

The Michigan City Park and Recreation Board met in regular session on Thursday, June 4, 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; Jeremy Kienitz, Recreation Director; Shannon Eason, Director of Administrative Services and Special Projects; Bill Greene, School Board Liaison; Kenn Kraus and Rick McVay, Haas & Associates; Barb Malewicki; Juanita Kreidler; Andre Steele, ALCO TV; and Laurie Wink, The News Dispatch.

- **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 21, 2009, Park Board meeting.

Park Superintendent Jan Orlich reported the aviary at the zoo opened on June 1, 2009; we had a ribbon cutting ceremony and during the ceremony we released over 150 parakeets. The Mayor and a few City Council members were attendance along with Zoo Society members, park staff and media. Ms. Orlich stated seed sticks were given to all in attendance. Ms. Orlich stated this is a fabulous interactive display. Ms. Orlich stated everyone will love it, young and old. Ms. Orlich stated hats off to Mr. Martinez and his crew; they did an excellent job on that exhibit. Ms. Orlich asked everyone to please visit the aviary; you will definitely be satisfied.

Ms. Orlich reported the Zoo Society met with Park Board member Phil Freese, Zoo Director Johnny Martinez and herself to discuss an expired Memo of Understanding. The first thing we discussed was a percentage of the memberships going directly to the zoo operational budget. Mr. Martinez stressed that a lot of the time at the admission window is utilized for his personnel taking and processing applications for membership. Mr. Martinez determined that 30% of revenues are lost with that free entrance into the zoo so it was agreed upon by the Zoo Society, Mr. Martinez, Mr. Freese and Ms. Orlich to split that by 35% and 65%; the 30% would be the lost revenue and the 5% additional would be for the admission attendant's time for filling out and

processing the applications. Ms. Orlich stated they agreed to make that retroactive to April 1, 2009. Ms. Orlich stated they also agreed any memberships processed by the Zoo Society would be split and 35% will go to the zoo's operational budget. Ms. Orlich stated they discussed Boo at the Zoo and Zooltide are two events that that zoo holds and most of the set up for that is done by zoo employees and park maintenance staff and it was agreed that we would split the profits 50% and 50% for both of those events. Ms. Orlich stated they discussed the ownership of the animals at the zoo and in speaking with Mr. Martinez, Ms. Orlich found out that a lot of the animals are given to zoo for display or breeding purposes so the Zoo Society nor the Park Department can own those animals. Ms. Orlich stated in the breeding process we would receive an offspring and then the zoo would own the animal. Ms. Orlich stated other animals such as the Bald Eagle would be owned by the Federal Government and cannot be owned by the Zoo Society nor the zoo. The Box Turtle or any endangered species are owned by the State of Indiana; not the Zoo Society or the zoo. Ms. Orlich stated most animals cannot be owned by the Zoo Society or the Zoo and the other animals, which are a small percentage, are owned by the Washington Park Zoo and not the Zoo Society. Ms. Orlich stated further investigation will lead her to talk to our insurance agent Tom Cipares in regard to liability associated with that. Ms. Orlich stated she does know if an animal is loaned to us for display or breeding purposes and someone gets injured by that animal we are definitely responsible for that. Ms. Orlich stated she will check with our insurance to make sure we are on board with everything. Ms. Orlich stated she revisited the donated ATM machine by Mike Dempsey and he contacted Horizon Bank and the bank let him know if we were to retain them for the maintenance of that machine the Zoo Society would incur a maintenance fee of roughly \$900 annually and that was too much for the Society to take on; they expected a much lesser amount. Mr. Dempsey asked Ms. Orlich to renew the existing contract with our current vendor. Ms. Orlich stated the zoo is going to renew their contract with the vendor but the location limits the amount of people who can access that ATM machine. Ms. Orlich stated it would be nice if that would be accessible for all patrons, not just visitors at the zoo. Ms. Orlich stated we have signs at our parking booth that say the ATM is open and available but it would be more convenient if it was located outside of the zoo encased in concrete. Ms. Orlich asked Mrs. Sheldon and Mr. Martinez to talk to the vendor to see if that is a possibility. Ms. Orlich stated at festivals people would be more apt to use the machine outside. Ms. Orlich stated Mr. Freese attended the meeting with the Zoo Society and asked him how he felt about the agreement with the Society.

Mr. Freese answered when he left the meeting Monday he was pretty pleased; they came up with some good ideas and Mr. Martinez was happy with it. Mr. Freese stated he is interested to see how that works out with perhaps a one year agreement.

Ms. Orlich stated in the new Memo of Understanding we would like the Park Department to meet with the Zoo Society bi-annually to make sure those percentages go along with the amount of work the zoo staff does for the Zoo Society and to discuss future endeavors and goals between the Park Department and zoo itself. That will be forthcoming in the next month or so and it will be presented to the Park Board and if the Board is okay with that memo we will pass it on to the Society and then we can be in agreement with each other in regards to that.

