

Sandy



Little Calumet River Basin Development Commission

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WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOST, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

ROBERT MARSZALEK
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

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MEETING NOTICE

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

WORK STUDY SESSION - 5:00 P.M.

A G E N D A

1. Call to Order by Chairman William Tanke
2. Pledge of Allegiance
3. Recognition of Visitors and Guests
4. Approval of Minutes of May 2, 2002
5. Chairman's Report
 - Insurance review/discussion
6. Executive Director's Report
 - Report on flooding impacts of May 11th, 12th
 - Burr Street/city of Gary funding meeting
 - Update - Project Mitigation Status
7. Old Business
 - O&M issues regarding Colfax-Calhoun drainage ditch (Land Mgmt agenda)
 - Phase 2 Stormwater rules - relationship to LCRBDC
 - Lyles clean-up of property (Land Acq agenda)
 - Status of disposition of property
 - Status of mitigation contract award
8. Standing Committees
 - A. Land Acquisition/Management Committee - Arlene Colvin, Chairperson
 - Land Acquisition
 - Appraisals, offers, acquisitions, recommended actions
 - COE Real Estate meeting held on May 23rd
 - Meeting with Dale Kleszynski on May 24th on Kennedy Industrial Park area
 - Other issues
 - Land Management
 - Pump Station 1B turnover
 - Agreements entered into with Area Plumbing for \$3582 (David Taborski site work) and South Shore Marina for \$1313 (secure roadways)
 - Status of lease evaluations
 - Other Issues

2:00
10th
Land
Acq.
mdg.

1-5
6
7-12

Starting July -
Reshkin should
receive per diem

B. Project Engineering Committee – Bob Huffman, Chairman

- Update on 75' drainage easement – Lou Casale
- GSD meeting held on June 6th
- Close out of Stage IV-1N project
- Auxiliary power inspection at Burr St. pump station
- INDOT drainage at the Tri-State terminal
- Minority Participation – modified report
- Other Issues

C. Legislative Committee – George Carlson, Chairman

- Budget Agency response to Commission letter re remaining \$2.5 appropriation from 2001-03 State budget
- Editorial regarding funding needs – May 14th
- Briefing/tour for Sean Fahey, IDNR, including Mark Lopez on May 23rd
- The Alliance for Indiana's Future held May 8th at Purdue Cal
- Other Issues

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D. Recreational Development Committee – Emerson Delaney, Chairman

- No recreational work scheduled until Recreation Phase 2 is released
- Other Issues

E. Marina Development Committee – Bill Tanke, Chairman

- Update on discussion with Portage Port Authority
- Port Authority request for dredging permits
- Other issues

15-20

F. Finance Committee – Curt Vosti, Chairman

- Financial status report
- COE request letter for \$266,000 escrow payment through FY03
- Approval of claims for May 2002
- Report of Committee meeting held
- Other Issues

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24
22-23

G. Environmental Committee – Mark Reshkin, Chairman

- Report on meeting held May 29th at Highland Library hosted by the Soil & Water Conservation Districts of IN/IL
- 401 Water Quality Certification requirement (Eng. Agenda)
- Other Issues

25-27

H. Policy Committee – George Carlson, Chairman

- Report on committee meeting held May 21st
- Consideration of adoption of By-Laws
- Other Issues

I. Public Relations Committee – Bob Marszalek, Chairman

- Boy Scout Troop 280 Levee beautification project
- Other Issues

9. Other Issues

10. New Business

1. Statements to the Board from the Floor

2. Set date for next meeting

**MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
HELD AT 6:00 P.M. THURSDAY, MAY 2, 2002
6100 SOUTHPORT ROAD
PORTAGE, INDIANA**

Chairman William Tanke called the meeting to order at 6:05 p.m. Seven (7) Commissioners were present. Pledge of Allegiance was recited. Quorum was declared and guests were recognized.

Development Commissioners:

William Tanke
Curt Vosti
Mark Reshkin
Bob Marszalek
Steve Davis
Emerson Delaney
Arlene Colvin

Visitors:

Sean Fahey - IDNR
JoMary Crary, IDNR, Div. of Water
Don Ewoldt - Lake Erie Land
Imad Samara - ACOE
Sandy O'Brien - Hobart
Jim Flora - R.W. ARMSTRONG CO.
Mark Lopez - Congressman Visclosky's office

Staff:

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

Chairman's Report - Chairman Tanke presented a list of items to the Board members that he felt were the priority items that this Commission is facing at the present time. They were (1) Budget- seek return of the \$2.5 million the Governor recised from the 2001-03 budget and begin to set the stage for the next biennial request; (2) Burr Street Phase 2 levee being completed, thus finishing off the east reach construction and making the city of Gary eligible to come out of the floodplain - acreages and elevations are still needed from the COE; (3) Public information, method for contacting public officials (locally and legislative representatives), establishing a liaison with landowners in the project area and the general public; (4) Mitigation - beginning a process to show "good faith" and that we are moving forward; (5) Operation & Maintenance - we need to figure out how we're going to manage our lands and flood control structures and how we can get money to meet our obligation for O&M; and (6) Portage Public Marina, completing Phase 2 of the slip construction in order to meet our obligation with the COE. He asked Board members for any other items that they felt were high priority for this year. Commissioner Vosti asked the Chairman if this list could be typed up and shared with all members. Staff will follow up.

- Commissioner Mark Reshkin inquired about storm water management and if there is a role this Commission has to play. Staff will continue to investigate this item and report back.

Executive Director's Report - Executive Director Dan Gardner stated that the priority list will be sent to all Board members. If it was felt that a special meeting was in order to discuss these, he will let members know.

- Mr. Gardner reported that Judy Varnos, Land Acquisition agent, is working with the IDNR Land Acquisition Director to establish a procedure to acquire the mitigation lands. It is important that DNR is in agreement with steps that we would take to acquire mitigation property. He displayed a map showing

the Hobart Marsh area and the first 3 areas to be targeted. To display at the next meeting, he was asked to add the other parcels in this area that could be available.

- Mr. Gardner further stated that an award has not been made to a contractor for the in-project mitigation lands. Imad Samara added that the COE has reviewed the bids received and the site selection team has evaluated the proposals based upon qualifications, not necessarily lowest bidder. It is important that the contractor selected to do the mitigation work is qualified. After the technical ability of the contractor is established, negotiations may then take place with that individual contractor being considered. He understands they are almost complete; it is hoped that a contractor can be on board by the end of May.
- Mr. Gardner continued to discuss the impasse we have with completing the Burr Street levee project. He referred to the COE letter talking about environmental justice and why the COE does not consider it a project cost. It is an important letter that we will share with Mayor Scott King. Mr. Gardner displayed a map showing the impact in Gary if Phase 2 of the Burr Street levee is not built. In addition to any impact, the city will not come out of the floodplain until this section is completed. The COE was requested to provide acreages and 100/200 year elevations for flood events.
- Mr. Gardner stated that he and Mayor Dedelow were the guests on the "Region Watch" program, in which the Carlson Oxbow Park was featured. Commission members George Carlson (for whom the park is named) and Curt Vosti were also featured and interviewed at the site. It was a half hour program and we will be receiving a video if anyone missed seeing the program.
- Mr. Gardner referred to a letter in the agenda packet that he wrote on behalf of the Commission in support of the city of Gary's application for funding through the IDNR coastal restoration grant program for the "Gary Green Link" proposal. It would be a \$100,000 grant to the city if approved.

Old Business – Regarding the drainage ditch area that lies between Colfax and Calhoun, north of the Norfolk Southern RR, Jim Pokrajac stated that the Commission will be cleaning out the ditch very shortly. The intent is to clean it out and monitor the embankments to check on any further erosion. The COE feels that the previous planting of the slopes will take hold and the problem may be taken care of without any additional work. Mr. Pokrajac will continue to watch the situation there to make sure that it is corrected to the residents' satisfaction.

Land Acquisition/Management Committee – Committee member Curt Vosti stated that there was no motion needed for offers or condemnations at this time. There is a need for a Land Acquisition committee meeting and Arlene will be scheduling that shortly.

- Discussion was again held on the mitigation properties that could be available in the Hobart Marsh area. There are 3 properties we will first focus on; title work has been ordered and surveys will be ordered.
- Mr. Vosti stated that the instructional video for the operation and maintenance of the closure structures is almost completed. It has been approved by the Commission and the COE. The Lake County Emergency Management Dept. is currently reviewing it. It should be completed by June. Staff will distribute to pertinent parties for their input.
- Staff is currently reviewing all leases to determine if they should be modified or payments increased. The attorney will handle the lease for the Village Shopping Center, which is in arrears since 1995. It appears that new owners were not aware of the lease but attorney has made contact with them now.
- Mr. Vosti recommended approval of 2 invoices from South Shore Marina in the amounts of \$1700 and \$480 to clean culverts and remove beaver dams. The monies to pay these invoices would come out of LEL funds for O&M.

1. The first part of the paper discusses the importance of the study of the history of the United States. It is argued that a knowledge of the past is essential for a full understanding of the present and for the development of a sound policy for the future. The author points out that the study of history is not only a means of satisfying our curiosity about the past, but also a means of training the mind and of developing the character.

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Project Engineering Committee – In Committee Chairman Bob Huffman's absence, Emerson Delaney gave the engineering report. He reported that a Meeting was held April 10 with the Design Construction Evaluation Team from the COE Washington and Louisville offices. Mr. Gardner and Jim Pokrajac were present, as well as Imad Samara and Tom Deja. At a minimum of 18 month intervals, they review how well the Chicago District office interacts with their local sponsors. It was felt that the COE office has been more responsive to us.

- A meeting was held on April 11 with the Lake County Surveyor's Office regarding the 75' drainage easement. We have asked them to establish the 75' easement in the Kennedy Industrial Park area. It is not mandatory that the Surveyor's Office do this and it was agreed that a thank-you letter is appropriate upon its completion. It was further discussed whether we have heard anything from the city of Hammond regarding zoning applicants and how they would affect the Commission. Mr. Vosti stated that he would help facilitate a meeting with the Planning Department.
- Mr. Delaney reported that a utility coordination meeting was held on April 15. We have received a form letter that INDOT uses regarding utilities that we will modify to meet our needs and adopt the same format to send to each utility. The COE has agreed to format all utility information they have and present a final list to us for all upcoming levee segments. The Commission will take the lead on making contact and requesting the information that is needed.
- A meeting was held on April 18 with INDOT for the Georgia Street bridge project.
- Modified Stage VI engineering drawings have been received from the COE. The planting zone behind Krosan has been eliminated.
- A meeting with the GSD was held on May 2 to formulate a final list of items which will be used as our agenda in the upcoming meeting with the COE. They will meet with the COE on May 22 and they hope to resolve these issues.
- Minority contracting status sheets are continuing to be received from the COE. They are available if anyone is interested.
- Mr. Delaney made a motion to approve AREA PLUMBING AND SEWER as a Commission contractor to be used on an as-needed basis; motion seconded by Bob Marszalek; motion passed unanimously.

Legislative Committee – In Committee Chairman George Carlson's absence, Mr. Gardner reported that a special legislative session has been called in mid May by the Governor. He distributed a draft letter to several legislators and if there are no changes, we will send out tomorrow.

- Mr. Gardner stated that staff has developed a priority list for spending for the next 15 months. With limited funds now available, it is important that we target high priority items to fund. Treasurer Curt Vosti thanked Mr. Gardner for developing such a list and asked that it be referred to Finance Committee for further study.

Recreational Development Committee – Committee Chairman Emerson Delaney stated that there are no recreation contracts at this time.

- Mr. Vosti suggested that Emerson Delaney be invited to the Land Acquisition committee meeting when it is scheduled.

Marina Committee – Committee Chairman Bill Tanke stated that a marina committee meeting was held with the city on April 16. The city does have an interest in building out the slips at the marina. The funding to do that will probably be in a revenue bond, as was the first phase construction. The present slips are all filled and a waiting list exists.

Finance/Policy Committee – Treasurer Curt Vosti gave the Finance report. Mr. Vosti made a motion to approve the financial sheet and the revised May claim sheet; motion seconded by Arlene Colvin; motion passed unanimously.

- Mr. Vosti stated that the Directors & Officers liability policy has been renewed. Commissioner Bob Marszalek questioned whether it contained an omissions & errors policy. Attorney will review and report back.
- Mr. Vosti stated that a Finance Committee meeting will be scheduled shortly. Topics at that meeting will include the insurance coverage, the Commission priority spending, and the completion of documentation needed to submit to the State regarding Commission income.
- Chairman Tanke requested the attorney look into raising the \$1 million liability limit on the insurance.
- Curt Vosti asked for summary of LCRBDC income.

Environmental Committee – Committee Chairman Mark Reshkin gave the Environmental Report. He reported that Ken Finke and Bob Porch (IDNR) met with committee members prior to the meeting tonight in regard to Mr. Finke's request to enter Commission property to set up wood duck nesting boxes. We will give him a key to the gates, with the understanding that he gives the key to no one else and that he does not promote nesting for geese, since geese are already over-populating the area. Jim Pokrajac was asked to notify police, get a liability sign-off from Mr. Finke, and to issue a "letter of permission". Discussion took place on whether we have a wildlife management plan and whether a plan was needed.

- Mr. Reshkin and Dan Gardner attended a meeting about a week ago with Chuck Walker, Lake & Porter Counties Soil and Water Conservation Director, and other watershed planning people. It was stated that Federal funding was coming through for agricultural land treatment. We will share that information with the COE when available.
- On Phase 2 of storm water management, regulations are expected to be released by the State in November of this year. Phase 2 is storm water quality. Public communication is important here.

Policy Committee – In Committee Chairman George Carlson's absence, Mr. Gardner gave the Policy Report. He said that a meeting was held April 30 in which discussion took place on proposed bylaws. Committee members have reviewed them and have made some changes. Since the Chairman was ill and could not attend the meeting, another committee meeting will be scheduled to address the bylaws.

Public Relations Committee – Committee Chairman Bob Marszalek reported that the news release from the last meeting went out to the media. He felt that a press release does not have much impact with the big newspapers and we may get better publicity with some of the smaller papers. Discussion was held on the possibility of doing a newsletter (either by a mailing or posted on a web site); creating a web site ourselves (it was brought out that the COE has a web site in which our project is included); sharing the video with other entities; more coverage in the Chicago Breeze (COE newsletter but only goes to COE employees) and it was mentioned that some of the libraries take on small government groups on their web sites. He and his committee will be working with Judy Vamos to see what can be done.

- Curt Vosti stated that IACT has coordinated a press conference around the state to encourage the legislators to develop a budget. Mr. Vosti has been working with the Mayor to have a press conference in Hammond on May 8th. He is hoping to make the Little Cal project an item on the agenda. Mr. Gardner said that he would attend.
- Attorney Casale mentioned that the Governor has called a special session for May 14. The Governor has proposed a budget that he is hoping the legislators will adopt.

Other Issues – Mr. Delaney inquired on who was the authority for the public marina now. Mr. Gardner stated that the day to day operating authority lies with the Portage Port Authority.

- Mr. Tanke referred to the new telephone list distributed. If there are any changes, please let Sandy know.

New Business – There was none.

Statements to the Board – Don Ewoldt asked why there is not more acreage marked on the Hobart Marsh map that was displayed. Mr. Gardner explained that in our joint relationship with the IDNR, the 3 properties outlined on the map were targeted as the first ones to try to acquire; we realize that even if all 3 were acquired, it still would not be enough mitigated land to fill our requirement. Mr. Gardner stated that all the other properties in the area would be added on the map for display at the next meeting. Curt Vosti asked whether we should not be looking somewhere else at the same time but Mr. Gardner replied that we will first exhaust the properties in the Hobart Marsh area.

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

/sjm

REC'D MAY 16 2002

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May 14, 2002

RE: Increased General Liability Limit

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

Dear Sandy,

Confirming our recent telephone conversation, the annual additional premium to increase the limits on the Commission's General Liability policy from \$1,000,000 per occurrence / \$2,000,000 aggregate to \$2,000,000 per occurrence / \$3,000,000 aggregate is \$7,301 (including a surplus lines tax of \$178.08). The company will likely conduct an inspection before making their final decision whether to offer this increased limit. Let me know whether you are interested in pursuing this; if you have any questions, or need anything further, don't hesitate to call.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John'.

John E. Green AU, APA
Manager/Agent
Valparaiso Insurance Professionals

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Little Cal, Lake George overflowing

BY LU ANN FRANKLIN
Times Correspondent

Torrential downpours throughout the weekend left flooding in their wake as local rivers and lakes went over their banks and sewer systems were swamped.

By the time the rain began tapering off Sunday evening, flooding was reported along the Little Calumet River in South Holland, Munster and Highland and at Lake George in Hobart.

A number of municipalities closed streets because of high water.

High water along the Little Calumet in Munster and overworked sewers caused police to close Hohman Avenue and River Drive, a route that leads to Lansing along Interstate 80/94. Prior to the closing, cars could barely pass through the area because of standing water.

See **OVERFLOWING**, Back Page

How high's the water?

The National Weather Service maintains gauges at various locations on local rivers. As of 7 p.m. Sunday, the weather service reported the following water levels:

LITTLE CALUMET RIVER in South Holland:
17.6 feet
4.6 feet above flood stage

LITTLE CALUMET RIVER in Munster:
14.9 feet
2.9 feet above flood stage

HART DITCH in Munster:
7.81 feet
1.81 feet above flood stage

KANKAKEE RIVER in Shelby:
10.3 feet
1.3 feet above flood stage
Projected to crest at 12.2 feet Tuesday evening and to remain at that level for 36 hours.

Region under water

Weekend thunderstorms flooded already saturated ground across the Midwest, causing headaches and property damage. Times photographer Tasos Katopodis captured the impact the downpour had on the region. **B5**



TASOS KATOPODIS / THE TIMES

DAVID KNOX AND HIS DAUGHTER AMY, 10, came out to Lakeview Park at Lake George in Hobart to see rising lake water.

Overflowing

Continued from A1

Only one lane in each direction was open on Indianapolis Boulevard near 81st Street in Highland on Sunday afternoon and evening. Highland Public Works crews were still on site late Sunday evening, pumping water off the highway.

The parking lot at the Tri-State Coach Lines station on Indianapolis Boulevard in Highland began flooding around midnight Saturday night. By Sunday evening, there was at least a foot of water in the lot where Tri-State customers park their vehicles while on trips.

Several customers returning from trips Sunday could not get to their vehicles because of the high water, said Sandy Duncanson, a ticket agent. It's not known whether the vehicles incurred any water damage.

The nearby Arzumanian's Nursery at 8210 Indianapolis Blvd. suffered flooding throughout its property with some 3 feet of water standing where trees, shrubs and flowers are stored outdoors.

The good news for residents of Wicker Park Manor was that the new levee built by the U.S. Army Corps of Engineers was working to prevent flooding of that subdivision across Indianapolis Boulevard from the Tri-State station.

On Nov. 28, 1990, flooding of the Little Calumet River swamped the neighborhood, leaving several feet of water in homes. The cause of that flood was a lowering of the levee when the Tri-State station was rebuilt.

"I went over there awhile ago to check the water levels, and it was 15 to 20 feet from the top of the levee. I'm not worried," David Sweeko said Sunday evening from his home along the river in Wicker Park Manor.

Further south on Indi-

Forecast

According to meteorologist Bill Wilson at the National Weather Service in Romeoville, Ill., the rain that pounded the area should be gone completely by today.

Today's forecast calls for mostly cloudy skies today with high temperatures of 50 degrees near Lake Michigan and upper 50s inland. Winds should be northwest at 10 to 20 mph. Tonight temperatures will dip into the lower 40s under partly cloudy skies. Winds will be northwest at about 10 mph.

On Tuesday the sun will finally come out, and temperatures should be in the lower 60s. The next chance of rain is Wednesday night. Then on Thursday, temperatures become more seasonal in the 70-to-75-degree range, Wilson said.

How much did it rain?

Periodic heavy downpours Saturday and Sunday brought an average of 2 inches of rain to Northwest Indiana and Chicago's south suburbs. The following are rain totals from the National Weather Service. These totals are for a period beginning at 7 a.m. Saturday.

DEMOTTE: 1.92 inches as of 9:30 a.m. Sunday.

HEBRON: 1.5 inches as of 5:26 p.m. Sunday.

HOBART: 2 inches as of 4:33 p.m. Sunday.

LAKE STATION: 2.20 inches as of 9:30 a.m. Sunday.

LANSING: 2 inches as of 5:30 p.m. Sunday.

LOWELL: 2.72 inches as of 9:30 a.m. Sunday.

ST. JOHN: 2 inches after 3 p.m. Sunday.

VALPARAISO: 2.59 inches as of 7 p.m. Sunday.

anapolis Boulevard, Wicker Park was under water. No one from the North Township trustee's office was available for comment Sunday. Munster residents who live just west of Wicker Park reported no flooding in their area.

In Hobart, Lake George was about 15 feet past its banks Sunday evening.

Water was cascading over the dam on Deep River and causing Festival Park to flood. The water running rapidly over the dam began threatening the nearby Hobart police station. Officials began sandbagging as a precaution.

David Knox and his 10-year-old daughter, Amy, visited the Hobart park early Sunday evening to see how the area was faring.

"We just got kind of bored sitting around the house and thought we'd come out to see how high the water was," said

Knox as the pair walked into the water in the park.

"We came out about four hours earlier, and the water's now up 4 or 5 more feet," he said. "This is not very typical of Lake George (to flood)."

Backed-up sewers were the problem at Sheffield Estates trailer park in north Hammond. The residents park their vehicles in a lot that currently is flooded.

Kathy Dorr said the lot frequently floods because the sewers are clogged due to poor maintenance by the park's management; but it's never been this bad. The water is now several inches above a person's ankle in an area that covers about two football fields, she said.

"I came home from work after midnight, and I fell in a pothole and twisted my knee," Dorr said Sunday evening. "You can't see the potholes. They'll wreck your tires. It's a lake out there."

MOST TOWNS ESCAPE MAJOR FLOODING

A FEW WET BASEMENTS, MINOR WOES REPORTED

BY SHARON PORTA
Times Correspondent

Standing in his driveway in the Black Oak section of Gary, Dean Scott estimated he'd pumped 200 gallons of water from his basement since Saturday.

"It's never rained this hard," the 73-year-old Scott said. "The basement flooded about three years ago when we had about this much rain. Good thing I've got this gas-powered pump or I'd be in a world of hurt."

Scott said the damage to his home in the 2900 block of Calhoun Street was minimal, with water destroying carpeting in a downstairs bedroom. He said the last time it flooded it was far worse. He said he'd lost a washer and dryer and other items three years ago and is fearful he'll lose them again if it rains much more, hence the water pump.

Scott said he hoped he'd get some sleep Monday night, but was ready to pump all night long if he had to.

Few municipalities, however, reported heavy flooding problems after the weekend's strong rains.

In Hammond, reconstruction of many city streets has greatly reduced the amount of flooding that takes place in residents' homes.

See MINOR, A4

Minor

Continued from A1

"About 12 to 15 years ago, we would have gotten 1,000 complaints following a rain like this," said Stanley Dostatni, city engineer. "This weekend, we got about 30 calls. I have a rain gauge in my back yard, and in the two days, almost 5 inches of rain fell. I was kind of on standby all weekend, and it really wasn't that bad. Most of the calls seemed to come from the South Hammond area and from Summer Street."

There's a reason for that, according to Dostatni.

"Every street project we do, we think about how to lessen flooding in the area," Dostatni said. "All the road work we've done includes an upgrade of the sewer system."

The road and sewer projects are not completely done with work on Summer Street, the Pulaski Park neighborhood and Hohman Avenue to be done this year.

One, Hessville resident, Loren McGraw, of the 3300 block of 176th Place, said he'd had water 15 feet up in his yard. McGraw has lived there for 30 years and said the problem ended when a new sewer was put in, but began again a few years ago when a retaining wall was built on the nearby Borman Expressway.

"We had problems ever since that wall was built," McGraw said. "I have carp swimming back here when it rains. The water will go down, and the carp are stuck in holes. It's a breeding ground for mosquitoes, and I think it's starting to be a health hazard."

Dostatni said the fish story is possible because there are ditches along the expressway that swell during a big storm. A pipe under the Borman links the area with Oxbow Park, which may be the way the fish end up in



TASOS KATOPODIS / THE TIMES

North Colfax in Griffith was closed to traffic Monday after the Little Calumet River overflowed its banks.

McGraw's yard.

In Calumet City, water in scattered basements was reported, but the streets have all been open, according to an employee in the public works department.

In Lansing, there was also some water in basements, according to Tim Watkins, director of public works.

"It's been brutal here, the total rainfall, according to our computer was 4.58 inches over the weekend," he said. "We tell people in the older sections that we can't guarantee their basements won't flood under those conditions."

Watkins recommended that homeowners in older areas put in a standpipe or a two-way valve in homes without overhead sewers.

With this weekend's downpour, crews were out around the clock in town.

"Lansing is in pretty good shape," Watkins said. "But it came down so fast on ground that was already saturated."

Lightning struck a pump station in the Sandy Ridge subdivision in Dyer, tripping out the breakers during the weekend's storm. The problem was fixed within an hour, but Dyer's public works employees were not relieved so easily. Minor floods in Berens subdivision, between 25 and 30 residential complaints of storm water in back yards and consistent checks of drains kept workers busy from 1 to 11 a.m. Sunday.

"We were able to hit the water quickly," said Ed Robinson, public works director. "There was so much water that it just took time to clear up."

The rain in St. John didn't cause any serious damage, said St. John Public Works Director Bob Pharaazyn. The Bull Run Ditch is still high, but individual complaints were low.

In Schererville, roads were clear. There was some flooding along Kennedy Avenue, near the Spring Street Ditch, and along Sunset Drive,

which consistently has flooding problems. The biggest problem was at the public works department fueling station, where storm water got in the tanks.

"The fueling system has been down, and we've been using the local gas stations to fuel our vehicles," Schererville Public Works Director Bob Volkmann said. "We are having it tested, but other than that, the aftermath of the storm has been standard procedure."

In Griffith, North Colfax was blocked off Monday after the Little Calumet River flooded the road. Wicker Park and other areas of Highland also still were flooded.

"If we could all just keep away from the rain for a couple days, it'll clear up," said Jim Reymore, Griffith public works director. "If it rains, there could definitely be some problems."

Times staff writers Bradley Cole and Christie Griffin contributed to this report.

Sandy Mordus

From: "Davis, Susanne J LRC" <Susanne.J.Davis@lrc02.usace.army.mil>
To: "Sandy Mordus" <smordus@nirpc.org>
Cc: "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
Sent: Thursday, May 30, 2002 12:24 PM
Subject: May Event on the Little Cal Basin

Sandy - can you please pass this info on to Jim Pokrajac?

Jim,

According to the information we developed for FDM 5- the frequency of this last event on the Little Calumet River was about a 5 year storm. We had peak flows of 800 cfs on the Little Calumet River at Munster and about 3200 cfs on the Little Calumet River at South Holland. The rainfall varied from between 2 and 3 inches for the event. I haven't gotten exact totals from the LCRDAN, but should be able to get those exact amounts and send them to you later.

The stage and/or flow frequency charts that I looked at are in FDM 5, Appendix A - if you want to use those for an informational display.

sue

Susanne Davis, P.E.
U. S. Army Corps of Engineers, Chicago District
111 North Canal Street
Chicago, Illinois 60606
(312) 353-6400 extension 3114
susanne.j.davis@usace.army.mil

5/30/2002

Little Calumet River Data Acquisition Network

Status Report For 05/12/2002 6:00:14 AM

Station Number	Station Name	Stage	Precip Last 24hrs	Battery	Last Updated
4130 28087303601	Hart Ditch at Dyer	+7.97	N/A	13.46	05/12/2002 4:13:00 AM
05536190	Hart Ditch at Munster (backup)	+7.45	N/A	13.56	05/12/2002 12:14:00 AM
4130 26087213601	Taft Precip Station	N/A	2.20	13.54	05/12/2002 4:14:00 AM
4126 57087372001	Crete Precip Station	N/A	2.44	14.71	05/12/2002 4:18:00 AM
4131 13087342201	Chicago Heights Precip Station	N/A	3.76	13.68	05/12/2002 4:15:00 AM
4134 05087363001	Thorn Creek at Thorntown, IL	+11.60	N/A	12.66	05/12/2002 4:19:00 AM
4136 25087355201	Little Calumet River at South Holland	+15.61	2.44	14.84	05/12/2002 4:20:00 AM
4133 40087285001	Hart Ditch at Munster	+7.45	N/A	13.56	05/12/2002 12:14:00 AM
4137 12087035001	Chesterton Precip Station	N/A	0.00	13.97	03/19/2002 8:34:00 AM
4133 39087223001	Little Calumet River at Burr Street	+6.86	0.00	13.07	05/11/2002 8:22:00 AM
4134 38087311701	Little Calumet River at Munster	+14.22	N/A	12.69	05/12/2002 4:07:00 AM
4132 18087151701	Hobart	N/A	1.88	12.93	05/12/2002 12:22:00 AM
1234567 80000	Internal Test Station	1223	N/A	12.45	03/01/2002 3:54:45 PM

1800

1800

1800

1800

Little Calumet River Data Acquisition Network

Status Report For 05/13/2002 6:00:10 AM

Station Number	Station Name	Stage	Precip Last 24hrs	Battery	Last Updated
4130 28087303601	Hart Ditch at Dyer	+8.80	0.04	13.50	05/13/2002 4:17:00 AM
05536190	Hart Ditch at Munster (backup)	+7.82	N/A	13.51	05/13/2002 12:18:00 AM
4130 26087213601	Taft Precip Station	N/A	0.72	13.39	05/13/2002 4:18:00 AM
4126 57087372001	Crete Precip Station	N/A	0.72	14.77	05/13/2002 4:22:00 AM
4131 13087342201	Chicago Heights Precip Station	N/A	0.76	13.73	05/13/2002 12:18:00 AM
4134 05087363001	Thorn Creek at Thorntown, IL	+13.93	N/A	12.66	05/13/2002 12:21:00 AM
4136 25087355201	Little Calumet River at South Holland	+17.97	1.36	14.86	05/12/2002 8:22:00 PM
4133 40087285001	Hart Ditch at Munster	+7.82	N/A	13.51	05/13/2002 12:18:00 AM
4137 12087035001	Chesterton Precip Station	N/A	0.00	13.97	03/19/2002 8:34:00 AM
4133 39087223001	Little Calumet River at Burr Street	+6.86	0.00	13.07	05/11/2002 8:22:00 AM
4134 38087311701	Little Calumet River at Munster	+15.35	N/A	12.79	05/13/2002 4:13:00 AM
4132 18087151701	Hobart	N/A	0.64	12.74	05/13/2002 4:26:00 AM
1234567 80000	Internal Test Station	1223	N/A	12.45	03/01/2002 3:54:45 PM



STATE OF INDIANA

Frank O'Bannon
Governor

STATE BUDGET AGENCY

212 State House
Indianapolis, IN 46204-2796
(317) 232-5610

Betty Cockrum
Director

May 8, 2002

Mr. William S. Tanke, Chairman
Mr. Dan Gardner, Executive Director
Little Calumet River Basin Development Commission
6100 Southport Road
Portage, Indiana 46368

Dear Messrs. Tanke and Gardner:

Thank you for your letter dated April 10, 2002. We appreciate the importance of the Little Calumet River Basin Development Commission project in preventing flooding in urban areas. On July 27, 2001, the Budget Committee reviewed the \$5.5 million Build Indiana Fund (BIF) appropriation for the Little Calumet River Basin Development Commission and granted \$3 million of the total appropriation. We understand that these funds will be used as matching funds to leverage federal dollars.

Unfortunately, there are hundreds of projects across the state that are equally deserving. In fact, more than \$247.5 million earmarked for Build Indiana Fund projects is being used to address the state's shortfall. Cuts include \$40 million set aside for K-12 schools to buy computer hardware, \$2.5 million for Purdue University to teach school children about technical scientific instruments, \$29 million for state university technology purchases, \$50 million for the 21st Century Research and Technology Fund, which was created in 1999 to fund research and development at universities and private industry, and \$21 million for Community Wastewater and Drinking Water projects.

The Governor and I know that BIF projects have done a tremendous amount of good in local communities and BIF has provided much needed cash for statewide projects that otherwise might have languished. However, with a budget shortfall of the magnitude that Indiana faces – and no legislative solution at the present time – many deserving projects must be cut or delayed. Projections show that Indiana faces a \$1 billion budget deficit by June 30, 2003, if nothing is done. At this time, spending cuts are one means of addressing the problem.

Should you have additional questions, please contact Amy McFadden at 317/232-5624.

Sincerely,

Betty Cockrum, Director
State Budget Agency

A drought of funding for flooding projects

The Issue: Flooding in the region

Our opinion: This should provide new impetus for finishing the work of the Little Calumet River Basin Development Commission, channeling the water out of neighborhoods and sending it downstream to Illinois. The flooding should also put a sharper focus on flood control plans along the Kankakee River.

THE TIMES 5-14-02

Hheavy rains are a good occasion to examine how well systems to control flooding are holding up.

The Little Calumet River Basin Development Commission's project to control flooding and build recreation areas along the river seems to be working well.

"Where it's been built, it's wonderful," Executive Director Dan Gardner said.

