Town Council of Merrillville
7820 Broadway Ave - Merrillville, IN 46410
Town Council Meeting Minutes of the Regular Meeting of
September 11, 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, Shauna Haynes-Edwards, Leona Chandler-Felton, Margaret Uzelac, Shawn Pettit, Keesha Hardaway, and Rick Bella. Clerk-Treasurer Eric January was present to memorialize the proceedings. A quorum was attained.

PETITIONS, COMMUNICATIONS, ACKNOWLEDGEMENTS, AND REMONSTRATIONS:

It was moved by Councilor Pettit and seconded by Councilor Neal to use the amended agenda.

Upon a voice vote, the motion passed. The amended Agenda was approved and will be used at this September 10, 2024, Town Council Meeting.

PUBLIC HEARING: NONE

CONSENT AGENDA:

- Accts. Payable Register Voucher Approval for September 10th, 2024
- AP Register Summary for ARP Purchases for September 10th, 2024
- Approval of Town Council Meeting Minutes of August 27th, 2024

It was moved by Councilor Pettit and seconded by Councilor Uzelac 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 was held last week, and several ordinances were passed by the committee. The ordinances are on tonight's agenda for the council's approval.

Councilor Pettit also reported that the first Data Center Advisor Committee meeting was held on Monday, September 9th with the selected representatives. At the meeting, it was reported that the following two locations are being researched for potential data centers:

- 96th Acres in Ameriplex at the Crossroads in the back of Pinnacle Hospital that is owned by the Misner Group
- 101st Avenue East of Deep River with Caris Development.

Councilor Pettit reported that Town Manager Griffin has several ordinances listed on the agenda that were reviewed by the Council Affairs Committee and Attorney Svetanoff.

Attorney Svetanoff affirmed that the ordinances of Town Manager Griffin are in order, after Councilor Pettit asked about them.

STREET DEPARTMENT- UZELAC– Councilor Uzelac reported the following:

- Branch pickup is ongoing until September 30th.
- The Street Department has taken up the mowing and cleaning of the parks.
- The Street Department is in the process of crack sealing on Merrillville Road.

Councilor Uzelac asked about any additional updates, and Director Steve King responded that after September 30th, the Street Department will switch to Leaf Operations. He also reported that some of the Street Department staff are undergoing commercial driver's license (CDL) training, and the Street Department is maintaining parks.

Director King also reported receiving a call from the athletic director of Merrillville Intermediate School (MIS), Jackson, regarding the trail in the back of Pruzin Park. Mr. Jackson stated that the rubberized surface needs repair. This repair work will be included in the paving contract.

President Bella informed the council that branch pick-up needs to be discussed through the ordinance committee because of the volume of branches being picked up at residents' homes. The program wasn't designed for clearing out properties but for storm debris and the cutting of a few branches.

Councilor Pettit reported that the debris and trash outside of the Waste Management Contract must be addressed because of the situation at 73rd Whitcomb and other areas in the Town of Merrillville to keep the Town clean.

President Bella asked Town Manager Griffin to add these two topics to the Town Council's Workshop Agenda.

Upon a question from Councilor Haynes-Edwards regarding residents knowing about the branch pickup program, President Bella responded that the information is in the Town's Newsletter and posted on the website.

ELECTIONS, PUBLIC RELATIONS, & TOWN BEAUTIFICATION - NEAL- Councilor Neal reported that the committee didn't have a meeting nor are there any updates on the Gateway Signs. As stated at the last council meeting, the committee is still waiting on pricing.

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

PERSONNEL POLICY & EMPLOYEE BENEFITS – HARDAWAY- Councilor Hardaway had nothing to report.

PUBLIC SAFETY- HARDWAY- Councilor Hardaway reported that she has nothing to report but deferred to Chief Nuses regarding the Police Department's press release.

Chief Nuses stated he would report under the Department Reports section of the agenda.

ECONOMIC DEVELOPMENT-PETTIT – Councilor Pettit reported that a zone change ordinance is on the agenda under General Orders.

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.

Upon a question from Councilor Pettit regarding anything additional to report, Town Manager Griffin responded that he had nothing to add.

SPECIAL COMMITTEES

ABANDONED-BLIGHTED PROPERTIES - HAYNES-EDWARDS & CHANDLER-FELTON– Councilor Haynes-Edwards had nothing to report.

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.
- 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 the next meeting is scheduled for next week. She also reported the following:

- September 21st at Hammond Public Works - Shredding will be available at both locations. The limit for shredding is four paper grocery bags per resident. Information for this event can be found on the website at www.lcswmd.com.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION-HARDAWAY – Councilor Hardaway reported that a meeting is scheduled for September 18th.

STORMWATER MANAGEMENT RESOURCES-LAKE – Director Matthew Lake was absent from the meeting.

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.

DEPARTMENT REPORTS/ TOWN MANAGER

Chief Nuses – Police Department

Chief Nuses informed the council about the undocumented migrant debacle and the incident that happened in Lowell, Indiana regarding a young girl being hurt by an illegal migrant. Chief Nuses explained both situations to the council and residents.

Chief Nuses did reach out to the federal, state, and local agencies including Immigration and Customs Enforcement (ICE) for assistance. He also reported that there are illegal migrants in the Town of Merrillville about 10 to 13, but they aren't causing any problems at this time. Public Safety isn't at risk in the Town of Merrillville. The buses residents have been seeing in the Town are for legal migrant workers who have been coming to the Town for over twenty years and they are here on work visas. The Town of Merrillville hasn't had any problems with the legal migrant workers.

Director Shine - Building and Planning
Director Shine had nothing to report.

Director King – Street Department
Director King reported had nothing more to report.

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

Town Manager Griffin reported on the following items:

- Timekeeper for Public Comments – According to our ordinance, there is a three-minute limitation for public comments that may be waived by the council, but an alarm will sound at the end of the three minutes.

- Suggestion Box – For those who would like to share their comments privately, there will be a locked suggestion box where cards with your comments or ideas may be filled out and inserted in the box.

Clerk-Treasurer Eric January – Office of the Clerk-Treasurer
Clerk-Treasurer Eric January reported the following to the council:

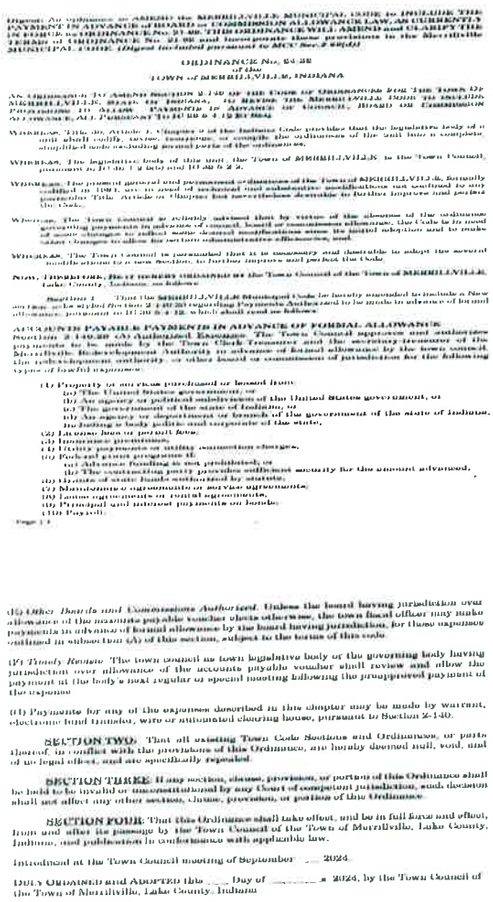
- Cash Balance - The total cash balance for the Town of Merrillville was $33,708,442.21.
- Food and Beverage Tax Revenue – The fifth check received on September 5th was $87,186.60. The good news is that $75,061.86 was for July. The remaining amount was back payments for previous months. The total receipts received to date is $425,725.24.
- IRS Refund- We received a check from the IRS for is period before my tenure as Clerk-Treasurer and my predecessor Kelly White-Gibson. I'm currently investigating this large refund, but the check will be deposited because it is outside the IRS statute of limitations. The $376,059.11 refund check is for the third quarter of 2019.
- Positive Pay System – The Clerk-Treasurer's Office must deem all checks that bear the Clerk-Treasurer's signature as legitimate before they are cashed by the bank. We had another fraudulent attempt to cash one of our checks for a different dollar amount and name. The check was for WEX that was altered.

GENERAL ORDERS

A. Ordinances:

First Reading: (Discussion and Roll Call Vote)

1. **Ordinance 24-32 (Discussion 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.



It was moved by Councilor Pettit and seconded by Councilor Uzelac to approve Ordinance 24-32 on the first reading.