Ms. Orlich reported Park Maintenance has taken out approximately 15 dead trees throughout Fedder's Alley. Ms. Orlich stated we are pruning all of the trees and cutting all of the sucker branches out of the trees. Ms. Orlich stated we started in Fedder's Alley and we are currently at the Lot #2 ticket booth and we will continue that process throughout Washington Park. Ms. Orlich stated we have also been out at Memorial Park looking at trees over there, particularly due to the fact that City Kids Day Camp will be operating there so we are making sure the areas they are going to be involved in are safe. Ms. Orlich stated one tree has been taken out and they will remove another.

Ms. Orlich stated Mr. Latchford had called her regarding sink holes at Millennium Plaza and after further investigation of that we realized that was not just a sink hole. Ms. Orlich thanked Mr. Latchford stating this is a potential major problem. Ms. Orlich met with Mr. Doyle, Bill Phelps, Tim Frame and Darren Westphal and they found there is not only a sink hole but the fill underneath the sidewalk has washed away; we don't know to what extent. The sidewalk along that sink hole area has cracked and caved in and it is approximately 20' long and the landscaping west of it toward the bridge has several sink holes that you can sink an entire shovel in. Ms. Orlich stated this is an unsafe area and Mr. Phelps told us Tim Frame should probably contact an engineer that has a dive team to go underneath that break wall to investigate the damage and how extensive it is and to take pictures so we know what we are dealing with. Ms. Orlich stated we talked about putting the bricks back and trying to fill it in and he told us not to because construction is going to have to happen there. Ms. Orlich stated it doesn't affect our area other than the bricks but further along to the west on the sidewalk you'll find that it is happening further down so it is a potential problem that could be disastrous at some point and time if it is not addressed. Ms. Orlich stated she updated the Mayor in regard to that and he will probably be waiting for a report from Mr. Frame and the engineers that he contracts for that.

Mr. Freese asked if it is unsafe for people to be out there right now; is it blocked off or are there signs.

Ms. Orlich stated there are no signs but we do have barricades in that area.

Mr. Freese stated sometimes it seems like the obvious, but a few years ago the obvious wasn't very obvious for an individual.

Ms. Orlich stated we have the brick area blocked off and the area where most of the damage is is actually Port Authority property. Ms. Orlich stated we did put a barricade there for them and she thinks after the area is assessed Mr. Frame will make the right call as to how to proceed with that or how to block it off; we'll need an assessment from the engineers. Ms. Orlich stated if you put a sign up that says do not enter this area it seems like everybody enters the area. Ms. Orlich stated we did lock the gate leading to the sidewalk in that area and put barricades around it.

Ms. Orlich reported she met with Frances Rooney, the Electrical Inspector, and he is requiring an awful lot of grounding at the splash pad. The additional grounding is going to cost us roughly \$1,000 in additional charges; this is an add on to Continental Electric's contract.

Mr. Milcarek commented grounding is a safety issue and he doesn't think we can over do that and he thinks it is a good idea to follow the inspector's recommendation, even if it is redundant.

Ms. Orlich stated we are following his recommendations. Ms. Orlich stated she met with Tom Wagner of Wagner Builders and he provided a quote for an add-on for painting the hearty plank; the hearty plank is at the top of the mechanical, concession and restroom building. It is a 3' x 6" area. Ms. Orlich stated she entertained the fact of doing it in house but the problem with that is once it goes up it has to be done again. The add-on for that is an additional \$1,000 and Ms. Orlich thinks it is worth contracting this with Wagner.

Ms. Orlich reported we are working with City Attorney Amber LaPaich who is responsible for all of the legalities and swearing in of park employees. We are going to be authorized to write tickets for city ordinances. The ordinance will include not feeding the wildlife, dogs in the park and open burning on the beach. Mrs. Eason, Ms. Orlich and Mr. Westphal met with Mark Swistek and after the swearing in he will take us through a class on how to proceed with that operation and how to write the tickets. Ms. Orlich stated we have chosen the parking supervisors, Maintenance Director Darren Westphal, Administrative Director Shannon Eason and Park Superintendent Jan Orlich for that authority.

Ms. Orlich stated a picnic table was trashed at Pullman Park. Mrs. Eason with her investigative work and camera system actually caught the offenders on tape and the tape was given to the Michigan City Police Department. Ms. Orlich stated there is \$200 to \$250 in damages from that. Mrs. Eason informed Ms. Orlich that the lighthouse graffiti artist was arrested.

