

SANDY

# Little Calumet River Basin Development Commission

8149 Kennedy Avenue Highland, Indiana 46322 (219) 923-1118

923-5787

## MEETING NOTICE

THERE WILL BE A MEETING OF THE  
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
AT 6:30 P.M. THURSDAY, SEPTEMBER 6, 1990  
AT THE OFFICE OF THE REGIONAL PLANNING COMMISSION  
8149 KENNEDY AVENUE  
HIGHLAND, INDIANA

### A G E N D A

Pages

Governor's Appointment

ARLENE COLVIN, Chairman  
Mayor of Gary's Appointment

CLYDE BAUGHARD, Treasurer  
Governor's Appointment

WILLIAM CRITSER, Secretary  
Governor's Appointment

CHARLES AGNEW  
Governor's Appointment

GEORGE CARLSON  
Mayor of Hammond's Appointment

NATHANIEL LEONARD  
Lake County Commissioners' Appointment

STEVE DAVIS  
Dept. of Natural Resources' Appointment

JOHN DEMEO  
Governor's Appointment

DAVID SPRINGMAN  
Governor's Appointment

WILLIAM TANKE  
Porter County Commissioners' Appointment

DAN GARDNER  
Executive Director

1. Call to Order by Chairperson Arlene Colvin
2. Recognition of Visitors, Guests
3. Approval of minutes of August 2, 1990 meeting 1-4
4. Reports of Standing Committees
  - A. Finance/Policy Committee - Clyde Baughard, Treasurer
    - Financial status report
    - Approval of claims for August
    - Other issues
  - B. Legislative Committee - George Carlson, Chairman
    - Federal Issues:
      - Report on Signing Ceremony to initiate construction 7-14
      - Congressman Visclosky's letter re: workshop/seminar on project bid procedures 15
      - Other issues

5  
6

+ Jerry Cottle  
Debbie Schubert  
Al Kennedy  
Pippin + Williams

ED Johnson  
886-6158  
6282

broken  
a copy of  
encl.

Nathaniel will  
call w/ed  
about  
bus. cards

B. Legislative Committee - cont'd

- State issues:

- 1990/91 Biennium Budget Request
- Briefing for Governor's executive aides on 8/27-28
- Other issues

C. Land Acquisition/Management Committee -  
Charles Agnew, Chairman

- **Committee meeting at 5:30 p.m.**
- Appraisals, offers, acquisitions, recommended actions
- Other issues

D. Interim Flood Control/Planning Committee -  
Clyde Baughard, Chairman

- Report of joint Basin/Development Commission meeting
- Ratification of contract between LCRBC and ConRail R.R. for culverts improvement project - approval subject to Basin Commission approval

E. Breakwaters/Marina Committee - Bill Tanke,  
Chairman

- Letters re: marina development status/responsibilities
  - Commission letter to Corps - 8/1
  - Corps letter of response - 8/8
- Report of recent floods impacts to breakwaters area  
Corps response
- Other Issues

16-17  
18

5. Other Business

6. Statements to Board from the floor

7. Set date for next meeting, adjournment

MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
HELD AT 6:30 P.M. THURSDAY, AUGUST 2, 1990  
AT THE COMMISSION OFFICES  
8149 KENNEDY AVENUE, HIGHLAND, INDIANA

- - - - -

Chairperson Arlene Colvin called the meeting to order at 6:35 p.m. Ten (10) Commissioners were present. Quorum was declared and guests were recognized.

Development Commissioners:

Charles Agnew  
Clyde Baughard  
Dave Springman  
Steve Davis  
Arlene Colvin  
Nathaniel Leonard  
William Critser  
John DeMeo  
William Tanke  
George Carlson

Staff:

Dan Gardner  
Lou Casale, Attorney  
Bruce Stouffer  
Sandy Mordus

Visitors:

Cynthia Graham - Dixon Dev.  
Pete Zak - South Shore Marina  
Alice Williams - 4111 W. 31st  
Jodi Dickey - LCPRD  
Bob Huffman - LCRBC  
Dick Wawrzyniak - IDNR  
Tom Browne - Rep. Visclosky's Of.  
Bob Bittke - Gary  
Sherylin Freeland - Visclosky's  
Office  
Kath Conroy - consultant  
Jerry Castle - Castle Estates,  
Munster

With of resignation of Doyle Niemeyer and the appointment of Arlene Colvin as Chairman, the Vice Chairman position was left vacant. Bill Tanke made a motion to elect George Carlson as Vice Chairman; motion seconded by John DeMeo; motion passed unanimously.

A motion was made by Bill Critser to approve the minutes of the July 5 meeting; motion seconded by Clyde Baughard; motion passed unanimously.

Finance/Policy Committee - Treasurer Clyde Baughard presented the financial status report for June as well as the claims. Mr. Baughard made a motion to approve the pending claims; motion seconded by Chuck Agnew; motion passed unanimously.

Mr. Baughard reported that requests for quotes in the solicitation of an escrow account were sent to the three largest banks in our area. Three quotes were received. They are:

INB - \$50  
Mercantile - \$350  
Gainer - \$750

Mr. Baughard made a motion for staff and attorney to negotiate with INB Bank (since they were the lowest) and make sure the charge is a one-time charge; motion seconded by Bill Critser; motion passed unanimously. Mr. Gardner referred to the Corps schedule that estimates how much money would be put into the escrow account over the construction period.

