

REGULAR MEETING – January 5, 2009

The Board of Public Works and Safety of the City of Michigan City, Indiana, met in REGULAR SESSION on Monday morning, January 5, 2009, at the hour of 9:00 a.m., in the Council Chambers, in the City Hall Building, located at 100 East Michigan Boulevard, Michigan City, Indiana - a regular meeting room of this Board.

The meeting was called to order by Anthony Metzcus, who presided.

Noted Present: Anthony Metzcus, President; Mayor Charles Oberlie, Member; and John Schaefer, Member (3).

Absent: None (0).

A QUORUM WAS NOTED PRESENT.

Also noted in attendance:

John Espar, Corporate Counsel
Sgt. Jeff Loniewski, Traffic Division, M.C.P.D.
Officer Shane Washluske, Traffic Division, M.C.P.D.
Bill Phelps, City Engineer
Al Walus, General Manager, Sanitary District
John Pugh, Director, Planning and Inspection
Dave Lamb, Fire Chief, M.C.F.D.
John Regetz, Director, M.C. Economic Development Corporation

Ron Miller, WEFM

Thomas Fedder, City Clerk
Kim Sliwa, Asst. Deputy City Clerk

APPROVAL OF MINUTES

Mr. Schaefer moved the minutes of the Special Meeting of December 30, 2008 be approved as printed. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

ELECTION OF OFFICERS

Mayor Oberlie made the motion to retain the current officers of the Board, with Mr. Metzcus retaining the position of President and John Schaefer as Vice President; seconded by John Schaefer and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

CONTRACT AGREEMENT – ECONOMIC DEVELOPMENT CORPORATION

Mayor Oberlie addressed the Board regarding the specifics of the Annual Contract with the Michigan City Economic Development Corporation. The following contract was submitted for the Board’s approval:

CONTRACT FOR
PROFESSIONAL COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES
BY AND BETWEEN
THE CITY OF MICHIGAN CITY AND
THE MICHIGAN CITY ECONOMIC DEVELOPMENT CORPORATION

THIS CONTRACT, entered into as of 1st day of January, 2009, by and between the City of Michigan City, Indiana, acting by and through the Board of Public Works and Safety of “Michigan City,” and the Michigan City Economic Development Corporation, (hereinafter referred to as the “Corporation”).

WHEREAS, Michigan City has a need for professional consultant services to perform community and economic development activities in Michigan City, Indiana; and

WHEREAS, Michigan City desires to engage in certain activities necessary for development of the community and economic base of Michigan City, Indiana; and

WHEREAS, Michigan City desires to engage the Corporation to render such professional consultant and marketing services for Michigan City;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. SCOPE OF SERVICES

The Corporation shall assist and advise Michigan City in economic development activities, and shall coordinate economic development activities for Michigan City, which shall include the following:

1. Industrial Recruiting and Plant Expansions:

The Corporation shall work with, and act as, the coordinator of industrial recruiting and expansion activities for the City of Michigan City. These activities shall include actively seeking new industry to locate in Michigan City and assisting local industry with plant expansions.

The primary objective of this activity is:

- (a) To retain the jobs currently located in Michigan City;
- (b) Provide expansion opportunities to local industry that will result in more city jobs;
- (c) Recruit new industry to locate in Michigan City resulting in an expanded tax base; and
- (d) Increase in job opportunities for residents.

2. Infrastructure Development:

The Corporation shall work with Michigan City to develop plans to address efforts to return vacant, abandoned or depressed lands and properties, including “brownfield sites, “ to economic viability, as related to the overall community and economic development of Michigan City.

3. Tax Abatement:

- (a) Assist the Common Council in its oversight responsibilities of tax abatement recipients, including collection, compilation and report of State Forms, *CF-1* and *SB-1* for compliance with the recipient’s *Statement of Benefits*.
- (b) Submit a semi-annual report to the Common Council and/or Board of Public Works and Safety, detailing new investment activity and visits to existing companies.

B. TIME OF PERFORMANCE

The services of the Corporation are to commence on January 1, 2009 and shall be completed in a timely manner as required by the Common Council or Board of Public Works and Safety, but shall not extend beyond December 31, 2009.

