

The Michigan City Park and Recreation Board met in regular session on Thursday, May 21, 2009 at the hour of 5:00 P.M. in the Michigan City Parks and Recreation Office, City of Michigan City, Indiana.

The Pledge of Allegiance was recited.

On the call of the roll, the following Board Members were found to be present or absent:

Present: Messrs. Latchford, Freese, Milcarek and Mr. Dabney (4)

Absent: None (0)

Also present were: Jan Orlich, Superintendent; Patrick Donoghue, Park Board Attorney; Joe Doyle, City Council Liaison; Shannon Eason, Director of Administrative Services and Special Projects; Bill Greene, School Board Liaison; Jeremy Kienitz, Recreation Director; Johnny Martinez, Zoo Director; Jonita Davis, Author; Gerry Fedorchak, Jr., G.M. Fedorchak; and Andre Steele, ALCO.

- **On a motion** made by Mr. Dabney, seconded by Mr. Freese and voted unanimously by the Board, the Board approved the minutes of the May 7, 2009 Park Board meeting.

Park Superintendent Jan Orlich presented add-ons for the splash pad construction. The first addition is a dosing pump with a 2” discharge that is installed in the settling basin. The charge for that is \$3,380 from Woodruff & Sons, Inc. Ms. Orlich stated a couple of board meetings ago she had mentioned the dewatering of the site due to the extensive rains we incurred April 22nd through the 24th, 2009 but she didn’t give you that charge and it came to \$4,227.00 from Woodruff & Sons, Inc. Ms. Orlich stated in speaking with NIPSCO we do have power that we will be taking, single phase, from Lake Shore Drive and they will take their conduit to the splash pad location but we had to rely on Woodruff & Sons, Inc. to run the 3” electrical and gas conduits and the quote for that is \$2,225.00. Ms. Orlich reported the rest of the add-ons are all electrical add ons. The first is for the electrical panel location; the add-on for that is \$1,080.21 from Continental Electric and the reason for that charge is the electric panel will not be back to back with the electric meter due to the fact that she does not have a 3’ area or space, which is required by code, so the electric meter will be moved a little bit further in the concession area. It was currently located in the mechanical room but with the caustic materials she asked to have that moved into the concession area so there wouldn’t be any damage or future corrosion of that panel. Ms. Orlich reported the next add-on is in the amount of \$841.45 from

Continental Electric for the speaker conduit that will be run in the light poles for light, our security camera and any evening operations. Ms. Orlich reported the next add-on with Continental Electric would be for \$1,855.83 and that is for the storm water pump. Ms. Orlich stated she needs electric service to operate the sump pump in the sediment tank and that will be wired in the mechanical room. The reason for that is we need to drain off a portion of the water to get it down so the sanitary water doesn't invade the recirculation tank in any way; so that will be a daily operation. Ms. Orlich reported there is a charge for electric to operate the lift station in the amount of \$467.10 with Continental Electric. Ms. Orlich stated she reported at the last Board meeting on Weaver Boos, the consultants she relied on for the foundation check and concrete check and that is in the amount of \$640.00.

Mr. Latchford asked Ms. Orlich if those are all in contractual form and if she is asking for approval.

Ms. Orlich answered yes.

- **On a motion** made by Mr. Freese, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved the additions to existing contracts to Woodruff & Sons, Inc. in the amount of \$3,380.00, \$4,227.00 and \$2,225.00 and to Continental Electric, Inc. in the amount of \$1,080.21, \$841.45, \$1,855.83 and \$467.10 and approved an invoice in the amount of \$640.00 to Weaver Boos Consultants, LLC.

Ms. Orlich reported she put copies in the Board's mailboxes of a letter from Tom Moss of Beachwalk; he is requesting to build a 40' x 60' platform for events, weddings and things of that nature. Ms. Orlich asked the Board to review that and she will invite Mr. Moss to the next Board meeting to answer any questions you have formulated in regard to construction or the use of that platform.

Mr. Donoghue stated there is an agreement in existence between Beachwalk and the Park Department for the existing beachwalk and he asked Ms. Orlich if she is aware of that.

Ms. Orlich responded yes.

Mr. Donoghue asked Ms. Orlich to look at that and get familiar with that relationship it could be similar to what is being discussed here.

Ms. Orlich stated she discussed that with Mrs. Eason.

Mr. Latchford asked if this is going to be popular to use we are going to have to come up with a system to where the general public can use it as well; in addition to the Beachwalk events.

Ms. Orlich stated she thinks Mr. Moss is ok with that; she thinks his exclusivity is in regard to weddings and events that go through him for Beachwalk.

Mr. Latchford stated we will work through the issues but maybe that is something that can be discussed prior to the meeting.

Ms. Orlich stated she will invite Mr. Moss to the next meeting.

Ms. Orlich stated at the last Board meeting we discussed the creation of the Park and Recreation and Zoo book by Jonita Davis. Ms. Davis is a member of the Port Authority Board. Ms. Orlich gave the Board copies of her book and a couple of weeks to peruse that information. Ms. Orlich introduced Ms. Davis to answer questions from the Board.

Ms. Davis asked the Board if they had any questions.

Mr. Milcarek responded he thoroughly enjoyed Ms. Davis' book about the Marina; there were many things in there that he, fortunately or unfortunately, remembered. Mr. Milcarek told Ms. Davis she did a very nice job.

Ms. Davis stated she hopes to do the same job for the park and zoo because you have such a rich history and she thinks it needs to be compiled in the proper manner. Ms. Davis stated this is something she can do in conjunction with the park to make sure that she gets the information that the public needs to know. Ms. Davis stated there are too many people in Michigan City who have lived here all of their lives and don't know the history and she thinks that is something we need to remedy.

Mr. Latchford stated that would be fantastic; to be the benefactors of your work, and if it comes out as well as the Port Authority's, we will be richly rewarded; it was a beautiful book.

Mr. Milcarek stated local history gets lost completely and two examples he tells people about are Beacon Hill in LaPorte and by Purdue North Central on Highway 421 used to have beacon lights in the 1940's and that is how they flew airplanes, from beacon to beacon. Mr. Milcarek stated if you mention that to somebody they will say they never heard of that and those are little known facts that just get lost so Mr. Milcarek thinks what Ms. Davis is doing is great.

Ms. Davis stated compiling a book is a way to keep this forever. Ms. Davis stated her process will be getting together a book proposal and she has already talked to the editor of the Michigan City Marina book. She will put together a proposal with a summary of our history and some information about the area and then Ms. Davis will work with her to get a schedule for publishing. After that is research.