Legislative Committee - Dan Gardner announced that the signing ceremony with the Corps will be held Thursday, August 16. Details have been worked out and invitations are in the mail. Invitees include area legislators, elected officials, state officials, DNR, Budget Committee, Basin Commission, local environmental groups, etc. It is anticipated that the Governor and Congressman, along with a representative from the Senators' Office, will speak at the ceremony.

Mr. Gardner informed the Commissioners that he has talked with Partners in Contracting, an agency which helps contractors secure local federal contracts, and it is hoped that local contractors will participate in some of the construction contracts to be let.

Mr. Gardner informed the Commission that the State Budget Agency is sending out forms for requests for the 1991/92 biennial budget. We will parallel our other request for \$3 million that was previously made to the Build Indiana Fund. \$3 million is reflected in the construction schedule for FY91, 93 and 95. Staff will attend budget hearing when scheduled. Mr. Gardner referred to the Corps construction schedule contained in the agenda packet. It projects the Commission's financial capability in order for the Commission to be able to sign the Local Cooperation Agreement.

Clyde Baughard made a motion authorizing staff to submit a \$3 million request to the Budget Agency for the FY91 biennial budget for the continuing funding of the Little Calumet River Flood Control/Recreation Project; motion seconded by John DeMeo; motion passed unanimously.

Mr. Gardner announced that the Governor's assistants would be visiting northwest Indiana to receive a briefing on current projects. Mr. Gardner will inform them of the flood control project again so they will have a clear understanding and appreciation of the project.

Land Acquisition/Management Committee - Committee Chairman Chuck Agnew reported that there were 4 property closings - DC229, DC265, DC330 and DC308. Total is up to 80 lots with 40% being acquired.

Mr. Agnew stated that after August 16th, the Corps will let a demolition contract for 3 properties in Tolleston Club.

Chuck Agnew made a motion authorizing the attorney to institute collection procedures to collect money due us by a previous farm lessee. Money owned is over \$2,900; motion seconded by Clyde Baughard; motion passed unanimously.

A second previous farm lessee also owes the Commission money. Staff has received a letter from him stating he intends to pay just as soon as he can. Total amount outstanding from him is \$12,157.

Mr. Gardner discussed the Schererville borrow site property. The Commission is required to purchase property for the Corps for the purpose of removing the soil for levee construction. The Schererville site seems to be the best site as the soil meets the Corps specifications and the town of Schererville was interested in the property eventually being used as a town park (upon project completion). As of this date, no offers to purchase have been made nor has the property even been appraised. It appears that the current owner does not wish to sell so there are problems with the site. Mr. Gardner is hopeful that it can be worked out to everyone's satisfaction; however, there are alternatives to explore if this property becomes too expensive.

Several area meetings have been held with Kath Conroy, recreation consultant, and the Corps meeting with the towns/cities along the river. There are some problems with the current recreation plan - such as trail crossings. We will continue to work with the Corps and individual towns to resolve any problems.

Mr. Gardner referred to a letter to Rich Carlson that was sent regarding levee protection for Burr Street. Once we receive confirmation from the Corps that this will be included in the project, we will send notification to property owners along Burr St. We have every indication they will accept it but it is not in writing as of this date.

Interim Flood Control Committee - Attorney Lou Casale stated that he has received a revised contract from ConRail in regard to culvert replacement at Penn Central at Martin Luther King Dr. He is in the process of revising it. A meeting date needs to be identified for both the Little Calumet River Basin Commission and Development Commission to meet.

Mr. Gardner stated he had met with Greg Cvitovich, North Township Trustee, Wicker Park officials, Surveyor's Office, and the Corps to talk about protection for Wicker Park. A follow-up meeting date of September 5th was established. In the meantime, the Corps needs to identify the right-of-way in the Wicker Park area.

Breakwaters/Marina Committee - Committee Chairman William Tanke referred to letter in packet from the U.S. Marine Corps stating that the Marine Corps would not be able to do move the sand on the marina site without written approval from the local union. Thus far, the Commission has not been able to obtain that written approval. Staff had also sent the Governor a letter informing him of our failed efforts to effectuate sand removal and requested a meeting be set between the Governor's Office, DNR, Corps, city of Portage and the Development Commission to explore future options on how to meet the commitment of a public use marina development in Portage. Mr. Gardner stated he had met recently with Mayor Maletta and Bart Peterson. His concern is that the State must keep in mind the commitment to the Corps of the public marina, especially since there are approximately 2,000 slips requested in the four different permit applications before DNR at present.

Commissioner Steve Davis (also Lake Michigan specialist) met with John Hannon (city engineer of Portage), the Corps and JJ&R. JJ&R is undertaking a study on traffic capacity of boats in the waterway. Results should be ready soon.

Statements from the floor - Debbie Schubert of Black Oak presented a signed petition from homeowners along the river in the 7200 block of Gary. They are requesting first priority in the forthcoming floodproofing project. The petition will be forwarded to the Corps.

There being no further business, the meeting was adjourned at 7:35 p.m. The next meeting was scheduled for September 6, 1990.

