



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 VOST Treasurer Governor's Appointment

JOHN MROSZKOWSKI, 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

<u>MEETING NOTICE</u>

THERE WILL BE A MEETING OF THE
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION
AT 6:00 P.M. THURSDAY, SEPTEMBER 5, 2002
AT THE COMMISSION OFFICE
6100 SOUTHPORT ROAD
PORTAGE, IN

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WORK STUDY SESSION - 5:00 P.M.

AGENDA

- Call to Order by Chairman William Tanke
- 2. Pledge of Allegiance
- 3. Recognition of Visitors and Guests
- 4. Approval of Minutes of August 1, 2002

5. Chairman's Report

- 6. Executive Director's Report Status on Development Commission Priority Commitments:
 - Spending Priorities status
 - Mitigation "good faith effort" offers
 - Gary commitment to cost participation complete Burr Street
 - Crediting update
 - West Reach Communities outreach for support
 - West Reach permit filing

7. Old Business

Report on property liability insurance update

 Report on update of Village Shopping Center, Chase St. Farm Stand & Berkheimer leases

Tour for formation

Cook the company to the form

8. Standing Committees

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

- Appraisals, offers, acquisitions, recommended actions
- COE Real Estate meeting held 8/15
- Deviation from Federal acquisition policy to take bike trails in fee
- Other Issues

Land Management

- Approval of 3 contracts:
 - (1) C&H Mowing for \$3,500 for a second mowing in the fall
 - (2) Congress Enterprises for \$650 for clean-up of debris on Commission property
 - (3) Pete Zak for \$150 for posting signs on Commission property
- Other Issues

B. Project Engineering Committee - Bob Huffman, Chairman

- Meeting held 9/5 to review local concerns for 5th Avenue Pump Station in Highland
- INDOT/Tri-State drainage issue received plans & specs from INDOT
- COE confirmed that all future contracts will follow the simplified format for minority participation reports
- FEMA meeting held 8/23 to discuss FEMA floodplain re-mapping
- Other Issues

C. Legislative Committee - George Carlson, Chairman

- Strategy for 2003-04 State Legislative session Budget request preparation/adoption > Committee meeting held 9/4
- Other Issues

D. Recreational Development Committee - Emerson Delaney, Chairman

- Submitted a plan to the COE for a ramp to tie VI-2 levee into Highland trail system
- Letter sent to North Township requesting written confirmation that we can tie our trail into the existing Wicker Park trail
- Other Issues

E. Marina Development Committee – Bill Tanke, Chairman SHORT MARINA COMMITTEE MEETING TO BE HELD IN-BETWEEN WORK

STUDY SESSION AND BOARD MEETING

- · Marina claim approval for marina bond payment
- Follow-up meeting with Bank One to be scheduled soon
- Other issues

F. Finance Committee - Curt Vosti, Chairman

- Financial status report
- Approval of claims for August 2002
- Audit Report for years 1998 1999 2000 2001 received
- Other Issues

G. Environmental Committee - Mark Reshkin, Chairman

- Report on committee meetings held August 14th and on August 30th
- Other Issues

H. Policy Committee - George Carlson, Chairman

Issues

I. Public Relations Committee - Bob Marszalek, Chairman

- Priority Support of Commission budget request
- Other Issues
- 9. Other Issues
- 10. New Business
- 11. Statements to the Board from the Floor
- 12. Set date for next meeting

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9-10 11

MINUTES OF THE LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION HELD AT 6:00 P.M. THURSDAY, AUGUST 1, 2002 6100 SOUTHPORT ROAD PORTAGE, INDIANA

Chairman William Tanke called the meeting to order at 6:20 p.m. Nine (9) commissioners were present. Pledge of Allegiance was recited. Quorum was declared and guests were recognized.

Development Commissioners:

William Tanke
Robert Huffman
Curt Vosti
George Carlson
Steve Davis
Emerson Delaney
Robert Marszalek
Mark Reshkin
Marion Williams

Visitors:

Jim Flora – R.W.Armstrong Company Sandy O'Brien - Hobart Don Ewoldt – Lake Erie Land Company Sean Fahey - IDNR C. M. Bartholomew – Post Tribune James Hensbrook (?) – The Times

Staff:

Dan Gardner Sandy Mordus Lou Casale Jim Pokrajac Judy Vamos

The minutes of the July 9th meeting were approved by a motion from Mark Reshkin; motion seconded by Bob Huffman; motion passed unanimously.

<u>Chairman's Report</u> – Chairman Bill Tanke referred to the meeting on July 30th held in the office with Sean Fahey, Jeff Viohl and Beth Compton, all representing the Governor's Office, They reviewed the project status and toured some of the project area. Commissioners Tanke and Vosti, as well as Dan Gardner, met with them. Chairman Tanke thought the meeting went very well and welcomed their interest and ability to help us.

Executive Director's Report - Executive Director Dan Gardner referred to the article in the newspaper regarding status of project completion for the Burr Street Phase 2 levee. In order to get Gary out of the floodplain and in order to get the west reach permit, the Burr Street levee must be completed. He referred to the meeting with Mayor King held on July 19th in which the Mayor committed to helping out with funding for the levee completion. The Mayor had previously talked to Congressman Visclosky, who supports the need to obtain local funding to complete Gary. Mr. Gardner referred to the map showing how the floodplain area currently exists. Once the levee is completed, it will allow future development in areas that are now undevelopable and in the floodplain. Unless this section of levee is completed, Gary will not come out of the floodplain and we will not be able to obtain a permit for the remaining portions of construction in Hammond, Highland, and Munster. The Mayor identified 2 sources of possible funding - one being from empowerment zone money and the other coming out of the city's budget. Since that meeting, it has been determined that empowerment zone money cannot be used because Burr Street is not in the zone. The Mayor indicated he would pursue funding in the city's budget for next year. There is about a \pm \$2.3 million shortage to complete the total projected project cost. With the City contributing money for the levee, it will show that they are participating on a local level. Curt Vosti stated that it was a positive step toward equality for the west reach communities. The State is looking for local contributions and it is not very fair if only the west reach communities are asked to donate, while Gary does not. Mark Reshkin stated that as the areas come out of the floodplain and can develop, it will increase the tax base also.

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Marion Williams asked how this affected the master plan along Grant Street. Mr. Gardner replied that it is the INDOT project that will take place along Grant Street. With their project and our project, the area will be able to upgrade development.

• Mr. Gardner stated that mitigation is the second major issue that has to be addressed before a west reach permit is granted. He reported that the Federal award of the in-project lands for mitigation should be before September 30.

• We are pursuing the Hobart Marsh mitigation lands. Several appraisals are ongoing now. Offers will be made through the IDNR process. Mr. Gardner talked to Trust for Public Land and they will be sending us some information and plans will be made for them to meet with the Environmental Committee to see if they can assist in the process.

<u>Old Business</u> – Attorney Lou Casale talked about the property liability insurance. Since 9-11, insurance companies have really tightened up their companies and are not underwriting policies for large amounts. He is pursing, and will continue to pursue, with our insurance agent to see if there are any companies who are willing. Mr. Casale is having the same problem with the Directors and Officers liability policy. He will continue to keep looking. He stated that some governmental agencies are not able to acquire any insurance at all. He suggested that we may want to put together a spec package and advertise next year. He will discuss it with the Finance Committee.

• Mr. Gardner referred to the letter from Jay DuMontelle from Federal Highway. Mr. DuMontelle had stated that he needed about 3 weeks to pursue identifying other projects (with documentation) that were able to use federal credit. Mr. Gardner has not heard back from him and will call him to pursue. He still thinks it is feasible and worth pursuing.

<u>Land Acquisition/Land Management Committee</u> – In Committee Chairman Arlene Colvin's absence, Mr. Marszalek gave the report. He made a motion to condemn DC1032 and 1041 for a temporary work area easement; motion seconded by Curt Vosti; motion passed unanimously.

• Mr. Marszalek reported that 2 quotes were received for mowing from Burr Street to MLK. Mr. Marszalek proceeded to make a motion approving C&H Mowing in the amount of \$6,000 to do the project; motion seconded by Curt Vosti; motion passed unanimously. Staff will pursue getting a reduced rate to do a late fall mowing this year and to pursue 2 mowings for next year at a possible lower rate.

• Mr. Marszalek made a motion to declare about 6.5 acres around Berkheimer as surplus property and order an appraisal to determine its value; motion seconded by Curt Vosti; motion passed unanimously. Attorney Casale informed the Board what the process was to declare it as surplus. Discussion ensued on the remaining land in that area but Mr. Gardner suggested we presently concentrate on just the approximate 6.5 acres that Berkheimer is interested in.

• Mr. Marszalek made a motion to approve signing of a resolution to enter into the agreement for the 2 pump stations in Highland; motion seconded by Bob Huffman; motion passed unanimously. With Highland maintaining the pump stations now, it will save the Commission about \$25,000 in O&M costs annually for each pump station.

• Staff will investigate to see if the City would allow the Village Shopping Center to tie into their lines or if they have any records of the Village Shopping Center tying into city lines in that area.

<u>Project Engineering Committee</u> — Committee Chairman Bob Huffman gave the engineering report. He reported that INDOT responded to our letter regarding the installation of a pump station in the Tri-State area to address the additional increased water that is expected. INDOT has indicated that they do not want to wait 3-4 months and push the project back. This is an INDOT project and not the Commission's so it is their decision. Sean Fahey offered to pursue with INDOT getting a copy of the plans and specs for the area and submitting it to the LCRBDC and COE for review.

- Mr. Huffman reported that contracts were currently out for bids on the Stage III remediation and in-project mitigation. Both contracts should be awarded by the end of September.
- Mr. Huffman stated that the business process tracking plan is still an ongoing issue. Changes are being made by the Commission and the COE to reach a mutually satisfactory document.

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LCRBDC Minutes August 1, 2002 Page 3

• We anticipated final real estate for Stage VI-2 from the COE by August 25th and, at that point, we will have one final opportunity for comments on the engineering for the area Liable to Cline, south of the river.

Legislative Committee — Committee Chairman George Carlson gave the legislative report. He cited six areas to target as a legislative program sequence. They were (1) request Mayor King to cost participate in the Burr Street Phase 2 levee project, (2) work with the COE, the Congressman's Office, the Governor's Office to develop a State budget request, (3) meet with key area State legislators, (4) seek the support to get into the Governor's budget, (5) meet with the west reach communities to gain their support and begin lobbying and (6) go to the local papers/editorial boards for support. Mr. Carlson stated that he will be having a Legislative committee meeting before the next Board meeting.

<u>Recreation Committee</u> – Committee Chairman Emerson Delaney took the opportunity with the news media attending the meeting to mention how wonderful our recreational trails were and that they should go see them. There is no new construction at this time. He stated that on July 11, Jim Pokrajac drove all the levees to determine if any areas needed any maintenance. There were a few minor items (settlement gauges sticking up in the trail, overgrown weeds, weeds growing through existing trail system) which were addressed in a letter to the Griffith COE office.

<u>Marina Committee</u> – Committee Chairman Bill Tanke reported that he, Director Dan Gardner and Attorney Lou Casale, along with the Portage Port Authority, met with Bank One on July 10th to discuss our ability of pursuing revenue bonding to build out the Portage Public Marina. Bank One seemed receptive and asked the Port Authority for some additional figures/paperwork. A follow-up tentative meeting was set for the next Tuesday.

Finance Committee — Committee Chairman Curt Vosti referred to the financial statement and proceeded to make a motion approving the claim sheet for July with total claims being \$60,604.45; motion seconded by Bob Huffman; motion passed unanimously. Mr. Vosti inquired about the claim for Area Plumbing for \$3,742 and Jim Pokrajac replied that this was for work in removing Taborski's old concrete slab/driveway as we had said we would do as part of the agreement when he signed our easements and that the COE agreed this would be creditable.

• Chairman Tanke asked that the insurance item be referred to Finance Committee.

<u>Environmental Committee</u> – Committee Chairman Mark Reshkin stated that he will be scheduling a committee meeting, whether it is scheduled here or in Indianapolis, it needs to happen soon. Members will be notified as soon as it is scheduled.

<u>Policy Committee</u> — Committee Chairman George Carlson stated that at the last meeting, the Commission voted to send 2 people to the NAFSMA conference. That could either include themselves or a designated person. Mr. Carlson is now wondering whether that was in compliance with the bylaws. He referred to Item #3 in the bylaws, under Authorization to Travel, which refers to travel "as determined". He thinks that is too broad and it needs to be reviewed. He does not think it is a good idea for the Executive Director to have to choose a commissioner if he decides he is not going. Mr. Carlson thinks it should be a Commission decision only — not that of staff. Curt Vosti stated that this should have been said at the last meeting but since it was not, it should be decided under this committee since you would be changing the wording in the bylaws. Mark Reshkin made a motion to address this in committee; motion seconded by Emerson Delaney; motion passed unanimously.

<u>Public Relations Committee</u> – Committee Chairman Bob Marszalek thanked Judy Vamos for all her help. He referred to the news article in the Post Tribune and thanked the two reporters for coming to the meeting tonight.

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<u>Other Issues</u> – George Carlson inquired about the possibility of purchasing a microphone system. He has a hard time hearing everything that is said in the meeting and thinks a microphone system would help. Mr. Gardner said that NIRPC had purchased a system not too long ago and we will look into it to see if it suit our needs. This item was referred to the Finance Committee for future discussion.

<u>Statements to the Board</u> – Bill Petrites, from Highland, expressed his concern about INDOT's unwillingness to delay their project to allow for an upgrade to a pump station. He inquired if the Commission has found out anything regarding whether INDOT would have to obtain an IDNR permit. Sean Fahey offered to look into it. The letter from INDOT was shared with Mr. Petrites.

There being no further business, the next meeting was scheduled for Thursday, September 5, 2002.

/sjm



VALPARAISO INSURANCE PROFESSIONALS

0	Pacsimile transmittal sheet
TO: Louis CaSale	FROM John Green
(219)736-9991	DATE: August 19, 2002
CaSale, Woodward, & Br	total no. of pages including cover-
PHONE NUMBER:	Sender's reperence number:
RE: Little Calumet River Basi	YOUR REFERENCE NUMBER: n Dev. Comm.
□urgent □ for review	□ PLEASE COMMENT □ PLEASE REFLY □ PLEASE RECYCLE
NOTES/COMMENTS:	The state of the s

Hi Lou

As promised, we requested the broker to get us a quote for a \$25,000 Medical Payments limit. Due to the loss history, however, the carrier is not willing to offer a higher Med Pay limit, as this coverage does not even require negligence on the part of the Insured to be triggered.

Should we proceed with requesting an increase in the Liability limit to \$2,000,000/\$3,000,000 for an additional premium of \$7,301 (plus \$178.08 surplus lines tax) as outlined in my letter of 5/14 to Sandy Mordus? (I can't guarantee the additional premium quoted at that time will still apply since the quote is over three months old... the company may also want to conduct an inspection before making a final decision whether to offer the higher limit).

If you would like to discuss this further, please call me. Thanks,

John

P. O. BOX 288 • VALPARAISO, INDIANA 46383 PHONE: (219) 462-5106 • FAX: (219) 465-9265

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STEPHEN SET LEWIS

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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 August 23, 2002

Ms. Lynn Reed Deputy Clerk-Treasurer City of Portage 6070 Central Avenue Portage, Indiana 46368

Dear Ms. Reed:

I have enclosed a copy of the Bank One invoice requesting the next payment due on the marina revenue bond. Please consider this letter as the Development Commission's request for the \$28,643.84 revenue bond payment that is due on October 1, 2002 and cause this claim payment to be approved by the Portage Board of Public Works at their next scheduled meeting. This payment should be made payable to the Little Calumet River Basin Development Commission, as stated in the bonding requirements.

If the Clerk-Treasurer's Office would kindly call us when the check is ready, we will pick it up from City Hall. If hope we have allowed sufficient time for you to process this check before the date due. If you have any questions, please call me.

Sincerely,

Dan Gardner

Executive Director

/sjm encl.

Honorable Doug Olson, Mayor of Portage John Smolnar, Portage Port Authority Lou Casale, LCRBDC attorney William Tanke, LCRBDC Chairman



Little Calumet River Basin Development Commission

LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION

MARINA REVENUE BOND CLAIM SEPTEMBER 5, 2002

Marina Sinking Account #185018027630

001-02

BANK ONE

\$28,643.84 (Due October 1, 2002)

Balance due \$570,024.82

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
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*LICENSED IN INDIANA & ILLINOIS

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENTZ
CAROL E. BERWANGER

FINANCIAL COORDINATOR
JULIE MALKOWSKI

August 23, 2002

Gregory A. Sobkowski HODGES & DAVIS PC 8700 Broadway Merrillville, IN 46410

RE: Portage Marina Financing

Dear Greg:

This letter is a reminder regarding rescheduling a meeting with the officers of Bank One pertaining to financing of expansion of the Portage Marina. Please advise me of the City of Portage's progress in preparing the needed accounting so that we can reset the meeting that was previously scheduled and deferred.

I await hearing from you in the near future regarding this matter.

Sincerely,

SALE, WOODWARD & BULS, LLP

Louis M. Casale

LMC/amo

cc:

John Smolnar

Bill Tanke

Dan Gardner

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

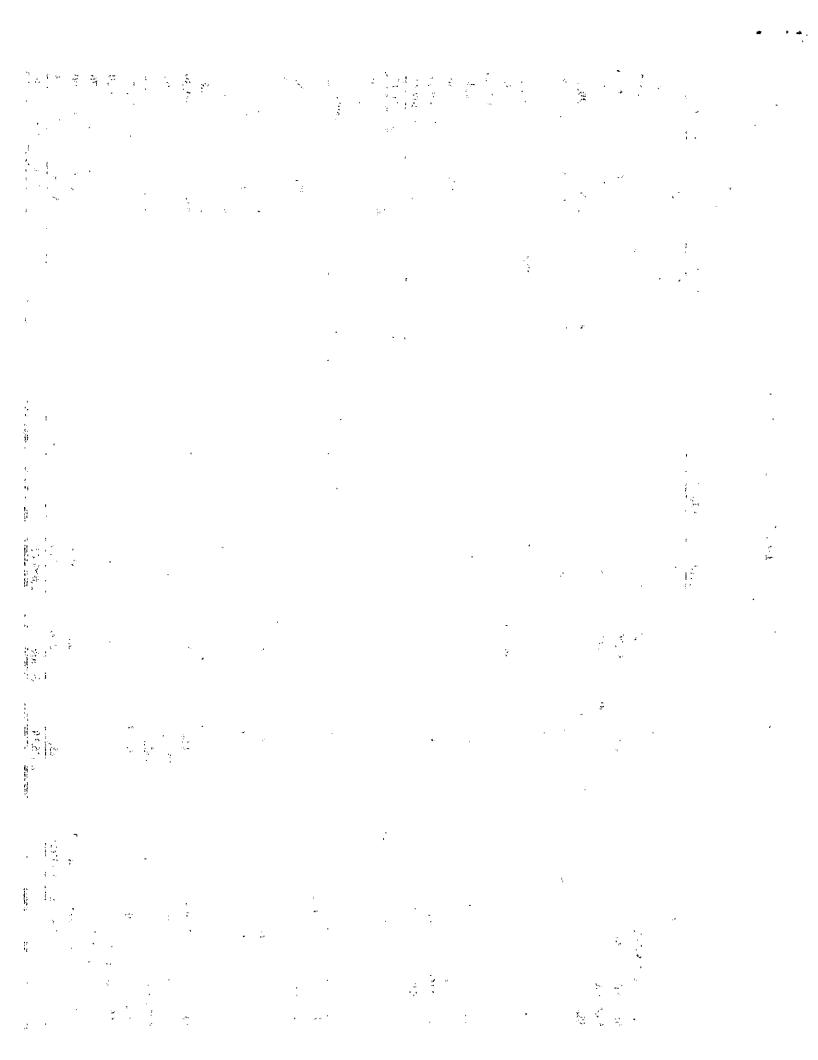
JANUAR	.1 1,2002-JOL	1 31, 2002		
CASH POSITION - JANUARY 1, 2002				
CHECKING ACCOUNT				
LAND ACQUISITION			14,521.85	
GENERAL FUND			171,753.88	
TAX FUND			0.00 1,530,399.10	
INVESTMENTS			1,550,599.10	
ESCROW ACCOUNT INTEREST		-	100,57	1,716,775.40
				1,710,775.40
RECEIPTS - JANUARY 1, 2002 - JULY 31, 2002				
LEASE RENTS			30,400.00	
INTEREST INCOME(FROM CHECKING & FIR	ST NATL)		14,961.64	
LAND ACQUISITION	ŕ		438,070.53	
ESCROW ACCOUNT INTEREST			521.11	
MISC. INCOME	_	120.00	7,895.56	
PAYBACK FROM MONEY MARKE	ľ	329,00 7,334.57		
AMERICAN FAMILY INSURANCE INDIANA TITLE INS COMPANY		231.99		
KRBC REIMBURSEMENT RE: TELEPHONE C	HARGE	25 1,77	911.40	
PROCEEDS FROM VOIDED CHECKS			1,500.00	
Ck#7254 N. NIMETZ 1,500.00				
TOTAL RECEIPTS				494,260.24
DISBURSEMENTS - JANUARY 1, 2002 - JULY 31,	<u>2002</u>			
ADMINISTRATIVE 2001 EXPENSES PAID IN 2002			94,996.71	
PER DIEM			7,550.00	
LEGAL SERVICES			6,682.81	
NIRPC			79,940.50	
TRAVEL & MILEAGE			1,061.00	
PRINTING & ADVERTISING			539.41 6,070. 7 5	
BONDS & INSURANCE			3,180.82	
TELEPHONE EXPENSE MEETING EXPENSE			2,482.64	
LAND ACQUISITION			·	
LEGAL SERVICES			45,404.47	
APPRAISAL SERVICES			33,500.00	
ENGINEERING SERVICES			48,992.83 28,495.00	
LAND PURCHASE CONTRACTUAL FACILITIES/PROJECT MAINTENANCE SERV	TODE		8,555.00	
OPERATIONS SERVICES	ICES		0.00	
LAND MANGEMENT SERVICES			117,480.61	
SURVEYING SERVICES			7,945.00	
MISCELANEOUS EXPENSES			0.00	
ECONOMIC/MARKETING SOURCES			380.00 33,100.82	
PROPERTY & STRUCTURE COSTS MOVING ALLOCATION			0.00	
TAXES			6,521.35	
PROPERTY & STRUCTURES INSURANCE			0.00)
UTILITY RELOCATION SERVICES			66,665.75	
LAND CAPITAL IMPROVEMENT			329.00	
STRUCTURAL CAPITAL IMPROVEMENTS			345.00 34.25	
BANK CHARGES MERCANTILE LCRBDC MONEY MARKET PAYBACK			26,178.50	
TOTAL DISBURSEMENTS				531,435.51
101111 9100 010001111110				
CASH POSITION - JULY 31, 2002				
CHECKING ACCOUNT			76,060.64	1
LAND ACQUISITION			72,085.70	
GENERAL FUND TAX FUND			, ,	
Andre Caratar				
INVESTMENTS			1.00.000	
FIRST NATIONAL BANK	700,000.00		4/26/2003	
(BASE CAPITAL INVESTMENT)	250 000 00		10/25/2002	
FIRST NATIONAL BANK	258,000.00		10/23/2002	
(MISC INTEREST/RENTAL INVESTMENT			:	
<u></u>	,		A COATTS A & A DIVINO	
BANK ONE	155,251.66		MONEY MARKET	
(LEL MONEY) BANK ONE	140,654.62		MONEY MARKET	
BANK ONE (MARINA SAND MONEY)	170,007.02			
+ BANK ONE	17,732.41		MONEY MARKET	
(STATE DRAW MONIES)	•			
BANK ONE	292,969.99		MONEY MARKET	
(GARY PARKS & REC MONIES)	IDOTATENTO		1,564,608.6	R
TOTAL INV ESCROW ACCOUNT INTEREST AVAILABLE	ESTMENTS		1,364,608.6	
ESCROW ACCOUNT INTEREST MYMILABLE	_		V. 1.0	1,713,376.70
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LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION MONTHLY BUDGET REPORT, AUGUST 2002

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

							12 MONTH	UNALLOCATED
0	2002						ALLOCATED	BUDGETED
	BUDGET	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER DECEMBER	TOTAL	BALANCE
5801 PER DIEM EXPENSES	16,000.00	100.00	0.00				4,250.00	11,750.00
5811 LEGAL EXPENSES	8,500.00	697.33	526.33				7,470.14	1,029.86
5812 NIRPC SERVICES	125,000.00	9,887.63	10,157.58				80,340.95	44,659.05
5821 TRAVEL/MILEAGE	14,000.00	131.04	616.52				1,478.16	12,521.84
5822 PRINTING/ADVERTISING	5,000.00	69.51	17.07				608.87	4,391.13
5823 BONDS/INSURANCE	7,500.00	0.00	0.00				6,070.75	1,429.25
5824 TELEPHONE EXPENSES	7,000.00	0.00	616.31				2,747.13	4,252.87
5825 MEETING EXPENSES	8,000.00	27.25	976.16				2,008.61	5,991.39
5838 LEGAL SERVICES	125,000.00	3,841.60	6,029.30				47,990.37	77,009.63
5840 PROFESSIONAL SERVICES	500,000.00	32,430.19	33,716.95				273,369.78	226,630.22
5860 PROJECT LAND PURCHASE EXP.	3,170,188.00	11,186.20	∫ 0.00	ı			37,466.29	3,132,721.71
5881 PROPERTY/STRUCTURE INS.	28,000.00	0.00	0.00	1			26,178.50	1,821.50
5882 UTILITY RELOCATION EXP.	200,000.00	2,233.70	0.00	1			65,501.24	134,498.76
5883 PROJECT LAND CAP. IMPROV.	247,000.00	0.00	0.00)			0.00	247,000.00
5884 STRUCTURES CAP. IMPROV.	25,000.00	0.00	0.00)	<u>.</u>		507.75	24,492.25
	4,486,188.00	60,604.45	52,656.22				555,988.54	3,930,199.46



