

CITY OF EAST CHICAGO
BOARD OF PARKS AND RECREATION

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April 9, 2019

BOARD MEMBERS:
Anthony Serna, President
Rick Rodriguez, Vice President
Valda Lewis, Secretary
Gilberto Cantu
Eugene Austin

STAFF:
Loretta Parker
Dawn Dawkins-Legal
Mayra Acosta

Reported by: Peggy S. LaLonde, CSR, RPR
Fissinger & Associates

Call to Order: 5:00 p.m.

Pledge of Allegiance:

Roll Call: Present: Anthony Serna, Rick Rodriguez,
Valda Lewis, Gilberto Cantu,
Eugene Austin

Staff Present: Dawn Dawkins, Legal Counsel
Loretta Parker, Recording Secretary
Mayra Acosta, Park & Recreation Director

ADMINISTRATIVE MATTERS:

MR. SERNA: I would entertain a motion to
approve meeting minutes of March 12th.

Motion to approve minutes of March 12, 2019 made by Rick
Rodriguez. Second by Valda Lewis.

Comments/Questions: None

Roll Call: "All in Favor": All Abstain: None
Opposed: None Motion carries

MR. SERNA: Entertain a motion for
approval of payroll for 03/22/2019.

Motion to approve payroll of 03/22/19 made by Eugene
Austin. Second by Valda Lewis.

1 Comments/Questions: None

2 Roll Call: "All in Favor": All Abstain: None
3 Opposed: None Motion carries.

4 MR. SERNA: Entertain a motion for
5 approval of payroll for April 5, 2019.

6 Motion to approve payroll for 04/05/19 made by Rick
7 Rodriguez. Second by Eugene Austin.

8 Comments/Questions: None

9 Roll Call: "All in Favor": All Abstain: None
10 Opposed: None Motion carries.

11 MR. SERNA: Entertain a motion for
12 approval of warrant report, 03/26/19PB.

13 Motion to approve warrant report, 03/26/19PB made by
14 Valda Lewis. Second by Rick Rodriguez.

15 Comments/Questions: None

16 Roll Call: "All in Favor": All Abstain: None
17 Opposed: None Motion carries.

18 MR. SERNA: Next approval of warrant
19 report 04/09/19PB.

20 Motion to approve warrant report 04/09/19PB made by
21 Eugene Austin. Second by Rick Rodriguez.

22 Comments/Questions: None

23 Roll Call: "All in Favor": All Abstain: None
24 Opposed: None Motion carries.

25 MR. SERNA: Next we have Delinquent
Invoices. The first group of invoices are from
Mechanical Concepts. First we have invoice number
40919, dated 11/30/18, in the amount of \$135.00; next
invoice 39921, dated 6/29/18, in the amount of \$2714.55;
next invoice 40928, dated 11/30/18, in the amount of
\$2177.50; total invoices of \$5,027.05. Are there any
questions on these invoices?

MR. RODRIGUEZ: Mr. President, why do
they go back so far?

1 MS. ACOSTA: They billed Public Works
instead of billing us directly.

2 Motion to approve invoice 40919, 39921, 40920, which
3 comes to a total of \$5,027.05 for Mechanical Concepts
made by Eugene Austin. Second by Rick Rodriguez.

4 Comments/Questions: None

5 Roll Call: "All in Favor": All Abstain: None
6 Opposed: None Motion carries.

7 MR. SERNA: Next, we have an invoice from
8 Pulse Technology, shelving and furniture. That invoice
number in 658112, dated 12/20/18, in the amount of
\$570.94.

9 Motion to approve invoice 658112, Pulse Technology, in
10 the amount of \$570.94 made by Valda Lewis. Second by
Rick Rodriguez.

11 Comments/Questions: None

12 Roll Call: "All in Favor": All Abstain: None
13 Opposed: None Motion carries.

14 MR. SERNA: Next, we'll move on to Old
15 Business. First item we have is Northwest Indiana
Community Action.

16 MS. ACOSTA: We received the signed MOU,
17 so that's taken care of. I just need Miss Lewis's
signature. I have yours already.

18 MR. SERNA: Madame secretary, please take
this off our agenda items.

19 Next item is Northern Indiana Public
20 Service Company.

21 MS. DAWKINS: I haven't heard anything
from them. I don't want to press too hard.

22 MR. SERNA: We'll just keep that on the
agenda.

23 Next, MOU for the School City. Do
24 we have any movement on that?

25 MS. ACOSTA: We don't, as far as I know.

1 MS. DAWKINS: I had an e-mail or text
2 message from Attorney Harris and while he keeps saying
3 there is no problem -- I really want to use his exact
4 words if you give me a minute.

