



# Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-0696

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ROBERT HUFFMAN, Chairman  
Governor's Appointment

ROBERT TRELO, Vice Chairman  
Governor's Appointment

CHARLES AGNEW, Treasurer  
Governor's Appointment

EMERSON DELANEY, Secretary  
Governor's Appointment

GEORGE CARLSON  
Mayor of Hammond's  
Appointment

ROGER CHIABAI  
Governor's Appointment

ARLENE COLVIN  
Mayor of Gary's  
Appointment

STEVE DAVIS  
Dept. of Natural Resources'  
Appointment

JOHN DEMEO  
Governor's Appointment

WILLIAM TANKE  
Porter County's Commissioners'  
Appointment

MARION WILLIAMS  
Lake County Commissioners'  
Appointment

DAN GARDNER  
Executive Director

LOUIS CASALE  
Attorney

## MEETING NOTICE

**THERE WILL BE A MEETING OF THE  
LITTLE CALUMET RIVER BASIN DEVELOPMENT  
COMMISSION  
AT 6:00 P.M. THURSDAY, NOVEMBER 6, 1997  
AT THE COMMISSION OFFICE  
6100 SOUTHPORT ROAD  
PORTAGE, IN**

## A G E N D A

1. Call to Order by Chairman Robert Huffman
2. Pledge of Allegiance
3. Recognition of Visitors, Guests
4. Approval of minutes of October 2, 1997
5. Chairman's Report
6. Executive Director's Report

- Meeting held 10/10 re: Grant St. interchange reconstruction
- Meeting with Mayor King/Col. Gerber to discuss COE meeting minority participation goal
- Meeting with city of Gary personnel 10/28 re: clay availability

*Sandy*  
*Nov. 14*  
*meeting*  
*Park &*  
*design*  
*fun*  
*for*  
*driving*  
*range*

*ABSENT*

*1-4*

*Mike Payne*  
*John Huffman*

*R.C. left early*



7. Reports of Standing Committees

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

- Appraisals, offers, acquisitions, recommended actions
  - Land Acquisition Items of Discussion
  - Action needed on filing of condemnations, if required
  - Groundbreaking ceremony at Lake Etta scheduled for 10:00 a.m.  
Wednesday, November 5th
  - Other issues
- 5-6

B. Project Engineering/Construction Committee - Robert Huffman, Chairman

- Recommended actions
  - Engineering Items of Discussion
  - Several meetings of the Gary School City attended by staff -
    - 10/7, 10/14, 10/21, 10/28
  - Other issues
- 7-8

C. Legislative Committee - George Carlson, Chairman

- State Budget Committee meeting on Sept. 18-20, 1997
- Other issues

D. Marina Development Committee - Bill Tanke, Chairman

- Status report of marina issues
    - Staff met with Jeff Bartoszek, John Hannon and Mike Doyne on October 29th to review bids received for Phase II
  - State Budget Committee to meet November 17th
  - Status of Ogden Dunes lawsuit
  - Other issues
- 9-10
- 11

E. Finance/Policy Committee - Charles Agnew, Treasurer

- Financial status report
  - Approval of claims for October 1997
  - Other issues
- 12-13  
14-15

8. Other Business

- Report on video committee meeting

9. Statements to the Board from the floor

10. Set date for next meeting; adjournment

MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
HELD AT 6:00 P.M. THURSDAY, OCTOBER 2, 1997  
AT THE COMMISSION OFFICE  
6100 SOUTHPORT ROAD  
HIGHLAND, INDIANA

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Chairman Bob Huffman called the meeting to order at 6:10 p.m. Eight (8) Commissioners were present. Pledge of Allegiance was recited. Quorum was declared and guests were recognized.

Development Commissioners:

Robert Huffman  
Marion Williams  
Roger Chiabai  
Steve Davis  
Robert Trelo  
Charles Agnew  
George Carlson  
Arlene Colvin

Visitors:

Jim Flora - RWarmstrong  
Denis Buska - Munster, IN  
Pete Zak - South Shore Marina  
Kathy Ceperich - Portage News

Staff:

Dan Gardner  
Lou Casale  
James Pokrajac  
Sandy Mordus  
Judy Vamos  
Jim Spivak

The minutes of the September 4, 1997 meeting were approved by a motion from Chuck Agnew; motion seconded by Bob Trelo; motion passed unanimously.

Chairman's Report - Chairman Bob Huffman referred to the letter in the agenda packet from Brigadier General H. A. Van Winkle thanking us for the hospitality extended and the informative overview of the Commission and its role to the project. Mr. Huffman thanked staff.

Executive Director's Report - Mr. Gardner informed the Board members that a presentation was made on 9/16 to the Gary School City Buildings & Grounds Committee regarding several flowage easements that are needed for the project on school city property. There were many questions from the Committee but staff assured them that we were taking only the least interest in the property and the project would provide structural protection and drainage improvements in the area. Staff first met with Joe Hoppe, Director to the School Board, and Allen Kress, Director of Economic & Development for the City to explain the necessity of the lands to the project. Staff will attend the next School meeting on October 7th and again make a presentation to the Board members. Gwen Adams

from the City will attend also to give the City's prospective of the project and how it relates to economic development for the City.

Mr. Gardner also informed the Board that he met with Deputy Mayor Suzette Raggs and Jewel Harris regarding the Clark-Chase borrow site. The city has an interest in using some of the clay from that site to close out the Gary City landfill (as mandated by IDEM to do so). It could be advantageous to both the City and the Commission to work together to get the site open. Further discussion with the City will follow. Also discussed was the minority participation in contracts. After staff's follow-up, it was determined that the goal of 40% minority participation (existing plan in place) is not being met. There appears to be no tracking system or follow-through once a contract is let by the COE to determine if the 40% goal is met. We have relayed to the COE office that the Mayor would like to schedule a meeting concerning this topic with the Colonel. Staff will coordinate such a meeting.

Attorney Casale presented a Memorandum of Agreement allowing for a 2 acre wetland mitigation area for the Grant Street interchange project. A November letting date was anticipated but it has been moved back to December. The MOA needs to be in place before INDOT can begin construction because of permitting reasons. The agreement will provide our commitment for the 2 acre mitigated land. The attorney read the MOA. Roger Chiabai made a motion to enter into the MOA to allow for the 2 acre commitment to INDOT so they can secure permitting; motion seconded by Arlene Colvin; motion passed unanimously.

Land Acquisition Committee - Committee Chairman Chuck Agnew made a motion authorizing the increase of offers on DC348 to \$800; DC349 to \$1500; DC482 to \$1,000; DC487 to \$1,000; DC534 to \$1,000; and DC482 to \$950; motion seconded by Arlene Colvin; motion passed unanimously. Mr. Agnew then made a motion to file eminent domain proceedings against DC543 in Stage II-4; motion seconded by Roger Chiabai; motion passed unanimously.

Mr. Agnew then made a motion to accept a proposal from Boyd Construction to install a drain system to the septic field on Commission property at Chase Street Farm Stand; motion seconded by Roger Chiabai; motion passed unanimously.

Discussion ensued on the memo received from Environmental Inc. stating total revised cost of \$46,709.25 for removal of drums and cleanup of area. When they first gave us a proposal, a complete analysis of the area had to be done before a total cost was known.

We had previously approved the unit prices provided by Environmental Inc. After discussion, Chuck Agnew made a motion to accept the amount of \$46,709.25 and have them proceed with the work; motion seconded by Arlene Colvin; motion passed unanimously.

Mr. Agnew made a motion to approve a license agreement for Dyer Construction Co. to temporarily store wood chips and excavated material for landscaping on Commission property in IV-2B outside the work limits; motion seconded by Bob Trelo; motion passed unanimously.

Mr. Agnew then made a motion allowing Ameritech to hook onto the tower leased to Chicago Tower Company and to build a small building to store their equipment at an additional increased rental fee of \$250 (total monthly lease money would be \$1,250); motion seconded by Arlene Colvin; motion passed unanimously.

Mr. Agnew made a motion to make available a maximum of \$150,800 to Rausch Construction Company to build the roadway at Deep River borrow site as part of the Big Maple Lake development. There are ongoing discussions with Lake County Parks Dept. as to whether they will pave the lot this year. It would probably be cheaper to pave now since the contractor will be on the site but the Parks Dept. has not made the funding commitment for paving yet. The COE is requesting the money for the roadway and paving be put in an escrow account before the work begins. Motion seconded by Steve Davis; motion passed 5 to 2, with Commissioners Marion Williams and George Carlson voting against and Commissioner Chiabai leaving before the vote was taken.

Commissioner Agnew referred to the handout listing incoming lease monies the Commission is receiving or will receive in the near future. Total yearly lease money is about \$72,500.

Commissioner Marion Williams questioned the Commission's policy on leasing property. Mr. Gardner answered in that acquisition of property is based solely on what is needed for the project. If land purchased can be leased in a manner that is compatible with the project and since the Commission does not have a continuing source of income for administration, this lease money helps us with expenses. Leases will be reviewed to determine consistency and a policy will be discussed with the Board.

Project Engineering Committee - Committee Chairman Bob Huffman reported that construction is ongoing at the OxBow area in Hammond, Gleason Park in Gary and at Lake Etta park. He referred to the technical review meeting held at the Chicago COE office on 9/17 in which Dan Gardner, Jim Pokrajac and Jim Flora attended. Mr. Flora informed the Board members of many of the topics discussed at that



meeting including items such as interior drainage, overflow areas, levee crest elevations in non-trail areas, how levee and trail sections should be finished off, etc. Mr. Gardner added that one topic discussed was what further steps (i.e. pumping improvements) could be taken to make the land as developable as possible.

Legislative Committee - Committee Chairman George Carlson informed the Board members that the State Budget Committee met on September 18-20 but did not release the \$2 million to the LMMDC so that Portage could construct Phase II of the marina project. They are hopeful for the October meeting but there is no assurances at this point. The LMMDC did receive a letter from the Budget Director asking for various status on the marina projects and how funds were spent.

Commissioner Carlson also referred to a news article stating that the House has passed a water bill which includes \$5.3 million of federal funding for FY98. It now goes to the Senate for approval.

Marina Committee - In Committee Chairman Bill Tanke's absence, Mr. Gardner gave the marina report. Mr. Carlson made a motion to approve the claim of \$28,643.84 payable to NBD for the October marina bond payment; motion seconded by Arlene Colvin; motion passed unanimously. Mr. Gardner stressed that the money comes from the marina account through the city and not out of Commission funds.

He further stated that further development of the marina is predicated on the release of the \$2 million to Portage; this is being handled between the Mayor's office, the Budget Committee and the legislators. Although bids for Phase II development will be received, they cannot be awarded until project is assured of fund availability. The Development Commission is not being asked for any funds to do a Phase II development.

Finance/Policy Committee - Treasurer Chuck Agnew gave the financial report. Mr. Agnew made a motion to approve the financial status statement for August and approve the claims for payment totaling \$57,578.02; motion seconded by George Carlson; motion approved unanimously. Mr. Agnew also referred to the COE letter requesting the Commission's 5% cash contribution for FY98 in the amount of \$766,000 and made a motion approving the amount to be paid to them; motion seconded by George Carlson; motion passed unanimously.

Other Business - There was none.

Statements from the floor - There were none.

There being no further business, the next regular Commission meeting was scheduled for 6:00 p.m. Thursday, November 6, 1997.

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November 6, 1997

## **"ITEMS OF DISCUSSION" LAND ACQUISITION**

### **MOTIONS:**

1. Motion to condemn properties as listed at meeting.
2. Motion to increase real estate offers to avoid condemnation as listed at meeting.
3. Any other motions?

#### **1. Deep River Borrow:**

A. Borrow agreement extended to the end of the 1997 construction season. (The contractor has completed all of the Big Maple Lake contract, including all seeding on October 24).

B. We received the cost for all of the extra work for the closure contract on August 20, 1997 in the amount of \$261,750.

- Final cost review with the COE and Rausch Construction has been completed, and the modified total is \$244,945. The COE is aware that the limit of our participation is \$150,800.
- The final costs for all work, excluding paving, is \$146,100, and the paving portion would be \$98,845.
- To complete all work, including paving, we would participate at \$150,800 and Lake County Parks would contribute the balance of \$94,145.
- On October 21, Lake County Parks decided to pick up only the option for \$146,100, that includes the roadway to the new parking lot from the haul road, the parking lot, the earthen berm along Ainsworth, and the trail around the lake (no asphalt included for any of these items).
- This work is scheduled to be completed by November 7 by Rausch Construction.

#### **2. Pond 40 Borrow:**

A. The clay has all been removed from this property for the Stage II Phase 3C2 project.

B. A final site inspection was made with the COE, the contractor, and Hugh Smith on October 20 to review the site condition as per our agreement, and the site was found to be acceptable as per our agreement.

#### **3. Clark-Chase Borrow:**

A. Received a request from the city of Gary to use approx. 100,000 cu.yds. of clay from our Clark-Chase borrow site.

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- A meeting was held with the city of Gary, LCRBDC, and all concerned parties on October 28 to review actual locations and the scope of work, then discuss an agreement.
- A plan view and scope of work have been completed and were presented at this meeting.
- Gary said they have until May/June 1998 to complete this project, and would like to access the site in 4-5 weeks if possible.

4. East Reach Remediation Area

A. Had a meeting with the Gary School Corporation Board on October 21, 1997 to review project lands we must obtain for upcoming segments in II-4 and the east reach remediation area.

- This was presented to the School Board on October 28th. The agreements for DC-500 (Carver School) and the levee portion of the east reach remediation area were approved.

B. A similar meeting is scheduled for November 6th with Gary Parks & Rec. to review requests for property, answer questions about the project, and to present agreements.

C. Projected cost for this project is approx. \$2 million and we are awaiting Federal inclusion for COE cost sharing. (PAC agreement) Ongoing.

5. Chase Street Produce

A. A business license agreement was signed by both parties and sent to the Witvoets on June 24, 1997, that extended until the end of 1997.

B. Items of our responsibility and considerations are as follows:

1. Using a trailer for material storage instead of remodelling on the west side of the building. (getting prices)
  - Approx. \$2500 for a trailer, and re-conditioning, moving to the site, and re-locating material from the building to the trailer.
2. Getting fill for sub-grade at no cost for the parking area from a COE contractor (Approx. 2,000 cu.yds. needed, 1300 cu.yds. in place). Will be obtaining bids to bring in remainder of fill and place approx. 6" of stone.
3. We will get bids to do paving in the spring.
4. BOYD CONSTRUCTION is scheduled to complete the new floor drain system no later than November 7.
5. We received a list from the Witvoets on October 21 of money spent, to date, for upgrading and improving the facilities.