Mr. Donoghue stated he has a report on the splash park. Mr. Fedorchak couldn't be here tonight to address the remaining work to be done on the concrete contract and on the installation of the splash park equipment but he did file a report regarding his proposal that he received and the Board has a copy of that. The architect's certificate for the two contractors and for the amounts that have been worked up to this point, were presented at the Board of Works last Monday and those amounts are being released. Mr. Donoghue stated the releases that have been put together for those two contractors have been signed and they are ready to be placed on the Board's records tonight with the minutes. The revised contract with Concrete Constructors for the balance of the concrete work in the amount of \$95,037.00 is before the Board tonight for approval. This figure was included in the original amount budgeted for this work, so this is not new money and this is not an add-on; this is the amount for the remainder of the concrete work to be done by Concrete Constructors. Mr. Donoghue stated we discussed this at the last meeting and if there are no questions tonight it would be appropriate for a motion to approve that contract; it was the contract prepared by Jerry Fedorchak, Jr. and it is in the standard architect's form and Mr. Donoghue has reviewed it and he recommends approval of the contract dated June 1, 2009.

- **On a motion** made by Mr. Milcarek, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved the attached AIA contract with Concrete Constructors dated June 1, 2009 in the amount of \$95,037.00.

Mr. Donoghue stated before the Board is the revised contract for Hattersley & Sons for the balance of the work for the equipment installation and that amount was \$95,630.00. Mr. Donoghue stated again, this figure was included in the original amount budgeted for this work so this is not new money and it is not an add-on. Mr. Donoghue stated there were a couple of minor amendments suggested by the contractor that he has discussed with Ms. Orlich and we see no problems with them. Ms. Orlich spoke with Hattersley & Sons today and they were concerned with the cutoff of 45 days in the contract terms; they thought it might be 46 or 47 days because they will have to work with other contractors so they would like to have that as an open ended figure. Mr. Donoghue asked Ms. Orlich if she has a problem with that.

Ms. Orlich stated no because they do have to rely on the other contractors to finish their work in order for them to complete theirs.

Mr. Donoghue stated the second item was the builder's risk and as we know the Park Department is the general contractor and it is covered in our insurance for builder's risk and that is the situation where if something would happen to the work that has been done out there such as a tree being blown over on top of it causing damage, that work is covered by our insurance and Mr. Donoghue spoke with Tom Cipares this week and got confirmation of that so that would be a section that would be carried by the Park Department and not by Hattersley & Sons so those were the only two items, otherwise the contract would be exactly the same. Mr. Donoghue stated it would be appropriate to have this contract approved tonight unless there are any questions.

Mr. Milcarek stated he has a question about the open end and asked if there is a way that we can accommodate Hattersley but not give him an opportunity to take advantage of the situation, for example, if there were no problems and no other vendors that were causing a problem, Mr. Milcarek doesn't want to give him the opportunity to extend that by 10 or 15 days. Mr. Milcarek stated he thinks we should extend it only if he has a reason to extend it.

Ms. Orlich stated the reason she suggested we omit that was for several reasons; Hattersley has been there every day, they are probably one of the contractors that has even worked through the rain when everyone else leaves, so if Hattersley is there and the concrete can't be poured or the masonry for the building can't be done, Hattersley has still been there and that will hold him up. Ms. Orlich stated if we impose that on him then we would have to impose that on everybody else, and the weather has not worked with us at all.

Mr. Milcarek asked Ms. Orlich if, in her opinion, he is not one to take advantage of this.

Ms. Orlich replied definitely not; actually he wants to get in there and get out of there. Hattersley has been an excellent contractor as far as the splash pad goes in dealing with him and accommodating us. Ms. Orlich stated she would definitely recommend we leave that; they don't want to be here any longer than they have to; they realize that we do want to open up and they are literally pushing contractors to get done in order for them to continue with their work.

Mrs. Eason stated we also have the leverage of holding back their pay submittals which is a big motivator; if they don't completed a certain percentage, we don't pay the claim.

Mr. Dabney thanked Mr. Donoghue for making it clear that this money is not an add-on; this was already budgeted for.

- **On a motion** made by Mr. Freese, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved the attached construction contract with A. Hattersley & Sons dated June 1, 2009 in the amount of \$92,630.00.

Mr. Latchford mentioned most, if not all, of the work on the aviary was done by the zoo staff.

Ms. Orlich stated it was all done in house; there were no contractors on that project. Ms. Orlich stated if any of the Board members have not been there, they will be amazed when they go through there.

Mr. Latchford stated they also used recycled materials.

Ms. Orlich stated they used recycled bricks for the path.

Mr. Latchford stated this is worthy of mention. Mr. Martinez is trying to improve the zoo at little to no cost and it is a very exciting exhibit.

Ms. Orlich stated she agrees.

