



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

(219) 763-0696 Fax (219) 762-1653
E-mail littlecal@nirpc.org

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners'
Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's
Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's
Appointment

STEVE DAVIS
Dept. of Natural Resources'
Appointment

ROBERT HUFFMAN
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

MEETING NOTICE

**THERE WILL BE A MEETING OF THE
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
AT 6:00 P.M. WEDNESDAY, NOVEMBER 10, 1999
AT THE COMMISSION OFFICE
6100 SOUTHPORT ROAD
PORTAGE, IN**

WORK STUDY SESSION - 5:00 P.M.

A G E N D A

1. Call to Order by Chairman Emerson Delaney
2. Pledge of Allegiance
3. Recognition of Visitors and Guests
4. Approval of Minutes of October 7, 1999
5. Chairman's Report
 - Report on project viewing - Richmond VA
6. Executive Director's Report
 - Report on scheduled Project Construction Dedication to be held on Friday November 12 at Lake Etta Park site.
 - Meeting in Indianapolis with LEL on October 18th to discuss project land enhancement with IDNR and IDEM Directors
 - Consideration of Burr Street Betterment LCA

*get real estate
minutes*

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*know plaid pants
see for neck sweater
see size jacket
D.H. Camel Sport coat
+ KeyKeth - SEN.*

*resolution
needed*

*1,200 properties
we ultimately
need to acquire*

7. Standing Committees

A. Land Acquisition/Management Committee – Chuck Agnew, Chairman

- Appraisals, offers, acquisitions, recommended actions
- COE Real Estate meeting held on 10/20/99
- Action requesting ratification of contract with Kelly Hall for levee mowing
- Meeting held on Oct. 11th on handicapped park
- Meeting held on Nov. 4th with Woodmar Country Club
- Other issues

B. Project Engineering Committee – Bob Huffman, Chairman

- Recommended actions
- Pre-bid meeting held on Oct. 13th for Stage IV Phase 1 North
- Engineering technical review meeting held Oct. 19th at Chicago COE 11-9
- Meeting held Oct. 29th re: formliner presentation
- Other issues

C. Legislative Committee – Arlene Colvin, Chairperson

- Budget forms received to draw funding of \$1.5 million 5-6
- COE letter request for non-federal funding and projected schedule of commitments 7-8
- Other issues

D. Recreational Development Committee – George Carlson, Chairman

- Update of recreational request to the COE regarding bridge construction of link between Hammond and Highland
- Other Issues

E. Marina Development Committee – Bill Tanke, Chairman

- Articles on beach nourishment/Ogden Dunes lawsuit issue 9-10
- Other issues

F. Finance/Policy Committee – Arlene Colvin, Chairperson

- Financial status report
- Approval of claims for October 1999
- Finance Committee meeting held Oct. 13th
 - Contracts revision requesting rate changes for attorney and R. W. Armstrong
 - Crediting documentation contract approval
- Other issues 11-12
13-15

G. Minority Contracting Committee – Marion Williams, Chairman

8. Other Business

9. Statements to the Board from the Floor

10. Date for next meeting scheduled for December 7th; adjournment

**MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
HELD AT 6:00 P.M. THURSDAY, OCTOBER 7, 1999
AT THE COMMISSION OFFICE
6100 SOUTHPORT ROAD
PORTAGE, INDIANA**

In Chairman Emerson Delaney's absence, Vice Chairman Bill Tanke called the meeting to order at 6:10 p.m. Eight (8) Commissioners were present. Pledge of Allegiance was recited. Quorum was declared and guests were recognized.

Development Commissioners:

Charles Agnew
Marion Williams
George Carlson
John Mroczkowski
Steve Davis
William Tanke
John DeMeo
Curtis Vosti

Visitors:

David Hendrix – The Times
Denis Buksa - Munster IN
Kerry Keith – SEH, Inc.
Jim Flora – R.W. Armstrong Co.
Don Ewoldt – Lake Erie Land Co.

Staff:

Dan Gardner
Sandy Mordus
Lou Casale
Jim Pokrajac
Judy Vamos

Although Bob Huffman was absent, he asked that a correction be made to the minutes. The minutes now state that he abstained in the vote on accepting Lake Erie Land Company proposal for wetland development because since he was an employee of NIPSCO, he thought it might be a conflict of interest. He asked that they be corrected to say that he did not feel it would be a conflict but that it may appear to be a conflict. Mr. Vosti made a motion to accept the minutes with this change made to them; motion was seconded by George Carlson; motion passed unanimously.

Chairman's Report – Vice Chairman Bill Tanke welcomed the Commission's newest Board member, Mr. John Mroczkowski. Mr. Mroczkowski is the records and research manager for the Lake County Surveyor's Office. He replaces Mr. Robert Trelo.

Mr. Tanke referred to the news articles in packet on the Lake Erie Land Company developing the Commission's lands as information.

Executive Director's Report – Executive Director Dan Gardner reported that he has been communicating with the Congressman's Office, working with Mark Lopez, toward a dedication to be held on Friday, November 12th

at the Lake Etta Park site in Gary. The dedication will signify about a halfway point in the overall project construction. An invitation to the dedication will go out under the Congressman's signature. Colonel Rowan, as well as Mayor Scott

King and Mr. Gardner himself, will be speakers. The Northwest IN delegation will also be invited and it is hoped that one of the legislators will also speak.

Mr. Gardner stated that he and attorney Casale has been working on a revised LCA for the Burr Street betterment levee. A legal document is needed to put the Burr St levee in place. Attorney Casale has been talking to the COE's office and trying to reach an agreement acceptable to both parties. Mr. Casale added that he has just tonight received a revision of that agreement and has not had time to review it. After reviewing it and working with the Executive Director and Chairman, the finished product should be ready for approval at the next Board meeting. After we approve it, it goes to Headquarters in Washington

Land Acquisition Committee – Committee Chairman Chuck Agnew stated that there were no increased offers or condemnations this month. Mr. Agnew informed Board members that a Real Estate meeting had been held on September 22nd. All Board members received minutes of that meeting. He also reported that a mitigation meeting was held on September 16th regarding the Hobart Marsh area. Mr. Gardner added that this was an initial meeting with pertinent parties. The COE is now looking at their options and are due to get back to us.

Mr. Agnew reported that letters have been sent to the farmers who presently have farm leases with us. The letter states that all the leases will be terminated for the year 2000.

Mr. Agnew referred to the letter from the Town of Griffith in which they confirm that once the Kortenhoven levee is completed, the town will accept responsibility for all future maintenance of the levee. Mr. Vosti made a motion for staff to send a letter to the town stating that it is commendable that they are taking the responsibility; motion seconded by Chuck Agnew; motion passed unanimously. This levee will tie into ours once our levee is built in that area.

Mr. Vosti inquired about the 18 month policy for land acquisition that was mentioned in the Real Estate minutes. Judy Vamos replied that this is a period of time that she felt should be a minimum of time and that we had no set time previous to now.

Mr. Vosti asked Mr. Gardner about funding. Mr. Gardner replied that although we were appropriated \$1.5 million in the Special Build IN fund, it is hoped that we can pursue another \$1.5 - \$2.5 million to be able to keep up with the Federal schedule.

Mr. Agnew stated that there is a meeting scheduled for Monday with Lake Erie Land Company to discuss the development of the handicapped park.

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Project Engineering Committee – In Committee Chairman Bob Huffman's absence, Mr. Agnew gave the report. He stated that there were no motions to be made tonight. He further stated that the pre-construction meeting on the East Reach Remediation area was held on September 9th. Construction clearing and grubbing has begun. IDNR has approved the permit and we have received it (copy in packet).

He further reported that Cole & Associates are completing surveys for the Woodmar Country Club and Wicker Park area. Appraisals will be assigned once these surveys are received.

Legislative Committee – In Committee Chairperson Arlene Colvin's absence, Mr. Gardner gave the report. He informed the Board members that progress has been made. The COE letter, in packet, that states the Federal budgetary needs was forward to the State Budget Agency. After talking with Representative Earl Harris and meeting with Representative Chet Dobis, they were successful in getting the Little Cal project on the Budget Committee agenda for approval. Mr. Gardner went to the Budget meeting in Indianapolis on September 10th and we were able to secure \$1.5 million out of the Special Build IN fund. That is still not enough to meet the COE schedule (if all goes on schedule). It is hoped that the Commission can still secure at least an additional \$1.5 million in a special session. Mr. Vosti asked what would happen if we do not enough money to keep up with the Federal schedule; Mr. Gardner answered that the schedule will slip and it will just take us that much longer to finish.

Mr. Gardner referred to the news article that Congress has approved \$16 million in water projects for Indiana. The flood control project has \$9.4 million of that and there is \$1.8 million to fund dredging of Burns Waterway. He stated that the Congressman is doing an excellent job in securing money for northwest Indiana.

Recreational Development Committee – Committee Chairman George Carlson referred to the letter in the agenda packet that Mayor Dedelow had sent to Senator Richard Lugar requesting his assistance in urging the COE to expedite its recreational spending at the OxBow area so the connecting bridge can be built when the Hammond-Highland grant money is received. The bridge for a connecting link so the entire trail system will connect. It is our responsibility that the bridge be built. Staff has written 2 letters to the COE asking for a breakdown of costs to move that portion up on the schedule and relaying to them the Board's desire to pursue this.

Mr. Carlson stated that today is the first year anniversary of the dedication that was held on the Carlson OxBow Park in Hammond. He stated he was pleased that so many improvements have been made to the park just in this year's time. They are now in the process of getting water to the site to be able to water the flowers and shrubs.

Marina Committee – Committee Chairman Bill Tanke referred to the news article in the agenda packet announcing that docking fees will increase at the Portage Public Marina for the next boating season, as a result of the Board of Public Works. This is the first increase in four years. Mr. Tanke also reported that the committee met with Mayor-elect Doug Olsen on September 20th and brought him up to date on the marina development issues. He seemed very interested and very cooperative to working with us.

Mr. Tanke reported that the COE met with IDNR/IDEM/City officials regarding the dredging of the Burns Waterway. All were very optimistic that with money in place that dredging would take place next year. There is sampling that is ongoing now to determine whether it is clean enough sand for beach nourishment. There is about 170,000 cubic yards and if sand is good, and it is expected to be good, it can be used for Ogden Dunes.

Mr. Vosti made a motion for the attorney to send a letter to the City requesting the year end financial statement from the marina site; motion seconded by George Carlson; motion passed unanimously.

Finance Committee – In Committee Chairperson Arlene Colvin's absence, Mr. Gardner presented the financial status report and claims for approval. Mr. Carlson made a motion to accept the financial report and approve the September claims; motion seconded by Chuck Agnew; motion passed unanimously.

Mr. Gardner also reported that the COE has requested a \$300,000 withdrawal from the escrow account.

Minority Contracting Committee – Committee Chairman Marion Williams reported that the COE and Commission are planning a public pre bid meeting on October 13th here at the office. This pre bid meeting will be for Stage IV Phase 1 North (Cline to Burr). Area contractors were invited. Mr. Gardner added that we have targeted minority contractors to attend. Jim Pokrajac added that the pre-construction meeting was held with Dyer Construction, who received the award of the East Reach Remediation area. It was brought to their attention that the COE would expect regular minority participation reports from them through the project. COE said they will keep us informed and we will receive monthly reports.

Other Business – Commissioner Chuck Agnew thanked the Board and staff for the plant that was sent to him while in the hospital and added that he was feeling great now.

Statements to the Board – Don Ewoldt of Lake Erie Land Company stated he would like a list of the contractors that either the COE or the Commission does business with. Mr. Gardner informed him of the 40% minority participation that is requested and Mr. Ewoldt stated they would like to do the same when construction starts for wetland development.

There being no further business, the next regular Commission meeting was scheduled for **6:00 p.m. Wednesday, November 10, 1999. Please note that this is a change from our regular first Thursday of the month meetings, which we try to schedule.**

/sjm

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Build Indiana money pegged for Little Cal

■ \$1.5 million to help fund flood control project.

BY DAVID HENDRIX
Times Correspondent

PORTAGE — After concern earlier this year that its flood control project might face a funding shortfall on the state level, the Little Calumet River Basin Development Commission learned Thursday night that \$1.5 million from the Build Indiana capital fund had been earmarked for the project over the next two fiscal years.

The \$1.5 million is the largest amount allotted to any single

project on the Build Indiana list for 2000 and 2001. But, it was a "good news, bad news" situation for Executive Director Dan Gardner. Every dollar in the Build Indiana Fund is now fully accounted for, he said.

About \$4 million in state money is needed as a local match to receive about \$9.4 million in federal funds that have already been secured by U.S. Rep. Peter Visclosky, D-Ind. To get the remaining \$2.5 million from the state, Gardner has asked state Rep. Chester Dobis, D-Merrillville, and state Sen. Earl Harris, D-Gary, to help find another funding source. As of Thursday's meeting, Gardner hadn't heard the final deci-

sion, but was optimistic.

Commission members had been concerned in the spring that if all the needed state funds weren't available, the project would not be eligible for the federal money. If this happened, construction on the river-front levee project would be halted for much of 2000.

In other business:

■ Gardner announced that Visclosky will be in the region Nov. 12 to celebrate the midway point of the massive \$100 million Little Calumet project. A ceremony will take place at the Lake Etta Park pavilion in Gary. Visitors will be given a tour of some of the levees that have been finished and the

recreational hiking/bicycling trails that have been built.

■ The commission announced that the levee in Griffith between Cline Avenue and the Elgin, Joliet and Eastern railroad tracks has been finished, and that the town of Griffith has agreed to cover the costs and labor for the levee's long-term maintenance.

■ The commission introduced its newest member, John Mroczkowski of Highland. Mroczkowski, who takes one of the governor's appointed seats that was left vacant with the death of Robert Trelo, is an employee of the Lake County Surveyor's office. His appointment took effect in early September.



STATE OF INDIANA

FRANK O'BANNON
Governor

STATE BUDGET AGENCY

212 State House
Indianapolis, Indiana, 46204-2796
317/232-5610

Peggy Boehm
Budget Director

October 5, 1999

Mr. Dan Gardner
6100 Southport Road
Portage IN 46368

Dear Mr. Gardner:

On September 10, 1999, the Indiana State Budget Committee, in compliance with the provisions of P.L. 273-1999, SECTION 33, recommended that \$1,500,000 be made available for the Little Calumet River Basin Commission from the Build Indiana Fund. This grant has been approved by Governor O'Bannon and the State Budget Agency.

Attached please find two copies of the agreement letter that must be completed and signed to permit disbursement of the funds. It is very important that you pay special attention to completing exhibits A, B, and C and that you sign and return both copies. The body of the agreement letter contains a description of what is to be in each of those exhibits.

In addition to the letter, attached is the drug free Indiana statement which you must also sign and return with the letter.

When the completed and signed agreement letter is returned, claims will be paid in accordance with Exhibit C. A copy of the State's claim voucher is included for your convenience.

Audits of Governmental entities subject to audit by the State Board of Accounts will be conducted as part of the regular audit of the entity. For audit purposes, all other entities need to comply with the provisions of IC 5-11-1-9. Entities which are not governmental entities are requested to complete the enclosed E-1 report and submit it to the State Board of Accounts per IC 5-11-1-4.

If you have any questions concerning the agreement, please call Susan Kennell or Joan Essex of the Budget Agency Staff.

Sincerely,

Peggy Boehm
State Budget Director

PB/jte
Attachments



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206
November 3, 1999

REPLY TO
ATTENTION OF:

Programs and Project Management Division
Project Management Branch

Mr. Dan Gardner
Executive Director
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, IN 46368

Dear Mr. Gardner:

Enclosed is a break down of the Federal fund and the Non-federal matching fund for the Fiscal Years 2000, 2001, and 2002. I request that the Little Calumet River Basin Development Commission provide a local cash contribution of \$1,000,000 for the Little Calumet River Flood Protection and Recreation Project in accordance with Articles II and VI of the Local Cooperation Agreement executed on August 16, 1990. Please deposit the funds into the established escrow account (Number 7500-0244-4747) as specified in Article VI.6.2 of the Local Cooperation Agreement.

The requested contribution represents the commission's obligation to contribution in cash 5 percent of the costs estimated to be incurred (related to structural flood control measures) through the end of the Federal Government's fiscal year ending in September 30, 2000.

Enclosure

Sincerely,


JOHN E. SIRLES, III
Deputy for Project Management

**LITTLE CALUMET RIVER FLOOD CONTROL AND RECREATION PROJECT
PROJECTED FEDERAL AND NON-FEDERAL FUNDING REQUIRED FOR
FISCAL YEARS 2000, 2001 AND 2002**

03-Nov-99 CONTRACT	TOTAL CONTRACT COST	FY 00 Fed	(10/99-9/00) Non-Fed	Total Per FY	FY 01 Fed	(10/00-9/01) Non-Fed	Total Per FY	FY 02 Fed	(10/01-9/02) Non-Fed	Total Per FY
East Reach Rems.	\$1,700,000	\$1,302,000	\$98,000	\$1,400,000						
IV-1 North	\$2,800,000	\$2,139,000	\$161,000	\$2,300,000	\$465,000	\$35,000	\$500,000			
IV-1 South	\$5,000,000	\$1,395,000	\$105,000	\$1,500,000	\$3,255,000	\$245,000	\$3,500,000			
Burr Street 1	\$2,500,000	\$265,000	\$235,000	\$500,000	\$1,060,000	\$940,000	\$2,000,000			
Burr Street 2	\$2,340,000				\$712,151	\$787,849	\$1,500,000	\$398,804	\$441,196	\$840,000
Pump Station 1A	\$3,300,000	\$1,395,000	\$105,000	\$1,500,000	\$1,674,000	\$126,000	\$1,800,000			
Hired Labor*		\$2,399,400	\$100,800	\$2,500,000	\$1,395,000	\$105,000	\$1,500,000	\$1,395,000	\$105,000	\$1,500,000
A/E Contracts	\$1,583,000	\$1,109,490	\$83,510	\$1,193,000	\$372,000	\$28,000	\$400,000			
Stage VI-1	\$6,000,000							\$1,395,000	\$105,000	\$1,500,000
Stage VI-2	\$1,500,000							\$465,000	\$35,000	\$500,000
Stage V-3	\$1,200,000							\$186,000	\$14,000	\$200,000
Wetland Mitigation*	\$1,000,000				\$279,000	\$21,000	\$300,000	\$279,000	\$21,000	\$300,000
Pump Station 1B	\$2,500,000				\$465,000	\$35,000	\$500,000	\$1,395,000	\$105,000	\$1,500,000
Total		\$10,004,890	\$888,110	\$10,893,000	\$9,677,151	\$2,322,849	\$12,000,000	\$5,513,804	\$826,196	\$6,340,000

Burr Street Budget

	Construction	Engineering and Design	Construction Management	Total	Available Fed \$\$	Required Non-Fed	Fed %	Non-Fed %
Burr Street Budget	\$4,840,000	\$484,000	\$363,000	\$5,687,000	\$2,700,000	\$2,987,000	47%	53%
Total Non-Fed	\$4,037,155							

* This wetland mitigation is being done on project lands

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Beach meeting set today

■ Town Council, Beach Nourishment Advisory Committee to explain proposal to residents

BY JOYCE RUSSELL
Times Staff Writer

OGDEN DUNES - Town residents will have a chance to hear first hand from town officials Wednesday the details of the proposed agreement to restore their beach.

The Ogden Dunes Town Council and Beach Nourishment Advisory Committee have called a public information and input meeting on the proposed agreement with the state and federal governments at 7:30 p.m. today at the Ogden Dunes Volunteer Fire Station.

"The purpose of the meeting is to inform the town where we are in regards to the restoration of the beach," Councilman Bill Eichhorn said. "We want to present them the general proposal and get their reaction to that."

The local, state, and federal government entities involved in the negotiations reached a tentative agreement Oct. 22.

Basics of that agreement include the construction of a 24-car parking lot on an undeveloped lot on the far east side of the town. The lot would be purchased by the state and would provide fishermen with access to the breakwall at the Burns Waterway.

The settlement also calls for the construction of an eight- to 10-car parking lot on the west end of town. That lot would be on Indiana Dunes National Lakeshore property adjacent to town limits.

In return, the U.S. Army Corps of Engineers will begin a study as soon as possible on the restoration and maintenance of the beach. The study will take about two years to complete and work

Meeting

Continued from A3

on beach restoration could begin once the study is complete.

The project will be financed by the federal government. Officials have said the project most likely will cost in excess of \$15 million.

Representatives of various organizations, including the town, U.S. Rep. Peter Visclosky and the Indiana Port Commission, have been negotiating for many months to reach a settlement. They had thought they had reached an agreement in January, but that pact was never finalized. The sticking point had been the construction of a road from the town limits, across private property, to the fishing pier.

Eichhorn said the town is now on a tight time schedule to approve the agreement. Federal officials want the town to act by Dec. 1 so that the money for

the study can be included in the present federal fiscal year's budget.

Eichhorn said the Town Council will gather comments from residents tonight and is expected to have the agreement and comments formally presented to the council at its meeting Monday.

"The purpose of the meeting is to inform the town where we are in regards to the restoration of the beach. We want to present them the general proposal and get their reaction to that."

Bill Eichhorn,
Ogden Dunes
Town Council

OGDEN DUNES BEACH RESTORATION

Deal may be at hand

■ Project could begin
within next two years.

BY JOYCE RUSSELL
Times Staff Writer

OGDEN DUNES — An apparent settlement has been reached between the town and state and federal governments to restore and maintain the Ogden Dunes beach.

"It is now a deal," Tom Dogan, an attorney and one of the chief negotiators for Ogden Dunes, said Friday afternoon.

Representatives of the town, the Indiana Port Commission, Gov. Frank O'Bannon, U.S. Rep. Pete Visclosky, the Indiana Dunes National Lakeshore and the Save the Dunes Council met Friday to negotiate an agreement that could bring about \$15 million in relief to the town's eroding beach within the next two years.

"The meeting was extremely productive, but there are still some hurdles to go over. I feel we are likely 80 percent there," said Chuck Brimmer, Visclosky's chief of staff, who led the negotiations.

"We believe this is a win-win situation for the town and other residents of Northwest Indiana," Brimmer said.

However, Brimmer tempered Dogan's enthusiasm about the tentative agreement.

"We will believe everything is a go when all the documents are signed. If the town agrees within the next month, we can have the

Deal

Continued from A1

study under way in this fiscal year. If the town doesn't agree within the next month, it will be moved to the next fiscal year," said Brimmer, adding it is imperative the town move as quickly as possible to finalize the agreement.

Lara Beck, director of communications for the Indiana Port Commission, said "progress has been made and the Indiana Port Commission looks forward to coming to a quick resolution."

She had no details of the tentative agreement.

Representatives of the various agencies have been negotiating for many months to reach a settlement. They had thought they had reached an agreement in January, but that pact was never finalized. The sticking point then, as it has been in ensuing months, is location of a parking lot on the east end of the town to give the public access to the breakwater at Burns Waterway.

Talks had been to have a parking lot off town property and near the breakwater. However, the stumbling block came in the cost of the acquisition of needed property and construction of the road.

Visclosky's representatives had told other parties involved that increased public access to the beach and breakwater were imperative before any federal dollars would be spent on the restoration and maintenance project.

The town had already undertaken efforts to improve a hiking/biking trail over an abandoned railroad easement that cuts through the small town.

Dogan said the new settlement calls for the construction of a 24-car parking lot on the east end of the town. The Indiana Port Commission will acquire a vacant lot on the far east end of the town for construction of the lot.

"We had always reported there would be an east-end parking lot. We had hoped it would be for 20 cars. It will be for 24. We feel it is a good compromise," Dogan said.

The settlement also calls for construction of an eight- to 10-car parking lot on the west end of town. That parking lot will be on National Lakeshore property adjacent to the town's limits.

In return, the U.S. Army Corps of Engineers will commence a study as soon as possible on restoration and maintenance of the beach. The \$200,000 needed to finance the study has already been allocated by the federal government. The study should take about two years to complete.

Brimmer said construction could begin once the study is completed.

Also, Dogan said, the money for the beach restoration is in place and will not require a state match as had been previously sought.

"The federal government will pay for it all," he said.

Dogan said Visclosky had previously earmarked the money in anticipation of a settlement so that the funding will not have to go through regular congressional appropriation procedures.

"Now that the money is there, the time period has been accelerated," said Dogan, adding it always had been estimated that it would take three to five years for the project to begin. With the funding already in place, it will take about two years for sand to reach the Ogden Dunes beach.

Dogan said town negotiators will shortly call a public information meeting to explain the details of the agreement.

A "friendly" class-action suit also will be filed against various government agencies as a formality to make the settlement legally binding for all the parties involved, he said.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical analysis performed.

3. The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the findings of the research. The data shows a clear trend of increasing activity over time, which is consistent with the hypothesis.