Town Manager Griffin explained Ordinance 24-32

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)

2. **<u>Ordinance 24-33 (Discussion and Roll Call Vote)</u>**
An Ordinance Of the Town Of Merrillville, Indiana Providing That The Zoning Ordinance Town Of Merrillville, Lake County, Indiana Be Amended By Changing The Established (A-1) Agricultural Zone Classification To (C/I-S) Commercial/Industrial Special District Zone Classification.

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ORDINANCE NO. 24-33

AN ORDINANCE OF THE TOWN OF MERRILLVILLE, INDIANA, PROVIDING THAT THE ZONING ORDINANCE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA BE AMENDED BY CHANGING THE ESTABLISHED (A-1) AGRICULTURAL ZONE CLASSIFICATION TO (C/I-S) COMMERCIAL/INDUSTRIAL SPECIAL DISTRICT ZONE CLASSIFICATION

BE IT ORDAINED by the Town Council of the Town of Merrillville

SECTION 1: That Ordinance No. 03-23, entitled, Merrillville Indiana Zoning Ordinance, and particularly the Zone Maps, which has REPLACED Ordinance No. 78-5 be and the same is hereby amended by changing the following described real estate on the Zone Maps from its established (A-1) Agricultural Zone Classification to a (C/I-S) Commercial/Industrial Special District Zone Classification

PARCEL 1
PART OF THE WEST HALF OF THE SOUTHEAST QUARTER, AND THAT PART OF THE SOUTHWEST QUARTER LYING EASTERLY AND SOUTHERLY OF THE CENTERLINE OF BEAVER DAM DITCH, ALL IN SECTION 35, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT BEING SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 1,331.06 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 35 AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 35, THENCE SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 753.61 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 01 MINUTES 49 SECONDS WEST, 149.30 FEET, THENCE NORTH 75 DEGREES 04 MINUTES 51 SECONDS WEST, 111.85 FEET, THENCE NORTH 38 DEGREES 39 MINUTES 40 SECONDS WEST, 111.85 FEET, THENCE NORTH 02 DEGREES 14 MINUTES 28 SECONDS, 162.09 FEET, THENCE NORTH 42 DEGREES 53 MINUTES 10 SECONDS EAST, 360.57 FEET, THENCE NORTH 47 DEGREES 06 MINUTES 50 SECONDS WEST, 726.00 FEET, THENCE SOUTH 42 DEGREES 53 MINUTES 10 SECONDS WEST, 150.00 FEET TO A POINT OF CURVE, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1,330.00 FEET,

THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 431.02 FEET TO A RADIAL LINE, THENCE NORTH 85 DEGREES 40 MINUTES 55 SECONDS WEST ALONG SAID RADIAL LINE, 98.04 FEET, THENCE NORTH 72 DEGREES 33 MINUTES 29 SECONDS WEST, 150.00 FEET, THENCE SOUTH 87 DEGREES 05 MINUTES 38 SECONDS WEST, 100.66 FEET, THENCE SOUTH 60 DEGREES 11 MINUTES 48 SECONDS WEST, 70.53 FEET, THENCE SOUTH 85 DEGREES 00 MINUTES 20 SECONDS WEST, 142.80 FEET, THENCE NORTH 50 DEGREES 28 MINUTES 39 SECONDS WEST, 103.66 FEET, THENCE NORTH 40 DEGREES 16 MINUTES 53 SECONDS WEST, 54.58 FEET, THENCE NORTH 03 DEGREES 49 MINUTES 20 SECONDS WEST, 134.98 FEET, THENCE NORTH 71 DEGREES 22 MINUTES 45 SECONDS WEST, 41.08 FEET, THENCE NORTH 23 DEGREES 28 MINUTES 50 SECONDS EAST, 149.98 FEET, TO A POINT OF CURVE, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 235.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 37.97 FEET TO A POINT OF REVERSE CURVE, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 875.50 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 383.83 FEET TO A POINT, ON A NONE RADIAL LINE, THENCE SOUTH 89 DEGREES 01 MINUTES 11 SECONDS EAST, 82.32 FEET, THENCE NORTH 84 DEGREES 51 MINUTES 34 SECONDS EAST, 59.88 FEET, THENCE NORTH 87 DEGREES 17 MINUTES 49 SECONDS EAST, 101.08 FEET, THENCE SOUTH 78 DEGREES 33 MINUTES 46 SECONDS EAST, 101.08 FEET, THENCE SOUTH 60 DEGREES 25 MINUTES 21 SECONDS EAST, 101.08 FEET, THENCE NORTH 37 DEGREES 38 MINUTES 51 SECONDS, 20.00 FEET, THENCE NORTH 21 DEGREES 12 MINUTES 00 SECONDS WEST, 208.11 FEET, THENCE NORTH 68 DEGREES 48 MINUTES 00 SECONDS EAST, 53.79 FEET, THENCE NORTH 11 DEGREES 22 MINUTES 34 SECONDS WEST, 546.28 FEET, THENCE NORTH 29 DEGREES 16 MINUTES 04 SECONDS WEST, 110.00 FEET, THENCE SOUTH 64 DEGREES 43 MINUTES 56 SECONDS WEST, 210.00 FEET, THENCE SOUTH 41 DEGREES 01 MINUTES 52 SECONDS WEST, 122.01 FEET, THENCE SOUTH 41 DEGREES 01 MINUTES 11 SECONDS WEST, 126.77 FEET, THENCE SOUTH 25 DEGREES 50 MINUTES 39 SECONDS WEST, 126.77 FEET, THENCE SOUTH 10 DEGREES 40 MINUTES 02 SECONDS WEST, 126.77, THENCE SOUTH 04 DEGREES 39 MINUTES 33 SECONDS EAST, 126.77 FEET, THENCE SOUTH 11 DEGREES 41 MINUTES 42 SECONDS EAST, 117.10 FEET, THENCE SOUTH 04 DEGREES 57 MINUTES 17 SECONDS WEST, 111.42 FEET, THENCE SOUTH 14 DEGREES 02 MINUTES 50 SECONDS WEST, 92.28 FEET, THENCE SOUTH 24 DEGREES 36 MINUTES 39 SECONDS WEST, 98.13 FEET, THENCE SOUTH 28 DEGREES 47 MINUTES 11 SECONDS WEST, 115.45 FEET, THENCE SOUTH 23 DEGREES 26 MINUTES 50 SECONDS WEST, 425.77 FEET, THENCE SOUTH 15 DEGREES 22 MINUTES 14 SECONDS WEST, 114.61 FEET, THENCE SOUTH 13 DEGREES 26 MINUTES 39 SECONDS WEST, 426.41 FEET, THENCE SOUTH 89 DEGREES 26 MINUTES 55 SECONDS EAST, 15.04 FEET, THENCE SOUTH 15 DEGREES 43 MINUTES 31 SECONDS EAST, 181.99 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 49 SECONDS EAST, 119.76 FEET TO THE SOUTH LINE OF SAID SECTION 35, THENCE NORTH 89 DEGREES 58 MINUTES 11 SECONDS EAST, ALONG SAID SOUTH LINE, 1,841.04 FEET TO THE POINT OF BEGINNING

