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

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W.S.S. only went home sick

MEETING NOTICE

THERE WILL BE A MEETING OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
AT 6:00 P.M. WEDNESDAY, DECEMBER 11, 2002
AT THE COMMISSION OFFICE
6100 SOUTHPORT ROAD
PORTAGE, IN

REAL ESTATE ISSUES
EXECUTIVE SESSION – 4:30 P.M.

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 7 and 13, 2002 — 1–5
5. Chairman's Report
   - Report of Nominating Committee (Mark Reshkin, Bill Tanke, Curt Vosti)
6. Executive Director's Report — 6–9
   - West Reach permit application – Notices mailed out; ongoing communications with residents
   - Report on meeting 12/5 with Mayor King regarding Gary Burr Street project completion
7. Old Business — 10–11
   - Letter to 3 west reach community local officials regarding project local participation

8. Standing Committees

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

Land Acquisition

- Appraisals, offers, acquisitions, recommended actions.
- Issues for Discussion

Land Management

- Insurance claim filed – Fire damage to adjacent property owner 12
- Issues for Discussion

B. Environmental Committee – Mark Reshkin, Chairman

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

C. Legislative Committee – George Carlson, Chairman

- Report on Meeting with Representative Earl Harris on 11/18
- Report of meetings with other legislators
- Issues for Discussion

D. Project Engineering Committee – Bob Huffman, Chairman

- Issues for Discussion

E. Recreational Development Committee – Emerson Delaney, Chairman

- Issues for Discussion

F. Marina Development Committee – Bill Tanke, Chairman

- **Marina Committee meeting scheduled for 4:00 p.m. on 12/11/02**
- Meeting on 11/22/02 with Portage Port Authority, City Engineer regarding marina plans & specs
- Marina bond – Resolution of intent
- Action on South Shore Marina claim - $1,450 for breakwater handrail removal & storage 13
- Issues for Discussion

G. Finance Committee – Curt Vosti, Chairman

- Financial status report 14
- Approval of claims for November 2002 15-16
- Report on Committee meeting held December 9
- Approval of $5,470 for USGS Hart Ditch gage station operation (LEL fund)
- Issues for Discussion

H. Policy Committee – George Carlson, Chairman 17

- By-laws change recommendation
- Issues for Discussion

I. Public Relations Committee – Bob Marszalek, Chairman

- Issues for Discussion

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

MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
HELD AT 6:00 P.M. THURSDAY, November 7, 2002
6100 SOUTHPORT ROAD
PORTAGE, INDIANA

Chairman William Tanke called the meeting to order at 6:10 p.m. Five (5) commissioners were present. Pledge of Allegiance was recited. Guests were recognized. Since there was not a quorum, action items would be suspended at this time. Reports of the committees would be given and votes would be taken once a quorum was achieved.

Development Commissioners:
William Tanke
Robert Huffman
Mark Reshkin
George Carlson
Steve Davis

Visitors:
Jim Flora – R.W.Armstrong Company
Kelsee Waggoner – Congressman Visclosky's Office
Imad Samara - COE
Paul Ehret - IDNR
Dale Gick - IDNR
Jomary Crary - IDNR
Bill Petrites – Highland resident

Staff:
Dan Gardner
Sandy Mordus
Lou Casale
Jim Pokrajac
Judy Vamos

The minutes of the October 3 meeting could not be approved at this time because of lack of quorum.

Chairman's Report – Chairman Bill Tanke referred to the Special Commission meeting that was held on October 16. The meeting allowed the opportunity for Board members to discuss quite a few important issues.
• The selection of a Nominating Committee was also on hold due to lack of quorum.

Executive Director's Report – Executive Director Dan Gardner reported that we have been in communication with DNR to make sure the public notice that goes out to the residents in the west reach covers all that it should. The mailing will go out early next week to about 800 affected/adjacent property owners from Cline Avenue to State line. The certified mailing cost is about $4.50 per household.
• Mr. Gardner referred to the sample letter addressed to Mayor Dedelow. There will be a similar letter sent to Highland and Munster as well, making the communities aware of the public notice going out to their residents. They may receive phone calls and questions so they need to be ready to address any concerns or be able to refer them to our office. The letter also asks for the scheduling of a meeting with the Development Commission to discuss the funding issue and how the communities can help. Mr. Carlson suggested the letter go to Council members, especially the Council President. Mr. Gardner said he would send the letter to the Council President. He also stressed the importance of keeping the area legislators informed. He shared the district map with the Board members.
• Mr. Gardner also discussed that he is working with Commissioner Arlene Colvin toward securing city commitment for the build-out of Burr Street Phase 2 levee project. Ms. Colvin will be drafting a request for Council. Approval to commit the $2.3 million from casino funds. Mr. Gardner explained further how important this is and what it will do for the city when it is able to come out of the floodplain.
• Mr. Gardner proceeded to inform members that he and Jim Pokrajac attended the Hartsdale Pond ceremony held October 18 at the Hartsdale Pond. The new pumps will move water from the Hartsdale Pond into Spring Street Ditch, which will flow into the Little Calumet River. With the Pond being able to hold over 300 acre feet of storm water after proposed excavation, it will avoid future flooding problems for Schererville, Highland, and Griffith. The material taken from the Pond will serve as clay material for future west reach levee construction. Commissioner Reshkin asked Imad Samara if the COE has done testing to determine that the clay meets Federal standards, and Imad replied that testing has been done and although the clay is very wet, it will be OK to use. He will forward the results of that testing to Mr. Reshkin.

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Land Acquisition/Land Management Committee – In Committee Chairperson Arlene Colvin's absence, Steve Davis gave the report. He reported that there were no increased offers or condemnations.
• Regarding the Berkheimer property, the property disposal process has begun. After notifying other state agencies with a 30 day waiting period, we can then proceed with offering the property for sale, if no objections are raised.
• There was a technical meeting held earlier today with IDNR, COE, and TPL in attendance. The main focus of the meeting was to clarify exactly what portions of the Hobart Marsh properties needed to be acquired for mitigation. Also, the same property owners that are identified by the COE need to be the same that the DNR has identified. The COE will send us a letter listing out the same property owners as DNR to avoid any future question of properties. Land-locked properties were also discussed and a procedure was established for the process of purchasing these lands.
• It was reported that the appraisal on DC-M-01 (Kim property) has been completed for the Hobart Marsh area but the COE reviewer identified some changes that the appraiser has to make. As soon as those changes are made, he will review it as quickly as possible so the offer can be sent for the identified appraised price.
• Regarding the Charles Agnew Handicapped Park, a draft copy of the proposed signage was shared with the Board members. It was discussed whether Lake Erie Land Company's name should appear on the sign. Playworld is doing the sign but changes/corrections will be made before it is final.
• After discussion, it seemed to be the general consensus of the Board members that a new O&M committee will be formed consisting of 3-4 members only. After that committee is formed, a meeting will be scheduled within the next few weeks to discuss the manual distributed to Commissioners.

Environmental Committee – Committee Chairman Mark Reshkin reported that the status on the Hobart Marsh area has already been discussed.
• Regarding the project mitigation land lease with have with LEL, there was a conference call meeting held on October 21 with IDNR and LEL. It was determined that LEL really is not a mitigation bank but rather a mitigation project. They are proposing that we would continue to be the owners; we would apply for and hold the permit; and they would be the contractor. The issue is very complicated and further discussion will take place.

Legislative Committee – Committee Chairman George Carlson gave the legislative report. He reported that he thought the special Commission meeting held October 16 was premature. We cannot assume we are not going to receive any new monies for this biennium. Until that is known, we should not be addressing how to keep staff working. The current amount of funding will enable staff to continue through September and there is enough money to keep the Board and general administration in place, but to do any land acquisition and utility relocations will take new dollars. The session starts in January with the budget passing in the spring. Until that time, we will not know what money will be available to us. We are relying on our area legislators to fight for us; Congressman Visclosky plays a major role here also. He is frustrated that he can secure more federal dollars than we can obtain state dollars. He would like to get the project built so he can move on with projects he would like to support. Mr. Gardner added that now that the election is over, we will identify another date to meet with Representative Earl Harris. The west reach communities need to be supportive also.

Project Engineering Committee – Committee Chairman Bob Huffman gave the engineering report. He reported that most of the items have been discussed in the Work Study Session. He did state that the engineering work on Stage VIII will be terminated at this time. With the way funding is, it appears that it will be too far in the future before this stage is constructed and the engineering will be too old and will have to be redone so it makes sense to suspend the engineering work now.
• Mr. Huffman also stated that after meeting on October 7, INDOT will reconsider a bigger pump station on the west side of Indianapolis Blvd. Both Highland and North Township have submitted hydrology data to INDOT to help with their design. A cost figure will be estimated and submitted to both, where in turn they will present it to their Boards to approve or disapprove their participation. It is conceivable that INDOT will reconsider with a pump station upgrade to assure increased drainage protection for the area.

• Mr. Huffman asked Imad for clarification of the Recreation Phase 2 contract. Imad replied that the recreation portion of Burr Street Phase 2 will be done as part of that project. However, the recreational costs will be handled separately and shared with the COE as a recreation feature. All other remaining east reach recreation features, including the Grant Street relocation and the Broadway relocation, will all be done as part of the Recreation Phase 2. The recreational portion of the Burr Street Phase 2 project will be a creditable item. This was not clear in the minutes and they will be changed accordingly.

Recreation Committee – In Committee Chairman Emerson Delaney's absence, Jim Pokrajac informed the Board members that we have received a letter from Greg Cvitkovich, North Township Trustee that stated they would not object with us tying our trail into theirs and then having a combined portion serving as the trail, thus saving a significant amount of money. Mr. Pokrajac also reported that the proposed recreation ramp at Liable Road and the NIPSCO R/W will be included as part of our VI-2 contract and Highland would be responsible to tie their trail into our ramp.

Marina Committee – Committee Chairman Bill Tanke reported that he and Dan, along with the city of Portage and the Portage Port Authority met with Bank One on October 31 to present the marina financial information that Portage had prepared. The meeting went very well and we should know within about 10 days the bank's decision.

Finance Committee – In Committee Chairman Curt Vosti's absence, Mr. Gardner gave the financial report. He referred to the financial statement and the claim sheet totaling $60,165.99 but no motion for approval could be made due to lack of a quorum.
• Mr. Gardner stated that the Finance committee met on October 10 to begin discussions on year end financial matters. They will be meeting again very soon.
• Mr. Gardner talked about the USGS gage station. The amount on the Hart Ditch gage station has been reduced to $5,470 and the other gage station in Gary has been eliminated in their request for payment. In years past, the Commission has paid for both gage stations at a cost of around $17,000. In light of our budget situation, they have been able to get that amount reduced to the $5,470. Mr. Gardner did contact the town of Munster to see if they had any funds that could pay for it but was told that the town does not use that gage station and would not pay for it. It was discussed whether the Lake County Emergency Management should pay it because they use it for their flood warning system. Mr. Gardner will pursue this in the future but will make a recommendation that we pay the $5,470 out of LEL funds. Action will be taken when there is a quorum.

Policy Committee – Committee Chairman George Carlson informed the Board members that the Sunshine law prohibits secret ballots so the bylaws need to be amended. At the time of the next meeting, we can amend and change them, striking the words "secret ballot".

Public Relations Committee – In Committee Chairman Bob Marszalek absence, Mr. Gardner stated that we will be sending the DNR public notice to the west reach residents in the targeted areas.

Statements from the Floor – There were none.

Other Issues – Since a quorum of 6 members are needed for a quorum (there were only 5 members), a date of Wednesday, November 13 at 3:00 p.m. was identified for a meeting in order to legally make motions. Staff will guarantee a quorum.

Being that there was a lack of a quorum, a special meeting was scheduled for **3:00 p.m. Wednesday, November 13, 2002**. As a reminder, it was noted that the December meeting is scheduled for Wednesday, December 11 instead of our normal date of the first Thursday of the month.

MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
HELD AT 3:00 P.M. WEDNESDAY, NOVEMBER 13, 2002
6100 SOUTHPORT ROAD
PORTAGE, INDIANA

Chairman William Tanke called the meeting to order at 3:10 p.m. Seven (7) Commissioners were present. Pledge of Allegiance was recited. Quorum was declared. No were guests present. Mr. Tanke stated that this meeting was called as a result of the last meeting lacking a quorum. The meeting had been properly noticed.

Development Commissioners
William Tanke
Robert Huffman
George Carlson
Arlene Colvin
Steve Davis
Emerson Delaney
Mark Reshkin

Staff
Dan Gardner
Lou Casale
Sandy Mordus
Jim Pokrajac
Judy Vamos

In regards to the minutes, there was a correction. For clarification, of the Recreation Phase 2 contract, Imad Samara stated the recreation portion of Burr Street Phase 2 will be done as part of that project. However, the recreational costs will be handled separately and shared with the COE as a recreation feature. All other remaining east reach recreation features, including the Grant Street relocation and the Broadway relocation, will all be done as part of the Recreation Phase 2. The recreational portion of the burr Street Phase 2 project will be a creditable item. With that amendment, Bob Huffman made a motion to approve the minutes of the October 3 meeting; motion seconded by Arlene Colvin; motion passed unanimously.

Chairman Tanke stated that any changes to the By-laws will be addressed at the next meeting.

Commissioner Mark Reshkin made a motion to approve the claims in the amount of $60,165.99; motion seconded by Bob Huffman; motion passed unanimously.

A sheet was distributed to Board members to sign up if they would like to serve on the Operation & Maintenance Committee. It was the consensus of the members that, rather than have this committee with everyone serving, it would be more effective to have just a select number of interested members.

Selection of a Nominating Committee took place by paper ballot and then publicly announced. Members selected, by majority vote, were Mark Reshkin, Curt Vosti and Bill Tanke. Chairman Tanke selected Mark Reshkin to coordinate a meeting.

Mr. Gardner announced that a meeting with Representative Earl Harris has been rescheduled for 12:00 on Monday, November 18.

Mr. Gardner proceeded to talk about the meeting at the Lake County Surveyor's Office regarding the FEMA remapping. We reiterated to FEMA that we support Gary getting out of the floodplain and will work toward making that happen.

Chairman Tanke inquired about the status of the 75' drainage easement and asked Mr. Gardner to follow up with a letter to the Surveyor.

Chairman Tanke reported that the meeting with Bank One regarding financing of the build-out of the Portage Public Marina was very successful. He directed the attorney to follow up with a phone call to the bank to see if they have made a decision. Attorney Casale will also look out the original agreement we had with Abonmarche to see what kind of a termination clause existed. Mr. Gardner will schedule a meeting with John Smolnar, Portage Port Authority.

Commissioner Reshkin inquired if there was any documentation of economic benefits that exist for the city of Gary once they are out of the floodplain. If there was something we could show the Mayor, it would be useful to let him know what that means in terms of economic growth for Gary. Mr. Gardner replied that the COE had done an economic analysis years ago but it was for the overall project (not just Gary). Mr. Gardner is having the NIRPC graphic department overlay aerials on the floodplain maps and actually count houses to determine a number. There is no entity that actually documents who pays for flood insurance and who does not.

It was reiterated that any changes to the By-laws would be addressed at the next meeting.

The next meeting was announced to be at ***6:00 p.m. Wednesday, December 11, 2002***. Please note date change.

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

PUBLIC NOTICE

November 13, 2002

Dear Current Property Owner:

The Little Calumet River Basin Development Commission is notifying you that the Development Commission, in conjunction with the U.S. Army Corps of Engineers, is seeking a construction-in-a-floodway permit for the Little Calumet River Flood Control/Recreation project for the Hammond, Highland and Munster stretches of the river.

Due to your proximity to the project site, you are considered to be an adjacent and/or affected property owner; therefore, notice is being provided in conformance with the provisions of IC 14-11-4 and 312 IAC 2-3.

Indiana Code 14-11-4 was enacted to ensure that adjacent and/or affected property owners are notified of permit applications and provided with an opportunity to present their views to the Department of Natural Resources prior to action.

Under the legislation, the applicant or agent is responsible for providing notice to the owner of the real property owned by a person, other than the applicant, which is both of the following: (1) located within one-fourth mile of the site where the licensed activity would take place, and (2) has a border or point in common with the exterior boundary of the property where the licensed activity would take place. Included is property which would share a common border if not for the separation caused by a roadway, stream, channel, right-of-way, easement, or railroad.

The applicant is the Little Calumet River Basin Development Commission, 6100 Southport Road, Portage, Indiana 46368. The agent's name is Dan Gardner, Executive Director.

Stream - Little Calumet River, Lake County, Indiana
Hart Ditch, Lake County, Indiana

Project Description – The project is designed to provide 200-year level flood protection with a minimum of 3 feet safety factor along the entire stretch of the river from the Illinois/Indiana state line to approximately I-65. The current levees are not recognized by FEMA (Federal Emergency Management Agency)

for structural integrity or necessary height for protection. Existing trees are currently weakening these levees with their root systems. **The project, once completed, will allow FEMA to remove your property from the floodplain designation.** The construction will consist of earthen levees, concrete I-walls, and sheet pile construction. It will also include a contiguous recreation trail and some recreation features on public property away from private backyards. The crest of the levee ranges in sea level elevation from 600.5' up to 604.2' at the confluence of Hart Ditch and the Little Calumet River. Flood protection along both the east and west sides of Hart Ditch from approximately 150' south of the confluence of Hart Ditch and the Little Calumet River and extending approximately ½ mile south.

A permanent public construction and maintenance easement will be required from those property owners directly abutting the Little Calumet River. Those property owners will be notified at a later date. Fair market compensation will be offered for the needed easement. No homes will need to be displaced as the result of levee construction. Garages, pools, and sheds will be avoided wherever possible. Landscaping on the landward side of the levees will be done as part of the project. Existing mature trees will be avoided to the maximum extent possible to preserve the natural features.

Direct Project Benefits to Homeowners –

- **Removal of your property from the floodplain**
- **Increased value and salability of your home/property**
- **Better protection from river flooding**
- **Elimination of the need to purchase costly flood insurance**

Project Location – Beginning at the Indiana/Illinois state line continuing eastward and ending at Cline Avenue (S.R. 912) for a total length of approximately 5.6 lineal river miles through Hammond, Highland, and Munster, Indiana, all in Lake County, North Township. This includes Section 13 Township 36 North Range 10 West, and Sections 15, 16, 17, 18, 19, 20, and 22 in Township 36 North Range 9 West.

This project will be constructed under the Flood Control Act, IC 14-28-1.

Questions relating to the project should be directed to:

Dan Gardner, Executive Director
or
Jim Pokrajac, Land Management/Engineering Agent
or
Judy Vamos, Land Acquisition Agent
at
Little Calumet River Basin Development Commission
6100 Southport Road
Portage, Indiana 46368
219/763-0696
Fax 219/762-1653
Email: littlecal@nirpc.org

November 13, 2002

You may request an informal public hearing, pre-AOPA (Administrative Orders and Procedures Act) hearing, on this application by filing a petition with the Division of Water. The petition must conform to administrative rule 312 IAC 2-3-4 as follows:

(a) This section establishes the requirements for a petition to request a public hearing under IC 14-11-4-8(a)(2).

(b) The petition shall include the signatures of at least twenty-five (25) individuals who are at least eighteen (18) years of age and who reside in the county where the licensed activity would take place or who own real property within one (1) mile of the site of the proposed or existing licensed activity.

(c) The complete mailing addresses of the petitioners shall be typed or printed legibly on the petition.

(d) Each individual who signs the petition shall affirm that the individual qualifies under subsection (b).

(e) The petition shall identify the application for which a public hearing is sought, either by division docket number (application number) or by the name of the applicant and the location of the project.

A pre-AOPA public hearing on the application will be limited to the Department's authority under the permitting statutes. Only the issues relevant to the Department's jurisdiction directly related to this application for construction will be addressed. Under permitting statutes, the Department has no authority in zoning, local drainage, burning, traffic safety, etc.; therefore, topics beyond the Department's jurisdiction will not be discussed during the public hearing.

The Department's jurisdiction under the Flood Control Act is confined to the floodway of the stream and its review limited to the following criteria.
To be approvable, a project must demonstrate that it will:

(a) Not adversely affect the efficiency or unduly restrict the capacity of the floodway; defined as, the project will not result in an increase in flood stages of more than 0.14' above the base 100-year regulatory flood elevation.

(b) Not constitute an unreasonable hazard to the safety of life or property; defined as, the project will not result in either of the following during the regulatory flood: (1) the loss of human life, (2) damage to public or private property to which the applicant has neither ownership nor a flood easement;

(c) Not result in unreasonably detrimental effects upon fish, wildlife, or botanical resources.

Additionally, the Department must consider the cumulative effects of the above items.

A request for a pre-AOPA public hearing or notice of initial determination pursuant to 312 IAC 2-3 should be addressed to:

Technical Services Section
Division of Water
Department of Natural Resources
402 West Washington Street, Room W264
Indianapolis, Indiana 46204-2641
Telephone (877) 928-3755 or (317) 232-4160

November 13, 2002

You may also request that the Department notify you in writing after an initial determination is made to issue or deny the permit. Following the receipt of the approval or denial notice, you may request administrative review of the determination by the Natural Resources Commission under IC 4-21.5 and 312 IAC 3-1. This request should be addressed to:

Division of Hearings
Natural Resources Commission
402 West Washington Street, Room W272
Indianapolis, Indiana 46204
Telephone (317) 232-4699

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

November 11, 2002

The Honorable Duane Dedelow
Mayor of Hammond
Hammond City Hall
5925 Calumet Avenue
Hammond, Indiana 46320

(Also mailed to Mark Herak(Highland)
and
Steve Pestikas(Munster)

Dear Mayor Dedelow:

Enclosed for your information is the permit application public notice the Little Calumet River Basin Development Commission is sending to all "adjacent and/or affected" property owners in Hammond along the Little Calumet River, as required from the Indiana Department of Natural Resources to obtain a construction in a floodway permit to allow the Federal (Corps of Engineers) flood protection construction to begin in Hammond.

I write to you for two purposes: (1) to inform you of this mailing to some 250 Hammond residents in the event your office receives calls regarding the mailing or the project, and (2) to raise a growing issue of major importance to the success of this project being constructed in Hammond in a timely and effective manner. As you are probably aware, the Federal flood protection project has neared completion in Gary. Only a small segment south of the river between Colfax and Burr Streets needs to be completed. The issue here is the levee is considered a "betterment" and the position of the State Budget Agency is that State Build Indiana funding cannot be used for the "uncredited" betterment. To complete this, we have requested Mayor King appropriate approximately $2.3 million of local (casino proceeds) funds to enable the Federal project to be completed in Gary. This is essential to initiating the removal of Gary from the flood plain designation and a requirement before starting construction west of Cline Avenue in Hammond and Highland. The Mayor has indicated a willingness to pursue this.

This request for local financial participation is also of major impact to Hammond. The State administration and Budget C ommittee, in dealing with major budget deficits related to last year's state biennial budget, used $2.5 million of the 2001-03 State budget appropriation to the Little Calumet River Project to fund the deficits. Prospects for a rapid return of that money do not seem bright. As such, I am requesting a meeting with you and the

Hammond leaders you deem appropriate to discuss the financial situation and develop a strategy to help fund local share, so we can begin to leverage the over $21 million Federal appropriations Congressman Visclosky and our Senators have earmarked for initial Hammond/Highland contracts. I have also included a copy of our State Budget request to show that the Commission is still strongly pushing for continued State funding participation.

Thank you for your attention to this matter and all your support in the past. We pledge to work with you and your staff to bring flood relief to Hammond at the earliest time in this difficult budget situation. I will be in contact with you to discuss follow-up to this letter.

Sincerely,

Dan Gardner

Dan Gardner
Executive Director

/sjm
cc: Congressman Peter Visclosky
Senators Bill Alexa, Frank Mrvan,
Representatives Chet Dobis, Earl Harris, Linda Lawson, Dan Stevenson
State Budget Agency
Hammond City Engineer, Stan Dostatni
Commission members George Carlson, Curt Vosti

P.S. The current Corps of Engineers plans and sections for construction between Cline Avenue and the Illinois state line, as submitted to the IDNR as part of our permit requirements, are being delivered to City Engineer Stan Dostatni for the city's use.

