

REGULAR MEETING – November 3, 2008

The Board of Public Works and Safety of the City of Michigan City, Indiana, met in REGULAR SESSION on Monday morning, November 3, 2008, 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.
Jim Elwell, Superintendent, Central Services
Jack Kahn, Street Director, Central Services
Dave Lamb, Fire Chief, M.C.F.D.
Al Walus, General Manager, Sanitary District
Joe Siegel, Zoning Administrator
Russ Hatfield, Code Enforcement Officer
Bill Phelps, City Engineer
John Pugh, Director, Planning & Inspection
Walter Gipson, Municipal Coach Director

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

APPROVAL OF MINUTES

Mr. Schaefer moved the minutes of the Regular Meeting of October 20, 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.

OPENING OF BIDS (Demolition)

513 Pleasant Avenue – Eugene Hollins, owner

Andy Salat Excavating/Construction, LLC	\$5,380.00
Phelps Construction	\$7,945.00
Actin/TRI, LLC	\$7,280.00
Woodruff & Sons, Inc.	\$6,075.00
G.E. Marshall, Inc.	\$10,200.00
KTM Services	\$4,800.00
Lawrence Trucking	\$6,250.00

1026 Green Street – Elida Dabbert, owner

Phelps Construction	\$9,448.00
Actin/TRI, LLC	\$9,620.00
Woodruff & Sons, Inc.	\$13,035.00
KTM Services	\$8,700.00

1410 W. 8th Street – Russell Darling, owner

Phelps Construction	\$8,365.00
Actin/TRI, LLC	\$9,180.00
Woodruff & Sons, Inc.	\$10,800.00
G.E. Marshall, Inc.	\$11,400.00
KTM Services	\$4,700.00
Lawrence Trucking	\$11,850.00

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

Mr. Wayne Miller, 113 Dole Street, addressed the Board requesting the total amount of the bids that were collected.

Mayor Oberlie explained to Mr. Miller the bid process and informed Mr. Miller he could get the figures from the Clerks Office after the meeting.

NOTICE TO BIDDERS (Demolition) - 314 Willard Avenue & ORDER TO REPAIR 217 Willard Avenue- Wayne Miller, owner

Russ Hatfield, Code Enforcement Officer, addressed the Board regarding the status of these two properties. As advised by the Board a Notice to Bidders will be issued this week for the 314 Willard Avenue and demolition of this structure will be pursued in accordance with State Code and City Ordinances.

Mr. Wayne Miller, 113 Dole Street, addressed the Board regarding his two properties, informing them of the work he has performed on the structures, as well as the circumstances that have kept him from performing the necessary required work in the time allowed by the Board. Mr. Miller addressed the notifications he has received from the Planning and Inspection Department. Mr. Miller asked the Board for 30 days to secure the outside of the structures.

There was discussion between Mr. Miller and the Board members regarding the unsafe conditions of the properties. Mr. Miller asked the Board to send the Inspectors to the properties to document the progress that he has made.

Mayor Oberlie moved that the Board proceed with the advertising for bids as a bond will be required to continue this, and that the Inspectors go through the structures before the next meeting and come back with a detailed analysis of both structures. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

ORDER TO DEMOLISH – 116 Grant Street, Estate of John C. Haynes – owner

Russ Hatfield, Code Enforcement Officer, addressed the Board stating he has supplied the Board members with photo's and documentation from the personal representative of the estate on this property. Code Enforcement has inspected the structure and found it to be unsafe. With the Board's approval Mr. Hatfield will simultaneously put orders to demolish in place and issue notice to bidders.

Mayor Oberlie asked if the attorney for the estate understands the City will put a lien on the property for the demolition. Mr. Hatfield state this is understood by the attorney for the estate.

Mayor Oberlie moved to accept the recommendation, and proceed with the advertising of the demolition and bids finding the structure unsafe and a nuisance under the statutes. 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 for Leasing Sign Space on City Buses

Walter Gipson, Director, Michigan City Transit, addressed the Board regarding the bids received for leasing sign space on City buses. Mr. Gipson informed the Board that when this bid was put out, it was put out as a revenue generator for the Transit Department, stating there were only two (2) criteria to be met. The first being the duration of time for the lease, and the second would be the compensation (cash only). Three bids were received: 1) WEFM Radio - \$14, 400.00 in advertising, therefore this bid is not compliant and will not be accepted; 2) Community Financial Service - \$1,800.00 or 90 days; and 3) Swanson Center - \$5,400.00 for one (1) year. Mr. Gipson asked the Board to award the bid to the Swanson Center.