CLAIMS PAYABLE FOR AUGUST 2002

ACCT	VENDOR NAME	AMOUNT	EXPLANATION OF CLAIM
5811	CASALE WOODWARD BULS, LLP	283.33	RETAINER FEE BILLED FOR MONTH OF AUGUST
5811	CASALE WOODWARD BULS, LLP	243.00	ADDITIONAL LEGAL SERVICES FOR PERIOD ENDED 8/26/02
5812	NIRPC	10,123.75	SERVICES PERFORMED JULY 2002
5812	FEDEX	12.85	OVERNIGHT MAIL
5812	OFFICE DEPOT	20,98	PURCHASE OF OFFICE SUPPLIES
5821	SAND RIDGE BANK	507.00	AIR FARE TO NAFSMA FOR W. TANKE & R. MARSZALEK
5821	SANDY MORDUS	37.52	MILEAGE 7/24/02-8/21/02
5821	WILLIAM TANKE	36.00	TRAVEL ALLOWANCE TO/FROM CHICAGO AIRPORT FOR NAFSMA
			CONFERENCE
5821	ROBERT MARSZALEK	36,00	TRAVEL ALLOWANCE TO/FROM CHICAGO AIRPORT FOR NAFSMA
			CONFERENCE
5822	JIM POKRAJAC	17.07	FILM PROCESSING FOR PICTURES OF COMMISSION PROPERTY
5824	VERIZON NORTH		BILLING PERIOD 7/16/02-8/16/02(TOTAL BILL 229.91 KRBC 116.71)
5824	VERIZON NORTH		BILLING PERIOD 8/16/02-9/16/02(TOTAL BILL 226.12 KRBC 113.06)
5824	AT & T		PERIOD ENDED 7/12/02 (TOTAL BILL 206.60, KRBC 13.71)
5824	AT & T		PERIOD ENDED 8/12/02 (TOTAL BILL 210.36, KRBC 16.81)
5825	SAND RIDGE BANK		EXPENSES INCURRED IN BETWEEN MEETINGS 9:00 LAND ACQUISITION
0040	O IND THE SE DINIT	25.10	COMMITTEE MTG 1:00 WITH STATE OFFICIALS 7/30/02
5825	NAFSMA	950.00	COST INCURRED FOR 2 REGISTRANTS FOR NAFSMA CONFERENCE
0020	TAN ORDA	550.00	@ \$475 EACH
5838	LOUIS CASALE	6 020 20	LAND ACQUISITION/LEGAL SERVICES FOR PERIOD ENDED 8/26/02
5841	JANET O'TOOLE & ASSOC.	·	APPRAISAL FEE FOR DC-216G
5841		•	
	JANET O'TOOLE & ASSOC.	•	APPRAISAL FEE FOR DC-M-01
5841 5842	JANET O'TOOLE & ASSOC.		APPRAISAL FEE FOR DC-M-03
	R. W. ARMSTRONG		PROFESSIONAL SERVICES FOR PERIOD ENDED 8/16/02
5843	MERIDIAN TITLE CORPORATION LABORTE		TITLE WORK PREFORMED FOR DNR25
5843	MERIDIAN TITLE CORPORATION LAPORTE		TITLE WORK PREFORMED FOR DNR34
5843	MERIDIAN TITLE CORPORATION-LAPORTE		TITLE WORK PREFORMED FOR DNR35
5843	INDIANA TITLE NETWORK COMPANY		TITLE WORK PREFORMED FOR DC-146
5843	INDIANA TITLE NETWORK COMPANY		TITLE WORK PREFORMED FOR DC-146B
5843	INDIANA TITLE NETWORK COMPANY		TITLE WORK PREFORMED FOR DC-146C
5843	INDIANA TITLE NETWORK COMPANY		TITLE WORK PREFORMED FOR DC-157
5843	INDIANA TITLE NETWORK COMPANY		TITLE WORK PREFORMED FOR DC-159
5843	INDIANA TITLE NETWORK COMPANY		TITLE WORK PREFORMED FOR DC-164B
5843	TICOR TITLE INSURANCE COMPANY		TITLE WORK PREFORMED FOR DC-565
5843	TICOR TITLE INSURANCE COMPANY	100.00	TITLE WORK PREFORMED FOR DC-1036
5843	TICOR TITLE INSURANCE COMPANY		TITLE WORK PREFORMED FOR DC-1037
5843	MERIDIAN TITLE CORPORATION-LAPORTE	275.00	TITLE WORK PREFORMED FOR DNR 37
584 3	MERIDIAN TITLE CORPORATION-LAPORTE	275.00	TITLE WORK PREFORMED FOR DC-484
5843	LAKE COUNTY RECORDER	14.00	TEMP WORK EASEMENT DC-786
5843	LAKE COUNTY RECORDER	14.00	WARRANTY DEED DC-1026
5843	LAKE COUNTY RECORDER	28.00	TO RECORD HIGHLAND PUMP STATION AGREEMENT
5844	JAMES E. POKRAJAC	5,075.00	ENGINEERING SERVICES 7/16/02-7/31/02
5844	JAMES E. POKRAJAC	162.12	JULY MILEAGE
5844	JAMES E. POKRAJAC	4,669.00	ENGINEERING SERVICES 8/1/02-8/15/02
5844	JUDITH VAMOS	3,887.25	LAND ACQUISITION SERVICES 7/16/02-7/31/02
5844	JUDITH VAMOS	39,20	JULY MILEAGE
5844	JUDITH VAMOS	3,175.50	LAND ACQUISITION SERVICES 8/1/02-8/15/02
5844	G. LORRAINE KRAY	1,195.38	CREDITING TECHNICIAN/LAND ACQUISITION ASST 7/16/02-7/31/02
5844	G. LORRAINE KRAY	912.50	CREDITING TECHNICIAN/LAND ACQUISITION ASST 8/1/02-8/15/02
5844	SANDY MORDUS	416.50	CREDITING TECHNICIAN SERVICES 7/16/02-7/31/02
5844	SANDY MORDUS	269.50	CREDITING TECHNICIAN SERVICES 8/1/02-8/15/02

TOTAL 52,656.22

DEVELOPMENT COMMISSION ATTENDANCE ROSTER

NAME OF MEETING: LCRBDC		DATE:	9-5-02
LOCATION: 6100 Southport Rd.	Portage CHAIRMAN:	Bill Tante	

PLEASE SIGN IN

	PLEASE SIG							
	NAME (PLEASE PRINT)	ORGANIZATION, ADDRESS, PHONE NUMBER						
1	DON EWOLDT	LEL						
2	Sandy O'Briga	Hobart						
3	JIM FLORA	R.W. ARMSTRONG						
4	MARK LOPER	VISCLOSKY						
5	IMAD SAMADA	COE						
6	Bus Blass	COE						
7	Elizabeth McCloskey	715FWS						
8	DAUG PABORSKI	GAM						
9	Glewn & PATRICIA STATTS	GARY						
10	BILL PETRITES	AIGHLAND						
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Mariante, San Charles Maria

Little Calumet River Basin Development Commission

COE/LCRBDC ENGINEERING COORDINATION REPORT FOR MEETING ON THURSDAY, SEPTEMBER 5 2002

(Information in this Report is from July 26 – August 27, 2002)

-GENERAL STATEMENT:

- A. The COE put together a tracking plan for outstanding project issues that they gave to the LCRBDC for review and comment on June 6, 2002.
 - 1. The LCRBDC added a number of items to this plan that will address, and summarize, the status of this report.
 - 2. LCRBDC sent an e-mail to the COE on July 8 indicating that it was important to have ALL remaining items that are not resolved to be on this list to indicate the status, whose responsibility it is for action, and suggested a meeting to review this list.
 - This meeting was held on July 25 with the COE, and a final table will be completed that will be available to the Commissioners at our next scheduled meeting.
 - 3. LCRBDC revised, summarized, and updated the modified the report and submitted it to the COE to get their input. (Refer to handout at September 5th Work Study Session as part of the Engineering Report).

OUTSTANDING GARY SANITARY DISTRICT PROJECT ISSUES

Item		1	Issue Rais	ed By	Most Rece	nt Status	,	COE/LCRBDC	
No.	Outstanding Issues	Issue Description	LCRBDC	COE	LCRBDC	COE	Action Needed	Next Action By	Target Date
1.	Telemetry System	GSD has requested radio telemetry be installed at the Gary pump stations Federal regs. Require the stations to be manned when operating during flood event. It was noted that stations are remote and the emergency signal lights are not a practical means of alerting GSD to problems.	x		Minutes of 6-6-02 Mtg. (6-24-02)		GSD needs to provide letter making the case for use of technology (vs. manpower) and what is or will be standard throughout their system. Corps is to revisit their previous decision to not fund telemetry.	GSD	
2.	Permitted Outfalls and Project Impact	GSD has heard that the increased level of the Little Calumet River due to the project could be anywhere from 1-2" to 6-12". GSD's concern is the impact of the higher level of the river on the outfalls at Broadway, Louisiana and Chase Streets.	х		Minutes of 6-6-02 Mtg. (6-24-02)		COE to review XP-SWMM model. Further meeting needed to discuss findings.	COE	10 10 10 10 10 10 10 10
3.	Ironwood Storm Water Pumping Station		Х		Minutes of 6-6-02 Mtg. (6-24-02)				
	a. Access Issues	Ability to access site during flood events for emergency repairs with equipment has been questioned.	х		Minutes of 6-6-02 Mtg. (6-24-02)		COE to take another look at situation. Field meeting would be helpful.	COE	

OUTSTANDING GARY SANITARY DISTRICT PROJECT ISSUES

Item			Issue Rais	ed Bv	Most Rece	nt Status	-	COE/LCRBDC	
No.	Outstanding Issues	Issue Description	LCRBDC	COE	LCRBDC	COE	Action Needed	Next Action By	Target Date
	b. Flood Level	GSD concern about flood level and its impact on the combined sewers in the area of Ironwood Circle. Again concern from GSD is whether increase in flood level is 1-2" or 6 to 12". Imad Samara's letter of 2-7-02 shows impact of 0.8' (10") for the 100-year event at	X		Minutes of 6-6-02 Mtg. (6-24-02)		COE needs to review increased levels of flooding and whether something needs to be done.	COE	
		Martin Luther King Drive. Higher levels may result in increased basement flooding.							
4.	Documentation of USEPA and IDEM Correspondence	GSD has requested correspondence to and from USEPA and IDEM regarding projects in Gary. GSD concerned about impact on combined sewer overflows.	x		Minutes of 6-6-02 Mtg. (6-24-02)		Corps currently working with Earth Tech to complete new XP-SWMM modeling.	COE	
5.	Documentation of Soil and Erosion Control Measures	GSD has requested copies of inspection reports documenting soil and erosion control measures were practiced by contractors during levee construction.	x		Minutes of 6-6-02 Mtg. (6-24-02)	-	COE to make the necessary data and documentation available. COE also to check on all quality assurance and quality control measures.	COE	
6.	O/M Manual	GSD wants opportunity to review manual before it is finalized.	×		Minutes of 6-6-02 Mtg, (6-24-02)		Final draft of manual will be available by the end of September 2002. GSD and other Gary agencies and the LCRBDC will receive copies of final draft for review.	COE	
7.	27 th and Chase Street GSD Pumping Station	GSD has determined that the culvert through the I-wall on the east side of Chase Street is about 2' higher than the ditch invert. GSD indicates that this is a problem because their pump station combined sewer overflow utilizes the ditch.	х		Minutes of 6-6-02 Mtg. (6-24-02)		COE to investigate and propose a solution to the problem.	COE	

V:LCRBDC\Outstanding GSD Issues Chart

OUTSTANDING TECHNICAL ISSUES

Item		· - 	Issue Raise	ed Bv	By Most Recent Status			COE/LCRBDC	
No.	Outstanding Issues	Issue Description	LCRBDC	COE	LCRBDC	COE	Action Needed	Next Action By	Target Date
1.	SHEET PILING ISSUES			İ				,	J 3
	a. Damage to Adjacent Property	Potential damage to adjacent property during construction.	x		1-14-02 letter and Stage VIII Comments and Responses dated 10-16-01	2-7-02 letter and Stage VII Comment s and Response s dated 1-9-01	Has COE developed standard language on how to drive piles?	COE	
	b. Useful Life of Steel Sheet Piles	Concern about useful life of piles as a result of corrosion.	X		2-28-02 Letter	2-7-02 Letter	Resolved for all but Stage IV-1 south. Corps previous technical response (Sam Doak, 9-12-00) indicated that "corrosion is potentially a problem for sheet pilling at depths less than a few feet. Since sheet pilling will extend into the area of potential corrosion, the following issues need to be addressed. a. Is the estimated useful life of the sheet pilling less than project design period? b. Is the sheet pilling in the area of possible corrosion necessary for stability of levee? c. Is a protective coating needed on the top few feet of the sheet pilling?	COE	
2.	OVERFLOW SECTIONS	LCRBDC believed overflow section should be armored, since they are at risk of failure during an overflow event without it.	х		2-28-02 Letter	2-7-02 Letter	Corps did not agree. After lengthy discussion, LCRBDC and the Corps agreed to disagree. As a result overflows will remain unarmored.	Resolved	

V:LCRBDC\Outstanding Technical Issues Chart

OUTSTANDING PROJECT ISSUES

item			Issue Rais	ed By	Most Rece	nt Status		COE/LCRBDC	
No.	Outstanding Issues	Issue Description	LCRBDC	COE	LCRBDC	COE	Action Needed	Next Action By	Target Date
1.	SCHEDULING	Project Schedule should coordinate with Local Funding. Schedule should allow for Real Estate, Relocation, and local reviews. Design is done too far in advance of construction.	х		2-28-02 Letter	2-7-02 Letter	Need to meet and discuss.	LCRBDC and COE	
2.	ENGINEERING REVIEW OF PLANS AND SPECIFICATIONS	Incomplete sets of plans and specifications. Concerns brought up do not get resolved. Unresolved concerns end up adding additional cost to the Project.	x		1-28-02 Letter	2-7-02 Letter	Agreed to work together to eliminate problems.	LCRBDC and COE	
3.	COST SHARING	Cost share is 75% Federal and 25%. End of FY 01 Expenditure Federal \$76,700 Local (credited) \$14,400. Local at 14%.		х			Increase Local cash contribution or expedite acquisition of west reach.		
4.	REMAINING EAST REACH ISSUES	Schedule for the remaining recreation feature.					-		
	a. Mitigation	-		X					
	b. Burr Street II	Phase 1 is complete, need to build Phase 2. Project is considered a betterment. Credits for project approved flood proofing have been used in Phase 1. Since project is a betterment and credits have been used, the cost to build Phase 2 is 100% local and not creditable.	x				LCRBDC is pursuing relief from ban on using state funding for non-creditable costs. Corps is reviewing flood-proofing design and costs to determine whether any additional credits can be found.	LCRBDC and COE	
	c. Land Acquisition		-	X					
	d. Recreation Features	LCRBDC has questioned when remaining recreation features will be completed.	Х		2-28-02 Letter	2-7-02 Letter	Resolved		
5.	CREDITING								· -
	a. Backlog	Local sponsor needs to eliminate back log of submittal on crediting to COE.		Х			LCRBDC will work to reduce the back log.	LCRBDC	
	b. Federal Highway	LCRBDC to be credited the Federal (FHA) funds used on Highway improvement Projects identifyed under the Little Calumet River Flood Control Projects.	x				LCRBDC awaiting response from Federal Highway.	LCRBDC	

OUTSTANDING PROJECT ISSUES

Item	" -		Issue Rais	ed By	Most Rece	nt Status		COE/LCRBDC	
No.	Outstanding Issues	Issue Description	LCRBDC	COE	LCRBDC	COE	Action Needed	Next Action By	Target Date
6.	UTILITY RELOCATION COORDINATION								
	a. Compensability			I X					<u> </u>
	(1) Guidelines	Currently there is not agreement at all levels of the Corps on what constitutes a compensable interest.		x	2-28-02 Letter		Corps need to provide clear legally defendable guidelines on what constitutes a compensable interest. An opinion must be redone. LCRBDC makes initial determination – then COE concurrence.	COE	
	(2) Determinations	Determination of compensability needs to be made before the relocation process so that we can inform the utility regarding whether they must pay for relocation. It also assures the LCRBDC getting, credit for the relocation.		х	2-28-02 Letter		The Corps needs to make compensability determinations as soon as possible for those projects where the schedule dictates utility relocation is being pursued.	COE	
	b. Early Notification and Request for Information	Need a means of notifying utility of the project and schedule and the need to relocate along with a request for easements, deeds, permits, etc.	х				LCRBDC developing letter with Corps approval to send to all identified utilities.	Resolved	-
	c. Schedule	Need to develop a reasonable schedule so that utility relocation can proceed in a timely fashion. Should not pursue relocation until it can be funded.		X			Develop a schedule for utility relocation which reflects contruction sequence and available funding.		

OUTSTANDING PROJECT ISSUES

Item			Issue Raised By		Most Recent Status		_	COE/LCRBDC	
No.	Outstanding Issues	Issue Description	LCRBDC	COE			Action Needed	Next Action By	Target Date
6.	d. Stage VII and VIII	A/E responsible for all utility coordination including obtaining, relocation design and costs.	x				Stage VII and VIII utility relocation efforts by the Corps' A/E's needs to be redefined. Only identification of utility relocations is needed along with information needed for design of levee at this time. Utilities want agreement for payment of their engineering. LCRBDC will request action from Communities.		
	e. Stage V-2, V-3, VI-1 & VI-2	Corps and/or A/E responsible for all utility coordination including obtaining relocation design and costs.	×		2-28-02 Letter	2-7-02 Letter			
	f. Phillips Pipeline Stage V-1	Corps has never provided approval (for creditability) of the cost for engineering work needed to provide the Corps with the data they requested to approve of a directional bore pipeline relocation. LCRBDC is recommending the safer directional bore over the "up and over" original proposed.	×		1-14-02 Letter	2-7-02 Letter	Corps needs to supply their requirements for directional bore crossings so that Phillips may resubmit a cost proposal for a design conforming to the COE's requirements. This should avoid having Phillips perform an engineering design before the COE has even approved the directional bore concept.		
7.	INDOT PROJECT AT INDPLS. BLVD. IN TRI-STATE AREA	Information needed to support a pump station in the area.	Х		2-28-02 Letter		Not an issue.		

V:LCRBDC\Outstanding Project Issues Chart

. ATTORNEYS AT LAW _

CASALE. WOODWARD & BULS, LLP

9223 BROADWAY - SUITE A · CAMBRIDGE COMMONS · MERRILLIVILLE, IN 46410 · TELEPHONE; 219-736-9990 · FAX; 219-736-9991
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LOUIS M. CASALE
DAVID E. WOODWARD
DAVID A. BULS
R. BRIAN WOODWARD
DAVID M. BLASKOVICH*
*LICENSED IN INDIANA A. IL LINDIS

LEGAL ASSISTANTS DEBRA L. KOZLOWSKI ANGELA M. OGRENTZ CAROL E. BERWANGER

FINANCIAL COORDINATOR
JULIE MAI,KOWSKI

September 5, 2002

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

HAND DELIVERED

RE: Memorandum Lake Erie Land Contract

Dear Mark:

I have been asked to provide a legal memorandum pertaining to the question of whether or not there exists a regulation or statute that would prevent the Little Calumet River Basin Development Commission and a third party from entering into an agreement to develop wetland mitigation banking on Commission property. This question arose at our recent Environmental Committee meeting. I am unable to find such a regulation or statute. I have enclosed the attached memorandum which provides a synopsis of the agreement between the Commission and Lake Erie Land Company as well as a few examples of other publicly held lands which are presently being used for wetland mitigation banking under third party private/public contracts.

Sincercly,

Per h lesce

Louis M. Casalc

LMC/amo

cc:

Dan Gardner William Tanke

MEMORANDUM

TO: The Little Calumet River Basin Development Commission

FR: Louis Casale and Joseph C. Svetanoff

RE: Synopsis of Little Calumet River Basin Development Commission Contract

with Lake Erie Land Company

DA: August 29, 2002

<u>Issue</u>

I have been asked to research the following question: "Does Federal Law or Regulation exist that would ban or prohibit the Little Calumet River Basin Development Commission from entering into an option to license real estate agreement with Lake Erie Land Company for the purpose of developing a commercial wetland banking mitigation site upon property owned by the Commission?"

Brief Factual Information

The Little Calumet River Basin Development Commission and the Department of the Army entered into a Local Cooperation Agreement on August 16, 1990 as amended on July 30, 1999 and April 26, 2000. The purpose of this agreement was to put in motion the cooperation between the above-mentioned entities concerning the construction of the Little Calumet River, Indiana Local Flood Protection and Recreation Project at the Little Calumet River between the Illinois and Indiana state line and the intersection of the Little Calumet River and Colorado Street in Gary, Indiana. This agreement is governed by two sources: (1) the Water Resources Development Act of 1986, Section 103 and (2) the Flood Control Act of 1970, Section 122.

More recently, the Little Calumet River Basin Development Commission and the Lake Erie Land Company entered into an Option to License Real Estate on December 3, 1998, and September 9, 1999 as amended on August 17, 2000. The purpose of this agreement was to provide the exclusive right and option to license certain land to Lake Erie Land Company for the purpose of developing a commercial wetland mitigation site. The Little Calumet River Basin Development Commission is to receive certain monies and other improvements upon the land. A public hearing was held on September 2, 1999 to entertain comments on this specific Option to License Real Estate.

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Federal Law

The Little Calumet River, Indiana Local Flood Protection and Recreation Project is governed primarily by the Water Resources Development Act of 1986, which has been recodified into Title 33 United States Code 2201 et. seq. This Act contains provisions covering all features of water resources development and planning, including cost sharing by Federal and non-Federal interest, as well as environmental assessment and mitigation requirements. I have found nothing to substantiate the claim that the Little Calumet River Basin Development Commission cannot enter into the Option and License Agreement, which is the subject of this memorandum, or that credit cannot be given for the Little Calumet River, Indiana Local Flood Protection and Recreation Project acquisition costs incurred by the Little Calumet River Basin Development Commission so long as the land remains available for project purposes.

Indiana Statutory Law

The Little Calumet River Basin Development Commission derives authority to operate from Indiana State Statutory Law as discussed in §14-13-2-1 through §14-13-2-29. There are certain chapters that apply to agreements and licensing which would effect our current situation directly. Under Indiana Statute §14-13-21-7(b)(1)&(2), "The commission may enter into: a lease agreement as lessor or sublessor or an operation or a license agreement with respect to all or part of a site, a facility, a betterment, or an improvement that is part of projects with at least one (1) public or private person...on the terms and conditions that the commission considers appropriate in furtherance of the purposes of this chapter."

Additionally, under Indiana Statute §14-13-2-18(8), "The commission may do the following: make and enter into all contracts, undertakings, and agreements necessary or incidental to the performance of the commission's duties and the execution of the commissioner's powers under this chapter."

Furthermore, under Indiana Statute §14-13-2-18(13)(B), "The commission may do the following: receive and accept aid or contributions from any source of money, property, labor, or other things of value..."

Also, under Indiana Statute §14-13-2-18(20), "The commission may do the following: make contracts and leases for facilities and services."

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Next, under Indiana Statutory §14-13-2-18(22), The commission may do the following: engage in self-supporting activities."

Finally, under Indiana Statutory §14-13-2-27, "The exercise of the powers granted by this chapter is for the benefit of the people of Indiana and for the increase of their commerce, health, enjoyment, and prosperity. The operation, creation, development, and maintenance of the projects by the commission constitutes the performance of essential governmental functions."

Specific Contractual Clauses within Lake Erie Land Company License and Related Documents

I will now focus attention to specific areas of the Option to License Real Estate between Little Calumet River Basin Development Commission and the Lake Erie Land Company signed on December 3, 1998 (Exhibit #1). This Option to License Real Estate contains, among other provisions, the following:

Paragraph 3: The option has been granted to the Lake Erie Land Company for 5 years for the sum of \$21,500.00 per year. This translates to a grand total of \$107,500.00 over the life of this option agreement.

Paragraph 4: Lake Erie Land Company may after two years terminate its participation in the option agreement.

Paragraph 5: Lake Erie Land Company is responsible for obtaining and complying with all permits, regulations, ordinances, and statutes pertaining to the land uses in this agreement.

In addition, the Option to License Real Estate between Little Calumet River Basin Development Commission and the Lake Erie Land Company signed on September 9, 1999 (Exhibit #2) as amended on August 17, 2000 (Exhibit #3). Provides, in part, as follows:

Paragraph 3(as amended): The option has been granted to the Lake Erie Land Company for 5 years for the sum of \$42,660.00 per year. This translates to a grand total of \$213,300.00 over the life of this option agreement.

Paragraph 4: Lake Erie Land Company may after two years terminate its participation in the option agreement.

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Paragraph 5: Lake Erie Land Company is responsible for obtaining and complying with all permits, regulations, ordinances, and statutes pertaining to the land uses in this agreement.

Once the options are exercised the License Agreement attached as Exhibit "A" (Exhibit #4) to the option, goes into effect. The License Agreement provides, in part, as follows:

1.) A. GRANT OF LICENSE

(A)(3): The initial term of the license is for 50 years with 5 consecutive 10 year options to renew thereafter.

(A)(4): The Little Calumet River Basin Development Commission property will remain available for periodic flood storage as specified by the United States Army Corps of Engineers Flood Control and recreation project for the Little Calumet River Basin Development Commission and the design and development of mitigation shall conform with the Flood Control Project.

(A)(5): Lake Erie Land Company may assign this license to third party entities acceptable to USEPA, IDEM, the Little Calumet River Basin Development Commission and other regulated industries for the purpose of creating wetland mitigation.