Mr. Donoghue reported regarding the golf course he has been in contact with the Indiana Alcohol and Tobacco Commission and we have a new representative there; the representative we have been working with whose name was Dana Johansenmeyer has been moved over to the excise division and our new representative is Shirley Kirby and she has finally gotten all of her files together and as a result there has been a little delay. Mr. Donoghue stated he is unhappy reporting this but there is nothing we can do about it. Mr. Donoghue stated the local hearing for both of our permits will be scheduled on August 6, 2009 at 10:00 a.m. so that puts us back by a month to six weeks and we'll have to go at that time; they couldn't do it any sooner. Mr. Donoghue stated we will appear there and she indicated that the permit could issue very shortly, within a few days after that. Mr. Donoghue stated they set them according to the number of permits that need to be renewed or that are new like ours and there are usually six or eight on the schedule each time and they try to have them once a month. Mr. Donoghue stated sometimes they skip July, and Mr. Donoghue is not saying they are doing that now because he doesn't know, but he was told the next opportunity for us would be August 6, 2009. Mr. Donoghue stated remember these are renewed on a three year basis as of that date, so our date is August and it will be three years down the road in August when we will have to renew it. Mr. Donoghue reported Mr. Richardson undertook his training; in fact, he did that yesterday and he thought it was very worthwhile as far as learning about the requirements of a person serving alcoholic beverages or managing an establish like he is going to have.

Ms. Orlich stated they are all certified now.

Mr. Donoghue stated we will still have good weather for August, September, and possibly into October.

Mr. Latchford asked if there is any hope of lobbying to get this moved forward.

Mr. Donoghue stated he tried and she told him she had tried to get it earlier but just couldn't get it done; they control their own schedule.

Mr. Latchford asked if that is a local board.

Mr. Donoghue stated Indianapolis controls it, not the local board.

Ms. Orlich stated one person left their position and another person took over and by the time took over that position and fell into all of the licenses and renewals, it backed the whole system up.

Mr. Donoghue stated he was holding out hope for possibly the end of June or the first part of July but that just didn't work because of the way the personnel changed but we'll get it done; we'll get our service open there and it will be a very good revenue stream there, Mr. Donoghue is convinced of that.

Ms. Orlich stated we did order our concession trailer and hopefully that will be a big revenue stream coming in and the proposed delivery date is four to five weeks from now and we'll be prepared with a deck which will be located off of the WPA wall; the trailer will be sitting on that deck and the deck will include tables, chairs and umbrellas and will be directly on the beach and handicap accessible from the sidewalk with a poured concrete pad for the grill.

Mr. Latchford asked if we have any plans in the interim for food service between now and July when the trailer shows up.

Ms. Orlich stated she was approached by Mr. Doyle today with someone and she told him she would review that at the beginning of next week.

Mr. Donoghue stated he reported about the Johnson Death Case and the litigation as it continues and again, the Department is being represented by its insurance company and their attorneys but we are responsible for filling in the questions and so forth that they served as part of the discovery process and we just finished the procedures there with Mrs. Eason's help; we were able to get that done and it is in the hands of the insurance company now. Mr. Donoghue stated there were a lot of questions about the whole Millennium Park situation, which we had to answer, and, as the Board will remember, we entered into a Memorandum of Agreement in December, 2004, six months after the death took place and at that time the intention was to clarify whose responsibilities were what and that Memorandum is in our records and it makes it very clear that the responsibility between the fence and the water is the Port Authority's

responsibility and we, then, are responsible for the area on the land side of that fence. Mr. Donoghue stated we have taken care of that and have filed that and he wanted the Board to know that. Mr. Donoghue stated that was requested also, that we do that, by Mr. John Espar, the Corporate Counsel and we fulfilled that request.

Mrs. Eason reported segments three and four of our beach management series were published in the News Dispatch on May 26, 2009 and on June 1, 2009 and the final two will be printed on the next two consecutive Mondays. Mrs. Eason stated the last segment was about sanitation improvements we are making on the beach which include covering the garbage cans and Mrs. Eason stated she is happy to report our trash can lids came in yesterday and Mr. Westphal's crew will start to put those on and get those dispersed throughout Washington Park and the beach. Mrs. Eason reported in the Board's packet tonight there is a request for additional monies for the parking operation bank. Mrs. Eason provided a history of increases to that bank over the years. Mrs. Eason stated this year, and last year, we have had a need for more change for Patriot Park; we have been taking that out of Washington Park's bank which leaves them short and that results in both parking teams, in two locations, running back and forth to the bank and that doesn't make a lot sense, it wastes time and fuel. Mrs. Eason asked for an additional \$600 to add to Patriot Park's bank.

- ❑ **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board approved an additional \$600 for the parking operation bank bringing the annual total to \$2,450.00.

Mrs. Eason reported regarding the Adams Park Project that we still have not scheduled a workshop with the Council and she stated we are stagnant until we decide on the baseball fields and that needs to happen before we can continue with design, engineering and the cost estimates.

Mrs. Eason reported she attended the LPA Certification training course in Plymouth, Indiana on May 19, 2009 with City Planner John Pugh and City Engineer Bill Phelps. This is an INDOT requirement now; at least one person in each local public agency must be certified if you are to apply for federal funding through the Federal Highway Administration through INDOT. Without that, even if you have grant money, and we do, we are sitting on quite a bit of grant money right now, you cannot move forward. This was something we needed to do. Mrs. Eason stated INDOT has changed their procedures for developing projects; they have narrowed the process by putting more responsibility on the LPA's and by doing that they have shortened the length of road, trails and highway projects by 50% if this is successful.