5 MR. SERNA: Is that the e-mail you also
6 sent to Board members?

7 MS. DAWKINS: I sent to everyone except
8 Mr. Austin and Mr. Cantu because I don't have access to
9 them. I did forward to the remainder of the Board.

10 MR. RODRIGUEZ: Mr. President, I did have
11 a conversation with a School Board member, Vanessa
12 Orange. She said they never received it. So I gave her
13 a copy and right there, in front of me, she called the
14 superintendent. The superintendent was holding on to it
15 and never presented to them. I told her this is time
16 sensitive. The high school is going to start playing
17 baseball now. She said the superintendent was holding
18 this and never presented to the Board. She made them
19 put this on the agenda. I don't know when the School
20 Board has a meeting, but they were suppose to vote it.
21 She said it should be approved. So that's as far as I
22 got with that.

23 MR. SERNA: I do have the e-mail that
24 Attorney Dawkins sent that was forwarded to me.
25 According to Attorney Joe Harris, "The School Board
authorized me to proceed with an MOU. However, I have
some edits to the document. I am currently traveling,
but will get a revised draft to you as soon as I can.
In the interim, the School City of East Chicago is
prepared to honor a cooperative MOU for the shared use
of each organization facilities. Any conflicts in
scheduling will be resolved to the benefit of the
property owner and the parties agree to indemnify and
hold each other harmless from any liability associated
with their use of the other parties facilities. Please
have the appropriate representative from the Parks
Department reach out to Dr. McNulty if there are any
immediate needs."

I did speak briefly with Attorney
Dawkins about the wording in here, that the School City
of East Chicago is prepared to honor a cooperative MOU,
that doesn't specifically say they are going to honor
the MOU we sent them. Also the wording here, in Mr.
Harris's e-mail, says, any conflicts in scheduling will
be resolved to the benefit of the property owner.

1 Meaning if -- perhaps -- we scheduled a baseball game at
2 Block Stadium and they have a scheduling conflict --
3 they being the School City -- where they need the
4 Administration Building, it would benefit them. Any
5 conflicts in schedule resolved to the benefit of
6 property owner, they own the parking lot. Even though
7 we had scheduled a game, if there is a conflict, it
8 would default to the property owner.

9 Put the shoe on the other foot. If
10 they were to use one of our facilities -- again let's
11 use Block Stadium -- the school baseball team wanted to
12 use Block Stadium, we forgot and scheduled a movie night
13 that night. Well, according to this e-mail that
14 Attorney Harris sent, any conflicts in scheduling
15 resolved to the benefit of the property owner. So it's
16 a little dangerous to just go with this. It's better to
17 have things in writing, a contract, and that MOU speaks
18 more clearer to that. So that's why we are waiting, and
19 hopefully we'll hear something.

20 You haven't heard anything, Mayra,
21 yourself?

22 MS. ACOSTA: I know that Administration
23 had Attorney Harris involved Attorney Allegretti.

24 MS. DAWKINS: Also I reached out to him
25 and asked him for some insight on it. I had talked to
26 him previously, before I got involved, and he said that
27 he had already talked to her and it shouldn't be a
28 problem. So it appears to me, for some reason, that she
29 wants Mayra to contact her directly. But my advice to
30 the Board is that we consider the request that she's
31 made and that this be tabled and not approved until we
32 get this taken care of first. That's the only way I can
33 see us getting any leverage.

34 MR. SERNA: The MOU we sent in October.
35 And so what Counsel is referring to, is a letter that
36 Dr. McNulty, the superintendent sent us. But there was
37 a letter where they requested some kind of use from us
38 right?

39 MS. ACOSTA: Yes, the Unity Center.

40 MS. DAWKINS: That was the only one you
41 received?

42 MS. ACOSTA: There was another one that I
43 just submitted for the golf course. But we gave them a

1 keys for that one already.

2 MR. SERNA: It was for Unity Center. The
3 letter from Dr. McNulty or was it from the Lincoln
4 School principal, I can't remember. I'm not sure if I
5 have that here in all of my papers. But the request was
6 from the School City of East Chicago, whether
7 superintendent or the principal from Lincoln, they asked
8 to use the Unity Center as a shelter if they ever had to
9 evacuate, whether active shooter or whatever.

