

Little Calumet River Basin Development Commission

6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

WILLIAM TANKE, Chairman Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman Governor's Appointment

CURTIS VOSTI, Treasurer Governor's Appointment

JOHN MROCZKOWSKI, Secretary Governor's Appointment

GEORGE CARLSON Mayor of Hammond's Appointment

ARLENE COLVIN Mayor of Gary's Appointment

STEVE DAVIS Dept. of Natural Resources Appointment

EMERSON DELANEY Governor's Appointment

ROBERT MARSZALEK Governor's Appointment

DR. MARK RESHKIN Governor's Appointment

MARIONWILLIAMS Lake County Commissioners' Appointmen

DAN GARDNER Executive Director

LOUIS CASALE Attorney

or from Jenn, 200, all?

MEETING NOTICE

THERE WILL BE A MEETING OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION AT 6:00 P.M. WEDNESDAY, JANUARY 8, 2003 AT THE COMMISSION OFFICE 6100 SOUTHPORT ROAD PORTAGE, IN

WORK STUDY SESSION - 5:00 P.M.

AGENDA

- Call to Order by Chairman William Tanke
- Pledge of Allegiance 2.
- Recognition of Visitors and Guests
- Approval of Minutes of December 11, 2002

- Chairman's Report
 - Report of Nominating Committee (Mark Reshkin, Bill Tanke, Curt Vosti)
- Executive Director's Report
 - West Reach permit application Notices out; presentation to Highland Town Council on 1/13/03
 - > Request to IDNR for a public hearing
 - Highway crediting update. Progress re: INDOT research
- Standing Committees
 - A. Land Acquisition/Management Committee Arlene Colvin, Chairperson Land Acquisition
 - Appraisals, offers, acquisitions, recommended actions
 - Issues for Discussion

Land Management

- Response to inquiry for damaged house demolition
- Issues for Discussion



B. Environmental Committee - Mark Reshkin, Chairman

- Report on offers status for Hobart Marsh mitigation
 COE letter directing mitigation at Hobart Marsh
- Update of LEL lease option
- Issues for Discussion

C. Legislative Committee - George Carlson, Chairman

- Report of meetings with State legislators in preparation for Budget session
- Issues for Discussion

D. Project Engineering Committee - Bob Huffman, Chairman

Issues for Discussion

E. Recreational Development Committee - Emerson Delaney, Chairman

• Issues for Discussion

F. Marina Development Committee - Bill Tanke, Chairman

- Report on Port Authority bid opening on 12/31/02
- Marina revenue bond consideration
 - > Conditions for approval/recommendation
 - ➤ If accepted resolution of intent
- Issues for Discussion

G. Finance Committee - Curt Vosti, Chairman

Financial status report

• Approval of claims for December 2002

Contracts review – approval

➤ NIRPC contract – review

> Renewal of Attorney, Engineering contracts

• Letters from insurance carrier – Notice of premium reduction for 2003

• Ratification of USGS agreement to pay previously approved funds (\$5,470)

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2003 Budget (6 months budget)

Issues for Discussion

H. Policy Committee - George Carlson, Chairman

By-laws change recommendation (2nd reading) - Approval

• Issues for Discussion

I. Public Relations Committee - Bob Marszalek, Chairman

COE website – suggested additions from Commission for new year

• Issues for Discussion

- 8. Other Issues/New Business
- 9. Statements to the Board from the Floor
- 10. Set date for next meeting

MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION HELD AT 6:00 P.M. WEDNESDAY, December 11, 2002 6100 SOUTHPORT ROAD PORTAGE, INDIANA

Chairman William Tanke called the meeting to order at 6:00 p.m. Eight (8) commissioners were present. Pledge of Allegiance was recited. Guests were recognized.

Development Commissioners:

William Tanke
Robert Huffman
Mark Reshkin
George Carlson
Steve Davis
Curt Vosti
Emerson Delaney
Robert Marszalek

Visitors:

Jim Flora – R.W.Armstrong Company
Kelsee Waggoner – Congressman Visclosky's Office
Imad Samara - COE
Dan McDowell – Hobart, IN
Sean Fahey - IDNR
Jomary Crary - IDNR

Staff:

Dan Gardner Sandy Mordus Lou Casale Jim Pokrajac Judy Vamos

The minutes of the November 7 and November 13 meetings were approved by a motion from Curt Vosti; motion seconded by Bob Marszalek; motion passed unanimously.

<u>Chairman's Report</u> – Chairman Bill Tanke stated that the Nominating Committee has not met yet. They will report back to the Commission at the January meeting.

• Chairman Tanke announced that he is not seeking re-appointment to the Commission. Mr. Tanke was one of the original members appointed to the Basin Commission in 1980. After serving for so many years, he has decided to give someone else a chance to contribute. He has turned in a resignation letter to his appointing authority, the Porter County Commissioners. He will continue to serve until replaced. Mr. Carlson thanked Mr. Tanke for all his hard work and important contributions he has made to the Commission over the years and he will be sorely missed.

Executive Director's Report – Executive Director Dan Gardner reported that we have been in communication with DNR to ensure the accuracy of the public notice that was mailed to the residents in the west reach. He has also sent a letter to the three communities (Hammond, Highland, and Munster) notifying them of the mailing to their residents and offering to meet with their respective Boards or Councils to keep them updated on the project status. He also mentioned in the letter that local participation/contributions will be necessary in the future due to greatly limited State funds.

- Mr. Gardner reported that he met with Mayor King regarding Burr Street Phase 2 levee. The Mayor will be setting up a follow-up meeting with Dan and State Representative Earl Harris. Dan also offered to assist the city with FEMA in remapping toward removing Gary from the floodplain.
- Commissioner Vosti questioned the cost amount of Hammond's Hohman Avenue pump station contribution. Mr. Gardner replied that it was about \$1.2 million, coupled with the Hammond built levee (Hohman to Stateline). He inquired who else has made any significant contributions. Mr. Gardner stated that the county has donated some land, as well as the Lake County Parks & Recreation Board. Lake County Parks also donated the clay from Big Maple Lake that was used for levee material. At this point, Munster and Highland has not contributed anything because property needed had not been surveyed and appraised. This is now underway in Highland. Highland residents did contribute their property at no cost when the Wicker Park Manor sub-division flooded and the levee was reconstructed. Mr. Pokrajac added that we have just recently signed an agreement with Highland for their operation and maintenance of the 81st

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Street pump station, which has saved, and will continue to save the Commission about \$50,000 a year. Mr. Gardner is in the process of documenting all local contributions.

<u>Land Acquisition/Land Management Committee</u> – In Committee Chairperson Arlene Colvin's absence, Curt Vosti gave the report. He reported that there were no increased offers or condemnations.

• Mr. Vosti reported that staff is working on getting appraisals and offers completed on the Hobart Marsh properties.

Available State funds will soon be committed pending offer acceptance.

• Mr. Vosti reported that one of the homes we have purchased for the betterment levee has had a fire, which damaged the home adjacent to this property. The vacant houses were not demolished because they are in the betterment area and the State has denied claims for this area. The adjacent homeowner has submitted an insurance claim for fire damge to his house and the attorney has forwarded it to our insurance company. Mr. Gardner has spoken with Mayor King about their assistance in demolishing the remaining vacant houses.

<u>Environmental Committee</u> – Committee Chairman Mark Reshkin reported that the status on the Hobart Marsh area has already been discussed.

· Regarding the project mitigation land lease with have with LEL, the attorney is working with LEL counsel on

developing a position paper for future agreements with LEL.

• Dr. Reshkin referred to an article in the Chesterton Times relative to a public meeting being held to request public input regarding TMDLs. Much of this sediment was discharges from former landfills or leftover wastes from former companies. A lot of this is found in the area of the Gary Sanitary District. It will be discussed if there is any assistance we can give them.

Legislative Committee — Committee Chairman George Carlson gave the legislative report. He reported that he, along with Mr. Gardner, Mr. Casale and Arlene Colvin, met with State Representative Earl Harris to talk about our budget request and what assistance he can give us to insure continued funding. He stated that even though the Governor proposes the budget, it is the legislators that have final word. We really need to rely on Rep. Harris to carry the ball for us. He speculated on how we have come under scrutiny about the length of time the project is taking when, in fact, we've only averaged \$1 million a year in funding for a \$180 million project. Rep. Harris stated he will certainly try to get the \$2.5 million restored to the Commission as well as some additional monies. Mr. Gardner added that he has had brief contact with Rep. Dan Stevenson, Rep. John Aguilera and Senator Earline Rogers. He added that we need to meet with Rep. Chet Dobis, Rep. Linda Lawson. Securing State funds is essential to our existence to complete this needed flood control project.

<u>Project Engineering Committee</u> – Committee Chairman Bob Huffman gave the engineering report. He reported that inspections of levee segments for Stage II Phase 4, Stage II Phase 3B, and Stage IV Phase 1 South are scheduled for December 18. With the COE turning over these segments to the Commission, O&M becomes a critical issue. The new committee will be meeting shortly.

• Mr. Huffman reported that there are still some outstanding issues with the COE resolving concerns expressed by

Gary Sanitary District.

• There is still an issue of improving the drainage in the Tri-State/Indianapolis Blvd. area in Highland. LCRBDC sent INDOT the mapping and property identifications for this area. Jim Pokrajac pointed out that the LCRBDC is only facilitating this and are not responsible. It is not known, at this time, whether the town of Highland and North Township are able to participate in the funding of an upgrade to the pump station.

• A meeting was held with the COE to discuss the Landscaping Phase 2 design. The A/E (St. Paul Army Corps) scope of work includes all the remaining area of the east reach construction currently not landscaped, and we anticipate a mid-

summer 2003 preliminary review.

<u>Recreation Committee</u> – Committee Chairman Emerson Delaney stated that no recreation construction is going on at this time. Everything is done that had to be done.

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Marina Committee—Committee—Committee Chairman Bill Tanke reported that several meetings have been held recently with the city of Portage. We do have a commitment from Bank One to finance the revenue bond. We have also received a proposal from Horizon Bank. The city is reluctant to back the bond because the Mayor says there are only about 30 Portage residents that are renting out slips in the Portage Public Marina. He proposed that the city take over the marina and incur the cost for the remaining slips build-out if we would transfer it to them, with no reimbursement to us. The Commission has invested over \$1 million in the marina, with the understanding that we would be paid back over a period of time once the marina could sustain itself. We will meet again with the Mayor and try to convince him to sign on. If the Mayor agrees, a special Board meeting may be needed. The city is presently advertising for bids, with bid opening on December 31.

Commissioner Vosti asked what the cost is to the Commission. It was explained that there is no actual out-of-pocket expense to us. When the payment for the existing revenue bond is due (it is due twice a year), we ask the city for the payment and they cut a check for the amount. The Commission, in turn, makes the payment to the bank. The city signed on with us for payment of the bond for the existing slips. It is this second phase of slip construction that the city does not want to endorse. The marina has a waiting list so filling the slip rentals should not pose a problem. The concern is that the longer it takes to pay off the bonding, the longer the Commission will wait for its payback of monies. The attorney is drafting a marina bonding resolution.

• Emerson Delaney made a motion to make payment to South Shore Marina for the breakwater handrail removal; motion seconded by Bob Huffman; motion passed unanimously. This will be paid out of LEL funds.

Finance Committee - Committee Chairman Curt Vosti gave the financial report. He stated that the Finance Committee met on December 9. He proposed the approval on several items. They are: (1)approval for a 6 month proposed budget for 2003 utilizing only existing available dollars (this will be amended once it is known what future funding will be); (2) approval of 2003 NIRPC services contract that includes about a 5% increase in personnel, space and support services; (3) approval of renewal of contracts for independent contractors Jim Pokrajac, Judy Vamos and Lorraine Kray with a 3% increase and a change of the existing 14 day notice termination provision to be changed to a 30 day notice termination provision; (4) approval of compensation adjustment for Dan Gardner in the amount of \$5,500 and Sandy Mordus in the amount of \$4,000. He stated that the contracts for Attorney Lou Casale and engineering consultant Jim Flora will remain at the same 2002 rate but will be approved at the January meeting with a change of the existing 14 day notice termination provision to be changed to a 30 day notice termination provision and the contracts will continue to be in force until then; (5) approval/ratification to transfer \$20,011 of earned interest money to Gary Parks & Recreation Dept. for the final payment for appraised easements we obtained from them (final payment is \$236,431.40 - \$20,000 was borrowed by us that was used for a COE escrow payment for Burr Street on 7/6/01 and \$11 was a check printing fee). Mr. Vosti proceeded to make a motion approving all items; motion seconded by George Carlson. Commissioner Mark Reshkin asked how NIRPC arrived at the 5% increase and what it entails. Mr. Gardner explained where the increases were at and that normally we do incur an increase each year from NIRPC. Dr. Reshkin felt that 5% was above the cost of living increase and wanted further explanation of the increase. Mr. Vosti amended the motion by withdrawing the approval of the NIRPC contract until further explanation is given at the next meeting. Motion passed with 1 no vote expressed by Steve Davis.

- Mr. Vosti then made a motion approving the payment of \$5,470 to USGS for the Hart Ditch gage station; motion seconded by Bob Huffman; motion passed unanimously. Monies will come out of LEL funds. Commissioner Reshkin inquired why IDEM was not paying for this since this gage station is necessary for TMDL's. Mr. Gardner replied that they have refused to pay for it. Future discussions toward next year's payment and IDEM's involvement will take place.
- Mr. Vosti continued to make a motion approving the financial claim sheet and the claims for November; motic seconded by Bob Marszalek; motion passed unanimously.

<u>Policy Committee</u>— Committee Chairman George Carlson informed the Board members that the Sunshine, prohibits secret ballots so the bylaws need to be amended. The changing of the bylaws requires 2 meetings so a approval to change the wording will be done at the January meeting. The section in the bylaws under PROCEDUF

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OF NOMINATING COMMITTEE currently reads "The policy of this Commission shall be that the Presiding Officer, or Chairperson, shall not appoint the Nominating Committee. Instead, a Nominating Committee is to be chosen by the full Commission at its November meeting by secret ballot." Mr. Carlson proposed the bylaws be corrected to read "The policy of this Commission shall be that the Presiding Officer, or Chairperson, shall not appoint the Nominating committee. Instead, a Nominating committee is to be chosen by the full Commission at its November meeting by secret ballot. Mr. Carlson made a motion to approve the first reading; motion seconded by Curt Vosti; motion passed unanimously.

<u>Public Relations Committee</u> – Committee Chairman Bob Marszalek informed the members that the park equipment for the Charles Agnew Handicapped Park arrived today at the River Forest Elementary School. It will be put up within the next few days and he will take some pictures to show the Commission members.

Other Issues - Mr. Gardner clarified that the 2003 Operating Budget just adopted is for a 6 month period only, utilizing only existing available dollars.

• Mr. Gardner referred to a request we received from NAFSMA for \$500 annual membership dues. At this point in time, the invoice will not be paid due to financial cutbacks.

• Chairman Tanke asked Sean Fahey, IDNR, if he could see what he could do down state in regards to demolishing the structures on properties the Commission has acquired for the Burr Street Betterment levee due to the fact that they are a safety and public nuisance hazard. He asked if Mr. Fahey could report back at the January meeting.

• Imad Samara stated that he has updated the COE web site. They have a site for the Little Calumet River project and have added some aerials to it. The project map is also there. He asked us to look it over and make comments.

• Jomany Crary from IDNR stated that no petition for a public hearing has been formally received – only phone calls.

<u>Statements from the Floor</u> - There were none.

Being that the next first Thursday falls on the day after New Year's Day, the next scheduled meeting will be at 6:00 p.m. Wednesday, January 8, 2002.

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LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION FINANCIAL STATEMENT JANUARY 1, 2002 - NOVEMBER 30, 2002

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CASH POSITION - JANUARY 1, 2002 CHECKING ACCOUNT	
LAND ACQUISITION	14,521.85
GENERAL FUND	171,753,88
TAX FUND	0.00
INVESTMENTS	1,530,399.10
ESCROW ACCOUNT INTEREST	100.57
<i>;</i>	1,716,775.40
RECEIPTS - JANUARY 1, 2002 - NOVEMBER 30, 2002	·
LEASE RENTS	46,100,00
INTEREST INCOME(FROM CHECKING & FIRST NATL)	19,245.92
LAND ACQUISITION	653,487.80
ESCROW ACCOUNT INTEREST	873,60
MISC, INCOME KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	283,531.96 1,717.66
PROCEEDS FROM VOIDED CHECKS	1,500.00
TOTAL RECEIPTS	1,006,456.94
DISBURSEMENTS - JANUARY 1, 2002 - NOVEMBER 30, 2002	
ADMINISTRATIVE 2001 EXPENSES PAID IN 2002	94,996.71
PER DIEM	8,150.00
LEGAL SERVICES	8,554.13
NIRPC	120,925.57
TRAVEL & MILEAGE	3,983.34
PRINTING & ADVERTISING	625,99 6 070 75
BONDS & INSURANCE TELEPHONE EXPENSE	6,070.75 5,529.32
MEETING EXPENSE	3,788,46
LAND ACQUISITION	
LEGAL SERVICES	67,937.67
APPRAISAL SERVICES	102,825.00
ENGINEERING SERVICES	60,473.08 48,585.43
LAND PURCHASE CONTRACTUAL FACILITIES/PROJECT MAINTENANCE SERVICES	48,585.43 8,555.00
OPERATIONS SERVICES	0,00
LAND MANGEMENT SERVICES	189,351.84
SURVEYING SERVICES	11,787.50
MISCELANEOUS EXPENSES	0.00
ECONOMIC/MARKETING SOURCES PROPERTY & STRUCTURE COSTS	380.00 34,600.82
MOVING ALLOCATION	0.00
TAXES	6,876.11
PROPERTY & STRUCTURES INSURANCE	329.00
UTILITY RELOCATION SERVICES	68,899.45
LAND CAPITAL IMPROVEMENT	0.00
STRUCTURAL CAPITAL IMPROVEMENTS	345,00 53,05
BANK CHARGES MERCANTILE LCRBDC MONEY MARKET PAYBACK	26,178.50
PASS THROUGH FOR SAVINGS	275,636.40
TOTAL DISBURSEMENTS	1,060,441.41
CASH POSITION - NOVEMBER 30, 2002	
CHECKING ACCOUNT LAND ACQUISITION	88,246.84
GENERAL FUND	43,170.82
TAX FUND	0.00
INVESTMENTS	10060000
FIRST NATIONAL BANK 700,000.00	4/26/2003
(BASE CAPITAL INVESTMENT) FIRST NATIONAL BANK 258,000.00	4/26/2003
(MISC INTEREST/RENTAL INVESTMENT	412012003
	•
BANK ONE SAVINGS ACCOUNT	342,602,16
(LEL MONEY) 180,763.80	
(MARINA SAND MONEY) 133,721.49	
(cauding of the later of the la	•
+ (STATE DRAW MONIES) 2,829.51	
(GARY PARKS & REC MONIES)	
CAUTING INTERPRET	
SAVINGS INTEREST 25,287.36 TOTAL INVESTMENTS	1,300,602.16
ESCROW ACCOUNT INTEREST AVAILABLE	974.17
· ·	1,432,993.99



LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION MONTHLY BUDGET REPORT, DECEMBER 2002

6 MONTH UNALLOCATED 2002 ALLOCATED BUDGETED BUDGET **JANUARY FEBRUARY** MARCH APRIL **TOTAL** BALANCE MAY JUNE **5801 PER DIEM EXPENSES** 16,000.00 400.00 0.00 0.00 0.00 0.00 3,750.00 4,150.00 11,850.00 **5811 LEGAL EXPENSES** 8,500.00 1,102.33 670.33 1,522.33 337.33 1,318.33 1,295.83 2,253.52 6,246.48 **5812 NIRPC SERVICES** 9,877.00 125,000.00 9,166.68 9,953.97 11,083.65 10,038.82 10,175.62 60,295.74 64,704.26 5821 TRAVEL/MILEAGE 14,000.00 153.20 0.00 0.00 205.56 15.96 355.88 730.60 13,269.40 5822 PRINTING/ADVERTISING 5,000.00 0.00 56.67 465.62 0.00 0.00 0.00 522.29 4,477.71 5823 BONDS/INSURANCE 7,500.00 0.00 77.00 0.00 5,993.75 0.00 1,429.25 0.00 6,070.75 5824 TELEPHONE EXPENSES 7,000.00 356.03 391.21 554.13 365.78 159.44 304.23 2,130,82 4.869.18 **5825 MEETING EXPENSES** 8,000.00 98.57 0.00 0.00 59.08 832.29 15.26 1,005.20 6,994.80 **5838 LEGAL SERVICES** 125,000.00 7,875.89 6,320.57 6,146,94 8,282.77 5,205.87 4,287.43 38,119.47 86,880.53 5840 PROFESSIONAL SERVICES 500,000.00 24,865.61 39,996.25 31,588.45 28,835.44 35,610.73 46,326.16 207,222.64 292,777.36 5860 PROJECT LAND PURCHASE EXP. 3,170,188.00 2,275.00 0.00 4,800.00 5,133.74 14,071.35 0.00 26,280,09 3,143,907.91 5881 PROPERTY/STRUCTURE INS. . 28,000.00 0.00 0.00 24,210.50 0.00 1,968.00 .0.0026,178.50 1,821.50 5882 UTILITY RELOCATION EXP. 200,000.00 0.00 0.00 0.00 62,507.00 0.00 760.54 136,732.46 63,267.54 5883 PROJECT LAND CAP. IMPROV. 247,000.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 247,000.00 5884 STRUCTURES CAP. IMPROV. 25,000.00 345.00 0.00 0.00 162.75 0.00 0.00 507.75 24,492,25 4,486,188.00 46,638.31 57,389.03 55,031.44 147,177.35 68,403.76 68,087.98 442,727.87 4,043,460.13

								12 MONTH	UNALLOCATED
	2002							ALLOCATED	BUDGETED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	BALANCE
5801 PER DIEM EXPENSES	16,000.00	100.00	0.00	600.00	0.00	0.00	4,650.00	9,500.00	6,500.00
5811 LEGAL EXPENSES	8,500.00	697.33	526.33	283.33	364.33	283.33	0.00	8,401.13	98.87
5812 NIRPC SERVICES	125,000.00	9,887.63	10,157.58	10,570.11	10,394.84	9,860.24	23,167.79	134,333.93	-9,333.93
5821 TRAVEL/MILEAGE	14,000.00	131.04	616.52	2,143.42	31.36	36.96	612.68	4,302.58	9,697.42
5822 PRINTING/ADVERTISING	5,000.00	69.51	17.07	0.00	0.00	0.00	0.00	608.87	4,391.13
5823 BONDS/INSURANCE	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00	0.00	616.31	0.00	661.99	435.34	331.84	4,176.30	2,823.70
5825 MEETING EXPENSES	8,000.00	27.25	976.16	74.06	84.25	128.54	0.00	2,295.46	5,704.54
5838 LEGAL SERVICES	125,000.00	3,841.60	6,029.30	5,733.80	6,928.50	6,726.68	5,449.16	72,828.51	52,171.49
5840 PROFESSIONAL SERVICES	500,000.00	32,430.19	33,716.95	65,506.75	39,845.96	39,917.01	30,499.38	449,138.88	50,861.12
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00	11,186.20	0.00	0.00	1,854.76	2,150.00	190.06	41,661.11	3,128,526.89
5881 PROPERTY/STRUCTURE INS.	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	26,178.50	1,821.50
5882 UTILITY RELOCATION EXP.	200,000.00	2,233.70	0.00	0.00	0.00	0.00	0.00	65,501.24	134,498.76
5883 PROJECT LAND CAP. IMPROV.	247,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	247,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	507.75	24,492.25
	4,486,188.00	60,604.45	52,656.22	84,911.47	60,165.99	59,538.10	64,900.91	825,505.01	3,660,682.99

ACCT.	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5801	BILL TANKE	850.00	PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
5801	MARION WILLIAMS	50.00	PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
801	MARK RESHKIN	650.00	PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
801	BOB MARSZALEK	400.00	PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
801	EMERSON DELANEY	350.00	PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
801	ARLENE COLVIN	300,00	PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
801	GEORGE CARLSON	650.00	PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
801	JOHN MROCZKOWSKI		PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
801	CURT VOSTI		PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
801	BOB HUFFMAN		PERDIEM JULY 1 THROUGH DECEMBER 31, 2002
812	NIRPC	13,667.79	SERVICES PERFORMED NOVEMBER 2002
812	DAN GARDNER	•	COMPENSATION ADJUSTMENT FOR 2002
812	SANDY MORDUS	*	COMPENSATION ADJUSTMENT FOR 2002
821	JIM POKRAJAC		TOLLS & PARKING FOR COE MEETING IN CHICAGO 12/10/02
821	SANDY MORDUS		MILEAGE 12/5/02-12/11/02
821	BILL TANKE		MILEAGE 7/9/02-12/18/02
821	BOB HUFFMAN		MILEAGE 7/9/02-12/11/02
821	GEORGE CARLSON		MILEAGE 9/4/02-12/9/02
821	ARLENE COLVIN		MILEAGE 9/5/02-12/11/02
821	EMERSON DELANEY		MILEAGE 7/9/02-12/11/02
821	BOB MARSZALEK		MILEAGE 7/9/02-12/11/02
821	MARK RESHKIN		MILEAGE 7/9/02-12/17/02
821	MARION WILLIAMS		MILEAGE 8/1/02
824	VERIZON	117.24	BILLING PERIOD 12/16/02-11/16/02 (TOTAL BILL 231.64
			KRBC PORTION 114,22)
824	AT&T		FOR PERIOD ENDED 12/12/02 (TOTAL BILL 228.18 KRBC 13.58)
838	LOUIS CASALE	•	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 12/29/0
841	JANET O'TOOLE & ASSOCIATES	•	APPRAISAL FOR M-1
841	JANET O'TOOLE & ASSOCIATES	•	APPRAISAL FOR DC-216A, B, & E
842	R. W. ARMSTRONG		PROFESSIONAL SERVICES FOR PERIOD ENDED 12/13/02
5843	INDIANA TITLE NETWORK		TITLE WORK PERFORMED FOR DC-1011B
5843	TICOR TITLE NETOWRK COMPANY		TITLE WORK PERFORMED FOR DC-439
5843	TICOR TITLE NETOWRK COMPANY		TITLE WORK PERFORMED FOR DC-512
5843	TICOR TITLE NETOWRK COMPANY		TITLE WORK PERFORMED FOR DC-703
5843	TICOR TITLE NETOWRK COMPANY		TITLE WORK PERFORMED FOR DC-1010D
5843	TICOR TITLE NETOWRK COMPANY		TITLE WORK PERFORMED FOR DC-1010E
5843	TICOR TITLE NETOWRK COMPANY		TITLE WORK PERFORMED FOR DC-1010F
5843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558(1 OF 10)
5843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558(2 OF 10)
5843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558(3 OF 10)
5843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558(4 OF 10)
5843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558(5 OF 10)
843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558 (6 OF 10)
843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558(7 OF 10)
5843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558 (8 OF 10)
5843	MERIDIAN TITLE CORPORATION		TITLE WORK PERFORMED FOR DC-551-558 (9 OF 10)
5843 5843	MERIDIAN TITLE CORPORATION CHICAGO TITLE INSURANCE COMPANY		TITLE WORK PERFORMED FOR DC-551-558 (10 OF 10) TITLE WORK PERFORMED FOR DC-1018
843 843	CHICAGO TITLE INSURANCE COMPANY CHICAGO TITLE INSURANCE COMPANY		TITLE WORK PERFORMED FOR DC-1047
5843 5843			TITLE WORK PERFORMED FOR M-9(HOVANEC) TITLE WORK PERFORMED FOR M-9(PRICE)
5843 5843	CHICAGO TITLE INSURANCE COMPANY CHICAGO TITLE INSURANCE COMPANY		TITLE WORK PERFORMED FOR M-9(PRICE) TITLE WORK PERFORMED FOR M-12
5843 5843	LAKE COUNTY RECORDER		RECORD WARRANTY DEED FOR DC-715
5844	JAMES E. POKRAJAC		ENGINEERING SERVICES 12/1/02-12/15/02
844 844		•	ENGINEERING SERVICES 12/16/02-12/31/02 ENGINEERING SERVICES 12/16/02-12/31/02
5844 5844	JAMES E, POKRAJAC JAMES E, POKRAJAC	•	DECEMBER MILEAGE
644 6844	JUDITH VAMOS		LAND ACQUISITION SERVICES 12/1/02-12/15/02
5844	JUDITH VAMOS JUDITH VAMOS	•	
			LAND ACQUISITION SERVICES 12/16/02-12/31/02
5844 5844	JUDITH VAMOS		DECEMBER MILEAGE
5844 =044	G. LORRAINE KRAY		CREDITING TECHNICIAN/LAND ACQUISITION ASST 12/1/02-12/15/02
5844	G. LORRAINE KRAY		CREDITING TECHNICIAN SERVICES 42/4/02 42/4/5/22
5844	SANDY MORDUS		CREDITING TECHNICIAN SERVICES 12/1/02-12/15/02
5844	SANDY MORDUS		CREDITING TECHNICIAN SERVICES 12/16/02-12/31/02
861	IDNR		PERMIT APPLICATION FEE FOR IDNR CONSTRUCTION IN FLOODWA
5861	STAR SHOPPING NEWS		NOTICE FOR DC-742
5861	STAR SHOPPING NEWS		NOTICE FOR DC-754
	TATA1	64 000 04	



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Water Resources Division 5957 Lakeside Boulevard Indianapolis, Indiana 46278-1996 (317) 290-3333

December 20, 2002

Ms. Sandy Mordus Little Calumet River Basin Commission 6100 Southport Road Portage, IN. 46368

Dear Ms. Mordus:

Enclosed are three copies of the Joint Funding Agreement for operation and maintenance of the streamflow gaging station located on Hart Ditch at Munster for federal fiscal year 2003 (October 1, 2002 to September 30, 2003). Please sign all originals; return one signed original to this office by January 13, 2003, and retain the other originals for your records.

Work performed with funds from this agreement will be conducted on a fixed-price basis. You will receive one billing for the total agreement at the end of the Federal fiscal year (September 2003). The results of all work under this agreement will be available for publication by the US Geological Survey.

If you have any questions concerning this agreement, please call the District Budget Analyst, Susan Ellis, at (317) 290-3333, extension 146. Should you have any technical questions please contact Scott Morlock, Acting Hydrologic Data Section Chief, at (317) 290-3333, extension 181. We appreciate your support in this program and look forward to continuing our successful relationship during future Federal Fiscal Years.

Sincerely,

James A. Stewart District Chief

Paul Th. Busyles / for JAS

Enclosures

Form 9-1366 (Nov. 1998)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

IN03018 IN042 IN00100

TIN #:35-1517363

THIS AGREEMENT is entered into as of the 20th day of **December**, 2002 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **LITTLE CALUMET RIVER BASIN COMMISSION**, party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program to operate a streamflow gaging station on Hart Ditch at Munster, hereinafter called the program.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.