Mr. Latchford asked for an update on the trail system and where the Singing Sands Trail is today.

Mrs. Eason stated at this point the decision lies in the hands of INDOT's attorney in Indianapolis; the feds have taken a look at the agreement and it is a stalemate situation at this point. Mrs. Eason stated Governor Daniels is involved but it seems as if is just being passed around. Mrs. Eason stated Mayor Oberlie has been following up with this and it trying to get Congressmen involved to get the ball rolling but at this point, no one is agreeing on the language.

Mrs. Eason stated right now it is in INDOT's hands in Indianapolis and we are waiting to hear from their Attorney. Mrs. Eason stated without that agreement we cannot move forward with the Singing Sands Trail or two other trails in our Master Plan. Mrs. Eason stated the Peanut Trail, which we have grant funding for, is being held up by the Lake Avenue Extension Project. If they close the railroad crossing where our trail crosses we will have to redesign it so again, we are waiting on another project before we can move forward with that. Mrs. Eason stated the High School Project is moving through the design phase and we are waiting on a contract from Butler, Fairman and Seufert. Mrs. Eason spoke with Mr. Phelps today and he has reviewed that contract and is working on a few revisions and it should be on the Board of Works schedule in the next month and then design work will start.

Mr. Latchford asked what the status of the Lake Avenue Project is and who is responsible for overseeing that.

Mrs. Eason stated if they extend Lake Avenue to Highway 12 they will close Center Street at the railroad crossing and they will open a new crossing and when that happens Amtrak steps in and says if we open one new crossing we want you to close two or three which poses a huge problem for Michigan City because we don't have two or three we can close down so that is where the project is; we are trying to negotiate that. Mrs. Eason stated if we go ahead with the plans as they were designed and they do change the railroad crossing we have spend a lot of time and effort and will still have to redesign the project; when the Mayor gets the railroad issue figured out we will go back and redesign the project and tie it in with the Lake Avenue project and this might save some money if we tie it into the road project. Mrs. Eason stated the D.N.R. is being very patient with us; this project should have moved forward about a year and a half ago but she is glad it didn't because it would have had to be taken out and redone.

Mr. Donoghue reported there are a number of current encroachments we have been discussing and there are updates on them. Mr. Donoghue stated if the Board will remember the firewall property owners, the property owner Terpstra has indicated they want to sign a lease and a lease was sent to them on May 18, 2009 for review by their attorney and Mr. Donoghue has not received a response back from that but he expects it soon. Mr. Donoghue stated another property owner in that area is Mr. Joseph Power and Baker & Daniels has drafted and sent a letter to him and a copy of that was provided to the Board. Mr. Donoghue stated we can discuss that after the Board has had a chance to review Baker & Daniel's approach to that particular one. Mr. Donoghue stated there is another one, Henry Bindas, you might remember he is to start a payment plan with the first payment tomorrow, June 5, 2009. Mr. Donoghue stated there are two payments, one for \$3,800.00 on June 5, 2009 and one payment of \$3,800.00 on July 5, 2009 and Mr. Donoghue called Mr. Bindas to give him a reminder today that his payment plan starts tomorrow. Mr. Donoghue stated the property owner named Kjos, if you recall, that is the one where the concrete pad was never removed after the furniture and items were removed. Mr. Donoghue stated at the Board of Works meeting on Monday, City Engineer Bill Phelps discussed the contractors request to use the access easement next to that property for the demolition of the concrete pad and we are expecting that to happen soon. Mr. Donoghue stated regarding Mr. Ross and some of the other with past due accounts, the Board has suggested we pursue a collection service and Mrs. Eason and Mr. Donoghue will be meeting with Elizabeth

Flynn of Braje and Nelson, they have a collection service, and we will be setting up accounts with them for collection of these items and we will report back to the Board how that is going.

Mr. Kenn Kraus and Mr. Rick McVay presented the attached preliminary designs for the new soccer building and parking lots at Patriot Park. The preliminary designs included three options for the building and several parking lots that can be bid as alternatives depending on what the budget is.

Mrs. Eason stated we are a little confused on how the appropriation process is working this year because everything is different. Mrs. Eason stated typically we have a budget and then we start the design process and now we are doing it backwards so it is a little confusing. Mrs. Eason stated she thought the Board would approve all of the preliminary designs so we can take them to the Council to talk about funding and get their input. Mrs. Eason believes we will then come back to our Board for final approval. Mrs. Eason stated she doesn't even know if they need Park Board approval to take it to the Council at this point.

Mr. Donoghue stated you don't but it always has a little bit of strength when you have the Board agreeing on how to move forward.

- **On a motion** made by Mr. Dabney, seconded by Mr. Milcarek and voted unanimously by the Board, the Board approved the attached preliminary designs for the new soccer building and parking lots at Patriot Park submitted by Haas & Associates.