Received 11-20-02

DC 595 MOSHINSKY

November 18, 2002

Terpstra's Insurance Agency
PO Box 588 (45th & Colfax)
Griffith, IN 46319

STATE OF INDIANA
LITTLE CALUMET RIVER
6100 SOUTHPORT RD
PORTAGE, IN 46368

GENTLEMEN,

ACCORDING TO OUR INFORMATION AN ABANDONED HOME OWNED BY THE STATE, AT 3308 BURR ST, GARY , IN 46406, BURNED ON 10/24/2002.

THE HOME NEXT TO THAT HOUSE IS OWNED BY MY INSURED EDWARD BUFFINGTON.(3316 BURR ST, GARY , IN.46406),THE HOME HAS SUSTAINED DAMAGE AS A RESULT OF THAT FIRE. PLEASE CONTACT MY OFFICE REGARDLING THIS MATTER, MR. BUFFINGTON WOULD LIKE TO MAKE A CLAIM FOR DAMAGES.

SINCERELY,

Dale Terpstra

DALE TERPSTRA

Dale Terpstra, Agent
Farmers Insurance Group 219-838-1193

2858

SOUTH SHORE MARINA, INC.

1700 Marine Street
Portage, Indiana 46368
Phone (219) 762-2304

Name	Little Cal. River Basin Dev. Comm.	Date 11-9-2002	Promised / Completed
Address	6100 Southport Road	Phone Res. Bus.	Phone When Ready Yes No
City	Portage, Ind. State 46368 Zip	Location	Keys Location

Descrip.	Year	Length & Make	Model	Motor Yr.	Make	H.P.	Single Twin

Qty.	Description or Part Number	Price Each	Amount	Order Instructions	Amount
				1. Removal of handrails from breakwater and ~~unloading and storage till spring of 2003~~	
				~~14 x 28 Barge 1 day~~	$400.00
				Skilled operator 1 day	440.00
				~~Helper laborers 1 day 2 ea~~	360.00
				Storage till spring 2003	250.00
				Total	$1450.00

The owner does hereby waive and expressly releases Marina of and from all liability and waives all rights of subrogation, for damages which may occur to the owners property due to fire, theft, or other casualty, notwithstanding that such damage may have been caused by the failure to exercise due & reasonable care by Marina, its agents, employees, subcontractors, or invitees. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle herein described on waterways or elsewhere for the purpose of testing and/or inspection. All services are for cash, payable at time of completion of work. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. All expenses incurred through legal action instituted for recovery of accounts past due shall be the obligation of the purchaser. DELINQUENT CHARGE FOR DELINQUENT ACCOUNTS 2% PER MONTH.

Total Services	$1450.00
Total Parts	
State Tax	exempt
Total Amount of Invoice	$1450.00

Total Parts

Auth. by: _____ Rec. by: _____

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02-88

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2002 - OCTOBER 31, 2002

CASH POSITION - JANUARY 1, 2002					
CHECKING ACCOUNT					
LAND ACQUISITION				14,521.85	
GENERAL FUND				171,753.88	
TAX FUND				0.00	
INVESTMENTS				1,530,399.10	
ESCROW ACCOUNT INTEREST				100.57	
					1,716,775.40
RECEIPTS - JANUARY 1, 2002 - OCTOBER 31, 2002					
LEASE RENTS				43,000.00	
INTEREST INCOME(FROM CHECKING & FIRST NATL)				19,128.83	
LAND ACQUISITION				620,713.24	
ESCROW ACCOUNT INTEREST				834.54	
MISC. INCOME				47,100.56	
PAYBACK FROM MONEY MARKET		329.00			
AMERICAN FAMILY INSURANCE		7,334.57			
INDIANA TITLE INS COMPANY		231.99			
PASS THROUGH FROM SAVINGS		39,205.00			
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE				1,281.38	
PROCEEDS FROM VOIDED CHECKS				1,500.00	
Ck#7254 N. NIMETZ	1,500.00				
TOTAL RECEIPTS					733,558.55
DISBURSEMENTS - JANUARY 1, 2002 - OCTOBER 31, 2002					
ADMINISTRATIVE					
2001 EXPENSES PAID IN 2002			94,996.71		
PER DIEM				8,150.00	
LEGAL SERVICES				8,189.80	
NIRPC				110,669.16	
TRAVEL & MILEAGE				3,951.98	
PRINTING & ADVERTISING				625.99	
BONDS & INSURANCE				6,070.75	
TELEPHONE EXPENSE				4,968.08	
MEETING EXPENSE				3,660.11	
LAND ACQUISITION					
LEGAL SERVICES				61,009.17	
APPRAISAL SERVICES				95,850.00	
ENGINEERING SERVICES				55,915.08	
LAND PURCHASE CONTRACTUAL				38,208.00	
FACILITIES/PROJECT MAINTENANCE SERVICES				8,555.00	
OPERATIONS SERVICES				0.00	
LAND MANGEMENT SERVICES				171,524.15	
SURVEYING SERVICES				7,945.00	
MISCELANEOUS EXPENSES				0.00	
ECONOMIC/MARKETING SOURCES				380.00	
PROPERTY & STRUCTURE COSTS				33,100.82	
MOVING ALLOCATION				0.00	
TAXES				6,876.11	
PROPERTY & STRUCTURES INSURANCE				329.00	
UTILITY RELOCATION SERVICES				68,899.45	
LAND CAPITAL IMPROVEMENT				0.00	
STRUCTURAL CAPITAL IMPROVEMENTS				345.00	
BANK CHARGES MERCANTILE				49.05	
LCRBDC MONEY MARKET PAYBACK				26,178.50	
PASS THROUGH FOR SAVINGS				39,205.00	
TOTAL DISBURSEMENTS					760,655.20
CASH POSITION - OCTOBER 31, 2002					
CHECKING ACCOUNT					
LAND ACQUISITION				107,481.40	
GENERAL FUND				50,863.14	
TAX FUND				0.00	
INVESTMENTS					
FIRST NATIONAL BANK		700,000.00	4/26/2003		
(BASE CAPITAL INVESTMENT)					
FIRST NATIONAL BANK		258,000.00	4/26/2003		
(MISC INTEREST/RENTAL INVESTMENT					
BANK ONE SAVINGS ACCOUNT			577,935.65		
(LEL MONEY)		180,763.80			
(MARINA SAND MONEY)		133,721.49			
+ *(STATE DRAW MONIES)*		2,829.51			
(GARY PARKS & REC MONIES)		216,420.40			
SAVINGS INTEREST		44,200.45			
TOTAL INVESTMENTS				1,535,935.65	
ESCROW ACCOUNT INTEREST AVAILABLE				935.11	
					1,695,215.30

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MONTHLY BUDGET REPORT, NOVEMBER 2002

	2002 BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	6 MONTH ALLOCATED TOTAL	UNALLOCATED BUDGETED BALANCE
5801 PER DIEM EXPENSES	16,000.00	400.00	0.00	0.00	0.00	0.00	3,750.00	4,150.00	11,850.00
5811 LEGAL EXPENSES	8,500.00	1,102.33	670.33	1,522.33	337.33	1,318.33	1,295.83	6,246.48	2,253.52
5812 NIRPC SERVICES	125,000.00	9,166.68	9,877.00	9,953.97	11,083.65	10,038.82	10,175.62	60,295.74	64,704.26
5821 TRAVEL/MILEAGE	14,000.00	153.20	0.00	0.00	205.56	15.96	355.88	730.60	13,269.40
5822 PRINTING/ADVERTISING	5,000.00	0.00	56.67	465.62	0.00	0.00	0.00	522.29	4,477.71
5823 BONDS/INSURANCE	7,500.00	0.00	77.00	0.00	5,993.75	0.00	0.00	6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00	356.03	391.21	554.13	365.78	159.44	304.23	2,130.82	4,869.18
5825 MEETING EXPENSES	8,000.00	98.57	0.00	0.00	59.08	15.26	832.29	1,005.20	6,994.80
5838 LEGAL SERVICES	125,000.00	7,875.89	6,320.57	6,146.94	8,282.77	5,205.87	4,287.43	38,119.47	86,880.53
5840 PROFESSIONAL SERVICES	500,000.00	24,865.61	39,996.25	31,588.45	28,835.44	35,610.73	46,326.16	207,222.64	292,777.36
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00	2,275.00	0.00	4,800.00	5,133.74	14,071.35	0.00	26,280.09	3,143,907.91
5881 PROPERTY/STRUCTURE INS.	28,000.00	0.00	0.00	0.00	24,210.50	1,968.00	0.00	26,178.50	1,821.50
5882 UTILITY RELOCATION EXP.	200,000.00	0.00	0.00	0.00	62,507.00	0.00	760.54	63,267.54	136,732.46
5883 PROJECT LAND CAP. IMPROV.	247,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	247,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	345.00	0.00	0.00	162.75	0.00	0.00	507.75	24,492.25
	4,486,188.00	46,638.31	57,389.03	55,031.44	147,177.35	68,403.76	68,087.98	442,727.87	4,043,460.13

	2002 BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	12 MONTH ALLOCATED TOTAL	UNALLOCATED BUDGETED BALANCE
5801 PER DIEM EXPENSES	16,000.00	100.00	0.00	600.00	0.00	0.00		4,850.00	11,150.00
5811 LEGAL EXPENSES	8,500.00	697.33	526.33	283.33	364.33	283.33		8,401.13	98.87
5812 NIRPC SERVICES	125,000.00	9,887.63	10,157.58	10,570.11	10,394.84	9,860.24		111,166.14	13,833.86
5821 TRAVEL/MILEAGE	14,000.00	131.04	616.52	2,143.42	31.36	36.96		3,689.90	10,310.10
5822 PRINTING/ADVERTISING	5,000.00	69.51	17.07	0.00	0.00	0.00		608.87	4,391.13
5823 BONDS/INSURANCE	7,500.00	0.00	0.00	0.00	0.00	0.00		6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00	0.00	616.31	0.00	661.99	435.34		3,844.46	3,155.54
5825 MEETING EXPENSES	8,000.00	27.25	976.16	74.06	84.25	128.54		2,295.46	5,704.54
5838 LEGAL SERVICES	125,000.00	3,841.60	6,029.30	5,733.80	6,928.50	6,726.68		67,379.35	57,620.65
5840 PROFESSIONAL SERVICES	500,000.00	32,430.19	33,716.95	65,506.75	39,845.96	39,917.01		418,639.50	81,360.50
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00	11,186.20	0.00	0.00	1,854.76	2,150.00		41,471.05	3,128,716.95
5881 PROPERTY/STRUCTURE INS.	28,000.00	0.00	0.00	0.00	0.00	0.00		26,178.50	1,821.50
5882 UTILITY RELOCATION EXP.	200,000.00	2,233.70	0.00	0.00	0.00	0.00		65,501.24	134,498.76
5883 PROJECT LAND CAP. IMPROV.	247,000.00	0.00	0.00	0.00	0.00	0.00		0.00	247,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	0.00	0.00	0.00	0.00	0.00		507.75	24,492.25
	4,486,188.00	60,604.45	52,656.22	84,911.47	60,165.99	59,538.10		760,604.10	3,725,583.90

CLAIMS PAYABLE FOR NOVEMBER 2002

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	CASALE WOODWARD BULS, LLP	283.33	RETAINER FEE BILLED FOR MONTH OF NOVEMBER
5812	NIRPC	9,860.24	SERVICES PERFORMED OCTOBER 2002
5821	SANDY MORDUS	36.96	MILEAGE 10/2/02-11/27/02
5824	VERIZON	113.07	BILLING PERIOD 11/16/02-12/16/02 (TOTAL BILL 226.14, KRBC PORTION 113.07)
5824	AT & T	322.27	FOR PERIOD ENDED 11/12/02 (TOTAL BILL 335.10 KRBC 12.83)
5825	SAND RIDGE BANK	44.60	EXPENSES INCURRED 10/10/02 AT FINANCE COMMITTEE MEETING
5825	SAND RIDGE BANK	83.94	EXPENSES INCURRED 11/18/02 AT MEETING WITH REPRESENTATIVE EARL HARRIS REGARDING BUDGET REQUEST
5838	LOUIS CASALE	6,726.68	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 12/1/02
5841	PROFESSIONAL APPRAISAL SERVICE INC	3,500.00	APPRAISAL FEE FOR DC-204
5842	R. W. ARMSTRONG	2,634.35	PROFESSIONAL SERVICES FOR PERIOD ENDED 11/15/2002
5842	GARCIA LE & ASSOCIATES	1,170.00	ENGINEERING SERVICES FOR SVI-PII
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DC-1013A
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DC-1013B
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DC-1013C
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DC-1013D
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DC-1014
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DC-1015
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DNR2
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DNR4
5843	MERIDIAN TITLE CORPORATION	285.00	TITLE WORK PREFORMED FOR DNR5
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK PREFORMED FOR DC-1010G
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK PREFORMED FOR DC-1012A
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK PREFORMED FOR DC-1012B
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK PREFORMED FOR DC-1012C
5843	INDIANA TITLE NETWORK COMPANY	540.00	TITLE WORK PREFORMED FOR DC-83
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK PREFORMED FOR DC-1011B
5843	CHICAGO TITLE INSURANCE COMPANY	485.00	TITLE WORK PREFORMED FOR M-7
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-1010A
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-1010B
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-1010C
5844	JAMES E. POKRAJAC	5,481.00	ENGINEERING SERVICES 10/16/02-10/31/02
5844	JAMES E. POKRAJAC	146.44	OCTOBER MILEAGE
5844	JAMES E. POKRAJAC	4,719.75	ENGINEERING SERVICES 11/1/02-11/15/02
5844	JAMES E. POKRAJAC	4,009.25	ENGINEERING SERVICES 11/16/02-11/30/02
5844	JAMES E. POKRAJAC	149.24	NOVEMBER MILEAGE
5844	JUDITH VAMOS	3,814.25	LAND ACQUISITION SERVICES 10/16/02-10/31/02
5844	JUDITH VAMOS	71.12	OCTOBER MILEAGE
5844	JUDITH VAMOS	2,865.25	LAND ACQUISITION SERVICES 11/1/02-11/15/02
5844	JUDITH VAMOS	2,445.50	LAND ACQUISITION SERVICES 11/16/02-11/30/02
5844	JUDITH VAMOS	24.36	NOVEMBER MILEAGE
5844	G. LORRAINE KRAY	839.50	CREDITING TECHNICIAN/LAND ACQUISITION ASST 10/16/02-10/31/02
5844	G. LORRAINE KRAY	803.00	CREDITING TECHNICIAN/LAND ACQUISITION ASST 11/1/02-11/15/02
5844	G. LORRAINE KRAY	620.50	CREDITING TECHNICIAN/LAND ACQUISITION ASST 11/16/02-11/30/02
5844	SANDY MORDUS	257.25	CREDITING TECHNICIAN SERVICES 10/16/02-10/31/02
5844	SANDY MORDUS	306.25	CREDITING TECHNICIAN SERVICES 11/1/02-11/15/02
5847	DLZ	220.00	SURVEY WORK DONE IN SIV-IS
5861	IRENE & JAMES KOMPIER	2,150.00	UNIFORM EASEMENT ACQUISITION DC-1034
	TOTAL	**59,538.10**	

BELOW IS THE PROPOSED CHANGE TO THE "PROCEDURE OF NOMINATING COMMITTEE" WORDING THAT WILL BE VOTED ON AT THE NEXT REGULAR BOARD MEETING, DECEMBER 11, 2002

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

PROCEDURE OF NOMINATING COMMITTEE

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

MEETINGS

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

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

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

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

TRAVEL

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

Definitions

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

Little Calumet River Basin Development Commission

no action

WORK STUDY SESSION
11 December 2002

LAND ACQUISITION / LAND MANAGEMENT
ARLENE COLVIN, CHAIRPERSON

LAND ACQUISITION:

1.) There are no increased offers. There are no condemnations.

2.) Update on Hobart Marsh Mitigation:
A Hobart Marsh update on all the properties is attached. The Kim offer was mailed 11-26-02. Letters are being sent to Hobart Marsh landowners for permission to appraise (access) their land. Some are refusals, some acceptances. Acquisition continues.

LAND MANAGEMENT:

1.) Operation and Maintenance Committee:
The committee currently consists of Arlene Colvin, Steve Davis, Emerson Delaney, Bob Huffman, Bill Tanke, Bob Marszelak. A committee meeting will be scheduled before the January 2003 commissioners meeting.

Jean Foley will come back to us w/ results

2.) Fire at 3308 Burr Street - one of the three Burr Street Levee vacant houses:
Hand-out attached. One of our three vacated relocation houses in the Burr Street Levee (3308 Burr Street) burned on 10/24/02. We received an insurance claim for fire damage to the adjacent home owned by the Buffington Family. Our attorney has forwarded the claim to our insurance company. Trent Buffington may attend tonight's meeting. LCRBDC has written two letters to the state asking for funding to demolish the houses but Burr Street is not creditable and we were verbally told no monies were forthcoming. Dan has spoken with Gary Mayor King about Gary's involvement of the city's demolition department with this problem.

3.) FYI= 179 acres at Clay Street – Surplus Property:
A developer has expressed an interest in purchasing approximately 36 acres of the 179 acres. Discussion?

MITIGATION HOBART MARSH
DC LIST (as of 12/5/02)

DC #	OWNER	UPDATE
M-1	Howard Hee Han Kim, et. al.	Offer mailed 11-26-02.
M-2	Lake County Trust #1935 (Nozrik)	Appraisal re-assigned 11-28-02.
M-3	Barbara Fadell	Packet of info to TPL 11-14-02.
M-4	Milan and Violette Bundalo	Appraisal will be assigned to next available appraiser.
M-5	Norman & Lorraine Berndt	Verbal refusal. R/E appraisal refusal form of 11-5-02 not returned. Follow-up letter 12/5/02.
M-6	Norman & Loraine Berndt	Verbal refusal. R/E appraisal refusal form of 11-5-02 not returned. Follow-up letter 12/5/02
M-7	Ralph (deceased) & Betty Julian (James Mandon)	Property in estate. Three sibling owners. (Mrs. Mandon)
M-8	George Froman	Owner refused (written) offer to appraise the land 11-28-02.
M-9	Kathryn Price	Called 11/30 and 12/4 left message No response. Intro letter 12-6-02.
M-10	New Bethel Church	Church split. Researching.
M-11	Research new land parcels	Visit to Lake County government center scheduled for 12-15-02.
M-12	Sarah Dorman Bailey (successor) (Hayward Land Company)	Mr. Bailey and company controller came to LCRBDC office to discuss R/E for an appraisal on 12-5-02. They will speak with other owners.
M-13	Robert Chorak and Gladys Crossk	Title work received for three parcels.
M-14	Sarah Dorman Bailey (successor) (Hayward Land Company)	Mr. Bailey and company controller came to LCRBDC office to discuss R/E for an appraisal on 12-5-02. They will speak with other owners.

PROPERTY AT 3308 BURR STREET
GARY, INDIANA
PHOTO TAKEN ON 11/12/99

Front of 3308

Rear of 3308

PROPERTY TODAY
PHOTO TAKEN 11/20/02
House and Garage after 10/24/02 Fire

Garage

Front of 3308

Distance between Homes
3316 Burr and 3308 Burr

Front of 3308 after Fire

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

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

A. NIRPC shall provide the LCRBDC services and assistance as is required by the LCRBDC to carry out its purposes under its enabling statutes, ICS14-6-29.5-1 through 10, inclusive.

B. NIRPC shall assign Daniel Gardner to serve part time (approximately 50% of total hours) in the capacity of Executive Director of the Little Calumet River Basin Development Commission and Sandra Mordus to serve full time in the capacity of Little Calumet River Basin Development Commission Operations Coordinator. NIRPC shall be compensated eight thousand four hundred ($8,400) dollars per month for services provided by these two staff members. The amount is intended to cover salary, fringe benefit, space and utility costs. Should the need arise to replace either of these staff members during the course of the Agreement; it will be done with the mutual consent of both parties to this Agreement. Should either staff member receive a salary increase during the course of this agreement, the amount charged will be increased on a basis equivalent to the percentage salary increase.

($8,000)

C. In conjunction with the above designated staff, NIRPC shall provide adequate office space and furnishing for their use and make available use of all common facilities within the overall NIRPC offices such as conference and meeting rooms, hallways, restrooms, etc; the provision of basic utilities such as gas, electric and water; and the provision of reception services including the answering of telephones and greeting of visitors.

D. In addition to the above designated staff and space, NIRPC shall provide the LCRBDC with two additional 10' by 10' offices and one partitioned space for use by its employees, contractors or agents. For these staff spaces, the LCRBDC shall compensate NIRPC at the rate of eight hundred and forty ($840) dollars per month. Should the LCRBD

($800)

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

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

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

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

($625)

G. NIRPC shall provide the following financial management assistance to the LCRBDC and shall be compensated for such service by the LCRBDC at the rate of six hundred fifty ($650) dollars per month.

1. Aid the LCRBDC in preparation of its budget and provide accounting services for the receipt, investment and disbursal of its funds, all in accordance with applicable State Board of Accounts guidelines, statute, and guidelines set out by the Commission herein or otherwise.

2. Deposit LCRBDC funds in the name of the LCRBDC and in depositories designated the LCRBDC.

3. Disburse LCRBDC funds only upon authorization to do so by the LCRBDC and presentation of a State Board of Accounts standard claim form signed by at least two Commission members and approved by the LCRBDC at a regular or special meeting. Checks

shall be drawn from an account in the LCRBDC's name and shall be signed by the Treasurer and one other officer.

4. Provide monthly financial reports and line item financial accounting of budgeted expenditures.

5. An increased amount will be negotiated should the LCRBDC establish a payroll and request NIRPC to administrator it.

H. The LCRBDC and NIRPC shall work out arrangements for telephone service and equipment in a manner that is mutually agreeable and cost effective to both parties.

I. NIRPC shall make available use of its postage machine. Actual postage costs shall be billed to the LCRBDC.

J. NIRPC shall make available to the LCRBDC the use of its copy machine. Use of this equipment will be billed at the rate of $5.00 per month plus $.06 per copy.

K. NIRPC shall make available use of its facsimile machine. Use of this equipment shall be billed at the rate of $5.00 per month.

L. LCRBDC agrees not to install within the NIRPC offices telephone, copier, or facsimile equipment. Any furniture or other equipment installed shall be located within the spaces designated for the exclusive use of the LCRBDC.

($25)

M. NIRPC shall make available the use of its graphics and printing equipment and personnel. Graphics, printing, and clerical time charges will be billed at twenty-six ($26) dollars per hour. No per copy charge will be made. No charge will be made for bond paper or miscellaneous printing supplies. However, special order items will be billed as material costs. Such items include, but are not limited to, metal plates, envelopes, binders, labels and other specialty items for printing and graphic work.

N. NIRPC may make available additional space or other services to the LCRBDC on a direct request basis. NIRPC shall bill the LCRBDC for such services on a basis that is mutually agreed to by the parties.

O. NIRPC shall provide itemized monthly billings for services performed. Payment shall be due within thirty (30) days after billing.

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

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

By:

_____

James E. Ranfranz
Executive Director

ATTEST:

_____

Hugh Rhein
Director of Administrative Services

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

By:

_____

Chairman

ATTEST:

_____

Dan Gardner
Executive Director

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003 by and between The Little Calumet River Basin Development Commission ("Commission"), and James E. Pokrajac, an individual residing at _____ (the "Independent Contractor").

Preliminary Statements

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

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

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

1. Agreement to Provide Services.

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

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

2. Term. The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon thirty (30) calendar days' written notice to the other party, or until January 31, 2004 whichever is sooner.