6 MS. ACOSTA: From the superintendent.

7
8 MR. SERNA: It was from the
9 superintendent. They asked for permission to utilize
10 the gymnasium at the Unity Center, on Guthrie Street for
11 emergency evacuation for students and staff of Lincoln
12 Elementary. That's what Counsel is referring to, that
13 we should table this and not answer until we get some
14 something on the MOU, because we sent that MOU in
15 October and this is dated March 7th. March 7th is when
16 Dr. McNulty is asking for use of the Unity Center.

17 I agree with Counsel, that we need
18 some response, official response. Either sign it or
19 make your edits, and then we look at it, our attorney
20 and this Board looking at it, then give it back and
21 smooth sailing after that.

22 However, I did speak with Mayra
23 about use of the gym floor. You all aware that the gym
24 floor at Unity Center and Heritage Hall is very
25 delicate. You can't wear your shoes in from outside.
So even if we were on good terms and we had the MOU
signed a month ago, how would you feel about this
request to use this gym floor, Mayra?

18 MS. ACOSTA: That's an issue for me,
19 because unless they have some type of insurance or
20 deposit, we should be able to charge them for any damage
21 that's done.

22 MR. SERNA: That's true. Let's say
23 you've got one or 200 kids at that school, it would be
24 up to the School City to make sure the kids take off
25 their shoes or whatever the case is, and after the
emergency is mitigated. Then we look at the floor, and
there's a chunk of the floor missing because someone had
boots on, maybe it was wintertime or whatever the case
may be. You are right, you would need some kind of
deposit or something to insure that any damage would be

1 recouped.

2 MR. ACOSTA: Also the expense of cleaning
3 the floor after they leave. They come in with dirty
4 shoes, someone has to come in afterwards to clean. It's
5 a rubber floor.

6 So, I think, my question is, Unity
7 Center is fairly new. It just opened in November. And
8 the school has obviously been open for years. So what
9 have they used prior? I don't know why they need to use
10 Unity Center.

11 MR. SERNA: That's a good question. They
12 are asking about emergency evacuation.

13 MS. LEWIS: They did use Penn Center.

14 MR. SERNA: Penn Center, which was a tile
15 floor basically. We didn't have to worry about
16 afterwards.

17 MS. LEWIS: Every school has to have that
18 per state law, you have to have somewhere to go.

19 MS. ACOSTA: I don't think they used Penn
20 for awhile. They were requesting keys for that center,
21 to come in as they please, for emergency evacuation,
22 which we denied.

23 MR. SERNA: Right, I can understand that.
24 In the spirit of cooperation though, there's got to be
25 some kind of accommodation at some point that we can
26 make. It's just hard with that rubber floor. That's an
27 expensive floor. It's not a regular tile gym floor,
28 which is easy to clean up. So I guess that's something
29 -- we'll cross that bridge when we get to it, but we're
30 not ready to cross that bridge until we get that MOU,
31 right, Counselor?

32 MS. DAWKINS: Right. I would think also
33 if they were using Penn Center, if that's available to
34 continue their use for emergency purposes. There
35 wouldn't be any lights or anything in there.

36 MS. ACOSTA: It's currently for sale.

37 MS. LEWIS: I mean it's been awhile since
38 I worked at Field. When I was there, that's where we
39 went. That's what we had on paper as our emergency

1 center.

2 MR. SERNA: So as far as our current MOU
3 for School City, Loretta, just keep it on the agenda and
4 hopefully we'll have some kind of news within the next
two weeks. I mean it's good news, Rick, that you spoke
with the Board member who called the superintendent.

5 MR. RODRIGUEZ: The superintendent never
6 submitted it to the members.

7 MS. DAWKINS: That's the same thing I
8 heard from another School Board member. She was newly
elected, so she wasn't sure.

9 MR. RODRIGUEZ: She's had it for so long
10 and it was suppose to be on their agenda, but never made
it there, for whatever reason.

11 MS. ACOSTA: I have an update, which says
12 that Attorney Allegretti met with Attorney Harris
yesterday, on Monday.

13 MR. RODRIGUEZ: So then something is
transpiring.

14 MR. SERNA: Hopefully by next Board
15 meeting we'll have something. Maybe we can follow-up
with Attorney Allegretti. So we'll keep it on the
agenda for next meeting.

