

**The Michigan City Park and Recreation Board** met in regular session on Thursday, June 18, 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, and Mr. Milcarek (3)**

**Absent: Mr. Dabney (1)**

**Also present were:** Jan Orlich, Superintendent; Joe Doyle, City Council Liaison; Shannon Eason, Director of Administrative Services and Special Projects; Jason Sands, South Shore Sports; Barb Malewicki; Juanita Kreidler; Rachel Halter and Danielle Koonce, Country Lane Carriages; Linda Simmons and Jack Arnett, LaPorte County Convention and Visitor Bureau; Laurie Wink, The News Dispatch; John Rush, WIMS Radio; and Andre Steele, ALCO TV.

- **On a motion** made by Mr. Freese, seconded by Mr. Milcarek and voted unanimously by the Board, the Board approved the minutes of the June 4, 2009 Park Board meeting.

Ms. Orlich reported on the LaPorte County code regarding the splash pad. The code requires one of our employees to be trained as a certified pool operator. Ms. Orlich was certified and her certification expired in November. Ms. Orlich is currently enrolled in the class which is a sixteen week class and she hopes to get done within the next four weeks.

Ms. Orlich stated she would like to discuss the opportunity for the Park Department to seek a liquor license, meaning a two way license, a beer and wine license for Washington Park. Ms. Orlich stated she has spoken with Tom Cipares, our insurance carrier, and he asked how we would handle that and we would handle it in a secured area, being the concession area. Ms. Orlich stated you could not take alcoholic beverages outside of that area; you would have to drink them there. Ms. Orlich stated if we had a function at the Amphitheater where we wanted to serve, we would be able to do so as long as the rules and regulations were followed where we snow fence an area in and contained it to that area and we could virtually utilize this throughout Washington Park. Ms. Orlich stated Mr. Cipares tried to have figures for tonight's meeting but they weren't available but he said it would not be much different from the golf course. Ms. Orlich appealed to the Board to allow the Park Department to secure a two way liquor license for Washington Park and the cost of the license is \$750.

Ms. Kreidler asked if that is a onetime cost.

Ms. Orlich answered it is an annual cost.

Ms. Kreidler asked if we would review this next year to make sure it is worth the cost of having the license.

Ms. Orlich answered we will review it quarterly and annually.

Mr. Latchford stated we will continue to review the costs and make sure there are no problems. Mr. Latchford stated asked how we would monitor the operation as far as people leaving the area when they are not supposed to.

Ms. Orlich stated the concession area will be walled in and it would have to be enforced by the people running the concessions and Ms. Orlich has talked to Shawne Sheldon and our maintenance crew about this; hence the railing area around the concession area. They would actually have to pass through one of two areas to get in or out of the concession area.

Mr. Latchford asked if they would pass by where someone normally would be working.

Ms. Orlich stated yes.

Mr. Latchford asked if would take additional labor for someone to sit and watch.

Ms. Orlich stated no; it would be right past the window of the concession trailer.

Mr. Freese asked if they would have to attend the same training as Jason Richardson's crew had.

Ms. Orlich stated yes.

Mr. Latchford asked Ms. Orlich to explain where this area would be and the plans we have for the food and beverage concessions.

Ms. Orlich stated a portion of the wall was cut out, a 24' area on the east side closest to the volleyball courts and closest to an electrical panel. A 40' x 30' deck is being constructed by the Maintenance Department. We are burying a 400 gallon sediment tank and we will utilize the Sanitary Department to pump that out; that would be for the waste water. The concession trailer will sit on that 40' x 30' deck and we would serve concessions out of that trailer along with beer and wine. We will also have a poured concrete pad for a grill area. Ms. Orlich stated it will be handicap accessible and we are even constructing a handicap table at the edge of the deck overlooking the lake area so a person that is wheelchair bound would be able to wheel right under the table and be able to be served.

Mr. Latchford asked if we can sell packaged beer or wine to take out on the beach.

Ms. Orlich stated we will only sell keg beer in plastic cups.

- **On a motion made** by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board agreed to submit an application for a two way liquor license for Washington Park.

Ms. Orlich stated at our last Park Board meeting she spoke to the Board regarding the expired Memorandum of Understanding with the Zoo Society and a question arose regarding the insurance and ownership of the animals. Ms. Orlich talked to our insurance carrier regarding that and we are covered as owner of the animals so there is no change in premium.

Ms. Orlich reported she discussed with our insurance carrier the splash pad building, it's contents and the splash pad itself and that will be covered under the general blanket coverage of the city which is basically just a nominal fee.