6. Received information from the COE on projected O & M costs for the Gary portion of the project in the amount of \$849,441 annually.

- A. Additional information detailing the breakdown of these costs was provided to us at the Technical Review Meeting on Sept. 17.
- B. The cost breakdowns and clarifications were presented to the LCRBDC Commissioners at the October 2 meeting for review and comment.



November 6, 1997

## **"ITEMS OF DISCUSSION" ENGINEERING**

### **MOTIONS:**

1. Any motions

#### **1. Recreation - Phase 1**

##### **General**

- Notice to proceed given on June 12, 1997. The contractor has 365 days to complete the project from the date of the notice to proceed.
- No blacktop paving will be done this construction season for Oxbow or Gleason Park. It is the intent of the contractor to have all prep work completed in order to pave early in the spring.

##### **A. OX-BOW (Hammond)**

- Construction at the Oxbow started on August 12, 1997, contractor agreed to complete as soon as possible pending weather conditions.
  - A. The parking lot and trail are currently stoned, graded, and compacted and are scheduled to be paved in the spring of 1998.
  - B. South trail area (existing levee to where the boardwalk starts).
    - Stoning of the south, at-grade trail has been completed, the bridge and ramp are installed, and the contractor will be working on the boardwalk this winter.
  - C. Hammond advertising for bids for their portion of work on August 28, 1997. (The bid opening was on September 30th)
    - Successful bidder was Gariup Construction
  - D. Groundbreaking scheduled to be done next spring.

##### **B. Gleason Park (Gary Parks & Recreation)**

- Clearing and grubbing have been completed.
- Parking lot area is graded, stoned and compacted. Blacktop is scheduled for next year. (Including 30th Ave.)
- The access trails are stoned and will also be paved next year.
- The piles are now installed for the observation deck and the fishing pier, framing has started for the structural and both are anticipated for completion by the end of November.

##### **C. Lake Etta (Lake County Parks)**

- The contractor is scheduled to complete the parking lot and access ramps over the levee by Nov. 5th. This includes geotextile and stone - will try to pave parking area this year.
- Re-grading to be started at fishing pier and observation deck area after

**Nov. 5th.**

- **Groundbreaking with Lake Co. Parks scheduled for November 5th.**

**D. Chase Street Trail (City of Gary)**

- **Trail along the east side of Chase and the parking lot are currently stoned, and are scheduled to be paved this year.**
- **Received cost estimate from Dyer Construction to provide safety barrier between the Chase St. pavement and the new trail.**

**2. Burr Street Levee**

- A. Had a coordination meeting with the COE and a Griffith developer on Oct. 22nd to review engineering/mitigation overlap south of NIPSO R/W between the EJ&E RR and Arbogast.**
- **Developer to send plans to COE to incorporate in their design.**

- 3. A coordination meeting for the west reach pump stations was held on September 22, 1997 with Hammond, Highland, and Munster to review the costs comparing new versus re-habilitated pumps and cost participation.**
- A. The COE told us on October 10th that money will not be available to do any of the West Reach Pump Station work as scheduled for the 1997 construction season due to lack of available funds. (Awaiting a letter of explanation from the COE) to share with the communities.**

# Board still waiting for funds from state

Until state funds are released for the Phase II of the Portage Marina Project, the Board of Public Works and Safety is taking the bids they have under advisement and motioned to wait until their next meeting to make their decision to award bids for the marina expansion project.

City Engineer John Hannon said the state budget committee is expected to have a meeting later this week and could decide to free up the estimated \$2 million needed for building and engineering costs. The money would be used to fund Phase II of the marina project which would add between 60 and 100 more slips, more parking and a bathhouse to the Portage Marina.

Portage Marina.

He explained that if the funds are not released, the project could be at-risk for the 1998 boating season.

"Boaters usually make their decision within the next 60 days for next year," he said.

Many will not want to commit to a slip which may or may not be complete for the 1998 boating season, he said.

The board did open the submitted bids for the anticipated marina project.

For paving, retaining wall, sidewalks, storm sewer and aboveground infrastructure they received three bids: Gariup Construction of Gary bid \$587,000; Rieth-Riley of Gary bid \$814,282; Hardman Construction of Ludington,

MI bid \$663,745 and Brant Construction of Griffith bid \$550,818.

The engineer's estimate for the project cost was \$520,000.

Three bids were received for a proposed bathhouse. Brant Construction of Griffith bid \$215,000; Larson-Daniels of LaPorte bid \$237,421 and Gariup Construction of Gary bid \$247,000.

Only two bids were received for the proposed docks, related utilities and steel pilings. Gariup Construction of Gary bid \$655,226 and Hardman Construction of Ludington, MI bid \$629,900.

If the funds are approved,

the board could elect to award the bids at the next meeting on Oct. 27.

Although the material and supplies list for 1998 was unanimously approved, City Engineer John Hannon recommended that, in the future, items lists be compiled from anticipated project needs to give bidders a better idea of the quantity under consideration and also to encourage bidders to bid since the projects are identified instead of just compiled from a list.

The board also approved a change order to the Willowcreek Rd. project at Lute Rd. and U.S. 6 to include pedestrian push buttons for crossing and 'Walk' 'Don't Walk' lights.

## Marina Commission faces question of growth

**Kathy Ceperich**

Before making a decision about the future of the Lake Michigan Marina Development Commission, Chair Sheila Brillson, mayor of Michigan City, tabled the discussion at the Tuesday morning meeting until other-mayor members were present.

The issue of future of the commission was brought into question by the State Budget

Committee regarding future state funding.

Originally established in Sept. 1985, the commission undertook the responsibility of developing a comprehensive regional plan for marina development on Indiana's shoreline.

Its responsibilities have expanded to such areas as environmental issues, water safety and permitting, explained Brillson. She was looking into inviting smaller neighboring shoreline communities into the commission to gain strength with legislators.

"(Legislators' downstate) may not understand the lake's

importance to the economy and tourism," she said.

Although unable to attend the meeting, Portage Mayor Sammie Maletta disagreed with the direction that the commission needed to take.

"The shoreline issues still need to be attended to," he stated.

He recommended that a new committee be formed instead of expanding the scope of the existing commission.

He attributes the shift in focus of the commission contributing to the legislators not releasing funds for the pending Phase II of the Portage Marina project.



## Sights set for marina and golf course, but still waiting

-Kathy Ceperich

The "old business" of Phase II of the Portage Marina has once again been tabled by the Portage Board of Works on Monday for lack of funding. The board is waiting for the State Budget Agency to release funds for the project.

Phase II would add between 60 and 100 slips, a bathhouse and infrastructure, including more parking, to the existing marina. If the issue is tabled for too much longer, the winter weather would interfere with construction plans and could affect the boaters choice of which slip they will choose for the next boating season, especially if there is concern that the slips will not be complete in time.

Some of the bids were

opened in August and are good for 90 days.

"The bids are good until Nov. 25," said City Engineer John Hannon:

Mayor Sammie Maletta feels confident that the marina will be included on the Nov. 14 state agenda and that funds could be released then. Board members were open to a special meeting, if need be, to act on the bids if the funds are awarded.

Hannon agreed to contact low bidders to determine what work they can do if the project gets the mid-November go-ahead.

The board is also considering condemnation proceedings for property which is currently owned by Midwest Steel. The proceedings would only be initiated if no settlement was reached at a negotiating meeting set for Thursday.

The city wants the site for "public recreation" but a negotiated settlement has not been able to be reached. The roughly 66 acres are the site of the mill's former supervisor's club and includes tennis courts and swimming pool. It is speculated that the site could be used for a proposed city golf course.

The city is offering about \$700,000, said Board Attorney Greg Sobkowski. He said the condemnation proceedings were not meant to be adversarial.

Midwest's Controller Frank Smith on Tuesday said he was unaware of the condemnation proceedings. He said rapport was good and that the issue was still in negotiations and he would not comment.

Condemnation proceedings would involve filing a claim in court and then relying on the court's decision if the city is en-

titled to the property, said Sobkowski. If the city would win the claim, court appointed appraisers would determine the price for the property.

The board also approved its first sidewalk waiver since the new policy was enacted. Under the new policy, residents qualifying for a waiver, pay 80 percent of the cost of the sidewalk installation although no sidewalk is installed.

The waiver for 30 feet of sidewalk at a residence at 5845 Stone Ave. will generate \$364 of funds which will be added into the sidewalk waiver fund.

The fund has not yet been created and should be on the agenda for next month's city council meeting.

For now, the money will go into the general miscellaneous fund until the new fund is created.

Times, Fri. 10/24/97

■ Government says agreement with Indiana exempts corps from responsibility for erosion.

BY JOYCE RUSSELL  
Times Staff Writer

OGDEN DUNES — In what some residents of this Lake Michigan town term a fight between David and Goliath, the little guy may have won the first battle.

Ogden Dunes Town Attorney Jeffrey Gunning announced Thursday night that the federal government has sued the State of Indiana, the Indiana Port Commission and the Little Calumet River Basin Development Commission this week over the cause of erosion on the Ogden Dunes beach.

Gunning said the suit filed by the federal government basically tells the state, "We told you we would build the port for you, if you indemnify us and hold us harmless."

The town and 135 residents filed suit earlier this year against the U.S. Army Corps of Engineers, Indiana Port Commission, Little Calumet River Basin Development Commission, National Steel Co. and Bethlehem Steel Corp. The town's lawsuit contends that the agencies knew erosion would be caused when Indiana's International Port was constructed, but constructed the port anyway and have never done anything to rectify the erosion that has claimed the majority of the town's beach.

### The legal battle

Earlier this year, the town of Ogden Dunes and 135 residents filed suit to collect damages for beach erosion they believe was caused by the building of the International Port of Indiana. Among those it sued were the state of Indiana and the U.S. Army Corps of Engineers.

The lawsuit contends that the building of the port and the addition of a breakwall for a small boat harbor caused serious erosion of the Lake Michigan shore in nearby Ogden Dunes.

This week the federal government filed suit against the State of Indiana, claiming that in the corps' agreement to build the port the state exempted it from any damages the work could cause.

The town and 135 residents filed suit earlier this year against the U.S. Army Corps of Engineers, Indiana Port Commission, Little Calumet River Basin Development Commission, National Steel Co. and Bethlehem Steel Corp. The town's lawsuit contends that the agencies knew erosion would be caused when Indiana's International Port was constructed, but constructed the port anyway and have never done anything to rectify the erosion that has claimed the majority of the town's beach.

## OGDEN DUNES

# Feds sue state over erosion

## Erosion

Continued from A-1

The federal government is taking the town's position, said Gunning, adding that the new lawsuit is saying the state should take responsibility for its actions: the building of the port more than two decades ago.

"They are on the side of the town in the state causing the erosion," said Jack Hinman, chairman of the Ogden Dunes Beach Nourishment Committee, in reaction to the latest chapter in the erosion lawsuit battle.

The federal lawsuit is legally referred to as a "third party complaint."

The town's and residents' \$62 million lawsuit was originally filed in federal court in Hammond but has been reassigned to Judge Allen Sharp in South Bend. The third party complaint against the state and accompanying cross complaints against the Indiana Port Commission and Little Calumet River Basin Development Commission were filed in South Bend.

Gunning said the lawsuits contend that the state and its agencies entered into contracts with

*"(The federal government is) on the side of the town in the state causing the erosion."*

Jack Hinman,  
Ogden Dunes Beach  
Nourishment Committee

the federal government for the construction of the port on the condition that the federal government would be released from liability by the state.

"It is what we hoped for," said Trusten "Buzz" Lee, head of the Concerned Citizens Committee and member of the beach nourishment committee.

"This confirms what we have said all along, that it's the port complex that is causing the shoreline erosion that has taken our town beach and threatens our back yards and homes in Ogden Dunes," Lee said.

**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**

**FINANCIAL STATEMENT**

**JANUARY 1, 1997-SEPTEMBER 30 1997**

**CASH POSITION - JANUARY 1, 1997**

**CHECKING ACCOUNT**

LAND ACQUISITION	751,438.05	
GENERAL FUND	89,384.61	
TAX FUND	(292.56)	
INVESTMENTS	1,016,000.00	
ESCROW ACCOUNT INTEREST	90,968.84	
		<b>1,947,498.94</b>

**RECEIPTS - JANUARY 1, 1997 - SEPTEMBER 30, 1997**

LEASE RENTS	44,685.95	
INTEREST INCOME	35,631.98	
LAND ACQUISITION	705,497.05	
ESCROW ACCOUNT INTEREST	3,920.75	
REIMBURSEMENT FOR TAXES	243.46	
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	1,416.46	
TOTAL RECEIPTS		<b>791,395.65</b>

**DISBURSEMENTS - JANUARY 1, 1997 - SEPTEMBER 30, 1997**

**ADMINISTRATIVE**

1996 EXPENSES PAID IN 1997	73,889.65
PER DIEM	9,550.00
LEGAL SERVICES	4,450.97
NIRPC	81,227.73
TRAVEL & MILEAGE	1,351.50
PRINTING & ADVERTISING	994.23
BONDS & INSURANCE	6,095.13
TELEPHONE EXPENSE	6,024.97
MEETING EXPENSE	6,891.41

**LAND ACQUISITION**

LEGAL SERVICES	84,844.63
APPRAISAL SERVICES	3,900.00
ENGINEERING SERVICES	50,774.88
LAND PURCHASE CONTRACTUAL	6,307.00
FACILITIES/PROJECT MAINTENANCE SERVICES	19,020.00
OPERATIONS SERVICES	1,779.90
LAND MANAGEMENT SERVICES	83,170.22
SURVEYING SERVICES	21,231.00
PROPERTY & STRUCTURE COSTS	40,137.85
TAXES	5,883.63
PROPERTY & STRUCTURES INSURANCE	20,589.00
UTILITY RELOCATION SERVICES	210,872.19
LAND CAPITAL IMPROVEMENT	594,884.08
STRUCTURAL CAPITAL IMPROVEMENTS	275.00