3. Remuneration.

(a) As full remuneration for all Services performed by Independent Contractor, Commission shall pay Independent Contractor $_____ 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. **Business Cards, Letterhead, Etc.** Independent Contractor shall maintain his or her own business cards, stationery, and letterhead, identifying Independent Contractor's affiliation with his or her own business.

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

11. **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.

12. 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.

13. 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.

14. 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.

15. Remedies.

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

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

16. **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.

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

18. **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.

19. **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.

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

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

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

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

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

THE LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By: _____

Title: _____

_____
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:

    1. Participate in maintaining current files of all Development Commission properties, maps, acquisition transactions, project credit files, lease records, payments and contracts.

    2. Participate in coordinating all property acquisition/management activities and contracts by the Development Commission

    3. 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.

    4. Participate in monitoring financial record keeping relative to land acquisition transactions, lease and operational activities.

    5. Monitor all leasing and operational agreements regarding Commission properties and facilities. Monitor compliance of all lease, operational, engineering, utility relocation and construction related matters.

    6. Participate on development project and acquisition of Commission lands as needed.

    7. Work with public entities in development projects, operational aspects of recreation facilities on Commission lands.

    8. 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.

    9. Participate in such other duties, assignments or responsibilities as are given the contractor by the Executive Director or the Commission.

AGREEMENT OF INDEPENDENT CONTRACTOR TO PROVIDE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003 by and between The Little Calumet River Basin Development Commission ("Commission"), and Judith A. Vamos, an individual residing at _____ (the "Independent Contractor").

Preliminary Statements

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

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

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

1. Agreement to Provide Services.

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

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

2. Term. The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon thirty (30) calendar days' written notice to the other party, or until January 31, 2004 whichever is sooner.

3. Remuneration.

(a) As full remuneration for all Services performed by Independent Contractor, Commission shall pay Independent Contractor $_____ 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. **Business Cards, Letterhead, Etc.** Independent Contractor shall maintain his or her own business cards, stationery, and letterhead, identifying Independent Contractor's affiliation with his or her own business.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **Remedies.**

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

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

16. **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.

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

18. **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.

19. **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.

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

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

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

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

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

THE LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

By: _____

Title: _____

_____
JUDITH A. VAMOS

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

JOB DESCRIPTION

LAND ACQUISITION AGENT

The Little Calumet River Basin Development Commission shall engage the contractor as **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 _____.
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 _____ day of _____, 2003.

LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

_____
By: Dan Gardner
Executive Director

GEORGETTE LORRAINE KRAY

_____
Contractor

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2001 - DECEMBER 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	
					3,208,775.65
RECEIPTS - JANUARY 1, 2001 - DECEMBER 31, 2001					
LEASE RENTS				50,715.24	
INTEREST INCOME(FROM CHECKING & CALUMET BANK)				68,615.87	
LAND ACQUISITION				1,271,523.15	
ESCROW ACCOUNT INTEREST (YEAR TO DATE)			334.66	100.57	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				1,977.30	
PROCEEDS FROM VOIDED CHECKS				23,626.00	
Ck#7307 Meridian Title 23,626.00					
TOTAL RECEIPTS					2,027,753.74
DISBURSEMENTS - JANUARY 1, 2001 - DECEMBER 31, 2001					
ADMINISTRATIVE					
2000 EXPENSES PAID IN 2001			179,730.72		
PER DIEM				7,350.00	
LEGAL SERVICES				7,981.46	
NIRPC				120,650.45	
TRAVEL & MILEAGE				4,727.08	
PRINTING & ADVERTISING				2,427.78	
BONDS & INSURANCE				5,642.63	
TELEPHONE EXPENSE				6,826.84	
MEETING EXPENSE				3,511.82	
LAND ACQUISITION					
LEGAL SERVICES				63,046.70	
APPRAISAL SERVICES				130,050.00	
ENGINEERING SERVICES				65,051.68	
LAND PURCHASE CONTRACTUAL				31,659.00	
FACILITIES/PROJECT MAINTENANCE SERVICES				55,361.42	
OPERATIONS SERVICES				0.00	
LAND MANGEMENT SERVICES				178,923.91	
SURVEYING SERVICES				48,831.72	
MISCELANEOUS EXPENSES				1,282.50	
ECONOMIC/MARKETING SOURCES				120.00	
PROPERTY & STRUCTURE COSTS				358,175.86	
MOVING ALLOCATION				18,250.00	
TAXES				3,114.53	
PROPERTY & STRUCTURES INSURANCE				21,061.50	
UTILITY RELOCATION SERVICES				97,564.45	
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	
DEPOSIT INTO BANKONE MONEYMARKET(GARYPARK)				46,000.00	
PURCHASE MONEY MARKET FIRST NATIONAL				181,272.00	
FAO ARMY CORP OF ENGINEERS				181,272.00	
FAO ARMY CORP OF ENGINEERS				58,000.00	
TOTAL DISBURSEMENTS					2,432,467.56
CASH POSITION - DECEMBER 31, 2001					
CHECKING ACCOUNT					
LAND ACQUISITION				14,521.85	
GENERAL FUND				171,753.88	
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					
FIRST NATIONAL BANK	46,000.00	4/26/2002			
(MISC INTEREST/RENTAL INVESTMENT					
BANK ONE	157,495.39	MONEY MARKET			
(LEL MONEY)					
BANK ONE	140,749.63	MONEY MARKET			
(MARINA SAND MONEY)					
BANK ONE	22,556.52	MONEY MARKET			
(STATE DRAW MONIES)					
BANK ONE	386,869.56	MONEY MARKET			
(GARY PARKS & REC MONIES)					
TOTAL INVESTMENTS				1,530,399.10	
ESCROW ACCOUNT INTEREST				100.57	
					1,716,775.40

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

CASH POSITION - JANUARY 1, 2002				
CHECKING ACCOUNT				
LAND ACQUISITION			14,521.85	
GENERAL FUND			171,753.88	
TAX FUND			0.00	
INVESTMENTS			1,530,399.10	
ESCROW ACCOUNT INTEREST			100.57	
				1,716,775.40
RECEIPTS - JANUARY 1, 2002 - NOVEMBER 30, 2002				
LEASE RENTS			46,100.00	
INTEREST INCOME(FROM CHECKING & FIRST NATL)			19,245.92	
LAND ACQUISITION			653,487.80	
ESCROW ACCOUNT INTEREST			873.60	
MISC. INCOME			283,531.96	
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE			1,717.66	
PROCEEDS FROM VOIDED CHECKS			1,500.00	
TOTAL RECEIPTS				1,006,456.94
DISBURSEMENTS - JANUARY 1, 2002 - NOVEMBER 30, 2002				
ADMINISTRATIVE				
2001 EXPENSES PAID IN 2002		94,996.71		
PER DIEM			8,150.00	
LEGAL SERVICES			8,554.13	
NIRPC			120,925.57	
TRAVEL & MILEAGE			3,983.34	
PRINTING & ADVERTISING			625.99	
BONDS & INSURANCE			6,070.75	
TELEPHONE EXPENSE			5,529.32	
MEETING EXPENSE			3,788.46	
LAND ACQUISITION				
LEGAL SERVICES			67,937.67	
APPRAISAL SERVICES			102,825.00	
ENGINEERING SERVICES			60,473.08	
LAND PURCHASE CONTRACTUAL			48,585.43	
FACILITIES/PROJECT MAINTENANCE SERVICES			8,555.00	
OPERATIONS SERVICES			0.00	
LAND MANGEMENT SERVICES			189,351.84	
SURVEYING SERVICES			11,787.50	
MISCELANEOUS EXPENSES			0.00	
ECONOMIC/MARKETING SOURCES			380.00	
PROPERTY & STRUCTURE COSTS			34,600.82	
MOVING ALLOCATION			0.00	
TAXES			6,876.11	
PROPERTY & STRUCTURES INSURANCE			329.00	
UTILITY RELOCATION SERVICES			68,899.45	
LAND CAPITAL IMPROVEMENT			0.00	
STRUCTURAL CAPITAL IMPROVEMENTS			345.00	
BANK CHARGES MERCANTILE			53.05	
LCRBDC MONEY MARKET PAYBACK			26,178.50	
PASS THROUGH FOR SAVINGS			275,636.40	
TOTAL DISBURSEMENTS				1,060,441.41
CASH POSITION - NOVEMBER 30, 2002				
CHECKING ACCOUNT				
LAND ACQUISITION			88,246.84	
GENERAL FUND			43,170.82	
TAX FUND			0.00	
INVESTMENTS				
FIRST NATIONAL BANK	700,000.00	4/26/2003		
(BASE CAPITAL INVESTMENT)				
FIRST NATIONAL BANK	258,000.00	4/26/2003		
(MISC INTEREST/RENTAL INVESTMENT				
BANK ONE SAVINGS ACCOUNT		342,602.16		
(LEL MONEY)	180,763.80			
(MARINA SAND MONEY)	133,721.49			
(STATE DRAW MONIES)	2,829.51			
(GARY PARKS & REC MONIES)	-			
SAVINGS INTEREST	25,287.36			
TOTAL INVESTMENTS			1,300,602.16	
ESCROW ACCOUNT INTEREST AVAILABLE			974.17	
				1,432,993.99

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MEMORANDUM

TO: THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FROM: LOUIS M. CASALE
SUBJECT: LAKE ERIE LAND COMPANY CONTRACT NEGOTIATIONS
DATE: DECEMBER 11, 2002

The Options to License Little Calumet River Basin Development Commission (Commission) properties by the Lake Erie Land Company for the purpose of sale, development, and maintenance of wetland mitigation areas are going to begin expiring in the autumn of 2003. Don Ewolt, of the Lake Erie Land Company, has requested an extension of the Option for a period of three years for an additional consideration of $20.00 per acre. Present Option payments total approximately $61,000.00 per annum.

Recent information made available to the Commission and Lake Erie Land Company indicate that the contractual agreements between Lake Erie Land Company and the Commission regarding wetland mitigation sale development and maintenance with probably not meet regulatory approval guidelines due to the fact that if, and when, the options are exercised, the final agreement will take the form of a revocable license. Preliminary indications from regulatory agencies indicated that wetland mitigation, to meet regulatory approval, must be done on non-reversionary property, and that these wetland mitigation areas must be in perpetuity.

For these reasons, I would recommend that the negotiations for contract extension and/or a new contract be approached from a different perspective then our present Option to License property and License Agreement. These recommendations are as follows:

1. That a contract be developed for marketing and maintenance of a wetland complex on property owned by the Commission. Ownership would be retained by the Commission and Lake Erie Land Company (or another contractor) be hired on a contractual basis to sell wetland mitigation crediting, develop the wetland complex and maintain same. The

contractor would have full responsibility for permitting (with the cooperation of the Commission which would remain the fee simple owner of the property), marketing, developing, selling and maintaining the wetland mitigation areas.

2. The property of the Commission be made available to the contractor for the above purposes within the guidelines as established by regulatory agencies and be held for wetland purposes, once sales are made and wetlands developed, by deed restriction easements or covenants.

3. That the contract and ultimate plans and development be subject to the approval of the Army Corps of Engineers and all other regulatory agencies, and that such Army Corps of Engineers approval allow for the wetland developments to coexist with the present flood control project.

4. The term of the contractual arrangement may be for any reasonable period of time. For purposes of this analysis, I will suggest a term of five (5) years with a renewal for another five (5) years.

5. Compensation should contain some or all of the following elements:
   a. A flat fee per annum payment during the term of the agreement.
   b. A percentage payment of gross revenues for sales made by the contractor to customers.
   c. A flat fee payment per acre sold to a maintenance trust fund to be used for maintenance of the developed wetland complex.

   Disclosure of sales and accounting, etc. should be mandatory in order to insure compliance with the agreement.

6. The annual fee payable to the Commission for term of the contract should increase every year. There should be a penalty increase at the end of each year in the event that certain sales goals are not set. For example:
   a. At the end of year one, if at lease 10% of the property under contract is not sold for wetland mitigation, the annual fee should increase by 10%.

b. At the end of year two, if at lease 20% of the property under contract is not sold for wetland mitigation, the annual fee should increase by 20%.

c. At the end of year three, if at lease 30% of the property under contract is not sold for wetland mitigation, the annual fee should increase by 30%.

d. At the end of year four, if at lease 40% of the property under contract is not sold for wetland mitigation, the annual fee should increase by 40%, etc. etc.

e. Option to renew for another five years should be at an increased amount per annum.

7. Payments shall be made as follows:

a. Annual fee on the annual date as agreed by both parties.

b. Per acre credit sold shall be two weeks after sale.

c. The percentage of gross shall be paid quarterly.

d. The per acre for maintenance trust shall be within two weeks after sale.

I would also suggest that we try to negotiate an immediate payment to reimburse the Commission for expenditures advanced to construct the Charles Agnew Handicapped Park which can be credited against future sales fees.

Obviously there will have to be the usual indemnifications and insurance provisions so that the Little Calumet River Basin Development Commission will be fully indemnified by the contractor.

This memo is offered as a guideline for negotiation purposes only. None of this has been discussed with the attorneys for Lake Erie Land Company, as of yet, however, my desire is to get the Commission consensus as to direction prior to commencing renegotiations on this agreement.

LMC/amo

PROPOSED PRIORITIES FOR USE OF 2001-03 STATE BUDGET DOLLARS
15 MONTH SCHEDULE (May, 2002 thru August, 2003)
Revised: December 9, 2002

$1,761,439	Cash to draw upon currently available from the $3 million State Budget funds
- 400,000	Administration costs (Jim Pokrajac, Judy Vamos, Lorraine Kray, Sandy Mordus, Lou Casale, Jim Flora) ***Expended to date $224,706***
$1,361,439	
- 266,000	COE escrow payment due October, 2002 (7% Cash contribution) ***Expended to date $266,000***
$1,095,439	
- 250,000	Estimate for mitigation costs (Figure ½ of $500,000 earlier committed. Needed for "good faith effort") ***Expended to date $12,909***
$ 845,439	
- 25,000	Burr Street acquisition committed. Offers in process. ***Expended to date $4,585.61***
$ 820,439	
- 700,000	Kennedy Industrial Park property acquisition (VI-1) – (20 parcels) ***Expended to date $80,168***
$ 120,439	
- 75,000	Utility relocation engineering money (VI-1 & VI-2) – (approx. 16 relocates) ***Expended to date $4,448***
$ 45,439	
- 45,439	Estimate of ongoing title work costs for crediting purposes ***Expended to date $59,906***
-0-	Items not included in budget ***Expended to date $114,340.88***

Total expenditures to date as of 12/09/02 . . . . . $767,062.87

Remaining monies available for drawdown as of 12/09/02 . . . . . $1,013,121.40

REMAINING $2.5 MILLION CURRENTLY RECISED BY GOVERNOR O'BANNON FROM BUILD INDIANA FUNDS FOR DEFICIT REDUCTION

(-378,000)	Estimate of actual utility relocation work (VI-1 & VI-2)
(- 70,000)	Clean-up of remaining properties in East Reach & East Reach Remediation area
(- 50,000)	Burr Street property acquisition costs (Not creditable. Needs State consensus)
(- 100,000)	Burr Street utility relocation costs (Not creditable. Needs State consensus)
(-1,900,000)	Burr Street Phase 2 construction cost (Not creditable. Needs State consensus)
(-2,498,000)	**Total commitments from $2.5 million in budget recision**

December 9, 2002
Includes #83

Curt

1299 Pennsylvania Ave., NW
Suite 800 West
Washington, DC 20004
T: (202) 218-4122
F: (202) 842-0621
www.nafsma.org

November 6, 2002

Dear NAFSMA Member:

On behalf of the National Association of Flood and Stormwater Management Agencies, I want to thank you for your support and participation through this past year.

Throughout the last year, NAFSMA like many other organizations faced unique challenges. I am pleased to report that the organization continued to grow throughout this period and had a very successful year. A number of new members joined the organization in 2002 and we expect to have many more new agencies this coming year.

In March 2002, NAFSMA held its first Spring Legislative Meeting. The meeting was so successful that the Board of Directors has decided to hold a Spring Legislative Meeting in 2003 on March 24-25, 2003 at the Hyatt Regency Hotel at National Airport, conveniently located in Crystal City, Virginia. To provide our members and directors an opportunity for informal discussions with high ranking federal agency officials and congressional staff, participation will be limited to 30 members and the Board of Directors. NAFSMA members are urged to register early for the 2003 meeting. Details and registration forms are available at www.NAFSMA.org.

Also, in the Spring, NAFSMA testified before the House of Representatives Water Resources and Environment Subcommittee on both the administration's budget proposal for the U.S. Army Corps of Engineers and the proposed Water Resources Development Act of 2002 (WRDA). The organization also submitted testimony on WRDA to the Senate Environment and Public Works Committee.

Throughout 2002, NAFSMA focused on key issues to our members including the pending TMDL Rulemaking; Stormwater Maximum Extent Practicable Language; Outreach & Education on Phase II Stormwater Program; Partnering Issues with the Army Corps of Engineers; Water Resources Development Act of 2002; Mapping Modernization Coalition; CRS Credit for Structural Work; Financing Aging Infrastructure Replacement; Dam Replacement and AWRA's 2002 Water Policy Summit held in September.

The National Office and Directors also addressed emerging legal issues. The enclosed invoice, as with previous years, includes an opportunity to contribute to the Association's legal fund, which is used exclusively for NAFSMA involvement in litigation around the country that will impact our members.

Work has already begun on NAFSMA's 2003 Annual Meeting, which will be held at the Westin Hotel on Michigan Avenue in Chicago on Tuesday, November 18 through Friday, November 21, 2003. Please make your plans now to join us, where we expect to continue our tradition of meeting with top policy and operations officials from the federal agencies important to NAFSMA members. Reservations can be made now at 312-943-7200. The group rate for single or double rates is $150. NAFSMA would also like to express sincere appreciation to our 2002 Annual Meeting Sponsors: Amec Earth and Environmental; CH2M Hill; HDR Engineering, Inc.; Kimley-Horn and

Associates; Michael Baker, Jr., Inc.; Watershed Concepts and the Carmen Group International. We will soon be writing to our subscribing members asking for consideration of sponsorship for the 2003 Meeting. This member support has been an integral part of our successful meetings in the past. Even if you haven't done so in the past, please consider including sponsorship of the 2003 Annual Meeting in your upcoming budgets.

This year's invoice includes a section for contributing to the Water Infrastructure Network, which is working to secure water and wastewater infrastructure funding. WIN is recommending $150 million of federal funding annually for stormwater demonstration projects. You can learn more about WIN at www.win.org. NAFSMA has contributed to this effort and will forward any contributions submitted by the membership directly to WIN.

In addition to your 2003 dues invoice, we have included a member contact sheet and a NAFSMA brochure. We urge you to complete the contact form and fax (202-478-1734) or mail the information with your dues to the national office. Please share the membership brochure with a colleague who would benefit from NAFSMA membership.

I am personally looking forward to my new tenure with NAFSMA and working more closely with many of you in the next two years. If you have any questions about our upcoming activities please call our Executive Director, Susan Gilson at 202-218-4133. We appreciate your continued support and participation in 2003.

Sincerely,

Charles Hardt
President

Enclosures

National Association of Flood and Stormwater Management Agencies

Invoice

1299 Pennsylvania Avenue, NW, Suite 800 West
Washington, DC 20004-2400
Tel: (202) 218-4122 Fax: (202) 478-1734
www.nafsma.org

Member
Sandy Mordus Little Calumet River Basin Development Commission 6100 Southport Rd. Portage IN 46368

Date	Invoice No.
04-Nov-02	2003-871

Member I.D.
871

Description	Amount
Annual Dues Period: January 1, 2003 - December 31, 2003	
Membership Type: Agency Primary (50,001 - 100,000)	$500.00

Additional Contributions (Optional):

Legal Fund: (suggested levels)	Water Infrastructure Contribution (suggested levels)
_____$250.00	_____$250.00
_____$500.00	_____$500.00
_____$1,000.00	_____$1,000.00
_____Other $_____.__	_____Other $_____.__

TOTAL ADDITIONAL CONTRIBUTION(S) *$_____.___

**Please add to "Total Due" or enclose separate payment. Thank you!*

Please make check payable to "NAFSMA" and mail to:

1299 Pennsylvania Avenue, NW
8th Floor West
Washington, DC 20004-2400

Tax ID No. 52-1102917

Total Due	$500.00
*Total Additional:	$_____.__
Grand Total:	$_____.__

For more information please contact Kerry Keene,Membership Services at (202) 218-4145

FINANCE COMMITTEE MOTIONS NEEDED

1. Ratification of transfer of $20,011 of earned interest money to Gary Parks & Recreation Dept. for final payment for appraised value owed - $236,431.40
($20,000 used for COE escrow payment for Burr Street on 7/6/01)
($11 fee for check printing)

2. Approval of 2003 budget (6 month budget)
   - Utilizing only existing available dollars
   - Allocated according to previously adopted priorities

3. Approval of 2003 NIRPC Services contract
   - No substantive changes (Increased changes are reflected in new contract – 2002 amounts are in (parentheses) on left side of contract
   - 5% increase in personnel, space, support services

4. Approve renewal of contracts with Independent Contractors
   - Jim Pokrajac, Judy Vamos, Lorraine Kray – Recommendation of 3% increase (Consistent with NIRPC % increase)
   - Only change is 30 days notice termination provision (currently at 14 days)
   - Jim Pokrajac – currently at $50.75 + $1.50 (3% increase) = $52.25/hour
   - Judy Vamos - currently at $36.50 + $1.10 (3% increase) = $37.60/hour
   - Lorraine Kray – currently at $18.25 + $.55 (3% increase) = $18.80/hour

5. Approve compensation adjustment by Finance Committee recommendation
   - Dan Gardner - $5,500 and Sandy Mordus – $4,000

WORK STUDY SESSION
ENGINEERING COMMITTEE
December 11, 2002
Bob Huffman, Committee Chairman

1. Upcoming inspections of completed levee segments
   - The COE indicated three inspections are scheduled on December 18 (weather permitting). They are (1) Stage II Phase 4 (Broadway to Martin Luther King Drive north of the Little Calumet River), (2) Stage II Phase 3B (Harrison Street to Georgia Street south of the Little Calumet River), and (3) Stage IV Phase 1South (Cline Avenue to Burr Street south of the Norfolk Southern RR)
   - The COE is in the process of preparing to turn over these segments and the Development Commission needs to proceed with O&M

2. Gary Sanitary District outstanding issues
   - We received a response from the COE regarding the Gary Sanitary District issues on November 6
   - LCRBDC submitted this to the city of Gary/GSD on November 27 and are awaiting their response.

3. INDOT/Tri-State drainage issues
   - LCRBDC sent INDOT mapping & property identification for this area on 11/22/02
   - Also sent information to Tri-State bus Lines on 11/27 for design impacts.

4. Landscaping Phase 2 design coordination meeting held with the COE on December 5, 2002
   - COE A/E is the St. Paul Army Corps
   - Scope of work includes all East Reach construction currently not landscaped.
   - Addressed problems from past landscaping & what worked well – Did field visit.

BY LAWS
FOR THE
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
ADOPTED June 6, 2002

LEGISLATION CREATING COMMISSION

The Enabling Act of 1980 (IC 14-6-29.5) created the Little Calumet River Basin Development Commission and that is the crucial document which sets forth the powers and authority of the Commission. Nothing in the Bylaws can override the language, spirit or intent of the Enabling Act.

BYLAWS ESTABLISHMENT

It shall be the policy of this Commission to follow Robert's Rules of Order in the conduct of Commission business unless superceded by Statute or Commission Bylaws. The Commission adopted Robert's Rules of Order Newly Revised 10th Edition by Henry M. Robert III, William J. Evans, Daniel H. Honemann, Thomas J. Balch at its March 1, 2001 Board meeting.

OFFICERS

Officers of the Commission are Chairman, Vice Chairman, Treasurer & Secretary.

CHAIRMAN

The Chairman is a member of the Commission and as such, has the right to full participation in the proceedings, including the right to vote.

The Chairman can speak in discussion without leaving the Chair.

The Chairman need not rise when putting a question to vote.

