



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

✓
EMERSON DELANEY, Chairman
Governor's Appointment

✓
WILLIAM TANKE, Vice Chairman
Porter County Commissioners'
Appointment

✓
ARLENE COLVIN, Treasurer
Mayor of Gary's
Appointment

✓
JOHN DEMEO, Secretary
Governor's Appointment

✓
CHARLES AGNEW
Governor's Appointment

✓
GEORGE CARLSON
Mayor of Hammond's
Appointment

absent.
STEVE DAVIS
Dept. of Natural Resources'
Appointment

✓
ROBERT HUFFMAN
Governor's Appointment

✓
JOHN MROCZKOWSKI
Governor's Appointment

✓
CURTIS VOSTI
Governor's Appointment

✓
MARION WILLIAMS
Lake County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

MEETING NOTICE

**THERE WILL BE A MEETING OF THE
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION 2000
AT 6:00 P.M. THURSDAY, JANUARY 6, 1999
AT THE COMMISSION OFFICE
6100 SOUTHPORT ROAD
PORTAGE, IN**

WORK STUDY SESSION - 5:00 P.M.

A G E N D A

1. Call to Order by Chairman Emerson Delaney
2. Pledge of Allegiance
3. Recognition of Visitors and Guests
4. Approval of Minutes of December 7th, 1999
5. Chairman's Report
 - Report of Nominating Committee for Year 2000 officers
 - Chairman Year-end comments
6. Executive Director's Report
 - Wicker Park Manor Sub-division removed from floodplain - Residents will no longer have to pay for flood insurance
 - Upcoming meeting w/John Sirles to discuss sponsor/COE relationship
 - Future meetings w/west reach community officials

1-3

Dan's
leaves!

2

Sandy

Tanke
\$55.68
Wicker Park, too!

future
Woodman C.C.
mtg
invite Curt
& Carlson

no Curt mileage
John Mroczkowski - either -
no mileage
(County car.)
Flora
Jenny
Nash
Bryce

7. Standing Committees

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

- Appraisals, offers, acquisitions, recommended actions
- COE Real Estate meeting held on December 21st at COE office
- Letters sent to C.I.E. and NW IN Foodbank to farm only 5 acres
- Received O&M Manuals from Richmond on 12/30/99
- Other issues

B. Project Engineering Committee – Bob Huffman, Chairman

- Recommended actions
- Pre-bid meeting held December 16th on pump stations
- Pre-construction meeting held with Dillion Contractors on Dec. 17th
- Construction halted on Dec. 10 for ERR due to weather
- Formliner cost information forthcoming
- Other issues

C. Legislative Committee – Arlene Colvin, Chairperson

- Report on short session fund corrections
- Other issues

D. Recreational Development Committee – George Carlson, Chairman

- Letter forthcoming re: trail separation at Tri-State
- Other Issues

E. Marina Development Committee – Bill Tanke, Chairman

- IDEM public notice re: Burns Harbor Waterway dredging
- Other issues

4-5

F. Finance/Policy Committee – Arlene Colvin, Chairperson

- Financial status report
- Approval of claims for December 1999
- Finance Committee meeting held December 17th
 - Consideration of Year 2000 Commission Operating Budget
 - Consideration of Year 2000 Administrative Services contract w/NIRPC
 - Consideration of Year 2000 contracts w/Jim Pokrajac and Judy Vamos
 - Consideration of Year 2000 Compensation to Contractors and Staff
- Other issues

6-7
8-9
10
11-15

G. Minority Contracting Committee – Marion Williams, Chairman

- Minority participation for East Reach Remediation area

8. Other Business

9. Statements to the Board from the Floor

10. Set date for next meeting

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

Chairman Emerson Delaney called the meeting to order at 6:15 p.m. Nine (9) Commissioners were present. Pledge of Allegiance was recited. Quorum was declared and guests were recognized.

Development Commissioners:

Charles Agnew
Arlene Colvin
George Carlson
John Mroczkowski
Steve Davis
William Tanke
Bob Huffman
Emerson Delaney
John DeMeo

Visitors:

Pete Zak – South Shore Marina
Mary Jane Zak – South Shore Marina
Imad Samara - ACOE
Jim Flora – R.W. Armstrong Co.
Karen Flora

Staff:

Dan Gardner
Sandy Mordus
Lou Casale
Jim Pokrajac
Judy Vamos

George Carlson made a motion to approve the minutes of the November 10th meeting; motion seconded by Bob Huffman; motion passed unanimously.

Chairman's Report – Chairman Emerson Delaney remarked that the dedication held to mark the half-way point of the Little Calumet River flood control/recreation construction project funding was very successful. There were almost 100 people in attendance. Speakers included Col. Peter Rowan, Congressman Pete Visclosky, State Representative Chet Dobis, Mayor Scott King, Sherylin Freeland-McGrady representing the Governor's Office, and Dan Gardner.

Chairman Delaney then appointed a Nominating Committee to meet and present a slate of officers for the year 2000 at the next Board meeting. He appointed John DeMeo, Chuck Agnew and George Carlson.

Executive Director's Report – Executive Director Dan Gardner passed around the Chicago Breeze, a monthly newspaper put out by the Chicago COE office, in which an article was written on the project half point dedication held at Lake Etta on November 12th. He thanked the Board members for attending.

He also referred to the handout "On the Trail in Northwest Indiana" in which he, as well as Jim Ranfranz and Bob Nickovich, will be featured on a TV segment on Lake Etta and the Little Cal project. Northwest IN cable television is doing a series highlighting significant public projects in northwest IN and NIRPC's role in their development. It is hoped that a future show could highlight the newly-developed Carlson Oxbow Park in Hammond-Highland.

Mr. Gardner then referred to two letters to the COE regarding financial capability of the Commission and the Burr Street betterment levee commitment. Both letters were needed by the COE in order to proceed.

Land Acquisition Committee – Committee Chairman Chuck Agnew made a motion for staff to file condemnation on DC377; motion seconded by Arlene Colvin; motion passed unanimously.

Mr. Agnew then made a motion for staff to secure the best price and proceed with installing a new roof on the house the Commission owns and rents at 3120 Gerry Street; motion seconded by John DeMeo; motion passed unanimously. Mr. Agnew then made a motion authorizing the attorney to proceed with steps necessary for the Commission to dispose (sell) this property in accordance with the Disposition of Property Act; motion seconded by Arlene Colvin; motion passed unanimously.

Project Engineering Committee – Committee Chairman Bob Huffman gave the engineering report. He informed the Board that the low bidder for Stage IV Phase 1 (North) was Dillon Contractors, Inc. at a bid amount of \$2,708,720.

He also reported that the Griffith/Kortenhoven levee is now completed except for a 70' area west of EJ&E R/W that we will tie into as part of our betterment levee, phase 1 project.

A technical review meeting was held in Chicago on November 9th. A field review was held on November 23rd for Stage VII (Northcote to Columbia in Hammond).

Legislative Committee – Committee Chairperson Arlene Colvin gave the report. She informed the Board that staff is still hoping to secure some additional funding to met the federal obligation. Mr. Gardner made contact with Representative Earl Harris to meet with him and Arlene tomorrow for discussion purposes. He would like to be able to secure an additional amount of \$1.5 to \$3 million in the Technical Corrections bill. Mr. Gardner added he has already talked to Representative Chet Dobis He also intends to contact the local Governor's office for their assistance.

Recreational Development Committee – Committee Chairman George Carlson informed the Board that staff has met with LEL and the handicapped accessibility park was discussed and is moving along. He also stated that discussion is ongoing on the trail completion to take advantage of the \$800,000 grant that Hammond is receiving. Staff met with Dennis Cobb, engineering consultant for Hammond/Highland regarding the trail development, this afternoon to discuss the issue. It may not be feasible to move the recreation trail up on the schedule.

Marina Committee – Committee Chairman Bill Tanke stated that there was no marina report at this time.

Finance Committee – Committee Chairperson Arlene Colvin made a motion to accept the financial report and approve the November claims totaling \$47,793.50; motion seconded by John DeMeo; motion passed unanimously.

Ms. Colvin also reported that the Finance Committee met on December 1st. She would like to schedule a second meeting before any action is taken on year-end financial issues. She will then report at the January meeting.

Minority Contracting Committee – In Committee Chairman Marion Williams' absence, Mr. Gardner distributed the minority reports received from Dyer Construction for the months of September and October. The reports show about 47% minority participation. Dyer's affirmative action plan is available if any of the commissioners wish to see it.

Other Business – Mr. Gardner introduced Imad Samara, our project manager.

Statements to the Board – There were none.

There being no further business, the next regular Commission meeting was scheduled for **6:00 p.m. Thursday, January 7, 2000.**

/sjm



Indiana Department of Environmental Management
Office of Water Management
Section 401 Water Quality Certification Program

Publication Date:
December 21, 1999

IDEM ID Number:
1999-344-64-MTM-A

Closing Date:
January 11, 2000

PUBLIC NOTICE

Corps of Engineers ID Number:

To all interested parties:

This letter shall serve as a formal notice of the receipt of an application for Section 401 Water Quality Certification by the Indiana Department of Environmental Management (IDEM). The purpose of the notice is to inform the public of active applications submitted for water quality certification under Section 401 of the Clean Water Act (33 U.S.C. § 1341) and to solicit comments and information on any impacts to water quality related to the proposed project. IDEM will evaluate whether the project complies with Indiana's water quality standards as set forth at 327 IAC 2.

1. Applicant: U.S. Army Corps of Engineers
Chicago District
111 N. Canal Street, Suite 600
Chicago, IL 60606

2. Agent:

3. Project location: Sections 25 & 36, T. 37 N., R. 7 W., Ogden Dunes Quad.
Burns Small Boat Harbor/ Burns Waterway, Porter County.

4. Affected waterbody: Lake Michigan

5. Project Description: It is proposed to hydraulically dredge approximately 125, 000 cubic yards of sediment from Burns Small Boat Harbor and Burns Waterway. It is proposed to discharge the material along the beach at Ogden Dunes and at a deep Lake site about 1.5 miles North from Ogden Dunes. According to the applicant, the purpose of the project is to maintain the Federal navigation project at Burns Small boat Harbor and Burn Waterway.

Comment period: Any person or entity who wishes to submit comments or information relevant to the aforementioned project may do so by the closing date noted above. Only comments or information related to water quality or potential impacts of the project on water quality can be considered by IDEM in the water quality certification review process.

Public Hearing: Any person may submit a written request that a public hearing be held to consider issues related to water quality in connection with the project detailed in this notice. The request for a hearing should be submitted within the comment period to be considered timely. The request should also state the reason for the public hearing as specifically as possible to assist IDEM in determining whether a public hearing is warranted.

Questions? Additional information may be obtained from Mr. Marty Maupin, Project Manager, at 317/233-2471. Please address all correspondence to the project manager and reference the IDEM project identification number listed on this notice. Indicate if you wish to receive a copy of IDEM's final decision. Written comments and inquiries may be forwarded to -

Indiana Department of Environmental Management
Section 401 Water Quality Certification Program
Post Office Box 6015
Indianapolis, Indiana 46206-6015
FAX: 317/232-8406

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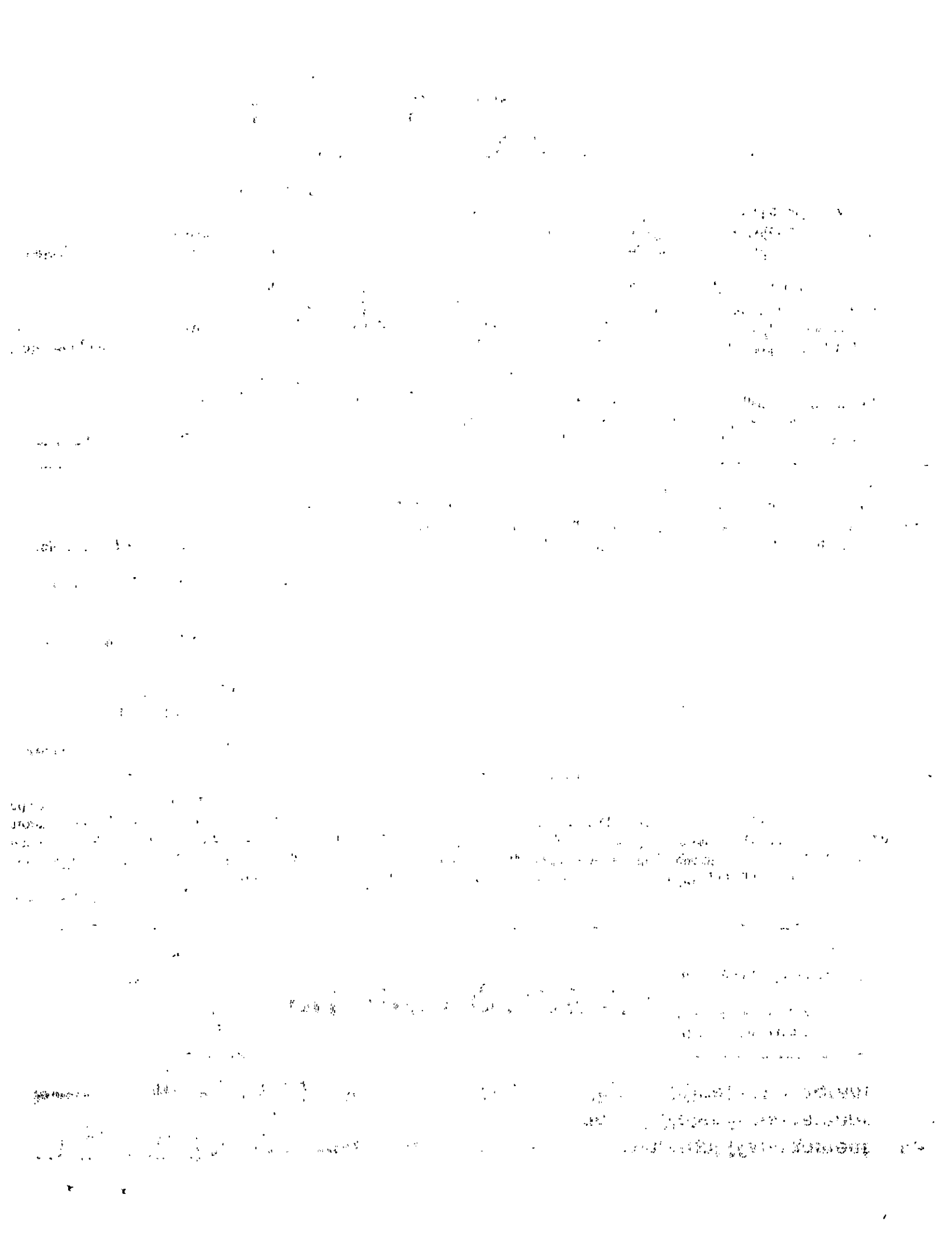
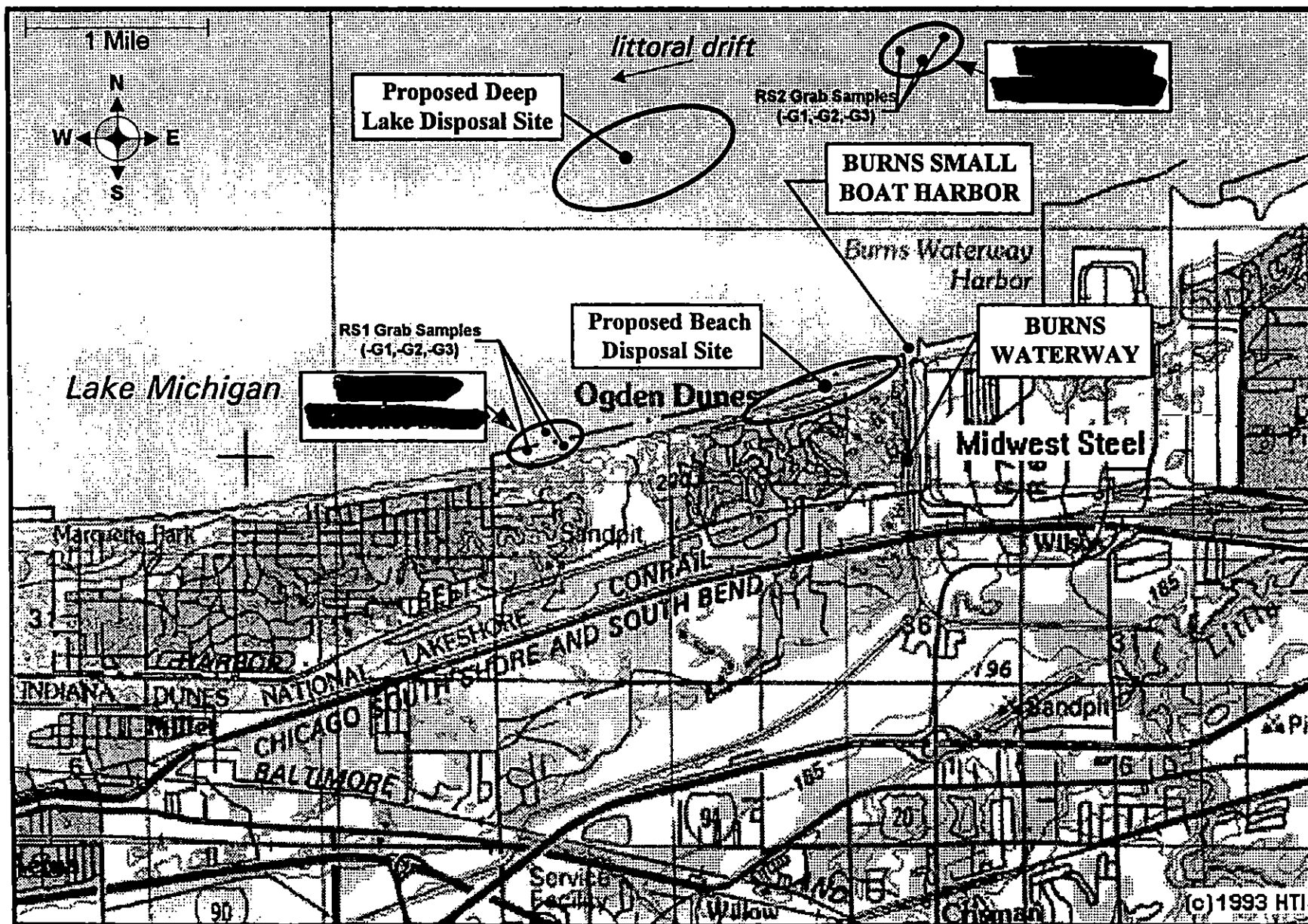


Plate 4: Burns Waterway/Small Boat Harbor, Disposal and Reference Site Map



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

CASH POSITION - JANUARY 1, 1999

CHECKING ACCOUNT

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

RECEIPTS - JANUARY 1, 1999 - NOVEMBER 30, 1999

LEASE RENTS	54,638.52	
INTEREST INCOME	41,713.23	
LAND ACQUISITION	802,370.07	
ESCROW ACCOUNT INTEREST	7,045.39	
MISC. INCOME	253.00	
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	1,865.45	
	<u>907,885.66</u>	
TOTAL RECEIPTS		907,885.66

DISBURSEMENTS - JANUARY 1, 1999 - NOVEMBER 30, 1999

ADMINISTRATIVE

1998 EXPENSES PAID IN 1999	59,886.95	
PER DIEM	9,200.00	
LEGAL SERVICES	4,488.63	
NIRPC	100,649.63	
TRAVEL & MILEAGE	10,107.96	
PRINTING & ADVERTISING	3,687.11	
BONDS & INSURANCE	5,841.63	
TELEPHONE EXPENSE	7,355.14	
MEETING EXPENSE	3,547.97	

LAND ACQUISITION

LEGAL SERVICES	70,956.44	
APPRAISAL SERVICES	88,400.00	
ENGINEERING SERVICES	59,696.80	
LAND PURCHASE CONTRACTUAL	13,043.00	
FACILITIES/PROJECT MAINTENANCE SERVICES	19,977.68	
OPERATIONS SERVICES	0.00	
LAND MANAGEMENT SERVICES	120,186.19	
SURVEYING SERVICES	93,716.40	
ECONOMIC/MARKETING SOURCES	7,577.49	
PROPERTY & STRUCTURE COSTS	35,903.42	
MOVING ALLOCATION	0.00	
TAXES	4,790.07	
LAND PURCHASE CONTRACTUAL	0.00	
PROPERTY & STRUCTURES INSURANCE	20,699.00	
UTILITY RELOCATION SERVICES	8,789.89	
LAND CAPITAL IMPROVEMENT	39,817.80	
STRUCTURAL CAPITAL IMPROVEMENTS	2,195.75	
ESCROW ACCOUNT NBD BANK	0.00	
	<u>730,628.00</u>	

TOTAL DISBURSEMENTS 730,628.00

CASH POSITION - NOVEMBER 30, 1999

CHECKING ACCOUNT

LAND ACQUISITION	279,573.26	
GENERAL FUND	55,195.15	
TAX FUND	0.00	
INVESTMENTS	1,188,076.15	
ESCROW ACCOUNT INTEREST	11,291.37	
	<u>1,534,135.93</u>	

CLAIMS PAYABLE FOR DECEMBER 1999

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	LOUIS CASALE	283.33	RETAINER FEE BILLED THROUGH 12/28/99
5812	NIRPC	8,448.70	SERVICES PERFORMED NOVEMBER 1999
5812	UNITED PARCEL SERVICE	15.00	OVERNIGHT MAIL SERVICE
5821	SANDY MORDUS	38.08	MILEAGE 11/2/99-11/23/99
5824	GTE NORTH	71.01	MODEM TELEPHONE SERVICE 11/28/99-12/28/99
5824	GTE NORTH	127.68	BILLING PERIOD 12/16/99-1/16/00(TOTAL BILL 262.09,KRBC 134.41)
5824	MCI	302.84	BILLING PERIOD 11/15/99-12/14/99(TOTAL BILL 328.03 KRBC 25.19)
5825	SAND RIDGE BANK	64.51	STAFF MEETING CONCERNING FEDERAL DOLLARS & COMMISSIONS NON FEDERAL SHARE
5825	SAND RIDGE BANK	581.28	EXPENSES INCURRED AT RETREAT MEETING 11/23/99
5825	SAND RIDGE BANK	1,633.75	EXPENSES INCURRED AT YEAR-END ANNUAL MEETING 12/7/99
5825	SAND RIDGE BANK	125.45	EXPENSES INCURRED AT FINANCE COMMITTEE MEETING 12/1/99
5825	SAND RIDGE BANK	39.39	EXPENSES INCURRED AT FINANCE COMMITTEE MEETING 12/17/99
5838	LOUIS CASALE		LAND ACQUISITION/LEGAL SERVICES THROUGH 12/28/99
5841	JANET O'TOOLE & ASSOCIATES	3,850.00	APPRAISAL FOR DC-794
5841	JANET O'TOOLE & ASSOCIATES	1,000.00	APPRAISAL FOR DC-707 & DC-816
5841	ASSOCIATED PROPERTY COUSELORS LTD	1,800.00	APPRAISAL FEE FOR DC-59
5841	MARTINEZ,SHARMAT & ASSOCIATES	2,500.00	APPRAISAL FEE FOR DC-595
5841	HOWARD O. CYRUS	450.00	FEE FOR COURT ORDERED APPRAISAL FOR DC-546
5841	ROBERT W. METZ	450.00	FEE FOR COURT ORDERED APPRAISAL FOR DC-546
5841	TONY ZALESKI	450.00	FEE FOR COURT ORDERED APPRAISAL FOR DC-546
5842	J. F. NEW	4,615.00	ADD'L COST FOR WELAND PERMIT APPLICATION & MITIGATION DESIGN
5842	R. W. ARMSTRONG	3,951.20	ENGINEERING SERVICES FOR PERIOD ENDED 12/10/99
5842	GREAT LAKES ENGINEERING	970.50	ENGINEERING SERVICES FOR BETTERMENT LEVEE
5842	PORTER LAKES ENGINEERING INC	12,834.50	ENGINEERING SERVICES FOR PERIOD 6/6/99-9/25/99
5843	TICOR TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-377
5843	TICOR TITLE INSURANCE COMPANY	275.00	TITLE INSURANCE FEE FOR DC-617
5843	TICOR TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-707
5843	TICOR TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-816
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-740
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-741
5843	TICOR TITLE INSURANCE COMPANY	270.00	TITLE INSURANCE FEE FOR DC-742
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-751
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-752
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-753/756
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-754
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-755
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-757
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-786
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-715
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-719
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-739
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-746
5843	LAWYERS TITLE INSURANCE COMPANY	130.00	TITLE INSURANCE FEE FOR DC-798
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-799
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-800
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-810
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-811
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-815
5843	MAXIMILIAN TITLE CORPORATION	130.00	TITLE INSURANCE FEE FOR DC-602 & DC-747
5843	LAKE COUNTY RECORDER	136.00	RECORDING OF EASEMENTS FOR DC-147,575,613,608,& 610
5844	JAMES POKRAJAC	3,572.00	LAND MANAGEMENT/ENG SERVICES 12/1/99-12/15/99
5844	JUDITH VAMOS	1,911.00	LAND ACQUISITION/MANAGEMENT SERVICES 12/1/99-12/15/99
5844	SANDY MORDUS	110.25	CREDITING TECHNICIAN SERVICES 12/1/99-12/8/99
5845	SOUTH SHORE MARINA	1,940.00	REMOVAL & STORAGE OF HANDRAILS

The first part of the document discusses the importance of maintaining accurate records of all transactions and the role of the accounting department in ensuring the integrity of the financial statements. It also highlights the need for transparency and accountability in the reporting process.

The second part of the document provides a detailed overview of the company's financial performance over the past year, including a breakdown of revenue, expenses, and profit. It also includes a comparison of the company's performance against industry benchmarks and a discussion of the factors that have contributed to the results.

The third part of the document outlines the company's financial strategy for the upcoming year, including plans for increasing revenue, reducing costs, and improving the overall financial health of the organization. It also discusses the role of the accounting department in implementing these strategies and the importance of ongoing monitoring and reporting.

The fourth part of the document provides a summary of the key findings and recommendations from the financial review, and it concludes with a statement of the company's commitment to transparency and accountability in its financial reporting.

CLAIMS PAYABLE FOR DECEMBER 1999 CONTINUED

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5847	COLE ASSOCIATES INC	3,517.50	SURVEY SERVICES INCURRED FOR STAGE V PHASE 3
5847	COLE ASSOCIATES INC	3,467.50	SURVEY SERVICES INCURRED FOR STAGE V PHASE 2
5847	COLE ASSOCIATES INC	720.00	SURVEY SERVICES INCURRED FOR ERR
5847	COLE ASSOCIATES INC	180.00	SURVEY SERVICES INCURRED FOR STAGE VI
5847	COLE ASSOCIATES INC	299.20	SURVEY SERVICES INCURRED FOR WEST REACH PUMP STATION
5861	STAR REGISTER PUBLICATIONS	77.58	SUMMONS & NOTICE FOR DC-476
5861	LAKE COUNTY CLERK	10,250.00	PURCHASE PRICE OF DC-546
5882	R. W. ARMSTRONG	997.50	UTILITY RELOCATION SERVICES FOR PERIOD ENDING 12/10/99
TOTAL		76,470.75	

PROPOSED 2000 OPERATING BUDGET

Budget Code	Category	1999 Budget	Proposed 2000
ADMINISTRATIVE BUDGET			
5801	Per diem expenses	\$16,000.00	\$16,000.00
5811	Legal Services	\$8,500.00	\$8,500.00
5812	NIRPC Services	\$125,000.00	\$125,000.00
	a) Basic staff support		
	b) Mileage/expenses		
	c) Room rental		
	d) Postage		
	e) Copying machine		
	f) Printing/graphics labor		
	g) Office supplies		
	h) Other		
5821	Travel and Mileage	\$14,000.00	\$14,000.00
5822	Printing and Advertising	\$5,000.00	\$5,000.00
5823	Bonds and Insurance	\$7,500.00	\$7,500.00
5824	Telephone Costs	\$7,000.00	\$7,000.00
5825	Meeting Expenses	\$8,000.00	\$8,000.00
SUB TOTAL		\$191,000.00	\$191,000.00

LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET

5838	Legal Services	\$125,000.00	\$125,000.00
5840	Professional/Consultant Services	\$500,000.00	\$500,000.00
5841	Appraisal Services		
5842	Engineering/design services		
5843	Land Purchase contractual services		
5844	Land management services		
5845	Facilities/project maintenance services		
5846	Operational services		
5847	Surveying services		
5848	Economic/marketing sources		
5860	Project Land Purchase Contracts	\$1,965,484.00	\$807,630.00
5861	Property & Structures costs		
5862	Moving/relocation costs		
5863	Real Estate Taxes owed account (pass through account)		
5881	Property/Structure Insurance	\$25,000.00	\$25,000.00
5882	Utility Relocation Costs	\$200,000.00	\$200,000.00
5883	Land Capital Improvements	\$250,000.00	\$250,000.00
5884	Structures Capital Improvements	\$25,000.00	\$25,000.00
5892	Project Cost Share Payments/Escrow Account (\$1,401,179.51)		
SUB TOTAL		\$3,090,484.00	\$1,932,630.00

TOTAL BUDGET \$2,123,630.00

***Project Land Acquisition/Development Budget Fund Parameters**

Based On:

Remaining allocated funds - 97/99	\$432,630.25
Allocated - 99/01	<u>\$1,500,000.00</u>
Total Available	<u>\$1,932,630.25</u>

CHANGES IN THE YEAR 2000 ADMINISTRATIVE CONTRACT
WITH NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION
January 1, 2000 To December 31, 2000

Existing 1999 Contract

Proposed 2000 Contract

Compensation for services provided
by Dan Gardner (1/2 time) and
Sandy Mordus (full-time)
\$6,950 per month

\$7,162 per month

Use of 2 additional rooms for
Jim Pokrajac and Judy Vamos
\$580 per month

\$600 per month

Bookkeeping services provided
\$500 per month

\$520 per month

Use of copy machine
\$5.00 per month
\$.06 per copy

Same

Same

Use of fax machine
\$5.00 per month

Same

Graphics, Printing and Clerical
Time Charge
\$23 per hour

\$24 per hour

**AGREEMENT BETWEEN THE
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
AND THE
NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
FOR THE PROVISION OF GENERAL SERVICES**

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

- A. NIRPC shall provide the LCRBDC services and assistance as is required by the LCRBDC to carry out its purposes under its enabling statute, IC S14-6-29.5 - 1 through 10, inclusive.
- B. NIRPC shall assign Daniel Gardner to serve part time (approximately 50% of total hours) in the capacity of Executive Director of the Little Calumet River Basin Development Commission and Sandra Mordus to serve full time in the capacity of Little Calumet River Basin Development Commission Operations Coordinator. NIRPC shall be compensated seven thousand one hundred and sixty-two dollars (\$7,162) per month for services provided by these two staff members. The amount is intended to cover both salary, fringe benefit, space and utility costs. Should the need arise to replace either of these staff members during the course of the Agreement, it will be done with the mutual consent of both parties to this Agreement. Should either staff member receive a salary increase during the course of this agreement, the amount charged will be increased on a basis equivalent to the percentage salary increase.
- C. In conjunction with the above designated staff, NIRPC shall provide adequate office space and furnishing for their use and make available use of all common facilities within the overall NIRPC offices such as conference and meeting rooms, hallways, restrooms, etc.; the provision of basic utilities such as gas, electric and water; and the provision of reception services including the answering of telephones and greeting of visitors.
- D. In addition to the above designated staff and space, NIRPC shall provide the LCRBDC with two additional 10' by 10' offices for use by its employees, contractors or agents. For these two staff offices, the LCRBDC shall compensate NIRPC at the rate of six hundred dollars (\$600.00) per month.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in financial matters. The text suggests that organizations should implement robust systems to track every aspect of their operations, from procurement to sales.

2. The second part of the document addresses the challenges faced by organizations in managing their resources effectively. It highlights the need for strategic planning and the allocation of resources based on long-term goals. The text argues that without a clear vision and strategic approach, organizations may struggle to achieve their desired outcomes. It also mentions the importance of regular communication and collaboration among team members to ensure everyone is aligned with the organization's mission.

3. The third part of the document focuses on the role of technology in modern business operations. It discusses how digital tools and platforms can streamline processes, improve efficiency, and reduce costs. The text notes that while technology offers many benefits, it also presents challenges, such as data security and the need for employee training. Organizations are encouraged to stay updated on the latest technological advancements and to invest in the necessary infrastructure to leverage these tools effectively.

4. The fourth part of the document explores the importance of customer satisfaction and loyalty. It states that providing high-quality products and services is the key to building a strong customer base. The text suggests that organizations should regularly seek feedback from their customers and use this information to make improvements. It also mentions that offering personalized experiences and excellent customer service can significantly enhance customer loyalty and repeat business.

5. The fifth part of the document discusses the importance of financial management and budgeting. It emphasizes that organizations must carefully monitor their expenses and ensure that they are within budget. The text suggests that creating a detailed budget and sticking to it is crucial for the financial health of the organization. It also mentions the importance of regular financial reviews and reporting to management and stakeholders.

6. The sixth part of the document addresses the issue of human resources and talent management. It highlights the need for organizations to attract, develop, and retain top talent. The text suggests that creating a positive work environment, offering competitive salaries, and providing opportunities for professional growth are essential for attracting and retaining skilled employees. It also mentions the importance of regular performance evaluations and feedback loops.

7. The seventh part of the document discusses the importance of risk management and compliance. It states that organizations must identify potential risks and implement measures to mitigate them. The text suggests that staying up-to-date with relevant laws and regulations is crucial for ensuring compliance. It also mentions the importance of having a clear risk management strategy and regularly reviewing it to adapt to changing circumstances.

8. The eighth part of the document addresses the importance of innovation and research and development. It emphasizes that organizations must continuously innovate to stay competitive in a rapidly changing market. The text suggests that investing in research and development is a key strategy for long-term success. It also mentions the importance of fostering a culture of innovation and encouraging employees to think creatively.

9. The ninth part of the document discusses the importance of sustainability and corporate social responsibility. It states that organizations have a responsibility to their stakeholders to operate in an ethical and sustainable manner. The text suggests that implementing sustainable practices, such as reducing carbon footprint and supporting social causes, can enhance the organization's reputation and attract socially conscious investors and customers.

10. The tenth part of the document provides a conclusion and summarizes the key points discussed. It reiterates the importance of maintaining accurate records, strategic planning, leveraging technology, focusing on customer satisfaction, managing finances, managing human resources, risk management, innovation, and sustainability. The text concludes by stating that these factors are all interconnected and essential for the overall success and growth of an organization.

In conclusion, the document provides a comprehensive overview of the various factors that influence an organization's success. It emphasizes the need for a holistic approach, where all these factors are considered and managed in a coordinated manner. The text suggests that organizations should regularly assess their performance and make adjustments as needed to stay on track and achieve their long-term goals.

The following table provides a summary of the key points discussed in the document:

Table 1: Summary of Key Points
 1. Accurate record-keeping is essential for transparency and accountability.
 2. Strategic planning and resource allocation are crucial for long-term success.
 3. Technology can streamline processes and improve efficiency.
 4. Customer satisfaction and loyalty are key to building a strong customer base.
 5. Financial management and budgeting are essential for the financial health of the organization.
 6. Human resources and talent management are crucial for attracting and retaining top talent.
 7. Risk management and compliance are essential for ensuring the organization's legal and ethical standing.
 8. Innovation and research and development are key to staying competitive in a rapidly changing market.
 9. Sustainability and corporate social responsibility are important for enhancing the organization's reputation and attracting socially conscious investors and customers.

- E. NIRPC shall set the salaries for those employees working primarily for the LCRBDC at levels mutually agreed to by the LCRBDC and the NIRPC Executive Director.
- F. The Executive Director of the LCRBDC will continue to function as Chief Staff Officer for the LCRBDC and be responsible for the operational and administrative functioning thereof including, but not limited to, the following:
- Attendance at all regular and special meetings of the LCRBDC.
 - The conduct and coordination of negotiations for the Local Cooperation Agreement with the Army Corps of Engineers and all necessary State, County and local sub-Agreements to cause the construction and ensure funding of the flood control/recreation project and breakwater project.
 - The negation, coordination and/or preparation of all Federal, State and local legislative contracts, hearings and presentations relative to the LCRBDC business.
 - The presentation and negotiation with local municipalities, park boards, highway departments and sanitary boards relating to needed items of cooperation for the flood control, recreation and marina projects along the Little Calumet River.
- G. NIRPC shall provide the following financial management assistance to the LCRBDC and shall be compensated for such service by the LCRBDC at the rate of five hundred twenty dollars (\$520) per month.
1. Aid the LCRBDC in preparation of its budget and provide accounting services for the receipt, investment and disbursal of its funds, all in accordance with applicable State Board of Accounts guidelines, statute, and guidelines set out by the Commission herein or otherwise.
 2. Deposit LCRBDC funds in the name of the LCRBDC and in depositories designated the LCRBDC.
 3. Disburse LCRBDC funds only upon authorization to do so by the LCRBDC and presentation of a State Board of Accounts standard claim form signed by at least two Commission members and

approved by the LCRBDC at a regular or special meeting. Checks shall be drawn from an account in the LCRBDC's name and shall be signed by the Treasurer and one other officer.