/sjm

MERCANTILE NATIONAL BANK

JANUARY 1, 1990 - JULY 31, 1990

CASH POSTION - JANUARY 1, 1990

Checking Account			
Land Acquisition	\$	19,369.97	
General Fund		55,692.86	
Tax Fund		1,124.07	
Investments		<u>916,500.00</u>	
		\$	992,686.90

RECEIPTS - JANUARY 1, 1990 - JULY 31, 1990

Lease Rents	\$	40,253.89	
Interest		45,093.18	
Land Acquisition		567,836.66	
Tax Fund		9,134.55	
Miscellaneous Income		<u>97.39</u>	
		\$	662,415.67

DISBURSEMENTS - JANUARY 1, 1990 - JULY 31, 1990

1989 Expenses Paid in 1990	\$	15,988.84	
Taxes		5,658.55	
Per-diem Expenses		3,550.00	
Legal Services		1,825.85	
N I R P C		28,851.98	
Travel Mileage		5,919.20	
Printing & Advertising		414.97	
Bonds & Insurance		5,918.50	
Meeting Expenses		1,030.66	
L/A Professional Services			
(a) Appraisal Services		10,345.00	
(c) Engineering		1,100.00	
(d) Land Purchase Contractural		35,655.07	
(e) Operational Contractural		27,533.85	
(f) Market Economic Services		7,610.90	
(g) Moving & Relocation Expenses		34,294.93	
L/A Legal Services		14,577.00	
L/A Land Purchase Cost		136,410.94	
L/A Land Cap. Improvements		72,292.04	
L/A Insurance		<u>15,267.90</u>	
TOTAL DISBURSEMENTS:		\$	424,246.18

CASH POSITION - JULY 31, 1990

Checking Account			
Land Acquisition	\$	229,319.27	
General Fund		80,558.91	
Tax Fund		4,478.21	
Investments		<u>916,500.00</u>	
		\$	1,230.856.39



**NORTHWESTERN INDIANA  
REGIONAL  
PLANNING COMMISSION**

8149 Kennedy Ave.  
Highland, Indiana 46322

219-923-1060  
312-731-2646

DATE: JULY 23, 1990

CONTRACT NO: P1.01

ORGANIZATION: LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION

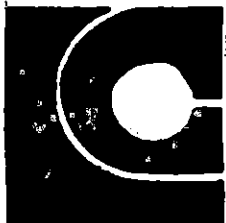
CONTRACT CODE: 952

PROJECT: FOR SERVICES PERFORMED DURING JUNE 1990

INVOICE NO: 06

I N V O I C E

SALARIES AND FRINGE BENEFITS: DAN GARDNER & SANDY MORDUS	\$ 3,900.00
ROOM RENTAL FOR ADDITIONAL LCRBDC STAFF	215.00
ACCOUNTING SERVICES	150.00
TELEPHONE: LOCAL SERVICE	60.00
TELEPHONE: BILLABLE CHARGES (ATTACHMENTS)	75.25
POSTAGE	109.70
COPYING CHARGES @ \$.05 PER COPY	202.40
GRAPHICS/PRINTING TIME @ \$17.50 PER HOUR (ATTACHMENTS)	17.50
STAFF MILEAGE/EXPENSES	207.70
OTHER CHARGES (ATTACHMENTS)	-0-
TOTAL JUNE 1990	\$ 4,937.55
OUTSTANDING PAYMENT DUE	-0-
TOTAL PAYMENT DUE	\$ 4,937.55



# Little Calumet River Basin Development Commission

8149 Kennedy Avenue Highland, Indiana 46322 (219) 923-1118

DOYLE NIEMEYER, Chairman  
Governor's Appointment

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Governor's Appointment

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Governor's Appointment

WILLIAM TANKE  
Porter County Commissioners'  
Appointment

DAN GARDNER  
Executive Director

August 9, 1990

Mr. Paul Benkowski  
U. S. Army Corps of Engineers  
111 N. Canal Street  
Chicago, IL 60606

Dear Paul:

The Little Calumet River Basin Development Commission at its July 5, 1990 board meeting, voted unanimously (8-0) to elect Arlene Colvin of Gary as the Chairperson of the board. This election was necessitated by the vacancy created by the resignation of Doyle Niemeyer who was moving from the state.

The Development Commission board then designated, by unanimous vote (8-0) to have Chairperson Arlene Colvin sign the Local Cooperation Agreement with the U. S. Army Corps of Engineers for the Little Calumet River Flood Control/Recreation Project.

Sincerely,

Dan Gardner  
Executive Director

/sjm

# SIGNING CEREMONY

## AUGUST 16, 1990

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The Honorable Peter J. Visclosky  
Representative-in-Congress, 1st Indiana District

Sue Anne Gilroy  
District Director, Office of Senator Richard Lugar

The Honorable Evan Bayh  
Governor, State of Indiana

The Honorable Thomas V. Barnes  
Mayor, City of Gary

Lt. Col. Randall R. Inouye  
Chicago District Engineer  
U. S. Army Corps of Engineers

Arlene Colvin  
Chairperson,  
Little Calumet River Basin Development Commission

# Little Cal project a reality

## River plan starts rolling at Thursday ceremony

By Rich James

Staff writer

GARY — Local, state and federal officials will take part in a signing ceremony Thursday to initiate construction of the Little Calumet River flood-control and recreation project. The 10 a.m. event is at the Conference Center at Indiana University Northwest.

The project, which has been talked about since 1955 and has been in the planning and land acquisition stages since 1965, is expected to be under construction for up to eight years, said Daniel Gardner, who has guided the project through Congress and the Indiana General Assembly.

"Now is the time we really get serious," Gardner said. "We have a contract with the government."

Gardner said Gov. Evan Bayh, U.S. Rep. Peter J. Visclosky, a representative of Sens. Richard Lugar and Dan Coats, several state legislators, Gary Mayor Thomas V. Barnes, Lt. Col. Randall Inouye, district director for the Chicago District of the Army Corps of Engineers, and Arlene Colvin, chairwoman of the Little Calumet River Basin Development Commission, will be among those taking part in the ceremony.