(A)(6): Lake Erie Land Company must provide design/development plans to the Little Calumet River Basin Development Commission for its comments and approval prior to their implementation.

2.) B. CONSIDERATION

(B)(1): Lake Erie Land Company must pay the Little Calumet River Basin Development Commission for the duration of the license in the sum of \$45,460.00 per year, which translates into a grand total of \$4,546,000.00 over the entire life of the agreement, for the License Agreement under the September 9, 1999, Option to License Real Estate Agreement, and \$21,500.00 per year, which translates into a grand total of \$2,150,000.00, under the December 3, 1998 License Agreement.

(B)(2): As an additional consideration Lake Erie Land Company must pay the Little Calumet River Basin Development Commission a percentage of the gross

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 mitigation revenues acquired from the property and developments in the amount of 2% of the first \$25,000,000.00 and 3% of any amount in excess of \$25,000,000.00 plus \$750.00 per acre of mitigation credits sold under each License Agreement.

3,) F. COMMISSIONS'S RIGHT TO TERMINATE WITHOUT CAUSE

The Little Calumet River Basin Development Commission retains the right to terminate the agreement without cause at least 1 year prior to the intended date of termination, subject to notice, public hearing and reimbursement for expenditures on real estate improvements, if any.

4.) K. INDEMNITY AND INSURANCE

(1): Lake Erie Land Company has agreed to hold the Little Calumet River
Basin Development Commission forever harmless and indemnified against and
from any claims, suits, penalty, loss, cost, expense, damage, or charges imposed
for any violation of any law or ordinances, or otherwise arising from the
agreement.

5.) L. GOVERNMENTAL REGULATIONS AND PERMITS

Lake Erie Land Company at their cost and expense, must comply with all of the requirements of county, municipal, state and federal and other applicable government authorities pertaining to the operation of its facilities. Lake Erie Land Company must also observe all municipal and county ordinances and state and federal statutes. Furthermore, Lake Erie Land Company must obtain all permits required for the project.

6.) In addition, to the above outlined consideration Lake Erie Land Company has agreed to provide development, at its cost, upon the Little Calumet River Basin Development Commission's property up to the following amounts:

PARCEL 1:	\$ 1,077,000.00
PARCEL 2:	\$ 2,373,000.00
PARCEL 3:	\$ 443,000.00
PARCEL 4:	\$ 2,066,000.00
PARCEL 5:	\$ 203,000.00
PARCEL 6:	\$ 451,000.00
PARCEL 7:	\$ 969,000.00

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997,000.00 PARCEL 8: PARCEL 9: \$ 173,000.00 \$ 909,000.00 PARCEL 10: \$ 50,000.00 PARCEL 11: 606,000.00 PARCEL 12: \$ TOTAL: \$10,317,000.00 30% CONTINGENCY: \$13,413,000.00

A preliminary Purposed Development Schedule *(Exhibit #5)* is being made a part of this agreement. It should be noted that the Little Calumet River Basin Development Commission may, in it's discretion, take cash in lieu of improvements made upon the land.

Miscellaneous Information

We have been able to locate a number of related articles discussing the cooperation between the private and public entities with respect to the subject of wetland bank mitigation. A brief description of each article is as follows:

Otter Creek Wetland Mitigation Bank: Otter Creek Wetland Bank was the first fully constructed, entrepreneurial wetland mitigation bank in the country. This project is located in Kane County, Illinois and involved the cooperation of the Land and Water Resources, Inc., St. Charles Park District, Chicago District of the U.S. Army Corps of Engineers, USEPA and the U.S. Fish and Wildlife Service. In March of 1994, an interagency agreement was signed and the following day Land and Water Resources, Inc. was granted the permit needed to proceed with the project. The Otter Creek project has received a lot of attention, both locally and nationally. It has been used as a model for a successful wetland bank and an excellent example of a public-private venture where both sides win. Portions of the sales proceeds according to contract are paid to the St. Charles Park District, which is the landowner. The park district was able to achieve its goal of having the site restored, along with several amenities, at no cost to the public.

Ferson Creek Wetland Mitigation Bank: In 1995, Land and Water Resources, Inc. and the Kane County Development Corporation signed an agreement to establish

Land and Water Resources, Inc.'s second wetland bank only 1½ mile from the Otter Creek Wetland Bank. This site was permitted, constructed and planted in 1996. Land and Water Resources, Inc. and Applied Ecological Services have been maintaining and monitoring the site since 1996. Both Land and Water Resources, Inc. and Applied Ecological Services have requested that 80% of the site has now be certified since it has met or exceeded all of the required performance standards agreed on in the permit on that specific portion.

Butterfield Road Wetland Mitigation Bank: In 1999, this 80-acre site was permitted, constructed and planted, in coordination, with the property owner, <u>Libertyville Township, Lake County, Illinois</u> and Land and Water Resources, Inc. This site was previously a cornfield with a drainage ditch running through it. Land and Water Resources, Inc. worked with Libertyville Township on a restoration plan to restore the entire 80-acre site even though wetland credit was only derived out of ½ of the site. Land and Water Resources, Inc. has continued to manage and maintain the site until all the wetland credits have been sold.

Pembroke Pines: The Florida Wetlandsbank has completed the restoration and enhancement of 450 acres of degraded wetlands owned by the <u>City of Pembroke Pines</u>. The Florida Wetlandsbank's responsibilities for the project included designing, permitting and constructing the ecosystem; maintaining and monitoring the wetlands for a five-year period once construction was completed; and the sales and marketing of the mitigation credits. After the monitoring period, responsibility for the site will revert to the city, along with a trust fund to maintain the preserve in perpetuity. Because the mitigation bank credits can benefit a variety of public and private entities, the Florida Wetlandsbank targeted their marketing efforts at a wide range of prospects. Credits have been sold to cities, school boards, developers and others. In 1999, the wetland mitigation bank made history as the first in the nation to sell out of credits.

Little Pine Island Wetland Restoration and Mitigation Bank: The Little Pine Island Wetland Restoration and Mitigation Bank is a joint project between the State of Florida Department of Environmental Protection and Mariner Properties Development, Inc. Little Pine Island is a 4700-acre <u>State of Florida</u> owned island within the Charlotte Harbor National Estuary and the Matlacha Pass Aquatic Preserve in Lee County, Florida. The Little Pine Island Wetland Restoration and Mitigation Bank will result in a

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large-scale regionally significant wetland ecosystem restoration, which will provide state and federal permitting agencies with an environmentally sound solution for mitigating unavoidable impacts to wetland habitats. In order to assure the perpetual maintenance and monitoring of Little Pine Island, Mariner Properties has established the Little Pine Island Preservation Trust Fund. This Fund will grow to over \$1 million, which will provide \$60,000 annually for perpetual maintenance and monitoring of the restored ecosystem. In addition, the Mitigation Bank will generate in excess of \$1.5 million in user fees, which are being returned directly to the Charlotte Harbor Buffer Preserve for the Department of Environmental Protection's use in acquisition and restoration of additional wetland habitats.

Other numerous articles have been written on the subject of public/private cooperation concerning wetland banking mitigation and are currently being located.

Conclusion

The following conclusions have been reached:

- 1.) Legal research has failed to uncover any Federal or State Regulation prohibiting the Little Calumet River Basin Development Commission/Lake Erie Land Company Agreement.
- 2.) There are numerous other projects in other parts of the country, in which, public/private joint ventures for wetland banking exist.
- 3.) The License Agreement, if fully implemented, will supply the Little Calumet River Basin Development Commission with cash flow that can be used for the Little Calumet River, Indiana Local Flood Protection and Recreation Project operation and maintenance while potentially reducing the expenditure of tax dollars.

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OPTION TO LICENSE REAL ESTATE

The Undersigned, The Little Calumet River Basin Development Commission, (hereinafter referred to as the "COMMISSION"), for the good and valuable consideration as outlined herein, gives Lake Erie Land Company, an Indiana Corporation, (hereinafter referred to as "LAKE ERIE"), the exclusive right and option to License the following described land, under the terms and conditions of a License Agreement, a copy of which is attached hereto and marked Exhibit "A," hereinafter referred to as the "LICENSE;" said land being more particularly described as follows:

(LEGAL DESCRIPTION AND DRAWING ATTACHED HERETO AND MARKED EXHIBITS "B" AND "C")

The terms and conditions of this Option are as follows:

- 1) The Option hereby granted shall be and remain in affect for the term of Five (5) years from the date hereof unless terminated prior thereto as provided herein. This Option shall be exercised upon posting written notice, by certified mail, to the COMMISSION at its offices located at 6100 Southport Road, Portage, IN 46368 to the attention of the Executive Director.
- 2) Within Thirty (30) days after receipt by the COMMISSION of the notice to exercise this Option, the COMMISSION and LAKE ERIE shall execute the LICENSE attached hereto and marked Exhibit "A:"
- Thousand Dollars (\$21,500.00) per annum, payable by LAKE ERIE to the COMMISSION during the term of this Option. The first annual payment shall be made upon signing of the Option and each succeeding payment shall be made annually thereafter during the term of this Option.





OPTION TO LICENSE REAL ESTATE

The Undersigned, The Little Calumet River Basin Development Commission, (hereinafter referred to as the "COMMISSION"), for the good and valuable consideration as outlined herein, gives Lake Erie Land Company, an Indiana Corporation, (hereinafter referred to as "LAKE ERIE"), the exclusive right and option to License the following described land, under the terms and conditions of a License Agreement, a copy of which is attached hereto and marked Exhibit "A," hereinafter referred to as the "LICENSE;" said land being more particularly described as follows:

(DRAWING ATTACHED HERETO MARKED EXHIBIT "B")

The terms and conditions of this Option are as follows:

- 1) The Option hereby granted shall be and remain in affect for the term of Five (5) years from the date hereof unless terminated prior thereto as provided herein. This Option shall be exercised upon posting written notice, by certified mail, to the COMMISSION at its offices located at 6100 Southport Road, Portage, IN 46368 to the attention of the Executive Director.
- 2) Within Thirty (30) days after receipt by the COMMISSION of the notice to exercise this Option, the COMMISSION and LAKE ERIE shall execute the LICENSE attached hereto and marked Exhibit "A."
- 3) The CONSIDERATION FOR THIS Option shall be the sum of Forty Five Thousand Four Hundred Sixty Dollars (\$45,460.00) per annum, payable by LAKE ERIE to the COMMISSION during the term of this Option. The first annual payment shall be made upon signing of the Option and each succeeding payment shall be made annually thereafter during the term of this Option.



PROPOSED DEVELOPMENT SCHEDULE

The project will be designed within the latter half of 1999 and the beginning of 2000. Required permits from the U.S. Army Corps. of Engineers, Indiana Department of Environmental Management, and the Indiana Department of Natural Resources are expected to take a year or longer to obtain. Construction would first begin on Parcels 1 and 2 in Lake Station during the summer of 2001, followed by Parcels 10 and 11 in Gary in 2002. Parcels 3,4, and 5 would be developed in 2003. Parcels 6 and 7 would be started and completed during 2004 with Parcels 8,9, and 12 being completed in the summer of 2005. All projects are expected to be completed in the same construction season(May through November) in which they are started.

EXHIBIT_B

ESTIMATED COST OF PROPOSED IMPROVEMENTS

PARCEL		Restoration Opportunities	Cost Estimate
Quantity	Unit	Restoration Opportunity	\$1,077,000
179	асгез	West of Clay Street, north of Burns Ditch	\$10,000
1	each	Fishing Pier	\$15,000
I	each	Observation Platform	\$212,000
. 2	miles	Trails	\$150,000
5	acres	Fishing Pond	\$70,000
7	acres	Waterfowl Wetland	\$270,000
90	acres	Wet Prairie Restoration	\$200,000
40	acres	Wetland Restoration	\$150,000
30	acres	Mesic Woodland Restoration	\$150,000
PARCEL	. 2	-	. mar . yen . i
Quantity		Restoration Opportunities	Cost Estimate
32	acres	East of Clay Street, north of Burns Ditch	\$2,373,000
1	each	Visitor Center	\$1,500,000
I	each	Handicap Park	\$500,000
I	each	Picnic Shelter	\$200,000
I	each	Canoe Launch	\$30,000
0.5	miles	Trails	\$53,000
30	acres	Wet Prairie Restoration	\$90,000 .
70 A 70 CTEST		•	
PARCEI		Restoration Opportunities	Cost Estimate
Quantity		Cline to EJ&E Railroad	\$443,000
70	acres	Trails	\$53,000
0.5	miles	Lowland Woods Restoration	\$300,000
40	acres	Wet Prairie Restoration	\$90,000
30	acres	The Little Losses when	
PARCE	L 4	To a settle a Opposition	Cost Estimate
Quantit	y Unit		\$2,066,000
63	acres	EJ&E Railroad to Colfax Street	\$1,500,000
1	each	Visitor Center	\$200,000
I	each	Picnic Shelter	\$30,000
1	each'	Canoe Launch	\$106,000
1	miles		\$30,000
10	acres		\$50,000
10	acres		\$50,000
10	acres		\$100,000
20	acres	Lowland Woods Restoration	φ200,000

ESTIMATED COST OF PROPOSED IMPROVEMENTS

PARCEL Quantity	Unit	Restoration Opportunities	Cost Estimate
	acres	Colfax Street to Burr Street	\$203,000
32 1	each	Bike Trailhead	\$20,000
0.5	miles	Trails	\$53,000
0.5 10	acres	Wet Prairie Restoration	\$30,000
20	acres	Lowland Woods Restoration	\$100,000
PARCEL	6		
PARCEL Quantity		Restoration Opportunities	Cost Estimate
41	acres	Burr Street to Clark Street	\$451,000
1	each	Observation Platform	\$15,000
I	miles	Trails	\$106,000
4	acres	Fishing Pond	\$120,000
7 1	each	Fishing Pier	\$10,000
7	acres	Oxbow Weiland	\$70,000
10	açres	Wet Prairie Restoration	\$30,000
20	acres	Lowland Woods Restoration	\$100,000
			•
PARCE! Quantity		Restoration Opportunities	Cost Estimate
156	acres	Clark Street to Chase Street south of the river	\$969,00
130	each	Observation Platform	\$15,000
1.5	miles	Trails	\$159,000
20	acres	Oxbow Wetland	\$200,000
. 40	acres	Wet Prairie Restoration	\$120,000
75	acres	Lowland Woods Restoration	\$375,00
20	acres	Mesic Woodland Restoration	\$100,00
PARCE	L 8		Cost Estimat
Quantit	•	Restoration Opportunities	\$997,00
100	acres	Clark Street to Chase Street north of the river	\$100,00
1000	feet	Spawning Channel	\$225,00
. 3 .	each	Groundwater Pumps	\$212,00 \$212,00
•	miles	Trails	
2			CW11 1111
20 20	acres	Wet Prairie Restoration Lowland Woods Restoration	\$60,00 \$400,00

ESTIMATED COST OF PROPOSED IMPROVEMENTS

	_		
PARCEL		Restoration Opportunities	Cost Estimate
Quantity	Unit	Grant Street to Harrison Street north of river	\$173,000
24	acres		\$53,000
0.5	miles	Trails	\$120,000
24	acres	Wetland Restoration	0.20,000
•			
PARCEL	10	To all and an Americanities	Cost Estimate
Quantity	Unit	Restoration Opportunities	\$909,000
52	acres	North of intersection of I-65 and I-80/94	\$15,000
1	each	Observation Platform	\$15,000 \$106,000
1	miles	Trails	•
10	acres	Oxbow Wetland	\$100,000
20	acres	Wet Prairie Restoration	\$60,000 _
20	acres	Lowland Woods Restoration	\$100,000
0.5	miles	River Meander Restoration	\$528,000
,			
PARCE	Ļ 11		Cost Estimate
Quantity	y Unit	Restoration Opportunities	\$50,000
24	acres	South of intersection of I-65 and I-80/94	\$50,000
10	acres	Wetland Restoration	<i>\$30,000</i>
			•
PARCE	L 12	a de la constantian	Cost Estimate
Quantit	y Unit	Restoration Opportunities	\$606,000
85	acres	Chase Street to Grant Street north of river	\$106,000
1	miles	Trails	• - •
70	acres	Wetland Restoration	\$350,000 #150,000
15	acres	Oxbow Wetland	\$150,000

\$10,317,000 TOTAL ALL PARCELS: \$13,413,000 ADD 30% CONTINGENCY:

Costs

Estimated costs for improving each parcel are presented on the following pages. These estimates are very preliminary and provide an approximation of potential costs for implementing the concepts presented in Figures 1 through 6.

Parcels 1 and 2

These parcels will be developed simultaneously and will feature a handicap accessible park, a visitor center, and picnic shelter located in Parcel 2. In addition, a canoe launch and handicap accessible interpretive trail may be constructed through restored wet meadow and riparian environments in Parcel 2. The canoe launch would complement an upstream launch planned for parcel 4.

Across Clay Street from Parcel 2, Parcel 1 will be developed to include hiking trails through restored wet meadow, open water wetland, and mesic woodland habitats. A fishing pier may be constructed on an existing pond that would be enhanced for angling opportunities. In addition, an observation platform for bird watching may be built next to a wetland area that would be restored for waterfowl habitat.

Parcels 3, 4, and 5

These parcels will be also developed simultaneously and will feature a visitor center and picnic shelter located in Parcel 4. In addition, a canoe launch and bike trailhead will be constructed in Parcel 4 or 5. The canoe launch would complement a downstream launch planned for parcel 2, allowing canoeists to paddle the entire length of the project. A system of trails will be constructed so that hikers, bicyclists, and nature enthusiasts can gain access to restored wet meadow, lowland woods, open water wetland, and mesic woodland habitats.

Parcels 6 and 7

Parcels 6 and 7 will be developed together and will have two oxbow wetlands and a fishing pond with a pier as focal features. An observation platform will be constructed at the oxbow wetland on Parcel 7 for viewing birds and other wildlife. Both parcels will be developed with a system of trails that wind through restored wet meadow, lowland woods, open water wetland, and mesic woodland habitats.

Parcels 8, 9, and 12

Each of these parcels will receive trails and the restoration of wet prairie, open water wetlands, and lowland woods habitat. In addition, a series or pumps may be installed in the Black Oaks subdivision adjacent to Parcel 8 to lower ground water elevations and reduce flooding. Water from these pumps may be piped over the across and used to construct a small spawning channel in Parcel 8 for fish from the Little Calumet River. An oxbow wetland is also proposed for Parcel 12.

Parcels 10, and 11

Parcel 10 will feature 0.5 miles of restored river channel for the Little Calumet River. The restored channel will have meanders and a variable width and depth to maximize fish habitat. The banks will be planted with native riparian plant species. Parcel 10 will also be developed with an oxbow wetland and observation platform for viewing wildlife. Trails will be constructed through restored wet prairie and lowland woods in Parcel 10.

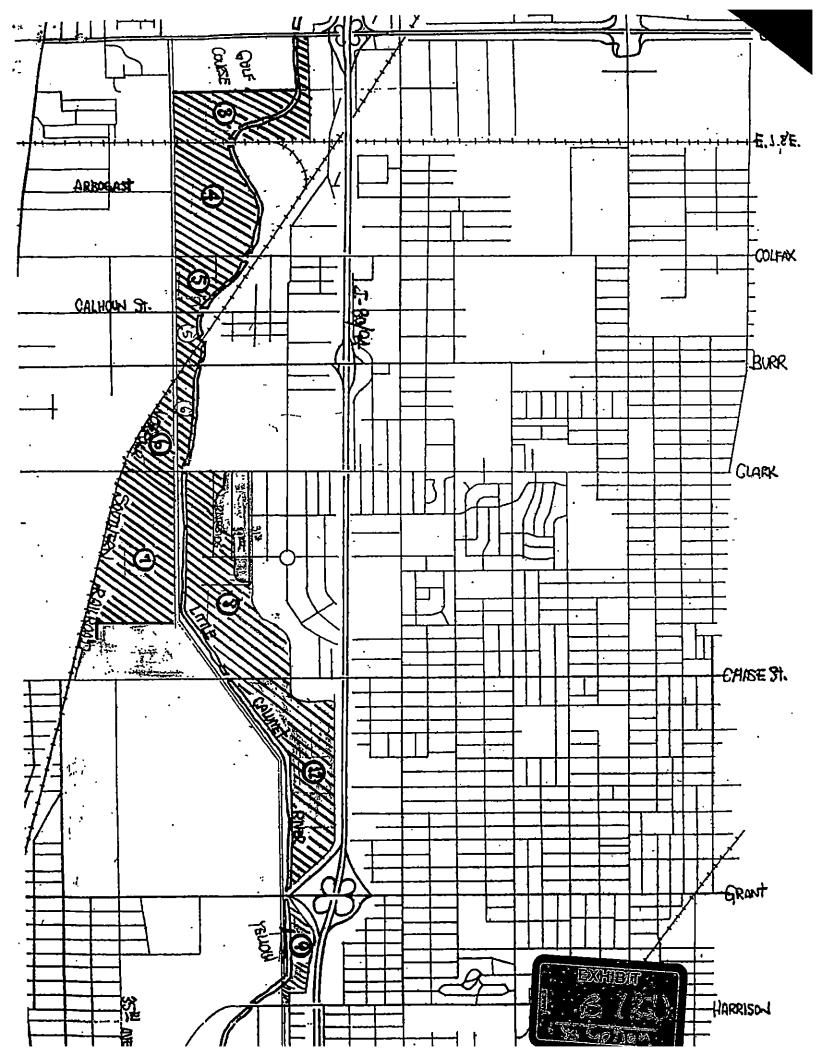
Due to its isolation from other parcels, Parcel 11 has limited potential. Consequently, Development of this parcel will focus only on the creation of wetlands.

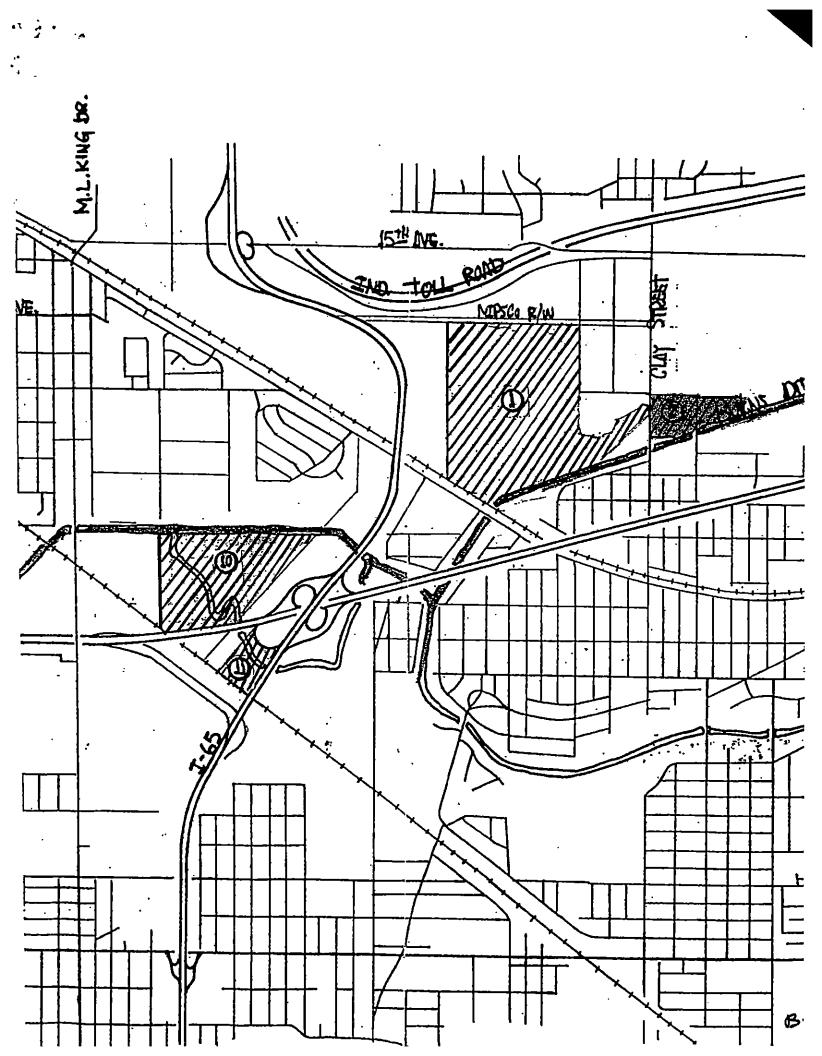
RESTORATION OPPORTUNITIES

The Little Calumet River presents significant opportunities to preserve and restore large tracts of land along the river corridor. Although this proposal is limited to Little Calumet River Basin Development Commission lands, we are currently working toward incorporating numerous other land parcels under various ownership as part of a much larger development and preservation plan. The inclusion of these lands allows for greater connectivity and development potential for isolated parcels owned by the Commission.

Potential options for creating recreational opportunities on Commission-owned lands include the following:

- * 844 acres will be restored to native forest, savanna, prairie, wet prairie, marsh, swamp,thicket, and open water habitats for outdoor recreation and wildlife;
- * 2 visitor's centers with picnic shelters will be constructed at the east and west ends of the project area;
- * 1 handicap accessible park with trails and handicap fishing access will be constructed at the east end of the project;
- * canoe launches will be located at each end of the project connected by 10 miles of canoe trails;
- * 12 to 20 miles of trails will be established for walking, biking, and observing nature;
- * 4 wildlife observation platforms will be constructed near wetlands areas;
- * 8 miles of public fishing access and 10 acres of ponds will be developed for angling;
- * 59 acres of wetlands will be created and another 154 acres of existing wetlands will be restored for waterfowl and other wildlife;





				*NON	
	SCRUB	•		USEABLE	
REGION	AREA	TILLABLE	TOTAL	PROPERTY	
. 1	90	89	179	-	
2	5	30	35	-	
3	85	-	85	-	
4	66	-	66	. 15	
5	33	-	33	11	
6	38	-	38	20	
7	37	90	127	115	
8	101	-	101	36	
9	26	·	26	-	
SUBTOTAL	481	209	690	197	
POTENTIAL AC	POTENTIAL ACQUISITIONS				
10	-	86	86	-	
11	19	-	19		
12	113	-	113	15	
SUBTOTAL	132	86	218	15	
GRAND TOTAL	613	295	908	212	

^{*}THIS AREA IS EXCLUDED FROM THE GRAND TOTAL AND REPRESENTS PUBLIC R/W'S, CORPS MITIGATION AREAS, LEVEE EASEMENTS, AND NON-DEVELOPABLE LAND.

