

Sandy



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VAGANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

MEETING NOTICE

**THERE WILL BE A MEETING OF THE
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
AT 6:00 P.M. THURSDAY, DECEMBER 6, 2001
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 William Tanke
2. Pledge of Allegiance
3. Recognition of Visitors and Guests
4. Approval of Minutes of November 1, 2001
5. Chairman's Report
 - Report on NAFSMA Conference in Charlotte, N.C.
6. Executive Director's Report
 - Project Mitigation Status Update – meeting scheduled for December 12th
 - Report on Stage VIII west reach public meeting held on 11/28
 - Meeting with COE and Congressman's Office in Chicago on November 13th

Bob Mousygh
on Board.

1-4

5

Send the letter
to Perry
to certify!

7. Standing Committees

A. Land Acquisition/Management Committee - Arlene Colvin, Chairperson

- Appraisals, offers, acquisitions, recommended actions
- COE Real Estate meeting to be held on November 19th
- Preliminary tabulation of O&M responsibilities in Gary
- Pump Station 1B O&M turnover
- Other issues

B. Project Engineering Committee – Bob Huffman, Chairman

- Discussion on Engineering Committee meeting on November 13th
- Completed Stage III engineering review
- Currently doing 100% review for Stage VI-P2 (Liability to cline, south of river)
- Other issues

C. Legislative Committee – George Carlson, Chairman

- House Ways and Means Field Hearing
- Presentation to Local Municipalities – City/town Councils
- Other Issues

D. Recreational Development Committee – Curtis Vosti, Chairman

- Currently scheduling a meeting with NICTD regarding recreational trail re-alignment
- Recreation construction status update
- Other issues

E. Marina Development Committee – Bill Tanke, Chairman

- Update on marina build-out
- Other issues

F. Finance/Policy Committee – Curt Vosti, Chairman

- Financial status report
- Approval of claims for December 2001
- Report on Committee meeting held on November 15th - Recommendations
- Other issues

6-8

G. Minority Contracting Committee – Marion Williams, Chairman

- Year end Minority participation in construction contracts status
- Other issues

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. THURSDAY, NOVEMBER 1, 2001
AT THE COMMISSION OFFICE
6100 SOUTHPORT ROAD
PORTAGE, INDIANA**

Chairman William Tanke 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:

George Carlson
Emerson Delaney
Mark Reshkin
William Tanke
Steve Davis
Bob Huffman
Curt Vosti
Arlene Colvin
Marion Williams

Visitors:

Bill Petrites – Highland resident
Jomary Crary – IDNR, Div. of Water
Imad Samara - COE
Ted & Martha Muta – Ted Muta Advertising
Sandy O'Brien - Hobart
Jim Flora – R.W. ARMSTRONG CO.

Staff:

Dan Gardner
Sandy Mordus
Jim Pokrajac
Judy Varnos
Lorraine Kray
Lou Casale

Commissioner Bob Huffman made a motion to approve the minutes of October 4, 2001; motion seconded by Curt Vosti; motion passed unanimously.

Chairman's Report – Chairman Tanke reported on the October 10th meeting held in Indianapolis with the Governor's staff, as well as the Congressman's staff. The meeting continued to focus on project funding and crediting. The meeting went well with extensive discussion regarding schedule and funding. Quarterly meetings were suggested. Another meeting at the COE Chicago District will be on November 13th. District Deputy Engineer John Sirles requested another meeting before he leaves the COE office.

Executive Director's Report - Executive Director Dan Gardner referred to the letter in the agenda packet from the Executive Director of the Shirley Heinze Environmental Fund (SHEF) transmitting their desire to work with us in working out an acceptable third party agreement addressing the relationship of the Commission and the SHEF regarding the proposed mitigation project in the Hobart Marsh area. A lot of the terms in the draft agreement needed further discussion and clarification. They are in the process now of preparing a counter proposal to the Commission's draft agreement. We will meet with them shortly.

Mr. Gardner then referred to the information in the agenda packet sent by Carl Sanders from Federal Highway Administration in Indianapolis. He sent us the US code citing their authority to use Federal funds to match Federal funds. Dan will seek a letter on their letterhead reiterating that fact. It appears that

if we can get the COE to recognize this as credit we can use, it would be about \$8 million in credit toward the overall 25% cost share. A representative from INDOT will have to document the costs that were incurred with the interchanges (Indianapolis Blvd, Grant, I-80/94 & Georgia, partial Cline Avenue) Both the FHWA and INDOT are willing to work with us; we will just have to make sure that the COE will agree to the language that FHA will use in defining that Federal credit.

Mr. Gardner announced the date of November 28th as a public meeting scheduled for the residents in Stage VIII (Columbia to Stateline). SEH has completed preliminary 50% plans & specs for Stage VIII and a public meeting is required to fulfill their contract with the COE. The public meeting will be held at Wicker Park Social Club in Highland. All residents directly and indirectly affected by the project construction will be notified. Although this will be the last stage to be constructed and is most likely at least six years away, the COE and A/E need to have the meeting now and the Commission feels it is important for public input now while it is at the 50% stage of completion. Board member Curt Vosti asked about all residents affected in the west reach being invited, but Judy Vamos answered by saying that it would be too many people and individual attention would be impossible. The newspapers will be notified. Mr. Vosti introduced Ted Muta from Ted Muta Advertising Company. Mr. Muta has his business in Stage VIII and is directly affected by our project.

Land Acquisition/Management Committee – Committee Chairperson Arlene Colvin made a motion to approve the payment of mowing services to Precision Lawn Care in the amount of \$4300 from the LEL maintenance funds; motion seconded by Curt Vosti; motion passed unanimously.

There are no increased offers or condemnations this month.

Ms. Colvin referred to the news article from the agenda packet in which a training session was held for the installation of the closure structure at 35th & Chase. The demonstration was video-taped to use for future use/training and all pertinent parties attended (City of Gary, Gary Sanitary District, Gary Civil Defense, Gary Parks & Rec, Gary Dept. of Public Safety, White River Environmental, Lake County Emergency Management, COE personnel and the Commission). The demonstration went very well.

The appraiser is re-appraising the hotel area in the Kennedy Industrial Park area. As it now stands, the property needed for the levee and/or I-wall behind the hotels would be very expensive. With some modified engineering, the costs could be considerably lower. The appraiser is taking that into consideration in a revised appraisal.

Project Engineering Committee – Committee Chairman Bob Huffman gave the engineering report. He reported that the Stage VIII engineering and field review meeting was held on October 3rd and 4th and attended by SEH (COE A/E), COE, Jim Flora and staff. Jim Flora and Jim Pokrajac comprised about 7 pages of comments/questions back to the COE after their review of the Stage VIII plans.

Bob Huffman reported that the COE plans to advertise a contract for in-project mitigation lands in the fall of 2001 and begin construction in the spring of 2002.

The COE has a web site with information pertaining to the Little Calumet River Flood Control/Recreation Project on it. It can be accessed with lrc.usace.army.mil (Go to Projects: then go to Little Calumet River project)

The Stage III remediation contract is scheduled for advertising in late fall of 2001 with construction tentatively planned to start in the spring of 2002. This includes the lift stations west of Grant, east reach remediation area lift station and demolition, and extending the combination sewer east of Grant to line of protection.

Discussion ensued on the different formliners that could be available to use on I-walls in certain areas. A representative from the company met with Jim Pokrajac this afternoon. Jim is obtaining additional information from him that will be available to Commissioners.

Bob Huffman announced that an Engineering committee meeting is scheduled for 5:00 on Wednesday, November 14th at the Commission office (actually held on November 13th).

Legislative Committee – Committee Chairman George Carlson gave the legislative report. He informed the Board members that the Chairman, Executive Director and Attorney met with Mayor Scott King to discuss the Burr Street funding issue and how we are not able, at this point in time, to obtain credit from monies that have been spent on the Burr Street Phase 1 project. With Phase 2 looming ahead of us, we do not have the ability to fund and obtain credit to construct the completion of the Burr Street levee area. They explored the possibility of the City being able to fund or assist in funding. He was not totally opposed to the idea but still wanted to explore the issue of economic justification being investigated fully. Mr. Carlson expressed concern about the timeliness of the Commission pursuing areas of additional funding in light of the economy. Mr. Gardner replied that he thought funding should be a year round effort. Commissioner Reshkin added that in his conversation with the Congressman at the last biennium session, it was indicated that we should increase our efforts to year-round. They cannot be successful at the Federal level if we are not successful at the State level. The Commission needs to be aggressive at all times.

Recreational Development Committee – Committee Chairman Curt Vosti gave the Recreation Report. Most of the focus has been on recreational trail realignments in the west reach. Mr. Vosti referred to the letter received from NICTD indicating problems with our trail location of their right-of-way in Stage VIII. Mr. Gardner will follow up with NICTD and a meeting will be scheduled. Mr. Huffman & Mr. Vosti stated that they would both like to attend this meeting.

Mr. Vosti also reported that it is anticipated that the next recreation contract will probably not be until 2003-04 and the COE is removing the Broadway and Grant St. crossings to this contract. They were originally part of the SIII remediation contract but there is not enough money to do them at this time so they will be delayed and made part of a supplemental contract in the future.

Copies of our east and west reach recreation maps were given to First Group Engineering to provide information of our facilities relative to other recreational facilities in the area. Potential exists for our trails to be tied into other trails.

Discussion took place on comments that Mr. Huffman had on some of the trail segments. He shared some pictures with us that he had taken while biking. He questioned the possibility of putting a small culvert in at the ditch west of Grant. He also felt that we could delay putting in the trail by-pass at Grant because there is not much use of the trail in that area. He also discussed the ending of the trail at the east side of Cline Avenue. Further information is contained in the Recreation committee report.

Marina Committee – Committee Chairman Bill Tanke stated that a meeting has not been scheduled yet with the city. There is no further information.

Finance Committee – Treasurer Curt Vosti gave the monthly financial status report. He presented the claims for approval and proceeded to make a motion to approve the financial status report and claims sheet totaling \$50,486.48; motion seconded by Bob Huffman; motion passed unanimously.

Mr. Vosti referred to the COE letter requesting that \$350,000 be placed in escrow for the Commission's local cash contribution; this will take us through the Federal fiscal year ending September 2002.

Mr. Vosti announced he would be having a Finance Committee meeting the week of the 12th to address year end items, i.e. review of year's performance and forecast of upcoming finances for the Commission; review of employees and contract employees' compensation; review travel policy, etc. Committee members will be notified.

Mr. Vosti read the first paragraph in the existing Travel Guidelines. He then made a motion approving the Chairman and Executive Director attend the NAFSMA conference in Charlotte, N.C; motion seconded by George Carlson; motion passed unanimously.

Minority Contracting Committee – Committee Chairman Marion Williams referred to the news article in the agenda packet on Webb Construction being named by the U.S. Small Business Administration's Indiana District Office as the 2001 Minority Small Business of the Year and also receiving an award for its outstanding work for the COE (Webb was the general contractor for Stage II-3C-2 (Grant to Harrison) and the contractor for Stage II-3C trench excavation. Jim Pokrajac added that he did a great job and was very good to work with. Staff will follow up with a congratulations letter to Mr. Larry Webb.

Minority reports are still being received and are available in the Commission office.

Other Business – Mark Reshkin made a motion to pursue with the communities for their Planning Departments to include the Little Calumet River Basin Development Commission project in their planning ordinance as an integral part of their planning process; motion seconded by Curt Vosti; motion passed unanimously. Mr. Vosti added that this is important to indicate our desire to work closely with the communities to press the project toward completion as economically feasible and logical as possible.

Mr. Gardner referred to the news article announcing that Commissioner Bob Huffman has been selected to be one of the six to carry the Olympic torch when it passes through the region early next year. This is quite an honor and he will let us know when it will happen.

Statements to the Board – Business owner Ted Muta informed the Commission that the river behind his business is blocked and cannot flow. Curt Vosti stated that the area is one of several that consistently have that problem. Mr. Gardner stated that we can call the city/town and see what we can do about getting someone to come out and look at it and remove the blockage. Mr. Muta also said he wanted to keep access to his property at all times and was concerned with the aesthetics of the finished line of protection. Mr. Gardner indicated the Commission's desire to work with Mr. Muta in the development of his plans and in the construction of our levee.

The next meeting was scheduled for Thursday, December 6th at 6:00 p.m.

/sjm

Project plan for Little Cal levee displayed

BY ELIZABETH EAKEN
Times Staff Writer

HIGHLAND — Munster and Hammond residents had the opportunity Wednesday night to view and comment on plans for the final phase of the \$187 million levee project to eliminate flooding along the Little Calumet River.

The last phase of the project will include construction of an earthen levee in some areas and repair of an existing levee on both sides of the river be-

tween Columbia Avenue and the state line. A knee-high concrete wall will be built on top of the levee, according to Dan Gardner, executive director of the Little Calumet River Basin Development Commission. The wall can be cosmetically disguised with stone or other finishes, Gardner said.

Approximately 300 people who live on either side of the river's banks and who could be impacted by the project were invited to the meeting.

Although the Army Corps of

Engineers plans are ready for finalization, the actual repair and construction of levees along the north and south banks of the river may take much longer. Work may not begin for five years or more depending on the availability of funding.

Although federal funding to complete the project is available, the state must provide a 25 percent match to receive the funding.

"When people ask the question, when is actual construction going to take place? It all

depends on state money to get the federal match to fund the project. We are dependent on the state budget to come up with 25 percent of costs," Gardner said. "If we can't continue to get funded, we may never be there or it may be very far off."

The entire project, which stretches from Martin Luther King Drive in Gary to the Illinois state line is approximately 50 percent complete, said Gardner.

Since construction began in 1990, about 15 one-mile segments have been completed.

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2001 OCTOBER 31, 2001

CASH POSITION - JANUARY 1, 2001

| | | |
|-------------------------|--|---------------------|
| CHECKING ACCOUNT | | |
| LAND ACQUISITION | | 541,026.11 |
| GENERAL FUND | | 49,902.51 |
| TAX FUND | | 0.00 |
| INVESTMENTS | | 2,596,370.26 |
| ESCROW ACCOUNT INTEREST | | 21,476.77 |
| | | <u>3,208,775.65</u> |

RECEIPTS - JANUARY 1, 2001 - OCTOBER 31, 2001

| | | |
|---|------------|---------------------|
| LEASE RENTS | | 36,400.00 |
| INTEREST INCOME(FROM CHECKING & CALUMET BANK) | | 68,232.41 |
| LAND ACQUISITION | | 1,009,561.51 |
| ESCROW ACCOUNT INTEREST (YEAR TO DATE) | 270.03 | 36.02 Available |
| MISC. INCOME | | 459,006.93 |
| AMERITECH | 16,746.91 | |
| EMERSON DELANEY | 100.00 | |
| MERIDIAN TITLE | 406.89 | |
| MERIDIAN TITLE | 495.36 | |
| TICOR | 540.00 | |
| CALUMET BANK | 167,859.35 | LEL MONEY |
| BANK ONE | 12,911.42 | MARINA BOND FUND |
| L. C. AUDITOR | 20,000.00 | |
| TOWN OF HIGHLAND | 675.00 | |
| LOAN FROM CERTIF | 239,272.00 | |
| INTEREST FROM ESCROW CERTIFICATE DUE 10/4/01 | | 118,677.82 |
| INTEREST FROM ESCROW CHECKING(DEP 5/16/01) | | 33,510.86 |
| KRBC REIMBURSEMENT RE: TELEPHONE CHARGE | | 1,560.98 |
| PROCEEDS FROM VOIDED CHECKS | | 23,626.00 |
| Ck#7307 Meridian Title | 23,626.00 | |
| TOTAL RECEIPTS | | <u>1,750,612.53</u> |

DISBURSEMENTS - JANUARY 1, 2001 - OCTOBER 31, 2001

| | | |
|---|------------|---------------------|
| ADMINISTRATIVE | | |
| 2000 EXPENSES PAID IN 2001 | 179,730.72 | |
| PER DIEM | | 7,350.00 |
| LEGAL SERVICES | | 6,666.80 |
| NIRPC | | 93,237.95 |
| TRAVEL & MILEAGE | | 1,282.04 |
| PRINTING & ADVERTISING | | 2,397.07 |
| BONDS & INSURANCE | | 5,642.63 |
| TELEPHONE EXPENSE | | 5,841.75 |
| MEETING EXPENSE | | 3,111.10 |
| LAND ACQUISITION | | |
| LEGAL SERVICES | | 50,890.86 |
| APPRAISAL SERVICES | | 130,050.00 |
| ENGINEERING SERVICES | | 63,888.99 |
| LAND PURCHASE CONTRACTUAL | | 31,501.00 |
| FACILITIES/PROJECT MAINTENANCE SERVICES | | 49,594.50 |
| OPERATIONS SERVICES | | 0.00 |
| LAND MANGEMENT SERVICES | | 145,483.70 |
| SURVEYING SERVICES | | 48,831.72 |
| MISCELLANEOUS EXPENSES | | 1,282.50 |
| ECONOMIC/MARKETING SOURCES | | 0.00 |
| PROPERTY & STRUCTURE COSTS | | 352,659.86 |
| MOVING ALLOCATION | | 18,250.00 |
| TAXES | | 3,114.53 |
| PROPERTY & STRUCTURES INSURANCE | | 21,061.50 |
| UTILITY RELOCATION SERVICES | | 90,439.70 |
| LAND CAPITAL IMPROVEMENT | | 134,997.75 |
| STRUCTURAL CAPITAL IMPROVEMENTS | | 2,503.30 |
| PURCHASE CERTIFICATE CALUMET BANK | | 21,500.00 |
| PURCHASE MONEY MARKET BANK ONE | | 393,040.41 |
| PURCHASE MONEY MARKET BANK ONE | | 167,859.35 |
| PURCHASE MONEY MARKET BANK ONE | | 12,911.42 |
| DEPOSIT INTO BANKONE MONEYMARKET | | 1,500.00 |
| FAO ARMY CORP OF ENGINEERS | | 181,272.00 |
| FAO ARMY CORP OF ENGINEERS | | 58,000.00 |
| TOTAL DISBURSEMENTS | | <u>2,106,162.43</u> |

CASH POSITION - OCTOBER 31, 2001

| | | |
|-----------------------------------|------------|---------------------|
| CHECKING ACCOUNT | | |
| LAND ACQUISITION | | 45,276.26 |
| GENERAL FUND | | 190,227.78 |
| TAX FUND | | |
| INVESTMENTS | | |
| FIRST NATIONAL BANK | 700,000.00 | 4/26/2002 |
| (BASE CAPITAL INVESTMENT) | | |
| FIRST NATIONAL BANK | 76,728.00 | 4/26/2002 |
| (MISC INTEREST/RENTAL INVESTMENT) | | |
| BANK ONE | 139,396.14 | MONEY MARKET |
| (LEL MONEY) | | |
| BANK ONE | 140,259.84 | MONEY MARKET |
| (MARINA SAND MONEY) | | |
| BANK ONE | 21,974.67 | MONEY MARKET |
| (STATE DRAW MONIES) | | |
| BANK ONE | 339,561.99 | MONEY MARKET |
| (GARY PARKS & REC MONIES) | | |
| TOTAL INVESTMENTS | | 1,417,920.64 |
| ESCROW ACCOUNT INTEREST | | 35.92 |
| | | <u>1,653,460.60</u> |

6

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
MONTHLY BUDGET REPORT, NOVEMBER 2001

| | 2001 | 6 MONTH | | | | | | UNALLOCATED |
|---------------------------------|--------------|-----------|-----------|------------|-----------|------------|------------|--------------------|
| | BUDGET | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | ALLOCATED BUDGETED |
| | | | | | | | TOTAL | BALANCE |
| 5801 PER DIEM EXPENSES | 16,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,450.00 | 12,550.00 |
| 5811 LEGAL EXPENSES | 8,500.00 | 903.83 | 368.33 | 988.83 | 1,770.83 | 436.33 | 283.33 | 3,748.52 |
| 5812 NIRPC SERVICES | 125,000.00 | 8,860.29 | 9,620.29 | 9,773.09 | 9,377.53 | 9,186.52 | 9,401.36 | 68,780.92 |
| 5821 TRAVEL/MILEAGE | 14,000.00 | 0.00 | 24.08 | 150.92 | 8.68 | 131.04 | 299.88 | 13,385.40 |
| 5822 PRINTING/ADVERTISING | 5,000.00 | 2,306.00 | 0.00 | 0.00 | 702.50 | 0.00 | 0.00 | 1,991.50 |
| 5823 BONDS/INSURANCE | 7,500.00 | 0.00 | 77.00 | 0.00 | 5,565.63 | 0.00 | 0.00 | 1,857.37 |
| 5824 TELEPHONE EXPENSES | 7,000.00 | 113.26 | 244.35 | 677.99 | 0.00 | 589.17 | 594.67 | 4,780.56 |
| 5825 MEETING EXPENSES | 8,000.00 | 137.05 | 609.24 | 163.60 | 253.44 | 63.90 | 309.54 | 6,463.23 |
| 5838 LEGAL SERVICES | 125,000.00 | 3,907.48 | 5,670.91 | 6,963.27 | 4,430.48 | 6,606.06 | 6,315.06 | 91,106.74 |
| 5840 PROFESSIONAL SERVICES | 500,000.00 | 43,899.76 | 33,497.23 | 92,147.57 | 34,758.31 | 45,927.63 | 54,106.39 | 195,663.11 |
| 5860 PROJECT LAND PURCHASE EXP. | 1,809,850.00 | 0.00 | 9,888.56 | 186,152.00 | 1,975.97 | 12,600.00 | 104,564.51 | 1,494,668.96 |
| 5881 PROPERTY/STRUCTURE INS. | 25,000.00 | 550.00 | 0.00 | 0.00 | 0.00 | 20,192.50 | 319.00 | 3,938.50 |
| 5882 UTILITY RELOCATION EXP. | 375,000.00 | 0.00 | 0.00 | 1,307.50 | 202.50 | 6,492.25 | 237,326.52 | 129,671.23 |
| 5883 PROJECT LAND CAP. IMPROV. | 250,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 93,352.75 | 0.00 | 151,647.25 |
| 5884 STRUCTURES CAP. IMPROV. | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.00 | 24,987.00 |
| | 3,300,850.00 | 60,677.67 | 59,999.99 | 303,324.77 | 59,045.87 | 195,578.15 | 416,983.26 | 2,205,240.29 |

| | 2001 | 12 MONTH | | | | | | UNALLOCATED |
|---------------------------------|--------------|------------|------------|-----------|-----------|-----------|----------|--------------------|
| | BUDGET | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | ALLOCATED BUDGETED |
| | | | | | | | TOTAL | BALANCE |
| 5801 PER DIEM EXPENSES | 16,000.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | | 12,450.00 |
| 5811 LEGAL EXPENSES | 8,500.00 | 419.33 | 495.83 | 317.33 | 300.33 | 1,014.33 | | 1,201.37 |
| 5812 NIRPC SERVICES | 125,000.00 | 9,254.18 | 9,273.55 | 9,013.65 | 9,152.37 | 9,260.91 | | 22,826.26 |
| 5821 TRAVEL/MILEAGE | 14,000.00 | 129.92 | 66.08 | 0.00 | 943.64 | 874.20 | | 11,371.56 |
| 5822 PRINTING/ADVERTISING | 5,000.00 | 35.00 | 56.07 | 0.00 | 30.71 | 0.00 | | 1,869.72 |
| 5823 BONDS/INSURANCE | 7,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 1,857.37 |
| 5824 TELEPHONE EXPENSES | 7,000.00 | 311.62 | 492.43 | 358.29 | 392.00 | 344.94 | | 2,881.28 |
| 5825 MEETING EXPENSES | 8,000.00 | 86.85 | 63.83 | 73.95 | 269.56 | 175.92 | | 5,793.12 |
| 5838 LEGAL SERVICES | 125,000.00 | 3,965.73 | 7,949.28 | 2,954.73 | 5,941.66 | 6,214.18 | | 64,081.16 |
| 5840 PROFESSIONAL SERVICES | 500,000.00 | 27,518.69 | 46,614.22 | 13,017.69 | 25,911.17 | 45,167.34 | | 37,434.00 |
| 5860 PROJECT LAND PURCHASE EXP. | 1,809,850.00 | 104.76 | 5,531.59 | 33,742.00 | 1,174.00 | 0.00 | | 1,454,116.61 |
| 5881 PROPERTY/STRUCTURE INS. | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 3,938.50 |
| 5882 UTILITY RELOCATION EXP. | 375,000.00 | 40,606.25 | 25,884.13 | 753.35 | 6,371.04 | 0.00 | | 56,056.46 |
| 5883 PROJECT LAND CAP. IMPROV. | 250,000.00 | 72,732.00 | 6,900.00 | 0.00 | 0.00 | 0.00 | | 72,015.25 |
| 5884 STRUCTURES CAP. IMPROV. | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 24,987.00 |
| | 3,300,850.00 | 155,164.33 | 103,427.01 | 60,230.99 | 50,486.48 | 63,051.82 | 0.00 | 1,772,879.66 |

CLAIMS PAYABLE FOR NOVEMBER 2001

| ACCT | VENDOR NAME | AMOUNT | EXPLANATION OF CLAIM |
|------|------------------------------|----------|--|
| 5811 | CASALE, WOODWARD & BULS, LLP | 283.33 | RETAINER FEE BILLED THROUGH 11/25/01 |
| 5811 | CASALE, WOODWARD & BULS, LLP | 731.00 | ADDITIONAL LEGAL SERVICES THROUGH 11/25/01 |
| 5812 | NIRPC | 9,134.18 | SERVICES PERFORMED OCTOBER 2001 |
| 5812 | KRAMER & LEONARD | 126.73 | PURCHASE OF OFFICE SUPPLIES |
| 5821 | SANDY MORDUS | 11.20 | MILEAGE FROM 10/22/01-11/15/01 |
| 5821 | DAN GARDNER | 292.00 | EXPENSES FOR NAFSMA CONFERENCE NOV 6-11, 2001 |
| 5821 | SAND RIDGE BANK | 571.00 | AIRFARE TO NAFSMA CONFERENCE IN CHARLOTTE, FOR DAN GARDNER AND WILLIAM TANKE |
| 5824 | MCI | 230.71 | BILLING PERIOD 10/15/01-11/14/01 (TOTAL BILL 253.60 KRBC 22.89) |
| 5824 | VERIZON | 114.23 | BILLING PERIOD 11/16/01-12/16/01 (TOTAL BILL 238.58 KRBC 124.35) |
| 5825 | SAND RIDGE BANK | 90.88 | EXPENSES INCURRED AT FINANCE/POLICY COMMITTEE MEETING 11/15/01 |
| 5825 | SAND RIDGE BANK | 85.04 | EXPENSES INCURRED AT STAGE VIII WEST REACH PUBLIC MEETING 11/28/2001 |
| 5838 | CASALE, WOODWARD & BULS, LLP | 6,214.18 | LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 11/25/01 |
| 5841 | JANET O'TOOLE & ASSOCIATES | 1,200.00 | APPRAISAL FEE FOR DC-616 |
| 5841 | JANET O'TOOLE & ASSOCIATES | 2,500.00 | APPRAISAL FEE FOR DC-603 |
| 5841 | JANET O'TOOLE & ASSOCIATES | 2,500.00 | APPRAISAL FEE FOR DC-69A |
| 5842 | R. W. ARMSTRONG | 7,584.47 | PROFESSIONAL SERVICES FOR PERIOD ENDED 9/19/01 |
| 5842 | R. W. ARMSTRONG | 3,089.16 | PROFESSIONAL SERVICES FOR PERIOD ENDED 10/16/01 |
| 5843 | MERIDIAN TITLE CORP | 275.00 | TITLE WORK SEARCH PREFORMED FOR DC-69B & DC-70A |
| 5843 | MERIDIAN TITLE CORP | 120.00 | CLOSING & RECORDING FEE FOR DC-69B & DC-70A |
| 5843 | MERIDIAN TITLE CORP | 360.00 | TITLE WORK PREFORMED FOR DC-1026 |
| 5843 | MERIDIAN TITLE CORP | 275.00 | TITLE WORK PREFORMED FOR DC-1027 |
| 5843 | MERIDIAN TITLE CORP | 275.00 | TITLE WORK PREFORMED FOR DC-1028 |
| 5843 | MERIDIAN TITLE CORP | 275.00 | TITLE WORK PREFORMED FOR DC-1029 |
| 5844 | JAMES POKRAJAC | 4,738.00 | ENGINEERING/LAND MANAGEMENT SERVICES 10/16/01-10/31/01 |
| 5844 | JAMES POKRAJAC | 214.76 | OCTOBER MILEAGE |
| 5844 | JAMES POKRAJAC | 4,462.00 | ENGINEERING/LAND MANAGEMENT SERVICES 11/1/01-11/15/01 |
| 5844 | JAMES POKRAJAC | 3,772.00 | ENGINEERING/LAND MANAGEMENT SERVICES 11/16/01-11/30/01 |
| 5844 | JAMES POKRAJAC | 187.88 | NOVEMBER MILEAGE |
| 5844 | JUDITH VAMOS | 3,069.00 | LAND ACQUISITION/MANAGEMENT SERVICES 10/16/01-10/31/01 |
| 5844 | JUDITH VAMOS | 5.88 | OCTOBER MILEAGE |
| 5844 | JUDITH VAMOS | 2,986.50 | LAND ACQUISITION/MANAGEMENT SERVICES 11/01/01-11/15/01 |
| 5844 | JUDITH VAMOS | 2,095.50 | LAND ACQUISITION/MANAGEMENT SERVICES 11/16/01-11/30/01 |
| 5844 | JUDITH VAMOS | 34.44 | NOVEMBER MILEAGE |
| 5844 | SANDY MORDUS | 441.00 | CREDITING TECHNICIAN SERVICES 10/16/01-10/31/01 |
| 5844 | SANDY MORDUS | 539.00 | CREDITING TECHNICIAN SERVICES 11/01/01-11/15/01 |
| 5844 | SANDY MORDUS | 232.75 | CREDITING TECHNICIAN SERVICES 11/16/01-11/30/01 |
| 5844 | G. LORRAINE KRAY | 759.00 | CREDITING TECHNICIAN/LAND ACQUISITION ASST 10/16/01-10/31/01 |
| 5844 | G. LORRAINE KRAY | 882.75 | CREDITING TECHNICIAN/LAND ACQUISITION ASST 11/01/01-11/15/01 |
| 5844 | G. LORRAINE KRAY | 668.25 | CREDITING TECHNICIAN/LAND ACQUISITION ASST 11/16/01-11/30/01 |
| 5845 | DLZ | 1,625.00 | PROFESSIONAL SERVICES FOR TRISTATE EASEMENTS |

TOTAL

63,051.82



LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCPBOC DATE: 12-6-01

LOCATION: 6100 Southport Rd, Portage CHAIRMAN: Bill Tante

PLEASE SIGN IN

| | NAME (PLEASE PRINT) | ORGANIZATION, ADDRESS, PHONE NUMBER |
|----|---------------------|---|
| 1 | DON EWOLDT | LAKE ERIE LAND CO. |
| 2 | JIM & KAREN FLORA | R.W. ARMSTRONG |
| 3 | DAN McDOWELL | HOBART MARSH SUPPORTER |
| 4 | Debi De Laney | |
| 5 | Deb Radulski | DNR-Indianapolis |
| 6 | IMAD SAMAKA | Corps of Engineers |
| 7 | Sandy O'Brien | Hobart |
| 8 | Jim PIKARCZYK | SIERRA CLUB/MUNSTER |
| 9 | Jane Fuller | Sierra Club 1040 Garfield St Hobart 942-0076 |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |
| 24 | | |
| 25 | | |

RECREATION REPORT

For meeting on Thursday, December 6, 2001

(Information in this report is from October 27, 2001 – November 27, 2001)

GENERAL STATEMENT:

- A. At this point in time, the existing construction contracts in the East Reach are almost all completed. The only remaining area of construction is the Betterment Levee – Phase II. No recreational trail work will resume until the next contract is awarded.**
- B. Currently, the joint recreation venture with the Army Corps is completed; 90% of the completed east reach levees have stoned trails completed; the remainder of east reach trails are currently being coordinated and should be included in an upcoming recreation contract. The Corps will write us a letter requesting a change in this scheduling. (Still awaiting letter as of November 27th, 2001.)**
 - It is anticipated that the next recreation contract may be in 2003-2004, and that the construction and real estate costs for this work would be delayed until that contract is ready to let.
 - A supplemental contract will be released as part of the Stage III remediation project in the late summer of 2001 that will include the paving of all ramps.

RECREATION - PHASE 1.

(This contract **included** 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.

EAST REACH RECREATION

A. Recreation trail re-alignments will be required in the east reach due to conflicting land use plans with City of Gary, I.U. Northwest, or other regulatory groups. (Refer to general statement.)

1. **Broadway to Harrison Crossing: (Currently on hold until the next recreation contract.)**

- We received a letter of response from INDOT on October 18 indicating no concerns regarding the crossing at Broadway as long as we coordinate with the locals, and that a right-of-way permit with them would be required.
- We will be making application with the City of Gary to use the Broadway r/w (the existing sidewalks) on both sides to go South to 33rd Avenue to cross at the light.
- Upon completion of I.U. Northwest modifications on, and adjacent to, Broadway, we will install a permanent trail crossing south of the river and along the line of flood protection as originally proposed, and the temporary trails on the sidewalks on the Broadway right of way will be abandoned.