The project got its federal start in 1965 when U.S. Rep. Ray J. Madden and Sen. Birch Bayh won congressional approval to study the river.

In 1975, then-state Sen. Adam Benjamin Jr. secured the first state money for the project. Benjamin later kept the project alive when he went to Congress.

Since Benjamin's death, Visclosky has piloted the project through Congress, having secured the first \$3.39 million in federal money for the initial construction phase.

Gardner said about \$8 million of \$12 million in state appropriations over the last 15 years has been spent on the project. He added that another \$9 million will be sought from the General Assembly over the next six years. The federal portion of the project will amount to almost \$60 million.

The first four years of construction will be in Gary between Cline Avenue and approximately Interstate 65. It will involve construction of a wide levee to provide for a flood plain.

The last four years will focus on the area between Cline Avenue and the Indiana/Illinois state line. Existing levees there will be improved.

When completed, the project will eliminate the requirement for almost 1,000 homeowners along the river to carry flood insurance.

Canoeing, picnicking, nature studies, and hiking trails are a few of the recreation activities planned.



Times photo by John Smierciak

Gov. Evan Bayh and Gary Mayor Thomas Barnes talk Wednesday after signing a \$82.6 million river project.

## Little Cal River project begins

By REBECCA CHAMBERS

Times Staff Writer

GARY — After 25 years of talking about it, planners of the Little Calumet River flood-control and recreation project blew the dust off their groundbreaking shovels Thursday and officially dug in.

The \$82.6 million project, one of the costliest ever undertaken in Northwest Indiana, was written into action at a signing ceremony at Indiana University Northwest attended by Gov. Evan Bayh, Rep. Peter Visclosky, D-Ind., Gary Mayor

See LITTLE, Page A-5

## Little

Continued from Page A-1

Thomas Barnes, state legislators and other project officials.

"This is an important project," said Bayh, whose father, Sen. Birch Bayh, won congressional approval to study the river in 1965. Construction for the project will begin in September and finish in September 1996. The project is designed to shield more than 9,500 homes and businesses in Gary, Hammond, Highland, Griffith and Munster from the flooding that causes about \$9 million in damage a year.

Barnes and Visclosky said they will work to attract local and minority contractors for the project. "Our office will sponsor a local seminar focusing especially on minority contractors, letting them know what the procedures are," Visclosky said.

The project will protect about 3,500 acres of homes and businesses from flood damage, create a 4,000-

acre corridor park along the river and open up 5,000 acres of marginal land for development. Project features include:

- 9.7 miles of setback levees in Gary and Griffith.

- 9.5 miles of levees from the Illinois-Indiana state line and Cline Avenue in Hammond, Highland and Munster.

- 12.2 miles of new levees and floodwalls from the state line and Cline Avenue in Hammond, Highland, Munster and Griffith.

- 16.8 miles of hiking trails and recreational facilities along a 2,000-acre corridor.

Dan Gardner, executive director of the Little Calumet River Basin Development Commission, said the project involves \$25.7 million in state and local funding and \$56.9 million in federal money. About \$8 million in state and local appropriations already have been spent, he

said. The project will be divided into eight phases, starting with the bulldozing of three homes in Gary's Black Oak neighborhood to make room for a flood storage area. That phase will last from September to January, said Evelyn Schiele, spokesman for the U.S. Army Corps of Engineers. In the second through eighth phases, levees will be built in the areas of Broadway, Burr and Chase streets, Northcote, Kennedy and Columbia avenues, the Conrail tracks and the Illinois-Indiana state line from July 1991 to September 1996.

## **Flood control plan set in motion**

GARY - After 25 years of talk, the \$82.6 million Little Calumet River flood-control and recreation project became reality at a signing ceremony this week at Indiana University Northwest.

Construction for the project will begin in September and finish in September 1996. It is designed to shield more than 9,500 homes and businesses in Gary, Hammond, Highland, Griffith and Munster from the flooding that causes about \$9 million in damage a year.

The project will protect about 3,500 acres of homes and businesses from flood damage, create a 4,000-acre corridor park along the river and open up 5,000 acres of marginal land for development. Project features include:

- 9.7 miles of setback levees in Gary and Griffith.
- 9.5 miles of levees from the Illinois-Indiana state line and Cline Avenue in Hammond, Highland and Munster.
- 12.2 miles of new levees and floodwalls from the state line and Cline Avenue in Hammond, Highland, Munster and Griffith.
- 16.8 miles of hiking trails and recreational facilities along a 2,000-acre corridor.
- Floodproofing 38 homes in Gary.
- Modifying seven miles of river channel for better water flow.

# Little Cal flood plan welcomed

By SUSAN ERLER

Times Staff Writer

MUNSTER — When the Little Calumet River last flooded in a big way back in 1957, homes along the river in Munster got about seven inches of water in a 24-hour period.

Since then, the river has caused few flooding problems for Munster residents. Dikes put in almost immediately after the '57 flood have contained, for the most part, the river's overflow.

Still, the community welcomed the signing Thursday of a contract between the U.S. Army Corps of Engineers and the Little Calumet River Basin Development Commission to start the \$82.6 million project to control flooding and to create a recreation area along the river.

The work will make the river channel deeper, narrowing the flood plain that reaches into sections of Griffith, Highland and Munster, as well as Gary and Hammond.

"It'll floodproof the entire area," said Town Manager Thomas DiGiulio, taking homes on the north side of town out of the flood plain and relieving homeowners of flood insurance costs.