**TOTAL DISBURSEMENTS:**

**1,260,255.32**

**CASH POSITION - SEPTEMBER 30, 1997**

**CHECKING ACCOUNT**

LAND ACQUISITION	243,853.77	
GENERAL FUND	140,589.57	
TAX FUND	0.00	
INVESTMENTS	1,016,000.00	
ESCROW ACCOUNT INTEREST	94,889.59	
		<b>1,495,332.93</b>



**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**  
**MONTHLY BUDGET REPORT, JULY 1997**

1997								6 MONTH	UNALLOCATED
BUDGET								ALLOCATED	BUDGETED
								TOTAL	BALANCE
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE			
5801 PER DIEM EXPENSES	16,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,000.00
5811 LEGAL EXPENSES	7,500.00	283.33	283.33	409.33	939.33	444.33	283.33	2,642.98	4,857.02
5812 NIRPC SERVICES	125,000.00	8,478.08	9,090.15	8,279.43	8,356.90	8,337.08	8,020.08	50,561.72	74,438.28
5821 TRAVEL/MILEAGE	15,000.00	0.00	15.00	11.00	0.00	27.50	169.05	222.55	14,777.45
5822 PRINTING/ADVERTISING	3,000.00	59.68	23.13	0.00	0.00	0.00	0.00	82.81	2,917.19
5823 BONDS/INSURANCE	7,500.00	0.00	0.00	0.00	276.00	0.00	5,565.63	5,841.63	1,658.37
5824 TELEPHONE EXPENSES	7,000.00	457.80	510.18	336.44	181.84	922.23	379.66	2,788.15	4,211.85
5825 MEETING EXPENSES	10,000.00	293.86	84.29	236.33	0.00	1,265.40	242.13	2,122.01	7,877.99
5838 LEGAL SERVICES	125,000.00	8,888.02	9,969.89	9,699.00	7,867.93	11,657.15	9,574.52	57,656.51	67,343.49
5840 PROFESSIONAL SERVICES	500,000.00	17,727.38	38,005.55	18,286.30	14,636.88	17,875.59	11,434.72	117,966.42	382,033.58
5860 PROJECT LAND PURCHASE EXP.	2,689,238.00	1,650.00	7,903.37	74,477.68	110,348.00	5,184.07	9,938.79	209,501.91	2,479,736.09
5881 PROPERTY/STRUCTURE INS.	25,000.00	534.00	0.00	0.00	0.00	18,265.00	0.00	18,799.00	6,201.00
5882 UTILITY RELOCATION EXP.	1,000,000.00	171,859.00	682.50	2,047.50	262.50	7,328.96	187,673.40	369,853.86	630,146.14
5883 PROJECT LAND CAP. IMPROV.	150,000.00		1,500.00	399.00	1,775.00	0.00	14,087.00	17,761.00	132,239.00
5884 STRUCTURES CAP. IMPROV.	40,000.00	0.00	0.00	0.00	0.00	110.00	0.00	110.00	39,890.00
	4,720,238.00	210,231.15	68,067.39	114,182.01	144,644.38	71,417.31	247,368.31	\$855,910.55	\$3,864,327.45

1997								12 MONTH	UNALLOCATED
BUDGET								ALLOCATED	BUDGETED
								TOTAL	BALANCE
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER			
5801 PER DIEM EXPENSES	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	12,000.00
5811 LEGAL EXPENSES	7,500.00	500.33	598.33	283.33	568.33	0.00	0.00	4,593.30	2,906.70
5812 NIRPC SERVICES	125,000.00	8,249.00	7,909.14	7,988.43	7,956.44	0.00	0.00	82,664.73	42,335.27
5821 TRAVEL/MILEAGE	15,000.00	398.00	0.00	3,453.61	813.91	0.00	0.00	4,888.07	10,111.93
5822 PRINTING/ADVERTISING	3,000.00	511.42	0.00	0.00	30.00	0.00	0.00	624.23	2,375.77
5823 BONDS/INSURANCE	7,500.00	253.00	0.00	0.00	0.00	0.00	0.00	6,094.63	1,405.37
5824 TELEPHONE EXPENSES	7,000.00	627.14	835.45	380.61	592.03	0.00	0.00	5,223.38	1,776.62
5825 MEETING EXPENSES	10,000.00	65.95	115.64	269.85	4,788.00	0.00	0.00	7,381.45	2,638.55
5838 LEGAL SERVICES	125,000.00	8,482.81	9,900.73	9,228.27	10,373.65	0.00	0.00	95,641.97	29,358.03
5840 PROFESSIONAL SERVICES	500,000.00	16,100.59	17,899.83	27,509.96	24,847.34	0.00	0.00	204,324.14	295,675.86
5860 PROJECT LAND PURCHASE EXP.	2,689,238.00	3,913.17	4,294.01	1,254.84	12,801.01	0.00	0.00	231,764.94	2,457,473.06
5881 PROPERTY/STRUCTURE INS.	25,000.00	1,790.00	0.00	0.00	0.00	0.00	0.00	20,589.00	4,411.00
5882 UTILITY RELOCATION EXP.	750,000.00	6,747.12	13,169.83	0.00	105.00	0.00	0.00	389,875.81	360,124.19
5883 PROJECT LAND CAP. IMPROV.	400,000.00	17,987.00	160,302.08	7,209.12	0.00	0.00	0.00	203,259.20	196,740.80
5884 STRUCTURES CAP. IMPROV.	40,000.00	0.00	440.00	0.00	0.00	0.00	0.00	550.00	39,450.00
	69,625.53	215,465.04	57,578.02	62,875.71	0.00	0.00	0.00	\$1,261,454.85	\$3,458,783.15



**NORTHWESTERN INDIANA  
REGIONAL PLANNING COMMISSION**

6100 Southport Road • Portage, Indiana 46368

Phone: 219/763-6060 Fax: 219/762-1653

To: Little Calumet River Basin  
Development Commission

Contract Code: P-LCRBDC

For: Services Performed September 1997 Internal Code: P217

Date: October 2, 1997

Invoice No: 9/9

**I N V O I C E**

Salaries and Fringe benefits: Dan Gardner & Sandy Mordus	6,400.00
Room Rental for Additional LCRBDC Staff	540.00
Accounting Services	465.00
Facsimile Machine @ \$5.00/Mo. Plus Attachments	19.81
Postage: September, 1997	141.32
Copying Charges @ \$5.00/Mo. Plus \$.06/copy (1,543)	97.58
Graphics/Printing & Clerical Time @ \$20/Hr (Attachments) (12.75 hrs)	255.00
Staff Mileage/Expenses:	0.00
Other Charges (Attachments) Long Distance (9.26) Petty Cash (28.47)	37.73

**TOTAL DUE:**

**\$ 7,956.44**

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# CLAIMS PAYABLE FOR OCTOBER, 1997

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	LOUIS CASALE	283.33	RETAINER FEE FOR MONTH OF OCTOBER 1997
5811	JOHN J. SCHAEFER, CPA	285.00	OPINION ON LEGAL MATTERS
5812	NIRPC	7,956.44	SERVICES RENDERED FOR SEPTEMBER 1997
5821	SANDY MORDUS	8.40	OCTOBER MILEAGE
5821	SAND RIDGE BANK	563.21	AIRFARE FOR NAFSMA CONFERENCE
5821	WILLIAM TANKE	242.30	REIMBURSEMENT FOR AIRLINE EXPENSE TO NAFSMA CONFERENCE
5822	PORTAGE NEWS	30.00	SUBSCRIPTION 10/9/97 TO 10/8/98
5824	GTE NORTH	57.65	MODEM TELEPHONE SERVICE 9-28-97 TO 10-28-97
5824	GTE NORTH	121.93	TELEPHONE SERVICE 9/16/97 - 10/16/97(TOTAL BILL 263.17,KRBC 141.24)
5824	GTE NORTH	122.20	TELEPHONE SERVICE 10/16/97 - 11/16/97(TOTAL BILL 265.12,KRBC PORTION 142.92)
5824	MCI	290.25	TELEPHONE SERVICE 9/16/97-10/14/97(TOTAL BILL 316.78,KRBC PORTION 25.53)
5825	NAFSMA	4,788.00	CONFERENCE REGISTRATION FOR 12 PARTICIPANTS
5838	LOUIS CASALE	8,606.15	LAND ACQUISITION LEGAL SERVICES 9/24/97 - 10/25/97
5838	JAMES M. SPIVAK	1,767.50	LAND ACQUISITION LEGAL SERVICES 9/23/97 - 10/24/97
5841	HAROLD L. WHEELER	350.00	COURT ORDERED APPRAISAL FOR DC-455
5841	HAROLD L. WHEELER	150.00	COURT ORDERED APPRAISAL FOR DC-133
5841	HAROLD L. WHEELER	150.00	COURT ORDERED APPRAISAL FOR DC-164
5841	HAROLD L. WHEELER	150.00	COURT ORDERED APPRAISAL FOR DC-117
5841	HAROLD L. WHEELER	150.00	COURT ORDERED APPRAISAL FOR DC-137
5841	TONY ZALESKI	350.00	COURT ORDERED APPRAISAL FOR DC-455
5841	TONY ZALESKI	150.00	COURT ORDERED APPRAISAL FOR DC-133
5841	TONY ZALESKI	150.00	COURT ORDERED APPRAISAL FOR DC-164
5841	TONY ZALESKI	150.00	COURT ORDERED APPRAISAL FOR DC-117
5841	TONY ZALESKI	150.00	COURT ORDERED APPRAISAL FOR DC-137
5841	ROBERT W. METZ	350.00	COURT ORDERED APPRAISAL FOR DC-455
5841	ROBERT W. METZ	150.00	COURT ORDERED APPRAISAL FOR DC-133
5841	ROBERT W. METZ	150.00	COURT ORDERED APPRAISAL FOR DC-164
5841	ROBERT W. METZ	150.00	COURT ORDERED APPRAISAL FOR DC-117
5841	ROBERT W. METZ	150.00	COURT ORDERED APPRAISAL FOR DC-137
5841	ASSOCIATED PROPERTY COUNSELOR	9,000.00	THIRTY EIGHT APPRAISALS @ \$237 EACH APPRAISAL
5842	R. W. ARMSTRONG	1,890.89	ENGINEERING SERVICES FOR PERIOD ENDING 10/17/97
5843	CHICAGO TITLE INSURANCE COMPAN	75.00	TITLE WORK PERFORMED ON DC-185
5843	CHICAGO TITLE INSURANCE COMPAN	75.00	TITLE WORK PERFORMED ON DC-190
5843	CHICAGO TITLE INSURANCE COMPAN	75.00	TITLE WORK PERFORMED ON DC-383
5843	CHICAGO TITLE INSURANCE COMPAN	75.00	TITLE WORK PERFORMED ON DC-488
5843	CHICAGO TITLE INSURANCE COMPAN	75.00	TITLE WORK PERFORMED ON DC-495
5843	LAWYERS TITLE INSURANCE COMPAN	275.00	TITLE WORK PERFORMED ON DC-482
5843	LAWYERS TITLE INSURANCE COMPAN	275.00	TITLE WORK PERFORMED ON DC-484
5843	LAWYERS TITLE INSURANCE COMPAN	275.00	TITLE WORK PERFORMED ON DC-487
5843	LAWYERS TITLE INSURANCE COMPAN	340.00	TITLE WORK PERFORMED ON DC-543
5843	TICOR TITLE INSURANCE COMPANY	270.00	TITLE WORK PERFORMED ON DC-575
5843	TICOR TITLE INSURANCE COMPANY	270.00	TITLE WORK PERFORMED ON DC-577
5843	LAKE COUNTY RECORDER	48.00	TO RECORD DEEDS FOR DC-511,DC-496,DC-222, DC-578, DC-580 & DC-581, DC-573, & DC-40A
5843	LAKE COUNTY RECORDER	43.00	TO RECORD EASEMENT FOR DC-704 & DEED FOR DC-527
5844	SMITH REAL ESTATE CORPORATION	175.00	LEASE AGREEMENT FOR CLAY STORAGE FOR LEVEE MATERIAL FOR OCT 1997
5844	JUDITH VAMOS	22.68	SEPTEMBER MILEAGE
5844	JUDITH VAMOS	1,596.38	LAND ACQUISITION/MANAGEMENT SERVICES FOR 9/18/97- 9/30/97
5844	JUDITH VAMOS	1,809.23	LAND ACQUISITION/MANAGEMENT SERVICES FOR 10/1/97-10/15/97
5844	JAMES E. POKRAJAC	132.16	SEPTEMBER MILEAGE
5844	JAMES E. POKRAJAC	2,210.00	LAND ACQUISITION/MANAGEMENT SERVICES FOR 9/18/97-9/30/97
5844	JAMES E. POKRAJAC	2,990.00	LAND ACQUISITION/MANAGEMENT SERVICES FOR 10/1/97-10/15/97
5861	LAKE COUNTY CLERK	350.00	PURCHASE PRICE OF DC-117
5861	LAKE COUNTY CLERK	540.00	PURCHASE PRICE OF DC-133
5861	LAKE COUNTY CLERK	900.00	PURCHASE PRICE OF DC-137
5861	LAKE COUNTY CLERK	900.00	PURCHASE PRICE OF DC-164
5861	LAKE COUNTY CLERK	5,500.00	PURCHASE PRICE OF DC-455
5861	LAKE COUNTY CLERK	100.00	FILING FEE FOR CONDEMNATION OF DC-518
5861	L. B. MC KEE & ALMA JEAN MC KEE	1,108.00	PURCHASE PRICE OF DC-511
5861	JAMAAT MASJIK ALAMIN	650.00	PURCHASE PRICE OF DC-496
5861	STAR REGISTER PUBLICATIONS	132.02	NOTICE & SUMMONS PUBLICATIONS FOR DC-522,& DC-514
5863	LAKE COUNTY TREASURER	2,622.99	TAXES FOR DC-266, DC-332, DC-378, & DC-381
5882	R. W. ARMSTRONG	105.00	UTILITY RELOCATION SERVICES FOR PERIOD ENDING 10/17/97

\$62,875.71

15





Little Calumet River Basin Development Commission

YOU'RE INVITED!!!

GROUNDBREAKING

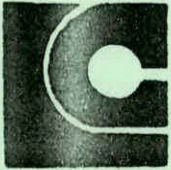
10:00 A.M.