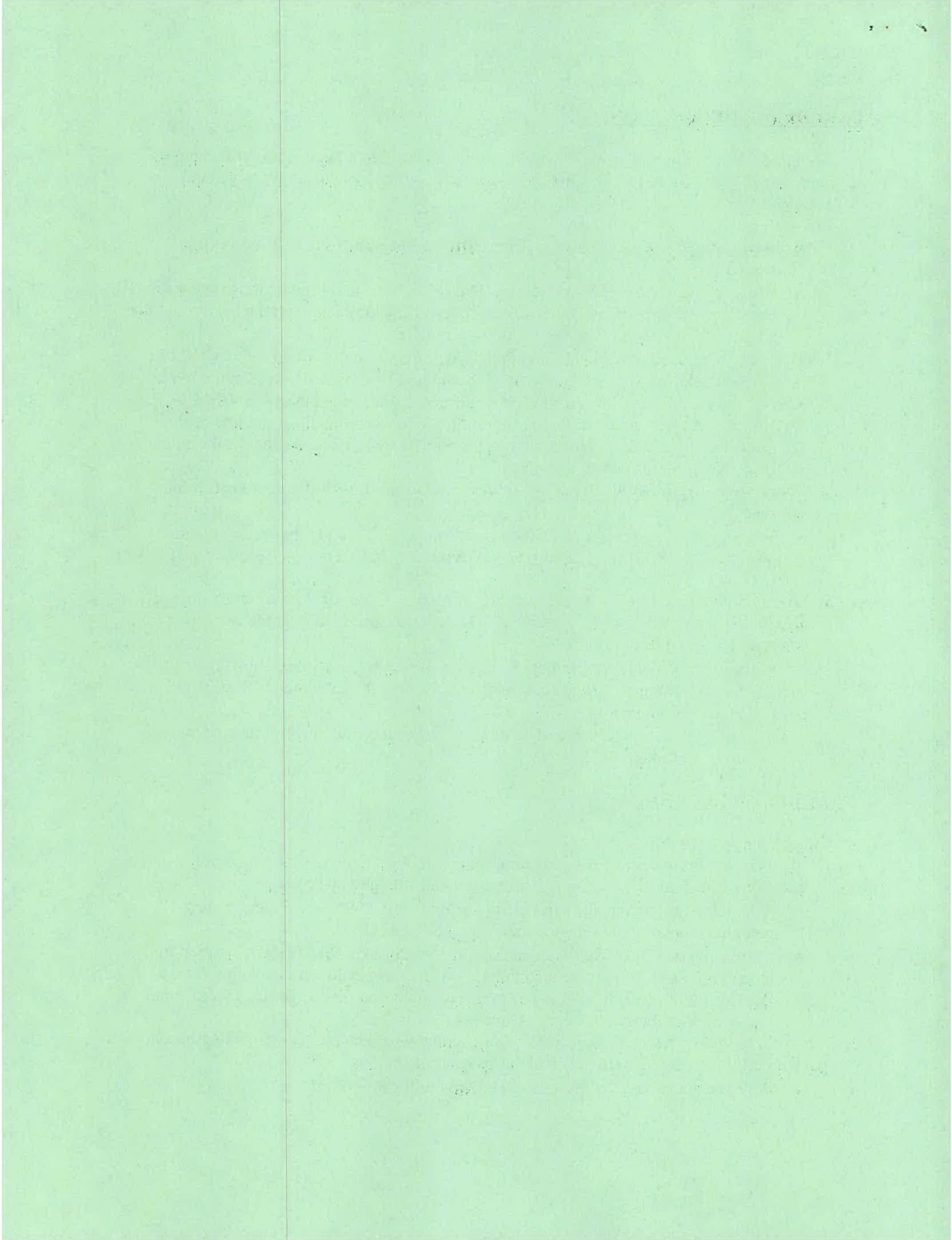
2. **Harrison to Grant Street Crossing: (Currently on hold until the next recreation contract.)**

- We received a letter from the City of Gary on July 11th, 2001, indicating that our proposal East of Gilroy Stadium to 32nd Avenue is the best use location from Harrison to Grant.
3. We submitted a request to Attorney Casale on August 3rd, along with a letter from the EJ&E RR to proceed with an agreement to allow us to install an at-grade recreation trail crossing **East of Cline Avenue**.
- We received a letter from the EJ & E on September 1st, 1999, allowing us to proceed along with their requirements. (To Lou at September 10th, 2001 utility coordination meeting.)
 - The scope of this work will be done as part of the Burr Street Phase 2 project instead of Stage VI-2.

WEST REACH RECREATION

A. **Cline Avenue Crossing:**

1. We had recreation coordination meetings with Highland and Griffith to determine trail re-locations which allow us to cross at Cline Avenue at Highway Avenue
 - A field meeting was held with Griffith on June 27th, 2001 to walk and review potential recreational trail adjustments east of Cline.
 - A meeting was held with Highland on July 5th, 2001, to review the recreation trail location west of Cline Ave. A follow-up meeting was held with the Cline Avenue Baptist Church on July 16th, 2001, to review the possibility of getting an easement across their property adjacent to Cline Ave.
2. A letter was sent to the COE on July 23rd, 2001 along with sketches showing the proposals and suggesting a meeting to review and discuss these locations.
 - We have not received a response as of **November 30th**, 2001.



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

1. The COE modified the engineering and real estate drawings and submitted them to us at the Real Estate meeting on July 19th, 2001. It is still the intent to have this recreation trail on the land side. (Refer to Land Acquisition & Engineering Reports).
2. North Township – Wicker Park recreational trail alignment is being evaluated.
 - 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. (Ongoing)
 - We had a meeting with Highland to discuss Highland/INDOT plans for drainage in this area (See Engineering Report).

C. A letter was sent to the Lake County Highway Dept. on December 28, 2000 requesting permission, and comments, to cantilever a walkway on the east side of the Kennedy Avenue bridge to allow our trail to be contiguous.

1. It was approved at our February 1st, 2001 Board meeting to contract with R.W. Armstrong to do a feasibility study for the pedestrian walkway and get an agreement at a cost not to exceed \$7,000.
 - It is our intent to include this construction as part of the Stage VI – Phase 1 contract.

D. Stage VIII Trails:

1. We received a letter from NICTD on October 15th, 2001 (dated October 9th) indicating problems with the location of our trail on their R/W under I-80/94.
 - They feel it is a safety concern and suggested we reroute our trail along their R/W to 173rd Street.
 - LCRBDC is currently contacting NICTD to do a review with the Corps, and SEH (Corps engineer) to discuss their request.



December 4, 2001

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

RE: Kennedy Ave. Over Little Calumet River Pedestrian Walkway

Dear Jim:

Thank you for allowing us to submit this proposal for design services for the above mentioned project. A manhour fee justification is included for your review listing the required activities with associated hours per manhour classification. Our proposed lump sum fee is \$26,000 to perform this work. This fee is for the option of attaching a permanent concrete walkway to the existing bridge, Lake County Bridge #143. This is Option #1 in the April 5, 2001 Feasibility Study.

We can start this project at your convenience and will meet your letting schedule for late next year. We look forward to working with you on this project. If you have any questions please call me at 1-800-321-6959 ext. 133.

Sincerely,

R. W. ARMSTRONG & ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Scott F. Hornsby".

Scott F. Hornsby
Director Of Transportation

Attachment

**LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
KENNEDY AVE OVER LITTLE CALUMET RIVER (LAKE BR. #143)
BRIDGE WIDENING OPTION**

| PLAN SUBMITTAL | | MANHOURS PER EMPLOYEE CLASSIFICATION | | | |
|--|------------|--------------------------------------|------------------|-------------|----------------|
| Item/Activity | Director | Project Manager | Project Engineer | CAD Manager | CAD Technician |
| COORDINATION & DESIGN | | | | | |
| Coordination with Lake County | 4 | 4 | 4 | | |
| DNR Constr. In a Floodway Permit Appl. | | 4 | 8 | 2 | |
| Meetings/Site Visits | 8 | 8 | | | |
| Beam Design & Superstructure | | 4 | 8 | | |
| Substructure & Piling Design | | 8 | 12 | | |
| Existing Structure Analysis | | 8 | 12 | | |
| Railing Design | | 4 | 8 | | |
| PLANS & SPECIFICATIONS | | | | | |
| Existing Structure Removals & Tie-Ins | | 4 | 4 | 4 | 8 |
| Proposed Structure Details | | 16 | 16 | 40 | 40 |
| Summary & Title Sheets | | 4 | 4 | 4 | 8 |
| Quantity Calculations | | 4 | 8 | 8 | |
| Special Provisions | 2 | 4 | 8 | | |
| Final Construction Cost Estimate | 2 | 4 | 4 | 4 | |
| TOTAL HOURS | 16 | 76 | 96 | 62 | 56 |
| HOURLY RATE | \$125.00 | \$110.00 | \$85.00 | \$65.00 | \$55.00 |
| TOTALS | \$2,000.00 | \$8,360.00 | \$8,160.00 | \$4,030.00 | \$3,080.00 |

| | | | |
|---------------------------------|--------------------|-----|--------------------|
| SUMMATION OF ABOVE TOTALS | \$25,630.00 | | |
| MISC. (MILEAGE, PRINTING, ETC.) | \$300.00 | | |
| DNR PERMIT APPLICATION FEE | \$50.00 | | |
| TOTAL LUMP SUM FEE | \$25,980.00 | USE | \$26,000.00 |



WORK STUDY SESSION
ENGINEERING COMMITTEE
December 6, 2001

Bob Huffman, Committee Chairman

1. Engineering Committee meeting held on November 13, 2001 (to review tentative cost saving items for project).
 - Submitted letter to COE on December 6 along with our meeting agenda, maps, and more detailed information on our intent.
2. We received a proposal from R. W. Armstrong on December 4 for design services for the Kennedy Avenue pedestrian bridge in the amount of \$26,000.
3. LCRBDC completed final engineering review for Stage III remediation. Scheduled to be bid January, 2002 and contract award in April 2002.
4. Pipeline locations & elevations west of Kennedy Avenue in Stage V Phase 2 are requested by the COE and can cost LCRBDC up to \$40,000.
 - Should we request the COE to do this as part of their engineering services that include utility coordination.
5. LCRBDC doing final engineering review for Stage VI Phase 2 (Liable to Cline, south of the river).



**WORK STUDY SESSION
6 DECEMBER 2001**

**LAND ACQUISITION / LAND MANAGEMENT
ARLENE COLVIN, CHAIRPERSON**

- 1.) **OFFERS/CONDEMNATIONS:** There are no increased offers or condemnations.
- 2.) Public Meeting for Stage VIII held at Wicker Park Social Center was attended by 85 landowners from a 235 mailing. Corps and several Commissioners attended. Perhaps Dan or Commissioner Carlson, Davis, Huffman, or Mroczkowski would like to add details?
- 3.) The Operation and Maintenance Summary Chart for the Gary segments along the river has been completed. The Summary needs to be reviewed and discussed. (Refer to Jim for details.)
- 4.) For the Work Study Session only:
We have new information on the 75 ft. drainage easement along the river. Lou has researched a new case, *Mattingly v. Warrick Co. Drainage Board April 2001*. From this it seems the Little Cal has a 75' right-of-entry and right-of-way on the property. This case may have a bearing on the Krosan Development problem and future appraisals in the Kennedy Industrial Park Area. (Refer to Lou for specifics.)



CONFIDENTIAL**Attorney Client Communication
Subject to Work Product Immunity and
Deliberative Process Privilege**

TO: The Little Calumet River Basin Development Commission

FROM: Louis M. Casale,
Casale, Woodward & Buls, LLP

DATE: December 6, 2001 RE: Krosan and the Regulated Drain

FACTS:

At the south end of the Krosan property located in the Krosan Interstate Business Park on Lot 2, Merrimac Addition, extending 75' landward from the top of the bank is a drainage easement because of the existence of a regulated drain. A "regulated drain" is an open drain, a tiled drain, or a combination of the two, IND. CODE 36-9-27-2 (2001). The drain was transferred from the Lake County Drainage Board to the Little Calumet River Basin Development Commission for the purpose of flood control construction.

A regulated drain within the Little Calumet River basin is no longer subject to the powers of the county surveyor and drainage board; instead, the Little Cal is granted the same powers over and upon private land that is given the surveyor and drainage board under Indiana Code section 36-9-27-33. IND. CODE 14-13-2-29(b) (2001). A plain reading of Indiana Code section 36-9-27-33 shows that the legislature intended to create both a 75' right-of-entry and 75' right-of-way, or easement. *Mattingly v. Warrick Co. Drainage Board*, 743 N.E.2d 1245, 1251 (Ind. Ct. App. 2001). Therefore, Little Cal has a 75' right-of-entry and right-of-way on the property where the regulated drain sits.

The problem is that Krosan has announced plans to encroach upon the Little Cal's drainage easement to build a road around one of his warehouses. The Little Cal intends to enforce its easement rights and require Krosan to ask for permission from the Little Cal before he builds the road.

ISSUE:

Can the Little Cal restrict Krosan from building a road on its regulated drain right-of-way?

BRIEF ANSWER:

Yes, under Indiana Code section 36-9-27-33(d) Krosan needs written consent from the Little Cal to encroach upon the right-of-way and build a permanent structure. Also, under *Mattingly*, Krosan will be unable to argue that any denial by Little Cal to encroach upon the right-of-way is an unconstitutional taking.

EXPLANATION OF ANSWER:

1. **Krosan cannot place a permanent structure on the right-of-way without permission**

Permanent structures may not be placed on any right-of-way without the written consent of the board. Temporary structures may be placed upon or over the right-of-way without the written consent of the board, but shall be removed immediately by the owner when so ordered by the board or by the county surveyor. IND. CODE 36-9-27-33(d) (2001). A structure is something constructed. *American Heritage Dictionary*, p. 1782 (1992).

Since Krosan would need permission from the drainage board to build a road, he will have to receive written consent from the Little Cal because under Indiana Code section 14-13-2-29(b) it is given the same powers of the drainage board or county surveyor. Also, the road Krosan wants to build would fall under the definition of "permanent structure" because a road is "something constructed". Therefore, Krosan must have permission from the Little Cal before he can build his road.

2. **It is not a taking if the Little Cal prohibits Krosan from building the roadway**

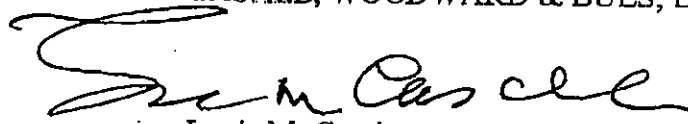
No unconstitutional taking occurs when a Drainage Board prohibits construction of a permanent structure on a right-of-way. *Mattingly v. Warrick Co. Drainage Board*, 743 N.E.2d 1245, 1251 (Ind. Ct. App. 2001). In *Mattingly*, the plaintiff purchased land and learned a regulated drain abutted the western border of the property, and that his construction project encroached upon the right-of-way associated with the drain. He then asked the Drainage Board to reduce the right-of-way from 75' to 25', but the Board refused. He sued the Board alleging an unconstitutional taking for their refusal to reduce the right-of-way.

The court said that the plain reading of Indiana Code section 36-9-27-33 shows that the legislature intended to create both a 75' right-of-entry and 75' right-of-way, or easement. *Mattingly*, at 1249 (citing *Johnson v. Kosciusko Co. Drainage Bd.*, 594 N.E.2d 798, 804 (Ind. Ct. App. 1992)). The court also ruled that the plaintiff had constructive notice of the 75' right-of-way because the county surveyor keeps a public list of all regulated drains. *Mattingly*, at 1251. Finally, the court ruled that the establishment of a regulated drain without compensation does not qualify as an unconstitutional taking of property. *Id.* (citing *Johnson*, 594 N.E.2d at 804-05).

Like the plaintiff in *Mattingly*, Krosan purchased land that abuts a regulated drain and plans a construction project that encroaches upon a regulated drain right-of-way. Therefore, *Mattingly* is a case Little Cal can rely upon to thwart any effort by Krosan to either reduce the right-of-way from 75' or combat any charge that a refusal by the Little Cal to build a road constitutes a taking.

Respectfully submitted,

CASALE, WOODWARD & BULS, LLP



Louis M. Casale

LMC/amo

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

REPLY TO
ATTENTION OF

29 November 2001

District Engineer

Scott L. King
Mayor
City of Gary
401 Broadway
Gary, Indiana 46402

RE: Response to 10 November 2001 letter to Chicago District Commander Colonel Mark A. Roncoli.

Dear Mayor King:

Thank you very much for your recent letter. I appreciate the opportunity it gives me to describe our Little Calumet River mitigation project to you, and to perhaps clarify some misconceptions. Foremost, I am pleased to inform you that nearly 175 acres, roughly half of the required mitigation, will occur in your city, with implementation expected to begin this coming spring, the spring of 2002. This is proportional to the amount of levee construction in Gary, given that approximately half of the project levee miles requiring mitigation occur there. The remainder of the mitigation will occur in another portion of the Little Calumet River watershed.

I am as committed to assuring the success of project mitigation as I am to the success of the project itself. The amount of mitigation occurring in Gary being proportional to the amount of levee construction there may appear intentional, but it is in fact a coincidence. We did not choose our mitigation sites based upon the number of levee miles occurring in a particular city, rather we chose those sites based upon an in-depth interagency analysis of properties for all the right ecological reasons. Among the variables to undergo this interagency scrutiny was the capability of sites to successfully support the mitigation in terms of soils, hydrology and other factors. It is these factors that will determine the success of this mitigation project.

It has taken many years of coordination and negotiation with State and Federal agencies to achieve regulatory approval as well as congressional and broad public support. To change the plan and place the remainder of the project mitigation in degraded, developed areas that will result in extensive invasion by exotic species, thus requiring intensive long-term management to support native species and to maintain natural processes, carries a significantly greater chance of failure.

Your letter asks why the mitigation is not being performed in Gary, "whose citizens directly suffered the damage for which mitigation is being done." You now know that this is not the case, and that the city of Gary is in fact receiving a fair share of mitigation. Let me say further that the citizens of Gary were suffering damage from flooding and it is habitat that suffered damage for which mitigation is being done. In other words, the purpose of mitigation is to compensate for habitat impacts. It is the purpose of the flood control project itself to benefit the citizens of Gary. I am pleased and gratified by the statement in your letter that you are "generally pleased" with the project's progress.

Your comment that land purchased for the flood control project was intended for mitigation is a common misconception. I'm happy to clarify it for you now. That property has always been intended for flowage, not mitigation. The confusion may come from the fact that we have agreed, and have made a thorough and concerted effort, to mitigate to the extent possible on project lands. I think the fact that your city is receiving nearly half of the total mitigation project is a fair and genuine indication of that effort.

On 26 November 2001, my staff confirmed with Little Calumet River Basin Development Commission Executive Director Dan Gardner that the Local Sponsor did not pay for an alternative mitigation plan. They were offered a plan that discusses, in a general way, means of handling flowage easement property that the USACE does not require for mitigation and, according to Mr. Gardner, that plan was by no means offered with the intention of gaining the state required water quality and flood zone construction permits.

So let me assure you that all reasonable efforts to perform mitigation for this project in the city of Gary have in fact been carried out and that we have planned, designed and coordinated the mitigation project to ensure, to the extent humanly possible, that it will be carried out successfully.

I thank you for your interest in our project and encourage you to contact me if I may be of any further assistance to you.

Sincerely,



Mark A. Roncoli
Colonel, U.S. Army
District Engineer

Copies Furnished:

Governor Frank O'Bannon
Honorable Peter J. Viscloski
Director Larry D. Macklin, IN-DNR
Commissioner Lori R. Kaplan, IDEM
Director Dan Gardner, LCRBDC
Chairman William Tanke, LCRBDC

1

1

PROJECT ENGINEERING
MONTHLY STATUS REPORT
For meeting on Thursday, December 6, 2001

(Information in this report is from October 27, 2001 – November 27, 2001)

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

1. Project completed on July 10, 1992.
Dyer Construction – Contract price \$365,524
2. Harrison Street – INDOT raising of bridge over I-80/94 approx. 7' at the bridge.
 - A. We received a request from INDOT for a ROE at Harrison Street, South of I-80/94 on August 9th, 2001 to get a field entrance for construction.
 - We submitted a letter to INDOT on August 20th, 2001, requesting more detail as to location of this property prior to our issuing a right-of-entry.
 - B. We sent a letter to INDOT on September 4th informing them that all design for any work that would impact our project should be coordinated with the COE (through Imad Samara) in order to comment on engineering.

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)
 - **Current contract amount** - \$3,477,249.66
 - **Original contract amount** - \$3,293,968.00
 - **Amount overrun** - \$183,281.66 (5.6%)
2. A final inspection with the LCRBDC and the COE will be scheduled for this entire portion of the project no later than **December** of 2001.

175
2
350

1935
965

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

1. The final inspection, and punch list items have been completed. We received a letter from the COE on November 22nd, 2000, indicating Webb Construction has completed this work in accordance with the provisions of the plans and specs.
 - Currently, \$3,915,178.36 has been spent on this project.
 - Overrun (over original bid) \$463,196
 - Balance (to be paid to contractor) \$189,875

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

1. Project is approx. 98% completed. (All work is completed except for the pump station.)
 - Current contract amount - \$4,186,070.75
 - Original contract amount - \$3,089,692.00
 - Amount overrun - \$1,096,378 (36%)
2. A final inspection will be scheduled with the LCRBDC and the COE for this entire project, including the Ironwood stormwater pumping station, no later than **December 2001**.

STATUS (STAGE III) Chase to Grant Street:

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

STAGE III DRAINAGE REMEDIATION PLAN.

1. We received 100% plans and specs for review from the COE on November 1st, 2001, requesting comments no later than November 30th, 2001. We sent copies to GSD, WREP, city engineer and LEL. 1-2
2. COE estimates approx. \$1 million to do this work. \$800,000 for ditches and pumps, \$50,000 to engineer an 18,500 GPM pump station West of Grant St. & remainder toward work with the City of Gary.
3. The scope of this project is to include the following:
 - Lift stations West of Grant to remediate drainage problems due to Stage III construction
 - East Reach remediation lift station for interior drainage
 - East Reach remediation demolition
 - Extending the combination sewer East of Grant Street, North to our line of protection
4. Tentative schedule is to advertise **December 2001** and start construction in the Spring of 2002.

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.
 - Current contract amount - \$3,013,910.52
 - Original contract amount - \$2,708,720.00
 - Amount overrun - \$305,109 (11%)

2. The final inspection was held on August 30th, 2001, and tools & manuals were given to the LCRBDC.
3. Will still require "as-built" drawings, and minor punch list items need to be completed.

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

1. Dyer Construction was low bidder. Given 450 days to complete
 - Current contract amount - **\$4,185,593.96**
 - Original contract amount - \$3,862,736.65
 - Amount overrun - **\$322,857 (8%)**
2. Overall construction is **now** complete. The COE did a preliminary walk-thru with the contractor on October 17th, 2001, to get a preliminary punch list.
 - When these items are completed, we will do a final inspection of this segment – anticipate this in **December**, 2001
 - An inspection is anticipated for Fall, 2001

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

1. Dyer Construction-95% complete.
 - Current contract amount - \$3,504,445.80
 - Original contract amount - \$2,473,311.50
 - Amount overrun - \$1,031,134 (42%)
2. The North Burr Street stormwater pumping station has been completed.
 - A. A meeting was held on February 8th, 2000, with the COE and GSD to review design and installation of auxiliary power hook-up with a portable generator.
 - B. All electric has been completed, the metal building is installed, and the total project is done except for some minor trench settling. We will be scheduling an inspection with GSD/WREP in early **December**.
 - C. Austgen Electric is the contractor.

STATUS (Stage IV Phase 2B) Clark to Chase

1. 100% of levee construction has been completed, and the projected overall completion is for the summer of 2001. A final inspection was held on July 23, 2001 with the LCRBDC prior to turnover.
 - A. The final inspection was held with the COE and Dyer Construction on July 23rd, 2001, and we received the O&M Manuals.
2. Project money status:
 - Current contract amount - \$1,938,357.86
 - Original contract amount - \$1,530,357.50
 - Amount overrun - \$408,000 (27%)

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

1. The bid opening was held on May 9th, 2000
 - The low bidder is Dyer Construction.
 - Current contract amount - \$2,228,652.16
 - Original contract amount - \$2,074,072.70
 - Amount overrun - \$113,604.62 (6%)

2. The final inspection was held on August 30th, 2001, with minor punch list items to be completed. Manuals and tools, and "as-built" drawings will be turned over to LCRBDC.
3. The drainage ditch north of the Mansards is having sloughing problems that should be corrected when Burr Street Phase II is completed.

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

1,400 feet:

1. We wrote a letter to the COE on May 21st, 2001, requesting final information for all utility re-locates in order that we may proceed with agreements.
 - We received an email from the COE on November 20th, 2001, indicating that this project is currently on hold and that they are concentrating their efforts on other segments.
2. We received plans and specifications from the COE on July 11th, 2001. A "plan-in-hand" meeting was held on July 31st, 2001, and our final comments were submitted to the COE on August 7th, 2001. (These comments are available upon request).
3. Three (3) structures scheduled for demolition will be done by LCRBDC prior to project due to safety & vandalism concerns. Will be deleted from plans (see Land Acq. Report).
4. The projected government estimate for this project is approximately \$3.6 million.
 - LCRBDC needs to review spending through 2003 (this biennium) to establish priorities. The \$5.5 million may not allow this construction if land acquisition and utility re-locates in the West Reach exceed original cost estimates.
 - We included the Land Acq., utility re-locates, and our portion for construction into this biennium, but are pursuing the possibility of making this project part of the flood control project (not a betterment).

3

STATUS (Stage V Phase 1) Wicker Park Manor:

1. Project completed on September 14, 1995.
Dyer Construction – Contract price \$998,630
2. Phillips Pipeline directional bore under the existing levee is currently being engineered by Phillips. Awaiting their design and cost by June, 2001.
 - As of March 23, 2001, a temporary hold has been put on this engineering request due to current funding restrictions.

STATUS (Stage V Phase 2):

1. With the approved \$5.5 million for this biennium and with \$5.5 million assumed for the next biennium, we project a fall, 2005 advertising date.
2. A utility coordination meeting was held on November 16th, 2000 with all pipelines, utilities, etc. that will be impacted in the NIPSCO corridor West of Kennedy Ave.
 - A. We have received cost information from the pipeline companies to do the work necessary to accommodate I-walls. The total cost in this corridor and for 2 directional bores west of the RR will total approximately \$1.1 million.
 - B. We made a request to NIPSCO on August 22nd for copies of all subordinated agreements with other pipelines to allow our attorney to review their responsibilities to repair or modify their pipelines.
 - We received copies of (3) of the (9) different pipelines on August 31st.

3. We received a letter of request from North Township on July 9th, 2001 to re-align the levees adjacent to Hart Ditch further Westward to allow more room to develop property on the Wicker Park Golf Course.
 - Currently, the design will require 300' between center lines of levees, the layout has the levee on Wicker Park approx. 220' East of Hart Ditch and the levee on the Munster side approx. 80' West of Hart Ditch.
 - This is due, on the Munster side, to the limitations of real estate, and to the proximity of residential dwellings.
 - The meeting with Munster and North Township was held on July 19th, 2001. It appears North Township will try to minimize impacts to the Munster side if the COE might do some considerations.
4. We requested an email from Highland/COE regarding drainage concerns with INDOT in the area around and adjacent to the Tri-State Bus terminal.
 - A meeting was held with the COE, INDOT, LCRBD, North Township and Highland on June 14th, 2001, to review these drainage concerns.
 - A potential exists to partner between Highland, North Township and INDOT to build a pump station in the ditch area West of Tri-State.
 - We received a letter from the COE dated May 24th, 2001 (on July 3rd) indicating to INDOT that the ponding in this area is likely to be substantially greater and it would be in the best interest of the community if they would include a pumping unit.
 - We are gathering information on hydrology from Highland, North Township (Wicker Park) – to be provided by the COE and INDOT. **(Ongoing)**
5. We received a request from the COE on September 26th, 2001, to obtain additional information on the pipeline corridor for locations and elevations.
 - We received a quote from GLE for the survey work at a cost not to exceed \$3500.
 - We met Badger Daylighting on October 18th, 2001, to review scope of work. **We received a letter on November 12th, 2001, indicating they could do the pipe exposing for \$12,200 during dry conditions and \$37,000 in wet conditions.**

STATUS (Stage V Phase 3) Woodmar Country Club:

1. Refer to Land Acquisition report for status of appraisal process and revised schedule.
 - As per our June 7th, 2000 partnering meeting, the schedule shows a March 2002 advertising date. This date will be pushed back due to funding restrictions even if we get the \$5.5 million for this biennium. The construction sequence due to hydrology will push construction back in the schedule.
2. Appraisal work ongoing (refer to Land Acquisition report).

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

1. Legal descriptions North of the river have been completed by GLE, and legals South of the river have been completed by DLZ.
 - A. Legals have been done for Hammond, HSD, and Hammond Parks between the Highlands Apartments and the S.E. Hessville Pump Station.
 - These lands include approx. 62 acres of ownership and when the appraisal is completed, we will coordinate with Hammond for turnover of these lands for our project.

- B. Highland properties were completed (plats & legals) by DLZ and given to Dale Kleszynski (appraiser) at our July 19th, 2001 Real Estate meeting. (Approx. 62 acres.) See Land Acq. Report.
 - C. Preliminary appraisal work has been completed for the Kennedy Industrial Park area (see Land Acq. Report).
2. A letter was sent to the COE on November 15th, 2001, requesting a list of all utilities, locations, costs, etc. in order that we may proceed with utility re-location agreements in a timely manner. 6

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

- 1. Rani Engineering was awarded the A/E contract by the COE in January 2000. (They are out of St. Paul, Minnesota.)
- 2. We received a letter from INDOT to Rani Engineering on January 8, 2001 indicating their concerns regarding culverts & recreational proposals.
 - A. A meeting was held with RANI, the COE, INDOT, and the LCRBDC on April 11, 2001 to review these and other engineering issues.
 - INDOT agreed we could cross Cline Avenue at the existing light at Highway Avenue. (See Recreation Report).
 - A meeting was held with Griffith to review proposed route for recreation trail east of Cline on June 27th and a preliminary review meeting was held with Highland on July 5th, 2001.
 - A meeting was held with the Cline Avenue Baptist Church on July 16th, 2001, to investigate getting an easement on their property. (See recreation report)
 - B. We are still not at the 50% level of review – many issues to still be resolved. The COE agreed we would have one more opportunity to review and comment prior to their 100% submittal.
 - Highland submitted a letter to the COE on August 20th requesting re-consideration of design regarding storm sewers and drainage changes & responsibilities to modify and construct.

STATUS (Stage VII) Northcote to Columbia:

- 1. The final contract with Earth Tech to do the A/E work for this stage/phase of construction was signed and submitted by the COE on December 21st, 1999.
- 2. We received a request for a 75% review from the COE on January 16, 2001 along with their comments and responses to our 50% review.
 - We sent a letter to the COE on February 1 with comments to their 75% submittal indicating a number of concerns and requesting another review opportunity prior to the 100% review. (No response as of **October 26th**, 2001).
- 3. A public meeting will be scheduled with both communities. (This will be after the 75% BCOE review process). **Tentatively end of January, 2002.**

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

1. The A/E award was given to S.E.H. (Short, Elliot & Henderson Inc.)
2. **A public meeting was held at the Wicker Park Social Center for Hammond and Munster on November 28th, 2001, to gather public information and to answer questions.**
 - The current design is at the 50% level.
3. **A letter was sent to the Lake County Highway Dept. on November 20th, 2001, requesting that our concrete closure slab on Hohman Ave. be incorporated into their bridge project which is scheduled to start on April 1st, 2002.**
4. We received a letter from NICTD dated October 9th, 2001 with the engineering/recreational design concerns in the area under I-80/94.

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

1. Dyer Construction is the contractor. Construction was started on September 13th, 1999, and was completed in December, 2000 excluding minor punch list items.
2. Project cost information
 - Current contract amount - \$1,873,784.68
 - Current contract amount - \$1,657,913.00
 - Amount overrun - \$215,971 (13%)
3. A final inspection was held with the COE and Dyer Construction on July 23rd, 2001 and we received copies of the O&M manuals.
 - We received "as-built" drawings from the COE on June 25th and distributed to the city of Gary on June 27th.

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

1. We received copies of the final submittal of the drawings and specifications for 29th & Hanley, Black Oak, and Chase St. wetlands sites from the Conservation Design Forum on September 28th, 2001 (dated September 24th, 2001).
 - LCRBDC did not have the opportunity to coordinate at the 50% level.
2. The COE is anticipating to advertise this portion of construction this Fall and start construction in the Spring of 2002.
3. This includes 29th & Hanley, areas between levees West of Chase and East of Clark.
4. They are proposing to use the most qualified contractor rather than bidding it out. The contractor will need a botanist.
 - This is projected to be a \$1 million contract – our portion at 25% is \$250,000, and the Corps anticipates we need to contribute 60% this biennium (approx. \$150,000).
5. **A letter was written by Mayor King to Colonel Roncoli on November 10th, 2001, requesting Gary lands be used for mitigation rather than Hobart Marsh (asking for a re-evaluation).**

West Reach Pump Stations – Phase 1A:

1. The four (4) pump stations that are included in this initial West Reach pump station project are Baring, Walnut, S. Kennedy, and Hohman/Munster.
2. Low bidder was Overstreet Construction. Notice to proceed was given on November 7th, 2000 – 700 work days to complete (Oct. 2002)
 - Current contract amount - \$4,638,400.00
 - Original contract amount - \$4,638,400.00
 - Amount overrun – none
3. A pre-construction meeting was held on November 27th, 2000, to discuss scheduling, establish points of contact, and coordination.
 - **Baring started** July 2001, Hohman/Munster in August 2001, and S. Kennedy and Walnut in September 2001. Anticipated completion is October 2002.
4. **Baring Pump Station**
 - 5% complete
 - 2 pumps on site
 - concrete work starting**Walnut Pump Station**
 - 6% complete
 - 3 pumps currently being re-built
 - Electric demolition begun**S. Kennedy Pump Station**
 - 5% complete
 - One pump being re-built
 - Concrete pads being constructed**Hohman/Munster Pump Station**
 - 5% complete
 - Electric demolition ongoing
 - 2 pumps installed and ready for operation
 - 2 additional pumps received and ready for installation
5. We received a status report from the COE on November 26th, 2001. //

West Reach Pump Stations – Phase 1B:

1. The Two (2) pump stations included in this contract are S.E. Hessville (Hammond), and 81st Street (Highland). **Overall project is 99% complete.**
 - A. A final inspection was held for both stations on September 18th, 2001. We received a letter that day listing key turnover items.
 - B. We received an email from the COE on November 7th, 2001, indicating that we **will be receiving the final O&M Manuals in the near future.** 12
2. Thieneman Construction from Griffith, IN was the successful bidder.
 - Current contract amount - \$2,120,730.12
 - Original contract amount - \$1,963,400.00
 - Amount overrun - \$157,330 (9%)
3. We received a status report from the COE on November 26th, 2001. //

North Fifth Avenue Pump Station:

1. The low bidder was Overstreet Construction
 - Current contract amount - \$2,387,500.0
 - Original contract amount - \$2,387,500.00
 - Amount overrun - none
2. A pre-construction meeting was held on May 21st with Overstreet Construction, town of Highland, COE, NIPSCO, and the LCRBDC.
 - There are currently 10 pumps and all of these will be replaced with new and will be coordinated with the town of Highland.
3. We received a status report from the COE on **November 26th, 2001.** //

GENERAL:

1. Utility Re-locations:
 - A. On June 20, 2001, a utility coordination meeting was held with the LCRBDC and the COE to discuss utility status and how to track each relocation.
 - Compensability for utility relocations was discussed and milestones were presented for review to Don Valk and the COE on March 20, 2001.
 - B. A utility coordination meeting was held with the COE on September 10th, 2001, to review scheduling, status of relocations, and compensability issues.
2. The Gary Sanitary District/White River Environmental Group has had engineering/hydrology and maintenance concerns with our design and installation for flood protection that they feel needs to be addressed prior to them agreeing to any O&M responsibility. (See Land Management Report.)
3. **An Engineering Committee meeting was held on November 13th, 2001, to review a tentative list of cost savings issues for our project.** 13-14
 - A. These included reviews of our rights and entitlements of our 75' drainage easement, re-channeling of the river to lessen impacts to property owners, hydrology changes near the state line due to Cady Marsh modifications and the Thornton Quarry, and re-consideration of our approach to Woodmar Country Club.