(a) \$0.00

by the party of the first part during the period

October 1, 2002

to September 30, 2003

(b) \$5,470.00*

by the party of the second part during the period

October 1, 2002

to September 30, 2003

*\$5,470.00 unmatched

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

,,	contain a statement of the cooperative relations between	the parties.
9-4		. Payments of bills are due within interest will be charged at the current Treasury rate for each delayed beyond the due date. (31 USC 3717; Comptroller Little Calumet River Basin Commission
	U.S. GEOLOGICAL SURVEY UNITED STATES DEPARTMENT OF THE INTERIOR	Ву
	DMAIL 10 Inc	Ву
E	(SIGNATURE (2) TITLE)	Bv

James A. Stewart, District Chief

2003 OPERATING BUDGET

Budge	•		2003 6 month
Code	Category	2002 Budget	Budget
ı	ADMINISTRATIVE BUDGET		
5801	Per diem expenses	\$16,000.00	\$8,000.00
811	Legal Services	\$8,500.00	\$4,250.00
812	NIRPC Services	\$125,000.00	\$62,500.00
	a) Basic staff support		
	b) Mileage/expenses		
	c) Room rental		
	d) Postage		
	e) Copying machine		
	f) Printing/graphics labor		
	g) Office supplies		
	h) Other		
821	Travel and Mileage	\$14,000.00	\$5,000.00 (-28%)
822	Printing and Advertising	\$5,000.00	\$2,500.00
823	Bonds and Insurance	\$7,500.00	\$3,750.00
824	Telephone Costs	\$7,000.00	\$3,500.00
325	Meeting Expenses	\$8,000.00	\$3,000.00 (-25%)
	SUB TOTAL	\$191,000.00	\$92,500.00 (-3.14%)

LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET

5840	Professional/Consultant Services	\$500,000.00	\$175,000.00
5841	Appraisal Services		
5842	Engineering/design services		
5843	Land Purchase contractural services		
5844	Land management services		
5845	Facilities/project maintenance services		
5846	Operational services		
5847	Surveying services		
5848	Economic/marketing sources		
5849	Legal Services	$\overline{}$	
5860	Project Land Purchase Contracts	\$3,170,188.00	
5861	Property & Structures costs	1	
5862	Moving/relocation costs		
5863	Real Estate Taxes owed account	\	•
	(pass through account)	`	> \$838,121.00
5881	Property/Structure Insurance	\$25,000.00	
5882	Utility Relocation Costs	\$200,000.00	
5883	Land Capital Improvements	\$250,000.00	
5884	Structures Capital Improvements	\$25,000.00	
5892	Project Cost Share Payments/Escrow Account	(\$350,000.00)	
		•	

 SUB TOTAL	\$4,295,188.00	\$1,013,121.00	
TOTAL BUDGET	\$4,486,188.00	\$1,105,621.00	

Note:

*Budget to be ammended:

- 1.) When \$2.5 million is restored and allocated from 2001 session
- 2.) When 2003 session completes budget and funding is sought for allocation

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The policy of this Commission shall be that the Presiding Officer, or Chairperson, is a non-voting ex-officio member of all committees. Furthermore, salary per diems for committee meetings shall be allowed only for voting members of committees.

PROCEDURE OF NOMINATING COMMITTEE

The policy of this Commission shall be that the Preciding Officer, or Chairperson, shall not appoint the Nominating Committee. Instead, A Nominating Committee is to be chosen by the full Commission at its November meeting, by secret ballet. Each commissioner can vote for three candidates (not more than one vote for any candidate) with the top three vote getters (plurality, not majority) from all Commissioner votes becoming the Nominating Committee. The Nominating Committee is to meet and, considering the reaffirmed Goals of Officer and Committee Rotation Policy, report to the full Commission at the January meeting a slate of candidates, with additional nominations available from the floor.

MEETINGS

Regular meetings shall be held once a month at 6100 Southport Road in Portage, Indiana, or at any other such location as designated by the Commission. The meeting date is fixed at the previous meeting and normally will be on the first Thursday of each month at 6:00 p.m. A Work Study Session may precede the regular meeting at 5:00 p.m. The public may attend both these meetings.

The order of business (agenda) generally will be as follows:

- Call to order by Chairman
- Pledge of Allegiance
- Recognition of Visitors and Guests
- Approval of Minutes
- Chairman's Report
- Executive Director's Report
- Pending Business
- Standing Committees
- Other Issues
- Statements to the Board from the floor
- Set date for next meeting

The order of business may be suspended by a majority of the members present.

<u>TRAVEL</u>

It is understood that final approval of all claims related to travel are subject to approval of the full Commission, as are all claims, per the 1980 State enabling Act as amended, authorizing and empowering this Commission.

Definitions

- 1. Area Business automobile travel, no overnight stay.
- 2. Indianapolis Business for pertinent State legislative, executive or regulatory business; overnight stay not required but may be allowed.
- 3. Annual Conferences as authorized by a majority vote of the Commission at a public meeting.
- 4. Emergency Travel overnight travel, as needed, to be used only in situations where other authorization scenarios cannot apply for reasons of time.
- 5. Special Travel travel not covered by other categories, as determined by a majority vote of the Commission at a public meeting.

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FACT SHEET

September 2000

PROJECT: Little Calumet River, Indiana

AUTHORIZATION: Water Resources Development Act of 1986

TYPE: Flood Control and Recreation - Construction

PROJECT DESCRIPTION: The project includes constructing 22 miles of levees and floodwalls, installing a control structure at Hart Ditch, building almost 17 miles of hiking trails and preserving over 750 acres of wetland. The project also involves relocating seven miles of river channel to allow better water flow, modifying highway bridges to permit unobstructed flow of water and installing a flood warning system.

The project will protect more than 9,500 homes and businesses in Gary, Griffith, Hammond, Highland and Munster, preventing nearly \$11 million in average annual flood damage. Construction began in 1990 and is expected to be completed in 2008.

CURRENT STATUS: The project is currently in the construction phase. Approximately 45 percent of the total project is complete. The project is divided into two sections. The east reach, which is mainly in Gary, Ind., extends from Cline Avenue to I-65. The west reach covers the area from the Illinois/Indiana state line to Cline Avenue. The federal flood control construction of the project is divided into eight geographical stages, totaling over 27 construction contracts. To date, 16 of the contracts have been completed, including four contracts for demolition of structures, ten levee contracts, a recreation contract on the East Reach and one landscaping contract. Contracts currently in place provide for continuing construction of the north levees form Cline to Burr and south levee from the E J & E rail Road to Colfax. Those contracts will include installation of a new stormwater drainage system north of the NS Railroad, levee work south of the NS Railroad. Other contracts to rehabilitate existing pump stations in Hammond, Munster and Highland.

PLANNED WORK:

FY 01:

- * Complete construction of Stage IV-1 North contract between Cline and Burr Street and the Burr Street betterment levee between E J & E RR and Colfax. In addition complete construction of Pump Station 1B contract.
- * Continue construction on the north levees from Cline to Burr and Pump Station Rehabilitation Contract 1A and North 5th Pump stations.
- * Continue design, construction management and project management.

PROJECT COST:

Total Project Cost \$189,000,000 Federal Cost 138,198,000 Non-Federal Cost 50,802,000

BENEFITS: Average annual benefits: \$18,607,000; BCR: 1.4

LOCAL SPONSOR: Little Calumet River Basin Development Commission

PROJECT MANAGER: Imad Samara

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For your information, we have enclosed copies of the contracts requiring action at the January meeting.

2004 CONTRACTS REQUIRING COMMISSION ACTION/APPROVAL

- 1. James E. Pokrajac, Agent, Land Management/Engineering (existing 2003 contract enclosed). A recommendation will be made by the Finance Committee chairman at the meeting.
- 2. Judith A. Vamos, Land Acquisition Agent (existing 2003 contract enclosed). A recommendation will be made by the Finance Committee chairman at the meeting.
- 3. Lorraine Kray, Crediting Technician (existing 2003 contract enclosed). A recommendation will be made by the Finance Committee chairman at the meeting.
- 4. Sandy Mordus, Crediting Technician (existing 2003 contract enclosed). A recommendation will be made by the Finance Committee chairman at the meeting.
- 5. Louis Casale, contract for legal services (proposed 2004 contract enclosed)
- 6. R. W. Armstrong contract for engineering review services (proposed 2004 contract enclosed)

The contract for administrative services with NIRPC for 2004 is included in the Agenda packet.

2003 not

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

THIS	AGREEN	MENT is	made	and	entered	into	this	84h	day	of
Janyar	-4	, 2003 by	and be	tween	The Littl	le Calu	met R	iver Basin	Developm	ent
Commission	("Commi	ssion"),	and Ja	mes	E. Pok	rajac,	an i	ndividual	residing	at
Commission 236 N.	Elain	AUPHU	e, 6	rift	<i>5</i> 74	IN.	463	19 (the	"Independ	ent
Contractor").	<i>'</i>	,			· -				-	

Preliminary Statements

Commission has a need to engage an independent contractor to provide services (as hereinafter defined).

Independent Contractor is in the business of performing the services sought by Commission (as hereinafter defined) and Independent Contractor desires to perform such services for Commission.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth in this Agreement, Commission and Independent Contractor agree as follows:

1. Agreement to Provide Services.

- (a) On the terms and conditions set forth in this Agreement, Independent Contractor shall provide to Commission, and Commission shall accept and pay for, Services. For purposes of this Agreement, the term "Services" is defined as outlined in the work scope attached hereto and marked Exhibit "A", and such other duties and responsibilities assigned by Commission which are related to the above.
- (b) During the term of this Agreement, Independent Contractor shall devote such time and diligent effort to the Services as may be required to fully discharge Independent Contractor's responsibilities in a competent and professional manner and in a manner which is satisfactory to Commission.
- 2. <u>Term.</u> The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon thirty (30) calendar days' written notice to the other party, or until January 31, 2004 whichever is sooner.

3. <u>Remuneration.</u>

- (a) As full remuneration for all Services performed by Independent Contractor, Commission shall pay Independent Contractor \$ 52.25 per hour.
- (b) Independent Contractor shall not be entitled to, and Commission shall not pay, any advances or draws with respect to any remuneration earned, or to be earned, pursuant to this Section 3.
- (c) Independent Contractor shall submit a time sheet showing work performed, time devoted thereto and date.
- 4. <u>Expenses.</u> Independent Contractor shall be solely responsible for all expenses incurred in connection with the Services provided under this Agreement except the following which will be provided by the Commission:
- (a) Mileage for job related use by Independent Contractor of his own vehicle at the then prevailing rate allowed by the State of Indiana.
- (b) Travel expenses incurred on business travel for the Commission at the rates allowed by the State of Indiana, provided authorization of such travel is received in advance from Executive Director.

5. Right of Control.

- (a) The Independent Contractor will be assigned work tasks by the Commission or Executive Director; however, Independent Contractor shall retain and exercise full control over the order, sequence, details, manner, and means by which Independent Contractor achieves the results provided for under this Agreement. Commission shall have no right to control or direct the order, sequence, details, manner; or means by which Independent Contractor achieves the results provided for under this Agreement.
- (b) Independent Contractor shall have the sole right to supervise, manage, direct, procure, perform, or cause to be performed all services to be performed under this Agreement by Independent Contractor.
- 6. <u>Confidential Information.</u> Independent Contractor recognizes that he or she may be given access to the names, addresses, and other identifying and requirements information concerning the Commission and certain other valuable proprietary information, which is developed, compiled, and utilized by Commission in its business and which may be designated as

confidential or secret, or is of a confidential nature which is required to be maintained as such for the continued success of its business ("Confidential Information"). During the term of this Agreement and until such time as such Confidential Information shall have properly become public, Independent Contractor shall take all reasonable steps to ensure that no item of Confidential Information is disclosed to any third party or used for Independent Contractor's benefit or for the benefit of any third party, except as is consistent with this Agreement.

- 7. Outside Business Activities. Independent Contractor retains the right to engage in any outside activities, engagements or business, whether or not for remuneration. Such right includes the right to contract for the same or similar services with other individuals and other businesses, and the right to advertise or otherwise represent himself or herself as providing similar services to the general public.
- 8. <u>Instructions, Training, and Reports.</u> Commission shall not provide any instructions or training to Independent Contractor.
- 9. <u>Business Cards, Letterhead, Etc.</u> Independent Contractor shall maintain his or her own business cards, stationery, and letterhead, identifying Independent Contractor's affiliation with his or her own business.
- 10. Benefits. The sole and only benefit to be received by Independent Contractor from Commission hereunder shall be the remuneration provided under Section 3 of this Agreement, and Independent Contractor shall specifically not be entitled to participate in any medical, life, disability, pension, retirement, deferred compensation or other employee benefit plan of Commission, whether or not the same is made generally available to employees or other personnel of Commission during the term of this Agreement. Commission shall not carry workers compensation insurance with respect to Independent Contractor. The Independent Contractor shall obtain his own worker's compensation coverage and provide the Commission with proof of insurance.
- 11. <u>No Conflicting Agreements</u>. Independent Contractor represents and warrants to Commission that no verbal or written agreements exist which would prevent Independent Contractor from entering into this Agreement or rendering the Services required pursuant to this Agreement.

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12. <u>Independent Contractor</u>.

- (a) Notwithstanding any other provision of this Agreement to the contrary, this agreement does not constitute a hiring by either party nor does it constitute a contract of employment. Commission and Independent Contractor intend that Independent Contractor shall serve as an independent contractor and not as an employee of Commission.
- (b) No acts or assistance given to Independent Contractor by Commission shall be construed to alter the independent contractor relationship, and nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, or principal and agent.
- (c) Independent Contractor is not authorized to assume or undertake any obligation of any kind, express or implied, on behalf of Commission; nor is Independent Contractor authorized on behalf of Commission to make any promise, warranty or representation with respect to Commission or its services.
- Contractor shall be paid without reduction by Commission for any local, state or federal income, employment or withholding taxes, it being the intention and agreement of the parties that Independent Contractor shall be responsible for the payment of all taxes (including, but not limited to, income, self-employment, employment, and withholding taxes), fines, penalties, and assessments imposed or related to Independent Contractor's business activities. Independent Contractor shall be solely responsible for compliance with all state, local and federal laws, orders, codes and ordinances applicable to the performance of Independent Contractor's obligations under this Agreement.
- 14. <u>Termination</u>. This Agreement shall continue through the date provided in <u>Section</u> 2 or until terminated on an earlier date, with or without cause, by either party upon giving the other party written or oral notice thereof.

15. Remedies.

- (a) Commission and Independent Contractor shall each be liable to the other for any damages, including consequential and incidental damages, caused by any breach of this Agreement.
- (b) In any action successfully brought by either party against the other to enforce its rights under this Agreement, the prevailing party shall also be entitled to recover from the other party its reasonable attorneys' fees and other costs associated with any such proceeding.

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- 16. <u>Cooperation and Identification</u>. In the event Commission or Independent Contractor, or both, are involved in a dispute or litigation involving third parties arising from the provision of Services under this Agreement, Commission and Independent Contractor shall cooperate fully with respect to such dispute.
- 17. Reasonableness and Severability. Commission and Independent Contractor stipulate and agree that each and every paragraph, sentence, term and provision of this Agreement shall be considered independent, reasonable, and severable and that in the event a court finds any paragraph, sentence, term, or provision to be unreasonable, invalid, or unenforceable, the reasonableness, validity, enforceability, operation or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Agreement shall be construed in all respects as if the unreasonable, invalid, or unenforceable matter had been omitted.
- 18. <u>Non-Waiver</u>. The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.
- 19. <u>Succession</u>. This Agreement shall inure to the benefit of and may be enforced by Commission, its successors and assigns, and shall be binding upon Independent Contractor, his executors, administrators, legatees and other successors in interest.
- 20. Notices. All notices required to be given under the terms of this Agreement or which either of the parties may desire to give hereunder shall be in writing, except as otherwise provided, and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other persons or addresses as either party shall furnish to the other in writing.
- 21. Governing Law and Choice of Forum. In the event of any dispute hereunder, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement. The parties expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Indiana.
- 22. <u>Modification</u>. This Agreement may not be modified or altered except by written instrument duly executed by Commission and Independent Contractor.

23. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior agreements, whether written or oral, and the terms and provisions of any such prior agreement shall be deemed to have been merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

By:

itle: Exec

JAMES E. POKRAJAČ

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Exhibit A

WORK SCOPE: DUTIES AND RESPONSIBILITIES

- 1. Report to and be responsible to the Commission and Executive Director in the conduct of work responsibilities
- 2. Duties will include but not be limited to:
 - A. Participate in maintaining current files of all Development Commission properties, maps, acquisition transactions, project credit files, lease records, payments and contracts.
 - B. Participate in coordinating all property acquisition/management activities and contracts by the Development Commission.
 - C. Participate in generating data for use by contract personnel employed by the Commission surveyors, engineers, appraisers, title companies, and attorney. Monitor work done by contract personnel. Report to the Executive Director, Land Acquisition/Management Committee Chairman, Recreation Chairman, and Engineering Committee Chairman.
 - D. Participate in monitoring financial record keeping relative to lease and operational activities.
 - E. Monitor all leasing and operational agreements regarding Commission properties and facilities. Monitor compliance of all lease, operational, engineering, utility relocation and construction related matters.
 - F. Participate on development, maintenance, and improvements of Commission lands.
 - G. Work with public entities in development projects, operational aspects of recreation facilities on Commission lands.
 - H. Participate in preparation of agenda/backup materials for and attend monthly Commission, Recreation, Land Management, and Engineering committee meetings, special meetings, and committee meetings as requested.
 - I. Participate in such other duties, assignments or responsibilities as are given the contractor by the Executive Director or the Commission.

- J. Overall responsibilities to the project include participation in the engineering review of COE plans and specs.
- K. Participation in ongoing Operation & Maintenance concerns and implementation.
- L. Participation in organizing emergency response plans with all the communities to assure closures in the line of flood protection and have safety plans in place.
- M. Participation in coordination of all utility relocations and being liaison to the COE and their designing A/E to gather information to complete plans & specs.
- N. Represent the Commission in doing the final inspections to assure contract compliance and assemble a punch list.
- O. Coordination and facilitation of project and design for future construction segments with golf courses, hospitals, municipalities, and future developers.
- P. Preparation of legal descriptions and plats for real estate acquisition and easement agreements.

2003 truck

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

Preliminary Statements

Commission has a need to engage an independent contractor to provide services (as hereinafter defined).

Independent Contractor is in the business of performing the services sought by Commission (as hereinafter defined) and Independent Contractor desires to perform such services for Commission.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth in this Agreement, Commission and Independent Contractor agree as follows:

1. Agreement to Provide Services.

- (a) On the terms and conditions set forth in this Agreement, Independent Contractor shall provide to Commission, and Commission shall accept and pay for, Services. For purposes of this Agreement, the term "Services" is defined as outlined in the work scope attached hereto and marked Exhibit "A", and such other duties and responsibilities assigned by Commission which are related to the above.
- (b) During the term of this Agreement, Independent Contractor shall devote such time and diligent effort to the Services as may be required to fully discharge Independent Contractor's responsibilities in a competent and professional manner and in a manner which is satisfactory to Commission.
- 2. <u>Term.</u> The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon thirty (30) calendar days' written notice to the other party, or until January 31, 2004 whichever is sooner.

3. Remuneration.

- (a) As full remuneration for all Services performed by Independent Contractor, Commission shall pay Independent Contractor \$ 37.60 per hour.
- (b) Independent Contractor shall not be entitled to, and Commission shall not pay, any advances or draws with respect to any remuneration earned, or to be earned, pursuant to this Section 3.
- (c) Independent Contractor shall submit a time sheet showing work performed, time devoted thereto and date.
- 4. <u>Expenses.</u> Independent Contractor shall be solely responsible for all expenses incurred in connection with the Services provided under this Agreement except the following which will be provided by the Commission:
- (a) Mileage for job related use by Independent Contractor of his own vehicle at the then prevailing rate allowed by the State of Indiana.
- (b) Travel expenses incurred on business travel for the Commission at the rates allowed by the State of Indiana, provided authorization of such travel is received in advance from Executive Director.

5. Right of Control.

- (a) The Independent Contractor will be assigned work tasks by the Commission or Executive Director; however, Independent Contractor shall retain and exercise full control over the order, sequence, details, manner, and means by which Independent Contractor achieves the results provided for under this Agreement. Commission shall have no right to control or direct the order, sequence, details, manner; or means by which Independent Contractor achieves the results provided for under this Agreement.
- (b) Independent Contractor shall have the sole right to supervise, manage, direct, procure, perform, or cause to be performed all services to be performed under this Agreement by Independent Contractor.
- 6. <u>Confidential Information.</u> Independent Contractor recognizes that he or she may be given access to the names, addresses, and other identifying and requirements information concerning the Commission and certain other valuable proprietary information, which is developed, compiled, and utilized by Commission in its business and which may be designated as

confidential or secret, or is of a confidential nature which is required to be maintained as such for the continued success of its business ("Confidential Information"). During the term of this Agreement and until such time as such Confidential Information shall have properly become public, Independent Contractor shall take all reasonable steps to ensure that no item of Confidential Information is disclosed to any third party or used for Independent Contractor's benefit or for the benefit of any third party, except as is consistent with this Agreement.

- 7. <u>Outside Business Activities.</u> Independent Contractor retains the right to engage in any outside activities, engagements or business, whether or not for remuneration. Such right includes the right to contract for the same or similar services with other individuals and other businesses, and the right to advertise or otherwise represent himself or herself as providing similar services to the general public.
- 8. <u>Instructions, Training, and Reports.</u> Commission shall not provide any instructions or training to Independent Contractor.
- 9. <u>Business Cards, Letterhead, Etc.</u> Independent Contractor shall maintain his or her own business cards, stationery, and letterhead, identifying Independent Contractor's affiliation with his or her own business.
- 10. <u>Benefits.</u> The sole and only benefit to be received by Independent Contractor from Commission hereunder shall be the remuneration provided under <u>Section 3</u> of this Agreement, and Independent Contractor shall specifically not be entitled to participate in any medical, life, disability, pension, retirement, deferred compensation or other employee benefit plan of Commission, whether or not the same is made generally available to employees or other personnel of Commission during the term of this Agreement. Commission shall not carry workers compensation insurance with respect to Independent Contractor. The Independent Contractor shall obtain her own worker's compensation coverage and provide the Commission with proof of insurance.
- 11. <u>No Conflicting Agreements</u>. Independent Contractor represents and warrants to Commission that no verbal or written agreements exist which would prevent Independent Contractor from entering into this Agreement or rendering the Services required pursuant to this Agreement.

12. <u>Independent Contractor.</u>

(a) Notwithstanding any other provision of this Agreement to the contrary, this

agreement does not constitute a hiring by either party nor does it constitute a contract of employment. Commission and Independent Contractor intend that Independent Contractor shall serve as an independent contractor and not as an employee of Commission.

- (b) No acts or assistance given to Independent Contractor by Commission shall be construed to alter the independent contractor relationship, and nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, or principal and agent.
- (c) Independent Contractor is not authorized to assume or undertake any obligation of any kind, express or implied, on behalf of Commission; nor is Independent Contractor authorized on behalf of Commission to make any promise, warranty or representation with respect to Commission or its services.
- Contractor shall be paid without reduction by Commission for any local, state or federal income, employment or withholding taxes, it being the intention and agreement of the parties that Independent Contractor shall be responsible for the payment of all taxes (including, but not limited to, income, self-employment, employment, and withholding taxes), fines, penalties, and assessments imposed or related to Independent Contractor's business activities. Independent Contractor shall be solely responsible for compliance with all state, local and federal laws, orders, codes and ordinances applicable to the performance of Independent Contractor's obligations under this Agreement.
- 14. <u>Termination</u>. This Agreement shall continue through the date provided in <u>Section</u> 2 or until terminated on an earlier date, with or without cause, by either party upon giving the other party written or oral notice thereof.

15. Remedies.

- (a) Commission and Independent Contractor shall each be liable to the other for any damages, including consequential and incidental damages, caused by any breach of this Agreement.
- (b) In any action successfully brought by either party against the other to enforce its rights under this Agreement, the prevailing party shall also be entitled to recover from the other party its reasonable attorneys' fees and other costs associated with any such proceeding.

- 16. <u>Cooperation and Identification</u>. In the event Commission or Independent Contractor, or both, are involved in a dispute or litigation involving third parties arising from the provision of Services under this Agreement, Commission and Independent Contractor shall cooperate fully with respect to such dispute.
- 17. Reasonableness and Severability. Commission and Independent Contractor stipulate and agree that each and every paragraph, sentence, term and provision of this Agreement shall be considered independent, reasonable, and severable and that in the event a court finds any paragraph, sentence, term, or provision to be unreasonable, invalid, or unenforceable, the reasonableness, validity, enforceability, operation or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Agreement shall be construed in all respects as if the unreasonable, invalid, or unenforceable matter had been omitted.
- 18. <u>Non-Waiver</u>. The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.
- 19. <u>Succession</u>. This Agreement shall inure to the benefit of and may be enforced by Commission, its successors and assigns, and shall be binding upon Independent Contractor, his executors, administrators, legatees and other successors in interest.
- 20. Notices. All notices required to be given under the terms of this Agreement or which either of the parties may desire to give hereunder shall be in writing, except as otherwise provided, and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other persons or addresses as either party shall furnish to the other in writing.
- 21. Governing Law and Choice of Forum. In the event of any dispute hereunder, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement. The parties expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Indiana.
- 22. <u>Modification</u>. This Agreement may not be modified or altered except by written instrument duly executed by Commission and Independent Contractor.

23. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior agreements, whether written or oral, and the terms and provisions of any such prior agreement shall be deemed to have been merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

By:

Title:

JUDITH A. VAMOS

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

JOB DESCRIPTION

LAND ACQUISITION AGENT

The Little Calumet River Basin Development Commission shall engage the contractor as <u>Land Acquisition Agent</u> and the contractor shall perform the services as authorized and determined by the Commission, its duly authorized employees, contracts, or representatives.

The duties of the position of Land Acquisition Agent shall include but not be limited to following:

- 1. Perform any/all procedures necessary for the acquisition of real property for the Little Calumet River Flood Project.
- 2. Contract appraisers and assist in generating data from and for additional technical support contractors (engineers, surveyors, title companies, legal work, etc.) and public agencies (Lake County Auditor's Office, Lake County Surveyor's Office, Lake County Recorder's Office, etc.).
- 3. Coordinate and work with the project engineering, business, and legal on land acquisition/management activities and other operational activities as needed.
- 4. Prepare land acquisition analysis, in-house documents, and informational reports for and attend monthly Development Commission Meetings and Army Corps of Engineers monthly Real Estate Meetings.
- 5. Participate in preparation and documentation of crediting financial records.
- 6. Report to the Executive Director and the Commission and Land Acquisition Committee Chairman.
- 7. Perform such other duties, assignments, or responsibilities as are given to the contractor by the Commission or Executive Director.

AGREEMENT FOR TECHNICAL SERVICES BETWEEN LITTLE CALUMET RIVER BASIN

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION AND

Georgette Lorraine Kray 3821 West 79th Place Merrillville, Indiana 46410

For hourly contract services described as Crediting Technician and Land Acquisition Assistant.

A. TERMS AND CONDITIONS OF CONTRACT:

- 1. Contract shall be for a period not to exceed twelve (12) months effective from the date of signature of both parties or their legal representatives.
- Contract shall be reviewed on an as-need basis and can be renewed or revised upon review and consent of both contracting parties. Compensation will be reviewed at that time.
- 3. The contract can be terminated upon written notice of thirty (30) days by either contracting party.

B. COMPENSATION FOR SERVICES:

- The fixed rate compensation will constitute the total of compensation to the contractor for his services.
- The contractor shall be considered self-employed for the purpose of this contract, and as such, the contractor shall be responsible for the payment of all applicable State and Federal taxes associated with this employment status.
- 4. The contractor shall submit invoices and claims on a bi-monthly basis for services rendered. The invoices shall record the number of hours that the contractor has worked in that period. The Development Commission will review and process the claims and submit vouchers for State payment on a weekly basis. The contractor shall be paid upon receipt of the State payment.
- 5. The contractor shall receive mileage reimbursement at the rate of \$.28/mile for work-related travel as approved by the Commission Executive Director. The point of departure and return for valid mileage reimbursement shall be from the Commission office. Mileage claims shall be submitted on a monthly basis and are subject to rules and regulations of the State Board of Accounts.

In	witness	whereof,	the	parties	have	executed	this	agreement	on	this	8xx	day	of
_	<u>Janua</u>	ry	_	.2003 ر								_	
		,											

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMPASSION

By: Dan Garaner

Executive Director

ecutive Director

GEORGETTE LORRAINE KRAY

Contractor

AGREEMENT FOR TECHNICAL SERVICES BETWEEN

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

AND

SANDRA J. MORDUS 9348 Wildwood Drive Highland, Indiana 46322 219/924-9496

For hourly contract services described as crediting technician.

A. TERMS AND CONDITIONS OF CONTRACT:

- 1. Contract shall be for a period not to exceed twelve (12) months effective from the date of signature of both parties or their legal representatives.
- Contract shall be reviewed on an as-need basis and can be renewed or revised upon review and consent of both contracting parties. Compensation will be reviewed at that time.
- 3. Contract can be terminated upon written notice of thirty (30) days by either contracting party.

B. COMPENSATION FOR SERVICES:

- 1. The Development Commission will compensate the contractor for services rendered on a fixed hourly rate basis at the rate of 24.50 /hour.
- 2. The fixed rate compensation will constitute the total of compensation to the contractor for his services.
- 3. The contractor shall be considered self-employed for the purpose of this contract, and as such, the contractor shall be responsible for the payment of all applicable State and Federal taxes associated with this employment status.
- 4. The contractor shall submit invoices and claims on a weekly basis for services rendered. The invoices shall record the number of hours that the contractor has worked for that weekly period. These hours will be verified by the Time Clock. Work done under this contract shall not be done during regular business hours. The Development Commission will review and process the claims and submit vouchers for State payment on a weekly basis. The contractor shall be paid upon receipt of the State payment.

In witness whereof, the parties have executed this agreement on this Pth day of January, 2003.

LITTLE CALUMET RIVER BASIN

DEVELOPMENT COMMISSION

2

Dan Gardner

Executive Director

SANDRA J. MORDUS

Sarbra & Mordus

AGREEMENT

Come now the Parties hereto, the LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION, hereinafter referred to as the "Commission," and LOUIS M. CASALE of CASALE, WOODWARD & BULS, LLP, hereinafter referred to as "Attorney," and agree as follows:

- 1. Commission retains Attorney to attend its regular meetings and render legal opinions and advice concerning organizational structures, public meeting procedures and such other legal matters that may arise during said regular meetings for and in consideration of a Retainer fee of Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00) per annum, payable in twelve (12) monthly installments. Services to be provided for the Retainer Fee are as follows:
 - a. Attend all regular Commission meetings, including adjourned and special meetings. It is assumed that there are generally Twelve (12) regular meetings per year, and, on occasions, there may be One (1) or Two (2) adjourned or special meetings.
 - b. Provide advice about organizational structures and public meeting procedures.
 - Provide advice about existing policies and practices that may be indicated by judicial and administrative decisions.
 - d. Revise or review resolutions and basic administrative contracts pertaining to the organization and operation of the Commission.
- 2. Attorney shall provide such Special Services as required by the Commission, to be billed at the Attorney's current hourly rate for governmental agencies, which is presently One Hundred Dollars (\$100.00) per hour, plus out-of-pocket expenses incurred by Attorney, but only after receiving authorization to proceed from the Commission, its Chairman or the Executive Director of the Commission. Special Services shall include, but not be limited to, the following items:
 - a. Representation in connection with any litigation affecting the Commission.
 - b. Representation in connection with changes in boundaries or formation, operation and dissolution of ancillary organizations.
 - c. Consultation, preparation of documents, and representation in connection with any real or personal property transaction.
 - d. Attendance at any meetings in excess of the meetings provided under the basic retainer services.

5.

- Preparations of opinions, reports, memoranda, contracts, leases, e, resolutions, legislation, and similar documents that require research or
- f. Representation in any Bond Issue Proceedings.

Time records will be kept for all Special Services performed, and expenses incurred, and detailed monthly bills will be submitted.

- The Attorney may, with the authorization of the Commission or its Chairman, retain Co-Counsel or Local Counsel when, in the Attorney's opinion, such action is warranted in specific cases and on such terms as deemed acceptable by the Commission or its Chairman.
- This Agreement shall be subject to review and renewal by the Commission annually at its first meeting of the year. In the event the Commission does not review and renew the Agreement at its first annual meeting, it shall continue from month to month unless renewed
- This Agreement may be terminated by either party upon thirty (30) days notice. Dated this ______ day of _________, 20_____. ATTORNEY LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION Louis M. Casale By: CASALE WOODWARD & BULS, LLP Title: Commission Chairperson 9223 Broadway, Suite A Merrillville, IN 46410 (219) 736-2163 ATTEST: By: Title: Commission Secretary

ENGINEERING SERVICES AGREEMENT

WITNESSETH:

WHEREAS, the COMMISSION desires to retain the ENGINEER to provide to said COMMISSION advisory and monitoring services as requested on an as needed basis by said COMMISSION; and,

WHEREAS, the ENGINEER has agreed to provide such professional services for the compensation provided herein;

NOW, THEREFORE, the COMMISSION and ENGINEER, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

ARTICLE 1

SCOPE OF SERVICES AND COMPENSATION

- (A) ENGINEER, as an Independent Contractor and Professional Consultant in its relationship with the COMMISSION, shall perform such engineering, advisory, construction monitoring and other services as requested of it by the COMMISSION or it's executive director, said services to be required from time to time at the COMMISSION'S discretion.
- (B) The COMMISSION shall compensate the ENGINEER for its services rendered in accordance with the hourly billing rates attached hereto and marked Exhibit "A" during the term of this Agreement.

