

# REGULAR MEETING – JANUARY 19, 2010

The Board of Public Works and Safety of the City of Michigan City, Indiana, met in REGULAR SESSION on Monday morning, January 19, 2010, 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 President, Tony Metzcus, who presided.

**Noted Present:** Tony Metzcus, John Schaefer, and Mayor Charles Oberlie, (3).

**Absent:** none (0).

## A QUORUM WAS NOTED PRESENT.

Also noted in attendance:

John Espar, Corporation Counsel  
Sgt. Jeff Loniewski, M.C.P.D. Traffic Division  
John Pugh, Director, Planning & Inspection  
Russ Hatfield, Code Enforcement Officer  
Dave Lamb, Fire Chief, M.C. Fire Department  
Jack Kahn, Director, Street Department  
Jim Elwell, Director, Central Maintenance  
Al Walus, General Manager, Sanitary District  
Walter Gipson, Municipal Coach Director  
John Regetz, Director, Economic Development Corporation

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

Ron Miller, WEFM

## APPROVAL OF MINUTES

Mr. Schaefer moved the minutes of the Special Meeting of December 29, 2009 and the Regular Meeting of January 5, 2010 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.**

## CONTRACT AGREEMENT – ECONOMIC DEVELOPMENT CORPORATION

John Regetz, Director, Economic Development Corporation 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 1<sup>st</sup> day of January, 2010, 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, 2010 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, 2010.

**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, 2010.

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"**

<b><u>PROJECT</u></b>	<b><u>FEE FOR SERVICE</u></b>
Business Visitation Program Retention & Expansions	\$7,000
Economic development representation at targeted industry trade shows and conferences and with site selectors	\$20,000
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
<b>ANNUAL CLAIMS FOR ALL SERVICES</b>	<b>\$100,000</b>

Mayor Oberlie made the motion to approve the annual renewal of the contract with the terms and conditions being the same as before. The motion was seconded by John Schaefer and carried as follows: **AYES: MEMBERS Metzcus, Oberlie, and Schaefer (3). NAYS: None (0). Motion carries.**

Note: Mayor Oberlie stated for the record that he is a member of the Economic Development Corporation, as is Mr. John Schaefer, and that there are no salaries paid to members, there are no private stocks held by the individuals, there are no per-diems paid to the members so there is no pecuniary interests on behalf of the members; and secondly pursuant to the statues no family members employed by the corporation.

**RESOLUTION**

Walter Gipson, Director, M.C. Transit Department, addressed the Board explaining past practices in leasing sign space on the buses to not-for-profit organizations; and how the Transit department changed this to generate revenue for the City by leasing sign space to for-profit organizations, stating last year a total of \$5,400.00 of additional revenue was generated. Mr. Gipson asked for the Board’s approval to do this again this year, and put it out for bid.

Mr. Schaefer made the motion to solicit bids for advertising on the buses. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

**AWARDING OF BIDS**

Russ Hatfield, Code Enforcement Officer informed the Board that demolition bids have been reviewed by the Inspections Department and the E.E.O. Officer, and recommend that Smith & Sons Excavating be awarded the following bids:

- 1111 E. 8<sup>TH</sup> Street - \$4000.00**
- 824 Grand Avenue - \$4,000.00**
- 509 E. 9<sup>th</sup> Street - \$9,000.00**

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

**OPENING OF BIDS**

**310 Lafayette Street – David J. Heckman, owner**

Mayor Oberlie informed the Board that three (3) bid packets were received in the Clerk’s Office, as follows:

Phelps Construction .....	\$4,440.00
Smith & Sons .....	\$4,000.00
Andy Salat Excavating .....	bid not completed

Mayor Oberlie made the motion to refer the two (2) bids to the EEO Office and Planning Department for tabulation and reporting back at the next meeting. The motion was seconded by Mr. Schaefer and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

**MEMORANDUM OF UNDERSTANDING**

Counsel Espar informed the Board that the Independent Cat Society has approved the Memorandum of Understanding; however, he is still waiting to hear from the Michiana Humane Society.