The form of taking a vote shall be "Those in favor, say "aye"; those opposed, say "no".

MEMBERS

Any member shall abstain if he has a direct pecuniary interest or may abstain for any other reason.

Six (6) members constitute a quorum. A majority vote of those present is necessary to take action.

A member may discuss business or make a motion while seated.

Motions need to be seconded with the exception of nominations, which do not require a second.

There is no limit as to the number of times a member can speak to a question.

Informal discussion of a subject is permitted while no motion is pending.

COMMITTEES

Committees shall be either standing committees, which have a continuing existence, or special committees, which go out of existence as soon as they complete a specific task.

Committee assignments will be chosen by the Chairperson from the preferences indicated by individual Commissioners and then committee members will choose their own committee chairman.

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

PROCEDURE OF NOMINATING COMMITTEE

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

MEETINGS

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

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

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

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

TRAVEL

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

Definitions

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

Authorization to Travel (Staff includes contract employees)
1. Staff shall be authorized to travel on Area Business as deemed necessary by the Executive Director. Commissioners are authorized to travel on Area Business that is pertinent to their Committee work, as directed by Committee Chairperson.
2. Staff shall be authorized to travel on Indianapolis Business as deemed necessary by the Executive Director. Commissioners are authorized to travel on Indianapolis Business as pertinent to their Committee work, as directed by Committee Chairperson.
3. Staff and Commissioners shall be authorized to travel to Annual Conference as determined by a majority vote of the Commission at a public meeting.
4. Staff and Commissioners shall be authorized for Special Travel as determined by a majority vote of the Commission at a public meeting.
5. Staff and Commissioners shall be authorized for overnight Emergency Travel as determined through polled approval of at least six (6) Commissioners.

Authorization for Reimbursement
Reimbursable expenses shall be subject to State law and the following guidelines:
1. For Area Business – State law on mileage reimbursement shall apply to Area Travel directed by the Executive Director. Commissioners shall be reimbursed pursuant to State law for Area Travel only if related to Committee work as directed by Committee Chairperson.
2. For Indianapolis Business – State law on mileage shall apply. Other expenses of staff and any Commissioners related to meals, entertainment and/or salary per diem shall be governed by appropriate State law and Commission policy. Overnight stay for staff allowed upon determination by Executive Director.
3. For Annual Conferences – State law and Commission policy as enumerated in this policy or subsequent policies.
4. For Special Travel and Emergencies – As authorized by State law and the Commission as enumerated in this policy or subsequent policies.

Particular Travel-Related Expenses
Other travel related expenses are to be reimbursed in accordance with State law and Commission policy as enumerated in this and subsequent Commission policies.
1. Registration fees which have not been prepaid by the Commission for attendance at events related to authorized travel shall be reimbursed when supported by receipts. If staff or Commissioner fails, without valid reason as determined by a majority of the Commission at a public meeting, to attend an event at which pre-registration fee was paid, that Commissioner or staff shall be liable for any non-refundable portion of the fee.
2. Airline, bus, rail or other travel fees for Authorized Travel which have not been prepaid, will be reimbursed at prevailing "coach" or "tourist" rate when supported by receipts. If pre-paid travel is cancelled without a valid reason, as determined by a majority vote of the Commission at a public meeting, the staff or Commissioner will be liable for the non-refundable portion of the pre-paid fee.
3. Local transportation costs, parking, and/or tolls as related to Authorized Travel will be reimbursed when supported by receipts.
4. Automobile travel for Authorized Travel will be reimbursed at the current State-authorized rate.
5. Rental car expenses for Authorized Travel will be reimbursed when supported by receipts upon the approval of a majority of the Commission at a public meeting.
6. Lodging expenses at the Single Occupancy rate for Authorized Travel that are not prepaid will be reimbursed when supported by receipts. Lodging costs shall include room costs, taxes, and reasonable phone charges.
7. Meal expenses relating to Authorized Travel will be reimbursed at the maximum allowable rate as determined by State law.
8. In addition to allowable meal and travel expenses, Commissioners shall receive a salary per diem as enumerated in applicable State law, as amended.

AMENDING BYLAWS

These Bylaws may be amended by a 2/3rd vote and notice shall be given at the previous meeting.

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

Dan
Lou
Sandy

52,25
1.08

budget transfer - no!
bill next year

FINANCE COMMITTEE MEETING

11:30 a.m. Monday, December 9, 2002
Country Lounge
Hobart IN

AGENDA

1. Review of Year End (11 month) Financial Status

2. 2003 Budget
   (a) Staff recommended approach
   (b) 2003 contracts
      - NIRPC contract
      - Jim Pokrajac/Judy Vamos/Lorraine Kray
      - Lou Casale/Jim Flora
   (c) Proposed 6 month budget

9
18
91
109

3. State Financial Approach
   (a) Burr St. levee approach – Mayor King/Rep. Earl Harris
   (b) 2003 budget support

4. Other Financial Issues for Wednesday Commission meeting
   (a) Marina Bond ($1 million)
   (b) LEL Lease/Option Extension

5. Other Business

contract JEP & JU
change to 3000 term.

• NIRPC 69
• LEL finance

933-
3200
3115

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MONTHLY BUDGET REPORT, NOVEMBER 2002

	2002 BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	6 MONTH ALLOCATED TOTAL	UNALLOCATED BUDGETED BALANCE
5801 PER DIEM EXPENSES	16,000.00	400.00	0.00	0.00	0.00	0.00	3,750.00	4,150.00	11,850.00
5811 LEGAL EXPENSES	8,500.00	1,102.33	670.33	1,522.33	337.33	1,318.33	1,295.83	6,246.48	2,253.52
5812 NIRPC SERVICES	125,000.00	9,166.68	9,877.00	9,953.97	11,083.65	10,038.82	10,175.62	60,295.74	64,704.26
5821 TRAVEL/MILEAGE	14,000.00	153.20	0.00	0.00	205.56	15.96	355.88	730.60	13,269.40
5822 PRINTING/ADVERTISING	5,000.00	0.00	56.67	465.62	0.00	0.00	0.00	522.29	4,477.71
5823 BONDS/INSURANCE	7,500.00	0.00	77.00	0.00	5,993.75	0.00	0.00	6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00	356.03	391.21	554.13	365.78	159.44	304.23	2,130.82	4,869.18
5825 MEETING EXPENSES	8,000.00	98.57	0.00	0.00	59.08	15.26	832.29	1,005.20	6,994.80
5838 LEGAL SERVICES	125,000.00	7,875.89	6,320.57	6,146.94	8,282.77	5,205.87	4,287.43	38,119.47	86,880.53
5840 PROFESSIONAL SERVICES	500,000.00	24,865.61	39,996.25	31,588.45	28,835.44	35,610.73	46,326.16	207,222.64	292,777.36
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00	2,275.00	0.00	4,800.00	5,133.74	14,071.35	0.00	26,280.09	3,143,907.91
5881 PROPERTY/STRUCTURE INS.	28,000.00	0.00	0.00	0.00	24,210.50	1,968.00	0.00	26,178.50	1,821.50
5882 UTILITY RELOCATION EXP.	200,000.00	0.00	0.00	0.00	62,507.00	0.00	760.54	63,267.54	136,732.46
5883 PROJECT LAND CAP. IMPROV.	247,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	247,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	345.00	0.00	0.00	162.75	0.00	0.00	507.75	24,492.25
	4,486,188.00	46,638.31	57,389.03	55,031.44	147,177.35	68,403.76	68,087.98	442,727.87	4,043,460.13

	2002 BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	12 MONTH ALLOCATED TOTAL	UNALLOCATED BUDGETED BALANCE
5801 PER DIEM EXPENSES	16,000.00	100.00	0.00	600.00	0.00	0.00		4,850.00	11,150.00
5811 LEGAL EXPENSES	8,500.00	697.33	526.33	283.33	364.33	283.33		8,401.13	98.87
5812 NIRPC SERVICES	125,000.00	9,887.63	10,157.58	10,570.11	10,394.84	9,860.24		111,166.14	13,833.86
5821 TRAVEL/MILEAGE	14,000.00	131.04	616.52	2,143.42	31.36	36.96		3,689.90	10,310.10
5822 PRINTING/ADVERTISING	5,000.00	69.51	17.07	0.00	0.00	0.00		608.87	4,391.13
5823 BONDS/INSURANCE	7,500.00	0.00	0.00	0.00	0.00	0.00		6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00	0.00	616.31	0.00	661.99	435.34		3,844.46	3,155.54
5825 MEETING EXPENSES	8,000.00	27.25	976.16	74.06	84.25	128.54		2,295.46	5,704.54
5838 LEGAL SERVICES	125,000.00	3,841.60	6,029.30	5,733.80	6,928.50	6,726.68		67,379.35	57,620.65
5840 PROFESSIONAL SERVICES	500,000.00	32,430.19	33,716.95	65,506.75	39,845.96	39,917.01		418,639.50	81,360.50
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00	11,186.20	0.00	0.00	1,854.76	2,150.00		41,471.05	3,128,716.95
5881 PROPERTY/STRUCTURE INS.	28,000.00	0.00	0.00	0.00	0.00	0.00		26,178.50	1,821.50
5882 UTILITY RELOCATION EXP.	200,000.00	2,233.70	0.00	0.00	0.00	0.00		65,501.24	134,498.76
5883 PROJECT LAND CAP. IMPROV.	247,000.00	0.00	0.00	0.00	0.00	0.00		0.00	247,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	0.00	0.00	0.00	0.00	0.00		507.75	24,492.25
	4,486,188.00	60,604.45	52,656.22	84,911.47	60,165.99	59,538.10		760,604.10	3,725,583.90

budget transfer

next year transfer

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2002 - OCTOBER 31, 2002

CASH POSITION - JANUARY 1, 2002					
CHECKING ACCOUNT					
LAND ACQUISITION				14,521.85	
GENERAL FUND				171,753.88	
TAX FUND				0.00	
INVESTMENTS				1,530,399.10	
ESCROW ACCOUNT INTEREST				100.57	
					1,716,775.40
RECEIPTS - JANUARY 1, 2002 - OCTOBER 31, 2002					
LEASE RENTS				43,000.00	
INTEREST INCOME(FROM CHECKING & FIRST NATL)				19,128.83	
LAND ACQUISITION				620,713.24	
ESCROW ACCOUNT INTEREST				834.54	
MISC. INCOME				47,100.56	
PAYBACK FROM MONEY MARKET		329.00			
AMERICAN FAMILY INSURANCE		7,334.57			
INDIANA TITLE INS COMPANY		231.99			
PASS THROUGH FROM SAVINGS		39,205.00			
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE				1,281.38	
PROCEEDS FROM VOIDED CHECKS				1,500.00	
Ck#7254 N. NIMETZ	1,500.00				
TOTAL RECEIPTS					733,558.55
DISBURSEMENTS - JANUARY 1, 2002 - OCTOBER 31, 2002					
ADMINISTRATIVE					
2001 EXPENSES PAID IN 2002			94,996.71		
PER DIEM				8,150.00	
LEGAL SERVICES				8,189.80	
NIRPC				110,669.16	
TRAVEL & MILEAGE				3,951.98	
PRINTING & ADVERTISING				625.99	
BONDS & INSURANCE				6,070.75	
TELEPHONE EXPENSE				4,968.08	
MEETING EXPENSE				3,660.11	
LAND ACQUISITION					
LEGAL SERVICES				61,009.17	
APPRAISAL SERVICES				95,850.00	
ENGINEERING SERVICES				55,915.08	
LAND PURCHASE CONTRACTUAL				38,208.00	
FACILITIES/PROJECT MAINTENANCE SERVICES				8,555.00	
OPERATIONS SERVICES				0.00	
LAND MANGEMENT SERVICES				171,524.15	
SURVEYING SERVICES				7,945.00	
MISCELANEOUS EXPENSES				0.00	
ECONOMIC/MARKETING SOURCES				380.00	
PROPERTY & STRUCTURE COSTS				33,100.82	
MOVING ALLOCATION				0.00	
TAXES				6,876.11	
PROPERTY & STRUCTURES INSURANCE				329.00	
UTILITY RELOCATION SERVICES				68,899.45	
LAND CAPITAL IMPROVEMENT				0.00	
STRUCTURAL CAPITAL IMPROVEMENTS				345.00	
BANK CHARGES MERCANTILE				49.05	
LCRBDC MONEY MARKET PAYBACK				26,178.50	
PASS THROUGH FOR SAVINGS				39,205.00	
TOTAL DISBURSEMENTS					760,655.20
CASH POSITION - OCTOBER 31, 2002					
CHECKING ACCOUNT					
LAND ACQUISITION				107,481.40	
GENERAL FUND				50,863.14	
TAX FUND				0.00	
INVESTMENTS					
FIRST NATIONAL BANK		700,000.00	4/26/2003		
(BASE CAPITAL INVESTMENT)					
FIRST NATIONAL BANK		258,000.00	4/26/2003		
(MISC INTEREST/RENTAL INVESTMENT					
BANK ONE SAVINGS ACCOUNT			577,935.65		
(LEL MONEY)		180,763.80			
(MARINA SAND MONEY)		133,721.49			
+ *(STATE DRAW MONIES)*		2,829.51			
(GARY PARKS & REC MONIES)		216,420.40			
SAVINGS INTEREST		44,200.45			
TOTAL INVESTMENTS				1,535,935.65	
ESCROW ACCOUNT INTEREST AVAILABLE				935.11	
					1,695,215.30

2.5 mil recovery?

STAFF RECEOMMENDED BUDGET APPROACH

- Prepare 6 month budget utilizing existing State available funding and assured lease and interest income to provide as accurate base for budgeting as possible.
- Propose amending budget at mid-year once Indiana General Assembly session has concluded and funding is known for next biennial period. – amend it to 12 mos.
- Propose to show recognition of State financial crisis by reducing administrative budget in real dollars (3%), and curtailing discretionary spending to minimum (25% reduction in travel/meeting expenses)
- Attempt to keep all contract services/employees at full availability but hold contract compensation to minimum cost of living type increase (comparable to NIRPC staff %) 3%.
- Keep engineering consultant available for project related work but cut Commission meeting attendance to conserve money.
  ($150/hr x 3 hours x 12 meetings + $5,400 savings)
- Propose keeping insurance (Officers/Directors and Property/Liability) as prudent business decision to protect Commission.

- Seek legislative assistance from Representative Earl Harris, Representative Chet Dobis, Senator Earline Rogers to relieve absolute restriction on Burr Street Betterment levee funding as part of legislative/financial strategy.

PARTICULAR LINE ITEM RECOMMENDATION

Administrative Budget

- NIRPC Contract – About 5% cost increases in space monthly charges
- NIRPC Staff Compensation – 2% increase + approximately .5% position step increase for Dan and Sandy
- Attorney – Keep hourly rate at 2002 level ($85/hour)
- Travel, Mileage, Meeting Expenses – Propose reduction by 25%

  Travel/Mileage (year) - 2002 - $14,000 - $10,000
  2002 - $ 8,000 - $ 6,500

* Overall Administrative Budget – Propose reduction by 3% (from $191,000 - $185,000)

Land Acquisition/Project Development Budget

- Allocate remaining State appropriations according to previously adopted priority categories
- This portion of the budget will require the addition of "new" State funding from the 2003 Budget Session as the current funding is projected to stretch to late August.
- Outside professional services will be targeted to only creditable items, and Jim Flora will be utilized for creditable engineering services vs only meeting attendance.

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

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

A. NIRPC shall provide the LCRBDC services and assistance as is required by the LCRBDC to carry out its purposes under its enabling statutes, ICS14-6-29.5-1 through 10, inclusive.

B. NIRPC shall assign Daniel Gardner to serve part time (approximately 50% of total hours) in the capacity of Executive Director of the Little Calumet River Basin Development Commission and Sandra Mordus to serve full time in the capacity of Little Calumet River Basin Development Commission Operations Coordinator. NIRPC shall be compensated eight thousand four hundred dollars ($8,~~0~~400) per month for services provided by these two staff members. The amount is intended to cover salary, fringe benefit, space and utility costs. Should the need arise to replace either of these staff members during the course of the Agreement; it will be done with the mutual consent of both parties to this Agreement. Should either staff member receive a salary increase during the course of this agreement, the amount charged will be increased on a basis equivalent to the percentage salary increase.

C. In conjunction with the above designated staff, NIRPC shall provide adequate office space and furnishing for their use and make available use of all common facilities within the overall NIRPC offices such as conference and meeting rooms, hallways, restrooms, etc; the provision of basic utilities such as gas, electric and water; and the provision of reception services including the answering of telephones and greeting of visitors.

D. In addition to the above designated staff and space, NIRPC shall provide the LCRBDC with two additional 10' by 10' offices and one partitioned space for use by its employees, contractors or agents. For these staff spaces, the LCRBDC shall compensate NIRPC at the rate of eight hundred (~~$800~~ 840) dollars per month. Should the LCRBDC desire

and fail

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

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

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

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

G. NIRPC shall provide the following financial management assistance to the LCRBDC and shall be compensated for such service by the LCRBDC at the rate of six hundred ~~twenty five~~ fifty ($625) ($650) dollars per month.

1. Aid the LCRBDC in preparation of its budget and provide accounting services for the receipt, investment and disbursal of its funds, all in accordance with applicable State Board of Accounts guidelines, statute, and guidelines set out by the Commission herein or otherwise.

2. Deposit LCRBDC funds in the name of the LCRBDC and in depositories designated the LCRBDC.

3. Disburse LCRBDC funds only upon authorization to do so by the LCRBDC and presentation of a State Board of Accounts standard claim form signed by at least two Commission members and approved by the LCRBDC at a regular or special meeting. Checks

shall be drawn from an account in the LCRBDC's name and shall be signed by the Treasurer and one other officer.

4. Provide monthly financial reports and line item financial accounting of budgeted expenditures.

5. An increased amount will be negotiated should the LCRBDC establish a payroll and request NIRPC to administrator it.

H. The LCRBDC and NIRPC shall work out arrangements for telephone service and equipment in a manner that is mutually agreeable and cost effective to both parties.

I. NIRPC shall make available use of its postage machine. Actual postage costs shall be billed to the LCRBDC.

J. NIRPC shall make available to the LCRBDC the use of its copy machine. Use of this equipment will be billed at the rate of $5.00 per month plus $.06 per copy.

K. NIRPC shall make available use of its facsimile machine. Use of this equipment shall be billed at the rate of $5.00 per month plus actual long distance telephone charges.

leave in

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 ($25) dollars per hour. No per copy charge will be made. No charge will be made for bond paper or miscellaneous printing supplies. However, special order items will be billed as material costs. Such items include, but are not limited to, metal plates, envelopes, binders, labels and other specialty items for printing and graphic work.

N. NIRPC may make available additional space or other services to the LCRBDC on a direct request basis. NIRPC shall bill the LCRBDC for such services on a basis that is mutually agreed to by the parties.

O. NIRPC shall provide itemized monthly billings for services performed. Payment shall be due within thirty (30) days after billing.

P. This agreement shall be effective January 1, 200~~2~~3 and shall terminate December 31, 200~~2~~3 However, either party may terminate the agreement at an earlier date by providing written notice of intent at least sixty (60) days prior to an effective termination date, which shall coincide with the last day of a calendar month.

NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

By:

James E. Ranfranz
Executive Director

ATTEST:

Hugh Rhein
Director of Administrative Services

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

By:

William S. Tanke
Chairman

ATTEST:

Daniel Gardner
Executive Director

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)
2002	-	$50.75/hour	(+ $4.75)
2003 –		$52.25	+1.50

($1.60)

(+1.50)

+2003.

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)
2002	-	$36.50/hour	(+ $3.50)
2003 –		37.60	(+1.10)

+ (1.05)

1872½ hrs. @ 36.50 for ($1.15)

Lorraine Kray (Hiring date March 2000)

2000	-	$15/hour	
2001	-	$16.50/hour	(+ $1.50)
2002	-	$18.25/hour	(+ $1.75)
2003 –		18.80	(.55)

(+2½)

(60¢)

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)
2002	-	$71,420 (+ Bonus $5,500)
2003	-	$

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)
2002	-	~~$43,087~~ (+ Bonus $4,000)
2003	-	$34,770

087
34,~~605~~
(1043)

35813
1800

PROPOSED PRIORITIES FOR USE OF 2001-03 STATE BUDGET DOLLARS
15 MONTH SCHEDULE (May, 2002 thru August, 2003)
Revised: December 9, 2002

$1,761,439	Cash to draw upon currently available from the $3 million State Budget funds
- 400,000	Administration costs (Jim Pokrajac, Judy Vamos, Lorraine Kray, Sandy Mordus, Lou Casale, Jim Flora) ***Expended to date $224,706***
$1,361,439	
- 266,000	COE escrow payment due October, 2002 (7% Cash contribution) ***Expended to date $266,000***
$1,095,439	
- 250,000	Estimate for mitigation costs (Figure ½ of $500,000 earlier committed. Needed for "good faith effort") ***Expended to date $12,909***
$ 845,439	
- 25,000	Burr Street acquisition committed. Offers in process. ***Expended to date $4,585.61***
$ 820,439	
- 700,000	Kennedy Industrial Park property acquisition (VI-1) – (20 parcels) ***Expended to date $80,168***
$ 120,439	
- 75,000	Utility relocation engineering money (VI-1 & VI-2) – (approx. 16 relocates) ***Expended to date $4,448***
$ 45,439	
- 45,439	Estimate of ongoing title work costs for crediting purposes ***Expended to date $59,906***
-0-	Items not included in budget ***Expended to date $114,340.88***

Total expenditures to date as of 12/09/02 . . . . . $767,062.87

Remaining monies available for drawdown as of 12/09/02 . . . . . $1,013,121.40

REMAINING $2.5 MILLION CURRENTLY RECISED BY GOVERNOR O'BANNON FROM BUILD INDIANA FUNDS FOR DEFICIT REDUCTION

(-378,000)	Estimate of actual utility relocation work (VI-1 & VI-2)
(- 70,000)	Clean-up of remaining properties in East Reach & East Reach Remediation area
(- 50,000)	Burr Street property acquisition costs (Not creditable. Needs State consensus)
(- 100,000)	Burr Street utility relocation costs (Not creditable. Needs State consensus)
(-1,900,000)	Burr Street Phase 2 construction cost (Not creditable. Needs State consensus)
(-2,498,000)	**Total commitments from $2.5 million in budget recision**

December 9, 2002
Includes #83

PROPOSED

2003 OPERATING BUDGET

add column for expenditures

Budget Code	Category	2001 Budget	2002 Budget	2003 Proposed 6 month
	ADMINISTRATIVE BUDGET			
5801	Per diem expenses	$16,000.00	$16,000.00	$8,000
5811	Legal Services	$8,500.00	$8,500.00	$4,250
5812	NIRPC Services	$125,000.00	$125,000.00	$62,500
	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	$5,000 (-28%) (-4,000)
5822	Printing and Advertising	$5,000.00	$5,000.00	$2,500
5823	Bonds and Insurance	$7,500.00	$7,500.00	$3,750
5824	Telephone Costs	$7,000.00	$7,000.00	$3,500
5825	Meeting Expenses	$8,000.00	$8,000.00	$3,000 (-25%) (-2,000)
	SUB TOTAL	$191,000.00	$191,000.00	$92,500 or $185,000/yr (-3.14%)
	LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET			
~~5838~~	Legal Services	$125,000.00	$125,000.00	$175,000
5840	Professional/Consultant Services	$500,000.00	$500,000.00	
5841	Appraisal Services			
5842	Engineering/design services			
5843	Land Purchase contractural services			
5844	Land management services			
5845	Facilities/project maintenance services			
5846	Operational services			
5847	Surveying services			
5848	Economic/marketing sources			
5860	Project Land Purchase Contracts	$1,984,850.00	$3,170,188.00	$838,121
5861	Property & Structures costs			
5862	Moving/relocation costs			
5863	Real Estate Taxes owed account (pass through account)			
5881	Property/Structure Insurance	$28,000 ~~$25,000.00~~	$25,000.00	
5882	Utility Relocation Costs	$200,000.00	$200,000.00	
5883	Land Capital Improvements	$247,000 ~~$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	$1,013,121
	TOTAL BUDGET		$4,486,188.00	$1,105,621

drop it

*Budget to be ammended:

1) When $2.5 million is restored and allocated from 2001 session

2) When 2003 session completes budget and funding is sought for allocation.