4. Provide monthly financial reports and line item financial accounting of budgeted expenditures.
 5. An increased amount will be negotiated should the LCRBDC establish a payroll and request NIRPC to administrator it.
-
- H. The LCRBDC shall be responsible for the cost associated with the installation and use of its own telephone lines. Such lines installed will be compatible with telephone equipment owned by NIRPC.
 - I. NIRPC shall make available use of its postage machine. Actual postage cost shall be billed to the LCRBDC.
 - J. NIRPC shall make available to the LCRBDC the use of its copy machine. Use of this equipment will be billed at the rate of \$5.00 per month plus \$.06 per copy.
 - K. NIRPC shall make available use of its facsimile machine. Use of this equipment shall be billed at the rate of \$5.00 per month plus actual long distance phone charges.
 - L. LCRBDC agrees not to install within the NIRPC offices telephone, copier, or facsimile equipment. Any furniture or other equipment installed shall be located within the spaces designated for the exclusive use of the LCRBDC.
 - M. NIRPC shall make available the use of its graphics and printing equipment and personnel. Graphics, printing, and clerical time charges will be billed at twenty-four dollars (\$24.00) per hour. No per copy charge will be made. No charge will be made for bond paper or miscellaneous printing supplies. However, special order items will be billed as material costs. Such items include, but are not limited to, metal plates, envelopes, binders, labels and other specialty items for printing and graphic work.
 - N. NIRPC may make available additional space or other services to the LCRBDC on a direct request basis. NIRPC shall bill the LCRBDC for such services on a basis that is mutually agreed to by the parties.

- O. NIRPC shall provide itemized monthly billings for services performed. Payment shall be due within thirty (30) days after billing.
- P. This agreement shall be effective January 1, 2000 and shall terminate December 31, 2000. However, either party may terminate the agreement at an earlier date by providing written notice of intent at least 60 days prior to an effective termination date, which shall coincide with the last day of a calendar month.

NORTHWESTERN INDIANA REGIONAL
PLANNING COMMISSION

By:

James E. Ranfranz
Executive Director

ATTEST:

Hugh Rhein
Director of Finance and
Administrative Services

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By:

Chairman

ATTEST:

Dan Gardner,
Executive Director

Sandy Mordus

From: Samara, Imad LRC [Imad.Samara@lrc02.usace.army.mil]
Sent: Wednesday, January 05, 2000 2:35 PM
To: 'Sandy Mordus'
Subject: FW: Pump Station 1 A

Imad Samara
Project Manager

-----Original Message-----

From: Samara, Imad LRC
Sent: Wednesday, January 05, 2000 2:08 PM
To: Samara, Imad LRC; Plachta, Jan S LRC; Schmidt, Joseph J LRC; Nisar, Huma M LRC; Sampson, Eric LRC; White, Bill G LRC; Deja, Tom LRC; Mazanec, James G LRC; Bush, Leslie C LRC; Clancy, Emmett T LRC; Ackerson, Rick D LRC; Albert, Dick LRC; Moore, Gregory LRC; Patel, Umer I LRC; Marella, Guy J LRC; Treharne, Stephen R LRC; Shah, Bharat S LRC; Handwerk, David R LRC
Subject: Pump Station 1 A

PHASE 1-A, HAMMOND COUNTY, INDIANA

Solicitation Number:
DACW27-00-B-0002

Bid Opening Officer: Tom Dickert
Bid Opening & : Pete Williams
Recording

APPARENT LOW BIDDER: Overstreet Electric Company, Inc.
\$5,295,400. Total Bid
5836 Commerce Road
- 657,000. Telegram Bid Modification
Milton, FL 32583
\$4,638,400. Total Bid

2nd Low Bidder: HRP Construction, Inc.
\$4,773,545. Total Bid
5777 Cleveland Road
POB 266
South Bend, IN 46624-0266

3rd Low Bidder: Kovilic Construction Company, Inc.
\$4,827,770. Total Bid
POB 939, 3721 North Carnation Street
Franklin Park, IL 60131

There were no other bids received.

GOVERNMENT ESTIMATE WITHOUT PROFIT:
\$2,915,265.

Low Bid is 63% over

CLAIMS PAYABLE FOR DECEMBER 1999

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5801	EMERSON DELANEY	550.00	PER DIEM FOR MEETINGS 6/29/99-12/7/99
5801	WILLIAM TANKE	750.00	PER DIEM FOR MEETINGS 7/1/99-12/17/99
5801	JOHN MROCZKOWSKI	200.00	PER DIEM FOR MEETINGS 10/7/99-12/7/99
5801	CURT VOSTI	550.00	PER DIEM FOR MEETINGS 7/1/99-11/23/99
5801	GEORGE CARLSON	650.00	PER DIEM FOR MEETINGS 7/1/99-12/15/99
5801	ARLENE COLVIN	450.00	PER DIEM FOR MEETINGS 7/1/99-12/7/99
5801	MARION WILLIAMS	150.00	PER DIEM FOR MEETINGS 6/29/99-10/7/99
5801	JOHN DE MEO	700.00	PER DIEM FOR MEETINGS 7/1/99-12/15/99
5801	CHARLES AGNEW	850.00	PER DIEM FOR MEETINGS 6/29/99-12/15/99
5801	ROBERT HUFFMAN	450.00	PER DIEM FOR MEETINGS 6/29/99-12/7/99
5811	LOUIS CASALE	283.33	RETAINER FEE BILLED THROUGH 12/30/99
5811	LOUIS CASALE	744.00	ADD'L LEGAL COST FOR PERIOD ENDING 12/30/99
5812	NIRPC	8,448.70	SERVICES PERFORMED NOVEMBER 1999
5812	UNITED PARCEL SERVICE	15.00	OVERNIGHT MAIL SERVICE
5821	EMERSON DELANEY	70.00	MILEAGE 6/29/99-12/7/99
5821	WILLIAM TANKE	137.20	MILEAGE 7/1/99-12/17/99
5821	JOHN MROCZKOWSKI	33.60	MILEAGE 10/7/99-12/7/99
5821	CURT VOSTI	109.20	MILEAGE 7/1/99-11/23/99
5821	GEORGE CARLSON	24.08	MILEAGE 12/7/99-12/15/99
5821	ARLENE COLVIN	34.72	MILEAGE 7/1/99-12/7/99
5821	MARION WILLIAMS	13.44	MILEAGE 6/29/99-10/7/99
5821	JOHN DE MEO	127.68	MILEAGE 7/1/99-12/15/99
5821	CHARLES AGNEW	61.04	MILEAGE 6/29/99-12/15/99
5821	ROBERT HUFFMAN	29.92	MILEAGE 6/29/99-12/7/99
5821	SANDY MORDUS	38.08	MILEAGE 11/2/99-11/23/99
5821	SANDY MORDUS	16.24	MILEAGE 12/16/99-12/17/99
5821	DAN GARDNER	145.04	MILEAGE 11/4/99-12/17/99
5821	JIM POKRAJAC	19.50	EXPENSES INCURRED FOR MEETING IN CHICAGO 12/21/99
5824	GTE NORTH	71.01	MODEM TELEPHONE SERVICE 11/28/99-12/28/99
5824	GTE NORTH	127.68	BILLING PERIOD 12/16/99-1/16/00(TOTAL BILL 262.09, KRBC 134.41)
5824	MCI	302.84	BILLING PERIOD 11/15/99-12/14/99(TOTAL BILL 328.03 KRBC 25.19)
5825	SAND RIDGE BANK	64.51	STAFF MEETING CONCERNING FEDERAL DOLLARS & COMMISSIONS NON FEDERAL SHARE
5825	SAND RIDGE BANK	581.28	EXPENSES INCURRED AT RETREAT MEETING 11/23/99
5825	SAND RIDGE BANK	1,633.75	EXPENSES INCURRED AT YEAR-END ANNUAL MEETING 12/7/99
5825	SAND RIDGE BANK	125.45	EXPENSES INCURRED AT FINANCE COMMITTEE MEETING 12/1/99
5825	SAND RIDGE BANK	39.39	EXPENSES INCURRED AT FINANCE COMMITTEE MEETING 12/17/99
5825	SAND RIDGE BANK	47.75	EXPENSES INCURRED AT NOMINATING MEETING 12/15/99
5838	LOUIS CASALE	6,584.68	LAND ACQUISITION/LEGAL SERVICES THROUGH 12/30/99
5841	JANET O'TOOLE & ASSOCIATES	3,850.00	APPRAISAL FOR DC-794
5841	JANET O'TOOLE & ASSOCIATES	1,000.00	APPRAISAL FOR DC-707 & DC-816
5841	JANET O'TOOLE & ASSOCIATES	3,500.00	APPRAISAL FOR DC-83
5841	ASSOCIATED PROPERTY COUSELORS LTD	1,800.00	APPRAISAL FEE FOR DC-59
5841	MARTINEZ, SHARMAT & ASSOCIATES	2,500.00	APPRAISAL FEE FOR DC-595
5841	HOWARD O. CYRUS	450.00	FEE FOR COURT ORDERED APPRAISAL FOR DC-546
5841	ROBERT W. METZ	450.00	FEE FOR COURT ORDERED APPRAISAL FOR DC-546
5841	TONY ZALESKI	450.00	FEE FOR COURT ORDERED APPRAISAL FOR DC-546
5842	J. F. NEW	4,615.00	ADD'L COST FOR WELAND PERMIT APPLICATION & MITIGATION DESIGN
5842	R. W. ARMSTRONG	3,951.20	ENGINEERING SERVICES FOR PERIOD ENDED 12/10/99
5842	GREAT LAKES ENGINEERING	970.50	ENGINEERING SERVICES FOR BETTERMENT LEVEE
5842	PORTER LAKES ENGINEERING INC	12,834.50	ENGINEERING SERVICES FOR PERIOD 6/6/99-9/25/99
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-740
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-741

CLAIMS PAYABLE FOR DECEMBER 1999 CONTINUED

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
13	TICOR TITLE INSURANCE COMPANY	270.00	TITLE INSURANCE FEE FOR DC-742
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-751
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-752
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-753/756
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-754
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-755
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-757
5843	TICOR TITLE INSURANCE COMPANY	345.00	TITLE INSURANCE FEE FOR DC-786
5843	TICOR TITLE INSURANCE COMPANY	100.00	TITLE INSURANCE UPDATE FEE FOR DC-758
5843	TICOR TITLE INSURANCE COMPANY	100.00	TITLE INSURANCE UPDATE FEE FOR DC-763
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-377
5843	LAWYERS TITLE INSURANCE COMPANY	275.00	TITLE INSURANCE FEE FOR DC-617
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-707
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-816
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-715
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-719
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-739
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-746
5843	LAWYERS TITLE INSURANCE COMPANY	130.00	TITLE INSURANCE FEE FOR DC-798
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-799
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-800
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-810
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-811
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-815
5843	LAWYERS TITLE INSURANCE COMPANY	65.00	TITLE INSURANCE FEE FOR DC-813
13	MAXIMILIAN TITLE CORPORATION	130.00	TITLE INSURANCE FEE FOR DC-602 & DC-747
5843	LAKE COUNTY RECORDER	136.00	RECORDING OF EASEMENTS FOR DC-147,575,613,608,& 610
5844	JAMES POKRAJAC	3,572.00	LAND MANAGEMENT/ENG SERVICES 12/1/99-12/15/99
5844	JAMES POKRAJAC	3,648.00	LAND MANAGEMENT/ENG SERVICES 12/16/99-12/31/99
5844	JAMES POKRAJAC	180.60	DECEMBER MILEAGE
5844	JUDITH VAMOS	1,911.00	LAND ACQUISITION/MANAGEMENT SERVICES 12/1/99-12/15/99
5844	JUDITH VAMOS	1,702.75	LAND ACQUISITION/MANAGEMENT SERVICES 12/16/99-12/31/99
5844	JUDITH VAMOS	17.36	DECEMBER MILEAGE
5844	SANDY MORDUS	110.25	CREDITING TECHNICIAN SERVICES 12/1/99-12/8/99
5845	SOUTH SHORE MARINA	1,940.00	REMOVAL & STORAGE OF HANDRAILS
5847	COLE ASSOCIATES INC	3,517.50	SURVEY SERVICES INCURRED FOR STAGE V PHASE 3
5847	COLE ASSOCIATES INC	3,467.50	SURVEY SERVICES INCURRED FOR STAGE V PHASE 2
5847	COLE ASSOCIATES INC	720.00	SURVEY SERVICES INCURRED FOR ERR
5847	COLE ASSOCIATES INC	180.00	SURVEY SERVICES INCURRED FOR STAGE VI
5847	COLE ASSOCIATES INC	299.20	SURVEY SERVICES INCURRED FOR WEST REACH PUMP STATION
5848	MERGING PICTURES INC	1,400.00	AUDIO CHANGES FOR VIDEO OF COMMISSION PROJECT
5861	STAR REGISTER PUBLICATIONS	77.58	SUMMONS & NOTICE FOR DC-476
5861	LAKE COUNTY CLERK	10,250.00	PURCHASE PRICE OF DC-546
5882	R. W. ARMSTRONG	997.50	UTILITY RELOCATION SERVICES FOR PERIOD ENDING 12/10/99

TOTAL 100,682.55

Lindy

We have secured a C.D. at Bank Calumet (Out of 11 banks, they gave us the best interest rate) for the monies received thus far from Lake Erie Land Company. The note is for \$90,056.60 at a interest rate of 6.15%.

(Interest ranged from 4.88% to 6.15% and only 3 banks were at least 6%)

\$21,500.00	+	\$1,027.47	=	\$22,527.47
\$45,460.00	+	\$ 569.13	=	\$46,029.13
\$21,500.00				<u>\$21,500.00</u>
				\$90,056.60

Motion on adoption of proposed Year 2000 Operating Budget (page 10)

Motion for acceptance of Year 2000 Administrative Services contract with NIRPC (Changes reflected on page 11 – Contract on pages 12-15)

Motion to extend contracts for Jim Pokrajac and Judy Vamos. Contract is same as last year's except increase the hourly –

\$36 to \$42
Jim Pokrajac – Increase from \$34.50 to \$38/hour
Judy Vamos – Increase from \$24.50 to \$30/hour

Motion to approve additional compensation in the form of a bonus for Dan Gardner in the amount of \$5,500 and Sandy Mordus in the amount of \$4,000

Point out that the hourly increase and the bonus is based on merit and performance and not automatic.

21 NOV - 17 DEC 99 CALUMET AREA OFFICE
SEMI-MONTHLY CONTRACT STATUS REPORT

CONT. NO. PR&C NO. (CO-S MGR.) (CO-S QA) (CO-C MGR.)	DESCRIPTION	CONTRACTOR	CONTRACT ORIGINAL CURRENT OBLIGATED EARNED AMOUNT	REQUIRED SUBSTANTIAL FINAL W/O D. COMPLETION	% COMPLETE SCH	ACT
95-0071	STA. II-PHS 3B	RAUSCH	\$3,293,968.00	05 DEC 98	100	100
959776			\$3,477,249.66			
(GARCES)			\$3,477,249.66			
(KARWATKA)			\$3,280,112.42			
(TURNER).						

COMMENTS:

CO-S will not schedule final inspection with LCRBDC and District until final pump testing completed.

Final pump testing scheduled for 11 and/or 12 JAN 2000.

Awaiting requested remaining restitution payrolls from KTR for trucking subcontractors and support information for owner/ operator. CO-S furnished Contractor copies of letters previously sent to resolve the problem.

FC-71.42 - Additional recreation trail signs and bollards. Awaiting Contractors response to RFP. Contractor looking for better price than initial contacts have provided.

Awaiting PP-PM/ED-D responses to following issues: None at this time.

95-0073	STA. IV-PHS 2A	DYER	\$2,473,311.50	05 OCT 98	100	100
71759328			\$3,375,090.90	05 OCT 98		
(GARCES)			\$3,375,090.90	19 NOV 99		
(RUNDZAITIS)			\$3,182,879.48			
(TURNER)						

COMMENTS:

Contractor completing punchlist items. CO-S planning to schedule final inspection with LCRBDC and District in December.

P00033 (FC-73.35) Equitable adjustment for metal building: \$7,248.26 DECREASE. Modification mailed to Contractor for signature.

Awaiting PP-PM/ED-D responses to following: None at this time.

CONT. NO. PR&C NO. (CO-S MGR.) (CO-S QA) (CO-C MGR.)	DESCRIPTION	CONTRACTOR	CONTRACT ORIGINAL CURRENT OBLIGATED EARNED AMOUNT	REQUIRED SUBSTANTIAL FINAL W/O D. COMPLETION	% COMPLETE SCH	ACT
95-0076 71608714 (GARCES) (KARWATKA) (TURNER)	STA. II-PHS 4	RAUSCH	\$3,089,692.00 \$4,186,070.75 \$4,182,688.98 \$4,175,000.00	22 SEP 98	100	100

COMMENTS:

CO-S will not schedule final inspection with LCRBDC and District until final pump testing completed.

Awaiting final cross-sections from Contractor. Contractor received preliminary calculations from A/E. Expecting final quantities by 31 DEC 1999.

Final pump testing scheduled for 11 and/or 12 JAN 2000.

CITY OF HOBART ROAD REPAIR – Contractor yet to resolve with City.

Forwarded to Contractor form from requesting additional labor classification for Landscaping Laborers.

FC-76-29 – Sealing Pipes Under I-80/94 Deleted. Awaiting Contractors Proposal.

FC-76.XX - LEVEE QUANTITY OVERRUN EXCEEDING 115%. - Awaiting final quantities.

FC-76.XX - Contractor requesting additional cost due to wet material from Deep River Borrow Site. CO-S has completed review, and presented results of review to Contractor. Contractor reviewing CO-S information.

Awaiting PP-PM/ED-D Responses to the Following Issues: None At This Time.

95-0083 71749268 (DEJA) (RUNDZAITIS) (TURNER)	LANDSCAPING	DYER	\$1,092,050.00 \$1,292,066.15 \$1,292,066.15 \$1,292,066.15	04 May 1998 04 May 1998 04 May 1998	100	100
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COMMENTS:

CO-S awaiting preparation of As-Built drawings by ED-DT.

Closeout file completed.

97-0022 71759315 (DEJA) (LEE) (TURNER)	RECREATION 1	DYER CONSTR.	\$1,174,090.44 \$1,174,090.44 \$1,174,090.44	26 JUL 98 26 JUL 98 26 JUL 98	100	100
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COMMENTS:

Closeout file completed. CO-S to transfer contract files to CO-C at earliest convenience.

CONT. NO. PR&C NO. (CO-S MGR.) (CO-S QA) (CO-C MGR.)	DESCRIPTION	CONTRACTOR	CONTRACT ORIGINAL CURRENT OBLIGATED EARNED AMOUNT	REQUIRED SUBSTANTIAL FINAL W/O D. COMPLETION	% COMPLETE SCH.	ACT
97-0028 71919659 (DEJA) (LEE) (TURNER)	STAGE II-3C2	SBA/WEBB CONSTRUCTION	\$3,616,679.22 \$4,079,875.04 \$4,070,545.18 \$3,890,000.00	30 JUN 99 30 JUN 99	100	100

COMMENTS:

CO-S planning to schedule joint Area/District Office/Sponsor Final Inspection.

P00021 - final Quantities. Estimated \$160,000.00 DECREASE. CO-S preparing modification.

CO-S preparing Closeout file.

Awaiting PP-PM/ED-D responses to following: None at this time.

97-0026 71769388 (GARCES) (KARWATKA) (TURNER)	IV-2B	DYER CONSTR.	\$1,530,357.50 \$1,819,314.65 \$1,819,314.65 \$1,782,377.50	*16 NOV 98	*100	*100
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COMMENTS:

*Required completion date will be extended to accomplish gateway repair.

FC-26.20 - Installation of bollards. PP-PM concurred with CO-S recommendation to accomplish ramp paving at later date, by competitive bid. CO-S to pursue negotiation of remaining bollard work.

FC-26.22 - Gateway Repair. Awaiting Contractors proposal.

Awaiting PP-PM/ED Responses to the Following Issues: None at this time.

Awaiting Ayres Responses to the Following Issues: None at this time.

98-C-0037 80124796 (DEJA) (WILSON) (SMITH)	INDIANA SHORELINE III	KOVILIC	\$3,317,567.32 \$3,317,567.32 \$3,317,567.32	30 JUN 99 30 JUN 99 30 JUN 99	100	100
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COMMENTS:

Closeout file completed. CO-S to transfer contract files to CO-C at earliest convenience.

CONT. NO. PR&C NO. (CO-S MGR.) (CO-S MGR.) (CO-S QA) (CO-C MGR.)	DESCRIPTION	CONTRACTOR	CONTRACT ORIGINAL CURRENT OBLIGATED EARNED AMOUNT	REQUIRED SUBSTANTIAL SUBSTANTIAL FINAL W/O D. COMPLETION	% COMPLETE SCH	ACT
98-C-0050	BEVERLY	AMERICAN	\$1,139,575.00	30 APR 99	100	100
80084709	SHORES	MARINE CONST.	\$1,157,152.37	30 APR 99		
(DEJA)			\$1,157,152.37			
(NEWELL)			\$1,157,152.37			
(SMITH)						

COMMENTS:

Dune grass replanted week of 8 NOV 99. Reinspection scheduled for Spring 2000.

Awaiting Landscaping subcontractor payroll.

Awaiting PP-PM/ED-D preparation of As-Built Drawings.

99-C-0040	EAST REACH	DYER	\$1,657,913.00	03 OCT 00	62.9	62.9
%355539	REMEDIATION	CONST. CO.	\$1,861,702.00			
(DEJA)			\$1,661,702.00			
(LEE)			\$1,043,407.75			
(TURNER)						

COMMENTS:Shut down for winter.

FC-40.03 - Additional Pre-Load Embankment and Wicks. Received and Evaluating Proposal.

Awaiting PP-PM/ED-D responses to the following: None at this time.

CONT. NO. PR&C NO. (CO-S MGR.) (CO-S QA) (CO-C MGR.)	DESCRIPTION	CONTRACTOR	CONTRACT ORIGINAL CURRENT OBLIGATED EARNED AMOUNT	REQUIRED SUBSTANTIAL FINAL W/O D. COMPLETION	% COMPLETE SCH.	ACT
--	-------------	------------	--	---	--------------------	-----

FC-37.03 - Tie in to 31st to 33rd Street Beach. Awaiting proposal.

FC37.0X - Collapse of void areas . Preparing RFP.

Awaiting PP-PM/ED-D responses to the following: None At This Time

Awaiting STS response to the following items: None At This Time

00-C-0003	STAGE IV -	DILLON	\$2,708,720.00		0	0
%422358	PHASE 1	CONTRACTORS	\$2,708,720.00			
(DEJA)	NORTH	INC.	\$ 100,000.00			
(KARWATKA)			\$ 0.00			
(TURNER)						

COMMENTS:

Awarded. Pre-Construction Conference held.

CELRC-OC evaluating bonds.

Contractor desires to discuss VE proposal to go to 8' diameter pipe in lieu of box culvert. Will submit preliminary info. in order to arrange meeting with District A-E to discuss.

00-C-XXXX CAL. HARBOR
CDF RPR.

()
()
()

COMMENTS:

PP-PM /ED-D responding to BCOE comments

00-C-XXXX PUMP STATION
1A

()
()
()

COMMENTS:

Advertised

00-C-XXXX MICHIGAN CITY
DREDGING

()
()
()

COMMENTS:

P&S forwarded to 8a Contractor for preparation of price/quote.

CONT. NO. PR&C NO. (CO-S MGR.) (CO-S QA) (CO-C MGR.)	DESCRIPTION	CONTRACTOR	CONTRACT ORIGINAL CURRENT OBLIGATED EARNED AMOUNT	REQUIRED SUBSTANTIAL FINAL W/O D. COMPLETION	% COMPLETE SCH. ACT
00-C-XXXX	SMALL BURNS DREDGING				
()					
()					
()					

COMMENTS:

PP-PM/ED-D responded to CO-S comments on final P&S. CO-S advised ED-DC/PP-PM/CO-C/CO all CO-S comments have been satisfactorily addressed.

00-C-XXXX	<u>CAL. RIVER</u>
()	<u>DREDGING</u>
()	
()	

COMMENTS:

PP-PM/ED-D responding to BCOE comments.

00-C-XXXX	IV - 1 SOUTH
()	
()	
()	

COMMENTS:

PP-PM/ED-D responding to 100% BCOE comments.

Dyer Construction Company, Inc.

1716 SHEFFIELD AVENUE - DYER, INDIANA 46311
 PHONES: (219) 865-2961, (773) 731-7868, (708) 895-3339 - FAX: (219) 865-2963

LITTLE CALUMET RIVER FLOOD PROJECT - LEVEE CONSTRUCTION EAST REACH NOVEMBER 1999 - MINORITY UTILIZATION UPDATE

Contract No.: DACW27-99-C-0040

Location: Gary, Lake County, Indiana

Contractor: DYER CONSTRUCTION COMPANY, INC.

Contract Amount: \$ 1,657,913.00

1. LABOR UTILIZATION STATUS:

CONSTRUCTION TRADE	TOTAL HOURS ALL EMPLOYERS BY TRADE		TOTAL HOURS BLACK		TOTAL HOURS HISPANIC		TOTAL HOURS PACIFIC ISLANDER		TOTAL HOURS NATIVE AMERICAN		MINORITY PERCENTAGE		FEMALE PERCENTAGE	
	THIS MONTH	TOTAL TO DATE	THIS MONTH	TOTAL TO DATE	THIS MONTH	TOTAL TO DATE	THIS MONTH	TOTAL TO DATE	THIS MONTH	TOTAL TO DATE	THIS MONTH	TOTAL TO DATE	THIS MONTH	TOTAL TO DATE
Operating Engineers	180.50	1,787.00	189.50	436.00	0.00	0.00	162.00	466.50	0.00	0.00	46.33%	50.50%	0.00%	7.50%
Laborers	390.50	1,071.50	0.00	0.00	0.00	0.00	168.50	462.00	0.00	0.00	43.15%	43.15%	0.00%	0.00%
Mechanics	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%
Teamsters	116.50	205.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%
Carpenters	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%
Landscapers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%
Cement Finishers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%	0.00%	0.00%
ACTUAL TOTAL	1,267.50	3,063.50	189.50	436.00	0.00	0.00	330.50	928.50	0.00	0.00	41.83%	41.54%	0.00%	4.37%
CONTRACT GOALS												40.00%		6.50%

Dyer Construction Company, Inc.

1716 SHEFFIELD AVENUE - DYER, INDIANA 46311

PHONES: (219) 865-2961, (773) 731-7869, (788) 895-3339 - FAX: (219) 865-2963

LITTLE CALUMET RIVER FLOOD PROJECT - LEVEE CONSTRUCTION EAST REACH NOVEMBER 1999 - MINORITY UTILIZATION UPDATE

2. MATERIAL, SUPPLIES, & MISCELLANEOUS PURCHASES STATUS:

TOTAL OF ALL PURCHASES		PURCHASED WITHIN LAKE CO., INDIANA				PURCHASED WITHIN GARY, INDIANA			
THIS MONTH	TOTAL TO DATE	THIS MONTH		TOTAL TO DATE		THIS MONTH		TOTAL TO DATE	
		AMOUNT	% OF TOTAL	AMOUNT	% OF TOTAL	AMOUNT	% OF TOTAL	AMOUNT	% OF TOTAL
\$60,883.69	\$181,117.13	\$23,686.36	38.98%	\$53,785.88	53.19%	\$33,515.57	55.05%	\$36,246.28	35.85%

3. SUBCONTRACTS STATUS:

TOTAL OF ALL AWARDED SUBCONTRACTS		AWARDED WITHIN LAKE CO., INDIANA				AWARDED WITHIN GARY, INDIANA			
THIS MONTH	TOTAL TO DATE	THIS MONTH		TOTAL TO DATE		THIS MONTH		TOTAL TO DATE	
		AMOUNT	% OF TOTAL	AMOUNT	% OF TOTAL	AMOUNT	% OF TOTAL	AMOUNT	% OF TOTAL
\$26,678.20	\$184,178.20	\$0.00	0.00%	\$50,000.00	43.79%	\$0.00	0.00%	\$0.00	0.00%

SUBCONTRACTS (AT ANY TIER) AWARDED UNDER THIS CONTRACT:

VENDOR	LOCATION	LARGE BUSINESS	SMALL BUSINESS	SMALL W.B.E.	SMALL M.B.E.	CONTRACT AMOUNT	COMPLETED TO DATE
HOMER TREE SERVICE, INC.	1400 S. ARCHER AVENUE, LOCKPORT, IL 60441		X			\$37,500.00	\$37,500.00
K & S TESTING & ENGINEERING	9715 KENNEDY AVENUE, HIGHLAND, IN 46322				X	\$50,000.00	\$2,600.00
U.S. WICK DRAIN, INC.	8809 KING ROAD, LILAND, N.C. 28451		X			\$26,678.20	\$26,678.20

Dyer Construction Company, Inc.

1716 SHEFFIELD AVENUE - DYER, INDIANA 46311
PHONES: (219) 863-2961, (773) 731-7868, (708) 895-3339 - FAX: (219) 863-2963

LITTLE CALUMET RIVER FLOOD PROJECT - LEVEE CONSTRUCTION EAST REACH NOVEMBER 1999 - MINORITY UTILIZATION UPDATE

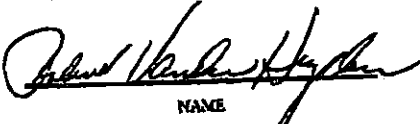
SUBCONTRACTING PLAN COMPARISON:

	PLAN		ACTUAL TO DATE	
	\$	%	\$	%
TOTAL SUBCONTRACTING	\$450,000.00	27.14%	\$114,178.20	6.89%
LARGE BUSINESS	\$0.00	0.00%	\$0.00	0.00%
SMALL BUSINESS	\$0.00	0.00%	\$0.00	0.00%
NON-DISADVANTAGED SMALL	\$300,000.00	18.10%	\$64,178.20	3.87%
DISADVANTAGED SMALL	\$150,000.00	9.05%	\$50,000.00	3.02%

4. ACTION TAKEN TO PROMOTE MINORITY PARTICIPATION (WORKFORCE AND SUBCONTRACTING):

Dyer Construction Company, Inc. has in force Affirmative action Plans for hiring minority employees utilizing but not limited to the Sixteen (16) steps as listed in the Specifications. Dyer Construction participates in the "School to Work Program". Dyer Construction Company, Inc is a member of the "Indiana Plan". Dyer also participates in local school job fairs such as Ivy Tech.

I declare under penalty of perjury, pursuant to Title 28, United States Code, Section 1746, that the foregoing is true and Correct to the best of my knowledge and belief.


NAME

December 16, 1999

DATE

Little Calumet River, Levee, East Reach Remediation

Page No. 3

Run Date: 01/03/2000 10:21 AM

Jan. 03 2000 03:12PM P4

FAX NO. : 219 923 2957

FROM : USACE, CALUMET AREA OFFICE

DYER CONSTRUCTION COMPANY, INC.
1716 Sheffield Avenue, Dyer, IN 46311

Affirmative Action Steps
for Contract DACW27-99-C-0040

1. **Dyer Construction Company, Inc., herein after referred to as Dyer, will ensure and maintain a working environment free of harassment, intimidation, and coercion at the site, and in all facilities at which Dyer's employees are assigned to work.**
 - A. **Dyer has and enforces a Sexual Harassment Policy. See attached copy.**
 - B. **Dyer also has a Non-Discrimination Policy. Copy enclosed.**
 - C. **Dyer has posted on the jobsite bulletin board Dyer's Policies. These policies will be explained during tool box talks held on this job.**
2. **Dyer will establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Dyer has employment opportunities available. Dyer will maintain a record of the organizations' responses.**
 - A. **Dyer has developed a list of Recruitment Organizations to use as an Employment Resource. See attached list.**
 - B. **Dyer will send periodic letters to Recruitment Organizations when opportunities for work are at hand and when opportunities for joining the trades or apprenticeship programs become available. See sample letters and responses.**
 - C. **Dyer does not anticipate hiring any new employees for this project as the current workforce will fulfill our requirements.**
3. **Dyer maintains a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicants and minority or female referral from a union, a recruitment source or community organization and what action was taken in respect to each such individuals.**
 - A. **Dyer maintains a walk-in-log for of-the-street applicants. See a sample log.**

**Dyer Construction Company, Inc.
Affirmative Action Steps**

Page 2

- 4. Dyer will provide immediate written notification to the director when a union or unions with which Dyer has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by Dyer, or when Dyer has other information that the union referral process has impeded Dyer's efforts to meet its obligations.**
 - A. Dyer has never had a union deny our request. The lack of minority and female members is the only reasons that have prevented the unions from fulfilling our requests.**
- 5. Dyer participates in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Dyer's employment needs, especially those programs funded or approved by the Department of Labor.**
 - A. Dyer has signed onto the Indiana Plan. See enclosed information.**
- 6. Dyer disseminates its EEO Policy by providing notice to unions and training programs and requesting their cooperation in assisting Dyer in meeting its EEO obligations: by collective bargaining agreements, by publicizing it in the Employee Handbook, by specific review of the policy with management personnel and with all minority and female personnel at least once a year, and by posting Dyer's EEO Policy, where feasible, on bulletin boards accessible to all employees at each location where construction work is performed.**
 - A. Dyer sends letters to unions requesting their aid in meeting our obligations. See sample.**
 - B. An Employee handbook with Dyer's E.E.O. Policy. was issued to every employee on this project**
- 7. Dyer reviews, at least annually, the company's EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and Foreman.**

**Dyer Construction Company, Inc.
Affirmative Action Steps**

Page 3

- A. Dyer's E.E.O. Officer has directed the supervisor and foremen on this project concerning their responsibilities for the E.E.O. Policy and its management.**
- 8. Dyer disseminates its EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Dyer's EEO Policy with other Contractors and Subcontractors with whom Dyer does or will anticipate doing business.**
- A. Dyer made its EEO Policy available by posting it on the jobsite bulletin boards. See above - EEO Policy.**
- 9. Dyer directs its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Dyer's recruitment area and employment needs. Dyer strives to keep the above-mentioned schools and organizations aware of the dates for the acceptance of applications for apprenticeship or other training by any recruitment source. Dyer sends written notifications describing the openings, screening procedures, and tests to be used in the selection process.**
- A. Dyer's EEO Policy statement is sent to schools and community organizations within the job area to show Dyer's commitment to its obligations.**
- C. Dyer has joined the Indiana Plan and will make the plan known to the schools and community organizations.**
- 10. Dyer encourages present minority and female employees to recruit other minority persons and women into our workforce.**
- A. Dyer has asked and will continue to contact our minority and female personnel on this job to see if they have any recommendations for additions to our workforce.**
- B. Dyer posted a notice on this project's bulletin board to all employees to recommend minorities and female for employment. See notice.**
- 11. Dyer will validate all tests and other selection requirements where there is an obligation to do so.**

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations. The text also mentions that proper record-keeping helps in identifying trends and patterns, which can be used to make informed decisions.

2. The second part of the document focuses on the role of the management team in overseeing the organization's performance. It states that the management team should regularly review the progress of various projects and departments to ensure they are on track. The text also highlights the importance of communication between the management team and the staff, as this helps in addressing any issues or concerns promptly.

3. The third part of the document discusses the financial aspects of the organization. It mentions that the management team should ensure that the organization's finances are in good health and that there is no unnecessary expenditure. The text also notes that the management team should regularly review the budget and make adjustments as needed to ensure the organization remains financially stable.

4. The fourth part of the document discusses the human resources aspect of the organization. It mentions that the management team should ensure that the organization has a sufficient number of qualified staff to carry out its operations. The text also notes that the management team should provide training and development opportunities for the staff to help them improve their skills and knowledge.

5. The fifth part of the document discusses the legal aspects of the organization. It mentions that the management team should ensure that the organization complies with all relevant laws and regulations. The text also notes that the management team should regularly review the organization's legal obligations and make sure that they are being met.

6. The sixth part of the document discusses the environmental aspects of the organization. It mentions that the management team should ensure that the organization's operations are sustainable and that it is taking steps to reduce its carbon footprint. The text also notes that the management team should regularly review the organization's environmental impact and make improvements where necessary.