4. The fourth part of the document discusses the implications of the findings. It suggests that the results have significant implications for the field of research and may lead to further developments in the future.

5. The fifth part of the document concludes the study. It summarizes the main findings and provides a final statement on the importance of the research.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 1999 - SEPTEMBER 30, 1999

CASH POSITION - JANUARY 1, 1999

CHECKING ACCOUNT

LAND ACQUISITION	51,373.91	
GENERAL FUND	109,925.65	
TAX FUND	0.00	
INVESTMENTS	1,137,500.00	
ESCROW ACCOUNT INTEREST	4,245.98	
	<hr/>	1,303,045.54

RECEIPTS - JANUARY 1, 1999 - SEPTEMBER 30, 1999

LEASE RENTS	43,888.52	
INTEREST INCOME	40,466.19	
LAND ACQUISITION	684,641.31	
ESCROW ACCOUNT INTEREST	6,183.98	
MISC. INCOME	213.00	
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	1,551.51	
TOTAL RECEIPTS	<hr/>	776,944.51

DISBURSEMENTS - JANUARY 1, 1999 - SEPTEMBER 30, 1999

ADMINISTRATIVE

1998 EXPENSES PAID IN 1999	59,886.95	
PER DIEM	8,200.00	
LEGAL SERVICES	3,613.97	
NIRPC	82,345.53	
TRAVEL & MILEAGE	1,719.17	
PRINTING & ADVERTISING	3,334.19	
BONDS & INSURANCE	5,841.63	
TELEPHONE EXPENSE	6,403.05	
MEETING EXPENSE	2,631.49	
LAND ACQUISITION		
LEGAL SERVICES	56,655.59	
APPRAISAL SERVICES	61,475.00	
ENGINEERING SERVICES	43,951.00	
LAND PURCHASE CONTRACTUAL	11,377.00	
FACILITIES/PROJECT MAINTENANCE SERVICES	19,977.68	
OPERATIONS SERVICES	0.00	
LAND MANGEMENT SERVICES	100,526.93	
SURVEYING SERVICES	68,470.98	
ECONOMIC/MARKETING SOURCES	3,164.99	
PROPERTY & STRUCTURE COSTS	15,253.12	
MOVING ALLOCATION	0.00	
TAXES	4,790.07	
LAND PURCHASE CONTRACTUAL	0.00	
PROPERTY & STRUCTURES INSURANCE	20,699.00	
UTILITY RELOCATION SERVICES	6,899.89	
LAND CAPITAL IMPROVEMENT	23,267.80	
STRUCTURAL CAPITAL IMPROVEMENTS	2,195.75	
ESCROW ACCOUNT NBD BANK	0.00	
TOTAL DISBURSEMENTS	<hr/>	552,793.83

CASH POSITION - SEPTEMBER 30, 1999

CHECKING ACCOUNT

LAND ACQUISITION	311,092.36	
GENERAL FUND	73,956.11	
TAX FUND	-2,521.23	
INVESTMENTS	1,188,076.15	
ESCROW ACCOUNT INTEREST	10,429.96	
	<hr/>	1,581,033.35

CLAIMS PAYABLE FOR OCTOBER 1999

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5801	EMERSON DELANEY	200.00	PER DIEM FOR 4 DAYS TRAVEL/ATTENDANCE IN RICHMOND,VA
5801	JOHN DEMEO	200.00	PER DIEM FOR 4 DAYS TRAVEL/ATTENDANCE IN RICHMOND,VA
5801	BILL TANKE	200.00	PER DIEM FOR 4 DAYS TRAVEL/ATTENDANCE IN RICHMOND,VA
5801	GEORGE CARLSON	200.00	PER DIEM FOR 4 DAYS TRAVEL/ATTENDANCE IN RICHMOND,VA
5801	CHUCK AGNEW	200.00	PER DIEM FOR 4 DAYS TRAVEL/ATTENDANCE IN RICHMOND,VA
5811	LOUIS CASALE	283.33	RETAINER FEE BILLED THROUGH 10/28/99
5811	LOUIS CASALE	308.00	ADDITIONAL LEGAL SERVICES THROUGH 10/28/99
5812	NIRPC	8,763.28	SERVICES PERFORMED SEPTEMBER 1999
5812	KRAMER & LEONARD	339.75	PURCHASE PRICE OF FILE CABINET FOR COMMISSION USE
5812	UNITED PARCEL SERVICE	11.75	OVERNIGHT MAIL DELIVERY
5812	JAMES POKRAJAC	18.68	REIMBURSEMENT FOR FILM DEVELOPING OF FILM OF PICTURES TAKEN FOR FLOOD CONTROL PROJECT IN RICHMOND,VA
5821	NAFSMA	400.00	COMMISSION MEMBERSHIP DUES FOR THE YEAR 2000
5821	SAND RIDGE BANK	3,133.37	AIRLINE TICKETS FOR RICHMOND,VA. MEETING FOR COMMISSIONER & STAFF(10 TOTAL)@ A COST OF \$322.50 FOR 7 TICKETS, AND \$291.84 FOR 3 Senior tickets
5821	NAFSMA	399.00	CONFERENCE REGISTRATION FEE FOR WM TANKE AT NAFSMA
5821	SANDY MORDUS	47.04	MILEAGE 9/24/99-10/8/99
5821	SANDY MORDUS	24.92	MILEAGE 10/13/99-10/22/99
5821	DAN GARDNER	288.40	MILEAGE 7/14/99-10/18/99
5821	AMERICAN LIMOUSINE	252.00	TRANSPORTATION TO AIRPORT FOR RICHMOND,VA TRIP 10/23/99
5821	AMERICAN LIMOUSINE	256.00	TRANSPORTATION FROM FROM AIRPORT TO INDIANA
5821	SAND RIDGE BANK	84.00	TRANSPORTATION FROM AIRPORT TO HOTEL IN RICHMOND,VA
5821	SAND RIDGE BANK	84.00	TRANSPORTATION FROM HOTEL TO AIRPORT IN RICHMOND,VA
5821	JAMES POKRAJAC	152.58	REIMBURSEMENT FOR MEALS AT RICHMOND VA MEETING
5821	SANDY MORDUS	100.00	REIMBURSEMENT FOR MEALS AT RICHMOND VA MEETING
5821	DAN GARDNER	95.32	REIMBURSEMENT FOR MEALS AT RICHMOND VA MEETING
5821	JUDITH VAMOS	72.45	REIMBURSEMENT FOR MEALS AT RICHMOND VA MEETING
5821	CHUCK AGNEW	80.00	MEAL ALLOWANCE INCURRED ON TRAVEL TO RICHMOND VA
5821	GEORGE CARLSON	80.00	MEAL ALLOWANCE INCURRED ON TRAVEL TO RICHMOND VA
5821	WILLIAM TANKE	80.00	MEAL ALLOWANCE INCURRED ON TRAVEL TO RICHMOND VA
5821	JOHN DEMEO	80.00	MEAL ALLOWANCE INCURRED ON TRAVEL TO RICHMOND VA
5821	EMERSON DELANEY	80.00	MEAL ALLOWANCE INCURRED ON TRAVEL TO RICHMOND VA
5824	GTE NORTH	71.09	MODEM TELEPHONE SERVICE 9/28/99-10/28/99
5824	GTE NORTH	127.34	BILLING PERIOD 10/16/99-11/18/99(Total Bill 271.15, KRBC 143.81)
5824	MCI	247.94	BILLING PERIOD 9/15/99-10/14/99(TOTAL BILL 269.48,KRBC 21.54)
5825	SAND RIDGE BANK	128.60	MEETING EXPENSES INCURRED 10/25/99 IN RICHMOND,VA
5825	SAND RIDGE BANK	721.83	MEETING EXPENSES INCURRED 10/25/99 IN RICHMOND,VA
5825	SAND RIDGE BANK	85.60	FINANCE COMMITTEE MEETING EXPENSE 10/13/99
5838	LOUIS CASALE	6,266.15	LAND ACQUISITION/LEGAL SERVICES THROUGH 10/28/99
5841	JANET O'TOOLE & ASSOCIATES	4,000.00	APPRAISALS FOR DC-815,798,800,799, & DC-814
5841	HAROLD L. WHEELER	200.00	COURT ORDERED APPRAISAL FOR DC-147
5841	ROBERT W. METZ	200.00	COURT ORDERED APPRAISAL FOR DC-147
5841	TONY ZALESKI	200.00	COURT ORDERED APPRAISAL FOR DC-147
5841	ASSOCIATED PROPERTY COUNSELORS	225.00	APPRAISAL FOR DC-601
5841	ASSOCIATED PROPERTY COUNSELORS	225.00	APPRAISAL FOR DC-602
5841	ASSOCIATED PROPERTY COUNSELORS	3,500.00	APPRAISAL FOR DC-59
5841	ASSOCIATED PROPERTY COUNSELORS	4,500.00	APPRAISAL FOR DC-607
5841	ASSOCIATED PROPERTY COUNSELORS	575.00	ADDITIONAL APPRAISAL WORK NEEDED FOR DC-607
5841	ASSOCIATED PROPERTY COUNSELORS	2,500.00	APPRAISAL FOR DC-546
5842	R. W. ARMSTRONG	3,999.90	ENGINEERING SERVICES FOR PERIOD ENDING 10/15/99
5843	TICOR TITLE INSURANCE COMPANY	75.00	TITLE INSURANCE UPDATE FEE FOR DC-743
5843	TICOR TITLE INSURANCE COMPANY	75.00	TITLE INSURANCE UPDATE FEE FOR DC-793
5843	TICOR TITLE INSURANCE COMPANY	75.00	TITLE INSURANCE UPDATE FEE FOR DC-582
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-583

CLAIMS PAYABLE FOR OCTOBER 1999 CONTINUED

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5843	LAKE COUNTY RECORDER	76.00	TO RECORD EASEMENTS FOR DC-599,604, & 609
5843	LAKE COUNTY RECORDER	70.00	TO RECORD EASEMENTS FOR DC-596 & 607
5844	JAMES POKRAJAC	2,356.00	LAND MANAGEMENT/ENG SERVICES 9/16/99-9/30/99
5844	JAMES POKRAJAC	133.56	SEPTEMBER MILEAGE
5844	JAMES POKRAJAC	3,002.00	LAND MANAGEMENT/ENG SERVICES 10/4/99-10/15/99
5844	JAMES POKRAJAC	3,496.00	LAND MANAGEMENT/ENG SERVICES 10/16/99-10/31/99
5844	JAMES POKRAJAC	173.60	OCTOBER MILEAGE
5844	JUDITH VAMOS	2,033.50	LAND ACQUISITION/MANAGEMENT SERVICES 9/16/99-9/30/99
5844	JUDITH VAMOS	31.92	SEPTEMBER MILEAGE
5844	JUDITH VAMOS	1,078.00	LAND ACQUISITION/MANAGEMENT SERVICES 10/1/99-10/7/99
5844	JUDITH VAMOS	1,788.50	LAND ACQUISITION/MANAGEMENT SERVICES 10/18/99-10/29/99
5844	JUDITH VAMOS	29.68	OCTOBER MILEAGE
5844	SANDY MORDUS	294.00	CREDITING TECHNICIAN SERVICES 10/14/99-11/2/99
5847	COLE ASSOCIATES INC	1,820.00	SURVEY SERVICES INCURRED IN WETLANDS ACREAGES
5847	COLE ASSOCIATES INC	540.00	SURVEY SERVICES IN ERR AREA
5847	COLE ASSOCIATES INC	960.00	SURVEY SERVICES INCURRED IN SIV-PHASE 1 NORTH
5847	COLE ASSOCIATES INC	460.00	SURVEY SERVICES INCURRED IN SIV-PHASE 1 NORTH
5847	GREAT LAKES ENGINEERING	6,930.50	SURVEY COSTS INCURRED ON BETTERMENT LEVEE
5848	MERGING PICTURES INC	2,287.50	COST FOR ADD'L COPIES OF PROJECT VIDEO & CONTRACT BALANCE
5861	PAULINE A. & GEORGE W. COLIAS	9,190.00	PURCHASE PRICE OF DC-578
5861	LAKE COUNTY CLERK	1,340.00	PURCHASE PRICE OF DC-147
5861	STAR REGISTER PUBLICATIONS	20.30	PUBLICATION NOTICE FOR DC-476
5882	R. W. ARMSTRONG	210.00	UTILITY RELOCATION SERVICES FOR PERIOD ENDING 10/15/99
5883	LOCK & KEY	50.00	LOCKS FOR GATES TO SECURE COMMISSION LANDS
5883	K & S TESTING & ENGINEERING INC	1,492.00	ENVIRORMENTAL ASSESSMENT OF LOTS 23 & 24 ON GERRY ST GARY
TOTAL		84,720.38	

INVOICE

**NORTHWESTERN INDIANA
REGIONAL PLANNING COMMISSION**
6100 Southport Road
Portage, IN 46368
219-763-6060 Fax 219-762-1653

INVOICE NO: 9/9

DATE: 10/01/99

To: LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
For: Services performed SEPTEMBER 1999

Contract code: P-LCRBDC

Internal code: P219

DESCRIPTION	AMOUNT
Salaries and fringe benefits	6,950.00
Accounting services	500.00
Room rental	580.00
Postage	156.52
Copying charges @ \$5.00/month plus \$.06 per copy 3813 copies	233.78
Fax machine / Long distance @ \$5.00 plus current charges	17.62
Graphics, printing and clerical time at \$23.00/hr; 0.00 hours	-
Petty Cash	
Calling Card Calls January to August 1999	325.36
TOTAL	\$ 8,763.28



WORK STUDY SESSION
ENGINEERING COMMITTEE
NOVEMBER 10, 1999
Bob Huffman, Committee Chairman

1. A meeting was held in Chicago on 10/29 with Milestones, Inc. and R&J Construction Supply to discuss and review different formliner options which could be incorporated into the west reach plans where there is high visibility.
2. East Reach Remediation area construction:
 - All clearing and grubbing completed
 - Inspection trench completed
 - 46,000 yards of clay required for this project – Approx. 20,000 installed (including pre-loading area)
 - Construction will stop with cold weather (approx. early December)
 - Projected construction completion is September 2000
3. Meeting is scheduled with EARTH TECH ENVIRONMENTAL (formerly Rust Engineering) to have field review and office discussion of Stage VII (Northcote to Columbia) on 11/23. This will be done in the spirit of informing the designer of field problems and coordinating with the communities.
4. A pre-bid meeting was held on the Stage IV Phase 1 North project on 10/13 at our office.
5. A technical review meeting was held at the COE office on 11/9 to discuss ongoing technical and coordination issues.
6. Letters were sent to North Township Office (Greg Cvitkovich) and Woodmar Country Club (Bob Girot) on 10/15 indicating surveying was being completed and the acquisition process would start.

PROJECT ENGINEERING
MONTHLY STATUS REPORT
Wednesday, November 10, 1999

STATUS (Stage II Phase 1) Harrison to Broadway – North Levee:

1. Project completed on July 10, 1992.
Dyer Construction – Contract price \$365,524

STATUS (Stage II Phase II) Grant to Harrison – South Levee:

1. Project completed on December 1, 1993.
Dyer/Ellas Construction – Contract price \$1,220,386

STATUS (Stage II Phase 3A) Georgia to Martin Luther King – South Levee:

1. Project completed on January 13, 1995.
Ramirez & Marsch Construction – Contract price \$2,275,023

Landscaping Contract (This contract includes all completed levee segments – installing, planting zones, seeding, and landscaping):

1. Dyer Construction – Contract price \$1,292,066
Project completed June 11, 1999

STATUS (Stage II Phase 3B) Harrison to Georgia – South Levee:

1. Rausch Construction started on 11/20/95. (Construction is approx. 98% complete)
 - Currently \$3,280,112.42 has been spent on this project.
2. Broadway pumps station remains to be inspected.
 - A. Final testing and turnover to Gary Sanitary District is pending. Waiting on contractor response to complete testing. (Still waiting to schedule operational test)
3. Survey work has been completed to re-route recreation trail off of existing levee North of IUN to cross at 32nd Avenue. (Refer to Recreation report)
4. The COE sent a final punch list to Rausch Construction on August 25th requesting these items be ready for final inspection no later than September 24th.
 - It is currently scheduled for early to mid-October

STATUS (Stage II Phase 3C2) Grant to Harrison:

1. The overall project is 98% complete, and the final scheduled completion is for the end of September 1999.
 - The final inspection was made by the COE on July 15th and eleven (11) items remain to be completed on the punch list.
 - Currently, \$3,680,554 has been spent on this project.
2. The operational test for the Grant Street pumping station was held on November 19th, 1998, with LCRBDC, COE, GSD, and the City of Gary.
 - A. The tests were completed and the pump station was found to be satisfactory as per COE plans and specs with the exception of minor punch list items. (These are currently being completed.) COE to inform us as of its completion – ongoing as of October 4th.

STATUS (Stage II Phase 4) Broadway to MLK Drive – North Levee:

1. All structural levee work completed. All grading and backfilling have been completed.
 - A. Project is approx. 98% completed and the anticipated overall completion is for September of 1999.
 - B. Current money spent to date is \$4,175,000
2. This portion of levee construction has been completed.
 - A. The pump station has been completed and is ready to be tested. (The meter has been installed as of December 9th, 1998, which will begin the 30 month payback agreement to NIPSCO by the GSD.)
 - Contractor and COE still coordinating to schedule the pump test.
3. The COE sent a final punch list to Rausch Construction on August 25th requesting that these items be ready for final inspection no later than September 24th.
 - It is currently scheduled for inspection in early to mid-October.

STATUS (STAGE III) Chase to Grant Street:

1. Project completed on May 6th, 1994.
Kiewit Construction – Contract price \$6,564,520.
2. We received a letter from the COE on March 17th, 1999, including design recommendations, and requesting our comments and review for the **STAGE III DRAINAGE REMEDIATION PLAN.**
 - We submitted sets for review to the Gary Sanitary District and the Lake Erie Land company on April 6. We are awaiting their response and will have a coordination meeting for drainage in the entire Grant Street area with Gary, GSD, COE, and LCRBDC upon receipt. (Ongoing)
 - A coordination meeting was held with the LCRBDC and Greely & Hansen (representing the GSD) on September 17th, that reviewed the overall drainage problems on both sides of Grant St. We are working with them to develop a comprehensive plan for drainage in this area.

STATUS (Stage IV Phase 1 - North) Cline to Burr (North of the Norfolk Southern

Railroad: This area was modified to include the drainage system from Colfax to Burr on June 21st, 1995

1. IV-1 (North) The drainage system from Colfax to Burr Street North of the Norfolk Southern RR.
 - This project was advertised on November 3rd, 1999, scheduled to be awarded on November 30th, 1999, and get the notice to proceed on January 15th, 2000.
2. Survey work was completed by Cole Associates and wrote a letter on September 15th, 1999, indicating the GPS coordinates confirmed legal descriptions as approved (concern because of Taborski parcel). /
3. A pre-construction meeting was held on October 13th, 1999 to discuss the project and answer questions posed by the attending contractors. 2

STATUS (Stage IV Phase 1 – South) (South of the N.S. RR.)

1. IV-1 (South) The remainder of the IV-1 project not included as part of IV-1 (North), primarily all of the construction South of the N.S. RR.
 - The current schedule is to advertise on 4/20/00; award 7/24/00; and construction start on 8/21/00.
2. A field coordination meeting was held on July 16th with the COE, NIPSCO, Ameritech, Lake County Highway, and the LCRBDC to review the relocation of utilities to serve the WIND facility.
 - **NIPSCO and Ameritech are currently coordinating with the N.S. RR. to get permission (and written approval) to install a pole line on their property to serve the radio facility.**
3. The COE wrote a letter to INDOT on Jan. 22nd (We got a copy on Feb. 25th) suggesting coordination for our work limits extending onto an already created mitigation area.
 - We sent a fax to Ed Tang (INDOT Project Manager for Cline Ave.) on Sept. 13th, enclosing real estate requirements and suggesting we discuss this possibility. (Refer to Land Acq. Report)
 - **We are awaiting written approval from the Detroit Corps along with their recommendations to re-enhance the existing mitigation area used by INDOT.**
4. The COE sent the final drawings for design for the WIND radio property to their engineer for comments on May 11th.
 - The survey has been completed, the legals are finished, and the appraisal process has been completed. (Refer to Land Acq. Report)
5. **The corps met with WIND on October 7th, 1999, to review engineering design and layout with new personnel. A letter was sent to them on October 15th, 1999, enclosing minutes of the meeting.**
6. **The corps wrote a letter to the N.S. RR and the E.J. & E. RR. on October 1st, 1999, indicating all of their comments have been incorporated into the final set of drawings.**

3-4

5-6

STATUS (Stage IV Phase 2A) Burr to Clark – Lake Etta:

1. Dyer Construction-95% complete.
 - A. Currently, \$3,174,000 has been spent on this project.
2. The North Burr Street stormwater pumping station has been completed.
 - A. The operational test was held on March 2, 1999. The follow-up inspection was held on March 30, 1999.
 - B. We received a letter from the COE on May 3rd (dated April 28th) that the pump station training was performed on April 22nd with the designated reps of the GSD.
 - C. The LCRBDC met with the COE, Dyer Construction (general contractor), and Austgen Electric (pump station sub-contractor) on May 3rd and accepted part of the spare parts.
 - We are awaiting the remaining of the spare parts to complete the checklist. (Ongoing)
 - GSD will not accept responsibility for any pump station until all issues are resolved and turnovers completed. (Refer to Land Management Report)
 - D. We received a copy of a letter from the COE on September 3rd, 1999, indicating final items to be completed prior to the upcoming final inspection.

STATUS (Stage IV Phase 2B) Clark to Chase

1. 100% of levee construction has been completed, and the projected overall completion is for the fall of 1999.
 - Although pre-loading was done, settlement caused a break in the joint from the headwall to the gatewell in the closure structure west of Chase Street. This will be allowed to further settle until mid-summer, upon which the repair will be made.
 - Ayres & Associates have prepared the engineering repair and made recommendations to the COE. (A/E liability is pending with the COE).
 - The fourth survey by the A/E was done during the week of July 19th to determine if settling is done.
 - Paving of recreational trail access ramps will be done this fall.

STATUS (Betterment Levee) EJ&E to Burr Street (North of NIPSCO R/W), across RR, then north of railroad R/W eastward ½ way to Clark, thence south.

1. COE projects levee installation along the east R/W line of the EJ&E RR across the NIPSCO north R/W line, then extending levee east from the EJ&E RR along the north side of the NIPSCO R/W, thence east to Burr Street, thence north across the Norfolk Southern RR, then East (north of the RR right-of-way) ½ way between Burr and Clark, then back south over the RR, and then going back approx. 1400' south.
 - A. It has been verbally agreed that this will be broken up into (2) segments as follows: (refer to the Land Acquisition report)
 - Phase 1 will include levee and ditch work from the E.J. & E R.R to Colfax Ave., including a one-year option on the work on the E.J. & E. R/W and the Colfax Road raise.
 - Phase 2 will include the remainder not included as part of Phase 1, primarily from Colfax to the area ½ between Burr and Clark.
 - B. NIPSCO submitted a cost estimate for gas facilities adjustments from the EJ&E through Colfax as part of the Phase 1 construction in the amount of \$120,197.
 - The cost estimate was reviewed and approved by the COE.
 - Currently, we are coordinating with NIPSCO to see if we would be required to compensate them for their relocation on a public right-of-way.
2. The COE sent a letter to Marathon on Feb. 19th requesting information on cost and design for lowering their 6" pipeline west of Arbogast and north of the NIPSCO R/W.
 - A. We received a modified cost estimate from Marathon pipeline for a cost of \$183,543 without contingencies on May 12th.
 - Our review to Lou shows COE concurrence for this cost and the relocation for an agreement with Marathon.
 - B. NIPSCO submitted a cost estimate for gas facilities adjustments from the EJ&E through Colfax as part of the Phase 1 construction in the amount of \$120,197.
 - The cost estimate was reviewed and approved by the COE.
 - Currently, we are coordinating with NIPSCO to see if we would be required to compensate them for their relocation on a public right-of-way.
3. We received a letter from the E.J. & E. R.R. on September 1st, 1999 (forwarded to Lou for review & comments on September 8th) regarding recreational trail crossing at grade.

STATUS Cline to EJ&E RR – Local Project:

1. No protection at this time from Cline Ave. to Arbogast. (Locally protection will be provided).
2. Clearing and grubbing in this area have been completed. The levee construction will begin approx. September 20th, 1999, and will be completed by mid-October.

3. A meeting was held with the Town of Griffith and Kortenhoven on September 3rd, 1999 to review upcoming construction, schedule of construction, and right of entry.
 - Right of entry for Kortenhoven to use Commission land as a permanent levee easement was signed on September 7th, 1999. (See Land Management report.)
4. We received a letter from the Town of Griffith on September 7th, 1999, acknowledging their responsibility for maintenance, repair, and replacement if destroyed.