16 Next item is MOU for PMB Consulting.

17 MS. ACOSTA: We also got that MOU signed
18 already.

19 MR. SERNA: We can that off the agenda,
Madame Secretary. Next, Roxana Center tile.

20 MS. ACOSTA: We are working with Keith,
21 if maybe Parks is able to purchase the tile, maybe his
laborers could lay it for us, because it's about \$20,000
to get it done. So we are trying to save some money.

22 MR. SERNA: We need to keep this on the
23 agenda or take it off?

24 MS. ACOSTA: We can take it off. If we
25 need to get more quotes, we can put it back on.

1 MR. SERNA: The last item, old business,
2 is the bench.

3 MS. ACOSTA: So, this was the bench that
4 an organization wanted to donate on behalf of a child
5 that passed away over at Nunez Park. I know there was a
6 question, the Board didn't feel too comfortable because
7 they didn't want other people to come behind them and
8 start placing benches all over the Parks.

9 MR. RODRIGUEZ: That was one of my
10 concerns.

11 MS. DAWKINS: I didn't send that out? I
12 prepared some kind of document for the Board to
13 consider, with specific terms.

14 MR. RODRIGUEZ: Yes, we received it. My
15 concern was other people coming and wanting to put a
16 bench in for a gang member or something, that was my
17 concern.

18 MR. SERNA: Because of a loss, it would
19 be hard to tell someone that their loss is more or less
20 important than another. So I think it is a risky
21 business to get into this with this bench.

22 MS. DAWKINS: With the resolution I
23 considered what this particular bench was donated for.
24 And I think I put that in the parameters, it gives the
25 Board -- the resolution gives the Board the discretion
to basically deny.

MR. RODRIGUEZ: I don't want to be in
that position.

MS. DAWKINS: That's fine.

MR. SERNA: I'll entertain a motion to
deny the request for the bench in Nunez Park.

Motion to deny request for bench made by Eugene Austin.
Second by Rick Rodriguez.

Comments/Questions: None

Roll Call: "All in Favor": All Abstain: None
Opposed: None Motion carries.

25

1 MR. SERNA: New Business. First item,
2 Mayra.

3 MS. ACOSTA: So there is two letters from
4 School City, one is the usage of Unity, which you
5 discussed earlier. And the other one was a letter for
6 the key to the golf course.

7 MR. SERNA: I see the letter dated
8 March 20th addressed to you and from Monica Maxwell,
9 Athletic Director and the principal Central High School,
10 acknowledging that the East Chicago Athletic Department
11 understands that the keys to the golf course that were
12 previously supplied to the Department have been
13 misplaced and new set of keys will be issued. So they
14 are acknowledging that they lost the keys.

15 MS. ACOSTA: Correct.

16 MR. SERNA: And we did give them the keys
17 so the golf team has access?

18 MS. ACOSTA: We did give them keys. But
19 at the end of season they need to bring them back, they
20 are not to keep them anymore.

21 The other one was Unity and I think
22 you said you were going to table that.

23 MR. RODRIGUEZ: Are you going to contact
24 the School City and tell them we tabled it, depending on
25 what they do with the MOU? They might hurry up.

MS. ACOSTA: It's up to the Board.

MR. SERNA: I would think that they know
our stance as far as the MOU. I don't want to fan any
more flames. They know. They waited. They sat on it,
October, November, December, January, February, March,
before you happened to see one of the School Board
members. So that's for about five or six months they
sat on it, so we can do the same.

MS. DAWKINS: Can I just say this as a
caveat, she really did not know. It's the
superintendent of schools, because it seems like
everyone else is not aware of what is going on, for some
reason she wants to talk directly to Mayra. However, we
are not in agreement with that, because we came through
the attorneys, and that's I think who needs to handle

1 it. So, I mean if you want me to respond to the
2 attorney to let them know what we are doing, I don't
3 know. Is that the way it's always been, whoever is over
4 the organization or whoever the superintendent is, is
5 the person that corresponds superintendent to
6 superintendent, department head to department head,
7 because it goes to the Board?

8 MR. SERNA: I don't know if that's the
9 usual practice. I've known in the couple few years I've
10 been on the Board, it's been Board to Board. If you
11 have a Board, you deal Board to Board because the Board
12 makes the decision.