US Army Corps
of Engineers,
Chicago District

LETTER OF TRANSMITTAL

To: James E Pokrajac
Little Calumet River Basin Development
Commission
6100 Southport Road
Portage, Indiana 46368

From: Imad Samara

Subject: Little Calumet River, Stage III
Remediation

Date November 1, 2001

Attn:

X

| No. of Copies | |
|------------------|--------------------------------------|
| 3 | Stage III Remediation Plans |
| 3 | Stage III Remediation Specifications |
| 3 | 50% BCOE Comment Responses |
| | |
| | |

Sent to you for the following reason:

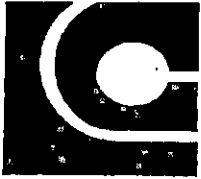
☐ For Approval ☐ Review Completed ☐ Revise and Resubmit
☒ For Your Use ☐ Not Reviewed ☐ Returned
☐ For Review and Comment Other: _____

Remarks: Please review the 100% BCOE Set of Plans and specifications for the Stage III Remediation
Please provide your comments in the COE format By November 30, 2001.

Copy To: File

Signed: 

Imad N. Samara, Project Manager
U.S. Army Corps of Engineers, Chicago District
111 North Canal Street, Chicago, Illinois 60606-7206, (312) 353-6400 Ext. 1809, FAX (312) 353-2156



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

November 2, 2001

Mr. Roland Elvambueno
City of Gary Engineer
Gary City Hall
401 Broadway
Gary, Indiana 46402

Dear Roland:

Enclosed is a copy of the letter of transmittal from the Army Corps of Engineers requesting a 100% engineering review of their plans and specifications for the Stage III remediation project. Also enclosed is a copy of the 50% comments and responses from different reviewers for your information. We request that you review these plans and specifications and provide your comments to the COE no later than November 30, 2001. It is our understanding that the scope of work for this project will include the following:

1. The drainage remediation for the area west of Grant Street and south of the Little Calumet River that will address drainage problems created by the installation of our levees. Part of this will tie into the proposed pump station that will be part of the Grant Street project currently being coordinated by the city of Gary.
2. The extension of the box culvert for the combined sewer east of Grant Street up to the existing line of protection adjacent to the existing pump station provided as part of our flood control project. (The openings in the I-Wall are existing)
3. The pump station that will be provided to address interior drainage concerns for our newly constructed Marshalltown levee. This station will be installed to address interior drainage concerns for Marshalltown.

At this point in time, the COE is intending to advertise this project late in December 2001. They are intending to open the bids at the end of January 2002, and intend to award the contract the end of March 2002. With this schedule, the actual construction would probably start in April or May of next year. If you have any questions regarding this request, please contact me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/encl.
cc:

Arnie Muzumdar
Arlene Colvin
Imad Samara, COE
Murphy O'Riley, COE
Jim Flora, R.W. Armstrong Co.

Sandy Mordus

From: "Plachta, Jan S LRC" <Jan.S.Plachta@lrc02.usace.army.mil>
To: "Littlecal" <littlecal@nirpc.org>
Cc: "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>; "O'riley, James M LRC" <James.M.O'riley@lrc02.usace.army.mil>; "Plachta, Jan S LRC" <Jan.S.Plachta@lrc02.usace.army.mil>
Sent: Tuesday, November 20, 2001 2:42 PM
Subject: RE: Utilities.xls

Jim,
The Burr Street Betterment levee Phase 2 project is currently on hold. We are concentrating our work efforts on the Stage III, Grant Street Pump Station and Stage VI, Phase 1. As requested in your letter of November 15, 2001, we will assist you with the utility relocations on the Stage VI, Phase 1, project.
Happy Thanksgiving to you!
Jan

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

From: Littlecal [mailto:littlecal@nirpc.org]
Sent: Tuesday, November 20, 2001 11:18 AM
To: Plachta, Jan S LRC
Subject: Re: Utilities.xls

Jan:

I requested information for Stage VI Phase 1 as well as the Betterment levee Phase 2, which would include the specific location of each utility relocation as well as the cost, the design, and any other pertinent information that we will use to enter into utility relocation agreement. Please provide me with a list of these utilities as listed above.

Jim Pokrajac

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

From: Plachta, Jan S LRC
To: 'Pokrajac, Jim'
Cc: Plachta, Jan S LRC
Sent: Tuesday, November 20, 2001 8:50 AM
Subject: Utilities.xls

<<Utilities.xls>>

Jim,
Enclosed is the data I have on the Stage VI utilities. Imad told me that this is what you were looking for.
Have a great day!
Jan



Garcia LE & Associates, L.L.C.
Consulting Engineers

October 19, 2001

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

Re: Pipeline Locations

Dear Sir:

GLE is pleased to submit this proposal for land surveying services for your site. We hereby confirm the scope of work, which GLE will provide to you. This proposal also outlines our understanding of the schedule, compensation to GLE, and our general terms and conditions.

SCOPE OF WORK

1. GLE shall provide the location and elevation of the excavated pipeline for the Stage V, Phase 2 portion of the Little Calumet River Levee Protection Project. GLE shall establish the northern and southern alignment for the proposed excavations as shown on the attached drawing which was received from the COE.

SCHEDULE

The work is to be completed within two (2) weeks of your notice to proceed.

COMPENSATION

The fee for this work is not to exceed \$ 3,500.

We appreciate the opportunity of providing further assistance to your project.

Sincerely,
GLE


Jeff Yatsko
Project Engineer

jmy:JMY:JEG

Approved for:
Little Calumet River Basin Development Commission

Dan Gardner, Executive Director

Date: _____
F:\lcrbdc\PROPOSALpipelines.doc

Atlas Daylighting LLC



Aqua-Vac Excavation

November 12, 2001

Mr. James E. Pokrajac
Little Calumet River
Basin Development Commission
Fax: 219-762-1653

Dear Jim:

Proposed price for coordination with 8 pipeline Companies to obtain top of pipe location and elevation for 14 underground pipelines in Nipsco Utility easement.

\$12,200.00 includes backfilling holes and restoration when conditions are dry and accessible.

\$37,000.00 if accessibility requires swamp mats or other means of gaining entry for location in wet conditions.

Locations are closer to river on the north side of the river and north of the dike on the south side of the river.

We will require access to utility easement on the north and south sides of the Little Calumet River. Please call if you have any questions.

Sincerely,

Mike Jackson
Operations Manager

MJ/rle



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
*Porter County Commissioners'
Appointment*

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
*Mayor of Hammond's
Appointment*

ARLENE COLVIN
*Mayor of Gary's
Appointment*

STEVE DAVIS
*Dept. of Natural Resources'
Appointment*

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
*Lake County Commissioners'
Appointment*

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

November 15, 2001

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

Dear Imad:

At our last real estate meeting of October 30th, we agreed that the LCRBDC would proceed with acquisition for Stage VI Phase 1 due to the hydrology concerns that would occur prior to completing the control structure west of Hart Ditch. We understand that the current COE schedule would be to advertise late in the fall of 2002 and begin construction in the spring of 2003. In order for us to proceed with construction, utility relocations need to be addressed in a timely manner.

Will you please provide us with a list of all utility relocations that would include the costs, locations, and engineering for each of these relocations in order that we may proceed with the necessary agreements? Once all the agreements are in place, we can coordinate with each utility at some point prior to construction in order that these relocations can be done.

Please respond in a timely manner so we can proceed with an often lengthy process and get the signed agreements in place. If you have any questions regarding this request, please contact me at the above number.

Sincerely,

James E. Pokrjac, Agent
Land Management/Engineering

/sjm
cc:

Chrystal Spokane
Lou Casale
Jim Flora
Judy Vamos

6



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners'
Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's
Appointment

ARLENE COLVIN
Mayor of Gary's
Appointment

STEVE DAVIS
Dept. of Natural Resources'
Appointment

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners'
Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

14 November 2001

Dear Current Property Owner:

The Little Calumet River Basin Development Commission wishes to make contact with you to discuss the Little Calumet River Flood Control and Recreation Project. You are invited because of your proximity to the project.

You are personally invited to attend a public meeting for the landowners and those affected by the project on:

Wednesday, 28 November 2001, 6:30 p.m.

Wicker Park Social Center. (A map of the park buildings is included)
Ridge Road and Rte. 41 in Highland, IN

As you may know the Commission and United States Army Corps of Engineers are engaged in a flood control and recreation project along the Little Calumet River. While construction is still in Gary, plans are being prepared for the Highland, Hammond, and Munster portion of the river.

At project completion you'll receive the benefits of:

- Removal of your property from the floodplain,
- Increased value and salability of your property,
- Better protection from the river
- Elimination of the need to purchase costly flood insurance.

The intent of the meeting on 28 November is to explain the project details, the benefits to you and your neighbors, and to answer your questions about construction schedule, appraisals, offers, etc. Plans are at a 50% stage and construction is several years in the future, however, your input is crucial at this point. A seven minute video explaining the project will be shown, followed by a short presentation with a question and answer period. Representatives of the Little Calumet River Basin Development Commission, the Army Corps of Engineers, and the Indiana Department of Natural Resources will be there to answer questions.

Please make every effort to attend this very important meeting. If you have questions or cannot attend, please call Judith (Judy) Vamos, Land Acquisition Agent for the flood control project, at 219-763-0696, Monday through Friday, 9 am to 5 pm.

We're looking forward to seeing you on Wednesday, the 28th of November.

Sincerely,



Dan Gardner, Executive Director

cc: Mayor, City Council, and Municipal Departments of City of Hammond
Town Council and Municipal Departments of the Town of Munster
Town Council and Municipal Departments of the Town of Highland
State Senators Frank Mrvan and Sam Smith
State Representatives Dan Dumezich, Linda Lawson, and Dan Stevenson
G. Greg Cvitkovich, North Township Trustee
North Township Advisory Board



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

November 20, 2001

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

Dear Duane:

It is our understanding that the construction of the new bridge over the Little Calumet River at Hohman Avenue is scheduled to start as early as April 1, 2002. Our current plans for the flood protection from the Little Calumet River indicates that we propose to install a concrete slab that will be used for sand bag closure installation on Hohman Avenue during a flood event, and that this slab be removed from our project and be incorporated into your contract. It will be to everyone's benefit to interfere with public traffic only once and to not have to tear up your new construction at the time we install our flood control project. We need to have a coordination meeting or conference call to discuss how we will incorporate this into your scope of work and the method by which this will be paid for. Our construction in this area will be a minimum of 6-7 years from now. The Army Corps of Engineers currently has plans and specifications available showing the design and location of this structure that could be made available to you after we discuss how we wish to coordinate this request.

If you have any questions regarding this or would like to discuss the possibility of setting up a date for our coordination, please contact me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm

cc: Mark Malczewski
Mike Hickey, SEH
Arnie Muzumdar, North-West Engineering
Imad Samara, COE



OFFICE OF THE MAYOR
GARY, INDIANA 46402 - 1236

SCOTT L. KING
MAYOR

(219) 881-1301
FAX (219) 881-1337

November 10, 2001

Colonel Mark A. Roncoli
USACOE, Chicago District
111 North Canal Street
Chicago, IL 60606

RE: Wetland Mitigation For Little Calumet River Levee Project

Dear Colonel Roncoli:

I am writing to express my concern regarding the legally required wetland mitigation for the Little Calumet River Levee project. As you are aware, the City of Gary will be positively impacted by the Levee project by virtue of receiving flood protection provided by completion of the project. Therefore, for many years we have cooperated with the project and have been generally pleased with its progress. However, as a natural result of the project, numerous acres of wetlands have been adversely impacted and/or destroyed. For some time, I have understood from discussions with the Little Calumet River Basin Development Commission (LCRBDC) that mitigation would likewise be in Gary. In fact, it is my understanding that the LCRBDC expended a substantial amount of money, approximately \$1 million dollars, purchasing land in the Little Calumet River basin in Gary to be used for this mandatory wetland mitigation and had retained mitigation experts who put forth a feasible and legitimate plan for doing all of the wetland mitigation, approximately 480 acres, in Gary in the immediate vicinity of the Little Calumet River.

In partial reliance on that understanding, we have embarked upon our own planning process to maximize the quality of life, economic and environmental benefits of the mitigation by expanding on it and developing compatible uses for adjacent areas. To that end, we are presently working with others in studying the Little Calumet and Grand Calumet Rivers in order to maximize the use, and protection, of environmentally significant areas. All of these

efforts, if successful, would have a very substantial, positive impact on Gary and the quality of life for its citizens.

It has now come to my attention that the U.S. Army Corps of Engineers may be jeopardizing these efforts by directing the location for most of the Levee project's wetland mitigation be changed from along the River in Gary to an area in the City of Hobart which is not in the Little Calumet corridor, the LCRBC'S jurisdictional area "or of similar characteristics to the wetlands in Gary that have been damaged or destroyed by the project. It is my understanding that at least part of this change in plans is due to purported environmental concerns that preserving and improving the area in Hobart is more important and valuable than creating and improving wetlands in Gary. While I am not in a position to judge the value of doing the proposed mitigation in Hobart, I can't imagine any reason why it would be more valuable than doing it in Gary, whose citizens directly suffered the damage for which the mitigation is being done.

It would be very disappointing to me if the lands located along the Little Calumet River in Gary are not utilized for the wetland mitigation. The Little Calumet River and its environs are a very important resource for Gary and all of Northwest Indiana and I believe that, to the extent reasonably possible, all of the environmental mitigation and restoration efforts required as a result of the Levee project be focused on improving and enhancing that resource which is being mitigated. Therefore, I am respectfully requesting that the Corps reexamine the proposed wetland mitigation plan for the Levee project, at least for the mitigation required for the adverse impacts caused in Gary, and make all reasonable efforts to ensure that the mitigation for those impacts be carried out along the Little Calumet River in Gary.

Thank you in advance for your time, efforts and consideration in this matter and if I, or any member of my staff, can be of any assistance to you in resolving this issue, don't hesitate to call.

Sincerely yours,



Scott L. King, Mayor
City of Gary, Indiana

CC: Governor Frank O'Bannon
Honorable Peter J. Visclosky
Comm. Lori R. Kaplan, IDEM

Director Dan Gardner, LCRBDC
Chairman William Tanke, LCRBDC
Director Larry D. Macklin, IDNR

From: "Craib, Robert A LRC" <Robert.A.Craib@lrc02.usace.army.mil>
To: <littlecal@nirpc.org>
Cc: "Deja, Tom LRC" <Tom.Deja@lrc02.usace.army.mil>; "Anderson, Douglas M LRC" <Douglas.M.Anderson@lrc02.usace.army.mil>; "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
Sent: Monday, November 26, 2001 10:29 AM
Attach: Progress of Pump Station Contracts - November 26, 2001...rtf
Subject: Pump station progress 11-26-01

Jim, as you have requested... Project Progress Update: 11-26-01

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

81st Station - 99%+- complete to date.

1. Final pump station O&M manuals (10) have been received by the COE and will be delivered to LCRBDC soon.
2. As-built drawings have been returned to the contractor and the COE is awaiting the final as-builts on disk and Mylar's.
3. All "on-site" contract work is 100% complete.

S.E. Hessville Station - 99%+- complete to date.

1. Final pump station O&M manuals (10) have been received by the COE and will be delivered to LCRBDC soon.
 2. As-built drawings have been returned to the contractor and the COE is awaiting the final as-builts on disk and Mylar's.
 3. All "on-site" contract work is 100% complete.
-

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

Baring Ave Pump Station - 5%+- Complete.

1. Concrete electrical equipment pads are being constructed.
2. Two pumps and motors have been received and are being stored.

South Kennedy Ave Pump Station - 5%+- Complete.

1. One pump has been removed and is continuing to be rebuilt by Viking Technology.
2. Flap valves and some 8" DWP pipe have been removed.
3. Concrete electrical equipment pads are being constructed.

Hohman/Munster Pump Station- 5%+- Complete.

1. One motor, pump (SWP-2), and its associated piping have been removed.
2. Electrical demolition continues.
3. Two standby pumps are installed and ready for operation, if needed.
4. Two pumps and motors have been received and are being stored.

Walnut Ave. Pump Station - 6%+- Complete.

1. Viking Engineering has removed three pumps are they are currently being rebuilt by Viking Technology.
 2. Electrical demolition has begun.
 3. CT cabinet been set.
-

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

N.5th. Pump Station - 5%+- Complete.

1. Sub contractor "Piping Technologies" has removed two DWP pumps and their associate piping.
 2. Electricians are continuing to demolition various electrical items.
- //

Sandy Mordus

From: "Craib, Robert A LRC" <Robert.A.Craib@lrc02.usace.army.mil>
To: <littlecal@nirpc.org>
Cc: "Anderson, Douglas M LRC" <Douglas.M.Anderson@lrc02.usace.army.mil>; "Deja, Tom LRC" <Tom.Deja@lrc02.usace.army.mil>
Sent: Wednesday, November 07, 2001 1:21 PM
Subject: Pump Rehabilitation 1B O&M manuals.

Hi Jim,

FYI

We have received the final Pump Station O&M manuals for the S.E. Hessville and 81st. stations. Doug will prepare a COE "transfer" letter and I will deliver the two sets of five O&M manuals to you in the near future.

Thanks,
Bob

TENTATIVE LIST OF COST SAVINGS ITEMS OF DISCUSSION FOR ENGINEERING COMMITTEE MEETING

The purpose of the Engineering Committee Meeting is to investigate potential cost savings, make the committee aware of major engineering issues, and obtain input from the Committee as to how to proceed. The result of the committee meeting will be part of the topics of discussion for our upcoming Technical Review meeting with the COE. We will also address these issues in letter form to the COE to allow them to do an economic evaluation for design change implementation.

The list of issues below has been prioritized in accordance with current COE project activity timetables.

1. Stage VI-1 - Kennedy Industrial Park area (north of the Little Calumet River, east of Carlson OxBow Park, west of Cline Avenue)

Fact

- A. Krozan has stoned and paved in the 75' drainage easement and wants to take 45' of this easement for access around their building.
 - Current understanding is that the LCRBDC must compensate Krozan for these new improvements when the LCRBDC acquires real estate

Questions

- B. What control does state or county law give LCRBDC to control activity in the 75' drainage easement?
 - If State law does not provide adequate control, we will be required to shift the levee toe toward the river to allow them access. This will cost us more to re-design (we may need to install an I-wall).
 - We would propose to move the existing north bank into the river and excavate on the south side. We need to know how critical the channel width is in this area.
 - We would need to get soil borings on south side (Old Highland dump site) to determine if we could re-channel without disturbing landfill materials.
- C. This same application could be applied to the 3 hotels as well as other adjacent facilities.
 - We would replace proposed I-wall construction with levees and reduce real estate requirements.

2. Stage VIII - Columbia Avenue to Illinois State Line (both sides of the river)

- A. Re-consideration for acquisition and/or flood protection design west of the former L&N RR (West Lake Corridor) and north of I-80/94
 - This area includes the 4 houses west of Hohman Avenue and Southmoor residents east of Hohman Avenue.
- B. Following are facts and questions that need to be addressed by the COE.

1. Facts

- Illinois levee crest is 598.0'
- Currently the proposed Indiana levee crest is approximately 601' and consequently ends around flooding west of former L&N RR is possible due to lower Illinois levee.
- Table 1 from FDM-5

2. Questions

- What is the schedule for completion of Thornton Quarry and Cady Marsh Ditch projects compared to Stage VIII?
- Are there any plans to raise the Illinois levee?

C. Minor river channel realignment to allow use of earthen embankment rather than floodwall (Stage VIII and others)

1. In the area of Harrison Street – north of the river, we could re-align to eliminate over 500' of I-wall on the south side (See Sheet C-30 & C-31)

Facts

- Typical levee costs:
 - i. Earthen = \$400 per linear foot
 - ii. I-Wall = \$1,500 per linear foot
- It appears that by minor shifts in the river channel, sheet pile could be replaced by earthen levee.

Questions

- If channel is shifted, is there adequate space to construct earthen levee rather than sheet pile wall?
- What is required to shift channel? Permits needed?
- What is the potential savings if change to earthen levee is implemented?

3. Stage V-3 (Woodmar Country Club) – Review current levee alignment

A. Facts

1. Acquisition of Woodmar will be extremely expensive.
2. Levee construction will disrupt golf course operation for almost 18 months.

B. Questions

1. Is project flood protection needed for the golf course? How many days per year is the course flooded versus the estimated days it will shut down for levee construction?
 - 100 year flood goes approximately 1/4 mile from the river (approx. 2/3 of the way) to the club house.
2. From a project cost standpoint, would it be cheaper to construct tie-back levees on the east and west side of Woodmar and pay Woodmar for slightly increased flood elevations and duration?

4. Borrow material for the remaining project area

A. Met with Brian Doughman on 11/7/01 (current owner and supplier of clay) east of Clark and north of Ridge Road in Gary

- He has purchased property adjacent to the existing site and has started stripping unsuitable material from the surface.
- This will provide at least an additional 500,000 cubic yards of suitable clay that should be enough for the rest of the project.

5. Any other issues?

LAND MANAGEMENT REPORT

For meeting on Thursday, December 6, 2001

(Information in this report is from October 27, 2001 – November 27, 2001)

NON-PROJECT LAND MANAGEMENT

A. Handicapped-Accessible Park

1. The remaining segment of Charles Agnew Park will probably be completed next year and a dedication ceremony held in the summer.

B. Gleason Park-Driving Range

1. A meeting was held with Gary Parks and Recreation on June 19th, 2001, to review and discuss scheduling, funding, and scope of work for a driving range North of 30th Ave., West of Broadway.

- **We have received no correspondence about this issue from Gary Parks & Recreation.**

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 **February, 2002.**
2. The LCRBDC agreed that we would initially inspect and accept the projects on an individual basis to relieve the contractor of his obligations. However, we will require a procedure to mutually sign off with the COE to accept O & M responsibility. **(COE currently working on this procedure.)**
3. LCRBDC is currently working on O&M responsibility tables to establish each task and who will do each item.

- **We anticipate a spreadsheet for Gary will be completed by mid-December that will show all tasks, frequency of tasks, responsibility, cost, and locations.**

B. Mitigation (entire project area)

1. **We received a letter from COE stating that DC616 (29th and Hanley) is an acquisition, LCRBDC should proceed.**

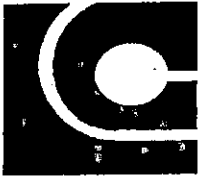
C. Emergency Management/River Monitoring

1. It is our understanding that the GSD **is currently** monitoring river levels as part of the emergency response participation plan.
 - Currently, the LCRBDC has completed review of GSD/WREP concerns that have not been addressed and will incorporate these as an item of discussion on the agenda.
 - Refer to Item "F" in this Report regarding operations and maintenance.
2. LCRBDC has reviewed COE mapping which shows locations of road closings, sandbagging, and emergency response locations. A plan to coordinate each community flood event response **is currently being formulated with information received from the COE in the final O&M Manual received on November 1st, 2001.**

3. We submitted a letter to all representatives for Gary on November 16th, 2001, with a copy of our installation procedure for their review. Upon receipt of comments, we will then distribute a final copy to all parties. /
- A letter was sent to Carmen Wilson (GSD Director) on November 9th, 2001, thanking GSD for their cooperation for the October 12th, 2001 closure structure coordination, and also requesting their assistance with cleaning out the other trench on Chase St. 2
- D. Lake Erie Land Company (The Great Konomick)
1. No next meeting date has been scheduled.
- E. LAMAR Advertising Company
1. At the October 4th Commission meeting, Arlene Colvin stated the city of Gary's position on the 2 proposed new signs at I-65 & I-80/94 would not be in compliance with city codes (1200' between signs) and the city would decline their request. **(We are awaiting a letter from Gary indicating this decision.)**
- F. Gary Sanitary District (White River Environmental Partners (WREP)) O&M
2. LCRBDC has gathered information from the COE to address both engineering and maintenance questions raised by GSD/WREP. We completed a current status sheet that will be reviewed & forwarded to them for discussion as part of an agenda to turn over O&M to them.
 - We wrote a letter to the COE on November 14th, 2001, enclosing our request to them dated September 6th, 2001, addressing the 5 remaining GSD/WREP concerns that have not been answered in writing. We cannot proceed with a meeting until these are addressed. 9-5
- G. The Griffith levee west of the EJ&E RR to Cline Avenue has been completed as well as the Colfax road raise. We will be scheduling a meeting with Griffith to discuss their participation in maintaining and operating these items future no later than mid-December
- H. Portions of west reach pump stations in Hammond and Highland are being turned over to their respective communities. Representatives of the Hammond and Highland Sanitary Districts are inspecting with the COE and Contractor and signing off as owner.
1. A letter was sent to the COE on September 6th requesting information, materials, warranties, as-built drawings, and copies of all previously signed documents from the communities that will be incorporated into our final turnover and sign-off.
 2. Currently working with Highland (John Bach/Mike Griffin) to put together an agreement whereby the community/LCRBDC/COE can mutually sign off for construction acceptance, but the community assumes O&M responsibility. (Ongoing)
 - Submitted to Attorney Casale on October 5, 2001 for review & comments.

General Information

- A. The current leases through 2001 are listed that include farming, Chase St. Farm Stand, Chicago Towers, Berkheimers, Adams Family, and (5) Lamar signs in the annual projected amount of \$66,127. 6



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
*Porter County Commissioners'
Appointment*

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
*Mayor of Hammond's
Appointment*

ARLENE COLVIN
*Mayor of Gary's
Appointment*

STEVE DAVIS
*Dept. of Natural Resources'
Appointment*

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
*Lake County Commissioners'
Appointment*

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

TO: Jeff Miller, Lake County Emergency Management
Jeff Kumorek, City of Gary Emergency Management
Dean Button, White River Environmental Partnership
Cass Villicin, White River Environmental Partnership

FROM: James E. Pokrajac, Agent, Land Management/Engineering

SUBJECT: Closure Structure Installation Procedure

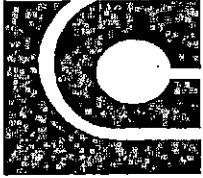
DATE: November 16, 2001

Enclosed is a copy of our "Panel and Post Closures - Proposed Installation Procedure" for your review. This was comprised by the Little Calumet River Basin Development Commission and the Army Corps of Engineers based upon our trial installation on October 12th. Also enclosed is a suggested list of equipment that would be needed to perform this installation. Will you please review this and make any additions, corrections, revisions, or suggestions and forward this information to me. Upon receipt from all agencies, we will comprise a final procedure that will be submitted to all of the agencies that will be involved for these closure installations.

If you have any questions regarding this, please contact me.

/sjm
encl.

cc: Roland Elvambuena, Gary City Engineer
Garnett Watson, Gary Public Safety Dept.
Carmen Wilson, Gary Sanitary District
Melvin Hatten Jr., Gary Parks & Recreation
Arlene Colvin, City of Gary
Ed Kawatka, ACOE
Sue Davis, ACOE



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

November 9, 2001

Mr. Carmen Wilson, Director
Gary Sanitary District
3600 West 3rd Street
Gary, Indiana 46404

Dear Carmen:

We would like to thank you again for your cooperation during our closure structure installation on October 12, 2001. That day, we discussed with representatives from Gary the need to clean out the trench on Chase Street approximately ½ mile to the north. Water and debris accumulate over a period of time that could hinder closure structure installation during a flood event. In addition, we need to clean the trench on 35th Avenue due to some construction materials being dropped into the post holes during our trial installation. We also discussed reorganizing the materials for both closures in our storage room at 35th & Chase to allow for a more efficient method of removing the panels during a flood event.

We would request that you would schedule personnel from the city of Gary to do the cleaning of both of these trenches to eliminate the potential freezing of water in these trenches. We would also need to use that manpower to help us re-organize the posts and panels in our storage area.

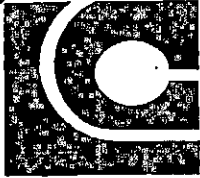
Would you please respond to me in writing to confirm that you could provide the equipment and manpower to complete this request. I would be available to help assist and/or direct them with items. If you have any questions regarding this request, please contact me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm

cc: Jeff Kumorek, Emergency Management
Garnett Watson, Dept. Public Safety, Gary
Cass Villicin, WREP
Jeff Miller, Lake County Emergency Management
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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

November 14, 2001

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

Dear Imad:

We have enclosed a copy of our letter to you dated September 6, 2001 along with the attachment of outstanding Gary Sanitary District issues dated August 13, 2001. Once again, we request that you obtain answers to these five (5) issues and send them to us in writing in order that we may proceed with our coordination with the city of Gary and the Gary Sanitary District regarding operation and maintenance of the flood control segments in Gary. We recently have had several coordination meetings with the city of Gary regarding other issues and this was brought up by the Mayor as well as the Sanitary District attorney regarding O&M and that there are still some outstanding issues that need to be addressed.

Upon receipt of your response, we will then coordinate a meeting with representatives from the city of Gary as well as the Sanitary District to FINALLY determine who will assume what O&M responsibilities for our flood control project in the east reach. We understand that you will be requesting the LCRBDC to take over these segments in the near future, but we will not be able to until our technical coordination with Gary has been completed. All of the money currently available to us in this biennium has been earmarked for acquisition and keeping current contracts going.

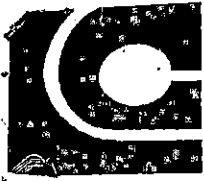
It is imperative that we receive responses to this no later than November 30, 2001 in order that we may proceed in a timely manner. If you have any questions regarding this, please contact me.

Sincerely,


Dan Gardner
Executive Director

/sjm
encl.
cc:

Sue Davis
Lou Casale
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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

VACANCY
Governor's Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

September 6, 2001

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

Dear Imad:

We have completed review of the Corps' responses dated July 19, 2001 (copy attached) made to our June 4, 2001 Gary Sanitary District (GSD) Outstanding Issues list. After our review, there appears to still be a number of outstanding issues which we need the Corps to address. These outstanding items are listed in Attachment A.

We recognize that the Corps is anxious to turn over east reach projects to the Commission. Before the Commission can accept projects in Gary, we need to obtain the city of Gary and GSD's agreement to operate and maintain those sections. It is therefore extremely important that we resolve GSD's issues as soon as possible.

One additional concern we have is what will happen should a major flood event occur before agreement has been obtained from GSD to assume operation and maintenance responsibilities. Without agreement from GSD, the LCRBDC does not have the resources and personnel to perform operation and maintenance. Please let us know your thoughts or plans to assure these project segments are properly operated in the event of a flood.

Sincerely,


Dan Gardner
Executive Director

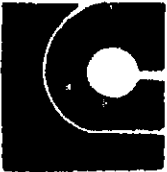
/sjm
attach.
Cc:

Sue Davis
Jan Plachta
Jim Flora
Lou Casale

ATTACHMENT A
OUTSTANDING GARY SANITARY DISTRICT ISSUES
August 13, 2001

1. **Ironwood Circle Pump Station Concerns (Item 9)**
 - a. What is the level of interior flooding anticipated for various flood events?
 - b. Are electrical controls, access road and adjacent homes to the north above this level?
2. **Operation and Maintenance Manual for the Project (Item 11)**

See current status on attached Gary Sanitary District Issues, Updated Status dated 7-19-2001. When will this work be scheduled and completed?
3. **East Reach Remediation Project (Item 12)**
 - a. See comment for Item 12a. Please provide the Corps' response to the water tightness of structures issue.
 - b. Please provide basis for sizing interior pump station. Please provide date when pump station contract will be let.
 - c. Regarding comment for Item 12c, would you provide the LCRBDC with an additional copy of the topographic map with the 200-year flood contour?
4. **Stage III Drainage Remediation**
 - a. Please provide an updated status and anticipated bid date for:
 - (1) Field tile pump station and resolution of flooding around gatewell between Chase and Grant Streets.
 - (2) New pump station at the I-wall west of Grant Street.
 - (3) Gatewell/I-wall modifications east of Grant to accommodate the Johnson Street Pump Station discharge.
5. **Other Issues (Item 14)**
 - a. Regarding current status and comment for Item 14b, when will copies of correspondence to/from USEPA/IDEM regarding Gary projects be provided?
 - b. Regarding current status and comment 14c, when will documentation requested be received?