STATUS (Stage V Phase 1) Wicker Park Manor:

1. Project completed on September 14, 1995.
Dyer Construction – Contract price \$998,630
2. As per a conversation with Phillips Pipeline on 9/30/96, consideration is being given to do a directional bore or both 8" lines, rather than do 2 "up and overs" for both levees (This has been ongoing with the COE since November of 1996)
 - A. The COE indicated in their response for Stage V – Phase 2, that this was not economically feasible. We still contend this should be done as an item of safety. (ongoing)
 - B. Letter was received from Phillips Pipeline on 9/27/99 requesting expansion of the scope of work of original agreement with them to allow for design and survey work at a cost to us of \$20-25,000.
 - C. **Flora wrote a letter to the COE on September 29th, 1999, requesting their consideration to credit this cost and to have it by our October 7th, 1999 meeting (We have not received this as of November 5th).**

7

STATUS (Stage V Phase 2):

1. At the July 23rd, 1998 Real Estate meeting, the current schedule shows a January 1st, 2001 contract award date. (This will be reviewed by the Commission.)
2. We received "final" real estate drawings from the COE on July 13th, requesting us to proceed with the acquisition. (See Land Acquisition Report)
 - We received final plans and specifications from the COE on August 31st, 1999, which will allow the beginning of the appraisal process. (Refer to Land Acq. Report.)
3. **A letter was written to Greg Cvitkovich (North Township Trustee) on October 15th, 1999, informing them of the upcoming survey and the current schedule for construction.**

8

STATUS (Stage V Phase 3) Woodmar Country Club:

1. At the July 27, 1999 Real Estate meeting, the current schedule shows a July 1st, 2001 contract award date.
 - We feel this date is non-realistic. With the funding available, and with appraisals and agreements required for the right of entry, a 2003 date would be more realistic.
2. We received "final" real estate drawings from the COE on July 13th, requesting us to proceed with acquisition (See Land Acquisition Report).
 - We received final plans and specifications from the COE on August 31st, 1999, which will allow the beginning of the appraisal process.

3. A letter was sent to Bob Girot (representing Woodmar C.C.) informing them of the upcoming survey, the current schedule for construction, and a meeting on November 4th, 1999, to review the schedule, appraisal process, and construction impact. 9

STATUS Stage VI:

1. Had meeting on 1/18/96 with Super 8, Holiday Inn, and Motel 6 with the COE attending regarding levee impact to the properties and how we will proceed.
2. The survey work to field determine project coordinates has been completed and was sent to the COE on August 23rd. Final engineering and real estate layouts are ongoing with the COE.

Status (Stage VII) Northcote to Columbia:

1. We received a letter from the COE on March 15th, 1999, requesting our review and comments for their A/E scope of work.
 - A. A letter was sent to the COE on April 30th with comments regarding the A/E scope of work and indicating that stages VII and VIII will probably not be done for another six to seven years.
 - B. The A/E award was given Rust Engineering.
2. We received a request from the COE to start point definition for project coordinates to allow the engineering firm information to plot their coordinates.
 - Requested assistance from Cole Associates to review the information provided by the COE to see if it was sufficient to get quotes. 10

STATUS (Stage VIII) Columbia to the Illinois State Line:

1. We received a letter from the COE on March 15th, 1999 requesting our review and comments for their A/E scope of work.
 - A. A letter was sent to the COE on April 30th with comments regarding the A/E scope of work and indicating that Stages VII and VIII will probably not be done for another six to seven years.
 - B. The A/E award was given to S.E.H. (Short, Elliot & Henderson Inc.)
2. We received a request from the COE to start point definition for project coordinates to allow the engineering firm information to plot their coordinates.
 - Requested assistance from Cole Associates to review the information provided by the COE to see if it was sufficient to get quotes.

East Reach Remediation Area – North of I-80/94, MLK to I-65:

1. The DNR permit is in the final stages of review and should be completed in time to start construction by 9/30/99.
2. A pre-construction meeting was held with the COE, LCRBDC, GSD, Dyer Construction, and the City of Gary on September 9th, 1999.
 - Projected construction start by end of September (This will include clearing and grubbing).
3. Construction started on approx. September 13th, (clearing and grubbing), clay was hauled starting on approx. September 28th, and the inspection trench was started on approx. September 27th, 1999. 11-15

- We received a fax from the COE on October 8th, 1999, with the status and plan of operation by Dyer construction.

West Reach Pump Stations – Phase 1:

1. The four (4) pump stations that are included in this **initial West Reach pump station project** are Baring, Walnut, S. Kennedy, and Hohman/Munster.
2. A letter was sent to the Hammond Sanitary District on August 26th suggesting they pursue damage to one of the pipes serving the south Kennedy pump station by INDOT.
 - In their letter dated October 22nd, 1999, the HSD indicated that they are working with INDOT to get them to repair the damage they caused.
3. We received a letter from the COE on September 20th, 1999, requesting we get HSD to provide standby (emergency pumping) along with a draft of the current schedule.
 - We received a letter from the HSD on October 22nd, 1999, agreeing to operate the standby pumps that will be provided to them as a project cost.
4. We received a request from the COE in a letter dated September 29th, 1999 (received on October 5th) to complete review and comments within 14 working days. COE later was rushing for comments and only gave us 8 working days. We completed the review on October 18th, 1999.
5. The COE wrote a letter to the LCRBDC on October 18th, 1999, indicating these pumping costs would be project costs.
6. HSD wrote a letter to the corps on October 27th, 1999 to clarify plan & spec. review, piling with INDOT, and easement coordination.

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17-19

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West Reach Pump Stations – Phase 2:

1. A letter was sent to John Bach (Town of Highland) on October 22nd, 1999, indicating that the pump station work for Highland (81st Street, and North and South 5th Street stations) will be advertised on June 15th, 2000.

22

General:

1. A letter was written to Lou Casale on June 17th requesting information regarding Commission cost for utility re-locates on a public right-of-way. We would like to see if there is a way that the LCRBDC could avoid these costs with any agreements already in place with municipalities.
2. A technical review meeting is scheduled with the Corps on November 9th, 1999, to review ongoing engineering concerns.
3. Pokrajac attended a formliner presentation at the Chicago COE office on October 29th, 1999 to review alternate I-wall surfaces that could possibly be used for upcoming West Reach construction.
 - These finishes appear to be approx. 5% more expensive to use than the current "fin-type) of finish. The COE will investigate cost differential, then we can discuss.

23

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Cole Associates Inc.

A DLZ Company

ENGINEERS • ARCHITECTS • PLANNERS • SURVEYORS

September 15, 1999

Mr. James E. Pokrajac
Agent, Land Management / Engineering
Little Calumet River Basin Development Commission
6100 Southport Road
Portage, Indiana 46368

Re: Review of Stage 4, Phase 1 Easements
Cole Account 9964-0037-70

Dear Mr. Pokrajac:

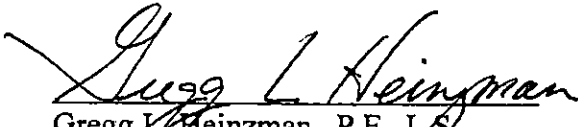
Because of the recent problem with the location of the Taborski garage, we have performed a general review of the legal descriptions of all the easements north of the Norfolk Southern railroad right-of-way between Colfax Street and Burr Street. While we did not resurvey or recalculate these easements, they all appear to allow adequate width to accommodate the Corps work.

We also performed GPS surveying to check the location of the Harris house (3120 Gerry St.). This house is particularly close to the Corps easements. We confirmed that the location of the house relative to the easements is accurately shown on the original plat prepared for this property. The house clears the easements by the dimensions shown on the plat.

If you have questions regarding this work, please call.

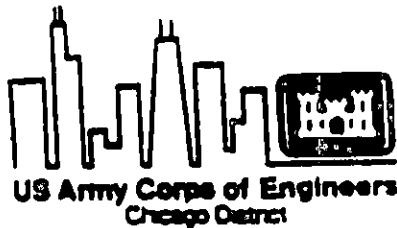
Sincerely,

COLE ASSOCIATES INC.
A DLZ Company


Gregg L. Heinzman P.E. L.S.
Engineering Manager

GLH/bf

F:\PROJECTS\LCR\BDC\STAGE_4\TABORSKI\STAGE4-1.GLH



STATE OF INDIANA



Little Calumet River Basin
Development Commission

PUBLIC NOTICE

**You are invited to attend a Pre-Bid Construction Meeting
for Contractors and Sub-Contractors
to be held at 10 a.m. Wednesday, October 13, 1999
Office of the
Little Calumet River Basin Development Commission
6100 Southport Road (Rt 249 and I80/94)
Portage, IN
(located in NIRPC Office Bldg.)**

U.S. Army Corps of Engineers

Project title/Location:

Local Flood Protection

Little Calumet River

Lake County, Gary, Indiana

Stage IV - Phase 1 North

(West of Colfax to Burr Street)

Solicitation No. DACW27-99-B-0032

Contract Award date: On or about mid-December, 1999

Price Range: \$1 to \$5 million

Project consists of construction of approximately 1,688 linear feet of pre-cast concrete box culvert with backfill, approximately 2,319 linear feet of drainage ditch, drainage structures, seeding, sodding, and associated appurtenances.

Contact person:

Imad Samara, U.S. Army Corps of Engineers (312/353-6400 Ext. 1809)

or Jim Pokrajac, Little Calumet River Basin Development Commission (219/763-0696)



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

October 15, 1999

Programs and Project Management Division
Project Management Branch

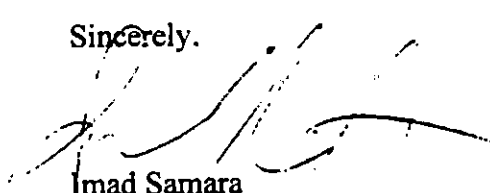
Mr. Paul Easter
WIND Radio
625 N. Michigan Ave., Suite 300
Chicago, IL. 60611

Dear Mr. Easter:

Enclosed are minutes of a meeting that was held at your office on October 7, 1999. Please review and let us know if you have any comments.

If you have any additional questions please contact Mr. Jan S. Plachta of this office at:
(312) 353-6400, ext. 1801.

Sincerely,


Imad Samara
Project Manager

Encl.

CF: Jim Pokrajac - LCRBDC

MEMORANDUM FOR RECORD:

On October 7, 1999, a meeting was held at the WIND Radio Station Conference Room, 625 N. Michigan Ave. Attendees at the meeting were:

Paul Easter	Hispanic Broadcasting	312-656-9659
David Stewart	Hispanic Broadcasting	214-525-0450
Emmett Clancy	USACE – Chicago District	312-353-6400 Ext. 5005
Huma Nisar	USACE – Chicago District	Ext. 3047
Jan Plachta	USACE – Chicago District	Ext. 1801
Eric Sampson	USACE – Chicago District	Ext. 3042

The purpose of the meeting was to discuss the existing layout of the Little Calumet River Flood Control levees, Stage IV, Phase 1, South, in proximity to the WIND Radio station building in Griffith, Indiana. Layout drawings of the subject flood control levees were mailed to the WIND Radio on August 31, 1999.

Huma Nisar and Eric Sampson explained the various details of levees, sheet pile walls, access roads and drainage in vicinity of the WIND Radio Station building. The entire, Little Calumet River Flood Control Project, authorized in WRDA 1986, consist of replacing 9.5 miles of existing spoil bank levees with 12.1 miles of new levees, floodwalls, and closure structures between the Illinois-Indiana State line and Cline Avenue in Gary, Indiana; constructing 9.7 miles of set-back levees and appurtenant drainage structures. Included are also channel and bridge modifications, 16.8 miles of hiking/biking trails and accompanying recreation support facilities will be constructed. Total estimated project cost is \$163,000,000. Levees of Stage IV, Phase 1, South, are approximately 5000 feet long. The construction cost of this Section of the project is estimated at approximately \$5,000,000. Construction contract award for this reach of the project is scheduled for May 2000.

Paul Easter and David Stewart were familiar with the layout and in general concurred with existing design. Questions were raised concerning perimeter fencing of the WIND Radio Station building, and access roads to the site. It has been explained that at the WIND request the sheet pile wall part of the line of protection has been relocated from the riverside of the building to the northeast side, parallel to the Norfolk Southern railroad line. The riverside of the WIND building will be protected by a 3 feet wide at the top clay levee. Profile of the existing berm has been raised to the designed line of protection elevation. Paul Easter inquired about the flood water levels at the WIND site after completion of the project. It was explained that we didn't know the exact level of inundation, but Mr. Clancy stated that we would be acquiring a flowage easement. Mr. Clancy also stated that an appraisal of the property was in progress and the WIND Radio can expect to receive an offer within the next 30 days.

Jan S. Plachta



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF:

October 1, 1999

Programs and Project Management Division
Project Management Branch

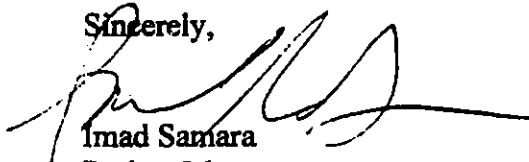
Mr. David C. Orrison
System Engineer Public Projects
Norfolk Southern Corporation
99 Spring Street, S.W.
Atlanta, Georgia 30303

Dear Mr. Orrison!

We are finalizing Plans and Specifications for the Little Calumet River Flood Control Project Stage IV, Phase 1, South. Plan in Hand inspection was held on December 16, 1998. Your comments have been incorporated and we assume that you are satisfied with the existing design and that we may proceed with the construction documentation. In approximately two weeks we will mail you a final set of Plans and Specifications for the subject project.

If you have any questions please contact Mr. Jan S. Plachta of this office at (312) 353-6400, extension 1801.

Sincerely,



Imad Samara
Project Manager

CF: Jim Pokrajac, LCRBDC ✓



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF:

October 1, 1999

**Programs and Project Management Division
Project Management Branch**

**Mr. Mark Paull
EJ&E Railroad
1141 Maple Rd.
Joliet, IL. 60432**

Dear Mr. Paull!

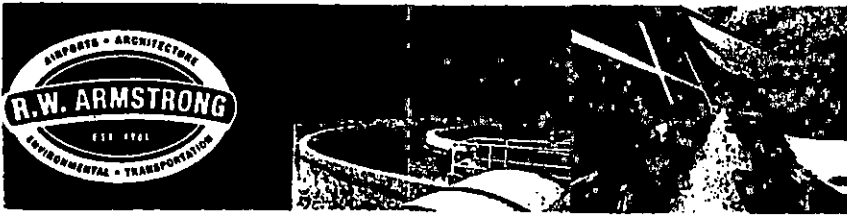
We are finalizing Plans and Specifications for the Little Calumet River Flood Control Project Stage IV, Phase 1, South. Plan in Hand inspection was held on December 16, 1998. Your comments have been incorporated and we assume that you are satisfied with the existing design and that we may proceed with the construction documentation. In approximately two weeks we will mail you a final set of Plans and Specifications for the subject project.

If you have any questions please contact Mr. Jan S. Plachta of this office at (312) 353-6400, extension 1801.

Sincerely,


**Imad Samara
Project Manager**

CF: Jim Pokrajac, LCRBDC ✓



September 29, 1999

Mr. Imad Samara
Programs & Project Management Division
Project Management Branch
Corps of Engineers
111 North Canal Street
Chicago, IL 60606-7206

Re: Phillips Pipe Line
Stages V-1 and V-2

Dear Mr. Samara:

With this letter we are transmitting a copy of a September 27, 1999 letter from Phillips Pipe Line Company. Phillips' letter requests the LCRBDC to amend their agreement with Phillips to allow Phillips to prepare a detailed design analysis and action plan. It is our understanding this detailed design analysis and action is needed for the Corps before the Corps will indicate whether it will accept directional drilling method of pipeline relocation rather than the "up and over" method of pipeline relocation.

Before taking action on this request the LCRBDC would like assurance from the Corps that, even if directional drilling is ultimately not accepted by the Corps, the cost for Phillips to prepare the necessary design analysis and action plan (for the Corps consideration) will be considered eligible for credit. Please let us know whether or not the Phillips proposed cost is considered eligible for credit prior to the commission meeting on October 7, 1999.

If you have any questions, please call.

Very truly yours,

R. W. ARMSTRONG & ASSOCIATES, INC.

James J. Flora, Jr., P.E.
Vice President

JJF:kf
911939
Enclosure

cc: ✓ Dan Gardner, LCRBDC
Jim Pokrajac, LCRBDC
Lou Casale, LCRBDC Attorney

P 219.738.2258 F 219.738.2259
8300 BROADWAY MERRILLVILLE, IN 46410 6251
WEB SITE www.rwarmstrong.com



Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-0696
Fax (219)762-1653

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 15, 1999

Mr. Greg Cvitkovich
North Township Trustee
5947 Hohman Avenue
Hammond, Indiana 46320

Dear Greg:

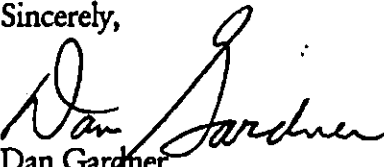
This letter is to inform you of the most current schedule by the Corps of Engineers for the construction of the flood control project for the Little Calumet River on the North Township (Wicker Park Golf Course) property. The set of prints for the Stage V Phase 2 construction, as submitted to you on July 23, 1999 (as printed out on July 15, 1999) is for your information. The current schedule has advertising in April of 2001; awarding the contract in June of 2001; starting construction in September of 2001; and completing construction late in the fall of 2002.

During the week of October 18th, we have scheduled the start of the survey work on the Wicker Park Golf Course property to determine the locations of the existing facilities on the golf course relative to the final engineering and real estate requirements established by the Corps to complete this construction. This survey will also be used to determine the legal descriptions of those easements in order that we may then proceed with the appraisal process, which will set the dollar value for compensation that will be available to North Township.

We will be available with the Army Corps of Engineers to answer any questions or provide any clarifications on the upcoming construction.

If you have any questions regarding this upcoming project, please contact me at the above number.

Sincerely,


Dan Gardner
Executive Director

/sjm

cc: William White, COE
Imad Samara, COE
Lou Casale, LCRBDC attorney



Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-0696
Fax (219)762-1653

EMERSON DELANEY, Chairman
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Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 15, 1999

Mr. Bob Girot
8840 Indianapolis Blvd.
Highland, IN 46322

Dear Bob:


This letter is to inform you of the most current by the Corps of Engineers for the construction of the flood control project for the Little Calumet River on the Woodmar Country Club property. We have enclosed a final set of the engineering drawings dated January 1999 for your information. The current schedule has advertising in April of 2001; awarding the contract in June of 2001; starting construction in September of 2001; and completing construction late in the fall of 2002.

During the week of October 18th, we have scheduled the start of the survey work on the Woodmar Country Club property to determine the locations of the existing facilities on the golf course relative to the final engineering and real estate requirements established by the Corps to complete this construction. This survey will also be used to determine the legal descriptions of those easements in order that we may then proceed with the appraisal process, which will set the dollar value for compensation that will be available to Woodmar.

We will be available at a meeting with the Army Corps of Engineers and representatives from Woodmar to have a discussion on the upcoming project. This meeting is scheduled on November 4th at 10 a.m. at Woodmar Country Club which is prior to your annual meeting.

If you have any questions regarding this upcoming project or the upcoming meeting, please contact me at the above number.

Sincerely,


Dan Gardner
Executive Director

/sjm

cc: William White, COE
Imad Samara, COE
Lou Casale, LCRBDC attorney

OCTOBER 20, 1999

GREG/LISA,

I ENCLOSED A SET OF THE CORPS FORM 5 FOR THE WEST REACH REAL ESTATE (SHEETS 1-8) FROM STATE LINE TO CLINE. SHEETS 1-4 REFER TO STAGE VII (NORTHCOTE TO COLUMBIA), AND STAGE VIII (COLUMBIA TO STATE LINE). THESE WILL SERVE AS DOCUMENTS FOR A BID REQUEST, ALONG WITH THE ATTACHED SURVEY DATA FOR BOTH SEGMENTS (BOB BEHRENS FIELD DATA). WOULD YOU PLEASE REVIEW & COMMENT ON YOUR OPINION AS TO THE ADEQUACY OF THESE DOCUMENTS TO ALLOW FOR A COMPETATIVE BID? PLEASE CALL TO DISCUSS.

THANKS,
Jim

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October 8, 1999

Mr. James E. Pokrajac
Little Calumet River Basin
Development Commission

Jim

As requested, the status of the East Reach Project, DACW27-990-C-0040.

Current status of the project is as follows:

1. The Contractor started clearing and grubbing on or about 13 Sept 1999.
2. Started hauling embankment material on 28 Sept 1999.
3. Started Inspection Trench on 27 Sept 1999.

As of this date the contractor has placed at least one lift of embankment material from Sta. 46+00 (Central Ave.) to Sta. 24+00.

Jim if you have any questions please feel free to call.

Curtis Lee

DYER CONSTRUCTION COMPANY, INC.**1716 Sheffield Avenue, Dyer, Indiana 46311****FAX (219) 865-2961
(219) 865-2963****JANET FURMAN
PRESIDENT****PLAN OF OPERATION****I. Surveying**

- A. Original, Sept. 99, Final (As available) Summer 2000, performed by Great Lakes Engineering
- B. Intermediate Construction survey by Dyer Construction (Ongoing)

II. Clearing and Grubbing

- A. Clearing by Subcontractor, Homer Tree Service, Sept. 99
Chips to be left on-site, pending their resolution,
Residue from clearing & mowing to be sent to Fertile Earth,
an authorized composting facility.
- B. Grubbing by Dyer Construction, Begin Sept. 99, Complete Oct. 99
 - 1. Equipment- Komatsu Dozer, D-4 Dozer, 175 Michigan Loader,
 - 2. Labor- Supt, 3 Operating Engineers, Labor, Teamsters, (as Req'd)

III. Excavation and Embankment

- A. Topsoil Removal, Sept. 99
 - 1. Equipment- Komatsu Dozer, D-4 Dozer, 175 Michigan Loader,
 - 2. Labor - Supt., 3 Operating Engineers, Laborer
- B. Begin Excavation with exploration trench, (Sept. 99)
 - 1. Equipment John Deere Backhoe
 - 2. Labor - Supt., Operating Engineer, Laborer
- C. Embankment, Sept. 99 to June 00
 - 1. Equipment, John Deere Backhoe, Raygo Ram Roller, Komatsu Dozer, Semi-Dump Tractor-Trailers, (10-20 Rental Units)
 - 2. Labor - Supt., 3-4 Operating Engineers, Laborer
 - 3. Material - From Hobart site, as outlined in Environmental Prot. Plan, Addendum #1, and from Doughman Pit, previously used source
- 4. Procedure
 - (a) Remove topsoil, create level working surface, disc existing surface, begin fill placement
 - (b) Strike off imported material in 8" loose lifts
 - (c) Maintain moisture of material at optimum, \pm 2%
 - (d) Disc each lift on completion to allow blending of each lift, avoid creating horizontal seams
 - (e) Compact each lift to 95% density (min) per spec
 - (f) Test per contract requirements
- 5. Testing
 - (a) Testing by K&S Testing, as required
- 6. Ditch Excavations
 - (a) Begin Collector Ditch excav. at the earliest possible time-Oct 99
 - (b) Place usable material from Ditch excav. in embankment
 - (c) Place erosion control ditch checks as required

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

DYER CONSTRUCTION COMPANY, INC.**1716 Sheffield Avenue, Dyer, Indiana 46311****FAX (219) 865-2961
(219) 865-2963****JANET FURMAN
PRESIDENT****IV. Wick Drains**

- A. Level area for placement, Sept 99
 - 1. Equipment - Komatsu Dozer
 - 2. Labor - Supt. Operating Engineer, Laborer
- B. Install Wick Drains, Drainage Blanket
 - 1. Subcontract to U.S. Wick - Begin Oct 99
 - 2. Install Drainage Blanket - Oct 99
 - 3. Install surcharge on Wick Drain area - Nov 99
 - (a) Truck in Granular Material, as required
 - (b) Place uniform layer of granular material over wicks, per spec
 - (c) Carefully begin Clay surcharge on granular layer
 - (d) Construct surcharge to plan dimension, using impervious clay as in levee construction using compaction and moisture requirements identical to requirements applied to the levee.
 - 4. Equipment - Komatsu Dozer, Michigan Loader, Roller,
 - 5. Labor - Supt., 3 Operating Engineers, Laborer
- C. Remove surcharge, Granular Blanket, March 00
 - 1. Clay to be used in Embankment, Granular Material to be used as aggregate base, if appropriate.