Ms. Orlich stated the park staff will help her as much as we can.

Ms. Davis stated she gets royalties from the sale of the book and that is the only thing she gets. Ms. Davis stated she is a writer and she loves to write and to look back at history and she discovered that doing the marina book. Ms. Davis stated she initially wrote fiction but she loved going back into the history so much and she realized the park has a similar situation and history and to go back and compile that and putting it together in a book is rewarding enough. Ms.

Davis stated she will receive royalties but she would not charge the Park Department for anything. Ms. Davis stated if she needs assistance paying for pictures and paying for licensing she will apply for grants; that's how she will go about that so it won't cost the Park Department anything.

Ms. Orlich stated Mrs. Eason brought in some photo albums and she is sure Ms. Davis will want to incorporate some of those into the book; there were pictures from way back.

Zoo Director Johnny Martinez stated he has a lot of information and historical documentation at the zoo and he told Ms. Davis she is always welcome to come over and possibly work with Assistant Director Jamie Huss who is the zoo historian and keeps all of that information.

Ms. Davis stated she plans on making the Board room her home for the next year and half or so.

Mr. Freese reported the Zoo 5K run will be held on July 11, 2009 and they are hosting another trivia contest on July 24, 2009.

Park Board Attorney Pat Donoghue reported the golf course beer and wine permit applications have been received in Indianapolis. Mr. Donoghue has made initial contact with our representative down there regarding expediting the process. Mr. Donoghue stated he hopes they will recognize in Indianapolis the fact that municipal governments are in dire need of extra revenue streams and that we will be able to get this approved very, very quickly. Mr. Donoghue stated along those lines, on June 3, 2009, Jason Richardson and his two assistants, Jason of course being the manager at the golf course for the alcoholic beverage service and two assistants who will be servers, they will be taking the training we reported to you about concerning their ability to act as server and his knowledge he needs to be the manager of the golf course beverage service there. Mr. Donoghue stated he has spent a lot of time with the splash park matters and that will come up later on, on the agenda.

Mrs. Eason stated regarding the Adams Park project, Mr. Doyle has agreed to schedule a workshop with the Park Department and the City Council. Mrs. Eason thanked Mr. Doyle for volunteering to do that and asked him to schedule that sooner than later. Mrs. Eason stated regarding Patriot Park, we held a stakeholder meeting with the Soccer Club to discuss the new soccer building and parking lots. The meeting was held on May 14, 2009 at Haas & Associates. Mrs. Eason stated she and Ms. Orlich attended along with four or five members of the Soccer Club; we got their input and they are excited about the project and we are moving that forward.

Mrs. Eason stated regarding our beach management techniques that we are putting into effect this beach season, the first two parts of a six part series have been printed in the News Dispatch. The first was printed on May 11, 2009 titled "Several kinds of pollutants affect Lake Michigan" and part two was in the paper May 18, 2009 and was titled "Beach clean up events highly successful" and those were put in the Board's mailboxes. Mrs. Eason stated the Board can expect four more parts to the series on the next four consecutive Mondays.

Mr. Latchford asked Ms. Orlich how the LaPorte County Impact Program is working.

Ms. Orlich reported we actually hired two of them as seasonal employees; one gentleman is working in our Maintenance Department and he is working out quite well and the other is a woman and she is working in the flower department and we have two others that are working their activity hours with us. Ms. Orlich stated it worked out great and they are happy to have a position.

Zoo Director Johnny Martinez stated prior to his arrival here there had been an agreement with the Zoological Society which is the zoo support group who raises funds for the zoo to offset some of the operational costs that we have; they pay for animal transportation, they pay animal purchases and they also pay all of the veterinary bills and they acquire some of these funds through memberships sales. Mr. Martinez stated we have created kind of a problem now and with the popularity of the zoo we are starting to get a larger attendance factor and with that larger attendance factor it means they are selling more memberships for admittance to the zoo and also we are receiving revenue through the admission window. Mr. Martinez stated unfortunately we are almost in direct competition with them now and this is becoming a problem. Mr. Martinez stated one of the reasons is that they sell a membership at the window and the proceeds go to the Zoological Society so that means we don't receive the cash flow revenue from the instant that membership is purchased. Mr. Martinez stated this causes a cash flow problem at the zoo; in fact we are competing with the budget we have to offset and then also due to the way the economy is now, we need to generate revenue so we are putting on special events and coming up with ideas and at the same time monies at the admission window are going right out to the Society. Mr. Martinez stated the Society is a great support group and he hopes he doesn't ruffle too many feathers with this but we need to be realistic; we need to generate funds for the zoo so one of the things Mr. Martinez is proposing in working with the Society is that any memberships that we sell at the admission window, those funds should go to the zoo as part of our cash flow revenue. Mr. Martinez stated any memberships they sell with marketing like setting up at Marquette Mall; those funds should go one hundred percent to them. Mr. Martinez stated everything at the admission window should come to the zoo and one of the other reason he says that is because it is the zoo employees that are selling the memberships, filling out the forms, accepting the cash, putting the cash in an envelope for the Society to take, and issuing the card. So, they are getting one hundred percent free labor from us and also getting the revenues that are generated. Mr. Martinez stated instead, as a cost savings to the zoo, we should receive that revenue if we are doing the work for it. Mr. Martinez stated we need to offset our budget; as everybody knows the economy being what it is and with prices increasing it has gotten to the point, because of the popularity of the zoo, we are competing with each other. Mr. Martinez is also proposing a meeting with Mr. Freese, as the Board's representative to the Zoo Society, himself, Mike Dempsey and Ms. Orlich to renegotiate the Society's role with the zoo and see what we can do. Mr. Martinez stated he did talk to Mr. Dempsey and Mr. Martinez was hoping he would be here tonight because he came up with a counter proposal where we would receive half of the membership money at the window, but again, he is not here so Mr. Martinez is proposing that we get one hundred percent; if we are doing the work, we should get the fruits of our labor.

Ms. Orlich asked how many memberships have been sold to date.

Mr. Martinez stated he was told 115 memberships, at \$60 a piece, or a total up to \$6,900.00 of lost revenue.

Ms. Orlich asked if those were sold at our window.

Mr. Martinez stated yes and that is because they were asked to promote the selling of memberships so that is money that is going into the Society's coffers which eventually returns to the zoo but Mr. Martinez stated he really doesn't need it returned to the zoo in that fashion; he'd rather have it to offset the operational costs that are rising because of material costs, shipping costs, and other costs.