CURRENT LEASES – 2001

| <u>Leasee</u> | <u>Lease Agreement</u> | <u>Yearly Income</u> |
|-------------------------|------------------------|----------------------|
| Ed & Tim Bult | \$ 9,062 per year | \$ 9,062 |
| 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 |
| <u>5 LAMAR signs</u> | | |
| Sign #1050 | \$ 665 per year | \$ 665 |
| Sign #3475 | \$ 3,300 per year | \$ 3,300 |
| Sign #3480 | \$ 3,300 per year | \$ 3,300 |
| Sign #3180 | \$ 3,300 per year | \$ 3,300 |
| Sign #3190 | \$ 3,300 per year | \$ 3,300 |

CURRENT YEARLY TOTAL \$66,127

11/15/01

**RESULTS OF REAL ESTATE MEETING HELD 19 NOVEMBER 2001
WITH THE ARMY CORPS and
LITTLE CALUMET RIVER FLOOD CONTROL & RECREATION PROJECT**

IN ATTENDANCE:

LCRBDC

Dan Gardner
Lou Casale
Lorraine Kray
Sandy Mordus
Angie Ogrentz
Jim Pokrajac
Judy Vamos

COE

Imad Samara
Erika Wilkins
Chrystal Spokane

1. MEET THE NEW ACTING CHIEF OF REAL ESTATE, ERIKA WILKINS

Corps and LCRBDC welcomed new Acting Chief of Real Estate Erika Wilkins. She is "Acting" for 60 days and then will (probably) be named official Chief. Chrystal gave Judy video tapes to review for general information on relocation procedures that she had received at a relocation conference last week.

(ACTION: Judy/LCRBDC)

2. STAGE VIII - WEST REACH

a. Public Meeting Final Details - Judy reported that she has secured the Wicker Park Social Center for 28 November from 5:30 to 10:00 pm. A mailing of 235 letters to landowners went out on Friday, 16 November 2001. Imad insisted that SEH Engineering, the AE for Stage VIII, present a portion of the meeting. They are required to participate in the meeting as part of their contract. Meeting will start at 6:30 pm. Corps and LCRBDC will conduct meeting. Jomary Cray from the DNR will also be present. The video and power-point demonstration will be scheduled. Dan will MC and a tentative agenda with the seven (7) minute video and a power-point demonstration was discussed.

b. Four houses on River Drive - Discussion centered on the four houses on River Drive in Munster, scheduled for relocation and demolition. Imad said new hydrology modeling shows that three (3) houses may not have to be acquired. The eastern most house, Terry Savage's, will be demolished and the Savage's relocated. Corps is looking at new hydrology information and may write LCRBDC a letter in a month stating a new decision about the infamous four houses.

(ACTION: COE)

3.) STATUS OF SCHEDULED ACQUISITIONS

a. Burr Street Levee Phase 2 (Colfax to Clark Road) – Judy reported that the addendums for DC 603 (Mansards) and DC 69-A (I-80/94 Auto Parts) should be in next week. It was agreed that since Burr Street is not creditable, new offers will not be made to the landowners for awhile, however, Sandy suggested a test case be sent to the state to see if money comes for Burr Street. Also Dan and Lou are waiting for a response from Mark Lopez by 16 November about building Burr. LCRBDC has scheduled to set aside the \$1.9 million to build Burr and if that money is not spent by next appropriation time the state budget committee may not want to give LCRBDC new money. No decision as yet.

The three relocation houses are now empty and a possible safety hazard, but demolition is not creditable. Agreed to leave the houses for now.

(ACTION: LCRBDC)

b. East Reach (Cline to Martin Luther King) – Judy reported that several properties are owned by the Urban League. To buy or not to buy? Jim will contact the City of Gary to see if their master plan includes drainage work to be done in the Urban League area. If yes, these could be eliminated. Also, Judy has found a letter from the COE stating that DC 483 (owner Johnston) should be acquired. The other two (2) houses (DC 489, DC 499) are blocked out. We also still need easements on several Gary Parks & Recs. properties. It was agreed to have Judy put a package together and Dan will approach the park department.

(ACTION: Dan, Jim, and Judy/LCRBDC)

c. East Reach Remediation (Martin Luther King to I-65) – Judy has sent a letter to Lou asking him to petition the Lake County Commissioners for 10 properties on the tax sale. Lou will follow-up. Title work updates have been ordered for eight (8) properties and as soon as it comes in the offers can be sent. Three (3) properties are on a Treasurer's Tax Sale for significant back taxes amounts (\$13,000) and one is in collections. LCRBDC would have to pay the taxes to acquire these properties. Taxes are not creditable. We will wait until the properties are transferred to the Lake County Commissioners.

(ACTION: Judy/Lou/LCRBDC)

d. Stage VI-1 (Cline to Kennedy) – Judy reported that Dale is assigning and completing appraisals on the Kennedy Industrial Park and LCRBDC is waiting on title work to come in. Offers can then be sent.

(ACTION: LCRBDC)

4. CREDITING

a. Discussion about title updates, documentation, and timetables – Chrystal and Erika were called out of the meeting for an important call from the COE. They subsequently had to leave. (A death in Erika's family) Since Chrystal is crucial to this discussion the topic was shelved until next meeting.

(NO ACTION)

5. PROBLEMS WITH STAGE IV-1 DRAINAGE DITCH LANDOWNERS

Due to Chrystal's and Erika's absence this topic was also shelved until next meeting.

(NO ACTION)

6. DC 616 29th AND HANLEY FOR MITIGATION

The COE will send the Right-of Entry for in-project mitigation construction to Sandy. The mitigation contract for in-project mitigation lands is scheduled for advertisement on 6 December 2001. Since this parcel, DC 616, we assume will be a difficult acquisition, it will be left out of the contract. Dan will contact LCRBDC Commissioner Arlene Colvin (she's also Chief of Staff to Gary Mayor King) to ask about Gary's position on economic versus environmental development of this corner at Burr Street and I-80/94.

(ACTION: Dan and Sandy/LCRBDC)

7. NEXT MEETING

Next meeting will be held Tuesday, 11 December 2001, 9:30 am, LCRBDC office

LAND ACQUISITION REPORT

For meeting on Thursday, December 6, 2001

(Information in this report is from October 27, 2001 – November 27, 2001)

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

1. Project completed July 10, 1992.

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

1. Project completed December 1, 1993

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

1. Project completed January 13, 1995.

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

1. Project completed September 15, 1998.

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

1. Project currently 98% complete.
2. Additional land will be required to temporarily extend a recreation trail along both the sidewalks east and west of Broadway to allow recreation trail continuation. (Refer to Recreation Report.)
 - Upon completion of I.U. Northwest modifications on, and adjacent to, Broadway, we will install a permanent trail crossing south of the river and along the line of flood protection, as originally proposed by the COE.

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

1. Completion and turnover of O&M manuals was done on November 21, 2000.
2. The re-location of the recreation trail would require agreements with the city of Gary to be able to cross Grant St. at the light at 32nd Ave.
 - **We will be receiving a letter from the COE requesting that we postpone Broadway and Grant Street recreation trail re-locations, and that they be included in the next recreation contract. (See Recreation Report.)**
 - A meeting was held on April 12, 2001, to review our proposals for trails at Broadway & East of Grant. (See Recreation Report)
 - We received a response from the city of Gary on July 11 (From Roland Elvambuena, City Engineer) indicating their concurrence to our proposed re-location. (Refer to Recreation Report).

STATUS (Stage III) – Chase to Grant:

1. Levee construction completed on May 6, 1994.
2. Final acquisitions for flowage easements east of Chase and north of the river are ongoing (DC209 to DC213). Appraisals are being reviewed by COE.

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

1. **Construction is complete. Final inspection was held on August 30th, 2001, with minor turnover items & “as-built” drawings due to the LCRBDC.**

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 . Project currently 85% complete.

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

1. Construction is complete.

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

1. Construction is complete.

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

1. Project completed September 14, 1995

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

1. **Wicker Park appraiser John Snell has received the hydrology information from the COE. Appraisal will be completed by mid-December.**
2. North Township owns the property west of Hart Ditch to Hawthorne Street. North Township has mentioned a possible relocation of the levee onto this parcel.
 - Meeting was held on 7/19/01 with COE, Munster, and North Township trustee Greg Cvitkovich. COE is reluctant to relocate the levee due to re-design costs.

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

1. **Woodmar preliminary figures are in from appraiser Dale Kleszynski. Since Woodmar Construction is 2-3 years in the future, Woodmar acquisition is not a priority.**

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

1. The COE advises that no significant changes can be made to the majority of the Kennedy Industrial Park acquisitions. The three hotels only could be slightly modified.
 - Cost saving issues were discussed at the November 13th, 2001 Engineering Committee meeting.

STATUS (Stage VI – Phase 2) Liable to Cline – South of the River:

1. We had a recreation coordination meeting with Highland and Griffith to determine trail re-location which allow us to cross at Cline Avenue at Highway Avenue.(Refer to Recreation Report)
 - A field meeting was held with Griffith on June 27th, 2001, to review possible routes East of Cline. Information will be provided to the COE to review and implement.

STATUS (Stage VII) – Northcote to Columbia:

1. LCRBDC has reviewed and submitted real estate drawings to the COE. Waiting for response.

STATUS (Stage VIII – Columbia to State Line (Both Sides of River)

1. A public meeting was held November 28th, 2001, at Wicker Park Social Center for landowners and those adjacent owners affected by the project. Details will be explained at the Commissioners meeting on December 6th, 2001.

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 has been completed and the final inspection was held on August 30th, 2001. Minor turnover items and “as-built” drawings are due to the LCRBDC.

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. Acquisition deadline of October 2001 has been extended to summer of 2002.
2. Appraisal addendums for two corporate landowners – Mansard Apartments and I-80/94 Auto Parts are complete. Offers, however, will not be sent because Burr Street levee costs are not creditable.

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

1. LCRBDC sent a letter to attorney on 10/16/01 to begin acquisition of properties on the tax sale. Attorney sent letter to Lake County Commissioners on 11/29/01 requesting 10 properties.

1-2

MITIGATION

1. In a letter dated November 9th, 2001, Ron Trigg, President of Shirley Heinze Environmental Foundation (SHEF) has responded to LCRBDC's 3rd party contract. A meeting will be scheduled to discuss the issues.

ATTORNEYS AT LAW
CASALE, WOODWARD & BULS, LLP

9223 BROADWAY - SUITE A • CAMBRIDGE COMMONS • MERRILLVILLE, IN 46410 • TELEPHONE: 219-736-2163 • FAX: 219-736-5025 • E-MAIL: thefirm@cwblawfirm.com

LOUIS M. CASALE
DAVID E. WOODWARD
DAVID A. BULS
JAMES M. SPIVAK
DAVID M. BLASKOVICH*
*LICENSED IN INDIANA & ILLINOIS

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENTZ
TERESA G. COOK

FINANCIAL COORDINATOR
JULIE MALKOWSKI

November 28, 2001

Frances Dupey, President
Lake County Board of Commissioners
2293 North Main Street
Crown Point, IN 46307

Dear Commissioner Dupey:

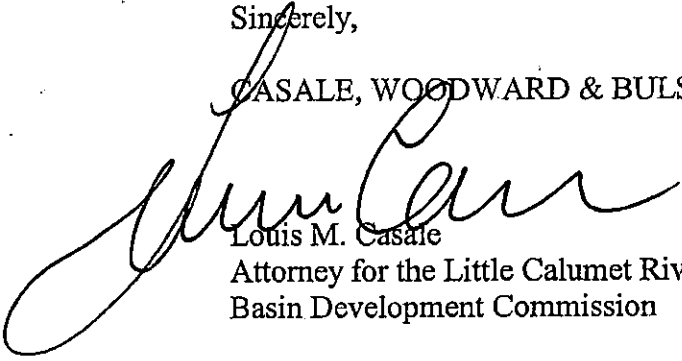
The Little Calumet River Basin Development Commission wishes to petition the Board of Commissioners for the attached list of properties located in Gary, Indiana. These properties are available at SRI, Inc. and are needed by the Little Calumet River Basin Development Commission for its flood control project.

Furthermore, the Little Calumet River Basin Development Commission understands that it will be responsible for the assessed value of the property payable to the Lake County Treasurer as well as a \$525.00 fee per parcel payable to SRI, Inc. Once title and deeds are prepared the Little Calumet River Basin Development Commission will initiate payment for the properties.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

CASALE, WOODWARD & BULS, LLP



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

LMC/amo

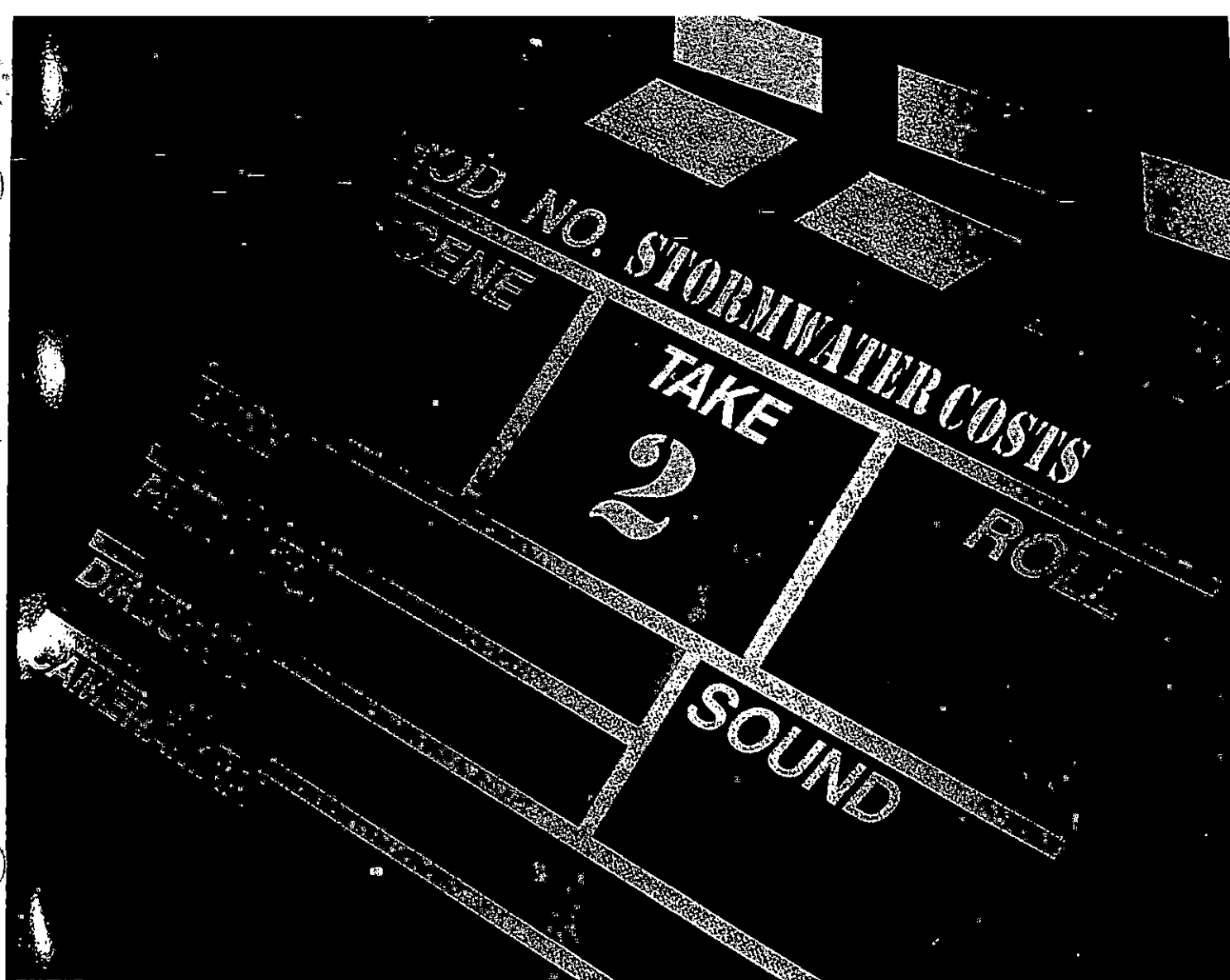
cc: Rudy Clay, Commissioner
Gerry Scheub, Commissioner
John Dull, Attorney for the Board of Commissioners
James E. Hughes, SRI President
Hector Espinoza, SRI Assistant Project Manager
Judy Vamos, LCRBDC

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

**LIST OF PROPERTIES AVAILABLE AT SRI, INC. NEEDED BY THE
LITTLE CALUMET RIVER FLOOD CONTROL PROJECT**

(prepared 10/16/01)

| | | |
|--------|-----------|---|
| DC 574 | 49-40-32 | Pt. SW NW Lot 5, S24, T36N, R9W - Gary |
| DC 739 | 42-298-10 | Lot 64 - Carver Small Farms - Gary |
| DC 740 | 42-298-11 | Lot 65 - Carver Small Farms - Gary |
| DC 741 | 42-298-12 | Lot 66 - Carver Small Farms - Gary |
| DC 745 | 42-298-39 | E 45' of W 90' of N1/2 Lot 68 - Carver Small Farms - Gary |
| DC 746 | 42-298-15 | Lot 69 - Carver Small Farms - Gary |
| DC 755 | 42-298-24 | Lot 78 - Carver Small Farms - Gary |
| DC 758 | 42-298-27 | Lot 81 - Carver Small Farms - Gary |
| DC 812 | 40-460-13 | Lot 13, Block 9 - River Shore Addition - Gary |
| DC 814 | 45-427-2 | Pt.of Block 21-SE of Calumet Ditch - Gary |



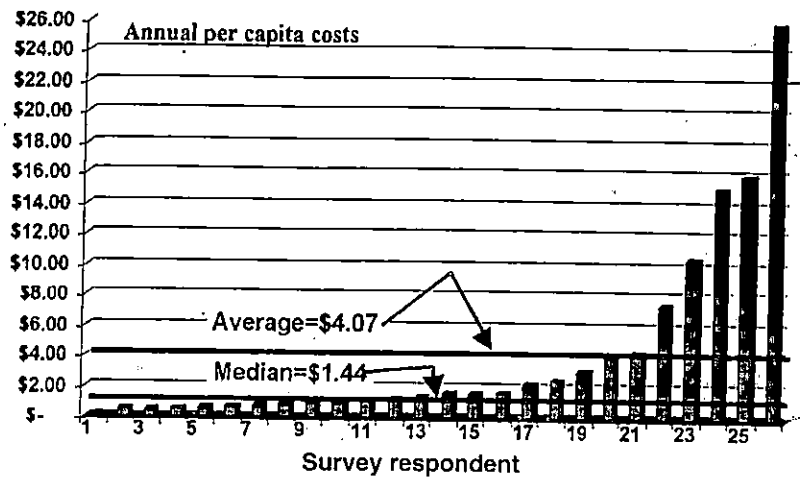
ESTIMATING COSTS FOR THE PHASE II STORMWATER MANAGEMENT PROGRAM

Andrew J. Reese, Elizabeth Treadway, and Douglas C. Noel

As detailed in the previous article (p. 27), the U.S. Environmental Protection Agency (EPA) has published final rules that expand the existing stormwater permitting program to small municipalities and urban areas throughout the United States. Under Sec. 123.35(g), a National Pollutant Discharge Elimination System (NPDES) permitting authority will issue a general permit to authorize stormwater discharges from regulated small municipal separate storm sewer systems (MS4s). The permitting authority also will provide a menu of regionally appropriate and field-tested best management practices (BMPs) that it determines to be cost-effective. A local community then will submit a notice of intent (NOI) to comply with the NPDES permit and develop and implement a stormwater quality program under each of six minimum controls.

EXTERNAL PRESSURES
AND REGULATORY DIREC-
TIVES HAVE MADE EPA
CONSCIOUS OF THE
IMPORTANCE OF MAKING
THE CURRENT STORMWA-
TER NPDES PROGRAM
COST-EFFECTIVE

Figure 1. The National Association of Flood and Stormwater Management Agencies' Survey of Potential Phase II Costs



Under EPA's approach, a community that implements BMPs consistent with Sec. 122.34 stormwater management program requirements and Sec. 122.33 permit provisions would be in compliance. In other words, the regulations say, "If you do what you say you will do, you are by definition in compliance."

Regulatory Flexibility

Both external pressures and regulatory directives have made EPA conscious of the importance of making the current stormwater NPDES program cost-effective. The costs and benefits of the proposed regulations exist in the realm of rough estimates. What will the mandated and negotiated stormwater program cost local community? Are there ways to reduce costs? What should a local community be doing now to prepare for this regulatory program?

It is not possible to say, a priori, what the permit will cost a given community. This uncertainty is, in effect, inherent in the regulations because of the great flexibility in the regulations, which mandates the creation of stormwater programs tailored to meet individual community needs and situations;

Table 1. Estimated Percentage of Municipalities Affected and Range of Per Capita Costs for Phase II's Six Minimum Measures

| Measure | Percent of municipalities expected to incur costs (percent) | Low end of range of per capita costs | High end of range of per capita costs |
|--|---|--------------------------------------|---------------------------------------|
| First permit cycle: | | | |
| Public education | 39% | \$0.02 | \$0.34 |
| Public involvement | 100% | \$0.19 | \$0.20 |
| Illicit discharge D&E | 90% | \$0.04 | \$2.61 |
| Construction site SW runoff control | 83% | \$0.04 | \$1.59 |
| Post construction SW management | 4% | \$1.09 | \$1.09 |
| PP/GH of municipal operations | 71% | \$0.01 | \$2.00 |
| Second and third permit cycles: | | | |
| Public education | 39% | \$0.01 | \$0.34 |
| Public involvement | 100% | \$0.12 | \$0.12 |
| Illicit discharge D&E | 73% | \$0.04 | \$2.17 |
| Construction site SW runoff control | 80% | \$0.01 | \$0.83 |
| Post construction SW management | 4% | \$1.09 | \$1.09 |
| PP/GH of municipal operations | 67% | \$0.01 | \$1.08 |

Source: U.S. EPA

- each permit writer's preferences, which may color what each specific program will look like; and
- each community's setting (climate, topography, pollutants of concern, and current condition of local waterbodies).

There also is some question about the vagueness and flexibility of the regulatory language. For example, each of the six minimum controls have mandatory and guidance components. The first of the minimum controls (public education and outreach) state: "You must implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants in storm water runoff." The regulations then go on to provide more than 250 words of "guidance" in a long list of potential activities.

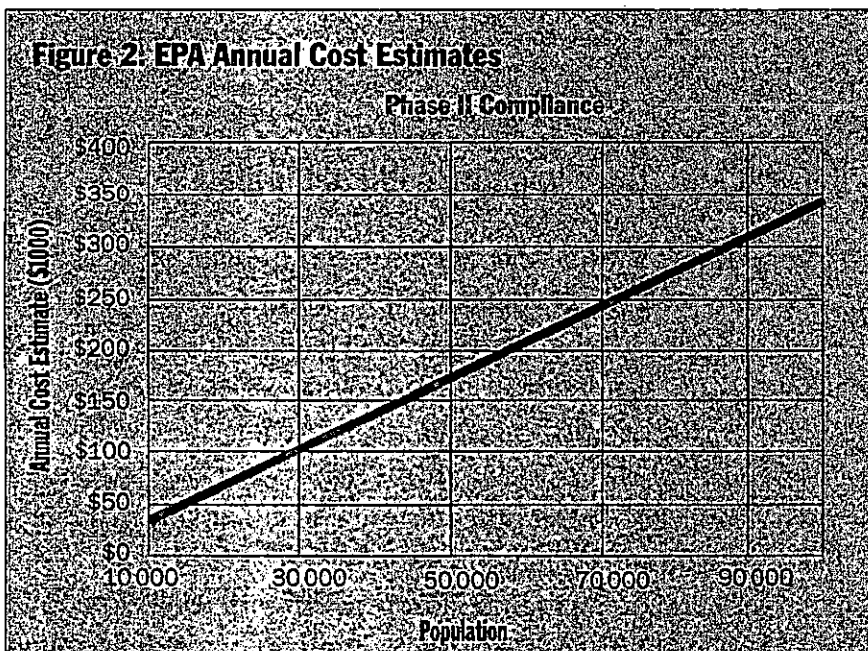
The guidance is not mandatory. But how much is enough? Who decides? Obviously, the language gives wide room for interpretation of the detail necessary to accomplish this minimum control. Great variability will exist between the approaches taken by two different communities to accomplish the same goals.

Using Comparable Program Costs To Estimate Phase II Costs

Several attempts have been made to estimate program costs based on similar programs. In the draft regulations, EPA provided estimates of probable cost implications that were based on permit applications from 21 Phase I cities. The range depicted in Table 1 (p. 34) is from \$1.39 to \$7.83 per person per year for the permit's first 5-year period, and \$1.28 to \$5.63 for future 5-year cycles. For a city of 50 000, estimates run from \$69 500 to \$391 500 annually for the first permit cycle. These figures clearly are not, by themselves, helpful in attempting to estimate a specific community's costs.

In 1999, the National Association of Flood and Stormwater Management Agencies (NAFSMA) published survey results on potential Phase II program costs. Of the 121 cities and counties that participated in the survey, only 10 communities had programs that accomplished more than two of the suggested program elements in the first minimum control. These communities' annual per capita costs ranged from an unbelievably low \$0.04 to \$1.17.

Only one community stated that it had program activities in each of the six minimum control measure areas. This community, which has a population of 25 000, spends \$15.11 per capita annually. In addition, only 26 survey respondents had programs in at least three (and most had only three) of the six minimum control areas.



**GREAT VARIABILITY
WILL EXIST BETWEEN
THE APPROACHES
TAKEN BY TWO DIFFERENT
COMMUNITIES
TO ACCOMPLISH THE
SAME GOALS.**

and these programs are considered far from complete. For these 26 communities, the obvious questions are how their costs were calculated and what they included (see Figure 1, p. 34). With such a wide range, they may not be comparable to each other or other communities striving to meet the EPA regulations.

If many of these communities had a fully developed

Phase II program, their average costs could more than double because each community would both add new program areas and upgrade existing programs to comply with Phase II permit writer requirements. These added variables would bring the average cost to more than \$8 per person per year.

In the final regulations, EPA used both NAFSMA and

Table 2: Basic Program Objectives for EPA's Six Minimum Controls

| | Smallville |
|--|--|
| 1. <i>Public education and outreach on stormwater impacts</i> | <ul style="list-style-type: none"> • Acquire and mail existing public-domain information brochures • Encourage and facilitate newspaper articles • Educate industrial and commercial stakeholders individually |
| 2. <i>Public involvement and participation</i> | <ul style="list-style-type: none"> • Develop and implement a citizens advisory group appointed by the mayor • Encourage participation in the neighboring city's programs (such as used oil, household hazardous waste, or "adopt a stream") through local news articles |
| 3. <i>Illicit discharge detection and elimination</i> | <ul style="list-style-type: none"> • Develop a stormwater major outfall map on a U.S. Geological Society base map • Slightly modify and adopt a generic ordinance available from the state or other organization |
| 4. <i>Construction site stormwater runoff control</i> | <ul style="list-style-type: none"> • Modify the adjacent city's sediment- and erosion-control ordinance to meet regulatory minimums • Modify plan review and inspection procedures to include program minimums • Train city secretary to collect phone complaints and take appropriate action on erosion complaints • Advertise the complaint line as part of the public education program |
| 5. <i>Post-construction stormwater management in new development and redevelopment</i> | <ul style="list-style-type: none"> • Modify and adopt the adjacent city's stormwater ordinance quantity and quality requirements and require similar controls and requirements; add a maintenance requirement for BMPs and detention designs • Transform the inspection process to enable inspection and enforcement of the new ordinance • Publicize the new requirements |
| 6. <i>Pollution prevention and good housekeeping for municipal operations</i> | <ul style="list-style-type: none"> • Review all current municipal procedures and document ways to reduce pollution • Make and document changes • Obtain and distribute materials on ways to reduce pollution as appropriate |

Phase I information to estimate annual costs for municipal programs based on fixed- and variable-cost components. The fixed-cost component included costs for application, recordkeeping, and reporting activities. On average, EPA estimated annual costs of \$1525 per municipality (see Figure 2, p. 35). Variable costs included the annual costs associated with the six minimum control measures and are calculated at an annual rate of \$8.93 per household (assuming 2.62 persons per household).

Midtown

- Acquire and mail existing public-domain information brochures
- Develop a stratified database of stakeholder groups and develop and execute targeted education programs
- Develop and implement elementary school education programs with pre-existing curriculum
- Develop and advertise a complaint hotline as a pollution hotline
- Develop press information and briefings to achieve one news article quarterly
- Develop and make available a slide show and speakers' bureau
- Develop and implement a stratified and diverse citizens advisory group or task force
- Develop a citizen monitoring and/or adopt-a-stream program, which may be partially federally funded
- Develop a student storm-drain stenciling program and student dry weather screening program (see "Illicit Connections" section)
- Encourage the development of watershed groups for each major watershed (see "BMP Control" section)
- Develop a major stormwater system map and inventory on existing geographic information system topography base mapping
- Cross-reference the map with existing databases on National Pollutant Discharge Elimination System permit holders (available from the state) and the SARA Title III database to identify the likely source of dry weather pollution
- Develop an illicit-connections and illegal-dumping ordinance, including a "hotspot" program
- Perform initial dry weather screening in key parts of the city using student volunteers
- Develop inspection and enforcement capabilities and resources and develop a detection program using city staff and a database of potential specific locations
- Advertise the hotline and write news articles
- Advertise existing private used-oil disposal sites
- Educate all public employees to recognize and report problems
- Develop automotive industry sponsorship of spill prevention, materials management, and inspection and education programs
- Modify existing sediment- and erosion-control ordinance to include all regulatory requirements
- Add a best management practice (BMP) section and clear design steps to the drainage manual
- Conduct a training and familiarization program for developers, contractors, and engineers, and provide in-house training for inspectors
- Insure the hotline has a formal, defined procedure to receive and properly process erosion complaints
- Upgrade the erosion control inspection and enforcement program
- Investigate and institute zoning and policy changes to encourage density restrictions, transferable development rights, easier use of PUDs, limitation of impervious areas, conservation easements, and mandatory floodplain dedication
- Develop design guidance for structural and nonstructural BMP use
- Develop and conduct an ongoing training program on proper BMP use
- Develop several BMP pilot projects to demonstrate and increase experience in BMP use
- Overhaul and develop a comprehensive stormwater ordinance for water quantity and quality that includes mandatory BMP use and requires maintenance
- Establish an inspection program for private-site BMPs
- Develop a monitoring program for local surface waters to study long-term changes
- Develop master plans for areas facing new development and establish and enact a policy for regional BMP design and maintenance
- Develop ways to improve extra-territorial planning and zoning input
- Identify key environmentally sensitive areas and take steps to protect such areas through ordinances, overlay districts, or other measures
- Establish local watershed organizations and neighborhood adopt-a-stream programs to increase compliance and build public support
- Conduct an outside review of all applicable procedures and criteria and recommend and make changes
- Conduct sensitivity and familiarization training for all applicable city employees
- Control floatables partially through an adopt-a-stream program
- Review existing flood-control projects so pollution-reduction opportunities in design and operation can be used

THE PHASE II REGULATIONS WILL CAUSE MANY COMMUNITIES TO CHANGE HOW THEY MANAGE STORMWATER.

The Two Permittees: Calculating Costs with Details

While the discussed estimation methods shed light on program flexibility and the difficulty of estimating actual costs, they do not detail the components of stormwater programs that produce these costs and, thus, are not very helpful to other communities. In the following discussion, the authors attempted to estimate cost ranges based on a direct interpretation of the stormwater regulations as applied to hypothetical communities that differ in size and program complexity. This approach is advantageous in that it deals directly with the stormwater regulatory requirements and illustrates specific program components so all details are controlled and defined.

The communities take two different strategies for compliance; each strategy reflects the community's perception of needs, resources, philosophy, and situation.

"Smallville" is a community of 10 000 adjacent to a larger city with a Phase I permit that can assist Smallville in its permit responsibilities. Smallville is a small bedroom community interested in compliance with minimum disruption and cost. It does not have a city engineering or planning department and relies on a city administrator and hired consultants.

Smallville seeks to obey only the letter of the law, and hopes to convince the permit writer that this effort is sufficient. The community has no real stormwater program, no known water quality problems, and few current responsibilities. Smallville seeks to take advantage of having a "bigger brother" next door through joint programs or education and to adopt regionally uniform development regulations. Smallville will satisfy program needs through budget changes and by taking advantage of regional programs, free information, and expanding duties of existing staff.

"Midtown" is a larger and more self-contained community than Smallville, located in an urbanizing county whose total population of 50 000 makes it a designated "urbanized area." It is aggressively annexing growth areas and has a thriving economy. Midtown has a city engineer and public works director, road maintenance staff, and other municipal capabilities and resources. It also has a growing stormwater quantity program and wishes to achieve quality in a comprehensive and integrated approach. It wants to take advantage of its geographic information system database.

Table 3. Cost Summary for Smallville and Midtown

| Minimum control measure | Annual per capita cost (in \$US) | |
|---|----------------------------------|-----------|
| | Smallville | Midtown |
| First 5-year permit period | | |
| 1 - Public education | 0.39 | 1.24 |
| 2 - Public involvement | 0.21 | 0.62 |
| 3 - Illicit connections | 0.24 | 1.77 |
| 4 - Construction | 0.20 | 0.96 |
| 5 - Post construction | 0.14 | 2.58 |
| 6 - Housekeeping | 0.15 | 0.59 |
| Total | \$1.33 | \$7.76 |
| Total for the city | \$13 300 | \$388 000 |
| Subsequent 5-year permit periods | | |
| 1 - Public education | 0.36 | 1.40 |
| 2 - Public involvement | 0.24 | 0.51 |
| 3 - Illicit connections | 0.10 | 1.16 |
| 4 - Construction | 0.18 | 1.10 |
| 5 - Post construction | 0.13 | 1.26 |
| 6 - Housekeeping | 0.10 | 0.20 |
| Total | \$1.11 | \$5.63 |
| Total for the city | \$11 100 | \$28 500 |

Note: All personnel time is costed at \$50/hr regardless of the source of labor (in-house or contractor). This corresponds to a fully burdened salary rate plus allocated overhead costs for a midlevel technical person.

Extraordinary costs or circumstances were not considered. If, for example, large-scale master planning or equipment purchases are considered necessary, costs would rise proportionately.

It is assumed that there are no total maximum daily loads or other types of waterbody assessment actions that may modify permit conditions.

It is assumed that there are no regional or statewide programs that could simply be adopted.