Ms. Orlich reported, on a good note, the Park Maintenance Department has been changing light bulbs on Lake Shore Drive and we ran some amperage tests and found we run 34 to 37 amps per bulb. We decided to change all of that to incandescent lighting. If we didn't it would have cost us \$150 for a transformer for each light, \$40 for the starter and \$22 for the bulb. Ms. Orlich is happy to report to the Board we have changed all of the lights on Lake Shore Drive and the cost for all of the lights was less expensive than repairing them at \$212 per pole. We put in incandescent lights in and the life of those is 5 to 7 years and they only draw 4 to 4 ½ amps so this will be a reduction in energy and labor.

Ms. Orlich reported we took a look at Gardena Park and we took four loads of mulch there and spruced up the play areas and covered the mats under the swings and we repaired some swings. Ms. Orlich stated we are contemplating possibly removing all of the brick work there. We have a lot of vandalism and those bricks are lifted up by vandals and thrown against the other bricks and cracked and we can no longer get those bricks. Ms. Orlich stated we may possibly replace those bricks with a fine crush and run so you walk on it and it won't be a tripping hazard and you can also wheel a wheelchair over that.

Ms. Orlich reported America in Bloom will take place on June 29 and 30, 2009. Ms. Orlich stated Washington Park and the zoo will be at the top of the list for the judging on June 29, 2009. That is going to be a rough day for us because the Mud Bog is being held the previous day. Ms. Orlich stated we will have the Street Department helping us out at 4 a.m. with the street sweepers. Ms. Orlich stated we are going to utilize the golf carts to take the judges around to the various gardens we have in Washington Park, the Port Authority and the zoo. Ms. Orlich stated the committee and the judges will have lunch on the deck at the zoo compliments of the zoo concession stand. Ms. Orlich stated we put together a nice box lunch of sub sandwiches, chips, drink and a brownie. Ms. Orlich stated we will then move on to Friendship Gardens, Franklin Square, Elston Grove, Streibel Pond and a couple of other places and we hope we fare well in the America in Bloom contest.

Ms. Orlich stated the last thing on her agenda is a standard AIA document for the retaining wall at the Amphitheater. We received a bid from Falatovics Construction, L.L.C in the amount of

\$40,159.50. Ms. Orlich stated the time to complete the retaining wall is roughly about 21 or 22 days. This will be a 12' steel column and 8' will be under grade and 4' above grade and what that will do is stop the encroachment of the dune on the amphitheater to as not to compensate the structure. Ms. Orlich stated we would like to move forward with that before we do any other construction at the amphitheater. Ms. Orlich stated we would like to wait until fall for the rest of the project.

Mr. Latchford asked if this can be done with no interruption of the band series.

Ms. Orlich stated she believes so; construction would basically be over at about 3:30 p.m. and the band series is at 8 p.m. and it should be completed in 21 to 22 days so there may be a little bit of a mess but she doesn't believe it will be in the seating area itself. Ms. Orlich stated she will ask Falatovic if it does conflict with a couple of the band sessions to make sure their equipment is not in the way.

- **On a motion** made by Mr. Freese, seconded by Mr. Milcarek and voted unanimously by the Board, the Board approved the attached AIA contract with Falatovic Construction L.L.C. in the amount of \$40,159.50.

Ms. Orlich reported a change order for Wagner Construction. Ms. Orlich received a quote from them in the amount of \$1,400 to stain the exterior trim and soffits and that will also include touch up after installation.

Ms. Orlich stated she is not happy to report we had a drain stolen from the splash pad; it was the very last drain which hadn't been installed. The reason it wasn't installed was Ms. Orlich needed the additional room for the pumper truck and the concrete truck to get in and unfortunately the drain was stolen. Ms. Orlich did file a police report and the amount of the drain is \$425. Ms. Orlich stated we also had some vandalism at Adams Park. It appears a vandal took a bat and started to whack away at the shelter. A board from the shelter was removed and laying on the ground. A small boy walked up to and saw a nail sticking up and thought he would slam his foot on it to get the nail out and the nail went through his foot and he had to go to the emergency room. Ms. Orlich has turned this over to the insurance company.

Ms. Orlich reported there was an accident close to the golf course entrance and a portion of our fence was damaged. Ms. Orlich reported we repaired that in-house at a cost of \$121.80 and we turned that into the woman's auto insurance and they will pay that claim for us.

Mr. Milcarek asked what the drain was made out of.

Ms. Orlich stated it had a lot of copper in it.

Mr. Milcarek asked if anyone has checked with the scrap dealers.