ADDENDUM NUMBER ONE (1) TO AN OPTION TO LICENSE REAL ESTATE

WHEREAS, the Little Calumet River Basin Development Commission (hereinafter referred to as the "COMMISSION") and Lake Erie Land Company, an Indiana Corporation (hereinafter referred to as "LAKE ERIE") entered into an Option to License Real Estate on the 9th day of September, 1999 (hereinafter referred to as the "OPTION"), a copy of which is attached hereto and marked "ADDENDUM EXHIBIT A;" and

WHEREAS, the undersigned desire to immediately exercise the OPTION only with respect to Parcel 2, which is described in "ADDENDUM EXHIBIT B," and to allow the OPTION to remain in full force and effect regarding the remaining parcels of real property which are subject thereto.

NOW therefore it is hereby agreed for the good and valuable consideration as provided herein, that the OPTION be amended as follows:

- 1. LAKE ERIE shall be allowed to, and hereby does, exercise the OPTION for that portion of the real property subject thereto described in the aforesaid attached "ADDENDUM EXHIBIT B."
- 2. The OPTION shall remain in full force and effect with regards to the remaining properties subject thereto.
- 3. LAKE ERIE shall provide, at its sole cost, the following construction developments at River Forest School pursuant to the plans attached hereto and marked "ADDENDUM EXHIBIT C:"
 - a. Handicap park
 - h Trails
 - c. Ancillary facilities/Community building
- 4. The budget for said development shall be \$650,000.00 which sum shall be deducted from the total estimated cost of the proposed improvements to be provided by LAKE

RECREATION REPORT

For meeting on Thursday, September 5, 2002

(Information in this report is from July 26, 2002 – August 27, 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.
 - 1. A supplemental contract will be included as part of the Stage III remediation project which will be released for bids in August of 2002, that will include the paving of all stoned ramps.
- C. A field inspection of all completed recreation features was done by the LCRBDC on July 11th, 2002. (Photos are available.)
 - A follow-up inspection was made on August 15, 2002, after the mowing was completed photos are available.

RECREATION - PHASE I

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

A. OXBOW (Hammond)

 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 & 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 the City of Gary, I.U. Northwest, or other regulatory groups. (Refer to general statement.)
 - 1. <u>Broadway to Harrison Crossing Stage II-3B:</u> (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. (Refer to Recreation Report.)

- --Upon completion of I.U. Northwest modifications on, and adjacent to, Broadway, we will install a permanent trail crossing South of the river and along the line of flood protection, as originally proposed by the COE (ongoing)
- 2. <u>Harrison to Grant Street Crossing:</u> (currently on hold until the next recreation contract.)
 - 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 Recreation 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 relocations 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 Avenue. 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 Avenue.
- 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.
 - The COE indicated to LCRBDC on July 17th, 2002 (in a conference call with RANI ENGINEERING) that this will also be part of the Recreation Phase 2 project.
 - A letter was sent to the COE and RANI ENGINEERING on August 22nd, 2002, /- indicating the proposed ramp location from our upcoming levee segment that would allow the Town of Highland the opportunity to tie in their existing trail system with ours. We need real estate requirements and engineering modifications.

B. Tri-State recreational trail tie-in for the Highland/Wicker Park/Erie Lackawanna Trail System: (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.
 - A letter was sent to North Township on August 23rd, 2002, requesting a letter of confirmation that we could tie into their existing trail rather than extending our trail between Wicker Park and Woodmar.

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- C. A letter was sent to the Lake County Highway Dept. on December 28th, 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-1 Engineering Report.)
 - 2. We coordinated this with the COE through emails and on July 3rd, 2002, the COE agreed that this design will be addressed in their next fiscal year.

D. Stage VIII Trails:

- 1. Currently on hold as part of the Stage VIII construction due to funding constrictions.
- 2. 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 re-route 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.
- 3. A meeting was held with NICTD on March 11th, 2002, to review recreation trail realignment, 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.



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

August 9, 2002

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 Mr. Alex Brown, Superintendent Highland Parks & Recreation Dept. Lincoln Center 2450 Lincoln Street Highland, Indiana 46322

Dear Alex:

As per our conversation of August 8, I am enclosing a sketch showing a proposal for installing a ramp down from our future levee in an area east of the NIPSCO sub-station at Liable Road and the NIPSCO right-of-way. I would suggest extending the trail eastward from Liable Road past the NIPSCO sub-station, then north across the NIPSCO right-of-way to tie into this ramp.

Will you please review this proposed layout, offer any comments, suggestions, or revisions and let me know in order that I may forward this plan to the Army Corps of Engineers to incorporate into their plans and specifications for this upcoming construction segment.

If you have any questions regarding this proposal, please contact me at the above number or e-mail.

Sincerely,

James E. Pokrajac, Agent Land Management/Engineering

/sjm encl.

cc: John Bach, Public Works Dept. Emerson Delaney, LCRBDC Bob Huffman, LCRBDC



PARKS AND RECREATION

2450 Lincoln • Highland, Indiana 46322 • (219) 838-0114

Staff

Alex M. Brown
Superintendent

Chris Kubisz Park Director

Pamela Baldin Recreation Director

Parks and Recreation Board

Charles Stapke

Thomas Arnold

Carolyn Turich

Al Prendergast

Sherry Nowak School Board Representative

Mark A. Herak Town Council Lisison

Rhett Tauber

August 20, 2002

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

Dear Jim:

Enclosed is a copy of the sketch you had sent showing a proposal for the installation of a ramp down from your future levee in an area east of the NIPSCO sub-station at Liable Road and the NIPSCO right-of-way. This proposed layout meets with my approval.

In addition, the Highland Parks & Recreation Board discussed the lay-out at their August 15 study session, and the design met with their approval. I also had the opportunity to physically show the site to Dave Ryan, NIPSCO's Manager of Community Relations, and he had no problems with the lay-out. He suggested I contact their Real Estate division to get an addendum to our current bike trail lease to add the additional trail extension.

If you have any additional questions, please contact me at 219-838-0114.

Sincerely,

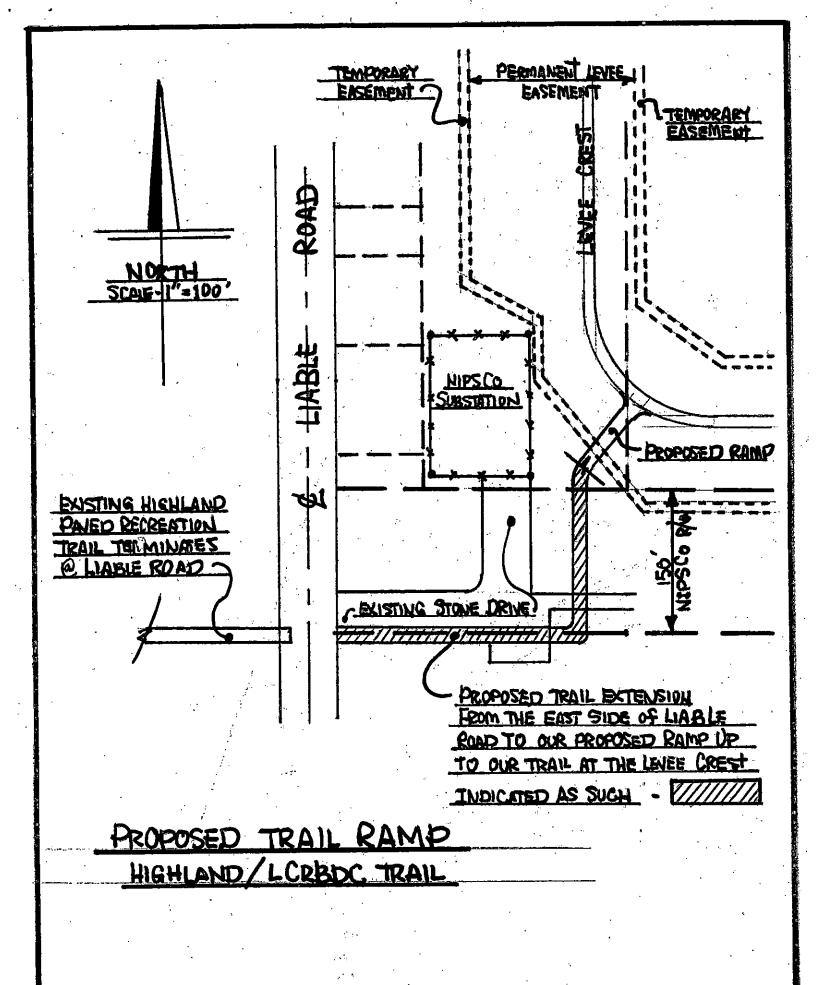
Alex M. Brown

Superintendent of Parks & Recreation

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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

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ARLENE COLVIN Mayor of Gary's Appointment

STEVE DAVIS

Dept. of Natural Resources'
Appointment

EMERSON DELANEY PROPERTY OF STREET

ROBERT MARSZALEK Governor's Appointment

DR. MARK RESHKIN Governor's Appaintment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER

Executive Director

LOUIS CASALE Attorney August 22, 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 I received from Alex Brown, Superintendent of Parks & Recreation for the town of Highland, dated August 20, 2002. He indicated that our proposal for a recreational trail ramp, as shown on the attached drawing, met with approval from the Highland Parks & Recreation Board as well as NIPSCO, whom they currently have agreements with for a recreational trail in that area. Will you please incorporate this into your plans and specifications as well as into your real estate drawings. If you have any questions regarding this request, please contact me.

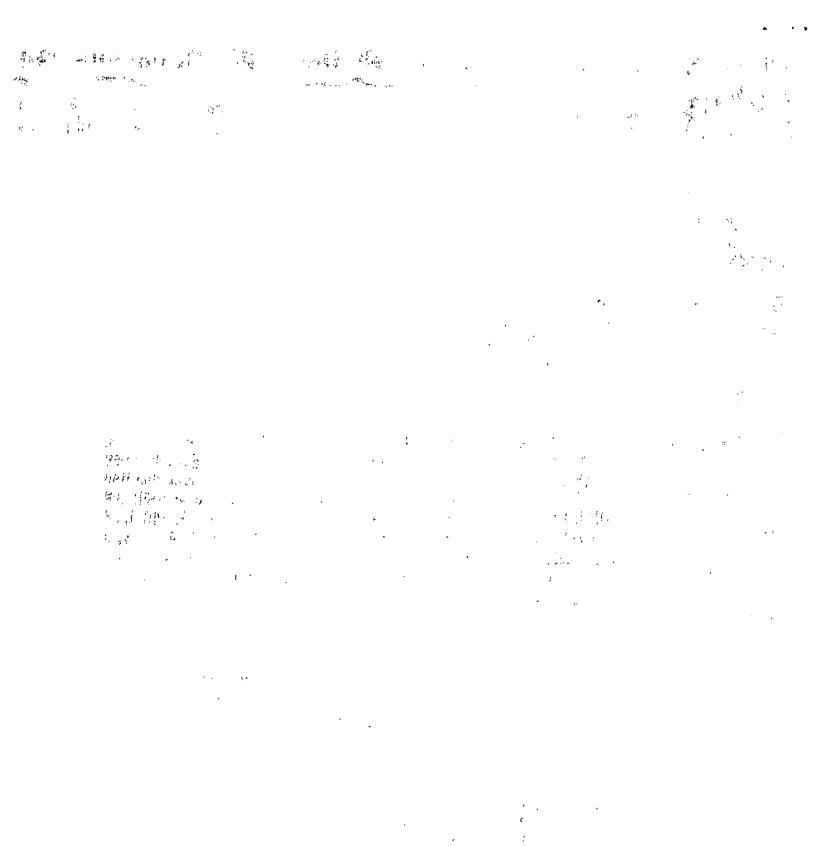
Sincerely,

James E. Pokrajac, Agent Land Management/Engineering

/sjm encl. cc:

Alex Brown, Highland Parks & Recreation Susan Rani, RANI Engineering Chrystal Spokane, COE

Emerson Delaney, LCRBDC Bob Huffman, LCRBDC





6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

August 23, 2002

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

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STEVE DAVIS Dept. of Natural Resources' Appointment

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DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER Executive Director

LOUIS CASALE Attorney

Mr. Greg Cvitkovich North Township Trustee 5947 Hohman Avenue Hammond, Indiana 46320

Dear Greg:

There are a number of recreation trails, both existing and planned in the future, in the general area of Wicker Park that we would like to tie into as part of our upcoming construction and recreational project in that area. As we have discussed in the past, our original proposal to extend our recreational trail between Wicker Park and Woodmar would create a potential safety hazard of being hit by golf balls. In an earlier coordination meeting with the Army Corps of Engineers, it was suggested that we could consider diverting this trail southward from the Tri State Bus Terminal southward onto the existing recreational trail that encircles your park. At the west end of the golf course, we still intend on installing a pedestrian bridge over Hart Ditch to allow the trail to continue through Munster.

We realize that there are ongoing negotiations between North Township and INDOT for their upcoming construction on and along Indianapolis Blvd that may affect this trail. It currently appears that the INDOT project in this area would be completed prior to our commencement of construction for the flood control project. Would you please indicate to us in writing whether or not the possibility of using your trail could be done in our upcoming construction project. If you have any questions regarding this, please call me.

Sincerely,

ries E. Pokrajac, Agent Land Management/Engineering

/sjm cc:

Imad Samara Emerson Delaney Bob Huffman



WORK STUDY SESSION 5 SEPTEMBER 2002

LAND ACQUISITION / LAND MANAGEMENT ARLENE COLVIN, CHAIRPERSON

LAND ACQUISITION:

1.) There is one increased offer:

We need action on increasing our temporary work area easement offer to DC 1034 in Stage VI-1. The owner will lose his only tree, an 18" diameter silver maple. The offer is for \$1,200 and the landowner has a landscaping company estimate of \$750 to \$950 to replace the tree. Total offer=\$2,150.

There is on one condemnation:

We need action on the same DC number DC 1034 Stage VI-1 in case the landowner does not accept the increased offer. This condemnation approval is in anticipation of a problem only.

2.) Update on Hobart Marsh Mitigation:

Trust for Public Lands (TPL) explained at the Environmental meeting (refer to Dr. Reshkin) held on 30 August how their organization can assist LCRBDC with Hobart Marsh acquisitions. TPL has sent correspondence (see attached) that they will be available to help LCRBDC in two to three months as soon as present commitments are complete.

LCRBDC was at Lake County Government Center on Wednesday, September 4 doing research on the DNR recommended mitigation properties and is currently calling more appraisers to work on mitigation. The Corps appraisal reviewer has sent back the Kim and Fadell appraisals for revisions. When the appraisals are corrected the first two offers will be mailed. Staff has called and e-mailed DNR land acquisition requesting a copy of their Offer to Purchase to compare it to the LCRBDC Uniform Land Offer.

3.) Charles Agnew Park Phase II:

We need action on a recommendation to complete Phase II of the Charles Agnew Park for \$44,000 at River Forest Elementary School. Monies will be deducted from the LEL escrow account and later re-imbursed by LEL when the first 32 credits are sold in the area east of Clay Street.

4.) FYI:

Deviation from Federal policy for recreation acquisitions to be taken in fee: The Corps has submitted a new easement that will allow recreation bike Land Acquisition Report / 5 September 2002/ page 2

trails to be acquired as easements instead of fee. LCRBDC will modify the existing easement, then the Corps will forward it to HQ for approval.

LAND MANAGEMENT:

- 1.) We need action to approve the following contracts:
- -C. & H. Mowing for \$3500 to do a second and final mowing this fall.
- -Congress Enterprises for \$650 to clear debris on Commission property.
- -South Shore Marine for \$150 to post "No Trespassing" signs on LCRBDC properties.

2.) Disposition of Property:

We need possible action after discussion on the bid process for surplus property (refer to Lou).

3.) Leasing vs. selling surplus property

The appraiser has completed the appraisals. Results will be distributed at tonight's meeting for the Village Farm Stand and Berkheimer Trucking:

3120 Gerry Street Rental Unit – The tenants will make a decision by 30 September 2002 on whether to purchase the property. If they decide not to buy it would be to LCRBDC advantage to allow them residency in the home as long as possible. A vacant home is an invitation for vandalism, fire hazard, and theft of the actual building materials such as siding, cabinets, windows, plumbing fixtures, etc.

4.) FYI:

The engineering review for the Village Shopping Center is complete. Ditch location has been determined, but a legal could not be found that ties it into a city storm sewer without special permission. Research continues.

The Colfax to Calhoun Ditch has been cleaned and inspected in answer to the landowners petition.

Hammond provided LCRBDC its Emergency Operations Plan on 13 August 2002. The plan was forwarded to the Corps for inclusion in its final O. & M. manual.

LAND MANAGEMENT REPORT For meeting on Thursday, September 5, 2002

(Information in this report is from July 26, 2002 - August 27, 2002)

NON-PROJECT LAND MANAGEMENT

- A. Handicapped-Accessible Park
 - 1. Decisions concerning Agnew handicapped park are on hold while a new Lake Erie Land offer is considered by the commissioners.
- B. Gleason Park-Driving Range
 - 1. Construction started on April 15th, 2002, for the area East of the parking lot and North of 30th Avenue. (Grading and seeding are currently completed.)
 - 2. We have started to receive invoices from the Gary Parks & Recreation Dept.
- C. Lease Agreements

1. VILLAGE SHOPPING CENTER

- At the August 1st, 2002 Commissioners meeting, they requested an engineering review to determine the location of the drainage easement and if the shopping center could tie in their storm drainage to any city line.
- R.W. Armstrong sent a memo on August 15th, 2002, indicating that the new, proposed 24" line did not include flow from the Village, and that the 96" sewer on the East side of Grant Street would need a determination from the city.

2. CHASE STREET FARM STAND

- An appraisal is ongoing to determine the full value of this property as well as to get a current fair market value for monthly rent. Appraiser Ed Rich will probably have appraisal complete by the Commissioners meeting on September 5th, 2002.
- D. Disposition of property
 - 1. Commission members voted at the July 9th, 2002 meeting to sell the 3120 Gerry Street property for its appraised value of \$36,000. First offer was agreed to go to current tenants, Mike and Melinda Adams. A letter was sent on July 22nd, 2002.
 - Tenants are having second thoughts about purchasing the property for \$36,000.
 They are considering a lower counter-offer or purchasing a different home. A decisions will come shortly.
 - 2. A letter was sent to Berkheimer's (Dale Cobble) on July 24th, 2002, informing him that we are now able to sell surplus property and asking him if he is still interested in purchasing additional property adjacent to their existing facilities so that they would be able to expand their business.
 - Berkheirmers responded that they were interested in approximately 6.45 acres of adjacent land pending what the cost of this land would be.
 - An appraisal is ongoing to determine fair market value of this land. Appraiser Ed Rich will probably have appraisal complete by September 15th, 2002.

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 **October** 2002.
 - 2. The LCRBDE agreed that we would initially inspect and accept the projects on an individual basis to relieve the contractor of his obligations. However, we will require a procedure to mutually sign off with the COE to accept O&M responsibility. (COE is currently working on this procedure.)
 - 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. LCRBDC has reviewed COE mapping which shows locations of road closings, sandbagging, and emergency response locations. A plan to coordinate each community flood event response has been obtained by the LCRBDC and submitted to the COE to be incorporated into the final O&M submittal.
- C. Portions of West Reach pump stations in Hammond and Highland have been turned over to their respective communities. Representatives of the Hammond and Highland Sanitary Districts have inspected these facilities with the COE and contractor and signed off as owner.
 - 1. A letter was sent to Highland along with our proposed Inter-local Agreement on June 28th, 2002.
 - The Town of Highland approved our agreement and signed it at their July 24th, 2002 Board of Sanitary Commission meeting.
 - We submitted the countersigned agreement to Highland on August 14th, 2002. This agreement was recorded on August 21st, 2002.
- D. Solicitation for bids to mow the levees was sent out on July 18th, 2002, with a due date of July 26th, 2002.
 - Mowing was completed on August 1st, 2002, and a field inspection was made on August 15th – it was completed and accepted as per the agreement.
 - A second mowing is proposed this October and we received an estimate for this work in the amount of \$3,500. (the original first mowing was done for \$6,000.) A motion will be made to do this at our September 5th, 2002 meeting.
- E. A meeting was held on August 13th, 2002, with the Hammond Deputy Fire chief (Mike Jakobczyk) to preview the current emergency operations plan for Hammond.
 - We received their plan, along with their points of contact, and forwarded this to the COE on August 13th, 2002 to incorporate into their final O&M plan.

General Items

1. A letter was sent to the COE on April 8th, 2002, regarding the use of a controlled burn for completed levee segments along with information from IDEM. We feel a controlled burn is the best method of enhancing the growth of our native grasses and landscaping. (Still awaiting a response as of **August** 26, 2002.)

- 2. We have received a petition from 10 landowners between Colfax and Calhoun citing problems and requesting action on the ditch easement on their property.
 - The COE is including the cleaning of the ditch in their upcoming contract. This is scheduled to be completed no later than mid-September.
- 3. We received a call from a landowner about dumped trash on our land at 3117 Tompkins Street. We met with Congress Enterprises, Inc. on August 20th, 2002, at 2923 Tompkins Street in Gary to get a cost to clean up illegal dumping on our property.
 - We received a quote in the amount of \$650 on august 21st, 2002, and need a motion to approve out of Lake Erie Land funds at our September 5th, 2002 meeting.



TO:

James Pokrajac

PROJECT NO.:

FROM:

James Flora

RE:

Village Shopping Center Grant Street Storm Drainage

DATE:

August 15, 2002

Regarding the possibility of the Village Shopping Center discharging its storm water to a storm sewer in Grant Street, we reviewed information we had received during discussions regarding the Stage III Drainage Remediation Project. These included plans for a proposed 24-inch storm sewer on the west side of Grant Street which will run from just north of 37th Avenue north to a new Grant Street Storm Pump Station near the Little Calumet River. This work is being done for the City of Gary under INDOT project no. STP-N501 for improved street drainage. North-West Engineering Co., Inc. (Arnie Muzumdar) is the design engineer. We also reviewed a map of an existing 96-inch storm sewer in Grant Street which services Gary's 42nd and Johnson pump station. This storm sewer runs from south of Ridge Road north in Grant Street to the Little Calumet River.

We discussed the possibility of using the 24-inch and/or the 96-inch sewer to service the Village Shopping Center with Arnie Muzumdar. He indicated that the design for the 24-inch sewer did not include flow from the Village. He also indicated that although the capacity in the 96-inch sewer was needed to handle peak flows from the 42nd and Johnson Pump Station during large rain events, it would be up to the city of Gary whether this sewer could be used by the Village during non-peak periods. Note that North-West Engineering was the design engineer for plans to rehabilitate the 42nd and Johnson Pump Station.

We note that use of the 96-inch storm by the Village would have to be carefully studied since it is shallow and probably would not be able to service all Village Shopping Center parking lots without use of pumping.



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

14 August 2002

Mr. Ed Rich, Principal Professional Appraisal Services, LLC 1050 Broadway Suite 12 Chesterton, IN 46304

Dear Ed,

RE: Limited Restricted Appraisals on Chase Street Farm Stand and an additional tract on the Berkheimer Trucking Property.

As we discussed on 8/9/02 I'm sending you information and asking for your cooperation. The LCRBDC Commissioners wish to compare sale value against an income stream for two properties. You are currently completing an appraisal on Chase Street Farm Stand for an 8/26/90 value. Would you please complete the following in order as well:

1.) Chase Street Farm Stand

LCRBDC needs a comparison between a fee sale and a rental income stream. Please complete a limited restricted appraisal for a fee sale value and a rental income stream according to the enclosed lease we have with the lessee.

A legal is attached to the lease. No Corps review.

2.) Berkheimer Trucking

LCRBDC needs a comparison between a fee sale and a rental income stream. Please complete a limited restricted appraisal for a fee sale and a rental income stream according to the lease we have now with the lessee. We already lease land to Berkheimer. We would be leasing more. A legal is attached to the lease. No Corps review.

Could you complete both by 7 September 2002? If not, could you complete number one - Chase Street Farm Stand - first? The 1990 appraisal on Chase Street Farm Stand could be tabled for a short time to complete the above two.