The project will mean a tremendous improvement for Highland, said Ronald Bradley, public works director. "The Little Cal has been a

See FLOOD, Page B-2

## Flood

Continued from Page B-1

problem to the town."

All of the town's drainage empties into the river. Everything north of Ridge Road empties into it directly; everything to the south gets there by way of the Cady Marsh Ditch.

As part of the project, Highland will get a greatly improved pump station on North Grace Street. The pump station serves a community east of Parrish, north of Highway and west of Cline.

When completed, it will pump

three times as much water into a river system improved to accept more water, Bradley said.

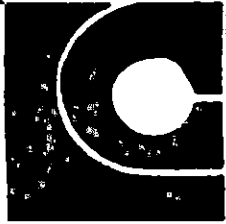
One of the effects the town will see is the elimination of flooding under bridges on Indianapolis Boulevard and Kennedy and Cline avenues, where police have had to block off traffic many times.

Bradley is pleased with the effort of all the communities involved in the project, especially Griffith. That town has pushed for funding of work on the Cady Marsh Ditch, which flows west through Griffith and

Highland where it empties into the Little Calumet River.

Plans there are to install a piping system that will carry water directly from Griffith to the Little Calumet River, avoiding the ditch, which has outlived its capacity to handle the volume of water it once did.

While few homes or businesses in Griffith are close enough to the Little Calumet to be flooded by it, Town Trustee Merle Colby said he is happy to see the river project get started. "It will help in the overall problem," he said.



# Little Calumet River Basin Development Commission

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DAVID SPRINGMAN  
Governor's Appointment

WILLIAM TANKE  
Porter County Commissioners'  
Appointment

DAN GARDNER  
Executive Director

August 23, 1990

The Honorable Evan Bayh  
Governor of Indiana  
State House Room 206  
Indianapolis, IN 46204

Dear Governor Bayh:

Thank you for taking time from your busy schedule to participate in the signing ceremony to initiate federal construction of the long-awaited Little Calumet River Flood Control/Recreation Project on August 16. Your presence and remarks added immensurably to setting a positive tone for the task ahead.

The partnership you suggested between the Federal, State and local officials we believe is truly the way to forge successful projects. We pledge to work closely with your administration, the State Budget Committee and General Assembly and the Indiana Department of Natural Resources to construct this project expeditiously and cost effectively. Again, thank you for your remarks and support.

Respectfully,

  
Dan Gardner  
Executive Director

/sjm

RICHARD G. LUGAR  
INDIANA

SH 308 SENATE OFFICE BUILDING  
WASHINGTON, DC 20510  
202-224-4814

COMMITTEES:

FOREIGN RELATIONS

AGRICULTURE, NUTRITION, AND FORESTRY

# United States Senate

WASHINGTON, DC 20510

August 17, 1990

Mr. Dan Gardner, Executive Director  
Little Calumet River Basin  
Development Commission  
8149 Kennedy Avenue  
Highland, Indiana 46322

Dear Dan:

Congratulations on an extraordinary day, which punctuated well the years of cooperation and perseverance by so many people. You did a beautiful job of introducing the day and guiding us through the program. I join Senator Lugar, Lane Ralph, and Tim Sanders in thanking you for your particular leadership on the Little Cal Project.

Please know that Senators Lugar and Coats stand ready to assist you and your staff in any way we can during the next twenty-five years.

Sincerely,



Sue Anne Gilroy  
State Director

SAG/dk

PETER J. VISCLOSKY  
1ST DISTRICT INDIANA

COMMITTEES  
PUBLIC WORKS AND  
TRANSPORTATION  
EDUCATION AND LABOR  
INTERIOR AND  
INSULAR AFFAIRS  
CONGRESSIONAL STEEL CAUCUS  
WHIP AT-LARGE

Congress of the United States  
House of Representatives  
Washington, DC 20515

420 CANNON BUILDING  
WASHINGTON, DC 20515  
(202) 225-2461

215 WEST 35TH AVENUE  
GARY, IN 46408  
TTY: TDD SERVICE AVAILABLE  
(219) 884-1177

CITY HALL - LOWER LEVEL  
100 EAST MICHIGAN BOULEVARD  
MICHIGAN CITY, IN 46360  
(219) 873-1435  
(219) 873-1436

August 13, 1990

Randall Inouye  
LTC, Corps of Engineers  
District Engineer  
219 South Dearborn Street  
Chicago, Illinois 60604-1797

Dear Col. Inouye:


As you may know the Little Calumet River Project has finally become a reality and construction will begin very shortly. Several contractors of my First Congressional District who wish to participate in this project have contacted my office seeking information.

In an effort to provide a general overview for the contractors on the Little Cal Project, Affirmative Action and the Bid Procedures relating to construction, I am requesting your assistance. My office in conjunction with the Little Calumet River Basin Development Commission and Partners In Contracting would like to sponsor a workshop/seminar for the business community.

The ceremony for initiation of the construction phase of the Little Calumet River Flood Control/Recreation Project will be on August 16, 1990. We would like to host the seminar very shortly after, possibly in early September. I have asked my Project Assistant, Ms. Sherylin Freeland to work on this special project. At your earliest convenience, would you or your appropriate staff contact Ms. Freeland at (219) 884-1177 to begin the planning process for the seminar.

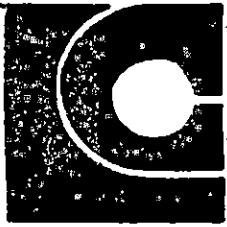
Thank you for your time and consideration. I look forward to meeting you in the near future.