PARCEL 2
PART OF THE WEST HALF OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER, AND THAT PART OF THE SOUTHWEST QUARTER LYING EASTERLY AND SOUTHERLY OF THE CENTERLINE OF BEAVER DAM EXTENSION DITCH, ALL IN SECTION 35, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, AND PART OF LOT 2, IN OAK TREE ESTATES, AN ADDITION TO MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88 PAGE 51, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT BEING SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 1,331.06 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 35 AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 35 TO THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 753.61 FEET, THENCE NORTH 00 DEGREES 01 MINUTES 49 SECONDS WEST, 149.30 FEET, THENCE NORTH 75 DEGREES 04 MINUTES 51 SECONDS WEST, 111.85 FEET, THENCE NORTH 38 DEGREES 39 MINUTES 40 SECONDS WEST, 111.85 FEET, THENCE NORTH 02 DEGREES 14 MINUTES 28 SECONDS WEST, 162.09 FEET, THENCE NORTH 42 DEGREES 53 MINUTES 10 SECONDS EAST, 360.57 FEET, THENCE NORTH 47 DEGREES 06 MINUTES 50 SECONDS WEST, 726.00 FEET, THENCE SOUTH 42 DEGREES 53 MINUTES 10 SECONDS WEST, 150.00 FEET TO A POINT OF CURVE, CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 1,330.00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 431.02 FEET TO A RADIAL LINE, THENCE NORTH 85 DEGREES 40 MINUTES 55 SECONDS WEST ALONG SAID RADIAL LINE, 98.04 FEET, THENCE NORTH 72 DEGREES 33 MINUTES 29 SECONDS WEST, 150.00 FEET, THENCE SOUTH 87 DEGREES 05 MINUTES 38 SECONDS WEST, 100.66 FEET, THENCE SOUTH 60 DEGREES 11 MINUTES 48 SECONDS WEST, 70.53 FEET, THENCE SOUTH 85 DEGREES 00 MINUTES 20 SECONDS WEST, 142.80 FEET, THENCE NORTH 50 DEGREES 28 MINUTES 39 SECONDS WEST, 103.66 FEET, THENCE NORTH 40 DEGREES 16 MINUTES 53 SECONDS WEST, 54.58 FEET, THENCE NORTH 03 DEGREES 49 MINUTES 20 SECONDS WEST, 134.98 FEET, THENCE NORTH 71 DEGREES 22 MINUTES 45 SECONDS WEST, 41.08 FEET, THENCE NORTH 23 DEGREES 28 MINUTES 50 SECONDS EAST, 149.98 FEET, TO A POINT OF CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 235.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 37.97 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 875.50 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 383.83 FEET TO A POINT ON A NONE RADIAL LINE, THENCE SOUTH 89 DEGREES 01 MINUTES 11 SECONDS EAST, 82.32 FEET, THENCE NORTH 84 DEGREES 51 MINUTES 34 SECONDS EAST, 59.88 FEET, THENCE NORTH 87 DEGREES 17 MINUTES 49 SECONDS EAST, 101.08 FEET, THENCE SOUTH 78 DEGREES 33 MINUTES 46 SECONDS EAST, 101.08 FEET, THENCE SOUTH 60 DEGREES 25 MINUTES 21 SECONDS EAST, 101.08 FEET, THENCE NORTH 37 DEGREES 38 MINUTES 51 SECONDS, 20.00 FEET, THENCE NORTH 21 DEGREES 12 MINUTES 00 SECONDS

WEST, 208.11 FEET, THENCE NORTH 68 DEGREES 48 MINUTES 00 SECONDS EAST, 53.79 FEET, THENCE NORTH 11 DEGREES 22 MINUTES 34 SECONDS WEST, 546.28 FEET, THENCE NORTH 29 DEGREES 16 MINUTES 04 SECONDS WEST, 110.00 FEET, THENCE NORTH 60 DEGREES 43 MINUTES 24 SECONDS EAST, 118.56 FEET, THENCE NORTH 74 DEGREES 57 MINUTES 18 SECONDS EAST, 102.08 FEET, THENCE NORTH 54 DEGREES 40 MINUTES 23 SECONDS EAST, 85.37 FEET, THENCE NORTH 37 DEGREES 33 MINUTES 51 SECONDS EAST, 235.29 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS EAST ALONG SAID NORTH LINE, 58.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 00 DEGREES 07 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, 75.43 FEET, THENCE NORTH 37 DEGREES 30 MINUTES 13 SECONDS EAST, 15.33 FEET, THENCE NORTH 37 DEGREES 52 MINUTES 26 SECONDS EAST, 115.24 FEET, THENCE NORTH 41 DEGREES 28 MINUTES 37 SECONDS EAST, 550.19 FEET, THENCE NORTH 38 DEGREES 24 MINUTES 21 SECONDS EAST, 94.66 FEET, THENCE NORTH 03 DEGREES 52 MINUTES 42 SECONDS EAST, 97.97 FEET, THENCE NORTH 32 DEGREES 40 MINUTES 46 SECONDS WEST, 50.26 FEET, THENCE NORTH 04 DEGREES 23 MINUTES 57 SECONDS EAST, 119.87 FEET, THENCE NORTH 21 DEGREES 37 MINUTES 00 SECONDS EAST, 125.43 FEET, THENCE NORTH 23 DEGREES 44 MINUTES 21 SECONDS EAST, 230.46 FEET, THENCE NORTH 26 DEGREES 19 MINUTES 10 SECONDS EAST, 281.86 FEET, THENCE NORTH 38 DEGREES 29 MINUTES 29 SECONDS EAST, 195.45 FEET, THENCE NORTH 52 DEGREES 51 MINUTES 11 SECONDS EAST, 126.00 FEET, THENCE NORTH 86 DEGREES 15 MINUTES 49 SECONDS EAST, 122.84 FEET, THENCE NORTH 78 DEGREES 07 MINUTES 48 SECONDS EAST, 122.27 FEET, THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 113.48 FEET TO THE WEST LINE OF SAID LOT 2, THENCE SOUTH 89 DEGREES 58 MINUTES 12 SECONDS EAST, 11.25 FEET, THENCE SOUTH 78 DEGREES 09 MINUTES 08 SECONDS EAST, 122.29 FEET, THENCE SOUTH 86 DEGREES 11 MINUTES 06 SECONDS EAST, 122.29 FEET, THENCE SOUTH 54 DEGREES 25 MINUTES 49 SECONDS EAST, 121.30 FEET, THENCE SOUTH 49 DEGREES 08 MINUTES 24 SECONDS EAST, 105.00 FEET, THENCE SOUTH 49 DEGREES 29 MINUTES 49 SECONDS EAST, 97.40 FEET, THENCE SOUTH 83 DEGREES 04 MINUTES 02 SECONDS EAST, 356.02 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST, 79.42 FEET, THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, 5.00 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST, 260.00 FEET, THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST, 45.00 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST, 134.62 FEET, THENCE SOUTH 00 DEGREES 13 MINUTES 57 SECONDS EAST, 90.00 FEET, THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, 1287.84 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35, 1321.46 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS EAST, 2643.15 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPTING FROM PARCELS 1 AND 2 THEREFROM THE FOLLOWING
A PARCEL OF LAND LYING IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 00 DEGREES 13 MINUTES 18 SECONDS WEST (ASSUMED), 2640.73 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 2657.99 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 57.99 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE WESTERLY LINE OF A PARCEL OF LAND DEEDED TO LASALLE 115 HOLDINGS, LLC-SERIES 28 DEEP RIVER INVESTMENTS AND RECORDED AS DOCUMENT NUMBER 2012-012486 ON FEBRUARY 17, 2012 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE SOUTH 37 DEGREES 33 MINUTES 51 SECONDS WEST, 71.49 FEET ALONG SAID WESTERLY LINE, THENCE SOUTH 00 DEGREES 04 MINUTES 27 SECONDS WEST, 43.27 FEET, THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 150.00 FEET, THENCE NORTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, 100.00 FEET TO SAID NORTH LINE OF SAID SOUTHEAST QUARTER, THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 48.50 FEET ALONG LAST SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES MORE OR LESS

Common Address: Northeast Corner of 101st and Deep River
Parcel Numbers: 45-12-35-300-003.000-030 and 45-12-35-400.008.000-030

THIS LAND IS TO BE DEVELOPED PER TENTATIVE LAND USE PLAN, A COPY OF WHICH IS ATTACHED HERETO, MADE A PART HEREOF AND MARKED EXHIBIT "A". THE DESIGNATED PERMITTED USE SHALL BE FOR A DATA CENTER, THE DEFINITION OF WHICH IS AS FOLLOWS: "A LARGE GROUP OF NETWORKED COMPUTER SERVERS TYPICALLY USED BY ORGANIZATIONS FOR THE REMOTE STORAGE, PROCESSING, OR DISTRIBUTION OF LARGE AMOUNTS OF DATA", ALL AS SUBMITTED AND APPROVED BY THE MERRILLVILLE PLAN COMMISSION ON JULY 16, 2024.

SECTION 2: That the Town Council further approves the Zoning Commitment dated July 23, 2024, a copy of which is attached hereto, made a part hereof and marked Exhibit "B", which was also approved by the Merrillville Plan Commission on July 16, 2024

SECTION 3: The Town Council now finds that the above Zone Change will not be injurious to the public health, safety, morals and general welfare of the community and that the use or value of the area adjacent to the property included in this ordinance will not be affected in a substantially adverse manner and the need for the change in zoning

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EXHIBIT "A"

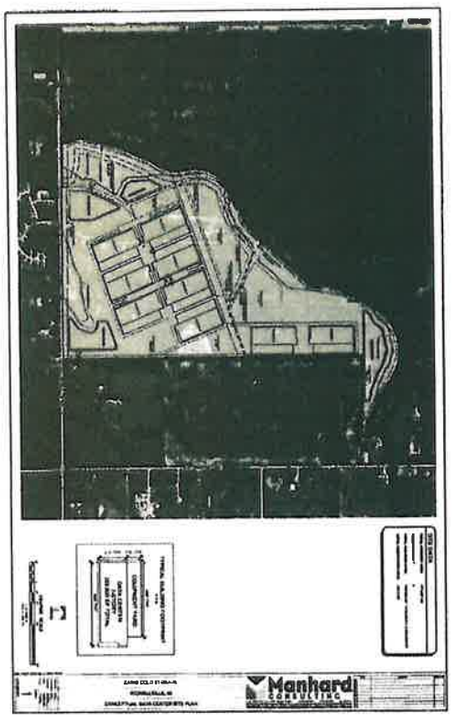

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EXHIBIT "B"

ZONING COMMITMENT

ZONING COMMITMENT

THIS ZONING COMMITMENT (hereinafter referred to as the "Commitment") is entered into and effective as of the 6th day of August, 2024 by and between the **Town of Merrillville, Lake County, Indiana, an Indiana Municipal Corporation** (hereinafter referred to as "Merrillville"), and **Karis Acquisitions, LLC, a Delaware Limited Liability Company** (hereinafter referred to as the "Company").