Mayor Oberlie made the motion to TABLE this item until the City is in receipt of the Memorandum of Understanding for the Michiana Humane Society. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

**CORRESPONDENCE**

The following correspondence was received in the Clerk’s Office on January 7, 2010 by John Powalski:

We are writing in retro-spect of recent conversations with the City Attorney, Amber LaPaich hoping to gain your support in our efforts to collect signatures for our Petition: for Medical Marijuana for the State of Indiana. We have already filed with the city of Indianapolis, Indiana for a peaceful demonstration to take place on April 20, 2010. We would like to hold an event in Michigan City, Indiana to gather signatures for our cause, in the private sector of venue. Also, we would be selling hats, men’s & women’s t-shirts, and jackets with our Company logo at this event. So in good faith and relations to City Code we are asking your permission to hold this special event in your town, to be held on a Saturday at a location unknown as of yet, awaiting your approval. We gainfully need and request your support in our effort to get this on the Ballot before the upcoming elections. To give these and all collected signatures to our State Senator on April 20, 2010. Anything you can do to help our cause and efforts would be gratefully appreciated.

John Powalski, Cannabis Action Network, 9001 Juniper Avenue, Gary, Indiana addressed the Board regarding his request; after discussion with the Board it was decided that Mr. Powalski will need to purchase a vendor license to sell his merchandise.

Mayor Oberlie thanked Mr. Powalski for coming before the Board to make them aware of his intent.

**CORRESPONDENCE**

The following correspondence was received in the Clerk’s Office on January 13, 2010 by Ms. Earletta York:

In regards to a handicap sign in front of 205 E. 10<sup>th</sup> Street. Resident is requesting a handicap parking sign to be posted. Resident has handicap plates along with a handicap child. The sign is needed because of commuter traffic parking in front of house, resulting in resident parking several houses away or at the train station. The sign is needed because it is a public street, not an overflow parking lot for the train station. It is not safe for resident or child to walk such distance in inclement weather, especially with groceries, laundry, etc. I greatly appreciate your attention to this matter.

Sgt. Jeff Loniewski, M.C.P.D. Traffic Division addressed the Board regarding this request. Sgt. Loniewski informed the Board that he did speak with Ms. York and the Planning Department as this is a legitimate request and recommends approval for the handicapped parking sign.

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**

Mayor Oberlie, 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. Schaefer 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	01/15/2010	\$422,473.73

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

Page	Date	Amount
1 of 5	01/19/2009	\$1,500,060.55

**ADDITIONAL BUSINESS**

**A LETTER OF UNDERSTANDING BETWEEN THE SANITARY DISTRICT OF MICHIGAN CITY AND THE MICHIGAN CITY BOARD OF PUBLIC WORKS & SAFETY REGARDING THE GOLF COURSE DAYLIGHTING PROJECT**

Al Walus, General Manager, Sanitary District addressed the Board regarding a Letter of Understanding between the Sanitary District of Michigan City and the Michigan City

Board of Public Works & Safety regarding the Golf Course Daylighting Project explaining the specifics of the letter and asking for the Board's approval.

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

### **ADDITIONAL BUSINESS**

Mayor Oberlie addressed the Board regarding two (2) letters that require the Board's approval to withdrawal from the Grant for the Michigan City/LaPorte Trail project, Des#07010533, due to the City not having the funding for the land acquisition, environmental assessments and design at this time, as those costs would exceed \$300,000. The Mayor asked the Board to authorize a letter to IN.D.O.T. and to Butler, Fairman and Seufert, Inc. indicating that the City is withdrawing from the Grant Application process.

Mayor Oberlie made the motion to approve the Board's President to authorize the letters. The motion was seconded by Mr. Schaefer 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 9:25 a.m.).

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Thomas F. Fedder, City Clerk