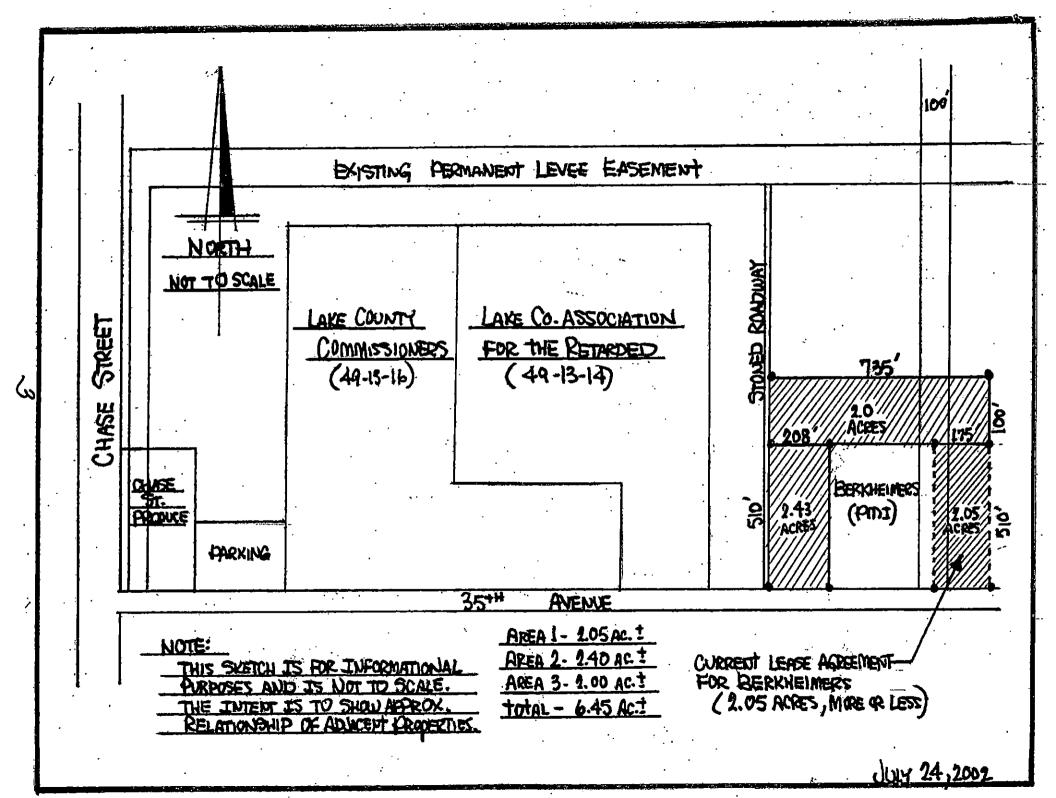
Thank you and call if you have questions.

Respectfully,

Judith (Judy) Vamos, Land Acquisition Enclosure:

Judy Vamor

Could Blu in want index index





6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

August 14, 2002

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

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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 Mr. Michael Griffin Clerk-Treasurer Town of Highland 3333 Ridge Road Highland, Indiana 46322-2089

Dear Mike:

For your information, the Pump Station Agreement between the town of Highland and the Development Commission was presented, approved, and signed at our monthly board meeting on August 1, 2002. It is now in the process of being recorded at the lake County Recorder's Office. Upon receiving it back from the County, we will mail you three (3) copies for your files.

Thank you for your cooperation and helpfulness in this matter. It is always a pleasure doing business with the town of Highland.

If you have any questions at any time, please feel free to call me.

Sincerely,

James E. Pokrajac, Agent

Darid Management/Engineering

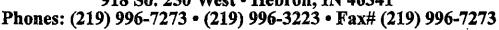
/sjm

cc: Lou Casale Imad Samara



C & H Mowing, Inc.

918 So. 250 West • Hebron, IN 46341





TO: L.C. R. B.C.

Re: 2nd Mowing (Fall) on Levy Ahn: Jim Abkrajac

We would come in around October 1st and do a Second mouning on the Little Calumet River level under the Same terms and conditions as the first

2nd Cycle B 4,000 3,500

Lo St 4,000 3,500

Cycle Contract States.

Thank You; Kelly G. Hall | Pres CAH Mowing Inc.



6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

August 13, 2002

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'

EMERSON DELANEY
Governor's Appointment

ROBERT MARŞZALEK Governor's Appointment

DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS

Lake County Commissioners'

Appointment

DAN GARDNER

Executive Director

LOUIS CASALE Attorney Ms. Leslie Bush U.S. Army Corps of Engineers 111 N. Canal Street Chicago, Illinois 60606-7206

Dear Leslie:

On Tuesday, August 13th, I met with Michael Jakubczyk, Deputy Fire Chief for the city of Hammond, to discuss the city of Hammond's emergency operations plan. Mr. Jakubczyk was very cooperative and provided me with a copy of The Hammond Emergency Operations Plan and a list of their points of contact, including phone numbers, for the city.

I have enclosed this information for you to use as necessary to incorporate into a final O&M manual. I hope this meets your needs and if you have any questions or need additional information, please call me.

Sincerely,

James E. Pokrajac, Agent
Land Management/Engineering

/sjm Encl.

Cc:

Imad Samara Michael Jakubczyk

Michael Jakubczyk

Curt Vosti

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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

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ROBERT MARSZALEK Governor's Appointment

DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER

Executive Director

LOUIS CASALE Attorney August 26, 2002

Mr. Frederick Congress CONGRESS ENTERPRISES, INC. 1001 South Lake Street Gary, Indiana 46403

Dear Fred:

Enclosed please find 3 copies of the agreement between CONGRESS ENTERPRISES, INC. and the Little Calumet River Basin Development Commission for services to clear a parcel of land at 3117 Tompkins Street in Gary, Indiana. This work will be done for a cost not to exceed \$650.00 as per your proposal dated August 21, 2002.

Please sign all 3 copies and return two of them to this office. This work will be authorized by the Board members at their next scheduled Board meeting on September 5, 2002. You may proceed to complete this clean-up after the Board approves your proposal. We will notify you accordingly. As noted in Item #3 of the agreement, please provide me with a copy of your proof of insurance. If you have any questions, please call me at the above number.

Sincerely,

James E. Pokrajac, Agent Engineering/Land Management

/sjm encl.



MEMO

TO:

Jim Pokrajac, Engineering

FROM:

Judy Vamos, Land Acquisition

DATE:

Wednesday, 7 August 2002

SUBJ:

Debris dumped on LCRBDC land DC 441

On Friday 26 July 2002 I received a call from Mr. Johnny Bryant, DC 441, Lots 6, 7, 8 Block 8 in the Black Oak 2nd Subdivision. We had previously relocated his family and acquired his property in fee for the drainage ditch from Colfax to Calhoun.

Mr. Bryant reported that an abandoned truck and debris is on the property we acquired from him. He is concerned that the debris is unsafe and a neighborhood eyesore. Is it also interfering with the ditch and hydrology of the flood project?

He believes that the "dumper" is a former tenant of his named Wayne Robinson who resides at 5030 West 25th Avenue in Gary, Indiana 46406.

Mr. Bryant called again on 8/5/02 to follow-up on what we are doing about the debris. My Memo is to alert you of the situation.

Please contact me if you need more information. Thanks!



CONGRESS ENTERPRISES, INC.

LICENSED DEMOLITION & EXCAVATION CONTRACTORS TRUCKING / HAULING

PETROLEUM PRODUCTS

1001 SOUTH LAKE STREET, GARY, INDIANA 46403 (219) 938-3034 • 938-3620 (FAX) 938-3009

Proposal

Submitted To:
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage Indiana 46368

Portage, Indiana 46368

Attn: James E. Pokrajac, Agent

Land Management Engineering

Job Name:

Clear Prop. of Debris 2923 Tompkins St.

Gary, IN Gary, Indiana Date / Phone:

August 21, 2002

219-763-0696 / Office 219-762-1653 / Fax

This Proposal is submitted based on plans and specifications prepared by CEI and dated 8/21/02

CONGRESS ENTERPRISES, INC. Formally presents this complete quote for the improvement of above site.

This proposal includes all necessary supervision, labor and equipment to complete the above referenced job.

We propose to clear property at the above referenced site of debris and dispose of same at an approved disposal facility.

Total Amount: \$650.00

We thank you for allowing us the opportunity to submit this proposal for your approval.

Frederick Congress, CEO

James E. Pokrajac, Agent, Land Management Engineering



WORK STUDY SESSION ENGINEERING COMMITTEE

September 5, 2002

Bob Huffman, Committee Chairman

- 1. Contractor/local coordination meeting with Highland and COE on September 5th
 - Received memo from Highland on August 14th indicating local concerns with work quality, scheduling, and communications.
 - LCRBDC had meeting with Highland on August 21st & agreed to coordinate a meeting with the COE and contractor.
 - See Attachment #6, 7, 8 in Engineering Report
- 2. Received plans for INDOT project along Indianapolis Blvd.
 - Plans are not finalized for storm sewer and lift station design but will forward them to us when completed. (Anticipate early October)
 - See Attachment #2 & 3 in Engineering Report
- 3. All future projects will have simplified format for minority participation reports
 - See Attachment #12 & 13 in Engineering Report
- 4. A meeting was held with FEMA on August 23rd at the Lake County Surveyor's office to review and discuss re-mapping of floodplains in Lake County, Indiana
 - Purpose of meeting was to answer questions and address local concerns
 - This is the first step of informational gathering
 - Approximate 1 year to develop data and do engineering study and 1 year to develop quality control and mapping
 - Approximate mid-2004 for mapping completion pending on funding
 - Gary portions can be coordinated & removed if:
 - > 100% funded & 50% completed
 - > 6 months waiting period would be OK
 - Removing Gary is part of their objective

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

September 5, 2002

LEGAL ASSISTANTS
DEBRA L. KOZLOWSKI
ANGELA M. OGRENTZ
CAROL E. BERWANGER

FINANCIAL COORDINATOR
JULIE MALKOWSKI

Mr. William Tanke Little Calumet River Basin Development Commission 290 N 250 W Valparaiso, IN 46383

HAND DELIVERED

RE: Commission Insurance

Dear Bill:

I have been asked to research whether it would be prudent for the Little Calumet River Basin Development Commission to cancel its liability and property insurance, as well as directors and officers liability insurance. This request was prompted by Sean Fahey's suggestion that the Little Calumet River Basin Development Commission did not need insurance due to exemptions and immunities provided by the Indiana Tort Claims Immunity Act, as per legal advice provided by the Chief Legal Counsel for the Indiana Department of Natural Resources.

I have thoroughly researched the matter, and recommend that the Little Calumet River Basin Development Commission continue its insurance coverage as requested, I have enclosed a legal memorandum which supports the above stated conclusion.

I have discussed this matter with the Chief Legal Counsel for the Department of Natural Resources and have indicated to her that my recommendation will likely change if the Attorney General of the State of Indiana agrees, in writing, that the Little Calumet River Basin Development Commission should terminate insurance coverage and additionally agrees that the State of Indiana defend the Commission and pay damages and costs on its behalf for claims and judgments. I have not yet received a response to the above request.

Sincerely,

CASALE, WOODWARD & BULS, LLP

Louis M Casale

LMC/amo Enclosures

cc: Dan Gardner, LCRBDC Sean Fahey, DNR

Bankruptcy • Business Litigation • Civil Rights • Creditors Rights • Construction • Corporate • Criminal Defense
Estate Planning • Government Law • Healthcare • Insurance Law • Labor & Employment • Medical Malpractice
Personal Injury • Products Liability • Real Estate • Worker's Compensation

MEMORANDUM

TO: Little Calumet River Basin Development Commission

FR: Louis Casale and Joseph C. Svetanoff

RE: Little Calumet River Basin Development Commission and the Indiana Tort Claims

Act

DA: August 30, 2002

I was asked to do research into four different questions: (1) Can the Little Calumet River Basin Development Commission decide to purchase insurance coverage on its own? (2) Does the Indiana Tort Claims Act apply to the Lake County River Basin Development Commission? (3) If the Indiana Tort Claims Act does apply to the Little Calumet River Basin Development Commission, will it cover all tort claims that might take place? (4) Should the Little Calumet River Basin Development Commission decide to maintain its insurance coverage?

(#1) Can the Little Calumet River Basin Development Commission decide to purchase insurance coverage on its own?

The Little Calumet River Basin Development Commission ("LCRBDC") is defined by Indiana Statutory Law (§14-13-2-1 et. seq.). Under Indiana Statute §14-13-2-5, "<u>The Little Calumet River Basin Development Commission is created as a public body corporate and politic.</u>"

Under the Indiana Tort Claims Act, specifically §34-13-3-20(b)(3), "the state may not purchase insurance to cover the liability of the state or its employees. (b) This subsection does not prohibit any of the following: (3) The purchase of insurance by a separate body corporate and politic to cover the liability of itself or its employees."

The LCRBDC can select at its option to purchase insurance because of its existence as a separate body corporate and politic to cover the liability of itself or its employees.

(#2) Does the Indiana Tort Claims Act apply to the Lake County River Basin Development Commission?

The Indiana Tort Claims Act protects both governmental entities and public employees from certain tort claims action. With a thorough understanding of the definitions relating to the Indiana Tort Claims Act, one should see that the Little Calumet River Basin Development Commission ("LCRBDC") would probably qualify under this Act but we should be aware of the definitional sections of Indiana Statutory law. The following definitional sections have been noted:

- The term "governmental entity" can be found under Indiana Statute §34-6-2-49 (West 2002) and defined as, "'Governmental Entity', ...means the state or a political subdivision of the state."
- The phrase "persons or entities deemed political subdivisions" can be found under Indiana Statute §34-13-3-22 (West 2002) and is defined as: "for purposes of this chapter, the following shall be treated as political subdivisions: (1) a community action agency... (2) an individual or corporation rendering public transportation services..., (3) a volunteer fire department..."
- The term "community action agency" can be found under Indiana Statute §12-14-23-2 (West 2002) and defined as, "community action agency"...means an entity that meets the following conditions... (A) A private nonprofit organization that is geographically located within a community, (B) A private nonprofit organization that is located in a county or counties contiguous to or within reasonable proximity of a community, (C) A political subdivision..."
- The term "state" can be found under Indiana Statute §34-6-2-140 (West 2002) and defined as, "'State': ...means Indiana and its state agencies..."
- The term "state agency" can be found under Indiana Statute §34-6-2-141 (West 2002) and defined as, "'State agency" ...means (1) a board; (2) a commission, (3) a department, (4) a division; (5) a governmental subdivision, including a soil and water conservation district; (6) a bureau; (7) a committee; (8) an authority; (9) a military body; or (10) other instrumentality of the state. However, the term does not include a political subdivision." It is notable that the definition also does not include "public body corporate and politic".
- The term "political subdivision" can be found under Indiana Statute §34-6-2-110 (West 2002) and defined as, "Political subdivision" ...means a: (1) county; (2) township; (3) city; (4) town; (5) separate municipal corporation; (6) special taxing district; (7) state college or university; (8) city or county hospital; (9) school corporation; (10) board or commission of one (1) of the entities listed in subdivisions (1) through (9); (11) drug enforcement task force operated jointly by political subdivisions; (12) community correctional service program...; (13) solid waste management district..."

When examining the case law on the topic of the Indiana Tort Claims Act and municipal corporations the Indiana Supreme Court has adopted a simple yet effective test.

In <u>Greater Hammond Community Services</u>, Inc. v. Mutka, 735 N.E.2d 780 (Ind. 2000), our Supreme Court held that a regional community service organization, which was affiliated with a community action agency, and which helped provide numerous services to disadvantaged persons, was not a "political subdivision" of state, and thus was not a 'governmental entity" protected by Indiana Tort Claims Act; and, the organization was not a governmental entity or political subdivision named by statute, that did not provide uniquely governmental services, and was not a division of another governmental entity. Additionally, <u>Mutka</u> held that a group that is neither specifically named a political subdivision by statute nor engaged in the provision of a uniquely governmental service might not receive the protection of the Indiana Tort Claims Act.

In <u>Metal Working Lubricants Company v. Indianapolis Water Company</u>, 746
 N.E.2d 352 (Ind. App. 2001), the Court of appeals held that ordinarily, the first step in determining governmental immunity is to look at the Tort Claims Act and decide if the entity is entitled to statutory immunity.

In conclusion, from a statutory perspective the LCRBDC probably would qualify as a governmental entity under the Indiana Tort Claims Act. In addition, the Indiana Supreme Court has adopted the <u>Mutka</u> test, which lays out three prongs:

- (1) Is the organization a governmental entity or political subdivision named by statute?
- (2) Does the organization provide a uniquely governmental service? or
- (3) Is the organization a division of another governmental entity?

The LCRBDC would most likely be considered a governmental entity or political subdivision as named by statute. The LCRBDC would be considered an organization that provides a uniquely governmental service and the Indiana Tort Claims Act would apply.

(#3) If the Indiana Tort Claims Act does apply to the Little Calumet River Basin Development Commission will it cover all incidents that might take place?

The Indiana Tort Claims Act protects both governmental entities and public employees from certain tort claims action. Under Indiana Statute §34-13-3-3 (West 2002), a specific listing exists that would allow a governmental entity or an employee acting within the scope of the employee's employment to escape liability for tortuous acts committed. This listing, even though extensive, does not rule out every tort claims scenario that could occur. The following are a few examples of cases related to this subject:

- Mangold v. Indiana Department of Natural Resources, 756 N.E.2d 970 (Ind. 2001), our Supreme Court held that the Indiana Tort Claims Act allows for the commencement of suits against governmental entities for torts committed by their employees, but grants immunity under specific circumstances. Additionally, the Court held that whether a governmental entity is immune from liability under the Indiana Tort Claims Act is a question of law for the court to decide.
- Richardson v. Salaam, 726 N.E.2d 888 (Ind. App. 2000), the Appellate Court held that governmental entities can be liable for tortuous conduct unless the conduct is within the immunity granted in the Indiana Tort Claims Act.
- City of Wakarusa v. Holdeman, 582 N.E.2d 802 (Ind. 1991), the Supreme Court held that deputy marshal who was on patrol for license plate violations when he rear-ended another automobile was not "enforcing law" within meaning of Indiana Tort Claims Act and thus, he was not immune from liability for the collision.

- Scott v. City of Seymour, 659 N.E.2d 585 (Ind.Ct.App. 1995), the Appellate Court held that any failure by city to maintain and repair area of street where plaintiff fell and was injured was not entitled to discretionary immunity...
- <u>Huntley v. City of Gary</u>, 550 N.E.2d 790 (Ind.Ct.App. 1990), the Appellate Court held that State Tort Claims Act did not provide governmental immunity to city and ambulance driver who was involved in automobile-ambulance collision pursuant to discretionary function immunity, even if the ambulance driver might have exercised professional judgment in driving through intersection at which the collision occurred; the ambulance driver was not engaged in formulation of basic policy decisions at the time of collision.

(#4) Should the Little Calumet River Basin Development Commission decide to maintain its insurance coverage?

The Little Calumet River Basin Development Commission ("LCRBDC") should maintain its current insurance coverage for the following reasons:

- The LCRBDC can elect as a "public body corporate and politic" to purchase liability insurance to cover the liability of itself or its employees.
- It is clear that the LCRBDC probably does qualify as a governmental entity under the Indiana Tort Claims Act.
- The Indiana Tort Claims Act will cover certain scenarios but other possible tort claims that are not listed could occur that would not be covered by the Act.

For the reasons cited herein, I believe it is prudent to continue carrying general liability property damage and directors and officers liability insurance.

Respectfully submitted,

Louis M. Casale

CREDITED	
Cash escrow – construction	\$6,973,000
IDNR properties	\$1,225,000
Commission lands	\$1,797,857
Engineering/survey credit	\$ 861,004
Engineering/Real Estate costs-submitted	\$ 449,664
Utility Relocation (thru 1999)	\$1,192,741
Borrow Sites	\$ 144,910
Legal costs	\$ 538,548
Contract land acquisition credit	\$ 477,119
	\$13,659,843
CURRENTLY SUBMITTED/UNDER REVIEW	
Administrative (by Sandy)	\$
, ,	,
ELIGIBLE ADMIN CHARGES SUBMITTED 8/30/02	\$ 829,282
CREDIT SUBMITTED THAT WAS RETURNED	
FOR FURTHER DOCUMENTATION	
Commission lands	\$ 566,062
ADD'L LAND CREDIT SUBMITTED PENDING APPRO	VAL
	\$ 6,895
LANDS NOT YET BEGUN TO BE CREDITED	\$2,775,777
CREDITED	
SECTION 104	\$1,667,200
NON-CREDITABLE ITEMS	
Base Capital invested	\$ 700,000
Burr Street escrow	\$1,703,000
Burr St. costs incurred	\$ 406,049
Misc. Betterment escrow	\$ 191,000
(Lake Etta & Deep River)	
IDNR expenditures	\$4,715,650
Marina costs incurred	\$1,069,000
Lake Etta costs incurred	\$ 568,478
	\$9,353,177
TO BE RE-SUBMITTED	
Borrow Sites (difference of what we	
submitted & what you credited)	\$ 35,040
Difference on Hohman Avenue	
pumping (Sec.104) of what they	
spent & what you credited	\$ 290,762
	\$325,802
DENIED CREDIT	
Property Liability Insurance	\$254,591
COSTS NEEDING TO BE REVIEWED	
	\$ 7-8 million
Highway Bridge issue Burr Street Betterment Levee	\$ 4.5 million

PROPOSED PRIORITIES FOR USE OF 2001-03 STATE BUDGET DOLLARS 15 MONTH SCHEDULE (May, 2002 thru August, 2003) Revised: September 5, 2002

\$1,761,439 400,000	Cash to draw upon currently available from the \$3 million State Budget funds Administration costs (Jim Pokrajac, Judy Vamos, Lorraine Kray, Sandy Mordus, Lou Casale, Jim Flora) <u>Expended to date \$129,698.62</u>		
\$1,361,439 266,000	COE escrow payment due October, 2002 (7% Cash contribution) Expended to date \$266,000		
\$1,095,439 - 250,000	Estimate for mitigation costs (Figure ½ of \$500,000 earlier committed. Needed for "good faith effort") <i>Expended to date \$9,259</i>		
\$ 845,439 - 25,000	Burr Street acquisition committed. Offers in process. <u>Expended to date \$4,585.61</u>		
\$ 820,439 - 700,000	Kennedy Industrial Park property acquisition (VI-1) – (20 parcels) Expended to date \$31,768		
\$ 120,439 - 75,000	Utility relocation engineering money (VI-1 & VI-2) – (approx. 16 relocates) <u>Expended to date \$ 0</u>		
\$ 45,439 - 45,439	Estimate of ongoing title work costs for crediting purposes Expended to date \$35,999		
-0-	Items not included in budget <u>Expended to date \$114,340.88</u>		
Total expenditures to date as of 9/5/02			
Remaining monies available for drawdown as of 9/5/02 <u>\$1,188,533</u>			

<u>REMAINING \$2.5 MILLION CURRENTLY RECISED BY GOVERNOR O'BANNON</u> <u>FROM BUILD INDIANA FUNDS FOR DEFICIT REDUCTION</u>

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

Items not included in budget \$114,340.88

Purchase price of DC765 Willie Cusic (East Reach property)	\$ 2,000.00
Taxes on DC707 Lake County Treasurer (East Reach property)	\$ 1,935.74
Purchase price of DC786 Paul Allen (East Reach property)	\$ 1,800.00
Purchase price of DC752 Elijah Cole (East Reach property)	\$ 1,700.00
Recording of deed for DC765 Lake Co. Recorder's Office (East Reach)	\$ 14.00
Engineering services Garcia LE for Stage III Remediation	\$ 2,760.00
Engineering services Garcia LE for Stage III Remediation	\$ 500.00
Property liability insurance (Valparaiso Insurance)	\$26,178.50
WIND cost of replacing copper ground wire DC59	\$57,782.00
WIND cost of fencing around open pit area DC59	\$ 4,200.00
Legal notice publications for farm property – Post Tribune	\$ 16.62
Legal notice publications for farm property – Times	\$ 17.12
EJ&E utility relocation cost at SIV-1S	\$ 2,008.70
Edward & Monica Johnston - Acquisition of DC483	
(Uniform Land Offer already out)	\$ 9,686.20
Area Plumbing – Removal of Taborski garage SIV-1N	\$ 3,742.00

CREDITED	
Cash escrow – construction	\$6,973,000
IDNR properties	\$1,225,000
Commission lands	\$1,797,857
Engineering/survey credit	\$ 861,004
Engineering/Real Estate costs-submitted	\$ 449,664
Utility Relocation (thru 1999)	\$1,192,741
Borrow Sites	\$ 144,910
Legal costs	\$ 538,548
Contract land acquisition credit	\$ 477,119
•	\$13,659,843
CURRENTLY SUBMITTED/UNDER REVIEW	
Administrative (by Sandy)	\$
ELIGIBLE ADMIN CHARGES SUBMITTED 8/30/02	\$ 829,282
CREDIT SUBMITTED THAT WAS RETURNED	
FOR FURTHER DOCUMENTATION	
Commission lands	\$ 566,062
ADD'L LAND CREDIT SUBMITTED PENDING APPRO	OVAL
	\$ 6,895
LANDS NOT YET BEGUN TO BE CREDITED	<u>+</u> \$2,775,777
CREDITED	
SECTION 104	\$1,667,200
NON-CREDITABLE ITEMS	
Base Capital invested	\$ 700,000
Burr Street escrow	\$1,703,000
Burr St. costs incurred	\$ 406,049
Misc. Betterment escrow	\$ 191,000
(Lake Etta & Deep River)	04 = 4 = 4 = 0
IDNR expenditures	\$4,715,650
Marina costs incurred	\$1,069,000 \$ 569,479
Lake Etta costs incurred	\$ 568,478 \$9,353,177
TO BE RE-SUBMITTED	φ9,333,17
Borrow Sites (difference of what we	
submitted & what you credited)	\$ 35,040
Difference on Hohman Avenue	Φ 55,010
pumping (Sec.104) of what they	
spent & what you credited	\$ 290,762
Special Control of Control	\$325,802
DENIED CREDIT	
Property Liability Insurance	\$254,591
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COSTS NEEDING TO BE REVIEWED	¢ 7 0 ····\$11\$
Highway Bridge issue	\$ 7-8 million \$ 4.5 million
Burr Street Betterment Levee	9 4.5 mmon

CREDITED	
Cash escrow – construction	\$6,363,000
IDNR properties	\$1,200,000
Commission lands	\$1,212,654
Administrative/engineering credit	\$1,684,903
Utility Relocation (thru 1999)	\$ 922,011
	\$11,382,568
CREDITED	
SECTION 104	\$1,667,200
	\$1,667,200
NON-CREDITABLE ITEMS	
Base Capital invested	\$ 700,000
Burr Street escrow	\$1,703,000
Burr St. costs incurred	\$ 406,049
Misc. Betterment escrow	\$ 191,000
(Lake Etta & Deep River)	ŕ
IDNR expenditures	\$4,715,650
Marina costs incurred	\$1,069,000
Lake Etta costs incurred	\$ 568,478
	\$9,353,177
CURRENTLY SUBMITTED/UNDER REVIEW	
Commission lands (by Lorraine)	\$ 428,417
Administrative (by Sandy)	\$ 233,146
Engineering/Lands submitted (thru 99)	\$ 558,159
Survey costs submitted (thru 99)	\$ 119,089
Property Liability Insurance	\$ 254,591
	\$1,593,402
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TO BE RE-SUBMITTED Borrow Sites (difference of what we	
Borrow Sites (difference of what we	\$ 35,040
submitted & what you credited) Difference on Hohman Avenue	\$ 35,040
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spent & what you credited	
	\$325,802
COSTS NEEDING TO BE REVIEWED	
Highway Bridge issue	\$ 7-8 million
Burr Street Betterment Levee	\$ 4.5 million
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Conserving Land for People August 2, 2002

BY FACSIMILE (219-762-1653):

Mr. Dan Gardner Little Calumet River Business Development Commission 6100 Southport Portage, IL 46368

Re: Hobart mitigation land

Dear Dan:

It was good to talk to you recently about your plans to acquire land in the Hobart area for wetlands mitigation. We would be interested in assisting the Commission and would like to meet with you to learn more. We also thought you might appreciate more information about TPL and how we work.