Midtown seeks to meet the six minimum controls in a more proactive way by focusing on community needs. It wants to take advantage of the strength of existing local programs, its vibrant economy, locally strong environmental awareness, and outside assistance in the form of freely available or inexpensive resources and shared efforts. Midtown expanded its current program according to EPA's suggestions to build a more comprehensive and meaningful program in several key areas. Because the community cannot work regionally (the adjacent county has no resources for a stormwater program but is willing to cooperate as necessary), it needs to build the program alone while working extraterritorially as appropriate. In each program, Midtown ensures the existence of adequate legal authority, a competent technical approach, dedicated financial resources, and appropriate administrative procedures and staffing.

Because program funding is an issue, Midtown seeks to establish a stormwater user-fee system, often called a "stormwater utility," to provide stable, adequate, and equitable funds. The costs and steps of the utility's development are not included in the discussion.

The Programs' Objectives and Costs

One example community aims for minimum compliance, the other for comprehensive integration. Table 2 (p. 36) outlines the basic objectives of each program under the six minimum controls. In real life, for more advanced or complex programs, these objectives would be developed through a series of discussions with staff and perhaps a citizens group, and through early coordination with the permit writer. Table 3 (p. 38) provides summary cost-estimate information for the two communities. (Details on the estimated hours, assumptions, and other cost-estimate information are available from the authors.)

Prior to issuing a general permit, the permit writer for both communities is mandated by EPA to publish a list of regionally appropriate BMPs. The general permit will have narrative effluent limitations that describe goals or narrative standards for each of the minimum controls. Each permittee must develop basic program objectives and measurable goals or standards for each of the six minimum controls. These standards, which are not included in Table 2, can be stated in terms of actions taken or results achieved. Because compliance is met when agreed-to activities are performed and measurable results are achieved, it is best to state the standards in terms of things that can be controlled by the community and that do not rely on unpredictable results. For example, a public education standard might be stated in terms of the act of mailing a certain number of brochures, not in terms of the actual percentage of brochures that are read or a measured increase in public awareness.

It also is wise to schedule programs in the permit, using phases, pilot programs, demonstration projects, or trials, and an evaluation process. Finally, the proposed program description contained in the NOI should note that the program will be modified, expanded, curtailed, or even abandoned if it is not effective.

The range of results presented in Tables 2 and 3 are similar to those of EPA in making estimates of costs for the Phase II program. The details of this program development can help a community determine how to fashion its own stormwater program.

The Phase II regulations will cause many communities to change how they manage stormwater, and most have no experience in stormwater quality management. The great flexibility in the regulations can lead to confusion and inefficiency, and the demands of the regulations can overwhelm a community's resources. Without proper guidance or assistance, an overload of this nature can produce superficial programs and even long-term programmatic failures. Guidance on potential program elements and costs, including "menus," anecdotal stories, and "cookbooks," is good, but cannot substitute for comprehensive examples and program development guidance or assistance.

Andrew Reese and Douglas Noel are vice presidents at AMEC Earth & Environmental, Inc. (Nashville, TN). Elizabeth Treadway is a senior program manager at AMEC Earth & Environmental, Inc. (Greensboro, NC).

**THE GREAT FLEXIBILITY
IN THE REGULATIONS CAN
LEAD TO CONFUSION AND
INEFFICIENCY, AND THE
DEMANDS OF THE REGU-
LATIONS CAN OVERWHELM
A COMMUNITY'S
RESOURCES.**

Public meetings start on next phase of Little Cal flood-control project

Work in Hammond, Munster, Highland won't start for five years.

By MICHELLE L. QUINN

Post-Tribune correspondent

HIGHLAND — Homeowners along the Little Calumet River in Highland, Hammond and Munster can expect to have their backyards torn up by construction to build a new easement along the river's basin.

But it won't happen any time soon.

More than 60 people attended the first of what will be several public meetings discussing the Little Calumet River Flood Control/Recreation project, which was hosted by the Little Calumet River Basin Development Commission at Wicker Park Social

Center on Wednesday.

Billed as an introductory meeting, it outlined the project's purpose and timetable. The project, sponsored by the U.S. Army Corps of Engineers and the commission, aims to provide a 200-year level of protection and improved drainage along the Little Cal from Interstate 65 to the Indiana-Illinois border, potentially eliminating the need for flood insurance.

So far, the area extending from I-65 to Cline Avenue is almost finished, and the project is looking to move forward to the Stage 8 section, which extends from Columbia Avenue to the state line.

When complete, 12.2 miles of levees and flood walls will be replaced, a low-flow control structure will be built west of Hart Ditch, 788 acres will be expected to have been pre-

served and hiking trails and other recreational areas will be created.

However, Stage 8 is still in planning stages, so all drawings and blueprints presented at the meeting were so-called 50 percent drawings, or versions yet to be finalized.

Also, funding for the \$187 million project, which is done with 75 percent of money coming from the federal government and 25 percent from the state, has been moving slowly, because the state donates annually about one-fifth to one-half of its portion.

Construction is not expected to begin for at least five years.

"We haven't had many public meetings yet, because we don't expect to get started for a while," said Dan Gardner, the commission's executive director.

LITTLE CALUMET RIVER FLOOD CONTROL/ RECREATION PROJECT

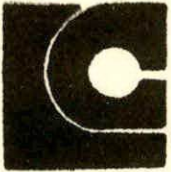
PUBLIC MEETING STAGE VIII
(Columbia Avenue to the Indiana/Illinois State Line)

WICKER MEMORIAL PARK SOCIAL CENTER
28 NOVEMBER 2001 6:30 pm

AGENDA

- I. Little Calumet River Flood and Recreation Project**
Executive Director Dan Gardner will introduce tonight's guests and explain the purpose and timetable of the project.
- II. Video Presentation of the Project (seven minute video)**
This short video presents project accomplishments to date.
- III. Army Corps of Engineers**
Little Calumet River Project Manager Imad Samara will present a general review of the flood control and recreation project.
- IV. Army Corps Consultant/Contractor *SEH Engineering***
SEH Project Manager Jeff Davis will explain the contractor's design approach and general overview of the 50% drawings.
- V. Question and Answer Period**
- VI. Adjourn: Meeting attendees may view maps at the front table.**

* The Little Calumet River Basin Development Commission and the United States Army Corps of Engineers thanks all who attended tonight's meeting. Please take a hand-out and phone list for future reference.



LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

Project Purpose

Location:

The project construction will provide a 200 year level of flood protection and improved drainage together with recreation features along the main stem of the Little Calumet River from the Illinois/Indiana State Line to I-65 in Gary.

Project Federal

Authorization:

The flood project was federally authorized for construction in the Water Resources Development Act of 1986 by the United States Congress, signed into law by President Ronald Reagan.

Agencies Included:

Federal sponsor is the U.S. Army Corps of Engineers. Non-federal sponsor is the Little Calumet River Basin Development Commission, a State of Indiana Commission created in 1980 by the Indiana General Assembly.

Project Cost:

The project cost is currently estimated at \$187 million dollars. The total cost is borne 75% by the Federal sponsor, the Army Corps of Engineers, and 25% by the local sponsor, the Little Calumet River Basin Development Commission.

Project Schedule:

The federal construction of the project began in December 1990. The flood project consists of 8 geographic stages, totaling 29 construction contracts. Projected flood control construction completion is dependent upon availability of state funding.



THE HISTORY OF THE

... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...

Project
Description:

The Little Calumet River Project is a flood control and recreation project along 11 miles, both sides, of the Little Calumet River in Lake County, Indiana from the Illinois State Line to I-65 in Gary. About 2,500 acres of publicly-owned property comprises the project. Flood control construction will be contracted by the United States Army Corps of Engineers. Project features include:

- * Construction of 9.7 miles of set-back levees in Gary and Griffith
- * Construction of 12.2 miles of replacement new levees and floodwalls between the Illinois state line and Cline Avenue in Hammond, Highland, Munster, and Griffith.
- * Installation of a low flow control structure west of Hart Ditch
- * Modification of 4 highway bridges to permit unobstructed water flow
- * Construction of 16.8 miles of hiking trails and related recreation facilities along the 2,500 acre recreation corridor system
- * Preservation of 788 acres of wetlands to hold flood waters, purify the river, and provide natural habitats

Direct Project
Benefits:

- * Project will protect over 3,500 acres of existing residential, commercial, industrial and transportation uses from flooding.
- * Project will protect over 9,500 structures from flooding of which 8,775 are residences.
- * Project will create a 4,000 acre river/recreation corridor system.
- * Project will protect major public/state investments such as Indiana University Northwest, Purdue University Calumet Campus, and I-80/94 (Borman Expressway) from costly flooding damages.
- * Project will bring over \$50 million dollars in Federal construction/improvement contracts to Northwest Indiana.
- * Project will allow over 5,000 acres of presently marginal land to be reclaimed for economic development/redevelopment uses along the urbanized Borman Expressway corridor.

Project Benefits to
you, the homeowner:

- * Removal of your property from the floodplain designation.
- * Increased value and sale-ability of your property.
- * Better protection from the river.
- * Elimination of the need to purchase costly flood insurance.
- * Tie-in to northwest IN recreational trail system.

LITTLE CALUMET RIVER BASIN

DEVELOPMENT COMMISSION

The Little Calumet River Basin Development Commission was created in 1980 by the Indiana General Assembly for the explicit purpose of serving as the required local state sponsor for the Little Calumet River Flood and Recreation Project.

The purpose of the *Little Calumet River Flood Control and Recreation Project* is to provide structural flood protection up to a 200 year flood level along the main channel of the Little Calumet River from the Illinois/Indiana State Line to I-65 in Gary.

The Development Commission is composed of 11 members:

- 6 appointed by the Governor of Indiana
- 1 appointed by the Mayor of Gary
- 1 appointed by the Mayor Hammond
- 1 appointed by the Indiana Department of Natural Resources.
- 1 each appointed by the Lake County and Porter Commissioners

The Development Commission, the communities affected by the flood project (Munster, Hammond, Highland, Griffith, Gary), area legislators, elected officials, and the State of Indiana have worked together to provide the non-federal commitments necessary to implement the project. To date \$24,000,000 of Indiana General Assembly appropriations dating back to 1975 has provided the cornerstone for non-federal project commitments.

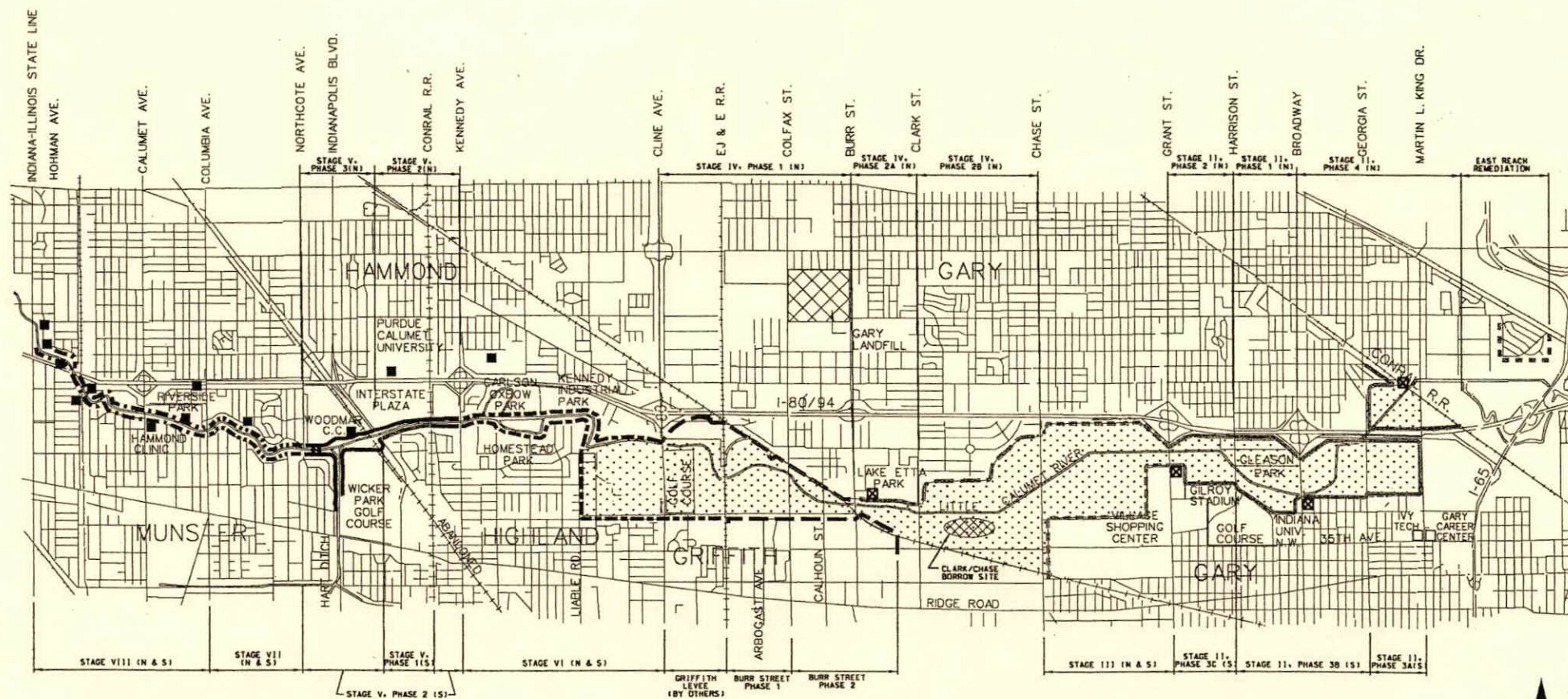
Little Calumet River Basin Development Commissioners :

| | | |
|---------------|---|---|
| Chairman | - | William Tanke, Porter County Commissioners' Appointment |
| Vice-Chairman | - | Robert Huffman, Governor's Appointment |
| Treasurer | - | Curtis Vosti, Governor's Appointment |
| Secretary | - | John Mroczkowski, Governor's Appointment |
| Board Member | - | George Carlson, Mayor of Hammond Appointment |
| Board Member | - | Arlene Colvin, Mayor of Gary Appointment |
| Board Member | - | Steve Davis, Dept. of Natural Resources Appointment |
| Board Member | - | Emerson Delaney, Governor's Appointment |
| Board Member | - | Dr. Mark Reshkin, Governor's Appointment |
| Board Member | - | Marion Williams, Lake County Commissioners' Appointment |
| Board Member | - | Vacancy |

Little Calumet River Basin Development Commission Staff & Contractors:

| | | |
|--|---|--|
| Dan Gardner | - | Executive Director |
| Louis Casale | - | Commission Attorney |
| Sandy Mordus | - | Business Operations Coordinator |
| James Pokrajac | - | Agent, Land Management/Engineering |
| Judith Vamos | - | Agent, Land Acquisition |
| Lorraine Kray | - | Crediting Technician |
| James Flora | - | Project Engineering Consultant with R.W. Armstrong & Associates |
| Northwestern Indiana Regional Planning Commission (NIRPC) - Administrative Service Contract | | |

LITTLE CALUMET RIVER, INDIANA FLOOD CONTROL AND RECREATION PROJECT

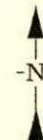
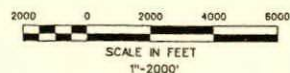


TYPE OF WORK LEGEND

- LEVEE/FLOODWALLS
- CONTROL STRUCTURE
- EAST REACH PUMPING STATIONS (NEW)
- WEST REACH PUMPING STATIONS (Rehabilitate)
- OVERBANK FLOODWATER STORAGE

CONSTRUCTION STAGE LEGEND

- | | | | |
|------------|--|------------|---|
| EAST REACH | | STAGE II | FY00 COMPLETIONS FY00 STARTS FY01 STARTS COMPLETE LEVEE SEGMENTS |
| | | STAGE III | |
| | | STAGE IV | |
| | | STAGE V | |
| | | STAGE VI | |
| WEST REACH | | STAGE VII | |
| | | STAGE VIII | |



U. S. ARMY ENGINEER DISTRICT
CORPS OF ENGINEERS
CHICAGO, ILLINOIS

PROJECT MAP

Date: SEPTEMBER 1999 PRMAP2

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
APPOINTMENT STATUS

(As of December 1, 2000)

| <u>Name</u> | <u>Appointing Authority</u> | <u>Term Expiration</u> |
|--------------------|---------------------------------|----------------------------|
| <u>DEMOCRAT</u> | | |
| Charles Agnew | Governor | 12-31-03 |
| George Carlson | Mayor of Hammond | 12-31-01 |
| Arlene Colvin | Mayor of Gary | 12-31-02 |
| Dr. Mark Reshkin | Governor | 12-31-03 |
| John Mroczkowski | Governor | 12-31-02 |
| Marion Williams | Lake County Commissioners | 12-31-01 |
| <u>REPUBLICAN</u> | | |
| Emerson Delaney | Governor | 12-31-03 |
| Robert Huffman | Governor | 12-31-03 |
| William Tanke | Porter County | 12-31-02 |
| Curtis Vosti | Governor | 12-31-02 |
| <u>INDEPENDENT</u> | | |
| Steve Davis | IDNR Director | 12-31-04 |



OFFICE OF THE GOVERNOR
INDIANAPOLIS, INDIANA 46204-2797

FRANK O'BANNON
GOVERNOR

November 27, 2001

Mr. Robert W. Marszalek
1005 East Eighth Street
Hobart, Indiana 46342

Dear Bob:

It is my pleasure to appoint you as a member of the Little Calumet River Basin Commission. Your appointment is effective immediately and you will fulfill the remainder of a 4 year term that will expire December 31, 2003.

Thank you for your willingness to serve the citizens of the State of Indiana. It will be with the assistance of talented Hoosiers like you that we will reach our goal of making Indiana government responsive to the challenges that confront our great state.

Best wishes. I look forward to working with you in the years ahead.

Sincerely,

Frank O'Bannon

Frank O'Bannon

FOB/jf
Enclosures

CALUMET AREA OFFICE
CONTRACT STATUS REPORT
28 OCT - 01 DEC 2001

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

COMMENTS:

Contractor completing punchlist items.

Awaiting PP-PM/ED-D responses to following issues: Completion of As-Built drawings by ED-DT.

| | | | | | | |
|--------------|----------------|------|----------------|-----------|-----|-----|
| 95-0073 | STA. IV-PHS 2A | DYER | \$2,473,311.50 | - | 100 | 100 |
| 71759328 | | | \$3,504,445.80 | 29 SEP 01 | | |
| (GARCES) | | | \$3,367,842.64 | 29 SEP 01 | | |
| (RUNDZAITIS) | | | \$3,300,000.00 | | | |
| (TURNER) | | | | | | |

COMMENTS:

Minor trench settlement and associated re-seeding to be completed in the spring.

P00036 (FC-37.38 - Final Quantities. Preparing Modification.

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

| | | | | | | |
|------------|---------------|--------|----------------|-----------|-----|-----|
| 95-0076 | STA. II-PHS 4 | RAUSCH | \$3,089,692.00 | - | 100 | 100 |
| 71608714 | | | \$4,186,070.75 | 22 SEP 98 | | |
| (GARCES) | | | \$4,182,688.98 | 22 SEP_98 | | |
| (KARWATKA) | | | \$4,175,000.00 | | | |
| (TURNER) | | | | | | |

COMMENTS:

Contractor completing punchlist items.

Finalizing quantities on all unit priced items. Awaiting final supporting data from Contractor.

FC-76.XX - LEVEE QUANTITY OVERRUN EXCEEDING 115%. - Received revised final cross-section from Contractor. Provided Contractor CO-S review comments. Contractor reviewing.

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: Completion of As-Built Drawings by ED-DT.

| CONT. NO. PR&C NO. (CO-S MGR.) (CO-S QA) (CO-C MGR.) | DESCRIPTION | CONTRACTOR | CONTRACT ORIGINAL CURRENT OBLIGATED EARNED AMOUNT | CONTRACT ORIGINAL CURRENT SUBSTANTIAL FINAL W/O D. COMPLETION | % COMPLETE SCH | ACT |
|--|-------------|--------------|--|--|-------------------|-----|
| 97-0026 71769388 (GARCES) (KARWATKA) (TURNER) | IV-2B | DYER CONSTR. | \$1,530,357.50 \$1,939,038.28 \$1,939,038.28 \$1,939,038.28 | 16 NOV 98 30 SEP 00 30 SEP 00 | 100 | 100 |

COMMENTS:

Final Inspection completed on 23 JUL 2001 with Sponsor and District personnel. PM-M requested fence be added to gateway structure. All contract required features acceptable.

P00023 (FC-26.24) – Fence around gateway and repair vandalized components; \$9,015.03. Preparing modification.

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

| | | | | | | |
|--|--------------------------|--------------------|--|-------------------------------------|-----|-----|
| 99-C-0040 %355539 (DEJA) (LEE) (TURNER) | EAST REACH REMEDATION | DYER CONST. CO. | \$1,657,913.00 \$1,873,784.68 \$1,873,784.68 \$1,873,784.68 | 03 OCT 00 03 OCT 00 03 OCT 00 | 100 | 100 |
|--|--------------------------|--------------------|--|-------------------------------------|-----|-----|

COMMENTS:

Closeout package routed to CO-C for District approval.

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

| | | | | | | |
|---|--|---------------------------|--|-------------------------------------|-----|-----|
| 99-C-0027 %465861 (GARCES) (NEWELL) (SMITH) | C. SHORELINE I-55 TO 30 th | AMERICAN MARINE CONST. | \$10,819,641.25 \$13,323,614.83 \$13,216,189.83 \$13,100,000.00 | 13 DEC 00 13 DEC 00 30 NOV 00 | 100 | 100 |
|---|--|---------------------------|--|-------------------------------------|-----|-----|

COMMENTS:

Awaiting as-built drawings.

(FC-27.XX) – Offsite Disposal Quantity Overrun – Conducted preliminary negotiations.. Awaiting revised proposal from Contractor that reflects revised final quantities and preliminary negotiations.

P00028 (FC-27.29) – Contractor VECP on water/SSP connection; \$33,315.17 DECREASE and no change in time. Awaiting Contractor signature. Contractor has requested info. under FOIA, related to Collateral Savings.

CO/OC provided PARC letter on requiring deletion of collateral savings from VECP clause. CO-S to forward on to Contractor.

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

Awaiting STS response to the following items: 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 | CONTRACT ORIGINAL CURRENT SUBSTANTIAL FINAL W/O D. COMPLETION | % COMPLETE SCH. | ACT |
|--|-------------|-------------|--|--|--------------------|-----|
| 00-C-0003 | STAGE IV – | DILLON | \$2,708,720.00 | 7 JAN 2001 | 100 | 100 |
| %422358 | PHASE 1 | CONTRACTORS | \$2,963,910.52 | 1 MAY 2001 | | |
| (ANDERSON) | NORTH | INC. | \$2,963,910.52 | 1 MAY 2001 | | |
| (KARWATKA) | | | <u>\$2,945,781.52</u> | | | |
| (TURNER) | | | | | | |

COMMENTS:

Initiating Contract Closeout. Can not complete final closeout until next spring due to turf acceptance.

Contractor preparing as-built disk/mylars.

Final Inspection was held on 30 AUG 2001.

P00012 (FC-03.11) – Final Quantities. \$46,945.91 DECREASE; Awaiting Contractors signature.

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

Awaiting Ayres Responses to the following items: None at this time.

| | | | | | | |
|------------|------------|------------|----------------|------------------|-----|-----|
| 00-C-0021 | BURR | DYER | \$2,074,072.70 | 24 JUN 01 | 100 | 100 |
| %198030 | BETTERMENT | CONST. CO. | \$2,228,652.16 | 24 JUL 01 | | |
| (ANDERSON) | PHASE I | | \$2,228,652.16 | <u>24 JUL 01</u> | | |
| (WALDROM) | | | \$2,228,652.16 | | | |

(TURNER)

COMMENTS:

Initiating Contract Closeout.

Awaiting As-Built Drawings from ED-DT/PM-M for transfer to Local Sponsor.

| CONT. NO. PR&C NO. (CO-S MGR.) (CO-S QA) (CO-C MGR.) | DESCRIPTION | CONTRACTOR | CONTRACT ORIGINAL CURRENT OBLIGATED EARNED AMOUNT | CONTRACT ORIGINAL CURRENT SUBSTANTIAL FINAL W/O D. COMPLETION | % COMPLETE SCH. | ACT |
|--|-----------------|-----------------------------------|---|--|--------------------|-----|
| 01-C-0001 %015179 (ANDERSON) (CRAIB) (TURNER) | PUMP STA. 1A | OVERSTREET ELECTRIC COMPANY | \$4,638,400.00 \$4,675,905.00 \$1,031,592.50 \$ 999,140.31 | 08 OCT 02 08 OCT 02 | 23 | 21 |

COMMENTS:

Contractor is continuing with submittals.

Continued electrical work & pulling pumps at Homan/Munster.

Continued pulling pumps from Walnut Avenue pump station for refurbishment.

Continued re-building Fairbanks Morse pumps from Walnut Station.

Pulled one (1) pump for refurbishment from south Kennedy.

FC-01.01 – S. Kennedy Trash Rack Revisions. Awaiting Contractors Proposal.

P00007 (FC-01.07) - \$100,000.00 Continuing Contract Funding. Executed and Distributed.

P00008 (FC-01.09) - \$100,000.00 Continuing Contract Funding. Executed and Distributed.

P00 (FC-01.08) – Walnut Avenue. DSC's Fairbanks Morse Pump Revisions; \$21,273.47 INCREASE; 56 calendar days. Preparing Modification.

| | | | | | | |
|---|---------------------------|-------|--|--|-----|-----|
| 23- 00-C-0002 %924789 (DEJA) (LEE) (TURNER) | MICHIGAN CITY DREDGING | M.C.M | \$608,585.00 \$839,798.67 \$839,798.67 \$839,798.67 | 28 JUL 2000 28 JUL 2000 28 JUL 2000 01 DEC 2000 | 100 | 100 |
|---|---------------------------|-------|--|--|-----|-----|

COMMENTS:

Awaiting signed copies of As-Builts from CO-C.

Awaiting PP-PM response to following items: Correction/Completion of As-Built Drawings.

| | | | | | | |
|--|------------------------|---------------------------------|--|-------------------------------------|-----|-----|
| 00-C-0019 %496849 (DEJA) (NEWELL) (TURNER) | CAL. RIVER DREDGING | LAKE MICHIGAN CONTRACTORS | \$1,922,680.00 \$2,692,289.10 \$2,692,289.10 \$2,692,289.10 | 08 NOV 00 15 APR 01 15 APR 01 | 100 | 100 |
|--|------------------------|---------------------------------|--|-------------------------------------|-----|-----|

COMMENTS:

Awaiting signed copies of As-Builts from CO-C

Initiating closeout activities.

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 | CONTRACT ORIGINAL CURRENT SUBSTANTIAL FINAL W/O D. COMPLETION | % COMPLETE SCH. | ACT |
|--|--------------|-----------------------|--|--|--------------------|------------|
| 00-C-0015 %476674 (ANDERSON) (KARWATKA) (TURNER) | IV - 1 SOUTH | DYER CONST. CO. | \$3,862,736.65 <u>\$4,218,104.52</u> <u>\$4,218,104.52</u> \$4,185,000.00 | 09 AUG 2001 12 OCT 2001 | <u>100</u> | <u>100</u> |

COMMENTS:

Completed punchlist items. Scheduling CO-S final inspection. Will be scheduling final inspection with PM-M/Local Sponsor.

P00016 (FC-15.15, 17 & 18) - Additional RipRap & guardrail at gateway at Sta. 31+40; Additional Topsoil; and WIND fencing; \$32,510.56 INCREASE and no time change. Issued RFP. Executed and Distributed.

FC-15.19 - Existing Levee at Colfax to match INDOT roadraiser. Preparing Modification.

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

| | | | | | | |
|---|--------------------------------------|--|---|----------------------------|----------|----------|
| 01-C-0008 %115055 (AMDERSON) (CRAIB) (TURNER) | PUMP NORTH 5 th AVENUE | OVERSTREET ENG. & CONST. COMPANY | \$2,387,500.00 \$2,387,500.00 \$ 250,000.00 \$ 80,610.00 | 17 MAR 2003 17 MAR 2003 | <u>4</u> | <u>3</u> |
|---|--------------------------------------|--|---|----------------------------|----------|----------|

COMMENTS:

Contractor preparing and submitting submittals.

Removing DWP-1, DWP-2 & associated piping.

FC-08.01 - Installation of Metering Transformer Cabinet and Electrical Connections to NIPSCO Transformer. Awaiting Proposal.

FC-08.03 - Delete 3 Ton Portable Gantry Crane; Awaiting Proposal.

P00004 (FC-08.05) - \$100K Continuing Contract Funding. Executed and Distributed.

P00005 (FC-08.06) - \$100K Continuing Contract Funding. Executed and Distributed.

| | |
|---|------------------------------|
| 00-C-XXXX (ANDERSON) (RUNDZAITIS) (TURNER) | IN HARBOR CDF CUTOFF WALL |
|---|------------------------------|

COMMENTS:

Advertised. Conducted Pre-Bid Site Visit and Conference. Issued Amendment No. 2.

Proposals received 30 OCT 01.

Proposal evaluation board scheduled to convened on 05 NOV 2001.

Pre-Award activities ongoing.

| CONT. NO. PR&C NO. (CO-S MGR.) | CONTRACT ORIGINAL CURRENT OBLIGATED | CONTRACT ORIGINAL CURRENT SUBSTANTIAL |
|--------------------------------------|--|--|
|--------------------------------------|--|--|

| (CO-S QA) (CO-C MGR.) | DESCRIPTION | CONTRACTOR | EARNED AMOUNT | FINAL W/O D. COMPLETION | % COMPLETE SCH. | ACT |
|--------------------------|------------------|------------|-----------------------|----------------------------|--------------------|-----|
| 00-C-0033 | BURNS HARBOR | AMERICAN | \$1,727,500.00 | 16 SEP 2001 | 100 | 100 |
| %649564 | NORTH B/W REPAIR | MARINE | <u>\$2,675,480.03</u> | 14 OCT 2001 | | |
| (GARCES) | | | <u>\$2,675,480.03</u> | | | |
| (NEWELL) | | | <u>\$2,675,480.03</u> | | | |
| (SMITH) | | | | | | |

COMMENTS:
Awaiting As-Built Drawings.

P00009 (FC-33.08) - Final Quantities - \$73,330.03 INCREASE and no time. Executed and Distributed.

| | | | | | | |
|-----------|-------------|--------|------------------------|-----------|------------|-----------|
| 01-C-0002 | CAL. HARBOR | HOLLY | \$1,388,898.00 | 10 OCT 01 | <u>100</u> | <u>65</u> |
| %774164 | CDF RPR. | MARINE | \$1,388,898.00 | 10 OCT 01 | | |
| (GARCES) | | TOWING | <u>\$ 1,165,000.00</u> | | | |
| (LEE) | | | <u>\$ 900,000.00</u> | | | |
| (TURNER) | | | | | | |

COMMENTS:
Continued placing "A" and "B" stone.

P00005 (FC-02.03) - \$223,898.00 Continuing Contract Funding. Preparing Modification.

| | | | | | | |
|------------|---------|--------------|----------------|-----------|-----|-----|
| 00-C-0035 | PUMP 1B | THIENEMAN | \$1,963,400.00 | 24 JUL 01 | 100 | 100 |
| %160517 | | CONSTRUCTION | \$2,120,730.12 | 18 SEP 01 | | |
| (ANDERSON) | | INC. | \$2,120,730.12 | 18 SEP 01 | | |
| (CRAIB) | | | \$2,120,730.12 | | | |
| (TURNER) | | | | | | |

COMMENTS:
Preparing As-Built.

Completed Final O&M Manuals.

Completed Final Inspection 18 September 2001

Initiating Contract Closeout.

Awaiting PP-PM/ED-D responses to following items: 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 | CONTRACT ORIGINAL CURRENT SUBSTANTIAL FINAL W/O D. COMPLETION | % COMPLETE SCH. | ACT |
|--|-------------|------------|--|--|--------------------|-----|
| | | | | | | |

()

COMMENTS:

Due to Local Sponsor/Disposal/PCA issues, contract will not be issued until spring for June/July dredging.

XX-C-00XX LITTLE CAL
% STG. VIII

()
()
()

COMMENTS:

02-C-00XX LITTLE CAL
% MITIGATION

()
()
()

COMMENTS:

Design ongoing.

02-C-00XX STAGE III
% REMEDATION

()
()
()

COMMENTS:

100% BCOE Ongoing.

02-C-00XX DEER CREEK
%

()
()
()

COMMENTS:

Design ongoing.

ADOPTED PRIORITIES FOR USE OF REMAINING STATE BUDGET
APPROPRIATION - 2001-03

1. Purchase of maximum number of properties in the west reach of the project area to put ourselves in the best position to let new Federal flood control construction contracts at the earliest date possible. Concentration will be on Stage VI Phase 1 and Stage VI Phase 2 working westward from Cline Avenue. All properties will be fully creditable.
2. Pursue west reach permit for construction in a floodway issued by the Indiana Department Natural Resources. This permit necessitates the approval and beginning implementation of a required wetland mitigation plan. Concentration of efforts on letting in-project mitigation contract and utilizing State appropriations to purchase necessary off-corridor mitigation lands identified in the Hobart Marsh area. Work with the IN Department Natural Resources and Shirley Heinze Environmental Fund toward the dedication of their properties for mitigation commitment with minimized cost. Property acquisition will be targeted to fully creditable items.
3. Continue discussion with the Gary city administration and other local leaders to identify local financial resources for the non-Federal portion of the Burr Street betterment levee construction. This acquisition and cost sharing is currently not creditable. Closely monitor progress because if funding source cannot be identified prior to potential west reach construction – the gap in the line of protection at the Burr Street area will prohibit west reach construction initiation. Continue working with the city administration to explore timely fund commitment.
4. Complete east reach remaining parcel acquisition. This activity is fully creditable.