Ms. Orlich stated Mr. Westphal is doing that; they had a similar incident in the past and they found some stolen articles in the past.

Mr. Latchford stated the Board has come to an agreement with Jeffrey Katz to represent the Park Department and copies of the retainer agreement were given to the Board. Mr. Latchford stated the retainer agreement is effective July 1, 2009 through December 31, 2009.

Mr. Milcarek stated he is excited we have a new attorney, Jeffrey Katz. He has a lot of experience with the Michigan City area and the Port Authority; he has represented them for a long time. Mr. Milcarek stated he thinks we are fortunate to have him come on board and he is replacing Mr. Donoghue of course who is retired. Mr. Milcarek publicly thanked Mr. Donoghue for continuing until we found a new attorney.

- **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board agreed to accept the attached retainer agreement with Attorney Jeffrey Katz effective July 1 through December 31, 2009.

Mrs. Eason stated she met with an encroachment property owner, Henry Bindas, on Monday, June 15, 2009. Mr. Bindas had a payment due to us on June 5, 2009 of around \$3,800 and another payment due on July 6, 2009 in the same amount. Mr. Bindas did not have the money to make the two scheduled payments so he came to the park and presented Mrs. Eason a check in the amount of \$500.00 and asked that his payment schedule be extended. Mr. Bindas does have a house in Sheridan Beach that he rents out for \$4,000 per week during the summer months. However, with the economy he has only had one rental for the summer so far. The house is also for sale. Mrs. Eason stated Mr. Bindas has told her he will continue to pay \$500 per month until it is rented or sold and at that time he will pay us in full. Mrs. Eason stated she did accept the \$500 payment and told Mr. Bindas she would ask the Board for approval of a new payment schedule.

Mr. Milcarek stated he has never been one to turn down any money and if he is offering in good faith that he has some problems, and he came to Mrs. Eason with an explanation and Mr. Milcarek feels that is good and let's put him on a new schedule, accept the money he has and go on.

- **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board agreed to accept the \$500 payment and authorized a new payment schedule.

Mrs. Eason reported to the Board the department is currently working on our 2010 budgets and they are due to the Controller's Office on June 30, 2009. Mrs. Eason stated if the Board would like to get involved in any way we will be working on those next week. Mrs. Eason stated we won't have another Board meeting prior to the budgets being turned into the Controller. Mrs. Eason stated we are going to try to finalize those by June 26, 2009 and we will get copies out to the Board members. Mrs. Eason stated it is a very short cycle; we got notification last week.

Mr. Latchford asked what type of guidance was given from City Hall in regard to forecasting, overall, wages, etc.

Mrs. Eason stated they are asking us to cut anything we can cut and we are going through the budgets line item by line item. They have addressed utilities which they do every year and have asked us to use our three highest months of the year and take that times four. They are increasing our water by 7.3%. They have asked us to use our actual 2009 number for liability insurance and worker's comp. Mrs. Eason stated Ms. Orlich attended the Mayor's Department Head meeting where they discussed some shortfalls that will happen next year and she asked Ms. Orlich to elaborate on that.

Ms. Orlich stated basically they told us to be as tight as possible; don't add any fluff; it is going to be a very, very tight funding year.

Mr. Latchford stated that is somewhat more optimistic then he thought; he thought they may be given us an edict to cut 10% or 5%.

Ms. Orlich stated they discussed the last thing they want to do is to have to lay people off; it could get to that but they are working hard not to and employees will see an increase in the insurance portion they have to pay and we're expecting to have a lot of our benefits cut.

Mr. Latchford stated he is sorry to hear that but he understands it.

Mrs. Eason introduced Resolution No. 673 transferring funds in the Park Concession Fund, 1315, from zoo seasonal salaries in the amount of \$5,000 to miscellaneous merchandise in the amount of \$5,000. Mrs. Eason explained this is a typical transfer that we do this time of year when we sell out of product but our sales have not exceeded our projections to do an additional appropriation.

- **On a motion** made by Mr. Freese, seconded by Mr. Milcarek and voted unanimously by the Board, the Board approved the attached Resolution No. 673 transferring funds in the Park Concession Fund 1315.

Mr. Milcarek stated with everything going on with the splash pad, concessions at the zoo and the concessions in Washington Park and some of the other things that were presented such as beer at the golf course and with the budget crunch on, shouldn't we be able to contribute more to our own operating budget this year with all of that.