Mr. Dabney stated he can hear the passion in Mr. Martinez's voice talking about this. Mr. Dabney asked how we get to selling these passes at the window.

Mr. Martinez stated he has a comparison of what we sold last year and this was just a reciprocal type of relationship. Mr. Martinez stated previously what they would do is accept the application for the membership and receive the monies and that was sent to the Society who would issue the membership card; that is how it used to be. This year they want everything done at the window so they immediately get free admission into the zoo by buying the membership. Mr. Martinez stated in 2008 they sold 196 memberships at the window and this year from April 1, 2009 to date they have sold 115 and that is with zoo staff promoting the sale of the memberships.

Mr. Latchford asked if there is a written agreement now and do we need to alter that agreement.

Mr. Martinez answered not that he knows of; he knows there was a verbal agreement between the previous Park Superintendent and Nancy Philippi who was the Zoological Society's President at that time; she and Linda Lane sat down and discussed who was going to be responsible for what and that was at the same time they were doing the feasibility study. Mr. Martinez stated he came in after that so he wasn't privileged to that information; we just have worked on an honor system type of arrangement.

Mr. Latchford stated we worked on an agreement; there is a formal agreement but Mr. Latchford doesn't know if it addresses that.

Mr. Donoghue stated he did a lot of work on that agreement; a lot of hours spent. Mr. Donoghue stated he felt the agreement was taken very fairly along both sides of the relationship but there were parts of it that he thinks were not acceptable to the Zoo Society at the time and there were some parts that the Board wasn't real comfortable with; it was as Mr. Martinez is saying, it was kind of put together with the Superintendent who he believes was Mr. Garbacik at the time and Nancy Philippi and himself. Mr. Donoghue stated the agreement was never signed. Mr. Donoghue stated he is sure he could dig out what we thought it should be, but it was not approved by either the Park Board or the Zoo Society so that is where it stood. Mr. Donoghue stated as far as what the relationship is, it is just an understanding, kind of a customary thing that has gone on for years and that is where it stands right now.

Mr. Martinez stated exactly and now it has just developed to the point, with the economy, that there is a situation where we need to generate revenue at the zoo to exist.

Ms. Orlich asked Mr. Martinez if the zoo run, Zooltide and Boo-at-the-Zoo are all sponsored by the Society.

Mr. Martinez stated the zoo run is put on by Johnny Stimley who gives the proceeds to the Zoo Society. Mr. Martinez stated they only assist with that event by housing the refreshments in our coolers and taking them over to them; that is all we do for that. Mr. Martinez stated for Zoo Boo and Zooltide, and he was going to bring this to the Board later on, we do all of the physical work of setting up the displays and all of the entertainment sections, all the caricature set ups and all of that and then we allow people into the zoo and Zoo Society gets all of the revenues from that, all the revenues from the admissions windows plus the memberships that they sell at that point and time and any fundraising they may do. Mr. Martinez stated the zoo gets nothing but the physical labor in allowing them to use the facilities. That is the same for Zooltide. Mr. Martinez stated we put all of the luminaries with the assistance of Park Maintenance and the Society, again, gets all of the admission and all of the revenues generated there except for the photos where the keepers take pictures of people with Santa and with the animals; that is the only revenue we get and that goes specifically to a keeper fund that they use enrichment items for the animals. Mr. Martinez stated for those two events, the proceeds go 100% to the Zoo Society and the zoo does 100% of the labor.

Ms. Orlich asked how much labor is involved in that, a day, a couple of days or a week.

Mr. Martinez stated months, we start months in advance because of the labor. Mr. Martinez stated as we are, we are a limited crew, so we have to take time from our regular duties to try to assign a work day afternoon where we can get together and put up some of these luminaries and that means whether there is snow coming down or not, we have to decorate, put lights in trees, we have to set up the luminaries, we have to run all of the extension cords and wiring throughout the zoo.

Ms. Orlich asked if that involves the zoo staff plus park maintenance staff.

Mr. Martinez stated yes, they come out and assist us with the heavy items and then the zoo staff does about 79% of the work, whenever it is allowable, whenever we can do it because they have their own day time work and with no overtime we have to find time in the daytime to do it. Mr. Martinez stated they try to meet at 2 p.m. so we have at least two hours to do the work and we try to do that on Tuesdays and Thursdays so we can all get together and perform because that is the only way we can get it done. Mr. Martinez stated, as he made mention, the Society has one marketing representative and every once in awhile she will come out and try to assist us but they have no labor force and they have no volunteer force. Mr. Martinez stated they do come out for the event and they put up a booth or actively pursue sponsors for Boo-at-the-Zoo to hand out candy and they set up a couple of displays but basically the physical work is done by the zoo staff and park maintenance staff and they receive the revenues.

Mr. Dabney asked if there are written agreements that say they get all of that revenue because if not he thinks we need to revisit everything and stop with the sale of memberships at the door until we work something out.

Mr. Latchford stated he would agree, maybe we should meet between now and the next meeting and hammer all of this out, not only the sales at the window but maybe all of the sales and season passes in addition to the other items Mr. Martinez just mentioned, and re-evaluate the whole picture.

Mr. Martinez stated they also generate revenues from other options; they have the adopt the animal program with all of the proceeds going to them; they have the membership program that is going to them. They don't do too much that is new; they capitalize on the same events since Mr. Martinez has been here; but they actively pursue other outside interests. Mr. Martinez stated we do have a major black tie fundraiser at Blue Chip Casino that generates quite a bit of revenue. Mr. Martinez stated unfortunately some of the revenues that are generated at the zoo handle their own operational cost and that also pays the wage for their only marketing person so this is why Mr. Martinez feels we are in competition.

Mr. Latchford asked Mr. Martinez to keep track of the passes from this day forward that are sold at the window and let the Zoo Society know that we are re-evaluating this. Mr. Latchford asked Mr. Freese to get together with Mr. Martinez and Mr. Dempsey and Ms. Orlich.

Mr. Martinez stated he has already put a cease and desist at the window because too much money was going out of the window. Mr. Martinez stated \$7,000 is a big chunk of change.

Mr. Latchford stated let's maybe still sell them there but know there is a potential that could all come back to the zoo. Mr. Latchford told Mr. Martinez he agrees with him; there should be some equity in the work and the revenue and who's responsible for the operation. Mr. Latchford stated on the same hand, we should work closely with Zoo Society. Mr. Latchford stated with the Zoobilee, which is held at Blue Chip Casino, they are heavily involved in it and rightfully they should receive the revenue from that and the other events that Mr. Martinez just mentioned where we put most of the effort in then there has to be an equitable solution.