However, state support has been less than enthusiastic. For years, it has been a struggle for the agency to get enough state funding to match the federal funding. Now, though, the state budget crisis has caused Gov. Frank O'Bannon to cut \$2.5 million for the project from this year's budget.

Delaying capital projects like the levees and other aspects of the Little Calumet plan can help in the short term, but they put people at risk until the project is completed.

Gardner is documenting floods like the current one to be able to show the legislators why the funding is necessary.

As the Indiana General Assembly opens its special session today, it should remember projects like flood control along the Little Calumet River as evidence of the need to straighten out the state's finances.

Until that is resolved, Gardner is going to municipalities like Gary to seek funding to keep the project going. That's no easy task; money everywhere is tight.

But finishing this project is important, as is evident today after so many heavy rainfalls.

Likewise, it is important to pay more serious attention to proposals for flood control along the Kankakee River. Rains will come, even if the funding is flowing slowly.

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

MAILED MAY 03 2002

**CERTIFICATE OF APPROVAL
CONSTRUCTION IN A FLOODWAY**

APPLICATION # : FW-21354

STREAM : East Arm Little Calumet River


APPLICANT : City of Portage Port Authority
John Smolar
6070 Central Avenue
Portage, IN 46368-3598

AGENT : City of Portage
Craig Hendrix, PE
6070 Central Avenue
Portage, IN 46368-3598

AUTHORITY : IC 14-28-1 with 312 IAC 10 and IC 14-29-1 with 312 IAC 6

DESCRIPTION : Approximately 3570 cubic yards of sediment will be removed from approximately .75 miles of the waterway and to a depth varying from 1' to 3' below the current streambed. A hydraulic dredge will remove the sediment and it will be pumped to upland sediment traps for dewatering and disposal. Details of the project are contained in information and plans received at the Division of Water on June 4, 2001 and June 25, 2001 and April 23, 2002.

LOCATION : **DOWNSTREAM**: Approximately 300' downstream of the SR 249 river crossing and continuing 4000' upstream at Portage, Portage Township, Porter County NE¼, NE¼, SW¼, Section 36, T 37N, R 7W, Portage Quadrangle
UTM Coordinates: Downstream 4606550 North, 485450 East
UPSTREAM: Approximately 3600' feet upstream of the SR 249 river crossing at Portage, Portage Township, Porter County
SE¼, NW¼, SW¼, Section 31, T 37N, R 6W, Portage Quadrangle
UTM Coordinates: Upstream 4606450 North, 486675 East

APPROVED BY : 
James J. Hebenstreit, P.E., Assistant Director
Division of Water

APPROVED ON : April 30, 2002

Attachments: Notice Of Right To Administrative Review
General Conditions
Special Conditions
Service List

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: FW- 21354

PERMIT VALIDITY : This permit is valid for 24 months from the "Approved On" date shown on the first page. If work has not been initiated by April 30, 2004 the permit will become void and a new permit will be required in order to continue work on the project.

This permit becomes effective 18 days after the "MAILED" date shown on the first page. If both a petition for review and a petition for a stay of effectiveness are filed before this permit becomes effective, any part of the permit that is within the scope of the petition for stay is stayed for an additional 15 days.

CONFORMANCE : Other than those measures necessary to satisfy the "General Conditions" and "Special Conditions", the project must conform to the information received by the Department of Natural Resources on: June 4, 2001, June 25, 2001 and April 23, 2002. Any deviation from the information must receive the prior written approval of the Department.

Number	Special Condition
(1)	do not work in the waterway from March 15 through May 31 and from July 15 through November 30 without the prior written approval of the Division of Fish and Wildlife
(2)	appropriately designed measures for controlling erosion and sediment must be implemented to prevent sediment from entering the stream or leaving the construction site; maintain these measures until construction is complete and all disturbed areas are stabilized
(3)	seed and protect all disturbed streambanks and slopes that are 3:1 or steeper with erosion control blankets (follow manufacturer's recommendations for selection and installation) or use an appropriate structural armament; seed and apply mulch on all other disturbed areas
(4)	restrict dredging to daylight hours and do not exceed a total of 12 hours in a day during the normally closed period, June 1 through June 15
(5)	prevent sediment or silt materials from entering the waterway by using silt fencing and straw bales where any stream bank de-stabilization and erosion may occur
(6)	the sediment traps and sites for de-watering and disposal shall not be located in wetlands or wooded areas
(7)	cease operations immediately if any signs of stressed, dying or dead fish are seen during the operations
(8)	a silt barrier should be installed and maintained around the immediate area of the waterway which is being dredged to prevent re-suspended material from moving downstream or into Lake Michigan
(9)	utilize silt/sediment traps inchannel at the upper reach of the project; maintain and clean out traps when they become 50% full
(10)	complete the work on one shoreline prior to moving to the other side

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: FW- 21354

- (11) do not remove trees within the riparian corridor without prior written approval from the Division of Fish and Wildlife
- (12) dredging must be done with a hydraulic suction dredge
- (13) place all excavated material landward of the floodway *
- (14) do not leave felled trees, brush, or other debris in the floodway *
- (15) upon completion of the project, remove all construction debris from the floodway *
- (16) if the waterway will be closed to boating sufficient notification needs to be make to those using the waterway
- (17) a lookout will be on duty to warn boaters of any hazard created by dredging, and all pipes will be marked
- (18) if boat traffic will be restricted, personnel need to be dedicated to direct boat traffic, since this area is heavily used
- (19) before initiating construction a bond shall be posted by the license applicant with the department in the form of a surety bond, a cash bond, or a certificate of deposit; no surety bond shall be approved unless issued by a company holding an applicable certificate of authority from the department of insurance, state of Indiana, as defined in 312 IAC 6-5-5
- (20) pay royalty fee of \$0.25/cubic yard of material removed from the bed of the lake, if the material is not used as beach nourishment or transported to a state approved sanitary landfill, as defined in IC 14-32-5-4
- (21) * NOTE: for regulatory purposes, the floodway is defined as that shown on Panel 5 and Panel 10 of the City of Portage Flood Boundary and Floodway Map dated June 1, 1982

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

MAILED MAY 03 2002

**CERTIFICATE OF APPROVAL
CONSTRUCTION IN A FLOODWAY**

APPLICATION # : FW-21388

STREAM : Burns Ditch

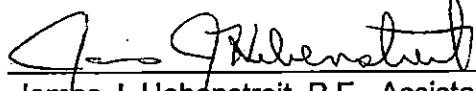
APPLICANT : City of Portage Port Authority
John Smolar
6070 Central Avenue
Portage, IN 46368-3598

AGENT : City of Portage
Craig Hendrix, PE
6070 Central Avenue
Portage, IN 46368-3598

AUTHORITY : IC 14-28-1 with 312 IAC 10 and IC 14-29-1 with 312 IAC 6

DESCRIPTION : Approximately 22,031 cubic yards of sediment will be removed from approximately 1.5 miles of the waterway and to a depth varying from 1' to 3' below the current streambed. A hydraulic dredge will remove the sediment and it will be pumped to upland sediment traps for dewatering and disposal. Details of the project are contained in information and plans received at the Division of Water on June 4, 2001 and June 25, 2001 and April 23, 2002.

LOCATION : DOWNSTREAM: Approximately 120' south (upstream) of the US 12 ditch crossing at Portage, Portage Township, Porter County
SE¼, NE¼, NW¼, Section 36, T 37N, R 7W, Portage Quadrangle
UTM Coordinates: Downstream 4607150 North, 485300 East
UPSTREAM: Approximately 7900' downstream from the US 20 ditch crossing and continuing 8500' downstream at Portage, Portage Township, Porter County
NE¼, SE¼, NW¼, Section 2, T 36N, R 7W, Portage Quadrangle
UTM Coordinates: Upstream 4605400 North, 483800 East

APPROVED BY : 
James J. Hebenstreit, P.E., Assistant Director
Division of Water

APPROVED ON : April 30, 2002

Attachments: Notice Of Right To Administrative Review
General Conditions
Special Conditions
Service List

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: FW- 21388

PERMIT VALIDITY : This permit is valid for 24 months from the "Approved On" date shown on the first page. If work has not been initiated by April 30, 2004 the permit will become void and a new permit will be required in order to continue work on the project.

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CONFORMANCE : Other than those measures necessary to satisfy the "General Conditions" and "Special Conditions", the project must conform to the information received by the Department of Natural Resources on: June 4, 2001, June 25, 2001 and April 23, 2002. Any deviation from the information must receive the prior written approval of the Department.

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(3)	seed and protect all disturbed streambanks and slopes that are 3:1 or steeper with erosion control blankets (follow manufacturer's recommendations for selection and installation) or use an appropriate structural armament; seed and apply mulch on all other disturbed areas
(4)	restrict dredging to daylight hours and do not exceed a total of 12 hours in a day during the normally closed period, June 1 through June 15
(5)	prevent sediment or silt materials from entering the waterway by using silt fencing and straw bales where any stream bank de-stabilization and erosion may occur
(6)	the sediment traps and sites for de-watering and disposal shall not be located in wetlands or wooded areas
(7)	cease operations immediately if any signs of stressed, dying or dead fish are seen during the operations
(8)	a silt barrier should be installed and maintained around the immediate area of the waterway which is being dredged to prevent re-suspended material from moving downstream or into Lake Michigan
(9)	utilize silt/sediment traps in channel at the upper reach of the project; maintain and clean out traps when they become 50% full
(10)	complete the work on one shoreline prior to moving to the other side

STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES

SPECIAL CONDITIONS

APPLICATION #: FW- 21388

- (11) do not remove trees within the riparian corridor without prior written approval from the Division of Fish and Wildlife
- (12) dredging must be done with a hydraulic suction dredge
- (13) place all excavated material landward of the floodway *
- (14) do not leave felled trees, brush, or other debris in the floodway *
- (15) upon completion of the project, remove all construction debris from the floodway *
- (16) a lookout will be on duty to warn boaters of any hazard created by dredging, and all pipes will be marked
- (17) if boater traffic will be resitricted, personel need to be dedicated to direct boat traffic, since this area is heavily used
- (18) if the waterway will be closed to boating sufficient notification needs to be make to those using the waterway
- (19) before initiating construction a bond shall be posted by the license applicant with the department in the form of a surety bond, a cash bond, or a certificate of deposit; no surety bond shall be approved unless issued by a company holding an applicable certificate of authority from the department of insurance, state of Indiana, as defined in 312 IAC 6-5-5
- (20) pay royalty fee of \$0.25/cubic yard of material removed from the bed of the lake, if the material is not used as beach nourishment or transported to a state approved sanitary landfill, as defined in IC 14-32-5-4
- (21) * NOTE: for regulatory purposes, the floodway is defined as that shown on Panel 5 and Panel 10 of the City of Portage Flood Boundary and Floodway Map dated June 1, 1982

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2002 - APRIL 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
	<hr/>
	1,716,775.40

RECEIPTS - JANUARY 1, 2002 - APRIL 30, 2002

LEASE RENTS	19,900.00
INTEREST INCOME(FROM CHECKING & FIRST NATL)	14,496.78
LAND ACQUISITION	216,671.55
ESCROW ACCOUNT INTEREST	198.97
MISC. INCOME	
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	520.28
PROCEEDS FROM VOIDED CHECKS	1,500.00
Ck#7254 N. NIMETZ	1,500.00
TOTAL RECEIPTS	<hr/>
	253,287.58

DISBURSEMENTS - JANUARY 1, 2002 - APRIL 30, 2002

ADMINISTRATIVE	
2001 EXPENSES PAID IN 2002	94,996.71
PER DIEM	3,700.00
LEGAL SERVICES	3,731.32
NIRPC	48,609.73
TRAVEL & MILEAGE	483.60
PRINTING & ADVERTISING	539.41
BONDS & INSURANCE	77.00
TELEPHONE EXPENSE	1,720.77
MEETING EXPENSE	1,623.12
LAND ACQUISITION	
LEGAL SERVICES	27,628.40
APPRAISAL SERVICES	15,700.00
ENGINEERING SERVICES	34,453.39
LAND PURCHASE CONTRACTUAL	12,169.00
FACILITIES/PROJECT MAINTENANCE SERVICES	8,555.00
OPERATIONS SERVICES	0.00
LAND MANGEMENT SERVICES	64,126.66
SURVEYING SERVICES	3,265.00
MISCELLANEOUS EXPENSES	0.00
ECONOMIC/MARKETING SOURCES	380.00
PROPERTY & STRUCTURE COSTS	4,448.00
MOVING ALLOCATION	0.00
TAXES	0.00
PROPERTY & STRUCTURES INSURANCE	0.00
UTILITY RELOCATION SERVICES	3,398.21
LAND CAPITAL IMPROVEMENT	0.00
STRUCTURAL CAPITAL IMPROVEMENTS	345.00
TOTAL DISBURSEMENTS	<hr/>
	234,953.61

CASH POSITION - APRIL 30, 2002

CHECKING ACCOUNT	
LAND ACQUISITION	96,190.77
GENERAL FUND	108,216.56
TAX FUND	

INVESTMENTS

FIRST NATIONAL BANK	700,000.00	4/26/2003
(BASE CAPITAL INVESTMENT)		
FIRST NATIONAL BANK	258,000.00	10/25/2002
(MISC INTEREST/RENTAL INVESTMENT)		
BANK ONE	158,508.13	MONEY MARKET
(LEL MONEY)		
BANK ONE	141,505.00	MONEY MARKET
(MARINA SAND MONEY)		
+		
BANK ONE	17,866.13	MONEY MARKET
(STATE DRAW MONIES)		
BANK ONE	388,945.83	MONEY MARKET
(GARY PARKS & REC MONIES)		
TOTAL INVESTMENTS		1,664,825.09
ESCROW ACCOUNT INTEREST AVAILABLE		<hr/>
		299.54

1,869,531.96

21

CLAIMS PAYABLE FOR MAY 2002

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	CASALE WOODWARD BULS, LLP	283.33	RETAINER FEE BILLED FOR PERIOD ENDED 5/27/02
5811	CASALE WOODWARD BULS, LLP	1,035.00	ADDITIONAL LEGAL SERVICES FOR PERIOD ENDED 5/27/02
5812	NIRPC	10,038.82	SERVICES PERFORMED APRIL 2002
5821	SANDY MORDUS	15.96	MILEAGE 4/29/02-5/29/02
5824	AT & T	44.93	BILLING PERIOD 3/1/02-3/14/02 FOR CALLING CARD
5824	VERIZON	114.51	BILING PERIOD 5/16/02-6/15/02 TOTAL BILL 227.67, KRBC 113.16
5825	SAND RIDGE BANK	15.26	EXPENSES INCURRED FOR 5/2/02 BOARD MEETING
5838	LOUIS CASALE	5,205.87	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 5/27/02
5842	GARCIA LE & ASSOCIATES LLC	500.00	ENGINEERING SERVICES RENDERED FOR STAGE III REMEDIATION
5842	GARCIA LE & ASSOCIATES LLC	2,760.00	ENGINEERING SERVICES RENDERED FOR STAGE III REMEDIATION
5842	GARCIA LE & ASSOCIATES LLC	2,515.00	ENGINEERING SERVICES FOR IN-PROJECT MITIGATION
5842	R. W. ARMSTRONG	4,468.36	PROFESSIONAL SERVICES FOR PERIOD ENDED 5/17/02
5843	LAKE COUNTY RECORDER	14.00	TO RECORD DEED FOR DC-765
5843	LAKE COUNTY RECORDER	44.00	TO RECORD DRAINAGE DITCH & STAGE III CULVERT REMEDIATION
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-306A
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 24,26 27 & 28 BLK 73
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 18-20 BLK 74
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 18-23 & 25 BLK 75
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 27,29 & 30 BLK 56
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOT 20 BLK 57
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-279A
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 21,22,32 & 33 BLK 57
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-328B
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-113A
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-113C
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-114B
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-115
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-144
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-144A
5843	INDIANA TITLE NETWORK COMPANY	120.00	TITLE WORK FOR DC-526
5843	TICOR TITLE INSURANCE COMPANY	385.00	TITLE WORK PREFORMED FOR DC-497
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-140
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-348
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-349
5844	JAMES E. POKRAJAC	4,973.50	ENGINEERING/LAND MANAGEMENT SERVICES 4/16/02-4/30/02
5844	JAMES E. POKRAJAC	183.96	APRIL MILEAGE
5844	JAMES E. POKRAJAC	4,263.00	ENGINEERING/LAND MANAGEMENT SERVICES 5/1/02-5/15/02
5844	JUDITH VAMOS	3,266.75	LAND ACQUISITION/MANAGEMENT SERVICES 4/16/02-4/30/02
5844	JUDITH VAMOS	12.04	APRIL MILEAGE
5844	JUDITH VAMOS	3,248.50	LAND ACQUISITION/MANAGEMENT SERVICES 5/1/02-5/15/02
5844	G. LORRAINE KRAY	1,040.25	CREDITING TECHNICIAN/LAND ACQUISITION ASST 4/16/02-4/30/02
5844	G. LORRAINE KRAY	775.62	CREDITING TECHNICIAN/LAND ACQUISITION ASST 5/1/02-5/15/02
5844	SANDY MORDUS	477.75	CREDITING TECHNICIAN SERVICES 4/17/02-4/30/02
5844	SANDY MORDUS	343.00	CREDITING TECHNICIAN SERVICES 5/1/02-5/15/02
5847	DLZ	1,000.00	SURVEYING SERVICES RENDERED IN STAGE VI PHASE I
5861	ELIJAH COLE	1,700.00	PURCHASE PRICE OF DC-752
5861	ROBERT FREDIANELLI	1,375.00	PURCHASE PRICE OF EASEMENT FOR DC-1040
5861	JOHN HART	1,375.00	PURCHASE PRICE OF EASEMENT FOR DC-1039
5861	RICHARD A BLACK	1,300.00	PURCHASE PRICE OF EASEMENT FOR DC-1038
5861	PAUL ALLEN	1,800.00	UNIFORM EASEMENT ACQUISITION OFFER DC-786
5863	LAKE COUNTY TREASURER	6,521.35	TAXES TO AVOID LENGTHLY CONDEMINATIONS ON DC-69B, DC-595, & DC-707
5881	VALPARAISO INSURANCE PROFESSIONAL	1,968.00	ADDITIONAL ACREAGE FOR COMMERCIAL GENERAL LIABILITY RENEWAL POLICY
TOTAL		68,403.76	
SOUTH SHORE MARINA INC		1,313.00	COST INCURRED IN BARRICADING ACCESS TO WRIGHT STREET
SOUTH SHORE MARINA INC		1,380.00	INSTALL HANDRAILS AT BURNS WATERWAY BREAKWATER
TOTAL		71,096.76	

22

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MONTHLY BUDGET REPORT, MAY 2002

	2002							6 MONTH	UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	ALLOCATED	BUDGETED
								TOTAL	BALANCE
5801 PER DIEM EXPENSES	16,000.00	400.00	0.00	0.00	0.00	0.00		400.00	15,600.00
5811 LEGAL EXPENSES	8,500.00	1,102.33	670.33	1,522.33	337.33	1,318.33		4,950.65	3,549.35
5812 NIRPC SERVICES	125,000.00	9,166.68	9,877.00	9,953.97	11,083.65	10,038.82		50,120.12	74,879.88
5821 TRAVEL/MILEAGE	14,000.00	153.20	0.00	0.00	205.56	15.96		374.72	13,625.28
5822 PRINTING/ADVERTISING	5,000.00	0.00	56.67	465.62	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		6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00	356.03	391.21	554.13	365.78	159.44		1,826.59	5,173.41
5825 MEETING EXPENSES	8,000.00	98.57	0.00	0.00	59.08	15.26		172.91	7,827.09
5838 LEGAL SERVICES	125,000.00	7,875.89	6,320.57	6,146.94	8,282.77	5,205.87		33,832.04	91,167.96
5840 PROFESSIONAL SERVICES	500,000.00	24,865.61	39,996.25	31,588.45	28,835.44	35,610.73		160,896.48	339,103.52
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00	2,275.00	0.00	4,800.00	5,133.74	14,071.35		26,280.09	3,143,907.91
5881 PROPERTY/STRUCTURE INS.	25,000.00	0.00	0.00	0.00	24,210.50	1,968.00		26,178.50	-1,178.50
5882 UTILITY RELOCATION EXP.	200,000.00	0.00	0.00	0.00	62,507.00	0.00		62,507.00	137,493.00
5883 PROJECT LAND CAP. IMPROV.	250,000.00	0.00	0.00	0.00	0.00	0.00		0.00	250,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	345.00	0.00	0.00	162.75	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		374,639.89	4,111,548.11

	2002							12 MONTH	UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ALLOCATED	BUDGETED
								TOTAL	BALANCE
5801 PER DIEM EXPENSES	16,000.00							400.00	15,600.00
5811 LEGAL EXPENSES	8,500.00							4,950.65	3,549.35
5812 NIRPC SERVICES	125,000.00							50,120.12	74,879.88
5821 TRAVEL/MILEAGE	14,000.00							374.72	13,625.28
5822 PRINTING/ADVERTISING	5,000.00							522.29	4,477.71
5823 BONDS/INSURANCE	7,500.00							6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00							1,826.59	5,173.41
5825 MEETING EXPENSES	8,000.00							172.91	7,827.09
5838 LEGAL SERVICES	125,000.00							33,832.04	91,167.96
5840 PROFESSIONAL SERVICES	500,000.00							160,896.48	339,103.52
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00							26,280.09	3,143,907.91
5881 PROPERTY/STRUCTURE INS.	25,000.00							26,178.50	-1,178.50
5882 UTILITY RELOCATION EXP.	200,000.00							62,507.00	137,493.00
5883 PROJECT LAND CAP. IMPROV.	250,000.00							0.00	250,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00							507.75	24,492.25
	4,486,188.00							374,639.89	4,111,548.11

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, IL 60608-7208

REPLY TO
ATTENTION OF

May 7, 2002

Planning, Programming and Project
Management Division

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


Dear Mr. Gardner:

We request that the Little Calumet River Basin Development Commission provide local cash contribution of \$266,000 for the Little Calumet River Flood Protection and Recreation Project in accordance with Articles II and VI of the Local Cooperation Agreement (LCA) executed on August 16, 1990. Please deposit the funds into the established escrow account (Number 7500-0244-4747) as specified in Article VI.6.2 of the LCA.

The Requested contribution represent the Commission's obligation to contribution in cash 5 percent of the costs estimated to be incurred (related to structural flood control measures) through the end of the Federal Government's fiscal year ending on September 30, 2003. This funding will be used in FY 2003 beginning on October 1, 2002.

If you have any questions, please contact me at 312-353-6400 ext. 1809.

Sincerely,



Imad N. Samara
Project Manager

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

REPLY TO
ATTENTION OF

14 May 2002

Planning, Programs and
Project Management Division

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

RE: Request that you make available to the Little Calumet River Flood Control Project the property between Chase and Grant Streets south of the Little Calumet River.

Dear Mr. Gardner,

We ask that you make available to the Little Calumet River flood control project the approximately 198 acre field located between Chase and Grant Streets south of the river. The purpose is to return wetland hydrology to hydric soil in order to meet the Indiana Department of Environmental Management (IDEM) 401 water Quality Certification requirements. As you know, construction of the west reach half of the project cannot proceed until 401 water quality certification has been met.

Several times in the past you have expressed the concern to me and others that the Commission could be forced to repay rent received from the Lake Erie Land Development Company (LEL) should the Commission terminate its lease to LEL. A legal review by our Office of Counsel and Division of Real Estate showed no clause in your lease agreement with LEL requiring you to repay rent received should you exercise your right to terminate without cause. That review showed only the requirement that you reimburse the Licensee for the appraised value of any improvements to the property made by them. There have been no improvements to the property we are asking you to make available to us. Accordingly, the agreement would not, in our opinion, expose you to any liability with regard to rental payments.

As my staff has discussed with you previously, we are willing to consider any lands that you would care to submit as an alternative to the property we request here so long as they meet project and IDEM requirements. In the absence of a suitable alternative, we will consider Chase/Grant to be the preferred plan and will move forward with it.

For your information, I have enclosed a topographic map and an aerial photo with boundaries showing our requirement, together with three copies of DA Form 1959 that show control point locations. Please call if we may provide you with any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'RC' with a long horizontal flourish extending to the right.

Ray Coughenour
Deputy District Engineer

Copy Furnished:

Mr. Louis M. Casale

Enclosures:

Two figures showing location of requested property.
DA Form 1959 showing locations of three (3) control points.

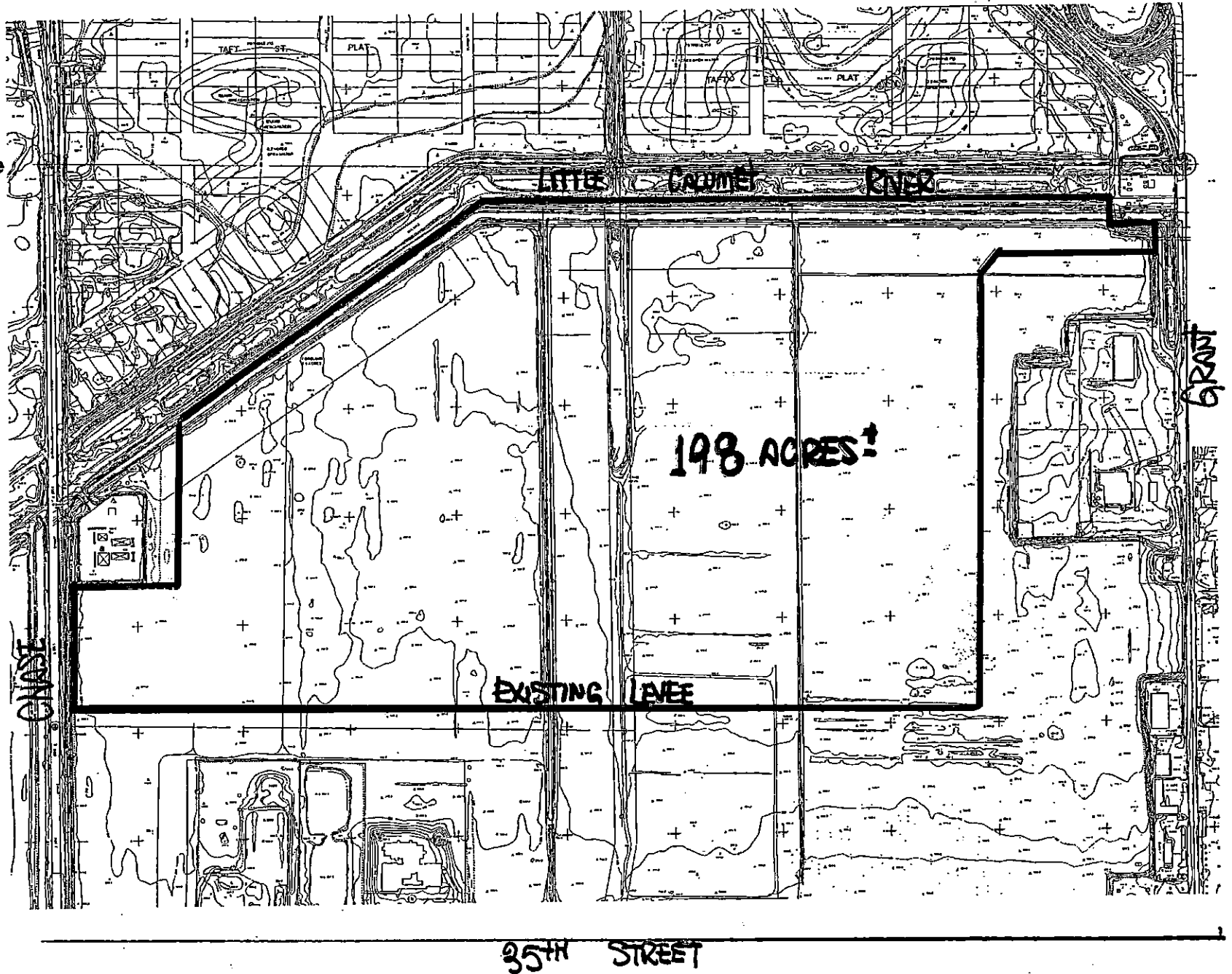


US Army Corps
of Engineers
Chicago District

Hydric Soil Rehydration Site

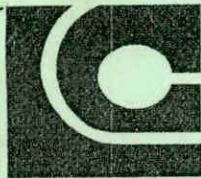
Boundary

14 Mar 02



• appmt Cost
per a person

- air
- room & tax
- meal
- Tr - Hotel
- per diem
- registration -



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTL, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

ROBERT MARSZALEK
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

+ Louis,
Don,
Sandy

get to have:
• letter from state
financial capability

FINANCE COMMITTEE AGENDA

10:00 p.m. Tuesday, June 4, 2002

LCRBDC Office

Agenda topics
Finance report
(Curt absent)

1. Current Financial Situation
 - Acknowledgement from Budget Director
 - Prospect for \$2.5 million returned to Commission
 - "Crisis Budget" plan
2. Action for Board meeting
 - O&M Item
 - Marina Item
 - Budget Transfer
3. Sean Fahey report
 - "Revenues" – Leases, income
 - Update on his recent trip here on May 23rd
 - Re-formatting financial information
4. Other Items

App (Curt)
• Emer plan
• full chg
• COE develop plan
• bike trail
• way back



STATE OF INDIANA

Frank O'Bannon
Governor

STATE BUDGET AGENCY

212 State House
Indianapolis, IN 46204-2796
(317) 232-5610

Betty Cockrum
Director

May 8, 2002

Mr. William S. Tanke, Chairman
Mr. Dan Gardner, Executive Director
Little Calumet River Basin Development Commission
6100 Southport Road
Portage, Indiana 46368

Dear Messrs. Tanke and Gardner:

Thank you for your letter dated April 10, 2002. We appreciate the importance of the Little Calumet River Basin Development Commission project in preventing flooding in urban areas. On July 27, 2001, the Budget Committee reviewed the \$5.5 million Build Indiana Fund (BIF) appropriation for the Little Calumet River Basin Development Commission and granted \$3 million of the total appropriation. We understand that these funds will be used as matching funds to leverage federal dollars.

Unfortunately, there are hundreds of projects across the state that are equally deserving. In fact, more than \$247.5 million earmarked for Build Indiana Fund projects is being used to address the state's shortfall. Cuts include \$40 million set aside for K-12 schools to buy computer hardware, \$2.5 million for Purdue University to teach school children about technical scientific instruments, \$29 million for state university technology purchases, \$50 million for the 21st Century Research and Technology Fund, which was created in 1999 to fund research and development at universities and private industry, and \$21 million for Community Wastewater and Drinking Water projects.

The Governor and I know that BIF projects have done a tremendous amount of good in local communities and BIF has provided much needed cash for statewide projects that otherwise might have languished. However, with a budget shortfall of the magnitude that Indiana faces – and no legislative solution at the present time – many deserving projects must be cut or delayed. Projections show that Indiana faces a \$1 billion budget deficit by June 30, 2003, if nothing is done. At this time, spending cuts are one means of addressing the problem.

Should you have additional questions, please contact Amy McFadden at 317/232-5624.

Sincerely,

Betty Cockrum, Director
State Budget Agency

not included in our budgeting

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

\$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, property insurance)
\$1,361,439	
- 266,000	COE escrow payment due October, 2002 (7% Cash contribution)
\$1,095,439	
- 250,000	Estimate for mitigation costs (Figure ½ of \$500,000 earlier committed. Needed for "good faith effort")
\$ 845,439	
- 25,000	Burr Street acquisition committed. Offers in process.
\$ 820,439	
- 700,000	Kennedy Industrial Park property acquisition (VI-15) (20 parcels)
\$ 120,439	
- 75,000	Utility relocation engineering money (VI-1 & VI-2) (approx. 16 relocates)
\$ 45,439	
- 45,439	Estimate of ongoing title work costs for crediting purposes
-0-	

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)
<u>(-1,900,000)</u>	<u>Burr Street Phase 2 construction cost (Not creditable. Needs State consensus)</u>
(-2,498,000)	Total commitments from \$2.5 million in budget recision

\$ 3,000,000	-	Approved for drawdown on 7/26/01
<u>-234,379</u>		(Marathon #49 draw)
\$ 2,765,621		
		(In house draw #50)
		(In house draw #51)
<u>-104,093</u>		(draw #52)
\$ 2,661,528		
<u>-70,550</u>		(draw #53)
\$ 2,590,978		
<u>-227,272</u>		(draw #54 - \$46,000 last 2 draws + \$181,272 payback escrows
		const. only - no Burr Street)
\$ 2,363,706		
		(In house draw #55)
<u>-34,690</u>		(draw #56)
\$ 2,329,016		
<u>-350,000</u>		(draw #57)
\$ 1,979,016		
		(In house draw #58)
		(In house draw #59)
<u>-52,095</u>		(draw #60)
\$ 1,926,921		
		(In house draw #61)
<u>-40,958</u>		(draw #62)
\$ 1,885,963		
		(In house draw #63)
<u>- 38,054</u>		(draw #64)
\$ 1,847,909		
		(In house draw #65)
<u>- 34,599</u>		(draw #66)
\$ 1,813,310		
<u>-33,124</u>		(draw #67)
\$ 1,780,186		
<hr/>		
<u>- 18,747</u>		(draw #68)
\$ 1,761,439		
		(draw #69)
<u>- 91,244</u>		
\$ 1,670,195		
		(draw #70)
<u>- 12,384</u>		
\$ 1,657,811		
		(draw #71)
<u>- 266,000</u>		
\$ 1,391,811		
<u>- 26,179</u>		(draw #72)
\$ 1,365,632		
<u>- 27,344</u>		(draw #73)
\$ 1,338,288		

1. O&M Item:

South Shore Marina invoice received from Pete Zak for \$1,313 for cost incurred in barricading access to Commission property (Wright Street in Gary). This is not creditable so we cannot draw the money from the State.