MEMORANDUM

TO: Commission members

FROM: Curt Vosti, Chairman, Finance & Policy Committee

SUBJECT: Finance & Policy Committee Recommendations for Calendar Year 2002

DATE: November 30, 2001

1. On Thursday, November 15th, the Finance & Policy Committee met to review year end financial status, review administrative contracts and compensation, make recommendations for the year 2002 budget and compensation adjustments, and review travel policy. The Committee also accepted written statements by Commissioner Carlson and Attorney Casale regarding travel guidelines. In attendance were Bill Tanke, Arlene Colvin, John Mroczkowski, George Carlson, Dan Gardner, Lou Casale, Sandy Mordus and myself.
2. I have included for your review all of the current contracts that will need to be acted on at the December 6th meeting. It is my intention to make the following recommendations based upon committee endorsement of the following:
 - The recommended 2002 operating budget which holds administrative costs to last year's levels and assumes the release of the remaining \$2.5 million of the Build Indiana Fund in approximately next June/July for Commission use.
 - >To fund administrative costs, the Committee recommends to dedicate the interest made on the COE escrow accounts to the Administrative Budget which yields \$118,677.82.
 - The existing service contracts with NIRPC, Attorney Lou Casale, Jim Pokrajac, Judy Vamos, and Lorraine Kray.
 - The compensation recommendations for your consideration are as follows:

- NIRPC amount changes are shown in the margin
- Recommended compensation adjustment for NIRPC employees:
 - Dan Gardner - \$5,500 (coupled with NIRPC 3% raise)
 - Sandy Mordus - \$4,000 (coupled with NIRPC 3% raise)
- Independent Contractors:
 - Jim Pokrajac - \$4.75 per hour increase to \$50.75
 - Judy Vamos - \$3.50 per hour increase to ~~\$33.50~~ 36.50
 - Lorraine Kray - \$1.75 per hour increase to \$18.25
- Legal services contract:
 - Increase per hourly rate from \$85 to \$90
- Consulting engineer Jim Flora (R. W. Armstrong Company) is requesting an hourly increase from \$135 to \$150. This proposal was not before the Committee at the time of the meeting so there was no Committee recommendation at that time. We have since received his proposal and it is included herein for your consideration.

3. If any Commissioners have questions regarding any of these recommendations, please feel free to call me (219/853-6378) or Dan Gardner for clarification.

/sjm
Enclosures

PROPOSED

2002 OPERATING BUDGET

| Budget Code | Category | 2001 Budget | 2002 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 | \$1,984,850.00 | \$3,170,188.00 |
| 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 | | (\$350,000.00) |
| SUB TOTAL | | \$3,109,850.00 | \$4,295,188.00 |

TOTAL BUDGET **\$4,486,188.00**

Note:

*2002 Budget is total of:

 \$191,000 administrative dollars

 \$7,172,000 from the 99/01 budget

 From the 01/03 budget:

 \$1,979,016 (currently drawing)

 \$2,500,000 (to be allocated)

**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 five hundred dollars (\$7,500) 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 three additional 10' by 10' offices for use by its employees, contractors or agents. For these three staff offices, the LCRBDC shall compensate NIRPC at the rate of three hundred dollars (\$300.00) each per month. With respect to one of the rooms, the

\$8,000
(6.6%)

\$800
(added
space
used)

LCRBDC will not be charged until it is occupied by a person. At the time of hiring that person, the room charge of \$300 per month will be instituted. In the event no person is hired, there will be no charge for the third room. If the LCRBDC occupies the room, the LCRBDC can cancel upon a 30-day notification with no further charges.

E. NIRPC shall set the salaries for those employees working primarily for the LCRBDC at levels mutually agreed to by the LCRBDC and the NIRPC Executive Director.

F. The Executive Director of the LCRBDC will continue to function as Chief Staff Officer for the LCRBDC and be responsible for the operational and administrative functioning thereof including, but not limited to, the following:

- Attendance at all regular and special meetings of the LCRBDC.
- The conduct and coordination of negotiations for the Local Cooperation Agreement with the Army Corps of Engineers and all necessary State, County and local sub-Agreements to cause the construction and ensure funding of the flood control/recreation project and breakwater project.
- The negation, coordination and/or preparation of all Federal, State and local legislative contracts, hearings and presentations relative to the LCRBDC business.
- The presentation and negotiation with local municipalities, park boards, highway departments and sanitary boards relating to needed items of cooperation for the flood control, recreation and marina projects along the Little Calumet River.

G. NIRPC shall provide the following financial management assistance to the LCRBDC and shall be compensated for such service by the LCRBDC at the rate of six hundred dollars (\$600) per month.

1. Aid the LCRBDC in preparation of its budget and provide accounting services for the receipt, investment and disbursement 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

\$625
(4%)

depositories designated the LCRBDC.

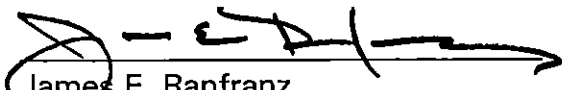
3. Disburse LCRBDC funds only upon authorization to do so by the LCRBDC and presentation of a State Board of Accounts standard claim form signed by at least two Commission members and approved by the LCRBDC at a regular or special meeting. Checks shall be drawn from an account in the LCRBDC's name and 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.

- CHANGE
IN
WORDING
- 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-five dollars (\$25.00) 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.

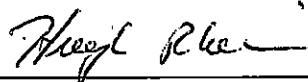
- N. NIRPC may make available additional space or other services to the LCRBDC on a direct request basis. NIRPC shall bill the LCRBDC for such services on a basis that is mutually agreed to by the parties.
- O. NIRPC shall provide itemized monthly billings for services performed. Payment shall be due within thirty (30) days after billing.
- P. This agreement shall be effective January 1, 2001 and shall terminate December 31, 2001. 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:

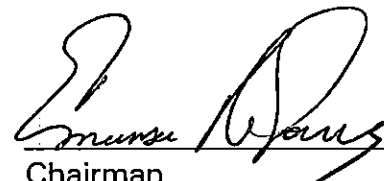

James E. Ranfranz
Executive Director

ATTEST:


Hugh Rhein
Director of Finance and
Administrative Services

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By:


Chairman
Emerson Delaney

ATTEST:


Dan Gardner,
Executive Director

AGREEMENT

Comes now the Parties hereto, the LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION, hereinafter referred to as the "Commission," and LOUIS M. CASALE, hereinafter referred to as "Attorney," and agrees as follows:

1. Commission retains Attorney to attend its regular meetings and render legal opinions and advice concerning organizational structures, public meeting procedures and such other legal matters that may arise during said regular meetings for and in consideration of a Retainer fee of Three Thousand Four Hundred and 00/100 (\$3,400.00) Dollars per annum, payable in twelve (12) monthly installments. Services to be provided for the Retainer Fee are as follows:

- a. Attend all regular Commission meetings, including adjourned and special meetings. It is assumed that there are generally Twelve (12) regular meetings per year, and, on occasions, there may be One (1) or Two (2) adjourned or special meetings.
- b. Provide advice about organizational structures and public meeting procedures.
- c. Provide advice about existing policies and practices that may be indicated by judicial and administrative decisions.
- d. Revise or review resolutions and basic administrative contracts pertaining to the organization and operation of the Commission.

2. Attorney shall provide such Special Services as required by the Commission, to be billed at the Attorney's current hourly rate for governmental agencies, which is presently Sixty (\$60.00) Dollars per hour, plus out-of-pocket expenses incurred by Attorney, but only after receiving authorization to proceed from the Commission, its Chairman or the Executive Director of the Commission. Special Services shall include, but not be limited to, the following items:

- a. Representation in connection with any litigation affecting the Commission.
- b. Representation in connection with changes in boundaries or formation, operation and dissolution of ancillary organizations.
- c. Consultation, preparation of documents, and representation in connection with any real or personal property transaction.

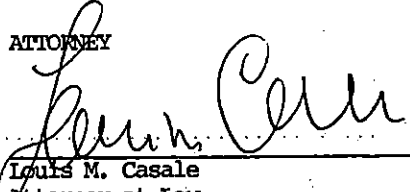
- d. Attendance at any meetings in excess of the meetings provided under the basic retainer services
- e. Preparations of opinions, reports, memoranda, Contracts, leases, resolutions, legislation, and similar documents that require research or revision.
- f. Representation in any Bond Issue Proceedings.

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

3. The Attorney may, with the authorization of the Commission or its Chairman, retain Co-Counsel or Local Counsel when, in the Attorney's opinion, such action is warranted in specific cases and on such terms as deemed acceptable by the Commission or its Chairman.

4. This Agreement shall be subject to review and renewal by the Commission annually at its first meeting of the year. In the event the Commission does not review and renew this Agreement at its first annual meeting, it shall continue from month to month unless renewed or terminated.

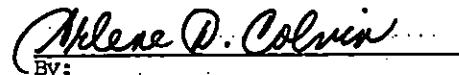
ATTORNEY


Louis M. Casale
Attorney at Law
8300 Mississippi, Suite E
Merrillville, IN 46410
Telephone 219/769-1566

7/30/87
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION


By:
Title: Commission Chairman

ATTEST:


By:
Title: Commission Secretary

courses to the existing trail along the east and south boundaries but they are awaiting information from INDOT for impacts to Indianapolis Blvd. R/W which would cause their existing trail to be relocated.

Mr. Vosti commented that he was glad to be able to view the project construction, and especially the finished trail segments, on the van tour of the properties.

Marina Committee – Committee Chairman Bill Tanke reported that Mayor Olson called Mr. Gardner and brought to his attention some bank sloughing into the waterway was caused by several big storms.

Finance Committee – Committee Chairperson Arlene Colvin gave the finance report. She referred to the monthly financial status sheet and claims in the amount of \$118,938.42 and proceeded to make a motion approving the claims; motion seconded by Curt Vosti; motion passed unanimously. She reported that a Finance Committee meeting was held on December 7th. She presented the agreement between the Commission and NIRPC for the year 2001 and explained the changes contained therein. She then proceeded to make a motion approving the agreement; motion seconded by George Carlson; motion passed unanimously. She then proceeded to make a motion authorizing an hourly increase for legal services for Lou Casale from \$80 per hour to \$85 per hour; motion seconded by Curt Vosti; motion passed unanimously. Ms. Colvin then made a motion approving an hourly increase in the independent contractors' agreements – James Pokrajac's hourly would increase from \$42 to \$46 per hour; motion seconded by George Carlson; motion passed unanimously. She then made a motion approving Judy Vamos' s hourly from \$30 to \$33 per hour; motion seconded by George Carlson; motion passed unanimously. A motion was then made by Curt Vosti to increase the hourly on a renewed contract with Lorraine Kray for crediting services from \$15 to \$16.50; motion seconded by Chuck Agnew; motion passed unanimously.

A discussion was then held on staff's increases. With the current NIRPC personnel/policy system, it locks an employee in at a certain rate with just a small step increase. The Commission does not have the authority to offer an increase for their staff and the only way they can be able to extend any additional money to them is through a bonus. The bonus extended to staff would remain the same as last year. Ms. Colvin proceeded to make a motion to approve a bonus payment to Executive Director Dan Gardner in the amount of \$5,500 and to Business Coordinator Sandy Mordus in the amount of \$4,000; motion seconded by George Carlson; motion passed unanimously. These bonuses are for the year 2000 and are based upon merit and performance and are not an automatic increase. Mr. Vosti added that, as a relatively new member, he appreciated having NIRPC pay system explained to him for his understanding. He did not like the word "bonus" and the committee will meet before next year to discuss this.

Ms. Colvin presented the proposed 2001 Operating Budget. Mr. Gardner explained that, in light of limited funds and not knowing what we will receive from the General Assembly, the budget is based on a 6 month budget (instead of a 1-year budget). After we know what we will receive, the budget will be amended to reflect the entire year. Ms. Colvin made a motion to approve the 6 month Administrative Budget in the amount of

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2001 by and between The Little Calumet River Basin Development Commission ("Commission"), and James E. Pokrajac, an individual residing at 236 Elgin, Griffith, IN 46319 (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 \$ 46.00 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: Dan Gardner

Title: Executive Director

James E. Pokrajac
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 1st day of January, 2001 by and between The Little Calumet River Basin Development Commission ("Commission"), and Judith A. Vamos, an individual residing at 12060 - 97th Court, St. John, IN 46373 (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 \$ 33⁴⁵ 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 her 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: Executive Director


JUDITH A. VAMOS

12

Exhibits 12/16/2008

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.

**AGREEMENT FOR TECHNICAL SERVICES
BETWEEN
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
AND**

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

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

A. TERMS AND CONDITIONS OF CONTRACT:

1. Contract shall be for a period not to exceed six (6) months effective from the date of signature of both parties or their legal representatives.
2. Contract shall be reviewed on an as-need basis and can be renewed or revised upon review and consent of both contracting parties. Compensation will be reviewed at that time.
3. The contract can be terminated upon written notice of seven (7) days by either contracting party.

B. COMPENSATION FOR SERVICES:

1. The Development Commission will compensate the contractor for services rendered on a fixed hourly rate basis at the rate of 16.50.
2. The fixed rate compensation will constitute the total of compensation to the contractor for his services.
3. The contractor shall be considered self-employed for the purpose of this contract, and as such, the contractor shall be responsible for the payment of all applicable State and Federal taxes associated with this employment status.
4. The contractor shall submit invoices and claims on a bi-monthly basis for services rendered. The invoices shall record the number of hours that the contractor has worked in that period. The Development Commission will review and process the claims and submit vouchers for State payment on a weekly basis. The contractor shall be paid upon receipt of the State payment.
5. The contractor shall receive mileage reimbursement at the rate of \$.28/mile for work-related travel as approved by the Commission Executive Director. The point of departure and return for valid mileage reimbursement shall be from the Commission office. Mileage claims shall be submitted on a monthly basis and are subject to rules and regulations of the State Board of Accounts.

In witness whereof, the parties have executed this agreement on this 1st day of January, 2001.

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

Dan Gardner
By: Dan Gardner
Executive Director

GEORGETTE LORRAINE KRAY

Georgette Lorraine Kray
Contractor



November 26, 2001

200012060.90

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

Re: Billing Rates

Dear Dan:

We are transmitting with this letter our proposed updated hourly billing rate schedule. This schedule will replace the schedule currently in effect upon acceptance by the Commission.

If you have any questions, please call.

Very truly yours,

R. W. Armstrong & Associates, Inc.

A handwritten signature in blue ink that reads 'James J. Flora, Jr.'.

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

JJF:kf
Enclosure

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

TRAVEL POLICIES

The following policies shall be used in providing or reimbursing Commission members or employees for travel accommodations when such travel has been authorized by the Chairman and Director:

A. REGISTRATION FEES

The cost of registration or similar fees for conferences, seminars and other similar meetings or functions related to Commission affairs will be provided for or reimbursed when authorized by the Commission and supported by receipts. In the event that a Commissioner or employee fails to attend a conference for which registration fees are non-refundable, without a valid reason, as determined by Commission, the Commissioner or employee shall be liable for that portion of the fee which is non-refundable.

B. TRANSPORTATION

Transportation for Commission business will be reimbursed or paid for as follows:

1. Travel by airline, rail service, bus or similar common carrier made will be provided for at the prevailing "coach" or "tourist" rate when properly authorized and supported by original receipts. A Commissioner or employee canceling a ticket without valid reason, as determined by the Commission, will be liable for the non-refundable cost thereof.
2. Taxi fare and/or the cost of other local (public) conveyances will be provided for or reimbursed when supported by receipts.
3. Parking fees and tolls will be reimbursed when supported by receipts.
4. When a personal automobile is used in lieu of common carrier transportation,



reimbursement will be at the amount of the then current mileage rate authorized by the State of Indiana for general use by state employees.

5. The use of rental cars may be authorized by the Chairman and Director when suitable local transportation is not available or feasible. When properly authorized, associated costs will be provided for or reimbursed when supported by receipts.

C. LODGING

1. Lodging shall be provided for or reimbursed when supported by receipts in the following manner:
 - a) Single occupancy will be provided at actual cost.
 - b) Double occupancy will be provided at actual cost when both parties are eligible for reimbursement.
 - c) Double occupancy will be provided at the single occupancy rate when only one part is eligible for reimbursement.
2. Reimbursement for lodging costs shall include room costs, associated local taxes and necessary, business related telephone charges. Any other charges made to the room are the responsibility of the Commission member or employee.

D. MEALS

1. Meals will be reimbursed up to the following maximum amount:

\$24.00 per day for overnight travel

The exception to this reimbursement is when a meal is provided for by others, that meal shall be deducted from the daily \$24 amount at the following rate:

| | |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch | \$ 6.00 |
| Dinner | \$12.00 |

The amounts contained herein conform to the current State Budget Agency Policy and shall automatically adjust as per amendments to said policy

2. When separate checks are not available, a Commission member or employee may claim reimbursement for other Commission members or employees up to the maximum amount provided for in the preceding section multiplied by the number of Commission members or employees, provided that each Commission member and/or employee is identified by name and that a receipt is provided.

E. PER DIEM

According to Statute IC 14-6-29.5-2(d), each Commissioner participating in Commission business shall receive a salary per diem of \$50.00, when they do not receive payment from any other source of government funds, in addition to meal and travel allowances.

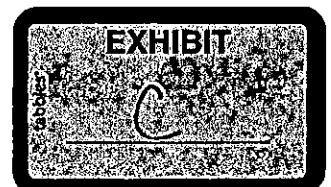
F. EXECUTIVE DIRECTOR AND COMMISSIONER EXPENSES

In the course of providing for the achievement of Commission goals and objectives, it is, on occasion, necessary to provide for the expenses of those who are not Commission members, employees or contractors of the Commission. The Chairman and Director shall be authorized to make such provisions.

CLAIMS PAYABLE FOR OCTOBER 2001

| ACCT | VENDOR NAME | AMOUNT | EXPLANATION OF CLAIM |
|------|-------------------------------|----------|--|
| 5811 | CASALE, WOODWARD & BULS, LLP | 283.33 | RETAINER FEE BILLED THROUGH 10/19/01 |
| 5811 | CASALE, WOODWARD & BULS, LLP | 17.00 | ADD'L LEAGAL SERVICES THROUGH 10/19/01 |
| 5812 | NIRPC | 9,152.37 | SERVICES PERFORMED SEPTEMBER 2001 |
| 5821 | NAFSMA | 898.00 | 2 REGISTRATIONS FEES FOR ATTENDANCE AT NAFSMA CONFERENCE FOR WM TANKE & DAN GARDNER |
| 5821 | SANDY MORDUS | 45.64 | MILEAGE FROM 7/18/01-10/15/01 |
| 5822 | JIM POKRAJAC | 30.71 | REIMBURSEMENT FOR FILM FOR CLOSURE STRUCTURE |
| 5824 | A T & T | 96.33 | CONFERENCE CALL |
| 5825 | SAND RIDGE BANK | 44.78 | EXPENSES INCURRED AT MEETING W/CORPS OF ENGINEERS 10/1/01 |
| 5825 | SAND RIDGE BANK | 12.95 | October 4th COMMISSION MEETING EXPENSE |
| 5825 | SAND RIDGE BANK | 191.01 | EXPENSES INCURRED AFTER MEETING IN GOVERNOR'S OFFICE 10/10/01 |
| 5825 | SAND RIDGE BANK | 20.84 | OCTOBER 15TH COMMISSION MEETING EXPENSE |
| 5838 | CASALE, WOODWARD & BULS, LLP | 5,941.66 | LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 10/19/01 |
| 5843 | LAKE COUNTY RECORDER | 32.00 | TO RECORD TEMP & PERM EASEMENTS FOR DC-600 |
| 5843 | MERIDIAN TITLE CORP | 75.00 | TITLE WORK PREFORMED FOR DC-816 |
| 5843 | INDIANA TITLE NETWORK COMPANY | 150.00 | TITLE WORK PREFORMED FOR DC-526 |
| 5844 | JAMES POKRAJAC | 1,932.00 | ENGINEERING/LAND MANAGEMENT SERVICES 9/16/01-9/30/01 |
| 5844 | JAMES POKRAJAC | 141.40 | SEPT MILEAGE |
| 5844 | JAMES POKRAJAC | 4,370.00 | ENGINEERING/LAND MANAGEMENT SERVICES 10/1/01-10/15/01 |
| 5844 | JUDITH VAMOS | 2,508.00 | LAND ACQUISITION/MANAGEMENT SERVICES 9/18/01-9/28/01 |
| 5844 | JUDITH VAMOS | 19.60 | SEPT MILEAGE |
| 5844 | JUDITH VAMOS | 2,920.50 | LAND ACQUISITION/MANAGEMENT SERVICES 10/1/01-10/15/01 |
| 5844 | SANDY MORDUS | 159.25 | CREDITING TECHNICIAN SERVICES 9/18/01-9/27/01 |
| 5844 | SANDY MORDUS | 318.50 | CREDITING TECHNICIAN SERVICES 10/1/01-10/10/01 |
| 5844 | G. LORRAINE KRAY | 775.50 | CREDITING TECHNICIAN & LAND ACQUISITION ASST 9/18/01-9/28/01 |
| 5844 | G. LORRAINE KRAY | 742.50 | CREDITING TECHNICIAN & LAND ACQUISITION ASST 10/2/01-10/11/01 |
| 5845 | DLZ | 2,300.00 | PROFESSIONAL SERVICES FOR BURR ST BETTERMENT LEVEE |
| 5845 | DLZ | 1,056.25 | PROFESSIONAL SERVICES FOR HIGHLAND EASEMENTS |
| 5845 | DLZ | 2,020.00 | PROFESSIONAL SERVICES FOR SV-P11 |
| 5845 | DLZ | 1,580.00 | PROFESSIONAL SERVICES FOR DC-451 STAKEOUT |
| 5845 | DILLON CONTRACTORS INC | 390.67 | COST INCURRED IN CLEANING DEBRIS FROM TRENCH BOTTOM SIV-IN |
| 5845 | PRECISION LAWN CARE | 4,300.00 | COST INCURRED IN MOWING COMMISSION PROPERTIES |
| 5848 | THE SLOAN GROUP | 120.00 | COST INCURRED FOR REPRODUCING VIDEO OF PROJECT |
| 5861 | MERIDIAN TITLE CORP | 1,174.00 | ADDITIONAL COST INCURRED IN ACQUISITION OF 69B & 70A |
| 5882 | ELGIN JOLIET & EASTERN RWY | 4,532.01 | UTILITY RELOCATION FOR PERIOD ENDED 9/14/01 INV#109224 |
| 5882 | ELGIN JOLIET & EASTERN RWY | 1,839.03 | UTILITY RELOCATION FOR PERIOD ENDED 9/14/01 INV#109225 |

TOTAL 50,190.81



OCT 19 '01 10:28AM

P.2/3

2001

annual meeting



NAFSMA 2001 Annual Meeting

November 6 -9

Charlotte, North Carolina

INVOICE

10/19/2001

Registrant Information:

William Tanke
Commissioner
Little Calumet River Basin Development
6100 Southport Road
Portage, IN 46368
219/763-0696 Fax 219/762-1653
smardus@nirpc.org

Registration Type:

Member Early 449

Special Events RSVP:

| | |
|-------------------------------------|---------------|
| Biltmore Tour # | Fee \$ |
| Golf Tournament # | Fee \$ |
| Reception at Lowe's Speedway #1 | Guest Fee \$0 |
| Guest Children # | Fee \$ |
| Reception at Museum of New South #1 | Guest Fee \$0 |

Purchase Order #

| Payment Info | |
|------------------|--------|
| Registration Fee | \$ 449 |
| Special Fees | \$ 0 |
| Total Fees | \$ 449 |
| Amount Paid | \$ |
| Date Paid | |
| Check # | # |
| Due Now | \$ 449 |

Please make checks payable to NAFSMA (federal tax I.D. No. 52-1102917) and remit to:
Registrar, 1299 Pennsylvania Avenue, NW
8th Floor West
Washington, DC 20004-2400

If you have any questions regarding this invoice, please call Conference Director Sheila
Relly
at (202) 218-4122.

OCT 19 '01 10:28AM

P.3/3

2001

annual meeting



NAFSMA 2001 Annual Meeting

November 6-9

Charlotte, North Carolina

INVOICE

10/19/2001

Registrant Information:

Dan Gardner
Executive Director
Little Calumet River Basin Development
6100 Southport Road
Portage, IN 46368
219/763-0696 Fax 219/762-1653
smordus@nirpc.org

Registration Type:

Membership 449

Special Events RSVP:

Biltmore Tour # Fee \$

Golf Tournament # Fee \$

Reception at Lowe's Speedway #1 Guest Fee \$0

Guest Children # Fee \$

Reception at Museum of New South #1 Guest Fee \$0

Purchase Order #

| Payment Info. | |
|------------------|--------|
| Registration Fee | \$ 449 |
| Special Fees | \$ 0 |
| Total Fees | \$ 449 |
| Amount Paid | \$ |
| Date Paid | |
| Check # | # |
| Due Now | \$ 449 |

Please make checks payable to NAFSMA (federal tax I.D. No. 52-1102917) and remit to:
Registrar, 1299 Pennsylvania Avenue, NW
8th Floor West
Washington, DC 20004-2400

If you have any questions regarding this invoice, please call Conference Director Sheila
Reilly
at (202) 218-4122.

**LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION**

6100 Southport Rd, Portage, IN 46368
Phone: (219) 763-0696
Fax: (219) 762-1653

REC'D OCT 22 2001

**PURCHASE ORDER
CLAIM FORM**

ORDER NUMBER 01-97

DATE: Oct 5, 2001

This form approved by the State Board of Accounts for use by
the Little Calumet River Basin Development Commission (1985)

TO:

NAFSMA
ATTENTION: Kerry Keene
1299 Pennsylvania Ave NW,
8th Floor West
Washington, D.C. 20004-2400

NO CLAIM WILL BE APPROVED FOR PAYMENT UNLESS
ORIGINAL COPY OF THIS ORDER OR THE PURCHASE ORDER
NUMBER IS MADE A PART OF THE CLAIM.

This order issued in compliance with CHAPTER 99, ACTS
1945 and Acts amendatory thereof and supplemental thereto.

| QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|------|---|------------|--------|
| | | 2 REGISTRATION FEES FOR ATTENDANCE AT NAFSMA Conference @ \$499 each Dan Gardner William Tanke <div>Total</div> | | 898.00 |
| INDIANA RETAIL TAX EXEMPTION #35-157363-001-2 | | FEDERAL TAX EXEMPTION #35-1517363 | TOTAL | 898.00 |

PURSUANT TO THE PROVISIONS AND PENALTIES OF CHAPTER 155, ACTS OF 1953:

I HEREBY CERTIFY THAT THE FOREGOING ACCOUNT IS JUST AND CORRECT, THAT THE AMOUNT CLAIMED IS LEGALLY DUE, AFTER ALLOWING ALL
JUST CREDITS AND THAT NO PART OF THE SAME HAS BEEN PAID.

DATE 10/17/01 19 01

CLAIMANT

I hereby certify that the above is true and correct: that the same was ordered by me and the supplies and materials therein enumerated have been duly
received by me, except.

DATE: 19

SIGNATURE

11/12/01 11:28 FAX 219 762 1653

N I R P C

002

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

CHECK NO.

007342

| UR REF. NO | YOUR INVOICE NO. | INVOICE DATE | INVOICE AMOUNT | AMOUNT PAID | DISCOUNT TAKEN | NET CHECK AMOUNT |
|------------|------------------|--------------|----------------|-------------|----------------|------------------|
|------------|------------------|--------------|----------------|-------------|----------------|------------------|

2 REGISTRATION FEES FOR ATTENDANCE AT NAFSMA CONFERENCE @\$499 each

Dan Gardner
William Tanke

898.00

This document contains multiple security features. See reverse side for listing. 6



APPROVED BY THE STATE BOARD OF ACCOUNTS FOR
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION 1989
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
6100 SOUTHPORT ROAD
PORTAGE, INDIANA 46368

THE MERCANTILE NATIONAL BANK
OF INDIANA
HAMMOND, INDIANA 46325
71-1281-719

007342

DATE

CONTROL NO.

AMOUNT

11/1/01

7342

\$898.00

PAY

EIGHT HUNDRED NINETY EIGHT DOLLARS AND NO CENTS*****

TO THE
ORDER OF

NAFSMA

NON-NEGOTIABLE

MP

007342 2076912813

11 36 100

MEMORANDUM REGARDING TRAVEL POLICY

TO: Commissioner George Carlson; Chairman Bill Tanke; Dan Gardner; and members of the Finance Committee

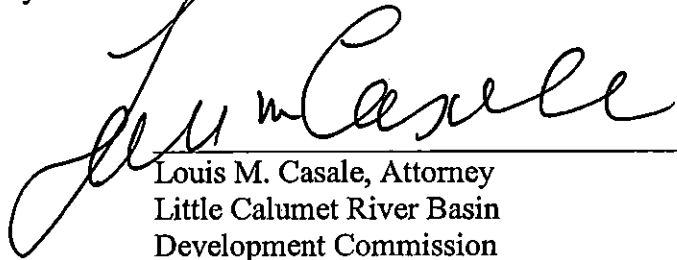
Shortly after the November 1, 2001 meeting of the Little Calumet River Basin Development Commission, Commissioner George Carlson requested that I review and determine the Chairman of the Commission's power to designate who would and/or would not attend the annual NAFSMA conference. At a prior meeting of the Commission, Chairman Tanke indicated that, due to budgetary constraints, all Commissioners, and/or staff and contractors should not attend the NAFSMA conference as in prior years, but that instead, he and Dan Gardner would be the only attendees. To support this position Chairman Tanke at the November 1, 2001 meeting of the Commission distributed Travel Guidelines presented in September 1996 which indicate, in part, that Commission members and/or employees would be reimbursed for travel accommodations when such travel has been authorized by the Chairman and Director. I have reviewed the minutes from 1996 of the Little Calumet River Basin Development Commission, in particular, the September and October minutes and have found that the Commission did not adopt the Travel Guidelines by formal vote at a regular meeting. The Travel Guidelines had been developed and proposed by the Finance Committee, but were later withdrawn from consideration. At that time, Bill Tanke indicated in a letter to the Commissioners that, although he was withdrawing the Travel Guidelines from consideration at the Commission meeting, absent any objection from the Commissioners or a vote to the contrary, he would use the Travel Guidelines presented as his guidelines to determine travel of the Commissioners, employees and contractors. I attach the Guidelines and letter as Exhibits A and B to this memorandum.

It is clear that the Commission Chairman does not have the inherent power to determine who will or will not attend a Commission related out of town conference absent delegation of this power to him by the full Commission. I have been unable to locate, in any of the meetings of the minutes of the Commission, a resolution delegating this power to the Chairman of the Commission.

This being said, it should be noted that the claim forms presented for registration to the NAFSMA conference were unanimously approved at the Commission meeting of November 1, 2001. (See Exhibit C). These claim forms were clearly presented in the list of claim forms with no efforts to hide the fact that they were for payment of the Chairman and Executive Director's expenses in registering for the conference. Presumably, the bills for reimbursement for air travel, per diem, and food, and other expenses incurred at the conference by the Chairman and Executive Director will be presented to the Commission as claim forms in subsequent meetings and will be subject to Commission scrutiny and vote as are all claim forms. Therefore, while the method used by the Commission Chairman in limiting travel and thereby reducing travel related expenses may have been offensive to one or more Commissioners, it appears that the process for reimbursement and approval of claim forms has, to date, been proper.

It is my strong suggestion that a clear and concise travel policy be recommend by the Finance Committee and approved by the Commission at a public meeting so that these misunderstanding do not occur in the future.

Respectfully submitted this 15th day of November 2001.



Louis M. Casale, Attorney
Little Calumet River Basin
Development Commission

Sandy - pls. get to
Arlene + John -
see you Thurs. cpr.

**Chairman's NOTES AND ISSUES FROM 1/11/002
FINANCE AND POLICY COMMITTEE
OF THE
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**

1. Group decided to focus on Travel Policy and Committees for short term;
Election process and then possibly look other issues in the longer term: complete
manual revision, renumeration; policies for staff and contractual employees and
financial policies.

2. The idea is that the majority of the debate should occur in committee

2A. What does Roberts Rules say???

TRAVL POLICY

3. What is the role of the chairman: authoritative or democaratic (small "d")
4. Travel should not be micromanaged by the Commission
5. Is travel a Perk? Or should there be some flexibility due to specifics or finances
6. Maybe Committee should recommend whos and whats of travel toi full
commission and then let staff work out the details.
7. NAFSMA might not be the best meeting for the full commission to go to - maybe
different conferences for different interests, not all at one time..
8. Sandy should not be a travel agent.

COMMITTEES

9. New Operations and Maintenance Committee to augment what staff has already done
10. Minority Contracting Committee should in name become part of engineering or
Fianance and Policy as there is little business at this time and noone selected to be on it.
11. Chairman appoints committee members from their preferences....
12. Committees choose their own leaders

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

TRAVEL POLICIES

The following policies shall be used in providing or reimbursing Commission members or employees for travel accommodations when such travel has been authorized by the Chairman and Director:

A. REGISTRATION FEES

The cost of registration or similar fees for conferences, seminars and other similar meetings or functions related to Commission affairs will be provided for or reimbursed when authorized by the Commission and supported by receipts. In the event that a Commissioner or employee fails to attend a conference for which registration fees are non-refundable, without a valid reason, as determined by Commission, the Commissioner or employee shall be liable for that portion of the fee which is non-refundable.

B. TRANSPORTATION

Transportation for Commission business will be reimbursed or paid for as follows:

1. Travel by airline, rail service, bus or similar common carrier made will be provided for at the prevailing "coach" or "tourist" rate when properly authorized and supported by original receipts. A Commissioner or employee canceling a ticket without valid reason, as determined by the Commission, will be liable for the non-refundable cost thereof.
2. Taxi fare and/or the cost of other local (public) conveyances will be provided for or reimbursed when supported by receipts.
3. Parking fees and tolls will be reimbursed when supported by receipts.
4. When a personal automobile is used in lieu of common carrier transportation,

reimbursement will be at the amount of the then current mileage rate authorized by the State of Indiana for general use by state employees.

5. The use of rental cars may be authorized by the Chairman and Director when suitable local transportation is not available or feasible. When properly authorized, associated costs will be provided for or reimbursed when supported by receipts.

C. LODGING

1. Lodging shall be provided for or reimbursed when supported by receipts in the following manner:
 - a) Single occupancy will be provided at actual cost.
 - b) Double occupancy will be provided at actual cost when both parties are eligible for reimbursement.
 - c) Double occupancy will be provided at the single occupancy rate when only one part is eligible for reimbursement.
2. Reimbursement for lodging costs shall include room costs, associated local taxes and necessary, business related telephone charges. Any other charges made to the room are the responsibility of the Commission member or employee.