V. Aggregate Base Course, July, Aug., 00

- A. Prepare Base for Stone
 - 1. Blade and roll existing stone
- B. Deliver and place Stone required
 - 1. Place stone to line and grade as required.
 - 2. Equipment- D-4 Dozer, Raygo Rascal Roller, Grader
 - 3. Labor - Supt., 3 Operating Engineers, Laborer
 - 4. Test per specification

VI. RipRap, July 00

- A. Prepare subgrade for Riprap
 - 1. Equipment - Backhoe
 - 2. Labor - Supt., Operating Engineer, Laborer
- B. Furnish and Place Riprap
 - 1. Equipment - Backhoe
 - 2. Labor - Supt., Operating Engineer, Laborer
 - 3. Material - INDOT approved, revetment size

VII. Steel H-Piles, May 00

- A. Furnish and place steel H-piles
 - 1. Equipment- Crane, Tracked or Hydraulic, 15,000# to 30,000# Energy Pile Hammer, Leads, Welder,
 - 2. Labor - Supt., Pile Drivers, Operating Engineers (2), Laborer
 - 3. Material - A36 Steel H-Piles, certified by manufacturer
 - 4. Testing - Bearing values to be determined by formula listed in Project specifications.

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

DYER CONSTRUCTION COMPANY, INC.**1716 Sheffield Avenue, Dyer, Indiana 46311****FAX (219) 865-2961
(219) 865-2963****JANET FURMAN
PRESIDENT****VIII. Cast-in-Place Concrete**

- A. Formwork - Will be checked prior to first pour.
- B. Ready-Mix Concrete - mix design to be submitted 10 days prior to placement of concrete.
- C. Reinforcing Steel - Must be Producer certified to be Grade 60
- D. Furnish and Place Cast-in-Place Concrete
 - 1. Equipment - Hydraulic Crane, Vibrator(s)
 - 2. Labor - 2-3 Carpenters, 2 Laborers, Operating Engineer
 - 3. Material - 4000# Compressive Strength, 5% to 7% entrained air, 2" to 4" slump, with a maximum water cement ratio, water content, shall be .45.
 - 4. Testing - Slump, Air Content, and Cylinders to be performed by K&S Testing

IX. Hot Asphaltic Concrete Pavement

- A. Subcontracted Item - Midwest Blacktop

X. Storm Drainage System, April, May 00

- A. Gatewell Structure Piping
 - 1. Equipment - Backhoe, Loader, Hand Tamper
 - 2. Labor - Supt., Operating Engineers (2) Laborers (3)
 - 3. Material - R. C. Pipe, CL IV, C76, ASTM C443 Joints
 - 4. Backfill - Impervious Clay, typical to levee, compacted to 95%
 - 5. Testing - By K&S Testing, per specification

XI. Settlement Plates, Oct 99 to June 00

- A. Begin gages prior to any major fill placement
- B. Clearly mark gage locations, avoid damage or close work
- C. Material, Set forth in Section 02202 and contract plans
- D. Procedure, Splice pipe sections as fill progresses.

XII. Chain Link Fence, Sept 00

- A. Subcontracted Item

XIII. Turf, Aug, Sept. 00

- A. Subcontracted Item

XIV. Miscellaneous Metals, April, May, June, July 00

- A. Structural Steel to be A36, Tubing to be A500B
 - 1. Miscellaneous metals must be certified

XV. Gates, April, May, June, July, 00

- A. Approved shop drawings required prior to production
- B. Anchors to be set in concrete pours
- C. Manufacturer's representative shall be present at the trial run of this equipment.

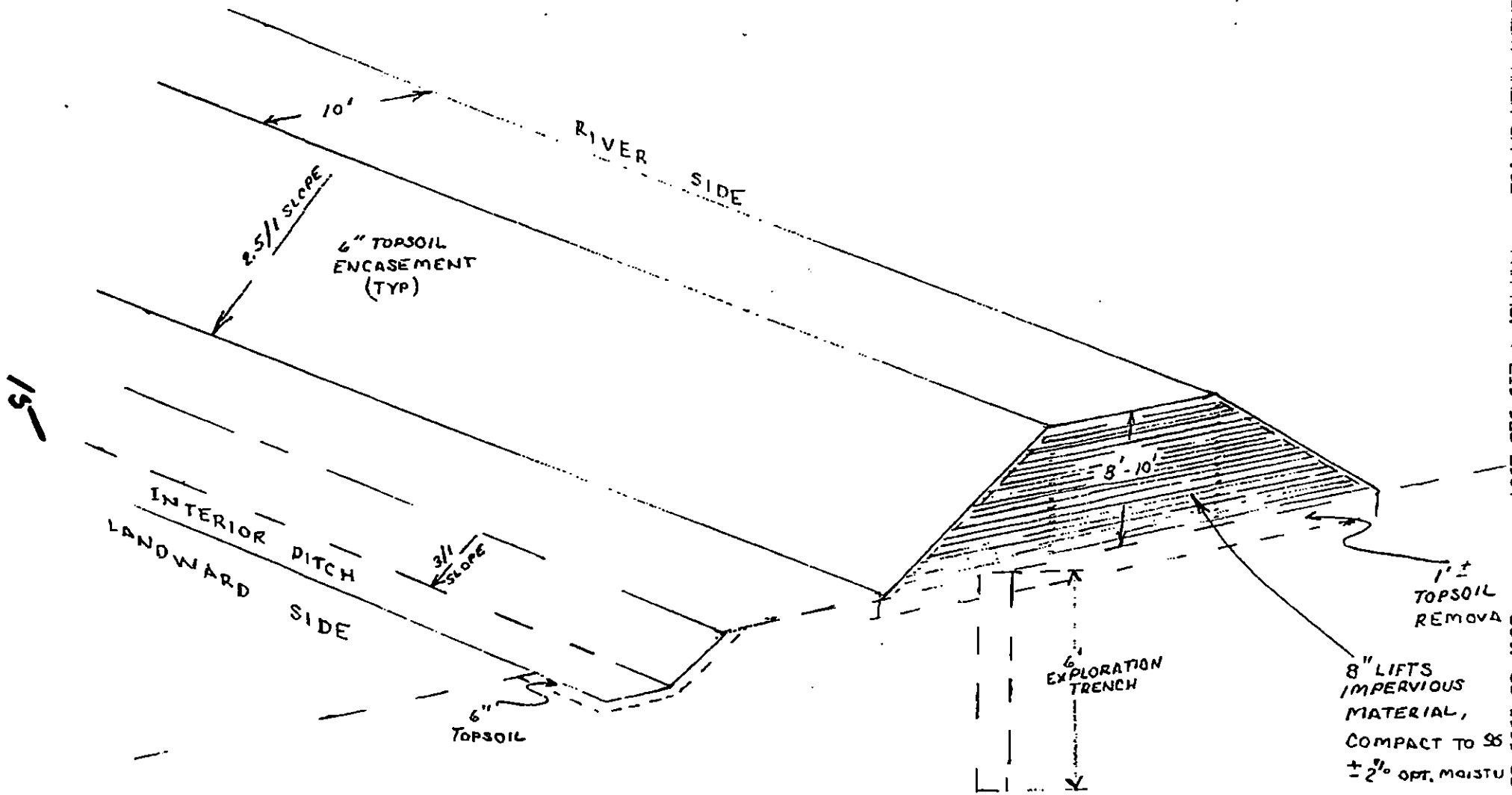
WE ARE AN EQUAL OPPORTUNITY EMPLOYER

TYPICAL LEVEE SECTION

FROM : USAGE, CALUMET AREA OFFICE

FAX NO. : 219 923 2957

Oct. 08 1999 03:10PM P6



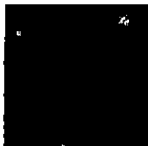
DYER CONSTRUCTION CO., INC
1713 SHEFFIELD AVENUE
DYER, INDIANA 46311

SANITARY DISTRICT of HAMMOND

5143 COLUMBIA AVENUE
HAMMOND, INDIANA 46320
TELEPHONE (219) 853-6412 - 13 - 14 - 88
FAX (219) 853-6321

Board of Sanitary Commissioners

ANTHONY ABILDUA
STANLEY J. DOSTATNI
ALFRED J. KUHN
CHARLES V. PETTERSEN
RUSSELL A. SNYDER



MICHAEL T. UNGER, Ph.D.
District Manager
JOSEPH P. ALLEGRETTI
Attorney

October 22, 1999

To: Imad N. Samara
Dept. of the Army
Chicago District, Corps of Engineers
111 N. Canal St.
Chicago, IL 60606

Re: Standby Pumping, South Kennedy Pump Station, Plans and Specs for Phase 1.

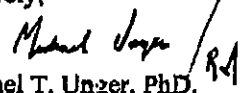
Regarding the standby pumping that is needed at our pump stations during project construction, the Hammond Sanitary District (HSD) agrees to operate the standby pumps provided to us.

HSD supports the plans for work at our South Kennedy pump station. We are working with IDOT to get repairs completed on the discharge line damaged by the pilings.

We have no comments on the plans and specifications for 100% submittal.

If you have any further questions, please call us.

Sincerely,


Michael T. Unger, Ph.D.
District Manager

cc: Jim Pokrajac, Jim Flora



DEPARTMENT OF THE ARMY
PITTSBURGH DISTRICT, CORPS OF ENGINEERS
WILLIAM S. MOORHEAD FEDERAL BUILDING
1000 LIBERTY AVENUE
PITTSBURGH, PA 15222-4186

REPLY TO
ATTENTION OF

September 29, 1999

Electrical & Mechanical Section
Design Branch

SUBJECT: Little Calumet River, Indiana Local Flood Protection,
West Reach Levee System, Pump Station Rehabilitation Project,
Phase 1, 100% Submittal

Mr. Dan Gardner
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, Indiana 46368

Dear Mr. Gardner:

Enclosed is one copy of the Plans, Specifications and Design Manual for the 100% submittal. Please provide review comments within 14 working days to Mr. Imad Samara, U.S. Army Corps of Engineers, Chicago District, 111 North Canal Street, Suite 600, Chicago IL 60606-7206. Comments of major significance should be provided as soon as possible.

If you have any questions please call Mr. Jim Lowe at (412) 395-7266.

Sincerely,

HENRY J. MASER, P.E.
Chief, Design Branch

Enclosures



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7208

October 7, 1999

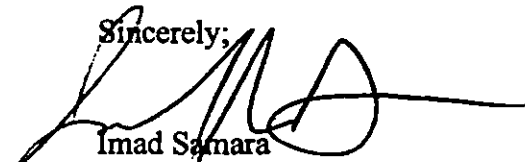
Programs and Project Management Division
Project Management Branch

Mr. James E. Pokrajac
Agent, Land Acquisition
Little Calumet River Basin
Development Commission
6100 Southport Rd.
Portage, Indiana 46368

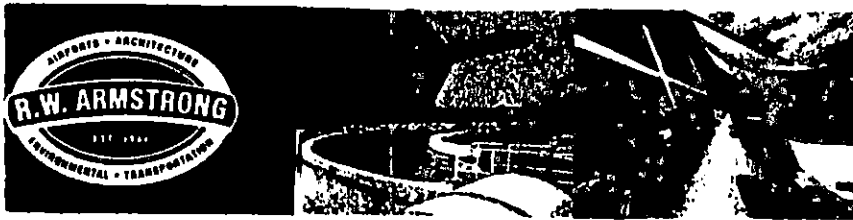
Dear Mr. Pokrajac;

Last week a set of 100% Plans and Specifications for LCR Pump Station Rehabilitation project was mailed to you for review and comments. We will appreciate your responses in a hard copy by October 15, 1999, or in electronic version by October 18, 1999. As discussed before, meeting this date will allow us to keep the advertising and construction start date on schedule. If you have any additional questions please contact Mr. Jan S. Plachta of this office at (312) 353-6400, ext. 1801.

Sincerely,



Imad Samara
Project Manager



October 7, 1999

Mr. Imad Samara
Programs & Project Management Division
Project Management Branch
Corps of Engineers
111 North Canal Street
Chicago, IL 60606-7206

Re: Pump Station Rehabilitation Project, Phase 1

Dear Mr. Samara:

We received your letter dated October 7, 1999 via fax transmittal this morning. Your letter requests our review and comments on the 100% Plans and Specifications by October 15, 1999 (hard copy) or October 18, 1999 (electronic copy). Please be advised that we received the plans on Friday October 1, 1999, and the Specifications and Design Manuals on Tuesday October 5, 1999. The letter which accompanied the Specifications and Design Manuals requested review and comment within 14 working days. Based upon the October 5, 1999 receipt date our comments would be due on October 26, 1999.

Considering all the correspondence we have had over the last 6 to 7 years on the need for adequate time in your schedule for our review time, it is difficult to understand how we now receive a request to review a huge set of documents in only 8 working days (October 18, 1999).

As usual we will do our best to review and comment on the documents as quickly as possible, however we suggest that you anticipate receiving the comments no later than October 26, 1999, as requested in the letter which accompanied the Specifications and Design manuals.

If you have any questions, please call.

Very truly yours,

R. W. ARMSTRONG & ASSOCIATES, INC.



James J. Flora, Jr., P.E.
Vice President

JJF:kf
911939

cc: ✓ Dan Gardner, LCRBDC
Jim Pokrajac, LCRBDC
Lou Casale, LCRBDC Attorney

P. 219.738.2258	F. 219.738.2259
8300 BROADWAY MERRILLVILLE, IN 46410-6251	
WEB SITE: www.rwarmstrong.com	



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF

October 18, 1999

Programs and Project Management Division
Project Management Branch

Mr. Dan Gardner
Executive Director
Little Calumet River Basin
Development Commission
6100 Southport Rd.
Portage, Indiana 46368

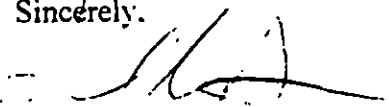
Dear Mr. Gardner:

In response to Mr. Jim Flora letter dated September 23, 1999, on the subject of standby pumping, we confirm that the standby pumping costs are project costs. The current plan is to purchase and operate the portable standby pumps in the contract since the rental costs of the pumps for the entire duration of the contract is not cost effective. These pumps can also be used for the future rehabilitation of the 81st street pump station. It is also understood that after completion of the construction the project local sponsor will be responsible for maintenance of the pumps.

In regards to the number of the standby pumping units we refer to ED-HH Memo, dated Oct. 22, 1997, copy attached. As stated in this memo 7,100 gpm standby pump was recommended for the Hohman-Munster Pump Station, and 6,100 gpm standby pump for Baring Avenue Pump Station. Per previous discussion with City of Munster the standby pumping for Baring Avenue Pump Station either would not be required because of the planned bypass work or the City of Munster was willing to assume the responsibility for standby pumping. The 7,100 gpm standby pumping for Hohman-Munster can be provided using two approximately 3,500 gpm trailer mounted, engine driven pumps.

If you have any additional questions please contact Mr. Jan S. Plachta of this office at (312) 353-6400, ext. 1801.

Sincerely,


Imad Samara
Project Manager

CF: Jim Pokrajac. LCRBDC ✓
Jim Flora. R.W. Armstrong

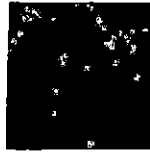
SANITARY DISTRICT of HAMMOND

5143 COLUMBIA AVENUE
HAMMOND, INDIANA 46327-1794
TELEPHONE (219) 853-6412 - 13 - 14 - 88
FAX (219) 853-6321

REC'D OCT 29 1999

Board of Sanitary Commissioners

ANTHONY ABILDUA
H. GENE ACHOR
STANLEY J. DOSTATNI
ALFRED J. KUHN
RUSSELL A. SNYDER



MICHAEL T. UNGER, Ph.D.
District Manager
JOSEPH P. ALLEGRETTI
Attorney

October 27, 1999

Mr. Imad N. Samara
Dept. of the Army
Chicago District, Corps of Engineers
111 N. Canal St.
Chicago, IL 60606

RE: HSD Comments on Plans and Specs (Phase 1) for LCR Pump Stations Rehabilitation

Regarding the standby pumping that is needed at our pump stations during project construction, the Hammond Sanitary District (HSD) agrees to operate the standby pumps provided to us.

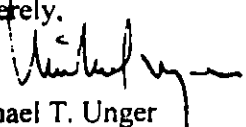
HSD supports the USACE plans for work at our South Kennedy pump station.

We have no additional comments on the plans and specifications for the 100% submittal. A few older comments are reiterated:

1. Standby pumping is needed at our pump stations (Baring, Walnut, Hohman-Munster, South Kennedy) during project construction; the Hammond Sanitary District (HSD) agrees to operate the standby pumps provided to us.
2. HSD will pursue repair of the piling penetration through our discharge pipe from the South Kennedy pump station with INDOT.
3. HSD will relay to our attorney that the ownership of Baring is N. Township; Walnut is Hammond City; Hohman-Munster is Town of Munster; and South Kennedy is INDOT. We will do what we can to facilitate the necessary agreements for work under rather complex arrangements.

If you have any further questions, please call.

Sincerely,


Michael T. Unger
District Manager

MTU/plc

Cc: Board of Commissioners, HDS
J. Pokrajac
J. Flora
J. Allegretti



Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-0696
Fax (219)762-1653

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 22, 1999

Mr. John Bach
Town of Highland
3333 Ridge Road
Highland IN 46322

Dear John:

In response to a recent conversation with Terry Hodnik from Nies Engineering, I am providing the following information regarding the upcoming pump station work for the town of Highland. The scope of work for these pump stations will be as previously discussed and will include the 81st Street pump station, and the north and south 5th Street pump stations.

The current Corps schedule projects an advertisement date of June 15, 2000; an award date of July 31, 2000; a notice to proceed on August 1, 2000; and a construction completion date of July 9, 2002. We hope this information will be helpful in your future plans for budgeting and maintenance concerns.

If you have any questions regarding this upcoming contract, please contact me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/
Engineering

/sjm

cc: Terry Hodnik, NIES Engineering
Imad Samara, COE
Jim Flora, R.W. Armstrong Co.

From: Plachta, Jan S LRC [Jan.S.Plachta@irc02.usace.army.mil]
Sent: Thursday, October 21, 1999 1:15 PM
To: Schmidt, Joseph J LRC; Mazanec, James G LRC; Kennedy, Melissa A LRC; Bhattacharya, Utpalendu LRC; Nisar, Huma M LRC; Sampson, Eric LRC; White, Bill G LRC; Samara, Imad LRC; Deja, Tom LRC; Karwatka, Edmund J LRC; Bush, Leslie C LRC; Plachta, Jan S LRC; Treharne, Stephen R LRC; 'smordus@nirpc.org'; 'jflora@rwa.com'
Cc: Sirles, John E LRC
Subject: Little Calumet River meeting

The next regular monthly meeting on LCR will be held Tuesday, November 9, 1999, at 9:00 a.m. at the Engineering Division Conference Room. Expected is attendance of the Local Sponsor Representatives.

Please mark your calendar.

Jan

Karwatka, Edmund J LRC

From: Force, David W LRC
Sent: Tuesday, October 19, 1999 12:54 PM
To: DLL-LRC-ALL-CO; DLL-LRC-ALL-ED; DLL-LRC-ALL-PP-PM
Subject: FORMLINER PRESENTATION - 29 OCT

Joe Nasvik from R&J Construction supply will be in the office on October 29th to give a presentation on various formliner products.
R&J is a distributor for three formliner companies with one of their companies specializing in unique formliner applications
and is currently working on a project for the National Park District at Yosemite.

All are invited.

TIME: 10:00 AM
PLACE: ED-CONF
DATE: OCT. 29th

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LERBDC DATE: 11-10-99

LOCATION: 6100 Southport Rd. CHAIRMAN: Emerson Delaney

PLEASE SIGN IN

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	DENIS J. BUKSA	MUNSTER IN
2	VIM FLORA	R.W. ARMSTRONG
3	Jomary Cray	DNR
4	Dale Gick	DNR
5	HERB READ	IZAAK WALTON LEAGUE
6	Kerry Keith	Shout Elliott Hendrickson.
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**WORK STUDY SESSION / COMMISSIONER'S MEETING
10 NOVEMBER 1999**

LAND ACQUISITION/MANAGEMENT REPORT
Chuck Agnew, Chairman

Land Acquisition and Management Report:

1.) There are no increased offers or condemnations

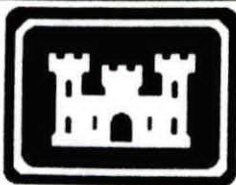
2.) A meeting was held on Thursday, 4 November 1999 with the Corps, staff of LCRBDC, and several Woodmar Country Club Directors and staff. The meeting was to introduce Woodmar with the upcoming appraisal. A resume of LCRBDC's appraiser Dale Kleszynski was distributed. Questions centered mostly on the appraisal addressing all areas of damage done to the country club. Woodmar is concerned the club will have to shut down for a year and lose considerable revenue.

3.) The Halfway Point Dedication Ceremony to celebrate the LCRBDC being 45% completed will be held this Friday, 12 November 1999 at Lake Etta Pavilion at 10 am. Congressman Peter Visclosky is main speaker. Dignitaries/speakers include Governor Frank O'Bannon's representative Sherilyn Freeland McCrady, Mayor Scott King, State Representative Chet Dobis, Colonel Peter Rowan, and, of course, Dan Gardner. The LCRBDC video will be shown, facilities tours will be conducted. Refreshments served.

4.) Richmond Trip was a success. Commissioners and staff toured the Richmond, Virginia floodwalls and levees along the James River which has flooded to 24 feet above normal conditions. (Dan / Chuck and other commissioners say a few words?)

5.) The Army Corps has designated the year 2000 as the "Year of the Little Cal." Their Program and Project Management Division (PPMD) is an organizational element of the Chicago District which is now instituting a new management philosophy based on private corporations "total quality management" philosophy. The Corps goal is to *manage delivery of projects using a designated team with a well-defined plan and a full commitment of all involved parties*. Over \$10 million dollars in contracts must be awarded in the next three years and land acquisition is crucial to the plan. West Reach is now uppermost in the Corps activities.

LCRBDC is also part of the team approach and to cooperate we will use our resources to our full advantage. As part of this team effort LCRBDC has contracted Cole & Associates to do property identification of all West Reach properties.



The **Chicago Breeze** is an unofficial publication authorized under the provisions of AR360-81.

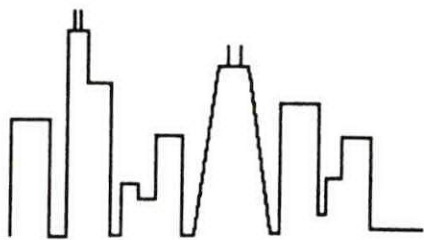
Views and opinions expressed are not necessarily those of the Department of the Army.

The Public Affairs Office welcomes comments and opinions on information published in the **Chicago Breeze**. Please call (312) 353-6400 (ext. 1302) or submit letters to the editor, **Chicago Breeze**, at the following address:

Chicago District
U.S. Army Corps of Engineers
Public Affairs Office
111 N. Canal, Suite 600
Chicago, IL 60606-7206

e-mail address:
vanessa.villarreal@usace.army.mil

Circulation.....500
District Engineer.....Lt. Col. Peter J. Rowan
Chief, PAO.....Carol Massar
Command Information.....Lynne Whelan
Editor.....Vanessa Villarreal



Front page: From left, John Martin, Earth Tech, Dan Marmer, City of Chicago Department of Environment, and Eric Slusser, Earth Tech, collect soil samples at Indian Ridge Marsh while Sue Davis, Environmental Engineering Section, conducts Global Positioning System stationing

From the District Engineer...



Lt. Col. Peter J. Rowan

As befits the new year, I would like to give a short assessment of Fiscal Year 99 and some thoughts about where we will be going in the first Fiscal Year of the new millennium.

Chicago District closed out a rather eventful FY99 in style. To say there were some watershed accomplishments would be a bit of an understatement. At the risk of leaving someone out, I would like to recap some highlights.

- * We signed almost three-quarters of a billion dollars worth of Project Cooperation Agreements this past year. The Chicago Shoreline and McCook Reservoir projects offer significant economic and quality of life benefits to millions of people. The Chicago Shoreline capped off the year with award of over \$30 million worth of construction contracts.

- * We completed three complex engineering studies and their associated environmental impact statements - the Des Plaines Flood Damage Reduction Feasibility Report, the McCook Reservoir Special Reevaluation Report and Indiana Harbor and Canal Comprehensive Dredge Management Plan.

- * We completed the Chicago Lock Major Rehab Report and are positioned for funding in FY02 to begin a major rehab of the Chicago Lock. Also this past year, we completed the second year of the winter dewatering and repair on the lock.

- * Programmatically, the Operations and Maintenance program executed over 99 percent of their basic schedule, managing execution down to the last minute.

There were many other day to day victories that everyone in the district had a hand in. These are too numerous for this small space, but nonetheless were critical to the successes enjoyed throughout the district.

Is there still room for improvement? Definitely. We left some money on the table this year in terms of overall program execution. We have a way to go, but the momentum from last year will carry us over into first quarter.