ARTICLE II PAYMENTS TO ENGINEER

- (A) Payments on account of ENGINEER'S services shall be made on a monthly basis pursuant to billings made by the ENGINEER on properly executed Indiana State Board of Accounts approved claim forms, said forms shall be furnished by the COMMISSION to the ENGINEER upon request, for all work satisfactorily completed by the ENGINEER on behalf of the COMMISSION.
- (B) The COMMISSION reserves the right to correct any error that may be discovered in any invoice that may have been paid to ENGINEER and to adjust the same to meet the requirements of this Agreement.
- (C) Following approval of invoices, the COMMISSION will endeavor to pay ENGINEER promptly; however, under no circumstances shall ENGINEER be entitled to receive interest on amounts due.

ARTICLE III

(A) In connection with the work outlined in this Agreement it is agreed and fully understood by ENGINEER that COMMISSION may cancel or indefinitely suspend further work hereunder or terminate this Agreement upon seven (7) days written notice to the ENGINEER with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease. ENGINEER shall invoice the COMMISSION for all work performed at COMMISSION'S direction and shall be compensated in ac cordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, maps, cross sections and other data, design and work related to the services provided under this Agreement shall become the property of the COMMISSION upon termination of this

Agreement and shall be promptly delivered to the COMNISSION in a reasonably organized form without restriction on further use. ENGINEER may deliver copies in lieu of original documents. Should the COMMISSION subsequently contract with a new ENGINEER for continuation of services, ENGINEER shall cooperate in providing information and shall be released and saved harmless by the COMMISSION from any acts of neg ligence on the part of others in use of said data. (B) Nothing contained herein shall require the COMMISSION to pay for any work which is unsatisfactory as determined by it or which is not submitted in compliance with the terms of this Agreement. The COMMISSION shall not be required to make any payments to the ENGINEER when the ENGINEER is in default under this Agreement, nor shall anything in this Agreement constitute a waiver of any right, in law or in equity which the COMMISSION may have if the ENGINEER is in default, including the right to bring legal action for damages with costs and attorney's fees to the COMMISSION.

ARTICLE IV OWNERSHIP OF DOCUMENTS

All ENGINEER'S design and work product under this Agreement including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies and other documents, completed or partially completed shall be the property of the COMMISSION to be used as the COMMISSION desires, without restriction; and ENGINEER specifically waives and releases any proprietary rights or ownership claims therein. ENGINEER is hereby relieved of liability in any way connected with any future use of said documents by the COMMISSION, and COMMISSION hereby agrees that any use of any unsealed or partially completed documents shall be at its sole risk and hereby agrees to

release ENGINEER from any liability associated with COMMISSION'S use or ownership of said documents.

RESPONSIBILITY FOR WORK: INDEMNIFICATION AND INSURANCE

- (A) Approval by the COMMISSION shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors agents and consultants for the accuracy and competency of ENGINEER'S work pursuant to this Agreement; nor shall such approval be deemed to be an assumption of such responsibility by the COMMISSION for any defect, error or emission in said work. In this regard, ENGINEER shall indemnify the COMMISSION for damages resulting from such defects, errors or omissions. (B) ENGINEER shall indemnify, hold harmless and defend the COMMISSION, its officers, agents and employees from any loss, damage, liability or expense, including reasonable attorneys fees, on account of damage to property and injuries including death, to all persons including employees of ENGINEER or any associate consultant, which may arise from any errors, omissions or negligent acts on the part of the ENGINEER, its employees, agents, consultants or sub contractors, in performance of this Agreement, or any
- (C) ENGINEER, at ENGINEER'S sole cost, shall purchase and maintain the following minimum insurance coverage during the term of this Agreement:

breach of any obligation under this Agreement.

- (1) Worker's Compensation coverage as required by law.
- (2) Comprehensive General Liability Insurance covering, but not limited to, the liability for injury or death of COMMISSION'S employees and third Parties, extended to included personal injury coverage, and for damage to COMMISSION'S existing property and property of third parties,

with the minimum limits for each injury of \$300,000.00 and each occurrence of \$1,000,000.00.

(3) Where ENGINEER intends to use motor vehicle at the job site, Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with the minimum limits of \$300,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and property damage.

ARTICLE VI

ASSIGNMENT

The Parties each hereby bind themselves, their successors, assignees and legal representatives to each other with respect to the terms of this Agreement.

Engineer shall not assign, sublet or transfer any interest in this Agreement without prior written authorization of the Commission, except as specifically provided herein.

ARTICLE VII

COMPLIANCE WITH LAWS, ORDINANCES, ETC.

(A) The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State Laws and Ordinances, as amended, and with all applicable rules and regulations promulgated by all local, State and National boards, bureaus and agencies. ENGINEER shall further obtain all permits and licenses required in the preparation of the work contracted for or requested pursuant to this Agreement.

ARTICLE VIII

ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICE

(A) This Agreement shall be enforceable in bake County, Indiana if legal action is necessary by either Party with respect to the enforcement of any or all of the terms or conditions herein.

(B) All notices and correspondence to the COMMISSION by the ENGINEER shall be mailed or delivered as follows:

THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENTION: DAN GARDNER 8149 KENNEDY AVENUE HIGHLAND, INDIANA 46322

(C) All notices and correspondence from the COMMISSION to the ENGINEER shall be mailed and delivered to the ENGINEER as follows:

R.W. ARMSTRONG ATTENTION: JAMES J. FLORA, JR. VICE-PRESIDENT 8300 BROADWAY MERRILLVILLE, INDIANA 46410

ARTICLE IX

TERM

Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by the COMMISSION, the term of the Agreement shall be from the date hereof for a period of one (1) year thereafter.

ARTICLE X

FINANCIAL INTEREST PROHIBITED: CONFIDENTIALITY

- (A) ENGINEER covenants and represents that ENGINEER, its officers, employees, agents, consultants and sub-contractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommend or required for the construction of the Project.
- (B) ENGINEER understands that no officer or employee of the COMMISSION shall have any financial interest, direct or indirect, in any contract with the COMMISSION, or be financially interested, directly or indirectly, in the sale to the COMMISSION of any land,

materials, supplies or services, except on behalf of the COMMISSION as an officer or employee. Any violation of this prohibition, with the express knowledge of the person or corporation contracting with the COMMISSION shall render the Agreement involved voidable.

(C) ENGINEER'S reports, evaluations, design, drawings, data and all other documentation and work developed by ENGINEER hereunder shall not be disclosed to any third parties without the prior approval of the COMMISSION.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement on this ______ day of ________, 1991, at Highland, Lake County, Indiana.

R.W. ARMSTRONG AND ASSOCIATES,

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

By: Axlene D. Colv. Title: OAARMAN

ATTEST:

ATTEST:

Pitle: VICE PRESIDENT

By: Clyde Baughard Title: Treasurer

Prepared by:

LOUIS M. CASALE 8300 Nississippi St. Merrillville, IN 46410 (219) 769-1566

EXHIBIT "A"



HOURLY BILLING RATES

<u>CLASSIFICATION</u> HO	UHLY HAIE
Principal	\$100,00
Director	95.00
Project Manager *	.75.00
Engineer/Architect	60,00
Engineering Technician	50.00
CADD Technician	45,00
Draftsman	40,00
Director of Planning	82.00
Planning Project Manager	60.00
Planner	50.00
Dianting Appletant	
Planning Assistant Director of Field Services	95.00
Dilector of Lield Services	53.00
Inspector I	40,00
Inspector II	55.00
Surveyor I	48,00
Surveyor II	•
Fleidman	~ 32,00

Mileage Air Travel/Company Aircraft Other Direct Costs \$0,30/mile \$80.00/hour at cost plus 15%

Rates Effective through December, 1991

* Note: For billing purposes the designated project manager (James J. Flora, Jr., Ph.D., P.E.) will be billed as Principal. This is his standard billing classification.

AMENDMENT \$1 TO ENGINEERING SERVICES AGREEMENT

THIS AMENDMENT, made this 7th day of January . 1993, by and between the Little Calumet River Basin Development Commission, hereinafter referred to as the "Commission" and the consulting firm of R. W. Armstrong & Associates, Inc., hereinafter referred to as "Engineer", is being executed by Commission and Engineer in order to modify a certain Agreement between them entered into on the 5th day of September, 1991.

WITNESSETH:

That for and in consideration of the mutual promises and agreements recited hereinafter, Commission and Engineer agree to modify the subject agreement as follows:

Delete present Exhibit "A" and substitute new Exhibit "A1".

Said deletion and substitution shall be effective January 23, 1993.

WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement on the day and year first written above and such Amendment is hereby effected.

R. W. ARMSTRONG AND ASSOCIATES, INC.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

By: James J. Slava J. Vice Fresident

over Thomas Carloon

amendment #2 was never done



HOURLY BILLING PATES

CLASSIFICATION	HOURLY RATE
Principal	\$105.00
Director	, 100.00
Project Manager	82.00
Engineer/Architect	65.00
Assistant Engineer	60.00
CADD Manager	
CADD Technician	
Draftsman	
Planning Project Manager	
Planner	
Grant Administrator	48.00
Grant Administrator	
Planning Assistant	
Inspector I	
Inspector II	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Surveyor I,	65,00
Surveyor I	50.00
Fieldman	32.00

Mileage Other Direct Costs \$0.30/mile at cost plus 15%

Rates Effective through December, 1993

EXHIBIT "A1"



GLASSIFICATION HOURLY RATE

	•		
Principal/Officers		.,,	\$135.00-
Senior Project Manager/Senior Consu	Kent	45	110,00
Project Manager/Consultant			94.00
Senior Engineer/Architect/Planner			78.00
Construction Engineer			78.00
Engineer/Architect/Planner			75.00
Design Manager	,,; <i>,,,</i> ,,,,,,		. 75.00
Designer		1416	68.00
Technical Specialist			
CADD Manager/Production Manager			58.00
CADD Technician :			, , ,60,00
Grant Administrator			, , 65.00
Chief Inspector			
Inspector I / Senior Inspector			68.00
Inspector II / Inspector			
Surveyor ,			
Fieldman			
Assistant			
Courier			37.00

Mileage Other Direct Costs at current IRS rate at cost + 15%

Retes Effective through December, 1985

ATTACHMENT 1

of hy that

A2 -

AMENDMENT #3 TO ENGINEERING AGREEMENT

THIS AMENDMENT, made this _	6th	day of	DECEMBER	<u>د</u> , 2001, b	y and
between the Little Calumet River B	asin Devel	opment Co	mmission, herei	nafter referred	to as
the "Commission" and the consu	ilting firm	of R. W	V. Armstrong &	& Associates,	Inc.,
hereinafter referred to as "Engineer"	" is heing	executed h	v "Commission	" and "Engine	er" in
order to modify a certain Agreemen	t hetween	them enter	ed into on the 5 ^t	th day of Septe	mber,
1991, and Amendment entered into	Townson	7 1002 or	d November 10	1999	,
1991, and Amendment entered into	on January	1, 1993 al	Id 140 veilloer 10	, 1000.	

WITNESSETH:

That for and in consideration of the mutual promises and agreements recited hereinafter, "Commission" and "Engineer" agree to modify the subject agreement as follows:

Delete present Exhibit "A2" and substitute new Exhibit "A3". Said deletion and substitution shall be effective

December 15, 2001.
WITNESS WHEREOF, the parties hereto have executed this Amendment to said Agreement on the day and year first written above and such amendment is hereby effected.

R. W. ARMSTRONG & ASSOCIATES, INC.

3v: ///

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

William S. Tanke Chairman

anios s. r iotos



HOURIYABILLING EVATI

CLASSIFICATION	HOURLY RATE
Principal Director Senior Project Manager Project Manager Senior Engineer/Architect/Planner Design Manager Engineer/Architect/Planner Designer Technical Specialist CADD Manager/Production Manager CADD Technician Grant Administrator Chief Inspector Senior Inspector Inspector Surveyor Fieldman	\$150.00 147.00 118.00 104.00 90.00 83.00 80.00 72.00 64.00 64.00 58.00 69.00 85.00 72.00 58.00 58.00
Assistant	
Mileage Subconsultant	at current IRS Rates at cost plus 15%
Other Direct Costs	at cost plus 15%

Rates Effective through December, 2001

AMENDMENT #4 TO ENGINEERING AGREEMENT

between the I to as the "Con hereinafter re- in order to m	Little Calumet River Basin Develommission" and the consulting firm ferred to as "Engineer", is being expendify a certain Agreement between 291, and Amendments entered into	f, 200, by and pment Commission, hereinafter referred of R. W. Armstrong & Associates, Inc., ecuted by "Commission" and "Engineer" en them entered into on the 5 th day of on January 7, 1993, November 10, 1999,
WITNESSET	H:	
	n consideration of the mutual prom: " and "Engineer" agree to modify the	ses and agreements recited hereinafter, ne subject agreement as follows:
1. 2.	Delete present Exhibit "A3" and s Said deletion and substitution shale, 200 WITNESS WHEREOF, the partie this Amendment to said Agreement first written above and such amend The following language shall be as	l be effective s hereto have executed at on the day and year dment is hereby effected.
	"The Engineer will notify the Con	emission of any conflicts of interest or will cooperate with the Commission to
R. W. ARMS	TRONG & ASSOCIATES, INC.	LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
By:	hy George	By:Arlene Colvin
	ny George President	Chairperson



HOURLY BILLING RATES

CLASSIFICATION	,4	HOURLY RATES
	Ohil Shalit	
Principal/Director/Client Manager	10	158.00
Senior Project Manager		/ 145.00
Project Manager	phi	127.00
Senior Engineer / Architect / Planner	X * 4	110.00
Design Manager	My Co	101.00
Construction Manager	$V \neq I_0$	99.00
Engineer / Architect / Planner / Land Acquisition Specialist	01.	97.00
Designer		88.00
Assistant Designer		70.00
CAD Manager / Production Manager		79.00
Senior CAD Technician		70.00
CAD Technician		63.00
Grant Administrator		83.00
Chief Inspector		99.00
Senior Inspector		83.00
Inspector		70.00
Assistant Inspector		52,00
Surveyor		103.00
Assistant Surveyor		70.00
Fieldman		69.00
Assistant/Clerical		69.00
Courier	•	48.00

Mileage Subconsultants Other Direct Expenses at current IRS Rates at cost plus 15% at cost plus 15%

CURRENT

Rates Effective through December, 2004



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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WILLIAM TANKE, Chairman Porter County Commissioners' Appointment

TO:

Lake County Board of Commissioners

ROBERT HUFFMAN, Vice Chairman Governor's Appointment

FROM:

William S. Tanke, Chairman

Little Calumet River Basin Development Commission

CURTIS VOSTI, Treasurer Governor's Appointment

SUBJECT:

Lake County Commissioners' Appointment to the

Development Commission

JOHN MROCZKOWSKI, Secretary Governor's Appointment

DATE:

December 27, 2002

GEORGE CARLSON Mayor of Hammond's Appointment

ARLENE COLVIN Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources'
Appointment

EMERSON DELANEY Governor's Appointment

ROBERT MARSZALEK Governor's Appointment

DR, MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER Executive Director

LOUIS CASALE Attorney Your appointment to the Little Calumet River Basin Development Commission is presently Marion Williams. His appointment expired December 31, 2001.

The Commission is presently going through a critical period with the uncertainty of funding from the State, completion of the Burr Street levee, mitigation acquisition in the Hobart Marsh, methods of funding, operation and maintenance of the completed project and many others.

This will affect all the land and many of the people you represent in this area and should be important to you in insure that they are properly represented.

I have enclosed for your information, a copy of attendance rosters for years 2001 and 2002. Attempts to contact Marion over a several month period have been to no avail.

When attending, Marion has made some contributions to the project; however, his lack of attendance and apparent interest have diminished his ability to effectively represent your constituents.

A prompt response to this request to fill your appointment to this position will be greatly appreciated. Should you have any questions on this matter, please contact the Commission's Executive Director, Dan Gardner, at the Commission office.

/sjm encl.

ATTENDANCE ROSTER

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Budget concerns take center stage in Legislature

By The Associated Press

State lawmakers will convene today with no emerging consensus on how to erase a \$760 million budget deficit and boost Indiana's lagging economy.

"I think everything is up for grabs," Sen. Robert Meeks of LaGrange, a chief budget negotiator for Senate Republicans, said Monday. "I don't think anything is off the table at this point."

Democratic Gov. Frank O'Bannon already has announced a sweeping economic-development plan for consideration, but it has drawn mixed reviews from lawmakers in both parties. Republicans control the Senate 32-18, while Democrats control the House 51-49.

O'Bannon is expected to present a budget proposal for consideration this week that does not include tax increases

to shore up the deficit.

Some top lawmakers said Monday they did not know specifics, and regardless, the General Assembly must ultimately pass a new, two-year budget on its own.

Democratic Rep. William Crawford of Indianapolis, the new chairman of the budget-writing House Ways and Means Committee, said there is a "strong reluctance" to have any early discussions about possible tax increases, since lawmakers just raised taxes this past June.

Crawford's committee will begin hearings on budget requests this week, but he said it likely would be several weeks before a budget proposal takes shape.

"It might be running into the latter part of February before we have something," Crawford said. "It's going to be challenging."

Budget bills originate in

the House, but any final product this session is sure to have major input from Republicans who control the Senate.

Senate Finance Chairman Larry Borst, R-Greenwood, said he did not know what kind of budget proposal O'Bannon had in mind.

"But I would expect that he would say, 'Here is the budget, we can get by on it, and oh, yeah, it's a billion dollars short. You guys figure it out," Borst said.

Sen. Luke Kenley, R-Noblesville, said this session will test lawmakers' resolve to live within the state's means—much as the recession in the early 1990s did.

"That was the last time we had to restrain ourselves and make some priorities that measure programs, and we need to go through this exercise because the budget has grown so much in the past 10 years," Kenley said.

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CALUMET AREA OFFICE CONTRACT STATUS REPORT 3 NOV - 7 DEC 2002

CONTRACT N DESCRIPTION				CONTRACTOR: PR & C N0.	RAUSCH 959776		
C-S MGR: C-S QA REP; C-C MGR:	GARCES KARWATKA TURNER	CONTRACT ORIGINAL: CURRENT: OBLIGATED: EARNED:	\$3,293,968.00 \$3,477,249.66 \$3,477,249.66 \$3,288,101.88	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	- 05 DEC 98	% COM SCH 100	PLETE ACT 100

COMMENTS:

Final inspection scheduled for 3 DEC 2002 was cancelled and rescheduled for 18 DEC 2002.

P00030 - Final Quantities modifications; \$189,147.78 DECREASE; preparing modification.

Awaiting PP-PM/ED-D responses to following issues:

A) Submitted red line as-builts to ED-DT for preparation of As-Builts in September 2001. Awaiting as-builts from ED-DT.

CONTRACT N DESCRIPTION	· - · · · · · · · · -	CONTRACTOR: PR & C N0.	DYER CONS 759328	TRUCTIO	N.		
C-S MGR: C-S QA REP: C-C MGR:	GARCES RUNDZAITIS TURNER	CONTRACT ORIGINAL: CURRENT: OBLIGATED: EARNED:	\$AMOUNT \$2,473,311.50 \$3,329,463.66 \$3,329,463.66 \$3,329,463.66	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	29 SEP 01	% COM SCH 100	PLETE ACT 100

COMMENTS:

Local Sponsor requesting phase indicator system for generator plug-in. Will be incorporated via modification to Stage III Remediation

Initiating Contract Closeout.

Awaiting PM-M/ED-D responses to following:

A) TS-C-S has As-Builts for Chief TS-C to sign. However, holding pending upcoming modification for generator phase indicator system. Once modification for generator phase indicator system is completed, appropriate sheets will be revised by TS-DC, returned to TS-C-S for incorporation into complete as-built set. TS-C-S will then obtain TS-C chief signature.

CONTRACT NO: DACW23-02-C-0010 CONTRACTOR: DYER CONSTR. CO., INC. DESCRIPTION: STAGE III REMEDIATION PR&C NO. %774112 CONTRACT COMPLETION CONTRACT AMOUNT % COMPLETE C-S MGR: GARCES ORIGINAL: \$1,231,848.50 ORIGINAL SCH ACT C-S QA REP: KARWATKA \$1,231,848.50 CURRENT: CURRENT: 20,000.00 SUBSTANTIAL: C-C MGR: OBLIGATED: EARNED: FINAL W/0 D.

COMMENTS:

Pre-Construction Conference conducted 20 NOV 2002. Contractor preparing submittals.

CONTRACT NO: DACWXX-XX-C-00XX CONTRACTOR: -DESCRIPTION: LITTLE CAL STG. VIII PR & C No. CONTRACT AMOUNT CONTRACT COMPLETION % COMPLETE C-S MGR: ORIGINAL: ORIGINAL: SCH ACT C-S QA REP: -CURRENT: CURRENT: C-C MGR: OBLIGATED: -SUBSTANTIAL: FINAL W/0 D. EARNED: COMMENTS: Design Ongoing.

CONTRACT NO: DACWXX-XX-C-00XX CONTRACTOR: -DESCRIPTION: LITTLE CAL STAGE IV-PHASE 2 PR & C N0. CONTRACT AMOUNT . CONTRACT COMPLETION % COMPLETE ORIGINAL: SCH C-S MGR: ORIGINAL: ACT C-S QA REP: CURRENT: CURRENT: C-C MGR: OBLIGATED: SUBSTANTIAL: FINAL W/0 D. EARNED: COMMENTS:

Performed 100% BCOE. ED/PM/ A/E responding.

CONTRACT N DESCRIPTION	NO: DACW27-0 N: PUMP STA		CONTRACTOR: PR & C N0.	OVERSTREE 015179	ET ELEC. (CO.	
C-S MGR: C-S QA REP: C-C MGR:	DEJA CRAIB TURNER	CONTRACT ORIGINAL: CURRENT: OBLIGATED: EARNED:	*AMOUNT \$4,638,400.00 \$4,810,824.79 \$2,837,512.29 \$2,696,001.98	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	MPLETION 03 DEC 02 13 MAR 03	% COM SCH 56	PLETE ACT 56

COMMENTS:

Contractor is continuing with submittals.

KTR is installing SWP-1 at Baring Ave. and DWP-2 at Hohman Ave. Station.

Rebuilt Fairbanks Morse pumps from Walnut Avenue pump station are having their impellers changed to meet contract requirements.

Removal of old and installation of new electrical equipment at Baring is continuing.

One (1) pump for refurbishment from South Kennedy has been rebuilt and has been tested. This pump had it's impeller changed to meet contract requirement. Re-testing is in progress.

Portable pumping units are located at Hohman Ave. to Baring Ave. for removal of SWP-1&2.

A00007 (SS016) - Time extension Related to Union Picketing, 42 Calendar Days; Revised Required Completion Date is 24 April 2003. Executed and Distributed.

Discussed resolution of pump impeller issue. Contractor further discussing with subcontractors.

Awaiting PM-M/ED-D responses to the following: None

CONTRACT NO: DACW27-00-C-0015 DESCRIPTION: STAGE IV – PHASE 1 SOUTH				CONTRACTOR: DYER CONSTRUCTION PR & C NO. 476674			
C-S MGR: C-S QA REP: C-C MGR:	ANDERSON KARWATKA TURNER	CONTRACT ORIGINAL: CURRENT: OBLIGATED: EARNED:	\$3,862,736.65 \$4,285,344.70 \$4,285,344.70 \$4,285,344.70	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	MPLETION 09 AUG 01 16 NOV 01 16 NOV 01	% COM SCH 100	PLETE ACT 100

COMMENTS:

Initiating contract closeout activities.

Final inspection scheduled for 3 DEC 2002 was cancelled and rescheduled for 18 DEC 2002.

Awaiting PM-M/TS-D responses to the following items: TS-C-S forwarded As-Builts to TS-C-C for signature. Awaiting return of TS-C-S and Local Sponsor required signed copies.

CONTRACT N DESCRIPTION		-01-C-0008 ORTH 5 TH AVE.	_	CONTRACTO PR & C N0.	R: OVERSTREE 115055	ET CONST	. CO.
		CONTRACT	AMOUNT	CONTRACT C	OMPLETION	% COM	PLETE
C-S MGR:	DEJA	ORIGINAL:	\$2,387,500.00	ORIGINAL:	17 MAR 03	SCH	ACT
C-S QA REP:	CRAIB	CURRENT:	\$2,420,534.93	CURRENT:	07 MAY 03	74	74
C-C MGR:	TURNER	OBLIGATED:	\$1,933,034.93	SUBSTANTIAL	<i>:</i> :		
		EARNED:	\$1,789,488.36	FINAL W/0 D.			

COMMENTS:

Contractor preparing and submitting submittals.

Removal of old and installation of new electrical equipment is ongoing.

New pumps have been delivered and are in storage.

DWP-1 and DWP-2 installation is about complete.

Comminutor has been removed. May require a modification for disposal due to containment of mecury.

Concrete work, in the south wet well, to facilitate new mechanical trash rack continues.

A00006 (FC-08.04 & FC-08.12 – DELETE three (3) Ton Portable Gantry Crane; Revision from manholes & underground service to standard duct bank; \$17,759.87 NET CREDIT and no change in time. Mailed to Contractor for signature.

FC-08.11 - Replacing corroded piping into wall on Pump Nos. 6 and 7. Negotiated; Contractor finalizing with subcontractor.

FC-08.13 - Passive vent relocation in wet well. Negotiating; Contractor finalizing with subcontractors.

FC-08.14 - Upgrade power panel. Awaiting Contractors proposal.

A00005 (SS010) - Time Extension Related to Union Picketing, 51 Calendar Days; Revised Required Completion Date is 7 May 2003. Executed and Distributed.

Awaiting PM-PM/TS-D responses to the following items: None at this time.

CONTRACT NO: DACW23-95-C-0076 DESCRIPTION: STAGE II – PHASE 4				CONTRACTOR: PR & C N0.	RAUSCH 608714		
C-S MGR: C-S QA REP: C-C MGR:	GARCES KARWATKA TURNER	CONTRACT ORIGINAL: CURRENT: OBLIGATED: EARNED:	**SAMOUNT*** \$3,089,692.00 \$4,186,070.75 \$4,182,688.98 \$4,268,270.55	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	- 22 SEP 98	% COM SCH 100	PLETE ACT 100

COMMENTS:

Final Inspection scheduled for 3 DEC 2002 was cancelled and rescheduled for 18 DEC 2002.

P000XX - Resolved final quantities and all outstanding issues. \$82,199.80 INCREASE; preparing modification.

As-Builts transferred to TS-C-C for signature by Chief TS-C. Awaiting return of signed as-builts for TS-C-S and Local Sponsor.

Awaiting PM-M/ED-D Responses to the Following Issues: None.

CONTRACTOR: RENEWABLE RESOURCES DACW23-02-C-0011 CONTRACT NO: %250858 PR & C N0. MITIGATION DESCRIPTION: CONTRACT COMPLETION % COMPLETE CONTRACT AMOUNT SCH ACT 11 JAN 04* ORIGINAL: **GARCES** ORIGINAL: \$921,102.68 C-S MGR: CURRENT: CURRENT: \$921,102.68 C-S QA REP: LEE \$ 50,000.00 SUBSTANTIAL: OBLIGATED: C-C MGR: FINAL W/0 D. EARNED:

COMMENTS:

* Reflects installation completion date; 2 year maintenance period not included.

Contractor preparing submittals.

RESULTS OF REAL ESTATE MEETING 10 December 2002 (No November Meeting) ARMY CORPS and LCRBDC

IN ATTENDANCE:

LCRBDC

Dan Gardner (if needed by phone)

Lou Casale Lorraine Kray

Angie Ogrentz Sandy Mordus Jim Pokrajac

Judy Vamos

COE

Imad Samara Chrystal Spokane

LAND ACQUISITION

1.) ACQUISITION / APPRAISAL UPDATES

Stage VI-1 and VI-2: Judy reported that Corps Reviewer Greg Dorward has reviewed the 20 tract Kennedy Industrial Park Appraisal and is requiring changes. He wants Dale to do further research on easements from Hammond's existing levees. Dale will also pull out five tracts that need a full before and after narrative appraisal. Dale will then submit a 15 tract document for Greg to review. (The appraisal was submitted for \$1.2 million for the 20 easements.)

Mitigation (Hobart Marsh): The Kim offer was mailed on 11-27-02, Trust for Public Land has the Fadell (M-3) packet, and M-8, owner George Froman, has refused to allow a ROE for an appraisal.

East Reach and Remediation Area: Officially on hold but lesser value tracts can be obtained from landowners or tax sales. SRI, Inc. contract will not be renewed. We will go back the old way to acquire tracts from the Lake County Commissioners (either by petition or Commissioner's tax sales).

Burr Betterment Levee: On Hold. Dan met with Mayor King on 12/5/02. The Mayor has agreed that Burr Street needs to be completed. A strategy is being planned. The mayor has also agreed to contact his Demolition Task Force to demolish the three vacant houses in the Burr Street area. (ACTION: Dan and Judy/LCRBDC)

2.) FIRE SITUATION AT 3308 BURR STREET

a. A Burr Street Relocation house (there are three) burned on 10/24/02 causing damage to the adjacent home. Dan will write a letter to Sean Fahey asking for a written response, either yes or no, that demolition on these houses is creditable. (ACTION: Dan/LCRBDC)

Real Estate Meeting Results / 10 Dec. 02 / page 2

3.) MITIGATION

The Hobart Marsh Technical Review Meeting held on 11-7-02 to determine the exact boundaries of acquisitions was successful according to Jim and Judy. The Corps has agreed to send a new directive letter to acquire land in the Hobart Marsh. The detailed decisions made on the 14 Hobart Marsh properties will provide a framework for more accurate acquisitions.

(ACTION: Jim and Judy/LCRBDC)

4.) 75 FOOT EASEMENT - BENEFITS?

a. The 75 ft. easement is not creditable according to Corps Reviewer Greg
Dorward based on the fact that it is technically not needed for the flood project.
Additionally, the drainage easement does not carry the same authority as a
permanent levee easement, however, Greg is researching if it should be assigned
a lower land value (compensation) to the landowner. Judy is concerned that the
75 ft. drainage easement was not considered in previous appraisals completed in the
East Reach and imposing the easement now changes the rules. Lowered
compensation to landowners may also result in increased condemnations which may
be a higher cost than the actual easement.

(ACTION: Judy/LCRBDC)

5.) CREDITING STATUS

a. Corps Reviewer Greg Dorward has sent Judy an e-mail asking if Chicago has approved crediting for 95% easements that left the landowner an uneconomic remnant which then resulted in a complete fee take. He believes the appraisal should be a fee take, not a before and after for the easement. Chrystal has previously approved the fee takes for crediting. She will call Greg, discuss the situation, and write a blanket cover letter.

(ACTION: Chrystal/COE)

b. Chrystal reported that she will have an intern for the month of January 2003. He will prepare a crediting spreadsheet which will show at-a-glance the status of land acquisition crediting. She will also complete any outstanding crediting files and send them to Lorraine.

(ACTION: Chrystal/COE)

6.) WEST REACH PERMIT UPDATE

Sandy reported that an 800+ mailing went out the end of November and the actual permit application was mailed the following week to the DNR. Imad said that the DNR is now requesting a second permit for Hart Ditch. Sandy will call Jomary Cary at the DNR to follow-up.

(ACTION: Sandy/LCRBDC)

ENGINEERING

1.) CORPS RESPONSE FOR GSD CONCERNS ON PUMP STATIONS

Jim requested the latest update on the Gary Sanitary District's concerns about their pump stations. Imad reported that the Corps built the pump stations, provided all the information that Gary requested, and nothing else will be done. The Corps will not make any more changes. It is what it is and Imad thinks that Gary perhaps didn't quite understand what was happening and now Greely and Hanson are advising Gary not to take over the pump stations. If Gary doesn't - then the LCRBDC is responsible. Dan will contact Gary Attorney Jim Myers and also write a letter.