7. The seventh part of the document discusses the social aspects of the organization. It mentions that the management team should ensure that the organization is contributing positively to the community. The text also notes that the management team should regularly review the organization's social impact and make improvements where necessary.

8. The eighth part of the document discusses the overall performance of the organization. It mentions that the management team should regularly review the organization's performance and make improvements where necessary. The text also notes that the management team should ensure that the organization is achieving its goals and objectives.

9. The ninth part of the document discusses the future of the organization. It mentions that the management team should regularly review the organization's long-term strategy and make adjustments as needed. The text also notes that the management team should ensure that the organization is prepared for any challenges that may arise in the future.

10. The tenth part of the document discusses the conclusion of the document. It mentions that the management team should ensure that the organization is always striving for excellence and that it is committed to its values and principles. The text also notes that the management team should regularly review the organization's performance and make improvements where necessary.

**Dyer Construction Company, Inc.
Affirmative Action Steps**

Page 4

A. Where necessary Dyer will verify training.

- 12. Dyer conducts, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through training, ect. such opportunities.**

A. Dyer will review all employees on this job to check for potential upgrades or promotions.

- 13. Dyer will ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that Dyer's EEO Policy and obligations are being carried out.**

A. Dyer's EEO Officer visits this job site routinely and is available to all employees.

B. Dyer will have a listing of all employees and the hours worked and in what capacity for review By EEO Officer.

- 14. Dyer will ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.**

A. Dyer has established a policy on Non-Segregated Facilities. See attached.

B. The Policy is posted on the jobsite bulletin board.

- 15. Dyer has documented and maintains a record of solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.**

A. Dyer will seek minority and female subcontractor and supplier quotations. See sample.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be carefully documented to ensure the integrity of the financial data. This includes recording dates, amounts, and the nature of the transactions.

The second part of the document provides a detailed breakdown of the company's revenue streams. It identifies the primary sources of income and analyzes their contribution to the overall financial performance. This section also includes a comparison of current revenue trends with historical data to identify patterns and growth opportunities.

The third part of the document focuses on the company's expenses and costs. It details the various categories of expenditures, from operational costs to capital investments. The analysis highlights areas where costs can be optimized and suggests strategies for reducing unnecessary expenses while maintaining the quality of services.

The fourth part of the document presents a comprehensive overview of the company's profit margins. It calculates the gross, operating, and net profit margins, providing a clear picture of the company's financial health. This section also discusses the factors that influence profitability and offers recommendations for improving the bottom line.

The fifth part of the document discusses the company's financial position and liquidity. It assesses the company's ability to meet its short-term and long-term obligations and provides insights into the management of cash flow. This section includes a review of the company's debt levels and its overall financial stability.

The sixth part of the document provides a summary of the key findings and conclusions from the financial analysis. It reiterates the strengths and weaknesses of the company's financial performance and offers strategic recommendations for future growth and success. This section serves as a concise overview of the entire report.

**Dyer Construction Company, Inc.
Affirmative Action Steps**

Page 5

16. Dyer conducts a review, at least annually, of all supervisors' adherence to and performance under Dyer's EEO Policy and affirmative action obligations.

A. Dyer has on file annual supervisor and foreman evaluations for personnel on this job. See samples.

1. The first part of the document is a list of names and addresses of the members of the committee. The names are written in a cursive hand, and the addresses are written in a more formal, printed hand. The list is organized into two columns, with names on the left and addresses on the right. The names are: John A. Smith, John B. Smith, John C. Smith, John D. Smith, John E. Smith, John F. Smith, John G. Smith, John H. Smith, John I. Smith, John J. Smith, John K. Smith, John L. Smith, John M. Smith, John N. Smith, John O. Smith, John P. Smith, John Q. Smith, John R. Smith, John S. Smith, John T. Smith, John U. Smith, John V. Smith, John W. Smith, John X. Smith, John Y. Smith, John Z. Smith. The addresses are: 123 Main St., 456 Main St., 789 Main St., 101 Main St., 202 Main St., 303 Main St., 404 Main St., 505 Main St., 606 Main St., 707 Main St., 808 Main St., 909 Main St., 1010 Main St., 1111 Main St., 1212 Main St., 1313 Main St., 1414 Main St., 1515 Main St., 1616 Main St., 1717 Main St., 1818 Main St., 1919 Main St., 2020 Main St., 2121 Main St., 2222 Main St., 2323 Main St., 2424 Main St., 2525 Main St., 2626 Main St., 2727 Main St., 2828 Main St., 2929 Main St., 3030 Main St., 3131 Main St., 3232 Main St., 3333 Main St., 3434 Main St., 3535 Main St., 3636 Main St., 3737 Main St., 3838 Main St., 3939 Main St., 4040 Main St., 4141 Main St., 4242 Main St., 4343 Main St., 4444 Main St., 4545 Main St., 4646 Main St., 4747 Main St., 4848 Main St., 4949 Main St., 5050 Main St., 5151 Main St., 5252 Main St., 5353 Main St., 5454 Main St., 5555 Main St., 5656 Main St., 5757 Main St., 5858 Main St., 5959 Main St., 6060 Main St., 6161 Main St., 6262 Main St., 6363 Main St., 6464 Main St., 6565 Main St., 6666 Main St., 6767 Main St., 6868 Main St., 6969 Main St., 7070 Main St., 7171 Main St., 7272 Main St., 7373 Main St., 7474 Main St., 7575 Main St., 7676 Main St., 7777 Main St., 7878 Main St., 7979 Main St., 8080 Main St., 8181 Main St., 8282 Main St., 8383 Main St., 8484 Main St., 8585 Main St., 8686 Main St., 8787 Main St., 8888 Main St., 8989 Main St., 9090 Main St., 9191 Main St., 9292 Main St., 9393 Main St., 9494 Main St., 9595 Main St., 9696 Main St., 9797 Main St., 9898 Main St., 9999 Main St.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MONTHLY BUDGET REPORT, DECEMBER 1999

	1999	6 MONTH						UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	BUDGETED
							TOTAL	BALANCE
5801 PER DIEM EXPENSES	16,000.00	50.00	0.00	0.00	0.00	0.00	4,150.00	11,800.00
5811 LEGAL EXPENSES	8,500.00	647.33	395.33	283.33	500.33	283.33	283.33	6,107.02
5812 NIRPC SERVICES	125,000.00	18,196.34	0.00	9,976.77	9,251.37	10,091.22	8,831.71	68,652.59
5821 TRAVEL/MILEAGE	14,000.00	24.64	26.22	0.00	24.64	0.00	576.24	13,348.26
5822 PRINTING/ADVERTISING	5,000.00	0.00	319.00	149.22	185.98	0.00	34.42	4,311.38
5823 BONDS/INSURANCE	7,500.00	276.00	0.00	0.00	0.00	5,565.63	0.00	1,658.37
5824 TELEPHONE EXPENSES	7,000.00	519.16	192.98	651.82	540.17	309.54	198.15	4,588.18
5825 MEETING EXPENSES	8,000.00	0.00	0.00	378.09	108.79	301.57	0.00	7,211.55
5838 LEGAL SERVICES	125,000.00	4,540.71	7,126.58	7,589.02	5,864.39	5,620.96	6,948.71	87,309.63
5840 PROFESSIONAL SERVICES	500,000.00	31,930.55	46,077.30	33,336.46	41,709.50	43,359.40	22,463.78	281,123.01
5860 PROJECT LAND PURCHASE EXP.	1,307,081.00	33,700.00	19,297.84	2,019.50	124.00	50.00	2,631.00	1,249,258.66
5881 PROPERTY/STRUCTURE INS.	25,000.00	0.00	563.00	0.00	18,244.00	0.00	1,892.00	4,301.00
5882 UTILITY RELOCATION EXP.	200,000.00	105.00	0.00	3,464.89	157.50	210.00	420.00	195,642.61
5883 PROJECT LAND CAP. IMPROV.	250,000.00	60.00	0.00	0.00	0.00	1,800.00	4,795.00	243,345.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	270.00	0.00	0.00	0.00	0.00	0.00	24,730.00
	2,623,081.00	90,319.73	73,998.25	57,849.10	76,710.67	67,591.65	53,224.34	2,203,387.26

	1999	12 MONTH						UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	BUDGETED
							TOTAL	BALANCE
5801 PER DIEM EXPENSES	16,000.00	0.00	0.00	0.00	1,000.00	250.00	5,300.00	5,250.00
5811 LEGAL EXPENSES	8,500.00	283.33	283.33	283.33	591.33	432.33	1,027.33	3,206.04
5812 NIRPC SERVICES	125,000.00	8,840.27	8,692.44	8,799.14	9,133.46	8,431.92	8,463.70	16,291.66
5821 TRAVEL/MILEAGE	14,000.00	0.00	22.40	0.00	5,789.08	3,066.11	859.74	3,610.93
5822 PRINTING/ADVERTISING	5,000.00	56.83	55.63	0.00	0.00	352.92	0.00	3,846.00
5823 BONDS/INSURANCE	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,658.37
5824 TELEPHONE EXPENSES	7,000.00	857.44	477.96	671.07	446.37	437.68	501.53	1,196.13
5825 MEETING EXPENSES	8,000.00	423.30	0.00	135.15	936.03	998.28	2,492.13	2,226.66
5838 LEGAL SERVICES	125,000.00	5,864.70	8,271.75	8,034.70	6,266.15	7,311.65	6,584.68	44,976.00
5840 PROFESSIONAL SERVICES	500,000.00	32,737.57	53,411.71	43,646.05	48,255.66	26,460.11	64,128.36	12,483.55
5860 PROJECT LAND PURCHASE EXP.	1,307,081.00	8,880.00	1,390.00	4,821.23	10,550.30	0.00	10,327.58	1,213,289.55
5881 PROPERTY/STRUCTURE INS.	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	4,301.00
5882 UTILITY RELOCATION EXP.	200,000.00	210.00	1,837.50	1,890.00	210.00	52.50	997.50	190,445.11
5883 PROJECT LAND CAP. IMPROV.	250,000.00	0.00	0.00	16,500.00	1,542.00	0.00	0.00	225,303.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	24,730.00
	2,623,081.00	58,153.44	74,442.72	84,780.67	84,720.38	47,793.50	100,682.55	1,752,814.00

RECREATION REPORT

Thursday, January 6, 2000

GENERAL STATEMENT:

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

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

A. OXBOW (Hammond)

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

B. GLEASON PARK (Gary Parks & Recreation)

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

C. LAKE ETTA (Lake County Parks)

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

D. CHASE STREET TRAIL (City of Gary)

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

RECREATION – GENERAL

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

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

B. We received a letter from the COE on April 12th, 1999 regarding recreational trail re-alignment from the existing levee north of IUN and west of Broadway indicating that they will forward real estate information to us.

1. We received the signed easement agreement from the Gary Public Works Dept. on December 2nd, 1999.
2. **LCRBDC will complete new (revised) layout and coordinate with INDOT and the City of Gary to get necessary permits and agreements.**

- C. The re-direction of the recreation trail around the Gas City Truck Stop East of Grant Street will be coordinated with the COE and City of Gary.
1. It is intended to do this work, along with other recreational work, in the late spring of 2000.
 2. **LCRBDC will coordinate a meeting with the COE and Gas City to finalize the layout and to confirm that we couldn't use the original layout if we provide fencing, lighting, etc.**
- D. We received a copy of a press release on July 13th announcing the 1999 Transportation Enhancement grants, which includes \$800,000 to complete the Highland/Wicker Park/Erie Lackawanna trail systems.
1. The Town of Highland, Hammond, and North Township have requested we pull out some of the recreational portions of our V-3 (Woodmar Country Club), and V-2 (Wicker Park) contracts to allow their trail systems to be contiguous.
 2. We submitted a letter to the COE on August 17th, 1999 and again on September 16th and have received no response to date.
 3. A meeting **was held on** December 7th, 1999, to review the feasibility of the local request.
 - **It was determined at this meeting that the line of protection for the Stage V-Phase 2A construction will split the access from the North for the Hammond Trail from the Highland Trail coming from the South.**
 - **A tentative solution is proposed to keep the Hammond Trail North of the I-Wall between Wicker and Woodmar, and have the Highland Trail to the South. They will meet at the Northwest corner of Wicker where a ramp will need to be constructed.**
 - **Dennis Cobb (Hammond/Highland) consultant will draft a letter to Greg Cvitkovich to see if North Township will have a problem with this proposal.**
 4. **A letter was written to the COE on December 28th, 1999, enclosing information, and plans, for the Erie Lackawanna Bike Trail in Hammond from I-80/94 to Southeast to the stoplight at K-Mart.**
- E. We received a letter from the E.J. & E. RR. dated September 1st, 1999, and forwarded it to the Commission attorney for legal review on September 8th, 1999, regarding their allowing us an at-grade crossing for the Betterment Levee Recreation Trail.
1. Our insurance appears to cover the liability requirements requested by the railroad. An agreement needs to be put in place that would allow us the option to do this work as an addendum to the betterment levee – Phase I project.
 - Prior to an agreement, we will need engineering information from the Corps & the E.J. & E. to attach.
 2. **This work will be done as part of the Stage VI-Phase 2 project which is currently scheduled for start of construction in the fall of 2002.**



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 28, 1999

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

Dear Imad:

Enclosed are the cover letter and four (4) copies of the print received on December 16th from First Group Engineering, Inc. The print shows the proposal for the Hammond portion of the Erie Lackawanna bike trail. This trail will continue southeasterly from I-80/94 to the stoplight adjacent to K-Mart. This plan shows sections and details of what is proposed for that area.

Please use this information as necessary to incorporate the tie-in with our trail as part of the Stage V Phase 3 construction. If you have any questions regarding this information, please contact me.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.

cc: Dennis Cobb, First Group
Jan Plachta, COE

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DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

January 7, 2000

Honorable B. Patrick Bauer
Chairman, Ways & Means Committee
House of Representatives
State House
Indianapolis, Indiana 46204

Dear Representative Bauer:

The Little Calumet River Basin Development Commission is writing you to request your help in providing funding availability for the Development Commission to meet the non-Federal obligations in the second year of this biennial budget to the U. S. government (U.S. Army Corps of Engineers) for the ongoing construction of the \$181 million Federal flood control/recreation project in Lake County, Indiana. The first year of the 1999-2000 State Biennial Budget allocated \$1.5 million to the project from the Special Build Indiana Fund. While the Development Commission and local officials are grateful for this legislative action, it leaves us approximately \$3 million short of meeting our financial obligations to the Federal government to allow Federal construction contracts to continue. This is due in part to the aggressive commitment the Congress has made in appropriations to see this much needed construction to completion. Congress appropriated \$8 million in Federal fiscal year 2000 and \$10 million in Federal fiscal year 2001 for construction. As background, the Development Commission submitted a \$6 million budget request at the start of last session to stay ahead of the construction funding, but the passed budget contained no direct line item funding. The ability to spend this Federal money is directly dependent upon sufficient non-Federal funding being available to meet our 25% non-Federal obligation, thus the need to access additional funding in the second year of the biennial budget.

The current situation is all the more critical because the Development Commission has drawn all available allocations from previous biennial appropriations. As of December 31, 1999, the Development Commission has available only \$600,000 from the 1997-99 biennium and the \$1.5 million from the 1999 Special Building Indiana Fund to draw upon. Letters from Congressman Peter Visclosky dated July 21, 1999 and more recently, Lt. Col. Peter J. Rowan, District Engineer from the Chicago Corps of Engineers, are included to document the seriousness of the situation we are facing.

Rep. Patrick Bauer
January 7, 2000
Page 2

The Development Commission members and staff, the Chicago Corps officials, and representatives of the Congressional and Senate offices are available to personally brief you and the House and Senate leadership if you would so desire. We have worked with Representatives Earl Harris and Chet Dobis of the area delegation to make them aware of the crisis in funding. We thank you for your and the legislature's past support spanning many years and anxiously await your response to assist in this critical time.

Sincerely,

Emerson Delaney,
Chairman

Arlene Colvin,
Legislative Chairman

Dan Gardner,
Executive Director

/sjm
encl.

cc: Rep. Earl Harris
Rep. Chet Dobis
Peggy Boehm,
Budget Director
Peter Manous, Rep
for Gov. O'Bannon



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Frank O'Bannon
Governor

Lori F. Kaplan
Commissioner

*To- Monica Krefft
from John Rudisell.*

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
(317) 232-8603
(800) 451-6027
www.state.in.us/idem

December 20, 1999

Mr. John Rudisell
Michigan City Port Authority
200 Heisman Harbor Drive
Michigan City, Indiana 46360

Dear Mr. Rudisell:

Re: Dredging Issue

Thank you for your letter dated November 29, 1999, concerning the Michigan City Port Authority's project to dredge sediment build up from the Michigan City boat harbor entrance. I can understand your concern in ensuring boaters can safely navigate the harbor entrance.

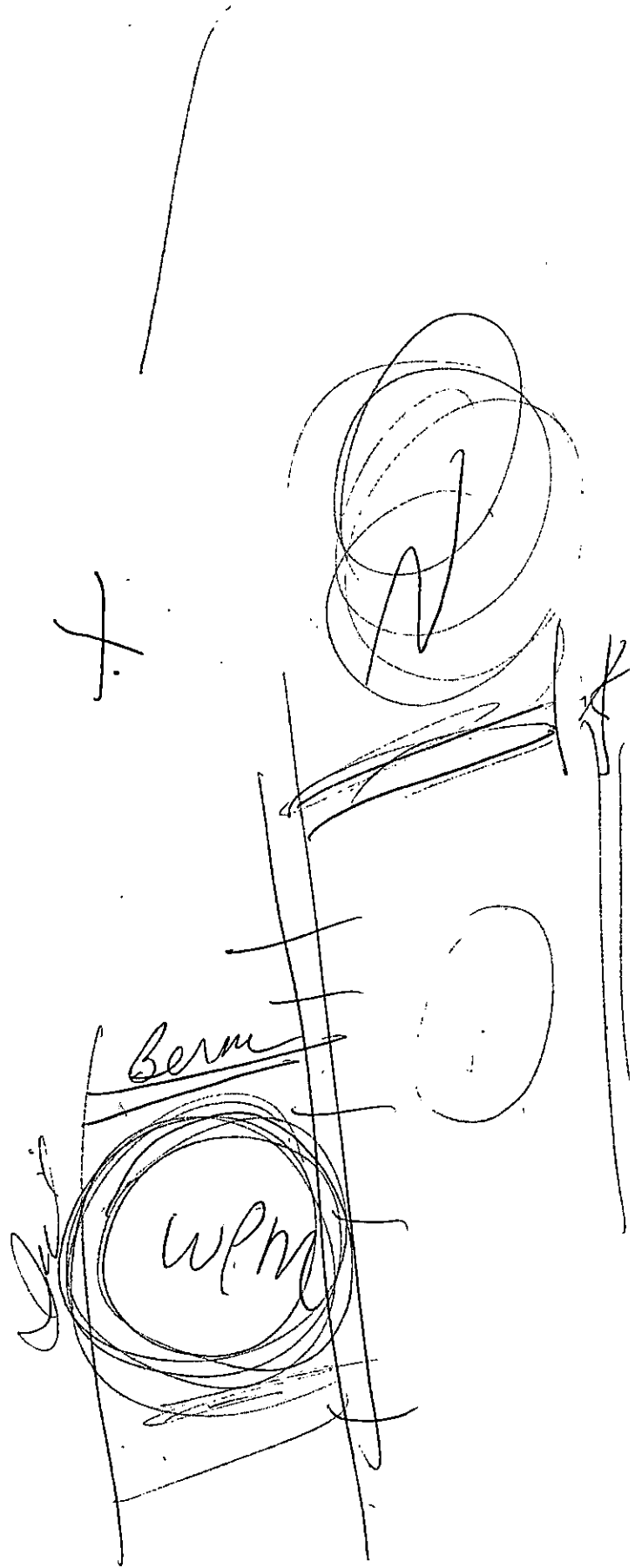
I have shared your concerns with Mr. Matt Rueff who, as Assistant Commissioner in our agency's Office of Water Management, is delegated to make a final decision in this matter. Mr. Rueff and his staff are aware of this problem and have initiated an internal dialogue to identify viable solutions. Please let me clarify that a discharge of water containing levels of ammonia above the water quality criterion may have a negative impact on aquatic life in the harbor. Our primary concern is to ensure that the dredging operation, as permitted, will not result in ammonia levels that will negatively impact aquatic life.

Mr. Rueff will be contacting you soon for further discussion. In the interim, please feel free to direct questions to him, at 317/232-8476. Working together, we will arrive at a solution that is in the best interest of aquatic life and boater safety. Thank you, again, for bringing this to my attention.

Sincerely,

Lori F. Kaplan
Commissioner

cc: Indiana State Senator Anita Bowser
Indiana State Representative Scott Pelath



**Clean Water Act Section 404(b)(1) Contaminant
Determination for Burns Waterway/Small Boat Harbor**

Prepared by:

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

16 December, 1999

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Tier 2 Conclusions

The elutriate test data, except for possibly Ammonia-Nitrogen (& TKN), suggests that the dredging and disposal operations at Burns Waterway/Small Boat Harbor will not cause an adverse water quality impact at the disposal area. Concentrations of Ammonia-Nitrogen in the elutriate samples exceed the background lake water concentrations in the two Reference Site water quality samples. However, this does not necessarily imply an adverse impact to water quality at the disposal area.

Sediment quality data shows that the sediment concentrations of the contaminants of concern are comparable to the concentrations in Reference Sites 1 and 2. It appears that the concentrations in modified Management Unit 4B are more similar to the concentrations at the Deep Lake Reference Site. However, since the chemical data does not quantify the interactive toxicological effects of sediment, no conclusions can be drawn regarding the biological effects of sediment quality in this Tier.

Except for ammonia nitrogen (& TKN), the Tier 2 sediment chemistry and elutriate data are sufficient to make a determination of compliance with Section 401 of the Clean Water Act. However, since there is no historical biological data, the chemical and elutriate data by itself can not be used to determine the interactive toxicological effects of the sediment. A Tier 3 evaluation of the sediment will provide a better, more accurate understanding of the interactive effects of the sediment contaminants—especially ammonia nitrogen, and provide a point of comparison between sediment and elutriate chemistry and interactive toxicological effects of sediment contaminants. Therefore, for this dredging operation, a Tier 3 assessment was performed.

Table 6. 48-hour Elutriate Toxicity Tests results for *Daphnia magna*.

Site ID	<i>Daphnia magna</i> 48-Hour LC ₅₀ (95% Confidence Interval)
Management Unit 1	>100
Management Unit 2	>100
Management Unit 3	>100
Management Unit 4A	>100
Management Unit 4B	>100

Control Data not shown. All HRW controls were 100%. MHRW control data is discussed above.

Tier 3 Conclusions

The solid phase and elutriate phase bioassay tests indicate that sediment contaminants, in particular Ammonia-Nitrogen, will not have an adverse biological effect on the aquatic environment of Lake Michigan at the disposal sites. Therefore, significant release of contaminants into the water column and contaminant biomagnification through the food web are not expected.

The results of the bioassays and the bulk chemistry data indicate that sediment from modified MU4B is acceptable for disposal at the Deep Lake Disposal Area. Based on physical observations of the sediments, it may not be appropriate to place the darker, finer, silty sediments of MU4B at the Ogden Dunes beach disposal site. Sediments from the remaining four management units MU1, MU2, MU3, and MU4A are acceptable for placement as beach nourishment at the beach disposal site at Ogden Dunes.

In summary, the Chicago District has completed a contaminant determination for sediments to be dredged from Burns Waterway/Small Boat Harbor, Indiana, as required by Section 404(b)1 of the Clean Water Act (CWA). The determination used a tiered approach that included physical, chemical, and biological tests. Our evaluations indicate that the proposed dredged material is acceptable for open water disposal. As required in Section 404 of the CWA, the proposed dredging activity must comply with state water quality standards, per Section 401 of the CWA. Pursuant to this, elutriate chemistry tests were completed, and although Ammonia-Nitrogen (&TKN) will temporarily exceed background concentrations in Lake Michigan in the vicinity of the disposal point, no adverse effect was observed based on the biological elutriate results. In light of this data, and considering the policy revisions currently being made by IDEM, the Chicago District requests a waiver of the existing water quality standard for Ammonia-Nitrogen.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC DATE: 1-6-00

LOCATION: _____ CHAIRMAN: _____

PLEASE SIGN IN

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	MARK LOPEZ	OFFICE OF DISCLOSURE ²¹⁹⁻⁸⁸⁴⁻¹¹⁷⁷
2	Pete ZAK	South Shore MARINA Inc
3	JIM FLORA	R.W. ARMSTRONG
4	MARY CRARY	DNR
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COPY

CHRISTOPHER B. BURKE ENGINEERING, LTD.

National City Center Suite 1368 South 115 West Washington Street Indianapolis, Indiana 46204 TEL (317) 266-8000 FAX (317) 632-3306

January 3, 2000

John M. Bach
Director of Public Works
Town of Highland
3333 Ridge Road
Highland, Indiana 46322

Subject: Wicker Park Manor Subdivision LOMR

Dear John:

As you may have heard by now, the Federal Emergency Management Agency (FEMA) issued a final Letter of Map Revision (LOMR) on December 27, 1999, removing the Wicker Park Manor Subdivision from the 1% annual chance (100-Year) floodplain of Little Calumet River. I have enclosed a copy of the FEMA's letter for your records.

As you are well aware, it took many years and the efforts of several individuals and agencies to achieve this. On behalf of Christopher B. Burke Engineering, Ltd. (CBBEL), I would like to thank every one of the agencies and individuals who contributed to or supported this effort. CBBEL is proud to have coordinated the final efforts needed to bring this complicated project to its completion.

Thank you for letting us to be of service. Please let me know if we can be of any further assistance in this or other projects.

Sincerely,

Siavash E. Beik, P.E.
Senior Water Resources Engineer

Copy: Mr. Bill Blanton, P.E., FEMA Headquarters
Mr. Ken Hinterlong, FEMA Region 5 (with enclosure)
Mr. Cleighton Smith, P.E., Dewberry & Davis (with enclosure)
Mr. Mark Herak, Town of Highland Council President (with enclosure)
Mr. Ken Mika, Town of Highland Building Commission
Mr. Dan Gardner, Little Calumet River Basin Development Commission (with enclosure)
Mr. Mark Lopez, Congressman Visclosky's Office (with enclosure)
Mr. Imad Samara, U.S. Army Corps of Engineers
Mr. Jim Hebenstreit, P.E., IDNR – Division of Water

enclosure
SEB/sb, lbach.doc



**WORK STUDY SESSION / COMMISSIONER'S MEETING
6 JANUARY 2000**

**LAND ACQUISITION / LAND MANAGEMENT
Chuck Agnew, Chairman**

- 1.) There are no condemnations or increased offers.
- 2.) Need motion to pay "up to \$1000" for landowner's moving expenses. Mr. Morise Green owns Lots 76 & 79 in the flowage area of the East Reach Remediation Area. He had a goat farm on the property and three years ago moved the goats to a rented barn in anticipation of LCRBDC acquiring his land. It then took three years for the Corps to reach a decision to give project credit to the LCRBDC for the flowage properties. LCRBDC is now ready to acquire his land and Mr. Green needs the money to relocate the goats one more time.
- 3.) Need motion to pay the Mansard's Apartment Complex for a 4 foot high chain-link fence to protect a playground area adjacent to the ditch behind the Mansard's Apartments. Mansard's signed the Uniform Land Offer on the condition that LCRBDC would pay for the chain-link fence and Mansard's would pay the cost of an upgrade to a redwood fence. (See attached letter.)
- 4.) Need a motion to have the contractor demolish the garage at the rental property at 3120 Gerry Street. The tenants are interested in purchasing the house with or without the garage. There is no need to have LCRBDC pay for the garage relocation. (See attached letter.)
- 5.) For information:
Letters dated 29 December 1999 were sent to the *NW Indiana Food Bank* and the *Committee to Improve Emerson Project* offering both groups the opportunity to farm "pick-type" vegetables on 5 acres of LCRBDC land for the year 2000 growing season. We are waiting for their response.

Bayshore
Management Company

*from the
owner of the
Mansard
Apartments
JW.
1/6/00*

January 5, 2000

Ms. Judy Vamos
Little Calumet River Basin Development Commission
6100 Southport Road
Portage, IN 46368

Re: The Mansards, easement for construction

Dear Ms. Vamos;

Enclosed are two signed copies of the Uniform Easement Acquisition Offer, signed by the President of the General Partnership, Mr. Plato Foufas.

I will contact you early in the spring, once I have obtained bids for the installation of a fence along the property border.

Sincerely,

Derek J.J. Lodge

Derek J.J. Lodge
Sr. Vice President, Property Management



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

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JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

4 January 2000

Mr. Lou Casale
c/o Lucas, Holcomb & Medrea
300 East 90th Drive Easton Court
Merrillville, IN 46410

Dear Lou,

RE: The Disposition of Property - specifically 3120 Gerry Street Gary, Indiana
FAX Delivered: 219-769-3561

The LCRBDC Commissioners at the 7 December 1999 meeting voted to proceed with investigation into the disposition (sale) of our rental property at 3120 Gerry Street. The matter came to a climax because of the roof repair and possible garage relocation, both costly repairs.

I spoke with the tenant, Melinda Adams, on 22 December concerning her and her husband's intentions to continue renting and/or purchasing the property.

The following are results of the conversation:

- 1.) The Adams Family would like to purchase the property. They are not concerned about having a garage.
- 2.) The existing garage does not have to be relocated or a new one built. It will be demolished by the contractor when the ditch is constructed.
- 3.) The roof must be repaired because the Adams Family will continue to rent.

I respectfully request that you proceed with your investigation into the Disposition of Property Act to know if the LCRBDC can, in fact, sell this property. Perhaps an assistant could be assigned the initial research to help you with your busy schedule.

I send the above information as a suggestion, offer my cooperation in any way, and thank you for your prompt attention to this matter.

Respectfully,

Judith (Judy) Vamos
Land Acquisition Agent



WORK STUDY SESSION
ENGINEERING COMMITTEE
JANUARY 6, 1999
Bob Huffman, Committee Chairman

1. A pre-bid meeting was held with the COE on December 16th on the Pump Station Phase 1 project.
 - Bid opening scheduled for January 6, 2000
 - Construction start scheduled for March 2000
2. Pre-construction meeting held with Dillon Contractors for Stage IV Phase 1 (North) on December 17th.
 - Their bid was approximately \$700,000 below the federal government estimate.
 - They presented several value estimates to save money that will be reviewed by the COE and the LCRBDC
3. Construction stopped at the East Reach Remediation area approximately December 10th. 80% of the clay is in place. Construction could be completed by mid-summer of 2000.
4. **Formliners**
 - Cost estimates are being worked up by the manufacturer to complete current "FIN-TYPE" finish with theirs.
5. We requested directional bores for the Phillips Pipeline Company under the river west of Conrail.
 - The pressurized pipeline is currently under the completed levee segment of Wicker Park Manor. According to the COE design criteria, it could cause levee failure during a flood situation.

LAND ACQUISITION REPORT

Thursday, January 6, 2000

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

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

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

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

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

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

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

1. Project currently 98% complete.
2. Additional land will be required to extend a recreation trail off of the existing levee north of IUN to allow recreation trail users. **(Refer to Recreation Report.)**

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

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

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

1. A letter was sent to the Norfolk Southern Corporation on February 22nd, 1999, enclosing the easement agreements and the offer for these easements.

STATUS (Stage III) – Chase to Grant:

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

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

1. A modified location survey was completed and the demolition of the existing Taborski garage will be included as part of the flood control project. A new garage and driveway/culvert installation will be bid, and installed prior to construction.
 - A quote was received from Dale Nimetz to install a new driveway, culvert, and edging in the amount of \$3,275. **(The driveway was installed on December 31st, according to plans & specs.)**
 - A follow-up letter was sent to Taborski on January 4th, 2000, indicating the garage will be build in the Spring. /

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF THE HISTORY OF ARTS
AND ARCHITECTURE

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF THE HISTORY OF ARTS
AND ARCHITECTURE
THE UNIVERSITY OF CHICAGO
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THE UNIVERSITY OF CHICAGO
DEPARTMENT OF THE HISTORY OF ARTS
AND ARCHITECTURE

2. A letter was sent to the Wolverine Pipeline on December 13th, 1999, enclosing a copy for their record of the fully executed agreements for easements for this entire phase of construction. 2

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

1. The most recent schedule with the COE for Stage IV Phase 1 (South) would be to complete acquisition by **January 7th, 2000**, advertise on January 20, 2000; award contract on April 24, 2000; and have a construction start by May 21, 2000 with a one year scheduled completion.
2. The staging area will be located west of the EJ&E RR and north of Black Oak Road on properties currently owned by INDOT. The legals have been completed and we have forwarded easement agreements for approval.
 - We received a letter on December 26th, 1999, dated December 13th, which was sent to the Chicago COE from the Detroit COE. This acknowledged that we would assume responsibility to return the INDOT mitigation area to its original condition. 3-5
 - All INDOT easements necessary were submitted to Attorney Casale on December 28th, 1999. 6
3. Agreements for uniform offers were sent to both the Norfolk Southern Corporation and the E.J. & E. RR on November 15.

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

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

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

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

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

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

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

1. A letter was written to the COE on October 15th, 1999, requesting this project be divided into two separate parts to allow us to expedite acquisition. One part would be V-2A (all construction between Indianapolis and Northcote) and V-2B (all construction between Indianapolis and Kennedy).
 - The COE verbally acknowledged that we would divide this as we requested at our November 30th, 1999 Real Estate meeting.
 - We would pursue V-2A first to include the recreation features near Tri-State.
2. Cole Associates were given a contract on November 24th, 1999, based upon billable hours to do all West Reach property I.D.
 - We received the legal descriptions and plat from Cole Associates on January 6th, 2000.
3. A meeting will be scheduled with the North Township Trustee, and their board, after the appraiser is selected.

1. The first section of the report is a general statement of the purpose and scope of the study. It is followed by a brief review of the literature on the subject. The third section is a description of the methods used in the study. The fourth section is a presentation of the results of the study. The fifth section is a discussion of the results and their implications. The sixth section is a conclusion. The seventh section is a list of references. The eighth section is an appendix. The ninth section is a glossary. The tenth section is an index.

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4. The first section of the report is a general statement of the purpose and scope of the study. It is followed by a brief review of the literature on the subject. The third section is a description of the methods used in the study. The fourth section is a presentation of the results of the study. The fifth section is a discussion of the results and their implications. The sixth section is a conclusion. The seventh section is a list of references. The eighth section is an appendix. The ninth section is a glossary. The tenth section is an index.

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

1. We received final engineering plans and specs from the COE on August 31st, 1999, which will allow the appraisal process to begin once the survey work has been completed.
 - The survey location work was completed on November 2nd, 1999, to the all existing, impacted tees, greens, fairways, bunkers, and bridges.
 - **We received the legal descriptions and plat from Cole Associates on January 4th, 2000 and appraiser Dale Kleszynski can begin the appraisal.**

STATUS (Stage VI) – Kennedy to Cline:

1. At our October 15th Real Estate meeting, the COE indicated Stage VI will be divided into 2 phases.
 - Stage VI P1 (north of the river all construction and south of the river Kennedy to Grace)
 - Stage VI P2 (south of the river Grace to Cline and the north Grace St. pump station)
 - The current schedule for completing acquisition at our November 30th, 1999, Real Estate meeting is August 1st, 2000.
2. **A letter was sent to the COE on January 5th, 2000, requesting that all work North of the river be in Stage VI-Phase 1, and South of the river be in Stage VI-Phase 2.**

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

1. The current schedule as per our November 30th, 1999 Real Estate meeting for Burr St. – Stage 1, indicates we would advertise by December 1999 and award contract by March 2000.
 - **We received a letter from the COE on December 10th, 1999, indicating that the contractor would not disturb the (2) existing Oak trees for DC-606.**
2. The current schedule for Burr St. – Stage 2 (East of Colfax and all remaining work eastward) indicates advertising on April 15, 2000; contract award July 15, 2000; and construction start on August 15, 2000 – with approx. one year to complete.
 - Final survey work to complete the appraisal process West of Clark and South of the N.S. RR. was completed by Great Lakes Engineering, and submitted for appraisal work on December 30th, 1999.
3. **Utility Re-locates: (See Engineering Report)**
 - NIPSCO – Agreement sent out December 2nd, 1999
 - Marathon – Agreement sent out December 23rd, 1999.