13 The Library Board, for example, the
14 Director of Library Services is at the pleasure of the
15 Library Board. So the Board has the authority, so the
16 Director of the Library reports to the Library Board.
17 So that's been a custom for Boards. The Board's
18 attorney would talk to the other Board's attorney.

19 And in this case, I don't know how
20 true it is, if the superintendent -- I am not going to
21 accuse the school superintendent of sitting on anything.
22 The fact is though, that we sent the MOU in October and
23 we are getting a request for emergency shelter use in
24 March. So it's been a few months. So they can wait,
25 just like we have been waiting patiently for the MOU.

26 I don't know, Rick, do you think
27 that we should send some word through our attorney to
28 their attorney or do we leave well enough alone? And
29 Attorney Allegretti met with Attorney Harris yesterday,
30 hopefully we'll get something within the next two weeks.

31 MR. RODRIGUEZ: What do you think,
32 Counselor?

33 MS. DAWKINS: I am just thinking about
34 the request for the golf course, which was accepted.

35 MR. SERNA: How that happened, Mayra was
36 out of town when they asked for the keys. Maybe she can
37 explain it.

38 MS. ACOSTA: I was on vacation, they
39 contacted the manager. She contacted Administration and
40 she got approval to release the keys.

41 MS. DAWKINS: So, you know, kind of in
42 the back of your head, there is prior practice issue in
43 contractual law that we don't want to end up getting

1 stuck with giving them the world and then we want to not
2 give it to them. So that contact was not made through
3 the Board though, it was made through the Directors over
4 that department, directly to the superintendent.

5 MR. SERNA: In this case, with the letter
6 for Unity, we have it in front of us. So it made its
7 way to the Board for using Unity and other letter
8 acknowledging that they lost the keys. But the original
9 phone call for the keys had nothing to do with the
10 Board. They went past practice, as you say, to the
11 director or to the office to get the keys. So it's a
12 little bit different. But I think we should just sit
13 tight, Rick, and because Attorney Harris and Attorney
14 Allegretti met yesterday, we may find something out real
15 soon.

16 MS. ACOSTA: Next, I have the resolution
17 to transfer ownership of Clemente Center to the
18 Department of Redevelopment.

19 MR. SERNA: Have you seen this
20 resolution, Counselor?

21 MS. DAWKINS: This was prepared by
22 Attorney Kevin Smith or Attorney Allegretti, one of
23 them. I know the next item has to do with the Clemente
24 Center and that's what the resolution is for.

25 MS. ACOSTA: Yes, the resolution and the
contract kind of go together.

MS. DAWKINS: I reviewed it.

MR. SERNA: I believe that on the
contract, the conditional sale of real estate, which is
the next item on the agenda today. I believe they
signed that on the 29th of March, so it may be time
sensitive. There is a lot of pages to the contract.

So the contract was signed then on
the 29th day of March. This resolution is between the
Park Bard establishing the terms and conditions for the
transfer of certain property owned by the Department of
Parks, commonly known as 3620 Elm Street, the Clemente
Recreational Center, to the East Chicago Department of
Redevelopment.

What this resolution is saying, that
we are transferring ownership from the Parks to
Redevelopment. And says, "Whereas the City of East

1 Chicago, Department of Parks and Recreation, owns
2 Clemente Center, commonly known as 3620 Elm Street, and
3 more particularly" -- then goes on to list parcel of
4 land with a description. And the next five paragraphs
5 get in detail of the description of the property and
then moves on to, "Whereas, Indiana code 36-1-11
prescribes the manner of disposal on conveyance of real
property by political subdivision, including municipal
departments."

6 "And whereas IC 36-1-11-8 provides
7 that such entities may transfer or exchange property on
8 terms and conditions, and for such consideration as by
9 adoption of substantially identical resolution by
10 entities. And, whereas the City of East Chicago acting
11 through its Board of Parks and Recreation desires to
12 convey and transfer the subject property to Department
13 of Redevelopment without monetary consideration."

14 So we would be transferring this
15 property to Redevelopment without monetary
16 consideration.

17 "Now, therefore be it resolved by
18 the Board of Parks and Recreation of East Chicago, that
19 it shall convey and transfer without consideration, the
20 above described real estate, to the East Chicago
21 Department of Redevelopment. Be it further resolved,
22 that the Board president be and hereby authorized to
23 execute a deed and sales form substantially conforming
24 to the documents attached, conveying such property to
25 the Department of Redevelopment. Certified and adopted
by the Board of Parks and Recreation of the City of East
Chicago, Lake County, Indiana, on this 9th-day of April,
2019."