Where are we going? I have told people that I view this next year as the "year of the Little Cal." I view FY00 as the transition year. The project is now moving into its final phases. What we do now can set the stage and the tempo to close the project out in fine fashion. We will start in November with the dedication of the East Reach. This is a good year to close out the loose ends and set the conditions for successful completion.

Internally, I want to introduce a concept call the Balanced Scorecard. This concept is based on the premise that you will get the results you set up your system to measure. The Balanced Scorecard principle also states that traditional financial measurements of performance only capture one aspect (and usually in hindsight) of what we need to do to make the district better. The Balanced Scorecard is designed to give us a quick, comprehensive view of our business.

SEE DE, PAGE 10

Changes, new challenges in PPMD

by John Sirles, deputy for Project Management

I am assigned to an organizational element in the Chicago District named Program and Project Management Division. Since my arrival in late March 1999, it has undergone much change—Rich Carlson retired as deputy for Project Management; Monica Krepfl transferred from Engineering Division; Tim Kelleher transferred from Engineering Division; John Kannaby transferred from Planning Division; Felicia Kirksey was selected through competitive recruitment; Liz Herman was selected through competitive recruitment; Liz Herman resigned six weeks later for a job in private sector; Susan Smoley returned from a leave of absence; Shamel Abou-el-Seoud was selected through competitive recruitment for a one-year developmental assignment as assistant chief, Programs and Project Management Division/chief PM Branch.

More change is coming with the addition of two or more project managers. With these personnel changes come work assignment changes. Monica is the project manager for all O&M projects. Tim is the Continuing Authorities Program program manager and will manage some CAP projects. While others have been given assignments, some may change soon—more to come on that topic.

The developmental position is an exciting new initiative for the district. Shamel will have his hands full, as he gets a different look at the district for the next year. He will supervise 15 or so project managers. He will work closely with the Programs folks to assure that we accurately transfer project activities to the program level. He will work with folks throughout the district to expand our Outreach activities. He will help resolve some of the more difficult and unprecedented project issues. He will be a primary force in helping to bring PM (the management philosophy) to maturity. He will get leadership enhancement opportunities, such as the two-week Organizational Leadership for Executives course that he attended in September 1999. He will serve on some key district committees. He will participate in some DPM functions. All the while, he will maintain a relationship with the sponsors on the projects that he will return to, once the assignment is complete.

The members of the PPMD organization will join hands with everyone else in the district to fully embrace PM a.k.a. PDT a.k.a. PMBP. Project Management is a style of management of the work we do. PDT, meaning Project or Product Delivery Team, is becoming a more popular name because it

recognizes all of the team members. PMBP stands for Project Management Business Processes. PMBP is a corporate management approach for execution of all of our work. These are a set of practices which define PM and PDT roles and responsibilities, as well as that of the functional chiefs and others.

Whichever term(s) one uses, it all means the same thing—manage delivery of projects or products using a designated team, led by the PM, with a well-defined plan with full commitment by all interested parties.

PM imperatives are—consistent project definition

- One PM for each project
- The PM is the team leader
- The PM is the primary POC with the customer (sponsor)
- Every project managed with a management plan
- The PM manages project resources, data and commitments
- All work is managed using PMBP and automated information systems
- The DPM has programmatic oversight for all work

The chiefs of functional elements are responsible for—

- Developing and maintaining a competent workforce
- Establishing necessary systems to do the work
- Establishing technical processes to do the work
- Producing quality products
- Assigning qualified members to project teams
- Keeping commitments made in management plans
- Assisting in getting desired results.

Getting the desired results, as defined by law and the customer/sponsor, is our objective, while taking not one day longer than is necessary and spending not one dollar more than is necessary.

Change does not come easily. We will struggle with the notion that team commitments supersede organization needs. We will struggle with loyalty to the team as opposed to loyalty to the organizational element. We will struggle with the need to work as a team to recover time lost by one of the team members. We will struggle with continually looking for ways to be faster, cheaper and better. The world around us is rapidly changing. We must change as fast or we will fall behind. PM and PMBP demand that we continually change and improve.

We have an opportunity to advance the PMBP in our district. We have a diverse mix of projects, many more available in the future, a wealth of talent and a desire to be better.

The next year will be an exciting one for our district. I am happy to be here.

LAND MANAGEMENT REPORT

Wednesday, November 10, 1999

NON-PROJECT LAND MANAGEMENT

A. Handicapped-Accessible Park

1. The handicapped-accessible park is located on the 42 acres east of Clay and north of Burns Ditch. Farmer Gary Dunlap currently has a lease to farm the acreage.
 - Approx. 5 acres of the 35 acres adjacent to the north bank of Burns Ditch is heavily wooded and is approx. 8-10 feet higher than the north 30 acres. This will be the location for the park. (See Recreation report).

B. Chase Street to Grant Street land management issues

1. We received a letter from the COE on March 17, 1999 requesting local review for drainage remediation.
 - Engineering review for drainage remediation plan from COE is ongoing (See Stage III of Engineering Report)
2. Potential exists for drainage improvements to this area with a joint venture between LEL, City of Gary, GSD, COE and LCRBDC.
 - A meeting will be scheduled with all the above parties once the agreement with LEL is completed.
3. A letter was written to the Bult brothers indicating that this will be the last season we will be able to lease farmland in this area.

PROJECT RELATED LAND MANAGEMENT

A. O&M (Project manual review/accepting completed segments)

1. The COE has requested since August 28, 1997 that we complete our project manual review and then start to accept completed levee segments (distributed condensed O&M Manual) (ongoing)

B. Gary Sanitary District pump agreements

1. The LCRBDC has agreed with the GSD that the four (4) east reach pump stations will hereby be referred to as follows:
 - Ironwood stormwater pumping station – (Stage II-4)
 - Broadway stormwater pumping station – (Stage II-3B)
 - Grant St. stormwater pumping station – (Stage II-3C-2)
 - North Burr St. stormwater pumping station – (Stage IV-2A)

2. Refer to each stage/phase of these stations for current status in the Engineering Report.
 - A letter was sent to the COE on September 14th, 1999, requesting a status report on each of the (4) stations which could then be used as part of the turnover process to GSD. (Enclosed was the original letter to the COE on March 24th, 1999 listing all of the items necessary for turnover.
 - A coordination meeting was held with the LCRBDC and Greely & Hansen on September 17th, 1999, to primarily review the turnover of the (4) East Reach Pump Stations to the Gary Sanitary District.
 - **A follow-up letter was sent to the COE on September 27th, 1999, (referring to a previous letter on August 13th, 1999) regarding pump station takeover by GSD/LCRBDC and what is required to do this.** 1-5
3. A letter was sent to the COE on June 9th regarding GSD concerns for combined sewer overflow impact. GSD requested documentation that IDEM and the U.S. EPA agreed with this mode of operation. (Waiting for response)
 - The COE submitted a response on 9/10/99 (received on 9/17/99) referring the comments from GSD in Sept. of 1992 that were incorporated into the feature design memorandum.
4. We sent copies of all the signed agreements from the GSD, including meter installation dates, to NIPSCO on September 10th, 1999 to help them with meter assignments and payment of bills.
5. **All levees adjacent to I-80/94, and the Lake Etta levee were mowed by Kelly Hall during the week of October 25th, 1999. 21,800 feet of levee was mowed – inspection satisfactory on November 2nd, 1999.** 6

C. WLTH Radio Tower (north of I-80/94, east of Martin Luther King Drive)

1. The WLTH owners are concerned about increased flooding more than was anticipated. They have additional engineering studies and will be working with us as acquisition proceeds.

D. Mitigation (entire project area)

1. LCRBDC still has concerns about the official COE mitigation plan which does not explain the exact procedure for acquisition in the Hobart Marsh area. (Ongoing)
 - The COE submitted a letter to the Shirley Heinz group on September 7th, 1999, updating them on their concern for a specific 13-acre parcel in the Hobart Marsh area.
 - A meeting was held on September 17th, 1999, to review the RFP for the Hobart Marsh area with COE, LCRBDC, Lake County Parks, Lake Erie Land, and Shirley Heinz.
2. **We had previously approved in our monthly board meeting, the use of an acre of our land to the Lake Co. Highway Dept. for mitigation for the construction of the new Colfax bridge.** 7
 - **We received a letter from American Consulting, Inc. on October 8th, 1999 to the IDNR requesting their review of their proposed wetland mitigation plans.**

E. Emergency Management

1. The COE submitted to LCRBDC some mapping for comments on May 24th showing locations of all closures, sluice gates, sandbagging, etc.
 - We will break this down by community, to show what each community would need to do during a flood event. (Ongoing)

F. Landscaping

1. A letter was sent to the COE on June 3rd accepting the landscaping project as per plans and specs, but re-stating the ongoing problem with the finished condition of the landscaping (needs more time to establish).
 - A meeting will be held with the COE to determine the best way to improve the condition of the installed native grasses and to kill an abundant weed growth. (Greg Moore to coordinate – Ongoing.)

G. Gary Parks & Recreation – Driving Range

1. A meeting was held with the Gary Parks & Rec Dept. on May 18th to coordinate the current status and inform the following contractors that their proposals for Martin Design, Porter Lakes Engineering, and J.F. New were approved by the Board on May 6th, 1999.
2. A letter was sent to attorney Reising on October 12th, 1999, enclosing a cost breakdown, to date, showing \$412,690.41 available for the driving range. 8-10
3. We received a letter from attorney Reising on October 15th, 1999, questioning billing and coordination with fluid pump service. 11

H. Lake Erie Land Company – Wetland banking

1. The figures for developable acreage were re-calculated by Cole Associates and reviewed by the LCRBDC and the new total of all lands increased from 844 to 908 acres. This includes 613 acres of scrub area and 295 tillable acres.
 2. The LCRBDC wrote a letter to the current farmers (Bult, Dunlap, and Nimetz) indicating this will be the last farming season the LCRBDC will enter into a lease agreement with the current lands being farmed.
- I. A letter was sent to the COE on October 18th, 1999, requesting consideration for installing grease fittings for all existing sluice gates as per COE specifications. 12
1. The Corps previously refused this request at the Technical Review meeting held on August 10th, 1999, whereby they felt we should do this at our cost.
 2. The Corps sent a letter on October 25th, 1999, indicating that they would have these installed. 13-14



September 27, 1999

Mr. Imad Samara
Programs & Project Management Division
Project Management Branch
Corps of Engineers
111 North Canal Street
Chicago, IL 60606-7206

Re: Little Calumet River Levee
East Reach Pump Stations

Dear Mr. Samara:

This letter is to follow-up on our letter to you dated August 13, 1999 and to reiterate the position of the LCRBDC regarding operation of the pump stations prior to completion of all contract work by your contractor on the project and subsequent acceptance by the LCRBDC. Very briefly the LCRBDC does not believe that it has a responsibility to operate the pump stations until all contract work (for an entire contract) has been completed and the pump stations have been accepted by the LCRBDC.

The necessity to operate these pump stations, from the time that the levee and pump station work was substantially complete to final acceptance, should have been considered and included in the scope of work of the construction contracts. This is very similar to the need for standby pumping when an existing pump station is being rehabilitated.

We again suggest that a checklist of outstanding items be developed by the Corps for each pump station. The checklist will facilitate a timely takeover of the pump stations. The checklist should contain outstanding original contract items as well as additional items requested/required by Gary Sanitary District, and should indicate an anticipated completion date for each item along with a date you request that the LCRBDC (or the GSD) take over operation of each pump station. Please see attached copy of James Pokrajac's letter dated March 24, 1999. In particular the first 5 items of this letter must be completed before the LCRBDC will take over these pump stations. We further suggest that pump station acceptance and operation/maintenance takeover be done on an individual pump station basis.

P. 219.738.2258 F. 219.738.2259

8300 BROADWAY MERRILLVILLE, IN 46410 6251

WEB SITE: www.rwarmstrong.com

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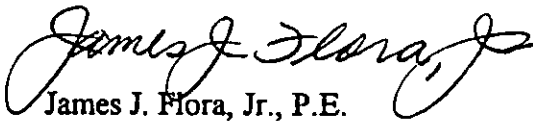
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Mr. Imad Samara
Corps of Engineers
September 27, 1999
Page Two

It is extremely important that we both have a clear understanding as to who will be operating each pump station at any time so that if a flood event occurs there will not be confusion on this subject. We suggest a meeting in the very near future so that mutual understanding of this issue can be assured.

Very truly yours,

R. W. ARMSTRONG & ASSOCIATES, INC.



James J. Flora, Jr., P.E.
Vice President

JJF:kf
911939
Enclosure

cc: Dan Gardner, LCRBDC
✓ Jim Pokrajac, LCRBDC
Luci Horton, GSD
Paul Vogel, Greeley & Hansen
Tom Deja, COE



6100 Southport Road

Portage, Indiana 46368

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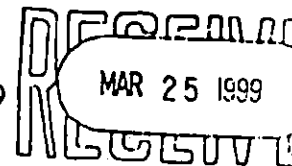
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Lake County Commissioners' Appointment

VACANCY
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DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

March 24, 1999



Imad Samara
Army Corps of Engineers
111 N Canal St
Chicago IL 60606

Dear Imad,

On November 19, 1998, we had the operational pump test for the Grant Street Stormwater Pumping Station as part of the Stage II-Phase 3C construction. Recently, on March 2nd, 1999, we had an operational pump test for the North Burr Street Stormwater Pumping Station. The remaining (2) East Reach pump stations, Ironwood Stormwater Pumping Station and the Broadway Stormwater Pumping Station are yet to be scheduled for operational tests.

The purpose of this letter is to facilitate the coordination and eventual turn over of the East Reach Pump Stations to the Gary Sanitary District. I would suggest that the following items be addressed, and included, as part of this process:

1. The operational pump test for each station serves as the preliminary inspection. From this test, the corps and the Gary Sanitary District each submit a punch list. The COE will have the contractor complete these items to assure their compliance with the plans and specifications as bid.
2. Additional items on the GSD's punch list not included as part of the contract, will be submitted to both the LCRBDC and the COE for consideration. We would request a written response to us, from the COE, on an item per item basis, indicating whether that item will be supplemented onto the COE punch list. If not, the LCRBDC would coordinate with you to see if it would be a betterment, or what would be required to get that work done.
3. After all punch list items are completed satisfactorily, as determined by the final inspection that includes representatives from the Gary Sanitary District and all concerned parties are in agreement, the COE should write a letter to the LCRBDC and copy the GSD indicating that the contractor has completed the work as per plans and specifications to the satisfaction of the COE.

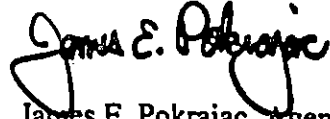
- 9
4. At this point, the turnover process begins. The COE should supply the LCRBDC with all of the following items, which in turn we will provide to the GSD:
 - a. Guaranties and warranties (be sure that they will be transferable to the GSD).
 - b. Three (3) sets of "as-built" plans and specifications for that pump station which would include operation and maintenance manuals, shop drawings, and field reports.
 - c. A copy of the sign-in sheet from all inspections.
 - d. A list of materials and a turnover sheet that has been signed by the LCRBDC accepting all of the spare parts and tools necessary to operate the station.
 - e. The manufacturers suggested maintenance and operations schedules to properly maintain the station.
 - f. An instructional meeting between the manufacturer/installer and GSD to familiarize them with the operations of the station and to answer any questions.
 5. It is the Commission's desire that after all of the aforementioned items have been completed, it will enter into an agreement with the GSD whereby they will assume all responsibility, and costs, for maintenance, inspections, operations, and utility.

Please note that Gary Sanitary District has other ongoing questions, actions, and issues related to their involvement with this project. We would suggest a meeting in the near future to review and discuss the following items:

1. Security fencing and locks as necessary to minimize vandalism and address concerns of liability.
2. Providing a telemetry system compatible with the GSD's new system that will indicate pump status, alarm conditions, and water levels at their control room.
 - a. On February 23rd, 1999, the GSD board approved the installation of equipment by the COE to use them as the base station for Gary. The telemetry system will supplement the information used as part of the emergency response.
3. Assure that trash racks for all four (4) stations would be accessible during flood events. Also that they would be designed to accommodate debris and be able to be lifted by the hoisting equipment provided. (As per GSD concerns with the Grant Street Pump Station.
4. GSD had concerns about the design capacity of the Grant Street Pumping Station. They would like to review capacities.
5. The overall impacts of our project on the sewer system is an ongoing concern. This issue has previously been discussed and technical data has been provided to the COE by the GSD consultants. We would appreciate a meeting in the near future to discuss and hopefully resolve this issue.
6. Comments pertaining to Stage IV-Phase 1 levee system.
7. Comments relating to flood protection project operations and maintenance manual

We request your earliest coordination in getting all the necessary items to us as listed in order that we may turn them over to the GSD. Technically, the pumps should not be considered "in service" and useable until the COE accepts the station as per plans and specs. If you have any questions regarding this implementation, please call.

Sincerely,



James E. Pokrajac, Agent
Engineering/Land Management

JEP/gdp

cc: Tom Deja
Luci Horton
Paul Vogel ✓
Jim Flora ✓
Lou Casale
Jan Plachta

5



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

(219) 763-0696 Fax (219) 762-1653
E-mail littlecal@nirpc.org

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Governor's Appointment

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MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 28, 1999

Mr. Kelly Hall
C&H MOWING INC.
918 South 250 West
Hebron, Indiana 46341-8859

Dear Kelly:

Enclosed please find a copy of the fully executed agreement between C&H Mowing, Inc. and the Development Commission for mowing services of approximately 21,800 lineal feet of levee in Gary, Indiana. This work will be done for a cost not to exceed \$4,000.00 as per your proposal.

Upon receiving this signed copy, please consider this as your notice to proceed. If you have any questions, please call me.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.



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AMERICAN CONSULTING, INC.

Architects
Consultants
Engineers

October 4, 1999

REC'D OCT 8 1999

Mr. Marty Maupin, Project Manager
Water Quality Surveillance Branch
Indiana Department of Environmental Management
Indiana Government Center North, 13th Floor
100 North Senate Avenue
Indianapolis, Indiana 46204

JAMES A. WURSTER, PE, AIA, LS
WILLIS R. CONNER, PE
MARK C. HARRIS, PE
JAMES A. KOVACS, ES
GREGORY L. HENNEKE, PE
P. FRANK O'HARE, PE, LS

WILLARD E. HALE, PE
MAX P. NEWKIRK, LS
A. ROY SHURTLEFF, PE
MICHAEL H. WENNING, PE
CLINTON L. SPARKS, PE
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MICHAEL R. HOOPINGARNER, AIA
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EDWARD J. SWEETLAND, LS
CASH E. CANFIELD, PE
JENNIFER L. ROBERTS, PE
DONALD G. CORSON, PE
KARL W. HOLLOWAY, PE

Re: IDEM No.: 99-45-MTM-00014A; COE No. 99-075-001-0
Lake County Bridge No. 219 -- Colfax Street over Little Calumet River
Gary, Lake County, Indiana
ACE Job No. 96-123

Dear Mr. Maupin:

Enclosed for your review are the proposed wetland mitigation plans for the above project. Please review these plans and provide any comments at your earliest convenience. We are also forwarding these plans to Tom Allenson at the Detroit Office of the Corps of Engineers and Imad Samara at the Chicago Office of the Corps of Engineers. We understand the Corps is prepared to issue the Section 404 Permit as soon as the Section 401 Water Quality Certification is issued. It is our desire to process this project to keep it on the INDOT November letting. The timing is important to assure completion of the project under the County's proposed schedule.

Your cooperation in reviewing these plans and issuing Section 401 Water Quality Certification for this project is appreciated. Please feel free to contact us with any questions or comments.

Very truly yours,
American Consulting, Inc.

Christine Lascelles, MSES
Environmental Specialist

CAL:ah

Enclosures

cc: Tom Allenson, Detroit COE
Imad Samara, Chicago COE
Jim Pokrajac, LCRBDO
Mike Wenning, ACE
Jim Kovacs, ACE

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Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 12, 1999

Mr. Greg Reising
Attorney-at-Law
607 South Lake Street, Suite A
Gary, Indiana 46403

Dear Greg:

The following pages list the current cost breakdown for the Gary Parks and Recreation Department that is available for the development of the Gleason Park driving range.

We have all individual invoices in our file from Fluid Pump Service, Martin Design and J.F. New. We can provide copies to you if you would like.

Please review this information and if you have any questions or desire additional clarification, please call me at the above number.

Sincerely,


Dan Gardner
Executive Director

/sjm
encl.

cc: John Lowe, Gary Parks & Rec
Fred Ware, Gary Parks & Rec
Lou Casale, LCRBDC Attorney

October 12, 1999

Original Amount (*Balance given to you per our letter dated August 10, 1998)	\$ 170,382.24
Additional money for City of Gary properties	<u>\$ 262,000.00</u>
Total Allocation for this Project	\$ 432,382.24
Total bills paid to date	<u>\$ - 19,691.83</u>
Remaining Balance Available to date	\$ 412,690.41

Martin Design (Contract not to exceed \$22,500)

- Spent to date - \$12,566.83

J. F. New (Contract not to exceed \$35,500)

- Spent to date - \$5,325.00

Porter Lakes Engineering (Contract not to exceed \$4,500.00 but we
have received a letter from J.F. New stating it may run higher)

- Spent to date - \$0

Fluid Pump Service, Inc. (Miscellaneous Invoices)

- Spent to date - \$1,800.00

* Letter attached

October 12, 1999

Martin Design (Contract not to exceed \$22,500)

• Oct. 6, 1998	-	\$ 1,200.00
• Nov. 12, 1998	-	\$ 3,000.00
• Dec. 17, 1998	-	\$ 190.00
• July 2, 1999	-	\$ 3,586.40
• August 2, 1999	-	\$ 2,257.50
• Sept. 2, 1999	-	<u>\$ 2,332.93</u>
Total to date	-	\$12,566.83

J. F. New (Contract not to exceed \$35,500)

• June 11, 1999	-	\$ 1,200.00
• Aug. 12, 1999	-	\$ 2,350.00
• Sept. 13, 1999	-	<u>\$ 1,775.00</u>
Total to date	-	\$ 5,325.00

Porter Lakes Engineering (Contract not to exceed \$4,500)

- No charges to date

Fluid Pump Service (Miscellaneous)

Total to date	-	\$ 1,800.00
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TOTAL OF ALL COMBINED \$19,691.83

THE LAW OFFICE OF
GREGORY S. REISING

607 South Lake Street
Suite A
Gary, IN 46403

Elva Redigonda,
Legal Secretary

reisinglaw@aol.com

Telephone (219) 938-8080
Toll Free (877) 524-0292
Fax (219) 938-8097

October 15, 1999

5

John Lowe, Mgr.
Gleason Park Clubhouse
3400 Jefferson
Gary, IN 46408

Re: ~~Driving Range Funding~~

Dear John:

Enclosed find a copy of a letter and attachments that I recently received from Dan Gardner of the Little Calumet River Basin Development Commission. Please check them over against your records.

One area of concern is the fluid pump service. I don't know what that is and would ask that you let me know.

Very truly yours,


GREGORY S. REISING

GSR/er
Encls.

cc: Fred Ware, Dir. (w/encls)
Board File (w/encls)
Dan Gardner (letter only)



Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

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Fax (219)762-1653

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GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

JAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 18, 1999

Mr. Imad Samara
U.S. Army Corps of Engineers
111 N. Canal Street
Chicago, Illinois 60606-7206

Dear Imad:

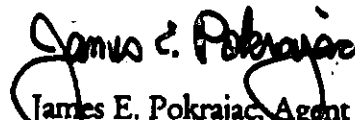
At our August 10th technical review meeting this past summer, one of the items of discussion regarded the installation of grease fittings for sluice gates. It was discussed in this meeting that for all future contracts, this would be included as part of the responsibility of the contractor. It was also suggested by the Corps at this meeting that projects already completed would be the responsibility of the local sponsor to arrange for installation of fittings.

Please refer to the attached minutes of that meeting (Item #1 which discusses this). Could you please clarify the last sentence of Item #1 that states "This would be done as a modification on the East Reach Remediation as of the project." If this applies only to the ERR, we feel further review be done to the other completed segments to assure that these contractors have met their contract obligations. Recently, I reviewed the Stage II Phase 4 specifications regarding sluice gates and have enclosed and underlined, that part of the specifications indicating that the contractor should have provided grease fittings for the sluice gates as part of his project.

Will you please review this specification and respond to me in writing as to whether or not the Corps will assure that the contractors install these fittings for the existing construction.

Any questions regarding this request, please call me at the above number.

Sincerely,


James E. Pokrajac, Agent
Land Management/
Engineering

/sjm
enc.
cc:

Jan Plachta
Joe Schmidt
Tom Deja
Jim Flora



REPLY TO
ATTENTION OF:

NOV 11 1999
DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

October 25, 1999

Programs and Project Management Division
Project Management Branch

Mr. James E. Pokrajac
Agent, Land Acquisition
Little Calumet River Basin
Development Commission
6100 Southport Rd.
Portage, Indiana 46368

Dear Mr. Pokrajac;

Thank you for the letter of October 18, 1999 regarding installation of grease fittings for sluice gates on the Little Calumet River Flood Control projects. As you pointed out there is a note in the specifications that says that: "approved means for lubrication of the threaded portion of the gate stem shall be provided in the stand or in the stem cover".