RECOMMENDATION:

To pay \$1,313 from LEL funds
(Balance in account as of 5/31/02 - \$130,150)

money pulled

2. Marina Item:

South Shore Marina invoice received from Pete Zak for \$1,380 for cost incurred in installing handrails at Burns Waterway Breakwater in Portage. This is not creditable so we cannot draw the money from the State.

RECOMMENDATION:

To pay \$1,380 from Sand Fund monies
(Balance in account as of 5/31/02 - \$141,505)

3. Budget Transfer:

\$25,000 presently budgeted for Line 5881 (Property/Structure Insurance)

Valparaiso Insurance Professionals	-	\$ 24,211
Additional properties added onto policy	-	\$ 1,968
		\$ 26,179
Estimate of 2 more invoices on structure insurance expected this year	-	\$ 1,000
		\$ 27,179
Additional \$1 million coverage On General Liability policy	-	\$ 7,301
TOTAL	-	\$ 34,480

27,179
25,000
2179

*Chris St
Pudley
revised numbers*

RECOMMENDATION: -

~~\$25,000 Budget Transfer~~ from Line 5883 (Project Land Capital Improvements)
to Line 5881 (Property/Structure Insurance)

~~\$10,000~~

\$3,000 transfer

2 Dept. of Insurance

2750 *Christ*

SOUTH SHORE MARINA, INC.

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

Name	Little Cal. River Basin Dev. Comm.			Date 11-23-02	Promised		Completed	
Address	6100 Southport Rd.			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. Install Handrails at Burns Waterway breakwater	
				14 x 28 Barge 1day	\$400.00
				Skilled operator 1 day	440.00
				Helper laborers 1 day 3 ea	540.00
				Total	\$1380.00
				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	\$1380.00
				Total Parts	
				State Tax	
				Total Amount of Invoice	\$1380.00
	Total Parts				

Auth. by: _____ Rec. by: _____

REC'D MAY 16 2002

**VALPARAISO
INSURANCE
PROFESSIONALS**

Over 60 years of "Nothing but Insurance"

P.O. BOX 288 / 2621 BEECH STREET / VALPARAISO, IN 46384 / AREA 219 462-5106



May 14, 2002

RE: Increased General Liability Limit

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

Dear Sandy,

Confirming our recent telephone conversation, the annual additional premium to increase the limits on the Commission's General Liability policy from \$1,000,000 per occurrence / \$2,000,000 aggregate to \$2,000,000 per occurrence / \$3,000,000 aggregate (is \$7,301²) (including a surplus lines tax of \$178.08). The company will likely conduct an inspection before making their final decision whether to offer this increased limit. Let me know whether you are interested in pursuing this; if you have any questions, or need anything further, don't hesitate to call.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John'.

John E. Green AU, APA
Manager/Agent
Valparaiso Insurance Professionals

VALPARAISO INSURANCE PROFESSIONALS
P. O. BOX 288

Insurance is OUR Profession...Properly Planned for YOUR Protection

CLAIMS PAYABLE FOR MAY 2002

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	CASALE WOODWARD BULS, LLP	283.33	RETAINER FEE BILLED FOR PERIOD ENDED 5/27/02
5811	CASALE WOODWARD BULS, LLP	1,035.00	ADDITIONAL LEGAL SERVICES FOR PERIOD ENDED 5/27/02
5812	NIRPC	10,038.82	SERVICES PERFORMED APRIL 2002
5821	SANDY MORDUS	15.96	MILEAGE 4/29/02-5/29/02
5824	AT & T	44.93	BILLING PERIOD 3/1/02-3/14/02 FOR CALLING CARD
5824	VERIZON	114.51	BILING PERIOD 5/16/02-6/15/02 TOTAL BILL 227.67, KRBC 113.16
5825	SAND RIDGE BANK	15.26	EXPENSES INCURRED FOR 5/2/02 BOARD MEETING
5838	LOUIS CASALE	5,205.87	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 5/27/02
5842	GARCIA LE & ASSOCIATES LLC	500.00	ENGINEERING SERVICES RENDERED FOR STAGE III REMEDIATION
5842	GARCIA LE & ASSOCIATES LLC	2,760.00	ENGINEERING SERVICES RENDERED FOR STAGE III REMEDIATION
5842	GARCIA LE & ASSOCIATES LLC	2,515.00	ENGINEERING SERVICES FOR IN-PROJECT MITIGATION
5842	R. W. ARMSTRONG	4,468.36	PROFESSIONAL SERVICES FOR PERIOD ENDED 5/17/02
5843	LAKE COUNTY RECORDER	14.00	TO RECORD DEED FOR DC-765
5843	LAKE COUNTY RECORDER	44.00	TO RECORD DRAINAGE DITCH & STAGE III CULVERT REMEDIATION
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-306A
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 24,26 27 & 28 BLK 73
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 18-20 BLK 74
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 18-23 & 25 BLK 75
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 27,29 & 30 BLK 56
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOT 20 BLK 57
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-279A
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-355B LOTS 21,22,32 & 33 BLK 57
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-328B
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-113A
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-113C
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-114B
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-115
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-144
5843	INDIANA TITLE NETWORK COMPANY	270.00	TITLE WORK FOR DC-144A
5843	INDIANA TITLE NETWORK COMPANY	120.00	TITLE WORK FOR DC-526
5843	TICOR TITLE INSURANCE COMPANY	385.00	TITLE WORK PREFORMED FOR DC-497
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-140
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-348
5843	TICOR TITLE INSURANCE COMPANY	300.00	TITLE WORK PREFORMED FOR DC-349
5844	JAMES E. POKRAJAC	4,973.50	ENGINEERING/LAND MANAGEMENT SERVICES 4/16/02-4/30/02
5844	JAMES E. POKRAJAC	183.96	APRIL MILEAGE
5844	JAMES E. POKRAJAC	4,263.00	ENGINEERING/LAND MANAGEMENT SERVICES 5/1/02-5/15/02
5844	JUDITH VAMOS	3,266.75	LAND ACQUISITION/MANAGEMENT SERVICES 4/16/02-4/30/02
5844	JUDITH VAMOS	12.04	APRIL MILEAGE
5844	JUDITH VAMOS	3,248.50	LAND ACQUISITION/MANAGEMENT SERVICES 5/1/02-5/15/02
5844	G. LORRAINE KRAY	1,040.25	CREDITING TECHNICIAN/LAND ACQUISITION ASST 4/16/02-4/30/02
5844	G. LORRAINE KRAY	775.62	CREDITING TECHNICIAN/LAND ACQUISITION ASST 5/1/02-5/15/02
5844	SANDY MORDUS	477.75	CREDITING TECHNICIAN SERVICES 4/17/02-4/30/02
5844	SANDY MORDUS	343.00	CREDITING TECHNICIAN SERVICES 5/1/02-5/15/02
5847	DLZ	1,000.00	SURVEYING SERVICES RENDERED IN STAGE VI PHASE I
5861	ELIJAH COLE	1,700.00	PURCHASE PRICE OF DC-762
5861	ROBERT FREDIANELLI	1,375.00	PURCHASE PRICE OF EASEMENT FOR DC-1040
5861	JOHN HART	1,375.00	PURCHASE PRICE OF EASEMENT FOR DC-1039
5861	RICHARD A BLACK	1,300.00	PURCHASE PRICE OF EASEMENT FOR DC-1038
5861	PAUL ALLEN	1,800.00	UNIFORM EASEMENT ACQUISITION OFFER DC-786
5863	LAKE COUNTY TREASURER	6,521.35	TAXES TO AVOID LENGTHLY CONDEMINATIONS ON DC-698, DC-595, & DC-707
5881	VALPARAISO INSURANCE PROFESSIONAL	1,968.00	ADDITIONAL ACREAGE FOR COMMERCIAL GENERAL LIABILITY RENEWAL POLICY
TOTAL		68,403.76	
	SOUTH SHORE MARINA INC	1,313.00	COST INCURRED IN BARRICADING ACCESS TO WRIGHT STREET
	SOUTH SHORE MARINA INC	1,380.00	INSTALL HANDRAILS AT BURNS WATERWAY BREAKWATER
	TOTAL	71,096.76	

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MONTHLY BUDGET REPORT, MAY 2002

	2002							6 MONTH	UNALLOCATED
	BUDGET	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	ALLOCATED	BUDGETED
								TOTAL	BALANCE
5801 PER DIEM EXPENSES	16,000.00	400.00	0.00	0.00	0.00	0.00		400.00	15,600.00
5811 LEGAL EXPENSES	8,500.00	1,102.33	670.33	1,522.33	337.33	1,318.33		4,950.65	3,549.35
5812 NIRPC SERVICES	125,000.00	9,166.68	9,877.00	9,953.97	11,083.65	10,038.82		50,120.12	74,879.88
5821 TRAVEL/MILEAGE	14,000.00	153.20	0.00	0.00	205.56	15.96		374.72	13,625.28
5822 PRINTING/ADVERTISING	5,000.00	0.00	56.67	465.62	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		6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00	356.03	391.21	554.13	365.78	159.44		1,826.59	5,173.41
5825 MEETING EXPENSES	8,000.00	98.57	0.00	0.00	59.08	15.26		172.91	7,827.09
5838 LEGAL SERVICES	125,000.00	7,875.89	6,320.57	6,146.94	8,282.77	5,205.87		33,832.04	91,167.96
5840 PROFESSIONAL SERVICES	500,000.00	24,865.61	39,996.25	31,588.45	28,835.44	35,610.73		160,896.48	339,103.52
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00	2,275.00	0.00	4,800.00	5,133.74	14,071.35		26,280.09	3,143,907.91
5881 PROPERTY/STRUCTURE INS.	25,000.00	0.00	0.00	0.00	24,210.50	1,968.00		26,178.50	-1,178.50
5882 UTILITY RELOCATION EXP.	200,000.00	0.00	0.00	0.00	62,507.00	0.00		62,507.00	137,493.00
5883 PROJECT LAND CAP. IMPROV.	250,000.00	0.00	0.00	0.00	0.00	0.00		0.00	250,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	345.00	0.00	0.00	162.75	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		374,639.89	4,111,548.11

	2002							12 MONTH	UNALLOCATED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	ALLOCATED	BUDGETED
								TOTAL	BALANCE
5801 PER DIEM EXPENSES	16,000.00							400.00	15,600.00
5811 LEGAL EXPENSES	8,500.00							4,950.65	3,549.35
5812 NIRPC SERVICES	125,000.00							50,120.12	74,879.88
5821 TRAVEL/MILEAGE	14,000.00							374.72	13,625.28
5822 PRINTING/ADVERTISING	5,000.00							522.29	4,477.71
5823 BONDS/INSURANCE	7,500.00							6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00							1,826.59	5,173.41
5825 MEETING EXPENSES	8,000.00							172.91	7,827.09
5838 LEGAL SERVICES	125,000.00							33,832.04	91,167.96
5840 PROFESSIONAL SERVICES	500,000.00							160,896.48	339,103.52
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00							26,280.09	3,143,907.91
5881 PROPERTY/STRUCTURE INS.	25,000.00							26,178.50	-1,178.50
5882 UTILITY RELOCATION EXP.	200,000.00							62,507.00	137,493.00
5883 PROJECT LAND CAP. IMPROV.	250,000.00							0.00	250,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00							507.75	24,492.25
	4,486,188.00							374,639.89	4,111,548.11

CURRENT LEASES – 2002

<u>Leasee</u>	<u>Lease Agreement</u>	<u>Yearly Income</u>	<u>Comments</u>
Ed & Tim Bult	\$6,500 per year	\$ 6, 500	Chase to Grant (Both sides of 35 th Avenue) Amount varies with acres farmed Only interested farmers
Chase Street Farm Stand	\$1,700 per month	\$20,400	Current agreement since June 18, 1997 (No escalation clause)
Chicago Towers (Includes Ameritech)	\$1,400 per month	\$16,800	Current lease since July 5, 2000 – July 5, 2005 (Increase every 5 years based on Metro Chicago Consumer Price Index)
Berkheimer	\$2,400 per year	\$ 2,400	Current lease since December 24, 1991 for \$200/month No escalation clause Parking on 2.05 acres east of their building
Mike & Melinda Adams	\$300 per month	\$ 3,600	Current lease since May 3, 2000 (No escalation clause)
3 LAMAR signs			
Sign #1050	\$600 per year	\$ 600	West side of Grant – ½ mile south of I-80/94
Sign #3475	\$3,300 per year	\$ 3,300	West of Grant – South of I-80/94
Sign #3480	\$3,300 per year	\$ 3,300	West of Grant – South of I-80/94

TOTAL YEAR LEASE INCOME	\$56,900
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LCRBDC INVESTMENT SURVEY

<u>BANK NAME</u>	<u>TERM</u>	<u>RATE</u>
Bank One	6 months	1.70%
8585 Broadway	1 year	2.26%
Merrillville, IN 46410		
Elaine York		
738-4005		
Mercantile Natl Bank	6 months	2.00%
5243 Hohman Avenue	12 months	2.14%
Hammond, IN 46320		
Kelly		
933-3985		
National City Bank	6 months	2.1%
720 W Chicago St.	12 months	2.3%
East Chicago, IN 46312		
392-6507		
Calumet Natl Bank	6 months	2.47%
5231 Hohman Avenue	1 year	2.63%
Hammond, IN 46320		
Bruce Doer		
853-2082		
Centier Bank	6 months	2.1%
103 Broadway	12 months	2.5%
Chesterton, IN 46304		
Jackie		
926-2131		
Sandridge Bank	6 months	2.20%
450 W Lincoln Hwy	1 year	2.20%
Schererville, IN 46375		
Mike Troxell / Kristy		
322-9505		
322-9529		
✓ First Natl Bank	6 months	3.00%
14 Indiana Ave.	1 year	3.45%
Valparaiso, IN		
Eric Garrard		
462-4165 Ext: 302		

Curt -
F9L,

\$700,000 reinvested at
FIRST NAT'L BANK IN
VALPO @ 3.45% for
1 year.

\$258,000 reinvested at
FIRST NAT'L BANK IN
VALPO @ 3% for
6 months.

CUSTOMER RECEIPT**Not Negotiable**

First National Bank, Valparaiso, Custody Services Unit

The within acknowledgement is evidence that the said Repurchase Agreement # 4014 herein described is now held in safekeeping at First National Bank, Valparaiso.

Pledged \$262,000.00 US Treasury Note 7.50 % Due: 11-15-16 CUSIP# 912810-DX-3-3 Held in safekeeping at Northern Trust MV118.19

Little Calumet River Basin Development Commission	PRINCIPAL:	\$258,000.00
6100 Southport Rd	RATE:	3.00/3.02 APY%
Portage, IN 46368	INTEREST:	\$3,859.39
Kim Banas	TERM:	182 days (6 mo.)
	SETTLEMENT DATE:	4/26/02
	DUE DATE:	10/25/02

Disclosure Notice

Bank Regulations require us to furnish you with the following information regarding your Retail Repurchase Agreement.

1. The Retail Repurchase Agreement is an obligation of First National Bank, Valparaiso and the underlying security stated on the retail Repurchase Agreement serves as collateral.
2. First National Bank, Valparaiso will pay a fixed amount, including interest on the purchase price, regardless of any fluctuation in the market price of underlying security.
3. The interest rate paid is not that of the underlying security.
4. General banking assets will most likely be used to satisfy the bank's obligation under the Retail Repurchase Agreements rather than the proceeds from the sale of the underlying security.
5. A retail repurchase Agreement is not a deposit, is not FDIC insured, and is not guaranteed in any way by the U.S. Government or any agency thereof.
6. You may become an unsecured creditor of First National Bank, Valparaiso to the extent the market value of the underlying security falls below the amount of the funds invested.
7. If a Retail Repurchase Agreement is redeemed prior to maturity, forfeiture of all interest earned on the amount withdrawn will occur.
8. In the event collateral must be substituted you will be promptly advised.

Additional Required Disclosure Notice

The (seller) is not permitted to substitute other securities for those subject to this agreement and therefore must keep the (buyer's) securities segregated at all times, unless in this agreement the (buyer) grants the (seller) the right to substitute other securities. If the (buyer) grants the right to substitute, this means that the (buyer's) securities will likely be commingled with the (seller's) own securities during the trade day. The (buyer) is advised that, during any trading day that the (buyer's) securities are commingled with the (seller's) security, they may be subject to liens granted by the (seller) to third parties and may be used by the (seller) for deliveries on other securities transactions. Whenever the securities are commingled, the (seller's) ability to resegment substitute securities for the (buyer) will be subject to (seller's) ability to satisfy any lien or to obtain substitute securities.

CUSTOMER RECEIPT**Not Negotiable**

First National Bank, Valparaiso, Custody Services Unit

The within acknowledgement is evidence that the said Repurchase Agreement # 4015 herein described is now held in safekeeping at First National Bank, Valparaiso.

Pledged \$724,000.00 US Treasury Note 8.125 % Due: 8-15-19 CUSIP# 912810-ED-6-7 Held in safekeeping at Northern Trust MV126.03

Little Calumet River Basin Development Commission	PRINCIPAL:	\$700,000.00
6100 Southport Rd	RATE:	3.45/3.50 APY%
Portage, IN 46368	INTEREST:	\$5,954.79 quarterly
Kim Banas	TERM:	1 year
	SETTLEMENT DATE:	4/26/02
	DUE DATE:	4/26/03

Disclosure Notice

Bank Regulations require us to furnish you with the following information regarding your Retail Repurchase Agreement.

1. The Retail Repurchase Agreement is an obligation of First National Bank, Valparaiso and the underlying security stated on the retail Repurchase Agreement serves as collateral.
2. First National Bank, Valparaiso will pay a fixed amount, including interest on the purchase price, regardless of any fluctuation in the market price of underlying security.
3. The interest rate paid is not that of the underlying security.
4. General banking assets will most likely be used to satisfy the bank's obligation under the Retail Repurchase Agreements rather than the proceeds from the sale of the underlying security.
5. A retail repurchase Agreement is not a deposit, is not FDIC insured, and is not guaranteed in any way by the U.S. Government or any agency thereof.
6. You may become an unsecured creditor of First National Bank, Valparaiso to the extent the market value of the underlying security falls below the amount of the funds invested.
7. If a Retail Repurchase Agreement is redeemed prior to maturity, forfeiture of all interest earned on the amount withdrawn will occur.
8. In the event collateral must be substituted you will be promptly advised.

Additional Required Disclosure Notice

The (seller) is not permitted to substitute other securities for those subject to this agreement and therefore must keep the (buyer's) securities segregated at all times, unless in this agreement the (buyer) grants the (seller) the right to substitute other securities. If the (buyer) grants the right to substitute, this means that the (buyer's) securities will likely be commingled with the (seller's) own securities during the trade day. The (buyer) is advised that, during any trading day that the (buyer's) securities are commingled with the (seller's) security, they may be subject to liens granted by the (seller) to third parties and may be used by the (seller) for deliveries on other securities transactions. Whenever the securities are commingled, the (seller's) ability to resegment substitute securities for the (buyer) will be subject to (seller's) ability to satisfy any lien or to obtain substitute securities.

Money Market Account 8805 -- LEL monies *Monie Fleming*
Account opened 7/18/01
Balance in account as of May 17, 2002 - \$130,149.63

2 lease options with LEL:

\$ 45,460	(upon signing of lease-9/99)	\$ 21,500	(rec'd 12/98)
\$ 45,460	(rec'd 9/00)	\$ 21,500	(rec'd 12/99)
\$ 42,660	(rec'd 9/01 -- lease reduced	\$ 21,500	(rec'd 12/00)
	because handicapped park	\$ 21,500	(rec'd 12/01)
	property was taken out of		
	original lease)		

- \$72,732 was paid out to Don Walsh & Assoc. for playground equipment at Charles Agnew Handicapped Park on 8/8/01
- \$4,300 was paid out to Precision Lawn Care for O&M on 11/13/01
- \$2,180 was paid out to South Shore Marina (beaver dam removal) for O&M on 5/6/02
- \$26,178.50 was paid out to Valparaiso Insurance Professionals (land liability insurance) on 5/17/02

Interest earned:

July, 2001	-	\$ 258.22
August 2001	-	\$ 410.15
September, 2001	-	\$ 430.94
October, 2001	-	\$ 509.48
November, 2001	-	\$ 486.71
December, 2001	-	\$ 412.54
January, 2002	-	\$ 309.65
February, 2002	-	\$ 232.58
March, 2002	-	\$ 239.69
April, 2002	-	\$ 230.82

Interest money earned \$3,520.78

Money Market Account 0573 – Sand money
Account opened 11/16/00
Balance in account as of May 1, 2002 - \$141,505.00

Interest earned:

November, 2000	-	\$ 285.28
December, 2000	-	\$ 578.35
January, 2001	-	\$ 555.12
February, 2001	-	\$ 460.63
March, 2001	-	\$ 477.17
April, 2001	-	\$ 425.30
May, 2001	-	\$ 440.55
June, 2001	-	\$ 411.62
July, 2001	-	\$ 411.97
August, 2001	-	\$ 412.56
September, 2001	-	\$ 373.82
October, 2001	-	\$ 325.98
November, 2001	-	\$ 256.77
December, 2001	-	\$ 233.02
January, 2002	-	\$ 210.12
February, 2002	-	\$ 180.04
March, 2002	-	\$ 187.30
April, 2002	-	\$ 177.91

Interest money earned \$6,403.51

Money Market Account 3285 – Special Funds of \$1.5 million (\$1,500,055 actually deposited)

Account opened 10/19/00

Balance as of May 1, 2002 - \$17,866.13

Interest earned:

October, 2000	-	\$ 1,020.85
November, 2000	-	\$ 3,071.01
December, 2000	-	\$ 2,916.52
January, 2001	-	\$ 2,556.45
February, 2001	-	\$ 1,555.98
March, 2001	-	\$ 1,360.98
April, 2001	-	\$ 978.98
May, 2001	-	\$ 870.37
June, 2001	-	\$ 257.60
July, 2001	-	\$ 94.08
August, 2001	-	\$ 64.43
September, 2001	-	\$ 32.48
October, 2001	-	\$ 22.98
November, 2001	-	\$ 17.30
December, 2001	-	\$ 14.45
January, 2002	-	\$ 10.85
February, 2002	-	\$ 9.18
March, 2002	-	\$ 9.85
April, 2002	-	\$ 9.53

Interest money earned \$ 14,873.87

Money Market Account 3376 – Gary Parks & Recreation Dept.
Account opened 1/16/01
(Monies earmarked for Gary Parks is \$394,540)
As of 5/1/02, Current Balance \$388,945.83

Interest earned:

January, 2001	-	\$ 777.25
February, 2001	-	\$ 1,467.59
March, 2001	-	\$ 1,520.27
April, 2001	-	\$ 1,355.00
May, 2001	-	\$ 1,403.59
June, 2001	-	\$ 1,311.44
July, 2001	-	\$ 1,090.40
August, 2001	-	\$ 669.31
September, 2001	-	\$ 648.53
October, 2001	-	\$ 789.20
November, 2001	-	\$ 667.07
December, 2001	-	\$ 640.50
January, 2002	-	\$ 577.54
February, 2002	-	\$ 494.87
March, 2002	-	\$ 514.84
April, 2002	-	\$ 489.02

Interest money earned \$14,416.42

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION
FINANCIAL STATEMENT
JANUARY 1, 2002 - MAY 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
	<hr/>
	1,716,775.40

RECEIPTS - JANUARY 1, 2002 - MAY 31, 2002

LEASE RENTS	23,300.00
INTEREST INCOME(FROM CHECKING & FIRST NATL)	14,496.78 *****need
LAND ACQUISITION	346,478.31
ESCROW ACCOUNT INTEREST	198.97 *****need
MISC. INCOME	
KRBC REIMBURSEMENT RE: TELEPHONE CHARGE	520.28
PROCEEDS FROM VOIDED CHECKS	1,500.00
Ck#7254 N. NIMETZ	1,500.00
TOTAL RECEIPTS	386,494.34

DISBURSEMENTS - JANUARY 1, 2002 - MAY 31, 2002

ADMINISTRATIVE	
2001 EXPENSES PAID IN 2002	94,996.71
PER DIEM	3,700.00
LEGAL SERVICES	4,068.65
NIRPC	59,680.57
TRAVEL & MILEAGE	689.16
PRINTING & ADVERTISING	539.41
BONDS & INSURANCE	6,070.75
TELEPHONE EXPENSE	2,747.49
MEETING EXPENSE	1,650.35
LAND ACQUISITION	
LEGAL SERVICES	35,911.17
APPRAISAL SERVICES	21,550.00
ENGINEERING SERVICES	35,803.39
LAND PURCHASE CONTRACTUAL	17,597.00
FACILITIES/PROJECT MAINTENANCE SERVICES	8,555.00
OPERATIONS SERVICES	0.00
LAND MANGEMENT SERVICES	91,833.53
SURVEYING SERVICES	6,335.00
MISCLANBOUS EXPENSES	0.00
ECONOMIC/MARKETING SOURCES	380.00
PROPERTY & STRUCTURE COSTS	7,539.62
MOVING ALLOCATION	0.00
TAXES	6,521.35
PROPERTY & STRUCTURES INSURANCE	0.00
UTILITY RELOCATION SERVICES	65,905.21
LAND CAPITAL IMPROVEMENT	0.00
STRUCTURAL CAPITAL IMPROVEMENTS	345.00
TOTAL DISBURSEMENTS	377,422.65

CASH POSITION - MAY 31, 2002

CHECKING ACCOUNT	
LAND ACQUISITION	102,189.92
GENERAL FUND	92,954.93 ****
TAX FUND	
INVESTMENTS	
{ FIRST NATIONAL BANK	700,000.00
(BASE CAPITAL INVESTMENT)	
{ FIRST NATIONAL BANK	258,000.00
(MISC INTEREST/RENTAL INVESTMENT)	
	4/26/2003 ok
	10/25/2002 ok
+	
{ BANK ONE	158,508.13
(LEL MONEY)	
{ BANK ONE	141,505.00
(MARINA SAND MONEY)	
{ BANK ONE	17,866.13
(STATE DRAW MONIES)	
{ BANK ONE	388,945.83
(GARY PARKS & REC MONIES)	
	MONEY MARKET ***
	MONEY MARKET ***
	MONEY MARKET ***
	MONEY MARKET ***
TOTAL INVESTMENTS	1,664,825.09
ESCROW ACCOUNT INTEREST AVAILABLE	299.54 ***
	<hr/>
	1,860,269.48

2002 OPERATING BUDGET

Budget Code	Category	2001 Budget	2002 Budget
<u>ADMINISTRATIVE BUDGET</u>			
5801	Per diem expenses	\$16,000.00	\$16,000.00
5811	Legal Services	\$8,500.00	\$8,500.00
5812	NIRPC Services	\$125,000.00	\$125,000.00
	a) Basic staff support		
	b) Mileage/expenses		
	c) Room rental		
	d) Postage		
	e) Copying machine		
	f) Printing/graphics labor		
	g) Office supplies		
	h) Other		
5821	Travel and Mileage	\$14,000.00	\$14,000.00
5822	Printing and Advertising	\$5,000.00	\$5,000.00
5823	Bonds and Insurance	\$7,500.00	\$7,500.00
5824	Telephone Costs	\$7,000.00	\$7,000.00
5825	Meeting Expenses	\$8,000.00	\$8,000.00
SUB TOTAL		\$191,000.00	\$191,000.00

<u>LAND ACQUISITION/PROJECT DEVELOPMENT BUDGET</u>			
5838	Legal Services	\$125,000.00	\$125,000.00
5840	Professional/Consultant Services	\$500,000.00	\$500,000.00
5841	Appraisal Services		
5842	Engineering/design services		
5843	Land Purchase contractual services		
5844	Land management services		
5845	Facilities/project maintenance services		
5846	Operational services		
5847	Surveying services		
5848	Economic/marketing sources		
5860	Project Land Purchase Contracts	\$1,984,850.00	\$3,170,188.00
5861	Property & Structures costs		
5862	Moving/relocation costs		
5863	Real Estate Taxes owed account (pass through account)		
5881	Property/Structure Insurance	\$25,000.00	\$25,000.00
5882	Utility Relocation Costs	\$200,000.00	\$200,000.00
5883	Land Capital Improvements	\$250,000.00	\$250,000.00
5884	Structures Capital Improvements	\$25,000.00	\$25,000.00
5892	Project Cost Share Payments/Escrow Account		(\$350,000.00)
SUB TOTAL		\$3,109,850.00	\$4,295,188.00

TOTAL BUDGET \$4,486,188.00

Note:

*2002 Budget is total of:

\$191,000 administrative dollars

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

From the 01/03 budget:

\$1,979,016 (currently drawing)

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

AGENDA
Little Calumet River Basin Development Commission

Land Acquisition Committee Meeting
Little Calumet River Basin Development Commission
Monday, June 10, 2002 at 4:00 p.m.

- I. OVERVIEW OF COMMISSION ACQUISITION
 - A. WHAT HAS BEEN ACQUIRED TO DATE
 - B. ACQUISITION NEEDED IN THE FUTURE
 - C. OTHER ITEMS

- II. ACQUISITION PROGRAM FOR 2002-2003

- III. BURR STREET ACQUISITION - PROBLEMS CREATED BY STATE FREEZE ON EXPENDITURES THAT ARE NOT CREDITABLE

- IV. LAKE ERIE LAND CONTRACTS
 - A. OVERALL LEASE OPTIONS
 - B. CLAY STREET OPTION
 - C. OTHER LAKE ERIE LAND ISSUES
 - 1. ARMY CORPS OF ENGINEERS' REQUEST FOR 200 ACRES
 - 2. OTHER

- V. OTHER MATTERS
 - A. HOBART MARSH MITIGATION ACQUISITIONS
 - B. OTHER ACQUISITIONS
 - C. OTHER MATTERS

ATTENDANCE:
LOU CASALE
ARLENE COLVIN
BOB MARSZALEK
JIM POKRAJAC
JUDY VAMOS
DAN GARDNER

PROJECT ENGINEERING
MONTHLY STATUS REPORT
For meeting on Thursday, June 6, 2002

(Information in this report is from April 26, 2002 – May 29, 2002)

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

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

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

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

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

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

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

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

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

1. Rausch Construction started on 11/20/95. (Construction is 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 will be scheduled for this entire portion of the project no later than June of 2002.

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 will be scheduled with the LCRBDC and the COE for this entire project, including the Ironwood stormwater pumping station, no later than June, 2002

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. & 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 lift station for interior drainage
 - C. East Reach remediation demolition – We received an email from the COE on February 25th, 2002, indicating we may be able to release all demo projects in a future 8A contract.
 - D. Extending the combination sewer East of Grant Street, North to our line of protection
3. Tentative schedule is to advertise June 2002 and start construction in July 2002.
4. We received a letter from the Marathon Pipeline Co. on April 29th, 2002, (dated April 23rd), along with their cost estimate for \$122,000 to do a directional bore under our proposed culverts. 1-2
 - We sent a letter to the COE on May 3rd, 2002, asking for their review of the Marathon costs, consideration for credit, and asking them for other engineering alternatives. 3
 - LCRBDC called Marathon on May 6th, 2002, and coordinated an extension of the culverts (Marathon would not need to do any re-location if there were a minimum of 1' of clearance). 4
 - We sent a letter to Marathon on May 20th, 2002, enclosing section information from the COE, and requesting in writing that they will not need to do any re-location. 5

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

1. IV-1 (North) The drainage system from Colfax to Burr Street North of the Norfolk Southern RR.
 - Current contract amount – \$2,956,964.61
 - Original contract amount - \$2,708,720.00
 - Amount overrun - \$248,244.60 (9%)
2. The final inspection was held on August 30th, 2001, and tools & manuals were given to the LCRBDC.

3. We received "as built" drawings from the COE on March 13, 2002. The only item needed to be completed is to establish turf growth in all areas.
4. A problem was presented to the Commission at our February 7th Board meeting by residents north of the drainage ditch between Colfax and Calhoun.
 - The water does not flow along the ditch, the side slopes of the ditch are eroding and washing into the concrete bottom, and land south of the ditch is inaccessible.
 - We wrote a letter to the COE on March 4th stating these concerns.
 - We agreed with the COE field representatives that we would wait through the spring growing season to see if the grass has rooted and prevents erosion. We also agreed to clean out the ditch bottom this spring so we can monitor any further erosion.
 - **We had a conference call with the COE on May 15th, 2002, regarding the closing out of this contract. We received an e-mail on May 16th, 2002, indicating the position of the LCRBDC with items remaining.**

6-7

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

1. Dyer Construction was low bidder. Given 450 days to complete
 - Current contract amount - \$4,266,494.35
 - Original contract amount - \$3,862,736.65
 - Amount overrun - \$403,757.70 (10%)
2. Overall construction is now complete. The COE did a preliminary walk-thru with the contractor on October 17th, 2001, and comprised a preliminary punch list.
 - An inspection is anticipated for **June**, 2002.
3. WIND Radio facilities:
 - A. We submitted a letter to WIND on April 18th, 2002, indicating we would pay the \$57,782 for their re-installation of their grounding system as per our agreement.
 - **We received a letter from the WIND attorney on April 30th, 2002, thanking us for making this payment and that they are looking forward to completing our transaction.**
 - B. We submitted a letter to WIND on April 23rd, 2002, indicating we would repair the damaged levee at our cost and send them a check for \$4,200 to fence an "open pit area" we created as part of our construction.

