: Kate Beveright

Name: Kate Beveright
Title: Commercial Head of Public & Sovereign Finance - North America

cc:

Linda Hudson, Manager
Cender & Company



S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix**. This Data Protection Appendix ("Appendix") is incorporated into the Engagement Letter and S&P Global Ratings' Terms and Conditions (together, the "Agreement") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions**. All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning when used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data" and "joint controller" shall have the meanings given to Applicable Data Protection Law, where those terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR.

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have issued products in place which are relevant to the issuing of a rating.

"Applicable Data Protection Law" shall mean, as applicable, the EU General Data Protection Regulation (Regulation 2016/679) (as may be amended, superseded or replaced) ("GDPR") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries.

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, telephone protocol address, office telephone number and language selection (and excludes special categories of personal data).

"Data" means Analytical Data and Client Data.

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction.

"Origin Jurisdiction" means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data, to (a) provide ratings and other products and services (the "Services") to you, (b) to communicate with you regarding the Services that may be of interest to you, (B) as described in the S&P Global Ratings' Use of Information section of the Agreement and (c) as otherwise permitted by the Agreement;

(B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj) as completed in the form available at https://www.spglobal.com/_assets/documents/ratings/ratings_pcc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "Data Exporter" and S&P Global Ratings is the "Data Importer" and modified, if appropriate, by the UK Addendum; and

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119(A)(1) Data Protection Act 2018 effective March 21, 2022 completed in the form available at https://www.spglobal.com/_assets/documents/ratings/uk_addendum_for_client_agreements.pdf

3. **Disclosure of data**. Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Client Data to S&P Global Ratings for the Permitted Purpose.

Town Manager Griffin explained Resolution 24-24.

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

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

C. BZA & LARGE GATHERING ACTIONS: *NONE*

OLD BUSINESS

NONE

NEW BUSINESS

NONE

PUBLIC COMMENT

1. Lute Bier Merrillville, Indiana voiced his concern regarding the traffic on Morton and Wright Street, ATVs, and speed humps.

2. Bryon Messer Merrillville, Indiana thanked Director Lake and Chief Nuses. He also voiced his concerns regarding inclusion of the community in the decision making process.

ANNOUNCEMENTS

The Town Council President announced the following:

- Town Council Meeting Tuesday, October 8th at 6:30 p.m.
- Trunk or Treat on October 24th at 5:30 p.m. at the Dean & Barbra White Community Center.

ADJOURNMENT

Having completed all items on the agenda, the Town Council President announced the meeting adjourned at 8:52 p.m.

Rick Bella

Rick Bella, Town Council President

Eric O. January, Clerk-Treasurer

Respectfully Submitted By Angela Lewis