Sincerely,

  
Peter J. Visclosky  
Member of Congress

PJV/sf

cc: Linnea Hokanson  
Dan Gardner



# Little Calumet River Basin Development Commission

8149 Kennedy Avenue Highland, Indiana 46322 (219) 923-1118

DOYLE NIEMEYER, Chairman  
Governor's Appointment

ARLENE COLVIN, Vice-Chairman  
Mayor of Gary's  
Appointment

CLYDE BAUGHARD, Treasurer  
Governor's Appointment

WILLIAM CRITSER, Secretary  
Governor's Appointment

CHARLES AGNEW  
Governor's Appointment

GEORGE CARLSON  
Mayor of Hammond's  
Appointment

NATHANIEL LEONARD  
Lake County Commissioners'  
Appointment

STEVE DAVIS  
Dept. of Natural Resources'  
Appointment

JOHN DEMEO  
Governor's Appointment

DAVID SPRINGMAN  
Governor's Appointment

WILLIAM TANKE  
Porter County Commissioners'  
Appointment

DAN GARDNER  
Executive Director

August 1, 1990

Mr. Dave Hunter  
Plan Formulation Section  
U. S. Army Corps of Engineers  
111 N. Canal Street  
Chicago, IL 60606

Dear Mr. Hunter:

The Little Calumet River Basin Development Commission is providing you an update of efforts toward meeting the obligation for providing public marina facilities, public launch lanes, public access and transient slips. The Development Commission has acquired an 18 acre site south of U.S. 12, east of Portage Burns Waterway, approximately 1/2 mile south of Lake Michigan as the public marina site. Over \$287,000 has been spent by the City of Portage, the Development Commission, GTE, and Gary Hobart Water Corporation bringing water, sewer to the site, and relocating a phone line to the periphery of the development site. Some 80,000 cubic yards of excess sand on the site has been removed in 1985 to begin lowering the site grade for basin development.

The Development Commission has been working with the city of Portage (Mayor Sammie Maletta), Governor Bayh's Office (Bart Peterson), the Marquette Yacht Club, and other interests to identify development entities to pursue construction/management of the required facilities. A major obstacle to financing of such a venture is the some 400,000-500,000 cubic yards of clean sand that currently still exists on the site. The Governor's Office has issued a policy statement urging the Development Commission, as a State entity, to restrict site sand removal to providing public shoreline mitigation, if at all possible. This directive has not found a mechanism to move the sand at little cost to the public. Currently, no funding exists to cause a

Mr. Dave Hunter  
August 1, 1990  
Page 2

major movement of sand. \$44,000 has been transferred to the Development Commission from the Indiana Department of Natural Resources from 1988 State General Assembly appropriations to initiate some shoreline mitigation. Rough cost estimates for sand removal have been put as high as \$2.00/cubic yards of sand for excavation and \$3.00/cubic yards of sand for transport. This cost increases the site preparation for development by some \$2 million and makes a positive return on investment impossible. Until a feasible method can be found to move this sand; the ability to attract development capital, either private investor or public funding, for the marina construction is severely constrained.

The Development Commission remains committed to meeting its public marina and launch facilities obligation as expeditiously as is possible. Toward this end, we are requesting the Chicago District Corps of Engineers to contact the Detroit District Corps of Engineers and emphasize to them the obligation of the project local sponsor and that this obligation needs to be factored into the current permitting requests before them. We believe the Detroit District needs to reflect the +300 slip public marina facility obligation with ancillary public launch lanes and transient slips as part of any number of slips or marinas permitted by the Corps. Currently, some four private marina developments requesting some 2,000 permitted slips is before the Detroit District Corps of Engineers. All of these proposals are private and it is imperative to allow for the mandated public facilities in any permitting plan by the Corps.

I have enclosed a position statement submitted by the Development Commission to both the Detroit District Corps of Engineers and the Indiana Department of Natural Resources for consideration of permits in the Portage-Burns Waterway.

Thank you for your attention to this issue.

Sincerely,

A handwritten signature in cursive script that reads "Dan Gardner".

Dan Gardner  
Executive Director

/sjm  
attach.



REPLY TO  
ATTENTION OF

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

8 AUG 1990

Plan Formulation Branch

Mr. Dan Gardner  
Executive Director  
Little Calumet River Basin  
Development Commission  
8149 Kennedy Avenue  
Highland, IN 46322

Dear Mr. Gardner:

In response to your letter of August 1, 1990, we will contact the Detroit District and inform them of the need to implement a marina for the Burns Waterway Small Boat Harbor and the requirements that the Little Calumet River Basin Development Commission has to provide as the local sponsor. We appreciate the status on your implementation of the marina and we urge you to proceed with urgency.

We are required to provide our higher authorities a Project Completion Report on the project. We have not done this since the element of the project that justifies the economic feasibility and Federal participation, the marina, is not completed. The North Central Division, U.S. Army Corps of Engineers, has recently notified us that a Project Completion Report is expected in the near future.

We recognize the efforts you have made to construct the marina and the difficulties you are encountering. However, it has been three years since the Federal construction was completed and no public marina is operational. If initiation of construction appears not to be before the end of Calendar Year 1991, we suggest that the Commission contract with other marina operators along Burns Waterway to provide the necessary 250 slips and three launch lanes in the interim. Of course these facilities would have to be open to all on equal terms to include a service dock and transient facilities. Mr. David Hunter is available to discuss this matter with the Commission at their convenience.