17 So resolution is dated for today and
18 the contract is dated, signed by the other party on the
29th of March.

19 So I think it would be a matter of
20 timeliness that we approve this resolution, transferring
21 the property of Clemente Center to the Redevelopment
22 Department. Are there any questions of Board members?
23 This would be Resolution No. 2019 dash -- they wouldn't
24 know how many resolutions we have, so I'll call this
25 Resolution 2019 of the East Chicago Board of Parks and
Recreation, establishing terms and conditions for the
transfer of certain property owned by the Department,
commonly known as 3620 Elm Street, Clemente Recreation
Center, to the East Chicago Department of Redevelopment.

Comments/Questions: None

1 Motion to adopt resolution establishing terms and
2 conditions for transfer of property commonly known as
3 3620 Elm Street, Clemente Recreation Center, to the East
4 Chicago Department of Redevelopment made by Rick
5 Rodriguez. Second by Valda Lewis.

6 Roll Call: "All in Favor": All Abstain: None
7 Opposed: None Motion carries.

8 MR. SERNA: That brings us to the
9 contract. Attorney Dawkins, have you had a chance to
10 review this?

11 MS. DAWKINS: I did review the contract,
12 but you are not voting on it. You don't own the
13 property.

14 MR. SERNA: On the last page, on the
15 tenth page of the contract, "in witness whereof, seller
16 and buyer have executed this contract on the blank day
17 of blank." The seller, they have got East Chicago Parks
18 and Recreation Department, also known as East Chicago
19 Park District, also known as East Chicago Park and
20 Recreation District. So that's on the last page here.

21 So, I think as a formality, I think
22 we should at least approve the contract so we don't
23 delay this process. Any question from the Board
24 members?

25 Comments/Questions: None

26 Motion to approve contract for conditional sale of real
27 estate in regards to 3620 Elm Street, which is the
28 Clemente Center, made by Valda Lewis. Second by Rick
29 Rodriguez.

30 Roll Call: "All in Favor": All Abstain: None
31 Opposed: None Motion carries.

32 MS. ACOSTA: Our Flower Show, that's
33 coming next month. Ivy Tech, the Culinary School, is
34 actually volunteering at the Greenhouse. They are
35 making it part of their program to volunteer their
36 community service hours at the Greenhouse. And also,
37 for this Flower Show, they are going to donate
38 sandwiches, cookies, and some pastries. So, this is
39 just for you to approve the donation.

40 MR. SERNA: If there are no questions,

1 I'll entertain a motion to approve the donation from Ivy
2 Tech for sandwiches, cookies, and pastries for our
Greenhouse, on Wednesday, May 8th.

3 Motion to approve donation by Ivy Tech made by Valda
4 Lewis. Second by Rick Rodriguez.

5 Roll Call: "All in Favor": All Abstain: None
6 Opposed: None Motion carries.

7 MS. ACOSTA: Next item, I think the
8 President asked me to supply the Board with the schedule
9 for softball and baseball for Central High School.

10 MR. SERNA: Yes, I did. That was part of
11 our packet for last meeting. I have it here in all of
12 my stuff from last meeting. Thank you very much.
13 Were there any questions on the
14 schedule from Board Members?

15 Comments/Questions:

16 MR. RODRIGUEZ: I have a question, Mr.
17 President. Mayra, wouldn't these be the same thing for
18 the MOU, that we are agreeing to use of our facility?

19 MS. ACOSTA: We are just keeping track of
20 their usage until the MOU is finalized.

21 MR. SERNA: We'll be able to bill them.

22 MS. ACOSTA: If needed. Then we keep
23 track of how many times they use the golf course, the
24 fields.

25 MR. RODRIGUEZ: Is all the scheduling
going through Ralph Flores?

MS. ACOSTA: Yes, the scheduling is and
also the renting of the fields.

MR. SERNA: Scheduling and renting of the
fields would be, Tod Park, softball and baseball at Tod
Park, Kenny Lofton, Block Stadium, and Kosciuszko Park.
There are five fields?

MS. ACOSTA: Correct.

MR. SERNA: He will be overseeing the

1 scheduling and rental of five fields?