RECITALS

WHEREAS, pursuant to IC §36-7-4-1015 and 21-23 of the Merrillville Zoning Ordinance, Ordinance 02-03 adopted February 12, 2002, an Owner of real estate within Indiana may make certain Zoning Commitments to a Plan Commission regarding real estate;

WHEREAS, Company is in the process of purchasing Real Estate in Merrillville, Indiana, legally described as follows:

PARCEL 1:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER; AND THAT PART OF THE SOUTHWEST QUARTER LYING EASTERLY AND SOUTHERLY OF THE CENTERLINE OF BEAVER DAM EXTENSION DITCH, ALL IN SECTION 35, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT BEING SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 1,331.06 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 35 AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 35; THENCE SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 753.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTES 49 SECONDS WEST, 149.30 FEET; THENCE NORTH 75 DEGREES 04 MINUTES 51 SECONDS WEST, 111.85 FEET; THENCE NORTH 38 DEGREES 39 MINUTES 40 SECONDS WEST, 111.85 FEET; THENCE NORTH 02 DEGREES 14 MINUTES 28 SECONDS, 162.09 FEET; THENCE NORTH 42 DEGREES 53 MINUTES 10 SECONDS EAST, 360.57 FEET; THENCE NORTH 47 DEGREES 06



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SECONDS WEST, 426.41 FEET; THENCE SOUTH 80 DEGREES 26 MINUTES 35 SECONDS EAST, 15.04 FEET; THENCE SOUTH 15 DEGREES 43 MINUTES 31 SECONDS EAST 161.99 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 49 SECONDS EAST, 119.78 FEET TO THE SOUTH LINE OF SAID SECTION 35; THENCE NORTH 89 DEGREES 58 MINUTES 11 SECONDS EAST, ALONG SAID SOUTH LINE, 1,841.04 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER, THE NORTHEAST QUARTER, AND THAT PART OF THE SOUTHWEST QUARTER LYING EASTERLY AND SOUTHERLY OF THE CENTERLINE OF BEAVER DAM EXTENSION DITCH, ALL IN SECTION 35, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, AND PART OF LOT 2, IN OAK TREE ESTATES, AN ADDITION TO MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88 PAGE 51, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT BEING SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 1,331.06 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 35 AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 35 TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 58 MINUTES 11 SECONDS WEST, 753.61 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 49 SECONDS WEST, 149.30 FEET; THENCE NORTH 75 DEGREES 04 MINUTES 51 SECONDS WEST, 111.85 FEET; THENCE NORTH 38 DEGREES 39 MINUTES 40 SECONDS WEST, 111.85 FEET; THENCE NORTH 02 DEGREES 14 MINUTES 28 SECONDS WEST, 162.09 FEET; THENCE NORTH 42 DEGREES 53 MINUTES 10 SECONDS EAST, 360.57 FEET; THENCE NORTH 47 DEGREES 06 MINUTES 50 SECONDS WEST, 726.00 FEET; THENCE SOUTH 42 DEGREES 53 MINUTES 10 SECONDS WEST, 150.00 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1,330.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 431.02 FEET TO A RADIAL LINE; THENCE NORTH 65 DEGREES 40 MINUTES 55 SECONDS WEST ALONG SAID RADIAL LINE, 95.04 FEET; THENCE NORTH 72 DEGREES 33 MINUTES 29 SECONDS WEST, 150.00 FEET; THENCE SOUTH 87 DEGREES 05 MINUTES 38 SECONDS WEST, 100.66 FEET; THENCE SOUTH 60 DEGREES 11 MINUTES 48 SECONDS WEST, 70.53 FEET; THENCE SOUTH 85 DEGREES 00 MINUTES 20 SECONDS WEST, 142.80 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 39 SECONDS WEST, 103.66 FEET; THENCE NORTH 40 DEGREES 16 MINUTES 53 SECONDS WEST, 54.58 FEET; THENCE NORTH 03 DEGREES 49 MINUTES 20 SECONDS WEST, 134.98 FEET; THENCE NORTH 71 DEGREES 22 MINUTES 45 SECONDS WEST, 41.08 FEET; THENCE NORTH 23 DEGREES 28 MINUTES 50 SECONDS EAST, 149.98 FEET, TO A POINT OF CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 235.00 FEET; THENCE

NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 37.97 FEET TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 675.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 383.83 FEET TO A POINT ON A NONE RADIAL LINE; THENCE SOUTH 89 DEGREES 01 MINUTES 11 SECONDS EAST, 82.32 FEET; THENCE NORTH 84 DEGREES 51 MINUTES 34 SECONDS EAST, 59.88 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 49 SECONDS EAST, 101.08 FEET; THENCE SOUTH 76 DEGREES 33 MINUTES 46 SECONDS EAST, 101.08 FEET; THENCE SOUTH 60 DEGREES 25 MINUTES 21 SECONDS EAST, 101.08 FEET; THENCE NORTH 37 DEGREES 38 MINUTES 51 SECONDS, 20.00 FEET; THENCE NORTH 21 DEGREES 12 MINUTES 00 SECONDS WEST, 205.11 FEET; THENCE NORTH 68 DEGREES 48 MINUTES 00 SECONDS EAST, 53.79 FEET; THENCE NORTH 11 DEGREES 22 MINUTES 34 SECONDS WEST, 546.28 FEET; THENCE NORTH 29 DEGREES 16 MINUTES 04 SECONDS WEST, 110.00 FEET; THENCE NORTH 63 DEGREES 48 MINUTES 24 SECONDS EAST, 118.56 FEET; THENCE NORTH 74 DEGREES 57 MINUTES 18 SECONDS EAST, 102.08 FEET; THENCE NORTH 54 DEGREES 40 MINUTES 23 SECONDS EAST, 85.37 FEET; THENCE NORTH 37 DEGREES 33 MINUTES 51 SECONDS EAST, 235.29 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS EAST ALONG SAID NORTH LINE, 58.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 07 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, 75.43 FEET; THENCE NORTH 37 DEGREES 30 MINUTES 13 SECONDS EAST, 15.33 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 26 SECONDS EAST, 115.24 FEET; THENCE NORTH 41 DEGREES 26 MINUTES 37 SECONDS EAST, 550.19 FEET; THENCE NORTH 38 DEGREES 24 MINUTES 21 SECONDS EAST, 94.66 FEET; THENCE NORTH 03 DEGREES 52 MINUTES 42 SECONDS EAST, 97.97 FEET; THENCE NORTH 32 DEGREES 40 MINUTES 46 SECONDS WEST, 50.26 FEET; THENCE NORTH 04 DEGREES 23 MINUTES 57 SECONDS EAST, 118.87 FEET; THENCE NORTH 21 DEGREES 37 MINUTES 00 SECONDS EAST, 125.43 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 21 SECONDS EAST, 230.46 FEET; THENCE NORTH 26 DEGREES 19 MINUTES 10 SECONDS EAST, 281.86 FEET; THENCE NORTH 38 DEGREES 29 MINUTES 29 SECONDS EAST, 193.45 FEET; THENCE NORTH 52 DEGREES 51 MINUTES 11 SECONDS EAST, 126.60 FEET; THENCE NORTH 66 DEGREES 15 MINUTES 49 SECONDS EAST, 122.80 FEET; THENCE NORTH 78 DEGREES 07 MINUTES 48 SECONDS EAST, 122.27 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, 113.46 FEET TO THE WEST LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, 11.25 FEET; THENCE SOUTH 78 DEGREES 00 MINUTES 08 SECONDS EAST, 122.29 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 06 SECONDS EAST, 122.29 FEET; THENCE SOUTH 54 DEGREES 25 MINUTES 49 SECONDS EAST, 121.30 FEET; THENCE SOUTH 49 DEGREES 08 MINUTES 24 SECONDS EAST, 105.00 FEET; THENCE SOUTH 49 DEGREES 29 MINUTES 49 SECONDS EAST, 97.40 FEET; THENCE SOUTH 63 DEGREES 04 MINUTES 02 SECONDS EAST,