Mr. Martinez asked if he should contact Mr. Freese or Mr. Latchford.

Mr. Latchford stated Mr. Martinez can work with both.

Mr. Martinez stated he will talk with Mike Dempsey who is the President of the Society this year; the previous individual, Jeff Smith, resigned because of the some issues at work so Mr. Dempsey is acting President until the election comes in.

Ms. Orlich reminded Mr. Martinez that Mr. Dempsey had contacted her and requested a meeting with her and she will email that to Mr. Martinez and ask him to attend that meeting.

Mr. Martinez stated the Zoo Society is a good group and with the economy the way it is we need to look at these things.

Mr. Donoghue reported he has an encroachment report on several property owners, some of these we have discussed in prior meetings. Mr. Donoghue stated with regard to Mr. Ross he has sent him his letter and the Board received a copy of those. Mr. Donoghue stated we are looking for action from him by May 26, 2009 and he will have an answer for that at the next meeting, as to where we go from there, but if we don't get cooperation, the Board has authorized the collection process which we will undertake and we will report to you on that. Mr. Donoghue stated the Terpstra lease is in the hands of Terpstra's attorney and Mr. Donoghue doesn't expect there to be a lot of discussion; we have already taken a lot of his ideas regarding the lease so we will hopefully have that ready for you to sign at the next meeting. Mr. Donoghue stated he did report at the last meeting on Mr. Kjos and in the mean time we have had a report from Attorney Ralph Howes. This is the person who had the demolition concrete; he had some things on our property and he had removed them some time ago but there was a concrete pad apparently that had not been removed and that is being done right now and they had a demolition permit issued for that and Mr. Donoghue will keep an eye on that and report back to the Board at the next meeting. Mr. Donoghue stated Mr. Henry Bindas was in to see him and we discussed him at the last meeting and he has received a notice of his payment which he requested and the Board approved but he is advising there may be a possibility of him collecting funds in order to make a lump sum payment. The Board may recall it is about \$7,000 at this point and we could possibly receive that next week. Mr. Donoghue stated it looks like we will have some things happening between now and the next meeting. Mr. Donoghue mentioned on the firewall property for Mr. Power and Mr. Patino, Baker & Daniels are handling that and Mr. Donoghue stated we need to have a conference with Mr. Latchford prior to the next meeting.

Mr. Freese asked Mr. Donoghue if Mr. Bindas stated he may pay the whole amount.

Mr. Donoghue stated he was in this week and he spoke to Mr. Donoghue and stated he had some things coming up; he is a builder and a contractor, and he might be able to do that and he will let us know next week.

Mr. Freese asked if he cannot pay next week if he would abide by the payment plan.

Mr. Donoghue stated yes, Mr. Bindas thought the payment plan would work out fine.

Mrs. Eason reported to the Board that all of the 2009/2010 encroachment invoices went out last week. There were several seriously past due accounts that were sent ten day notices stating if they don't bring your account up to date we will pursue collections. Mrs. Eason stated the Board received copies of those letters.

Mrs. Eason stated Mr. Henry George is here tonight regarding the Juneteenth Celebration event. Mrs. Eason stated she met with Mr. George and worked out the amenities that he is going to need to hold this first year event at Pullman Park. Mrs. Eason stated we worked out the fee schedule and the amount was \$470.00 and because this event is coming up very quickly and is a first year

event Mr. George has had some trouble getting sponsors to offset some of these costs. Mr. George is asking the Board to waive some or all of the fees to try to get this off the ground and turn it into an annual event for the City.

Mr. Milcarek asked what our normal policy is; do we offer a 50% discount or something like that.

Mrs. Eason answered stated the Board doesn't actually have a policy that would cover this event.

Mr. Latchford stated the only time he remembers this coming up before, if he remembers correctly, was when Bernie Scott came in with the Smooth Jazz Festival; it was a first time event and he didn't know how it was going to go and he asked for a waiver and we granted it for the first year and the reason we did so was because the people involved and we said it would be a onetime waiver and if he held the event in subsequent years he would subject the total fees. Mr. Latchford stated what Mr. George is trying to promote is wonderful for the community and he would recommend we would do that same sort of agreement with this event as we did with Smooth Jazz Festival.

Mrs. Eason commented there are very limited costs to our department on this event; we are talking about 30 picnic tables, some trash barrels and the use of a water spigot; nothing labor intensive and not a big cost to us.

Mr. Freese stated he remembers waiving fees for the Smooth Jazz Festival.

Mrs. Eason stated she believes the Board granted a fee waiver for the March of Dimes for their first year.

Mr. Milcarek stated he has no objections as long as it is understood that this will be a onetime deal and if it comes up again we will have to review.

Mr. George stated it is a serious situation when you consider they are a non-profit organization and the fact that we are limited in our donations and contributions.

Mr. Milcarek stated he understands that and he is in favor of granting this the first year but, where we are between a rock and a hard place is, there are many, many organizations that have the same absolute set up and it opens the door. Mr. Milcarek stated as a one-time thing he would not have a problem with it knowing if it comes up again we will have to look at it.

Mr. Latchford stated all of the other terms of the lease would still apply with the insurance, etc.

Mr. George stated that is all being taken care of.

- **On a motion** made by Mr. Freese, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved the attached 2009 Juneteenth Celebration Major Event Lease Agreement and agreed to waive all of the fees for the first year only.

Recreation Director Jeremy Kienitz reported regarding the 2009 Triathlon and stated previously the Board had approved a contract between the Park and Recreation Department and the LaPorte County Convention and Visitors Bureau. Mr. Kienitz stated since then we have thrown out the contract with the race director and the three party contract. Mr. Kienitz reported our contract now needs to be revised with the LaPorte County Convention and Visitor's Bureau. Mr. Kienitz asked the Board to terminate the existing contract and approve the new contract. Mr. Kienitz pointed out the contract is the same with the exception of three things. Mr. Kienitz stated under LaPorte County CVB deliverables, half of the race director's fee was taken out; on our deliverables, half of the race director's free was taken out and then it was added under number 4, supervision of events, the race director of the event shall be Jeremy Kienitz, Michigan City Parks and Recreation Department's Recreation Director who shall serve without additional compensation. Mr. Kienitz stated those are the three changes to the contract and told the Board he would be happy to answer any questions the Board may have.