Mr. Kienitz stated the Board has before them a contract between the Michigan City Park Department and South Shore Sports Promotions who is teaming with N.S.A. to bring the Girls World Series back here this year as it was in 2007. The N.S.A. and South Shore Sports has approached Michigan City Park Department about utilizing Washington Park for the pin swap party as we did in 2007. Mr. Kienitz stated in 2007 we had an estimated 7,000 participants in the park for that event; it is the biggest event of the N.S.A. World Series week of July 20th through July 26th with July 26th being a make-up date in case of rain to finish up the tournament. Mr. Kienitz stated we have vendors out here and different activities for the girls and their families to partake in and hopefully we will have a splash pad as well for them to enjoy while they are here. Mr. Kienitz stated there are different deliverables on the contract that are spelled out and this pretty much just holds all parties involved, the Michigan City Park Department and South Shore Sports, accountable for those. Mr. Kienitz asked the Board for approval of this contract so we can move forward in the planning process.

Mr. Latchford stated he thinks this is a very good idea; it is high exposure and brings a lot of people down here but we want to make sure we don't end up in a situation where it is costing us and we are not covering our expenses. Mr. Latchford asked Mr. Kienitz to work out the actual costs to our department.

Mr. Kienitz stated we need to make sure we are staffed as far as parking staff and they will already be down here. Mr. Kienitz stated we already have adequate port-a-pots and restroom facilities. Mr. Kienitz stated outside of that vendors are coming down and they are paying a fee

and we are splitting the revenue from those vendors with South Shore Sports at a 50/50 split. Mr. Kienitz stated we will also have our concession stand down here; hopefully it will be up and running at that time and we will get 100% of that revenue; we won't have to split our concession costs with South Shore Sports or with the event itself. Mr. Kienitz stated the N.S.A. asks for nothing in return; no amount of money from us to host this event so really it doesn't cost us anything in excess of the operation we are already having at Washington Park on a general evening.

Mr. Latchford asked what the ramifications of tabling this agreement for one more meeting would be to refine the details. Mr. Latchford stated we will have expenses for clean up; any time you have 7,000 down here there is going to be garbage and we are going to have some additional costs. Mr. Latchford asked if tabling this to the next meeting would jeopardize this in any way.

Mr. Kienitz stated he really doesn't know the answer to that question; he does know they are waiting for this contract approval to move forward to get press releases out and to start publicizing the event itself and we are already behind quite a bit, through no fault of ours, the process is just taking a little longer this time around. Mr. Kienitz stated if the Board decides to table it he will still go back and get the answer, whether it is tabled or approved to make sure we get what we want out of it.

Ms. Orlich stated we had spoken earlier in regard to some type of funding coming from parking and she asked Mr. Kienitz if he was able to contact anybody or work anything out.

Mr. Kienitz stated he has not received a call back yet but he is working on that and will report to Ms. Orlich as soon as he has that information.

Mr. Latchford stated in 2007 we waived all of the parking fees but we are under very difficult budget shortages so we need to look at maybe waiving parking fees if the N.S.A. will pay us a lump sum as a contribution to hold the pin swap here.

Ms. Orlich stated she spoke with Mr. Kienitz earlier and she did explain that the City as a whole and the Park Department will probably be making some budget cuts and we entertained the fact, and she doesn't know particularly when the splash pad is going to open, but we entertained the fact of actually trying to keep those people here. If we were to charge a percentage or a dollar amount for parking, maybe we could include free admission to the zoo with one paid admission and maybe a free session to the splash pad and here is the reason why, I would like to retain those people here; they are here for a week so if we can offer them something that we already have staffed, like the zoo or the splash pad. Ms. Orlich stated we are still getting an admission amount from them; they are still going to purchase things from our concession stand and we still have them coming back to the park again and buying something. Ms. Orlich stated she and Mr. Kienitz did discuss that and Mr. Kienitz thought it was a pretty decent idea and she knows he made some calls and we are hoping to do something like that where we can offer something if we do charge for parking; they are here for a whole week and this would be an opportunity to give them a free session at the splash pad or free admission to the zoo. Ms. Orlich stated this doesn't require anymore on our part and they usually come in twos or threes or fours and it is a

family so if they have two paid, in order to get their other family in, they would have to pay for two more and you are not getting through the zoo without buying a pop or some ice cream so it provides another source of revenue if we can work some type of deal out. Ms. Orlich stated it has been discussed and she knows Mr. Kienitz is going to work on it and we think it will bring extra dollars into the coffers.

Mr. Latchford asked Mr. Kienitz without mentioning any of the parking charges, can we enter into this agreement without having those discussions because Mr. Latchford's fear is if we sign this agreement, and it is a fine agreement, but it doesn't address if we are charging for parking or not charging for parking so are we just delaying the inevitable.

Mr. Kienitz stated depending on how we pursue this we will need different language in this contract or an amendment to this contract with that language put in.