358.92 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST, 79.42 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, 5.00 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST, 260.00 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST, 45.00 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST, 134.62 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 57 SECONDS EAST, 90.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, 1287.84 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35, 1321.49 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 10 MINUTES 36 SECONDS EAST, 2643.15 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCELS 1 AND 2 THEREFROM THE FOLLOWING:

A PARCEL OF LAND LYING IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 00 DEGREES 13 MINUTES 18 SECONDS WEST (ASSUMED), 2640.73 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 2657.99 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 57.99 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE WESTERLY LINE OF A PARCEL OF LAND DEEDED TO LASALLE 115 HOLDINGS, LLC-SERIES 28 DEEP RIVER INVESTMENTS AND RECORDED AS DOCUMENT NUMBER 2012-012486 ON FEBRUARY 17, 2012 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 37 DEGREES 33 MINUTES 51 SECONDS WEST, 71.49 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 00 DEGREES 04 MINUTES 27 SECONDS WEST, 43.27 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 150.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 27 SECONDS EAST, 100.00 FEET TO SAID NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 48.50 FEET ALONG LAST SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES MORE OR LESS.

Common Address: Northeast Corner of 101st and Deep River

Parcel Numbers: 45-12-35-300-003.000-030 and 45-12-35-400-008.000-030

(hereinafter referred to as the "Property").

WHEREAS, Company has made application to Merrillville to rezone the Property from (A-1) Agricultural to (C/I-S) Commercial/Industrial Special District.

WHEREAS, Company desires to provide assurances to Merrillville that Company's intention in developing the Property is solely to develop it as a data center or one similar thereto.

WHEREAS, Company, based on factors beyond its control, desires the ability to delay the commencement of the development for a period longer than permitted by Merrillville Town Ordinance; and

WHEREAS, in an effort to address each of the parties' concerns, the parties are entering into this Agreement so that, based on Company's assurances, Merrillville will, by these presents, approve the rezoning of the Property, subject to the terms and conditions set forth herein.

COMMITMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Merrillville and Company commit as follows:

1. *Recitals Incorporated.* All Parties agree that the Recital terms set forth hereinabove in this Commitment are an inherent part of this commitment instrument, and incorporated herein. Further the Recitals shall be used to interpret this Commitment.

2. *Commitment.* The Company, upon completing the purchase of the Property, in order to preserve the integrity of the area, agrees to develop and use the Property, upon being rezoned to (C/I-S) Commercial/Industrial Special District, as a Data Center or one similar thereto. A Data Center, for purposes of this Agreement, shall be defined as a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data.

3. *Zoning Reversion.* Company hereby agrees that if the Property is rezoned by the Merrillville Town Council, Company, notwithstanding Merrillville Town Zoning Ordinance Section 21-47 to the contrary, shall obtain a building permit for the first phase of construction of the proposed development within four (4) years after the date of Merrillville Town Council's approval of the zone change. If Company fails to obtain a building permit within the time period outlined herein, the (C/I-S) Commercial/Industrial Special District Zone classification will revert back to the current (A-1) Agricultural Zone classification upon a majority vote of the Merrillville Town Council.

4. *Successors and Assigns.* Wherever reference is made herein to any party, by name or designation, such reference shall be deemed to extend to and include the successors and permitted assigns of such party.

5. *This Commitment.* This Commitment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall constitute the entire agreement among the parties. This Commitment shall not be modified or amended except by a written instrument duly executed by all of the parties hereto.

6. *Recording.* The undersigned authorizes the Planning Director of the Planning Department for the Town of Merrillville to record these Commitments in the Office of the Recorder of Lake County, Indiana, upon approval of the change of zone to (C/I-S) Commercial/Industrial Special District by the Merrillville Town Council and the purchase of the Property by the Company.

7. *Enforcement.* These Commitments may be enforced by the Merrillville Plan Commission and/or the Merrillville Town Council.

8. *Notices.* All notices required to be given under this Commitment shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage pre-paid, or hand-delivered to the following:

MERRILLVILLE PLAN COMMISSION
Attn: President of Plan Commission
7820 Broadway
Merrillville, IN 46410

Attn: Planning Director
7820 Broadway
Merrillville, IN 46410

With Copy to:

Atty. Joseph C. Svetanoff
KOPKA PINKUS DOLIN PC
9801 Connecticut Drive
Crown Point, IN 46307

TOWN OF MERRILLVILLE
Michael Griffin, Interim Town Manager,
or his successor
7820 Broadway
Merrillville, IN 46410

KARIS ACQUISITIONS, LLC
Attn: Jake Finley
2150 Goodlette-Frank Road N., Suite 702
Naples, FL 34102

With Copy to:

Atty. Betsy Gates-Alford
BURKE, WARREN, MACKAY
& SERRITELLA, P.C.
330 N. Wabash Ave., 21st Floor
Chicago, IL 60611

Atty. Richard E. Anderson
ANDERSON & ANDERSON, P.C.
9211 Broadway
Merrillville, IN 46410

9. *Miscellaneous.* The Company acknowledges and agrees that, unless additional approvals are obtained, all Merrillville land use approval regulations, codes, and requirements will be hereafter complied with, in all respects. Upon further development of ancillary uses, the Company will seek appropriate planning and zoning approval.

10. *Governing Law.* This Commitment shall be governed by the laws of the State of Indiana.

11. *Public Action.* It is expressly acknowledged and stated that this Commitment is entered into by Merrillville after action at a Public Meeting of the Town Council of Merrillville on the ___ day of August, 2024 to approve Ordinance No. 24-26 rezoning the property to (C/I-S) Commercial/Industrial Special District, by a vote of _____ in favor and _____ against, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Commitment.

12. *Corporate/Entity Authorization.* The undersigned Person executing this Commitment on behalf of Karis Acquisitions, LLC, a Delaware limited liability company, represents that he

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is the duly elected and authorized [illegible] of said limited liability company, and is fully empowered to execute and deliver this Commitment and that all necessary corporate or entity action for making this Commitment has been taken and done.

13. *Expiration.* This Commitment shall expire automatically if the zoning district or classification applicable to this parcel is changed from (C/I-S) Commercial/Industrial Special District.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date and year first above written.

COMPANY:

KARIS ACQUISITIONS, LLC, a Delaware limited liability company

By _____ DATE 8/6/24
Printed JAKE FINLEY
Its [illegible]

STATE OF Florida)
) SS
COUNTY OF Collier)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this date personally appeared KARIS ACQUISITIONS, LLC, a Delaware limited liability company, by JAKE FINLEY, [illegible], who acknowledged the execution of the foregoing Zoning Commitment for and on behalf of said KARIS ACQUISITIONS, LLC and who, having been duly sworn, stated that the representations therein contained are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of August, 2024

_____
Notary Public

Commission Expires [illegible]
County of Residence [illegible]

LAURA [illegible]
Notary Public
State of Florida
Commit [illegible]
Expires [illegible]

MERRILLVILLE
TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, an Indiana municipal corporation
By: _____ DATE: _____
Printed: [illegible]
Its: Town Council President
ATTEST:
Clerk-Treasurer

By leave of President Bella, Town Manager Griffin requested that President Bella consult with the Town Attorney to render an opinion on this ordinance before the council considers it.

Attorney Svetanoff reported that under IC 36-5-9.8 zoning changes such as these amendments allow for one reading instead of two. Attorney Svetanoff stated that at this time, I would caution the council to go ahead and take this matter under one reading instead of two."

It was moved by Councilor Pettit and seconded by Councilor Uzelac to approve Ordinance 24-33.

Councilor Pettit reported to the council that the actual advertised Public Hearing on zone changes takes place at the Plan Commission meeting and this is why zone changes are one-reading ordinances.

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 the first and final reading.

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

3. **<u>Ordinance 24-34 (Discussion and Roll Call Vote)-</u>**
   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. 24-34

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, reimbursing 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 in its 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 consistent 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;



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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, an 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 their date of issuance with respect to the BANs.