Bank One, NA
8585 Broadway, Suite 201
Merrillville, IN 46410

BANK ONE

December 4, 2002

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

VIA FAX

Dear Mr. Casale,

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

BORROWER:	Little Calumet River Basin Development Commission (the "Borrower")
BANK:	Bank One, N.A. (the "Bank")
FACILITY:	$1,000,000 Revenue Bond for the development of Phase III of the Portage Marina.
RATE:	Option 1: Without the City of Portage's Unconditional Guarantee **5.25% Fixed for five years.** The rate will adjust after year five and year ten to .125% over the Five Year Treasury with a ceiling of 12%. Option 2: With the City of Portage's Unconditional Guarantee **4.25% Fixed for five years.** The rate will adjust after year five and year ten to .5% under the Five Year Treasury with a ceiling of 9%.
MATURITY:	October 1, 2017 (Subject to change based on date of funding.)
REPAYMENT SCHEDULE:	Semi-Annual Interest Payments and Annual Principal Payment.
FEES:	½% of Total Loan Amount ($5,000.00) to be paid at closing.
COLLATERAL:	Pledge of the Net Revenues associated with the project.
LOAN COVENANTS:	None.
PREPAYMENT:	Prepayment of any principal amounts accruing interest at a fixed rate will be subject to a prepayment premium based on the cost of redeploying the amount prepaid at a per annum rate of interest equal to the average yield to maturity of United States Treasury Securities of a comparable maturity.

SERVICING REQUIREMENTS:	Bi-annual audited financial statement of the Borrower and Annual Income Statement for the Portage Marina.
ACCEPTANCE OF COMMITMENT:	Required on or before January 3, 2003.

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

Sincerely,

Jill Hasiak

Jill A. Hasiak, VP
Public Banking Division
738-4361

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC DATE: 12-11-02

LOCATION: 6100 Southport Rd. CHAIRMAN: Bill Tanke

PLEASE SIGN IN

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	JOMARY CRARY	DNR
2	Sean Fahey	DNR
3	JIM FLORA	R.W. ARMSTRONG
4	Imad Samaha	COE
5	DAN McDowell	HUBARD, IN.
6	Kelsee Wassoner	Congressman's Office
7		
8		
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25		

PROJECT ENGINEERING
MONTHLY STATUS REPORT
For meeting on Wednesday, December 11, 2002

(Information in this report is from October 31, 2002 – December 4, 2002)

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

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

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

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

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

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

Landscaping Contract – Phase I (This contract includes all completed levee segments 0 installing, planting zones, seeding, and landscaping):

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

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

1. Rausch Construction started on November 20th, 1995. (Construction is now completed)
   - Current contract amount - $3,477,249.66
   - Original contract amount - $3,293.968.00
   - Amount overrun - $183,281.66 (5.6%)
2. A final inspection with the LCRBDC and the COE **was scheduled on December 3rd, 2002. (Cancelled due to weather – will be re-scheduled.**

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

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

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

1. Project is completed.
   - Current contract amount - $4,186,070.75
   - Original contract amount - $3,089,692.00
   - Amount overrun - $1,096,378 (36%)

2. A final inspection **was scheduled** with the LCRBDC and the COE **on December 3rd, 2002,** including the Ironwood stormwater pumping station. **(Cancelled due to weather.)**
   - Final quantities for fill **have been** tabulated so costs can be determined.
3. LCRBDC awaiting as-built drawings.

STATUS (Stage III) Chase to Grant Street:

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

STAGE III Drainage Remediation Plan:

1. COE estimates approx. $1 million to do this work. $800,000 for ditches and pumps, $50,000 to engineer an 18,500 GPM pump station West of Grant St. 7 remainder toward work with the City of Gary.
2. The scope of this project is to include the following:
   A. Lift stations West of Grant to remediate drainage problems due to Stage III construction.
   B. East Reach remediation life station for interior drainage.
   C. Extending the combination sewer, East of Grant St., North to our line of protection.
3. Bids were opened on September 10th, 2002, and it appears Dyer Construction is the successful bidder. **Bonds from the contractor have been received.**
   - The government estimate is $1,695,822 and the low bid came in at $1, 231,845 (this is $463,977 under estimate).
   - The COE **awarded the contract on** September 30th, 2002 and construction will start in the spring of 2003.
4. A memo was sent to the COE on September 17th, 2002, asking them to provide pertinent information to NIPSCO in order that they may engineer the electrical services. (see item #1)
   - LCRBDC also requested information from the COE on what our local share of $168,000 would be for this project is primarily to remediate drainage problems caused by the COE when they cut the field drain tiles during Stage III construction. (see item #6)

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

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

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

1. Dyer Construction was low bidder. Given 450 days to complete
   - Current contract amount - **$4,285,345**
   - Original contract amount – **3,862,737**
   - Amount overrun - **$422,608 (11%)**
2. An inspection needs to be facilitated with Dyer Construction/COE/LCRBDC.
3. **Awaiting as-built drawings.**

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

1. Dyer Construction – 95% complete.
   - Current contract amount - $3,329,463.66
   - Original contract amount - $2,473,311.50
   - Amount overrun - $856,152 (34%)
2. The North Burr St. stormwater pumping station has been completed.
   A. A memo was sent to the COE on September 17th, 2002, requesting their consideration to add some minor items to the contract. This will be incorporated into the Stage III remediation contract.
3. **Awaiting as-built drawings.**

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

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

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

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

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

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

STATUS (Stage V Phase 1) Wicker Park Manor:

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

STATUS (Stage V Phase 2):

1. This project will be on hold for future utility coordination as well as land acquisition until money is available.
   - Tentative schedule for this project is for advertisement in December, 2005, construction start in Spring of 2006, and completion in the Fall of 2007.
2. INDOT drainage issues at Indianapolis Boulevard and the Little Calumet River.
   A. An on-site meeting with the COE, LCRBDC, INDOT, Highland, and North Township was held on October 7th, 2002 to review their drainage proposal.
   B. INDOT agreed to allow a "window of opportunity" to let the locals provide hydrology information. There may still be an opportunity to have a joint pump station if the boards approve money.
      - **We received a copy of the letter Highland sent to INDOT providing hydrology information for their impacted area – much of which was provided by the Army Corps.** 1-2
   C. INDOT anticipates that this project will have a March, 2003 letting, and a construction completion near the end of 2004.
   D. A letter was sent to the project manager of the consulting engineering firm for INDOT on November 22nd, 2002, and enclosing property identification maps for their use. 3
3. **A letter was sent to Cardinal Services on November 27th, 2002, enclosing the most recent engineering drawings for Stage V-Phase 2 as per their request on November 19th, 2002.** 4
4. **E-mails were sent back and forth with United Consulting Engineers regarding easements in the Pump Station/Drainage Area.** 5-7

STATUS (Stage V Phase 3) Woodmar Country Club:

1. Refer to Land Acquisition report for status of appraisal process and revised schedule.
   - The current schedule shows a March 2006 advertising date. This date is due to lack of funding. The construction sequence due to hydrology will push construction back in the schedule.
2. This project will be done after all other construction between Cline Ave. and Northcote is completed due to hydrology concerns with installing the control structure as part of the project.

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

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

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

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

STATUS (Stage VII) Northcote to Columbia:

1. The final contract with 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 sent a letter to the COE on February 1st, 2000 with comments to their 75% submittal indicating a number of concerns and requesting another review opportunity prior to the 100% review. (ongoing)
   - The COE anticipates we should be getting the 100% drawings for review and comment no later than the end of 2002. (ongoing)

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

1. The A/E award was given to SEH (Short, Elliot & Henderson, Inc.)
   - This project is currently terminated due to funding constraints.

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

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

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

1. Bids were opened on September 17th, 2002, and Renewable Resources, Inc. (from Barnesville, Georgia) is the successful bidder.
   - The government estimate is $1,017,082 and the low bid came in at $921, 103 (this is $95,979 under the estimate).
   - The bid has been reviewed and the COE awarded this contract on September 30th, 2002, with a construction start scheduled for the Spring of 2003.
   - An e-mail was sent to the COE on October 23rd, 2002, questioning the scope of work changes when this project was re-bid. COE said earth work was eliminated as well as the 5 year O&M for the plantings. The O&M will be advertised under a separate contract. (refer to item #2)

2. We received a letter from the COE on May 14th, 2002, requesting that we make our 198 acres between Chase and Grant available for hydric soil to meet IDEM requirements.
   - LCRBDC currently is investigating other properties we own for hydric soils outside the line of flood protection.
3. A pre-construction meeting was held with the COE, LCRBDC, contractor, utilities, and the City of Gary on October 28th, 2002.

Landscaping – Phase II (East Reach):

1. This landscaping contract will include all completed East Reach construction – engineering is ongoing.
2. COE anticipates submittal for review in Spring of 2003, contract award late Summer 2003, and Fall start in 2003.
3. **A meeting was held with the COE and their landscape architect (Doris Sullivan – St. Paul COE District) on December 5th, 2002 to review and discuss scope of work.**

West Reach Pump Stations – Phase 1A:

1. The four (4) pump stations that are included in this initial West Reach pump station project are Baring, Walnut, S. Kennedy, and Hohman/Munster.
2. Low bidder was Overstreet Construction. Notice to proceed was given on November 7th, 2000 – 700 work days to complete (Anticipated completion date is March 13th, 2003.)
   - Current contract amount - $4,810,825
   - Original contract amount - $4,638,400
   - Amount overrun - $172,425 (3.7%)
3. Baring started July 2001, Hohman/Munster in August 2001, and S. Kennedy and Walnut in September 2001. **Original anticipated completion was October 2002.** (Extended to March 13th, 2003.)

   Baring Pump Station
   - 36% complete
   - 2 pumps and motors **are being installed (ongoing).**
   - Discharge box modification work is continuing.
   - Standby pumps are installed and ready for operation if needed by HSD.
   - Underground electric service duct bank has been installed.
   - Sump pump is installed – **discharge piping needs adjustments.**

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

S. Kennedy Pump Station

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

Hohman/Munster Pump Station

- **73%** complete
- Electric installation 90% complete
- Ventilation ductwork is being removed and new ductwork is being installed.
- 2 additional pumps received have been installed (can be used as standbys)
- All new pumps and motors have been received and are in storage
- We received the last status report from the COE on **November 27th**, 2002 8-9

West Reach Pump Stations – Phase 1B:

1. The two (2) pump stations included in this contract are S.E. Hessville (Hammond), and 81st St. (Highland). Overall contract work is completed.
   A. A final inspection was held for both stations on September 18th, 2001. We received a letter that day listing key turnover items.
2. Thieneman Construction from Griffith, IN was the successful bidder.
   - Current contract amount - $2,120,730.12
   - Original contract amount - $1,963,400.00
   - Amount overrun - $157,330 (9%)
3. We received the last status report from the COE on **November 27th**, 2002. 8-9

North Fifth Avenue Pump Station:

1. The low bidder was Overstreet Construction
   - Current contract amount - **$2,420,534.93**
   - Original contract amount- $2,387,500.00
   - Amount overrun - **$33,034.93 (1.4%)**
   - Project is currently **65%** completed
   - Project completion date is March 17th, 2003.
   - **Modification #4 to add $3511.00 to the contract was received on October 29th, 2002** 10-12
   - **Modification #8 to the contract to increase money available for payment by $300,000 was received on October 28th, 2002.** 13-15
2. There are currently 10 pumps and all of these will be replaced with new and will be coordinated with the Town of Highland.
   - All pumps and motors have been delivered and are currently being stored on the job site.
3. We received the last status report from the COE on **November 27th**, 2002. 8-9
4. (4) pumps and motors have been removed.
   - Flap gates have been installed.

5. Exterior concrete work is complete, and the concrete for the South wet well and new trash rack are installed.
6. New mechanical trash rack has been delivered and is stored on site.
7. Demolition of old electrical continues and installation of new.

GENERAL:

FEMA RE-MAPPING:

- **A second coordination meeting was held with the County Surveyors' Office and the affected communities on November 12th, 2002. FEMA has information gathering ongoing and anticipates completion within 2-3 years. (To re-map the floodplain.)**
- **A letter was sent to May King on November 13th, 2002, re-emphasizing the importance of completing Burr St. II construction to fulfill FEMA requirements to remove Gary from the floodplain.** 16-17

NIES engineering, inc.

municipal, civil, environmental & transportation engineering

November 1, 2002

Mr. Keith Bryant
United Consulting Engineers and Architects
1625 North Post Road
Indianapolis, IN 46219-1995

RE: Highland, Indiana Drainage at Little Calumet River
- West of US Hwy 41

Dear Mr. Bryant:

Reference is made to an on-site meeting on October 7, 2002 with the US Army Corps of Engineers (USACE), INDOT, UCEA, Little Calumet River Basin Drainage Commission representatives, North Township representatives and Town of Highland representatives. The Town and USACE were asked to provide drainage area and flow calculation information for the area tributary to a ditch located west of the Tri-State Bus Terminal. On behalf of the Town of Highland, NIES Engineering, Inc. has reviewed information supplied by USACE and has comments as summarized hereinafter. A copy of information submitted by USACE is attached to this letter for reference.

Our approach to providing information on Highland drainage utilizes the USACE analyses plus a definition of the Highland tributary area utilizing the enclosed GIS topographic data for the area determination. The USACE analyses identifies an "upper" and "lower" tributary area of 0.10 sqmi (64 acres)and 0.33 sqmi (211 acres), respectively. Highland's determination of tributary area is shown on the enclosed topographic map and computes at 20.3 acres, part of which lies in the upper area and part in the lower area.

Having said that, we would like to point out that there is a significant difference between USACE's analyses and the Town's analyses on how much of the upper area is tributary. It is the Town's opinion that most of the upper area, except for the abandoned railroad bed, is not tributary. All of the upper area, from Ridge Road south to the abandoned railroad bed, currently drains through a 27-inch culvert crossing under the abandoned railroad bed and eventually to the 81st Street Stormwater Pump Station in Wicker Park Manor. We certainly know this is true for the 2,5 and 10 year rainfall events, but have not checked it for the 100 year event. We believe even the 100 year event would be contained in the detention area upstream of the 27-inch pipe, but we have not confirmed that at this time. USACE points out that it may be possible that water for a large rainfall event may overflow into the abandoned railroad ditch, but insufficient analyses has been done to either confirm or refute this opinion.

2421 173rd Street • Hammond, IN 46323-2132
Phone (219) 844-8680 • Fax (219) 844-7754 • E-mail nies@niia.net

/

If we assume that even the 100 year event in the upper area is contained and discharged only to the 81st Street Pump Station, then Highland's tributary area within the upper area would only be 3.2 acres and the total tributary area would be 3.2 acres + 211 acres = 214.2 acres. Utilizing USACE's calculations for volume accumulated behind the levee for a 100 year event and prorating accumulated volume based on tributary area, the following data is obtained:

- Total upper and lower tributary area = 214.2 acres
- Highland's tributary volume accumulated for upper area = 0.6 acre-ft
- Highland's tributary volume accumulated for lower area = 3.1 acre-ft
- Total volume accumulated from upper and lower tributary areas = 38.4 acre-ft

It is recognized that this is not a rigorous hydraulic analysis approach by the Town. The assumption on containment of the 100 year event behind the 27-inch pipe needs to be confirmed. If this assumption is correct, Highland's contribution to volume accumulated behind the levee would represent about 9.6% of the total volume accumulated.

Please do not hesitate to call if you have any questions or need additional information.

Yours very truly,
NIES Engineering, Inc.

Terrence J. Hodnik

Terrence J. Hodnik, P.E.
Principal

cc: Mr. John Bach
Mr. Imad Samara
Mr. Jim Pokrajac
Mr. Dennis Simala

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Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

November 22, 2002

Allen R. Egilmez, P.E.
Transportation Department Manager
United Consulting Engineers, Inc.
1625 North Post Road
Indianapolis, Indiana 46219-1995

Dear Allen,

As per your e-mail request of November 14th, 2002, I am enclosing copies of property delineation North of Ridge Road and West of U.S. 41 (Indianapolis Boulevard). I am also enclosing our Stage 5 property identification key map for that general area. I hope that if all pieces fall together that this information will prove to be helpful.

It is my understanding that you have received all of the information that you need to do necessary calculations for a re-design (and re-location) of your pump station which would then allow you to provide us with an approximate cost for the incremental difference to do this. As we discussed at our field meeting on October 7th, 2002, we need these costs to submit them individually, and separately, to both North Township and the Town of Highland. Our understanding is that the LCRBDC will submit this cost information to Highland and North Township who will then present it to each of their boards to get approval to move forward and to incorporate this revision into your upcoming contract.

We all appreciate INDOT's re-consideration to investigate the possibility of modifying your plans to help local municipalities with existing and/or potential landside drainage problems. After our flood control project is completed in this area, it would be a wonderful benefit to all adjacent parties.

If you have any questions regarding the enclosures, or if I may be of further assistance, please call me at (219) 763-0696.

Sincerely,

James E. Pokrajac

James E. Pokrajac, Agent
Land Management/Engineering

cc: John Bach
Greg Cvitkovich
Jim Flora
Bob Huffman
Imad Samara

3

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

November 27, 2002

Cardinal Services, Inc.
Attn: Mr. John Shoup, President
PO Box 14
Middlebury, Indiana 46540

Dear John,

As per our conversation of November 19th, 2002, I am enclosing copies of the most recent design from the Army Corps of Engineers for the construction South of the Little Calumet River, West of Indianapolis Boulevard, adjacent to the Tri State Coach Lines at 8144 Indianapolis Boulevard.

It is the intent of the design to construct a ramp down from the existing levee to the North of your parking lot and then construct concrete I-walls with sheet piling along the West side of your parking lot, which will take the place of the existing sheet piling and concrete blocks. At no time during construction will the level of protection be less than what currently exists. We will then cross over the ditch to the West of your property and then construct a concrete wall between Wicker Park and Woodmar Country Club.

The current Corps schedule projects initial request for land acquisition to begin in the spring of 2004, and the actual construction to begin in the spring of 2006. This schedule may vary depending upon the money availability for this project from the State Budget Committee. This contract extends from Kennedy Avenue to Northcote along both sides of the river.

Approximately 90% of the construction is completed between Cline Avenue and I-65. Our remaining construction from Cline Avenue to the Illinois state line will begin at Cline and work Westward in several construction segments due to hydrology impacts from Hart Ditch. Once all construction is completed all property owners currently in the floodplain will be removed when the FEMA re-mapping is completed.

If you have any further questions, or if we may be of further assistance, please call me at (219) 763-0696.

Sincerely,

James E. Pokrajac

James E. Pokrajac, Agent
Land Management/Engineering

/encl.
cc: Imad Samara, ACOE
Lou Casale, LCRBDC attorney

From: "Jim Pokrajac" <jpokrajac@nirpc.org>
To: <allene@ucea.com>
Sent: Thursday, November 21, 2002 2:10 PM
Subject: Re: US 41, Lake County, Property Owners

Allen,

I am forwarding what real estate information we have to you through the mail. I will be enclosing several sidwell maps at a scale of 1"=100' in the area north of Ridge Road and west of US 41 up, and past the Little Calumet River. I will also enclose an overall aerial of this area, referencing the sidwell maps at a scale of 1"=400'. Lastly, I will send our Stage 5 property identification key map that shows property owner, key numbers, and description. If you have any questions, need clarification, or if I may be of further assistance, please let me know.

Jim Pokrajac

----- Original Message -----
From: "Allen Egilmez" <allene@ucea.com>
To: <jpokrajac@nirpc.org>
Sent: Thursday, November 14, 2002 4:56 PM
Subject: RE: US 41, Lake County, Property Owners

> Jim,
>
> That is the area we are talking about. Essentially north and west of
Ridge
> Road and US 41 (Indianapolis, Boulevard) is the approximate drainage area
> for the group lift station. We need to create a base map of the property
> owners and property lines if INDOT decides to go ahead with the group lift
> station.
>
> Thanks again for your help.
>
> Allen
>
> -----Original Message-----
> From: Jim Pokrajac [mailto:jpokrajac@nirpc.org]
> Sent: Thursday, November 14, 2002 5:49 PM
> To: allene@ucea.com
> Subject: Re: US 41, Lake County, Property Owners
>
>
> Allen:
>
> We have some mapping available in this area but not all of what you need.
> Early next week, I will get additional Sidwell mapping from the county,

mark
> them up, and send them to you for your information. Just to confirm that I
> am getting the right area, are you referring to just those properties west
> of Indianapolis Blvd from the Little Calumet River to the Wicker Park golf
> course? Please let me know so I can complete this request at my earliest
> convenience. We do not have the capability to send you this information
> electronically; acccordingly, I will mail you marked up hard copies.
>
> I'm hoping that you have received all of the information that you need to
do
> necessary calculations for a re-design of your pump station and to provide
> an approximate cost for the incremental difference to do this. As we
> discussed at our meeting, we need these costs to submit them individually
to
> both North Township as well as the town of Highland. At that point in
time,
> they will both present this cost to their respective Boards to get
approval
> to move forward and to incorporate this revision into the new
construction.
>
> Once again, I appreciate INDOT's re-consideration to investigate the
> possibility of modifying your plans to help local municipalities with
> existing and/or potential landside drainage problems. If you have any
> questions regarding this request, please contact me.
>
> Jim Pokrajac
>
> ----- Original Message -----
> From: "Allen Egilmez" <allene@ucea.com>
> To: <jpokrajac@nirpc.org>; <littlecal@nirpc.org>
> Sent: Wednesday, November 13, 2002 12:54 PM
> Subject: US 41, Lake County, Property Owners
>
>
> > Jim,
> >
> > I know we talked about this before but please refresh my memory. I
> believe
> > you have the plat maps showing the property owners and property lines
> within
> > the drainage area of the group lift station. Am I correct in my
> assumption?
> >
> > If I am, could you please send us copies (or electronic if available) of
> the
> > plats including property owner names at your earliest convenience?
> >
> > Let me know if you need any additional information.
> >
> > Allen R. Egilmez, P.E.

From: "Little-Calumet" <littlecal@nirpc.org>
To: <allene@ucea.com>
Sent: Friday, November 08, 2002 2:38 PM
Subject: Re: US 41, Lake County, Group Lift Station

Dear Allen:

I talked with Bill Petrites at our November 7 Commission meeting regarding the easements you will be requiring for your project in and around the Tri State bus terminal area in Highland IN. Mr. Petrites indicated to me that both he and his father have already signed the easement agreements that you will need. However, if you need additional easements west of Indianapolis Blvd. to accommodate this new pump station, Mr. Petrites indicated that he would need to review the real estate requirements necessary for its installation. He agreed that he would sign any agreements as long as his drainage concerns would be addressed. If you have any questions regarding this information, please let me know.

Jim Pokrajac, Agent
Land Management/Engineering
Little Calumet River Basin
Development Commission

----- Original Message -----
From: "Allen Egilmez" <allene@ucea.com>
To: <jpokrajac@nirpc.org>; <littlecal@nirpc.org>
Cc: <JWRIGHT@indot.state.in.us>; <HPATEL@jsengr.com>; <RADAMS@indot.state.in.us>; <SNEZOVICH@indot.state.in.us>; <thodnik@niesengineering.com>; <ntto@aol.com>; "Burch, Todd" <TODDB@UCE.UnitedConsulting.com>; "Bryant, Keith" <KEITHB@UCE.UnitedConsulting.com>; "Richter, Dave" <DAVER@UCE.UnitedConsulting.com>
Sent: Monday, November 04, 2002 1:33 PM
Subject: US 41, Lake County, Group Lift Station

> Jim,
>
> One of the key issues we discussed during our field check on the group lift
> station was the fact that Mr. Petrites had to be a willing partner in the
> construction of the lift station as long as his drainage concerns were
> addressed.
>
> We were just following up to find out if any contacts with Mr. Petrites were
> made since the field trip. It is essential that this issue is resolved
> before any further decisions can be made regarding the lift station.
> At your earliest convenience, please notify our office as to what measures
> have been taken to date with Mr. Petrites.
>
> If you have any questions, please feel free to contact our office.
>
> Allen R. Egilmez, P.E.
> Transportation Department Manager
> United Consulting Engineers, Inc.
> 1625 North Post Road
> Indianapolis, IN 46219-1995
> Ph: (317) 895-2585
> Fax: (317) 895-2596
>

Project Progress Update: 11-27-02
Pump Rehab 1B Contract C-0035 (Thieneman Const.)
Contract - 100% complete and closed.