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

1. The construction start was September 1999, with an anticipated one-year completion.
 - The bid came in at \$1,731,645.40 from Dyer Construction
2. Easement agreements were submitted to INDOT on October 15th, 1999, for (3) properties that will be necessary as part of the one year option.
 - **Agreements have been with INDOT for almost three (3) months. Format currently being reviewed.**
3. The COE, at the November 30th, 1999 Real Estate meeting, reported that HQ in Washington has reversed its decision not to allow crediting. Crediting will be allowed on flowage properties – approximately \$500,000.

WEST EACH PUMP STATIONS – PHASE 1

1. These stations include Baring, Hohman-Munster, Walnut and South Kennedy.
2. We received a letter from the COE Real Estate dated October 5th, 1999, (received on October 12th) requesting right-of-entry.
3. We sent out the easement agreements for the 4 owners to approve – INDOT, North Township, Town of Munster and City of Hammond on November 8th, 1999
 - **Right of Entry was signed and given to COE on January 5th, 2000.**
 - The COE revised the target date for pump station 1A contract to **January 6th, 2000**, at our **December 7th, 1999** Real Estate meeting.

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MITIGATION

1. Survey work for the property at 29th and Hanley (DC-616) was assigned to Great Lakes Engineering on December 29th, 1999, and the property between Cline and Liabe North of the NIPSCO R/W (DC-617) was assigned to Cole Associates on the same date.

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Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners'
Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's
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Governor's Appointment

MARION WILLIAMS
Lake County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

January 4, 2000

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

Dear Mr. & Mrs. Taborski:

As we have previously discussed with you, we submitted quotes for bids to build your new garage. We received information from these contractors that they would rather start construction when the weather breaks in March or early April, and we concur with their request. We feel the contractor could do a better job with the concrete and building materials would not freeze or get as wet.

Additionally, it is our understanding that the driveway and culvert have been installed. If you have questions, please contact me accordingly.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm

cc: Imad Samara
Emmett Clancy
Jan Plachta
Lou Casale
Judy Varnos



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MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 13, 1999

Mr. Fred Hipshire
WOLVERINE PIPELINE COMPANY
8105 Valleywood
Portage, Michigan 49024

Dear Mr. Hipshire:

Enclosed please find a fully executed, recorded copy of the agreement between Wolverine and the Little Calumet River Basin Development Commission for the permanent and temporary easements needed for Stage IV Phase 1 (From Colfax Avenue to Burr Street, along the Norfolk Southern RR Corporation in Gary, Indiana).

We thank you for your consideration in granting these easements to the Commission. If you have any questions, please call me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/
Engineering

/sjm
encl.

cc: Emmett Clancy, COE
Lou Casale, LCRBDC attorney

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DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
REGULATORY BRANCH
BOX 1027
DETROIT, MICHIGAN 48231 1027

December 13, 1999

IN REPLY REFER TO

File No. 93-145-101-1

Indiana Department of Transportation
Ed Tang
100 N Senate Ave Rm N755
Indianapolis, Indiana 46204-2211

Dear Mr. Tang:

Please refer to a letter dated August 19, 1999 from William Proud of your LaPorte District Office noting a conflict between your agency's wetland mitigation plans for SE Quadrant I-80/94 and SR 912 (Cline Ave.) and the construction of the Little Calumet Flood Control Levee by the Chicago District of the Corps of Engineers (copy enclosed).

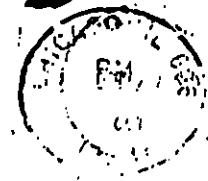
Upon review of this situation and after discussions with representatives of the Chicago District, this office agrees that your agency will not be held responsible for portions of the mitigation area affected by levee construction west of the EJ&E railroad right-of-way. These areas include the portion of the "staging area," the "permanent levee easement," and the area east and north of the permanent levee easement and the EJ&E railroad right-of-way. The total area of land involved is 1.21 acres of temporary work area, 0.32 acres for the permanent levee easement, and approximately 0.3 acres for the area east and north of the permanent levee. The Chicago District will be responsible for replacing these areas within their mitigation plan for the flood control project (see enclosed letter dated October 26, 1999 from Jan Plachta, Chicago District).

The first part of the report describes the general situation of the country and the progress of the work. It is followed by a detailed account of the work done during the year, and a summary of the results. The report is divided into two main parts: the first part deals with the general situation of the country, and the second part deals with the progress of the work.

The second part of the report describes the progress of the work during the year. It is divided into two main parts: the first part deals with the progress of the work, and the second part deals with the results of the work. The report is divided into two main parts: the first part deals with the progress of the work, and the second part deals with the results of the work.

REPLY TO
ATTENTION OF

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



October 26, 1999

Programs and Project Management Division
Project Management Branch

Mr. Ed Tang
INDOT
100 N. Senate Ave., Rm. N642
Indianapolis, IN 46204-2216

Dear Mr. Tang:

Enclosed find please copies of sketches concerning our flood control levee and the INDOT mitigation area between stations 0+00 and 3+00 of the Little Calumet River Flood Control Project, Stage IV, Phase 1, south. As shown on exhibit "A", permanent easement will be needed for the levee construction. This land can not be used for any mitigation by INDOT, also the land east of the levee will be cut off by the levee from the rest of this area. Temporary easement will be needed, west of the levee, only for the duration of construction and could be reused by INDOT once the construction is finished. There is no reasonable upland alternative to this staging area. The contractor will restore all temporary impact areas to INDOT and Detroit District, U.S. Army Corps of Engineers satisfaction so that the areas can be considered functioning forested wetlands of following plant community types: "AG" red maple, and associated plantings; "FP" green ash, and associated plantings; and "QP" pin oak, and associated plantings. Any mitigation acreage that needs to be restored outside of the project area will be added to this project total mitigation plan. This plan was submitted for IDNR and IDEM approval, was approved and final comments are being coordinated. A design contractor is working on a P&S to implement the mitigation on the project land. Mitigation construction should start in FY 2001. The construction of Stage IV, Phase 1, South will start in May 2000, and will be completed by April 2001.

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

Sincerely,

Jan S. Plachta
for Imad Samara
Project Manager

Encl

CF: Tom Allenson, USACE-Detroit

10/28/99 10:00 AM
10/28/99 10:00 AM

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• *Chlorophyll a* (Chl a) and *Chlorophyll b* (Chl b) are the primary photosynthetic pigments in green algae. They are responsible for capturing light energy and converting it into chemical energy through the process of photosynthesis. Chl a is the most abundant pigment, while Chl b is present in smaller amounts.

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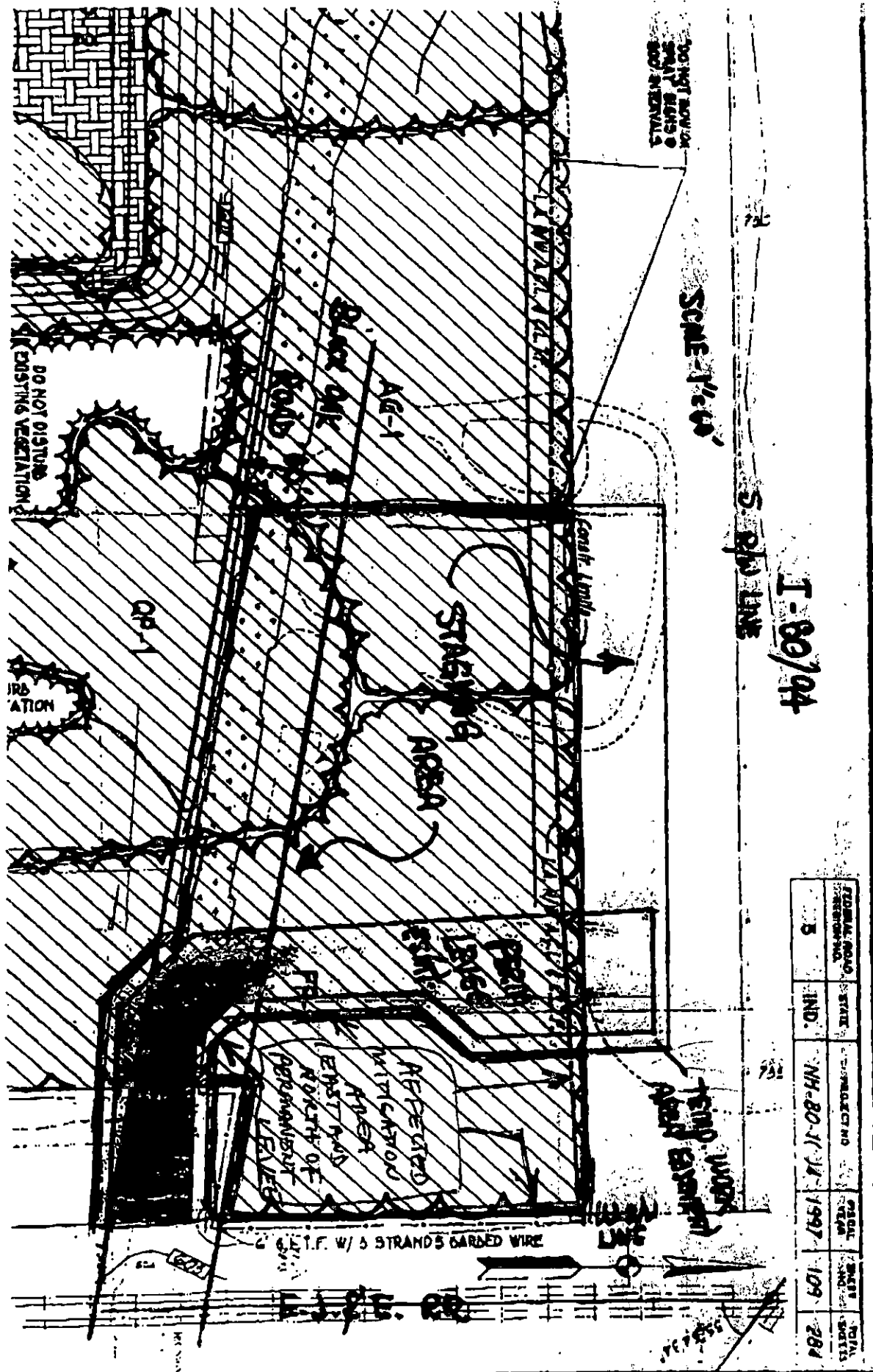
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1. *Pharmaceutical industry* – The pharmaceutical industry is a major source of funding for research in the field of aging. The industry has a vested interest in developing new drugs and treatments for age-related diseases, and it often funds research that is likely to lead to the development of such products.

Journal of Management Education 30(6)







Little Calumet River Basin Development Commission

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Portage, Indiana 46368

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E-mail littlecal@nirpc.org

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MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

MEMORANDUM

To: Lou Casale, LCRBDC Attorney
From: Jim Pokrajac
Date: December 28, 1999
Re: INDOT permit

Enclosed is the correspondence received from the Army Corps of Engineers on December 26th indicating from the Detroit Army Corps to INDOT that our project will be responsible for replacing in-kind the existing mitigation land used by INDOT for their Cline Avenue I-80/94 project. This letter should be included in your submittal to clarify to Mr. Fredric Lawrence that our project will assume this responsibility. Also enclosed is the copy of the letter from the COE to INDOT dated October 26, 1999 confirming that the COE will, specifically, replace these trees and plantings as necessary.

Also enclosed are five (5) originals of the permit agreement needed for construction of a levee and temporary access to construct on INDOT property. Legals have been attached to each agreement. We have combined the permanent levee easement and the temporary work area easement into one single agreement, as was requested by INDOT in previous agreements with them. Please expedite these agreements to INDOT as soon as possible. The COE schedule for this segment shows the right of entry being no later than January 31, 2000.

If you have any questions regarding the permit agreement, please call me.

/sjm
encl.

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Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

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Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

January 5, 2000

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

Dear Imad:

This letter is to serve as a request from the Little Calumet River Basin Development Commission to divide the existing Stage VI contract into two separate parts (Stage VI Phase 1 and Stage VI Phase 2). Currently, you have this divided to include all of the area north of the river as well as Kennedy to Liable as Stage VI Phase 1, with the remaining portion to be Stage VI Phase 2. We suggest that Phase 1 include all of the work north of the river and Phase 2, including recreation features, be all of the work south of the river.

We feel that by separating this construction into 2 segments as suggested that we could pursue the Phase 1 portion in a more timely manner to meet the Corps schedule. A number of residential agreements are required south of the river (Highland) that are currently included as part of your Stage VI Phase 1 scope. We will, however, pursue property identifications and await the remainder of engineering/real estate mapping from Liable to Cline.

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

Sincerely,


Dan Gardner
Executive Director

/sjm

cc: Bill White
Emmett Clancy
Lou Casale, LCRBDC attorney

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REPLY TO
ATTENTION OF:

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

December 10, 1999

Programs and Project Management Division
Project Management Branch

Ms. Judith (Judy) Vamos
Agent, Land Acquisition
Little Calumet River Basin
Development Commission
6100 Southport Rd.
Portage, Indiana 46368

Dear Ms. Vamos;

Thank you for the letter of October 21, 1999 regarding the property DC 606 (Burr Street Levee, Colfax Road - Rising Area) located east of Colfax and south of the NIPSCO right-of-way. The subject two oak trees will be located on our site plan with a note addressed to the contractor that they be left undisturbed.

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

Sincerely;

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

Imad Samara
Project Manager

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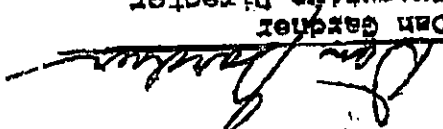
16. 1. 1971



**AUTHORIZATION FOR ENTRY FOR CONSTRUCTION
LITTLE CALUMET RIVER BASIN
FLOOD PROTECTION AND RECONSTRUCTION PROJECT
PUMP STATIONS REHABILITATION, PHASE 1**

I, Dan Gardner, Executive Director, Little Calumet River Basin Development Commission, do hereby certify that the Little Calumet River Basin Development Commission has acquired the real property interests required by the Department of the Army for Pump Station Rehabilitation, Phase 1, Tracts BA-RI, SK-RI, HM-RI, and WA-RI and otherwise is vested with sufficient title and interest in lands to support construction of the Pump Stations Rehabilitation, Phase 1, Local Flood Protection Project. Further, I hereby authorize the Department of the Army, its agents, employees and contractors to enter upon said lands as identified on attached map to construct the features as set forth in the plans and specifications held in the U.S. Army Corps of Engineers' Chicago District Office, Chicago, Illinois.

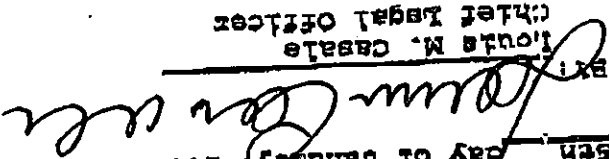
Witness my signature as Executive Director, Little Calumet River Basin Development Commission this 5th day of January, 2000.

BY: 
Dan Gardner
Executive Director

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, Louis M. Casale, Chief Legal Officer for the Little Calumet River Basin Development Commission, state: "I certify that the Little Calumet River Basin Development Commission has authority to grant the above authorization for entry; that said authorization for entry is executed by the proper duly authorized officers; and that the authorization for entry is in sufficient form to grant the authorization therein stated.

Witness my signature as Chief Legal Officer for the Little Calumet River Basin Development Commission, this 5th day of January, 2000.


Louis M. Casale
Chief Legal Officer

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Little Calumet River Basin Development Commission

MEMO

TO: Jim Pokrajac, Engineering
FROM: Judy Varnos, Land Acquisition 
DATE: 17 December 1999
SUBJ: Legal descriptions/drawings on DC 616 and DC 617

I'm about to assign appraisals on DC 616 and DC 617 and need legal descriptions and drawings on the following:

1.) Need as soon as possible:

DC 616 owner: Sankstone Enterprises
legal: E2 SW SE Sec.13, T.36, R.9 19.518 acres Ex. 1.7655
Acres in the R/W
estate needed: Fee take
Key # 41) 49-0038-0010

GLE
ASSIGNED
12/29/99

2.) this one second:

DC 617 owner: Lucy P. Davis of the Lucy Patten Davis Living Trust
legal: E2 NE1/4 Ex. the N 150 ft. of the S 190 ft. Sec 22,
T.36, R9 West 61.523 acres
estate needed: Fee take
Key # 16) 27-0013-0002

COLE
ASSIGNED
12/29/99

Contact me if you have questions. Thanks.

LAND MANAGEMENT REPORT

Thursday, January 6, 2000

NON-PROJECT LAND MANAGEMENT

A. Handicapped-Accessible Park

1. The handicapped-accessible park is located on the 42 acres east of Clay and north of Burns Ditch.
2. **A meeting will be scheduled with the Land Acquisition/Land Management Committee to review money availability from Lake Erie Land and develop a scope of work.**
3. **Discussions are ongoing to review the location. There is potential to develop this in Three Rivers Park area for security reasons.**

B. Chase Street to Grant Street land management issues

1. We received a letter from the COE on March 17, 1999 requesting local review for drainage remediation.
 - Engineering review for drainage remediation plan from COE is ongoing (See Stage III of Engineering Report)
2. Potential exists for drainage improvements to this area with a joint venture between LEL, City of Gary, GSD, COE and LCRBDC.
 - This will be coordinated with all above parties after our preliminary field review with the Corps on December 10th, 1999. **(Waiting for COE letter.)**
3. **Letters were written to the committee for the improvement of Emerson and the Northwest Indiana Foodbank on December 29th, 1999, offering both the opportunity to farm "pick-type" vegetables on 5 acres of land for the 2000 season.**

1-2

PROJECT RELATED LAND MANAGEMENT

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

1. The COE has requested since August 28, 1997 that we complete our project manual review and then start to accept completed levee segments (distributed condensed O&M Manual) (ongoing)
2. **We received the Army corps (draft) O & M manuals for both the Northside and Southside segments for the Richmond flood project along with their version of the O & M on December 30th, 1999.**
 - **We submitted a letter to Richmond on December 31st, thanking them for their hospitality on our trip.**

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B. Gary Sanitary District pump agreements

1. The LCRBDC has agreed with the GSD that the four (4) east reach pump stations will hereby be referred to as follows:
 - Ironwood stormwater pumping station – (Stage II-4)
 - Broadway stormwater pumping station – (Stage II-3B)
 - Grant St. stormwater pumping station – (Stage II-3C-2)
 - North Burr St. stormwater pumping station – (Stage IV-2A)
2. Refer to each stage/phase of these stations for current status in the Engineering Report.
 - A meeting is scheduled with the COE on December 10th, 1999 to field review the four (4) pump stations and other areas of concern.
3. A letter was sent to the COE on June 9th regarding GSD concerns for combined sewer overflow impact. GSD requested documentation that IDEM and the U.S. EPA agreed with this mode of operation. (Waiting for response)
 - This will be addressed in an upcoming meeting with GSD and the City of Gary after the preliminary field meeting with the COE.
4. A meeting **was held** with the COE on December 10th, 1999, at 9:30 to field review the pump stations and review other GSD concerns.
 - A follow-up meeting will be scheduled with Gary/GSD to address their concerns.
 - **We submitted a sample of a checklist for turnover for each of the four (4) stations to the COE for review and comments on December 21st, 1999.**
 - **A letter was sent to the COE on January 4th, 1999, to remind them to write to GSD about upcoming coordination and scheduling for items of their concern.**

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C. Mitigation (entire project area)

1. LCRBDC still has concerns about the official COE mitigation plan which does not explain the exact procedure for acquisition in the Hobart Marsh area. (Ongoing)
 - **There was an article in The Times on December 20th, 1999, indicating concerns from Mayor King, as well as the county, regarding property tax exemptions for the charitable groups which includes the Shirley Heinze Group.**
2. We had previously approved in our monthly board meeting, the use of an acre of our land to the Lake Co. Highway Dept. for mitigation for the construction of the new Colfax bridge.
 - **Dan sent a letter to the Lake County Highway department on December 7th, 1999, confirming that the land for mitigation is approved and that they assume all responsibility for the wetlands.**

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C. Emergency Management

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

E. Landscaping

1. A letter was sent to the COE on June 3rd accepting the landscaping project as per plans and specs, but re-stating the ongoing problem with the finished condition of the landscaping (needs more time to establish).
 - At our Technical Review meeting with the COE on November 9th, 1999, Greg Moore said he was finalizing specification changes for future projects as well as modifying procedures for the O & M. **(ongoing)**

F. Gary Parks & Recreation – Driving Range

1. A meeting was held with the Gary Parks & Rec Dept. on May 18th to coordinate the current status and inform the following contractors that their proposals for Martin Design, Porter Lakes Engineering, and J.F. New were approved by the Board on May 6th, 1999.
 - At this point in time, permit applications and design are in the process.
2. A letter was sent to attorney Reising on October 12th, 1999, enclosing a cost breakdown, to date, showing \$412,690.41 available for the driving range.

G. Lake Erie Land Company – Wetland banking

1. The figures for developable acreage were re-calculated by Cole Associates and reviewed by the LCRBDC and the new total of all lands increased from 844 to 908 acres. This includes 613 acres of scrub area and 295 tillable acres.

H. Improvements for 3120 Gerry St. (rental property) as follows:

1. Received an estimate from Great Lakes Roofing on November , 1999 in the amount of \$2,595 and from Gluth Bros. for \$2,794.
2. Received an estimate from Dyer Construction to pour a new concrete pad and move the existing garage out of the work limits on December 3, 1999 in the amount of \$4,800.
 - At out December 7th, 1999 Commissioners meeting, it was decided to get a cost comparison for constructing a pole barn type of construction and demolishing the existing garage.
3. **Tenants, Mike and Melinda Adams, are still interested in purchasing the property. They are not concerned about relocating the existing or construction a new garage.**

- I. **We received an e-mail from Steve Davis on December 9th, 1999, regarding the patrolling on LCRBDC property by the DNR. We had requested information from the patrolling officer as to whether he had found any violations. We are awaiting a response.**



Little Calumet River Basin Development Commission

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Portage, Indiana 46368

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E-mail littlecal@nlrpc.org

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners'
Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's
Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's
Appointment

STEVE DAVIS
Dept. of Natural Resources'
Appointment

ROBERT HUFFMAN
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 29, 1999

Mr. Warren Bolton
Committee for the Improvement of Emerson
1300 Michigan Street
Gary, Indiana 46402

Dear Mr. Bolton:

I am writing you to inquire as to the interest of the Committee for the Improvement of Emerson to using any lands owned by the Little Calumet River Basin Development Commission for the farming of "pick-type" vegetables for the year 2000. The Development Commission is currently making plans for its properties management and we need to know of any interests of your organization.

In 1999 the Development Commission licensed for a 1 year period 88 acres to the Committee for the Improvement of Emerson. We entered into the agreement with the expectation of a "pick-type" vegetable operation that would benefit the community, help establish a farmer's market and provide training in produce production for area youth. While we believe the intentions on all parties were sincere, the results were disappointing. We understand that much of the acreage was planted in soybeans and went to offset costs to the volunteer farmer to the organization. We also understand very few vegetables were produced or picked.

The Development Commission is still willing to work with the Committee, however, if an interest exists. After discussion, it was decided by the Commission policy board that five (5) acres could be made available in 2000 for "pick-type" crops, if there is an interest on the part of the Emerson Committee. I have included a copy of the 1999 license agreement for your information.

Please contact me at your earliest convenience to let us know of your interests.

Sincerely,

Dan Gardner
Executive Director

/sjm
encl.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It describes how these methods are applied to different types of information, such as financial data, operational metrics, and customer feedback.

3. The third part of the document focuses on the role of technology in modern data management. It highlights the benefits of using advanced software and hardware solutions to streamline data collection, storage, and analysis processes.

4. The fourth part of the document discusses the challenges and risks associated with data management. It identifies common pitfalls, such as data loss, security breaches, and inaccuracies, and provides strategies to mitigate these risks.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the need for continuous improvement and innovation in data management practices to ensure the organization remains competitive and successful in the long term.



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Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 30, 1999

Ms. Selma Gordon
Director
Northwest IN Foodbank, Inc.
2248 West 35th Avenue
Gary, Indiana 46408


Dear Selma:

The Little Calumet River Basin Development Commission is writing you to see if the Northwest Indiana Foodbank has any interest in the use of any of the adjoining acres to your property for the raising of vegetables for the year 2000. The Development Commission is currently making plans for the management of its properties and we need to know if you are interested in any of the property.

Given the events of the past several years and to avoid future unintended use of the land, the Development Commission policy board directed staff to make up to five (5) acres available for the growing of "pick type" vegetables for not-for-profit groups in the Gary community.

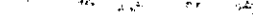
Please contact me at your earliest convenience to let us know of your intentions or if you have any questions.

Sincerely,


Dan Gardner
Executive Director

/sjm

Reference is made to the above-mentioned letter of the Commission of the European Communities of 1989.

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Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

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Journal of Management Studies, 19(6), 701-718.

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Figure 1. A schematic diagram of the experimental setup. The subject is seated in a chair and views the target through a video screen. The target is a light source that is visible through a video screen. The target is a light source that is visible through a video screen.

...and the

Figure 1

City of Richmond
Department of Public Works

P.O. Box 26505, Richmond Virginia 23261
804-780-6430

December 28, 1999

James Pokrajac
Little Calumet River Basin Development Commission
6100 Southport Rd.
Portage, IN 46368

REF: Floodwall O & M Manuals

Dear James Pokrajac,

I apologize for sending this information so late. We have just upgraded our computers and in the turmoil the address information was misplaced. It was a pleasure to meet with you and to hear so much about the Army Corp project that you're involved in.

Find enclosed copies of the draft Army Corp O & M manuals and our City version of the operational manual. I hope that they are of use to you in setting up your O & M manuals.

All of us would love to visit that part of the country and see the floodwall first hand. I again apologize and want to thank you for the wonderful lunch and time we shared. Should you have any questions regarding the Richmond Floodwall you can contact me by phone at (804) 780-5392.

If I can be of any additional service, please call.

Sincerely,



John A. Hay
Floodwall Supervisor

Enclosures: 3

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Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

(219) 763-0696 Fax (219) 762-165
E-mail littlecal@nirpc.or

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 31, 1999

Mr. John Hay
Floodwall Supervisor
City of Richmond
Dept. of Public Works
P. O. Box 26505
Richmond, Virginia 23261

Dear John:

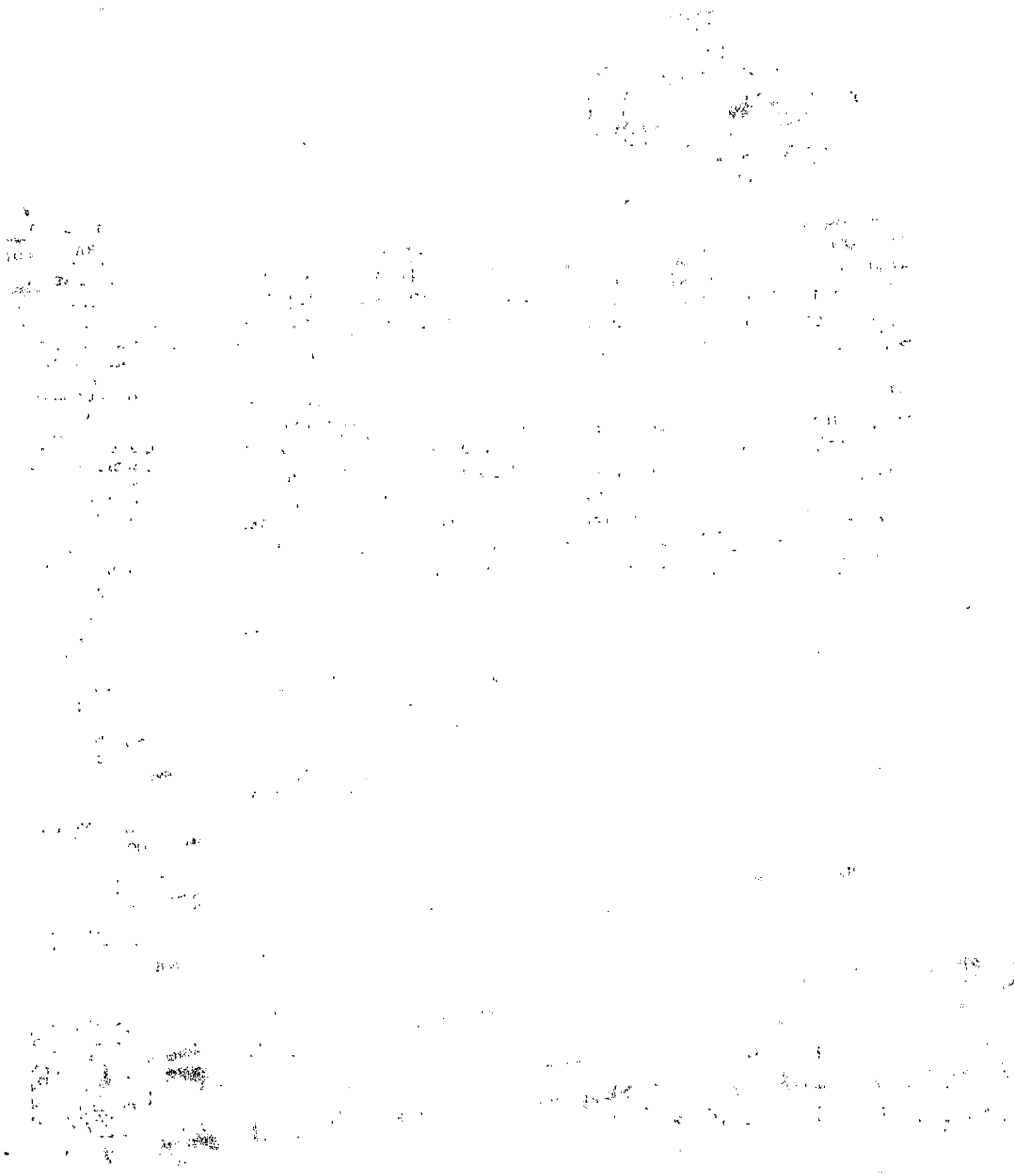
I would like to thank you for your hospitality and for joining us on the tour of your completed flood control project. It was a pleasure sharing information with you on how you coordinate the operation and maintenance of such a system. I would also like to thank you for sending us the draft Army Corps of Engineers operation and maintenance manual for your project along with your adaptation of the current operation manual.

These will be a very useful tool in helping us to create a similar type of manual for our project. We may be contacting you in the future for some clarifications upon our completion of the review of the current manuals submitted to us by the Chicago Corps office.

Sincerely,

James E. Pokrajac, Agent
Land Management/
Engineering

/sjm



CHECKLIST FOR TURNOVER

Additional "Non-Project" Items Requested by Gary Sanitary District:

SAMPLE

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be carefully documented to ensure the integrity of the financial data. This includes recording dates, amounts, and the nature of the transactions.

The second part of the document outlines the procedures for reconciling the accounts. It states that the accounts should be reconciled at the end of each month to identify any discrepancies. This process involves comparing the internal records with the bank statements and ensuring that they match.

The third part of the document describes the methods for analyzing the financial data. It suggests that the data should be analyzed on a regular basis to identify trends and patterns. This can help in making informed decisions about the future of the organization.

The fourth part of the document discusses the importance of transparency in financial reporting. It states that all financial information should be made available to the relevant stakeholders in a timely and accurate manner. This helps in building trust and ensuring accountability.

The fifth part of the document outlines the responsibilities of the financial team. It states that the team should be responsible for ensuring that all financial transactions are recorded accurately and that the accounts are reconciled regularly.

The sixth part of the document discusses the importance of budgeting. It states that a budget should be prepared at the beginning of each year to guide the organization's financial activities. This helps in allocating resources effectively and ensuring that the organization stays on track.

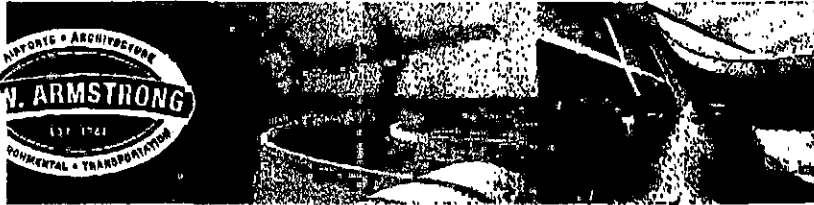
The seventh part of the document outlines the procedures for handling financial emergencies. It states that the financial team should be prepared to respond quickly to any unexpected financial challenges. This may involve reallocating resources or seeking external assistance.

The eighth part of the document discusses the importance of staying up-to-date with changes in financial regulations. It states that the financial team should monitor any changes in the law and ensure that the organization's financial practices remain compliant.

The ninth part of the document outlines the responsibilities of the management team. It states that the management team should be responsible for overseeing the financial operations of the organization and ensuring that the financial goals are achieved.

The tenth part of the document discusses the importance of regular communication between the financial team and the management team. It states that regular meetings should be held to discuss the financial performance and any issues that may arise.

In conclusion, the document emphasizes the importance of maintaining accurate financial records, reconciling accounts, analyzing data, and ensuring transparency. It also outlines the responsibilities of the financial and management teams and the importance of budgeting, handling emergencies, and staying up-to-date with regulations.



January 4, 2000

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

Re: Little Calumet River Flood Protection and Recreation
Gary Sanitary District Issue

Dear Mr. Samara:

As we discussed at our meeting in the field on December 10, 1999, it is extremely important that the various Gary Sanitary District issues be resolved as soon as possible. Many of these issues have been around, and presented to you for comment and resolution, for 1 to 2 years.

As you know the LCRBDC is anticipating that the Gary Sanitary District will take over operation and maintenance of pump stations and other key features within the Gary reach of the project. For this to happen and therefore for the LCRBDC to accept the various stages of the project in the Gary reach, the Gary Sanitary District issues must be resolved expeditiously.

At our meeting on December 10, 1999 you agreed to the following items:

1. You were to write a letter to the Gary Sanitary District laying out a schedule for the Corps to address the issues.
2. You were to arrange for a meeting in January 2000 between Paul Vogel of Greeley and Hansen and Sue Davis of the Corps to review the issues in detail to ensure that the Corps understood Gary Sanitary Districts' concerns.
3. You committed the Corps to provide answers to Gary Sanitary District's concerns at a meeting with Gary Sanitary District no later than March or April 2000.

P. 219.738.2258 F. 219.738.2259

8300 BROADWAY MERRILLVILLE, IN 46410-6251

WEB SITE: www.rwarmstrong.com

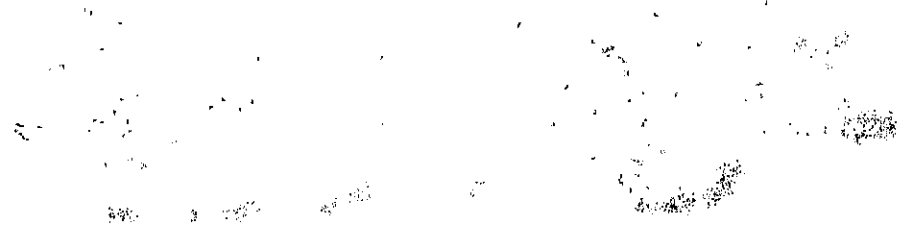
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Mr. Imad Samara
Corps of Engineers
January 4, 2000
Page Two

As of this date we have received no communications indicating that either item 1 or 2 have been done. Please note that failure to resolve the Gary Sanitary District issues will only delay acceptance of project segments by the LCRBDC, since the LCRBDC is depending on being able to reach agreement for Gary Sanitary District to operate pump stations and other key features. Resolution of these issues will be very helpful in securing these agreements.

Very truly yours,

R. W. ARMSTRONG & ASSOCIATES, INC.



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

JJF:kf
911939

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

1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the study and the objectives of the research.

2. The second part of the report is a detailed description of the methodology used in the study. It includes information about the sample size, the data collection methods, and the statistical analysis techniques.

3. The third part of the report is a discussion of the results of the study. It presents the findings of the research and compares them with the previous studies in the field.

4. The fourth part of the report is a conclusion and a list of references. The conclusion summarizes the main findings of the study and provides recommendations for future research. The references list the sources of information used in the study.

5. The fifth part of the report is a list of appendices. These include the raw data, the questionnaires, and the statistical tables. These appendices provide additional information that supports the findings of the study.

6. The sixth part of the report is a list of footnotes. These provide additional information about the study, such as the author's contact information and the date of the study.

7. The seventh part of the report is a list of acknowledgments. These thank the individuals and organizations that provided support and assistance during the study.

THE TIMES

WEST LAKE FINAL

MONDAY DECEMBER 20, 1999

Officials say tax-exempt ownership limits growth

■ About \$250 million in assessed value left off property tax billing rolls yearly.

BY ROBIN BIESEN
Times Staff Writer

Gary Mayor Scott King says the apparent misuse of property tax exemptions for charitable groups is limiting his ability to redevelop the city.