Mr. Freese asked if changes were under items 2, 3 and 4.

Mr. Kienitz answered that is correct, under items 2, 3 and 4 there are changes and there were deletions on numbers 2 and 3 that aren't on the new contract.

Mr. Donoghue commented he reviewed this with Mr. Kienitz and it is exactly as he said; there were removals that were related to the former race director and the former contract with the race director, and that former contract has been terminated by this Board at Mr. Kienitz's request. Mr. Donoghue stated this agreement then, is a two party agreement between yourselves and the LaPorte County Tourism Board and it also provides their agreement for Mr. Kienitz to be the supervisor of the event, the race director, at no addition compensation.

- **On a motion** made by Mr. Dabney, seconded by Mr. Milcarek and voted unanimously by the Board, the Board agreed to terminate the entire agreement for the 2009 Triathlon between the Michigan City Park Department and the LaPorte County Convention and Visitor's Bureau and approved the attached new contract between the Michigan City Park Department and the LaPorte County Convention and Visitor's Bureau.

Mrs. Eason reported on the design and engineering services contract for the Patriot Park Soccer Building and Parking Lot Project and stated on that project the Park Board accepted an RFQ submitted by Haas & Associates on March 19, 2009. Mrs. Eason stated at your last meeting on May 7, 2009 you accepted the proposal they submitted for that project and authorized Mr. Donoghue to draft a contract and that contract is before the Board for approval tonight.

- **On a motion** made by Mr. Freese, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved the attached contract for design and engineering services with Haas & Associates for the Patriot Park Soccer Building and Parking Lot project.

Mr. Latchford thanked Mrs. Eason for meeting with the soccer group and asked if we plan to meet with them again or if the one meeting was enough.

Mrs. Eason stated she believes we received all of the input we will need. Mrs. Eason stated we've exchanged email addresses and will keep them informed of the design process. Mrs. Eason stated if they request another meeting we will certainly meet with them but she doesn't feel it is a very complex project; we pretty much went over everything we could think of inside and outside, shelters, storage, etc.

Mr. Latchford stated as we go forward with this and the funding with the City Council, how does that \$60,000 they contributed work into it. Mr. Latchford stated obviously whatever the City Council gives us will be in addition to that but with the design phase, will we have to meet with the City Council at some point to get a feel for how much they want to spend or will Haas & Associates just have so many different alternates.

Mrs. Eason stated we have approached this project with many alternates; a masonry style building versus a pole barn or shelters versus a covered concession area.

Mr. Latchford asked if it makes sense to meet with the Council first to get some idea of funding and that way we can limit the scope of the project versus having all of these amenities to few amenities; is that possible.

Mr. Doyle stated right we are pretty close to the 45% of Riverboat money, from the meeting last night we are right at the edge. Mr. Doyle suggested we have a workshop with the committee and park staff to go over this project, look at what you've got and what we could do if we have the money to do. Mr. Doyle stated at the same time we can review Adams Park.

Mrs. Eason stated she agrees and mentioned Haas & Associates had done quite a bit of the design work prior to this project as part of the original park design so the parking lots are pretty much already done; we are just splitting them up as alternates. Mrs. Eason stated we are not starting from scratch so there will not be a lot of wasted design work; but there will be some if we don't limit the scope.

Mr. Latchford stated Mr. Doyle mentioned being close to 45% and he stated he assumes that does not include the funding for Adams Park and asked Mr. Doyle if Adams Park will not go in until 2010.

Mr. Doyle stated that is something we will have to move out because right now we definitely want to have the work shop to cover Adams as well as Patriot to see what we can do because we know Adams would be much more costly if we put the fields over there instead of out at Patriot Park. Mr. Doyle stated he thinks we can lay the groundwork for what we can or can't do and start looking at 2010. Mr. Doyle stated unless something happens, unless someone can print some money, we are getting really tight and the Council needs to know where we are at and this way we can at least discuss what can be done.

Mr. Latchford stated maybe we could have some preliminary drawings prior to the workshop of Patriot Park.

Mrs. Eason responded sure.

Mr. Latchford stated then we would have an idea of what Adams is going to cost and what Patriot is going to cost.

Mr. Doyle stated then we can start laying some of the groundwork and what the priorities are so that way we can put plans together ahead of time without waiting until the last meeting. Mr. Doyle stated he did talk about a workshop, especially on Adams, and with all of the meetings they have been having it is getting a little tough trying to schedule it.

Mr. Latchford stated the work the City Council has been doing with the committees and sub-committees is time consuming but is something worth doing and if we can benefit from it, it will be fantastic; especially the independent review.

Mr. Doyle stated there has been a lot of input from the committees other than the Council because they are working with open minds and saying what can we do especially when we are consolidating costs of various departments; whether it is the school system or whoever, we are all part of the City and what can be done to keep the cost down and continue to improve various facilities.

Mr. Freese stated he read through the Park Department 1st Quarter 2009 report and it is well organized and there is a lot of information in it between the first and last page. Mr. Freese congratulated the staff who put this together; it is quite interesting.

Mr. Latchford stated while reading through the report, besides all of your content, you can see where people are contributing volunteer hours to get things done in the Park Department and that is mentioned several places, a few gentlemen donated 55 hours of their time helping to remodel the Pro Shop. Mr. Latchford stated in the financial section where invariably going to be questions, they are already answered so you know why the variances exist. Mr. Latchford stated he is glad to see they found the snake in the Education Center because he would have never gone back in that building if they hadn't found it.

- **On a motion** made by Mr. Freese, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved the attached Park Department 1st Quarter Report 2009.

Mr. Donoghue reported regarding the splash park contract ratification, there are a number of contracts that are listed under this heading that were approved by the Board and were signed by Ms. Orlich and Mr. Donoghue doesn't think there has been, on the record, the ratification of those contracts with Ms. Orlich's signature on them. They have all been discussed and at this point it is just a matter of making sure our records are in order as far as the Board ratifying each one of these. Mrs. Eason has provided an explanation of what each contract is and Mr. Donoghue thinks the Board will remember discussing them. Mr. Donoghue stated unless there are any questions it would just take a vote that the Board ratifies those contracts with the signature the Ms. Orlich has placed on those contracts.

Mr. Milcarek asked Mrs. Eason to read the contracts.