Corporate Counsel Espar addressed the Board regarding the solicitation for bids, stating there was a clear intent to solicit the cash request, payable in the form of check, for the bus advertising opportunity. The WEFM bid was non-conforming in that respect, while it raises a very attractive concept perhaps for future bidding of the bus advertising, for purposes of accepting or rejecting bids it's non-conforming and shouldn't be considered.

Mr. Schaefer made the motion to accept Mr. Gipson's recommendation and award the advertising to the Swanson Center. The motion was seconded by Mayor Oberlie 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 October 23, 2008, from John Wilson, Commander, Frank & Edward Skwiat American Legion Post 451:

On Veterans Day, Tuesday, November 11th, the Frank & Edward Skwiat American Legion Post 451 is again planning a program honoring our veterans and will be held at the Post Home, 121 Skwiat Legion Avenue.

Veterans organizations from the Michigan City area and the public are being invited to attend these ceremonies which will take place from 10:30 to 11:00 AM outside the front entrance to the Post Home.

As in the past, we are again requesting your permission for barricades to be placed at the entrance to Skwiat Legion Avenue from Washington Street and on Skwiat Legion Avenue just east of the Post Home. Your granting this request will be greatly appreciated.

Sgt. Jeff Loniewski, M.C.P.D. Traffic Division, stated this is an annual event and the Traffic Division has no issues with it. Sgt. Loniewski recommended approval of the event.

Mr. Metzcus asked about barricades for the event. Mr. Jim Elwell, Superintendent, Central Services, responded that barricades are available and will be placed the day of the event, approximately thirty (30) minutes before the event.

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

AGREEMENT & BY-LAWS – Mutual Aid Box Alarm System Agreement & Mutual Aid Box Alarm System Executive Board By-Laws

MUTUAL AID BOX ALARM SYSTEM AGREEMENT

This Agreement made and entered into on the date set forth below, by and between such units of local government in the State of Indiana (hereafter "Units") that have heretofore and who may hereafter approve this Agreement and adopt the same in manner as provided by law.

WHEREAS, Indiana law provides for Interlocal Cooperation at *Indiana Code 36-1-7-1 et seq.*, and provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other local government including a unit of government from another state; and,

WHEREAS, *Indiana Code 36-1-7-1* and *Indiana Code 36-1-7-2(b)* of the Intergovernmental Cooperation Act, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the City of Michigan City, Indiana is a unit of local government as defined in *Indiana Code 36-1-2-23*; and

WHEREAS, the City of Michigan City, Indiana has determined that it is in its best interests to enter into this Agreement to secure to each other Unit that adopts the *Mutual Aid Box Alarm System Agreement*, the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the City of Michigan City, Indiana has determined that it is in its best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the City of Michigan City, Indiana hereby elects to participate in the Mutual Aid Box Alarm System and **AGREES WITH SUCH OTHER UNITS OF LOCAL GOVERNMENT WHO HERETOFORE HAVE ADOPTED THIS AGREEMENT OR WHO HEREAFTER MAY ADOPT BY RESOLUTION OR ORDINANCE SUBSTANTIALLY ALL OF THE TERMS THIS AGREEMENT, AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or a neighboring state, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
 - 1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
 - 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 - 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
 - 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

Provided further, that the obligation to defend and indemnify shall not be require any member to provide defense or indemnification beyond the statutory and constitutional limits of liability that are set forth in any applicable law in the State in which the member is located, and nothing in this Agreement is meant to constitute a waiver of any immunity or defense available to the member under the laws of the State in which the member is located.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Indiana.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

**MUTUAL AID BOX ALARM SYSTEM
EXECUTIVE BOARD BY-LAWS**

Article I Name: Mutual Aid Box Alarm System Executive Board

Article II Purpose:

To coordinate working relations between all MABAS Divisions and encourage and help new areas to form divisions.

Article III Membership:

Each division shall be represented by one member who shall be designated by their respective division.

Article IV Officers and Elections:

The MABAS Executive Board shall elect a President and Vice President who shall serve a two year term. Election shall be held at the first meeting of the year on even numbered years. Officers may serve consecutive terms. The President may appoint any committee necessary to conduct business for the Executive Board.

Article V Duties of Officers:

President: Schedule Meetings
 Make up Meeting Agenda
 Preside over Meetings
 Establish Committees

Vice President: Handle Duties of President when he is absent.