D. MEALS

1. Meals will be reimbursed up to the following maximum amount:

\$24.00 per day for overnight travel

The exception to this reimbursement is when a meal is provided for by others, that meal shall be deducted from the daily \$24 amount at the following rate:

| | |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch | \$ 6.00 |
| Dinner | \$12.00 |

The amounts contained herein conform to the current State Budget Agency Policy and shall automatically adjust as per amendments to said policy

2. When separate checks are not available, a Commission member or employee may claim reimbursement for other Commission members or employees up to the maximum amount provided for in the preceding section multiplied by the number of Commission members or employees, provided that each Commission member and/or employee is identified by name and that a receipt is provided.

E. PER DIEM

According to Statute IC 14-6-29.5-2(d), each Commissioner participating in Commission business shall receive a salary per diem of \$50.00, when they do not receive payment from any other source of government funds, in addition to meal and travel allowances.

F. EXECUTIVE DIRECTOR AND COMMISSIONER EXPENSES

In the course of providing for the achievement of Commission goals and objectives, it is, on occasion, necessary to provide for the expenses of those who are not Commission members, employees or contractors of the Commission. The Chairman and Director shall be authorized to make such provisions.

TO: Curt Vosti, Chairman, Finance & Policy Committee

FROM: George Carlson

SUBJECT: Travel Policies

DATE: November 8, 2001

There exists a need for the adoption of bylaws by the Commission, as a result of the unilateral decision involving the selection of Commissioners to attend the NAFSMA conference in Charlotte, N.C. This decision was made by Chairman Bill Tanke. The first open discussion of this subject took place at the October meeting at which time Chairman Tanke stated that in order to curtail expenses, some Commissioners should not attend the conference. He then declared that "he is going". Commissioner Vosti responded that he and Commissioner John Mroczkowski would like to go. At that point, it was obvious that an equitable solution was needed.

Following the October meeting during the interim and before the November meeting, there were discussions but no resolution of the problem was made known to the Commission. At the Work Study Session meeting on November 1, Chairman Tanke circulated a document titled "LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION TRAVEL POLICIES". This document had a fax notation of "Sept. 03, 1996 11:56 a.m. Attorney Louis M. Casale 219 756-2351". This fax notation recalls an effort by then Chairman Tanke to have adopted a similar travel policy, which was not accepted at that time by the Commission (see attached September 27, 1996 letter). The 4th paragraph of that document reads in part: "I have requested staff to not place this on this agenda...." Since this is tantamount to a withdrawal of his proposed travel policy, I did not belabor the issue any further at that time.

At the previously mentioned November Work Study Session when the new Travel Policy was circulated while that meeting was in progress, there was insufficient time to analyze and understand this proposal. I vigorously objected to this unilateral proposal which would deprive 9 of the 10 Commissioners of their right to decide by majority vote. No decision was made tacit or otherwise at this meeting.

Mr. Curt Vosti
November 8, 2001
Page 2

I recently learned that Chairman Tanke felt he had the authority to unilaterally impose travel policy rules on the Commission because of the precedent he had established with the September 27, 1996 order, which in fact he had requested staff to not place it on the agenda.

In closing, may I point out that the state of Indiana has established travel policy rules in clear and concise terms. These rules apply to this Commission. We do not need a travel policy which gives unilateral power to the Chairman and the Executive Director to decide who may or may not travel. That decision should be made by majority vote of the Commission.

It should be understood by all that the dictionary description of the word "chairman" is as follows: "a person who presides at a meeting or heads a committee, board, etc". The Chairman of the Commission has no authority beyond this description except to appoint a Nominating Committee and any other authority conferred on him by the Commission itself.

/attach.

Cc: Arlene Colvin, Finance committee
John Mroczkowski, Finance committee
Dan Gardner, Executive Director, LCRBDC

Ken Casale

Little Calumet River Basin Development Commission

MEMORANDUM

TO: Commission members
FROM: William Tanke, Chairman
RE: Proposed Travel Policy
DATE: September 27, 1996

The preliminary draft of the Travel Policy as presented at the Commission meeting in July was prepared by staff at my request. My reasons were as follows: There was one past minor misunderstanding of telephone charges; there were NIRPC Commission members who had reservations purchased and then cancelled for no valid reason. There are also other practices which I have discussed with the State Board of Accounts people that may be questionable. This was, in my opinion, a valid reason for having guidelines, plus as one of the two members signing the claim forms, I did not want any problems with a State Board of Accounts Audit.

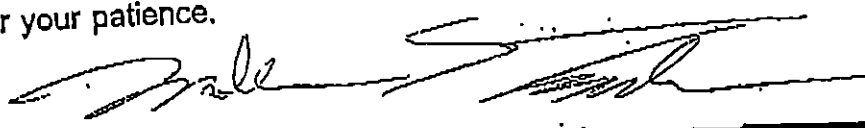
There was a discussion and questions raised. There was a committee meeting held in July, in which I thought all concerns and questions had been answered so a final draft was prepared. The final draft was presented at the August meeting at which time there was again discussion.

The discussion then was to get additional comments from the Commissioners at the September meeting and either pass or reject the Travel Policy as presented or amended. I think the policy as written is a good one; it gives directions to the members in a clear and concise manner. It simply states what the requirements of the State of Indiana are without having to resort to other documentation.

I have requested staff to not place this on this agenda for the September meeting. This decision is based on some of the discussions that have been held and which I feel should not be stated at a public meeting. Plus the fact that there are many more important problems facing this Commission and to get bogged down with further discussion on this matter is not in the best interests of expediting the project.

Please be advised, however, that I have instructed staff to revise the last draft and substitute the word "guidelines" for the word "policy". These are the guidelines I intend to follow in approving claims for payment, subject to a vote of the Commission directing me to do otherwise. I would suggest future Chairmen do the same.

Thank you for your patience.



EXHIBIT

B



FINANCE/POLICY COMMITTEE MEETING

12:00 P.M. THURSDAY, NOVEMBER 15, 2001

Innsbrook Country Club

Merrillville, IN

- I. Call to Order
- II. Year End Financial Status – 2001 calendar year
- III. Administrative Contracts/Compensation – Review & Recommendations
- IV. Proposed 2002 Budget
- V. Policy Issues
- VI. Other Business
- VII. Next meeting/Adjournment

THE UNIVERSITY OF CHICAGO PRESS

THE UNIVERSITY OF CHICAGO PRESS

BIRTHSTONE: Ruby

JULY

FLOWER: Larkspur

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---------|-----------|-----------------------------|--------|----------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 26th \$3 mil approved | | |
| | | | | | | |

NOTES:

BIRTHSTONE: Emerald - Sardonyx
P - Peridot

AUGUST

FLOWER: Gladiolus

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|--------------------|-----------|--------------------|--------|----------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | 21st -\$234,379 | | 23rd -\$104,093 | | |
| | | | | | | |

NOTES:

BIRTHSTONE: Sapphire

SEPTEMBER

FLOWER: Aster

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---------|-----------|-------------------|--------|----------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 20th -\$74,550 | | |
| | | | | | | |

NOTES:

BIRTHSTONE: Opal

OCTOBER

FLOWER: Calendula

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---------------------------------|-----------|----------|-------------------|----------|
| | | | | | 5th -\$227,272 | |
| | | | | | | |
| | | | | | | |
| | | 23rd -\$34,690 -\$350,000 | | | | |
| | | | | | | |

NOTES:

Balance - \$1,979,016

\$5.5 million appropriation '01/03
 - 3 million approved for drawdown 7-26-01
 \$2.5 million remaining until '03/04 budget

1st DRAFT

2002 OPERATING BUDGET

| Budget Code | Category | 2001 Budget | 2002 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

| | | | |
|------|----------------------------------|--------------|--------------|
| 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 | | |

Dan Gardner (Hiring date June 1974)

| | | |
|------|---|----------------------------|
| 1993 | - | \$55,396 |
| 1994 | - | \$58,166 |
| 1995 | - | \$59,829 (+ Bonus \$3,500) |
| 1996 | - | \$61,026 (+ Bonus \$3,500) |
| 1997 | - | \$63,157 (+ Bonus \$5,000) |
| 1998 | - | \$64,820 (+ Bonus \$5,000) |
| 1999 | - | \$66,000 (+ Bonus \$5,000) |
| 2000 | - | \$67,980 (+ Bonus \$5,500) |
| 2001 | - | \$69,340 (+ Bonus \$5,500) |

Sandy Mordus (Hiring date December 1983)

| | | |
|------|---|----------------------------|
| 1993 | - | \$24,439 |
| 1994 | - | \$25,661 |
| 1995 | - | \$26,674 (+ Bonus \$2,500) |
| 1996 | - | \$27,707 (+ Bonus \$2,500) |
| 1997 | - | \$28,761 (+ Bonus \$3,500) |
| 1998 | - | \$29,836 (+ Bonus \$3,500) |
| 1999 | - | \$30,450 (+ Bonus \$3,500) |
| 2000 | - | \$31,904 (+ Bonus \$4,000) |
| 2001 | - | \$33,904 (+ Bonus \$4,000) |

Jim Pokrajac (Hiring date April 1993)

| | | | |
|------|---|--------------|-------------------------------|
| 1993 | - | \$25/hour | (\$28,797.50 from May-Dec 93) |
| 1994 | - | \$26.25/hour | (Total Year - \$47,813.75) |
| 1995 | - | \$27.55/hour | (Total Year - \$57,682.05) |
| 1996 | - | \$29.55/hour | (Total Year - \$60,409.70) |
| 1997 | - | \$32.50/hour | (Total Year - \$68,455) |
| 1998 | - | \$34.50/hour | (Total Year - \$73,180.25) |
| 1999 | - | \$38/hour | (Total Year - \$79,940) |
| 2000 | - | \$42/hour | (Total Year - \$87,566) |
| 2001 | - | \$46/hour | |

Judy Vamos (Hiring date September 1995)

| | | | |
|------|---|--------------|-------------------------------|
| 1995 | - | \$15/hour | (\$24,664.49 from Feb-Dec 95) |
| 1996 | - | \$17.25/hour | (Total Year - \$31,675.15) |
| 1997 | - | \$19.35/hour | (Total Year - \$38,467.80) |
| 1998 | - | \$21/hour | (Total Year - \$38,336.10) |
| 1999 | - | \$24.50/hour | (Total Year - \$47,236) |
| 2000 | - | \$30/hour | (Total Year - \$60,493.75) |
| 2001 | - | \$33/hour | |

Lorraine Kray (Hiring date March 2000)

| | | | |
|------|---|--------------|---------------------------------|
| 2000 | - | \$15/hour | (\$12,667.50 from March-Dec 00) |
| 2001 | - | \$16.50/hour | |

Compensation Adjustment

10.9%

14.8%

10.3%

10.6%

10.6%

18.25

Jim Pokrajac – Hiring Date April, 1993

| | | | |
|------|---|--------------|------------|
| 1993 | - | \$25/hour | |
| 1994 | - | \$26.25/hour | (+ \$1.25) |
| 1995 | - | \$27.55/hour | (+ \$1.30) |
| 1996 | - | \$29.55/hour | (+ \$2.00) |
| 1997 | - | \$32.50/hour | (+ \$2.95) |
| 1998 | - | \$34.50/hour | (+ \$2.00) |
| 1999 | - | \$38/hour | (+ \$3.50) |
| 2000 | - | \$42/hour | (+ \$4.00) |
| 2001 | - | \$46/hour | (+ \$4.00) |

Judy Vamos – Hiring Date September, 1995

| | | | |
|------|---|--------------|------------|
| 1995 | - | \$15/hour | |
| 1996 | - | \$17.25/hour | (+ \$2.25) |
| 1997 | - | \$19.35/hour | (+ \$2.10) |
| 1998 | - | \$21/hour | (+ \$1.65) |
| 1999 | - | \$24.50/hour | (+ \$3.50) |
| 2000 | - | \$30/hour | (+ \$5.50) |
| 2001 | - | \$33/hour | (+ \$3.00) |

TO: Curt Vosti, Chairman, Finance & Policy Committee

FROM: James E. Pokrajac, Agent, Land Management/Engineering

SUBJECT: Compensation for year 2002

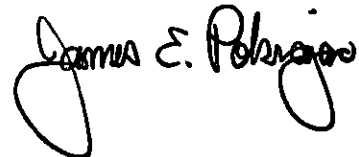
DATE: November 15, 2001

I have been requested by our Executive Director to provide information regarding a wage adjustment for the 2002 fiscal year. In light of providing an exact figure, I would request consideration from the Finance Committee to compensate me comparably with other contracted-out individuals used by the Commission. This year, I would not like to request a specific monetary amount or a percentage but would leave it to the discretion of the Board to compensate me in a fair manner based on my productivity for the year 2001.

I have taken into consideration our budgetary constraints for this biennium and accordingly, I would trust the Committee to compensate me in a manner that is commensurate with our budgetary constraints.

In the past, I have been appreciative of the consideration by the Board for giving me, what I feel was a very responsible rate increase. I would like to feel that this was based upon my merit for services regarding cost savings and engineering review on behalf of the Commission and the State of Indiana.

Thank you for the opportunity to share my thoughts with you.

A handwritten signature in black ink, appearing to read "James E. Pokrajac". The signature is stylized with a large, looping initial "J" and a long, sweeping underline.

Cc: Arlene Colvin, committee member
John Mroczkowski, committee member
Dan Gardner, Executive Director

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2001 OCTOBER 31, 2001

CASH POSITION - JANUARY 1, 2001

| | | |
|-------------------------|--------------|---------------------|
| CHECKING ACCOUNT | | |
| LAND ACQUISITION | 541,026.11 | |
| GENERAL FUND | 49,902.51 | |
| TAX FUND | 0.00 | |
| INVESTMENTS | 2,596,370.26 | |
| ESCROW ACCOUNT INTEREST | 21,476.77 | |
| | | <u>3,208,775.65</u> |

RECEIPTS - JANUARY 1, 2001 - OCTOBER 31, 2001

| | | |
|---|------------|---------------------|
| LEASE RENTS | | 36,400.00 |
| INTEREST INCOME(FROM CHECKING & CALUMET BANK) | | 68,232.41 |
| LAND ACQUISITION | | 1,009,561.51 |
| ESCROW ACCOUNT INTEREST (YEAR TO DATE) | 270.03 | 36.02 Available |
| MISC. INCOME | | 459,006.93 |
| AMERITECH | 16,746.91 | |
| EMERSON DELANEY | 100.00 | |
| MERIDIAN TITLE | 406.89 | |
| MERIDIAN TITLE | 495.36 | |
| TICOR | 540.00 | |
| CALUMET BANK | 167,859.35 | LEL MONEY |
| BANK ONE | 12,911.42 | MARINA BOND FUND |
| L. C. AUDITOR | 20,000.00 | |
| TOWN OF HIGHLAND | 675.00 | |
| LOAN FROM CERTIF | 239,272.00 | |
| INTEREST FROM ESCROW CERTIFICATE DUE 10/4/01 | | 118,677.82 |
| INTEREST FROM ESCROW CHECKING(DEP 5/16/01) | | 33,510.86 |
| KRBC REIMBURSEMENT RE: TELEPHONE CHARGE | | 1,560.98 |
| PROCEEDS FROM VOIDED CHECKS | | 23,626.00 |
| Ck#7307 Meridian Title 23,626.00 | | |
| TOTAL RECEIPTS | | <u>1,750,612.53</u> |

DISBURSEMENTS - JANUARY 1, 2001 - OCTOBER 31, 2001

| | | |
|---|------------|---------------------|
| ADMINISTRATIVE | | |
| 2000 EXPENSES PAID IN 2001 | 179,730.72 | |
| PER DIEM | | 7,350.00 |
| LEGAL SERVICES | | 6,666.80 |
| NIRPC | | 93,237.95 |
| TRAVEL & MILEAGE | | 1,282.04 |
| PRINTING & ADVERTISING | | 2,397.07 |
| BONDS & INSURANCE | | 5,642.63 |
| TELEPHONE EXPENSE | | 5,841.75 |
| MEETING EXPENSE | | 3,111.10 |
| LAND ACQUISITION | | |
| LEGAL SERVICES | | 50,890.86 |
| APPRAISAL SERVICES | | 130,050.00 |
| ENGINEERING SERVICES | | 63,888.99 |
| LAND PURCHASE CONTRACTUAL | | 31,501.00 |
| FACILITIES/PROJECT MAINTENANCE SERVICES | | 49,594.50 |
| OPERATIONS SERVICES | | 0.00 |
| LAND MANGEMENT SERVICES | | 145,483.70 |
| SURVEYING SERVICES | | 48,831.72 |
| MISCELLANEOUS EXPENSES | | 1,282.50 |
| ECONOMIC/MARKETING SOURCES | | 0.00 |
| PROPERTY & STRUCTURE COSTS | | 352,659.86 |
| MOVING ALLOCATION | | 18,250.00 |
| TAXES | | 3,114.53 |
| PROPERTY & STRUCTURES INSURANCE | | 21,061.50 |
| UTILITY RELOCATION SERVICES | | 90,439.70 |
| LAND CAPITAL IMPROVEMENT | | 134,997.75 |
| STRUCTURAL CAPITAL IMPROVEMENTS | | 2,503.30 |
| PURCHASE CERTIFICATE CALUMET BANK | | 21,500.00 |
| PURCHASE MONEY MARKET BANK ONE | | 393,040.41 |
| PURCHASE MONEY MARKET BANK ONE | | 167,859.35 |
| PURCHASE MONEY MARKET BANK ONE | | 12,911.42 |
| DEPOSIT INTO BANKONE MONEYMARTKET | | 1,500.00 |
| FAO ARMY CORP OF ENGINEERS | | 181,272.00 |
| FAO ARMY CORP OF ENGINEERS | | 58,000.00 |
| TOTAL DISBURSEMENTS | | <u>2,106,162.43</u> |

CASH POSITION - OCTOBER 31, 2001

| | | |
|-----------------------------------|------------|---------------------|
| CHECKING ACCOUNT | | |
| LAND ACQUISITION | | 45,276.26 |
| GENERAL FUND | | 190,227.78 |
| TAX FUND | | |
| INVESTMENTS | | |
| FIRST NATIONAL BANK | 700,000.00 | 4/26/2002 |
| (BASE CAPITAL INVESTMENT) | | |
| FIRST NATIONAL BANK | 76,728.00 | 4/26/2002 |
| (MISC INTEREST/RENTAL INVESTMENT) | | |
| BANK ONE | 139,396.14 | MONEY MARKET |
| (LEL MONEY) | | |
| BANK ONE | 140,259.84 | MONEY MARKET |
| (MARINA SAND MONEY) | | |
| BANK ONE | 21,974.67 | MONEY MARKET |
| (STATE DRAW MONIES) | | |
| BANK ONE | 339,561.99 | MONEY MARKET |
| (GARY PARKS & REC MONIES) | | |
| TOTAL INVESTMENTS | | 1,417,920.64 |
| ESCROW ACCOUNT INTEREST | | <u>35.92</u> |
| | | <u>1,653,460.60</u> |

MIDDLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
MONTHLY BUDGET REPORT, OCTOBER 2001

| | 2001 | | | | | | | 6 MONTH | UNALLOCATED |
|---------------------------------|--------------|-----------|-----------|------------|-----------|------------|------------|--------------|--------------|
| | BUDGET | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | ALLOCATED | BUDGETED |
| | | | | | | | | TOTAL | BALANCE |
| 5801 PER DIEM EXPENSES | 16,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,450.00 | 3,450.00 | 12,550.00 |
| 5811 LEGAL EXPENSES | 8,500.00 | 903.83 | 368.33 | 988.83 | 1,770.83 | 436.33 | 283.33 | 4,751.48 | 3,748.52 |
| 5812 NIRPC SERVICES | 125,000.00 | 8,860.29 | 9,620.29 | 9,773.09 | 9,377.53 | 9,186.52 | 9,401.36 | 56,219.08 | 68,780.92 |
| 5821 TRAVEL/MILEAGE | 14,000.00 | 0.00 | 24.08 | 150.92 | 8.68 | 131.04 | 299.88 | 614.60 | 13,385.40 |
| 5822 PRINTING/ADVERTISING | 5,000.00 | 2,306.00 | 0.00 | 0.00 | 702.50 | 0.00 | 0.00 | 3,008.50 | 1,991.50 |
| 5823 BONDS/INSURANCE | 7,500.00 | 0.00 | 77.00 | 0.00 | 5,565.63 | 0.00 | 0.00 | 5,642.63 | 1,857.37 |
| 5824 TELEPHONE EXPENSES | 7,000.00 | 113.26 | 244.35 | 677.99 | 0.00 | 589.17 | 594.67 | 2,219.44 | 4,780.56 |
| 5825 MEETING EXPENSES | 8,000.00 | 137.05 | 609.24 | 163.60 | 253.44 | 63.90 | 309.54 | 1,536.77 | 6,463.23 |
| 5838 LEGAL SERVICES | 125,000.00 | 3,907.48 | 5,670.91 | 6,963.27 | 4,430.48 | 6,606.06 | 6,315.06 | 33,893.26 | 91,106.74 |
| 5840 PROFESSIONAL SERVICES | 500,000.00 | 43,899.76 | 33,497.23 | 92,147.57 | 34,758.31 | 45,927.63 | 54,106.39 | 304,336.89 | 195,663.11 |
| 5860 PROJECT LAND PURCHASE EXP. | 1,809,850.00 | 0.00 | 9,888.56 | 186,152.00 | 1,975.97 | 12,600.00 | 104,564.51 | 315,181.04 | 1,494,668.96 |
| 5881 PROPERTY/STRUCTURE INS. | 25,000.00 | 550.00 | 0.00 | 0.00 | 0.00 | 20,192.50 | 319.00 | 21,061.50 | 3,938.50 |
| 5882 UTILITY RELOCATION EXP. | 375,000.00 | 0.00 | 0.00 | 1,307.50 | 202.50 | 6,492.25 | 237,326.52 | 245,328.77 | 129,671.23 |
| 5883 PROJECT LAND CAP. IMPROV. | 250,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | 93,352.75 | 0.00 | 98,352.75 | 151,647.25 |
| 5884 STRUCTURES CAP. IMPROV. | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.00 | 13.00 | 24,987.00 |
| | 3,300,850.00 | 60,677.67 | 59,999.99 | 303,324.77 | 59,045.87 | 195,578.15 | 416,983.26 | 1,095,609.71 | 2,205,240.29 |

| | 2001 | | | | | | | 12 MONTH | UNALLOCATED |
|---------------------------------|--------------|------------|------------|-----------|-----------|----------|----------|--------------|--------------|
| | BUDGET | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | ALLOCATED | BUDGETED |
| | | | | | | | | TOTAL | BALANCE |
| 5801 PER DIEM EXPENSES | 16,000.00 | 0.00 | 100.00 | 0.00 | 0.00 | | | 3,550.00 | 12,450.00 |
| 5811 LEGAL EXPENSES | 8,500.00 | 419.33 | 495.83 | 317.33 | 300.33 | | | 6,284.30 | 2,215.70 |
| 5812 NIRPC SERVICES | 125,000.00 | 9,254.18 | 9,273.55 | 9,013.65 | 9,152.37 | | | 92,912.83 | 32,087.17 |
| 5821 TRAVEL/MILEAGE | 14,000.00 | 129.92 | 66.08 | 0.00 | 943.64 | | | 1,754.24 | 12,245.76 |
| 5822 PRINTING/ADVERTISING | 5,000.00 | 35.00 | 56.07 | 0.00 | 30.71 | | | 3,130.28 | 1,869.72 |
| 5823 BONDS/INSURANCE | 7,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 5,642.63 | 1,857.37 |
| 5824 TELEPHONE EXPENSES | 7,000.00 | 311.62 | 492.43 | 358.29 | 96.33 | | | 3,478.11 | 3,521.89 |
| 5825 MEETING EXPENSES | 8,000.00 | 86.85 | 63.83 | 73.95 | 269.56 | | | 2,030.96 | 5,969.04 |
| 5838 LEGAL SERVICES | 125,000.00 | 3,965.73 | 7,949.28 | 2,954.73 | 5,941.66 | | | 54,704.66 | 70,295.34 |
| 5840 PROFESSIONAL SERVICES | 500,000.00 | 27,518.69 | 46,614.22 | 13,017.69 | 25,911.17 | | | 417,398.66 | 82,601.34 |
| 5860 PROJECT LAND PURCHASE EXP. | 1,809,850.00 | 104.76 | 5,531.59 | 33,742.00 | 1,174.00 | | | 355,733.39 | 1,454,116.61 |
| 5881 PROPERTY/STRUCTURE INS. | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 21,061.50 | 3,938.50 |
| 5882 UTILITY RELOCATION EXP. | 375,000.00 | 40,606.25 | 25,884.13 | 753.35 | 6,371.04 | | | 318,943.54 | 56,056.46 |
| 5883 PROJECT LAND CAP. IMPROV. | 250,000.00 | 72,732.00 | 6,900.00 | 0.00 | 0.00 | | | 177,984.75 | 72,015.25 |
| 5884 STRUCTURES CAP. IMPROV. | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 13.00 | 24,987.00 |
| | 3,300,850.00 | 155,164.33 | 103,427.01 | 60,230.99 | 50,190.81 | 0.00 | 0.00 | 1,464,622.85 | 1,836,227.15 |

FIRST NATIONAL BANK, VALPARAISO, Custody Services Unit

The within acknowledgement is evidence that the said RPA # 3986
herein described is now held in safekeeping at First National Bank, Valparaiso.

Special Instructions: Pledged \$711,000- US Treasury Note
8.125% Due:8-15-19 CUSIP#912810-ED-6-7 Held
in safekeeping at Northern Tr MV 133.19

Little Calumet River Basin Development Commission

6100 Southport Rd

Portage, IN 46368

Kim Banas

| | |
|------------------|-------------------|
| PRINCIPAL: | <u>700,000.00</u> |
| RATE: | <u>3.00%</u> |
| INTEREST: | <u>10,471.23</u> |
| DAYS: | <u>182 days</u> |
| SETTLEMENT DATE: | <u>10-26-01</u> |
| DUE DATE: | <u>4-26-02</u> |

FIRST NATIONAL BANK, VALPARAISO, Custody Services Unit

The within acknowledgement is evidence that the said RPA # 3988
herein described is now held in safekeeping at First National Bank, Valparaiso.

Special Instructions: Pledged \$181,272-US Treasury Note
7.50% Due: 11-15-16 CUSIP#912810-DX-3-3 Held in
safekeeping at Northern Tr MV 128.59

| | |
|------------------|-------------------|
| PRINCIPAL: | <u>181,272.00</u> |
| RATE: | <u>2.75%</u> |
| INTEREST: | <u>2,294.46</u> |
| DAYS: | <u>168 days</u> |
| SETTLEMENT DATE: | <u>11-9-01</u> |
| DUE DATE: | <u>4-26-02</u> |

Little Calumet River Basin Development Commission

6100 Southport Rd

Portage, IN 46368

Kim Banas

(PART of original \$316,000 note)

((\$58,000 Burr St. local share
not creditable)

FIRST NATIONAL BANK, VALPARAISO, Custody Services Unit

The within acknowledgement is evidence that the said RPA # 3987
herein described is now held in safekeeping at First National Bank, Valparaiso.

Special Instructions: Pledged \$78,000-US Treasury Note
8.125% Due:8-15-19 CUSIP#912810-ED-6-7 Held
in safekeeping at Northern Tr MV 133.19

Little Calumet River Basin Development Commission

6100 Southport Rd

Portage, IN 46368

Kim Banas

| | |
|------------------|-----------|
| PRINCIPAL: | 76,728.00 |
| RATE: | 3.00% |
| INTEREST: | 1 147.77 |
| DAYS: | 182 days |
| SETTLEMENT DATE: | 10-26-01 |
| DUE DATE: | 4-26-02 |

(Part of original \$316,000 note)

(\$58,000 Burr St. local share
not creditable)

BANK ONE

BANK ONE, INDIANA, NA

OFFICIAL CHECK

228934967

10-86
220

Remitter Bank One
CD# 088-004-4384634

Date 10-4-01

BANK ONE 118,677dols82cts

Pay To The
Order Of

Little Calumet River Basin Development Comm.

\$ 118,677.82**

Drawer: BANK ONE, INDIANA, NA

Issued by: Interbank Payment Systems, Inc., Englewood, Colorado
To Citibank (New York State), Buffalo, N.Y.

THE BACK OF THIS DOCUMENT CONTAINS A REFLECTIVE SECURITY MARK - HOLD AT AN ANGLE TO VIEW

022000868168 150570 228934967

(escrow interest)



Bank One, Indiana, NA
7610 W. Washington Street
IN1-7219
Indianapolis, IN 46231

GARY
PARKS +
REC - \$394,540.41

T R O 90 13682

|||||
LITTLE CALUMET RIVER BASIN DEVELOPMENT
COMMISSION
6100 SOUTHPORT RD
PORTAGE IN 46368-6409

Acct # 000001577433376

Taxpayer ID# 351517363

Sep 29 through Oct 31, 2001

Page 1 of 1

WE'RE READY TO ASSIST YOU WITH YOUR BANK ONE ACCOUNT OR OPEN
NEW BUSINESS ACCOUNTS 24 HOURS A DAY. CALL BANK ONE BUSINESS
SOLUTIONS AT 1-800-404-4111 AND SPEAK WITH ONE OF OUR BUSINESS
BANKING EXPERTS TODAY. CALL BUSINESS LOAN BY PHONE AT
1-800-404-4111 WHEN YOU NEED MONEY FOR YOUR BUSINESS.

BANK ONE BUSINESS MARKET INDEX

Account number 000001577433376

| | |
|-----------------------|---|
| Number of deposits | 1 |
| Number of withdrawals | 0 |

| | |
|-------------------------|--------------|
| Beginning balance | \$338,772.79 |
| Deposits | + 789.20 |
| Withdrawals | - 0.00 |
| Balance as of Oct 31 | \$339,561.99 |
| Interest paid this year | \$11,032.58 |

(- \$20,000 local share
Burr St.)

Transactions

| Date | Description | Deposits | Withdrawals |
|-------|------------------|----------|-------------|
| 10-31 | Interest Payment | 789.20 | |
| | | 789.20 | 0.00 |

Fees and charges Your Bank One Business Market Index monthly service
fee was waived because you maintained a minimum monthly balance of \$ 5,000.00.

Interest rates on collected balances

| Effective date | \$0- 15,000 | \$ 15,000- 25,000 | \$ 25,000- 50,000 | \$ 50,000- 100,000 | \$100,000+ |
|----------------|-------------|-------------------|-------------------|--------------------|------------|
| 09-29 | 1.00% | 2.72% | 2.96% | 2.96% | 3.11% |
| 10-01 | 1.00% | 2.47% | 2.76% | 2.86% | 2.96% |
| 10-15 | 1.00% | 2.23% | 2.47% | 2.57% | 2.72% |
| 10-22 | 1.00% | 2.08% | 2.32% | 2.42% | 2.47% |
| 10-29 | 1.00% | 1.98% | 2.23% | 2.33% | 2.42% |



Bank One, Indiana, NA
7610 W. Washington Street
IN1-7219
Indianapolis, IN 46231

LEK
Maintenance
money

0 90 13031

|||||
LITTLE CALUMET RIVER BASIN DEV COMM
6100 SOUTHPORT RD
PORTAGE IN 46368-6409

Acct # 000001577358805

Taxpayer ID# 351517363

Sep 29 through Oct 31, 2001

Page 1 of 1

WE'RE READY TO ASSIST YOU WITH YOUR BANK ONE ACCOUNT OR OPEN
NEW BUSINESS ACCOUNTS 24 HOURS A DAY. CALL BANK ONE BUSINESS
SOLUTIONS AT 1-800-404-4111 AND SPEAK WITH ONE OF OUR BUSINESS
BANKING EXPERTS TODAY. CALL BUSINESS LOAN BY PHONE AT
1-800-404-4111 WHEN YOU NEED MONEY FOR YOUR BUSINESS.

BANK ONE BUSINESS HIGH BALANCE

Account number 000001577358805

| | |
|-----------------------|---|
| Number of deposits | 1 |
| Number of withdrawals | 0 |

| | |
|-------------------------|---------------------|
| Beginning balance | \$138,886.66 |
| Deposits | + 509.48 |
| Withdrawals | - 0.00 |
| Balance as of Oct 31 | \$139,396.14 |
| Interest paid this year | \$1,608.79 |

(+ \$72,732⁰⁰ we paid for
handicapped park equipment
to be reimbursed)
(- \$4300 mowing services)

Transactions

| Date | Description | Deposits | Withdrawals |
|-------|------------------|---------------|-------------|
| 10-31 | Interest Payment | 509.48 | |
| | | 509.48 | 0.00 |

Interest rates on collected balances

| Effective date | \$ 500,000- \$0-500,000 | \$ 1,000,000- 1,000,000 | \$ 3,000,000- 3,000,000 | \$3,000,000+ |
|----------------|----------------------------|----------------------------|----------------------------|--------------|
| 09-29 | 4.26% | 4.26% | 4.26% | 4.26% |

LEK Income:
September - \$45,460 (contract) - \$2800 (handicapped park land) - \$42,660
December - \$21,500



Bank One, Indiana, NA
7610 W. Washington Street
IN1-7219
Indianapolis, IN 46231

SAND MONEY

\$122,190.07

T R 0 90 53419

MARINA BOND
SURPLUS MONEY

\$12,911.42



LITTLE CALUMET RIVER BASIN DEVELOPMENT
6100 SOUTHPORT RD
PORTAGE IN 46368-6409

Account # 000185050390573

Taxpayer ID# 351517363

Sep 29 through Oct 31, 2001

Page 1 of 1

WE'RE READY TO ASSIST YOU WITH YOUR BANK ONE ACCOUNT OR OPEN
NEW BUSINESS ACCOUNTS 24 HOURS A DAY. CALL BANK ONE BUSINESS
SOLUTIONS AT 1-800-404-4111 AND SPEAK WITH ONE OF OUR BUSINESS
BANKING EXPERTS TODAY. CALL BUSINESS LOAN BY PHONE AT
1-800-404-4111 WHEN YOU NEED MONEY FOR YOUR BUSINESS.