(ACTION: Dan/LCRBDC)

2.) STATUS OF STAGE VI-2 DRAWINGS

Drawings were to be delivered 30 October 02, however, Imad said that was really a target date not a deadline. Jim has just commented on the drawings. Now Chrystal will review his comments. No new target date set.

(ACTION: Chrystal/COE)

3.) STATUS OF ERR DEMOS IN STAGE III REMEDIATION CONTRACT?

Imad reported that no demolition (for the two Jeffries relocation residences) is included in the Stage III Remediation contract.

4.) STATUS OF "BUSINESS TRACKING PROGRESS PLAN."

The Business Tracking Plan is a spreadsheet originated under the previous Deputy Engineer Ray Coughenour to track the status of engineering problems. After Mr. Coughenour was transferred, the plan became silent. Jim and Imad will update the spreadsheet and present it at the next real estate meeting.

(ACTION: Imad/COE and Jim/LCRBDC)

5.) NEXT REAL ESTATE MEETING

Tuesday, 4 February 2003, 9:30 am at LCRBDC office

JV 12/27/02

Sandy

2003 COMMITTEE PREFERENCE

Commissioner	<u> </u>
Committees you currently sit on in 2002:	Committees you wish to serve on in 2003:
Land Acquisition/Management	Land Acquisition/Management
Project Engineering	Project Engineering
Legislative	Legislative
Finance	Finance
Policy	Policy
Marina	Marina
Recreation	Recreation
Public Relations	Public Relations
Environmental	Environmental
	Operation & Maintenance

Committee meetings held as needed. Please select at least 2-3 committees Please return to Sandy

Bill Tanke's Outgoing Remarks as Chairman of the Commission January 8, 2003

Having served on this Commission for 22 years and 9 years on the Basin Commission, I would like to share with you a few of my observations. Most of the people who have served on this Commission I have found to be individuals dedicated to this project to eliminate the flooding problems for over 9,000 structures and enhance the quality of life for the citizens in the area. The people we serve are getting banging rates for the expertise represented here, when you consider we are reimbursed at the rate of \$50.00 per meeting (was originally \$35.00), there has to be dedication to the project. I feel very fortunate to have been associated with a number of quality individuals such as Chuck Agnew, Marty Behnke and John DeMeo, whom I considered special friends, also Clyde, Phil, Mike, and Doyle and many others. All of whom made a difference in moving the project forward. I also consider us to be blessed with quality staff and consultants. Jim, Judy and Lorraine are doing a superb job in Land Acquisition and Engineering. Jim Flora has done an excellent job, keeping the Corps on the straight and narrow and making certain Jim Pokrajac stays out of trouble. I especially appreciate Dan, Sandy and Lou for all their wise council over the years. Dan has done a great job of keeping the project on track and it takes a wise person to meld all the different personalities into a homogonous working group. Sandy is the one person who keeps us all on track including Dan. I thank her for all she has done to make my job as Chairman much easier. She has done a great job in getting this Commission to where it is today and last but not least, our attorney Lou Casale. Lou has offered sound legal advice when asked and never offered an opinion without knowing the law or, if not, stating he will look it up and report back. I am certain this expertise has kept us out of a lawsuit or two.

I would like to take a few minutes to offer some constructive criticism which, in my opinion, could lead to better operation of the Commission. Some have been discussed before. Committee Chairmen should thoroughly acquaint themselves with major problems needing Commission action and report on those issues at the public meeting; minor problems should be resolved at the Work Study Session.

Some consideration should be given to rotating committee chairs. Experience is great but maybe some fresh insight by a new chain could be an improvement.

I would suggest amending the Bylaws and the last paragraph under Committees regarding Chairperson being a non-voting, unsalaried committee member. The reason, as I remember, for this was to prevent the chair from packing committees and casting the deciding vote. The reasons may have been valid under some political situations, but I can say with certainty that I have never seen partisan politics on this Commission.

I would also strongly recommend that any agreements with Lake Erie Land Company include an upfront contribution in full to the River Forest School project to fulfill the public promise Don Ewoldt made at the School Board meeting. This was also Chuck Agnew's dream.

The Board should also push to get the 75' easement plat (which is completed) signed by the county Surveyor and recorded. This could possibly save the Commission a lot of money on appraisals for the West Reach.

Every effort should be made to improve working conditions and rapport with the Corps and State. The appraisal situation is ridiculous with the Corps. Mitigation will not, in my opinion, proceed without this Commission amending our legislation to include the Hobart Marsh area into our area of jurisdiction.

I think a 1 or 2 paragraph note to Congressman Visclosky once a month making him more aware of the big ticket problems (especially with the Corps) might help. A face-to-face meeting downstate with either the Budget Director, Budget Committee or the Governor, to clean the air on exactly what we can expect in funding and establish the guidelines for release of present and future funds.

More face-to-face meetings with the Colonel and staff could only improve Corps relations. I had hoped to resolve completely the marina problem by now, but I feel we are very close at this point.

Finally, I would like to thank all of you for putting up with me. It has had its ups and downs but I would not trade the experience, but most of all, my thanks go to the various County Commissioners who have appointed me over the years.

Thanks.

(Exacting sing

<u>AGREEMENT</u>

Come now the Parties hereto, the LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION, hereinafter referred to as the "Commission," and LOUIS M. CASALE of CASALE, WOODWARD & BULS, LLP, hereinafter referred to as "Attorney," and agree as follows:

- 1. Commission retains Attorney to attend its regular meetings and render legal opinions and advice concerning organizational structures, public meeting procedures and such other legal matters that may arise during said regular meetings for and in consideration of a Retainer fee of Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00) per annum, payable in twelve (12) monthly installments. Services to be provided for the Retainer Fee are as follows:
 - a. Attend all regular Commission meetings, including adjourned and special meetings. It is assumed that there are generally Twelve (12) regular meetings per year, and, on occasions, there may be One (1) or Two (2) adjourned or special meetings.
 - b. Provide advice about organizational structures and public meeting procedures.
 - c. Provide advice about existing policies and practices that may be indicated by judicial and administrative decisions.
 - d. Revise or review resolutions and basic administrative contracts pertaining to the organization and operation of the Commission.
- 2. Attorney shall provide such Special Services as required by the Commission, to be billed at the Attorney's current hourly rate for governmental agencies, which is presently Ninety Dollars (\$90.00) per hour, plus out-of-pocket expenses incurred by Attorney, but only after receiving authorization to proceed from the Commission, its Chairman or the Executive Director of the Commission. Special Services shall include, but not be limited to, the following items:
 - a. Representation in connection with any litigation affecting the Commission.
 - b. Representation in connection with changes in boundaries or formation, operation and dissolution of ancillary organizations.
 - c. Consultation, preparation of documents, and representation in connection with any real or personal property transaction.
 - d. Attendance at any meetings in excess of the meetings provided under the basic retainer services.

- e. Preparations of opinions, reports, memoranda, contracts, leases, resolutions, legislation, and similar documents that require research or revision.
- f. Representation in any Bond Issue Proceedings.

Time records will be kept for all Special Services performed, and expenses incurred, and detailed monthly bills will be submitted.

- 3. The Attorney may, with the authorization of the Commission or its Chairman, retain Co-Counsel or Local Counsel when, in the Attorney's opinion, such action is warranted in specific cases and on such terms as deemed acceptable by the Commission or its Chairman.
- 4. This Agreement shall be subject to review and renewal by the Commission annually at its first meeting of the year. In the event the Commission does not review and renew the Agreement at its first annual meeting, it shall continue from month to month unless renewed or terminated.
 - 5. This Agreement may be terminated by either party upon thirty (30) days notice.

Dated this day of	, 20
ATTORNEY	LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
Louis M. Casale CASALE WOODWARD & BULS, LLP 9223 Broadway, Suite A	By: Title: Commission Chairman
Merrillville, IN 46410 (219) 736-2163	ATTEST:
	By: Title: Commission Secretary



Little Calumet River Basin Development Commission

WORK STUDY SESSION ENGINEERING COMMITTEE

January 8, 2003

Bob Huffman, Committee Chairman

- Final inspections for Stage II Phase 4 (Broadway to Martin Luther King Drive north of
 the Little Calumet River), Stage II Phase 3B (Harrison Street to Georgia Street south of
 the Little Calumet River) and Stage IV Phase 1 South (Cline Avenue to Burr Street south
 of the Norfolk Southern RR) were held on December 18, 2002 with the COE and each
 contractor.
 - All (3) segments were accepted as per plans & specs which relieves the contractors of all future responsibility.
 - All east reach inspections are now completed with the exception of the Betterment levee.
 - COE anticipates turnover of all segments no later than September 30, 2003.
- 2. INDOT/Tri-State drainage issues
 - LCRBDC received a letter from INDOT on January 6, 2003 indicating a \$250,000 incremental cost difference in re-locating their pump station west of Indianapolis Blvd.
 - Percentages of participation show Highland at 7.38%, North Township at 89.35%, and INDOT at 3.27%.
 - A meeting will be scheduled to discuss local participation.
- 3. Stage VIII engineering contract with SEH (Columbia Avenue to State line) has been terminated and may not start back up for at least (2) years due to lack of funding.
- 4. An article in the Post Tribune dated December 17, 2002 indicated that a request from Frank Halcarz was denied by the zoning administration from Gary to develop west of Burr Street and north of the river because Gary has not been removed from the floodplain.

LCAR powing for 31 11

PROJECT ENGINEERING MONTHLY STATUS REPORT

For meeting on Wednesday, January 8, 2003

(Information in this report is from December 5, 2002 – January 2, 2003)

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

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

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

Project completed on December 1st, 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 13th, 1995
Ramirez & Marsch Construction – Contract price: \$2,275,023

<u>Landscaping Contract – Phase I (This contract includes all completed levee segments)</u> installing, planting zones, seeding, and landscaping):

Project completed June 11, 1999
 Dyer Construction – Final contract cost: \$1,292,066

<u>Landscaping Contract – Phase II (This contract includes all completed levee segments in the East Reach not landscaped):</u>

- 1. Projected date to advertise August, 2003.
- 2. Projected construction start Spring, 2004.
- 3. Anticipated construction cost \$1,787,000.
- 4. Kickoff meeting held with Chicago COE & A/E (St. Paul Army Corps District) on December 5th, 2002.
 - Anticipate controlled burns of completed segments to be included.

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

- 1. Rausch Construction started on November 20th, 1995. (Construction is now completed)
 - Current contract amount \$3,477,249.66
 - Original contract amount \$3,293.968.00
 - Amount overrun \$183,281.66 (5.6%)
- A final inspection with the LCRBDC and the COE was held on December 18th, 2002.
 LCRBDC received O&M Manuals & inspection was found to be completed as per plans & specifications.
 - Awaiting "as-built" drawings.
 - Contractor is relieved from any further contractual responsibilities.

STATUS (Stage II Phase 3C2) Grant to Harrison: (8A contract)

- 1. WEBB Construction was the contractor.
 - Currently, \$3,915,178.36 has been spent on this project.
 - Overrun (over original bid) \$463,196

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

- 1. Project is completed.
 - Current contract amount \$4,186,070.75
 - Original contract amount \$3,089,692.00
 - Amount overrun \$1,096,378 (36%)
- 2. A final inspection was held with the LCRBDC and the COE on December 18th, 2002, including the Ironwood stormwater pumping station.
 - The LCRBDC received O&M Manuals and the inspection was found to be completed as per plans and specifications.
 - · Contractor has no more legal responsibilities for this contract.
- 3. LCRBDC awaiting as-built drawings.

STATUS (Stage III) Chase to Grant Street:

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

STAGE III Drainage Remediation Plan:

- 1. COE estimates approx. \$1 million to do this work. \$800,000 for ditches and pumps, \$50,000 to engineer an 18,500 GPM pump station West of Grant St. 7 remainder toward work with the City of Gary.
- 2. The scope of this project is to include the following:
 - A. Lift stations West of Grant to remediate drainage problems due to Stage III construction.
 - B. East Reach remediation life station for interior drainage.
 - C. Extending the combination sewer, East of Grant St., North to our line of protection.
- 3. Bids were opened on September 10th, 2002, and <u>Dyer Construction</u> is the successful bidder. Bonds from the contractor have been received.
 - The government estimate is \$1,695,822 and the low bid came in at \$1, 231,845 (this is \$463,977 under estimate).
 - The COE awarded the contract on September 30th, 2002 and construction will start in the spring of 2003.
- 4. A memo was sent to the COE on September 17th, 2002, asking them to provide pertinent information to NIPSCO in order that they may engineer the electrical services. (see item #1)
 - LCRBDC also requested information from the COE on what our local share of \$168,000 would be for this project is primarily to remediate drainage problems caused by the COE when they cut the field drain tiles during Stage III construction.
- 5. N.W. Engineering had questions on the COE finalizing design of the pump station West of Grant St. and submitted a letter to the Gary GSD Consultant (Greeley & Hansen) on December 18th, 2002.

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6. A pre-construction meeting was held on November 20th, 2002, to establish points of contact, answer questions, and discuss scheduling.

• NIPSCO and GSD were given construction prints at this meeting to review. Greeley and Hansen reviewed & submitted comments to the COE on December 10th, 2002. (Comments available upon request.)

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

- 1. IV-1 (North) The drainage system from Colfax to Burr St. North of the Norfolk Southern RR.
 - Current contract amount \$2,956,964.61
 - Original contract amount \$2,708,720.00
 - Amount overrun \$248,244.60 (9%)
- 2. We received "as built" drawings from the COE on March 13th, 2002. The only item needed to be completed is to assure turf growth in all areas.

STATUS (Stage IV Phase 1 – South) South of the Norfolk Southern RR.):

- 1. Dyer Construction was low bidder. Given 450 days to complete
 - Current contract amount \$4,285,345
 - Original contract amount 3,862,737
 - Amount overrun \$422,608 (11%)
- 2. An inspection was held with Dyer Construction/COE/LCRBDC on December 18th, 2002...
 - The inspection was found to be satisfactory as per plans and specifications, and the 1-1 contractor is relieved of any further contractual responsibilities.
 - The LCRBDC received O&M Manuals, "as-built" drawings on the day of inspection.

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

- 1. Dyer Construction 100% complete.
 - Current contract amount \$3,329,463.66
 - Original contract amount \$2,473,311.50
 - Amount overrun \$856,152 (34%)
- 2. The North Burr St. stormwater pumping station has been completed.
 - A. A memo was sent to the COE on September 17th, 2002, requesting their consideration to add some minor items to the contract. This will be incorporated into the Stage III remediation contract.
 - Awaiting as-built drawings.
- 3. The final inspection was held on December 18th, 2002, with the COE, Dyer & LCRBDC and found to be satisfactory as per plans and specifications.
 - We received O&M Manuals and the hand held programmer on December 18th, 2002 /0-1/

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

- 1. Project money status:
 - Current contract amount \$1,948,053.31
 - Original contract amount \$1,530,357.50
 - Amount overrun \$417,696 (27%)
- 2. The COE submitted "as built" drawings to the LCRBDC on October 2nd, 2002.

STATUS (Betterment Levee – Phase 1) EJ & E RR to, and including Colfax – North of the NIPSCO R/W (Drainage from Arbogast to Colfax, South of NIPSCO R/W):

- 1. The bid opening was held on May 9th, 2000
 - The low bidder is Dyer Construction.
 - Current contract amount \$2,228,652.16
 - Original contract amount \$2,074,072.70
 - Amount overrun \$113,604.62 (6%)
- 2. The drainage ditch north of the Mansards is having sloughing problems that should be corrected when Burr St. Phase II is completed.

STATUS (Betterment Levee – Phase 2) Colfax to Burr St., the North. NSRR, then East (North of RR R/W ½ between Burr and Clark, back over the RR, then South approx. 1,400 feet:

- 1. The projected government estimate for this project is approx. \$3.6 million.
 - A meeting was held with Mayor King on July 19th, 2002, to review current construction status of our overall project in Gary, present the LCRBDC dilemma with crediting and funding, and discuss if Gary could help us in any way.
 - Gary indicated that they would make every effort to include money for the betterment levee in their budget for 2003.
- 2. Utility coordination needs to be reviewed (but not money spent) and a letter was sent to NIPSCO on September 27th, 2002, requesting this information.

STATUS (Stage V Phase 1) Wicker Park Manor:

Project completed on September 14th, 1995.
 Dyer construction – Contract price: \$998,630

STATUS (Stage V Phase 2):

- 1. This project will be on hold for future utility coordination as well as land acquisition until money is available.
 - Tentative schedule for this project is for advertisement in December, 2005, construction start in Spring of 2006, and completion in the Fall of 2007.
- 2. INDOT drainage issues at Indianapolis Boulevard and the Little Calumet River.
 - A. An on-site meeting with the COE, LCRBDC, INDOT, Highland, and North Township was held on October 7th, 2002 to review their drainage proposal.
 - B. INDOT agreed to allow a "window of opportunity" to let the locals provide hydrology information. There may still be an opportunity to have a joint pump station if the boards approve money.

- We received a copy of the letter Highland sent to INDOT providing hydrology information for their impacted area – much of which was provided by the Army Corps.
- C. INDOT anticipates that this project will have a March, 2003 letting, and a construction completion near the end of 2004.
- D. A letter was sent to the project manager of the consulting engineering firm for INDOT on November 22nd, 2002, and enclosing property identification maps for their use.
- 3. A letter was sent to Cardinal Services on November 27th, 2002, enclosing the most recent engineering drawings for Stage V-Phase 2 as per their request on November 19th, 2002.
- 4. E-mails were sent back and forth with United Consulting Engineers regarding easements in the Pump Station/Drainage Area.

STATUS (Stage V Phase 3) Woodmar Country Club:

- 1. Refer to Land Acquisition report for status of appraisal process and revised schedule.
 - The current schedule shows a March 2006 advertising date. This date is due to lack of funding. The construction sequence due to hydrology will push construction back in the schedule.
- 2. This project will be done after all other construction between Cline Ave. and Northcote is completed due to hydrology concerns with installing the control structure as part of the project.
- 3. We received a request for a public hearing from Woodmar County club Attorney Ken 12-13 Reed on December 23rd, 2002.

STATUS (Stage VI – Phase 1) Cline to Kennedy – North of the river, and Kennedy to Liable, South of the river:

- 1. The COE is currently planning to advertise this project in October, 2003, award in February of 2004, and start construction in April, 2004. this will be advertised at the same time as Stage VI-2. The contract estimate for Stage VI-1 is \$6 million, Stage VI-2 is \$3,650,000, and with the addition of the Grace Street pump station at \$1.5 million, these total contracts are estimated at a cost of \$11,150,000 (local share at 7% would be \$780,500.)
- 2. A letter was sent to NIPSCO on September 27th, 2002, requesting all utility information be forwarded to the LCRBDC for review & coordination.
 - An e-mail was sent to the COE on October 23rd, 2002, with an update on utilities. NIPSCO should have their information for review by November 8th, 2002, and the Town of Highland by October 31st, 2002. (see item #3)

STATUS (Stage VI - Phase 2) Liable to Cline - South of the river:

- 1. Rani Engineering was awarded the A/E contract by the COE in January 2000. They are out of St. Paul, Minnesota.)
- 2. It is the intent of the COE to advertise this segment simultaneously and separately from Stage VI-1. The anticipated schedule is to advertise in October, 2003, award in February, 2004, and start construction in April of 2004.
- 3. A conference call was held with the COE, LCRBDC, and RANI ENGINEERING on July 17th, 2002, to review final engineering decisions, real estate, utilities, and recreation for VI-2.
 - We received preliminary Real Estate drawings from the COE to review. We anticipate completing comments no later than December 6th, 2002.

STATUS (Stage VII) Northcote to Columbia:

- 1. The final contract with <u>Earth Tech</u> to do the A/E work for this stage/phase of construction was signed and submitted by the COE on December 21st, 1999.
- 2. We sent a letter to the COE on February 1st, 2000 with comments to their 75% submittal indicating a number of concerns and requesting another review opportunity prior to the 100% review. (ongoing)
 - The COE anticipates we should be getting the 100% drawings for review and comment no later than the end of 2002. (ongoing)

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

- 1. The A/E award was given to SEH (Short, Elliot & Henderson, Inc.)
 - This project is currently terminated due to funding constraints. We received the notice of 14-16 termination from the COE on December 23rd, 2002.
 - An email was sent to the COE on December 27th, 2002, requesting money spent on contract & what scope of work remained.

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

- 1. Project cost information
 - Current contract amount \$1,873,784.68
 - Original contract amount \$1,657,913.00
 - Amount overrun \$215,971 (13%)
- 2. The lift station at the Southwest corner of the existing levee that will handle interior drainage will be done as part of the Stage III remediation project. (see Stage III remediation in this report for details.)

Mitigation (Construction Portion) for "In Project" Lands:

- 1. Bids were opened on September 17th, 2002, and <u>Renewable Resources</u>, <u>Inc.</u> (from Barnesville, Georgia) is the successful bidder.
 - The government estimate is \$1,017,082 and the low bid came in at \$921, 103 (this is \$95,979 under the estimate).
 - The bid has been reviewed and the COE awarded this contract on September 30th, 2002, with a construction start scheduled for the Spring of 2003.
 - An e-mail was sent to the COE on October 23rd, 2002, questioning the scope of work changes when this project was re-bid. COE said earth work was eliminated as well as the 5 year O&M for the plantings. The O&M will be advertised under a separate contract. (refer to item #2)
- 2. We received a letter from the COE on May 14th, 2002, requesting that we make our 198 acres between Chase and Grant available for hydric soil to meet IDEM requirements.
 - LCRBDC currently is investigating other properties we own for hydric soils outside the line of flood protection.
- 3. A pre-construction meeting was held with the COE, LCRBDC, contractor, utilities, and the City of Gary on October 28th, 2002.

West Reach Pump Stations - Phase 1A:

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. Low bidder was Overstreet Construction. Notice to proceed was given on November 7th, 2000 - 700 work days to complete (Anticipated completion date is April 24th, 2003.)
 - Current contract amount \$4,810,825
 - Original contract amount \$4,638,400

 - Modification #7 to contract to extend the number of days to complete contract by 42 18-20 days from March 13th, 2003, to April 24th, 2003

Baring Pump Station

- 40% complete
- 2 pumps and motors are being installed (ongoing).
- Discharge box modification work is continuing.
- Standby pumps are installed and ready for operation if needed by HSD.
- Underground electric service duct bank has been installed.
- Sump pump is installed discharge piping needs adjustments.

Walnut Pump Station

- 57% complete
- 3 pumps have been rebuilt and are ready for testing. (These need new impellers.) New impellers have been delivered and once installed, they will be factory tested.
- Concrete discharge box is installed.
- Electric installation ongoing.
- Mechanical trash rack has been installed and tested by the factory representative.

S. Kennedy Pump Station

- 45% complete
- Pump #5 has been rebuilt and is being factory tested. A different impeller has been installed. Re-testing is almost complete.
- Concrete discharge box modifications are completed.
- New flap gates have been installed and part of the 8" discharge pipe has been removed.
- Mechanical trash rack removed. Pad for new hack has been modified and installed. Testing is scheduled soon. (Testing and training will take place once electric is installed.)
- A new motor control center has been set in place.

Hohman/Munster Pump Station

- 74% complete
- Electric installation 90% complete
- New ventilation ductwork has been installed.
- 2 additional pumps received have been installed (can be used as standbys)
- All new pumps and motors have been received and are in storage
- We received the last status report from the COE on December 30th, 2002

21-22

GENERAL:

FEMA RE-MAPPING:

- A second coordination meeting was held with the County Surveyors' Office and the affected communities on November 12th, 2002. FEMA has information gathering ongoing and anticipates completion within 2-3 years. (To re-map the floodplain.)
- A letter was sent to May King on November 13th, 2002, re-emphasizing the importance of completing Burr St. II construction to fulfill FEMA requirements to remove Gary from the floodplain.
- An article in the Post Tribune on December 17th, 2002, indicated acknowledgement from the City of Gary that Gary has not been removed from the flood plain by FEMA by rejecting a request to construct West of Burr St. & North of the Little Calumet River.

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West Reach Pump Stations - Phase 1B:

- 1. The two (2) pump stations included in this contract are S.E. Hessville (Hammond), and 81st St. (Highland). Overall contract work is completed.
 - A. A final inspection was held for both stations on September 18th, 2001. We received a letter that day listing key turnover items.
- 2. Thieneman Construction from Griffith, IN was the successful bidder.
 - Current contract amount \$2,120,730.12
 - Original contract amount \$1,963,400.00
 - Amount overrun \$157,330 (9%)
- 3. We received the last status report from the COE on November 27th, 2002.

North Fifth Avenue Pump Station:

- 1. The low bidder was Overstreet Construction
 - Current contract amount \$2,402,775.06
 - Original contract amount- \$2,387,500.00
 - Amount overrun \$152,75.06 (0.6%)
 - Project is currently 65% completed
 - Project completion date is May 7th, 2003.
 - Modification #5 to extend the number of days to complete contract from March 17th, 23-25 2003 to May 7th, 2003, due to union picketing.
 - Modification #6 to decrease the contract was received on December 18th, 2002. This 26-28 will reduce the contract by \$17,759.876 to delete the gantry crane & Hoist.
- 2. There are currently 10 pumps and all of these will be replaced with new and will be coordinated with the Town of Highland.
 - All pumps and motors have been delivered and are currently being stored on the job site. 21-22
- 3. We received the last status report from the COE on December 30th, 2002.
- 4. (4) pumps and motors have been removed.
 - Flap gates have been installed.
- 5. Exterior concrete work is complete, and the concrete for the South wet well and new trash rack are installed.
- 6. New mechanical trash rack has been delivered and is stored on site.
- 7. Demolition of old electrical continues and installation of new.
- 8. LCRBDC received a request from the Town of Highland on December 3rd, 2002, to pay 29-3^d for a pending re-location to accommodate electrical substation modifications. We will pay \$2,484 as a creditable re-location cost.

DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, IL 60606-7206

REPLY TO ATTENTION OF

DEC 1 8 2002

Technical Services Division Calumet Area Office

SUBJECT: Contract No. DACW23-95-C-0071

Local Flood Protection

Stage II, Phase 3B Levee Construction

Little Calumet River, Indiana

Transmittal of O&M Manuals and Checklist for Turnover

Mr. James E. Pokrajac Little Calumet River Basin Development Commission 6100 Southport Road Portage, IN 46368

Dear Mr. Pokrajac:

Enclosed are eight copies of the Operations and Maintenance Manual for Sluice Gates, Flap Gates, Pumps, and Portable Operators for the subject contract. As-Built drawings to follow.

A "Checklist for Turnover" that shows the status of key turnover items for the subject contract is attached. As shown on the checklist, all work has been completed on the Contract. Mr. Imad Samara will be coordinating with you on transfer of the completed project for your operation and maintenance.

If you have any questions, please contact Ven Garces at (219) 923-1763/4.

Thomas A. Deja, P.E.

Area Engineer

Sincerely,

Calumet Area Office

Enclosures

Local Flood Protection

Little Calumet River, Indiana

Contract Name: Stage II, Phase 3B

Contract No: DACW23-95-C-0071

CHECK LIST FOR TURNOVER

DATE	COR	SPONSOR
DATE	SIGN-OFF	SIGN-OFF
25 AUG 1999	EXOC	
18 DEC 2002	2806	JEB
	E) 20	Jego_
	2426	750
	CYX	JEB
18 DEC 2002	2906	JHP.
18 DEC 2002	2)X	JED.
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18 DEC 2002	2/2	
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U.S. Army Corps of Engineers Construction Representative

DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, CORPS OF ENGINEERS 111 NORTH CANAL STREET CHICAGO, IL 60606-7206

REPLY TO ATTENTION OF

DEC 1 8 2002

Technical Services Division Calumet Area Office

SUBJECT: Contract No. DACW23-95-C-0076

Local Flood Protection

Stage II, Phase 4 Levee Construction

Little Calumet River, Indiana

Transmittal of O&M Manuals and Checklist for Turnover

Mr. James E. Pokrajac Little Calumet River Basin Development Commission 6100 Southport Road Portage, IN 46368

Dear Mr. Pokrajac:

Enclosed are three copies of the Operations and Maintenance Manual for Sluice Gates, Flap Gates, Pumps, and Portable Operators for the subject contract. As-Built drawings to follow.

A "Checklist for Turnover" that shows the status of key turnover items for the subject contract is attached. As shown on the checklist, all work has been completed on the Contract. Mr. Imad Samara will be coordinating with you on transfer of the completed project for your operation and maintenance.

If you have any questions, please contact Ven Garces at (219) 923-1763/4.

Thomas A. Deja, P.E.

Area Engineer

Sincerely,

Calumet Area Office

Enclosures

North-West Engineering Co., Inc.

- Consulting Engineering -

504 Broadway - Suite 1028 - Gary, Indiana 46402

Phone: (219) 882-6856

Fax: (219) 882-6867

December 18, 2002

Greeley and Hansen 563 South Lake Street Gary, Indiana 46403

Attention:

Mr. Jay Niec

RE:

South Grant Street Improvement Project, Phase I Storm Sewers & Pump Station, DES No. 0090210

Your Change Request to COE

Dear Mr. Niec:

This morning I received a call from Khallid Maali of USCOE, Chicago Office (312/353-6400, Ext. 3046) in response to our several months of requests for final mylar tracings that were due by December 17, 2002. I was surprised to hear that the COE was not able to submit the mylars to us due to your recently submitted request for a change in the design to the access roadway to the station. We were never informed by you or the COE in our numerous conversations and correspondence of this request.

According to Mr. Maali, your request to raise the access roadway to the pump station by four feet will significantly effect the structural design of the pump station. He further stated that this will require them to go back to the drawing board and redesign the station. It is not known how long this process will take, and depending on the length of the delay may result in the loss of funding for the project. It has taken almost two years to complete the current pump station design.

In view of the time required to re-design the station, it is our suggestion that the requested change be deferred until after the current mylars are submitted for the entire project, to secure the necessary funding for the project. If we submit the project in December and funding is received, the project will be ready for bids to be received by April 2003. The requested change can still be worked on and submitted as either an addendum or a change order to the project, depending on the speed with which the COE completes the re-design.

We will be happy to discuss this matter with you so that your written response to the COE with a copy to our office will enable the project to proceed as soon as possible.

Very truly yours,

Aravind Muzumdar, P.E.,

President

AM/m

Roland Elvambuena, P.E., Gary City Engineer Otho Lyles, III, Pres. BSC James Meyers, GSD Attorney Spike Peller, GSD Director Imad Samara, USCOE, Chgo Khaalid Maali, USCOE, Chgo Dan Gardner, Ex. Dir., LCRBDC

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GREELEY AND HANSEN LLC

SOUTH BEND, INDIANA 105 East Jefferson Blvd., Suite 500 South Bend, IN 46601 PHONE: 219-246-8780 FAX: 219-246-8782

e-mail: jniec@greeley-hansen.com

TELECOPY FORM

DATE: December 10, 2002

NO. OF PAGES: 6 (Including this sheet)

TO:

Mr. Imad N. Sumara Department of the Army

Chicago District, Corps of Engineers

111 North Canal Street Chicago, ILL 60606-7206 Tel.: (312) 353-6400 Fax: (312) 353-2156

FROM: Jay H. Niec

SUBJECT: Little Calumet River, Grant Street Stage III Drainage Remediation Project and Marshalltown Pump Station

Dear Imad:

Attached for your review are the comments for the subject project.

If you have any questions, please call ----

Yours Very Truly

GREELEY AND HANSEN LLC

C: Mr. Thomas Deja, P.E. Fax: (219) 923-2957

Mr. Jim Pokrajac, Fax: (219) 762-1653

Mr. Roland Elvambuena, Fax: (219) 882-7371

Mr. Spike Peller, P.E., Fax: (219) 944-0723

Mr. James Meyer, Fax: (219) 939-3070

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December 6, 2002

Mr. Imad N. Samara, Project Engineer Department of the Army Chicago District, Corps of Engineers 111 North Canal Street Chicago, Illinois 60606-7206

Subject:

Little Calumet River, Stage III Drainage Remediation Project

Dear Mr. Samara:

We have reviewed the plans for the subject project. Please refer to the attached comments. The GSD has specific concerns regarding telemetry at each pump station and how it will interface with the GSD's "flood monitoring and warning system". Site accessibility is also a concern. Please specifically address these concerns and the comments attached hereto.

Thank you for the opportunity to review this project. Future requests for review should also be copied to Mr. Dean Button, P.B. of the White River Environmental Partnership.