Article VI Executive Secretary:

The President shall appoint an Executive Secretary who shall serve at the discretion of the Board. The Executive Secretary is not required to be a member of the Executive Board to be selected.

Article VII Duties of the Executive Secretary:

- A. He shall be the Recording Secretary of the Board.
- B. Take minutes of all meetings.
- C. Keep a history of MABAS
- D. Have physical custody of all MABAS minutes, contracts, and documents.
- E. Attend all MABAS Executive Board meetings.
- F. Send minutes of all meetings to all Executive Board members.

G. Provide notification and agenda to Executive Board members for all scheduled meetings.

H. Any other task agreed upon mutually with the Executive Board.

Article VIII Meeting Schedule and Agenda:

The Executive Board shall meet at such times and dates as established by the Executive Board. In no case shall the Executive Board meet not less than quarterly.

The agenda for Executive Board meetings are as follows:

1. Call to Order
2. Approval of Minutes of prior meeting
3. Communication and Correspondence
4. Committee Reports
5. Old Business
6. New Business
7. Division Reports
8. Adjourn

Article IX Dues and Eligibility Criteria:

Actions of the Executive Board require a vote of approval of more than 50% of the Divisions of MABAS. There shall be no annual dues. Assessments as needed are made by a vote of the members of the Executive Board. The Executive Board issues approval of eligibility or termination upon recommendation from a Division. The Executive Board has the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

Article X Guidelines:

Executive Board shall set up procedures to be recommended to all divisions including but not limited to:

1. Use of standard box cards
2. Use of abbreviations
3. Use of radio and testing procedures
4. List of definitions
5. Training procedures
6. Incident Command procedures
7. Communication procedures

Article XI Booklet:

An information booklet shall be compiled by the Executive Board, containing all pertinent information needed in the operation of a MABAS division. This booklet shall be updated by the Executive Board as often as it is deemed necessary.

Article XII Amendments:

A quorum of the Executive Board is necessary for any amendment of the By-Laws. The By-Laws or any section or provision thereof, may be amended, rescinded or expanded by approval of two-thirds (2/3) vote of the members of the Divisions of MABAS. A written proxy constitutes being present at a meeting.

Fire Chief Dave Lamb, Michigan City Fire Department advised the Board he was available if they had any questions regarding the agreement or by-laws. Chief Lamb informed the Board this is a mutual aid pre-arranged system that the County is implementing.

Mayor Oberlie noted for the Record, that this was brought up before the Board previously and was referred to the City’s Common Council for their authorization, and now has the Council’s approval; stating this is basically a code system for fire responses so they know where to go and what to do. The Mayor made the motion to approve both documents. 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. Metzcus, 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 Mayor Oberlie 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 8	10/24/2008	\$422,150.62
1 of 3	10/31/2008	\$238,094.82

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

Page	Date	Amount
1 of 4	11/03/2008	\$3,877,625.77

OLD BUSINESS - 4-WAY STOP REQUEST FOR FLASHING LIGHT

John Pugh, Director, Planning & Inspection, addressed the Board regarding the letter received from Carlson’s Rootbeer Stand requesting a flashing light be installed at the 4-way stop sign at Wabash Street and Coolspring Avenue, which was referred to the Planning and Engineering Offices for coordination with the Engineer for the reconstruction of Coolspring Avenue. Mr. Pugh presented to the Board a schematic of the intersection as it is and of the proposed island stop sign. Mr. Pugh explained to the Board the current location of the stop sign that faces the east-bound traffic lane, he also reported to the Board on the traffic accidents that occur at that intersection. The Planning Department, M.C.P.D. Traffic Division and the Engineering Department recommend the placement of an island structure along with the relocation of the sign.

Bill Phelps, City Engineer, concurs with Mr. Pugh and the recommendation of the island stop sign.

Sgt. Jeff Loniewski, M.C.P.D. Traffic Division, also concurs with Mr. Pugh's recommendation.

There was discussion between the Board members and the Department Heads regarding the change.

Fire Chief Dave Lamb, Michigan City Fire Department, asked if this would create any problems for the fire trucks when turning at that intersection. Mr. Phelps explained that this would not hinder any of the fire trucks at that intersection.

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

FINAL PAVING SCHEDULED

Bill Phelps, City Engineer, informed the Board of the final paving schedule for 2008. Mr. Phelps explained that Cleveland Avenue from Barker Road to Garretson Street; Lakehills Road from Warren Road to Lauren Road; Washington Park Blvd. from Warren Road to Lauren Road; and the side connecting streets of Lauren Road, Carter Court, Tim Street, Fryer Court and Wayne Street.