Mrs. Eason stated we will definitely reflect projected revenues for the splash pad and for alcohol service at the golf course. Mrs. Eason stated we worked diligently last year on our budgets to get to actual figures and not just use a cookie cutter template and just move figures forward each year. Mrs. Eason stated we low balled a couple of our revenue streams last year; our parking revenue last year was up \$50,000 over what we had projected. This year is not looking so good because of the weather. Mrs. Eason stated we are working with actual numbers where we can and trying to get as close as we can and all of those new revenue streams will be added in to offset the budget. Mrs. Eason stated we could only come up with a realistic cut of 6% in our budget when we went through the exercise during the winter. Mrs. Eason stated now we need to

bring in more revenue; we didn't see where we could take a 10% cut without eliminating full time personnel so our approach was to increase revenue and we hope we'll be able to balance that.

Mrs. Eason stated the letters sent out to encroachment property owners threatening collection did prompt payment from a couple of past due accounts. Mrs. Eason stated Attorney Elizabeth Flynn is looking into the collection process for the rest of the past due accounts and Mrs. Eason has not heard back from her.

Mrs. Eason reported Jeremy Kienitz is out on sick leave until Monday. Mr. Kienitz has prepared a contract and Mrs. Eason gave copies to the Board. Mrs. Eason explained this is our typical Major Event Lease that we sign for any other major event that is in the park. Mrs. Eason stated the contract gives South Shore Sports exclusive rights for the concessions in the park for the pin swap party with the exception of our concession stand that we operate; we would retain 100% of the proceeds from that. Mrs. Eason stated the contract specifies our typical \$500 security deposit for any event and the rental fee, which covers our trash pickup, dumping fees, use of shelters, picnic tables and trash barrels, would be \$625. Mrs. Eason stated the insurance requirements must be met and the rest of the lease is identical to every other major event lease. Mrs. Eason spoke with Mr. Kienitz this afternoon and he said he spoke with Jason Sands of South Shore Sports and Mr. Sands was agreeable to the terms of the lease and Mr. Kienitz asked the Board to approve the contract tonight so they can move forward.

Mr. Latchford asked Mr. Sands if this event hosts roughly 6,000 people and asked him to explain what a pin swap is.

Mr. Sands stated it is a traditional event they hold with the World Series as it travels to different communities. This is the one event they always have. Mr. Sands stated last time it was held here we estimated 6,000 people and we expect the same number this time. The participants come out and they have their pins from their communities and their teams and they swap them with the other participants. This is a nice event for them to meet each other.

Mr. Latchford asked what day the event would be held on.

Mr. Sands answered the event will be held on Wednesday, July 22, 2009 from approximately 6 to 9 p.m.

Mr. Jack Arnett of the LaPorte County Convention and Visitor's Bureau requested the Park Board table this tonight so he can have a chance to look over this stuff and have some input on this. Mr. Arnett stated the document that he believes was presented at the last public meeting that was presented by Lake County Convention and Visitor's Bureau had some things in there that were very concerning and he would like to have the chance to have some input on that. Mr. Arnett respectfully asked the Board to table the agreement.

Mr. Latchford stated unfortunately time is working against us in this regard because our next public meeting is July 2, 2009 and the pin swap is July 22, 2009 and that does not give us enough

time so he is not in favor of tabling it and obviously it is not Mr. Latchford's decision, it is the Board's decision. Mr. Latchford stated he would not entertain a motion to table it.

Mr. Arnett stated if we can't agree to table it then he would like to talk about some issues because they have some concerns. Mr. Arnett stated he was hoping we could do this in a venue that would give us some time to have some dialogue.

Mr. Latchford stated, as he mentioned, there is a timing issue; it should have been passed two weeks ago and we tabled it so we could work out some of the details which we have done. Mr. Latchford stated he is afraid if we table it again it would put the organizer and us in a spot where it would jeopardize the event and it wouldn't be held here.

Mr. Arnett stated before the Board votes on this he would like to speak.

Mr. Latchford told Mr. Arnett he is more than welcome to speak.

Mr. Arnett stated given the fact that we had an agreement, yourself (Mr. Latchford), myself and Mr. Joe Doyle, that any other contracts of this nature, or any requests of this nature from other convention and visitor's bureau would be forwarded to us so we could have this type of dialogue, we wouldn't have been in this position that we are now, if they had been notified before the last meeting when this came up; they had no knowledge of it whatsoever.

Mr. Latchford stated, with all due respect, you and I have talked about this matter and we tried to notify you, we felt we did notify you this past spring that this event would be held, under the same exact conditions as the last time we held it two years ago and now he understands that Mr. Arnett has a different recollection of the verbal conversation they had and Mr. Latchford can't do anything to reconcile that tonight. Mr. Latchford stated we did make every attempt to notify you that this was coming and it would be under the same terms and conditions as the last time and that was this spring.