Yours very truly,

Gary Sapitary District

Spike Peller, P.E., Director

Jhn/jhn

c: GSD Board of Commissioners

Mr. James B. Meyer, GSD Attorney

Mr. Dean Button, WREP

Mr. Don Smales, Greeley and Hansen

DEPARTMENT OF THE ARMY

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

DEC 1 7 2002

Technical Services Division
Calumet Area Office

SUBJECT: Contract No. DACW27-00-C-0015

Local Flood Protection

Little Calumet River, Indiana

Stage IV, Phase 1 South Levee Construction Transmittal of Final As-Built Drawings, O&M Manuals, and Checklist for Turnover

Mr. James E. Pokrajac Little Calumet River Basin Development Commission 6100 Southport Road Portage, IN 46368

Dear Mr. Pokrajac:

Enclosed are five copies of the Operations and Maintenance Manual for Sluice Gates, Flap Gates, and Portable Operators for the subject contract. Also enclosed are copies of the final As-Built drawings, including three large size paper sets, three half-size paper set, and one set of reproducible mylar drawings.

A "Checklist for Turnover" that shows the status of key turnover items for the subject contract is attached. As shown on the checklist, all work has been completed on the Contract. Mr. Imad Samara will be coordinating with you on transfer of the completed project for your operation and maintenance.

If you have any questions, please contact Douglas Anderson at (219) 923-1763/4.

Sincerely,

Thomas A. Deja P.E. Contracting Officer's Representative

Enclosures

Local Flood Protection Little Calumet River, Indiana

Contract Name: Stage IV, Phase 1 South
Contract No: DACW27-00-C-0015

CHECK LIST FOR TURNOVER

	DATE	COE SIGN-OFF	SPONSOR SIGN-OFF
COE Preliminary Inspection for Compliance with Contract Documents	15 OCT 2001	9.1%	
COE and Sponsor Final Inspection	15 OCT 2001	5000	750
Operational Pump Test and Pump Station Inspection	N/A		~ .
Operational Pump Test and Pump Station Inspection Results/Punchlist	N/A	-	
Instructional Meeting with Station Operators	N/A	<u> </u>	7
Turnover 5 Sets of Manufacturer's O&M Manuals For All Items To LCRBDC	18 DEC 2002	CJX	JED
Turnover Of Guarantees and Warrantees To LCRBDC	18 DEC 2002	EXX	JEP
Turnover All Spare Parts and Tools for All Items to LCRBDC	N/A	1	
Turnover 1 Set of Manufactures O&M Manuals for All Items to CELRC-PM-PM	18 DEC 2002	2951	
USACE Received Contractor's Set Of "Red Line" As-Built Drawings	21 NOV 2001	CYX	
 USACE Received Contractor's Final As-Built Drawing Submittal w/ CD-ROM and Reproducible Drawings 	17 APR 2002	2 821	
 Turnover 2 Full and 1 Half Size Hard Copy Sets, and 1 Full Size Reproducible Set of As-Built Drawings to LCRBDC 	18 DEC 2002	EJX	JED
Additional "Non-Contract" Items Requested by Local Community		<u>.</u>	
Punchlist Items to be Completed			
1. REPLACING GATE AT BLACK OAK ROAD.			
			

U.S. Army Corps of Engineers Construction Representative

DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, IL 60606-7206

REPLY TO ATTENTION OF

DEC 1 8 2002

Technical Services Division Calumet Area Office

SUBJECT: Contract No. DACW23-95-C-0073

Local Flood Protection

Stage IV, Phase 2A Levee Construction

Little Calumet River, Indiana

Transmittal of O&M Manuals for Turnover

Mr. James E. Pokrajac Little Calumet River Basin Development Commission 6100 Southport Road Portage, IN 46368

Dear Mr. Pokrajac:

Enclosed are five copies of the Operations and Maintenance Manuals for Sluice Gates, Flap Gates, Pumps, Pump Product Education, and Portable Operators for the subject contract. Also enclosed is one hand held programmer.

As-Built drawings are being held pending inclusion of "Fail-Safe" revisions for the transfer switch. This work will be accomplished under the Stage III Remediation contract.

If you have any questions, please contact Ed Karwatka at (219) 923-1763/4.

Thomas A. Deja, P.E.

Area Engineer

Sincerely,

Calumet Area Office

Enclosures

Local Flood Protection
Little Calumet River, Indiana
Contract Name: Stage II, Phase 4

Contract No: DACW23-95-C-0076

CHECK LIST FOR TURNOVER

	T) A (T) C	COE	SPONSOR
	DATE	SIGN-OFF	SIGN-OFF
	<u></u>		31014-011
COE Preliminary Inspection for Compliance with Contract Documents	25 AUG 1999	E)X	
COE and Sponsor Final Inspection	18 DEC 2002	2/2	<u> </u>
Operational Pump Test and Pump Station Inspection		292	1£0
Operational Pump Test and Pump Station Inspection Results/Punchlist	,	E950	<u>150</u>
Instructional Meeting with Station Operators		2/21	<u>JEP</u>
Turnover 3 Sets of Manufacturer's O&M Manuals For All Items To LCRBDC	18 DEC 2002	2926	∫ ξ ρ
Turnover Of Guarantees and Warrantees To LCRBDC	18 DEC 2002	2/2	JED
Turnover All Spare Parts and Tools for All Items to LCRBDC		292	J20
Turnover 1 Set of Manufactures O&M Manuals for All Items to CELRC-PM-PM	18 DEC 2002	E) 2	
USACE Received Contractor's Set Of "Red Line" As-Built Drawings	27 SEP 2001	Ey X	
USACE Received Contractor's Final As-Built Drawing Submittal and Reproducible Drawings	N/A		
 Turnover 2 Full and 1 Half Size Hard Copy Sets, and 1 Full Size Reproducible Set of As-Built Drawings to LCRBDC 			

Additional "Non-Contract" Items I	equested by Local Community	
· · · · · · · · · · · · · · · · · · ·		
Punchlist Items to be Completed		

U.S. Army Corps of Engineers Construction Representative

ABRAHAMSON & REED

ATTORNEYS AT LAW 200 RUSSELL STREET

HAROLD ABRAHAMSON KENNETH D. REED SCOTT R. BILSE JOHN P. REED HAMMOND, INDIANA 46320-1818

TELEPHONE
AREA CODE 219
937-1500
TELECOPIER
219-937-3174

December 23, 2002

Technical Services Section Division of Water Department of Natural Résources 402 West Washington Street Room W264 Îndianapolis, IN 46204-2641

and

Division of Hearings Natural Resources Commission 402 West Washington Street, Room W272 Indianapolis, IN 46204

In re: Little Calumet River Basin Commission Project

Dear Sirs:

I represent Woodmar Country Club, Inc., 1818 177th Street, Hammond, Indiana 46324. The legal title to the Club's real estate and improvements is held in Trust by Lake County Trust Company, Trustee, 2200 N. Main Street, Crown Point, IN 46307, Attention: Elaine Sievers, Trust Officer.

I enclose for your consideration a fully executed original (with several copies) of our "Petition(s) For (A) Public Hearing; And (B) Notification Of Action. The "Public Notice" of November 13, 2002, delivered to the Trustee, is annexed thereto as Exhibit "B".

We are requesting a preliminary Public Hearing, and that we be notified of any and all decisions and proceedings taken and had in the subject matter area.

The matter of the Little Calumet River Basin Project has been under consideration, insofar as it affects Woodmar Country Club, for approximately 20 years. This has had a very detrimental affect on our ability to maintain membership, or to recruit any members. The time for proposed construction, and the proposed takings involved, will put the golf course out of commission for a protracted period of time. The facility that will be left in the wake of the project will be wholly unsatisfactory. You really can't expect Members to pay dues for a golf course they can't use, and to maintain equity in a facility that will be devastated.

In sum, the "Flood Control Project" has been, and will continue to be, a cold, dead hand on our Club, its Membership, and its property.

Other than that, things are looking up, and I wish you all a Merry Christmas and Happy New Year.

Very truly yours,

Kenneth D. Reed

KDR:jf Enc.



DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, CORPS OF ENGINEERS 111 NORTH CANAL STREET, SUITE 600 CHICAGO, ILLINOIS 60606-7206

Contracting Office

December 23, 2002

EMAIL TRANSMISSION AND CERTIFIED MAIL (7000 0520 0013 4786 3882) - RETURN RECEIPT REQUESTED

Subject: Notice of Partial Contract Termination for Convenience, Contract DACW23-00-C-0005, Project Title: Little Calumet Stage VIII Levee

Short-Elliott – Hendrickson 3535 Vadnais Center Drive Attention: Mr. Jeff Davis St Paul, Minnesota 551110

Dear Mr. Davis,

The Chicago District is most appreciative for the work your company has provided on the subject contract. However, circumstances related to budgetary and priority changes have led us to conclude that it is in the best interest of the Government to issue this Termination for Convenience Notice. Accordingly, Contract No.DACW23-00-C-0005 is terminated, effective immediately, for the work not yet completed and accepted under the contract. Our records show that the terminated portion of work is for all items associated with the Pre-Final Submittal (100% BCOE) and the AE Final Submittal – refer to the Contract's Scope of Work for detailed work elements. This termination is being executed under the provisions set forth in FAR clause 52.249-7, "Termination (Fixed-Price Architect Engineer)."

You shall take the following steps:

- a. Stop all work, immediately notify any subcontractors, make no further shipments, and place no further orders relating to the contract, except for-
 - 1. The portion of work not terminated under the contract, if any;
 - 2. Work-in-process or other materials that you may wish to retain for your own account; or
- 3. Work-in-process that the Contracting Officer authorizes you to continue (A) for safety precautions, (B) to clear or avoid damage to equipment, (C) to avoid immediate complete spoilage of work-in-process having a definite commercial value, or (D) to prevent any other undue loss to the Government. (If you believe this authorization is necessary or advisable, immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.)
 - b. Keep adequate records of your compliance with paragraph (1) of this section showing the-
 - Date you received the Notice of Termination;
 - 2. Effective date of the termination; and
 - 3. Extent of completion of performance on the effective date.
- c. Furnish notice of termination to each immediate subcontractor and supplier that will be affected by this termination. In the notice-

Subject: Notice of Termination for Convenience for Contract DACW23-00-C-0005, Project Title: Little Calumet Stage VIII Levee

- 1. Specify your Government contract number;
- 2. State whether the contract has been terminated completely or partially;
- 3. Provide instructions to stop all work, make no further shipments, place no further orders, and terminate all subcontracts under the contract, subject to the exceptions in paragraph (b)(1) of this section;
 - 4. Provide instructions to submit any settlement proposal promptly; and
 - 5. Request that similar notices and instructions be given to its immediate subcontractors.
- d. Notify the Contracting Officer of all pending legal proceedings that are based on subcontracts or purchase orders under the contract, or in which a lien has been or may be placed against termination inventory to be reported to the Government. Also, promptly notify the Contracting Officer of any such proceedings that are filed after receipt of this Notice.
- e. Take any other action required by the Contracting Officer or under the Termination clause in the contract.
- f. Termination inventory. As instructed by the Contracting Officer, transfer title and deliver to the Government all termination inventory of the following types or classes, including subcontractor termination inventory that you have the right to take: <u>NONE</u>. To settle your proposal, it will be necessary to establish that all prime and subcontractor termination inventory has been properly accounted for. For detailed information, see Part 45 of the FAR –visit website at http://www.arnet.gov/far/loadmainre.html.
- g. Settlements with subcontractors. You remain liable to your subcontractors and suppliers for proposals arising because of the termination of their subcontracts or orders. You are requested to settle these settlement proposals as promptly as possible. For purposes of reimbursement by the Government, settlements will be governed by the provisions of Part 49 of the FAR.
- h. Completed end items. (1) Notify the Contracting Officer of the number of items completed under the contract and still on hand and arrange for their delivery or other disposal (see FAR Part 49.205). (2) invoice acceptable completed end items under the contract in the usual way and do not include them in the settlement proposal.
- i. Patents. If required by the contract, promptly forward the following to the Contracting Officer: (1) Disclosure of all inventions, discoveries, and patent applications made in the performance of the contract. (2) Instruments of license or assignment on all inventions, discoveries, and patent applications made in the performance of the contract.
- j. Employees affected. (1) If this termination, together with other outstanding terminations, will necessitate a significant reduction in your work force, you are urged to- (1) Promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that the Service can take timely action in assisting displaced workers; (2) Give affected employees maximum practical advance notice of the employment reduction and inform them of the facilities and services available to them through the local State Employment Service offices; (3) Advise affected employees to file applications with the State Employment Service to qualify for unemployment insurance, if necessary; (4) Inform officials of local unions having agreements with you of the impending reduction-in-force; and

Subject: Notice of Termination for Convenience for Contract DACW23-00-C-0005, Project Title: Little Calumet Stage VIII Levee

- (5) Inform the local Chamber of Commerce and other appropriate organizations which are prepared to offer practical assistance in finding employment for displaced workers of the impending reduction-inforce
- If practicable, urge subcontractors to take similar actions to those described in this paragraph.

k. Administrative. The Contracting Officer in charge of the termination settlement is Regina Blair, the undersigned. Enclosed for your information are the necessary settlement forms. Matters not covered by this notice should be brought to the attention of Ms. Blair at (312) 353-6400, Extension 1702.

Once again, we want to express our appreciation for your company's outstanding efforts while working on the subject contract.

Please acknowledge receipt of this notice as provided below and return one signed copy in the enclosed envelope.

Regina G. Blair
Contracting Officer
Chicago District, Corps of Engineers
111 North Canal Street, Suite 600
Contracting Division
Chicago, Illinois 60606-7206

The undersigned acknowledges 2002. One signed copy of this notion	receipt of a signed copy ce is returned.	of this notice on	,
(Name of Contractor)	<u>-</u>		
Ву			
(Name)			
(Title)			
(End of notice)			•

Acknowledgment of Notice

Sandy Mordus

To:

From: "Samara, Imad LRC" < Imad.Samara@Irc02.usace.army.mil>

"Sandy Mordus" <smordus@nirpc.org>; "Samara, Imad LRC"

<lmad.Samara@lrc02.usace.army.mil>

Cc: "Blair, Regina G LRC" <Regina.G.Blair@lrc02.usace.army.mil>

Sent: Monday, December 30, 2002 8:32 AM Subject: RE: SEH Stage VIII contract termination

Jim, good morning, I will furnish the information requested as soon as it becomes available. The design completion of stage VIII has been pushed at least 2 years. As you know the schedule is dependent on the state funding.

Reminder: today I work from home if you need to talk to me just let know.

Imad N Samara Project Manager 312-353-6400 Ext 1809

----Original Message----

From: Sandy Mordus [mailto:smordus@nirpc.org]
Sent: Friday, December 27, 2002 11:23 AM

To: Samara, Imad LRC **Cc:** Blair, Regina G

Subject: SEH Stage VIII contract termination

Imad:

Thank you for a copy of the "Notice of Partial Contract Termination for Convenience" for the services of SEH engineering for the Stage VIII levee contract. As we have discussed in the past, we concur with you that termination of this contract was in the best interest of the project. Will you please send me a final copy of this termination with the Information on how much money was spent, how much is remaining, and what scope of work they did not complete as part of their contract. I am most concerned with the utility portion of their work. In past communications with you and with SEH, it appeared that very little final information or costs were obtained. I know it is a little premature but what are your tentative plans in the future to finalize the design and complete contractual obligations to gather all necessary utility relocation information?

Jim Pokrajac

PUMP STA. IA. - MOD. #7

EXTENSION - UNION PICKETING

CALENDAR DAYS

2 5 NOV 2002

CELRC-TS-C-S (1180-1-1q)

MEMORANDUM FOR: See Distribution

MONED FROM MARCH 13, 2003 to

SUBJECT: Contract No. DACW27-01-C-0001

Pump Stations Rehabilitation, Phase IA

Hammond Sanitary Districts Little Calumet River, Indiana Modification No. A00007 - Executed

- 1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. A00007, under the subject contract.
- 2. Any questions concerning the enclosed items shall be directed to Mr. Tom Deja at (219) 923-1763 or 1764.

Enclosures

THOMAS A. DEJA,

Area Engineer

Calumet Area Office

Distribution:

CELRC-TS-C-C (Complete Mod. File)

CELRC-TS-C-S (Complete Mod. File)

CELRC-CT (Complete Mod. File)

CELRC-TS-C-S (Complete Mod. File) R. Smolar

CELRC-TS-C-S (Mod. Only) R. Craib

CELRC-TS-C-S (Mod. Only) Contract Binder

CELRC-PM-PM (Mod. Only) I. Samara

LCRBDC (Mod. Only) J. Pokrajac

AMENDMENT OF SOLICITATION/M	ODIFICATION OF C	ONTRACT	Construction		1 2
2. AMENDMENT/MODIFICATION NO. A00007	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCH W81G66930151	ASE REQ. NO.	5. PROJECT I	
6. ISSUED BY CODE		7. ADMINISTERED BY	(If other than item 6)	CODE	DACW23
CHICAGO DISTRICT 111 North Canal Street Suite 600 Chicago, IL 60606-7206		USAED, Chica Calumet Area 906 Griffith Griffith, IN	Office Boulevard		
8. NAME AND ADDRESS OF CONTRACTOR (No., Sire	eet, County, State and Zip Code	<u> </u>	9A. AMENOMEN	IT OF SOLICITA	TION NO.
Overstreet Electric Co., Inc. 4220 N. Davis Highway Bldg. F Pensacola, FL 32503		•	9B. DATED (S	EE ITEM 11)	 .
		••	10A. MODIFICA	TION OF CONTI	RACT/ORDER
·	•			-01-C-000	1 NA
	54 CH ITY 0005		10B. DATED (S	,	
11 THIS ITEM	FACILITY CODE APPLIES ONLY TO A	MENDMENTS OF S	05 Oct	2000	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO TRACT ORDER NO. IN ITEM 10A.	copies of the amendment includes a reference to the NATED FOR THE RECEIF is amendment you desire to the solicitation and the solicitati	ent; (b) By acknowledging a solicitations and amenon of OFFERS PRIOR of change an offer already his amendment, and is recommended to the CATIONS OF CONTRIBUTE CHANGES SET FOR	g receipt of this amer dment numbers. FAI TO THE HOUR AND submitted, such cha eceived prior to the o TRACTS/ORDEF ED IN ITEM 14.	ndment on each LURE OF YOU DATE SPEC ange may be in pening hour are	ch copy of the offer UR ACKNOWLEDG IFIED MAY RESUL nade by telegram or nd date specified.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS SET FORTH IN ITEM 1			·		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED	DINTO PURSUANT TO AUTH	ORITY OF:			
D. OTHER (Specify type of modification and authorit	y)				
E. IMPORTANT: Contractor is not,	X is required to sign this	document and return or	iginal and 3 co	pies to the iss	uing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION					
Contract for Pump Station Rel	abilitation, Pha	ase 1A at Littl	e Calumet Ri	ver, Indi	.ana.
Reference No. R00016					
SS016 Time Extension - Un	nion Picketing			•	
See Page 2.	•				
	•				
Except as provided herein, all terms and conditions of force and effect.	of the document referenced		<u> </u>	<u> </u>	nged and in full
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF		CER (Type	e or print)
Dow TEXAN VIEW PRESH	יאיל.	Thomas A. Deja Administrative	a, P.E. e Contracting) Officer	·
15B. CONTRACTOR/OPHEROR	15C, DATE SIGNED	168 UNITED STATES OF		1	16C. DATE SIGNED
fon mi	_ 11/20/07_	BY DY	D X	Mileja	2 5 NOV 20L
(Signature of person authorized to sign)		(Signature	of Contracting Officer)	BD FORM	

NSN 7540-61-152-8070 PREVIOUS EDITION UNUSABLE

PRESCRIBED BY GSA FAR (48 CFR) 53.243

MODIFICATION OF CONTRACT

DATE SIGNED

See Block 16C

PAGE OF PAGES

· Contract No:

DACW27-01-C-0001

Reference No. R00016

Modification No: A00007

Contractor: Contract Title: Overstreet Electric Co., Inc.

Pump Station Rehabilitation, Phase 1A

Location:

Little Calumet River, Indiana

14. DESCRIPTION OF MODIFICATION (Continued)

A. SCOPE OF WORK

SS016

Time Extension - Union Picketing

Extend the required contract completion date due to picketing by Local 41 of the International Brotherhood of Laborers from 8 June 2002 to 23 June 2002.

B. CHANGE IN CONTRACT SPECIFICATIONS

Section 800 - Paragraph 1, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK Subparagraph (a.) In the third line REVISE 856 as OF WORK Subparagraph (a.) In the third lin established by Modification A00006 to 898.

C. CHANGE IN CONTRACT PRICE

Total contract price is unchanged.

D. CHANGE IN CONTRACT TIME

The contract completion date shall be extended by 42 calendar days by reason of this modification. The contract completion date is RÉVISED from 13 March 2003 as established by Modification No. A00006 to 24 April 2003.

E. CLOSING STATEMENT

It is understood and agreed, that pursuant to the above, time for completion of the work is extended 42 calendar days from 13 March 2003, as established by Modification A00006, to 24 April 2003, and the total estimated contract amount remains UNCHANGED at \$4,810,824.79 as established by Modification A00006.

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor. its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the changes ordered herein, for all delays related thereto, and for performance of the changes within the time frame stated.

In accordance with the Special Contract Requirement Clause "CONTINUING CONTRACTS", funds are available only to the extent of specific amounts in formal notice to the Contractor. Funds available through and including this modification equal \$2,837,572.29.

Project Progress Update: 12-30-02

Pump Rehab 1B Contract C-0035 (Thieneman Const.)

Contract - 100% complete and closed.

Pump Rehab 1A Contract C-0001 (Overstreet Electric Co.)

Current contract completion date: April 24, 2003.

Baring Ave Pump Station - 40%+- Complete.

- 1. The SWP-1 pump and motor has been previously removed and installation of the new pump continues. There is a size/length problem associated with installation of the discharge pipe. The motor installation will be at a later date.
- 2. New sump pump has been installed. Discharge piping needs adjustments made to ensure a proper installation. Electrical connections have yet to be made.
- 3. Concrete discharge box modification and trash rack access area work continues.
- 4. Two standby pumps have been installed are ready for operation, by Hammond SD, if needed.

South Kennedy Ave Pump Station - 45%+- Complete.

- 1. Viking Engineering continues to resolve issues regarding pump performance of rebuilt pump #5. A different impeller has been installed to meet the contract's pump performance requirements. Factory re-testing of this pump is about complete. Viking Engineering, through Overstreet, requested the COE to wave the required NPSH test. The request has been reviewed by the COE designer and the information has been related to Overstreet.
- 2. New motor control center (MCC) was previously set in place. Demolition of old and installation of new electrical equipment is complete until a new pump and motor is completely installed.
- 3. The new mechanical trash was previously set in place. Testing/turnover and Hammond's "station operator training" will take place in the future.
- 4. No construction activity, at this station, this month.

Hohman/Munster Pump Station-74%+- Complete.

- 1. Startup/testing/turnover of the new SWP-1 and SWP-2 pumps and motors has been previously completed.
- 2. DWP-2 startup/testing was recently performed. Numerous adjustments need to be made prior to training and turnover to Hammond SD. Removal of DWP-1 will occur after DWP-2 is commissioned.
- 3. New ventilation ductwork is being installed.
- 4. The existing spiral stairway is being prepared for removal. New stairway will follow removal of old.
- 5. A new comminutor was recently delivered to the site. I discovered Overstreet ordered one that rotates in the wrong direction. A comminutor that rotates in the correct direction has been ordered.

Walnut Ave. Pump Station - 57%+- Complete.

- 1. Viking Engineering has removed and rebuilt three pumps (#1, #2, and #3). It has been determined that the incorrect impellers were previously installed. These impellers were removed and the correct impellers installed in order to meet the contracts pump performance requirements. Viking is preparing to factory test these pumps to ensure the specified performance criteria is achieved.
- 2. Concrete discharge box modification work is complete.

- 3. The old mechanical trash rack has been removed. Concrete modifications, to facilitate the installation of the new trash rack, are complete. A new mechanical trash rack has been installed and tested by the factory representative. Turnover of this equipment will not occur until all permanent electrical connections have been made and Hammond SD employees are trained in the operation of the trash rack.
- 4. Very little construction activity, at this station, this month.

North 5th Pump Station Rehab Contract C-0008 (Overstreet Engineering & Const.)

N.5th. Pump Station - 68%+- Complete. Current contract completion date: March 17, 2003.

- 1. Sub contractor "Piping Technologies" has previously removed various pumps & motors. New pump #1 and #2 have been installed. The drive shaft of pump #2 is not the proper size (too long). Another new drive shaft is expected to arrive shortly.
- 2. Discharge piping for pump #1 and #2 has been installed.
- 3. Exterior concrete work, above the discharge boxes is complete. Repairs have been made to the areas of concern mentioned by Highland SD.
- 4. New mechanical trash rack has been delivered and is stored on site.
- 5. Concrete reinforcement steel and forms continue to be installed in the inlet are of the south wet well. This concrete work is needed to facilitate the installation of the new mechanical trash rack.
- 6. Demolition of old and installation of new electrical equipment continues.
- 7. New electrical duct bank has been installed on the north side of this station (Credit Mod.). NIPSCO to upgrade their transformers soon.
- 8. No construction activity observed this month on installation of new ventilation ductwork.
- 9. Installation of new pump #6 and #7 has begun.
- 10. Sump pump #2 has been installed in the south wet well.

N. 5th Pump Station - mod.#5
 TIME EXTENSION - UNION PICKETING
 EXTEND 51 CALENDAR DAYS
 2 5 NOV 2002

· MOUED FROM MARCH 17, 2003 to

CELRC-TS-C-S (1180-1-1q)

MEMORANDUM FOR: See Distribution

SUBJECT: Contract No. DACW27-01-C-0008

Little Calumet River

North Fifth Avenue Pump Station Rehabilitation

. Lake County, Indiana

Modification No. A00005 - Executed

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. A00005, under the subject contract.

2. Any questions concerning the enclosed items shall be directed to

Mr. Tom Deja at (219) 923-1763 or 1764.

Enclosures

THOMAS A. DEJA, P.E.

Area Engineer

Calumet Area Office

Distribution:

CEERC-TS-C-C (Complete Mod. File)

CELRC-TS-C-S (Complete Mod. File)

CELRC-CT (Complete Mod. File)

CELRC-TS-C-S (Mod. Only) R. Craib

CELRC-TS-C-S (Mod. Only) Contract Binder

CELRC-PM-PM (Mod. Only) I. Samara

/LCRBDC (Mod. Only) J. Pokrajac

/				1. CON	ITRACT ID CO	JUE	PAGE OF PAGE
AMENDMENT OF SC	LICITATION/M	ODIFICATION OF CO	ONTRACT	Con	structi	on	1
·		3. EFFECTIVE DATE	4. REQUISITION/PURC			5, PROJECT I	NO. (If Applicab
AMENDMENT/MODIFICATION NO).	SEE BLOCK 16C	W81G66031150	055		<u> </u>	
A00005	CODE		7. ADMINISTERED BY	(If other tr	an item 6)	CODE	DACW23
CHICAGO DISTRICT 111 North Canal S Suite 600 Chicago, IL 60606	treet	• ,	USAED, Chica Calumet Area 906 Griffith Griffith, IN	a Offi h Boul	ce evard	• ,	·
-			<u> </u>	1 10	AMENDME	NT OF SOLICITA	ATION NO.
NAME AND ADDRESS OF CONTI	RACTOR (No., Str	eet, County, State and Zip Code	e)	"	- MAICIADIAIL		
Overstreet Engine	aring & Con	struction, Inc.					
4220 N. Davis High Pensacola, FL 325	hway Brog. 1	В		g	B. DATED (SEE ITEM 11)	
		•	•	 	DA. MODIFICA	TION OF CONT	RACT/ORDER
,							
		•		$ \mathbf{x} $	DACW27	-01-C-000	08 NA
						SEE ITEM 13)	
<u>-</u>		FACILITY CODE		─ ┐	21 Feb	2001	
DOE	A TUO ITEM	APPLIES ONLY TO A	MENDMENTS OF	SOLIC	ITATIONS	3	
The above numbered solic	TI. ITIS ITEM	THE PROPERTY OF THE PROPERTY O	hour and date enerifie	d for recei	pt of Offers	s exten	ded, 🔲 is not
By completing items 8 and 15 pmitted; or (c) By separate let MENT TO BE RECEIVED AT REJECTION OF YOUR OFFiter, provided each telegram or			PT OF OFFERS PRICE	OR TO TH	E HOUR AN	D DATE SPE	CIFIED MAY RE
ter, provided each telegram or 2. ACCOUNTING AND APPROPR	IATION DATA						
Contract Amount U	Inchanged	TO NODE	CATIONS OF CO	NTRAC	TS/ORDE	RS	•
13. T⊦	IIS ITEM APPL	IES ONLY TO MODIF	D NO AS DESCR	IRFD IN	ITEM 14	1	
<u>IT</u>	MODIFIES TH	E CONTRACT/ORDE	THE CHANGES SET F	FORTH IN I	TEM 14 ARE	MADE IN THE C	ON-
A. THIS CHANGE ORDER IS IN TRACT ORDER NO. IN ITE	SSUED PURSUANT T M 10A	TO: (Specify Authority)	1115 01241000 001				
TRACT ONDER NO. IN TE		A LIGHT TO BEEL ECT TH	E ADMINISTRATIVE CHA	NGES	(Such as o	hanges in paying	office,
B. THE ABOVE NUMBERED C	ONTRACT/ORDER IN SET FORTH IN ITEM	14, PURSUANT TO THE AUT	HORITY OF FAR 43.103(E	B).			
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MODIFICATION OF CONTRACT

DATE SIGNED

PAGE OF PAGES

Reference No. R00010

See Block 16C

Modification No: A00005

Overstreet Engineering & Construction, Inc.

Contractor: Contract Title: Location:

Contract No:

N. .5th Avenue Pump Station Little Calumet River, Indiana

14. DESCRIPTION OF MODIFICATION (Continued)

A. SCOPE OF WORK

SS010 .

Time Extention - Union Picketing

DACW27-01-C-0008

Extend the required contract completion date due to picketing by Local 41 of the International Brotherhood of Laborers from 29 May 2002 to 23 June 2002. #

B. CHANGE IN CONTRACT SPECIFICATIONS

Section 800 - Paragraph 1, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK Subparagraph (a.) In the third line REVISE 700 as established by the original contract to 751.

C. CHANGE IN CONTRACT PRICE

Total contract price is unchanged.

D. CHANGE IN CONTRACT TIME

The contract completion date shall be extended by 51 calendar days by reason of this modification. The contract completion date is REVISED from 17 March 2003 as established by the original contract to 07 May 2003.

E. CLOSING STATEMENT

It is understood and agreed, that pursuant to the above, time for completion of the work is extended 51 calendar days from 17 March 2003, as established by the original contract, to 07 May 2003, and the total estimated contract amount remains UNCHANGED at \$2,417,023.93 as established by Modification A00004.

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor, and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the changes ordered herein, for all delays related thereto, and for performance of the changes within the time frame stated.

In accordance with the Special Contract Requirement Clause "CONTINUING CONTRACTS", funds are available only to the extent of specific amounts in formal notice to the Contractor. Funds available through and including this modification equal \$1,933,034.93.

• N. 5th Pump Station - MOD. #6

• DECREASE TO TOTAL CONTRACT - DELETE

GANTET CRANE & HOIST - \$17,759.87

CELRC-TS-C-S (1180-1-1q)

MEMORANDUM FOR: See Distribution

OREVIOUS ODUTRACT PART - 2 A20,534.95

* DELETE THIS MUDICIPION = 11,159

SUBJECT:

Contract No. DACW27-01-C-0008

Little Calumet River

North Fifth Avenue Pump Station Rehabilitation

Lake County, Indiana

Modification No. A00006 - Executed

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. A00006, under the subject contract.

2. Any questions concerning the enclosed items shall be directed to

Mr. Robert Craib at (219) 923-1763 or 1764.

Enclosures

THOMAS A. DEJA, P.E.