SECTION 6. Each of the Town Council President and the Clerk-Treasurer is directed to execute the Financing Documents, such 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. Their execution shall be deemed as confirmed by the Town Council upon the signature of the Town Council President evidencing adoption, pursuant to IC 36-5-2-10(a), and attested thereto by the Town Clerk-Treasurer as prescribed by I.C. 36-5-2-10.2(2). The signatures of the Town Council President and the Town Clerk-Treasurer are required under IC 36-7-12-25(c), which expressly states that bonds must be attested to by the fiscal officer. Their execution shall be deemed as confirmed by the Town Council upon the signature of the Town Council President evidencing adoption, pursuant to IC 36-5-2-10(a), and attested thereto by the Town Clerk-Treasurer as prescribed by I.C. 36-5-2-10.2(2). 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, payment for 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 this Town Council or the Economic Development Commission if such changes do not affect terms set forth in Sections 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 its 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 its Economic Development Commission, either directly or through the Town, or otherwise, for the payment for or to the Town or any receiver thereof or for or to any holder of the Bonds and/or BANs secured thereby, or otherwise, of any sum that may remain due and unpaid by the Town upon any of such Bonds and/or BANs. Any 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, as such, to respond 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

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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 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 or in their judgment shall be necessary or advisable in order fully to consummate the transactions contemplated 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, in 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, at the of a Financing Agreement, a Funds 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

ATTEST:

_____
Eric O. January, CPA
Clerk-Treasurer

It was moved by Councilor Pettit and seconded by Councilor Hardaway to approve Ordinance 24-34.

Upon a question from President Bella regarding how this ordinance is different from the previous one we voted on, Councilor Pettit responded that upon legal advice from the council, after this ordinance failed at a 3-2-1 vote, it was recommended that the ordinance be sent back to Council Affairs for review. The only change is the February 1, 2025, payment date of the proceeds.

Councilor Pettit asked Attorney Svetanoff to explain what happens when an ordinance fails to receive a positive vote.

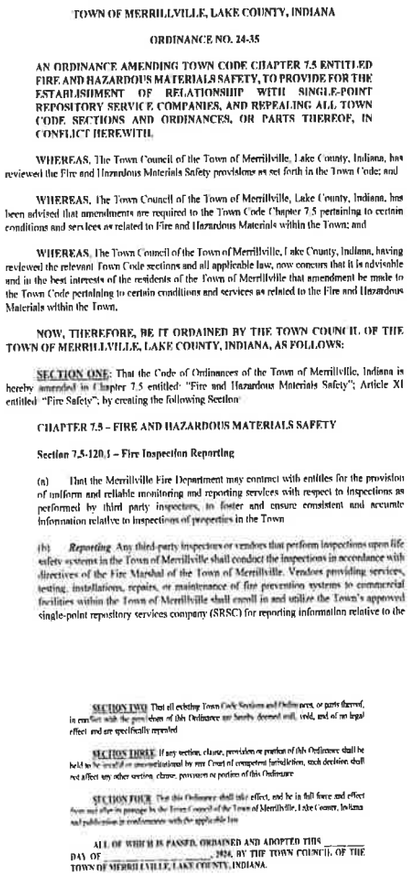
Attorney Svetanoff explained that when an ordinance fails and the council desires to bring it back up for a vote it must be returned to the Council Affairs Committee for their review and go through two readings except if it gets approved on the first reading which is highly unusual.

Clerk-Treasurer Eric January reported his concerns regarding Ordinance 24-34 being on the agenda.

Upon a roll call vote, there were five affirmatives and two negatives. Councilors Rhonda Neal, Margaret Uzelac, Shawn Pettit, Keesha Haraway, 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 first reading.

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

4. **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 services rendered by the SRSC shall be paid by certified contractors directly to the SRSC.

(c) *Itemized 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, the sprinkler systems, standpipe systems, fire pumps, building data access systems, fire alarms, smoke detection, monitoring 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 contractor 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 and designated 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 acceptance test 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 also provided the Fire Marshal with documentation of current certification and qualifications to conduct each test or inspection in accordance with the appropriate National Fire Protection Association Standard.

(f) *Failure to Report.* In the event that the vendor performing the service fails to submit a finished report upon completion of an inspection, maintenance or repair performed on any and all life safety protection appliances and systems including but not limited to the sprinkler systems, standpipe systems, fire pumps, building data access systems, fire alarms, smoke detection, monitoring systems, fire extinguishing hood systems, private fire hydrants, private water main systems, backflow preventers, fire extinguishers, fire escape systems, other extinguishing systems, and fire hose, said vendor shall be in violation of the requirements of this Section, and the fine 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 amend 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 Pettit and seconded by Councilor Haynes-Edwards to approve Ordinance 24-35.

Attorney Svetanoff explained the ordinance.

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 first reading.

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

5. **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.

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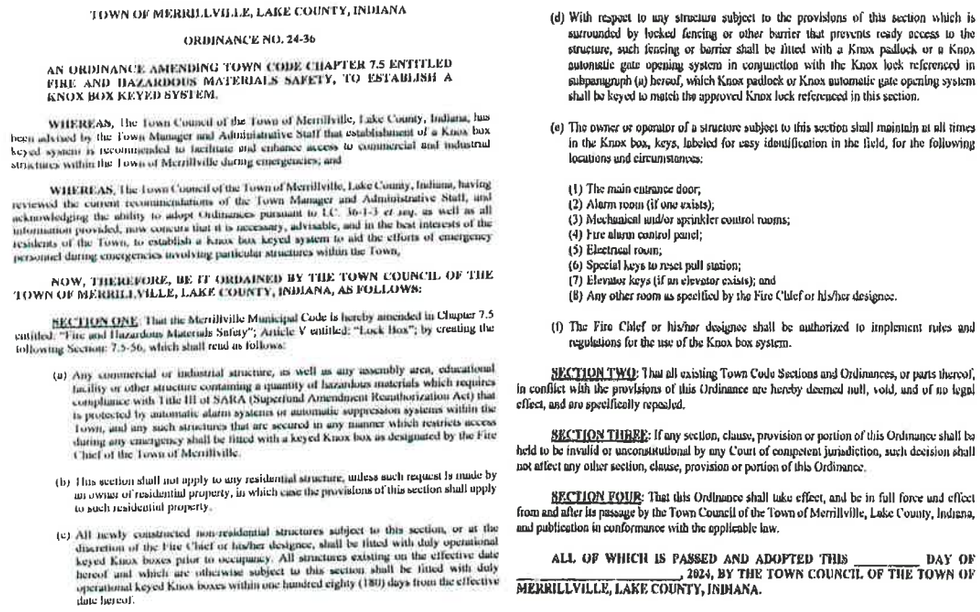


TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

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.

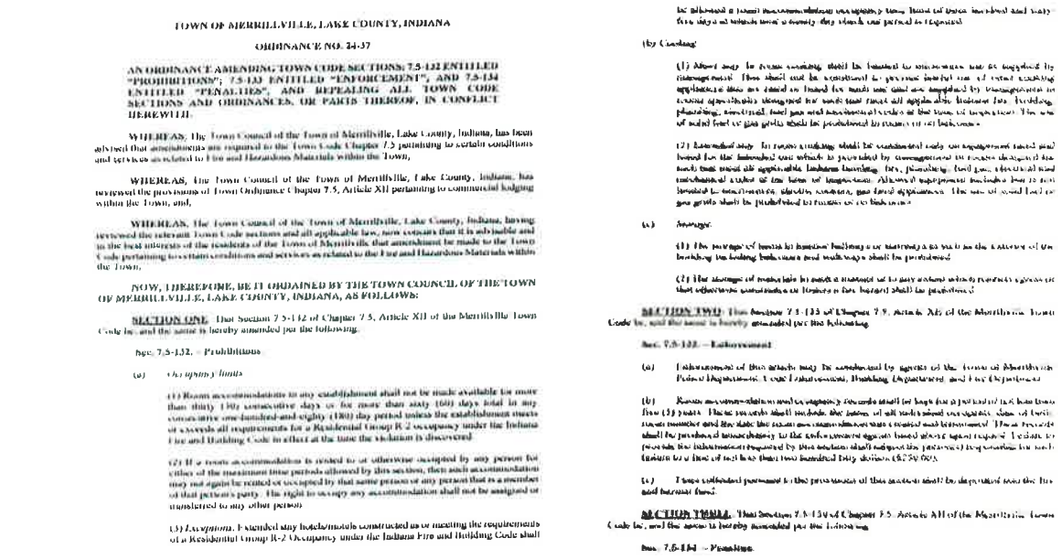
It was moved by Councilor Pettit and seconded by Councilor Neal to approve Ordinance 24-36.

Upon a question from President Bella regarding the explanation of a Knox Box, Fire Chief Yerga responded that a Knox Box System is a single key box installed at the entrance of most businesses and restaurants in the Town. The Fire Department holds a single key that is keyed specifically for all businesses in the Town of Merrillville. This key allows us to go into the building on alarm calls.

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.

6. Ordinance 24-37 (Discussion and Roll Call Vote)

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.