BANK ONE BUSINESS MARKET INDEX

Account number 000185050390573

| | | | |
|-----------------------|---|-------------------------|---------------------|
| Number of deposits | 1 | Beginning balance | \$139,933.86 |
| Number of withdrawals | 0 | Deposits | + 325.98 |
| | | Withdrawals | - 0.00 |
| | | Balance as of Oct 31 | \$140,259.84 |
| | | Interest paid this year | \$4,294.72 |

hC Interest earned - \$5,158.35

Transactions

| Date | Description | Deposits | Withdrawals |
|-------|------------------|---------------|-------------|
| 10-31 | Interest Payment | 325.98 | |
| | | 325.98 | 0.00 |

Fees and charges Your Bank One Business Market Index monthly service
fee was waived because you maintained a minimum monthly balance of \$ 250.00.

Interest rates on collected balances

| Effective date | \$0- 15,000 | \$ 15,000- 25,000 | \$ 25,000- 50,000 | \$ 50,000- 100,000 | \$100,000+ |
|----------------|-------------|-------------------|-------------------|--------------------|-------------------|
| 09-29 | 1.00% | 2.72% | 2.96% | 2.96% | 3.11% |
| 10-01 | 1.00% | 2.47% | 2.76% | 2.86% | 2.96% |
| 10-15 | 1.00% | 2.23% | 2.47% | 2.57% | 2.72% |
| 10-22 | 1.00% | 2.08% | 2.32% | 2.42% | 2.47% |
| 10-29 | 1.00% | 1.98% | 2.23% | 2.33% | 2.42% |

BIRTHSTONE: Ruby

JULY

FLOWER: Larkspur

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---------|-----------|---|--------|----------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 26 th \$3 mil approved | | |
| | | | | | | |

NOTES:

BIRTHSTONE: M - Sardonyx
P - Peridot

AUGUST

FLOWER: Gladiolus

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|--------------------------------|-----------|--------------------------------|--------|----------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | 21 st -\$234,379 | | 23 rd -\$104,093 | | |
| | | | | | | |

NOTES:

BIRTHSTONE: Sapphire

SEPTEMBER

FLOWER: Aster

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---------|-----------|-------------------------------|--------|----------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 20 th -\$74,550 | | |

NOTES:

BIRTHSTONE: Opal

OCTOBER

FLOWER: Calendula

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|--------|--------|---|-----------|----------|-------------------------------|----------|
| | | | | | 5 th -\$227,272 | |
| | | | | | | |
| | | | | | | |
| | | 23 rd -\$34,690 -\$350,000 | | | | |
| | | | | | | |

NOTES:

Balance - \$1,979,016

\$5.5 million appropriation '01/03
 - 3 million approved for drawdown 7-26-01
 \$2.5 million remaining until '03/04 budget

BUSINESS WRITING SPECIALISTS
JUDITH VAMOS, WRITER
12060 97TH COURT ST. JOHN, IN 46373-9533
219.365.8416

MEMORANDUM

TO: Finance Committee, LCRBDC
FROM: Judith (Judy) Vamos, Land Acquisition
DATE: 12 November 2001
SUBJ: Contract Renewal for 2002



I view my contract renewal as a job performance evaluation. Each year I explain the success of last year, develop new goals for next year, and anticipate being adequately compensated for a "job well done." This year, however, is different.

The LCRBDC has a financial crisis unlike any I've seen in my six years with the commission, and even during ordinary workdays we are aware of our nation's difficult economic circumstances while waging a war effort against terrorism.

Some Americans are receiving no or little pay increases. Some are experiencing lay-offs, and at this time when 5000 Americans went to work on a sunny September morning but didn't go home that night, I hesitate to bring the subject of compensation up for discussion.

Land acquisition, however, has always worked hard, intensely even, and my accomplishments are proven by statistics, but acquiring 403 properties in the next three years requires even more:

- systemized communication with engineering and legal,
- incremental planning that juggles all the elements of acquisition, (survey, title work, appraisal, closing, recording, etc.)
- and a continuing cooperation between my co-workers, the landowners, outside contractors, and yes, even the Army Corps to make it all work.

With all these myriad thoughts in mind I ask that the remainder of my contract stay the same and a 5% to 6% increase (3% to cover inflation and COLA) be considered as fair for the workload ahead, but I am honestly uncomfortable asking for a set hourly rate increase and, therefore, will understand whatever decision the finance committee makes. Thank you.

TO: Curt Vosti, Chairman, Finance & Policy Committee

FROM: James E. Pokrajac, Agent, Land Management/Engineering

SUBJECT: Compensation for year 2002

DATE: November 15, 2001

I have been requested by our Executive Director to provide information regarding a wage adjustment for the 2002 fiscal year. In light of providing an exact figure, I would request consideration from the Finance Committee to compensate me comparably with other contracted-out individuals used by the Commission. This year, I would not like to request a specific monetary amount or a percentage but would leave it to the discretion of the Board to compensate me in a fair manner based on my productivity for the year 2001.

I have taken into consideration our budgetary constraints for this biennium and accordingly, I would trust the Committee to compensate me in a manner that is commensurate with our budgetary constraints.

In the past, I have been appreciative of the consideration by the Board for giving me, what I feel was a very responsible rate increase. I would like to feel that this was based upon my merit for services regarding cost savings and engineering review on behalf of the Commission and the State of Indiana.

Thank you for the opportunity to share my thoughts with you.

Cc: Arlene Colvin, committee member
John Mroczkowski, committee member
Dan Gardner, Executive Director

Dan Gardner (Hiring date June 1974)

| | | |
|------|---|----------------------------|
| 1993 | - | \$55,396 |
| 1994 | - | \$58,166 |
| 1995 | - | \$59,829 (+ Bonus \$3,500) |
| 1996 | - | \$61,026 (+ Bonus \$3,500) |
| 1997 | - | \$63,157 (+ Bonus \$5,000) |
| 1998 | - | \$64,820 (+ Bonus \$5,000) |
| 1999 | - | \$66,000 (+ Bonus \$5,000) |
| 2000 | - | \$67,980 (+ Bonus \$5,500) |
| 2001 | - | \$69,340 (+ Bonus \$5,500) |

Sandy Mordus (Hiring date December 1983)

| | | |
|------|---|----------------------------|
| 1993 | - | \$24,439 |
| 1994 | - | \$25,661 |
| 1995 | - | \$26,674 (+ Bonus \$2,500) |
| 1996 | - | \$27,707 (+ Bonus \$2,500) |
| 1997 | - | \$28,761 (+ Bonus \$3,500) |
| 1998 | - | \$29,836 (+ Bonus \$3,500) |
| 1999 | - | \$30,450 (+ Bonus \$3,500) |
| 2000 | - | \$31,904 (+ Bonus \$4,000) |
| 2001 | - | \$33,904 (+ Bonus \$4,000) |

Jim Pokrajac (Hiring date April 1993)

| | | | |
|------|---|--------------|-------------------------------|
| 1993 | - | \$25/hour | (\$28,797.50 from May-Dec 93) |
| 1994 | - | \$26.25/hour | (Total Year - \$47,813.75) |
| 1995 | - | \$27.55/hour | (Total Year - \$57,682.05) |
| 1996 | - | \$29.55/hour | (Total Year - \$60,409.70) |
| 1997 | - | \$32.50/hour | (Total Year - \$68,455) |
| 1998 | - | \$34.50/hour | (Total Year - \$73,180.25) |
| 1999 | - | \$38/hour | (Total Year - \$79,940) |
| 2000 | - | \$42/hour | (Total Year - \$87,566) |
| 2001 | - | \$46/hour | |

Judy Vamos (Hiring date September 1995)

| | | | |
|------|---|--------------|-------------------------------|
| 1995 | - | \$15/hour | (\$24,664.49 from Feb-Dec 95) |
| 1996 | - | \$17.25/hour | (Total Year - \$31,675.15) |
| 1997 | - | \$19.35/hour | (Total Year - \$38,467.80) |
| 1998 | - | \$21/hour | (Total Year - \$38,336.10) |
| 1999 | - | \$24.50/hour | (Total Year - \$47,236) |
| 2000 | - | \$30/hour | (Total Year - \$60,493.75) |
| 2001 | - | \$33/hour | |

Lorraine Kray (Hiring date March 2000)

| | | | |
|------|---|--------------|---------------------------------|
| 2000 | - | \$15/hour | (\$12,667.50 from March-Dec 00) |
| 2001 | - | \$16.50/hour | |

Jim Pokrajac – Hiring Date April, 1993

| | | | |
|------|---|--------------|------------|
| 1993 | - | \$25/hour | |
| 1994 | - | \$26.25/hour | (+ \$1.25) |
| 1995 | - | \$27.55/hour | (+ \$1.30) |
| 1996 | - | \$29.55/hour | (+ \$2.00) |
| 1997 | - | \$32.50/hour | (+ \$2.95) |
| 1998 | - | \$34.50/hour | (+ \$2.00) |
| 1999 | - | \$38/hour | (+ \$3.50) |
| 2000 | - | \$42/hour | (+ \$4.00) |
| 2001 | - | \$46/hour | (+ \$4.00) |

Judy Vamos – Hiring Date September, 1995

| | | | |
|------|---|--------------|------------|
| 1995 | - | \$15/hour | |
| 1996 | - | \$17.25/hour | (+ \$2.25) |
| 1997 | - | \$19.35/hour | (+ \$2.10) |
| 1998 | - | \$21/hour | (+ \$1.65) |
| 1999 | - | \$24.50/hour | (+ \$3.50) |
| 2000 | - | \$30/hour | (+ \$5.50) |
| 2001 | - | \$33/hour | (+ \$3.00) |

LCRBDC INVESTMENT SURVEY 10/25/01

| | | |
|--------------------------------------|---------|------|
| Elaine York | 90 Day | 1.88 |
| Bank One | 6 Month | 1.88 |
| 8585 Broadway | 1 Year | 2.15 |
| Merrillville, IN 46410 | | |
| 738-4005 | | |
| | | |
| Mercantile Natl Bank | 90 Day | 2.4 |
| 5243 Hohman Avenue | 6 Month | 2.7 |
| Hammond, IN 46320 | 1 Year | 2.8 |
| 932-8220 | | |
| | | |
| 5 th 3 rd Bank | 90 Day | 1.47 |
| Amy | 6 Month | 1.98 |
| Central Avenue | 1 Year | 1.98 |
| Portage, IN | | |
| 1-800-972-3030 | | |
| | | |
| Calumet Natl Bank | 90 day | 2.5 |
| | 6 Month | 2.7 |
| 5231 Hohman Avenue | 1 Year | 3. |
| Hammond, IN 46320 | | |
| 853-2082 Bruce Daerr | | |
| | | |
| Centier Bank | 90 Day | 2.2 |
| 103 Broadway | 6 Month | 2.3 |
| Chesterton, IN 46304 | 1 Year | 2.71 |
| 926-2131 Jackie | | |
| | | |
| Sandridge Bank | 90 Day | 2.1 |
| 450 W Lincolnway | 6 Month | 2.2 |
| Scherville, IN 46375 | 1 Year | 2.3 |
| 864-2325 Dawn Metsger | | |
| | | |
| First Natl Bank | 90 Day | 2.75 |
| 14 Indiana Ave | 6 Month | 3.00 |
| Valpo, IN | 1 Year | 3.25 |
| Eric Garrard 462-4165 | | |
| | | |
| National City | 90 Day | 2.2 |
| 8001 Broadway | 6 Month | 2.3 |
| Merrillville, IN 46410 | 1 Year | 2.4 |
| 392-6507 Valerie | | |
| | | |
| Horizon Bank | 90 Day | NA |
| Calumet Ave | 6 Month | 2.3 |
| Valpo, IN | 1 Year | 2.7 |
| 462-8499 Robin | | |

☐ VOID ☐ CORRECTED

| | | | | |
|---|---|--|--|---------------------------------|
| PAYER'S name, street address, city, state, ZIP code, and telephone no. LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION 6100 SOUTHPORT ROAD PORTAGE IN 46368 | | 1 Rents \$ | OMB No. 1545-0115 2000 Form 1099-MISC | Miscellaneous Income |
| | | 2 Royalties \$ | | |
| | | 3 Other income \$ | | |
| | | 4 Federal income tax withheld \$ -0- | | |
| PAYER'S Federal Identification number 35-1517363 | RECIPIENT'S Identification number 303-46-6682 | 5 Fishing boat proceeds \$ | Copy 1 For State Tax Department | |
| RECIPIENT'S name JUDITH VAMOS | | 6 Medical and health care payments \$ | | |
| Street address (including apt. no.) 12060 97TH COURT | | 7 Nonemployee compensation \$ 60493.75 | | |
| City, state, and ZIP code ST JOHN IN 46373 | | 8 Substitute payments in lieu of dividends or interest \$ | | |
| Account number (optional) | | 9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> | | |
| | | 10 Crop insurance proceeds \$ | 11 State income tax withheld \$ | |
| | | 12 State/Payer's state number 13 | \$ | |

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

| | | | | |
|---|---|--|--|---------------------------------|
| PAYER'S name, street address, city, state, ZIP code, and telephone no. LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION 6100 SOUTHPORT ROAD PORTAGE IN 46368 | | 1 Rents \$ | OMB No. 1545-0115 2000 Form 1099-MISC | Miscellaneous Income |
| | | 2 Royalties \$ | | |
| | | 3 Other income \$ | | |
| | | 4 Federal income tax withheld \$ -0- | | |
| PAYER'S Federal Identification number 35-1517363 | RECIPIENT'S Identification number 312-50-3203 | 5 Fishing boat proceeds \$ | Copy 1 For State Tax Department | |
| RECIPIENT'S name JAMES E. POKRAJAC | | 6 Medical and health care payments \$ | | |
| Street address (including apt. no.) 236 ELGIN | | 7 Nonemployee compensation \$ 87,566. | | |
| City, state, and ZIP code GRIFFITH IN 46319 | | 8 Substitute payments in lieu of dividends or interest \$ | | |
| Account number (optional) | | 9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> | | |
| | | 10 Crop insurance proceeds \$ | 11 State income tax withheld \$ | |
| | | 12 State/Payer's state number 13 | \$ | |

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

| | | | | |
|---|---|--|--|---------------------------------|
| PAYER'S name, street address, city, state, ZIP code, and telephone no. LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION 6100 SOUTHPORT ROAD PORTAGE IN 46368 | | 1 Rents \$ | OMB No. 1545-0115 2000 Form 1099-MISC | Miscellaneous Income |
| | | 2 Royalties \$ | | |
| | | 3 Other income \$ | | |
| | | 4 Federal income tax withheld \$ -0- | | |
| PAYER'S Federal Identification number 35-1517363 | RECIPIENT'S Identification number 304-42-5428 | 5 Fishing boat proceeds \$ | Copy 1 For State Tax Department | |
| RECIPIENT'S name G. LORRAINE KRAY | | 6 Medical and health care payments \$ | | |
| Street address (including apt. no.) 3821 W 79TH PLACE | | 7 Nonemployee compensation \$ 12,667.50 | | |
| City, state, and ZIP code MERRILLVILLE IN 46410 | | 8 Substitute payments in lieu of dividends or interest \$ | | |
| Account number (optional) | | 9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> | | |
| | | 10 Crop insurance proceeds \$ | 11 State income tax withheld \$ | |
| | | 12 State/Payer's state number 13 | \$ | |

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
6100 SOUTHPORT ROAD
PORTAGE IN 46368

1 Rents

\$

2 Royalties

\$

3 Other income

\$

OMB No. 1545-0115

2000

Form 1099-MISC

Miscellaneous
Income

PAYER'S Federal Identification number

35-1517363

RECIPIENT'S Identification number

310-52-1962

4 Federal income tax withheld

\$ -0-

5 Fishing boat proceeds

\$

RECIPIENT'S name

SANDRA J. MORDUS

6 Medical and health care payments

\$

7 Nonemployee compensation

\$ 7503.14

Street address (including apt. no.)

9348 WILDWOOD DRIVE

8 Substitute payments in lieu of
dividends or interest

\$

9 Payer made direct sales of
\$5,000 or more of consumer
products to a buyer -
(recipient) for resale ☐

City, state, and ZIP code

HIGHLAND IN 46322

10 Crop insurance proceeds

\$

11 State income tax withheld

\$

Account number (optional)

12 State/Payer's state number

13

\$

Copy 1
For State Tax
Department

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

Department of the Treasury - Internal Revenue Service

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

TRAVEL GUIDELINES

The following guidelines shall be used in providing or reimbursing Commission members or employees for travel accommodations when such travel has been authorized by the Chairman and Director:

A. REGISTRATION FEES

The cost of registration or similar fees for conferences, seminars and other similar meetings or functions related to Commission affairs will be provided for or reimbursed when authorized by the Commission and supported by receipts. In the event that a Commissioner or employee fails to attend a conference for which registration fees are non-refundable, without a valid reason, as determined by Commission, the Commissioner or employee shall be liable for that portion of the fee which is non-refundable.

B. TRANSPORTATION

Transportation for Commission business will be reimbursed or paid for as follows:

1. Travel by airline, rail service, bus or similar common carrier made will be provided for at the prevailing "coach" or "tourist" rate when properly authorized and supported by original receipts. A Commissioner or employee canceling a ticket without valid reason, as determined by the Commission, will be liable for the non-refundable cost thereof.
2. Taxi fare and/or the cost of other local (public) conveyances will be provided for or reimbursed when supported by receipts.
3. Parking fees and tolls will be reimbursed when supported by receipts.
4. When a personal automobile is used in lieu of common carrier transportation, reimbursement will be at the amount of the then current mileage rate authorized by

the State of Indiana for general use by state employees.

5. The use of rental cars may be authorized by the Chairman and Director when suitable local transportation is not available or feasible. When properly authorized, associated costs will be provided for or reimbursed when supported by receipts.

C. LODGING

1. Lodging shall be provided for or reimbursed when supported by receipts in the following manner:
 - a) Single occupancy will be provided at actual cost.
 - b) Double occupancy will be provided at actual cost when both parties are eligible for reimbursement.
 - c) Double occupancy will be provided at the single occupancy rate when only one part is eligible for reimbursement.
2. Reimbursement for lodging costs shall include room costs, associated local taxes and necessary, business related telephone charges. Any other charges made to the room are the responsibility of the Commission member or employee.

D. MEALS

1. Meals will be reimbursed up to the following maximum amount:

~~\$~~ 32 ~~\$24.00~~ per day for overnight travel

The exception to this reimbursement is when a meal is provided for by others, that meal shall be deducted from the daily \$24 amount at the following rate:

| | | |
|-----------|--------------------|----|
| Breakfast | \$ 6.00 | 8 |
| Lunch | \$ 6.00 | 8 |
| Dinner | \$12.00 | 16 |

The amounts contained herein conform to the current State Budget Agency Policy and shall automatically adjust as per amendments to said policy

2. When separate checks are not available, a Commission member or employee may claim reimbursement for other Commission members or employees up to the maximum amount provided for in the preceding section multiplied by the number of Commission members or employees, provided that each Commission member and/or employee is identified by name and that a receipt is provided.

E. PER DIEM

According to Statute IC 14-6-29.5-2(d), each Commissioner participating in Commission business shall receive a salary per diem of \$50.00, when they do not receive payment from any other source of government funds, in addition to meal and travel allowances.

F. EXECUTIVE DIRECTOR AND COMMISSIONER EXPENSES

In the course of providing for the achievement of Commission goals and objectives, it is, on occasion, necessary to provide for the expenses of those who are not Commission members, employees or contractors of the Commission. The Chairman and Director shall be authorized to make such provisions.

TENTATIVE LIST OF COST SAVINGS ITEMS OF DISCUSSION FOR ENGINEERING COMMITTEE MEETING

The purpose of the Engineering Committee Meeting is to investigate potential cost savings, make the committee aware of major engineering issues, and obtain input from the Committee as to how to proceed. The result of the committee meeting will be part of the topics of discussion for our upcoming Technical Review meeting with the COE. We will also address these issues in letter form to the COE to allow them to do an economic evaluation for design change implementation.

The list of issues below has been prioritized in accordance with current COE project activity timetables.

1. Stage VI-1 - Kennedy Industrial Park area (north of the Little Calumet River, east of Carlson Oxbow Park, west of Cline Avenue)

Fact

- A. Krozan has stoned and paved in the 75' drainage easement and wants to take 45' of this easement for access around their building.
- Current understanding is that the LCRBDC must compensate Krozan for these new improvements when the LCRBDC acquires real estate

Questions

- B. What control does state or county law give LCRBDC to control activity in the 75' drainage easement?
- If State law does not provide adequate control, we will be required to shift the levee toe toward the river to allow them access. This will cost us more to re-design (we may need to install an I-wall).
 - We would propose to move the existing north bank into the river and excavate on the south side. We need to know how critical the channel width is in this area.
 - We would need to get soil borings on south side (Old Highland dump site) to determine if we could re-channel without disturbing landfill materials.
- C. This same application could be applied to the 3 hotels as well as other adjacent facilities.
- We would replace proposed I-wall construction with levees and reduce real estate requirements.

2. Stage VIII - Columbia Avenue to Illinois State Line (both sides of the river)

- A. Re-consideration for acquisition and/or flood protection design west of the former L&N RR (West Lake Corridor) and north of I-80/94
- This area includes the 4 houses west of Hohman Avenue and Southmoor residents east of Hohman Avenue.
- B. Following are facts and questions that need to be addressed by the COE.

1. Facts

- Illinois levee crest is 598.0'
- Currently the proposed Indiana levee crest is approximately 601' and consequently ends around flooding west of former L&N RR is possible due to lower Illinois levee.
- Table 1 from FDM-5

2. Questions

- What is the schedule for completion of Thornton Quarry and Cady Marsh Ditch projects compared to Stage VIII?
- Are there any plans to raise the Illinois levee?

C. Minor river channel realignment to allow use of earthen embankment rather than floodwall (Stage VIII and others)

1. In the area of Harrison Street – north of the river, we could re-align to eliminate over 500' of I-wall on the south side (See Sheet C-30 & C-31)

Facts

- Typical levee costs:
 - i. Earthen = \$400 per linear foot
 - ii. I-Wall = \$1,500 per linear foot
- It appears that by minor shifts in the river channel, sheet pile could be replaced by earthen levee.

Questions

- If channel is shifted, is there adequate space to construct earthen levee rather than sheet pile wall?
- What is required to shift channel? Permits needed?
- What is the potential savings if change to earthen levee is implemented?

3. Stage V-3 (Woodmar Country Club) – Review current levee alignment

A. Facts

1. Acquisition of Woodmar will be extremely expensive.
2. Levee construction will disrupt golf course operation for almost 18 months.

B. Questions

1. Is project flood protection needed for the golf course? How many days per year is the course flooded versus the estimated days it will shut down for levee construction?
 - 100 year flood goes approximately $\frac{1}{4}$ mile from the river (approx. $\frac{2}{3}$ of the way) to the club house.
2. From a project cost standpoint, would it be cheaper to construct tie-back levees on the east and west side of Woodmar and pay Woodmar for slightly increased flood elevations and duration?

4. Borrow material for the remaining project area

A. Met with Brian Doughman on 11/7/01 (current owner and supplier of clay) east of Clark and north of Ridge Road in Gary

- He has purchased property adjacent to the existing site and has started stripping unsuitable material from the surface.
- This will provide at least an additional 500,000 cubic yards of suitable clay that should be enough for the rest of the project.

5. Any other issues?

Northwestern Indiana Regional Planning Commission
 Personnel Management Systems
 Position Classification Matrix with Year 2002 Salary Amounts

| Step Class | Base | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
|-----------------------|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 10 Executive Director | Compensation set by Board | | | | | | | | | | | | | | | | | | | | |
| 9 Agency Mgmt (II) | 47,613 | 48,803 | 49,994 | 51,184 | 52,374 | 53,565 | 54,755 | 55,945 | 57,136 | 58,326 | 59,516 | 60,707 | 61,897 | 63,088 | 64,278 | 65,468 | 66,659 | 67,849 | 69,039 | 70,230 | 71,420 |
| 8 Program Mgmt (I) | 38,957 | 39,931 | 40,904 | 41,878 | 42,852 | 43,826 | 44,800 | 45,774 | 46,748 | 47,721 | 48,695 | 49,669 | 50,643 | 51,617 | 52,591 | 53,565 | 54,539 | 55,512 | 56,486 | 57,460 | 58,434 |
| 7 Professional III | 34,628 | 35,493 | 36,359 | 37,225 | 38,090 | 38,956 | 39,822 | 40,688 | 41,553 | 42,419 | 43,285 | 44,150 | 45,016 | 45,882 | 46,748 | 47,613 | 48,479 | 49,345 | 50,211 | 51,076 | 51,942 |
| 6 Professional II | 30,300 | 31,057 | 31,814 | 32,572 | 33,329 | 34,087 | 34,844 | 35,602 | 36,359 | 37,117 | 37,874 | 38,632 | 39,389 | 40,146 | 40,904 | 41,661 | 42,419 | 43,176 | 43,934 | 44,691 | 45,449 |
| 5 Professional I | 28,135 | 28,839 | 29,542 | 30,246 | 30,949 | 31,652 | 32,356 | 33,059 | 33,762 | 34,466 | 35,169 | 35,872 | 36,576 | 37,279 | 37,982 | 38,686 | 39,389 | 40,092 | 40,796 | 41,499 | 42,202 |
| 4 Tech/Admin III | 22,725 | 23,293 | 23,861 | 24,429 | 24,997 | 25,565 | 26,133 | 26,702 | 27,270 | 27,838 | 28,406 | 28,974 | 29,542 | 30,110 | 30,678 | 31,246 | 31,814 | 32,383 | 32,951 | 33,519 | 34,087 |
| 3 Tech/Admin II | 19,478 | 19,965 | 20,452 | 20,939 | 21,426 | 21,913 | 22,400 | 22,887 | 23,374 | 23,861 | 24,348 | 24,835 | 25,321 | 25,808 | 26,295 | 26,782 | 27,269 | 27,756 | 28,243 | 28,730 | 29,217 |
| 2 Tech/Admin I | 16,232 | 16,638 | 17,043 | 17,449 | 17,855 | 18,261 | 18,667 | 19,073 | 19,478 | 19,884 | 20,290 | 20,696 | 21,102 | 21,507 | 21,913 | 22,319 | 22,725 | 23,131 | 23,537 | 23,942 | 24,348 |
| 1 Interns/Seasonal | Wage or Stipend set by Executive Director | | | | | | | | | | | | | | | | | | | | |

For employees in Step 20 of any class, a bonus equal to the amount of the step increase for that class will be paid to the employee on their anniversary date. *(This is in lieu of a salary increase.)*

TO: Curt Vosti, Chairman, Finance & Policy Committee

FROM: George Carlson

SUBJECT: Travel Policies

DATE: November 8, 2001

There exists a need for the adoption of bylaws by the Commission, as a result of the unilateral decision involving the selection of Commissioners to attend the NAFSMA conference in Charlotte, N.C. This decision was made by Chairman Bill Tanke. The first open discussion of this subject took place at the October meeting at which time Chairman Tanke stated that in order to curtail expenses, some Commissioners should not attend the conference. He then declared that "he is going". Commissioner Vosti responded that he and Commissioner John Mroczkowski would like to go. At that point, it was obvious that an equitable solution was needed.

Following the October meeting during the interim and before the November meeting, there were discussions but no resolution of the problem was made known to the Commission. At the Work Study Session meeting on November 1, Chairman Tanke circulated a document titled "LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION TRAVEL POLICIES". This document had a fax notation of "Sept. 03, 1996 11:56 a.m. Attorney Louis M. Casale 219 756-2351". This fax notation recalls an effort by then Chairman Tanke to have adopted a similar travel policy, which was not accepted at that time by the Commission (see attached September 27, 1996 letter). The 4th paragraph of that document reads in part: "I have requested staff to not place this on this agenda...." Since this is tantamount to a withdrawal of his proposed travel policy, I did not belabor the issue any further at that time.

At the previously mentioned November Work Study Session when the new Travel Policy was circulated while that meeting was in progress, there was insufficient time to analyze and understand this proposal. I vigorously objected to this unilateral proposal which would deprive 9 of the 10 Commissioners of their right to decide by majority vote. No decision was made tacit or otherwise at this meeting.

Mr. Curt Vosti
November 8, 2001
Page 2

I recently learned that Chairman Tanke felt he had the authority to unilaterally impose travel policy rules on the Commission because of the precedent he had established with the September 27, 1996 order, which in fact he had requested staff to not place it on the agenda.

In closing, may I point out that the state of Indiana has established travel policy rules in clear and concise terms. These rules apply to this Commission. We do not need a travel policy which gives unilateral power to the Chairman and the Executive Director to decide who may or may not travel. That decision should be made by majority vote of the Commission.

It should be understood by all that the dictionary description of the word "chairman" is as follows: "a person who presides at a meeting or heads a committee, board, etc". The Chairman of the Commission has no authority beyond this description except to appoint a Nominating Committee and any other authority conferred on him by the Commission itself.

/attach.

Cc: Arlene Colvin, Finance committee
John Mroczkowski, Finance committee
Dan Gardner, Executive Director, LCRBDC

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

TRAVEL POLICIES

The following policies shall be used in providing or reimbursing Commission members or employees for travel accommodations when such travel has been authorized by the Chairman and Director:

A. REGISTRATION FEES

The cost of registration or similar fees for conferences, seminars and other similar meetings or functions related to Commission affairs will be provided for or reimbursed when authorized by the Commission and supported by receipts. In the event that a Commissioner or employee fails to attend a conference for which registration fees are non-refundable, without a valid reason, as determined by Commission, the Commissioner or employee shall be liable for that portion of the fee which is non-refundable.

B. TRANSPORTATION

Transportation for Commission business will be reimbursed or paid for as follows:

1. Travel by airline, rail service, bus or similar common carrier made will be provided for at the prevailing "coach" or "tourist" rate when properly authorized and supported by original receipts. A Commissioner or employee canceling a ticket without valid reason, as determined by the Commission, will be liable for the non-refundable cost thereof.
2. Taxi fare and/or the cost of other local (public) conveyances will be provided for or reimbursed when supported by receipts.
3. Parking fees and tolls will be reimbursed when supported by receipts.
4. When a personal automobile is used in lieu of common carrier transportation,

reimbursement will be at the amount of the then current mileage rate authorized by the State of Indiana for general use by state employees.

5. The use of rental cars may be authorized by the Chairman and Director when suitable local transportation is not available or feasible. When properly authorized, associated costs will be provided for or reimbursed when supported by receipts.

C. LODGING

1. Lodging shall be provided for or reimbursed when supported by receipts in the following manner:
 - a) Single occupancy will be provided at actual cost.
 - b) Double occupancy will be provided at actual cost when both parties are eligible for reimbursement.
 - c) Double occupancy will be provided at the single occupancy rate when only one part is eligible for reimbursement.
2. Reimbursement for lodging costs shall include room costs, associated local taxes and necessary, business related telephone charges. Any other charges made to the room are the responsibility of the Commission member or employee.

D. MEALS

1. Meals will be reimbursed up to the following maximum amount:
\$24.00 per day for overnight travel

The exception to this reimbursement is when a meal is provided for by others, that meal shall be deducted from the daily \$24 amount at the following rate:

| | |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch | \$ 6.00 |
| Dinner | \$12.00 |

The amounts contained herein conform to the current State Budget Agency Policy and shall automatically adjust as per amendments to said policy

2. When separate checks are not available, a Commission member or employee may claim reimbursement for other Commission members or employees up to the maximum amount provided for in the preceding section multiplied by the number of Commission members or employees, provided that each Commission member and/or employee is identified by name and that a receipt is provided.

E. PER DIEM

According to Statute IC 14-6-29.5-2(d), each Commissioner participating in Commission business shall receive a salary per diem of \$50.00, when they do not receive payment from any other source of government funds, in addition to meal and travel allowances.

F. EXECUTIVE DIRECTOR AND COMMISSIONER EXPENSES

In the course of providing for the achievement of Commission goals and objectives, it is, on occasion, necessary to provide for the expenses of those who are not Commission members, employees or contractors of the Commission. The Chairman and Director shall be authorized to make such provisions.

Ken Casale

Little Calumet River Basin Development Commission

M E M O R A N D U M

TO: Commission members
FROM: William Tanke, Chairman
RE: Proposed Travel Policy
DATE: September 27, 1996

The preliminary draft of the Travel Policy as presented at the Commission meeting in July was prepared by staff at my request. My reasons were as follows: There was one past minor misunderstanding of telephone charges; there were NIRPC Commission members who had reservations purchased and then cancelled for no valid reason. There are also other practices which I have discussed with the State Board of Accounts people that may be questionable. This was, in my opinion, a valid reason for having guidelines, plus as one of the two members signing the claim forms, I did not want any problems with a State Board of Accounts Audit.

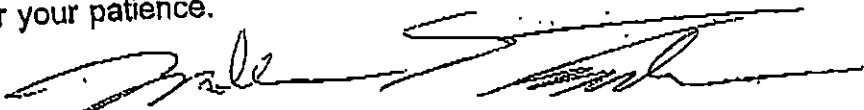
There was a discussion and questions raised. There was a committee meeting held in July, in which I thought all concerns and questions had been answered so a final draft was prepared. The final draft was presented at the August meeting at which time there was again discussion.

The discussion then was to get additional comments from the Commissioners at the September meeting and either pass or reject the Travel Policy as presented or amended. I think the policy as written is a good one; it gives directions to the members in a clear and concise manner. It simply states what the requirements of the State of Indiana are without having to resort to other documentation.

I have requested staff to not place this on this agenda for the September meeting. This decision is based on some of the discussions that have been held and which I feel should not be stated at a public meeting. Plus the fact that there are many more important problems facing this Commission and to get bogged down with further discussion on this matter is not in the best interests of expediting the project.

Please be advised, however, that I have instructed staff to revise the last draft and substitute the word "guidelines" for the word "policy". These are the guidelines I intend to follow in approving claims for payment, subject to a vote of the Commission directing me to do otherwise. I would suggest future Chairmen do the same.

Thank you for your patience.



EXHIBIT

B