WEDNESDAY, NOVEMBER 5TH

AT

LAKE ETTA PARK

(SOUTH PARKING LOT NEXT TO RIVER)



Little Calumet River Basin Development Commission

**NOTICE**

**LAND ACQUISITION COMMITTEE**

**WILL MEET AT 5:00 p.m.**

**PROJECT ENGINEERING COMMITTEE**

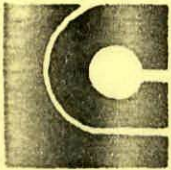
**WILL MEET AT 5:30 p.m.**

**THURSDAY, NOVEMBER 6, 1997**

**(6:00 REGULAR BOARD MEETING WILL FOLLOW)**

**AT THE**

**COMMISSION OFFICE  
6100 SOUTHPORT ROAD  
PORTAGE, INDIANA 46368**



Little Calumet River Basin Development Commission

TO: CHUCK AGNEW  
ARLENE COLVIN  
BOB HUFFMAN  
BILL TANKE  
MARION WILLIAMS

There will be a short 10 minute meeting regarding  
a new proposal received from the video company  
selected to do the flyover of the river.

Perhaps this could be discussed right before  
the 6:00 meeting.



# LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC DATE: 11-6-97

LOCATION: 6100 Southport Rd. CHAIRMAN: Bob Huffman

**PLEASE SIGN IN**

	NAME (PLEASE PRINT)	ORGANIZATION AND/OR ADDRESS
1	Maehnn Brockhill	The Portage Times
2	Pete Zak	South Shore Marina Inc
3	Mary Jane Zak	" " " "
4	Jerry Evans	Gary Business Unite/Ka Truck Value
5	MITTON WARD	Gary Businesses United
6	LAMAR TAYLOR	GARY Businesses United
7	JIM FLORA	R.W. ARMSTRONG
8	John Hannon	
9	MIKE DOYNE	
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# Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

(219)763-069

Fax (219)762-165

ROBERT HUFFMAN, Chairman  
Governor's Appointment

ROBERT TRELO, Vice Chairman  
Governor's Appointment

CHARLES AGNEW, Treasurer  
Governor's Appointment

EMERSON DELANEY, Secretary  
Governor's Appointment

GEORGE CARLSON  
Mayor of Hammond's  
Appointment

ROGER CHIABAI  
Governor's Appointment

ARLENE COLVIN  
Mayor of Gary's  
Appointment

STEVE DAVIS  
Dept. of Natural Resources'  
Appointment

JOHN DEMEO  
Governor's Appointment

WILLIAM TANKE  
Porter County's Commissioners'  
Appointment

MARION WILLIAMS  
Lake County Commissioners'  
Appointment

DAN GARDNER  
Executive Director

LOUIS CASALE  
Attorney

December 4, 1997

## FINANCE COMMITTEE AGENDA

### 1. 1998 Commission Organization

#### ■ Nominating Committee

### 2. Year end 1997 Financial status - Investments

#### Proposed 1998 Commission Operating Budget

### 3. Service Contracts/Staffing situation

- Analysis
- Options
- Discussion

### 4. Other Business

CA  
SD  
AC

SD out of town  
Feb-Mar-Apr  
MAY?

Check on Chuck -  
he was left off  
per diem!

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

Democrat

<u>Name</u>	<u>Appointing Authority</u>	<u>Term Expiration</u>
Charles Agnew	Governor	12-31-99
John Demeo	Governor	12-31-99
George Carlson	Mayor of Hammond	12-31-97
Arlene Colvin	Mayor of Gary	12-31-98
Marion Williams <del>Nathaniel Leonore</del>	Lake County Commissioners	12-31-97
Robert Trelo	Governor	12-31-99

Independent

<u>Name</u>	<u>Appointing Authority</u>	<u>Term Expiration</u>
Steve Davis	DNR Director	12-31-99

Republican

<u>Name</u>	<u>Appointing Authority</u>	<u>Term Expiration</u>
Robert Huffman	Governor	12-31-97
William Tanke	Porter County Commissioners	1-17-99
Emerson Delaney	Governor	12-31-99
Roger Chiabai	Governor	12-31-98





## LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION 1997 COMMITTEE ASSIGNMENTS

---

### Land Acquisition

Chuck Agnew, Chr.  
Steve Davis  
Arlene Colvin  
Emerson Delaney

### Project Engineering

Bob Huffman, Chr.  
John DeMeo  
Roger Chiabai  
Emerson Delaney  
Bob Trelo  
Bill Tanke  
Steve Davis  
Marion Williams

### Legislative

George Carlson, Chr.  
John DeMeo  
Roger Chiabai  
Bob Trelo  
Bill Tanke  
Arlene Colvin

### Finance

Chuck Agnew, Chr.  
John DeMeo  
Roger Chiabai  
Bob Trelo  
George Carlson  
Arlene Colvin

### Marina

Bill Tanke, Chr.  
Emerson Delaney  
John DeMeo  
Roger Chiabai  
Steve Davis  
Arlene Colvin  
Marion Williams

As Chairman, Bob Huffman serves on all committees automatically.

LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION  
OFFICERS

1997

Bob Huffman - Ch  
Bob Trelo - Vice Ch  
Chuck Agnew - Treas  
Emerson Delaney - Sec

1996

Bill Tanke - Ch  
Bob Huffman - Vice Ch  
George Carlson - Treas  
Bob Trelo - Sec

1995

Chuck Agnew - Ch  
Bill Tanke - Vice Ch  
Nathaniel Leonard - Treas  
Bob Huffman - Sec

1994

George Carlson - Ch  
Chuck Agnew - Vice Ch  
John DeMeo - Treas  
Nathaniel Leonard - Sec

1993

George Carlson - Ch  
Chuck Agnew - Vice Ch  
John DeMeo - Treas  
Nathaniel Leonard - Sec

1992

Arlene Colvin - Ch  
George Carlson - Vice Ch  
Clyde Baughard - Treas  
Bill Critser - Sec

1991

Arlene Colvin - Ch  
George Carlson - Vice Ch  
Clyde Baughard - Treas  
Bill Critser - Sec

1990

Doyle Niemeyer - Ch  
Arlene Colvin - Vice Ch  
Clyde Baughard - Treas  
Bill Critser - Sec

1989

John DeMeo - Ch  
Doyle Niemeyer - Vice Ch  
Arlene Colvin - Treas  
Clyde Baughard - Sec

1988

John DeMeo - Ch  
Doyle Niemeyer - Vice Ch  
Arlene Colvin - Treas  
Clyde Baughard - Sec

1987

Mike Doyne - Ch  
John DeMeo - Vice Ch  
Doyle Niemeyer - Treas  
Arlene Colvin - Sec

1986

Mike Doyne - Ch  
John DeMeo - Vice Ch  
Doyle Niemeyer - Treas  
Chuck Agnew - Sec

Operations Division  
(219) 932-6900

# BANK CALUMET NATIONAL ASSOCIATION

5231 Hohman Avenue  
Hammond, Indiana 46320

No 21811

## REPURCHASE AGREEMENT

Date: August 4, 1997

TAX I.D. # 35-1517363 or

S.S. #

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
6100 Southport Road  
Portagem IN 46368

This will confirm our sale to you today of the following U.S. Government, Federal Agency or State and Municipal Securities, at Par Value, as described below. We hereby agree to repurchase these securities on the Repurchase Date, plus interest at the negotiated rate under "Terms of Repurchase Agreement".

Par Value	Description	Coupon Rate	Maturity	TERMS OF REPURCHASE AGREEMENT	
\$700M	U.S. Treasury Note Cusip #9128272X9 Approximate Market Value \$701,968.75	6%	6/30/99	No. Days	91 days
				Interest Rate	5.87%
				Interest Payable	\$10,244.36
				Repurchase Date	11/3/97

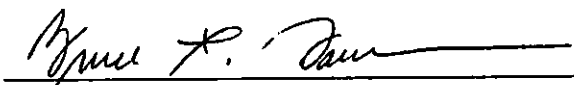
### RE-PAYMENT INSTRUCTIONS:

Telephone No. 1-219-763-6060 Judy Penn

☐ Interest and Principal will be  
credited to Checking Account  
No. on Repurchase Date.

☒ Checks will be issued for both  
Interest and Principal on Repurchase Date.

CUSTOMER COPY

  
Authorized Signature

Operations Division  
(219) 932-6900

# BANK CALUMET NATIONAL ASSOCIATION

5231 Hohman Avenue  
Hammond, Indiana 46320

No ~~21809~~

## REPURCHASE AGREEMENT

Date: August 4, 1997

TAX I.D. # 35-1517363 or

S.S. # \_\_\_\_\_

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
6100 Southport Road  
Portage, IN 46368

This will confirm our sale to you today of the following U.S. Government, Federal Agency or State and Municipal Securities, at Par Value, as described below. We hereby agree to repurchase these securities on the Repurchase Date, plus interest at the negotiated rate under "Terms of Repurchase Agreement".

Par Value	Description	Coupon Rate	Maturity	TERMS OF REPURCHASE AGREEMENT	
\$316M	U.S. Treasury Note Cusip #912827Z47 Approximate Market Value \$316,888.75	6%	9/30/98	No. Days	91 days
				Interest Rate	5.87%
				Interest Payable	\$4,624.60
				Repurchase Date	11/3/97

### RE-PAYMENT INSTRUCTIONS:

Telephone No. 1-219-763-6060 Judy Penn

☐ Interest and Principal will be  
credited to Checking Account  
No. \_\_\_\_\_ on Repurchase Date.

☒ Checks will be issued for both  
Interest and Principal on Repurchase Date.

  
Authorized Signature

CUSTOMER COPY

**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
CONSTRUCTION FUND, DESIGN FUND & MISC. FUND  
MONTHLY INTEREST 1990-1997**

<b>MONTH</b>	<b>1990</b>	<b>1991</b>	<b>1992</b>	<b>1993</b>	<b>1994</b>	<b>1995</b>	<b>1996</b>	<b>1997</b>
<b>JANUARY</b>		1,007.66	906.61	1,689.92	2,750.42	2,063.28	358.23	818.06
<b>FEBRUARY</b>		877.51	836.62	1,368.74	2,305.97	1,758.08	308.05	711.46
<b>MARCH</b>		956.74	887.80	1,360.62	2,455.22	2,060.63	313.08	808.87
<b>APRIL</b>		919.13	825.77	1,304.38	2,605.37	1,896.34	883.62	379.15
<b>MAY</b>		1,643.38	504.20	678.65	2,968.88	2,244.04	713.38	235.51
<b>JUNE</b>		494.95	471.53	654.48	2,708.06	1,653.33	686.74	243.78
<b>JULY</b>		26.45	448.76	572.74	2,604.27	1,650.03	787.15	244.23
<b>AUGUST</b>		26.53	431.38	314.74	2,908.71	1,653.87	488.68	228.89
<b>SEPTEMBER</b>		632.12	288.96	287.79	2,421.74	1,540.09	336.71	253.00
<b>OCTOBER</b>		1,454.60	1,041.18	274.38	2,462.30	1,627.22	880.73	325.50
<b>NOVEMBER</b>	391.43	1,401.78	1,448.90	281.32	2,327.19	1,039.14	696.20	
<b>DECEMBER</b>	1,014.83	1,367.43	1,449.90	2,834.14	2,106.39	540.25	809.44	
<b>TOTAL:</b>	1,406.26	10,808.28	9,541.61	11,621.90	30,624.50	19,726.30	7,239.99	4,246.25

**TOTAL INTEREST EARNED TO DATE:**

**\$95,215.09**

## PROPOSED 1998 OPERATING BUDGET

<u>Budget Code</u>	<u>Category</u>	<u>1997 Budget</u>	<u>Monies spent thru November 1997</u>	<u>Proposed 1998</u>
<b><u>ADMINISTRATIVE BUDGET</u></b>				
5801	Per Diem Expenses	16,000	5,700.00	16,000
5811	Legal Services	7,500	4,876.63	7,500
5812	NIRPC Services	125,000	91,500.00	125,000
	(a) Basic staff support			
	(b) Mileage/expenses			
	(c) Room rental			
	(d) Postage			
	(e) Copying machine			
	(f) Printing/graphics labor			
	(g) Office supplies			
	(h) Other			
5821	Travel and Mileage	15,000	6,519.53	15,000
5822	Printing and Advertising	3,000	624.23	3,000
5823	Bonds and Insurance	7,500	6,094.63	7,500
5824	Telephone Costs	7,000	5,704.80	7,000
5825	Meeting Expenses	10,000	7,896.41	10,000
<hr/>				
	<b>SUB TOTAL</b>	<b>191,000</b>	<b>128,916.23</b>	<b>191,000</b>

### **LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET**

5838	Legal Services	125,000	104,858.85	125,000
5840	Professional/Consultant Services	500,000	249,138.96	500,000
5841	Appraisal Services			
5842	Engineering/design services			
5843	Land Purchase contractual services			
5844	Land management services			
5845	Facilities/project maintenance services			



**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**  
**MONTHLY BUDGET REPORT, NOVEMBER 1997**

		1997						6 MONTH	UNALLOCATED
		BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	ALLOCATED BUDGETED
								TOTAL	BALANCE
5801	PER DIEM EXPENSES	16,000.00	0.00	0.00	0.00	0.00	0.00	0.00	16,000.00
5811	LEGAL EXPENSES	7,500.00	283.33	283.33	409.33	939.33	444.33	283.33	4,857.02
5812	NIRPC SERVICES	125,000.00	8,478.08	9,090.15	8,279.43	8,356.90	8,337.08	8,020.08	74,438.28
5821	TRAVEL/MILEAGE	15,000.00	0.00	15.00	11.00	0.00	27.50	169.05	14,777.45
5822	PRINTING/ADVERTISING	3,000.00	59.68	23.13	0.00	0.00	0.00	0.00	2,917.19
5823	BONDS/INSURANCE	7,500.00	0.00	0.00	0.00	276.00	0.00	5,565.63	1,658.37
5824	TELEPHONE EXPENSES	7,000.00	457.80	510.18	336.44	181.84	922.23	379.66	4,211.85
5825	MEETING EXPENSES	10,000.00	293.86	84.29	236.33	0.00	1,265.40	242.13	7,877.99
5838	LEGAL SERVICES	125,000.00	8,888.02	9,969.89	9,699.00	7,867.93	11,657.15	9,574.52	67,343.49
5840	PROFESSIONAL SERVICES	500,000.00	17,727.38	38,005.55	18,286.30	14,636.88	17,875.59	11,434.72	382,033.58
5860	PROJECT LAND PURCHASE EXP.	2,689,238.00	1,650.00	7,903.37	74,477.68	110,348.00	5,184.07	9,938.79	2,479,736.09
5881	PROPERTY/STRUCTURE INS.	25,000.00	534.00	0.00	0.00	0.00	18,265.00	0.00	6,201.00
5882	UTILITY RELOCATION EXP.	1,000,000.00	171,859.00	682.50	2,047.50	262.50	7,328.96	187,673.40	630,146.14
5883	PROJECT LAND CAP. IMPROV.	150,000.00		1,500.00	399.00	1,775.00	0.00	14,087.00	132,239.00
5884	STRUCTURES CAP. IMPROV.	40,000.00	0.00	0.00	0.00	0.00	110.00	0.00	39,890.00
		4,720,238.00	210,231.15	68,067.39	114,182.01	144,644.38	71,417.31	247,368.31	\$855,910.55 \$3,864,327.45