Sen. Rose Ann Antich, D-Merrillville, says Gary, which has the greatest number of parcels owned by charitable organizations, is symptomatic of bigger problems brewing in communities throughout Lake County because of abuses of the tax-exempt charitable laws.

King and Antich say they are determined to correct long-standing problems in the system that account for about 3,800 parcels and about \$250 million in assessed value being left off the property tax billing rolls in Lake County annually.

At the same time, both know the idea of taxing groups that are, by virtue of their income tax filings, considered charitable, religious, educational or scientific, will not be popular.

They said it is an issue that needs to be examined and a situation in need of a fix.



Scott King
Gary mayor seeks fixes in system of tax exemptions

A6 MONDAY, DECEMBER 20, 1999 WEST

Exempt

Continued from A1

In the spotlight

"I would not want anyone to think that church buildings should be taxed, but what about a church that constructs a building that is not a parish and where there is no clear and direct nexus to the mission of the church? Shouldn't those properties be taxed?" King said. "I think that's how this issue needs to be examined."

"If a property is being used for a charitable purpose, I have no problem with it being tax exempt. Where I have a problem, though, is in cases where properties are left idle, off the tax rolls and unavailable for development," he said.

Such is the case with Hoosier Boys Town and the Shirley Heinze Environmental Fund. The two organizations caught the eye of Antich as she was taking an inventory of the owners of tax-exempt charitable land, both for the number of parcels owned and where the parcels are located.

Collectively the two organizations own 281 land parcels, nearly all of which are undeveloped properties. About 80 percent -

222 - are in Gary.

The two aren't the only large tax-exempt land holders in Lake County. Another substantial land holder is the Roman Catholic Diocese of Gary, which owns about 170 parcels of mostly churches, private schools or parsonages.

Antich doesn't dispute the idea the Hoosier Boys Town campus in Schererville should be tax exempt. But, she questioned how the other 107 parcels owned by Boys Town, all but 16 of which are in Gary, can get by without paying property taxes.

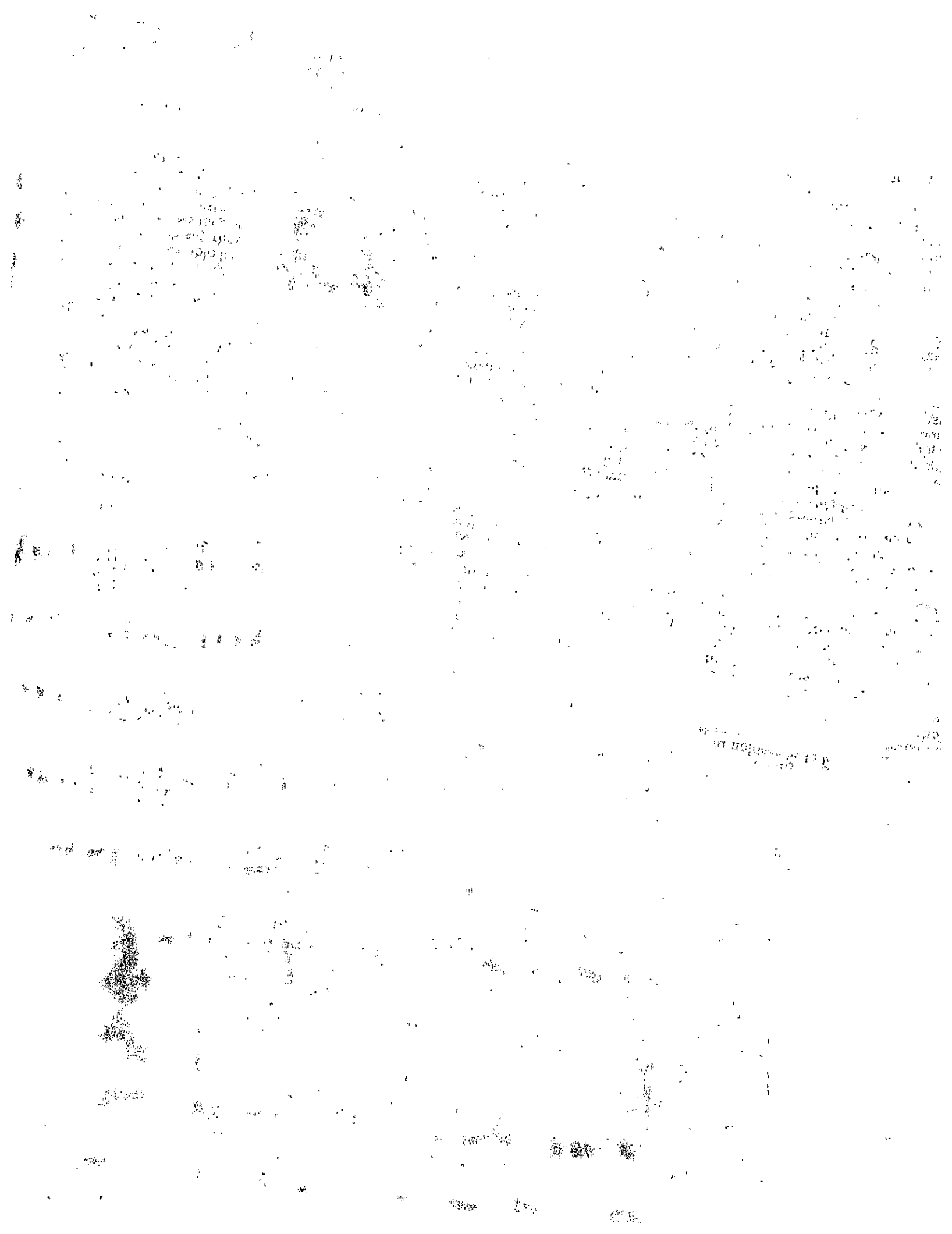
She also disputes the notion that the Shirley Heinze Environmental Fund should be tax-exempt.

But, Paul Kohlhoff, executive director of the Heinze environmental fund, said he believes the organization that was founded in 1981 as a charitable trust meets the requirements for charitable exemptions imposed by state law.

Kohlhoff said it is part of the mission of the Heinze fund to buy land in the southern Lake Michigan watershed in order to protect it from development.

"Most of our properties in Gary are residential but have nothing built on them. We purchased most of the land, much of

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it at property tax sales," he said. "Most are delineated wetlands, some are sand dunes. Most of the land might be able to be built on if it is leveled. But we believe the dunes should be preserved."

Antich said there is nothing in the law, though, that would stop board members at the Heinze fund to some day decide to sell their land to a developer at a profit.

Kohlhoff said, though, that would be contrary to the mission of the group.

Anita Dygert-Gearhart, chief executive officer of Boys Town, said she and her board have not really examined the issue. She said the agency acquired the properties over the last 50 years, accepting the donation of land from people who bequeathed it to them.

"There was a period of time when Father Campagna (founder of Hoosier Boys Town) was still living where people were encouraged to give something," Dygert-Gearhart said.

Although many of the properties are on the market, Dygert-Gearhart said the real estate agent that Boys Town employs has not made it a priority to sell the land.

If the land becomes a taxable entity, she said the organization would have to reconsider its op-

tions.

"It would be a considerable burden for us if we were taxed on the land," Dygert-Gearhart said. "It would sort of force our hand to sell the land immediately. There might be some long-term benefits in keeping a property gift to an organization but we just wouldn't be able to do that if the property was taxed."

Antich said the state law is clear - that Boys Town and other organizations like it should be taxed. She said she believes the county was remiss for allowing the vacant land owned by Boys Town to remain off the tax rolls.

State Board of Tax Commissioners Chairman Timothy Brooks said the law allows any tax-exempt organization three years to locate a building on vacant land that is part of the charitable mission without being taxed. After that, Brooks said the law mandates still-vacant property receive a property tax bill.

Deterring development

Looking beyond the issues of fairness, King said Gary's ability to be revitalized is being compromised by having choice land parcels off the roster of taxable properties.

Of all of the parcels designated tax exempt, 1,592 - or 42 percent - are within the Gary city limits.

"It's not only vacant properties owned by charitable organizations that are a problem," King said. "In Gary we have asked the schools and park department, which both have properties that were set aside 40 to 50 years ago that they will never build on, to inventory their holdings so that we can start looking at some kind of development strategy."

Lake County Auditor Peter Benjamin said he has been looking at the bloated lists of tax-exempt properties and is convinced many of them either don't, or no longer, qualify for tax-exempt status.

"The state keeps telling Lake County to take care of itself," Benjamin said. "One way we can do that is by putting our house in order and removing properties that should not be tax-exempt."

The value of the properties lies in their potential, he said.

King said many parcels near the Gary Chicago Airport are in the hands of charitable organizations. That land, he said, is ripe for development now that the airport has regular flight service.

"Right now, there is no incentive for entities that pay no property tax on their land to sell it," King said. "After we do our homework on the situation in Gary, we'll be ready to make some recommendations to the county and to the state about implementing the existing

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

for $x \in \mathbb{R}$.

2. In the second part, we consider the function $f(x)$ defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

for $x \in \mathbb{R}$. We show that the function $f(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

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for $x \in \mathbb{R}$. We show that the function $f(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

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$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

for $x \in \mathbb{R}$. We show that the function $f(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

(219) 763-0696 Fax (219) 762-1651
E-mail littlecal@nirpc.org

EMERSON DELANEY, Chairman
Governor's Appointment

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CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 7, 1999

Mr. Duane Alverson
Lake County Highway Department
1100 E. Monitor
Crown Point, Indiana 46307

Re: Wetland mitigation property for Lake County Bridge 219-Colfax Street
over Little Calumet River, Lake County, Indiana

Dear Duane:

I am writing you to confirm the dedication of 1.154 acres of suitable land owned by the Little Calumet River Basin Development Commission for wetland mitigation construction for the Colfax Street bridge project. The Development Commission Policy Board at its Thursday, April 7, 1999 meeting voted unanimously to make this property available to Lake County to meet the wetland mitigation requirements for the bridge project. A survey drawing and legal description of the property, developed by your consulting engineers, is included to identify the property made available.

The responsibility for designing, constructing the wetlands, and monitoring/maintenance will be the responsibility of the Highway Department.

I trust this commitment meets your needs to proceed to project bidding. Please call if you need additional information.

Sincerely,


Dan Gardner
Executive Director

/sjm
encl.

1. *Содержание*
 2. *Введение*
 3. *Глава I. Общие сведения*
 4. *Глава II. Описание*
 5. *Глава III. Заключение*
 6. *Приложение*
 7. *Список литературы*
 8. *Индекс*
 9. *Справочник*
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Sandy Mordus

From: Stephen E. Davis [davisdnr@netnitco.net]
Sent: Wednesday, December 08, 1999 9:27 AM
To: Lt. Ed Troche (E-mail)
Cc: Sandy Mordus (E-mail); James Hebenstreit (E-mail)
Subject: Little Cal. Levee patrol

Lt. Troche:

In the past, Officer Guy Wendorf had talked to me several times about patrolling the State properties of the Little Calumet River Basin Development Commission flood control project lands in Lake County, including the George Carlson Oxbow park in Highland. When Guy first approached me about doing these patrols, I directed him to Jim Pokrajac (staff of the LCRBDC at NIRPC) to get the details about past problems such as illegal dumping on the properties, and the Law Enforcement needs of the Little Cal project. Guy and Jim stayed in touch from time to time. Recently, Officer Tim Janowski took over Guy's role in the patrol of these properties, and has continued in Guy's footsteps by communicating with Mr. Pokrajac.

At my Little Cal meeting last night (Tuesday 12-7-99) Mr. Pokrajac asked if there had ever been any violations found during the routine patrols by Guy and Tim, on Little Cal property. I said I would check with you and inquire.

I was also wondering if it might be possible to have a meeting between you, Tim and Mr. Pokrajac to discuss the on-going needs for continued patrols. Things are changing rapidly as the Little Cal project continues to expand into the "west reach" (from Cline Avenue to the Illinois State line) requiring new land acquisition in the coming year, which will provide additional lands that could be patrolled. There is also property in the "east reach" that was recently made accessible, due to the construction of a new access road, that has already resulted in new dumping (east reach remediation area).

Let me know when you might have some time to discuss these issues. Thanks!

All for now --- Stephen Davis IDNR Lake Michigan Specialist, and Little Cal.

Commissioner

[Sandy, could you pass this e-mail along to Jim Pokrajac please?]

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PROJECT ENGINEERING
MONTHLY STATUS REPORT
Thursday, January 6, 2000

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

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

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

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

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

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

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

1. Dyer Construction – Final contract cost \$1,292,066
 - Overrun (over original bid) \$200,016Project completed June 11, 1999

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

1. Rausch Construction started on 11/20/95. (Construction is approx. 98% complete)
 - Currently \$3,280,112.42 has been spent on this project.
 - Overrun (over original bid) \$183,281.60
 - Balance (to be paid to contractor) \$197,137.00
2. Broadway pumps station remains to be inspected and tested.
 - A. Final testing and turnover to Gary Sanitary District is pending. Waiting on contractor response to complete testing. (Still waiting to schedule operational test)
 - **The test is tentatively scheduled for January 11, 2000.**
3. The COE sent a final punch list to Rausch Construction on August 25th requesting these items be ready for final inspection no later than September 24th.
 - It is currently not inspected as of this meeting.

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

1. The overall project is 98% complete, and the final scheduled completion is for the end of September 1999.
 - The final inspection was made by the COE on July 15th and eleven (11) items remain to be completed on the punch list. **(The COE has not notified us as to the status.)**
 - Currently, \$3,890,000 has been spent on this project.
 - Overrun (over original bid) \$463,196
 - Balance (to be paid to contractor) \$189,875

1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the problem and the objectives of the research. It also mentions the scope of the study and the methods used.

2. The second part of the report is a detailed description of the experimental work. It includes a description of the apparatus used, the procedure followed, and the results obtained. It also discusses the errors and the limitations of the experiment.

3. The third part of the report is a discussion of the results. It compares the results with the theoretical predictions and with the results of other experiments. It also discusses the implications of the results and the conclusions drawn from them.

4. The fourth part of the report is a summary of the work. It repeats the main points of the report and gives a final conclusion. It also mentions the acknowledgments and the references.

5. The fifth part of the report is a list of references. It includes the names of the authors, the titles of the papers, and the names of the journals or books in which they were published.

2. The operational test for the Grant Street pumping station was held on November 19th, 1998, with LCRBDC, COE, GSD, and the City of Gary.
 - A. The tests were completed and the pump station was found to be satisfactory as per COE plans and specs with the exception of minor punch list items. (These are currently being completed.) COE to inform us as of its completion – ongoing as of October 4th, 1998.
 - **A field visit was held with the COE on December 10th, 1999 to address GSD, as well as contractual concerns.**

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

1. All structural levee work completed. All grading and backfilling have been completed.
 - A. Project is approx. 98% completed, **was** anticipated **for** overall completion **on** September of 1999. (All work is completed except for the pump station.)
 - Overrun (over original bid) \$1,096,378
 - Balance (to be paid to contractor) \$11,070
 - B. Current money spent to date is \$4,175,000
2. This portion of levee construction has been completed.
 - A. The pump station has been completed and is ready to be tested. (The meter has been installed as of December 9th, 1998, which will begin the 30 month payback agreement to NIPSCO by the GSD.)
 - Contractor and COE still coordinating to schedule the pump test. (For over one year.)
 - **The pump station operational test is tentatively scheduled for January 11, 2000.**
3. The COE sent a final punch list to Rausch Construction on August 25th requesting that these items be ready for final inspection no later than September 24th.
 - It is currently not inspected as of **January 6, 2000.**

STATUS (STAGE III) Chase to Grant Street:

1. Project completed on May 6th, 1994.
Kiewit Construction – Contract price \$6,564,520.
2. We received a letter from the COE on March 17th, 1999, including design recommendations, and requesting our comments and review for the **STAGE III DRAINAGE REMEDIATION PLAN.**
 - **A field meeting was held with the COE December 10th, 1999, to discuss this concern. A follow-up meeting will be scheduled with the GSD shortly thereafter. Imad has agreed to writing a letter to GSD to update the status.**

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

1. IV-1 (North) The drainage system from Colfax to Burr Street North of the Norfolk Southern RR.
 - A. This project was advertised on November 3rd, 1999, scheduled to be awarded on November 30th, 1999, and get the notice to proceed on January 15th, 2000.

- B. The apparent low bidder was Dillon Contractors, Inc. with a total base bid of \$2,708,720, which was approximately 80% of the government estimate.
- A pre-construction meeting was held with the COE and with Dillon Contractors on December 17th, 1999, to review permits, scheduling, and answer engineering & construction concerns.
- C. We are reviewing some value engineering proposals from Dillon which include using round pipe instead of box culvert, and changing the circular section in the ditch liner to a V shape. /

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

1. IV-1 (South) The remainder of the IV-1 project not included as part of IV-1 (North), primarily all of the construction South of the N.S. RR.
 - The current schedule is to advertise on 4/20/00; award 7/24/00; and construction start on 8/21/00.
2. **WIND Radio property**
 - A. We received a letter from NIPSCO on December 20th, 1999, indicating their description of the new utility installation as well as anticipated outage time. 2
 - We received a location survey from GLE on December 28th, 1999, indicating COE coordinate points for the existing NIPSCO/Ameritech lines serving the radio station.
 - B. We submitted a letter to the COE on December 9th, 1999, indicating that we would prefer to have only one outage rather than two. The COE suggested in a letter dated December 2nd, 1999, that the existing lines would have to be temporarily re-located out of the work area. 3-4
 - C. A letter was sent to the COE on December 29th, 1999, enclosing the completed location survey and requesting their overlay so we can discuss utility relocation coordination. 5
3. The COE wrote a letter to INDOT on Jan. 22nd (We got a copy on Feb. 25th) suggesting coordination for our work limits extending onto an already created mitigation area.
 - We received a letter from the Detroit Corps to INDOT from the Chicago COE (dated December 13th, 1999) on December 26th, 1999 acknowledging our project responsibility to replace the enhanced Cline Avenue mitigation in kind. (See Land Acquisition report.)
4. WIND sent a letter to the LCRBDC on December 20th, 1999, listing 11 items of concern not addressed by the COE that needed clarification. 6-7
 - The COE sent a letter to WIND on January 3rd, 2000, addressing 11 items of concern. 8-9

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

1. Dyer Construction-95% complete.
 - A. Currently, \$3,174,000 has been spent on this project.
 - Overrun (over original bid) \$901,779
 - Balance (to be paid to contractor) \$201,090
2. The North Burr Street stormwater pumping station has been completed.
 - A. The operational test was held on March 2, 1999. The follow-up inspection was held on March 30, 1999.

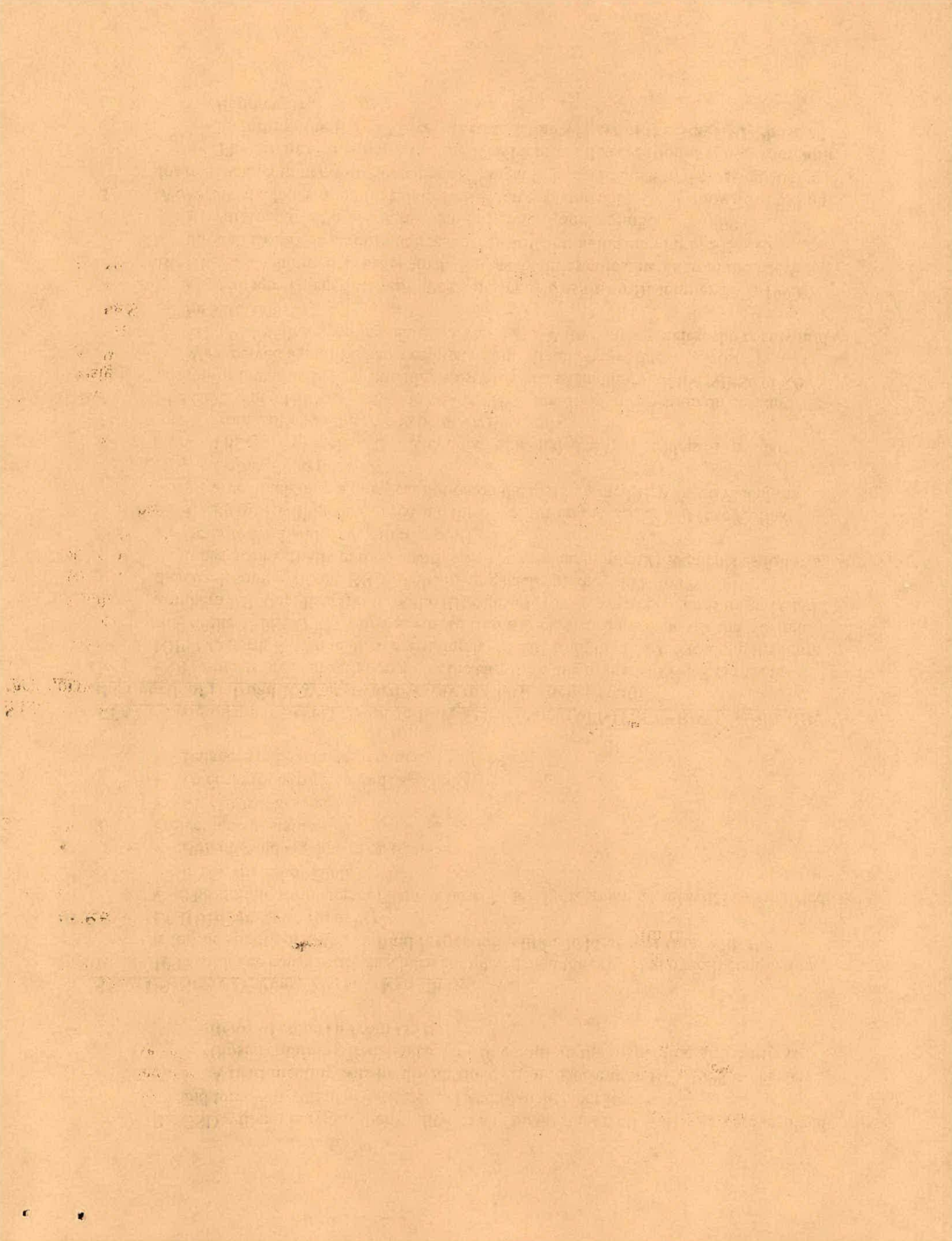
- B. GSD will not accept responsibility for any pump station until all issues are resolved and turnovers completed. (Refer to Land Management Report)
- A field meeting was held with the COE on December 10th, 1999, to review those remaining items necessary to complete the inspection and address items of concern from GSD.

STATUS (Stage IV Phase 2B) Clark to Chase

1. 100% of levee construction has been completed, and the projected overall completion is for the **spring of 2000. A final inspection will be held at that time with the LCRBDC prior to turnover.**
 - The stoning for that area East to Chase St. for our recreation trail **will** be completed in the **spring of 2000.**
 - Bollards and signage to be installed.
2. Project money status:
 - \$1,779,158 has been spent.
 - Overrun (over original bid) \$288,957
 - Balance (to be paid to contractor) \$40,157

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

1. COE projects levee installation along the east R/W line of the EJ&E RR across the NIPSCO north R/W line, then extending levee east from the EJ&E RR along the north side of the NIPSCO R/W, thence east to Burr Street, thence north across the Norfolk Southern RR, then East (north of the RR right-of-way) ½ way between Burr and Clark, then back south over the RR, and then going back approx. 1400' south.
 - A. It has been verbally agreed that this will be broken up into (2) segments as follows: (refer to the Land Acquisition report)
 - Phase 1 will include levee and ditch work from the E.J. & E R.R to Colfax Ave., including a one-year option on the work on the E.J. & E. R/W and the Colfax Road raise.
 - Phase 2 will include the remainder not included as part of Phase 1, primarily from Colfax to the area ½ between Burr and Clark.
2. The COE sent a letter to Marathon on Feb. 19th requesting information on cost and design for lowering their 6" pipeline west of Arbogast and north of the NIPSCO R/W.
 - A. We received a modified cost estimate from Marathon pipeline for a cost of \$183,954 without contingencies on May 12th. **With contingencies, the cost would be \$202,000.**
 - **The agreement was sent out by attorney Casale on December 23rd, 1999.**
 - B. NIPSCO submitted a cost estimate for gas facilities adjustments from the EJ&E through Colfax as part of the Phase 1 construction in the amount of \$120,107.
 - Attorney Casale sent agreement to NIPSCO on December 2nd, 1999.
3. We received a letter from the E.J. & E. R.R. on September 1st, 1999 (forwarded to Lou for review & comments on September 8th) regarding recreational trail crossing at grade.
 - **The intent at this point in time is to include all recreational work from, and including, the E.J & E. westward to Cline as part of the Stage VI-Phase 2 flood control project.**



STATUS Cline to EJ&E RR – Local Project:

1. Levee completed, including tie-back at Cline Ave., from Cline Ave. East to a point approx. 70' from the West R/W line of the E.J. & E. RR.
2. The levee was completed and inspected on October 21st, 1999.
 - As "as-built" location survey was completed by Great Lakes Engineering on November 10th, 1999, and was sent to the COE on November 11th, 1999, showing the installation to be 18' further North than the center line of our levee East of the E.J. & E.
3. A letter was written to the COE on November 22nd, 1999, enclosing center line elevations submitted to us by the Griffith engineering consultant on November 19th, 1999.
 - **We are awaiting a response from the COE as to what design changes will be necessary to accommodate this alignment as of January 6th, 2000.**

STATUS (Stage V Phase 1) Wicker Park Manor:

1. Project completed on September 14, 1995.
Dyer Construction – Contract price \$998,630
2. As per a conversation with Phillips Pipeline on 9/30/96, consideration is being given to do a directional bore or both 8" lines, rather than do 2 "up and overs" for both levees (This has been ongoing with the COE since November of 1996)
 - A. The COE indicated in their response for Stage V – Phase 2, that this was not economically feasible. We still contend this should be done as an item of safety. (ongoing)
 - B. Flora wrote a letter to the COE on September 29th, 1999, requesting their consideration to credit this cost and to have it by our October 7th, 1999 meeting (We have not received this as of November 5th).
 - **A follow-up letter was written by Flora on December 30th, 1999, indicating that we have not received a response, or that additional costs by Phillips would be creditable for them to gather field information to get a current estimate.**
 - **This is a completed levee segment with a high pressure petroleum line under the levee (which is not acceptable under COE design standards). Who assumes liability in the event of a levee failure to Wicker Park Manor.**

11-12

STATUS (Stage V Phase 2):

1. At the July 23rd, 1998 Real Estate meeting, the current schedule shows a January 1st, 2001 contract award date. (This will be reviewed by the Commission.)
2. The COE agreed at our November 30th, 1999 Real Estate meeting to divide this into two (2) segments. V-2A (Indianapolis Blvd, to Northcote), and V-2B (Indianapolis Blvd. to Kennedy).
3. A letter was written to Greg Cvitkovich (North Township Trustee) on October 15th, 1999, informing them of the upcoming survey and the current schedule for construction.

- We received the completed legal descriptions & plat from Cole Associates on January 4th – this will allow the appraisal/acquisition process to begin. (See Land Acquisition report.)
4. See item “2-B” in Stage V-Phase I regarding the “up & over” of the Phillips Pipe Line.

STATUS (Stage V Phase 3) Woodmar Country Club:

1. Refer to Land Acquisition report for status of appraisal process and revised schedule.
2. A letter was sent to Bob Girot (representing Woodmar C.C.) informing them of the upcoming survey, the current schedule for construction, and a meeting on November 4th, 1999, to review the schedule, appraisal process, and construction impact.
 - Survey work was completed by Cole Associates on November 2nd, 1999, and was used for discussion at our November 4th, 1999 coordination/update meeting at Woodmar.
 - We received the completed legal descriptions & plat from Cole Associates on January 4th – this will allow the appraisal/acquisition process to begin. (See Land Acquisition report.)

STATUS Stage VI:

1. Had meeting on 1/18/96 with Super 8, Holiday Inn, and Motel 6 with the COE attending regarding levee impact to the properties and how we will proceed.
2. The survey work to field determine project coordinates has been completed and was sent to the COE on August 23rd.
 - The final engineering and real estate for the remaining portion of Stage VI will be done “in house” by the Chicago COE. (This is for the area south of the river between Cline and Liable Road.)

Status (Stage VII) Northcote to Columbia:

1. We received a request from the COE to start point definition for project coordinates to allow the engineering firm information to plot their coordinates.
2. A pre-design meeting was held with Earth Tech Environmental and the COE on November 23rd, 1999, to field review the project and discuss local concerns in the Griffith field office (refer to handout).
3. A letter was sent to the COE on December 6th, 1999, suggesting lists of FDM5 prints to be sent to Hammond/Munster to review prior to a public meeting with their public officials in mid-January, 2000.
 - We are awaiting these plans as of December 28th, 1999. (A letter was sent to the COE on December 30th, 1999, indicating how their schedule is already being pushed back).
4. The final contract with Earth Tech was signed and submitted by the COE on December 21st, 1999.

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

1. We received a letter from the COE on March 15th, 1999 requesting our review and comments for their A/E scope of work.

- A. The A/E award was given to S.E.H. (Short, Elliot & Henderson Inc.)
 - Negotiations with SEH are ongoing with the COE to determine final contract cost – original estimate by SEH is almost triple what was estimated by the COE.
2. We received a request from the COE to start point definition for project coordinates to allow the engineering firm information to plot their coordinates.
 - **We are awaiting prints from the COE showing points in order to get bids from surveyors.**

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

1. A pre-construction meeting was held with the COE, LCRBDC, GSD, Dyer Construction, and the City of Gary on September 9th, 1999.
2. Construction started on approx. September 13th, (clearing and grubbing), clay was hauled starting on approx. September 28th, and the inspection trench is currently completed and approx. 80% of the clay is in place.
3. **Construction physically stopped on approximately December 10th, 1999, and will resume in the spring when weather permits.**

West Reach Pump Stations – Phase 1:

1. The four (4) pump stations that are included in this initial West Reach pump station project are Baring, Walnut, S. Kennedy, and Hohman/Munster.
2. A letter was sent to the Hammond Sanitary District on August 26th suggesting they pursue damage to one of the pipes serving the south Kennedy pump station by INDOT.
 - In their letter dated October 22nd, 1999, the HSD indicated that they are working with INDOT to get them to repair the damage they caused. (ongoing)
3. **We received a letter from the COE on December 9th, 1999, indicating responsibilities and rehabilitation for discharge pumping as well as only providing 75% design capacity for standby pumping.** 17-18
4. **We submitted a letter to the COE on December 15th, 1999, which was a follow-up to a previous letter, indicating our concerns with discharge piping and partial back-up for standby pumping. (This was in response to their letter of December 9th, 1999.** 19-20
5. **A letter was sent to the GSD on December 16th, 1999, enclosing the COE letter of December 9th, asking them to review and be aware of what the COE is proposing.** 21-22

West Reach Pump Stations – Phase 2:

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

General:

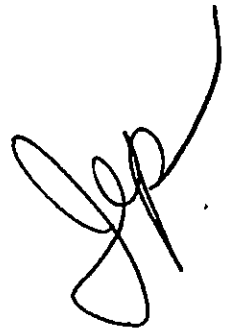
1. Pokrajac attended a formliner presentation at the Chicago COE office on October 29th, 1999 to review alternate I-wall surfaces that could possibly be used for upcoming West Reach construction.

- A. These finishes appear to be approx. 5% more expensive to use than the current "fin-type) of finish. The COE will investigate cost differential, then we can discuss.
- B. We submitted a letter to R & J Construction on December 9th, 1999, enclosing plans for the proposed 1500' length of 9' high I-wall that will be installed as part of the Stage V-Phase 2 construction between Wicker Park and Woodmar Country Club. 23
- We requested a cost comparison between their formliner installation and that of the existing "fin-type" currently specified by the COE.
 - We received a general information fax from R & J Construction on December 27th, 1999, indicating cost comparison information he will be supplying for our review.
 - We received general information from R & J on January 4th, 2000, making these comparisons. It will be sent to the COE for future discussion. 24-26

From: Samara, Imad LRC [Imad.Samara@lrc02.usace.army.mil]
Sent: Wednesday, December 29, 1999 8:57 AM
To: 'Jim Bakken'; 'Jim Flora'; 'Sandy Mordus'; Sampson, Eric LRC
Cc: Deja, Tom LRC; Schmidt, Joseph J LRC
Subject: Stage IV-1 North

Tom Deja has mailed letters to you from the contractor requesting some VE proposal and some requested changes to the contract. As soon as I have these letters here I will send a letter to you with specific direction to who should respond to what. I know that the contractor in the pre-construction meeting mentioned the following requests: 1) changing the box to a circular pipe, 2) changing the circular section in the concrete ditch liner to V shape. Tom is working out a meeting date with the contractor to go over and resolve these requests. He is looking at Jan 13 or Jan 14 at his field office. Please let me know if these are good dates for you to attend or be on conference call.

Imad Samara
Project Manager



1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

2. Once a problem has been identified, the next step is to define the problem clearly. This involves stating the problem in a concise and specific manner, identifying the scope of the problem, and determining the goals that need to be achieved.

3. The third step in the process is to generate potential solutions. This involves brainstorming ideas and considering different approaches to solving the problem. It is important to consider a wide range of options and to evaluate the potential benefits and drawbacks of each solution.

4. The fourth step is to select the best solution. This involves comparing the potential solutions and choosing the one that is most likely to be effective and feasible. It is important to consider the resources available and the time constraints when making this decision.

5. The final step in the process is to implement the chosen solution. This involves putting the solution into action and monitoring the progress. It is important to be flexible and to make adjustments as needed during the implementation process.



A M Source Company

801 E. 86th Avenue
Merrillville, IN 46419

December 20, 1999

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

RE: Electric Relocate to WIND Radio Station

Dear Jim:

We have reviewed the Army Corps Levee plans in the vicinity of the WIND Station on Colfax. To accommodate the levee project in this area, we will need to relocate our existing underground electric cable supplying service to WIND. To relocate our cable, we will need to obtain a temporary outage from the station.

In order to minimize the downtime to WIND, we will complete beforehand all work that can be done without obtaining an outage from WIND. Before obtaining an outage, it is our intention to:

- 1) Install a new overhead pole line going from Colfax back to the radio station. This line will replace the existing underground cable to WIND.
- 2) Install new termination equipment on the last pole.
- 3) Trench in conduit from the pole to the existing conduit that stops east of WIND's driveway.

After completing the above work, we will then need to obtain a temporary outage from the station to complete our remaining work. The remaining work includes disconnecting our existing cable from the transformer, pulling the old cable out through the existing conduit, pulling the new cable through the conduit, and terminating the new cable at the transformer. We anticipate we will need an outage from WIND for approximately four (4) to eight (8) hours.

If you have any questions, please contact me at 219-647-4299.

Sincerely,

Brian K. Woodberry
Principal Utility Highway Affairs

Enclosures
BKW/

[illegible]



December 9, 1999

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

Re: Stage IV, Phase 1 - South
NIPSCO & Ameritech Service to WIND

Dear Mr. Samara:

In a letter dated December 2, 1999 from you regarding relocation of the NIPSCO electric service to WIND Radio Station you indicated that the Corps generally concurred with the proposed relocation. You, however, indicated that the new power poles provided for in the relocation plan would have to be temporarily located outside the work limits. This would mean that the electric service to WIND would be relocated twice and there would be two power outages to WIND while this occurred. This is not acceptable to either WIND or the LCRBDC. Note that NIPSCO has preliminarily estimated the cost of one relocation at approximately \$26,000.00.

Review of the final construction plans for Stage IV Phase 1 - South does not provide exact location information for the current NIPSCO and Ameritech services to WIND. If we had this information, we could determine if the current services could stay active through a portion of the construction and then be relocated per NIPSCO's relocation plan at a time when the new poles would not be in the way of your contractor.

100

Mr. Imad Samara
Corps of Engineers
December 9, 1999
Page Two

We will have NIPSCO and Ameritech field locate their service lines and LCRBDC will also have Great Lakes Engineering survey the current location of these lines so that they may be added to your Stage IV Phase 1 - South plans. Once that is done we will work with the Corps, NIPSCO and Ameritech to determine a way for the electric and phone services to be relocated only once. Please call if you have any questions.

Very truly yours,

R. W. ARMSTRONG & ASSOCIATES, INC.


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

JJF:kf
911939

cc: Dan Gardner, LCRBDC
✓ Jim Pokrajac, LCRBDC
Jan Plachta, COE



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

December 29, 1999

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

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

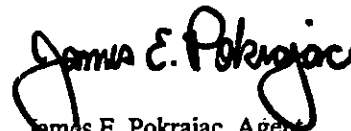
Dear Imad:

Enclosed for your use are 2 copies of a survey of the existing Ameritech and NIPSCO lines that serve the WIND radio tower from Colfax Street. The points of tangency are indicated with project coordinates in order that you may overlay this layout onto your engineering drawing to determine the impact of our project relative to these underground lines.