Mrs. Eason read the following contracts into record: Southwind Building Group for the plumbing; Deutscher Construction, LLC for the masonry work; Continental Electric Company, Inc. for the electric work; Woodruff & Sons, Inc. for excavation, sewer & water; Wagner Custom Builders for carpentry; Northwest Indiana Fence for fencing; Meyer Glass & Mirror for glazing; Adams Comfort for HVAC; and Charles Gluth Roofing for the roofing work.

- **On a motion** made by Mr. Milcarek, seconded by Mr. Dabney and voted unanimously by the Board, the Board ratified the attached contracts with Southwind Building Group for the plumbing; Deutscher Construction, LLC for the masonry work; Continental Electric Company, Inc. for the electric work; Woodruff & Sons, Inc. for excavation, sewer & water; Wagner Custom Builders for carpentry; Northwest Indiana Fence for fencing; Meyer Glass & Mirror for glazing; Adams Comfort for HVAC; and Charles Gluth Roofing for the roofing work for the Oasis Splash Park in Washington Park.

Mr. Donoghue stated he has an item under the splash park that the Board should consider tonight and this came when he was reviewing the two claims that were brought to the Board tonight and Mr. Fedorchak is here in the audience regarding the certifications regarding the work on those two claims. Mr. Donoghue stated he believes one was for Hattersley & Sons which is the installer of the splash park equipment and that claim was \$37,233.00 and the second was for concrete constructors from Westville and that claim was for \$26,513.00. Mr. Donoghue stated looking at that we need to review these contracts because we did enter them in a technical error regarding these amounts. Mr. Donoghue stated before he addresses that, let's take a look at some the history of where we are with this project. Mr. Donoghue stated this is a matter of extreme importance to the Park Department and the City because of the financial crisis that we, as a city, are looking at for the 2010 budget. Mr. Donoghue stated South Bend, for instance, is looking at a 20 million dollar deficit and they have very, very serious problems. Mr. Donoghue stated he doesn't know if you are following that but we've had Mr. Martinez here from our zoo and there is a big push in South Bend to cut way down on the zoo in South Bend and we certainly don't want to see that here. Mr. Donoghue stated it is critical for us to develop additional sources of revenue and he thinks the Board and Ms. Orlich have hit on a very, very good source of revenue; you have a splash park which will generate admission fees for two hour sessions with probably hundreds of people in the summer, children and so forth, and then there are going to be in-house concession profits because of the operation of the concessions by the department here. Mr. Donoghue stated in order to do this we entered into some very unfamiliar waters and we have a very, very complex project and he has discussed this with Mr. Fedorchak on some of the differences. Mr. Donoghue asked why did this project become so complicated and really when we look back, the Board will recall that in July 2008, after advertising for bids, there were two bids and one was a complete bid on both sections which included the general construction and the supplying and installing of the equipment and that particular bid was \$860,000 and this is on something that we had budgeted at that time, closer to \$500,000. Mr. Donoghue stated if you look at that \$440,000 figure, you can tell what the department and this Board has accomplished by become very complicated in the project and that is that you have acquired the equipment necessary for this with the stainless steel features that provide that 20

year warranty at a cost of \$164,000; your contract for the installation was \$140,000 so the total for that portion of the project was \$304,000 as compared to \$440,000 which came in on the advertised bids and so the Board has saved \$136,000 just on that particular feature. Mr. Donoghue stated in a project like this, and as he said, it is complicated, it is the most complicated one that he has ever seen, we have been really tip toeing down the sidelines while we've been carrying the ball here and we did step a line when it comes to the Hattersley & Sons and Concrete Constructors contracts because each of those contracts are between \$100,000 and \$150,000. Mr. Donoghue stated what happened in this was a mistake that he made in applying the public purchases statute which has a threshold of \$150,000 before you are required to advertise and the public works threshold which is now \$100,000 so what we were looking at with the public purchase is \$150,000, the common construction wage threshold is \$150,000, and the local City hiring threshold is \$150,000, but not this one, this threshold is \$100,000 and it was Mr. Donoghue's mistake in not finding that at the time the contract was proposed at that figure. Mr. Donoghue stated we have a correctible situation on our part. This can be corrected by a process and what the process is, and this a recommendation that Mr. Donoghue has discussed with Baker & Daniels, and of course we know they have one of the best Municipal Law Departments, at their firm, in the State, and when the payment came up for tonight we would recommend that we do the following. First of all, that the Board will recognize the liability for the work that has been completed to date; that is the work is included in the claims for payment tonight that we just mentioned; the \$37,000 for Hattersley & Sons and the \$26,000 for the concrete work. That is work that is completed; it is in the ground and we do have a responsibility to pay for that. Mr. Donoghue stated we would have our certificate from our Architect Mr. Fedorchak that the work is actually there. Mr. Donoghue asked Mr. Fedorchak if he has prepared the certificates and if he is satisfied that the work they are requesting pay for is in the ground, it is quality, it is appropriate and acceptable and you are certifying that those payments should be made.

Mr. Fedorchak stated they certified that and you should have those documents.

Mr. Donoghue stated those documents are on hand and available. Mr. Donoghue stated he has written a motion that we will look at here in a minute but he is now describing how the motion and how the process works. Mr. Donoghue stated we will ask the Board to adopt a motion terminating the Hattersley & Sons contract which was dated February 5, 2009 and also terminate the Concrete Constructors contract which was dated March 25, 2009. Mr. Donoghue stated that would dovetail with the agreement that the Board would have to pay for the work it has received and what is actually in the ground then we would ask for a motion authorizing our Architect Jerry Fedorchak to invite quotes from three companies, in the words of the Statute, who are known to deal in the class of work that we are describing here; for the concrete and for the installation of equipment. Mr. Donoghue stated that would be for the work that is still remaining; the installation work remaining is approximately \$92,000 and the concrete work remaining is approximately \$95,000. Mr. Donoghue stated Mr. Fedorchak would request those quotes and that they be submitted by May 29, 2009. Mr. Donoghue stated then the Board could authorize Phil Latchford as the Board President to make an award on the Board's behalf on the quote which would match the value remaining and which would follow the statutory guideline which is the most responsive and responsible bidder then the Board would authorize release of

the check and payment of these claims that we are seeing here tonight on or about June 2, 2009 and with that release the check would be released based on a settlement agreement approval and that would be signed by June 1, 2009. Mr. Donoghue stated when we say settlement agreement, it is a document that says the contractors put the work in the ground; they put supplies in and they want to be paid for what they have done up to this point and then, of course, what happens after that is based on the presentation that Mr. Fedorchak would make in terms of requesting bids from three companies that are known to be engaged in that particular work; in other words, the concrete and in the installation. Mr. Donoghue stated that is the statement of how to proceed with what we have encountered here in terms of these two contracts. Mr. Donoghue stated he has prepared a motion that was presented to each Board member which covers this and if the Board has any questions Mr. Donoghue and Mr. Fedorchak are here to answer them and we would recommend the Board adopt the motion.