		1997						12 MONTH	UNALLOCATED
		BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ALLOCATED BUDGETED
									TOTAL BALANCE
5801	PER DIEM EXPENSES	16,000.00	4,000.00	0.00	0.00	0.00	1,700.00	0.00	5,700.00 10,300.00
5811	LEGAL EXPENSES	7,500.00	500.33	598.33	283.33	568.33	283.33	0.00	4,876.63 2,623.37
5812	NIRPC SERVICES	125,000.00	8,249.00	7,909.14	7,988.43	7,956.44	8,835.27	0.00	91,500.00 33,500.00
5821	TRAVEL/MILEAGE	15,000.00	398.00	0.00	3,453.61	813.91	1,631.46	0.00	6,519.53 8,480.47
5822	PRINTING/ADVERTISING	3,000.00	511.42	0.00	0.00	30.00	0.00	0.00	624.23 2,375.77
5823	BONDS/INSURANCE	7,500.00	253.00	0.00	0.00	0.00	0.00	0.00	6,094.63 1,405.37
5824	TELEPHONE EXPENSES	7,000.00	627.14	835.45	380.61	592.03	481.42	0.00	5,704.80 1,295.20
5825	MEETING EXPENSES	10,000.00	65.95	115.64	269.85	4,788.00	534.96	0.00	7,896.41 2,103.59
5838	LEGAL SERVICES	125,000.00	8,482.81	9,900.73	9,228.27	10,373.65	9,216.88	0.00	104,858.85 20,141.15
5840	PROFESSIONAL SERVICES	500,000.00	16,100.59	17,899.83	27,509.96	24,847.34	44,814.82	0.00	249,138.96 250,861.04
5860	PROJECT LAND PURCHASE EXP.	2,689,238.00	3,913.17	4,294.01	1,254.84	12,801.01	9,676.36	0.00	241,441.30 2,447,796.70
5881	PROPERTY/STRUCTURE INS.	25,000.00	1,790.00	0.00	0.00	0.00	0.00	0.00	20,589.00 4,411.00
5882	UTILITY RELOCATION EXP.	750,000.00	6,747.12	13,169.83	0.00	105.00	315.00	0.00	390,190.81 359,809.19
5883	PROJECT LAND CAP. IMPROV.	400,000.00	17,987.00	160,302.08	7,209.12	0.00	79,677.54	0.00	282,936.74 117,063.26
5884	STRUCTURES CAP. IMPROV.	40,000.00	0.00	440.00	0.00	0.00	0.00	0.00	550.00 39,450.00
		4,720,238.00	69,625.53	215,465.04	57,578.02	62,875.71	157,167.04	0.00	\$1,418,621.89 \$3,301,616.11

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# An Analysis of IRS Guidelines for Independent Contractor and Employee Status

Provided by Katz Cassidy

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## Background

Whether a worker can be paid as an outside contractor or must be paid as an employee is an issue of significant importance to many of us when hiring someone to perform a service. The costs to both parties vary considerably depending on that determination.

## IRS Classification Factors

The following list of IRS criteria establishes guidelines for determining employee versus outside contractor status and should be used to help evaluate your particular cases. Review these guidelines in terms of seeing where the majority of your answers falls.

### 1. INSTRUCTIONS

**Employee** – Required to comply with the employer's instructions as to when, where and how he or she is to work.

**Independent Contractor** – Has right to follow own instructions.

### 2. TRAINING

**Employee** – Required to be trained by an experienced employee to perform the work in a particular manner.

**Independent Contractor** – Does not require employer-provided training.

### 3. INTEGRATION

**Employee** – Services are necessarily integrated into the business operations and the success or continuation of a business depends significantly upon the performance of these services.

**Independent Contractor** – Integration of services is not personally.

### 4. SERVICES RENDERED PERSONALLY

**Employee** – Required to render services personally, implying the employer is interested in the methods used to accomplish the work.

**Independent Contractor** – Not required to render the services personally.

### 5. HIRING, SUPERVISING AND PAYING ASSISTANTS

**Employee** – Hired, supervised and paid directly by the employer to perform services.

**Independent Contractor** -- A worker who hires, supervises and pays his or her own assistants in order to help accomplish the work, indicating that the worker is responsible only for attaining a

certain result.

**6. CONTINUING RELATIONSHIP**

**Employee** -- Maintains a continuing relationship with the employer, which may include instances where work is performed at recurring but irregular intervals.

**Independent Contractor** -- A continuing relationship is not necessarily assumed to exist.

**7. SET HOURS OF WORK**

**Employee** -- Required to perform services within set hours of work established by the employer.

**Independent Contractor** -- Hours of work established by the worker.

**8. TIME REQUIRED**

**Employee** -- Usually expected to devote full time to the business, implying that the worker is restricted from performing services for other businesses.

**Independent Contractor** -- Free to work when and for whom he or she chooses.

**9. WORK PERFORMED ON EMPLOYER'S PREMISES**

**Employee** -- Performs the work on the employer's premises, especially when the work could be performed somewhere else. The importance of this factor depends on the nature of the service involved and the extent to which the employer requires that the worker perform the work on the employer's premises.

**Independent Contractor** -- Work is performed, for example, at the worker's office.

**10. ORDER OR SEQUENCE SET**

**Employee** -- Required to follow the routines and schedules established by the employer.

**Independent Contractor** -- Free to follow own pattern of work.

**11. ORAL OR WRITTEN REPORTS**

**Employee** -- Required to submit regular reports to the employer.

**Independent Contractor** -- Not necessarily required to submit regular reports.

**12. SCHEDULED PAYMENT**

**Employee** -- Receives payment by the hour, week or month.

**Independent Contractor** -- receives payment by the job or on a straight commission.

**13. PAYMENT OF BUSINESS AND/OR TRAVEL EXPENSES**

**Employee** -- Business and/or travel expenses are ordinarily paid by the employer, indicating that the employer retains the right to regulate and direct the worker's business activities.

**Independent Contractor** -- Generally furnishes his or her own tools and materials.

**14. FURNISHING OF TOOLS AND MATERIALS**

**Employee** -- Tools and materials needed to perform the work are provided by the employer.

**Independent Contractor** -- Generally furnishes his or her own tools and materials.

**15. SIGNIFICANT INVESTMENT**

**Employee** -- Lacks investment in the employer's facilities, indicating the worker's dependence on

the employer for such facilities in order to perform the work.

**Independent Contractor** – Invests in facilities in order to perform the work, such as an office rented at fair value from an unrelated party.

**16. REALIZATION OF PROFIT OR LOSS**

**Employee** – Cannot directly realize a profit or suffer a loss as a result of his or her services.

**Independent Contractor** – Subject to, for example, a real risk of economic loss due to investments, or liability expenses such as salary payments to unrelated employees.

**17. WORKING FOR MORE THAN ONE BUSINESS AT A TIME**

**Employee** – Performs services for one person, or simultaneously for more than one person if such persons are part of the same service arrangement.

**Independent Contractor** – Performs services for a multiple of unrelated persons or businesses simultaneously.

**18. MAKING SERVICE AVAILABLE TO GENERAL PUBLIC**

**Employee** – Services are available to only one employer at a time.

**Independent Contractor** – Services are made available to the general public on a regular and consistent basis.

**19. RIGHT TO FIRE**

**Employee** – Employer has a right to discharge the worker and can exercise control on how the worker performs the work through the threat of discharge.

**Independent Contractor** – Cannot be fired so long as he or she produces a result that meets contractual specifications.

**20. RIGHT TO QUIT**

**Employee** – Has the right to terminate his or her relationship at any time without incurring liability.

**Independent Contractor** – Can terminate services but only at the risk of, for example, financial loss or breach of contract litigation.

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**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
AND  
JAMES E. POKRAJAC**

**For the contract services generally described as:  
Agent, Land Acquisition/Management**

**A. TERMS AND CONDITIONS OF CONTRACT:**

1. Contract shall be for a period of one (1) year, effective from the date of signature by both parties or their legal representatives.
2. Contract shall be reviewed on a yearly basis and can be renewed upon review and consent of both contracting parties. A performance review will be performed at conclusion of contract period.
3. Contract can be terminated upon written notice of fourteen (14) days by either contracting party, without cause by either party hereto. In the event of termination as provided herein, contractor shall be entitled to his approved hourly compensation to the date of termination.

**B. WORK SCOPE:**

1. The Development Commission shall engage the contractor and the contractor shall perform the services described in Appendix A to this document on an as needed basis as authorized and determined by the Commission, its duly authorized employees, contractors or representatives.
2. The Development Commission may, if the need arises, modify or change the scope of services described in Appendix A. Such changes which are mutually agreed upon by the contracting parties, shall be incorporated in written amendments to the contract or work scope.

**C. COMPENSATION FOR SERVICES:**

1. The Development Commission will compensate the contractor for services rendered on a fixed hourly rate basis at the rate of \$32.50 per hour.
2. The fixed rate compensation will constitute the total of compensation to the contractor for his services.

C. COMPENSATION FOR SERVICES (Continued):

3. The contractor shall be considered self-employed for the purposes 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-weekly basis for services rendered. The invoices shall record the number of hours that the contractor has worked for that bi-weekly period. The Development Commission will review and process the claims and submit vouchers for State payment on a bi-weekly basis. The contractor shall be paid upon receipt of the State payment.

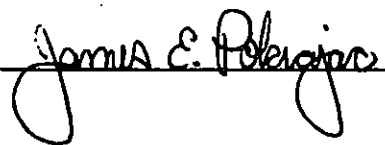
5. The contractor shall receive mileage reimbursement at the rate of \$.25/mile for work-related travel as approved by the Commission Executive Director. The point of departure and return for valid mileage reimbursement shall be from the Development Commission office. Mileage claims shall be submitted 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 1<sup>st</sup> day of January, 1997.

**LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION**

  
By: Dan Gardner  
Executive Director

**JAMES E. POKRAJAC  
236 ELGIN AVENUE  
GRIFFITH, INDIANA 46319  
(219) 924-0530**





## **Appendix A.**

### **WORK SCOPE: DUTIES AND RESPONSIBILITIES**

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

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
AND  
JUDITH A. VAMOS**

**For the contract services generally described as:  
Agent, Land Acquisition/Management**

**A. TERMS AND CONDITIONS OF CONTRACT:**

1. Contract shall be for a period of one (1) year, effective from the date of signature by both parties or their legal representatives.
2. Contract shall be reviewed on a yearly basis and can be renewed upon review and consent of both contracting parties. A performance review will be performed at conclusion of contract period.
3. Contract can be terminated upon written notice of fourteen (14) days by either contracting party, without cause by either party hereto. In the event of termination as provided herein, contractor shall be entitled to his approved hourly compensation to the date of termination.

**B. WORK SCOPE:**

1. The Development Commission shall engage the contractor and the contractor shall perform the services described in Appendix A to this document on an as needed basis as authorized and determined by the Commission, its duly authorized employees, contractors or representatives.
2. The Development Commission may, if the need arises, modify or change the scope of services described in Appendix A. Such changes which are mutually agreed upon by the contracting parties, shall be incorporated in written amendments to the contract or work scope.

**C. COMPENSATION FOR SERVICES:**

1. The Development Commission will compensate the contractor for services rendered on a fixed hourly rate basis at the rate of \$19.35 per hour.
2. The fixed rate compensation will constitute the total of compensation to the contractor for his services.

C. COMPENSATION FOR SERVICES (Continued):

3. The contractor shall be considered self-employed for the purposes 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-weekly basis for services rendered. The invoices shall record the number of hours that the contractor has worked for that bi-weekly period. The Development Commission will review and process the claims and submit vouchers for State payment on a bi-weekly basis. The contractor shall be paid upon receipt of the State payment.

5. The contractor shall receive mileage reimbursement at the rate of \$.25/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 Development 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 1st day of January, 1997.

**LITTLE CALUMET RIVER BASIN  
DEVELOPMENT COMMISSION**

  
By: Dan Gardner  
Executive Director

**JUDITH A. VAMOS  
12060 - 97TH COURT  
ST. JOHN, INDIANA 46373  
(219) 365-8416**



## **Appendix A.**

### **WORK SCOPE: DUTIES AND RESPONSIBILITIES**

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

JOHN J. SCHAEFER  
CERTIFIED PUBLIC ACCOUNTANT  
1308 SOUTH FRANKLIN STREET  
MICHIGAN CITY, INDIANA 46360  
(219) 872-0617

August 1, 1997

Mr. Dan Gardner  
Little Calumet River Basin  
Development Commission  
Portage, IN 46368

Dear Dan:

As you requested, I have prepared an analysis of compensation and a comparison between independent contractor and employee for the two individuals now compensated by the Commission. That comparison is attached.

There are a few other significant items which should be considered when making this comparison:

1. The Commission will also be responsible for Federal and State unemployment taxes in addition to the regular compensation of the employees. This will total another 3.5% of gross compensation for both taxes.
2. The Commission should formally adopt personnel policies. I suggest that NIRPC's policies be adopted as this would make administration easier.
3. Holiday, vacation, sick, personal, and other leaves have not been addressed in the comparison. This is because it is assumed that, as you stated, these will be salaried and exempt employees. Therefore, overtime is not a consideration.
4. The Commission will need to join PERF and may need to obtain its own accounts with the Indiana Department of Revenue (State and/or County withholdings) and the Indiana Department of Workforce Development (State unemployment).
5. The individuals who are now compensated under a Form 1099 arrangement are allowed to deduct expenses from their compensation in arriving at a taxable net income amount. These deductions affect the amount of self-employment tax liability. Without knowing each individual's tax situation, an exact comparison cannot be made.