Mr. Arnett stated we were here for a triathlon meeting and on the way out Mr. Kienitz made some comments about how upset the director from Lake County would be about this.

Mr. Latchford stated this, again, is where there is differing recollections of that conversation and Mr. Latchford stated he was not there.

Mr. Arnett stated he was there and so was Jason Miller.

Mr. Latchford stated he understands but there are two different variations of the conversation and maybe our fault is that we should've documented it in writing and that way there would be no misunderstanding.

Mr. Arnett stated what he is more concerned with is it is certainly troublesome that weren't able to continue with the agreement that we had; the one Mr. Latchford, Mr. Arnett and Mr. Doyle

worked out to keep the City Council from passing a resolution last time; we hammered out an agreement and we all thought that was going to take care of all of this.

Mr. Latchford stated we feel we have been working with you and he felt the cooperation between us is good and again, maybe the fault on our part was not documenting in writing that communication.

Mr. Arnett stated with regard to the contract and he is not sure what this contract is but he thinks the one that Lake County presented called for them to have exclusive rights to come into LaPorte County and specifically into Michigan City and solicit dollars for sponsorships and half of those dollars would go back to Lake County. Mr. Arnett asked Mr. Latchford if that is still on the table.

Mr. Latchford stated he believes the language is for this event in Washington Park and they would be the controlling entity for sponsorships; they would retain all of the revenue for this.

Mr. Arnett stated that means they can start soliciting right now up through this event in our county for sponsorship dollars.

Mr. Latchford stated exclusively for the pin swap in Washington Park.

Mr. Arnett stated even for the same dollars that we are soliciting for the triathlon and the boat race where we are in partnership with you.

Mr. Latchford stated absolutely you are a good partner.

Mr. Arnett stated he also understands the contract gives them exclusive rights to decide who the vendors are.

Mr. Latchford stated besides the Washington Park concession operation.

Mr. Arnett stated it also gives them exclusive rights to decide who will attend and be at the event.

Mr. Latchford stated this is an open event for any LaPorte County or Michigan City resident; it is not an exclusive event; there are no limitations. It is not an exclusive event for the N.S.A.

Mr. Arnett asked what if they want to be part of this event.

Mr. Latchford stated he would welcome him to call South Shore Sports and we would welcome your participation. Mr. Latchford stated he thinks LaPorte County CVB could add tremendous value to this event.

Mr. Arnett stated that was the arrangement we worked out; that our participation would be in all of these events and having said all that, obviously they have concerns with Lake County coming

in here and doing soliciting in LaPorte County with our partners and our folks and taking that money out of LaPorte County and putting it in Lake County. Mr. Arnett stated they have a real problem with not being part of this and in the real world they are absolutely not going to be a part of this, we all understand the situation with Lake County and they have to apply to them to be a part of this and they won't be. Mr. Arnett stated they absolutely want to have some time to think this over and work with you all and see if we can work through some of these concerns on this contract. Mr. Arnett stated a few days in their opinion is not the end of the world given the fact that we were not told about the last meeting; we didn't know it was going to be on the agenda; we weren't notified, we certainly weren't notified of this, certainly not. Mr. Arnett stated he knows there is public notice given all of the time but given our relationship and the arrangement Mr. Arnett thought we had you would think they would have at least been given a heads up so we could iron some of this out ahead of time so all he is asking is that you give us a chance to work with you, come to some sort of arrangement so we can move forward with these type of things, including this event.

Mr. Latchford asked Mr. Arnett is he is asking them to table the agreement.

Mr. Arnett stated yes, please.

Mr. Latchford stated again he has to fall back on the fact that the next Board meeting isn't until July 2, 2009 and that gives them two to three weeks and we can't afford that.

Mr. Arnett asked if this is a one day event.

Mr. Latchford stated yes, about three hours.

Mr. Arnett stated so effectively we are giving Lake County a chance to come in here and solicit money out of LaPorte County for six weeks for a three hour event during the middle of the week that might not create any room nights.

Mr. Latchford stated Mr. Arnett may look at it that way and Mr. Latchford looks at it as providing an event, not only for the N.S.A., but also for anyone from Michigan City and LaPorte County to come down and enjoy it and we are giving South Shore Sports an opportunity to cover their costs and this is bringing a great event to showcase Washington Park, to showcase our new splash pad and the zoo; it is bringing tourist into Michigan City and that is the way Mr. Latchford looks at it. Mr. Latchford stated if Mr. Arnett is looking at competing dollars he certainly understands because in today's economy any sponsorships are very difficult but that is where he thinks the sponsors will pick and choose where they get their biggest bang for the buck. Mr. Latchford stated obviously we are all out for sponsorship dollars and everyone is competing against each other.