Pump Rehab 1A Contract C-0001 (Overstreet Electric Co.)
Current contract completion date: March 13, 2003.
Baring Ave Pump Station - 36%+- Complete.

1. The SWP-2 pump and motor has been previously removed and installation of the new pump continues. The motor will be installation will be at a later date.
2. Installation of new bar screen is complete.
3. New sump pump has been installed. Discharge piping needs adjustments made to ensure a proper installation.
4. Concrete discharge box modification work continues.
5. Two standby pumps have been installed are ready for operation, by Hammond SD, if needed.

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

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

Hohman/Munster Pump Station- 73%+- Complete.

1. Startup/testing/turnover of the new SWP-1 and SWP-2 pumps and motors has been previously completed.
2. DWP-2 startup/testing was recently performed. Numerous adjustments need to be made prior to training and turnover to Hammond SD. Removal of DWP-1 will occur after DWP-2 is commissioned.
3. No activity this month on new Ventilation ductwork.

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

1. Viking Engineering has removed and rebuilt three pumps (#1, #2, and #3). It has been determined that the incorrect impellers have been installed. These impellers will need to be removed and the correct impellers installed in order to meet the contracts pump performance requirements. Viking is has received the new impellers to replace the previously installed deficient impellers. Once new impellers are installed, factory testing of these pumps will be performed to ensure the specified performance criteria is achieved.
2. Concrete discharge box modification work is complete.
3. The old mechanical trash rack has been removed. Concrete modifications, to facilitate the installation of the new trash rack, are complete. A new mechanical trash rack has been installed and tested by the factory representative. Turnover of this equipment will not occur until Hammond SD employees are trained in the operation of the trash rack.
4. Very little construction activity, at this station, this month.

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

N.5th. Pump Station - 65%+- Complete. Current contract completion date: March 17, 2003.

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

N. FIFTH PUMP STATION - MOD. #4
SUPPLEMENTAL - MISC. STRUCTURAL CHANGES
ADD TO: $3511.00

CELRC-CO-S (1180-1-1q)

29 OCT 2002

LAST CONTRACT AMT. - $2,417,023.93
THIS MODIFICATION - $3,511.00
CURRENT CONTRACT - 2,420,534.93

MEMORANDUM FOR: See Distribution

SUBJECT: Contract No. DACW27-01-C-0008
Little Calumet River
North Fifth Avenue Pump Station Rehabilitation
Lake County, Indiana
Modification No. A00004 - Executed

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. A00004, under the subject contract.

2. Any questions concerning the enclosed items shall be directed to Mr. Robert Smolar at (219) 923-1763 or 1764.

Thomas A. Deja, P.E.
Area Engineer
Calumet Area Office

Enclosures

Distribution:

CELRC-TS-C-C (Complete Mod. File)
CELRC-TS-C-S (Complete Mod. File)
CELRC-CT (Complete Mod. File)
CELRC-PM-PM (Mod. Only) I. Samara
CELRC-TS-C-S (Mod. Only) Contract Binder
CELRC-TS-C-S (Mod. Only) R. Smolar
CELRC-TS-C-S (Mod. Only) R. Craib
✓ LCRBDC (Mod. Only) J. Pokrajac

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: Construction			PAGE OF PAGES: 1 | 3
2. AMENDMENT/MODIFICATION NO.: A00004	3. EFFECTIVE DATE: SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.: W81G6603115055	5. PROJECT NO. (If Applicable)

6. ISSUED BY — CODE

CHICAGO DISTRICT
111 North Canal Street
Suite 600
Chicago, IL 60606-7206

7. ADMINISTERED BY (If other than item 6) — CODE DACW23

USAED, Chicago (CO-S)
Calumet Area Office
906 Griffith Boulevard
Griffith, IN 46319

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Overstreet Engineering & Construction, Inc.
4220 N. Davis Highway Bldg. B
Pensacola, FL 32503

CODE — FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER

X DACW27-01-C-0008 NA

10B. DATED (SEE ITEM 13) 21 Feb 2001

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA
See Page 2.
Contract Amount Increased $3,511.00.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
52.0243-0004- CHANGES

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return original and 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract for N. 5th Avenue Pump Station at Little Calumet River, Indiana.
Reference No. R00008
SS008 FC-08.08 and FC-08.09
See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Don Fellon Vice President		Thomas A. Deja, P.E. Administrative Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 10/9/02	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 11 OCT 2002

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105-2

STANDARD FORM 30 (REV. 10-83)
PRESCRIBED BY GSA
FAR (48 CFR) 53.243

Contract No: DACW27-01-C-0008 NA
Reference No. R00008
Modification No: A00004
Contractor: Overstreet Engineering & Construction, Inc.
Contract Title: N. 5th Avenue Pump Station
Location: Little Calumet River, Indiana

D. CHANGE IN CONTRACT PRICE

Total contract price is increased by $3,511.00.

Unit Price Changes

CLIN No.	DESCRIPTION	QUANTITY	CHANGE IN UNIT PRICE	CHANGE AMOUNT
0006	New Flap Valves, Rehabilitate Pump Intake and Discharge Piping, and Removal of Piping from Float Tub	1.00 LS	$2,355.62	$2,355.62
0008	New Ladders Access Cover, Grating and Fiberglass Door	1.00 LS	$1,155.38	$1,155.38

Total Change Amount $3,511.00

Total contract price is increased by $3,511.00

E. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification.The contract completion date shall remain unchanged by this modification. The current contract modification date, as required by the original contract is March 17, 2003.

F. CLOSING STATEMENT

It is further understood and agreed that this modification constitutes compensation in full on behalf of the Contractor, and its subcontractors and suppliers, for all cost and markups directly or indirectly attributable to the changes ordered herein, for all delays related thereto, and for performance of the changes within the time frame stated. The total estimate amount of the contract is INCREASED $3,511.00 from $2,417,023.93 to $2,420,534.93.

In accordance with the special contract clause "CONTINUING CONTRACTS", funds are available only to the extent of specific amounts of the continuing contracts clause and other contract clauses the sum of $1,633,034.93 is reserved and available for payment.

N. FIFTH PUMP STATION - MOD. # 8
INCREASE FUNDING BY $300,000
(MONEY AVAILABLE FOR PAYMENT)

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

28 OCT 2002

TOT. AMT. NOW AVAILABLE - $1,933,034.93

MEMORANDUM FOR: See Distribution

SUBJECT: Contract No. DACW27-01-C-0008
Little Calumet River
North Fifth Avenue Pump Station Rehabilitation
Lake County, Indiana
Modification No. P00008 - Executed

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. P00008, under the subject contract.

2. Any questions concerning the enclosed items shall be directed to Mr. Robert Smolar at (219) 923-1763 or 1764.

Enclosures

THOMAS A. DEJA, P.E.
Area Engineer
Calumet Area Office

Distribution:
CELRC-TS-C-C (Complete Mod. File)
CELRC-TS-C-S (Complete Mod. File)
CELRC-CT (Complete Mod. File)
CELRC-PM-PM (Mod. Only) I. Samara
CELRC-TS-C-S (Mod. Only) Contract Binder
CELRC-TS-C-S (Mod. Only) R. Smolar
CELRC-TS-C-S (Mod. Only) R. Craib
✓ LCRBDC (Mod. Only) J. Pokrajac

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: Construction

PAGE OF PAGES: 1 | 2

2. AMENDMENT/MODIFICATION NO.: P00008 (FC-08.15) (SS009)

3. EFFECTIVE DATE: SEE BLOCK 16C

4. REQUISITION/PURCHASE REQ. NO.: W81G6603115055

5. PROJECT NO. (If Applicable):

6. ISSUED BY — CODE:

CHICAGO DISTRICT
111 North Canal Street
Suite 600
Chicago, IL 60606-7206

7. ADMINISTERED BY (If other than item 6) — CODE: DACW23

USAED, Chicago (CO-S)
Calumet Area Office
906 Griffith Boulevard
Griffith, IN 46319

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Overstreet Engineering & Construction, Inc.
4220 N. Davis Highway Bldg. B
Pensacola, FL 32503

CODE | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.:

9B. DATED (SEE ITEM 11):

10A. MODIFICATION OF CONTRACT/ORDER: X DACW27-01-C-0008 NA

10B. DATED (SEE ITEM 13): 21 Feb 2001

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA

See Page 2.
Contract Amount Unchanged

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X EFARS 52.232-5001 - CONTINUING CONTRACTS

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return original and _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract for N. 5th Avenue Pump Station at Little Calumet River, Indiana.
Reference No. R00009
SS009 Continuing Contract Funding -$300,000.00
See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR — (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Contracting Officer

16B. UNITED STATES OF AMERICA — BY — (Signature of Contracting Officer)

16C. DATE SIGNED: 18 Mar 02

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105-2

STANDARD FORM 30 (REV. 10-83)
PRESCRIBED BY GSA
FAR (48 CFR) 53.243

Contract No: DACW27-01-C-0008 NA
Reference No. R00009
Modification No: P00008
Contractor: Overstreet Engineering & Construction, Inc.
Contract Title: N. 5th Avenue Pump Station
Location: Little Calumet River, Indiana

12. ACCOUNTING AND APPROPRIATION DATA (Continued)

APPROPRIATION	WORK ITEM		CONTRACT CHANGE
		Total	$0.00

SEE ATTACHED APPROPRIATION REPORT

14. DESCRIPTION OF MODIFICATION (Continued)

A. SCOPE OF WORK

SS009 Continuing Contract Funding -$300,000.00

Continued Contract Funding - This modification increases the amount available for payment by the sum of $300,000.00.

B. CHANGE IN CONTRACT PRICE

Total contract price is unchanged.

C. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification. The current Contract completion date, as required by the Original Contract, remains 17 March 2003.

D. CLOSING STATEMENT

As provided by special contract requirements clause "CONTINUING CONTRACTS," this modification INCREASES the amount available for payment under this Contract by the sum of $300,000.00. Under the provisions of this clause and other Contract clauses, the sum of $1,933,034.93 is reserved and available for payment.

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $300,000.00 from $1,633,034.93 to $1,933,034.93.

CLIN 0001:

AB: 96 NA X 8862.0000 H6 X 08 2426 07325 96112 3200 0023XW was increased by $21,000.00 from $114,312.45 to $135,312.45

AA: 96X31220000 082426 32000023XV075325 NA 96112 was increased by $279,000.00 from $1,518,722.48 to $1,797,722.48

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

November 13, 2002

Honorable Scott King
Mayor of Gary
Gary City Hall
401 Broadway
Gary, Indiana 46402

Dear Mayor King:

I am writing you to follow up on previous conversations regarding the steps necessary to complete the Federal construction of the Little Calumet River Flood Control/Recreation Project in Gary and the resultant removal of Gary from floodplain designation. Several important things have occurred.

The Federal Emergency Management Agency (FEMA) has recently held two meetings in the office of the Lake County Surveyor precedent to initiating a project to remap all of Lake County for floodplain designation. The engineering firm of Fuller, Mossbarger, Scott & May, whose principal office is in Cincinnati, Ohio, has been contracted to perform the two year effort. Representatives of the various municipalities were invited and participated in the meetings. Of particular issue was how to deal with the City of Gary along the Little Calumet River. If begun today, FEMA would direct the consultant to still map Gary as in the floodplain due to the fact that the final Burr Street segment of levee south of the river is not yet financially committed. I objected because of the City's commitment to aid in finishing the final levee segment in a timely manner. Once these maps are produced, they will not be updated for a number of years at best. This would wrongly map Gary once the Burr Street levee is committed. With the study taking two years, we requested that the Gary stretch of the Little Calumet River be mapped the second year when financial commitments hopefully will be in place and the Corps of Engineers, Commission and State can "certify" full removal of Gary from floodplain designation by FEMA. In this scenario, no time is really lost and the maps produced will reflect accurately Gary areas fit for development from flooding.

A second compelling situation regarding Burr Street is a request by the Corps of Engineer, the Development Commission's federal project partner, to begin defining financial commitments. This will allow the preparation of construction plans/specifications to leverage the over $2.7 million Federal funds for 2003 Burr Street construction. The sooner and more definite a commitment can be made, the earlier construction can be bid.

The Corps of Engineers has also indicated a willingness to work with the City of Gary administration to maximize local participation in the construction contracts. This could include 8A contracts or other mechanisms available to assist local business/labor involvement. I have included the last Corps of Engineers letter concerning Burr Street for your information.

Based on these factors, we request a meeting to update coordination/commitments and to begin to develop the construction schedule. The meeting should probably include the City, Development Commission, Corps of Engineers, Congressman's office and perhaps State DNR. I would be happy to coordinate the meeting arrangements if this meets your approval.

Thank you for all your support in the past, and we look forward to bringing this needed project to a successful 2003 construction.

Sincerely,

Dan Gardner

Dan Gardner
Executive Director

/sjm
encl.
cc: Arlene Colvin, Chief of Staff, LCRBDC member

Committee Preference Selections
Year 2002

Land Acquisition/Management
Arlene Colvin (Chairperson)
Bob Marszalek
Curt Vosti

Project Engineering
Bob Huffman (Chairman)
Emerson Delaney
Mark Reshkin
Marion Williams

Legislative
George Carlson (Chairman)
Arlene Colvin
John Mroczkowski
Curt Vosti

Finance
Curt Vosti (Chairman)
Arlene Colvin
John Mroczkowski
George Carlson

Policy
George Carlson (Chairman)
Arlene Colvin
Steve Davis
Bob Huffman
John Mroczkowski

Environmental
Mark Reshkin (Chairman)
~~Emerson Delaney~~
Bob Huffman
Marion Williams

Recreation
Emerson Delaney (Interim Chair)
Steve Davis
Bob Huffman
Bob Marszalek
Curt Vosti

Marina
Bill Tanke (Chairman)
Emerson Delaney
Marion Williams
Steve Davis

Public Relations
Bob Marszalek (Chairman)
George Carlson
Curt Vosti

O&M
Huffman
Colvin
Tanke
Delaney
Davis
+ Marszalek

CALUMET AREA OFFICE
CONTRACT STATUS REPORT
1 OCT – 2 NOV 2002

CONTRACT NO:	DACW23-95-C-0071			CONTRACTOR:	RAUSCH		
DESCRIPTION:	STAGE II – PHASE 3B			PR & C N0.	959776		
		CONTRACT AMOUNT		CONTRACT COMPLETION		% COMPLETE	
C-S MGR:	GARCES	ORIGINAL:	$3,293,968.00	ORIGINAL:	-	SCH	ACT
C-S QA REP:	KARWATKA	CURRENT:	$3,477,249.66	CURRENT:	05 DEC 98	100	100
C-C MGR:	TURNER	OBLIGATED:	$3,477,249.66	SUBSTANTIAL:	05 DEC 98		
		EARNED:	$3,280,112.42	FINAL W/0 D.			

COMMENTS:
Scheduling final inspection with Local Sponsor.

Contractor reviewing next to last pay estimate which reflects final quantities

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

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

CONTRACT NO:	DACW23-95-C-0073			CONTRACTOR:	DYER CONSTRUCTION		
DESCRIPTION:	STAGE IV – PHASE 2A			PR & C N0.	759328		
		CONTRACT AMOUNT		CONTRACT COMPLETION		% COMPLETE	
C-S MGR:	GARCES	ORIGINAL:	$2,473,311.50	ORIGINAL:	-	SCH	ACT
C-S QA REP:	RUNDZAITIS	CURRENT:	$3,329,463.66	CURRENT:	29 SEP 01	100	100
C-C MGR:	TURNER	OBLIGATED:	$3,329,463.66	SUBSTANTIAL:	29 SEP 01		
		EARNED:	$3,329,463.66	FINAL W/0 D.			

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

Initiating Contract Closeout.

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

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

CONTRACT NO:	DACW27-01-C-0001	CONTRACTOR:	OVERSTREET ELEC. CO.
DESCRIPTION:	PUMP STA. 1A	PR & C N0.	015179

		CONTRACT AMOUNT		CONTRACT COMPLETION		% COMPLETE	
C-S MGR:	DEJA	ORIGINAL:	$4,638,400.00	ORIGINAL:	03 DEC 02	SCH	ACT
C-S QA REP:	CRAIB	CURRENT:	$4,810,824.79	CURRENT:	13 MAR 03	53	53
C-C MGR:	TURNER	OBLIGATED:	$2,837,572.29	SUBSTANTIAL:	-		
		EARNED:	$2,564,000.00	FINAL W/0 D.			

COMMENTS:
Contractor is continuing with submittals.

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

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

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

New mechanical trash racks have been installed at S. Kennedy & Walnut Ave.

Pump Station operators have been trained in the operation of mechanical trash rack.

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

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

A00007 (SS016) – Time extension Related to Union Picketing, 42 Calendar Days; Revised Required Completion Date is 24 April 2003. Preparing modification.

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

CONTRACT NO:	DACW27-00-C-0015	CONTRACTOR:	DYER CONSTRUCTION
DESCRIPTION:	STAGE IV – PHASE 1 SOUTH	PR & C N0.	476674

		CONTRACT AMOUNT		CONTRACT COMPLETION		% COMPLETE	
C-S MGR:	ANDERSON	ORIGINAL:	$3,862,736.65	ORIGINAL:	09 AUG 01	SCH	ACT
C-S QA REP:	KARWATKA	CURRENT:	$4,285,344.70	CURRENT:	16 NOV 01	100	100
C-C MGR:	TURNER	OBLIGATED:	$4,285,344.70	SUBSTANTIAL:	16 NOV 01		
		EARNED:	$4,285,344.70	FINAL W/0 D.			

COMMENTS:

A00001 work items added at PM-PM request nearly completed.

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

CONTRACT NO:	DACW27-01-C-0008	**CONTRACTOR:**	OVERSTREET CONST. CO.
DESCRIPTION:	PUMP NORTH 5TH AVE.	**PR & C N0.**	115055

		CONTRACT AMOUNT		**CONTRACT COMPLETION**		**% COMPLETE**	
C-S MGR:	DEJA	ORIGINAL:	$2,387,500.00	ORIGINAL:	17 MAR 03	SCH	ACT
C-S QA REP:	CRAIB	CURRENT:	$2,417,023.93	CURRENT:	17 MAR 03	67	67
C-C MGR:	TURNER	OBLIGATED:	$1,933,034.93	SUBSTANTIAL:			
		EARNED:	$1,620,000.00	FINAL W/0 D.			

COMMENTS:

Contractor preparing and submitting submittals.

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

New pumps have been delivered and are in storage.

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

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

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

A00004 (FC-08.08 Modify Existing Flap Valve Mounting Flange & FC-08.09 – Extend Access Ladder) $3,511.00 INCREASE and no time. Executed and Distributed.

P00008 (SS009) $300,000.00 Continuing Contract Funding. Executed and Distributed.

FC-08.04 – DELETE three (3) Ton Portable Gantry Crane. Negotiated and Preparing Mod.

FC-08.11 – Replacing corroded piping into wall on Pump Nos. 6 and 7. Reviewing proposal.

FC-08.12 – Revision from manholes & underground service to standard duct bank. Negotiated and preparing credit modification.

FC-08.13 – Passive vent relocation in wet well. Reviewing Contractor proposal.

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

A00005 (SS010) – Time Extension Related to Union Picketing, 51 Calendar Days; Revised Required Completion Date is 7 May 2003. Preparing Modification.

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

CONTRACT NO:	DACW23-95-C-0076	**CONTRACTOR:**	RAUSCH
DESCRIPTION:	STAGE II – PHASE 4	**PR & C N0.**	608714

		CONTRACT AMOUNT		**CONTRACT COMPLETION**		**% COMPLETE**	
C-S MGR:	GARCES	ORIGINAL:	$3,089,692.00	ORIGINAL:	-	SCH	ACT
C-S QA REP:	KARWATKA	CURRENT:	$4,186,070.75	CURRENT:	22 SEP 98	100	100
C-C MGR:	TURNER	OBLIGATED:	$4,182,688.98	SUBSTANTIAL:	22 SEP 98		
		EARNED:	$4,175,000.00	FINAL W/0 D.			

COMMENTS:

Contractor will complete punchlist soon. Scheduling final inspection with Local Sponsor.

Finalizing quantities on all unit priced items. Contractor provided final supporting data. TS-C-S and Contractor discussed. Awaiting Contractors response to point made.

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

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

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

CONTRACT NO:	DACWXX-XX-C-00XX	**CONTRACTOR:**	-
DESCRIPTION:	LITTLE CAL STAGE IV-PHASE 2	**PR & C N0.**	-

		CONTRACT AMOUNT		**CONTRACT COMPLETION**		**% COMPLETE**	
C-S MGR:	-	ORIGINAL:	-	ORIGINAL:	-	SCH	ACT
C-S QA REP:	-	CURRENT:	-	CURRENT:	-	-	-
C-C MGR:	-	OBLIGATED:	-	SUBSTANTIAL:	-		
		EARNED:	-	FINAL W/0 D.	-		

COMMENTS:

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

CONTRACT NO:	DACW23-02-C-0010	**CONTRACTOR:**	DYER CONSTR. CO., INC.
DESCRIPTION:	STAGE III REMEDIATION	**PR&C N0.**	%774112

		CONTRACT AMOUNT		**CONTRACT COMPLETION**		**% COMPLETE**	
C-S MGR:	GARCES	ORIGINAL:	$1,231,848.50	ORIGINAL	-	SCH	ACT
C-S QA REP:	KARWATKA	CURRENT:	$1,231,848.50	CURRENT:	-	-	-
C-C MGR:	-	OBLIGATED:	20,000.00	SUBSTANTIAL:	-		
		EARNED:	-	FINAL W/0 D.			

COMMENTS:

Bid opened 10 SEP 2002. Awarded. Received bonds. NTP issued 7 Nov 2002.

CONTRACT NO:	DACWXX-XX-C-00XX	**CONTRACTOR:**	-
DESCRIPTION:	LITTLE CAL STG. VIII	**PR & C N0.**	-

		CONTRACT AMOUNT		**CONTRACT COMPLETION**		**% COMPLETE**	
C-S MGR:	-	ORIGINAL:	-	ORIGINAL:	-	SCH	ACT
C-S QA REP:	-	CURRENT:	-	CURRENT:	-	-	-
C-C MGR:	-	OBLIGATED:	-	SUBSTANTIAL:	-		
		EARNED:	-	FINAL W/0 D.			

COMMENTS:

Design Ongoing.

CONTRACT NO:	DACW23-02-C-0011	**CONTRACTOR:**	RENEWABLE RESOURCES
DESCRIPTION:	MITIGATION	**PR & C N0.**	%250858

		CONTRACT AMOUNT		**CONTRACT COMPLETION**		**% COMPLETE**	
C-S MGR:	GARCES	ORIGINAL:	$921,102.68	ORIGINAL:	11 JAN 04*	SCH	ACT
C-S QA REP:	LEE	CURRENT:	$921,102.68	CURRENT:	-	-	-
C-C MGR:		OBLIGATED:	$ 50,000.00	SUBSTANTIAL:	-		
		EARNED:	-	FINAL W/0 D.	-		

COMMENTS:

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

NTP issued and acknowledged 7 NOV 02. Conducted Pre-Con. Contractor preparing submittals.