What is the Trust for Public Land

The Trust for Public Land, or TPL, is a national, non-profit land conservation organization that assists public agencies in acquiring land that is of natural, historical or cultural importance. TPL is based in San Francisco and has 38 offices around the country. The Chicago Office opened in 1999 and serves the tri-state region.

Experience in Acquiring Land and Addressing Unique Landowner Issues

Since TPL's founding 30 years ago, we have conserved over 1.25 million acres with a fair market value of over \$1 billion in over 1000 separate transactions. TPL helps property owners and agencies complete complex land transactions by providing reliable professional services, knowledge and expertise.

Since 1999, the Chicago Office has successfully acquired over \$17 million in completed transactions to expand parkland and green space within the City of Chicago ranging from a single lot to a 19-acre community park. In 2001, we added two full-time project managers to enable us to serve a broader geographic area. In addition to our urban parks work, we are now actively working to assemble large woodland and wetland tracts at the fringe of the metro area.

The Trust for Public Land Chicago Office 53 W. Jackson Boulevard Suite 632 Chicago, IL 60604

(312) 427-1979 Fax (312) 408-1733

www.tpl.org

How TPL Works

TPL acts quickly and independently to acquire land in its own name from willing landowners for conservation. TPL's role as a principal, able to act in confidence, can achieve the results that often are the difference between success and failure in an acquisition. It is TPL's intention that the property be preserved and used eventually for public, open space and recreational purposes, however, it is entirely up to a public agency as to whether or not it wants to acquire the property from TPL

TPL is experienced in understanding appraisals and negotiating purchase agreements, as well as performing all aspects of due diligence investigation, including title review and environmental investigation. TPL also understands the need to coordinate all aspects of our investigation with public agency staff to ensure that the legal and physical condition of the property is acceptable to the ultimate owner and property manager. If the public agency has decided to acquire the property, the land is sold by TPL at fair market value as established by a government-approved appraisal. TPL would coordinate with the Commission's appraiser to ensure that the Commission is satisfied with the purchase price.

What does TPL Charge for our Services?

TPL works at its own risk. We believe that public agencies have enough burden in just paying for the land. Our business philosophy is to charge the government only for the land, and to obtain our operating support from landowners and other philanthropic sources. A public agency is under no financial obligation to TPL until a specific purchase agreement has been entered into with TPL.

Landowners often donate a portion of their land value (or make a separate charitable cash donation) at the time of sale in recognition of the value that TPL brings to them. Dealing with a private party like TPL often gives landowners greater comfort that the sale will occur quickly, with less likelihood for delay or change in priorities. The landowner also may deduct the value of the donation on their income taxes. If a landowner is unable to make a charitable contribution, TPL will ask the landowner to cover our costs through a professional services fee.

Staff Qualifications and Capacity

The Trust for Public Land has over 400 employees nationwide and is committed to training and financial support of its regional, state and field offices. TPL's Chicago Office opened in 1999 and currently includes four full-time staff members (director, 2 project managers and administrative assistant). Legal, accounting, fundraising and public affairs support are provided through TPL's Midwest regional office in St. Paul, Minnesota. TPL also benefits from a broad national network of real estate advisors who help us make connections and solve problems.

Key personnel who would be involved in this project include:

Chris Slattery, Chicago Office Director. Chris is primarily responsible for administration, planning, and management of the Chicago office as well as land acquisition projects. Prior to opening the Chicago office in 1999, Chris served as Deputy Commissioner of Zoning for the Chicago Department of Planning & Development, and worked as a land use attorney in private practice.

Mike McCurdy, Real Estate Project Manager. Mike joined TPL's Chicago office in June 2001 and brings with him real estate experience as well as a unique understanding of public agencies. As City Manager for the City of Olathe, Kansas, Mike worked with TPL to preserve land for future park use. Mike has also worked as a consultant to private developers and has served as the Village Manager for the Village of Downer's Grove, Illinois, and other municipalities.

Al Raymond, Midwest Regional Director of Projects. Al has been with the Midwest regional office of the Trust for Public Land (TPL) in Minneapolis since its inception in 1990, becoming the director of projects in 1997. He is responsible for delivery of TPL's services throughout twelve states of the Midwest and has successfully completed over 50 conservation transactions.

Maggie Madden and Mike Zender, Midwest Regional Counsel. Legal services to the Chicago Office are provided by two in-house attorneys, each with over 15 years experience in completing real estate transactions throughout the Midwest. Prior to joining TPL, both were in private practice specializing in real estate finance transactions.

Additional information about our recent work around the country can be found at www.tpl.org. I will also mail you copies of our national magazine and local newsletters

I hope that this information is helpful. We appreciate the opportunity to be of service and look forward to meeting with you to learn more about your needs.

In the meantime, please feel free to give me a call at (312) 427-1979 x101 if you need any additional information.

Very truly yours,

Christine K. Slattery Director, Chicago Office

Enclosures (by mail):
National brochures
2001 Annual Report
2000 & 2001 Chicago newsletters

LAND ACQUISITION REPORT

For meeting on Thursday, September 5, 2002 (Information in this report is from July 26, 2002 – August 27, 2002)

STATUS (Stage III) - Chase to Grant:

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

STATUS (Stage III) - REMEDIATION

Pumping west of Grant Street

- 1. Status of Right-of-Entry:
 - ROE was signed by the LCRBDC on April 4th, 2002.

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

- 1. The tentative schedule for this project as of July, 2002 is for advertisement in December 2005, construction start in spring 2006, and completion in the fall of 2007.
- 2. Wicker Park appraisal is currently under COE review.

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

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

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

- 1. Appraisals for Highland town, park, and Public Works parcels were sent to reviewer on 7/31/02 and are being reviewed by the COE.
- 2. We received an appraisal for the Burger King property west of Cline Avenue in the amount of \$90,000. This was sent to the COE chief appraiser to review on August 7th. 2
 - We presented this preliminarily to the COE on July 26th for design reconsiderations that could save considerable money on project costs. (Awaiting COE review)
- 3. Appraiser has been slow to submit the Kennedy Industrial Park appraisals. He has agreed to complete the mass appraisal for all the properties by 10/1/02. COE review to take 2-3 weeks. Offers could be out by mid to late October. This allows only 1 year to acquire the easements. Present deadline for Stage VI-1 is 10/1/03.
- 4. A survey was completed by GLE based upon modified coordinates from the COE for Quincy Court Partnership and it was found that some of the building was still within the work limits.
 - A letter was sent to the COE on 8/22/02, along with the survey data, requesting modifications to their coordinates to exclude the building.

5

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

1. We had a meeting with the COE on July 17 to review coordination, design, and real estate for Stage VI-2. RANI ENGINEERING was on a conference call. In a phone conversation on 8/27.02 COE indicated they are modifying their contract with RANI

Engineering and will probably have drawings complete by mid-September. Stage VI-2 present deadline is 10/1/03.

 We anticipate real estate drawings from RANI (2) weeks after they receive final information from the COE regarding engineering issues.

6-8

9

• Imad anticipated the COE will have this to RANI by mid-August.

STATUS (Stage VII) - Northcote to Columbia:

- 1. Acquisition in this area will be in sequence, working westward from Cline Avenue (by stage and phase) due to hydrology considerations.
- 2. COE Real Estate Dept. is proposing that we deviate from Federal policy and acquire bike trail easements on the levee instead of fee purchases. A sample easement was sent on 8/13. Attorney will review the easement and call the COE.

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

1. Mr. and Mrs. Gleason, landowners west of Hohman, are waiting for our response to a meeting with Jim Mandon in Munster about their street flooding in heavy rains. Meeting has yet to be scheduled.

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. Clean-up acquisition continues for those offers already sent. No new offers will be sent due to funding problems.

IN-PROJECT MITIGATION:

1. Contract was advertised 8/7/02 for 2 phases: Implementation and maintenance. Contract award date is 9/30/02. Construction will probably start 2002 and continue in 2003.

HOBART MARSH MITIGATION:

- 1. Two mitigation appraisals were received on 8/19/02 and sent to COE reviewer on 8/22/02. Once appraisals are approved, offers can be sent out. Nozrik estate (3rd appraisal) is tied-up in IRS estate research. 2 more appraisals were assigned week of 8/2/02.
- 2. Mitigation schedule on time. First offers in Hobart Marsh expected to be sent in mid-September.



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 31 July 2002

Mr. Gregory Dorword, Chief Appraiser
U.S. Army Corps of Engineers Pittsburgh District
1000 Liberty Avenue
1802 Moorhead Federal Building
Pittsburgh, PA 15222-4186

Dear Greg,

RE: Appraisal reviews for Highland, Indiana Town owned properties

Enclosed in this mailing are three (3) appraisals from Dale Kleszynski for the following:

1.) DC 1048
Owner Highland, Indiana Public Works Department

- 2.) DC 1049, 1046, 1045, 1020, 1043, 1008, 1007, 1006, 1009, 1005, 1050 Owner is the Town of Highland, Indiana
- 3.) DC 1047, 1044, 1031, 1025, 1042 Owner is the Highland, Indiana Parks Department

These were completed before our meeting on 7/23/02 and are done the "old" way. Please review them for your approval and contact me if you have questions. Thanks!

Respectfully,

Judith (Judy) Vamos Land Acquisition

Enclosures:



DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS 111 NORTH CANAL STREET CHICAGO IL 80808-7208

August 7, 2002

Project Management Division Real Estate Branch

SUBJECT: Little Calumet River Flood Control and Recreation Project; Real Estate Appraisal Review for Tract DC1010-D

Mr. Greg Dorward Chief Appraiser Pittsburgh District, Real Estate Division U.S. Army Corps of Engineers 1000 Liberty Avenue Pittsburgh, Pennsylvania 15222-4186

June 1966

17-59 357 20

Dear Mr. Dorward:

I have enclosed an Appraisal for Tract DC1010-D of the Little Calumet River Flood
Control and Recreation Project for your review. Thank you for your assistance with this matter.

If you have any questions please call me at 312-353-6400 extension 5010.

Respectfully,

Chrystal Spokane Realty Specialist

Enclosure

Copy Furnished (w/out encl):
Dan Gardner, LCRBDC
Jim Pokrajac, LCRBDC
Judy Vamos, LCRBDC
Imad Samara, PM-PM
Khallid Maali, ED-DC



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

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DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER

Executive Director

LOUIS CASALE Attorney July 26, 2002

Mr. Imad Samara U.S. Army Corps of Engineers 111 N. Canal Street

Chicago, Illinois 60606-7206

Re: Stage VI-P1 Burger King property

Dear Imad:

Enclosed is a copy of the appraisal for the old Burger King property (DC1010-D) located at the southwest corner of the frontage road and 179th Street, west of Cline Avenue and north of the Little Calumet River. As discussed in our V.E. meeting with the Development Commission's Engineering Committee, this area was one that we wanted to do an economic analysis in order to save money on the project. This appraisal was valued at \$90,000 to purchase the entire parcel of land along with the vacated building. Will you please make arrangements to have an economic analysis done in this area to compare the cost (as is currently proposed) using an I-wall versus the substantiation of constructing an earthen levee.

If you have any questions or need any further information regarding real estate or this appraisal, you may contact Judy Vamos. If you have any questions regarding the engineering modifications, you may contact Jim Pokrajac.

Sincerely,

Dan Gardner
Executive Director

/sjm encl.

cc:

Jim Pokrajac Judy Vamos Khallid Maali



MEMO

TO:

Dan Gardner, Executive Director

FROM:

Judy Vamos, Land Acquisition

DATE:

26 August 2002

cc: Fax Delivered to: Imad Samara, Project Manager, USACE

Chrystal Spoken, Realty Specialist, USACE

Lou Casale, Attorney, LCRBDC

SUBJ:

Stage VI-1

Kennedy Industrial Park Appraisal Problems

Dale Kleszynski, Appraiser

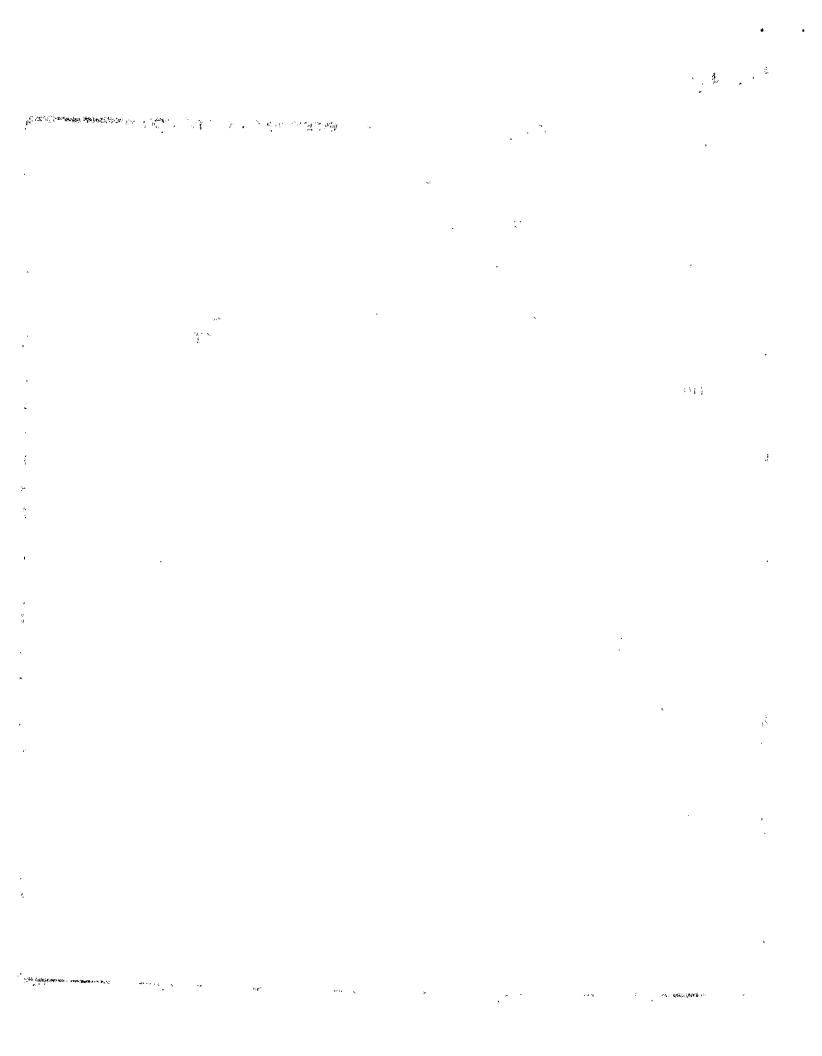
My Memo today will explain the delay in the Stage VI-1 Kennedy Industrial Park appraisals.

Dale and I spoke on 8/23/02 and met today about his progress on the appraisals. He's currently working on correcting two of the Highland town, park department, and public works appraisals reviewed in August.

I again explained the 10/1/03 acquisition deadline for Stage VI-1 and he has agreed to work with Corps Appraisal Reviewer Greg Dorword on a Mass Appraisal format instead of the usual before-and-after narratives. Dale will submit the 17 landowner appraisals to Greg as they are completed over the next five weeks. He has agreed to have everything finished and delivered to me by 10/1/02 or sooner. I expect Greg to complete his review in the first two weeks of October unless there are unforeseen problems. Uniform Easement Offers could then be mailed by mid-October.

The \$700,000 budgeted for Kennedy Industrial Park will be committed to acquisition in October 2002 once the offers are mailed to landowners.

Please contact me if you have questions and thank you for your time.





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

August 22, 2002

ROBERT HUFFMAN, Vice Chairman Governor's Appointment

CURTIS VOSTI, Treasurer Governor's Appointment

JOHN MROCZKOWSKI, Secretary Governor's Appointment

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MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE

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 memorandum from Garcia L.E. & Associates along with a drawing showing the flood protection easement in the area of the Quincy Court Partnership. This was based upon information they received from you showing modifications to the levee easement to avoid having to take the building. As you can see on the attached drawing, there is still a portion of the building that is within the easement you have modified. Will you please make the proper adjustments in order to eliminate the necessity for taking this building? If you have any questions, please call me.

Sincerely,

James E. Pokrajac, Agent Land Management/Engineering

/sjm enci.

CC:

Khallid Maali Chrystal Spokane Jeff Yatsko Judy Vamos



6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

real to both

WILLIAM TANKE, Chairman Porter County Commissioners' Appointment

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MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE Attorney 15 August 2002

Mr. Lou Casale, Attorney Casale, Woodward 7 Buls 9223 Broadway Suite A Merrillville, IN 46410

Dear Lou,

RE: Recreation fee easements on bike trial easements in Stage VII. FAX Delivered: 219-736-9991 on 8/15/02

On 7 August 2002 I had a conversation with Realty Specialist Chrystal Spokane about acquiring fee purchases for bike trails atop the Stage VII levees in the West Reach.

Recreation acquisitions are required by the Corps to be fee purchases, however, we did not purchase bike trails in the City of Gary for fee. Gary did not want to sell its property so we had an agreement with the City to use permanent easements for bike trails. The Corps also agreed.

Now we come to Stage VII and Chrystal is anticipating perhaps the same response from the West Reach communities of Highland, Hammond, Munster – no fee purchases. She suggests we acquire recreation bike trails as permanent easements rather than 10 foot fee purchases on the levee and decide the issue now rather than later. It will also make our appraisals easier to complete.

Enclosed with this FAX is an e-mail from Chrystal and a sample easement with the new wording. Please review and let me know your thoughts on this.

Thank you.

Respectfully,

Judith (Judy) Vamos

Land Acquisition, LCRBDC

Judy Vamos

From:

To: Cc: "Spokane, Chrystal L LRC" <Chrystal.L.Spokane@lrc02.usace.army.mil>
"LCRBDC (E-mail)" tittlecal@nirpc.org>; "Judy Vamos (E-mail)" <jvamos@nirpc.org>
"Wilkins, Erika L LRC" <Erika.L.Wilkins@lrc02.usace.army.mil>; "Samara, Imad LRC"

<lmad.Samara@lrc02.usace.army.mil>

Sent:

Tuesday, August 13, 2002 8:45 AM

Attach:

bike_tra.pdf

Subject:

Lil Cal - Stage VII, Bike Trail Estate

Dan & Judy -

For the bike trail in Little Cal's Stage VII (North), we can add language to the levee easement (sample attached) so that it will not be necessary to take the bike trail in fee. Let me know what you think...if you agree I can forward the language (thru Division to HQ) for approval.

Thanks, Chrystal Spokane Realty Specialist U.S. Army Corps of Engineers 111 N. Canal Street, #600 Chicago IL 60606

phone: 312-353-6400 ext 5010

Estate Taken:

- (a) As to Tract No. 400E, the following perpetual and assignable rights and easements including all appurtenances thereto:
 - (i) To construct, maintain, repair, operate, patrol and replace a flood protection
 - (ii) For the location, construction, operation, maintenance, alteration and replacement of a bicycle/pedestrian trail;
 - (iii) For the location, construction, operation, maintenance, alteration, repair and patrol of underground storm water pipelines;

together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however to existing easements for public roads and pipelines.



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

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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 22 August 2002

Mr. Gregory Dorword, Chief Appraiser
U.S. Army Corps of Engineers Pittsburgh District
1000 Liberty Avenue
1802 Moorhead Federal Building
Pittsburgh, PA 15222-4186

Dear Greg,

RE: Two important appraisals for your review (DC M-1 and DC M-3) by Appraiser Janet O'Toole.

Enclosed in this mailing are two very important appraisals to be reviewed.

These are the first two potential fee acquisitions for our Mitigation Plan which requires that we acquire property outside our jurisdiction in an environmental area named the Hobart Marsh in Hobart, Indiana. We must acquire 400 acres in the Hobart Marsh area to receive a Indiana Department of Natural Resources Construction Permit for construction in the West Reach of the flood project.

I respectfully ask that you view these appraisals as top priority and review them as quickly as possible so we may send out offers to the landowners.

Please call me or Janet if you have questions. I send my grateful thanks and appreciation for your cooperation. Thanks, again.

Respectfully,

Judith (Judy) Vamos Land Acquisition

Judy Vamor

Enclosures:



·Little Calumet River Basin Development Commission

MEMO

TO:

Dan Gardner, Executive Director

FROM:

Judy Vamos, Land Acquisition

DATE:

29 July 2002

SUBJ:

Update on Hobart Marsh Mitigation

Hobart Marsh Mitigation: First two offers out by 16 September 2002

7/29/02 - Appraisals assigned to appraiser to complete in three weeks.

8/19/02 - Appraiser completes appraisals and submits appraisals to LCRBDC.

8/21/02 - LCRBDC reviews and submits appraisals to Corps for Review.

8/26/02 - Corps reviewer reviews appraisals in two to three weeks.

9/10/02 - Corps reviewer returns approved appraisals to LCRBDC.

9/16/02 - LCRBDC mails first offers for mitigation acquisition in Hobart Marsh.

Contact me if questions. Thanks.

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AMENDMENT OF SOLICITATION/MO	ODIFICATION OF CO			nstructi		1	2
AMENDMENT/MODIFICATION NO. P00007 (FC-08.10)	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURC W81G66031150		EQ. NO.	5. PROJECT	NO. (If)	Applicable)
ISSUED BY CODE		7. ADMINISTERED BY	(If other	than item 6)	CODE	DACW2	23
CHICAGO DISTRICT 111 North Canal Street Suite 600 Chicago, IL 60606-7206		USAED, Chica Calumet Area 906 Griffith Griffith, IN	Off:	ice levard			·
NAME AND ADDRESS OF CONTRACTOR (No., Str.	eet, County, State and Zip Code	<u> </u>		9A. AMENDMEN	IT OF SOLICITA	TON NO.	
Overstreet Engineering & Cons 4220 N. Davis Highway Bldg. I Pensacola, FL 32503	struction	,		9B. DATED (S	EE ITEM 11)		
¥							
				10A. MODIFIÇA	TON OF CONT	RACT/OR	DER
e e e e e e e e e e e e e e e e e e e			x	DACW27-	-01-C-000 SEE ITEM 13)	8 NA	
CODE	FACILITY CODE			21 Feb	2001		
11. THIS ITEM A The above numbered solicitation is amended a	APPLIES ONLY TO AM				is extend		is not ex
A. THIS CHANGE ORDER IS ISSUED PURSUANT TRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS SET FORTH IN ITEM	ED FOR THE RECEPT OF (amendment you desire to cence to the solicitation and ES ONLY TO MODIFIC CONTRACT/ORDER I TO: (Specify Authority) MODIFIED TO REFLECT THE 14, PURSUANT TO THE AUTH	ATIONS OF CONTI NO. AS DESCRIBE THE CHANGES SET FO	RACTS DIN I	AND DATE SF ed, such char ad prior to the GORDERS EM 14.	ECIFIED MAY nge may be ma opening hour a	RESULT ade by te and date	legram or
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE	D INTO PURSUANT TO AUTH	ORITY OF:		_			
D. OTHER (Specify type of modification and authori	ity)				•		
S MADORIANTS: Controlled [V] is not	le required to sign this	document and return of	original	n bne	onies to the iss	suing offi	ice
E. IMPORTANT: Contractor X is not, 14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section her						
Contract for N. 5th Avenue Pr				•			
Reference No. R00007	ump beatfour at b.	iccic carames .		,			
SS007 Continued Contract	Funding - \$850.	000.00					
See Page 2.	, , _ , , , , , , , , , , , , , , , , ,						
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except as provided herein, all terms and conditions	of the document reference	ed in Item 9A or 10A) as	s hereig	fore changed	, remains unch	nanged a	nd in full
orce and effect. 15A, NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE C	F ÇON	RACTING OFF	ICER (Type	or print)	
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15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF		CA		16C. DA	SIGNED
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(Signature of person authorized to sign)			ire of Co	ntracting Officer		<u> 20 (f</u>	REV. 10-83)
SN 7540-01-152-8070 REVIOUS EDITION UNUSABLE	. 30-1	05-2	•		ARD FORM I ED BY GSA	JU // (NEV. 10-03)

MODIFICATION OF CONTRACT

DATE SIGNED

PAGE OF PAGES

See Block 16C

2

Contract No:

DACW27-01-C-0008 NA Reference No. R00007

Modification No: P00007

Overstreet Engineering & Construction

Contractor:

Contract Title: N. 5th Avenue Pump Station Location: Little Calumet River, Indiana

12. ACCOUNTING AND APPROPRIATION DATA (Continued)

APPROPRIATION

Total

\$0.00

SEE ATTACHED APPROPRIATION REPORT

14. DESCRIPTION OF MODIFICATION (Continued)

A. SCOPE OF WORK

SS007

Continued Contract Funding - \$850,000.00

Continuing Contract Funding - This modification increases the amount available for payment by the sum of \$850,000.00.

B. CHANGE IN CONTRACT PRICE

Total contract price is unchanged.