Mr. Arnett stated that is a good point and that is exactly why we raised this question last time because their partners, the folks that run businesses here, came to us and said that because the Park Department previously signed contracts with Lake County it opened the door for those folks to come in here and knock on their door and ask for money and not only was it confusing but

they understand our people at Premium Outlets and Blue Chip and all the folks that are getting their doors knocked on all understand we are all competing for a certain amount of dollars and that is problematic when we are doing the same thing. Mr. Arnett asked why are we opening the door for Lake County to come in here and do that. Mr. Arnett stated let's go back to the two contracts that you last approved here for Lake County; there was a lot of fall out that we were left to deal with; they brought in third party vendors or associates to handle things and we had to go back to our hoteliers and collection agencies and attorneys that followed up on them.

Mr. Latchford stated we have not entered into a contract with South Shore Sports prior to this or even with Lake County. They were the sponsor but we didn't have any contractual relationship whatsoever.

Mr. Arnett asked where is the protection that has changed from then to now to keep these same type of folks who come in here and do this soliciting and kick-back schemes that they work out with the teams and when they leave the hotels they owe money and they come to us and say how do we get this money back, where is the protection.

Mr. Latchford stated he is not aware of that situation to any extent where the Park Department can help there but you are in the position to help our local hotels and I would hope you do.

Mr. Arnett stated we do; we did that last time and that is what we are trying to avoid is having to go through that again. Mr. Arnett stated it is pretty hard for us, not being a party in this at all, to go back and explain to them why somebody made an agreement with them that offered money or whatever it is.

Mr. Latchford stated we are not privy to those agreements. Mr. Latchford stated he hasn't seen those agreements and we didn't enter into agreements.

Mr. Arnett stated but you are authorizing a contract to let somebody else do it.

Mr. Latchford stated we are entering an agreement, and obviously there is a lot of background here and there are a lot of different parties involved but Mr. Latchford is looking at an agreement with South Shore Sports to bring a wonderful event to Washington Park. Mr. Latchford stated he thinks tabling it would jeopardize everything; he is almost certain of it. Mr. Latchford has been in contact with officials from the N.S.A., South Shore Sports and Mr. Arnett and knowing this would come to this point we had to make a decision here at the Park Department and he is recommending that we don't table this and we enter into an agreement based upon all of the conversations he has had with Mr. Arnett and with South Shore Sports and the N.S.A.

Mr. Arnett told Mr. Latchford he respects his position.

Mr. Sands asked if he could clarify a few things to make sure the facts are straight. Mr. Sands stated in regard to the hotels for the last N.S.A. World Series when it was in the area South Shore Sports did not manage the hotel booking system for that event, they helped the third party get the information out to the hotels and actually the LaPorte County hotels were actually working with

the LaPorte County CVB on that; they sent the information out to their own hotels and he has the documentation to prove that if necessary but South Shore Sports did not handle the housing. Mr. Sands stated because there were so many problems, not just in LaPorte but also in Lake and Porter Counties, they have gone to the N.S.A. this time and said let's not have that person handle the housing anymore. Mr. Sands stated they have their own housing bureau that can handle this and they have booked over 20,000 rooms in the system and never had an issue so they are handling housing this time around and as far as he knows there are no issues so far. Mr. Sands stated they actually have, as it stands right now, over 5,000 rooms booked for their tournament through their system and many of those rooms are in LaPorte County. Mr. Sands stated in regard to the actual event here at Washington Park, this is an event that is part of the overall World Series that is bringing room nights to LaPorte County so it is not an event that is just specific to that one evening and that event actually has the option to go wherever they like and it was N.S.A.'s request to bring it back to this area because they had such a good time last time. Mr. Sands stated as far as the partners go, they do have several partners in LaPorte County that are partners of Lake County CVB. Mr. Sands stated he met with Blue Chip the other day and they said they would love to have an event with 6,000 people a couple of blocks from their facility and he has talked to Lighthouse Place several times and they actually wanted to host this event and Mr. Sands talked to them about their standing offer to host it as well and Galveston is also a very good partner and is actually excited about this event as well. Mr. Sands stated to clarify some partnership issues and sponsorship, the sponsorship that they would be looking at for this event, and we put \$15,000 up for a bid fee to get this event that books rooms in Lake, Porter and LaPorte County as well as across the border in Michigan and Illinois, so they are trying to recoup that cost and get some sponsorships to support that event and we find that people are very receptive to supporting an event that has so many people in the area and has such a great draw.