LAND ACQUISITION REPORT
For meeting on Wednesday, December 11, 2002
(Information in this report is from October 31, 2002 – December 4, 2002)

STATUS (Stage III) – Chase to Grant:

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

STATUS (Stage III) – REMEDIATION
Pumping west of Grant Street

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

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

1. WIND permanent easement needs to be signed.
   - We received a letter from the WIND attorney on September 11th, 2002, requesting proposed easement language for them to review.
   - **The appraisal will be completed after appraisals in the Kennedy Industrial Park and Hobart Marsh areas are finished.**

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

1. The tentative schedule for this project as of October, 2002 is for advertisement in December 2005, construction start in spring 2006, and completion in the fall of 2007.
2. Wicker Park appraisal is currently under COE review. Additional appraisal and a tree survey may be needed.

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

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

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

1. We received an appraisal for the Burger King property west of Cline Avenue in the amount of $90,000. This was sent to the COE chief appraiser to review on August 7th.
   - We presented this preliminarily to the COE on July 26th for design re-considerations that could save considerable money on project costs. (Awaiting COE review)
2. **COE appraisal reviewer Greg Dorward was here October 12 & 13 to meet with appraisers and field visit the Highland properties and Kennedy Industrial Park. Both appraisals need some revisions and offers should be completed by end of December.**

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

1. We had a meeting with the COE on July 17th, 2002, to review coordination, design, and real estate for Stage VI-2. In a phone conversation on August 27, 2002, COE indicated they are modifying their contract with RANI Engineering and will probably have drawings complete by mid-September.

2. **LCRBDC received real estate drawings to review on November 13. Anticipate comments to COE from LCRBDC and the town of Highland no later than December 6.**
   - **Note that the COE has not completed engineering and that the LCRBDC, utilities, and the town of Highland need to comment once they receive these drawings**
   - Acquisition deadline of October 1st, 2003, may not be met due to continued delays. Appraisals can't be assigned until drawings are available. (See Real Estate meeting results.)

STATUS (Stage VII) – Northcote to Columbia:

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

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

1. The Corps has put Stage VIII on hold. At the October 29th, 2002 Real Estate meeting, LCRBDC was informed that the contract with SEH has been terminated. Stage VIII is a few years in the future and engineering would have to be re-done. (See Real Estate meeting results.)

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

1. Acquisition deadline is currently on hold. Existing offers will be paid, however, no new offers will be sent. Burr Betterment levee is not creditable.
2. A letter was sent to the COE on September 25th, 2002, along with legal descriptions for the (2) NSRR easements requesting confirmation that these are current and have not been modified. (ongoing)
   - If they are current, we can proceed with preliminary work on all NSRR permanent easement wording without charging this betterment levee expense.

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

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

IN-PROJECT MITIGATION:

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

HOBART MARSH MITIGATION:

1. **TA-DA! The Kim offer is sent. Our first offer in the Hobart Marsh area was mailed certified on 11/27/02. Dr. Kim will review the offer with his co-owners and attorney and contact LCRBDC.**
2. **Notes from the Technical Review meeting on Hobart Marsh acquisitions were approved by participants DNR, COE, LCRBDC and TPL.**

1-4

3. **Paperwork for M-3 was sent to Mike McCurdy, Project Manager of TPL, on 11/14/02. TPL will contact owner for an option on the land.** 5

4. **Letters are being sent to Hobart Marsh landowners asking for permission to access their land for an appraisal. Some are not responding, while landowner George Froman, M-8, refused access (M-8 equals 40 acres)** 6-8

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

Notes on the Hobart Marsh Technical Review Meeting
Held Thursday, 7 November 2002 at 10:00 am.

Attendees:

Corps	DNR	LCRBDC	Trust for Public Land
Greg Moore	Nick Heinzelman	Dan Gardner	Mike McCurdy
Chrystal Spokane	John Bacone	Steve Davis	
		Judy Vamos	
		Jim Pokrajac	
		Lorraine Kray	
		Lou Casale	

The meeting began at 10:10 am. Opening remarks about the meeting were by Dan Gardner, Judy Vamos, and Jim Pokrajac. Attendees were invited to express their concerns. Greg Moore of the Corps objected to having Don Ewoldt of LEL sit in on the meeting. After discussion about whether or not the meeting date was or should have been published Mr. Ewoldt left the meeting. Lou Casale explained that the purpose of the meeting was to ask the Corps to send a new directive to obtain properties in the Hobart Marsh for mitigation. The Corps is LCRBDC's partner and the first directive issued in January 2001 listed SHEF properties. It is out-of-date and needs to be update. Chrystal Spokane agreed that it was time to update the Corps directive (letter) about acquiring mitigation land in the Hobart Marsh.

Judy explained that the DNR and Corps each have a list for Hobart Marsh acquisitions and the two lists do not match. Additionally, the DNR real estate map, provided by Sandy O'Brien, a Hobart Marsh area environmentalist, does not have adequate project boundaries. Jim has drawn legals for the eleven remaining properties to be given to Trust for Public Land (TPL) and today's meeting is to focus on each acquisition and make decisions about land acquisition. LCRBDC also needs to know the location of hydric soils on each parcel. Judy said it's important to know in case we don't acquire all the area of a given parcel. Greg Moore explained that if all the numbers are not met in the Hobart Marsh area, mitigation can still come back to LCRBDC lands. The meeting today is also to make decisions about eliminating structures on properties to prevent problems like the one that happened on the Kim property.

Jim mentioned that all legals were based on information obtained from Sidwell mapping, title and/or various plat information. Field surveys were not performed; however, several properties were "wheeled off" to determine general locations. Professional surveys were not obtained in order to save project money. The legals are titled "Preliminary Plat Identifications" and formal surveys to determine the actual amount of acreage will be performed before closings with interested sellers.

The first three acquisitions listed on the DNR list will be acquired by LCRBDC. The remaining eleven (4 through 14) will go to TPL.

/

TRACTS:

M-1: owner Howard Hee Han Kim. DNR map states 73 acres; Preliminary Plat Identification (PPI) calculated to 65 acres. Two (2) acres were backed out for structures (house and barn) leaving a final 63 acres to acquire. The first appraisal was approved then a mistake was discovered. Corps Reviewer Greg Dorward requested a second appraisal (a before and after summary report) which will be completed and sent to him for review the week of 18 November 2002. Greg Dorward has told Judy he will review the appraisal immediately. The offer will be made excluding the two structures, however, if the owner insists, Greg Moore said we could purchase the house and barn and use it for storage or maintenance. If tenant relocation is necessary Chrystal said the relocation is project related and it would be creditable. It was suggested to give this one to TPL, however, the owner has been dealing with Judy and it might be confusing. Agreed to let LCRBDC make offer.

M-2: owner Denise Brinson (Nozrik). DNR map states 60 acres in three parcels; PPI calculated 62 acres (±). Parcel 2 will be backed out due to owner's negotiations with Save-the-Dunes for a 10 acre donation. LCRBDC offer will be for 52 acres. Dan has spoken with Dunes President Tom Anderson. He's amenable to transferring the land to LCRBDC for mitigation. Ms. Brinson's attorney has written to Judy that Ms. Brinson may want to keep Parcel 1 with frontage on Liverpool Road for future development.. LCRBDC needs to know the hydric soils location. John and Greg agreed that 50% of the hydric acres are in Parcel 1 and Judy might appeal to the owner to keep only that portion close to the frontage on Liverpool Road for development. We need to acquire as much land as possible. Parcel 3 needs a roadway access and it was agreed to purchase and credit the 20 ft. strip (Parcel #4).

M-3: owner Barbara Fadell. DNR map states 42 acres; PPI calculated to 50 acre, more or less. Appraisal has been completed and the offer is ready to be made. Agreed to give the information to Mike for TPL to make an offer for the option. Appraisal for $186,000. Nick inquired as to why LCRBDC is not making an offer here? Dan explained that the Kim property is a better acquisition because it's adjacent to the National Lakeshore area and LCRBDC has only enough money ($250,000) to make the Kim offer as the first one. If Kim refuses Fadell (M-3) is next.

M-4: owner Milan and Violette Bundalo. DNR map states 20 acres; PPI calculated to 30 acres (±). Owner wants 6 acres backed out for his children. They may decide to build. Agreed to make the offer for 24 acres. Judy also explained that she and Jim had met with Mr. Bundalo and he stated that other properties in the area had sold for $10,000 an acre and that the National Lakeshore had "robbed" him of 10 acres to the south in their condemnation action. Owner may be unwilling seller.

M-5 West: (DNR map states 15 acres; PPI calculated to 14.4 acres, more or less).
M-6 East: (DNR map states 36 acres; PPI calculated to 36 acres, however PPI was not completed due to landowners's negative response for an appraisal.). Owners of both parcels are Norman and Lorraine Berndt: Judy explained that she called Mrs. Berndt to ask permission for access to the property so measurements could be obtained for the legal drawing. Mrs. Berndt said she didn't want to sell.

Mrs. Berndt will allow no access to her property and threatened to call the police if we come onto her property. She said the "Shirley" people (SHEF?) had offered to buy her land. She said, "Their offer was way too low." "I know what my property is worth and you're the state and you won't pay it." Agreed that Judy will send the property owner a letter restating the conversation and asking for written documentation that she refused access for measurements for an appraisal. Judy stated that she will send out an introduction letter and the appraisal right-of-way form to each landowner as well as make a personal phone call.

Additionally, John and Nick think the DNR may have previously purchased land from the Berndts, probably west of the M-5. They will mail information (title work, tax cards, etc.) to Judy on any previous sales to DNR by the Berndts.

M-7: owner Mandon-Julian. DNR map states 15 acres; PPI calculated to 18 acres (±). The property is landlocked. Sidwell mapping indicates there is a roadway access to Liverpool Road on the west. Agreed to identify and contact the owner for acquisition. If the owner appears interested additional information will be needed to complete the PPI. Roadway will be creditable according to the Corps.

M-8: owner George Froman. DNR map states 40 acres; PPI calculated to 40 acres. On the legal drawing Jim has backed out three (3) acres for improvements (house, barn, trailer, outbuildings). The PPI shows a remainder of 37 acres for acquisition. Judy called the owner and left messages but no return response. Agreed to continue with acquisition procedure.

M-9: Kathryn Price. DNR map states 17 acres; PPI calculated 17.6 acres. Judy reported no contact with the owner yet. Jim found on the Sidwell that the property has already been subdivided for possible future housing development. Landowner may be an unwilling seller. Agreed to continue acquisition process.

M-10: owner New Bethel Church. DNR map states 14 acres; PPI calculated to 13.7 acres, more or less. Property appears vacant on Sidwell and was bought by the church in 1999. Agreed to have Judy continue with acquisition.

M-11: Which two properties between McCloskey and 49th? DNR list suggests acquisition of two properties between McCloskey and 49th, actually west of Liverpool Road and north of 49th Street. Four properties appear on the Sidwell. Which two properties? John thinks the Sammy and Skomas properties may be the ones, however, Judy reported that the Sammy tract has been purchased by SHEF. If SHEF used federal funds the tract can't be credited toward the mitigation project. Agreed to continue acquisition on the Skomas property. Discussed if the other two lots are available? John mentioned that he thought the only parcel available is the 5.7 acres directly west of the Froman property. He thinks DNR has purchased previous

tracts and again will send any DNR information to Judy. She will research the surrounding tracts, especially the 5.7 acres (it's 1/3 hydric soil) on the east next to Forman and the one on the west. Also agreed to have Judy research for the new owner of the Butler 10 acres north of Sabo Nursing Home, west of Fadell. Discussion about whether or not LCRBDC will get credit for the DNR owned Butler tract or any DNR tract. Agreed that LCRBDC may still get mitigation credit but having an appraisal completed and receiving monetary credit would have to be decided.

M-12: owner Sykes Trust. DNR map states 80 acres; PPI calculated to 86 acres (±) after backing out 2 acres in the northwest ¼ of the lot to eliminate existing structures. LCRBDC needs to acquire the 19 acres directly north of the site. DNR thinks it's owned by the same trust. Agreed that the 19 acres should also be acquired. Judy will identify and proceed.

M-13: owners Chorak/Crossk. DNR map states 14 acres; PPI calculated to 14.49 acres (±). This property has a For Sale sign on it. Agreed to proceed with acquisition.

M-14: owner Sarah Bailey as Successor Trustee. DNR map states 15 acres; PPI calculated to 53 acres (±) with 31.5 acres west of I-65. Also, there's a tower in the northeast corner of the 31.5 acre piece. Discussion as to whether or not to eliminate the 31.5 acres, which is accessible by 53rd Avenue under the I-65 overpass. Preference is to eliminate it, but acquire it if we don't have many willing sellers and if the landowner insists on including it as part of the acquisition. The west of I-65 tract has only ¼ hydric soil acre.

CONCLUSION:

Dan will call the City of Hobart and schedule a meeting with Denarie Kane, Planning Administer, to discuss any future plans Hobart has for improving the infrastructure (sewers?) in the Hobart Marsh area.

John and Nick restated that they will mail to Judy any information about DNR previously acquired lands in the Hobart Marsh area. Nick has also brought the signed MOA to the meeting for Lou. Chrystal will draft a letter from the Corps reiterating all the points discussed this morning and fax it to everyone for concurrence.

Judy will assemble Lorraine's notes and fax it for everyone's records also. Mike asked Judy to send him information on M-3, the Fadell property, and TPL will start their acquisition process. The LCRBDC will then acquire only the first two properties on the list, the Kim and Nozrik tracts. Agreed.

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

14 November 2002

M-3

Mr. Mike McCurdy, Project Manager
Trust for Public Land Chicago Office
53 West Jackson Boulevard Suite 632
Chicago, IL 60604

Dear Mike,

RE: M-3 owner Barbara Fadell. The first parcel for an option-to-purchase in the Hobart Marsh area for the Little Calumet River Flood Control and Recreation Project.

Thank you for attending our meeting on 7 November 2002 to discuss the mitigation parcels needed in the Hobart Marsh area for the Little Calumet River Flood Control and Recreation Project.

As I stated I would at the meeting I'm mailing you the Army Corps of Engineers approved appraisal, title work, and other pertinent information you may need to visit this landowner, Ms. Barbara Fadell, number DC-M-3, in order to make an offer for an option-to-purchase. If you need more documents, please contact me at 219-763-0696 and I will mail them immediately.

I wish you good luck in your efforts and thank you for your cooperation.

Respectfully,

Judy Vamos

Judith (Judy) Vamos
Land Acquisition, LCRBDC

DNR Indiana Department of Natural Resources

Frank O'Bannon, Governor
John Gross, Director

M-8
example - this letter was mailed to all Hobart Marsh landowners. JV. 11-19-02

19 November 2002

George L. Froman, Trustee
418 South Liverpool road
Hobart, IN 46342

Dear George L. Froman:

RE: Acquisition of acreage in the following parcel:
SE NE S.35, T.36, R8 40 acres (from tax card)
(SE ¼ of the NE ¼ of Section 35, Township 36 North, Range 8 West, 40 acres)
Key # 27) 17-0037-0009

The Indiana Department of Natural Resources and the Trust for Public Land, a national non-profit land conservation organization which assists public agencies in acquiring land of historical, natural, or cultural importance, is interested in making you an offer for certain acreage you own in the vicinity of Liverpool Road in Hobart, Indiana. The land is described above. The property would be kept as a natural preservation area and the offer would be based on a fair market value from an appraisal. We are interested in acreage only. There would be no relocations or condemnations.

Could we please have your permission for an outside contract appraiser to access your property to complete an appraisal? The appraiser would inform you of the date and time for a visit to your property and you have the right to accompany him/her. The offer would come soon after the appraisal is reviewed. Would you please sign (either permission or refusal) and date the attached Appraisal Right-of-Entry form and return it to me in the self-addressed stamped envelope?

If you have any questions about this letter please call me at 219-763-0696. I am happy to speak with you. I send my thanks for your attention to this matter.

Respectfully,

Judy Vamos

Judith (Judy) Vamos, Land Acquisition Agent
Department of Natural Resources

Enclosures:

DNR Indiana Department of Natural Resources

Frank O'Bannon, Governor
John Gross, Director

DEPARTMENT OF NATURAL RESOURCES

RIGHT- OF- ENTRY FOR AN APPRAISAL FOR # M-8

The Indiana Department of Natural Resources and Trust for Public Land is interested in making you an offer for certain acreage of your property. Land Value is determined by an appraisal; therefore, the Indiana Department of Natural Resources and Trust for Public Land hereby ask for your permission to access your land for an appraisal. The parcel(s) is described as follows

SE NE S.35, T.36, R.8 40 acres (from tax card)
Key # 27) 17-0037-0009
(Pt. SE ¼ of the NE ¼ of SEC.35, T36N, R8W containing approximately 40 acres ±)

Please date and sign only one of the following:

PERMISSION:
I do give my permission for the Indiana Department of Natural Resources and Trust for Public Land to access my property for an appraisal to determine fair market value.

(Date)_____

(Signature)_____

- OR -

REFUSAL:
I do not give my permission for the Indiana Department of Natural Resources and Trust for Public Land to access my property for an appraisal to determine fair market value.

(Date)_____

(Signature)_____

DNR Indiana Department of Natural Resources

M-8

Frank O'Bannon, Governor
John Gross, Director

RECEIVED 12/2/08

DEPARTMENT OF NATURAL RESOURCES

RIGHT- OF- ENTRY FOR AN APPRAISAL FOR # M-8

The Indiana Department of Natural Resources and Trust for Public Land is interested in making you an offer for certain acreage of your property. Land Value is determined by an appraisal; therefore, the Indiana Department of Natural Resources and Trust for Public Land hereby ask for your permission to access your land for an appraisal. The parcel(s) is described as follows:

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Key # 27) 17-0037-0009
(Pt. SE ¼ of the NE ¼ of SEC.35, T36N, R8W containing approximately 40 acres ±)

Please date and sign only one of the following:

PERMISSION:
I do give my permission for the Indiana Department of Natural Resources and Trust for Public Land to access my property for an appraisal to determine fair market value.

(Date)_____

(Signature)_____

- OR -

REFUSAL:
I do not give my permission for the Indiana Department of Natural Resources and Trust for Public Land to access my property for an appraisal to determine fair market value.

(Date) 11-28-2007

(Signature) George L. Fromm

LAND MANAGEMENT REPORT
For meeting on Wednesday, December 11, 2002

(Information in this report is from October 31 – December 4, 2002

A. **NON-PROJECT LAND MANAGEMENT**

Board voted approval at 9/5/02 meeting for completion of Phase II of Charles Agnew Handicapped Park, Playworld Systems representative has contacted River Forest Elementary School to coordinate installation this fall. Representative will supply samples of directional and safety signs for review.

B. Gleason Park-Driving Range

1. Construction started on April 15th, 2002, for the area East of the parking lot and North of 30th Ave. (Grading and seeding are currently completed.)
   - Grading and seeding have started for the practice holes West of the driving range and East of Harrison.
2. **We received an invoice from Gary Parks and Recreation on October 23, 2002, in the amount of $224,395.40. This invoice is for the full balance remaining.**

C. Lease Agreements

1. **VILLAGE SHOPPING CENTER**

   LCRBDC received title work for the Village Shopping Center on September 18, 2002. Review ongoing.
   - R.W. Armstrong sent a memo on August 15th, 2002, indicating that the new, proposed 24" line did not include flow from the Village, and that the 96" sewer on the East side of Grant Street would need a determination from the city.
   - **DLZ is working with the recorder's office to get a copy of the deed for the drainage easement South of 35th Street. (ongoing)**
2. **CHASE STREET FARM STAND**
   - **A letter was sent to the Witvoets (lessees) on October 21st, 2002, indicating the increase in rent effective January 1st, 2003, and that a revised lease agreement with an escalation clause will be sent to them prior to January 1st.**

D. Disposition of Property

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

PROJECT RELATED LAND MANAGEMENT

A. O&M Committee (ongoing issues)

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

1. **At the November 13th, 2002 Board meeting, we received positive responses from Arlene Colvin, Steve Davis, Emerson Delaney, Bob Huffman, and Bill Tanke to be on the newly formed O&M Committee.** 3
   - **A meeting will be set up in December, 2002, to review costs and commitments for all O&M tasks.**
2. The LCRBDC agreed that we would initially inspect and accept the projects on an individual basis to relieve the contractor of his obligations. However, we will require a procedure to mutually sign off with the COE to accept O&M responsibility. (COE is currently working on this procedure.)
   - **An inspection was scheduled with the COE and their contractors on December 3rd, 2002, for levee segments II-4 (Broadway to MLK – South side of I-80/94, all construction North of I-80/94), II-3B (Harrison to Georgia – South levee), and IV-1 South (Cline Ave. to Burr St. – South of Norfolk Southern RR.) Cancelled due to weather – will be re-scheduled.**
3. **A letter was sent to the COE on October 3rd, 2002, reminding them of the importance of getting these issues resolved as well as to address a new question of whether an EPA discharge permit may be necessary for the project.**
   - **We received a response from the COE dated November 6th, 2002, regarding the outstanding Gary Sanitary District issues to be resolved and sent it to the City of Gary, and Greeley and Hansen on November 27th, 2002.** 4-6
4. LCRBDC is currently working on O&M responsibility tables to establish each task and who will do each item.
   - A spreadsheet for Gary has been completed that shows all tasks, frequency of tasks, and locations. Costs and quantities for (5) completed segments have been completed for the East Reach.
   - **LCRBDC presented a condensed version of the COE Operation and Maintenance Manual dated December 1997 (yellow cover) to all commissioners at our November 7th, 2002 Board meeting.** 7-8

B. Emergency Management/River Monitoring

1. LCRBDC has reviewed COE mapping which shows locations of road closings, sandbagging, and emergency response locations. A plan to coordinate each community flood event response has been obtained by the LCRBDC and submitted to the COE to be incorporated into the final O&M submittal.
2. An e-mail was sent to the COE on October 16th, 2002, requesting they investigate information on elevations for sandbagging requirements at the Clark St. bridge.
   - It was brought to our attention by the Lake County Highway Dept. that this bridge will be re-habbed. Scheduled Fall, 2003, advertising & Spring, 2004, construction. They may be able to raise the deck to eliminate sandbagging during a flood. **(ongoing)**

C. Portions of West Reach pump stations in Hammond and Highland have been turned over to their respective communities. Representatives of the Hammond and Highland Sanitary Districts have inspected these facilities with the COE and contractor and signed off as owner.

1. The Inter-Local Agreement with the town of Highland has been signed, and recorded, for the 81st Street & North 5th Avenue Pump Stations.
2. A memo was sent to Lou Casale on September 9, 2002 requesting a similar agreement be put in place with the Hammond Sanitary District for the S.E. Hessville Pump Station. (ongoing)

General Items

1. A letter was sent to the COE on April 8th, 2002, regarding the use of a controlled burn for completed levee segments along with information from IDEM. We feel a controlled burn is the best method of enhancing the growth of our native grasses and landscaping. (Still awaiting a response as of **December 3rd**, 2002.)
2. **We have three vacant houses in the Burr Street Betterment levee area (Burr Street is not creditable). The houses need to be demolished. On October 24, 2002 the house at 3308 Burr Street burned down, causing damage to the adjacent homeowner. Fortunately, no one was hurt. The attorney forwarded the claim to our insurance company. We had asked the State for a special exemption to allow us to pay for demolition of the houses, but received no approval. The adjacent homeowner is planning to attend the 12/11/02 Commission meeting.** 9-11
3. **INDOT is planning lane expansions on I-80/94. They may be using our property, or our easements on Gary property, between Georgia Street and MLK. See 12/2/02 letter to John Heshelman of the consultant surveying company.** 12-13

COMMERCIAL *advantage*

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Mr. Louis M. Casale, Atty.
9223 Broadway
Merrillville, In 46410

October 10, 2002

Re: Little Calumet River Basin Comm

Dear Lou,

Sometime ago you mentioned that the Little Cal Commission had excess real estate and you might need some assistance in disposing of it. I am working with John Tubbs at Commercial Advantage and we are trying to put together a large parcel for industrial development in Gary to bring jobs and create addition assessed value to the city. In our investigation we find that the Little Calumet River Basin Commission is the owner of two parcels in our target area. Each parcel is 17.965 acres. The key Numbers are 25-40-0054-0020 and 25- 40-0054-0021. It is our intent to combine these parcels with other adjacent parcels into a project area of 120 plus acres and find an industrial park developer. We have talked to a few such developers and there is some interest.