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 certain 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. His right to occupy any accommodation shall not be assigned or transferred to any other person.

(3) *Exemptions.* Extended stay hotels/motels constructed as 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 time limit of [illegible] and sixty-five days as setforth over a twenty-day block time period as requested.

(b) *Cooking.*

(1) Above-[illegible] In every building shall be limited to where use is supplied by [illegible]. Use shall not be restricted to [illegible] of rental cooking appliances that are stored in locked [illegible] and supplied by [illegible] in rooms specifically designed for such use that meet all applicable [illegible] for building, plumbing, electrical, fuel gas and mechanical codes at the time of inspection. The use of natural fuel or gas grills shall be prohibited in rooms or on balconies.

(2) Basement only. In rooms cooking shall be restricted only to equipment rated and listed for the intended use which is provided by management to rooms designed for such use that meet all applicable Indiana building, [illegible], fuel gas, electrical and mechanical codes at the time of inspection. Allowed equipment includes but is not limited to microwaves, electric cooktops, gas food appliances. The use of wood fuel or gas grills shall be prohibited in rooms or on balconies.

(c) *Storage.*

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

(2) The storage of materials in such a manner as to [illegible] egress or that otherwise constitutes a [illegible] 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) Records and exhibits. Each occupancy records shall be kept for a period of not less than five (5) years. These records shall include the name of all individuals occupying each of the rooms rented and the date the room was rented and returned. 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 person(s) responsible for such failure to a fine of not less than two hundred fifty dollars ($250.00).

(c) Taxes collected pursuant to the provisions of this section shall be deposited into the [illegible] 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 Pettit and seconded by Councilor Haynes-Edwards to approve Ordinance 24-37.

Councilor Pettit and Attorney Svetanoff explained the ordinance.

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.

It was moved by Councilor Pettit to instruct Town Attorney Svetanoff to host the hotel owners and provide them with copies of this ordinance.

President Bella recommended that the council instruct Attorney Svetanoff to host the hotel owners and requested that Councilor Pettit withdraw his motion.

Councilor Pettit withdrew his motion.

President Bella instructed Attorney Svetanoff to host the hotel owners and provide the information along with Town Manager Griffin, Police Chief Nuses, and Fire Chief Yerga in attendance.

7. **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.

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(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 the 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

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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 for 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 each 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 consent; (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 1934, 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

interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond called for partial redemption prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Town receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibilities as a Clearing Agency for the Bonds, or the Town elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the Town and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other Clearing Agency, as the holders of the Bonds may direct in accordance with this Ordinance and Resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the Town.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this Ordinance and Resolution.

During any time that the Bonds are held in book entry form on the books of a Clearing Agency, the President, the Clerk-Treasurer and/or the Registrar are authorized to execute and deliver a Letter of Representations agreement with the Clearing Agency, or a Blanket Issuer Letter of Representations, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth therein. The Registrar, by accepting the duties of Registrar under this Ordinance and Resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the Bonds are held in book entry form, the provisions of Section 5 of this Ordinance and Resolution shall control over conflicting provisions in any other section of this Ordinance and Resolution.

SECTION 7. Sale of Bonds. If a public sale is applicable, the Clerk-Treasurer shall cause to be published a notice of sale once each week for two consecutive weeks in accordance with Indiana Code Section 5-3-1-2. The date fixed for the sale shall not be earlier than fifteen (15) days after the first of such publications and not earlier than three (3) days after the second of such publications. Said bond sale notice shall state the time and place of sale, the purpose for which the Bonds are being issued, the total amount thereof, the amount and date of each

maturity, the maximum rate or rates of interest thereon, date of denomination, the time and place of payment, the terms and conditions upon which bids will be received and the sale made and such other information as is required by law or as the Clerk-Treasurer shall deem necessary.

All bids for the Bonds shall be sealed and shall be presented to the Clerk-Treasurer in accord with the terms set forth in the bond sale notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, which shall be the same for all Bonds maturing on the same date and the interest rate bid on any maturity of Bonds must be no less than the interest rate bid on any and all prior maturities and exceeding eight percent (8.00%) per annum, and each interest rate or rates shall be in multiples of one hundredth of one per cent. The Clerk-Treasurer shall award the Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the Bonds to their respective due and declaring themselves the purchasers bid of one or more bidders the amount of the discount, if any. No bid for less than ninety-eight percent (98%) of the par value of the Bonds, plus accrued interest, shall be considered. The Clerk-Treasurer may require that all bids be accompanied by a certified or cashier's check payable to the order of the Town, or a surety bond, in an amount not to exceed one percent (1.00%) of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be conducted from time to time thereafter for a period of thirty (30) days without readvertisement; provided, however, that if said sale is consummated, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Clerk-Treasurer shall have full right to reject any and all bids.

The Clerk-Treasurer is hereby authorized and directed to have the Bonds prepared, the President and the Clerk-Treasurer are hereby authorized and directed to execute the Bonds in substantially the form and the manner herein provided. The Clerk-Treasurer is hereby authorized and directed to deliver the Bonds to the purchaser thereupon, the Clerk-Treasurer shall be authorized to receive from the purchaser the purchase price on behalf of the Town and take the purchaser's receipt for the Bonds.

The Clerk-Treasurer shall report the proceedings related to the sale of the Bonds to the Town Council, the Township Board and the Territory Board.

As an alternative to the publication of a notice of sale, the Clerk-Treasurer may negotiate the bonds pursuant to Indiana Code Section 5-1-11-1(a).

The Clerk-Treasurer is hereby authorized and directed to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP and to furnish such opinion to the purchasers of the Bonds or to cause a copy of said legal opinion to be printed on each Bond. The cost of such opinions shall be paid out of the proceeds of the Bonds.

SECTION 8. Use of Bond Proceeds. The accrued interest and premium received at the time of delivery of the Bonds will be applied to payments on the Bonds on the earliest interest payment dates. The remaining proceeds received from the sale of the Bonds shall be deposited in the "Bond Proceeds Fund" (the "Project Fund"). The proceeds deposited in the Project Fund shall be expended only for the purpose of paying expenses incurred in connection with the

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Project together with the expenses incidental thereto and on account of the issuance of the Bonds. Any balance remaining in the Project Fund after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the issuance of the Bonds may be used to pay debt service on the Bonds or otherwise used as permitted by law.

SECTION 9. The Bond Payment Fund. There is hereby established a Bond Payment Fund within the Equipment Fund (the "Bond Payment Fund") into which the property tax collections received in the Equipment Fund and pledged to the payment of the Bonds will be deposited. Funds in the Bond Payment Fund shall be only used for the payment of principal and interest on the Bonds. The balance of the Bond Payment Fund remaining after the payment of principal and interest on the Bonds may be used for the payment of any refunding bonds or as provided by statute.

SECTION 10. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption have been given, and the whole amount of the principal and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this Ordinance and Resolution.

SECTION 11. Tax Matters. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Participating Units and the Territory represent, covenant, and agree that:

(a) The Participating Units and Territory will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder as applicable to the Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on Bond proceeds or other monies treated as Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(b) The Town will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(c) The Participating Units and Territory will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the Bonds.

Notwithstanding any other provision of this Ordinance and Resolution, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Town receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

The Bonds may qualify for the exception to Section 265 of the Code from the disallowance of 100% of the deduction by financial institutions of interest expense allocable to tax-exempt obligations if the Bonds are not private activity bonds within the meaning of Section 141 of the Code, then the Bonds are designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, the reasonably anticipated amount of qualified tax-exempt obligations (including qualified 501(c)(3) bonds but excluding other private activity bonds) which will be issued by or on behalf of the Town, all entities which issue obligations on behalf of the Town, and all subordinate entities during the current calendar year of issuance of the Bonds will not exceed $10,000,000, and the Town, all entities which issue obligations on behalf of the Town, and all subordinate entities have not designated more than $10,000,000 of qualified tax-exempt obligations during the year of issuance.

The Town hereby covenants that it will rebate any arbitrage profits to the United States to the extent required by the Code and the regulations promulgated thereunder.

SECTION 12. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding shall have the right from time to time, anything contained in this Ordinance and Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Participating Units of such Ordinance and Resolution or Ordinance and Resolutions supplemental hereto as shall be deemed necessary or desirable by the Town for the purpose of amending in any particular any of the terms or provisions contained in this Ordinance and Resolution, or in any supplemental ordinance and resolution; provided, however, that nothing herein contained shall permit or be construed as permitting without the consent of all affected owners of the Bonds:

(a) An extension of the maturity of the principal of or interest on any Bond without the consent of the holder of each Bond so affected; or

(b) A reduction in the principal amount of any Bond or the rate of interest thereon or a change in the statutory manner in which such amounts are payable, without the consent of the holder of each Bond so affected; or

(c) A preference or priority of any Bond over any other Bond, without the consent of the holders of all Bonds then outstanding; or

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(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance and resolution, without the consent of the holders of all Bonds then outstanding.