Will you please provide us this alignment at your earliest convenience in order that we may discuss the relocation of these lines. As per our letter sent to you on December 9th, it is our desire to minimize the downtime to the radio station. We would hope that all construction could be completed with the existing lines in place, and upon completion of construction, that the new permanent service could be installed. We have submitted to you the cost from NIPSCO to install the new service and are waiting for your concurrence that these costs are substantiated. We have contacted WIND and currently they are in the process of reviewing temporary power through the use of a on-site generator. This had been used in the past during outages which would minimize the downtime during the transition to install the new permanent lines.

If you have any questions regarding this information or of the coordination with WIND, please contact me.

Sincerely,


James E. Pokrajac, Agent
Land Management/
Engineering

/encl.

cc: Jeff Yatzko, Great Lakes Eng
Paul Easter, WIND (w/encl.)
Frank Janosi, NIPSCO (w/encl.)
Jan Plachta, COE
Emmett Clancy, COE
Jim Flora, R.W. Armstrong (w/encl.)
Lou Casale, LCRBDC attorney

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To: Jim Pokrajack LCRA

From: Paul Easter, WIND/WOJO/WLXX

12/20/99

Dear Jim,

Thanks for your time on the phone. Any help you could give us resolving this matter would be appreciated.

Here is a preliminary list of objections and observations that I have thought of so far:

1. Specifications list Bob Jeffers as the point of contact.
2. There is no insurance to protect us in the event of damage to our site and/or equipment or lost airtime.
3. Some of the work involves working near one of our guy anchors. Depending on the equipment used, there is at least some risk that this guy anchor could be damaged and/or a tower dropped.
4. The contractor(s) to pay for the expense of us having a broadcast engineer of our choice on site during construction to supervise and look out for our best interests. This had been discussed in prior meetings. There should be no night work done at all.
5. If, for any reason, cranes or any other large pieces of equipment are used, these large metal objects tend to affect a directional antenna system electrically, detuning the array and playing havoc with our signal.
6. There may also be a hazard due to RF radiation. Large metal objects (especially cables) tend to act as antennas. These objects could tend to become RF burn hazards to the equipment operators.
7. We need assurance that we will have 24/7 access to the site at all times. There is only one small road that leads to the transmitter building. This road runs parallel to the railroad tracks. It is blocked by railroad equipment a lot of the time. Any construction equipment on that road could also block our access.
8. The LCRA/ACE wants to build a three-foot clay berm behind the transmitter building. This is the absolute worst place to be doing any excavating. There are numerous buried cables running between the transmitter and the towers, any of which could be damaged and take us off the air for an extended period. Just driving heavy equipment on top of where these cables are buried could be enough to crush and ruin them. The exact locations of these cables are unknown. It would be difficult, if not impossible to determine.
9. There was, at one point, and probably still is, a septic system on the north side of the building. The three-foot clay berm would extend around the north side of the building and would go over parts of the septic system. Before construction starts, a competent plumber should locate this septic system. The septic system may have to be relocated.
10. The worst thing that can happen to our equipment is water. We are concerned about water in our transmitter building.
11. We are concerned about water flooding our towers and taking us off the air. There have been numerous studies about how bad the flooding will really be. If the water covers the bases of the towers WIND will be off the air until the flooding subsides.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in financial matters. The text suggests that organizations should implement robust systems to track every aspect of their operations, from procurement to sales.

2. The second section focuses on the role of technology in modern business management. It highlights how digital tools can streamline processes, reduce errors, and improve overall efficiency. The author argues that embracing technology is not just a competitive advantage but a necessity for long-term success in today's fast-paced market.

3. The third part of the document addresses the challenges of human resource management. It discusses the importance of attracting and retaining top talent, as well as the need for continuous training and development. The text suggests that organizations should create a supportive work environment that encourages innovation and collaboration among employees.

4. The fourth section explores the impact of market trends and external factors on business performance. It notes that companies must remain vigilant and adaptable to changes in the market, such as shifts in consumer behavior or new regulatory requirements. The author advises businesses to conduct regular market research and to develop flexible strategies that can respond to these changes effectively.

5. The final part of the document provides a summary of the key points discussed and offers some concluding thoughts. It reiterates the importance of a holistic approach to business management, where all aspects of the organization are aligned towards common goals. The author concludes by encouraging businesses to stay committed to excellence and to continuously seek ways to improve their performance.

CONCLUSION:

I find nothing in the specifications or my files that protects WIND. It seems that all the assurances we have gotten in the past have been verbal and I am not comfortable with that. We have to stay on the air at full power and keep our equipment from being damaged. Until our needs are taken care of *in writing* there will be no agreement.

Sincerely,



Paul Easter

WIND/WOJO/WLXX

Cc: David Stewart
Jim Pagliai

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

Journal of Management Education 30(6)p.789-804
© The Author(s) 2006

1. *Chlorophyll a* (Chl *a*) is the primary photosynthetic pigment in most plants and algae. It is a green pigment that absorbs light energy in the blue and red regions of the visible spectrum.

2. *Chlorophyll b* (Chl *b*) is an accessory pigment that absorbs light energy in the blue and orange-red regions. It transfers energy to Chl *a* for photosynthesis.

3. *Carotenoids* (including *β-carotene* and *xanthophylls*) are accessory pigments that absorb light energy in the blue and green regions. They also transfer energy to Chl *a* and protect the photosynthetic apparatus from damage by excess light.

4. *Phycobilins* (including *phycocyanin* and *allophycocyanin*) are accessory pigments found in cyanobacteria and red algae. They absorb light energy in the blue and green regions and transfer it to Chl *a*.

5. *Anthocyanins* are water-soluble pigments that give plants red, purple, and blue colors. They are not directly involved in photosynthesis but can protect plants from damage by excess light.



REPLY TO
ATTENTION OF

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

January 3, 2000

Program and Project
Management Branch

Mr. Jim Pokrajac
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, Indiana 46368

Subject: Little Calumet River, Stage VI-1 South, Response to WIND Comments

Dear Mr. Pokrajac:

I have received the comments that Paul Easter sent you your office. We did discuss these comments in the real estate meeting we had at our offices 21 December, 1999. The following is responses to these comments.

1. The contract document will be changed to have Paul Easter as the POC for WIND Radio Station Towers.
2. WIND will be added to the Insurance policy that the contractor will provide under the contract with the COE.
3. A note to the contract will be added to the plans that it is the contractor's responsibility to perform the work with out any damage to the guy anchor.
4. The Little Calumet River Basin Development Commission (LCRBDC) will as part of the ROE agreement with WIND will pay for a WIND engineer to be present on site during construction.
5. The Corps has set procedures and standards that our contractors must follow to address these kind of concerns. If there is additional requirement that the radio station is aware of to minimize this impact we would be glad to review and incorporate into the specifications.
6. The same response in 5 above will apply for this one.
7. The plans requires the contractor to maintain access to the transmission building and to the towers at all time. We will make sure that the construction shall not block the access and if it does an alternate route is provided.
8. Excavation will not take place under this berm. We will attach the survey sheet, that Great Lakes Engineering developed for the LCRBDC, as part of the specifications. The survey sheet shows the existing

January 3, 2000

Subject: Little Calumet River, Stage VI-1 South, Response to WIND Comments

location in the Corps Coordinate System of these under ground cables. We are instructing the contractor that he uses light weight equipment to construct the berm over these under ground cables.

9. The contractor is instructed not to damage the septic system. The contractor is also instructed to locate the septic system within the area of work.
10. The transmission building will be protected to the 200 year flood elevation once this project is completed. The concern about water in the building would be a lesser concern as a result of the project. The project will make things better for the building.
11. Great Lakes Engineering, which is the engineering firm that ILCRBDC hired to perform the survey work in this area, provided a survey sheet that have the elevation of the Lower Concrete, Upper Concrete and critical line elevation. The following table shows the survey results:

Tower	Lower Concrete	Upper Concrete	Critical Line
1	597.06	598.4	599.87
2	597.07	598.4	599.92
3	597.06	598.38	599.91
4	596.98	598.31	599.81

The 200 year flood elevation with the project in place is 598.9. The critical Line is defined as the line where if the water go higher it will disrupt the transmission. The table shows that the elevations of the critical line are almost a foot above the 200 YR Flood elevation.

Enclosed with this letter is Plans Sheet C-8 and C-9 and the specification sheets showing the changes mentioned above. I also will provide, when it is available, a complete set of the plans and specification to you to provide to WIND. If you have more concerns or any other questions please contact me at 312-353-6400 ext. 1809.

Sincerely,

Imad N. Samara
Project Manager

Enclosures
CF: Paul Easter, WIND Radio Station

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LUCAS, HOLCOMB & MEDREA
ATTORNEYS AT LAW

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

DAVID A. BULS
DAVID M. BLASKOVICH**
STEPHANIE SHAPPELL CASEY

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

EASTON COURT
300 EAST 90TH DRIVE
MERRILLVILLE, INDIANA 46410

TELEPHONE (219) 766-3561
24-HR FAX (219) 756-7409

OF COUNSEL:
ROBERT J. ADDISON

ROBERT A. LUCAS
1922-1999
JOSEPH L. SKOZEN
1915-1997

December 23, 1999

Mr. Steve Woods
Marathon Ashland Pipe Line, LLC
P.O. Box F, Old Rt. 40 West
Martinsville, IL 62442

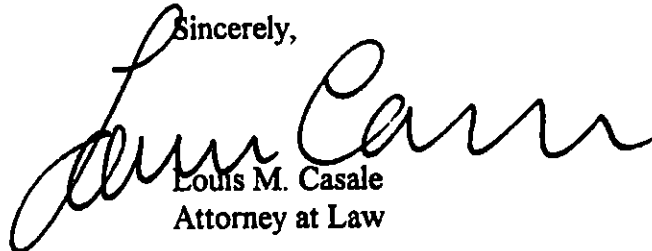
RE: Agreement between the Little Calumet River Basin Development Commission and
Marathon Ashland Pipe Line, LLC

Dear Mr. Woods:

Enclosed please find the above described agreement. If it meets with your approval, kindly cause it to be signed, dated and notarized by authorized officers of your company, returning all partially signed and notarized copies to me for review and countersignature by the Commission. Upon receipt of a fully signed copy, I will forward it to you.

Please contact me if there are any questions regarding this matter.

Sincerely,



Louis M. Casale
Attorney at Law

LMC/amo

Enclosures

cc: Jim Pokrajac
Jim Flora

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December 30, 1999

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

Re: Stage V Phase 1 and Stage V Phase 2
Phillips Pipeline

Dear Mr. Samara:

On September 29, 1999 we sent a letter to you requesting the Corp's approval for crediting of a Phillips Pipe Line estimated cost to prepare a detailed design analysis and action plan. It is our understanding that the only reason this detailed design analysis and action plan is being proposed now, rather than as part of the relocation construction effort, is because it is the only way to provide the Corps with the information necessary to evaluate the directional drilling relocation method rather than the "up and over" relocation method.

It seems this all started a few years ago when Phillips provided cost estimates that showed directional drilling was slightly more expensive (12.4% or \$47,500 more expensive) than the "up and over" relocation method even though the directional drilling method provides a substantially safer end product. More specifically directional drilling would provide protection to the pipeline in the case of a train derailment (or levee failure) which would not be provided by "up and over" construction. It is for this safety reason that the LCRBDC is pursuing approval of directional drilling rather than the "up and over" method. We believe that the increased safety greatly outweighs the relatively small additional costs.

At our meeting on November 9, 1999 you mentioned having Phillips prepare new cost estimates. At the same meeting you verbally said we should proceed with having Phillips proceed with their design effort for the directional drilling. We believe that a new cost estimate is not productive and will result in further delay in getting this relocation complete. If the Corps wants an updated cost we suggest using one of the available cost indices, however the more important issue here is safety.

P. 219.738.2255

F. 219.738.2259

8300 BROADWAY

MERRILLVILLE, IN 46410-0251

WEB SITE: www.rwarmstrong.com

Mr. Imad Samara
Corps of Engineers
December 30, 1999
Page Two

We therefore once again ask whether or not the Phillips proposed design effort and associated cost is eligible for credit. Please note that the Stage V Phase 1 levee was completed a number of years ago. Is the unrellocated Phillips pipeline under this levee a safety and liability problem, since it violates Corps criteria for a pipeline under a levee? What if there is a pipeline failure during a flood event that would cause a levee failure? Who will be responsible? We feel that by doing a directional bore as soon as possible we would eliminate the potential for flooding Wicker Park Manor as well as eliminating the concern of failure due to a railroad derailment. These are our concerns and until we receive a definitive answer in writing from the Corps on this subject this very important relocation cannot move forward.

If you have any questions, please call.

Very truly yours,

R. W. ARMSTRONG & ASSOCIATES, INC.



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

JJF:kf
911939

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

1. The first part of the document is a list of names and their corresponding addresses. The names are listed in the left column, and the addresses are listed in the right column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

2. The second part of the document is a list of names and their corresponding addresses. The names are listed in the left column, and the addresses are listed in the right column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

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5. The fifth part of the document is a list of names and their corresponding addresses. The names are listed in the left column, and the addresses are listed in the right column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

6. The sixth part of the document is a list of names and their corresponding addresses. The names are listed in the left column, and the addresses are listed in the right column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

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8. The eighth part of the document is a list of names and their corresponding addresses. The names are listed in the left column, and the addresses are listed in the right column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

9. The ninth part of the document is a list of names and their corresponding addresses. The names are listed in the left column, and the addresses are listed in the right column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.

10. The tenth part of the document is a list of names and their corresponding addresses. The names are listed in the left column, and the addresses are listed in the right column. The names are: John Doe, Jane Smith, and Bob Johnson. The addresses are: 123 Main St, 456 Elm St, and 789 Oak St.



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

(219) 763-0696 Fax (219) 762-1651
E-mail littlecal@nirpc.org

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners'
Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's
Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's
Appointment

STEVE DAVIS
Dept. of Natural Resources'
Appointment

ROBERT HUFFMAN
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 6, 1999

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

Dear Imad:

The following list of FDM5 drawings will be needed for Stage VII to distribute, respectively, to Hammond (Northcote to Columbia) north of the river, and to Munster (Northcote to Columbia) south of the river. As per our pre-design conference for Stage VII on November 23rd with EARTH TECH ENVIRONMENTAL, it will be my responsibility to distribute these respective plans to each community for their review. It is our intent to have a meeting with each community in mid-January to discuss the scope of work, scheduling, and any changes or concerns by each community since FDM5 was put together six years ago. We will meet at this time with only public officials, not with the public. It is our intent to meet with the public after the 50% BCO is completed and the comments to that set by the LCRBDC and all other affected parties have been addressed and incorporated, or responded to, by the COE in that set. Following are the plates from the FDM5 we feel should be sent, respectively, to each community:

STAGE VII – Hammond (North of River – Northcote & Columbia)

Plate 1	(Project map)
Plate 3	(Symbols and abbreviations)
Plate 4	(North levee plan and profile)
Plate 25-29	(Plan and profiles)
Plate 79-81	(Typical sections)
Plate 92	(Sandbag closure detail)
Plate 95	(Miscellaneous detail)
Plate 100	(Pump Station detail)
Plate 96	(Typical planting schemes)

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Mr. Imad Samara
December 6, 1999
Page 2

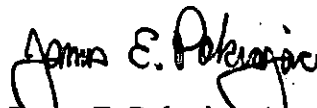
Stage VII – Munster (South of River – Northcote to Columbia)

Plate 1 (Project map)
Plate 3 (Symbols and abbreviations)
Plate 5 (South levee plan and profile)
Plate 30-34 (Plan and profiles)
Plates 79-81 (Typical sections)
Plate 92 (Sandbag closure detail)
Plate 93 (Road raise at closure)
Plate 96 (Typical planting schemes)

We will need five (5) half-sized sets of each of the above listed plates, which I will distribute to Hammond and Munster. If you feel any other plates from the FDM5, or any other reference prints (such as Walnut Street Pump Station), please include these in the package you submit to me. Also, in reviewing the FDM5, I came across plates 77 and 78 which refer to the Kennedy Avenue borrow site and the haul routes in using that site. Do we want to include these plates; or if not, what should we provide to them to show the borrow site and haul routes as this is probably one of their major concerns.

If you have any further questions, or need any further assistance, please call me at 219/763-0696.

Sincerely,



James E. Pokrajac, Agent
Land Management/Engineering

/sjm

cc: Jan Plachta
Tim Kroll
Emmett Clancy
Jim Flora



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
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Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 31, 1999

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

Dear Imad:

We are still waiting for 5 sets each of the plans from the FDM5 to be distributed individually both to the city of Hammond and the town of Munster. These prints were requested from you in our letter of December 6th, which included our list of plates we felt were necessary for community review. Recently, we received a notice to proceed for Stage VII to Earth Tech which included a schedule indicating that the first public meeting would be held in early to mid January.

Upon our receipt of these prints, as requested, we will submit them to both Hammond and Munster and allow them a minimum of 2 weeks to review these submittals. Upon completion of their review, we will then try to schedule a meeting, respectively, with each community at their convenience. Keep in mind, this schedule, if we receive the prints next week, will allow them until the end of January to have adequate time to review. This will then push the schedule of the first public meeting back into February.

Please follow up on this at your earliest convenience in order that we may try to push your schedule back no further than it already has been. If you have any questions regarding this request, please contact me.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
cc:

Bill White
Jan Plachta
Emmett Clancy
Jim Flora
Lou Casale
Judy Vamos



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60608-7206

DEC 21 1999

CELRC-CT

**SUBJECT: NOTICE TO PROCEED for DACW23-99-C-0054, Little Calumet River, Indiana
Local Flood Protection and Recreation Stage VII, Plans and Specifications**

20 December 1999


Earth Tech
ATTN: Ms. Melcy Pond
3121 Butterfield Road
Oak Brook, IL 60523

Dear Ms. Pond:

Your copy of the contract has been signed, and was previously provided to Mr. Allen Staron, P.E. of Earth Tech's Chicago Loop office.

This letter is your official NOTICE TO PROCEED as referenced by Paragraph 15 - "Schedule" of the Scope of Work included within this contract. It is sent to you in duplicate. Please acknowledge receipt below and return the original of this letter to this office.

Sincerely,


Velma Salinas-Nix
Contracting Officer

-- ACKNOWLEDGE --

Copy of Contract No. DACW23-99-C-0054 (previously sent) and NOTICE TO PROCEED with the work were received on the date shown on the Postal Service Certified Mail Return Receipt card.

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

DEC 13 1999

REPLY TO
ATTENTION OF

December 9, 1999

Programs and Project Management Division
Project Management Branch

Mr. James J. Flora, Jr., P.E.
Vice President
R.W. Armstrong & Associates, Inc.
8300 Broadway
Merrillville, IN 46410-6251

Rc: Pump Station Rehabilitation Project -- Phase 1
100% BCO Comments Responses

Dear Mr. Flora;

Following are responses to your letter of November 30, 1999 regarding the above subject:

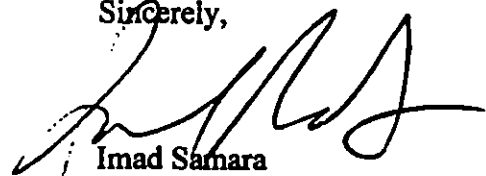
1. Our Hydraulic and Hydrology Section prepared a memorandum that we provided to your office discussing the capacity of the discharge pipe. The project is responsible for the pump station rehabilitation work and the work on the outlet pipe where the levee is to cross the outlet. The pipe between the two is the responsibility of the locals. In a letter dated 22 October 1999 that we received from the Hammond Sanitary District, and your office was copy furnished, SDH stated that they were satisfied with our analysis on the capacity and that they are working with INDOT to get repairs completed on the discharge pipes that were damaged by the pilings.

2.a. Enclosed is a copy of a CELRC-ED-HH memo dated October 22, 1997 concerning the Standby Pumping Capacity. A general Corps guidance for reasonable amount of standby pumping that should be provided during construction of pump stations recommends that the Standby Pumping Capacity be at least 75% of design capacity.

2.b. Rehabilitation sequence and the schedule constraint is discussed in the specification section 01010, paragraph 3.1.2. Since both, Hohman Munster and Barring Ave. pump stations will be replaced with new storm water pumps, the series sequence would not cause an unduly long construction time as compared to if these pumps were to be rehabilitated. After you have obtained the scheduling information for the proposed Barring Ave. Pump Station relief sewer please forwarded to us for planning of construction schedule.

If you have any additional questions please contact Jan Plachta at (312) 353-6400, extension 1801, or the undersigned at extension 1809.

Sincerely,



Imad Samara
Project Manager

Encl.

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1997年12月15日



December 15, 1999

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

Re: Pump Station Rehabilitation Project - Phase I
100% BCO Comment Responses

Dear Mr. Samara:

This letter is to follow up on those responses in your December 9, 1999 letter with which we still do not agree:

1. Regarding the discharge conduits from South Kennedy Pump Station, it is difficult to understand how the Corps can take the position as stated in your letter:

"The project is responsible for the pump station rehabilitation work and the work on the outlet pipe where the levee is to cross the outlet. The pipe between the two is the responsibility of the locals."

The discharge pipe is an integral part of the pumping system. An inadequate discharge conduit will have the same impact as inadequate or unreliable pumps which is interior flooding during the larger rainfall events. Your letter goes on to state the following:

"In a letter dated 22 October 1999 that we received from the Hammond Sanitary District, and your office was copy furnished, SDH stated that they were satisfied with our analysis on the capacity and that they are working with INDOT to get repairs completed on the discharge pipes that were damaged by the pilings."

A review of Hammond Sanitary District's October 22, 1999 letter (copy attached) does not state that they were satisfied with your analysis on the capacity. It only states they support the work at the South Kennedy Pump Station of which the discharge conduit is not a part. Note that Rich Sutton, HSD, in ITR Comment #16 on the 50% Plans and Specifications expressed his concern on this subject. The Corps response did not indicate that the problem was a local concern.

P. 219.738.2258 F. 219.738.2259

8300 BROADWAY MERRILLVILLE, IN 46410-6251

WEB SITE: www.rwarmstrong.com

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Mr. Imad Samara
Corps of Engineers
December 15, 1999
Page Two

We therefore request that the Corps reevaluate their decision not to include the discharge conduit in the overall levee project.

2a. We have again reviewed the Corps memo dated October 22, 1997 regarding Standby Pumping Capacity. We are still concerned about the Corps determination that having 75% of capacity available during construction is acceptable. We have the following questions regarding this decision:

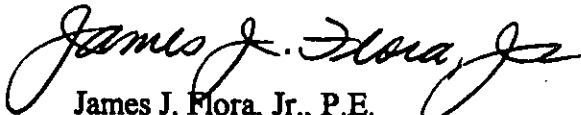
- (1) If a major rainfall event occurs during construction will there be more interior flooding than prior to the project?
- (2) If so, what will be the extent of this flooding? Which homes or businesses will experience flooding that would not have if 100% of capacity were maintained.
- (3) What are the legal ramifications of providing less than 100% of capacity?

2b. We will forward the Baring Avenue Pump Station Relief Sewer schedule as soon as we receive it.

Please provide us with your response to these additional comments as soon as possible. If you have any questions, please call.

Very truly yours,

R. W. ARMSTRONG & ASSOCIATES, INC.


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

JJF:kf
911939
Enclosure

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



December 16, 1999

Dr. Michael T. Unger, District Manager
Sanitary District of Hammond
5143 Columbia Avenue
Hammond, IN 46327-1794

Re: Little Calumet River Flood Control and Recreation Project
Pump Station Rehabilitation Project - Phase 1

Dear Dr. Unger:

With this letter we are transmitting a copy of a December 9, 1999 letter from the Corps which responded to various comments we had regarding the Pump Station Rehabilitation Project - Phase 1. We are transmitting the Corps letter so that you are aware of their current position on a number of important issues.

The first of these issues is the capacity of the discharge pipe from the South Kennedy Avenue Pump Station to the River. Please see item 2 in my letter to you dated August 27, 1999 (copy attached) for background information on this issue. The Corps' current position, as stated in their letter, is that the discharge pipe is the responsibility of Hammond Sanitary District.

The second issue is the pumping capacity (including standby pumping) which will be available during construction. In general the Corps is planning on having a minimum of 75% of pump station capacity available at any pump station during construction. More detailed information is contained in a Corps memo dated October 22, 1997 and attached to their December 9, 1999 letter.

Please review the attached information and let us know your concerns, if any, on the Corps approach to these two issue. Also would you please supply us with the schedule for construction of the Baring Avenue Pump Station Relief Sewer.

P. 219.738.2258 F. 219.738.2259

8300 BROADWAY MERRILLVILLE, IN 46410-6251

WEB SITE: www.rwarmstrong.com

The first part of the report deals with the general situation of the country and the progress of the work. It is a very interesting and informative document.

The second part of the report deals with the specific details of the work. It is a very detailed and thorough document.

21

The third part of the report deals with the results of the work. It is a very clear and concise document.

The fourth part of the report deals with the conclusions of the work. It is a very well thought out and logical document.

22

The fifth part of the report deals with the recommendations of the work. It is a very practical and useful document.

The sixth part of the report deals with the final conclusions of the work. It is a very well thought out and logical document.

23

The seventh part of the report deals with the final recommendations of the work. It is a very practical and useful document.

The eighth part of the report deals with the final conclusions of the work. It is a very well thought out and logical document.

Dr. Michael T. Unger, District Manager
Sanitary District of Hammond
December 16, 1999
Page Two

If you have any questions, please call.

Very truly yours,

R. W. ARMSTRONG & ASSOCIATES, INC.

A handwritten signature in cursive script, reading "James J. Flora, Jr.", written in black ink.

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

JJF:kf
911939
Enclosures

cc: Dan Gardner, LCRBDC
✓ Jim Pokrajac, LCRBDC
Rick Sutton, HSD
Imad Samara, COE



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

JOHN DEMEO, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

JOHN MROCZKOWSKI
Governor's Appointment

CURTIS VOSTI
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

December 9, 1999

Joe Nasvik
R&J Construction Supply Company
30 W 180 Butterfield Road
Warrenville, Illinois 60555

Dear Joe,

As per our recent conversation, I am enclosing Army Corps drawings pertinent to some upcoming construction west of Indianapolis Boulevard (U.S. 41), and south of I-80/94. This contract is referred to as Stage V-Phase 2A and is scheduled for a bid release as early as Spring of 2002. The plans indicate the construction of a concrete I-wall approximately 1500' long and approximately 9' high that would be installed between two existing golf courses.

At your presentation with the Chicago Corps on October 29, 1999, it appears that your architectural concrete finishes and patterns could meet the needs of many of our upcoming projects. Much of the concrete I-wall work will be highly visible and we feel that alternate aesthetic finishes would be preferable to the current "fin-type" finish specified by the corps. We feel using this alternate finish could be very helpful in dealing with communities and residents during our acquisition process. In discussing this with the corps, their chief concern was the cost differential between their "fin-type" installation and what we might be proposing. Generally, this cost differential would be considered as a betterment, which would be paid for entirely by the state.

Would you please review the attached plans and work up a cost estimate (per square foot) for the entire wall installation comparing the two different finishes. If you have any ideas, suggestions, methods of construction, or could share with us your experiences with previous installations, could you include that in your response back to this request. If you need any clarifications, have any questions, or need any assistance, please don't hesitate to call me at (219) 763-0696.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

December 27, 1999

To: Jim Pokrajac

From: Joe Nasvik

Here is some of the cost information I plan work out with Bill Rausch on Wednesday relative to the Little Calumet project.

- 1. Relative cost difference between doing fractured fin formliner walls vs. unit masonry formliners. The answer will probably be expressed as a percentage difference.**
- 2. Relative cost difference between formliners on one side of the wall vs. on both sides of the wall.**
- 3. Cost difference between formliner construction on tapered wall vs. even thickness wall construction.**
- 4. Formliner construction on curved walls vs. walls that come together at straight angles.**
- 5. Cost factor for formliners installed on tapered, curved walls.**
- 6. Wall conditions that allow for the least construction cost (or most productive construction).**
- 7. How much does winter construction add to the cost. (What is the ideal time of year for this work).**
- 8. Using latex based stains to color walls vs. integral colored concrete.**
- 9. Our recommendation for thickness of wall. Straight wall at 9' high.**
- 10. Relative cost difference between formliner wall and plain concrete wall.**
- 11. If sheet pile was installed as one side of a wall, how would that impact construction costs.**
- 12.**

A handwritten signature in black ink, appearing to be 'Joe Nasvik', is written over the number 12.

81

81



Construction Supply Company, Inc.

Just Rite Rentals

Contractors Equipment • Supplies • Rentals

January 4, 2000

To: Jim Pokrajac

From: Joe Nasvik

Re: Formliner Wall Recommendations

I met with Bill Rausch to discuss ways to make formliner walls more economical to install. The following are some of our recommendations.

'Batter Walls' vs. Tapered Walls

There is no cost difference for installing tapered 'batter' walls over even thickness walls, especially when gang forming is involved.

Curving and Radius Walls

Curves and radius formwork is much more expensive than 'segment' walls and should be avoided. When formliners of any type are involved, curved surfaces become even more expensive. A curved, batter wall is the most expensive of all. Formliner installation (for all formliners) involves considerable detail work.

Using Sheet Pile as a Wall Surface

There would be a significant cost increase if sheet pile is used as one of the wall surfaces.

Summer vs. Winter Construction

Winter construction will cost more and will take approximately twice the installation time. In the summer wall segments can be poured and stripped each 24 hours. Under winter conditions forms would be stripped every two days minimum. In addition form structures would be insulated, wrapped in curing blankets and heated with construction heaters. If temperatures became very cold, winter admixtures might become necessary also. And labor factors increase as the temperatures decrease. If construction cannot be conducted during the summer months, it was felt that starting work in October might serve as a good compromise date. This would allow preparation work in the dirt and some pouring before serious winter conditions. Landscaping could be completed early in the spring for the Golf Courses.

The Least Expensive Method of Construction

Walls that can be poured using gang forms are the most productive. Twenty-foot length forms are ideal. Three 20' gang forms can be set up for one pour for best productivity.

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

It is essential to ensure that all data is properly documented and stored in a secure manner. This includes maintaining backup copies of all files and ensuring that access is restricted to authorized personnel only.

The second part of the document outlines the various methods used to collect and analyze data. It describes the different types of data sources and the techniques used to process and interpret the information.

82

The third part of the document provides a detailed overview of the results of the data analysis. It includes a summary of the key findings and a discussion of the implications of the results for the organization.

The fourth part of the document discusses the challenges faced during the data collection and analysis process. It identifies the main obstacles and provides suggestions for how to overcome them.

The fifth part of the document provides a conclusion and a summary of the overall findings. It reiterates the importance of accurate data and the need for ongoing monitoring and evaluation of the data collection process.

82

The sixth part of the document provides a detailed overview of the results of the data analysis. It includes a summary of the key findings and a discussion of the implications of the results for the organization.

The seventh part of the document discusses the challenges faced during the data collection and analysis process. It identifies the main obstacles and provides suggestions for how to overcome them.

The eighth part of the document provides a conclusion and a summary of the overall findings. It reiterates the importance of accurate data and the need for ongoing monitoring and evaluation of the data collection process.

82

The ninth part of the document provides a detailed overview of the results of the data analysis. It includes a summary of the key findings and a discussion of the implications of the results for the organization.

The tenth part of the document discusses the challenges faced during the data collection and analysis process. It identifies the main obstacles and provides suggestions for how to overcome them.

The eleventh part of the document provides a conclusion and a summary of the overall findings. It reiterates the importance of accurate data and the need for ongoing monitoring and evaluation of the data collection process.

The twelfth part of the document provides a detailed overview of the results of the data analysis. It includes a summary of the key findings and a discussion of the implications of the results for the organization.

Small cranes can be used to move them to location. Forms can be constructed with minimal use of form ties going through the concrete. And formliners that lend themselves to a large number of re-uses can be permanently attached.

Formliner Walls vs. Plain Concrete Walls

Considering the easiest wall to construct (the wall between the two Golf Courses), it would appear that pouring plain concrete surfaces could save approximately \$5 per sq.ft.

Fractured Fin Formliner Surfaces vs. Unit Masonry Surfaces

Bill Rausch has not had good experiences with multiple use fractured fin formliners. So his company will bid single use product for all future projects. Factoring in the cost of labor to remove liners after a pour and install new ones, the cost of unit masonry liners by Milestone becomes a bargain. My best guess is that fractured fin liners mounted on a gang form for the Golf Course portion of the work would cost about \$4.60 per sq.ft installed. This would not include any coloring or detail work afterwards. By contrast, unit masonry formliners used on the bases of a forty-cycle life, would cost \$1.35 per sq.ft. If coloring (three colors) and basic detail work is added, the total cost now becomes \$3.95. I have to stress that these costs relate to repetitive gang formwork. The added cost for using formliners changes when there are few uses or when unit masonry liners have to be attached to the wall form each time there is a pour (because of changed wall sizes, etc.). I think the numbers would still favor Milestone liners however.

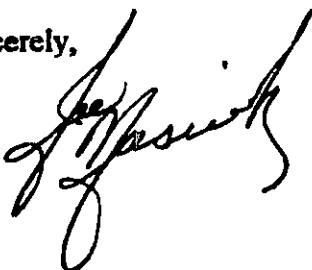
As a side note, there are benefits for all parties when finished surfaces are colored. Clients like the realistic appearance and contractors like the fact that color changes in concrete lead for lead, patching, and detail work will not stand on the finished product. Coloring is a very long life and for all practical purposes, is a no maintenance feature.

Multiple Patterns

You mentioned to me at one point that property owners could be offered three or four different patterns as a way of helping them feel more comfortable with this project. That would definitely add more to the cost of the project. One pattern used everywhere would be the least expensive.

I think this covers all the points that you and I have discussed. The one other thing that I think you should include in your consideration is the use of a referee sample in the bidding process. I will plan to touch base with you soon.

Sincerely,



2/16

1. The first part of the report is a general introduction to the project. It describes the purpose of the study and the objectives that were set at the beginning. It also mentions the scope of the work and the limitations that were encountered.

2. The second part of the report is a detailed description of the methodology that was used. It explains the different steps that were followed and the tools that were used. It also discusses the strengths and weaknesses of the methodology.

3. The third part of the report is a presentation of the results that were obtained. It shows the data that were collected and the analysis that was performed. It also discusses the findings that were reached and the conclusions that were drawn.

4. The fourth part of the report is a discussion of the results in the context of the existing literature. It compares the findings with those of other studies and discusses the implications of the results for the field of research.

5. The fifth part of the report is a conclusion that summarizes the main findings and the conclusions that were drawn. It also mentions the limitations of the study and suggests directions for future research.

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ATTORNEYS AT LAW

CASALE. SKOZEN. WOODWARD & BULS. LLP

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JOSEPH L. SKOZEN
1915 - 1997

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENZ
SUSAN M. SEVERA

December 6, 2000

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

Attention: Chairperson of the Finance Committee

RE: Attorney Fees - 2001

Dear Arlene:

Please let this letter serve as my formal written request that hourly attorney fee rates for myself and other attorneys in my law firm working on matters for the Commission be increased from \$80.00 per hour to \$85.00 per hour effective January 1, 2001.

The present hourly rate of \$80.00 per hours has been in effect since November, 1999. The requested increase to \$85.00 per hour will help defray general inflationary and overhead cost increases, and will still be well below the standard hourly fee charged private clients of the law firm which presently ranges from \$150.00 to \$175.00 per hour.

Thank you for your consideration.

Respectfully,

Louis M. Casale
Attorney at Law

LMC/amo

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2001 by and between The Little Calumet River Basin Development Commission ("Commission"), and James E. Pokrajac, an individual residing at _____ (the "Independent Contractor").

Preliminary Statements

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

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

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

1. Agreement to Provide Services.

(a) On the terms and conditions set forth in this Agreement, Independent Contractor shall provide to Commission, and Commission shall accept and pay for, Services. For purposes of this Agreement, the term "Services" is defined as outlined in the work scope attached hereto and marked Exhibit "A", and such other duties and responsibilities assigned by Commission which are related to the above.

(b) During the term of this Agreement, Independent Contractor shall devote such time and diligent effort to the Services as may be required to fully discharge Independent Contractor's responsibilities in a competent and professional manner and in a manner which is satisfactory to Commission.

2. Term. The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon fourteen (14) calendar days' written notice to the other party, or until January 31, 2001 whichever is sooner.

3. Remuneration.

(a) As full remuneration for all Services performed by Independent Contractor, Commission shall pay Independent Contractor \$_____ per hour.