C. CHANGE IN CONTRACT TIME

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

D. CLOSING STATEMENT

In accordance with SPECIAL CONTRACT REQUIREMENTS clause "CONTINUING CONTRACTS," this modification INCREASES the amount available for payment under this Contract by the sum of \$850,000.00. Under the provisions of this clause and other Contract clauses, the sum of \$1,629,523.93 is reserved and available for payment.

DEPARTMENT OF THE ARMY

CHICAGO DISTRICT, CORPS OF ENGINEERS 111 NORTH CANAL STREET

CHICAGO, IL 60606-7206 AMG 1 5 2002

REPLY TO ATTENTION OF

Construction-Operations Division Calumet Area Office

SUBJECT: Contract No. DACW27-01-C-0001

Pump Station Rehabilitation Phase 1A

Hammond Sanitary District Little Calumet River, Indiana

Contract No. DACW27-01-C-0008 Little Calumet River Hammond Sanitary District

Lake County, Indiana

Minority Reporting Format

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

Dear Mr. Pokrajac:

This correspondence is in response to your letter dated July 23, 2002, requesting an additional format for the Minority Participation Report. The new format was developed by Mr. Robert B. Smolar, of this office, as a result of mathematical calculation errors that have been found on the recent Minority Utilization Reports submitted by the contractor.

Historically, this office has forwarded for your use the Minority Utilization Report as submitted by the contractor in accordance with Section 00800 1.11 Notice of Requirement for affirmative Action to Ensure Equal Employment Opportunity (APR 1984) FAR 52.222-23; Section 00700 Affirmative Action Compliance Requirements for Construction; and Section 01100, Paragraph 1.18 Minority Data (FAR 52.222-27), for contracts DACW27-01-C-0001 and DACW27-01-C-0008. Past report submissions to your office have been with the understanding that your office would process the Minority Participation Data for internal distribution within your office.

This office will request the Contractor to provide the simplified summary in future submissions of the Minority Reports. For past contracts, all contract records have been processed to Government Records Centers and are inaccessible. However, I believe that with the Minority Participation Reports we have previously sent you during the completion of the contracts, you could develop a similar summary report for your use.

Currently, this office will pursue to having all current contractors utilize this revised format; and will work to have this format incorporated into future contracts. If you have any questions concerning this matter, please contact Mr. Robert B. Smolar at (219) 923-1763/4.

Sincerely,

Thomas A. Deja, P.E.

Area Engineer

Calumet Area Office

Robert B. Amolas



Little Calumet River Basin Development Commission

6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1650 E-mail: littlecal@nirpc.ord

WILLIAM TANKE, Chairman Porter County Commissioners' Appointment

July 29, 2002

ROBERT HUFFMAN, Vice Chairman Governor's Appointment

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MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER

Executive Director

LOUIS CASALE Attorney Mr. Tom Deja U.S. Army Corps of Engineers 906 Griffith Blvd. Griffith, Indiana 46319

Dear Tom:

Re: Completed Levee Inspection

On Thursday, July 11, I drove the completed levee segments to investigate the current condition of the levees for an upcoming mowing contract. I drove the entire recreational trail from the EJ&E RR all the way to Martin Luther King Drive. There were several items I noted that I was hoping you might be able to address in any upcoming contracts. Some of these items are as follows:

- 1. There are 2 settlement gauges still protruding above the stone trail that need to be removed below grade in order to allow the Development Commission to do trail maintenance. One of them is located approximately half way between Burr Street and Clark (south of Lake Etta) near the USGS monitoring station. The other is located on the south levee approximately ½ to ½ mile east of Grant Street.
- 2. Half-way between Grant and Harrison on the south levee (Stage II Phase 3C) we installed an observation deck, it was noted that someone had set a fire and destroyed several planks as well as some of the supporting structural members.
- 3. On the west side of Clark Street, the trail sign has been knocked or pulled down by vandals.
- 4. As you had previously indicated to us, there are 2 bollards that have been destroyed at the extension of Arbogast going up to the Burr Street Betterment levee.

It is our intent to mow all of the levees from Burr Street through Martin Luther King Drive. This project should be starting in the first full week of August and take no longer than one week to complete. As a note, contractors that are bidding on this have told me THE WAR AND THE PARTY OF THE PA Arthur Commence of the Arthur •

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Tom Deja July 29, 2002 Page 2

that the clearance between existing bollards is very minimal (approximately 8' clear), and may not allow them to get their equipment into those areas to mow. Would it be possible on future construction, to have a minimum of 9' of clearance between the bollards to permit their access on and off the levees?

Sincerely,

James E. Pokrajac, Agent, Land Management/Engineering

/sjm

cc:

Imad Samara Ed Kawatka Emerson Delaney Bob Huffman

RESULTS OF REAL ESTATE MEETING 15 AUGUST 2002 ARMY CORPS and LCRBDC

CONFERENCE CALL TODAY IN ATTENDANCE:

LCRBDC

COE

Dan Gardner Sandy Mordus Jim Pokrajac Judy Vamos

Imad Samara Chrystal Spokane

1.) CREDITING:

Lorraine Kray reported that there are 192 DC files yet to be credited: 32 need appraisals brought up to the 9/26/90 land value. Title work will cost \$55,000. The total credit value is expected to be approximately \$2.4 million. Dan needs these figures to explain the crediting gap to the state.

The problem in getting these files credited is the extensive time involved in doing re-appraisals and paperwork on each file. There was discussion about possible extra help for crediting, but money is the problem. Judy also explained the difficulty in recruiting local appraisers who do not qualify or want to submit to the Federal Corps Review process.

2.) APPRAISALS UPDATE

Judy reported that a meeting was held on 23 July with appraiser Dale Kleszynski, Pittsburgh Corps Appraisal Reviewer Greg Dorword, and Cincinnati District Appraisal Chief Paul Klote to decide a format for the Kennedy Industrial Park appraisal. They agreed on a mass appraisal format that will speed up the acquisition procedure. Dale will start immediately. Judy explained that money has been budgeted for the Kennedy Industrial Park acquisitions and that offers should be sent ASAP to meet the 10/1/03 acquisition deadline for Stage VI-1 and 2.

3.) MITIGATION

In-project – Imad reported that the contract will be re-bid this month, advertised in September, and divided into two sections: implementation and maintenance.

Hobart Marsh – Dan reported that he has been in touch with Trust for Public Lands (TPL) and the group may be an alternative to LCRBDC acquiring land in the Hobart Marsh area. TPL wants a foothold in Indiana and is willing to take the risks of land acquisition. Dan would like to schedule a presentation from TPL and he'll mention it at the Environmental Committee on their 8/14/02 meeting.

4.) BIKE TRAIL EASEMENTS IN THE WEST REACH

Judy reported that Federal policy requires recreation acquisitions to be fee takes, however, Chrystal is concerned that landowners and the municipalities may not want to sell a 10 ft. strip of land on top of a levee with permanent and temporary easements on the side slopes. The Corps gave a special dispensation to LCRBDC to "not acquire recreation in fee from Gary" since Gary accepted easements but didn't want to sell any of its land. Chrystal will e-mail Judy a sample bike trail easement for her and Lou to review for West Reach bike trails.

5.) STAGE VI-1 AND VI-2 NEW DRAWINGS

a. Quincy Court Partners/ the old Burger King Properties - Jim asked Imad about the new drawings on Quincy Court Partners, a full acquisition, and the old Burger King property, a less-expensive levee instead of an more expensive I-wall. The new drawings would eliminate Quincy Court, a savings in acquisition costs, and replace an I-wall with a levee, a savings in construction costs. The Corps will have the new drawings in late August.

6.) NEXT MEETING: Friday, 20 September 2002, 10:00 am at LCRBDC office.

JV 8/21/02

CALUMET AREA OFFICE CONTRACT STATUS REPORT 25-JUL – 24 AUG 2002

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

COMMENTS:

Contractor has one (1) punchlist item remaining, and will compete soon. Will schedule final inspection with Local Sponsor soon.

Reviewing draft next to last payment.

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

CONTRACT N DESCRIPTION				CONTRACTOR: PR & C NO.	DYER CONS 759328	TRUCTIO	N
CO-S MGR: CO-S QA REP: CO-C MGR:	GARCES RUNDZAITIS TURNER	CONTRACTORIGINAL: CURRENT: OBLIGATED: EARNED:	\$2,473,311.50 \$3,329,463.66 \$3,329,463.66 \$3,329,463.66	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	29 SEP 01	% COM SCH 100	PLETE ACT 100

COMMENTS:

Local Sponsor scheduling final inspection of generator plug-in modification.

Initiating Contract Closeout.

Awaiting PM-M/ED-D responses to following: ED-DT correction of As-Built generator drawings. CO-S to incorporate into complete as-built set, have Chief C-O sign, and distribute internally and to Local Sponsor.

CONTRACT NO: DACW23-95 DESCRIPTION: STAGE II –			CONTRACTOR: PR & C N0.	RAUSCH 608714		
CO-S MGR: GARCES CO-S QA REP: KARWATKA CO-C MGR: TURNER	CONTRACT ORIGINAL: CURRENT: OBLIGATED: EARNED:	\$3,089,692.00 \$4,186,070.75 \$4,182,688.98 \$4,175,000.00	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	22 SEP 98	% COM SCH 100	PLETE ACT 100

COMMENTS:

Contractor will complete punchlist soon. Will schedule final inspection with Local Sponsor soon.

Finalizing quantities on all unit priced items. Contractor provided final supporting data. CO-S and Contractor to discuss next week.

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.

Preparing to transfer As-Builts to CO-C for signature.

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

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CONTRACT NO: DESCRIPTION:	DACW23-97-0 STAGE IV-2B			CONTRACTOR: PR & C N0.	DYER CONS 769388	TRUCTIO	N
CO-S QA REP: K	ARCES ARWATKA URNER	CONTRACT ORIGINAL: CURRENT: OBLIGATED: EARNED:	**AMOUNT \$1,530,357.50 \$1,948,053.31 \$1,948,053.31	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	16 NOV 98 30 SEP 00	% COM SCH 100	PLETE ACT 100

COMMENTS:

Initiating Contract closeout. Preparing letter to forward As-Builts to Local Sponsor.

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

	DACW27-00-C-0003 STAGE IV-PHASE 1 NORTH	Ŧ	CONTRACTOR: PR & C N0.	DILLON CON 422358	NTRACTO	ORS
CO-S QA REP: KAR	DERSON ORIGINAL:	\$2,708,720.00 \$2,956,964.61 \$2,956,964.61 \$2,956,964.61	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	MPLETION 07 JAN 01 01 MAY 01 01 MAY 01 01 MAY 02	% COM SCH 100	PLETE ACT 100

PM-M working with Local Sponsor to address concerns raised by residents adjacent to ditch after construction completed.

Initiating Contract Closeout.

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

	7-00-C-0021 SETTERMENT PHASE 1	CONTRACTOR: DYER CON PR & C NO. 198030	STRUCTION
CO-S MGR: ANDERSON CO-S QA REP: WALDROM CO-C MGR: TURNER		CURRENT: 24 JUL 01 SUBSTANTIAL: 24 JUL 01	% COMPLETE SCH ACT 100 100

COMMENTS:

Financial Closeout Completed. Transferred Files to CO-C.

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CONTRACT N DESCRIPTION				CONTRACTOR: PR & C No.	OVERSTREE 015179	ET ELEC. (co.
CO-S MGR: CO-S QA REP: CO-C MGR:	SMOLAR CRAIB TURNER	CONTRACT ORIGINAL: CURRENT: OBLIGATED: EARNED:	\$4,638,400.00 \$4,743,171.99 \$2,769,859.49 \$2,201,00.000	CONTRACT CO ORIGINAL: CURRENT: SUBSTANTIAL: FINAL W/0 D.	MPLETION 03 DEC 02 11 FEB 03	% COM SCH 48	PLETE ACT 48

COMMENTS:

Contractor is continuing with submittals.

Contractor conducted pump testing at Hohman/Munster Station. Conductor phasing problems encountered.

Contractor has placed SWP-1 in service and has trained station personnel at Hohman Sta.

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

New mechanical trash rack has been installed at South Kennedy.

One (1) pump for refurbishment from South Kennedy has been rebuilt and has been tested. This pump is having it's impeller changed to meet contract requirement.

Portable pumping units have been relocated from Hohman Ave. to Baring Ave. in preparation of SWP-1&2 removal and replacement at the Baring Ave. Station.

Installation of underground duct bank (FC01.12) at Baring Ave. has begun.

A00006 (FC-01.11 – Float Tube @ Baring Avenue; FC-01.12 – Barring Avenue Pump Sta. Connection; FC-01.15 – Cleaning Wet Well at Walnut; FC-01.16 – Walnut Ave. Trash Rack Opening Revisions; FC-01.17 – Hohman Ave. – Relocate Existing Roof Drain Piping; FC-01.18 – Structural Repairs to Discharge Box Kennedy; FC-01.19 – Kennedy-Power Connection for Temp. Overload & Leak Indicator); FC-01.21 – Voltage Separation at All Four (4) Pump Stations –\$67,652.80 and 30 calendar days. Signed and returned by Contractor.

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

P00011 (FC-01.20 - Continuing Contract Funding, \$600K. Executed & Distributed.

CONTRACT NO: DACW27-00 DESCRIPTION: STAGE IV –	-C-0015 PHASE 1 SOUTH	CONTRACTOR: DYER CO. PR & C NO. 476674	NSTRUCTION
CO-S MGR: ANDERSON CO-S QA REP: KARWATKA CO-C MGR: TURNER	CONTRACT AMOUNT ORIGINAL: \$3,862,736.65 CURRENT: \$4,266,494.35 OBLIGATED: \$4,266,494.35 EARNED: \$4,266,494.35	CONTRACT COMPLETION ORIGINAL: 09 AUG 0 CURRENT: 16 NOV 0 SUBSTANTIAL: 16 NOV 0 FINAL W/0 D.	1 SCH ACT 1 100 100

COMMENTS:

One (1) punchlist item remaining.

FC-15.21 – PM directed installation of guardrail around IV-1 North Structure by automobile, additional rip-rap IV-1 North, Landscape repairs to IV-1 South levees damaged by WIND, and cleaning of IV-1 North concrete ditch. Preparing Modification...

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

	-01-C-0008 DRTH 5 TH AVE.		CONTRACTOR PR & C N0.	: OVERSTREE 115055	ET CONST	. CO.
	CONTRACT	T AMOUNT	CONTRACT CO	MPLETION	% COM	PLETE
CO-S MGR: SMOLAR	ORIGINAL:	\$2,387,500.00	ORIGINAL:	17 MAR 03	SCH	ACT
CO-S QA REP: CRAIB	CURRENT:	\$2,417,023.93	CURRENT:	17 MAR 03	58	58
CO-C MGR: TURNER	OBLIGATED:	\$1,629,523.93	SUBSTANTIAL:	•		
	EARNED:	\$1,390,000.00	FINAL W/0 D.		,	

COMMENTS:

Contractor preparing and submitting submittals.

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

New pumps have been delivered and are in storage.

DWP-1 and DWP-2 installation has begun.

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

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

FC-08.08 – Modify Existing Flap Valve Mounting Flange to Accommodate More Bolts. Modification A00004 to be forward for signature.

FC-08.09 - Extend Access Ladder; Received Proposal. Mod. A00004 to be forwarded for signature.

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

FC-08.12 - Revision from manholes & underground service to above ground. Negotiated and preparing Credit Mod.

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

FC-08.13 - Passive vent relocation in wet well. Issued RFP.

FC-08.14 - Upgrade power pane. Issued RFP.

Design Ongoing.

CONTRACT NO: DESCRIPTION:	DACWXX-XX-C-00XX LITTLE CAL STG. VIII		CONTRACTOR: - PR & C N0.	•		
	CONTRACT	`AMOUNT	CONTRACT COM	PLETION	% COM	PLETE
CO-S MGR: -	ORIGINAL:	•	ORIGINAL:	_ `	SCH	ACT
CO-S QA REP: -	CURRENT:	-	CURRENT:	_	- :	-
CO-C MGR: -	OBLIGATED:	-	SUBSTANTIAL:	-		
	EARNED:	_	FINAL W/0 D.			

CONTRACT NO: DACWXX-02-C-00XX CONTRACTOR: -DESCRIPTION: STAGE III REMEDIATION PR&C No. **CONTRACT AMOUNT** CONTRACT COMPLETION % COMPLETE CO-S MGR: GARCES ORIGINAL: ORIGINAL: SCH ACT CO-S QA REP: KARWATKA CURRENT: CURRENT: CO-C MGR: OBLIGATED: SUBSTANTIAL: EARNED: FINAL W/0 D.

COMMENTS:

Advertised. Bid Opening Scheduled for 10 SEP 2002.

CONTRACT NO: DACWXX-02-C-00XX CONTRACTOR: -DESCRIPTION: MITGATION PR & C NO. CONTRACT AMOUNT CONTRACT COMPLETION % COMPLETE CO-S MGR: GARCES ORIGINAL: ORIGINAL: SCH ACT CO-S QA REP: LEE CURRENT: CURRENT: CO-C MGR: OBLIGATED: SUBSTANTIAL: EARNED: FINAL W/0 D.

COMMENTS:

Advertised. Bid Opening scheduled for 17 SEP 2002; Award 30 SEP 2002.

CONTRACT NO: DACWXX-XX-C-00XX CONTRACTOR: -DESCRIPTION: LITTLE CAL STAGE IV-PHASE 2 PR & C NO. CONTRACT AMOUNT CONTRACT COMPLETION % COMPLETE CO-S MGR: ORIGINAL: ORIGINAL: SCH ACT CO-S QA REP: -CURRENT: CURRENT: CO-C MGR: -OBLIGATED: SUBSTANTIAL: EARNED: FINAL W/0 D.

COMMENTS:

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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Resources Division
5957 Lakeside Blvd.
Indianapolis, IN 46278
(317) 290-3333

September 4, 2002

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

Dear Mr. Gardner:

In the past, your Commission, through the Indiana Department of Natural Resources (IDNR), has paid for the cooperative gaging program between the Little Calumet River Basin and the US Geological Survey (USGS). The IDNR has requested that they no longer be the pass-through agent for this program. Since the Little Calumet River Basin Commission is a tax-supported group, it is possible for the USGS to deal directly with the Commission as a customer. I am therefore enclosing two copies of a standard USGS joint funding agreement for you to sign and return one copy to this office by September 27, 2002.

Work performed with funds from this agreement will be conducted on a fixed-price basis. The Little Calumet River Basin Commission will be billed at the end of the agreement period. Work performed under this agreement will be available for publication by the US Geological Survey.

If you have further questions regarding this matter, please contact Jim Stewart at extension 153. Thank you for your cooperation in this program, and we hope for your continued support in the future.

Sincerely,

Richard F. Duwelius Acting District Chief Form 9-1366 (Nov. 1998)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Agreement No. IN02056 Customer No. Project No. 4418-00100

WATER RESOURCES INVESTIGATIONS

TIN #:

THIS AGREEMENT is entered into as of the 4th day of september by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LITTLE CALUMET RIVER BASIN COMMISSION, party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to operate two streamflow gaging stations (Little Calumet River at Gary and Hart Ditch at Munster), hereinafter called the program.
- The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.
 - (a) \$ 0.00 by the party of the first part during the period 10/1/2001 to 9/30/2002
 - (b) \$17650.00 by the party of the second part during the period 10/1/2001 to 9/30/2002
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange or letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulation respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purpose of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. Billing for this agreement will be rendered <u>annually</u>. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

	Bv
	(Signature and Title)
Ruhard F. Duwell	Bv
By (acting District Chief)	(Signature and Title)
By Caconal Disorici Chies	
(Signature and Title)	By
	PIPIONAL GIONATURES ARE RECURRED

Form 9-1366 (Nov. 1998)

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	By	
	(Signature and Title)	_
Ruhard F. Dowell	Bv	
By (acting District Chief)	(Signature and Title)	_
(Signature and Title)	Ву	

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

September 5, 2002

Sean Fahey Department of Natural Resources 402 West Washington Street Indianapolis, IN 46204

RE: Suggestion that DNR provide legal service to the Little Calumet

River Basin Development Commission

Dear Sean:

Thank you for providing minutes of our recent meeting concerning the Little Calumet River Basin Development Commission. I notice that you indicated in the minutes that the Commission could probably save \$125,000 per annum by retaining the Department of Natural Resources for legal services.

Before further investigation of this suggestion, I would like to provide clarification of some inaccuracies and/or misconceptions. The Little Calumet River Basin Development Commission has never paid \$125,000 in any year for legal services. It only budgets this amount annually. In fact, the total spent this year, to August 31, 2002, on land acquisition legal services is \$43,990 which, if pro-rated over the entire year will total \$71,985.

In addition, the legal services provided include all support services such as secretarial, paralegal, legal intern, costs, equipment, etc., as well as the availability of one or more attorneys as needed. I should add that the Little Calumet River Basin Development Commission did a review of fees charged in Northwest Indiana and found that the hourly rates of the retained firm (\$90.00 per hour) is at the low end of the range charged for similar services. In the last several years, the legal/land acquisition team consisting of Casale, Woodward & Buls attorneys, Judy Vamos and Angie Ogrentz (paralegal at Casale, Woodward & Buls) have acquired approximately 408 individual property parcels for the Commission which is more than one (1) parcel per week over the eight-year period. The firm of Casale, Woodward & Buls has also represented the Little Calumet River Basin Development Commission in litigating numerous condemnation actions, a Federal Injunction action and two (2) actions or multiparty litigations asking for millions in damages. To date, the Commission has had very favorable results in every litigation.

Assuming the Little Calumet River Basin Development Commission's flood control project is appropriately funded, I anticipate the acquisition of approximately 420 parcels of land and 250 utility relocations in the next five

Sean Fahey September 5, 2002 Page 2

years. I expect that many of the acquisitions will be contested and vigorously litigated condemnations due to the fact that the acquisition will take place in urban, commercial, industrial and residential areas. The Little Calumet River Basin Development Commission will also need the usual attorney presence at numerous on site staff, Committee and Commission meetings.

In order to make an appropriate assessment of your proposal, in light of the above outlined facts, please provide the following information:

- 1. Does the Department of Natural Resource's legal staff have sufficient excess capacity in both attorney and staffing to adequately assimilate the workload outlined above?
- 2. If so, what is the background and experience of the attorneys, paralegal and staff that will be assigned to the Commission, particularly as it relates to land acquisition under federal, Army Corps of Engineers regulations, condemnation litigation and complex multi party litigation?
- 3. What safeguards will be provided to insure against conflicts of interest that may develop when State and/or Department of Natural Resource's interests do not coincide with those of the Little Calumet River Basin Development Commission?
- 4. Will the legal and support services provided to the Little Calumet River Basin Development Commission by the Department of Natural Resources be provided free of charge? If not, what will be the costs to the Little Calumet River Basin Development Commission?
- 5. Will it be necessary for the Department of Natural Resources staff to use outside contract counsel? If so, how will contract counsel be chosen, by whom, and at what cost?

As always, your assistance and suggestions are welcome. Please contact me if you have any further questions as we continue to explore methods to reduce costs.

Sincerely,

Dan Gardner, Executive Director



If you are interested in contributing for the "WALK TO CURE DIABETES", please see me after the meeting or at Drifter's. The walk will be on Sunday, September 29th at Hidden Lake Park in Merrillville. It will be a three mile walk with the funds going for Juvenile Diabetes research.

Thank you,

Jim Pokrajac



Little Calumet River Basin Development Commission

BY LAWS

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

LEGISLATION CREATING COMMISSION

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

BYLAWS ESTABLISHMENT

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

OFFICERS

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

CHAIRMAN

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

The Chairman can speak in discussion without leaving the Chair.

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

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

MEMBERS

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

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

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

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

There is no limit as to the number of times a member can speak to a question. Informal discussion of a subject is permitted while no motion is pending.

COMMITTEES

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

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

Committee of the second of the

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.

<u>Authorization to Travel</u> (Staff includes contract employees)

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

Authorization for Reimbursement

Reimbursable expenses shall be subject to State law and the following guidelines:

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

Particular Travel-Related Expenses

Other travel related expenses are to be reimbursed in accordance with State law and Commission policy as enumerated in this and subsequent Commission policies.

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

AMENDING BYLAWS

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

<u>Committee Preference Selections</u> <u>Year 2002</u>

Land Acquisition/Management

Arlene Colvin (Chairperson)
Bob Marszalek
Curt Vosti

Legislative

George Carlson (Chairman)
Arlene Colvin
John Mroczkowski
Curt Vosti

Policy

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

Recreation

Emerson Delaney (Chairman)
Steve Davis
Bob Huffman
Bob Marszalek
Curt Vosti

Public Relations

Bob Marszalek (Chairman) George Carlson Curt Vosti

Project Engineering

Bob Huffman (Chairman) Emerson Delaney Mark Reshkin Marion Williams

Finance

Curt Vosti (Chairman) Arlene Colvin John Mroczkowski George Carlson

Environmental

Mark Reshkin (Chairman)
Emerson Delaney
Bob Huffman
Marion Williams

<u>Marina</u>

Bill Tanke (Chairman) Emerson Delaney Marion Williams Steve Davis



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Resources Division
5957 Lakeside Blvd.
Indianapolis, IN 46278
(317) 290-3333

September 4, 2002

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

Dear Mr. Gardner:

In the past, your Commission, through the Indiana Department of Natural Resources (IDNR), has paid for the cooperative gaging program between the Little Calumet River Basin and the US Geological Survey (USGS). The IDNR has requested that they no longer be the pass-through agent for this program. Since the Little Calumet River Basin Commission is a tax-supported group, it is possible for the USGS to deal directly with the Commission as a customer. I am therefore enclosing two copies of a standard USGS joint funding agreement for you to sign and return one copy to this office by September 27, 2002.

Work performed with funds from this agreement will be conducted on a fixed-price basis. The Little Calumet River Basin Commission will be billed at the end of the agreement period. Work performed under this agreement will be available for publication by the US Geological Survey.