2 MS. ACOSTA: Right. He's also present on
3 the day of the event and he makes sure all the garbage
4 is picked up. He actually has a crew to pick up the
5 garbage. And for example, at Tod, there's bathrooms
6 there. So instead of renting porta potty's, he's
7 opening and closing the bathrooms.

8 MR. RODRIGUEZ: He has nothing to do with
9 the Little League.

10 MR. SERNA: He has nothing to do with the
11 Little League fields. The two Little League fields are
12 run by the Little League. They schedule their games.

13 MS. ACOSTA: They still give him their
14 schedule, as well, the Little League too.

15 MR. SERNA: Next item is Senior League
16 fields.

17 MS. ACOSTA: I don't know what this is,
18 I'm sorry.

19 MS. PARKER: It was something I was told
20 to add. That was information from the Board, an e-mail
21 that I received.

22 MR. SERNA: Would that have been the
23 pricing, because I know I've seen a couple e-mails on
24 pricing for day games and night game prices, which is
25 our next item on the agenda. Baseball/softball night
game rates.

MS. PARKER: This is what I received and
put it in the packet.

MR. SERNA: I know we had the rates.
East Chicago Park Department rentals, baseball rentals,
organization applications, is that the one with rates on
it?

MS. ACOSTA: Well, the rates on there are
correct, but the form itself, we need -- I made some
changes.

MR. SERNA: So we are not ready to
approve it?

1 MS. ACOSTA: The form, no, but the rates,
2 yes.

3 MR. SERNA: So do you want the rates
4 approved today?

5 MS. ACOSTA: Yes.

6 MR. SERNA: And are the rates correct on
7 this form of the baseball field rental, organization
8 application?

9 MS. ACOSTA: Yes.

10 MR. SERNA: Okay. And so then the rental
11 rates looks like they are \$25 for a resident to use Tod
12 Park, Kosciuszko Park, and Kenny Lofton. There is
13 nothing at Block Stadium because it's not available in
14 2019. So it's for, Tod Park, Kosciuszko Park and Kenny
15 Lofton baseball field. So your rates are \$25 for
16 resident -- and that's per game -- \$50 for non-resident
17 per game. Night games, none of these fields have
18 lights. Actually the only field that has lights is
19 Block Stadium, but no games in 2019. The night game
20 rate is \$65 for residents and \$100 for non-residents.
21 So all of these also require a \$200 deposit.

22 My question on that is, is that \$200
23 deposit per game or would that be for the schedule? If
24 somebody said I wanted five games, would they have to
25 give you \$200 per game or \$200 deposit per schedule?

MS. ACOSTA: Per schedule.

MR. SERNA: All right. So then you are
looking for approval of the price of the rates, which
are \$200 deposit for your schedule of games, and \$25 per
game, if a resident; \$50 for non-resident, and we'll
also go ahead and say night games at \$65 for residents
and \$100 for non-residents. Any other rates other than
these?

MS. ACOSTA: No.

MR. SERNA: Are there any questions on
that Board members?

Comments/Questions: None

MR. SERNA: All right. Entertain a

1 motion to approve the rates as stated.

2 Motion to approve rates made by Rick Rodriguez. Second
by Valda Lewis.

3 Roll Call: "All in Favor": All Abstain: None
4 Opposed: None Motion carries.

5 MS. ACOSTA: Next one, Miss Lewis asked
me to find out about the insurance, adding the fish as
6 property to the insurance. I finally got a response
from legal and they said the cost of insurance will
7 exceed the price of the fish. So I wanted to give her a
response to that.

8 Last one is the rates for the ACE
extermination services.

9 MR. SERNA: I see that ACE is going to
10 come monthly, and the areas they are going to cover are
Marktown Center, Riley Park -- I assume the hall at
11 Riley Park -- Bessie Owens Center, MLK Center, Roxana
Center, and your Parks Department office, and the
12 greenhouse. What is not on here is the Unity Center and
Heritage Hall.

13 MS. ACOSTA: Correct. That's going to
14 come in a separate contract.

15 MR. SERNA: Okay. So then the rates that
they have listed are \$45 a month for Marktown, \$50 for
16 Riley, \$55 for Bessie Owens, \$55 for MLK, \$50 for Roxana
and \$105 to cover the Parks Department and Greenhouse.

17 I just have a question. Did they
base this like on square footage or something, because
18 you would think they'd give you a flat rate on
everything. Marktown Center is small. Riley Park hall
19 is bigger than Marktown Center. Bessie Owens, MLK and
Roxana are pretty big, but yet Roxana is \$5.00 cheaper.
20 How did they come up with this?