(b) Independent Contractor shall not be entitled to, and Commission shall not pay, any advances or draws with respect to any remuneration earned, or to be earned, pursuant to this Section 3.

(c) Independent Contractor shall submit a time sheet showing work performed, time devoted thereto and date.

4. Expenses. Independent Contractor shall be solely responsible for all expenses incurred in connection with the Services provided under this Agreement except the following which will be provided by the Commission:

(a) Mileage for job related use by Independent Contractor of his own vehicle at the then prevailing rate allowed by the State of Indiana.

(b) Travel expenses incurred on business travel for the Commission at the rates allowed by the State of Indiana, provided authorization of such travel is received in advance from Executive Director.

5. Right of Control.

(a) The Independent Contractor will be assigned work tasks by the Commission or Executive Director; however, Independent Contractor shall retain and exercise full control over the order, sequence, details, manner, and means by which Independent Contractor achieves the results provided for under this Agreement. Commission shall have no right to control or direct the order, sequence, details, manner; or means by which Independent Contractor achieves the results provided for under this Agreement.

(b) Independent Contractor shall have the sole right to supervise, manage, direct, procure, perform, or cause to be performed all services to be performed under this Agreement by Independent Contractor.

6. Confidential Information. Independent Contractor recognizes that he or she may be given access to the names, addresses, and other identifying and requirements information concerning the Commission and certain other valuable proprietary information, which is developed, compiled, and utilized by Commission in its business and which may be designated as confidential or secret, or is of a confidential nature which is required to be maintained as such for

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

7. **Outside Business Activities.** Independent Contractor retains the right to engage in any outside activities, engagements or business, whether or not for remuneration. Such right includes the right to contract for the same or similar services with other individuals and other businesses, and the right to advertise or otherwise represent himself or herself as providing similar services to the general public.

8. **Instructions, Training, and Reports.** Commission shall not provide any instructions or training to Independent Contractor.

9. **Benefits.** The sole and only benefit to be received by Independent Contractor from Commission hereunder shall be the remuneration provided under Section 3 of this Agreement, and Independent Contractor shall specifically not be entitled to participate in any medical, life, disability, pension, retirement, deferred compensation or other employee benefit plan of Commission, whether or not the same is made generally available to employees or other personnel of Commission during the term of this Agreement. Commission shall not carry workers compensation insurance with respect to Independent Contractor. The Independent Contractor shall obtain his own worker's compensation coverage and provide the Commission with proof of insurance.

10. **No Conflicting Agreements.** Independent Contractor represents and warrants to Commission that no verbal or written agreements exist which would prevent Independent Contractor from entering into this Agreement or rendering the Services required pursuant to this Agreement.

11. **Independent Contractor.**

(a) Notwithstanding any other provision of this Agreement to the contrary, this agreement does not constitute a hiring by either party nor does it constitute a contract of employment. Commission and Independent Contractor intend that Independent Contractor shall serve as an independent contractor and not as an employee of Commission.

(b) No acts or assistance given to Independent Contractor by Commission shall be construed to alter the independent contractor relationship, and nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, or principal and agent.

(c) Independent Contractor is not authorized to assume or undertake any obligation of any kind, express or implied, on behalf of Commission; nor is Independent Contractor authorized on behalf of Commission to make any promise, warranty or representation with respect to Commission or its services.

12. Taxes and Compliance with Laws. All amounts payable hereunder to Independent Contractor shall be paid without reduction by Commission for any local, state or federal income, employment or withholding taxes, it being the intention and agreement of the parties that Independent Contractor shall be responsible for the payment of all taxes (including, but not limited to, income, self-employment, employment, and withholding taxes), fines, penalties, and assessments imposed or related to Independent Contractor's business activities. Independent Contractor shall be solely responsible for compliance with all state, local and federal laws, orders, codes and ordinances applicable to the performance of Independent Contractor's obligations under this Agreement.

13. Termination. This Agreement shall continue through the date provided in Section 2 or until terminated on an earlier date, with or without cause, by either party upon giving the other party written or oral notice thereof.

14. Remedies.

(a) Commission and Independent Contractor shall each be liable to the other for any damages, including consequential and incidental damages, caused by any breach of this Agreement.

(b) In any action successfully brought by either party against the other to enforce its rights under this Agreement, the prevailing party shall also be entitled to recover from the other party its reasonable attorneys' fees and other costs associated with any such proceeding.

15. Cooperation and Identification. In the event Commission or Independent Contractor, or both, are involved in a dispute or litigation involving third parties arising from the provision of Services under this Agreement, Commission and Independent Contractor shall cooperate fully with respect to such dispute.

16. Reasonableness and Severability. Commission and Independent Contractor stipulate and agree that each and every paragraph, sentence, term and provision of this Agreement shall be considered independent, reasonable, and severable and that in the event a court finds any paragraph, sentence, term, or provision to be unreasonable, invalid, or unenforceable, the reasonableness, validity, enforceability, operation or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Agreement shall be construed in all respects as if the unreasonable, invalid, or unenforceable matter had been omitted.

17. **Non-Waiver.** The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

18. **Succession.** This Agreement shall inure to the benefit of and may be enforced by Commission, its successors and assigns, and shall be binding upon Independent Contractor, his executors, administrators, legatees and other successors in interest.

19. **Notices.** All notices required to be given under the terms of this Agreement or which either of the parties may desire to give hereunder shall be in writing, except as otherwise provided, and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other persons or addresses as either party shall furnish to the other in writing.

20. **Governing Law and Choice of Forum.** In the event of any dispute hereunder, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement. The parties expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Indiana.

21. **Modification.** This Agreement may not be modified or altered except by written instrument duly executed by Commission and Independent Contractor.

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

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

THE LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By: _____

Title: _____

JAMES E. POKRAJAC

Exhibit A

WORK SCOPE: DUTIES AND RESPONSIBILITIES

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

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

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2001 by and between The Little Calumet River Basin Development Commission ("Commission"), and Judith A. Vamos, an individual residing at _____ (the "Independent Contractor").

Preliminary Statements

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construed to alter the independent contractor relationship, and nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, or principal and agent.

(c) Independent Contractor is not authorized to assume or undertake any obligation of any kind, express or implied, on behalf of Commission; nor is Independent Contractor authorized on behalf of Commission to make any promise, warranty or representation with respect to Commission or its services.

12. Taxes and Compliance with Laws. All amounts payable hereunder to Independent Contractor shall be paid without reduction by Commission for any local, state or federal income, employment or withholding taxes, it being the intention and agreement of the parties that Independent Contractor shall be responsible for the payment of all taxes (including, but not limited to, income, self-employment, employment, and withholding taxes), fines, penalties, and assessments imposed or related to Independent Contractor's business activities. Independent Contractor shall be solely responsible for compliance with all state, local and federal laws, orders, codes and ordinances applicable to the performance of Independent Contractor's obligations under this Agreement.

13. Termination. This Agreement shall continue through the date provided in Section 2 or until terminated on an earlier date, with or without cause, by either party upon giving the other party written or oral notice thereof.

14. Remedies.

(a) Commission and Independent Contractor shall each be liable to the other for any damages, including consequential and incidental damages, caused by any breach of this Agreement.

(b) In any action successfully brought by either party against the other to enforce its rights under this Agreement, the prevailing party shall also be entitled to recover from the other party its reasonable attorneys' fees and other costs associated with any such proceeding.

15. **Cooperation and Identification.** In the event Commission or Independent Contractor, or both, are involved in a dispute or litigation involving third parties arising from the provision of Services under this Agreement, Commission and Independent Contractor shall cooperate fully with respect to such dispute.

16. **Reasonableness and Severability.** Commission and Independent Contractor stipulate and agree that each and every paragraph, sentence, term and provision of this Agreement shall be considered independent, reasonable, and severable and that in the event a court finds any paragraph, sentence, term, or provision to be unreasonable, invalid, or unenforceable, the reasonableness, validity, enforceability, operation or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Agreement shall be construed in all respects as if the unreasonable, invalid, or unenforceable matter had been omitted.

17. **Non-Waiver.** The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue their rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

18. **Succession.** This Agreement shall inure to the benefit of and may be enforced by Commission, its successors and assigns, and shall be binding upon Independent Contractor, his executors, administrators, legatees and other successors in interest.

19. **Notices.** All notices required to be given under the terms of this Agreement or which either of the parties may desire to give hereunder shall be in writing, except as otherwise provided, and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the preamble of this Agreement, or to such other persons or addresses as either party shall furnish to the other in writing.

20. **Governing Law and Choice of Forum.** In the event of any dispute hereunder, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement. The parties expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in the State of Indiana.

21. **Modification.** This Agreement may not be modified or altered except by written instrument duly executed by Commission and Independent Contractor.

22. **Entire Agreement.** This Agreement contains the entire agreement of the parties

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

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

THE LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By: _____

Title: _____

JUDITH A. VAMOS

Exhibit A

WORK SCOPE: DUTIES AND RESPONSIBILITIES

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

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

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

2001 OPERATING BUDGET

Budget Code	Category	2000 Budget	2001 Budget
----------------	----------	-------------	-------------

ADMINISTRATIVE BUDGET

5801	Per diem expenses	\$16,000.00	\$16,000.00
5811	Legal Services	\$8,500.00	\$8,500.00
5812	NIRPC Services	\$125,000.00	\$125,000.00
	a) Basic staff support		
	b) Mileage/expenses		
	c) Room rental		
	d) Postage		
	e) Copying machine		
	f) Printing/graphics labor		
	g) Office supplies		
	h) Other		
5821	Travel and Mileage	\$14,000.00	\$14,000.00
5822	Printing and Advertising	\$5,000.00	\$5,000.00
5823	Bonds and Insurance	\$7,500.00	\$7,500.00
5824	Telephone Costs	\$7,000.00	\$7,000.00
5825	Meeting Expenses	\$8,000.00	\$8,000.00
SUB TOTAL		\$191,000.00	\$191,000.00

LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET

(Based on a 6 month budget-To be amended June 2001 following State budget passage)

5838	Legal Services	\$125,000.00	\$62,500.00
5840	Professional/Consultant Services	\$500,000.00	\$250,000.00
5841	Appraisal Services		

RECREATION REPORT

Wednesday, December 13, 2000

(Information in this report is from November 3, 2000 – December 8, 2000)

GENERAL STATEMENT:

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

RECREATION - PHASE 1.

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

A. OXBOW (Hammond)

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

B. GLEASON PARK (Gary Parks & Recreation)

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

C. LAKE ETTA (Lake County Parks)

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

D. CHASE STREET TRAIL (City of Gary)

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

RECREATION – GENERAL

A. We have an existing agreement with Gary for constructing the ramp down from the levee, West of Broadway.

- Agreements will be obtained for the remainder with INDOT and Gary
- We received a letter of response from INDOT on October 18 indicating no concerns regarding the crossing as long as we coordinate with the locals, and that a right-of-way permit with them would be required.
- **Had a meeting with Roland Elvambuena (Gary City Engineer) on December 6th, 2000, to remind them of our October 18th, 2000 request. We anticipate a response by the end of the year.**

B. LCRBDC is going to coordinate a revised recreation trail alignment at Grant Street.

1. The original plan was to run the trail South of the existing levee, along the East side of Gas City. They objected and we will facilitate a meeting.

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

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2. **A meeting is scheduled with Len McEnery (Gas City) General Manager during the week of December 11-15, 2000, for re-consideration.**

C. Tri-State recreational trail tie-in for the Highland/Wicker Park/Erie Lackawanna Trail Systems.

1. **Received modified real estate drawings from the COE on November 17th, 2000, and engineering drawings are under review. Recreation trail will be on landside. (Legals currently being completed.)**
2. **A coordination meeting was held with North Township to review upcoming construction design, appraisal process, and scheduling on August 30th.**
 - **It was mentioned to re-locate the trail from between the golf courses to the existing trail along the West and South boundaries.**
 - **North Township would not have a problem, but are awaiting information from INDOT for impacts to Indianapolis Blvd. R/W which would cause their existing trail to be re-located.**

D. A meeting was held with the COE on November 17th, 2000, to review West Reach recreation. (The minutes of this meeting are available upon request.)

1. **There was an article in The Times on November 21st, 2000, regarding recreation trails and funding and how all of the local trails could tie together.**

WEST LAKE LOCAL

A3

LOCAL REPORT

TUESDAY, NOVEMBER 21, 2000

THE TIMES

Hammond eyes bike path expansion

BY SHARON PORTA
Times Correspondent

HAMMOND — The public meetings are complete, a wish list has been compiled, and now Hammond is awaiting word on whether it will receive the funds necessary to expand its bike trail system.

NIRPC has \$3 million available to Hammond, with a local match that requires \$750,000. That grant has been applied for, with news of the award expected in 2001. The money will go toward tying Hammond's trails together for a longer segment, particularly using north-south connections.

"This is a concept plan, not de-

sign criteria," said parks administrator Curtis Vosti. "We will then go forward with specifics if we receive the grant."

Three public meetings were conducted this summer to receive input about a citywide bike trail system. Hammond has four trails: the George Lake trail, the Erie Lakawanna, the Oxbow Park trail and the Grand Calumet trail. These are small parts of what could be a comprehensive system that would eventually allow Hammond to tie into trails in South Chicago.

Throughout the hearing process, those attending requested such items as better signs, maintenance of overgrowth, mile

markers, emergency patrol boxes, water fountains, trash cans and benches. There will be three additional meetings in the spring of 2001 to discuss the comments received this summer.

"Safety has always been a big concern," Vosti said. "Hammond has regular police patrols not offered in other communities."

Plans call for Hammond to tie into bike trails in other cities, including Gary, East Chicago and the Highland path. These bike trails will be done in phases, with construction continuing through 2006. Hammond now has approximately 4.5 miles in bike trails.

See BIKE, A4

Bike

Continued from A3

The master plan calls for almost 20 miles.

"Right now, we're working on extending the Erie Lakawanna trail into Highland, and the link between Wolf Lake and Forsythe Park," said Stanley Dostatni, city engineer. "Eventually, we would like to connect all the parks in Hammond, and then connect the city into a master plan for this area."

A public hearing will be conducted at 6:30 p.m. Nov. 29 at the Hammond Civic Center to address the design criteria for the Wolf Lake and Forsythe connection.

"Through this plan, Hammond could have a bike trail system that is second to none for a community of our size," Vosti said.

LAND ACQUISITION REPORT

Wednesday, December 13, 2000

(Information in this report is from November 3, 2000 – December 8, 2000)

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

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

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

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

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

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

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

1. Project currently 98% complete.
2. Additional land will be required to extend a recreation trail off of the existing levee north of IUN to allow recreation trail users. (Refer to Recreation Report.)
3. **University Park Medical Center – Legals anticipated by December 8th, 2000 – appraisal process to begin then.**

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

1. The final inspection was made on May 18th, 2000 – completion and turnover anticipated by **December of 2000. (Refer to Engineering Report)**
2. The re-location of the recreation trail due to the crossing at Grant St. would require agreements with the Gas City Truck Stop and the city of Gary to be able to cross Grant St. at the light at 32nd Ave.
 - LCRBDC and COE are considering moving the trail farther east (nearer Gilroy Stadium) and coming south off the existing levee to 32nd Avenue. LCRBDC to facilitate a meeting with Gas City to ask for re-consideration of the trail location. (Ongoing)
 - This work to be done as part of an “East Reach catch all” scheduled for Spring 2001.

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

1. **Investigation into DC 517 will begin. This parcel is on project boundary line and may not be needed. Is an extensive relocation.**

STATUS (Stage III) – Chase to Grant:

1. Project completed on May 6, 1994.
Kiewit Construction – Contract price \$6,564,520
2. **Stage III drainage remediation is ongoing with the planning and engineering West of Grant and South of the line of protection.**
 - **We received a letter from the COE on November 20th, 2000, requesting our review of what real estate we own in this area.**

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

1. All easements obtained, utility re-locations completed, and construction started. Anticipated completion of project is **April 2001**.

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

1. Bids were reviewed and Dyer Construction is the contractor. Work started on May 23rd, 2000 – 450 days to complete project (see Engineering Report).

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

1. All construction is currently completed. Pump test has been completed. (Refer to Engineering Report)

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

1. Construction is **complete**. (Refer to Engineering Report)

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

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

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

1. Questions regarding real estate easements at the Tri State Bus Terminal have been addressed. (Refer to Engineering Report)
 - **We received modified real estate drawings from the COE on November 17th, 2000. Legal descriptions anticipated for completion by December 22nd, 2000. Then, the appraisal process will begin.**
2. A letter was sent to the COE on September 20th, 2000, enclosing information from DLZ indicating inaccuracies on background mapping West of Kennedy and North of the River. This includes Wendys, the Visitor Center, and WHITECO.
 - **The COE has agreed to eliminate the temporary easement in the lake at Whiteco property (DC 1103)**
 - **Wendy's will have (9) parking spaces taken at the South end of their property (DC-1104). COE reviewing possibility of changing easement requirements.**
 - **The South end of the Visitors Center parking lot will lose approximately 12 spaces – COE to consider changes to R.E. requirements.**
3. Appraiser John Snell of Indianapolis will complete Wicker appraisal for \$15,000. Contract was mailed December 7th, 2000.
 - **We received a copy of tree appraisal report from the COE on December 1st, 2000, which will be used in the appraisal.**

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

1. Letter was sent to appraiser Dale Kleszynski to complete a feasibility report ASAP – 30 days – on Woodmar Country Club. (Letter attached)
2. Attorney sent letter to COE on 12/4/00 requesting COE send the promised information about alternative floodproofing for Woodmar. COE had reported that alternative methods were considered in initial modeling and rejected. Woodmar attorney has requested that information.

2
3-5

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

1. We received a letter of request from the Hammond City planner on August 2nd regarding dates for acquisition for the Oak Brook Metro Development north of the river and east of Kennedy Avenue.
 - A coordination meeting was held on December 8th, 2000, with the developer, LCRBDC and the Hammond Planning Department to clarify real estate requirements, engineering and upcoming acquisition.
2. Requested modification on November 21st, 2000, on COE real estate drawings to avoid buying, or re-locating a billboard on the access roadway.
3. Sent a letter to the COE on November 20th, 200, requesting exceptions for real estate on temporary easements to eliminate the need to take pools, steps, etc.

STATUS (Stage VI – Phase 2) Liable to Cline – South of the River:

1. The Cline Avenue construction project has resulted in increased water on the 69 acre Liable to Cline mitigation tract. COE Environmental is reviewing feasibility of the site for mitigation.
2. We received a letter from Komark Business Co. on November 17th, 2000, regarding concerns of preliminary real estate design from the COE West of Cline and South of NIPSCO R/W.
 - We submitted this to the COE for consideration and review on November 28th, 2000.

STATUS (Stage VII) – Northcote to Columbia:

1. A public meeting will be scheduled with Hammond and Munster upon completion of 50% engineering review in November.
2. Review of real estate drawings was completed on December 8th, 2000, and were found to be totally inadequate – they were based upon FDM5.
 - The COE will submit revised real estate drawings prior to 100% B COE review.

STATUS (Stage VIII – Columbia to State Line (Both Sides of River))

1. We received a letter from Muta Advertising on August 22nd expressing concern for future development impacts on his property that would effect his comprehensive plan.
 - This was discussed at the Nov. 1 Technical Review Meeting and it was agreed to have a meeting with him after the COE completes hydrology review in this area.

STATUS (Betterment Levee – Phase 1) E.J. & E. Railroad to, and including, Colfax North of the NIPSCO R/W – Ditch is South of NIPSCO R/W from Arbogast to Colfax.

1. Construction started on July 28 (Refer to Engineering Report for details)

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

1. Current schedule is to advertise by July 2001; award contract by September 2001; and a construction start of October 2001 – 360 days to complete. (14 acquisitions remaining.)

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

1. DC748, owner Fred Jeffries, and DC743, owner Kirby Jeffries, have been relocated. Additional relocation benefits were necessary to complete the moves. Final report for Board approval forthcoming.

WEST REACH PUMP STATIONS – PHASE 1A

1. These stations include Baring, Hohman-Munster, Walnut and South Kennedy.
2. Refer to Engineering Report.

MITIGATION

1. We received a copy of a letter from the DNR to the COE dated November 16th, 2000, discussing potential sites, submitting recommended criteria, and discussing the upcoming matrix.

10-11



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

REPLY TO
ATTENTION OF:

November 20, 2000

Real Estate Division

SUBJECT: Stage III Drainage Remediation, Preliminary Real Estate

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

Dear Mr. Gardner:

Enclosed are Sheets RE-01, RE-02, and RE-03 titled Stage III Drainage Remediation, dated November 2000. This mapping shows added features such as a collector ditch, pump station, culverts, etc. Please have Jim and Judy review your ownership mapping to determine if additional real estate is required for this project.

Further questions may be directed to me at
312-353-6400, X-5005.

A handwritten signature in cursive script, reading "Emmett T. Clancy", is written over a horizontal line.

EMMETT T. CLANCY
Acting Chief, Real Estate Division

CF: PM-PM (SAMARA)



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

21 November 2000

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

CURTIS VOSTI, Secretary
Governor's Appointment

CHARLES AGNEW
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

ROBERT HUFFMAN
Governor's Appointment

JOHN MROGZKOWSKI
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

Mr. Dale Kleszynski, MAI, President
Associated Property Counselors, Ltd.
3027 Ridge Road
Lansing, IL 60438

Dear Dale,

RE: Woodmar Country Club Appraisal and Itemized Invoices:

As we discussed today on the phone I'm requesting in writing that you complete a Feasibility Report and the Appraisal on the Woodmar Country Club as soon as possible. The Feasibility Report should come first, possibly within the next 30 days. I'm including a new contract with this letter and will call you the week of 27 November 2000 to discuss details.

The LCRBDC Commissioners are making the request through me.

Secondly, I am making a request that you itemize future invoices as to date, time, time charged, and DC number (for the property). At our last Army Corps and LCRBDC monthly Real Estate meeting the Corps insisted that contractor billing be more tract specific for crediting purposes.

Thanks, Dale, for your cooperation. I'll be calling you.

Respectfully,

Judith (Judy) Vamos
Land Acquisition Agent

Attachment

ATTORNEYS AT LAW

CASALE. SKOZEN. WOODWARD & BULS, LLP

5201 FOUNTAIN DRIVE-SUITE A • CROWN POINT, IN 46307 • TELEPHONE: 219-736-2163 • FAX: 219-736-5025 • E-MAIL: thefirm@cswwblaw.com

LOUIS M. CASALE
JOSEPH M. SKOZEN
DAVID E. WOODWARD
DAVID A. BULS
LISA K. MISNER
JAMES M. SPIVAK
DAVID M. BLASKOVICH

JOSEPH L. SKOZEN
1915-1997

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENTZ
SUSAN M. SEVERA

December 4, 2000

Imad Samara
U.S. Army Corps of Engineers
111 North Canal Street
Suite 600
Chicago, IL 60606-7206

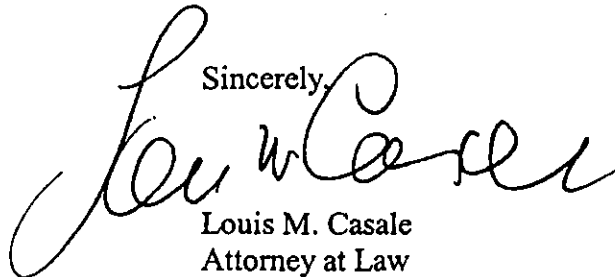
RE: Woodmar Country Club acquisition by the Little Calumet River Basin
Development Commission.

Dear Imad:

Enclosed please find the letter received by me from Ken Reed, the attorney for the Woodmar Country Club. You and I have discussed this matter on several occasions especially regarding the examination of potential construction alternatives pertaining to the Woodmar Country Club levee project. As you may recall, you have indicated that the Army Corps of Engineers has examined alternatives and, in fact, has had meetings with members of the Woodmar Country Club regarding same. You indicated that you would be providing me with documentation regarding these meetings and alternative plans. Please assemble the documentation and forward it to me at your earliest convenience so that I can review same and include it as a part of my file pertaining to this acquisition.

If there are any questions or I can be of any assistance, please do not hesitate to contact me.

Sincerely,



Louis M. Casale
Attorney at Law

LMC/amo
Enclosure
cc: Dan Gardner, LCRBDC

ABRAHAMSON, REED & ADLEY

ATTORNEYS AT LAW

200 RUSSELL STREET

HAMMOND, INDIANA 46320-1818

HAROLD ABRAHAMSON
KENNETH D. REED
MICHAEL C. ADLEY
SCOTT R. BILSE
JOHN P. REED

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

September 25, 2000

Louis M. Casale
Attorney at Law
5201 Fountain Drive – Suite A
Crown Point, IN 46307

In re: Woodmar Country Club – Little Calumet River Basin
Development Commission (Flood Control Project)

Dear Lou:

Enclosed find two drawings of Woodmar Country Club. The large acreage applies to the original Club property, which has existed essentially since 1925. The smaller piece refers to the "railroad property", which we acquired through some form of litigation and negotiation. The quality of our title is such that we have a better claim to the property than anyone else we can see on the horizon. It's about 7 acres in total size, and adjoins the property on the east boundary thereof, along Indianapolis Boulevard and the railroad tracks. Basically, we use a portion of the property for our rather narrow driving range.

As I understand it, you are going to find out from your "engineering people" if there is possibly some other way to accomplish the Little Cal project, to alleviate flooding of surrounding areas, without destroying four holes of the golf course for at least two seasons. To take four holes out of play for one season would potentially be horrendous; for two seasons I can tell you it would put us out of business. Even though a different mode of engineering might be a little more expensive, the cost of replacing Woodmar Country Club I think might be significantly more expensive. Basically, I don't see a decent approach to valuation coming out of comparable sales/market data research, or for that matter out of the capitalization of income approach. I think basically what we are talking about is replacement cost less depreciation, as the only realistic approach to assessment of damages. My objective is to enter into an amicable settlement. I think that

ABRAHAMSON, REED & ADLEY

litigation will be disastrous from both sides. We will help you with the Indiana Legislature in any way that we can. Thanks much.

Very truly yours,

A handwritten signature in black ink, appearing to be 'KDR', written in a cursive style.

Kenneth D. Reed

KDR:jf

cc: Richard Leonhard

November 21, 2000

Emmett Clancy:

On the Stage VI real estate drawing RE-03, it indicates that there is an existing billboard on the proposed access roadway west of the hotels (Nevada Avenue) coming south off of 179th Street. Would it be possible to modify this easement further to the west in order to avoid acquisition of this billboard from LAMAR Industries?

Jim Pokrajac

cc: Imad Samara
Tim Kroll
Jan Plachta



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

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DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

November 20, 2000

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

Dear Emmett:

At our November 14th Real Estate meeting, we discussed our request to modify (eliminate) portions of the temporary work area easements for six (6) property owners in Stage VI Phase 1 at North Drive, and in Stage V-2 west of Kennedy Avenue. Enclosed are portions of the real estate drawings and location surveys of these parcels as follows:

- Stage V-Phase 1 – DC1103 (WHITECO Industries, Inc.) – temporary is in the lake
- Stage VI Phase 1 – DC1041 (Karen T. Haynes) Swimming pool
- Stage VI Phase 1 – DC1036 (James K. & Billie J. Spence) Play area
- Stage VI Phase 1 – DC1033 (Bret R. & Nina J. Prather) Swimming pool
- Stage VI Phase 1 – DC1029 (Valentin Covarrubias) Dog run and shed
- Stage VI Phase 1 – DC1028 (James S. Castle) Two sheds

In the meeting, we had verbally agreed that we would eliminate portions of the above mentioned temporary work area easements. We would like to confirm with you that these will be modified accordingly prior to the appraisal process. Please review these on an individual basis and let us know as soon as possible in order that we may expedite the appraisal process.

Please confirm these modifications and if you have any questions regarding this request, please contact me.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.
cc:

William White
Imad Samara
Jan Plachta
Judy Vamos

KOMARK BUSINESS COMPANY

(Developers of Wildcat Highlands, Sanctuary & Summerhill)
P.O. BOX 1623 • LAFAYETTE, INDIANA 47902
(765) 423-1510 • (765) 423-1419 FAX

November 17, 2000

Mr. James E. Pokrajac
Agent Land Management & Engineering
Little Calumet River Basin Development Commission
6100 Southport Rd.
Portage, IN 46368

Dear Sir:

I have enclosed a copy of the plat of Phase III Sandalwood Subdivision. Please note in the northeast corner is located outlot B consisting of 2.30 acres. These boundaries were provided by the Army Corps of Engineers as to the location of the levee which traverses our property in order to benefit the Little Calumet River Basin project.

We have serious reservations about the location of the levee for the following reasons: As you can see the levee area comes remarkably close to our development especially east of lots 13-15. We were under the understanding that the levee would be located at or along the NIPSCO, I.D.O.T and Cline Avenue easements and rights of way. According to this plat the levee comes unacceptably close to these lots. We have and are presently marketing these lots as having an undisturbed nature preserve between the back property lines and Cline Avenue. Our entire marketing plan is based on the premises that a natural setting would exist behind lots 11-24. Accordingly, we are intending to obtain premium prices for these lots as they are being sold as "wooded."

It is essential that in the very near future we determine "what" and "where" with respect to this project. Is the levee actually going to be this wide? How high will it be? What "greening" will be done to the land side of the levee in order to mitigate the displacement of the wooded wetlands? Will there be grass, sod, bushes and trees?

Because we are in the middle of a marketing campaign, we need to know how to best inform and reinform our customers. I look forward to your prompt reply.

Respectfully,


Chris C. Kovich



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
Mayor of Gary's Appointment

CURTIS VOSTI, Secretary
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JOHN MROCZKOWSKI
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

November 28, 2000

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

Dear Imad:

Enclosed is a letter from Komark Business Company (Sandalwood Subdivision) addressing their concerns with the currently-proposed real estate requirements adjacent to their subdivision south of the NIPSCO right-of-way and west of Cline Avenue. Mr. Kovich attended our public meeting with the town of Highland on November 14th and questioned after the meeting what was going to be built and where it was going to be located. The enclosed letter and plat refers to Outlot "B" which is 2.03 acres and is shown as encroaching within 40-50' of the back of their proposed future development.

At this point in time, we have not received engineering or real estate drawings for this area and would ask for your consideration to minimize the real estate impact to this area. From our previous conversations, it was always my understanding that once the levee crossed south of the NIPSCO right-of-way, it would be as reasonably close to the NIPSCO and INDOT right-of-ways as possible to minimize the impact to the existing wetlands that are in this area. As the levee protection continues southward, the elevation of the levee relative to the adjacent land will decrease. With this decrease in elevation, the toe of the levee should not extend as far as some of these dimensions indicate. Before submittal of your 50% review drawings, which include the real estate drawings, we would again request your consideration to minimize this impact.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

sjm
encl.

cc: Emmett Clancy, COE
Tim Kroll, COE
Chris Kovich, Komark



Indiana Department of Natural Resources

Frank O'Bannon, Governor
Larry D. Macklin, Director
Executive Office
402 W. Washington St. Room W256
Indianapolis, IN 46204-2748
Ph: (317) 232-4020
Fax: (317) 233-6831

November 16, 2000

Mr. Phillip R. Bernstein
Chief, Planning Division
Department of the Army
Chicago District, Corps of Engineers
111 North Canal Street
Chicago, IL 60606-7206

And

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

Re: Conceptual Mitigation Plan
Little Calumet River

Dear Gentlemen:

This letter is a follow up to the field meeting of September 27 and 28 regarding potential sites for the habitat mitigation plan for the Little Calumet River Flood Control and Recreation Project. DNR representatives at the meeting included John Bacone, Director, Division of Nature Preserves and Bill Maudlin, Environmental Supervisor, Division of Fish and Wildlife. As requested by the COE and the LCRBDC, enclosed is a copy of DNR's list of recommended criteria to be used in determining the suitability of the potential sites being evaluated for inclusion in the final habitat mitigation plan.

It is our understanding that the COE will complete a more detailed matrix for each tract under review. For consideration during this evaluation, we have enclosed a completed draft matrix for each comprehensive proposal, one (1) for Lake Erie Land sites and one (1) for Shitley Heinze Environmental Fund sites.

Based on the field investigation and the evaluation of the attached criteria, it appears that the sites in the Shitley Heinze Environmental Fund proposal are best suited to qualify, wet forest habitat to meet DNR requirements.

As you are already aware, DNR requirements for habitat mitigation may differ from IDEM requirements. Please contact IDEM directly to verify their requirements for this project.

I hope our participation at the field meeting and our follow-up information is helpful. We are anxious to receive the final mitigation plan for review and approval.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and the role of the accounting department in ensuring the integrity of the financial statements. It emphasizes the need for transparency and accountability in all financial dealings.

2. The second part of the document outlines the various methods used to collect and analyze data, including surveys, interviews, and focus groups. It highlights the importance of using a mix of qualitative and quantitative research methods to gain a comprehensive understanding of the subject matter.

3. The third part of the document describes the process of data analysis, including the use of statistical software and the interpretation of results. It stresses the importance of being objective and unbiased in the analysis and of clearly communicating the findings to the relevant stakeholders.

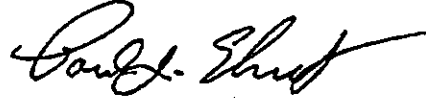
4. The fourth part of the document discusses the importance of ethical considerations in research and the need to obtain informed consent from all participants. It also outlines the various ways in which research findings can be used to inform policy and practice.

5. The fifth part of the document provides a summary of the key findings of the study and offers recommendations for future research. It concludes by emphasizing the importance of ongoing evaluation and improvement in all research endeavors.

Letter to COE and LCRBDC
November 16, 2000
Page Two

If you have any questions, please contact Ms. Jomary Crary at the Division of Water at 317-232-4160 or toll free at 877-928-3755 (1-877-WATER55).

Sincerely,



Paul J. Ehret
Deputy Director

PJE/MWN/JC

pc: Greg Moore, COE
Imad Samara, COE
Steve Davis, LCRBDC Commissioner/DNR
Bill Maudlin, DNR - Division of Fish and Wildlife
John Bacone, DNR - Division of Nature Preserves
Marty Maupin, IDEM

Enclosure

LAND MANAGEMENT REPORT

Wednesday, December 13, 2000

(Information in this report is from November 3, 2000 – December 8, 2000)

NON-PROJECT LAND MANAGEMENT

A. Handicapped-Accessible Park

1. A letter was received from attorney Casale on September 5th, 2000, enclosing a letter from the State Board of Accounts with clarifications on why this project need not be bid.

B. Chase Street to Grant Street land management issues

1. A coordination meeting was held with the COE, GSD, and the LCRBDC on **November 16th, 2000** to review ongoing drainage concerns in this area. **(Refer to Engineering Report.)**
2. We received a request on Oct. 18 from Century 21 (Powers Realty) to purchase 57 acres of our land south of 35th between Chase and Grant. Realtor's client is eager to purchase the land (Con-Way Central Express)
3. **Realtor Rufus Sease had bid for the area. Dan spoke with Gary representatives who expressed views that no new truck stops or businesses would be welcome in the Grant Street area.**

PROJECT RELATED LAND MANAGEMENT

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

1. It is anticipated to start accepting levee segments (after inspections are completed and found acceptable) as early as September 2000.
2. **LCRBDC had a conference call with the COE on November 21st, 2000, regarding turnover of levee segments for our O & M responsibility.**
 - **We agreed, procedurally, that we would initially inspect and accept the projects on an individual basis to relieve the contractor of his obligations. However, we will require a procedure to mutually sign off with the COE to accept O & M responsibility.**
3. **We received O & M manuals from the COE on November 21st, 2000, for Stage II-3C2 (Grant to Harrison).**
4. Although we have not accepted any levee segments for O & M, we have assumed responsibility for mowing all of the completed East Reach segments due to local complaints and for better recreational trail usage.
 - **At the Nov. 1 Technical Review meeting, the COE agreed to send the LCRBDC a letter regarding controlled burns for completed levee segments. (Still awaiting as of December 8th, 2000.)**

B. Mitigation (entire project area)

1. To review the LEL and Shirley Heinze bids, the new "team" (approach) of IDEM, IDNR, COE, and LCRBDC staff met on Sept. 27, 2000 to discuss mitigation and walk the submitted bid lands. **COE representative, Greg Moore reported at monthly Real Estate meeting on December 6th, 2000, that team members have expressed verbal approval of the matrix. He will have each sign the document then distribute to LCRBDC before the December 13th, 2000 Commissioner's meeting.**

C. Emergency Management

1. A coordination meeting was held with the COE, Lake County Emergency Management, the USGS, and representatives from Hammond and Gary on June 27th, 2000 to review new monitoring software and provide technical training.
2. It is our intent to update the current computer equipment for the city of Hammond and to install the new equipment for monitoring for Gary at the Gary Sanitary District no later than the end of November.
 - It is our understanding that the GSD will expect compensation for monitoring river levels as part of the emergency response participation plan.
 - We will be approaching the city of Gary to discuss not only this situation, but overall participation by the city of Gary and GSD to help with O&M responsibilities after we start accepting segments.
3. LCRBDC is still reviewing COE mapping which shows locations of emergency management equipment. A plan to coordinate each community flood event response needs to be formulated.
4. A meeting was held with Jeff Kumorek (Gary Civil Defense Asst.) on Oct. 19 to review closure structures and discuss the city of Gary emergency response plan (currently being redone – 9 yrs. old)
5. **The Metropolitan Water Reclamation District of Greater Chicago (MWROGC) is proposing a plan to access Thorn Creek and Little Calumet River USGS gauges. In the event of a flood or operational shutdown. MWROGC will use a phone system to access information used to control inlet structure gates.**

D. Landscaping

1. It has been established in all contracts since June 3, 1999, that the contractor will assume all responsibility for a period of three years after planting to assure the native grasses, plantings, shrubs, or bushes on the levees will flourish.
 - **This is currently in Corps specifications.**

E. Lake Erie Land Company

1. **Northwest Indiana River Corridor Partnership is still working on a map of mitigation areas. No date for December meeting set.**

F. A meeting was held with **Ed Marcin** of the Lamar Advertising Company (formerly WHITECO) on January 28th, 2000, **to discuss new leases and potential impacts in Stage V Phase 2.**

1. A new balance will be calculated (formerly \$124,825) for removal of WHITECO signs for our project and we will pay this off as per a previous motion by the commissioners.