I trust that this is the information you requested. If any additional computations are required, let me know.

Sincerely,

  
John J. Schaefer  
Certified Public Accountant

**Little Calumet River Basin Development Commission  
Contractor vs. Employee Calculations**

	<u>Jim</u>	<u>Judy</u>
<b><u>Contractor</u></b>		
Current Rate Per Hour (Contractual)	<u>\$32.50</u>	<u>\$19.35</u>
Annual Compensation (assume work 49 weeks @ 40 hours per week = 1,960 hours per year)	\$63,700.00	\$37,926.00
Paid By Contractor From Compensation:		
Self-Employment Tax (15.3%)	(9,746.00)	(5,803.00)
Health Insurance (assume rate same as NIRPC - Member Only)	(2,400.00)	(2,400.00)
Retirement (IRA)	<u>(2,000.00)</u>	<u>(2,000.00)</u>
Net Compensation	<u>\$49,554.00</u>	<u>\$27,723.00</u>
 <b><u>Employee</u></b>		
Base Salary	\$46,305.00	\$25,110.00
Paid by Employer:		
FICA/Medicare	3,542.33	1,920.92
Pension (PERF)	2,778.30	1,506.60
Disability Insurance (Long and Short Term)	420.00-	420.00
Health Insurance (assume rate same as NIRPC - Member Only)	<u>1,920.00</u>	<u>1,920.00</u>
Total Gross Compensation and Benefits	54,965.63	30,877.52
Deducted From Salary:		
FICA/Medicare	(3,542.33)	(1,920.92)
Pension (PERF)	(1,389.15)	(753.30)
Health Insurance (assume rate same as NIRPC - Member Only)	<u>(480.00)</u>	<u>(480.00)</u>
Net Compensation and Benefits	<u>\$49,554.15</u>	<u>\$27,723.30</u>



# NIRPC FINGE BENEFIT COSTS

=====				
	EMPLOYER COSTS		EMPLOYEE COSTS	
RETIREMENT PROGRAM	4.50%	2,700	3.00%	1,800
SOCIAL SECURITY	6.20%	3,720	6.20%	3,720
MEDICARE	1.45%	870	1.45%	870
UNEMPLOYMENT	0.06%	42	-	-
WORKERS COMPENSATION	0.20%	123	-	-
LT DISABILITY	0.53%	318	-	-
* ST DISABILITY	0.43%	258	-	-
* HEALTH MEMBER ONLY	3.20%	1,920	0.80%	480
TOTAL	16.57%	9,951	11.45	6,870
=====				
* FIXED DOLLAR AMOUNT CONVERTED TO PERCENTAGE BASED ON \$60,000 ANNUAL SALARY				
** HEALTH w FAMILY	3.44%	2,064	5.16%	3,096

# ATTACHMENT D

## 1998 PERSONNEL CLASSIFICATIONS AND RANGES

CLASSIFICATION		PROPOSED 98	97 MAX
EXEMPT	I	50,000 - 65,000	64,000
EXEMPT	II	35,000 - 55,000	50,000
EXEMPT	III	25,000 - 37,000	37,000
EXEMPT	IV	21,000 - 35,000	35,000
NON-EXEMPT	I	21,000 - 35,000	35,000
NON-EXEMPT	II	18,000 - 28,000	28,000
NON-EXEMPT	III	14,000 - 23,000	23,000
NON-EXEMPT	IV	MIN - 15,000	15,000

# ATTACHMENT E

## BASIS FOR 1998 SALARY ADJUSTMENTS

OUTSTANDING	2% + \$500
COMMENDABLE	2% + \$400
COMPETANT	2% + \$250
ADEQUATE	2% + \$100
MARGINAL/UNSATISFACTORY	0

Six Month Initial Performance Appraisal  
increases will be pro-rated.

# SUMMARY OF PERSONNEL CLASSIFICATION THRESHOLDS

CLASSIFICATION		EDUCATION	EXPERIENCE	RESPONSIBILITY
EXEMPT	I	MASTERS DEGREE BACHELORS DEGREE	+ 6 YEARS EXPERIENCE + 8 YEARS EXPERIENCE	LEVEL 8
EXEMPT	II	MASTERS DEGREE BACHELORS DEGREE	+ 4 YEARS EXPERIENCE + 6 YEARS EXPERIENCE	LEVEL 7
EXEMPT	III	MASTERS DEGREE BACHELORS DEGREE ASSOCIATE DEGREE	+ 2 YEARS EXPERIENCE + 6 YEARS EXPERIENCE	LEVEL 6
EXEMPT	IV	BACHELORS DEGREE ASSOCIATE DEGREE	+ 3 YEARS EXPERIENCE	LEVEL 5
NON-EXEMPT	I	POST HIGH SCHOOL SPECIALIZED TRAINING AND REQUISITE SKILLS & EXPERIENCE		LEVEL 4
NON-EXEMPT	II	HIGH SCHOOL GRADUATION AND REQUISITE SKILLS & EXPERIENCE		LEVEL 3
NON-EXEMPT	III	HIGH SCHOOL GRADUATION AND REQUISITE SKILLS		LEVEL 2
NON-EXEMPT	IV	REQUISITE SKILLS		LEVEL 1

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, and ZIP code LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION 6100 SOUTHPORT ROAD PORTAGE IN 46383		1 Rents \$ 2 Royalties \$ 3 Other Income \$	OMB No. 1545-0115  <b>1996</b>  Form 1099-MISC	<b>Miscellaneous Income</b>  <b>Copy A</b> For Internal Revenue Service Center File with Form 1096. For Paperwork Reduction Act Notice and instructions for completing this form, see Instructions for Forms 1099, 1098, 5498, and W-2G.
PAYER'S Federal Identification number 35-1517363	RECIPIENT'S Identification number 312-50-3203	4 Federal income tax withheld \$ -0-	5 Fishing boat proceeds \$	
RECIPIENT'S name JAMES E. POKRAJAC		6 Medical and health care payments \$	7 Nonemployee compensation \$ 59,257.20	
Street address (including apt. no.) 236 ELGIN		8 Substitute payments in lieu of dividends or interest \$	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	
City, state, and ZIP code GRIFFITH IN 46319		10 Crop insurance proceeds \$	11 State income tax withheld \$	
Account number (optional)	2nd TIN Not <input type="checkbox"/>	12 State/Payer's state number		

Form 1099-MISC

Cat. No. 14425J

Department of the Treasury - Internal Revenue Service

Do NOT Cut or Separate Forms on This Page

9595 ☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, and ZIP code LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION 6100 SOUTHPORT ROAD PORTAGE IN 46383		1 Rents \$ 2 Royalties \$ 3 Other Income \$	OMB No. 1545-0115  <b>1996</b>  Form 1099-MISC	<b>Miscellaneous Income</b>

paper not required

Account number (optional)	2nd TIN Not. <input type="checkbox"/>	12 State/Payer's state number	Completing this form, see Instructions for Forms 1099, 1098, 5498, and W-2G.
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Form 1099-MISC

Cat. No. 14425J

Department of the Treasury - Internal Revenue Service

Do NOT Cut or Separate Forms on This Page

9595

☐ VOID☐ CORRECTED

PAYER'S name, street address, city, state, and ZIP code LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION 6100 SOUTHPORT ROAD PORTAGE IN 46383		1 Rents \$	OMB No. 1545-0115  <b>1996</b>  Form 1099-MISC	Miscellaneous Income
PAYER'S Federal identification number 35-1517363		2 Royalties \$		
RECIPIENT'S identification number 303-46-6682		3 Other income \$		
RECIPIENT'S name JUDITH VAMOS		4 Federal income tax withheld \$ -0-	5 Fishing boat proceeds \$	<b>Copy A</b> <b>For</b> <b>Internal Revenue</b> <b>Service Center</b>  <b>File with Form 1096.</b>  For Paperwork Reduction Act Notice and instructions for completing this form, see Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.) 12060 97TH COURT		6 Medical and health care payments \$	7 Nonemployee compensation \$ 31,377.39	
City, state, and ZIP code ST JOHN IN 46373		8 Substitute payments in lieu of dividends or interest \$	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	
Account number (optional)		10 Crop insurance proceeds \$	11 State income tax withheld \$	
2nd TIN Not. <input type="checkbox"/>		12 State/Payer's state number		

Form 1099-MISC

Cat. No. 14425J

Department of the Treasury - Internal Revenue Service

**Northwestern Indiana  
Regional  
Planning Commission**

**NOTICE OF PERSONNEL ACTION**

EMPLOYEE NAME: SADVOY MOROUS EFFECTIVE DATE OF ACTION: JANUARY 1, 1997

☐ **APPOINTMENT**

Employment Status: \_\_\_\_\_

Pay Level: \_\_\_\_\_

Position Classification: \_\_\_\_\_

Responsibility Level: \_\_\_\_\_

Position Title: \_\_\_\_\_

Specific Conditions: \_\_\_\_\_

☐ **CHANGE**

From: To:

\_\_\_\_ Employment Status

✓ Pay Level 27,707 28,761

\_\_\_\_ Position Classification

\_\_\_\_ Responsibility Level

\_\_\_\_ New Title: \_\_\_\_\_

\_\_\_\_ Other Change \_\_\_\_\_

☐ **SEPARATION**

\_\_\_\_ Resignation

\_\_\_\_ End of Term

\_\_\_\_ Left Job

\_\_\_\_ Lay-off

\_\_\_\_ Dismissal

\_\_\_\_ Retirement

\_\_\_\_ Death

\_\_\_\_ Other

REASON, EXPLANATION OR COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Department Head

\_\_\_\_\_  
Date

**APPROVAL**

[Signature]  
Executive Director

\_\_\_\_\_  
Date

**Northwestern Indiana  
Regional  
Planning Commission**

**NOTICE OF PERSONNEL ACTION**

EMPLOYEE NAME: DAN GARDNER

EFFECTIVE DATE OF ACTION: JANUARY 1, 1997

☐ **APPOINTMENT**

Employment Status: \_\_\_\_\_

Pay Level: \_\_\_\_\_

Position Classification: \_\_\_\_\_

Responsibility Level: \_\_\_\_\_

Position Title: \_\_\_\_\_

Specific Conditions: \_\_\_\_\_

☐ **CHANGE**

From: To:

\_\_\_\_ Employment Status

☒ Pay Level

61,526

63,157

\_\_\_\_ Position Classification

\_\_\_\_ Responsibility Level

\_\_\_\_ New Title: \_\_\_\_\_

\_\_\_\_ Other Change \_\_\_\_\_

☐ **SEPARATION**

\_\_\_\_ Resignation

\_\_\_\_ End of Term

\_\_\_\_ Left Job

\_\_\_\_ Lay-off

\_\_\_\_ Dismissal

\_\_\_\_ Retirement

\_\_\_\_ Death

\_\_\_\_ Other

**REASON, EXPLANATION OR COMMENTS:**

**ACKNOWLEDGEMENT**



Employee Signature

Date

Supervisor/Department Head

Date

**APPROVAL**

  
Executive Director

Date

State of Indiana  
Department of Natural Resources  
Division of Water  
402 W. Washington St., Rm. W264  
Indianapolis, IN 46204

Fax Transmittal

Date: 12/3/96

To: DAN GARDNER

Fax#: (219) 762-1653

From: KEN SMITH

MESSAGE:

PER YOUR REQUEST

NUMBER OF PAGES 7 INCLUDING COVER SHEET

IF YOU HAVE ANY PROBLEM IN RECEIVING THIS MESSAGE

CALL (317) 232-4160  
FAX (317) 233-4579

FAX CONFIRMATION (for DNR/Water use)

- ☐ Recipient has confirmed receipt  
☐ Activity report confirms transmission  
(attach report)  
☐ Other:

\_\_\_\_\_  
Initials





## INDIANA DEPARTMENT OF NATURAL RESOURCES

PATRICK R. RALSTON, DIRECTOR

Division of Water  
402 W. Washington St., Rm. W264  
Indianapolis, Indiana 46204-2748  
317-232-4160  
FAX: 317-233-4579

December 3, 1996

Dan Gardner, Executive Director  
Little Calumet Commission  
8149 Kennedy Avenue  
Highland, IN 46322

Dear Dan:

Per our phone conversation, I have the following information you requested, regarding job description, salary and benefit package for Hydraulic Engineer 2, Hydraulic Engineer 3 and Technologist 4 positions.

**Salary ranges are as follows:** Hydraulic Engineer 2 (bi-weekly) \$1,176-1,778 (yearly) \$30,576-46,228  
Hydraulic Engineer 3 (bi-weekly) \$1,095-1,618 (yearly) \$28,470-42,068. Engineering Technologist 4 (bi-weekly)  
\$782-1,168 (yearly) \$20,332-30,368. Note: Salaries are based on 37½ hour work week.

**Job description is as follows:** Hydraulic Engineer 2 - Incumbent serves as a senior level engineer and reports to the Assistant Director of the Division. Supervises a Section such as the Dam and Levee Safety Section or the Project Development Section. Provides guidance in areas of construction, hydraulic engineering and hydrology. Has specialized knowledge of hydrology, hydraulic engineering and statistics as they apply to hydrology, general knowledge of construction as it relates to hydraulics, working knowledge of laws and regulations relative to area, ability to comprehend, complete hydraulic computations, document work in a complete and concise manner, express orally and in writing ideas to obtain concurrence and cooperation and the ability to establish and maintain effective relationships with associates, consultants, governmental representatives, and the general public. registration as a Professional Engineer in Indiana, required and a B.S. degree in Engineering (preferably civil or agricultural) from a four year accredited college or university, or specialized applicable experience required.

"EQUAL OPPORTUNITY EMPLOYER"



PRINTED ON RECYCLED PAPER

**Job description is as follows:** Hydraulic Engineer 3 -Incumbent serves at a journeyman staff level engineer and reports to a Section Head. Has specialized knowledge of hydrology, hydraulic engineering and statistics, as they apply to hydrology, general knowledge of construction as it relates to hydraulics, ability to comprehend, complete hydraulic computations, document work in a complete and concise manner, express orally and in writing ideas to obtain concurrence and cooperation and the ability to establish and maintain effective relationships with associates, consultants, governmental representatives, and the general public. B.S. degree in Engineering (preferably civil or agricultural) from a 4 year accredited college or university and 3 years or more experience or specialized applicable experience.