Mr. Latchford asked Mr. Kienitz if he would prefer the Board passing this tonight so you can continue on and when you come to an agreement on the other portion we would add an amendment versus tabling it until the next meeting.

Mr. Donoghue stated the Board could approve the event in concept for that date.

Ms. Orlich stated the parking would be with the N.S.A. or the teams which really doesn't affect this contract.

Mr. Latchford stated it does and it doesn't; Ms. Orlich is exactly right technically, however, it needs to be in there.

Mr. Greene stated at Patriot Park you have a weekend pass for a whole carload of people.

Ms. Orlich stated we discussed that also.

Mr. Kienitz stated in his conversation with the N.S.A. all of the above will be discussed to come up with the best solution that will work for all of us.

Ms. Orlich stated Mr. Kienitz has a call out and we are just waiting for an answer back from them but we have discussed several things including a discounted weekly pass because we want them to come back to the park and we want them to check out the other things we have.

- **On a motion** made by Mr. Milcarek, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved the Pin Swap on July 22, 2009 in Washington Park in concept.

Mr. Latchford told Mr. Kienitz the Board is in favor of the event we just need to work out the small details and he would be happy to talk to him about it.

Ms. Orlich introduced Mr. Tom Moss.

Mr. Moss stated he developed the Beachwalk properties on Lake Shore Drive and before they started building there, the first thing they did was to approach the Park Board in 1990 to build a walkway at their expense; it was a gift to the community for a particular purpose which was to improve access from the other side of the street to the beach area. Mr. Moss stated the walkway itself, he thinks, has worked out very well. Mr. Moss stated there was some doubt as to what kind of mischief might come from the walkway but overall the 90% against turned into 95% in favor by the time it was all done. Mr. Moss stated in recent years, in order to enhance their rental activities at Beachwalk they have put themselves out as a place to do weddings so we would rent space from the Park Board to have a wedding at the beach and then have event space at the backside of Beachwalk where they put up a tent for the event. Mr. Moss stated this is a modest enterprise and has supplemented their rentals to some extent but what it has revealed to them is a lot of people want to have weddings on the beach and such. Mr. Moss stated their business is very bad right now; the beach real estate business couldn't be worse actually so we are looking for things to do that would maybe get us into a new line and the new line we are looking into would be more of a service on weddings. Mr. Moss stated if we were to approach this Board, and we are talking very conceptually at this point, to build a platform at the end of the walkway we built back in 1990 and 1991. Mr. Moss stated they would explore what kind of inquiries they have about weddings and see if they could match up with those and come up with a strategy that makes sense. Mr. Moss stated they would build a platform of this kind and ask that we have exclusive rights on it for some portion of some days; probably wedding times such as Saturdays or Friday nights for probably 20 weeks of the year and then it would be free for others; we would have no rights on it for the rest of the time. Mr. Moss stated this is an idea that he has discussed with Ms. Orlich and she was reasonably favorable about it and wanted to hear the Board's opinion. Mr. Moss stated there are a lot of open questions about things like bathrooms, electricity and what kind of events would be out there, whether we would serve liquor or food there, clean up and noise and a lot of other reasonable questions. Mr. Moss stated this is also a lot of interactive work and they don't want to go down this road, or even start down this road, because they are looking for things to be productive, they don't want to approach the Board after they have done all that to see what the Board thinks. Mr. Moss stated he is bringing it to the Board now to see if this is something that would be reasonable to ask of the Park Board. Mr. Moss stated if the answer is yes they would propose a series of events in which they would come to some conclusion in the fall; we wouldn't build anything probably until the spring. Mr. Moss stated they would have to get a lot of commitments from users to make it make sense. Mr. Moss stated if this proves to be productive it could involve a number of Michigan City vendors such as florists and caterers and all the parts of the wedding business. Mr. Moss stated there seems to be a demand for it and they have very strong Google enhancements around this and a lot of things are being channeled to them about this suggesting they could do pretty well; there is a lot of demand for it. Mr. Moss stated he doesn't know if he has created a question here that can be answered but it is more of a talking around issue.

Mr. Donoghue stated Michigan City has become a destination for weddings; friends of his from South Bend are coming to Michigan City and have no connections here and the wedding will be in Friendship Gardens and the reception will be at Memorial Hall, so there you have it; you already have a destination here.

Mr. Moss stated he would suggest to the Board that there is some local demand they are getting but 95% is not local which suggests it would be quite popular and could help a lot of other people's businesses.

Mr. Milcarek asked Mr. Moss if he is seeking the Board's approval of the concept and the details would be worked out later.

Mr. Moss stated we are not proposing a lease at this point, they are still getting costs on the special lumber they used on the walkway the first time.

Mr. Latchford stated overall he is in favor of the idea but we would have to work out some of the arrangements and because it is public land we have to be very guarded, granted you are going to the expense, it is a great idea but we would have to work out the specifics.