8

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 Street stormwater pumping station has been completed.
 - A. The complete auxiliary power hook-up has been completed by Austgen Electric and an inspection will be scheduled with the COE and GSD to complete this segment.
 - B. **A letter was sent to the GSD on May 22nd, 2002, trying to coordinate a final inspection with them, the COE, the contractor, and the LCRBDC.**

9

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%)

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

1. The bid opening was held on May 9th, 2000
 - The low bidder is Dyer Construction.
 - Current contract amount - \$2,228,652.16
 - Original contract amount - \$2,074,072.70
 - Amount overrun - \$113,604.62 (6%)
2. The drainage ditch north of the Mansards is having sloughing problems that should be corrected when Burr Street Phase II is completed.
 - We received information from the COE on April 22nd, 2002, showing current and completed project conditions for a 100 year event. Some areas between the EJ & E RR and Colfax will be affected until Burr St. II is completed.

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

1. We wrote a letter to the COE on May 21st, 2001, requesting final information for all utility re-locates in order that we may proceed with agreements.
2. The projected government estimate for this project is approximately \$3.6 million.
 - The LCRBDC and the COE **are in the process of coordinating** a meeting with Mayor King to see if the City of Gary could help with the construction costs to help get Gary out of the flood plain. (This is the last construction segment in Gary.)
3. The LCRBDC **received** information from the COE in **April, 2002**, regarding the impact of a 100 year flood with this levee segment completed and also the impact with the project as is currently installed.
 - **At our May 2nd, 2002 Commissioners meeting, the LCRBDC requested acreage information to show the differences in acres impacted before and after, and the DNR requested the 100 and 200 year floodplain elevations. (This was requested from the COE via e-mail on May 3rd, 2002).**

STATUS (Stage V Phase 1) Wicker Park Manor:

1. Project completed on September 14, 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.
 - **We anticipate a fall, 2005 advertising date.**
2. A utility coordination meeting was held on November 16th, 2000 with all pipelines, utilities, etc. that will be impacted in the NIPSCO corridor West of Kennedy Ave.

- A. We have received cost information from the pipeline companies to do the work necessary to accommodate I-walls. The total cost in this corridor and for 2 directional bores west of the RR will total approximately \$1.1 million.
- B. We made a request to NIPSCO on August 22nd for copies of all subordinated agreements with other pipelines to allow our attorney to review their responsibilities to repair or modify their pipelines.
 - LCRBDC attorney has reviewed the agreements we submitted to determine compensability issues.
3. We received a request from the COE on September 26th, 2001, to obtain additional information on the pipeline corridor for locations and elevations.
 - We submitted a letter to the COE on February 21st, 2002 requesting that they complete the field work to obtain the remaining information to complete their design.
 - This will be on hold until money is available. Our priorities are currently mitigation, Burr St.II, then we start at Cline Ave. and work our way West.
4. We requested an email from Highland/COE regarding drainage concerns with INDOT in the area around and adjacent to the Tri-State Bus terminal.
 - A. We received a letter from the COE dated May 24th, 2001 (on July 3rd) indicating to INDOT that the ponding in this area is likely to be substantially greater and it would be in the best interest of the community if they would include a pumping unit.
 - We received the hydrology information for the area around the Wicker Park Golf Course from the COE on January 18th, 2002; and forwarded this information to North Township.
 - B. We received a letter from INDOT to North Township on February 26th, 2002, indicating that rather than installing a pump station, they would divert water flows through culverts to the existing 81st St. pump station.
 - **We received an e-mail from INDOT on May 21st, 2002, indicating that they would address only their own drainage. LCRBDC responded back requesting specific information.** //

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 funding restrictions. 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 Liabe, 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 in 1998 was \$7.7 million.
2. A letter was sent to the COE on November 15th, 2001, requesting a list of all utilities, locations, costs, etc. in order that we may proceed with utility re-location agreements in a timely manner.

3. We received a sample letter from NIPSCO that they received from INDOT that appears to format much of the information we need from the utilities to proceed. (Refer to the COE/LCRBDC coordination report – V.E. cost savings items).

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 of 2004, and start construction in April, 2004.
3. We requested final Real Estate drawings at our April 22nd, 2002 Real Estate meeting. The COE has not finalized the engineering, but said the work limits will not change. LCRBDC needs to know coordinates for all different types of easements in order that we could do the legals. (ongoing)

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 1 with comments to their 75% submittal indicating a number of concerns and requesting another review opportunity prior to the 100% review. (Ongoing)
 - This appears to be temporarily on hold due to financial constraints with the COE.

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

1. The A/E award was given to S.E.H. (Short, Elliot & Henderson Inc.)
2. The clay line of protection will be needed and the contractor (Kankakee Valley) estimated this cost to be \$17,267.57. The COE is currently checking on whether they can pay this out using them as a sole source (as a project cost). (**Hohman Avenue bridge**)
 - We received a letter from N.W. Engineering to the COE dated March 7, 2002 requesting a completion date no later than April 8th to issue a sole contract between the COE & the bridge contractor.

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

1. Project cost information
 - Current contract amount - \$1,873,784.68
 - Current contract amount - \$1,657,913.00
 - Amount overrun - \$215,971 (13%)

Mitigation (Construction Portion) for “In Project” Lands:

1. The COE advertised this portion of construction in March, 2002. The bid opening was held April 4th, 2002; award scheduled for end of May; and construction start in June 2002.
 - The COE is currently reviewing the bids and have not selected a contractor as of **May 29th, 2002.**
2. They are proposing to use the most qualified contractor rather than bidding it out. The contractor will need a botanist.

- This is projected to be a \$1 million contract – our portion at 25% is \$250,000, and the Corps anticipates we need to contribute 60% this biennium (approx. \$150,000).
3. 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. 12-14
 4. We received location surveys with some elevations from GLE on May 20th, 2002, submitted them to the COE on May 22nd, 2002. (There were complications in locating several top of pipes.) 15-16

West Reach Pump Stations – Phase 1A:

1. The four (4) pump stations that are included in this initial West Reach pump station project are Baring, Walnut, S. Kennedy, and Hohman/Munster.
2. Low bidder was Overstreet Construction. Notice to proceed was given on November 7th, 2000 – 700 work days to complete (Oct. 2002)
 - Current contract amount - \$4,714,171.99
 - Original contract amount - \$4,638,400.00
 - Amount overrun – \$75,771.99 (2%)
 - We received modification #4 to the contract from the COE on April 13th, 2002, which increases the contract amount by \$16,993.52 for trash rack changes.
3. Baring started July 2001, Hohman/Munster in August 2001, and S. Kennedy and Walnut in September 2001. Anticipated completion is October 2002.

4. Baring Pump Station

- 15% complete
- 2 pumps on site and being stored.
- Concrete work is completed.
- Pumps and motors have been received and are in storage

Walnut Pump Station

- 41% complete
- 3 pumps have been re-built and are ready for testing.
- Electric installation ongoing.
- New flap gates have been installed

S. Kennedy Pump Station

- 35% complete
- One pump has been re-built and is being factory tested.
- Concrete pads are completed.
- New flap gates have been installed and part of the 8" discharge pipe has been removed.

Hohman/Munster Pump Station

- 45% complete
 - Electric installation 90% complete
 - 2 pumps installed and ready for operation
 - 2 additional pumps received have been installed
 - All new pumps and motors have been received and are in storage
5. We received the last status report from the COE on May 21st, 2002 17

West Reach Pump Stations – Phase 1B:

1. The Two (2) pump stations included in this contract are S.E. Hessville (Hammond), and 81st Street (Highland). Overall 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.
 - B. We received an email from the COE on November 7th, 2001, indicating that we will be receiving the final O&M Manuals in the near future.
 - “As built” drawings have been returned to the COE for final review and signatures.
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 May 21st, 2002. 17

North Fifth Avenue Pump Station:

1. The low bidder was Overstreet Construction
 - Current contract amount - \$2,387,500.00
 - Original contract amount - \$2,387,500.00
 - Amount overrun – none
 - Project is currently 35% completed
2. There are currently 10 pumps and all of these will be replaced with new and will be coordinated with the Town of Highland.
3. We received the last status report from the COE on May 21st, 2002 17
4. (4) pumps and motors have been removed.
 - Flap gates have been installed

GENERAL:

1. We received a letter from INDOT Consultant, Hanson Professional Services, Inc., on December 13th, 2001, regarding their upcoming construction for I-80/94 and asked for our comments and concerns.
 - A. We responded to this request on January 31, 2002, and also addressed an additional concern for runoff and what precautions will be taken to handle environmental concerns. (We are awaiting a written response)
2. **Minority Participation** – We received an e-mail from Commissioner Huffman on April 29th, 2002, addressing some concerns with the monthly report. LCRBDC met with the COE on May 17th, 2002 – they will re-format for clarity. 18
3. We received a letter from the Lake County Surveyors’ Office on March 15th indicating that they are presently installing a pump station in the “Hartsdale Pond” and that this could make 200,000 cubic yards of clay available for our project. (We sent this to the COE on March 21, 2002).
 - A. The pumps are in place, but need electric power. The county can not enter into an agreement with NIPSCO because they require “up-front” money for installation. (Ongoing since mid-April, 2002.)

4. Harrison Street – INDOT raising of bridge over I-80/94 approx. 7' at the bridge.
 - A. Construction started on March 5, 2002 and is **approximately 35% complete**. Superior Construction was successful bidder.
5. Georgia Street – INDOT raising of bridge over I-80/94 approximately 7' at bridge.
 - A. This project is scheduled to be let in November 2002; construction start in spring of 2003; and completion in the fall of 2003.
 - B. We received preliminary plans from INDOT on April 2nd, 2002, for our review and comments for the new bridge over Georgia St, and also requesting a field review on April 18th, 2002.
 - C. The field meeting was held with LCRBDC, City of Gary, COE, and several utilities and pipeline companies on April 18th, 2002.
 - **We received minutes of the meeting from INDOT on April 26th, 2002.**

19-21



MARATHON ASHLAND Petroleum LLC
Marketing & Transportation
Engineering Department

277 Streamwood Drive
Valparaiso, IN 46383
Telephone 219/477-4001
FAX 219/531-5422

April 23, 2002

Mr. Jan S. Plachta, P.E.
Project Engineer
Department of the ARMY
Chicago Dist., Corps of Engineers
111 North Canal Street
Chicago, IL 60606-7206

**RE: Little Calumet River Flood Control Project, Indiana, Stage III Drainage
Remediation - MAPL LLC 6" Hammond - Niles Products Pipeline**

Dear Mr. Plachta:

As per your request, I have reviewed the design plans for the Stage III drainage ditch extensions as they affect Marathon Ashland Pipeline LLC's (MAPL) 6" pipeline. From the drawing you supplied (PLATE 1) it appears the construction of the drainage remediation ditch improvements will interfere with the 6" pipeline. It will not be acceptable to place a concrete cap over the pipeline as adequate protection. MAPL is required by DOT requirements to maintain a minimum of 3' of cover underneath any stream crossing. Also, the Lake County Indiana Drainage Commission requires a 3' minimum cover. The placement of concrete caps over the pipeline restricts MAPL's ability to repair or maintain that section of the pipeline. MAPL also has concerns about water moving around the edge of the concrete caps and eroding cover over the pipeline.

Attached is a detailed estimate for reimbursement for MAPL to lower the 6" pipeline to proper depth by directionally drilling in a new section of pipe to replace the existing section of pipe. The work would be similar to the work done in 2000 where three sections of pipe were directionally drilled into place for the Burr Street Levee project. Doing the project assumes that a Corps of Engineers wetlands permit is not required and the project is done as part of the State III Drainage Remediation Project. Please note that MAPL is requiring a 90% upfront reimbursement of the costs to relocate the pipeline.

Any construction work within the 50' Easement of the pipeline requires 48-hour notification before any construction work can begin. Please ensure that contractors make this required notification. Notification can be made to Marathon Ashland Pipeline LLC's Griffith, IN office at 219/924-8577 to the attention of Randy Thomson (Area Supervisor, ext. 214).

If there are any changes to the scope of work or a change in the design of the Flood Control project please contact Mr. Jeff Donnelly in the Martinsville, IL office at 217/382-2166 or myself. If additional information is required please contact me.

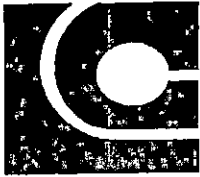
Sincerely,



David L. Woodsmall, P.E.
Project Manager

enclosure

cc: J.A. Donnelly - Martinsville, IL - w/enclosure
R.M. Thomson - Griffith, IN - w/enclosure
D.G. Schulze - Houston, TX - w/enclosure
S.M. Woods - Martinsville, IL - w/enclosure
B.K. Partee - Martinsville, IL - w/enclosure
J.E. Pokrajac - Little Calumet River Basin Development Comm. - w/enclosure ✓



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

ROBERT MARSZALEK
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 3, 2002

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

Dear Imad:

Enclosed is a copy of a letter from the Marathon Ashland Petroleum company regarding the Stage III remediation area and its impacts onto their 6" pipeline west of Grant Street. As this information shows, they are requesting costs of \$122,000 to do a directional bore underneath the proposed culverts on the NIPSCO right-of-way. Will you do a cost evaluation of this proposal in order to assure we will receive full credit for this amount?

Will you also confirm that the information included in this letter indicating that there is minimal distance between their pipeline and our culverts is accurate (as shown on your COE drawing number C-09)? The current engineering drawings show the section in this area but we would like to confirm how these evaluations were determined and if they are accurate, are there any other alternatives other than doing a directional bore that could save the Development Commission much-needed money at this point in time? Will you coordinate this accordingly with Marathon and copy us on any correspondence?

Does this issue have to be resolved prior to your soliciting for bids and what is your current schedule for doing the work in this area? Will we be required to investigate compensability and will we be required to obtain title work for these utilities in that area, including NIPSCO?

If you have any questions regarding this request, please call me.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

encl.
cc:

Jan Plachta, COE
Tony Travia, COE
Lou Casale, LCRBDC Attorney-at-Law
Jim Flora, R.W. Armstrong

The first part of the document is a list of names and dates. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The second part of the document is a list of names and dates, similar to the first part. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The third part of the document is a list of names and dates, similar to the first two parts. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The fourth part of the document is a list of names and dates, similar to the first three parts. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The fifth part of the document is a list of names and dates, similar to the first four parts. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The sixth part of the document is a list of names and dates, similar to the first five parts. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The seventh part of the document is a list of names and dates, similar to the first six parts. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The eighth part of the document is a list of names and dates, similar to the first seven parts. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The ninth part of the document is a list of names and dates, similar to the first eight parts. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

The tenth part of the document is a list of names and dates, similar to the first nine parts. The names are written in a cursive script, and the dates are written in a more formal, printed style. The list appears to be a record of some kind, possibly a list of births or deaths. The names are arranged in a single column, and the dates are written to the right of each name.

Sandy Mordus

From: "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
To: "'Little Calumet River B.D.C.'" <smordus@nirpc.org>
Cc: "Maali, Khalid J LRC" <Khalid.J.Maali@lrc02.usace.army.mil>; "Plachta, Jan S LRC" <Jan.S.Plachta@lrc02.usace.army.mil>; "Louis M Casale (E-mail)" <lcasale@cwblawfirm.com>; "Karwatka, Edmund J LRC" <Edmund.J.Karwatka@lrc02.usace.army.mil>; "Deja, Tom LRC" <Tom.Deja@lrc02.usace.army.mil>
Sent: Tuesday, May 07, 2002 11:15 AM
Subject: RE: Stage III Remediation, Marathon Pipeline

I just had a conversation with Dan and Jim. Jim had a separate conversation with Woodsmall (s?) from Marathon Oil, in that conversation 2 alternatives came up. One is lowering the pipe rather than directional boring. Marathon will have to cost this alternative. Jim would like to see if this is done during the construction of the Stage III pipes maybe some of the dewatering cost can be done for both. Jim will coordinate this with Khalid and Ed so he can write a letter to Marathon to request that Marathon re-look at this alternative. The second alternative is can we extend the pipes over the pipelines. Marathon tend to think that if we extend the pipes and have a foot of cover they don't have to do anything. This alternative will have to be coasted out by COE. The cost comparison have to have a construction cost and a relocation cost, and the total of both will have to be considered for the lowest cost alternative. Khalid you have the lead on the second alternative. As you all know I will be out after today so you guys need to work this one out. If you have any question please let me know.

Imad N. Samara
Project Manager
 111 N Canal Street
 Chicago, IL 60606
 312-353-6400 Ext 1809
 Fax: 312-353-4256

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

From: Samara, Imad LRC
Sent: Monday, May 06, 2002 4:16 PM
To: 'Little Calumet River B.D.C.'
Cc: Maali, Khalid J LRC; Plachta, Jan S LRC; Louis M Casale (E-mail)
Subject: Stage III Remediation, Marathon Pipeline

Dan

After the telephone call I talked to Jan Plachta to get more clarification on the letter. As I had stated on the phone I thought this relocation have been coordinated with the utility. Apparently this is the relocation plan that the utility recommending. Jan is talking to Khalid Maali senior designer from Civil Design Section regarding this relocation. If we are ready to discuss with the utility tomorrow, we will arrange for a conference call with the utility and your office. If the conference call is not done tomorrow Jan and Khalid will work to get a conference call while I'm out. Jan will coordinate with Jim P to coordinate this meeting.

Imad N. Samara
Project Manager
 111 N Canal Street
 Chicago, IL 60606
 312-353-6400 Ext 1809

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5/7/2002

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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

WILLIAM TANKE, Chairman
Porter County Commissioners'
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MARION WILLIAMS
Lake County Commissioners'
Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 20, 2002

Mr. David Woodsmall, P.E.
Project Manager
MARATHON-ASHLAND
277 Streamwood Drive
Valparaiso, Indiana 46383

Dear Dave:

As per our conversation on May 3, 2002 regarding the installation of (5) 24" CMP's west of Grant Street across the NIPSCO right-of-way, I am enclosing a revised section provided to me by the Army Corps of Engineers showing the extension of our culverts across the entire right-of-way for your review. It appears there will be more than 1' of cover from the top of your pipe to the bottom of our culverts and approximately 5' between the top of your pipe line and the new grade. It was my understanding that if we could maintain this amount of cover, that it would not require any relocation costs on your part. We do intend on contacting you prior to any excavation or work in that area in order that you may have a representative present during the installation of our drainage pipes.

Will you please indicate back to me, in writing, whether this modified design meets your engineering standards and criteria for not having to do a relocation?

If you have any questions regarding this request, please contact me at the above number. If you have any technical questions regarding these sections or the installation of these pipes, please contact Mr. Jan Plachta of the Corps of Engineers at 312/353-6400 ext. 1801.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.
cc:

Imad Samara, ACOE
Jan Plachta, ACOE
Jim Flora, R. W. Armstrong Company

Sandy Mordus

From: "Anderson, Douglas M LRC" <Douglas.M.Anderson@lrc02.usace.army.mil>
To: "Deja, Tom LRC" <Tom.Deja@lrc02.usace.army.mil>; "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
Cc: "Jim Pokrajac, LCRBDC" <littlecal@nirpc.org>; "Karwatka, Edmund J LRC" <Edmund.J.Karwatka@lrc02.usace.army.mil>; "Waldrom, Brad A LRC" <Brad.A.Waldrom@lrc02.usace.army.mil>
Sent: Thursday, May 16, 2002 12:23 PM
Subject: IV-1 North Contract Closeout

I talked to Jim Pokrajac this morning about our intention to close out the IV-1 North contract with Dillon (DACW27-00-C-0003). Jim stated that LCRBDC has some issues that should be addressed prior to closeout. Our discussion is summarized below.

I reviewed with Jim that the final inspection for the contract was held last year (August 30, 2001). As of last fall, Dillon's only outstanding punchlist item was the establishment of turf.

The Corps inspected the turf this spring and required Dillon to reseed a few areas. Dillon seeded and mulched the areas and grass is now growing in the areas. I told Jim that, with the exception of three peripheral outstanding issues listed below, which will be taken care of by Dyer, we have determined the IV-1 North work is complete and we intend to close out the contract with Dillon.

The peripheral outstanding issues include:

1. The damage to the 29th and Stevenson drop structure, which was caused by an automobile driving into the structure after Dillon the work, will be repaired by Dyer under modification of the IV-1 South contract. Jim stated that LCRBDC is planning to recover funds from the driver of the automobile that caused the damage. Imad and Jim will need to work together to determine how these funds can be applied to the IV-1 South contract account.
2. We have identified an additional small area adjacent to the Calhoun Street drop structure that needs riprap. We will arrange for Dyer to install this riprap under modification of the IV-1 South contract.
3. There is a small area between the IV-1 North box culvert and the IV-1 South I-wall, just west of Burr Street, that does not drain properly. Per Brad, Dyer has admitted responsibility for this and will correct the problem as part of the IV-1 South punchlist work.

Jim stated that, while Dillon may have completed its work, there is an issue that must be resolved before LCRBDC can accept the work. Specifically, Jim indicated that the accumulation of sediment in the NS ditch, especially in the stretch between Colfax and Calhoun Streets, must be eliminated. Jim reported that Dan Gardner and the Commissioners also back this position. Jim stated that the LCRBDC will not accept a structure difficult to maintain and pointed out that he and Jim Flora had expressed these concerns during the design process.

Jim stated that, before LCRBDC can accept the work, the sediment in the ditch needs to be

cleaned out and the ditch monitored for a period of time to verify that sediment accumulation does not cause excessive maintenance requirements.

Imad, we propose to financially close out the IV-1 North Contract with Dillon, since they have completed the scope of work as specified in the Contract. Please review the above issue and work with Jim Pokrajac to determine if we need to perform additional work on the ditch, under a different contract.

Please discuss this matter with Jim Pokrajac and notify me that our proposal to close out the Contract is acceptable.

Thanks,

Doug

7

5/16/2002

**BOSE
McKINNEY
& EVANS LLP**

ATTORNEYS AT LAW

Kathleen G. Lucas

Downtown Office

Direct Dial (317) 684-5232

E-Mail: KLucas@boselaw.com

April 30, 2002

Louis M. Casale, Esq.
Casale, Woodward & Buls, LLP
9223 Broadway – Suite A
Cambridge Commons
Merrillville, IN 46410

**RE: Hispanic Broadcasting Corporation (WIND AM); Resolution of case
Our File No. 11896-1**

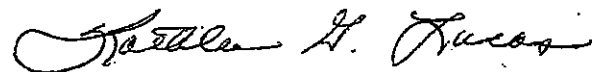
Dear Mr. Casale:

Thank you for your letter of April 18, 2002, in which you indicated that your client, the Little Calumet River Basin Development Commission (the "Commission") will commence processing the claim form for ground wire replacement in the amount of \$57,782.00, payable to my client Hispanic Broadcasting Corporation (WIND AM). We are pleased to have reached agreement with the Commission on this issue and look forward to completing the transaction.

If you need additional information, please feel free to contact me. We appreciate your cooperation in this matter.

Very truly yours,

BOSE McKINNEY & EVANS LLP



Kathleen G. Lucas

KGL/cjt

398344

cc: Dan Gardner
Jim Pokrajac
Paul Easter



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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MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 22, 2002

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

Dear Carmen:

We have recently completed the installation of auxiliary power for the North Burr Street storm water pumping station. This is located north of the Norfolk Southern RR and east of Burr Street. I would like to arrange to have a final inspection with whatever representatives you feel should attend, along with the Army Corps and their representatives. It is our intent to familiarize you with the operation of this installation as well as to get your input and answer any questions you may have. Will you contact me in order that we may coordinate a day and a time to have this meeting? If you have any questions regarding this request, please contact me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm

cc: Imad Samara, COE
Tom Deja, COE
Don Smales, Greeley-Hansen

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Sandy Mordus

From: "Sandy Mordus" <smordus@nirpc.org>
To: "Samara, Imad LRC" <Imad.Samara@lrc02.usace.army.mil>
Sent: Friday, May 03, 2002 11:21 AM
Subject: Sandy here

Imad:

At our Board meeting last night, it was requested by Bill Tanke to provide acreages for the different impacted areas for the Burr Street 2 betterment levee. Will you please provide us these acreages to show the change in the impact of acreages affected before and after the installation of this levee?

Secondly, Jomary Cray from the IDNR requested 100 year and 200 year floodplain elevations for these same areas. Could you also provide this information to us in order to meet their requests? If you have any questions regarding these requests, please call me.

Sandy

Sandy Mordus

From: "Little Calumet" <littlecal@nirpc.org>
To: <JWRIGHT@indot.state.in.us>
Sent: Tuesday, May 28, 2002 3:03 PM
Subject: Re: Group pump station on US 41

John:

Thank you for your response to my request on May 21st regarding the "group pump station on U.S. 41". I was under the impression that INDOT was going to construct a lift station in that area that would only handle that additional drainage they would be bringing into this area and would not be designed to handle any additional, existing drainage problems from North Township (Wicker Park), or the town of Highland. If this is the case, will you please provide to us and the ACOE your engineering drawings showing what and where you propose to do this in that area.

Although your previous email had indicated that Merrill stated that it was too late to pursue any additional capacity for this pump station, we would like to know if, now that we have all the pertinent hydrology data, that we could still modify and expand your existing design. to help Highland and North Township with their ongoing drainage problems.

Thank you for your cooperation in this matter.

Jim Pokrajac

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

From: JWRIGHT@indot.state.in.us
To: littlecal@nirpc.org
Sent: Tuesday, May 21, 2002 3:27 PM
Subject: Group pump station on US 41

Jim,

I got a response from Merrill yesterday.

He response was "I think it is too late in the development process to get agreements in place with the locals and gather flow data from them and meet our schedule."

The state tried to initiate this over a year ago and no one was interested enough to take the lead and gather any information. INDOT had to make the decision to move forward on this and take care of their own drainage. I agree that a group pump station would have benefitted everybody, but it looks like its too late at this point.

Thanks for your continued attention.

John Wright

5/29/2002

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

REPLY TO
ATTENTION OF

14 May 2002

Planning, Programs and
Project Management Division

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

RE: Request that you make available to the Little Calumet River Flood Control Project the property between Chase and Grant Streets south of the Little Calumet River.

Dear Mr. Gardner,

We ask that you make available to the Little Calumet River flood control project the approximately 198 acre field located between Chase and Grant Streets south of the river. The purpose is to return wetland hydrology to hydric soil in order to meet the Indiana Department of Environmental Management (IDEM) 401 water Quality Certification requirements. As you know, construction of the west reach half of the project cannot proceed until 401 water quality certification has been met.

Several times in the past you have expressed the concern to me and others that the Commission could be forced to repay rent received from the Lake Erie Land Development Company (LEL) should the Commission terminate its lease to LEL. A legal review by our Office of Counsel and Division of Real Estate showed no clause in your lease agreement with LEL requiring you to repay rent received should you exercise your right to terminate without cause. That review showed only the requirement that you reimburse the Licensee for the appraised value of any improvements to the property made by them. There have been no improvements to the property we are asking you to make available to us. Accordingly, the agreement would not, in our opinion, expose you to any liability with regard to rental payments.

As my staff has discussed with you previously, we are willing to consider any lands that you would care to submit as an alternative to the property we request here so long as they meet project and IDEM requirements. In the absence of a suitable alternative, we will consider Chase/Grant to be the preferred plan and will move forward with it.

For your information, I have enclosed a topographic map and an aerial photo with boundaries showing our requirement, together with three copies of DA Form 1959 that show control point locations. Please call if we may provide you with any additional information.

Sincerely,

A handwritten signature in black ink, appearing to be 'RC' with a long horizontal stroke extending to the right.

Ray Coughenour
Deputy District Engineer

Copy Furnished:

Mr. Louis M. Casale

Enclosures:

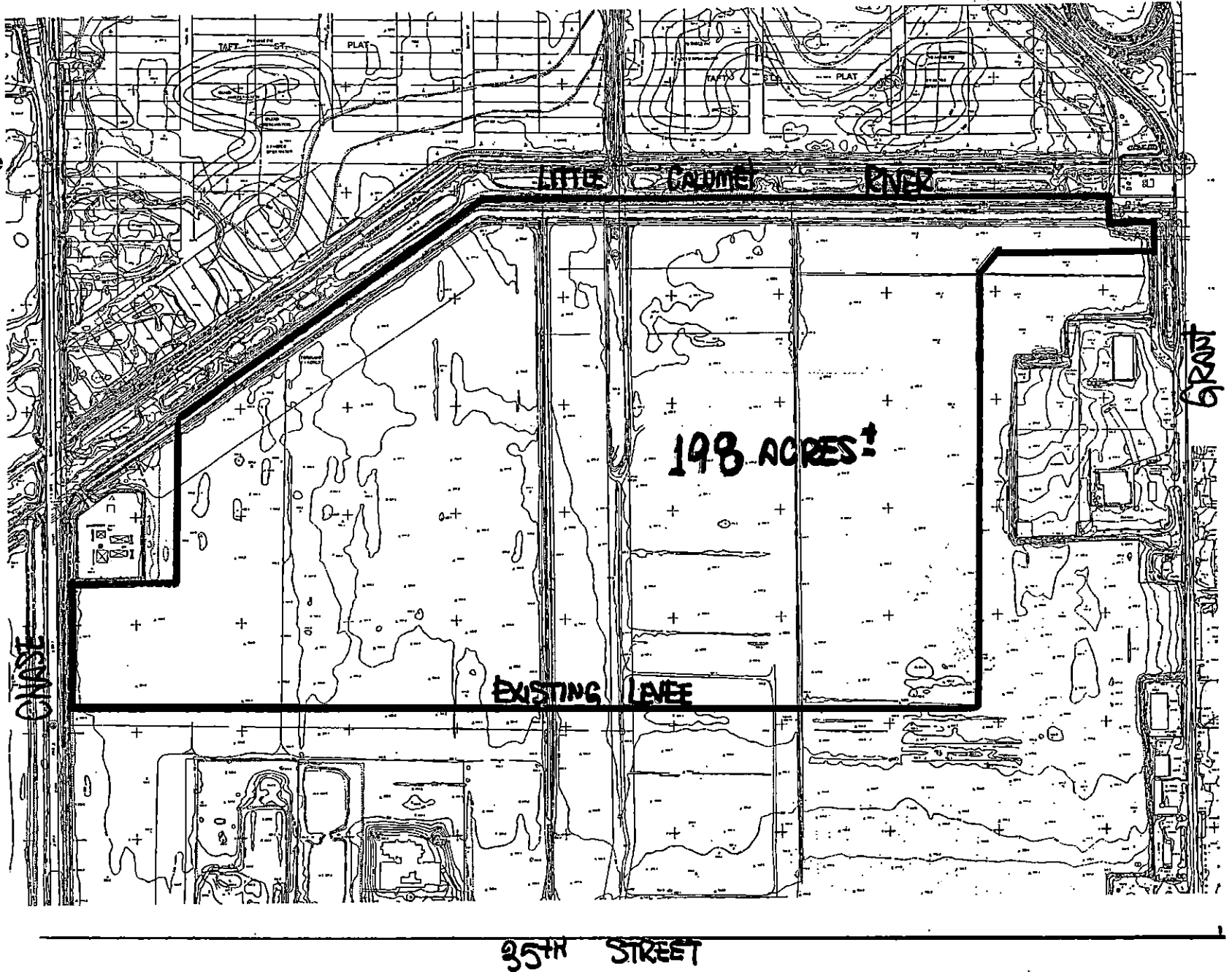
Two figures showing location of requested property.
DA Form 1959 showing locations of three (3) control points.



US Army Corps
of Engineers
Chicago District

Hydric Soil Rehydration Site

Boundary



14

14 Mar 02





Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
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MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 21, 2002

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

Dear Imad:

Enclosed are three (3) copies of a print showing the locations of the Chase Street culverts that are part of the in-project mitigation area located directly west of Chase Street and south of the Little Calumet River. Locations have been determined but there were complications in locating the top of pipe elevations as you had requested. I also enclosed a copy of a memorandum from Great Lakes Engineering that summarizes this task. If you have any questions regarding this memorandum, you may direct them to Jeff Yatsko at 219/933-1954. If you have any questions regarding any further facilitation, you may contact me.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.

cc: Jan Plachta (w/encl.)
Jeff Yatsko
Jim Flora

NO. 2700

NEW YORK

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

PROJECT MEMORANDUM

To: Mr. Jim Pokrajac

Date: 5/20/02

From: Jeff Yatsko *Jeff*

Project: Chase Street NIPSCO Esmt.