Mr. Latchford asked Mr. Donoghue, after reading through the motion, if this covers all the items that he just mentioned or do we have to hit those four items in addition to the motion.

Mr. Donoghue stated there will be additional motions; in addition to this one. This one relates, as you can see, to the situation where we will be terminating those contracts and the other things that Mr. Donoghue mentioned would be further, shorter motions so this one reads as follows:

WHEREAS, the Park Board and (a.) A. Hattersley & Sons, Inc., (b.) Concrete Constructors, Inc. entered into contracts each to perform certain work in conjunction with the Oasis Splash Park Project;

WHEREAS, Contractor has partially performed under the contract and would be entitled to receive partial payment for its performance to date;

WHEREAS, due to inadvertence in the manner in which the contracts were entered into, the contracts with A. Hattersley & Sons, Inc. and Concrete Constructors, Inc. must be determined to be void;

WHEREAS, consequently, the Park Board is determining to pay said contractors for work performed and materials supplied because of the fact that said work and materials were provided for the benefit of the Park Board and the citizens of, and visitors to, Michigan City, at the Park Board's request, with the intention of both the Park Board and the said contractors that they would be paid a previously agreed sum for said work and materials;

NOW THEREFORE be it resolved that upon inspection and approval now provided by the Project Architect, G.M. Fedorchak, Jr., of the work performed and materials supplied to date by said contractors, and verification of the amounts of such claims to the satisfaction of the Board, this Board hereby authorizes payment of such sums in full satisfaction and release of any and all claims said contractors may have against the Park Board that pertain in any way to said contracts or to the work performed by the contractor, and further, that such payment shall not be made until such time as said contractors have executed a full release and settlement agreement in a form and manner acceptable to and approved by the Park Board's Attorney.

Mr. Donoghue stated that would be the motion that would take us up to terminating the contract and authorizing payment for the work that has been done to date. Mr. Donoghue stated the settlement agreement that they are discussing would be prepared with input from Baker & Daniels to make sure that it would be appropriate under these circumstances and then signed and placed into our records. Mr. Donoghue stated as he mentioned earlier we would ask for a motion to terminate those contracts, that will be another motion, and then another motion to authorize Mr. Fedorchak to invite quotes from three companies known to deal in this class of work, for concrete and installation of equipment for the work remaining; the installation at \$92,630 and for the concrete \$95,037. Mr. Donoghue stated then there would be a motion to authorize the release of the check or checks, payment of the claims, which would be on or about June 2, 2009 and that release would be contingent upon contractors signing a settlement agreement as approved and signed by June 1, 2009. Mr. Donoghue stated that is the recommendation that we have regarding those two contracts and essentially the work will be performed at the same amount and in the same way; it is simply redoing the contract under the terms as required.

- **On a motion** made by Mr. Milcarek, seconded by Dabney and voted unanimously by the Board, the Board adopted the following motion:

WHEREAS, the Park Board and (a.) A. Hattersley & Sons, Inc., (b.) Concrete Constructors, Inc. entered into contracts each to perform certain work in conjunction with the Oasis Splash Park Project;

WHEREAS, Contractor has partially performed under the contract and would be entitled to receive partial payment for its performance to date;

WHEREAS, due to inadvertence in the manner in which the contracts were entered into, the contracts with A. Hattersley & Sons, Inc. and Concrete Constructors, Inc. must be determined to be void;

WHEREAS, consequently, the Park Board is determining to pay said contractors for work performed and materials supplied because of the fact that said work and materials were provided for the benefit of the Park Board and the citizens of, and visitors to, Michigan City, at the Park Board's request, with the intention of both the Park Board and the said contractors that they would be paid a previously agreed sum for said work and materials;

NOW THEREFORE be it resolved that upon inspection and approval now provided by the Project Architect, G.M. Fedorchak, Jr., of the work performed and materials supplied to date by said contractors, and verification of the amounts of such claims to the satisfaction of the Board, this Board hereby authorizes payment of such sums in full satisfaction and release of any and all claims said contractors may have against the Park Board that pertain in any way to said contracts or to the work performed by the contractor, and further, that such payment shall not be made until such time as said contractors have executed a full release and settlement agreement in a form and manner acceptable to and approved by the Park Board's Attorney.

- ❑ **On a motion** made by Mr. Freese, seconded by Mr. Dabney and voted unanimously by the Board, the Board agreed to terminate the attached contracts with A. Hattersley & Sons dated February 2, 2009 and Concrete Constructors, Inc. dated March 25, 2009.
- ❑ **On a motion** made by Mr. Freese, seconded by Mr. Dabney and voted unanimously by the Board, the Board agreed to allow Architect Jerry Fedorchak to invite three bids for the remaining work specifically for the installation of the splash park equipment which is estimated to be \$92,000 and the remaining concrete work which is estimated at \$95,000.
- ❑ **On a motion** made by Mr. Dabney, seconded by Mr. Milcarek and voted unanimously by the Board, the Board agreed to prepare a settlement agreement with A. Hattersley & Sons and Concrete Constructors, Inc.
- ❑ **On a motion** made by Mr. Freese, seconded by Mr. Milcarek and voted unanimously by the Board, the Board authorized release of payment to Concrete Constructors, Inc. and A. Hattersley & Sons upon their execution of the settlement agreement on or about June 2, 2009.
- ❑ **On a motion** made by Mr. Freese, seconded by Mr. Milcarek and voted unanimously by the Board, the Board agreed to allow Park Board President Phil Latchford to make an award based on the quote matching the value remaining and following the statutory guideline of most responsive and responsible bidder to expedite the remaining work.

Mr. Donoghue thanked the Board and stated, again, that he is apologetic for that; it was something that slipped by and slipped through the cracks.

Mr. Latchford stated that is certainly understandable considering the complexity of not only this project but with everything else that is going on around here. Mr. Latchford thanked Mr. Donoghue for walking the Board through this complicated matter and making it very easy to understand.

- ❑ **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board approved city claims filed on account of appropriations for the Parks and Recreation Department in the amount of \$71,940.87.
- ❑ **On a motion** made by Mr. Milcarek, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved Payroll #10, 04/19/09 through 05/02/09, in the amount of \$59,330.03.