Area Engineer

Calumet Area Office

Distribution:

CELRC-TS-C-S (Complete Mod. File)

CELRCTTTCTC (Complete Mod. File)

CELRC-CT (Complete Mod. File)

CELRC-TS-C-S (Mod. Only) R. Craib

CELRC-TS-C-S (Mod. Only) Project Binder

CELRC-PM-PM (Mod. Only) I. Samara

✓LCRBDC (Mod. Only) J. Pokrajac

DATE SIGN LD

PAGE OF PAGES

See Block 16C

3

MODIFICATION OF CONTRACT

DACW27-01-C-0008

Reference No. R00011

Contract No:

Modification No: A00006

Overstreet Engineering & Construction, Inc.

Contractor: Contract Title: Location:

N. 5th Avenue Pump Station Little Calumet River, Indiana

12. ACCOUNTING AND APPROPRIATION DATA (Continued)

APPROPRIATION	WORK ITEM		CONTRACT CHANGE
			-\$16,516.68
96-NA-X-3122-0000	0023XV		-\$1,243.19
96-NA-X-8862-0000	0023XW	Total	-\$17,759.87

14. DESCRIPTION OF MODIFICATION (Continued)

A. SCOPE OF WORK

SS011

FC-08.04 & FC-08.12

- 1.FC-08.04 to delete the Gantry Crane Item and associated 3 ton chain hoist.
- 2. FC-08.12 is the relocation of the new service entrance.

B. CHANGE IN CONTRACT DRAWINGS

FC-08.12 Contractor shall include all changes on the final As-Built drawings.

C. CHANGE IN CONTRACT SPECIFICATIONS

Specifications SECTION 01270 MEASUREMENT AND PAYMENT

- (1) Paragraph 1.1.14 New Portable Gantry, Chain Hoist and Support Structure (Bid Item 0017), DELETE "New Portable Gantry," from heading. REVISE to read: "1.1.14 New Chain Hoist and Support Structure (Bid Item 0017)."
- (2) Paragraph 1.1.14.1, From lines 2 and 3 DELETE "New Portable Gantry, Chain Hoists and Support Structure" and REPLACE with "New 1 Ton Chain Hoist and Support Structure"

Specification SECTION 14650 CHAIN HOIST

- (3) Paragraph 1.1 Submittals, DELETE "Portable Gantry; GA ED" from first submittal heading; DELETE "s and Gantry" from the second submittal heading; and DELETE "and gantry" from sentence number 2 of the second submittal paragraph.
- (4) Paragraph 2.2 ELECTRIC CHAIN HOIST, REVISED first sentence to read: "The Contractor shall furnish 1 electric motor driven chain hoist of 1 ton capacity with motorized trolley suspension." DELETE sentence number 3: "The trolley to be mounted on the portable gantry shall be suitable for operation on the gantry specified below in paragraph " PORTABLE GANTRY."
- (5) DELETE Paragraph 2.3 PORTABLE GANTRY

Specification SECTION 16415 ELECTRICAL WORK

- (1) Paragraph 3.2.1.7 Underground Service Duct Lines, REVISE third sentence to read: "Depending on the contour of the finished grade, the high-point may be at a terminal, a handhole, or between handholes."
- Paragrpah 3.3 Manholes, DELETE entire paragraph and title.

MODIFICATION OF CONTRACT

DATE SIGNED

See Block 16C

PAGE OF PAGES

Contract No:

DACW27-01-C-0008

Reference No. R00011

Modification No: A00006

Contractor:

Overstreet Engineering & Construction, Inc.

Contract Title: Location:

N. 5th Avenue Pump Station Little Calumet River, Indiana

D. CHANGE IN CONTRACT PRICE

Total contract price is decreased by -\$17,759.87.

Unit Price Changes

CLIN No.	DESCRIPTION	QUANTITY	CHANGE IN UNIT PRICE	CHANGE AMOUNT
0016	Electrical Work	1.00 LS	-\$9,965.30	-\$9,965.30
0017	New Portable Gantry, Chainhoists	1.00 Ls	-\$7,794.57	-\$7,794.57
1	and Support Structure			

Total Change Amount -\$17,759.87

E. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification. The Contract Completion date is 07 May 2003 as established by Modification No. A00005.

F. CLOSING STATEMENT

It is further understood and agreed that this modification constitutes compensation in full on behalf of the Contractor, and its subcontractors and suppliers, for all cost and markups directly or indirectly attributable to the changes ordered herein, for all delays related thereto, and for performance of the changes within the time frame stated. The total estimated amount of the contract is DECREASED \$17,759.87 from \$2,420,534.93 to \$2,402,775.06.

In accordance with the special contract clause "CONTINUING CONTRACTS", funds are available only to the extent of specific amounts of the continuing contracts clause and other contract clauses the sum of \$1,933,034.93 is reserved and available for payment.

· * * * * * 3* ...



TOWN OF HIGHLAND

Highland Municipal Building • 3333 Ridge Road

Highland, Indiana 46322

219-838-1080 • Fax 219-972-5097



Population 23,696

Incorporated in 1910

December 3, 2002

Mr. James E. Pokrajac Little Calumet River Basin Development Commission 6100 Southport Road Portage, IN 46368

RE: Request for Reimbursement Consideration 5th Street Storm Water Pump Station Highland, Indiana

Dear Mr. Pokrajac:

Reference is made to an on-site meeting at the 5th Street Storm Water Pump Station on November 7, 2002, attended by representatives from the U.S. Army Corps of Engineers (USACE), Overstreet Construction, NIPSCO, Austgen Electric, and the Town of Highland. The existing fence around the electrical transformer installation was the primary topic of conversation. NIPSCO representative, Mr. Darrell Navarro, indicated that the existing fence was not up to NEC Code Standards currently adopted by NIPSCO and was no longer a safe, protective enclosure. Additionally, the fenced enclosure needed to be expanded in the easterly direction to accommodate the new CT/PT cabinet to be installed by Austgen Electric as part of their subcontract work to Overstreet Construction.

Timetables for construction of the new primary service installation by NIPSCO and the secondary service by Austgen Electric were getting short because of the approaching winter season. In the interest of getting the fence replaced quickly and coordinated with the planned new electrical service construction, the Town agreed to replace the fence. At this point, the Town has received 3 quotes (copies enclosed), the lowest being from Hammond Fence in the amount of \$2,484.00, to replace the fence in accordance with NIPSCO standard specifications. The final location of the fence has been verbally approved by USACE's, Mr. Bob Craib. Mike Pipta, the Town's Water and Wastewater Superintendent, is currently coordinating the fence work with Overstreet Construction.

The Town is requesting reimbursement for the fence replacement as part of the Corps of Engineers Project to rehabilitate the 5th Street Pump Station. The Project is providing for replacement of the secondary electric service and relocation of the

TOWN COUNCIL

MARK HERAK
President

ROBERT HELMER
Vice-President

GEORGE GEORGEFF

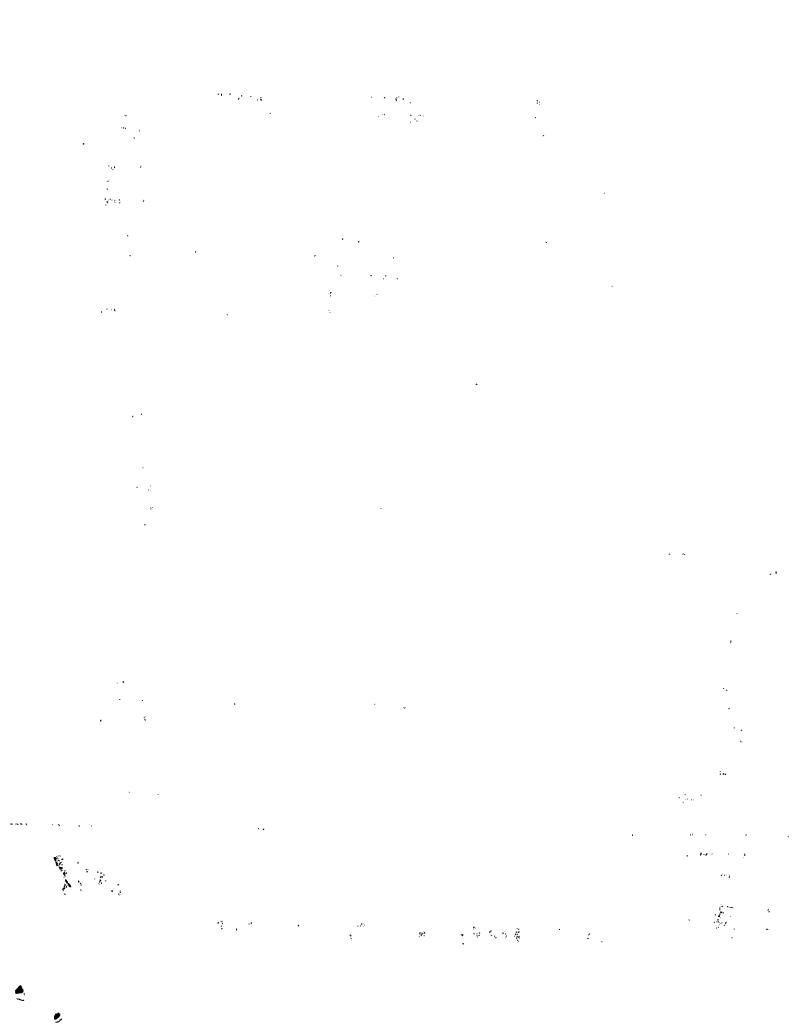
JOHN J. BOENDER

MICHAEL O'DONNELL

JOHN M. BACH Public Works Director

RHETT TAUBER
Attorney

CLERK - TREASURER
MICHAEL W. GRIFFIN



fence is directly related to providing a fenced enclosure around the secondary side CT/PT cabinet, while incorporating code-related working clearances. Your favorable consideration of this request would be greatly appreciated.

Sincerely,

ohn Bach

Director of Public Works

Cc: Mr. Imad Samara

Mr. Tom Deja

Mr. Mike Pipta

Mr. Jim Flora

Mr. Terry Hodnik

Z:\Corr\1038265989.doc

Used car dealer hopes council will veto BZA

He wants to set up dealership on Black Oak land where he grew up.

By Steve Patterson

Post-Tribune staff writer

GARY — It was denied by the city zoning board.

Approved by the city plan commission.

And now, the City Council must decide whether Frank Halcarz Jr. can sell used cars on



Halcarz

the Black Oak property where he grew up, at 3232 Burr St.

Halcarz, of Merrillville, has had unwavering support for the effort from neighbors liv-

ing near the property.

Many have regularly attended various city board meetings as the request to rezone the land has been heard.

He's cleaned up decades worth of scrap and junk that has littered the property, owned by his father, and has readied it for a used-car lot operation.

But Halcarz believes he's received a run-around of sorts from city officials, mainly because of years' worth of animosity between his father and city zoning administrator James Craig.

But Craig said he's against approving the plan because the property abuts the Little Calumet River and lies within its flood plain. In spite of completion of levee work there, meaning it won't flood again, federal officials haven't updated maps to reflect that.

As such, Craig said, he can't recommend approval.

Robert White, D-2nd, who is chairman of the council plan committee, said he will urge the council to vote against Halcarz's plan, because of Craig's ruling and the ruling of the BZA.

Halcarz said he and city residents, most from the Black Oak neighborhood, will attend tonight's meeting to ask that he be allowed to carry out a small business in an area that is dominated by such businesses.

He said he'll ask the council, like the plan commission, to give him a chance with a small business and overrule the opinion of Craig and the BZA.

Halcarz operated a small used-car lot on Ridge Road property he rented until 2001, when he said rent became too high. He's since taken steps to clean the land at 3232 Burr St., hoping to transfer his state license to that property.

Reach reporter Steve Patterson at 881-3148 or by e-mail at spatterson@post-trib.com.

CORY ACKNOWLEDGES FEMA HAS NOT REMOVED THESE LANDS FROM THE FLOODPLAIN. AGREEMENT BETWEEN THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION AND THE NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION FOR THE PROVISION OF GENERAL SERVICES

BY AGREEMENT MADE AND ENTERED INTO, on the date hereinafter written, by and between the NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION, hereinafter referred to as "NIRPC", and the Little Calumet River Basin Development Commission, hereinafter called the "LCRBDC", under the terms and conditions hereafter set forth, the following is hereby agreed:

- A. NIRPC shall provide the LCRBDC services and assistance as is required by the LCRBDC to carry out its purposes under its enabling statutes, ICS14-6-29.5-1 through 10, inclusive.
- B. NIRPC shall assign Daniel Gardner to serve part time (approximately 50% of total hours) in the capacity of Executive Director of the Little Calumet River Basin Development Commission and Sandra Mordus to serve full time in the capacity of Little Calumet River Basin Development Commission Operations Coordinator. NIRPC shall be compensated eight thousand four hundred (\$8,400) dollars per month for services provided by these two staff members. The amount is intended to cover salary, fringe benefit, space and utility costs. Should the need arise to replace either of these staff members during the course of the Agreement; it will be done with the mutual consent of both parties to this Agreement. Should either staff member receive a salary increase during the course of this agreement, the amount charged will be increased on a basis equivalent to the percentage salary increase.
- C. In conjunction with the above designated staff, NIRPC shall provide adequate office space and furnishing for their use and make available use of all common facilities within the overall NIRPC offices such as conference and meeting rooms, hallways, restrooms, etc; the provision of basic utilities such as gas, electric and water; and the provision of reception services including the answering of telephones and greeting of visitors.
- D. In addition to the above designated staff and space, NIRPC shall provide the LCRBDC with two additional 10' by 10' offices and one partitioned space for use by its employees, contractors or agents. For these staff spaces, the LCRBDC shall compensate NIRPC at the rate of eight hundred and forty (\$840) dollars per month. Should the LCRBDC

(\$8,000)

(\$800)

desire additional space, NIRPC will make it available at a mutually agreed to cost.

- E. NIRPC shall set the salaries for those employees working primarily for the LCRBDC at levels mutually agreed to by the LCRBDC and the NIRPC Executive Director.
- F. The Executive Director of the LCRBDC will continue to function as Chief Staff Officer for the LCRBDC and be responsible for the operational and administrative functioning thereof including, but not limited to, the following:
 - Attendance at all regular and special meetings of the LCRBDC.
 - The conduct and coordination of negotiations for the Local Cooperation Agreement with the Army Corps of Engineers and all necessary State, County and local sub-Agreements to cause the construction and ensure funding of the flood control/recreation project and breakwater project.
 - The negation, coordination and/or preparation of all Federal, State and local legislative contracts, hearings and presentations relative to the LCRBDC business.
 - The presentation and negotiation with local municipalities, park boards, highway departments and sanitary boards relating to needed items of cooperation for the flood control, recreation and marina projects along the Little Calumet River.
- G. NIRPC shall provide the following financial management assistance to the LCRBDC and shall be compensated for such service by the LCRBDC at the rate of six hundred fifty (\$650) dollars per month.
 - Aid the LCRBDC in preparation of its budget and provide accounting services for the receipt, investment and disbursal of its funds, all in accordance with applicable State Board of Accounts guidelines, statute, and guidelines set out by the Commission herein or otherwise.
 - 2. Deposit LCRBDC funds in the name of the LCRBDC and in depositories designated the LCRBDC.
 - 3. Disburse LCRBDC funds only upon authorization to do so by the LCRBDC and presentation of a State Board of Accounts standard claim form signed by at least two Commission members and approved by the LCRBDC at a regular or special meeting. Checks

#693)

- shall be drawn from an account in the LCRBDC's name and shall be signed by the Treasurer and one other officer.
- 4. Provide monthly financial reports and line item financial accounting of budgeted expenditures.
- 5. An increased amount will be negotiated should the LCRBDC establish a payroll and request NIRPC to administrator it.
- H. The LCRBDC and NIRPC shall work out arrangements for telephone service and equipment in a manner that is mutually agreeable and cost effective to both parties.
- 1. NIRPC shall make available use of its postage machine. Actual postage costs shall be billed to the LCRBDC.
- J. NIRPC shall make available to the LCRBDC the use of its copy machine. Use of this equipment will be billed at the rate of \$5.00 per month plus \$.06 per copy.
- K. NIRPC shall make available use of its facsimile machine. Use of this equipment shall be billed at the rate of \$5.00 per month.
- L. LCRBDC agrees not to install within the NIRPC offices telephone, copier, or facsimile equipment. Any furniture or other equipment installed shall be located within the spaces designated for the exclusive use of the LCRBDC.
- M. NIRPC shall make available the use of its graphics and printing equipment and personnel. Graphics, printing, and clerical time charges will be billed at twenty-six (\$26) dollars per hour. No per copy charge will be made. No charge will be made for bond paper or miscellaneous printing supplies. However, special order items will be billed as material costs. Such items include, but are not limited to, metal plates, envelopes, binders, labels and other specialty items for printing and graphic work.
- N. NIRPC may make available additional space or other services to the LCRBDC on a direct request basis. NIRPC shall bill the LCRBDC for such services on a basis that is mutually agreed to by the parties.
- O. NIRPC shall provide itemized monthly billings for services performed. Payment shall be due within thirty (30) days after billing.



P. This agreement shall be effective January 1, 2003 and shall terminate December 31, 2003. However, either party may terminate the agreement at an earlier date by providing written notice of intent at least sixty (60) days prior to an effective termination date, which shall coincide with the last day of a calendar month.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION	LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
By:	Ву:
James E. Ranfranz Executive Director	Chairman
ATTEST:	ATTEST:
Hugh Rhein Director of Administrative Services	Dan Gardner Executive Director

REQUESTED EXPLANATION OF NIRPC CONTRACT FIGURES

2003 LCRBDC MONTHLY SERVICE COST BREAKDOWN

50% Dan Gardner salary	3,035.33
100% Sandy Mordus salary	2,897.50
Monthly Cost of Dan & Sandy NIRPC bonus	149.50
Employer share of Dan & Sandy Health Insurance	1,405.00
Employer share of Dan & Sandy PERF	222.48
Employer share of Dan & Sandy FICA	453.86
Disability Insurance Cost for Dan & Sandy	85.00
Workers & Unemployment Tax for Dan & Sandy	45.00
All Other Costs*	<u> 106.33</u>
Total Monthly Basic Charge	8 ,\$ 00.00

*All Other Costs include:

An allowance for the following costs**	
Space Provision (Rent)	12,600
Gas, Electric, Water, Sewer (Utilities)	2,100
General purpose office supplies	2,000
Maintenance of computer equipment	3,750
Other equipment maintenance	4,000
Salary & Benefits for Receptionist	<u>2,000</u>
	26,450

^{**} Total monthly estimated NIRPC cost for these items

Notes:

The monthly allowance of \$206.33 and the monthly charge of \$840 for these items equal \$1,046.33. This is the monthly cost to the LCRBDC for non-personnel costs.

The \$1,046.33 total monthly charge for these items represents 3.9% of NIRPC's cost for the above identified items.

The monthly charge for postage, fax, copy machine and graphics/printing support are based on usage and are the direction of LCRBDC staff.

The monthly cost of salary & benefits for the assigned accountant is \$3,600. The \$650 monthly charge pays for 18% of this cost.

Health Insurance Costs

	2001	2002	2003	\$ Inc	%Inc
Dan	160	330	380	220	137.5%
Sandy	258	890	1025	767	297.3%
Total	418	1220	1405	987	236.1%

Summary: From the December 31of 2001 to January 01, of 2003, the health insurance costs increase by \$987per month. The total monthly increase of the basic service charge from 2001-2002 was \$500; and from 2002-2003 it was also \$500. The total monthly increase for the two years was \$1,000. This compares to a \$987 increase for health insurance alone for the same period.

Background: Until January 1, 2001, NIRPC was covered under the Lake County Health Insurance Plan. Essentially, NIRPC was forced out of this programs when Lake County officials decided to set exorbitant rates for continued participation. NIRPC conducted an extensive search for alternate insurance with private insurers. The best and least costly option was participation in the State-wide pool established for local governments. While this was substantially less than what it would have cost to stay in the Lake County Plan or to obtain insurance from an alternative vendor; it was subtantially more that what had been the cost previously under the Lake County Plan.

PRELIMINARY BOND RESOLUTION

WHEREAS, the Little Calumet River Basin Development Commission (the "Commission) has previously adopted a Resolution, dated November 29, 1995, which authorized the issuance of the Commission's Marina Revenue Bonds of 1995; and

WHEREAS, the Commission held a meeting to discuss the issuance of additional parity bonds to provide for improvements to the Portage Public Marina consisting of additional boat slips; now therefore,

BE IT RESOLVED that the Commission preliminarily determines to issue additional revenue bonds in the approximate amount of \$900,000.00 maturing over a period of not to exceed 20 years to provide funds for the construction of improvements consisting of additional slips to the Portage Public Marina.

BE IT FURTHER RESOLVED that this preliminary determination to issue revenue bonds is contingent upon the following:

- 1. The City of Portage (the "City") will, no later than the 10th day of each month, furnish the Commission a full accounting of all expenditures for the proceeding month.
- 2. No single item amount exceeding \$500.00 shall be approved by the City without the Commission's approval in writing.
- 3. The "order" of distribution of revenue derived from the Portage Public Marina will be as follows:
 - a. Payments for both outstanding revenue bonds will always be made out of the yearly marina revenues prior to the payment of any marina operational or capital expenses.
 - (i) If there is a shortfall revenue year and there is sufficient money to pay the two bonds, but there is not enough money to cover operation and maintenance expenses of the marina, the City will pay the shortfall in the marina operation and maintenance expenses as presently provided in the existing Interlocal Cooperation Agreement between the City and Commission
 - (ii) If there is a shortfall year where there is not even enough revenue to pay both revenue bonds.
 - (1) The second (newest) bond payment for the Commission will always be made "first" out of the existing revenue funds for that year;

- b. Revenue after the two (2) bond payments have been made, will go for operation and maintenance of the marina.
- c. Any surplus revenue after the bonds have been paid, and the operation and maintenance expenses have been covered, will go to the Commission to repay its original past expenditures as per the original agreement.
- 4. The final amount to be reimbursed to the Commission for cash contributions is (this amount is \$929,000 plus additional amount of ______ to be finalized within 30 days).
- 5. No work on parking lots or other construction within the NIPSCO R/W will be performed by the City without full and complete indemnification of the Commission with proof of liability insurance in the amount of the limits set by the Indiana Torts Claim Act.
- 6. After all revenue bonds are paid in full and the cash contribution from the Commission is reimbursed, the City may, subject to the laws and regulations pertaining to the transfer of State real property and the terms and provisions of the existing Interlocal Agreement, purchase the real estate owned and leased by the Commission for the Marina for no less than its fair market appraised value as of the date that above said debts and bonds have been paid in full.

BE IT FURTHER RESOLVED that, in the event the above contingencies are agreed to by the City, this matter shall be referred to the finance committee of the Commission for development of a Final Bond Resolution.

Resolved this 8th day of January, 2003.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

	Arlene Colvin, Chairperson
Attest:	•
Secretary	



City of Portage

Engineering Department 6070 Central Avenue. Portage, Indiana 46368 Telephone (219) 762-1815. Fax (219) 762-1484

December 11, 2002

Mr. Louis M. Casale 9223 Broadway, Suite A Cambridge Commons Merrillville, IN 46410

Subject:

Portage Public Marina Dock and Parking Lot Construction

Dear Mr. Casale:

The engineer's estimate for the above referenced project is \$980,000. This price includes construction of docks E, F, G, H and I including forty-two steel piles and the construction of a new parking lot on the south side of the marina. If you have any questions, feel free to contact me.

Very truly yours,

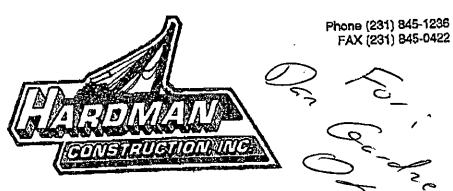
Child (MANDE)

Craig Hendrix, P.E. City Engineer

CH/ch

Pc: J. Smolar, Port Authority Chairman

242 South Brye Road Ludington, Michigan 49431



September 11, 2002

PORTAGE PUBLIC MARINA 1200 Marina Way Portage, IN 46368

Marina: 219-763-6833 Mobile Phone: 219-764-3774

219-764-9903 Fax:

Attention: John Smolar

Marina Expansion RE:

Portage, IN

HCI Estimate No. 01-155 - Revised

Hardman Construction, Inc. proposes to furnish labor, material and equipment to complete the following:

Install Floating Docks as outlined in the Master Site Plan dated 09/18/97, per the following clarifications - revised.

Price: \$ 859,000.00

Includes

- One Mobilization/Demobilization
- Design of Proposed Docks for Electrical Requirements
- Layout/Surveying of Proposed Docks
- Engineering for any Proposed Re-design/Revised Layout
- Furnish and Install Docks (E, F, G, H, I Approximately 83 Docks) (26 Docks @ 25' and 50 Docks @ 30' and 8 Docks @ 35')
- Furnish and Install 7 ½" o.d. x 0.30" Wall Thickness Piles 50 Total 2 @ 35" Docks and One @ 25' and 30' Docks.
- Furnish and Install PVC Caps and Covers for Piling
- Provide Electrical Hook-up to Owner Provided Transformer at Seawall/Gangway
- Provide All Water Hook-ups From Existing Seawall and Chlorinate/Disinfect
- Provide All Power Centers, Dock Boxes, and Cleats per Dock J & K
- Provide Gangways and Access Pads for All Five Docks To Be The Same As Dock J & K
- Bond
- Five Year Warranty on Docks and Yearly Inspections

ESTABLISHED 1979 EQUAL OPPORTUNITY EMPLOYER

Not Included

- Any On-shore Work (Electrical, Plumbing, Cable TV, Phone, Sanitary Sewer, Etc.)
- Permits (Any local, state or federal)
- Testing
- Inspection Services from Outside Engineering company
- Any Cable TV/Phone Hook-ups (On Shore of On Docks)

Qualifications

- All materials will be the same as dock J & K.
- Please note our price is based upon installing the docks as per the 09/18/97
 drawing. If dock layout is changed/revised, the contract price may change. Redesign cost is included in our bid, however we would require a contract price
 prior to performing on re-design/electrical sizing, as this will be done by an
 outside engineering firm.
- We have included a budget price of \$16,000.00 for engineering work to re-design the docks (if required), sizing of electrical services and layout/surveying.
- We have assumed that we will be able to use the existing boat ramp for access and material supply.
- Price is based upon contract award by December 6th, and if awarded docks can be manufactured by mid March, 2003. If docks are constructed by mid March, construction would be complete by late April, 2003 (approximately six weeks construction).
- Price is only valid if work is started in March and complete in April, 2003. Any delay in work will result in additional costs and thereby a change of contract price.
- Payment terms 90% monthly draws 10% retainage to be released within one months of project completion.

Very truly yours,

Todd M. Schrader, Engineer

HARDMAN CONSTRUCTION, INC.

TMS:jd

Proposals\01-155-Revised

CITY OF PORTAGE

Portage Marina Portage, Indiana

Comparative Statement of Receipts and Disbursements
For the Eight Months Through August 28, 2002 and
For the Twelve Months Ended December 31, 2001 and December 31, 2000

		hrough 28/2002		<u>2001</u>		2000
Operating Receipts						
Slip Rentals	\$	182,190	\$	199,817	\$	197,161
Transient Slips		7,915		5,040		7,900
Pump Outs		585		965		1,030
Ramp Fees		31,253		40,955		24,194
Ship Store		9,941		3,351		3,522
Sales Tax		387		135		136
Interest on Investments		462		1,418		2,145
Total Operating Receipts	\$	232,732	\$	251,681	\$	236,088
Operating Disbursements						
Salaries	\$	39,471	\$	53,233	\$	40,624
Supplies	4	21,416	Ψ	15,527	*	13,092
Utilities		24,168		34,261		34,293
Water		1,793		2,945		2,750
Garbage		1,616		2,411		2,147
Refunds		4,812		4,126		2.146
Operating and Maintenance		10,884		50,588		69,500
Equipment		4,019		18,235		891
Sales Tax		387		135		136
Total Operating Disbursements	\$	108,566	\$	181,461	\$	165,580
Net Operating Receipts	\$	124,166	\$	70,220	\$	70,508
Debt Service	\$	28,644	\$	57,288	5	57,288
Net Receipts	\$	95,522	\$	12,932	\$	13,220

CITY OF PORTAGE PORTAGE MARINA Portage, Indiana

Proforma Statement of Net Receipts

			Adjustm	ents		
Operating Receipts	<u>20</u>)0 1	Amount	Ref.	<u>Adjusted</u>	
Slip Rentals	\$ 19	99,817	139,375	(1)	\$ 339,192	
Transient Slips		5,040			5,040	
Pump Outs		965			965	
Ramp Fees	4	10,955			40,955	
Ship Store		3,486			3,486	
Interest on Investments		1,418			1,418	
Total Operating Receipts	\$ 25	51,681	\$ 139,375		\$ 391,056	•
Operating Disbursements						
Salaries	\$ 5	53,233	12,000	(2)	\$ 65,233	
Supplies	1	15,527	2,000	(2)	17,527	
Utilities	3	34,261	20,000	(2)	54,261	
Water		2,945	2,000	(2)	4,945	
Garbage		2,411	2,400	(2)	4,811	
Refunds		4,126			4,126	
Operating and Maintenance		50,588	(9,308)	(2), (3)	41,280	
Equipment	7	18,235	(16,886)	(4)	1,349	
Sales Tax		135			135	•
Total Operating Disbursements	\$ 12	31,461	\$ 12,206		\$ 193,667	
Net Operating Receipts	\$ 7	70,220	\$ 127,169		\$ 197,389	,
Other Disbursements						
Current Debt Service	9 5	7,288			\$ 57,288	Coverage
Maximum Debt Service			99,988	(5)	99,988	125.50%
Replacement of Equipment			2,000	(6)	2,000	
Total Other Disbursements	\$ 5	57,288	\$ 101,988		\$ 159,276	•
Net Receipts	\$ 1	12,932	\$ 25,181		\$ 38,113	;

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CITY OF PORTAGE

Portage Marina Portage, Indiana

Detail of Adjustments

(1)

To adjust "Slip Rentals" to allow for 97 new slips to be built. Estimated income from the new slips are 57 slips at \$1,675 each and 40 slips at \$1,305 each. The marina will lose \$8,300 due to the loss of slips to make room for the new slips.

Number Rent Estimated	,
of Silps Amount Income	
57 \$ 1,675 \$ 95,475	5
40 1,305 52,200	Ó
\$ 147,675	5
Reduced rentals due to loss of slips (8,300	0)
Adjustment \$ 139,375	5

(2)

To adjust "Disbursements" to allow for estimated expenses due to operating and maintaining the new slips.

Salaries	\$ 12,000
Supplies	2,000
Utilities	20,000
Water	2,000
Garbage	2,400
Operating and Maintenance	6,000
Adjustment	\$ 44,400

(3)

To adjust "Operating and Maintenance Expense" for expenditures from the Marina Fund that should have been paid by Port Authority Fund. The Marina will get reimbursed the money from the correct fund.

Adjustment \$ (15,308)

(4)

To adjust "Equipment" to reduce expenditures from Proforma for the purchase of a new truck and new lawn equipment that the Marina purchased in 2001.

Equipment	Cost
Truck Cost	\$ (15,500)
Lawn Equipment	(1,386)
Adjustment	\$ (16,886)

(5)

To adjust for Proposed Debt Service for the current project. The proposed bond amount is \$1,000,000 to be paid back over 15 years at an interest rate of 5.25% (See Exhibit D).

Maximum Debt Service \$ 99,988

· ^ /A

CITY OF PORTAGE Portage Marina

Portage, Indiana

Detail of Adjustments

(6)

To adjust for the "Replacement of Equipment" for annual provision for replacements.