GLE File No.: LIT14

Re: Pipeline Locates

Please find enclosed a drawing of the NIPSCO pipelines as marked in the field by NIPSCO. GLE was contracted to field verify the location and depth of the existing pipelines at three (3) proposed culvert locations west of Chase Street. GLE obtained coordinate data from CDF dated 3/18/02, which indicated horizontal and vertical data which was used in conjunction with the NIPSCO field locates to obtain ground elevations at each of the proposed intersections. Representatives from NIPSCO and Miller Pipeline were on-site to perform an aqua-vac excavation to obtain the top of pipe elevations. One elevation on the 30" line to the north was obtained due to the fact that it runs through a marsh area with no excavation necessary. The 36" pipeline at the east crossing could not be obtained with aqua-vac excavation. The excavation was completed to a depth of 10 feet and the pipe still could not be probed. There were four excavations performed at the west crossing and no pipes were found at that location either. NIPSCO has also indicated that the overhead power lines could affect the locates of the underground gas lines. NIPSCO believes that everything possible has been completed to locate the gas lines, and suggest that construction be performed with caution with NIPSCO on-site.

If you have any questions please call.

Jim, as you have requested... Project Progress Update: 5-21-02

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

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

1. The final As-built drawings have been received the contractor and this office has sent them to the COE DE for his signature. Once signed, LCRBDC will receive one paper copy and one reproducible copy.
2. All "on-site" contract work is 100% complete.

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

1. The final As-built drawings have been received the contractor and this office has sent them to the COE DE for his signature. Once signed, LCRBDC will receive one paper copy and one reproducible copy.
2. All "on-site" contract work is 100% complete.

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

Baring Ave Pump Station - 16%+- Complete.

1. Concrete electrical MCC equipment pad has been constructed.
2. Two pumps and motors have been received and are being stored.
3. New pumps have been delivered and are in storage.
4. New flap valves have been delivered and are stored on site.
5. COE is coordinating with Hammond SD to determine why potable water line (pump seal water) to this station is not pressurized. Hammond to check with city of Munster.

South Kennedy Ave Pump Station - 35%+- Complete.

1. Viking Engineering has removed and rebuilt one pump and the pump is at the Peerless Pump manufacturer plant (Indianapolis, IN) for testing.
2. New flap valves have been installed and a portion of the 8" DWP discharge pipe has been removed.
3. New motor control center (MCC) has been set in place. Electrical demolition of old and installation of new conduit and equipment is ongoing.
4. Concrete discharge box modifications continue.

Hohman/Munster Pump Station - 45%+- Complete.

1. One new motor and new pump (SWP-2), and its associated piping, have been installed. Previously, it was scheduled to have been placed in service on April 16, 2002. Although, the existing seal water system was determined to be completely non-functional. A contract modification has been completed and a new seal water system has been installed. Startup/turnover of SWP-2 should take place soon.
2. New electrical installation is near completion.
3. Two standby pumps are installed and ready for operation, if needed.
4. All other new pumps and motors have been received and are being stored.
5. New MCC, and various other electrical equipment, has been installed.
6. Discharge box modifications (concrete) continue.
7. A portion of ventilation ductwork has been removed and a portion new ductwork has been installed.

Walnut Ave. Pump Station - 41%+- Complete.

1. Viking Engineering has removed and rebuilt three pumps. These pumps are at the OEM factory (Texas) for testing.
2. New MCC and various electrical conduit installation continues.
3. New flap valves have been installed.

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

1. N.5th. Pump Station - 35%+- Complete.
2. Sub contractor "Piping Technologies" has removed the various pumps & motors.
3. Electricians have removed various electrical items and are installing new electrical equipment (MCCs etc...).
4. New flap valves and gate valves (DWP-1 and DWP-2) have been installed.
5. Exterior concrete work, above the discharge boxes, continues.
6. New mechanical trash rack has been delivered and is stored on site.

See ya,
Bob

17

Sandy Mordus

From: "Huffmun" <huffmun@email.msn.com>
 To: "Mordus, Sandy" <smordus@nirpc.org>
 Cc: "Casale, Lou" <lmcasale@mail.icongrp.com>
 Sent: Monday, April 29, 2002 12:20 PM
 Subject: Little Cal thoughts

Good morning (or afternoon as the case may be), Sandy. I have a few thoughts I would like you to pass along to Dan and Jim regarding this week's meeting.

The minority contracting data I was given at the last meeting does not in my opinion constitute a proper report. I can't tell from the mass of data presented if we are meeting the goals of the Commission or not, or if an adequate amount of effort is being made to meet those goals. We need some data reduction and a clear presentation. I suggest that our staff work with the COE to make a better report available by the June meeting.

The TIMES had a nasty letter to the Editor from some Munster residents that I presume you all saw. If not I can provide you with a copy. There are a number of distortions in the letter and I think a rebuttal is in order.

Re: Lyles scrap removal: Who met with Lyles, Jim or Lou or someone else? Please add this item to "old business" so we can revisit it monthly until the mess is cleaned up.

Re: Munster River Drive: I am glad to see the letters were sent to the home owners but I am certain they are going to be confused. I would not be surprised to see some of them at the meeting asking for a clarification. Has there been any attempt to discuss this issue with the Town of Munster representatives? If there is a meeting I would like to attend.

I am glad to see (as I am sure you are) revisions to the real estate requirements around Kennedy Industrial Park. I hope I have a chance to see the revised drawings either on Tuesday or Thursday. Do we expect it to be a significant help? Also we need to talk to the Krosan folks and they seem to be unresponsive. Maybe we'll have to have Lou send them a forcefully worded letter so we can get their attention.

Re: WIND - I'm very glad to see this getting settled. We need to get along with our neighbors and they have been patient during a difficult period.

Leftovers from the April meeting ---

To Lou - thanks for following up on the refinancing question. I meant to say something during the meeting but it slipped my mind. The work is appreciated even though it was not fruitful.

18

4/29/2002



UNITED
Consulting Engineers
& Architects

Officers

Kent D. Downey, P.E., L.S.
William E. Hall, P.E.
Steven W. Jones
Dave Richter, P.E., L.S.
Craig E. Burgess, AIA
B. Keith Bryant, P.E.

Planner

Devin L. Stettler, A.I.C.P.

Architects

Paul A. Summers, AIA
Donald L. Cassell, AIA

Land Surveyors

Greg Garrison, L.S.

Engineers

Jerry D. Ritchie, P.E.
Chris R. Pope, P.E.
Allen R. Egilmez, P.E.
Scott G. Murray, P.E.
Kurt E. Fowerbaugh, P.E.
Andrew T. Wolka, P.E.
Jon E. Clodfelter, P.E.
Michael A. Rowe, P.E.
Ned R. Grady, P.E.
Steven R. Passey, P.E.
Darryl R. Wineinger, P.E.
Elizabeth W. Phillips-Jones, P.E.

April 26, 2002

Mr. Greg Kicinski
Design/Build Project Manager
Indiana Department of Transportation
100 North Senate Avenue, Room N601
Indianapolis, Indiana 46204-2217

RE: **FIELD CHECK MINUTES**
Lake County Design/Build – Segment E
Chase Street over I-80/I-94
Project No.: IM-80-1()
Des. No.: 9709110
Georgia Street over I-80/I-94
Project No.: IM-80-1()10
Des. No.: 9303580

Dear Mr. Kicinski:

On Thursday, April 18, 2002 at 10:00 a.m. a field check was held for the referenced project. The field check was held at the Georgia Street and Chase Street project sites. The following were present at this meeting:

Greg Kicinski	INDOT – Central Office
Larry Koebecke	INDOT – LaPorte District
Felix V. Realeza	City of Gary
Ed Karwatka	U.S. Army Corp. of Engineers (USACOE)
Brad Waldrom	USACOE
Jim Pokrajac	Little Calumet River Basin Commission (LCRBC)
Fred Hipshear	Wolverine Pipeline Company
Dave Goodman	Wolverine Pipeline Company
Susan Daily	Marathon Pipeline Company
David L. Woodsmall	Marathon Pipeline Company
Kurt Fowerbaugh	United Consulting Engineers & Architects (United)
Elizabeth Phillips-Jones	United
Tony Lukac	United

1625 N. Post Road
Indianapolis, IN
46219-1995

Phone: (317) 895-2585
Fax: (317) 895-2596
E-mail: info@ucea.com
www.ucea.com

Comments made at this field check are summarized as follows:

Georgia Street over I-80/I-94:

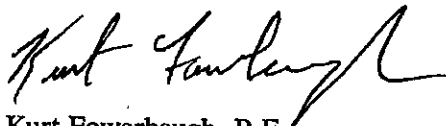
1. USACOE provided United with a detail sheet for the A-Frame gates currently installed at all levee access roads. The USACOE did not indicate a preference between reusing or replacing the existing gates located within the project limits. USACOE also indicated proposed approaches for levee access roads should be Class I drives.
2. USACOE requires all levee access roads maintain a 10-foot minimum width and a 20-foot minimum radius at all curves.
3. USACOE indicated all slopes on the levee shall be constructed at a 2.5:1 slope and requested Jim Pokrajac (LCRBC) be contacted prior to any construction activities taking place adjacent to or on the levee embankment.
4. USACOE and LCRBC both indicated an existing 120" corrugated metal pipe located immediately south of the I-80/I-94 overpass was the original location of the Little Chicago River crossing that has since been relocated to the south. INDOT hydraulics division will be consulted to determine if the existing structure will be extended, removed, or filled in place.
5. USACOE has a permanent easement from INDOT along the east side of Georgia Street north of the I-80/I-94 overpass. Any proposed fill slopes in this area may not encroach onto the existing levee access road. A retaining wall may be required to maintain the existing levee access road.
6. Marathon Pipeline indicated no conflicts between their existing facilities and the Georgia Street construction as shown in the preliminary plans. If the Geotechnical Report predicts excessive settlements Marathon Pipeline may require additional work to protect the existing pipeline crossing Georgia Street from possible damage due to the settlement. Marathon Pipeline believes the existing pipeline is located approximately 75" below existing grades at the embankment limits.
7. Wolverine Pipeline indicated no conflicts between their existing facilities and the Georgia Street construction as shown in the preliminary plans.
8. Representatives for Northern Indiana Public Service Company (NIPSCO) did not attend this meeting.
9. United will provide a set of Final Plans and a copy of the Scope of Services for this project to USACOE for additional review and comment when Final Plans have been completed.
10. United will contact NIPSCO to determine if any continuing access is required through the field entrance currently located in the northwest quadrant of the project at Sta. 72+80. If it is determined access is not required by NIPSCO, provisions for a drive entrance will be removed from the plans.

Chase Street over I-80/I-94:

1. INDOT and the City of Gary agreed to eliminate drives for unmaintained field entrances located north of the I-80/I-94 overpass. INDOT and the City of Gary also agreed median cuts will be provided at 28th Avenue and the entrance to the salvage yard located south 28th Avenue. Future requests for vehicular accessibility from Chase Street shall be directed to the City of Gary.
2. INDOT requested extending the proposed sidewalk on the west side of Chase Street to the existing sidewalk along 25th Avenue.
3. The City of Gary requested all sheet signs currently located within the project limits be replaced as part of this project.
4. United will coordinate proposed construction at the 25th Avenue intersection with the Northern Indiana Regional Planning Commission (NIRPC). NIRPC will begin planning a project to reconstruct 25th Avenue in the upcoming year.
5. United will revise the preliminary profile grades for Chase Street to provide positive drainage throughout the project. If subsurface drainage is required by the geotechnical report, the proposed profile grades will allow positive underdrain outlets for subsurface drains.
6. United will review applicable taper rates in incidental construction areas and assure compliance with the INDOT Design Manual.

This is our understanding of the proceedings of this field check. If there are any questions or further clarification is needed on any of the information presented herein, please contact us.

Sincerely,
United Consulting Engineers & Architects



Kurt Fowerbaugh, P.E.
Design Engineer

cc: all attendees
Tony DeSimone, FHWA Field Operations Engineer
Spike Peller, City of Gary
Jim Fitzer, NIPSCO
☎ (99-403e)

BY LAWS FOR THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ADOPTED _____

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

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.

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

REPLY TO
ATTENTION OF

June 6, 2002

Planning, Program and
Project Management Division

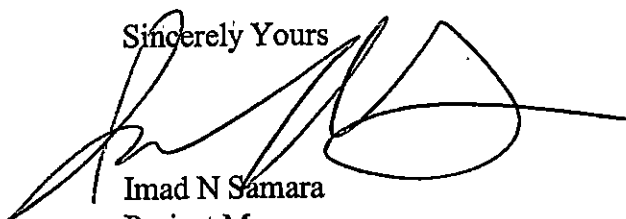
Mr. Dan Gardner
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, IN 46368

Dear Mr. Gardner:

As you recall the last time the Chicago District Deputy for Project Management Mr. Ray Coughenour attended the Little Calumet River Development Commission commissioners meeting he suggested that we develop a Business Process Tracking Plan for the project. I would like to inform you that enclosed with this letter is a folder titled the Business Process Tracking Plan. This plan includes all issues and concerns that presently the COE and LCRBDC are working to resolve. Please review the plan and inform us if there are issues or concerns that needs to be added to the plan. Mr. Coughenour will be briefed on the plan monthly with the emphases on the progress of the action column.

Please feel free to contact me if you have any questions on this, you can reach me at 312-353-6400 ext. 1809.

Sincerely Yours



Imad N Samara
Project Manager

Little Calumet River Flood Control Project, Business Process Tracking Plan

Outstanding Issues	Issue Description	Issue Raised By		Status		Action	Target Date
		LCRBDC	COE	LCRBDC	COE		
<u>Utility relocation coordination</u>							
<u>Utility relocation coordination</u>	Utility Relocation effort is being done far ahead that effort is sometime duplicated.	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Utility Meeting Comity to meet every 1.5 to 2 months. Next meeting June 11.	
<u>Stage V Phase 2 Pipeline elevation and location</u>	Addition field verification is required, local sponsor feels that the cost of that work should be a project cost and not relocation (Local Sponsor) cost.	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Construction contractor to uncover pipes and confirm elevation and location	
<u>IndOT project at Indianapolis Blvd in the Tri-State area</u>	Information is needed to support a pumpstation in the area	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Not an Issue	
<u>Engineering review of plans and specifications</u>	Incomplete sets of plans and specification. Concerns brought up don't get resolved. Unresolved concerns end up adding additional cost to the Project.	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Agreed to continue to work together to eliminate problems.	
<u>Remaining East Reach Recreation features:</u>	Schedule for the remaining recreation feature	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Not an Issue	
<u>Project Borrow Sites</u>	Removing the area between Clark and Chase from consideration as a borrow site for levee material.	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Not an Issue	
<u>Creditable Cost Versus project cost</u>	LCRBDC perform tasks that are calcsified as creditable when it should be performed by the project.	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Funding spending will be inacordance with the LCA.	
<u>Scheduling</u>	Project Schedule should coordinate with Local Funding. Schedule should allow for Real State, Relocation, and local reviews. Design is done too far in advance of construction.	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Need to meet and discuss	
<u>Outstanding technical issues</u>							
<u>Quarterly Technical Review Meetings</u>	Request to hold quarterly meetings to discuss outstanding technical issues.	X		Ltr Feb 28, 02	Ltr Feb 7, 02	COE will work with LCRBDC to hold meetings	
<u>Sheet Piling Issues</u>	Potential damage to adjcent property during construction Usefull life of sheet piles			Ltr Feb 28, 02	Ltr Feb 7, 02	Not an Issue	
<u>Overflow Section Issue</u>	Armoring the overflow section	X		Ltr Feb 28, 02	Ltr Feb 7, 02	Not an Issue	
<u>Burr Street Betterment Levee</u>	Phase 1 is complete, need to build Phase 2		X		Ltr Mar 7, 02	Awaiting LCRBDC response	
<u>Federal Highway Credits</u>	LCRBDC to be credited the Federal (FHA) funds used on Highway improvemet Projects Identified under the Little Calumet River Flood Control Project.	X		Ltr Feb 15, 02	Ltr Feb 21, 02	Awaiting LCRBDC response	
<u>Crediting</u>	Local sponsor need to eliminate back log of submittal on crediting to COE.		X			LCRBDC will work to reduce the back log	
<u>Cost Sharing</u>	Cost share is 75% Federal and 25%. End of FY 01 Expenditure Federal \$76,700 Local (credited) \$14,400. Local at 14%.		X			To increase Local cash contribution or expedite acquisition of west reach.	

Gary Sanatery District Issues

Outstanding Issues	Issue Description	Issue Raised By		Status		Action
		LCRBDC	COE	LCRBDC	COE	
<u>Telemetry System</u>	GSD Identify the need to install a radio telemetry system.	X			Ltr Aug 12,99	Meeting June 6 to resolve issue
<u>Ironwood Circle Storm Water Pump</u>	Access Road to facility. Lockout on Disconnect switch. Security fencing. Electrical equipment above the design elevation.	X			Ltr Feb 7,02	Meeting June 6 to resolve issue
<u>Documentation</u>	Project correspondence between USACE and USEPA and IDEM. Erosion control measures used by Contractors during construction.	X			Ltr Feb 7,02	Meeting June 6 to resolve issue
<u>Operation & Maintenance Manual</u>	Finalize O&M Manual. Include all pump stations in the project. Update Costs	X			Ltr Feb 7,02	Meeting June 6 to resolve issue
<u>Chase Street Pump Station</u>	The gate structure at 27th & Chase Street outfall has an invert elevation that is above the invert of the associated drainage ditch.	X			Ltr Feb 7,02	Meeting June 6 to resolve issue

**CALUMET AREA OFFICE
CONTRACT STATUS REPORT
07 APR - 12 MAY 2002**

CONTRACT NO: DACW23-95-C-0071			CONTRACTOR: RAUSCH		
DESCRIPTION: STAGE II - PHASE 3B			PR & C NO. 959776		
		CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE	
CO-S MGR: GARCES	ORIGINAL:	\$3,293,968.00	ORIGINAL:	-	SCH ACT
CO-S QA REP: KARWATKA	CURRENT:	\$3,477,249.66	CURRENT:	05 DEC 98	100 100
CO-C MGR: TURNER	OBLIGATED:	\$3,477,249.66	SUBSTANTIAL:	05 DEC 98	
	EARNED:	\$3,280,112.42	FINAL W/O D.		
COMMENTS:					
Contractor completing punchlist items.					
Awaiting PP-PM/ED-D responses to following issues: Completion of As-Built drawings by ED-DT					

CONTRACT NO: DACW23-95-C-0073			CONTRACTOR: DYER CONSTRUCTION		
DESCRIPTION: STAGE IV - PHASE 2A			PR & C NO. 759328		
		CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE	
CO-S MGR: GARCES	ORIGINAL:	\$2,473,311.50	ORIGINAL:	-	SCH ACT
CO-S QA REP: RUNDZAITIS	CURRENT:	\$3,329,463.66	CURRENT:	29 SEP 01	100 100
CO-C MGR: TURNER	OBLIGATED:	\$3,329,463.66	SUBSTANTIAL:	29 SEP 01	
	EARNED:	\$3,329,463.66	FINAL W/O D.		
COMMENTS:					
Minor trench settlement and associated re-seeding to be completed in the spring.					
Initiating Contract Closeout.					
Awaiting PM-M/ED-D responses to following: Incorporation of generator plug revisions into As-Built Record Drawings.					

CONTRACT NO: DACW23-95-C-0076			CONTRACTOR: RAUSCH		
DESCRIPTION: STAGE II - PHASE 4			PR & C NO. 608714		
		CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE	
CO-S MGR: GARCES	ORIGINAL:	\$3,089,692.00	ORIGINAL:	-	SCH ACT
CO-S QA REP: KARWATKA	CURRENT:	\$4,186,070.75	CURRENT:	22 SEP 98	100 100
CO-C MGR: TURNER	OBLIGATED:	\$4,182,688.98	SUBSTANTIAL:	22 SEP 98	
	EARNED:	\$4,175,000.00	FINAL W/O D.		
COMMENTS:					
Contractor completing punchlist items.					
Finalizing quantities on all unit priced items. Awaiting final supporting data from Contractor.					
FC-76.XX - LEVEE QUANTITY OVERRUN EXCEEDING 115%. - Received revised final cross-section from Contractor. Provided Contractor CO-S review comments. Contractor believes greater settlement occurred than settlement gauges indicate. Contractor completed taking borings, which did show some additional material. Contractor finalizing quantities.					
FC-76.XX - Contractor requesting additional cost due to wet material from Deep River-Borrow Site. CO-S has completed review, and presented results of review to Contractor. Contractor reviewing CO-S information.					
Awaiting PM-M/ED-D Responses to the Following Issues: Completion of As-Built Drawings by ED-DT.					

CONTRACT NO: DACW23-97-C-0026		CONTRACTOR: DYER CONSTRUCTION	
DESCRIPTION: STAGE IV-2B		PR & C NO. 769388	

	CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE
CO-S MGR: GARCES	ORIGINAL: \$1,530,357.50	ORIGINAL: 16 NOV 98	SCH ACT
CO-S QA REP: KARWATKA	CURRENT: \$1,948,053.31	CURRENT: 30 SEP 00	100 100
CO-C MGR: TURNER	OBLIGATED: \$1,948,053.31	SUBSTANTIAL: 30 SEP 00	
	EARNED: \$1,948,053.31	FINAL W/O D. 23 JUL 01	

COMMENTS:
 Final Inspection completed on 23 JUL 2001 with Sponsor and District personnel. PM-M requested fence be added to gateway structure. Fence completed and accepted.

Initiating Contract closeout. Forwarding as-builts to Local Sponsor.

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

CONTRACT NO: DACW27-00-C-0003		CONTRACTOR: DILLON CONTRACTORS	
DESCRIPTION: STAGE IV-PHASE 1 NORTH		PR & C NO. 422358	

	CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE
CO-S MGR: ANDERSON	ORIGINAL: \$2,708,720.00	ORIGINAL: 07 JAN 01	SCH ACT
CO-S QA REP: KARWATKA	CURRENT: \$2,956,964.61	CURRENT: 01 MAY 01	100 100
CO-C MGR: TURNER	OBLIGATED: \$2,956,964.61	SUBSTANTIAL: 01 MAY 01	
	EARNED: \$2,956,964.61	FINAL W/O D.	

COMMENTS:
 Final Inspection was held on 30 AUG 2001.

Contractor completed additional seeding of areas of sparse growth

Initiating Contract Closeout.

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

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

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

	CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE
CO-S MGR: ANDERSON	ORIGINAL: \$3,862,736.65	ORIGINAL: 09 AUG 01	SCH ACT
CO-S QA REP: KARWATKA	CURRENT: \$4,266,494.35	CURRENT: 16 NOV 01	100 100
CO-C MGR: TURNER	OBLIGATED: \$4,266,494.35	SUBSTANTIAL: 16 NOV 01	
	EARNED: \$4,266,494.35	FINAL W/O D.	

COMMENTS:
 Initiating work on few remaining punchlist items as weather allows.

FC-15.21 - Repair damage to IV-1 North Structure by automobile and additional rip-rap IV-1 North. Received and Evaluating Proposal.

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

CONTRACT NO: DACW27-00-C-0021			CONTRACTOR: DYER CONSTRUCTION		
DESCRIPTION: BURR BETTERMENT PHASE 1			PR & C NO. 198030		
			CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE
CO-S MGR:	ANDERSON	ORIGINAL:	\$2,074,072.70	ORIGINAL:	24 JUN 01 SCH ACT
CO-S QA REP:	WALDROM	CURRENT:	\$2,228,652.16	CURRENT:	24 JUL 01 100 100
CO-C MGR:	TURNER	OBLIGATED:	\$2,228,652.16	SUBSTANTIAL:	24 JUL 01
		EARNED:	\$2,228,652.16	FINAL W/O D.	
COMMENTS:					
Contractor Closeout File Routing District Office for approval.					

CONTRACT NO: DACW27-01-C-0001			CONTRACTOR: OVERSTREET ELEC. CO.		
DESCRIPTION: PUMP STA. 1A			PR & C NO. 015179		
			CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE
CO-S MGR:	SMOLAR	ORIGINAL:	\$4,638,400.00	ORIGINAL:	03 DEC 02 SCH ACT
CO-S QA REP:	CRAIB	CURRENT:	\$4,714,171.99	CURRENT:	02 JAN 03 36 36
CO-C MGR:	TURNER	OBLIGATED:	\$2,169,859.49	SUBSTANTIAL:	-
		EARNED:	\$1,712,000.00	FINAL W/O D.	
COMMENTS:					
Contractor is continuing with submittals. Contractor to focus on technical submittals.					
Continued electrical work & preparing for pump installation at South Kennedy.					
Contractor preparing to install new seal water system motor at Homan Station. Work directed to proceed by EDE.					
Rebuilt Fairbanks Morse pumps from Walnut Avenue pump station are being tested.					
One (1) pump for refurbishment from South Kennedy has been rebuilt and is being tested.					
Electrical demolition of old equipment and installation of new equipment is ongoing at all four (4) pump stations.					
FC-01.11 – Float Tube @ Baring Ave. Received and evaluating proposal.					
FC-01.12 – Baring Avenue Pump Station Power Connection. Received and evaluating proposal.					
A0000X (FC-01.14) – Replace Seal Water System at Hohman/Munster – Issued Priced NTP. Preparing Modification.					
FC-01.15 – Cleaning Wet Well at Walnut – Received and evaluating proposal.					
FC-01.16 – Walnut Avenue Trash Rack Opening Revisions – Awaiting Proposal.					
FC-01.17 – Homan Ave. – Relocate Existing Roof Drain Piping to Accommodate New Exhaust Fans and Duct work. Issued RFP.					
FC-01.18 – Structural Repairs to Discharge Box. Received and evaluating proposal.					
FC-01.19 – Kennedy – Power Connection for Temp. Overload & Leak Indicator. Issued RFP.					
Awaiting PM-M/ED-D responses to the following:					
A. Installation requirements for underground conductors at Baring Avenue.					

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

	CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE
CO-S MGR: SMOLAR	ORIGINAL: \$2,387,500.00	ORIGINAL: 17 MAR 03	SCH ACT
CO-S QA REP: CRAIB	CURRENT: \$2,387,500.00	CURRENT: 17 MAR 03	22 22
CO-C MGR: TURNER	OBLIGATED: \$ 750,000.00	SUBSTANTIAL:	
	EARNED: \$ 533,019.00	FINAL W/O D.	

COMMENTS:

Contractor preparing and submitting submittals. Contractor to focus on technical submittals.

Completed removal of various pumps & associated piping.

New pumps should be delivered soon.

Modifications to concrete discharge boxes ongoing.

New mechanical trash rack is being stored onsite.

A00003 (FC-08.01) – Installation of Metering Transformer Cabinet and Electrical Connections to NIPSCO Transformer; \$29,523.93 and no time. Mailed to Contractor, awaiting signature.

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

FC-08.04 – Modify Existing Flap Valve Mounting Flange to Accommodate More Bolts. Awaiting Proposal.

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

CONTRACT NO: DACW27-00-C-0035		CONTRACTOR: THIENEMAN CONSTR. CO.	
DESCRIPTION: PUMP 1B		PR & C NO. 160517	

	CONTRACT AMOUNT	CONTRACT COMPLETION	% COMPLETE
CO-S MGR: ANDERSON	ORIGINAL: \$1,963,400.00	ORIGINAL: 24 JUL 01	SCH ACT
CO-S QA REP: CRAIB	CURRENT: \$2,120,730.12	CURRENT: 18 SEP 01	100 100
CO-C MGR: TURNER	OBLIGATED: \$2,120,730.12	SUBSTANTIAL: 18 SEP 01	
	EARNED: \$2,120,730.12	FINAL W/O D. 30 APR 02	

COMMENTS:

Contractor completed As-Builts. CO has signed. ED_DT/PM-M obtaining copies for CO-S and Local Sponsor.

Closeout file completed, except for letter forwarding as-builts to Sponsor. Preparing files for transfer to CO-C.

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

CONTRACT NO: DACWXX-XX-C-00XX		CONTRACTOR: -	
DESCRIPTION: LITTLE CAL STG. VIII		PR & C NO. -	
		CONTRACT AMOUNT	CONTRACT COMPLETION
CO-S MGR: -	ORIGINAL: -	ORIGINAL: -	% COMPLETE SCH ACT
CO-S QA REP: -	CURRENT: -	CURRENT: -	- -
CO-C MGR: -	OBLIGATED: -	SUBSTANTIAL: -	
	EARNED: -	FINAL W/O D.	
COMMENTS:			
Design Ongoing.			

CONTRACT NO: DACWXX-02-C-00XX		CONTRACTOR: -	
DESCRIPTION: STAGE III REMEDIATION		PR&C NO. -	
		CONTRACT AMOUNT	CONTRACT COMPLETION
CO-S MGR: -	ORIGINAL: -	ORIGINAL: -	% COMPLETE SCH ACT
CO-S QA REP: -	CURRENT: -	CURRENT: -	- -
CO-C MGR: -	OBLIGATED: -	SUBSTANTIAL: -	
	EARNED: -	FINAL W/O D.	
COMMENTS:			
Continuing Design			

CONTRACT NO: DACWXX-XX-C-00XX		CONTRACTOR: -	
DESCRIPTION: LITTLE CAL STAGE IV-PHASE 2		PR & C NO. -	
		CONTRACT AMOUNT	CONTRACT COMPLETION
CO-S MGR: -	ORIGINAL: -	ORIGINAL: -	% COMPLETE SCH ACT
CO-S QA REP: -	CURRENT: -	CURRENT: -	- -
CO-C MGR: -	OBLIGATED: -	SUBSTANTIAL: -	
	EARNED: -	FINAL W/O D.	
COMMENTS:			
Performed 100% BCOE. ED/PM/ A/E responding.			

Little Calumet River Basin Development Commission

WORK STUDY SESSION **ENGINEERING COMMITTEE**

June 6, 2002

Bob Huffman, Committee Chairman

1. Update on 75' drainage easement (Lou Casale)
 - Lou Casale submitted letter on May 13th to John Dull
 - Letter dated May 22nd from John Dull stating "Little Cal no longer has legal drain status"
2. GSD meeting held on June 6th
 - All 7 issues were discussed (refer to attachment)
 - Tasks have been assigned to the COE to resolve these issues
 - Will have update for next Commission meeting
3. Closeout of Stage IV-1N project
 - We received as-built drawings from the COE
 - Need to resolve engineering concerns regarding drainage ditch (Colfax to Calhoun)
4. Auxiliary power inspection at Burr Street pump station
 - LCRBDC currently scheduling inspection with GSD
 - Anticipate inspection to be middle of June
5. INDOT drainage at the Tri-State Terminal
 - Received e-mail from INDOT on May 21st
 - INDOT indicated verbally that they will be installing a lift station in that area
 - This lift station only handles increased INDOT stormwater
6. Minority Participation – Modified report
 - Received minority matrix sample on May 31st
 - For review and comments by Commissioners (refer to attachment)

*per RN -
schedule a mtg
w/ John Dull*

GARY SANITARY DISTRICT
Gary, Indiana

MEETING AGENDA

Little Calumet River Flood Control Project

June 6, 2002
12 noon CDT, LCRBDC office

MEETING OBJECTIVE: To resolve outstanding issues and concerns regarding the Little Calumet River Indiana Local Flood Protection and Recreation Project

1. GSD has identified the need to install a radio telemetry system at each of the pumping stations. The USACOE has declined to fund the telemetry systems.
 - Part 208 Flood Control Regulations of federal regulations requires "Competent operators shall be on duty at pumping plants whenever it appears that necessity for pump operation is imminent." This appears to mean that an operator will need to be present at the pump stations when the pump stations are operated. Although these stations automatically turn on and off there is no way currently to know whether they are functioning properly without an onsite operator. The telemetry requested would allow pump station operation to be monitored and controlled without an operator being physically present at each pump station during operation.
2. The capacity of the permitted outfalls at 32nd and Broadway and Louisiana Street will be impacted by increased water surface elevations in the Little Calumet River which GSD has recently been advised may be as much as twelve (12) inches. GSD has advised USACOE of their remediation expectations and provided a conceptual plan with project elements and costs to LCRBDC and USACOE. Please advise of the status of the potential involvement and funding capacity of LCRBDC and USACOE to mitigate the adverse impacts caused by the project.
 - Increased water levels in the Little Calumet will result in higher water elevations in the GSD combined sewer system. This will mean more basement and possible street flooding with combined sewage. This creates an obvious health hazard. The higher level of combined sewage on the landside is not significantly reduced by the relatively small pump stations at Broadway or Ironwood.
3. Concerns relating to the Ironwood Circle Storm Water Pumping Station that still need to be addressed include:
 - a. Need to provide a suitable access road to the facility
 - There is no access road from Ironwood Circle to the pump station. Personnel and equipment cannot easily access the site particularly during flooding events. Also Ironwood Circle will be flooded according to the map the Corps provided showing the 100-year flood.