If you have further questions regarding this matter, please contact Jim Stewart at extension 153. Thank you for your cooperation in this program, and we hope for your continued support in the future.

Sincerely,

Richard F. Duwelius Acting District Chief Form 9-1366 (Nov. 1998)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Agreement No. IN02056 Customer No. Project No. 4418-00100

WATER RESOURCES INVESTIGATIONS

TIN #:

THIS AGREEMENT is entered into as of the 4th day of September by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LITTLE CALUMET RIVER BASIN COMMISSION, party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to operate two streamflow gaging stations (Little Calumet River at Gary and Hart Ditch at Munster), hereinafter called the program.
- The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.
 - (a) \$ 0.00 by the party of the first part during the period 10/1/2001 to 9/30/2002
 - (b) \$17650.00 by the party of the second part during the period 10/1/2001 to 9/30/2002
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange or letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulation respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purpose of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. Billing for this agreement will be rendered <u>annually</u>. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

	Bv	
Rehard F. Deweli	(Signature and Title)	
Kuhard F. Elwell	Bv	
By (acting District Chief)	(Signature and Title)	
(Signature and Title)	By	
	PITIONAL GIONATURES ARE DECUMED.	

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

Form 9-1366 (Nov. 1998)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Agreement No. IN02056 Customer No. Project No. 4418-00100

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TIN #:

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- 9. Billing for this agreement will be rendered <u>annually</u>. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222; August 23, 1983.).

٥	By(Signature and Title)	_
Ruhard F. Dowell	Bv	
By (acting District Chief)	(Signature and Title)	_
(Signature and Title)	Ву	

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

PROJECT ENGINEERING MONTHLY STATUS REPORT

For meeting on Thursday, September 5, 2002 (Information in this report is from July 26, 2002 – August 27, 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:

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

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

1. Project completed June 11, 1999

Dyer Construction – Final contract cost \$1,292,066

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

- 1. Rausch Construction started on 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 **October** 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 **October**, 2002
 - Final quantities for fill are currently being tabulated so costs can be determined.

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. Extending the combination sewer East of Grant Street, North to our line of protection

3. The schedule is to advertise in late July, 2002; open bids on September 10; and award the contract no later than September 30, 2002. Anticipated construction start would be in spring of 2003.

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.

• We sent an email to the COE on August 6th, 2002, requesting confirmation as to / what utility re-locations need to be done in order that we may begin the agreement process. This includes Marathon, West of Grant Street.

 The COE anticipates that no physical re-locations will be needed for NIPSCO or Marathon, but that field representatives from both utilities need to be present during work on or around their pipelines.

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. We received "as built" drawings from the COE on March 13, 2002. The only item needed to be completed is to assure turf growth in all areas.

STATUS (Stage IV Phase 1 - South) (South of the 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 October, 2002.

3. WIND Radio facilities:

• The COE anticipates repairing levee damage no later than the end of October, 2002.

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.
 - A follow-up e-mail was sent to Carmen Wilson (GSD Director) on July 12th requesting coordination for the inspection. (ongoing no response)

STATUS (Stage IV Phase 2B) Clark to Chase

- 1. Project money status:
 - Current contract amount \$1,948,053.31
 - Original contract amount \$1,530,357.50
 - Amount overrun \$417,696 (27%)
- 2. COE currently preparing for contract closeout. This will include submitting as-built drawings to the LCRBDC. (Ongoing)

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.

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.
 - A meeting was held with Mayor King on July 19th to review current construction status of our overall project in Gary, present the LCRBDC dilemma with crediting and funding, and discuss if Gary could help us in any way.
 - Gary indicated that they would make every effort to include money for the betterment levee in their budget for 2003.

3. The LCRBDC received modified information from the COE in July, 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.

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.
 - Tentative schedule for this project as of July, 2002, is for advertisement in December, 2005, construction start in Spring of 2006, and completion in the Fall of 2007.
- 2. 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.
 - A. We received an email from INDOT on May 21st, 2002, indicating that they would address only their own drainage. LCRBDC responded back requesting specific information.
 - B. We received a set of partial plans for this project from INDOT on August 14th, 2-3 2002.

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- They have not finalized the storm sewer and lift station design, but will forward them to us when completed. They anticipate this will be early October.
- C. INDOT anticipates that this project will have a March, 2003 letting, and a construction completion near the end of 2004.
- D. Letters were sent, for record, to North Township and Highland on August 6th, 2002, enclosing the INDOT response indicating they did not want to delay their schedule to gather information and re-design their project.

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 Liable, South of the river.):

1. The COE is currently planning to advertise this project in October, 2003, award in February of 2004, and start construction in April, 2004. This will be advertised at the same time as Stage VI-2. The contract estimate for Stage VI-1 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. (Refer to the COE/LCRBDC Coordination Report)

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. A conference call was held with the COE, LCRBDC, and RANI Engineering on July 17 to review final engineering decisions, real estate, utilities, and recreation for VI-2.
 - RANI said they could complete real estate (2) weeks after they receive final information from COE. COE anticipates final drawings for review approximately mid-September (after modification of contract between COE & RANI).

STATUS (Stage VII) Northcote to Columbia:

- 1. The final contract with <u>Earth Tech</u> 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)
 - The COE anticipates we should be getting the 100% drawings for review and comment no later than the end of September, 2002.

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

- 1. The A/E award was given to S.E.H. (Short, Elliot & Henderson Inc.)
 - This project is currently on hold due to funding constraints.
- 2. The COE anticipates Stage VIII engineering to resume in September 2002. A meeting will be scheduled for coordination at that point in time.

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. The project was re-bid, the bid opening is scheduled for September 17, and the award is scheduled no later than September 30, 2002; with a construction start anticipated in the spring of 2003.
- 2. We received a letter from the COE on May 14th, 2002, requesting that we make our 198 acres between Chase and Grant available for hydric soil to meet IDEM requirements.

- 3. We sent an email to the COE on August 6th, 2002, requesting confirmation as to what utility re-locations need to be done in order that we may begin the agreement process.
 - The COE anticipates no physical re-locations will be needed, but field representatives need to be present during work in or around any of their pipelines.

Landscaping - Phase II (East Reach)

- 1. This landscaping contract will include all completed east reach construction Engineering is ongoing.
- 2. Coe anticipates submittal for review in spring of 2003, contract award late summer 2003, and fall start in 2003.

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 <u>Overstreet Construction</u>. Notice to proceed was given on November 7th, 2000 700 work days to complete (Oct. 2002)
 - Current contract amount \$4,743,172
 - Original contract amount \$4,638,400.00
 - Amount overrun \$104,772 (2.3%)
- 3. Baring started July 2001, Hohman/Munster in August 2001, and S. Kennedy and Walnut in September 2001. Anticipated completion is October 2002.

Baring Pump Station

- 18% complete
- 2 pumps and motors are on site and being stored.
- Flap gates have been delivered and are stored on site.
- Discharge box modification work started.
- COE coordinating with Munster & HSD to determine who will provide the potable water line.

Walnut Pump Station

- 50% complete
- 3 pumps have been re-built and are ready for testing. (These need new impellers)
- Electric installation ongoing.
- Mechanical trash rack has been removed and the new rack is stored on site.

S. Kennedy Pump Station

- 39% complete
- One pump has been re-built and is being factory tested.
- Concrete discharge box modifications ongoing.
- New flap gates have been installed and part of the 8" discharge pipe has been removed.
- Mechanical trash rack removed. Pad for new rack has been modified and installed.

Hohman/Munster Pump Station

- 65% complete
- Electric installation 90% complete
- 2 standby pumps installed and ready for operation
- 2 additional pumps received have been installed (can be used as standbys)
- All new pumps and motors have been received and are in storage
- 5. We received the last status report from the COE on August 21st, 2002

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.

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- 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 August 21st, 2002.

North Fifth Avenue Pump Station:

- 1. The low bidder was Overstreet Construction
 - Current contract amount \$2,417,023.93
 - Original contract amount \$2,387,500.00
 - Amount overrun \$29,523.93 (12%)
 - Project is currently 50% completed
 - Projected completion date is March 17th, 2003.
- 2. There are currently 10 pumps and all of these will be replaced with new and will be coordinated with the Town of Highland.
 - All pumps and motors have been delivered and are currently being stored on the job site.
- 3. We received the last status report from the COE on August 21st, 2002
- 4. (4) pumps and motors have been removed.
 - Flap gates have been installed
- 5. Exterior concrete work is almost complete, and the concrete for the South wet well and new trash rack are currently being installed.
- 6. We received a memo from NIES Engineering, representing the Town of Highland, on August 14th, 2002, indicating some local concerns with quality of workmanship, scheduling, and communication with Overstreet.
 - We had a meeting with Highland on August 21st, 2002, to discuss these issues and agreed to facilitate a meeting, or discussion, with the COE. A letter was sent on August 26th, 2002.
 - A follow-up meeting was held with the COE, Highland, LCRBDC, and the contractor on September 5th, 2002, to review and discuss these local concerns.

7. We received modification #7 to the contract on July 18th, 2002, for an administrative 9-11 change to increase money available for payment by \$850,000, which makes a total amount available of \$1,629,523.93.

GENERAL:

- 1. Minority Participation We received an e-mail from Commissioner Huffman on April 29th, 2002, addressing some concerns with the monthly report.
 - A. We received this modified format (abbreviated and simplified) and presented it to the LCRBDC at the July 9th public meeting. It met the request we wanted.
 - A letter was sent to the COE on July 23rd requesting this format as a supplement to the regular reports.
 - We received a response from the COE on August 15th, 2002, indicating that /2-/3 the contractors will provide their minority reports in the simplified format for all future, and ongoing, contracts.
- 2. LCRBDC made a field inspection of completed East Reach levee segments on July 14-15 11th, 2002, from Colfax to I-65. Several miscellaneous maintenance items that needed attention were found and a letter was sent to the COE on July 29th, 2002, requesting that they could include these in their scope of work in an upcoming contract.

3. FEMA REMAPPING OF FLOODPLAIN

A. A coordination meeting was held at the Lake County Surveyor's office on August 23rd, 2002, to review and discuss the upcoming re-mapping of the floodplains in Northwest Indiana.

- The purpose of the meeting was to answer questions and address local concerns.
- This is the first step of informational gathering to re-doing the mapping.
- It appears it will take one year to develop data and do and engineering study, and one year to develop quality control and mapping.

Sandy Mordus

From:

"Samara, Imad LRC" < Imad.Samara@irc02.usace.army.mil>

To:

"'Sandy Mordus" <smordus@nirpc.org>

Cc:

"Plachta, Jan S LRC" < Jan.S.Plachta@irc02.usace.army.mil>

Sent:

Monday, August 12, 2002 10:01 AM

Subject:

RE: Utility Relocations - SIII Remediation & In-Project Mitigation

Jim my understanding in regards of the Stage III relocation is that if the pipes where extended the need for a relocation plan is not needed. The pipes were extended thus there is no need for the utility company to relocate the pipes.

Jan please write a letter to Jim and attach the sheet(s) that show the pipes. Then Jim will complete the

coordination with the pipe company.

PS, the plans and specifications for both jobs are on the Louisville web site.

Imad N Samara Project Manager 312-353-6400 Ext 1809

----Original Message-----

From: Sandy Mordus [mailto:smordus@nirpc.org]

Sent: Tuesday, August 06, 2002 4:03 PM

To: Samara, Imad LRC

Subject: Fw: Utility Relocations - SIII Remediation & In-Project Mitigation

Imad:

Jim's email to Jan follows.

Sandy

---- Original Message -----From: Sandy Mordus

To: Jan.S.Plachta@lrc02.usace.army.mil Sent: Tuesday, August 06, 2002 4:01 PM

Subject: Utility Relocations - SIII Remediation & In-Project Mitigation

Jan:

It is our understanding that both of the above projects are currently being advertised. I would like to start the process of getting utility relocation agreements in place. Will you please confirm what utility relocations need to be done in order that I may write the appropriate letters to assure compensability, get cost estimates and COE approval for these costs, in order that we may enter into the agreements and complete these relocations prior to the start of construction.

Of particular interest in the Stage III Remediation project is the Marathon Pipeline Company west of Grant Street. We submitted a letter to you to extend the culverts in order that no relocation would have to be done. Have we received a response from Marathon indicating that, in fact, we do not need to enter into any utility agreement with them?

In addition, I would like to work with you to establish some type of tracking plan in order that it will make our crediting simpler and to keep ongoing records of the status of each individual utility relocation.

Please get me this information at your earliest convenience in order that I may begin this process. If you have any questions regarding any of these items, please let me know.

Sandy Mordus

From:

"Sandy Mordus" <smordus@nirpc.org>

To:

<Allene@ucea.com>

Cc:

"Samara, Imad LRC" <imad.Samara@lrc02.usace.army.mil>; "Fahey, Sean"

<SFahey@dnr.state.in.us>

Sent: Subject: Tuesday, August 06, 2002 4:34 PM INDOT-Tri-Stage Drainage Issues

Allen:

As per your request, the following is my e-mail address:

ipokrajac@niroc.org

Would you also communicate with Imad Samara, project manager for the Little Calumet River Flood Control/Recreation Project with the Chicago Army Corps of Engineers. His e-mail address is lmad.Samara@lrc02.usace.army.mil

Thank you for your cooperation in providing me information for your upcoming project along Route 41 that will eventually drain into the Little Calumet River. Both myself and the Army Corps of Engineers would appreciate a set of plans and specifications for the storm sewer & pump station work in the general area of the Little Calumet River. In your response, would you also let me know your tentative schedule for advertising, awarding, and completion of construction for this project. If you have any questions regarding this request, you may also contact me at the:

Little Calumet River Basin Development Commission 6100 Southport Road Portage, Indiana 46368 Ph 219/763-0696 Fax 219/762-1653

Thank you, Jim Pokrajac ; /₁

Andrew Liberton and Angeles States

+ 5



Officer Kent D. Downey, P.E., L.S. William E. Hall, P.E. Steven W. Jones Dave Richter, P.B., L.S. Craig E. Burgess, A.LA.

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

Architects
Paul A. Summers, A.I.A.
Donald L. Cassell, A.I.A.

Land Surveyors Gregory Garrison, L.S.

Engineers
Jerry D. Ritchio, P.E.
Christopher R. Pepe, P.E.
Allen R. Egilmez, P.E.
Scott G. Murrey, P.E.
B. Keith Bryant, P.E.
Knrt E. Fowerbaugh, P.E.
Christopher H. Lester, P.E.
Andrew T. Wolka, P.E.
Jon E. Clodfelter, P.E.
Michnel A. Rowe, P.E.
Ned R. Grady, P.E.
Eric Strickland, P.E.

Letter of Transmittal

DNITED JOB NO Date August 14, 2002 Little Calumet River Basin Development TO: 95-412 Commission RE: US 41 6100 Southport Road Portage, IN 46368 INDOT Drainage Issues Jim Pokrajac ATTN: We are transmitting herewith via Your pick up $\prod FAX$ Mail Mail Our Courier Express Mail For your review and comment For your files For your approval Preliminary Plan Details Engineers Estimate w/ **Special Provisions** Grade Review Structure Type Selection Design & Quantity Calculations Structure Size & Type Plans Field Note Book **CADD** Documents Field Check Plans CADD Disk Soil Boring Plans Categorical Exclusion **Design Hearing Plans** Pre. Draft. Loc. - Design Study Report Prel. Plans for Final Approval Draft Loc. - Design Study Report R/W Plans - Check Prints Final Location - Design Study Report R/W Tracings **Environmental Assessment** Final Check Prints **Environmental Impact Statement** Final Plans and/or Specs. Progress Report **Tracings Cross Sections** Marked-Up Prints Remarks We have not yet finalized the storm sewer and lift station design for this project. Once we have this information, we will forward it to your office. We plan on submitting the Final Plans for this project in early October. This will place the project on a March, 2003 Letting. We anticipate that the construction will be finalized near the end of 2004. If you have any questions or need additional information, please feel free to contact our office.

1625 N. Post Road Indianapolis, IN 46219-1995

Phone: 317-895-2585 Fax: 317-895-2596 E-mail: <u>info@ucea.com</u> Web: www.ucea.com Todd Burch, E.I.

Transportation Engineer

CC: Imad Samara, Chicago Army Corps of Engineers

United Consulting Engineers & Architects

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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' 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 Appaintment

DR. MARK RESHKIN Governor's Appointment

MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER Executive Director

LOUIS CASALE Attorney Mr. Greg Cvitkovich, Trustee North Township Trustee's Office 5947 Hohman Avenue Hammond, Indiana 46320

Dear Greg and John:

August 6, 2002

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

Enclosed for your information is a copy of a letter dated July 17, 2002 from Mr. John Wright (INDOT CPG Group Manager) regarding the drainage issue around the Tri-State Bus Terminal. It appears from this letter that for either the town of Highland or North Township to benefit from this potential for a pump station modification to their plans that it would delay their current schedule anywhere from 3-4 months. The Development Commission tried to facilitate the potential for a "group pump station" which may have been able to help with any current drainage problems either that the town of Highland or North Township may have in that area. From this letter, it now appears to be a mute point. We also enclosed a copy of a letter dated February 25, 2002 from John Wright to North Township with a copy to the town of Highland. This letter indicated that if they had not received response from either entity within a year, and accordingly, INDOT began their process of working out their own plan.

Currently, the Development Commission has been coordinating with INDOT's consulting engineer (United Consulting Engineers & Architects) to assure that we, as well as the COE, have an opportunity to review their plans and specifications prior to their upcoming solicitation for bids.

If you have any questions regarding these letters or the project in this area, please call me.

Sincerely,

Dan Gardner
Executive Director

Encl. Cc:

John Wright, INDOT Sean Fahey, IDNR Imad Samara, COE Bob Huffman, LCRBDC



Project Progress Update: 8-21-02

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

81st Station - 100% complete.

1. Contract closed.

S.E. Hessville Station - 100% complete.

Contract closed.

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

Baring Ave Pump Station - 18%+- Complete.

- 1. Two pumps and motors have been received and are being stored.
- 2. New flap valves have been installed.
- 3. Discharge box modification work is continuing.

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

- 1. Viking Engineering continues to resolve issues regarding pump performance of rebuilt pump #5. A different impeller is being installed to meet the contract's pump performance requirements. Re-testing of this pump will take place soon.
- 2. New motor control center (MCC) has been set in place. Demolition of old and installation of new electrical equipment is complete until old pumps and motors have been replaced.
- 3. Concrete discharge box modifications are ongoing. The new concrete grade beam was placed today (8-21-02).
- 4. The existing concrete pad for the new trash rack has been modified to accommodate the new trash rack. The new mechanical trash is being installed today (8-21-02). Testing and Hammond's "station operator training" will take place soon afterward.

Hohman/Munster Pump Station- 65%+- Complete.

- Startup/turnover of the new SWP-2 took place on 6-7-02. Installation of the new SWP-1
 pump and motor is about complete. Startup/testing/turnover of SWP-1 is scheduled to
 take place on 8-23-02.
- 2. Two standby pumps are installed and ready for operation, if needed.
- 3. A portion of ventilation ductwork has been removed and a portion of new ductwork has been installed.
- 4. Most electrical items are complete.

Walnut Ave. Pump Station - 50%+- Complete.

- 1. Viking Engineering has removed and rebuilt three pumps (#1, #2, and #3). It has been determined that the incorrect impellers have been installed. These impellers will need to be removed and the correct impellers installed in order to meet the contracts pump performance requirements. Viking is awaiting delivery of new impellers to replace the previously installed deficient impellers. Once new impellers are installed, factory testing of these pumps will be performed.
- 2. Concrete discharge box modification work is about complete.
- 3. The old mechanical trash rack has been removed. A new mechanical trash rack is being stored on site and should be installed soon.

North 5th Pump Station Rehab Contract C-0008 (Overstreet Engineering & Const.) N.5th. Pump Station - 50%+- Complete.

- 1. Sub contractor "Piping Technologies" has previously removed various pumps & motors. Pump #6 was recently removed and new pump #1 and #2 are being installed.
- 2. Exterior concrete work, above the discharge boxes, is almost complete.
- 3. New mechanical trash rack has been delivered and is stored on site.
- 1. Concrete reinforcements steel and forms are being installed in the inlet to the south wet well. This concrete work is needed to facilitate the installation of the new mechanical trash rack
- 5. Demolition of old and installation of new electrical equipment continues.



Little Calumet River Basin Development Commission

6100 Southport Road Portage, Indiana 46368 (219) 763-0696 Fax (219) 762-1653 E-mail: littlecal@nirpc.org

August 26, 2002

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

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MARION WILLIAMS Lake County Commissioners' Appointment

DAN GARDNER
Executive Director

LOUIS CASALE

Mr. Tom Deja U. S. Army Corps of Engineers 906 Griffith Blvd. Griffith, Indiana 46319

Dear Tom:

Enclosed is a copy of a memorandum dated August 14, 2002 from Terry Hodnik from NIES Engineering sent to John Bach, the Director of Public Works in the town of Highland. As indicated in this memorandum, it appears that there are some local concerns regarding the quality of workmanship as well as the scheduling and communication with Overstreet Construction at the 5th Avenue pump station. Jim Pokrajac and myself met with John Bach and Terry Hodnik on August 21st to discuss and review these issues. It also appears that some of the issues may have already been addressed but we would like to communicate your response to these concerns. We feel a meeting should be set up with the Highland representatives as well as Jim Pokrajac and myself with you, your field reps, and Overstreet Construction, please let me know in order that we may facilitate this meeting. If you have any questions regarding this request, please contact me at the above number.

Sincerely,

Dan Gardner
Executive Director

/sjm encl.

cc:

Imad Samara John Bach Terry Hodnik Jim Pokrajac

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Memorandum

August 14, 2002

To: John Bach, Director of Public Works, Highland, IN

From: Terrence J. Hodnik, P.E., NIES Engineering, Inc.

Re: 5th St Pump Stormwater Station Rehab Review

1. As you requested, I spent some time this morning reviewing project construction with Mike Pipta and sat in on the progress meeting at 9:00AM. I also talked informally with USACE's Field Engineer, as well as a reliable "off the record" source who has job site knowledge, just to try and see if their impressions were the same as mine. My comments and opinions from this brief review are as follows:

- a. My general observations were that the concrete work had several flaws in it. I mentioned each of these to the USACE Field Engineer and he was well aware of each flaw that I had spotted. He has given Overstreet Construction directions for correction and is withholding 10% of the Concrete Item pay request. There is an unconfirmed comment that several of the concrete workers hired by Overstreet are inexperienced. Unfortunately, there are a few remaining important pours on the channel leading into the 1MG storage tank and the inexperienced crew is a concern.
- b. Electrical work looks good and seems to be ahead of the other trades in most areas. The new NIPSCO power service entrance has a proposed change order to lower cost. Although the change order proposal was sent in November 2001, it is still not formally approved. This is more of a reflection on Overstreet's lack of follow-up than anything else.
- c. Mechanical work to install pumps is going very slowly. Mechanical sub doesn't appear to have enough personnel to make it move. Cannot tell much about the quality of work yet because there simply isn't much completed.
- d. The progress meeting was not impressive. The USACE Field Engineer did not attend. Overstreet did not really seem to have a good handle on construction coordination or near term completion items. Their answers to questions from the subs obviously were not well thought out or totally in touch with problems related to the required sequence of events. (For example, the Mechanical sub asked when Pumps 6 and 7 needed to be ready for testing. The Overstreet Supt. said 3 weeks. I asked if they would need the new NIPSCO power to startup. The Electrical Sub said yes, unless he was instructed to perform extra work for a temporary service to Pumps 6 and 7 from the existing NIPSCO power service. It is highly doubtful that the new NIPSCO service will be in place in 3 weeks.) Overstreet is the general contractor and should be on top of all potential scheduling problems, but they are not.
- e. The scheduled completion date is May 2003. Overstreet admits to being 30 days behind. To me, their progress is way too slow to meet the May 2003 date. The USACE Field Engineer says he has already warned them about liquidated damages.

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- 2. My distinct impression is that the project is not being handled well by Overstreet and it seems to be confirmed by my inspections, the USACE Field Engineer and the reliable source. On the other hand, USACE is normally very good about making sure quality work is performed, they pay attention to details, and they seem to be aware of problems I noted with concrete work. If you were the Overstreet CEO, you would probably get in a new superintendent to kick butt and take names. But as Public Works Director of the Town that will own and operate the station when it is all over, your best bet is to make our concerns known to USACE and the Little Calumet Drainage Basin Commission as our local sponsor. Probably the best way to do that is with a phone call to Dan Gardner or Jim Pokrajac. I'd be willing to sit in on such a conference call with you, if you would like.
- 3. I hope this level of involvement on my part is about what you were asking for. Please call if you want to discuss any of this further.

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

• N. FIFTH ANE. PUMP STATION
• MOD. #07 (DOMINITERINE CHANCE)
• INCRESSE ANAMABLE BY \$50,000

OURSENTLY AT \$ 1,629,523.93

MEMORANDUM FOR: See Distribution

SUBJECT: Contract No. DACW27-01-C-0008

Little Calumet River

North Fifth Avenue Pump Station Rehabilitation

Lake County, Indiana

Modification No. P00007 - Executed

1. Enclosed for your files is a copy of all pertinent information related to executed Modification No. P00007, under the subject contract.

2. Any questions concerning the enclosed items shall be directed to Mr. Robert

Smolar at (219) 923-1763 or 1764.

Thomas A. Deja, P.E.

Area Engineer

Calumet Area Office

Enclosures

Distribution:

CELRC-CO-C (Complete Mod. File)

CELRC-CO-S (Complete Mod. File)

CELRC-CT (Complete Mod. File)

CELRC-PM-M (Mod. Only) I. Samara

CELRC-CO-S (Mod. Only) R. Smolar

CELRC-CO-S (Mod. Only) R. Craib

LCRBDC (Mod. Only) J. Pokrajac