- **Lamar has experienced some internal changes but will submit a new balance by the end of December.**

G. Gary Sanitary District (White River Environmental Partners (WREP)) O&M

1. A field meeting was held with Dean Button (WREP) on August 24th to review security for all (4) east reach pump stations. The LCRBDC has agreed to install fencing and locks as necessary to secure the stations and their equipment.

- **Agreements were signed with the Hammond Fence Company for \$5,000 to provide security for the Broadway, Burr and Grant Streets pump stations. Work will start December 6th, 2000 and anticipated completion by December 22nd, 2000.**

General:

1. **We currently have \$58,750 in annual leases and anticipate four (4) additional signs in 2001 for an additional total that could be \$10,000, for a new total of \$68,750 annually.**

2. **We received a check for \$6,250 for farming our land between Chase & Grant from the Bult brothers on November 29th, 2000, based upon our agreement to receive \$62.50 per acre of tillable land.**

3. **The Flying J Travel Plaza (truck plaza) has requested and received an "administrative review" hearing, which is set for December 12, 2000. INDNR had denied a floodway permit to them and they want to present a revision to their flood model.**



ENGINEERS
CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.

303 East Wacker Drive

November 13, 2000

Suite 600

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

Chicago, IL 60601-5276

Subject: Proposed USGS Gate Data Access

Dear Mr. Gardner;

Phone: (312) 938 0300

The attached document presents the Metropolitan Water Reclamation District of Greater Chicago's (MWRDGC) proposed plan to access the Thorn Creek and Little Calumet River USGS gages. The proposed plan includes the events that MWRDGC will notify you of reservoir operations. This proposed plan is based on the discussions at the Chicago District Corps of Engineers offices on September 28, 2000.

Fax: (312) 938 1109

If you have any questions or comments regarding this proposed access plan, please contact myself or Mr. John Morgan at (312) 938-0300.

Very truly yours,

CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.



G. Nicholas Textor, P.E.
Vice President

cc: Mr. Frank Gaweda, MWRDGC
Mr. Imad Samara, US Army Corps of Engineers

MWRDGC Gage Access

MWRDGC proposes to access the Thorn Creek at Thornton and Little Calumet River at South Holland USGS gages via phone from the Thornton Transitional Reservoir control system. There are two scenarios envisioned when MWRDGC would access the USGS gages for gage information.

The first and primary scenario would be to access the gages during a flood event to assist in the operation of the Thornton Transitional Reservoir. The control system would dial the USGS Thorn Creek and Little Calumet River gages whenever the stage at the MWRDGC Thorn Creek at the Tri-State Tollway or Little Calumet River at Sibley Boulevard exceeds the initial warning level. This gage access would occur approximately every 20 to 30 minutes. The control system would dial the phone number at the gage to receive the latest gage reading. This information will be displayed at the Calumet Treatment Plant operation room and at the Thornton Transitional Reservoir inlet structure. The gage data will be used as backup or supplementary information to the MWRDGC gage data in the operation of the inlet structure gates.

The second scenario would be when the MWRDGC Thorn Creek and Little Calumet River gages are not functioning. The control system will dial the gages on a periodic basis when data is not available from the MWRDGC gages. The Calumet Treatment Plant operators will control the frequency of the calls. Rainfall amounts, weather forecasts, radar images, and other operational data will be used to determine when the gage data is required.

MWRDGC proposes to notify the Little Calumet River Basin Development Commission or its designee of the operational status of the Thornton Transitional Reservoir. The operational notifications proposed here are for the Thornton Transitional Reservoir. The operational notifications will be modified when the Chicago District, U.S. Army Corps of Engineers develops the operational plan for the future Composite Reservoir that will replace the Transitional Reservoir. This is expected to occur in 2013.

Notifications for the Thornton Transitional Reservoir would be issued at the following points in time:

1. Begin Operation – MWRDGC has begun opening the inlet structure gates to divert water into the reservoir.
2. End Operation – MWRDGC has closed the gates at the inlet structure.
3. Reservoir Full – The Thornton Transitional Reservoir has reached capacity and the inlet structure gates will be closed.

MWRDGC proposes that if the Thorn Creek and Little Calumet River USGS gages are not functioning, the Little Calumet River Basin Development Commission or its designee can contact the Calumet Treatment Plant operators for the MWRDGC Thorn Creek and Little Calumet River gage readings via phone.

10

2000

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Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

EMERSON DELANEY, Chairman
Governor's Appointment

WILLIAM TANKE, Vice Chairman
Porter County Commissioners' Appointment

ARLENE COLVIN, Treasurer
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JOHN MROCZKOWSKI
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

November 10, 2000

Mr. Jesse Huskissan
HAMMOND FENCE COMPANY
5720 Columbia
P. O. Box 514
Hammond, Indiana 46320

Dear Jesse:

Enclosed please find three signed copies of the agreement for services for fencing installations in the city of Gary, Indiana. Please sign all copies and return two copies to us for our file and retain the other copy for your file. Please send proof of insurance naming the Development Commission as co-insured. Once we have received the signed copies and proof of insurance from you, you may proceed with the work, as per your proposals.

If you have any questions, please call me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/
Engineering

/sjm
encl.

CURRENT LEASES - 2000

<u>Leasee</u>	<u>Lease Agreement</u>	<u>Yearly Income</u>
Ed & Tim Bult	\$6,500 per year	\$ 6,500
Chase Street Farm Stand	\$1,700 per month	\$20,400
Chicago Towers	\$1,400 per month	\$16,800
Berkheimer	\$2,400 per year	\$ 2,400
Mike & Melinda Adams	\$300 per month	\$ 3,600
Village Shopping Center	\$200 per year	\$ 200
5 LAMAR signs (formerly WHITECO)		
Sign #2312	\$ 250 per year	\$ 250
Sign #2314	\$ 800 per year	\$ 800
Sign #2316	\$ 600 per year	\$ 600
Sign #2360	\$3,300 per year	\$ 3,300
Sign #2629	\$3,300 per year	\$ 3,300
CURRENT TOTAL		\$58,150/yr

UPCOMING POTENTIAL LEASES ANTICIPATED FOR 2001

4 LAMAR signs		
Sign on Marie Ewen parcel	\$ 2,500/yr.	
Sign on Harry Ewen parcel	\$ 2,500/yr.	
Sign on David Ewen parcel	\$ 2,500/yr.	
Sign on 29 th & Hanley parcel	\$ 2,500/yr.	
POTENTIAL FUTURE TOTAL		\$10,000/yr
TOTAL INCOME ANTICIPATED		\$68,150

4504 E. 153 RD AVE
HEBRON, IN 46341

ED & TIM BULT FARM

November 29, 2000

LITTLE CALUMET RIVER BASIN

JIM POKERJACK

THE CROP YEAR OF 2000 WE PLANTED AND HARVESTED A 100 TILABLE ACRES OF THE LITTLE CALUMET RIVER BASIN PROPERTY. ACCORDING TO OUR ACRE COUNTER ON THE PLANTER AND COMBINE WE CAME UP WITH 100 ACRES. THERE WAS 32 ACRES ON THE SOUTH SIDE OF 35TH ST. AND 68 ACRES ON THE NORTH SIDE OF 35TH ST. DUE TO FLOODING, WE LOST 15 ACRES, WHICH WAS CAUSED BY RESTRICTION/DEBREE IN THE DITCH ON THE NORTH SIDE OF THE PROPERTY.

Sincerely,

ED & TIM BULT
FARMERS

⁸
THIS CALCULATES TO 6,250 total
BASED UPON OUR AGREEMENT TO
RECEIVE 62.50 / TILLABLE ACRE.

**Administrative Cause
Number: 00-2146**

FILED

NOV 15 2000

**Natural Resources Commission
Division of Hearings**

November 14, 2000

Stephen L. Lucas, Director
Division of Hearings
Room W272
402 West Washington Street
Indianapolis, IN 46204

**RE: Flying J Travel Plaza - Lake Station, Indiana
FW-20195 Appeal Request**

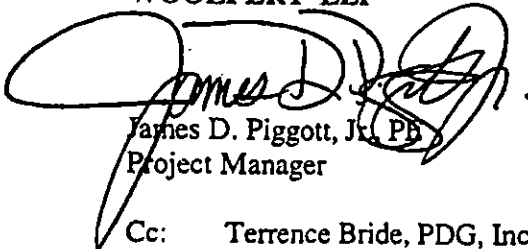
Dear Mr. Lucas:

We would like to formally request an Administrative Review for our floodway permit # FW-20195 which was denied on November 3, 2000. It is our opinion that the modeling submitted was not given sufficient time for a thorough review by the technical staff, nor were we given sufficient time to supply revisions to the model. Our application was submitted on November 9, 1999, and was deemed to be administratively complete. Technical Assessment was requested on January 21, 2000. No Comments were received until October 12, 2000. We had made adjustments to our proposed model that we believe to be correct. The technical reviewer did not agree with our methodology and we requested further discussion from the supervisor. We did not receive any communication from the technical branch until we were given a denial dated November 3, 2000. The denial states "the project will adversely effect the efficiency of, unduly restrict the capacity of, the floodway". In reality, DNR's own calculations indicate a rise of 0.17 feet in only one cross-section. If 0.14 rise is allowable, then we believe that by careful modeling, we can bring this one cross-section into compliance, and we would request that we be allowed to submit one more revision to our flood model for review.

I trust that our request for an Administrative Review will be granted in a timely manner. If you have any questions or comments, please contact me at this office.

Sincerely,

WOOLPERT LLP


James D. Piggott, Jr., PE
Project Manager

Cc: Terrence Bride, PDG, Inc.
Brian Jansen, Woolpert, LLP



WOOLPERT LLP

7140 Waldemar Drive

Indianapolis, IN 46268-4192

317.299.7500

Fax: 317.291.5805

www.woolpert.com

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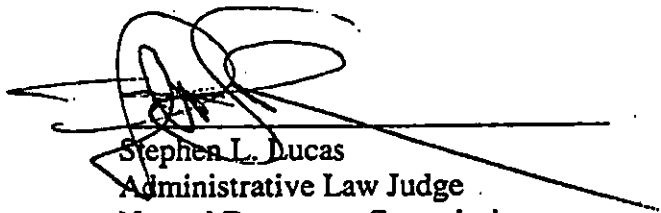
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You are notified in accordance with IC 4-21.5-3-18(d)(8) that a party who fails to attend or participate in a prehearing, hearing, or other later stage of the proceeding may be held in default or have a proceeding dismissed under IC 4-21.5-3-24.

Dated: November 27, 2000



Stephen L. Lucas
Administrative Law Judge
Natural Resources Commission
Indiana Government Center South
402 West Washington Street, Room W272
Indianapolis, IN 46204

(317) 233-3322

A copy of the foregoing was sent to the following:

James D. Piggott, Jr., PE
Project Manager
Woolpert LLP
7140 Waldemar Drive
Indianapolis, IN 46268-4192

Carrie Doehrmann
Chief Legal Counsel
Department of Natural Resources
Indiana Government Center South
402 West Washington Street, Room W256
Indianapolis, IN 46204

cc: James Hebenstreit, DNR Division of Water
Bill Maudlin, DNR Division of Fish and Wildlife
Stephen Davis, DNR Division of Water (Michigan City)



MEMORANDUM

FROM: Stephen L. Lucas *SL*
Administrative Law Judge

TO: Potentially Interested Persons

SUBJECT: *Flying J Travel Plaza v. Department of Natural Resources*
Administrative Cause No. 00-214W
(FW-20,195)

DATED: November 30, 2000

Upon my request, the Department of Natural Resources, Division of Water, provided a copy of its service list of potentially interested persons with respect to review of a floodway license (FW-20,195) sought for activities at Lake Station, Indiana. You are included on the list.

Flying J Travel has sought administrative review of the DNR's decision concerning FW-20,195, and a proceeding has been initiated as Administrative Cause No. 00-214W before the Division of Hearings, Natural Resources Commission. Copies of documents in the proceeding are enclosed.

This information is being provided to you as a courtesy. If you wish to be retained on the service list of the NRC's Division of Hearings, write or telephone our office at the address shown below by December 11, 2000. When doing so, please provide your name and current address and reference Administrative Cause No. 00-214W.

Division of Hearings
402 W. Washington St., Rm. W272
Indianapolis, Indiana 46204
(317) 232-4699
Fax: (317) 233-2977



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

REPLY TO
ATTENTION OF

11 December 2000

Environmental and
Social Analysis Branch

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

RE: Results of an interagency evaluation of potential properties to determine their suitability as mitigation lands for impacts incurred by the Little Calumet River flood control project.

Dear Mr. Gardner,

On 27 and 28 September 2000, representatives of IN-DNR, IDEM, USFWS and USACE visited and evaluated several tracts of land to determine their suitability to mitigate for the impacts of the Little Calumet River flood control project. The results of that evaluation are shown in the accompanying two-page table.

The assigned mitigation cost rank is based upon 1) the compatibility of hydrology and soils to the plant community types to be restored, 2) to the proximity of natural areas, high quality habitats or areas holding native plant diversity, 3) to the presence of on site or adjacent native seed banks and 4) to the presence of on site or adjacent invasive/exotic weed species. The assumption here is that mitigation on appropriate soils and hydrology near existing high quality habitat in the absence of a significant invasive/exotic species problem will be inherently more stable and will lead to significantly reduced costs of both implementation and perpetual maintenance. In fact, several of the tracts listed on the table are showing oak and graminoid community reproduction.

During this field meeting, two contradictory agency requirements became apparent. While all, or virtually all, of the soils in the Hobart Marsh area are predominantly wet, not all of those soils are hydric. While IDEM requires that hydrology be restored to a certain number of acres of hydric soil, IN-DNR requires a specific number of acres of oak dominated forested wetland plant communities, which will not succeed on hydric soil.

As a solution to this dilemma, IDEM recommended rewetting a number of acres of hydric soils near the Little Calumet River in order to satisfy their hydric soil requirement. This could be accomplished by breaking field tiles, plugging drainage ditches or notching existing privately constructed levees, between Chase and Grant Streets for example, or in some other suitable area. IDEM requires no additional planting or stewardship. Meeting this requirement will permit the planting of the oak dominated forested wetland required by the IN-DNR in the non-hydric soils at Hobart.

The precise acreage requirement will arrive soon under separate cover from IDEM, who assured us that the number will not exceed, or even approach, the approximately 195 acres in the agricultural field located between Chase and Grant Streets.

Thank you for all of your assistance, Dan. If you have any questions, please call Greg at 312/353-6400 extension 2019.

Sincerely,

Original Signed
Philip R. Bernstein
Chief, Planning

DESCRIPTIONS OF SOIL TYPES

Blount silt loam (BIA)

On this soil, runoff is slow, and the erosion hazard is slight. Included with this soil in the mapping are small areas of gently sloping Morley silt loam on slightly elevated rises and of Pewamo silt loam in depressions. Also included are small areas of a soil that is mostly gray near the surface. The major limitation is wetness, but it can be overcome by establishing and maintaining an adequate drainage system.

Bono silty clay (Bn)

This soil occurs on broad, depressional flats in the old Chicago Lake Plain area. Included with this soil mapping are small areas of nearly level Milford silty clay loam. Wetness is the major limitation. Because Bono silty clay remains wet until late spring, field operations are delayed. Bono soils have high available moisture capacity and organic matter content. The water table is at or near the surface in spring.

Del Rey silt loam (De)

Included with this soil mapping are small areas where the surface layer is loam. Also included are small areas of nearly level Milford silty clay loam, Del Rey silt loam-dark colored variant, and Bono silty clay. Wetness is the major limitation. Surface runoff is very slow or ponded; and internal drainage is also very slow.

Elliott silt loam (El)

Included in this soil mapping are small areas of Markham silt loam that have slopes of less than 2% and of Pewamo silty clay loam in depressions. Also included are small areas of Markham silt loam-2-6% slopes. Other inclusions are some areas where Elliott silt loam is eroded and other areas where it has slopes of more than 2%. Runoff is slow and the erosion hazard is slight. Wetness is the major limitation. An adequate drainage system is needed to remove excess water.

Linwood muck (Lm)

Included with this soil mapping are small areas where muck is less than 42 inches thick over clay, sand or marl. Also included are areas where the surface layer contains silty material washed from eroded slopes. Other inclusions are in areas where the muck is deeper than 42 inches. A high water table is the main limitation. Runoff is very slow or ponded. A suitable drainage system is needed to remove excess water for agriculture, but an adequate outlet is often difficult to establish. This soil type is subject to wind erosion if the surface layer becomes dry and is not protected by cover

Marsh (Mh)

Marsh (Mh) occupies shallow lakes and ponds that may be dry during years of less than normal precipitation. Most areas of Marsh, however, remain wet all year. Cattails, rushes, sedges, willows and other water tolerant plants grow abundantly on Marsh, and these areas are well suited to wildlife. Marshes provide refuge for wild fowl, and muskrat and mink find habitat in the larger marshes.

Maumee loam fine sand (Mm)

The Maumee series consists of deep, very poorly drained, course-textured and medium-textured soils. These soils are on broad, depressional outwash plains. Maumee soils formed in course-textured outwash material. Typically the surface layer is black loamy fine sand about 16 inches thick. The subsoil, about 23 inches thick, is mottled with grayish-brown and dark gray. The upper 5 inches of the subsoil is black loamy fine sand. The lower part is light brownish-gray fine sand. Maumee soils are high in organic matter content and natural fertility and have good tilth. These soils have low available moisture capacity. Permeability is very rapid, and surface runoff is very slow. Because these soils have a high water table in spring, a suitable drainage system that combines open ditches, tiles and water table control structures is needed if crops are to grow well. Maumee loamy fine sand (Mm) has a profile described as typical for the series.

Milford silt loam overwash (Mo)

This soil has a profile similar to that described as typical for the series, except that the surface layer of this soil is silt loam instead of silty clay loam. It is underlain by silty clay loam of clay loam glacial till or lacustrine material. The silt loam extends from the surface to a depth of 8 to 20 inches. Included with this soil mapping are small areas where the dark colored layer extends to a depth of 28 inches. Also included are areas of Del Rey silt loam, Pewamo silt loam and Rensselaer loam. Wetness is the major limitation, and an adequate drainage system is needed for agriculture.

Morley silt loam, 2-6% slopes (MuB)

This soil lies along drainage ways and streams or on small knolls and is deep, moderately well drained and medium to moderately fine textured. Typically, the surface layer is silt loam about 8 inches thick. The uppermost 6 inches is dark grayish brown, and the lower part is brown. The subsoil extends to a depth of 44 inches and has a few small pebbles scattered throughout. The uppermost 7 inches is firm, yellowish-brown silty clay loam. The middle is very firm, yellowish-brown silty clay mottled in the lower part with grayish-brown. The lower 17 inches of the subsoil, mottled with yellowish and brownish colors, is grayish-brown, very firm silty clay that grades to firm silty clay loam. The subsoil is strongly acid to a depth of 27 inches, is slightly acid at that depth and is moderately alkaline below a depth of 36 inches. Morley soils have high available moisture capacity.

Morley silty clay loam, 6-12% slopes (MvC3)

This soil lies along drainageways or in depressions. It has a profile similar to that described for the series except that erosion has removed most of the surface layer and, in places, some of the subsoil. The plow layer consists mostly of yellowish-brown silty clay loam from the subsoil and remnants of the original grayish-brown surface layer. The depth to limy silty clay loam is about 20 inches.

Oakville-Tawas complex, 0-6% slopes (OkB)

This complex consists of very poorly drained and excessively drained soils that are formed in organic materials and in sandy mineral soil materials. The soils in this complex have strongly contrasting properties. The complex is about 45% Oakville fine sand and about 45% Tawas muck. The rest consists of included areas of Maumee loamy fine sand and gently sloping Oakville fine sand. The acreage extends in the same general direction as the shores of Lake Michigan and is characterized by a pattern of long, narrow, parallel ridges and sloughs. The alternating strips are 100 feet wide. The excessively drained Oakville fine sand is on the elongated ridges, and the very poorly drained Tawas muck is in the sloughs. The major hazards on the higher elevations are droughtiness and soil blowing because the Oakville soils are low in organic matter content, have very low available moisture capacity and are very rapidly permeable. The major limitation in the depressions is wetness. In about half the acreage of the complex, the soils area stabilized by trees and grasses. The rest of the acreage is grassy marsh.

Pewamo silty clay loam, calcareous variant (Pe)

This soil is in the depressions of the Little Calumet River. Included with this soil mapping are small areas that have a loam surface layer; areas where there is a thin layer of loam or fine sandy loam in the subsoil; and small areas of nearly level Rensselaer loam, Milford silty clay loam, Pewamo silty clay loam and Del Rey silt loam. Wetness is the major limitation. A suitable drainage system is difficult to establish because outlets are not adequate in most places.

Pewamo silty clay loam (Pc)

This soil is nearly level or depressional occupying swales, narrow drainageways and broad flats. Included with this soil mapping are small areas of nearly level Elliott, Markham, Blount, and Morley lilt loams. In some areas bordered by eroded soils, there is a silt loam mantle as much as 6 inches thick. Also included are areas of marsh. Wetness is the major limitation. Runoff is very slow or ponded in the more level areas, but medium or rapid in the narrow drainageways where the adjacent soils are gently to moderately sloping. Most areas are cultivated, though a few remain in trees.

Rensselaer mucky loam, sandy substratum (Rr)

The Rensselaer series consists of deep, poorly drained, medium textured soils. These nearly level or depressional soils occur on lake and outwash plains. They formed in moderately fine textured lacustrine deposits or glacial outwash underlain by interbedded fine sand and silt. Typically, the surface layer is black and about 14 inches thick. The uppermost 10 inches is loam and the lower part is clay loam. This soil (Rr) occupies the lowest depressional areas of the glacial outwash plain north of the Kankakee River. It has a profile similar to that described as typical for the series except that from 8 to 12 inches of muck is on the surface while the underlying material, at a depth of from 40 to 60 inches, is fine and course sand mixed with fine gravel. The profile of this soil also differs in that it contains more sand than is typical. The major limitation to agriculture is wetness. A suitable drainage system is difficult to establish because outlets generally are not adequate. Runoff is very slow or ponded, and internal drainage is very slow.

Warners silt loam (We)

The Warners series consists of deep, very poorly drained mineral soil over marl. These soils are on depressional lake plains. Warners soils formed in 16 to 40 inches of medium-textured mineral soil material over highly calcareous marl. In a typical profile the mineral soil material is silt loam about 16 inches thick. The uppermost 7 inches is black while the lower part is very dark gray. The mottled underlying material is gray marl about 14 inches thick. Below the marl at a depth of 30 inches is mottled light gray marly fine sand. Warners soils are high in organic matter content and available moisture capacity. Surface runoff is very slow to ponded. Permeability of the marl is slow. Wetness is the major limitation to agricultural use, and crops cannot grow well on these soils if management does not include a suitable drainage system. Because Warners soils are in low-lying areas, drainage outlets are difficult to establish.

Watseka loamy fine sand (Wk)

The Watseka series consists of deep, somewhat poorly drained, course-textured soils. These soils are generally nearly level and occur on outwash plains. Watseka soils developed in medium acid to neutral, sandy material derived from glacial drift that has been reworked by wind. Included with this soil mapping are areas where the surface layer is dark gray to brown fine sand or fine sandy loam. Also included are small areas of Maumee loamy fine sand, Gilford fine sandy loam and Wauseon fine sandy loam that are all nearly level.

Watseka loamy sand, moderately deep variant (Wl)

Included with this soil in mapping are small areas where the surface layer is fine sandy loam that is dark gray to grayish brown. Also included are areas of Brady fine sandy loam, Watseka loamy fine sand and Wauseon fine sandy loam. Wetness is the major limitation. This soil is well suited to cultivated crops if adequately drained.

Wauseon fine sandy loam (Wo)

Included in this soil mapping are small areas where the surface layer is loam or loamy fine sand that is dark gray to grayish brown. Also included are areas of Maumee loamy fine sand, Gilford fine sandy loam and Watseca loamy fine sand. Wetness is the major limitation. Because of the high water table, this soil is not suited to deep-rooted plants.

LITERATURE CITED

Persinger, I.D. 1972. Soil survey of Lake County, Indiana. United States Department of Agriculture Soil Conservation Service. 94 pp, plates.

VAN TOUR OF COMMISSION PROJECT
SATURDAY, NOVEMBER 18, 2000

Meet at Cracker Barrel north end of parking lot at 8:30 a.m.

- Broadway south to I.U. parking lot area – Courtwright's natural planting
 - 30th Avenue future driving area
- Grant north exit – M.C. Bennett Park, greenhouse, proposed development by City
- Grant Street corridor – Drainage/pump station
- 35th & Chase Street – Storage area at Chase Street Produce, Stan Stann the Radio Man, area where Mr. Cease was interested in.
 - North on Chase – Recreation trail, Lyles encroachment, original Chase/Grant mitigation area
- Drive levee – Chase Street to Clark
- Lake Etta (New pavilion, our recreation improvements)
- 29th & Hanley mitigation area
- IV-1 N&S construction area
 - construction at Calhoun and construction at Colfax
- WIND property
- West to Arbogast on NIPSCO R/W – behind Mansards Apartments (Betterment levee)
- Griffith Industrial Park – completed Kortenhoven levee
- Cline Avenue frontage road – Liable/Cline mitigation
 - future VI-2 construction
- Carlson/OxBow park area
- Wicker Park/Woodmar Country Club drive through



**HAPPY HOLIDAYS
TO YOU AND YOUR FAMILY**

**PLEASE JOIN US FOR COCKTAILS & DINNER
FOR YOU AND YOUR SPOUSE/GUEST**

**FOLLOWING LCRBDC MEETING
WEDNESDAY, DECEMBER 13
(APPROX. 7:30 P.M.)**

**INNSBROOK COUNTRY CLUB
6701 TAFT STREET (Route 55)
MERRILLVILLE, IN**

**COMPLIMENTS OF LCRBDC
& R. W. ARMSTRONG**

**RSVP TO SANDY
219/763-0696**

2000 OPERATING BUDGET

Budget Code	Category	1999 Budget	2000 Budget
<u>ADMINISTRATIVE BUDGET</u>			
5801	Per diem expenses	\$16,000.00	\$16,000.00
5811	Legal Services	\$8,500.00	\$8,500.00
5812	NIRPC Services	\$125,000.00	\$125,000.00
	a) Basic staff support		
	b) Mileage/expenses		
	c) Room rental		
	d) Postage		
	e) Copying machine		
	f) Printing/graphics labor		
	g) Office supplies		
	h) Other		
5821	Travel and Mileage	\$14,000.00	\$14,000.00
5822	Printing and Advertising	\$5,000.00	\$5,000.00
5823	Bonds and Insurance	\$7,500.00	\$7,500.00
5824	Telephone Costs	\$7,000.00	\$7,000.00
5825	Meeting Expenses	\$8,000.00	\$8,000.00
SUB TOTAL		\$191,000.00	\$191,000.00

LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET

5838	Legal Services	\$125,000.00	\$125,000.00
5840	Professional/Consultant Services	\$500,000.00	\$500,000.00
5841	Appraisal Services		
5842	Engineering/design services		
5843	Land Purchase contractual services		
5844	Land management services		
5845	Facilities/project maintenance services		
5846	Operational services		
5847	Surveying services		
5848	Economic/marketing sources		
5860	Project Land Purchase Contracts	\$1,965,484.00	\$807,630.00
5861	Property & Structures costs		
5862	Moving/relocation costs		
5863	Real Estate Taxes owed account (pass through account)		
5881	Property/Structure Insurance	\$25,000.00	\$25,000.00
5882	Utility Relocation Costs	\$200,000.00	\$200,000.00
5883	Land Capital Improvements	\$250,000.00	\$250,000.00
5884	Structures Capital Improvements	\$25,000.00	\$25,000.00
5892	Project Cost Share Payments/Escrow Account (\$1,401,179.51)		
SUB TOTAL		\$3,090,484.00	\$1,932,630.00

TOTAL BUDGET **\$2,123,630.00**

*Project Land Acquisition/Development Budget Fund Parameters

Based On:

Remaining allocated funds - 97/99	\$432,630.00
Allocated - 99/01	<u>\$1,500,000.00</u>
Total Available	<u>\$1,932,630.00</u>

Parcel Name	Acres	Mitigation Type	Soil Types ^{1/}	% Hydric Soil	No. Hydric Soil Acres	Hydrology: Support forested wetland type?	Hydrology: Support graminoid type?	Soils: Support forested wetland type?	Soils: Support graminoid type?	Proximity to native plant diversity	Adjacent seed banks	Potential for Habitat Diversity	Invasive/exotic species presence	Meets DNR Req.	Meets IDEM Req.	Mitigation Cost Rank ^{2/}
Project Area Tracts																
Liable and Cline	125	Enhancement	Pc, Wo	100	123	No	Some	No	Yes	No	No	No	Yes	No	Yes	5
29 th and Hanley	17	Enhancement	Mm, Wk	45	8	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Partial	3
Proj. Area Ac. Subtotal	140				131											
Lake Erie Bands Tracts																
Clay Street West	179	Resto/Enh.	Mm, We	100	179	No	Yes	No	Yes	No	No	No	Yes	No	Yes	5
Clay Street East	32	Restoration	We	100	32	No	Yes	No	Yes	No	No	No	Yes	N/A	Yes	5
LEL Acreage Subtotals	211				211											
Shirley Heinz Environmental Fund Tracts																
Burr Oak Woods (W&E)	85	Enhancement	BIA, MuB, Pc	50	42	Yes	Some	Yes	Some	Yes	Yes	Yes	Minimal	Yes	Partial	3
Cedano	13	Restoration	BIA, De, Mo, MvC3	25	3	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Spangler (north half)*	50	Enhancement	BIA, Lm, Mm, OkB, Pc	80	24	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Spangler (south half)*	50	Restoration	BIA, Lm, Pc	60	18	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Samney Estate	10	Restoration	BIA, MuB, Pc	22	2	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
WLTH Radio Inc. Lot 4	20	Restoration	BIA, Pc	80	16	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
WLTH Radio Inc. Lot 3	10	Restoration	BIA, El, Pc, Rr	70	7	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
SHEF Acreage Subtotals	198				112											
Sumble Hobart Area Tracts for Acquisition																
Kim	73	Restoration	BIA, De, Mo, MuB, MvC3	25	18	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Nozrik (North tract)	33	Restoration	BIA, Pc	50	17	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	2
Nozrik (Middle tract)	10	Restoration	BIA, MuB, MuE	10	1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Nozrik (South tract)	17	Restoration	BIA, MuB, Pc	15	2	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Berndt (West tract)	15	Restoration	BIA, Pc	45	7	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Berndt (East tract)	36	Restoration	BIA, Pc	85	31	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Frohman	40	Restoration	BIA, Pc	50	20	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Bundalo	20	Restoration	BIA, MuB, Pc	45	9	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Faddell	33	Restoration	BIA, Pc	50	16	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Club SAR	6	Enhancement	BIA, MuB	10	1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
2 tracts betw. McC & 49 th	10	Restoration	BIA, MuB, Pc	10	1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Tract West of Samney	11	Restoration	MuB, Pc	17	2	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Price	17	Restoration	BIA, Pc	55	9	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	2
Quail Hollow	47	Resto/Enh.	BIA, MuB, MvC3	4	2	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	3
Mandon-Julian	15	Restoration	De, Mh, Mo, MvC3	25	4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Zapinski (S. 1/2 of parcel)	10	Enhancement	BIA	0	0	Yes	No	Yes	No	Yes	Yes	Yes	Minimal	Yes	No	1
Hobart Area Acreage Sub.	393				140											

Parcel Name	Acres	Mitigation Type	Soil Types ^{1/}	% Hydric Soil	No. Hydric Soil Acres	Hydrology: Support forested wetland type?	Hydrology: Support graminoid type?	Soils: Support forested wetland type?	Soils: Support graminoid type?	Proximity to native plant diversity	Adjacent seed banks	Potential for Habitat Diversity	Invasive/exotic species presence	Meets DNR Req.	Meets IDEM Req.	Mitigation Cost Rank ^{2/}
Conditional parcels, not suitable																
Maris (Part of Massa group)	19	Restoration	Bn, De, Mo	40	8	Yes	Yes	Yes	Yes	No	No	Yes	Minimal	Yes	Partial	2
Massa Trust	100	Resto/Enh. (~50/50)	<u>BIA, De, MuB</u> <u>Pc</u>	37	37	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Crossk	14	Restoration	<u>BIA, Pc</u>	30	4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
School Property	12	Restoration	<u>BIA, MuB, Pc</u>	5	1	Yes	Yes	Yes	Yes	No	Yes	Yes	Minimal	Yes	Partial	2
Garcia (W-Tract)	11	Enhancement	<u>BIA, Pc</u>	95	10	Yes	Yes	Yes	Yes	No	Yes	Yes	Minimal	Yes	Partial	2
Garcia (S-Tract)	11	Restoration	<u>BIA, Pc</u>	30	3	Yes	Yes	Yes	Yes	No	Yes	Yes	Minimal	Yes	Partial	1
New Bethel Church	14	Restoration	<u>BIA, MuB</u>	5	1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	2
Cond. Prcls. Acreage Sub.	174				64											
Not suitable for acquisition																
31 Acre Prairie	31	Enhancement	<u>BIA, Pc, Wl</u>	55	17	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Cardinal Properties	11	Restoration	<u>BIA, Pc</u>	55	6	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Wojciechowski	8	Restoration	<u>BIA, Pc</u>	65	5	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Developer-owned	10	Restoration	<u>BIA, Pc</u>	50	5	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Minimal	Yes	Partial	1
Non-contiguous Subtotals	60				33											
Key to Soil Types <u>BIA</u> = Blount silt loam (0-2% slopes) <u>Mh</u> = Marsh soil <u>Bn</u> = Bono silty clay <u>Mm</u> = Maurnee loam fine sand <u>De</u> = Del Rey silt loam <u>Mo</u> = Milford silt loam overwash <u>El</u> = Elliott silt loam <u>MuB</u> = Morley silt loam (2-6% slopes) <u>Lm</u> = Linwood muck <u>MvC3</u> = Morley silty clay loam (6-12% slopes)																
<u>OkB</u> = Oakville-Tawas complex (0-6% slopes) <u>Pc</u> = Pewamo silty clay loam <u>Pe</u> = Pewamo silty clay loam, calcareous variant <u>Rr</u> = Rensselaer mucky loam, sandy substratum <u>We</u> = Wamers silt loam <u>Wk</u> = Watseka loamy fine sand <u>Wl</u> = Watseka loamy sand, moderately deep variant <u>Wo</u> = Wauseon fine sandy loam																
Notes: 1/ Hydric soils are in boldface type, soils with hydric inclusions are underlined. 2/ Mitigation cost ranking estimate from 1 (least expensive) through 5 (most expensive). See accompanying explanation. 3/ The enhancement and restoration acreages at Spangler are estimates. 4/ Contingent upon the acquisition of parcels that will make "Conditional" parcels contiguous. Otherwise suitable. 5/ Cannot be made contiguous with main mitigation area, but can be contiguous with each other. Otherwise suitable.																