- b. Need to provide electrical equipment above the design flood elevations.
 - Verify that controls and electrical gear are above the design flood elevation. Provide a written signed statement which contains the design flood elevations (100 and 200 yr.) as well as the elevation of the electrical equipment.
 - c. How have water levels during various flood events changed in the Ironwood Circle area due to the levee project?
 - d. Mapping provided by the Corps documents that street surfaces and first floors of homes will not be flooded during 100 and 200 year flood events. This however does not address the impacts the flooding will have on water levels in the combined sewer system and whether basement flooding will occur.
4. GSD requests copies of all correspondence to and from the USEPA and IDEM regarding Gary projects.
- One of the impacts of the levees in place is that combined sewer will not be able to overflow and mix with flood waters in the Little Calumet River. Because of the various flood control devices at the levee and the added height of flood waters, combined sewage will not be able to discharge to the River and as a result combined sewage may pond on the ground surface on the land side of the levee. While the GSD has a permit to discharge combined sewage to the Little Calumet River, it does not have a permit to store combined sewage in surface ponds. Please provide correspondence with U.S.EPA and IDEM that this issue has been discussed, acknowledged and is allowed.
5. GSD requests documentation to confirm that soil and erosion control measures were practiced by Contractors during construction.
- Please provide documentation in the form of specification sections as well as documentation that the contractor complied with said specification requirements.
6. The following comments on the Flood Protection Project Operations and Maintenance Manual remain to be addressed:
- The current manual is a draft and should be finalized to reflect the actual project as constructed when the project is complete. LCRBDC is responsible for updating and submitting the final O&M manual following the completion of the project.
 - The current manual appears to be internally inconsistent regarding the number of pump stations and the naming thereof.
 - The current opinion of operation and maintenance costs appears to be missing items and specific pump station names (rather than generic designations) need to be included in the final tabulation. Costs for manning the pump stations during flood events should be included in light of the August 12, 1999 correspondence. For these reasons and due to the passage of time, LCRBDC is requested to provide a revised opinion of the operation and maintenance costs for the Gary reach of the system.

7. GSD is currently working on an upgrade of its 27th & Chase Street Pump Station and has discovered the following problem: Based on the USACOE Stage III Levee Record Drawings dated 7/27/92, the gate structure at the 27th & Chase Street outfall has an invert elevation of 590.9, which is 2.9 feet above the invert of the associated drainage ditch which it controls. Why is the invert of the structure higher than the ditch? The higher elevation of this gate structure prohibits effective drainage and causes standing water to be retained in the ditch on the landside of the levee. This ditch is also an NPDES permitted CSO outfall which increases the concerns caused by the standing water. Since the elevation of the gate invert installed as part of the project precludes the proper drainage that existed prior to LCRBDC modifications, this issue should be addressed by the LCRBDC and the USACOE.
8. Other
9. Adjourn

PROJECT	CONTRACTOR	Minority Percentage				Average
		January	February	March	April	
DACW27-01-C-0001	Overstreet Electric Company Inc.					
Black		0	3.3	1.4	2	1.7
Hispanic		0	0	0	0	0
American/Alaskan		8.6	7.6	3.6	16.9	9.2
	Total	8.6	10.9	5	18.9	10.9
DACW27-01-C-0008	Overstreet Electric Company, Inc.					
Black		0	0.04	0	0	0.01
Hispanic		0	0	0	0	0
American/Alaskan		12.8	16.4	14.3	2.8	11.5
	Total	12.8	16.44	14.3	2.8	11.51

Note: Goal is 40%.



Little Calumet River Basin Development Commission

WORK STUDY SESSION
6 JUNE 2002

LAND ACQUISITION / LAND MANAGEMENT
ARLENE COLVIN, CHAIRPERSON

Old Business: (pertaining to Land Acquisition/Land Management)

Colfax to Calhoun Drainage Ditch:

Ten (10) of 14 landowners along the Colfax to Calhoun drainage ditch have submitted a petition to the LCRBDC (attachment 1) asking for a solution to the bank erosion into the ditch and a solution to cutting the isolated strip of land behind the ditch.

LCRBDC has letters from Corps real estate and engineering giving guidance for the problem. (attachment 2 and 3) The ditch will be cleaned and the isolated strip has been declared an uneconomic remnant which can be purchased from the landowners. Acquisition of the isolated strip will be surveyed, appraised, and reviewed by the Corps. Offers will be made to landowners, however, we may not receive acceptances from all 14 landowners. Condemnation is not applicable since the land is not needed for the project, however, the acquisitions are creditable. Once LCRBDC takes title, maintenance of the isolated strip can be included in LCRBDC operation and maintenance.

Lyles clean-up:

DC 213 owner Clean Earth, Inc. (Oltho Lyles) has cleaned up the property. Final inspection was made 29 May 2002.

Status of the Disposition of Property:

The first property to test our new disposal of property procedure is the rental unit (house) at 3120 Gerry Street. Lou's office sent letters dated 5/23/02 to the designated state agencies asking if they are interested in purchasing the property. A 30 day wait is required. The house has been appraised at \$36,000. Attorney Dave Blaskovich is handling the disposal procedure.

Land Acquisition:

- 1.) One increased offer: DC 483 (owners Edward and Monica Johnston)
Lots 18,19, 22 Blk 3; Lot 25 Blk 1; Lot 27 Blk 2; Lot 9 Blk 4 all in the Georgia Gardens Subdivision near I.U.N.
Landowners rejected the flowage easement offer at approximately 47% of fee at \$4296. They are requesting a fee acquisition of \$8,985. Corps has approved the fee acquisition for crediting. The landowners lose their utility of the land after the flowage easements are imposed on all the lots. Their only right remaining is the right to pay property taxes of \$850 per year. They are state employees and the state can garnish their salaries if their taxes aren't paid. To avoid condemnation time delays the fee acquisition of DC 483 is requested.

No condemnations:
- 2.) Hobart Marsh Mitigation
M-01 - (owner Howard Hee Han Kim) Letter (attachment 4) was sent on 6/3/02 to landowner after no response to LCRBDC repeated phone calls.

M-02 - (owner Denise Brinson). Called her attorney 5/31/02. No response as yet.

M-03 - Permission to survey and appraise the land was refused on 5/19/02. LCRBDC received letter on 6/3/02 (attachment 5) that the landowner changed her mind and is giving permission to survey and appraise.
- 3.) Boy Scouts Levee Project
Scouts worked on Saturday, 1 June 2002, constructing wood chip trails on top of the Stage VII segment of the levee. Boy Scout Troops #280, 770, 64, Cub Scouts Packs 280, 372, and Venture Scouts (includes girls) pitched tents for the week-end. Scoutmaster Walter Church said this was his best attendance yet for the project. We paid only \$200 for 25 pizzas this year. Last year's bill was \$252 for 25 pizzas. Thanks to Pizza Hut for the discount.
- 4.) Need to set a date for a Land Acquisition Committee meeting:
Possible Monday 10 June 2002 at 5:30? Alternate dates?

5.) FYI - Gave Dale Kleszynski new hotel and Krosan drawings on 5/24/02.

Land Management:

- 1.) FYI - We've collected the data on Pump Stations 1B (81st in Highland and southeast Hessville/Hammond station) and are waiting for the Hammond and Highland agreements to be signed.
- 2.) FYI - LCRBDC has entered into agreements with:
Area Plumbing for \$3,582 to finish work on the DC 448 site (owner David Taborski) and South Shore Marina for \$1,313 to secure roadways.
- 3.) Lease evaluation:
Refer to Lou to know latest status on back-payment of rent from the Village Shopping Center.

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

May 10, 2002

*Received
5/23/02
Jm.*

To whom it may concern:

We would like to point out the following problems associated with the construction of the ditch at the south end of our properties;

1) South 15 foot temporary work area;

Contractor removed all topsoil and replaced it with soil composed mostly of sand, leaving work area 24-30 inches lower than it was prior to removal of topsoil. Also when removing topsoil, contractor destroyed southernmost property markers.

2) North 12 foot temporary work area.

Again, contractor removed topsoil this time replacing it with topsoil containing pieces of asphalt, concrete, stone and other debris.

3) Depth of ditch;

When Judy Vamos, Land Acquisition Agent, met with us she indicated the ditch would be 4 foot deep, in reality the ditch is 15 to 16 foot deep. Since a ditch this deep constantly holds water, we never have access to the south 15 feet of our properties. We are unable to mow the south end of our properties. In addition the banks are so steep it presents a problem in mowing them.

4) Weed content;

When contractor brought in replacement soil it was contaminated with a large variety of weeds. These need to be eliminated.

5) Bank erosion;

The bottom 4 to 6 feet of each bank is constantly wet. This is causing both sides of the ditch to collapse into ditch.

Please advise us of what action the Little Calumet River Basin Development Commission intends to take to resolve these problems and the time frame for this action. We would also like a contact name and phone number for any additional comments we might have regarding this matter.

Thank You

(Property Owners)

Names and signatures enclosed

cc: Frank O'Bannon, Governor State of Indiana

Scott King, Mayor, City of Gary

Editor, Post-Tribune

Editor, The Hammond Times

Robert S. Childress
5967 W. 30th Ave.
Gary In 46406

Robert S. Childress

Rodney Fields
5969 W. 30th Ave.
Gary, In 46406

Rodney Fields

George Muzek
5971 W. 30th Ave.
Gary, In 46406

George Muzek

Dorothy Lee
5997 W. 30th Ave.
Gary, In 46406

Dorothy Lee

Rema Vezey
6021 W. 30th Ave.
Gary, In 46406

Rema L. Vezey

Kenneth Ball
6033 W. 30th Ave.
Gary, In 46406

Kenneth Ball

John Hendricks
6040 W. 30th Ave.
Gary, In 46406

John Hendricks

David Taborski
3036 Calhoun St.
Gary, In 46406

Dave Taborski

Jean Camp
6103 W. 29th Place
Gary In 46406

Jean Mc Camp

Glenn E.
Lake Stotts
2945 Colfax St.
Gary, In 46406

Glenn E. Stotts



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

REPLY TO
ATTENTION OF:

June 5, 2002

Real Estate Division

SUBJECT: Little Calumet River Flood Control and Recreation Project

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

Dear Mr. Gardner:

After careful review, the tracts highlighted in green on the attached map have been determined to be uneconomic remnants. The standing water at the bottom of the adjacent ditch significantly inhibits access to these tracts. Please be advised of the following:

- ✓ 1. Your office is instructed to obtain these tracts in fee. The appraisals or informal value estimates for these tracts must identify these tracts as uneconomic remnants due to inhibited access caused by standing water in the adjacent ditch which is encumbered by a permanent easement by the local sponsor;
- ✓ 2. If a landowner does not want to sell an uneconomic remnant tract and rejects a fair market value offer, your office cannot proceed to condemnation since the acquisition is not considered essential to the project; and
- ✓ 3. Your office will obtain LERRD credits for these acquisitions once all required documentation is submitted and reviewed.

If you have any questions please feel free to contact Realty Specialist Chrystal Spokane at 312-353-6400 ext 5010.

Respectfully,

A handwritten signature in cursive script, reading "Erika L. Wilkins", is written over a horizontal line.

Erika L. Wilkins, Esq.
Chief, Real Estate Division

Enclosure

Copy Furnished (w/ encl):

Imad Samara, PM-PM

✓ Judy Vamos, LCRBDC

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

REPLY TO
ATTENTION OF

June 6, 2002

Planning, Program and
Project Management Division

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

Dear Mr. Gardner:

I'm writing this letter to clarify the Corps of Engineers position on the letter dated May 10, 2002, that the homeowners living along the ditch in the area of Stage IV-1 North wrote to you. Since most of the letter discusses events that occurred during or as a result of construction, I asked the Area Office personnel to review and provide responses to each of the points raised in the letter. Here is the response I received:

- ✓ 1) A survey on June 3, 2002, indicates the top of the South embankment actually higher than the North by 0.02' near Calhoun (Sta. 1+00) and 0.92' near Colfax (Sta. 14+00). The Contractor specifically minimized soil removal on the South side of the ditch due to the existence of shallow buried oil lines in this area. Wolverine Pipeline representatives were on site during this period to assure minimized soil removal from over their oil lines. No topsoil was removed from the project site. The only soil removed was that necessary to excavate the ditch. As for "property markers", the contractor may have encountered some, especially at the West portion since heavy brush had to be removed. The contract documents did not address the existence or required reestablishment of "property markers".
- ✓ 2) On the North side of the ditch some topsoil stripping was done, but the same topsoil was spread back on the surface after ditch completion. Stripped topsoil contained pieces of debris, which surfaced when spread back across. The contractor removed of the surface debris that did not meet contract specification requirements for topsoil.
- ✓ 3) The comment on the ditch being "15 to 16 foot deep" is incorrect. The survey on June 3, 2002 revealed the following: At Sta. 1+00 (near Calhoun), top of concrete ditch liner to top of ditch is 5.17 ft. on the North side and 5.15 ft. on the South side. At Sta. 14+00 (near Colfax), top of concrete ditch liner to top of ditch is 5.12 ft. on the North side and 6.00 ft. on the South side. Elevation records are available. As for water in the ditch, there is always water flowing in the ditch bottom. On June 3, 2002, it was about 3 inches deep near Calhoun, and about 6 inches deep near Colfax. However, the water depth varies day-to-day, based on weather conditions. As for not having access to the South side to mow, it is not the water but the wet soil conditions near the ditch bottom that would prevent equipment from crossing the ditch. The wet soil conditions are the result of groundwater that continually seeps from the lower 4 to 6 feet when measured along the slope. As for the steepness of the slopes, with the exception of the area around the

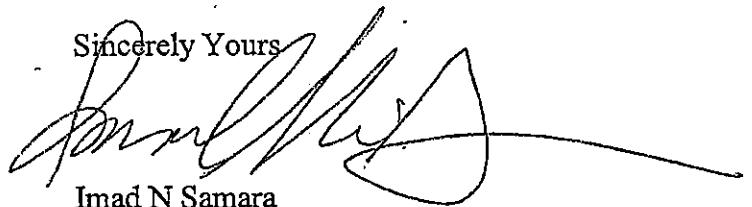
structures at Calhoun and Colfax, the banks are at a 4.0 Horiz. to 1.0 Vert. slope. This is much flatter than the 2.5 Horiz. to 1.0 Vert. used on levees which are mowed using conventional mowing equipment. Refer to sheet C-8 for ditch cross section.

✓ 4) The majority of the topsoil placed was topsoil that was stripped prior to excavating the ditch. The only topsoil imported from off site was placed on the north side at about Sta. 5+00. This was in response to an owner who expressed concern that the final elevation of his property was low. All areas were seeded with the approved seed mix.

✓ 5) As for bank erosion, before the grass took hold in the lower portion of the ditch, there was minor sloughing due to ground water seepage. Now that we have a lush grass growth at the bottom, the grass is allowing only water through, with no additional sloughing observed.

✓ One thing that we are considering is cleaning up the ditch bottom from the sloughing that took place while the grass was germinating. I will work with Jim Pokrajac to get a contractor out to clean the ditch. Please feel free to contact me if you need any additional information, or have any other questions, at 312-353-6400 ext. 1809.

Sincerely Yours

A handwritten signature in black ink, appearing to read 'Imad N Samara', with a long horizontal line extending to the right.

Imad N Samara
Project Manager



Indiana Department of Natural Resources

Frank O'Bannon, Governor
John Goss, Director

3 June 2002

Mr. Howard Hee Han Kim, et al
34 Ramsgate Drive
Palos Park, IL 60464

*M-01
mitigation*

Dear Mr. Kim, et al :

RE: Permission to survey and appraise your property at
5400 Block Liverpool Road, Town of Hobart, Lake County, IN
Key # 27) 17-0034 0090 9.3638 acres and
Key # 27) 17-0034-0004 63.936 acres

Frank O'Bannon, Governor
John Goss, Director



Indiana Department of Natural Resources

The Indiana Department of Natural Resources wishes to establish contact with you for permission to survey and appraise the above referenced land for a possible purchase. Our file shows that you are the owners of the property. The property has been designated for use by the Little Calumet River Flood Control and Recreation Project in Northwest Indiana.

The Little Calumet River Flood Control and Recreation Project is a federal construction project of the Army Corps of Engineers which is building levees, ditches, and pump stations along the Little Calumet River to flood-protect over 9,500 structures. Your property would be used for mitigation purposes and will be appraised for its fair-market value. Your permission does not obligate you to sell; the permission will allow us access to survey and appraise the land only. You may accompany the surveyor and appraiser and they will contact you as to date and time.

Would you please write a small note of permission or refusal to survey and appraise the land and mail it to me in the enclosed self-addressed stamped envelope? I have a few questions about the property and ask that you please call me at 219-763-0696 to discuss this matter further.

Thank you for your time and attention to this matter.

Respectfully,

Judy Vamos

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

Enclosure:

Frank O'Bannon, Governor
John Goss, Director

Received
6/3/02 gvr

BARBARA G. FADELL
633 North 70 East
Valparaiso, IN.
46383

May 22, 2002

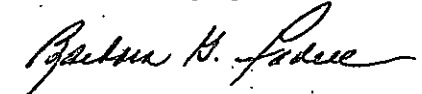
Judith Vamos
DNR- Land Acquisition
6100 Southport Road
Portage, IN. 46368

RE: 4140 West 49th Avenue
Hobart, IN.

Dear Ms. Vamos:

You have my permission to survey and appraise the
above property.

Sincerely yours,


Barbara G. Fadell

bgr

219-548-9891
Called Mrs. Fadell
left message. "is it
yes or is it no?"
She called me 4:35 PM
"yes" - changed her mind
so ahead + survey +
appraise." gvr
6/3/02

P.S. She discussed it
with her children

1. O&M Item:

South Shore Marina invoice received from Pete Zak for \$1,313 for cost incurred in barricading access to Commission property (Wright Street in Gary). This is not creditable so we cannot draw the money from the State.

RECOMMENDATION:

To pay \$1,313 from LEL funds
(Balance in account as of 5/31/02 - \$130,150)

2. Marina Item:

South Shore Marina invoice received from Pete Zak for \$1,380 for cost incurred in installing handrails at Burns Waterway Breakwater in Portage . This is not creditable so we cannot draw the money from the State.

RECECOMMENDATION:

To pay \$1,380 from Sand Fund monies
(Balance in account as of 5/31/02 - \$141,505)

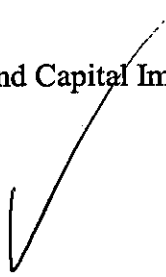
3. Budget Transfer:

\$25,000 presently budgeted for Line 5881 (Property/Structure Insurance)

Valparaiso Insurance Professionals	-	\$ 24,211
Additional properties added onto policy	-	<u>\$ 1,968</u>
		\$ 26,179
Estimate of 2 more invoices on structure insurance expected this year	-	<u>\$ 1,000</u>
		\$ 27,179

RECOMMENDATION:

\$3,000 Budget Transfer from Line 5883 (Project Land Capital Improvements)
to Line 5881 (Property/Structure Insurance)



LAND ACQUISITION REPORT
For meeting on Thursday, June 6, 2002
(Information in this report is from April 26, 2002 – May 29, 2002)

STATUS (Stage III) – Chase to Grant:

1. Final acquisitions for flowage easements east of Chase and north of the river are ongoing (DC209 to DC213). COE is reviewing the appraisal.
 - A letter was sent to Otho Lyles (DC213) on January 10, 2002 instructing him to clean up all various and sundry materials he illegally dumped prior to our acquisition.
 - An inspection was held with Mr. Lyles on May 29, 2002 to assure his property was cleaned off. All culverts were removed and the ditch was cleaned out.

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.

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

1. Wicker Park appraisal was forwarded from Chicago to the Cincinnati COE for review.

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

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

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

1. A letter was sent to Krosan Enterprises on November 28th, 2001 and January 28, 2002, requesting information on how much area they need for traffic flow south of their building. No response to date.
2. We received modified Real Estate drawings from the COE on April 22nd, 2002, for the Kennedy Industrial Park area.
3. An Acquisition Coordination meeting was held with Dale Kleszynski on May 24, 2002 to review status of ongoing appraisals & discuss new appraisals to be done.
 - New legals were given to Dale for Krosan as well as the (3) hotels.
 - COE/LCRBDC to discuss the other Kennedy Industrial Park properties for modifications to engineering/real estate for cost savings potential.

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.

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

1. We received calls from the Gleasons' and Savages' – 2 of 4 landowners west of Hohman. Houses almost flooded on 5/11-12/02 heavy rain days. Street did flood and Munster woke them at 2 AM for a possible evacuation. They are requesting a meeting with LCRBDC and town of Munster on possible solutions to the street flooding problem.

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

1. Acquisition deadline is currently on hold.
2. Existing offers will be paid, however, no new offers will be sent. Burr Betterment levee is not creditable.

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

1. DC 813 – Owner WLTH, Gary radio station, was off the air for 2 days after the big rain of 5/11-12/02. Tower was under 4' of water. We have not made an offer yet due to funding but we expect this to be a difficult acquisition. Owner would like to swap land on north 35th in lieu of offer.

MITIGATION

1. Our first request for permission to survey and appraise the land in Hobart Marsh was refused. Mrs. Barbara Fadell was asked in a letter dated 5/20/02 to write a refusal note for our files. We will continue asking landowners for permission. The Kim and Nozrik properties are next.



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

ROBERT MARSZALEK
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 29, 2002

Mr. Lou Casale
Attorney-at-Law
CASALE, WOODWARD & BULS
9223 Broadway, Suite A
Cambridge Commons
Merrillville, Indiana 46410

Dear Lou:

Re: DC 213

On Wednesday, May 29th, a final inspection was held with Mr. Otho Lyles to review the cleaning up of his property located east of Chase Street and north of the Little Calumet River. He has removed all the culverts, concrete, and unsuitable material from his properties as we requested of him several months ago.

Now that he has completed this work to our satisfaction, you may proceed with the acquisition of his property as requested by the ACOE as a flowage easement.

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

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
cc:

Otho Lyles
Judy Vamos



Indiana Department of Natural Resources

Frank O'Bannon, Governor
John Goss, Director

20 May 2002

Mrs. Barbara Fadell
633 North 70th East
Valparaiso, IN 46342

Dear Mrs. Fadell:

RE: Permission to survey and appraise your property at 3940 W 49th Ave. Hobart, IN

Thank you for calling me today to acknowledge my phone message to you on 10 May 2002. As we agreed I am writing the points of our discussion.

I explained today that the Indiana Department of Natural Resources (IN DNR) is interested in surveying, appraising, and possibly purchasing your 50 acre property at 3940 West 49th Street in Hobart, Indiana. We need your permission for access to your property.

If we purchase the land it will be used for mitigation purposes for the Little Calumet River Flood Control and Recreation Project, a federal construction project that provides flood protection to residents and businesses along the Little Calumet River. When building the levees, ditches, etc. along the Little Calumet River, wetlands were destroyed and must be replaced in the same watershed area. Your property is in the watershed area and would be preserved as mitigation wetlands for the flood project.

You told me that you have plans for your land and are not interested in selling it, however, you are concerned that the government could still acquire your land through condemnation. Permission to survey and appraise your land allows us access to your land only to survey and appraise it. Surveying and appraising your land does not obligate you to sell and you are not eligible for condemnation. I will not assign a surveyor and appraiser to your land.

I did ask you to write a quick note refusing my request. In this mailing I've enclosed a self-addressed stamped envelope for your convenience when mailing the refusal note.

Please accept my grateful thanks for your time and honesty and I invite you to call me if your plans change. Thank you, again.

Respectfully,

Judith (Judy) Vamos, Land Acquisition

Enclosure:

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC DATE: June 6, 2002

LOCATION: 6100 Southport Rd. Portage CHAIRMAN: Bill Tante

PLEASE SIGN IN

	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER
1	Sandy O'Brien	Hobart
2	JIM FLORA	R.W. ARMSTRONG
3	Don Ewoldt	LEL
4	Juanita Cray	DNR
5	Bill Petreites	NEHLAND
6	Lincoln Samara	COE
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25		

Sm - gun gets more on in-projet mitigation

4 hidden -

1 did not join (large construction)

3 went on to SSB

2 did not meet technical requirements

1 - gone but bid too high

Negotiated to \$1.8 million

Contractor was V3 - General

Beemsterboer - sub

Could not reach settlement

Corp will re-advertise as 2 contracts

1. implementation

2. monitoring

on 6/21/02 - Corp will give an "invitation to bid" "This way the bids submitted

don't have to go to the SSB.

Corp wants to award bid by Aug 28-02

gr.
6/11/02



NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION

Together We Make The Difference

6100 Southport Road Portage, Indiana 46368

From Anywhere (219) 763-6060
From Lake Co. (219) 769-6060
From LaPorte Co. (800) 709-6060
Fax Messages (219) 762-1653

On the Internet www.nirpc.org
E-mail Messages nirpc@nirpc.org

PUBLIC OFFICIALS LIABILITY INSURANCE

(3/31/02 TO 3/31/03)

Tudor Insurance Company

Insurance Agent:

Mr. George Bone

Don Powers Agency

911 Ridge Road

Munster, Indiana 46321

(219) 836-8900

POL0063451

POL0063199

RENEWAL OF NUMBER

PUBLIC OFFICIALS LIABILITY POLICY

THIS IS A CLAIMS MADE POLICY

DECLARATIONS

STOCK COMPANY



**TUDOR
INSURANCE COMPANY**

KEENE, NEW HAMPSHIRE 03431

ITEM 1. INSURED AND ADDRESS

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

ITEM 2. POLICY PERIOD

12:01 A.M., Standard Time at the address
of the Insured as stated herein.

FROM: 3/31/02

TO: 3/31/03

ITEM 3. LIMIT OF LIABILITY (Inclusive of Defense Costs)

\$ 1,000,000

ITEM 4. RETENTION (Applicable to Each Loss)

\$ 5,000

ITEM 5. PREMIUM

\$ 5,750.00 + \$143.75 (S. L. TAX) + \$100.00 (POLICY FEE) = \$5,993.75

ITEM 6. RETROACTIVE DATE

NOT APPLICABLE

ITEM 7. DESIGNEE OF PUBLIC ENTITY TO RECEIVE NOTICES FROM INSURER

DAN GARDNER - EXECUTIVE DIRECTOR

ITEM 8. POLICY FORM AND ENDORSEMENTS ATTACHED AT INCEPTION

POL(Ed.1/97), TU 3, 22A, TU80, TU POL 618, 621, 658, 673

The declaration page and endorsements and/or forms listed above and attached hereto together with the completed and signed application shall constitute the contract between the Insured and the Company.

Countersigned:

00096 - CREATIVE UNDERWRITERS CORP
FRANKLIN LAKES, NJ 4/02/02

By

Stephen Gerstman
(Authorized Representative)

PUBLIC OFFICIALS LIABILITY

TUDOR INSURANCE COMPANY KEENE, NEW HAMPSHIRE

(A stock company, herein called the Insurer)

THIS IS A CLAIMS MADE POLICY
PLEASE READ CAREFULLY

In consideration of the payment of premium and in reliance upon the statements made to the Insurer, including the statements made in the Application Form attached hereto, and subject to the insuring agreements, exclusions, terms and conditions of this Policy, the Insurer and the Insureds agree as follows:

INSURING AGREEMENTS

A. COVERAGE

The Insurer will pay Loss which the Insureds shall become legally obligated to pay as the result of any claim or claims first made against the Insureds, and reported to the Insurer during the Policy Period by reason of a Wrongful Act, provided the Wrongful Act occurs:

1. during the Policy Period; or
2. prior to the Policy Period if prior to the effective date of this Policy;
 - a. the Insureds did not give notice to any other Insurer of such Wrongful Act, or
 - b. the Insureds had no knowledge of or basis to believe that any such Wrongful Act might reasonably be expected to give rise to a claim.
3. subsequent to the retroactive date set forth in Item 6 of the policy Declarations.

B. DEFENSE

The Insurer shall have the right and duty to defend any claim against the Insureds alleging a Wrongful Act, even if any of the allegations of the claim are groundless, false or fraudulent, and may make such investigation and settlement of any claim as it deems expedient. The Insurer shall not be obligated to pay any Loss or defend any claim after the limit of liability of the Insurer has been exhausted by payment of damages, judgments, settlements and/or Defense Costs.

SECTION 1 - DEFINITIONS

- A. "Public Entity" shall mean that Municipality, Governmental Body, Department, or Unit, which is named in the Declarations.

- B. "Insureds" shall mean the Public Entity and all persons who were or during the Policy Period are lawfully elected or lawfully appointed officials and members of the Public Entity. The term "Insureds" shall include members of such commissions, boards or other units operating by and under the jurisdiction of such governing body and within the total operating budget indicated in the Application Form and including employees and volunteers as may be responsible to the governing body or its boards, or other units. The estates, heirs and legal representatives of deceased persons who were Insureds at the time of the Wrongful Act upon which a claim is based and the legal representatives of Insureds in the event of their incompetency, insolvency or bankruptcy are also "Insureds."

The term "Insureds" shall not include any person working on a retainer or contractual agreement or any attorneys, architects or engineers when functioning in a professional capacity as such. Unless specifically endorsed herein, the term "Insureds" does not mean, and does not apply to any one of the following boards, commissions or units or their officials, members, employees or volunteers: schools, airports, transit authorities, hospitals, utilities or housing authorities.

- C. "Policy Period" shall mean the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancellation of this Policy.
- D. "Loss" shall mean damages, judgments, settlements and Defense Costs; however, Loss shall not include fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or any amount which may be incurred in connection with any matter uninsurable under the law pursuant to which this Policy shall be construed.
- E. "Wrongful Act" shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty including misfeasance, malfeasance or nonfeasance by an Insured solely in the performance of duties for the Public Entity.

- F. "Defense Costs" shall mean fees, costs and expenses incurred by the insurer in defending any claim against the Insureds and including premiums for an appeal bond, attachment bond or similar bond, but without obligation to apply for or furnish any such bond.

SECTION 2 - EXCLUSIONS

The Insurer shall not be liable under this Policy to make payment for Loss in connection with any claim(s) made against the Insureds based upon or arising out of any one or more of the following:

- A. an Insured committing in fact of any fraudulent, criminal or dishonest act;
- B. gaining any personal profit or advantage to which an Insured is not legally entitled or for the return by an Insured of any remuneration paid in fact to an Insured if payment of such remuneration shall be held to be in violation of law or for the return to the Public Entity under a settlement agreement any remuneration paid to an Insured;

NOTE: IT IS AGREED THAT ANY FACT PERTAINING TO ANY INSURED SHALL NOT BE IMPUTED TO ANY OTHER INSURED FOR THE PURPOSE OF DETERMINING THE APPLICATION OF THE ABOVE EXCLUSIONS A. and B.

- C. 1. claims, demands or actions seeking relief or redress in any form other than money damages,
- 2. for fees or expenses relating to the defense of claims, demands or actions seeking relief or redress in any form other than money damages,
- 3. for fees or expenses awarded to any claimant in connection with claims, demands or actions seeking relief or redress in any form other than money damages;
- D. any damages, whether direct, indirect or consequential, arising from or caused by, bodily injury, personal injury, sickness, disease or death, mental anguish, emotional distress or abuse of due process;
- E. loss or criminal abstraction of, damage to or destruction of any tangible property or the loss of the use of any tangible property;
- F. false arrest, detention or imprisonment, malicious prosecution, assault or battery;
- G. libel or slander or the publication of material that violates a person's right of privacy;
- H. a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Public Entity;

- I. wrongful entry or eviction or other invasion of the right of private occupancy;
- J. condemnation in any form, adverse possession or dedication by adverse use or inverse condemnation;
- K. strikes, riots or civil commotions;
- L. the violation of statute or ordinance committed with intent or by or with the knowledge or consent of an Insured;
- M. any claim based upon or arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, chemicals, liquids or gases, waste materials (including from a nuclear facility) or other irritants, pollutants or contaminants. The intent and effect of this exclusion is to delete from any and all coverages afforded by this policy any claim, judgment, liability, settlement, damage, defense or claim expenses in any way arising out of such discharge, dispersal, release or escape whether such results from the Insured's activities or the activities of others and whether or not such is sudden or gradual and whether or not such is accidental, intended, foreseeable, expected, fortuitous or inevitable and whether or not such occurs in a commercial or industrial setting or otherwise, and wherever such occurs, whether in a confined or enclosed space or in the natural environment.

Pollutants includes, but is not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

- N. the Insured's activities in a fiduciary capacity with respects to any employee benefit or pension plan, or based upon the Employee Retirement Income Security Act of 1974, and any amendments thereto or any similar provision of federal, state or local statutory law or common law;
- O. any obligation for which the Insureds or any carrier as the insurer of any Insured may be held liable under any Worker's Compensation, unemployment compensation or disability benefits law, or under any similar law;
- P. operational law enforcement functions and activities including the operation of adult and juvenile detention facilities;
- Q. any claim which has been reported or in any circumstances of which notice has been given; under any policy of which this policy is a renewal or replacement or which it may succeed in time.

SECTION 3 - LIMIT OF LIABILITY AND RETENTION

- A. The Limit of Liability stated in Item 3 of the Declarations, regardless of the time of payment by the Insurer, shall be the maximum liability of the Insurer for all Loss during the Policy Period, and (b) the Discovery Period. The limit of liability for the Discovery Period is part of, not in addition to, the limit of liability for the Policy Period.