Sincerely,

Philip R. Bernstein  
Acting, Chief of Planning  
Division

## LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

FOR SEPTEMBER MEETING

## MONTHLY BUDGET REPORT

BUDGET CODE	BUDGET CATEGORY	BUDGET AMOUNT	AMOUNT PAID PREVIOUSLY	UNPAID BALANCE	AMOUNT READY FOR PAYMENT	PROJECTED BALANCE
119	PER DIEM EXPENSES	16000.00	3950.00	12050.00	0.00	12050.00
311	LEGAL SERVICES	7500.00	2133.18	5366.82	283.33	5083.49
312	NIRPC SERVICES	94000.00	33789.53	60210.47	4624.29	55586.18
323	TRAVEL & MILEAGE	6000.00	5979.20	20.80	0.00	20.80
331	PRINTING & ADVERTISING	2500.00	880.50	1619.50	67.45	1552.05
341	BONDS & INSURANCE	7500.00	5918.50	1581.50	0.00	1581.50
361	EMERGENCY MAINTENANCE COSTS	3500.00	0.00	3500.00	0.00	3500.00
399	MEETING EXPENSES	3000.00	1030.66	1969.34	204.89	1764.45
411	LEGAL SERVICES	50000.00	17043.00	32957.00	1716.00	31241.00
412	PROFESSIONAL SERVICES	150000.00	103854.15	46145.85	21969.78	24176.07
413	LAND PURCHASE COSTS	5790576.00	154937.94	5635638.06	16047.00	5619591.06
414	LAND CAPITAL IMPROVEMENTS	150000.00	117207.70	32792.30	875.00	31917.30
415	BURNS WATERWAY BREAKWATER	0.00	0.00	0.00	0.00	0.00
416	STRUCTURES CAPITAL IMPROVEMENT	40000.00	0.00	40000.00	0.00	40000.00
417	PROPERTY/STRUCTURES INSURANCE	25000.00	15267.90	9732.10	0.00	9732.10
418	CASH CONTRIBUTION (CORPS)	160000.00	0.00	160000.00	160000.00	0.00
		6505576.00	461992.26	6043583.74	205787.74	5837796.00

## CLAIMS READY FOR PAYMENT

BUDGET CODE	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
311	LOUIS M. CASALE	283.33	ATTORNEY RETAINER FEE AUGUST 1990
312	NIRPC	4624.29	FOR SERVICES PERFORMED JULY 1990
331	THE CALUMET PRESS	54.45	PRINTING EXPENSES INCURRED OF FLOOD CONTROL PROJECT
331	FEDERAL EXPRESS	13.00	COST INCURRED RE: SERVICES RENDERED ON 8/9/90
399	RIGBY'S	204.89	MEETING EXPENSES INCURRED ON 8/28/90
411	LOUIS M. CASALE	1716.00	LAND ACQUISITION LEGAL SERVICES AUGUST 1990
412	CHICAGO TITLE INSURANCE	190.00	TITLE WORK INCURRED ON DC314
412	ROBERT B. STOFFER	533.75	LAND ACQUISITION/MANAGEMENT SERVICES RENDERED 8/14-22/90
412	ALBERT MC CANCE	55.00	REPAIR WORK ON WELL SYSTEM ON LCRBDC PROPERTY
412	ROBERT B. STOFFER	770.00	LAND ACQUISITION/MANAGEMENT SERVICES RENDERED 8/23-9/6/90
412	NIPSCO	134.78	UTILITY BILL FOR PUMPING EXPENSES INCURRED 7/16-8/14/90
412	GEORGE TATUM	13605.00	REPLACEMENT HOUSING INCURRED ON DC233
412	CHICAGO TITLE INSURANCE	215.00	TITLE WORK INCURRED ON DC246 AND DC248
412	ROBERT B. STOFFER	411.25	LAND ACQUISITION/MANAGEMENT SERVICES RENDERED 8/6-13/90
412	KING CHARLES BROWN	750.00	MOVING EXPENSES INCURRED ON DC308
412	CHICAGO TITLE INSURANCE	55.00	TITLE WORK INCURRED ON DC236
412	CHARLES FOSTER	5250.00	RELOCATION COST INCURRED RE: DC289
413	BENNIE & RUTH HARGROVE	1200.00	PURCHASE PRICE OF PROPERTY ON DC248
413	LAKE COUNTY RECORDER	20.00	RECORDING FEES FOR DC330, 238, 292, AND 351
413	JUANITA LONGMIRE	315.00	PURCHASE PRICE OF PROPERTY DC314
413	ROBERT B. STOFFER	12.00	REIMBURSEMENT FOR RECORDING FEE INCREASE
413	BENNIE & RUTH HARGROVE	14500.00	PURCHASE PRICE OF PROPERTY ON DC246
414	LAKE COUNTY PARKS DEPT.	875.00	FINAL PAYMENT RE: MULTI-PURPOSE BUILDING PROJECT @ LAKE ETTA
418	ARMY CORPS. OF ENGINEERS	160000.00	CASH CONTRIBUTION RE: FLOOD PROTECTION & RECREATION PROJECT
		205787.74	



REPLY TO  
ATTENTION OF

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

**4 SEP 1990**

**Life Cycle Project Management**

Mr. Dan Gardner  
Executive Director  
Little Calumet River Basin  
Development Commission  
8149 Kennedy Avenue  
Highland, Indiana 46322

Dear Mr. Gardner:

We request that the Little Calumet River Basin Development Commission provide the local cash contribution of \$160,000 for the Little Calumet River Flood Protection and Recreation Project in accordance with Articles II and VI of the Local Cooperation Agreement executed on August 16, 1990. The check must be made payable to "FOA, USAED, North Central". Please furnish the payment by September 20, 1990.