Mr. Milcarek stated he thinks at this late date it is unfortunate that communications didn't follow through, but at this late date if we don't get going here we may not only hold this in jeopardy, but other things. Mr. Milcarek stated people might get the idea that we are not reliable when we schedule an event. Mr. Milcarek stated what he would like to do is to make a request and he would be very surprised if we didn't host this event again next year because it is a very popular event and he would like to request that both of you (Mr. Arnett and Ms. Simmons) get involved as early as possible knowing that this will be coming next year so that none of this happens and we will officially notify you but since it seems as if it will be a yearly event he doesn't want this to happen again; he wants everything to stay in LaPorte County too but at this late date it is very difficult but please, we have worked with you before, and we want to be good partners. Mr. Milcarek stated he has worked with Ms. Simmons on many projects and this isn't meant to deter our relationship or anything like that it is just something we need to get on with and make sure you are totally involved in everything.

- **On a motion** made by Mr. Freese, seconded by Mr. Milcarek and voted unanimously by the Board, the Board approved the attached 2009 Major Event Lease Agreement for the 2009 World Series Pin Swap Party in Washington Park on Wednesday, July 22, 2009.

Mrs. Eason reported the Board received a request in their packets from Country Lane Carriages. The request included some insurance documents and the request is basically to have some

carriage rides from the old Yacht Club property down to Lake Avenue, through Sheridan Beach and back. The route does go through Park Department property so they are seeking our permission to do that. Mrs. Eason stated two representatives are here tonight to answer any questions the Board may have. Mrs. Eason stated also included in the Board's packet is a contract that we had with Sombri Stables back in 2003 so we have done something similar to this and if the Board would entertain a new contract that would give you some language.

Mr. Latchford stated Rachel Halter and Danielle Koonce, co-owners of Country Lane Carriages submitted a lot of details and he asked them to tell the Board a little about what they plan to do.

Ms. Koonce stated they actually run in New Buffalo so they have a carriage route that is started but they would like to bring it back to LaPorte County by running an additional route. Ms. Koonce stated they are asking permission to have one vehicle to run, one horse drawn vehicle, to be allowed to run from the Yacht Club down to where Swingbelly's used to be, around the block, and back. Ms. Koonce stated they do provide rubber shoes on the bottoms of our horses and manure catching devises so there is nothing left behind and their vehicle is marked with slow moving vehicle signs.

Mrs. Eason asked Ms. Koonce if they approached the Board of Works.

Ms. Koonce stated they have approached the Board of Works and they are waiting to hear back from them.

Ms. Malewicki stated it sounds like a nice idea.

Mr. Latchford asked if the horses would be trailed in and out every day.

Ms. Koonce stated they live just outside of Michigan City and they would bring the vehicle and horse in daily.

Mr. Latchford stated he assumes they will only run on nice days.

Ms. Koonce stated if the weather is inclement they won't operate.

Mr. Latchford asked Ms. Koonce if they have had the opportunity to see our previous lease agreement.

Ms. Koonce stated no, she has not.

Mr. Latchford stated he thinks this is a nice idea. Mr. Latchford asked if tonight we are looking for the Board's approval contingent on the Board of Works' approval.

Mrs. Eason stated that is correct and she thinks we should do that by the July 2, 2009 meeting so they can get started.

Mr. Latchford asked if the Board of Works passes this if this would be on the Board's July 2, 2009 agenda for approval of a contract.

Mrs. Eason stated that is correct. If the Board of Works approves this she will prepare a contract and bring it to the Board for approval.

Mr. Milcarek asked if they had thought of going anywhere else outside of the park like Blue Chip or Premium Outlets.

Ms. Koonce stated they were asked by Blue Chip if they would be interested if there were weddings held there and they have considered that but have not done it yet.

- ❑ **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board agreed to the concept of a horse and carriage ride in Washington Park contingent on approval from the Board of Works and contingent on negotiating contract terms with County Lane Carriages.
- ❑ **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 \$73,778.72.
- ❑ **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board approved a correction to Payroll #11, 05/03/09 through 05/16/09, in the amount of \$55.28.
- ❑ **On a motion** made by Mr. Milcarek, seconded by Mr. Freese and voted unanimously by the Board, the Board approved Payroll #12, 05/17/09 through 05/30/09, in the amount of \$80,466.44.