Cline Ave. has been provided with a Rodney Hunt sluice gate and has in their submittal a stem lubricator. Lubrication of the stem using this fitting has been witnessed by our field personnel.

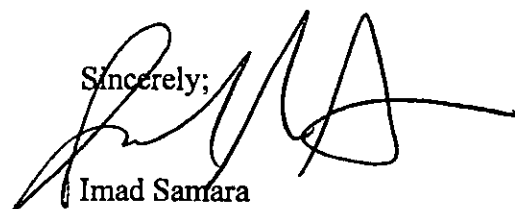
Stage IV-2A, which has Waterman sluice gates, has a note on the shop drawing: "shop note: provide grease zerk for stem threads". The contractor, Dyer Construction has been advised that they will have to demonstrate that indeed the stem can be lubricated. This has not yet been accomplished.

Stages II-3B, II-3C2, II-4, and IV-2B all have Hydrogate sluice gates. The note on their shop submittal states that "lifts may be furnished with optional "stem lubrication flanges" to facilitate lubrication of stem threads with presure greasing equipment. This flange is sandwiched under the lift." No such flange is visible. Tim Frazier, from Hydrogate confirms that the stem lubricator flanges have not been provided. Hydrogate owes us approved means of lubricating all of their sluice gate stems.

East Reach Remediation project does not have yet a chosen supplier. We will watch that the stem lubrication is proposed on the shop submittal and provided.

If there are any additional questions please contact Mr. Jan S. Plachta of this office at (312) 353-6400, Extension 1801.

Sincerely;

A handwritten signature in black ink, appearing to read 'Imad Samara', with a long horizontal stroke extending to the right.

Imad Samara
Project Manager

CF: Jim Flora, R.W. Armstrong

LAND ACQUISITION REPORT

Wednesday, November 10, 1999

STATUS (Stage II Phase I) – Harrison to Broadway – North Levee:

1. Project completed July 10, 1992.
Dyer Construction – Contract price \$365,524

STATUS (Stage II Phase II) – Grant to Harrison – North Levee:

1. Project completed December 1, 1993
Dyer/Ellas Construction – Contract price \$1,220,386

STATUS (Stage II, Phase 3A (8A) – Georgia to Martin Luther King – South Levee:

1. Project completed January 13, 1995.
Ramirez & Marsch Construction – Contract price \$2,275,023

STATUS (Stage II, Phase 3B) – Harrison to Georgia – South Levee:

1. Project currently 98% complete. (Minor pump station testing and final turnover of the Broadway pump station to GSD to be scheduled this fall.
2. Additional land will be required to extend a recreation trail off of the existing levee north of IUN to allow recreation trail users
 - A letter was sent to the Board of Public Works on October 1st, 1999, requesting the necessary easement to construct this ramp. /

STATUS (Stage II, Phase 3C2) – Grant to Harrison:

1. The re-location of the recreation trail due to the crossing at Grant St. would require agreements with the Steel City Truck Stop and the city of Gary to be able to cross Grant St. at the light at 32nd Ave.
 - We are considering moving the trail further east (nearer Gilroy Stadium) and coming south off the existing levee to 32nd Avenue. (A field meeting will be scheduled with the COE to agree to a new location.)

STATUS (Stage II, Phase 4) – Broadway to MLK Drive – North Levee:

1. A letter was sent to the Norfolk Southern Corporation on February 22nd, 1999, enclosing the easement agreements and the offer for these easements.
 - A follow-up letter was sent to the N.S. R.R. on March 26th, 1999, requesting a response to our previously submitted letter. (Ongoing)

STATUS (Stage III) – Chase to Grant:

1. Project completed on May 6, 1994.
Kiewit Construction – Contract price \$6,564,520

STATUS (Stage IV – Phase 1) – Cline to Burr:

1. As per the August 24 Real Estate meeting, the revised schedule for IV-1 (North) would be to advertise on Sept. 30th; award the contract on Nov. 15th; and have construction start when the weather permits.
2. The most recent schedule with the COE for Stage IV Phase 1 (South) would be to advertise on April 20, 2000; award contract on July 24, 2000; and have a construction start by August 21, 2000 with a one year scheduled completion.
3. The staging area will be located west of the EJ&E RR and north of Black Oak Road on properties currently owned by INDOT. The legals have been completed and we have forwarded easement agreements for approval.
 - We received a letter from INDOT on August 26th dated August 19th, indicating that this area will be used for mitigation and that we should pursue another location.
 - We sent a fax to Ed Tang (INDOT Project Manager for Cline Ave.) on September 13th, 1999, enclosing real estate requirements and suggesting we discuss this possibility.
 - Tang called back on September 15th, 1999 and said INDOT would agree to allow us to use their land for staging, as long as the appropriate legal agreement is in place and the Detroit Corps concurs.
 - **An environmental assessment of the land East of Gerry Street & North of the N.S. RR. was completed by K & S Testing with no apparent problems. It will be used for the staging area for IV – 1 North.** 2
4. A modified location survey was completed and the demolition of the existing Taborski garage will be included as part of the flood control project. A new garage will be bid, and installed prior to construction.
 - **A letter was sent to Taborski on October 15th, 1999, with specs and location survey as a request for his input. We met on October 22nd, 1999, and finalized the specs and layout.** 3
 - **The request for bids was sent out on November 5, 1999**
 - **The driveway (stoning) and culvert will be installed prior to garage construction by Dale Nimetz.**

STATUS (Stage IV – Phase 2A) – Lake Etta – Burr to Clark:

1. All construction is currently completed. Pump test is scheduled for mid-April. (Refer to Engineering Report)

STATUS (Stage IV – Phase 2B) – Clark to Chase:

1. Construction currently 95% complete. Projected completion in late fall, 1999. (Refer to Engineering Report)

STATUS (Stage V – Phase 1) – Wicker Park Manor:

1. Project completed September 14, 1995
Dyer Construction – Contract price \$998,630

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STATUS (Stage V – Phase 2) – Indianapolis to Kennedy – North Levee:

1. We received "final" real estate drawings from the COE on July 13th, requesting us to proceed with acquisition. (See engineering report for current construction schedule.)
 - We received final engineering plans and specifications from the COE on August 31st, 1999.
 - Authorization to do the survey work was given to Cole Associates on October 4th, 1999, to get the legal descriptions and tie in existing features. 4
 - Coordination field meeting was held on October 14th, 1999.
 - Legals were completed on November 5th, 1999
2. A letter was written to the COE on October 15th, 1999, requesting this project be divided into two separate parts to allow us to expedite acquisition. One part would be V-2A (all construction between Indianapolis and Northcote) and V-2B (all construction between Indianapolis and Kennedy). 5
 - We would pursue V-2A first to include the recreation features near Tri-State.
 - We received a letter from the COE on October 29th, 1999 (dated October 25th) indicating they are preoccupied with other East Reach projects and would review this request around January 2000. 6

STATUS (Stage V – Phase 3) – Northcote to Indianapolis – (Woodmar Country Club):

1. We received "final" real estate drawings from the COE on July 13th, requesting us to proceed with the acquisition.
2. We received final engineering plans and specs from the COE on August 31st, 1999, which will allow the appraisal process to begin once the survey work has been completed. 4
 - Authorization to do the survey work was given to Cole Associates on October 4th, 1999, to get the legal descriptions and tie in existing features.
 - Coordination field meeting was held on October 14th, 1999.
 - Legals were completed on November 5th, 1999

STATUS (Stage VI) – Kennedy to Cline:

1. At our October 15th Real Estate meeting, the COE indicated Stage VI will be divided into 2 phases.
 - Stage VI P1 (north of the river all construction and south of the river Kennedy to Grace)
 - Stage VI P2 (south of the river Grace to Cline and the north Grace St. pump station)
 - The survey work has now been completed to field determine project coordinate points and was sent to the COE on August 23rd. Final real estate drawings can be modified as necessary to incorporate engineering requirements as needed.

Burr St. (Betterment) levee – Arbogast to Burr:

1. The current schedule as per our August 24, 1999 Real Estate meeting for Burr St. – Stage 1, indicates we would advertise by December 1999 and award contract by March 2000.
2. The current schedule for Burr S. Stage 2 (East of Colfax and all remaining work eastward) indicates advertising on April 15, 2000; contract award July 15, 2000; and construction start on August 15, 2000 – with approx. one year to complete.
 - The intent (if possible) would be to combine Phase 1 and Phase 2 into one contract to save money.

3. Betterment Levee (Phase 1)

- A. The agreement allowing Kortenhoven to construct his levee on our 30' strip of land was signed and approved the 3rd week of September.
- B. We submitted a request to the Town of Griffith on September 8th, 1999, allowing us a temporary work area easement on River Dr.

4. Betterment Levee (Phase 2)

- A. The survey work, and legal descriptions for the easements near 37th Avenue were submitted on August 27th and the appraisal process may begin.
- B. On August 31st, 1999, we received all the remaining legals for the Eastern leg (N. of the N.S.RR. South to 37th Ave).

EAST REACH REMEDIATION AREA – (NORTH OF I-80/94, MLK TO I-65):

1. The schedule with the COE (as of August 24th, 1999) indicates the bid opening was held on May 25th; the award for contract is completed; and construction start is projected for late September 1999, with an anticipated one year completion.
 - The bid came in at \$1,731,645.40 from Dyer Construction
2. A pre-construction meeting was held with the COE & Dyer Construction on September 9th, 1999, and April 30th, 1999 was established as the deadline to exercise the roadway option.
3. **Easement agreements were submitted to INDOT on October 15th, 1999, for (3) properties that will be necessary as part of the one year option.**
 - **A letter was sent to INDOT on October 28th, 1999, providing clarification and information regarding the installation of a sluice gate on the I-65 right-of-way.**

WEST EACH PUMP STATIONS – PHASE 1

1. These stations include Baring, Hohman-Munster, Walnut and South Kennedy.
2. We received a letter from the COE Real Estate dated October 5th, 1999, (received on October 12th) requesting right-of-entry.
 - We had not received any Real Estate drawings showing delineation of property to do our legals.
 - We used the set that was included in the Engineering Review set (not yet approved) to do our legals.
3. We sent out the easement agreements for the 4 owners to approve – INDOT, North Township, Town of Munster and City of Hammond on November 5th, 1999



Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-0690

Fax (219)762-1653

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

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VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 1, 1999

Ms. Gwen Malone
Public Works Department
City of Gary
401 Broadway
Gary, Indiana 46402

Dear Gwen:

Enclosed please find 4 copies each of five (5) separate easements the Development Commission needs to acquire from the city of Gary for the flood control/recreation project. They are:

Stage IV Phase 1 South

Permanent Levee easement

Temporary Work Area easement

Stage II Phase 3B

Permanent Levee easement

Temporary Work Area easement

Burr Street Betterment Levee

Temporary Work Area easement

There are legal descriptions and drawings attached to each easement to show the location. The City will be notified prior to any construction start.

We appreciate the timeliness and cooperation you have shown to us in the past in helping us to secure signatures on previous easements that were needed. We are again requesting your cooperation and assistance. If you have any questions, please call me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/
Engineering

/sjm
encl.

cc: Roland Elvambuena, City engineer
Emmett Clancy, COE
Lou Casale, LCRBDC attorney



October 28, 1999

9715 KENNEDY AVENUE • HIGHLAND, INDIANA 46322
(219) 824-5231 • (773) 734-5800 • FAX (219) 824-5271

File No. 5584

Little Calumet River Basin Development Commission
6100 Southport Road
Portage, IN 46368

Attn: Mr. James Pokrajac

REPORT

**ENVIRONMENTAL SITE ASSESSMENT (PHASE I)
LOTS 23 & 24
3125 - 3129 GERRY STREET
GARY, INDIANA**

Dear Mr. Pokrajac:

At your request, K & S Engineers, Inc. (K&S) has conducted an Environmental Site Assessment (Phase I) of the above-referenced property located in Gary, Lake County, Indiana.

This report presents the results of the Phase I Environmental Assessment conducted at the subject property (site). The scope of work included review of current and past uses of the site, site reconnaissance, and regulatory review. At the time of the site visit, the subject property was mostly vacant, consisting of approximately 0.275 acres, and being used for storage.

The subject property is not reported as an ERNS, NPL, RCRA, or CERCLA site, and there are no visible signs of, or reported USTs or LUSTs present on the site. During the site visit no stressed vegetation due to hazardous material was noted at the site, however, a small oil stain was observed on the ground near a storage shed on the subject property. Based on the information gathered during this environmental site assessment, the environmental risk associated with the subject property at this time is expected to be low.

We appreciate the opportunity to be of service to you. If you have any questions regarding this report, or if you need additional help, please call our office.

Very truly yours,
K & S Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Ronald J. Hosek'.

Ronald J. Hosek, CPG
Environmental Manager

A handwritten signature in black ink, appearing to read 'Dibakar Sudi'.

Dibakar Sudi, P.E.
Project Engineer

RH:DS

File No. 5584

• Geotechnical and Environmental Consultants •



Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-0696
Fax (219)762-1653

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

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VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 15, 1999

Mr. and Mrs. David Taborski
3036 Calhoun
Gary, Indiana 46406


Dear Mr. & Mrs. Taborski:

Enclosed is a copy of a location survey of your existing house, deck, garage, shed, and pool. Would you please mark up the layout drawing to show the location you would like to have your new 24' x 24' garage, and also indicate the area where you would like your new sidewalk and stoned driveway installed.

Please do this at your earliest convenience in order that we may submit a request for bids for the installation of these new facilities. It is our intent to have this garage installed as soon as possible in order that you may use this new facility and make arrangements for us to relocate existing equipment from your existing garage to the new garage.

I would like to arrange a meeting with you to assure that the attached specification sheet will include all of those items that you currently have in your garage. If you have any questions regarding this request, please contact either myself or Judy Varnos at 219763-0696 at your earliest convenience.

Sincerely,


James E. Pokrajac, Agent
Land Management/
Engineering

/sjm
encl.

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Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-0696
Fax (219)762-1653

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DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 4, 1999

Mr. W. Michael Jabo
Manager, NW IN Operations
COLE Associates, Inc.
7011 Indianapolis Blvd.
Hammond, Indiana 46324

Re: Cole Reference #H99-064 and 065

Dear Mike:

Enclosed please find a copy each of the fully executed agreement between Cole Associates and the Development Commission for engineering services for Woodmar County Club easements (H99-064) and Wicker Park Golf Course easements (H99-065). This work will be done for a cost not to exceed \$4,846.00 and \$4,882.00 respectively as per your proposals.

Upon receiving these signed copies, please consider this as your notice to proceed. If you have any questions, please call me.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.



Little Calumet River Basin Development Commission

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Portage, Indiana 46368

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DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 15, 1999

Mr. Imad Samara
U.S. Army Corps of Engineers
111 N. Canal Street
Chicago, Illinois 60606-7206

Dear Imad:

This letter is to serve as a request from the Little Calumet River Basin Development Commission to divide the existing Stage V Phase 2 contract into two separate parts (Stage V Phase 2A and Stage V Phase 2B). We would suggest that Phase 2A include all construction between Indianapolis Blvd. and Northcote, which would also include the recreational features our Commission has requested to be pulled out of the contract to allow the Hammond and Highland trail systems to be tied in.. We also suggest that Phase 2B of this project include the remaining construction which would be from Kennedy to Indianapolis.

We feel that by breaking out Phase 2A of this construction that only several real estate and utility issues would need to be addressed and that we would attempt to accomplish in a more timely manner to meet the current COE schedule.

This was discussed at our last real estate meeting and all attending parties concurred that by breaking Stage V Phase 2 into 2 parts, it would be more feasible to meet your schedule.

If you have any questions regarding this request, please call me at above number.

Sincerely,


Dan Gardner
Executive Director

/sjm

cc: Bill White
Emmett Clancy
Lou Casale, LCRBDC attorney

5



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF:

REC'D OCT 29 1999

October 25, 1999

Programs and Project Management Division
Project Management Branch

Mr. Dan Gardner
Executive Director
Little Calumet River Basin
Development Commission
6100 Southport Rd.
Portage, Indiana 46368

Dear Mr. Gardner;

In response to your letter dated October 15, 1999, regarding division of Stage V, Phase 2, into two separate parts (Stage V, Phase 2A and Stage V, Phase 2B), we in general concur with your recommendation. However, we are presently preoccupied with other projects in the East Reach and we will be reviewing your request in detail during the second quarter of our fiscal year, also around January 2000.

If you have any additional questions please contact Mr. Jan S. Plachta of this office at (312) 353-6400, ext. 1801.

Sincerely,

A handwritten signature in black ink, appearing to read "Imad Samara", is written over the typed name.

Imad Samara
Project Manager

CF: Lou Casale, LCRBDC attorney
Bill White
Emmett Clancy



Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-0696

Fax (219)762-1653

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 15, 1999

Mr. Fredric Lawrence
IN Dept of Transportation
Room 730 N
IN Government Center N
Indianapolis, Indiana 46204

Dear Mr. Lawrence:


As per direction from Mr. Mike McGuire of the LaPorte District, your name has been given as our point of contact to obtain easement approval for properties needed from INDOT for the Little Calumet River Basin Development Commission flood control/recreation project.

I am enclosing four (4) copies of an agreement for a closure structure easement, a road easement and a flowage easement; accompanied by a map showing the location of each. This agreement will allow construction in the area east of Martin Luther King Drive, west of I-65, and adjacent to I-80/94 in Gary, Indiana. Wording in this agreement is the same wording used in previously approved agreements with INDOT.

We are requesting your assistance in obtaining approval and signatures on these documents. After the signatures are obtained, please return them to our office for counter signature and recording. We will then forward 2 copies back to you for your files.

If you have any questions regarding these easements, please call me at the above number. Mike McGuire in LaPorte also has a copy of the agreement and map, for information purposes only, and may be able to help you also. Thank you for your timely cooperation in this matter.

Sincerely,


Dan Gardner
Executive Director

/sjm
encl.
cc:

Mike McGuire, LaPorte District
Jay Marks, INDOT Real Estate Div.
Lou Casale, LCRBDC Attorney
Emmett Clancy, COE



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

(219) 763-0696 Fax (219) 762-1653
E-mail littlecal@nirpc.org

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
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CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

October 28, 1999

Mr. Mike McGuire
IN Dept. of Transportation
LaPorte District
P. O. Box 429
LaPorte, Indiana 46350

Dear Mike:

As per our conversation of October 28th, I am enclosing information regarding the closure structure to help with our request to obtain a permit to construct in the area of I80/94 and I65. The closure structure that is indicated on the existing right-of-way of I65 is a sluice gate that is intended to be left open, unless during a flood event, upon which it will be closed. We have enclosed details from the Army Corps of Engineers plans that show this particular structure. This design was reviewed and approved in coordination with the INDOT Engineering Department and the Army Corps of Engineers. This closure will be installed to prevent back flow through the existing culvert from the east side of I65.

If you need any further clarification, please call me at the above number. Thank you for your attention to this matter.

Sincerely,

James E. Pokrajac, Agent
Land Management/
Engineering

/sjm
encl.

cc: Fredric Lawrence
Imad Samara, COE

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DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF:

October 5, 1999 (RECEIVED ON Oct. 12)

Real Estate Division

SUBJECT: Authorization for Entry for Construction and Attorney's Certificate of Authority for Pump Station Rehabilitation, Phase I

Mr. Dan Gardner, Executive Director
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, Indiana 46368

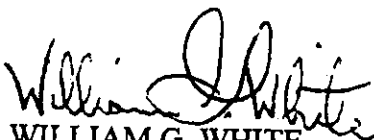
Dear Mr. Gardner,

Attached are four copies of the Authorization for Entry for Construction, Attorney's Certificate of Authority, Real Estate mapping labeled BA-R1, SK-R1, HM-R1, AND WA-R1, all dated July 1999, and a tabulation of estates (A Perpetual Pump Station Easement).

You are directed to proceed in accordance with Article III of the Local Cooperation Agreement to acquire the minimum estate required for this project. Upon completion of the acquisition, please sign the Authorization for Entry for Construction and the Attorney's Certificate of Authority and return one copy with the attached mapping to the Real Estate Division.

Please address any questions to Emmett Clancy at 312-353-6400, ext. 5005.

Enclosures


WILLIAM G. WHITE
Chief, Real Estate Division

CF: Lou Casale
Imad Samara

RECREATION REPORT

Wednesday, November 10, 1999

GENERAL STATEMENT:

Currently, the joint recreation venture with the Army Corps is completed; 85% of the completed east reach levees have stoned trails completed; the remainder of east reach trails should be completed by the fall of 2001.

RECREATION - PHASE 1. (This contract includes recreational facilities for Lake Etta, Gleason Park, Stage III (trails), and the OxBow area in Hammond.)

A. OXBOW (Hammond)

1. October 28th, 1998 was the date that this facility was turned over to the City of Hammond.

B. GLEASON PARK (Gary Parks & Recreation)

1. October 28th, 1998 was the date this facility was turned over to the Gary Parks and Recreation Department.

C. LAKE ETTA (Lake County Parks)

1. October 27th, 1998 was the date that this facility was turned over to the Lake County Parks Department.

D. CHASE STREET TRAIL (City of Gary)

1. October 27th, 1998 was the date that this facility was turned over to the City of Gary.

RECREATION - GENERAL

A. We have requested a recreation (project-type) map from the COE showing all recreation features, including trails, fishing piers, observation decks, and all out support facilities.(Ongoing)

- We received 11" x 17" copies of the East Reach and West Reach recreation features maps on September 3rd, 1999 and they will be distributed to the Commissioners at our October 7th board meeting.

B. Lake Station – Handicapped Accessible Park (Refer to Land Management Report)

1. It has been discussed with the Lake Erie Land Company the possibility of using them to develop this park in return for considerations of land use for wetland banking. (Agreement is ongoing and in process of review)
2. Once the LEL contract has been finalized, a coordination meeting with the Recreation and Land Management Committees will review the money available and develop a scope of work.

- C. We received a letter from the COE on April 12 regarding recreational trail re-alignment from the existing levee north of IUN and west of Broadway indicating that they will forward real estate information to us.
1. The informal estimate was approved by the COE on September 16th, 1999 and we are currently submitting a permanent levee agreement for approval to the Gary Public Works Department.
- D. We sent a letter to Gas City on July 1st requesting their comments on the relocation of the recreation trail adjacent to their truck stop.
1. We received a letter from Gas City of July 21st requesting we consider a different route due to increased crime potential.
 - The COE has requested a conference call to discuss this with Gas City. (ongoing)
- E. We received a copy of a press release on July 13th announcing the 1999 Transportation Enhancement grants, which includes \$800,000 to complete the Highland/Wicker Park/Erie Lackawanna trail systems.
1. The current schedule is projected to have plans completed by August 2000; be bid out by November 2000; and construction to start in the spring of 2001.
 2. A letter was sent to the COE on September 16th, 1999, requesting cost comparison data, stating scope of work to be removed from V-2 and V-3, and requesting any additional information regarding legal concerns, money, or crediting.
 3. We presented several alternatives to the Commission at the September 2nd meeting and evaluated our options.
 - We were requested to schedule a coordination meeting with the Recreation Committee prior to our next scheduled Board meeting on October 7th, 1999.
 4. We received a copy of a letter from Mayor Dedelow to Senator Lugar dated September 7th, 1999, requesting his support to expedite our recreational portion of the project in this area.
- F. We received a letter from the E.J. & E. RR. dated September 1st, 1999, and forwarded it to the Commission attorney for legal review on September 8th, 1999, regarding their allowing us an at-grade crossing for the Betterment Levee Recreation Trail.

RESULTS OF 20 OCTOBER 1999 REAL ESTATE MEETING

LITTLE CALUMET RIVER FLOOD PROJECT / ARMY CORPS OF ENGINEERS

In attendance: LCRBDC:

Dan Gardner
Sandy Mordus
Jim Pokrajac
Judy Vamos

COE:

Imad Samara
Emmett Clancy
Chris Borton

1. STAGE IV-1 NORTH

a. Status of DC 546 (owner Algue Sumar), the last private acquisition in this stage - Judy explained that the Sumar property is in condemnation. LCRBDC was unable to come to an agreement with Mr. Sumar even after LCRBDC removed a staging area from the property at his request. Sumar's contention is that the property is worth twice as much as the offer. COE and LCRBDC will not approve an increase to \$40,000 from an offer of \$20,180.