Mr. Milcarek reported we have gifts and donations in the amount of \$500 to be used for the Washington Park Zoo; this donation has been made by Mattel, Inc. on behalf of Janet Twokey. Janet is the winner of the Mattel Snorta! Online promotion. Part of the grand prize of this promotion is to choose a Zoo in the United States to make a donation of \$500.00. Janet has chosen the Washington Park Zoo for the donation and would like the donation to be in memory

of the late Mr. Forman, a close family friend. She wanted to support a small zoo and she had great memories from her childhood here.

- ❑ **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board graciously accepted the \$500.00 donation for the Washington Park Zoo from Mattel, Inc.

Mr. Milcarek read the following minor transfer into the minutes:

DECREASE RECREATION NON-REVERTING		
1311 0000 02 423.003	Small Tools	\$4,764.00

INCREASE RECREATION NON-REVERTING		
1311 0000 02 422 034	Miscellaneous Supplies-Triathlon	\$4,764.00

- ❑ **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board approved payment out of the Zoo Endowment Fund in the amount of \$6,509.79.

Mr. Milcarek reported invoices totaling \$166,484.32 were paid through the May 18, 2009 Board of Works meeting.

Mrs. Eason thanked the City Council; last night they passed an Ordinance Prohibiting the Feeding of Wildlife on Park and Port Authority properties and that also includes Streibel Pond under the jurisdiction of the Sanitation Department. Mrs. Eason thanked the Council for their work on the Ordinance; they put a lot of time into studying the facts. Mrs. Eason stated we will order signs and post them promptly and begin our education outreach to teach the public about this new beach management procedure. Mrs. Eason thanked the Council for passing on third reading, the appropriation for park equipment in the amount of \$112,700. Mrs. Eason thanked the News Dispatch for supporting our six segment beach series; it was nice of them to partner with us and get this information out to the public.

Mr. Latchford expressed his thanks to the City Council for in helping us get funding and for working on the wildlife ordinance. Mr. Latchford thanked Mr. Doyle for being such a good liaison.

Ms. Orlich informed the Board she and Darren Westphal had taken the plans for the splash park project to Mr. Phelps, the City Engineer, and after his review of the plans of the splash pad he said, so everyone knows and it is on the record, this is one of the most complex projects that he has ever seen. Ms. Orlich thanked Mrs. Eason for her diligence in her work and Darren Westphal. Ms. Orlich stated we do try to stay on top of this; we are at the construction site everyday and she is happy to report we have been in contact with and are working with all of the City Inspectors and she wants to thank them all, Mr. Hatfield, Mr. Przybylinski and Mr. Rooney, for guiding us and helping us through this complex project. Ms. Orlich stated we have been given a thumbs up on all inspections to date and it seems like every time we turn around we are

in a redesign. Ms. Orlich stated she just wants the Board and the public to know we are in a very complex project; we will soon finish it and it will be open for everyone's enjoyment so please bear with us.

Mr. Doyle stated this has been a real opportunity and a challenge working with the Park Department with all of the accomplishments; people don't realize all of the headaches, grief and aggravation that they have to go through. Mr. Doyle stated on the other side of the coin, the thing you lack is some of the entertainment we have at the Council meeting. It's really great to see this, especially the splash pad; it has been a real challenge and all of the people involved, especially our new Superintendent. Mr. Doyle stated he thinks this is a way of people working together to get things accomplished. Mr. Doyle thanked the park staff for all the help they give to the Council so we can have open dialogue; keep up the good work.

Mr. Greene stated you are moving right along and he thinks the splash pad is a bigger project than anybody ever though it was going to be, especially before Ms. Orlich came in and took over; she brought things to light. Mr. Greene stated as far as the School City is going, we have our project at Ames Field and we are going to have turf in there by July 1, 2009, it's in the contract because July 5, 2009 we have a drum corps show there and that was part of the deal, that the turf is going to be in and if you want to see an outfit that is really moving along, they have that all torn up and they are leveling it off now. Mr. Greene stated we were talking about soccer and he understands the School City is going to start playing soccer at Ames Fields. Before we had ten football games and two drum corps shows at Ames Field and now we are going to have soccer there along with football and the Summer Festival. Mr. Greene stated as far as the park goes, keep kicking.

Mr. Latchford asked Mr. Greene what the Drum and Bugle Corp's reaction is to the new surface.

Mr. Greene stated they are going to be very happy; they had the big executive here today and Mr. Doyle, Mr. Greene and Mr. Pease took him and his secretary to Ames Field and showed them a sample of the new turf so they are going to be very happy. Mr. Greene stated the football coach said that injuries are less on turf than on grass. Mr. Greene stated we voted unanimously on the School Board to improve that and that is a first.

Mr. Freese stated it must be good stuff because Jerry Jones bought three fields, soccer, professional and college, so he spent a few million dollars on it. Mr. Freese stated he understands it is good stuff.

- **On a motion** made by Mr. Freese, supported by all members of the Board, there being no further business, the meeting was adjourned at 6:22 p.m.

Jan Orlich, Superintendent
Michigan City Park Department

Tom Milcarek, Secretary
Michigan City Park Board

Attachments to the May 21, 2009 Park Board meeting:

1. 2009 Juneteenth Celebration Major Event Lease Agreement
2. 2009 Michigan City Triathlon Contract Between Park Department and LaPorte County Convention and Visitor's Bureau
3. Patriot Park Soccer Building and Parking Lot Project Design and Engineering Services Contract with Haas & Associates
4. Park Department 1st Quarter 2009 Report
5. Southwind Building Group Contract for Oasis Splash Park
6. Deutscher Construction, LLC Contract for Oasis Splash Park
7. Continental Electric Company, Inc. Contract for Oasis Splash Park
8. Woodruff & Sons, Inc. Contract for Oasis Splash Park
9. Wagner Custom Builders Contract for Oasis Splash Park
10. Northwest Indiana Fence Contract for Oasis Splash Park
11. Meyer Glass & Mirror Contract for Oasis Splash Park
12. Adams Comfort Engineering Contract for Oasis Splash Park
13. Charles Gluth Roofing Contract for Oasis Splash Park
14. Terminated Contract with Concrete Constructors, Inc. for Oasis Splash Park
15. Terminated Contract with A. Hattersley & Sons for Oasis Splash Park
16. Claims Docket Allowance for Vouchers Dated 05/21/09

Minutes prepared by Shannon Eason