- B. The Insurer shall be liable only to pay Loss, including Defense Costs, in excess of the amount of the retention stated in Item 4 of the Declarations, up to the Limit of Liability stated in Item 3 of the Declarations, it being warranted that the retention stated in Item 4 of the Declarations shall be carried by the Insureds at their own risk and uninsured.
- C. This Policy is only to pay Loss, excess of the retention stated in Item 4 of the Declarations.
- D. As respects Loss incurred by the Public Entity the retention amount stated in Item 4 of the Declarations shall apply separately to each Loss.
- E. Defense costs are not payable in addition to the limit of liability. The limit of liability available to pay judgments or settlements shall be reduced by Defense Costs.
- F. Loss arising out of the same Wrongful Act or interrelated, repeated or continuous Wrongful Acts of one or more of the Insureds shall be considered a single Loss.

SECTION 4 - NOTICE OF CLAIM

- A. The Insureds shall, as a condition precedent to the obligations of the Insurer under this Policy, give to the Insurer notice in writing of any claim made against the Insureds as soon as practicable and during the Policy Period or during the Discovery Period, if effective in accordance with Section 6.

If during the Policy Period or during the Discovery Period, if effective in accordance with Section 6, the Insureds shall become aware of any Wrongful Act which may subsequently give rise to a claim being made against the Insureds, the Insureds shall give written notice as soon as practicable and during the Policy Period or during the Discovery Period of the Wrongful Act and the reasons for anticipating a claim. Any claim which is subsequently made against the Insureds arising out of such Wrongful Acts shall be treated as a claim made during the Policy Period.

- B. Notice hereunder shall be given to Tudor Insurance Company, 400 Parson's Pond Drive, Franklin Lakes, New Jersey 07417.

SECTION 5 - COOPERATION CLAUSE

- A. The Insureds shall cooperate with the Insurer in respect to any claim against Insureds. The Insureds shall not admit or assume any liability, agree to any settlement or stipulate to any judgment without the prior written consent of the Insurer.
- B. The Insureds shall provide the Insurer with such pleadings, reports, investigations and other information as the Insurer shall reasonably request.

This Policy and any and all rights hereunder are not assignable without the written consent of the Insurer.

- D. All notice to the Insureds shall be given by the Insurer to the person or firm shown in Item 7 of the Declarations.

SECTION 6 - DISCOVERY PERIOD

If the Insurer shall cancel or refuse to renew this Policy, the Public Entity and/or the Insureds shall have the right, upon payment or an additional premium of 100 percent of the one (1) year premium hereunder, for a period of one (1) year following the effective date of such cancellation or refusal to renew to give written notice to the Insurer, pursuant to Section 4 of the Policy, but only in respect of any Wrongful Act committed before the effective date of such cancellation or non-renewal. This right of extension shall terminate, however, unless written notice is given to the Insurer by the Public Entity or the Insureds within ten (10) days after the effective date of such cancellation or non-renewal. This paragraph and the rights contained herein shall not apply in the event of cancellation resulting from the non-payment of premium. The offer by the Insurer of renewal terms, conditions, limits of liability and/or premiums different from those of the expiring policy shall not constitute a refusal to renew.

SECTION 7 - CANCELLATION

This Policy may be canceled by the Insureds at any time by written prior notice or by surrender of this Policy to the Insurer or its authorized agent. This Policy may also be canceled by the Insurer by delivering to the Public Entity or by mailing to the Public Entity, by registered, certified or other first class mail, at the address of the Public Entity shown in this policy, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. The company may cancel this policy for the failure to pay a premium when due by mailing to the Public Entity written notice stating when not less than ten (10) days thereafter the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If this Policy shall be canceled by the Insureds, the Insurer shall retain the customary short rate proportion of the premium hereon.

If this Policy shall be canceled by the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period, as set forth in the Policy, relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

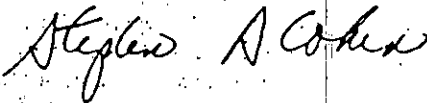
SECTION 8 - SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insureds' rights of recovery therefore, and the Insureds shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer effectively to bring suit in the name of the Insureds.

SECTION 9 - PUBLIC ENTITY AUTHORIZATION

The Insureds agree that the Public Entity shall act on behalf of all Insureds with respect to the payment of premiums, the giving of notice of any claim, the receipt and acceptance of endorsements to this Policy, the receipt of any notice of cancellation, the receipt of any return premiums that may become due under this policy and the exercise of rights under Section 6, Discovery Period.

In WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested and countersigned by a duly authorized representative of the Company.



Secretary



President

SECTION 10 - CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Insurer from asserting any right under the terms of this policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form part of this Policy.

SECTION 11 - OTHER INSURANCE

If the Public Entity or any Insured has other insurance insuring against a Loss covered by this Policy, the insurance provided by this Policy shall apply in excess of such other insurance.

RECREATION REPORT

For meeting on Thursday, June 6, 2002

(Information in this report is from February 27, 2002 – May 29, 2002)

GENERAL STATEMENT:

- A. At this point in time, the existing construction contracts in the East Reach are almost all completed. The only remaining area of construction is the Betterment Levee – Phase II.
- B. Currently, the joint recreation venture with the Army Corps is completed; 90% of the completed east reach levees have stoned trails completed; the remainder of east reach trails are currently being coordinated and should be included in an upcoming recreation contract.
 - It is anticipated that the next recreation contract may be in 2003-2004, and that the construction and real estate costs for this work would be delayed until that contract is ready to let.
 - A supplemental contract will be released as part of the Stage III remediation project in the late summer of 2001 that will include the paving of all **stoned** ramps.

RECREATION - PHASE 1.

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

A. OXBOW (Hammond)

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

B. GLEASON PARK (Gary Parks & Recreation)

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

C. LAKE ETTA (Lake County Parks)

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

D. CHASE STREET TRAIL (City of Gary)

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

EAST REACH RECREATION

- A. Recreation trail re-alignments will be required in the east reach due to conflicting land use plans with City of Gary, I.U. Northwest, or other regulatory groups. (Refer to general statement.)
 - 1. **Broadway to Harrison Crossing – Stage II-3B: (Currently on hold until the next Recreation contract.)**

- Additional land will be required to temporarily extend a recreation trail along both the sidewalks east and west of Broadway to allow recreation trail continuation.
 - Upon completion of I.U. Northwest modifications on, and adjacent to, Broadway, we will install a permanent trail crossing south of the river and along the line of flood protection, as originally proposed by the COE.
2. **Harrison to Grant Street Crossing:** (Currently on hold until the next Recreation contract.)
- We received a letter from the City of Gary on July 11th, 2001, indicating that our proposal East of Gilroy Stadium to 32nd Avenue is the best use location from Harrison to Grant.
 - The re-location of the recreation trail would require agreements with the City of Gary to be able to cross Grant St. at the light at 32nd Ave.
 - In the COE letter dated February 7th, 2002, they indicated, under the "remaining East Reach recreation features" response, that these remaining features will be incorporated into the next Recreation contract.
3. We submitted a request to Attorney Casale on August 3rd, 2002, along with a letter from the EJ&E RR to proceed with an agreement to allow us to install an at-grade recreation trail crossing East of Cline Avenue.
- We received a letter from the EJ & E on September 1st, 1999, allowing us to proceed along with their requirements. (To Lou at September 10th, 2001 utility coordination meeting.)
 - The scope of this work will be done as part of the Burr Street Phase 2 project instead of Stage VI-2.

WEST REACH RECREATION

A. Cline Avenue Crossing:

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

B. Tri-State recreational trail tie-in for the Highland/Wicker Park/Erie Lackawanna Trail Systems: (Part of Stage V – Phase 2 construction.)

1. The COE modified the engineering and real estate drawings and submitted them to us at the Real Estate meeting on July 19th, 2001. It is still the intent to have this recreation trail on the land side. (Refer to Land Acquisition & Engineering Reports).
2. North Township – Wicker Park recreational trail alignment is being evaluated.

- It was mentioned to re-locate the trail from between the golf courses to the existing trail along the West and South boundaries.
 - North Township would not have a problem, but are awaiting information from INDOT for impacts to Indianapolis Blvd. R/W which would cause their existing trail to be re-located. (Ongoing)
- C. A letter was sent to the Lake County Highway Dept. on December 28, 2000 requesting permission, and comments, to cantilever a walkway on the east side of the Kennedy Avenue bridge to allow our trail to be contiguous.
1. It was approved at our February 1st, 2001 Board meeting to contract with R.W. Armstrong to do a feasibility study for the pedestrian walkway and get an agreement at a cost not to exceed \$7,000.
 - It is our intent to include this construction as part of the Stage VI – Phase 1 contract.
 - R.W. Armstrong submitted a cost to coordinate and design this walkway in the amount of \$26,000. The board deferred doing this work until a later date due to financial constraints. (See Stage VI-I Engineering Report.)
- D. Stage VIII Trails:**
1. We received a letter from NICTD on October 15th, 2001 (dated October 9th) indicating problems with the location of our trail on their R/W under I-80/94.
 - They feel it is a safety concern and suggested we reroute our trail along their R/W to 173rd Street.
 - LCRBDC is currently contacting NICTD to do a review with the Corps, and SEH (Corps engineer) to discuss their request.
 2. A meeting was held with NICTD on March 11th, 2002, to review recreation trail re-alignment, review hydraulic information, and discuss other local and COE concerns.
 - **It appears we may be doing our construction in this area before the railroad would be proceeding. It is our intent to use our current design and when they proceed, we can work together accordingly.**

GENERAL LIABILITY PROPERTY INSURANCE

(4/5/02 TO 4/5/03)

Nautilus Insurance Company

Insurance Agent:

Mr. John Green

Valparaiso Insurance Professionals

2621 Beech Street

Valparaiso, Indiana 46383

(219) 462-5106

NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

☐ New
☒ Renewal NC140023
☐ Rewrite
☐ Cross Ref.

Transaction #

Policy No. **NC178023**

Named Insured and Mailing Address
 (No., Street, Town or City, County, State, Zip Code)

This insurance is underwritten by an approved surplus lines insurer and is not protected in the event of insolvency under the provisions of the Indiana Insurance Guaranty Association Law.

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

NO FLAT CANCELLATION

Agent and Mailing Address
 (No., Street, Town or City, County, State, Zip Code)

Agency No. 01300 - 00

Arlington/Roe & Co., Inc.
 8900 Keystone Crossing
 Suite 800
 Indianapolis, IN 46240

Policy Period: From 04/05/2002 to 04/05/2003 at 12:01 A.M. Standard Time
 at your mailing address shown above.

Business Description: DEVELOPMENT COMMISSION

Tax State IN

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
 WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
 THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part

The Insurance Company in which this policy is placed is authorized, but not licensed, to transact business in Indiana. This policy is not protected by the Indiana Insurance Guaranty Association in the event of insolvency of the Company. This policy and the premium thereon has been properly declared as a Surplus Lines Risk to the Indiana Department of Insurance and the surplus lines tax paid accordingly.

Arlington/Roe & Co., Inc.

PREMIUM

\$ 23,520.00
 \$
 \$
 \$
 \$
 \$

NO FLAT CANCELLATIONS

TOTAL ADVANCE PREMIUM
 (Minimum & Deposit)

\$ 23,520.00

Tax & Fee Schedule
 Policy Fee
 IN. S.L. TAX

\$ 100.00
 590.50

TOTAL TAXES & FEES

\$ 690.50

TOTAL \$ 24,210.50

Form(s) and Endorsement(s) made a part of this policy at time of issue:

Refer to S902 (12/98) Schedule of Forms and Endorsements.

Countersigned: Indianapolis, IN
 04/18/2002 EHERONI

By

James A. Roe
 ARLINGTON/ROE & CO., INC.

Countersignature or Authorized Representative, whichever is applicable

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY Includes copyrighted material of Insurance Services Office, Inc. with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984

NAUTILUS INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: NC178023

Effective Date: 04/05/2002

12:01 A.M. Standard Time

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ INCL	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Fire Damage Limit	\$ 100,000	Any One Fire
Medical Expense Limit	\$ 5,000	Any One Person

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

FORM OF BUSINESS: ☐ Individual ☐ Joint Venture ☐ Partnership ☒ Organization (Other than Partnership or Joint Venture)

BUSINESS DESCRIPTION: DEVELOPMENT COMMISSION

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY:

6100 SOUTHPORT ROAD

PORTAGE, IN

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASE	PR/CO	RATE All Other	ADVANCE PREMIUM
# 45539 - Land occupied by persons other than insd for business purposes lessor's risk	T		PER ACRE 100	INCL	28.910	INCL 2,891
# 46671 - Parks or Playgrounds	T		EACH 22	INCL	144.540	INCL 3,179
# 48925 - Swimming Pools	T		EACH 1	INCL	1186.130	INCL 1,186
# 49452 - Vacant Land - Urban NOT FOR PROFIT	T		PER ACRE 2,000	INCL	7.240	INCL 14,479

* PREMIUM BASE SYMBOLS	a = Area (per 1,000 square feet of area)	c = Total Cost (per \$1,000 Total Cost)
m = Admissions (per 1,000 Admissions)	p = Payroll (per \$1,000 of Payroll)	s = Gross Sales (per \$1,000 Gross Sales)
t = See Classification	u = Units (per unit)	

PREMIUM FOR THIS COVERAGE PART \$ 21,735

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Refer to S902 (12/98) Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

NAUTILUS INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

POLICY NUMBER: NC178023

Effective Date: 04/05/2002

12:01 A.M. Standard Time

LOCATION OF PREMISES

Location of All Premises You Own, Rent or Occupy:

6100 SOUTHPORT ROAD
PORTAGE, IN

PREMIUM

CODE # -	CLASSIFICATION	*	PREMIUM BASE	PR/CO	RATE All Other	ADVANCE PREMIUM
# 10110 - BOATS, CANOES OR ROW BOATS FOR RENT		S	1,000	INCL	60.770	60
# 43760 - FISHING PONDS OR LAKES COMMERCIALLY OPERATED.		S	60,000	INCL	21.590	1,295
# 45524 - LAKES OR RESERVOIRS EXISTENCE HAZARD ONLY.		T	1 EACH	INCL	430.800	430
# -						
# -						
# -						
PREMIUM FOR THIS EXTENSION OF DECLARATIONS						\$ 1,785

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing

or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment."

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

"Bodily injury" or "property damage" due to war,

whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage to Property

"Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising

out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit."
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

- (1) "Bodily injury" or "personal and advertising injury"
- (a) To you, to your partners or members (if

you are a partnership or joint venture), or to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal or advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or

in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises, or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the

insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication of material that violates a person's right of privacy;
 - The use of another's advertising idea in your "advertisement"; or
 - Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured

must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
- (1) You;
- (2) Others trading under your name; or
- (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

**VALPARAISO
INSURANCE
PROFESSIONALS**
2621 Beech Street
Valparaiso, IN 46383
Phone: 219-462-5106
Fax: 219-465-9265

Memo

To: Sandy Mordus, Business Coordinator, Little Calumet River Basin Development Commission,
6100 Southport Road, Portage, IN 46368

From: John E. Green, AU, APA

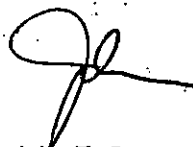
CC:

Date: 5/7/02

Re: Liability policy

Dear Sandy:

I am pleased to enclose the endorsement that amends your total acreage from 2000 to 2265 acres. I am also enclosing our invoice that shows the additional premium for this change. Thank you.



John E. Green, AU, APA

NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NC178023

Named Insured: Little Calumet River Basin
Development Commission

ENDORSEMENT # 1

Agency # 1300

Endorsement Effective: 04/05/02

GENERAL CHANGE ENDORSEMENT

In consideration of an additional premium of \$1,920 plus \$48 Indiana surplus lines tax, it is hereby agreed that the premium basis, acreage, under General Liability classification #49452 - Vacant Land - Urban is increased to 2,265.

5/03/02 mvd

Tax Fee Schedule

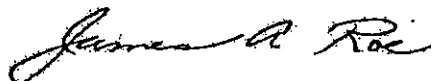
\$

Premium: ☐ None ☒ AP ☐ RP \$1,920

Total Taxes & Fees \$ 48.00

TOTAL PREMIUM DUE \$1,968.00

All other Terms and Conditions of the Policy remain unchanged.



RESULTS OF REAL ESTATE MEETING HELD 23 MAY 2002
THE ARMY CORPS OF ENGINEERS and
LITTLE CALUMET RIVER FLOOD CONTROL & RECREATION PROJECT

NEXT MEETING: Thursday, 27 June 2002, 10:00 am at LCRBDC office

IN ATTENDANCE TODAY:

LCRBDC

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

COE

Imad Samara
Chrystal Spokane

LAND ACQUISITION:

1. CORPS REAL ESTATE BRANCH NOW STAFFED AGAIN

The Corps Real Estate Branch is now fully staffed again with Chrystal Spokane, Realty Specialist, returned from Hawaii. Acquisitions Chief Erika Wilkins has been holding down the fort. Welcome back, Chrystal, and thanks, Erika.

2.) ACQUISITIONS UPDATE PRIORITIES::

Judy reported that the LCRBDC staff met on 4/28/02 and agreed that due to funding problems offers not yet made to landowners are on hold. Offers already made should be honored, however, a few problem acquisitions need to be mentioned.

a. East Reach: DC 59 – WIND Radio Station

We are waiting on the updated appraisal. If Corps approves the appraisal Lou will make a new offer based on the appraisal. Depending on WIND's response we will close or start condemnation.

b. East Reach Remediation – DC 813 WLTH Radio Station

Judy has been in contact with WLTH radio station owner Pluria Marshall. He reported that the AM radio tower on Martin Luther King Drive was off the air for two days after the heavy rains of 5/11 and 5/12. Mr. Marshall has requested a buy-out of his property (possible \$300,000) or a relocation of the radio tower on other LCRBDC lands (\$100,000). No offer made as yet.

c. Burr Betterment Levee – Sean Fahey from the state is coming for a meeting this afternoon with LCRBDC. He should be encouraged to understand our predicament with "no credit" for Burr properties. Burr on hold.

d. Stage VI-1 and Stage VI-2 (West Reach) – DC 1032 owner Todd Dust. His property will have a roadway easement in the middle, leaving him an uneconomic remnant. Jim will request that the Corps redraw the roadway to the side of the lot so Mr. Dust will still have the use of his property.

(ACTION: LCRBDC)

3.) STATUS OF APPRAISALS - DO WE HAVE A NEW REVIEWER YET?

a. Chrystal reported that a Chicago District appraisal reviewer is not available. Previous reviewer Chris Borton will review the \$5,000 in-house Informal Value Estimates and the full narrative before-and-after appraisals will be sent to the Chief Reviewer, Greg Dorward, in the Pittsburgh District. It's the best we can do at this time.

(ACTION: Chrystal/COE)

4.) MITIGATION - HOBART MARSH

a. Judy reported that she has contacted our first landowner in the Hobart Marsh area and requested permission to survey and appraise her land. Owner Mrs. Barbara Fadell refused. She has plans to use her 33 acres for her family. Judy will contact the next two landowners, Nozrik and Kim simultaneously.

(ACTION: Judy/LCRBDC)

b. Chrystal stated that the Corps will probably have no problems with LCRBDC using options-to-buy on Hobart Marsh acquisitions as a cost-savings measure. It is usually done on military installations, not civil projects. Land with options-to-buy, however, will not authorize a right-of entry. Lou will write a letter to Acquisitions Chief Erika Wilkins and she will respond with the Corps official position.

(ACTION: Erika/COE and Lou/LCRBDC)

c. Discussion was held about the Corps using the north 200 acres from Chase to Grant as supplemental hydric soil for IDEM's requirements for LCRBDC mitigation. Dan wants to speak with LEL about their lease-option on the land, however, Deputy District Engineer Ray Coughenhour's letter dated stated that the Corps legal department has looked at the LCRBDC and LEL contract and sees no problem with LCRBDC's withdrawal. Dan will still speak with LEL to ascertain their position.

(ACTION: Dan/LCRBDC)

5.) CREDITING STATUS

a. Sandy and Lorraine distributed crediting reports. Final numbers are:

\$13,238, 316 total to date

plus \$ 299,594 submitted/under review

\$ 665,182 submitted but returned for further documentation

\$ 21,843 additional submissions pending approval

\$ 1,667,200 credited under section 104

(ACTION: LCRBDC and COE)

b. LCRBDC has asked if Corps will allow credit for the acquisition of 200 acres on the south side of Chase to Grant originally scheduled for overburden material storage? Yes!

(ACTION: Lorraine/LCRBDC)

6.) INDEMNIFICATION FOR DAMAGES ON WEST REACH PROPERTIES

Several landowners in Stage VI have requested letters from Judy stating that damages to their pools, fences, dog runs, sheds, etc. will be covered by the Corps and LCRBDC insurance. LCRBDC had thought that the contractor would indemnify the landowners as per the contract specs. Imad reported that Stage VI has no contract specs as yet, however, there is boilerplate language in the bid that will suffice. Also, Chrystal will get the "permission to video," the "survey and exploration right-of-entry" for Judy to include in the Uniform Land Offers. The R/E will allow a videotaping of the interior of their homes before sheet piling begins. The R/E should be included in the Uniform Land Offer.

7.) PROBLEMS WITH THE 75 FOOT DRAINAGE EASEMENT

Lou reported that he's been in contact with John Dull, Lake County Attorney. Mr. Dull thinks the drainage easement belongs to the state, not the LCRBDC. Lou argued that the LCRBDC is the state. He sees a few more discussions to solve this problem.

(ACTION: Lou/LCRBDC)

ENGINEERING:

1.) STATUS OF FINAL DRAWINGS ON STAGE VI-2

Jim is concerned that the final Stage VI-2 drawings do not show the flowage easements. Imad will have them redrawn with permanent, temporary, and flowage easement as soon as possible.

(ACTION: Imad/COE)

2.) UTILITY RELOCATIONS

LCRBDC has agreed to adopt and modify to the flood project the same procedure INDOT uses for utility relocation. Jim will write a prototype letter and procedure. Corps attorney Don Valk will review it. LCRBDC can put agreements with utilities in place, but stop short at paying monies.

(ACTION: Jim/LCRBDC)

3.) NO MODIFICATION TO ALL KENNEDY INDUSTRIAL PARK PROPERTIES?

Corps has provided new drawings with modification for the hotels and Krosan in the Kennedy Industrial Park. Jim is concerned that the Corps did not review all the corporates to save costs for LCRBDC. Imad said the Corps had looked at the industrial park for cost-savings and the hotels and Krosan were the only ones feasible, however, he will make a second review of the industrial park and see if other modifications can be made.

(ACTION Imad/COE)

COE/LCRBDC ENGINEERING
COORDINATION REPORT
FOR MEETING ON THURSDAY, JUNE 6, 2002
(Information in this Report is from April 26, 2002 – May 29, 2002)

V.E. COST SAVINGS ITEMS

- A. An Engineering Committee meeting was held on November 13, 2001, to review a tentative list of cost savings issues for our project.
1. These included reviews of our rights and entitlements of our 75' drainage easement, re-channeling of the river to lessen impacts to property owners, hydrology changes near the state line due to Cady Marsh modifications and the Thornton Quarry, and re-consideration of our approach to Woodmar County Club.
 - LCRBDC sent a letter to the Hammond City Planner on February 25 along with a copy of all current real estate plans for the West Reach (in Hammond) asking them to incorporate this into their community comprehensive plan. (As of May 29th we have not received a response)
 2. We had a meeting with the Lake County Surveyors Office on April 11th to discuss and review the 75' drainage easement.
 - We sent a letter to the COE on April 16th explaining where the easement starts, as determined by the Surveyor, and requested that the COE would provide them a disk providing topographical information as well as property and easement boundaries.
 - The COE provided this disk to the County on April 25th which will provide them the necessary drawing data to do their overlays to show the location of the 75' easement relative to the property lines and structures.
 - We received a phone call on May 6th from the Lake County Surveyor's Office (including John Dull, County attorney) stating that the County no longer recognizes this as a legal drain.
 - Attorney Casale submitted a letter to the County on May 9th requesting Attorney Dull authorize the Surveyor's Office to proceed. 1-2
 - We received letters of response from Attorney Dull on May 13th and May 22nd re-stating their position in writing. 3-4

B. The V.E. issues, and their status, are as follows:

V.E. #1 – Stage VI Issues

1. Minimizing levee footprint

- We received a modified engineering drawing for the area around Krosan (no permanent easement overlying the building), and the modified real estate drawings for the Kennedy Industrial Park area on April 22nd.
- **Modified legal descriptions were completed for Krosan and the (3) hotels and presented to the LCRBDC appraiser on May 24, 2002.**
- **LCRBDC & COE to meet to discuss remaining Kennedy Industrial Park properties for cost savings modifications.**

2. KROSAN property

- We requested from KROSAN on January 28, 2002 their real estate requirements. To date, we have received no response as of April 26, 2002.
- Entitlements to rights on the 75' drainage easement are currently being determined by the LCRBDC attorney.
- **Refer to Page 1 for the current status of getting the County to establish the location of the 75' easement line relative to property lines and structures (Item A-2).**

C. V.E. #2 – Stage VIII Issues

1. (4) Homes west of Hohman Avenue

- Survey has been completed showing that only the furthest house east could be impacted by floodwaters during a 100 year event. (Refer to Land Acquisition Report)
- LCRBDC to coordinate with Munster regarding public safety & emergency response issues. (Ongoing)

2. Southmoor Estates levee

- COE to check geotech issues regarding slope stability and water tightness of existing embankment.(Ongoing)
- COE to investigate alternative construction methods to minimize impact to residents during installation (possibly working from river side) (Ongoing)

3. Type of Protection

- COE will pursue alternatives to levee alignment and design through in-house staff and SEH.(Ongoing)

D. V.E. #3 – Woodmar Country Club

1. Length of construction time

- The COE feels all construction could be completed in one season, and the LCRBDC concurs.
- After construction impact is evaluated by the COE, the appraisal will need to be redone. (Ongoing)

OUTSTANDING PROJECT ISSUES:

A. Responses to (5) Outstanding GSD Concerns

1. We received the COE response on February 7, 2002.
2. A meeting was held on May 2, 2002 at the LCRBDC office with GSD, WREP, Greeley & Hansen (GSD engineering consultant), and LCRBDC.
 - We reduced the original (14) issues of concern to (7) and will use this as our agenda for the June 6, 2002 meeting. 5-6
 - As part of the meeting, GSD requested we submit the (4) pump station agreements with GSD & NIPSCO to them for information. We did this on May 9th, 2002. 7
 - LCRBDC submitted GSD mapping of their storm and sanitary drawing in the Ironwood Subdivision to the COE on May 9, for their information to address one of the GSD concerns at our June 6th meeting. 8
3. A meeting will be held with the COE and the city of Gary on June 6th to do a final review of the remaining (7) items from our previous meeting of May 2nd.

B. Utility Relocation Coordination

1. We had a meeting on April 15th to discuss upcoming segments, how to obtain utility information, compensability tracking, and the LCRBDC money situation.
 - We received a sample letter from NIPSCO on April 17 that they received from INDOT. This letter will serve as a sample to obtain information from utilities as well as addressing compensability. Attorneys Casale & Valk concurred this letter will be good to use for utility coordination information.
 - LCRBDC will send this letter out & request that the utilities provide this information to the COE for cost evaluation, and engineering requirements.
 - LCRBDC will be pursuing a meeting with the city of Gary to see if they can participate in some of the costs for Betterment Levee II. (Ongoing)

C. V-2 Pipeline Elevations and Locations (On Hold due to financial priorities)

1. A letter was sent to the COE on March 6, 2002 responding to the COE letter of March 27.
 - This expressed utility (pipeline) company concerns with data provided by Stanley in the final engineering drawings regarding accuracy.
 - A note on those drawings indicated that "all elevations at the T-wall are not field located, but are estimated from the best available survey & plan data". It seemed to be a design issue.

2. We suggest that the COE take all of the information we have provided, coordinate what remains to obtain the field information needed for design, and complete this as part of the utility relocation responsibility in the contract with Stanley. This letter was sent to the COE on February 21, 2002.

D. Engineering Review of Plans and Specifications

1. Refer to letter dated February 28, 2002 for details.
2. All remaining engineering for this project has either been completed or is at least at the 50% level of review.
 - Some issues still need to be resolved as part of the final review process.

PROJECT CONCERNS (ONGOING)

A. Creditable Costs versus Project Cost

1. When the LCRBDC coordinates, and pays for, engineering or utility tasks, we pay 100% of the cost and get fully credited. If the COE, or their A/E perform the same task, it would be a project cost whereby the LCRBDC would only participate in 25% of the cost (18% credits and 7% cash).

B. Scheduling

1. We are in agreement that the LCA states the funding requirements regarding the non-Federal spending should match the Federal spending. Unfortunately, the IN State Budget did not provide adequate funds to do this, and continue to do so.
2. Stage VII and Stage VIII are way in advance. To again refer to our budgetary constraints, which the COE is aware of, we have agreed, and the COE agreed with us, that we would only complete real estate and utility coordination in the next upcoming construction segment. As each segment was completed, we would then move to the next segment west.
3. As this project moves westward, all of these previously engineered segments will need to be re-visited to confirm changes in existing real estate impacts and confirm that utilities (and how to re-locate these utilities) have not changed.

ATTORNEYS AT LAW

CASALE, WOODWARD & BULS, LLP

9223 BROADWAY-SUITE A • CAMBRIDGE COMMONS • MERRILLVILLE, IN 46410 • TELEPHONE: 219-736-9990 • FAX: 219-736-9991
1205 S. HALLECK STREET • DEMOTTE, IN 46310 • TELEPHONE: 219-987-7770
E-MAIL: thefirm@cwblawfirm.com

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

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

FINANCIAL COORDINATOR
JULIE MALKOWSKI

May 9, 2002

John Dull, Esq.
Lake County Attorney
2293 North Main Street
Crown Point, Indiana 46307

Re: Little Calumet River Basin Development Commission Right-of-Way

Dear John:

Jim Pokrajac of the Little Calumet River Basin Development Commission was recently involved in a telephone conference call which included you and members of the Lake County Surveyor's staff. He indicated that questions were raised regarding the necessity of involving the county surveyor in determining the exact location of this right-of-entry.

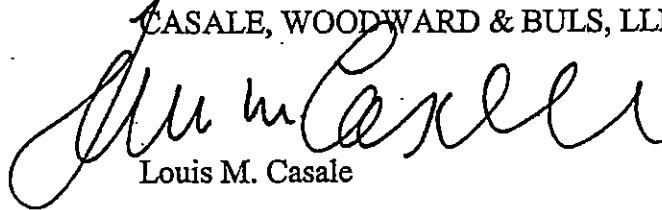
For purposes of explanation, I have enclosed IC 36-27-32 et. seq. and IC 14-13-2-29. Sometime in the early 1980's the Little Calumet River Basin Commission assisted the Lake County Drainage Board in going through the process of obtaining legal drain designation for the Little Calumet River to the Illinois state line. As I recall, Cliff Dugan, who was the drainage board attorney at the time, assisted me in the process. By virtue of the provisions of IC 14-13-2-29, the right-of-entry created by the legal drain status was conferred to the Little Calumet River Basin Development Commission. However, IC 36-9-27-33(a)(2) provides that the surveyor determines the boundaries of this easement. As a result, the assistance of the Lake County Surveyor's Office is essential in finalizing the limits of the drainage easement/right-of-way along the Little Calumet River. The appropriate designation of this easement/right-of-way will be needed for upcoming appraisals, acquisitions and legal actions anticipated in the West Reach of the Little Calumet River Project.

I hope this letter provides the information you need to authorize the surveyor's office to move forward in determining the boundaries of the Little Calumet River Legal Drain. Please contact me if you have any questions or if I can be of further assistance in this matter.

John Dull, Esq.
Lake County Attorney
May 9, 2002
Page 2

Very truly yours,

CASALE, WOODWARD & BULS, LLP

A handwritten signature in black ink, appearing to read "Louis M. Casale", written over the printed name.

Louis M. Casale

LMC/tgc

cc: George VanTil, Lake County Surveyor
Bill Tanke, LCRBDC
✓ Dan Gardner, LCRBDC
✓ Jim Pokrajac, LCRBDC



**OFFICE OF THE ATTORNEY
TO THE BOARD OF COMMISSIONERS**

John S. Dull

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
PH. 219-755-3058 • FAX 219-648-6138
EMAIL: jsdull@yahoo.com



May 13, 2002

Louis Casale
9223 Broadway
Merrillville, IN 46410

Re: Legal drain status Little Calumet River

Dear Louis:

As I understand the situation, the Little Calumet River is no longer a legal drain. Jurisdiction was transferred to the State of Indiana by the Drainage Board. This issue came up during the "big flood litigation" in Highland. I don't have the document. But, on the same day as the as-built drawings for the Drainage Board improvements in Highland were accepted by the Drainage Board, the State of Indiana accepted responsibility. I checked with Jim Meyer who was the chief counsel in that litigation. His recollection is the same as mine. I will send a copy to Cliff Duggan.

Sincerely,
ATTORNEY TO THE BOARD OF COMMISSIONERS

John S. Dull
JSD/str



**OFFICE OF THE ATTORNEY
TO THE BOARD OF COMMISSIONERS**

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
PH. 219/755-3058 • FAX 219/848-6138



This correspondence is from:

- ☐ John S. Dull
- ☐ Joseph S. Irak
- ☐ Mark A. Thiros
- ☐ Clarius L. Lay

May 22, 2002

Louis M. Casale
9223 Broadway, Suite A.
Merrillville, IN 46410

Re: Legal Drain Status, Little Calumet River

Dear Louis:

Attached is a copy of IC 36-9-27-25. The Little Calumet is in a flood control project approved by DNR and thus no longer has legal drain status. I checked with Clifford Duggan and he confirmed the analysis. He gave me the statute.