(ACTION: Lou/LCRBDC)

b. Status of DC 448 - owner David and Karen Taborski - This acquisition is closed since 9/96 but a recently discovered mistake in the survey drawing now puts the Taborski garage in the ditch easement. The garage must be demolished and a new one constructed. Judy has contacted the Taborskis and Jim will meet with them at their property on 10/22 to inspect the present garage and get specs for the in-kind replacement. Imad stated that the new garage, driveway, concrete walk, demolition of the old garage, etc. are creditable costs.

(ACTION: Jim/LCRBDC)

2. STAGE IV-1 SOUTH

a. Status of the railroad appraisals - Judy reported that the appraisal addendums have been received from Appraiser Dale Kleszynski. She will give them to Chris at today's meeting for his review and approval. Once approved Lou can prepare the offers and agreements for submittal to the railroads.

(ACTION: Judy and Lou/LCRBDC)

c. Status of WIND appraisal - Judy reported that Dale is finishing the appraisal and she'll have it by the end of this week to send to Chris for his review and approval.

(ACTION: Judy/LCRBDC)

c. Status of INDOT properties for staging area - The INDOT staging area is an area INDOT is using for their own mitigation. Imad reported that COE will do the contract with INDOT and include language that states "the area will be restored for their mitigation requirements as required by the Detroit COE."

(ACTION: COE)

3. STAGE V-3 (Woodmar Country Club)

a. Status of Woodmar - Jim reported that the Cole surveys of the country club will be delivered by the end of October. Judy stated the appraisal could be assigned once those drawings are received. Discussion held on which appraiser to use. LCRBDC wants to use Dale Kleszynski. He's local and experienced. COE wants someone else. COE fear is that Dale may be too occupied with the Woodmar appraisal to complete any other work for LCRBDC. Judy reported that Dale is taking on a partner in his firm and will be able to compete any assignment for LCRBDC. It was agreed to let LCRBDC make the final decision.

b. COE would like to have appraisal assigned by 11/1/99 and the Uniform Offer completed by 12 months prior to the acquisition date of 1/15/00. LCRBDC feels this schedule too aggressive. A meeting is scheduled for 11/4/99 at Woodmar with Woodmar, COE, LCRBDC to explain that acquisition/appraisal is starting. A pre-meeting with COE and LCRBDC will be held around 10/28 to discuss the presentation.

(ACTION: COE and LCRBDC)

4. STAGE V-2 (Wicker Park Golf Course and private landowners)

a. Discussion held that this stage is the same as V-3 and both Woodmar and Wicker Park may be too costly for LCRBDC at the same time. Perhaps this stage could be broken into two segments. COE will review.

(ACTION: COE)

5. STAGE VI

a. COE expects to deliver real estate drawings on or before 6 January 2000.

(ACTION: COE)

b. COE is anticipating to start the hotel/motel acquisitions. Judy is expecting to assign the appraisals to Janet O'Toole once she finishes the East Reach Remediation Area. Chris has some reservations about Janet and would like to review Janet's qualifications.

(ACTION: Chris/COE and Judy/LCRBDC)

6. BURR STREET- PHASE 1

a. Status of remaining acquisitions - Judy reported that the last three acquisitions are in the Colfax Road-Raising Area.

1.) DC 603 Mansard Apartments - still a question about a fence along the ditch next to the playground. Corporate real estate person difficult to contact.

2.) DC 606 Phelps - concerned about saving two large oak trees on the property. Judy and Jim will meet with the landowner and write a letter to COE to leave trees undisturbed.

3.) NIPSCO and Marathon Utility Agreements - Lou is working on.

(ACTION: Lou/LCRBDC)

b. Status of railroad easements - Judy reported that Lou/Angie have the majority of agreements ready for an offer to the railroads. Lou is waiting on the two added easements. Dale will complete the addendums, Chris will review, then Lou can prepare the agreements.

(ACTION: Chris/COE and Judy, Lou/LCRBDC)

c. Status of MOA - Emmett reported that COE attorney Don Valk is working with Lou on the wording of the agreement

(ACTION: Don/COE and Lou/LCRBDC)

7. EAST REACH REMEDIATION (ERR)

a. Status of WLTH radio tower - Emmett is working on the COE letter to waive an appraisal on the WLTH Radio tower property, however, COE can't approve the engineering "fix" to flood proof the tower. Dan explained that wording which would allow crediting for flowage properties in the ERR was not included in this year's WRDA legislation. As a result LCRBDC will not receive project credit from the COE for acquisition of flowage properties. This engineering "fix" is on a flowage lot, therefore, not creditable.

Emmett mentioned that, additionally, since the flowage properties are not creditable the appraisals do not need to be approved by the COE. Judy stated that she will, therefore, work on getting all the rest of the flowage tracts (32 property owners) appraised with offers out to the landowners as soon as possible. These landowners were originally contacted in 1996 and have been on hold since then waiting for the COE Project Authorization Change (PAC) to be approved.

(ACTION: Judy/LCRBDC)

8. CREDITING

- a. Status of new computer program - Emmett reported that the tracking program's new screens are completed and a prototype will soon be available.
- b. Status of \$1,225,000 Mass Appraisal for Crediting - Sandy reported that Gail is working on obtaining additional documentation for proper crediting for the Mass Appraisal. Emmett stated that LCRBDC has more credit coming.
- c. Sandy is working on administrative and legal costs. Dan reported that LCRBDC would like to have as much crediting done as possible by the end of the year.
(ACTION: Sandy and Gail/LCRBDC)

9. MITIGATION

- a. Imad reported that the Hobart Marsh segment of the mitigation plan is still undecided. Dan reported that LCRBDC still doesn't have the DNR permits. Agreed that a decision should be made about the Hobart Marsh Area for the Mitigation Plan.
(ACTION: COE/LCRBDC)

10. PUMP STATIONS (PHASE1)

- a. Jim reported that he's preparing the legals for Sandy to prepare the easements agreements, however, each of the four stations has a different owner and the work is more involved. Judy stated that the agreements should be submitted for acceptance and she'll assign DC number and appraisals, order title work later.
(ACTION: Jim, Sandy, Judy/LCRBDC)
- b. Sandy will work with Don Valk on the language of the agreements. The four agreements need to be completed by 30 November 1999.

11. OTHER ISSUES

- a. Imad requested a meeting with the LCRBDC Commissioners possibly in January or February of 2000. He and the new Deputy Colonel John Sirles want to speak with the commissioners about funding and money management issues for the future.
(ACTION: John and Imad/COE and LCRBDC commissioners)
- b. Cady Marsh is again under discussion. Dan will give new plans for the ditch to Imad and Imad will send COE cost figures to Dan. Imad said he thinks Griffith is once again committed to the project but the COE has not officially met with Griffith. He thinks the cost could be about \$16 or \$17 million. Griffith's share would be about \$4 million on a 75% COE and 25% Griffith cost share agreement.
- c. The LCRBDC Halfway Point Dedication Ceremony with Congressman Visclosky is scheduled for Friday 11 November 1999 at Lake Etta Park. The congressman's aid Mark Lopez is working on an agenda. COE and LCRBDC will finalize plans for the ceremony including food, PR releases, microphone and video set-up, etc.

12. NEXT MEETING

Tuesday, 23 November 1999, 9:30 am at LCRBDC office.



CLASSIFICATION

HOURLY RATE

Principal/Officers	\$135.00
Senior Project Manager/Senior Consultant	110.00
Project Manager/Consultant	94.00
Senior Engineer/Architect/Planner	78.00
Construction Engineer	78.00
Engineer/Architect/Planner	75.00
Design Manager	75.00
Designer	68.00
Technical Specialist	58.00
CADD Manager/Production Manager	58.00
CADD Technician	50.00
Grant Administrator	65.00
Chief Inspector	80.00
Inspector I / Senior Inspector	68.00
Inspector II / Inspector	52.00
Surveyor	80.00
Fieldman	50.00
Assistant	50.00
Courier	37.00

Mileage

at current IRS rate

Other Direct Costs

at cost + 15%

Rates Effective through December, 1999

ATTACHMENT 1

LUCAS, HOLCOMB & MEDREA

ATTORNEYS AT LAW

JAMES A. HOLCOMB
JOHN O. STILES
DANIEL A. MEDREA*
ROBERT F. PETERS
STEPHEN R. PLACE
NICK KATICH
LOUIS M. CASALE
MARY LINDA CASEY
MARK S. LUCAS
JOSEPH M. SKOZEN
DAVID E. WOODWARD
DAVID A. BULS
DAVID M. BLASKOVICH**
STEPHANIE SHAPPELL CASEY

*DENOTES ALSO MEMBER OF THE BARS OF ILLINOIS AND FLORIDA
**MEMBER OF ILLINOIS BAR

EASTON COURT
300 EAST 90TH DRIVE
MERRILLVILLE, INDIANA 46410

TELEPHONE (219) 769-3561
24-HR FAX (219) 756-7409

OF COUNSEL:
ROBERT J. ADDISON

ROBERT A. LUCAS
1922-1999

JOSEPH L. SKOZEN
1915-1997

November 4, 1999

Mayor Sam Maletta
Portage City Hall
6070P Central Avenue
Portage, IN 46368

RE: Portage Marina Financial Report

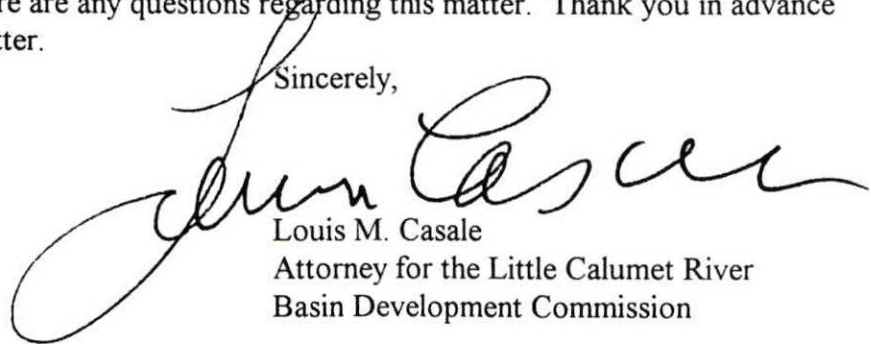
Dear Mayor Maletta:

This letter is a reminder and request, on behalf of the Little Calumet River Basin Development Commission, that the City of Portage send to the Commission the required annual financial report relating to the operation of the Portage Marina for the 1999 boating season.

The Commission's financial consultant has requested that this year's report include a balance sheet. In addition, the income statement should include a line for net income or loss. Also, please furnish the state board of accounts most recent audit pertaining to the marina along with any response to the findings.

Please contact me if there are any questions regarding this matter. Thank you in advance for your cooperation in this matter.

Sincerely,



Louis M. Casale
Attorney for the Little Calumet River
Basin Development Commission

LMC/jcn
Cc: Dan Gardner

DRAFT
LOCAL COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FOR CONSTRUCTION OF THE
LITTLE CALUMET RIVER, INDIANA LOCAL FLOOD PROTECTION
AND RECREATION PROJECT

THIS AGREEMENT, entered into this 16th day of August 1990, and modified by Supplement No. 1 dated July 9, 1999 by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and the Little Calumet River Basin Development Commission (hereinafter referred to as the "Commission"), acting by and through its Chairmanperson,

WITNESSETH, THAT:

WHEREAS, construction of the Little Calumet River, Indiana Local Flood Protection and Recreation Project at the Little Calumet River between the Illinois - Indiana State line and the intersection of the Little Calumet River and Colorado Street, just east of Interstate 65 (hereinafter referred to as the "Project", as defined in Article I.b. of this Agreement), was authorized by Section 401 of the Water Resources Development Act of 1986 (P.L. 99-662), to be constructed substantially in accordance with Plan 3A contained in the Report of the Chief of Engineers, dated June 2, 1984; and,

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost sharing requirements applicable to the Project; and,

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water resources project by the Secretary of the Army shall not be commenced until each non-federal interest has entered into a written agreement to furnish its required cooperation for the project; and,

WHEREAS, on 1 June, 1988, the Assistant Secretary of the Army (Civil Works) approved a credit with an estimated value of \$1,667,200 for the Little Calumet River Basin Development Commission toward the Commission's share of project cost in accordance with Section 104 of the Act; and,

WHEREAS, the Commission does not qualify for a reduction of the maximum non-Federal cost share pursuant to the guidelines which implement Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, published in 33 C.F.R., sections 241.1 - 6, entitled "Flood Control Cost-Sharing Requirements Under the Ability to Pay Provision"; and,

WHEREAS, the Commission has the authority and capability to furnish the cooperation

DRAFT

hereinafter set forth and is willing to participate in cost-sharing and financing in accordance with the terms of this Agreement; and,

WHEREAS, the Approved Plan (hereinafter the "Approved Plan") for flood control improvements on the Little Calumet River would provide a 100-year level of protection; and,

WHEREAS, due to the possibility of Project induced flooding in the Marshalltown, Indiana, area the Project boundaries, as defined in the Agreement, must be expanded; and,

WHEREAS, the Non-Federal Sponsor prefers the construction of a plan (hereinafter the "Project", as described in Article I.b. of this Agreement) which provides a greater level of protection than the Approved Plan and is willing to pay 100 percent of the costs of the Project which exceed the costs of the Approved Plan.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "Approved Plan" shall mean the structural and non-structural flood control measures at Little Calumet together with construction of recreation hiking trails throughout the Project area with the construction of associated recreation support areas within the project ravine corridor and at the borrow site in the town of Schererville; construction of disposal facilities; preserving land designated as wetlands; and construction of fish and wildlife mitigation and enhancement measures **including the non structural flood control features, between the E., J., & E. railroad to the west and Colfax Street to the east as generally described in the Little Calumet Phase II, General Design Memorandum dated September 1986, and approved June 1990 as modified by the Post Authorization Change Report dated May 1999 and approved on 14 May 1999 (hereinafter referred to as the "PAC").**

b. The term "Project," shall mean the Approved Plan work described in paragraph "a" of this Article, **excluding therefrom the non-structural flood control, measures, between the E., J., & E. railroad to the west and Colfax Street to the east and including therein the structural flood control measures, between the E., J., & E. railroad to the west and Colfax Street to the east as described in Burr Street Levee Feature Design Memorandum dated December 1997.**

~~a. The term "Project" shall mean the structural and non-structural flood control measures at Little Calumet together with construction of recreation hiking trails throughout the Project area with the construction of associated recreation support areas within the project ravine corridor and at the borrow site in the town of Schererville; construction of disposal facilities; preserving land designated as wetlands; and construction of fish and wildlife mitigation and~~

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~~enhancement measures, as generally described in the Little Calumet Phase II, General Design Memorandum dated September 1986, and approved June 1990, and including the structural flood control features between the E., J., & E. railroad to the west and Colfax Street to the east, as generally described in the _____.~~

~~b. The term "Approved Plan" shall mean the structural and non-structural flood control measures at Little Calumet together with construction of recreation hiking trails throughout the Project area with the construction of associated recreation support areas within the project ravine corridor and at the borrow site in the town of Schererville; construction of disposal facilities; preserving land designated as wetlands; and construction of fish and wildlife mitigation and enhancement measures including the non-structural flood proofing of structures located between the E., J., & E. railroad to the west and Colfax Street to the east to provide a 100-year level of protection as generally described in the Little Calumet Phase II, General Design Memorandum dated September 1986, and approved June 1990.~~

bc. The term "structural flood control features of the Project" shall mean staged construction of replacing existing berms with new levees along the north and south banks of the Little Calumet River between the Illinois and Indiana State line and Cline Avenue in the towns of Munster, Highland and Griffith and the city of Hammond; replacing one storm water pumping station and modifying pumping stations owned by the Hammond Sanitary District, the town of Highland, and the Gary Sanitary District; relocation of Indianapolis Boulevard bridge owned by the Indiana Department of Highways; construction of a water control structure on the Little Calumet River near the confluence of Hart Ditch; constructing of new levees in the city of Gary between Cline Avenue and the Consolidated Rail Corporation near the Martin Luther King, Jr. Drive at an alignment similar to that as shown in the Phase II General Design Memorandum for the Authorized Plan; modifying the channel between Illinois - Indiana State line and Indianapolis Boulevard and between Chase Street and the Consolidated Rail Corporation in the city of Gary with associated highway crossing relocations at Chase Street, Grant Street, Georgia Street, Borman Expressway (Interstate Highway 80/94); *between the E., J., & E. railroad to the west and Colfax Street to the east., construction of levees around the east, west and south sides of the Marshalltown subdivision in Gary, and nonstructural acquisition and relocation measures related to two trailers and five structures, as further described in the PAC and the structural flood control measures.*

ed. The term "non-structural flood control features of the Project" shall mean providing flood damage protection to the interior of a structure up to the design level of protection by: permanently or during emergencies sealing all points of entry of flood waters into the structures; raising the structure above its existing first floor elevation; constructing ring levees to protect structures; and/or temporary or permanent evacuation.

de. The term "total project costs" shall mean all costs incurred by the Commission and the Government directly related to construction of the Project. Such costs shall include, but not necessarily be limited to, continuing planning and engineering costs incurred after October 1, 1985; costs of applicable engineering and design; actual construction costs; supervision and

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administration costs; costs of contract dispute settlements or awards, and the value of lands, easements and rights-of-way, utility and facility alterations or relocations, and dredged material disposal areas provided for the Project by the Commission, ~~but not for the Approved Plan.~~ The term ~~but~~ shall not include any costs for betterments, operation, repair, maintenance, replacement or rehabilitation.

f. The term "total Approved Plan costs" shall mean the costs, as determined by the Government, that the Government and the Commission would have incurred had the Approved Plan been constructed. Such costs shall consist of all costs the Government and the Commission would have incurred in construction of the Approved Plan features, including but not necessarily limited to continuing planning and engineering costs incurred after October 1, 1985; *applicable* engineering and design costs; actual construction costs and the *estimated* construction costs of the non-structural flood control features for the area between the E., J., & E. railroad and Colfax Street, supervision and administration costs; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *utility and facility alterations or* relocations, and suitable borrow and dredged material disposal areas provided for the Approved Project by the Commission. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.

~~f. The term "total Approved Plan costs" shall mean the costs, as determined by the Government, that the Government and the Non-Federal Sponsor would have incurred had the Approved Plan been constructed. Such costs shall consist of all costs the Government and the Non-Federal Sponsor would have incurred in construction of the Approved Plan features, including but not necessarily limited to continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; pre-construction engineering and design costs; engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Article XVIII.A. of this Agreement; estimated construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights of way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government affords credit in accordance with Article IV of this Agreement; and costs of audit in accordance with Article X of this Agreement. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.~~

g. The term "incremental costs" shall mean the difference between total project costs and total Approved Plan costs.

DRAFT

~~h. The term "non Federal proportionate share" shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Articles II.j.1. and II.j.3. of this Agreement to total financial obligations for construction, as projected by the Government.~~

eh. The term "separable cost of recreation features" shall mean all separable costs incurred by the Commission and the Government for construction of the project recreation features (excluding betterments and operation and maintenance costs). Such recreation costs shall include, but not necessarily be limited to continuing planning and engineering costs incurred after October 1, 1985; costs of applicable engineering and design; actual construction costs; supervision and administration costs; costs of contract dispute settlements or awards; and the value of any separable lands necessary for access, parking, public health, and safety.

fi The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time of acceptance of the Project by the District Engineer.

gj. The term "District Engineer" shall mean the U.S. Army District Engineer for the Chicago District, or his designee.

hk. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public road or way.

il. The term "relocations" shall mean alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing: railroads, highways, bridges, railroad bridges and approaches thereto, buildings, commercial and gas pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by the Government to be necessary for the construction, operation and maintenance of the Project.

jm. The term "fiscal year" shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins on October 1 and ends on September 30.

kn. The term "involuntary acquisition" shall mean the acquisition of lands, easements, and rights-of-way by eminent domain.

lo. The term "functional portion of the Project" shall mean a completed portion of the Project as determined by the District Engineer to be suitable for tender to the Commission to operate and maintain in advance of completion of construction of the entire Project.

p. The term "betterment" shall mean a change in the design and construction of an element of the Project *accomplished at the request of the Commission* resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

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ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds provided by the Commission and appropriated by the Congress of the United States, shall expeditiously construct the Project (including relocations of railroad bridges and approaches thereto), applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Commission shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bid. The Commission will be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. The Government will consider the comments of the Commission, but award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

b. **The Non-Federal Sponsor may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI. of this Agreement.**

b c. When the Government determines that the Project or a functional portion of the Project is complete, the Government shall turn the completed Project or functional portion, over to the Commission, which shall accept the Project or functional portion and be solely responsible for operating, repairing, maintaining, replacing, and rehabilitating the Project or functional portion, in accordance with Article VIII thereof. The Commission shall have the right to contract with local municipalities, drainage districts ~~or~~ municipal corporations, **other governmental agencies and private entities** for the operation, maintenance, repair, replacement and rehabilitation of the project. However, such contractual agreements shall not relieve the Commission of its responsibility for the operation, maintenance, repair, replacement and rehabilitation of the project and the Commission shall remain solely responsible for assuring performance of all operation, maintenance, repair, replacement and rehabilitation as required under P.L. 99-662.

1. Prior to the Government's determination that the Project or functional portion of the Project is complete, the Government will request that the Commission participate in a joint inspection. In the event the Commission objects to the Government's proposed determination of completion, it shall within 30 days of receiving notice of such determination,

DRAFT

file with the Government, a written objection to said determination, listing, therein, the reasons for it's objection. The Government will consider and respond, in writing, to the Commission's objections prior to turning over the Project or functional portion to the Commission to operate, maintain, repair, replace and rehabilitate.

de. As further specified in Article VI herein, the Commission shall provide, during the period of construction, a cash contribution of 5 percent of the **total Approved Plan costs of structural flood control measures.**

ed. As further specified in Article III herein, the Commission shall provide all lands, easements, rights-of-way, borrow, spoil and dredged material disposal areas, and perform all relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for construction of the structural flood control features of the Project.

fe. If the value of the contributions provided under paragraphs c. and d. of this Article represents less than 25 percent of total **Approved Plan costs of the structural flood control features** the project, the Commission shall provide, during the period of construction, an additional cash contribution in the amount necessary to make its total contribution equal to 25 percent of **total Approved Plan costs of structural features** of the Project.

gf. As further specified in Article VI herein the Commission shall provide 25 percent of the total **Approved Plan cost** of the non-structural features of the Project.

hg. As further specified in Article III herein, the Commission shall provide all lands, easements, rights-of-way, together with any dredged material disposal areas, utility and facility relocations or alterations determined by the Government to be necessary for construction of the **Approved Plan non-structural flood control** features of the Project.

ih. If the value of the contributions provided under paragraphs f. and g. of this Article represents less than 25 percent of total **Approved Plan costs** of the non-structural flood control features of the project, the Commission shall pay, upon completion of construction, such additional amounts as are necessary to make the Commission's share equal to 25 percent of the total **Approved Plan cost** of the non-structural flood control measures.

j. **The Non-Federal Sponsor shall contribute 100 percent of incremental costs in accordance with the provisions of this paragraph.**

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the construction, operation, and maintenance of the Project that are not otherwise necessary for the Approved Plan, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the Project that are not otherwise necessary for the Approved Plan.

DRAFT

2. If the Government projects that the value of the Non-Federal Sponsor's contribution under paragraph j.1. of this Article and Articles X, and XI. of this Agreement will be less than 100 percent of incremental costs, the Non-Federal Sponsor shall provide an additional cash contribution in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to 100 percent of incremental costs.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs j.1. and j.2. of this Article and Articles X, and XI. of this Agreement has exceeded 100 percent of incremental costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 100 percent of incremental costs.

ki. At its sole discretion, the Government may perform relocations "in cases where it appears that the Commission's contributions will exceed the maximum non-Federal cost share set out in Article VI.f.

lj. The Government shall afford credit for integral compatible work performed by the Commission toward the Commission's project contributions in accordance with Section 104 of the Act. Such credit shall not exceed \$1,667,200. The credit shall be afforded against the Commission's cost sharing requirements for the Project, less the Commission's share of the five percent cash contribution required under Article II.d of this Agreement.

mk. As further specified in Article VI hereof, the Commission shall provide during the period of construction, a cash contribution of 50 percent of total project costs allocated to separable recreation features.

nl. As further specified in Article VI hereof, the Commission shall provide during the period of construction, a cash contribution of 25 percent of total project costs allocated to fish and wildlife enhancement.

om. No Federal funds may be used to meet the Commission's share of total Approved Plan project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the granting agency.

pn. The Commission Agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs.

qe. The Government shall install a flood monitoring and warning system. The Government and the Commission will collaborate on the formulation and operation of the monitoring and warning plan to be implemented.

rp. No less than once each year the Commission shall inform affected interests of the limitations of the protection afforded by the project.