Adjustment

2,000

CITY OF PORTAGE Portage Marina Portage, Indiana

Proposed Debt Service Schedule Marina Revenue Bonds of 2002 Dated Date: December 1, 2002

					·· Period		Fiscal		
<u>Date</u>]	Principal	Rate	<u>Interest</u>		<u>Total</u>		Total	
4/1/2003				\$ 17,500.00	\$	17,500.00			
10/1/2003	\$	50,000	5.25%	26,250.00		76,250.00	\$	93,750.00	
4/1/2004	•	•		24,937.50		24,937.50		•	
10/1/2004		45,000	5.25%	24,937.50		69,937.50		94,875.00	
4/1/2005		•		23,756.25		23,756.25			
10/1/2005		50,000	5.25%	23,756.25		73,756.25		97,512.50	
4/1/2006				22,443.75		22,443.75			
10/1/2006		50,000	5.25%	22,443.75		72,443.75		94,887.50	
4/1/2007		ŕ		21,131.25		21,131.25			
10/1/2007		55,000	5.25%	21,131.25		76,131.25		97,262.50	
4/1/2008				19,687.50		19,687.50			
10/1/2008		60,000	5.25%	19,687.50		79,687.50		99,375.00	
4/1/2009	,			18,112.50		18,112.50			
10/1/2009		60,000	5.25%	18,112.50		78,112.50		96,225.00	
4/1/2010				16,537.50		16,537.50			
10/1/2010		65,000	5.25%	16,537.50		81,537.50		98,075.00	
4/1/2011				14,831.25		14,831.25			
10/1/2011		70,000	5.25%	14,831.25		84,831.25		99,662.50	
4/1/2012				12,993.75		12,993.75			
10/1/2012		70,000	3.25%	12,993.75		82,993.75		95,987.50	
4/1/2013				11,156.25		11,156.25			
10/1/2013		75,000	5.25%	11,156.25		86,156.25		97,312.50	
4/1/2014				9,187.50		9,187.50			
10/1/2014		80,000	5.25%	9,187.50		89,187.50		98,375.00	
4/1/2015				7,087 .50		7,087.50			
10/1/2015		85,000	5.25%	7,087 .50		92,087.50		99,175.00	
4/1/2016				4,856.25		4,856.25		,	
10/1/2016		90,000	5.25%	4,856.25		94,856.25		99,712.50	
4/1/2017				2,493.75		2,493.75			
10/1/2017		95,000	5.25%	 2,493.75	,	97,493.75		99,987.50	
Total	\$	1,000,000	_	\$ 462,175.00	\$	1,462,175.00	\$	1,462,175.00	

CITY OF PORTAGE

Portage Marina Portage, Indiana

Estimated Statement of Sources and Uses of Funds

Sources of Funds

Marina Revenue Bonds of 2002	· <u>\$</u>	1,000,000 *
Total	\$	1,000,000
Uses of Funds		
Project Costs	\$	960,000
Bond Discount Bond Issuance Costs		5,000 30,000
Other		5,000
Total Uses of Funds	\$	1,000,000

^{*} Estimated, subject to change

DEC-19-02 4:06PM; 219 736 4267

PAGE 2/3 P.01/02

· Bank One, NA 8585 Broadway, Suite 201 Metrillville, IN 46410



December 19, 2002

Little Calumet River Basin Development Commission c/o Mr. Louis M. Casale, Attorney Casale, Woodward & Buls, LLP 9223 Broadway, Suite A Merrillville, IN 46410

VIA FAX REVISED

Dear Mr. Casale,

Bank One is pleased to inform you that the financing of your \$1,000,000 Revenue Bond has been approved. Provided below are the general terms and conditions of the loan. This letter is intended as an outline and does not purport to summarize all of the terms, conditions, and other provisions to be mutually agreed upon and contained in definitive loan documents.

BORROWER:

Little Calumet River Basin Development Commission (the "Borrower")

BANK:

Bank One, N.A. (the "Bank")

FACILITY:

\$1,000,000 Revenue Bond for the development of Phase III of the Portage

Marina.

RATE:

Option 1: Without the City of Portage's Unconditional Guarantee 5.25% Fixed for five years. The rate will adjust after year five and year ten to .125% over the Five Year Treasury with a ceiling of 12%, Maximum rate adjustment shall be no more than 1% above/below current rate at time of rate change.

Option 2: With the City of Portage's Unconditional Guarantee 4.25% Fixed for five years. The rate will adjust after year five and year ten to .5% under the Five Year Treasury with a ceiling of 9%. Maximum rate adjustment shall be no more than 1% above/below current rate at time of rate change.

MATURITY:

October 1, 2017 (Subject to change based on date of funding.)

REPAYMENT SCHEDULE:

Semi-Annual Interest Payments and Annual Principal Payment.

FEES:

14% of Total Loan Amount (\$5,000.00) to be paid at closing.

COLLATERAL:

Pledge of the Net Revenues associated with the project.

LOAN COVENANTS:

None.

SENT BY: CASALE, WOODWARD & BULS, LLP ; 219 736 9991;

DEC-19-02 4:06PM; 219 736 4267

PAGE 3/3 P. 02/02

Page 2 Little Calumet River Basin Development Commission Commitment Letter

PREPAYMENT:

Prepayment of any principal amounts accruing interest at a fixed rate

will be subject to a prepayment premium based on the cost of

redeploying the amount prepaid at a per annum rate of interest equal to the average yield to maturity of United States Treasury Securities of

a comparable maturity.

SERVICING

REQUIREMENTS:

Bi-annual audited financial statement of the Borrower and

Annual Income Statement for the Portage Marina.

ACCEPTANCE

OF COMMITMENT:

Required on or before January 15, 2003.

On behalf of Bank One, I thank you for the opportunity to provide this financing commitment for the Little Calumet River Basin Development Commission and look forward to the continued opportunity to make a difference for your organization. If you have questions or need additional information, please feel free to call Aaron Vagelatos at 738-4368 or me.

Sincerely.

Jill & Hasiak, VP Public Banking Division

738-4361

Dock bids opened at Portage Port Authority meeting of 12/31/02

- 1. Hardman Construction Inc. \$828,500
- 2. Ellas Construction \$890,007
- 3. Engineered Companies \$1,077,856

Note: Bids were taken under advisement. Bids were reviewed preliminarily by City attorney and appeared to all be responsive in form.

Honorable Earl Harris Indiana State Representative House Post Office Indianapolis, Indiana 46204

Dear Earl:

I hope your holidays were happy ones and the upcoming session is a productive one. I am writing you to follow up our conversation before the holidays regarding funding support for continuation of the critically needed flood control project along the Little Calumet River, particularly along Burr Street in Gary. As you have been informed by the Little Calumet River Basin Development Commission members and staff, the State Budget Agency has frozen access to \$2.5 million of 2001-03 Build Indiana Funds and further refused to pay for the Burr Street levee portion of the project, citing it is a "betterment" from the Corps of Engineers basic protection. The problem is that the "basic protection" does not provide for full economic redevelopment and equal level of protection (a flood levee) with other areas along the river. As this section is in your district, we seek your active assistance in doing three things:

(1) Speaking to the Budget Agency and getting relief from this unfair restriction to Gary and your district regarding the use of State funds for Burr Street levee;

(2) Securing access to the previously appropriated yet unallocated \$2.5 million used to address part of the State deficit situation for continuation of flood control construction in your district; and

(3) Appropriating as much new money in this budget as is possible. As you are aware, the Federal money appropriated by Congress through the efforts of Congressman Visclosky and supported by Senators Lugar and Bayh, in the amount of some \$21 million is awaiting State match monies. (A copy of the Commission's request based upon the Federal available funds is enclosed.) A minimum of \$2-3 million is critical to remaining in compliance with the Federal contract.

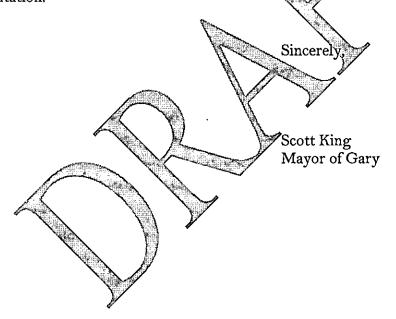
. "

Representative Earl Harris January 8, 2003 Page 2

A final point, Congressman Visclosky has expressed that the Indiana Harbor Ship Canal Project, another Corps project in your district and of major benefit to East Chicago and all of northwest Indiana, is negatively impacted by inability to complete the Little Calumet River flood control project in a timely manner due to lack of State funding to match available yearly Federal appropriations.

I ask your personal commitment to funding this need four support in the past has been the critical factor in procuring Little Calumet River funding and I am trusting in your efforts in this session.

Please work with Arlene Colvin, my Chief of Staff and an officer of the Little Calumet River Basin Development Commission, and Dan Gardner, the Executive Director of the Commission, to provide you support in any hearings or to submit additional documentation.





Little Calumet River Basin Development Commission

WORK STUDY SESSION 8 January 2003

ENVIRONMENTAL COMMITTEE Dr. Mark Reshkin, Chairperson

1.) Hobart Marsh Update:

Attached is an update of the recent actions on all the 14 Hobart Marsh properties. Dr. Kim, our first acquisition, has verbally rejected the offer and is considering a counter-offer after he discusses it with his co-owners. Trust for Public Land will make its first contact on 01/07/03.

MITIGATION - HOBART MARSH UPDATE DC LIST (as of 01/07/03)

<u>DC #</u>	OWNER / UPDATE
M-1	Howard Hee Han Kim, et. al Offer mailed 11-26-02. Spoke with Dr. Kim 12/27/02. Refused offer. He suggested a possible counter-offer. He will speak with his co-owners. We called back 1/2/03, 1/3/03, 1/06/03, 01/07/03, 01/08/03. NA. No answering machine.
M-2	Lake County Trust #1935 (Nozrik) Appraisal re-assigned to O'Toole 01/03/02 (appraiser needs six weeks). Appraisa will be submitted 2/15/03.
M-3	Barbara Fadell Packet of info to TPL 11/14/02. Spoke with TPL 01/06/03. TPL has not contacted Mrs. Fadell yet. Will begin on 01/07/03. Called Mrs. Fadell on 01/06/03 to expect TPL.
M-4	Milan and Violette Bundalo Appraisal packet assigned 01/06/03 to appraiser O'Toole.
M-5	Norman & Lorraine Berndt Verbal refusal. R/E appraisal refusal form of 11/5/02 not returned. Follow-up letter 12/5/02. No response as of 01/06/03.
M-6	Norman & Loraine Berndt Verbal refusal. R/E appraisal refusal form of 11/05/02 not returned. Follow-up letter 12/5/02. No response as of 01/06/-03.
M-7	Ralph (deceased) & Betty Julian Property in estate. Meeting with attorney 12/10/02. Three siblings. Daughter would like to preserve property. Doesn't know how siblings think.
M-8	George Froman Owner refused (written) offer to appraise the land 11/28/02.
M-9	Kathryn Price (deceased) Spoke with son Allen Price on 12/19/02. Verbal approval for appraisal. Mailed R/E form letter on 12/31/02. Received permission 01/07/02. Assigned appraisal 01/07/02 to appraiser O'Toole. Appraiser needs six weeks.

HOBART MARSH UPDATE 01//07/03 PAGE 2

DC # OWNER / UPDATE

- M-10 Morris Mueller (was New Bethel Church)
 Church sold property to new owner Morris Mueller. Property up for sale with
 Real Estate Agent Rick Jolliff of Coldwell Banker for \$165,000 for 15.25 acres.
 Spoke with Mr. Jolliff on 1/3/03. Owner "may or may not consider anything
 less," but if "offer is too low then conversation is over." Owner has plans to build
 a possible subdivision of 15 one acre lots with septics. Sent him the appraisal R/E
 anyway. He'll forward it to his seller.
- M-11 New tracts.

 Received new information on 12/26/02. Need to research.
- M-12 Sarah Dorman Bailey (successor) (Hayward Land Company)

 Mr. Bailey and company controller came to LCRBDC office to discuss

 R/E for an appraisal on 12/05/02. They will speak with other owners and respond.

 They might consider selling other large acre parcels, but "price must be right."
- M-13 Robert Chorak and Gladys Crossk
 Title work confusing for correct legal description. More research needed.
- M-14 Sarah Dorman Bailey (successor) (Hayward Land Company)

 Mr. Bailey and company controller came to LCRBDC office to discuss

 R/E for an appraisal on 12/05/02. They will speak with other owners and respond. They might consider selling other large acre parcels, but "price must be right."

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ENGINEERING SERVICES AGREEMENT

THIS CONTRACT is made and entered into as of the

day of September, 1991, by and between THE

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION, of Lake

County, Indiana, (hereinafter referred to as the

"COMMISSION"), and R.W. ARMSTRONG ASSOCIATES, INC. located
at 8300 Broadway, Merrillville, IN 46410, (hereinafter referred to as "ENGINEER").

WITNESSETH:

WHEREAS, the COMMISSION desires to retain the ENGINEER to provide to said COMMISSION advisory and monitoring services as requested on an as needed basis by said COMMISSION; and,

WHEREAS, the ENGINEER has agreed to provide such professional services for the compensation provided herein;

NOW, THEREFORE, the COMMISSION and ENGINEER, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

ARTICLE 1

SCOPE OF SERVICES AND COMPENSATION

- (A) ENGINEER, as an Independent Contractor and Professional Consultant in its relationship with the COMMISSION, shall perform such engineering, advisory, construction monitoring and other services as requested of it by the COMMISSION or it's executive director, said services to be required from time to time at the COMMISSION'S discretion.
- (B) The COMMISSION shall compensate the ENGINEER for its services rendered in accordance with the hourly billing rates attached hereto and marked Exhibit "A" during the term of this Agreement.

ARTICLE II PAYMENTS TO ENGINEER

- (A) Payments on account of ENGINEER'S services shall be made on a monthly basis pursuant to billings made by the ENGINEER on properly executed Indiana State Board of Accounts approved claim forms, said forms shall be furnished by the COMMISSION to the ENGINEER upon request, for all work satisfactorily completed by the ENGINEER on behalf of the COMMISSION.
- (B) The COMMISSION reserves the right to correct any error that may be discovered in any invoice that may have been paid to ENGINEER and to adjust the same to meet the requirements of this Agreement.
- (C) Following approval of invoices, the CONMISSION will endeavor to pay ENGINEER promptly; however, under no circumstances shall ENGINEER be entitled to receive interest on amounts due.

ARTICLE III

(A) In connection with the work outlined in this Agreement it is agreed and fully understood by ENGINEER that COMMISSION may cancel or indefinitely suspend further work hereunder or terminate this Agraement upon seven (7) days written notice to the ENGINEER with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease. ENGINEER shall invoice the COMMISSION for all work performed at COMMISSION'S direction and shall be compensated in ac cordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, maps, cross sections and other data, design and work related to the services provided under this Agreement shall become the property of the COMMISSION upon termination of this

Agreement and shall be promptly delivered to the COMMISSION in a reasonably organized form without restriction on further use. ENGINEER may deliver copies in lieu of original documents. Should the COMMISSION subsequently contract with a new ENGINEER for continuation of services, ENGINEER shall cooperate in providing information and shall be released and saved harmless by the COMMISSION from any acts of neg ligence on the part of others in use of said data. (B) Nothing contained herein shall require the COMMISSION to pay for any work which is unsatisfactory as determined by it or which is not submitted in compliance with the terms of this Agreement. The COMMISSION shall not be required to make any payments to the ENGINEER when the ENGINEER is in default under this Agreement, nor shall anything in this Agreement constitute a waiver of any right, in law or in equity which the COMMISSION may have if the ENGINEER is in default, including the right to bring legal action for damages with costs and attorney's fees to the COMMISSION.

ARTICLE IV OWNERSHIP OF DOCUMENTS

All ENGINEER'S design and work product under this Agreement including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies and other documents, completed or partially completed shall be the property of the COMMISSION to be used as the COMMISSION desires, without restriction; and ENGINEER specifically waives and releases any proprietary rights or ownership claims therein. ENGINEER is hereby relieved of liability in any way connected with any future use of said documents by the COMMISSION, and COMMISSION hereby agrees that any use of any unsealed or partially completed documents shall be at its sole risk and hereby agrees to

release ENGINEER from any liability associated with COMMISSION'S use or ownership of said documents.

RESPONSIBILITY FOR WORK: INDEMNIFICATION AND INSURANCE

- (A) Approval by the COMMISSION shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors agents and consultants for the accuracy and competency of ENGINEER'S work pursuant to this Agreement; nor shall such approval be deemed to be an assumption of such responsibility by the COMMISSION for any defect, error or omission in said work. In this regard, ENGINEER shall indemnify the COMMISSION for damages resulting from such defects, errors or omissions.
- (B) ENGINEER shall indemnify, hold harmless and defend the COMMISSION, its officers, agents and employees from any loss, damage, liability or expense, including reasonable attorneys fees, on account of damage to property and injuries including death, to all persons including employees of ENGINEER or any associate consultant, which may arise from any errors, omissions or negligent acts on the part of the ENGINEER, its employees, agents, consultants or sub contractors, in performance of this Agreement, or any breach of any obligation under this Agreement.
- (C) ENGINEER, at ENGINEER'S sole cost, shall purchase and maintain the following minimum insurance coverage during the term of this Agreement:
 - (1) Worker's Compensation coverage as required by law.
 - (2) Comprehensive General Liability Insurance covering, but not limited to, the liability for injury or death of COMMISSION'S employees and third Parties, extended to included personal injury coverage, and for damage to COMMISSION'S existing property and property of third parties,

with the minimum limits for each injury of \$300,000.00 and each occurrence of \$1,000,000.00.

(3) Where ENGINEER intends to use motor vehicle at the job site, Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with the minimum limits of \$300,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and property damage.

ARTICLE VI

ASSIGNMENT

The Parties each hereby bind themselves, their successors, assignees and legal representatives to each other with respect to the terms of this Agreement.

Engineer shall not assign, sublet or transfer any interest in this Agreement without prior written authorization of the Commission, except as specifically provided herein.

ARTICLE VII

COMPLIANCE WITH LAWS, ORDINANCES, ETC.

(A) The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State Laws and Ordinances, as amended, and with all applicable rules and regulations promulgated by all local, State and National boards, bureaus and agencies. ENGINEER shall further obtain all permits and licenses required in the preparation of the work contracted for or requested pursuant to this Agreement.

ARTICLE VIII

ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICE

(A) This Agreement shall be enforceable in Lake
County, Indiana if legal action is necessary by either
Party with respect to the enforcement of any or all
of the terms or conditions herein.

(B) All notices and correspondence to the COMMISSION by the ENGINEER shall be mailed or delivered as follows:

THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENTION: DAN GARDNER 8149 KENNEDY AVENUE HIGHLAND, INDIANA 46322

(C) All notices and correspondence from the GOMMISSION to the ENGINEER shall be mailed and delivered to the ENGINEER as follows:

R.W. ARMSTRONG ATTENTION: JAMES J. FLORA, JR. VICE-PRESIDENT 8300 BROADWAY MERRILLVILLE, INDIANA 46410

ARTICLE IX

TERM

Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by the COMMISSION, the term of the Agreement shall be from the date hereof for a period of one (1) year thereafter.

ARTICLE X

FINANCIAL INTEREST PROHIBITED: CONFIDENTIALITY

- (A) ENGINEER covenants and represents that ENGINEER, its officers, employees, agents, consultants and sub-contractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommend or required for the construction of the Project.
- (B) ENGINEER understands that no officer or employee of the COMMISSION shall have any financial interest, direct or indirect, in any contract with the COMMISSION, or be financially interested, directly or indirectly, in the sale to the COMMISSION of any land,

materials, supplies or services, except on behalf of the COMMISSION as an officer or employee. Any violation of this prohibition, with the express knowledge of the person or corporation contracting with the COMMISSION shall render the Agreement involved voidable.

(C) ENGINEER'S reports, evaluations, design, drawings, data and all other documentation and work developed by ENGINEER hereunder shall not be disclosed to any third parties without the prior approval of the COMMISSION.

R.W. ARMSTRONG AND ASSOCIATES, INC.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

James A. Valle Title:

By: Axlene D. Colvin Title: OHAIRMAN

ATTEST:

ATTEST:

By James A. Flors, Jr.
Title: VICE PRESIDENT

By: Clyde Baughar Title: Tressurer

Prepared by:

LOUIS M. GASALE 8300 Mississippi St. Merrillville, IN 46410 (219) 769-1566

EXHIBIT "A"



HOURLY BILLING PATES

CLASSIFICATION	HOUBLY RATE
Principal	· \$100.00
Director	. 95.00
Project Manager *	., .75.00
Engineer/Architect	60,00
Engineering Technician	
CADD Technician	45,00
Draftsman	
Director of Planning	
Planning Project Manager	60,00
Planner	50.00
Planning Assistant	40.00
Director of Field Services	95.00
Inspector I	53.00
Inspector II	
Surveyor I	55.00
Surveyor II	48.00
Fleldman	32.00

Mileage Air Travel/Company Aircraft Other Direct Costs \$0,30/mile \$80.00/hour at ∞st plus 15%

Rates Effective through December, 1991

 Note: For billing purposes the designated project manager (James J. Flora, Jr., Ph.D., P.E.) will be billed as Principal.
 This is his standard billing classification.

AMENDMENT #1 TO ENGINEERING SERVICES AGREEMENT

this Amendment, made this 7th day of January , 1993, by and between the Little Calumet River Basin Development Commission, hereinafter referred to as the "Commission" and the consulting firm of R. W. Armstrong & Associates, Inc., hereinafter referred to as "Engineer", is being executed by Commission and Engineer in order to modify a certain Agreement between them entered into on the 5th day of September, 1991.

WITNESSETH:

That for and in consideration of the mutual promises and agreements recited hereinafter, Commission and Engineer agree to modify the subject agreement as follows:

Delete present Exhibit "A" and substitute new Exhibit "A1".

Said deletion and substitution shall be effective January 23, 1993.

WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement on the day and year first written above and such Amendment is hereby effected.

R. W. ARMSTRONG AND ASSOCIATES, INC.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

By: James Johns J. Slora J. Vice Fresident

By: Thomas Carlson

amendment #2 was never done.



HOURLY BILLING FATES

CLASSIFICATION	HOURLY RATE
Principal	\$105,00
Director	100,00
Project Manager	82.00
Engineer/Architect	65,00
Assistant Engineer	60.00
CADD Manager	51.00
CADD Technician	45.00
Draftsman	42.00
Planning Project Manager	75.00
-Planner	60.00
Grant Administrator	48.00
Planning Assistant	
Inspector I	45.00
Inspector II	45.00
Surveyor I	65,00
Surveyor II	50.00
Fieldman	32.00

Mileage Other Direct Costs

\$0.30/mile at cost plus 15%

Rates Effective through December, 1993





是**是我们的一个人,我们就是一个人的一个人的,我们就是一个人的一个人的,**

CLASSIFICATION	HOURLY RAT
Principal/Officers	\$135.00
Senior Project Manager/Senior Consultant	
Project Manager/Consultant	94.00
Senior Engineer/Architect/Planner	78.00
Construction Engineer	
Engineer/Architect/Planner	76.00
Design Manager	75.00
Designer,	· · · · · · · · · · · · · · 68.00
Technical Specialist	58.0Q
CADD Manageri Production Manager	
CADD Technician	.50.00
Grant Administrator	
Chief inspector	00.00
Inspector I / Senior inspector	
Inspector (i / inspector	
Surveyor	
Fialdman	50,00
Assislant	50.00
Courier	37,00
Mileage	at current IRS rate
Other Direct Costs	et end 4 4 Est

Retos Effective through December, 1989

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ATTACHMENT 1

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AMENDMENT #3 TO ENGINEERING AGREEMENT

THIS AMENDMENT, made this
WITNESSETH:
That for and in consideration of the mutual promises and agreements recited hereinafter, "Commission" and "Engineer" agree to modify the subject agreement as follows:
Delete present Exhibit "A2" and substitute new Exhibit "A3". Said deletion and substitution shall be effective December 15, 2001. WITNESS WHEREOF, the parties hereto have executed this Amendment to said Agreement on the day and year first written above and such amendment is hereby effected.
R. W. ARMSTRONG & ASSOCIATES, INC. LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
By: Must Hora By: William S. Tanke Vice President Chairman



RESERVATION OF THE PROPERTY OF

CLASSIFICATION	HOURLY RATE
Principal	
Director	
Senior Project Manager	
Project Manager	
Senior Engineer/Architect/Planner	90.00
Design Manager	
Engineer/Architect/Planner	
Designer	
Technical Specialist	
CADD Manager/Production Manager	64.00
CADD Technician	
Grant Administrator	
Chief Inspector	
Senior Inspector	
Inspector	
Surveyor	••••
Fieldman	•
Assistant	
Courier	
Oddilor	70100
Mileage	at current IRS Rates
Subconsultant	at cost plus 15%
Other Direct Costs	at cost plus 15%

Rates Effective through December, 2001



WORK STUDY SESSION 8 January 2003

LAND ACQUISITION / LAND MANAGEMENT Arlene Colvin, Chairperson

LAND ACQUISITION:

- 1.) There are no increased offers or condemnations.
- 2.) Kennedy Industrial Park Appraisal (20 tracts):
 - a. 09/16/02 Appraisal (appraiser Dale Kleszynski) submitted as a draft.
 - b. 10/15/02 Reviewer asked for revisions, scheduled a visit to NW IN.
 - c. 11/12/03 Reviewer and appraiser met at industrial park.
 - d. 11/29/03 Dale submitted the finished appraisal. Reviewer asked Dale to back out 11 tracts to re-appraise and submit a new appraisal of 9 tracts.
 - e. 01/06/03 Dale submitted 9 tract appraisal, starts revised 11 tracts.
 - f. 01/20/03 Reviewer returns (vacation). Will review revised appraisal.

Another issue- property rights. Dale appraised the land under the existing levee as fee value, in effect saying the landowner owns the levee and should be compensated fee value. The Corps Reviewer believes Hammond is the controlling authority and the land should be valued at a lesser value. He finds it difficult to believe that Hammond erected the existing levees without easements. The title work does not list easements and Hammond officials have told the reviewer that no easements were obtained. Hammond will write the reviewer a letter explaining the levee situation. The reviewer will review the new nine tract appraisal when he returns from vacation on 20 January 2003.

LAND MANAGEMENT:

- 1.) We have not received a written response from the state regarding the demolition of 3308 Burr Street. (Fire on 10/24-02 destroyed house/garage.)
- 2.) Operation and Maintenance: An O. & M. committee meeting will be scheduled in the near future to establish a format for local participation.
- 3.) Surplus Property: A public notice (effective for 35 days) was mailed on 9 December 2002 to Indiana agencies to offer for sale the seven (7) acre parcel adjacent to the Berkheimer property on 35th Avenue. After 15 January 03 we will advertise it for sale if there are no interested agencies.
- 4.) The second phase of Agnew Park at River Forest Elementary is completed.

River Forest Elementary



Andrew A. Wielgus, Principal

3550 Indiana Street - Hobart, IN 46342 Phone Number (219) 962-7716 - Fax Number (219) 962-2341

January 8, 2003

Little Calumet River Basin Development Commission 6200 Southport Rd. Portage, IN 46368

Attn: Dan Gardner, Executive Director

Dear River Basin Development Commission:

The staff and students of River Forest Elementary School want to thank you for your help in completing phase 2 of the Charles Agnew Public Handicap Accessible Park on our school grounds.

This special project is close to the heart of our community and will prove to be a valuable asset for all children regardless of their physical ability. It is so fulfilling to see the faces of children that have not been able to enjoy standard park equipment now play and enjoy this specialized equipment that caters to their individual needs.

We realize that it is because of special people with a vision, like you, that this dream has been turned into a reality for the River Forest Community.

It is with excitement and anticipation that we await the next phase, the completion of the Community Center.

Again, thank you for all of your help!

Sincerely,

Andrew Wielgus

Principal

January 8, 2003

To: Little Calumet River Base Committee

We have done a visual inspection of the playground equipment installed in the Charles Agnew Handicap Accessible Community Park, Phase 1 & 2, and have found that all of the equipment seems to have been installed according to specification and appears to be in working condition.

Respectfully,

Andrew Wielgus

Principal

River Forest Elementary School

DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING:	Lerane	DATE: /-	8-03
		The second secon	The same of the sa

LOCATION: 6100 Southport Rd, Portage CHAIRMAN:

PLEASE SIGN IN

	FLEASE SI	art ne
	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1		SZIYN. WESTERN AVE CHICKED /L.
2	Sandy O'Buen	Caro coco coco Hobat
3	VIM FLORA	R.W. ARMSTRONG
4	Imm SAMALY	CoE(312)353-6400 3+ 690
5	Jonary Clary	IDNE
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LAND ACQUISITION REPORT

For meeting on Wednesday, January 8, 2003 (Information in this report is from December 5, 2002 – January 2, 2003)

STATUS (Stage III) - Chase to Grant:

1. Final acquisitions for flowage easements east of Chase and north of the river are on hold due to our ongoing funding crisis.

STATUS (Stage III) - REMEDIATION

Pumping west of Grant Street

- 1. Status of Right-of-Entry:
 - ROE was signed by the LCRBDC on April 4th, 2002.
 - Contract awarded construction to start Spring, 2003.

STATUS (Stage IV - Phase 1 South) EJ&E RR to Burr St - South Levee:

- 1. WIND permanent easement needs to be signed.
 - We received a letter from the WIND attorney on September 11th, 2002, requesting proposed easement language for them to review.

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

- 1. The tentative schedule for this project is for advertisement in December 2005, construction start in spring 2006, and completion in the fall of 2007.
- 2. Wicker Park appraisal is currently under COE review. Additional appraisal and a tree survey may be needed.

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

1. Construction is currently projected to start in the summer of 2006 due to lack of State funds.

STATUS (Stage VI-Phase 1) - Cline to Kennedy - North of the river, and Kennedy to Liable - South of the River:

- 1. We received an appraisal for the Burger King property west of Cline Avenue in the amount of \$90,000. This was sent to the COE chief appraiser to review on August 7th.
 - We presented this preliminarily to the COE on July 26th for design re-considerations that could save considerable money on project costs. (Awaiting COE review)
- 2. The Corps appraisal reviewer has stopped his review of the Kennedy Industrial Park appraisal. The appraiser did not refer to easements for the existing levee. Title work and research shows that Hammond did not acquire easements when the existing levees were built. The reviewer is finding it difficult to accept that the city didn't acquire easements. He is doing research on his own. Hammond will write a letter explaining the situation to the reviewer.
- 3. The appraiser will also fill out 5 of the 20 tracts in the appraisal, then make changes to the remaining tracts for a review and approval.

STATUS (Stage VI-Phase 2) - Liable to Cline - South of the river:

- 1. We had a meeting with the COE on July 17th, 2002, to review coordination, design, and real estate for Stage VI-2. In a phone conversation on August 27, 2002, COE indicated they are modifying their contract with RANI Engineering and will probably have drawings complete by mid-September.
- 2. LCRBDC received real estate drawings to review on November 13. We sent our comments, along with comments from the Town of Highland to the COE on December 6th, 2002.
 - Note that the COE has not completed engineering and that the LCRBDC, utilities, and the town of Highland need to comment once they receive these drawings
 - Acquisition deadline of October 1st, 2003, may not be met due to continued delays.
 Appraisals can't be assigned until drawings are available. (See Real Estate meeting results.)

STATUS (Stage VII) - Northcote to Columbia:

- 1. Acquisition in this area will be in sequence, working westward from Cline Avenue (by stage and phase) due to hydrology considerations.
- 2. COE Real Estate Dept. is proposing that we deviate from Federal policy and acquire bike trail easements on the levee instead of fee purchases. A sample easement was sent on August 13th, 2002. Attorney and COE are in discussion. (ongoing)

STATUS (Stage VIII - Columbia to State Line (Both sides of river)

- 1. The Corps has put Stage VIII on hold.
 - We received a notice of termination from the COE on December 23rd, 2002. (Refer to Engineering Report.)
 - An email from the COE on 12/30/02 indicated it would be pushed back at least 2 years.

STATUS (Betterment Levee – Phase 2) Colfax to Burr Street, then North N.S. RR, then East (North of RR R/W) ½ between Burr and Clark, back over the RR, then South approx. 1,400 feet:

- 1. Acquisition deadline is currently on hold. Existing offers will be paid, however, no new offers will be sent. Burr Betterment levee is not creditable.
- 2. Dan has had several meetings with Mayor King and State Representative Earl Harris, and a strategy is being developed to fund completion of the Burr Street Betterment Levee.

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

1. Clean-up acquisition continues for those offers already sent. Properties available on tax sales are being purchased.

IN-PROJECT MITIGATION:

1. Bids were opened on September 17th, 2002: Implementation and maintenance. Construction will probably start in the Spring of 2003. (Refer to Engineering Report for breakdown.)