Sincerely,
ATTORNEY TO THE BOARD OF COMMISSIONERS

A handwritten signature in cursive script, reading "John S. Dull".

John S. Dull
JSD/str

GARY SANITARY DISTRICT
Gary, Indiana

MEETING AGENDA

Little Calumet River Flood Control Project

June 6, 2002
12 noon CDT, LCRBDC office, 6100 Southport Rd, Portage
(Lunch will be provided)

MEETING OBJECTIVE: To resolve outstanding issues and concerns regarding the Little Calumet River Indiana Local Flood Protection and Recreation Project

1. GSD has identified the need to install a radio telemetry system at each of the pumping stations. The USACOE has declined to fund the telemetry systems.
2. The capacity of the permitted outfalls at 32nd and Broadway and Louisiana Street will be impacted by increased water surface elevations in the Little Calumet River which GSD has recently been advised may be as much as twelve (12) inches. GSD has advised USACOE of their remediation expectations and provided a conceptual plan with project elements and costs to LCRBDC and USACOE. Please advise of the status of the potential involvement and funding capacity of LCRBDC and USACOE to mitigate the adverse impacts caused by the project.
3. Concerns relating to the Ironwood Circle Storm Water Pumping Station that still need to be addressed include:
 - Need to provide a suitable access road to the facility
 - Need to provide lockouts on disconnect switch.
 - Security fencing will be provided by the sponsor (LCRBDC).
 - Need to provide electrical equipment above the design flood elevations.
4. GSD requests copies of all correspondence to and from the USEPA and IDEM regarding Gary projects.
5. GSD requests documentation to confirm that soil and erosion control measures were practiced by Contractors during construction.
6. The following comments on the Flood Protection Project Operations and Maintenance Manual remain to be addressed:
 - The current manual is a draft and should be finalized to reflect the actual project as constructed when the project is complete. LCRBDC is responsible for updating and submitting the final O&M manual following the completion of the project.
 - The current manual appears to be internally inconsistent regarding the number of pump stations and the naming thereof.

- The current opinion of operation and maintenance costs appears to be missing items and specific pump station names (rather than generic designations) need to be included in the final tabulation. Costs for manning the pump stations during flood events should be included in light of the August 12, 1999 correspondence. For these reasons and due to the passage of time, LCRBDC is requested to provide a revised opinion of the operation and maintenance costs for the Gary reach of the system.
7. GSD is currently working on an upgrade of its 27th & Chase Street Pump Station and has discovered the following problem: Based on the USACOE Stage III Levee Record Drawings dated 7/27/92, the gate structure at the 27th & Chase Street outfall has an invert elevation of 590.9, which is 2.9 feet above the invert of the associated drainage ditch which it controls. Why is the invert of the structure higher than the ditch? The higher elevation of this gate structure prohibits effective drainage and causes standing water to be retained in the ditch on the landside of the levee. This ditch is also an NPDES permitted CSO outfall which increases the concerns caused by the standing water. Since the elevation of the gate invert installed as part of the project precludes the proper drainage that existed prior to LCRBDC modifications, this issue should be addressed by the LCRBDC and the USACOE.
 8. Other



Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

ROBERT MARSZALEK
Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 9, 2002

Mr. Don Smales
Greeley & Hansen
567 South Lake Street
Gary, Indiana 46403

Dear Don:

As per our coordination meeting on May 2nd, I am enclosing copies of the agreements for electric service with NIPSCO as signed by the Gary Sanitary District. These four (4) stations include the Ironwood Pump Station, the North Burr Street Pump Station, the Grant Street Pump Station, and the Broadway Pump Station. If you have any questions regarding these agreements, please call me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

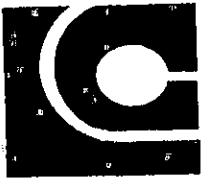
/sjm
encl.

cc: Jim Meyer (w/attach)
Paul Vogel (w/attach)

1. The first part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the Corporation. The names are listed in alphabetical order, and each name is followed by the position to which he or she has been appointed.

2. The second part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the Corporation. The names are listed in alphabetical order, and each name is followed by the position to which he or she has been appointed.

3. The third part of the document is a list of the names of the persons who have been appointed to the various positions of the Board of Directors of the Corporation. The names are listed in alphabetical order, and each name is followed by the position to which he or she has been appointed.



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Portage, Indiana 46368

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*Dept. of Natural Resources'
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EMERSON DELANEY
Governor's Appointment

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Governor's Appointment

DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
*Lake County Commissioners'
Appointment*

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 9, 2002

Ms. Sue Davis
U.S. Army Corps of Engineers
111 N. Canal Street
Chicago, Illinois 60606-7206

Dear Sue:

Enclosed you will find a copy of the Gary Sanitary District storm and sanitary sewer drawing for the Ironwood Sub-division. You may cross reference this to Item 3D on Page 2 of the agenda we have assembled for May 22nd.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm

encl.

cc: Imad Samara

YOUR COMMUNITY

VALPARAISO FINAL: An edition of The Times serving Valparaiso, Chesterton, Hebron, Kouts, LaCrosse and Wanatah

TMC WEDNESDAY, MAY 22, 2002

Group touches hearts of victim's families

BY ANNETTE ARNOLD
Community News Coordinator

For Lee Yanta, Dana Clark and Emerson Delaney, April 19, 2002, is as important to them as Sept. 11, 2001.

They, along with eight others, went to the Pentagon on that date and delivered checks totaling \$25,200 for the children who lost a parent in the 9-11 attacks.

Yanta is president of the Ladies Auxiliary of American Legion Post 94 in Valparaiso; Clark is president of American Legion Post 94; and Delaney is manager of Chesterton Family Express.

Shortly after the attacks in September, Family Express and the American Legion wanted to do something for the victims. They had heard of various funds going to the family members who were affected by the Twin Towers incident but didn't hear much about the families of the Pentagon victims. So they decided to do something to help them.

Canisters were placed in about 50 Family Expresses in the area and money was collected for about three months. Gus Olympidis, president and CEO of Family Express Corp., also did some fund-raisers on his own selling T-shirts and other items for the victims.

Collecting the money was not difficult for the group.

"We struggled for three months trying to figure out how to disperse the funds so they got to the families," Clark said. "Because it was the Pentagon, it was protected information."

But Clark and the others didn't give up. In fact, Clark's wife found some information in the Legion magazine which helped Clark get in touch with

the right people.

He got a list of names of those children under age 18 and found out 120 children were affected by the tragedy. They divided the money and \$210 went to each child.

The next question was how to get the money there. They could have just mailed the checks to the Pentagon and then the Pentagon would give them to the families. But instead the group decided to go to the Pentagon and make a personal presentation to representatives from the Pentagon. None of the victims' families were on hand.

"What we did was so special," Clark said. "When we were at the Pentagon listening to the liaison give an emotional speech it hit me just how spectacular what we had done was."

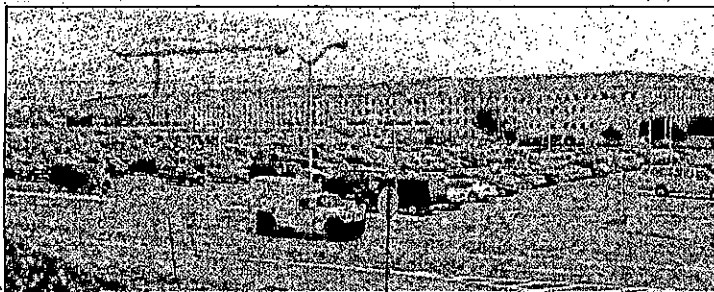
"We are so proud of the community and we felt so proud when we were there," said Yanta with tears in her eyes. "It was a very emotional trip for me." Delaney was touched closer to home with the whole ordeal because his brother is in the Marines and was at one time stationed near the Pentagon.

"We all bonded together and the whole experience hit me when we saw the construction at the Pentagon and then when we gave the presentation of the checks we were walking in the common area and there were pictures up of all the victims," Delaney said. "It just hit me how much we touched the hearts and souls of the recipients."

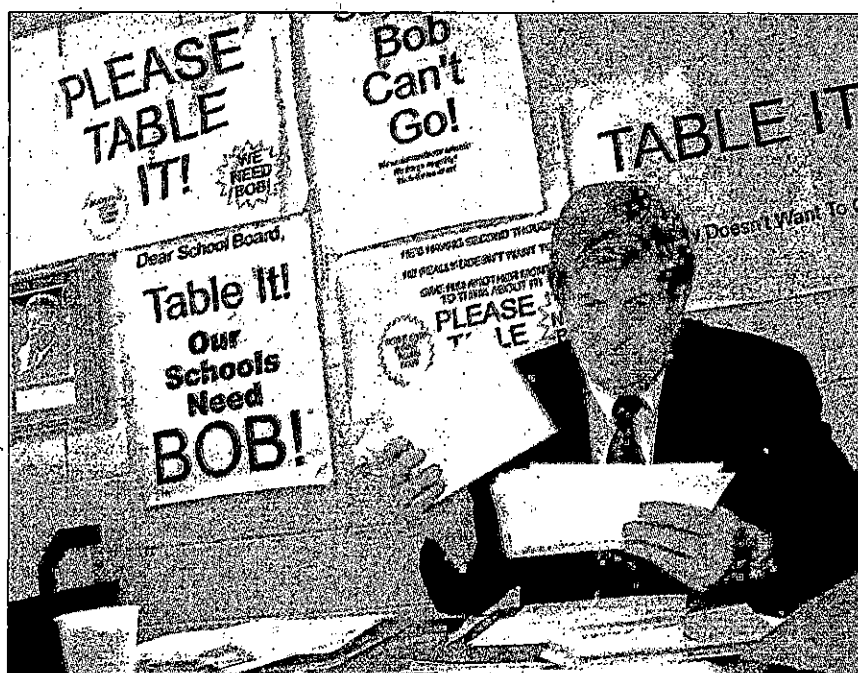
The group has already received two thank you notes from the families expressing their appreciation for what the people in the community did for them.



Posing in front of the Pentagon are Chip Yanta, front left, Lee Yanta, Don McGuire, Dana McGuire, Jack Baum, Marlene Baum, Deo Clark, Dana Clark, Debra Delaney and Emerson Delaney.



This is a photograph at the Pentagon taken in March of this year. In the background, construction is under way to fix the damage from the Sept. 11 crash.



STEPHANIE DOWELL/POST-TRIBUNE

Robert Marszalek, who will soon retire as assistant to the superintendent of River Forest Community School Corp., prepares his commencement speech for next week's graduation ceremonies.

Marszalek ending 40-year River Forest school career

Teachers, school board wanted him to continue in job

By Bob Burns

Post-Tribune correspondent

NEW CHICAGO — Robert Marszalek is having a hard time retiring as assistant to the River Forest Community Schools superintendent.

"It's like leaving family," he said.

Marszalek grew up in the community, attended its schools and has worked for the school corporation for his entire 40-year career.

The extended "family" apparently does not want to end the relationship either.

Marszalek displayed several paper posters that teachers held up at two board meetings, asking the board to not accept his resignation. Twice the board turned it down before finally approving it this month.

"What can you say about Bob?" questioned School Board President Rich Arnold. "We tried to get him to stay another couple of years. He did a great job, got a lot done and this is a better place because of it."

Marszalek grew up on what now is Lake Station's west end, near 35th Avenue and Oregon

"He did a great job, got a lot done and this is a better place because of it."

Rich Arnold,

River Forest School Board president

Street. His father, Walter, was chief of the volunteer Liverpool-Oregon Fire Department. His mother, Ethel, was a school custodian.

Marszalek attended Godair School, near the present Evans Elementary School, until it burned, then finished his first eight grades at classes held in the New Chicago Town Hall.

The school corporation, then using the name Hobart Township, did not have a high school so Marszalek attended and graduated from Hobart High School. He did well on the track team, which got him a scholarship at Indiana State University.

He started teaching in September 1962 in the Hobart Township (now River Forest)

schools and has been a teacher, coach, assistant principal, principal of both River Forest senior and junior high, assistant to the superintendent and, for two years, acting superintendent.

Among his fondest memories, Marszalek said, are teaching and coaching more than a thousand students "and watching them go on to successful careers."

Marszalek first became assistant to the superintendent about 10 years ago when Gerald McCullum was superintendent.

"For five or six years," McCullum said this week, "we worked together very well and he was a great help. We would put our heads together each morning, decided what each was going to do and went on our way. It took a lot of the load off of me."

Marszalek played a major role in getting grants for the River Forest schools, including a \$900,000 grant for a high school addition and a \$500,000 technical grant, the first for an Indiana school.

His plans include building a log cabin on 10 acres of lakeside land he and his wife, Nancy, own in Michigan's Upper Peninsula.

LAND MANAGEMENT REPORT
For meeting on Thursday, June 6, 2002
(Information in this report is from April 26, 2002 – May 29, 2002)

NON-PROJECT LAND MANAGEMENT

A. Handicapped-Accessible Park

1. The remaining segment of Charles Agnew Park will be a topic of discussion at the next Land Acquisition Committee meeting.

B. Gleason Park-Driving Range

1. A meeting was held with Gary Parks and Recreation on June 19th, 2001, to review and discuss scheduling, funding, and scope of work for a driving range North of 30th Ave., West of Broadway.
 - We have received no correspondence about this issue from Gary Parks & Recreation.
 - Construction started on April 15, 2002 for the area east of the parking lot and north of 30th Avenue. **(Currently approx. 50% complete as of May 29th, 2002 – no contact from Gary at this point in time.)**

PROJECT RELATED LAND MANAGEMENT

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

1. It is anticipated to start accepting levee segments (after inspections are completed and found acceptable) as early as July, 2002.
2. The LCRBDC agreed that we would initially inspect and accept the projects on an individual basis to relieve the contractor of his obligations. However, we will require a procedure to mutually sign off with the COE to accept O & M responsibility. (COE currently working on this procedure.)
 - We sent out requests on February 5th, 2002, to all project communities to update and fill out information requests for flood response plans and points of contact. This will be incorporated into the O&M manuals.
 - **We have received responses from Gary, Munster, and Highland and submitted this information to the COE. We are still awaiting response from Hammond.**
3. 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.
 - We are currently gathering information for costs and who might accept responsibility for each task.

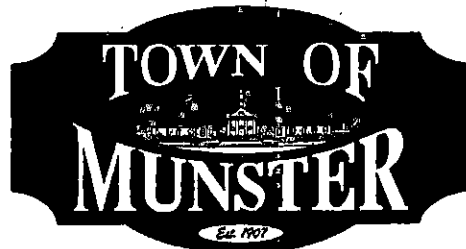
B. Emergency Management/River Monitoring

1. It is our understanding that the GSD is currently monitoring river levels as part of the emergency response participation plan.
2. LCRBDC has reviewed COE mapping which shows locations of road closings, sandbagging, and emergency response locations. A plan to coordinate each community flood event response is currently being formulated with information received from the COE in the final O&M Manual.

3. We received a script for closure structure video from Gene Kellar on January 9, 2002 to review and edit.
 - A meeting was held with Kellar and the COE field personnel on April 12th, 2002. We reviewed the script, edited it accordingly, and are working on an introduction.
 - We anticipate a copy for review and comments no later than **June 14th, 2002.**
- C. **We received the current emergency response plan from the Town of Munster on May 7th, 2002, and submitted it the same day to the COE to incorporate into their O&M.** 1-2
- D. Portions of west reach pump stations in Hammond and Highland are being turned over to their respective communities. Representatives of the Hammond and Highland Sanitary Districts are inspecting with the COE and Contractor and signing off as owner.
 1. Currently working with Highland (John Bach/Mike Griffin) to put together an agreement whereby the community/LCRBDC/COE can mutually sign off for construction acceptance, but the community assumes O&M responsibility. (Ongoing)
 - Submitted to Attorney Casale on October 5, 2001 (**Ongoing**)
 2. **We received "as built" drawings for pump station 1B on May 29th, 2002. Still awaiting interlocal agreement for turnover.**

General Items:

1. A letter was sent to the COE on April 8 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 growth of our native grasses and landscaping. (**Still awaiting response as of May 24th, 2002.**)
2. We received a request from Ken Finke on March 18, 2002 requesting we allow him access to our property to continue efforts to expand on his wood duck, mallard & Canadian goose nesting.
 - **We had a meeting with Finke and several commissioners on May 2nd, 2002, to discuss and review his access on our lands. The motion was made, and approved, at our monthly meeting that evening.**
3. **Burr St. - Phase II** - We have requested the state to approve crediting for three vacant deteriorating homesites in the Burr St. area to be demolished. Sean Fahey, Deb Lawrence replacement, said in a meeting with LCRBDC on May 23rd, 2002, that the state will not approve the crediting for demolitions.
4. We entered into an agreement with Pete Zak (South Shore Marina) on May 20th, 2002, to secure (2) obscure roadways off with road barriers at 30th and Wright St. for \$1,313.00. 3
5. We entered into an agreement with Area Plumbing and Sewer on May 15th, 2002, to do site work on the David Taborski property in the amount not to exceed \$3,582.00. 4-5
6. A memo was sent to Attorney Casale on May 28th, 2002, enclosing a modified list of current leases showing LCRBDC annual income. We also requested review of several existing leases. 6-7
7. We have received a petition from 10 landowners between Colfax and Calhoun requesting action on the ditch easement on their property. As of this date, we are planning a response letter to the landowners and a follow-up letter to an original letter dated April 26th, 2002, to the Corps. 8-14



At Your Service

May 7, 2002

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

Dear Mr. Pokrajac:

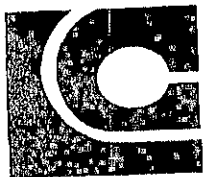
Attached are two copies of the updated Emergency Response Plan Development you requested for the Town of Munster.

If you have any questions, you can contact me at (219) 836-6970.

Sincerely,

James J. Knesek
Director of Operations





Little Calumet River Basin Development Commission

6100 Southport Road
Portage, Indiana 46368

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

WILLIAM TANKE, Chairman
Porter County Commissioners' Appointment

ROBERT HUFFMAN, Vice Chairman
Governor's Appointment

CURTIS VOSTI, Treasurer
Governor's Appointment

JOHN MROCZKOWSKI, Secretary
Governor's Appointment

GEORGE CARLSON
Mayor of Hammond's Appointment

ARLENE COLVIN
Mayor of Gary's Appointment

STEVE DAVIS
Dept. of Natural Resources' Appointment

EMERSON DELANEY
Governor's Appointment

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DR. MARK RESHKIN
Governor's Appointment

MARION WILLIAMS
Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 13, 2002

Ms. Leslie Bush
U.S. Army Corps of Engineers
111 N. Canal Street
Chicago, Illinois 60606-7206

Dear Leslie:

Enclosed for your information is a copy of the emergency response plan from the town of Munster which we received on May 13, 2002. Included in this information are the current points of contact as of this date that you may incorporate into the O&M.

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

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm
encl.
cc: Imad Samara



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Executive Director

LOUIS CASALE
Attorney

Mr. Pete Zak
SOUTH SHORE MARINA, INC.
1700 Marine Street
Portage, Indiana 46368

Dear Pete:

Enclosed please find 3 copies of the agreement between South Shore Marina and the Development Commission for services to secure an area at 30th and Wright Streets in Gary, Indiana. This work will be done for a cost not to exceed \$1,313 as per your proposal.

Please sign all 3 copies and return two of them to this office. Please consider this your notice to proceed. If you have any questions, please call me at the above number.

Sincerely,

James E. Pokrajac, Agent
Engineering/Land Management

/sjm
encl.



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DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

May 20, 2002

Mr. Scott Wild
AREA PLUMBING & SEWER COMPANY
7219 White Oak Avenue
Hammond, Indiana 46324

Dear Scott:

Enclosed please find three (3) copies of the agreement between yourself and the Development Commission for site work on the David Taborski property in Gary, Indiana. As per this agreement, the total cost shall not exceed \$3,582. If you are agreeable to the terms therein, please sign all 3 copies, keeping one copy for your files and returning two copies to this office. I have enclosed a self addressed stamped envelope for your convenience.

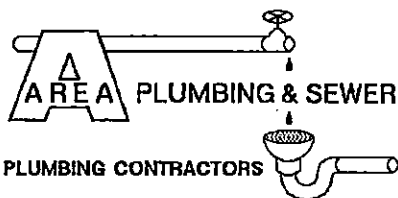
Once we have received proof of insurance, naming the Commission as co-insured, you may consider this letter as your notice to proceed. If you have any questions, please call me at the above number.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm

[illegible]



Area Plumbing & Sewer Co., Inc
 7219 White Oak Avenue
 Hammond, IN 46324
 Phone: (219) 845-1411 Fax: (219) 845-1848

Proposal

Proposal Date:	Proposal Number:
5/15/2002	

Proposal Submitted To: River Basin Commission 6100 Southport Rd. Portage, IN 46368	Job Address:	29th & Calhoun
	City:	Gary
	Phone Number:	
	Terms:	
	Rep:	SAW

We hereby propose the following:

Excavate and remove from site approximately 55 cu. yards of material as per conversations with Mr. Taborski.

Haul in black dirt to proper elevation.

Rough and finish grade to customer satisfaction.

1) Mobilization and demobilization	\$300.00
2) Excavation of asphalt and stone in abandoned driveway	\$1,200.00
3) Removal and disposal of spoils	\$180.00
4) Black dirt	\$702.00
5) Rough and final grading	\$1,200.00
TOTAL	\$3,582.00

Proposed Amount:	\$3,582.00
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Authorizing Company Signature: _____

Scott Wild

This proposal may be withdrawn if it is not accepted in 30 days.

I/we find the above prices, specifications, and conditions satisfactory and hereby accept them. You are authorized to do the work as specified.

TERMS OF SALE: A monthly service charge of 1-1/2% will be added to accounts past due.

PAYMENT: I/we agree to make payment as specified by this contract. I/we agree to pay a reasonable cost of collection and any attorney fees and court costs for said collection. I/we understand all terms and provisions of this contract and agree to abide by them.

Accepted By: _____

Date of Acceptance: ____/____/____

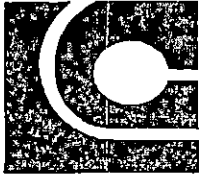
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DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

TO: Lou Casale, Attorney-at-Law
FROM: Jim Pokrajac
SUBJECT: Current Leases
DATE: May 28, 2002

Enclosed is a list of our modified current leases for 2002 showing all of the Little Cal income from leases. We eliminated the Village Shopping Center from this list because we cannot, at this point in time, include as part of our income without knowing whether or not we can reinstitute the original agreement we had for \$200 per month. We also eliminated the 2 potential leases for new billboards in the I-80/94 and I-65 area due to zoning conflicts with the city of Gary. This modified list totals \$56,900 annually.

As we had previously discussed, but did not come to a resolution with our Commissioners, I would like to discuss with you the possibility of increasing both the Chase Street Farm Stand lease (which has been in place since June, 1997), and the Berkheimer lease (which has been in place since December, 1991). Neither of these leases have any escalation clause now and we would suggest modifying both leases to include an escalation clause, as well as to increase the current lease rates. The other leases we have appear to have either an escalating clause or are fixed by fair market values.

Will you please give me a call to discuss this matter.

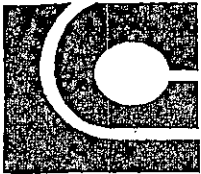
/sjm
encl.

cc: Arlene Colvin
Curt Vosti

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CURRENT LEASES – 2002

<u>Leasee</u>	<u>Lease Agreement</u>	<u>Yearly Income</u>	<u>Comments</u>
Ed & Tim Bult	\$6,500 per year	\$ 6, 500	Chase to Grant (Both sides of 35 th Avenue) Amount varies with acres farmed Only interested farmers
Chase Street Farm Stand	\$1,700 per month	\$20,400	Current agreement since June 18, 1997 (No escalation clause)
Chicago Towers (Includes Ameritech)	\$1,400 per month	\$16,800	Current lease since July 5, 2000 – July 5, 2005 (Increase every 5 years based on Metro Chicago Consumer Price Index)
Berkheimer	\$2,400 per year	\$ 2,400	Current lease since December 24, 1991 for \$200/month No escalation clause Parking on 2.05 acres east of their building
Mike & Melinda Adams	\$300 per month	\$ 3,600	Current lease since May 3, 2000 (No escalation clause)
3 LAMAR signs			
Sign #1050	\$600 per year	\$ 600	West side of Grant – ½ mile south of I-80/94
Sign #3475	\$3,300 per year	\$ 3,300	West of Grant – South of I-80/94
Sign #3480	\$3,300 per year	\$ 3,300	West of Grant – South of I-80/94
<u>TOTAL YEAR LEASE INCOME</u>		<u>\$56,900</u>	



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DAN GARDNER
Executive Director

LOUIS CASALE
Attorney

26 April 2002

Ms. Erika L. Wilkins, Chief, Real Estate
Army Corps of Engineers Real Estate
111 North Canal Street
Chicago, IL 60606

*map is
attached
gw.
4/26/02*

Dear Erika,

RE: Decision to purchase an isolated strip of land in Stage IV-1 North.

For the last three months we've discussed at real estate meetings a problem the LCRBDC is having with a ditch easement on landowners DC 448, DC 451, DC 450, and DC 455 property in Stage IV-1 North. I ask you to refer to the attached map as the story is explained.

The LCRBDC obtained a permanent ditch easement (yellow) and temporary work area easement (pink) from the landowners (red houses). The ditch is approximately 57 feet wide and 5 feet deep, is completely constructed, and does have standing water in the bottom. The landowners own the strip of land between the ditch and railroad (white), yet can't get to the isolated strip to cut their grass. They must travel parallel to the strip to either Colfax Street on the west or Calhoun Street on the east to gain access.

The LCRBDC has no right-of-entry to the isolated strip of land in order to cut the grass on our regular summer mowing schedule. To add the land strip to our grass-cutting schedule the LCRBDC would need to purchase the isolated strip in fee or impose an easement on it (numbers 1 through 10 in circles).

Would you please review the map and give me your response to the following:

- 1.) If we acquire an easement or a fee purchase of the property would the Corps allow us credit toward the project for the isolated strip?
- 2.) If you agree that the strip is considered an uneconomic remnant and the LCRBDC should purchase the strip in easement or fee, could the LCRBDC condemn a landowner who refused to sell?

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Ms. Erika Wilkins


26 April 2002

page 2

If your response is positive I will prepare Informal Value Estimates (the maximum is now \$ 5,000) for Corps appraisal review, then send the offers to all the landowners. If you have any other suggestions to solve this problem, please inform me. I welcome your input.

Please accept my thanks for your cooperation and you me call if you have questions.

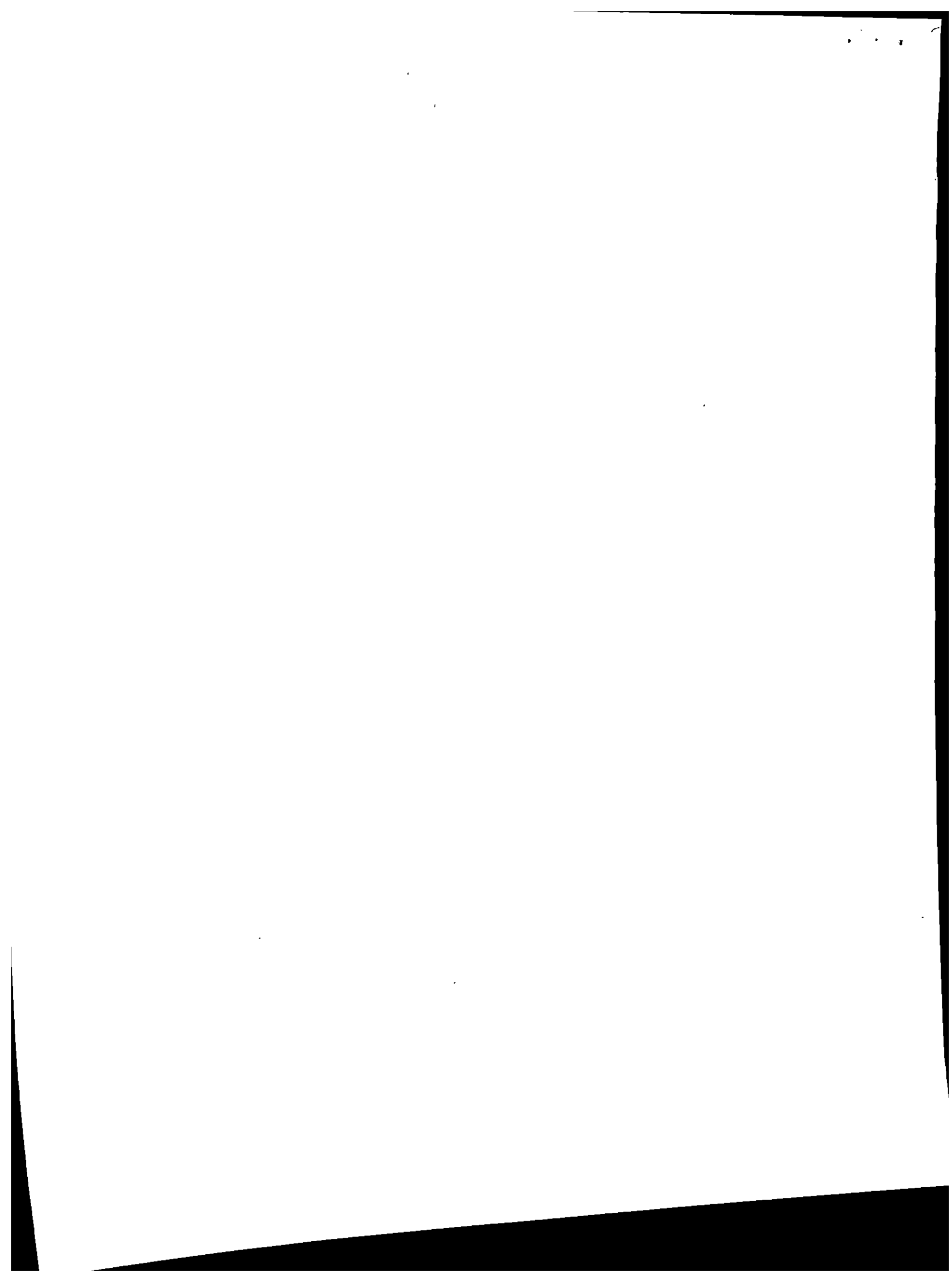
Respectfully,

A handwritten signature in cursive script that reads "Judy Vamos".

Judith (Judy) Vamos
Land Acquisition Agent

Attachment

9



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

May 10, 2002

*Received
5/23/02
Jm.*

To whom it may concern:

We would like to point out the following problems associated with the construction of the ditch at the south end of our properties;

- 1) South 15 foot temporary work area;
Contractor removed all topsoil and replaced it with soil composed mostly of sand, leaving work area 24-30 inches lower than it was prior to removal of topsoil. Also when removing topsoil, contractor destroyed southernmost property markers.
- 2) North 12 foot temporary work area.
Again, contractor removed topsoil this time replacing it with topsoil containing pieces of asphalt, concrete, stone and other debris.
- 3) Depth of ditch;
When Judy Vamos, Land Acquisition Agent, met with us she indicated the ditch would be 4 foot deep, in reality the ditch is 15 to 16 foot deep. Since a ditch this deep constantly holds water, we never have access to the south 15 feet of our properties. We are unable to mow the south end of our properties. In addition the banks are so steep it presents a problem in mowing them.
- 4) Weed content;
When contractor brought in replacement soil it was contaminated with a large variety of weeds. These need to be eliminated.
- 5) Bank erosion;
The bottom 4 to 6 feet of each bank is constantly wet. This is causing both sides of the ditch to collapse into ditch.

Please advise us of what action the Little Calumet River Basin Development Commission intends to take to resolve these problems and the time frame for this action. We would also like a contact name and phone number for any additional comments we might have regarding this matter.

Thank You
(Property Owners)
Names and signatures enclosed

cc: Frank O'Bannon, Governor State of Indiana
Scott King, Mayor, City of Gary
Editor, Post-Tribune
Editor, The Hammond Times

Robert S. Childress
5967 W. 30th Ave.
Gary In 46406

Robert S. Childress

Rodney Fields
5969 W. 30th Ave.
Gary, In 46406

Rodney Fields

George Muzek
5971 W. 30th Ave.
Gary, In 46406

George Muzek

Dorothy Lee
5997 W. 30th Ave.
Gary, In 46406

Dorothy Lee

Rema Vezey
6021 W. 30th Ave.
Gary, In 46406

Rema L. Vezey

Kenneth Ball
6033 W. 30th Ave.
Gary, In 46406

Kenneth Ball

John Hendricks
6040 W. 30th Ave.
Gary, In 46406

John Hendricks

David Taborski
3036 Calhoun St.
Gary, In 46406

Dave Taborski

Jean Camp
6103 W. 29th Place
Gary In 46406

Jean Mc Camp

Glen E.
Lake Stotts
2945 Colfax St.
Gary, In 46406

Glen E. Stotts