DRAFT

sq. The Commission shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their guidance and leadership in preventing unwise future development in the floodplain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.

te. The Commission shall fulfill its obligation outlined in paragraphs p. and q. of this Article by publishing said information in a local newspaper and posting notice at local post offices or other local newspapers or posting locations.

us. The Commission shall prevent encroachment on any of the flood protection structures, including ponding areas, and if ponding areas are impaired, provide substitute storage capacity or equivalent pumping capacity promptly without cost to the Government,

ARTICLE III - LANDS, FACILITIES, AND PUBLIC LAW 91-646 RELOCATION ASSISTANCE

a. The Commission shall furnish to the Government all lands, easements and rights-of-way, including suitable borrow, spoil and dredged material disposal areas, as may be determined by the Government to be necessary for the construction, operation, and maintenance of the Project, and shall furnish to the Government evidence supporting the Commission's legal authority to grant rights-of-entry to such lands, to include any real estate interests that may be required to allow access to structures identified for non-structural flood proofing. The Government will delineate all lands, easements and rights-of-way needed for the particular functional element to be constructed prior to anticipated contract advertisement so as to afford the Commission adequate time to acquire same. **The Government in that general description shall delineate which of the required lands, easements, and rights-of-way are required for the Approved Plan and which are required for the Project but not for the Approved Plan.** The necessary lands, easements, and rights-of-way may be provided incrementally, but all lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of the construction contract.

b. The Commission shall provide or pay to the Government the cost of providing all retaining dikes, wasteweirs, bulkheads, and embankments, including all monitoring features and stilling basins, that may be required at any dredged material disposal areas necessary for construction of the Project. **The Government in that general description shall delineate which of the required lands, easements, and rights-of-way are required for the Approved Plan and which are required for the Project but not for the Approved Plan.**

c. Upon notification from the Government, the Commission shall accomplish or arrange for accomplishment at no cost to the Government all relocations (excluding railroad bridges and approaches thereto) determined by the Government to be necessary for construction

DRAFT

of the Project. **The Government in that general description shall delineate which of the required lands, easements, and rights-of-way are required for the Approved Plan and which are required for the Project but not for the Approved Plan.**

d. The Commission shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way for construction and subsequent operation and maintenance of the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

e. The Commission shall acquire fee title, or such lesser interest as is determined by the Government to be necessary to allow access and to insure public control to public recreation areas.

ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The value of the lands, easements, and rights-of-way to be included in total **Approved Plan project** costs and credited towards the Commission's share of total project costs will be determined in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the Commission as of the date the first construction contract for the Project is awarded, the credit shall be the fair market value of the interest at the time of such award. The fair market value shall be determined by an appraisal, to be obtained by the Commission, which has been prepared by a qualified appraiser who is acceptable to both the Commission and the Government. appraisal shall be reviewed and approved by the Government.

2. If the lands, easements, or rights-of-way are to be acquired by the Commission after the date of award of the first construction contract for the Project, the credit shall be the fair market value of the interest at the time such interest is acquired. The fair market value shall be determined as specified in Article IV.a.1 of this Agreement. If the Commission pays an amount in excess at the appraised fair market value, it may be entitled to a credit for the excess if the Commission has secured prior written approval from the Government of its offer to purchase such interest.

3. If the Commission acquires more lands, easements, or rights-of-way than are necessary for project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for project purposes shall be included in total project costs and credited towards the Commission's share.

4. Credit for lands, easements, and rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed or

DRAFT

which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior written Government approval.

5. Credit for lands, easements, or rights-of-way acquired by the Commission within a five-year period preceding the date this Agreement is signed, or at any time after this Agreement is signed, will also include the actual incidental costs of acquiring the interest, e.g., closing and title casts, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with the obligations under this Agreement.

6. **In addition, for the sole purpose of inclusion in total project costs, the value of lands, easements, and rights-of-way necessary for the Project but not for the Approved Plan, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, shall be the fair market value of such real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.**

b. The costs of relocations which will be included in total **Approved Plan** ~~project~~ costs and credited towards the Commission's share of total project costs shall be that portion of the actual costs as set forth below, and approved by the Government:

1. **Highways and Highway Bridges:** Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of Indiana would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

2. **Utilities and Facilities (including railroads):** Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new materials shall not be used in any alteration or relocation if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total project costs.

3. **For the sole purpose of inclusion in total project costs, the Government shall determine, after consultation with the Non-Federal Sponsor, the value of relocations necessary for the Project but not for the Approved Plan, in accordance with the provisions of this paragraph.**

ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between the Commission and the Government during the period of construction, the Commission and the Government

DRAFT

shall appoint representatives to coordinate an scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the Project. The Commission will be informed of any changes in cost estimates.

b. The representatives appointed above shall meet as necessary , but at least monthly on an established date of the month, during the term of project construction and shall make such recommendations as they deem warranted to the District Engineer.

c. The District Engineer shall consider the recommendations of the representatives in all matters relating to construction of the Project, but the District Engineer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify the recommendations. If any written recommendations of the Commission's representative are rejected or modified, the District Engineer shall communicate that fact, as well as the basis for the rejections or modification, in writing to the Commission's representative.

ARTICLE VI - METHOD OF PAYMENT

a. The Commission shall provide, during the period of construction, the cash payments required under Article II of this Agreement. Total project costs are presently estimated to be \$176,786,000. **Total incremental costs are projected to be \$ 3,995,190.** In order to meet its share, the Commission must provide a cash contribution presently estimated to be \$8,839,300. The dollar amounts set forth in this Article are based upon the Government's best estimates which will reflect projection of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon cost actually incurred and are not to be construed as the total financial responsibilities of the Government and the Commission. *The parties recognize that as of the date that this Amendment becomes effective, the Government's estimate of total project cost exceeds the limitation on expenditures contained in Section 902 of P.L. 99-662, as amended, and that this project is subject to the provisions contained in Article XX of this Agreement."*

b. The Commission shall provide its required cash contribution in accordance with the following provisions.

1. For purposes of budget planning, the Government shall notify the Commission by 30 April of each year of the estimated funds that will be required from the Commission to meet its share of total project costs for the upcoming fiscal year. .

2. No later than 80 calendar days prior to the award of the first construction contract, the Government shall notify the Commission of the Commission's share of total project costs, including its share of costs attributable to the Project incurred prior to the initiation of construction, for the first fiscal year of construction. No later than 30 calendar days thereafter, the Commission shall verify to the satisfaction of the Government that it has deposited the requisite amount in an escrow account acceptable to the Government, with interest accruing to

DRAFT

the Commission.

3. For the second and subsequent fiscal years of project construction, the Government shall, no later than 60 calendar days prior to the beginning of the fiscal year, notify the Commission of the Commission's share of total project costs for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Commission shall make the necessary funds available to the Government through the funding mechanism specified in Article VI.b.2. of this Agreement. As construction of the Project proceeds, the Government shall adjust the amounts required to be provided under this paragraph to reflect actual costs.

4. If at any time during the period of construction the Government determines that additional funds will be needed from the Commission, the Government shall so notify the Commission and the Commission, no later than 60 calendar days from receipt of such notice, shall make the necessary funds available through the funding mechanism specified in Article VI.b.2 of this Agreement. If at any time the Commission fails to make the payments required under this Article, the Government shall terminate or suspend work or otherwise proceed in accordance with its rights in Article XVII.

c. The Government will draw on the escrow account, provided by the Commission, such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Project as they are incurred, as well as costs incurred by the Government prior to the initiation of construction.

d. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall compute the total project costs and tender to the Commission a final accounting of the Commission's share of total project costs. **The final accounting shall determine total project costs, total Approved Plan costs, incremental costs, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.d. of this Agreement.** In the event the total contribution by the Commission is less than its minimum required share of total **Approved Plan and incremental** ~~project~~ costs, the Commission shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet its minimum required share of total **Approved Plan and incremental** ~~project~~ costs.

e. In the event the Commission has made cash contributions in excess of 5 percent of total **Approved Plan** costs ~~of the structural flood control~~ which result in the Commission's having provided more than its required share of the total **Approved Plan** costs ~~of the structural features of the project~~, the Government shall, not later than 90 calendar days after the final accounting is complete, subject to the availability of appropriations, return said excess to the Commission; however, the Commission shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article II.e. of this Agreement.

f. If the Commission's contribution for the non-structural portion of the Project exceeds 25 percent of the costs assigned to that portion, the Government shall, subject to the

DRAFT

availability of appropriations, refund the excess to the Commission within 90 days of the final accounting.

g. If the Commission's contribution for the recreational portion of the Project exceeds 50 percent of the costs assigned to that portion, the Government shall, subject to the availability of appropriations, refund the excess to the Commission within 90 days of the final accounting.

h. If the Commission's total contribution under this Agreement (including lands, easements, right-of-way, utility and relocations, and dredged material disposal areas provided by the Commission) exceeds 50% percent of costs assigned to the **total Approved Plan costs** ~~structural flood control features~~ of the project, the Government shall, subject to the availability of appropriations for that purpose, refund the excess to the Commission no later than 90 calendar days after the final accounting is complete.

ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION

a. After the Government has turned the completed Project, or functional portion of the Project over to the Commission, the Commission shall operate, maintain, repair, replace, and rehabilitate the completed project, or functional portion of the Project, in accordance with regulations or directions prescribed by the Government.

b. The Commission hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls, for access to the Project for the purpose of inspection, and if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Commission for any reason is failing to fulfill its obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Commission. If the Commission persists in such failure for 30 calendar days after receipt of the notice, then the Government shall have a right to enter, at reasonable times and in a reasonable manner, upon lands the Commission owns or controls, for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Commission of responsibility to meet its obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at

DRAFT

law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE IX - RELEASE OF CLAIMS

The Commission shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - HAZARDOUS SUBSTANCES

a. After execution of this Agreement and upon direction by the District Engineer, the Commission shall perform, or cause to be performed, such environmental investigations as are determined necessary by the Government or the Commission to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC 9601-9675, on lands necessary for Project construction, operation, and maintenance. All actual costs incurred by the Commission which are properly allowable and allocable to performance of any such environmental investigations shall be included in total project costs and cost shared as a construction cost in accordance with Section 103 of Public Law 99-862.

b. In the event it is discovered through an environmental investigation or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project contain any hazardous substances regulated under CERCLA, the Commission and the Government shall provide prompt notice to each other, and the Commission shall not proceed with the acquisition of such lands, easements, rights-of-way, or disposal areas until mutually agreed.

c. The Government and the Commission shall determine whether to initiate construction of the Project, or if already in construction, to continue with construction of the Project, or to terminate construction of the Project for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Project. Should the Government and the Commission determine to proceed or continue with construction after considering any liability that may arise under CERCLA, as between the Government and the Commission, the Commission shall be solely responsible for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of **either** total project costs **or** **Approved Plan costs** as defined in this Agreement. In the event the Commission fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge its responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Project or proceed with further work as provided in Article XVII.

d. The Commission and the Government shall consult with each other under the

DRAFT

Construction Phasing and Management Article of this Agreement to assure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph c. of this Article shall not relieve any party from any liability that may arise under CERCLA.

e. The Commission shall operate, maintain, repair, replace, and rehabilitate the Project in a manner so that liability will not arise under CERCLA.

ARTICLE XI - MAINTENANCE OF RECORDS

The Government and the Commission shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project costs. The Government and the Commission shall maintain such books, records, documents, and other evidence for a minimum of three years after completion of construction of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE XII - GOVERNMENT AUDIT

The Government shall conduct an audit when appropriate of the Commission's records for the Project to ascertain the allowability, reasonableness, and allocability of its costs for inclusion as credit against the non-Federal share of project costs.

ARTICLE XIII - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, the Commission agrees to comply with all applicable Federal and State laws and regulations, including section 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352, and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army" *and Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. §701b-12), requiring non-Federal preparation and implementation of flood plain management plans.*

ARTICLE XIV - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

DRAFT

ARTICLE XV - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XVI - COVENANT AGAINST CONTINGENT FEES

The Commission warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Commission for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XVII - TERMINATION OR SUSPENSION

a. If at any time the Commission fails to make the payments required under this Agreement, the Secretary of the Army shall terminate or suspend work on the Project until the Commission is no longer in arrears, unless the Secretary of the Army determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreement with any other non-Federal interests in connection with the Project. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment become delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive annual appropriations for the Project in amounts sufficient to meet project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Commission. After 60 Calendar days either party may elect without penalty to terminate this Agreement or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not effect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI. of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as the government receives sufficient appropriations or until either party elects to terminate this Agreement.

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ARTICLE XVIII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Commission:

Executive Director
Little Calumet River Basin
Development Commission
6100 Southport Road
~~8149 Kennedy Avenue~~
~~Portage Highland, Indiana 4636822~~

If to the Government:

District Engineer
U.S. Army Corps of Engineers
Chicago District
111 North Canal Street
Chicago, Illinois 60606-7206

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

ARTICLE XIX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XX - SECTION 902 PROJECT COST LIMITS

The Non-Federal Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes the maximum

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amount of total project costs for the Little Calumet River, Indiana Local Flood Control and Recreation Project. Notwithstanding any other provision of this Agreement, the Government shall not make a new Project financial obligation, make a Project expenditure, or afford credit toward total project costs for the value of any contribution provided by the Non-Federal Sponsor, if such obligation, expenditure, or credit would result in total project costs exceeding this maximum amount, unless otherwise authorized by law. On the effective date of this Agreement, this maximum amount is estimated to be \$139,000,000 as calculated in accordance with ER 1105-2-100 using October 1, 1999 price levels and allowances for projected future inflation. The Government shall adjust this maximum amount in accordance with Section 902.

~~The Commission has reviewed the provisions set forth Section 902 of P.L. 99-662, as amended, and understands that Section 902 establishes a maximum amount of total Approved plan construction costs for the project. For purposes of this Agreement, the Section 902 cost limit is \$125,300,000 as calculated on October 18, 1989. This amount shall be adjusted to allow for appropriate increases for inflation and changes in the project cost as provided in Section 902. Should this cost maximum be reached, no additional funds may be expended on the project until authority is obtained from Congress.~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date and year first above written.

THE DEPARTMENT OF THE ARMY

THE LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

BY:

BY:

Peter J. Rowan, P.E.
Lieutenant Colonel, U.S. Army
District Engineer

Emerson Delaney
~~Chairman~~ ~~person of the Board,~~
The Little Calumet River
Basin Development Commission

ATTEST:

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CERTIFICATE OF AUTHORITY

I, LOUIS M. CASALE, do hereby certify that I am the chief legal officer for the Little Calumet River Basin Development Commission, State of Indiana, that the Little Calumet River Basin Development Commission is a legally constituted public body with full authority and legal capability to perform the terms of the agreement between the Department of the Army and the Little Calumet River Basin Development Commission in connection with the Little Calumet River, Indiana Local Flood Protection and Recreation Project, Indiana and to pay damages, If necessary, in the event of its failure to perform, in accordance with Section 221 of Public Law 91-611, as amended, and that the persons who has executed this agreement on behalf of the Little Calumet River Basin Development Commission have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certification this ____ day of _____.

LOUIS M. CASALE
Attorney for
Little Calumet River Basin Development Commission

DRAFT

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipient, shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Emerson Delaney
Chairman ~~person of the Board~~
The Little Calumet River
Basin Development Commission

DATE:

**AMENDMENT NO. 2
TO
LOCAL COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FOR CONSTRUCTION OF THE
LITTLE CALUMET RIVER, INDIANA LOCAL FLOOD PROTECTION
AND RECREATION PROJECT**

THIS AMENDMENT, entered into this ____ day of _____, 199_, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and the Little Calumet River Basin Development Commission, (hereinafter referred to as the "Commission"), acting by and through its Chairperson,

WITNESSETH, THAT:

WHEREAS, the parties hereto have heretofore entered into an agreement entitled, "Agreement Between the Department of the Army and the Little Calumet River Basin Development Commission for Construction of the Little Calumet River, Indiana Local Flood Control and Recreation Project" (hereinafter the "Agreement"), dated August 16, 1990 and amended ____ 1999; and,

WHEREAS, the Commission desires inclusion of additional structural flood control structures that exceed the standard set forth in the Agreement dated August 16, 1990 and amended ____ 1999.

NOW, THEREFORE, the parties agree as follows:

That said August 16, 1990 Agreement be amended with the addition of the below listed changes and no other.

1. Amend the Agreement by adding the following two (2) whereas clauses to the end of the recitals:

WHEREAS, the Approved Plan (hereinafter the "Approved Plan") for flood control improvements on the Little Calumet River would provide a 100-year level of protection; and,

WHEREAS, the Non-Federal Sponsor prefers the construction of a plan (hereinafter the "Project", as described in Article I.b. of this Agreement) which provides a greater level of

protection than the Approved Plan and is willing to pay 100 percent of the costs of the Project which exceed the costs of the Approved Plan.

2. Amend the Agreement by replacing "Article I.a" with "Article I.b" in the first whereas clause.

3. Amend Article I by deleting paragraph "a" and replacing it with:

"a. The term "Approved Plan" shall mean the structural and non-structural flood control measures at Little Calumet together with construction of recreation hiking trails throughout the Project area with the construction of associated recreation support areas within the project ravine corridor and at the borrow site in the town of Schererville; construction of disposal facilities; preserving land designated as wetlands; and construction of fish and wildlife mitigation and enhancement measures including the non-structural flood control features, between the E., J., & E. railroad to the west and Colfax Street to the east as generally described in the Little Calumet Phase II, General Design Memorandum dated September 1986, and approved June 1990 as modified by the Post Authorization Change Report dated May 1999 and approved on 14 May 1999 (hereinafter referred to as the "PAC")."

4. Amend Article I by replacing paragraph "b" with the following:

"b. The term "Project," shall mean the Approved Plan work described in paragraph "a" of this Article, excluding therefrom the non-structural flood control, measures, between the E., J., & E. railroad to the west and Colfax Street to the east and including therein the structural flood control measures, between the E., J., & E. railroad to the west and Colfax Street to the east as described in Burr Street Levee Feature Design Memorandum dated December 1997 and approved."

5. Amend Article I by relettering the following:

paragraph "b" to "c"

paragraph "c" to "d"

paragraph "d" to "e"

6. Amend Article I by adding the following after the relettered paragraph "e:"

"f. The term "total Approved Plan costs" shall mean the costs, as determined by the Government, that the Government and the Commission would have incurred had the Approved Plan been constructed. Such costs shall consist of all costs the Government and the Commission would have incurred in construction of the Approved Plan features; including but not necessarily limited to continuing planning and engineering costs incurred after October 1, 1985; applicable engineering and design costs; actual construction costs and the estimated construction costs of the non-structural flood control features for the area between the E., J., & E. railroad and Colfax Street, supervision and administration costs; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, utility and facility alterations or relocations, and suitable borrow and dredged material disposal areas provided for the Approved Project by the Commission. The term does not include any costs for operation,

maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.

g. The term "incremental costs" shall mean the difference between total project costs and total Approved Plan costs

7. Amend Article I by relettering the following:

paragraph "e" to "h"

paragraph "f" to "i"

paragraph "g" to "j"

paragraph "h" to "k"

paragraph "i" to "l"

paragraph "k" to "m"

paragraph "l" to "n"

paragraph "n" to "o"

8. Amend Article II by adding the following after paragraph "a.":

"b. The Non-Federal Sponsor may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI. of this Agreement."

9. Amend Article II.b by relettering it to "c."

10. Amend Article II.c by relettering it to "d" and adding the phrase "total Approved Plan" directly after the words "of 5 percent of the..." and deleting the phrase "of structural flood control measures" and deleting the word "or" following the term "drainage districts" and adding the phrase "other governmental agencies and private entities" following the term "municipal corporations."

10. Amend Article II.d by relettering it to "e."

11. Amend Article II.e by relettering it to "f" and adding the phrase "total Approved Plan" behind the phrase "less than 25 percent of..." and "equal to 25 percent of..." and deleting the phrase "the structural flood control features" and "Structural features of..." from the paragraph.

12. Amend Article II.f by relettering it to "g" and inserting the phrase "Approved Plan" after the word "total".

13. Amend Article II.g by relettering it to "h" and inserting the phrase "Approved Plan" after the phrase "construction of the" and deleting the phrase "non-structural flood control" from the paragraph.

14. Amend Article II.h by relettering it to "i" and inserting the phrase "Approved Plan" after the phrase "25 percent of total" within the paragraph twice.

15. Amend Article II by adding the following paragraph directly after the relettered paragraph "i:"

"j. The Non-Federal Sponsor shall contribute 100 percent of incremental costs in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the construction, operation, and maintenance of the Project that are not otherwise necessary for the Approved Plan, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the Project that are not otherwise necessary for the Approved Plan.

2. If the Government projects that the value of the Non-Federal Sponsor's contribution under paragraph j.1. of this Article and Articles X, and XI. of this Agreement will be less than 100 percent of incremental costs, the Non-Federal Sponsor shall provide an additional cash contribution in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to 100 percent of incremental costs.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs j.1. and j.2. of this Article and Articles X, and XI. of this Agreement has exceeded 100 percent of incremental costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 100 percent of incremental costs."

16. Amend Article II.j by relettering it to "l."

17. Amend Article II.k by relettering it to "m" and replacing the term "Article II.c" with "Article II.d."

18. Amend Article II by relettering the following:

paragraph "k" to "m,"
paragraph "l" to "n,"

19. Amend Article II.m by relettering it to "o," delete the term "project" and replace it with the phrase "total Approved Plan."

20. Amend Article II by relettering the following:

paragraph "n" to "p,"
paragraph "o" to "q,"
paragraph "p" to "r,"
paragraph "q" to "s,"
paragraph "r" to "t,"
paragraph "s" to "u."

21. Amend Article III.a by inserting the following sentence after the sentence ending with "time to acquire same," "The Government in that general description shall delineate which of the required lands, easements, and rights-of-way are required for the Approved Plan and which are required for the Project."

22. Amend Article III.b by inserting the following sentence at the end of the paragraph, "The Government in that general description shall delineate which of the required lands, easements, and rights-of-way are required for the Approved Plan and which are required for the Project."

23. Amend Article III.c by inserting the following sentence at the end of the paragraph, "The Government in that general description shall delineate which of the required lands, easements, and rights-of-way are required for the Approved Plan and which are required for the Project but not for the Approved Plan."

24. Amend Article IV.a by substituting the term "Approved Plan" for "project" immediately after the phrase "included in total" and by adding the following subparagraph at the end of the paragraph:

"6. In addition, for the sole purpose of inclusion in total project costs, the value of lands, easements, and rights-of-way necessary for the Project but not for the Approved Plan, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, shall be the fair market value of such real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph."

25. Amend Article IV.b by substituting the phrase "Approved Plan" for "project" immediately after the phrase "included in total" and by adding the following subparagraph to the end of the paragraph:

“3. For the sole purpose of inclusion in total project costs, the Government shall determine, after consultation with the Non-Federal Sponsor, the value of relocations necessary for the Project but not for the Approved Plan, in accordance with the provisions of this paragraph.”

26. Amend Article VI.a by adding the following sentence directly behind the second sentence in the paragraph: “Total incremental costs are projected to be \$3,995,190.”

27. Amend Article VI.d. by adding immediately after the first sentence the following: “The final accounting shall determine total project costs, total Approved Plan costs, incremental costs, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.d. of this Agreement.” Also replace the term “project costs” with “Approved Plan and incremental costs” twice within the subparagraph.

28. Amend Article VI.e. by deleting the old paragraph and replacing it with the following: “e. In the event the Commission has made cash contributions in excess of 5 percent of total Approved Plan costs which result in the Commission's having provided more than its required share of the total Approved Plan costs of the project, the Government shall, not later than 90 calendar days after the final accounting is complete, subject to the availability of appropriations, return said excess to the Commission; however, the Commission shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article II.e. of this Agreement.”

29. Amend Article VI.h. by adding the following phrase, “total Approved Plan costs” directly behind the phrase “costs assigned to the...” and delete the phrase “structural flood control features.”

30. Amend Article X.c. by adding the word “either” between “of” and “total” in the third sentence and adding the phrase “or Approved Plan costs” directly behind the phrase “total project costs” in the same sentence.

31. Amend Article XX by deleting the phrase “total project costs” and replacing it with: “total Approved Plan costs.”

32. All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, which shall become effective the date and year first above written.

THE DEPARTMENT OF THE ARMY

THE LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

BY: _____

JOSEPH W. WESTPHAL
Assistant Secretary of the Army
(Civil Works)

BY: _____

EMERSON DELANEY
Chairperson of the Board,
The Little Calumet River
Basin Development Commission

ATTEST: _____

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the Little Calumet River Basin Development Commission, State of Indiana, that the Little Calumet River Basin Development Commission is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Little Calumet River Basin Development Commission in connection with the Little Calumet River, Indiana, Flood Control and Recreation Project, Indiana and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Little Calumet River Basin Development Commission have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 19____.

Louis Casale
Attorney for Little Calumet River Basin Development
Commission, Indiana

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Emerson Delaney
Chairperson
Little Calumet River Basin Development
Commission, Indiana

Date: _____