1-4

HOBART MARSH MITIGATION:

- 1. We spoke with Dr. Kim on December 27th, 2002. He and his co-owners are not happy with the offer of \$220,600 for 63 acres. The property was purchased for \$450,000. Dr. Kim has made a counter-offer and we are working to schedule a pace-to-face meeting to continue negotiations.
- 2. Corps environmentalist Greg Moore has reread the Hobart Marsh technical review meeting notes. He would like a correction made. See the email for the clarification which explains better the requirement of hydric soil acres on LCRBDC lands to fill any shortfall in the Hobart Marsh.
- 3. Letters are being sent to Hobart Marsh landowners asking for permission to access their land for an appraisal. Some are not responding.
- 4. The LCRBDC received a directive from the Army corps on December 13th, 2002, listing 1-8 the lands and acreages in the Hobart Marsh that are "acceptable for the wetland mitigation acreage requirements" and a map of the acquisition area highlighting "suggested acquisition tracts". This directive replaces the letter of January 30th, 2001.



December 6, 2002

6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

WILLIAM TANKE, Chairman Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman Governor's Appointment

CURTIS VOSTI, Treasurer Governor's Appointment

JOHN MROCZKOWSKI, Secretary Governor's Appointment

GEORGE CARLSON Mayor of Hammond's Appointment

ARLENE COLVIN Mayor of Gary's Appointment

STEVE DAVIS

Dept. of Natural Resources'
Appointment

EMERSON DELANEY Governor's Appointment

ROBERT MARSZALEK Governor's Appointment

DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE

Mr. Imad Samara U.S. Army Corps of Engineers 111 N. Canal Street

Chicago, Illinois 60606-7206

Dear Imad:

This letter includes our comments on the Stage VI Phase 2 real estate drawings. We have not received 100% engineering drawings for final review and comment. I know the town of Highland had several concerns that I hope have been resolved. I want to assure that, as in the past, all affected parties have the opportunity to express their concerns and have them resolved. The design on this project dates back almost three (3) years and during that period of time, the project was put on hold several times and some of the initial scope of work has changed. As per previous conversations, you have indicated to me that when we receive real estate drawings prior to all engineering issues being RESOLVED that the work limits will not change. Does that also mean the type of easement within these work limits will not change either? I've gone through my file and some of my questions may have already been addressed, but I want to be sure.

Our current schedule for construction indicates that the COE intends to advertise Stages VI-1 and VI-2 in October of 2003. This would mean that we have less than ten (10) months to get all of the necessary real estate in order to give you a signed ROE. This could even be less if we do not get final real estate drawings within the next few weeks. Hopefully, we will not run into any drawn out condemnations. Following are a list of our comments:

- 1. As per our conference call with RANI Engineering on April 24, 2000, I would like to assure the following items were addressed:
 - Do these drawings reflect coordination with DLZ as to project coordinates as tied into known section corners?
 - Have all points at property corners or rights-of-way been tied in with field information and/or confirmed by deeds?
 - Have all structures been tied in with GPS points relative to property lines (for critical lots)?

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Mr. Imad Samara December 6, 2002 Page 2

- 2. Have all utilities been located and are they shown on the drawings?
- 3. Sheet 1 of 8
 - On NIPSCO right-of-way property, owner is noted as LCRBA this should be LCRBDC.
 - Should control points be shown on this drawing or on any others?
- 4. Sheet 2 Of 8
 - The north line of real estate of Liable seems to follow either property or R/W lines. Has VI-1 real estate been modified to match & have you sent us the modified drawing?
 - The town of Highland parcel #74221 west of Liable is a wooded area that Highland eventually wants to be a park. I think we're using this for a staging area. Should this temporary easement be modified to restrict removal of trees or regrading of land?
 - Could you more clearly define the R/W lines for Liable & 81st Street?
- 5. Sheet 3 of 8
 - Should the permanent easement be modified east of the NIPSCO substation to accommodate our recreation trail ramps?
- 6. Sheet 4 of 8
 - Delineate NIPSCO R/W more clearly.
 - The power poles scale out to 18' diameter please change.
- 7. Sheet 5 of 8
 - Delineate NIPSCO & Cline Avenue R/W's
 - As per previous discussions, have we kept the real estate takes on the KOMARK property to a minimum? Is the drainage ditch really necessary in this area? (This was part of a previous engineering discussion that wasn't resolved).
 - We need coordinates at the intersection of the NIPSCO R/W & the INDOT R/W to do our legals.
- 8. Sheet 6 of 8
 - What do we need temporary easements for adjacent and east of Cline Avenue? (Is this for levee access?).
 - I think Griffith has a paved roadway on top of this levee This should be noted.
 - LCRBA should be LCRBDC
 - What are we doing in this temporary easement? The recreation trail does not start until several hundred feet further east of Cline Avenue. If it is for access, we should probably have ingress/egress through the Industrial Complex.

Mr. Imad Samara December 6, 2002 Page 3

9. Sheet 7 of 8

- LCRBA should be LCRBDC
- If we have a recreation trail on top of this levee, doesn't it require a permanent easement?
- What are we doing with the RR/utility corridor crossing (Points U1-U4)?

10. Sheet 8 of 8

- Points F3-F20 are indicated with an asterisk for INDOT proposed Cline Avenue plans - Cline Avenue is done in this area.
- LCRBA should be LCRBDC
- How were the tract numbers determined? LCRBDC currently has DC numbers assigned to these parcels. We would prefer our numbering system.

I have also enclosed a copy of the concerns with real estate from the town of Highland. After you review both Highland's and LCRBDC concerns, will we have a response from you prior to finalizing these drawings? We established a format where we do engineering review - will we receive the same format for these real estate items?

Sincerely,

James E. Pokrajac, Agent Land Management/Engineering

/sjm cc:

Chrystal Spokane, COE
John Bach, Town of Highland
Lou Casale, LCRBDC attorney
Judy Vamos, LCRBDC



LOMN OF HIGHTAND

Highland Municipal Building • 3333 Ridge Road

Highland, Indiana 46322

219-838-1080 • Fax 219-972-5097



Population 23,696 Incorporated in 1910

December 5, 2002

Mr. James E. Pokrajac Little Calumet River Basin Development Commission 6100 Southport Road Portage, IN 46368

RE: Stage VI, Phase II, Comments

Dear Mr. Pokrajac:

Per your request, I have reviewed the Real Estate Maps, Sheets 1-8, and offer the following comments:

1. In my letter to Rani Engineering, Inc. on March 9, 2000, I had requested the rationale in locating the levee, north of levee station 10+00, to the west side of Liable Road. In this case, the levee would be placed on Park Department property;

2. The Town of Highland needs to have access across the levee to the Town of Highland property located within the levee boundary, adjacent to the Little Calumet River (old Town Dump). It appears that this may have been addressed in the plans but the detail is not clear. There needs to be a gate, located at the north end of Liable Road, at the levee, to prohibit unauthorized entrance to the old dump site:

3. The Town of Highland's bicycle trail terminates at LaPorte Street and Liable Road. The plans are suppose to include an access point from the Highland Trail to the Levee Trail;

4. What is the status of the new pump station at Grace Street and North Drive? I believe that it is imperative that the pump station be constructed before or in conjunction with this phase of levee construction.

If you have any questions or need clarification on my comments, please call me.

TOWN COUNCIL

MARK HERAK
President

ROBERT HELMER
Vice-President

GEORGE GEORGEFF

JOHN J. BOENDER

MICHAEL O'DONNELL

JOHN M. BACH
Public Works Director

RHETT TAUBER
Attorney

CLERK - TREASURER
MICHAEL W. GRIFFIN

Sandy Mordus

From:

"Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>

To:

"'Sandy Mordus" <smordus@nirpc.org>; "Samara, Imad LRC"

<lmad.Samara@lrc02.usace.army.mil>

Cc:

"Blair, Regina G LRC" <Regina.G.Blair@lrc02.usace.army.mil>

Sent: Subject: Monday, December 30, 2002 8:32 AM RE: SEH Stage VIII contract termination

Jim, good morning, I will furnish the information requested as soon as it becomes available. The design completion of stage VIII has been pushed at least 2 years. As you know the schedule is dependent on the state

Reminder: today I work from home if you need to talk to me just let know.

Imad N Samara Project Manager 312-353-6400 Ext 1809

----Original Message----

From: Sandy Mordus [mailto:smordus@nirpc.org]
Sent: Friday, December 27, 2002 11:23 AM

To: Samara, Imad LRC **Cc:** Blair, Regina G

Subject: SEH Stage VIII contract termination

Imad:

Thank you for a copy of the "Notice of Partial Contract Termination for Convenience" for the services of SEH engineering for the Stage VIII levee contract. As we have discussed in the past, we concur with you that termination of this contract was in the best interest of the project. Will you please send me a final copy of this termination with the information on how much money was spent, how much is remaining, and what scope of work they did not complete as part of their contract. I am most concerned with the utility portion of their work. In past communications with you and with SEH, it appeared that very little final information or costs were obtained. I know it is a little premature but what are your tentative plans in the future to finalize the design and complete contractual obligations to gather all necessary utility relocation information?

Jim Pokrajac

Judy Vamos

From:

To: Cc:

"Moore, Gregory LRC" <Gregory.Moore@lrc02.usace.army.mil>
"Judy Vamos (E-mail)" <jvamos@nirpc.org>; "Sandy Mordus (E-mail)" <smordus@nirpc.org>
"John Bacone (E-mail)" <jbacone@dnr.state.in.us>; "Nick Heinzelman (E-mail)"
<nheinzelman@dnr.state.in.us>; "Stephen E. Davis (E-mail)" <davisdnr@netnitco.net>; "Mike
McCurdy (E-mail)" <mike.mccurdy@tpl.org>; "Dan Gardner (E-mail)" <dgardner@nirpc.org>; "Jim
Pokrajac (E-mail)" <jpokrajac@nirpc.org>; "Louis Casale (E-mail)" <lcasale@cwblawfirm.com>;
"Spokane, Chrystal L LRC" <Chrystal.L.Spokane@lrc02.usace.army.mil>
Wednesday, December 18, 2002 3:22 PM
Hobart Marsh Technical Review Meeting on 7 November 2002..eml

Sent: Attach:

Hobart Marsh Technical Review Meeting on 7 November 2002..eml

7 November 2002 Technical Review Meeting Comments. Subject:

Dear Judy,

I've just reread your 7 November 2002 Technical Review Meeting notes and I would like to ask you to clarify a statement for me. That statement, the second last sentence in the second paragraph, reads "Greg Moore explained that if all the numbers are not met in the Hobart Marsh area, mitigation can still come back to LCRBDC lands." This is incorrect. I know I addressed this issue in the e-mail that I sent to you dated 27 November 2002, and attached here for your reference, but I neglected to relate it to the statement in question. I'm afraid the statement may cause confusion if left unchanged. I think, rather than mitigation, you were probably referring to the IDEM hydric soil requirement. It is true that any hydric soil shortfall at Hobart Marsh will be compensated within the project area between Chase and Grant Streets south of the river. So that statement can be changed to say something like "If the number of acres of rehydrated hydric soil at Hobart is insufficient to meet the requirement, the remaining hydric soil requirement will be met in the project area."

Would you please attach this clarification as a correction to your notes? If the meeting notes have been widely distributed, or if you think the original statement may have caused confusion for anyone, perhaps you could also read this clarification at your next Commissioners Meeting on 9 January 2003.

Thank you for all of your help, Judy. Have a safe and happy holiday, and feel free to call me any time if you have questions.

Sincerely,

Greg

<< Hobart Marsh Technical Review Meeting on 7 November 2002.>>



DEPARTMENT OF THE ARMY CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS 111 NORTH CANAL STREET CHICAGO IL 60806-7206

December 13, 2002

Project Management Division
Real Estate Branch

SUBJECT: Little Calumet River Flood Control and Recreation Project; Amended Mitigation Land Acquisition for Hobart Marsh

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

Dear Mr. Gardner:

This letter is to address the concerns expressed by your office at a work session held on November 7, 2002 regarding Hobart Marsh acquisitions. The letter issued by this office on January 30, 2001 is no longer valid and the following lands are acceptable for the wetland mitigation acreage requirements. In accordance with Article III (a) of the Local Cooperation Agreement, you are directed to select and secure a minimum of 311 acres of these lands by a Right-of-Entry for Construction:

Hobart Area/Owner Description	Approximate Acreages
Kim	63
Nozrik	62
Fadell	50
Bundalo	24
Berndt (E&W)	38
Mandon-Julian (verify property is not land-lo	cked) 15
Froman	37
Price	17
New Bethel Church (Hill)	13.7
Unidentified owner west of Froman parcel	5.7
Sykes Trust	87
Crossk	14
Bailey	21.8



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Attached is a map of the acquisition area highlighting suggested acquisition tracts, together with an Authorization for Entry for Construction and Attorney's Certificate of Authority. Please be advised that the person or organization signing the Right-of-Entry for Construction must prove fee ownership of the tract and that the tract is encumbered by a conservation easement with a reverter clause to the IDNR. Upon completion of the acquisitions please have the documents signed and dated on behalf of the Commission and return one set of documents to the Real Estate Division.

Every effort has been made to identify all the lands required for the project. However, the commission shall remain responsible for any additional interest in lands that the Government determines to be necessary for project purposes.

FOR THE COMMANDER

Donald R. Valk

Acting Chief, Real Estate

Attachments

Copy Furnished:
Louis M. Casale, Esq.
Judy Vamos, LCRBDC
Bill Maudlin, IDNR
John Baccone, IDNR
Nick Heinzelman, IDNR
Jomary Crary, IDNR
Imad Samara, PM-PM
Greg Moore, PM-PS

LAND MANAGEMENT REPORT

For meeting on Wednesday, January 8, 2003 (Information in this report is from December 5 – January 2, 2003)

A. NON-PROJECT LAND MANAGEMENT

- A. Phase II of Agnew Park at River Forest Elementary will be completed by January 3rd, 2003. Dedication is tentatively planned for Spring of 2003.
- B. Lease Agreements

1. VILLAGE SHOPPING CENTER

LCRBDC received title work for the Village Shopping Center on September 18, 2002. Review ongoing.

- R.W. Armstrong sent a memo on August 15th, 2002, indicating that the new, proposed 24" line did not include flow from the Village, and that the 96" sewer on the East side of Grant Street would need a determination from the city.
- DLZ is working with the recorder's office to get a copy of the deed for the drainage easement South of 35th Street. (ongoing)

2. CHASE STREET FARM STAND

- A letter was sent to the Witvoets (lessees) on October 21st, 2002, indicating the increase in rent effective January 1st, 2003, and that a revised lease agreement with an escalation clause will be sent to them prior to January 1st.
- The modified business license agreement was sent to the lessees on December 23rd, 2002, requesting their signatures.

C. Disposition of Property

- 1. LCRBDC received a letter from Mr. William Davis of <u>Commercial Advantage</u> on October 10th, 2002, indicating some interest in purchasing approx. 36 acres of land in the 179 acre parcel West of Clay Street and South of the NIPSCO R/W.
 - These parcels were identified and submitted to Attorney Casale on November 22nd, 2002, for consideration.
- 2. A letter was sent to Berkheimer's (Dale Cobble) on July 24th, 2002, informing him that we are now able to sell surplus property and asking him if he is still interested in purchasing additional property adjacent to their existing facilities so that they would be able to expand their business.
 - LCRBDC (attorney) to comply with state regulations for disposition of property
 - It is the intent of the LCRBDC to advertise the sale of the 7.0 acres in fee.
 - We anticipate advertising no later than mid-January, 2003.
 - A legal was completed by the staff on November 19th, 2002, and submitted to our attorney to offer this to any interested state parties.
- 3. The farm leases for the area outside the levees between Chase & Grant were signed by the Bult brothers for the 2003 season on December 17th, 2002.

PROJECT RELATED LAND MANAGEMENT

A. O&M Committee (ongoing issues)

- A. O&M (Project manual review/accepting completed segments)
 - 1. At the November 13th, 2002 Board meeting, we received positive responses from Arlene Colvin, Steve Davis, Emerson Delaney, Bob Huffman, and Bill Tanke to be on the newly formed O&M Committee.
 - A meeting will be set up in **January 2003**, to review costs and commitments for all O&M tasks.
 - 2. The LCRBDC agreed that we would initially inspect and accept the projects on an individual basis to relieve the contractor of his obligations. However, we will require a procedure to mutually sign off with the COE to accept O&M responsibility. (COE is currently working on this procedure.)
 - An inspection was held with the COE and their contractors on December 18th, 2002, for levee segments II-4 (Broadway to MLK South side of I-80/94, all construction North of I-80/94), II-3B (Harrison to Georgia South levee), and IV-1 South (Cline Ave. to Burr St. South of Norfolk Southern RR.)All (3) segments were completed as per plans and specifications and the contractors have been relieved of any further obligations. (Refer to Engineering Report.)
 - 3. A letter was sent to the COE on October 3rd, 2002, reminding them of the importance of getting these issues resolved as well as to address a new question of whether an EPA discharge permit may be necessary for the project.
 - We received a response from the COE dated November 6th, 2002, regarding the outstanding Gary Sanitary District issues to be resolved and sent it to the City of Gary, and Greeley and Hansen on November 27th, 2002.
 - 4. LCRBDC is currently working on O&M responsibility tables to establish each task and who will do each item.
 - A spreadsheet for Gary has been completed that shows all tasks, frequency of tasks, and locations. Costs and quantities for (5) completed segments have been completed for the East Reach.
 - LCRBDC presented a condensed version of the COE Operation and Maintenance Manual dated December 1997 (yellow cover) to all commissioners at our November 7th, 2002 Board meeting.
- B. Emergency Management/River Monitoring
 - 1. LCRBDC has reviewed COE mapping which shows locations of road closings, sandbagging, and emergency response locations. A plan to coordinate each community flood event response has been obtained by the LCRBDC and submitted to the COE to be incorporated into the final O&M submittal.
 - 2. An e-mail was sent to the COE on October 16th, 2002, requesting they investigate information on elevations for sandbagging requirements at the Clark St. bridge.
 - It was brought to our attention by the Lake County Highway Dept. that this bridge will be re-habbed. Scheduled Fall, 2003, advertising & Spring, 2004, construction. They may be able to raise the deck to eliminate sandbagging during a flood. (ongoing)

- C. Portions of West Reach pump stations in Hammond and Highland have been turned over to their respective communities. Representatives of the Hammond and Highland Sanitary Districts have inspected these facilities with the COE and contractor and signed off as owner.
 - 1. A memo was sent to Lou Casale on September 9, 2002 requesting a similar agreement be put in place with the Hammond Sanitary District for the S.E. Hessville Pump Station. (ongoing)

General Items

- 1. At Dan's meeting with Gary Mayor King to discuss the Burr Levee, the subject of the LCRBDC vacant houses was brought to the Mayor's attention. He will have Gary's demolition task force work with us to demolish the houses (one at 3308 Burr has already burned).
- 2. INDOT is planning lane expansions on I-80/94. They may be using our property, or our easements on Gary property, between Georgia Street and MLK. See 12/2/02 letter to John Heshelman of the consultant surveying company.
- 3. An agreement was signed by Mr. Ernest Davis, relieving the LCRBDC of all liability and guaranteeing security of our lands to allow him to continue "truck farming" a small area North of I-80/94, adjacent to MLK Drive.
 - Mr. Davis has farmed this land for over 30 years.
- 4. A modified agreement was signed by Brian Doughman on December 17th, 2002, expanding the area he is allowed to patrol for the LCRBDC.



6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

WILLIAM TANKE, Chairman Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman Governor's Appointment

CURTIS VOSTI, Treasurer Governor's Appointment

JOHN MROCZKOWSKI, Secretary Governor's Appointment

GEORGE CARLSON Mayor of Hammond's Appointment

ARLENE COLVIN Mayor of Gary's Appointment

STEVE DAVIS

Dept. of Natural Resources'

Appointment

EMERSON DELANEY : Governor's Appointment

ROBERT MARSZALEK

Governor's Appointment

DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS

Lake County Commissioners'

Appointment

DAN GARDNER Executive Director

LOUIS CASALE

December 23, 2002

Mr. Bert & Wayne Witovet Village Farm Stand 1 West Sibley South Holland, IL 60473

Dear Bert & Wayne:

Enclosed please find three (3) copies of the modified copy of our Business License Agreement for the Chase Street Farm Stand located at 35th Avenue and Chase Street in Gary, In. As we indicated to you in our letter dated October 21, 2002, the Little Calumet River Basin Development Commission board members approved to increase your current monthly rate from \$1,700 to \$2,000 per month, effective January 1, 2003. This was approved at a public board meeting on October 3, 2002. This increase is based upon the Metropolitan Chicago Price Index.

If you are agreeable to its terms, please sign all 3 copies, notarize, and return them back to our office in the enclosed envelope. We will have them counter-signed at the next Commission Board meeting, and return 2 fully executed copies back to you.

Thank you for your attention to this matter. We are happy to do business with you again this year. If you have any questions, please call.

Sincerely,

er es E. Pokrajae, Agen

Land Management/ Engineering

/sjm

cc:

enclosures

Lou Casale, LCRBDC attorney Arlene Colvin, LCRBDC



6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

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ROBERT MARSZALEK Governor's Appointment

DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE Attorney December 17, 2002

Mr. Ed & Tim Bult Dba C.D. Bult & Sons, Inc. 4861 Clay Street Crown Point, Indiana 46307

Dear Ed & Tim:

Enclosed please find three (3) copies of the farm lease for the upcoming current farming season of 2003 between the Little Calumet River Basin Development Commission and yourself. The terms and conditions remain the same as last year except in Item #8. We would appreciate receiving proof of insurance on or before February 1. If you are agreeable to its terms, please sign all 3 copies and returning them back to our office in the enclosed envelope. We will have them counter-signed at next Commission Board meeting on January 8, and return 2 fully executed copies back to you.

Thank you for your attention to this matter. We are happy to do business with you again this year. If you have any questions, please call.

Sincerely,

James E. Pokrajac, Agen Land Management/

Engineering

/sjm enclosures



6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

December 17, 2002

WILLIAM TANKE, Chairman Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman Governor's Appointment

CURTIS VOSTI, Treasurer Governor's Appointment

JOHN MROCZKOWSKI, Secretary Governor's Appointment

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EMERSON DELANEY
Governor's Appointment

ROBERT MARSZALEK Governor's Appointment

DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER Executive Director

LOUIS CASALE Attorney Mr. Ernest Davis 2541 Jefferson Street Gary, Indiana 46407

Dear Ernest:

Enclosed please find 2 copies of the agreement between yourself and the Little Calumet River Basin Development Commission for a right-of-entry onto property owned by the Commission in Gary, Indiana. Please contact me at 219/763-0696 when you want to meet on the site to double lock the gate.

If you are agreeable to all of the terms provided therein, please sign both copies, keeping one for yourself and returning the other one to this office. Once I have received your signed copy, you may consider this letter as your notice to proceed.

If you have any questions at any time, you can reach me at the number listed above.

Sincerely,

Sarnes E. Pokrajac, Agent Land Management/Engineering

/sjm encl.

RIGHT-OF-ENTRY (Onto property owned by LCRBDC)

Ernest Davis (Applicant) shall have the right to enter upon lands owned by the Little Calumet River Basin Development Commission (LCRBDC) to farm an area east of Martin Luther King Drive and north of I-80/94, in a designated flowage easement for the flood control project of the Little Calumet River, that is in the city of Gary, county of Lake, and the State of Indiana.

The following shall apply to this agreement:

- 1. The boundary of lands to be farmed is limited only to the following:
 - East of MLK Drive and North of I-80/94
- 2. The *Applicant* will not affect the natural drainage flow or water retention in this area by adding fill or creating any earthen barriers.
- 3. Applicant to assume responsibility for any illegal dumping in this area due to negligence of not locking the gate, or providing any duplicate keys to someone illegally dumping.
- 4. There will be no reimbursement to the LCRBDC for use of this land by the Applicant.
- 5. The Applicant hereby agrees to hold harmless and indemnify the LCRBDC from any suit, damage, claim, liability or action caused as the direct result of farming by the Applicant that is the subject of this right-of-entry.
- 6. The Applicant will be responsible for maintaining the security of the property by locking the gates during and after the time he is on these lands.
 - The Applicant will be permitted to use his own lock in conjunction with the LCRBDC project lock (a double lock system).
- The Applicant will notify the LCRBDC upon completion of his need to access these lands.
- 8. This right-of-entry can be terminated upon 24 hours notice by the LCRBDC.

<u>Carnetf</u> (Livis) ERNEST DAVIS, Applicant 2541 Jefferson Street Gary, Indiana 46407

Accepted by:

Dan Gardner, Owner Little Calumet River Basin Development Commission (LCRBDC)

Dated this 12 day of 19-02 , 2002



6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

December 17, 2002

WILLIAM TANKE, Chairman Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman Governor's Appointment

CURTIS VOSTI, Treasurer Governor's Appointment

JOHN MROCZKOWSKI, Secretary Governor's Appointment

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EMERSON DELANEY : Governor's Appointment

ROBERT MARSZALEK Governor's Appointment

DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER Executive Director

LOUIS CASALE Attorney Mr. Brian Doughman 4310 West Ridge Road Gary, Indiana 46408

Dear Brian:

Enclosed please find 2 copies of the agreement between yourself and the Little Calumet River Basin Development Commission for a right-of-entry onto property owned by the Commission in Gary, Indiana.

If you are agreeable to all of the terms provided therein, please sign both copies, keeping one for yourself and returning the other one to this office. Once I have received your signed copy, you may consider this letter as your notice to proceed.

If you have any questions at any time, you can reach me at the number listed above. The Commission appreciates your help in this endeavor.

Sincerely,

James E. Pokrajac, Agent Land Management/Engineering

/sjm encl.

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RIGHT-OF-ENTRY (Onto property owned by LCRBDC)

Brian K. Doughman (*Applicant*) shall have the right to enter upon lands owned by the *LCRBDC* to address problems of beaver and muskrat control on said lands as per his "Application for Nuisance Wild Animal Control Permit" (copy attached) with the Indiana Department of Natural Resources, Division of Fish and Wildlife, in the county of Lake, city of Gary, state of Indiana. In addition, *Applicant* shall have the right to patrol said lands for trespassers, observe condition of completed levee segments for vandalism or degeneration, and report back to the *LCRBDC* to determine course of action.

The following shall apply to this agreement:

The boundary of lands described herein are as follows:

- Bounded on the West by the EJ&E RR
- Bounded on the East by MLK Drive
- Bounded on the North by I-80/94
- Bounded on the South by Ridge Road

Note: The LCRBDC has purchased lands within these boundaries for the flood control of the Little Calumet River in conjunction with the Army Corps of Engineers. Levees, pump stations, concrete I-walls and flowage easements have been constructed.

- The Applicant is aware of the specific boundaries of those lands previously described. For any other adjacent landowner(s), it will be the responsibility of the applicant to obtain a rightof-entry from that owner.
 - The LCRBDC does not own all lands as described above, but the Applicant has permission to enter upon all Commission owned properties within these boundaries.
- The Applicant will be in complete compliance with his approved application from the IDNR, IDIV. of Fish & Wildlife for his wild animal control permit approved on November 1, 2001.
- Applicant to assume responsibility for obtaining all necessary Federal, state, or local permits and to pay any necessary fees.
- 4. There will be no reimbursement to the Applicant for these services by the LCRBDC.
- The Applicant hereby agrees to hold harmless and indemnify the LCRBDC from any suit, damage, claim, liability or action caused as the direct result of the work performed by the Applicant that is the subject of this right-of-way.
- 6. The Applicant will be responsible for maintaining the security of the property by locking the gates during and after the time he is on these lands.
- 7. The Applicant will notify the LCRBDC upon completion of his need to access these lands.
- 8. This right-of-entry can be terminated upon 24 hours notice by the *LCRBDC*.

BRIAN K. DOUGHMAN, Applicant 4310 West Ridge Road Gary, Indiana 46408

Accepted by:

Dan Garener, Owner Little Calumet River Basin Development Commission (LCRBDC)

Dated this ______ day of ______, 2002.



Post Tribune, Friday, December 27, 2002

Rules controlling swamps, wetlands face fine-tuning

The Associated Press

The Bush administration adopted new guidelines Thursday for replacing swamps and bogs that have been filled or drained to make way for highway, housing or other projects.

Administration officials said their approach, based on input from six agencies, will not diminish the role of wetlands in providing habitat to wildlife, flood control and water quality.

They said the focus will be on the quality of new wetlands being created, rather than the traditional emphasis on maintaining total wetlands acreage.

"These actions affirm this administration's commitment to the goal of no net loss of America's wetlands and its support for protecting our nation's watersheds," Christie Whitman, administrator of the Environmental Protection Agency, said.

Les Brownlee, acting assistant Army secretary for civil works, said there would be better government decision-making in the permit process and improved planning to make up for wetlands losses.

ance letter is meant to clarify policies for regulating wetlands according to clean water laws and to put in place tools for monitoring success.

The administration will require "no net loss" of wetlands among the Army Corps of Engineers' 38 U.S. districts rather than acre-for-acre ~ restoration on each project, Benjamin Grumbles, a deputy assistant administrator of EPA's Office of Water, said. The districts overseen by the Corps, the nation's Pentagon-based construction agency, follow watersheds rather than state boundaries.

"It's laying out a road map for ways to improve the ecological success of wetlands compensation," Grumbles said.

EPA spokesman Joe Martyak birds.

On the Internet

Environmental Protection Agency: www.epa.gov/owow/wetlands -**Army Corps of Engineers:** www.usace.army.mil National Wildlife Federation: www.nwf.org

said the first priority is preventing wetlands losses, and the administration will continue to emphasize that wetlands being created should be similar to what they are intended to replace.

But he said the needs of a watershed would be weighed more heavily than whether there is a net loss of acreage.

"It's not just acre-for-acre," Martyak said of the new approach. In some cases, he said, regulators may find that "it's a numerical loss, but it's an ecological gain."

The administration's approach is a response to reports. by the National Academy of Sciences and the General Accounting Office, Congress' investigar wetlands losses. tive arm, which found that The 17-step plan and guid- many wetlands replacement projects are failures and are not well-tracked.

Julie Sibbing, an expert for the National Wildlife Federation, said her group was pleased officials were tackling a difficult area of regulation, but their ideas seemed vague.

"We always thought that an absolute minimum ought to be an acre for an acre," she added. "given the miserable success rate of mitigation projects, where up to 80 percent of them will never become fully functioning wetlands."

Wetlands are marshy, swampy or boggy areas that filter and cleanse drinking water, retain flood waters, harbor fish and shellfish and support other wildlife, such as by providing stopping points for migratory

AGREEMENT FOR TECHNICAL SERVICES BETWEEN

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

AND

SANDRA J. MORDUS 9348 Wildwood Drive

Highland, Indiana 46322 219/924-9496

For hourly contract services described as crediting technician.

TE	RMS AND CONDITIONS OF CONTRACT:
1.	Contract shall be for a period not to exceed six (6) months effective from the date o
	signature of both parties or their legal representatives.
2.	Contract shall be reviewed on an as-need basis and can be renewed or revised upon
	review and consent of both contracting parties. Compensation will be reviewed at that
	time. Contract can be terminated upon written notice of seven days by either contracting
3.	
	party.
CC	MPENSATION FOR SERVICES:
1.	The Development Commission will compensate the contractor for services rendered on
	fixed hourly rate basis at the rate of/hour.
2.	The fixed rate compensation will constitute the total of compensation to the contractor fo
	his services.
3.	The contractor shall be considered self-employed for the purpose of this contract, and a
	such, the contractor shall be responsible for the payment of all applicable State and
	Federal taxes associated with this employment status.
4.	The contractor shall submit invoices and claims on a weekly basis for services rendered
	The invoices shall record the number of hours that the contractor has worked for tha
	weekly period. These hours will be verified by the Time Clock. Work done under this contract shall not be done during regular business hours. The Development Commission
	will review and process the claims and submit vouchers for State payment on a weekly
	basis. The contractor shall be paid upon receipt of the State payment.
	ousis. The contractor sharr so paid upon recorpt of the State payment.
In	witness whereof, the parties have executed this agreement on this day o
	, 2003.
רן ז	TLE CALUMET RIVER BASIN
	VELOPMENT COMMISSION SANDRA J. MORDUS
טנ	VELOTIMENT COMMISSION SANDRAJ. MORDOS
_	
By	
	Executive Director