C. COMPENSATION

This is a fee for services contract. As compensation for the services rendered, Michigan City shall pay the Corporation for the performance of such categories or projects set forth in Exhibit “A” attached hereto and incorporated herein; provided that, the total amount for such services during the term of this contract shall not exceed the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00). The

Corporation shall submit invoices to the Michigan City Controller for the services performed on a periodic basis, not more often than quarterly, utilizing claim forms acceptable to the Indiana State Board of Accounts and the Michigan City Controller, identifying and designating the performance, in part or in whole, of such projects as are set forth in Exhibit “A.”

D. REIMBURSABLE EXPENSES

The Corporation will be responsible for the payment of all expenses incurred in fulfilling the obligations of the Corporation under the terms of this Contract.

However, parties recognize that the Corporation may wish to pursue extraordinary opportunities to recruit international or interstate businesses to the City of Michigan City, either by direct solicitation of such businesses or by participation in trade shows offering general promotional access to multiple business of the same industry. The parties anticipate that additional compensation to reimburse for extraordinary expenses incurred by such activities may be independently authorized by joint agreement of the Corporation and Board of Public Works and Safety on a case-by-case basis. Such changes which are mutually agreed upon by and between Michigan City and the Corporation shall be incorporated in written addenda to this contract.

E. CHANGES

Michigan City may, from time to time, request changes in the Scope of Services, Section A of this Contract, to be performed by the Corporation hereunder. Such changes, including any increase or decrease in the amount of the Corporation’s compensation, which are mutually agreed upon by and between Michigan City and the Corporation shall be incorporated in written addenda to this contract. The Corporation may request a change in the maximum amount payable by Michigan City in the event that said maximum amount does not provide just compensation for services provided hereunder. Such changes which are mutually agreed upon by and between Michigan City and Corporation shall be incorporated in written addenda to

this contract.

F. PERSONNEL

The Corporation represents that it will be responsible for execution of services under this Contract. All services required hereunder will be performed by the Corporation for its agent and all individuals engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

G. CORPORATION RECORDS MAINTENANCE

The Corporation shall maintain accounts and records, including personnel, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting. These records will be made available for audit purposes and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Corporation under this Contract are confidential and the Corporation agrees that they not be made available to any individual or organization without prior written approval of the City of Michigan City.

I. COPYRIGHT

No report, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Corporation.

J. COMPLIANCE WITH LOCAL LAW

The Corporation shall comply with all applicable laws, ordinances and codes of the state and local government.

K. TERMS AND TERMINATION

This Contract shall expire December 31, 2009.

IN WITNESS WHEREOF, the City of Michigan City by the Board of Public Works

and Safety and Corporation has executed this Contract as of the date of first written above.

EXHIBIT “A”

<u>PROJECT</u>	<u>FEE FOR SERVICE</u>
Business Visitation Program Retention & Expansions	\$12,000
Economic development representation at targeted industry trade shows and conferences and with site selectors	\$15,000
Michigan City Recognition Events	\$18,000
Infrastructure development	\$10,000
Tax abatement forms, compliance and review	\$15,000
Promotions/advertising and research	\$20,000
Brownfield redevelopment grant management services and program administration	\$10,000
ANNUAL CLAIMS FOR ALL SERVICES	\$100,000

Mayor Oberlie explained to the Board that this is an annual renewal of a contract with the terms and conditions being the same as before and moved to approve; the motion was seconded by John Schaefer and carried as follows: **AYES: MEMBERS Metzcus, Oberlie, and Schaefer (3). NAYS: None (0). Motion carries.**

Mr. Tony Childers, Tony’s Outboard Motors, 205 Douglas Avenue, addressed the Board with questions regarding the fees to be paid to the Economic Development Corporation.

Mayor Oberlie explained the fees to Mr. Childers.

Mr. Childers then addressed the Board with questions concerning the development of the Lakeshore and the Dunes access to the west beach.

There was discussion between Mr. Childers, the Mayor and Corporate Counsel with regards to the current annual contract with the E.D.C. and their roll in the development of business and industry in Michigan City and the surrounding area.