**Job description is as follows:** Engineering Technologist 4 - Serves as a field investigator in the inspection of all constructed and proposed dams, levees, dikes, floodwalls, channel improvements and ongoing violations. General knowledge of the installation, operation, and maintenance of hydrologic and meteorologic measuring devices, ability to observe, obtain and record accurate hydrologic data in the field and to compile, compute, and plot data, ability to document work in a complete and concise manner, to establish and maintain effective relationships with associates, consultants, governmental representatives, and the general public, and the ability to operate a motor vehicle with valid driver's license. A 2 year technology degree related to civil engineering and/or applicable experience is required.

**Benefit programs available**

HMO's, Dental, and Vision

(See attached sheet for amounts)

**Insurance programs available**

Basic Life insurance

(See attached sheet for amount)

Additional Life insurance

(See attached sheet for amount)

dependent life insurance

\$.50 per bi-weekly pay

**Other available programs/benefits**

**Long Term/Short Term disability** (disability program)

**Deferred Compensation program** (certain amount of money is taken from your pay invested and saved for you)

**Unity Team** (union covered employees only)

**Public Employees' Retirement Fund** (Perf. is paid by the State no employee deduction)

**Taxsaver program** (program allowing all insurance and other selected programs to be paid before taxing, which allows you to be taxed on a lower amount).

**Flexible Time** (each employee has the option of choosing between 7:00 a.m. - 8:45 a.m. for their work day start time) 7:15 a.m. excluded.

**Compensatory Time** (leave time granted for employees who are requested to work a weekend or holiday by a supervisor on an absolutely necessary basis to accomplish a project or on an emergency situation and where an employee as part of their job attends a night meeting and returns home late in which case they may report to work late the next morning with prior understanding of the supervisor.

**Holidays** (all state employees receive 12 paid holidays each year)

**Leave Time**

Leave days are accrued in the following manner:

- 1) Vacation days - a full time employee earns one vacation day a month. (not available until 6 months of service).

Bonus vacation days are accrued as follows:

- 5 to 9 years of service - 3 additional days per year
- 10 to 19 years of service - 8 additional days per year
- 20 + years of service - 13 additional days per year

Military leave, funeral leave and jury duty leave is also available. Bonus days are credited annually in a lump sum based on total years of service from the employee's original employment date.


- 2) Sick days - a full time employee earns one day of sick leave for every two full months of service; plus one additional day for every four months of full time employment.
- 3) Personal days - a full time employee earns one personal day for every four months of service.

Note: No employee may accrue a personal balance in excess of three days. If an employee is eligible to accrue a personal day but that accrual would increase the employee's balance beyond the three day limit, the personal leave day shall be credited to the employee's sick leave balance.

Leave days are credited to your balance at the appropriate month increments on the same day of the month as your original date of employment. That day is contained in your anniversary date.

If you have any more questions regarding this please contact me at (317) 232-4221.

Sincerely,



Kenneth E. Smith  
Assistant Director  
Division of Water

KES/de

attachments: State of Indiana Life Insurance Program information sheet.  
State of Indiana Benefit Programs information sheet.

Rates 7/96

## STATE OF INDIANA BENEFIT PROGRAMS

		Employee Payroll Contribution	State of Indiana Contribution	TOTAL
New Traditional Medical Plan	Single	\$ 2.91	\$ 74.60	\$ 77.51
	Family	\$34.90	\$187.83	\$222.73
Unity Plan	Single	\$ 2.91	\$ 74.60	\$ 77.51
	Family	\$34.90	\$187.83	\$222.73
Arnett	Single	\$ 4.38	\$ 74.60	\$ 78.98
	Family	\$44.76	\$187.83	\$232.59
Healthsource	Single	\$ 0	\$ 74.60	\$ 74.60
	Family	\$54.69	\$187.83	\$242.52
Humana	Single	\$ 0	\$ 70.68	\$ 70.68
	Family	\$ 0	\$186.25	\$186.25
M•Plan	Single	\$ 0	\$ 74.42	\$ 74.42
	Family	\$ 0	\$187.74	\$187.74
Maxicare	Single	\$ 0	\$ 74.60	\$ 74.60
	Family	\$ 0	\$187.83	\$187.83
Welborn	Single	\$ 4.78	\$ 74.60	\$ 79.38
	Family	\$39.84	\$187.83	\$227.67
Traditional Dental Plan	Single	\$ 0	\$ 4.49	\$ 4.49
	Family	\$ 0	\$ 14.47	\$ 14.47
Dentacare (Dental Maintenance Organization)	Single	\$ 0	\$ 3.79	\$ 3.79
	Family	\$ 0	\$ 10.97	\$ 10.97
Vision Plan	Single	\$ 0	\$ 1.56	\$ 1.56
	Family	* \$ 2.39	0	\$ 2.39

\* Only available under Tax saver

P.06  
11:27  
5 '96  
Dec  
Fax:317-233-4579  
DNR DIV OF WATER

DEPENDENT COVERAGE

There is no change in the dependent coverage cost in 1994. Dependent coverage provides the following benefit in case of the death of a dependent.

- Spouse - \$5,000
- Child - \$2,000

The cost is \$.50 (50 cents) per biweekly payroll (without regard to the number of dependents).

For further information on the State of Indiana's life insurance program, contact Kathy Carpenter, AUL Service Representative, at 317/263-1116; or 1-800-892-8214; or FAX 1-800-892-8215. Contact your payroll clerk for more information on your payroll deduction or changing your life insurance participation. When coverage takes effect, booklets will be issued explaining the program in more detail.

The State of Indiana Group Life Insurance program is insured by:  
American United Life Insurance Company®  
One American Square  
P.O. Box 368  
Indianapolis, Indiana 46206-0368



STATE OF INDIANA  
Life Insurance Program  
1994 Enrollment Period



- Providing financial protection for your family at low cost is an important part of your benefit opportunities through the State of Indiana.
- The State of Indiana is working to keep costs as low as possible, while providing additional life insurance opportunities.

It is important that you read the following information to understand the 1994 plan changes and to evaluate your life insurance choices. This will be the only open enrollment period until July 1, 1997.

## LIFE INSURANCE COSTS

**Good News!** Effective July 10th, 1994, (B Payroll) and July 17, 1994, (A Payroll) your Group Life Insurance program has been enhanced by an additional Supplemental Life Plan option, an Accelerated Life Benefit and the ability to continue your Supplemental Group Life Employee Insurance upon termination of employment with the State. These improvements have been made with no change in your current low group rates for the Basic and Supplemental Life Insurance plans.

### BASIC LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

Basic life insurance coverage through the State of Indiana is your annual salary rounded up to the next \$1,000 multiplied by 150%. Included in the premium charge for Basic Life Insurance is coverage for AD&D which provides an additional 150% of annual salary for an accidental death and other benefits based on dismemberment. This coverage is provided at low group rates, no matter what your age or health status.

#### Current Cost:

The total basic life insurance rate is 21 cents biweekly per \$1,000 of annual salary rounded up to the next \$1,000.

The State pays 13 cents or 61.9% of the basic life insurance cost for you.

You pay 8 cents or 38.1% of the basic life insurance cost.

### SUPPLEMENTAL LIFE COVERAGE

At your own cost, you now have the opportunity to increase your coverage under the Supplemental life plan. A new option, Plan D, is available as of July 1, 1994. You may now elect coverage under Plan C or Plan D based on your annual salary.

Annual Salary	Plan C	Plan D
\$10,000 but less than \$15,000	\$30,000	\$ 60,000
\$15,000 but less than \$20,000	\$40,000	\$ 80,000
\$20,000 or greater	\$50,000	\$100,000

#### Current Cost

All Supplemental Life Insurance options are age rated and based on coverage amounts, not annual salary. Biweekly rates are presented in the chart below along with an example of a payroll deduction calculation.

AGE	Current Biweekly Rates Per \$1,000 Coverage
0 - 29	4 cents
30 - 39	5 cents
40 - 44	8 cents
45 - 49	12 cents
50 - 54	20 cents
55 - 59	29 cents
60 - 64	44 cents
65 and Up	66 cents

#### Example of Payroll Deduction Calculation

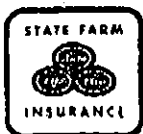
Employee: John Doe Age: 42  
Annual Salary: \$16,000  
Supplemental Life Option: Plan D \$80,000  
Payroll Calculation:  
 $\$80,000 \div \$1,000 = 80$   
 $80 \times \$0.08 \text{ (Biweekly rate)} = \$6.40$   
Mr. Doe pays \$6.40 biweekly for \$80,000 of Supplemental Life Insurance

#### New - Accelerated Life Benefit

As of July 1, 1994, if you are under the age of 65 and are diagnosed with an illness which will result in death within 12 months, you can request to receive 25% or 50% of your life insurance while you are still living. This includes both the Basic and Supplemental Life Insurance Amounts. These funds can be used by you and your family to help reduce the financial burden caused by a terminal illness. Upon your death, your beneficiary will receive the remaining balance of your life insurance coverage less an interest charge for the amount of time from the date of payment of the Accelerated Life Benefit to the date of your death. This benefit is included automatically at no additional cost. **NOTE:** Receipt of the Accelerated Life Benefit may be taxable. Please seek assistance from a personal tax advisor.

#### Supplemental Insurance Is Now Portable

You can now continue your employee Supplemental Life Insurance even if you terminate employment with the State and you are under the age of 70. This portability feature allows you to continue your Supplemental Group Term Employee Life Insurance at group rates even after you leave employment. These rates are slightly higher than current Supplemental Life Insurance rates but lower than conversion rates for a whole life individual policy. This coverage can continue until age 70. Upon reaching age 70, you have the ability to convert to a whole life individual policy. As an example, if Mr. Doe in the example above used this feature after he left the State, he would pay \$192.00 per year for \$80,000 of Term Life Insurance. If Mr. Doe converted the same amount instead of using the portability feature, he would pay \$1,405.60 per year for a \$80,000 whole life individual policy.



**DISABILITY INCOME RATE QUOTE**  
**DECEMBER 03, 1996**

**PREPARED ESPECIALLY FOR:**

**JIM POKRAJAC**  
 236 N ELGIN ST  
 GRIFFITH, IN 46319  
 H (219)924-0530

**PREPARED BY: (JJM)**

**JAMES J. MISKOVICH**  
 6629 U.S. 30  
 HARVEST CENTRE SUITE 7  
 P.O. BOX 1  
 SCHERERVILLE, IN  
 46375-0001  
 (219) 322-2727

**POLICY: Guaranteed Renewable Disability Income**  
**INSURED: Male /Age 49 Occupation Class 2**  
**RATES EFF: APRIL 01, 1995**

	Maximum Benefit	Premium Per Month
<b>GUARANTEED RENEWABLE DISABILITY INCOME:</b>		\$ 125.29
Monthly Income Amount	\$ 2,500	
Elimination Period	30 Days ✓	
Maximum Income Period	5 Years	
Non-Tobacco Credit		18.79 Cr
<b>TOTAL MONTHLY PREMIUM:</b>		<b>\$ 106.50</b> ✓
<b>OTHER PAYMENT MODES AVAILABLE:</b>		
Quarterly:	\$ 325.75	
Semi-Annual:	\$ 639.00	
Annual:	\$ 1,253.00	

**THIS IS NOT A CONTRACT AND NO COVERAGE IS PROVIDED. THIS RATE QUOTE IS NOT VALID UNLESS ATTACHED TO A HEALTH BROCHURE THAT PROVIDES A BRIEF DESCRIPTION OF THE POLICY, INCLUDING THE EXCLUSIONS AND LIMITATIONS, FOR WHICH RATES ARE QUOTED.**



**DISABILITY INCOME RATE QUOTE**  
**DECEMBER 03, 1996**

**PREPARED ESPECIALLY FOR:**

**JIM POKRAJAC**  
 236 N ELGIN ST  
 GRIFFITH, IN 46319  
 H (219)924-0530

**PREPARED BY: (JJM)**

**JAMES J. MISKOVICH**  
 6629 U.S. 30  
 HARVEST CENTRE SUITE 7  
 P.O. BOX 1  
 SCHERERVILLE, IN  
 46375-0001  
 (219) 322-2727

**POLICY: Guaranteed Renewable Disability Income** ✓  
**INSURED: Male /Age 49 Occupation Class 2**  
**RATES EFF: APRIL 01, 1995**

**Maximum Benefit**

**Premium Per Month**

**GUARANTEED RENEWABLE DISABILITY INCOME:**

**\$ 81.45**

Monthly Income Amount  
 Elimination Period  
 Maximum Income Period  
 Non-Tobacco Credit

**\$ 2,500**

**60 Days** ✓

**5 Years**

**12.20 Cr**

**TOTAL MONTHLY PREMIUM:**

**\$ 69.25** ✓

**OTHER PAYMENT MODES AVAILABLE:**

Quarterly:	\$ 211.75
Semi-Annual:	\$ 415.50
Annual:	\$ 814.50

**THIS IS NOT A CONTRACT AND NO COVERAGE IS PROVIDED. THIS RATE QUOTE IS NOT VALID UNLESS ATTACHED TO A HEALTH BROCHURE THAT PROVIDES A BRIEF DESCRIPTION OF THE POLICY, INCLUDING THE EXCLUSIONS AND LIMITATIONS, FOR WHICH RATES ARE QUOTED.**



3



**DISABILITY INCOME RATE QUOTE**  
**DECEMBER 03, 1996**

**PREPARED ESPECIALLY FOR:**

**JIM POKRAJAC**  
 236 N ELGIN ST  
 GRIFFITH, IN 46319  
 H (219)924-0530

**PREPARED BY: (JJM)**

**JAMES J. MISKOVICH**  
 6629 U.S. 30  
 HARVEST CENTRE SUITE 7  
 P.O. BOX 1  
 SCHERERVILLE, IN  
 46375-0001  
 (219) 322-2727

**POLICY: Guaranteed Renewable Disability Income**  
**INSURED: Male /Age 49 Occupation Class 2**  
**RATES EFF: APRIL 01, 1995**

**Maximum Benefit**

**Premium Per Month**

**GUARANTEED RENEWABLE DISABILITY INCOME:**

**\$ 212.20**

Monthly Income Amount  
 Elimination Period  
 Maximum Income Period  
 Non-Tobacco Credit