The requested cash contribution represents the Commission's obligation to contribute 5 percent of the costs estimated to be incurred (related to structural flood control measures) through the end of the Government's fiscal year 1990 ending on September 30, 1990. If your staff has any questions, please contact Mr. Beldon McPheron at (312) 353-8809.

Sincerely,

*Richard E. Carlson*

RICHARD E. CARLSON  
Deputy District Engineer (PM)

W. H. S. Dept

CONSOLIDATED RAIL CORPORATION

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE  
CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation, party of the first part (hereinafter called "Railroad") and \_\_\_\_\_, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

in accordance with construction plans submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. \_\_\_\_\_, dated \_\_\_\_\_, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. Licensee shall pay to Railroad upon the execution hereof, the sum of Dollars (\$ 1.00 ) as reimbursement for the rights granted in this Agreement.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen or watchmen by Railroad, however, shall not release Licensee

from any and all other liabilities assumed by Licensee under the terms of this Agreement.

3. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, Railroad reserves the right to assess additional charges.

4. (a) Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon or in the property of Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of Railroad.

7. (a) It is understood between the parties hereto that the operations of Railroad at or near said FACILITIES involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefor, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad.

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right

7. to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said FACILITIES. Licensee agrees to pay such bills within ~~thirty (30)~~ <sup>thirty (30)</sup> days of the presentation thereof by Railroad. <sup>when reasonable and necessary</sup> ~~thirty (30)~~ <sup>90</sup>

9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, <sup>when reasonable and necessary</sup> ~~promptly~~ <sup>promptly</sup> change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its FACILITIES as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor. <sup>physically impossible elements</sup>

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of Licensee hereunder shall cease, ~~and terminate~~, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party. <sup>OK</sup>

1. except only as to any rentals and liability accrued prior thereto, ~~and Licensee shall remove its said FACILITIES and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.~~

?  
UT  
OK

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

Important  
76  
RA--  
Keep it  
upstream

out  
OK  
12. ~~In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.~~

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

Assignment  
all  
TO  
LCRDOC  
14. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on Page 1 without the consent and agreement in writing of Railroad being first had and obtained.

RR never has denied  
assign

-- add sentence  
can assign TO LCRDOC  
& notify RR

15. This Agreement shall be terminable upon mutual consent of the parties hereto, provided that this Agreement may be terminated by Railroad upon the violation of any of the terms, covenants and conditions of this Agreement on the part of Licensee.

16. This Agreement shall take effect as of the day of 19 , subject to the provisions of Article "19".

17. Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of Railroad to continue operation of the line of Railroad in the vicinity of the FACILITIES to prevent the termination of Licensee's occupation rights at any crossing or occupation covered hereunder on account of an abandonment of line or service by Railroad; nor shall there be any obligation upon Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line or service.

18. This Agreement is authorized to be entered into by Resolution, or Ordinance No. Adopted 19, By

is attached hereto. , a Certified copy of which

19. This Agreement will not become valid until the method of installation and all related matters have been approved by the Chief Engineer - Design and Construction of Railroad or his duly designated representative.

20. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said FACILITIES will be based on allowances approved by The United States Government in effect at the time the expenses are incurred.

21. This Agreement shall not be deemed or construed as transferring to Licensee any interest in the land of Railroad or any right in the nature of an interest, irrespective of any expenditure by Licensee for the FACILITIES.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until

UG MT MUN  
Revised 8/89

terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "14" of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

CONSOLIDATED RAIL CORPORATION

BY:

\_\_\_\_\_  
C. E. Wogan  
General Manager - Contracts

WITNESS:

BY:

\_\_\_\_\_  
Its

D-1-32-12  
 5-32  
 3-32  
 1-2

# ATTENDANCE ROSTER

Name of meeting: LCRBDC

Date: 9/6/90

	NAME (please print)	Organization and/or Address	
1	Becky J. Austin	5119 W. 26th Ave. Gary, Ind. 46418 <sup>1</sup>	
2	Bob Hoffman	Little Cal Basin Commission	2
3	DICK WAWRZYNIAK	DNR-DIV. WATER	3
4	TYRONE DIXON	Bayside	4
5	ED THIEN	DIXON DEVELOPMENT CORP	5
6	Pete Zak	South Shore Marina Inc	6
7	Mary Jane Zak	" " " "	7
8	EMERSON B. DELANEY JR	208 SOUTHMOOR RD. HAMMOND	8
9	Luci L. Foxton	115 W. 5th Av., Gary (Red.)	9
10	Jerry Castle		10
11	Da Kennedy	Lake Co. Park Board	11
12	Debbie Schbeut		12
13	Gloria Williams		13
14	Mrs Pipkins		14
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Chairman:

Location:

next list  
and back of letter  
see + letter  
Action send

Sept. 6, 1990

- need letter containing I was at the last 3 meetings. also phone call 8-3-90.
- I spoke to ask support giving the area north of Little Calumet River east of Clive Ave., a better priority in flood proofing scheduling.
- Beside the inconvenience, include that I was concerned for our health for instance the June 1989 flood contained large amounts of Griffith raw sewage. When the river overflows, we got 2 feet water around our houses and the neighborhood has well water.
- Also add, you received a petition from other concerned citizens directly abused with exception of Mr. Coopwood.
- If the Army Corp of Engineers cannot give us a better priority, please state reason.
- Signed by executive director and witness.  
Thank you for everything you've done to bring about this project, you should be proud.

Sincerely  
Deborah Schubert.