GRANT AGREEMENTS – W.E.F.M. Trail Creek Preservation and South Shore Railroad Trail Creek Preservation

Mr. John Pugh, Director, Planning and Inspection Department, addressed the Board to present two (2) grant agreements from the D.N.R. (Department of Natural Resources) through their Lake Michigan Coastal Program. Mr. Pugh explained that the Grant Agreements would be between the D.N.R. and the City of Michigan City and involves acquisition funds for wetlands along Trail Creek. Mr. Pugh explained to the Board that they are in the process of having surveys done to determine the exact locations, and they want to proceed with this; the grant agreements state that the land acquisitions have to be completed by June 2009. Mr. Pugh asked the Board for their approval.

Mayor Oberlie explained that this relates to the new fishing access sites that have been opened on Karwick Road; there is a bridge project pending to join another fourteen (14) acres to the afore mentioned property.

Mr. Pugh explained that this is not only a preservation project to preserve these wetlands, but also to provide public access in terms of fishing and potentially hiking. Mr. Pugh stated that the agreement before the Board today is simply a Grant Agreement to provide funds to acquire these properties, which is the first step.

Mr. Tony Childers, Tony's Outboard Motors, 205 Douglas Avenue, addressed the Board regarding the WEFM/Trail Creek Preservation Grants.

Discussion ensued between Mr. Childers and the Board Members with regards to how the parks have been funded; and the progress of the west side beach access.

Mayor Oberlie explained that through his office he has asked the Governor's office to get involved in the issues between Federal Highway and INDOT relating to easement language that is holding up the Singing Sands Trail. The construction process has not been started due to not being able to get INDOT and the Federal Highway to agree to the language with NIPSCO, allowing for the use of NIPSCO's land.

Mr. Schaefer made the motion to approve the two (2) grants. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

ENGINEERING AGREEMENT – Woodlawn Avenue and Hitchcock Street, Design of Safety Improvements

Mr. John Pugh, Director, Planning and Inspection Department, addressed the Board with an Engineering Agreement between Butler, Fairman and Seufert, Inc. of Indianapolis and the City of Michigan City for the design of safety improvements under the Highway Safety Improvement Program for the intersection of Woodlawn Avenue and Hitchcock Street. Mr. Pugh stated that this is for the design phase of the project; for approximately \$9,350.00. Mr. Pugh presented the Board with the agreements and asked for their approval. Mr. Pugh explained the Grant Funds for the implementation process of this project.

Mr. Jake Dammarell, Construction Engineer, for Butler, Fairman & Seufert, Inc., addressed the Board stating the financial split for this project is ninety/ten (90/10). Mr. Dammarell also address the "Singing Sands" trail; stating he is involved with NIRPSY also.

Mr. Metzcus made the motion to approve the agreement. The motion was seconded by Mr. Schaefer and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

REQUEST FOR HANDICAP PARKING

Mary Brawn, 1710 Kentucky Street, requests a handicap parking space and road repair in front of her residence. Ms. Brawn submitted the following letter:

I am writing to you about a problem we have. I live in the 1700 block of Kentucky Street. At the end of our property I have gravel and then the street. My house also has a ramp on it because I use a wheelchair. I am still able to stand up to get into a van because I don't drive. On several occasions I have lost my footing on the gravel and I also have fallen. In the winter the gravel gets pushed away by the plows and in the spring the gravel gets washed away by the rain. The gravel is gone and you can see two or three inches of the road. And that is not safe for anyone. I really would like to know how I can get the gravel paved and a handi cap parking. I really am afraid of the gravel. The gravel is not my property. I have problems with the street department in the winter that they don't want to plow the gravel. So it becomes a hazard to anyone that walks on it because of ice and snow. If I fall and hurt myself, who will pay for my hospital bill? I have tried in the past to get someone to inspect the problem, and we never received a call back. I truly believe this matter needs to be looked at before someone really gets hurt bad.

Mr. John Pugh, Director, Planning and Inspection Department, addressed the Board stating that because there is the issue of road repair he asked the Board for additional time for Planning, Engineering and M.C.P.D. Traffic Division to look into the matter.