Mr. Moss stated he could not justify doing this without something like that and he asked Mr. Latchford how he would propose they explore that; is this something he should talk to Mr. Donoghue about.

Mr. Latchford stated Mr. Moss could talk to him or any of the Board members just to get a general sense of what you are planning.

Mr. Moss stated generally, this would not at all interfere with the use of the walkway as it exists; we are not taking away the public use that the walkway provides. Mr. Moss stated we are really talking about Saturdays for maybe 16 weeks of the year and possibly Friday nights and we would have to look at how we would use it; would we use it for rehearsal dinners.

Mr. Latchford stated Mr. Moss mentioned working with caterers, etc. we would have to take into consideration the neighbors.

Mr. Moss stated he is trying to feel this thing out and more than likely they are talking about the receptions in their Beachwalk space or in Friendship Gardens or at Memorial Hall, something like that, or one of the country clubs, but this is some piece of it. Mr. Moss stated it is the picture they are really working with; that dream.

Mr. Donoghue stated the Board may have a workshop; an informal gathering like the City Council does at some point.

Mr. Moss stated that would be great and he would welcome that; we want to be successful.

Mr. Milcarek stated we have exclusive shelters where people pay rent and have exclusive rights to it for the day and maybe something could be worked out like that; every time you have a wedding you could pay the Park Department for exclusive use of that time just like a shelter.

Mr. Latchford stated he thinks that would pose somewhat of a problem because they are marketing this as a destination wedding and if people are lined up to rent it out they are not necessarily using their facility but we are trumping their exclusive right.

Mr. Moss stated there is precedence for exclusivity whether that form is for a day or for a set of days; there is already a fee for having an event of some sort so there could be a similar fee associated with this although it probably would be a lot more fees.

Mr. Latchford stated the Board could approve the Sheridan Beach Beachwalk platform conceptually with a workshop to follow.

- **On a motion** made by Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board approved, conceptually, the Beachwalk platform.

Ms. Orlich reported she was approached by Mr. John Carroll who was a Michigan City resident. Ms. Orlich stated back in 1975 there was a canon that was conceived and built by Michigan City people. This canon has been all over the United States shooting. Mr. Carroll wants to donate this canon permanently, to be on permanent display at the Park Department. Ms. Orlich stated it is a small canon and it is on wheels. Ms. Orlich stated she has a little bit of a problem with that being in a Park Department. Ms. Orlich stated it is a working canon and he would like it to be shot off during July 4th and other events. Ms. Orlich stated she knows it will be vandalized and she knows there are people who will try to stick gun powder in it and try to blow the canon up themselves; it is on wheels and would be hard for us to permanently display it. Ms. Orlich stated she spoke with Mrs. Eason about and she suggested the canon be donated to the Great Lake Military Museum. Ms. Orlich stated this is nothing that we can permanently display and she is sure it would be vandalized in some way, shape or form and she just doesn't think it would serve this area with the people we get here and she thinks Mr. Carroll would be upset if he visited Washington Park and saw it with graffiti on it. Ms. Orlich stated if the Board agrees, she will contact Mr. Carroll and give him that other option to possibly have it donated or placed permanently in the Military Museum.

- **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 \$63,894.48.
- **On a motion** made by Mr. Milcarek, seconded by Mr. Dabney and voted unanimously by the Board, the Board approved Payroll #11, 05/03/09 through 05/16/09, in the amount of \$65,421.36.
- **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board agreed to accept a \$1.00 donation from an overpayment of a shelter rental.

- **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 \$10,107.03.

Mr. Milcarek reported invoices totaling \$84,004.00 were paid through the 06/01/09 Board of Works meeting.

Mr. Milcarek reported credit card charges totaling \$1,706.78 were charged to the Park Department's credit card.

Mr. Dabney commented having a canon in Washington Park is not a good idea.

Mr. Milcarek commended the Park Department staff and Zoo Society for working together to reach an agreement.

Mr. Latchford thanked the City Council for funding the second site for City Kids Day Camp. Mr. Latchford thanked Mr. Martinez for his work on the new aviary exhibit. Mr. Latchford thanked Ms. Orlich, Ms. Eason and Mr. Kienitz for writing the articles in the Beach Management series in the News Dispatch.

Mr. Doyle stated he will get a workshop scheduled with the City Council and the Park Department to discuss projects; the sooner the better.

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

Jan Orlich, Superintendent
Michigan City Park Department

Tom Milcarek, Secretary
Michigan City Park Board

Attachments to the June 4, 2009 Park Board meeting:

1. Concrete Constructors Settlement Agreement and Release

2. Concrete Constructors AIA Contract Dated June 1, 2009
3. A. Hattersley & Sons Settlement Agreement and Release
4. A. Hattersley & Sons Construction Contract Dated June 1, 2009
5. History of Parking Operation Bank
6. Preliminary Design for Patriot Park Soccer Building and Parking Lots
7. Claims Docket Allowance for Vouchers Dated 06/04/09

Minutes prepared by Shannon Eason