**\$ 2,500**

**60. Days**  
**To Age 65**

**31.83 Cr**

**TOTAL MONTHLY PREMIUM:**

**\$ 180.37**

**OTHER PAYMENT MODES AVAILABLE:**

Quarterly:	\$ 551.75
Semi-Annual:	\$ 1,082.25
Annual:	\$ 2,122.25

**THIS IS NOT A CONTRACT AND NO COVERAGE IS PROVIDED. THIS RATE QUOTE IS NOT VALID UNLESS ATTACHED TO A HEALTH BROCHURE THAT PROVIDES A BRIEF DESCRIPTION OF THE POLICY, INCLUDING THE EXCLUSIONS AND LIMITATIONS, FOR WHICH RATES ARE QUOTED.**



**DISABILITY INCOME RATE QUOTE**  
**DECEMBER 03, 1996**

**PREPARED ESPECIALLY FOR:**

**JIM POKRAJAC**  
 236 N ELGIN ST  
 GRIFFITH, IN 46319  
 H (219)924-0530

**PREPARED BY: (JJM)**

**JAMES J. MISKOVICH**  
 6629 U.S. 30  
 HARVEST CENTRE SUITE 7  
 P.O. BOX 1  
 SCHERERVILLE, IN  
 46375-0001  
 (219) 322-2727

**POLICY:** Guaranteed Renewable Disability Income ✓  
**OPTIONAL RIDERS:** Accidental Death and Dismemberment Rider  
                           Social Security Supplement Rider  
                           Cost of Living Adjustment Rider  
**INSURED:** Male /Age 49 Occupation Class 2  
**RATES EFF:** APRIL 01, 1995

	Maximum Benefit	Premium Per Month
<b>GUARANTEED RENEWABLE DISABILITY INCOME:</b>		\$ 81.45
Monthly Income Amount	\$ 2,500	
Elimination Period	60 Days ✓	
Maximum Income Period	5 Years ✓	
Non-Tobacco Credit		18.00 Cr
<b>Optional Riders:</b>		
Accidental Death & Dismemberment Rider		\$ 3.18
-Principal Sum	\$25,000 ✓	
Social Security Supplement Rider		\$ 28.13
-Initial Monthly Amount	\$ 1,000 ✓	
Cost of Living Adjustment Rider ✓		\$ 10.44
<b>TOTAL MONTHLY PREMIUM:</b>		\$ 105.20 ✓
<b>OTHER PAYMENT MODES AVAILABLE:</b>		
Quarterly:	\$ 321.60	
Semi-Annual:	\$ 631.30	
Annual:	\$ 1,237.25	

**THIS IS NOT A CONTRACT AND NO COVERAGE IS PROVIDED. THIS RATE QUOTE IS NOT VALID UNLESS ATTACHED TO A HEALTH BROCHURE THAT PROVIDES A BRIEF DESCRIPTION OF THE POLICY, INCLUDING THE EXCLUSIONS AND LIMITATIONS, FOR WHICH RATES ARE QUOTED.**



**DISABILITY INCOME RATE QUOTE**  
DECEMBER 03, 1996

PREPARED ESPECIALLY FOR:

JIM POKRAJAC  
236 N ELGIN ST  
GRIFFITH, IN 46319  
H (219)924-0530

PREPARED BY: (JJM)

JAMES J. MISKOVICH  
6629 U.S. 30  
HARVEST CENTRE SUITE 7  
P.O. BOX 1  
SCHERERVILLE, IN  
46375-0001  
(219) 322-2727

**POLICY:** Guaranteed Renewable Disability Income ✓  
**OPTIONAL RIDERS:** Accidental Death and Dismemberment Rider  
Social Security Supplement Rider  
Cost of Living Adjustment Rider  
**INSURED:** Male /Age 49 Occupation Class 2  
**RATES EFF:** APRIL 01, 1995

	Maximum Benefit	Premium Per Month
<b>GUARANTEED RENEWABLE DISABILITY INCOME:</b>		\$ 212.20
Monthly Income Amount	\$ 2,500	
Elimination Period	60 Days ✓	
Maximum Income Period	To Age 65	
Non-Tobacco Credit		54.41 Cr
<b>Optional Riders:</b>		
Accidental Death & Dismemberment Rider		\$ 3.18
-Principal Sum \$25,000 ✓		
Social Security Supplement Rider		\$ 74.31
-Initial Monthly Amount \$ 1,000 ✓		
Cost of Living Adjustment Rider		\$ 76.35
<b>TOTAL MONTHLY PREMIUM:</b>		\$ 311.63 ✓
<b>OTHER PAYMENT MODES AVAILABLE:</b>		
Quarterly:	\$ 953.20	
Semi-Annual:	\$ 1,869.90	
Annual:	\$ 3,666.30	

THIS IS NOT A CONTRACT AND NO COVERAGE IS PROVIDED. THIS RATE QUOTE IS NOT VALID UNLESS ATTACHED TO A HEALTH BROCHURE THAT PROVIDES A BRIEF DESCRIPTION OF THE POLICY, INCLUDING THE EXCLUSIONS AND LIMITATIONS, FOR WHICH RATES ARE QUOTED.



DISABILITY INCOME RATE QUOTE  
DECEMBER 03, 1996

PREPARED ESPECIALLY FOR:

JIM POKRAJAC  
236 N ELGIN ST  
GRIFFITH, IN 46319  
H (219)924-0530

PREPARED BY: (JJM)

JAMES J. MISKOVICH  
6629 U.S. 30  
HARVEST CENTRE SUITE 7  
P.O. BOX 1  
SCHERERVILLE, IN  
46375-0001  
(219) 322-2727

POLICY: Guaranteed Renewable Disability Income  
INSURED: Male /Age 49 Occupation Class 2  
RATES EFF: APRIL 01, 1995

	Maximum Benefit	Premium Per Month
GUARANTEED RENEWABLE DISABILITY INCOME:		\$ 74.25
Monthly Income Amount	\$ 2,500	
Elimination Period	90 Days ✓	
Maximum Income Period	5 Years	
Non-Tobacco Credit		11.13 Cr
TOTAL MONTHLY PREMIUM:		\$ 63.12 ✓
OTHER PAYMENT MODES AVAILABLE:		
Quarterly:	\$ 193.25	
Semi-Annual:	\$ 378.75	
Annual:	\$ 742.75	

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**DISABILITY INCOME RATE QUOTE**  
**DECEMBER 03, 1996**

**PREPARED ESPECIALLY FOR:**

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 (219) 322-2727

**POLICY: Guaranteed Renewable Disability Income** ✓  
**INSURED: Male /Age 49 Occupation Class 2**  
**RATES EFF: APRIL 01, 1995**

	Maximum Benefit	Premium Per Month
<b>GUARANTEED RENEWABLE DISABILITY INCOME:</b>		\$ 180.00
Monthly Income Amount	\$ 2,500	
Elimination Period	90 Days ✓	
Maximum Income Period	To Age 65	
Non-Tobacco Credit		27.00 Cr
<b>TOTAL MONTHLY PREMIUM:</b>		<b>\$ 153.00</b>
<b>OTHER PAYMENT MODES AVAILABLE:</b>		
Quarterly:	\$ 468.00	
Semi-Annual:	\$ 918.00	
Annual:	\$ 1,800.00	

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George F. Bone

October 28, 1996

Dear Sandy:

Attached are some quotations for the disability insurance for your employee. The premiums are monthly premiums.

You will notice that there are six quotes. Three of them are for a 5 year benefit with 30, 60, and 90 day waiting periods. The other three are benefits paid to age 65 for the same waiting periods.

These are the standard rates and are subject to underwriter approval.

Let me know if you want to discuss further. I am also waiting for a quote from CNA on the same coverage.

Regards,

  
George F. Bone

DATE: 10-07-96

PAGE 1 OF 2  
V1.00C

AMERICAN STATES LIFE INSURANCE COMPANY  
500 N. MERIDIAN STREET  
INDIANAPOLIS, IN 46207  
\*\*\* DI PLUS \*\*\*  
BASIC PLAN

PREPARED BY : GEORGE BONE  
PREPARED FOR : JAMES POKRAJAC

UNDERWRITING CLASS: Nonsmoker  
OCCUPATION CLASS : AAA  
MONTHLY BENEFIT : \$2,750

AGE: 49  
SEX: Male  
MODE: Check-matic

ELIMINATION PERIOD: 30 DAYS  
BENEFIT PERIOD : 5 YEARS  
BENEFIT AMOUNT : \$2,750  
PREMIUM : \$123.67

60 DAYS  
5 YEARS  
\$2,750  
\$95.38

DEFINITION OF TOTAL DISABILITY: During the first 24 months, you are considered totally disabled if you are unable to engage in your regular occupation. If you are still totally disabled after 24 months, you will continue to receive benefits if you are unable to work in any occupation for which you are qualified, or become qualified, by reason of education, training, or experience.

POLICY DESCRIPTION & RENEWAL PROVISION: This is a total disability income policy which is guaranteed renewable to age 65 (or to retirement if earlier, in Illinois).

EXCLUSIONS: This policy excludes 1) Act of war, whether declared or undeclared; 2) Normal pregnancy, childbirth or elective abortion (in Massachusetts normal pregnancy and childbirth are covered after the later of A) 90 days total disability or B) completion of the elimination period); (In Michigan complications due to normal pregnancy are covered); (In Montana only elective abortions are excluded); 3) Injury or sickness which occurs while in the Armed Forces or any country; 4) Intentionally self-inflicted injury, whether sane or insane, (sane only in Missouri); 5) Engaging in an illegal occupation or activity; and 6) Benefits will not be paid for partial disability.

LIMITATIONS: This policy contains limitations for 1) Pre-existing conditions; 2) Military coverage; and 3) Recurrent disability.

DEFINITIONS, EXCLUSIONS, LIMITATIONS AND BENEFITS VARY BY STATE STATUTE. FOR EXACT DETAILS OF COVERAGES SEE YOUR POLICY OR OUTLINE OF COVERAGE. IN THE STATES OF CA, GA, MA, NV, NH, OR, TX, WV, AND WI, AN OUTLINE OF COVERAGE MUST BE PRESENTED AT TIME OF APPLICATION.

\*\*\*\*\* THIS IS AN ILLUSTRATION NOT A CONTRACT \*\*\*\*\*  
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.DATE: 10-07-96

PAGE 2 OF 2

VI.00C

AMERICAN STATES LIFE INSURANCE COMPANY  
500 N. MERIDIAN STREET  
INDIANAPOLIS, IN 46207  
\*\*\* DI PLUS \*\*\*  
BASIC PLAN

PREPARED BY : GEORGE BONE  
PREPARED FOR : JAMES POKRAJAC

**PRESUMPTIVE DISABILITY BENEFIT:** Total disability benefits will be paid for sickness or injury resulting in permanent loss of  
A) Sight of both eyes; B) Hearing in both ears; C) Ability to speak;  
D) Use of any two limbs. The elimination period is waived for these benefits.

**RECURRENT DISABILITY BENEFIT:** A period of recurrent disability separated by less than 6 months from a previously covered disability and of similar cause will be considered one continuous disability and will not require a new elimination period.

**REHABILITATION BENEFIT:** While in a company-recognized rehabilitation program, monthly benefits will continue for a maximum of 12 months regardless of earnings, and these earnings will not be deducted from the monthly benefit.

**WAIVER OF PREMIUM:** After 90 consecutive days of total disability, or the length of the elimination period, if longer, premiums will be waived for as long as total disability continues, up to the maximum benefit period.

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**COSMETIC SURGERY BENEFIT:** After the policy has been in force for 6 months, if total disability occurs as a result of cosmetic surgery, the monthly benefit will be paid following the elimination period.

**LIVE DONOR BENEFIT:** After the policy has been in force 6 months, and total disability occurs as a result of organ-donor surgery, the monthly benefit will be paid following the elimination period.

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AMERICAN STATES LIFE INSURANCE COMPANY  
500 N. MERIDIAN STREET  
INDIANAPOLIS, IN 46207  
\*\*\* DI PLUS \*\*\*  
BASIC PLAN

PREPARED BY : GEORGE BONE  
PREPARED FOR : JAMES POKRAJAC

UNDERWRITING CLASS: Nonsmoker  
OCCUPATION CLASS : AAA  
MONTHLY BENEFIT : \$2,750

AGE: 49  
SEX: Male  
MODE: Check-matic

ELIMINATION PERIOD: 90 DAYS  
BENEFIT PERIOD : 5 YEARS  
BENEFIT AMOUNT : \$2,750  
PREMIUM : \$85.54

30 DAYS  
TO AGE 65  
\$2,750  
\$179.08

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500 N. MERIDIAN STREET  
INDIANAPOLIS, IN 46207  
\*\*\* DI PLUS \*\*\*  
BASIC PLAN

PREPARED BY : GEORGE BONE  
PREPARED FOR : JAMES POKRAJAC

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AMERICAN STATES LIFE INSURANCE COMPANY  
500 N. MERIDIAN STREET  
INDIANAPOLIS, IN 46207  
\*\*\* DI PLUS \*\*\*  
BASIC PLAN

PREPARED BY : GEORGE BONE  
PREPARED FOR : JAMES POKRAJAC

UNDERWRITING CLASS:	Nonsmoker	AGE:	49
OCCUPATION CLASS	: AAA	SEX:	Male
MONTHLY BENEFIT	: \$2,750	MODE:	Check-matic

ELIMINATION PERIOD:	60 DAYS	90 DAYS
BENEFIT PERIOD	: TO AGE 65	TO AGE 65
BENEFIT AMOUNT	: \$2,750	\$2,750
PREMIUM	: \$145.94	\$131.07

DEFINITION OF TOTAL DISABILITY: During the first 24 months, you are considered totally disabled if you are unable to engage in your regular occupation. If you are still totally disabled after 24 months, you will continue to receive benefits if you are unable to work in any occupation for which you are qualified, or become qualified, by reason of education, training, or experience.

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• DATE: 10-07-96

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V1.00C

AMERICAN STATES LIFE INSURANCE COMPANY  
500 N. MERIDIAN STREET  
INDIANAPOLIS, IN 46207  
\*\*\* D1 PLUS \*\*\*  
BASIC PLAN

PREPARED BY : GEORGE BONE  
PREPARED FOR : JAMES POKRAJAC

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