Could you look into the possibility of listing these properties and describe the process that the commission must go through to sell excess land. Please consider whether options could be used as the developers will want to enter into options to allow them to enter into contractual relationships with all owners in the designated project area. Any information concerning flood plain, wetland, soil condition, restriction, etc would be helpful. Copies of old title work would also be helpful.

I am going to be out of town for several weeks but I will be calling my home, and my offices to check on calls from time to time. I appreciate your consideration of this request and hope we could assist you and your client to achieve mutual goals.

Very Truly Yours,

William B. Davis
Attorney & Agent

10200 BROADWAY CROWN POINT, IN 46307 TEL • 219.661.6425 FAX • 219.661.6430
407 S. DEARBORN, STE. 1040 CHICAGO, IL 60605 TEL • 312.341.1154 FAX • 312.341.1178

Memorandum

To: Lou Casale

From: Jim Pokrajac

Date: 11/22/2002

Re: Davis request for acquisition on 179 acre parcel West of Clay Street

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Enclosed are (2) copies of the plat showing the location of the (2) 17.965 acre parcels that are part of our 179 acres adjacent to Clay Street. I sent this to you in regard to your fax dated October 22nd, 2002, which enclosed a letter from William B. Davis, dated October 10th, 2002. These lots are located just South of the NIPSCO R/W, approximately ½ mile West of Clay Street. The key number of the lot furthest West is 25-40-54-20 and is also referred to as lot "H". The key number for the lot furthest East is 25-40-54-21 and is also referred to as lot "I".

I'm not positive, but I think this property is the furthest North in our ownership and the Gary empowerment zone is just the other side of the NIPSCO R/W.

If you need any more information, or if I can help in any other way, please call.

Thanks

Jim

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

TO: LCRBDC Commission O&M committee members

FROM: Jim Pokrajac, Agent, Land Management/Engineering

SUBJECT: Operation & Maintenance Committee

DATE: November 26, 2002

At our November 18 Board meeting, we submitted a request to all of the Commissioners to see who would be interested in serving on the O&M Committee. Following are the list of the 5 Commissioners who responded positively:

Arlene Colvin
Steve Davis
Emerson Delaney
Bob Huffman
Bill Tanke

To date, we have not received responses from several remaining Commissioners so there is a possibility that there may be more on this list. We intend to schedule our first O&M Committee meeting at a date some time after our December 11th Board meeting. We will be in touch with you to identify a date. We appreciate your commitment to this very important committee, especially since the Army Corps of Engineers is in the process of preparing to turn over completed levee segments as well as pump stations. Jim Flora and I have presented you, at the November 7th meeting, an informational booklet that has information regarding costs, frequencies, and types of tasks that we will have to evaluate to prepare for our obligations for O&M, as outlined in our Local Cooperation Agreement. I am looking forward to working with all of you to finalize our outline as to what our costs and commitments will be. If you have any questions regarding this committee or any O&M questions, please feel free to call me any time.

Cc: Bob Marszalek
John Mroczkowski
Curt Vosti
Marion Williams
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

November 27, 2002

Mr. James Meyer
Attorney-at-Law
363 South Lake Street
Gary, Indiana 46403

Dear Jim:

Enclosed for your information is a copy of a letter submitted to us on November 6, 2002 by the Army Corps of Engineers regarding the outstanding issues that have been ongoing with Gary Sanitary District for several years. It appears that several issues are still ongoing, they have requested some additional information to complete some other concerns, and they seem to have resolved the remaining issues. We continue to push the Corps to answer all the questions.

It is our intent to follow through with you and the Corps of Engineers to come to a common resolve to all of these issues. Will you please review this enclosed letter and get back to us with your comments prior to my responding back to the COE office. I think it is important that we have your input, as well as ours. We hope to satisfy your concerns in order that we may proceed to discuss with you the future operation and maintenance of completed features in the city of Gary. If you have any questions regarding this information, please contact me. We will await your response before replying to the letter.

Sincerely,

Dan Gardner

Dan Gardner
Executive Director

/sjm
encl.
cc: Paul Vogel, Greeley & Hansen
Don Smales, Greeley & Hansen
Jim Flora, R. W. Armstrong Co.

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

REPLY TO
ATTENTION OF

November 6, 2002

Dan Gardner
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, Indiana 46368

Dear Dan:

Thank you for your letter dated October 3, 2002 regarding the Gary Sanitary District (GSD) remaining issue. As you know that these issues have been going on for a long time. We would like to work with you to resolve them. Below you will find my responses to the seven outstanding issues that we have with the GSD.

Telemetry Request

After the June 6, 2002 meeting we revisited this issue. We evaluated all the materials you provide us and we reviewed the COE regulations that govern this request. Our conclusion was that we are in concordance with the letter that I wrote to your office in August 1999 regarding this issue. This item is not a project-funded item. As we have stated before the installing of this system is a local sponsor responsibility. This is consistent with what we informed the west reach communities when the same concern came up.

Permitted Outfalls and their impact from this project

This item is progressing slower than I would have liked. Sue Davis, Chief of Hydrology and Hydraulics, is currently coordinating this with Earth Tech, the consultant that ran the SWIM Model for GSD.

Ironwood Storm water pumping station

Access is obtainable to the pump station. During flood event access to the pump station will be reached from the top of the levee. During normal condition, non-flood condition, access to the pump station can be reached from the road next to the pump station on the other side of the railroad. There was a suggestion of a mock drill to access the pump station from the levee. To date I have not been contacted to participate in that drill.

In regard to the flood levels for the area around the pump station, we included these flood levels in my letter to your office dated February 7, 2002. The flood protection for this area has been evaluated when we completed the East Reach Remediation Post Authorization Report (PAC) in May 1997. All decisions regarding flood protection in that area were looked at in this PAC.

GSD requests documentation to confirm that contractors practiced soil and erosion control measures during construction.

A meeting needs to be set up with the Calumet Area Office to go over these questions. I would suggest that Jim Pokrajac and I set up a meeting with GSD and Tom Deja, from the Calumet Area office, to go over that request.

Flood Protection O&M Manual

The Chicago District is working on this item. We are working on completing by December 2002. Once this is complete we will submit to you to distribute to the community

GSD concerns regarding drainage at the 27th and Chase Street Pump Station

The Chicago District is evaluating this concern. I do believe that our preliminary assessment revealed that this area warrant a reevaluation.

In regard to the additional item that was brought up in your letter, I would like to suggest that Mr. Jim Meyer, the attorney for the GSD, provide any information he has that requires the project to obtain an EPA discharge permit. If this permit were necessary for the project, the Chicago district would have obtained the permit. We have done all the necessary coordination needed for this project with all regulatory agencies. We have obtained all the necessary approval for this project from all these agencies. This permit that is mentioned above is not necessary from the Corps of Engineers.

I hope my responses did address your concerns. I know that responses to some of these concerns are still being worked on. I will work hard to get everything resolve before years end, so that we can focus our energy on getting contracts ready for the west reach construction contracts. If you have any additional question please call me at 312-353-6400 ext. 1809.

Sincerely Yours

Imad N Samara
Project Manager

Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

TO: Commission members, Attorney Lou Casale, Jim Flora

FROM: Jim Pokrajac, Agent, Land Management/Engineering

SUBJECT: Operation & Maintenance

DATE: November 4, 2002

The following will be distributed to you at the Work Study Session prior to the Commission meeting November 7. Jim Flora and I will be doing a very preliminary presentation of the following information at that time. These items are taken from the December 19, 1997 Army Corps of Engineers Operation & Maintenance Manual:

1. ATTACHMENT 2 "FLOOD CONTROL REGULATIONS"

2. OPERATION & MAINTENANCE MAIN MANUAL which shows general O&M task information for all project features broken down into flood walls, pump stations, gate wells and gates, etc.

3. ATTACHMENT 3 "EXAMPLE PERIODIC SCHEDULE AND INSPECTION CHECKLIST FOR PROJECT FEATURES" which shows a check list of details for each feature.

4. ATTACHMENT 4 "EXAMPLE MAINTENANCE SCHEDULE AND INSPECTION CHECKLIST FOR LEVEE VEGETATION" which shows the frequency and scheduling of tasks.

5. APPENDIX A "SUPPORTING MATERIALS FOR GARY LEVEES"
   A. ATTACHMENT A-1 "ESTIMATED ANNUAL OPERATIONS AND MAINTENANCE COSTS"
   B. ATTACHMENT A-3 "PERIODIC INSPECTION SCHEDULE AND INSPECTION CHECKLISTS FOR PROJECT FEATURES"

   This information reflects the COE estimate for what it will cost annually to maintain the existing east reach as well as their schedule and inspection check list for all features.

6. O & M SUMMARY CHART (previously given to you at the October 3 Commission meeting)

It is our intent that prior to scheduling a meeting of this committee that you would review this information in order that we may discuss questions, concerns, procedures or how to format what we will use as our guideline for O&M in the future.

This information will give you preliminary cost information by task and schedule, as well as the responsibilities that we, as the local sponsor, have with the Corps of Engineers to maintain this project upon its completion. Prior to the December 11 Commission meeting, I would like to schedule a meeting of a committee to discuss this information. As we have done in the past, it seemed the majority favored having a committee of the whole – we need to determine if this is what we will do in the future as we proceed with this expansive task.

If you have any questions, feel free to call me. Once again, you will receive this packet of information on Thursday.

James E. Pokrajac

James E. Pokrajac, Agent
Land Management/Engineering

/sjm

Received 11/20/02
DC 595

November 18, 2002

Terpstra's Insurance Agency
PO Box 588 (45th & Colfax)
Griffith, IN 46319

STATE OF INDIANA
LITTLE CALUMET RIVER
6100 SOUTHPORT RD
PORTAGE, IN 46368

GENTLEMEN,

ACCORDING TO OUR INFORMATION AN ABANDONED HOME OWNED BY THE STATE, AT 3308 BURR ST, GARY , IN 46406, BURNED ON 10/24/2002.

THE HOME NEXT TO THAT HOUSE IS OWNED BY MY INSURED EDWARD BUFFINGTON.(3316 BURR ST, GARY , IN.46406),THE HOME HAS SUSTAINED DAMAGE AS A RESULT OF THAT FIRE. PLEASE CONTACT MY OFFICE REGARDLING THIS MATTER, MR. BUFFINGTON WOULD LIKE TO MAKE A CLAIM FOR DAMAGES.

SINCERELY,

Dale Terpstra

DALE TERPSTRA

Dale Terpstra, Agent
Farmers Insurance Group 219-838-1193

Spoke with Mr. Buffington and his Mom on 11/21/02. Said "abandoned house in an eyesore + detriment to neighborhood. Dangerous now too!" He comes to 12/11/02 meeting. JJ. 11/21/02

PAGE (1)

This is the house at 3308 Burr Street which burned on 10/24/02. Garage is completely demolished

The house and garage at 3308 Burr Street. (DC 595 closed in August 2000.

(CAMERA IS ONE DAY LATE. PICS TAKEN 11/20/02

GARAGE DESTROYED.

PAGE 2

This is adjacent home at 3316 Burr Street which suffered damage to siding on house and backyard shed.

This picture shows some of the damage to the adjacent home at 3316 Burr.

Judy Vamos

From: "Judy Vamos" <jvamos@nirpc.org>
To: "Lou Casale" <lcasale@cswblaw.com>
Sent: Monday, December 02, 2002 12:08 PM
Attach: Angie Ogrentz.vcf
Subject: INDOT agreements

2 December 2002

Dear Lou,

About three months ago a surveyor, Kevin Sells, from a firm named Woolpert LLP, came in to check on our land ownership from Georgia Street to MLK Drive along 80/94 both sides. Woolpert is the surveying company doing work for the 80/94 expansion to take place in about four or five years.

We own most of the land or have a levee or flowage easement on the tracts owned by the City of Gary or the Gary Parks & Rec Department. INDOT needs about 50 feet on both sides of the highway. Our land and easements go from 62 to 250 feet.

Question: do we need a license agreement, easement agreement, what?

I'm faxing you the letter I mailed today to Mr. Sells supervisor, Mr. John Heshelman, Project Manager. He'll be in touch with you. INDOT construction will not interfere with our levee (they say), but I've asked Jim to be in touch with that portion of the project. Please call me if you need further information.

Judith (Judy) Vamos
Land Acquisition Agent
Little Calumet River Flood Control and Recreation Project
Phone: 219-763-0696
Fax: 219-762-1763
e-mail: jvamos@nirpc.org

This e-mail accompanies the INDOT letter to Mr. Heshelman of INDOT for the 80/94 expansion. JJ 12/2/02

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Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

2 December 2002

Mr. John Heshelman, Project Manager
Woolpert LLP
7140 Waldemar Drive
Indianapolis, IN 46268-4192

Dear Mr. Heshelman:

RE: Land ownership along I-80/94: Georgia St. to MLK Drive: Gary, Indiana.

Thank you for your call on 11/27/02 requesting further information on land ownership from Georgia Street to Martin Luther King Drive (MLK) in Gary, Indiana on the north and south sides I-80/94. Surveyor Kevin Sells of your office has informed me that your firm is the surveying consultant for the Indiana Department of Transportation (INDOT) on its I-80/94 expansion project.

Mr. Sells also informed me that INDOT will be working on its own right-of-way except for the stretch of highway listed above and he needed to know its ownership. Land in that stretch is owned by the Little Calumet River Basin Development Commission (LCRBDC), the City of Gary, or Gary Park and Recreation Department. LCRBDC has an easement on all of the Gary tracts.

The question now is whether to sign a license agreement or easement agreement to allow INDOT access to our land and/or easements during highway construction. For that answer I refer you to our attorney:

Mr. Louis Casale, Attorney
Casale, Woodward & Buls, LLP
9223 Broadway Avenue Suite A
Merrillville, IN 46410
219-736-9990

If you need further assistance about land acquisition, please contact me at 219-763-0696. I am happy to help. Thank you.

Respectfully,

Judy Vamos

Judith (Judy) Vamos,
Land Acquisition

RESULTS OF REAL ESTATE MEETING
29 October 2002
ARMY CORPS and LCRBDC

IN ATTENDANCE:	LCRBDC	COE
	Dan Gardner	Imad Samara
	Lou Casale	Chrystal Spokane
	Lorraine Kray	
	Sandy Mordus	
	Jim Pokrajac	
	Judy Vamos	

LAND ACQUISITION

1.) ACQUISITION / APPRAISAL UPDATES

Stage VI-1: Corps Appraiser Reviewer Greg Dorword will be here in November to visit the Kennedy Industrial Park with the appraiser Dale Kleszynski. They will discuss appraisal revisions. (The appraisal is submitted at $1.2 million for easements on 20 properties.)

Stage VI-2: Corps Realty Specialist Chrystal Spokane is not happy with the Real Estate mapping and sent it "back to the drawing board." No date has been sent for LCRBDC to receive the drawings.

Mitigation (Hobart Marsh): The Kim appraisal needs revisions. Judy Vamos has assurances from both appraiser and reviewer that they will cooperate to complete this appraisal/review ASAP.

East Reach and Remediation Area: Officially on hold but lesser value tracts that can be obtained from landowners or tax sales are being acquired.

Burr Betterment Levee: On Hold. Dan will write a letter by 11/7/02 to Gary recommending that LCRBDC be included in an ordinance to spend casino monies for construction of the Burr Street Betterment Levee. Once the flood protection is completed Gary can initiate negotiations with FEMA to take Gary out of the floodplain.
(ACTION: CORPS and LCRBDC)

2.) SCHEDULING / FUNDING

Discussion centered on the fast-approaching acquisition deadline of 1 October 03 for Stage VI Phases I and 2. LCRBDC is still waiting on drawings for Phase 2. Judy explained that acquisition, even on a fast track, normally takes one year to complete. Project Manager Imad Samara suggested that definitely the Phase 1 deadline should be met. Phase 2 may be an extended deadline.

3.) MITIGATION

a. MOA for the Hobart Marsh signed by the DNR?: Lou had a voice mail message from Nick Heinzelman that he will bring the signed MOA with him to the 11/7/02 Hobart Marsh meeting.

b. Disagreement between the DNR and Corps Hobart Marsh Acquisition List?: LCRBDC questioned that the Corps directive to acquire Hobart Marsh doesn't match the DNR Property Acquisition List and LCRBDC Local Cooperative Agreement is with the Corps. LCRBDC is asking the Corps for something in writing that agrees with the DNR list. Imad will speak with Corps Attorney Don Valk to write a letter to LCRBDC that the Corps agrees with the DNR recommendations.

c. Hobart Marsh 11/7/02 Meeting: Judy explained that she and Jim are finding difficulties with the Sandy O'Brien map being used for mitigation in the Hobart Marsh Area. It is not a real estate drawing with defined work limits. LCRBDC needs direction on, i.e.:

- which 20 acres of a 40 acre lot should be acquired (location),
- should the entire 40 acres be acquired,
- how much land with improvements should be eliminated.

The 11/7 technical meeting will bring parties together to answer these and more questions.

4.) CREDITING STATUS

Sandy Mordus and Lorraine Kray distributed crediting updates. Chrystal explained that Division HQ is reviewing the administrative credits for Dan and Sandy. Sandy will make a correction on her report for next months meeting to better explain IDNR expenditures

5.) RESIDENTS' CONCERNS

a. Swimming pool safety compliance: A few North Drive residents are not signing their offers because of contractor requirements for the levee. The contractor will be required to remove the back yard fence around their swimming pools which will leave them in non-compliance with the states requirement to fence a swimming pool with a five foot high fence. After discussion it was agreed to have LCRBDC pay for temporary fencing, maybe even a "rent-a-fence" situation, which will go up before the existing fence is removed. The cost is creditable according to Imad and Chrystal.

b. Bike trails acquired as easement or fee?: Discussion continues as to eliminating the 10 foot fee acquisition strip on top of the levee for bike trails. Lou will send language to Chrystal that allows recreation to be taken as an easement. Chrystal will forward the language to HQ for approval.

ENGINEERING

1.) STATUS OF DRAWINGS:

a. DC 1010-D (the old Burger King): Reviewer Greg Dorword is reviewing the appraisal as a fee take. Once the appraisal is approved mapping will be changed to construct a less-expensive levee instead of an more-costly I-wall.

b. Stage VI-2 Rec Trail: Imad explained that the rec trail is not on the new drawings. It will be included in the final.

2.) LCRBDC NEEDS OFFICIAL "ON HOLD" LETTER FOR STAGE VIII

LCRBDC has asked for an official written notification that Stage VIII is on hold. Imad explained that the contract with Stage VIII AE (Architectural Engineer) SEH Corporation has actually been terminated. This stage is so far away that new engineering will have to be completed later anyway.

JV 10/30/02

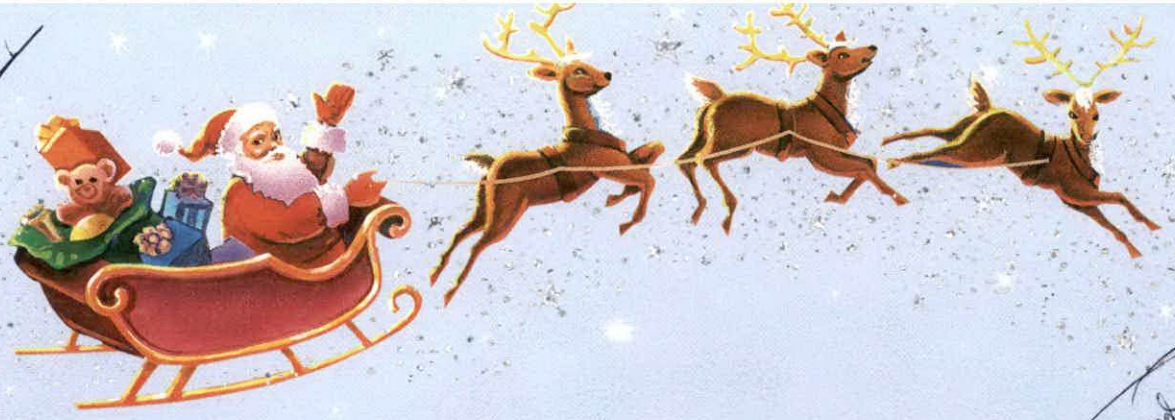
WORK STUDY SESSION
ENGINEERING COMMITTEE
December 11, 2002
Bob Huffman, Committee Chairman

1. Upcoming inspections of completed levee segments
   - The COE indicated three inspections are scheduled on December 18 (weather permitting). They are (1) Stage II Phase 4 (Broadway to Martin Luther King Drive north of the Little Calumet River), (2) Stage II Phase 3B (Harrison Street to Georgia Street south of the Little Calumet River), and (3) Stage IV Phase 1South (Cline Avenue to Burr Street south of the Norfolk Southern RR)
   - The COE is in the process of preparing to turn over these segments and the Development Commission needs to proceed with O&M

2. Gary Sanitary District outstanding issues
   - We received a response from the COE regarding the Gary Sanitary District issues on November 6
   - LCRBDC submitted this to the city of Gary/GSD on November 27 and are awaiting their response.

3. INDOT/Tri-State drainage issues
   - LCRBDC sent INDOT mapping & property identification for this area on 11/22/02
   - Also sent information to Tri-State bus Lines on 11/27 for design impacts.

4. Landscaping Phase 2 design coordination meeting held with the COE on December 5, 2002
   - COE A/E is the St. Paul Army Corps
   - Scope of work includes all East Reach construction currently not landscaped.
   - Addressed problems from past landscaping & what worked well – Did field visit.



Alexander's

8/38
8003

26 confirmed
(possible 28)

HAPPY HOLIDAYS TO YOU AND YOUR FAMILY

PLEASE JOIN US FOR COCKTAILS & DINNER FOR YOU AND YOUR SPOUSE/GUEST

FOLLOWING THE LCRBDC MEETING
WEDNESDAY, DECEMBER 11, 2002
(APPROX. 7:30 P.M.)

ALEXANDER'S RESTAURANT
9144 INDIANAPOLIS BLVD. (Rt. 41)
HIGHLAND, IN
(Back dining room)
I-80/94 South Indianapolis Blvd. exit
Past 6 stoplights
Right hand side (west side)

It's a little bit different this year –
Everyone is paying for their own meal.
Cocktails will be compliments of Attorney
Lou Casale and Jim Flora of R.W. Armstrong

Please try to pay with cash.
We will be ordering from the menu.

PROPOSED

2003 OPERATING BUDGET

Budget Code	Category	2001 Budget	2002 Budget	Proposed 6 Months
	ADMINISTRATIVE BUDGET			
5801	Per diem expenses	$16,000.00	$16,000.00	• $8,000
5811	Legal Services	$8,500.00	$8,500.00	• $4250
5812	NIRPC Services	$125,000.00	$125,000.00	• $62,500
	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	$5,000 (-28%)
5822	Printing and Advertising	$5,000.00	$5,000.00	$2,500
5823	Bonds and Insurance	$7,500.00	$7,500.00	$3,750
5824	Telephone Costs	$7,000.00	$7,000.00	$3,500
5825	Meeting Expenses	$8,000.00	$8,000.00	$3,000 (-25%)
	SUB TOTAL	$191,000.00	$191,000.00	$92,500 (-3.14%)
	LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET			
5840	Professional/Consultant Services	$500,000.00	$500,000.00	• $175,000
5841	Appraisal Services			
5842	Engineering/design services			
5843	Land Purchase contractural services			
5844	Land management services			
5845	Facilities/project maintenance services			
5846	Operational services			
5847	Surveying services			
5848	Economic/marketing sources			