Mayor Oberlie would like to take this opportunity to expand this particular issue, indicating to the M.C.P.D. Traffic Division and the Street Department, on inquiries to how the City coordinates snow removal in handicap areas. The Mayor would like to see something put together in a policy form for this.

Mayor Oberlie made the motion to TABLE the item for two (2) weeks to allow the appropriate department's time to investigate, and compile their recommendations. The motion was seconded by Mr. Schaefer and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

REQUEST FOR HANDICAP PARKING SIGN

Pat Snyder, 405 E. 9th Street, requests a handicap parking sign be placed in front of her residence. Mrs. Snyder submitted the following request:

I would like to request a handicap parking sign in front of my residence: 405 E. 9th Street. I am handicap with a handicap license plate. On numerous occasions, neighbors and their visitors have been parking in front of our home, forcing me to park elsewhere. It would be best if my husband and I could park directly in front of our house.

Mr. John Pugh, Director, Planning and Inspection Department, addressed the Board stating this request was TABLED from December 30, 2008. Mr. Pugh informed the Board that the M.C.P.D. Traffic Division made their recommendation and since that time the Planning Department has had time to look at this request and agree with the Police Department that it is needed and recommends approving the request.

Mayor Oberlie made the motion to approve the request. The motion was seconded by Mr. Schaefer and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

CLAIMS AND PAYROLL

Mr. Schaefer, moved that the claims set forth in the Register of Claims (in possession of the City Controller) and appearing in the Register be severally allowed and ordered paid and proper warrants for payment thereof hereby ordered issued in the stated amounts to person(s) and/or firm(s) as set forth, and payrolls approved. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

The Board signed: Payroll items in Register of Claims for informational purposes (which Register is in the possession of the City Controller) as follows:

Page	Date	Amount
1 of 7	01/02/2009	\$388,645.81

Allowance of claims as set forth in the Register of Claims as follows:

Page	Date	Amount
1 of 1	12/30/2008	\$734,635.46
1 of 1	01/02/2009	\$170,068.09

OTHER BUSINESS

Mr. John Pugh, Director, Planning and Inspection Department, informed the Board there were two (2) street light requests from the year 2008, and presented the Board with the following:

Street light request - Request for street light in the 100 block of Ford St.

Existing conditions:

- Ford St. is one city block long with only one structure (residence).
- Intersection; Ford St., Chicago St., and Cooper St. are lit through NIPSCO pole #'s 955/915, and 226/262.
- Intersection; Ford St. and Columbia St. lit through NIPSCO pole # 243/967. Pole is listing, what appears to have been in collision.
- Ford St. has a 50' R.O.W.
- Columbia St. has a 50' R.O.W.; however, near intersection with Ford St., R.O.W. narrows to 25'.
- Turning Radius at Columbia St. and Ford St. is 15'+/-.
- Columbia St. pavement edge to edge measurement 18'+/-.
- Currently on-street parking is allowed.

Suggestions:

- Request M.C.P.D. Night Shift to monitor lamps function.
- Request NIPSCO to check lamps wattage and plumb pole #243/967 along with protective bollards.
- Install "No Parking from Corner to Here" signage along Western edge of Columbia St. from Ford St. intersection approx. 100'.

Mr. Pugh informed the Board that at this time he is not recommending any additional lighting; the recommendation is to work with what is there, and see what's working; install a sign and make some corrections.

Mr. Schaefer made the motion to accept Mr. Pugh's recommendations. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

Street light request - 1029 N. Roeske Trail

Existing Conditions:

- Address is in mid-block.
- Power grid/easement located to the rear of homes.
- Nearest lamp at intersection Jackpine in Town of Pottawattomie Park and Roeske Ave., NIPSCO pole # 226/623.

Suggestions:

- Request NIPSCO to investigate possibility for egress/easement between property owners for installation of overhead power line, pole and lamp.
- Suggest to property owner the installation of private ornamental fixture.

Mr. Schaefer made the motion to accept Mr. Pugh's recommendations. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

ADJOURNMENT

The presiding officer inquired whether there was anything else to be considered by the Board at this time and, there being none, declared the meeting ADJOURNED (approximately 9:30 a.m.).

Thomas F. Fedder, City Clerk