Mrs. Eason read the following minor transfers into the minutes:

DECREASE GOLF

1314 0000 01 411.016	Overtime	\$4,000.00
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INCREASE GOLF

1314 0000 01 413.003	Unemployment	\$4,000.00
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DECREASE PARK MAINT

1301 0805 02 423.003	Small Tools	\$1,000.00
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1301 0805 02 422.035	Misc Other Supplies	\$1,000.00
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1301 0805 01 412.023	Buy Back Vacation	\$5,000.00
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INCREASE PARK MAINT

1301 0805 02 423.002	Repair Parts	\$2,000.00
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1301 0805 01 413.033	Unemployment	\$5,000.00
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- **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 \$297.45.

Mr. Milcarek reported invoices totaling \$92,925.95 were paid through the June 15, 2009 Board of Works meeting.

Ms. Malewicki commented that she admires and appreciates the forward thinking of Ms. Orlich, our new Park Superintendent, and Mrs. Eason and the Board in maintaining the integrity of the Amphitheater and creating revenue.

Mr. Milcarek reported he too is impressed with our new Superintendent and her staff; Mrs. Eason and the rest. Mr. Milcarek commented he has to give her kudos; she is a breath of fresh air. Mr. Milcarek stated regarding the LaPorte County CVB he is just so sorry that we didn't get together sooner and he apologized for any problems and he is going to work diligently so we have a closer relationship so something like this doesn't happen.

Mr. Freese stated he feels the same way; it is a shame and we'll correct that situation.

Ms. Orlich stated she would like the Board to know with the minor transfers that Mrs. Eason brought up, the current extensions by the government in unemployment has taken a toll on our budget and after further investigation we found out that the Park Department, because of their seasonal employees, pays an awful lot in unemployment compensation. This is not insurance, we pay the entire claim so that is something we have to look at in preparing our budget. Ms. Orlich contacted Tom Cipares and asked him if there is anything we can do as a Park Department since we carry so many seasonal employees to somehow rectify this because this is a problem that is ongoing with the many extensions the government has passed in unemployment and it is something we will not see leaving us for awhile so it does take a bite out of our budget and therefore we have had to find ways to transfer money and move money around to pay those unemployment claims. Ms. Orlich stated you have to pay those claims but it is unfortunate so much of our budget is going into unemployment and it is a shame our Country is in the financial state that it is. Ms. Orlich stated this is something that we are concerned about and will further investigate.

Mr. Latchford asked if Mr. Cipares gave us any opinions, guidance or hope that we can do something.

Ms. Orlich stated we just found this out from the Personnel Department, that we pay the entire claim so she appealed to Mr. Cipares in an email in hopes to get a response from him in the next couple of days and she will report that at the next Board meeting.

Ms. Orlich stated she has developed a very close relationship with Jack Arnett and Linda Simmons and the LaPorte County CVB. Ms. Orlich stated this upsets her very much and she does not want it to harbor any of our relationships or further endeavors. Ms. Orlich stated she

plans on working with the LaPorte CVB. Ms. Orlich stated she spoke with Ms. Simmons a couple of weeks ago about a couple of ideas Ms. Orlich has had and she feels we can move forward and she doesn't want this to harbor our relationship because she thinks we can only provide great programming to Michigan City and LaPorte County as a whole. Ms. Orlich stated anything she can do to help or further opportunities she is definitely at their disposal.

Mr. Arnett stated since Ms. Orlich opened the dialogue he would like to say that Ms. Orlich is a complete breath of fresh air and it has been fantastic working together. Mr. Arnett stated there is a problem here and it is ongoing and he hopes he heard correctly here that we are going to work it out. Mr. Arnett stated Ms. Orlich has been outstanding and he thanked her.

- **On a motion** made by Mr. Freese, supported by all members of the Board, there being no further business, the meeting was adjourned at 5:55 p.m.

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Jan Orlich, Superintendent  
Michigan City Park Department

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Tom Milcarek, Secretary  
Michigan City Park Board

Attachments to the June 18, 2009 Park Board meeting:

1. AIA Contract with Falatovic Construction, L.L.C. for Retaining Walls at the Amphitheater
2. Retainer Agreement with Jeffrey Katz
3. Resolution No. 673 Transferring Funds in the Park Concession Fund 1315
4. South Shore Sports Contract for 2009 World Series Pin Swap Party in Washington Park
5. Request Submitted by Country Lane Carriages to Operate a Horse and Carriage Ride in Washington Park
6. Claims Docket Allowance for Vouchers

Minutes prepared by Shannon Eason