If the Participating Units shall desire to obtain any such consent, the Town shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the Bonds. The Registrar shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time, within one year after the date of the mailing of such notice, the Town shall receive any instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental ordinance and resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Town may adopt such supplemental ordinance and resolution in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owners shall have consented thereto.

No owners of any Bond shall have any right to object to the adoption of such resolution or to object to any of the terms and provisions contained therein or in, operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Participating Units or their respective officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance and resolution pursuant to the provisions of this section, this Ordinance and Resolution shall be, and shall be deemed modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance and Resolution of the Participating Units and all owners of Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this Ordinance and Resolution, subject in all respects to such modifications and amendments.

Notwithstanding, anything contained in the foregoing provisions of this Ordinance and Resolution, the rights, duties and obligations of the Participating Units and of the owners of the Bonds, and the terms and provisions of the Bonds and this Ordinance and Resolution, or any supplemental resolutions, may be modified or amended in any respect with the consent of the Participating Units and the consent of the owners of all the Bonds then outstanding.

Without notice to or consent of the owners of the Bonds, the Participating Units may, from time to time and at any time, adopt such ordinances and resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental ordinances and resolutions shall thereafter form a part hereof).

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Resolution, shall be, a legal holiday or a day on which banking institutions in the Town in the particular city 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 16. Effective Date. 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 requiring 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.

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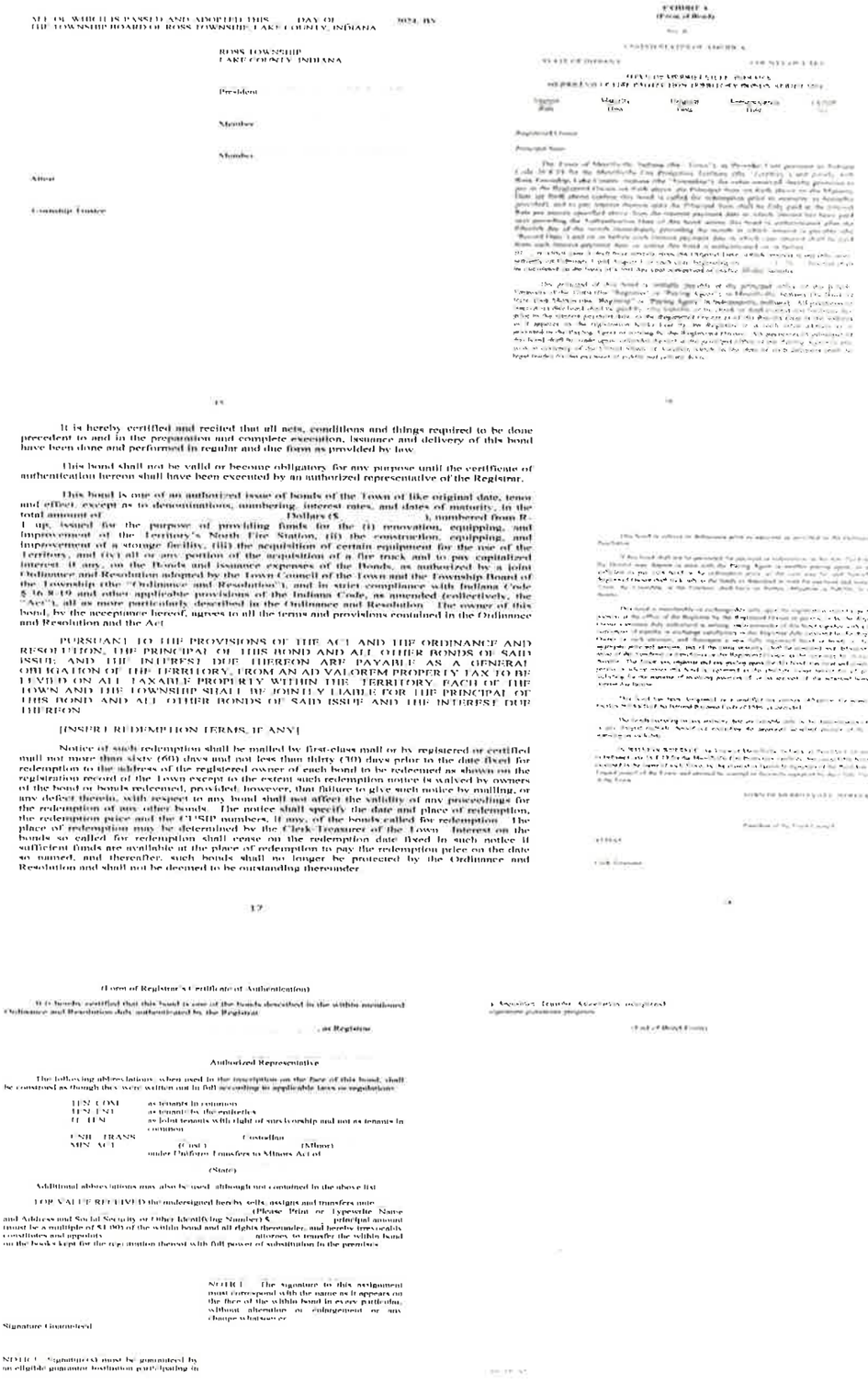

Fire Chief Yerga explained Ordinance 24-38.

Upon a question from President Bella regarding how the items listed in this Ordinance 24-38 will be paid for, Financial Advisor Hudson responded that the Cumulative Capital Development Fund (CCD)of the Fire Department can be used.

It was moved by Councilor Neal and seconded by Councilor Haynes-Edwards to approve Ordinance 24-38.

Clerk-Treasurer Eric January stated that the Town must be careful not to over-leverage itself because we do not know what is going to happen with this economy.

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.

Upon a question from President Bella regarding the need to suspend the rules and read any of these approved ordinances on a second reading, Attorney Svetanoff responded there isn't any need to read on a second reading at this meeting.

Second Reading: ***NONE***

B. Resolutions: ***NONE***

C. BZA & LARGE GATHERING ACTIONS

Petitioner: Rickey Carr
Owner: Chicago Capital LLC
Request: Special Exception Approval
Purpose: To Allow A Boxing Gym
Location: 5486 Broadway
Zoning: C-2, Community Commercial Zoning District

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

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

The Petitioner explained the Boxing Gym.

Upon a question from Councilor Pettit regarding remonstrations and cameras, Director Shine responded that there were no remonstrations at the Board of Zoning Appeals meeting and cameras are installed at the plaza.

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, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The ABZA Action was approved.

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

Petitioner: Andrew Tylka
Owner: Tbob Commercial
Request: Special Exception Approval
Purpose: To Allow A Repair Shop
Location: 401 West 82nd Place
Zoning: C-2, Community Commercial Zoning District

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

The Petitioner explained the Repair Shop.

It was moved by Councilor Neal and seconded by Councilor Haynes-Edwards to approve the ABZA Action.

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, and Rick Bella voted in the affirmative. There were no negatives. The motion passed. The ABZA Action was approved.

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

OLD BUSINESS
NONE

NEW BUSINESS
NONE

PUBLIC COMMENT

1. Ross Township Trustee Eric Blackmon Merrillville, Indiana voiced his concerns regarding the Easement Property located at 18 West 73rd Avenue.

2. Maceo Rainey Merrillville, Indiana voiced his concern regarding trash, voting records of the council, and homeownership in the Town.

3. Sabina Merrillville, Indiana voiced her concerns regarding the homeless, hotels, and homeless encampments in the Town of Merrillville.

4. Christine Chia Merrillville, Indiana voiced her concern regarding buses, and encampments, and thanked the council for the work that was completed on 61st Avenue.

5. Bryon Messer Merrillville, Indiana voiced his concerns regarding the data centers, first reading ordinance about zone changes, homelessness, and illegal migrants.

6. Steven Soloman Merrillville, Indiana voiced his concerns regarding undocumented immigrants and an answer to whether Lake County is a sanctuary county.

7. Clerk-Treasurer Eric January Merrillville Indiana voiced his concern regarding the advertising for a special exception approval.

ANNOUNCEMENTS

The Town Council President announced the following:

- Town Council Meeting Tuesday, September 24th at 6:30 p.m.
- Redevelopment Commission Meeting September 24th at 6:15 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 8:04 p.m.

Rick Bella, Town Council President

Eric O. January, Clerk-Treasurer

Respectfully Submitted By Angela Lewis