Note: This is for informational purposes only.

MICHIGAN CITY MAINSTREET ASSOCIATION–Free Wagon Rides & Holiday Events

Mr. Gerald E. Peters, Member, MCMA Executive Board, addressed the Board requesting permission to again provide free wagon rides through Michigan City's downtown on Saturday, November 29th and Saturday, December 13th from 1:30 p.m. to 4:00 p.m. Mr. Peters informed the Board of the other activities they have planned for the holiday season; and stated the wagon rides will be provided by the LaPorte County Draft horse Association which has liability insurance to cover its wagons and riders.

Sgt. Jeff Loniewski, M.C.P.D. Traffic Division, informed the Board there are no issues with the request. Sgt. Loniewski only request is that the wagons are equipped with either a red light or a "slow moving vehicle" sign on the back of the wagons.

Mayor Oberlie made the motion to approve the request, with the stipulation that a copy of the Associations liability insurance be forwarded to the Clerks Office, with the City being named as an additional party, to be kept on file. The motion was seconded by Mr. Metzcus and carried as follows: **AYES: MEMBERS Metzcus, Oberlie and Schaefer (3). NAYS: None (0). Motion carries.**

LETTER OF UNDERSTANDING

Al Walus, General Manager, Sanitary District, presented the Board with the following Letter of Understanding:

A LETTER OF UNDERSTANDING BETWEEN THE SANITARY DISTRICT OF MICHIGAN CITY AND THE MICHIGAN CITY BOARD OF PUBLIC WORKS & SAFETY REGARDING SEWER INFRASTRUCTURE IMPROVEMENTS ENGINEERING

WHEREAS, the Sanitary District of Michigan City (herein after referred to as the “District”) has sought funding through the City of Michigan City Year 2009 budget for sewer infrastructure improvements on Ohio Street from US Hwy. 20 south towards Southwind; and,

WHEREAS, in anticipation of funding, the District has initiated engineering activities in order to move forward with this project and be in the position to bid and construct the Ohio/Southwind Sewer Infrastructure Improvements as early in 2009 as possible; and,

WHEREAS, additionally, the City of Michigan City Administration has sought assistance from the District to analyze drainage improvement options on Davis Drive; and,

WHEREAS, the Common Council of Michigan City approved Resolution No. 4406 on October 21, 2008, with said Resolution authorizing the transfer of funds in the amount of \$150,000 in the Blue Chip Development Fund #0417 from “Water Projects” (Account 0417 0000 04 443.05) to “Engineering Services” (Account 0417 0000 03 441.02), for the purpose of beginning the engineering work necessary for Southgate Neighborhood sewer infrastructure improvements and for drainage evaluations for Davis Drive; and,

WHEREAS, appropriations from the City of Michigan City budget are administered by the Board of Public Works and Safety (herein after referred to as the “Board”).

NOW, THEREFORE the District and Board agree as follows:

Section 1: That the District will provide engineering services for the design of the Ohio/Southwind Sewer Infrastructure Improvements Projects and for the Davis Drive drainage evaluation.

Section 2: After the District has reviewed and approved periodic claims for engineering services, the District will forward said claims to the Board for payment; however, the Board’s financial liability under this agreement shall not exceed \$150,000 with all designated for engineering related services.

Mr. Walus explained to the Board the Letter of Understanding and stated that if approved by the Board of Public Works and Safety today, the Letter of Understanding would be taken before the Sanitary District Board at the next scheduled meeting of November 19, 2008.

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

OTHER BUSINESS

Mayor Oberlie addressed the Board regarding an agreement the Board entered into back in 1997 with a subsidiary of NIPSCO, Parkway Engineering and Distributing Company, for the purposes of re-lamping City Hall for energy efficiencies and putting new lights in, on the outside of City Hall. The Mayor stated that the contract has expired after 10 years, and it is now necessary to move the thirteen (13) light fixtures on the outside of City Hall under the NIPSCO lease agreement unless the City wants to owe and maintain them. The Mayor sent a proposal to the City Controller's Office.

Mayor Oberlie made the motion authorizing the City Clerk's Office to submit a letter to NiSource indicating that the City would like the thirteen (13) light fixtures moved to their ownership under the tariff rate of 882, which is 409.50 per month and would be effective December 1, 2008. 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 10:13 a.m.).

Thomas F. Fedder, City Clerk