21 MS. ACOSTA: Well, this is the rates that
they have been charging for years and it's the same
22 company, so there was no increase. But I could find out
if you like, how they come up with the prices.

23 MR. SERNA: Just let me know. We get the
24 same thing at the fire department from a different
company and it's just a flat rate for all of our
25 stations. It's the same rate because they are roughly

1 the same size and they come on a monthly basis.

2 So you are looking for us to approve
3 this agreement and this is the term, 12-month term, one
4 year contract?

5 MS. ACOSTA: It's just the rates. It
6 doesn't have an expiration date usually.

7 MR. SERNA: So we're just approving the
8 rates for this year for 2019.

9 MS. ACOSTA: Correct.

10 MR. SERNA: Any other questions of Board
11 members?

12 Comments/Questions: None

13 MR. SERNA: I would entertain a motion to
14 approve the rates schedule, the rate agreement with ACE
15 Pest Control.

16 Motion to approve ACE Pest Control rate agreement made
17 by Rick Rodriguez. Second by Mr. Cantu.

18 Roll Call: "All in Favor": All Abstain: None
19 Opposed: None Motion carries.

20 MR. SERNA: Ralph Flores is having a
21 clinic for coaches this Thursday, the 11th. He's having
22 that clinic -- is it still at one of the halls,
23 Heritage?

24 MS. ACOSTA: At Unity.

25 MR. SERNA: So having a coaches clinic
for baseball coaches, the 11th, Thursday, at Unity. I
wish I would have brought the flier with me. They're
downstairs. But the information is at the Parks
Department. They are also having a clinic for players,
for any young players, Saturday, the 13th, and that one
is at Kenny Lofton.

MS. ACOSTA: Right. From 9 to 12.

MR. RODRIGUEZ: I have three things. One
thing, has the Lake County Election Board contacted us
about renting the halls for the election?

25

1 MS. ACOSTA: They've reached out to me
and asked if Unity was going to be an option to use.
2 But first they have to send an inspector to evaluate the
facility, and then they are getting to me with a list,
3 and we're waiting on that.

4 MR. RODRIGUEZ: How is the parking --

5 MS. ACOSTA: It's coming very nicely,
four to six weeks.

6 MR. RODRIGUEZ: One more thing. About
7 that bench thing, can't we just have like a Tree of
Life? They plant a tree instead. Don't put nothing
8 around it, say it was donated and they can plant it
themselves.

9 MR. SERNA: That's a possibility. There
10 is an organization that is looking to plant many more
trees in East Chicago. As a matter of fact they just
11 had something recently.

12 MS. ACOSTA: They have added to our Arbor
Day on the 26th, 50 trees planted this month of April
13 alone.

14 MR. SERNA: That would be something that
would be worthwhile if you can attend, to get that
15 conversation started, Rick.

16 MR. RODRIGUEZ: When was this?

17 MS. ACOSTA: Arbor Day, April 26th,
starting at 10:00 o'clock, at Marktown. We'll have hot
18 dogs and volunteers. We are reaching out to local
business and other community remembers to come and plant
19 trees, also a tour of Marktown. That starts at 8:30 in
the morning.

20 MR. SERNA: Next item, Public Input.
21 None. Our next meeting date is April 23rd, at City Hall
Council Chamber, at 5:00 p.m. That concludes our
22 business.

23 Motion to adjourn meeting made by Rick Rodriguez.
Second by Eugene Austin.


24 Roll Call: "All in Favor": All Abstain: None
25 Opposed: None Motion carries.

***** Meeting Adjourned *****

Approval of the Meeting Minutes of Tuesday
April 9, 2019

Approved and signed _____


Anthony Serna, President


Rick Rodriguez, Vice President


Valda Lewis, Secretary


Gilberto Cantu, Member


Eugene Austin, Member

Loretta Parker, Recording Secretary

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I, Peggy S. LaLonde, a competent and duly qualified court reporter, do hereby certify that I did report in machine shorthand the foregoing proceedings and that my shorthand notes so taken at said time and place were thereafter reduced to typewriting under my personal direction.

I further certify that the foregoing typewritten transcript constitutes minutes of the said proceedings taken at said time and place, so ordered to be transcribed.

Dated at Munster, Indiana, this 15th day of April, 2019.

Peggy S. LaLonde, CSR, RPR